



## 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 **Bonfire Engineering & Construction LLC**, a Colorado limited liability company ("Contractor"), collectively (the "Parties"), to be effective for all purposes November 19, 2024 ("Effective Date").

**WHEREAS**, the County Purchasing Officer 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. 24-46 ("RFP") on December 15, 2023, requesting proposals for the Design, Construction and Operation of a Community Broadband Network ("Project"), as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a Phase 1 response dated January 12, 2024 and a Phase 2 response by March 21, 2024 ("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 County Council approved this Agreement at a public meeting held on October 29, 2024; and

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

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

**SECTION A. DEFINITIONS:** In addition to any other terms elsewhere defined in this Agreement, the following terms are defined for the purpose of this Agreement. Where a definition is not defined, the standard meaning applies:

1. The terms "Contract" and "Agreement" are interchangeable when used throughout.
2. The terms "Services," "Construction Services," "Work," and "Project" are used interchangeably.
3. Bill of Materials (BOM): The list of components needed to complete the build of the network.
4. Central Office (CO): The origination point for the fiber-to-the-premises, the data center where the signal for the network begins.
5. Critical Path: A critical path is determined by identifying the longest stretch of dependent activities and measuring the time required to complete them from start to finish.
6. Fiber Distribution Hub (FDH): an enclosure which provides the connection between fiber optic cabling and optical splitters, a component in the Outside Plant.

7. Fiber Optic Network (Network): means a communication system consisting of optical transmitter(s) to convert electrical signal(s) to an optical signal(s) transmitted through optical fiber(s), a bundle of optical fibers in a cable is routed to transport the signal(s) to optical receiver(s) which recovers the signal(s) as electrical signal(s).
8. Fiber-to-the-Premises (FTTP): means a fiber optic communication delivery in which an optical fiber is run directly onto the end user's premises.
9. Gigabits per second (Gpbs); means billions of bits per second and is a measure of bandwidth for a digital data transmission through optical fiber.
10. High-Level Design (HLD): The level of design which describes the overall architecture and description of the system as a whole.
11. Internet Service Provider (ISP): An entity which will provide access to the network for end users or subscribers.
12. Low-Level Design (LLD): The detailed level of design, allows for finalization of the requirements of the network.
13. Megabits per second (Mbps): means millions of bits per second and is a measure of bandwidth for a digital data transmission through optical fiber.
14. Network Operation (Operation): all tasks necessary to provide a high level of service to subscribers including but not limited to standard and emergency network maintenance and repair, perform all the typical responsibilities of an internet services exchange, including contracting with internet service providers (referred to as "providers" or "ISPs"), sales and marketing, retention of providers and end users, 24/7 technical support, customer service, service provisioning, billing, and service upgrades.
15. Optical Beam Splitter (OBS): An optical device used to split a beam of light into two parts during transmission.
16. Optical Line Terminal (OLT): The endpoint hardware device in a passive optical network, used to connect fiber and transfer signals.
17. Optical Network Terminals (ONT): a device which converts signals from optical to electrical and vice versa to allow for connection of fiber optics cabling to other types of cabling such as ethernet cabling.
18. Outside Plant (OSP): All equipment which are located outside of the buildings the network is connected to.
19. Passive Optical Network (PON): An optical networking configuration which utilizes OLT and Optical Beam Splitters to distribute a single signal through multiple branches of fiber.

## **SECTION B. SUBJECT MATTER.**

The Contractor shall perform the Work, and shall furnish all the materials, equipment, tools, labor and all supplies, appliances, and appurtenances necessary to the full completion of the Work on the Project, and in accordance with the language of the Contract and the Solicitation Documents. The term "Agreement" or "Contract" includes all the terms, conditions and obligations. The Work shall be performed in accordance with the Contract, which shall be interpreted to give full effect

to all the terms and conditions herein. In the event of a conflict in the terms and provisions of the Construction Contract, the terms and provisions of the Contract shall control in the following order:

- A. Change Orders, if applicable;
- B. Amendments, if applicable;
- C. Addenda, if applicable;
- D. Contract;
- E. Notice to Contractors;
- F. Special Conditions;
- G. General Conditions;
- H. Technical Specifications;
- I. Drawings

### **SECTION C. LIQUIDATED DAMAGES FOR DELAY OF COMPLETION**

1. Should the Contractor fail to complete the work within the time agreed upon in the Contract, Contractor will be assessed \$500.00 per day or fraction thereof for each calendar day beyond the Substantial, and/or Final Completion dates, including all executed change orders. In view of the difficulty of estimating the damage, this amount is fixed by and agreed to by the parties as the amount of liquidated damages that the County will suffer and Contractor shall pay by reason of such default and not by way of penalty.
2. Delays –
  - a. If the Contractor is delayed at any time in the progress of the Work by any act or neglect by the County, or by changes in the Work, or by labor disputes, fire, unusual delay in transportation, unusual weather, adverse soil conditions other than was described in a geotechnical survey, unavoidable loss by the Contractor, delays specifically authorized by the County, or by unforeseeable or unavoidable causes beyond the Contractor's control, avoidance, or mitigation, and without the fault or negligence of the Contractor or subcontractor or supplier at any tier, then the Contract Time may be extended by Change Order for such reasonable time as the overall completion of the Work, as the County may in its sole discretion determine that such event has delayed the Critical Path of the County approved schedule and Completion of the Work, only if the Contractor complies with the notice and documentation requirements set forth below.
  - b. Contractor shall provide a written notice of delay which may result in a request for an extension of time to the County, within ten (10) calendar days from the date the Contractor knew or should have known of the facts giving rise to the delay. The notice shall indicate the cause of the delay, the anticipated length of the delay, and the probable effect of such delay upon the progress of the Work. If the cause of the delay is continuous, the Contractor must give written notice to County every month at the same time it submits the updated schedule and/or progress report to the County with the Payment Application. County will review Contractor's notice of delay and request for extension of Contract Time, determine its timeliness and alleged facts giving rise to the delay as alleged by Contractor. The County may in its sole discretion determine if the Contract Time should be extended.
  - c. Within fifteen (15) calendar days after the elimination of any such delay, the Contractor shall submit a formal Change Order request for an extension of time for such delay. The written request for time extension shall state the cause of the delay, the number of days extension requested, and such analysis and documentation of the schedule of the project and other documentation to demonstrate a delay in the Critical Path of the Work.

- d. If the Contractor does not comply with the notice and documentation requirements set forth above, the Contractor shall have waived its right to a claim for delay. Contractor's submission of a notice of delay to County is not a guarantee that County will grant the requested extension of the Contract Time.

**SECTION D. SERVICES:** The activities required to fulfill the requirements of this Agreement include but may not be limited to the design, engineering, permitting, procurement, material coordination, construction, testing, completion, and operation of a fiber optic network. The Network shall be constructed as a County-owned open access fiber-to-the-premises (FTTP) Community Broadband Network (CBN) capable of providing competitive, high-speed internet and related services to County residents, businesses, and anchor institutions using a wholesale broadband model. Contractor shall perform the above functions in addition to contracting with Internet Service Providers (ISPs) to deliver such retail services on an open, non-discriminatory basis. For each phase of design, the Contractor shall prepare a realistic construction estimate within the total project cost budget. The Project shall be conducted in the following Phases.

1. **Project Initiation:** Contractor shall, within ten (10) business days from the Effective Date of this Agreement, schedule a kick-off meeting with County's designated staff ("Project Team") at a date, time, and format to be agreed upon by the Parties. As part of the kick-off meeting, the Parties shall, at a minimum:
  - a. Establish a mutually agreed upon Project Schedule to accomplish key tasks defined herein and durations by which each task is completed. Contractor shall, within five (5) business days from the kick-off meeting, provide a written Project Schedule to the designated Project Manager for review and approval.
  - b. Establish communication protocols, meeting frequency, and a meeting format, with meetings occurring either in-person or online in a virtual format as agreed upon by the Parties.
  - c. Contractor shall identify an Engineering Project Manager to function as the primary point of contact throughout the Design and Construction phases detailed below.
  - d. Identify document format and data transfer methods between Contractor and Project Team.
2. **Design Phase.**
  - a. **High Level Design (HLD) Phase:**
    - i. Develop a schematic design further developing the High-Level Design (HLD) utilized for the conceptual design from the Proposal, including coordination with the Contractors OSP engineering team and review the engineering approach to include system architecture, placement methods, H-cut approach, existing assets and design assumptions. The design shall include or incorporate all requirements identified in Exhibit A, Design Requirements, attached hereto and made a part hereof for all purposes.
    - ii. **Materials and Site Analysis.** The HLD shall produce a Bill of Materials (BOM) as well as the proposed fiber route (feeder and distribution), OLT locations and fiber distribution hub locations throughout the Los Alamos Townsite and White Rock sites.
    - iii. **Site Development Concept.** The HLD shall provide the overview addressing network architecture, initial areas of focus, and provide the information necessary for Contractor's OSP engineering team to create Low-Level Design (LLD) drawings and blueprints. Contractor shall

provide HLD detail of the County owned Assets which are included in the HLD to County's Project Manager for review by County.

- iv. **Public Information Support Material.** The Contractor's team will generate large format boards of schematic design plans, site plans, and views to provide design progress and educate the public. Design must comply with all applicable codes.
- v. **HLD Review.** Contractor shall provide completed HLD package to County for review and feedback. Contractor shall address questions and requests from County and provide a finalized HLD for approval.

**b. Design Development and Construction Document Phase**

- i. **Design Development Drawings.** Civil, landscape, architectural, structural mechanical, electrical, technology, and equipment packages shall be developed as applicable.
  - 1. Prepare geographic information system (GIS)-based designs and computer aided design (CAD) construction prints of final designs, any new assets documented "as-built" utilizing GIS and provided digitally in an Environmental Systems Research Institute, Inc., (Esri) file geodatabase format. All splices must be documented by type of splice, method, material used, date, location, and mapped accurately to show which strands connect to which continuing strands, and also detailed in Microsoft Excel format. All GIS data must include complete Federal Geographic Data Committee (FGDC)-compliant metadata. Horizontal accuracy must be 6 inches or better.
  - 2. The Design shall provide service for all 10,014 passings identified by County, County reserves the right to amend the number of passings.
- ii. **Permitting Discovery.** Contractor shall conduct a comprehensive review of permitting requirements during the LLD process, identifying permitting requirements from all applicable authorities.
- iii. **Field Verification.** Contractor shall deploy engineering resources to verify field fiber route(s) in their entirety. Conducting field verification for new aerial and underground placement and fiber overpull locations. Collected data shall be recorded, used and transferred for the creation of permittable construction prints. Contractor shall perform field verification of any County owned assets to be utilized in the design.
- iv. **Creation of Permit and Construction Low-Level Design Prints.** Contractor shall compile all field data into permittable construction LLD prints suitable for permit submission and use in the construction process, and shall include but may not be limited to:
  - 1. New conduit, fiber type, size, coating and capacity, handholes, splice locations, fiber line of count (LOC), and associated fiber terminals.
  - 2. Identify the list of County owned assets to be utilized in the design.
  - 3. Contractor shall generate review sets of construction packages two weeks prior to submitting for permit.
- v. **LLD BOM.** Completion of the LLD prints shall provide construction prints for subcontractors and a finalized detailed BOM to allow for

ordering of materials. Contractor shall provide to County a full list of equipment specified for the LLD.

- vi. **Make-Ready and Pole Attachment Costs.** Contractor shall coordinate with County electric utility staff to determine where aerial pole make-ready improvements are needed and determine the expected associated costs. The actual associated costs will be reimbursed to the County electric utility by the CBN construction project, no later than fifteen (15) days following written notice and demand for payment.
- vii. **LLD Review.** Contractor shall provide completed LLD package to County for review and feedback. Contractor shall address questions and requests from County and provide a finalized LLD for approval by County Council. The Design Development package(s) shall be thorough, meeting industry standards and best practices and allowing for no less than a two-week County staff review.
- viii. **Complete Construction Ready Drawings.** Civil, landscape, architectural, structural mechanical, electrical, technology, and equipment packages shall be finalized as applicable.
- ix. For each phase of design, the Contractor will perform constructability and coordination reviews and publish comments.
- x. **Detailed Cost Estimate for Construction based on the Low Level Design.** Contractor shall develop a detailed cost estimate for construction based on the LLD to be presented to County Council. Contractor shall provide a PowerPoint presentation for use during the Council Meeting, with a summary of the LLD and summary of the expected construction costs.
- xi. **Council Approval.** Contractor shall prepare and submit audio-video presentation materials for approval of the LLD by County Council at a public meeting. Contractor shall attend the public meeting either in person or virtually, at the discretion of the County's Project Manager, to address any questions which may arise for Council.

- 3. **Design Approval and Construction.** Construction of the Community Broadband network is contingent upon approval by County Council of the LLD, and availability of funding for the construction of the network. Construction activities detailed below and in Attachment 1 – Contract Documents\_Construction of Broadband Network shall not occur until approval of the design is granted by County Council at a public meeting.
- 4. **Construction and Amendment for Approved Design.** County reserves the right to Amend Attachment 1 – Contract Documents\_Construction of Broadband Network to incorporate details related to the selected design to aid the parties in management of the construction of the Community Broadband Network.
- 5. Attachment 1 – Contract Documents\_Construction of Broadband Network shall be the primary document to govern construction of the Project. The Project shall include or incorporate all requirements identified in Exhibit B, Construction Requirements, attached hereto and made a part hereof for all purposes.
- 6. County reserves the right to Partial Utilization as defined in Attachment 1, allowing for completed portions of the network to transfer to the Operation phase.
- 7. **Construction Phase Deliverables**
  - a. Obtain Permits

- b. Construction of Project and Site(s) Development
  - c. Special Inspections Reports
  - d. Final approved shop drawing and submittal package
  - e. As-Built Drawings including detailed AutoCAD and GIS drawings in electronic format.
  - f. Perform all of the construction work within the approved project budget.
  - g. Provide link loss testing of completed portions of work to confirm that the network functions according to all requirements, prior to network turnup for any completed portions.
8. Conduct Testing for Completed Portions of the Network prior to connecting subscribers as Follows:
- a. Testing at the hand-off between Construction to Operations: Shall include an in-depth review of all splice tests, assessing for acceptable loss levels throughout the network and testing back to the OLT.
  - b. Testing Operations with Service Providers: Service providers and the operations team shall test router connections in the network, again assessing for ensuring speeds are provisioned as advertised for customers. Perform a thorough testing review of ISPs' integration with Contractor's Operations Support System and Business Support System (OSS)/(BSS), including quality assurance testing of orders and provisioning through a test environment and once tests are passed, moved into a production environment and re-tested as well.
  - c. Testing with Friendly Customers: Contractor will acquire ten (10) friendly customers within the County to fully test the customer experience. Contractor may offer 3 to 4 months of free internet as compensation to the participating friendly customers.

#### **9. Technical Specifications**

- a. Specifications are provided to the County in a timely manner prior to installation.
- b. Complete Construction Documents including detailed coordination of equipment, hardware, and software.
- c. Complete General/Supplemental Specifications.

10. **As Built Maps.** Within ninety (90) days after the completion of construction of each phase or section of the Network, Contractor shall provide to County as-built drawing of the Network for inclusion in the County GIS or other infrastructure tracking system. Such as-built drawings shall be accurate and provided in an electronic format suitable for incorporation into the County's GIS system as a layer thereof.

11. **Operation of the Community Broadband Network.** Upon acceptance of partially completed sections of the CBN by County, operation of the CBN shall be governed by Services Agreement AGR24-46b.

#### **SECTION E. TERM:**

1. The term of this Agreement shall commence November 20, 2024, Contractor shall proceed with performance under this Agreement at such a rate of progress such that all work, duties, and obligations under this Agreement have been met by November 19, 2030 ("Final Completion Date").
2. The Contractor shall proceed with the Work at such rate of progress to ensure full completion of the Work by the Final Completion date. It is expressly understood and agreed, by and between the Contractor and the County, that the Contract Time for the completion of Work described herein is a reasonable time, and that in submitting its Proposal for the Project and executing the Contract, the Contractor has taken into consideration the average climatic and

economic conditions and other factors prevailing in the locality where the Work is to be performed.

## **SECTION F. COMPENSATION:**

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed THIRTY-FIVE MILLION and 00/100 DOLLARS (\$35,000,000.00), which amount does not include any applicable New Mexico gross receipts taxes ("NMGRT") or other current or future generally applicable taxes and/or fees. Compensation shall be paid in accordance with the rate schedule set out in Exhibit C, attached hereto and made a part hereof for all purposes.
- 2. Total Not-to-Exceed Compensation Amount.** The Parties understand that County can only utilize Contractor's Services, as specified herein, throughout the Term of this Agreement, in a manner that does not surpass the total not-to-exceed compensation amount for Services originally estimated by County and specified in Section F(1) herein, unless approved by Amendment to this Agreement. Any increase to the not-to-exceed compensation amount provided herein must be authorized by an Amendment to this Agreement. The Parties agree that any Amendment to increase compensation shall not exceed the amount proposed by Contractor for potential unanticipated conditions in the Contingency Build-Up Analysis provided by Contractor on May 8, 2024. It is the sole responsibility of Contractor to ensure that all work performed does not exceed the not-to-exceed amount of this Agreement and any subsequent Amendment. Any work performed under this Agreement by Contractor where the costs exceed the not-to-exceed amount is not a just and lawful debt payable to Contractor.
- 3. Monthly Invoices.** Contractor shall submit in writing itemized monthly invoices for design related tasks to County's Project Manager showing the work completed and amount of compensation due, amount of any NMGRT, and total amount payable. Contractor shall submit pay applications as found in Attachment 1, and described below in SECTION F(4) PROGRESS PAYMENTS, for all design related tasks and construction work. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.
- 4. PROGRESS PAYMENTS.**
  - a. Contractor shall submit (but not more often than once a month), to the County for review, an Application and Certification for Payment, as shown in the RFP Attachment 1, Section 5.1.4, filled out and accompanied by such supporting documentation as is required by the Contract and as the County may reasonably require. The County has fourteen (14) business days to review each Application for Progress Payment whether to accept or reject it. If application is rejected, Contractors shall resubmit a new Application for Progress Payment. Upon any re-submittal of Application for Progress Payment, the twenty-one (21) calendar daytime frame is reinstated, as outlined below. These applications for payments shall be based on the performance of the Work in accordance with the Contract Documents. Contractor shall submit Earned Value Management report if required by the Project Manager with each Application for Payment,
  - b. Contractor warrants and guarantees that title to all work, material and equipment covered by an Application for Progress Payment, whether incorporated in the Project



- or not, will pass to County at the time of payment, free and clear of all liens, claims, security interests and encumbrances.
- c. Prior to Substantial Completion, the County with the concurrence of the Contractor may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.
  - d. As provided herein, County may refuse to make payment of the full amount requested by the Contractor. County will provide Contractor with written notice (with copy to Engineer) stating the reasons for such action.
  - e. If payment is requested and approved by the County's Project Manager on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Progress Payment shall also be accompanied by such data, (receipts, invoices, packing lists, delivery tickets, etc.) satisfactory to County and shall establish County's title to the material and equipment and project. Contractor is solely responsible for all loss or damage to stored materials regardless of cause.
  - f. Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to County free and clear of all liens no later than time of payment.
  - g. In the event that agreement between the County or County's designee and Contractor cannot be reached concerning a County rejected Pay Application, the County will pay the portion not in question and attempt to reach agreement on those portions not in agreement in the next billing cycle.
  - h. Payment may be made by mutually agreed upon method.
  - i. Contractor agrees that County has full power to withhold payment and release of Contractor's Performance as well as Labor and Materials Bonds until all the Work is completed to the County's satisfaction, until the Contractor shall satisfy the County that it has fully settled or paid for all labor performed and materials, supplies, equipment rentals and services used from the respective suppliers and subcontractors involved, and to withhold payment equal to liquidated damages as accepted payment for liquidated damages.
  - j. County, at its sole discretion, may require an Affidavit of Payment and Release of Liens with every Application.
  - k. Unless otherwise specified in the Solicitation Documents as a Notice of Extended Payment, permitting the Owner to make payment within a period not to exceed that specified in the New Mexico Prompt Payment Act, NMSA 1978, Sections 57-28-1 et seq. or any replacement to such Act.
  - l. Final Application for Payment
    - i. The Final Application for Progress Payment shall include a notarized Affidavit of Payment and Release of Liens.
    - ii. After Contractor has completed all such corrections to the satisfaction of the County and delivered in accordance with the Contract all maintenance and operating instructions, all materials including but not limited to spare parts, lubricants, etc., as required by the Contract, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, Notice of

Termination for National Pollutant Discharge Elimination System NPDES, marked up record documents showing work as constructed (as-builts), video tapes, or other required documents, Contractor may make application for final payment following the procedure outlined above for progress payments. The final Application for Payment shall be accompanied (except if previously delivered) by all documentation called for in the Contract, including but not limited to the evidence of insurance required, consent of surety, if any, to final payment, and complete and legally effective releases or waivers (satisfactory to County) of all liens arising out of or filed in connection with the Work. If any subcontractor or supplier fails to furnish such release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to County to indemnify County against any lien or other claim(s).

m. Final Payment and Acceptance

- i. On the basis of the Engineer's and County's observation of the Work during construction and final inspection and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract, Engineer recommends to County that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, County shall process final payment. Otherwise, County will return the Application for Final Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application once the corrections have been made to the satisfaction of the County.
- n. The final payment by the County signifies that the Work has been accepted by the County under the conditions of the Contract.
  - i. Contractor agrees that the acceptance by the Contractor of final payment shall be and shall operate as a full and complete release to the County of all claims and all liability to the Contractor, other than claims in stated amounts as may be specifically expected by the Contractor, for all things done or furnished in connection with this Work and for every act and neglect of the County and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or the Contractor's sureties from any obligations under the Contract or the Performance Bond and Labor and Materials Bond.
- o. Contractor agrees that the making and acceptance of Final Payment shall constitute a full and complete waiver of all claims (whether know or unknown, presently existing, or arising in the future) by the Contractor against the County other than those previously made in writing and still unsettled.

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

**SECTION H. PAYMENT TO MECHANICS AND LABORERS:** Contractor agrees to make prompt payment to its subcontractors and suppliers for work performed under the Contract within seven (7) calendar days after receipt of payment from County and to pay all mechanics and laborers in accordance with NMSA 1978, Section 57-28-5, as applicable. Contractor shall obtain from each

supplier of labor, services or materials used in the performance of Contractor's obligations under this Contract a written release and waiver of all liens against County and Project. Such releases and waivers of lien shall be submitted to County with the final Application for Payment and may be required with each Application for Payment at County's sole discretion.

Additionally, all Sub-contractors shall require that their Sub-contractors and suppliers make prompt payment to their Sub-contractors and suppliers for amounts owed for work performed on the Project within seven (7) calendar days after receipt of payment from the County, Contractor or Sub-contractors, as applicable.

If the Contractor or Sub-contractors fails to pay the Contractor's or Sub-contractor's subcontractor and suppliers by first-class mail or hand delivery within seven (7) calendar days of receipt of payment, the Contractor or subcontractor shall pay interest to the subcontractors and suppliers beginning on the eighth day after payment was due, computed at one and one-half percent of the disputed amount per month or fraction of a month until payment is issued. These payment provisions apply to all tiers of contractors, subcontractors and suppliers.

**SECTION I. MODIFICATION OF CONTRACT AND CHANGE ORDERS:** This Agreement shall be modified only by mutual written consent of the parties. County may at any time, as the need arises, order changes within the Project without invalidating this Agreement. If such changes increase or decrease the costs of the Project within the not-to-exceed compensation amount provided herein, or the time required for completion of the Project, then an equitable adjustment to the amount of compensation due and/or times for completion of the Project shall be authorized by the Change Order as mutually agreed to by County and Contractor. Only the County Manager shall have authority to authorize such Change Orders on behalf of the County under this Agreement. If such changes increase the costs of the Project beyond the not-to-exceed compensation amount provided herein, such an increase must be approved and authorized by an Amendment to this Agreement.

**SECTION J. 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 shall 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 bind the County in any manner, nor enjoy 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 K. STANDARD OF PERFORMANCE:** Contractor agrees and represents that it has and shall 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 L. 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 M. 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 N. 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, and Contractor shall provide (and keep updated as necessary) prior to commencing any Services under this Agreement, Certificates of Insurance, or other evidence acceptable to County, stating 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 shall be delivered in accordance with the policy provisions. General Liability Insurance, Automobile Liability Insurance, and Professional 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.
4. **Professional Liability Insurance,** with a limit of not less than \$1,000,000 each Claim, with a \$1,000,000 annual aggregate, and sufficient to provide coverage for a three (3) year period from completion of this contract, against any and all claims which may arise from the Contractor's negligent performance of work described herein.
5. **ALL RISKS BUILDERS RISK INSURANCE (covering Fire, Extended Coverage, Vandalism and Malicious Mischief):** will be carried on a completed value or reporting form,

for not less than 100% of the value of the work, including foundations. The All Risks Builder's Risk required above shall include the Incorporated County of Los Alamos and will cover the interests of all sub-contractors without specifically naming them. If the insurance is written subject to a deductible clause, Contractor assumes sole responsibility for the amount of the deductible.

Note that insurance limits set out above shall not be deemed a limitation on Contractor's liability under this Agreement.

**SECTION O. 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 P. DUTY TO ABIDE:** 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.

**SECTION Q. 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 R. CHOICE OF LAW:** The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

**SECTION S. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION:** County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

**SECTION T. WAIVER OF JURY TRIAL:** In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

**SECTION U. INDEMNITY:** Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement. All representations, indemnifications, warranties, and guarantees made in, required by or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment to the extent permitted by New Mexico or other applicable law, completion and acceptance of the Work and termination or completion of the Agreement.

**SECTION V. 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 W. NON-ASSIGNMENT:** Contractor shall not assign this Agreement or any privileges or obligations herein and shall not novate this Agreement to another without the prior written consent of the County Manager.

**SECTION X. 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 Y. 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 shall 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 Z. TERMINATION:**

1. This contract shall terminate upon County's issuance of Notice of Final Completion, provided however, that Contractor's warranty obligations and any warranties listed within the Technical Specifications for materials, equipment, systems and/or labor supplied through the Contractor for the execution of the Work shall survive the termination of this Contract until such time as County determines that Contractor's warranty obligations have been fulfilled and County has specifically released Contractor in writing, or by the individual warranty expirations, from such obligations. The issuance of Notice of Final Completion or the release of surviving Contractor obligations shall not be deemed a waiver of any claim the County may have against Contractor arising from Contractor's performance under this Contract.
2. The County Manager 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 F. 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.

3. **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 AA. 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 or delivery verified by a properly empowered representative of the recipient.

County:

Broadband Manager  
Incorporated County of Los Alamos  
1000 Central Avenue, Suite 220  
Los Alamos, New Mexico 87544

Contractor:

President  
Bonfire Engineering and Construction, LLC  
4500 Cherry Creek Drive South, Suite 1200  
Denver, Colorado 80246

With a simultaneously-delivered copy to:

County Attorney  
1000 Central Avenue, Suite 340  
Los Alamos, New Mexico 87544

Note that the copy to the County Attorney's Office is a required administrative step, but does not constitute actual notice to the County.

Either Party may change its notice name and address upon ten (10) days written notice to the other Party.

**SECTION AB. 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 authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

**SECTION AC. NO IMPLIED WAIVERS:** The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).

**SECTION AD. SEVERABILITY:** If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

**SECTION AE. 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.

**SECTION AF. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES:** Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

**SECTION AG. DUPLICATE ORIGINAL DOCUMENTS:** This document may be executed in two (2) counterparts, each of which shall be deemed an original.

**SECTION AH. CONFIDENTIAL INFORMATION:** Any confidential information of one party that is provided to the other party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit E. The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

**SECTION AI. NEGOTIATED TERMS:** This Agreement reflects negotiated terms between the parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

**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: \_\_\_\_\_  
**ANNE W. LAURENT** **DATE**  
**COUNTY MANAGER**

**Approved as to form:**

\_\_\_\_\_  
**J. ALVIN LEAPHART**  
**COUNTY ATTORNEY**

**Bonfire Engineering & Construction LLC, A**  
**COLORADO LIMITED LIABILITY COMPANY**

BY: \_\_\_\_\_  
**DUKE HORAN** **DATE**  
**PRESIDENT**



**Exhibit A**  
**Design Requirements**  
**AGR24-46a**

1. The FTTP network shall reach all serviceable residences and businesses within the County and have sufficient capacity to serve one hundred percent of the addresses within Los Alamos County.
2. Fiber optic cable to the customer demarcation point in each residential or business unit is required.
3. A single buffer tube with a minimum of 12 strands which extends through all arterial and collector streets is required. The reserved tubes would be dark fiber, for County use. Exhibit D – Los Alamos Townsite and White Rock Street Classifications details the street classifications described above. (NOTE that East Road (NM502) and Trinity Drive in Los Alamos and NM 4 in White Rock are State Owned Roads).
4. The physical fiber network plant shall be capable of supporting a range of standards-based FTTP access technologies, including Active Ethernet (IEEE 802.3 or newer) and advanced Passive Optical Network (PON) technology. The Community Broadband Network shall be designed for high levels of redundancy, reliability, and resiliency. It shall also be designed to reduce operational complexity to simplify the onboarding of ISPs to the network; assign bandwidths and capacity; and isolate where an operational issue originates at the operator infrastructure, ISP network, or customer sides without disrupting services of other ISPs or customers.
5. The design shall provide systems for proactive fault and capacity management at different open systems interconnection (OSI) layers.
6. The Community Broadband Network shall be designed to be efficiently expandable in terms of increased data capacity, service area, and accommodating advances in technology as may reasonably be expected to become available over the life of the network (at least 30 years after installation).
7. The Community Broadband Network shall allow for leasing dark fiber(s) to multiple service providers (open access).
8. The design shall provide lockable, secure controlled physical access to all equipment housed in pull-boxes, handholes, hand-holds, buildings and facilities having a volume designed to contain equipment.
9. For the purposes of evaluation, the costs of drops (premises boundary to a private building wall), subscriber network electronics, and any other subscriber related costs should be included at a take rate of sixty percent of homes and businesses.

County shall retain ownership of all physical assets of the network, including conduits, fibers, terminals, electronics, and drops (conduit, cable, fiber and equipment located between the County right-of-way and the premises boundary, and a premises private building exterior wall). The final design shall describe all equipment to be utilized in the network in terms of brand, quality, and expected life span.

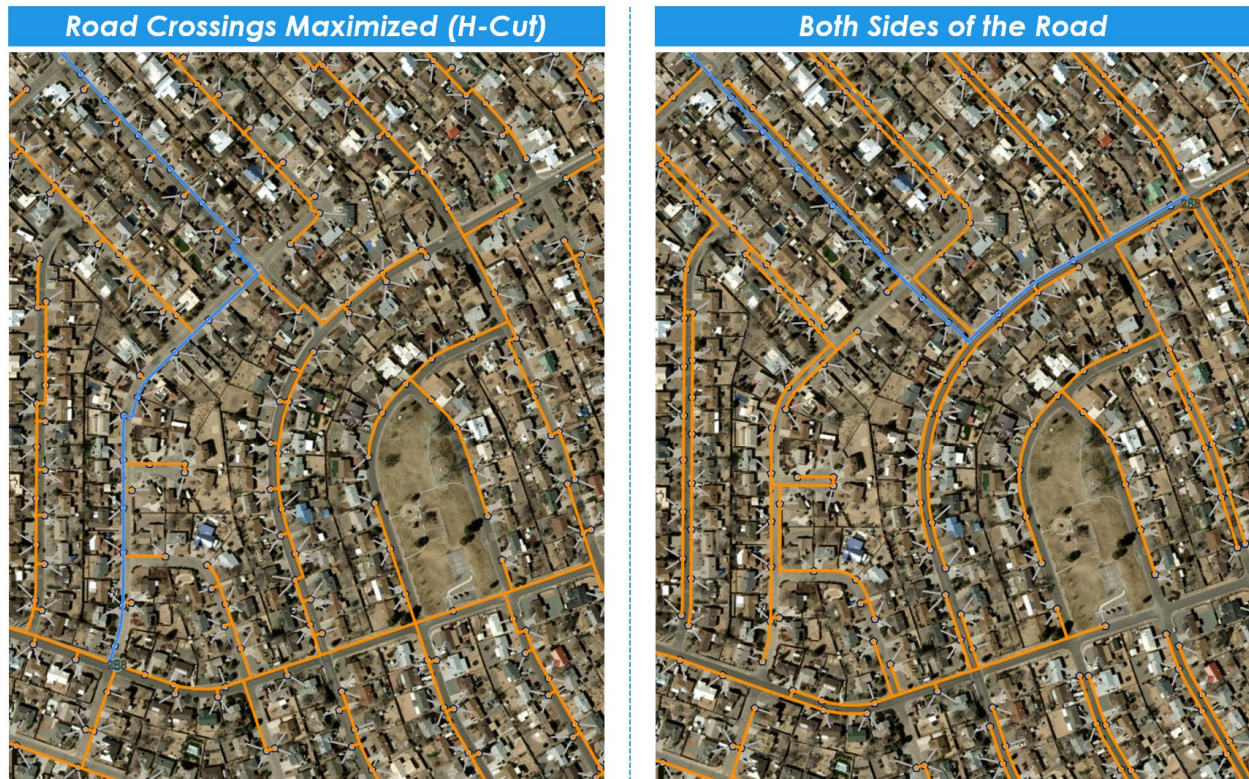
The resulting network will include, without limitation:

1. Fiber,
2. Conduit (if any underground construction is required),

3. Pole attachments (for aerial fiber),
4. Optical splitters,
5. Terminals,
6. Cabinets,
7. Hubs,
8. Fiber taps,
9. Fiber drop connections,
10. Fiber termination at the premises, and
11. Any other passive equipment necessary to support communications networking over the network.

**The network access technology and design will be an FTTP open access network capable of delivering at least 10 GB symmetrical service to every covered location with the possibility of upgrading to 25 GB or more in the future.**

SEE H-Cut Illustration below Figure 1. H-Cut allows for reduction of the installed fiber line, by allowing a bore from one installed cable to reach the opposite side of a roadway to allow for installation at additional premises rather than installing fiber line on both sides of the roadway.



**Exhibit B**  
**Construction Requirements**  
**AGR24-46a**

Contractor shall be responsible for the following construction tasks, at minimum:

1. Placement of fiber optic cable and tracer wire, when installed in conduit;
2. Only conduit allocated for fiber optic cable may be utilized for this project;
3. Fiber optic cable, may not be installed in electric manholes;
4. Installation of new messenger strand between utility poles for aerial cable construction, to include installation or relocation of guy wires and anchors;
5. Lash and/or overlash fiber optic cable to existing or upgraded pole-to-pole aerial strand;
6. Installation of fiber splice enclosures and fiber splicing;
7. Placement and assembly of fiber termination panels and related hardware;
8. Placement of internal fiber optic cable necessary to reach the customer demarcation point;
9. Sub-surface installation of conduit, primarily through micro-trenching, open trench excavation or through boring techniques, including locating existing utilities through test pitting, potholing, traffic control, and permanent surface restoration;
10. Installation of underground handholes and ground rods, including permanent paved surface restoration;
11. Optical performance, optical time-domain reflectometer (OTDR) testing of fiber optic strands;
12. Obtain all necessary permits, including County excavation, County Traffic Control, environmental approvals and/or jurisdictional determinations; and
13. Provision and storage of all materials related to the above construction tasks.
14. Construct and test all work in accordance with applicable Public Works Department and Construction Standards as well as NMDOT Standard Specification for Highway and Bridge Construction. Work will be subject to inspection and approval by the County Public Works Division for scope affecting grading, drainage, and transportation infrastructure including but not limited to roadway, sidewalks, curb and gutter and trails.
15. Construct and test all work in accordance with applicable Los Alamos Department of Public Utilities Construction Standards originally dated October 17, 2007 with the most current revision as may be amended from time to time: <https://losalamosnm.egnyte.com/fl/5VooxM9k37>

**Exhibit C  
Compensation Rate Schedule  
AGR24-46a**

<b>Description</b>	<b>Cost</b>
Network Design	\$1,241,790.68
Network Construction	\$21,944,637.00
Network Drop @ 60% of all passings	\$6,168,896.00
Design and Construction Total	\$29,355,323.68
Contingency	\$5,622,676.32
Total Not to Exceed Amount	<b>\$35,000,000.00</b>

Any adjustments in costs during construction shall utilize the unit prices provided below and shall be calculated and executed in accordance with the provisions in Attachment 1. Changes in the Work, and must not exceed the Not to Exceed Amount for compensation.

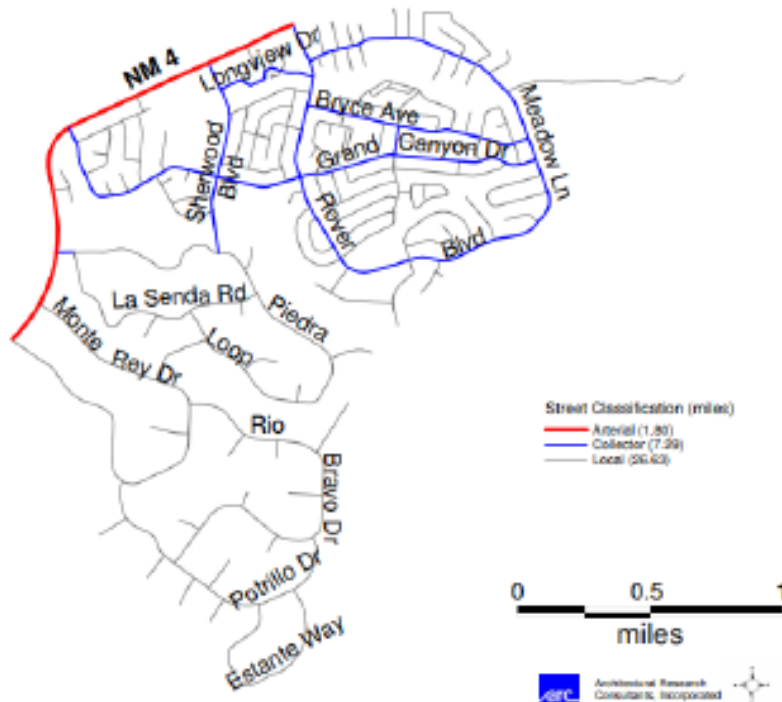
<b>Description</b>	<b>Quantity</b>	<b>UM</b>	<b>Unit Price</b>
<b>LOS ALAMOS COUNTY, NM HTTP - LABOR</b>			
<b>ENGINEERING</b>			
ENG - HLD	653,068	LF	\$ 0.20
ENG - AR	333,738	LF	\$ 2.21
ENG - UG	319,330	LF	\$ 1.17
<b>UNDERGROUND</b>			
BM60(1-3") (1) Bore Hole Directional Bore - 3" (pullback not included)	231,459	LF	\$ 28.73
BM60(1-5") (1) Bore Hole Directional Bore - 5" (pullback not included)	32,104	LF	\$ 32.26
BM60(1-8") (1) Bore Hole Directional Bore - 8" (pullback not included)	-	LF	\$ -
BFV (1x0.75") IE Pull Back HDPE 1 - (0.75")	108,229	LF	\$ 2.01
BFV (1x1.25") IE Pull Back HDPE 1 - (1.25")	50,074	LF	\$ 2.01
BFV (2x1.25") IE Pull Back HDPE 2 - (1.25")	291,728	LF	\$ 2.24
BFV (3x1.25") IE Pull Back HDPE 3 - (1.25")	5,000	LF	\$ 2.24
BFV (1x0.75") T Trench HDPE 1 - (0.75")	10,000	LF	\$ 14.30
BFV (1x1.25") T Trench HDPE 1 - (1.25")	5,000	LF	\$ 14.30
BFV (2x1.25") T Trench HDPE 2 - (1.25")	5,000	LF	\$ 14.30

BFV (3x1.25") T Trench HDPE 3 - (1.25")	5,000	LF	\$ 14.30
UO1-96 Place Fiber in new duct (up to 96 ft)	243,050	LF	\$ 2.19
UO1-96 - COIL Place Fiber Coil in new Handhole (up to 96 ft)	-	LF	\$ -
UO144-288 Place Fiber in new duct (144 - 288 ft)	104,428	LF	\$ 2.19
UO144-288 - COIL Place Fiber Coil in new Handhole (144 - 288f)	-	LF	\$ -
UO MST TERM Place MST Term in Handhole	2,081	EACH	\$ 250.96
UO(TAIL) PER FT LBR Place Terminal Tail in Duct	663,325	LF	\$ 1.76
UO432 Place Fiber In New Duct	1,381	LF	\$ 2.33
UOxxxIE Proof and Pull / Place Fiber in Existing duct (any size up to 288f)	30,767	LF	\$ 2.19
BHF(17x30x24) Place Handhole (17"x30"24") w/ Ground Assy	2,075	EACH	\$ 216.58
BHF(24x36x24) Place Handhole (24"x36"24") w/ Ground Assy	425	EACH	\$ 558.22
BHF(30x48x36) Place Handhole (30"x48"x36") w/ Ground Assy	17	EACH	\$ 771.66
BHF - FP Place 9" Flower Pot	2,026	EACH	\$ 89.62
BM53(6) PL Place Test Station (Ground Assembly w/ Handholes)	2,952	EACH	\$ 89.62
BM21 OLT Site Prep - Pour and Place 8'x8' x8" Concrete Pad, etc.	3	EACH	\$ 6,223.59
Cabinet Place OLT Cabinet on BM21 Site	3	EACH	\$ 80,664.77
<b>AERIAL</b>			
CS(6M) Place New 3M Strand (Includes all hardware, dead ends, bolts, clamps, etc.)	333,738	LF	\$ 1.79
Lash (1) Fiber Cable (any size up to 288 ft)	49,493	LF	\$ 1.79
Lash (2) Fiber Cable (any size up to 288 ft)	148,478	LF	\$ 2.08
Lash (3) Fiber Cable (any size up to 288 ft)	131,980	LF	\$ 3.80
BM80 Place 1" 8' U-Guard	167	EACH	\$ 84.82
BM86(2) Place 2" PVC Riser	175	EACH	\$ 84.82
PE 1-2 Place Anchor & Guy with Guy Guard	223	EACH	\$ 503.03
PM-SHSH Place Snowshoe (pair)	67	EACH	\$ 225.18
CO MST TERM Place Aerial MST Term	849	EACH	\$ 331.62
CO(TAIL) PER FT LBR Lash Terminal Tail to Strand	284,325	LF	\$ 3.59
<b>SPLICING</b>			
HO1 Fusion Splice Fiber	23,567	EACH	\$ 36.43
HO3 Plug Connector into Device (splitter, hub, etc.)	11,682	EACH	\$ 21.78

HUSO (144) Place / Prep Splice Closure up to 144 ft (450B) - includes trays, splitters, etc.	860	EACH	\$ 448.14
HUSO (144) Aerial Place / Prep Splice Closure up to 144 ft (450B) - Aerial - includes trays, splitters, etc.	465	EACH	\$ 492.96
HUSO (288) Place / Prep Splice Closure 193-288 ft	17	EACH	\$ 403.32
HO6 OTDR Test - Uni-Directional	10,114	EACH	\$ 12.70
HO6A OTDR Test - Bi-Directional	250	EACH	\$ 25.46
FDH (288) Place Fiber Distribution Hub Adjacent To Handhole (288 Port)	41	EACH	\$ 1,541.59
<b>MISCELLANEOUS / ADDERS</b>			
ROCK Rock Adder (Bore)	1	LF	\$ 87.17
ROCK CBL Cobble Adder (Bore)	1	LF	\$ 65.38
ROCK Rock Adder (Trench)	1	LF	\$ 62.78
ROCK CBL Cobble Adder (Trench)	1	LF	\$ 53.80
BM73A Concrete R/R (up to 6")	1	SF	\$ 51.58
BM72A Asphalt R/R (up to 6")	1	SF	\$ 33.07
Pole Make-Ready	1	MILE	\$ 12,063.50

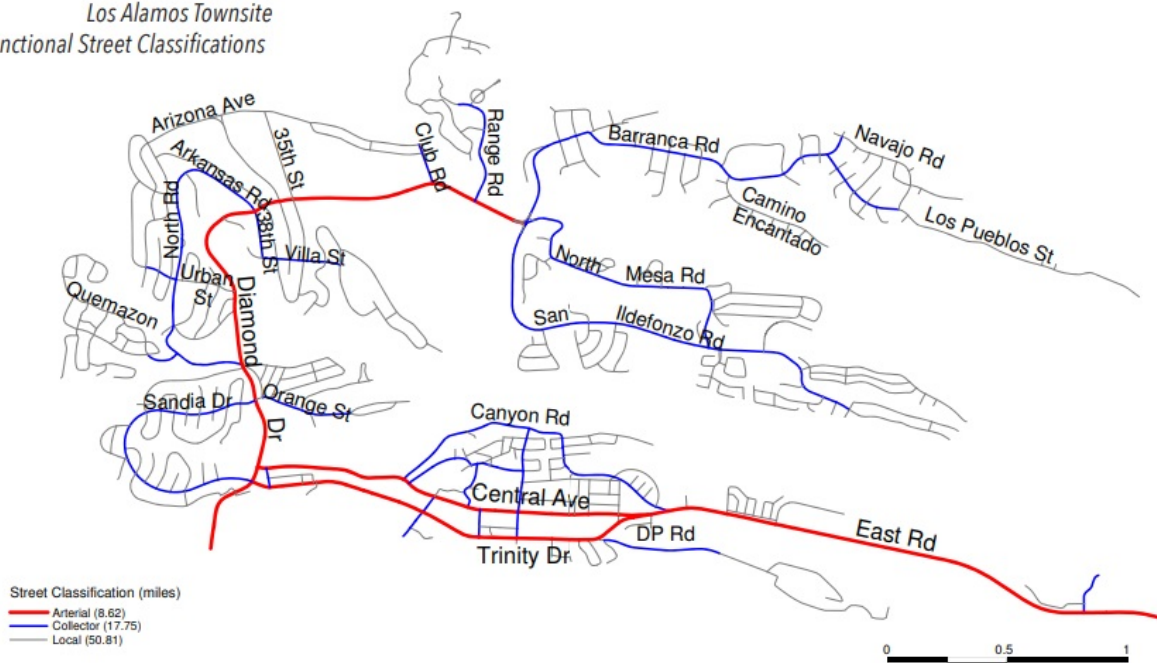


**Exhibit D**  
**Los Alamos Townsite and White Rock Street Classifications**  
**AGR24-46a**  
**White Rock Functional Street Classifications**



**Los Alamos Townsite Functional Street Classifications**

*Los Alamos Townsite  
 Functional Street Classifications*



**Exhibit E**  
**Confidential Information Disclosure Statement**  
**AGR24-46a**

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act (1978) NMSA §§14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement ("Statement") defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

**Contractor:** Duke Horan  
Bonfire Engineering and Construction, LLC  
4500 Cherry Creek Drive South, Suite 1200  
Denver, Colorado 80246  
Email: duke.horan@bonfireig.com

**County:** Broadband Manager  
Incorporated County of Los Alamos  
1000 Central Avenue, Suite 220  
Los Alamos, New Mexico 87544

Either Party may change its notice name and address upon ten (10) days written notice to the other Party.

2. Definitions:

- a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified in writing as confidential.
  - b) **Discloser** - the party disclosing Confidential Information.
  - c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient's possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser's prior written approval.
  - d) **Recipient** – the party receiving Confidential Information.
3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates shall protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to



the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.