

**RESOLUTION NO. 2025-20
OF THE FRONT RANGE PASSENGER RAIL DISTRICT**

**AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT
WITH BURDEKIN & ENGLISH, LLC
FOR BRAND AND MESSAGING DEVELOPMENT SERVICES**

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

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

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

WHEREAS, the District is undertaking a comprehensive Ballot Access and Public Engagement Program in preparation for a potential November 2026 ballot referral, which requires a clear, consistent, and compliant brand and messaging framework to support public education, outreach, and coordination across multiple contractors and partners; and

WHEREAS, the General Manager solicited interest and pricing from six (6) qualified firms capable of providing brand and messaging development services and conducted interviews with four (4) firms, with participation from members of the District’s Governmental Affairs and Communications leadership, including the Governmental Affairs Communications Chair; and

WHEREAS, following that review and interview process, the General Manager determined that Burdekin & English, LLC possesses specialized expertise and demonstrated experience uniquely suited to the District’s needs, including public-sector branding, non-advocacy compliance, transportation infrastructure messaging, and rapid deployment in support of complex, multi-contractor outreach efforts; and

WHEREAS, Burdekin & English, LLC has prior experience working with public agencies subject to the Colorado Fair Campaign Practices Act, the Taxpayer’s Bill of Rights (TABOR), and the Colorado Uniform Election Code, and has demonstrated the ability to deliver brand and messaging products that are informational, compliant, and adaptable across platforms; and

WHEREAS, the proposed contract, including Exhibit A (Scope of Services), establishes clear deliverables, a defined term, a not-to-exceed amount of \$150,000 for the initial task order,

and provisions addressing confidentiality, ownership of work product, compliance with open records laws, and termination; and

WHEREAS, the General Manager recommends approval of the contract with Burdekin & English, LLC as a professional services agreement, consistent with the District's Procurement Policies and in the best interest of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Front Range Passenger Rail District that:

1. Approval of Contract.

The Board hereby approves and authorizes the execution of a sole-source professional services contract with Burdekin & English, LLC for brand and messaging development services, substantially in the form presented to the Board, including Exhibit A (Scope of Services).

2. Authorization to Execute.

The Board authorizes the General Manager to execute the contract and any non-substantive amendments consistent with this Resolution, subject to the contract's not-to-exceed amount and term.

3. Compliance and Oversight.

All services performed under the contract shall remain strictly informational and non-advocacy in nature and shall comply with applicable state law, including the Colorado Fair Campaign Practices Act and the Colorado Uniform Election Code. The General Manager shall oversee performance and ensure compliance with all contractual requirements.

4. Effective Date.

This Resolution shall take effect immediately upon adoption.

APPROVED this 19th day of December 2025.



Chair

ATTEST:

Joan Peck

Secretary

CONTRACT FOR SERVICES

This contract for services (the “Contract”) is made and entered into as of December 19, 2025 by and between Burkekin & English LLC (the “Consultant”) and the Front Range Passenger Rail District, a body politic and corporate and a political subdivision of the State of Colorado (the “District”) (each individually referred to herein as a “party” and collectively as the “parties”).

RECITALS

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

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

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

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

TERMS AND CONDITIONS

1. Scope of Services

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

2. Period of Services and Termination

The period for providing the services and deliverables under this Contract shall commence on December 19, 2025. All services to be provided under this Contract will continue through February 27, 2026, and up to \$150,000 spent for the first task order unless extended by board approval. The Contract will terminate upon completion of the Services or unless earlier terminated. Either Party shall have the right to terminate this Contract without cause with a 15-day notice. Upon termination, Consultant shall provide an invoice for all services provided as of the date of such notice, and the District shall pay Consultant for all services provided to the date of such notice.

3. Compensation

The District will pay Consultant an amount not to exceed \$150,000 for the first task order payable as set forth in Section 4. This sum shall compensate Consultant for the performance of all the technical rail services. Any Consultant travel will be pre-approved by the District and will be separately invoiced for reimbursement within 30 days of associated travel.

4. Payment and Invoicing

- a. Payment shall be made in equal monthly amounts across the three-month work period for the months of December through February as described in Exhibit A below. Final payment will not be made until after completion of all work product.
- b. Payment shall be made within 30 days following the receipt of the invoice by the District (“Due Date”), provided that the District receives such invoice before the regular monthly draw date (which date is the 15th day of each month unless Consultant receives written notice from the District of any change to that date). Consultant shall submit invoices each month to fronrangeprd@bill.com, with a copy to procurement@frprdistrict.com.
- c. If the District objects to any invoice submitted by Consultant, the District shall so advise Consultant in writing giving reasons therefor. If any invoice submitted by Consultant is disputed by the District, only that portion so disputed may be withheld from payment, and the remainder shall be payable within the timeframe set forth in this Section 4.

5. Annual Appropriation

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

6. Consultant Personnel

Shawn English shall be Consultant’s contact with respect to this Contract and performance of the Services. In providing such services, Consultant shall make available professionals of recognized experience and qualifications to work on this matter. Consultant represents that at all times in the performance of the Services, Consultant’s personnel shall comply with any and all applicable laws, codes, rules, and regulations. The Consultant understands and acknowledges that the District, its Board, and employees are subject to Colorado’s Fair Campaign Practices Act, TABOR, and the Uniform Election Code of 1992.

7. Indemnification

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

8. Relationship of the Parties

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

9. Work Product; Open Records

- a. Delivery of the Services may require the Consultant to use data belonging to the District. Any data provided by the District will remain property of the District. Additionally, all Records prepared by Consultant in connection with the Services shall become property of the District. Consultant shall execute written assignments to the District of all rights (including common law, statutory, and other rights, including copyrights) to the same as the District shall from time to time request. For purposes of this Section 9, "Records" includes any data, materials, information, documents, or work product created by any employee or subconsultant in connection with the performance of the Services under this Contract.
- b. The Parties acknowledge that the Records under and related to this Contract may be subject to the Colorado Open Records Act, Section 24-72-201, *et seq.*, C.R.S. In the event of a request to the District for disclosure of information identified by Consultant as Consultant's "Confidential Commercial and/or Financial Information," the District shall advise Consultant of such request to give Consultant the opportunity to object to the disclosure of such information. In the event of the filing of a lawsuit to compel such disclosure, the District shall tender all such material to the court for judicial determination of the issue of disclosure and Consultant agrees to intervene in such lawsuit to protect and assert Consultant's claims of confidentiality against disclosure of such material. Consultant further agrees to defend, indemnify, save, and hold harmless the District, its officers, agents, and employees, from any claim, damages, expense, loss, or costs arising out of Consultant's intervention to protect and assert Consultant's claims of confidentiality against disclosure under this Section 9 including, without limitation, prompt reimbursement to the District of all reasonable attorneys' fees, costs, and direct damages that the District may incur directly or may be ordered to pay by such court.

10. Ownership of Work Product

All materials, products, works, deliverables, inventions, developments, documents, data, and other items of any kind (collectively, "Work Product") that are created, developed, conceived, or produced by the Contractor, whether alone or jointly with others, in the course of or in connection with services performed for the District shall be deemed "work made for hire" and shall be the sole and exclusive property of the District. To the extent any such Work Product does not qualify as a work made for hire, the Contractor hereby irrevocably assigns to the District all right, title, and interest in and to such Work Product.

11. Confidentiality

The Contractor shall maintain strict confidentiality regarding all non-public information obtained through this engagement, including but not limited to planning documents, strategies, timelines, negotiations, internal communications, and stakeholder discussions. The Contractor shall not disclose confidential information to any third party without prior written authorization

from FRPRD and shall comply with any confidentiality or nondisclosure agreements required by the District.

12. Delivery and Survival

Upon request, and in any event upon termination or expiration of this Agreement for any reason, the Contractor shall promptly deliver to the District all Work Product, in whatever form or medium, created under this Agreement. The obligations set forth in this section shall survive the termination or expiration of this Agreement.

13. No Discrimination in Employment

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

14. Conflict of Interest

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

15. Amendments

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

16. Time of Essence

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

17. Counterparts

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

18. Successors and Assigns

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

19. Disputes

In the event of a dispute between the parties, arising out of or related to this Contract, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute through good faith negotiations, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such efforts fail to resolve the dispute, either party may bring a cause of action in accordance with Section 19.

20. Applicable Law and Venue

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

21. Enforceability

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

22. Entirety of Agreement

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

23. Waiver

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

24. Notices

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

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

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

If to Consultant: Burdekin English, LLC
5496 Seneca Place
Boulder, CO 80303
E-Mail: shawn@burdekinenglish.com

[Signature page follows]

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

Front Range Passenger Rail District

By: 
Sal Pace
General Manager

Burdekin & English LLC

By: 
Name: Shawn English
Title: Founder



Exhibit A. Approach, Scope of Services & Deliverables

December 19, 2025

Re: Statement of Work – Brand & Messaging Development, Visual Identity, and Website Refresh Strategy

Dear Sal,

Thank you again for the opportunity to collaborate with the Front Range Passenger Rail District on this important effort. We are honored to submit this Statement of Work and are genuinely excited to partner with the District at such a pivotal moment in the evolution of passenger rail along Colorado's Front Range.

As articulated in the scope outlined provided to our team on Tuesday, December 16th, this engagement represents a unique opportunity to help translate years of technical planning and coordination into clear, accessible, and human-centered communications - ones that explain the public value, community benefits, and lived experience of passenger rail while reinforcing the District's role as a trusted steward of major civic infrastructure. We deeply respect the District's responsibility to provide transparent, educational, and non-advocacy communications, particularly as the work aligns with the Ballot Access Plan and the path toward a potential Vote to Refer.

Our proposed approach reflects that responsibility. We view branding not as a single deliverable, but as a coordinated system - bringing together naming, messaging, visual identity, and digital experience to help people understand what the system is, how it works, and what it could mean for their daily lives and communities. Throughout this process, we will lead with community and rider benefits, ground all messaging in clarity and accuracy, and ensure the brand projects the institutional credibility appropriate for a public agency of this scale.

We are particularly energized by the collaborative nature of this scope - working closely with District leadership, Board committees, and staff to build alignment, reach consensus, and deliver tools the District can confidently carry forward. Our team is prepared to mobilize quickly, leverage our diverse subject-matter expertise, and support the District through the sprint-based process leading to the January Board Retreat, then with a 2-week timeframe to produce assets and guidelines based on the outcome of the retreat, and hopefully beyond.

We appreciate the trust you have placed in us and look forward to working together to help make the vision for Front Range passenger rail clear, tangible, and meaningful for communities across Colorado.

Please do not hesitate to reach out with any questions or clarifications as you review the enclosed Statement of Work.

With appreciation and enthusiasm,

Shawn English
Principal
Burdekin English Design



**PHASE 1:
BRAND STRATEGY & MESSAGING SPRINT**
DECEMBER -FEBRUARY

**PHASE 2 (NOT COVERED IN THIS CONTRACT):
CREATIVE DEVELOPMENT & LAUNCH**
FEBRUARY - JULY (LIVE IN MARKET BY APRIL)

DEFINE THE STRATEGY

Identify brand opportunities, audience insights, messaging strategies and a name

- Landscape assessment
- Website Audit
- Initial Target Profile for key audience(s)
- Message Map for 5 audiences
- Naming

DESIGN THE BRAND

Create a strategy, storytelling framework and visual brand system

- *Message Testing (optional)*
- Strategic Framework
- Final Messaging Framework
- Logo/Identity + Look & Feel
- Storytelling for Key Elements
- Messaging Visual Mock-Ups
- Website design recommendations to inform UX design

DEVELOP THE CREATIVE

Shape the strategy into a cohesive story across channels and key touchpoints.

- *Message Testing (optional)*
- Integrated Activation Brief
- Media Plan with Confirmed Target(s)
- Creative Development for Program
- [Website Design / Creative Direction*](#)
- [Brand Guidelines and Templates*](#)

DEPLOY THE CAMPAIGN

Launch program and monitor to make adjustments to messaging and creative as needed.

- Assets + Production
- Launch Integrated Program
- Weekly Monitoring + Reports
- Adjustments to Media and Creative (as needed)
- Final Wrap Report

*Revised scope indicated these elements be part of Phase 1 but due to timing, budget, and potential board input we recommend addressing these deliverables after the Board Meeting

Revised Project Roadmap: PHASE 1 // Dec-mid-Feb



BRAND STRATEGY & MESSAGING SPRINT

DEFINE THE STRATEGY

DEVELOP THE BRAND

OBJECTIVES Identify brand opportunities, audience insights, messaging strategies and a name

OBJECTIVES Create a strategy, storytelling framework and visual brand system

- ACTIVITIES**
- Spark Session: virtual kickoff, brand briefing, hypotheses, visioning and ways of working to finalize sprint work plan
 - Immersion: glean insights from district polling research, review background information including existing benefits, challenges, experience, etc.
 - Stakeholder Interviews (4-6) to gain insights from critical communities along Front Range
 - Brand and landscape audit, including ridethefrontrange.com website, design, messaging and naming
 - Assess key audience profiles with demographics and problems to solve (e.g., citizens and prospective riders, taxpayers, local government partners, federal and state agencies, business community) - provided by FRPL
 - Define brand voice and messaging tailored to residents/riders, taxpayers, partners, agencies, and businesses
 - Create naming territories and generate name options, narrow and select 3-4 for trademark search and registration (FRPR)

- Develop Public Benefits Messaging Framework focused on key proof points (experience, savings, regional benefits, connectivity, and community)
- Presentation with core team to share strategy, messaging and final name, FRPR's value proposition and long-term vision
- Create a distinctive visual system based on one final approved name with colors, fonts, imagery, iconography, etc. applied to 3 key touchpoints.
 - Three logo options will be shared, team will narrow to one final direction
- Create storytelling framework centered on destinations, experience, multimodal connections, and community/economic development
- Facilitate Board Worksession (in person) to collaborate on strategy, messaging, naming, identity and design for approval prior to activation work.
- Develop a series of visual brand messaging mock-ups, in various formats (such as a poster, a flyer, a social media post), that will serve as look & feel guidelines that will set the tone for future brand content developed in subsequent phases.
 - Five visual mock-ups
- Website audit + initial design and functionality recommendations including non-programmed visual mock-up of the landing page demonstrating look & feel consistent with the new branding to guide subsequent development

- DELIVERABLES**
- Best practice landscape and messaging assessment of top 3-5 systems & aspirational experiences
 - Message Map for key audiences (citizen and prospective riders as primary)
 - Naming territories and and final name options (up to 20 initially scanned names; FRPR to conduct final trademarking and name selection)

- Public Benefits Messaging Framework
- Brand strategy + comprehensive storytelling framework
- Logo design (final files + usage specs)
- Board retreat workshop + documentation
- Website audit + initial recommendations + visual mock-up of landing page
- Brand Messaging Visual Mock-Ups

Revised Consulting Scope Outline & Fee



Our Professional Fees for the strategic and creative deliverables in Phase 1 Sprint is \$150,000 excluding research and out-of-pocket expenses. The preliminary timeline assumes an immediate start, which enables us to complete the work through Phase 1 in time to develop a robust work session for the board, assuming timely feedback and approvals. Timeline also requires an expedient turnaround from presentation to feedback (typically 24 hours).

Phase 1: Brand Strategy + Messaging Sprint // 6 weeks culminating February, 27 2025

SCOPE

- Best practice landscape and messaging assessment of top 3-5 systems & aspirational experiences
- Trendcast of relevant audience and cultural shifts
- Initial Target Profile for key audience(s)
- Message Map for up to 5 audiences (citizen and prospective riders as primary)
- Naming territories and final name options (up to 20 initially scanned names; FRPR to conduct final trademarking and name selection)
- Public Benefits Messaging Framework
- Brand strategy + comprehensive storytelling framework
- Logo design (final files + initial usage specs: 4-5 page digital document)
- Website audit + initial design and functionality recommendations including visual mock-up of the landing page demonstrating look & feel consistent with the new branding
- Brand Messaging Visual Mock-Ups
- Board Retreat Workshop Facilitation (one day in-person) with Board for strategy & design

FEES

\$150,000 excluding research and OOP costs. This is a fixed-fee that will be invoiced every 30 days or as defined in the contract.

- *The fixed consultant fee is divided into professional fee and Out-of-Pocket costs (media, research, print and/or video production, stock or commissioned photography, etc.). Cost of full trademark search and name registration is the responsibility of the client.*
- *The scope of services included in this project encompasses all items explicitly listed within this proposal. Any additional services or modifications outside of this initial scope will be mutually agreed upon by both parties and may be subject to additional fees.*
- *Our approach, timing and fee accounts for up to two rounds of revisions and one weekly status meeting. If additional rounds are required, meetings are needed, and/or the timeline is extended two weeks past agreed-upon dates, additional fees may apply.*
- *Out-of-pocket costs for production and media will be submitted once the concepts are approved.*

Out of Scope (until Phase 2)



These elements will be part of the next phase of work, after the successful conclusion of Phase 1, beginning on or after February 27 to allow us to meet timeline and budget requirements.

SCOPE FOR PHASE 2:

Brand Strategy, Identity & Messaging

- Brand Asset Library of graphics, icons, infographic templates, and design elements for District use
- Comprehensive Brand Guidelines & Visual Identity Manual

Website Refresh:

- Provide in-depth design recommendations, for all pages, and creative direction for a benefits-first website rebrand
- Redefine user experience for homepage and navigation beginning January 2026
- Develop strategy for integrating new brand identity throughout the site
- Create visual assets, graphic elements, and storytelling concepts emphasizing destinations and experiences
- Provide creative direction for the District's on-call web design team
- Recommend enhanced storytelling features (interactive maps, visualization tools, benefit calculators, timelines)
- Guide future content integration (Station Area Planning, outreach activities, Ballot Access Plan)
- Deliver brand, UX, and design specifications for full website overhaul