



County of Los Alamos

1000 Central Avenue
Los Alamos, NM 87544

Agenda - Final Board of Public Utilities

*Carrie Walker, Chair; Jeff Johnson, Vice-chair; Stephen McLin,
Kathleen Taylor and Steve Tobin Members
Philo Shelton, Ex Officio Member
Harry Burgess, Ex Officio Member
Pete Sheehey, Council Liaison*

Wednesday, July 17, 2019

5:30 PM

1000 Central Avenue
Council Chambers

REGULAR SESSION

Complete Board of Public Utilities agenda packets, past agendas, videos, legislation and minutes can be found online at losalamos.legistar.com. Learn more about the Board of Public Utilities at rebrand.ly/LACBPU.

PUBLIC COMMENTS:

Please submit written comments to the Board at bpu@lacnm.us. Oral public comment is accepted during the two periods identified on the agenda and after initial board discussion on a business item, prior to accepting a main motion on an item. Oral comments should be limited to four minutes per person. Requests to make comments exceeding four minutes should be submitted to the Board in writing prior to the meeting. Individuals representing or making a combined statement for a large group may be allowed additional time at the discretion of the Board. Those making comments are encouraged to submit them in writing either during or after the meeting to be included in the minutes as attachments. Otherwise, oral public comments will be summarized in the minutes to give a brief succinct account of the overall substance of the person's comments.

1. CALL TO ORDER

2. PUBLIC COMMENT

This section of the agenda is reserved for comments from the public on Consent Agenda items or items that are not otherwise included in this agenda.

3. APPROVAL OF AGENDA

4. BOARD BUSINESS

4.A. Chair's Report

4.B. Board Member Reports

4.C. Utilities Manager's Report

4.D. County Manager's Report**4.E. Council Liaison's Report****4.F. Environmental Sustainability Board Liaison's Report****4.G. General Board Business****4.G.1 [12124-19](#)** Recommendation to Move the August 2019 Meeting to Thursday, August 22nd

Presenters: Philo Shelton, Utilities Manager

PG. 1

4.G.2 [11895-19](#) Annual Review and Affirmation of the Board of Public Utilities Policies and Procedures Manual

Presenters: Carrie Walker, Chair of the Board of Public Utilities

PG. 2-27

4.G.3 [11894-19](#) Planning for Upcoming Board of Public Utilities Annual Boards & Commissions Presentation to Council on September 17th, 2019

Presenters: Carrie Walker, Chair of the Board of Public Utilities

PG. 28-32

4.G.4 [11705-19](#) Quarterly Update on Utility System - Electric Production

Presenters: Steve Cummins, Deputy Utilities Manager - Power Supply

PG. 33-53

4.H. Approval of Board Expenses**4.I. Preview of Upcoming Agenda Items****4.I.1 [12127-19](#)** Tickler File for the Next 3 Months

Presenters: Board of Public Utilities

PG. 54-56

5. PUBLIC HEARING(S)

There are no public hearings scheduled for this meeting.

6. CONSENT AGENDA

The following items are presented for Board approval under a single motion unless any item is withdrawn by a member for further Board consideration in the "Business" section of the agenda.

CONSENT MOTION -

I move that the Board of Public Utilities approve the items on the Consent Agenda as presented and that the motions in the staff reports be included in the minutes for the record.

OR

I move that the Board of Public Utilities approve the items on the Consent Agenda as amended and that the motions contained in the staff reports, be included in the minutes for the record.

- 6.A** [12125-19](#) Approval of Board of Public Utilities Meeting Minutes

Presenters: Department of Public Utilities

PG. 57-70

- 6.B** [AGR0621-19](#) Approval of Services Agreement No. AGR19-49 with KLM Engineering, Inc. in the amount of \$69,950.00, plus Applicable Gross Receipts Tax, for the Purpose of 2019 Water Tank Coating & Cathodic Protection Inspection

Presenters: Jack Richardson, Deputy Utilities Manager - GWS Services

PG. 71-80

- 6.C** [12102-19](#) Transfer of FY19 Budget Authority Between Funds

Presenters: Bob Westervelt, Deputy Utilities Manager - Finance/Admin

PG. 81-84

- 6.D** [RE0414-19](#) Approval of Incorporated County of Los Alamos Resolution No. 19-17; A Resolution Appointing Utah Associated Municipal Power Systems ("UAMPS") Member Representative

Presenters: Philo Shelton, Utilities Manager

PG. 85-86

7. BUSINESS

- 7.A** [AGR0619-19](#) Approval of Services Agreement No. AGR19-47 with Bohannon Huston in the amount of \$2,049,289.00, plus Applicable Gross Receipts Tax, for the Purpose of the Design of the White Rock Wastewater Treatment Plant and Consideration of Budget Revision 2020-05.

Presenters: James Alarid, Deputy Utilities Manager - Engineering

PG. 87-139

- 7.B** [RE0416-19](#) Incorporated County of Los Alamos Resolution No. 19-18; A Resolution Authorizing and Approving an Increase in the Participant's Entitlement Share Under the Carbon Free Power Project Power Sales Contract for the Lay-off Power Sales Agreement Associated with Joint Use Module Plant Operations at the Carbon Free Power Project; and Related Matters

Presenters: Steve Cummins, Deputy Utilities Manager - Power Supply

PG. 140-145

8. STATUS REPORTS

- 8.A** [12126-19](#) Status Reports

Presenters: Board of Public Utilities

PG. 146-158

9. PUBLIC COMMENT

This section of the agenda is reserved for comments from the public on any items.

10. ADJOURNMENT

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the County Human Resources Division at 662-8040 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes can be provided in various accessible formats. Please contact the personnel in the Department of Public Utilities (505) 662-8132 if a summary or other type of accessible format is needed.



County of Los Alamos

Staff Report

July 17, 2019

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 4.G.1
Index (Council Goals): BCC - N/A
Presenters: Philo Shelton, Utilities Manager
Legislative File: 12124-19

Title

Recommendation to Move the August 2019 Meeting to Thursday, August 22nd

Recommended Action

I move that the August 2019 Board of Public Utilities regular meeting be moved to Thursday, August 22nd.

Staff Recommendation

Staff recommends approval of the motion as presented.

Body

The new Utilities Manager, Philo Shelton, will be attending the Utah Associated Municipal Power Systems (UAMPS) 24th Member Conference, project and board meetings on the regularly scheduled Board of Public Utilities meeting date of August 21st. Return travel on the same day is not possible. He is proposing to move the August Board meeting to the next day, Thursday, July 22nd so that he may attend. Chambers has already been reserved for the 22nd should the Board decide to take the recommended action.

Alternatives

The Board could choose not to move the meeting.

Fiscal and Staff Impact

None

Attachments

None



County of Los Alamos

Staff Report

July 17, 2019

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 4.G.2
Index (Council Goals): * 2019 Council Goal - N/A
Presenters: Carrie Walker, Chair of the Board of Public Utilities
Legislative File: 11895-19

Title

Annual Review and Affirmation of the Board of Public Utilities Policies and Procedures Manual

Recommended Action

Each member of the Board of Public Utilities signs the “Annual Reaffirmation of the Policies and Procedures Manual” signature sheet (Appendix A to the PPM). A blank copy will be provided to the Chair for signatures.

Staff Recommendation

None

Body

The Board of Public Utilities (BPU) shall review for approval or recommendation of change the Policies and Procedures Manual (PPM). Article 1.9 of the PPM states that each year during the July BPU meeting each board member will affirm that he/she has received, read, understands, and agrees to abide by the PPM and the applicable documents referenced in its Appendix. The PPM is the same as last year's with no changes. Appendix A is the re-affirmation signature sheet.

Alternatives

None.

Fiscal and Staff Impact

None

Attachments

A - Board of Public Utilities Policies & Procedures Manual

LOS ALAMOS COUNTY BOARD OF PUBLIC UTILITIES

Policies and Procedures Manual

May 21, 2014

Revision 1: May 20, 2015

Revision 2: July 15, 2015

Revision 3: December 16, 2015

Revision 4: March 16, 2016

Revision 5: August 18, 2016

Revision 6: January 18, 2017

Revision 7: August 16, 2017

This manual contains the current policies and procedures adopted by the Los Alamos County Board of Public Utilities to exercise jurisdiction and control of the Los Alamos Department of Public Utilities in accordance with Los Alamos County Charter, Article V - Utilities.

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Part 1: Introduction and Administration

- 1.1. **Purpose.** This Policies and Procedures Manual (PPM) contains the current policies adopted by the Los Alamos County Board of Public Utilities (BPU) to fulfill its responsibility to exercise jurisdiction and control of the Los Alamos Department of Public Utilities (DPU) in accordance with Los Alamos County Charter, Article V - Utilities. This PPM was initially approved by the BPU on May 21, 2014.
- 1.2. **Reasons for Adoption.**
 - The efficiency of having all on-going BPU policies and procedures in one place.
 - Ability to quickly orient new BPU members to current BPU policies and procedures.
 - Elimination of redundant or conflicting BPU policies and procedures over time.
 - Ease of reviewing current policy when considering new issues.
 - Support continuity and consistency of BPU policies and procedures.
 - Clear, pro-active policies to guide the Department of Public Utilities Manager.
 - Compliance with Article V of the Los Alamos County Charter.
- 1.3. **Consistency.** Each policy in this PPM is expected to be consistent with State and Federal law, the County of Los Alamos Charter and Code of Ordinances, all of which have precedence over these BPU policies. Except for time-limited or procedural-only BPU decisions (approve minutes, elect an officer, etc.), which are recorded in regular BPU minutes, all on-going BPU policies shall be included or referenced in this document. The Manager of the Department of Public Utilities (Utilities Manager) is responsible for developing department policies and procedures that are consistent with this PPM.
- 1.4. **Transition.** As soon as some version of the PPM is voted on by at least four of the five voting members of the BPU, those policies are deemed to supersede any past policy that might be found in old minutes unless a prior BPU resolution or contract obligates the or BPU or DPU to a specific matter. If any actual or apparent conflict arises between the PPM and other policies or BPU resolutions, the matter shall be resolved by a majority vote of the entire BPU.
- 1.5. **Changes.** These policies will be reviewed and revised as necessary at least annually at the regular July BPU meeting. The Utilities Manager will help the BPU formulate new language in the PPM by distributing proposed changes in advance using software that shows all changes for BPU members to review. Any change to this PPM must be approved by a vote of at least four of the five voting members of the BPU. Any BPU member as well as the Utilities Manager may submit proposed changes. Whenever changes are adopted, the updated document should be quickly made available to the BPU and to those staff who assist the BPU in its work. The previous version should be stored separately for future reference if needed.

- 1.6. **Specificity.** Each new policy will be drafted to fit in the appropriate place within the PPM. Conceptually, policies should be drafted from the "outside in," i.e., the broadest policy statement should be stated first, then the next broadest, etc. down to the level of detail that the BPU finds appropriate for BPU action and below which management is afforded discretion as to how it implements the policies.
- 1.7. **Maintenance of the PPM.**
- a. The Utilities Manager shall update the PPM after the BPU makes any changes, and shall post that version on the BPU website within 30 days of the changes.
 - b. On at least a biennial basis the BPU shall request county legal counsel to review this PPM to ensure compliance with the law.
 - c. The full PPM and all of the appendices will be maintained online on the BPU website at https://www.losalamosnm.us/government/departments/utilities/board_of_public_utilities/
- 1.8. **Context of Other Policies.** This PPM fits into this hierarchy of policies within which authority flows down and accountability flows up.
- Laws and Applicable Regulations
 - Los Alamos County Charter
 - Los Alamos County Code of Ordinances
 - Los Alamos County Council Resolutions
 - Los Alamos County administrative policies
 - This BPU Policies and Procedures Manual
 - Utilities Manager-Approved Departmental Policies
 - Policies Set by Deputy Managers Under the Utilities Manager
- 1.9. **Annual Reaffirmation.** Each year during the July BPU meeting each board member will affirm that he/she has received, read, understands, and agrees to abide by this Board of Public Utilities Policies and Procedures Manual and the applicable documents referenced in the Appendix. See Appendix A for the re-affirmation signature sheet.
- 1.10. **BPU Membership History.** Refer to Appendices O and P for lists of past and present BPU members.

Part 2: Organization Essentials

- 2.1. **Mission Statement.** Provide safe and reliable utility services in an economically and environmentally sustainable fashion.
- 2.2. **Vision Statement.** Enhance our community's future through diversified and innovative utility solutions.
- 2.3. **Values Statement.** We value our: CUSTOMERS by being service oriented and fiscally responsible; EMPLOYEES AND PARTNERSHIPS by being collaborative, fair, trustworthy and professional; NATURAL RESOURCES through innovative and progressive solutions; COMMUNITY by being communicative and organized.
- 2.4. **Accountability.** The entities to which the BPU and DPU feel primarily accountable are (1) the customers of the Los Alamos County Department of Public Utilities and (2) the Citizens of the County of Los Alamos represented by the County Council.
- 2.5. **Strategic Planning.**
 - a. The BPU is expected to think strategically at all times.
 - b. The Utilities Manager is expected to annually develop the (1) Strategic Objectives, (2) Long-Term Goals, and (3) Short-Term Goals for the DPU based on the policies in this PPM and present the Strategic Objectives and Long-Term Goals to the BPU for approval. (See Appendix B for the DPU Strategic Objectives, Long-Term Goals, and Short-Term Goals for the current fiscal year.)
 - c. The BPU will assure alignment of the DPU Strategic Objectives with those of the County, and then forward the approved Strategic Objectives document to the County Council for their information.
- 2.6. **Climate of Compliance.** It is the fundamental policy of the Los Alamos County Board of Public Utilities that all BPU and DPU business and other practices be conducted at all times in compliance with all applicable laws and regulations of the United States, the State of New Mexico, and the County of Los Alamos, specifically:
 - a. Los Alamos County Charter, Article V – Utilities (See Appendix C.)
 - b. Los Alamos County Code of Ordinances, Chapter 40 – Utilities (See Appendix D.)
- 2.7. **Code of Conduct.** Members of the BPU will comply with the Los Alamos County Code of Conduct Ordinance. (See Appendix E.)

2.8. **Guiding Principles.** In addition to the Los Alamos County Code of Conduct, the Board of Public Utilities will follow these Guiding Principles:

- a. Safety of the public and DPU employees is our first priority, outweighing all other considerations. The BPU will work with the DPU staff to foster a culture of safety. Refer to Appendix R for the DPU Culture of Safety Vision Statement.
- b. The BPU has fiduciary responsibilities to the DPU customers to preserve and increase the value of DPU assets and to ensure the long-term viability of all DPU utilities.
- c. The BPU will strive to establish and maintain fair and just utility rates for each utility service that fully cover the costs for operation, maintenance, future replacement and upgrades, and debt service for each utility. Rates shall not result in one class of customer subsidizing another. Rate structures should reflect the fixed and variable costs associated with each particular utility.
- d. The BPU will adjust rates for each utility service in a timely manner to address changes in the costs associated with that utility service.
- e. The BPU will promote policies to improve the performance and reliability of each utility to national standards at a reasonable cost to the DPU customers.
- f. The BPU will promote policies that will improve the environmental sustainability of DPU operations at a reasonable cost to the DPU customers.
- g. The BPU will promote development and maintenance of documented, comprehensive plans for operation of the DPU during emergency conditions.
- h. The BPU will promote programs such as education, energy surveys, and irrigation analysis that will enable DPU customers to use our water, sewer, gas, and electrical utility services in a manner that will protect the environment, conserve resources, and be cost-effective to the DPU customers.

2.9. **Standards of BPU Member Public Behavior.**

- a. The extent of a BPU member's authority is one vote in BPU meetings.
- b. BPU members shall not interfere with the Utilities Manager in the operation of the DPU.
- c. BPU members shall not direct DPU employees.
- d. BPU members shall maintain civil decorum at meetings, treating each other with courtesy and respect; remember "Every difference of opinion is not a difference of principle." – Thomas Jefferson.
- e. BPU members' interaction with the public will be open, transparent, and professional.

- f. BPU members must maintain the confidentiality of closed sessions.
- g. Representing the Board to Council:
 - Each BPU member is free to communicate with the County Council as a private citizen; the BPU member should clearly state that he/she is not speaking for the BPU unless specifically appointed as spokesperson for the BPU on a particular issue.
 - Issues discussed and decisions made during open BPU meetings should be accurately communicated to the County Council.
- h. The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern the BPU in all cases to which they are applicable and in which they are not inconsistent with this PPM and any special rules of order the BPU may adopt.
- i. BPU members, acting within the scope of their duty, are subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended.

2.10. **Whistleblower Policy.**

- a. Members of the BPU will abide by the New Mexico “Whistleblower Protection Act,” NM Statutes Chapter 10, Article 16C; refer to Appendix F.
- b. This policy is intended to encourage BPU members DPU staff, and others to report suspected or actual occurrence(s) of illegal, unsafe, unethical, or inappropriate events (behaviors or practices) without retribution.
- c. In accordance with the County Personnel Code, the Whistleblower should promptly report the suspected or actual event to his/her supervisor. If the Whistleblower would be uncomfortable or otherwise reluctant to report to his/her supervisor, then the Whistleblower could report the event to the next highest or another level of management, including any BPU member.
- d. A BPU member who receives a Whistleblower’s report must promptly act to initiate investigation and/or resolution of the issue. A recommended action is to contact either the Utilities Manager or the Los Alamos County Human Resources Director as appropriate to the situation. Alleged crimes against person or property, such as assault, rape, burglary, etc., should immediately be reported to local law enforcement personnel.
- e. The BPU member who received the Whistleblower’s report should provide a report to the Whistleblower within five business days of the initial report, regarding the investigation, disposition or resolution of the issue.

- f. The identity of the Whistleblower, if known, shall remain confidential to those persons directly involved in applying this policy, unless the issue requires investigation by law enforcement, in which case members of the organization are subject to subpoena.

2.11. Documents Retention/Destruction Policy.

- a. The BPU takes seriously its obligations to preserve information relating to litigation, audits, and investigations.
- b. From time to time, due to pending, threatened, or otherwise reasonably foreseeable litigation, audits, government investigations, or similar proceedings, the County Attorney or the Utilities Manager may issue BPU members a notice to suspend the destruction of specific records. No records so specified may be destroyed by BPU members until the notice is withdrawn in writing by County Attorney or the Utilities Manager.
- c. The County of Los Alamos has an extensive records and information management governance policy; contact the Utilities Manager or the BPU Secretary for more detailed information.

2.12. Open Meetings Policy.

- a. All meetings of a quorum of BPU members held for the purpose of formulating public policy, discussing public business, or for taking any action within the authority of the BPU, are to be public meetings. Meetings or portions of BPU meetings can only be closed when the matter to be considered falls within one of the exceptions defined in the New Mexico Open Meetings Act; any questions regarding BPU closed sessions should be directed to the County Attorney.
- b. BPU meetings will be broadcast to the public using the county's on-line streaming capabilities; to the extent possible, BPU meetings will be held in meeting rooms with audio-video capabilities.
- c. Each January the County Council passes and the BPU will affirm a resolution establishing minimum standards of reasonable notice to the public for all meetings of the council, the county indigent hospital and county health care board and of all county boards, commissions, and policy-making bodies.
 - The resolution sets the requirements for public notice and agenda publication for regular meetings, special meetings, emergency meetings, and closed sessions.
 - Refer to Appendix H, for the current Los Alamos County Open Meetings Resolution.
- d. The phrase "discussing public business" makes the open meetings requirements broadly applicable, so BPU policy is that any potential quorum requires 72 hours public notification.

- e. Board members should not exchange e-mails or engage in phone calls discussing a policy issue; such communications may violate the state Open Meetings Act. (Sending correspondence to the Board's Secretary is OK.)
- f. Refer to Appendix I, State of New Mexico Attorney General's "Open Meetings Act Compliance Guide."

2.13. Media Relations Policy.

- a. The BPU promotes transparency in its decision making process. As such public and media representatives are welcome to all open Board meetings and shall receive meeting agendas and agenda packets upon request.
- b. Each BPU member is free to interact with the media as a private citizen; the board member should clearly state that he/she is not speaking for the BPU unless specifically appointed as spokesperson for the BPU on a particular issue.
- c. Issues discussed and decisions made during closed BPU meetings should not be revealed to the media.
- d. Issues discussed and decisions made during open BPU meetings should be accurately communicated to the media.
- e. BPU members may consider referring the media to DPU public relations staff on certain issues, or may request assistance from DPU public relations staff in responding to media requests.
- f. BPU members shall be professional in their manner and conduct at meetings. Even though media representatives may not be present at an open BPU meeting, meeting minutes, audio recordings, and/or video recordings are public record and will be made available to the public and media representatives upon request.

2.14. Education and Development.

- a. BPU applicants shall be provided an online link to this PPM so they can better understand the roles and responsibilities of BPU membership.
- b. Within two months of being appointed, each new BPU member will be provided an orientation to the Department of Public Utilities, including its mission, policies, and programs, as well as his or her roles and responsibilities as a board member. This orientation will be provided or coordinated by the BPU Chair. Newly appointed BPU members will also receive a copy of the *A PPA Handbook for Public Power Policymakers*, the Los Alamos County *Public Involvement Guide for Boards and Commissions*, and the Los Alamos County *Orientation Manual for Members of Boards and Commissions*. (The *Orientation Manual for Members of Boards and Commissions* includes several provisions

that differ from the County Charter provisions for the BPU; nevertheless, the document may provide useful general guidance for BPU members and officers.)

- c. Each board member is expected to seek continuing education that will enhance his or her ability to effectively fulfill the duties of a BPU member, and is encouraged to obtain a relevant certification within two years of appointment to the BPU. An example certification program is the Public Power Governance Certificate Program. Refer to the APPA Brochure in Appendix J.

Part 3: Board Structure and Processes

- 3.1. **Governing Style.** The BPU will approach its task with a style that emphasizes outward vision rather than an internal preoccupation, encouragement of diversity in viewpoints, strategic leadership more than administrative detail, clear distinction of board and staff roles, and pro-activity rather than reactivity. In this spirit, the BPU will:
- a. Comply with this PPM and discuss variances in open session.
 - b. Be accountable to the DPU customers and the citizens of Los Alamos County for competent, conscientious and effective accomplishment of its obligations as a body. It will allow no officer or individual of the BPU to usurp this role or hinder this commitment.
 - c. Monitor and regularly discuss the BPU's own process and performance.
 - d. Seek to ensure the continuity of its governance functions by identifying capable Los Alamos County citizens, encouraging them to apply for County Council appointment to the BPU, then adequately orienting and training new BPU members.
 - e. Be an initiator of policy, and not just react to DPU staff initiatives.
- 3.2. **BPU Job Descriptions.** The job of the Board of Public Utilities is to exercise jurisdiction and control over the DPU. In this role, the BPU must lead the DPU toward the desired operational and financial performance, and ensure that it occurs. The BPU's specific contributions are unique to its trusteeship role and necessary for proper governance and management.
- a. To perform its job, the **Board of Public Utilities** shall:
 - Work with the Utilities Manager to define and refine the mission, values, strategies, and major goals/outcomes and hold the Utilities Manager accountable for developing strategic objectives and long-term goals based on these policies.
 - Develop an annual performance plan with priorities for Utilities Manager; the performance plan should align with DPU strategic objectives and long-term goals already approved by the BPU and identify the performance standards by which the Utilities Manager is expected to achieve the objectives/goals/outcomes.
 - Monitor the performance of the DPU relative to the achievement of the objectives/goals/outcomes within the executive parameters.
 - Select, nurture, evaluate annually, recommend fair compensation for and, if necessary, recommend termination of the Utilities Manager, who functions as the Board's sole agent.
 - Ensure financial solvency and integrity of the DPU through its policies and actions.

- Require periodic financial and management external audits to ensure compliance with the law and good practices in accordance with Article V of the Los Alamos County Charter.
 - Participate in the annual DPU Strategic Planning Process as described elsewhere in this PPM.
 - Review, approve, and recommend an annual DPU budget to the County Council.
 - Review, approve, and recommend utility rate ordinances to the County Council.
 - Review and approve utility contracts greater than or equal to \$50,000; review, approve and recommend utility contracts greater than \$200,000 to the County Council. (Refer to Los Alamos County Code of Ordinances, Sec. 31-74. “Authority to execute contracts.”)
 - Maintain and constantly improve all on-going policies and procedures of the BPU in this PPM.
 - Support the Utilities Manager in strategic, operational, and human resources issues before county staff and/or County Council.
 - Evaluate and strive to improve the BPU’s performance as a governing board.
 - Actively work with DPU staff to communicate the value of the DPU to its stakeholders; possible activities include:
 - (1) Accompany DPU Manager and participate in presentations to civic organizations.
 - (2) Attend every County Council meeting where DPU topics will be presented or discussed.
 - (3) Accompany DPU manager to radio station interviews on the Thursday following each regular BPU meeting.
 - Seek input and involve DPU stakeholders in BPU policy considerations and decisions using methods such as:
 - (1) Explore ways to get more stakeholder inputs while policies are being formed.
 - (2) Use DPU bill inserts to distribute information and solicit public input on issues.
 - (3) Make more effective use of the Los Alamos County On-Line Forum.
 - (4) Use the bi-annual DPU customer survey to gather public input on issues.
 - (5) Form ad-hoc citizen’s panels to address strategic questions and make recommendations to the BPU.
 - Work with the County Council to get citizens with diverse backgrounds appointed to the BPU to assure that the BPU represent the community interests it serves.
- b. For the BPU to function effectively, **each BPU member** must:
- Faithfully attend BPU regular and special meetings.
 - Review the agenda packet for each meeting and come to the meeting prepared to discuss the items in the agenda.
 - Participate in BPU discussions at meetings.
 - If possible before a BPU meeting, prepare any lengthy reports and/or comments in writing and provide them to the BPU secretary during the meeting.
 - Adhere to this Policies and Procedures Manual.
 - Represent interests of DPU customers, not just a personal agenda.

- Rotate attendance at the quarterly boards and commissions lunches.
 - Accept and fulfill assignments negotiated by the BPU Chair.
 - In BPU meeting discussions, focus on policy consideration and direction versus operational issues; discuss technical details of DPU operations with DPU staff prior to the BPU meeting if possible.
 - Actively endeavor to understand and balance the varied concerns of DPU customers.
- c. The **BPU Chair** has the following additional responsibilities:
- Meet with Utilities Manager approximately two weeks before each regular BPU meeting to review and approve the agenda items for the meeting.
 - Conduct the regular and special BPU meetings.
 - Obtain BPU member volunteers, or if necessary appoint BPU members, for committees and board projects.
 - Perform informal review of meeting minutes a few days after each BPU meeting.
 - Sign approved BPU meeting minutes.
 - Review and approve the Utilities Manager's travel vouchers.
 - To the extent possible, attend weekly "Leadership Council" meetings to be aware of County Council agenda and to provide information about BPU issues to county leadership; if necessary, ask the BPU Vice-Chair to attend.
 - Represent the BPU at County Council meetings, particularly those where DPU issues will be discussed.
 - Provide quarterly written reports and make an annual oral report to County Council to keep them aware of issues facing the BPU which may significantly impact the operations of other county departments.
 - Help the BPU spend appropriate time on policy consideration and direction versus operational issues; guide BPU meeting discussions away from operational details and toward policy issues.
- d. In the absence of the Chair, the **BPU Vice-Chair** shall assume the duties of the Chair.
- e. The **BPU immediate past Chair** is encouraged serve as mentor for the current BPU Chair.
- f. Refer to Part 4 of this PPM for a description of the responsibilities of the **Utilities Manager**, an ex-officio non-voting member of the BPU.
- g. The **County Manager** will be an ex-officio non-voting member of the BPU and is encouraged to:
- Attend the meetings of the BPU or send a designated alternate deputy administrator.
 - Serve as a liaison between the Board and County Administration to ensure that (a) the Council is aware in advance of actions by the DPU which may significantly impact

County operations, and (b) that DPU is aware in advance of actions by the County which may significantly impact DPU operations.

- Provide an annual briefing to the BPU on the strategic objectives of the County at the April BPU meeting.

h. The **County Council Liaison** is encouraged to:

- Attend the meetings of the BPU or send a designated alternate County Council member.
- Keep the County Council informed on BPU and DPU issues that may have a major impact on the County.
- Keep the BPU informed on County Council issues that may have a major impact on the BPU or the DPU.
- During meetings, the Council Liaison is invited to sit at the dais or with members of the BPU at Council Liaison discretion.
- When the Council Liaison chooses to sit with the BPU, the Council Liaison name-placard shall be displayed.
- The Council Liaison is encouraged to participate in DPU discussion when the Council Liaison has clarifying points pertinent to the discussion.
- The Council Liaison is discouraged from interjecting personal opinion into discussion, unless speaking as a member of the public during periods reserved for public comment.

3.3. **Annual Calendar of BPU Activities.** The BPU will generally follow the calendar of activities outlined below; circumstances may dictate that the timing of some of these activities be adjusted. Additional BPU activities such as consideration of utility rate ordinances and utility contracts will occur from time to time. The calendar for the current year is included as Appendix K.

July

- BPU Chair and DPU staff begin orientation for new BPU member(s).
- BPU discusses and agrees on content of Chair's report to County Council.
- BPU reviews PPM and revises it as appropriate.
- BPU members reaffirm the PPM.

August

- BPU Chair and DPU staff complete orientation for new BPU member(s).
- BPU Chair makes annual report to County Council.
- BPU members encouraged to attend the annual DPU staff strategic planning workshop.
- BPU approves resolution removing uncollectable utility accounts from accounts receivable list for the fiscal year five years in the past.

September

- BPU works with the Utilities Manager to review and revise the mission, vision, and values statements.
- BPU reviews and approves DPU Strategic Objectives and Long-Term Goals.
- BPU receives and discusses quarterly Conservation Program update.
- BPU approves budget carryovers from previous fiscal year.

October

November

- BPU begins annual self-evaluation.

December

- BPU receives and discusses quarterly Conservation Program update.
- BPU completes annual self-evaluation.

January

- BPU elects Chair and Vice Chair for calendar year.
- BPU appoints members to Audit Committee for calendar year.
- BPU assigns members to Boards and Commissions luncheon schedule for calendar year.
- BPU votes compliance with County Open Meetings Resolution.
- BPU approves meeting calendar for calendar year.
- BPU approves meeting agenda outline

February

- BPU discusses budget for the next fiscal year.

March

- BPU receives the annual financial report for the previous fiscal year.
- BPU approves budget for the next fiscal year.
- BPU receives and discusses quarterly Conservation Program update.
- BPU reviews results of customer satisfaction survey.

April

- BPU starts Utility Manager's performance evaluation process (may require several special closed-sessions).
- BPU and Utilities Manager review and amend goals and performance plan for the next fiscal year (may require several special closed-sessions in conjunction with the Utility Manager's performance evaluation process).
- BPU receives briefing from County Manager on the County strategic objectives.

May

- BPU approves year-end budget adjustments.
- BPU completes Utilities Manager's performance evaluation, which will include Utilities Manager's goals and performance plan for the next fiscal year.
- BPU Chair submits Utilities Manager's performance evaluation and recommended salary action to the Chair of the County Council.

- County residents apply to County Council for appointment to BPU. (Applications to fill unexpired terms will be solicited when needed,)

June

- BPU receives and discusses quarterly Conservation Program update.
- County Council appoints new member(s) to BPU for a term. (Appointments to fill unexpired terms will occur when needed,)

3.4. **BPU Meeting Agenda Template.** The following template describes the items that will be addressed and the order of business in a typical BPU meeting; not every meeting will include every item in the template.

1. Call to Order
2. Public Comment (on consent agenda items and items not otherwise listed on the agenda)
3. Approval of Agenda
4. Board Business
 - a. Chair's Report
 - b. Board Member Reports
 - c. Utilities Manager's Report
 - d. County Manager's Report
 - e. Council Liaison's Report
 - f. Environmental Sustainability Board Liaison's Report
 - g. General Board Business
 - h. Approval of Board Expenses
 - i. Preview of Upcoming Agenda Items
 1. Tickler File for the Next 3 Months
5. Public Hearings (Any BPU action will be in the Public Hearings section of the agenda.)
6. Consent Agenda
 - a. Approval of Minutes
7. Business
8. Status Reports
 - a. Electric Distribution Reliability Report
 - b. Accounts Receivable Report
 - c. Safety Incident Report
 - d. Project Status Reports
9. Public Comment (on any item)
10. Adjournment

3.5. **Public Comment Policy.** The following is the BPU policy concerning public comment during BPU meetings:

- a. Agendas will include a standing public comment period at the beginning of meetings for items not otherwise listed on the agenda.
- b. Agendas will include a standing public comment period at the end of meetings for any items.

- c. Public Hearings – After the presenter has given his or her presentation, the Chair will open the public hearing for comments on the particular topic in the agenda and will close the public hearing when commenting is finished. Any formal BPU action on the item will occur in the Public Hearings section of the BPU meeting agenda after public commenting is finished.
- d. Business Items - After the presenter has given his or her presentation, after initial Board discussion, and prior to accepting a main motion on an item, the Chair will formally open the floor for a public comment period to receive comments related to the specific agenda item. If a public hearing has been held on the topic during the meeting, the Chair may request that comments not be repeated. The Board may continue to have additional discussion on the item after the public comment period.
- e. Oral public comment should be limited to four minutes per person. Requests to make comments exceeding four minutes should be submitted to the Board in writing prior to the meeting. The text of lengthy comments should be submitted to the Board prior to the meeting if possible, but may also be submitted during or after the meeting.
- f. Individuals representing or making a combined statement for a large group present at a meeting may be allowed additional time for comment at the discretion of the Board. The Board may agree to this by consent (no motion necessary).
- g. BPU members may at any time ask the Chair that a presenter, member of the public, or staff member speak to provide clarification or additional information about an agenda item. This is not considered to be part of the public comment period. BPU members should not correct, rebut, or dialogue with a member of the public during the public comment period.
- h. Procedures regarding public comment will be included on agendas so that interested citizens know how to submit written comments prior to the meeting for Board consideration.
- i. Written public comment submitted prior to or during the meeting will be provided to the recording secretary to enter into the minutes as attachments. Oral public comments will be summarized by the recording secretary in the minutes to give a brief succinct account of the overall substance of the person's comments.
- j. Additional useful guidance and suggestions for public hearings and other ways and means of sharing information with or gathering input from DPU customers can be found in the Los Alamos County *Public Involvement Guide for Boards and Commissions*.

3.6. Meeting Agenda Policy

- a. BPU meeting agenda shall comply with the State of New Mexico “Open Meetings Act.” Refer to Appendix I, State of New Mexico Attorney General’s “Open Meetings Act Compliance Guide.”
- b. The agenda must contain a list of specific items of business to be discussed or transacted at the meeting, but there is no requirement for any additional description of what the board may do with a specific item of business on the agenda.

3.7. Meeting Minutes Policy.

- a. Meeting minutes should be a succinct record of what was done at the meeting, not a transcript of what was said during the meeting.
- b. In substance, but not necessarily format, BPU meeting minutes will comply with Roberts Rules of Order, the County Boards and Commissions Manual, the New Mexico Open Meetings Act, and the sample set of meeting minutes in the staff report for the April 17, 2013 BPU meeting; refer to Appendix L.
- c. Board members should carefully review draft meeting minutes before approval and request that additional discussion details be included if needed to provide further explanation of a topic.
- d. Board members may request during the meeting that portions of discussions be recorded in the minutes if they believe the details to be of great importance to the overall record,
- e. Any items requiring further action by the Board or follow-up by Staff should be captured in the minutes.
- f. Approved minutes of BPU meetings are the official record of BPU meetings; recordings of BPU meetings will be retained for at least one year for reference purposes.

3.8. Removal/Replacement of a BPU Member.

- a. Article V of the County Charter states circumstances that would warrant removal of a BPU member by the County Council.
- b. A BPU member may resign by submitting written notice to the Chair of the BPU and the Chair of the County Council; except for such circumstances that warrant an earlier departure, the resigning member should continue to serve on the BPU until a replacement is appointed by the County Council.
- c. In the event that a board member resigns or is removed, the BPU will work with the County Council to get a replacement appointed within 60 days. The BPU will identify capable Los Alamos County citizens and encourage them to apply for County Council appointment to the BPU.

3.9. BPU Self-Evaluation.

- a. During November and December, the BPU will perform an annual self-evaluation of its own performance. The BPU may invite major stakeholders (e.g. DPU staff, County Council, County Manager) to participate in specific aspects of the evaluation.
- b. The purposes and reasons for the BPU self-evaluation include:
 - Promote understanding of roles and responsibilities
 - Provide orientation for new members
 - Address, and perhaps help resolve, board conflicts
 - Clarify what members expect from the group and self
 - Identify priorities for the BPU's future efforts
 - Identify BPU strengths and weaknesses
 - Identify opportunities for improvement in BPU performance
 - Help identify needed changes to this PPM
 - Self-evaluation aligns with at least three of the Baldrige "Criteria for Performance Excellence."
- c. Refer to Appendix M for a BPU self-evaluation template adapted from the *APPA Handbook for Public Power Policymakers*. The BPU will change the self-evaluation topics over time to fit the changing business climate, relations with the Utilities Manager, relations with the County Council, and to include lessons learned from previous self-evaluations.
- d. In its self-evaluation the BPU will address open-ended questions such as:
 - What did the BPU accomplish during the past year?
 - What did the BPU fail to accomplish during the past year?
 - What did the BPU do well during the past year?
 - What did the BPU do poorly during the past year?
 - What were the key issues of the past year? Did the BPU address them adequately?"
- e. The BPU will seek broad participation in the self-evaluation process by:
 - Soliciting suggestions for self-evaluation questions from DPU staff, county staff, County Council, and the public.
 - Inviting the immediate past BPU member(s) to participate in the self-evaluation.
 - Inviting County Council Liaison, County Manager, and County Attorney to participate in the self-evaluation.
- f. The BPU will explore ways to make the BPU self-evaluation honest and candid.

- g. The BPU will explore ways to collect questions, complaints, and compliments to be addressed in the annual self-evaluation process.

3.10. Dispute Resolution Process.

- a. From time to time the County Council may not adopt a BPU approved utility rate ordinance or may not approve a budget, personnel action, or utility contract recommended by the BPU.
- b. In this situation the BPU will reconsider its recommendation and may submit either a revised or a reinforced recommendation to the County Council.
- c. If the BPU does not develop a recommendation that is approved by the County Council in a timely manner, it will request the Council to appoint an appropriate number of councilors to a joint County Council/BPU working group that is charged to reach an agreement within a specified time.

Part 4: Utilities Manager Responsibilities

4.1 Essential Duties and Responsibilities.

- a. The Utilities Manager's essential duties and responsibilities are described in the Los Alamos County Job Description and Classification for the Utilities Manager, Job Code 7001; refer to Appendix Q.
- b. The following sections address some of the Utilities Manager's responsibilities that particularly relate to the BPU.

4.2 Strategic Planning.

- a. The Utilities Manager should implement a systematic, cyclical strategic planning process to develop (1) Strategic Objectives, (2) Long-Term Goals, and (3) Short-Term Goals for the DPU and presenting the Strategic Objectives and Long-Term Goals to the BPU for approval.
- b. The DPU strategic planning processes should be based on the current Baldrige *Criteria for Performance Excellence* or an equivalent standard that is acceptable to the BPU.
- c. Refer to Appendix N for a description of the DPU Strategic Planning Process.

4.3 Operations and Management.

- a. The Utilities Manager is responsible for the day-to-day operations of the department and management of its personnel.

- b. The Utilities Manager's operation of the department and management of its employees, in general, shall be subject to the personnel code and the procurement code. In general, other administrative county-wide policies shall be followed to the extent they do not conflict with the BPU's jurisdiction.
- c. Special policies and procedures necessary for the operation of the DPU shall be proposed by the Utilities Manager, approved by the BPU, and put in place with the cognizance of the County Manager.
 - Any resulting unresolved disputes between the Utilities Manager and should be brought to the attention of the BPU.
 - If unresolved at the BPU, the BPU may bring the issue to the Council for resolution.

4.4 Annual Budget.

- a. The Utilities Manager is responsible for preparing and presenting a preliminary and a final annual DPU budget to the BPU.
- b. The proposed annual DPU budget intended for BPU approval should address each of the utilities individually and include 10 year forecasts that project changes in sales, revenue and expenses, and the rates and borrowing necessary to sustain each utility.
- c. The proposed DPU budget intended for County Council approval should be based on the BPU approved budget and shall address the DPU as a whole on a bi-annual basis.
- d. The Utilities Manager should present the preliminary annual budget at the February BPU meeting and the final annual budget at the March BPU meeting

4.5 Annual and Quarterly Financial Reports.

- a. The Utilities Manager shall prepare and provide to the BPU an audited annual financial report as of the end of the previous fiscal year of each utility and of the department as a whole.
 - The annual financial report shall adhere to generally accepted accounting principles as promulgated by the Governmental Accounting Standards Board and the Financial Accounting Standards Board as applicable.
 - The annual financial report shall be audited by one or more independent auditors; this may be accomplished as part of the audit of the Los Alamos County Comprehensive Annual Financial Report.
 - The annual report shall be provided for BPU information at the March BPU meeting.
 - The accepted annual report shall be suitably summarized and formatted then provided to the County Council and made available to the public on the DPU website.
- b. The Utilities Manager shall prepare quarterly DPU performance reports.

- Each quarterly report should include information about capital projects, operational and financial performance, and DPU highlights during the previous quarter. The operational and financial performance reports should include data for the previous quarters of the fiscal year plus cumulative totals.
- Quarterly reports shall be provided to the BPU and the County Council, and made available to the public on the DPU website.

4.6 **Rate Ordinances.**

- a. The Utilities Manager is responsible for preparing and presenting proposed utility rate ordinances to the BPU.
- b. At least one month prior to the public hearing on a final proposed utility rate ordinance before the BPU, the Utilities Manager shall introduce the draft ordinance and present the budget and operational reasons for the proposed rate ordinance. A revised rate ordinance presented to the BPU after rejection of the original rate ordinance by the County Council need not be submitted one month in advance of the public hearing, but may be acted upon by the BPU when submitted.
- c. When the final proposed utility rate ordinance is presented to the BPU for approval, the Utilities Manager shall make a presentation to the BPU that approximates that which will be made to the County Council to obtain their acceptance of the ordinance.

4.7 **BPU Membership.** The manager shall be an ex officio non-voting member of the BPU.

4.8 **Strategic Initiative.** In order to maintain control of strategic initiatives, the BPU shall formally add strategic initiatives that have been adopted and approved by the BPU to the PPM in the appendix under a separate file titled “Strategic Initiatives of the BPU.” These initiatives can be altered or removed from the PPM with a simple majority vote. If an initiative is removed, it is no longer considered a formal strategic initiative of the BPU. Any member of the BPU can add to the agenda a business item to consider removal or alteration of a strategic initiative in the section.

Appendices

The full PPM and all of the appendices listed below can be found online on the Board of Public Utilities website at

https://www.losalamosnm.us/government/departments/utilities/board_of_public_utilities/.

- A. Annual Reaffirmation of the Policies and Procedures Manual.
- B. DPU Strategic Objectives, Long-Term Goals, and Short-Term Goals for the current FY.
- C. Los Alamos County Charter, Article V – Utilities.
- D. Los Alamos Code of Ordinances, Chapter 40 – Utilities.
- E. Los Alamos County code of conduct ordinance.
- F. New Mexico “Whistleblower Protection Act,” NM Statutes Chapter 10, Article 16C.
- G. Utilities Manager’s performance plan for the current year.
- H. Los Alamos County Resolution 01-13 - A Resolution Establishing Minimum Standards of Reasonable Notice to the Public for all Meetings of the Council, the County Indigent Hospital and County Health Care Board and of all County Boards, Commissions, and Policymaking Bodies.
- I. State of New Mexico Attorney General’s “Open Meetings Act Compliance Guide.”
- J. APPA Brochure, “Public Power Governance Certificate Program”
- K. BPU Calendar for the Current Year.
- L. Staff report for the April 17, 2013 BPU meeting regarding meeting minutes.
- M. BPU self-evaluation template.
- N. Staff report for the April 19, 2012 BPU meeting describing the DPU Strategic Planning Process.
- O. List of past BPU members.
- P. List of current BPU members with contact information.
- Q. Los Alamos County Job Description and Classification for the Utilities Manager.
- R. DPU Culture of Safety Vision Statement.
- S. Strategic Initiatives of the BPU



County of Los Alamos

Staff Report

July 17, 2019

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 4.G.3
Index (Council Goals): * 2019 Council Goal - N/A
Presenters: Carrie Walker, Chair of the Board of Public Utilities
Legislative File: 11894-19

Title

Planning for Upcoming Board of Public Utilities Annual Boards & Commissions Presentation to Council on September 17th, 2019

Recommended Action

None

Staff Recommendation

None

Body

On September 17th, 2019 the Board of Public Utilities is scheduled to give its annual Boards & Commissions presentation to Council. The agenda will be a presentation of 2019 DPU / BPU initiatives and actions.

During the 2015 Board Self-evaluation, the Board agreed that the entire Board should be more involved in the development and annual presentation to Council, and a rehearsal presentation should also be done prior to the Chair's presentation. In preparation for the upcoming presentation, the Board should discuss with the Chair possible topics for the presentation.

The following DPU and BPU actions are suggested for inclusion on 9/17/19:

2019 Highlights

Smart Meter Opt out policy adopted

Otowi Well #2 completion

Tyler Munis implementation

Zia Application submission (management audit)

DOE water sales contract renewal

2020 Focus Areas

Engineering Design of Los Alamos Waste Water Treatment Facility

NM502 Reconstruction Project

Carbon Free Power Project decision point

Advanced Metering Infrastructure implementation

Negotiations for Electric Coordination Agreement (ECA) with DOE (post 2025)

Other BPU input?

Attached are the Guidelines for the 2019-2020 B&C Presentations.

Alternatives

None

Fiscal and Staff Impact

None

Attachments

A - Guidelines for 2019-2020 B&C Presentations

Guidelines for 2019 B&C Presentations County Council Work Sessions

- Each B&C presentation will usually be scheduled on Council's agenda during a work session. The Council work sessions are now "streamed" and are often held in White Rock at Fire Station #3. You can check the County's web site (www.losalamosnm.us) or call the County Manager's Office at 663-1750 to verify the meeting location.
- Please limit your portion of the presentation to approximately 10-15 minutes. Council members will be allocated approximately 15 minutes to ask questions at the end of your presentation.
- See next page for a chart of dates and presentation assignments. Please notify Linda Matteson (linda.matteson@lacnm.us or 662-8086) or Barbara Lai (barbara.lai@lacnm.us) 663-3436) if you need to re-schedule your presentation date.
- If you prepare a PowerPoint presentation, please provide an electronic copy of your material (5 days prior to the Council meeting) to Linda Matteson (linda.matteson@lacnm.us) and Jackie Salazar (Jacqueline.salazar@lacnm.us). Also, your B&C Staff Liaison will need to submit an LAC Information Management work order or contact the IM Service Desk at 662-8090 at least 5 days before the Council meeting to get your presentation loaded on a computer. IM can make arrangements to get a PowerPoint projector transported to the WR Fire Station. (Please note that you're not required to prepare PowerPoint slides. You're encouraged to simply do an oral presentation – it's your choice whether to prepare slides or not.)
- In general, hard copies of presentations are not provided to Council (they use tablets to view agenda items) but if you want, you can bring extra copies for the media and members of the public.
- Your board or commission's FY19 or FY20 Work Plan (depending on your presentation date) will usually be provided to Council as an attachment to the agenda documentation. Feel free to reference it, if you'd like.
- For the 2019 presentations, Council is asking each Board Chair to generally report on the following topics for their board during their presentations:
 - ◇ General overview of your current Work Plan
 - ◇ Top 1-3 Priority Projects/Objectives for your board for the next twelve months
 - ◇ Imposing challenges that your board foresees to achieving the priority items
 - ◇ Ways Council can help
- As noted above, Council will be allowed time to ask questions after your presentation. This will provide an opportunity for Councilors to ask clarifying questions about the issues, activities, and projects of importance to your B&C.

2019-2020 Schedule for B&C Presentations to Council

Month	Council Work Session Date	Board or Commission
January 2019	No work session scheduled for January (Reserved for strategic planning)	
February 2019	February 5, 2019	
March 2019	March 12, 2019	Historic Preservation Advisory Board, Mark Rayburn, Chair
April 2019	No Work Session scheduled for April (budget hearings)	
May 2019	May 14, 2019	Transportation Board, Brian O'Neil, Chair; Environmental Sustainability Board, John Bliss, Chair
June 2019	June 18, 2019	Parks and Recreation Board, Stephanie Nakhleh, Chair Library Board, Jenn Baker, Chair
July 2019	July 23, 2019	Planning and Zoning Commission, Terry Priestley, Chair;
August 2019	August 20, 2019	Art in Public Places Board, Jeremy Smith, Chair
September 2019	September 17, 2019	Board of Public Utilities, Carrie Walker, Chair
October 2019	October 15, 2019	Personnel Board, Leslie Geyer, Chair
November 2019	November 5, 2019	Lodger's Tax Advisory Board, Linda Deck, Chair
December 2019	No work session scheduled for Dec.	
January 2020	January 22, 2020	Tentatively reserved for strategic planning
February	Date TBD	

2020		
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County of Los Alamos

Staff Report

July 17, 2019

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.:	4.G.4
Index (Council Goals):	BCC - N/A
Presenters:	Steve Cummins, Deputy Utilities Manager - Power Supply
Legislative File:	11705-19

Title

Quarterly Update on Utility System - Electric Production

Recommended Action

No Recommendation, for information only.

Staff Recommendation

None

Body

This quarterly update will provide a high level overview of the Electric Production operation and generating assets. The Department of Public Utilities operates and manages the electric production assets to serve its customers with affordable, reliable and safe electric service. This is accomplished through multiple contracts, a mix of power generation resources along with the transmission and the distribution system network to serve our customers.

The assets include the San Juan Generating Station near Farmington New Mexico operated by the Public Service Company of New Mexico and the Laramie River Station located in Wheatland Wyoming operated by Basin Electric Power Cooperative. The County owned and operated assets include the Solar PV, Battery Energy Storage System (BESS) and hydroelectric facilities at the Abiquiu and El Vado reservoirs located in Northern New Mexico

Alternatives

None

Fiscal and Staff Impact

None, update only.

Attachments

A - 2019 Electric Production AMT Presentation

EP Asset Management

July 17, 2019
Board of Public Utilities



Agenda

- San Juan Generating Station
- Laramie River Station
- County Hydro (Abiquiu and El Vado)
- Western Area Power Administration (WAPA)
- Utility Scale Solar and Battery Energy Storage System
- Economy Purchases
- Electric Coordination Agreement
- Potential Future Resource Mix
- County Gas Supply

San Juan Generating Station (SJGS)

- Capital- SJGS has completed the last major outage of its life. It will have a small outage for Boiler maintenance in Spring of 2021.
- O&M- SJGS continues to manage staffing issues as it prepares for shutdown. PNM, the plant Operator, has done a good job of balancing Contracting staff and Regular Staff
- Decommissioning is a major issue that has taken center stage.
 - PNM has submitted an “Abandonment filing” at the PRC, however Farmington is doing it’s best to keep operations going.
 - LAC would like to see the whole plant brought down and site cleared to eliminate future risks and costs, however this would require 100% support from all owners.

San Juan Generating Station (SJGS)-Cont.

- Mine Reclamation- LAC has funded a Mine Reclamation Trust and continues to ensure it is properly funded as study estimates fluctuate.
- Fuel- SJGS has benefitted from new pricing and better coal quality since Westmoreland became the supplier.
 - Westmoreland instituted a blending program to help the plant mitigate high sulfur coal.
 - There is dispute regarding the Force Majeure Coal Pile. PNM is trying to resolve with the coal provider. We have a supply of coal that belongs to the owners in the event of a mine issue that could be used to generate power. The ownership would like to burn this coal prior to the closure of the plant, however this would take away sales from the mine operator.
 - The 2018 coal silo accident caused a major issue with regard to revenue recovery for the miner as coal could not be sold as projected. They are asking for relief, monetarily or with the ability to not fully develop a panel of coal. This again, being negotiated by PNM as well as TEP and Farmington.

Laramie River Station (LRS)

Capital-

- Regional Haze regulation- LRS is in its final stages of completing it's implementation plan using the Best Available Retrofit Technology (BART). The capital project began in 2016 and will be completed by the end of this year.

- O&M- LRS continues to be one our LAC's most economical resources

Decommissioning-

- In 2015 LAC was provided Decommissioning Study for LRS. We have funded to our proportional share and continue to fund for inflationary adjustments.
- As of now, plant closure and decommissioning is slated for 2040-2042

Laramie River Station (LRS)- Cont.

Reclamation-

- Unlike SJGS, Mine Reclamation is built directly into fuel costs. LAC is in a good position with regard to funding obligations.

Opportunities-

- LAC is looking for opportunities to capitalize on its long-term agreement by potentially swapping for renewable resources.
- LAC, in parallel is also looking to negotiate a hard exit from LRS if the option exist in accordance with the Board adopted Strategic Initiatives.

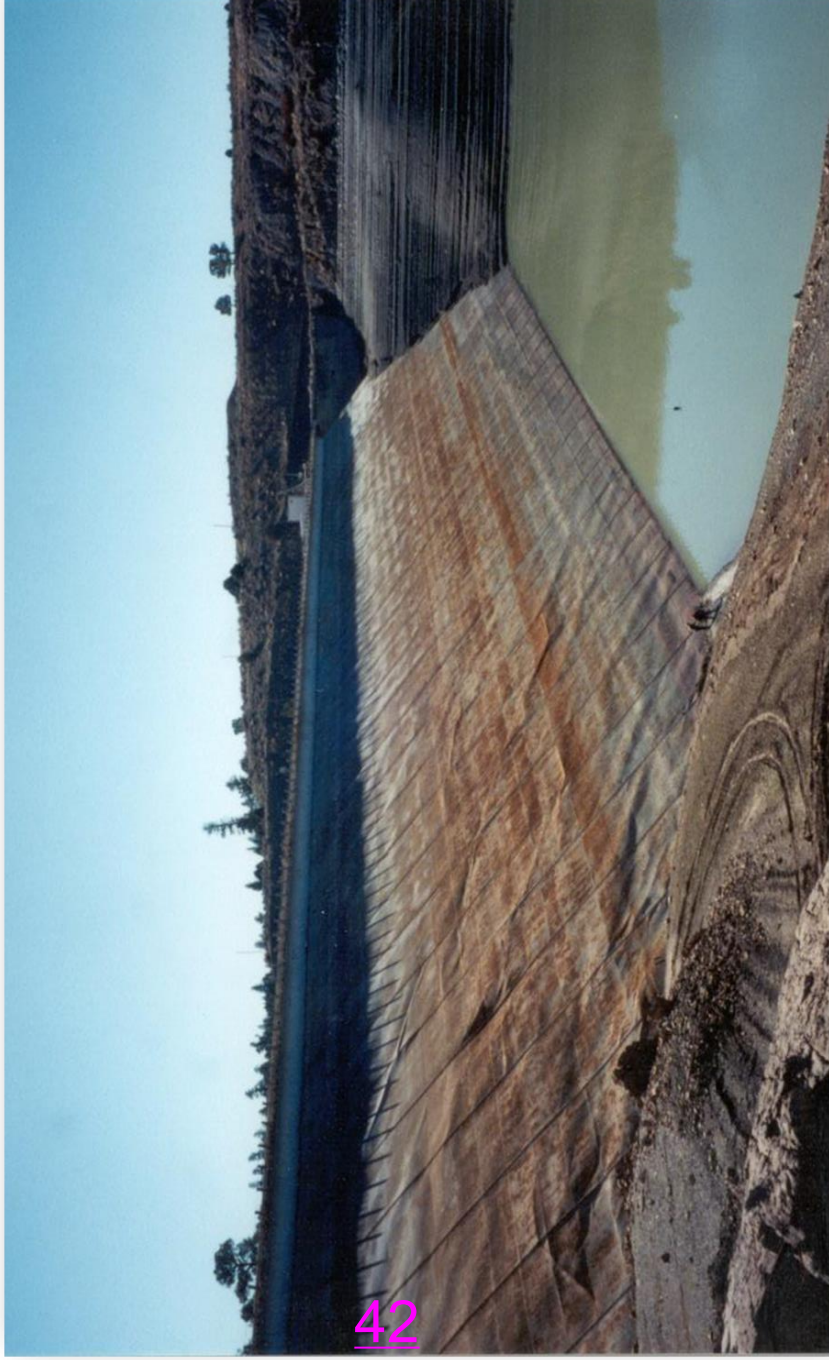
Abiquiu

- Lake Levels- recently lake levels at Abiquiu have been a cause for concern. LAC has met with the Corps of Engineers to discuss water release forecasts. The Albuquerque Water Utility Authority has been withdrawing its San Juan/Chama water stored in the Abiquiu Reservoir. This has had a significant impact on the pool level of the reservoir. Staff will continue to work with the Corps on water releases in conjunction with the new pool elevation to forecast the hydroelectric generation in the coming years.

El Vado

- The Dam is in need of repair due to the structural integrity of the liner on the face of the dam and the spill way. Reclamation is in the process of securing funding and planning the necessary repairs. LAC will be effected in a couple of different ways:
 - Storage capacities at the dam will be restored to its design capacity providing more head resulting in increased generation
 - Rehab alternatives ranges from \$30 to \$100 million. Reclamation is considering the least expensive alternative.
 - Fifteen percent will be charge to Middle Rio Grande Conservancy District (MRGCD) and then distributed to the stakeholders. MRGCD is working on the allocation of the 15%.

El Vado- Cont.



El Vado- Cont.

- Transmission Northern Rio Arriba Co-op (NORA)-
 - The Transmission line that LAC utilizes to export power from EL Vado is in need of complete replacement (poles and wires). LAC is in discussions with NORA to find the most efficient and economical path for the repair.
 - There is a dispute regarding LAC's obligations to assist with a potential transmission line outage. LAC's attorney's office in conjunction with Staff is working to find a solution.

Western Area Power Administration (WAPA)

- WAPA's Hydro Allocation:
 - Demand: We are seeing low to moderate increases in demand costs for this resource.
 - Energy: The threat of drought is always prevalent in the west, however at this time this risk is very low.
- Board and Council approved the execution of the WAPA allocation of hydro power until 2057
- WAPA is one of our most economical resources

Landfill Solar PV array

- The current site continues to operate with little to no issues. Weed Control was the most pressing issue recently. The configuration of the panels makes it difficult for conventional solutions to obstacles at the landfill. Any services required at the site are very time and manual labor intensive. The January snow storms hindered generation immensely. The panels were almost completely covered.
- We have issued an RFP and are working to solidify a contract for the 2nd MW at the landfill site. We are planning to have a contract at the August regularly scheduled board meeting.
- Power Control System 1 of 3 HVAC unit failed this last spring

Battery Energy Storage System BESS

800 kW x 2.3 MWh lead-acid battery



1-MW x 6 MWh NaS battery



Battery Energy Storage System BESS Cont.

- Lead acid battery continues to have reliability issues as failing cells hinder storage capacity
 - Staff will continue to operate functional cells and permanently remove cells from service as they fail. Full decommissioning of the lead acid battery is being considered.
- NaS battery continues with minimal maintenance
 - LAC has reached out to industry partners on possible interest in purchasing NaS
 - LAC acquiring second cost quote for replacement Energy Management System (EMS)
 - LAC researching disposal cost
 - LAC acquired OEM shut down procedures
 - Full decommissioning of the NaS battery is recommended.

Economy Purchases

- LAC is preparing for this summer as market volatility is expected to be very high. Load requirements, high temperatures, and natural gas transportation outages are the main drivers.
- Our expected reliance on Economy Purchases is forecasted to grow due to increased demand with the Laboratory and shutdown of SJGS.
- LAC will be seeking a Purchase Power Agreement in the Fall to help meet energy requirements post SJGS shutdown.

Electric Coordination Agreement- (ECA)

- DOE- has made strides to increase it's on site generating capacity. They are adding a Combined Heat and Power system at TA-3 which will run baseload. In addition they are seeking to add solar to a 50 acre site. The solar site will be approximately 10 MW.
- Negotiations- Continue as the projects listed above and others bring more clarity and certainty to the participants. LAC is a strong believer that we are better off together and will continue to work with DOE to ensure a successful partnership.

ECA-Cont.

- Staff will be presenting staff's position on a post 2025 ECA to the Board and Council subcommittee to seek concurrence and/or guidance for continued negotiations.

Potential Future Resources

- UAMPS
 - Navajo Tribal Utility Authority- LAC is still investigating participation in a 66 MW solar site in Utah. Energy is economical, however transmission is proving to be more of a obstacle in terms of pricing than anticipated. We are working to find transmission alternatives.
 - Small Modular Nuclear Reactor-LAC is still investigating participation in the CFPP to be located at Idaho National Laboratory.

Potential Future Resources-Cont.

- Wind Resources- Together with LRS and as a stand alone, LAC has been in discussions with multiple marketers to participate in a wind site within New Mexico. Output profiles require additional analysis to ensure proper fit with load requirements, as well as delivery of a firm product.

County Gas Supply

- Purchasing- LAC believes the NMMEAA deal serves Los Alamos County well and will continue to do so with the new extension. Staff continues to manage the details of the contract.
 - Pricing continues to be favorable with supply coming from the Permian and San Juan Basins.
 - Transportation- NMGC has put forth a rule change before the PRC. Staff and the Attorney's Office are working together to determine our best path forward.



County of Los Alamos

Staff Report

July 17, 2019

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 4.I.1
Index (Council Goals): BCC - N/A
Presenters: Board of Public Utilities
Legislative File: 12127-19

Title

Tickler File for the Next 3 Months

Attachments

A - Tickler File for the Next 3 Months



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Tickler

Criteria: Agenda Begin Date: 8/1/2019, Agenda End Date: 10/31/2019, Matter Bodies: Board of Public Utilities

File Number	Title	
Agenda Date: 08/21/2019		
11761-19	Calendar Reminder for Upcoming Boards & Commissions Luncheon Department Name: DPU Drop Dead Date:	04A Chairs Report Length of Presentation: Apx. 5 Min Sponsors: Board of Public Utilities
12118-19	Briefing/Report (Dept, BCC) - No action requested Quarterly Update on Utility System - Electric Distribution Department Name: DPU Drop Dead Date:	04G General Board Business Length of Presentation: Apx. 30 Min. Sponsors: Steve Cummins, Deputy Utilities Manager - Power Supply
12128-19	Briefing/Report (Dept, BCC) - No action requested Follow-up to Planning for Upcoming Board of Public Utilities Annual Boards & Commissions Presentation to Council on September 17th, 2019 Department Name: DPU Drop Dead Date:	04G General Board Business Length of Presentation: Apx. 10 Min. Sponsors: Carrie Walker, Chair of the Board of Public Utilities
RE0410-19	Resolution Approval of Incorporated County of Los Alamos Resolution No. XX-XX. A Resolution Removing Uncollectible Utility Accounts from the Incorporated County of Los Alamos' Accounts Receivable List for Fiscal Year 2014 Department Name: DPU Drop Dead Date:	06 Consent Length of Presentation: N/A Sponsors: Bob Westervelt, Deputy Utilities Manager - Finance/Admin
12049-19	Budget Item Approval of Budget Carryovers from FY2019 to FY2020 Department Name: DPU Drop Dead Date:	06 Consent Length of Presentation: N/A Sponsors: Bob Westervelt, Deputy Utilities Manager - Finance/Admin
11474-18	Briefing/Report (Dept,BCC) - Action Requested Approval of Construction of 1 MW of Solar Next to the Existing PV Array Department Name: DPU Drop Dead Date:	07 Business Length of Presentation: Apx. 20 min. Sponsors: Steve Cummins, Deputy Utilities Manager - Power Supply

File Number	Title
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12131-19	Briefing/Report (Dept, BCC) - No action requested Update on Small Pumped Hydroelectric Storage Department Name: DPU Drop Dead Date:	07 Business Length of Presentation: Apx. 20 Min. Sponsors: Steve Cummins, Deputy Utilities Manager - Power Supply
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Agenda Date: 09/18/2019

12050-19	Briefing/Report (Dept,BCC) - Action Requested Approval of Department of Public Utilities Mission, Vision and Values, Strategic Goals and Objectives Department Name: DPU Drop Dead Date:	04G General Board Business Length of Presentation: Apx. 20 Min. Sponsors: Board of Public Utilities
11701-19	Report Quarterly Conservation Program Update Department Name: DPU Drop Dead Date:	04G General Board Business Length of Presentation: Apx. 10 Min Sponsors: James Alarid, Deputy Utilities Manager - Engineering

Agenda Date: 10/16/2019

11762-19	Calendar Reminder for Upcoming Boards & Commissions Luncheon Department Name: DPU Drop Dead Date:	04A Chair's Report Length of Presentation: Apx. 5 Min. Sponsors: Board of Public Utilities
11707-19	Briefing/Report (Dept, BCC) - No action requested Quarterly Update on Utility System - Gas Distribution System Department Name: DPU Drop Dead Date:	04G General Board Business Length of Presentation: Apx. 30 Min. Sponsors: Jack Richardson, Deputy Utilities Manager - GWS Services



County of Los Alamos

Staff Report

July 17, 2019

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 6.A
Index (Council Goals): BCC - N/A
Presenters: Department of Public Utilities
Legislative File: 12125-19

Title

Approval of Board of Public Utilities Meeting Minutes

Recommended Action

I move that the Board of Public Utilities approve the meeting minutes of June 19th and July 1st, 2019 as presented.

Body

REQUESTED REVISIONS TO THE DRAFT MINUTES

Draft minutes are sent to members after each meeting for their review. Members may then send changes to be incorporated prior to final approval of the minutes at the next regular meeting.

The following changes were incorporated into the minutes presented for approval:

1. Kathleen Taylor - 6/19 Minutes. Item 4.C., "Ms. Taylor asked Mr. Glasco to elaborate on the ~~purpose~~ progress of the NM 502 project."

Attachments

- A - Draft BPU Regular Session Minutes - June 19th, 2019
- B - Draft BPU Special Session Minutes - July 1st, 2019



LOS ALAMOS

County of Los Alamos

Minutes

Board of Public Utilities

1000 Central Avenue
Los Alamos, NM 87544

*Carrie Walker, Chair; Jeff Johnson, Vice-chair; Paul Frederickson, Stephen McLin and
Kathleen Taylor, Members
Tim Glasco, Ex Officio Member
Harry Burgess, Ex Officio Member
Pete Sheehey, Council Liaison*

Wednesday, June 19, 2019

5:30 PM

1000 Central Avenue
Council Chambers

REGULAR SESSION

1. CALL TO ORDER

The regular meeting of the Incorporated County of Los Alamos Board of Public Utilities was held on Wednesday, June 19th, 2019 at 5:30 p.m. at 1000 Central Ave., Council Chambers. Board Chair Carrie Walker called the meeting to order at 5:30 p.m.

Present 6 - Board Member Walker, Board Member Johnson, Board Member Frederickson, Board Member McLin, Board Member Taylor and Board Member Glasco

Absent 1 - Board Member Burgess

Assistant to the County Manager Linda Matteson attended for Mr. Burgess.

Ms. Walker moved that the Board of Public Utilities approve the following statement for inclusion in the minutes:

The matters discussed in the closed sessions held on the following dates and times were limited only to those topics specified in the notice of the closed sessions, and no action was taken on any matter in those closed sessions.

May 22nd, 2019 at 7:45 a.m.

May 23rd, 2019 at 8:00 a.m.

June 19th, 2019 at 5:00 p.m.

Yes: 5 - Board Member Walker, Board Member Johnson, Board Member Frederickson, Board Member McLin and Board Member Taylor

2. PUBLIC COMMENT

Ms. Walker opened the floor for public comment on items on the Consent Agenda and for those not otherwise included on the agenda. There were no comments.

3. APPROVAL OF AGENDA

Ms. Taylor moved that the agenda be approved as presented. The motion passed by the following vote:

Yes: 5 - Board Member Walker, Board Member Johnson, Board Member Frederickson, Board Member McLin and Board Member Taylor

4. BOARD BUSINESS

4.A. Chair's Report

Ms. Walker reported on the following items:

1) Ms. Walker noted several departures. Mr. Glasco is retiring, and this will be his last Board meeting as the Utilities Manager. Ms. Walker thanked Mr. Glasco for his service to the Department and reminded the Board that his retirement party will be held on July 11th at 2:00 p.m. at the Nature Center. This is also Mr. Fredrickson's last meeting as a Board member. Ms. Walker presented him with a certificate of appreciation and a gift and thanked him for his service. She welcomed new member Mr. Steve Tobin, whose term officially begins on July 1st.

4.B. Board Member Reports

There were no reports.

4.C. Utilities Manager's Report

Mr. Glasco provided a written report which is included in the minutes as an attachment.

Ms. Taylor asked Mr. Glasco to elaborate on the progress of the NM 502 project.

4.D. County Manager's Report

Mr. Burgess was absent. Ms. Matteson had nothing to report.

4.E. Council Liaison's Report

Mr. Sheehey was not present. Mr. James Robinson attended in his place but arrived after this agenda item. No report was given.

4.F. Environmental Sustainability Board Liaison's Report

Ms. Susan Barns provided a written report which is included in the minutes as an attachment.

4.G. General Board Business

4.G.1 [11699-19](#) Quarterly Conservation Program Update

Presenters: James Alarid

Deputy Utility Manager of Engineering Mr. James Alarid presented this item. The following is the substance of the item being considered.

Upon approval of the Energy and Water Conservation Plan in March 2015, the Board requested that staff provide quarterly updates on the Conservation Program and on progress towards the goals and actions identified in the plan. Mr. Alarid presented a summary of recent conservation activities and presented the 2018 report from the Pajarito Environmental Education Center.

The Board discussed this item and requested clarification where necessary.

4.H. Approval of Board Expenses

There were no expenses.

4.I. Preview of Upcoming Agenda Items

4.I.1 [12048-19](#) Tickler File for the Next 3 Months

Presenters: Board of Public Utilities

In addition to the items already listed in the tickler provided in the agenda packet, the following items were identified for the tickler for upcoming meetings:

- 1) (DATE TBD) - Options for Spending Down Excess Gas Cash Reserves (Jack Richardson or Bob Westervelt)
- 2) (DATE TBD) - Strategies for Funding Future Water Projects Through Reserves or Bonds (Jack Richardson or Bob Westervelt)
- 3) (DATE TBD) - Possible Clarifying Language Changes to the Financial Policies (Bob Westervelt)

5. PUBLIC HEARING(S)

There were no public hearings scheduled for this meeting.

6. CONSENT AGENDA

Ms. Taylor moved that the Board of Public Utilities approve the items on the Consent Agenda as presented and that the motions contained in the staff reports be included in the minutes for the record. The motion passed by the following vote:

Yes: 5 - Board Member Walker, Board Member Johnson, Board Member Frederickson, Board Member McLin and Board Member Taylor

6.A [12045-19](#) Approval of Board of Public Utilities Meeting Minutes

Presenters: Board of Public Utilities

I move that the Board of Public Utilities approve the meeting minutes of May 15th, 2019 as presented.

6.B [12020-19](#) Approval of DOE/LAC Resource Pool Budget Adjustment for Fiscal Year 2019 Due to Cost of Purchased Power and Approval of Related County Budget Revision 2019-41

Presenters: Bob Westervelt

I move that the Board of Public Utilities approve the 2019 Resource Pool budget adjustment and approve Budget Revision 2019-41 as presented and forward to the County Council for its approval. I further move that Budget Revision 2019-41 be included as an attachment in the minutes for the record.

- 6.C [12021-19](#) Approval of DOE/LAC Resource Pool Budget for Fiscal Years 2020/2021

Presenters: Bob Westervelt

I move that the Board of Public Utilities approve the 2020-2021 Resource Pool budget as presented and forward to the County Council for its approval.

7. BUSINESS

- 7.A [12017-19](#) Approval of Appointment of New Utilities Manager

Presenters: Board of Public Utilities

Board Chair Ms. Walker presented this item. The following is the substance of the item being considered.

The present Utilities Manager, Timothy A. Glasco, has by written notice dated February 20, 2019, notified the Board of Public Utilities of his intention to retire in 2019. His intention is to retire effective July 12, 2019. The Board of Public Utilities has selected Philo S. Shelton III, the present Public Works Director, for the Utilities Manager position, subject to approval of the Council. The Board has interviewed Mr. Shelton and negotiated an employment agreement with him. It is the Board's opinion that the Department of Public Utilities will continue to excel under the management of Mr. Shelton. The appointment will become effective June 30, 2019 to coincide with the start of a new work week.

Mr. Johnson moved that the Board of Public Utilities approve the appointment of Philo S. Shelton III as Utilities Manager for Los Alamos County and an employment agreement dated June 30th, 2019. The motion passed by the following vote:

Yes: 4 - Board Member Walker, Board Member Johnson, Board Member Frederickson and Board Member Taylor

Abstain: 1 - Board Member McLin

- 7.B [11924-19](#) Financial Plan Update

Presenters: Bob Westervelt

Deputy Utility Manager of Finance and Administration Mr. Bob Westervelt presented this item. The following is the substance of the item being considered.

The Board of Public Utilities adopted formal policies for financial targets in August of 2016. With adoption of formal targets for desired cash balances for the Utilities funds, initial steps for implementation involved assessment of the status at that time, followed by consideration of methods and alternatives for resolving differences. It has been a little over two years since adoption. This report is intended to provide information to help assess progress toward financial goals and to assist the Board in determining if revision

of guidelines or targets is prudent at this time.

The Board discussed this item and requested clarification where necessary.

Ms. Walker opened the floor for public comments. Members of the public gave the following summarized comments:

1) Mr. Mike Dempsey, 300 Connie Avenue - Mr. Dempsey provided written comments, which are included in the minutes as an attachment.

The following actions were identified for follow-up:

1) Staff will return to the Board at a later date to discuss options for the excess gas cash balance, strategies for funding future water system projects through reserve funds or bonds, and to discuss possible changes to clarify some of the language in the Financial Policies.

8. STATUS REPORTS

8.A 12047-19 Status Reports

Presenters: Board of Public Utilities

The following informational status reports were provided to the Board in the agenda packet:

- 1) Electric Reliability Update
- 2) Safety Report

9. PUBLIC COMMENT

Ms. Walker opened the floor for public comment on any items. Members of the public gave the following summarized comments:

1) Mr. McLin - Mr. McLin expressed his personal thanks and appreciation to Mr. Glasco for all he has done for the County during his employment. He also confirmed for Mr. Dempsey that the Board did receive his e-mail regarding smart meter concerns. Mr. McLin assured Mr. Dempsey that even though he has not received a formal response from the Board, Mr. McLin feels has raised important questions that he has also considered and will continue to consider in the future.

10. ADJOURNMENT

The meeting adjourned at 7:12 p.m.

APPROVAL

Board of Public Utilities Chair Name

Board of Public Utilities Chair Signature

Date Approved by the Board

ATTACHMENT
OFFICER REPORTS
SUBMITTED AT THE MEETING

**Utility Manager's Report
June 19, 2019**

1. The official kick-off meeting for the AMI project was held on Tuesday, May 21st. Major field work is not expected to begin until September or late August.
2. A new MUNIS upgrade is scheduled to begin in October, 2019, and will continue possibly through December. We are preparing for more billing issues associated with the new software.
3. Work continues on our Zia Application, with the final draft for comments received from our Contractor, Human Strategies, LLC in early June. Applications are due to be submitted to QNM by the first of July. The Application will satisfy the Charter requirement for a management audit conducted every 5 years.
4. We received a draft water rights lease from the NNSA in early June. Staff has reviewed the draft and submitted comments to our attorneys, and to Kutak Rock. We will be submitting our proposed revisions to the DOE before the end of this month.
5. Professional photos for Board and Council members is scheduled for the afternoon of June 25th. Please get with Jaime to arrange for a photo.
6. Received responses to the County's Request for Proposals for installation of a second megawatt of PV at the landfill were received at the end of May. Plan on presenting a contract to the Board in July for approval. Looks like we can install 1.3MW, for a 25-year PPA at \$58/MWh. This should allow us to market around 400 KW of PV to our customers at a premium of approximately two cents per kwh.
7. Interviewed for filling the vacant customer care position. Also notified that Alicia Garcia is leaving us to go to Procurement as a Senior Buyer. Advertised for a new utilities locator, a new Senior Office Specialist and for a new WWTP Superintendent.
8. NM502 is under construction, with an expected 2-year construction period. Present work is mostly installation of utility infrastructure, with new road construction and paving scheduled for next year. East Jemez Rd/NM4 intersection construction project is mostly funded and will begin in the next few months. The existing intersection has been shown to lack adequate capacity for the traffic load placed upon it. Design of the new intersection is expected to be complete by late August, with construction planned for 2021. The US Army Corps will manage the design and construction of the project.
9. We have hired five summer engineering student interns this year. Two are working on electrical engineering projects, one is with GWS and the remaining two with Engineering.

Environmental Sustainability Board (ESB) liaison report

Susan Barns, ESB Liaison 6/20/2019

Last month's activities and updates included:

- An overview presentation on the Save-As-You-Throw proposal for tiered residential trash rates.
- Planning for summer outreach events at meetings, festivals and concerts.
- Discussion of waste reduction activities in schools, composting, and the use of Roundup by the County.

Tomorrow night's ESB meeting will include:

- An informational open house on the Save-As-You-Throw program, 5:30-6:30 pm in Council Chambers. Refreshments will be served.
- The regular meeting will begin at 6:45, and will cover Council revisions to our FY2020 Work Plan, as well as results of the zero waste efforts at summer concerts so far.

Notes:

Environmental Services staff are working on scheduling a presentation by Robert Gibson on his LAC greenhouse gas report.

Also, ESB members will be staffing a table at tomorrow morning's Farmers' Market to talk with the public about Save-As-You-Throw, recycling, food waste reduction, and any other sustainability topic folks want to discuss.

ATTACHMENT WRITTEN PUBLIC COMMENTS

People who give public comment at a meeting may submit a written copy before, during or after the meeting to be included in the minutes.

Los Alamos Board of Utilities June 19, 2019

Mr. Glasco congrats on Retirement

Questions: Congrats + Thanks on Reliable Robust utilities in LA county

- 1) Has any information been developed as to whether the AMI Smart Electric meters have ZTE and or Huawei components in them?
- 2) Is Los Alamos National Laboratory going to have AMI Smart electricity meters installed at all of its utility locations?
- 3) Do we agree that one of the ^{Enabled}~~enabled~~ functions to the AMI system Los Alamos County will install will be the ability to turn off the electrical supply remotely?
- 4) What makes the Los Alamos County Department of Utilities believe that they will be the only entity to be able to control the remote shutdown of Electrical service?

Thanks,

Mike Dempsey
300 Connie Ave.
Los Alamos, NM 87547



LOS ALAMOS

County of Los Alamos
Minutes
Board of Public Utilities

1000 Central Avenue
Los Alamos, NM 87544

*Carrie Walker, Chair; Jeff Johnson, Vice-chair; Stephen McLin, Kathleen Taylor and Steve
Tobin Members*
Tim Glasco, Ex Officio Member
Philo Shelton, Ex Officio Member
Harry Burgess, Ex Officio Member
Pete Sheehey, Council Liaison

Monday, July 1, 2019

5:30 PM

Council Chambers

Special Session

1. CALL TO ORDER

A special meeting of the Incorporated County of Los Alamos Board of Public Utilities was held on Monday, July 1st at 5:30 p.m. at 1000 Central Ave., Council Chambers. Board Vice-chair Jeff Johnson ran the meeting for Chair Walker and called the meeting to order at 5:31 p.m.

Present 6 - Board Member Walker, Board Member Johnson, Board Member McLin, Board Member Glasco, Board Member Shelton and Board Member Burgess

Absent 1 - Board Member Taylor

Remote 1 - Board Member Tobin

Mr. Tobin attended via teleconference.

2. PUBLIC COMMENT

Mr. Johnson opened the floor for public comment on items not otherwise included on the agenda. There were no comments.

3. APPROVAL OF AGENDA

Mr. Tobin moved that the agenda be approved as presented. The motion passed by the following vote:

Yes: 3 - Board Member Walker, Board Member Johnson and Board Member Tobin

No: 1 - Board Member McLin

Absent: 1 - Board Member Taylor

4. BUSINESS

A. 12099-19 Incorporated County of Los Alamos Resolution No. 19-16: A Resolution

Supplementing Resolution No. 19-05 Relating to the Natural Gas Supply Agreement Between the Incorporated County of Los Alamos and the New Mexico Municipal Energy Acquisition Authority, as Amended by a First Amendment; Authorizing the Execution and Delivery of a Second Amendment to the Natural Gas Supply Agreement and Other Action Necessary or Advisable to Obtain a Gas Discount Pursuant to the Supply Agreement, as Amended, Including the Execution and Delivery of Certificates and Agreements Relating to the Foregoing; Ratifying, Approving, and Confirming Prior Action Taken Related to the Foregoing; and Repealing Action Inconsistent Herewith.

Presenters: Bob Westervelt

Deputy Utility Manager of Finance & Administration Mr. Bob Westervelt presented this item. The following is the substance of the item being considered.

On May 7, 2019, Council passed and adopted resolution 19-05 authorizing action necessary or advisable to obtain a gas discount pursuant to the natural gas supply agreement between the County and the New Mexico Municipal Energy Acquisition Authority (NMMEAA), including execution and delivery of certificates and agreements related to that action. It further delegated authority to the Utilities Manager to take all action necessary to effectuate the 2019 Refunding Transaction. In order for the County to obtain the 2019 discount, it is necessary that the County execute a Second Amendment to the Gas Supply Agreement to provide for the acquisition of additional natural gas quantities and a corresponding reduction of natural gas quantities to have been delivered under the original Gas Supply Agreement and other related adjustments. On review of the underlying documents, it was noted that Resolution 19-05 did not specifically authorize the required Second Amendment nor did it specifically delegate authority to the Utilities Manager to execute that amendment. This resolution specifically clarifies and authorizes the Second Amendment to the Gas Supply Agreement, affirms and ratifies prior action taken, and delegates authority to the Utilities Manager to execute the necessary documents.

The Board discussed this item and requested clarification where necessary.

Mr. McLin moved that the Board of Public Utilities approve Incorporated County of Los Alamos Resolution No. 19-16: A Resolution Supplementing Resolution No. 19-05 Relating to the Natural Gas Supply Agreement Between the Incorporated County of Los Alamos and the New Mexico Municipal Energy Acquisition Authority, as Amended by a First Amendment; Authorizing the Execution and Delivery of a Second Amendment to the Natural Gas Supply Agreement and Other Action Necessary or Advisable to Obtain a Gas Discount Pursuant to the Supply Agreement, as Amended, Including the Execution and Delivery of Certificates and Agreements Relating to the Foregoing; Ratifying, Approving, and Confirming Prior Action Taken Related to the Foregoing; and Repealing Action Inconsistent Herewith, and forward to the Los Alamos County Council with a recommendation for adoption. The motion passed by the following vote:

Yes: 4 - Board Member Walker, Board Member Johnson, Board Member Tobin and Board Member McLin

Absent: 1 - Board Member Taylor

5. **PUBLIC COMMENT**

Mr. Johnson opened the floor for public comment on any items. There were no comments.

6. **ADJOURNMENT**

The meeting adjourned at 6:08 p.m.

APPROVAL

Board of Public Utilities Chair Name

Board of Public Utilities Chair Signature

Date Approved by the Board



County of Los Alamos

Staff Report

July 17, 2019

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 6.B
Index (Council Goals): * 2019 Council Goal - Investing in Infrastructure
Presenters: Jack Richardson, Deputy Utilities Manager - GWS Services
Legislative File: AGR0621-19

Title

Approval of Services Agreement No. AGR19-49 with KLM Engineering, Inc. in the amount of \$69,950.00, plus Applicable Gross Receipts Tax, for the Purpose of 2019 Water Tank Coating & Cathodic Protection Inspection

Recommended Action

I move that the Board of Public Utilities approve Services Agreement No. AGR19-49 with KLM Engineering Inc. in the amount of \$69,950.00 and a contingency in the amount of \$15,000.00, for a total of \$84,950.00, plus applicable gross receipts tax, for the purpose of Water Tank Coating and Cathodic Protection Inspection.

Staff Recommendation

Staff recommends that the Board approve as presented.

Body

The short term (10-year) and long range (20-year) CIP program for Water Production includes the repainting of 8 existing water storage tanks. In addition, three new storage tanks are proposed to be added to the system over this same planning period. It is felt that having a professional team complete a coating inspection of all Water Production storage tanks, other than those that have been repainted within the past 10 years, will provide the sound scientific data necessary to properly prioritize the individual storage tank repainting projects within the CIP program.

The inspection program proposed within this agreement includes a structural inspection to verify if our existing storage tanks meet current codes for safety. It also includes gathering a small sample of the existing interior coating system to test for lead based paint. Knowing this information will allow us to better develop more accurate priority and budget estimates for the CIP program for each individual tank project.

16 of our existing storage tanks have cathodic protection equipment. This agreement also includes the inspection of each of our cathodic protection systems by a certified cathodic protection system tester. The final report will include any deficiencies that will allow us to develop recommendations for correction to bring each tank's cathodic protection system up to standard operating performance.

Knowing this information will allow us to better determine the cost effectiveness of using cathodic protection systems on future storage tanks.

Alternatives

The alternative to approval of this agreement is for staff to undertake this inspection in house. Considering what would be required for in house staff training, equipment and materials completing the necessary inspections using in house staff would not be less expensive than the average cost per tank using this agreement of \$3,497.50 per tank. Further, in house staff would probably have to drain each tank in order to complete the interior inspections and this would probably lead to adverse water service disruptions to our customers.

Fiscal and Staff Impact

Funds to cover this agreement are budgeted in the FY 2020 O&M budget for Water Production.

Attachments

A - AGR19-49 KLM Engineering



**INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT**

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **KLM Engineering, Inc.**, a Minnesota corporation ("Contractor"), to be effective on July 18, 2019.

WHEREAS, the County Purchasing Agent determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 19-49 ("RFP") on April 7, 2019, requesting proposals for Water Tank Coating and Cathodic Protection Inspection, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated May 7, 2019 ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

WHEREAS, the Board of Public Utilities approved this Agreement at a public meeting held on July 17, 2019; and

WHEREAS, Contractor shall provide the services, as described below, to County.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. SERVICES: Contractor, pursuant to the RFP and Contractors response, made part of and incorporated by reference herein, shall provide the following services (hereafter "Services"):

1. Remote Operated Vehicle ("ROV") Inspections:
 - a. Contractor and County shall, within thirty (30) days from the effective date of this Agreement, establish a mutually agreeable schedule for conducting the Services herein.
 - b. Contractor shall utilize a two-man crew and a remote operated vehicle ("ROV") to perform the inspections and Services, as provided herein, on twenty (20) County water tanks.
 - c. Inspections shall be conducted only where water in the water tank is at or near the water tank's high water level ("HWL") at the time of inspection.
 - d. In conducting any water tank inspection, Contractor shall utilize a properly disinfected ROV in accordance with the American Water Works Association ("AWWA") policies and guidance for the inspection of the interior roof, roof structure, and all appurtenances such as vents, manways, and ladders; and the balance of the tank's interior for signs of premature coating failure, spot or pitted corrosion, internal ladders, support columns and tank floor. Contractor shall video record, with a submersible waterproof recording device, all areas with any deficiencies.

- e. In addition to providing ROV inspection, and due to the large size of the tanks, Contractor shall insert an inspector into the water tank and using a person in a properly disinfected raft and video recording equipment, conduct an inspection of the interior ceiling on the following County designated water tanks:

- (1) Arizona Tank;
- (2) Pajarito Tank 4A;
- (3) Sycamore Tank; and
- (4) Twin Tank.

2. Inspections of Cathodic Protection Systems:

Contractor shall provide a National Association of Corrosion Engineers ("NACE") Inspector that is properly trained and qualified to perform an inspection and evaluation of each tanks' Cathodic Protection ("CP") system, where installed, per NACE Standard RPO388-1990 Impressed Current Cathodic Protection of Internal Submerged Surfaces of Water Storage Tanks. Contractor shall not make any adjustments to any CP system during these evaluations. Contractor shall, however, thoroughly document findings and system status, in the final Contractor report. The inspection of the CP systems shall include, but not be limited to: On/Off; Operable/Inoperable; Year Manufactured (if available); Current Settings & Readings (AC & DC Input & Output Voltage, DC Output Current); Status of Leads & Terminations; Status of Anode Support System; and Visual Status of Anodes.

3. Exterior and Interior Coatings Inspections for All Tanks:

- a. Contractor shall provide a NACE Coatings Inspector that is properly trained and qualified to perform exterior inspections to evaluate the coating conditions and determine whether the coating is capable of over coating or requires complete reconditioning. Contractor shall also inspect for structural deficiencies and current Occupational Safety and Health Administration ("OSHA") compliance issues.
- b. Exteriors shall be inspected from all areas accessible *without rigging*. If County requires Contractor to use rigging, as defined by industry standards, such costs will be paid outside of this Agreement pursuant to separate written agreement. Such agreement shall be obtained pursuant to the County Procurement Code.
- c. Contractor shall examine the coating conditions of both the interior and exterior of all designated County water tanks.
- d. Contractor's inspection shall include using ultrasonic thickness readings ("UT"), dry film thickness ("DFT"), and standard American Society for Testing and Materials ("ASTM") tests. Contractor's inspection shall also include removing by scraping or other method an amount of interior coating material sufficient for County to submit to a testing laboratory to determine if any existing coating material contains lead.
- e. Inspections shall include, at minimum, the following elements:
 1. Roof Structure (size and style)
 2. Ladders, cages, platforms and handrails
 3. Vents (size and style)
 4. Painters rigging
 5. Roof manways (size and style)
 6. Reinforcement pads
 7. Ventilation manways (size and style)
 8. Balcony or stiffening girder
 9. Support column (size and style)
 10. Anchor bolts and cotter pins
 11. Overflow weir and pipe (size and style)
 12. Base pad condition including flexcel and grout
 13. Capacity level and head rang
 14. Screens on vents and overflows
 15. Inlet/outlet pipe
 16. Safety Devices

- 17. Mud ring
- 19. Drains
- 21. Floor condition (oil canning)
- 23. Cathodic Protection
- 25. Girders and sail plates

- 18. Lighting
- 20. Site dimensions
- 22. Safety Considerations
- 24. Pitting
- 26. Overflow air breaks, splash pads,
and drainage

- 4. Contractor shall provide to County a bound report written for each tank, whether County water tanks meet recommended AWWA, NACE, and industry accepted standards. The report shall provide the following:
 - a. The condition of the coatings and structural integrity of each water tank;
 - b. Identify the amount of sediment within each tank and estimate for the best industry recommended removal and cleaning;
 - c. Provide a cost estimate for all recommended repair work for each tank;
 - d. Condition of each tanks' (where available) cathodic protection and system status;
 - e. Color photographs and digital video disc ("DVD") substantiating details and findings;
 - f. Maintenance recommendations to County; and
 - g. Recommendations for future inspections.
- 5. County shall be responsible for the following:
 - a. Schedule and provide access to County property where water tanks are located for providing the Services herein;
 - b. Manning the shut off valve at all times during any inspection of a County Water tank;
 - c. Opening and closing the inlet/outlet pipe of any water tank during inspection events; and
 - d. Prior to Contractor beginning its inspection, County shall provide to Contractor any copies of available information on each tank, including maintenance records, construction drawings, previous inspection reports, and previous painting or reconditioning.

SECTION B. TERM: The term of this Agreement shall commence on July 18, 2019, and shall continue through July 18, 2020, unless sooner terminated, as provided herein. The Agreement may be extended for up to two (2) one (1) year terms upon the written mutual consent of each party.

SECTION C. COMPENSATION:

- 1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed SIXTY NINE THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS (\$69,950.00) which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.
- 2. **Monthly Invoices.** Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGR levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and will not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and will maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION K. APPLICABLE LAW: Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

SECTION M. INDEMNITY: Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

SECTION N. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

SECTION O. NON-ASSIGNMENT: Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

SECTION P. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION Q. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it will not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION R. TERMINATION:

1. **Generally.** County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.
2. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION S. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

Water Systems Superintendent
Incorporated County of Los Alamos
101 Camino Entrada, Building 5
Los Alamos, New Mexico 87544

Contractor:

Thomas Quammen, Central Regional Manager
KLM Engineering, Inc.
1976 Wooddale Drive, Suite 4
Woodbury, Minnesota 55125

SECTION T. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both County and Contractor.

SECTION U. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes. This Section acknowledges compliance with Chapter 81 of the Laws of 2006 of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____
PHILO S. SHELTON III, P.E. **DATE**
UTILITIES MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

KLM ENGINEERING, INC. A MINNESOTA
CORPORATION

BY: _____
SHAWN MULHERN **DATE**
PRESIDENT AND CEO

Exhibit "A"
Compensation Rate Schedule
AGR19-49

Fee inspections of the following twenty (20) tanks

\$69,950.00

TANK NAME	TANK SIZE (MG) / HEIGHT (FT)	COATING SYSTEM	STRUCTURAL & TARGET SYSTEM	CATHODIC PROTECTION SYSTEM
Arizona Tank	7.75 / 34	X	X	X
Barranca Tank 2 (Elevated 140 ft)	0.20 / 36	X	X	X
Community Tank	1.00 / 65		X	X
Guaje Booster Sta. 1 Tank	0.15 / 34	X	X	X
Guaje Booster Sta. 2 Tank 1	0.10 / 19	X	X	
Guaje Booster Sta. 3 Tank 1	1.00 / 30	X	X	X
North Mesa Tank (Elevated 154 ft)	0.20 / 36		X	
Otowi Booster Sta. 1 Tank 2	0.20 / 30	X	X	
Otowi Well 4 Tank (Anniv.)	0.25 / 14	X	X	
Pajarito Booster Sta. 1 Tank	1.50 / 30		X	X
Pajarito Booster Sta. 2 Tank 1	1.50 / 35		X	X
Pajarito Booster Sta. 2 Tank 2	0.25 / 36		X	X
Pajarito Booster Sta. 3 Tank	1.00 / 35	X	X	X
Pajarito Tank 4	1.50 / 35	X	X	X
Pajarito Tank 4A	4.00 / 32		X	X
Pajarito Well 5 Tank	0.10 / 28		X	X
Quemazon Tank	0.75 / 24	X	X	X
Sycamore Tank	7.75 / 32	X	X	X
Twin Tank	7.75 / 34	X	X	X
Western Tank	0.25 / 21	X	X	X
NOTE: All tanks are welded steel tanks with their base on the ground; except the two elevated tanks elevated to the tank overflow elevation.				

Total fee not to exceed the amount provided for in Section C.1. of the Agreement, and shall include any mobilization, per diem, structural engineer's review, cost estimates and bound reports. All costs shall require detailed invoices.



County of Los Alamos

Staff Report

July 17, 2019

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 6.C
Index (Council Goals): BCC - N/A
Presenters: Bob Westervelt, Deputy Utilities Manager - Finance/Admin
Legislative File: 12102-19

Title

Transfer of FY19 Budget Authority Between Funds

Recommended Action

I move that the Board of Public Utilities approve transfer of fiscal year 2019 Budget Spending Authority between Utilities Sub-funds as follows:

- Gas Labor increase by \$150,000.00**
- Gas Non-Labor increase by \$225,000.00**
- Water Production Labor increase by \$40,000.00**
- Waste Water Labor reduce by \$190,000.00**
- Water Production Non-Labor reduce by \$225,000.00**

Staff Recommendation

Staff recommends approval of the motion as presented

Body

Budget authority for Utilities is authorized at the Joint Utilities Fund level through the County Budget as approved by Council and DFA. Total budget authority for the Department is adequate. This action simply reallocates existing budget authority to cover known actual expenditures in the individual sub funds. Since there is no proposed change to the total spending authority authorized through the County budget process and submitted to DFA, further approval by Council is not required.

In the Labor category the re-allocation between sub funds in the Gas - Water - Sewer (GWS) Organization makes the most sense. This is because in Tyler Munis, each staff member is assigned to a "Home Org", and any benefits, nonproductive time, or time otherwise not allocated to a specific job hits that "Home Org". All of GWS staff is "Homed" in Gas, and significant labor charges that possibly should have been allocated to specific jobs in Gas, Sewer, or Water Distribution were not so allocated, and thus hit the Gas Sub Fund. This situation will be avoided in the future as we become more diligent in capturing labor activities in this new system.

The non-labor portion of the adjustment is to cover the cost of purchased gas which, as a direct pass through will actually be covered through increased revenues, but those revenues will not be realized until the next month (July).

Alternatives

This budget revision simply moves budget authority to where actual spending has already occurred to close out the fiscal year. Should the Board fail to approve this budget adjustment the Gas and Water Production sub funds will have expenditures exceeding their authority, which will require budget overrides to process invoices and which would most likely result in an audit finding.

Fiscal and Staff Impact

The net fiscal impact on the Joint Utilities Fund is zero.

Attachments

A - Gas fund Budget to Actuals Detail

B - All funds Budget to Actual Summary

Los Alamos County
Department of Public Utilities
FY2019 Pre-Adjustment Budget to Actuals Detail, June 30, 2019

Sum of AMOUNT	Org Name	Type	Budget	Actual	Encumbrances	Available Budget	Avail. Budget Less	FY 2019 YE Projected
Labor Non Labor								
Labor	SUPERVISION, MISC DIRECT		184,161	532,232		(348,071)	(348,071)	(303,996)
	GAS DISTRIBUTION		297,158	172,591		124,567	124,567	124,567
	GAS METERS		81,686	36,237		45,449	45,449	39,058
	GA CAPITAL			6,201		(6,201)	(6,201)	(6,201)
Labor Total			563,005	747,261		(184,256)	(184,256)	(146,573)
Non-Labor	SUPERVISION, MISC DIRECT		94,331	110,416	3,632	(16,085)	(19,717)	(19,717)
	GAS DISTRIBUTION		36,000	56,654	1,701	(20,654)	(22,355)	(22,355)
	GAS METERS		52,000	98,840		(46,840)	(46,840)	(46,840)
	INTERDEPARTMENT CHARGES		355,889	355,889		0	0	0
	ENG. CUST SVC. MR AND ADMIN		658,609	365,260		293,349	293,349	93,349
	IN LIEU TAXES		216,418	207,911		8,507	8,507	8,507
	COST OF GAS		2,333,250	2,520,790		(187,540)	(187,540)	(437,540)
	GA CAPITAL		2,010,825	34	1,808,740	2,010,791	202,051	202,051
Non-Labor Total			5,757,322	3,715,795	1,814,074	2,041,527	227,453	(222,547)
Grand Total			6,320,327	4,463,056	1,814,074	1,857,271	43,197	(369,120)

Los Alamos County
Department of Public Utilities
FY2019 Pre-Adjustment Budget to Actuals Summary, June 30, 2019

	<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Labor</u> <u>Adjustments/Pr</u> <u>ojections</u>	<u>Available Budget</u>	<u>Avail. Budget Less</u> <u>Encumbrances</u>
EP Labor	1,544,716.00	1,588,938.56	-	45,541.00	1,318.44	1,318.44
EP Non-Labor	41,058,206.00	33,427,136.75	474,488.69	(4,853,773.95)	2,777,295.30	2,302,806.61
EP Total	42,602,922.00	35,016,075.31	474,488.69	(4,808,232.95)	2,778,613.74	2,304,125.05
ED Labor	4,598,812.00	4,430,468.48	-	117,705.18	286,048.70	286,048.70
ED Non-Labor	5,787,511.00	2,591,707.29	2,338,770.93	(200,000.00)	2,995,803.71	657,032.78
ED Total	10,386,323.00	7,022,175.77	2,338,770.93	(82,294.82)	3,281,852.41	943,081.48
GAS Labor	563,005.00	747,261.03	-	37,683.13	(146,572.90)	(146,572.90)
GAS Non-Labor	5,757,322.00	3,715,794.80	1,814,073.71	(450,000.00)	1,591,527.20	(222,546.51)
Gas Total	6,320,327.00	4,463,055.83	1,814,073.71	(412,316.87)	1,444,954.30	(369,119.41)
DW Labor	699,930.00	573,719.26	-	4,545.61	130,756.35	130,756.35
DW Non-Labor	3,422,377.00	1,115,326.62	1,842,975.06	(200,000.00)	2,107,050.38	264,075.32
DW Total	4,122,307.00	1,689,045.88	1,842,975.06	(195,454.39)	2,237,806.73	394,831.67
WP Labor	920,249.00	983,412.03	-	25,531.58	(37,631.45)	(37,631.45)
WP Non-Labor	10,408,194.00	4,793,577.51	2,075,097.26	(300,000.00)	5,314,616.49	3,239,519.23
WP Total	11,328,443.00	5,776,989.54	2,075,097.26	(274,468.42)	5,276,985.04	3,201,887.78
WW Labor	1,430,050.00	1,187,104.42	-	3,530.70	246,476.28	246,476.28
WW Non-Labor	4,796,453.00	2,445,524.91	243,474.64	(200,000.00)	2,150,928.09	1,907,453.45
WW Total	6,226,503.00	3,632,629.33	243,474.64	(196,469.30)	2,397,404.37	2,153,929.73
Utility Total	80,986,825.00	57,599,971.66	8,788,880.29	(5,969,236.75)	17,417,616.59	8,628,736.30



County of Los Alamos

Staff Report

July 17, 2019

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 6.D
Index (Council Goals): * 2019 Council Goal - Planning for Appropriate Levels of County Services
Presenters: Philo Shelton, Utilities Manager
Legislative File: RE0414-19

Title

Approval of Incorporated County of Los Alamos Resolution No. 19-17; A Resolution Appointing Utah Associated Municipal Power Systems ("UAMPS") Member Representative

Recommended Action

I move that the Board of Public Utilities approve Incorporated County of Los Alamos Resolution No. 19-17; A Resolution Appointing Utah Associated Municipal Power Systems ("UAMPS") Member Representative and forward to Council for consideration with a recommendation for adoption.

Staff Recommendation

Staff recommends approval of the resolution as presented.

Body

In February 2014, County Council approved a resolution agreeing to membership in Utah Associated Municipal Power Systems (UAMPS). This resolution is to appoint Philo Shelton, Utilities Manager, as the new Member Representative to UAMPS.

Alternatives

The Board could choose not to approve the resolution.

Fiscal and Staff Impact

None

Attachments

A - Resolution 19-17

INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 19-17

**A RESOLUTION APPOINTING UTAH ASSOCIATED MUNICIPAL
POWER SYSTEMS ("UAMPS") MEMBER REPRESENTATIVE**

WHEREAS, Incorporated County of Los Alamos Resolution No. 14-13 appointed Timothy A. Glasco, Utilities Manager, as its representative to Utah Associated Municipal Power Systems ("UAMPS"); and

WHEREAS, Timothy A. Glasco has retired from the position of Utilities Manager, and Philo S. Shelton III has filled the position of Utilities Manager; and

WHEREAS, Resolution No. 14-13 is hereby repealed, and Philo S. Shelton III shall now serve as the Incorporated County of Los Alamos representative to UAMPS.

BE IT RESOLVED by the Council of the Incorporated County of Los Alamos that:

Section 1. Philo S. Shelton III, Utilities Manager, is hereby appointed as its representative to Utah Associated Municipal Power Systems ("UAMPS"), together with such alternate or alternates as the Council shall appoint.

Section 2. The Council hereby appoints Steve Cummins, Deputy Utilities Manager for Power Supply, as its alternate.

Section 3. This Resolution shall remain in effect until repealed by another Resolution appointing a different representative to UAMPS.

PASSED AND ADOPTED this 6th day of August, 2019.

**COUNCIL OF THE INCORPORATED
COUNTY OF LOS ALAMOS, NEW MEXICO**

**Sara C. Scott,
Council Chair**

ATTEST: (Seal)

**Naomi D. Maestas,
Los Alamos County Clerk**



County of Los Alamos

Staff Report

July 17, 2019

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 7.A
Index (Council Goals): BCC - N/A
Presenters: James Alarid, Deputy Utilities Manager - Engineering
Legislative File: AGR0619-19

Title

Approval of Services Agreement No. AGR19-47 with Bohannon Huston in the amount of \$2,049,289.00, plus Applicable Gross Receipts Tax, for the Purpose of the Design of the White Rock Wastewater Treatment Plant and Consideration of Budget Revision 2020-05.

Recommended Action

I move that the Board of Public Utilities approve Services Agreement No. AGR19-47 with Bohannon Huston in the amount of \$2,049,289.00 and a contingency in the amount of \$102,464.00, for a total of \$2,151,753.00, plus applicable gross receipts tax, for the purpose of the Design of the White Rock Wastewater Treatment Plant and forward to Council for approval. I further move the Board of Public Utilities approve Budget Revision 2020-05 as summarized on Attachment B and forward to Council for approval. I further move the budget revision be included in the minutes.

Staff Recommendation

Staff recommends that the Board approve as presented.

Body

Execution of this agreement will begin the process to replace the White Rock Wastewater Treatment Plant. The Department of Public Utilities (DPU) received six proposals in response to the request for proposals to perform the design of the new plant and provide construction engineering support during construction. The top three firms were interviewed and Bohannon Huston was selected as the top respondent based on their project approach, extensive experience of their design team and understanding of the project needs which will result in the best value to the County. The project will be initiated with a value engineering and risk assessment task which will evaluate the available treatment process equipment, plant configuration and identify the various risks associated with the construction of the new plant and alleviate to the extent possible in design and bidding.

The agreement consists of three distinct tasks. The first is the value engineering, design analysis and construction document preparation for an amount of \$962,774. The construction services will consist of providing fulltime construction inspection, submittal review and approval, construction administration, bid evaluation, start-up support and preparation of operation and maintenance manuals. These construction services will be provided for \$777,990.

In addition to the engineering tasks above, the DPU has elected to have the engineer provide the following services that are usually performed by the construction contractor. Engineer will

provide the controls hardware/software and perform the controls system integration for an amount of \$209,510. The Engineer has a highly qualified staff who performs controls integration for wastewater plants which will bring efficiency and accountability to this challenging aspect of the project. In addition, the Engineer will provide all of the materials testing during construction for \$65,000. The Engineer will provide a qualified testing technician and associated specialty equipment to provide third party testing of the contractor's work and materials used on the project. The Engineer will provide support to DPU operators on an as needed basis for the first year of operation and perform a one year warranty inspection. This task will be on an hourly basis for an amount not to exceed \$34,015. The costs of these three tasks will offset construction cost by the same amount and will provide the value of having third party quality assurance testing, facilitate start-up of the new plant and provide support during the critical first year of operation.

Alternatives

If the agreement is not approved a new request for proposals will be issued to procure the same engineering services.

Fiscal and Staff Impact

The project will be funded by a Clean Water State Revolving Loan which has been secured by the DPU. Budget Revision 2020-05 is included in this action to authorize budget for the agreement.

Attachments

A - Agreement 19-47

B - Budget Revision 2020-05

**AGREEMENTS FOR ENGINEERING SERVICES
(Publicly Funded Project)**

THIS Agreement, made this 31st day of July 2019 (effective date) by and between the Incorporated County of Los Alamos hereinafter referred to as the OWNER, and Bohannon Huston, Inc. hereinafter referred to as the ENGINEER. This contract expires on March 31, 2022.

The OWNER intends to construct a Project consisting of the design and construction of improvements to the Los Alamos County White Rock Wastewater Facility

in Los Alamos County, State of New Mexico, which may be paid for in part with financial assistance from the United States of America acting through the United States Department of Agriculture – Rural Development, hereinafter referred to as USDA-RD; and/or through the United States Environmental Protection Agency, hereinafter referred to as EPA; and/or the New Mexico Environment Department, hereinafter referred to as NMED; and/or the New Mexico Finance Authority, hereinafter referred to as NMFA; and/or the New Mexico Department of Finance, hereinafter referred to as DFA; all collectively referred to as the Funding Agency. Neither the United States or the State of New Mexico nor any of its departments, agencies, or employees is or will be a party to this Agreement or any subagreement. The ENGINEER agrees to perform the various professional engineering services for the planning, design, and construction of said Project in accordance with the provisions of this Agreement.

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Contract Time shall be Not Applicable calendar days from Authorization to proceed date. This phase expires on _____.
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Authorization to proceed date: This 31st day of July, 2019
Contract Time shall be 408 calendar days from Authorization to proceed date.
This phase expires on September 30, 2020.

☒ Attachment IV - Engineering Services During the Construction Phase
Authorization to proceed date: This 1st day of October, 2020
Contract Time shall be 548 calendar days from Authorization to proceed date.
This phase expires on March 31, 2022.

☐ Attachment V - Engineering Services During the Operation Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date.
This phase expires on _____.

☐ Attachment VI – Amendments to Agreements for Engineering Services
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date.
This phase expires on _____.

☐ _____

SECTION A – GENERAL PROVISIONS

1. General

(a) This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event, any provisions of this Agreement or any subsequent amendment shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. The General provisions of this Agreement supersede any conflicting SPECIAL PROVISIONS.

(b) The OWNER and the ENGINEER each is bound and the partners, successors, executors, administrators and legal representatives of the OWNER and the ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement. Neither the OWNER nor the ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in the Agreement without written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Unless expressly provided otherwise in this Agreement:

(1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by the OWNER or the ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them; and

(2) All duties and responsibilities undertaken pursuant to this Agreement will be for sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

(c) The ENGINEER will work closely with the OWNER to confirm all Funding Agency requirements are met.

(d) The ENGINEER will attend conferences and public hearings with the OWNER, at which representatives of the Funding Agency and interested parties will also be in attendance, and provide assistance in connection with such undertakings as provided for in the scope of work detailed in the Attachments.

2. Approvals

(a) This Agreement shall not become effective until reviewed and approved by the Funding Agency. Such approval shall be evidenced by the signature of a duly authorized representative of the Funding Agency in the space provided in the Attachments to this Agreement. The approval shall in no way commit the Funding Agency to render financial assistance to the OWNER. The Funding Agency is without liability for any payment hereunder, but in the event such assistance is provided, the approval shall signify that the provisions of this Agreement are consistent with the requirements of the Funding Agency.

(b) Review or approval of documents by or for the Funding Agency under this Agreement is

for administrative purposes only and does not relieve the ENGINEER or OWNER of their responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

3. Responsibilities of the ENGINEER

(a) The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. If this Agreement involves environmental measures or data generation, the ENGINEER shall comply with EPA quality assurance requirements that can be found on their website at <http://www.epa.gov/quality/index.html>. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER'S duties under this Agreement. The ENGINEER shall, promptly and without additional compensation, correct or revise errors or omissions in the design drawings, specifications, reports, and other services provided by ENGINEER under terms of this Agreement.

(b) The ENGINEER shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable Funding Agency requirements in effect on the date of execution of any assistance agreement for this Project.

(c) The OWNER or Funding Agency review or approval of design drawings, specifications, reports, and other services furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of the work. Neither the OWNER nor Funding Agency review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of action arising out to the performance of this Agreement.

(d) The ENGINEER shall be, and shall remain, liable to the proportionate extent, in accordance with applicable law, for damages to the OWNER caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER'S control.

(e) The ENGINEER'S opinions of probable Construction Cost are to be made on the basis of the ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, the ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost and project schedules will not vary from opinions of probable Construction Cost prepared by the ENGINEER. If the OWNER wishes greater assurance as to probable Construction Cost, the OWNER shall employ an independent cost estimator.

(f) During the Construction Phase, the ENGINEER shall not at any time supervise, direct, or have control over the Contractor's work, nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of the Contractor to

comply with Laws and Regulations applicable to the Contractor's furnishing and performing the Work.

(g) The standard of care of all professional engineering and related services performed or furnished by the ENGINEER under this Agreement will be the care and skill ordinarily used by members of subject profession practicing under similar circumstances at the same time and in the same locality. The ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the ENGINEER'S services.

(h) The ENGINEER's obligations under this clause are in addition to the ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for faulty materials, equipment, or work.

4. Responsibilities of the OWNER

(a) The OWNER shall designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.

(b) The OWNER shall be responsible for, and the ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the OWNER to the ENGINEER pursuant to this Agreement. The ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement without responsibility for verifying accuracy of the OWNER furnished data and information.

(c) The OWNER shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

(d) The OWNER may make and retain copies of documents for information and reference in connection with use on the Project by the OWNER. Such documents are not intended or represented to be suitable for reuse by the OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the ENGINEER will be at the OWNER's sole risk and without liability or legal exposure to the ENGINEER. Any verification or adaptation as stated above, will entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

5. Changes

(a) The OWNER and the ENGINEER may, at any time, with prior approval of the Funding Agency, make changes within the general scope of this Agreement in the services or work to be performed. Any such change must be in writing and approved by both parties to this Agreement. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date it receives the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.

(b) No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

(c) All changes to the scope, cost or time of this Agreement and services described in the Attachments must be in writing and documented in Attachment VI – Amendment to Agreements for Engineering Services.

6. Termination of Contract

(a) This Agreement may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Any termination must be in writing. No such termination may be effected unless the other party is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and 2) an opportunity to cure the default with the terminating party before termination.

(b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified, return receipt requested) of intent to terminate; and 2) an opportunity for consultation with the OWNER prior to termination.

(c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this agreement shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall: 1) promptly discontinue all affected work (unless the notice directs otherwise); and 2) deliver or otherwise make available to the OWNER within fourteen (14) calendar days copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party an Agreement to complete the work under this Agreement.

(f) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph 6(c) of this clause.

7. Payment

(a) The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER. Such invoices are limited to no more than one per month. Compensation will be based on the lump sum or standard hourly rate with a maximum method of payment as detailed

in the Attachments.

(b) The OWNER shall pay the ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate Attachment. The amounts payable to the ENGINEER for reimbursable expenses will be the project-related internal expenses, such as reproduction, and all invoiced external reimbursable expenses allocatable to the project, including consultants, multiplied by a factor of 1.1 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Mileage and per diem will not be multiplied by a factor. Reimbursable expenses shall not exceed the estimate in the Attachments without prior written approval of the OWNER, with Funding Agency concurrence. Copies of invoices from consultants, mileage logs, and receipts for which the ENGINEER is requesting reimbursement must accompany the ENGINEER'S invoice.

(c) The OWNER shall notify the ENGINEER of any disputed amounts in the invoices within fourteen (14) calendar days of receipt. If the OWNER contests an invoice, the OWNER may withhold only that portion so contested, and must pay the undisputed portion.

(d) Final Payment under this Agreement, or settlement upon termination of this Agreement, shall not constitute a waiver of the OWNER's claims against the ENGINEER under this Agreement.

(e) If the OWNER fails to make any payment due to the ENGINEER within forty-five (45) calendar days after the OWNER's receipt of the ENGINEER's invoice, the amount due to the ENGINEER shall be increased at the rate of 1.5% per month from said forty-fifth day. Any payment of interest under this contract is not reimbursable from grant or loan funds. In addition, after ten (10) calendar days' prior written notice, the ENGINEER may suspend services under this Agreement until the ENGINEER is paid in full. The OWNER waives any and all claims against the ENGINEER for any such suspension.

8. Time

(a) PROGRESS AND COMPLETION

1. The ENGINEER has prepared and the OWNER has approved a schedule for the performance of the ENGINEER's services. This schedule is reflected in the contract time(s) as detailed in the Attachment(s) and represents reasonable times in which to complete the services. The schedule includes reasonable times required for the OWNER and other applicable parties to the agreement to provide necessary information, provide any applicable services not included in the ENGINEER's Scope of Work and make decisions necessary for completion of the work. The schedule also includes reasonable allowances for review and approval times required by the OWNER and by public authorities having jurisdiction over the Project. The schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the OWNER, or for delays or other causes beyond the ENGINEER's reasonable control.
2. The ENGINEER shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the Contract Time.
3. The OWNER shall not be liable to the ENGINEER for additional time or money if the ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated

schedule regardless of the reason.

4. If the ENGINEER is delayed at any time in the commencement or progress of the Work by an act or negligence of the OWNER, changes in the Work as agreed upon by the OWNER and the ENGINEER in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended per Section 5 of this Agreement. Extensions of time not associated with modifications or changes to the Work shall not be allowed to increase the Contract amount for overhead or for any other reason and shall strictly apply toward liquidated damages, as found in Subsection (b) of this Section.
5. The ENGINEER shall promptly notify the OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. The OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will provide for completion within the Contract Time. It is expressly understood and agreed, by and between the ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. The ENGINEER agrees to promptly notify the OWNER of delays in completing the services under this Agreement that are beyond ENGINEER's control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails, or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the Attachments, not as a penalty, but as liquidated damages.
2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly payments due to the ENGINEER, or from other monies being withheld from the ENGINEER, when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of liquidated damages shall be determined at completion and the ENGINEER shall be liable for any liquidated damages over and above unpaid balances held by the OWNER.
4. The OWNER and the ENGINEER agree that reasonable liquidated damages for delay (but not as a penalty) due from the ENGINEER to the OWNER are one hundred dollars (\$100.00) per day (minimum one-hundred dollars [\$100.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. The OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

9. Project Design

Unless otherwise approved by the OWNER and Funding Agency, the ENGINEER shall specify materials, equipment, and processes that are readily available through competitive procurement and consistent with State and Federal regulations.

10. Audits and Access to Records

(a) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and Funding Agency regulations in effect on the date of execution of this Agreement. The ENGINEER shall also maintain the financial information and data used by the ENGINEER in the preparation of the cost submission required under EPA regulations in effect on the date of execution for any negotiated agreement or amendment thereof, and a copy of the cost summary submitted to the OWNER. The Funding Agency, the Comptroller General of the United States, the U.S. Department of Labor, the OWNER, and the State water pollution control agency, or their duly authorized representatives, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

(b) The ENGINEER agrees to make paragraphs (a) through (f) applicable to agreements it awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all amendments directly related to Project performance.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies) and the General Accounting Office.

(d) The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a) upon their request.

(e) Records under paragraphs (a) and (b) above shall be maintained and made available by the ENGINEER during performance of services under this Agreement and for three (3) years from the date of final Federal/State assistance payment to the OWNER for the Project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the ENGINEER until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

(f) This right of access clause applies to financial records pertaining to agreements (except formally advertised, competitively awarded, fixed price agreements) and agreement amendments regardless of the type of agreement. In addition, this right of access applies to records pertaining to all agreements and agreement amendments:

1. To the extent the records pertain directly to Agreement performance; or
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the Agreement is terminated for default or for convenience.

11. Subcontracts

(a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations of this Agreement. The OWNER must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants but will not dictate whom the ENGINEER must hire.

(b) The ENGINEER may not subcontract services to subcontractors or consultants in excess of thirty (30) percent of the total phased compensation due to the ENGINEER and detailed in the Attachments without prior written approval of the OWNER and funding agency.

12. Insurance

The ENGINEER agrees to obtain and maintain, at their expense, such insurance as specified in Attachment I.

13. Environmental Condition of Site

(a) The OWNER has disclosed to the ENGINEER in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

(b) The OWNER represents to the ENGINEER that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to the ENGINEER, exist at the Site.

(c) If the ENGINEER encounters an undisclosed Constituent of Concern, then the ENGINEER shall notify: 1) the OWNER; and 2) appropriate governmental officials if the ENGINEER reasonably concludes that doing so is required by applicable Laws or Regulations.

(d) It is acknowledged by both parties that the ENGINEER'S scope of services does not include any services related to Constituents of Concern. If the ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then the ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until the OWNER: 1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and 2) warrants that the Site is in full compliance with applicable Laws and Regulations.

(e) If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of the ENGINEER'S services under this Agreement, then the ENGINEER shall have the option of: 1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or 2) terminating this Agreement for cause on 30 calendar days' notice.

(f) Owner acknowledges that the ENGINEER is performing professional services for the OWNER and that the ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with the ENGINEER'S activities under this Agreement.

14. Mutual Waiver

To the fullest extent permitted by law, the OWNER and the ENGINEER waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

15. Independent Contractor

The ENGINEER will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency or other fiduciary capacity is created by this Agreement or by the ENGINEER'S performance of the Services.

16. Equal Employment Opportunity

The ENGINEER shall comply with U.S. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by U.S. Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

17. Gratuities

(a) If the OWNER find that the ENGINEER or any of the ENGINEER's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER or the Funding Agency in an attempt to secure this Agreement, or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate this Agreement. The OWNER may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

(b) In the event this Agreement is terminated as provided in Subsection (a) of this Section, the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the Agreement by the ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

18. Covenant Against Contingent Fees

The ENGINEER represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance the OWNER shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

19. Cost and Pricing Data on Federally-funded Projects (delete section if not applicable)

The ENGINEER and its subcontractor(s) confirm that cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated agreements, lower tier subagreements, or amendments are based on current, accurate, and complete data supported by their books and records. If the OWNER, or Funding Agency determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement, or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and this Agreement shall be modified in writing to reflect such action. Failure to agree on a reduction shall be subject to the Remedies clause of this Agreement.

20. Remedies

Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided by non-binding mediation or arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

21. Assurance Against Debarment

The ENGINEER confirms that it and its subcontractors have not been suspended or debarred by EPA, USDA, or the State of New Mexico.

SECTION B –ENGINEERING SERVICES

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement and as authorized by the appropriate Attachment to this Agreement:

1. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment II – Engineering Services During the Planning Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
2. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment III – Engineering Services During the Design Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
3. ENGINEER shall complete the ENGINEER SERVICES described in Attachment IV – Engineering Services During the Construction Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.
4. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment V – Engineering Services During the Operation Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.

SECTION C – SPECIAL PROVISIONS OR MODIFICATIONS TO THE STANDARD LANGUAGE IN THIS AGREEMENT

(Mark those that apply or describe, attach or indicate “None”)

☐ None

☐ For Planning Grant Funds from NMFA Insert the note: For Preliminary Engineering Reports or other documents paid for using NMFA Planning Grant Funds, the community can only submit one reimbursement request. This request for payment must be based on a final invoice and can only occur after the document is approved by the pertinent reviewing agency. Interim payments to the engineer will be at the discretion of the community as agreed upon in this contract.

☐ The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the OWNER may immediately terminate this Agreement by giving the ENGINEER written notice of such termination. The OWNER’s decision as to whether sufficient appropriations are available shall be accepted by the ENGINEER and shall be final. The ENGINEER hereby waives any rights to assert an impairment of contract claim against the OWNER or NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the OWNER or the Department

☐ This contract is funded in whole or in part by funds made available under a NMED Grant Agreement. Should the NMED early terminate the grant agreement, the OWNER may early terminate this contract by providing the ENGINEER written notice of such termination. In the event of termination pursuant to this paragraph, the OWNER’s only liability shall be to pay the ENGINEER or vendor for acceptable goods delivered and services rendered before the termination date.

☒ MODEL CONTRACT CLAUSE FOR ENGINEERING AGREEMENTS
used for Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) projects.

1. PRIVITY OF CONTRACT

This contract is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to the applicable EPA procurement regulations in effect on the date of the assistance award for this project.

2. CHANGES

1. The OWNER may at any time, by written order make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the ENGINEER’S cost or time required to perform any services under this contract, whether or

not changed by any order, the OWNER shall make an equitable adjustment and modify this contract in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the OWNER'S notification of change, unless the OWNER grants additional time before the date of final payment.

2. No claim by the ENGINEER for an equitable adjustment shall be allowed if made after final payment under this contract.

3. No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

3. TERMINATION

a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

b. This contract may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and; 2) an opportunity for consultation with the terminating party prior to termination.

c. If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this contract shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER'S default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

d. Upon receipt of a termination action under paragraphs (a) or (b) above, the Engineer shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Engineer in performing this contract, whether completed or in process.

e. Upon termination under paragraphs (a) or (b) above, the Owner may take over the work and may award another party a contract to complete the work under this contract.

f. If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Owner. In such event, adjustment of the sub-agreement price shall be made as provided in paragraph (c) of this clause.

4. REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the OWNER and the ENGINEER arising out of, or relating to, this contract or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism; or in a court of competent jurisdiction within the State in which the OWNER is located.

5. AUDIT; ACCESS TO RECORDS

a. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable EPA regulations in effect on the date of execution of this contract. The ENGINEER shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the OWNER. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the OWNER, and [the State] or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the ENGINEER agrees to make paragraphs (a) through (f) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the ENGINEER agrees to make paragraphs (a) through (f) applicable to all contract awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all change orders directly related to project performance.

c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).

d. The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).

e. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

f. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

1. To the extent the records pertain directly to contract performance;
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or

3. If the sub-agreement is terminated for default or for convenience.

6. COVENANT AGAINST CONTINGENT FEES

The ENGINEER assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance, the OWNER shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. GRATUITIES

a. If the OWNER finds after a notice and hearing that the ENGINEER or any of the ENGINEER'S agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the OWNER, the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the OWNER may, by written notice to the ENGINEER, terminate this contract. The OWNER may also pursue other rights and remedies that the law or this contract provides.

b. In the event this contract is terminated as provided in paragraph (a), the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the contract by the ENGINEER, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the Owner) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

8. FINAL PAYMENT

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the ENGINEER shall execute and deliver to the OWNER a release of all claims against the OWNER arising under, or by virtue of, this contract, except claims which are specifically exempted by the ENGINEER to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the OWNER'S claims against the ENGINEER under this contract.

9. 40 CFR Part 33

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legal available remedies.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement on the respective dates indicated below.

The parties further certify by their signatures below that no modifications have been made to the standard language of this Agreement, other than those detailed in Section C.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: _____

OWNER

Type Name Philo Shelton III

Title Manager, Department of Public Utilities, Incorporated County of Los Alamos

By: _____ Date: _____

ENGINEER

Type Name Todd Burt

Title Sr. Vice President

Address 7500 Jefferson St. NE

Albuquerque, NM 87109

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

ATTACHMENT I – Insurance

The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than \$1,000,000 for injury to any one person and \$1,000,000 on account of any one accident and in the amount of not less than \$1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$2,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.



BOHAHUS-01

JSTEINKE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2019

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).

PRODUCER License # 0757776 HUB International Insurance Services (NMX) 7770 Jefferson Street NE, Suite 101 Albuquerque, NM 87109	CONTACT NAME:	
	PHONE (A/C, No, Ext): (505) 828-4000	FAX (A/C, No): (866) 487-3972
INSURED Bohannon Huston, Inc. 7500 Jefferson St. NE Albuquerque, NM 87109-4335	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Casualty Insurance Company	NAIC # 29424
	INSURER B: Hartford Fire Insurance Company	19682
	INSURER C: New Mexico Mutual Casualty Company	40627
	INSURER D: Advantage Workers Compensation Insurance Company	40517
	INSURER E: Continental Casualty Company	20443
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: \$0	X	X	34UUNZG0204	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
							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							
							\$	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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	X	X	34UENZG0117	8/1/2018	8/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							\$	
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			34XHUVT9367	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 10,000,000	
							AGGREGATE \$ 10,000,000	
								\$
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		X	70912	8/1/2018	8/1/2019	<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	
D	Work Comp/Oth States			3483893	8/1/2018	8/1/2019	Per Statute 1,000,000	
E	Prof/Poll Liability			AEH288359977	8/1/2018	8/1/2019	\$4M Agg/100,000 Ded 2,000,000	

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

CERTIFICATE HOLDER

CANCELLATION

Incorporated County of Los Alamos County 1000 Central Ave Los Alamos, NM 87544	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 



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW MEXICO CHANGES - ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY WRITTEN CONTRACT, WRITTEN AGREEMENT OR PERMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 6.f. of Section II, Who Is An Insured is replaced by the following:

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

f. Owners, Lessees Or Contractors – When Required In A Construction Agreement With You

Any owner, lessee or contractor when you and such person or organization have agreed in a construction contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your negligence, acts or omissions or the negligence acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured; or
- (2) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

B. The following is added to Paragraph 6. of Section II, Who Is An Insured:

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

g. Any Other Party

Any other person or organization who is not an insured under Paragraphs a. through f. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations; or
- (2) In connection with your premises owned by or rented to you.

ATTACHMENT III – Engineering Services During the Design Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 31st day of July, 2019 (effective date) by and between the Incorporated County of Los Alamos, the OWNER, and Bohannon Huston, Inc., the ENGINEER, the OWNER and ENGINEER agree this 31st day of May, 2019 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Design Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

- A. Perform or provide the following tasks and/or deliverables:
See attached EXHIBIT B.1 – DESIGN SERVICES SCOPE OF WORK
- B. Cost Proposal – Include hourly breakdown for each task
See attached Exhibit B.2 - DESIGN PHASE SERVICES FEE
- C. Reimbursable Expense Schedule
See attached hourly rate sheet dated March 2, 2019
- D. Contract Time shall be 408 calendar days from the date of the OWNERS signature on Attachment III. Design phase services shall be completed and accepted by the OWNER by September 30, 2020 (DATE). If design phase services have not been completed and accepted by September 30, 2020 the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

2. Compensation for ENGINEERING SERVICES During the Design Phase shall be by the

☒ **LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES During the Design Phase, as described, including reimbursable expenses shall not exceed \$962,774.00, excluding gross receipt tax.

☐ **STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, including reimbursables, for ENGINEERING SERVICES During the Design Phase, as described, shall not exceed \$_____, excluding gross receipt tax, without prior written approval of the OWNER, with Funding Agency concurrence.

3. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

4. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: _____
OWNER
Type Name Philo Shelton III
Title Manager, Department of Public Utilities, Incorporated County of Los Alamos

By: _____ Date: _____
ENGINEER
Type Name Todd Burt
Title Sr. Vice President
Address 7500 Jefferson St. NE
Albuquerque, Nm 87109

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

Los Alamos County White Rock WRRF

EXHIBIT B.1 – DESIGN SERVICES SCOPE OF WORK

Task 1 – Project Management and Communication

Objective: This task consists of communications, coordination, meetings, and project administration and management during the project. Engineer will conduct a Project Kickoff Meeting with the County and other stakeholders to obtain additional project information, County and stakeholder input, and to develop critical success factors for design and implementation of the Project. The Project Kickoff Meeting will also serve as a design workshop with the Engineer's team and County engineering and operations staff. Using the preliminary design concepts outlined in our response to the RFP along with other available information as the preliminary basis of design, we will go over the major design elements, and the County's design preferences for the project.

BHI will also meet with the County in monthly face to face progress meetings and bi-weekly conference calls to keep the County informed of the Project's progress and obtain additional input from the County as necessary. Monthly progress meetings will be held at the County's offices and will include representatives that may have express interest in the project development. Bi-weekly conference calls will focus on action items and items critical to the project schedule. The Engineer will also provide County with monthly progress reports summarizing project technical status. These reports will include progress made, problems resolved, anticipated problem areas and recommended solutions, and upcoming activities.

Also included in this task is assisting the County with public outreach and meetings associated with the project. BHI's assistance will consist of preparing materials for use in presentations (Power Point presentations, boards, handouts, etc.) and participation in a maximum of one (1) public meeting.

Other project management activities that will be performed under this task are management of subcontracts, project accounting, scheduling and budget tracking, and maintenance of project files.

Assumptions:

1. The duration of project management includes design phase of 9 months and bidding for this portion of the project. The VE phase is included within this duration.
2. The Project Kickoff Meeting will be held at the County's offices with County staff, Engineer's client service manager, project manager and project engineer, and subconsultants
3. Design phase monthly progress meetings will be held at the Albuquerque office of the Engineer, unless otherwise agreed upon by the parties
4. Design phase bi-weekly progress meetings will be conducted via conference call
5. Monthly Progress Reports will be provided with monthly invoices

6. Additional meetings (including construction progress meetings) have been included in other tasks

Deliverables:

- Kick-off meeting agenda, presentation and meeting minutes
- Monthly progress reports – delivered via e-mail
- Monthly progress meeting agenda and minutes
- Monthly invoices for Engineer's services
- Public Meeting Presentation Material (i.e. boards or Powerpoint)

Task 2 – Supplemental Site Data Acquisition

Objective: Work under this Task includes geotechnical investigation and surveying required to support the design of the facilities at White Rock. Permitting associated with the construction of the facilities will also be included in this task.

Subtask 2A – Geotechnical Investigation

The purpose of the geotechnical investigation is to determine the site subsurface conditions and based upon the conditions encountered; develop geotechnical and foundation design recommendations for the design of buildings, slabs, foundations, and other structural components within the project. The Geotechnical Report will include results of the field exploration including boring logs including depth to bedrock; design criteria related to the recommended foundation systems including design values for shallow foundations, slab-on-grade design recommendations, foundation bearing pressures, site grading, pavement design and drainage, estimated settlement, site seismic classification, and subgrade preparation and earthwork recommendations. The Geotechnical Report will be signed by a New Mexico registered Professional Engineer.

Assumptions:

1. County will provide previous geotechnical reports of original and expansion of the treatment facilities projects, if available.
2. Twenty (20) 15-ft geotechnical borings will be required. Subsurface conditions will be logged by a qualified field geologist.

Deliverables:

- Written geotechnical report summarizing findings and recommendations for foundation and other design conditions. Geotechnical report will be included as an appendix to the design specifications.

Subtask 2B – Survey and SUE

Objective: Engineer will perform design survey of the existing treatment plant site to the extent required which includes the entire fenced boundary of the existing site. Topographic survey will be performed using a combination of aerial and on-site ground surveying methods as best suits

the needs of the project.

Engineer will utilize the services of a subconsultant to perform SUE services. SUE services will be used during design for verification of utility locations and connections.

Assumptions:

1. Survey will be prepared with 1-ft elevation contours based upon NAD 83 and NAVD 88 datum.
2. Access to the site will be made available by the County.

Deliverables:

- Digital AutoCAD files of the design survey and SUE data for the project site.

Subtask 2C – Permitting

Objective: The Engineer will provide permitting coordination services during the design phase, Engineer will schedule and participate in meetings with NMED to discuss the overall project expansion and permitting requirements. The Engineer will meet with NMED to review the existing discharge permit and discuss the proposed changes to the existing facility.

Assumptions:

1. A modification to the existing NMED permit is not required. A single meeting will be held with NMED

Deliverables:

- Following the meeting, Engineer will prepare and submit meeting minutes.

Task 3 – Value Engineering

Objective: Engineer will prepare a Value Engineering Report for the proposed modifications to the WRRF. This report serves two primary purposes:

1. Document major design decisions and document equipment requirements supported by preliminary sizing calculations; and
2. Evaluate and document project design considerations and construction phasing to allow for full operation of the existing plant during the construction phase.

The Report will include a finalized layout of treatment components and cost estimate at a conceptual level. Specific technical components that will be addressed in detail include:

- Headworks
- Oxidation Ditch
- Secondary Clarifiers

- Disinfection
- Filtration
- On-Site Chlorine Generation
- Solids Handling
- Re-Purposing of Existing Facilities
- Grit Removal
- Electrical – site service feed and emergency generator capacity
- Administration Building

During this phase, members of the design team and the County will also visit existing utilities to review the operations of operational wastewater treatment plants and discuss the concerns or benefits of various options to consider.

Assumptions:

1. Report will not contain evaluations of alternative treatment technologies and will instead focus on design decisions related to equipment or process approaches with input from the County. It is assumed the improvements to the facility will be based on the incorporation of an oxidation ditch into the improvements.
2. The facility site visit will occur over a three (3) day period total including travel. If County staff attend they will pay for their own expenses.
3. A workshop will be held with the draft report to review the recommendations and gain input prior to finalizing the report.

Deliverables:

- Draft report for review and evaluation by the County (PDF copy only).
- Final report in hard and electronic (PDF) copy.

Task 4 – Design

Objective: This task consists of development of construction documents for the upgrades to the facility. Class 1A effluent water quality will be achieved by the new plant. Major design elements include the following items and have been divided into a base bid along with Bid Alternates as the bid alternates may be deleted once the Value Engineering Report is complete:

Base Bid Items:

1. Refurbish existing administrative building for new computer and other operations equipment
2. Building for Headworks, Disinfection and/or Tertiary Treatment System
3. Civil site improvements, site utilities, grading, and drainage;
4. Addition of oxidation ditch;

5. New or modification to existing headworks including addition of new coarse and fine screens;
6. New Secondary Clarifiers;
7. New Disinfection;
8. New Tertiary Treatment Filtration System;
9. Solids Handling including use of existing primary clarifiers or aerobic digesters;
10. Site Electrical Modifications including Instrumentation and Control
11. Upgrades to electrical power and evaluation of the existing generator;
12. Design considerations to allow for full plant operations during construction of new and expanded facility components

Bid Alternates:

1. Re-Purpose or removal of Secondary Clarifiers
2. Re-Purpose Trickling Filters for use as Effluent Reuse Storage

Design will include intermediate milestones of 50%, 95%, and 100% for review submittals to the County. Submittal of the deliverables will be made approximately 2 weeks prior to a review meeting to be held of the milestone submittal. Drawings will be completed in AutoCAD; specifications will utilize County front ends and documents required by funding agency.

Task 4A: Preliminary Design (50 Percent Design Package)

The major activities included in this subtask include preparation of 50% design level drawings and framework for front end and technical specifications. The 50% design submittal will include:

- General sheets and anticipated drawing list
- Civil site, utility and grading plan including preliminary site piping layout
- Architectural building plans
- Process mechanical plans
- Preliminary HVAC and building mechanical plans
- Process and Instrumentation Diagrams (P&IDs)
- Electrical site plan
- General/Supplemental Conditions and listing of Technical Specification Sections
- 50 percent opinion of probable construction cost

Task 4B: Pre-Final Design (95 Percent Design Package)

Based on the 95% design, internal quality review, and the County's review comments, the Engineer will further develop the design to 95% level. The major activities included in this subtask include preparation of 95% design level drawings and specifications. The 95% design submittal will include:

- General sheets and complete drawing list

- Civil site, utility, grading, and site piping plans
- Architectural building sections and details
- Structural plans and details
- Process mechanical plans and details
- HVAC and building mechanical plans and details
- Front end and major equipment technical specification sections
- 95 percent opinion of probable construction cost

Task 4C: Final Design (100 Percent Design Package)

Based on the 95% design, internal quality review, and the County's review comments, the Engineer will further develop the design to 100% level. The major activities included in this subtask include preparation of bid ready drawings, design report/calculations and specifications. The 100% design level plans and specifications will be developed as a "Pre-Final" set for final quality and agency review. Minor modifications will be incorporated into the "Final" set used for bidding. The "Pre-Final" submittal at the 100% milestone will consist of all plans and specifications and a final construction cost estimate.

Assumptions:

1. Agency reviews are not required at the 50% design submittals. These submittals will be used for internal and County reviews.
2. A 50% design review meeting and 95% design review meeting will be held with the County to go over comments.
3. Each deliverable will be submitted approximately 2 weeks prior to design review meetings for the County benefit.
4. A new administration building has been excluded from the scope of work.
5. Construction Cost estimates will be developed to the level of detail appropriate to the milestone percentage completion of the design.
6. Engineer's standard technical specifications and CAD standards when not provided by the County.
7. Engineer will submit final plans, specifications, bid documents and design report/calculations for approval by funding agency. Revisions will be made as necessary to achieve funding agency approval
8. Engineer will utilize the BHI's CAD Layering and Sheet Naming Conventions

Deliverables:

- Drawings: 22-inch x 34-inch format; 5 copies of half-size drawing will be provided to the County at each milestone for review purposes. One master 22-inch x 34-inch paper plotted set of bid package drawings will be provided at 100% submittal.
- Specifications will follow CSI 48-division format for technical sections; front end documents will utilize County-provided format or General/Supplemental Conditions and

other documents as appropriate for the County and funding agencies. Electronic specifications will be provided at each review milestone. One master hard copy set of specifications will be provided at 100% submittal.

- Electronic drawing and specification files in Adobe Portable Document Format (.pdf) format will be provided on DVD at each milestone for review purposes.
- 50 percent, 95 percent, and final construction cost estimate

Task 5 – Bidding Phase Services

Objective: This task will provide Engineer services during bidding phase to assist the County where appropriate. Bidding phase services will include:

- Provide Advertisement for Bid to County for publication.
- Attend Pre-bid conference and provide meeting minutes.
- Answer bidder's questions during the bidding period.
- Provide addenda based upon potential changes and/or clarifications in the bidding documents.
- Attend Bid Opening, evaluate bids received, and provide letter of evaluation and recommendations for award of contract.
- Assist the County to execute the contract between the Construction Contractor and County as appropriate.

Assumptions:

1. Advertisement in newspaper or other media will be performed by the County.
2. One Pre-Bid Conference and site tour will be conducted by the Engineer.
3. Engineer will prepare up to three addenda during the bid phase and distribute to the County.
4. County will reproduce and distribute plans and specifications to prospective bidders. Cost of reproduction of bid documents will be the responsibility of the County.

Deliverables:

- Attendant at the Pre-Bid Meeting
- Preparation of Addenda assumed three (3) total
- Preparation of Bid Tabulation
- Recommendation of Award Letter to County

EXHIBIT B.2 - DESIGN SCOPE FEE

Name of Project:		White Rock WRRF Replacement		Date of proposal:		5/31/2019	
Client:		Los Alamos County		Prepared by:		Todd Burt / Donzil Worthington	
Principal-in-Charge/ PM, Des. Eng:		Todd Burt / Donzil Worthington		Approved by:		inits.	

	Task / Activity	# of Sheets	Engineer 7, PIC	Technical Specialist 6, PM	Engineer 6, PE	Engineer 5	Engr Tech 6	Engineer 4	Engineer 3	Engineer 2	Engineer 1	Engr Tech 5	Engr Tech 3	Admin Assist 4	Subconsultant (Pathfinder, Geo Test, Santa Fe Vacuum)	Subconsultant (Survey, Structures, Construction)	Reimbursable Expenses	Task Sub-Totals	
																		Per-Hrs	Cost
No.	Hourly Rate:		\$ 240	\$ 215	\$ 215	\$ 175	\$ 115	\$ 155	\$ 135	\$ 115	\$ 100	\$ 102	\$ 82	\$ 85					
1	TASK 1: Project Management & Communication		19	85	62	24				18	52			76	\$ -	\$ 24,800	\$ 1,160	336 \$	80,055
2	Kick-Off Meeting with LAC		4	4	4					12				12		\$ 2,280	\$ 500	36 \$	7,860
3	Bi-Weekly Teleconference Coordination (12 total)		6	12	12											\$ 3,840		30 \$	10,440
4	Monthly Face to Face Meetings (6 Total during design phase)			24	24									40		\$ 13,680	\$ 660	88 \$	28,060
5	Project Management and Documentation (6 months); Review Risk Log		9	9	18					6				12		\$ 1,120		54 \$	10,795
6	Funding Administration			12										4		\$ 320		16 \$	3,240
7	Permitting Assistance (NMED)			16	4	24					40			4		\$ 1,280		88 \$	14,120
8	Public Meeting Assistance (1 Total)			8							12			4		\$ 2,280		24 \$	5,540
9	TASK 2. Supplemental Site Data Acquisition		12	8	28			8		44		40		8	\$ -	\$ -	8,608	120 \$	62,979
10	Compile existing information		2	2	8					8				8				76 \$	4,230
11	As-built/record survey of existing WRRF		2	2	12					20		40							9,870
12	Topographic and Utility Survey / Field SUE And potholing (Total of 2 days of potholing)		4		4					8						\$ 24,045		16 \$	26,785
13	Geotechnical Investigation/Report		2					8								\$ 8,646		10 \$	10,366
14	Hazardous Waste Assessment		2	4	4					8						\$ 8,608		18 \$	11,728
15	TASK 3. Value Engineering		22	10	64					48		16		8	\$ -	\$ 46,600	\$ 1,000	168 \$	84,122
16	Review/Refine PER Basis of Design		2		8					8						\$ 1,865		18 \$	4,985
17	Verify Existing facilities Demolition/Repurposing Plan and Options				8					8		4				\$ 1,325		20 \$	4,373
18	Update Project cost estimates/ budget		4		8					4						\$ 1,930		16 \$	5,070
19	Site Visit to Existing Facilities (Assumed Utah, 3 total days)																		-
20	Risk Assessment and Analysis		8	2	24					8								42 \$	8,430
21	Prepare VE Report		2	2	4					8		8		4		\$ 31,430	\$ 7,500	28 \$	42,776
22	VE Workshop		4	4	8					8		2		2		\$ 2,820	\$ 1,000	28 \$	8,654
23	Final VE Report		2	2	4					4		2		2		\$ 7,230		16 \$	9,834
24	TASK 4A: Preliminary Design (50% Submittal)		50	46	239	106	8			415		320		44	\$ 21,000	\$ 130,500	-	1228 \$	328,350
25	General																		
26	Cover Sheet	1			4					2		4						10 \$	1,498
27	Site Vicinity Map, Site Location, Sheet Index	1			2					4		4						10 \$	1,298
28	General Symbols and Abbreviations	1			2					2		4						8 \$	1,068
29	General Notes and Legend	1			2					4		4						10 \$	1,298
30	General Site Plan - WWTP	1	2		8					12		12						34 \$	4,804
31	Contract Documents		2	8	2									16				28 \$	3,990
32	Total	5																	
33	Civil Design																		
34	Civil Notes and Legend	1	1				2											3 \$	470
35	Civil Demolition Plan	1	1		4		8					12						25 \$	3,244

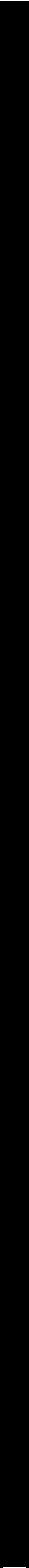


EXHIBIT B.2 - DESIGN SCOPE FEE

Name of Project:		White Rock WRRF Replacement		Date of proposal:		5/31/2019	
Client:		Los Alamos County		Prepared by:		Todd Burt / Donzil Worthington	
Principal-in-Charge/ PM, Des. Eng:		Todd Burt / Donzil Worthington		Approved by:		initis.	

	Task / Activity	# of Sheets	Engineer 7, PIC	Technical Specialist 6, PM	Engineer 6, PE	Engineer 5	Engr Tech 6	Engineer 4	Engineer 3	Engineer 2	Engineer 1	Engr Tech 5	Engr Tech 3	Admin Assist 4	Subconsultant (Pathfinder, Geo Test, Santa Fe Vacuum)	Subconsultant (Aqua Engineering)	Other Groups (Survey, Structures, Construction)	Reimbursable Expenses	Task Sub-Totals	
																			Per-Hrs	Cost
No.	Hourly Rate:		\$ 240	\$ 215	\$ 215	\$ 175	\$ 115	\$ 155	\$ 135	\$ 115	\$ 100	\$ 102	\$ 82	\$ 85						
35a	Demolition or Modifications Plan/Section/Photos Headworks	1			2					4		8							14	\$ 1,706
36	Demolition or Re-Purposing Plan/Section/Photos Primary Clarifiers	1			2					4		8							14	\$ 1,706
37	Demolition or Re-Purposing Plan/Section/Photos Secondary Clarifiers	2			2					4		8							14	\$ 1,706
38	Demolition or Re-Purposing Plan/Section/Photos CCB	2			2					4		8							14	\$ 1,706
39	Demolition or Re-Purposing Plan/Section/Photos Recirculation Pump Stations	1			2					4		8							14	\$ 1,706
40	Demolition or Re-Purposing Plan/Section/Photos Digester Bldg	1			2					4		8							14	\$ 1,706
41	Digesters	2			2					4		8							14	\$ 1,706
42	Demolition Plan/Section/Photos Sludge Beds	2			2					4		8							14	\$ 1,706
43	Civil Yard Piping Plan - base	1	1		16					24		40							81	\$ 10,520
44	Civil Yard Piping Plan - enlargements	2	1	12						16		24							53	\$ 7,108
45	Yard Piping Profiles	2		8						40		20							68	\$ 8,360
46	Pipe Connection Details	2		8						12		20							40	\$ 5,140
47	Paving and Grading Plan	3	1	12						16		20							49	\$ 6,700
48	Civil Site Structures (Splitting, Manholes)	2		8						16		16							40	\$ 5,192
49	Standard Civil Details	1	1	8						12		24							45	\$ 5,788
50	Technical Specifications (utilize NMPWSS Standard Specs and coordinate Supp Specs)		4	16						16				16					52	\$ 7,600
51	Total	37																		
52	Process Design																			
53	Process Diagram, Design Basis	1		2	8					8					\$ 2,500				18	\$ 5,570
54	Hydraulic Profile	1		2	8					8					\$ 3,000				18	\$ 6,070
55	Mass Balance	1													\$ 3,000					\$ 3,000
56	Headworks Plan and Profiles	4			2					2					\$ 7,000				4	\$ 7,660
57	Grit Chamber Plan and Profiles	3													\$ 5,000					\$ 5,000
58	Oxidation Ditch Mechanical Plans and Sections	6			2					2					\$ 12,000				4	\$ 12,660
59	Secondary Clarifier Mechanical Plans and Sections	2													\$ 3,500					\$ 3,500
60	On-Site Chlorination System Plan and Sections	2	2	2	8		24					24							60	\$ 7,838
61	Filtration Mechanical Plan and Sections	2													\$ 4,500					\$ 4,500
62	UV Plan and Sections	2													\$ 4,000					\$ 4,000
63	Reuse Water Storage Plan and Sections	2			4					4					\$ 3,000				8	\$ 4,320
64	RAS/WAS Pump Station Plan and Sections	2		2						2					\$ 4,500				4	\$ 5,160
65	Sludge Holding Tank Plans and Sections	2		2						2					\$ 3,000				4	\$ 3,660
66	Dewatering Plan and Sections	2													\$ 4,500					\$ 4,500
67	Sludge Bed Plan and Section	2			2					2					\$ 3,000				4	\$ 3,660
68	Technical Specifications														\$ 2,500					\$ 2,500
69	Total	34																		
70	Architectural Design																			
71	Architectural Notes, Legend, and Codes	2													\$ 1,500				2	\$ 1,704
72	Architectural Symbols and Abbreviations	2		1											\$ 1,500				3	\$ 1,919
73	Headworks Architectural Plan, Elevations, and Section	3		1											\$ 4,000				3	\$ 4,419
74	RAS/WAS & UV Architectural Plan, Elevations, and Section	3			1										\$ 4,000				3	\$ 4,419



EXHIBIT B.2 - DESIGN SCOPE FEE

Name of Project: White Rock WRRF Replacement			Date of proposal: 5/31/2019			
Client: Los Alamos County			Prepared by: Todd Burt / Donzil Worthington			
Principal-in-Charge/ PM, Des. Eng: Todd Burt / Donzil Worthington			Approved by: inits.			

	Task / Activity	# of Sheets	Engineer 7, PIC	Technical Specialist 6, PM	Engineer 6, PE	Engineer 5	Engr Tech 6	Engineer 4	Engineer 3	Engineer 2	Engineer 1	Engr Tech 5	Engr Tech 3	Admin Assist 4	Subconsultant (Pathfinder, Geo Test, Santa Fe Vacuum)	Subconsultant (Aqua Engineering)	Other Groups (Survey, Structures, Construction)	Reimbursable Expenses	Task Sub-Totals	
No.	Hourly Rate:		\$ 240	\$ 215	\$ 215	\$ 175	\$ 115	\$ 155	\$ 135	\$ 115	\$ 100	\$ 102	\$ 82	\$ 85					Per-Hrs	Cost
76	Renovations to Existing Admin Building Architectural Plan, Elevations, and Section	4	2	4	4							4		4	4				18	\$ 12,948
79	Technical Specifications	2	2		4					4				8					18	\$ 2,480
80	Total	18																		
81	Structural Design																			
82	Structural Notes and Legend	1	1		2	4				4									11	\$ 1,830
83	Headworks Plan and Sections	3	3		3	9				10									25	\$ 4,090
85	Oxidation Ditch Plan	1	1		1	18				18									38	\$ 5,675
88	Secondary Clarifier Plan and Sections	2	2		2	10				11									25	\$ 3,925
89	Filter Building Plan and Sections	3	1		1	10				11									23	\$ 3,470
90	RAS/WAS &UV Building Plan and Sections	2	2		2	10				11									25	\$ 3,925
93	Existing O&M Renovation (Additive Alternate)	4	2		2	9				9									22	\$ 3,520
94	Sludge Drying Beds	2	1		2	10				11									24	\$ 3,685
95	Re-Purpose Ex Anaerobic Digesters	2	2		2	10				11									25	\$ 3,925
96	Renovate Ex Humus Pump Area	2	1		1	10				11									23	\$ 3,470
98	Technical Specifications					6													6	\$ 1,050
99	Total	32																		
100	Electrical/Instrumentation Design																			
101	Electrical Notes, and Legend	1														\$ 1,000				\$ 1,000
102	Electrical Symbols and Abbreviations	1														\$ 1,000				\$ 1,000
103	Process and Instrumentation Diagrams	9			4					8		8				\$ 22,500			20	\$ 25,096
104	Instrumentation Drawings	3			4					8		8				\$ 3,000			20	\$ 5,596
105	Network Drawings	1														\$ 1,500				\$ 1,500
106	Electrical Details	3														\$ 1,500				\$ 1,500
107	Online Demolition	1														\$ 2,000				\$ 2,000
108	Electrical Site Demolition Plan	1														\$ 2,000				\$ 2,000
109	Electrical Site Plan	1														\$ 3,000				\$ 3,000
110	Headworks Layout Plan	1														\$ 1,250				\$ 1,250
111	Oxidation Ditch Layout Plan	1														\$ 2,000				\$ 2,000
112	Secondary Clarifier Layout Plan	1														\$ 1,250				\$ 1,250
113	RAS/WAS Layout Plan	1														\$ 1,500				\$ 1,500
114	UV/Filters Layout Plan	1														\$ 2,500				\$ 2,500
115	Dewatering/Solids Holding Layout Plan	1														\$ 1,500				\$ 1,500
118	Onelines	2														\$ 4,000				\$ 4,000
119	Technical Specifications															\$ 3,000				\$ 3,000
120	Total	29																		\$ -
121	Mechanical Design																			\$ -
122	Mechanical Notes, Symbols and Legend	1														\$ 1,000				\$ 1,000
123	Headworks HVAC and Plumbing Plans	1														\$ 1,500				\$ 1,500
124	Filter Building HVAC and Plumbing Plans	1														\$ 1,500				\$ 1,500
125	Admin Building HVAC Plan	1														\$ 1,000				\$ 1,000
127	RAS/WAS & UV HVAC and Plumbing Plan	1			4					4						\$ 1,500			8	\$ 2,820
128	Plumbing Schedules/Details	1			2					2						\$ 1,000			4	\$ 1,660
129	HVAC Schedules/Details	1			2					2						\$ 1,000			4	\$ 1,660
130	Technical Specifications															\$ 1,500				\$ 1,500
136	Total	13																		

EXHIBIT B.2 - DESIGN SCOPE FEE

Name of Project:		White Rock WRRF Replacement		Date of proposal:		5/31/2019	
Client:		Los Alamos County		Prepared by:		Todd Burt / Donzil Worthington	
Principal-in-Charge/ PM, Des. Eng:		Todd Burt / Donzil Worthington		Approved by:		initis.	

	Task / Activity	# of Sheets	Engineer 7, PIC	Technical Specialist 6, PM	Engineer 6, PE	Engineer 5	Engr Tech 6	Engineer 4	Engineer 3	Engineer 2	Engineer 1	Engr Tech 5	Engr Tech 3	Admin Assist 4	Subconsultant (Pathfinder, Geo Test, Santa Fe Vacuum)	Subconsultant (Aqua Engineering)	Other Groups (Survey, Structures, Construction)	Reimbursable Expenses	Task Sub-Totals	
No.	Hourly Rate:		\$ 240	\$ 215	\$ 215	\$ 175	\$ 115	\$ 155	\$ 135	\$ 115	\$ 100	\$ 102	\$ 82	\$ 85					Per-Hrs	Cost
137	Internal QA/QC																			
138	Constructability Review		2	20	4		4												30	\$ 6,100
139	Final plans/Specs Review		8	4	16		4												32	\$ 6,680
140	Design Review Meeting		4	4	8					8									24	\$ 4,460
142	TASK 4B: Preliminary Design (95% Submittal)		50	30	143	157	8	20		348	8	126	28	22	12,000	\$ 147,000	\$ -	\$ -	940	\$ 297,528
143	General																			
144	Cover Sheet	1											2						2	\$ 164
145	Site Vicinity Map, Site Location, Sheet Index	1								1			2						3	\$ 279
146	General Symbols and Abbreviations	1								1			2						3	\$ 279
147	General Notes and Legend	1								1			2						3	\$ 279
148	General Site Plan - WWTP	1	2					20		8			20						50	\$ 6,140
149	Contract Documents		2											8					10	\$ 1,160
150	Total	31																		
151	Civil Design																			
152	Civil Notes and Legend	1	1							2									3	\$ 470
153	Civil Demolition Plan	1	1		2					4		8							15	\$ 1,946
154	Demolition or Modifications Plan/Section/Photos Headworks	1			2					4		4							10	\$ 1,298
155	Demolition or Re-Purposing Plan/Section/Photos Primary Clarifiers	2			2					2		4							8	\$ 1,068
156	Demolition or Re-Purposing Plan/Section/Photos Secondary Clarifiers	2			2					2		4							8	\$ 1,068
157	Demolition or Re-Purposing Plan/Section/Photos CCB	1			2					2		4							8	\$ 1,068
158	Demolition or Re-Purposing Plan/Section/Photos Recirculation Pump Stations	1			2					2		4							8	\$ 1,068
159	Demolition or Re-Purposing Plan/Section/Photos Digester Bldg	2			2					2		4							8	\$ 1,068
160	Demolition or Re-Purposing Plan/Section/Photos Digesters	2			2					2		4							8	\$ 1,068
161	Demolition Plan/Section/Photos Sludge Beds	1			2					2		4							8	\$ 1,068
162	Civil Yard Piping Plan - base	1	1		8					8		12							29	\$ 4,104
163	Civil Yard Piping Plan - enlargements	2			4					20		10							34	\$ 4,180
164	Yard Piping Profiles	4			4					8		10							22	\$ 2,800
165	Pipe Connection Details	2	1		8					8		10							27	\$ 3,900
166	Paving and Grading Plan	3			4					8		12							24	\$ 3,004
167	Civil Site Structures (Splitting, Manholes)	4	1		4					8		12							25	\$ 3,244
168	Standard Civil Details	3	4		8					8									20	\$ 3,600
169	Technical Specifications		4							8				8					28	\$ 3,360
170	Total	69																		
171	Process Design																			
172	Process Diagram, Design Basis	1		1	2					2						\$ 2,500			5	\$ 3,375
173	Hydraulic Profile	1		1	4					4						\$ 3,000			9	\$ 4,535
174	Mass Balance	1														\$ 3,000				\$ 3,000
175	Headworks Plan and Profiles	3			1					1						\$ 7,000			2	\$ 7,330
176	Grit Chamber Plan and Profiles	3														\$ 5,000				\$ 5,000
177	Oxidation Ditch Mechanical Plans and Sections	7			1					2						\$ 12,000			3	\$ 12,445
178	Secondary Clarifier Mechanical Plans and Sections	6														\$ 3,000				\$ 3,000

EXHIBIT B.2 - DESIGN SCOPE FEE

Name of Project: White Rock WRRF Replacement			Date of proposal: 5/31/2019			
Client: Los Alamos County			Prepared by: Todd Burt / Donzil Worthington			
Principal-in-Charge/ PM, Des. Eng:			Approved by: Todd Burt / Donzil Worthington			
			inits.			

	Task / Activity	# of Sheets	Engineer 7, PIC														Engineer 6, PE		Engineer 5		Engr Tech 6		Engineer 4		Engineer 3		Engineer 2		Engineer 1		Engr Tech 5		Engr Tech 3		Admin Assist 4		Subconsultant (Pathfinder, Geo Test, Santa Fe Vacuum)		Subconsultant (Aqua Engineering)		Other Groups (Survey, Structures, Construction)		Reimbursable Expenses		Task Sub-Totals																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
			Engineer 7, PIC	Technical Specialist 6, PM	Engineer 6, PE	Engineer 5	Engr Tech 6	Engineer 4	Engineer 3	Engineer 2	Engineer 1	Engr Tech 5	Engr Tech 3	Admin Assist 4	Subconsultant (Pathfinder, Geo Test, Santa Fe Vacuum)	Subconsultant (Aqua Engineering)	Other Groups (Survey, Structures, Construction)	Reimbursable Expenses	Per-Hrs	Cost																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
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EXHIBIT B.2 - DESIGN SCOPE FEE

Name of Project:	White Rock WRRF Replacement	Date of proposal:	5/31/2019
Client:	Los Alamos County	Prepared by:	Todd Burt / Donzil Worthington
Principal-in-Charge/ PM, Des. Eng:	Todd Burt / Donzil Worthington	Approved by:	initis.

	Task / Activity	# of Sheets	Engineer 7, PIC	Technical Specialist 6, PM	Engineer 6, PE	Engineer 5	Engr Tech 6	Engineer 4	Engineer 3	Engineer 2	Engineer 1	Engr Tech 5	Engr Tech 3	Admin Assist 4	Subconsultant (Pathfinder, Geo Test, Santa Fe Vacuum)	Subconsultant (Aqua Engineering)	Other Groups (Survey, Structures, Construction)	Reimbursable Expenses	Task Sub-Totals	
																			Per-Hrs	Cost
No.	Hourly Rate:		\$ 240	\$ 215	\$ 215	\$ 175	\$ 115	\$ 155	\$ 135	\$ 115	\$ 100	\$ 102	\$ 82	\$ 85						
234	RAS/WAS Layout Plan	1														\$ 1,500				\$ 1,500
235	UV/Filters Layout Plan	1														\$ 2,000				\$ 2,000
236	Dewatering/Solids Holding Layout Plan	1														\$ 1,000				\$ 1,000
239	Onelines, Calcs	3														\$ 3,000				\$ 3,000
240	Schematics	3														\$ 6,000				\$ 6,000
241	Instrument Schedule	1														\$ 3,000				\$ 3,000
242	Conduit Schedule	3														\$ 9,000				\$ 9,000
243	Conduit Development	3														\$ 9,000				\$ 9,000
244	Technical Specifications															\$ 3,000				\$ 3,000
246	Total	49																		
247	Mechanical Design																			
248	Mechanical Notes, Symbols and Legend	1			2					2						\$ 1,000			4	\$ 1,660
249	Headworks HVAC and Plumbing Plans	1		1						2						\$ 1,000			3	\$ 1,445
250	Filter Building HVAC and Plumbing Plans	1		1						2						\$ 1,000			3	\$ 1,445
253	RAS/WAS & UV HVAC and Plumbing Plan	1														\$ 1,000				\$ 1,000
254	Plumbing Schedules/Details	1														\$ 1,000				\$ 1,000
255	HVAC Schedules/Details	1														\$ 1,000				\$ 1,000
256	Technical Specifications															\$ 2,000				\$ 2,000
257	Total	6																		
258	Internal QA/QC																			
259	Constructability Review		2	12	4		4												22	\$ 4,380
260	Final plans/Specs Review		4	4	12		4												24	\$ 4,860
261	Review Meeting		4	4	8					8									24	\$ 4,460
262	Task 4C: 100% Final Drawings		12		56					64		104			\$ -	\$ 35,670	\$ 10,940	\$ -	236	\$ 79,498
263	Incorporate comments into Final Drawings		8		40					40		80				\$ 30,670	\$ 10,940		168	\$ 64,890
264	Produce 100% Drawings		4		16					24		24				\$ 5,000			68	\$ 14,608
265	Task 5: Bidding Services		6	12	26				4	52		16		23	\$ -	\$ 7,805	\$ 2,500	\$ 220	139	\$ 30,242
266	Prepare Advertisement for Bids.			2						4				1					7	\$ 975
267	Request wage rates			2										4					6	\$ 770
268	Maintain Web based Bid Tracker™				2									4					6	\$ 770
269	Conduct pre-bid meeting at the project site.			8	8												\$ 110		16	3550
270	Provide clarifications		2		8					24		16				\$ 7,500	\$ 2,500		50	\$ 16,592
271	Prepare and distribute addenda (assumed 3 total)		4		4					8				8					24	\$ 3,420
272	Attend Bid Opening									8							\$ 110		8	\$ 1,030
273	Tabulate/evaluate bids				2					8				2		\$ 305			12	\$ 1,825
274	Verify Contractor compliance				1									2					3	\$ 385
275	Prepare a recommendation of award letter				1				4					2					7	\$ 925
TOTAL PROJECT COST (DESIGN AND BIDDING):		270	171	191	618	287	16	28	4	989	60	622	28	181	33000	392375	53631	10988	3167	962774
																				\$ 962,774

BOHANNAN HUSTON, INC.
FEE SCHEDULE HOURLY RATES
MARCH 2, 2019

	1	2	3	4	5	6	7
PROFESSIONAL Engineers, Surveyors, Photogrammetrists	\$100	\$115	\$135	\$155	\$175	\$215	\$240
TECHNICAL SPECIALIST Engineering, Survey, Mapping, GIS, Graphics	\$72	\$77	\$82	\$92	\$102	\$115	\$135
PLANNER Community, Transportation	\$95	\$105	\$120	\$135	\$150	\$190	\$230
CONSTRUCTION Inspection, Observation	\$70	\$75	\$80	\$90	\$105	\$120	\$160
LABORATORY TECHNICIAN Materials Testing	\$55	\$65	\$70	\$75	\$80	\$90	\$100
ANALYST Programming, Computer Systems, GIS, Spatial Data	\$85	\$100	\$115	\$130	\$175	\$210	\$235
ADMINISTRATIVE PROFESSIONAL Administrative, Marketing, Technical Writing	\$105	\$115	\$125	\$140	\$160	\$210	\$235
ADMINISTRATIVE ASSISTANT	\$55	\$65	\$75	\$85	\$95	\$105	\$120

MATERIALS AND REIMBURSABLE EXPENSES

Plotting, Printing, and Binding – As invoiced at cost of labor and materials.

Courier / Delivery Service – As invoiced by provider.

Mileage – Two-Wheel Drive Vehicle rate as published for the IRS Standard Mileage Rate.

Four-Wheel Drive Vehicle rate is the IRS Standard Mileage Rate plus \$0.10 per mile.

Per Diem / Travel – Field personnel in accordance with the latest GSA Schedule based on location of service.

Office / Professional staff travel costs, meals and lodging will be billed at cost.

Survey Equipment Charge – \$25.00/Hour.

Survey Material Charge – \$2.00/Hour.

Expert Witness – Rates shall be negotiated based on the requirements of the contract with a minimum of four hours while in court.

Other Direct Project Expenses – At Cost.

Overtime – Performed upon request of the client; will be invoiced at 1.30 times the standard hourly rate.

Applicable Gross Receipts or Sales and Use Tax – Added to all fees charged for professional services unless they are exempt and official documentation is on file with Bohannon Huston, Inc.

ATTACHMENT IV – Engineering Services During the Construction Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 31st day of July, 2019 (effective date) by and between the Incorporated County of Los Alamos, the OWNER, and Bohannon Huston, Inc., the ENGINEER, the OWNER and ENGINEER agree this 1st day of October, 2020 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Construction Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

A. Perform or provide the following tasks and/or deliverables:

See attached EXHIBIT C.1 – CONSTRUCTION AND ADDITIONAL SERVICES SCOPE OF WORK. The scope includes Construction Phase Services along with Additional Services within this Attachment.

B. Cost Proposal – Include hourly breakdown for each task

See attached EXHIBIT C.2 - CONSTRUCTION SERVICES FEE

C. Reimbursable Expense Schedule

See attached hourly rate sheet dated March 2, 2019

D. Contract Time shall be 546 calendar days from the date of the OWNERS signature on Attachment IV. Construction phase services shall be completed and accepted by the OWNER by March 31st, 2022 (DATE). If construction phase services have not been completed and accepted by March 31st, 2022 the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

2. Compensation for ENGINEERING SERVICES During the Construction Phase shall be by the

☒ **LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES During the Construction Phase, as described, including reimbursable expenses shall not exceed \$1,052,500.00, excluding gross receipt tax.

☒ **STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, including reimbursables, for ENGINEERING SERVICES During the Construction Phase, as described, shall not exceed \$34,015.00, excluding gross receipt tax, without prior written approval of the OWNER, with Funding Agency concurrence.

3. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

4. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: _____
OWNER
Type Name Philo Shelton III
Title Manager, Department of Public Utilities, Incorporated County of Los Alamos

By: _____ Date: _____
ENGINEER
Type Name Todd Burt
Title Sr. Vice President
Address 7500 Jefferson St. NE
Albuquerque, NM 87109

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

Los Alamos County White Rock WRRF

EXHIBIT C.1 – CONSTRUCTION PHASE SERVICES SCOPE OF WORK

Task 6: Engineering Services During Construction

Objective: To provide Engineering services during the Construction Phase, including review of the Contractor's submittals, responding to requests for information (RFIs), and special site visits by the engineering team. The Engineering team will assist the on-site inspectors throughout the duration of the project to respond to questions and provide direction.

Approach: Construction phase services shall include the following items:

1. Conduct a pre-construction conference. Prepare agenda, sign-in sheet and meeting minutes.
2. Make up to 18 monthly periodic visits to the site at such times as appropriate during the progress of the work to observe the progress and quality of the work and advise accordingly.
3. Review Contractor's Submittals for conformance with Design Concept and Contract Documents.
4. Project will use BHI's *Project Tracker* for construction administration management.
5. Render interpretations of documents as necessary.
6. Coordinate and conduct Final Inspection and obtain written warranties and related documents as required by the Contract Documents.
7. Modify the original reproducible drawings delineating recorded as-built conditions provided by the contractor.
8. Coordinate and conduct 11-month warranty review.

Assumptions:

1. Record drawings from the Contractor shall be scanned and provided in PDF format to the Owner.
2. A maximum of 18 monthly site visits will be required by the ENGINEER and be conducted at the regular progress meetings. An additional five (5) site visits have been included to provide inspection at key points during construction. These site visits may occur during the weekly teleconference meetings if required by circumstances in the field.
3. The engineering team will not attend weekly teleconference meetings.
4. Assumed construction duration is 540 consecutive calendar days (approximately 18 months).

Deliverables:

- Review and Response to RFIs and Submittals
- Site Inspection Reports

Task 7: Construction Management and Inspection

Objective: BHI will provide full time field inspection for the duration of the construction phase, projected to have a duration of 18 months. The field inspection shall be scheduled appropriately with the construction contractor to ensure that all critical facility installations are observed and documented within the allowable time frame.

All appropriate documents and correspondence, as determined by the Owner, shall be placed on the Project Tracker webpage included in the currently contracted construction management duties.

- **Construction Management:** BHI will provide construction management support services to the Owner for a period of 18 months, consecutive calendar days (CCD). Resident Project Representative (RPR) roles, responsibilities and authorities regarding administration of the construction contract. The main function that BHI shall serve is to 1) Ensure that the project is constructed in accordance with the construction drawings and specifications, 2) Attend progress meetings and document meetings with meeting minutes and prepare agendas, 3) provide coordination between the Contractor, Owner and Engineering Team. BHI does not have the authority to act on behalf of the Owner. BHI shall provide the following services:
 1. Process Material Submittals. BHI will process materials submittals prepared by contractor for engineer review and approval through our BHITracker.
 2. Process Requests for Information (RFIs). BHI will process Request for Information made by Contractor and Design Revisions for engineer review and approval through our BHITracker. BHI will maintain a tracking log and copies of all correspondence will be available to the Owner throughout the project.
 3. Process Change Orders. BHI will review and make recommendations on contract change orders proposed by Owner or Contractor. Upon acceptance by the owner BHI will process the change order. The change orders will be submitted to the funding agency for approval prior to execution
 4. Review and Process Contractor's Application for Payment. Pay applications are anticipated to occur monthly.
 - a. Track and verify quantities. BHI will verify installed quantities stated on the Contractor's Application for Payment and send written recommendations for payment to the Owner. Funding agency review and approval of progress payments shall be conducted by BHI.

5. Review Schedules. BHI will track the progress of the construction and advise the construction contractor of any delays that may affect completing the project on time.
6. Attend Project Progress Meetings. It is anticipated that progress meetings will be conducted throughout the construction contract. BHI will prepare agendas and meeting minutes of the weekly progress meetings. BHI will conduct and attend the following meetings.
 - a. Special milestone inspections.
 - b. Progress meetings.
 - c. Payment meetings. If a separate meeting is requested by the construction contractor.
7. Conduct Pre-final and Final Inspections
 - a. Prepare punch list. After the construction contractor has requested for substantial completion, BHI will conduct a pre-final inspection in which all major construction items will be reviewed for completeness. A punch list will be drafted and sent to the contractor, with copies to the Owner outlining items still needing to be complete. BHI will conduct a final inspection walkthrough as the final acceptance of the construction contract.
8. Certificate of Substantial Compliance. BHI will submit to the Owner written certification that the installed facilities conform to the contract drawings and specifications.
9. Final Contract Close-out Documents. BHI will administer all remaining close-out documents of the construction contract and make recommendation for final payment to the Owner.
- **Field inspections:** BHI will provide on-site construction observation for a duration of 15 months of the total construction contract duration. The main function that BHI shall serve is to ensure that the project is constructed in accordance with the construction drawings and specifications, and to report progress to the Owner. BHI will provide the following services.
10. Construction Observation. BHI will provide full time field inspection for the duration of the construction phase. BHI will prepare and maintain the following as a means of documenting the construction contract. All documentation shall be uploaded to the BHITracker as soon as practical, but not less frequent than once a week.
 - a. Photos. BHI will maintain a digital photo log of representative construction activities, especially those activities that will be buried, backfilled, or under subsequent building construction. Photos will be titled or placed in folders to indicate the activity in the photo and be organized according to date. Digital photos will also be given to the Owner at the conclusion of the construction phase.

- b. **Field Reporting.** BHI will maintain a digital field report daily and provide written weekly summaries. The field report will contain a written narrative of daily construction activities, conversations, weather, progress, etc.
11. **Testing (Allowance).** BHI will provide quality assurance testing per the minimum testing requirements established in the contract documents. Results of tests will be documented via the BHITracker. BHI will conduct QA/Referee testing as directed by the Owner.
 12. **Verifying installed quantities.** BHI Field inspection personnel will verify installed quantities, including stored materials if requests are made for payments of stored materials.
 13. **Reviewing contractor as-builts for accuracy and completeness.** BHI will notify the contractor of inaccurate, incomplete or out of date as-builts. The contractor shall be responsible for maintaining the official project progress drawings during construction which BHI will verify on a weekly basis.
- **Review and Drafting of Record Drawings:** BHI will review and, in conjunction with the Owner, approve the contractor's preliminary as-constructed drawings and plot of as-constructed survey. BHI will provide professional drafting services and provide two (2) reproducible mylar sets to the Owner. BHI shall provide to the Owner electronic copies (pdf formats) of the final record drawings including any OWNER specified sheet labeling.

Assumptions:

1. The construction duration will be 540 consecutive calendar days (approximately 18 months) and assume the contractor shall work a 40-hour work week from Monday to Friday
2. A single construction contract will be awarded for this project.
3. The on-site inspector shall conduct inspection for 450 consecutive calendar days (approximately 15 months) of the construction duration. The inspector shall work a 40-hour work week which includes travel time to the site.

Deliverables:

- Attend meetings including: payment, progress, special milestone and final inspections
- Processing of submittals for design engineer's approvals, processing RFI's, contract modifications and field directives from design engineer approval – throughout duration of the construction contract. Provide digital copies of all such correspondence at the end of the project.
- Other written and email correspondence – throughout duration of the construction contract
- Photos and weekly report
- Issuance of Operational Readiness Test (ORT), Functional Acceptance Test (FAT) and Performance Testing (PT) acceptance memos

- Certificate of Substantial Compliance
- Record Drawings
- Final binder incl. compilation of Weekly Field Reports (Digital deliverable)

Task 8: Standard Operating Job Procedures

Objective: To provide Engineering support during the facility commissioning and start-up of the facilities. The engineering team will assist the Construction Inspector and Contractor during the start-up and commissioning of the new facility.

Approach: Standard Operating Job Procedures services shall include the following items:

1. Verify compliance of Contractor with Operational Readiness Test Inspection and review checklist criteria with the Contractor prior to acceptance
2. Assist during the Functional Acceptance Test (FAT), effluent water quality, of the Facility
3. Assist during the Reliability Acceptance Test (RAT), raw sewage testing, of the Facility
4. Prepare comprehensive Operation and Maintenance Manuals for the Owner prior to the FAT.
5. Coordinate and Assist with Training for Operators during the commissioning.

Assumptions:

1. Contractor shall collect Operation and Maintenance Manual information from each Supplier prior to the ORT. The Engineer shall compile the information and develop an O&M Manual for the Owner prior to the FAT
2. The Performance Testing Period shall be a duration of seven (7) days.
3. The Engineering shall have a maximum of three (3) representatives on-site during the start-up and commissioning of the facility.
4. The Engineer shall assist the Contractor with the checklists and verification that all performance criteria are met during the testing of the facility.
5. The ORT shall occur over a two (2) day period. The FAT and Training shall occur within a one-week period.

Deliverables:

- ORT Memo and Acceptance
- FAT Memo and Acceptance
- RAT Memo and Acceptance
- Operation and Maintenance Manual – Three (3) hard copies and one (1) PDF
- Record Drawings – Three (3) hard copies, full size, three (3) hard copies, half size and one (1) PDF

ADDITIONAL SERVICES:

The following Tasks are Additional Services that will be performed as part of this contract.

Task 9: Operational Assistance

Objective: To provide Operational Support after the Commissioning for the project has been completed by the Contractor and the Substantial and Final Completion of the project has been granted. The Operational assistance shall be members of the Engineering Team or Operators working with the Design Team. The objective of this Task is to allow the Owner to have resources available to assist with questions or review operational information during the first year the facility is operational.

Approach: Operational Assistance services shall include the following items:

1. The BHI team shall coordinate a site visit after the facility has been operational for 6 months. Vendors and Suppliers shall be requested to attend this site visit, as needed, to conduct additional training or give the LAC operators the ability to ask additional questions that may have arisen since the original training of the facility.
2. On-Call operational assistance through teleconference calls and other forms of communication.
3. If needed, site visit by design team members

Assumptions:

1. The operational assistance shall occur after the Final Acceptance of the facility until the 11-month warranty inspection
2. The services shall be performed on an as needed basis when requested by the Owner.
3. The services are expected to vary and depend on the level of assistance needed.

Deliverables:

- Deliverables will be dependent on tasks requested by the Owner.

Task 10: Controls / Programming / Integration

Objective: To provide the County a complete and operational control system for the upgraded wastewater treatment facility at the conclusion of the construction project. The Engineer will review the project with the Owner to complete the programming of Software along with the HMI Hardware. The Engineering team will serve as the integrator for the project and work side by side with the Owner, the design team and the Contractor to incorporate the programming for monitoring and control of the facility.

Approach: Controls, Programming, Integration services shall include the following items:

1. Control Loop Descriptions – Loop numbers and descriptions will be developed in conjunction with the P&IDs from the construction documents. Control descriptions will be developed with the County describing the monitoring and control requirements for

each loop. This will include a preliminary workshop with the County to review the approach to this work and then the descriptions will be developed. Once developed an additional workshop will be held to review the loop descriptions and Owner input will again be incorporated in the final loop descriptions.

2. Development of Programming Standards – We will work with County staff to develop programming standards that will be utilized throughout any and all logic developed for the project. This will be reviewed by staff also.
3. System Integration – This includes developing a detailed replacement plan and schedule for the replacement of the existing control assemblies. Programming each PLC/RIO. Programming the SCADA network. Upgrading the HMI equipment and upgrading the HMI Software. Programming the HMI. Providing necessary programming and coordination to fully integrate vendor supplied systems.
4. Commissioning and Startup of the Control System - Following a successful factory acceptance test of the PLC panels, they will be delivered to the Contractor for installation. Once installed, it will be necessary to perform I/O tests, loop tests and to startup and commission the Control System. As part of this effort, we will provide panel installation assistance, network cutover and commissioning assistance, I/O and loop testing with the Contractor, and the final Commissioning of the control system with the Contractor.
5. Control System Training – To appropriately conclude the integration services, proper System Training for the Control System will be provided. This will include a training session focusing on the following: SCADA System Documentation, PLC System Hardware and Software, HMI System Hardware and Software, and SCADA System Maintenance.

Assumptions:

1. The integration services will begin during the design phase of the project and will continue to completion at the end of the construction project.
2. The Engineering Team will use software similar to or compatible with the existing infrastructure used by the Owner.

Deliverables:

- Loop Descriptions along with minutes of loop description workshops
- Programming Standards document
- HMI Hardware and Software Information
- PLC Replacement Plan
- PLC Programming
- HMI System Development and Configuration
- HMI Programming

- SCADA Network Programming
- Factory Acceptance Test
- Panel Installation Assistance
- Network Cutover and Commissioning
- I/O and Loop Testing
- PLC/System Commissioning
- Control System Training

Task 11: Geotechnical Material Testing

Description: This task will provide the following material testing services for the construction of the project, to include the following:

- Certified field technicians to test field materials per construction documents including:
 - Subgrade compaction and moisture testing
 - field sampling of materials
 - concrete field testing and sampling
- Field and materials testing laboratory to analyze all materials per the contract documents including:
 - Proctor analysis
 - concrete cylinder strength testing
 - project reporting and correspondence
- Field and laboratory testing per ASTM, AASHTO, ACI, etc. as required through our AASHTO reference laboratory accreditation
- All sampling and laboratory testing will be performed under the direction of a registered professional engineer licensed in the State of New Mexico

Assumptions:

- Field and materials testing will be conducted on the following:
 - Oxidation Ditch
 - Secondary Clarifier(s)
 - Ras/WAS&UV Building
 - Filter Building
 - Headworks Building
- The minimum testing requirements in our estimate were based on American Public Works Association Standard Specifications

Deliverables:

- Hardcopy or electronic copy of each material test result

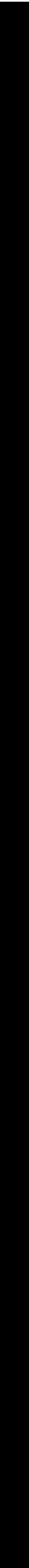


EXHIBIT C.2 - CONSTRUCTION PHASE AND ADDITIONAL SERVICES FEE

Name of Project:	White Rock WRRF Replacement		Date of proposal:	5/30/2019
Client:	Los Alamos County		Prepared by:	Todd Burt / Donzil Worthington
Principal-in-Charge/ PM, Des. Eng:	Todd Burt / Donzil Worthington		Approved by:	inits.

	Task / Activity	# of Sheets	Engineer 7, PIC	Technical Specialist 6, PM	Engineer 6, PE	Engineer 5	Engr Tech 6	Engineer 4	Engineer 3	Engineer 2	Engineer 1	Engr Tech 5	Engr Tech 3	Admin Assist 4	Subconsultant (Pathfinder, Geo Test, Santa Fe Vacuum)	Subconsultant (Survey, Structures, Construction)	Reimbursable Expenses	Task Sub-Totals	
																		Per-Hrs	Cost
No.	Hourly Rate:		\$ 240	\$ 215	\$ 215	\$ 175	\$ 115	\$ 155	\$ 135	\$ 115	\$ 100	\$ 102	\$ 82	\$ 85					
1	TASK 6: ENGINEERING SERVICES DURING CONSTRUCTION		22	152	196		223								\$	70,215	\$ 22,500	593	\$ 201,430
2	Engineering Support Services																		
3	Construction Phase Kick off meeting			8	8													16	\$ 5,720
4	Weekly Teleconference Calls (78 total)																		\$ -
5	18 Monthly Progress Meetings		9		108		108									\$	1,980	225	\$ 42,660
6	18-month Project Management (8 hours per month)		9	144														153	\$ 33,120
7	Submittal Review/Approval (Assumes 75 Submittals)				40		75									\$		115	\$ 64,075
8	RFI Responses (Assumes 30 Total)				20		40									\$		60	\$ 34,725
10	Site Visits (5 Total)		4		20											\$	990	24	\$ 21,130
11	TASK 7: CONSTRUCTION MANAGEMENT AND INSPECTION														\$	482,350	-		\$ 482,350
12	CONSTRUCTION INSPECTION SERVICES																		
13	Full Time Construction Inspection, Management and Reporting (15 months, 40 hours per week On-Site) - See Attachment for Additional Detail															\$			
15	TASK 8: Standard Operating Job Procedures				48		100					60			\$	66,270	\$ -	208	\$ 94,210
16	Facility Commissioning - Start Up and Testing				20		40									\$		60	\$ 28,850
17	Operations and Maintenance Manual				8		20									\$		28	\$ 38,350
18	Record Drawings				20		40					60				\$		120	\$ 27,010
TOTAL HRS (Construction Phase Services):			22	152	244		323					60				136485	2970	801	\$ 777,990
TOTAL CONSTRUCTION PHASE SERVICES COST:																			\$ 777,990
Additional Services																			
22	TASK 9: Operational Assistance (T&M)			12	8		8								\$	28,795	\$ -	28	\$ 34,015
23	6-month Site Visit with Equipment Reps/Vendors as needed				8		8									\$		16	\$ 10,740
24	11-month Site Visit			12												\$		12	\$ 8,300
25	On-call assistance via phone as desired by operations staff															\$			
27	TASK 10: Controls/Programming/Integration			4	8		12								\$	155,550	\$ 50,000	24	\$ 209,510
28	Loop development with Owner Input/Meeting/Review			4	4		4									\$	30,000	12	\$ 29,630
29	Programming (includes software and HMI hardware)															\$	7,500		\$ 106,750
30	Loop testing with Contractor/Owner				4		4									\$	10,000	8	\$ 28,500
31	Start-Up						4									\$	2,500	4	\$ 35,020
32	Training						4									\$			\$ 9,610
33	TASK 11: Geotechnical Materials Testing														\$	65,000	-		\$ 65,000
34	Material Testing Allowance															\$			\$ 65,000
TOTAL HRS (Additional Services):				16	16		20									\$ 184,345.00	\$ 50,000.00	\$ 52.00	\$ 308,525.00
TOTAL ADDITIONAL SERVICES COST:																			\$ 308,525
TOTAL CONSTRUCTION PHASE AND ADDITIONAL SERVICES COST:																			\$ 1,086,515

May 31, 2019

Attachment A

COST ESTIMATE FOR CONSTRUCTION MANAGEMENT, AND INSPECTION FOR WHITE ROCK WWTP

Assumptions:

Estimated Construction Cost **\$ 13,000,000.00**

Construction Management (CM) and Inspection Effort Duration of 18 months; Field Inspection for 15 Months of Construction at 40 hours per week total

Effort of full time inspection/observation by Bohannon Huston, Inc.

QA Geotechnical Field and Materials Testing by BHI (allowance)

Construction Management and Inspection (LS)

	<u>Effort (Hrs.)</u>	<u>Hourly Rate</u>	<u>Amount</u>
Engineer 7 (PIC)	90.00	\$ 240.00	\$ 21,600.00
Engineer 4 (PM)	528.00	\$ 155.00	\$ 81,840.00
Construction Observer 5	2600.00	\$ 100.00	\$ 260,000.00
Administrative Assistant 4	156.00	\$ 105.00	\$ 16,380.00
Mileage per month	18.00	\$ 2,025.00	\$ 36,450.00
Per diem	18.00	\$ 2,960.00	\$ 53,280.00
<i>Subtotal - Construction Engineering and Inspection</i>			\$ 469,550.00

Close Out, Final Acceptance, Record Drawings, and Start up (LS)

	<u>Effort (Hrs.)</u>	<u>Hourly Rate</u>	<u>Amount</u>
Engineer 7 (PIC)	10.00	\$ 240.00	\$ 2,400.00
Engineer 4 (CM)	40.00	\$ 155.00	\$ 6,200.00
Administrative Assistant 4	40.00	\$ 105.00	\$ 4,200.00
<i>Subtotal - Close Out and Final Acceptance</i>			\$ 12,800.00

Subtotal: LS fee for CM and Inspection

Total (excl NMGR) **\$ 482,350.00**

Field and Materials Testing - BHI

	<u>Effort (Hrs.)</u>	<u>Hourly Rate</u>	<u>Amount</u>
<i>QA Field and Materials Testing</i>			\$ 65,000.00
<i>Total - Field and Materials Testing</i> (allowance)			\$ 65,000.00

Subtotal: LS fee for QA/Referee Material Testing

\$ 65,000.00

Total:

Total (excl NMGR) **\$ 547,350.00**

BOHANNAN HUSTON, INC.
FEE SCHEDULE HOURLY RATES
MARCH 2, 2019

	1	2	3	4	5	6	7
PROFESSIONAL Engineers, Surveyors, Photogrammetrists	\$100	\$115	\$135	\$155	\$175	\$215	\$240
TECHNICAL SPECIALIST Engineering, Survey, Mapping, GIS, Graphics	\$72	\$77	\$82	\$92	\$102	\$115	\$135
PLANNER Community, Transportation	\$95	\$105	\$120	\$135	\$150	\$190	\$230
CONSTRUCTION Inspection, Observation	\$70	\$75	\$80	\$90	\$105	\$120	\$160
LABORATORY TECHNICIAN Materials Testing	\$55	\$65	\$70	\$75	\$80	\$90	\$100
ANALYST Programming, Computer Systems, GIS, Spatial Data	\$85	\$100	\$115	\$130	\$175	\$210	\$235
ADMINISTRATIVE PROFESSIONAL Administrative, Marketing, Technical Writing	\$105	\$115	\$125	\$140	\$160	\$210	\$235
ADMINISTRATIVE ASSISTANT	\$55	\$65	\$75	\$85	\$95	\$105	\$120

MATERIALS AND REIMBURSABLE EXPENSES

Plotting, Printing, and Binding – As invoiced at cost of labor and materials.

Courier / Delivery Service – As invoiced by provider.

Mileage – Two-Wheel Drive Vehicle rate as published for the IRS Standard Mileage Rate.

Four-Wheel Drive Vehicle rate is the IRS Standard Mileage Rate plus \$0.10 per mile.

Per Diem / Travel – Field personnel in accordance with the latest GSA Schedule based on location of service.

Office / Professional staff travel costs, meals and lodging will be billed at cost.

Survey Equipment Charge – \$25.00/Hour.

Survey Material Charge – \$2.00/Hour.

Expert Witness – Rates shall be negotiated based on the requirements of the contract with a minimum of four hours while in court.

Other Direct Project Expenses – At Cost.

Overtime – Performed upon request of the client; will be invoiced at 1.30 times the standard hourly rate.

Applicable Gross Receipts or Sales and Use Tax – Added to all fees charged for professional services unless they are exempt and official documentation is on file with Bohannon Huston, Inc.

Budget Revision 2020-05

BPU Meeting Date: July 17, 2019

Council Meeting Date: July 30, 2019

	Fund Name	Org Object	Revenue (decrease)	Expenditures (decrease)	Fund Balance (decrease)
1	Utilities - Wastewater Fund	55185599 8369	\$ -	\$ 1,000,000	\$ (1,000,000)
1	Utilities - Wastewater Fund	55185599 8369	\$ -	\$ 1,309,100	\$ (1,309,100)

Description: The purpose of this budget revision is to rollover FY2019 spending authority to FY2020 in the amount of \$1,000,000 and increase FY2020 spending authority by an additional \$1,309,100 for design of the White Rock Wastewater Treatment Plant. Utilities received a loan for the Wastewater Treatment Plant from NM Environment Department.

Fiscal Impact: The impact on the Joint Utilities Fund is to increase expenditures and decrease fund balance by \$2,309,100.



County of Los Alamos

Staff Report

July 17, 2019

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 7.B
Index (Council Goals): * 2019 Council Goal - Planning for Appropriate Levels of County Services
Presenters: Steve Cummins, Deputy Utilities Manager - Power Supply
Legislative File: RE0416-19

Title

Incorporated County of Los Alamos Resolution No. 19-18; A Resolution Authorizing and Approving an Increase in the Participant's Entitlement Share Under the Carbon Free Power Project Power Sales Contract for the Lay-off Power Sales Agreement Associated with Joint Use Module Plant Operations at the Carbon Free Power Project; and Related Matters

Recommended Action

I move that the Board of Public Utilities approve Incorporated County of Los Alamos Resolution No. 19-18; A Resolution Authorizing and Approving an Increase in the Participant's Entitlement Share Under the Carbon Free Power Project Power Sales Contract for the Lay-off Power Sales Agreement Associated with Joint Use Module Plant Operations at the Carbon Free Power Project; and Related Matters, and forward to Council for adoption.

Staff Recommendation

Staff recommends that the Board approve as presented.

Body

This JUMP Allocation Resolution is for Los Alamos County to express their interest in their entitlement share of capacity and energy from the Joint Use Module Plant (JUMP) program after DOE has completed their research and development using the power output of the JUMP.

UAMPS and DOE expect to have the terms and conditions of the JUMP Power Sales Layoff agreement completed by October 2019. At this time the members interested in the JUMP program will have the option to rescind its election to increase their entitlement share in the CFPP.

- ☐ What is JUMP? JUMP refers to the Joint Use Modular Plant and specifically the first NuScale module at the Carbon Free Power Project (CFPP) that will be used by the Department of Energy ("DOE") for research and development ("R & D") purposes. UAMPS and DOE entered into a Memorandum of Understanding ("MOU") in December 2018 to explore potential R & D applications for the JUMP module and establishing a goal to have contracts in place between the parties by October 2019. UAMPS and DOE have been working on these objectives from the MOU since the beginning of 2019.
- ☐ What is the benefit to the CFPP as a whole? The JUMP program provides significant

de-risking benefits to the CFPP, namely the first of a kind deployment risk associated with the NuScale technology. The JUMP program envisions an early procurement, fabrication, installation, and commissioning of the first NuScale module. Conducting these activities on an accelerated timeline than what is otherwise contemplated will allow the know-how developed from these activities to be implemented as lessons learned to the deployment of subsequent NuScale modules at the CFPP.

- What is the potential benefit to CFPP Participants signing up for an allocation in the JUMP module? It is contemplated that the DOE will pay a 100% of costs associated with deploying and operating the JUMP module as well as a proportionate share of balance of plant costs. The effect of this structure will mean that when R & D activities cease (currently contemplated to occur in 2041) as spelled out in the ultimate terms of the JUMP contracts (discussed above), the JUMP module will revert to use by those Participants signing up for a JUMP allocation at a cost that reflects ongoing operations and maintenance and moving forward decommissioning costs but not having to pay debt costs associated with the deployment of JUMP module.
- What happens if a Participant does not like the terms of the JUMP Agreements? The JUMP Resolution to be approved by Participant governing bodies expressly identifies that each Participant signing up for a JUMP allocation will have the unilateral right to fully rescind or adjust down its JUMP allocation upon reviewing the final terms and conditions of the JUMP agreement (anticipated to be finalized in October 2019). The CFPP Project Management Committee (PMC) will also review the JUMP agreements and will authorize approval if the PMC deems appropriate.

On April 10, 2018, the Board of Public Utilities and County Council approved the CFPP Power Sales Contract with UAMPS for an entitlement share of 8,000 kW (8 MW) of capacity. Based on LAC's current subscription in the CFPP, the JUMP Resolution will increase our capacity by 2,974 kW (2.974 MW). The Resolution also expresses the County's interest in the JUMP program up to 10,000 kW (10 MW) of additional capacity if available.

The ten year average generation from the Abiquiu and El Vado hydroelectric facilities, and the initial 8 MW allocation in the CFPP, is expect to generate approximately 128,000 MWh per year.

Based on our most recent load forecast, LAC electric demand will be approximately 136,000 MWh per year in 2030 and approach 150,000 MWh in 2040. These additional 3 MW of capacity will help meet our current load projections in 2040 by supplying an additional 25,000 MWh annually. Combined with the 128,000 MWh discussed above totals 153,000 MWh of energy production on an annual basis.

These load projections do not account for the electric demand associated with the electrification of automobiles.

Alternatives

Do not participate in the JUMP layoff-off Power Sales Agreement. The County's subscription in the project will remain at the 8 MW entitlement share that was approved on April 10, 2018.

Fiscal and Staff Impact

None at this time. When the terms and conditions of the JUMP layoff-off Power Sales Agreement are finalized and approved by the Project Management Committee, each participant will be notified in writing and have 30 days to get their governing body approvals. If the County chooses to move forward with the JUMP Power Sales Layoff Agreement, the County will be committed to the power when the plant goes into commercial operation in 2027. This does not eliminate the off-ramps at each phase of the project requiring Board and Council approvals.

Attachments

A - Resolution 19-18

RESOLUTION NO. 19-18

A RESOLUTION AUTHORIZING AND APPROVING AN INCREASE IN THE PARTICIPANT'S ENTITLEMENT SHARE UNDER THE CARBON FREE POWER PROJECT POWER SALES CONTRACT FOR THE LAY-OFF POWER SALES AGREEMENT ASSOCIATED WITH JOINT USE MODULE PLANT OPERATIONS AT THE CARBON FREE POWER PROJECT; AND RELATED MATTERS.

***** ***** *****

WHEREAS, the Incorporated County of Los Alamos, New Mexico (the "*Participant*") is a member of Utah Associated Municipal Power Systems ("*UAMPS*") pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action, as amended (the "*Joint Action Agreement*");

WHEREAS, the Participant has previously approved, executed and delivered the Carbon Free Power Sales Contract dated as of April 1, 2018 (the "*Power Sales Contract*") with UAMPS, including an Entitlement Share of 8,000 kW of the capacity of the Project (initially capitalized terms used and not defined herein have the meanings assigned to them in the Power Sales Contract);

WHEREAS, UAMPS, the U.S. Department of Energy and Batelle Energy Alliance, as DOE's prime contractor at the Idaho National Laboratory (together, "*DOE*") entered into a Memorandum of Understanding in December 2018 (the "*MOU*"), under which one of the small modular reactors at the Project ("*JUMP SMR*") will be utilized by DOE for research and development purposes under its "JUMP" program;

WHEREAS, the MOU calls for definitive agreements for the JUMP SMR be negotiated by October 2019 (collectively, these agreements are referred to herein as the "*JUMP Lay-Off Power Sales Agreement*");

WHEREAS, UAMPS and the Project Management Committee believe that the JUMP Lay-Off Power Sales Agreement will provide substantial benefits to the Participants and the Project as a whole, including accelerating the development of the Project, achieving cost savings and other benefits;

WHEREAS, certain Participants in the CFPP desire to facilitate this transaction by electing to increase their Entitlement Shares in a total amount sufficient to enable UAMPS to make the JUMP SMR available to DOE and thus enabling UAMPS to enter into JUMP Lay-Off Power Sales Agreement with DOE; and

WHEREAS, the Participant now desires to increase its Entitlement Share in the amount set forth below to facilitate the JUMP Lay-Off Power Sales Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Incorporated County of Los Alamos, New Mexico as follows:

Section 1. Increase of Participant Entitlement Share for JUMP Lay-Off Power Sales Agreement. (a) The Participant hereby authorizes and approves increasing its Entitlement Share in the CFPP by 2,974 kW and up to 10,000 kW of capacity.

(b) Upon the completion of negotiations with DOE, UAMPS shall submit the JUMP Lay-Off Power Sales Agreement to the Project Management Committee for approval as provided in the Power Sales Contracts. Upon the approval or disapproval of the JUMP Lay-Off Power Sales Agreement by the Project Management Committee, UAMPS shall send written notice to each of the Participants that has elected to increase its Entitlement Share of the action taken by the Project Management Committee and, if the Project Management Committee has approved the JUMP Lay-Off Power Sales Agreement, a copy of the JUMP Lay-Off Power Sales Agreement.

(c) If the JUMP Lay-Off Power Sales Agreement is approved by the Project Management Committee but is not executed by UAMPS for any reason, UAMPS shall give additional written notice of such fact to such Participants.

(d) Upon its receipt of the written notice from UAMPS described in (b) above, the Participant shall, in its sole discretion, have the right to rescind its election to increase its Entitlement Share as provided in 1(a) above or to modify the increase in its Entitlement Share as provided in 1(a) above upon its determination that the final terms of the JUMP Lay-Off Power Sales Agreement are unacceptable. Upon its receipt of the written notice from UAMPS described in (c) above, the Participant shall, in its sole discretion, have an additional right to rescind its election to increase its Entitlement Share as provided in 1(a) above or to modify the increase in its Entitlement Share as provided in 1(a) above. The Participant shall exercise these rights upon the approval of its Governing Body and by written notice to UAMPS which shall be given not later than 30 days after UAMPS gives notice to the Participant under (b) or (c) above.

Section 2. Miscellaneous; Effective Date. (a) Notwithstanding the rights provided to the Participant Section 1(b) of this resolution, this resolution shall be and remain irrevocable until the expiration or termination of the Power Sales Contract in accordance with its terms.

(b) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(c) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(d) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this 6th day of August, 2019.

INCORPORATED COUNTY OF LOS ALAMOS,
NEW MEXICO

By _____
Sara C. Scott
Council Chair

ATTEST:

Naomi D. Maestas
County Clerk

[SEAL]



County of Los Alamos

Staff Report

July 17, 2019

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 8.A
Index (Council Goals): BCC - N/A
Presenters: Board of Public Utilities
Legislative File: 12126-19

Title

Status Reports

Body

Each month the Board receives in the agenda packet informational reports on various items. No presentation is given, but the Board may discuss any of the reports provided.

Attachments

- A - Electric Reliability Report
- B - Accounts Receivables Report
- C - Safety Report

STATUS REPORTS

ELECTRIC RELIABILITY

Los Alamos County Utilities



Electric Distribution Reliability

July 17, 2019

Stephen Marez
Electrical Engineering Manager

Electric Distribution Reliability Study
Twelve Month Outage History

Prepared by Stephen Marez
Senior Engineer L.A.C.U.

Date	Call Rcd.	Circuit	Cause	Start Time	End Time	Duration	Customers Affected (Meters)	Combined Customer Outage Durations	Total Outage H:M:S	Running SAIDI
7/15/2018	Utilities	14	URD Failure	23:30	5:30	6:00	30	180:00:00	180:00:00	0:01:12
7/20/2018	Utilities	WR2	URD Failure	10:10	11:30	1:20	12	16:00:00	196:00:00	0:01:18
8/7/2018	Utilities	13	URD Failure	20:00	1:00	5:00	50	250:00:00	446:00:00	0:02:58
8/9/2018	Utilities	WR2	URD Failure	19:00	23:00	4:00	24	96:00:00	542:00:00	0:03:36
9/1/2018	Utilities	WR2	URD Failure	5:00	8:30	3:30	21	73:30:00	615:30:00	0:04:05
9/3/2018	Utilities	WR1	OH Failure	13:30	16:30	3:00	15	45:00:00	660:30:00	0:04:23
9/4/2018	Utilities	WR1	Weather	17:50	19:30	1:40	15	25:00:00	685:30:00	0:04:33
9/13/2018	Utilities	WR1	HUMAN	14:45	15:15	0:30	14	7:00:00	692:30:00	0:04:36
9/13/2018	Utilities	WR2	URD Failure	9:30	11:15	1:45	24	42:00:00	734:30:00	0:04:52
10/3/2018	Utilities	WR2	URD Failure	8:00	11:30	3:30	7	24:30:00	759:00:00	0:05:02
11/13/2018	Utilities	13	SAFETY	9:45	15:00	5:15	87	456:45:00	1215:45:00	0:08:04
11/23/2018	Utilities	13	URD Failure	11:45	12:00	0:15	7	1:45:00	1217:30:00	0:08:05
11/30/2018	Utilities	13	TREE	19:00	20:52	1:52	15	28:00:00	1245:30:00	0:08:16
11/30/2018	Utilities	13	TREE	19:00	0:00	5:00	15	75:00:00	1320:30:00	0:08:46
2/4/2019	Utilities	WR2	HUMAN	9:30	9:34	0:04	961	64:04:00	1384:34:00	0:09:11
2/8/2019	Utilities	WR2	URD Failure	15:57	17:15	1:18	25	32:30:00	1417:04:00	0:09:24
2/14/2019	Utilities	WR1	URD Failure	4:00	6:00	2:00	30	60:00:00	1477:04:00	0:09:48
3/3/2019	Utilities	EA4	OH Failure	14:41	17:45	3:04	15	46:00:00	1523:04:00	0:10:06
3/12/2019	Utilities	WR2	OH Failure	14:30	14:58	0:28	13	6:04:00	1529:08:00	0:10:09
3/12/2019	Utilities	13	TREE	3:00	9:40	6:40	104	693:20:00	2222:28:00	0:14:45
3/12/2019	Utilities	13	TREE	3:00	0:00	21:00	12	252:00:00	2474:28:00	0:16:25
3/12/2019	Utilities	13	TREE	14:30	17:10	2:40	1541	4109:20:00	6583:48:00	0:43:40
3/12/2019	Utilities	13	TREE	14:30	17:30	3:00	114	342:00:00	6925:48:00	0:45:57
3/12/2019	Utilities	13	TREE	16:30	20:30	4:00	2	8:00:00	6933:48:00	0:46:00
3/12/2019	Utilities	15	TREE	15:00	17:10	2:10	10	21:40:00	6955:28:00	0:46:08
4/15/2019	Utilities	16	OH Failure	7:00	9:30	2:30	7	17:30:00	6972:58:00	0:46:15
5/22/2019	Utilities	14	URD Failure	15:00	18:15	3:15	5	16:15:00	6989:13:00	0:46:22
5/22/2019	Utilities	16	OH Failure	22:00	23:30	1:30	120	180:00:00	7169:13:00	0:47:33
5/27/2019	Utilities	WR1	URD Failure	17:00	23:30	6:30	10	65:00:00	7234:13:00	0:47:59
6/14/2019	Utilities	16	OH Failure	21:30	2:30	5:00	6	30:00:00	7264:13:00	0:48:11

CIRCUIT SAIDI IS CALCULATED ACCORDING TO THE NUMBER OF CUSTOMERS IN EACH CIRCUIT RESPECTIVELY												
Running SAIDI Circuit	Running SAIDI Circuit 14	Running SAIDI Circuit 15	Running SAIDI Circuit 16	Running SAIDI Circuit 17	Running SAIDI Circuit 18	SAIDI Circuit EA4 & Royal Crest	Running SAIDI Circuit WR1	Running SAIDI Circuit WR2	Monthly SAIDI	Monthly Customer Minutes out of service	WEATHER SAIDI	
13	0:20:02											
									JULY	0:01:18	180:00:00	
0:09:04								0:01:00				
								0:07:00	AUGUST	0:02:18	348:00:00	
								0:11:35				
							0:01:42					
							0:02:39					
							0:02:55					
											0:00:10	
0:25:37								0:14:12	SEPTEMBER	0:01:17	49:00:00	
								0:15:44	OCTOBER	0:00:10	66:30:00	
				0:00:30								
0:26:38												
0:29:21									NOVEMBER	0:03:43	561:30:00	
								0:18:12				
								0:17:46				
							0:05:11		FEBRUARY	0:01:02	259:34:00	
						0:16:44						
								0:18:08				
0:25:08												
0:34:16												
3:03:15												
3:15:39												
3:15:56												
		0:00:42										
			0:00:34						MARCH	0:36:20	4481:00:00	0:36:20
	0:21:51								APRIL	0:00:07	4498:30:00	
			0:06:26									
			0:07:25				0:07:39					
									MAY	0:01:44	300:25:00	
									JUNE	0:00:12	308:45:00	
Circ 13	Circ 14	Circ 15	Circ 16	Circ 17	Circ 18	Circ EA4	Circ WR1	Circ WR2	Total	0:48:11		0:36:30
1655	539	1875	1842	209	213	165	1586	961	9045			

Twelve Month History	JUNE 2019	
Total # Accounts	9045	
Total # Interruptions	30	
Sum Customer Interruption Durations	7264:13:00	hours:min:sec
# Customers Interrupted	3311	
SAIFI (APPA AVG. = 1.0)	.37	int./cust.
SAIDI (APPA AVG. = 1:00)	00:48	hours:min
CAIDI	2:11	hours:min/INT
ASAI	99.9996%	% available

- **SAIFI - System Average Interruption Frequency Index**
A measure of interruptions per customer (Per Year)

$$\text{SAIFI} = \frac{(\text{Total number of customer interruptions})}{(\text{Total number of customers served})}$$

- **SAIDI – System Average Interruption Duration Index**
A measure of outage time per customer if all customers were out at the same time (hours per year)

$$\text{SAIDI} = \frac{(\text{Sum of all customer outage durations})}{(\text{Total number of customers served})}$$

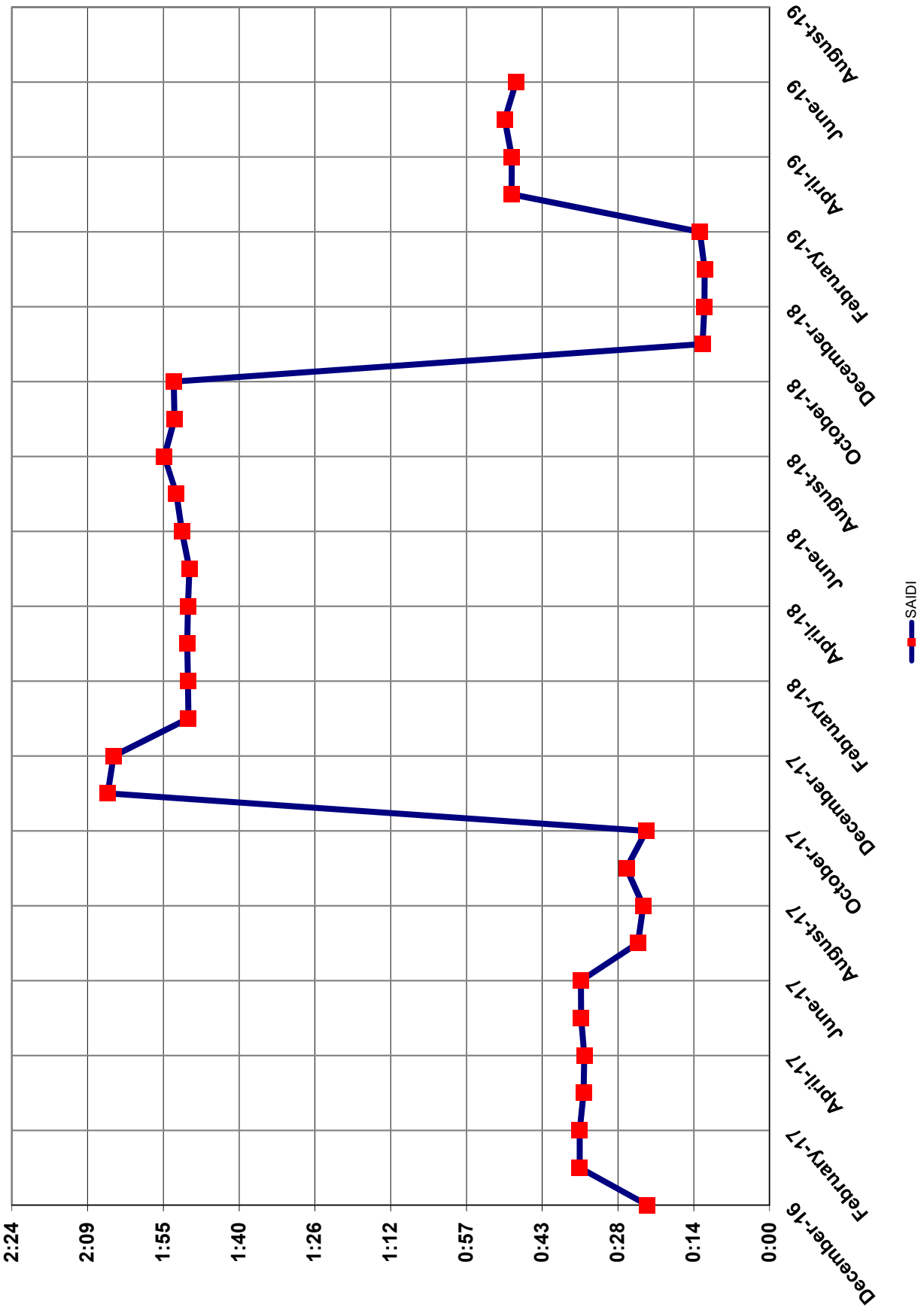
- **CAIDI – Customer Average Interruption Duration Index**
A measure of the average outage duration per customer (hours per interruption)

$$\text{CAIDI} = \frac{(\text{Sum of all customer outage durations})}{(\text{Total number of customer interruptions})} = \frac{\text{SAIDI}}{\text{SAIFI}}$$

- **ASAI – Average System Availability Index**
A measure of the average service availability (Per unit)

$$\text{ASAI} = \frac{(\text{Service hours available})}{(\text{Customer demand hours})} = \frac{8760 - \text{SAIDI}}{8760}$$

EACH POINT IS A 12 MONTH SAIDI HISTORY
1:00:00 = APPA BENCHMARK SAIDI



STATUS REPORTS

ACCOUNTS RECEIVABLES

Los Alamos County Utilities Department
Active Receivables Over 90 Days Past Due
July 1, 2019

Account	Customer ID	Acct Type	Comments	90 - 119	120 +
3000096	2000380	RS	Email to customer 7/2/19	333.85	1,238.42
3000118	2128758	RS	Email to customer 7/2/19	60.85	758.26
3000139	2034008	RS	Paid \$400 on 7/8/19	201.28	151.06
3000222	2129908	RS	Need to follow-up with customer	345.32	1,831.63
3000666	2002399	CM	Paid \$1,700 on 7/8/19	618.72	431.10
3001411	2126808	RS	Disconnect week of 7/8	269.34	415.65
3001833	2214395	RS	UAP assistance, left msg for customer to call	319.20	140.17
3005810	2132968	RS	Disconnect week of 7/8	274.02	176.32
3002424	2032538	RS	Paid \$200 7/5/19, call on 7/8	793.04	92.43
3008923	2094088	RS	Disconnect week of 7/8	253.42	245.47
3008959	2127588	RS	Paid \$260 on 7/8/19	266.35	0.01
3008964	2021244	RS	Paid \$438 on 7/3	213.35	18.00
3005078	2016362	RS	Disconnect week of 7/8	465.99	1,035.13
3005272	2119448	RS	Disconnect week of 7/8	152.09	91.97
3006378	2020208	CM	Tyler Ticket	1,943.08	6,812.61
3006953	2053328	CM	Shut off on 7/2/19	1,780.21	10,404.84
3007023	2021641	CM	Delivered door tag 7/5/19	371.57	292.57
3007047	2021698	CM	Delivered door tag 7/5/19	867.97	191.11
3007049	2021703	CM	Delivered door tag 7/5/19	236.59	79.20
3003969	2012357	RS	Disconnect week of 7/8	354.83	172.62
3004519	2010109	RS	Paid \$1,800 on 7/3	418.14	133.87
3004764	2136348	RS	Paid \$170 on 7/2, Paid \$660 on 7/5	289.57	62.60
3006079	2041858	RS	Paid \$400 on 7/8/19	356.39	610.57
3006151	2019497	RS	Home is liened, owner deceased	217.22	1,248.82
3007573	2134368	RS	Paid \$200 on 7/5, disconnect if remaining balance not paid	352.89	391.34
3007663	2008610	RS	Paid \$735 on 7/8/19	392.16	19.51
3003508	2124208	RS	Paid \$216.45 on 7/3, Paid \$300 on 7/8	461.79	847.52
3003664	2098538	CM	Letter mailed 6/28/19	295.44	1,023.91
3003802	2011768	SC	Letter mailed 6/28/19	1,386.71	48.68
3003818	2066808	RS	Letter mailed 6/28/19	243.59	45.80
3003860	2134748	RS	Paid \$911.94 on 7/5/19	262.77	194.41
3003875	2130988	RS	Paid \$250 on 7/1, disconnect if remaining balance not paid	261.61	205.45
3004207	2012492	RS	Letter mailed 6/28/19	357.80	237.96
3004213	2103178	RS	Disconnect week of 7/8	326.40	102.93
3004257	2009984	RS	Paid \$450 7/5, disconnect if remaining balance not paid	323.92	313.36
3004292	2013614	RS	Letter mailed 6/28/19	309.62	22.40
3004423	2130778	RS	Disconnect week of 7/8	302.56	345.50
3004866	2134538	RS	Paid \$610 on 7/5/19	300.18	61.53
				16,979.83	30,494.73
				Total	47,474.56

Los Alamos County Utilities Department
Receivables More than 60 Days Inactive
July 1, 2019

<i>YEAR</i>	<i>OUTSTANDING 7/1</i>	<i># OF ACCOUNTS</i>	<i>OUTSTANDING 5/1</i>	<i># OF ACCOUNTS</i>
FY15	21,443.26	80	21,443.26	80
FY16	18,111.27	72	18,111.27	72
FY17	26,448.39	68	26,448.39	68
FY18	68,641.37	333	74,938.57	345
FY19	34,441.48	275	22,995.11	137
TOTAL	\$ 169,085.77	828	\$ 163,936.60	702

STATUS REPORTS

SAFETY

DEPARTMENT OF PUBLIC UTILITIES CLAIMS

JUNE 2019

(Information provided by the County Risk Department)

TORT CLAIMS

1. Claimant alleges high winds downed power lines causing a surge which allegedly damaged her appliances. No liability.
2. Water main break caused basement flooding and property damage to claimant.

WORKERS COMPENSATION

None

COUNTY PROPERTY DAMAGE

None

OSHA INCIDENT REPORT

Attached

	Hours Worked						Hours Worked					
	ADMIN	EL DIST	EL PROD	GWS	WA PROD	WWTP	ADMIN	EL DIST	EL PROD	GWS	WA PROD	WWTP
MONTH												
Jan - 2019	3589.0	1793.0	2317.0	4119.0	1678.0	1139.0						
Feb - 2019	3221.0	1358.0	3244.0	3319.0	1132.0	1244.0						
Mar - 2019	2563.0	1941.0	2332.0	3955.0	1641.0	1281.0						
Apr - 2019	3592.0	1760.0	1890.0	3196.0	1199.0	1040.0						
May - 2019	3512.0	1510.0	2149.0	4114.0	1731.0	1231.0						
June - 2019	3085.0	1629.0	1975.0	4115.0	1855.0	1318.0						
July - 2018	3825.0	1292.0	1641.0	3553.0	1286.0	1420.0						
Aug - 2018	4982.0	1471.0	2240.0	3947.0	2456.0	2771.0						
Sept - 2018	3150.0	1168.0	1421.0	3242.0	1198.0	1059.0						
Oct - 2018	2499.0	1194.0	1270.0	3847.0	1181.0	1009.0						
Nov - 2018	3476.0	1416.0	1506.0	3398.0	1182.0	1201.0						
Dec - 2018	3204.0	1251.0	1372.0	3047.0	2427.0	946.0						
Total Hrs Worked ->	40698.0	17783.0	23357.0	43852.0	18966.0	15659.0						
Number of Recordable Injury and Illness Cases	0	1	0	1	0	1						
OSHA Recordable Injury & Illness Incidence Rate	0.00	11.25	0.00	4.56	0.00	12.77						
Number of OSHA Days Away Days Restricted (DART) cases	0	0	0	3	0	0						
OSHA Days Away Days Restricted (DART) Rate	0.00	0.00	0.00	7.00	0.00	0.00						