



**Front Range Passenger Rail District  
REGULAR BOARD MEETING**

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Webinar ID: 846 0703 5098

**Friday, March 29, 2024, 9 a.m. MST**

**Public participation is available during the Public Comment agenda item.**

For public participation, raise your virtual hand in Zoom or indicate you wish to speak via phone by pressing \*9. If you would like to be contacted regarding your public comment, please email the Front Range Passenger Rail District at [info@frprd.com](mailto:info@frprd.com). Public Comments can also be emailed in advance of the meeting in order to be included in the public record.

**AGENDA**

- 1. Call to Order; Roll Call, Establish Quorum (9 – 9:05 a.m.)**
- 2. Public Comment (9:05 – 9:15 a.m.)**
- 3. Approval of Minutes February 23, 2024 Regular Meeting (pg. 3-6) (9:15 – 9:20 a.m.)**
- 4. General Manager’s Report (9:20 – 9:25 a.m.)**
  - A. Recent Briefings and Presentations
  - B. Showcase Train Recap
  - C. RTD Collaboration Letters (pg. 7 – 9)
  - D. Board Policies in Development
- 5. State Report (9:25 – 9:30 a.m.)**
- 6. Committee Reports (9:30 – 9:45 a.m.)**
  - A. Executive Committee (pg. 10 – 12)
  - B. Finance Committee (Finance Committee did not meet in March 2024).
  - C. Planning Committee (pg. 13 – 32)
  - D. Government Affairs/Communications (pg. 33 – 41)
- 7. Board Action Items (9:45 – 10:15 a.m.)**
  - A. Resolution No. 2024-05 Approving Contract For Professional Services and Task Order Number 1 with Linhart Public Relations (pg. 42 – 103)
  - B. FRPRD position on SB24-184 (Fenberg CTIO Bill) (Pg. 104 – 106)
- 8. Board Discussion Item (10:15 – 11 a.m.)**
  - A. March 21, 2024 Workshop Review and Next Steps: Ballot Timing Action Items and Decision-Making (Pg. 107 – 169)
- 9. Director Updates (11 – 11:10 a.m.)**
- 10. Adjourn**



## Front Range Passenger Rail District Board of Directors

*Need 9 voting members present for a quorum.*

Representation	Name	Executive	Finance	Planning	GA/Comms
DRCOG	Chris Nevitt	Chair	X	X	X
Colorado Springs ~ PPACG	Jill Gaebler	Vice Chair		X	
SCCOG	Luis Lopez	Treasurer	Chair		
DRCOG	Joan Peck	Secretary		X	X
<i>Union Pacific</i>	Nathan Anderson				
PPACG	Lynette Crow-Iverson				X
Govt. Appt.	Daneya Esgar				X
PACOG	Dennis Flores		X		
<i>New Mexico</i>	David Harris				
<i>RTD</i>	Debra Johnson				
NFRMPO	Will Karspeck			X	
Govt. Appt.	Josh Laipply	X	X	Chair	
Govt. Appt.	Claire Levy				X
DRCOG	Deborah Mulvey	X		X	Chair
<i>Amtrak</i>	Dennis Newman				
DRCOG	Sarah Nurmela			X	
NFRMPO	Johnny Olson			X	
Govt. Appt.	Sal Pace	X	X	X	X
CDOT	John Putnam	X	X	X	
Govt. Appt.	Jose Soto			X	X
Govt. Appt.	Jim Souby			X	
<i>Wyoming</i>	Dale Steenberg				
<i>BNSF</i>	Jim Tylick				
<i>I-70 Coalition</i>	Randy Wheelock			X	

*Directors in italics are non-voting.*



**MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS  
FRONT RANGE PASSENGER RAIL DISTRICT (THE "FRPRD")**

Held: Friday, February 23, 2024; 9 a.m.  
(Virtual)

The regular meeting of the Board of Directors of the FRPRD was convened in accordance with applicable statutes of the State of Colorado, with the following Directors present:

Attendance: Dennis Flores, Jill Gaebler, Lynette Crow-Iverson, David Harris, Debra Johnson Will Karspeck, Claire Levy, Julie Duran Mullica, Josh Laipply, Luis Lopez, Deborah Mulvey, Chris Nevitt, Dennis Newman (late arrival), Johnny Olson, Sal Pace, Joan Peck, John Putnam, Jose Soto, Jim Souby, Jim Tylick, and Randy Wheelock.

Not Present: Nathan Anderson, Daneya Esgar, and Dale Steenbergen.

Chair Souby called the meeting to order @ 9:03 a.m.: Chair Souby welcomed meeting attendees and took the roll. A quorum of voting Directors was established.

Public Comment: Chair Souby opened the floor for public comment.

Chair Souby summarized a comment received in advance of the meeting from Jeff Hindman, former Mayor Pro Tem of Berthoud. In his comment, Mr. Hindman expressed support for FRPR stops in Berthoud and Louisville/Superior.

Stormy Peters, resident of Berthoud, advocated for FRPR stopping in Berthoud.

Sean Murphy, Town of Berthoud Trustee, expressed concerns that smaller communities (Berthoud, Louisville, Broomfield, Westminster, Englewood, Highlands Ranch, Monument, and Fountain) are not being adequately included in the planning process.

Approval of Minutes December 11, 2023, Regular Meeting: Director Gaebler made a motion to accept the February 23, 2024, minutes and Director Karspeck seconded. Upon voice vote, the motion passed unanimously. No comments or clarifications.

Officer Elections: Chair Souby recapped that at the January 26, 2024 Board meeting, the Board moved to suspend the bylaws and hold officer elections at a future meeting. Chair Souby that an officer slate has expressed interest: Chair - Chris Nevitt, Vice Chair - Jill Gaebler, Treasurer - Luis Lopez, and Secretary - Joan Peck. Chair Souby opened the floor to see if other Directors wanted to be considered; no one expressed a desire to be considered. Chair Souby moved to approve the proposed officer slate. Mayor Karspeck seconded. The motion carried.

Chair Nevitt expressed his appreciation and thanked Director Souby for his leadership. General Manager. Karsian thanked Director Souby for all he has done to support FRPRD. Director Souby expressed his gratitude to the Board.

General Manager's Report: General Manager Karsian introduced Ashica Smith, FRPRD's new Operations Specialist. He on outreach from the past month, which included meetings and/or presentations with GreenLatinos, Denver City Council's Land Use, Transportation & Infrastructure Committee, Mayor Mike Johnston (Denver), Councilman Chris Hinds (Denver), Winter Bike to Work Day, High Speed Rail Alliance, Baker Neighborhood Association, and City of Fort Collins Transportation Projects Fair. General Manager Karsian will present FRPRD's Annual Update

to the RTD Board of Directors next week. Additionally, General Manager Karsian and FRPRD Director of Rail Planning and Operations Duane Sayers met with Union Pacific leadership at UP's headquarters.

FRPRD staff, consultants, and Directors Pace and Crow-Iverson completed a SWOT analysis to inform a FRPRD communications plan. FRPRD is starting public opinion polling. Polling results and financial modeling findings will be presented at the March 21, 2024 Board Workshop.

A Fair Campaign Practices Act Memo is included in the Board packet. Lastly, General Manager Karsian shared that a short Board meeting will be held next week (March 1, 2024) to ratify consultant contracts. Chair Nevitt noted the memo in the Board packet concerning meeting protocol.

State Report:

Director Putnam presented information about the Federal Railroad Administration's Long Distance Service Study, which proposes an enhanced long-distance passenger rail network, including a new service from Texas to Colorado and beyond to Wyoming and Salt Lake City. The FRA is accepting comments on the plan through March 8, 2023. Development of this network is a long-term process, but it shows key links for the corridor in terms of future federal funding and connectivity.

The continuing resolution funding the federal government expires next Friday. Director Putnam thanked Congressman NeGusse for his letter encouraging Congress to provide the funding authorized in the bipartisan law, above and beyond what was already appropriated.

Director Putnam noted that he is available to share information about the SDP's schedule and delays.

Committee Reports:  
Executive

Ms. Breit recapped the February Executive Committee Meeting. The Committee discussed officer elections, annual administrative processes, Board meeting efficiency protocol, and committee reports. Director Olson raised that the Joint Authority white paper and press release were absent from the Board Packet. Ms. Breit shared that it was the topic of the February Board workshop, it was discussed in the Government Affairs/Communications Committee, and it is the topic of the Executive Session noticed for today's meeting.

Finance

Chair Nevitt presented for the Finance Committee. The Committee discussed how the components of the service development plan affect financial modeling. He noted the March Board workshop will focus heavily on the modeling results.

Planning

Director Laipply reported for the Planning Committee. The Committee had a presentation on the ridership modeling being completed through the Service Development Plan. Committee discussion encompassed travel times, cost, convenience, what activities the public is traveling to, and the policy overlay. Director Laipply asserted the importance for the FRPRD Board to own and to focus on policy decisions. Specifically, station location policy will be a near-term Planning Committee item.

Government Affairs/  
Communications

General Manager Karsian initiated the Government Affairs update. FRPRD's Administrative Efficiency Clean-Up Bill, HB 1012, passed out of the house and scheduled for the March 4, 2024 Senate Transportation Committee. Expected Senate amendments include having the Secretary of State certify ballot language, aligning Board start and end terms so future terms begin on January 1, and changing RTD from being a non-voting to a voting Board seat. Chair Nevitt encouraged Board members to provide input on the proposed HB 1012 amendments.

Director Levy asked how the financial modeling is assessing potential sales tax revenue given that the FRPRD boundary crosses/splits existent taxing district boundaries. Mr. Butzin confirmed that once a ballot measure is passed, the Department of Revenue will establish FRPRD as an actual taxing entity in their system. Because FRPRD is not yet in the system, the financial modeling is assessing physical address data. In some cases, assumptions need to be made based upon benchmarks, especially as relates to online purchases.

Director Levy sought confirmation from the Secretary of State's office regarding ballot language certification. General Manager Karsian said that he has been working closely with the Secretary of State's office and that it was their recommendation to make this ballot certification change.

Director Mulvey expressed that the intent of HB 1012 is non-substantive administrative clean-up. The Government Affairs/Communications Committee is assessing substantive items: voting seat for RTD and joint powers. The Committee is working with the General Manager to facilitate Committee review before the Senate hearing. Chris Nevitt expressed that every member of the Board is welcome to join the April 1, 2024 Committee meeting.

Many Board members raised questions about whether or not RTD should be a voting or non-voting member. Director Peck asked for the pros and cons of RTD being a voting member. General Manager Karsian expressed reasons for it: FRPRD is partners with CDOT and RTD, and that given joint authority conversations, possible use of FasTracks dollars, and the close collaboration with the Peak Service Study, and CDOT having a voting seat, RTD should also. On the other hand, there's the perspective that RTD is a negotiating partner. As we look to leveraging FasTracks Investment Savings Account money, that could be seen as a negotiation-based relationship, akin to our non-voting railroad Board positions.

Director Johnson stated RTD brings experience and expertise in service delivery that would be advantageous to the Board recognizing the nascency of FRPRD. She reminded the Board that FISA money is not inherently going to intercity rail along the Northwest Rail corridor, and that it's a decision of the RTD Board.

Director Pace raised that HB 1012 should be amended to contemplation an election of part of the district, or an election of different rates throughout the district. He further suggested that the Board look into other means of financing the project, by way of this bill, to ensure that passenger rail makes it to Pueblo, just like it's getting to Boulder. Director Mulvey stated that the bill is meant to be for cleanup, and adding too many amendments, especially substantive ones, will compromise the bill's success in the legislature. Director Levy stated that over the past two years, the Board has committed to not splitting the project, therefore if that holds true the south shouldn't be left behind after the north is taken care of. She expressed value in an interconnected system and sticking with it as being one project.

Director Pace expressed his desire to work collaboratively with the Board to raise these issues. He spoke of the importance of timelines. If spring polling numbers are positive, he wants to go to the ballot in some form in 2024. He projected a substantial drop in voters in 2026, meaning the next realistic would be 2028. At that point in time, much of the Board would have turned over, there will be a new governor, and political dynamics will change.

Chair Nevitt directed the Chairs of Finance and Government Affairs Committees to work with Director Pace to consider his proposals. Directors Lopez and Mulvey both expressed their commitment to doing so.

Consent Agenda: Resolution #2024-04 Approving Contract for Professional Services and Task Order Number 1 with Novitas Communication

Chair Nevitt introduced *Resolution #2024-04 Approving Contract for Professional Services and Task Order Number 1 with Novitas Communication*. Director Souby motioned to adopt the resolution and Director Gaebler seconded. There were no objections and the motion passed.

Director Updates:

Director Mullica informed the Board that this is her last meeting as a DRCOG representative. She expressed her gratitude for the opportunity to serve on the Board and expressed the need to bring benefits to all communities in the taxing district. Chair Nevitt thanked Director Mullica for her work.

Executive Session:

Chair Nevitt called for a motion to convene the Front Range Passenger Rail District Board of Directors in executive session pursuant to sections 24-6-402(4)(b) and 24-6-402(4)(e)(I) of the Colorado Revised Statutes for the purpose of receiving legal advice and for determining positions relative to matters that may be subject to negotiation with CDOT and RTD pertaining to a joint authority for the implementation of Front Range Passenger Rail.

Director Soto motioned and Director Pace seconded the motion. The Board moved into Executive Session.

Adjourn:

Director Pace motioned to adjourn. Director Souby seconded the motion. The meeting adjourned at 11:05 a.m.



March 19, 2024

**Chris Nevitt**

Chair, Front Range Passenger Rail District

[Chris.Nevitt@denvergov.org](mailto:Chris.Nevitt@denvergov.org)

**Andy Karsian**

General Manager, Front Range Passenger Rail District

[Andy.Karsian@frprdistrct.com](mailto:Andy.Karsian@frprdistrct.com)

Subject: Northwest Rail Collaboration

Dear Messrs. Nevitt and Karsian,

On behalf of the Regional Transportation District (RTD), we extend our collective thanks and appreciation for Mr. Karsian’s engagement during the recent monthly RTD Board Meeting held on Tuesday, February 27, 2024, as well as for his presentation regarding the future of Front Range Passenger Rail (FRPR).

RTD and the FRPR District Board share a joint passion and purpose in delivering world-class mobility solutions. Our respective entities are united not only by that shared vision but also in our effort to deliver fiscally responsible rail service to customers, both in the Northwest corridor and elsewhere.

The enabling legislation that created the FRPR District, Senate Bill 21-238 (SB238), specifically requires the district “to work collaboratively with [RTD] to ensure interconnectivity with any passenger rail system operated by or for the RTD...”

SB238 further specifies that “The district must also coordinate with the department of transportation (CDOT) to ensure that any system is well-integrated into the state’s multimodal transportation system and does not impair the efficiency or safety of or otherwise adversely affect existing transportation infrastructure or operations. If deemed appropriate by the board of directors of the district and by the board of directors of RTD, ***the district may share with RTD capital costs associated with shared use of rail line infrastructure in the northwest rail line corridor for passenger train service.***”

One such funding source for RTD’s portion of any shared capital costs that has been recently discussed – both in legislative circles as well as the white paper jointly developed by CDOT, FPRR, and RTD – is the FasTracks Internal Savings Account (FISA). This fund, established by the Board in 2012, was created to complete the balance of the FasTracks projects approved by voters in 2004. As of 2023, the FISA balance stood at approximately \$168 million. Any use of this fund requires the approval of the RTD Board. This seed money must only be used in alignment with its intended purpose and in the best interests of the taxpayers from whom this funding is derived.

Critical information is required by both our organizations to determine whether there are indeed opportunities to share capital costs, including the Service Development Plan (SDP) from the FRPR District and the results of the



Northwest Rail Peak Service Feasibility Study from RTD. We look forward to sharing this information openly.

During the FRPR update to the RTD Board of Directors on February 27, 2024, Mr. Karsian explained that the FRPR District is working on its Service Development Plan (SDP), which will include crucial information such as the projected costs, the financing plan, and an implementation plan for bringing Front Range Passenger Rail to fruition, among many other key pieces of information. RTD looks forward to reviewing the SDP when it is complete, and we thank you for your willingness to share information collaboratively. In the meantime, RTD understands that there is no specific ask currently from the FRPR District to RTD regarding any sharing of costs.

As you are aware, RTD and its partners are currently working to identify the requirements and costs to upgrade existing track, develop rail stations, and operate "peak service" along the Northwest Rail Line from the existing Westminster Station to Boulder and terminating in Longmont, with a limited number of trains running each morning and evening.

The RTD-led project team is nearing the final phase of its efforts to evaluate the feasibility of this peak service concept and to establish a common set of facts that can be leveraged for purposes of decision-making regarding the development of rail service in this area. As the project team concludes its work, it is more important than ever for RTD and the FRPR District to work in lockstep and assess opportunities for collaboration. RTD intends to share its findings openly with the FRPR District to further our mutual explorations of possible ways to collaborate in achieving our organizations' respective goals.

While the recent Amtrak-operated train journey from Denver Union Station to Longmont served as an exciting demonstration of what can be, in our respective agencies, we recognize that substantial work, not to mention significant, sustainable funding, is needed to make similar journeys a routine occurrence, for the betterment of the entire state.

In the spirit of mutual collaboration, we continue to look forward to working closely alongside you, the members of the FRPR District Board, and our state and local partners in the coming weeks and months.

Sincerely,

Handwritten signature of Erik Davidson in blue ink.

Erik Davidson  
Chair, Board of Directors

Handwritten signature of Debra A. Johnson in blue ink.

Debra A. Johnson  
General Manager and CEO

CC: FRPR Board of Directors  
RTD Board of Directors



March 26, 2024

**Erik Davidson, RTD**

Chair, Board of Directors

[Erik.Davidson@rtd-denver.com](mailto:Erik.Davidson@rtd-denver.com)

**Debra A. Johnson, RTD**

General Manager and CEO

[Debra.Johnson@rtd-denver.com](mailto:Debra.Johnson@rtd-denver.com)

Subject: Front Range Passenger Rail District & Northwest Rail Collaboration

Dear Chair Davidson and General Manager and CEO Johnson,

On behalf of the Front Range Passenger Rail District (FRPRD), thank you for your letter of collaboration regarding Northwest Rail dated March 19, 2024.

The FRPRD and RTD share a joint goal of delivering fiscally responsible rail service in the Northwest corridor. As your letter pointed out, our two agencies have been coordinating since FRPRD's inception through the respective planning efforts of RTD's Northwest Rail Peak Service Study and FRPR's Service Development Plan. The groundwork is in place to accelerate planning and implementation.

One of the most important factors in building a successful rail project is upfront infrastructure funding. We are grateful that the RTD Board continues to discuss how FISA dollars could be used on a shared goal of rail service along the Northwest corridor. In the upcoming years, there will be ongoing opportunities for the FRPRD, CDOT and the state to leverage an array of funding sources (i.e. federal, state, FISA and ballot measure revenue) to maximize effective investment on the corridor. Continuation of our proactive partnership will help us to secure competitive and perishable federal funds provided through the IIJA.

As the Northwest Rail Peak Service Study nears completion, it is more important than ever for RTD and the FRPRD to work together and collaborate. Continued cooperative efforts of our respective organizations are vital to optimizing operational efficiencies. The FRPRD looks forward to advancing pathways to achieve our organizations' respective goals, jointly recognizing that substantial work and sustainable funding is needed for the betterment of our state's transportation options.

We are looking forward to our ongoing partnership and continuing to work with you, the members of the RTD Board, and our state and local partners.

Sincerely,



Chris Nevitt, FRPRD Chair



Andy Karsian, FRPRD General Manager

CC: RTD Board of Directors  
FRPRD Board of Directors

**FRONT RANGE PASSENGER RAIL DISTRICT  
EXECUTIVE COMMITTEE**

Tuesday March 19, 2024; 1 p.m. (Virtual)

**Roll Call**

- Attendance: Luis Lopez, Chris Nevitt, Deborah Mulvey, Sal Pace, Joan Peck, John Putnam
- Not Present: Jill Gaebler, Josh Laipply
- FRPRD Staff Attendance: Andy Karsian, Chrissy Breit, Nancy Burke, Ashica Smith
- FRPRD Legal Counsel Attendance: Brent Butzin

**Chair's Report**

Chair Nevitt called the meeting to order and welcomed participants.

**Committee Reports**

*Government Affairs*

Mr. Karsian shared that HB24-1012, FRPRD's Administrative Clean-Up Bill, has passed through the House and Senate. In the Senate, it was amended to remove Weld County from the District and to reinstate the Senate approval of MPO appointees. Amendments also clarified MPO and Governor Board of Director appointment dates to take place at the beginning of the year in advance of officer elections. Next, the House will review the bill to ensure it concurs with the Senate's amendments and then it will go to the Governor for his signature.

Director Mulvey noted that a citizens group in Douglas County is holding a community meeting in opposition to FRPR. She plans to present to the community group and supply them with information.

*Planning Committee*

Ms. Breit shared that Planning Committee had an initial discussion on the touch, look, and feel of an intercity passenger rail service. Mr. Sayers presented on the different elements of rolling stock, recognizing that there are tradeoff decisions to be made when procuring rolling stock (for example, more space for bikes means less space for ticketed passengers). The Committee gave FRPRD staff direction to develop a sushi menu of different rolling stock components to help them understand the policy decisions that will need to be made around service options and rolling stock. Ms. Breit continued that the Committee expressed its desire to hear directly from potential service operators, especially in light of the upcoming deadline for Amtrak's procurement to acquire new rolling stock. Director Peck noted that when she was in Washington DC the prior week with the Northwest Mayors and Commissioners Coalition, she had the opportunity to meet with Amtrak. Amtrak did not provide information on the cost of a trainset and expressed a desire for an MOU with FRPR before having further conversations. General Manager Karsian shared that he had good conversations with Amtrak at the March showcase train to Longmont, and that at that time, Amtrak offered to come present to the Board. General Manager Karsian expressed his expectation of offering Amtrak the opportunity to meet with the Board in May or June.

**Finance**

As new Chair of the Finance Committee, Treasurer Lopez expressed his desire for the Committee to review FRPRD financials on a monthly or quarterly basis. Ernst & Young will present the results of the financial modeling at the March 21, 2024 workshop. The findings of the financial model are

intended to inform the Directors' decision around going to the ballot in 2024. Director Lopez cautioned that there is truly one opportunity to go to the ballot – it's hard to come back from a failed ballot initiative to win in the future.

## **Business**

### *Surface Transportation Infrastructure Development Bill*

Mr. Karsian mentioned that Senate President Fenberg's bill has not been introduced, but that drafts are underway. There are two parts to the bill: the first includes a fee structure with the intent to develop a state funding source to support transit and rail, including Bustang, FRPR, and mountain rail. The proposal is to add a fee to rental cars, which is anticipated to bring in up to \$50 million a year. The money would go to CTIO, a public private partnership entity under CDOT, to raise matching funds for federal grants and to pay for capital development on transit and rail projects. The second element of the bill is a proposal for the development of a joint authority between FRPRD, CDOT, and RTD. The intent is to focus on the first phase of Northwest Rail, combining resources to start work on the capital construction to show progress to the public. General Manager Karsian provided Directors comments on the bill draft, especially as relates to the responsibilities outlined for RTD and FRPRD.

Director Putnam stated that the bill will be introduced as Senate Bill 24-184. He specified that the bill does not directly call for a separate authority but instead directs discussion between RTD, FRPRD, and the State to work together to advance Northwest Rail. An option could be a straight IGA among the three entities. There is no intent for RTD to be the lead agency. The bill calls for an annual reporting requirement to the Transportation Legislative Review Committee on the progress of the entire Front Range Passenger Rail project to ensure the project is completed to the south. Director Lopez asked the RTD's Board position on the bill and a possible joint venture. General Manager Karsian stated that the RTD Board has not yet taken a position on the Bill, but that FRPRD and RTD are working closely. Earlier in the day, RTD General Manager and CEO Debra Johnson and Board Chair Erik Davidson submitted a letter to FRPRD voicing their commitment to further partnership on the project. Director Peck added that the RTD Board has not yet met to take a position on the proposal. She added that Mr. Davidson is convening a meeting of all mayors on the Northwest Rail corridor. Director Peck asked General manger Karsian what RTD wants out of the bill and project. He shared that in his conversations, RTD also wants to partner to more quickly advance implementation of rail on the northwest corridor.

Director Mulvey spoke to the need for FRPRD attorneys and Directors who drafted SB21-283 to review the amendments FRPRD puts forward. She raised concern that SB 24-184 changes what FRPRD was set up to accomplish and potentially dilutes FRPRD authority. She raised concern that people may have opposition to elements of the bill, while not necessarily being opposed to the bill as a whole. She asked if the \$50M is intended to be awarded over a series of years and she asked about the status of using the long bill process to get matching funds for federal grants as opposed this bill. Mr. Butzin replied that the bill does not necessarily touch FRPRD statute but does propose changes to RTD and CTIO statute.

Chair Nevitt asked for clarification that the bill truly creates a reliable new funding source for FRPRD and/or the Front Range Passenger Rail project. Director Putnam noted that the bill is intended to service three primary beneficiaries: Front Range Passenger Rail, mountain rail, and intercity bus

(Bustang). To fit within the CTIO statute, the money must go toward congestion relief, which is partially why there are no dollar amounts as to who gets what. Director Putnam stated that if the Board does not go to the ballot in 2024, or it goes to the Ballot and does not win, this is probably the only way FRPR unlocks some of the federal money that is anticipated to run out in 2026. Director Putnam expressed that the bill doesn't force FRPRD to do anything but report with RTD and the State to the legislature about implementation plans to advance rail on the Northwest Rail corridor.

**Adjourn:**

Chair Nevitt adjourned the meeting at 2:04 p.m.

**FRONT RANGE PASSENGER RAIL DISTRICT  
PLANNING COMMITTEE**

Wednesday, March 13, 2024; 8:30 a.m. (Virtual)

**Roll Call:**

- FRPRD Directors: Josh Laipply, Deborah Mulvey, Chris Nevitt, Sarah Nurmela, Sal Pace, John Putnam, Jose Soto, Randy Wheelock
- FRPRD Staff: Chrissy Breit, Duane Sayers
- CDOT Staff: David Singer, Cody Hedges

**Introduction:**

Chair Laipply opened the meeting with an explanation about the direction of the committee over the next few meetings as it relates to refocusing on non-service development plan (SDP) topics, to the lookahead for future meetings, and having the discussion about stations soon. He then turned over the meeting to Duane Sayers, FRPR Director of Rail Planning and Operations, to talk about rolling stock.

**Staff Updates:**

Mr. Sayers started with Staff Updates which included a recap of the Amtrak demonstration train from Denver Union Station (DUS) to Longmont on Thursday, March 7, 2024.

- Chair Nevitt expressed that he thought it was a successful event and related a story that even though the train operated at a slower speed than a FRPR train will, the train still beat someone who drove to Longmont from DUS.

Mr. Sayers and Ms. Breit had a meeting with Loveland engineering staff in Loveland for a site visit of the three FRPR station sites they were considering. The group toured the sites and had discussions on station and track layouts as well as potential development around the station area.

**Rolling Stock Presentation:**

Mr. Sayers opened a PowerPoint presentation that describes what rolling stock is and how it will relate to FRPR's options when it comes to selecting a trainset for service.

- Director Nurmela asked how many cars were powered by the "Power Pack" on the Stadler train. The correct answer is, there are two connected cars on either side of the power pack, to make up a 4-car trainset.
- Director Nevitt asked how long a platform is for RTD commuter rail. The answer is 400 feet.
- Chair Laipply asked what the delta is between a diesel train and a hydrogen train. Mr. Sayers used a recent Caltrans purchase of four Alstom hydrogen trains for \$80 million as an example.
- Director Mulvey expressed her support for using diesel since Amtrak and BNSF both use diesel.
- Director Putnam provided clarity on cost approaches and how they will vary greatly depending on what models are considered.
- Director Nevitt asked if the platform used by RTD commuter rail is high platform, level boarding? Mr. Sayers confirmed that RTD commuter rail is high platform, level boarding.
- Director Nevitt asked what the trip time is going to be between Fort Collins and Denver, and Denver and Pueblo as it relates to the necessity of having restrooms on a train.

- Ms. Breit added that the district is polling potential customers as to what experience they would like to see, and what decisions will have to be made that makes sense related to the service the district ultimately wants to provide.
- Director Putnam added that there are restrooms on Bustang and we will want to consider those who are taking longer trips as well as our aging population.
- Director Mulvey noted that anecdotally she has talked to younger potential riders who are less concerned about amenities and more about having a reliable service.
- Director Nurmela emphasized that schedule will be important and having amenities like Wi-Fi, charging capability, and work surfaces for laptops being important.
- Chair Laipply agreed with the need for restrooms and Wi-Fi and noted that it was very important to Bustang customers when that was started.
- Director Wheelock advised that looking forward to future riders is important as we consider what their needs will be 20 years out.
- Director Mulvey offered pictures she took on a recent Amtrak train for reference.
- Director Nevitt asked if staff could put together a table of potential amenities and services so that committee members can look in one place to understand what we have discussed and what choices may be available.
- Director Putnam added that Wi-Fi has been spotty with other transit providers and that it may not be necessary if there is reliable 5G coverage throughout the alignment.
- Director Nurmela agreed with completing a matrix for choices and asked if environmental considerations can be added to the matrix, and what maintenance costs might be.

Post-presentation, Director Nevitt opened discussion about when decisions need to be made considering the question of an agreement with Amtrak and how that might accelerate the process based on their information that if we want to go with Amtrak, an initial decision will have to be made soon if we want to get in the Amtrak queue related to their order of new rolling stock. Director Putnam added that Amtrak is looking for an intent though not legally binding, with further discussion to come. Director Mulvey offered that if a decision is to be made, that process should come from the planning committee and offered as a motion to the full board.

**Committee Lookahead:**

Mr. Sayers said that he and Chair Laipply discussed other look, touch, feel discussions including Station Location Criteria, as well as discussions on bikes, dogs, and fare media.

**Meeting adjourned.**



# Front Range Passenger Rail

Rolling Stock Presentation  
Duane Sayers

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Wednesday, March 13, 2024

# What is Rolling Stock?

## Definition of Rolling Stock

### FRA Frequently Asked Questions

#### What is the definition of "rolling stock?"

Rolling stock is defined in the Buy America regulations (49 CFR Part 661.3) as: "transit vehicles such as buses, vans, cars, railcars, locomotives, trolley cars and buses, and ferry boats, as well as vehicles used for support services."



# What is Rolling Stock

**Rolling Stock for FRPR purposes will be Motive Power = Locomotive or engine, and passenger cars, or it can be a trainset using Diesel Multiple Units (DMUs).**

## **What is Motive Power?**

1. An agency (such as water, steam, electricity, fuel) used to impart motion especially to machinery
2. Something (such as a locomotive or a motor) that provides motive power to a system

**Passenger cars can be either powered or unpowered.**

# What is a DMU?

A **diesel multiple unit** or **DMU** is a [multiple-unit](#) train powered by on-board [diesel engines](#). A DMU requires no separate [locomotive](#), as the engines are incorporated into one or more of the carriages. Diesel-powered single-unit [railcars](#) are also generally classed as DMUs.

## What is a Tier 4 Diesel Engine?

New **Tier 4 engines** are expected to reduce two key pollutants: particulate matter (PM) and nitrogen oxides (NOx) by about 90%. These emission reductions have been achieved through the use of advanced exhaust gas aftertreatment technologies, with most Tier 4 engine families using urea-SCR catalysts for NOx control.

Diesel Exhaust Fluid (DEF) is a solution of urea and water that's injected into the exhaust stream of diesel vehicles to turn NOx gases (harmful emissions) into nitrogen and water. This system is called a Selective Catalytic Reduction (SCR) implemented by vehicle manufacturers to meet EPA emissions standards in 2010.

# What Options Does FRPR Have?

Initially, FRPR trainsets will be powered by something other than electricity. Most likely, they will be a diesel locomotive, or Diesel Multiple Units (DMUs).



Amtrak locomotive pulling non-powered passenger cars.



"Power Pack" car of [Stadler FLIRT](#) DMU with open bay of a diesel-generator.

# What Options Does FRPR Have?

The use of hydrogen powered trains is emerging in the industry. Manufacturers like Stadler and Alstom already have orders for hydrogen powered trains.



# Passenger Cars

Choices are limited when it comes to what FRPR can use. DMU trains are typically shorter distance and small consist size.



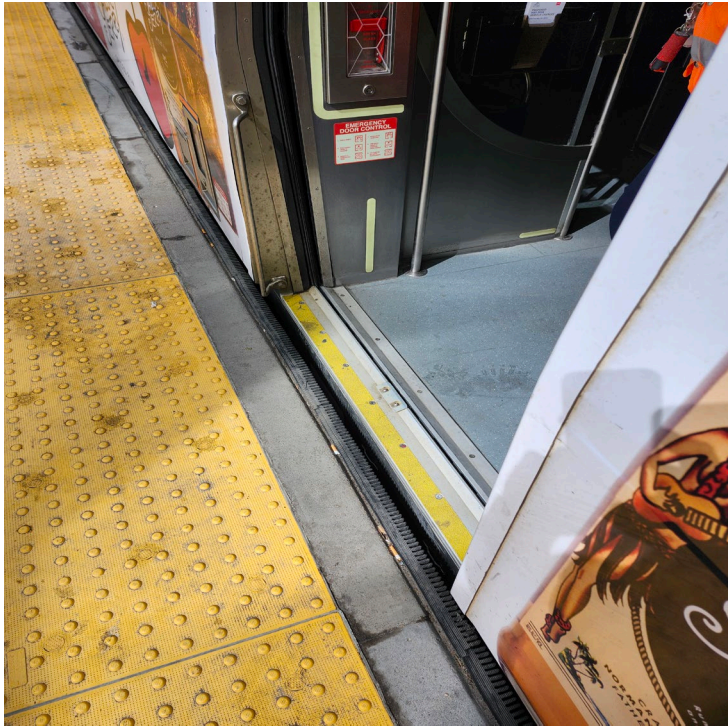
# Passenger Cars

Ideally, we want to go with single level, high platform, level boarding passenger cars as opposed to bi-level cars.



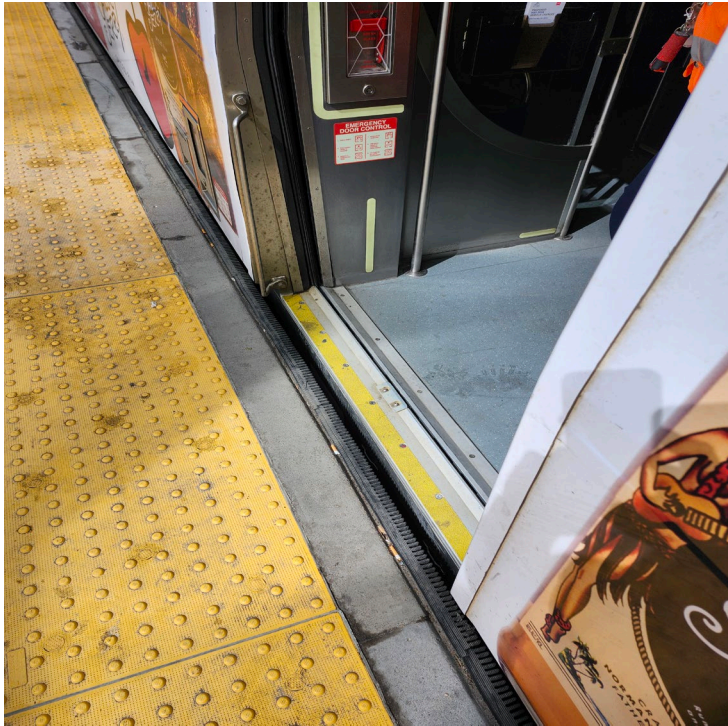
# Platform Boarding

There are basically two types of boarding styles. High platform, level boarding, and low platform, step-up boarding.



# Platform Boarding

Level boarding allows for wheelchair, walker, stroller, and bike boarding from a flat, level platform at any door. Platform height is typically 48-50" above Top of Rail (TOR).





# Platform Boarding

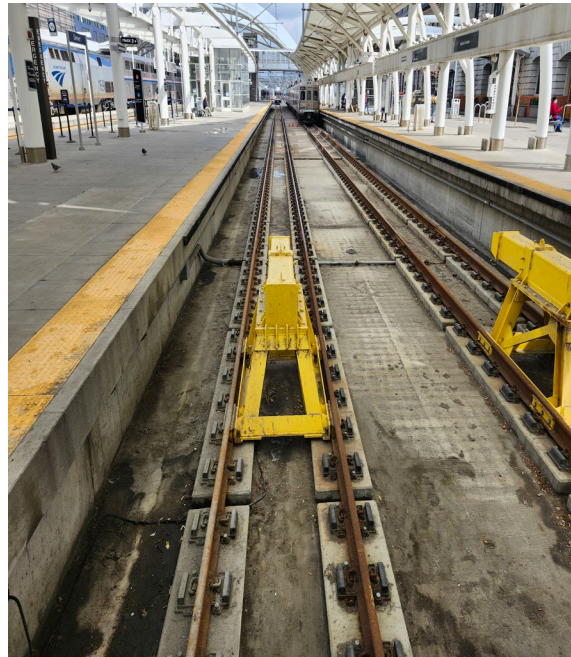
Low platform boarding usually involves a ramp or bridge plate and human intervention to board a wheelchair or mobility device because of the gap between platform and passenger car. Low platform height is around 18" above TOR.



# Platform Types



**Low Platform**



**High Platform**



**High Platform, Basic Station Layout**

# Baggage

FRPR has several options when it comes to passenger baggage. Because of the relatively short intercity distance, we will not be considering checked baggage options. Other options include overhead baggage shelves, baggage racks, and utility areas where baggage can be stowed.



# Bicycles

Safe bike storage is always a challenge. You want to put them in a place that is safe for the bike, rider, and other passengers, easily accessible, while not being an obstruction. There will always be the trade-off between space for bicycles and more passenger seats.



# Concessions

The choice to have concessions takes careful consideration. It can be difficult to staff, difficult to stock, and depending on what you sell, may not be profitable.



# Restrooms

Having restrooms on a train is also a challenge, albeit necessary. For trips that can take multiple hours, especially if selling concessions, restrooms are a necessity.



# Conclusion

These are just a few of the decisions that need to be made involving rolling stock. Other decisions include branding, color schemes, amenities like Wi-Fi, and the sale of alcohol.

In the end, what we strive for is a safe, reliable, comfortable, efficient and friendly intercity rail service that will draw in customers and keep them coming back for all those reasons.



# Questions?



**FRONT RANGE PASSENGER RAIL DISTRICT  
GOVERNMENT AFFAIRS AND COMMUNICATIONS COMMITTEE MEETING**

Tuesday March 26, 2024; 2:30 p.m. (Virtual)

**Roll Call:**

- Attendance: Nathan Anderson, Dennis Flores, Jill Gaebler, Will Karspeck, Josh Laipply, Claire Levy, Deborah Mulvey, Chris Nevitt, John Putnam, Jose Soto, Jim Souby, Dale Steenberg, Randy Wheelock
- FRPRD Staff Attendance: Chrissy Breit, Nancy Burke, Andy Karsian, Ashica Smith
- FRPRD Legal Counsel Attendance: Steve Kaplan

**Approve Agenda**

Director Mulvey called the meeting to order at 2:35 p.m. and a quorum was established. Director Levy moved the motion to approve the agenda and Director Soto seconded. No objections were raised.

**Committee Discussion on SB24-184 (Fenberg CTIO Bill)**

The Surface Transportation Infrastructure Development Bill is intended to allow funds to be raised through CTIO to fund transit and rail services for congestion relief. Directors in attendance had lengthy discussion on the bill in advance of its first hearing on March 27, 2024.

On page 125, lines 7-9, there is confusion around the language that describes the roles and responsibilities between RTD and FRPRD. Previously, General Manager Karsian circulated a memorandum noting this need for amendment. Such language has been submitted to Senator Fenberg and is anticipated to be introduced as an amendment. General Manager Karsian shared that FRPRD will not lose any authority, and there is expected to be more equal partnership between FRPRD, CDOT and RTD than this version of the bill suggests.

On page 12, section 3, 32-9-107, members raised concern regarding language enabling RTD to extend construction and operations outside its district to Fort Collins, to be reimbursed later by a public body. Director Levy noted this language creates confusion around the nature of the FRPR project. She emphasized that improvements outside of the current RTD boundaries would need contributions from a public source that is not FasTracks funding.

Regarding the definitions of travel shed on page 7 and user fee on page 18 (lines 3 to 18), Directors Wheelock and Levy raised the lack of clarity of shifting CTIO/fee funds from one jurisdiction to another. The loose language implies that user fees and existing funds within one district can be used for construction (benefits) in other areas.

On page 6, section K, Director Soto raised the concern that the bill lacks language regarding fair labor standards. He noted labor's significant role in crafting and raising support for IJA. Directors suggested it be added to the legislative declaration.

Mr. Kaplan raised the ongoing issue about who will allocate the new fee and what criteria it will be allocated on. There's so many potential uses for the fee, from buses to mountain rail. He asked if there's been any discussion about ensuring a fixed fee or designated percentage goes to FRPRD. Director Putnam noted that attorneys have raised concerns about making a designation on things that may not deliver on congestion benefits. Designation amounts will be made by CTIO. He confirmed that if an entity makes a commitment to advance financing (bond against this revenue), a commitment would be needed by CTIO and agreements would need to be worked out. Director Levy

affirmed that is a deep concern for her. Director Putnam noted it will be hard to add to the bill a criteria or guarantee for funding to FRPRD.

Director Pace made the motion to recommend the Board support the bill if amended to address concerns discussed in the meeting and previously submitted to Senate Fenberg's office. Director Souby seconded. The motion passed.

Per page 16 of the bill, Director Mulvey asked if the reporting requirements unduly asks FRPRD to speak about host railroad coordination which could negatively impact railroad negotiations. Director Anderson affirmed the value of keeping this language broader. Director Putnam noted that an amendment speaking to this has already been developed. Chair Mulvey affirmed the need for reporting deadlines to be conducive to planning processes, rather than be based in unrealistic direction.

**Adjourn:**

The meeting adjourned at 4:10 p.m.

# Front Range Passenger Rail District

## SWOT Analysis

### MEETING SUMMARY

February 14, 2024

Prepared by CDR Associates, Taloma Partners, and Sean Walsh Consulting



## Overview

Select Front Range Passenger Rail District (FRPRD) staff and Board members, supported by a consultant team, met to articulate, acknowledge, understand, and begin to define a plan to address the administrative and political realities—internal and external—facing the Front Range Passenger Rail District as it charts the future for a new form of transportation along Colorado’s North-South corridor.

The approach for this workshop was a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis which identified the following themes/categories:



### The District

*Relating to the staff, Board, and collaborations within the FRPRD as an organization*



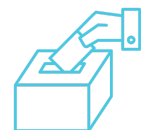
### Policy

*Relating to government affairs and collaborations with elected or public officials*



### Passenger Rail

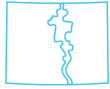
*Relating to details of the concepts and technology of passenger rail*



### The Ballot

*Relating to timing of a campaign for voter approval of a revenue stream*

## Strengths



- **District administrative program is nimble**
- **District is continually growing strategic partnerships**
- Effective partnerships between FRPR and key agencies (e.g. RTD, CDOT, FRA)
- Greater SDP progress compared to other corridors (i.e. accepted directly into Step 2 of FRA Corridor Identification and Development Program) and this closer to funding through IIJA



- **Legislative support for General Fund allocation creates a foundation for wider political support**
- Board is inclusive of key stakeholders (e.g. local officials, railroads)
- Recipient of federal funding (CIDP)
- Federal interest in the corridor and currently supportive political climate
- Congressional Delegation support
- Governor's support communicates a clear narrative



- **The public has provided positive feedback about passenger rail in conversations along corridor regarding the vision of FRPR**
- Can be competitive with vehicle travel times
- Higher safety ratings than vehicular traffic
- Alignment of timing with other large shifts in rail service (e.g. federal funding, climate impact/benefit)
- Many new residents are familiar/experienced with passenger rail

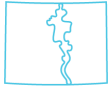


- 2024: Presidential election cycle generates higher turnout of voters more inclined to support new taxes.
- 2024: Presidential election year associated with greater tax initiative success (10-15%)
- Governor's support demonstrates a clear priority to voters
- Passenger rail is connected to housing solutions (i.e. TOCs)

**Bolded points were identified as a priority topic during the workshop**

*\*Consultant Team addition after workshop*

## Weaknesses



- Small staff leads to limited capacity
- Bound by TABOR requirements
- The scope of SDP is outside of District's control and is tied to CDOT's oversight
- Keeping up with the timelines of numerous related efforts and the opportunities or threats they present



- Other pressing issues hinder local officials' awareness and ability to support messaging
- The scope of SDP is outside of District's control and instead tied to CDOT's oversight



- **History of commuter rail service disappointments the North may be impactful to FRPR**
- **Lack of public awareness about distinctions between passenger rail, commuter rail, and light rail (and the defining features passenger rail will provide)**
- Public perception that train is, "for thee, not for me"
- Difficult to model technology in this geography since it does not exist

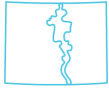


- **Full complement of campaign funding sources/impact on (ask of) taxpayers not fully defined**
- **Messaging and information working on assumptions since SDP is not complete**
- History of rail projects going over budget and behind schedule
- Currently unable to clearly communicate the benefits of passenger rail/FRPR's impact
- Public desire for local stations/stops near them
- Competing with immediate issues versus offering a long-term solution
- Unclear benefits and impacts of passenger rail aside from proposed station locations\*

**Bolded points were identified as a priority topic during the workshop**

*\*Consultant Team addition after workshop*

## Opportunities



- **Build transparency and restore public trust from past frustrations by clearly defining who the District is and what passenger rail means in Colorado**
- Focus singularly on FRPR's mission and mode
- Communicate the various roles and responsibilities of CDOT, RTD, and FRPRD to clarify that the organizations are partners, but *distinct entities*



- **Strengthening legislative relationships and utilizing existing support**
- Refer to SB 260 as a resource to ID potential partners and supporters



- **FRPR provides a Colorado traffic solution. In certain areas, CDOT has expressed that I-25 roadway capacity cannot expand further**
- **Developing a communications strategy that leverages existing public awareness of traffic problems**
- Tried and true technology that allows for facts and data to draw from
- Part of the solution to housing crisis, creating a reasonable commute from communities farther from employment hubs

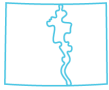


- **Partnership with economic development organizations along corridor to communicate benefits of FRPR**
- 2026: Likely a shorter ballot with fewer tax initiatives than 2024
- Strategic engagement with undecided voters
- Potential 501(c)(4) established to support campaign

**Bolded points were identified as a priority topic during the workshop**

*\*Consultant Team addition after workshop*

## Threats



- Unconfirmed support from railroads until further into SDP



- **“The Clock”**: Compressed timeline and minimal political groundwork laid for 2024 ballot campaign
- In some areas, Governor's support is perceived as top down approach not a statewide solution
- Established (if not fully engaged) opponents



- Confusion with commuter rail and perception of being 20 years behind in Northern communities
- Higher capital cost as time goes on
- Communicating benefits outside of a station



- **Lack of firm plans (SDP) and numbers (total cost/taxpayer ask)**
- **Local transportation or other ballot initiatives as a voter priority**
- Unclear public perception of Amtrak
- 2026: Much lower voter turnout (16-18% drop in Colorado)
- 2024: lengthy ballot; placement at bottom of ballot (7A)
- 2024: More expensive campaign due to Presidential election year turnout
- Losing at the ballot would make it difficult to return to the voters soon
- Uncertain external events (e.g., economic, political, international)
- Lack of updated voter data\*
- Unidentified campaign funding sources\*
- Existing opposition from some elected officials\*
- Potential changes in federal funding availability following Presidential election\*

**Bolded points were identified as a priority topic during the workshop**

*\*Consultant Team addition after workshop*

## Analysis

A current focus for the FRPRD Board of Directors is to deliberate and decide on whether to propose a tax to voters within District boundaries during the upcoming election cycle in November 2024. Since this ballot proposition emerged as a major theme among the SWOT discussion, we have summarized the Pros and Cons of 1) moving forward with a ballot proposition in 2024 or 2) pursuing a ballot proposition in a future election cycle. The following analysis could be utilized as a discussion tool. The points outlined below are not exhaustive, but a reasonable reflection of the issues.

2024 Ballot: Pros	2024 Ballot: Cons
<ul style="list-style-type: none"> <li>● FRPRD is well placed for federal funding, recipient of Corridor Identification Program (CIDP).</li> <li>● Passionate advocate in Governor, Administration supportive of project/vision of FRPR.</li> <li>● Colorado General Assembly considering dedicated General Fund support of project, unprecedented activity in recent memory.</li> <li>● The opportunity to get YES votes from younger Democrats more likely to approve tax increases exists only during Presidential Election Cycles.</li> <li>● 2024 falls outside of statewide candidate race cycle (i.e. won't be used as a campaign-defining issue among statewide candidates.)</li> <li>● FRPRD is a fresh idea, narrative can be built. (unburdened by having been previously defined.)</li> </ul>	<ul style="list-style-type: none"> <li>● The unfinished SDP process will be used against the District. Opponents will say: "It's a half-baked proposal", "It's just not ready"</li> <li>● Unfinished financial model... "This is a blank check".</li> <li>● Unlike SCFD, RTD and local school districts, FRPRD is a relatively unknown and untested entity.</li> <li>● Election Preparation Expense: preparation/placement costs can be sizeable.</li> <li>● If the District loses the election, it will be several years before FRPRD can try again.</li> <li>● Campaign Expense: High voter turnout in a Presidential Election Cycle (as high as 90% historically in some counties) leads to a more expensive campaign.</li> <li>● Campaign Expense: Compressed timeline for voter education and fundraising.</li> <li>● Campaign Funding: Unsure who will be donors/capacity to cover campaign costs</li> <li>● Crowded Ballot: Prospective donors may be required to put resources elsewhere based on industry threats.</li> <li>● Crowded Ballot: Many campaigns/ messaging creates noise; voter fatigue.</li> <li>● If the need for intercity passenger rail isn't urgent enough that taxpayers will support it, we need time to help create that need.</li> <li>● Question: If the impetus behind a 2024 election is leveraging political will and money from DC, not voters clamoring for passenger rail, is that sufficient to lead to victory?</li> </ul>

**Bolded points were identified as a priority topic during the workshop**

*\*Consultant Team addition after workshop*



Future Ballot: Pros	Future Ballot: Cons
<ul style="list-style-type: none"> <li>• More time to educate, build coalitions, and have partners identify/secure campaign donors.</li> <li>• Going in a future cycle allows certain processes (SDP and financial modeling chief among them) to play out, be socialized.</li> <li>• More time to bring UP and BNSF on board.</li> <li>• Population growth spurs increased transportation demand, demographic shifts</li> <li>• Stronger value proposition: Greater availability of data that supports benefits of passenger rail (i.e.: climate impact/benefits, travel time, etc.)</li> </ul>	<ul style="list-style-type: none"> <li>• A delay will increase the expense of capital projects.</li> <li>• Decision seen as creating a “loss of momentum” by bypassing any of the expectations around 2024.</li> <li>• FRPRD risks federal grant money going to other projects in other states.</li> <li>• Outcome of the Presidential Election may change DC funding opportunities.</li> </ul>

## Next Steps

- 1. Conduct FRPRD Polling**
- 2. Develop Potential Tactics:** Using (1) polling results, (2) the Pros/Cons list, and (3) the SWOT Analysis, create a series of potential actions and tactics that could be used to mitigate Weaknesses/Threats/Cons and maximize Strengths/Opportunities/Pros. This will result in a list of potential actions the FRPRD Staff can consider implementing and/or adding to an engagement plan
- 3. Develop an Engagement Plan**

## Remaining Questions

- With a growing population along the District, are new residents experienced or familiar with passenger rail? How will that impact their decision making when asked to support this program?
- Outside of a tax election and CIDP, what are additional funding opportunities?
- How can we make the distinctions between light rail, commuter rail, and passenger rail widely understood?

## Participants

Nancy Burke, FRPRD Staff  
 Lynette Crow-Iverson, FRPRD Board Member  
 Laura Hickey, CDR  
 Andy Karsian, FRPRD Staff  
 Michelle Lyng, Novitas  
 Sal Pace, FRPRD Board Member  
 Jeffrey Range, CDR  
 Chip Taylor, Novitas  
 Sean Walsh, SWC  
 Tamra Ward, Taloma Partners

**Bolded points were identified as a priority topic during the workshop**

*\*Consultant Team addition after workshop*

**RESOLUTION NO. 2024-05  
OF THE FRONT RANGE PASSENGER RAIL DISTRICT  
APPROVING A CONTRACT FOR PROFESSIONAL SERVICES  
AND TASK ORDER NUMBER 1 WITH LINHART PUBLIC RELATIONS**

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, Section 32-22-105(2)(d), C.R.S. authorizes the Board of Directors of the District (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, pursuant to Section 32-22-105(2)(g)-(h), C.R.S., the Board is 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; and

WHEREAS, the District identified the need to procure, and benefit of securing, the services of consultants to perform on-call, task order-based professional services to support its efforts; and

WHEREAS, the District issued a Request for Qualifications for Multiple Award Task Order Contracts for Professional Services, dated September 13, 2023 (as amended by addenda, the “RFQ”) to select consultants to provide such Services; and

WHEREAS, in response to said RFQ, Linhart Public Relations, LLP, (“Linhart”) submitted a statement of qualifications to provide marketing and communications services; and

WHEREAS, pursuant to the process set forth in the RFQ, the District selected Linhart as a Pre-Qualified Applicant; and

WHEREAS, on the basis of such selection, the Board desires for the District to enter into a contract with Linhart for the purpose of providing marketing and communications services (the “Contract”); and

WHEREAS, pursuant to the Contract, the Board desires for the District to issue a Task Order to Linhart under which Linhart will perform certain services; and

WHEREAS, given the time-sensitivity of the work, Linhart has recently begun providing certain services as described in Task Order No. 1.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Front Range Passenger Rail District that the Board of Directors hereby approves the Contract with Linhart, attached hereto as **Exhibit A**; ratifies any prior execution of the same; and authorizes the General Manager to execute the Contract in substantially the form presented, with such non-material modifications as may be approved by the General Manager and District legal counsel.

BE IT FURTHER RESOLVED that the Board of Directors hereby approves Task Order No. 1 under the Contract, attached hereto as **Exhibit B**; ratifies any prior execution of the same; authorizes the expenditure of funds for the purposes set forth in Task Order No. 1 in an amount not to exceed the maximum amount set forth therein, including for any such services already provided by Linhart under Task Order No. 1; and authorizes the General Manager to execute Task Order No. 1 in substantially the form presented, with such non-material modifications as may be approved by the General Manager and District legal counsel.

APPROVED this 29th day of March 2024.

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Chair

ATTEST:

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Secretary

**EXHIBIT A**  
**CONTRACT FOR PROFESSIONAL SERVICES**

**CONTRACT**  
**FOR**  
**PROFESSIONAL SERVICES**

This **CONTRACT** (the “Contract”), made and entered into this 29th day of March 2024 (hereinafter referred to as “Contract Effective Date”), 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 Linhart Public Relations, LLP, a Colorado partnership (hereinafter referred to as “Consultant” and, together with the District, collectively the “Parties” and individually each a “Party”).

**RECITALS**

**WHEREAS**, the purpose of the District is 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**, the District identified the need to and benefit of securing the services of consultants to perform on-call, task order-based professional services to support its efforts; and

**WHEREAS**, the District issued a Request for Qualifications for Multiple Award Task Order Contracts (MATOCs) for Professional Services, dated September 13, 2023 (as amended by addenda, the “RFQ”) to select consultants to provide such Services; and

**WHEREAS**, in response to said RFQ, Consultant submitted a statement of qualifications; and

**WHEREAS**, pursuant to the process set forth in the RFQ, the District selected the Consultant as a “Pre-Qualified Applicant”; and

**WHEREAS**, on the basis of such selection, the Board has now authorized the award of this Contract to Consultant; and

**WHEREAS**, this Contract sets out the terms and conditions pursuant to which the Consultant may perform Services from time to time pursuant to separate Task Orders (as defined below) to be separately awarded by the District.

**NOW THEREFORE**, in consideration of the promises, and of the terms, covenants, and conditions hereinafter contained to be kept and performed by the Parties hereto,

**IT IS MUTUALLY AGREED AS FOLLOWS:**

## **1. Nature of Agreement**

### **1.1. Entire and Integrated Contract**

It is expressly understood and agreed by the Parties that:

- a. the following documents are incorporated into and made a material part of this Contract as though fully set forth herein: each “Exhibit” and “Attachment” hereto, including as Exhibit 4 certain federally required provisions (the “Federally Required Provisions”); the RFQ including its addenda; any Task Order(s) issued by the District to Consultant pursuant to this Contract, including any negotiated terms or costs for such Task Orders; and any related Request for Task Order Proposals (“RFTOPs”) or direct solicitation package;
- b. this Contract, is comprised of this document and the other Contract Documents, which include the Exhibits and Attachments referenced and incorporated hereto, and all other materials referenced herein. Together the Contract and Contract Documents constitute:
  - (i) the entire agreement between the Parties hereto and supersedes any and all prior written or oral agreements between them concerning the subject matter contained herein; and
  - (ii) constitutes a single, non-severable, integrated agreement whose terms are interdependent and non-divisible.

### **1.2. Non-Exclusive Contract**

The Consultant acknowledges and agrees that:

- 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 any given executed Task Order and any duly executed Amendment thereto;
- b. under the terms of the RFQ, the District has entered or will enter into one or more additional contracts (“Parallel MATOC Contracts”) in equivalent form with other contractors;
- c. this Contract does not commit the District to any particular outcome with respect to any future RFTOP and/or directed solicitation for Task Orders including any commitment to issue any RFTOP or directed solicitation or subsequently award any Task Order to the Consultant; and
- d. Consultant shall cooperate fully and in all respects with other consultants and contractors of the District, including those awarded work under the Parallel MATOC Contracts.

## **2. Term of Contract**

Unless terminated early, the term of this Contract will be for a period of three (3) years commencing upon the Contract Effective Date.

## **3. Services to be Performed by Consultant**

### **3.1. Scope of Services**

- a. The scope of services which the District may require the Consultant to perform under the terms of any Task Order(s) in accordance with Section 4 are set out in Exhibit 1 (the "Services").
- b. All Services will be assigned to Consultant by written Task Order(s) issued by the District and as may be further described in the Contract Documents. Consultant is authorized to perform only the Services outlined in such Task Order(s). Consultant is not authorized to, and will not perform, any Services unless and until specifically authorized under the terms of any Task Order(s).
- c. Should Consultant perform any Services outside of those that are specifically authorized in any Task Order(s), Consultant does so at its own risk and expense, and the District will not be obligated to compensate Consultant for such additional services.

### **3.2. Incidental Work**

- a. 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 as described by Task Order(s), including work for which no specific proposal item(s) was/were included, and/or including work which is required to furnish final, finished, and detailed Services consistent with and fulfilling the requirements of the Contract Documents.
- b. All such incidental work will not be considered extra work for which additional compensation can be claimed by Consultant.

### **3.3. Deliverables**

In its performance of the Services, Consultant agrees to provide any deliverables defined in specific Task Order(s) issued pursuant to this Contract, which are otherwise reasonably necessary to complete the Task Order-defined Services, and as may be further described in the Contract Documents.

### **3.4. Standards for Performance of Services**

- a. Consultant agrees to perform all Services in strict compliance with the Contract Documents, 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 specialist which provides professional services in the United

States of America of the type, scope, quality, and complexity described in the Contract Documents; 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 District, State and Federal agencies, which may have jurisdiction over, or be concerned with, the programming and planning of Services and/or project tasks.
- b. Further, and without in any way limiting the obligations set forth in Section 3.4.a, 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 ensure compliance of such Services with all Contract Document terms and conditions.
- 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 foregoing obligations under this Section.
- e. Consultant will work with the District in resolving any conflicting legal authorities and/or Contract Document requirements, provided that to the extent resolution of conflicts is not possible, the District's determination will be final and binding.

#### **4. Task Orders**

##### **4.1. Retention of Services by Task Order**

- a. Any Services to be provided by Consultant will only be performed pursuant to written directives from the District to the Consultant (each, a "Task Order") that provide a detailed description of either the specific Services or tasks to be performed, the personnel to be assigned, the time frame for the subject Services to be performed, the not-to-exceed amount Consultant will be compensated for such Services, and any estimated expenses, together with such other terms and conditions as the District may require. Task Orders shall follow the form attached hereto as Exhibit 3.
- b. Task Orders and any and all amendments to Task Orders will be effective only if in writing and signed by the District and Consultant.
- c. Task Orders will be competitively awarded by the District under the terms of a RFTOP or otherwise awarded through direct solicitations, in either case with the



method of solicitation to be determined by the District in its sole discretion. Consultant will provide a complete detailed proposal with respect to each Task Order under the terms of any RFTOP or direct solicitation. The District reserves the right to reject any or all bids or proposals received in response to any RFTOP or other direct solicitation as it may determine in its sole discretion.

- d. The sharing of information regarding any RFTOP or other direct solicitation, or the performance of services under any Task Order, between or among the Consultant and contractors to any Parallel MATOC Contract, and the engagement in collusion between or among such parties, remains strictly prohibited.
- e. When the District elects to have a defined scope of Services performed pursuant to this Contract, the District may notify, in its own discretion, one or more contractors prequalified by the RFQ process, in writing, by sending them a RFTOP.
- f. The labor rates set forth in Exhibit 2 will be default rates used to establish the cost of the Services for any Task Orders issued through any future direct solicitation and/or RFTOP, as further provided in Section 6, unless the Parties mutually agree to amend such rates in a Task Order, in which case the rates set forth in such Task Order shall supersede the default rates in this Contract for the performances of the services under such Task Order only.

#### **4.2. Changes to Scope of Services, Task Orders, or Project Schedule**

- a. Changes to the scope of Services, Task Order, or project schedule will only be valid if memorialized by a written Task Order amendment signed by the Parties and issued by the District (“Amendment”) in accordance with Section 28.5.
- b. The District may request changes to the scope of Services required by a Task Order(s) upon issuance of a written notice to Consultant in accordance with this section a (“Change Notice”). The Consultant will within ten (10) days after receipt of such Change Notice, notify the District in writing of any impact of the Change Notice on either time or compensation, provided that claims for changes in compensation will be calculated in accordance with Section 6. Upon agreement between the District and Consultant as to the extent of such impacts on time and compensation, not to be unreasonably withheld or delayed by Consultant, an Amendment will be executed by the Parties modifying the subject Task Order accordingly. Execution of the Amendment by both Parties will constitute Consultant’s notice to proceed with the changes memorialized by the Amendment.
- c. Consultant will be liable for all costs resulting from any change (howsoever described) in the scope of Services under any existing Task Order not properly ordered under the terms of a written Amendment issued in accordance with this section and signed by the District. Furthermore, Consultant will not be compensated for Services performed pursuant to an Amendment unless the

Amendment and the related costs were agreed to by the District in writing in advance of Consultant performing such Services.

## **5. Completion of Consultant's Services**

### **5.1. Time is of the Essence.**

It is understood and agreed that time is of the essence in the performance of the Services, and the phases within which the Services are to be performed, under this Contract. The Services and any defined deliverables will be completed and delivered to the District in a prompt and timely fashion so as to permit the effective review and employment of the deliverables by the District during and throughout the performance of the Services.

### **5.2. Force Majeure Events**

- a. If the performance by the Consultant of the Services is prevented or delayed due to the occurrence of any event or circumstance beyond its reasonable control, to the extent such could not have been avoided or mitigated by the exercise of due diligence, and which could not have been expected or taken into account as of the Contract Effective Date, including, the acts or neglect of the District, the District's employees, or those under the District by contract; or otherwise, by court order; by acts or failures to act of local, state, and federal agencies or of any railroad; by pandemics and epidemics (including COVID-19, but excluding those impacts of COVID-19 that are in effect as of the Contract Effective Date); lockouts; failures of power; acts of God; tornados; hurricanes; earthquakes; acts of public enemies; terrorism; riots; insurrection,, civil commotion; inability to obtain labor or materials or reasonable substitutes for either; fire; or similar cause, in each case excluding any event or circumstance arising from any fault of the Consultant, the Consultant will notify the District of such event or circumstance.
- b. Following such notice, the Consultant's nonperformance will be excused during the period of prevention or delay, and any affected deadlines will be extended by an equivalent period, subject to compliance with the following mitigation obligations and provided that in no case will the term under Section 2 be extended as a result of any such event or circumstance. In no case will the District be liable to Consultant for any damages or other cost or expense on account of any such event or circumstance.
- c. When affected by any such event or circumstance, the Consultant will exercise commercially reasonable efforts to overcome the impediment to performance.
- d. Notwithstanding the foregoing, the Consultant will not be excused from any obligations that by their nature can continue during the occurrence and continuance of such event or circumstance.

## **6. Payment**

### **6.1. Payment for Services**

- a. The Consultant will be compensated according to the Task Order and the guidelines established by the Contract Documents for the Services provided.
- b. The District and the Consultant acknowledge that certain services as described in Exhibit 1 of this Contract have been provided by Consultant pursuant to Task Order No. 1 (which states a performance period beginning March 29, 2024, and is dated as of the Effective Date of this Contract) prior to the Effective Date of this Contract. By execution of this Contract, the District ratifies, confirms, and approves the inclusion of such Services under Task Order No. 1.
- c. For all Services rendered under this Contract and all reimbursable costs allowed under this Contract, the District will calculate payments to the Consultant in accordance with the Task Order(s) based on either (1) a mutually agreed-upon lump sum basis, (2) a direct time and material basis, or (3) a fixed fee basis, in each case as elected by the District and memorialized in a not-to-exceed Task Order.
- d. Labor costs under any of the foregoing payment structures shall be calculated based on the applicable labor rates set forth in Exhibit 2 or the applicable Task Order, whether estimated as part of a lump sum, or based on actual time spent performing the Services.
- e. The District, in its sole discretion and as deemed necessary, may by notice to the Consultant (including, in its sole discretion, in response to a written and justified Consultant request) add positions to the list in Exhibit 2, indicating corresponding labor rates for such additional positions to be taken into account under the terms of any RFTOP, direct solicitation, or Task Order.

### **6.2. Not to Exceed Amount**

For all Services rendered under this Contract, and all reimbursable costs allowed under the Contract incurred by Consultant pursuant to this Contract under all Task Orders, the total compensation to be paid to the Consultant, together with such amounts paid or payable by the District to other consultants under the terms of any Parallel MATOC Contracts, will not exceed the total sum of budgeted and appropriated expenditures by the District in a fiscal year.

### **6.3. Escalation**

The District anticipates permitting increases to the fully burdened hourly rates permitted under this Contract and any Task Order not to exceed three percent (3%) year-over-year for the same or similar services.

#### 6.4. Requests for Payment

- a. If Consultant is performing Services under a Task Order and is entitled to compensation, the Consultant will submit requests for payment (each a "Request for Payment") on a monthly basis, or as directed by the District, for Services completed during the billing period.
- b. Consultant is obligated to collect monthly invoices from its subconsultants of all tiers (each a "Subconsultant") and include the same in its monthly Request for Payment to ensure its Subconsultants are paid timely and in accordance with Section 6.5 below.
- c. The Consultant is allowed a mark-up of no more than 3% on first-tier Subconsultant direct labor for the management of the Subconsultant work. No markup shall be permitted on lower tier subconsultant work.
- d. The Parties agree that time is of the essence in the submission of any Request for Payment, inclusive of any charge or invoice, and agree that, as a condition precedent to Consultant's right to payment, Consultant will submit any charge, invoice, or Request for Payment no later than one hundred twenty (120) days from the last date of service for which payment is sought. The Parties agree that Consultant waives its right to payment for any charge, invoice, or Request for Payment submitted more than one hundred twenty (120) days from the last date of service for which payment is sought.
- e. Each Request for Payment will:
  - (i) contain documentation to support payment as required by the District, which documentation will include invoices for cost reimbursables, applicable personnel time sheets, identification of the scope of Services completed, billing by position, and the applicable billing rates;
  - (ii) include relevant Subconsultant(s) invoices together with documentation that summarizes the Consultant's utilization of small/minority/women/disadvantaged businesses;
  - (iii) contain a cumulative total of all monthly billings, costs broken down per Task Order, Task Order authorization amount, the monthly billing applicable to each Task Order, and a cumulative total applicable to each Task Order; and
  - (iv) be certified by a duly authorized and knowledgeable officer of the Consultant or the controller of the Consultant in a certification containing the following statement: "I certify, under penalty of perjury, under the laws of the State of Colorado, that to the best of my knowledge and belief, the above bill/invoice is just, true and correct according to the terms of this Contract, and that payment therefore has not been received."

- f. The District reserves the right to require use of specific billing templates supplied by the District and to require additional documentation and substantiation regarding any Request for Payment in either case if the District considers such additional documentation and substantiation to be in the best interest of the District.
- g. A failure to comply with the foregoing, including to submit any documentation with the Request for Payment will result in remedies and/or sanctions as the District, or applicable law, deems appropriate, and a delay in processing the Requests for Payment.
- h. Consultant will perform thorough Quality Assurance (QA)/Quality Control (QC) of each Request for Payment prior to submitting the same to the District.
- i. The District will process the Request for Payment, following the District's normal procedure, upon approval of said request by the District, which will be paid to Consultant within thirty (30) days of the District's receipt and approval of a satisfactory invoice, subject to the following:
  - (i) Any errors discovered in the Consultant's invoicing by the District will be brought to the Consultant's attention during the review cycle and the Consultant will be given a period of time, determined by the District in its discretion to correct any issues or provide adequate level of support documentation in order to keep the Request for Payment in process. Should the correction not be made in the time specified, the charges will be removed and the invoices short paid. Should the charges be supported after the deadline, they may be resubmitted in a subsequent Request for Payment for consideration; however, if deemed in error or unallowable a second time, the Consultant waives its right to payment for the affected charges.
  - (ii) The District will not be required to make payments for Services not yet performed, nor for Services deemed unsatisfactory by the District, or not performed in accordance with the Standard of Care or otherwise in compliance with the Contract Documents. The Parties agree that the District, will make the final determination as to when Consultant's Services, or any part thereof, have been satisfactorily performed or completed to justify release of any given payment to Consultant under the Contract.
  - (iii) Consultant will maintain, in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries in each Request for Payment which documentation will be made available to the District, and to its duly authorized representative(s), upon request by the District.

## **6.5. Prompt Payment to Subconsultants**

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.

## **6.6. Set-off**

The District will have the right to retain, out of any payment otherwise due to Consultant under this Contract and any Task Order, an amount sufficient to satisfy any amount due and owing to the District from Consultant under this Contract and any Task Order, including in connection with indemnification. Prior to withholding any amounts in dispute, the District will use reasonable efforts to provide Consultant with a notice indicating the specific amounts the District intends to withhold and the reasons and contractual basis for the withholding.

## **7. Project Records and Audits**

### **7.1. Obligation to Keep and Maintain Records**

- 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 Documents 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 include, in any and all Subconsultant agreements under this Contract that exceed one hundred thousand dollars (\$100,000.00), a provision setting forth the requirements specified in this Section 7.

### **7.2. Inspections and Audits**

- a. The District personnel will have the right to enter Consultant's work locations from time to time with reasonable prior written notice and subject to safety and health protocols.
- b. Consultant will provide the District and any other governmental authority with jurisdiction, and any of each of their duly authorized representatives, with access to such 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.

- c. Consultant will at all times otherwise cooperate and coordinate with the District, the Comptroller General of the United States, any other governmental authority with jurisdiction, and any of each of their duly authorized representatives, when such are performing oversight and conducting inspections during the performance of the Services, including by attending meetings, providing personnel to participate in working groups, and responding to requests for information.

### **7.3. Audit Results**

- a. To the extent that an audit by the District, District's independent auditors or consultants, or their designees, or any other authority with jurisdiction discloses excess charges inaccurately or improperly invoiced or allocated to this Contract by the Consultant or its Subconsultants, Consultant agrees to remit the amount of the overpayment to the District upon demand.
- b. If such audit discloses an overcharge of two percent (2%) or more of the total amount invoiced to the District for any year audited, and such audit is correct, Consultant will pay the actual cost of such audit, which cost, in the case of audits conducted by District, the District's auditors, or in-house staff, will be computed on the basis of two (2) times the direct payroll of the audit staff completing the audit and audit report.
- c. Should audit disclose an underpayment to Consultant, the District will promptly remit the amount of the underpayment to the Consultant. The foregoing obligations to pay in the event of an overcharge do not apply to errors discovered in the processing of Requests for Payment in the ordinary course of business.

## **8. Personnel and Subcontracting**

### **8.1. Personnel Generally**

- a. All Consultant's personnel to be assigned to provide Services pursuant to this Contract will be authorized to perform Services through the use of a written Task Order.
- b. 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.
- c. 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.

- d. Upon such notice, Consultant will promptly remove and replace, or ensure the removal and replacement, of such Person.

## **8.2. Key Personnel**

- a. Subject to the following, and excepting any periods in which a position is temporarily vacated due to retirement, death, disability, incapacity, or termination of employment, Consultant will ensure that all Key Personnel are at all relevant times occupying the roles and performing the function of their positions.
- b. Consultant will promptly fill any vacant Key Personnel position. Consultant will not remove and/or replace any of the Key Personnel (including through an appointment to a vacant position) without the District's prior approval, provided that Consultant may, as required by Law, terminate, suspend or limit the duties of any Key Personnel individual (and, promptly thereafter, notify the District of such action and its proposed replacement).

## **8.3. Subcontracting**

- a. 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. As between the Parties, Consultant will be solely responsible for the selection, pricing, scheduling, and performance of all Subconsultants (in each case of every tier), and for the performance, non-performance, acts, defaults, omissions, breaches, and negligence of the same, as fully as if any such performance, non-performance, acts, defaults, omissions, breaches, or negligence were those of Consultant.
- b. Nothing contained in the Contract will create any contractual relationship between the District and any Subconsultant.
- c. The Parties acknowledge and agree that, as of the Contract Effective Date, Consultant has entered into the following Subconsultant agreements with the following Subconsultants, including as such were "Members" (as such term is defined in the RFQ) identified in its SOQ:
  - (i) Hillow Creative, LLC;
  - (ii) Heinrich Marketing, Inc.; and
  - (iii) Kelly Womer



- d. Consultant will not without prior District approval make or permit any assignment, transfer, change, or replacement of any of the foregoing identified Subconsultants, or of any other Subconsultants separately identified by Consultant and approved by the District in connection with a Task Order.
- e. Consultant will solicit bids and proposals from Subconsultants to perform Services under any future Task Order, at a minimum, to the extent such Services must be competitively bid in order to comply with the law.
- f. Consultant will not perform Services with any Subconsultant who is ineligible to perform work on a public works project under Colorado law. Any contract entered into between Consultant and a debarred Subconsultant for Services under this Contract is void as a matter of law. A debarred Subconsultant may not receive any public money for performing work as a Subconsultant on a public works contract, and any public money that may have been paid to a debarred Subconsultant by Consultant will be returned to the District. Consultant will be responsible for the payment of wages to workers of a debarred Subconsultant who has been allowed to perform Services. The District will strictly comply with the applicable law and will act on information related to any debarred Subconsultant in accordance with law.

#### **8.4. Subcontracting Terms and Records**

- a. Each Subconsultant agreement will incorporate all terms and provisions that this Contract or law require to be expressly incorporated in such Subconsultant agreement, or that are otherwise necessary for Consultant to comply with its obligations under this Contract. In addition, no Subcontract will contain terms that are contrary to or inconsistent with this Contract.
- b. Consultant will maintain records of all Subconsultant agreements to which Consultant is a party and will, upon the District request, provide the District with a list describing all Subconsultant agreements and a copy of any such Subconsultant agreements.

### **9. Insurance**

#### **9.1. Obligation to Procure**

- a. Consultant will procure at its expense, and keep in effect at all times during the term of this Contract, the Insurance Requirements described hereto (“Insurance Requirements”).
- b. At the District’s sole discretion, the Insurance Requirements may be further defined and/or revised via each Task Order issued to Consultant, if any.
- c. Furthermore, the District and Consultant agree that the insurance policy limits specified in this Section will be reviewed by the District for adequacy annually, and/or before the District issues a Task Order(s), if any, to Consultant, throughout the term of this Contract, who may thereafter require Consultant to adjust the

amount(s) of insurance to amount(s) the District deems to be reasonably adequate.

## **9.2. Insurance Limits**

Consultant will maintain at all times during the performance of the Services under this Contract insurance as follows:

- a. Workers' Compensation insurance in compliance with statutory limits.
- b. Employment Practices 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.
- c. Business Automobile Liability with a limit of \$1,000,000 (Combined Single Limit).
- d. Commercial General Liability with limits of \$4,000,000 (Each Occurrence) and \$5,000,000 (General Aggregate). Such coverage limits may be achieved through a combination of primary and excess coverage policies.
- e. Professional Liability Insurance with limits of \$2,000,000 (Any One Claim) and \$2,000,000 (Policy Aggregate).
- f. Umbrella liability coverage may be used to accommodate requested limits under subsections (b) and (d) above.

## **9.3. Insurance Requirements**

- a. 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, its Board, and all of the District's officers and employees, their successors and assigns, as additional insureds, against the areas of risk described in the Insurance Requirements for the District with respect to Consultant's acts or omissions or other related functions performed by or on behalf of Consultant. The additional insured status may be satisfied by blanket endorsement.
- b. The District reserves the right to have submitted to it, upon request, all pertinent information about the agent(s) and carrier(s) providing required insurance.
- c. Consultant's Commercial General Liability policy ("Policy") will provide Contractual Liability insurance that will also apply to the tort liability of the District assumed by the Consultant under this Contract.
- d. All such insurance (except for Workers' Compensation and Professional Liability) will be primary and noncontributing with any other insurance held by the District where liability arises out of, or results from, the acts or omissions of Consultant, its agents, employees, officers, invitees, assigns, or any person or entity acting for, or on behalf of, Consultant.

- e. Such policies may provide for reasonable deductibles and/or retentions, subject to review and approval by the District, which are the sole responsibility of the Consultant.
- f. The District will have no liability for any premiums charged for such coverage(s). The inclusion of District, its Board, and all of its officers, employees and agents as additional insureds, is not intended to, and will not, make them, or any of them, a partner or joint venture of Consultant in its activities and operations in the performance of Services under this Contract.
- g. If Consultant is a “public entity” within the meaning of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S. (the “GIA”), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subconsultant is a public entity within the meaning of the GIA, Contractor shall ensure that the Subconsultant maintain at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subconsultant’s obligations under the GIA.

#### **9.4. Waiver of Subrogation**

For commercial general liability insurance and Workers’ Compensation insurance the insurer will agree to waive all rights of subrogation against the District for losses arising from activities and operations of Consultant insured in the performance of Services under this Contract.

#### **9.5. Evidence of Insurance**

- a. Consultant will provide proof of all specified insurance in the form of industry standard ACORD insurance certificates. The documents evidencing all specified coverages will be filed with the District prior to the Consultant performing the Services hereunder. Such documents 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, 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.
- b. Furthermore, prior to the expiration date of any of the above policies, Consultant will file with the District documentation showing that the insurance has been renewed or extended. If any such insurance is cancelled or reduced, Consultant will, within fifteen (15) days of such cancellation or reduction of coverage, file with the District industry standard ACORD insurance certificates that show the required

insurance has been reinstated, or is being provided through another insurance company or companies.

- c. In the event Consultant fails to furnish the District with evidence of insurance, or to maintain the insurance as required under this Section, the District, upon ten (10) days' prior written notice to Consultant of its intention to do so, will have the right to secure the required insurance at the cost and expense of Consultant. Consultant may secure its own insurance, and furnish evidence of such insurance to the District, during this ten (10) day period. Should Consultant fail to secure insurance, and provide evidence of said insurance to the District within the ten-day period, the District will have the right to secure the required insurance at the cost and expense of Consultant, and Consultant agrees to promptly reimburse the District for the cost thereof, plus fifteen percent (15%) for administrative overhead, and agrees to the District's right to, alternatively, withhold same from a future payment(s) due and owing Consultant if the Consultant fails to cure such default within ten (10) days of written notice from the District.

#### **9.6. Subconsultants**

- a. Subconsultants shall hold their own insurance policies at limits appropriate for the exposure (to be determined by the District in consultation with the Applicant and applicable Subconsultant) at the time of Task Order or, except for worker's compensation, such Subconsultants shall be insured by Consultant's insurance.
- b. All insurance for Subconsultants will be subject to all of the requirements stated herein unless otherwise agreed to in writing by the District's General Manager ("GM").
- c. If any subcontractor is unable to maintain such insurance, except for worker's compensation, Consultant's insurance will cover the gap between the subcontractor's insurance and the limits and terms of insurance required by this agreement.

#### **10. District Held Harmless**

- a. To the fullest extent permitted by law, Consultant will indemnify and hold harmless the District and any and all of the District's Boards, officers, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, or expenses (including, but not limited to, reasonable attorney's fees and costs of litigation), claimed by anyone (including Consultant and/or Consultant's agents or employees) by reason of injury to, or death of, any person(s) (including Consultant and/or Consultant's agents or employees), or for damage to, or destruction of, any property (including property of Consultant and/or Consultant's agents or employees) or for any and all other losses that arise out of, pertain to, or relate to the Consultant's and/or Subconsultant's performance or non-performance of the Contract; provided, however, this paragraph will not be construed to require Consultant to indemnify

or hold the District harmless to the extent such suits, causes of action, claims, losses, demands and expenses are caused by the District's negligence; and provided further the extent of Consultant's obligation to defend, indemnify, or hold harmless the District may be determined only after the indemnity obligor's liability or fault has been determined by dispute resolution or adjudication in accordance with Section 22, or otherwise resolved by mutual agreement between the Consultant and the District.

- b. In addition, and consistent with the requirements of Section 12 below, Consultant agrees to indemnify, keep and hold harmless the District, including its Boards, 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 anywhere in the world. Consultant agrees to, and will, 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 above in this paragraph of the foregoing "Hold Harmless" agreement.

## **11. Survival**

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

- a. Consultant obligations regarding retention of project records, including as contained in Section 7;
- b. Consultant obligations regarding insurance in Section 9;
- c. Section 10 regarding indemnification and holding the District harmless;
- d. Section 12 regarding intellectual property;
- e. Section 18 regarding default and termination;
- f. Section 20 regarding Consultant representations and warranties;
- g. Section 21 regarding limitations on liability;
- h. Section 22 regarding disputes;
- i. Section 28 regarding construction and governing law; and
- j. any Consultant liability or obligations to the District arising from a Default as may be stated in this Contract.

## **12. Intellectual Property Ownership and Rights**

### **12.1. Ownership**

- a. All Work Product (as hereinafter defined) originated and prepared by Consultant or its Subconsultant 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. This paragraph will survive expiration or termination of this Contract.

#### **12.2. Obligations on Subconsultant**

Any Subconsultant agreement entered into by Consultant relating to this Contract, to the extent allowed hereunder, will include a like provision (on the District's ownership in Work Product) for work to be performed under this Contract to Contractually bind or otherwise oblige its Subconsultants performing work under this Contract such that the District's ownership rights of all Work Product are preserved and protected as intended herein. Failure of Consultant to comply with this requirement or to obtain the compliance of its Subconsultants with such obligations will subject Consultant to all remedies allowed under law and termination of this Contract.

#### **12.3. Use of Work Product by Third Parties**

Consultant will not make available, provide, or disclose any Work Product to any third party without prior written consent of the District.

#### **12.4. No Transfer of Pre-Existing Intellectual Property**

- a. Nothing herein may be construed to transfer to the District any ownership, interest or right in any of the Consultant's intellectual property, trade secrets, or know-how that is pre-existing before commencement of this Contract, or that is derived independent of Consultant's performance of this Contract.
- b. Notwithstanding the foregoing, unless expressly stated otherwise, for all third-party and Consultant's intellectual property (if any) that is pre-existing before commencement of this Contract, including software, required to operate or use any Work Product delivered by Consultant, Consultant hereby grants and will cause others to grant the District (including its agents and consultants) a royalty-paid, perpetual, irrevocable license to use such pre-existing intellectual property internally by the District (including its agents and consultants).

#### **12.5. Non-Infringement Warranty**

Consultant hereby represents and warrants that performance of all obligations under this Contract does not infringe in any way, directly or contributory, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity, and proprietary information. This section will survive expiration or termination of this Contract.

#### **12.6. Indemnification of Third-Party Intellectual Property Infringement Claims**

- a. Consultant will defend at its sole expense and hold harmless the District, its officers, directors, agents, employees, or affiliates ("the District Defendants") in any infringement claim, demand, proceeding, suit or action ("Action" hereinafter), for any infringement or violation, actual or alleged, direct or contributory, intentional or otherwise, of any intellectual property rights, including patents, copyrights, trade secrets, trademarks, service marks, ideas, concepts, themes, methods, algorithms, and other proprietary information or rights (collectively "Intellectual Property Rights" hereinafter), (1) on or in any design, medium, matter, plant, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the Consultant or Subconsultants in performing the work under this Contract; or (2) as a result of the District's actual or intended use of any Work Product furnished by Consultant and/or Subconsultants under the Contract.
- b. Consultant also will indemnify the District against any loss, cost, expense, liability, and damages awarded against the District or settlement as a consequence of such Action. Under no circumstances is Consultant liable under this sub-section to defend and hold the District harmless, where the District licenses or sublicenses for profit any of the intellectual property rights in the Work Product to a third party whose use of the intellectual property gives rise to the alleged infringement and whose use is not in any way part of the intended use for the benefit of the District under this Contract.

- c. Where any Work Product furnished by Consultant is in a form of software or firmware, and if any part of such software or firmware (A) becomes the subject of an Action, (B) is adjudicated as infringing a third party's Intellectual Property Right, or (C) has its use enjoined or license terminated; Consultant will at its own expense, with the District's consent, either:
  - (i) Procure for the District the right to continue using said part of the software or firmware; or
  - (ii) Replace the software or firmware with a functionally equivalent, non-infringing product.
- d. Exercise of any of the above-mentioned options will not cause undue business interruption to the District or diminish the intended benefits and use of the Work Product by the District under the specifications herein.
- e. Rights and remedies available to the District hereinabove will survive the expiration or other termination of this Contract. Further, the rights and remedies are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States and the State of Colorado. This paragraph will survive the expiration or other termination of this Contract.

#### **12.7. Consultant's Trade Secrets**

- a. Trade Secrets, as used in this Contract, are defined in the Uniform Trade Secrets Act, §§ 7-74-101, *et seq.*, C.R.S. and may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it. No Work Product created and delivered to the District under this Contract may constitute Trade Secrets of Consultant.
- b. Consultant hereby stipulates that the District is not, nor expected to be, in possession of any of Consultant's Trade Secrets. In the unlikely event that Consultant reveals any of its Trade Secrets (that is so marked conspicuously on every page) to the District to further the intent and purpose of this Contract and so notifies the District in writing that it has revealed its Trade Secrets to the District, then the District agrees to notify Consultant of any request made pursuant to the Colorado Open Records Act, C.R.S. § 24-72-201 *et seq.*, ("CORA") that includes Consultant's Trade Secrets. The District may disclose any of Consultant's Trade Secrets if Consultant does not object in writing to the District after ten (10) calendar days from the notice mailing date by the District to Consultant of the CORA request.

#### **13. Responsibility for Fault**



- a. All costs incurred due to the fault of the Consultant in carrying out the Services pursuant to the Contract Documents, including but not limited to correcting Work Product or Requests for Payment, will be borne by Consultant without any right to claim additional compensation.
- b. The Consultant will, without additional compensation, correct or revise any deficiencies or errors or omissions caused by the Consultant in its Services and Work Product, including but not limited to Consultant’s analysis and reports.
- c. The Consultant also agrees that if any error or omission or deficiency is found in its performance of Services and/or Work Product, the District will not pay for (and may be reimbursed for) that portion of the Services and/or Work Product containing material error(s), omission(s), and/or deficiency(ies) and the Consultant will expeditiously make the necessary correction, at no cost to the District, except when such error was directly caused by the District.
- d. The Consultant also agrees that if Consultant misses a deadline identified in a Task Order(s), the District may not pay for that portion of the Work Product that is delivered after that deadline identified in a Task Order(s), except when such untimely performance was solely caused by the District or when non-performance was excusable in accordance with Section 5.2

**14. Independent Contractor**

In furnishing the Services provided for herein, Consultant is acting as an independent contractor, is to furnish such Services in its own manner and method, and is in no respect to be considered an officer, employee, or agent of the District.

**15. Equal Employment Practices**

- a. During the term of this Contract, Consultant agrees and obligates itself in the performance of this Contract not to discriminate against any employee or applicant for employment because of the employee’s or applicant’s race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition. Consultant will take affirmative action to ensure that applicants for employment are treated, during the term of this Contract, without regard to the aforementioned factors and any ordinances or laws pertaining to discrimination.
- b. During the performance of this Contract, Consultant agrees to comply with the State of Colorado’s anti-discrimination and anti-retaliation laws, including but not limited to C.R.S. §§ 8-4-120, 24-34-402, 24-34-402.5, 24-50.5-103 (“Equal Employment Practices”), including any future amendments thereto, which is incorporated herein by this reference. By way of specification, but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of said Administrative Code, the failure of Consultant to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of this Contract. No such finding

will be made, nor penalties assessed, except upon a full and fair hearing after notice and an opportunity to be heard has been provided to Consultant. Upon a finding duly made that Consultant has failed to comply with said Equal Employment Practices provisions of this Contract, this Contract may be forthwith terminated, cancelled, or suspended.

- c. All Subconsultant agreement awarded by Consultant pursuant to this Contract will contain provisions similar to the foregoing.
- d. Consultant also agrees to comply with all other applicable statutes, ordinances, and regulations relative to employment, wages, and hours of labor.

**16. Disadvantaged Business Enterprises**

- a. Pursuant to United States Code of Federal Regulations Title 49 Transportation, Subtitle A, Part 26 (49 CFR 26), it is the policy of the District to provide Disadvantaged Business Enterprises (“DBEs”) an equal opportunity to participate in the performance on all of the District’s contracts. The objective of this policy is to achieve the participation of DBEs at levels comparable to their availability to provide goods and services to the District, with the ultimate goal of developing their status and expertise so that they may compete for future contracts on an equal basis.
- b. Consultant hereby agrees and obligates itself to utilize the services of the DBE firms designated in its Proposal on the level designated in its Proposal. Specific levels of DBE participation may be specified by the District in future RFTOPs and/or associated with the Services to be provided under any Task Order.
- c. The Consultant and their approved Subconsultants will utilize the District determined reporting method to track and confirm progress payment and will cooperate with the District personnel in providing participation information as requested by the District in order to ensure compliance with the provision of this section. Future payment requests may be delayed or withheld if Consultant fails to enter Subconsultant utilization information at time of invoicing or Consultant fails to promptly provide any and all information related to DBE participation as requested by the District. In addition, the District may take other remedies and/or sanctions as the District, or applicable law, deems appropriate.
- d. Failure to comply with any Disadvantaged Business Enterprise requirements may subject the Consultant to remedies and/or sanctions as provided for by law.
- e. Failure to comply with any of the terms of this section (or the terms of this Contract) will constitute a material breach of contract.

**17. Public Contracts for Services**

Consultant certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the

employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subconsultant that fails to certify to Consultant that the Subconsultant shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Consultant (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subconsultant and the contracting State agency or institution of higher education within three days if Consultant has actual knowledge that a Subconsultant is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the Subconsultant agreement if a Subconsultant does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to § 8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Consultant participates in the Department Program, Consultant shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Consultant has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department Program. If Consultant fails to comply with any requirement of this provision or §§ 8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Consultant shall be liable for damages

## **18. Default and Termination**

### **18.1. Default**

- a. The occurrence of any one of the following events will constitute a “Default”:
  - (i) Consultant abandons all or a material part of the Services, which abandonment will occur if Consultant:
    - A. expresses an intent not to perform, or continue to perform, a material part of the Services;
    - B. does not perform, or continue to perform, for a continuous period of sixty (60) days or more a material part of the Services;
    - C. if, in the opinion of the District, Consultant otherwise fails to provide prompt, efficient, and thorough Services, or if Consultant fails to complete the several portions of its Services within the time limits provided; and/or

- D. failure to furnish the District with evidence of insurance or to maintain the insurance as required under Section 9.5.c; or
  - (ii) any other material breach by Consultant of law or any of its obligations under the Contract Documents.
- b. The cure period for any Default, unless a different cure period is provided for in this Agreement, is thirty (30) days after the date on which the District delivers notice to Consultant of the occurrence of the relevant Default, provided that no notice and opportunity to cure is required for any Default that by its nature cannot be cured or which presents a potential risk to the health, safety, or security of any person, the environment, the community, or property.

## **18.2. Termination**

- a. If a Default occurs and has not been cured within the applicable cure period (if any), the District may, in its discretion, terminate this Contract or any Task Order at any time that such Default is continuing by delivering to the Consultant a termination notice to such effect. Any such termination for Default will be effective immediately on the date of the termination notice, or on such other date as the District may specify in such notice.
- b. The District may also terminate this Contract or any Task Order at its convenience, in whole or in part, at any time. If the District decides to terminate this Contract at its convenience, the District will send a written notice of termination for convenience to Consultant specifying the extent to which performance of work under this Contract is terminated. Any such termination for convenience will be effective thirty (30) days from the date of the termination notice, or on such other date as the District may specify in such notice.
- c. Upon receipt of the notice, Consultant will immediately cease all activity except for that activity expressly authorized by the notice of termination.
- d. Notwithstanding anything to the contrary, termination of this Contract in accordance with this section will not waive any right or claim to damages that the District may have and the District may pursue any cause of action that it may have under the Contract.
- e. If only a portion of the Services is terminated, the Consultant will continue to complete the remaining portions of the work that was not terminated in accordance with the Contract.

## **18.3. Payment Following Termination**

- a. In the event this Contract, any Task Order, and/or Consultant's Services, or any portion of any of them, is terminated by the District, the District will pay

Consultant the amount calculated below subject to the District's right to withhold payment from Consultant.

- b. The District will pay the Consultant such termination amount equal to the amount otherwise due to the Consultant for Services provided up to the termination date. Such payment will be due on the later of thirty (30) days following termination and the District's receipt and approval of Consultant's invoice(s) therefor.
- c. The District will not be liable to pay Consultant for the cost of Services performed, nor for expenses incurred by Consultant, subsequent to the termination effectiveness date. The District will not in any case be liable to pay Consultant for any profits anticipated by Consultant on account of Services unperformed or any loss of opportunity to perform other Services or compensation for any damages of any nature whatsoever arising from the District's termination of all or any portion of a Task Order, this Contract, and/or Consultant's Services.
- d. In the event of termination for Default, all reasonable costs and charges incurred by the District, together with the cost of completing the Services under the Contract and any Task Order, including compensation for any of the District authorized representative's services and all other expenses made necessary thereby, will be deducted from any monies due or which may become due the Consultant. If such expense exceeds the sum which would have been payable under the Contract, then the Consultant will be liable and will pay to the District the amount of such excess.
- e. Any termination payment to the Consultant determined in accordance with this section constitutes the Consultant's exclusive remedy for a termination hereunder.
- f. Anything contained in this Contract to the contrary notwithstanding, a termination for Default will not waive any right or claim to damages, with respect to indemnification, or otherwise, that the District may have and the District may pursue any cause of action against Consultant that it may have under this Contract.

#### **18.4. Consequences of Termination**

- a. All finished or unfinished documents and materials and Work Product produced or procured under this Contract, including all intellectual property rights thereto, will, to the extent not previously transferred or conveyed, become the District property upon, and promptly be delivered to the District following, the date of such termination unless otherwise noted in a Task Order(s). Unfinished documents, materials, and Work Product is delivered as-is, without warranty express or implied.
- b. Consultant agrees to execute any documents necessary for the District to perfect, memorialize, or record the District's ownership of rights provided herein. This section will survive termination of the Contract.

#### **19. Stop Work**

- a. The District may, at any time, upon written order to Consultant, require Consultant to stop all, or any part, of the Services called for by this Contract for a period of thirty (30) days. Said thirty (30) day period will commence on the day the written order is delivered to Consultant, and will further be extended for any period to which the Parties may agree. Any such order will be specifically identified as a "Stop Work Order" issued pursuant to this clause.
- b. Upon receipt of such a Stop Work Order, Consultant will forthwith comply with its terms.
- c. Within a period of thirty (30) days after a Stop Work Order is delivered to Consultant, or within any extension of that period to which the Parties have agreed, the District will either:
  - (i) cancel the Stop Work Order; or
  - (ii) terminate the Services as provided in Section 18.
- d. If a Stop Work Order issued under this section is cancelled or expires, or the period of any extension thereof is cancelled or expires, Consultant will not resume work until the Stop Work Order has been retracted in writing by the District. Upon issuance of the Stop Work Order an equitable adjustment will thereafter be made for Consultant's time of performance, Consultant's compensation, or both, consistent with the provisions of Section 5.2 of this Contract, if:
  - (i) the Stop Work Order results in an increase in the time required for, or in Consultant's cost properly allocable to, the performance of Services under this Contract; and
  - (ii) Consultant asserts a valid claim for such adjustment within thirty (30) days after the end of the period of work stoppage; provided, however, that the District may investigate and substantiate any facts relating to any such claim.
- e. If a Stop Work Order is not cancelled or retracted, and the Services covered by such order are terminated for the convenience of the District, the District will not be liable to pay Consultant for any profits anticipated by Consultant on account of Services unperformed or any loss of opportunity to perform other Services or compensation for any damages of any nature whatsoever or any costs incurred by Consultant resulting from said Stop Work Order.
- f. It is understood and agreed that should the District decide that any portion of a Task Order and/or Consultant's Services will be suspended or terminated, this Contract will continue to apply to that portion or those portions of the Task Order and/or Services not suspended or terminated, and that such suspension or termination of a portion of a Task Order and/or Services will in no way make void or invalidate this Contract as to that portion, or those portions, not suspended or terminated.

## **20. Consultant Representations and Warranties**

Consultant represents and warrants that as of the Contract Effective Date and the effective date of any Task Order:

- a. Consultant is a partnership with all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted under this Contract and any Task Order.
- b. Consultant is duly qualified to do business in the State, and is in good standing in the State and, as applicable, its state of formation or incorporation.
- c. Consultant has full power, right, and authority to execute and deliver and perform this Contract, and to perform all of Consultant's obligations provided for under this Contract.
- d. Each Person executing this Contract on behalf of Consultant has been duly authorized to execute and deliver this Contract on behalf of Consultant.
- e. The execution, delivery, and performance of this Contract by Consultant has otherwise been duly authorized by all necessary actions of Consultant.
- f. This Contract has been (or, at the time of execution and delivery, will have been) duly and validly executed and delivered by Consultant.

## **21. Liability**

### **21.1. Responsibility for Information**

- a. While the Consultant will take all prudent care possible in the development of material to be issued to the press or public, the Consultant cannot undertake to verify all of the facts supplied to it by FRPRD. The Consultant will be entitled to rely on information, representations, reports or data furnished by the District.
- b. The Parties recognize that after the Consultant has issued material to the press or to another third party, its use is no longer under the Consultant's control. The Consultant cannot assure the use of materials by any media, or that any information published will accurately convey the information provided by the Consultant.

### **21.2. Joint and Several Liability**

In the event that Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Consultant will be the joint and several obligation or undertaking of each such individual or other legal entity.

### **21.3. 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.

#### **21.4. No Personal Liability**

No agent, consultant, officer, or authorized employee of the District will be responsible either personally or as an agent, consultant, officer or employee, or board member, for any liability arising under this Contract, it being understood that in such matters they act as representatives of the District.

#### **21.5. 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.

#### **22. Dispute Resolution**

- a. If any dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the Parties agree to first endeavor to settle the dispute in an amicable manner through non-binding mediation with an alternative dispute resolution service before seeking recourse in a judicial forum.
- b. No written or oral representation made during the course of any mediation will be deemed a Party admission.
- c. Any lawsuit brought under this Contract shall be filed in Colorado state court in Denver County.

#### **23. Parties to Contract**



**23.1. Binding Effect; Successors and Assigns**

This Contract will be binding upon and inure to the benefit of the District and Consultant and each of their respective permitted successors and assigns.

**23.2. Assignment or Transfer Prohibited**

- a. Consultant will not, in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer, or encumber this Contract, or any portion thereof or any interest therein, in whole or in part, without the prior written consent of the District. The names of Subconsultants or others whom Consultant intends to employ to perform Services as part of the project(s) will be submitted to the District for prior approval.
- b. For purposes of this Contract, the terms “transfer” and “assign” will include, but not be limited to, the following: (i) if Consultant is a partnership or limited liability company, the transfer of fifty percent (50%) or more of the partnership interest or membership or the dissolution of the Consultant; and, (ii) if Consultant is a corporation, any cumulative or aggregate sale, transfer, assignment, or hypothecation of fifty percent (50%) or more of the voting shares of Consultant.

**23.3. Limitations on Third Party Beneficiaries**

- a. 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.
- b. Notwithstanding the foregoing, the duties, obligations, and responsibilities of the Parties with respect to third parties will remain as imposed by law.

**24. Business Tax Registration**

- a. Consultant represents that it has registered its business with appropriate jurisdiction and has obtained and presently holds a Business Tax Registration Certificate or any other certificate as required by such jurisdiction.
- b. Consultant will maintain, or obtain as necessary, all such certificates required of it and will not allow any such certificate to be revoked or suspended during the term hereof.

**25. Confidentiality of Information**

- a. Consultant acknowledges that all deliverables (including but not limited to Work Product, all drawings, documents, specifications, plans, reports, statistics, and data whether or not expressly marked confidential) and any other information in any form prepared by or provided to Consultant in connection with this Contract (whether or not expressly marked confidential collectively, “Program Data”) may contain information vital to the security of the passenger rail. Consultant will take utmost precaution/measures while sharing information with its Subconsultants, and will do so on a need-to-know basis only, even while working on the project(s).

If Consultant fails to comply with this section, Consultant will be liable for the reasonable costs of actions taken by the District or affected parties that the applicable entity reasonably incurs in good faith as a result of such failure, including, without limitation, the design and construction of improvements, procurement and installation of security devices, and posting of guards. Consultant and its Subconsultants will store all the information gathered as part of this project in a secure and safe place during and/or after the performance of this Contract.

- b. 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/projects to which the Services pertain.
- c. If Consultant is presented with a subpoena or a request by any governmental entity regarding any Program Data which may be in Consultant's possession by reason of this Contract, Consultant must immediately give notice to the District, with the understanding that the District will have the opportunity to contest such process by any means available to it before any Program Data are submitted to any court, administrative agency, or other third party. Consultant, however, is not obligated to withhold the delivery beyond the time ordered by a court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

## **26. Appropriation of Funds**

- a. Pursuant to the Local Government Budget Law of Colorado, 29-1-101, *et seq.*, financial obligations of the District payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- b. Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated herein, and in order for the District to comply with its governing legal requirements, the District will have no obligation to make any payments to Consultant unless the District will have first made an appropriation of funds equal to, or in excess of, its obligation to make any payments as provided in this Contract. Consultant agrees that any services provided by Consultant, purchases made by Consultant, or expenses incurred by Consultant, in excess of said appropriation(s), will be free and without charge to the District, and the District will have no obligation to pay for any of said services, purchases, or expenses. Consultant will have no obligation to provide services, nor to incur any expenses, in excess of the appropriated amount(s) until the District appropriates additional funds for this Contract.

- c. If the District does not appropriate additional funds in an amount equal to, or in excess of, its obligation to make any payments as provided in this Contract, either Party may terminate the Contract by providing thirty (30) days written notice to the other Party. The Parties agree that this termination provision will have no force or effect on either of the Parties' respective rights to terminate this Contract under any other provision thereof.

**27. Waiver**

The waiver by the District of any breach of any term, covenant, or condition contained in the Contract Documents will not be deemed to be a waiver of any other term, covenant, or condition of the Contract Documents, or of any subsequent breach of the same term, covenant, or condition.

**28. Miscellaneous**

**28.1. Federally Required Provisions**

- a. The Consultant acknowledges and agrees that the District may seek federal reimbursement for Services provided under this Contract pursuant to a Task Order and that, as a result, this Contract includes and incorporates by reference Federally Required Provisions as set forth in Exhibit 4.
- b. In the event there is a conflict between any other provision of the Contract and the Federally Required Provisions, the Federally Required Provisions will control.

**28.2. Construction**

- a. It is the intention of the Parties hereto that if any provision of this Contract is capable of different constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision will have the meaning which renders it valid. Language will be interpreted according to its fair meaning and not strictly for or against Consultant or the District.
- b. In the event that any of the provisions, or portions or applications thereof, of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the District and Consultant will endeavor to negotiate an equitable adjustment in the provisions of this Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions, portions, or applications thereof will not be affected thereby.
- c. This Contract will be governed by and construed in accordance with the laws of the State, any applicable federal law, any applicable local ordinance, and the regulations, codes, and Executive Orders enacted and/or promulgated pursuant thereto.
- d. The section headings appearing herein will not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Contract.

- e. Except as otherwise expressly provided or as the context may otherwise provide:
  - (i) a reference to any section within this Contract (including in the Exhibits) is a reference to such section of this Contract (excluding the Exhibits); and
  - (ii) a reference to an agreement or other document, or to any law or permit, will be construed to be a reference to such agreement, document, law or permit as it may be amended, modified, replaced, or supplemented from time to time.
- f. The singular includes the plural and vice versa.
- g. Except as otherwise expressly provided in this Contract, a reference to a person includes such person's permitted successors, assigns and transferees, and any and all gender-specific references, classifications, and/or language will be interpreted to be gender-neutral.
- h. Words preceding "include", "includes", "including" and "included" will be construed without limitation by the words that follow.
- i. Except as otherwise expressly provided in this Contract or as the context may otherwise provide, words and phrases not otherwise defined herein:
  - (i) that have well-known insurance, engineering, construction, or specialized technical industry meanings will be construed pursuant to such recognized meanings where such meaning would be contextually appropriate; and
  - (ii) of an accounting or financial nature will be construed pursuant to the Generally Accepted Accounting Principles (GAAP), in each case taking into account the context in which such words and phrases are used.

### **28.3. Integration of Provisions Required by Law**

- a. The Parties agree that any additional provisions not set forth in this Contract required by any existing or future law to be inserted in this Contract are and will be deemed to be incorporated in this Contract as and when required by or for compliance with such law with effect from the date of their incorporation (unless the law expressly provides for retroactive effectiveness).
- b. Subordination to United States Government
  - (i) The Parties agree that this Contract will be subject and subordinate to the provisions of any existing or future agreement between the District and the United States of America or the State relative to the use, operation, or maintenance of the District facilities and projects, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the District or expenditure or reimbursement of federal or State funds (including federal grants-in-aid) for the development of the such facilities or projects, including but not limited to the District's Grant Assurance obligations to the federal government, or to

any security requirements of state or federal government, including temporary security procedures or instructions.

- (ii) In the event that this Contract, either on its own terms or by any other reason, conflicts with or violates such agreement referred to in the prior paragraph, the District will promptly notify Consultant of such conflict or violation, and work with Consultant to amend, alter, or otherwise modify the terms of this Contract in order to resolve such conflict or violation in a manner reasonably acceptable to both Parties.

#### **28.4. Severability**

If any provision of this Contract is held or deemed inoperative or unenforceable because it conflicts with any other provision or provisions hereof, or any constitution, statute, ordinance, rule of law, public policy, or any other reason, the circumstances will not render the provision in question inoperative or unenforceable in any other case or circumstances, or render any other provision herein contained invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Contract will not affect the remaining portions of this Contract or any part thereof.

#### **28.5. Amendments and Waivers**

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. Oral changes, amendments, modifications, cancellations, or waivers are not allowed and will have no effect.

#### **29. Notices**

- a. Unless the context otherwise requires, any reference to a “notice” in this Contract means a notice, request, demand, instruction, deliverable, or other communication, and any such notice must be made in writing.
- b. All notices and any other information required to be provided to a Party under this Contract will be made in writing, and will be delivered either personally, by overnight delivery service, by U.S. certified or registered mail, postage prepaid, or by email addressed to the Parties at their respective addresses indicated below or, at the District’s election, using the document management system or as provided by the District.
- c. Notices to the District will, until Consultant's receipt of written notice otherwise from the District, be addressed to the District at:

Front Range Passenger Rail District  
2921 W 38th Ave

PMB 361  
Denver, CO 80211  
Telephone: 303.883.9381  
E-Mail: [info@frprdistrct.com](mailto:info@frprdistrct.com)

With copy to:  
Kaplan Kirsch & Rockwell  
Attn: Stephen H. Kaplan, Esq.  
1675 Broadway, Suite 2300  
Denver, CO 80202  
Telephone: 303.825.7000  
Facsimile: 303.825.7005  
E-Mail: [skaplan@kaplankirsch.com](mailto:skaplan@kaplankirsch.com)

- d. Notices to Consultant will, until the District's receipt of written notice otherwise from Consultant, be addressed to Consultant at:

Linhart Public Relations  
Attn: Paul Raab  
3827 Lafayette Street, Suite 168  
Denver, CO 80205  
Telephone: 303.620.9044  
E-Mail: [praab@linhartpr.com](mailto:praab@linhartpr.com)

- e. Notices sent by overnight delivery service will be deemed received on the Business Day (defined as any day other than a Saturday, Sunday or legal holiday in the State) following the date of deposit with the delivery service. Mailed notices will be deemed received upon the earlier of the date shown on the return receipt, or the second Business Day after the date of mailing. Any notice sent by email or through the document management system will be deemed received when confirmed by written or electronic confirmation of receipt by the addressee of the email or equivalent digital documentation.
- f. Notwithstanding the foregoing, any service of process must at all times be physically delivered.

### **30. Vendor Discount**

Consultant agrees to use commercially reasonable efforts to determine the rates it charges customers for similar goods and services to be provided herein, and to offer the District any discount terms that are offered to its best customers for similar goods and services to be provided herein, and apply such discount to payments made under this Contract which meet the discount term. Consultant covenants, represents, and warrants that all of the pricing benefits and terms granted by Consultant herein are at least as favorable to the District as the benefits and terms granted by Consultant to any current customer or client for similar services offered by Consultant for time and materials (T&M)

contracts in comparable locales, provided that such rates would not be unfair or unreasonable.

**31. Contractor Assessments**

- a. The District may evaluate Consultant's performance as often as it deems necessary throughout the term of the Contract and after completion of the project and Services.
- b. The District will provide Consultant with a copy of any evaluation. Within fourteen (14) days of receipt of a copy of an evaluation, Consultant may submit a response. The District may consider any evaluation along with Consultant's response thereto, in evaluating future qualifications, proposals, and/or bids submitted by Consultant to the District for contract award.

**32. Execution**

- a. This Contract and any other document necessary for the consummation of the transaction contemplated by this Contract may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associated with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts will constitute one agreement, and each counterpart will be deemed an original.
- b. The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Contract and electronic signatures, facsimile signatures, or signatures transmitted by electronic mail in so-called PDF format will be legal and binding and will have the same full force and effect as if a paper original of this Contract had been delivered that had been signed using a handwritten signature.
- c. All Parties to this Contract: (i) agree that an electronic signature, whether digital or encrypted, of a Party to this Contract is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other Party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Contract based on the foregoing forms of signature.
- d. If this Contract has been executed by electronic signature, all Parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN"), that a signature by fax, e-mail, or other electronic means will constitute an Electronic

Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.


**IN WITNESS WHEREOF**, the District has caused this Contract to be executed on its behalf by General Manager and Consultant has caused the same to be executed by its duly authorized officers, all as of the day, year and place first hereinabove written.

**Linhart Public Relations, LLP.**

By:  \_\_\_\_\_

Paul Raab  
Managing Partner

**Front Range Passenger Rail District**

By:  \_\_\_\_\_

Andy Karsian  
General Manager



## **EXHIBITS**

- Exhibit 1:** Scope of Services
- Exhibit 2:** Consultant Rates
- Exhibit 3:** Form of Task Order
- Exhibit 4:** Federally Required Provisions

## **EXHIBIT 1: SCOPE OF SERVICES**

- A. Consult and coordinate with the District and other stakeholders to design and implement a multi-channel strategic communications plan to promote public awareness and understanding of the District and support for passenger rail.
- B. Assist the District with the preparation of graphic design and communications materials, including key messages, social media content, fact sheets, videos, presentations, webpages, and digital and print advertisements.
- C. Consult with the District and relevant stakeholders in leading the District's brand development, including new logo, brand guide, and writing style guide. As part the District's brand and communications launch, redesign the District's website, consistent with new brand and communication materials. Branding materials and website to be compliant with Section 508 and other relevant federal and state accessibility guidelines.
- D. Provide communications support, which may include supporting the District's effort in project-related, transparency and procurement outreach, public-private partnership education and outreach, stakeholder coordination, grand openings and all other identified milestones and activities impacting the District's work.
- E. Provide spokesperson services with a focus on crisis communications and securing earned media.
- F. Provide support for local, regional, and national speaking engagements as requested.
- G. Translate materials and arrange translation and interpretation services as requested.

## EXHIBIT 2: CONSULTANT RATES

<b>Rank/Labor Classification</b>	<b>Hourly Rate</b>
Managing Partner	\$425
Sr. Vice President	\$350
Vice President	\$325
Sr. Account Director	\$300
Account Director	\$255
Management Supervisor	\$245
Account Supervisor	\$225
Digital Media Supervisor	\$225
Digital Media Strategist	\$195
Digital Media Designer	\$140
Sr. Account Executive	\$195
Account Executive	\$165
Account Associate	\$135
Intern	\$55

## EXHIBIT 3: TASK ORDER FORM

**TASK ORDER CONTRACT**  
**BETWEEN**  
**THE FRONT RANGE PASSENGER RAIL DISTRICT AND**  
**[     ]**  
**FOR**  
**PROFESSIONAL SERVICES**  
**TASK ORDER [Insert No. ]**

This Task Order is made as of this *[Insert Date]* day of *[Insert Month]*, *[Insert Year]*, in accordance with the terms of the Multiple Award Task Order Contract (the “Contract”) between the Front Range Passenger Rail District (the “District”) and *[Insert Consultant Name]* (the “Consultant”) made and entered into on *[Insert Contract Effective Date]*.

### 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 *[Insert Not-to-Exceed Amount]*, on the following basis:

*[Select the applicable compensation basis for this Task Order, provide the required information, and delete the other two bases that are not used.]*

#### **A. Lump Sum**

The District will release the following milestone payments upon the Consultant’s completion of the relevant milestones:

- *[Insert milestone payment schedule, if applicable]*

The Consultant’s compensation will be based on the performance of services by the following authorized personnel:

- *[Insert a list of authorized Consultant and Subconsultant personnel]*

The Consultant commits to utilizing the services of the following DBE firm(s) at the level specified:

- *[Insert a list of DBE firms and the dollar amounts of services to be performed by such DBE firms]*

#### **B. Time and Materials**

The District will pay the Consultant allowable costs as they are incurred in the performance of this Task Order. Such allowable costs, including costs to be incurred by the following authorized Consultant and Subconsultant personnel, include:

- *[Insert authorized Consultant and Subconsultant personnel and fully burdened hourly rates, and reimbursable expenses if applicable]*

The Consultant commits to utilizing the services of the following DBE firm(s) at the level specified:

- *[Insert a list of DBE firms and the dollar amounts of services to be performed by such DBE firms]*

in accordance with Appendix 2 of this Task Order and the terms of the Contract.

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 *[Insert Task Order Expiration Date]*. The Consultant shall not perform any services described in this Task Order prior to *[Insert Task Order Performance Beginning Date]* or after *[Insert Task Order Expiration Date]*.

### **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. DBE PARTICIPATION**

The Consultant hereby agrees and obligates itself to utilize the services of the DBE firm(s) set out in Appendix 2 of this Task Order at the level specified therein.

### **6. 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 is Task Order.

**7. 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, subject to the terms and conditions of the Contract.

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

***[Insert Consultant Name]***

**Front Range Passenger Rail District**

By: \_\_\_\_\_

By: \_\_\_\_\_

*[Name of Authorized Person]*

Andy Karsian

Authorized Person

General Manager

## **EXHIBIT 4: FEDERALLY REQUIRED PROVISIONS**

The Work and the project shall comply with, and the Consultant shall perform its obligations and (where relevant) shall require each Subconsultant to perform their respective obligations under this Contract, the other Contract Documents and the Subconsultant agreements in accordance with the following requirements.

### **1. General Requirements**

- a. The Consultant and its Subconsultants shall comply with applicable requirements and provisions, in effect now or as hereafter amended, of all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Contract. Performance under this agreement shall be governed by and in compliance with the requirements of this Exhibit 4, as applicable, to the Consultant and its Subconsultants.
- b. Specific assurances required to be included in any grant agreement applicable to the District's funding of the work under this Contract, whether as of the Effective Date or in the future, are hereby incorporated by reference into this agreement.

### **2. General Federal Legislation**

- a. Davis-Bacon Act - 40 U.S.C. § 3141 et seq.
- b. Federal Fair Labor Standards Act - 29 U.S.C. § 201 et seq.
- c. Hatch Act - 5 U.S.C. § 1501 et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. § 4601 et seq.
- e. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108
- f. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. §§ 312501–312508
- g. Native American Graves Protection and Repatriation Act - 25 U.S.C. § 3001 et seq.
- h. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401 et seq.
- i. Section 404 of the Clean Water Act, as amended - 33 U.S.C. § 1344
- j. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. § 1536
- k. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451 et seq.
- l. Flood Disaster Protection Act of 1973, Section 102(a) – 42 U.S.C. § 4012a
- m. Age Discrimination Act of 1975 - 42 U.S.C. § 6101 et seq.
- n. American Indian Religious Freedom Act, P.L. 95-341, as amended
- o. Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq.
- p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended - 42 U.S.C. § 4541 et seq.
- q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2

- r. Architectural Barriers Act of 1968 - 42 U.S.C. § 4151 et seq.
- s. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 - 42 U.S.C. § 8373
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701 et seq.
- u. Copeland Anti-kickback Act, as amended - 18 U.S.C. § 874 and 40 U.S.C. § 3145
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321 et seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271 et seq.
- x. Federal Water Pollution Control Act, as amended - 33 U.S.C. §§1251–1376
- y. Single Audit Act of 1984 - 31 U.S.C. § 7501 et seq.
- z. Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101 et seq.
- aa. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. §§ 1681–1683 and §§ 1685–1687
- bb. Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
- cc. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. § 2000d et seq.
- dd. Title IX of the Federal Property and Administrative Services Act of 1949 - 40 U.S.C. §§ 1101-1104
- ee. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
- ff. Freedom of Information Act - 5 U.S.C. § 552, as amended
- gg. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. § 1801 et seq.
- hh. Farmland Protection Policy Act of 1981 – 7 U.S.C. § 4201 et seq.
- ii. Noise Control Act of 1972 – 42 U.S.C. § 4901 et seq.
- jj. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. § 661 et seq.
- kk. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 - 33 U.S.C. §§ 401 and 525
- ll. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303
- mm. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. §§ 9601–9657
- nn. Safe Drinking Water Act – 42 U.S.C. §§ 300f to 300j-26
- oo. The Wilderness Act – 16 U.S.C. §§ 1131–1136
- pp. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. § 6901 et seq.
- qq. Migratory Bird Treaty Act 16 U.S.C. § 703 et seq.
- rr. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)



- ss. Cargo Preference Act of 1954 – 46 U.S.C. § 55305
- tt. Buy American Act – 41 U.S.C. § 8301–8305
- uu. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

**3. Executive Orders**

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11988 – Floodplain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12549 – Debarment and Suspension
- f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
- h. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers

**4. General Federal Regulations**

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3

**5. Non-Discrimination in Federally-Assisted Programs**

- a. Statutory/Regulatory Authorities:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - ii. 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964); and
  - iii. 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964),

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

- b. **Compliance with Regulations:** The Consultant will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Railroad Administration (FRA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- c. **Non-discrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
- d. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a Subconsultant agreement, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- e. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or FRA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Recipient or FRA, as appropriate, and will set forth what efforts it has made to obtain the information.
- f. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the Non-discrimination provisions of this Contract, the Recipient will impose such contract sanctions as it or FRA may determine to be appropriate, including, but not limited to:
  - i. withholding payments to the Consultant under the contract until the Consultant complies; and/or
  - ii. cancelling, terminating, or suspending a contract, in whole or in part.
- g. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs (b) through (g) in every Subconsultant agreement, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant hereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or FRA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a Subconsultant, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

## 6. Pertinent Non-Discrimination Authorities

During the performance of this Contract, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- h. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- i. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- i. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

**7. Certification Regarding Lobbying.**

The Applicant certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of Applicant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. Consultant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**8. Debarment, Suspension, Ineligibility and Voluntary Exclusion (Consultant)**

- a. The certification in this clause is a material representation of fact upon which reliance was placed when the District determined to enter into this Contract. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the District may terminate this transaction for cause of default.
- b. The Consultant shall provide immediate written notice to the District if any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a

covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- d. The Consultant shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- e. The Consultant agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the District, entering into this covered transaction, without modification, in all Subconsultant agreements and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- f. The Consultant may rely upon a certification of a Subconsultant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Consultant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.
- g. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- h. Except for transactions authorized under paragraph (f) of these instructions, if the Consultant knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the District may terminate this transaction for cause or default.

**9. Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subconsultants)**

- a. The certification in this clause is a material representation of fact upon which reliance was placed when the District determined to enter into this Contract. If it is later determined that the Subconsultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or the District may pursue available remedies, including suspension and/or debarment.
- b. The Consultant shall require all Subconsultants to provide immediate written notice to the Consultant if at any time the Subconsultant learns that its certification was erroneous by reason of changed circumstances.
- c. The Consultant shall require all Subconsultants to agree that they shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

**10. Certification Regarding Delinquent Tax Liability or Felony**

- a. Before entering into any Subconsultant agreement, Consultant shall check the System for Award Management (the "SAM") at <http://www.sam.gov/> for an entry describing the Subconsultant entity indicating that the entity has a Tax Delinquency or a Felony Conviction.
- b. A "tax delinquency" means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- c. A "felony conviction" means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.
- d. If the SAM entry for a Subconsultant indicates that the entity has a Tax Delinquency or a Federal Conviction, or if a Subconsultant's prior certification was inaccurate when made or became inaccurate after being made, then Consultant shall not enter or continue a Subconsultant agreement with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.
- e. The Consultant shall notify the District of any Tax Delinquency or a Felony Conviction under this section.

**11. Text Messaging While Driving**

- a. The Consultant is encouraged to:
  - i. adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving (A) company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or (B) privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government; and
  - ii. conduct workplace safety initiatives in a manner commensurate with the size of the business, such as: (A) establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (B) education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Consultant shall insert the substance of this section, including this paragraph (b), in all Subconsultant agreements other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

**12. Drug-Free Workplace**

Consultant agrees to, and to cause its Subconsultants to, comply with Government-wide Requirements for Drug-Free Workplace (Grants), 49 C.F.R. Part 32.

**13. Record Retention**

During the course of the Project and for three years after notification of grant closeout, the Consultant agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Contract. In cases where litigation, a claim, or an audit is initiated prior to the expiration of the record retention period, records must be retained until completion of the action and resolution of issues or the end of the record retention period, whichever is later. Reporting and record-keeping requirements are set forth in 2 C.F.R. §§ 200.333 – 200.337. Project closeout does not alter these requirements.

#### **14. Rights in Intangible Property**

- a. Title to Intangible Property. Intangible property, as defined in 2 C.F.R. § 200.59, acquired in the performance of this Contract vests upon acquisition in the District. The District must use that property for the originally-authorized purpose, and must not encumber the property without approval of FRA. When no longer needed for the originally-authorized purpose, disposition of the intangible property must occur in accordance with the provisions of 2 C.F.R. § 200.313(e).
- b. Copyright. The Consultant may copyright any work that is subject to copyright and was developed or for which ownership was acquired under this Contract. FRA and the District each reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so.
- c. Patents. The following provisions will apply to patents under this Contract:
  - i. The Consultant is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements”.
  - ii. If the Consultant secures a patent with respect to any invention, improvement, or discovery of the Consultant or any of its Subconsultants conceived or first actually reduced to practice in the course of or under this Project, the Consultant agrees to grant to FRA a royalty-free, nonexclusive, and irrevocable license to use and to authorize others to use the patented device or process.
- d. Research Data. For any research data (as defined in 2 C.F.R. § 200.315(e)(3)) acquired under a grant or contract, FRA has the right to:
  - i. Obtain, reproduce, publish, or otherwise use the research data produced under this Contract; and
  - ii. Authorize others to receive reproduce, publish, or otherwise use such data.
- e. Freedom of Information Act (FOIA). Responding to a FOIA request under this Contract will be handled in accordance with the provisions of 2 C.F.R. § 200.315(e), including any definitional provisions set forth therein. The “Federal awarding agency” is FRA, and the “non-Federal entity” is the District for purposes of this clause.

#### **15. Audit and Inspection**

- a. The Consultant will comply with all audit requirements of 2 C.F.R. §§ 200.500 – 200.512.

- b. The Consultant agrees to permit the Secretary and the Comptroller General of the United States, or their Authorized Representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Consultant and its Subconsultants pertaining to the Project.

**16. Site Visits**

FRA, through its Authorized Representatives, has the right, at all reasonable times, to make site visits to review Project activities, accomplishments, and management control systems and to provide such technical assistance as may be required. If any site visit is made by FRA under this Contract on the premises of the District, Consultant, any Subconsultant, beneficiary or subrecipient, the Consultant will provide, or will ensure the provision of, all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations will be performed in such a manner as will not unduly delay work being conducted by the Consultant or any Subconsultant.

**17. Federal Fair Labor Standards Act (Federal Minimum Wage)**

- a. The Contract and all Subconsultant agreements that the Consultant enters into for the performance of Services under this Contract incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.
- b. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**18. Bonus or Commission.**

The Consultant affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain this Contract.

**19. False or Fraudulent Statements or Claims.**

The Consultant acknowledges and agrees that:

- a. Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and USDOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to the Consultant's activities in connection with the Services. By executing the Contract, the Consultant certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Services. In addition to other penalties that may apply, the Consultant also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation, directly or indirectly, to the Federal Government, the Federal Government reserves the right to impose on the Consultant the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.
- b. Criminal Fraud. If the Consultant makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation directly or indirectly to the Federal Government, the Federal Government reserves the right to impose on the Consultant the



penalties of 49 U.S.C. § 5323(l)(1), 18 U.S.C. § 1001, or other applicable Federal law to the extent the Federal Government deems appropriate.

- c. Inclusion in Lower Tier Subcontracts. The Consultant agrees to include the clauses at Section 1.3.c.i and 1.3.c.ii in each lower tier Subconsultant agreement financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clauses shall not be modified, except to identify the lower tier Subconsultant agreement that will be subject to the provisions.

**20. Trafficking in Persons.**

To the extent applicable, the Consultant agrees to comply with, and assures the compliance of each Subconsultant with, the requirements of subsection 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g), and the provisions of said subsection (g) consistent with U.S. OMB guidance, "Award Term for Trafficking in Persons", 2 C.F.R. Part 175.

**21. Participation by Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals.**

Consultant agrees to provide maximum practicable opportunities for small businesses, including veteran-owned small businesses and service disabled veteran-owned small businesses, and to implement best practices, consistent with our nation's civil rights and equal opportunity laws, for ensuring that all individuals – regardless of race, gender, age, disability, and national origin – benefit from activities funded through this Contract.

**EXHIBIT B**  
**TASK ORDER NUMBER 1**

**TASK ORDER**  
**BETWEEN**  
**THE FRONT RANGE PASSENGER RAIL DISTRICT AND**  
**LINHART PUBLIC RELATIONS, LLP**  
**FOR**  
**PROFESSIONAL SERVICES**  
**TASK ORDER NO. 1**

This Task Order is made as of this 29th day of March 2024, in accordance with the terms of the Multiple Award Task Order Contract (the “Contract”) between the Front Range Passenger Rail District (the “District”) and Linhart Public Relations, LLP (the “Consultant”) made and entered into on March 29, 2024.

**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 Twenty Thousand Dollars (\$120,000.00) on a time and materials basis, exclusive of out-of-pocket expenses incurred by Consultant in the performance of the work.

The District will pay the Consultant allowable costs as they are incurred in the performance of this Task Order in accordance with Appendix 2 of this Task Order and the terms of the Contract. All out-of-pocket expenses shall be approved for reimbursement by the District in advance of being incurred; failure to receive such approval prior to incurring such costs may be grounds for denial of payment by the District. Reimbursement of out-of-pocket expenses shall be for actual cost incurred without markup.

The Consultant is not authorized to perform services in excess of the not to exceed amount under this Task Order, including amounts billed by subconsultants, without prior written authorization from the District.

**3. PERFORMANCE PERIOD**

The Consultant shall perform all services described in this Task Order by June 30, 2024. The District and the Consultant acknowledge that certain services to be performed under this Task Order No. 1 were performed prior to the date of this Task Order and the Effective Date of the Contract. By execution of this Task Order No. 1, the District ratifies, confirms, and approves the inclusion of such Services hereunder.

**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.


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

**Linhart Public Relations, LLP**

**Front Range Passenger Rail District**

By:  \_\_\_\_\_

Paul Raab  
Managing Partner

By:  \_\_\_\_\_

Andy Karsian  
General Manager

## **APPENDIX 1. SCOPE OF SERVICES**

- **Task 1: Onboarding Research**

- Review background materials (2/14 SWOT analysis, polling results and other materials as directed by District staff).

- **Task 2: March 21 Board Workshop**

- Attend workshop.
- Work with District staff to develop scenario-based communications strategy that ensures readiness to respond to media and key stakeholders depending on board decision.

- **Task 3: Communications Planning**

- Lead in-person workshop with District staff and select Board members to brainstorm communications objectives, strategies, and tactics to build understanding, excitement, and support for passenger rail in Colorado, including a tax request.
- Develop phased multi-channel communications plan for earned, owned, and social channels to guide activities and tasks, including timeline, with initial focus on next 30/60/90 days.

- **Task 4: Messaging**

- Review existing District customer-facing resources to mine for key messages.
- Develop customer-facing message library (District/rail service project overview and vision, benefits, rider experience, financing, SDP, countering criticisms, timeline).

- **Task 5: Branding**

- Lead branding workshop to discuss needed near-term brand improvements and brand strategy to support development of presentations, infographics, social content and website updates/improvements (District versus rail needs, brand coordination and evolution); evaluate next steps based on workshop outcomes.

- **Task 6: Social Media**

- Develop near-term social media plan outlining recommended channels, key content pillars, posting frequency, response plan and paid strategy plan and proposed budget.\*

\*Consultant to obtain District approval for any out-of-pocket paid social costs, prior to implementing.

- Begin developing content (at least three months' worth) for social channels, including evergreen 'rail benefits' content and guidance on leveraging timely news; plus create design framework for any supporting visuals based on brand enhancements.
- Support launch of social channels in partnership with District as time permits, with the goal of establishing a social following and increasing reach.

- **Task 7: Earned Media**
  - Develop near-term plan for seeking positive earned media storytelling opportunities proactively, beginning with ballot timing decision and continuing for next 90 days as part of this phase.
  - Monitor project media coverage and guide response strategy and development for negative media coverage, as needed.
  - Create a media toolkit with key messages overview, fact sheets, map, graphics, FAQ, points of contact.
- **Task 8: Communications Tools**
  - Identify and prioritize development of communications tools, such as infographics, handouts and project overview presentation; could include updating existing content to be more consumer-facing and aligned with any branding changes.
  - Develop branded materials templates for PowerPoint presentations, fact sheets and infographics to enable consistent look and feel across all future materials.
- **Task 9: Website**
  - Recommend website copy or changes to incorporate customer-facing content.
- **Task 10: Program Management**
  - Regular touch-base meetings with District staff for project updates and counsel.
  - Internal Consultant team meetings.
  - Develop monthly progress reports.
  - Coordinate ongoing project and budget management, including with other communications agencies, as needed.

The District and Consultant reserve the right to modify this Task Order through subsequent Task Orders as needed to reflect changing political, legislative and/or social impacts. Any changes must be agreed by both parties in writing.

## **APPENDIX 2. AUTHORIZED PERSONNEL AND RATES**

### Name, Role and Hourly Rates

- Paul Raab, Managing Partner, \$350/hour
- Shannon Mueller, Senior Consultant, \$250/hour
- Kelly Brown, Senior Consultant, \$250/hour
- Kelly Hoskinson, Senior Consultant, \$250/hour
- Sarah Marconi, Junior Consultant, \$150/hour

The delivery of Consultant's work under this Task Order will be supplemented by two subconsultants. Senior Consultant Kelly Womer will support Tasks 2, 4, 5, and 9 for a flat fee of \$7,000. Graphic Designer Courtney Hilow will support Tasks 5 and 9 for a flat fee of \$6,000. Project invoices for subconsultants will be submitted to the District by Consultant for payment upon completion of the applicable subconsultant services.

**FRONT RANGE PASSENGER RAIL DISTRICT  
GOVERNMENT AFFAIRS AND COMMUNICATIONS COMMITTEE MEETING**

Tuesday March 26, 2024; 2:30 p.m. (Virtual)

**Roll Call:**

- Attendance: Nathan Anderson, Dennis Flores, Jill Gaebler, Will Karspeck, Josh Laipply, Claire Levy, Deborah Mulvey, Chris Nevitt, John Putnam, Jose Soto, Jim Souby, Dale Steenberg, Randy Wheelock
- FRPRD Staff Attendance: Chrissy Breit, Nancy Burke, Andy Karsian, Ashica Smith
- FRPRD Legal Counsel Attendance: Steve Kaplan

**Approve Agenda**

Director Mulvey called the meeting to order at 2:35 p.m. and a quorum was established. Director Levy moved the motion to approve the agenda and Director Soto seconded. No objections were raised.

**Committee Discussion on SB24-184 (Fenberg CTIO Bill)**

The Surface Transportation Infrastructure Development Bill is intended to allow funds to be raised through CTIO to fund transit and rail services for congestion relief. Directors in attendance had lengthy discussion on the bill in advance of its first hearing on March 27, 2024.

On page 125, lines 7-9, there is confusion around the language that describes the roles and responsibilities between RTD and FRPRD. Previously, General Manager Karsian circulated a memorandum noting this need for amendment. Such language has been submitted to Senator Fenberg and is anticipated to be introduced as an amendment. General Manager Karsian shared that FRPRD will not lose any authority, and there is expected to be more equal partnership between FRPRD, CDOT and RTD than this version of the bill suggests.

On page 12, section 3, 32-9-107, members raised concern regarding language enabling RTD to extend construction and operations outside its district to Fort Collins, to be reimbursed later by a public body. Director Levy noted this language creates confusion around the nature of the FRPR project. She emphasized that improvements outside of the current RTD boundaries would need contributions from a public source that is not FasTracks funding.

Regarding the definitions of travel shed on page 7 and user fee on page 18 (lines 3 to 18), Directors Wheelock and Levy raised the lack of clarity of shifting CTIO/fee funds from one jurisdiction to another. The loose language implies that user fees and existing funds within one district can be used for construction (benefits) in other areas.

On page 6, section K, Director Soto raised the concern that the bill lacks language regarding fair labor standards. He noted labor's significant role in crafting and raising support for IJA. Directors suggested it be added to the legislative declaration.

Mr. Kaplan raised the ongoing issue about who will allocate the new fee and what criteria it will be allocated on. There's so many potential uses for the fee, from buses to mountain rail. He asked if there's been any discussion about ensuring a fixed fee or designated percentage goes to FRPRD. Director Putnam noted that attorneys have raised concerns about making a designation on things that may not deliver on congestion benefits. Designation amounts will be made by CTIO. He confirmed that if an entity makes a commitment to advance financing (bond against this revenue), a commitment would be needed by CTIO and agreements would need to be worked out. Director Levy



affirmed that is a deep concern for her. Director Putnam noted it will be hard to add to the bill a criteria or guarantee for funding to FRPRD.

Director Pace made the motion to recommend the Board support the bill if amended to address concerns discussed in the meeting and previously submitted to Senate Fenberg's office. Director Souby seconded. The motion passed.

Per page 16 of the bill, Director Mulvey asked if the reporting requirements unduly asks FRPRD to speak about host railroad coordination which could negatively impact railroad negotiations. Director Anderson affirmed the value of keeping this language broader. Director Putnam noted that an amendment speaking to this has already been developed. Chair Mulvey affirmed the need for reporting deadlines to be conducive to planning processes, rather than be based in unrealistic direction.

**Adjourn:**

The meeting adjourned at 4:10 p.m.

## **Update on SB24-184 Support Surface Transportation Infrastructure Development**

March 28, 2024

Prepared by Brandeberry-McKenna Public Affairs

SB 24-84 passed the Senate Transportation and Energy Committee on a party line vote and was referred to the Senate Finance Committee.

Four amendments added to the bill by the sponsors:

- L001 changes the word “travel shed” to “travel corridor.” There were stakeholders that had concerns that the money stays in the same geographic area that it is collected and the language is intended to be less restrictive to allow for the CTIO to fund strategies to reduce congestion within a corridor.
- L002 makes changes to the legislative declaration suggested by various stakeholders around the intent of the bill including FRPRD, Greater Denver Transit, Union Pacific, and Colorado Ski County. The amendment also further clarifies the application of the fee as being statewide and universal.
- L003 was suggested by RTD and FRPRD and is related to the collaboration between the two entities for the north segment of the northwest passenger rail. It is a technical amendment around who would be leading the studies. As originally written, that charge was given to RTD and the parties felt it was more appropriate for that charge to be given to FRPRD because they are doing that work already under existing contracts. This seemed like it was more efficient way to gather the information and conduct the studies and report back to the legislature as necessary.
- L012 The amendment makes the two dollar fee applicable to all engines regardless if they are hybrid or not.

The Bill and approved amendments are available at <https://leg.colorado.gov/bills/sb24-184>.

**FRONT RANGE PASSENGER RAIL DISTRICT  
BOARD OF DIRECTORS WORKSHOP**

Tuesday March 21, 2024; 1 p.m.

History Colorado Center (with virtual option)

**Attendance:**

- FRPRD Director Attendance In-Person: Claire Levy, Luis Lopez, Deborah Mulvey, Sarah Nurmela, Chris Nevitt, Sal Pace, Joan Peck, John Putnam, Jose Soto, Jim Souby
- FRPRD Director Attendance Online: Nathan Anderson, Lynette Crow-Iverson, Dennis Flores, Jill Gaebler, Alex Khalfin, Will Karspeck, Debra Johnson, Johnny Olson, Jim Tylick
- FRPRD Staff Attendance: Chrissy Breit, Ashica Smith, Andy Karsian, Nancy Burke, Duane Sayers
- FRPRD Legal Counsel Attendance: Brent Butzin, Steve Kaplan
- Governor's Office Attendance: Lisa Kauffman
- FRPRD Consultants:
  - CDR Associates: Jonathan Bartsch, Jeffery Range, Patrick Teese
  - WPA Intelligence: Todd Vitale
  - Ernst & Young: Adam Christian, Tom Rousakis
  - Taloma Partners: Tamara Ward
  - Sean Walsh Consulting: Sean Walsh

**2023 Board Retreat Takeaways**

Mr. Bartsch opened the workshop with a review of the ballot decision factors developed at the December 2023 Board retreat. These factors were provided in the workshop packet. While the Directors articulated a range of factors at the retreat, financial modeling and polling to inform 2024 ballot timing were deemed the highest priority to prepare by early spring 2024. As such, the results of this work is the focus of the workshop.

**Funding Opportunities and SDP Status**

Director Putnam provided an update on federal funding opportunities and the status of the Service Development Plan (SDP). He noted that that over half of the passenger rail funds created through the Bipartisan Infrastructure Law have been awarded. Earlier this year, FRPRD worked with CDOT and southern Colorado communities to submit a RAISE Grant to advance passenger rail station planning and environmental clearance in Colorado Springs, Pueblo, and Trinidad. Director Putnam noted that the CRISI Grant NOFO will be released soon and that the State is evaluating projects with independent utility that could be advanced through the grant program. He continued that after the summer, there will be calls for applications for the Federal/State Partnership Program, Reconnecting Communities Program, and Rail Crossing Elimination Program.

Director Peck noted that she was in Washington DC the prior week and learned of the need for revenue streams to be reauthorized. Director Putnam responded that the Surface Transportation Bill is in effect for five years and runs out at the end of fiscal year 2026. It will need to be extended on a temporary basis, or reauthorized, and advanced appropriations are being reviewed. Director Souby asked what the certainty is on the \$16.3 billion appropriation for future projects. Director Putnam responded that there is uncertainty around this and that the 2024 presidential election will play a significant role.

**SDP Status**

Director Putnam noted that earlier in the year, the Planning Committee received a presentation on the SDP ridership and revenue analysis. These reports are under review with the FRA. Director

Putnam noted the delay to the SDP resulting from the delayed start to the operations analysis as the Federal Railroad Administration approved the non-disclosure agreement (NDA) process for freight data sharing.

### **Financial Model Analysis**

Mr. Rousakis introduced the financial model developed by Ernst & Young to identify the minimum sales and use tax required to pay for the capital construction, administration, operations, and maintenance of a front range passenger rail system. He continued that the model can help the Board craft a ballot question and refine the definition of the project. The model pulls together cost and revenue data from SDP analyses, as well as capital cost information rooted in the 2020 Alternatives Analysis as the SDP has not yet completed the operations analysis task. Colorado Department of Revenue data is used to define sales tax revenue. Mr. Christian noted risk considerations associated with using preliminary data in the modeling exercise. To mitigate this risk, contingency has been added throughout the model. Mr. Christian then presented the base case service assumptions informing the model: Phase 1 service of 3 daily road trips from Denver to Fort Collins beginning in 2029, with service from Pueblo to Fort Collins at 6 round trips a day beginning in 2035. The model assumes FRPRD owns all rolling stock, Amtrak is the operator, and a sales tax initiative is approved by voters in 2024, and the project receives a FRA Federal-State Partnership grant in 2026-2027. The model looked at three scenarios for sales and use tax generation: optimistic, moderate, and pessimistic. The pessimistic scenario was used for the model.

The model calculated a \$3.2B capital cost for the base case service. In the first year of stabilized service, it is projected that \$113M is needed for administration, operations, and maintenance; \$16M will be generated through farebox/ancillary revenues, and thus \$97M will be needed per year in operating assistance. To deliver the project and support ongoing operations, a sales tax of 19%-.22% will be needed. Mr. Christian presented possible sensitives that would impact the sales tax needed. Such sensitives include increased costs, no federal funding, and possible financial contributions from RTD or CTIO.

The Board discussed the very preliminary nature of the capital cost data which is rooted largely in benchmark data from other services because operations modeling has not been completed on the SDP. Additional discussion spanned the model's sensitivity to adding additional stations; the model can accommodate adding stations does and typically this does not greatly move the needle on capital costs. The Board further discussed that the District can raise property taxes, but this was not evaluated as it was assumed this would be an unpopular revenue source.

### **Opinion Polling and SWOT Analysis**

Mr. Vitale introduced the public opinion poll he developed to inform FRPRD ballot timing and messaging. The poll sampled 500 likely voters and was in the field March 12-14, 2024. Poll respondents are generally in support of the direction Colorado is going. From open-ended questions, respondents did not flag traffic congestion or infrastructure as a top concern. When asked directly, two-thirds of voters say traffic congestion is a challenge for Colorado, but only one-third said it's a serious problem in their daily life. Traffic congestion relief is likely not strong enough as a standalone benefit message for the project. Only one half of respondents are familiar with the FRPR proposal. Most people's level of awareness is very high-level. At first mention, a large majority of respondents supported the proposal of an intercity passenger rail system that connects Front Range communities. A majority of respondents supported a tax for the project and there appeared to be limited price sensitivity related to the .3% or .5% sales tax rates. Reduced congestion on I-25 is a major driver for support, but other factors like environmental benefits, connecting communities, job creation, and strengthening local economics also drive support. Far and above, in determining whether or not to support the proposal, respondents care about the routes/stops, cost to ride, and taxpayer cost. Most opposition to the proposal was based on fiscal reasons, followed by a lack of belief that the project would actually get built.

Discussion centered on a 2024 versus 2026 voter profile and how that changes likely support. The ideal messengers for FRPR are local voices. The more local the message, the better. Director Olson raised concerns with how the project is described in the poll. As written, it brings to mind a train going along I-25 when in fact the route more so follows US 287. This project description can be refined in future polling.

Ms. Ward presented the Strengths, Weaknesses, Opportunities, Threats (SWOT) Analysis completed going into the poll. She noted Colorado's excitement around rail while also highlighting that many ballot measures will be on the 2024 ballot.

### **Board Discussion**

Director Pace stated that the polling and messaging are clear and positive, but the ground game is not ready for a 2024 ballot measure. Speaking to public sentiment and the financial modeling outputs, he raised the need for the Board to consider a more robust service than 6 roundtrips/day and to see this vision implemented through the SDP. He expressed the value of having extra time to investigate more frequent service, using more dedicated track, and getting the train to Trinidad sooner. He stated the importance of building something worthwhile to ride and raised concerns about bringing a more limited starter service to the voters.

Director Mulvey shared that she sees positives and negatives to going to ballot in 2024 vs 2026, however messaging and engagement will matter no matter when we go to ballot. She expressed that timing of a ballot decision should be less rooted in SDP status and more so focused on what else is in the ballot as that's more likely to drive voter decisions. She affirmed her desire to avoid raising property taxes.

Director Nevitt said that the polling and financial modeling results are positive. He noted three questions he wanted answered today: 1) Is there voter support for FRPR (polling says yes), 2) What is the ballot question we would pose (financial modeling results are positive), and 3) Could a successful campaign be mounted? He expressed that the third question remains the key outstanding question that the Board and advocates need to resolve.

Director Putnam agreed with Chair Nevitt that the ability to mount a successful campaign remains the key question as the current process is nascent. He expressed his focus is on securing federal funding which will be hard to accomplish before a 2024 ballot measure. He noted that improved polling and outreach can be completed soon, but that critical elements of the SDP like the operations analysis and railroad agreements can't move faster.

Director Peck expressed the need to work hard on the SDP. She noted that Boulder County needs a defined plan with hard questions answered before going to the voters as Boulder County is suffering from tax remorse. She said going to the ballot in 2024 is possible, but in order to go the ballot, FRPRD needs to articulate how this tax/project will benefit taxpayers as they have not benefited from the FasTracks tax.

Director Souby stated that he has been a strong supporter for a 2024 ballot measure. He noted that a delayed SDP may be a fatal flaw, but that EY's work is intended to make up for this. He affirmed that the critical issue remains forming a campaign and effectively selling the project, but that the pollster's findings suggest that 2024 is the year.

Director Lopez stated there is one shot to successfully pass a ballot measure. If the project goes to vote now and fails, it likely wouldn't be as successful. He expressed his willingness to move forward however the Board decides. He noted that because his community (Huerfano and Las Animas counties) are outside the SDP, his voters need an understanding of how and when the rail service

will reach them. The voters in his area will need to see a plan in order for the ballot measure to be successful. Director Lopez raised additional timing considerations related to property tax discussion and the different electorate in a presidential versus non-presidential election.

Director Levy believes that everything points to going to ballot in 2026. The poll numbers are strong and the financial modeling results points towards project success. She spoke to the value of taking extra time to articulate a robust project that appeals to voters. She stated it is important to bring a service development plan to voters and that the polling lays the foundation for the messaging and communications work that will be needed for a successful 2026 ballot measure. Director Levy acknowledged the difference in 2024 versus 2026 elections; 2024 is a presidential year, but 2026 is a gubernatorial and senate race. Mr. Vitale agreed with Director Levy's assessment of the 2026 election but added there's a lot of uncertainty around the 2026 electorate. He affirmed that independent voters are a crucial part of the equation in 2024, but less so in 2026, which impacts the campaign and messaging.

Director Flores expressed encouragement from the poll numbers and feels strongly about going to the ballot in 2024 and not losing out on the independent voters who will show up in a presidential election year.

Director Karspeck stated that he supports going to the ballot in 2026 in order for the FRPRD to work through a service plan that better serves smaller communities.

Director Nurmela asked how much the service plan needs to be defined before going to the ballot, and if elements of a plan are malleable following a ballot election. Director Nurmela expressed the strength of the current moment given the polling numbers and financial modeling but agreed with there being utility in iterating on the base case used in the model. She asked for clarity if iteration can happen before a 2024 ballot, or if iteration can only happen by going in 2026. If there's room to iterate on the service plan while going to the 2024 ballot, the time to go is now. If not, it's better to wait.

Director Soto mentioned that labor is in a unique position. Labor's support of the project isn't contingent upon timing, it's based upon being involved in the planning process. So long as strong labor agreements are in place, labor can support any scale of project development or ballot timing. He expressed support for having the opportunity to build a more robust plan. He expressed that the SDP is needed and identifies vital information on infrastructure costs.

Ms. Kauffman expressed that the poll is not the right instrument to inform a go/no go decision. Specifically, the poll does not effectively test the TABOR ballot language and negative messaging, and the sample size is relatively low. She notes that other advocacy groups are considering transit ballot measures for 2026 and that it will be crucial not to compete with other transportation taxes. She added that between now and 2026 there could be a recession and it could affect the numbers. She noted that if Senate Fenberg's joint authority legislation passes there's a benefit in that there will be less time between a ballot ask and train service starting, which benefits going in 2026. She encouraged the Board to make policy decisions and not to wait for the SDP to define the project and ballot question. She expressed the need for FRPRD to define the station locations, how many trains/day and the financial plan. Information beyond that is more detailed than what voters focus on.

Director Nevitt noted that there is a fairly clear picture. Within 5 years, a .2% tax increase can deliver three trains a day between Denver and Fort Collins and within ten years, it can deliver 6 trains a day between Fort Collins and Pueblo. He postulated that for 25 cents on a higher dollar purchase, it might be possible to get to Trinidad sooner. Stations need to be formalized, but the primary markets are identified. He thinks this proposal includes a compelling message to FasTracks voters and that a 2024 win is doable.

Director Mulvey synthesized that there seems to be an assumption that if FRPRD waits, a more optimal plan can be developed, but that's not necessarily true. Director Mulvey affirmed the importance of making decisions based upon current data, not postulations.

Director Levy affirmed that the Board can hold meetings and make policy decisions to define a plan for service. To her, the remaining question is who will fund the campaign. She continued that if Fenberg's bill passes and FRPRD is able to make some progress, FRPR is in a better position against the skeptics.

Ms. Kauffman stated that the Fenberg legislation is intended to show people that FasTracks dollars are being utilized and that the project continues regardless of ballot timing. She concluded that it would be worthwhile to have additional polling showing the pros/cons of 2024 versus 2026. General Manager Karsian responded that station locations and a service plan can be solidified for 2024 and he agreed that a more rigorous poll will be needed. He continued that if FRPRD passes a ballot measure, FRPRD has more authority and possibility to influence planning than it currently does. He noted that a ballot measure is the critical piece to actually operating train service. Ms. Kauffman affirmed the need for Board members to start forming a kitchen cabinet and setting up an external organization to support a campaign.

Directors discussed the chicken and egg scenario regarding the mandate to secure federal funding before going to the ballot, yet ballot funding being the necessary local match to secure federal funds.

Director Peck shared final words that for the 2024, FRPR has two huge champions, the President of the United States and the Governor.

**Immediate Next Steps:**

- Debrief meeting with Governor's office.
- Develop strategy, timeline, and cost for new poll; bring to Board.
- Define high-level steps to develop a political campaign.
- Hold special Government Affairs/Communications Committee meeting to develop a recommendation on a SB 24-184 position for the Board to vote on at the March Board Meeting.

**Adjourn:**

The meeting adjourned at 5:09 p.m.

# FRPR District Workshop

## BOARD OF DIRECTORS WORKSHOP

THURSDAY, MARCH 21 | 1:00 – 5:00 PM | HISTORY COLORADO CENTER, DENVER, CO

Join via Zoom: <https://us06web.zoom.us/j/86441553219>

Join via Phone: (720) 707 2699

Meeting ID: 864 4155 3219

**MEETING PURPOSE:** Determine when and how to move forward with a FRPR District ballot measure by reviewing available information (financial, polling, and technical information), discussing perspectives, and reaching general agreement on next steps.

### — WORKSHOP AGENDA —

TIME	AGENDA ITEM
1:00 – 1:20 pm	<p><b>Welcome &amp; Objectives</b></p> <ul style="list-style-type: none"> <li>● Opening remarks from General Manager</li> <li>● Remarks from the Governor’s Office</li> <li>● Review workshop objectives and outcomes</li> </ul> <p><b>Objective:</b> Establish mutual understanding of goals and desired outcomes for the workshop.</p>
1:20 – 3:00	<p><b>Foundation for Board Decision Making</b></p> <ul style="list-style-type: none"> <li>● Takeaways from 2023 BOD Retreat</li> <li>● Decision-Making Factors: <ul style="list-style-type: none"> <li>○ <b>Funding availability and opportunities</b> <ul style="list-style-type: none"> <li>■ John Putnam (CDOT)</li> </ul> </li> <li>○ <b>SDP status</b> <ul style="list-style-type: none"> <li>■ John Putnam (CDOT)</li> </ul> </li> <li>○ <b>Financial model analysis</b> and preliminary results <ul style="list-style-type: none"> <li>■ Adam Christian and Tom Rousakis (Ernst &amp; Young)</li> </ul> </li> <li>○ <b>Opinion polling</b> preliminary results <ul style="list-style-type: none"> <li>■ Todd Vitale (WPA Intelligence)</li> <li>■ Sean Walsh (Sean Walsh Consulting)</li> <li>■ Tamra Ward (Taloma Partners)</li> </ul> </li> <li>○ Other decision-making factors</li> </ul> </li> </ul> <p><b>Objective:</b> Identify and review information currently available to the BOD that can enable informed decision making.</p>
3:00	<b>BREAK</b>



<p>3:15 – 4:30</p>	<p><b>Discussion: Board Direction</b></p> <ul style="list-style-type: none"> <li>• What does this information mean in determining when and how to proceed with a FRPR District ballot initiative, i.e. ballot approach and timing?</li> <li>• Review of Timeline</li> </ul> <p><b>Objective:</b> Agree on the preferred approach and timing of a FRPR District ballot measure, including next steps.</p>
<p>4:30 – 5:00</p>	<p><b>Next Steps &amp; Wrap up</b></p> <ul style="list-style-type: none"> <li>• Strategic Next Steps</li> <li>• BOD Responsibilities</li> </ul> <p><b>Objective:</b> Agree on strategic next steps for the BOD and staff based on direction provided.</p>

## FRPR District Workshop

### BOARD OF DIRECTORS WORKSHOP — BALLOT DECISION FACTORS

THURSDAY, MARCH 21 | 1:00 – 5:00 PM | HISTORY COLORADO CENTER, DENVER, CO

The following table outlines the information that, during the 2023 Board of Directors Retreat, was determined by Directors to be relevant to their determination of ballot measure approach and timing. Discussions at the retreat acknowledged that all desired information and data may not become available before the Board is tasked with deciding when and how to pursue a ballot initiative according to the timeline discussed (i.e., March/April 2024).

FACTOR	TOPIC	DETAILS	INFO SOURCE
Base Service Scenario	Base Scenario	6 roundtrips Pueblo to Fort Collins is base scenario.	Financial Modeling assumptions developed by Core Group
	Phasing Options	Project will likely be implemented in phases. Current conversation is first phase as Denver to Fort Collins. FRA has not yet approved this approach.	Not officially determined. Governor’s joint powers white paper and Fenberg’s legislation influencing.
Updated Opinion Polling	Voter Sentiment Toward Specific Service Outcome	Initial poll suggests slight public preference for more robust service.  Follow-up polling recommended to get refined public insight.	District Public Opinion Polling
	Voter Sentiment Toward General Vision	Spring ‘24 polling shows strong public support.	District Public Opinion Polling
General Costs <sup>1</sup>	O&M Costs	\$74M	Financial Model ( <i>Ernst &amp; Young</i> ) Primary data source: SDP
	Cost of Potential Operators	Do not have cost comparisons for different operators.	
	CapEx Costs	\$3.7B	Financial Model ( <i>Ernst &amp; Young</i> ). Primary data source: Nov ‘24 HDR Memo

<sup>1</sup> Data shown reflects best estimates to date, but should not be considered final.

<p>Funding Awards</p>	<p>Federal Funding Availability</p>	<p>RAISE:</p> <ul style="list-style-type: none"> <li>Applied for '24 RAISE Grant to support station planning in Trinidad, Pueblo, and Colorado Springs.</li> </ul> <p>CRISI:</p> <ul style="list-style-type: none"> <li>Available for one-time capital construction like Positive Train Control.</li> <li>Just under \$200M appropriated for FY '24, on top of \$1B advance appros.</li> <li>State possibly applying for CRISI Grant for Positive Train Control for Front Range subdivision.</li> </ul> <p>RCE:</p> <ul style="list-style-type: none"> <li>Relatively small grant program to eliminate rail/road at-grade crossings.</li> <li>At least \$600M available for FY '24.</li> <li>District intends to submit for Railroad Crossing Elimination (RCE) Grant.</li> </ul> <p>FSP:</p> <ul style="list-style-type: none"> <li>FSP is the key funding source for building the bulk of capital construction.</li> <li>\$75M appropriated for FY '24, on top of \$7.2B advance appros. Anecdotally, some awarded projects are anticipated to receive funding over multiple years. As such, potentially, just \$2.5B left in total program through FY '26.</li> <li>Project must get through NEPA before being eligible for significant capital grants through Federal-State Partnership (FSP).</li> </ul>	<ul style="list-style-type: none"> <li><a href="#">CY 2024 FRA Discretionary Grant Calendar</a></li> <li><a href="#">General Manager Memo (March 13, 2024)</a></li> <li><a href="#">FY '24 Appropriations Bill</a></li> <li><a href="#">FY '24 Appropriations Chart</a></li> </ul>
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	<p>State/Local Funding Availability</p>	<ul style="list-style-type: none"> <li>Local = Taxpayer revenue from ballot measure</li> <li>State = Fee revenue from Fenberg legislation, IJA matching funds from SB 23-283</li> </ul>	
	<p>10% Local Match</p>	<p>Sources: IJA matching funds in DOLA, District budget, local government contribution, or RTD upon RTD Board approval.</p>	
	<p>Funding Likelihood</p>	<p>The likelihood of federal dollars being awarded prior to '24 ballot measure is limited as applications precede November election and most are awarded post-election.</p> <p>State funding could come via legislative discussions and bills during '24 session.</p>	
<p>Defined Benefits</p>	<p>Social, Economic, Financial, &amp; Environmental Benefits</p>	<p>In Development</p>	<p>This has not yet been quantified through the Service Development Plan. Likewise, until SDP is completed, more rigorous IMPLAN modeling cannot be completed.</p> <p>District is onboarding communications consultants in April '24 to develop more qualitative messaging. This will largely be rooted in reviewing materials developed by advocacy groups, rail operators, and existing intercity passenger rail corridors.</p>

	Benefits to Marginalized Communities	In Development	<p>This has not yet been quantified through the Service Development Plan. Likewise, until SDP is completed, more rigorous IMPLAN modeling cannot be completed.</p> <p>District is onboarding communications consultants in April '24 to develop more qualitative messaging. This will largely be rooted in reviewing materials developed by advocacy groups, rail operators, and existing intercity passenger rail corridors.</p>
	Alignment with State Goals	Rail is priority for Administration.	<a href="#">Roadmap to Colorado's Future: 2026 (Governor's Office)</a>
Transportation Interconnectivity	Level of Focus	In Development	Continuing to discuss first and mile connections and the importance of transit connectivity.
Broad Vision	Key Points/Messages	<p>Board developed consensus around 5 Guiding Principles at October 2023 workshop:</p> <ul style="list-style-type: none"> <li>• Foster Leadership &amp; Good Governance</li> <li>• Lead Transparent &amp; Inclusive Public Engagement</li> <li>• Demonstrate Financial Stewardship</li> <li>• Pursue Practical Solutions &amp; Implementation Steps</li> <li>• Support Equitable Outcomes</li> </ul> <p>To date, the Board has not developed a mission/vision statement for organization or the service.</p> <p>SDP team developed Purpose &amp; Need statement for the project.</p>	<p><a href="#">October 27, 2023 Workshop Summary</a></p> <p><a href="#">FRPR SDP Purpose and Need</a></p>

Fair Campaign Practices	Restrictions on Directors' Advocacy	Directors are able to advocate until the Board passes a resolution approving ballot language. Thereafter, the Board can educate, but not advocate.	<a href="#">Fair Campaigns Practices Act Memo</a>
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WORKING DRAFT - SUBJECT TO CHANGE  
RELIANCE RESTRICTED

# Preliminary Financial Analysis

FRPRD Board Meeting

March 21, 2024



**FRPR**

# Agenda

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1. Introduction
2. Model Overview
3. Risk Considerations
4. Approach to Contingency
5. Key “Base Case” Assumptions
6. Sales and Use Tax Receipts
7. Planning-Level Capital Costs
8. Planning-Level Operating Costs & Revenues
9. Model Outputs
10. Sensitivities

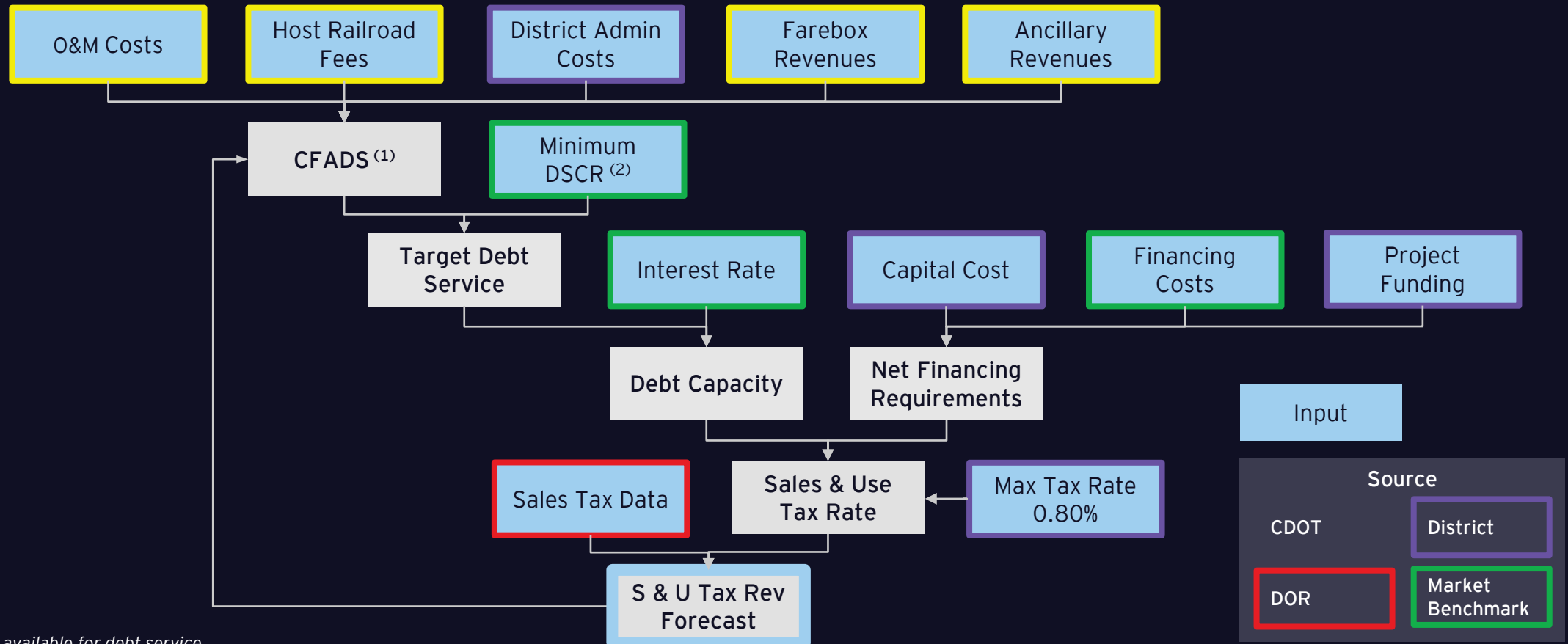


# 1. Introduction

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## 2. Model Overview

This diagram provides a general overview of the model logic used to solve for the minimum sales and use tax rate, as well as key model inputs, outputs, and circularities. Each input is also color-coded to indicate the source of the value or assumption used in the model.



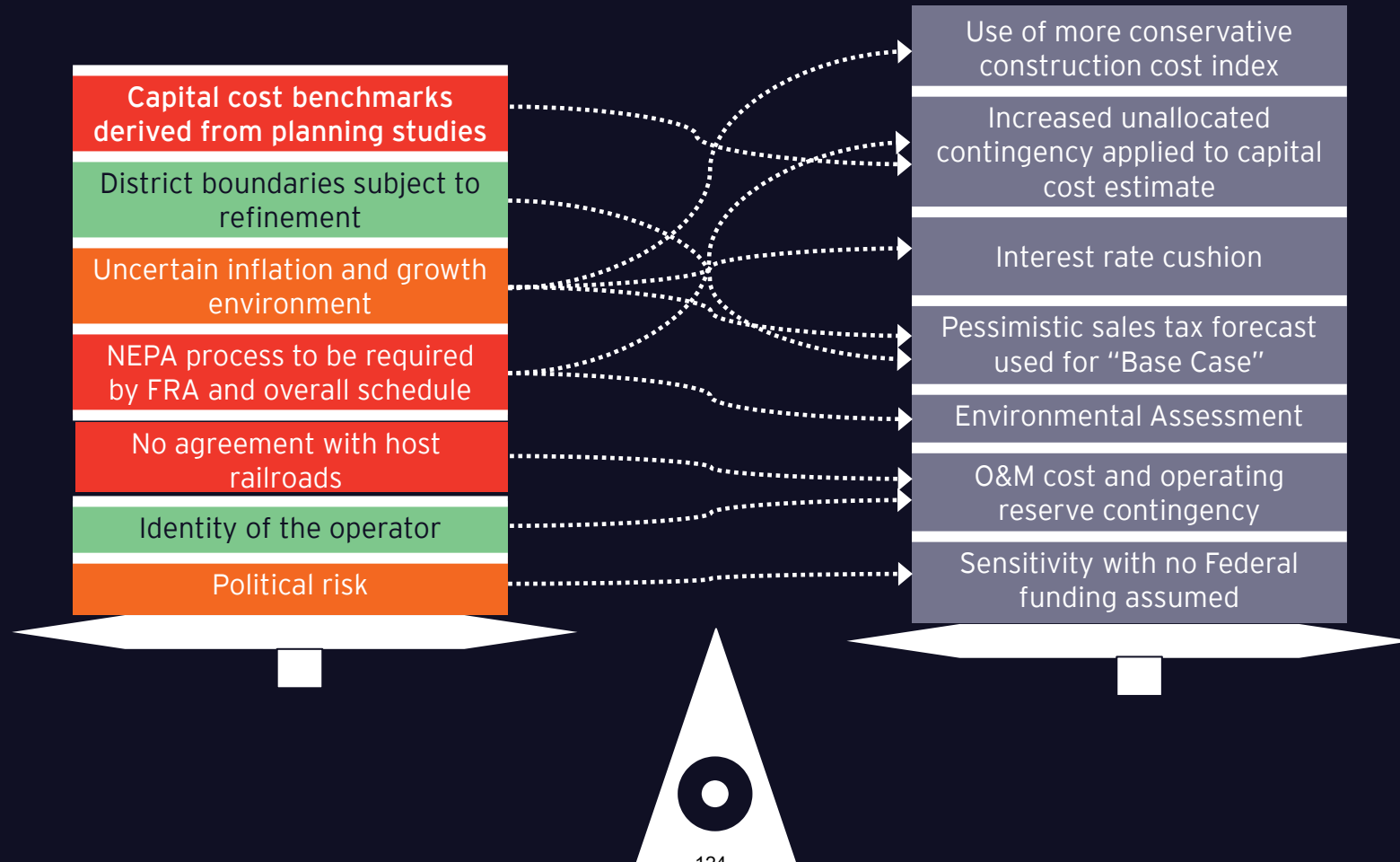
(1) Cash flow available for debt service

(2) Debt service coverage ratio

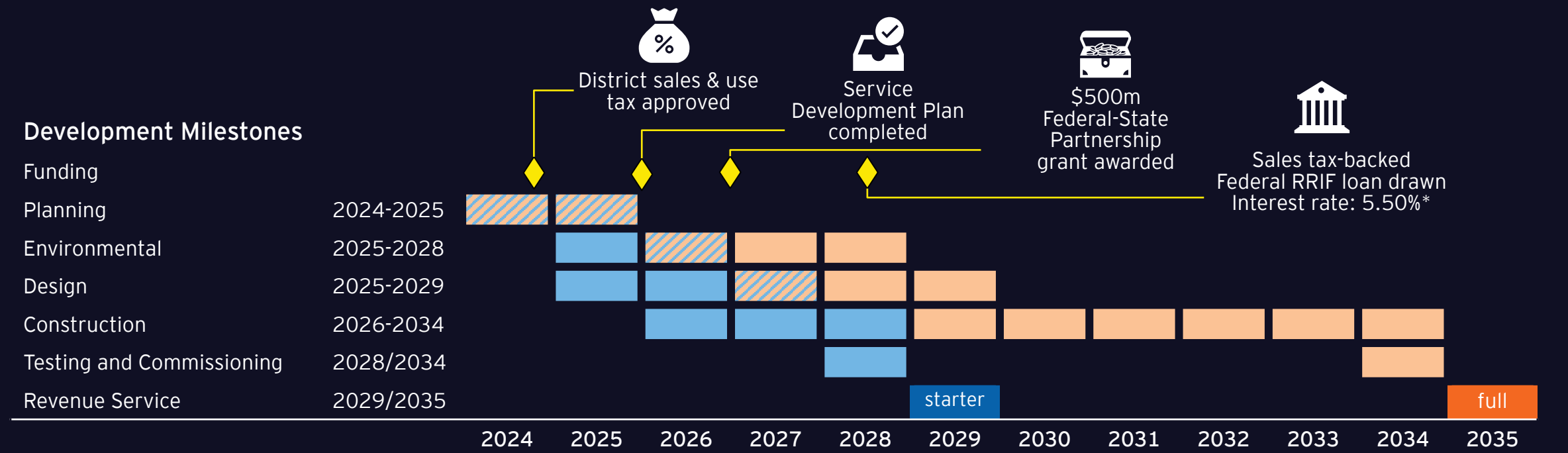
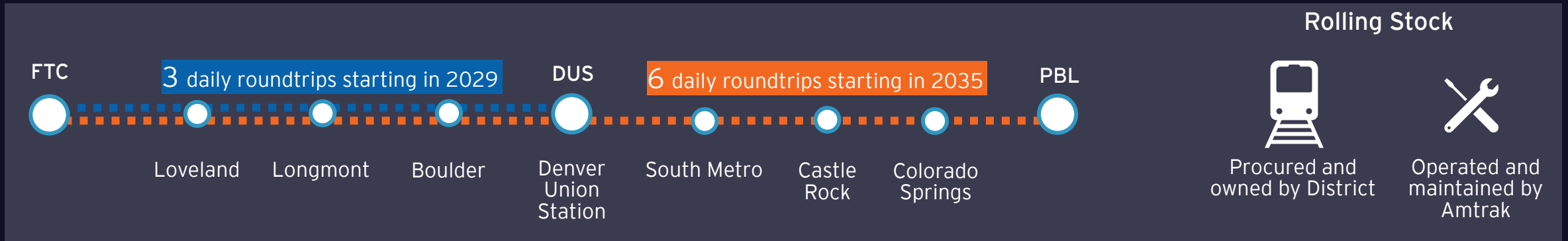
# 3. Risk Considerations

Risks or "Known Unknowns"	Description	Potential Cost Impact
Capital cost benchmarks derived from planning studies	▶ Cost estimate uses a benchmarking approach based on unconstructed precedent projects rather than corridor-specific design and engineering efforts.	High
District boundaries subject to refinement	▶ Adjustments to the District boundaries currently underway could reduce the accuracy of the sales tax estimates used in this analysis.	Low
Uncertain inflation and growth environment	▶ The long-term inflation outlook remains uncertain. Similarly, sales tax growth is highly correlated with economic conditions, and can be a volatile revenue source.	Medium
Type of NEPA document to be required by FRA and overall development schedule	▶ FRA has not yet decided whether the full project will require a Categorical Exclusion (typical duration: < 6 mos), Environmental Assessment (12-18 mos), full Environmental Impact Statement (2+ years), or some combination thereof. This decision may have significant cost and schedule ramifications.	High
No agreement with host railroads	▶ Host railroad fees and infrastructure improvements required by the freights in exchange for service slots may be higher than assumed.	High
Identity of the operator	▶ The host railroads may charge different host fees depending on the operator selected by the District.	Low
Political risk	▶ The outcome of the November 2024 elections may impact how much future Federal funding is ultimately available for FRPR and intercity passenger rail funding more generally.	Medium

# 4. Approach to Contingency



# 5. Key "Base Case" Assumptions

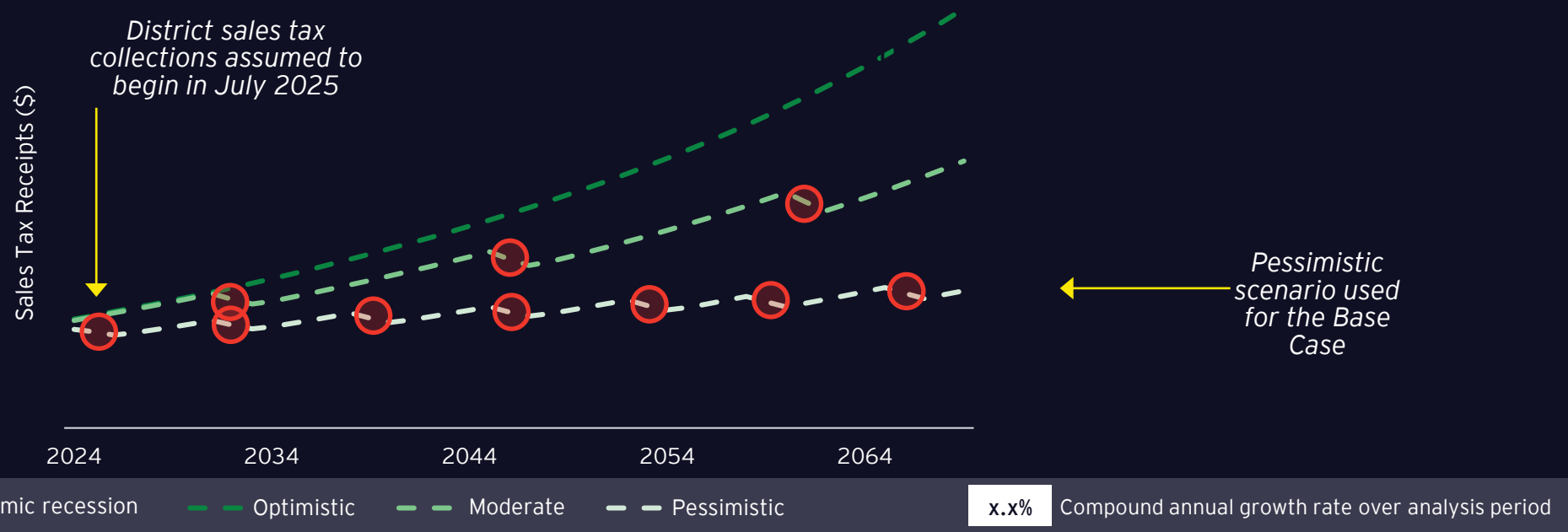


\* Current 30-year treasury + cushion to reflect possible interest rate movements and credit risk premium

# 6. Sales and Use Tax Receipts

A range of potential receipts generated by a sales and use tax within the District was estimated using CO Department of Revenue data. The three scenarios shown below reflect **TABOR-constrained** sales tax growth and a range of optimistic, moderate and pessimistic assumptions regarding future economic conditions, the key variable being the frequency and severity of future recessions.

- ▶ The **pessimistic scenario** is informed by RTD sales tax performance during the early implementation phases of the FasTracks program, and has been incorporated into the “Base Case” assumptions.
- ▶ For reference purposes, a hypothetical District-wide one-tenth cent sales tax (0.10%) would have generated **\$125 million** in FY 2023.
- ▶ This analysis is based on a preliminary mapping of District boundaries and is subject to further refinement.

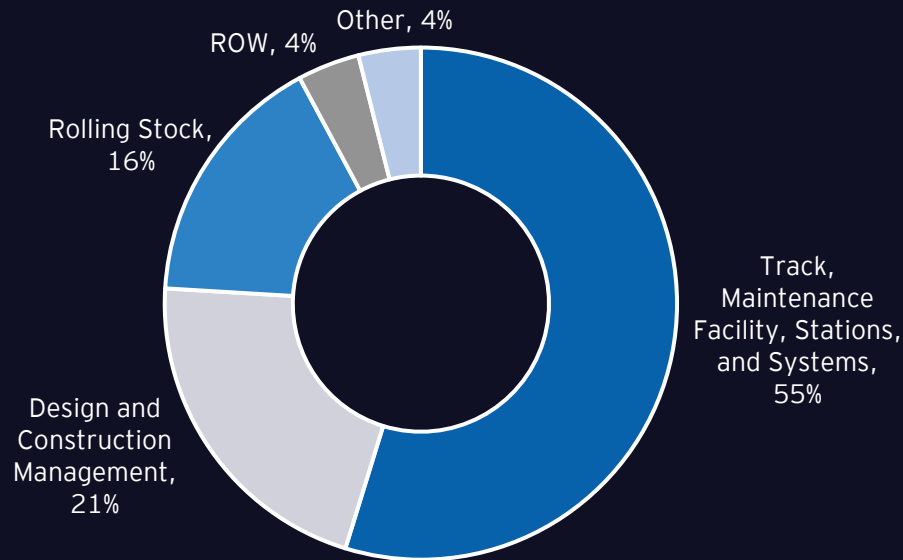


# 7. Planning-Level Capital Costs

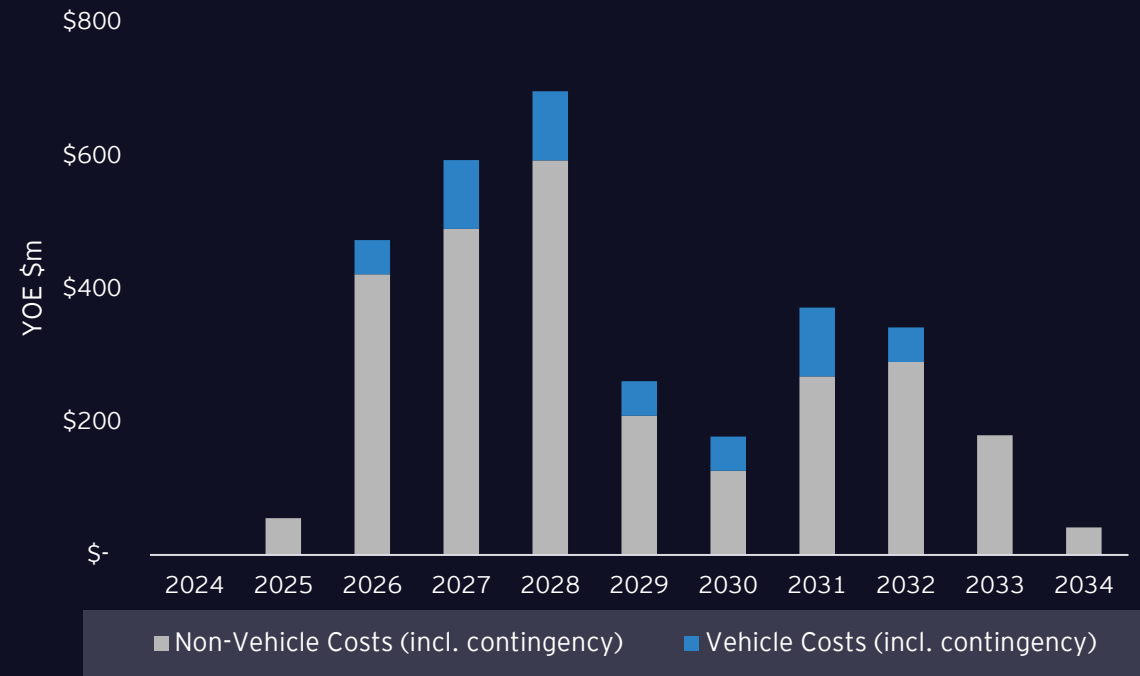
The total capital cost of the Project is estimated to be approximately \$3.2 billion. Fixed facilities - including track, signals and communication, stations, and the vehicle maintenance and storage facility - comprise the largest share of total capital costs (55%), followed by design, construction management and oversight activities (21%), and then rolling stock (16%).

An illustrative estimate of annual project costs is shown in the chart on the right. 2028 represents the peak expenditure year, as Design and Construction activities on the northern segment of the corridor (FTC-DUS) near substantial completion, vehicles are delivered for testing & commissioning, and design work commences on the southern segment (PBL-DUS).

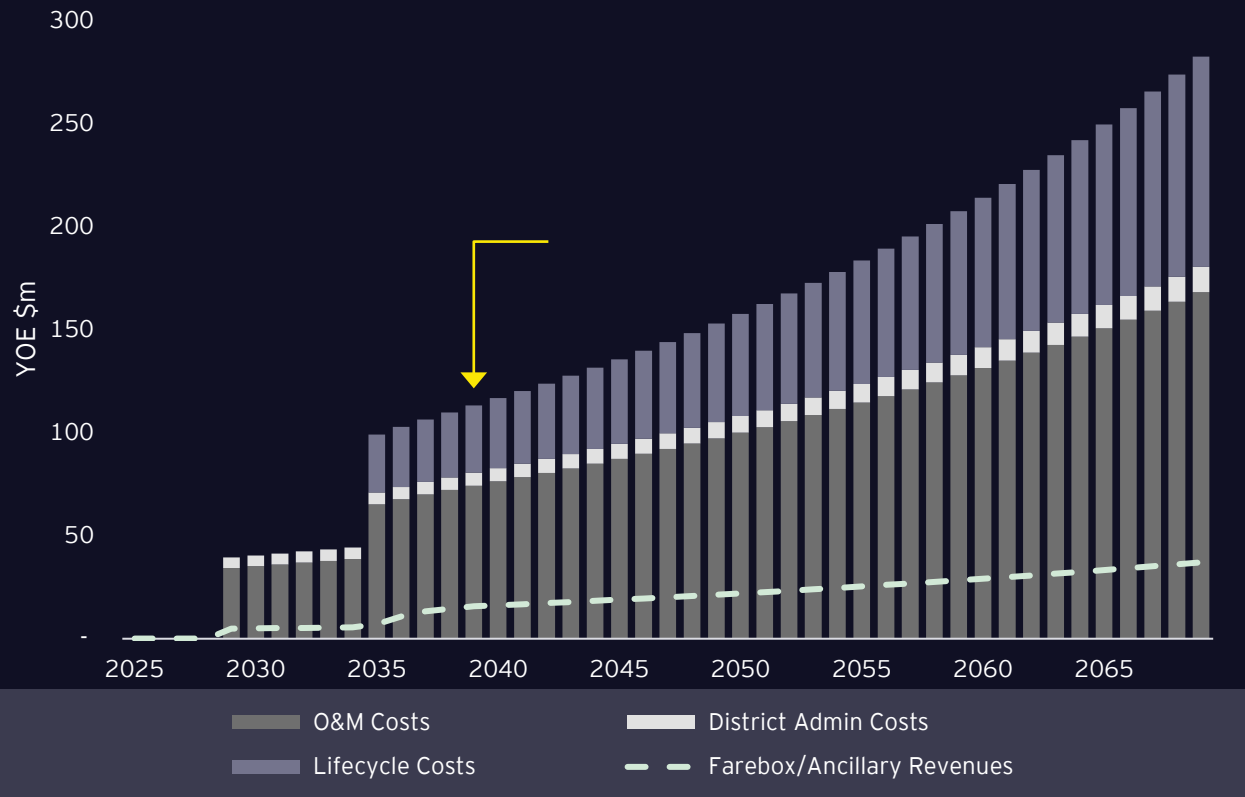
Capital Costs by Component <sup>(1,2)</sup>



Vehicle and Non-Vehicle Costs by Year <sup>(3)</sup>



# 8. Planning-Level Operating Costs & Revenues



Estimated Operating Sources and Uses  
(\$m) First Stabilized Year of Full Service, 2039

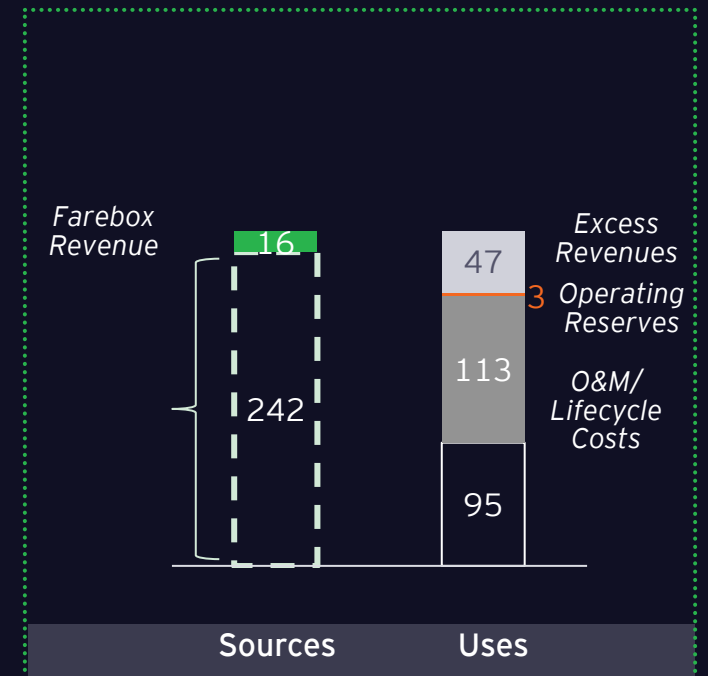
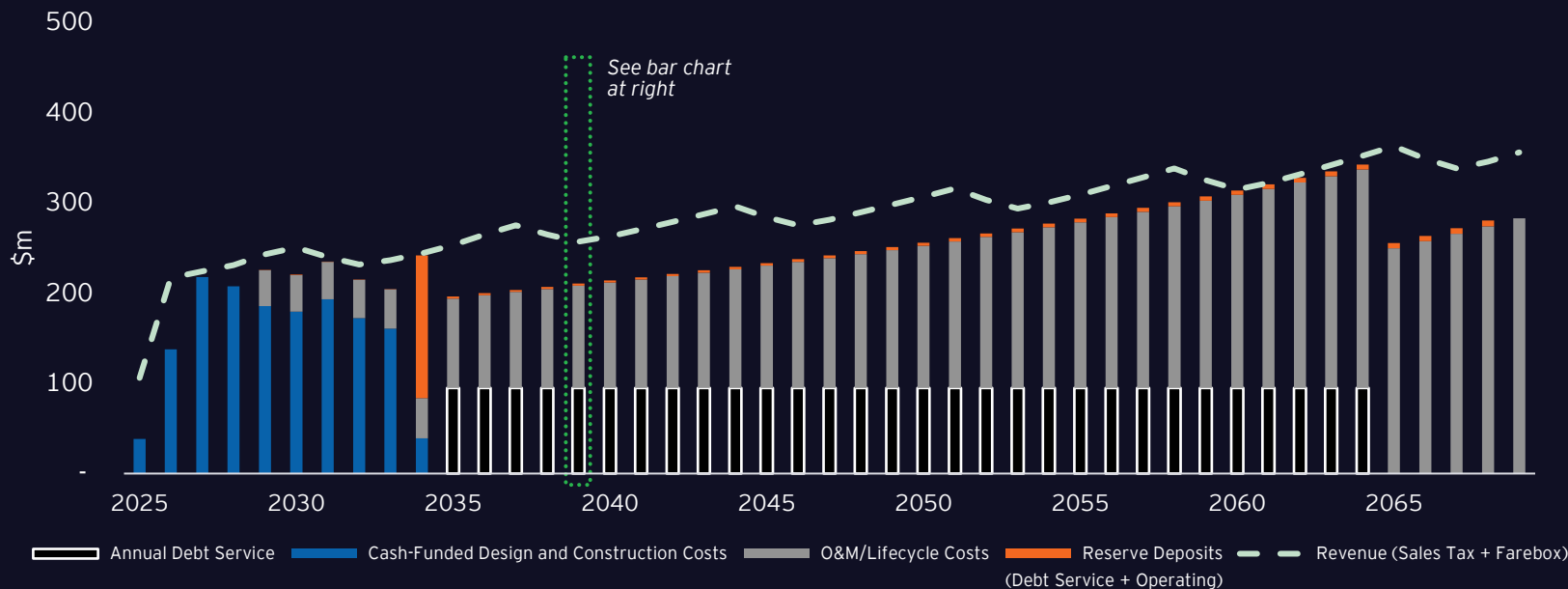
O&M Costs <sup>(1)</sup>	(74)
Lifecycle Reserve Deposit <sup>(2)</sup>	(33)
District Administrative Costs <sup>(3)</sup>	(6)
<b>Annual Uses</b>	<b>(\$113)</b>
Farebox/Ancillary Revenues	16
<b>Annual Sources</b>	<b>\$16</b>
<b>Annual Operating Assistance Required<sup>(4)</sup></b>	<b>(\$97)</b>



# 9. Model Outputs

- ▶ The total annual sales tax revenue needed to deliver FRPR and support ongoing operations is estimated (based on Colorado Department of Revenue projections) to be approximately \$217 million (in 2026, the first full fiscal year of collection), which equates to an **implied sales and use tax rate of 0.19%**.
- ▶ Sales tax receipts are estimated to be sufficient to fund some of the D&C costs on a pay-go basis. A RRIF loan in the amount of \$1.1 billion is assumed to finance the remaining costs.
- ▶ At this sales tax rate, there may be excess future sales tax revenue available in a given year that could potentially be used for a variety of purposes, including to:
  - ▶ Pay down RRIF loan principal faster
  - ▶ Fund increases in future levels of service (to more than 6 daily roundtrips) or other system enhancements

Use of Sales Tax Receipts During Construction & Operations



# 10. Sensitivities

	Sensitivity	Variable(s) Tested	Implied Tax Rate
Tested	Capital Costs	+25% applied to base with 35% unallocated contingency	0.22% ↑
	Minimum Partnership	Federal Funding Contribution \$500m → \$0m	0.22% ↑
	O&M Costs	+20% of base	0.21% ↑
	BASE CASE		0.19%
Additional	Maximum Partnership	RTD Contribution \$0m → \$100m CTIO Funding Support \$0m → \$20m / year	0.17% ↓
	De-brucing	TABOR-constrained sales tax growth → unconstrained	↓
	Sales Tax Forecast Assumption	Pessimistic → Moderate	↓

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Front Range Passenger Rail District,  
Colorado  
Benchmark Survey

*n=490 Likely Voters*

*MoE= ±4.4%*

*March 12-14, 2024*

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Innovative Data  
Superior Results*

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## Political Landscape

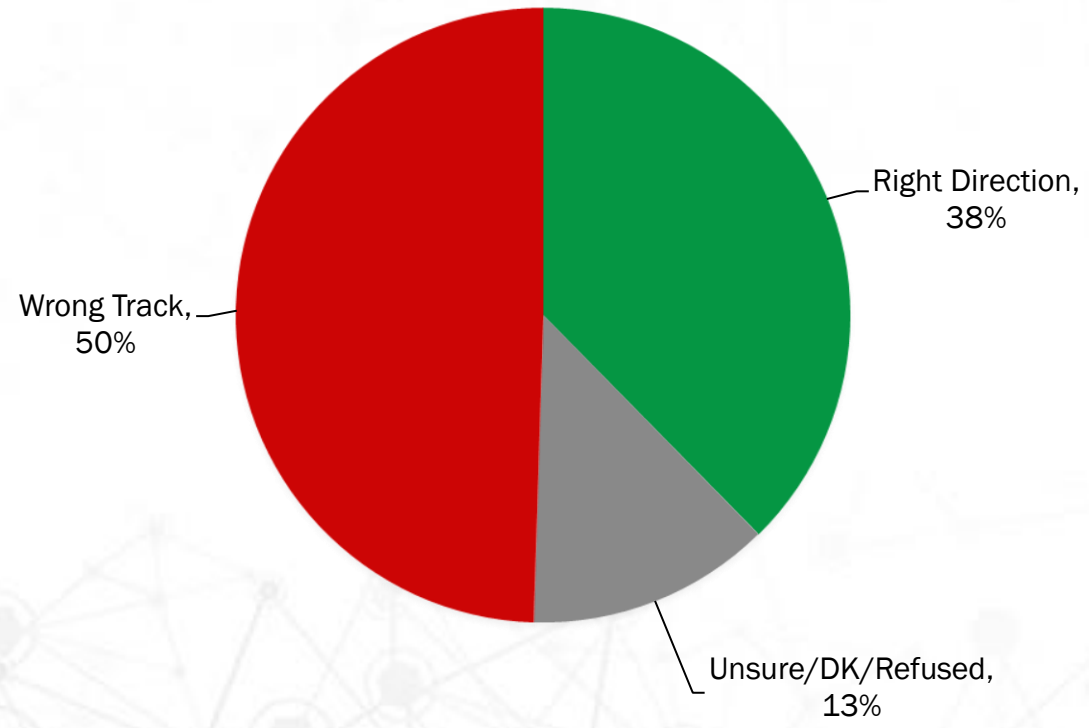
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Half of all voters (50%) believe Colorado is on the wrong track, including 88% of Republicans and 44% of Independents.

3. Thinking about the direction Colorado is headed today, do you believe things are going in the right direction or would you say things have gotten off on the wrong track?



	Size	Right Direction	Wrong Track	Unsure/DK/Refused
Total	100%	38%	50%	13%
Republican	26%	9%	88%	4%
Independent/NPP	41%	40%	44%	16%
Democrat	33%	58%	26%	16%
Men 18-54	31%	37%	53%	10%
Men 55+	17%	37%	57%	6%
Women 18-54	30%	39%	43%	18%
Women 55+	20%	40%	45%	15%
<College Men	26%	24%	69%	8%
College+ Men	23%	51%	41%	9%
<College Women	26%	31%	52%	18%
College+ Women	25%	48%	36%	16%
<College <\$75K	26%	28%	59%	13%
<College \$75K+	22%	28%	62%	11%
College+ <\$75K	12%	48%	35%	18%
College+ \$75K+	33%	50%	39%	11%
0-1 of 4	24%	34%	50%	16%
2 of 4	14%	35%	52%	13%
3 of 4	12%	34%	45%	21%
4 of 4	50%	41%	50%	9%
North Region	19%	48%	36%	16%
Central Region	62%	38%	50%	12%
South Region	15%	29%	59%	12%

Among those who believe Colorado is headed in the right direction, many are pleased with Colorado's economy and infrastructure improvements.

3. Thinking about the direction Colorado is headed today, do you believe things are going in the right direction or would you say things have gotten off on the wrong track?

**Right Direction(n=202)**

- Good leadership: Governor Polis and state legislators are viewed positively for their policies and decision-making.
- Progressive policies: Colorado is seen as a progressive state, with advancements in marijuana legalization, abortion rights, and LGBTQ+ protections.
- Strong economy: Colorado's economy is thriving, with low unemployment rates and steady job growth.
- Infrastructure improvements: Investments in public infrastructure, such as transportation and water quality, are noted as positive developments.
- Social programs: The state is praised for its support of education, social services, and initiatives like paid paternity leave.
- Environmental initiatives: Colorado is commended for its efforts in renewable energy, sustainability, and addressing environmental concerns.
- Protection of rights: Emphasis is placed on protecting women's rights, reproductive rights, and civil liberties.
- Collaborative leadership: Leaders are acknowledged for working across party lines and considering diverse perspectives.



Among those who believe Colorado is on the wrong track, mentions were made of the state’s rising crime and homelessness levels.

3. Thinking about the direction Colorado is headed today, do you believe things are going in the right direction or would you say things have gotten off on the wrong track?

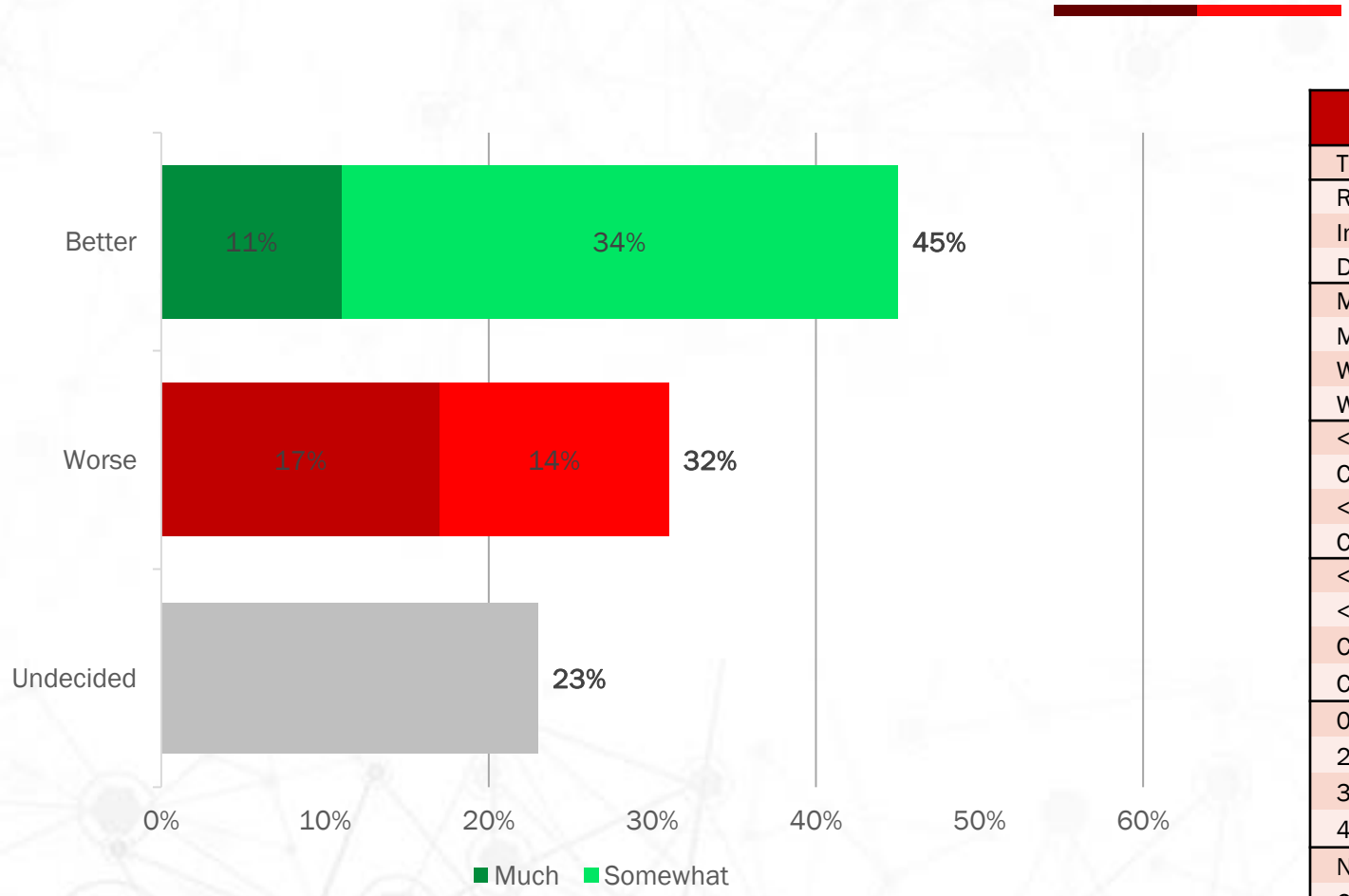
**Wrong Track (n=245)**

- Rising crime rates and insufficient response to violence and theft.
- Inadequate representation for ethnic minorities in the state.
- Concerns regarding abortion laws and policies.
- Disagreement with the cost of living and resource allocation.
- Presence of homelessness and proliferation of camps.
- Challenges posed by inflation, housing expenses, and high taxation.
- Impact of immigration on infrastructure and overcrowding.
- Insufficient efforts to address climate change and job displacement concerns.
- Congestion on highways and traffic-related issues.
- Perception of the state shifting towards a more liberal stance, diverging from traditional values.



Nearly half (45%) of all voters expect the national and state economy to be better off in 2 years, including 57% of Democrats.

5A. Do you expect the national and state economy to be better or worse off financially in 2 years?

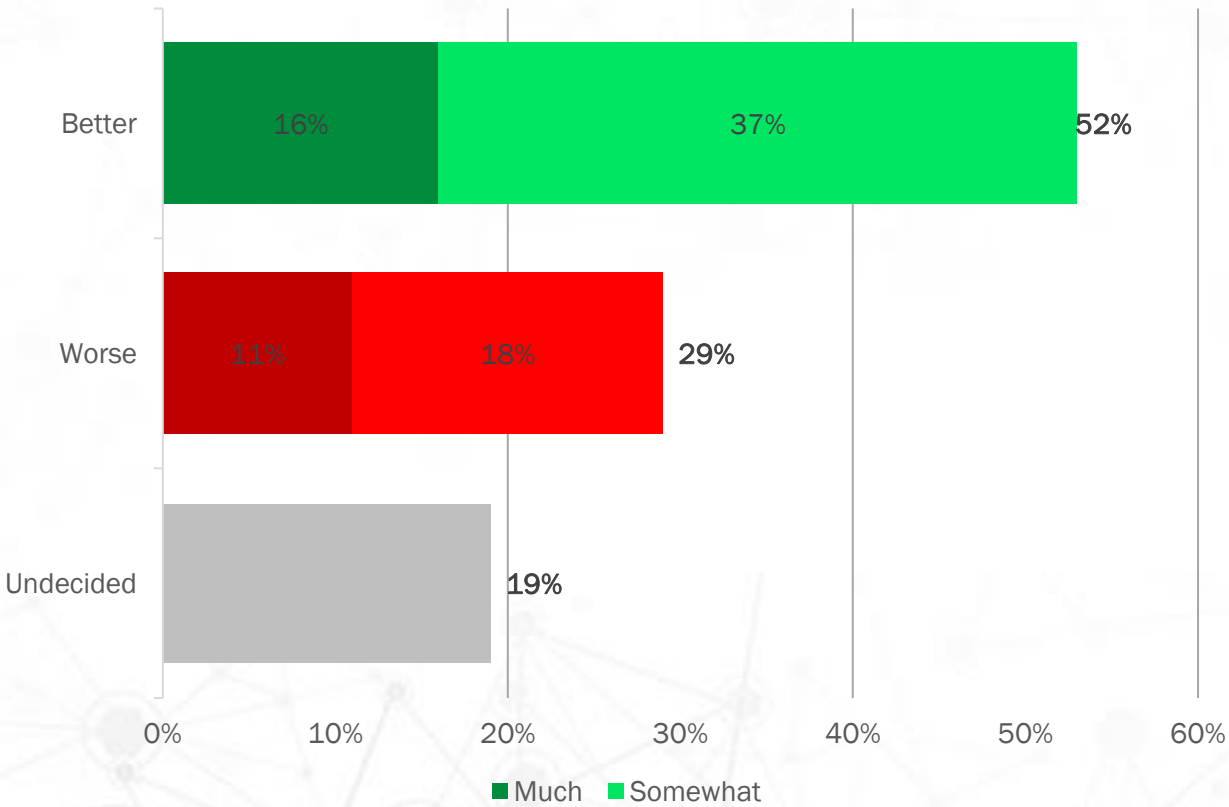


	Size	Better	Worse	Undecided
Total	100%	45%	32%	24%
Republican	26%	26%	34%	41%
Independent/NPP	41%	45%	37%	19%
Democrat	33%	57%	25%	18%
Men 18-54	31%	42%	35%	23%
Men 55+	17%	53%	20%	27%
Women 18-54	30%	35%	41%	24%
Women 55+	20%	59%	23%	18%
<College Men	26%	36%	36%	28%
College+ Men	23%	59%	22%	20%
<College Women	26%	34%	43%	23%
College+ Women	25%	53%	26%	21%
<College <\$75K	26%	33%	42%	25%
<College \$75K+	22%	35%	36%	29%
College+ <\$75K	12%	58%	24%	18%
College+ \$75K+	33%	56%	21%	23%
0-1 of 4	24%	34%	48%	18%
2 of 4	14%	28%	37%	35%
3 of 4	12%	35%	42%	24%
4 of 4	50%	56%	21%	23%
North Region	19%	47%	35%	18%
Central Region	62%	44%	33%	23%
South Region	15%	41%	27%	32%



A majority of voters (53%) expected their family to be better off in 2 years, including 71% of Democrats and 53% of Independents.

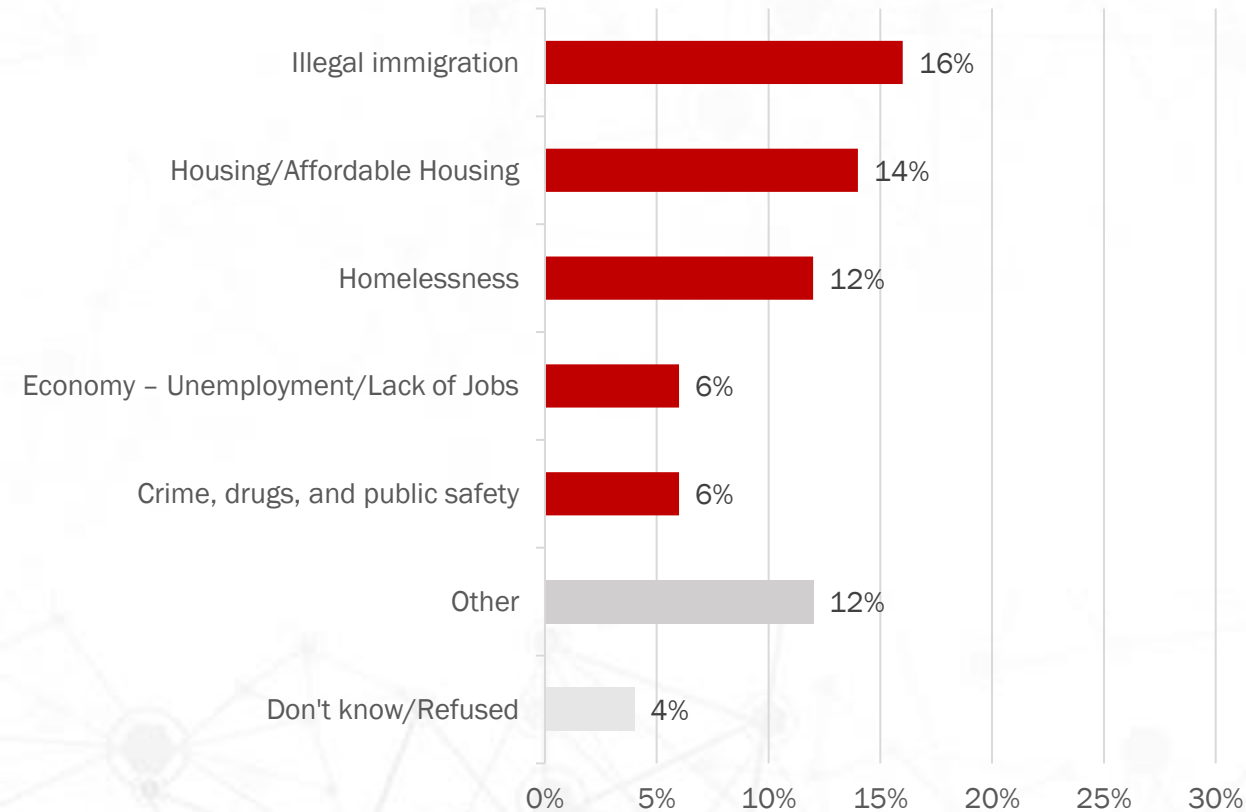
5B. Do you expect your family to be better or worse off financially in 2 years?



	Size	Better	Worse	Undecided
Total	100%	52%	29%	19%
Republican	26%	31%	51%	18%
Independent/NPP	41%	53%	28%	19%
Democrat	33%	71%	9%	20%
Men 18-54	31%	55%	33%	13%
Men 55+	17%	32%	38%	30%
Women 18-54	30%	59%	21%	20%
Women 55+	20%	53%	27%	20%
<College Men	26%	35%	40%	25%
College+ Men	23%	60%	30%	11%
<College Women	26%	53%	29%	18%
College+ Women	25%	62%	17%	21%
<College <\$75K	26%	55%	27%	18%
<College \$75K+	22%	36%	40%	24%
College+ <\$75K	12%	44%	29%	27%
College+ \$75K+	33%	67%	21%	13%
0-1 of 4	24%	54%	32%	14%
2 of 4	14%	48%	26%	27%
3 of 4	12%	63%	37%	0%
4 of 4	50%	50%	26%	24%
North Region	19%	45%	27%	28%
Central Region	62%	54%	27%	20%
South Region	15%	50%	40%	10%

Illegal Immigration (16%), Housing costs (14%), and Homelessness (12%) are the most important issues to Colorado voters.

6. And what would you say is the most important issue facing Colorado right now that you would like to see state and regional leaders address?



	Size	Illegal Immigration	Housing	Homelessness
Total	100%	16%	14%	12%
Republican	26%	31%	6%	5%
Independent/NPP	41%	16%	16%	12%
Democrat	33%	6%	17%	17%
Men 18-54	31%	16%	19%	10%
Men 55+	17%	25%	4%	8%
Women 18-54	30%	8%	18%	13%
Women 55+	20%	18%	9%	15%
<College Men	26%	26%	10%	8%
College+ Men	23%	13%	17%	12%
<College Women	26%	15%	15%	14%
College+ Women	25%	11%	13%	14%
<College <\$75K	26%	14%	11%	16%
<College \$75K+	22%	24%	15%	6%
College+ <\$75K	12%	3%	30%	8%
College+ \$75K+	33%	13%	11%	15%
0-1 of 4	24%	14%	20%	13%
2 of 4	14%	13%	14%	13%
3 of 4	12%	15%	15%	12%
4 of 4	50%	19%	10%	11%
North Region	19%	15%	17%	9%
Central Region	62%	18%	13%	13%
South Region	15%	12%	15%	8%

Among those who gave their own response, inflation and costs of living were frequently mentioned as important issues that should be addressed.

6. And what would you say is the most important issue facing Colorado right now that you would like to see state and regional leaders address?

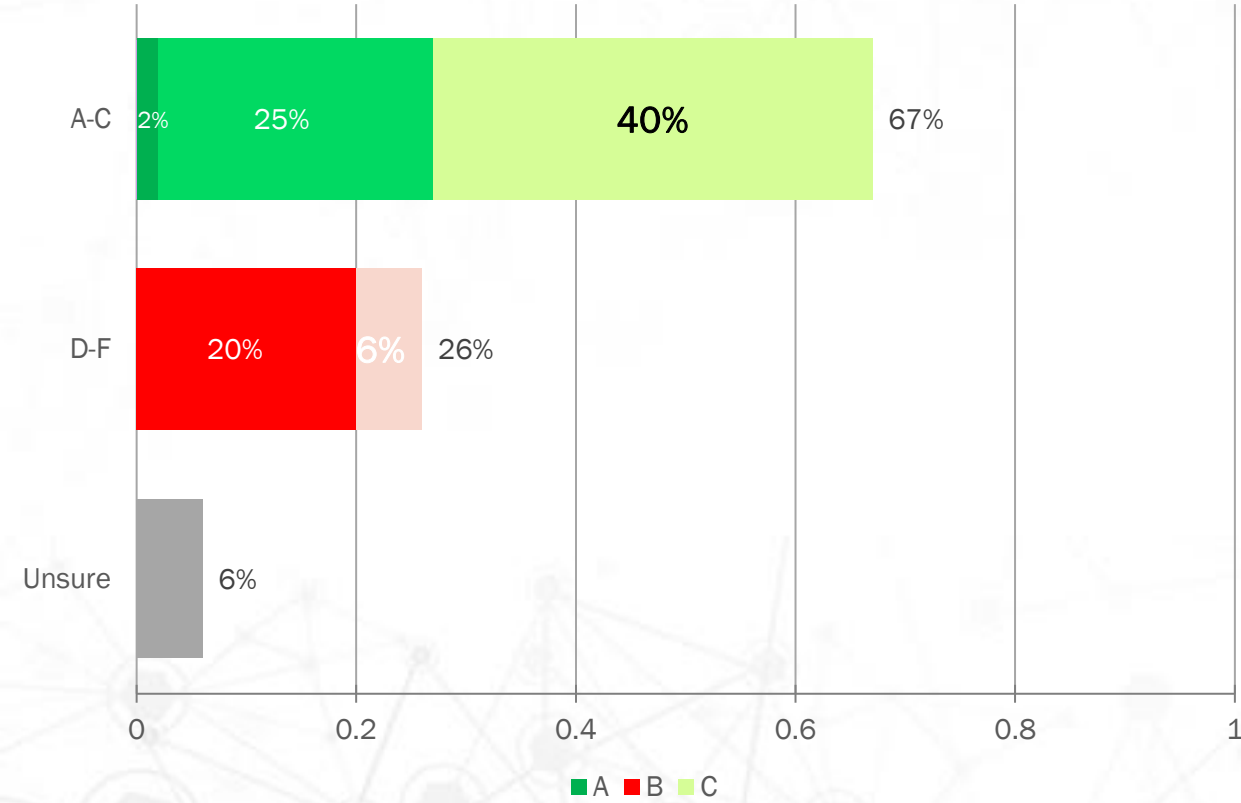
**OTHER (n=69)**

- Inflation, government representation, and ethical concerns.
- Cost of living, including housing and food.
- Women's rights, including reproductive rights.
- Environmental issues, such as air and water quality and climate change.
- Public safety concerns, including gun control and crime prevention.



With a 40% plurality of voters who give CO infrastructure a grade “C”, there is room for improvement, although 67% of voters gave the Colorado transportation infrastructure a grade of A, B, or C, only 2% of voters graded it an A, and with 20% with a D

7. Students are often given the grades of A, B, C, D or Fail to rate the quality of their work at school. Suppose the Colorado transportation infrastructure was graded the same way, what grade would you give the Colorado transportation infrastructure?



		A through C	D through F	Unsure
Total	100%	67%	27%	7%
Republican	26%	56%	36%	8%
Independent/NPP	41%	68%	26%	6%
Democrat	33%	74%	19%	7%
Men 18-54	31%	63%	31%	6%
Men 55+	17%	64%	35%	2%
Women 18-54	30%	72%	20%	8%
Women 55+	20%	66%	23%	12%
<College Men	26%	60%	34%	6%
College+ Men	23%	68%	29%	3%
<College Women	26%	67%	23%	11%
College+ Women	25%	72%	20%	8%
<College <\$75K	26%	64%	28%	8%
<College \$75K+	22%	63%	29%	8%
College+ <\$75K	12%	72%	19%	9%
College+ \$75K+	33%	69%	27%	4%
0-1 of 4	24%	65%	28%	7%
2 of 4	14%	68%	22%	11%
3 of 4	12%	59%	30%	11%
4 of 4	50%	69%	26%	4%
North Region	19%	64%	27%	8%
Central Region	62%	69%	24%	7%
South Region	15%	59%	36%	5%

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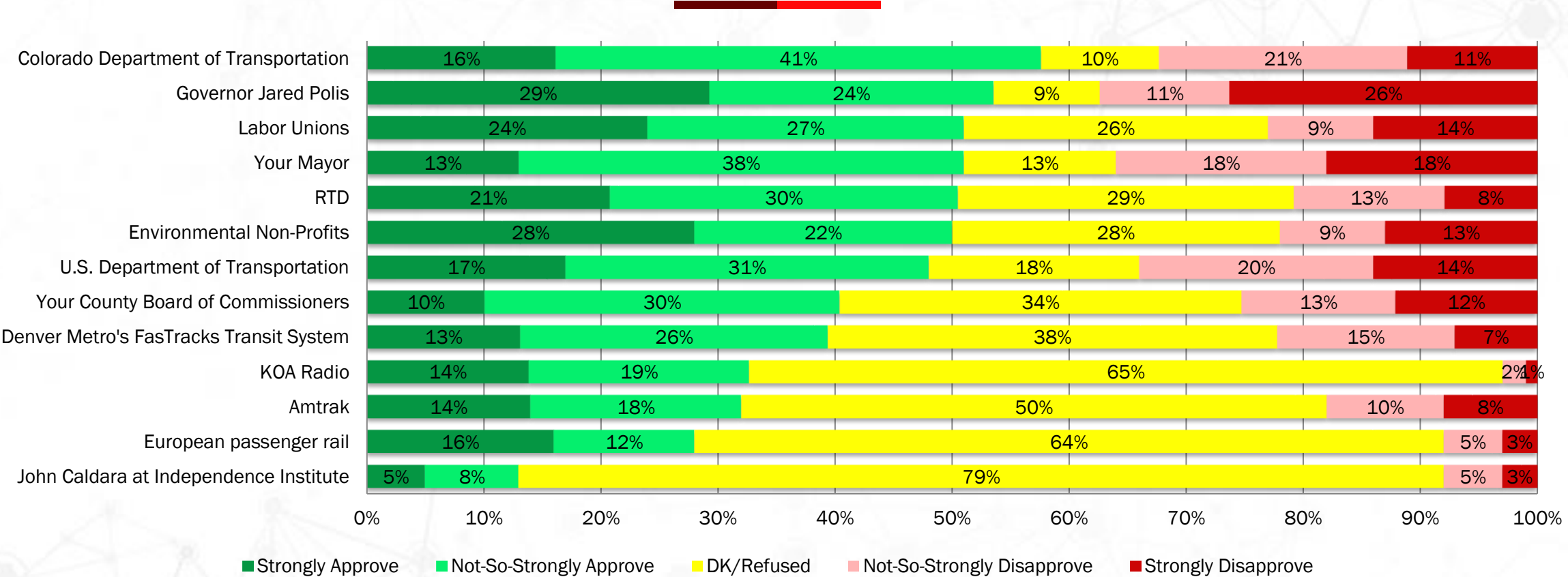
# **FRPR**

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## Job Performance Ratings

# Govt leaders and Transportation orgs receive solid ratings in this District.

## 8-15B Job Approval



	CDOT	Gov. Polis	Labor Unions	Your Mayor	RTD	Env. Non-Profits	USDOT	County Board	FasTracks	KOA Radio	Amtrak	Euro rail	John Caldera
Approve	58%	53%	51%	51%	50%	50%	48%	40%	40%	32%	32%	28%	13%
Disapprove	32%	38%	22%	36%	21%	22%	34%	25%	22%	3%	18%	8%	8%
Net Approval	26%	15%	29%	15%	29%	28%	14%	15%	18%	29%	14%	20%	5%

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**FRPR**

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# FRPR Awareness and Ballot Measure Support

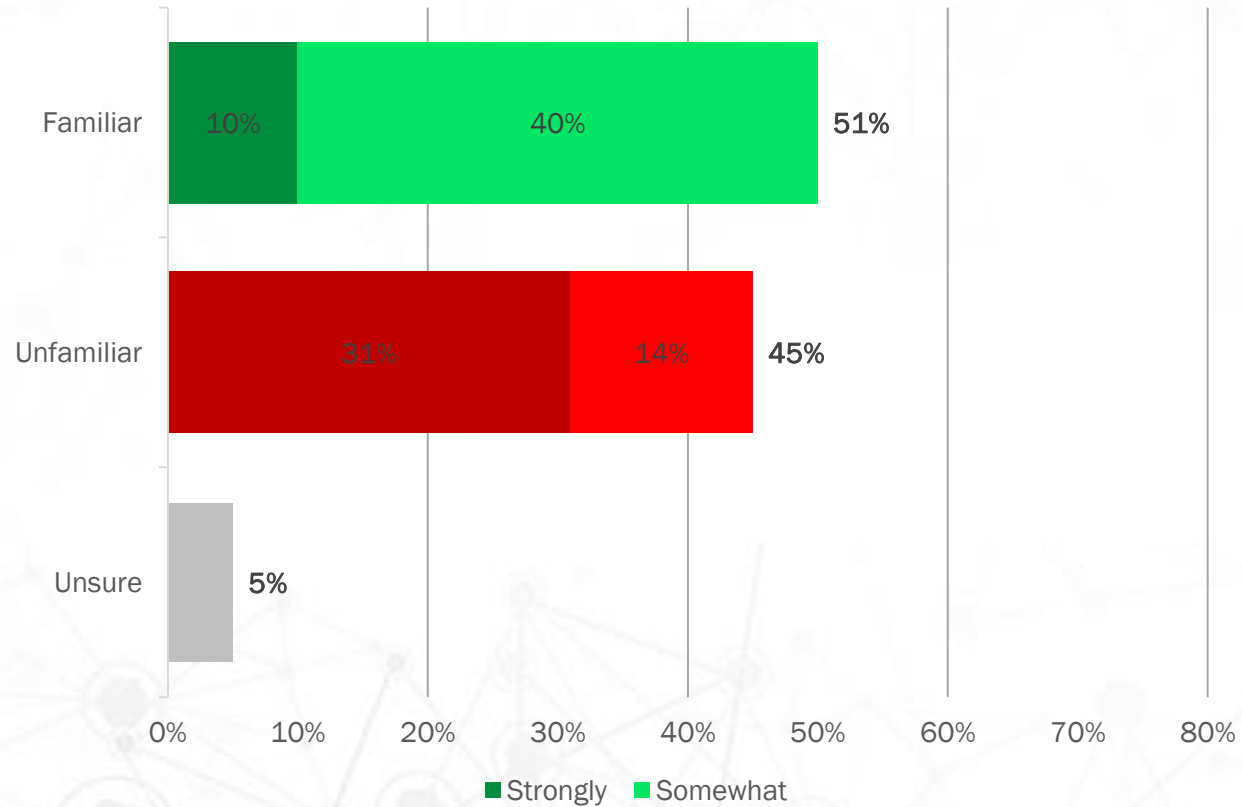
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A slim majority of voters (51% to 45%) are familiar with the FRPR proposal.

16. Are you familiar or unfamiliar with recent discussions about a proposal for a front range passenger rail system along I-25 from Pueblo in the South to Denver/Boulder and up to Ft. Collins to the North?



	Size	Familiar	Unfamiliar	Unsure
Total	100%	51%	45%	5%
Republican	26%	43%	49%	8%
Independent/NPP	41%	50%	47%	3%
Democrat	33%	56%	39%	5%
Men 18-54	31%	51%	44%	5%
Men 55+	17%	63%	31%	6%
Women 18-54	30%	42%	53%	5%
Women 55+	20%	49%	46%	6%
<College Men	26%	45%	48%	7%
College+ Men	23%	70%	27%	4%
<College Women	26%	37%	56%	7%
College+ Women	25%	51%	46%	3%
<College <\$75K	26%	37%	60%	4%
<College \$75K+	22%	45%	45%	10%
College+ <\$75K	12%	61%	38%	2%
College+ \$75K+	33%	60%	36%	4%
0-1 of 4	24%	42%	55%	3%
2 of 4	14%	48%	50%	3%
3 of 4	12%	39%	52%	9%
4 of 4	50%	58%	37%	6%
North Region	19%	59%	36%	6%
Central Region	62%	46%	50%	4%
South Region	15%	53%	37%	10%



Among those who are familiar, they recall concerns about the funding of the project, as well as recognition of the potential benefits the project may bring.

17. And, what information you have seen, read, or heard about the Front Range Passenger Rail proposal?

### Seen/Read/Heard about FRPR (n=265)

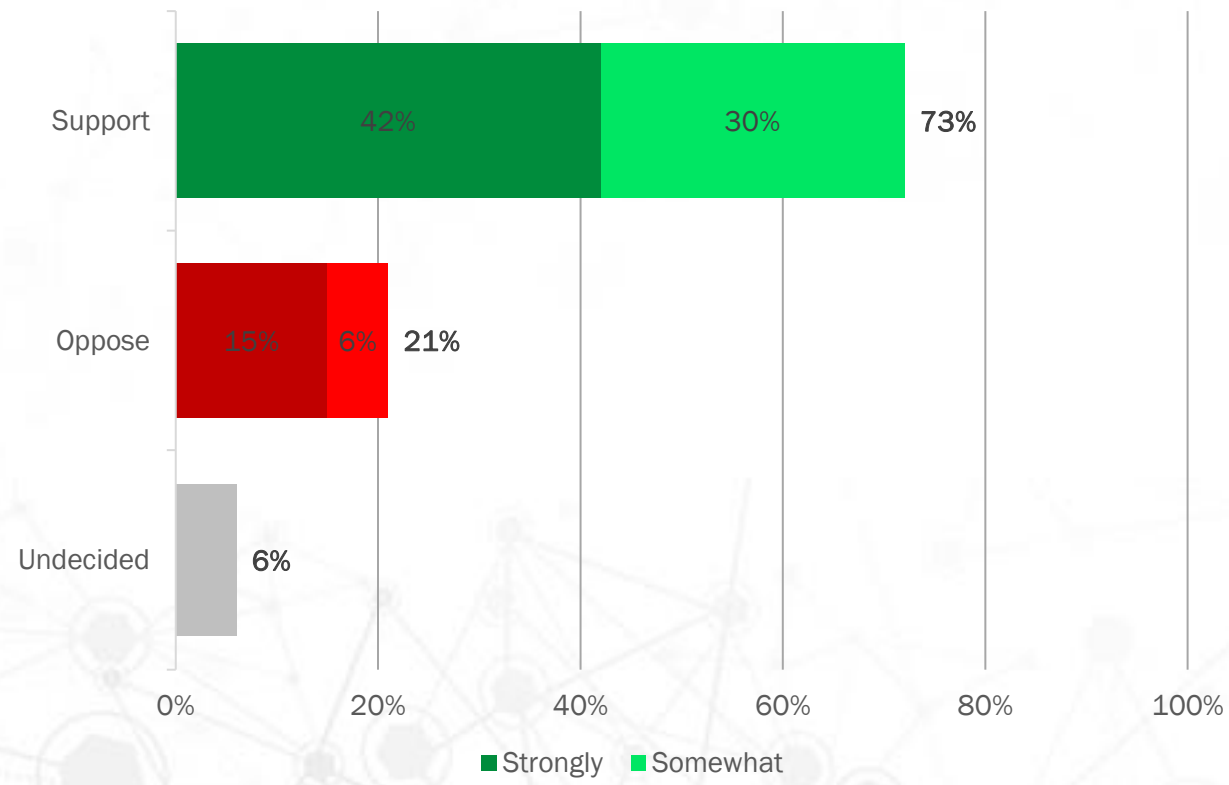
- Limited awareness and understanding of the details.
- Mixed perceptions about the necessity and feasibility of the project.
- Some have seen articles and maps outlining the proposed routes and stops.
- Concerns about funding, cost, and potential tax increases.
- Notable skepticism about the project's progress and eventual implementation.
- General awareness of the proposal but lack of specific details.
- Recognition of the potential benefits, such as reduced traffic congestion.
- Not much recent information or updates on the project.
- Some confusion and skepticism regarding the timeline and funding sources.



A large majority of voters (73%) would support the FRPR along the I-25 corridor.

### 18. Would you generally SUPPORT/OPPOSE front range passenger rail along the I-25 corridor?

In 2021, the Colorado Legislature established the Front Range Passenger Rail District, which extends from the Wyoming to the New Mexico border, and includes portions or the entirety of the 13 counties near I-25. Through a ballot measure, the district can ask voters to approve a tax to fund the proposal -- building, running, and maintaining an intercity passenger rail system. If the project receives voter approval, the new train system would connect communities along the front range.

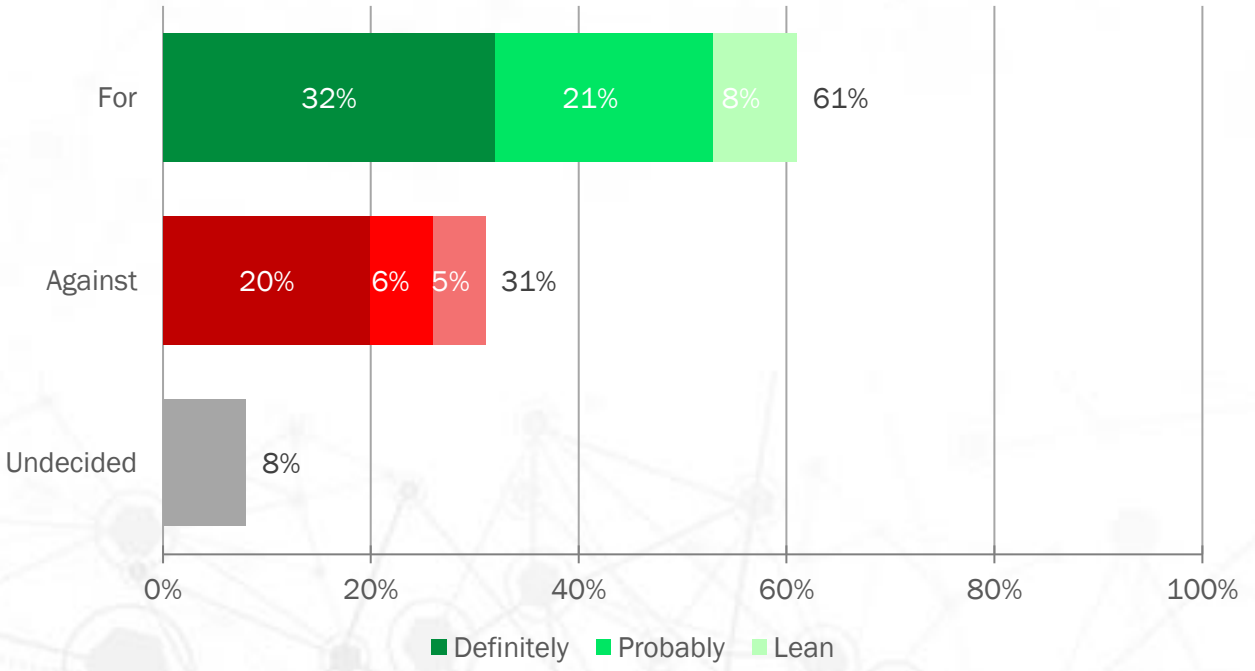


	Size	Support	Oppose	Undecided
Total	100%	73%	21%	6%
Republican	26%	47%	42%	12%
Independent/NPP	41%	76%	17%	7%
Democrat	33%	89%	10%	1%
Men 18-54	31%	70%	22%	7%
Men 55+	17%	61%	32%	7%
Women 18-54	30%	82%	15%	3%
Women 55+	20%	73%	20%	8%
<College Men	26%	58%	32%	10%
College+ Men	23%	78%	18%	4%
<College Women	26%	74%	19%	7%
College+ Women	25%	81%	15%	4%
<College <\$75K	26%	71%	21%	8%
<College \$75K+	22%	62%	30%	9%
College+ <\$75K	12%	85%	11%	4%
College+ \$75K+	33%	80%	17%	3%
0-1 of 4	24%	78%	16%	6%
2 of 4	14%	66%	28%	6%
3 of 4	12%	70%	16%	15%
4 of 4	50%	72%	23%	5%
North Region	19%	77%	14%	10%
Central Region	62%	71%	25%	4%
South Region	15%	71%	18%	11%

At the \$325M tax increase, 61% of voters would 'FOR' the FRPR project.

19A. Now I am going to read to you language from a prospective ballot measure which would seek voter approval for front range passenger rail. The question might read something like this:

SHALL COLORADO FRONT RANGE PASSENGER RAIL DISTRICT TAXES BE INCREASED BY \$325 MILLION DOLLARS ANNUALLY BY DISTRICT SALES AND USE TAX OF THREE (3) tenths OF ONE PERCENT (OR THREE CENTS ON A TEN DOLLAR PURCHASE) BEGINNING IN THE YEAR 2025, AND USING THE TAX REVENUE TO CONSTRUCT, OPERATE AND MANAGE FRONT RANGE PASSENGER RAIL SERVICE THROUGH THE COMMUNITIES OF PUEBLO, CASTLE ROCK, COLORADO SPRINGS, LITTLETON, DENVER, BOULDER, LONGMONT, LOVELAND AND FORT COLLINS, WITH THE DISTRICT KEEPING AND SPENDING ALL OF THE NEW TAX REVENUE AS A VOTER-APPROVED REVENUE CHANGE?

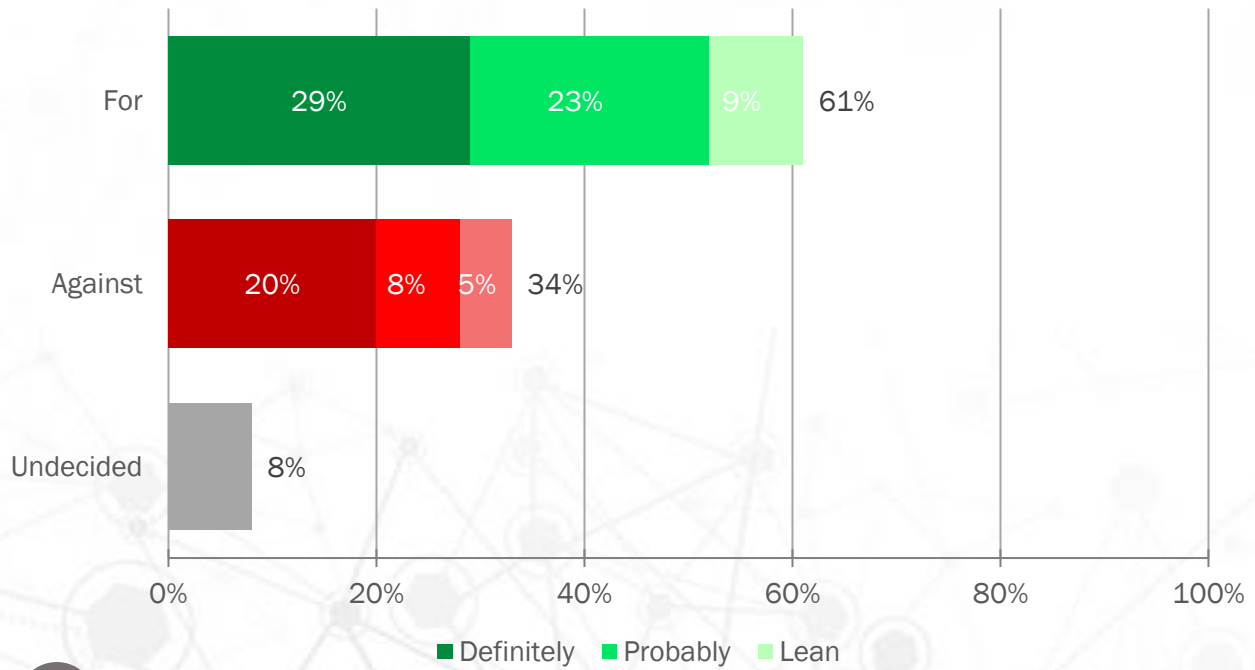


	Size	For	Against	Undecided
Total	100%	61%	31%	8%
Republican	26%	31%	56%	13%
Independent/NPP	41%	59%	34%	7%
Democrat	33%	81%	13%	6%
Men 18-54	31%	58%	34%	9%
Men 55+	17%	52%	44%	4%
Women 18-54	30%	65%	29%	6%
Women 55+	20%	71%	17%	12%
<College Men	26%	44%	46%	11%
College+ Men	23%	71%	29%	0%
<College Women	26%	57%	31%	13%
College+ Women	25%	75%	19%	6%
<College <\$75K	26%	49%	35%	16%
<College \$75K+	22%	52%	43%	5%
College+ <\$75K	12%	74%	18%	8%
College+ \$75K+	33%	77%	23%	0%
0-1 of 4	24%	60%	30%	10%
2 of 4	14%	59%	38%	3%
3 of 4	12%	49%	33%	18%
4 of 4	50%	64%	30%	6%
North Region	19%	61%	15%	23%
Central Region	62%	63%	32%	6%
South Region	15%	50%	50%	0%

At the \$600M tax increase, the vote of "FOR" remains at 61%.

19B. Now I am going to read to you language from a prospective ballot measure which would seek voter approval for front range passenger rail. The question might read something like this:

SHALL COLORADO FRONT RANGE PASSENGER RAIL DISTRICT TAXES BE INCREASED BY \$600 MILLION DOLLARS ANNUALLY BY DISTRICT SALES AND USE TAX OF FIVE (5) tenths OF ONE PERCENT (OR FIVE CENTS ON A TEN DOLLAR PURCHASE) BEGINNING IN THE YEAR 2025, AND USING THE TAX REVENUE TO CONSTRUCT, OPERATE AND MANAGE FRONT RANGE PASSENGER RAIL SERVICE THROUGH THE COMMUNITIES OF PUEBLO, CASTLE ROCK, COLORADO SPRINGS, LITTLETON, DENVER, BOULDER, LONGMONT, LOVELAND AND FORT COLLINS, WITH THE DISTRICT KEEPING AND SPENDING ALL OF THE NEW TAX REVENUE AS A VOTER-APPROVED REVENUE CHANGE?



	Size	For	Against	Undecided
Total	100%	61%	34%	5%
Republican	26%	31%	63%	5%
Independent/NPP	41%	65%	30%	6%
Democrat	33%	85%	10%	5%
Men 18-54	31%	63%	31%	6%
Men 55+	17%	61%	34%	5%
Women 18-54	30%	62%	32%	6%
Women 55+	20%	59%	38%	3%
<College Men	26%	52%	39%	10%
College+ Men	23%	73%	26%	1%
<College Women	26%	58%	37%	4%
College+ Women	25%	63%	31%	6%
<College <\$75K	26%	69%	30%	1%
<College \$75K+	22%	42%	45%	13%
College+ <\$75K	12%	71%	24%	5%
College+ \$75K+	33%	66%	30%	3%
0-1 of 4	24%	75%	20%	5%
2 of 4	14%	55%	45%	0%
3 of 4	12%	55%	33%	12%
4 of 4	50%	57%	37%	6%
North Region	19%	64%	32%	4%
Central Region	62%	64%	33%	4%
South Region	15%	50%	36%	13%

Among those who would vote 'FOR' the FRPR, a large among mentioned the potential decreases in traffic and the environmental benefit as reasons for their vote.

20. Being as specific as you can, what are the one or two most important reasons why you would be for or against this front range passenger rail plan?

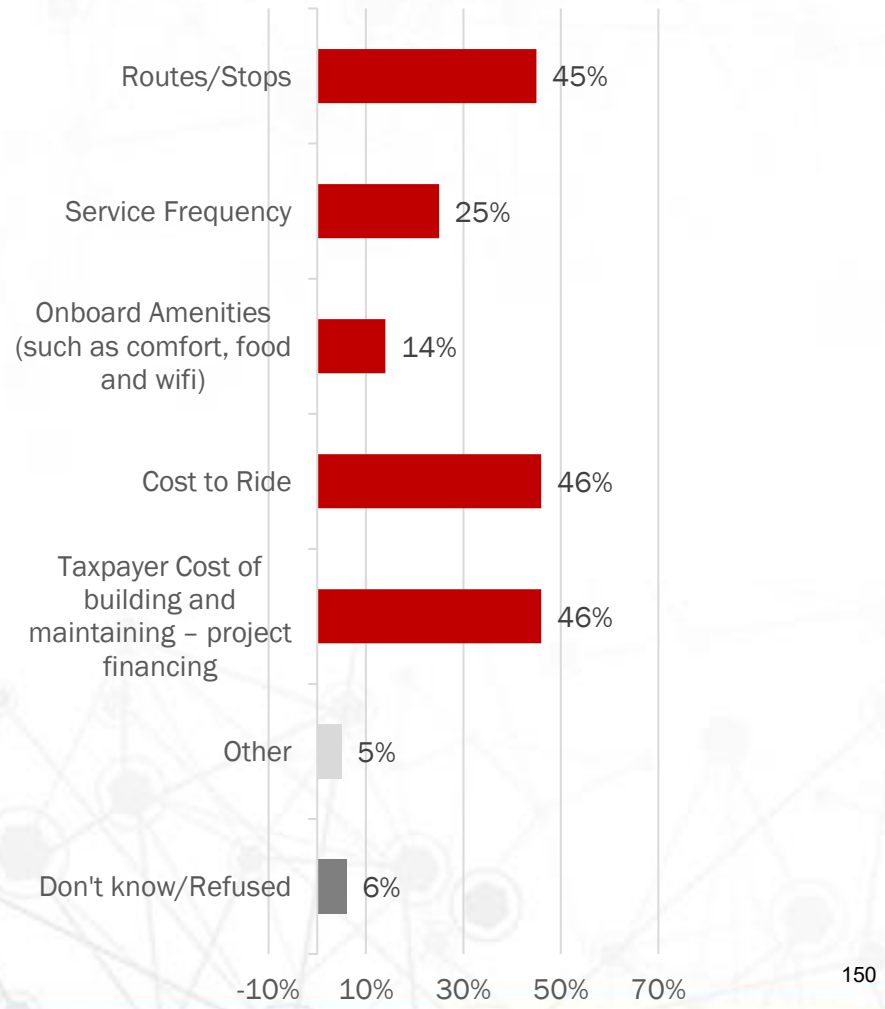
### FOR (n=326)

- Improved connectivity: Connecting cities and providing better access to transportation.
- Benefits of public transportation: Recognizing the value of public transit for environmental reasons and ease of travel.
- Reduced traffic congestion: Anticipating a decrease in traffic on highways like I-25 and alleviating congestion.
- Environmental advantages: Expecting lower emissions and a positive impact on the environment due to decreased car usage.
- Economic development: Potential for job creation, economic growth, and increased revenue along the corridor.
- Improved quality of life: Seeing the rail system as a means to enhance mobility and reduce reliance on cars.
- Efficiency and convenience: Expecting faster travel times, easier commutes, and reduced costs compared to driving.
- Increased transportation options for communities.
- Environmental benefits and reduction of traffic congestion.
- Improved public transit accessibility and safety.
- Ease of travel and reduced reliance on cars.
- Potential for job creation and economic growth.
- Desire for more sustainable transportation solutions.
- Relief of traffic burden on highways like I-25.

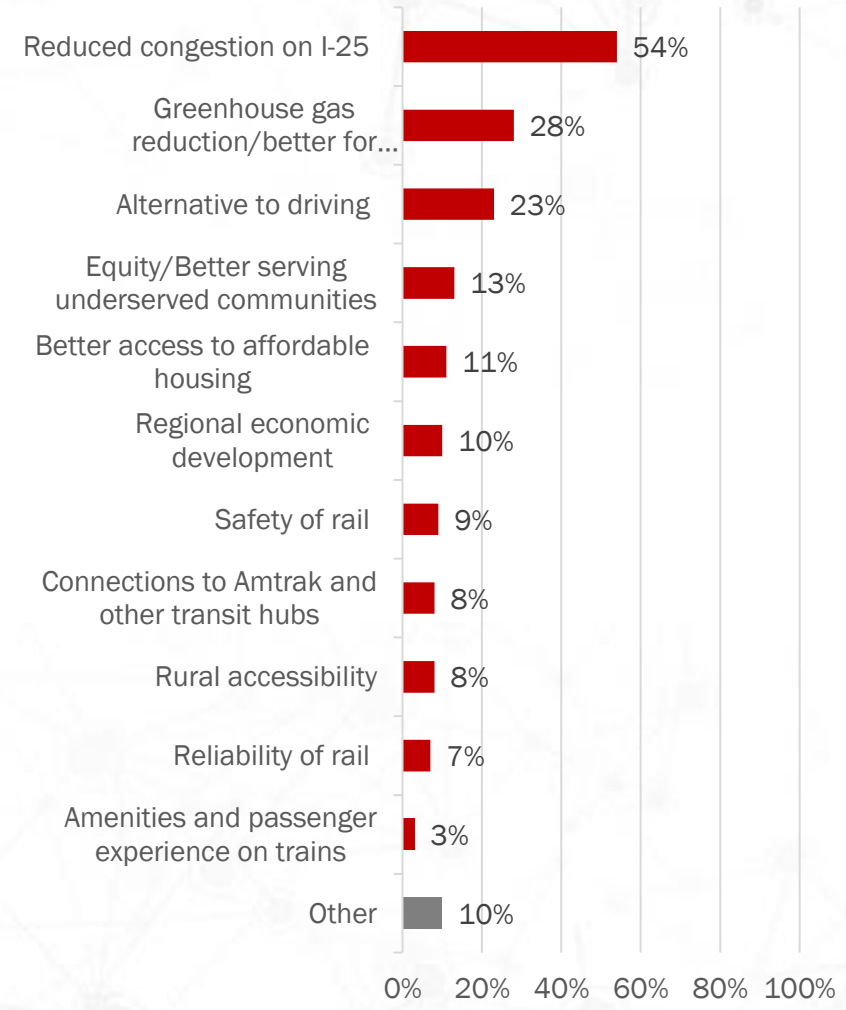


Route stops, cost to ride and cost to build are top three factors for proposal assessment, with I-25 congestion relief the main benefit.

37. Thinking about how a front range passenger rail plan could come together, rank these aspects in terms of which are personally most important to you in assessing whether you would support or oppose a passenger rail plan?



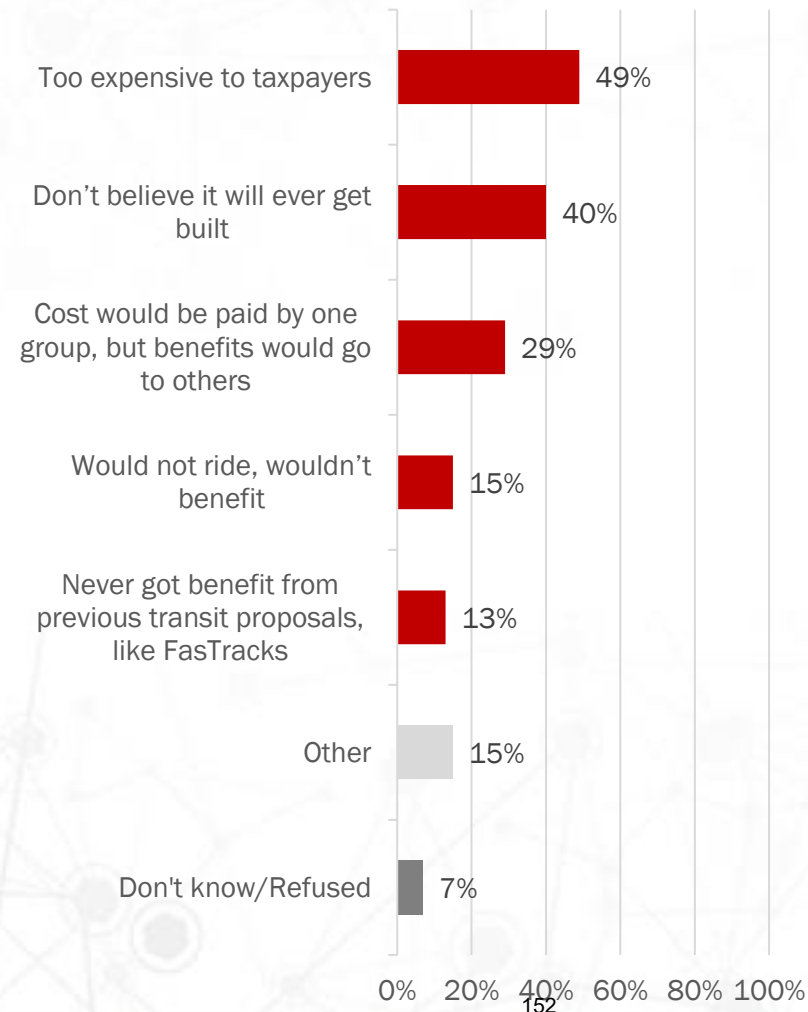
38. Regardless of whether you support it, what would you say could be the top two benefits of front range passenger rail?





Cost to build is the top concern, with scepticism about it ever getting built and cost to ride also in the top three.

39. What would you say would be your top two concerns about front range passenger rail?





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# FRPR

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## Messages

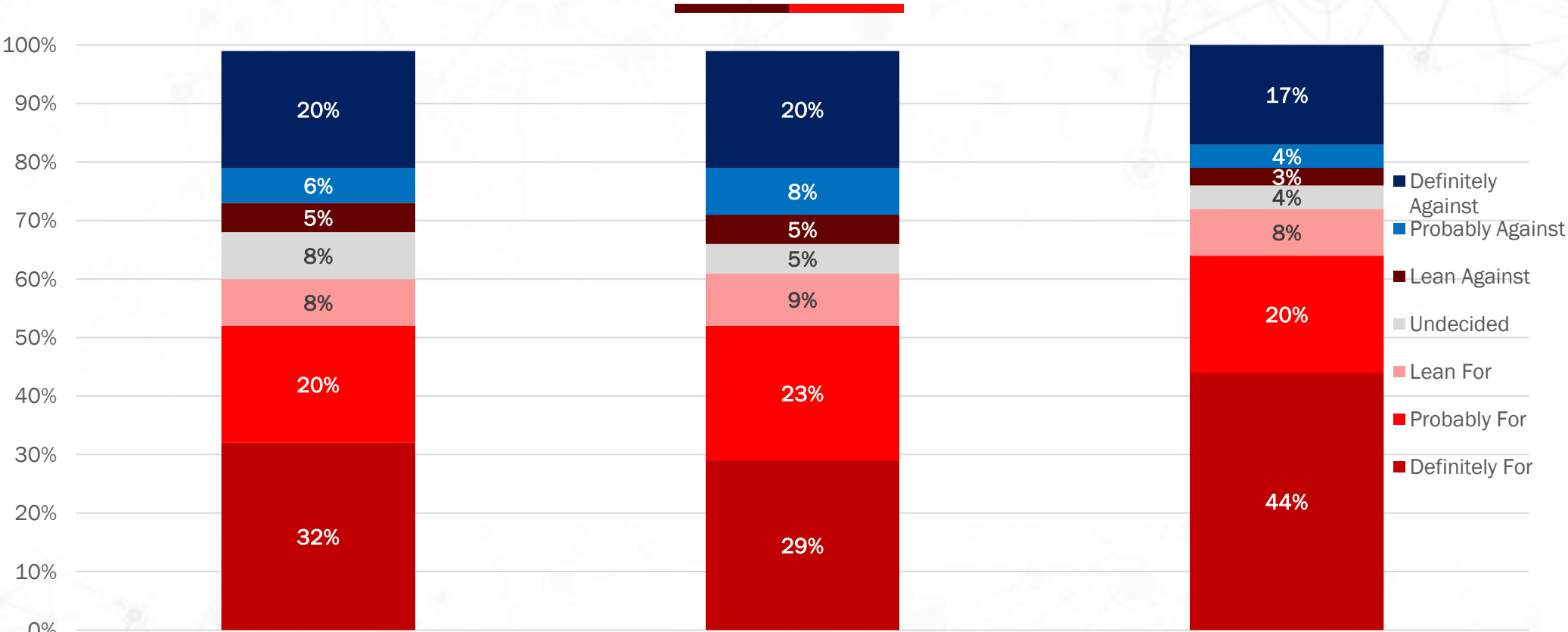
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After messaging, a vote of 'FOR' increased from 61% to 73%, a 12 point increase overall.

Initial vs Informed



Ballot Measure			
	Initial 325M	Initial 600M	Informed
For	61%	61%	72%
Against	31%	34%	24%
Net For	30% <sup>154</sup>	27%	48%

# USING MESSAGE MAPS

Message Mapping™ identifies the exact language and messaging that will really move voters.

- Often, what voters say is important and the issues that win votes are not the same. Message Mapping™ allows your campaign to identify these “vote winning” messages.
- Message Mapping™ is a WPA proprietary tool used to determine power of potential messages by testing three key characteristics—real effectiveness, “stickiness,” and believability.
- Messages are represented on bubble charts, providing an easy to use “map” for further action.

## Effectiveness

- Using a scientific “treatment effects” design we can determine exactly how effective each message is at changing voters’ minds.
- This effectiveness measurement is shown on the “x” or horizontal axis.
- The more effective a message, the further to the right it appears.

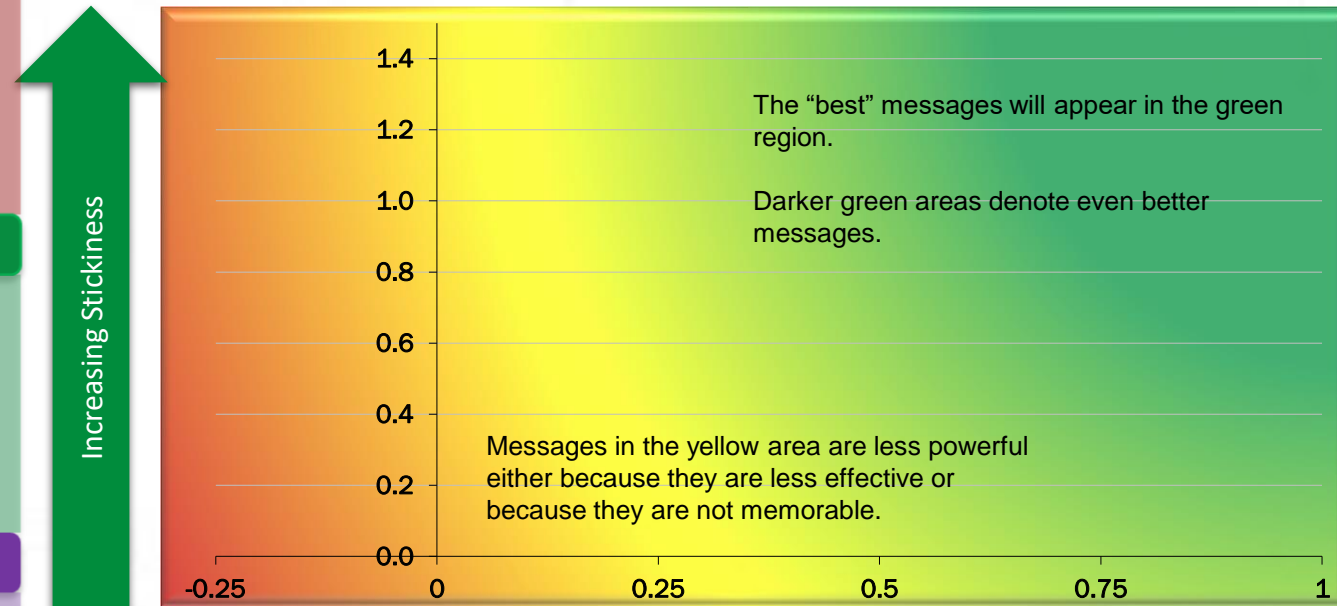
## Stickiness

- Our message “stickiness” analysis tells us which messages will be the most memorable to voters.
- The “stickier” a message is the more likely it is to break through the clutter and reach voters.
- The “stickiness” measure is shown on the “y” or vertical axis. The “stickier” a message is the higher it appears on the graph.

## Believability

- The final measurement on our message maps is how believable a message is to voters.
- Messages that fail the belief test won’t work regardless of how well they score on other measures and they could even backfire on a candidate.
- Believability is shown by bubble size. The more believable a message, the larger its bubble.

Bubble Size: Believability



Increasing Effectiveness

A score of “1” in effectiveness means that the message moves the average voter one unit on the ballot—for example from undecided toward opposing a road tax in Castle Pines.

## Messages

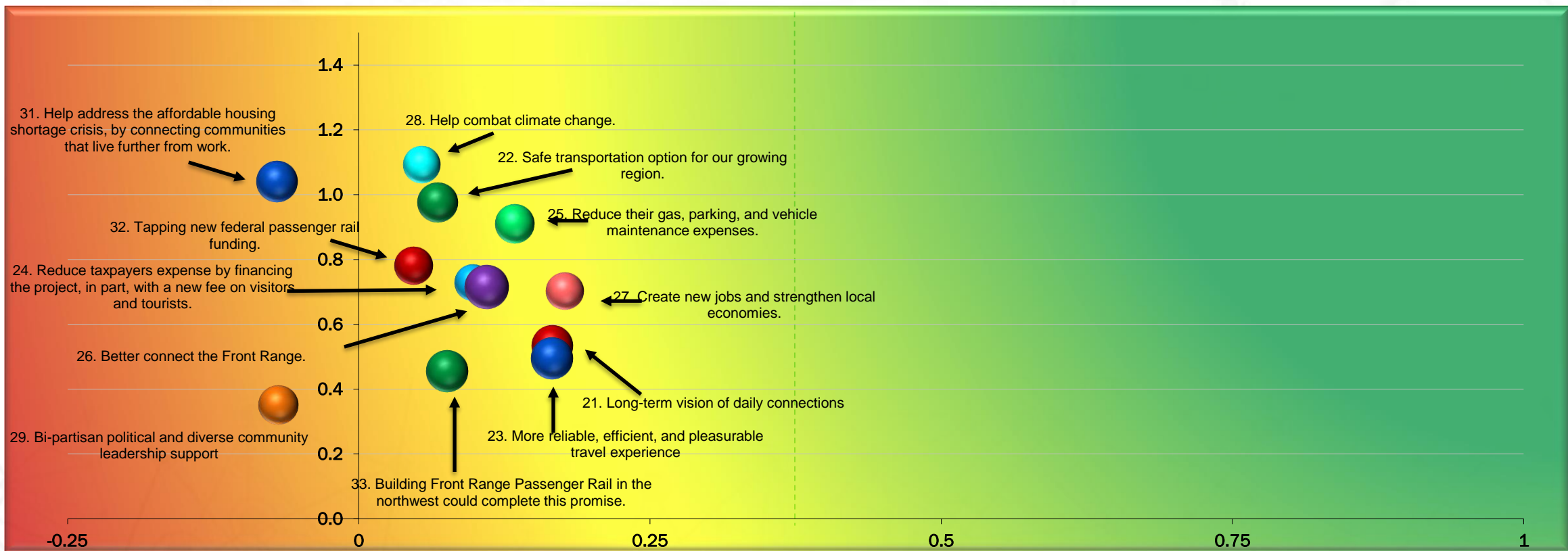
21. The Front Range Passenger Rail (FRPR) intercity train service has the long-term vision of daily connections along major Colorado's communities along the front range.
22. About 5 million people currently live on the Front Range. In the next 25 years, an additional 3 million people are expected to live and commute along the Front Range. Passenger rail will provide a relaxed, efficient, and safe transportation option for our growing region.
23. Trains offer a more reliable, efficient, and pleasurable travel experience, with ability to use the time more productively and enjoyably – working on laptops, watching movies, checking social media etc..
24. Colorado's Front Range Passenger Rail proposal seeks to reduce taxpayers expense by financing the project, in part, with a new fee on visitors and tourists.
25. Daily passenger rail service would help Coloradans reduce their gas, parking, and vehicle maintenance expenses.
26. Passenger rail will better connect employment centers, colleges, universities, medical facilities, cultural districts, and entertainment hubs along the Front Range.
27. Passenger rail will create new jobs and strengthen local economies throughout our state by efficiently connecting workers and tourists to key destinations.
28. Transportation is the largest contributor to air pollution in Colorado. Daily passenger train service can reduce air pollution and help combat climate change.
29. There is bi-partisan political and diverse community leadership support for front range passenger rail.
30. On a typical weekday through central Denver, I-25 averages eight hours or more of congestion – three hours in the morning peak period and five hours in the afternoon. Crashes and special events make travel times unreliable, and I-25 experiences a partial or full closure every three to four days. Daily passenger rail service would reduce the number of cars and buses on highways, which reduces everyone's highway delays from high-volume traffic, accidents and weather.
31. Eighty-five percent of the state's population lives in the front range. Colorado cannot build its way out of this congestion. Daily passenger rail service can help address the affordable housing shortage crisis, by connecting communities that live further from work.
32. Colorado's Front Range Passenger Rail proposal seeks to reduce overall project costs by tapping new federal passenger rail funding, moving quickly to utilize up to \$600 million dollars of federal funds that will otherwise go to states like California, Texas and the east coast.
33. Voters Northwest of Denver were promised commuter rail service under FasTracks twenty years ago. Building Front Range Passenger Rail in the northwest could complete this promise with a shared use agreement between Front Range Passenger Rail and RTD using the same track infrastructure.

# The most effective message overall is CREATE NEW JOBS AND STRENGTHEN LOCAL ECONOMIES.

Overall: 100%



Bubble Size: Believability



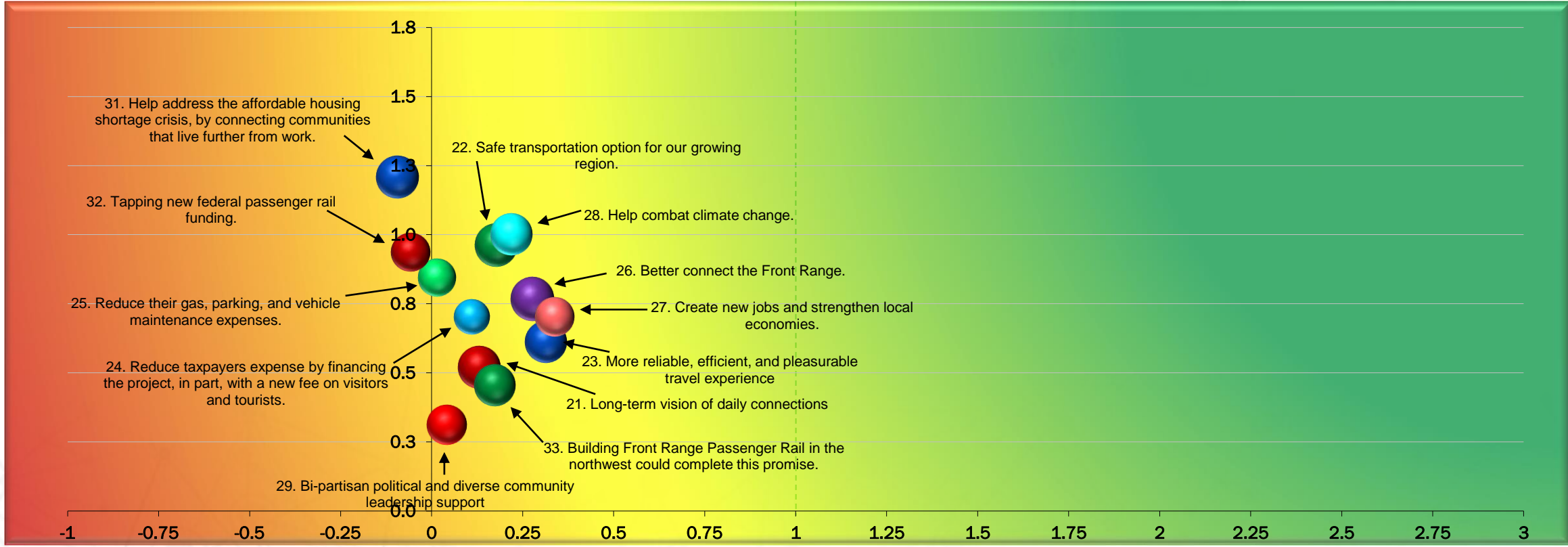
# Among persuadable voters, the most effective message is CREATE NEW JOBS AND STRENGTHEN LOCAL ECONOMIES.



Persuadable: 50%



Bubble Size: Believability



After messaging, the top moving demographics are <College Women, Republicans, Women age 18-54, College+ <\$75K, and <College <\$75K

Top Movers



	Size	Initial For	Informed For	Ballot Change
Total	100%	61%	72%	11%
Republican	26%	31%	49%	18%
Independent/NPP	41%	62%	71%	9%
Democrat	33%	83%	92%	9%
Men 18-54	31%	60%	66%	6%
Men 55+	17%	56%	66%	10%
Women 18-54	30%	63%	81%	18%
Women 55+	20%	65%	78%	14%
<College Men	26%	48%	58%	10%
College+ Men	23%	72%	74%	2%
<College Women	26%	58%	76%	18%
College+ Women	25%	69%	82%	13%
<College <\$75K	26%	60%	75%	15%
<College \$75K+	22%	47%	58%	12%
College+ <\$75K	12%	73%	89%	17%
College+ \$75K+	33%	71%	77%	6%
0-1 of 4	24%	68%	77%	9%
2 of 4	14%	57%	68%	11%
3 of 4	12%	52%	65%	13%
4 of 4	50%	61%	73%	12%
North Region	19%	63%	81%	18%
Central Region	62%	63%	72%	9%
South Region	15%	50%	63%	12%

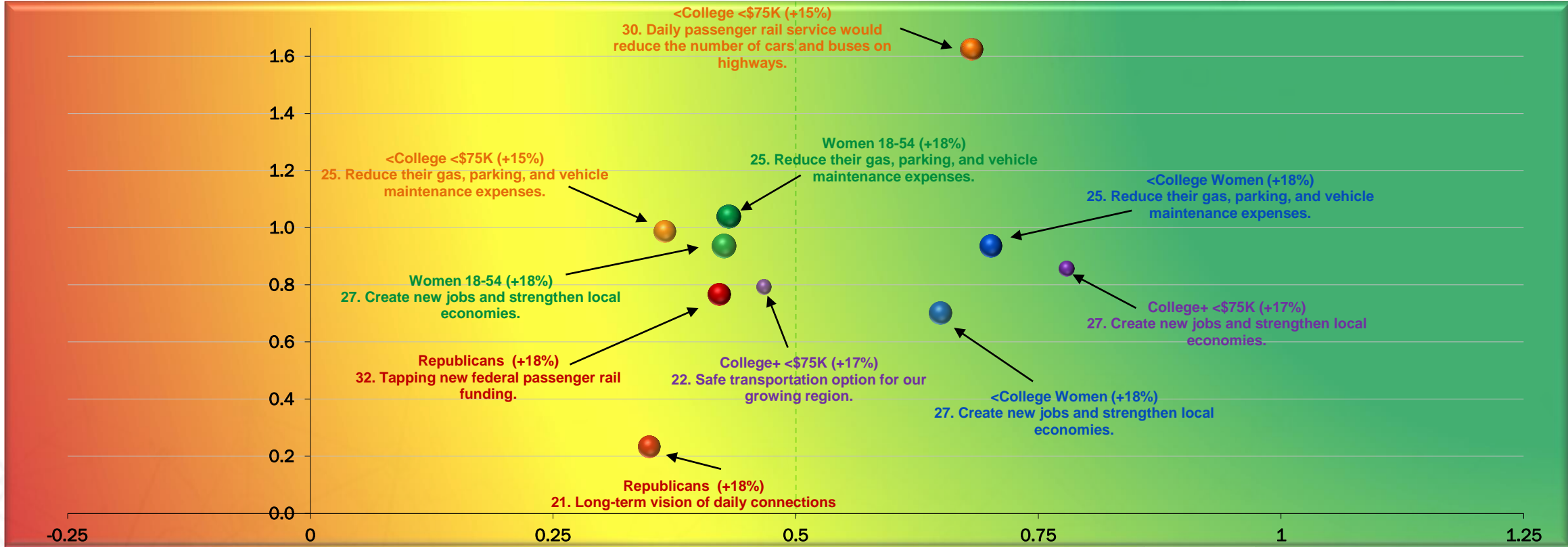
	Size	Initial For	Informed For	Ballot Change
<College Women	26%	58%	76%	18%
Republican	26%	31%	49%	18%
Women 18-54	30%	63%	81%	18%
North Region	19%	63%	81%	18%
College+ <\$75K	12%	73%	89%	17%
<College <\$75K	26%	60%	75%	15%
Women 55+	20%	65%	78%	14%
3 of 4	12%	52%	65%	13%
College+ Women	25%	69%	82%	13%
South Region	15%	50%	63%	12%
4 of 4	50%	61%	73%	12%
<College \$75K+	22%	47%	58%	12%
Total	100%	61%	72%	11%
2 of 4	14%	57%	68%	11%
<College Men	26%	48%	58%	10%
Men 55+	17%	56%	66%	10%
Democrat	33%	83%	92%	9%
0-1 of 4	24%	68%	77%	9%
Independent/NPP	41%	62%	71%	9%
Central Region	62%	63%	72%	9%
Men 18-54	31%	60%	66%	6%
College+ \$75K+	33%	71%	77%	6%
College+ Men	23%	72%	74%	2%

The most effective message among the top movers is CREATE NEW JOBS AND STRENGTHEN LOCAL ECONOMIES.

Top Movers



Bubble Size: Believability



Increasing Effectiveness



# Best Messages

## Most Effective

## 2<sup>nd</sup> Most Effective

### Overall

Overall	100%
Undecided	7%
Persuadable	50%

27. Passenger rail will create new jobs and strengthen local economies throughout our state by efficiently connecting workers and tourists to key destinations.
22. About 5 million people currently live on the Front Range. In the next 25 years, an additional 3 million people are expected to live and commute along the Front Range. Passenger rail will provide a relaxed, efficient, and safe transportation option for our growing region
27. Passenger rail will create new jobs and strengthen local economies throughout our state by efficiently connecting workers and tourists to key destinations.

21. The Front Range Passenger Rail (FRPR) intercity train service has the long-term vision of daily connections along major Colorado's communities along the front range.
27. Passenger rail will create new jobs and strengthen local economies throughout our state by efficiently connecting workers and tourists to key destinations.
23. Trains offer a more reliable, efficient, and pleasurable travel experience, with ability to use the time more productively and enjoyably – working on laptops, watching movies, checking social media etc..

### Top Movers

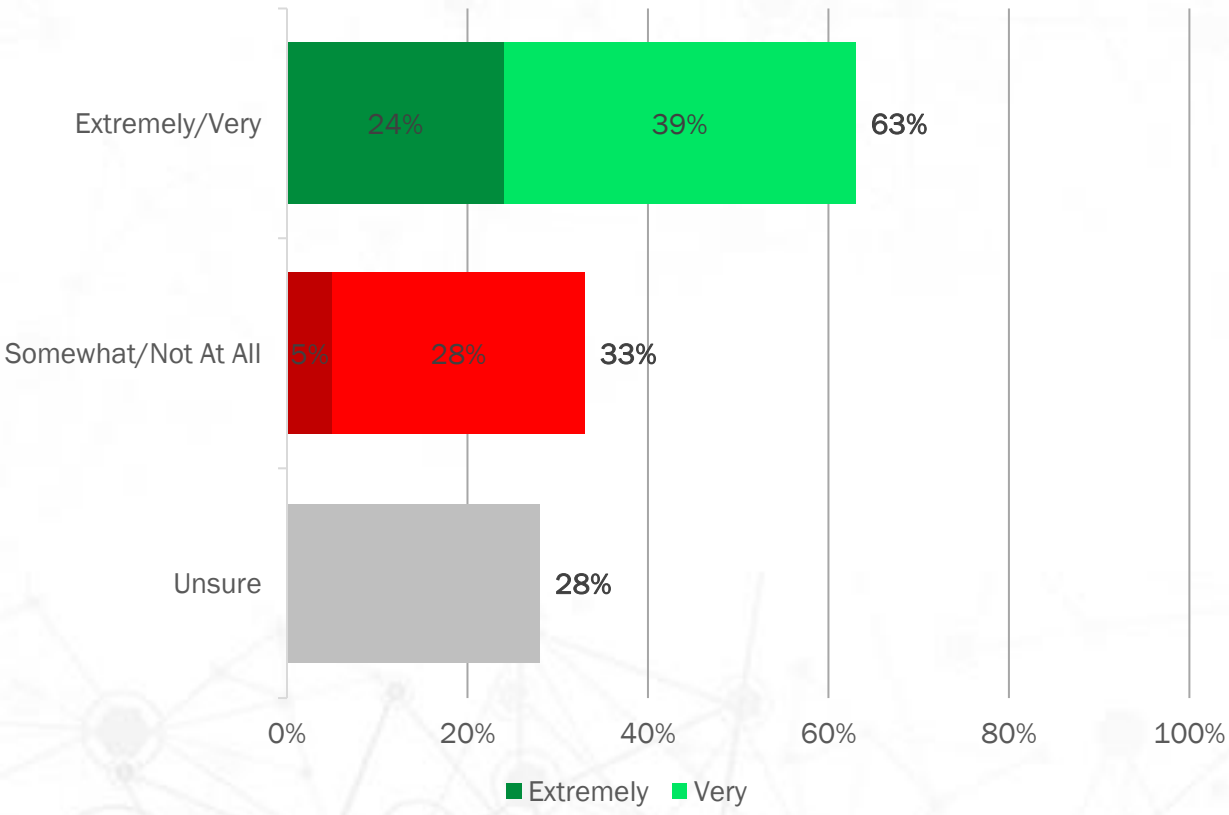
<College Women	26%
Republicans	26%
Women 18-54	30%
College+ <\$75K	12%
<College <\$75K	26%

25. Daily passenger rail service would help Coloradans reduce their gas, parking, and vehicle maintenance expenses.
32. Colorado's Front Range Passenger Rail proposal seeks to reduce overall project costs by tapping new federal passenger rail funding, moving quickly to utilize up to \$600 million dollars of federal funds that will otherwise go to states like California, Texas and the east coast.
25. Daily passenger rail service would help Coloradans reduce their gas, parking, and vehicle maintenance expenses.
27. Passenger rail will create new jobs and strengthen local economies throughout our state by efficiently connecting workers and tourists to key destinations.
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27. Passenger rail will create new jobs and strengthen local economies throughout our state by efficiently connecting workers and tourists to key destinations

63% of voters say that traffic congestion is either an extremely or very serious problem in the front range of Colorado.

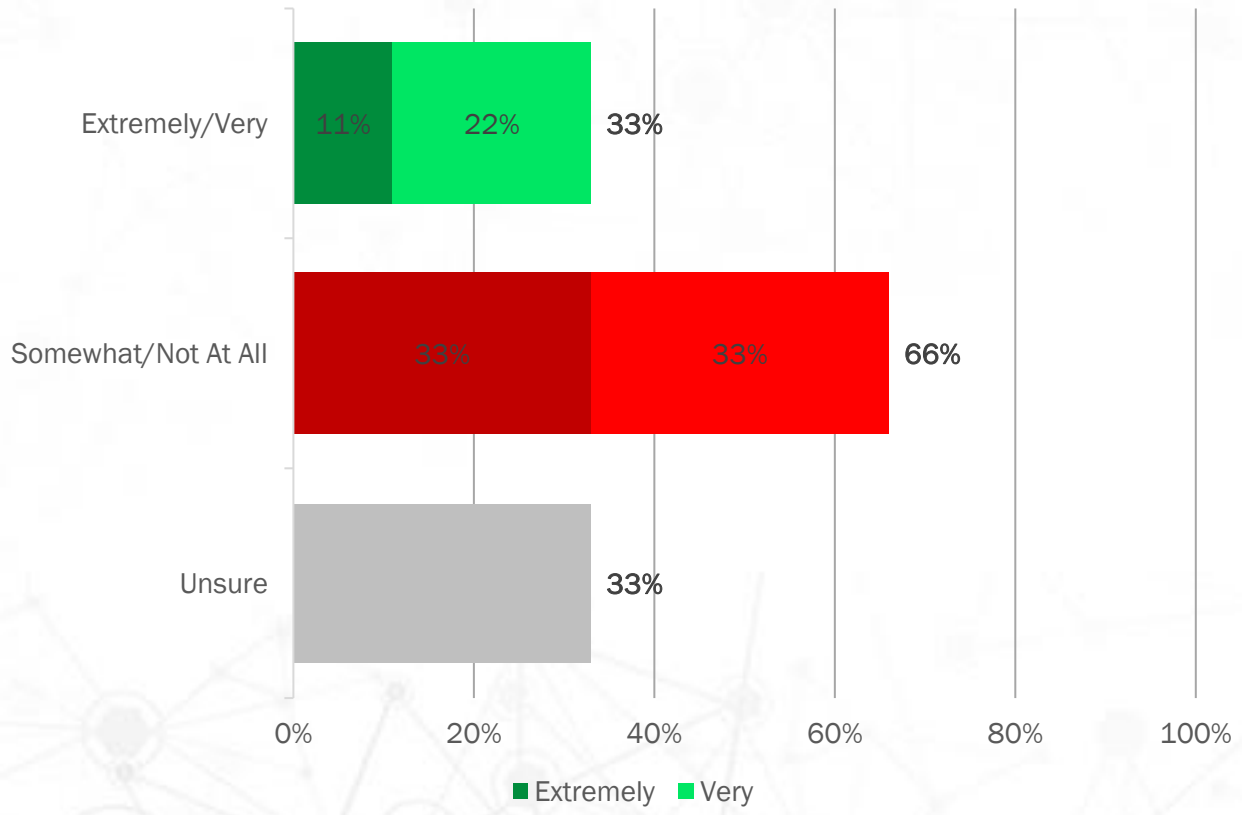
40A. How serious of a problem is traffic congestion in the front range of Colorado?



	Size	Extremely/Very	Somewhat/Not at all	Unsure
Total	100%	63%	33%	4%
Republican	26%	55%	46%	0%
Independent/NPP	41%	64%	29%	7%
Democrat	33%	67%	30%	3%
Men 18-54	31%	60%	35%	5%
Men 55+	17%	65%	35%	0%
Women 18-54	30%	63%	30%	7%
Women 55+	20%	67%	31%	2%
<College Men	26%	60%	36%	4%
College+ Men	23%	64%	35%	1%
<College Women	26%	51%	44%	6%
College+ Women	25%	76%	19%	5%
<College <\$75K	26%	56%	40%	5%
<College \$75K+	22%	55%	39%	6%
College+ <\$75K	12%	73%	20%	7%
College+ \$75K+	33%	71%	27%	2%
0-1 of 4	24%	56%	37%	8%
2 of 4	14%	55%	43%	3%
3 of 4	12%	64%	33%	4%
4 of 4	50%	68%	30%	3%
North Region	19%	66%	28%	6%
Central Region	62%	64%	32%	4%
South Region	15%	62%	38%	0%

However, 66% of voters also claim that traffic congestion in their daily life is only somewhat or not at all a serious problem.

40B. How serious of a problem is traffic congestion in your daily life?

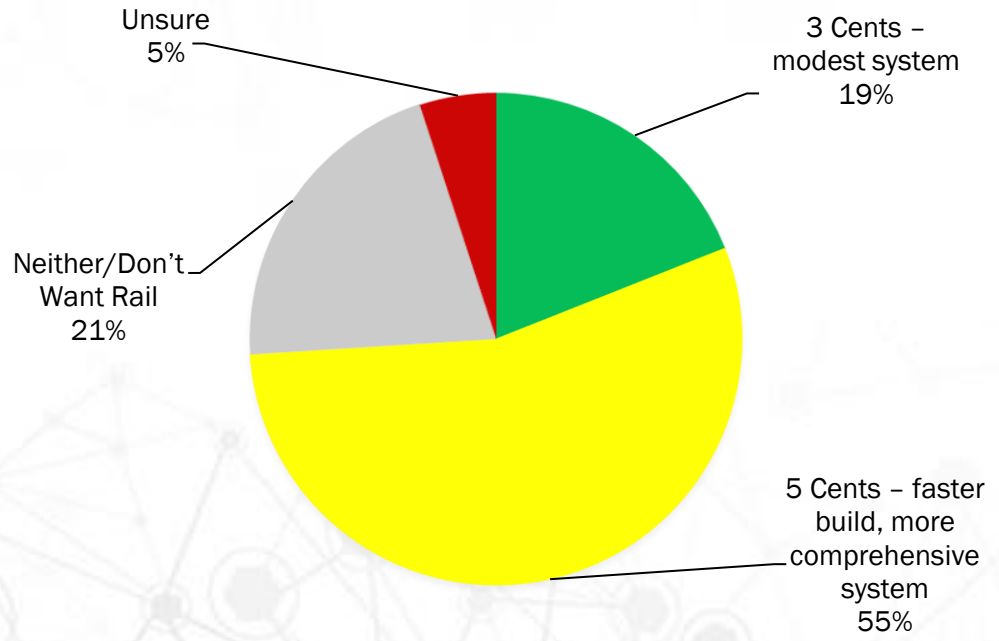


	Size	Extremely/Very	Somewhat/Not Very	Unsure
Total	100%	33%	66%	1%
Republican	26%	27%	73%	0%
Independent/NPP	41%	33%	66%	1%
Democrat	33%	40%	58%	2%
Men 18-54	31%	35%	65%	1%
Men 55+	17%	33%	67%	0%
Women 18-54	30%	37%	62%	1%
Women 55+	20%	26%	72%	2%
<College Men	26%	33%	67%	0%
College+ Men	23%	35%	64%	1%
<College Women	26%	33%	66%	2%
College+ Women	25%	33%	65%	2%
<College <\$75K	26%	38%	61%	2%
<College \$75K+	22%	28%	72%	0%
College+ <\$75K	12%	30%	68%	2%
College+ \$75K+	33%	37%	62%	1%
0-1 of 4	24%	28%	70%	2%
2 of 4	14%	40%	60%	0%
3 of 4	12%	25%	71%	4%
4 of 4	50%	36%	63%	1%
North Region	19%	25%	75%	0%
Central Region	62%	37%	62%	1%
South Region	15%	30%	66%	4%

55% of voters prefer the 5 Cent option if it means that starter service can begin in as soon as five years.

41. Understanding that there are many options, which of the following option would make the most sense to you?

- Pay three tenths of one percent (or three pennies on a ten-dollar purchase sales tax) and receive passenger rail service in as soon as 10 years with up to 6 daily roundtrips at each stop.
- Pay five tenths of one percent (or five pennies on a ten-dollar purchase sales tax) and receive the same as with the three-cent option, but with starter service in as soon as five years, and with full service that has additional daily roundtrips, including extended hours after evening events, etc.
- Neither/Don't Want Passenger Rail



	Size	3 cents	5 cents	Neither/Don't want rail	Unsure
Total	100%	19%	55%	21%	5%
Republican	26%	19%	34%	41%	6%
Independent/NPP	41%	18%	60%	19%	4%
Democrat	33%	21%	65%	9%	6%
Men 18-54	31%	16%	56%	22%	5%
Men 55+	17%	23%	40%	29%	8%
Women 18-54	30%	16%	64%	17%	3%
Women 55+	20%	22%	54%	19%	6%
<College Men	26%	20%	41%	33%	5%
College+ Men	23%	16%	61%	16%	7%
<College Women	26%	18%	54%	24%	5%
College+ Women	25%	21%	65%	11%	3%
<College <\$75K	26%	19%	50%	25%	6%
<College \$75K+	22%	18%	47%	32%	3%
College+ <\$75K	12%	20%	66%	9%	5%
College+ \$75K+	33%	16%	65%	16%	4%
0-1 of 4	24%	18%	63%	17%	2%
2 of 4	14%	13%	50%	31%	6%
3 of 4	12%	18%	54%	17%	11%
4 of 4	50%	21%	52%	22%	5%
North Region	19%	15%	58%	19%	8%
Central Region	62%	21%	55%	21%	3%
South Region	15%	18%	47%	25%	10%

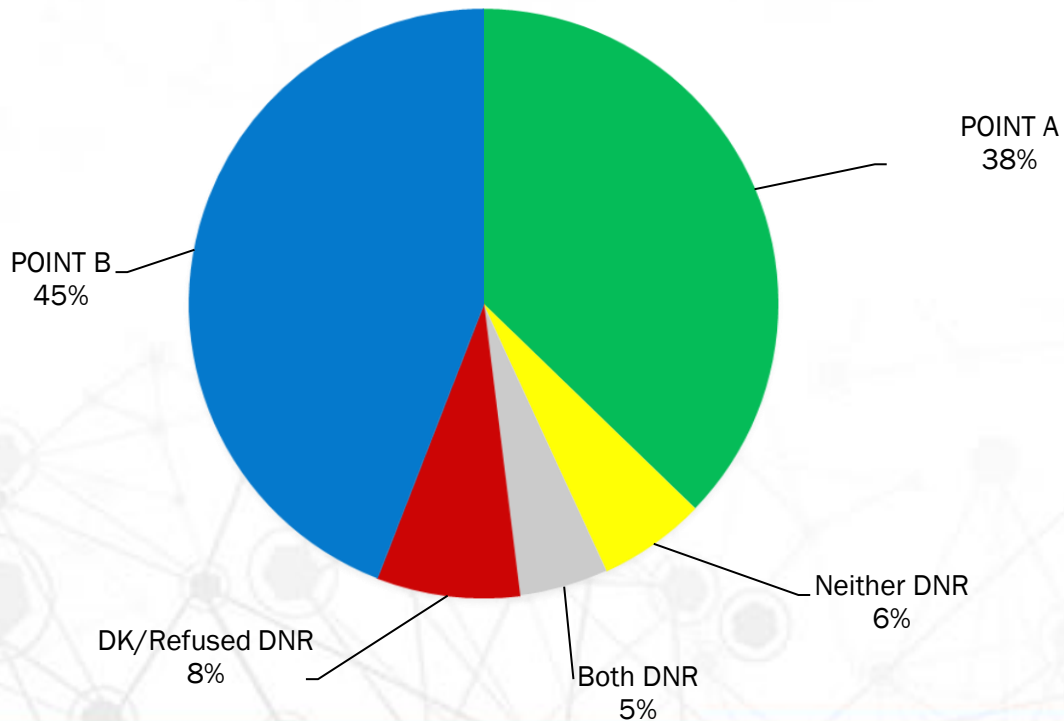
Voters are nearly split between building more roads and highways (Point A - 38%) and building more mass transit (Point B - 45%).

42. There is debate around the United States on how to best address traffic congestion in large metropolitan areas. I'm going to read you two points of view regarding this issue, after I have read both statements please tell me which one comes closest to your personal point of view...

POINT A: Some people say that building more roads and highways is the most effective way to deal with traffic congestion. Multi-billion dollar rail and other mass transit alternatives are too expensive and are not effective because not enough people use them to justify the high cost. In sum, these people believe expanding highways and roads – not rail – is the best way to reduce congestion.

...while...

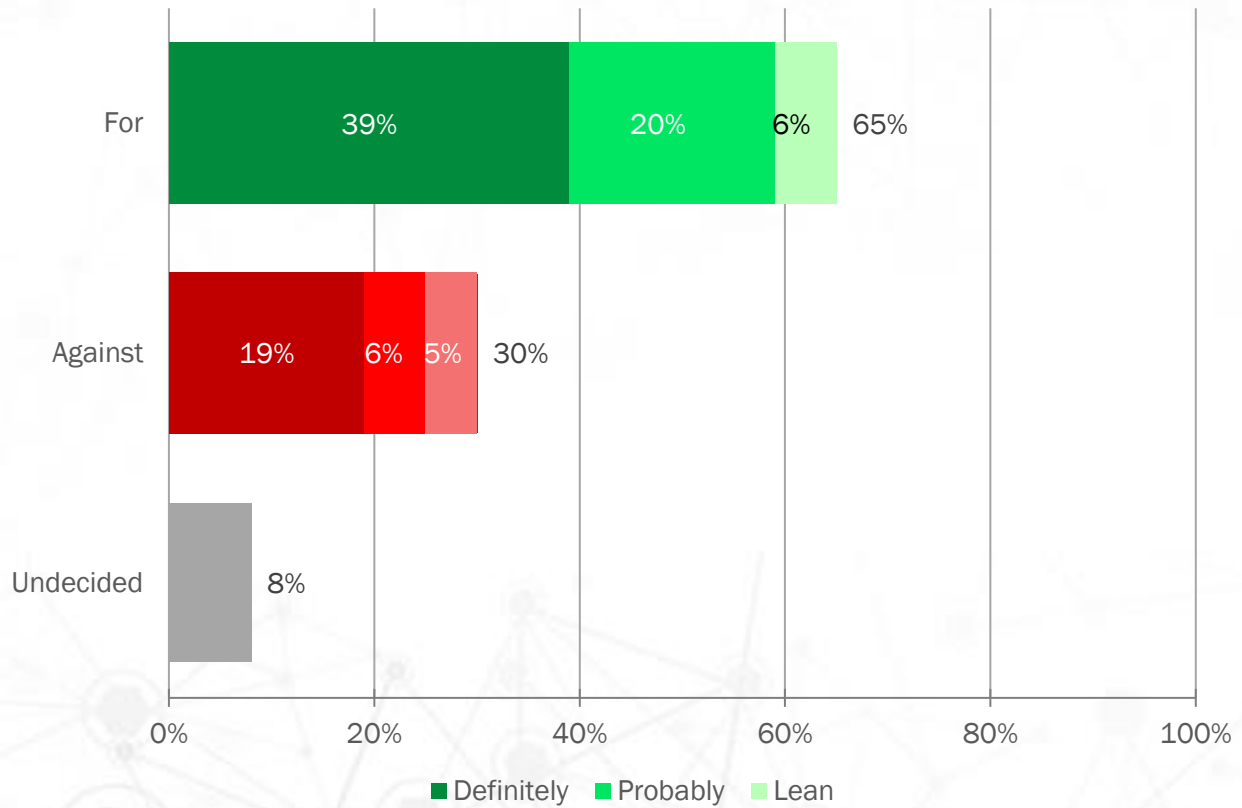
POINT B: Other people say that rail and mass transit are critical to reducing traffic congestion. There simply isn't enough room to continue building highways, and rail has proven to reduce congestion where it has been built. Highways and roads alone aren't enough, and they are also very expensive, with projects such as I-70/Floyd Hill costing billions. In sum, these people believe we also need more rail and mass transit in order to reduce traffic congestion and expand travel options in this growing region.



	Size	Point A	Point B	Neither	Both	DK/Refused
Total	100%	38%	45%	6%	5%	8%
Republican	26%	32%	40%	11%	9%	9%
Independent/NPP	41%	40%	45%	5%	2%	8%
Democrat	33%	37%	49%	3%	5%	6%
Men 18-54	31%	38%	43%	8%	2%	8%
Men 55+	17%	36%	42%	3%	7%	12%
Women 18-54	30%	35%	48%	6%	5%	6%
Women 55+	20%	41%	42%	4%	7%	7%
<College Men	26%	35%	44%	7%	4%	9%
College+ Men	23%	37%	44%	5%	4%	10%
<College Women	26%	35%	46%	6%	5%	8%
College+ Women	25%	41%	45%	5%	6%	4%
<College <\$75K	26%	38%	46%	3%	3%	10%
<College \$75K+	22%	31%	45%	10%	7%	6%
College+ <\$75K	12%	36%	49%	2%	8%	5%
College+ \$75K+	33%	40%	43%	6%	4%	7%
0-1 of 4	24%	39%	47%	7%	1%	5%
2 of 4	14%	45%	32%	10%	6%	8%
3 of 4	12%	30%	49%	0%	9%	13%
4 of 4	50%	36%	46%	5%	5%	8%
North Region	19%	32%	49%	3%	5%	11%
Central Region	62%	39%	46%	5%	4%	6%
South Region	15%	30%	40%	12%	8%	10%

With the US Census data and FRPR cost in mind, 65% of voters would still vote 'FOR' the project.

X2. Government transportation budgets are already stretched. Every dollar spent on new rail projects is one dollar less for improving traffic and fixing roads. U.S Census data shows that only 4% of Denver metro commuters use transit, including rail and buses –and the other 96% of us use roads. The Front Range Passenger Rail District believes their project could cost as much as \$12 billion. At the same time CDOT says it can't even find enough funds for current road needs. It's time to ditch front range passenger rail so we can fund transportation that works for all of us. Knowing this, would you vote for or against such a plan for passenger rail along the I-25 corridor??



	Size	For	Against	Undecided
Total	100%	64%	30%	6%
Republican	26%	24%	72%	5%
Independent/NPP	41%	68%	26%	6%
Democrat	33%	85%	9%	6%
Men 18-54	31%	69%	31%	0%
Men 55+	17%	54%	46%	0%
Women 18-54	30%	72%	17%	11%
Women 55+	20%	41%	43%	16%
<College Men	26%	68%	33%	0%
College+ Men	23%	63%	37%	0%
<College Women	26%	56%	34%	11%
College+ Women	25%	70%	17%	13%
<College <\$75K	26%	73%	19%	8%
<College \$75K+	22%	51%	45%	4%
College+ <\$75K	12%	74%	20%	7%
College+ \$75K+	33%	66%	27%	7%
0-1 of 4	24%	71%	24%	5%
2 of 4	14%	50%	50%	0%
3 of 4	12%	91%	9%	0%
4 of 4	50%	55%	36%	10%
North Region	19%	63%	31%	6%
Central Region	62%	64%	31%	5%
South Region	15%	65%	25%	10%

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## Research Design

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# Research Design

WPA Intelligence conducted a study of likely voters in Colorado.

WPA selected a random sample of registered voters from the FRPR District, Colorado voter file using Registration Based Sampling (RBS). The sample for this survey was stratified based on geography, age, and gender. This methodology allows us to avoid post-survey “weighting” which can reduce the reliability of survey results.

Respondents were contacted via live callers (and PTP text) by landlines and cells between March 12-14, 2024. The study has a sample size of n=490 likely voters with a margin of error of  $\pm 4.4\%$  in 95 out of 100 cases.





## **Todd Vitale**

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**Research Team:**

**Danny Pellegrino – Research Associate**

For questions or projects, reach out to us anytime.