



# County of Los Alamos

1000 Central Avenue  
Los Alamos, NM 87544

## Agenda Packet - Final Board of Public Utilities

Cornell Wright, Chair; Stephen McLin, Vice-chair;  
Eric Stromberg, Steve Tobin and Carrie Walker, Members  
Philo Shelton, Ex Officio Member  
Harry Burgess, Ex Officio Member  
James Robinson, Council Liaison

---

Wednesday, July 21, 2021

5:30 PM

Public Comment - <https://zoom.us/j/94743336240>

---

### REGULAR SESSION

Council Chambers - 1000 Central Avenue

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. [14277-21](#) Annual Review and Affirmation of the Board of Public Utilities Procedural Rules

**Presenters:** Cornell Wright

- 4.G.2. [14278-21](#) Planning for Upcoming Board of Public Utilities Annual Boards & Commissions Presentation to Council on September 21, 2021.

**Presenters:** Cornell Wright

- 4.H. Approval of Board Expenses (none)

- 4.I. Preview of Upcoming Agenda Items

[14600-21](#) Tickler File for the Next Three Months

**Presenters:** Board of Public Utilities

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*The following items are presented for Board approval under a single motion unless any item is withdrawn by a member for further Board consideration in the "Business" section of the agenda.*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. [14264-21](#) Approval of Board of Public Utilities Meeting Minutes

**Presenters:** Board of Public Utilities

- 6.B. [14509-21](#) Approval of Task Order No. 32, AGR15-4217 with GM Emulsion, LLC in the amount of \$84,913.56, which amount includes NMGR

**Presenters:** James Alarid

- 6.C. [AGR0769-21](#) Approval of Agreement No. AGR21-50a with Allied 360 Construction, LLC in the amount of \$2,000,000  
~AND~  
Approval of Agreement No. AGR21-50b with GM Emulsion, LLC in the amount of \$2,000,000, both for On-Call Utility Repair Services.

**Presenters:** James Alarid

- 6.D. [AGR0773-21](#) Approval of Amendment No. 3 to AGR16-44 with Paul Parker Construction, for Utility On-Call Construction Services

**Presenters:** James Alarid

## 7. **BUSINESS**

- 7.A. [14526-21](#) Approval of the Carbon Free Power Project Amended Budget and Plan of Finance dated June 24, 2021 for the remaining Phase 1 of the Combined Operating License Application Licensing Period for the six-module plant configuration.

**Presenters:** Steve Cummins

## 8. **STATUS REPORTS**

- 8.A. [14599-21](#) Monthly Status Reports

**Presenters:** Philo Shelton

- 8.B. [14271-21](#) Quarterly Update on Utility System - Electric Distribution

**Presenters:** Electrical Engineering Manager Stephen Marez

## 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.

NOTE: This meeting is in-person and open to the public. However, for convenience, a Zoom meeting link and telephone numbers are provided for citizens wishing to provide public comment remotely:

Join Zoom Meeting: <https://zoom.us/j/94743336240>

Meeting ID: 947 4333 6240

One tap mobile:

+12532158782,,94743336240# US (Tacoma)

+13462487799,,94743336240# US (Houston)

Find your local number: <https://zoom.us/u/aqF0PXfoA>

#### PUBLIC COMMENTS:

Please submit written comments to the Board at [bpu@lacnm.us](mailto: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 account of the overall substance of the person's comments.

Complete Board of Public Utilities agenda packets, past agendas, videos, legislation and minutes can be found online at [losalamos.legistar.com](http://losalamos.legistar.com). Learn more about the Board of Public Utilities at [ladpu.com/BPU](http://ladpu.com/BPU)



# County of Los Alamos

## Staff Report

July 21, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

---

**Agenda No.:** 4.G.1.  
**Index (Council Goals):** DPU FY2021 - N/A  
**Presenters:** Cornell Wright  
**Legislative File:** 14277-21

---

### Title

Annual Review and Affirmation of the Board of Public Utilities Procedural Rules

### Recommended Action

Each member of the Board of Public Utilities signs the “Annual Reaffirmation of the Procedural Rules” signature sheet (Appendix A to the PR). A blank copy will be circulated to members after the meeting for electronic signature.

### Staff Recommendation

None

### Body

The Board of Public Utilities (BPU) shall begin its annual review of the Procedural Rules (PR).

Additionally, article 1.9 of the PR 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 PR and the applicable documents referenced in its Appendix. Appendix A is the reaffirmation signature sheet.

The attached redline corrects some operational changes and allows for virtual public comments.

### Alternatives

None.

### Fiscal and Staff Impact

None

### Attachments

A - Board of Public Utilities Procedural Rules

B - Appendix A - Reaffirmation Signature Sheet

## LOS ALAMOS COUNTY BOARD OF PUBLIC UTILITIES

# Board of Public Utilities Procedural Rules

---

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  
Revision 8: January 15, 2020  
Revision 9: February 19, 2020  
Revision 10: July 21, 2021

This manual contains the current 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.

Rev 10: July 21, 2021

Deleted: 9, February 19, 2020

## Table of Contents

<b>Part 1: Introduction and Administration .....</b>	<b>1</b>
1.1 Purpose.....	1
1.2 Reasons for Adoption .....	1
1.3 Consistency.....	1
1.4 Transition.....	1
1.5 Changes.....	1
1.6 Specificity .....	2
1.7 Maintenance of PR.....	2
1.8 Context of Other Laws, Rules and Policies.....	2
1.9 Annual Reaffirmation .....	2
1.10 BPU Membership History.....	2
<b>Part 2: Organization Essentials .....</b>	<b>3</b>
2.1 Mission Statement .....	3
2.2 Vision Statement .....	3
2.3 Values Statement .....	3
2.4 Accountability .....	3
2.5 Strategic Planning .....	3
2.6 Climate of Compliance .....	3
2.7 Code of Conduct .....	3
2.8 Guiding Principles .....	4
2.9 Standard of BPU Member Public Behavior .....	4
2.10 Whistleblowers .....	5
2.11 Documents Retention/Destruction .....	6
2.12 Open Meetings .....	6
2.13 Media Relations .....	7
2.14 Education and Development .....	7
<b>Part 3: Board Structure and Processes .....</b>	<b>9</b>
3.1 Governing Style .....	9

3.2 BPU Job Descriptions .....	9
3.3 Annual Calendar of BPU Activities .....	12
3.4 BPU Meeting Agenda Template .....	14
3.5 Public Comment .....	14
3.6 Meeting Agendas .....	16
3.7 Meeting Minutes .....	16
3.8 Removal/Replacement of a BPU Member .....	16
3.9 BPU Self-Evaluation .....	17
3.10 Dispute Resolution Process .....	18
<b>Part 4: Utilities Manager Responsibilities .....</b>	<b>18</b>
4.1 Essential Duties and Responsibilities .....	18
4.2 Strategic Planning .....	18
4.3 Operations and Management .....	18
4.4 Annual Budget .....	19
4.5 Annual and Quarterly Reports .....	19
4.6 Rate Ordinances .....	20
4.7 BPU Membership .....	20
4.8 Strategic Initiative .....	20
<b>Appendices.....</b>	<b>21</b>

## Part 1: Introduction and Administration

- 1.1. **Purpose.** This Procedural Rules (PR) contains the current rules adopted by the Incorporated County of 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 the Los Alamos County Charter, Article V – Utilities and the County Code of Ordinances. This PR was initially approved by the BPU on May 21, 2014.
- 1.2. **Reasons for Adoption.**
  - The efficiency of having all on-going BPU general and meeting procedures in one place.
  - Ability to quickly orient new BPU members to current BPU procedures.
  - Elimination of redundant or conflicting BPU procedures over time.
  - Ease of reviewing current procedures and processes when considering new issues.
  - Support continuity and consistency of BPU processes and procedures.
  - Clear, pro-active guidance to the Department of Public Utilities and Utilities Manager.
  - Compliance with Article V of the Los Alamos County Charter and County Code of Ordinances.
- 1.3. **Consistency.** Each process or procedure in this PR is expected to be consistent with State and Federal law, the County of Los Alamos Charter, the Los Alamos County Code of Ordinances, and other County ordinances and resolutions, all of which have precedence over these BPU procedures. 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 procedures shall be included or referenced in this document. The Manager of the Department of Public Utilities (Utilities Manager) is responsible for developing and implementing department processes and procedures that are consistent with this PR and the decisions of the Council and BPU.
- 1.4. **Transition.** As soon as some version of the PR is voted on by at least four of the five voting members of the BPU, those procedures are deemed to supersede any past procedure 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 PR and other adopted policies or BPU resolutions, the matter shall be resolved by a majority vote of the entire BPU.
- 1.5. **Changes.** These rules will be reviewed and revised as necessary or at least annually at the regular July BPU meeting. The Utilities Manager will help the BPU formulate new language in the PR by distributing proposed changes in advance using software that shows all changes for BPU members to review. Any change to this PR 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

Deleted: 9

Deleted: ,

Deleted: February 19, 2020

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 rule will be drafted to fit in the appropriate place within the PR. Conceptually, procedures should be drafted from the "outside in," *i.e.*, the broadest procedure 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 procedures.
- 1.7. **Maintenance of the Procedural Rules.**
  - a. The Utilities Manager shall update the PR after the BPU makes any changes and shall post that version on the BPU website within 30 days of the approved changes.
  - b. On at least a biennial basis the BPU shall request the County Attorney's review the PR to ensure compliance with current State, federal, and local law.
  - c. The full PR and all of the appendices, as may be amended from time to time as provided herein, will be maintained and available to the public on the DPU's website.
- 1.8. **Context of Other Laws, Rules, and Policies.** This PR fits into this hierarchy as provided below:
  - Laws and Applicable Regulations and Los Alamos County Charter
  - Los Alamos County Code of Ordinances
  - Los Alamos County Council Resolutions
  - Los Alamos County administrative policies
  - This BPU Procedures Manual
  - Utilities Manager-Approved Departmental Procedures
  - Processes or procedures 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 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.

Deleted: 9

Deleted: ,

Deleted: February 19, 2020

## 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.** Be a high-performing utility matched to our community, contributing to its future with 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; ENVIRONMENT through innovative and progressive solutions; COMMUNITY by being communicative and organized.
- 2.4. **Accountability.** The entities to which the BPU and DPU are accountable to (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 procedures in this PR and present the Strategic Objectives and Long-Term Goals to the BPU for approval.
  - 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 rule of the BPU that all BPU and DPU business and other practices be conducted 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.)
  - c. Other adopted ordinances, resolutions, policy, or rule by the County Council
- 2.7. **Code of Conduct.** Members of the BPU will comply with the State and Los Alamos County Code of Conduct Ordinance. (See Appendix E.)

Deleted: 9

Deleted: ,

Deleted: February 19, 2020

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

- a. Safety of the public and DPU employees is the BPU’s first priority, outweighing all other considerations. The BPU will work with the Utilities Manager to foster a culture of safety in the DPU. Refer to Appendix R for the DPU’s Culture of Safety Vision Statement.
- b. The BPU has 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. Rate structures should reflect the fixed and variable costs associated with each particular utility.
- d. The BPU will adjust and propose 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, procedures, and processes to improve the performance and reliability of each utility to national standards at a reasonable cost to the DPU customers.
- f. The BPU will recommend policies, procedures, and processes 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, each other, and staff will be open, transparent, and professional.

Deleted: 9

Deleted: ,

Deleted: February 19, 2020

- f. BPU members must maintain the confidentiality of closed sessions and information gained from their position on the BPU. Release and disclosure of confidential information must be approved by a majority of the BPU and County Council.
- 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 the Board Member is not speaking for the BPU unless specifically appointed by the BPU to be the 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 these Procedural Rules, the Council’s Annual Meeting Resolution, applicable adopted Council Board and Commission Procedural Rules, and the current version of ***Robert's Rules of Order*** shall govern the BPU in all cases to which they are applicable and in which they are not inconsistent with this PR and any special rules of order the BPU may adopt.
- i. BPU members, if 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. Whistleblowers.**

- a. Members of the BPU will abide by the New Mexico “Whistleblower Protection Act,” NMSA 1978, Chapter 10, Article 16C.

**2.11. Documents Retention/Destruction.**

- a. The BPU shall preserve all 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, BPU, and its departments are subject to State Inspection of Public Records requirements and has a records and information management governance policy. Contact the Utilities Manager or the BPU Secretary for more detailed information.

Deleted: 9
Deleted: ,
Deleted: February 19, 2020

## 2.12. Open Meetings.

- 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 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 (NMSA 1978, §§ 10-15-1 through 10-15-4); any questions regarding BPU meetings and/or closed sessions should be directed to the County Attorney.
- b. As required by the County Council, 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 County Open Meetings Resolution.
- d. BPU shall issue a notice of potential quorum no later than 72 hours prior to a potential quorum.
- e. Board members should avoid exchanging e-mails, phone calls, or other communication in which a quorum of BPU members may be included to discuss a policy issue, upcoming agenda item, or related matter; such communications may violate the State's Open Meetings Act, however sending correspondence to the Board's Secretary or Utilities Manager is acceptable. This issue is commonly known as a "rolling quorum."
- f. Refer to Appendix I, State of New Mexico Attorney General's "Open Meetings Act Compliance Guide", which may be amended from time to time.

## 2.13. Media Relations.

- 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 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.
- c. Issues discussed during closed BPU meetings should not be revealed to the media.

Deleted: 9

Deleted: ,

Deleted: February 19, 2020

- 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 PR 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, procedures, 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 APPA *Handbook for Public Power Policymakers*, the County's *Public Involvement Guide for Boards and Commissions*, and the County's *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 BPU 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.

Deleted:	9
Deleted:	,
Deleted:	February 19, 2020

## 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:
- Comply with this PR and discuss variances in open session.
  - 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.
  - Monitor and regularly discuss the BPU's own process and performance.
  - Seek to ensure the continuity of its governance functions by identifying capable County citizens, encouraging them to apply for County Council appointment to the BPU, then adequately orienting and training new BPU members.
  - Be an initiator of policy, and not just react to DPU staff initiatives.
- 3.2. **BPU Job Descriptions.** The job of the BPU 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.
- To perform its job, the **BPU** 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 procedures.
    - 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 processes and actions.

Deleted: 9

Deleted: ,

Deleted: February 19, 2020

- 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 PR.
- Review, approve, and recommend an annual DPU budget, including Schedule of Funds, 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 procedures of the BPU in this PR.
- 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 may include:
  - (1) Accompany Utilities Manager and participate in presentations to civic organizations.
  - (2) Attend County Council meetings where DPU topics will be presented or discussed.
- **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) Utilize the Los Alamos County On-Line Forum.
  - (4) Use the 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:

- Regularly 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 at or before the meeting.
- Adhere to this PR.
- Represent interests of DPU customers.
- Rotate attendance at boards and commissions lunches.

Commented [SP1]: Radio Station Closed

Deleted: <#>Accompany Utilities Manager to scheduled radio station interviews following BPU meetings.¶

Deleted: bi-

Deleted: 9

Deleted: ,

Deleted: February 19, 2020

- Accept and fulfill duties assigned 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.
  - Review meeting minutes after each BPU meeting.
  - Sign approved BPU meeting minutes.
  - Review and approve the Utilities Manager's travel pre-approvals and reimbursements.
  - 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 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 considerations, processes, 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 PR 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.

Deleted: 9

Deleted: ,

Deleted: February 19, 2020

- 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 PR and revises it as appropriate.
- BPU members reaffirm the PR.

**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.

Deleted: 9

Deleted: ,

Deleted: February 19, 2020

- 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.

Deleted: 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.

Deleted: closed-sessions

Deleted: closed-sessions

#### 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 Council appoints new member(s) to BPU for a term. (Appointments to fill unexpired terms will occur when needed,
- County residents apply to County Council for appointment to BPU. (Applications to fill unexpired terms will be solicited when needed,)

Deleted: 9

Deleted: ,

Deleted: February 19, 2020

#### June

- BPU receives and discusses quarterly Conservation Program update.

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
  - e. Quarterly Reports
9. Public Comment (on any item)
10. Adjournment

3.5. **Public Comments.** The following is the BPU's general rule 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

Deleted: 9

Deleted: ,

Deleted: February 19, 2020

occur in the Public Hearings section of the BPU meeting agenda after public comments are 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. Public comments can be made both in person and through a virtual format as published. 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 Agendas.

- 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” and the County’s annual Open Meeting resolution.

Deleted: meeting

Deleted: 9

Deleted: ,

Deleted: February 19, 2020

- 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.

- 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.

Deleted: 9

Deleted: ,

Deleted: February 19, 2020

- 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 PR
  - 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.

Deleted: 9  
 Deleted: ,  
 Deleted: February 19, 2020

### 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 present 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

Deleted: 9

Deleted: ,

Deleted: February 19, 2020

administrative County-wide policies shall be followed to the extent they do not conflict with the BPU's jurisdiction.

- c. Special processes 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 assistance of the County Manager.

#### 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

Deleted: 10 year

#### 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 County's 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.

Deleted: 9

Deleted: ,

Deleted: February 19, 2020

- Quarterly reports shall be provided to the BPU and the County ~~Council and~~ made available to the public on the DPU website.

Deleted: Council, and

#### 4.6 Rate Ordinances.

- The Utilities Manager is responsible for preparing and presenting proposed utility rate ordinances to the BPU.
- 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.
- 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.

Deleted: hearing, but

4.7 **BPU Membership.** The Utilities 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 PR in the appendix under a separate file titled "Strategic Initiatives of the BPU." These initiatives can be altered or removed from the PR 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.

Deleted: 9

Deleted: ,

Deleted: February 19, 2020

## Appendices

The full PR and all of the appendices listed below can be found online on the County's DPU website at <http://ladpu.com/bpu>.

- A. Annual Reaffirmation of the Procedural Rules.
- 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 Council’s Annual Resolution for Open Meeting Compliance
- 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

Deleted: 9

Deleted: ,

Deleted: February 19, 2020

Los Alamos County Board of Public Utilities  
Procedural Rules

Appendix A  
Annual Reaffirmation of the Procedural Rules

I affirm that I have received, read, understand, and agree to abide by the current Board of Public Utilities Procedural Rules

Board member printed name

Signature

Date

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---



# County of Los Alamos

## Staff Report

July 21, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

---

<b>Agenda No.:</b>	4.G.2.
<b>Index (Council Goals):</b>	DPU FY2021 - 6.0 Develop and Strengthen Partnerships with Stakeholders
<b>Presenters:</b>	Cornell Wright
<b>Legislative File:</b>	14278-21

---

### **Title**

Planning for Upcoming Board of Public Utilities Annual Boards & Commissions Presentation to Council on September 21, 2021.

### **Recommended Action**

None

### **Staff Recommendation**

None

### **Body**

On September 21, 2021, the Chair of the Board of Public Utilities is scheduled to give the annual Boards & Commissions presentation to Council. The agenda will be a presentation of 2021 DPU / BPU initiatives and actions. In preparation for the upcoming presentation, the Board should discuss possible topics. A draft presentation will be prepared and presented at August's BPU meeting, prior to the presentation to Council.

The following DPU and BPU actions are suggested for inclusion: Review of FY 2022 Strategic Goals and Objectives

### **2021 Focus Areas**

- \* White Rock Water Resource Recovery Plant Design (Construction in FY 2022- to FY 2023)
- \* Advanced Metering Infrastructure and Software implementation - FY 2021 to FY 2022
- \* Carbon Free Power Project (pending actions in the near future)
- \* Refinance existing loans to 1% interest rates with similar repayment terms
- \* Energy Imbalance Market - addition of a power analyst FTE
- \* Otowi Well #2 Pump House and Otowi Well #4 MCC Replacement (Construction in FY 2022)
- \* Pursued a grant to stabilize LA Reservoir Road

### **2022 Focus Areas**

- \* Integrate Resource Plan Update
- \* Los Alamos Wastewater storage and filtration projects to expand reclaimed water usage.
- \* Renew the profit transfer ordinance to support continued renewal and replacement of necessary infrastructure.
- \* There are significant cost pressures with bids and a need to refinance loans to cover these cost increases for water and sewer projects (It is anticipated to refinance the White Rock Water Resource Recovery Plant, but this needs to occur upon completion of the

---

construction of the plant.)

\* A review of water and electric rates are necessary.

**Alternatives**

None

**Fiscal and Staff Impact**

None

**Attachments**

A - Guidelines for 2020-2021 B&C Presentations

## Guidelines for the 2021 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 or via Zoom during the COVID-19 pandemic. You can check the County's web site ([www.losalamosnm.us](http://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](mailto:linda.matteson@lacnm.us) or 662-8086) or Barbara Lai ([barbara.lai@lacnm.us](mailto:barbara.lai@lacnm.us)) 663-3436) if you need to re-schedule your presentation date.
- Your Legistar Council Reports are due to be completed 12 working days prior to the Council Meeting. Notify Barbara Lai and Linda Matteson by email when the reports are completed.
- If you prepare a PowerPoint presentation, please provide an electronic copy of your material (10 days prior to the Council meeting) to Linda Matteson ([linda.matteson@lacnm.us](mailto:linda.matteson@lacnm.us)) and Jackie Salazar ([Jacqueline.salazar@lacnm.us](mailto:Jacqueline.salazar@lacnm.us)). Also, your B&C Staff Liaison will need to submit a 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 and ready for the meeting. (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 current Work Plan will be provided to Council as an attachment to the agenda documentation. Feel free to reference it, if you'd like.
- For the 2021 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.

## 2020-2021 Schedule for B&C Presentations to Council

Month	Council Work Session Date	Board or Commission
January 2021	No work session scheduled for January (Reserved for strategic planning)	
February 2021	February 16, 2021	County Heath Council
March 2021	March 16, 2021	Historic Preservation Advisory Board,
April 2021	No Work Session scheduled for April (budget hearings)	
May 2021	May 18, 2021	Transportation Board, Environmental Sustainability Board,
June 2021	June 15, 2021	Parks and Recreation Board, Library Board,
July 2021	July 6, 2021	Planning and Zoning Commission; Community Development Advisory Board,
August 2021	August 24, 2021	Art in Public Places Board,
September 2021	September 21, 2021	Board of Public Utilities
October 2021	October 26, 2021	Personnel Board, Lodger's Tax Advisory Board
November 2020	No Work Session in November	
December 2020	No work session scheduled for Dec.	
January 2022	January 11, 2022	Tentatively reserved for strategic planning
February 2022	Date TBD	



# County of Los Alamos

## Staff Report

July 21, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

---

**Agenda No.:**

**Index (Council Goals):** DPU FY2021 - N/A

**Presenters:** Board of Public Utilities

**Legislative File:** 14600-21

---

**Title**

Tickler File for the Next Three Months

**Attachments**

A - BPU Tickler August - October 2021



# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## BPU Tickler

### August to October 2021

---

File Number

Title

---

**Agenda Date: 08/18/2021**

14272-21	<b>Closed Session</b> CLOSED SESSION - Pursuant to § 10-15-1 (H)(2) of the New Mexico Open Meetings Act, NMSA 1978, the Board of Public Utilities will meet in closed session to discuss information pertaining to limited personnel matters - Utilities Manager performance planning. <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	<b>02 Business</b> <b>Length of Presentation:</b> <b>Sponsors:</b> Board of Public Utilities
14601-21	<b>Calendar</b> Tickler File for the Next Three Months <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	<b>04 Board Business</b> <b>Length of Presentation:</b> <b>Sponsors:</b> Board of Public Utilities
14168-21	<b>Construction Contract</b> Approval of Construction Contract for the Installation and Maintenance of Electric Vehicle Charging Stations <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	<b>06 Consent</b> <b>Length of Presentation:</b> <b>Sponsors:</b> Steve Cummins
14187-21	<b>Construction Contract</b> Award IFB 21-30 El Vado Hydroelectric Plant Transformer Replacement Project <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	<b>06 Consent</b> <b>Length of Presentation:</b> <b>Sponsors:</b> James Alarid
14270-21	<b>Budget Item</b> Approval of Budget Carryovers from FY2021 to FY2022 <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	<b>06 Consent</b> <b>Length of Presentation:</b> <b>Sponsors:</b> Bob Westervelt
AGR0753-21	<b>General Services Agreement</b> Approval of Agreement for the disposal of the lead acid and sodium sulfur batteries <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	<b>07 Business</b> <b>Length of Presentation:</b> <b>Sponsors:</b> Steve Cummins
AGR0752-21	<b>General Services Agreement</b> Approval of Collections Contract <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	<b>08 Consent</b> <b>Length of Presentation:</b> <b>Sponsors:</b> Bob Westervelt

File Number	Title	
14275-21	<b>Briefing/Report (Dept, BCC) - No action requested</b> Quarterly Update on Utility System - Power Supply (Electric Production) <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	08 Status Reports     <b>Sponsors:</b> Steve Cummins
14274-21	<b>Briefing/Report (Dept, BCC) - No action requested</b> Quarterly Update on Utility System - Hydroelectric & Power Operations <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	08 Status Reports     <b>Length of Presentation:</b> 60 min. <b>Sponsors:</b> Steve Cummins
14563-21	<b>Report</b> Back Flow Prevention Program Update <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	08 Status Reports     <b>Length of Presentation:</b> 20 MIN <b>Sponsors:</b> Jack Richardson
14536-21	<b>Construction Contract</b> Award of IFB 21-30 El Vado Hydroelectric Plant Transformer Replacement <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	Consent     <b>Length of Presentation:</b> <b>Sponsors:</b> James Alarid
14537-21	<b>Construction Contract</b> Award of IFB 2022-02 Bayo Booster Non-Potable Water Storage Tank Construction Project <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	Consent     <b>Length of Presentation:</b> <b>Sponsors:</b> James Alarid
14535-21	<b>Status Report</b> Department of Public Utilities Quarterly Report - FY21/Q4 <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	Status Reports     <b>Length of Presentation:</b> <b>Sponsors:</b> Philo Shelton
14160-21	<b>Report</b> Status Reports <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	Status Reports     <b>Length of Presentation:</b> <b>Sponsors:</b> Philo Shelton
<b>Agenda Date: 09/15/2021</b>		
14161-21	<b>Construction Contract</b> Approval for Construction Contract for Gas Border Station Metering, SCADA and Overpressure Protection Project <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	06 Consent     <b>Length of Presentation:</b> <b>Sponsors:</b> James Alarid
14397-21	<b>Briefing/Report (Dept, BCC) - No action requested</b> Quarterly Update on Utility System - Integrated Resource Plan (includes presentation by FTI Consulting)	08 Status Report

File Number	Title
-------------	-------

**Department Name:** DPU

**Length of Presentation:** 60 min

**Drop Dead Date:**

**Sponsors:** Steve Cummins

**Agenda Date: 10/20/2021**

<b>14571-21</b>	<b>Briefing/Report (Dept,BCC) - Action Requested</b>	<b>07 Business</b>
	Approval of Department of Public Utilities Mission, Vision and Values, Strategic Goals and Objectives	
	<b>Department Name:</b> DPU	<b>Length of Presentation:</b>
	<b>Drop Dead Date:</b>	<b>Sponsors:</b> Philo Shelton
<b>14398-21</b>	<b>Briefing/Report (Dept, BCC) - No action requested</b>	<b>08 Status Reports</b>
	Quarterly Update on Utility System - Gas Distribution System (Last presentation was 12/16/2020)	
	<b>Department Name:</b> DPU	<b>Length of Presentation:</b> 60 min.
	<b>Drop Dead Date:</b>	<b>Sponsors:</b> Jack Richardson



# County of Los Alamos

## Staff Report

July 21, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

---

**Agenda No.:** 6.A.  
**Index (Council Goals):** DPU FY2021 - N/A  
**Presenters:** Board of Public Utilities  
**Legislative File:** 14264-21

---

### Title

Approval of Board of Public Utilities Meeting Minutes

### Recommended Action

**I move that the Board of Public Utilities approve the meeting minutes 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.

There were no suggested changes.

### Attachments

A - Draft BPU Regular Meeting Minutes - June 16, 2021

B - Utilities Manager Report - June 16, 2021



# County of Los Alamos

## Minutes

### Board of Public Utilities

1000 Central Avenue  
Los Alamos, NM 87544

*Cornell Wright, Chair; Stephen McLin, Vice-chair;  
Eric Stromberg, Steve Tobin and Carrie Walker Members  
Philo Shelton, Ex Officio Member  
Harry Burgess, Ex Officio Member  
James Robinson, Council Liaison*

Wednesday, June 16, 2021

5:30 PM

Due to COVID-19 concerns this meeting will be conducted remotely. Citizens may attend via Zoom or view proceedings at <http://losalamos.legistar.com/calendar.a.spx>.

#### 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 16, 2021. Board Chair Cornell Wright called the meeting to order at 5:30 p.m. Due to COVID-19 restrictions, this meeting was held remotely via the Zoom platform. Members of the public were able to live-stream the meeting online and submit public comment during the meeting.

**Present 7 - Vice Chair McLin, Board Member Stromberg, Board Member Tobin, Board Member Walker, Chair Wright, Board Member Lynne and Board Member Shelton**

#### **1.A. SPECIAL CLOSED SESSION**

Pursuant to § 10-15-1 (H)(2) of the New Mexico Open Meetings Act, NMSA 1978, the Board of Public Utilities will meet in closed session to discuss information pertaining to limited personnel matters: Utilities Manager performance review and planning.

\*\*\*\*\*

**Chair Wright moved that the Board of Public Utilities convene in closed session as authorized by the limited personnel matters exception to discuss the Utilities Manager performance review and planning. The motion passed by the following vote:**

\*\*\*\*\*

**Yes: 5 - Vice Chair McLin, Board Member Stromberg, Board Member Tobin, Board Member Walker and Chair Wright**

At 5:32 p.m. the Board met in closed session. The meeting was reconvened in open session at 5:43 p.m.

\*\*\*\*\*

Chair Wright moved that the Board of Public Utilities approve the following statement for inclusion in the minutes: "The matters discussed in the closed session were limited only to those topics specified in the notice of the closed session, and no action was taken on any matter during the closed session." The motion passed by the following vote:

\*\*\*\*\*

Yes: 5 - Vice Chair McLin, Board Member Stromberg, Board Member Tobin, Board Member Walker and Chair Wright

## **2. PUBLIC COMMENT**

Chair Wright opened the floor for public comment on items on the Consent Agenda and for those not otherwise included on the agenda. There was no public comment.

## **3. APPROVAL OF AGENDA**

\*\*\*\*\*

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

\*\*\*\*\*

Yes: 5 - Vice Chair McLin, Board Member Stromberg, Board Member Tobin, Board Member Walker and Chair Wright

## **4. BOARD BUSINESS**

### **4.A. Chair's Report**

Mr. Wright reported on the following items:

1) He attended the County Council meeting on June 8, 2021 and was reappointed for a five-year term on the Board of Public Utilities.

2) He is interested in attending the UAMPS Conference and asked what the process would be to request approval from the board. Ms. Walker responded that the item could be brought up in section 4.H. of the Agenda (Approval of Board Expenses).

3) He stated that he has been discussing the DPU's cybersecurity posture with Mr. Shelton and asked whether another member of the board would like to volunteer to research this topic further. Mr. McLin volunteered. Chair Wright and Mr. McLin will continue to meet with Mr. Shelton to discuss matters of DPU cybersecurity and will report back to the board.

### **4.B. Board Member Reports**

Mr. McLin did not have a report but thought that it was important to call attention to item 6.C. under the consent agenda. He recommended that any members of the public participating in the meeting read pages 80-91 and he commended Mr. Westervelt for his explanation of how the Resource Pool Budget is derived.

**4.C. Utilities Manager's Report**

Mr. Shelton reported on the items detailed in the attached report. There were no additional items identified during the meeting.

**4.D. County Manager's Report**

Acting County Manager Mr. Steve Lynne reported on the following items:

- 1) The County was awarded \$3.7 million from the Federal Government's American Rescue Plan. Half of the award (\$1.8 million) was received the week of June 7th. County leadership will now work on identifying eligible projects to fund and Utilities projects will be considered.
- 2) He thanked Utilities Department staff who worked over the Memorial Day Holiday and responded to the water line break at Elk Ridge Community. He also mentioned Ms. Williams-Hill's support in getting the word out to the public. Mr. Wright also mentioned that he was impressed with the County's response and how several departments assisted in the effort.

**4.E. Council Liaison's Report**

Councilor Robinson reported on the following Council action items.

- 1) The Recruitment to fill the County Manager vacancy is underway and Mr. Lynne has been appointed as the Acting County Manager.
- 2) There was a discussion about the Open Meetings Act and how it applies to boards and commissions, task forces, and committees on which Council serves.
- 3) A few meetings ago Council approved the MRA for White Rock.
- 4) There was an update on the Downtown Master Plan and possible adoption later this year.

There were no questions from board members.

**4.F. Environmental Sustainability Board Liaison's Report**

Mr. Loechell reported on the following items:

- 1) The ESB received a presentation on herbicide (glyphosate or Roundup) use by staff
  - a. Parks, Recreation and Open Space manages 201 acres of standard development parkland, 588 acres undeveloped or non-standard parkland (natural area within developed parks) and 205 acres of golf course
  - b. Staff is trained annually in pesticide application; seven members are licensed.
  - c. Staff wear PPE (eye, skin, and respiratory protection)
  - d. Used on areas not typically inhabited by citizens or visitors and on medians, rock landscaping, and right-of-ways.
- 2) Approved the FY22 ESB Work Plan. One thing that was added was bear cart review for implementation The LARES (Los Alamos Resiliency, Energy and Sustainability Task Force) should provide some liaison opportunities for our group.
  - a. We would like to increase outreach to businesses on waste reduction, recycling, composting, etc. and partner with the Chamber of Commerce

- b. Continue supporting yard trimming roll cart program
- c. Continue public education on the Recycle Coach App
- d. Continue to work with LA schools to educate
- e. Public outreach
- f. Assist Environmental Services in the municipal food waste composting feasibility study

#### **4.G. General Board Business**

##### **4.G.1. [14399-21](#) Resuming In-Person BPU Meetings**

Chair Wright opened up the floor for discussion of the pros/cons of resuming in-person meetings.

1) Chair Wright stated that he attended the June 8th County Council meeting which was run in a hybrid format. Councilors and staff reporting were in Council Chambers and public comment was received via Zoom. He felt that the format worked well and it would be a good way to resume in-person BPU meetings. He welcomed everyone to share their thoughts and if BPU, members of the public, or staff would like to comment privately, please send a message to his email.

2) Mr. Tobin stated that he is flexible either way. He did ask if there is an added cost for continuing to use Zoom for public comment. Mr. Shelton responded that staff use Zoom for other meetings that often include participants from other states. Because of this DPU will continue to keep a Zoom subscription so there would be no added cost to use it for public comment at BPU meetings. Mr. Tobin also stated that often the challenge with public comment is that BPU cannot respond during the meeting. But if public comment were provided in writing, direct response to the citizen could be coordinated.

3) Mr. Stromberg stated that he is fine continuing on Zoom or in-person.

4) Ms. Walker also stated that she is ok with either format.

5) Mr. Shelton stated that he has attended two council meetings with the hybrid format and he agreed that it worked well. He also commented that Council is looking at continuing to allow public comment either in person or via Zoom. He observed that at one of the meetings a Council Member that was on travel was still able to participate via Zoom.

6) Chair Wright closed the discussion by stating that he is leaning toward an in-person meeting for July.

Chair Wright then called for public comment on the matter:

1) Mr. Greg White, 600 San Ildefonso Rd - commented that he is in favor of the hybrid meeting for two reasons: First, it helps the County meet its goal of net zero carbon emissions. Second, he also likes to attend the Juvenile Justice Advisory Board meetings but they usually occur at the same time as BPU. With the remote option he is able to listen to the BPU meeting over the County Website broadcast and watch JJAB over Zoom.

#### 4.H. Approval of Board Expenses

Chair Wright restated his desire to attend the Utah Associated Municipal Power Systems (UAMPS) Annual Conference. This year's conference will take place in California from August 15-18, 2021. Since DPU is a member of UAMPS there is no registration fee and most of the meals are provided. Other expenses include airfare, rental car, and hotel for three nights.

Ms. Walker stated that in the past, members have approved travel even though price quotes were not available at the time of the meeting.

\*\*\*\*\*

**Mr. McLin moved that Mr. Wright (and other members who wish to attend) the 2021 UAMPS conference be allowed to have their expenses approved. The motion passed by the following vote:**

\*\*\*\*\*

**Yes: 5 - Vice Chair McLin, Board Member Stromberg, Board Member Tobin, Board Member Walker and Chair Wright**

#### 4.I. Preview of Upcoming Agenda Items

##### 4.I.1. [14412-21](#) Tickler File for the Next Three Months

No additional items were identified for the tickler.

#### 5. PUBLIC HEARING(S)

There were no public hearings scheduled for this meeting.

#### 6. CONSENT AGENDA

\*\*\*\*\*

**Mr. Tobin moved 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. The motion passed by the following vote:**

\*\*\*\*\*

**Yes: 5 - Vice Chair McLin, Board Member Stromberg, Board Member Tobin, Board Member Walker and Chair Wright**

##### 6.A. [14251-21](#) Approval of Board of Public Utilities Meeting Minutes

**I move that the Board of Public Utilities approve the meeting minutes as presented.**

##### 6.B. [14129-21](#) Approval of the Collective Bargaining Agreement (CBA) with the United Association of Plumbers and Pipefitters (UAPP), Local Union No. 412, Covering the Period of July 1, 2021 through June 30, 2026.

I move that the Board of Public Utilities recommend approval of the Collective Bargaining Agreement between the County of Los Alamos and the United Association of Plumbers and Pipefitters (UAPP), Local Union No. 412, for the Period of July 1, 2021 through June 30, 2026 and forward to County Council for approval.

- 6.C. [14276-21](#) Approval of DOE/LAC Resource Pool Budget for Fiscal Years 2022 & 2023

I move that the Board of Public Utilities approve the 2022-2023 Resource Pool budget as presented and forward to the County Council with a recommendation for approval.

- 6.D. [AGR0758-21](#) Approval of Amendment No. 8 to Services Agreement AGR16-4289 with Paymentus Corporation in the Amount of \$75,000 for a Revised Total Agreement Amount of \$400,000, plus Applicable Gross Receipts Tax for the Purpose of Credit Card and Electronic Bill Payment Services.

I move that the Board of Public Utilities approve Amendment No. 8 to Services Agreement AGR16-4289 with Paymentus Corporation in the amount of \$75,000.00 for a revised total contract value of \$400,000.00 plus applicable gross receipts tax and forward to Council for consideration.

- 6.E. [AGR0744-21](#) Approval of AGR21-31 General Services Agreement with GreatBlue Research for the DPU Customer Satisfaction Survey Program for a period of seven (7) years.

I move that the Board of Public Utilities approve Agreement No. AGR21-31 between the Incorporated County of Los Alamos and GreatBlue Research in a total amount not to exceed \$329,000 plus applicable NMGR for a period of seven years and forward to County Council for final approval.

## 7. BUSINESS

- 7.A. [14159-21](#) **Award of IFB 21-43 Otowi Well #2 Well House & Equipment and Otowi Well #4 MCC Replacement Project**

Mr. Alarid, Deputy Utility Manager-Engineering presented the following information:

This project will construct the new well house, vertical turbine pump and electric gear to bring the new Otowi Well #2 online. The new well will produce 1,300 gallons-per-minute when in service and will provide water to White Rock and LANL. This project was initiated in 2016 to supplement the Pajarito Well field which has three existing wells which are nearing the end of their service life. The well drilling, development and water transmission line were completed in 2019. In addition, the motor control center (MCC) at Otowi Well #4 will be replaced. This well is located about a mile west of Otowi Well #2, and is also in Los Alamos Canyon, and was added to the project to take advantage of the economy of scale while performing similar work in the vicinity. The MCC at Otowi Well #4 is at the end of its service life and in need of replacement for continued reliable operation of the well. The construction drawings are provided as Attachment A.

The Otowi Well #2 site is adjacent to an existing natural gas line owned and operated by New Mexico Gas Company. Prior to beginning the design of the new well house an

evaluation (Attachment E) was performed to compare a natural gas driven well versus an electric driven well and a hybrid design. The results were presented to the Utility Board on July 15, 2020. The evaluation recommended a hybrid design which included an electric drive with a natural gas powered generator that could serve as a back-up power supply or be run as the primary power source when gas is more economical than electricity. The well house was designed to accommodate the natural gas generator and furnishing the generator was bid as an additive alternate. Based on the discussion during the presentation of the evaluation in July 2020, and given the significant cost of the generator, DPU proceeded to further explore the need and justification of installing the gas powered generator now. As part of an ongoing Risk and Resiliency Study of the water production system, we asked our consultant to evaluate if installing the generator now was justified based on the risk of failing to meet our water supply needs. Based on the available supply and the redundancy in our water production system, the expense of installing the generator at this time is not justified. The price for the generator in RMCI's bid is \$668,000 (less GRT). We are not recommending award of the additive alternate for the generator. The evaluation is provided as Attachment B.

Two bids were received which were both significantly higher than the engineer's estimate. This has been typical given the drastic price increases in construction materials in recent months due to the supply shortages with the economy reactivating after the COVID-19 Pandemic. The second bid was over \$500,000 higher than the bid submitted by RMCI, Inc. A bid tabulation is provided as Attachment C.

If the project is not awarded staff will assess whether to re-bid the project immediately or defer for a short time, considering the terms of the existing Drinking Water State Revolving Loan. Completing the well in a timely manner is critical to maintaining an adequate water supply.

A Drinking Water State Revolving Loan has been secured in the amount of \$2,852,444 based on the engineer's estimate prepared six months ago. DPU is pursuing an amendment to the loan to increase the amount to \$3,780,444 (base bid, contingency and NMGRT). Budget Revision 2022-02, Option A, for the purpose of increasing the water production revenues and expenditure budget (from loan proceeds) by an amount of \$928,000 for the base bid is provided as Attachment D. Option B is also included in Budget Revision 2022-02 which will increase the water production revenues and expenditure budget (from loan proceeds) by an amount of \$1,644,848 for the base bid and additive alternate if the Utility Board chooses to award the additive alternate. Utility Board authorization is being sought to proceed with the loan modification as a separate agenda item in this meeting. The loan amendment process will take months to finalize. For the purposes of this award additional funding will be directed from other planned FY2022 capital projects temporarily until the loan is amended, or permanently if the additional loan funds are not secured. Proposed FY2022 water capital funds to be applied to this award are: NM-4 Transmission Line Design \$180,000; Tank Pipe Upgrades \$300,000; 33rd & 34th Street Waterline Replacement \$448,000; for a total of \$928,000.

The Board discussed this item and requested clarification where necessary.

\*\*\*\*\*

Mr. McLin moved that the Board of Public Utilities approve the Award of IFB 21-43 with RMCI, Inc. for the purpose of Otowi Well #2 Well House & Equipment and Otowi Well #4 MCC Replacement Project in the amount of \$3,240,836, and a contingency of \$282,001, plus New Mexico Gross Receipts Tax, and approve related Budget Revision 2022-02, Option A, as summarized on Attachment D and that the attachment be made part of the minutes of this meeting, and forward to Council for approval.

\*\*\*\*\*

Yes: 5 - Vice Chair McLin, Board Member Stromberg, Board Member Tobin, Board Member Walker and Chair Wright

7.B. [14400-21](#)

Approval to take a resolution for approval by Council authorizing an application to modify loan agreement DW-5456 to increase the loan amount by \$928,000.00, for a revised loan amount of \$3,780,444.02 (which amount includes \$79,832 program subsidy which is not required to be repaid), and a revised loan ordinance and supporting loan documents in a form acceptable to the County Attorney's office, to provide increased funding for the Otowi Well #2 Pump House and Equipment and Otowi Well #4 Motor Control Center (MCC), required because the final bids came in over the original estimated project cost and loan amount.

Mr. Westervelt, Deputy Utility Manager-Finance presented the following information:

As a separate agenda item this evening, BPU will consider award of the contract with RMCI for the Otowi Well #2 Pumphouse and Equipment and Otowi Well #4 MCC. As noted in that discussion, the low bid came in significantly above the initial engineer's estimates, upon which the original loan for the project was based. The explanation for the higher project costs is discussed in that agenda item and is not repeated here. The NMFA has acknowledged that they have seen similar escalation in most of the projects they have provided funding for, have acknowledged that they have additional loan funds available, and are working to expedite modifying loan agreements so these important projects can proceed. They do require the governing body to approve a resolution authorizing the application for such funds and execution of new or revised loan documents. Staff has been working with NMFA on the specific form of those requirements, but we do not have them finalized yet. To avoid delays in obtaining this important financing and moving forward with the project, the recommendation is for the BPU to authorize staff to work with NMFA and the County Attorney's office to ensure the form and content are acceptable to the County, and then take those documents to Council for approval/execution upon receipt.

Note, as an "add/alternate" a gas-powered backup generator for the well was proposed, at an additional cost of \$668,000 plus NMGR. Staff is not proposing or recommending award of that addition at this time, but if the Board elects to approve that addition that amount should be included in the motion as well.

It is noted further that the term "approximately" is included in the motion to accommodate slight variances that may result from differences in how taxes, subsidies, or contingencies are calculated. The final, actual amounts will be known and included in documents provided to Council for approval.

If the loan is not increased, we will have to fund the excess project costs by canceling or delaying other planned projects in the Capital Plan to make up the funding shortfall, or

cancel this project indefinitely hoping for a better bid environment in which to pursue the project, in which case the existing loan would have to be cancelled and the favorable loan terms and subsidy may not be available later when re-bid.

The only alternative would be to increase the loan amount by \$928,000, which will increase the annual debt service for the project by approximately \$42,137.47 per year.

The Board discussed this item and requested clarification where necessary.

\*\*\*\*\*

**Ms. Walker moved that the Board of Public Utilities authorize staff to take a resolution for approval by Council authorizing an application to modify loan agreement DW-5456 to increase the loan amount by approximately \$928,000.00 (plus or minus one percent), for a revised loan amount of approximately \$3,780,444.02 (plus or minus one percent - which amount includes approximately \$79,832 program subsidy which is not required to be repaid), and a revised loan ordinance and supporting loan documents in a form acceptable to the County Attorney's office, to provide increased funding for the Otowi Well #2 Pump House and Equipment and Otowi Well #4 Motor Control Center (MCC).**

\*\*\*\*\*

**Yes: 5 - Vice Chair McLin, Board Member Stromberg, Board Member Tobin, Board Member Walker and Chair Wright**

- 7.C. [AGR0745-21](#) Approval of Services Agreement No. AGR21-41 with FTI Consulting, in the amount of \$243,743.00, with a contingency of \$24,374.00 for a total contract amount of \$268,117.00 plus Applicable Gross Receipts Tax, for the Purpose of Developing an Integrated Resource Plan and Approval of Related Budget Revision 2021-50.

Mr. Cummins, Deputy Utility Manager-Electrical Production presented the following information for Board consideration:

The County has partnered with DOE-LANL through the Electric Coordination Agreement since 1985 to meet the electrical power needs of both parties. The term of the current agreement is through June 30, 2025. The partnership is often referred to as the Los Alamos Power Pool (LAPP). Since 1985 the LAPP has developed and maintained a Power Supply Study for planning purposes. This type of study is commonly referred to as an integrated resource plan.

An *integrated resource* plan, or IRP, is a utility plan for meeting forecasted annual peak and energy demand, plus some established reserve margin, through a combination of supply-side and demand-side resources over a specified future period. The plan will compare the Levelized Cost of Electricity (LCOE) for generation resource options while also considering utility specific goals and objectives in the planning process.

The last IRP was completed in 2017 with an additional focus on the benefits of the LAPP. Los Alamos County and Los Alamos National Laboratory believe it is beneficial to continue the ECA post 2025, potentially with a change in philosophy on generating assets. Today, LANL and the County have different goals and objective to meet their current and forecasted energy demands. Each party is considering different replacement resources, either through owning generation assets or through power purchase agreements. In addition, the County and DOE-LANL have different targets for reducing greenhouse gas (GHG) emissions, particularly carbon dioxide emissions although DOE-NNSA would like to reduce its GHG emissions in pace with the County.

The Development of an Integrated Resource Plan (IRP) will help guide near-term and long-term decisions in multiple areas as the County and DOE-NNSA LANL plan for meeting the current and future power demands of the power pool in the most environmentally sustainable fashion while also considering the cost to the County citizens and to the Laboratories operation. The IRP will evaluate a comprehensive range of demand-side and supply-side resources over the period 2021-2041.

Currently DPU is evaluating their further participation in the Utah Association of Municipal Power Systems (UAMPS) Carbon Free Power Project (CFPP) developing a small modular reactor nuclear power plant. DPU is also looking for options to exit the Laramie River Station coal fired power plant when economically feasible per the BPU 2016 adopted strategic policy. The IRP will assist DPU staff, Board and Council in making these decisions by looking at all of the options available to the County for meeting their electric demands while considering DPU's strategic initiatives. The IRP will compare the options based on cost, stability and environmental stewardship.

DOE-NNSA is also considering approximately 8 MW of solar PV to be installed on DOE land and connected to the 13.2 kV distribution system. The IRP will assist DOE-NNSA with this decision by comparing alternative options for meeting their growing electric demand while also considering resiliency as a National Laboratory.

A draft of the IRP is scheduled to be completed by December 2021 to support a decision on the next phase of the CFPP. The Operating Committee for the Electric Coordination Agreement approved the recommendation to award this contract to FTI at the May 11, 2021 operating committee meeting. The cost will be shared base on the demand and energy split between the County and LANL, approximately 20/80.

If the board chooses not to approve this contract, DPU and DOE-NNSA will need to rely on other options for power generation resource planning.

This study was estimated to cost upwards of \$275,000 for the initial study and the planned update in 2023. The IRP will require a budget adjustment in FY2021 in the amount of \$287,757 which is included in the motion. This study was approved as a pool expense and DOE-NNSA will pay for approximately 80% of the cost. This contract will authorize DPU at its discretion to have the contractor provide an update of the IRP 18 to 24 months after completion of the IRP in 2021/2022. The update will coincide with a critical decision point related to the Carbon Free Power Project using the most current information available at that time (i.e. cost of fuel, changes in environmental regulation and changes in technology options available). The development of the IRP will greatly assist staff in navigating the multitude of options available to the LAPP for meeting the electrical energy resource needs.

The Board discussed this item and requested clarification where necessary.

\*\*\*\*\*

Mr. McLin moved that the Board of Public Utilities approve Services Agreement No. AGR21-41 with FTI Consulting, in the amount of \$243,743.00 and a contingency in the amount of \$24,374.00, for a total of \$268,117.00, plus applicable gross receipts tax, for the purpose of Development of an Integrated Resource Plan, and forward to Council for approval.

I further move that the Board of Public Utilities approve a budget adjustment of \$287,757 to Electric Production FY2021 budget for the purposes of developing an Integrated Resource Plan and forward to Council for approval.

\*\*\*\*\*

Yes: 5 - Vice Chair McLin, Board Member Stromberg, Board Member Tobin, Board Member Walker and Chair Wright

## **8. STATUS REPORTS**

### **8.A. 14253-21 Monthly Status Reports**

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

- 1) Electric Reliability Update
- 2) Accounts Receivables Report
- 3) Safety Report

### **8.B. 14369-21 Summer Peak Power Demand: Briefing of Planned Activities**

Mr. Jordan Garcia, Power System Supervisor prepared a presentation for the Board. A copy of his slides were included in the meeting packet. At the conclusion of his presentation Mr. Wright asked if he could present to the Board again in September and report on the Actuals versus Planned Activities. Mr. Garcia agreed.

~~~~~

**Mr. Wright called for a short recess. The meeting went into recess at 7:45 p.m. and reconvened at 7:50 p.m.**

~~~~~

### **8.C. 14387-21 Receivables Status and Post Moratorium Collections Plan**

Mr. Westervelt prepared a presentation for the Board. A copy of his slides were included in the meeting packet.

### **8.D. 14283-21 Quarterly Conservation Program Update**

Mr. Alarid provided a written updated in the meeting packet and went over highlights during the meeting.

### **8.E. 14269-21 Department of Public Utilities Quarterly Report - FY21/Q3**

Mr. Shelton highlighted information from Quarter 3. A copy of the full report, which Ms. Williams-Hill compiled and designed, was included in the meeting packet.

**9. PUBLIC COMMENT**

Chair Wright opened the floor for public comment on any items. There was no public comment.

**10. ADJOURNMENT**

The meeting adjourned at 8:24 p.m.

\*\*\*\*\*

\* APPROVAL

---

Board of Public Utilities Chair Name

---

Board of Public Utilities Chair Signature

---

Date Approved by the Board

**Utility Manager's Report  
June 16, 2021**

1. Next week I am attending the APPA annual conference in Florida and UAMPS will be holding project updates and the board meeting at this location next Wednesday. Therefore, I do not have a CFPP project update regarding the consideration of a six-module plant option. Steve Cummins will oversee the department while I am away.
2. The Joint Motion for Joiner to Stipulation regarding the PNM/Avangrid merger case before the PRC, Case Number 20-00222-UT has been included in the amended stipulation as paragraph number 56. We received no objections to our language. Also, I have been reviewing the expert testimony to support this amended stipulation. The language is as follow:

**56. San Juan Decommissioning.** PNM will use its good faith efforts to work with the San Juan Generating Station ("SJGS") owners and former SJGS owners who have an obligation to participate in decommissioning the SJGS to identify and present feasible options for commercially reasonable actions, available under the terms of the SJGS contracts and consistent with the established decommissioning agreement, that would allow decommissioning options, including decommissioning, demolition and site restoration of the SJGS site to standards applicable to ongoing economic development, commercial and industrial uses of the SJGS plant site, at a cost comparable to the lowest reasonable cost alternative identified in the owners' most recent decommissioning study that applies a whole-life cost analysis.

3. The AMI project is in the fourth month of the installation program. As of last week, the AMI contractor completed 6,493 gas endpoints, 6,753- water endpoints and 2,630 Electric endpoints.
4. The LANL Technical Working Group met to review the value of this working group over the past year and discussed any changes and topics to cover over the next year.
5. The DPU supervision team continue to hold weekly meetings regarding our response to COVID-19 issues. The County has relaxed the mask wearing for vaccinated people. County Council has returning to in person meetings on June 8<sup>th</sup> with presenters and staff and taking public comments by Zoom. Next month public comments can occur in person and by Zoom.
6. The contract for the Office Renovation is under way. The contractor is firming up material delivery times before starting the project. Once the schedule is finalized, the Customer Care Staff will move over to Boards and Commission's room.

7. Due to April and May being cooler than last year, the residential commodity rate of \$1.22/therm allowed by ordinance to cover the February commodity rate spike has covered all the additional costs incurred from that event. For the month of June, the residential commodity rate will be billed at \$0.49/therm.



# County of Los Alamos

## Staff Report

July 21, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

---

Agenda No.:	6.B.
Index (Council Goals):	DPU FY2021 - 1.0 Provide Safe and Reliable Utility Services
Presenters:	James Alarid
Legislative File:	14509-21

---

### Title

Approval of Task Order No. 32, AGR15-4217 with GM Emulsion, LLC in the amount of \$84,913.56, which amount includes NMGR

### Recommended Action

**I move that the Board of Public Utilities Approve Task Order No. 32, AGR15-4217 with GM Emulsion, LLC in the amount of \$84,913.56, which amount includes NMGR.**

### Staff Recommendation

Staff recommends the task order be approved as presented.

### Body

This task order is to complete asphalt patching, curb and gutter repairs and sidewalk repairs where underground utilities have failed and have been excavated to perform repairs. The DPU requires the services of a paving contractor periodically to complete concrete and asphalt repairs of this nature. GM Emulsion, LLC has an on-call construction contract with Los Alamos County which is being used to perform these repairs. There are 21 locations which will be repaired as part of this task order in White Rock and Los Alamos.

### Alternatives

If the task order is not approved the repair locations will require maintenance until another contractor can be hired to complete the work.

### Fiscal and Staff Impact

Work of this nature is a regular occurrence and budgeted in each utility fund.

### Attachments

A - Task Order No. 32 to AGR15-4217

**AGR 15-4217**  
**GM Emulsion, LLC**  
**Vendor Number 26708**  
**On-Call Construction Services**

**Date Prepared:** June 10, 2021

**Task Order No.:** 32

**Project Title:** Department of Public Utilities – Various Utility Patches Phase VI

**Job Cost # or Work Order #:** ED2117, GA2115, DW2205, DW2133

**Project Manager Assigned:** Casey Aumack  
**Phone:** 505-709-7309

**Contract Manager:** Eric Ulibarri

**Department:** Public Works

**Vendor Contact:** Gabriel Martinez 505-471-9981

**Location of Work:** White Rock and Los Alamos

**Scope of Work:** See attached estimate LaCoUtil-6 dated 5-17-2021.

**Start Work Date:** After Task Order is fully executed.

**Attachments:** Estimate LaCoUtil-6

**Estimated Total Cost:** (not to exceed amount): \$79,127.37 plus NMGR \$5,786.19

**Total:** \$84,913.56

**Estimated value of all task orders to date including this task order:** \$1,738,797.62

**Current contract value:** \$261,202.38

***Final payment shall be based on actual field measured quantities.***

**AGR 15-4217**  
**GM Emulsion, LLC**  
**Vendor Number 26708**  
**On-Call Construction Services**

Current Contract Value	\$ 2,000,000.00	Plus GRT
Estimated Value of all task orders to date, including this task order:	\$ <b>1,817,924.99</b>	Plus GRT
Remaining Contract Value:	\$ <b>176,288.82</b>	Plus GRT

**SIGNATURE PAGE**

**Original Task Order**

Eric Ulibarri 6/11/2021  
**Eric Ulibarri, PE** **Date**  
 Contract Manager

Casey Aumack 6/14/2021  
**Casey Aumack** **Date**  
 DPU Project Manager

James Alarid, PE **Date**  
 Deputy Engineering Manager

Gabriel Martinez **Date**  
 Public Works Director

Philo Shelton **Date**  
 DPU Manager  
 (if TO value is \$10,000 or more)



# Estimate

Date	Estimate #
5/17/2021	LaCoUtil-6

Name / Address
Los Alamos County Public Utilities 1000 Central Ave., Ste. 130 Los Alamos, NM 87544

			Project		
			Utility Patches		
Item	Description	Qty	Rate	U/M	Total
	LOS ALAMOS COUNTY Various Utility Patches Phase VI  On Call contract # AGR15-4217  Scope of work: - Anode Concrete Collars - Remove and Replace asphalt 3"  WHITE ROCK ROAD PATCHES - 16 Locations 569.22sf 63.25sy ROAD PATCHES (ITEM 171) MOBILIZATION - 4 Total Mobilizations @ 45 Miles	180	45.00	mi	8,100.00T
702810	(ITEM 221) TRAFFIC CONTROL COMPLETE	4	2,500.00	LS	10,000.00T
601000	(ITEM 99) REMOVE STRUCTURES OBSTRUCTIONS	4	2,500.00	LS	10,000.00T
207000	(ITEM 7) SUBGRADE PREPARATION	63.25	2.25	sqyd	142.31T
303140	(ITEM 15) 4" BASE COURSE	63.25	12.00	sqyd	759.00T
417000 A	(ITEM 40) 3" MISCELLANEOUS PAVING SY/IN	189.75	12.00	SYIN	2,277.00T
	LOS ALAMOS ROAD PATCHES - 4 Locations 1,498.36sf 166.48sy (ITEM 171) MOBILIZATION - 2 Total Mobilization @ 45 Miles	90	45.00	LS	4,050.00T
702810	(ITEM 221) TRAFFIC CONTROL COMPLETE	2	2,500.00	LS	5,000.00T
601000	(ITEM 99) REMOVE STRUCTURES OBSTRUCTIONS	2	2,500.00	LS	5,000.00T
Thank You for the opportunity			<b>Subtotal</b>		
			<b>Sales Tax (7.3125%)</b>		
			<b>Total</b>		



5935 Agua Fria Street, Santa Fe, NM 87507

Page 1



505-471-9981

[www.gmemulsion.com](http://www.gmemulsion.com)



# Estimate

Date	Estimate #
5/17/2021	LaCoUtil-6

Name / Address
Los Alamos County Public Utilities 1000 Central Ave., Ste. 130 Los Alamos, NM 87544

			Project		
			Utility Patches		
Item	Description	Qty	Rate	U/M	Total
207000	(ITEM 7) SUBGRADE PREPARATION	166.48	2.25	sqyd	374.58T
303140	(ITEM 15) 4" BASE COURSE	166.48	12.00	sqyd	1,997.76T
417000 A	(ITEM 40) 3" MISCELLANEOUS PAVING SY/IN	499.44	12.00	SY/IN	5,993.28T
	WHITE ROCK CONCRETE				
	- 15 Anode Collars 1X1				
	- Sidewalk 5'X10'				
	- Drive Pad 6'X7'				
621001	( ITEM 171) MOBILIZATION	180	45.00	mi	8,100.00T
	- 4 Mobilizations @ 45 Miles				
702810	(ITEM 221) TRAFFIC CONTROL COMPLETE	3	2,500.00	LS	7,500.00T
601000	(ITEM 99) REMOVE STRUCTURES OBSTRUCTIONS	1	2,500.00	LS	2,500.00T
706000	(ITEM 248) ELECTRICAL PULL BOX (STANDARD)	15	450.00	ea	6,750.00T
608004	(ITEM 104) 4" CONCRETE SIDEWALK	5.56	49.00	sqyd	272.44T
608106	(ITEM 142) 6" DRIVE PAD	6.22	50.00	sqyd	311.00T
920000	Exclusions: SWPPP, Surveying, Material Testing, Engineering, Permits, Soil Blending, Rock Excavation, Utilities, Bonds, Striping and anything not listed above.		0.00		0.00
Thank You for the opportunity			Subtotal \$79,127.37		
			Sales Tax (7.3125%) \$5,786.19		
			Total \$84,913.56		



5935 Agua Fria Street, Santa Fe, NM 87507

Page 2



505-471-9981

[www.gmemulsion.com](http://www.gmemulsion.com)

Month

GM Emulsion Request for Estimate and Repairs

	A	B	C	D	E	F	G	H	I
1	Address	Town LA or WR	Date work performed	Concrete	Measurements (LXW)	Asphalt	Measurements (LXW)	WR in SF	LA in SF
2	155 Kimberly	WR	12/8/2020			YES	5'6 x 10'	55	
3	1226 Cheyenne	LA	2/25/2021			YES	4.5' X 4.5'		20.25
4	1157 SAND IDELFONSO	LA	4/41/2021			YES	3 X 1		3
5	112 BANDALIER	WR	4/15/2021	1X1		YES	6'X4'	24	
6	106 GRAND CANYON	WR	4/06/2021	1X1		YES	6'X4'	24	
7	301 ROVER (NORTH SIDE)	WR	4/01/2021	1X1		YES	5'X20'	100	
8	100 AGATE	WR	4/7/2021	1X1		YES	7'X7'	49	
9	102 AZURE (ACROSS STREET)	WR	3/15/2021	1X1		YES	6'X4'	24	
10	245 CANADA WAY	WR	2/24/2021	1X1		YES	5'X5'	25	
11	65 CANADA CIRCLE	WR	2/23/2021	1X1		YES	4'X7'	28	
12	109 SIERRA VISTA	WR	2/22/2021	1X1		YES	4'X7'	28	
13	131 GRAND CANYON	WR	2/11/2021	1X1		YES	4'X6'	24	
14	365 KILBY	WR	1/25/2021	1X1		YES	65"X52"	23.22	
15	329 GARVER	WR	1/27/2021	1X1		YES	5'X6'	30	
16	131 BANDELIER	WR	1/29/2021	1X1		YES	5'X7'	35	
17	113 FORT UNION	WR	2/2/2021	1X1		YES	4'X6'	24	
18	102 EL MORRO	WR	4/20/2021	1X1		YES	5'X8'	40	
19	3590 Gold St.	LA	4/20/2021			Yes	25'X24'		600
20	52 GRAND CANYON	WR	4/21/2021	1X1		YES	6'X6'	36	
21	278 Dp Road	LA	5/1/2021	no		yes	40"x40" and 24'x36'		875.11
22	274 Barranca rd	LA	5/1/2021	yes	5'x10' and 7'x8'	no			
23					106			569.22	1498.36



# County of Los Alamos

## Staff Report

July 21, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

---

Agenda No.:	6.C.
Index (Council Goals):	DPU FY2021 - 1.0 Provide Safe and Reliable Utility Services
Presenters:	James Alarid
Legislative File:	AGR0769-21

---

### Title

Approval of Agreement No. AGR21-50a with Allied 360 Construction, LLC in the amount of \$2,000,000

~AND~

Approval of Agreement No. AGR21-50b with GM Emulsion, LLC in the amount of \$2,000,000, both for On-Call Utility Repair Services.

### Recommended Action

**I move that the Board Approve AGR21-50a with Allied 360 Construction, LLC in the amount of \$2,000,000, plus NMGR, and I further move that the Board Approve AGR21-50b with GM Emulsion, LLC in the amount of \$2,000,000, plus NMGR, both for the purpose of On-Call Utility Repair Services and forward to County Council for approval.**

### Staff Recommendation

Staff recommends approval of the motion as presented.

### Body

The Department of Public Utilities (DPU) issued a Request for Proposal soliciting for qualified contractors to provide On-Call Utility Repair Services for the next seven years. The DPU retains the services of on-call construction contractors to support all of the various utilities and facilities operated by the department. The on-call unit price agreements provide an effective way for the DPU to have support available in the event of an emergency repair requiring resources not available, perform work on short notice when problems arise, provide trenching/excavation support to linemen on capital improvement projects, perform work which is hard to define the scope due to unknown conditions, perform asphalt/concrete repairs and perform tasks that are difficult to schedule and experience interruptions due to jurisdictional administrative requirements. Allied 360 Construction, LLC has performed work for the DPU on several projects and has provided excellent service. GM Emulsions, LLC specializes in excavation, paving and concrete work, which has become a regular service needed by the DPU since the County Roads and Streets Department stopped performing the road repairs for the utility crews a year ago. The agreements have provisions to address construction materials price escalation given the unprecedented supply chain disruption and material cost uncertainty caused by the pandemic. Applicable bid items which include construction materials will be paid at cost supported by receipts, combined with the bid cost for labor for the item. This will allow the DPU to fairly compensate for cost increases, as well as pay lower costs of materials when the pandemic cost impacts end.

---

### **Alternatives**

If the agreements are not approved staff will proceed to solicit for on-call construction support soon since the current on-call service agreements that support the DPU will either expire or expend their allowed contract limits.

### **Fiscal and Staff Impact**

The agreement is administered by authorizing work through individual task orders. The funding for work performed by this agreement is budgeted in each fiscal year by the various utility funds. Execution of these agreements is not a guarantee of work to the contractor, the compensation amount of the agreement is a price not to exceed for the seven year term of the agreements.

### **Attachments**

A - AGR21-50a\_Allied 360 Construction, LLC

B - AGR21-50b\_GM Emulsion, LLC



## INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this "Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and Allied 360 Construction, LLC, a New Mexico limited liability corporation ("Contractor"), to be effective for all purposes July 28, 2021.

**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. 21-50 (the "RFP") on April 22, 2021, requesting proposals for On-Call Utility Repair Services, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated May 27, 2021 ("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 ("BPU"), as part of a multiple source award, approved this Agreement and AGR21-50b, at a public meeting held on July 21, 2021; and

**WHEREAS**, the County Council, as part of a multiple source award, approved this Agreement and AGR21-50b at a public meeting held on July 27, 2021; and

**WHEREAS**, the aggregate compensation between this Agreement and Agreement AGR21-50b are not to exceed the sum of TWO MILLION DOLLARS, (\$2,000,000.00), excluding New Mexico gross receipts taxes ("NMGRT"); 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:**

The following are the services to be provided by the Contractor:

#### **1. General.**

- a. Contractor shall provide construction services ("Services") including utility and public works related infrastructure installation, maintenance, and replacements during the Term of this Agreement on an as-needed basis. The County may, from time to time, request that Contractor provide the Services to other County departments/divisions through written orders from the Department of Public Utilities ("DPU") designated Project Manager.
- b. As provided in **Exhibit "A"**, Contractor shall supply all necessary tools, labor, supervision, coordination and materials as provided in the unit price. Contractor shall also be responsible for obtaining all necessary and applicable local, state, or federal permits. The

prices found in **Exhibit "A"** includes demobilization costs which shall not be billed separately to County.

- c. **Task Orders.** The County's and DPU's project manager ("Project Manager") shall request the Services of Contractor for individual or multiple projects ("Project(s)") through the issuance of written task orders ("Task Order") which specifies the work requested by the County and DPU. The Task Order shall identify the work and Services to be performed by Contractor and a Project timeline for completion of the work and Services. The Contractor shall provide, within ten (10) business days and in writing, a notice of acceptance of the work and any conditions or terms contractor believes it is unable or unwilling to accept. The task order will be adjusted only upon the written agreement of the County after a finding that a change to the task order is necessary and justifiable. Contractor's failure to reasonably estimate the cost of completing the task in the first instance shall not be a justification for modifying the task order. In no event will the total of the maximum amount for all approved task orders exceed the maximum amount of compensation set forth unless modified by County. Modifications to the maximum amount for the task shall be agreed upon prior to continuing. Contractor is authorized to begin work on any particular phase/task only upon receipt of written approval by County. The task order may be as detailed as County finds necessary to assure appropriate oversight of the services to be performed by Contractor. If the Contractor is unable to provide, in the determination of the County and DPU Project Manager, the full scope of the proposed Task Order work, the County or DPU Project Manager may alter, change, modify or cancel the Task Order request.
- d. **Additional Cost Terms.** In addition to the pricing for Services to be provided by Contractor as found in **Exhibit "A"**, the following are additional conditions to Contractor's Services and shall be paid for the actual units installed in accordance with the Rate Schedule (Exhibit "A"). Unit prices in the Rate Schedule are delineated as follows:
- (1) Unit prices include equipment and labor costs.
  - (2) Materials shall be billed by Contractor to County at actual Contractor cost to acquire required material(s).
  - (3) Mobilization shall be billed on a per Task Order basis, approved by County Project Manager prior to Task Order issuance. Mobilization costs allowed include all activities and associated costs for transportation of Contractor's personnel, equipment, and operating supplies to the Task Order site; where applicable, establishment fencing for site yard, buildings, and other necessary general facilities for the Contractor's operations at the site.
  - (4) Traffic Control shall be billed on a per Task Order basis with quoted cost for time, labor, equipment, engineering, and permit fee prior to Task Order issuance. Quote must be approved by County Project Manager prior to Task Order issuance.
  - (5) Pipe installation unit prices do not include trenching which are separate unit price work items.
  - (6) Hourly items are for work not applicable for unit price installation such as maintenance and replacement work.
  - (7) No additional costs shall be allowed for having to work near or installing under or over utilities or structures that are located in accordance with local or State of New Mexico excavation requirements, including but not limited to NMSA Chapter 62, Article 14, or as may be amended.

- (8) Unanticipated events, such as natural phenomena, shall not form the basis for additional compensation to Contractor.
- e. Contractor shall be responsible for all preliminary line locates, ongoing line locates, and excavation permits, traffic control plans, any preliminary exploratory excavation, installation excavation, installation, backfilling, all required bedding, and fill material.
- f. Asphalt and pavement Services shall be performed in accordance with adopted County Public Works Standards and the New Mexico State Highway Department Standard Specifications, latest edition; the most restrictive shall apply. Replacement pavement thickness must match existing pavement. Standards are available on request from the County's Project Manager.
- g. Contractor shall be responsible for the proper removal and disposal of waste material from any Project including, but not limited to, soil, rock, concrete, paving or other waste material related to the Task Order Project.
- h. For each Task-Ordered project, and before facilities are accepted by County as completed, Contractor shall submit to the Project Manager all pertinent test results, accurate as-built (record) drawings, and any other relevant information as requested by the County's Project Manager.
- i. All work shall be in accordance with the Department of Public Utilities Construction Standards dated October 27, 2007 and as may be amended from time to time, or other local, state, or federal applicable standards as specified by the County. A copy of the standards are available on request from the County's Project Manager.
- j. Any progress billing and payment shall be by work item, as provided in Exhibit "A" for actual units installed and accepted by the County's Project Manager in writing.
- k. Contractor shall be paid for the actual units installed and accepted in writing by the County's Project Manager in accordance with the unit prices listed in Exhibit "A," and notes therein.

## **2. Utility On-Call Construction Services Work Items.**

- a. Work Items and estimated quantities are listed in the Rate Schedule set out in Exhibit "A." Contractor shall supply quantities as they are identified for specific assignments on a Task Order basis. County reserves the right, at its sole discretion, to separately quote or bid any utility construction project.
- b. Individual Task Orders which exceed the state prevailing wage threshold shall be subject to a Wage Rate Decision. County shall obtain and provide the Wage Rate Decision and issue it to the Contractor prior to the preparation of the Task Order. Task Order shall be issued by County to Contractor.
- c. Contract Performance and Payment Bonds: When an individual Task Order is awarded in excess of the state prevailing wage threshold, the following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the individual Task Order:
  - (1) A performance bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the County, in an amount equal to 100 percent of the price specified in the individual Task Order; and

- (2) A payment bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the individual Task Order. The bond shall be in an amount equal to 100 percent of the price specified in the individual Task Order.

3. **Worker Safety; Drug and Alcohol Testing.** Contractor may be required to implement and maintain a drug and alcohol testing program meeting or exceeding local County Code requirements and State and federal DOT rules and regulations. The need will be determined on a Task Order basis, by County Project Manager. Contractor shall provide to County a copy of its current drug and alcohol policy and any amendments to the County' Project Manager on request.

**SECTION B. TERM:** The term of this Agreement shall commence July 28, 2021 and shall continue through July 27, 2028, unless sooner terminated, as provided herein.

**SECTION C. COMPENSATION:**

**1. Amount of Compensation.**

- a. County shall pay compensation for performance of the Services in an amount not to exceed TWO MILLION DOLLARS (\$2,000,000.00) over the entire Term of this Agreement and which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGRT").
- b. Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and the terms of this Agreement.
- c. There shall be no separately charged reimbursable expenses (e.g., printing, travel, lodging, food, entertainment, etc.) allowed under this Agreement.
- d. Individual task orders that exceed FIFTY THOUSAND DOLLARS (\$50,000.00) shall require BPU approval and task orders that exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) shall also require County Council approval.

2. **Maximum Compensation.** Compensation for both Agreements (AGR21-50a and AGR21-50b) and under this Agreement, shall not exceed a combined total of TWO MILLION DOLLARS (\$2,000,000.00), excluding NMGRT.

3. **Monthly Invoices.** For each properly issued Task Order, Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable for each Task Order. 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 NMGRT 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 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 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 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 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 shall 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 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 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:

Project Manager, DPU  
Incorporated County of Los Alamos  
1000 Central Avenue, Suite 130  
Los Alamos, New Mexico 87544

Contractor:

Patrick Herrera, Managing Member  
Allied 360 Construction, LLC  
PO Box 1913  
Española, New Mexico 87532

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

**SECTION V. 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 enforceable; and (ii) all other provisions of this Agreement shall remain in effect.

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

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

**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**

**ALLIED 360 CONSTRUCTION, A NEW MEXICO LIMITED  
LIABILITY CORPORATION**

BY: \_\_\_\_\_  
**PATRICK HERRERA** **DATE**  
**MANAGING MEMBER**

Exhibit "A"  
Compensation Rate Schedule  
AGR21-50a

							* Material Billed at Cost (invoice reqd.) + Admin./Overhead Cost + Labor Cost = Total Cost						
Work Item	Description	Unit	Estimated Quantity	Material Cost	Admin. Overhead Cost	Labor Cost	Total Cost Year 1	Total Cost Year 2	Total Cost Year 3	Total Cost Year 4	Total Cost Year 5	Total Cost Year 6	Total Cost Year 7
<b>REMOVING AND REPLACING PAVEMENT, CONCRETE WORK ITEMS</b>													
1	Mobilization (One Way Mileage from Home Office)	LS	LS				By Task	By Task	By Task	By Task	By Task	By Task	By Task
2	Traffic Control Complete	LS	LS				By Task	By Task	By Task	By Task	By Task	By Task	By Task
3	Asphalt Surfacing Removal & Disposal (Up to 3") (incl. existing base course)	SY	450				\$4.50	\$4.73	\$4.91	\$5.11	\$5.11	\$5.47	\$5.47
4	Asphalt Surface Removal & Disposal (3" or more) (incl. existing base course)	SY	450				\$4.75	\$4.99	\$5.19	\$5.39	\$5.39	\$5.77	\$5.77
5	Unclassified Excavation (Up to 1ft Depth) (Incl. suitable material)	SY	450				\$18.00	\$18.90	\$19.66	\$20.44	\$20.44	\$21.87	\$21.87
6	Unclassified Excavation (1ft to 3ft) (Incl. suitable material)	SY	450				\$25.00	\$26.25	\$27.30	\$28.39	\$28.39	\$30.38	\$30.38
7	Subgrade Preparation @95%, incl. asphalt, sidewalk	SY	450				\$4.75	\$4.99	\$5.19	\$5.39	\$5.39	\$5.77	\$5.77
8	Subgrade Preparation @95% for Curb & Gutter	LF	150				\$4.00	\$4.20	\$4.37	\$4.54	\$4.54	\$4.86	\$4.86
9	Base Course (4" min) (roadway) (95% compaction)	SY	450				\$18.75	\$19.69	\$20.48	\$21.29	\$21.29	\$22.78	\$22.78
10	Base Course (6" min) (roadway) (95% compaction)	SY	450				\$20.00	\$21.00	\$21.84	\$22.71	\$22.71	\$24.30	\$24.30
11	Base Course (8" min) (roadway) (95% compaction)	SY	450				\$23.00	\$24.15	\$25.12	\$26.12	\$26.12	\$27.95	\$27.95
12	HMA COMPLETE 3" (placement, incl. sawcut, compaction to 95% ), per Section A.1.f of this Agreement	SY	250				\$39.00	\$40.95	\$42.59	\$44.29	\$44.29	\$47.39	\$47.39
13	HMA COMPLETE (per each inch over 3") (placement, incl. sawcut, compaction to 95%, and tack material	SY/IN	250				\$45.00	\$47.25	\$49.14	\$51.11	\$51.11	\$54.68	\$54.68

Services Agreement No. AGR21-50a  
Allied 360 Construction, LLC

	between lifts) Per Section A.1.f of this Agreement												
14	Curb & gutter (standard 6"x18") removal/disposal & replacement (incl. existing base), and neat saw cut, new base course (4"), (Incl. 95% compaction)	SY	10				\$55.00	\$57.75	\$60.06	\$62.46	\$62.46	\$66.83	\$66.83
15	Curb & gutter (standard 6"x24") removal/disposal & replacement (incl. existing base), and neat saw cut, new base course (4"), (Incl. 95% compaction)	LF	150				\$35.50	\$37.28	\$38.77	\$40.32	\$40.32	\$43.14	\$43.14
16	Curb & gutter (6"x30") removal/disposal & replacement (incl. existing base), and neat saw cut, new base course (4"), (Incl. 95% compaction)	LF	150				\$46.00	\$48.30	\$50.23	\$52.24	\$52.24	\$55.90	\$55.90
17	Curb & gutter (8"x24") removal/disposal & replacement (incl. existing base), and neat saw cut, new base course (4"), (Incl. 95% compaction)	LF	150				\$58.00	\$60.90	\$63.34	\$65.87	\$65.87	\$70.48	\$70.48
18	Curb & gutter (8"x30") removal/disposal & replacement (incl. existing base), and neat saw cut, new base course (4"), (Incl. 95% compaction)	LF	150				\$46.50	\$48.33	\$50.78	\$52.81	\$52.81	\$56.51	\$56.51
19	Curb & gutter (Mountable type 4"x24") removal/disposal & replacement (incl. existing base), and neat saw cut, new base course (4"), (Incl. 95% compaction)	LF	150				\$58.50	\$61.43	\$63.88	\$66.44	\$66.44	\$71.09	\$71.09
20	Curb & gutter (Mountable type 4"x30") removal/disposal & replacement (incl. existing base), and neat saw cut, new base course (4"), (Incl. 95% compaction)	LF	150				\$39.00	\$40.95	\$42.59	\$44.29	\$44.29	\$47.39	\$47.39
21	Curb & gutter (Mountable type 4"x30") removal/disposal (Incl. 95% Compaction)	LF	150				\$40.50	\$42.53	\$44.23	\$46.00	\$46.00	\$49.21	\$49.21
22	Concrete Collars 8" min. 4000 PSI with fiber	SY	8				\$200.00	\$210.00	\$218.00	\$227.14	\$227.14	\$243.04	\$243.04
23	Remove and Re-set Existing Manhole Frame & Cover	EA	5				\$1,300.00	\$1,365.00	\$1,419.60	\$1,476.38	\$1,476.38	\$1,579.73	\$1,579.73

24	Remove Existing Manhole Frame & Cover, Replace with new Standard Frame & Cover	EA	5				\$1,400.00	\$1,470.00	\$1,528.80	\$1,589.95	\$1,589.95	\$1,701.25	\$1,701.25
25	Potholing to verify existing utilities up to 5' deep	EA	20				\$400.00	\$420.00	\$436.80	\$454.27	\$454.27	\$486.07	\$486.07
26	Potholing to verify existing utilities up to 5' to 10' deep	EA	20				\$780.00	\$819.00	\$851.76	\$885.83	\$885.83	\$947.84	\$947.84
27	Hydro Excavation	Per Day	3				\$3,000.00	\$3,150.00	\$3,276.00	\$3,407.04	\$3,407.04	\$3,645.53	\$3,645.53
<b>TRENCH EXCAVATION AND BACKFILL WORK ITEMS</b>													
28	Soil trenching, backfill, and compaction to 95% to 6' depth by 2' wide	LF	1000				\$8.00	\$8.40	\$8.74	\$9.09	\$9.09	\$9.72	\$9.72
29	Soil trenching, backfill, and compaction to 95% to 6'-10' depth by 2' wide	LF	1000				\$11.00	\$11.55	\$12.01	\$12.49	\$12.49	\$13.37	\$13.37
30	Soil trenching, backfill, and compaction to 95% to 10'-14' depth by 2' wide	LF	200				\$95.00	\$99.75	\$103.74	\$107.89	\$107.89	\$115.44	\$115.44
31	Soil Excavation for structure (Incl. backfill, and compaction to 95%; 10'-14')	CY	2000				\$44.00	\$46.20	\$48.05	\$49.97	\$49.97	\$53.47	\$53.47
32	Tuff trenching, backfill, and compaction to 95% to 6' depth by 2' wide	LF	1000				\$68.75	\$72.19	\$75.08	\$78.08	\$78.08	\$83.54	\$83.54
33	Tuff trenching, backfill, and compaction to 95% to 6'-10' depth by 2' wide	LF	600				\$96.00	\$100.80	\$104.83	\$109.03	\$109.03	\$116.66	\$116.66
34	Tuff trenching, backfill, and compaction to 95% to 10'-14' depth by 2' wide	LF	200				\$98.00	\$102.90	\$107.02	\$111.30	\$111.30	\$119.09	\$119.09
35	Hard rock trenching, backfill, and compaction to 95% to 6' depth by 2' wide	LF	100				\$96.00	\$100.80	\$104.83	\$109.03	\$109.03	\$116.66	\$116.66
36	Hard rock trenching, backfill, and compaction to 95% to 6'-10' depth by 2' wide	LF	100				\$14.00	\$14.70	\$15.29	\$15.90	\$15.90	\$17.01	\$17.01
37	Hard rock trenching, backfill, and compaction to 95% to 10'-14' depth by 2' wide	LF	50				\$14.00	\$14.70	\$15.29	\$15.90	\$15.90	\$17.01	\$17.01
<b>WATER WORK ITEMS</b>													
38	Furnish and Install: 6" PVC waterline (C900, DR-18) including pipe, bedding material, 10 ga. solid locate wire & warning tape	LF	800				\$27.00	\$28.35	\$29.48	\$30.66	\$30.66	\$32.81	\$32.81

39	Furnish and Install: 8" PVC waterline (C900, DR-18) including pipe, bedding material, 10 ga. solid locate wire & warning tape	LF	800				\$32.00	\$33.60	\$34.94	\$36.34	\$36.34	\$38.89	\$38.89
40	Furnish and Install: 10" PVC waterline (C900, DR-18) including pipe, bedding material, 10 ga. solid locate wire & warning tape	LF	200				\$40.00	\$42.00	\$43.68	\$45.43	\$45.43	\$48.61	\$48.61
41	Furnish and Install: 12" PVC waterline (C900, DR-18) including pipe, bedding material, 10 ga. solid locate wire & warning tape	LF	200				\$48.00	\$50.40	\$52.42	\$54.51	\$54.51	\$58.33	\$58.33
42	Furnish and Install: 6" Ductile Iron waterline (Class 350 lined) including pipe, bedding material, poly wrap, 10 ga. solid locate wire & warning tape	LF	400				\$26.00	\$27.30	\$28.39	\$29.53	\$29.53	\$31.59	\$31.59
43	Furnish and Install: 8" Ductile Iron waterline (Class 350 lined) including pipe, poly wrap, bedding material, 10 ga. solid locate wire & warning tape	LF	400				\$34.00	\$35.70	\$37.13	\$38.61	\$38.61	\$41.32	\$41.32
44	Furnish and Install: 10" Ductile Iron waterline (Class 350 lined) including pipe, poly wrap, bedding material, 10 ga. solid locate wire & warning tape	LF	400				\$42.00	\$44.10	\$45.86	\$47.70	\$47.70	\$51.04	\$51.04
45	Furnish and Install: 12" Ductile Iron waterline (Class 350 lined) including pipe, poly wrap, bedding material, 10 ga. solid locate wire & warning tape	LF	200				\$50.00	\$52.50	\$54.60	\$56.78	\$56.78	\$60.76	\$60.76
46	Furnish and Install: 14" Ductile Iron waterline Class 250 lined) including pipe, poly wrap, bedding material, 10 ga. solid locate wire & warning tape	LF	200				\$55.00	\$57.75	\$60.06	\$62.46	\$62.46	\$66.83	\$66.83
47	Furnish and Install: 16" Ductile Iron waterline (Class 250 lined) including pipe, poly wrap, bedding material, 10 ga. solid locate wire & warning tape	LF	200				\$56.00	\$58.80	\$61.15	\$63.60	\$63.60	\$68.05	\$68.05
48	Hydrostatic test and disinfect newly installed water main per AWWA C652; Each test section up to 2,640 LF.	EA	6				\$800.00	\$840.00	\$873.60	\$908.54	\$908.54	\$972.14	\$972.14
49	Furnish and Install Ductile Iron Fittings	LB	3000				\$5.25	\$5.51	\$5.73	\$5.96	\$5.96	\$6.38	\$6.38
50	Furnish and Install: 6" gate valve, including valve box & concrete collar	EA	10				\$3,077.00	\$3,230.85	\$3,360.08	\$3,494.49	\$3,494.49	\$3,739.10	\$3,739.10
51	Furnish and Install: 8" gate valve, including valve box & concrete collar	EA	10				\$3,539.00	\$3,715.95	\$3,864.59	\$4,019.17	\$4,019.17	\$4,300.51	\$4,300.51

52	Furnish and Install: 10" gate valve, including valve box & concrete collar	EA	4				\$4,050.00	\$4,252.50	\$4,422.60	\$4,599.50	\$4,599.50	\$4,921.47	\$4,921.47
53	Furnish and Install: 12" gate valve, including valve box & concrete collar	EA	4				\$4,600.00	\$4,830.00	\$5,023.20	\$5,224.13	\$5,224.13	\$5,589.82	\$5,589.82
54	Furnish and Install: 14" gate valve, including valve box & concrete collar	EA	4				\$5,200.00	\$5,460.00	\$5,678.40	\$5,905.54	\$5,905.54	\$6,318.92	\$6,318.92
55	Furnish and Install: 16" gate valve, including valve box & concrete collar	EA	4				\$5,990.00	\$6,289.50	\$6,541.08	\$6,802.72	\$6,802.72	\$7,278.91	\$7,278.91
56	Fire hydrant, including valve, valve box & concrete collar, excavation, up to 20' 6" Ductile Iron waterline including pipe, restraints, poly wrap, hydrostatic testing, disinfection, 10 ga. solid locate wire & warning tape	EA	6				\$7,800.00	\$8,190.00	\$8,517.60	\$8,858.30	\$8,858.30	\$9,478.39	\$9,478.39
57	6" MJ Restraint Gland by EBBA Iron	EA	20				\$300.00	\$315.00	\$327.60	\$340.70	\$340.70	\$364.55	\$364.55
58	8" MJ Restraint Gland by EBBA Iron	EA	20				\$400.00	\$420.00	\$436.80	\$454.27	\$454.27	\$486.07	\$486.07
59	10" MJ Restraint Gland by EBBA Iron	EA	10				\$500.00	\$525.00	\$546.00	\$567.84	\$567.84	\$607.59	\$607.59
60	12" MJ Restraint Gland by EBBA Iron	EA	10				\$600.00	\$630.00	\$655.20	\$681.41	\$681.41	\$729.11	\$729.11
61	14" MJ Restraint Gland by EBBA Iron	EA	10				\$750.00	\$787.50	\$819.00	\$851.76	\$851.76	\$911.38	\$911.38
62	16" MJ Restraint Gland by EBBA Iron	EA	10				\$850.00	\$892.50	\$928.20	\$965.33	\$965.33	\$1,032.90	\$1,032.90
63	6" bell restraint harness by EBBA Iron	EA	20				\$375.00	\$393.75	\$409.50	\$425.88	\$425.88	\$455.69	\$455.69
64	8" bell restraint harness by EBBA Iron	EA	20				\$475.00	\$498.75	\$518.70	\$539.45	\$539.45	\$577.21	\$577.21
65	10" bell restraint harness by EBBA Iron	EA	10				\$575.00	\$603.75	\$627.90	\$653.02	\$653.02	\$698.73	\$698.73
66	12" bell restraint harness by EBBA Iron	EA	10				\$675.00	\$708.75	\$737.10	\$766.58	\$766.58	\$820.24	\$820.24
67	14" bell restraint harness by EBBA Iron	EA	10				\$775.00	\$813.75	\$846.30	\$880.15	\$880.15	\$941.76	\$941.76
68	16" bell restraint harness by EBBA Iron	EA	10				\$800.00	\$840.00	\$873.60	\$908.54	\$908.54	\$972.14	\$972.14
69	6" pressure connection to existing main, including tapping sleeve, tap, tapping valve, valve box and associated excavation.	EA	3				\$3,077.00	\$3,230.85	\$3,360.08	\$3,494.49	\$3,494.49	\$3,739.10	\$3,739.10

70	8" pressure connection to existing main, including tapping sleeve, tap, tapping valve, valve box and associated excavation.	EA	3				\$3,450.00	\$3,622.50	\$3,767.40	\$3,918.10	\$3,918.10	\$4,192.36	\$4,192.36
71	1" cross-linked polyethylene (PEX) tubing, 10 ga. solid locate wire & warning tape complete in place including 36" deep trench, bedding, backfill and compaction in soil.	LF	200				\$17.00	\$17.85	\$18.56	\$19.31	\$19.31	\$20.66	\$20.66
72	1-1/2" cross-linked polyethylene (PEX) tubing, 10 ga. solid locate wire & warning tape complete in place including 36" deep trench, bedding, backfill and compaction in tuff.	LF	200				\$18.00	\$18.90	\$19.66	\$20.44	\$20.44	\$21.87	\$21.87
73	2" cross-linked polyethylene (PEX) tubing, 10 ga. solid locate wire & warning tape complete in place including 36" deep trench, bedding, backfill and compaction in tuff.	LF	200				\$22.00	\$23.10	\$24.02	\$24.98	\$24.98	\$26.73	\$26.73
74	3/4" x 5/8" single water service complete in place including saddle, tap, corporation, 40' of 1" PEX tubing, curb valve, meter can, lid and all excavation including trench/backfill for 40' of 1" PEX.	EA	10				\$3,200.00	\$3,360.00	\$3,494.40	\$3,634.18	\$3,634.18	\$3,888.57	\$3,888.57
75	3/4" x 5/8" double water service complete in place including saddles, taps, corporations, 40' of 1-1/2" PEX tubing, curb valves, meter can, lid and all excavation including trench/backfill for 40' of 1-1/2" PEX.	EA	5				\$3,450.00	\$3,622.50	\$3,767.40	\$3,918.10	\$3,918.10	\$4,192.36	\$4,192.36
76	3/4" x 5/8" double water service complete in place including saddles, taps, corporations, 40' of 1-1/2" PEX tubing, curb valves, meter can, lid and all excavation including trench/backfill for 40' of 1-1/2" PEX.	EA	6				\$3,450.00	\$3,622.50	\$3,767.40	\$3,918.10	\$3,918.10	\$4,192.36	\$4,192.36
77	1" single water service complete in place including saddle, tap, corporation, 40' of 1", 1-1/2" or 2" PEX tubing, curb valve, meter can, lid and all excavation including trench/backfill for 40' of 1", 1-1/2" or 2" PEX.	EA	3				\$3,450.00	\$3,622.50	\$3,767.40	\$3,918.10	\$3,918.10	\$4,192.36	\$4,192.36

78	1" double water service complete in place including saddles, taps, corporations, 40' of 1-1/2" or 2" PEX tubing, curb valves, meter can, lid and all excavation including trench/backfill for 40' of 1-1/2" or 2" PEX.	EA	3				\$3,850.00	\$4,042.50	\$4,204.20	\$4,372.37	\$4,372.37	\$4,678.43	\$4,678.43
79	1-1/2" or 2" single water service complete in place including saddle, tap, corporation, 40' of 1-1/2" or 2" PEX tubing, curb valve, meter can, lid and all excavation including trench/backfill for 40' of 1-1/2" or 2" PEX.	EA	2				\$3,850.00	\$4,042.50	\$4,204.20	\$4,372.37	\$4,372.37	\$4,678.43	\$4,678.43
80	Furnish & install 8.5 x 9 x 6.25 (interior dimensions) reinforced concrete vault, incl. excavation, subgrade preparation, gravel bedding, backfill and compaction to 95%. H20 top & lid.	EA	3				\$10,000.00	\$10,500.00	\$10,920.00	\$11,356.80	\$11,356.80	\$12,151.78	\$12,151.78
81	Furnish & install reinforced & drive-rated water meter can top/lid per LAC-DPU standard detail 6007.	EA	3				\$200.00	\$210.00	\$218.40	\$227.14	\$227.14	\$243.04	\$243.04
<b>SEWER WORK ITEMS</b>													
82	Furnish and Install: 4" PVC Schedule 40 sewer line including fittings, testing, bedding and warning tape	LF	400				\$27.00	\$28.35	\$29.48	\$30.66	\$30.66	\$32.81	\$32.81
83	Furnish and Install: 6" SDR 35 PVC sewer line including fittings, testing, bedding and warning tape	LF	400				\$30.00	\$31.50	\$32.76	\$34.07	\$34.07	\$36.46	\$36.46
84	Furnish and Install: 8" SDR 35 PVC sewer line including fittings, testing, bedding and warning tape	LF	1200				\$37.50	\$39.38	\$40.95	\$42.59	\$42.59	\$45.57	\$45.57
85	4' diameter manhole: 4' to 8' depth complete in place per LACU standard, including excavation, backfill, compaction to 95% and testing; reinforced concrete.	EA	12				\$5,800.00	\$6,090.00	\$6,333.60	\$6,586.94	\$6,586.94	\$7,048.03	\$7,048.03
86	4' diameter manhole: 8' to 12' depth complete in place per LACU standard, including excavation, backfill, compaction to 95% and testing; reinforced concrete.	EA	12				\$10,500.00	\$11,025.00	\$11,466.00	\$11,924.64	\$11,924.64	\$12,759.36	\$12,759.36
87	4' diameter manhole: 12' to 16' depth complete in place per LACU standard, including excavation,	EA	4				\$16,200.00	\$17,010.00	\$17,690.40	\$18,398.02	\$18,398.02	\$19,685.88	\$19,685.88

	backfill, compaction to 95% and testing; reinforced concrete.												
88	Abandon existing manhole up to 6' deep. Remove & dispose manhole base, walls, lids and cover. Cap pipes to be abandoned in place with concrete. Backfill to existing grade at 95% compaction.	EA	10				\$4,900.00	\$5,145.00	\$5,350.80	\$5,564.83	\$5,564.83	\$5,954.37	\$5,954.37
89	Abandon existing manhole greater than 6' deep. Remove & dispose top 6' of manhole. Cap pipes to be abandoned in place with concrete. Fill remaining manhole section and backfill to existing grade at 95% compaction.	EA	10				\$4,900.00	\$5,145.00	\$5,350.80	\$5,564.83	\$5,564.83	\$5,954.37	\$5,954.37
90	Abandon sewer main in place. Fill pipe to be abandoned with flowable fill per NMSHTD Standard Specification for Highway and Bridge Construction, Section 516.	CY	20				\$275.00	\$288.75	\$300.30	\$312.31	\$312.31	\$334.17	\$334.17
91	4" sewer lateral complete in place including saddle/tee, tap, up to 40' of 4" PVC, clean out and all excavation including pipe trench, for mains up to 8' depth.	EA	10				\$3,650.00	\$3,832.50	\$3,985.80	\$4,145.23	\$4,145.23	\$4,435.40	\$4,435.40
92	4" sewer lateral complete in place including saddle/tee, tap, up to 40' of 4" PVC, clean out and all excavation including pipe trench, for mains greater than 8' depth.	EA	10				\$4,200.00	\$4,410.00	\$4,586.40	\$4,769.86	\$4,769.86	\$5,103.75	\$5,103.75
93	Install 4" Clean-out in existing line, including piping & fittings up to 8' depth excavation	EA	10				\$4,000.00	\$4,200.00	\$4,368.00	\$4,542.72	\$4,542.72	\$4,860.71	\$4,860.71
94	Install 4" Clean-out in existing line, including piping & fittings greater than 8' depth excavation.	EA	10				\$8,000.00	\$8,400.00	\$8,736.00	\$9,085.44	\$9,085.44	\$9,721.42	\$9,721.42
ELECTRIC WORK ITEMS													
95	Furnish And Install 1-1/2", 1" or 3/4" Schedule 40 PVC Electric Conduit Including elbows, junction boxes and Warning Tape.	LF	500				\$12.00	\$12.60	\$13.10	\$13.63	\$13.63	\$14.58	\$14.58
96	Furnish And Install 2" Schedule 40 PVC Electric Conduit Including Warning Tape	LF	2000				\$14.50	\$15.23	\$15.83	\$16.47	\$16.47	\$17.62	\$17.62

96	Furnish And Install 3" Schedule 40 PVC Electric Conduit Including Warning Tape	LF	500				\$26.50	\$27.83	\$28.94	\$30.10	\$30.10	\$32.20	\$32.20
97	Furnish And Install 4" Schedule 40 PVC Electric Conduit Including Warning Tape	LF	2000				\$28.00	\$29.40	\$30.58	\$31.80	\$31.80	\$34.02	\$34.02
98	Furnish And Install 6" Schedule 40 PVC Electric Conduit Including Warning Tape	LF	2000				\$70.00	\$73.50	\$76.44	\$79.50	\$79.50	\$85.06	\$85.06
99	Install <b>(Owner Furnished)</b> 2" Schedule 40 PVC Electric Conduit Including Warning Tape	LF	1000				\$7.63	\$8.01	\$8.33	\$8.67	\$8.67	\$9.27	\$9.27
100	Install <b>(Owner Furnished)</b> 3" Schedule 40 PVC Electric Conduit Including Warning Tape	LF	1000				\$9.13	\$9.59	\$9.97	\$10.37	\$10.37	\$11.09	\$11.09
101	Install <b>(Owner Furnished)</b> 4" Schedule 40 PVC Electric Conduit Including Warning Tape	LF	10000				\$22.50	\$23.63	\$24.57	\$25.55	\$25.55	\$27.34	\$27.34
102	Install <b>(Owner Furnished)</b> 6" Schedule 40 PVC Electric Conduit Including Warning Tape	LF	10000				\$31.25	\$32.81	\$34.13	\$35.49	\$35.49	\$37.97	\$37.97
103	Trench In Soil, 6" Wide x 48" Deep For Electric Conduit. Sand Bedding, Backfill, Compaction To 95%	LF	4000				\$26.00	\$27.30	\$28.39	\$29.53	\$29.53	\$31.59	\$31.59
104	Trench In Tuff, 6" Wide x 48" Deep For Electric Conduit. Sand Bedding, Backfill, Compaction To 95%	LF	4000				\$27.00	\$28.35	\$29.48	\$30.66	\$30.66	\$32.81	\$32.81
105	Trench In Soil, 12" Wide x 48" Deep For Electric Conduit. Sand Bedding, Backfill, Compaction To 95%	LF	4000				\$29.00	\$30.45	\$31.67	\$32.93	\$32.93	\$35.24	\$35.24
106	Trench In Tuff, 12" Wide x 48" Deep For Electric Conduit. Sand Bedding, Backfill, Compaction To 95%	LF	4000				\$29.00	\$30.45	\$31.67	\$32.93	\$32.93	\$35.24	\$35.24
107	Trench In Soil, 6" Wide x 36" Deep For Electric Conduit. Sand Bedding, Backfill, Compaction To 95%	LF	2000				\$25.00	\$26.25	\$27.30	\$28.39	\$28.39	\$30.38	\$30.38
108	Trench In Tuff, 6" Wide x 36" Deep For Electric Conduit. Sand Bedding, Backfill, Compaction To 95%	LF	2000				\$27.00	\$28.35	\$29.48	\$30.66	\$30.66	\$32.81	\$32.81
109	Trench In Soil, 12" Wide x 36" Deep For Electric Conduit. Sand Bedding, Backfill, Compaction To 95%	LF	2000				\$29.00	\$30.45	\$31.67	\$32.93	\$32.93	\$35.24	\$35.24
110	Trench In tuff, 12" Wide x 36" Deep For Electric Conduit. Sand Bedding, Backfill, Compaction To 95%	LF	1000				\$29.00	\$30.45	\$31.67	\$32.93	\$32.93	\$35.24	\$35.24
111	Furnish and install 2" Schedule 40 PVC 90 degree elbow	EA	25				\$35.00	\$36.75	\$38.22	\$39.75	\$39.75	\$42.53	\$42.53

112	Furnish and install 3" Schedule 40 PVC 90 degree elbow	EA	25			\$45.00	\$47.25	\$49.14	\$51.11	\$51.11	\$54.68	\$54.68
113	Furnish and install 4" Schedule 40 PVC 90 degree elbow	EA	25			\$55.00	\$57.75	\$60.06	\$62.46	\$62.46	\$66.83	\$66.83
114	Furnish and install 4" galvanized 90 degree elbow with galvanized couplings	EA	15			\$100.00	\$105.00	\$109.20	\$113.57	\$113.57	\$121.52	\$121.52
115	Furnish and install 6" galvanized 90 degree elbow with galvanized couplings	EA	25			\$150.00	\$157.50	\$163.80	\$170.35	\$170.35	\$182.28	\$182.28
116	Furnish and Install Flowable Fill per NMSHTD Standard Specification for Highway and Bridge Construction, Section 516.	CY	100			\$186.00	\$195.30	\$203.11	\$211.24	\$211.24	\$226.02	\$226.02
117	Install transformer pad <b>(provided by owner)</b> including subgrade preparation, compaction to 95% and setting conduit inside pad.	EA	10			\$3,200.00	\$3,360.00	\$3,494.00	\$3,634.18	\$3,634.18	\$3,888.57	\$3,888.57
118	Install switch pad <b>(provided by owner)</b> including subgrade preparation, compaction to 95% and setting conduit inside pad.	EA	10			\$3,200.00	\$3,360.00	\$3,494.00	\$3,634.18	\$3,634.18	\$3,888.57	\$3,888.57
119	Install 6'x7'x8' concrete vault <b>(provided by owner)</b> including excavation, subgrade preparation, gravel bedding, backfill, compaction to 95% and setting conduit into vault.	EA	8			\$8,000.00	\$8,400.00	\$8,736.00	\$9,085.44	\$9,085.44	\$9,721.42	\$9,721.42
120	Install 4'x6'x4' concrete vault <b>(provided by owner)</b> including excavation, subgrade preparation, gravel bedding, backfill, compaction to 95% and setting conduit into vault.	EA	12			\$600.00	\$630.00	\$655.20	\$681.41	\$681.41	\$729.11	\$729.11
121	Install 4'x4'x4' composite vault <b>(provided by owner)</b> including excavation, subgrade preparation, gravel bedding, backfill, compaction to 95% and setting conduit into vault.	EA	12			\$5,500.00	\$5,775.00	\$6,006.00	\$6,246.24	\$6,246.24	\$6,683.48	\$6,683.48
<b>HORIZONTAL DIRECTIONAL DRILL WORK ITEMS</b>												
122	Horizontal directional drill in soil or tuff and install up to 2" - 4" water/sewer/gas pipe or conduit in bored hole. Pipe cost not included.	LF	2000			\$150.00	\$157.50	\$163.80	\$170.35	\$170.35	\$182.28	\$182.28
123	Horizontal directional drill in soil or tuff and install 6" to 8" water/sewer/gas pipe or conduit in bored hole. Pipe cost not included.	LF	100			\$185.00	\$194.25	\$202.02	\$210.10	\$210.10	\$224.81	\$224.81

124	Horizontal directional drill in tuff and install 10" to 12" water or sewer pipe in bored hole. Pipe cost not included.	LF	500				\$225.00	\$236.25	\$245.70	\$255.53	\$255.53	\$273.41	\$273.41
<b>GAS WORK ITEMS</b>													
125	Furnish and Install: 2" MDPE gasline including pipe, bends, fittings, bedding material, 10 ga. solid locate wire & warning tape	LF	600				\$33.00	\$34.65	\$36.04	\$37.48	\$37.48	\$40.10	\$40.10
126	Furnish and Install: 4" MDPE gasline including pipe, bends, fittings, bedding material, 10 ga. solid locate wire & warning tape	LF	1000				\$49.00	\$51.45	\$53.51	\$55.65	\$55.65	\$59.54	\$59.54
127	Furnish and Install: 6" MDPE gasline including pipe, bends, fittings, bedding material, 10 ga. solid locate wire & warning tape	LF	400				\$66.00	\$69.30	\$72.07	\$74.95	\$74.95	\$80.20	\$80.20
128	Furnish and Install: 2" HDPE gasline including pipe, bends, fittings, bedding material, 10 ga. solid locate wire & warning tape	LF	400				\$33.00	\$34.65	\$36.04	\$37.48	\$37.48	\$40.10	\$40.10
129	Furnish and Install: 4" HDPE gasline including pipe, bends, fittings, bedding material, 10 ga. solid locate wire & warning tape	LF	600				\$49.00	\$51.45	\$53.51	\$55.65	\$55.65	\$59.54	\$59.54
130	Furnish and Install: 6" HDPE gasline including pipe, bends, fittings, bedding material, 10 ga. solid locate wire & warning tape	LF	400				\$66.00	\$69.30	\$72.07	\$74.95	\$74.95	\$80.20	\$80.20
131	Furnish and Install: 8" HDPE gasline including pipe, bends, fittings, bedding material, 10 ga. solid locate wire & warning tape	LF	600				\$90.00	\$94.50	\$98.28	\$102.11	\$102.11	\$109.37	\$109.37
132	Furnish and Install: 2" MDPE Valve including valve box and concrete collar.	EA	10				\$1,450.00	\$1,522.50	\$1,583.40	\$1,646.74	\$1,646.74	\$1,762.01	\$1,762.01
133	Furnish and Install: 4" MDPE Valve including valve box and concrete collar.	EA	10				\$2,575.00	\$2,703.75	\$2,811.90	\$2,924.38	\$2,924.38	\$3,129.08	\$3,129.08
134	Furnish and Install: 6" MDPE Valve including valve box and concrete collar.	EA	4				\$4,500.00	\$4,725.00	\$4,914.00	\$5,110.65	\$5,110.65	\$5,468.30	\$5,468.30

135	Furnish and Install: 8" MDPE Valve including valve box and concrete collar.	EA	4				\$6,500.00	\$6,825.00	\$7,098.00	\$7,381.92	\$7,381.92	\$7,898.65	\$7,898.65
136	Furnish and Install: 2" HDPE Valve including valve box and concrete collar.	EA	5				\$995.00	\$1,044.75	\$1,086.54	\$1,130.00	\$1,130.00	\$1,209.10	\$1,209.10
137	Furnish and Install: 4" HDPE Valve including valve box and concrete collar.	EA	5				\$1,885.00	\$1,979.25	\$2,058.42	\$2,140.76	\$2,140.76	\$2,290.61	\$2,290.61
138	Furnish and Install: 6" HDPE Valve including valve box and concrete collar.	EA	2				\$6,700.00	\$7,035.00	\$7,316.40	\$7,609.06	\$7,609.06	\$8,141.69	\$8,141.69
139	Furnish and Install: 8" HDPE Valve including valve box and concrete collar.	EA	2				\$7,100.00	\$7,455.00	\$7,753.20	\$8,063.33	\$8,063.33	\$8,627.76	\$8,627.76
140	Furnish and Install: 3/4" Excess Flow Valve	EA	10				\$150.00	\$157.50	\$163.80	\$170.35	\$170.35	\$182.28	\$182.28
141	Furnish and Install: 1" Excess Flow Valve	EA	5				\$175.00	\$183.75	\$191.10	\$198.74	\$198.74	\$212.66	\$212.66
142	Furnish and Install: 1-1/4" Excess Flow Valve	EA	2				\$218.00	\$228.90	\$238.06	\$247.58	\$247.58	\$264.91	\$264.91
143	Furnish and Install: 1" Curbstop Valve including valve box and concrete collar.	EA	10				\$940.00	\$987.00	\$1,026.48	\$1,067.54	\$1,067.54	\$1,142.27	\$1,142.27
144	Furnish and Install: 1-1/2" Curbstop Valve including valve box and concrete collar.	EA	5				\$1,350.00	\$1,417.50	\$1,474.20	\$1,533.17	\$1,533.17	\$1,640.49	\$1,640.49
145	Furnish and Install: 2" Curbstop Valve including valve box and concrete collar.	EA	2				\$1,800.00	\$1,890.00	\$1,965.60	\$2,044.22	\$2,044.22	\$2,187.32	\$2,187.32
146	Pressure test and pig newly installed gas main per LACU specifications.	EA	12				\$2,000.00	\$2,100.00	\$2,184.00	\$2,271.36	\$2,271.36	\$2,430.36	\$2,430.36
147	Pressure test existing or newly installed service lines per LACU specifications.	EA	12				\$1,200.00	\$1,260.00	\$1,310.40	\$1,362.82	\$1,362.82	\$1,458.21	\$1,458.21
148	Furnish and Install: 2" MDPE Electro-Fusion Coupling.	EA	240				\$32.00	\$33.60	\$34.94	\$36.34	\$36.34	\$38.89	\$38.89
149	Furnish and Install: 4" MDPE Electro-Fusion Coupling.	EA	240				\$64.00	\$67.20	\$69.89	\$72.68	\$72.68	\$77.77	\$77.77
150	Furnish and Install: 6" MDPE Electro-Fusion Coupling.	EA	240				\$94.00	\$98.70	\$102.65	\$106.75	\$106.75	\$114.23	\$114.23
151	Furnish and Install: 4" HDPE Electro-Fusion Coupling.	EA	240				\$37.00	\$38.85	\$40.40	\$42.02	\$42.02	\$44.96	\$44.96
152	Furnish and Install: 6" HDPE Electro-Fusion Coupling.	EA	240				\$69.00	\$72.45	\$75.35	\$78.36	\$78.36	\$83.85	\$83.85
153	Furnish and Install: 8" HDPE Electro-Fusion Coupling.	EA	240				\$100.00	\$105.00	\$109.20	\$113.57	\$113.57	\$121.52	\$121.52

Services Agreement No. AGR21-50a

Allied 360 Construction, LLC

20

Page 80 of 208

HOURLY WORK ITEMS													
154	Other work not applicable above in unit prices for foreman/superintendent	HR	200				\$95.00	\$99.75	\$103.74	\$107.89	\$107.89	\$115.44	\$115.44
155	Other work not applicable above in unit prices for laborer	HR	500				\$66.00	\$69.30	\$72.07	\$74.95	\$74.95	\$80.20	\$80.20
156	Other work not applicable above in unit prices for welder, incl. equipment, materials and supplies.	HR	200				\$130.00	\$136.50	\$141.96	\$147.64	\$147.64	\$157.97	\$157.97
157	Other backhoe excavation work not applicable above in unit prices for backhoe and operator	HR	200				\$95.00	\$99.75	\$103.74	\$107.89	\$107.89	\$115.44	\$115.44
158	Other excavation work not applicable above in unit prices for loader and operator	HR	100				\$111.00	\$116.55	\$121.21	\$126.06	\$126.06	\$134.88	\$134.88
159	Other work not applicable above in unit prices for dump truck and driver	HR	100				\$83.00	\$87.15	\$90.64	\$94.26	\$94.26	\$100.86	\$100.86
160	Other work not applicable above in unit prices for 18-wheel truck/flatbed trailer and driver	HR	40				\$95.00	\$99.75	\$103.74	\$107.89	\$107.89	\$115.44	\$115.44
161	Other work not applicable above in unit prices for a mini-excavator and operator	HR	250				\$115.00	\$120.75	\$125.58	\$130.60	\$130.60	\$139.75	\$139.75
162	Other work not applicable above in unit prices for water truck with driver	HR	40				\$118.00	\$123.90	\$128.86	\$134.01	\$134.01	\$143.39	\$143.39
163	Other excavation work not applicable above in unit prices for 20 to 30-ton track-hoe and operator	HR	60				\$200.00	\$210.00	\$218.40	\$227.14	\$227.14	\$243.04	\$243.04
164	Other excavation work not applicable above in unit prices for D-6 bulldozer and operator	HR	40				\$205.00	\$215.25	\$223.36	\$232.81	\$232.81	\$249.11	\$249.11
165	Other excavation work not applicable above in unit prices for Road Grader and operator	HR	40				\$155.00	\$162.75	\$169.26	\$176.03	\$176.03	\$188.35	\$188.35
166	Other materials not applicable above in unit prices for miscellaneous steel pipe or structural sections incl. fasteners and miscellaneous appurtenances.	LB	2000				\$1.00	\$1.05	\$1.09	\$1.14	\$1.14	\$1.22	\$1.22
167	Class C Hydroseeding per NMDOT Standard Specifications Section 632: Seeding	Acre	5				\$1,800.00	\$1,890.00	\$1,965.60	\$2,044.22	\$2,044.22	\$2,187.32	\$2,187.32
GABION WORK ITEMS													

168	Gabion Basket with Rock Fill; 6 ft X 3 ft X 3 ft (2 CY per Basket); Complete with placement, rock fill, tie wire.	EA	20				\$1,350.00	\$1,417.50	\$1,474.20	\$1,533.17	\$1,533.17	\$1,640.49	\$1,640.49
169	Gabion Basket with Rock Fill; 9 ft X 3 ft X 3 ft (3 CY per Basket); Complete with placement, rock fill, tie wire.	EA	20				\$1,950.00	\$2,047.50	\$2,129.40	\$2,214.58	\$2,214.58	\$2,369.60	\$2,369.60
170	Gabion Basket with Rock Fill; 12 ft X 3 ft X 3 ft (4 CY per Basket); Complete with placement, rock fill, tie wire.	EA	5				\$2,600.00	\$2,730.00	\$2,839.00	\$2,952.77	\$2,952.77	\$3,159.46	\$3,159.46
171	Gabion Basket with Rock Fill; 6 ft X 3 ft X 1.5 ft (1 CY per Basket); Complete with placement, rock fill, tie wire.	EA	10				\$700.00	\$735.00	\$764.40	\$794.98	\$794.98	\$850.62	\$850.62
172	Gabion Basket with Rock Fill; 9 ft X 3 ft X 1.5 ft (1.5 CY per Basket); Complete with placement, rock fill, tie wire.	EA	10				\$1,050.00	\$1,102.50	\$1,146.00	\$1,192.46	\$1,192.46	\$1,275.94	\$1,275.94
173	Gabion Basket with Rock Fill; 12 ft X 3 ft X 1.5 ft (2 CY per Basket); Complete with placement, rock fill, tie wire.	EA	5				\$1,350.00	\$1,417.50	\$1,474.20	\$1,533.70	\$1,533.70	\$1,640.49	\$1,640.49
174	Reno Mattress with Rock Fill; 9 ft X 6 ft X 9 in Thick (1.5 CY per mattress); Complete with placement, rock and tie wire.	EA	5				\$1,000.00	\$1,050.00	\$1,092.00	\$1,135.68	\$1,135.68	\$1,215.18	\$1,215.18
175	GeoTextile Fabric; Tencate Mirafi 140N or Approved Equal; Complete in place.	SY	1500				\$1.85	\$1.94	\$2.02	\$2.10	\$2.10	\$2.25	\$2.25

#### **EXCAVATION CLASS**

##### **DEFINITIONS:**

**HARD ROCK:** MATERIAL REQUIRING SPECIALIZED EQUIPMENT SUCH AS ROCK CUTTERS, TRACK HOES EQUIPPED WITH HAMMERS AND/OR ROCK DRILLS.

**TUFF:** MATERIAL THAT CAN BE READILY TRENCHED WITH A LADDER TRENCHER OR 20 TON TRACK HOE WITH SMALL ROCK BUCKET AT A REASONABLE PRODUCTION CAPACITY.

**SOIL:** MATERIAL THAT CAN BE  
READILY TRENCHED WITH A  
BACKHOE AT A REASONABLE  
PRODUCTION RATE:

Notes:

- "SF" means square feet.
- "SY" means square yard.
- "SY/IN" means square yard per inch.
- "EA" means each.
- "CY" means cubic yards
- "HR" means hour
- "LB" means pounds.
- "LS" means lump sum.

**LEGEND:**

At time of Task Order issuance, the contractor must submit invoices for materials to be billed at actual cost and Fully Loaded Labor cost to install.



Only provide Fully Loaded labor cost for this item.



Cost to be determined by task.  
Traffic Control shall be billed at Quoted cost for time, labor, equipment, engineering, and permit fee prior to Task Order issuance. Mobilization shall be billed on a per Task Order basis.





## 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 **GM Emulsion, LLC**, a New Mexico limited liability corporation ("Contractor"), to be effective for all purposes July 28, 2021.

**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. 21-50 ("RFP") on April 22, 2021, requesting proposals for On-Call Utility Repair Services, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated May 27, 2021 ("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, as part of a multiple source award, approved this Agreement and AGR21-50a, at a public meeting held on July 21, 2021; and

**WHEREAS**, the County Council, as part of a multiple source award, approved this Agreement and AGR21-50a, at a public meeting held on July 27, 2021; and

**WHEREAS**, the aggregate compensation between this Agreement and Agreement AGR21-50a are not to exceed the sum of TWO MILLION DOLLARS, (\$2,000,000.00), excluding New Mexico gross receipts taxes ("NMGR"); 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:**

The following are the services to be provided by the Contractor:

#### **1. General.**

- a. Contractor shall provide construction services ("Services") including utility and public works related infrastructure installation, maintenance, and replacements during the Term of this Agreement on an as-needed basis. The County may, from time to time, request that Contractor provide the Services to other County departments/divisions through written orders from the Department of Public Utilities ("DPU") designated Project Manager.
- b. As provided in **Exhibit "A"**, Contractor shall supply all necessary tools, labor, supervision, coordination and materials as provided in the unit price. Contractor shall also be responsible for obtaining all necessary and applicable local, state, or federal permits. The

prices found in **Exhibit "A"** includes demobilization costs which shall not be billed separately to County.

- c. **Task Orders.** The County's and DPU's project manager ("Project Manager") shall request the Services of Contractor for individual or multiple projects ("Project(s)") through the issuance of written task orders ("Task Order") which specifies the work requested by the County and DPU. The Task Order shall identify the work and Services to be performed by Contractor and a Project timeline for completion of the work and Services. The Contractor shall provide, within ten (10) business days and in writing, a notice of acceptance of the work and any conditions or terms contractor believes it is unable or unwilling to accept. The task order will be adjusted only upon the written agreement of the County after a finding that a change to the task order is necessary and justifiable. Contractor's failure to reasonably estimate the cost of completing the task in the first instance shall not be a justification for modifying the task order. In no event will the total of the maximum amount for all approved task orders exceed the maximum amount of compensation set forth unless modified by County. Modifications to the maximum amount for the task shall be agreed upon prior to continuing. Contractor is authorized to begin work on any particular phase/task only upon receipt of written approval by County. The task order may be as detailed as County finds necessary to assure appropriate oversight of the services to be performed by Contractor. If the Contractor is unable to provide, in the determination of the County and DPU Project Manager, the full scope of the proposed Task Order work, the County or DPU Project Manager may alter, change, modify or cancel the Task Order request.
- d. **Additional Cost Terms.** In addition to the pricing for Services to be provided by Contractor as found in **Exhibit "A"**, the following are additional conditions to Contractor's Services and shall be paid for the actual units installed in accordance with the Rate Schedule (Exhibit "A"). Unit prices in the Rate Schedule are delineated as follows:
- (1) Unit prices include equipment and labor costs.
  - (2) Materials shall be billed by Contractor to County at actual Contractor cost to acquire required material(s).
  - (3) Mobilization shall be billed on a per Task Order basis, approved by County Project Manager prior to Task Order issuance. Mobilization costs allowed include all activities and associated costs for transportation of Contractor's personnel, equipment, and operating supplies to the Task Order site; where applicable, establishment fencing for site yard, buildings, and other necessary general facilities for the Contractor's operations at the site.
  - (4) Traffic Control shall be billed on a per Task Order basis with quoted cost for time, labor, equipment, engineering, and permit fee prior to Task Order issuance. Quote must be approved by County Project Manager prior to Task Order issuance.
  - (5) Pipe installation unit prices do not include trenching which are separate unit price work items.
  - (6) Hourly items are for work not applicable for unit price installation such as maintenance and replacement work.
  - (7) No additional costs shall be allowed for having to work near or installing under or over utilities or structures that are located in accordance with local or State of New Mexico excavation requirements, including but not limited to NMSA Chapter 62, Article 14, or as may be amended.

- (8) Unanticipated events, such as natural phenomena, shall not form the basis for additional compensation to Contractor.
- e. Contractor shall be responsible for all preliminary line locates, ongoing line locates, and excavation permits, traffic control plans, any preliminary exploratory excavation, installation excavation, installation, backfilling, all required bedding, and fill material.
- f. Asphalt and pavement Services shall be performed in accordance with adopted County Public Works Standards and the New Mexico State Highway Department Standard Specifications, latest edition; the most restrictive shall apply. Replacement pavement thickness must match existing pavement. Standards are available on request from the County's Project Manager.
- g. Contractor shall be responsible for the proper removal and disposal of waste material from any Project including, but not limited to, soil, rock, concrete, paving or other waste material related to the Task Order Project.
- h. For each Task-Ordered project, and before facilities are accepted by County as completed, Contractor shall submit to the Project Manager all pertinent test results, accurate as-built (record) drawings, and any other relevant information as requested by the County's Project Manager.
- i. All work shall be in accordance with the Department of Public Utilities Construction Standards dated October 27, 2007 and as may be amended from time to time, or other local, state, or federal applicable standards as specified by the County. A copy of the standards are available on request from the County's Project Manager.
- j. Any progress billing and payment shall be by work item, as provided in Exhibit "A" for actual units installed and accepted by the County's Project Manager in writing.
- k. Contractor shall be paid for the actual units installed and accepted in writing by the County's Project Manager in accordance with the unit prices listed in Exhibit "A," and notes therein.

## **2. Utility On-Call Construction Services Work Items.**

- a. Work Items and estimated quantities are listed in the Rate Schedule set out in Exhibit "A." Contractor shall supply quantities as they are identified for specific assignments on a Task Order basis. County reserves the right, at its sole discretion, to separately quote or bid any utility construction project.
- b. Individual Task Orders which exceed the state prevailing wage threshold shall be subject to a Wage Rate Decision. County shall obtain and provide the Wage Rate Decision and issue it to the Contractor prior to the preparation of the Task Order. Task Order shall be issued by County to Contractor.
- c. Contract Performance and Payment Bonds: When an individual Task Order is awarded in excess of the state prevailing wage threshold, the following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the individual Task Order:
  - (1) A performance bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the County, in an amount equal to 100 percent of the price specified in the individual Task Order; and

- (2) A payment bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the individual Task Order. The bond shall be in an amount equal to 100 percent of the price specified in the individual Task Order.
- 3. Worker Safety; Drug and Alcohol Testing.** Contractor may be required to implement and maintain a drug and alcohol testing program meeting or exceeding local County Code requirements and State and federal DOT rules and regulations. The need will be determined on a Task Order basis, by County Project Manager. Contractor shall provide to County a copy of its current drug and alcohol policy and any amendments to the County' Project Manager on request.

**SECTION B. TERM:** The term of this Agreement shall commence July 28, 2021 and shall continue through July 27, 2028, unless sooner terminated, as provided herein.

**SECTION C. COMPENSATION:**

**1. Amount of Compensation.**

- a. County shall pay compensation for performance of the Services in an amount not to exceed TWO MILLION DOLLARS (\$2,000,000.00) over the entire Term of this Agreement and which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGRT").
- b. Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and the terms of this Agreement.
- c. There shall be no separately charged reimbursable expenses (e.g., printing, travel, lodging, food, entertainment, etc.) allowed under this Agreement.
- d. Individual task orders that exceed FIFTY THOUSAND DOLLARS (\$50,000.00) shall require BPU approval and task orders that exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) shall also require County Council approval.

- 2. Maximum Compensation.** Compensation for both Agreements (AGR21-50a and AGR21-50b) and under this Agreement, shall not exceed a combined total of TWO MILLION DOLLARS (\$2,000,000.00), excluding NMGRT.

- 3. Monthly Invoices.** For each properly issued Task Order, Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable for each Task Order. 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 NMGRT 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 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 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 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 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 shall 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 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 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:

Project Manager, DPU  
Incorporated County of Los Alamos  
1000 Central Avenue, Suite 130  
Los Alamos, New Mexico 87544

Contractor:

Michelle Martinez, President  
GM Emulsion, LLC  
5935 Agua Fria Street  
Santa Fe, New Mexico 87507

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

**SECTION V. 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 enforceable; and (ii) all other provisions of this Agreement shall remain in effect.

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

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

**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**

**GM EMULSION, A NEW MEXICO LIMITED LIABILITY CORPORATION**

**BY:** \_\_\_\_\_  
**NAME: MICHELLE MARTINEZ** **DATE**  
**TITLE: PRESIDENT**

Exhibit "A"  
Compensation Rate Schedule  
AGR21-50b

z													
							* Material Billed at Cost (invoice reqd.) + Admin./Overhead Cost + Labor Cost = Total Cost						
Work Item	Description	Unit	Estimated Quantity	Material Cost	Admin. Overhead Cost	Labor Cost	Total Cost Year 1	Total Cost Year 2	Total Cost Year 3	Total Cost Year 4	Total Cost Year 5	Total Cost Year 6	Total Cost Year 7
<b>REMOVING AND REPLACING PAVEMENT, CONCRETE WORK ITEMS</b>													
1	Mobilization (One Way Mileage from Home Office)	LS	LS				By Task	By Task	By Task	By Task	By Task	By Task	By Task
2	Traffic Control Complete	LS	LS				By Task	By Task	By Task	By Task	By Task	By Task	By Task
3	Asphalt Surfacing Removal & Disposal (Up to 3") (incl. existing base course)	SY	450			\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
4	Asphalt Surface Removal & Disposal (3" or more) (incl. existing base course)	SY	450			\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
5	Unclassified Excavation (Up to 1ft Depth) (Incl. suitable material)	SY	450			\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
6	Unclassified Excavation (1ft to 3ft) (Incl. suitable material)	SY	450			\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
7	Subgrade Preparation @95%, incl. asphalt, sidewalk	SY	450			\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
8	Subgrade Preparation @95% for Curb & Gutter	LF	150			\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
9	Base Course (4" min) (roadway) (95% compaction)	SY	450			\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
10	Base Course (6" min) (roadway) (95% compaction)	SY	450			\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
11	Base Course (8" min) (roadway) (95% compaction)	SY	450			\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
12	HMA COMPLETE 3" (placement, incl. sawcut, compaction to 95%), per Section A.1.f of this Agreement	SY	250		\$150.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
13	HMA COMPLETE (per each inch over 3") (placement, incl. sawcut, compaction to 95%, and tack material between lifts) per Section A.1.f of this Agreement	SY/IN	250		\$150.00	\$31.00	\$31.00	\$31.00	\$31.00	\$31.00	\$31.00	\$31.00	\$31.00

Services Agreement No. AGR21-50b  
GM Emulsion, LLC

14	Curb & gutter (standard 6"x18") removal/disposal & replacement (incl. existing base), and neat saw cut, new base course (4"), (Incl. 95% compaction)	SY	10			\$73.00	\$73.00	\$73.00	\$73.00	\$73.00	\$73.00	\$73.00	\$73.00
15	Curb & gutter (standard 6"x24") removal/disposal & replacement (incl. existing base), and neat saw cut, new base course (4"), (Incl. 95% compaction)	LF	150			\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
16	Curb & gutter (6"x30") removal/disposal & replacement (incl. existing base), and neat saw cut, new base course (4"), (Incl. 95% compaction)	LF	150			\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
17	Curb & gutter (8"x24") removal/disposal & replacement (incl. existing base), and neat saw cut, new base course (4"), (Incl. 95% compaction)	LF	150			\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
18	Curb & gutter (8"x30") removal/disposal & replacement (incl. existing base), and neat saw cut, new base course (4"), (Incl. 95% compaction)	LF	150			\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
19	Curb & gutter (Mountable type 4"x24") removal/disposal & replacement (incl. existing base), and neat saw cut, new base course (4"), (Incl. 95% compaction)	LF	150			\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
20	Curb & gutter (Mountable type 4"x30") removal/disposal & replacement (incl. existing base), and neat saw cut, new base course (4"), (Incl. 95% compaction)	LF	150			\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
21	Curb & gutter (Mountable type 4"x30") removal/disposal (Incl. 95% Compaction)	LF	150			\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
22	Concrete Collars 8" min. 4000 PSI with fiber	SY	8			\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
23	Remove and Re-set Existing Manhole Frame & Cover	EA	5			\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00
24	Remove Existing Manhole Frame & Cover, Replace with new Standard Frame & Cover	EA	5			\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
25	Potholing to verify existing utilities up to 5' deep	EA	20			\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00

Services Agreement No. AGR21-50b

GM Emulsion, LLC

10

Page 93 of 208

26	Potholing to verify existing utilities up to 5' to 10' deep	EA	20			\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00
27	Hydro Excavation	Per Day	3			\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
<b>TRENCH EXCAVATION AND BACKFILL WORK ITEMS</b>													
28	Soil trenching, backfill, and compaction to 95% to 6' depth by 2' wide	LF	1000			\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
29	Soil trenching, backfill, and compaction to 95% to 6'-10' depth by 2' wide	LF	1000			\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
30	Soil trenching, backfill, and compaction to 95% to 10'-14' depth by 2' wide	LF	200			\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
31	Soil Excavation for structure (Incl. backfill, and compaction to 95%; 10'-14')	CY	2000			\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
32	Tuff trenching, backfill, and compaction to 95% to 6' depth by 2' wide	LF	1000			\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
33	Tuff trenching, backfill, and compaction to 95% to 6'-10' depth by 2' wide	LF	600			\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
34	Tuff trenching, backfill, and compaction to 95% to 10'-14' depth by 2' wide	LF	200			\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
35	Hard rock trenching, backfill, and compaction to 95% to 6' depth by 2' wide	LF	100			\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
36	Hard rock trenching, backfill, and compaction to 95% to 6'-10' depth by 2' wide	LF	100			\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
37	Hard rock trenching, backfill, and compaction to 95% to 10'-14' depth by 2' wide	LF	50			\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
<b>HOURLY WORK ITEMS</b>													
154	Other work not applicable above in unit prices for foreman/superintendent	HR	200			\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
155	Other work not applicable above in unit prices for laborer	HR	500			\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00
156	Other work not applicable above in unit prices for welder, incl. equipment, materials and supplies.	HR	200			\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
157	Other backhoe excavation work not applicable above in unit prices for backhoe and operator	HR	200			\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00

158	Other excavation work not applicable above in unit prices for loader and operator	HR	100			\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00
159	Other work not applicable above in unit prices for dump truck and driver	HR	100			\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00
160	Other work not applicable above in unit prices for 18-wheel truck/flatbed trailer and driver	HR	40			\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00
161	Other work not applicable above in unit prices for a mini-excavator and operator	HR	250			\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00
162	Other work not applicable above in unit prices for water truck with driver	HR	40			\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00
163	Other excavation work not applicable above in unit prices for 20 to 30-ton track-hoe and operator	HR	60			\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
164	Other excavation work not applicable above in unit prices for D-6 bulldozer and operator	HR	40			\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00
167	Class C Hydroseeding per NMDOT Standard Specifications Section 632: Seeding	Acre	5			\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00

**EXCAVATION CLASS**  
**DEFINITIONS:**

**HARD ROCK:** MATERIAL REQUIRING SPECIALIZED EQUIPMENT SUCH AS ROCK CUTTERS, TRACK HOES EQUIPPED WITH HAMMERS AND/OR ROCK DRILLS.

**TUFF:** MATERIAL THAT CAN BE READILY TRENCHED WITH A LADDER TRENCHER OR 20 TON TRACK HOE WITH SMALL ROCK BUCKET AT A REASONABLE PRODUCTION CAPACITY.

**SOIL:** MATERIAL THAT CAN BE READILY TRENCHED WITH A BACKHOE AT A REASONABLE PRODUCTION RATE:

Notes:

"SF" means square feet.

"SY" means square yard.

"SY/IN" means square yard per inch.

"EA" means each.

"CY" means cubic yards

"HR" means hour

"LB" means pounds.

"LS" means lump sum.

**LEGEND:**

At time of Task Order issuance, the contractor must submit invoices for materials to be billed at actual cost and Fully Loaded Labor cost to install.



Only provide Fully Loaded labor cost for this item.



Cost to be determined by task. Traffic Control shall be billed at Quoted cost for time, labor, equipment, engineering, and permit fee prior to Task Order issuance. Mobilization shall be billed on a per Task Order basis.





# County of Los Alamos

## Staff Report

July 21, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

---

Agenda No.:	6.D.
Index (Council Goals):	DPU FY2020 - 1.0 Provide Safe and Reliable Utility Services
Presenters:	James Alarid
Legislative File:	AGR0773-21

---

### Title

Approval of Amendment No. 3 to AGR16-44 with Paul Parker Construction, for Utility On-Call Construction Services

### Recommended Action

**I move that the Board of Public Utilities Approve Amendment No. 3 to AGR16-44 with Paul Parker Construction, for Utility On-Call Construction Services and forward to County Council for approval.**

### Staff Recommendation

Staff recommends approval of the agreement as presented.

### Body

This agreement for On-Call Construction Services was executed on May 4, 2016 for a term of three years. The contract allows the agreement to be extend up to seven years. This amendment will extend the term of the agreement through year seven. In addition, the compensation will be increased by \$1,000,000 dollars, resulting in a total contract spending authority not to exceed \$2,500,000. The amount of spending in the first 5 years of the agreement has been just under \$1,400,000. The services provided by Parker Construction include supporting DPU crews in emergencies, perform various utility repairs and system improvements. Parker Construction is the only local contractor qualified to perform work on the natural gas system.

In addition, this amendment will assign the agreement to the newly formed Parker Construction, LLC. The original agreement was with Paul Parker Construction which has been dissolved upon the recent passing of Mr. Paul Parker. The company was required to form the new Parker Construction, LLC to reflect the new ownership and update the company contractors license. The company profile and staff have not changed, and staff is confident that Parker Construction, LLC will continue to provide Los Alamos County with excellent service.

### Alternatives

If the amendment is not approved the existing agreement will expire in May of 2022 and the compensation will reach its limit in the next few months.

### Fiscal and Staff Impact

The agreement is administered by authorizing work through individual task orders. The funding for work performed by this agreement is budgeted in each fiscal year by 6th the various utility funds. Execution of this amendment is not a guarantee of work to the contractor, the compensation amount of the agreement is a price not to exceed.

### Attachments

A - AGR16-44-A3\_ Parker Construction LLC

**AMENDMENT NO. 3  
INCORPORATED COUNTY OF LOS ALAMOS  
SERVICES AGREEMENT NO. 16-044**

This **AMENDMENT NO. 3** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Parker Construction, LLC**, a New Mexico limited liability corporation ("Assignee" or "Contractor"), to be effective for all purposes May 4, 2022.

**WHEREAS**, County and Paul Parker Construction, ("Assignor"), entered into Agreement No. AGR16-044 on May 4, 2016, through Request for Proposals ("RFP") No. 16-044, dated February 7, 2016, Amendment No. AGR16-044-A1 dated May 4, 2020 and Amendment No. AGR16-044-A2 dated May 4, 2021 (as amended, the "Agreement") for Utility On-Call Construction Services; and

**WHEREAS**, Assignor desires to assign and transfer the Agreement to Assignee, and Assignee wishes to accept the transfer, assignment, and assumption of all the rights, interests, covenants, obligations, and liabilities of Assignor under this Agreement, under the terms and conditions of this Amendment.

**WHEREAS**, Assignor has requested County's consent to the Assignment and to accept the Assignee as a party to the Agreement in the place of Assignor for all purposes, including but not limited to all past, current and future obligations and liabilities of Assignor, including all terms, and conditions, created by the Agreement.

**WHEREAS**, on May 11, 2021, the Office of the Secretary of State of New Mexico approved and filed the Articles of Incorporation for Assignee; and

**WHEREAS**, due to the death of Paul Parker, owner of Paul Parker Construction, his heirs formed Paurker Construction, LLC; and

**WHEREAS**, in accordance with the terms and conditions noted herein, County hereby agrees to this Assignment; and

**WHEREAS**, the Board of Public Utilities approved this Amendment at a public meeting held on July 21, 2021; and

**WHEREAS**, the County Council approved this Amendment at a public meeting held on July 27, 2021; and

**NOW, THEREFORE**, for good and valuable consideration, County and Assignee agree to amend the Agreement as follows;

- I. Assignee hereby agrees to and shall assume, be bound by, observe, and perform, at all times, all of the terms and conditions to be observed and performed by the Assignor under the Agreement, to the same extent as if the Assignee had been originally named as a party under the Agreement.
- II. Assignee agrees to assume all obligations and liabilities of Assignor under the Agreement by virtue of this Amendment.
- III. County hereby agrees to the Assignment by the Assignor to the Assignee of the Agreement, as described in this Amendment, and agrees that the Assignee shall be entitled to hold and enforce all of the privileges, rights and benefits to the same extent as though the Assignee

had been a party thereto in the place and stead of the Assignor, and accepts the Assignee as a party to the Agreement.

IV. Assignee is bound by all obligations, terms and conditions including all past, current, and future liabilities created by Agreement No. AGR16-044, dated May 4, 2016, between Assignor and County, by Amendment No. AGR16-044-A1, dated May 4, 2020, between Assignor and County, by Amendment No. AGR16-044-A2, dated May 4, 2021, between Assignor and County

V. All payments previously made by County to the Assignor, and all other previous actions taken by County under this Agreement, shall be considered to have discharged those parts of the County's obligations under the Agreement.

VI. This Amendment shall come into effect and be effective when the conditions precedent identified herein are satisfied:

- a. Assignee shall obtain and maintain insurance of the types and in the amounts set out in **SECTION I. INSURANCE** of the Agreement with an insurer acceptable to County. Assignee shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this provision is a condition precedent to County's obligation to pay compensation for the Services, and Assignee shall not provide any Services under this Agreement unless and until it has met the requirements of this provision.
- b. Assignee shall obtain and maintain all required licenses, without limitation, all necessary professional and business licenses. Compliance with the terms and conditions of this provision is a condition precedent to County's obligation to pay compensation for the Services, and Assignee shall not provide any Services under this Agreement unless and until it has met the requirements of this provision.
- c. Assignee must submit a Campaign Contribution Disclosure Form with this Agreement, attached as Exhibit "C."

VII. Following the effective date of this Amendment, the term "Contractor," as used in the Agreement, as amended, shall refer to the Assignee.

VIII. Delete **SECTION B. TERM** in its entirety and replace it with the following:

**SECTION B. TERM:** The term of this Agreement shall commence May 4, 2016, and shall continue through May 3, 2023, unless sooner terminated, as provided herein.

IX. Delete **SECTION C. COMPENSATION** in its entirety and replace it with the following:

**SECTION C. COMPENSATION**

**a. Amount of Compensation.**

- i. County shall pay compensation for performance of the Services in an amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00) over the entire Term of this Agreement and

which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGRT").

- ii. Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto.
- iii. There shall be no reimbursable expenses (e.g., printing, travel, lodging, food, etc.) allowed under this Agreement except as provided on Exhibit "A" and there is no separate overhead allowance contemplated.
- iv. Individual task orders that exceed FIFTY THOUSAND DOLLARS (\$50,000.00) will require Board of Public Utilities approval and task orders that exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) will require County Council approval.

- b. Monthly Invoices. Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice. All disputes related to performance and payment shall be governed by the County's Procurement Code, Chapter 31.

X. Delete **SECTION S. NOTICE** in its entirety and replace it with the following:

**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:  
Project Manager, DPU  
Incorporated County of Los Alamos  
1000 Central Avenue, Suite 130  
Los Alamos, New Mexico 87544

Contractor:  
Bradley Parker  
Parker Construction  
Post Office Box 459  
Los Alamos, New Mexico 87544

XI. Delete **SECTION U. CAMPAIGN CONTRIBUTION DISCLOSURE FORM** in its entirety and replace it with the following:

**SECTION U. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form is attached with this Amendment as Exhibit "C" and is incorporated herein by reference for all purposes. Contractor must submit this form with this Agreement.

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment No. 2 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**

**PARKER CONSTRUCTION, LLC, A NEW MEXICO**  
**LIMITED LIABILITY CORPORATION**

**BY:** \_\_\_\_\_  
**BRADLEY PARKER** **DATE**  
**OWNER**

BID ITEM	DESCRIPTION	UNIT	Estimated Quantity	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7
<b>ASPHALT, CONCRETE &amp; TRENCHING UNIT ITEMS</b>										
1	Pavement removal/disposal & replacement, incl. sawcut, basecourse, compaction to 95% and up to 3" PMBP, per Exhibit "F"	SF	2000	\$9.00	\$9.24	\$9.49	\$9.75	\$10.01	\$12.72	\$13.06
2	Additional pavement removal/disposal and replacement for greater than 3"PMBP, per Exhibit "F"	IN/SF	1200	\$2.00	\$2.05	\$2.11	\$2.17	\$2.22	\$2.83	\$2.90
3	Concrete sidewalk removal/disposal & replacement	SF	800	\$13.25	\$13.61	\$13.98	\$14.35	\$14.74	\$18.72	\$19.23
4	Curb & gutter (standard & roll type) removal/disposal & replacement	LF	100	\$40.00	\$41.08	\$42.19	\$43.33	\$44.50	\$56.51	\$58.04
5	Potholing to verify existing utilities up to 5' deep	EA	20	\$400.00	\$410.80	\$421.89	\$433.28	\$444.98	\$565.13	\$580.38
6	Potholing to verify existing utilities up to 5' to 10' deep	EA	20	\$750.00	\$770.25	\$791.05	\$812.41	\$834.34	\$1,059.61	\$1,088.22
7	Traffic Control	DAY	6	\$200.00	\$205.40	\$210.95	\$216.64	\$222.49	\$282.56	\$290.19
8	Soil trenching, backfill, and compaction to 95% to 6' depth by 2' wide	LF	1000	\$24.00	\$24.65	\$25.31	\$26.00	\$26.70	\$33.91	\$34.82
9	Soil trenching, backfill, and compaction to 95% to 6'-10' depth by 2' wide	LF	1000	\$33.00	\$33.89	\$34.81	\$35.75	\$36.71	\$46.62	\$47.88
10	Soil trenching, backfill, and compaction to 95% to 10'-14' depth by 2' wide	LF	200	\$38.00	\$39.03	\$40.08	\$41.16	\$42.27	\$53.69	\$55.14
11	Tuff trenching, backfill, and compaction to 95% to 6' depth by 2' wide	LF	1000	\$27.00	\$27.73	\$28.48	\$29.25	\$30.04	\$38.15	\$39.18
12	Tuff trenching, backfill, and compaction to 95% to 6'-10' depth by 2' wide	LF	600	\$36.00	\$36.97	\$37.97	\$39.00	\$40.05	\$50.86	\$52.23
13	Tuff trenching, backfill, and compaction to 95% to 10'-14' depth by 2' wide	LF	200	\$41.00	\$42.11	\$43.24	\$44.41	\$45.61	\$57.93	\$59.49
14	Rock trenching, backfill, and compaction to 95% to 6' depth by 2' wide	LF	100	\$85.00	\$87.30	\$89.65	\$92.07	\$94.56	\$120.09	\$123.33
15	Rock trenching, backfill, and compaction to 95% to 6'-10' depth by 2' wide	LF	100	\$100.00	\$102.70	\$105.47	\$108.32	\$111.25	\$141.28	\$145.10
16	Rock trenching, backfill, and compaction to 95% to 10'-14' depth by 2' wide	LF	50	\$150.00	\$154.05	\$158.21	\$162.48	\$166.87	\$211.92	\$217.64
17	Soil trenching, backfill, and compaction to 90% to 6' depth by 2' wide in undeveloped land subject to no pedestrian traffic, no vehicle traffic and no existing utilities.	LF	200	\$22.00	\$22.59	\$23.20	\$23.83	\$24.47	\$31.08	\$31.92
18	Soil trenching, backfill, and compaction to 90% to 6'-10' depth by 2' wide in undeveloped land subject to no pedestrian traffic, no vehicle traffic and no existing utilities.	LF	200	\$30.00	\$30.81	\$31.64	\$32.50	\$33.37	\$42.38	\$43.53
19	Tuff trenching, backfill, and compaction to 90% to 6' depth by 2' wide in undeveloped land subject to no pedestrian traffic, no vehicle traffic and no existing utilities.	LF	200	\$32.00	\$32.86	\$33.75	\$34.66	\$35.60	\$45.21	\$46.43

20	Tuff trenching, backfill, and compaction to 90% to 6'-10' depth by 2' wide in undeveloped land subject to no pedestrian traffic, no vehicle traffic and no existing utilities	LF	200	\$42.00	\$43.13	\$44.30	\$45.49	\$46.72	\$59.34	\$60.94
<b>WATER UNIT ITEMS</b>										
21	Furnish and Install: 6" PVC waterline (C900, DR-18) including pipe, bedding material, 10 ga. solid locate wire & warning tape	LF	400	\$17.50	\$17.97	\$18.46	\$18.96	\$19.47	\$19.99	\$20.53
22	Furnish and Install: 8" PVC waterline (C900, DR-18) including pipe, bedding material, 10 ga. solid locate wire & warning tape	LF	400	\$23.00	\$23.62	\$24.26	\$24.91	\$25.59	\$26.28	\$26.99
23	Furnish and Install: 10" PVC waterline (C900, DR-18) including pipe, bedding material, 10 ga. solid locate wire & warning tape	LF	100	\$25.00	\$25.68	\$26.37	\$27.08	\$27.81	\$28.56	\$29.33
24	Furnish and Install: 6" Ductile Iron waterline including pipe, bedding material, poly wrap, 10 ga. solid locate wire & warning tape	LF	200	\$27.00	\$27.73	\$28.48	\$29.25	\$30.04	\$30.85	\$31.68
25	Furnish and Install: 8" Ductile Iron waterline including pipe, poly wrap, bedding material, 10 ga. solid locate wire & warning tape	LF	200	\$29.00	\$29.78	\$30.59	\$31.41	\$32.26	\$33.13	\$34.03
26	Furnish and Install: 10" Ductile Iron waterline including pipe, poly wrap, bedding material, 10 ga. solid locate wire & warning tape	LF	200	\$32.00	\$32.86	\$33.75	\$34.66	\$35.60	\$36.56	\$37.55
27	Furnish and Install: 12" Ductile Iron waterline including pipe, poly wrap, bedding material, 10 ga. solid locate wire & warning tape	LF	100	\$41.00	\$42.11	\$43.24	\$44.41	\$45.61	\$46.84	\$48.11
28	Furnish and Install: 14" Ductile Iron waterline including pipe, poly wrap, bedding material, 10 ga. solid locate wire & warning tape	LF	100	\$54.00	\$55.46	\$56.96	\$58.49	\$60.07	\$61.69	\$63.36
29	Furnish and Install: 16" Ductile Iron waterline including pipe, poly wrap, bedding material, 10 ga. solid locate wire & warning tape	LF	100	\$55.00	\$56.49	\$58.01	\$59.58	\$61.18	\$62.84	\$64.53
30	Hydrostatic test and disinfect newly installed water main per AWWA C652.	EA	6	\$1,200.00	\$1,232.40	\$1,265.67	\$1,299.85	\$1,334.94	\$1,370.99	\$1,408.00
31	Furnish and Install Ductile Iron Fittings	LB	3000	\$1.75	\$1.80	\$1.85	\$1.90	\$1.95	\$2.00	\$2.05
32	Furnish and Install: 6" gate valve, including valve box & concrete collar	EA	10	\$1,025.00	\$1,052.68	\$1,081.10	\$1,110.29	\$1,140.26	\$1,171.05	\$1,202.67
33	Furnish and Install: 8" gate valve, including valve box & concrete collar	EA	10	\$1,975.00	\$2,028.33	\$2,083.09	\$2,139.33	\$2,197.10	\$2,256.42	\$2,317.34
34	Furnish and Install: 10" gate valve, including valve box & concrete collar	EA	2	\$2,175.00	\$2,233.73	\$2,294.04	\$2,355.97	\$2,419.59	\$2,484.91	\$2,552.01
35	Furnish and Install: 12" gate valve, including valve box & concrete collar	EA	2	\$2,875.00	\$2,952.63	\$3,032.35	\$3,114.22	\$3,198.30	\$3,284.66	\$3,373.34
36	Furnish and Install: 14" gate valve, including valve box & concrete collar	EA	2	\$7,125.00	\$7,317.38	\$7,514.94	\$7,717.85	\$7,926.23	\$8,140.24	\$8,360.02

37	Furnish and Install: 16" gate valve, including valve box & concrete collar	EA	2	\$12,150.00	\$12,478.05	\$12,814.96	\$13,160.96	\$13,516.31	\$13,881.25	\$14,256.04
38	Fire hydrant, including valve, valve box & concrete collar, excavation, up to 20 foot 6" Ductile Iron waterline including pipe, restraints, poly wrap, hydrostatic testing, disinfection, 10 ga. solid locate wire & warning tape	EA	6	\$8,200.00	\$8,421.40	\$8,648.78	\$8,882.29	\$9,122.12	\$9,368.41	\$9,621.36
39	6" MJ Restraint Gland by EBBA Iron	EA	10	\$65.00	\$66.76	\$68.56	\$70.41	\$72.31	\$74.26	\$76.27
40	8" MJ Restraint Gland by EBBA Iron	EA	10	\$90.00	\$92.43	\$94.93	\$97.49	\$100.12	\$102.82	\$105.60
41	10" MJ Restraint Gland by EBBA Iron	EA	5	\$110.00	\$112.97	\$116.02	\$119.15	\$122.37	\$125.67	\$129.07
42	12" MJ Restraint Gland by EBBA Iron	EA	5	\$125.00	\$128.38	\$131.84	\$135.40	\$139.06	\$142.81	\$146.67
43	14" MJ Restraint Gland by EBBA Iron	EA	5	\$165.00	\$169.46	\$174.03	\$178.73	\$183.55	\$188.51	\$193.60
44	16" MJ Restraint Gland by EBBA Iron	EA	5	\$210.00	\$215.67	\$221.49	\$227.47	\$233.62	\$239.92	\$246.40
45	6" bell restraint harness by EBBA Iron	EA	10	\$85.00	\$87.30	\$89.65	\$92.07	\$94.56	\$97.11	\$99.73
46	8" bell restraint harness by EBBA Iron	EA	10	\$105.00	\$107.84	\$110.75	\$113.74	\$116.81	\$119.96	\$123.20
47	10" bell restraint harness by EBBA Iron	EA	5	\$145.00	\$148.92	\$152.94	\$157.06	\$161.31	\$165.66	\$170.13
48	12" bell restraint harness by EBBA Iron	EA	5	\$205.00	\$210.54	\$216.22	\$222.06	\$228.05	\$234.21	\$240.53
49	14" bell restraint harness by EBBA Iron	EA	5	\$625.00	\$641.88	\$659.21	\$677.00	\$695.28	\$714.06	\$733.34
50	16" bell restraint harness by EBBA Iron	EA	5	\$750.00	\$770.25	\$791.05	\$812.41	\$834.34	\$856.87	\$880.00
51	6" pressure connection to existing main, including tapping sleeve, tap, tapping valve, valve box and associated excavation.	EA	3	\$4,100.00	\$4,210.70	\$4,324.39	\$4,441.15	\$4,561.06	\$4,684.21	\$4,810.68
52	8" pressure connection to existing main, including tapping sleeve, tap, tapping valve, valve box and associated excavation.	EA	3	\$4,500.00	\$4,621.50	\$4,746.28	\$4,874.43	\$5,006.04	\$5,141.20	\$5,280.02
53	10" pressure connection to existing main, including tapping sleeve, tap, tapping valve, valve box and associated excavation.	EA	1	\$5,700.00	\$5,853.90	\$6,011.96	\$6,174.28	\$6,340.98	\$6,512.19	\$6,688.02
54	12" pressure connection to existing main, including tapping sleeve, tap, tapping valve, valve box and associated excavation.	EA	1	\$6,500.00	\$6,675.50	\$6,855.74	\$7,040.84	\$7,230.95	\$7,426.18	\$7,626.69
55	1" cross-linked polyethylene (PEX) tubing, 10 ga. solid locate wire & warning tape complete in place including 36" deep trench, bedding, backfill and compaction in soil.	LF	200	\$26.00	\$26.70	\$27.42	\$28.16	\$28.92	\$29.70	\$30.51
56	1-1/2" cross-linked polyethylene (PEX) tubing, 10 ga. solid locate wire & warning tape complete in place including 36" deep trench, bedding, backfill and compaction in tuff.	LF	200	\$29.00	\$29.78	\$30.59	\$31.41	\$32.26	\$33.13	\$34.03
57	1" water service complete in place including saddle, tap, corporation, 40' of 1" PEX tubing, curb valve, meter can, lid and all excavation including trench/backfill for 40' of 1" PEX.	EA	10	\$4,100.00	\$4,210.70	\$4,324.39	\$4,441.15	\$4,561.06	\$4,684.21	\$4,810.68

58	1" double water service complete in place including saddles, taps, corporations, 40' of 1-1/2" PEX tubing, curb valves, meter can, lid and all excavation including trench/backfill for 40' of 1-1/2" PEX.	EA	5	\$4,500.00	\$4,621.50	\$4,746.28	\$4,874.43	\$5,006.04	\$5,141.20	\$5,280.02
SEWER UNIT ITEMS										
59	Furnish and Install: 4" PVC Schedule 40 sewer line including fittings, testing, bedding and warning tape	LF	200	\$10.25	\$10.53	\$10.81	\$11.10	\$11.40	\$11.71	\$12.03
60	Furnish and Install: 6" SDR 35 PVC sewer line including fittings, testing, bedding and warning tape	LF	200	\$12.50	\$12.84	\$13.18	\$13.54	\$13.91	\$14.28	\$14.67
61	Furnish and Install: 8" SDR 35 PVC sewer line including fittings, testing, bedding and warning tape	LF	600	\$15.50	\$15.92	\$16.35	\$16.79	\$17.24	\$17.71	\$18.19
62	4' diameter manhole: 4' to 8' depth complete in place per LACU standard, including excavation, backfill and compaction to 95%.	EA	6	\$5,250.00	\$5,391.75	\$5,537.33	\$5,686.84	\$5,840.38	\$5,998.07	\$6,160.02
63	4' diameter manhole: 8' to 12' depth complete in place per LACU standard, including excavation, backfill and compaction to 95%.	EA	6	\$7,650.00	\$7,856.55	\$8,068.68	\$8,286.53	\$8,510.27	\$8,740.04	\$8,976.03
64	4' diameter manhole: 12' to 16' depth complete in place per LACU standard, including excavation, backfill and compaction to 95%	EA	2	\$8,750.00	\$8,986.25	\$9,228.88	\$9,478.06	\$9,733.97	\$9,996.78	\$10,266.70
65	Abandon existing manhole up to 6' deep. Remove & dispose manhole base, walls, lids and cover. Cap pipes to be abandoned in place with concrete. Backfill to existing grade at 80% compaction.	EA	10	\$1,750.00	\$1,797.25	\$1,845.78	\$1,895.61	\$1,946.79	\$1,999.36	\$2,053.34
66	Abandon existing manhole greater than 6' deep. Remove & dispose top 6' of manhole. Cap pipes to be abandoned in place with concrete. Fill remaining manhole section and backfill to existing grade at 80% compaction.	EA	10	\$2,100.00	\$2,156.70	\$2,214.93	\$2,274.73	\$2,336.15	\$2,399.23	\$2,464.01
67	Abandon sewer main in place. Fill pipe to be abandoned with flowable fill per NMSHTD Standard Specification for Highway and Bridge Construction, Section 516.	CY	20	\$210.00	\$215.67	\$221.49	\$227.47	\$233.62	\$239.92	\$246.40
68	4" sewer lateral complete in place including saddle/tee, tap, up to 40' of 4" PVC, clean out and all excavation including pipe trench, for mains up to 8' depth.	EA	10	\$4,100.00	\$4,210.70	\$4,324.39	\$4,441.15	\$4,561.06	\$4,684.21	\$4,810.68
69	4" sewer lateral complete in place including saddle/tee, tap, up to 40' of 4" PVC, clean out and all excavation including pipe trench, for mains greater than 8' depth.	EA	5	\$4,750.00	\$4,878.25	\$5,009.96	\$5,145.23	\$5,284.15	\$5,426.83	\$5,573.35
70	Install 4" Clean-out in existing line, including piping & fittings up to 8' depth excavation	EA	5	\$4,400.00	\$4,518.80	\$4,640.81	\$4,766.11	\$4,894.79	\$5,026.95	\$5,162.68

71	Install 4" Clean-out in existing line, including piping & fittings greater than 8' depth excavation.	EA	5	\$3,500.00	\$3,594.50	\$3,691.55	\$3,791.22	\$3,893.59	\$3,998.71	\$4,106.68
<b>ELECTRIC UNIT ITEMS</b>										
72	Furnish And Install 2" Schedule 40 PVC Electric Conduit Including Warning Tape	LF	2000	\$2.05	\$2.11	\$2.16	\$2.22	\$2.28	\$2.34	\$2.41
73	Furnish And Install 3" Schedule 40 PVC Electric Conduit Including Warning Tape	LF	500	\$2.30	\$2.36	\$2.43	\$2.49	\$2.56	\$2.63	\$2.70
74	Furnish And Install 4" Schedule 40 PVC Electric Conduit Including Warning Tape	LF	2000	\$3.05	\$3.13	\$3.22	\$3.30	\$3.39	\$3.48	\$3.58
75	Furnish And Install 6" Schedule 40 PVC Electric Conduit Including Warning Tape	LF	2000	\$5.00	\$5.14	\$5.27	\$5.42	\$5.56	\$5.71	\$5.87
76	Install (Owner Furnished) 2" Schedule 40 PVC Electric Conduit Including Warning Tape	LF	1000	\$1.00	\$1.03	\$1.05	\$1.08	\$1.11	\$1.14	\$1.17
77	Install (Owner Furnished) 3" Schedule 40 PVC Electric Conduit Including Warning Tape	LF	1000	\$1.20	\$1.23	\$1.27	\$1.30	\$1.33	\$1.37	\$1.41
78	Install (Owner Furnished) 4" Schedule 40 PVC Electric Conduit Including Warning Tape	LF	2000	\$1.25	\$1.28	\$1.32	\$1.35	\$1.39	\$1.43	\$1.47
79	Install (Owner Furnished) 6" Schedule 40 PVC Electric Conduit Including Warning Tape	LF	2000	\$2.20	\$2.26	\$2.32	\$2.38	\$2.45	\$2.51	\$2.58
80	Trench In Soil, 6" Wide x 48" Deep For Electric Conduit. Sand Bedding, Backfill, Compaction To 95%	LF	1000	\$6.50	\$6.68	\$6.86	\$7.04	\$7.23	\$7.43	\$7.63
81	Trench In Tuff, 6" Wide x 48" Deep For Electric Conduit. Sand Bedding, Backfill, Compaction To 95%	LF	1000	\$7.50	\$7.70	\$7.91	\$8.12	\$8.34	\$8.57	\$8.80
82	Trench In Soil, 12" Wide x 48" Deep For Electric Conduit. Sand Bedding, Backfill, Compaction To 95%	LF	500	\$8.00	\$8.22	\$8.44	\$8.67	\$8.90	\$9.14	\$9.39
83	Trench In Tuff, 12" Wide x 48" Deep For Electric Conduit. Sand Bedding, Backfill, Compaction To 95%	LF	500	\$9.00	\$9.24	\$9.49	\$9.75	\$10.01	\$10.28	\$10.56
84	Trench In Soil, 6" Wide x 36" Deep For Electric Conduit. Sand Bedding, Backfill, Compaction To 95%	LF	500	\$7.50	\$7.70	\$7.91	\$8.12	\$8.34	\$8.57	\$8.80
85	Trench In Tuff, 6" Wide x 36" Deep For Electric Conduit. Sand Bedding, Backfill, Compaction To 95%	LF	500	\$8.00	\$8.22	\$8.44	\$8.67	\$8.90	\$9.14	\$9.39
86	Trench In Soil, 12" Wide x 36" Deep For Electric Conduit. Sand Bedding, Backfill, Compaction To 95%	LF	500	\$7.75	\$7.96	\$8.17	\$8.39	\$8.62	\$8.85	\$9.09
87	Trench In tuff, 12" Wide x 36" Deep For Electric Conduit. Sand Bedding, Backfill, Compaction To 95%	LF	500	\$9.00	\$9.24	\$9.49	\$9.75	\$10.01	\$10.28	\$10.56
88	Furnish and install 2" Schedule 40 PVC 90 degree elbow	EA	25	\$10.00	\$10.27	\$10.55	\$10.83	\$11.12	\$11.42	\$11.73

89	Furnish and install 3" Schedule 40 PVC 90 degree elbow	EA	25	\$15.00	\$15.41	\$15.82	\$16.25	\$16.69	\$17.14	\$17.60
90	Furnish and install 4" Schedule 40 PVC 90 degree elbow	EA	25	\$25.00	\$25.68	\$26.37	\$27.08	\$27.81	\$28.56	\$29.33
91	Furnish and install 4" galvanized 90 degree elbow with galvanized couplings	EA	15	\$200.00	\$205.40	\$210.95	\$216.64	\$222.49	\$228.50	\$234.67
92	Furnish and install 6" galvanized 90 degree elbow with galvanized couplings	EA	25	\$300.00	\$308.10	\$316.42	\$324.96	\$333.74	\$342.75	\$352.00
93	Furnish and Install Flowable Fill per NMSHTD Standard Specification for Highway and Bridge Construction, Section 516.	CY	50	\$205.00	\$210.54	\$216.22	\$222.06	\$228.05	\$234.21	\$240.53
94	Install transformer pad (provided by owner) including subgrade preparation, compaction to 95% and setting conduit inside pad.	EA	10	\$500.00	\$513.50	\$527.36	\$541.60	\$556.23	\$571.24	\$586.67
95	Install switch pad (provided by owner) including subgrade preparation, compaction to 95% and setting conduit inside pad.	EA	10	\$600.00	\$616.20	\$632.84	\$649.92	\$667.47	\$685.49	\$704.00
96	Install 6'x7'x8' concrete vault (provided by owner) including excavation, subgrade preparation, gravel bedding, backfill, compaction to 95% and setting conduit into vault.	EA	8	\$2,500.00	\$2,567.50	\$2,636.82	\$2,708.02	\$2,781.13	\$2,856.22	\$2,933.34
97	Install 4'x6'x4' concrete vault (provided by owner) including excavation, subgrade preparation, gravel bedding, backfill, compaction to 95% and setting conduit into vault.	EA	6	\$2,100.00	\$2,156.70	\$2,214.93	\$2,274.73	\$2,336.15	\$2,399.23	\$2,464.01
98	Install 4'x4'x4' composite vault (provided by owner) including excavation, subgrade preparation, gravel bedding, backfill, compaction to 95% and setting conduit into vault.	EA	6	\$1,250.00	\$1,283.75	\$1,318.41	\$1,354.01	\$1,390.57	\$1,428.11	\$1,466.67
<b>HORIZONTAL DIRECTIONAL</b>										
99	Horizontal directional drill in soil and install up to 6" water/sewer/gas pipe or conduit in bored hole. Pipe cost not included.	LF	1000	\$150.00	\$154.05	\$158.21	\$162.48	\$166.87	\$171.37	\$176.00
100	Horizontal directional drill in soil and install 8" to 12" water/sewer/gas pipe in bored hole. Pipe cost not included.	LF	500	\$200.00	\$205.40	\$210.95	\$216.64	\$222.49	\$228.50	\$234.67
101	Horizontal directional drill in soil and install 14" to 16" water or sewer pipe in bored hole. Pipe cost not included.	LF	200	\$250.00	\$256.75	\$263.68	\$270.80	\$278.11	\$285.62	\$293.33
102	Horizontal directional drill in tuff and install up to 6" water/sewer/gas pipe or conduit in bored hole. Pipe cost not included.	LF	1000	\$150.00	\$154.05	\$158.21	\$162.48	\$166.87	\$171.37	\$176.00
103	Horizontal directional drill in tuff and install 8" to 12" water/sewer/gas pipe in bored hole. Pipe cost not included.	LF	500	\$200.00	\$205.40	\$210.95	\$216.64	\$222.49	\$228.50	\$234.67

104	Horizontal directional drill in tuff and install 14" to 16" water or sewer pipe in bored hole. Pipe cost not included.	LF	200	\$250.00	\$256.75	\$263.68	\$270.80	\$278.11	\$285.62	\$293.33
<b>GAS UNIT ITEMS</b>										
105	Furnish and Install: 1-1/4" MDPE gasline including pipe, bedding material, 10 ga. solid locate wire & warning tape	LF	200	\$4.50	\$4.62	\$4.75	\$4.87	\$5.01	\$5.14	\$5.28
106	Furnish and Install: 2" MDPE gasline including pipe, bedding material, 10 ga. solid locate wire & warning tape	LF	300	\$4.75	\$4.88	\$5.01	\$5.15	\$5.28	\$5.43	\$5.57
107	Furnish and Install: 4" MDPE gasline including pipe, bedding material, 10 ga. solid locate wire & warning tape	LF	500	\$18.00	\$18.49	\$18.99	\$19.50	\$20.02	\$20.56	\$21.12
108	Furnish and Install: 6" MDPE gasline including pipe, bedding material, 10 ga. solid locate wire & warning tape	LF	200	\$28.00	\$28.76	\$29.53	\$30.33	\$31.15	\$31.99	\$32.85
109	Furnish and Install: 2" HDPE gasline including pipe, bedding material, 10 ga. solid locate wire & warning tape	LF	200	\$5.25	\$5.39	\$5.54	\$5.69	\$5.84	\$6.00	\$6.16
110	Furnish and Install: 4" HDPE gasline including pipe, bedding material, 10 ga. solid locate wire & warning tape	LF	300	\$18.25	\$18.74	\$19.25	\$19.77	\$20.30	\$20.85	\$21.41
111	Furnish and Install: 6" HDPE gasline including pipe, bedding material, 10 ga. solid locate wire & warning tape	LF	200	\$28.00	\$28.76	\$29.53	\$30.33	\$31.15	\$31.99	\$32.85
112	Furnish and Install: 8" HDPE gasline including pipe, bedding material, 10 ga. solid locate wire & warning tape	LF	300	\$32.00	\$32.86	\$33.75	\$34.66	\$35.60	\$36.56	\$37.55
113	Furnish and Install: 3/4" Steel x MDPE transition fitting including cleaning and cutting existing pipe, welding steel transition fitting and tape/coat exposed steel.	EA	3	\$2,500.00	\$2,567.50	\$2,636.82	\$2,708.02	\$2,781.13	\$2,856.22	\$2,933.34
114	Furnish and Install: 1-1/4" Steel x MDPE transition fitting including cleaning and cutting existing pipe, welding steel transition fitting and tape/coat exposed steel.	EA	3	\$2,500.00	\$2,567.50	\$2,636.82	\$2,708.02	\$2,781.13	\$2,856.22	\$2,933.34
115	Furnish and Install: 2" Steel x MDPE transition fitting including cleaning and cutting existing pipe, welding steel transition fitting and tape/coat exposed steel.	EA	3	\$3,200.00	\$3,286.40	\$3,375.13	\$3,466.26	\$3,559.85	\$3,655.97	\$3,754.68
116	Furnish and Install: 3" Steel x MDPE transition fitting including cleaning and cutting existing pipe, welding steel transition fitting and tape/coat exposed steel.	EA	2	\$3,400.00	\$3,491.80	\$3,586.08	\$3,682.90	\$3,782.34	\$3,884.46	\$3,989.34
117	Furnish and Install: 4" Steel x MDPE transition fitting including cleaning and cutting existing pipe, welding steel transition fitting and tape/coat exposed steel.	EA	3	\$4,100.00	\$4,210.70	\$4,324.39	\$4,441.15	\$4,561.06	\$4,684.21	\$4,810.68
118	Furnish and Install: 6" Steel x MDPE transition fitting including cleaning and cutting existing pipe, welding steel transition fitting and tape/coat exposed steel.	EA	2	\$5,000.00	\$5,135.00	\$5,273.65	\$5,416.03	\$5,562.27	\$5,712.45	\$5,866.68

119	Furnish and Install: 2" Steel x HDPE transition fitting including cleaning and cutting existing pipe, welding steel transition fitting and tape/coat exposed steel.	EA	2	\$3,300.00	\$3,389.10	\$3,480.61	\$3,574.58	\$3,671.10	\$3,770.22	\$3,872.01
120	Furnish and Install: 4" Steel x HDPE transition fitting including cleaning and cutting existing pipe, welding steel transition fitting and tape/coat exposed steel.	EA	2	\$4,200.00	\$4,313.40	\$4,429.86	\$4,549.47	\$4,672.30	\$4,798.46	\$4,928.01
121	Furnish and Install: 6" Steel x HDPE transition fitting including cleaning and cutting existing pipe, welding steel transition fitting and tape/coat exposed steel.	EA	2	\$5,100.00	\$5,237.70	\$5,379.12	\$5,524.35	\$5,673.51	\$5,826.70	\$5,984.02
<b>HOURLY UNIT ITEMS</b>										
122	Other work not applicable to above unit prices for foreman/superintendent	HR	200	\$60.00	\$61.62	\$63.28	\$64.99	\$66.75	\$68.55	\$70.40
123	Other work not applicable to above unit prices for laborer	HR	500	\$42.00	\$43.13	\$44.30	\$45.49	\$46.72	\$47.98	\$49.28
124	Other backhoe excavation work not applicable to above unit prices for backhoe and operator	HR	200	\$90.00	\$92.43	\$94.93	\$97.49	\$100.12	\$102.82	\$105.60
125	Other excavation work not applicable to above unit prices for loader and operator	HR	100	\$110.00	\$112.97	\$116.02	\$119.15	\$122.37	\$125.67	\$129.07
126	Other work not applicable to above unit prices for dump truck and driver	HR	100	\$90.00	\$92.43	\$94.93	\$97.49	\$100.12	\$102.82	\$105.60
127	Other work not applicable to above unit prices for 18 wheel truck/flatbed trailer and driver	HR	40	\$115.00	\$118.11	\$121.29	\$124.57	\$127.93	\$131.39	\$134.93
128	Other work not applicable to above unit prices for a mini-excavator and operator	HR	250	\$60.00	\$61.62	\$63.28	\$64.99	\$66.75	\$68.55	\$70.40
129	Other work not applicable to above unit prices for water truck with driver	HR	40	\$75.00	\$77.03	\$79.10	\$81.24	\$83.43	\$85.69	\$88.00
130	Other excavation work not applicable to above unit prices for 20 to 30-ton track-hoe and operator	HR	60	\$125.00	\$128.38	\$131.84	\$135.40	\$139.06	\$142.81	\$146.67
131	Other excavation work not applicable to above unit prices for D-6 bulldozer and operator	HR	40	\$125.00	\$128.38	\$131.84	\$135.40	\$139.06	\$142.81	\$146.67
132	Other excavation work not applicable to above unit prices for Road Grader and operator	HR	40	\$115.00	\$118.11	\$121.29	\$124.57	\$127.93	\$131.39	\$134.93
133	Class C Hydroseeding per NMDOT Standard Specifications Section 632: Seeding	Acre	5	\$4,000.00	\$4,108.00	\$4,218.92	\$4,332.83	\$4,449.81	\$4,569.96	\$4,693.35
<b>GABION UNIT ITEMS</b>										
134	Gabion Basket with Rock Fill; 6 ft X 3 ft X 3 ft (2 CY per Basket); Complete in place, including stakes and tie wire.	EA	20	\$400.00	\$410.80	\$421.89	\$433.28	\$444.98	\$457.00	\$469.33
135	Gabion Basket with Rock Fill; 9 ft X 3 ft X 3 ft (3 CY per Basket); Complete in place, including stakes and tie wire.	EA	20	\$600.00	\$616.20	\$632.84	\$649.92	\$667.47	\$685.49	\$704.00
136	Gabion Basket with Rock Fill; 12 ft X 3 ft X 3 ft (4 CY per Basket); Complete in place, including stakes and tie wire.	EA	5	\$800.00	\$821.60	\$843.78	\$866.57	\$889.96	\$913.99	\$938.67

137	Gabion Basket with Rock Fill; 6 ft X 3 ft X 1.5 ft (1 CY per Basket); Complete in place, including stakes and tie wire.	EA	10	\$300.00	\$308.10	\$316.42	\$324.96	\$333.74	\$342.75	\$352.00
138	Gabion Basket with Rock Fill; 9 ft X 3 ft X 1.5 ft (1.5 CY per Basket); Complete in place, including stakes and tie wire.	EA	10	\$300.00	\$308.10	\$316.42	\$324.96	\$333.74	\$342.75	\$352.00
139	Gabion Basket with Rock Fill; 12 ft X 3 ft X 1.5 ft (2 CY per Basket); Complete in place, including stakes and tie wire.	EA	5	\$400.00	\$410.80	\$421.89	\$433.28	\$444.98	\$457.00	\$469.33
140	Reno Mattress with Rock Fill; 9 ft X 6 ft X 9 in Thick (1.5 CY per mattress); Complete in place, including stakes and tie wire.	EA	5	\$350.00	\$359.45	\$369.16	\$379.12	\$389.36	\$399.87	\$410.67
141	GeoTextile Fabric; Tencate Mirafi 140N or Approved Equal; Complete in place.	SY	1500	\$3.50	\$3.59	\$3.69	\$3.79	\$3.89	\$4.00	\$4.11
142	E-One or approved equal grinder pump station and control panel. Contractor supplied equipment only.	EA	4	\$7,600.00	\$7,805.20	\$8,015.94	\$8,232.37	\$8,454.64	\$8,682.92	\$8,917.36
143A	Install E-One (OAE) pump station complete with excavation, backfill compaction, flotation ballast, control panel mounts, electrical supply cable in excess of 25 feet long, pump start up.	EA	4	\$15,600.00	\$16,021.20	\$16,453.77	\$16,898.02	\$17,354.27	\$17,822.84	\$18,304.05
143B	Supply and install additional electrical supply cable for pump station, in excess of 25 feet.	LF	100	\$45.00	\$46.22	\$47.46	\$48.74	\$50.06	\$51.41	\$52.80
144	Furnish and Operate Trash Pump for Drainage/Dewatering not in Connection to Unit Prices Above	HR	100	\$35.00	\$35.95	\$36.92	\$37.91	\$38.94	\$39.99	\$41.07
145	Repair and Replacement of Texture Acrylic Finish for Buildings	SF	1000	\$5.00	\$5.14	\$5.27	\$5.42	\$5.56	\$5.71	\$5.87
146	Repair and Replacement of Flat Tar-embedded Built-up Roofs	SF	1000	\$6.50	\$6.68	\$6.86	\$7.04	\$7.23	\$7.43	\$7.63
147	Repair and Replacement of Flat Membrane Roofs	SF	1000	\$7.25	\$7.45	\$7.65	\$7.85	\$8.07	\$8.28	\$8.51
148	Applicable Permit Fee Allowance	ALL		\$5,000.00	\$5,135.00	\$5,273.65	\$5,416.03	\$5,562.27	\$5,712.45	\$5,866.68

#### NOTES:

SF means square feet.

LF means lineal feet.

EA means each.

"SY" means square yard.

"INSF" means inches per square feet. "CY" means cubic yards. "HR" means hour.

"LB" means per pound.

"ALL" means allowance.

As used above, "Exhibit F" refers to the RFP diagram of a street cross section standard detail

"Year" as used in each column above, is defined as contract year.

Year 1 is 365 calendar days from final signature of the parties.



# County of Los Alamos

## Staff Report

July 21, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

---

Agenda No.:	7.A.
Index (Council Goals):	DPU FY2021 - 5.0 Achieve Environmental Sustainability
Presenters:	Steve Cummins
Legislative File:	14526-21

---

### Title

Approval of the Carbon Free Power Project Amended Budget and Plan of Finance dated June 24, 2021 for the remaining Phase 1 of the Combined Operating License Application Licensing Period for the six-module plant configuration.

### Recommended Action

**I move that the Board of Public Utilities pass the motions as stated below and forward to Council for approval.**

I move that Council authorize DPU's continued participation in Phase 1 of the Licensing Period at the investment cap of \$1.26 million for Development Cost Share in the CFPP; and  
I further move that Council authorize the Utilities Manager to adjust LAC's Entitlement Share in the CFPP as needed to keep LAC's Development Cost Share in the CFPP at or below \$1.26 million for the remaining Phase 1 of the Licensing Period; and  
I further move that Council hereby authorize the Utilities Manager, should the County's Phase 1 Development Cost Share exceed \$1.26 million, to submit a Notice of Withdrawal to the PMC pursuant to the Power Sales Contract notice requirements.

### Staff Recommendation

Staff Recommends the Board of Public Utilities approve the motion as stated.

### Body

The CFPP project has reached a different milestone than anticipated a year ago and this is necessitating a new budget and plan of finance. This also means we are at one of the contractual off-ramps six months earlier than anticipated. It is an important at this juncture for the project to move forward with the final design configuration that will be part of the Phase I Combined Operating and Licensing Application (COLA) submittal. At the June UAMPS Project Management Committee (PMC) meeting and Board meeting, the PMC recommended, and the Board approved moving forward with a 6-module plant with a total capacity of 462MW. This smaller plant has a target levelized cost of electricity of \$58/MWh in 2020 dollars instead of the previous target of \$55/MWh in 2020 dollars. While the cost increased by \$3/MWh, the smaller plant will allow for the project to get fully subscribed sooner based on the current interested parties and reduce UAMPS subscription risk. The next contractual off-ramp for the participants is at the Class 3 Project Cost Estimate, anticipated to occur in September 2022. `

---

DPU is recommending to Board and Council that we continue to participate in the CFPP at the same level of investment approved last year by Board and Council at \$1.26 Million for the Phase I COLA submittal. Given LAC's current level of investment the subscription will be approximately 1.8 MWs, however, prior to the project being fully subscribed LAC could move up to 8.6 MWs given this level of investment.

LAC initially requested 8 MW's in the CFPP when this project began based on our current asset mix, forecasted load and the goal to be carbon neutral electrical energy provider by 2040. This level of subscription was studied in the 2017 Integrated Resource Plan at \$65/MWh that resulted in a 3% higher cost over the 20-year planning period. At \$58/MWh, Staff believes that the 2021 IRP update will also determine that the CFPP is a feasible option when compared to alternatives. LAC's continued participation in the CFPP maintains it as a candidate generation resource while the 2021 IRP update is completed. Continued participation also provides the flexibility to determine an optimal level of CFPP subscription for a diverse generation portfolio which considers the economics, reliability, and operational flexibility to achieve our goal of being a carbon neutral electrical energy provider by 2040.

With severe drought conditions affecting hydroelectric facilities across the west, threats of wildfire, and extreme weather patterns, constraints on the electric grid are increasing. This is further exacerbated with traditional dispatchable base load resources being replaced with renewable "intermittent" resources, causing extreme volatility in the electric markets. Last August 2020 heat wave caused market prices to reach \$1,650 per megawatt hour costing the power pool approximately \$1.4 million dollars over a 10-day period. Average market prices are typically \$45/ MWh. In June of 2021 the most recent heat wave once again had market prices at \$1,750 per MWh costing the power pool an additional \$800k over a 1-day period. DPU is committed to considering all viable resources that are able to supply Los Alamos County with a carbon neutral, reliable and diversified generation portfolio.

UAMPS staff will provide a short presentation on the overall project status as well as answer Board and Council questions with County Staff.

#### **Alternatives**

The County may choose to reduce their subscription or exit the project at this time and pursue other carbon free dispatchable resource.

#### **Fiscal and Staff Impact**

If LAC were to exit the project now, the County will have 12 months to repay \$286,698.97 to UAMPS. If the County commits to completing phase I of the project for the completion of the Combined Operating License Application (COLA), the investment is project to be \$1,256,219.00.

If the County stays in the project through construction and operation, all of these development costs will be capitalized and rolled into a single cost of power, currently targeted at \$58.00/MWh in 2020 dollars.

There is no additional staff impact since resource planning is part of our regular duties. **Attachments**

A - UAMPS Presentation

B - Amended Budget & Plan of Finance - June 24, 2021



LOS ALAMOS COUNTY  
JULY 21, 2021

## CFPP UPDATES SINCE OCTOBER OFF-RAMP

- **Key agreements have been signed.**

- Department of Energy (DOE) Multi-Year Cost Share - This agreement has been signed. The DOE will provide \$1.4 Billion towards the project over a period of nine years. This represents almost 25% of the project costs.
- Development Cost Reimbursement Agreement (DCRA) - The DCRA between UAMPS & NuScale has been signed. Mostly deals with the technology side of the project (power modules) and provides reimbursement of 100% of the next phase costs if the energy price target is not met.
- Engineering, Procurement & Construction (EPC) Development Agreement - This agreement has been signed between UAMPS & Fluor. Primarily covers the Balance of Plant design, construction and cost estimates for the project.



## CFPP UPDATES SINCE OCTOBER OFF-RAMP (cont.)

- **NuScale has uprated the electrical power output** rating for each Nuclear Power Module (NPM) from 60 MW to 77 MW.
- A full 12 module plant would have an overall output of 924 MW.
  - This level of total output is beyond the current needs of UAMPS and other interested utilities.
- UAMPS has evaluated both an 8-module and 6-module plant configuration. It was determined that a 6-module plant with a total output of 462 MW would be the best approach to move forward with.
  - This lower overall output level will make subscription easier to achieve.
- The overall project schedule remains the same with the first module coming online in 2029 and all 6-modules in 2030.



## CFPP UPDATES SINCE OCTOBER OFF-RAMP (cont.)

- The costs from going from 12- or 8-module configuration to a 6-module configuration do not reduce proportionately to the output level.
- Some costs such as NRC COLA review and approval, as well as some of the shared systems (i.e. building crane, reactor vessel assembly/disassembly) do not change or change very little from one configuration to the other.
- The new price target in 2020\$ is \$58/MWh (original target was \$55/MWh).
- This price is still very attractive when compared to other potential carbon-free resources that are dispatchable (available 24/7), such as other advanced reactors, green hydrogen, storage, batteries, etc. (Not all resources have the same capabilities.)
- **The DCRA provides for 100% reimbursement to the project participants if there is a failure of the Economic Competitive Test (ECT) of \$58/MWh through the COLA development phase of the project (January 2024 and Class 2 estimate).**



## SUMMARY

- CFPP is a small modular reactor (SMR) project using NuScale technology.
- CFPP will consist of six 77 MW reactors (462 MW total) and will be located at the Idaho National Laboratory (INL) near Idaho Falls.
- LAC currently has a 6,370 kW.
- Target commercial online date is 2029.
- **Project price is \$58/MWh in 2020 dollars.**
- CFPP is a long-term resource starting in 2029 and continue for 40-60+ years after initial COD



## DE-RISKING OF THE PROJECT

- **UAMPS has worked very hard to minimize risks to the participants wherever possible.**
- UAMPS has structured the DOE cost share funds so that higher DOE %'s will be used towards the earlier stages of the project (where the risk is highest).
- The UAMPS participants portion of the COLA development costs of \$113M is \$24M (through Class 3 Estimate – September 2022) and \$309M is \$67M (through Class 2 estimate - January 2024) by strategically structuring the DOE and NuScale Cost Share funds.
  - Note the award modification request has been submitted to DOE changing the award from a 12-module facility to 6 while keeping the DOE monetary support the same. If the award modification request is not granted then the DCRA provides protection to the participants.
  - Note the DOE funds are subject to appropriations, however there is strong support from both parties as well as both houses of Congress.
- The DCRA has reimbursement provisions of 100% if the target energy cost of \$58/MWh (in 2020\$) is not met.
- As the project progresses higher levels of cost estimate confidence will be achieved (less risk).
- The Project Management Committee (PMC) directs the project.
  - The budget and status of the project will be reviewed on a monthly basis and there will be multiple ECT runs.
- **No payment from the project participants until the commercial operation of the plant,** unless a participant withdraws or UAMPS cancels the project without a target price test failure.



## SUBSCRIPTION STATUS

28* UAMPS Members Signed PSC	103 MW
1 Washington Utility Signed LOI	150 MW
1 Arizona Utility Signed LOI	25 MW
7 Other Utilities Working on LOI's	<u>237 MW</u>
Current TOTAL Interest	515 MW

PSC - Power Sales Contract

LOI - Letter of Intent (used for due diligence process between UAMPS and interested parties)

\*Beaver City rejoined the project



## CFPP NEXT STEPS

- The next step is to develop the COLA ready to submit to the NRC.
  - Additional site study work and engineering design will be completed, and cost estimates will be refined which will continue to reduce the uncertainties of the project.
  - Critical site seismic work will be done this summer, in conjunction with other seismic work at the INL site that will save the project costs.
  - Information from this work is needed to keep the overall project on track for 2029.
- During this period information will be developed and refined as required for the COLA submittal.
  - ECT Run Fourth Quarter 2021
  - Class 3 estimate – Third Quarter 2022 & ECT Run
  - Class 2 estimate – First Quarter 2024 & ECT Run
- UAMPS will be focused on signing up additional participants into the project to fill the remaining subscription for the project.
  - **As additional participants come in LAC's cost share will be reduced.**



## LOS ALAMOS COUNTY

- For LAC to stay within approved budget, LAC's subscription will decrease to 1.8 MW of the 462 MW facility.
- At full subscription LAC's cost share for the COLA development at 8.6 MW subscription would be 1.86% or \$442,719 w/DOE Funding (Class 3 estimate) and \$1,256,219 w/DOE funding (Class 2 estimate).
- **Note these amounts are included in the \$58/MWh and would only require payment if LAC or UAMPS withdraws for convenience.**
- The percentage amount and development phase cost commitment may change based on new participation levels. The numbers may fluctuate based on overall project participation.
- **As additional participants come into the project our cost share will go down.**
- There will be multiple ECT runs during this phase to evaluate the projects status and progress.



## CONCLUSION

- UAMPS continues to evaluate all available resource options. An overall balanced resource mix will provide the best stability to power costs.
- It is more risky to do nothing and leave wholesale power costs to chance (August 2020, February 2021 and even the current summer pricing).
- All options have risk due to the uncertain nature of technologies and legislative requirements.
- The current contractual off-ramp is July 23, 2021 after which a new Budget & Plan of Finance goes into effect.



---

# QUESTIONS



**To:** Carbon Free Power Project

**From:** UAMPS

**Date:** June 24, 2021

**RE:** Official Notice of the Revised Budget and Plan of Finance for a Six NuScale Power Module Facility Configuration

---

### **Introduction**

This memorandum and accompanying documents constitutes UAMPS' official notice pursuant to Section 601(f) of the Carbon Free Power Project Power Sales Contract (the "CFPP Power Sales Contracts") that the Project Management Committee approved, on June 22, 2021 and the Carbon Free Power Project Board approved on June 23, 2021, a Revised Budget and Plan of Finance for the Carbon Free Power Project for a six (6) NuScale Power Module facility with a gross output of 462 MWe. This notice allows each Participant to elect, if it desires, to withdraw from the Carbon Free Power Project (the "Project") by delivering a Notice of Withdrawal to UAMPS or elect, if it desires, to reduce its Entitlement Share by delivering Notice of Reduction to UAMPS, in either case within 27 days of the date of this notice. For the sake of clarity, a Notice of Withdrawal or Reduction **must be delivered no later than July 23, 2021** to UAMPS. If sending a notice via email, we would ask that you please send the notice via registered mail in addition. Capitalized terms not defined herein retain their respective meanings as defined in the CFPP Power Sales Contracts and associated resolutions. Please note that forms of Notices of Withdrawal and Notices of Reduction are also being provided. If you are interested in increasing your Entitlement Share, staff will provide you a Notice of Increase.

### **Financial Impact of Participant Withdrawal or Reduction**

A Participant that elects to withdraw from the Project or to reduce its Entitlement Share will be required to pay its proportionate share of its Development Cost Share of the Development Costs incurred to the effective date of its withdrawal. This payment from a withdrawing Participant will be due within twelve (12) months of the effective date of the withdrawal.

A Participant electing to reduce its Entitlement Share will be responsible for its proportionate share of Development Costs through the effective date of the reduction. A Participant electing to reduce will only become obligated to repay its Development Cost Share should that Participant elect to fully withdraw from the Project.

### **Conclusion**

UAMPS is enclosing a breakdown of the net Development Costs for each Participant on an individual Participant basis. UAMPS staff is available to support any questions that you may have or participate any governing body discussions related to the Project.

UAMPS  
Member Financial Positions for Termination and Budget & Plan of Finance  
Licensing Phase 1

CFPP Participant	Site Share (kW)	Site Share Percentage	MEMBER FINANCIAL POSITION FOR TERMINATION <sup>2</sup>			Licensing Phase 1 - COLA Submission		Licensing Phase 1 - Class 3 PCE	
			Total Project Cost		Total Project Costs	Gross Project	Project Cost Net of	Gross Project	Project Cost Net of
			Participant	Net of Cost Sharing thru		Cost thru	Cost Sharing thru	Cost thru	Cost Sharing thru
			Revenue	100% Interim PMC Budget	Net of Participant Revenue	Jan-24	Jan-24 <sup>3</sup>	Sep-22	Sep-22 <sup>4</sup>
			\$ 914,060	\$ (6,702,745)	\$ (5,788,685)	\$ 309,453,984	\$ 67,620,125	\$ 112,816,802	\$ 23,830,809
Beaver <sup>1</sup>	2,155	2.0963%	\$ 19,605.67	\$ (140,509.64)	\$ (120,903.97)	\$ 6,487,084	\$ 1,417,521	\$ 2,364,979	\$ 499,565
Blanding	2,012	1.9572%	50,551.38	(131,186.12)	(80,634.74)	6,056,633	1,323,461	2,208,050	466,417
Brigham City	15,250	14.8348%	70,830.75	(994,338.81)	(923,508.06)	45,906,880	10,031,310	16,736,147	3,535,253
Enterprise	392	0.3813%	17,930.55	(25,557.57)	(7,627.02)	1,179,948	257,836	430,170	90,867
Ephraim	3,000	2.9183%	26,807.75	(195,606.21)	(168,798.46)	9,030,796	1,973,358	3,292,333	695,454
Fairview	900	0.8755%	20,982.70	(58,682.53)	(37,699.83)	2,709,269.63	592,014.19	987,711.10	208,638.73
Fallon	2,000	1.9455%	31,840.21	(130,401.90)	(98,561.69)	6,020,427.26	1,315,549.53	2,194,850.88	463,628.39
Fillmore	3,019	2.9368%	30,486.15	(196,846.21)	(166,360.06)	9,088,044.60	1,985,867.83	3,313,203.84	699,883.20
Holden	500	0.4864%	5,963.92	(32,602.15)	(26,638.23)	1,505,184	328,904	548,741	115,913
Hurricane	14,122	13.7375%	46,209.05	(920,789.59)	(874,580.54)	42,511,241	9,289,315	15,498,208	3,273,757
Hyrum	10,000	9.7277%	60,249.99	(652,022.92)	(591,772.93)	30,102,755	6,577,883	10,974,480	2,318,190
Idaho Falls	5,000	4.8639%	91,041.05	(326,014.81)	(234,973.76)	15,051,532	3,288,975	5,487,296	1,159,107
Kanosh	300	0.2918%	4,359.16	(19,558.61)	(15,199.45)	902,986.73	197,315.52	329,199.43	69,538.30
Lassen	3,000	2.9183%	28,436.79	(195,606.21)	(167,169.42)	9,030,795.62	1,973,358.11	3,292,332.73	695,454.50
Los Alamos	6,370	6.1966%	128,643.32	(415,342.29)	(286,698.97)	19,175,625.57	4,190,148.67	6,990,805.95	1,476,699.91
Monroe	600	0.5837%	7,065.79	(39,123.92)	(32,058.13)	1,806,283	394,699	658,512	139,100
Morgan	1,398	1.3599%	14,693.15	(91,150.63)	(76,457.48)	4,208,265	919,566	1,534,196	324,075
Mt. Pleasant	1,800	1.7510%	10,963.04	(117,365.06)	(106,402.02)	5,418,539	1,184,028	1,975,422	417,277
Oak City	500	0.4864%	5,923.31	(32,602.15)	(26,678.84)	1,505,184.18	328,904.29	548,740.92	115,913.05
Paragonah	200	0.1946%	-	(13,043.54)	(13,043.54)	602,197.45	131,588.76	219,541.50	46,374.75
Parowan	3,000	2.9183%	-	(195,606.21)	(195,606.21)	9,030,795.62	1,973,358.11	3,292,332.73	695,454.50
Payson	5,000	4.8639%	46,035.40	(326,014.81)	(279,979.41)	15,051,532	3,288,975	5,487,296	1,159,107
Santa Clara	3,000	2.9183%	70,478.13	(195,606.21)	(125,128.08)	9,030,796	1,973,358	3,292,333	695,454
SESD	2,000	1.9455%	20,278.10	(130,401.90)	(110,123.80)	6,020,427	1,315,550	2,194,851	463,628
Spring City	400	0.3891%	5,233.70	(26,080.38)	(20,846.68)	1,204,085.45	263,109.91	438,970.18	92,725.68
Washington	15,381	14.9622%	95,580.40	(1,002,878.11)	(907,297.71)	46,301,123.99	10,117,458.34	16,879,875.55	3,565,613.30
Weber Basin	500	0.4864%	3,870.09	(32,602.15)	(28,732.06)	1,505,184.18	328,904.29	548,740.92	115,913.05
WREC	1,000	0.9728%	-	(65,204.30)	(65,204.30)	3,010,368	657,809	1,097,482	231,826
<b>Total</b>	<b>102,799</b>	<b>100.0000%</b>	\$ 914,059.55	\$ (6,702,744.97)	\$ (5,788,685.42)	\$ 309,453,984.00	\$ 67,620,125.00	\$ 112,816,802.00	\$ 23,830,809.00

<sup>1</sup> Beaver effectively rejoined the Carbon Free Power Project as of 6/23/2021. The required payment for exiting the project was waived as a result. <sup>2</sup> Based on the approved interim PMC budget (ending 1/31/2022), the total gross project costs were capped at \$11.39M and net of projected \$7.9M of DOE cost sharing funds is projected to be \$4M. Also, included in this total is the adjusted 10/31/2020 financial position net of payments received by the 8 exters. The amounts listed are estimated and invoicing will be based on actuals. UAMPS will provide as soon as possible, to those that exit CFPP, a full accounting of costs owed through this phase.

<sup>3</sup> Net project costs include ~\$3.06M of transmission construction escrow payments that are refunded upon COD of the required transmission line. <sup>4</sup> Net project costs include ~\$570K of transmission construction escrow payments that are refunded upon COD of the required transmission line.

## FORM OF NOTICE OF WITHDRAWAL

Date \_\_\_\_\_

Utah Associated Municipal Power Systems  
155 North 400 West, Suite 480  
Salt Lake City, Utah 84103  
Attention: General Manager  
General Counsel

Re: Carbon Free Power Project Power Sales Contract

Dear Gentlemen:

Pursuant to Section 204 of the above-referenced Power Sales Contract (the “*Power Sales Contract*”), \_\_\_\_\_ (the “*Participant*”) hereby gives notice of its election to withdraw from the Project.

The Participant hereby acknowledges and agrees that:

1. This Notice of Withdrawal shall be effective as of August 2021.
2. By delivering this Notice of Withdrawal, the Participant waives its right to receive any reimbursement for Development Costs previously paid by it, except as otherwise provided in the Power Sales Contract.
3. The Participant shall remain responsible for the payment of an amount equal to its Development Cost Share of all Development Costs incurred, including its Development Cost Share of the amounts necessary to repay all Bonds issued and outstanding, in each case up to the effective date of the Participant’s withdrawal from the Project.
4. The Participant that shall, within twelve months of the effective date of its withdrawal, repay the amounts described in paragraph 3 above together with any interest expense on such amounts and any other charges incurred by UAMPS under the Financing Documents.
5. From and after the effective date of its withdrawal (a) the Participant’s Entitlement Share shall be terminated, (b) the Participant’s Representative shall have no right to participate in or vote at meetings of the Project Management Committee or meetings of the Board with respect to the Project, and (iii) this Contract will remain in effect only with respect to the Participant’s repayment obligations described in paragraph 4 above.

6. The Participant shall have no responsibility for the payment of Development Costs incurred or Bonds issued after the effective date of its withdrawal.

Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Power Sales Contract.

[PARTICIPANT NAME]

By \_\_\_\_\_  
Authorized Officer

## FORM OF NOTICE OF REDUCTION

Date \_\_\_\_\_

Utah Associated Municipal Power Systems  
155 North 400 West, Suite 480  
Salt Lake City, Utah 84103  
Attention: General Manager  
General Counsel

Re: Carbon Free Power Project Power Sales Contract

Dear Gentlemen:

Pursuant to Section 301(d) of the above-referenced Power Sales Contract (the "*Power Sales Contract*"), \_\_\_\_\_ (the "*Participant*") hereby gives notice of its election to reduce its Entitlement Share from \_\_\_\_\_ kilowatts (the "*Original Entitlement Share*") to \_\_\_\_\_ (the "*Reduced Entitlement Share*").

The Participant hereby acknowledges and agrees that:

1. This Notice of Reduction shall be effective as of August 2021.
2. The Participant shall remain responsible for the payment of an amount equal to its Development Cost Share of all Development Costs incurred, including its Development Cost Share of the amounts necessary to repay all Bonds issued and outstanding, in each case based in its Original Entitlement Share and up to the effective date of the Participant's withdrawal from the Project.
3. From and after the effective date of this Notice of Reduction, the Participant's Reduced Entitlement Share shall apply for all purposes of the Power Sales Contract, including the calculation of the Participant's Development Cost Share.

Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Power Sales Contract.

[PARTICIPANT NAME]

By \_\_\_\_\_  
Authorized Officer

## CFPP 6-Pack Configuration Talking Points

### June 25, 2021

UAMPS is continuing aggressive development of its Carbon Free Power Project (CFPP), the nation's first small modular nuclear reactor electric generating plant. The project will allow many participating members to fully decarbonize their energy portfolios while bolstering resilience of the electrical grid.

A key decision in plant configuration is the number of NuScale Power Modules (NPMs or modules) to be utilized. With NuScale's announcement of a power output increase from 60 MWe to 77 MWe per NPM, it has become clear that a 12-module plant generating 924 MWe of electricity would be significantly more than is necessary for UAMPS' participating members and other interested utilities.

NuScale offers customers scalable power plant configurations capable of housing varying numbers (e.g., 4, 6, 12) of modules. After NuScale's NPM power increase announcement, UAMPS was contractually advancing the CFPP as an 8-module plant. However, after much analysis and due diligence, UAMPS has decided that the CFPP will be a 6-module power plant generating 462 MWe (gross). The current CFPP schedule remains unchanged with the first module operational in 2029 and the remaining modules achieving commercial operation in 2030.

While the capital cost of the smaller 6-module plant is less than the 8-module plant, the levelized cost of energy (LCOE) over the plant's 60-year design life would be slightly more. Accordingly, UAMPS has increased the target LCOE used for project economic evaluation purposes from \$55 per MWh to \$58 per MWh.

The reason for the increase in LCOE is that project costs do not decrease proportionally with the decrease in MW hours generated when moving from an 8 to a 6 module plant. Examples include:

- The Nuclear Island, i.e., Reactor, Control and Radwaste buildings size and cost is not reduced by 25% for a reduction in plant size from 8 to 6 modules. In fact, the Control and Radwaste buildings remain the same size for either the 6 or 8 module configurations. Reactor building size and cost is not reduced by 25% for a reduction in plant size from 8 to 6 modules.
- Shared systems and equipment (e.g., reactor building crane, reactor vessel assembly/disassembly) remain the same regardless of the number of modules.
- Certain non-EPC costs, referred to as "Owner's Costs" do not reduce proportionally when the number of modules are reduced. For example, the cost to develop the U.S. Nuclear Regulatory Commission (NRC) Combined License Application (COLA) and subsequent NRC review of the COLA and issuance of a Combined License is generally the same regardless of the plant size.

In summary, while the costs decrease less than proportionally to the number of modules, the electricity generated decreases proportionally with the decrease in number of modules. In going from an 8-module to a 6-module plant, the denominator in the LCOE calculation (MWhs) decreases by 25% while the numerator (\$ costs) decreases by only 20.9%. Doing the math,  $\$55/\text{MWh} \times (1-0.209)/(1-0.750) = \$58/\text{MWh}$ .

Points in favor of a 6-module plant include:

- Full plant subscription will be significantly easier to obtain. With a number of UAMPS members desiring to increase their subscription or rejoin the project, along with other interested utilities, subscription is expected to fill up quickly.
- A \$58/MWh LCOE is still an exceptional price for carbon-free, dispatchable (always available) electric power. The LCOE of other advanced reactor projects, green hydrogen, storage, batteries, etc., are all projected to far exceed \$58/MWh. The CFPP would still be the most competitive non-carbon, dispatchable resource.
- The Development Cost Reimbursement Agreement would remain in place, protecting UAMPS members from risk in the event of an Economic Competitive Test failure. Up to the point of COLA submittal, UAMPS members would be reimbursed for all costs if the price rises above the \$58/MWh level.
- The site footprint for a 6-module plant is around 12 acres, smaller than the 34 acres of a 12-module plant.



# County of Los Alamos

## Staff Report

July 21, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

---

<b>Agenda No.:</b>	8.A.
<b>Index (Council Goals):</b>	DPU FY2021 - 3.0 Be a Customer Service Oriented Organization that is Communicative, Efficient, and Transparent
<b>Presenters:</b>	Philo Shelton
<b>Legislative File:</b>	14599-21

---

### Title

Monthly 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. Accounts Receivable Report for July 2021 was not available.

### Attachments

A - Electric Reliability Report  
B - Safety Report

# **STATUS REPORTS**

## **ELECTRIC RELIABILITY**

PREPARED BY

Alan Horton  
Associate Engineer

Prepared by Alan Horton  
Associate Engineer L.A.C.U.

[illegible]

CIRCUIT SAIDI IS CALCULATED ACCORDING TO THE NUMBER OF CUSTOMERS IN EACH CIRCUIT RESPECTIVELY

<u>Running SAIDI Circuit 13</u>	<u>Running SAIDI Circuit 14</u>	<u>Running SAIDI Circuit 15</u>	<u>Running SAIDI Circuit 16</u>	<u>Running SAIDI Circuit 17</u>	<u>Running SAIDI Circuit 18</u>	<u>Running SAIDI Circuit EA4 &amp; Royal Crest</u>	<u>Running SAIDI Circuit WR1</u>	<u>Running SAIDI Circuit WR2</u>	<u>Monthly SAIDI</u>		<u>Monthly Customer Minutes out of service</u>	<u>WEATHER SAIDI</u>
							0:00:45	0:01:15				
0:00:28				0:07:19								
0:01:05							0:03:36					
	0:00:29							0:19:48	JULY	0:03:06	467:10:00	
								0:20:34				
0:01:32							0:06:26		AUG	0:00:45	112:55:00	
			0:00:21									
0:01:34							0:06:30		SEP	0:00:06	14:00:00	
		0:04:00										
		0:04:48										
		0:05:46										
				0:37:28								0:00:42
				1:06:10					OCT	0:02:34	386:15:00	
							0:06:35					
												0:05:15
												0:08:46
												0:00:05
	0:00:37						0:06:39		NOV	0:14:30	2185:05:00	
		0:06:43							DEC	0:00:12	31:10:00	
0:02:46		0:11:31							JAN	0:00:13	33:00:00	
			0:11:36									
						0:02:44						
	0:00:57								FEB	0:03:21	505:30:00	
	1:15:57								APR	0:04:28	673:45:00	
							0:06:57					
	1:16:37											
						0:13:38						0:00:12
			0:29:47						MAY	0:18:33	2795:48:00	
							1:29:57					0:14:33
		0:15:50										
		0:20:10										
			0:30:04									
							1:30:25					
							1:35:09		JUNE	0:02:46	416:15:00	
<b>Circ 13</b>	<b>Circ 14</b>	<b>Circ 15</b>	<b>Circ 16</b>	<b>Circ 17</b>	<b>Circ 18</b>	<b>Circ EA4</b>	<b>Circ WR1</b>	<b>Circ WR2</b>	<b>Total</b>	<b>0:50:33</b>		<b>0:29:33</b>
<b>1655</b>	<b>539</b>	<b>1875</b>	<b>1842</b>	<b>209</b>	<b>213</b>	<b>165</b>	<b>1586</b>	<b>961</b>	<b>9045</b>			

Twelve Month History	June 2021	
Total # Accounts	9045	
Total # Interruptions	42	
Sum Customer Interruption Durations	7620:53:00	hours:min:sec
# Customers Interrupted	5897.0	
SAIFI (APPA AVG. = 1.0)	0.65	int./cust.
SAIDI (APPA AVG. = 1:00)	0.50	hours:min
CAIDI	1.17	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)

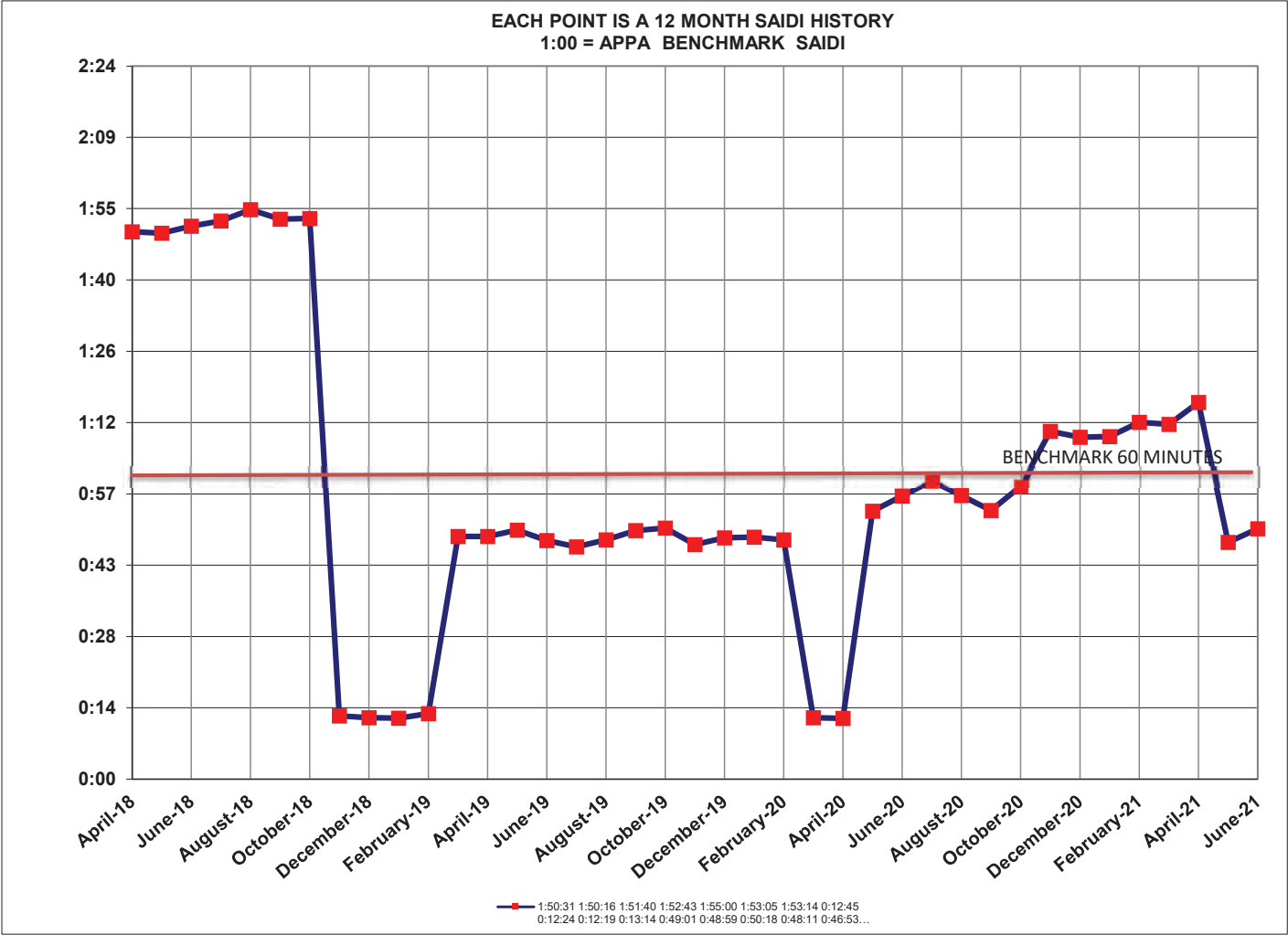
$$\text{SAIDI} = \frac{(\text{Sum of all customer outage durations})}{(\text{Total number of customers served})}$$

- **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)

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



# STATUS REPORTS

## SAFETY

PREPARED BY

Steve Klepeis  
Risk Manager

	Hours Worked	Hours Worked	Hours Worked	Hours Worked	Hours Worked	Hours Worked
	ADMIN	EL DIST	EL PROD	GWS	WA PROD	WWTP
MONTH						
Jan - 2021	4445.0	2200.0	2760.0	4754.0	1523.0	1760.0
Feb - 2021	3492.0	1828.0	1954.0	3813.0	1181.0	1333.0
Mar - 2021	3716.0	1907.0	1961.0	3987.0	1277.0	1265.0
Apr - 2021	3722.0	1886.0	1922.0	4009.0	1313.0	1380.0
May - 2021	3653.0	1914.0	1944.0	4286.0	1268.0	1326.0
June - 2021	3638.0	1732.0	1823.0	3818.0	1299.0	1378.0
July - 2020	4877.0	2789.0	2471.0	6170.0	2026.0	1996.0
Aug - 2020	3552.0	1897.0	1927.0	4080.0	1247.0	1355.0
Sept - 2020	3150.0	1502.0	1929.0	3547.0	1189.0	1356.0
Oct - 2020	3637.0	1663.0	1724.0	3769.0	1116.0	1349.0
Nov - 2020	3413.0	1687.0	1780.0	3910.0	1206.0	1429.0
Dec - 2020	4664.0	2358.0	2517.0	5275.0	1589.0	1897.0
Total Hrs Worked ->	45959.0	23363.0	24712.0	51418.0	16234.0	17824.0
Number of Recordable Injury and Illness Cases*	0	3	0	1	0	0
OSHA Recordable Injury & Illness Incidence Rate	0.00	25.68	0.00	3.89	0.00	0.00
Number of OSHA Days Away Days Restricted (DART) cases	0	0	0	0	0	0
OSHA Days Away Days Restricted (DART) Rate	0.00	0.00	0.00	0.00	0.00	0.00
*ALL THREE ELECTRICAL DISTRIBUTION INJURIES AND THE ONE GWS INJURIE WERE MINOR INJURIES REQUIRING MEDICAL TREATMENT BEYOND FIRST AID, BUT WERE TREATED AND RELEASED TO FULL DUTY WITH NO LOST TIME. ONE OF THE LISTED ED INJURIES OCCURRED 6/20 AND WILL NO LONGER BE INCLUDED IN NEXT MONTH'S REPORT. THE GWS INJURY OCCURRED 8/20 AND WILL NOT BE INCLUDED IN THE SEPTEMBER REPORT. INJUR						
INJURIES REQUIRING MEDICAL ATTENTION BEYOND FIRST AID ARE REQUIRED TO BE CONSIDERED OSHA RECORDABLE INJURIES , RETAINED IN THIS RECORD FOR 1 YEAR, REGARDLESS OF HOW MINOR THEY MAY BE.						

## DEPARTMENT OF PUBLIC UTILITIES CLAIMS

Information Provided by the County Risk Manager

YEAR	REPORT MONTH	BPU MTG DATE	TORT CLAIMS	WORKERS COMP	PROPERTY DAMAGE
2021	1-Jul	7/21/2021	NONE	NONE	NONE
2021	2-Jun	6/16/2021	NONE	NONE	NONE
2021	4-Apr	5/19/2021	NONE	NONE	NONE
2021	03-Mar	4/21/2021	NONE	NONE	NONE
2021	02-Feb	3/17/2021	1. GWS employee backed into parked unoccupied motorist's vehicle. 2. GWS snowplow slid into motorist under icy conditions.	An ED employee slipped and fell on ice; injured right wrist/hand; able to return to work with no lost days.	A GWS employee backed into a shed at the Aquatic Center. GWS is repairing damage.
2021	01-JAN	2/24/2021	NONE	NONE	1. A GWS employee misjudged backing clearance and backed vehicle 1113 into 1202, with minor damage.  2. A Utilities EP Hydro employee misjudged backing clearance and backed vehicle 1242 into a parked snow plow, resulting only in a small hole in 1242 tailgate. Winter weather conditions.
2020	12-DEC	1/20/2021	On DP Road, GWS driver making turn misjudged clearance and struck a support leg of a flagging machine owned by Southwest Safety; \$3800+- damage claimed.	NONE	NONE
2020	11-NOV	12/16/2020	Claimant alleges that lightning struck a County utility pole causing a voltage surge that damaged his computer. Recommended for denial.	NONE	Claim in which a Utilities employee reported that the toolbox slid in the truck he was driving, and it broke the truck's rear window.
2020	10-OCT	11/18/2020	Claim involving Electrical Distribution: a claimant alleges that home appliances were damaged due to a failure of their neutral conductor, causing voltage overload in part of their electrical panel. ED has responded that the County has no way of knowing or predicting that a house service conductor will fail. Claim has been recommended for denial.	NONE	NONE

## DEPARTMENT OF PUBLIC UTILITIES CLAIMS

Information Provided by the County Risk Manager

YEAR	REPORT MONTH	BPU MTG DATE	TORT CLAIMS	WORKERS COMP	PROPERTY DAMAGE
2020	09-SEP	10/21/2020	NONE	A lineman fractured/lacerated his right middle finger when removing a heavy manhole cover; returned to duty same day.	NONE
2020	08-AUG	9/16/2020	Resident and her insurer claim sewer back-up damage due to County main problem	GWS worker using high pressure wand; wand slipped, causing contact and skin abrasion to wrist.	NONE
2020	07-JUL	8/19/2020	Water main repair caused debris to enter residence plumbing, clogging house facilities; plumber's bill claimed.	NONE	Break-in reported at El Vado. Damage and theft of federally owned property being stored on premises; no damage or theft to County.
2020	06-JUN	7/15/2020	A claimant experienced water damage to his residence due to a County water line leak.	NONE	NONE
2020	05-MAY	6/17/2020	NONE	NONE	NONE
2020	04-APR	5/20/2020	NONE	NONE	NONE
2020	03-MAR	4/15/2020	NONE	NONE	NONE
2020	02-FEB	3/18/2020	NONE	NONE	NONE
2020	01-JAN	2/19/2020	Resident incurred plumber bill; didn't know outage was due to main break.	NONE	NONE



# County of Los Alamos

## Staff Report

July 21, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

---

<b>Agenda No.:</b>	8.B.
<b>Index (Council Goals):</b>	DPU FY2021 - 1.0 Provide Safe and Reliable Utility Services
<b>Presenters:</b>	Electrical Engineering Manager Stephen Marez
<b>Legislative File:</b>	14271-21

---

### **Title**

Quarterly Update on Utility System - Electric Distribution

### **Recommended Action**

**No Recommendation, for information only.**

### **Staff Recommendation**

N/A

### **Body**

This is an update to last year's Electric Distribution Condition Assessment. The update provides the strategy for operating and maintaining the electric distribution system for Los Alamos and White Rock, and provides an overview of O&M and Capital needed to provide safe and reliable electric utility services.

### **Alternatives**

N/A

### **Fiscal and Staff Impact**

None, update only.

### **Attachments**

A - 2021 Electric Distribution Presentation

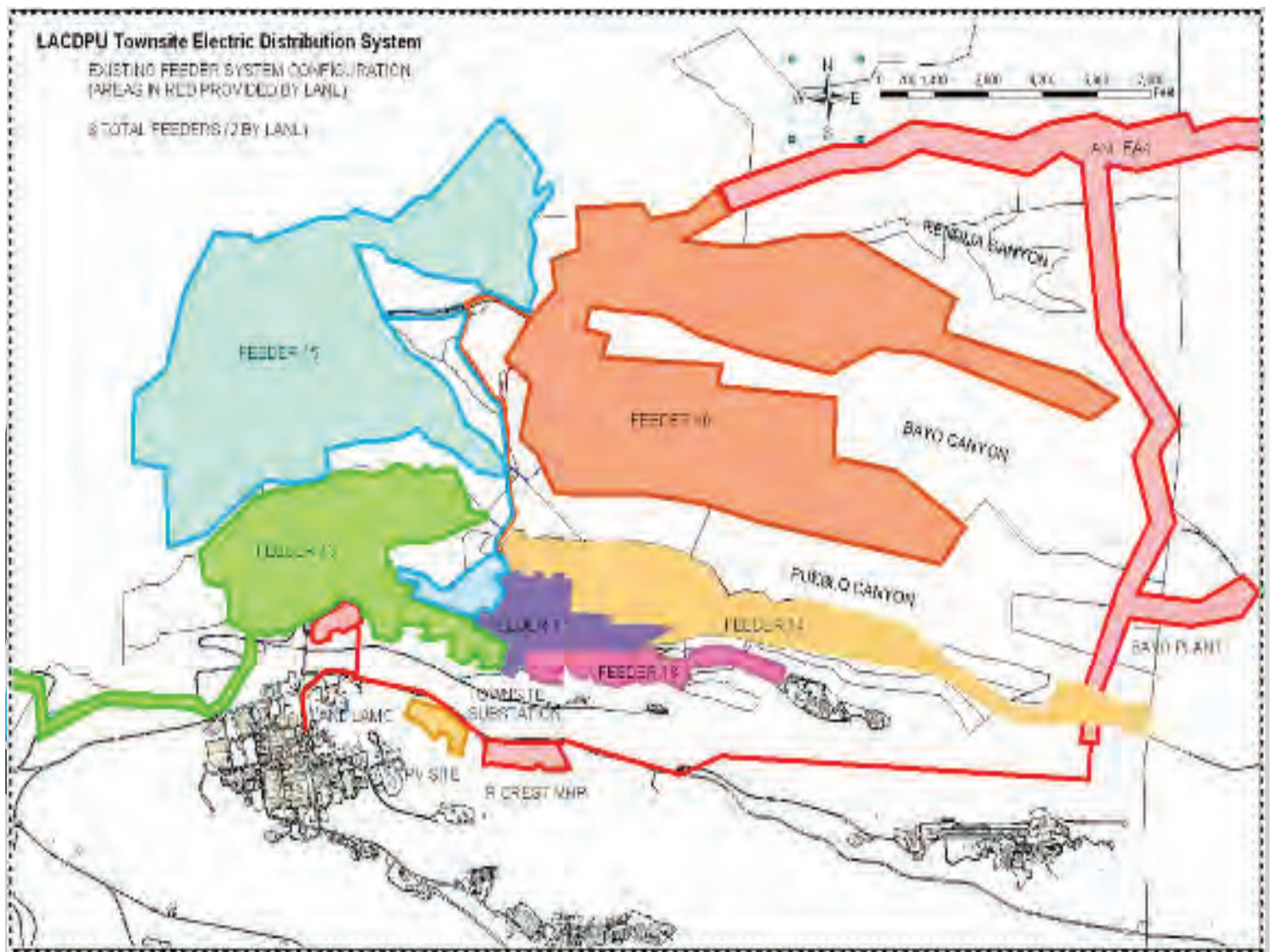


**Department of Public Utilities**

**Electric Distribution**

**Stephen Marez, P.E.**

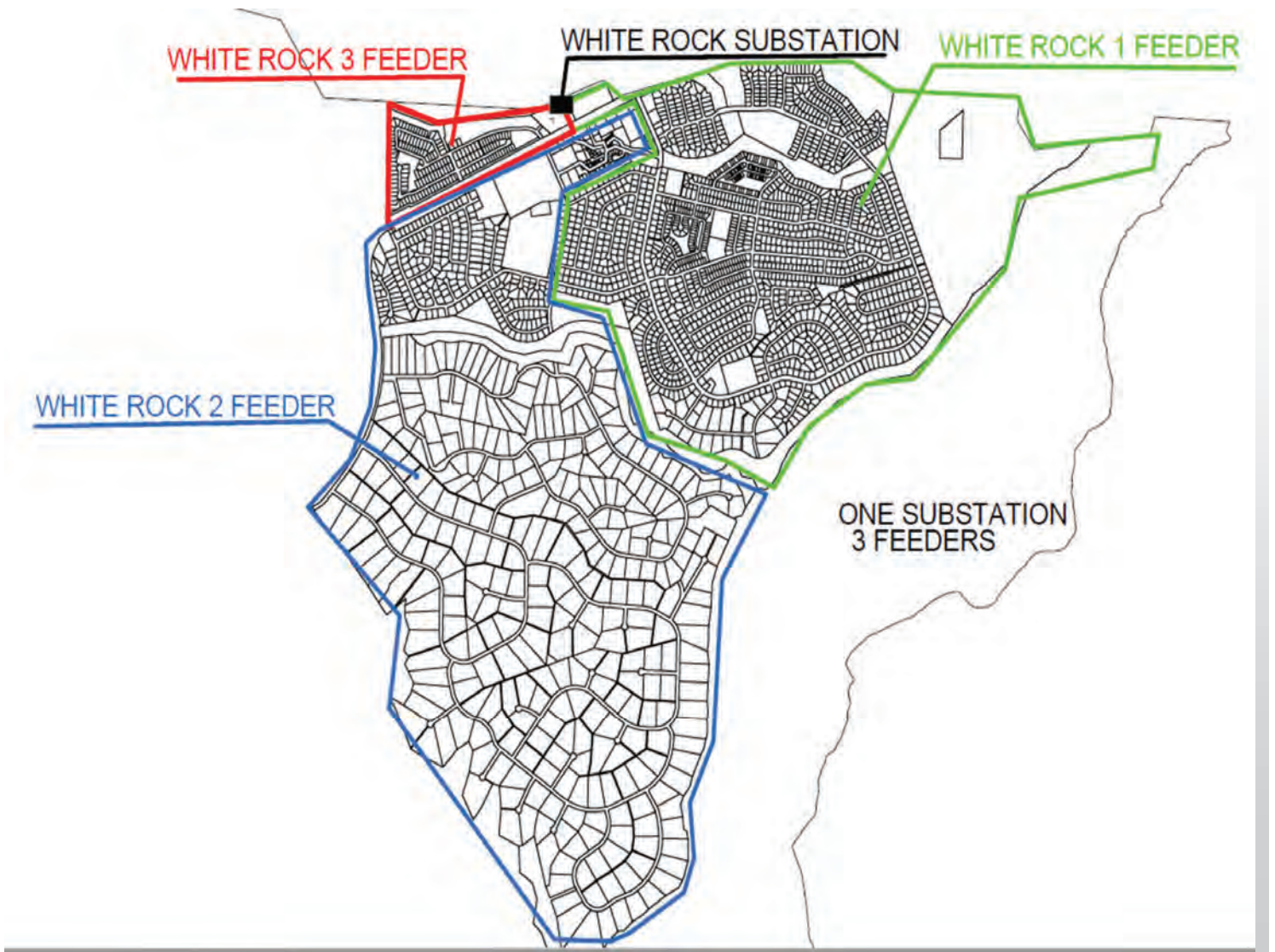
**Electrical Engineering Manager**



PROPOSED FEEDER CONFIGURATION WITH  
NEW LASS & EAST GATE SUBSTATION ADDITIONS  
(HATCHED AREA ARE NEW FEEDERS, SOLID AREA  
ARE EXISTING FEEDERS)

17 TOTAL FEEDERS (11 NEWLANL)







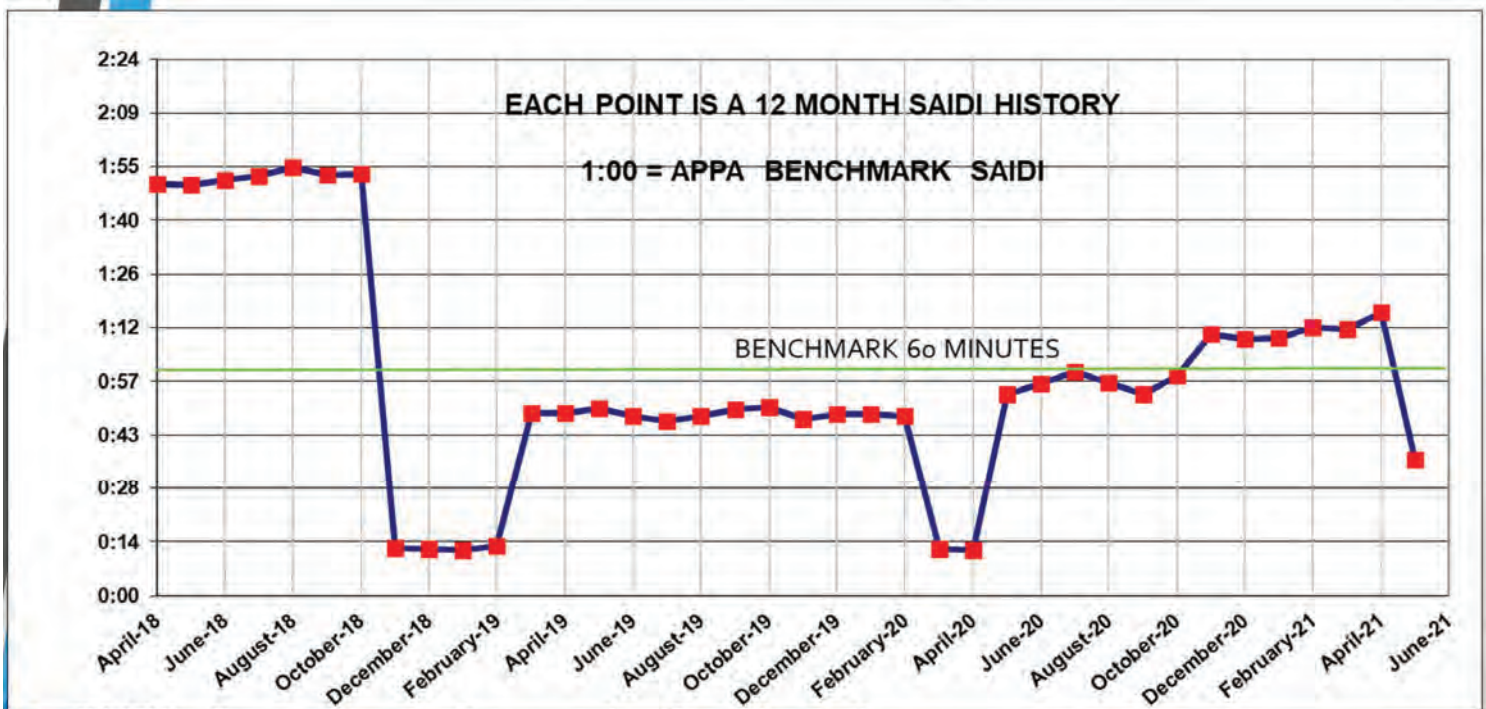
# System Reliability

- **Systemic:**
  - Overhead and Underground Failures
- **Non-Systemic:**
  - Third Party Damage (Human Caused)
  - Animals
  - Weather
  - Trees
  - Unknown

SAIDI = SYSTEM AVERAGE INTERRUPTION DURATION INDEX

The standard for measurement of system reliability according to IEEE And APPA. Our benchmark for reliability is 60 minutes.

## SYSTEM RELIABILITY FY<sub>19</sub> TO FY<sub>22</sub>



- 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)

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



# System Management

- **Perform System Analysis**
- **Utilize Milsoft/GIS interface for system model and mapping;**
- **Maintain protective device coordination**
- **Circuit configuration to provide redundancy**
- **New Los Alamos Switch Station for added redundancy**
- **Ensure GIS maps and Feeder 1-lines are up-to-date;**
- **Provide accurate switching procedures**



## FY20-21 ACHIEVEMENTS

- NM 502 NEW ELECTRIC DISTRIBUTION SYSTEM
- WHITE ROCK SUBSTATION SWITCHGEAR REPLACEMENT
- DP ROAD ELECTRIC LINE EXTENSION
- LASS CONDUCTOR INSTALLATIONS- 13T,15T, 16T
- WHITE ROCK SUBSTATION FEEDER #3 INSTALLATION
- EL MIRADOR SUBDIVISION PHASE 1
- EXTENSIVE TREE TRIMMING EFFORTS
- POWER POLE REPLACEMENTS
- PHOTO VOLTAIC SYSTEM INSTALLATIONS



## FY20-21 ACHIEVEMENTS

- SULLIVAN FIELD CLUBHOUSE
- NATURAL GROCERS
- AMI COLLECTOR INSTALLATIONS
- WHITE ROCK SPLASH PAD
- LA VISTA PRIMARY REPLACEMENT
- PAJARITO WELL PRIMARY REPLACEMENT



## O&M GOALS

- CONTINUE WITH NO LOSS TIME ACCIDENTS
- COMPLETE THE CAPITAL PROJECTS THAT ARE SCHEDULED
- CONTINUE WITH THE ASSET MANAGEMENT PROGRAM
- CONTINUE WITH UG LIVE-FRONT TRANSFORMER REPLACEMENT PROGRAM
- CONTINUE INSPECTIONS AND MAINTENACE PROGRAM
- DEFINE AND DOCUMENT PROCEDURES



## O&M GOALS

- MAINTAIN A SAIDI < 1 HOUR
- MAINTAIN ACCURATE SYSTEM MAPS AND DRAWINGS
- STAY WITHIN BUDGET
- CONTINUE WITH THE UNDERGROUND POWER LINE SEGMENT REPLACEMENTS
- CONTINUE WITH OH POLE AND CROSS-ARM REPLACEMENT PROGRAM



# CHALLENGES

- ELECTRICAL ENGINEERING STAFF PROVIDES DESIGN AND PROJECT MANAGEMENT OF ELECTRIC FACILITY INSTALLATIONS ON ALL COUNTY AND CUSTOMER DEVELOPMENTS
- INVENTORY SUPPLY CHAIN DELAYS OVER 20 WEEKS FOR MOST MATERIALS, CABLE , TRANSFORMERS, TERMINATIONS, METERING EQUIPMENT.



# CHALLENGES

- TIME SCHEDULE CONFLICTS BETWEEN OPERATIONS, CAPITAL PROJECTS AND COUNTY PROJECTS
- METER MAINTENANCE IN THE NEW SYSTEM
- TYLER-MUNIS SYSTEM ASSET DATA ENTRY AND FINANCIAL DATA ACQUISITION.



## ONGOING ACTION ITEMS

- TRAINING FOR LINEMEN AND ENGINEERING STAFF
- COMPLETE PREPERATION FOR LASS COMMISSIONING
- INSTALL THREE PHASE RECLOSERS WHERE NEEDED
- COMPLETE PROCEDURE DOCUMENTATION
- CONTINUE MILSOFT SYSTEM MODEL
- WORK WITH PROCURMENT ON LONG LEAD ITEMS
- AMI COMMERCIAL METERS- TESTING & INSTALLATION
- COMMISSION THE L.A. SWITCH STATION
- INSTALL CONDUCTORS FROM EAST JEMEZ ROAD TO DIAMOND DRIVE.



# ACTIVE PROJECTS

- EL MIRADOR SUBDIVISION
- CHERYL AND CONNIE PRIMARY REPLACEMENT
- AMI COMMERCIAL METER TESTING AND INSTALLATIONS
- LASS SUBSTATION ACTIVATION
- LASS FEEDERS (CANYON CROSSING & DIAMOND)
- EA<sub>4</sub> CIRCUIT REPLACEMENT DESIGN
- LOS PUEBLOS & TOTAVI REPLACEMENT DESIGN



# ACTIVE PROJECTS

- THE HILLS SUBDIVISION
- PET PANGAEA AND FINCH STREET
- EL VADO HYDRO PLANT TRANSFORMER
- ARKANSAS APARTMENTS
- MARRIOTT HOTEL
- RIM TRAIL TUNNEL
- AQUATIC CENTER LEISURE LAGOON
- AIRPORT FUEL FARM
- STARBUCKS



## ACTIVE PROJECTS

- CANYON WALK APARTMENTS
- THE BLUFFS APARTMENTS
- DP ROAD PHASE TWO UTILITY REPLACEMENT PROJECT
- CANYON ROAD APARTMENTS DESIGN
- RESIDENTIAL PV SYSTEM INSTALLATIONS
- TRACT A-16 DEVELOPMENT
- WHITE ROCK SEWER PLANT
- WHITE ROCK NON-POTABLE POND / PUMPS
- SKI HILL WATER PROJECT

# LASS- LA SWITCH STATION



# LASS- LA SWITCH STATION



# LASS- NEW FEEDER CIRCUITS



# WHITE ROCK SUBSTATION



# WHITE ROCK SUBSTATION



## FY22 CAPITAL PROJECTS BUDGET

### DESCRIPTION

### BUDGET COST

#### OVERHEAD SYSTEM REPLACEMENTS

Poles, cross-arms, open secondary, etc.

White Rock	\$150,000
------------	-----------

Los Alamos	\$150,000
------------	-----------

<b>Subtotal OH</b>	<b>\$300,000</b>
--------------------	------------------

#### URD REPLACEMENTS

White Rock	\$200,000
------------	-----------

Los Alamos	\$200,000
------------	-----------

<b>Subtotal UG</b>	<b>\$400,000</b>
--------------------	------------------



# PRIORITY LIST PROJECTS

CIRCUIT-PRIORITY-RANK	DESCRIPTION
13-1-1	REPLACE SWITCHES SC1305A, SC1309 AND SC1309A
13-1-2	NEED TO REPLACE TRANSFORMERS 725 AND 726
14-1-1	REPLACE 15TH AND IRIS SWITCH SC1401A
14-1-2	REPLACE YMCA SWITCH SC1401A2
15-1-1	CHANGE OUT POLES AT ARKANSAS 3091,3093,3095,3098,3087,3095
15-1-2	REPLACE URD PRIMARY LINE FROM SYCAMORE TO PUEBLO COMPLEX
16-1-1	INSTALL PRIMARY J-BOXES AT 897 & 921 ESTATES DR.
16-1-2	REPLACE PRIMARY CABLE IN LA MESA RRILIER PARK
17-1-1	REPLACE POLE #6152
17-1-2	REPLACE POLE #6154
17-1-2	REPLACE POLE 6137
17-1-3	REPLACE POLE #6138
17-1-4	REPLACE POLE # 6143
17-1-5	REPLACE POLE #6144
17-1-6	REPLACE POLE #6034
17-1-7	REPLACE POLE #6011
17-1-8	REPLACE POLE #6002
17-1-9	REPLACE POLE #6037
18-1-1	REPLACE SWITCH SC1803
18-1-2	INSTALL TRANSFORMER PAD AT MERRICK -
18-1-3	REPLACE OPEN DELTA TRANSFORMERS AT DP ROAD
18-1-4	REMOVE TRANSFORMER 1101 FROM MAIN TIE TO 18 AT DP ROAD
EA4-1-1	REPLACE MULTIPLE POLES AND CROSSARMS
WR1-1-1	REPLACE 4000' 1-PHASE PRIMARY: CHERYL CT,CONNIE
WR1-1-2	REPLACE 4 PADMOUNT SWITCHES ON ARAGON AVE. WR1-3,WR3-2,WR3-3,WR3-4,WR3-5,WR3-6
WR1-1-3	CHANGE OUT TRANSFORMER P3631 AT DNCU MALL
WR2-1-1	CONDUCTOR REPLACEMENT LA SENDA AND PIEDRA LOOP
WR2-1-2	REPLACE CONDUCTOR VALLE DEL SOL

## OVERHEAD MAINTENANCE



7 wood X-arms



2 fiberglass X-arms



8 Xarms

SL circuit



2 Xarms

SL circuit  
gone!

- OH maintenance will be ongoing until the entire system is replaced



## Switches

- 168 Pad mount Switches
- Service Life Estimated @ 20 Years
- 6 remaining switches installed in the 1970's and 1980's
- They are prioritized for replacement
- Almost all switch replacements occur at night due to long outage requirements on major feeder sections. Switches are evaluated and replaced as listed in the priority list.



Date & Time: Thu, Apr 02, 2020, 22:18:26 MDT  
Position: +035.879688° / -106.298575°  
Altitude: 7307ft  
Datum: WGS-84  
Azimuth/Bearing: 087° N87E 1547mils (True)  
Elevation Angle: -29.3°  
Horizon Angle: -81.1°  
Zoom: 1X  
ng



## SWITCHES BY AGE AND CIRCUIT

	QUANTITY	PRIOR TO 2006	2006-2021
CIRCUIT 13	25	10	15
CIRCUIT 14	30	9	21
CIRCUIT 15	37	17	20
CIRCUIT 16	19	7	12
CIRCUIT 17	11	2	9
CIRCUIT 18	14	1	13
WHITE ROCK 1	11	9	2
WHITE ROCK 2	7		7
WHITE ROCK 3	5		5
EA4	3	1	2
BANDELIER	8		8
TOTAL	171	56	115



## Transformers

- 217 Three Phase Transformers  
11% Over 30 Years Old  
Replacement Cost Approximately  
\$15,000 each
- 1294 Single Phase Transformers  
20% Over 30 years Old  
Replacement Cost Approximately  
\$2,000 each
- Service Life 25 to 40 Years
- LIVE FRONT TRANSFORMERS ARE REPLACED AS PART OF CAPITAL AND OPERATIONS ACTIVITIES. ALL OTHERS ARE REPLACED WHEN FAILURE OCCURS

### 3-Phase Transformers by age and circuit

	QUANTITY	1980 - 1989	1990 - 1999	2000 - 2006	2006-2021
CIRCUIT 13	48	10	12	15	11
CIRCUIT 14	42	15	13	5	9
CIRCUIT 15	13		5	4	4
CIRCUIT 16	12		5	2	5
CIRCUIT 17	40	4	12	20	4
CIRCUIT 18	26	6	5	7	5
WHITE ROCK 1	16		4	8	4
WHITE ROCK 2	15		6	7	2
WHITE ROCK 3	0				
TOTAL	217	24	18	72	103

## 1- Phase Transformers by age and circuit

QUANTITY		1980 - 1989	1990 - 1999	2000 - 2006	2006-2021
CIRCUIT 13	308	116	52	75	65
CIRCUIT 14	58	10	14	20	14
CIRCUIT 15	235	18	37	80	100
CIRCUIT 16	257	67	30	47	113
CIRCUIT 17	8				8
CIRCUIT 18	15			6	9
WHITE ROCK 1	188	25	43	49	71
WHITE ROCK 2	217	50	60	57	50
WHITE ROCK 3	8				8
TOTAL	1294	286	236	334	438



Date & Time: Wed, Apr 29, 2020, 08:35:48 MDT  
Position: +035.899310° / -106.320474°  
Altitude: 7399ft  
Datum: WGS-84  
Azimuth/Bearing: 273° N87W 483mils (True)  
Elevation Angle: +88.7°  
Horizon Angle: -88.8°  
Zoom: 4X  
ak



Date & Time: Wed, Apr 29, 2020, 08:36:49 MDT  
Position: +035.899371° / -106.320343°  
Altitude: 7401ft  
Datum: WGS-84  
Azimuth/Bearing: 160° S20E 2844mils (True)  
Elevation Angle: +78.7°  
Horizon Angle: -88.0°  
Zoom: 4X  
a





## Power Poles

- **2386 Poles**
- **Inspected for Structural Integrity and Treated in 2006, 2013 and 2021**
  - **286 Rejects (12%)**
  - **160 Priority (7%)**
  - **Useful Life 60+ Years if Treated in Regular Intervals**



**2006 Power Pole Study and Treatment  
By PMC ( Pole Maintenance Company)**

*Results in 258 rejected poles being braced with steel  
to ensure integrity of each structure until replacement*

**2013 Power Pole Study and Treatment  
By Osmose**

*Results in the 28 rejected poles added to the list*

**2015 Power Pole Replacement Project  
By Elite Power and Recovery**

*Results in the replacement of 286 Power Poles  
As part of the circuit 15 and 16 replacement Project*

**Newly awarded -2021 Power Pole Study  
and Treatment Project in process 20 rejected so far**

## 2006 Power Pole Study

TABLE 3.3		Totals by Area				
Pole Series	Area	Pole Count	Total Rejects	Considered Priority of the Rejects	Percent of Total Rejects	Percent Priority Rejects
1000	Western Area	363	36	16	10%	4%
2000	Eastern Area	155	14	8	9%	5%
3000	North Community	656	60	39	9%	6%
4000	North Mesa	128	13	11	10%	9%
5000	Barranca Mesa	256	44	18	17%	7%
6000	White Rock	343	53	35	15%	10%
7000	Pajarito Acres	250	22	16	9%	6%
8000	Ski Hill	44	2	2	5%	5%
9000	S-18	191	26	15	14%	8%
Grand Totals		2386	270	160	11%	7%

## Power Poles Replaced Since 2006



Pole Series	Area	POLES REPLACED SINCE 2006
1000	Western Area	60
2000	Eastern Area	35
3000	North Community	80
4000	North Mesa	20
5000	Barranca Mesa	52
6000	White Rock	45
7000	Pajarito Acres	65
8000	Ski Hill	25
9000	EA4	30
Grand Totals		412





## Pole Top Assemblies

- Inspected on an Annual Rotation by LACU Operations Staff to support AMT recommendations in preparation of the Annual Budget

- **Goals: NESC Compliant Attachments**

**Condition of Pole Assemblies**

**Identify Attachments**

**Structural Integrity of Crossarms  
and Equipment**





## Conductors

- Overhead 34% of Total
- Service Life Approximately 30 Years
- Underground 66% of Total
- UG Primary Cable Total 697,885' ( per GIS 2021)
  - In Conduit 72%
  - Direct Bury 28%

Service Life Approximately 20 TO 30 Years Depending on installation method and type

Conductors install underground prior to 1980 are almost always direct buried or inserted in existing pipe.

## Age of Overhead Conductors by Circuit

	1980 - 1989	1990 - 1999	2000 – 2006	2006-2021
CIRCUIT 13		20%		10%
CIRCUIT 14				
CIRCUIT 15		20%		80%
CIRCUIT 16	24%		25%	51%
CIRCUIT 17				
CIRCUIT 18				
WHITE ROCK 1	75%	10%	5%	
WHITE ROCK 2	85%	10%	5%	

**Conductors are replaced as load increases in areas**

LOS ALAMOS TOWNSITE UNDERGROUND CABLE INSTALLATIONS (FEET)				
PROJECT SUBDIVISION OR AREA	1 PHASE PRIMARY CABLE	3 PHASE PRIMARY CABLE	1 PHASE SECONDARY CABLE	YEAR INSTALLED
EASTERN AREA WEST OF CANYON ROAD	2821		11978	1978
TIMBER RIDGE, LOMA VISTA, RIDGEPARK, OPENNHEIMER	9724	17088	9506	1975-80
WESTERN AREA	9045	11349	20596	1980
RIDGEWAY, UPPER SANDIA, UPPER TRINITY, UPPER FAIRWAY	5447	16242	12009	2004
PONDEROSA ESTATES	7179	6828	5996	1992
LOS PUEBLOS NAVAJO	11079		20015	1978
BROADVIEW BIG ROCK LOOP LA MESA	25160	12813	23015	1980-90
LOMA LINDA	2410		4988	1980
QUEMAZON	31705	30570	23444	2001-3
NC1 NC2 BURNED AREA	37858	87063	53776	2004-5
DEER TRAIL	2406		1571	2000
TRINITY - DP ROAD TO 20TH		30972		2013
DEL NORTE DEL SOL SUBDIVISIONS	15495		13740	2006
ENTRADA PAJARITO CLIFFS		21792		2012-16
RIM ROAD QUARTZ	4044		9187	2018
SAN IDELFONSO TSANKAWI	11497	40149	12229	2014
EAST ROAD AIRPORT TO ENTRADA		18360		2017
NM502 PROJECT TEWA TO CENTRAL AND TRINITY	5200	12100		2020
DP ROAD PHASE 1	1100	5000		2021
CANYON ROAD NM502 TO 15TH	2821	9832		2006
DIAMOND DRIVE		32760		2007-9

137,185' PRIMARY UG CABLE INSTALLED PRIOR TO 2000 - 25% OF TOTAL  
 400,724' PRIMARY UG CABLE INSTALLED AFTER 2000 - 75% OF TOTAL  
 TOWNSITE CONTAINS 77% OF UG CABLE COUNTY WIDE

WHITE ROCK UNDERGROUND CABLE INSTALLATIONS (FEET)

PROJECT SUBDIVISION OR AREA	1 PHASE PRIMARY CABLE	3 PHASE PRIMARY CABLE	1 PHASE SECONDARY CABLE	YEAR INSTALLED
PINION TRAILS	10011		5697	2003-06
EL MIRADOR	6500	13500	7200	2019-21
LA SENDA PIEDRA LOOP	34666			1970
LA VIST, SIERRA VISTA, PINION	15462		10669	1970-76
RIDGECREST, HASTA LA VISTA	16754		11954	1970
ARAGON TO MEADOW LANE	46661	16422	41280	1970-80

129,965' OF UG PRIMARY CABLE INSTALLED PRIOR TO 2000 - 81% OF TOTAL  
 30,011' OF UG PRIMARY CABLE INSTALLED AFTER 2000 - 19% OF TOTAL

WHITE ROCK CONTAINS 23% OF UNDERGROUND CABLE COUNTY WIDE

## Estimated Cost of Replacements

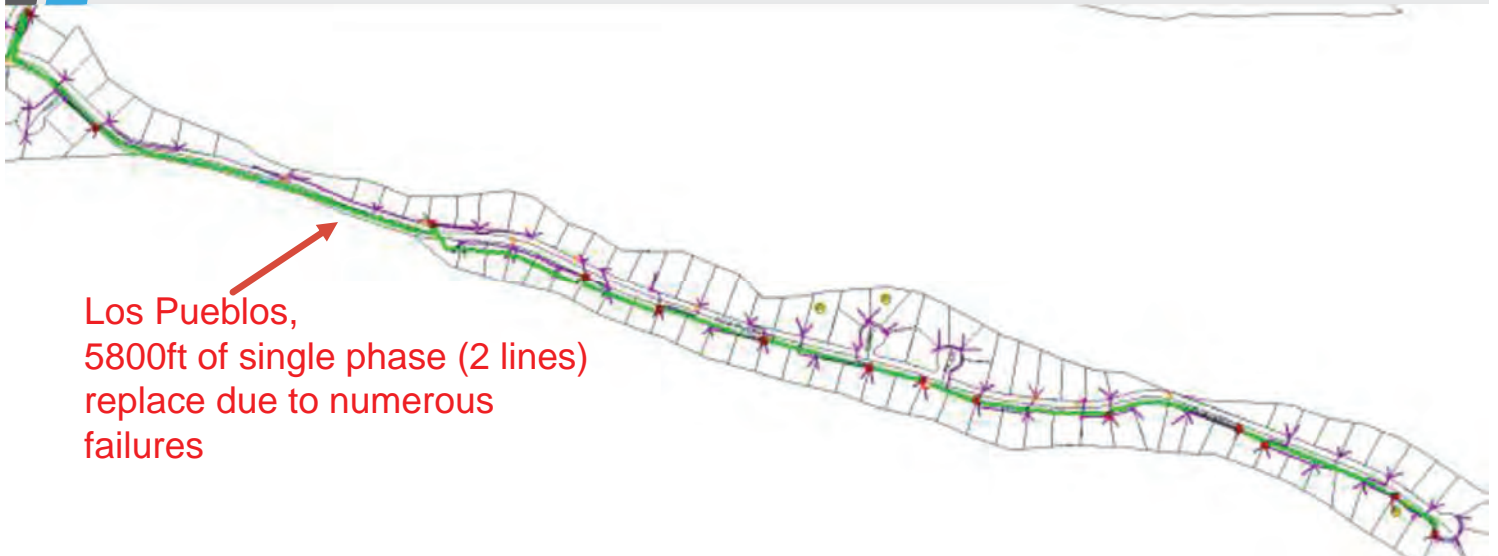
PROJECT SUBDIVISION OR AREA	TRENCH LENGTH FEET	DIGGING CONDITIONS	YEAR INSTALLED	ESTIMATED COST OF REPLACEMENT	PROJECT DURATION	PRIORITY
LA SENDA PIEDRA LOOP	25000	BASALT	1970	\$2,500,000	2 YEAR PROJECT	1
LOS PUEBLOS NAVAJO	9500	HARD TUFFA	1978	\$1,400,000	1 YEAR PROJECT	2
LA VIST, SIERRA VISTA, PINION	8000	BASALT / FILL	1970-76	\$1,200,00	2 YEAR PROJECT	3
TIMBER RIDGE, LOMA VISTA, RIDGEPARK, OPENNHEIMER	4000	TUFFA / FILL	1975-80	\$600,000	1 YEAR PROJECT	4
RIDGECREST, HASTA LA VISTA	25000	BASALT / FILL	1970	\$2,500,000	2 YEAR PROJECT	5
EASTERN AREA WEST OF CANYON ROAD	4000	TUFFA / FILL	1978	\$400,000	1 YEAR PROJECT	6
ARAGON TO MEADOW LANE	46661	BASALT / FILL	1970-80	\$5,500,000	3 YEAR PROJECT	7
WESTERN AREA	9000	TUFFA / FILL	1980	\$700,000	2 YEAR PROJECT	8

**TRENCH AND CONDUIT INSTALLATIONS  
BY ON CALL CONTRACTORS . COSTS INCLUDE  
PAVEMENT AND SIDEWALK REPAIRS.**

## Major UG issues to contend with in the future

### ■ Underground System

- Need to have the project funds to continue with URD replacement projects for SEGMENTS of the grid that we know will fail or have failed several times;
- The Los Pueblos, Navajo and Totavi power line will need to be replaced sometime in the near future; **costs close to 1.4 million dollars**



## Major UG issues to contend with in the future

The Pajarito Acres and La Senda underground electric conductors are old and direct buried. The area has had many failures and is in need of replacement. The area is generally basalt with difficult digging conditions. The replacement of these conductors will take several years and should be initiated next year. Costs will be **over two million dollars** for the entire area. Installation of new conduit and conductors.





# CABLE PULLING EQUIPMENT

THE CABLE PULLING MACHINE IS USED TO INSTALL UNDERGROUND CONDUCTORS AND THIS MACHINE IS FAILING.

MANAGEMENT AND FLEET ARE WORKING TOGETHER TO REPLACE THE MACHINE ONE YEAR IN ADVANCE OF THE SCHEDULED REPLACEMENT DATE. THE OVERALL COST FOR THE PULLER MACHINE WILL BE NEAR \$140,000 .

THIS PIECE OF EQUIPMENT IS ESSENTIAL TO UNDERGROUND ELECTRIC OPERATIONS AND CAPITAL PROJECTS.

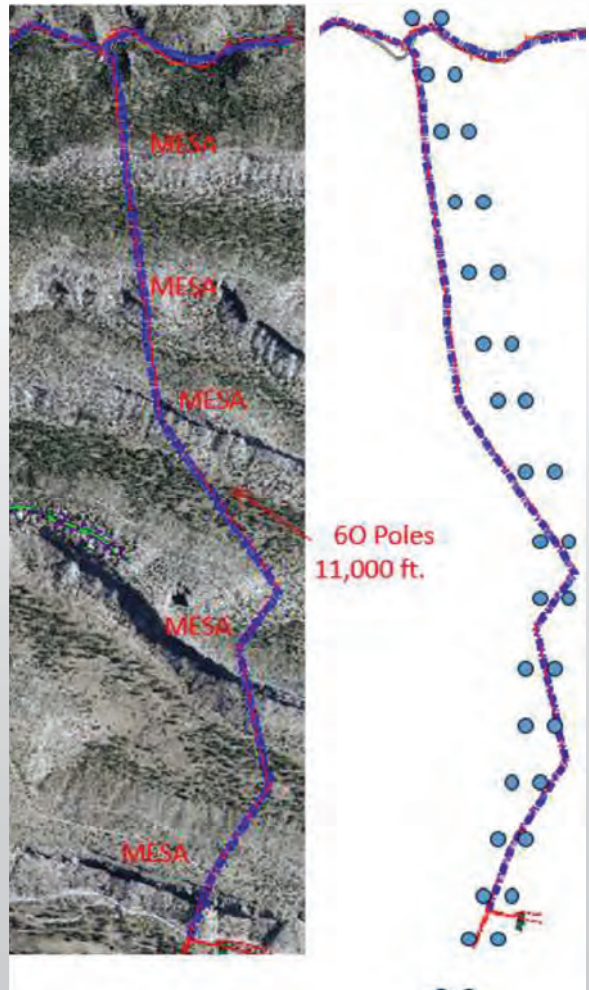
## Major OH issues to contend with in the future

### Overhead System

EA4 Feeder Replacement Project between PCS and Rendija Canyon **may cost over \$2 Million.**

This project could be split into smaller projects; for example, start with the Pueblo Canyon Crossing first.

The first phase should begin within 3 years;

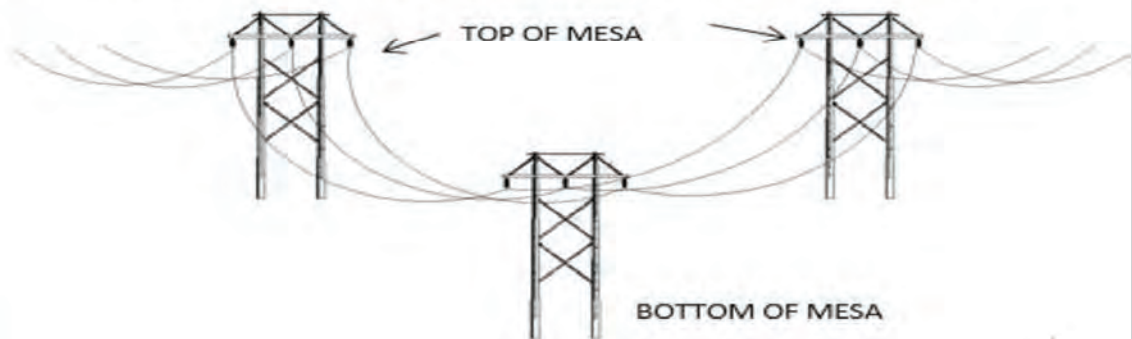


## Major OH issues to contend with in the future

- There are presently **60 pole** structures
- Most are 2 or 3 pole H-type deadends (expensive)



- Proposed Design (**< 20 pole** H structures)
- Utilize transmission types structures to span the canyons



# Manholes



# Vaults and Junction Boxes





**Delays in Electric Distribution system projects are due to the increased number of County and private projects.**

**The construction of homes and apartments did not slow down during COVID. Electric Distribution staff worked on site during the entire COVID pandemic and continue to constantly provide dependable service to our customers.**



**No projects whether public or private are delayed due to Electric Distribution Department performance or material supplies.**

**This may change if the supply chain does not recover soon. The utility must maintain adequate reserves of materials for emergency outage response.**

**It is difficult to operate with 20+ week delays in product delivery.**

**The inflation of material prices is also making it difficult to accurately provide job cost estimates.**

**The utility supplies transformers, switches, conductor and vaults for all projects. The costs are passed along to the projects.**



## O&M PROJECTS

- COMPLETE PRIORITY ONE ITEMS FROM CONDITION ASSESSMENTS.
- THREE PHASE RECLOSER INSTALLATIONS
- POLE REPLACEMENTS ONGOING
- SWITCH REPLACEMENTS ONGOING
- TRANSFORMER REPLACEMENTS ONGOING
- OUTAGE REPAIRS
- WHITE ROCK SUBSTATION HVAC UNITS AND THE UNIT 1 LOAD TAP CHANGER
- STATION METER DISPLAY REPLACEMENTS

# BUDGET VARIANCES FY20

<b>OPERATING EXPENSES</b>	<b>FY 2020 ADOPTED</b>	<b>FY 2020 ACTUAL</b>	<b>REMAINING BUDGET</b>	<b>% BUDGET</b>
SUPERVISION, MISC. DIRECT ADMIN	607,254.25	145,774.25	461,480.00	24%
SUBSTATION MAINTENANCE	33,767.63	23,889.90	9,877.73	71%
SWITCHING STATION MAINTENANCE	52,716.77	5,753.32	46,963.45	11%
OVERHEAD MAINTENANCE	519,375.50	120,341.58	399,033.92	23%
UNDERGROUND MAINTENANCE	386,740.28	232,088.61	154,651.67	60%
METER MAINTENANCE	90,166.55	24,270.39	65,896.16	27%

# BUDGET VARIANCES FY21

<b>OPERATING EXPENSES</b> <b>As of May 2021</b>	<b>FY 2021 ADOPTED</b>	<b>FY 2021 ACTUAL</b>	<b>REMAINING BUDGET</b>	<b>% BUDGET</b>
SUPERVISION, MISC. DIRECT ADMIN	808,024.00	580,191.19	202,832.81	72%
SUBSTATION MAINTENANCE	66,724.00	6,387.18	60,336.82	10%
SWITCHING STATION MAINTENANCE	74,258.00	8,106.30	66,151.70	11%
OVERHEAD MAINTENANCE	547,372.00	390,865.28	156,506.72	71%
UNDERGROUND MAINTENANCE	521,802.00	479,781.10	42,020.90	92%
METER MAINTENANCE	275,062.00	120,188.17	154,873.83	44%

Org Name	FY21 Budget	YTD Actuals	Remaining Budget	% of Budget
SUBSTATION MAINTENANCE	66,724.00	6,387.18	60,336.82	10%
SWITCHING STATION MAINTENANCE	74,258.00	8,106.30	66,151.70	11%


THE SUBSTATION MAINTENANCE BUDGET WAS SET UP TO FUND A NEW LOAD TAP CHANGER ON THE UNIT ONE TRANSFORMER. THE RESPONSE FROM THE VENDORS WAS STALLED BY COVID AND THE INABILITY TO FIND THE CORRECT PARTS FOR THE NEW LOAD TAP CHANGER. THE UNIT 2 TRANSFORMER SWITCH GEAR IS IN NEED OF AN HVAC UNIT FOR TEMPERATURE CONTROL.

THE BUDGET SHOULD REMAIN AT THIS LEVEL AND ENGINEERING WILL CONTINUE THE EFFORT TO OBTAIN THE LOAD TAP CHANGER AND HVAC UNIT


THE TOWNSITE SWITCHING STATION IS ALSO IN NEED OF HVAC FOR CLIMATE CONTROL.

Org Name	FY21 Budget	YTD Actuals	Remaining Budget	% of Budget
OVERHEAD MAINTENANCE	547,372.00	390,865.28	156,506.72	71%
UNDERGROUND MAINTENANCE	521,802.00	479,781.10	42,020.90	92%

THE MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES IS ONGOING.



Org Name	FY21 Budget	YTD Actuals	Remaining Budget	% of Budget
METER MAINTENANCE	275,062.00	120,188.17	154,873.83	44%



THE MAINTENANCE OF COMMERCIAL METERING EQUIPMENT WILL ESCALATE THIS YEAR AS THE AMI PROJECT PROCEEDS. ENGINEERING WILL TEST AND DOCUMENT METER PERFORMANCE WITH THE OLD METER AND THEN WITH THE NEW METER. ANY REPAIRS THAT ARE NEEDED WILL BE PERFORMED. THE BUDGET LEVEL IS SUFFICIENT.

# O&M PER ALL ACCOUNTS

	O&M Per All Accounts	APPA Mean Benchmark	Total O&M	Average # of Accounts
FY16	523.61	574.00	4,605,675.00	8796
FY17	491.68	604.00	4,514,158.00	9181
FY18	698.43	655.00	6,700,061.00	9593
FY19	417.10	635.00	3,573,391.00	8561
FY20	272.14		2,384,518.00	8762
FY21	308.18		2,709,888.03	8793



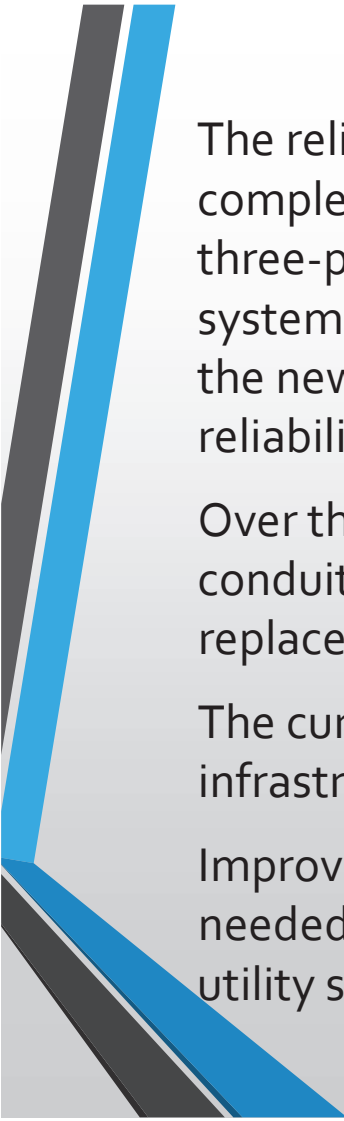
## Current Budget

The current annual capital budget for electric distribution is \$300k for overhead and \$400k for underground system replacements. This annual level of spending will adequately fund the in-house replacement of transformers, switches, poles and conductors. All replacements are prioritized through the asset management program.



## Future Budget

The electric distribution system will require the replacement of direct buried and old conductors. The assessment provided, identifies the need for \$16 million over the next 14-year period. This includes the replacement of the EA-4 line which supplies primary power to the townsite water well system.



The reliability of the system is good. The multiple projects completed over the last decade have been focused on the three-phase primary backbone of the electric distribution system, both overhead and underground. The addition of the new Los Alamos Switch Station will further the reliability and redundancy of the system.

Over the last 20 years the conductors have been installed in conduit which allows for easier and cost-effective replacement in the future.

The current focus is on replacing the direct bury residential infrastructure in conduit.

Improvements to the electric distribution system are needed to meet DPU's goal of providing safe and reliable utility services.



# QUESTIONS?