



**TOWN OF CASTLE ROCK  
SERVICES AGREEMENT  
(Arc Flash Safety Assessment Program – Castle Rock Water)**

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**DATE:**        January 30, 2026.

**PARTIES:**   **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (the “Town”).

**BURNS & MCDONNELL ENGINEERING COMPANY, INC.**, a Missouri corporation, with a local address of 9191 South Jamaica Street, Englewood, Colorado 80112 (“Consultant”).

**RECITALS:**

- I.       The Town issued a Request for Proposals from qualified consultants with experience in performing comprehensive arc flash hazard assessment and short-circuit study services.
- II.      Consultant timely submitted its Proposal.
- III.     The Town wishes to engage Consultant to provide the services more fully described in the following Agreement and Exhibits.

**TERMS:**

1.       **Scope of Services.** Consultant shall provide to the Town all of the services as set forth on ***Exhibit 1*** (“Services”). Consultant shall complete the Services consistent with standards and practices of the profession.

2.       **Payment.** Consultant shall invoice Town for the Services rendered in accordance with the rate and fee schedule set forth in ***Exhibit 1***. The Town shall not be required to pay for Services found to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, or not in conformance with applicable federal, state, and local laws, ordinances, rules and regulations. Subject to the foregoing, the Town shall remit payment to Consultant within thirty (30) days of receipt of such invoice. In no event shall the total payment to Consultant for the Services under this Agreement exceed **\$481,017.00**, unless authorized in writing by Town.

3.       **Term.** The term of this Agreement shall commence upon execution of this Agreement and expire on **December 31, 2026** (the “Term”). The Parties may mutually agree to extend the Term of this Agreement under the same terms and conditions by executing a written amendment to this Agreement prior to the expiration of this Agreement. Nothing in this Section prohibits the Parties from amending the payment section should the Parties elect to extend the Term of the Agreement. Consultant shall complete any Services in progress as of the expiration date unless directed otherwise by the Town. Consultant shall devote adequate resources for timely completion of the Services in accordance with the standards specified in this Agreement. Consultant shall perform the Services under this Agreement using a standard of care, skill and



diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

4. **Termination.** Town shall have the right to terminate this Agreement with or without cause at any time with ten (10) days' written notice to Consultant. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination. Upon termination, Consultant shall immediately turn over all work product, materials, and deliverables created up to the point of termination.

5. **Subcontractors.** Consultant may utilize subcontractors to assist with specialized services as necessary to complete the Services. Consultant will submit any proposed subcontractor and the description of subcontractor services to the Town for its prior approval.

6. **Annual Appropriation.** The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the continuance of the Agreement, the Agreement shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.

7. **Assignment.** This Agreement shall not be assigned by either Party without the written consent of the other Party.

8. **Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other Party or Parties. Such notice shall be deemed given when deposited in the United States mail.

9. **Insurance.**

A. **General Conditions:** Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VII" or better. Each policy shall require notification to the Town in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the Town. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Town by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s). Consultant shall be responsible for the



payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. All commercial and automobile liability policies shall have the following additional provisions:

- Severability of interests or separation of insureds provision;
- Provision that coverage is primary and non-contributory with other coverage maintained by the Town;
- The underlying Agreement is an “insured contract” under the policy;
- Defense costs shall be outside the policy limits for liability coverage.

**B. Proof of Insurance:** Consultant may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as *Exhibit 2*, preferably an ACORD form, complies with all insurance requirements of this Agreement. The Town’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant’s breach of this Agreement or of any of the Town’s rights or remedies under this Agreement. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled or terminated until at least 30 days prior written notice has been given to the Town. If the words “endeavor to” appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate.

**C. Additional Insureds:** For Commercial General Liability and Automobile Liability, Consultant and subcontractor’s insurer(s) shall include the Town, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town as additional insured.

**D. Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability, Town and Consultant’s insurer shall waive subrogation rights against each other and their elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town.

**E. Subcontractors:** Consultant shall confirm and document that all subcontractors (including independent consultants/contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Consultant and appropriate to their respective primary business risks considering the nature and scope of services provided.

**F. Workers’ Compensation and Employer’s Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer’s Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.



G. **Commercial General Liability:** Consultant shall maintain a Commercial General Liability insurance policy with combined single limits of \$1,000,000 for each occurrence and \$2,000,000 products and completed operations aggregate, and \$2,000,000 general aggregate (per project). The policy shall provide coverage for all claims for bodily injury, property damage (including loss of use), products and completed operations, and contractual liability.

H. **Automobile Liability:** Consultant shall maintain Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

I. **Professional Liability (Errors & Omissions):** Consultant shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years after the completion of the services.

10. **No Waiver of Colorado Governmental Immunity Act.** The Parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

11. **Indemnification.** Consultant expressly agrees to indemnify the Town or any of its officers, agents or employees from any and all claims for bodily injury and property damage or claims resulting from Consultant's professional services which are the subject of this Agreement, including by, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Consultant or any of their employees or agents in performing Services pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Consultant. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

12. **Delays.** Any delays in or failure of performance by any Party of the obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

13. **Additional Documents & Entire Agreement.** The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement. Further, this Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

14. **Time is Important.** If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either Party, then this Agreement, at the option of the



Party who is not in default, may be terminated by the non-defaulting Party, in which case, the non-defaulting Party may recover such damages as may be proper.

15. **Default and Remedies.** In the event either Party should default in performance of its obligations under this Agreement, and such default shall remain uncured for more than ten (10) days after notice of default is given to the defaulting Party, the non-defaulting Party shall be entitled to pursue any and all legal remedies (subject to the following limitations on damages), and recover its reasonable attorney's fees and costs in such legal action. In no event shall either Party be liable for lost profits or incidental, consequential, punitive or exemplary damages. Consultant's liability hereunder shall be limited to (a) insurance proceeds paid, or (b) in the event that insurance does not timely pay, to the payment made to Consultant under this Agreement; provided however, that should insurance proceeds not be available or paid out due to Consultant's failure to possess or maintain insurance coverage as required by this Agreement, or through any other act or failure to act by Consultant impacting the availability or payment of insurance proceeds, the aforementioned limitation on liability shall not apply. Town's liability shall be limited up to the payment made to Consultant under this Agreement.

16. **Waiver.** A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

17. **Venue, Choice of Law and Disputes.** Venue for all legal actions shall lie in the District Court in and for the County of Douglas, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Municipal Code, rules, regulations, Executive Orders, and fiscal rules of the Town.

18. **Americans with Disabilities Act.** Consultant agrees that any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement, to include website design services, will comply with all requirements of the Colorado Anti-Discrimination Act, Title II of the Americans with Disabilities Act and, where applicable, Section 504 of the Rehabilitation Act and the Architectural Barriers Act. To the extent any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement fail to comply with the requirements of this Section, Consultant shall indemnify the Town in accordance with the terms of this Agreement and, at the Town's option, shall re-vise, re-construct, or similar, the non-compliant deliverable, work, service, or equipment, or reimburse the Town for the cost associated with bringing the non-compliance deliverable, work, service or equipment into compliance. These indemnification obligations shall survive the expiration or termination of this Agreement.

19. **No Discrimination in Employment.** The Town is a governmental agency and, therefore, in connection with the performance of Work or Services under this Agreement, Consultant shall not 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, gender identity or gender expression, marital status, or physical or mental disability, or any other protected class under Federal or State law; and Consultant shall insert the foregoing provision in any subcontracts hereunder.



20. **Title VI Compliance.** To the extent applicable, Consultant shall maintain its current and future compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., as amended, which prohibits the exclusion from participation, denial of the benefits of, or subsection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin.

21. **Advertising and Public Disclosure.** Consultant shall not include any reference to this Agreement or goods or services provided pursuant to this Agreement in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Town. Nothing herein, however, shall preclude the transmittal of any information to officials of the Town, including without limitation, the Town Attorney, Town Manager, and the Town Council.

22. **Ownership of Documents, Open Records, and Copyright.** Any work product, materials, and documents produced by the Consultant pursuant to this Agreement shall become joint property of the Town and Consultant upon delivery and shall not be made subject to any copyright or made confidential or protected in any manner unless authorized by the Town. Other materials, methodology and proprietary work used or provided by the Consultant to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Consultant and the Consultant reserves all rights granted to it by any copyright. However, Consultant acknowledges and understands that the Town is subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et seq. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted, confidential or protected material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-201, et seq., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Consultant waives any right to prevent its name from being used in connection with the Services.

Consultant shall strive so that all Services or Work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. Consultant shall not utilize any protected patent, trademark or copyright in performance of the Work or Services unless Consultant has obtained proper permission and all licenses, releases and other necessary documents. Consultant releases and indemnifies the Town, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liabilities actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of the Work or Services under this Agreement which infringes upon any patent, trademark or copyright protected by law. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

23. **Authority.** The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town and the Consultant and bind their respective entities. This Agreement is executed and made effective as provided above.

24. **Digital Accessibility.** Consultant shall be responsible for verifying that all deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement comply with Colorado law governing digital accessibility, including but not necessarily limited to at a minimum conforming with the current Web Content Accessibility



Guidelines (“WCAG”) followed by the State of Colorado. To the extent any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement fail to comply with the requirements of this Section, Consultant releases and indemnifies the Town, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liabilities actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, said failure. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

25. **Independent Contractor.** Consultant and the Town hereby represent that Consultant is an independent contractor for all purposes hereunder. Consultant is not covered by any worker’s compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Consultant shall not create any indebtedness on behalf of the Town.

26. **No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Town or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

27. **Counterparts & Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by electronic mail. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

28. **Licenses/Taxes.** Consultant affirms it is licensed to do business in the State of Colorado and is in good standing. Further, Consultant shall be solely responsible for paying all applicable taxes associated with or rising out of this Agreement.

29. **Confidentiality.** Consultant agrees that it shall treat as confidential all information marked as such provided by the Town regarding the Town’s business and operations. All confidential information provided by the Town hereto shall be used by Consultant solely for the purposes of rendering services or work pursuant to this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third party without the prior consent of the Town. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a Party, any auditor of the Parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.



30. **Work with Construction Contractors.** In the event the Town enters into a construction contract with a third-party contractor (“Construction Contractor”), and Consultant works with the Construction Contractor on the Arc Flash Safety Assessment Program Project, this Section applies to the Agreement. Consultant shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or safety precautions or programs for which the Construction Contractor is responsible for. Nor will Consultant be responsible for a Construction Contractor’s failure to perform construction work in accordance with a contract entered into between the Town and the Construction Contractor, nor will Consultant be responsible for damage to the Project site solely attributable to a Construction Contractor, and nothing in this Agreement is intended to create any such responsibility of Consultant. Consultant shall not have control over or charge of, and shall not be responsible for, ensuring the Construction Contractor is performing construction work in accordance with a construction contract entered into between the Town and the Construction Contractor.

31. **Priority of Provisions.** In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control: (1) this Agreement; (2) Exhibit containing Consultant’s Certificate of Insurance; (3) Exhibit containing Scope of Services and Fee Schedule; and (4) all other documents.

**ATTACHED EXHIBITS:**

EXHIBIT 1 – SCOPE OF SERVICES AND FEE SCHEDULE

EXHIBIT 2 – CONSULTANT’S CERTIFICATE OF INSURANCE

**[SIGNATURE PAGE TO FOLLOW]**





**ATTEST:**

**TOWN OF CASTLE ROCK**

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Jason Gray, Mayor

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
Kaitlin Parker, Assistant Town Attorney

\_\_\_\_\_  
Mark Marlowe, Director of Castle Rock Water

**CONSULTANT:**

**BURNS & MCDONNELL ENGINEERING COMPANY, INC.**

By: Jason Schaefer  
(Signature)

Jason Schaefer  
(Print Name)

Its: Vice President  
(Title)

## **EXHIBIT 1**

### **SCOPE OF SERVICES AND FEE SCHEDULE**

# Section 1 Scope of Services

## Electrical System Studies Project

The Town of Castle Rock's Water Department (Town) requested Burns & McDonnell (Consultant) complete individual Arc Flash studies (i.e. short-circuit, protective device coordination, and arc flash analysis) and updated as-found one-line diagrams for forty-nine (49) CRW sites, inclusive of five WTPs, eleven Pump Stations, nine Lift Stations, one Surface Water and twenty-three Well Sites

This scope includes site investigation of the electrical equipment, condition assessment, as-found one-line, coordination studies, required breaker setpoints, and arc flash labels for the facilities.

## Scope of Services

Consultant will perform the following engineering services at the following:

- Five (5) WTP: Founders, Miller, Ray Waterman, PCWPF and Meadows
- Eleven (11) Pump Stations: Hillside, Crystal Valley, Plum Creek, Red Zone, Citadel, Blue Zone, Diamond Ridge, Milestone, Tan Zone, Ravenna, and Plum Creek Diversion & Pump Station;
- Nine (9) Lift Stations: Mitchell Creek, Castlewood 1, Castlewood 2, Sellars Gulch, Meadows 5, Meadows 15, Meadows 17, Castle Oaks, and Maher;
- One Surface Water: CR-1;
- Twenty-three (23) Well Sites: Enderud Well House (WH), Weaver 1 WH, Weaver 2 WH, Meadows A7 WH, Meadows A3/D5 WH, Meadows A4 WH, Meadows A5 WH, Meadows A1 WH, Meadows A2 WH, Meadows A8 WH, Meadows A11 WH, Meadows A13 WH, Meadows A12 WH, Woodlands 1 WH, Castle Oaks 8 WH, Castle Oaks 7 WH, Castle Oaks 6 WH, Canyon South 1 WH, Well 204 site, Lost Canyon well site, Lanterns well site, Meadows well site, and Heckendorf well site.

## Task 101 – Project Initiation and Management

This task includes reviewing the existing one-line diagrams and reviewing input information and then comparing that data to the existing system. Once the comparison is complete, Consultant will identify additional required information. Consultant will lead a kickoff meeting in person. During the visit, the Consultant will hold a kickoff meeting between the Consultant and Town to review the following:

- Site visit schedule and expectations.
- Project team members.
- Roles and responsibilities.
- Administrative procedures covering correspondence and tracking systems for transmittals.
- Town review process, hold points, and durations.
- Project schedule and milestones.
- Scope overview.
- Project one-lines and equipment to be labeled.

Consultant will lead virtual bi-weekly progress meetings over Teams. Each meeting is assumed to last one-hour and attended by Project Manager and Electrical Engineer.

### **Task 102 – Field Data Collection**

Following the kickoff meeting, Consultant will perform a site visit to collect data as required to identify key parameters of major electrical equipment and system configuration.

- Consultant will work with Town's electrical staff to gather data from major electrical equipment through planned outage(s).
- It is anticipated that all sites can be shut down for data collection.
- Any required outages will be discussed and scheduled with Town staff and planned through a Method of Procedure (MOP) two weeks prior to the outage.
- A Town representative will accompany field data gathering efforts to provide access to all sites.
- A Town Electrician will de-energize equipment and act as the qualified personnel to examine electrical equipment.
- Outstanding data not collected during the site survey will be collated into a data request for the Town to provide.

The Consultant shall work with the Town to understand the efforts for recent and planned CRW projects where arc-flash studies are completed or underway. This includes reviewing and validating information from such projects against current field conditions.

### **Task 103 - Model Creation, Coordination Study, and Arc Flash Analysis**

Using the data provided by the Town and from the Consultant's site visit, the Consultant will:

- Create a new ETAP model for each Facility based on the previous Study data as well as the results of the data collection effort. The latest version of ETAP will be utilized for the Study, which permits the use of IEEE 1584 equations.
- Configure up to five (5) operating scenarios within the ETAP (all motors on, all motors off, min/max utility and generator contribution), which will be used to execute the arc flash analysis. These scenarios will be approved by Town before the analysis is performed.
- Perform a short circuit study to evaluate the momentary and interrupting duties of the plant equipment compared to the available fault current. Both normal and abnormal (but plausible) operating conditions will be evaluated. A short-circuit narrative summarizing the system and the results will be included in the full report.
- Develop time-current coordination curves for the MV and LV switchgear and MCC buses. Consultant will then perform a protective device coordination study to determine if protective devices provide adequate selectivity to balance between operations and maintenance of equipment.
- Perform an Alternating Current (AC) arc flash analysis for systems greater than 208V less than or equal to 13.8kV. The following equipment will be studied.
  - Medium Voltage (MV) switchgear buses.
  - MV motor control centers.
  - Low Voltage (LV) switchgear buses.
  - LV motor control center buses.
  - LV distribution panelboards (except as excluded above).
  - LV control panels (except as excluded above).
  - DC system analysis is not included but can be provided for an additional fee.

As part of model development, Consultant will structure the ETAP models to support direct generation of one-line diagrams. These one-lines will then be converted to AutoCAD 2022 format.

## Task 104 – Reporting, Review and Closeout

Once the ETAP model is built and the studies are performed, Consultant will perform the following:

- Develop a draft arc flash study report and issue it to Town for review. The draft Study report will include the results of the incident energy calculations for each bus. An example One-line generated from ETAP will be issued with draft Study report.
- Where the incident energy exceeds the incident energy thresholds based on the equipment type and voltage below, Consultant will provide a list of potential mitigation alternatives for future evaluation.
  - MV switchgear, starters, and similar equipment:  $>40 \text{ cal/cm}^2$ .
  - Secondaries of medium to low voltage transformers protected by upstream devices:  $>40 \text{ cal/cm}^2$ .
  - LV substation switchgear/switchboard buses (load side of main breakers, including tie and feeder breaker cells):  $>40 \text{ cal/cm}^2$ .
  - LV motor control centers, power panels, and similar equipment directly supplied from low voltage switchgear/switchboard feeder breakers:  $>12 \text{ cal/cm}^2$ .
  - LV equipment supplied from MCCs, power panels, etc.:  $>8 \text{ cal/cm}^2$ .
  - Secondary devices of LV isolation transformers on VFD, UPS, 240V equipment with available fault current 2000A or greater, etc.:  $>8 \text{ cal/cm}^2$ .

Town will have two (2) weeks to review the draft study report and provide comments. Following receipt of Town's review comments to the draft Study report and One-lines. Consultant will host an in-person review meeting to discuss the outcomes of the report and Town's review comments. Each review meeting is assumed to last (4) four hours and will be attended by Project Manager and Electrical Engineer.

Following completion of the draft study and prior to issuance of the final report, the Consultant shall provide overcurrent protective device setting setpoints recommended by the study. Town shall work with their electricians to perform overcurrent protective device (OCPD) setting adjustments per recommendation. Consultant shall prepare and apply updated arc flash labels to all the equipment after Town confirms adjustment of OCPD settings.

- Final study report shall be issued after the arc flash labels are applied.

Following completion of the final report, the consultant shall provide final As-found One-lines to the Town.

Consultant shall develop all one-line diagrams directly from the ETAP model created as part of this Agreement. This is to ensure consistency between the study results and the record drawings, and to eliminate the need to recreate data. All one-line diagrams shall be delivered to the Town in AutoCAD format.

## Deliverables

- Consultant will provide the following deliverables for each of the forty-nine sites:
  - Kickoff meeting agenda and notes.
  - Data request package.
  - Draft Study report.
  - Final Study report, including:
    - Electronic copy of the final report.
    - Single-line drawings from ETAP
    - PDFs of the arc flash labels.
  - Arc flash labels.
  - Labels will be based on Town's standard labels.
  - Electronic copy of the final ETAP model.

- One-line diagrams in AutoCAD 2022 format.
- Electronic documentation will be provided on two (2) sets of secure cloud-based file transfer or Town-approved electronic delivery method.

### **Responsibilities of Town**

- Town will provide in connection with this Scope of Services the following:
  - Provide current versions of the facility's one-line drawings within two (2) weeks of Notice to Proceed.
  - Provide the facility's current protective relay settings.
  - Provide safe access to the site as required.
  - Provide site data requested by Consultant, where data was unable to be collected during the site visit.
  - Designate a person to act as Town's representative with respect to this Scope of Services. Such person shall have authority to transmit instructions, receive information, interpret and define Town's policies and decisions with respect to the project.
  - Provide a dedicated, qualified person to safely open equipment doors, cabinets and locks to allow Consultant to verify nameplate data and protective device settings for the duration of the data collection effort during planned outages.
  - Perform OCPD settings adjustments through their electricians.
  - Provide equipment manufacturers' field services where protective device settings must be performed by a manufacturer's representative.
  - Assist Consultant by placing at their disposal all available information pertinent to the scope of services. Consultant will rely on information made available by Town as accurate without independent verification.

### **Assumptions and Clarifications**

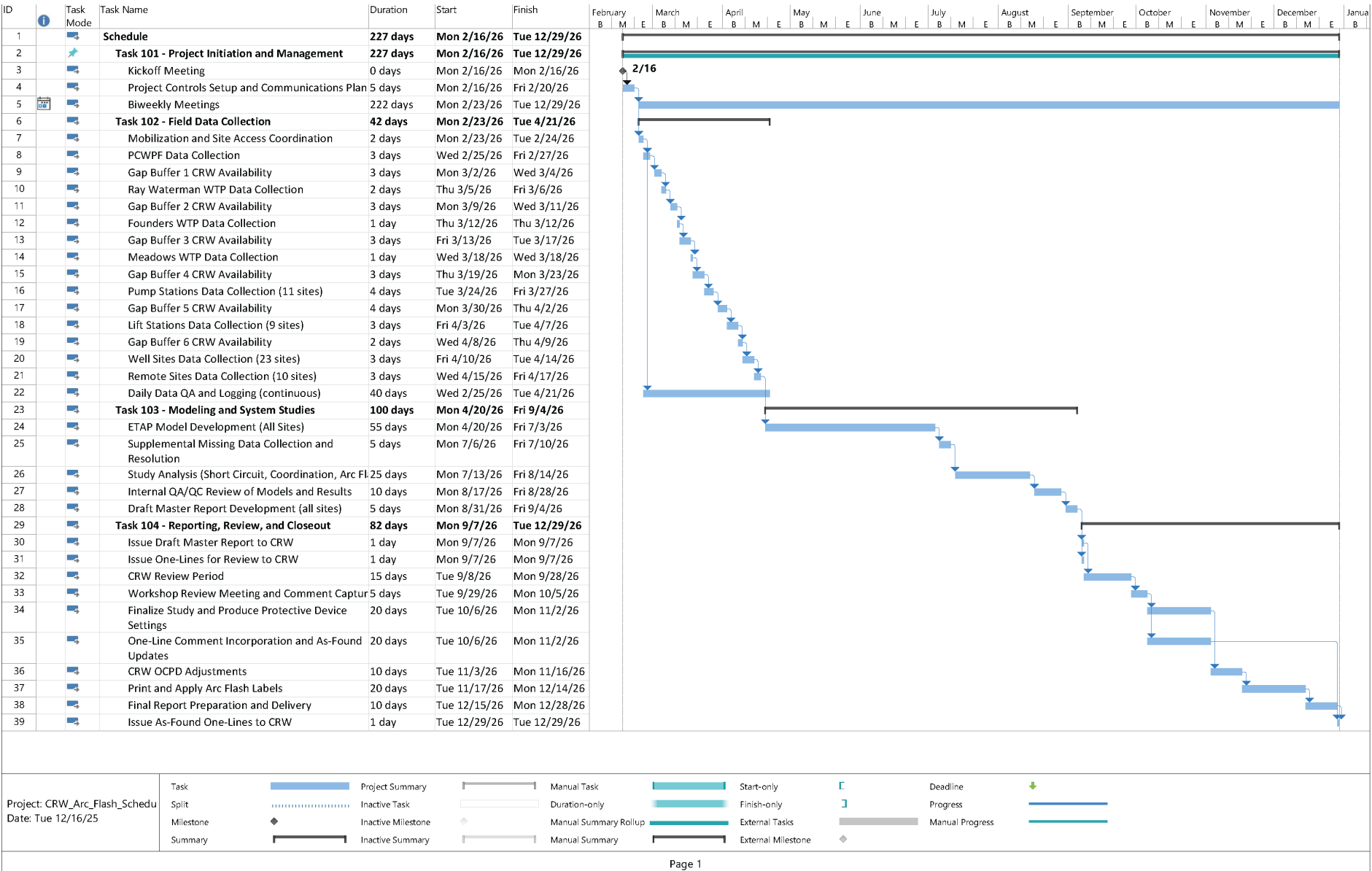
The following assumptions were made regarding this proposal:

- This proposal assumes the following information will be available and can be used for the development of this study.
  - Motor data for inaccessible nameplates.
- This proposal assumes ETAP will be used for system modeling and analysis. If the Town prefers the use of an alternate industry-recognized software platform, Consultant will verify with the Town to confirm software selection and any related considerations prior to initiating detailed modeling.
- Consultant will rely on prior arc flash/short-circuit/coordination studies provided by Town as accurate without independent verification.
- Assume that electrical equipment will be de-energized where it is possible to allow data collection.
- The ETAP electrical system configuration/operating scenarios will be developed based on Town input and recommendations.
- Access will be provided to existing equipment and devices so that site data collection can be accomplished by two (2) engineers in twenty (20) weekdays for all forty-nine (49) sites.
- Consultant's scope of work includes listing observed electrical hazards in the Study report. However, the Consultant will not certify that all electrical hazards were observed or identified.
- Consultant will provide up to 1000 arc flash labels.
- In IEEE 1584, two new parameters must be considered for each apparatus type (i.e. switchgear, switchboard, MCC, or panelboard): a) Enclosure Size Correction Factor, and b)

Electrode Configuration. Apparatuses are represented as buses in ETAP. It is therefore necessary to update each bus in the model with the newly required information. Our approach to implementing these changes is as follows:

- Enclosure Size Correction Factor: We will use typical value for each type of equipment as outlined in IEEE Std 1584-2018 Table 8, unless the field walkdown results in observation of equipment significantly different from these dimensions. Table 8 provides typical enclosure sizes for compartments within switchgear, switchboards, MCC's, and panelboards. In previous studies, we have found these dimensions to be realistic and conservative.
- Electrode Configuration: Five electrode configurations are defined in IEEE Std 1584. The electrode configurations are abbreviated as VCB, VCCB, HCB, HOA, and VOA. IEEE-1584 Table 9 provides guidance regarding electrode configurations for apparatus including switchgear, switchboards, MCCs, and panelboards. It is not realistic or safe to open equipment to evaluate actual electrode configurations as part of this project. Consequently, Consultant will select the electrode configuration based upon site walkdown data, and otherwise upon experience and judgment.
- Consultant's modeling and analysis assumes the Facility equipment is NEC compliant and properly maintained.
- Where accurate cable lengths are not available, Consultant will estimate these based on observed field routing and plan drawings or other agreed-upon means.
- NFPA 70E – Standard for Electrical Safety in the Workplace Table 130.5(C) will be used to determine the tasks which Consultant may perform during field investigation. Any task with the likelihood of an arc flash occurrence will not be performed by Consultant personnel.
- One-line drawings will be developed from the completed ETAP model and converted to AUTOCAD 2022 format.
- Consultant may engage or obtain assistance from its affiliates and subsidiaries including, without limitation, Burns & McDonnell Canada Ltd., Burns & McDonnell Global, Inc. and Burns & McDonnell Engineering India Pvt. Ltd. ("Affiliates") to fulfill Consultant's performance obligations under this Agreement. The Parties agree that contracts, purchase orders or similar agreements between Consultant and any Affiliates are not subcontracts and persons from such Affiliates shall be billed to Owner according to the rate sheet/billing rate defined for the applicable Purchase Order.

Section 2 Action Plan & Schedule







**Fee Schedule:** Consultant will perform the following engineering services according to the following fee schedule:

 **Town of Castle Rock**  
  
**2026 Electrical System Study Project**

Task Series 100	Project Initiation and Management
Task 101	Project Initiaion and Management
Task 102	Field Data Collection
Task 103	Model Creation, Coordination Study, and Arc Flash Analysis
Task 104	Reporting, Review, Closeout
Task Subtotal	
Project Total	

Project Manager	Electrical Engineer	CAD	Quality Control
Vamsi Patwari	Alicia McDonald Aaron Hau	Amelia Rendon	Brian Graeber Paul Swearingen
120	48		
80	400		
40	520	40	
40	400	120	80
280	1368	160	80
280	1368	160	80

Total Hours	Total Cost	Expenses	Subcontracts	Subtotal
168	\$ 46,032	\$ 6,241	\$ -	\$ 52,273
480	\$ 114,960	\$ 7,873	\$ -	\$ 122,833
600	\$ 139,080	\$ 6,833	\$ -	\$ 145,913
640	\$ 151,440	\$ 8,558	\$ -	\$ 159,998
1888	\$ 451,512	\$ 29,505	\$ -	\$ 481,017
1888	\$ 451,512	\$ 29,505	\$ -	\$ 481,017

## Town of Castle Rock Arc Flash Study

No.	Site Name	Quantity	Unit	Total Price
1	Founders WTP	1	LS	\$20,733
2	Miller WTP	1	LS	\$10,781
3	Ray Waterman WTP	1	LS	\$35,662
4	Plum Creek WPF	1	LS	\$54,736
5	Meadows WTP	1	LS	\$20,733
6	Hillside Pump Station	1	LS	\$5,805
7	Crystal Valley Pump Station	1	LS	\$7,464
8	Plum Creek Pump Station	1	LS	\$8,293
9	Red Zone Pump Station	1	LS	\$7,464
10	Citadel Pump Station	1	LS	\$3,317
11	Blue Zone Pump Station	1	LS	\$7,464
12	Diamond Ridge Pump Station	1	LS	\$16,587
13	Milestone Pump Station	1	LS	\$7,464
14	Tan Zone Pump Station	1	LS	\$6,635
15	Ravenna Pump Station	1	LS	\$4,147
16	Plum Creek Diversion & Pump Station	1	LS	\$19,075
17	Mitchell Creek Lift Station	1	LS	\$11,611
18	Castlewood 1 Lift Station	1	LS	\$4,976
19	Castlewood 2 Lift Station	1	LS	\$4,147
20	Sellars Gultch Lift Station	1	LS	\$6,635
21	Meadows 5 Lift Station	1	LS	\$4,976
22	Meadows 15 Lift Station	1	LS	\$6,635
23	Meadows 17 Lift Station	1	LS	\$4,147
24	Castle Oaks Lift Station	1	LS	\$7,464
25	Maher Lift Station	1	LS	\$5,805
26	CR-1 Surface Water	1	LS	\$3,317
27	Enderud Well House	1	LS	\$8,293
28	Weaver 1 Well House	1	LS	\$7,464
29	Weaver 2 Well House	1	LS	\$8,293
30	Meadows A1 Well House	1	LS	\$6,635
31	Meadows A2 Well House	1	LS	\$7,464
32	Meadows A3 Well House	1	LS	\$7,464
33	Meadows A4 Well House	1	LS	\$7,464
34	Meadows A5 Well House	1	LS	\$8,293
35	Meadows A7 Well House	1	LS	\$8,293
36	Meadows A8 Well House	1	LS	\$4,147
37	Meadows A11 Well House	1	LS	\$10,781
38	Meadows A12 Well House	1	LS	\$9,952
39	Meadows A13 Well House	1	LS	\$10,781
40	Woodlands 1 Well House	1	LS	\$8,293
41	Castle Oaks 6 Well House	1	LS	\$8,293
42	Castle Oaks 7 Well House	1	LS	\$8,293
43	Castle Oaks 8 Well House	1	LS	\$8,293
44	Canyon South 1 Well House	1	LS	\$8,293
45	Well 204 Well Site	1	LS	\$7,464
46	Lost Canyon Well Site	1	LS	\$9,123
47	Lanterns Well Site	1	LS	\$8,293
48	Meadows Well Site	1	LS	\$8,293
49	Heckendorf Well Site	1	LS	\$4,976
Sum Total:				\$481,017

### Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	\$83.00
Technician *	6	\$105.00
Assistant *	7	\$127.00
	8	\$176.00
	9	\$208.00
Staff *	10	\$237.00
	11	\$256.00
Senior	12	\$292.00
	13	\$316.00
Associate	14	\$324.00
	15	\$326.00
	16	\$328.00
	17	\$332.00

#### NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (\*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
4. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary, affiliate, related, or associated entity shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
5. The rates shown above are effective for services through December 31, 2026, and are subject to revision thereafter, upon execution of a written amendment to the Agreement by both Parties. The composition or build-up of the rates shown above are not subject to audit, inspection, or review.

**EXHIBIT 2**

CONSULTANT'S CERTIFICATE OF INSURANCE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2026

1/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b>	
<b>INSURED</b> 1569268 BURNS & MCDONNELL ENGINEERING COMPANY, INC. PO BOX 419173 KANSAS CITY MO 64141-6173 PATWARI, VAMSI	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Liberty Mutual Fire Insurance Company	23035
	<b>INSURER B:</b> Steadfast Insurance Company	26387
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 22958862**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	TB2-641-432888-475	12/1/2025	12/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-641-432888-045	12/1/2025	12/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC2-641-432888-015	12/1/2025	12/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>PROFESSIONAL LIABILITY</b>	N	N	EOC 7042179-05	12/1/2025	12/1/2026	\$1M PER CLAIM/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: PROJECT: ELECTRICAL SYSTEM STUDIES PROJECT.

\*\*\*SEE ATTACHED\*\*\*

**CERTIFICATE HOLDER****CANCELLATION**

22958862

TOWN OF CASTLE ROCK, A MUNICIPAL CORPORATION  
100 N. WILCOX ST.  
CASTLE ROCK CO 80104

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TOWN OF CASTLE ROCK ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS ACTING WITHIN THE COURSE AND SCOPE OF THEIR DUTIES FOR THE TOWN ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/ EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER, TEN (10) DAYS NOTICE IN THE EVENT OF NONPAYMENT OF PREMIUM.