



County of Los Alamos

1000 Central Avenue
Los Alamos, NM 87544

Agenda - Final Board of Public Utilities

Robert Gibson, Chair; Eric Stromberg, Vice-chair
Matt Heavner, Charles Nakhleh and Jennifer Hollingsworth, Members
Philo Shelton, Ex Officio Member
Anne Laurent, Ex Officio Member
Suzie Havemann, Council Liaison

Wednesday, January 15, 2025

5:30 PM

Municipal Building, Council Chambers

Members of the public wishing to attend may participate and provide public comment in person, by email or via Zoom:

Webinar Link ~ <https://us06web.zoom.us/j/85828927209> Webinar ID ~ 858 2892 7209

Phone one-tap:

+14086380968,,85828927209# US (San Jose)

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+1 346 248 7799 US (Houston)

+1 646 876 9923 US (New York)

+1 646 931 3860 US

+1 689 278 1000 US

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

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PUBLIC COMMENT:

Oral comments are accepted during the periods identified on the agenda and after initial board discussion on a business item, prior to accepting a main motion on an item. Public comments are limited to three minutes per person. For those participating over Zoom, please use the raise hand function. If you are participating by phone enter *9 to raise your hand. Please submit written comments to the board at bpu@lacnm.us.

1. CALL TO ORDER

1.a. Statement Regarding Closed Session

[19599-25](#)

Joint Closed Session of the County Council and Board of Public Utilities -
December 10, 2024

Page 6

Presenters: Board of Public Utilities and County Council

2. **PUBLIC COMMENT**

This section of the agenda is reserved for comments from the public on Consent items or items not otherwise included on the agenda.

3. **APPROVAL OF AGENDA**

4. **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The following items are presented for Board approval under a single motion unless any item is withdrawn by a member for further Board consideration in the "Business" section of the agenda.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 -or- AMENDED) and that the motions in the staff reports be included in the minutes for the record.

4.a. [19370-25](#)

Approval of Board of Public Utilities Meeting Minutes - December 2024

Pages 7 - 26

Presenters: Board of Public Utilities

Attachments: [A - Draft BPU Regular Session Minutes 12/4/2024](#)

4.b. [19414-25a](#)

Award of Bid No. IFB 25-27 for the Purpose of Jemez Mountain Fire Protection Project Phase 4 with File Construction LLC.

Pages 27 - 31

Presenters: James Alarid, Deputy Utilities Manager - Engineering

Attachments: [A - Construction Drawings](#)

4.c. [19563-25a](#)

Budget Revision No. 2025-31 for the DHSEM Grant for Water Production Generators

Pages 32 - 33

Presenters: Karen Kendall, Deputy Utilities Manager - Finance

Attachments: [A - Budget Revision No. 2025-31](#)

- 4.d.** [AGR1088-25a](#) Approval of Services Agreement No. AGR 25-16a with Instrumentation and Control (IC) Solutions, LLC, for the Purpose of Furnishing Programmable Logic Controllers (PLCs) for the Water Production Supervisory Controls and Data Acquisition (SCADA) Replacement Project.

Pages 34 - 69

Presenters: James Alarid, Deputy Utilities Manager - Engineering

Attachments: [A - AGR25-16a IC Solutions LLC](#)

- 4.e.** [AGR1093-25a](#) Approval of Services Agreement No. AGR 25-16b with James Wilkinson, dba Elementyl Consulting, for the Purpose of Software Support Services for the Water Production Supervisory Controls and Data Acquisition (SCADA) Replacement Project

Pages 70 - 106

Presenters: James Alarid, Deputy Utilities Manager - Engineering

Attachments: [A - AGR 25-16b Elementyl Consulting](#)

5. PRESENTATIONS

- 5.a.** [19372-25](#) Annual Asset Management Teams (AMT) Presentation

Pages 107 - 124

Presenters: James Alarid, Deputy Utilities Manager - Engineering

Attachments: [A - 2024 Asset Management Team Presentation](#)

- 5.b.** [19573-25](#) Update on the New Mexico Municipal Energy Acquisition Authority (NMMEAA) Natural Gas Supply Agreement

Pages 125 - 149

Presenters: Ben Olbrich, Deputy Utilities Manager - Power Supply

Attachments: [A - Resolution 19-05 Relating to the NMMEAA Gas Supply Agreement](#)

[B - NMEAA Bond Ordinance No. 2024-01](#)

[C - Comparison of Current & Proposed Natural Gas Delivery Quantities](#)

6. PUBLIC HEARINGS (Ordinances & Resolutions)

- 6.a.** [RE0627-25a](#) Affirmation of the Incorporated County of Los Alamos Open Meetings Resolution No. 25-01

Pages 150 - 158

Presenters: Board of Public Utilities

Attachments: [A - Incorporated County of Los Alamos Resolution 25-01](#)

[B - Publication Notice for Resolution 25-01](#)

7. DEPARTMENT BUSINESS

- 7.a.** [19130-25a](#) Award of Bid No. IFB 25-21 for the Purpose of Los Alamos WWTP Belt Press Replacement Project with Meridian Contracting, Inc.
Pages 159 - 172

Presenters: James Alarid, Deputy Utilities Manager - Engineering

Attachments: [A - Construction Plans](#)
 [B - Budget Revision 2025-30](#)
 [C - Belt Press Photos](#)

8. BOARD BUSINESS

- 8.a. Chair's Report

- 8.a.1.** [19367-25](#) Introduction of Council Liaison to the BPU

Page 173

Presenters: Robert Gibson, Chair of the Board of Public Utilities

- 8.b. Board Member's Reports

- 8.c. Utilities Manager's Report

- 8.d. County Manager's Report

- 8.e. Council Liaison's Report

- 8.f. Environmental Sustainability Board Liaison's Report

- 8.g. General Board Business

- 8.g.1.** [19368-25](#) Election of Board of Public Utilities Chair and Vice Chair for Calendar Year 2025

Page 174

Presenters: Board of Public Utilities

- 8.h. Board Expenses (NONE)

9. STATUS REPORTS

- 9.a.** [19371-25](#) Monthly Status Reports for November & December 2024

Page 17- 191

Presenters: Philo Shelton, Utilities Manager

Attachments: [A - Electric Reliability Report](#)
 [B - Accounts Receivables Report](#)
 [C - Risk & Safety Report](#)

10. UPCOMING AGENDA ITEMS

10.a. [19369-25](#) Tickler File for February - April 2025

Pages 192 - 198

Presenters: Board of Public Utilities

Attachments: [A - Combined Tickler Jan-Apr2025](#)

11. PUBLIC COMMENT

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

12. 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 Human Resources at 505-662-8040 as soon as possible.

Complete Board of Public Utilities agenda packets, past agendas, videos, legislation and minutes can be found online at <https://losalamos.legistar.com>. Learn more about the Board of Public Utilities at <https://ladpu.com/BPU>.



County of Los Alamos

Staff Report

January 15, 2025

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.:

Index (Council Goals):

Presenters: Board of Public Utilities and County Council

Legislative File: 19599-25

Title

Joint Closed Session of the County Council and Board of Public Utilities - December 10, 2024

Recommended Action

The following statement should be included in the minutes:

"The matters discussed in the Joint Closed Session of County Council and the Board of Public Utilities held on December 10, 2024 that began at 5:00 pm were limited only to the topics specified in the notice of the closed session, and no action was taken on any matter in the closed session. We request that this statement be included in the meeting minutes."



County of Los Alamos

Staff Report

January 15, 2025

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 4.a.
Index (Council Goals):
Presenters: Board of Public Utilities
Legislative File: 19370-25

Title

Approval of Board of Public Utilities Meeting Minutes - December 2024

Recommended Action

I move that the Board of Public Utilities approve the December 4, 2024 meeting minutes as presented.

Body

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.

Attachments

A - Draft BPU Regular Session Minutes 12/4/2024



LOS ALAMOS

County of Los Alamos

Minutes

Board of Public Utilities

1000 Central Avenue
Los Alamos, NM 87544

Robert Gibson, Chair; Eric Stromberg, Vice-chair
Matt Heavner, Charles Nakhleh and Jennifer Hollingsworth, Members
Philo Shelton, Ex Officio Member
Anne Laurent, Ex Officio Member
Theresa Cull, Council Liaison

Wednesday, December 4, 2024

5:30 PM

Municipal Building, Council Chambers

NEW Zoom Link - <https://us06web.zoom.us/j/89412512522>

1. CALL TO ORDER

This regular session of the Incorporated County of Los Alamos Board of Public Utilities was held on Wednesday, December 4, 2024 at 1000 Central Avenue in Council Chambers. Board Chair Robert Gibson called the meeting to order at 5:34 pm. Members of the public were notified of the ability to participate and provide public comment in-person or over Zoom.

The following board members were in attendance:

Present - 6: Members Gibson, Stromberg, Heavner, Hollingsworth, Shelton, and Laurent

Absent - 1: Member Nakhleh

2. PUBLIC COMMENT

Chair Gibson provided an opportunity for public comment on the Consent Agenda or those not otherwise included on the agenda. There was none.

No action was taken on this item.

3. APPROVAL OF AGENDA

Chair Gibson called for discussion or a motion to approve the agenda.

Member Heavner moved and Member Hollingsworth seconded that the agenda be approved as presented.

The motion passed by the following vote:

YES - 4: Members Hollingsworth, Heavner, Stromberg and Gibson

NO - 0:

ABSENT - 1: Member Nakhleh

4. CONSENT AGENDA

Chair Gibson noted that Draft #2 of the November 20, 2024 BPU Minutes was handed out prior to the meeting. He asked that the revised motions be used to approve the Consent Agenda and for the motion on the minutes for the record. He then called for discussion or a motion.

Member Hollingsworth moved and Member Stromberg seconded that the Board of Public Utilities approve the items on the Consent Agenda as amended and that the motions in the staff reports be included in the minutes for the record.

The motion passed by the following vote:

YES - 4: Members Hollingsworth, Heavner, Stromberg and Gibson

NO - 0:

ABSENT - 1: Member Nakleh

- 4.a. [18084-24](#) Approval of Board of Public Utilities Meeting Minutes - November 2024

I move that the Board of Public Utilities approve the meeting minutes as presented for 11/6/24 and as amended for 11/20/24.

- 4.b. [19408-24](#) Approval of Task Order No. 7, AGR23-58 with Parker Construction (on-call) in the amount of \$114,963.58 and a Contingency of \$28,274.90 plus Applicable Gross Receipts Tax, for the Purpose of the White Rock PRVs Replacement Project

I move that the Board of Public Utilities approve Task Order No. 7, AGR23-58 with Parker Construction (on-call) in the amount of \$114,963.58 and a Contingency of \$28,274.90, for a total of \$143,238.48, plus applicable gross receipts tax, for the purpose of the White Rock Pressure Reducing Valves (PRVs) Replacement Project.

5. PUBLIC HEARINGS

- 5.a. [RE0624-24a](#) Incorporated County of Los Alamos Resolution No. 24-30; a Resolution Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority for the Denver Steels Waterline Replacement Project Phase II and III

Mr. James Alarid, Deputy Utility Manager - Engineering, presented. Chair Gibson provided an opportunity for comments and questions from the board. The following individuals spoke:

1. Member Gibson

Chair Gibson provided an opportunity for public comment on this item; there was none. Chair Gibson provided an opportunity for further discussion by the board; there was none. Chair Gibson then called for a motion.

Member Heavner moved and Member Stromberg seconded that Council adopt Incorporated County of Los Alamos Resolution No. 24-30; a Resolution Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority for the Denver Steels Waterline Replacement Project Phase II and III and forward to Council for adoption.

The motion passed by the following vote:

YES - 4: Members Hollingsworth, Heavner, Stromberg and Gibson

NO - 0:

ABSENT: Member Nakhleh

5.b. [OR1039-24a](#) Overview of Proposed Incorporated County of Los Alamos Ordinance Regarding the Commercial Property Assessed Clean Energy (C-PACE) Program

Ms. Abbey Hayward provided a brief overview of the C-PACE program. She then introduced Mr. Eric Christensen, Project Manager for Adelante Consulting, Inc. who presented. Chair Gibson provided an opportunity for comments and questions from the board. The following individuals spoke:

1. Member Heavner
2. Member Hollingsworth

Chair Gibson provided an opportunity for public comment. The following individuals spoke:

1. Lauren McDaniel, LACDC Executive Director

Chair Gibson then provided an opportunity for board discussion. The following individuals spoke:

1. Member Hollingsworth
2. Member Gibson
3. Mr. Thomas Wyman
4. Member Heavner
5. Mr. Philo Shelton
6. Member Stromberg
7. Council Vice Chair Cull
8. Ms. Anne Laurent

Chair Gibson then called for a motion.

Member Heavner moved and Member Hollingsworth seconded that the Board of Public Utilities recommend Council approve the C-PACE Ordinance.

The motion passed by the following vote:

YES - 3: Members Hollingsworth, Heavner and Stromberg

NO - 1: Member Gibson

ABSENT - 1: Member Nakhleh

6. PRESENTATIONS

6.a. [19435-24](#) Presentation: APPA Recognizes DPU with Two Awards

Chair Gibson provided a brief overview of the categories for the awards from the American Public Power Association. He then presented these awards to the following key DPU

staff members:

1. Customer Service: Mr. Philo Shelton, Utilities Manager; Ms. Karen Kendall, Deputy Utilities Manager - Finance & Administration; and Ms. Joann Gentry - Business Operations Manager -
2. Excellence in Communication: Ms. Catherine D'Anna, Public Relations Manager and Ms. Abbey Hayward, Conservation Coordinator.

No action was taken on these items.

6.b. [19064-24b](#)

Overview of the Climate Action Plan and Target to Achieve Carbon Neutrality by 2050

Mr. Philo Shelton, Utilities Manager introduced Ms. Angelica Gurule, Sustainability Manager who provided an abbreviated version of her presentation to Council on November 12, 2024. (Council approved the CAP at that meeting.)

Chair Gibson provided an opportunity for comments and questions from the board. The following individuals spoke:

1. Member Heavner
2. Member Stromberg
3. Member Gibson
4. Ms. Laurent
5. Vice Chair Cull
6. Mr. Shelton

Chair Gibson provided an opportunity for public item on this topic; there was none.

No action was taken on this item.

RECESS: 7:20 - 7:30 pm

7. DEPARTMENT BUSINESS

7.a. [19331-24a](#)

Electric Vehicle (EV) Charging Stations Discussion & Possible Action

Ms. Karen Kendall, Deputy Utility Manager - Finance & Administration presented.

Chair Gibson provided an opportunity for comments and questions from the board and staff. The following individuals spoke:

1. Member Heavner
2. Mr. Shelton
3. Member Stromberg
4. Ms. Angelica Gurule
5. Member Hollingsworth
6. Member Gibson

Chair Gibson provided an opportunity for public comment on this item, there was none. Chair Gibson then called for a motion.

Member Stromberg moved and Member Hollingsworth seconded that the Board of Public Utilities recommend transferring County purchased EV Charging Stations from the General Fund to the Joint Utilities Fund and forward to Council for approval.

The motion passed by the following vote:

YES - 3: Members Hollingsworth, Stromberg, and Gibson

NO - 1: Member Heavner

ABSENT - 1: Member Nakhleh

7.b. [19409-24](#)

Approval of Changes to the Department of Public Utilities Rules & Regulations - Fee Schedule

Ms. Karen Kendall, Deputy Utility Manager - Finance & Administration presented.

Chair Gibson provided an opportunity for comments and questions from the board and staff. The following individuals spoke:

1. Member Heavner
2. Mr. Shelton
3. Member Stromberg
4. Ms. Angelica Gurule
5. Member Hollingsworth
6. Member Gibson

Chair Gibson provided an opportunity for public comment on this item, there was none. Chair Gibson then called for a motion.

Member Stromberg moved and Member Gibson seconded that the Board of Public Utilities approve the changes to the Department of Public Utilities Rules & Regulations - Fee Schedule as presented.

Chair Gibson then provided an opportunity for board discussion. The following individuals spoke:

1. Member Hollingsworth
2. Ms. Kendall
3. Mr. Shelton
4. Member Gibson
5. Member Heavner
6. Mr. Olbrich

Chair Gibson then provided an opportunity for public comment on this item; there was none.

Member Hollingsworth proposed a friendly amendment to the motion to include this statement: "I further move that the board revisit the fee schedule in six months." The amended motion passed by the following vote:

YES - 3: Members Hollingsworth, Stromberg and Gibson

NO - 1: Member Heavner

ABSENT - 1: Member Nakhleh

7.c. [AGR1077-24a](#)

Approval of Services Agreement No. AGR 25-13 with Renewance, Inc. in the amount of \$945,240.00, a Contingency in the Amount of \$50,000.00

and Applicable GRT, for the Purpose of Removal and Proper Disposition of One (1) NGK One (1) megawatt, Six (6) megawatt-hour Sodium Sulfur Battery System at the Los Alamos County Eco Station

Mr. Ben Olbrich, Deputy Utility Manager - Power Supply presented.

Chair Gibson provided an opportunity for comments and questions from the board and staff. The following individuals spoke:

1. Mr. Shelton
2. Member Heaver
3. Member Stromberg
4. Member Gibson

Chair Gibson provided an opportunity for public comment on this item, the following individuals spoke:

1. Mr. Paul Parker (the board allowed him to speak twice)

There was no further board discussion. Chair Gibson then called for a motion.

Member Heaver moved and Member Stromberg seconded that the Board of Public Utilities recommend Services Agreement No. AGR 25-13 with Renewance, Inc. in the amount of \$945,240.00 and a contingency in the amount of \$50,000.00 for a total of \$995,240.00, plus applicable gross receipts tax, for the purpose of removal and proper disposition of one (1) NGK one (1) megawatt, six (6) megawatt-hour sodium sulfur battery system at the Los Alamos County Eco Station, and forward to Council for approval, subject to County Attorney's final review.

Member Heavner further moved that the Board of Public Utilities recommend Budget Revision 2025-10 in the amount of \$316,000 and include the attached budget revision in the minutes for the record, and forward to Council for approval.

Chair Gibson then provided an opportunity for further discussion. The following individuals spoke:

1. Member Gibson
2. Mr. Shelton

The motion passed by the following vote:

YES - 4: Members Hollingsworth, Heavner, Stromberg and Gibson

NO - 0:

ABSENT - 1: Member Nakhleh

- 7.d. [AGR1084-24a](#) Approval of Services Agreement No. AGR 25-26 with Burns & McDonnell Engineering Company, Inc. in the amount of \$398,000, plus Applicable Gross Receipts Tax, for the Purpose of Developing an Electric Distribution System Electrification Study

Mr. Stephen Marez, Deputy Utility Manager - Electric Distribution presented.

Chair Gibson provided an opportunity for comments and questions from the board and staff. The following individuals spoke:

1. Member Heavner
2. Member Stromberg

3. Member Gibson
4. Member Hollingsworth

Chair Gibson provided an opportunity for public comment on this item, there was none. There was no further discussion by the board, so Chair Gibson called for a motion.

Member Hollingsworth moved and Member Stromberg seconded that the Board of Public Utilities recommend Services Agreement No. AGR 25-26 with Burns & McDonnell Engineering Company, Inc. in the amount of \$398,000, plus Applicable Gross Receipts Tax, for the Purpose of Developing an Electric Distribution System Electrification Study and forward to Council for approval.

Chair Gibson provided an opportunity for further discussion. The following individuals spoke:

1. Member Gibson
2. Member Hollingsworth
3. Mr. Shelton

The motion passed by the following vote:

YES - 4: Members Hollingsworth, Heavner, Stromberg, and Gibson

NO - 0:

ABSENT - 1: Member Nakhleh

8. BOARD BUSINESS

8.a. Chair's Report

Chair Gibson reported that due to inclement weather the November B&C Luncheon has not been rescheduled (Member Nakhleh had volunteered to attend.)

No action was taken on this item.

8.b. Board Member's Reports

There were none.

No action was taken on this item.

8.c. Utilities Manager's Report

Mr. Philo Shelton reviewed his report which was included in the meeting packet.

Chair Gibson provided an opportunity for board questions. There were none. **No action was taken on this item.**

8.d. County Manager's Report

Mr. Shelton reported that Ms. Anne Laurent had to leave the meeting during recess. He shared that she wanted to announce the Annual County Tree Lighting on Saturday, December 6th at 5:15 pm in the foyer of the Municipal Building.

No action was taken on this item.

8.e. Council Liaison's Report

Council Vice Chair Cull reported on items of interest to the board and department from the December 3rd Council Meeting:

1. The Consideration of Purchase Agreement for Real Property on Diamond Drive did not pass.
2. The Housing Rehabilitation and Home Buyer Assistance Program Service Contract did pass.
3. The MOU with the City of Espanola and Rio Arriba County for a Regional Landfill study also passed.
4. Council approved its 2025 Strategic Leadership Plan
5. Two members were appointed to the Lodgers' Tax Advisory Board.

Chair Gibson provided an opportunity for questions from the board. There were none.

No action was taken on this item.

8.f. Environmental Sustainability Board Liaison's Report

Mr. Jesse Deringer was absent and did not have any items to submit since the ESB has not met since November.

8.g. General Board Business (None)

No action was taken on this item.

8.h. Board Expenses

8.h.1. [19421-24](#) UAMPS Board of Director's Meeting - December 2024

Mr. Shelton presented. Chair Gibson asked the board if there was any interest in members to attend. There was none.

No action was taken on this item.

8.h.2. [19422-24](#) UAMPS Tour of Cove Fort #1 Geothermal Plant in Beaver, Utah - January 2025

Mr. Shelton presented. Mr. Gibson stated that he was interested in attending. He asked other board members and Member Hollingsworth also stated that she was interested. There were no additional comments or questions from the board.

Chair Gibson provided an opportunity for public comment. There was none.

Chair Gibson then called for a motion and asked that the motion be amended to state "January or February 2025."

Member Stromberg moved and Member Heavner seconded that the Board of Public Utilities approve travel expenses not to exceed \$2,000 each for Member Hollingsworth and/or Member Gibson to participate in the UAMPS Tour of Cove Fort #1 Geothermal Plant in Beaver, Utah in January or February 2025. The motion passed by the following vote.

YES - 4: Members Hollingsworth, Heavner, Stromberg, and Gibson

NO - 0:

ABSENT - 1: Member Nakhleh

9. STATUS REPORTS

9.a. 18095-24 Status Reports for November 2024

Mr. Shelton reported that since the December regular meeting was held at the beginning of the month, November data for these reports was not yet available and will be presented at the January 15, 2025 meeting.

No action was taken on this item.

9.b. 19225-24 DPU Quarter 1 Report for Fiscal Year 2025 (Jul-Sep)

Ms. Cathy D'Anna, Public Relations Manager reported.

Chair Gibson provided an opportunity for questions and comments from the board. The following individuals spoke:

1. Member Heavner
2. Ms. Kendall
3. Member Gibson
4. Mr. Shelton
5. Mr. Olbrich
6. Mr. Marez

No action was taken on this item.

10. UPCOMING AGENDA ITEMS

10.a. 18073-24 Tickler File: January - March 2025

Chair Gibson announced that a Joint Closed Session with Council was just scheduled for Next Tuesday, December 10th at 5:00 pm.

He provided an opportunity for questions or comments from the board and staff. The following individuals spoke:

1. Member Gibson
2. Mr. Shelton

No action was taken on this item.

11. PUBLIC COMMENT

Chair Gibson provided an opportunity for public comment on any topic. There was none.

No action was taken on this item.

12. ADJOURNMENT

The meeting adjourned at 9:28 pm.

APPROVAL

Board of Public Utilities Chair

Date Approved by the Board

Minutes transcribed by: Kathy Casados, Executive Assistant

ATTACHMENTS

(in agenda order)

4.a. Draft #2 BPU Regular Session Minutes - 11/20/24

7.c. Budget Revision 2025-10

8.c. Utilities Manager's Report 12/4/24



BOARD OF PUBLIC UTILITIES

ADDITIONAL MEETING DOCUMENTS

Additional or revised information or documents are often distributed to members at the meetings.
Whenever possible, this informational cover page will accompany those documents.

MEETING DATE	December 4, 2024
AGENDA ITEM	4.a. Approval of Minutes
ATTACHMENTS	B – Draft #2 BPU Regular Session Minutes - 11/20/24
NEW OR REVISED? Is this a revision that is different from what was in the agenda packet, or is it something entirely new?	Revisions suggested by Member Gibson are highlighted in the attached Draft #2.
RECOMMENDED ACTION If you have a new or revised recommended motion for the Board, enter it here.	<i>"I move that the Board of Public Utilities approve the items on the Consent Agenda as AMENDED and that the motions in the staff reports be included in the minutes for the record."</i> <i>"I move that I move that the Board of Public Utilities approve the meeting minutes as presented for 11/6/24 and as amended for 11/20/24."</i>
ADDITIONAL INFORMATION Please VERY BRIEFLY explain the purpose of this information or document.	



LOS ALAMOS

County of Los Alamos

Minutes

Board of Public Utilities

1000 Central Avenue
Los Alamos, NM 87544

12/2/24 -
Revisions suggested
by **Member Gibson**
are highlighted.

*Robert Gibson, Chair; Eric Stromberg, Vice-chair
Matt Heavner, Charles Nakhleh and Jennifer Hollingsworth, Members
Philo Shelton, Ex Officio Member
Anne Laurent, Ex Officio Member
Theresa Cull, Council Liaison*

Wednesday, November 20, 2024

5:30 PM

Municipal Building, Council Chambers

Public Participation: In person or <https://us06web.zoom.us/j/88515885437>

1. CALL TO ORDER

This regular session of the Incorporated County of Los Alamos Board of Public Utilities was held on Wednesday, November 20, 2024 at 1000 Central Avenue in Council Chambers. Board Chair Robert Gibson called the meeting to order at 5:33 pm. Members of the public were notified of the ability to participate and provide public comment in-person or over Zoom.

The following board members were in attendance:

Present - 7: Members Gibson, Nakhleh, Heavner, Hollingsworth, Shelton, Laurent and Stromberg (who arrived at 5:34 pm according to the video)

2. PUBLIC COMMENT

Chair Gibson called for public comment on items on the Consent Agenda or those not otherwise included on the agenda. There was none.

No action was taken on this item.

3. APPROVAL OF AGENDA

Chair Gibson called for discussion or a motion to approve the agenda.

Member Heavner moved and Member Hollingsworth seconded that the agenda be approved as presented.

The motion passed by the following vote:

YES - 5: Members Hollingsworth, Heavner, Nakhleh, **Stromberg** and Gibson

NO - 0: (~~*Member Stromberg arrived a few minutes after this vote.*~~)

4. PRESENTATIONS

4.a. 19386-24

Discussion & Possible Action: UNM Project Proposal for Pathway to Zero Natural Gas Usage

UNM Professor Yuting Yang presented and NMSU Profession Jamal Mamkhezri was available for questions. (Both participated over Zoom.) Chair Gibson provided an

opportunity for board questions. The following individuals spoke:

1. Member Hollingsworth
2. NMSU Professor Mamkhezri
3. Member Gibson
4. Mr. Shelton
5. Member Stromberg
6. Member Nakhleh
7. Member Heavner

Next steps: Mr. Shelton and Dr. Yang will draft a contract for the Attorney's Office review.

Chair Gibson provided an opportunity for public comment on this topic. The following individuals spoke:

1. Mr. Paul Parker
2. Mr. Jonathan Erst
3. Sandra Miranda Perez
4. Katie Rosenbaum

Chair Gibson provided an opportunity for additional board comments. The following individuals spoke:

1. Member Stromberg

Member Hollingsworth moved and Member Heavner seconded that the Board of Public Utilities approve this proposal as presented and direct staff to advance this proposal into a contract with UNM to perform research on identifying a pathway to zero natural gas usage.

The motion passed by the following vote:

YES - 4: Members Hollingsworth, Heavner, Nakhleh and Gibson

NO - 1: Member Stromberg

4.b. [19183-24](#)

Community Broadband Network Presentation

Mr. Jerry Smith, Broadband Manager presented. He reported that Council approved this project at their meeting on November 19, 2024.

Chair Gibson provided an opportunity for questions from the board. The following individuals spoke:

1. Member Stromberg
2. Member Nakhleh
3. Ms. Anne Laurent
4. Member Gibson
5. Member Hollingsworth

Chair Gibson provided an opportunity for public comment; there was none.

No action was taken on this item.

RECESS: 7:25 - 7:37 p.m.

5. CONSENT AGENDA

Member Heavner moved and Member Nakhleh seconded 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: Members Hollingsworth, Heavner, Nakhleh, Stromberg and Gibson
NO - 0:

- 5.a. [18083-24](#) Approval of Board of Public Utilities Meeting Minutes - October 2024

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

6. PUBLIC HEARINGS (None)

No action was taken on this item.

7. DEPARTMENT BUSINESS (None)

No action was taken on this item.

8. BOARD BUSINESS

8.a. Chair's Report

Chair Gibson reported on these items:

1. The White Rock WRRF Ribbon Cutting took place on November 6th.
2. Council approved the Climate Action Plan but retained the 2070 phase out goal for natural gas.
3. The Financial Audit Exit Conference concluded on November 19th. His service on the Audit committee is completed, but Departments still have work to do.
4. The November B&C luncheon was postponed - not rescheduled yet.

There were no comments or questions from the board.

No action was taken on this item.

8.b. Board Member's Reports

Member Heavner reported that the only citizen comment that he received at Farmer's Market on October 20th is that the rate design information should be kept simple. There were no comments or questions from the board.

No action was taken on this item.

8.c. Utilities Manager's Report

Mr. Philo Shelton reviewed his report which was included in the meeting packet. Chair Gibson provided an opportunity for board questions. There were none.

No action was taken on this item.

8.d. County Manager's Report

Ms. Laurent presented the following:

1. ICMA Accreditation was approved.
2. Strategic Planning with Senior Management Team took place on November 14th.
3. Strategic Planning with Council took place on November 15th.
4. WinterFest kicks off on December 9th.

There were no questions or comments from the board.

No action was taken on this item.

8.e. Council Liaison's Report

Council Vice Chair Cull reported on items of interest to the board and department from the following Council Meetings:

November 12, 2024

1. Approved lease of electric golf carts.
2. Approved Chapter 16 changes to the Charter regarding clarification P&Z zone maps.
3. Approved changes to the cemetery schedule.
4. There was a site selection for Fire Station #4 (same basic location.)
- 5 ~~Presentation~~ Approval of the Climate Action Plan

November 15, 2024

Council Strategic Planning - primarily updated strategic objectives (formerly priorities.)

November 19, 2024

1. Approved agreements for Community Broadband
2. Discussed the possible purchase of three real property lots on Diamond Ave across from the High School. Discussion to continue on December 3rd.

Chair Gibson provided an opportunity for comments or questions from the board. The following individuals spoke:

1. Member Stromberg

No action was taken on this item.

8.f. Environmental Sustainability Board Liaison's Report

Mr. Jesse Deringer reported in Council Chambers that the ESB met last week to get consensus on the Climate Action Plan (CAP). It was approved by the ESB by a vote of 7-0 and was passed by Council. They also discussed some ways to put the CAP into action; mainly community outreach. There were no comments or questions from board.

No action was taken on this item.

8.g. General Board Business

8.g.1. [18795-24](#) Approval of the Board of Public Utilities Annual Self Evaluation Results

Chair Gibson let a discussion regarding what the board could do with the results:

1. Member Stromberg would like to go over Article V of the Charter and would like to do so on an annual basis.
2. Member Stromberg also asked for a tutorial on the profit transfer. Ms. Kendall stated that she would present the revenue transfer to the board in January or February 2025 and will include a presentation on the profit transfer.
3. Member Nakhleh expressed concern that the survey instrument needs to focus better

on key questions.

4. Member Gibson proposed forming a Working Group to formulate new questions and asked if there were any volunteers. Members Stromberg and Hollingsworth volunteered and were appointed.

5. Member Hollingsworth asked if they could contact board members outside of a meeting. Attorney Thomas Wyman responded that contacting members individually could be considered a "rolling quorum" and advised that the Working Group present suggestions to the full BPU at a work session.

Chair Gibson called for a motion on this item. There was no further discussion.

Member Heavner moved and Member Nakhleh seconded that the Board approve the 2024 Self Evaluation Results as presented.

The motion passed by the following vote:

YES - 5: Members Hollingsworth, Heavner, Nakhleh, Stromberg and Gibson

NO - 0:

8.g.2. [18796-24](#)

Discussion and Possible Approval of the 2025 Board of Public Utilities Meeting Calendar

Chair Gibson led a discussion on the proposed 2025 calendar. He mentioned that the June and October meetings were proposed for the 4th Wednesday due to County Holidays. He then provided an opportunity for comments from the board.

The following individuals spoke:

1. Member Nakhleh - recommended keeping June and October as presented due to County Holidays.
2. Mr. Shelton - agreed with Mr. Nakhleh.
3. Member Heavner - presented recommendation from Ms. Casados that the December 3rd meeting be moved to December 10, 2025 due to staff workload and holidays.

Chair Gibson then called for a motion. There was no further discussion.

Member Heavner moved and Member Nakhleh seconded that the Board of Public Utilities approve the proposed board meeting calendar for 2025 as amended to schedule the December 2025 meeting for December 10th. The motion passed by the following vote:

YES - 5: Members Hollingsworth, Heavner, Nakhleh, Stromberg, and Gibson

NO - 0:

8.h. Board Expenses (None)

Mr. Shelton mentioned that two UAMPS opportunities would be included on the December 4th agenda.

No action was taken on this item.

9. STATUS REPORTS

9.a. [18094-24](#)

Status Reports

Mr. Philo Shelton reviewed the October reports which were included in the meeting packet. He mentioned that a lightning strike on the PNM system in November will be listed separately in the next report since it was a transmission related outage.

Chair Gibson provided an opportunity for questions from the board. The following

individuals spoke:

1. Member Gibson commented on Accounts Receivables

No action was taken on this item.

10. UPCOMING AGENDA ITEMS

- 10.a. [18072-24](#) Tickler File December 2024 - February 2025.

Chair Gibson reviewed the tickler provided in the meeting packet. He commented that the Chair, Vice Chair, and Utilities Manager would review the tickler at their next monthly meeting (scheduled for November 22, 2024.) There were no comments or questions from board members.

No action was taken on this item.

11. PUBLIC COMMENT

Chair Gibson provided an opportunity for public comment on any item. There was none.

No action was taken on this item.

12. ADJOURNMENT

The meeting adjourned at 8:20 p.m.

APPROVAL

Board of Public Utilities Chair

Date Approved by the Board

Minutes transcribed by: Kathy Casados, Executive Assistant

ATTACHMENTS

- 8.c. Utilities Manager's Report 11/20/24

Budget Revision 2025 - 10

BPU Meeting Date: Dec 4, 2024

Council Meeting Date: Dec 17, 2024

	Fund & Department	Org	Object	Revenue (decrease)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
1	Joint Utilities Fund - Electric Production	51185140	8369		\$ 316,000		\$ (316,000)
Description: The purpose of this budget revision is to cover the additional funding needed for the sodium sulfur battery removal project.							
Fiscal Impact: The net fiscal impact to the Joint Utilities Fund is an increase in expenditures and decrease in fund balance by \$316,000.							

Karen Kendall

11/22/2024

PreparerDate

N/A

County Manager Approval if Required

Philo Shelton

Department Director Signature

Yvette Atencio

Budget Manager/Analyst Signature

**Utilities Manager's Report
December 4, 2024**

1. For Elk Ridge, Yes Communities has retained an engineer for design of the replacement gas system. Their kick-off meeting is scheduled for next week and I hope to learn about their project schedule afterwards.
2. DPU is setting up interviews for the one department vacancy for the Water Systems Electrical Technician.
3. For the Jemez Mountain Fire Protection, staff has yet to receive the technical comments from FEMA on this grant request. DPU staff held a pre-bid conference for the half-million-gallon water tank and three contractors were present.
4. UAMPS Projects:
 1. The Cove Fort 2 Study Project tour will most likely occur towards the end of January or early February.
 2. UAMPS financial readiness assessment of DPU will use our 2024 ACFR once the State of NM releases it later this month.
5. All outstanding items for the APWA accreditation have been submitted and all indications are that we will receive this accreditation. Again, I want to extend a big thank you to Cathy D'Anna and Abbey Hayward for their efforts toward our path to accreditation.
6. N3B's Technical Working Group covered the Soil Vapor Extraction interim measure for MDA L. The goal is to remove the VOC's contained in the tuff above the basalt layer and groundwater level.



County of Los Alamos

Staff Report

January 15, 2025

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 4.b.

Index (Council Goals): Environmental Stewardship - Natural Resource Protection; Environmental Stewardship - Water Conservation; DPU FY25 - 6.0 Develop and Strengthen Partnerships with Stakeholders

Presenters: James Alarid, Deputy Utilities Manager - Engineering

Legislative File: 19414-25a

Title

Award of Bid No. IFB 25-27 for the Purpose of Jemez Mountain Fire Protection Project Phase 4 with File Construction LLC.

Recommended Action

I move that the Board of Public Utilities approve the Award of Bid No. IFB 25-27 for the Purpose of the Jemez Mountain Fire Protection Project Phase 4 with File Construction LLC. in the Amount of \$2,294,157.82 and a contingency in the amount of \$229,416.00, for a total of \$2,523,573.82, plus Applicable Gross Receipts Tax and forward to Council for approval.

Utilities Manager's Recommendation

The Utilities Manager recommends that the Board approve IFB 25-27 as presented and forward to Council.

Body

When completed, the Jemez Mountain Fire Protection Project will provide a reliable water supply to Pajarito Mountain for domestic use, regional fire protection and snow making. The project will build approximately 4.5 miles of waterline, four booster stations and a new 500,000 gallon water tank in four phases. Phase 1 of the project has been awarded and will construct the lower half of the pipeline, electric conduit and fiber optic conduit. This project will construct the new 500,000 gallon water tank and piping adjacent to the existing Pajarito Tank No. 4. This new tank will add additional storage to ensure the new demand from the project will not impact the storage in Pajarito Tank No. 4, which has a minimum tank level that must be maintained for fire protection to LANL. Three bids were received which ranged from \$2,294,158 to \$2,808,975. Work will begin in the early spring and be complete by the fall of 2025.

Alternatives

If the project is not awarded, staff will regroup with the project team and management to determine the path forward and impact to the project as a whole.

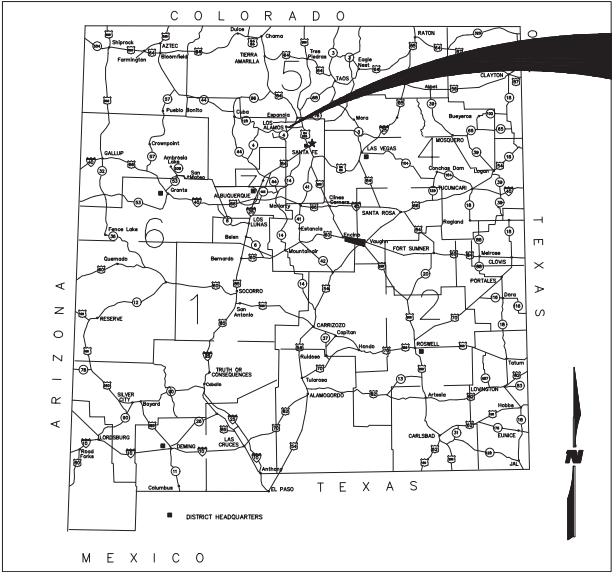
Fiscal and Staff Impact/Planned Item

The project has been budgeted in the amount of \$18,000,000. Upon award of this project a total of \$7,077,411.17 has been encumbered to complete the project. Grants totaling \$7,900,000 have been secured for the project from the State of New Legislature Special Appropriations. Construction of the new water tank is not eligible for grant funding due to the legislative language in the grant agreements. The tank will be funded by a combination of capital funds from the general fund and Pajarito Recreation LP.

Attachments

A - Construction Drawings

10/8/2024 M:\MSD\20-600-894-03\2_Disciplines\ SHEETS\8_sheets - utilities\ PHASE IV\2060089403_G-001 - Tank.dwg



LOCATION MAP
VICINITY MAP

PROJECT
LOCATION

CONSTRUCTION PLANS FOR LOS ALAMOS COUNTY LAC JEMEZ MOUNTAIN REGIONAL FIRE PROTECTION SYSTEM SAP 23-H2437-GF

DRAWING INDEX

DRAWING INDEX	
SHEET NO.	SHEET TITLE
GENERAL	
G-001	COVER SHEET
G-002	GENERAL NOTES
G-003	GENERAL NOTES AND ABBREVIATIONS
G-004	QUANTITIES
G-005	PROJECT CONTROL AND SURVEY PLAN
G-006	HYDRAULIC PROFILE
CIVIL	
C-101	
C-102	TANK AND BOOSTER 1 SITE GRADING PLAN
C-103	RETAINING WALL SITE SECTIONS
C-104	RETAINING WALL DETAILS
C-105	ELECTRICAL SITE PLAN DETAILS
C-501	MISCELLANEOUS DETAILS
C-502	MISCELLANEOUS DETAILS
C-503	MISCELLANEOUS DETAILS
C-504	MISCELLANEOUS DETAILS
PROCESS	
D-001	P&ID 1 LOWER TANK-BOOSTER STATION 1
D-002	CAMP MAY TANK SITE FLOW DIAGRAM
D-101	STEEL TANK PLAN AND SECTIONS
D-501	TANK DETAILS
D-502	TANK DETAILS 2



VICINITY MAP
VICINITY MAP

**WILSON
& COMPANY**
2600 THE AMERICAN RD. SE SUITE 100
RIO RANCHO, NM 87124
PHONE: 505-898-8021
FAX: 505-898-8501
www.wilsonco.com

CONSULTANTS



LAC JEMEZ MOUNTAIN
REGIONAL FIRE
PROTECTION SYSTEM
PHASE 4

REV.	DATE	DESCRIPTION	BY

PROJECT NO: 20-600-894-03
DESIGNED BY: BJA/RMG
DRAWN BY: STAFF
CHECKED BY: BJA
DATE: JUNE 2024

SHEET TITLE
COVER SHEET

SHEET NO:
G-001

NOTICE OF EXTENDED PAYMENT PROVISION:
THIS CONTRACT ALLOWS THE OWNER TO MAKE
PAYMENT WITHIN 45 DAYS AFTER SUBMISSION
OF AN UNDISPUTED REQUEST FOR PAYMENT.
(SECTION 57-28-5 B (2) NMSA 1978).

10/8/2024 M:\MSD\20-600-894-03\2_Disciplines\ SHEETS\8_sheets - utilities\ PHASE IV\2060089403_G-005 - Tank.dwg



SITE DESCRIPTION:

Camp May Road located between Camp May Trail and Pajarito Mountain Ski Area.
County of Los Alamos, State of New Mexico.

GENERAL SURVEY NOTES:

- THIS IS NOT A BOUNDARY SURVEY, APPARENT PROPERTY CORNERS ARE SHOWN FOR ORIENTATION ONLY.
- HORIZONTAL AND VERTICAL BASED ON NMDOT CONTROL MAP FOR LOS ALAMOS COUNTY, NM STATE PLANE CENTRAL ZONE (SCALED TO GROUND), NAD 83, NAVD 88. SCALED TO GROUND AROUND (0,0) USING A COMBINED GRID-TO-GROUND FACTOR OF 1.0004460530.

PROJECT BENCHMARK:

BENCHMARK USED IS A BRASS SURVEY DISK STAMPED "BC 28 RESET PS 5218" SET ON THE WEST SIDE OF EAST SIDEWALK AT 1020 48TH STREET. NAVD 88. ELEVATION = 7406.36'

TEMPORARY BENCHMARK (TBM):

Temporary Benchmark is a rebar with aluminum cap stamped "CP-100". Located as shown on Plan. Elevation = 8514.74'

CONTROL POINT DATA:

BRASS CAP "BC 28 RESET PS 5218"
N: 1778303.4780
E: 1617974.5080
ELEV: 7406.360

CONTROL POINT: CP-100
N: 1777013.542
E: 1607936.875
ELEV: 8514.744

CONTROL POINT: CP-101
N: 1776422.343
E: 1611491.379
ELEV: 8103.371

CONTROL POINT: CP-102
N: 1775167.878
E: 1615908.756
ELEV: 7606.735

CONTROL POINT: CP-103
N: 1775108.503
E: 1615604.291
ELEV: 7623.731

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PROJECT NAME

LAC JEMEZ MOUNTAIN
REGIONAL FIRE
PROTECTION SYSTEM
PHASE 4

REV.	DATE	DESCRIPTION	BY

PROJECT NO: 20-600-894-03
DESIGNED BY: BJA/RMG
DRAWN BY: STAFF
CHECKED BY: BJA
DATE: JUNE 2024

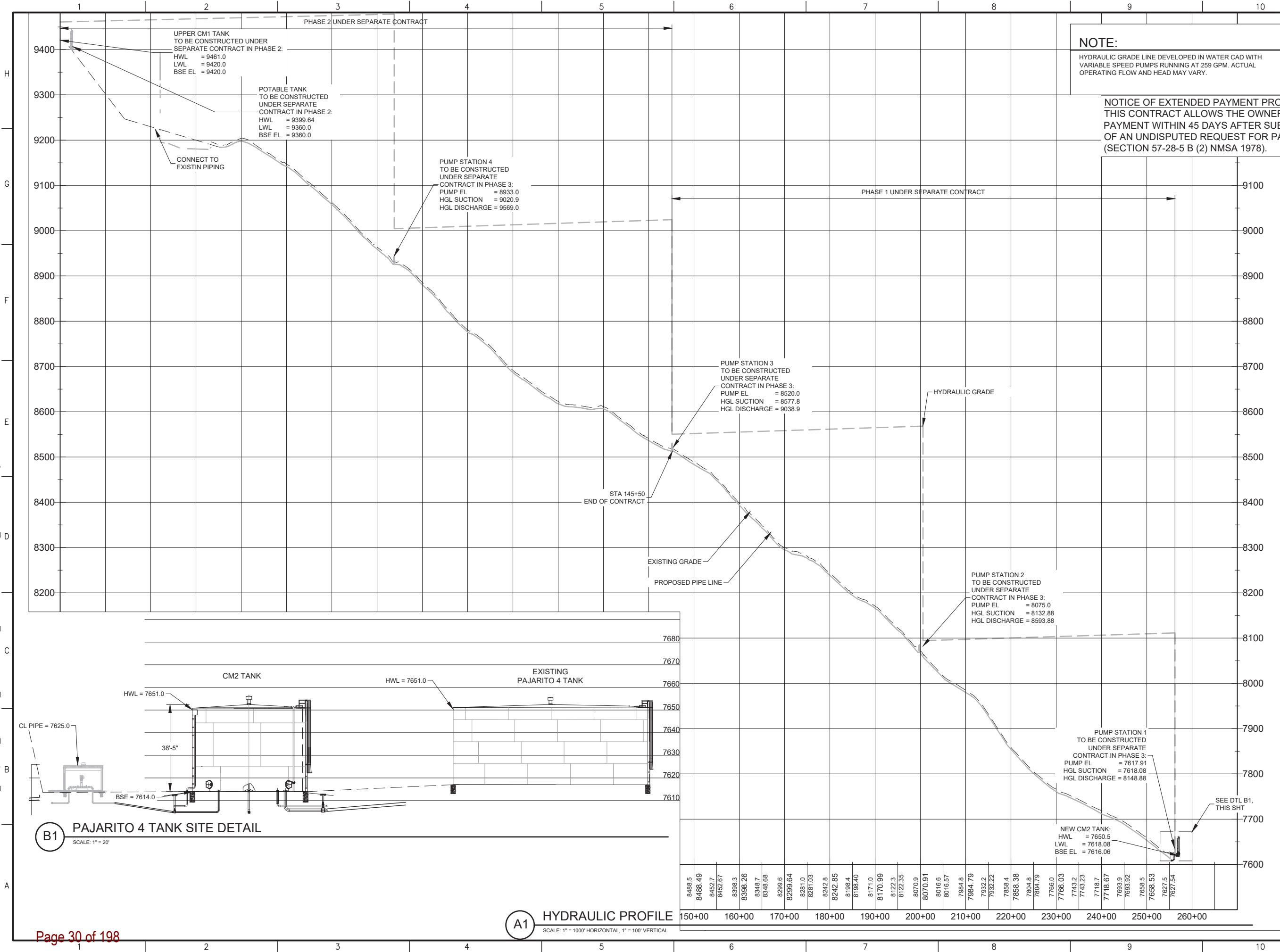
SHEET TITLE
PROJECT CONTROL
AND SURVEY PLAN

SHEET NO:
G-005

NOTICE OF EXTENDED PAYMENT PROVISION:
THIS CONTRACT ALLOWS THE OWNER TO MAKE
PAYMENT WITHIN 45 DAYS AFTER SUBMISSION
OF AN UNDISPUTED REQUEST FOR PAYMENT.
(SECTION 57-28-5 B (2) NMSA 1978).

A1 PROJECT CONTROL AND SURVEY SITE PLAN

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NOTE:

HYDRAULIC GRADE LINE DEVELOPED IN WATER CAD WITH VARIABLE SPEED PUMPS RUNNING AT 259 GPM. ACTUAL OPERATING FLOW AND HEAD MAY VARY.

NOTICE OF EXTENDED PAYMENT PROVISION:
THIS CONTRACT ALLOWS THE OWNER TO MAKE
PAYMENT WITHIN 45 DAYS AFTER SUBMISSION
OF AN UNDISPUTED REQUEST FOR PAYMENT.
(SECTION 57-28-5 B (2) NMSA 1978).

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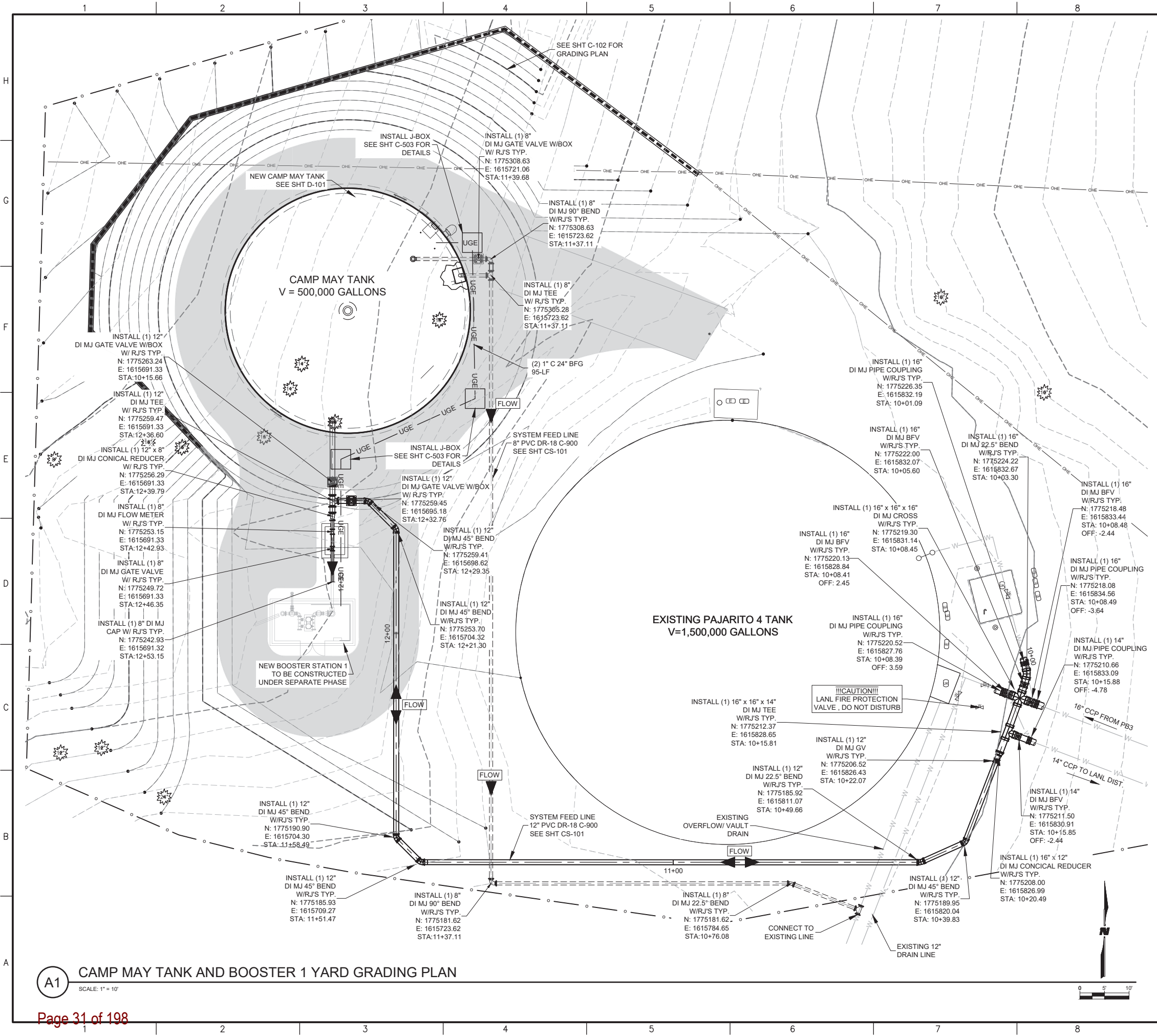
**LAC JEMEZ MOUNTAIN
REGIONAL FIRE
PROTECTION SYSTEM
PHASE 4**

REV.	DATE	DESCRIPTION	BY

PROJECT NO: 20-600-894-03
DESIGNED BY: BJA/RMG
DRAWN BY: STAFF
CHECKED BY: BJA
DATE: JUNE 2024

SHEET TITLE
**HYDRAULIC
PROFILE**

SHEET NO:
G-006



GENERAL NOTES

1. LIMITS OF SEEDING SHOWN FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR RE-SEEDING ALL DISTURBED AREAS.
2. CONTRACTOR SHALL CONSTRUCT DRAINAGE IMPROVEMENTS TO ACTIVELY DRAIN WATER AWAY FROM TANK AND BUILDING FOUNDATION.

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www.wilsonco.com

CONSULTANTS



SEAL

**LAC JEMEZ MOUNTAIN
REGIONAL FIRE
PROTECTION SYSTEM
PHASE 4**

PROJECT NAME

REV.	DATE	DESCRIPTION	BY

PROJECT NO: 20-600-894-03
DESIGNED BY: BJA/RMG
DRAWN BY: STAFF
CHECKED BY: BJA
DATE: JUNE 2024

SHEET TITLE
**TANK AND BOOSTER
1 SITE PIPING PLAN**

SHEET NO:
C-101

NOTICE OF EXTENDED PAYMENT PROVISION:
THIS CONTRACT ALLOWS THE OWNER TO MAKE
PAYMENT WITHIN 45 DAYS AFTER SUBMISSION
OF AN UNDISPUTED REQUEST FOR PAYMENT.
(SECTION 57-28-5 B (2) NMSA 1978).

A1 CAMP MAY TANK AND BOOSTER 1 YARD GRADING PLAN

SCALE: 1" = 10'



County of Los Alamos

Staff Report

January 15, 2025

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 4.c.

Index (Council Goals):

Presenters: Karen Kendall, Deputy Utilities Manager - Finance

Legislative File: 19563-25a

Title

Budget Revision No. 2025-31 for the DHSEM Grant for Water Production Generators

Recommended Action

I move that the Board of Public Utilities recommend Budget Revision 2025-31 in the amount of \$387,486 and include the attached budget revision in the minutes for the record, and forward to Council for approval.

Utilities Manager's Recommendation

The Utilities Manager recommends that the Board approve the motion as presented.

Body

Ms. Karen Kendall, Deputy Utility Manager - Finance & Administration will be on vacation the date of this meeting. Ms. Joann Gentry, Business Operations Manager will be onsite during the meeting to address questions from the board.

The purpose of this budget revision is to increase both the revenue and expenditure budget for the Department of Homeland Security (DHSEM)/FEMA grant awarded to Los Alamos County Emergency Management and the Department of Public Utilities for the purpose of purchasing two emergency generators for use at well sites around the County. The grant requires a 25% match.

Alternatives

If the budget revision is not approved, the grant will have to be rejected. BPU and County Council previously approved the submission of the grant application and acceptance of the grant award.

Fiscal and Staff Impact

The net fiscal impact to the Joint Utilities Fund is an increase in revenue of \$290,607, expenditures of \$387,476 and a decrease in fund balance by \$96,869.

Attachments

A - Budget Revision No. 2025-31

Budget Revision 2025 - 31

BPU Meeting Date: Jan 15, 2025

Council Meeting Date: Jan 28, 2025

	Fund & Department	Org	Object	Revenue (decrease)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
1	Joint Utilities Fund - Water Production	54285699	8369	\$ 290,607	\$ 387,476		\$ (96,869)
Description: The purpose of this budget revision is for the Department of Homeland Security and Emergency Management (DHSEM) Hazard Mitigation Grant for Emergency Generators.							
Fiscal Impact: The net fiscal impact to the Joint Utilities Fund is an increase in revenue of \$290,607, expenditures of \$387,476 and a decrease in fund balance by \$96,869.							

Karen Kendall

Preparer

1/2/2025

Date

N/A

County Manager Approval if Required

James Alarid

Department Director Signature

Yvette Atencio

Budget Manager/Analyst Signature



County of Los Alamos

Staff Report

January 15, 2024

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 4.d.

Index (Council Goals): Quality Excellence - Effective, Efficient, and Reliable Services; DPU FY25 - 1.0 Provide Safe and Reliable Utility Services

Presenters: James Alarid, Deputy Utilities Manager - Engineering

Legislative File: AGR1088-25a

Title

Approval of Services Agreement No. AGR 25-16a with Instrumentation and Control (IC) Solutions, LLC, for the Purpose of Furnishing Programmable Logic Controllers (PLCs) for the Water Production Supervisory Controls and Data Acquisition (SCADA) Replacement Project.

Recommended Action

I move that the Board of Public Utilities recommend Services Agreement No. AGR 25-16a with IC Solutions, LLC, for the Purpose of Furnishing PLCs for the Water Production SCADA Replacement Project in the amount of \$950,000 plus applicable gross receipts tax, and forward to Council for approval.

Utilities Manager's Recommendation

The Utilities Manager recommends that the Board approve the motion as presented.

Body

The DPU has initiated the project to replace the water production SCADA system that has been in place for 30 years. The project will replace the existing proprietary radio transmitter units at the water wells, tanks and booster stations with new programmable logic controllers (PLCs). The services in this agreement are to fabricate, test and install 26 PLCs in the first two years as part of the system replacement. The agreement is for seven years with the majority of support provided in the first two years as the system is replaced. The remaining 5 years are for support on an as needed basis.

Alternatives

If the agreement is not approved, then the project will be delayed until the services can be secured.

Fiscal and Staff Impact

The first two years of the project will be funded by Drinking Water State Revolving Loan 6368 in the amount not to exceed \$700,000.00. The balance of the services in years 3 through 7 will be funded by operating funds allocated in the respective annual budget.

Attachments

A - AGR25-16a_IC Solutions LLC



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" or "owner"), and Integration & Control Solutions, LLC, a New Mexico limited liability company ("Contractor"), collectively (the "Parties"), to be effective for all purposes January 29, 2025 ("Effective Date").

WHEREAS, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 25-16 ("RFP") on August 15, 2024, requesting proposals for Water Production SCADA Equipment Replacement and Support Services ("Services") for various project locations throughout the County ("Sites"), as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a Step 1 response dated September 12, 2024 and a Step 2 response by November 21, 2024 ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was one (1) of two (2) successful Offerors 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 AGR25-16b at a public meeting held on January 15, 2025; and

WHEREAS, the County Council, as part of a multiple source award, approved this Agreement and AGR25-16b, at a public meeting held on January 28, 2025; and

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

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

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

1. **I/O** means Input/Output and refers to devices that transfer data to and from a device such as a Programmable Logic Controller or a Remote Terminal Unit to another device such as a computer or server.
2. **MTU** means Master Terminal Unit. A control which also functions as a server that hosts the control software that communicates with lower control devices.
3. **PLC** means Programmable Logic Controller a device which executes real-time control tasks based on sensor and field device signals.
4. **RTU** means a Remote Terminal Unit an electronic device that connects sensors to a SCADA system.
5. **SCADA** means Supervisory Controls and Data Acquisition System.

SECTION B. SERVICES: Contractor shall provide SCADA (RTU/PLC) control panel design and engineering services, fabrication, provision of spares, installation, testing and commissioning services, support, and documentation and training services for several sites as identified by County and as detailed further below. Contractor shall provide all labor, tools, equipment, materials, and permitting needed to complete the Services. All work shall be in accordance with any local, state, or federal standards.

1. Project Kick-Off Meeting: The Contractor shall, within ten (10) business days from the Effective Date of this Agreement host a virtual or on-site kick-off meeting, as determined by the County's Project Manager, with the County's designated Department of Public Utilities ("DPU") staff ("Project Staff"). As part of the kick-off meeting, the parties shall:
 - a. Introduce and assign Contractor and County project team members and Project leads ("Project Staff").
 - b. Establish a mutually agreed upon Project Schedule that includes deliverable due dates, Project Milestones, and communication protocols. Contractor shall provide a written memorandum to the County's Project Staff within five (5) business days from the date of the kick-off meeting outlining the final agreed-upon Project Schedule. The Project Schedule may be modified by mutual written agreement of the parties.
 - c. Discuss the scope of work, planning assumptions, and Project progression to meet County identified schedule dates.
 - d. Identify data transfer methods between Contractor and Project Staff related to the performance of this Agreement.
2. Safety shall be Contractor's main concern. Contractor shall comply with and enforce on Site all local, state, and federal laws governing safety, health, and sanitation. County may periodically inspect Contractor's compliance and enforcement of such laws. Contractor, not County, shall be responsible for any fines set forth for such violations of codes, Occupational Safety and Health Act (OSHA) standards, or any other governing agency having jurisdiction at the Sites. Contractor shall provide all needed safeguards, safety devices and protective equipment. Contractor shall take all actions necessary to protect the life and health of its employees at the Site, protect the safety of County employees working in the area of the Site, protect the safety of the public, and protect the property of County in connection with the performance of the Services under this Agreement.
3. System Design and Engineering.
 - a. Requirements Analysis: Contractor shall conduct a thorough review of operational requirements and existing site conditions to ensure the SCADA control panel systems meets all necessary criteria.
 - b. Panel Designs: due to the variety of sites that require different amounts of I/O and control types, Contractor shall develop and deliver site specific panel drawings and wiring diagrams for each site. Each site shall receive a design for the required PLC I/O cards including spares to support each site specifically.
 - c. Design Engineering Support: Contractor shall provide project and panel drawings stamped by an Electrical Engineer licensed in the state of New Mexico.
4. Installation
 - a. Site Preparation: Contractor shall perform site surveys to prepare the installation environment, including panel location verifications, existing wiring and cabling needs, existing instrumentation and control devices readiness and operational status.
 - b. Panel Fabrication: Contractor shall Manufacture SCADA panels to County specifications as well as UL508 and NFPA 70 standards, ensuring all components meet quality standards and compliance requirements.
 - c. Panel Installation: Contractor shall mount and install SCADA control panels, including all necessary wiring, connections, and interfacing with existing site systems.

- d. Wiring and Commissioning Installation: Test, label and terminate all existing control wiring and cables from existing RTB enclosures, instrumentation devices and motor control centers or Variable Frequency Drive (VFD) controllers.
 - e. Onsite Acceptance Testing (OAT): contractor shall perform acceptance testing in their facility and the County shall witness the acceptance testing of each PLC prior to shipping to Los Alamos. Provide to County Documentation of the acceptance testing which includes Contractor certification of successful testing and supporting methodology, measurements, equipment and criteria supporting that the equipment has been tested and verified and ready for installation.
5. Testing and Commissioning
- a. Functional Testing: Contractor shall conduct comprehensive functional tests to validate the operation of each SCADA control panel, ensuring all inputs and outputs perform as expected. This testing will be done in unison with the County's SCADA software supplier and coordinated to test the control system back to the SCADA control center.
 - b. Integration Testing: Contractor shall test the integration of SCADA control panels with owner supplied SCADA control systems to verify communication and data exchange.
 - c. Performance Testing: Contractor shall evaluate system performance under various operational conditions to ensure reliability and responsiveness.
 - d. User Acceptance Testing (UAT): Contractor shall collaborate with County's end-users to perform UAT, ensuring the system meets all operational needs and obtaining formal sign-off.
 - e. Warranty. Contractor shall furnish to County a one (1) year warranty from date of startup for all completed and turned-over systems, control panels, instrumentation devices.
6. Documentation and Training
- a. Documentation: Contractor shall provide to County, detailed documentation, including system schematics, wiring diagrams, and user manuals.
 - b. Training: Contractor shall conduct training sessions for County's operational staff to ensure they are proficient in using and maintaining the new SCADA control panels and controls system.
7. Contractor shall provide the following maintenance and support services as part of the On-Call hourly rates identified in Exhibit A, and shall include adjustments and or repairs to SCADA systems to include, but not limited to:
- a. Water Systems Electrical equipment trouble shooting and support including installations.
 - b. Water Systems Mechanical equipment trouble shooting and support including installations.
 - c. Water Systems Instrumentation and Controls trouble shooting and support including installations.
 - d. Water Systems PLC/HMI programming and support.
 - e. Perform any PLC/HMI program changes as requested by County.
 - f. Perform maintenance of the control systems as directed by County.
 - g. Perform instrument installs and calibration services as directed by County.
 - h. 24 Hour 7 days a week response to service and support system calls from County.
 - i. 72 hours response time from receipt of customer request for non-critical items.
 - j. Same day response for system critical issues that affect operations and County water distribution. This response shall consist of an initial remote support to determine issues and dispatch of Contractor personnel to repair issue when parts are available.
8. Procedure for Authorizing and Scheduling On-Call Support Services: County shall request a written quote from Contractor for On-Call Support Services, and upon County's acceptance of the quote, County shall schedule work by phone call from County Project Manager to Contractor, to be followed up in writing by County Project Manager or designee, via email within two (2) business days. The costs for the On-Call Support Services are provided as a

per hour fee by classification in Exhibit A. For the purposes of this Agreement and Exhibit A, "On-Call Support Services" are those services designated as Emergency Services by County staff and require response from Contractor within forty-eight (48) hours, including weekends, and state and federal holidays. "On-Call Non-Emergency Services" are those services designated as Non-Emergency Services by County staff, which require response within five (5) business days, and which excludes weekends, state and federal holidays. Contractor shall be entitled to the mileage rate in Exhibit A for On-Call service requests.

9. **Equipment Acquisition.** From time-to-time County may request Contractor to procure components, parts and supplies which are compatible with existing SCADA equipment. Said components, parts, and supplies shall be supplied and invoiced by the Contractor as approved by County's Project Manager. Components, parts, and supplies shall be billed at Contractor's cost as documented by invoices stating the amount paid by Contractor, plus the Invoice Processing Fees for Equipment Acquisition, and shall be as provided in Exhibit A.

SECTION C. TERM: The term of this Agreement shall commence January 29, 2025, and shall continue through January 28, 2032, unless sooner terminated, as provided herein.

SECTION D. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed NINE HUNDRED FIFTY THOUSAND and NO/100 DOLLARS (\$950,000.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit A, attached hereto and made a part hereof for all purposes.
2. **Total Not-to-Exceed Compensation Amount.** The Parties understand that County can only utilize Contractor's Services, as specified herein, throughout the term of this Agreement, in a manner that does not surpass the total not-to-exceed compensation amount for Services estimated by County and specified in Section D(1) herein, unless approved by Amendment to this Agreement as provided herein. This provision shall not be construed to conflict with the agreed-upon rates stated herein. It is the sole responsibility of Contractor to ensure that all work performed does not exceed the not-to-exceed amount of this Agreement or any subsequent Amendment. Any work performed under this Agreement by Contractor where the costs exceed the not-to-exceed amount is not a just and lawful debt payable to Contractor.
3. **Monthly Invoices.** Contractor shall submit itemized monthly 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.

SECTION E. 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 F. 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 G. 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 H. 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 I. 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 J. 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, stating that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance, Automobile Liability Insurance, and Professional Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) 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; ONE MILLION DOLLARS

(\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

- 4. Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00). Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.

SECTION K. 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 L. DUTY TO ABIDE: Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement.

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

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

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

SECTION Q. INDEMNITY: Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims,

demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

SECTION R. 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; provided, however, that the Party failing to perform shall (i) as soon as possible, inform the other Party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such event, the non-performing Party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

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

SECTION T. 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 U. 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 V. TERMINATION:

1. **Generally.** The **County Utilities Manager** may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section D. 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 W. NOTICE: Unless otherwise provided in this Agreement, any notices required under this Agreement shall be made in writing. Notices shall be sent via 1) hand-delivery; 2) registered or certified mail; 3) a nationally recognized overnight courier service; or 4) electronic mail (with copy by mail or courier). All notices shall be sent to each party at the addresses set out in this section or any address later provided by such party in writing, with postage prepaid by the sender, and shall be deemed delivered upon hand delivery, verified proof of delivery by courier, or three (3) days after deposit in the United States Mail.

County:

James Martinez, Senior Engineer
Incorporated County of Los Alamos
1000 Central Avenue, Suite 130
Los Alamos, New Mexico 87544
E-mail: james.martinez@lacnm.us

Contractor:

Preston Patterson, Operations Manager
Integration & Control Solutions, LLC
4485 Irving Blvd N.W.
Albuquerque, New Mexico 87114

With a copy to:

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

E-mail: ~attorney@lacnm.us

SECTION X. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein, and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

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

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

SECTION AA. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form is attached as Exhibit B. Contractor must submit this form with this Agreement, if applicable.

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

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

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

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

SECTION AF. REQUIRED FEDERAL PROVISIONS.

1. **New Mexico DWSRF Contract Provision #C1: Anti-Discrimination Laws (Super Cross-Cutters).** Contractors and Subcontractors are required to comply with the following provisions:
 - a. **CIVIL RIGHTS ACT OF 1964.** The Contractor and any subcontractors shall not, on the grounds of race, color, or national origin, or sex, exclude from participation in, deny the benefits of, or subject to discrimination, any person under any program or activity receiving federal financial assistance.
 - b. **SECTION 13 of PL 92-500; UNDER THE FEDERAL WATER POLLUTION CONTROL ACT; REHABILITATION ACT OF 1973; PL 93-112, AND AGE DISCRIMINATION ACT OF 1975.** The Contractor and any subcontractors shall not on the grounds of race, color, national origin, or sex, exclude from participation in, deny the benefits of, or subject to discrimination any person under any program or activity funded in whole or in part with Federal funds. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.
2. **New Mexico DWSRF Contract Provision C10 Office of Inspector General Posting.** The US Environmental Protection Agency requires that contracts exceeding \$1,000,000 prominently display the Office of the Inspector General Hotline poster within contractor work areas and facilities where work is performed.
 - a. Posters may be obtained at: <https://www.epa.gov/office-inspector-general/poster-report-fraud-waste-and-abuse-epa-oig-hotline>
3. **New Mexico DWSRF Contract Provision #C3: Executive Order 11246 Equal Employment Opportunity.** The following clause must be inserted into all construction contracts for DWSRF projects.
 - a. **EQUAL EMPLOYMENT OPPORTUNITY**
 1. Executive Order 11246 (Contracts/subcontracts above \$10,000)
 - (a) During the performance of this contract, the contractor and all subcontractors agree as follows:
 - (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex,

or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or the other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractors' noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is

threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. **New Mexico DWSRF Contract Provision #C5: Prohibition on Telecomm Contract Provisions. The following clause must be inserted into all construction contracts for DWSRF Equivalency or Grant projects.**

a. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** The CONTRACTOR shall comply with 2 CFR 200.216, which prohibits the use of loan or grant funds to procure or use certain telecommunication and video surveillance services or equipment either:

1. produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, or any subsidiary or affiliate of such entities; or
2. provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

Entities on the excluded parties list can be found in the System for Award Management (www.sam.gov). This prohibition cannot be waived. See Public Law 115-232, section 889 for additional information.

5. **New Mexico DWSRF Contract Provision #C6: American Iron & Steel (AIS).** *The requirements of this section apply to (1) all construction Contracts and Subcontracts for DWSRF projects and CWSRF treatment works projects and (2) all Contracts for the purchase of iron and steel products for a DWSRF project or CWSRF treatment works project.*

a. **AMERICAN IRON AND STEEL REQUIREMENTS**

Use of iron and steel products that are produced in the United States (US) is required for this construction. The prime contractor must provide documentation that all iron and steel products which are permanently incorporated as part of the project meet the specification of American Iron and Steel (AIS) per the definitions contained in section "1" below. Production in the US of the iron or steel products requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives. The prime contractor must certify, section "2" below, that the contractor understands all iron and steel products permanently incorporated as part of the project must satisfy AIS requirements except those waived by EPA, section "3", or those included as De Minimis components, section "4". The prime contractor must submit to the owner AIS certifications for individual components supplied or installed by the prime contractor as well as components supplied or installed by all subcontractors, section "5". The contractor must include the AIS requirements in any subcontract or purchase agreement made by the prime contractor and require subcontractors or suppliers of AIS products to also require their subcontractors or suppliers to include AIS requirements in any subcontracts or purchase agreements they enter into. The owner may refuse payment on any AIS component for which a satisfactory AIS certification has not been submitted.

1. Definition of American Iron and Steel. Iron or steel products mean the following products made primarily (greater than 50% measured by material

cost) of iron or steel that are permanently incorporated into the project and are listed below, paragraphs a-d. **Products not listed below do not have to satisfy the AIS requirement.** In addition, iron and steel products used on the construction site temporarily (for example, trench boxes, scaffolding, or equipment used on site which will be removed before completion of the project) are not subject to the AIS requirements.

a. Lined or unlined pipes or fittings, manhole covers, hydrants, tanks, flanges, pipe clamps and restraints, valves, and reinforced precast concrete. Rebar and wire in reinforced precast products must be produced in the US and the casting of the concrete product must take place in the US. Cement and other raw materials used in production of reinforced precast concrete products do not have to be of domestic origin.

b. Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are: access hatches, ballast screen, benches (iron or steel), bollards (excluding any fill material), cast bases, cast iron hinged hatches (square and rectangular), cast iron riser rings, catch basin inlets, cleanout/monument boxes, construction covers and frames, curb and corner guards, curb openings, detectable warning plates, downspout shoes (boot and inlet), drainage grates, frames and curb inlets, inlets, junction boxes, lampposts, manhole covers (rings and frames), risers, meter boxes, service boxes, steel hinged hatches (square and rectangular), steel riser rings, trash receptacles, tree grates, tree guards, trench grates, and valve boxes (covers and risers).

c. Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

d. Construction materials are those articles, materials, or supplies made primarily (greater than 50% materials cost) of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems (discussed below). Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

Mechanical and electrical components, equipment and systems are not considered construction materials and do not have to meet the AIS requirements. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system. The following examples (including appurtenances necessary for their intended use and operation) are NOT considered construction materials and do not have to meet the AIS requirements: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

2. Certification(s)

Within no more than 21 days of determination of the apparent low bidder, the selected contractor must submit to the owner the certification included as Form #C4. At the conclusion of the project the contractor must certify with their final payment request that all iron and steel products permanently incorporated into the project satisfy the AIS requirements and no changes or substitutions to the products for which individual certifications were submitted to the owner have been made (Form #C5).

3. EPA Waiver

EPA has sole authority to approve waivers to the AIS provisions. The owner may seek a waiver at any point before, during, or after the bid process if one or a combination of the three conditions below are met. The prime contractor may suggest to the owner waivers not listed in the bid document. The owner has sole discretion to decide whether or not to request a suggested waiver. The waiver request(s) must satisfy one of the following conditions and be approved by EPA:

- a. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
- b. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent;
- or
- c. Applying the requirements of Section 436 would be inconsistent with the public interest.

The waiver request must include proper and sufficient documentation to support the request. Form C#6 is a sample Waiver Request Form. A "Review Checklist for Waiver Review" is provided to assist the owner in preparation of a waiver request. The information outlined therein must be

included with the waiver request letter. Upon approval of the waiver request, EPA will notify the owner directly.

4. De Minimis Materials

The EPA has granted a nationwide waiver of the AIS requirements for de minimis incidental components of eligible infrastructure projects. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental. Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the total materials incorporated into the project; the cost of an individual item may not exceed 1 percent of the total cost of the total materials incorporated into the project. Contractors who wish to use this waiver should determine the costs of all items installed or supplied for the project. The contractor must retain relevant documentation (i.e., invoices) for each of these items in their project files, and must summarize in reports to the owner: the total cost of all materials, the total cost of "incidental" materials, and the calculations by which they determined the percentage of incidental products installed or supplied for the project.

5. Individual Products Certification Documentation

The prime contractor must provide individual certification(s) to the owner for each iron and steel product purchased for incorporation into the project certifying that the product purchased satisfies the AIS requirements. The prime contractor is responsible for gathering all certifications for all products supplied or installed by suppliers and subcontractors, and for submitting these to the owner. As noted above, the contractor must also provide a final certification statement with their final payment request attesting that all American Iron and Steel requirements of this subpart have been met and there have been no changes or substitutions to the products individually certified.

6. **New Mexico DWSRF Contract Provision #C7: Davis-Bacon Prevailing Wage Requirements. New Mexico DWSRF Contract Provision #C7: Davis-Bacon Prevailing Wage Requirements.**

a. DAVIS-BACON PREVAILING WAGE REQUIREMENTS

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe

benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the

proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which

show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an

apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the

procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through

(4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

7. New Mexico DWSRF Contract Provision #C8: Environmental Review Requirements.

The requirements of this section apply to all construction Contracts and Subcontracts for DWSRF projects.

- a. **ENVIRONMENTAL REVIEW REQUIREMENTS.** The CONTRACTOR shall comply with the following provisions in accordance the National Environmental Policy Act (NEPA) as implemented by the NMED State Environmental Review Process:

A. Historical and Archeological Finds.

If, during the course of construction, evidence of deposits of historical or archeological interest is found, the contractor shall cease operations affecting the find. The owner shall then notify the State Revolving Fund Environmental Review Specialist, who shall in turn notify the State Historic Preservation Office. The SRF shall consult with the SHPO and other interested parties to determine the proper course of action regarding the discovery. No further disturbance of the deposits shall ensue until the SRF Environmental Review Specialist determines that the project activities in that area may proceed. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications.

Authority for this derives from the National Historic Preservation Act (16 U.S.C. §§ 470 et seq.) and 36 CFR Part 800.

B. Mitigation Measures

The CONTRACTOR shall comply with all mitigation measures as established in the New Mexico DWSRF Assistance Agreement in execution of the contract, and require all SUBCONTRACTORS to do the same.

8. **New Mexico DWSRF Contract Provision C12: BIL Public Awareness (Signage) Requirement.**

Assistance recipients for the follow types of DWSRF projects must display project signs in accordance with the U.S. Chief Financial Officers Council Controller Alert titled “Enhancing Transparency Through the Use of the Building a Better America Emblem on Construction Signs”:

- Construction projects identified as “equivalency projects” for BIL general supplemental capitalization grants;
- Construction projects that receive additional subsidization (grants or forgivable loans) made available by BIL general supplemental capitalization grants;
- All construction projects funded with BIL emerging contaminants capitalization grants;
- All construction projects funded with BIL lead service line replacement capitalization grants.

Summary: The BIL signage term and condition requires a physical sign displaying the official Building a Better America emblem and EPA logo be placed at construction sites for BIL-funded projects. In cases where the construction site covers a large area (e.g., lead service line replacement or septic tank repair/replacement projects), a sign should be placed in an easily visible location near where the work is being performed (e.g., entrance to the neighborhood, along a main road through town, etc.). Signage costs are considered an allowable SRF expense, provided the costs associated with the signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, assistance recipients are encouraged to translate the language on signs (excluding the official Building a Better America emblem or EPA logo or seal) into the appropriate non- English language(s). The costs of such translation are allowable SRF expenses, provided the costs are reasonable.

1. Signage Requirements

a. Building A Better America Emblem: The recipient will ensure that a sign is placed at construction sites supported under this award displaying the official Building A Better America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law.” Construction is defined at 40 CFR 33.103 as “erection, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other improvements to real property, and activities in response to a release or a threat of a release of a hazardous substance into the environment, or activities to prevent the introduction of a hazardous substance into a water

supply.” The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications for using the official Building A Better America emblem and corresponding logomark available at: <https://www.whitehouse.gov/wp-content/uploads/2022/08/Building-A-Better-America-Brand-Guide.pdf>

b. EPA Logo: The recipient will ensure that signage displays the EPA logo along with the official Building A Better America emblem. The EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project.

The recipient will ensure compliance with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>.

As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication. Instructions for contacting OPA is available on the Using the EPA Seal and Logo page.

c. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Building A Better America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

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

MICHAEL D. REDONDO
COUNTY CLERK

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

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

INTEGRATION & CONTROL SOLUTIONS, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY

BY: _____ **DATE**
PRESTON PATTERSON
OPERATIONS MANAGER

Exhibit A
Compensation Rate Schedule
AGR25-16a

SCADA Control Panel Costs by Site ID and Contract Year

COST CATEGORY	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Site ID A	\$22,230.00	\$22,890.00	\$23,570.00	\$24,270.00	\$24,990.00	\$25,730.00	\$26,500.00
Site ID B	\$18,830.00	\$19,390.00	\$19,965.00	\$20,560.00	\$21,170.00	\$21,800.00	\$22,440.00
Site ID C	\$14,310.00	\$14,735.00	\$15,175.00	\$15,625.00	\$16,090.00	\$16,565.00	\$17,055.00
Site ID D	\$23,880.00	\$24,590.00	\$25,320.00	\$26,070.00	\$26,485.00	\$27,645.00	\$28,465.00
Site ID E	\$24,770.00	\$25,505.00	\$26,265.00	\$27,045.00	\$27,845.00	\$28,675.00	\$29,525.00

Anticipated SCADA Control Panel Costs by Site ID

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Site ID A	\$155,610.00	\$160,230.00	\$23,570.00		\$24,990.00		\$26,500.00
Site ID B	\$37,660.00				\$21,170.00		
Site ID C	\$28,620.00	\$29,470.00		\$15,625.00		\$16,565.00	
Site ID D	\$71,640.00	\$49,180.00			\$26,845.00		\$28,465.00
Site ID E	\$24,770.00				\$27,845.00		
Total	\$318,350.00	\$238,880.00	\$23,570.00	\$15,625.00	\$100,850.00	\$16,565.00	\$54,965.00
Total Anticipated SCADA Control Panel Costs							\$768,085.00
Contingency Amount							\$31,195.00
Support Per Hourly Rate Schedule (see below)							\$150,000.00
Total Not-to-Exceed Amount							\$950,000.00

SITE ID Chart for Current Locations, County Reserves the Right to add additional SCADA Locations throughout the term of this Agreement.

#	Site ID	Site	Notes
1	A	Otowi Well 1	ADDED HMI
2	A	Otowi Well 4	ADDED HMI
3	A	Guaje Booster 2/Tanks	ADDED HMI
4	A	Pajarito Booster 1	Replace HMI
5	A	Pajarito Tank/Booster3	ADDED HMI
6	A	Pajarito Well 4	Replace HMI
7	A	S-Site 2 Booster	ADDED HMI
8	A	Western Booster	ADDED HMI
9	A	Community Tank/Booster	ADDED HMI
10	A	S-Site Booster 1	ADDED HMI
11	A	Sycamore Tank (7.75mil)	NO HMI
12	A	Quemazon Booster	ADDED HMI
13	A	North Fill Booster	ADDED HMI
14	A	Guaje Fill Booster	ADDED HMI
15	B	Middle School Tank	ADDED HMI
16	B	N. Mesa Booster	Replace HMI
17	C	Group 12 Tank	NO HMI
18	C	Pajarito Tank 4	NO HMI
19	C	Pajarito Tank 4A	NO HMI
20	C	Arizona Tank (7.75mil)	NO HMI
21	D	Otowi Booster 1/Tank	ADDED HMI
22	D	Otowi Booster 2/Tank	ADDED HMI
23	D	Anniversary Tank	ADDED HMI
24	D	Barranca Boost2/Guaje Booster 3/Tanks	ADDED HMI

25	D	Barranca Tank 2 (Hawk)	ADDED HMI
26	E	Pajarito Booster 2/ Tank	ADDED HMI

On-Call Support Service Rates

Classification	Straight Time Rate	Overtime Rate
PLC/HMI/System Design and support and Programmer	\$140.00	\$196.00
I&C Technician II combination I&E and Field Foreman	\$98.75	\$138.25
I&C Technician III Instrument Installer and instrument Technician	\$90.90	\$127.26
I&C Technician IV Instrument Installer and general Labor	\$80.80	\$113.12
Journeyman Electrician	\$90.90	\$127.26
Apprentice Electrician	\$80.80	\$113.12

Invoice Processing Fee for Equipment Acquisition – Materials shall be invoiced at cost with the below stated invoice processing fee as applicable.

Material Cost	Invoice Processing Fee
\$100 and below Cost of Materials	I&C Straight Time Rate at 0.25 Hours
\$1000 to \$1000.01 Cost of Materials	I&C Straight Time Rate at 2.0 Hours
\$2500 to \$1000.01 Cost of Materials	I&C Straight Time Rate at 4.5 Hours
\$5000 to \$2500.01 Cost of Materials	I&C Straight Time Rate at 6.0 Hours
Over \$5000.00 Cost of Materials	I&C Straight Time Rate at 8.0 Hours

All service calls will have a 3-hour minimum charge for each classification code including travel charges.

Straight Time: Straight Time is defined as time worked during County's normal working hours, up to 10 hours per day, Monday through Friday (excluding weekends, state and federal holidays).

Overtime: Is defined as time worked outside of normal working hours or in excess of 40 hours per week plus any hours worked on weekends, state and federal holidays will be billed to the County at 1.4 times the Straight Time Rate, as seen in the table above.

On-Call Services and Travel Charges.

On-Call services will be provided and charged per labor rate table listed above. Travel charges will be calculated at \$0.65 per mile from Albuquerque and based on round trip mileage to and from project site and added to invoice as separate and detailed line item on all invoices. County shall be invoiced Two Hundred (200) Miles per Round Trip On-Call Service Visit.

County Travel Guidelines

Contractor's travel expenses shall be charged at actual cost, copies of all travel expenses must accompany invoices submitted to County, and shall only include the following:

1. Mileage shall be reimbursed at the mileage rate described above;
2. Hotel or motel lodging, not to exceed \$250.00 base rate per night excluding tax;
3. Meals, per Los Alamos County Travel Policy, currently \$90.00 per diem daily for multi-day travel, or up to \$40.00 daily for one day travel;
4. Internet connectivity charges;
5. Any other reasonable costs directly associated with conducting business with County.
6. If reimbursement for lodging or airfare is sought and no receipt is furnished by Contractor showing the actual cost, the travel expense shall be deemed unreasonable and un-reimbursable.

Travel Expenses not allowed are as follows:

1. Entertainment; in-room movies, games, etc. and
2. Alcoholic beverages, mini bar refreshments or tobacco products.

Exhibit B
Campaign Contribution Disclosure Form
AGR25-16a

Any prospective contractor seeking to enter into a contract with the Incorporated County of Los Alamos must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds TWO HUNDRED FIFTY DOLLARS (\$250.00) over the two (2) year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other things of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:
(a) a prospective contractor, if the prospective contractor is a natural person; or
(b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a ☐ member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following-COUNTY COUNCILORS: Theresa Cull; Melanee Hand; Susie Havemann; Ryn Hermann; Beverly Neal-Clinton; David Reagor; and Randal Ryti.)

Contribution Made By:			
Relation to Prospective Contractor:			
Name of Applicable Public Official:			
Contribution(s) Date(s)	Contribution Amount(s):	Nature of Contribution(s):	Purpose of Contribution(s):
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

<input type="checkbox"/>	CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative, and I have disclosed those contributions.
<input type="checkbox"/>	NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (position)

Exhibit C
Confidential Information Disclosure Statement
AGR25-16a

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

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

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

	Contractor	County
Name:	Preston Patterson	James Martinez
Title:	Integration & Control Solutions, LLC	Senior Engineer
Address:	4485 Irving Blvd N.W.	1000 Central Avenue, Suite 130
City/State/Zip:	Albuquerque, New Mexico 87114	Los Alamos, New Mexico 87544
Email:	preston@ics-abqnm.net	james.martinez@lacnm.us

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

**Exhibit D
Federal Forms**

	American Iron and Steel (AIS) Final Certification	Form #C5
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Upon execution of this certification the Contractor hereby certifies that all of the iron and steel products used in this project were produced in the United States except those for which an appropriate waiver(s) has been approved by the U.S. Environmental Protection Agency, and that no changes or substitutions to the individual certifications provided by the contractor have been made.

This statement relates to a contract between _____ and _____
(owner) (contractor)

in conjunction with _____ funded with monies made available by the New Mexico
(project name)

Drinking Water State Revolving Loan Fund.

Signature Date

Name and Title of Signer (Please type or print)

	Davis-Bacon Compliance Certification	Form #C10
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Assistance Recipients must submit this form to NMED with every payment request for a DWSRF-funded project.

Project Name: _____

Period From: _____ **To:** _____

Davis-Bacon Compliance Certification

Based on a review of payroll reports for the specified weeks, I certify to the best of my knowledge and belief that the above referenced project:

Complies with with the requirements of 29 CFR 5.5(a)(1) and that all laborers and mechanics employed by contractors and subcontractors engaged in contracts for the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the State Water Pollution Control Revolving Fund are paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Name of DWSRF Assistance Recipient

Date

Signature of Authorized Official (Assistance Recipient)

Signature of Contractor's Authorized Representative

Date

Printed Name of Contractor's Authorized Representative

"As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week."

- 3. Contract and Subcontract Provisions (3)(ii)(A) of the EPA Grant Terms and Conditions, Wage Rate Requirements Under FY2010 Appropriations.

	American Iron & Steel Compliance Certification	Form #C11
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Assistance Recipients must submit this form to NMED with every payment request for a DWSRF-funded project.

Project Name: _____

Pay Application #: _____

American Iron & Steel Compliance Certification

The Contractor acknowledges that it understands the goods and services paid for under this Pay Application are being funded with monies made available by the New Mexico Drinking Water State Revolving Fund and that statutory requirements require that all of the iron and steel products used in the project must be produced in the United States in accordance with “Subpart J – American Iron and Steel Requirements.” The Contractor hereby represents and warrants to and for the benefit of the Owner and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved or the product is incidental as described the De Minimis section of Subpart J, (c) the Contractor will provide verified information, product certifications, or assurance of compliance with this paragraph as requested by the Owner, and (d) information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or State to recover damages from the Contractor for any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner). If the Contractor has no direct contractual privity with NMED, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that NMED is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of NMED.

Signature of Contractor’s Authorized Representative

Date

Printed Name of Contractor’s Authorized Representative

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor); that during the payroll period commencing on the _____
(Building or Work) _____ day of _____, _____, and ending the _____ day of _____, _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor) weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	
NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.	

	Davis-Bacon Act Final Certification	Form #C13
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The Contractor acknowledges to and for the benefit of the _____ (“Owner”) and the New Mexico Environment Department (NMED) that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as the Davis-Bacon Act that requires all contractors and subcontractors performing work on federal construction contracts or federally assisted contracts in excess of \$2,000 to pay their laborers and mechanics not less than the federal prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area as determined by the Secretary of Labor.

The Contractor hereby represents and warrants to and for the benefit of the Owner and NMED that (a) the Contractor has reviewed and understands the Davis-Bacon Act requirements, (b) as such has compensated all contractors and subcontractors performing work on this project not less than the prevailing wage and fringe benefits for corresponding classes as determined by the Secretary of Labor, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, as may be requested by the Owner or NMED. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or NMED to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Owner or NMED resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from NMED or any damages owed to NMED by the Owner). If the Contractor has no direct contractual privity with NMED, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that NMED is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of NMED.

This statement relates to the contract between _____ (owner) and _____ (contractor) in conjunction with _____ (project name) funded with monies made available by the New Mexico Drinking Water State Revolving Fund.

_____ Signature	_____ Date
_____ Name and Title of Signer (Please type or print)	



County of Los Alamos

Staff Report

January 15, 2025

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 4.e.

Index (Council Goals):

Presenters: James Alarid, Deputy Utilities Manager - Engineering

Legislative File: AGR1093-25a

Title

Approval of Services Agreement No. AGR 25-16b with James Wilkinson, dba Elementyl Consulting, for the Purpose of Software Support Services for the Water Production Supervisory Controls and Data Acquisition (SCADA) Replacement Project

Recommended Action

I move that the Board of Public Utilities recommend Services Agreement No. AGR 25-16b with Elementyl Consulting, for the Purpose of Software Support Services for the Water Production SCADA Replacement Project in the amount of \$446,060 plus applicable gross receipts tax, and forward to Council for approval.

Utilities Manager's Recommendation

The Utilities Manager recommends that the Board approve the motion as presented.

Body

The DPU has initiated the project to replace the water production SCADA system that has been in place for 30 years. Software programming support services will allow the ability to run the old and new SCADA systems concurrently through the two-year transition period. This will allow DPU operators to operate the system from a hybrid of both the old and new SCADA systems from a single control station, unaffected by the systems conversion. The agreement is for seven years with the majority of support provided in the first two years as the system is replaced. The remaining 5 years are for support on an as needed basis.

Alternatives

If the agreement is not approved, the project will be delayed until the services can be secured or the replacement strategy is changed to include two-years of regular and extended SCADA outages. This would require operators to regularly run the system manually, requiring boots on the ground to over 40 remote sites.

Fiscal and Staff Impact

The first two years of the project will be funded by Drinking Water State Revolving Loan 6368 in the amount not to exceed of \$337,890.00. The balance of the services in years 3 through 7 will be funded by operating funds allocated in the respective annual budget.

Attachments

A - AGR 25-16b_Elementyl Consulting



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 James Wilkinson dba Elementyl Consulting, a California sole proprietor ("Contractor"), collectively (the "Parties"), to be effective for all purposes January 29, 2025 ("Effective Date").

WHEREAS, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 25-16 ("RFP") on August 15, 2024, requesting proposals for Water Production SCADA Equipment Replacement and Support Services, ("Services") for various project locations throughout the County ("Sites"), as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a Step 1 response dated September 12, 2024 and a Step 2 response by November 21, 2024 ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was one (1) of two (2) successful Offerors 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 AGR25-16a at a public meeting held on January 15, 2025; and

WHEREAS, the County Council, as part of a multiple source award, approved this Agreement and AGR25-16a, at a public meeting held on January 28, 2025; 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. DEFINITIONS: In addition to any other terms elsewhere defined in this Agreement, the following terms are defined for the purpose of this Agreement. Where a definition is not defined, the standard meaning applies.

1. **I/O** means Input/Output and refers to devices that transfer data to and from a device such as a Programmable Logic Controller or a Remote Terminal Unit to another device such as a computer or server.
2. **M.I.S.E.R.** means: M: Maximum system performance I: Information monitoring and control S: Safe & secure platform E: Executes rapid data flow R: Resources utilized efficiently. A real-time database software system for use with SCADA.
3. **MTU** means Master Terminal Unit. A control which also functions as a server that hosts the control software that communicates with lower control devices.

4. **NCC** means a protocol driver which is utilized by the HSQ SCADA system to collect data.
5. **PLC** means Programmable Logic Controller a device which executes real-time control tasks based on sensor and field device signals.
6. **RTU** means a Remote Terminal Unit an electronic device that connects sensors to a SCADA system.
7. **SCADA** means Supervisory Controls and Data Acquisition System.

SECTION B. SERVICES: The following are the scope of services to be provided by the Contractor.

1. Project Kick-Off Meeting: The Contractor shall, within ten (10) business days from the Effective Date of this Agreement host a virtual or on-site kick-off meeting, as determined by the County's Project Manager, with the County's designated Department of Public Utilities ("DPU") staff ("Project Staff"). As part of the kick-off meeting, the Parties shall:
 - a. Introduce and assign Contractor and County project team members and Project leads ("Project Staff").
 - b. Determine a date and time for remote access provision and testing.
 - c. Determine the date and time for the initial Site visit by Contractor.
 - d. Establish a mutually agreed upon Project Schedule that includes deliverable due dates, Project Milestones, and communication protocols. Contractor shall provide a written memorandum to the County's Project Staff within five (5) business days from the date of the kick-off meeting outlining the final agreed-upon Project Schedule. The Project Schedule may be modified by mutual written agreement of the Parties.
 - e. Discuss the scope of work, planning assumptions, and Project progression to meet County identified schedule dates.
 - f. Identify data transfer methods between Contractor and Project Staff related to the performance of this Agreement.
2. Modify SCADA SYSTEM to enable dual use protocols on the existing radio lines.
 - a. Contractor shall establish a project repository for software tracking.
 - b. Contractor shall coordinate with DPU on the final design of the PLC as applicable to the scope of the Project.
 - c. Contractor shall survey the existing system, create backups of existing configuration, and install a Network Management System virtual machine server for use in the configurations and monitoring of network assets between the old and new SCADA system.
 - d. Utilizing the backups obtained from County, Contractor shall set up a duplicate test MISER system either in Contractor's lab, or using any spare equipment owned by the County as determined by County's Project Manager.
 - e. Contractor shall tune the database to address current conditions of the system to properly prioritize commands.
 - f. Contractor shall reprogram the HSQ RTU NCC to check a resource arbitration mechanism each time it moves to query the next HSQ RTU. If a line is requested by the second protocol, the HSQ RTU NCC will release the line, then reacquire it once the second protocol has completed its polling sequence for the requested PLC. This will be tested to ensure the HSQ RTU NCC continues to work with similar performance based on the established baseline.
 - g. With this arbitration mechanism programmed and tested, Contractor will next program and configure the HSQ Modbus NCC to use the same arbitration mechanism. When a PLC needs to be queried or commanded, the HSQ Modbus NCC will request the appropriate line via this resource arbitration mechanism,

- which will allow the current HSQ RTU query to complete normally prior to interleaving the upcoming PLC query over the same medium.
- h. All HSQ RTUs will ignore messages sent to the PLCs as they will not pass the validation tests for an HSQ RTU 8- or 16-bit communications frame. Likewise, an HSQ RTU protocol packet will be ignored by the PLCs as they will not have the correct Modbus addressing headers or integrity checks.
 - i. Contractor will setup the timing via the HSQ MISER NCCGEN communications database to ensure that units that are down, or slow to answer, do not have a disproportionate effect on the overall polling cycle of either the Pajarito or Tesuque radio lines.
3. Create consistent mapping from RTU I/O addressing to packed Modbus holding registers.
 - a. Contractor shall analyze the I/O layout, map this layout in a consistent manner to a holding register layout, in which case one Modbus packet will be sent out during normal querying to a radio-based PLC, and the response size will be minimized to reduce the time required for the resulting Modbus packet response.
 4. Create scripts to convert existing points on a per device basis to Modbus addressing scheme.
 - a. Contractor shall create scripts to support the Modbus addressing scheme. The database for MISER, may be queried and translated into either an appropriate input file, or a python script that automates the import of the existing points into the Ignition system. This form of scripting and automation minimizes manual data entry, creates an algorithmic transition between systems, and minimizes translation errors.
 - b. Utilizing the prototype PLC provided by the County's Instrumentation and Controls contractor, Contractor shall establish rules for this translation, document the algorithm used to convert between I/O system designations, then use this tool each time a new Site is to be installed.
 5. Set up a test radio Site with an RTU and Allen Bradley PLC.
 - a. This task shall be achieved by conducting a test on the existing Pajarito and Tesuque lines, and on a new line created for this purpose. The HSQ SCADA system has a service called DIALER, which can be configured to dynamically move between communications ports. This approach will allow the test radio site to be used with any repeater or communications topology for which it has signal.
 - b. This facility can also be used to test the transition from radio to fiber, and to keep the radio as a backup communications path should the fiber become unavailable. This backup path can be retained for as long as the MISER SCADA system remains in service, and the applicable repeater site remains in operation.
 6. Identify and set up a converter box to communicate between the serial MDS radio and the Modbus/IP over Ethernet on the PLC.
 - a. Coordination with the DPU SCADA Specialist will allow the best fit unit to be selected for this application. This conversion can be done with a variety of standard devices. Contractor shall suggest the appropriate equipment for use in this application.
 7. Review existing radio communications get-around-time and optimize.

- a. Initial documentation, tuning and establishment of the radio communication timing is an essential first step. The “get around time” is a measure of the typical time it takes to query the same unit in the field, given that the unit is sequenced to be checked at the most rapid interval the communications line allows.
 - b. On fiber systems, this value is typically on the order of milliseconds, allowing such communications to generally exceed any operational requirements. On serial radio systems with 12.5kHz or 6.25kHz bandwidth, this value scales rapidly with the number of remote stations and can be adversely impacted by Site(s) with poor communication, or which are reporting excessive data.
 - c. Contractor shall ensure the minimization of such issues both before and during the transitions from HSQ RTUs to the new PLCs by checking on the health and modifying communications parameters for each change.
- 8. Check data acquisition with test PLC.
 - a. Contractor shall utilize the test RTU to establish baselines for communications timing and register packing, as well as protocol sharing and serial to Ethernet conversion.
- 9. Modify protocol for test unit and check data acquisition with test PLC using same radio.
 - a. A spare HSQ RTU could also temporarily be co-located with the test PLC to perform an initial conversion without impact to any operational values.
- 10. Deployment to Production PLCs.
 - a. Depending on field installation activity, PLC transitions may be grouped in phases in accordance with the Project Schedule, or as soon as County is comfortable with the initial outcomes from virtual testing and pre-production PLC testing, transitioning can occur one PLC at a time, as they become available, initially during a visit, and eventually utilizing Contractor’s remote support.
 - b. A final first year visit will be tentatively scheduled and shall cover another batch of migrations, and Contractor shall perform normal MISER SCADA system maintenance functions as time permits.
 - c. Once the PLC conversion process is in place, Contractor shall virtualize the MISER Historian. This machine is not redundant and given its importance and the likely duration of the MISER system during and after the initial PLC conversion, this step should be undertaken to minimize historical data loss in the event of a hardware failure for that server. Contractor shall move the MISER Historian to the existing ESXi machine, or any other compatible destination on the SCADA network as chosen by the County.
- 11. Ongoing Support Services.**
 - a. Contractor shall provide MISER Phone Support throughout the term of the contract. In conjunction with using one onsite visit per year primarily to support backups and MISER SCADA maintenance, the number of hours allocated will gradually reduce to reflect the decreased reliance on the MISER SCADA system.
 - b. The initial visits during the transitionary period (Years 1 and 2) shall be allocated four (4) days, including travel time (generally one day). These visits can also be used for purposes other than those outlined above (ESXi/virtualization of supported older hardware, network switch and router configuration, additional firewall rules) within the time Contractor is onsite if time permits. Visits in years three through seven shall be allocated three (3) days.

SECTION C. TERM: The term of this Agreement shall commence January 29, 2025, and shall continue through January 28, 2032, unless sooner terminated, as provided herein.

SECTION D. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed FOUR HUNDRED FORTY-SIX THOUSAND SIXTY and NO/100 DOLLARS (\$446,060.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit A, attached hereto and made a part hereof for all purposes.
2. **Total Not-to-Exceed Compensation Amount.** The Parties understand that County can only utilize Contractor's Services, as specified herein, throughout the term of this Agreement, in a manner that does not surpass the total not-to-exceed compensation amount for Services estimated by County and specified in Section D(1) herein, unless approved by Amendment to this Agreement as provided herein. This provision shall not be construed to conflict with the agreed-upon rates stated herein. It is the sole responsibility of Contractor to ensure that all work performed does not exceed the not-to-exceed amount of this Agreement or any subsequent Amendment. Any work performed under this Agreement by Contractor where the costs exceed the not-to-exceed amount is not a just and lawful debt payable to Contractor.
3. **Monthly Invoices.** Contractor shall submit itemized monthly 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.

SECTION E. 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 F. 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 G. 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 H. 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 I. 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 J. 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, stating that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance, Automobile Liability Insurance, and Professional Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) 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; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00). Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement.

SECTION K. 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 L. DUTY TO ABIDE: Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement.

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

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

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

SECTION Q. INDEMNITY: Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

SECTION R. 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; provided, however, that the Party failing to perform shall (i) as soon as possible, inform the other Party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts

to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such event, the non-performing Party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

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

SECTION T. 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 U. 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 V. TERMINATION:

1. **Generally.** The **County Utilities Manager** may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section D. 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 W. NOTICE: Unless otherwise provided in this Agreement, any notices required under this Agreement shall be made in writing. Notices shall be sent via 1) hand-delivery; 2) registered or certified mail; 3) a nationally recognized overnight courier service; or 4) electronic mail (with copy by mail or courier). All notices shall be sent to each party at the addresses set out in this section or any address later provided by such party in writing, with postage prepaid by the sender, and shall be deemed delivered upon hand delivery, verified proof of delivery by courier, or three (3) days after deposit in the United States Mail.

County:

James Martinez, Senior Engineer
Incorporated County of Los Alamos
1000 Central Avenue, Suite 130
Los Alamos, New Mexico 87544
E-mail: james.martinez@lacnm.us

Contractor:

James Wilkinson, Principal
Elementyl Consulting
42 Roosevelt Circle
Palo Alto, California 94306

With a copy to:

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

E-mail: ~attorney@lacnm.us

SECTION X. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein, and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

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

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

SECTION AA.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form is attached as Exhibit B. Contractor must submit this form with this Agreement, if applicable.

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

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

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

or construction that would or might cause any provision to be construed against the drafter of this Agreement.

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

SECTION AF. REQUIRED FEDERAL PROVISIONS.

1. **New Mexico DWSRF Contract Provision #C1: Anti-Discrimination Laws (Super Cross-Cutters).** Contractors and Subcontractors are required to comply with the following provisions:
 - a. **CIVIL RIGHTS ACT OF 1964.** The Contractor and any subcontractors shall not, on the grounds of race, color, or national origin, or sex, exclude from participation in, deny the benefits of, or subject to discrimination, any person under any program or activity receiving federal financial assistance.
 - b. **SECTION 13 of PL 92-500; UNDER THE FEDERAL WATER POLLUTION CONTROL ACT; REHABILITATION ACT OF 1973; PL 93-112, AND AGE DISCRIMINATION ACT OF 1975.** The Contractor and any subcontractors shall not on the grounds of race, color, national origin, or sex, exclude from participation in, deny the benefits of, or subject to discrimination any person under any program or activity funded in whole or in part with Federal funds. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.
2. **New Mexico DWSRF Contract Provision C10 Office of Inspector General Posting.** The US Environmental Protection Agency requires that contracts exceeding \$1,000,000 prominently display the Office of the Inspector General Hotline poster within contractor work areas and facilities where work is performed.
 - a. Posters may be obtained at: <https://www.epa.gov/office-inspector-general/poster-report-fraud-waste-and-abuse-epa-oig-hotline>
3. **New Mexico DWSRF Contract Provision #C3: Executive Order 11246 Equal Employment Opportunity.** The following clause must be inserted into all construction contracts for DWSRF projects.
 - a. **EQUAL EMPLOYMENT OPPORTUNITY**
 1. Executive Order 11246 (Contracts/subcontracts above \$10,000)
 - (a) During the performance of this contract, the contractor and all subcontractors agree as follows:
 - (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or the other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractors' noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. **New Mexico DWSRF Contract Provision #C5: Prohibition on Telecomm Contract Provisions.** The following clause must be inserted into all construction contracts for DWSRF Equivalency or Grant projects.

- a. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** The CONTRACTOR shall comply with 2 CFR 200.216, which prohibits the use of loan or grant funds to procure or use certain telecommunication and video surveillance services or equipment either:

1. produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, or any subsidiary or affiliate of such entities; or
2. provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

Entities on the excluded parties list can be found in the System for Award Management (www.sam.gov). This prohibition cannot be waived. See Public Law 115-232, section 889 for additional information.

5. **New Mexico DWSRF Contract Provision #C6: American Iron & Steel (AIS).** *The requirements of this section apply to (1) all construction Contracts and Subcontracts for DWSRF projects and CWSRF treatment works projects and (2) all Contracts for the purchase of iron and steel products for a DWSRF project or CWSRF treatment works project.*

- a. **AMERICAN IRON AND STEEL REQUIREMENTS**

Use of iron and steel products that are produced in the United States (US) is required for this construction. The prime contractor must provide documentation that all iron and steel products which are permanently incorporated as part of the project meet the specification of American Iron and Steel (AIS) per the definitions contained in section "1" below. Production in the US of the iron or steel products requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives. The prime contractor must certify, section "2" below, that the contractor understands all iron and steel products permanently incorporated as part of the project must satisfy AIS requirements except those waived by EPA, section "3", or those included as De Minimis components, section "4". The prime contractor must submit to the owner AIS certifications for individual components supplied or installed by the prime contractor as well as components supplied or installed by all subcontractors, section "5". The contractor must include the AIS requirements in any subcontract or purchase agreement made by the prime contractor and require subcontractors or suppliers of AIS products to also require their subcontractors or suppliers to include AIS requirements in any subcontracts or purchase agreements they enter into. The owner may refuse payment on any AIS component for which a satisfactory AIS certification has not been submitted.

1. **Definition of American Iron and Steel.** Iron or steel products mean the following products made primarily (greater than 50% measured by material cost) of iron or steel that are permanently incorporated into the project and are listed below, paragraphs a-d. **Products not listed below do not have to satisfy the AIS requirement.** In addition, iron and steel products used on the construction site temporarily (for example, trench boxes, scaffolding,

or equipment used on site which will be removed before completion of the project) are not subject to the AIS requirements.

a. Lined or unlined pipes or fittings, manhole covers, hydrants, tanks, flanges, pipe clamps and restraints, valves, and reinforced precast concrete. Rebar and wire in reinforced precast products must be produced in the US and the casting of the concrete product must take place in the US. Cement and other raw materials used in production of reinforced precast concrete products do not have to be of domestic origin.

b. Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are: access hatches, ballast screen, benches (iron or steel), bollards (excluding any fill material), cast bases, cast iron hinged hatches (square and rectangular), cast iron riser rings, catch basin inlets, cleanout/monument boxes, construction covers and frames, curb and corner guards, curb openings, detectable warning plates, downspout shoes (boot and inlet), drainage grates, frames and curb inlets, inlets, junction boxes, lampposts, manhole covers (rings and frames), risers, meter boxes, service boxes, steel hinged hatches (square and rectangular), steel riser rings, trash receptacles, tree grates, tree guards, trench grates, and valve boxes (covers and risers).

c. Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

d. Construction materials are those articles, materials, or supplies made primarily (greater than 50% materials cost) of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems (discussed below). Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

Mechanical and electrical components, equipment and systems are not considered construction materials and do not have to meet the AIS requirements. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any

machine powered by electricity and includes components that are part of the electrical distribution system. The following examples (including appurtenances necessary for their intended use and operation) are NOT considered construction materials and do not have to meet the AIS requirements: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

2. Certification(s)

Within no more than 21 days of determination of the apparent low bidder, the selected contractor must submit to the owner the certification included as Form #C4. At the conclusion of the project the contractor must certify with their final payment request that all iron and steel products permanently incorporated into the project satisfy the AIS requirements and no changes or substitutions to the products for which individual certifications were submitted to the owner have been made (Form #C5).

3. EPA Waiver

EPA has sole authority to approve waivers to the AIS provisions. The owner may seek a waiver at any point before, during, or after the bid process if one or a combination of the three conditions below are met. The prime contractor may suggest to the owner waivers not listed in the bid document. The owner has sole discretion to decide whether or not to request a suggested waiver. The waiver request(s) must satisfy one of the following conditions and be approved by EPA:

- a. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
- b. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent;
- or
- c. Applying the requirements of Section 436 would be inconsistent with the public interest.

The waiver request must include proper and sufficient documentation to support the request. Form C#6 is a sample Waiver Request Form. A "Review Checklist for Waiver Review" is provided to assist the owner in preparation of a waiver request. The information outlined therein must be included with the waiver request letter. Upon approval of the waiver request, EPA will notify the owner directly.

4. De Minimis Materials

The EPA has granted a nationwide waiver of the AIS requirements for de minimis incidental components of eligible infrastructure projects. For many

of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental. Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the total materials incorporated into the project; the cost of an individual item may not exceed 1 percent of the total cost of the total materials incorporated into the project. Contractors who wish to use this waiver should determine the costs of all items installed or supplied for the project. The contractor must retain relevant documentation (i.e., invoices) for each of these items in their project files, and must summarize in reports to the owner: the total cost of all materials, the total cost of "incidental" materials, and the calculations by which they determined the percentage of incidental products installed or supplied for the project.

5. Individual Products Certification Documentation

The prime contractor must provide individual certification(s) to the owner for each iron and steel product purchased for incorporation into the project certifying that the product purchased satisfies the AIS requirements. The prime contractor is responsible for gathering all certifications for all products supplied or installed by suppliers and subcontractors, and for submitting these to the owner. As noted above, the contractor must also provide a final certification statement with their final payment request attesting that all American Iron and Steel requirements of this subpart have been met and there have been no changes or substitutions to the products individually certified.

6. New Mexico DWSRF Contract Provision #C7: Davis-Bacon Prevailing Wage Requirements. New Mexico DWSRF Contract Provision #C7: Davis-Bacon Prevailing Wage Requirements.

a. DAVIS-BACON PREVAILING WAGE REQUIREMENTS

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The

Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall

maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor

(or any of its subcontractors) and sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a

clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through

(4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

7. New Mexico DWSRF Contract Provision #C8: Environmental Review Requirements.

The requirements of this section apply to all construction Contracts and Subcontracts for DWSRF projects.

- a. **ENVIRONMENTAL REVIEW REQUIREMENTS.** The CONTRACTOR shall comply with the following provisions in accordance the National Environmental Policy Act (NEPA) as implemented by the NMED State Environmental Review Process:

A. Historical and Archeological Finds.

If, during the course of construction, evidence of deposits of historical or archeological interest is found, the contractor shall cease operations affecting the find. The owner shall then notify the State Revolving Fund Environmental Review Specialist, who shall in turn notify the State Historic Preservation Office. The SRF shall consult with the SHPO and other interested parties to determine the proper course of action regarding the discovery. No further disturbance of the deposits shall ensue until the SRF Environmental Review Specialist determines that the project activities in that area may proceed. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications.

Authority for this derives from the National Historic Preservation Act (16 U.S.C. §§ 470 et seq.) and 36 CFR Part 800.

B. Mitigation Measures

The CONTRACTOR shall comply with all mitigation measures as established in the New Mexico DWSRF Assistance Agreement in execution of the contract, and require all SUBCONTRACTORS to do the same.

8. New Mexico DWSRF Contract Provision C12: BIL Public Awareness (Signage) Requirement.

Assistance recipients for the follow types of DWSRF projects must display project signs in accordance with the U.S. Chief Financial Officers Council Controller Alert titled “Enhancing Transparency Through the Use of the Building a Better America Emblem on Construction Signs”:

- Construction projects identified as “equivalency projects” for BIL general supplemental capitalization grants;
- Construction projects that receive additional subsidization (grants or forgivable loans) made available by BIL general supplemental capitalization grants;
- All construction projects funded with BIL emerging contaminants capitalization grants;
- All construction projects funded with BIL lead service line replacement capitalization grants.

Summary: The BIL signage term and condition requires a physical sign displaying the official Building a Better America emblem and EPA logo be placed at construction sites for BIL-funded projects. In cases where the construction site covers a large area (e.g., lead service line replacement or septic tank repair/replacement projects), a sign should be placed in an easily visible location near where the work is being performed (e.g., entrance to the neighborhood, along a main road through town, etc.). Signage costs are considered an allowable SRF expense, provided the costs associated with the signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, assistance recipients are encouraged to translate the language on signs (excluding the official Building a Better America emblem or EPA logo or seal) into the appropriate non- English language(s). The costs of such translation are allowable SRF expenses, provided the costs are reasonable.

1. Signage Requirements

a. Building A Better America Emblem: The recipient will ensure that a sign is placed at construction sites supported under this award displaying the official Building A Better America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law.” Construction is defined at 40 CFR 33.103 as “erection, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other improvements to real property, and activities in response to a release or a threat of a release of a hazardous substance into the environment, or activities to prevent the introduction of a hazardous substance into a water supply.” The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications for using the official Building A Better America emblem and corresponding logomark available at: <https://www.whitehouse.gov/wp-content/uploads/2022/08/Building-A-Better-America-Brand-Guide.pdf>

b. EPA Logo: The recipient will ensure that signage displays the EPA logo along with the official Building A Better America emblem. The EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project.

The recipient will ensure compliance with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa->

[logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients](#).

As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication. Instructions for contacting OPA is available on the Using the EPA Seal and Logo page.

c. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Building A Better America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

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

MICHAEL REDONDO
COUNTY CLERK

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

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

JAMES WILKINSON DBA ELEMENTYL CONSULTING, A
CALIFORNIA SOLE PROPRIETOR

BY: _____
JAMES WILKINSON **DATE**
PRINCIPAL

Exhibit A
Compensation Rate Schedule
AGR25-16b

COST CATEGORY	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Site Visit	\$33,920.00	\$25,440.00	\$13,680.00	\$6,840.00	\$7,200.00	\$7,200.00	\$7,680.00
Fixed Admin	\$10,000.00	\$4,000.00	\$4,200.00	\$4,200.00	\$4,400.00	\$4,400.00	\$4,600.00
Software Development	\$127,200.00	\$21,200.00	\$11,400.00	\$ -	\$ -	\$ -	\$ -
SCADA SUPPORT	\$21,200.00	\$18,550.00	\$17,100.00	\$14,250.00	\$12,000.00	\$9,000.00	\$6,400.00
ANNUAL SUBTOTAL	\$192,320.00	\$69,190.00	\$46,380.00	\$25,290.00	\$23,600.00	\$20,600.00	\$18,680.00
SCADA Support Hours	80	70	60	50	40	30	20

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Site Visit	\$33,920	\$25,440	\$13,680	\$6,840	\$7,200	\$7,200	\$7,680
Visit Cost (each)	\$8,480	\$8,480	\$6,840	\$6,840	\$7,200	\$7,200	\$7,680
Visit Count (each)	4	3	2	1	1	1	1
Visit Duration (days)	4	4	3	3	3	3	3

COST CATEGORY	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Hourly Rate Principal	\$265.00	\$265.00	\$285.00	\$285.00	\$300.00	\$300.00	\$320.00
Hourly Rate Admin	\$100.00	\$100.00	\$105.00	\$105.00	\$110.00	\$110.00	\$115.00

Services Not-to-Exceed Amount	\$396,060.00
REIMBURSABLE TRAVEL EXPENSES Not-to-Exceed Amount	\$50,000.00
Total Not to Exceed Amount	\$446,060.00

County Travel Guidelines

Contractor's travel expenses shall be charged at actual cost, copies of all travel expenses must accompany invoices submitted to County, and shall only include the following:

1. The most economical means of transportation shall be used, commercial airlines coach fare rates;
2. Business-related tolls and parking fees;
3. Rental car, taxi service or shuttle services;
4. Mileage shall be reimbursed at the standard mileage rate for business miles driven as established from time to time by the Internal Revenue Service;
5. Hotel or motel lodging, not to exceed \$250.00 base rate per night excluding tax;
6. Meals, per Los Alamos County Travel Policy, currently \$90.00 per diem daily for multi-day travel, or up to \$40.00 daily for one day travel;
7. Internet connectivity charges;

8. Any other reasonable costs directly associated with conducting business with County.
9. If reimbursement for lodging or airfare is sought and no receipt is furnished by Contractor showing the actual cost, the travel expense shall be deemed unreasonable and un-reimbursable.

Travel Expenses not allowed are as follows:

1. Entertainment; in-room movies, games, etc. and
2. Alcoholic beverages, mini bar refreshments or tobacco products.

Exhibit B
Campaign Contribution Disclosure Form
AGR25-16b

Any prospective contractor seeking to enter into a contract with the Incorporated County of Los Alamos must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds TWO HUNDRED FIFTY DOLLARS (\$250.00) over the two (2) year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other things of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:

- (a) a prospective contractor, if the prospective contractor is a natural person; or
- (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a ☐ member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following-COUNTY COUNCILORS: Theresa Cull; Melanee Hand; Susie Havemann; Ryn Hermann; Beverly Neal-Clinton; David Reagor; and Randal Ryti.)

Contribution Made By:			
Relation to Prospective Contractor:			
Name of Applicable Public Official:			
Contribution(s) Date(s)	Contribution Amount(s):	Nature of Contribution(s):	Purpose of Contribution(s):
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

<input type="checkbox"/>	CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative, and I have disclosed those contributions.
<input type="checkbox"/>	NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (position)

Exhibit C
Confidential Information Disclosure Statement
AGR25-16b

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

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

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

	Contractor	County
Name:	James Wilkinson	James Martinez
Title:	Principal	Senior Engineer
Address:	42 Roosevelt Circle	1000 Central Avenue, Suite 130
City/State/Zip:	Palo Alto, California 94306	Los Alamos, New Mexico 87544
Email:	discreetautomata@gmail.com	james.martinez@lacnm.us

2. **Definitions:**

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

Exhibit D
Federal Forms
AGR25-16b

To be added prior to finalizing as a PDF. Includes Supplemental Conditions forms C5, C10, C11, and C13.

Exhibit D

Federal Forms

	American Iron and Steel (AIS) Final Certification	Form #C5
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Upon execution of this certification the Contractor hereby certifies that all of the iron and steel products used in this project were produced in the United States except those for which an appropriate waiver(s) has been approved by the U.S. Environmental Protection Agency, and that no changes or substitutions to the individual certifications provided by the contractor have been made.

This statement relates to a contract between _____ and _____
(owner) (contractor)

in conjunction with _____ funded with monies made available by the New Mexico
(project name)

Drinking Water State Revolving Loan Fund.

Signature

Date

Name and Title of Signer (Please type or print)

	Davis-Bacon Compliance Certification	Form #C10
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Assistance Recipients must submit this form to NMED with every payment request for a DWSRF-funded project.

Project Name: _____

Period From: _____ **To:** _____

Davis-Bacon Compliance Certification

Based on a review of payroll reports for the specified weeks, I certify to the best of my knowledge and belief that the above referenced project:

Complies with with the requirements of 29 CFR 5.5(a)(1) and that all laborers and mechanics employed by contractors and subcontractors engaged in contracts for the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the State Water Pollution Control Revolving Fund are paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Name of DWSRF Assistance Recipient

Date

Signature of Authorized Official (Assistance Recipient)

Signature of Contractor's Authorized Representative

Date

Printed Name of Contractor's Authorized Representative

"As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week."

— 3. Contract and Subcontract Provisions (3)(ii)(A) of
the EPA Grant Terms and Conditions, Wage Rate
Requirements Under FY2010 Appropriations.

	American Iron & Steel Compliance Certification	Form #C11
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Assistance Recipients must submit this form to NMED with every payment request for a DWSRF-funded project.

Project Name: _____

Pay Application #: _____

American Iron & Steel Compliance Certification

The Contractor acknowledges that it understands the goods and services paid for under this Pay Application are being funded with monies made available by the New Mexico Drinking Water State Revolving Fund and that statutory requirements require that all of the iron and steel products used in the project must be produced in the United States in accordance with “Subpart J – American Iron and Steel Requirements.” The Contractor hereby represents and warrants to and for the benefit of the Owner and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved or the product is incidental as described the De Minimis section of Subpart J, (c) the Contractor will provide verified information, product certifications, or assurance of compliance with this paragraph as requested by the Owner, and (d) information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or State to recover damages from the Contractor for any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner). If the Contractor has no direct contractual privity with NMED, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that NMED is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of NMED.

Signature of Contractor’s Authorized Representative

Date

Printed Name of Contractor’s Authorized Representative

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____;
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- ☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- ☐ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	
NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.	

	Davis-Bacon Act Final Certification	Form #C13
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The Contractor acknowledges to and for the benefit of the _____ (“Owner”) and the New Mexico Environment Department (NMED) that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as the Davis-Bacon Act that requires all contractors and subcontractors performing work on federal construction contracts or federally assisted contracts in excess of \$2,000 to pay their laborers and mechanics not less than the federal prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area as determined by the Secretary of Labor.

The Contractor hereby represents and warrants to and for the benefit of the Owner and NMED that (a) the Contractor has reviewed and understands the Davis-Bacon Act requirements, (b) as such has compensated all contractors and subcontractors performing work on this project not less than the prevailing wage and fringe benefits for corresponding classes as determined by the Secretary of Labor, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, as may be requested by the Owner or NMED. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or NMED to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Owner or NMED resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from NMED or any damages owed to NMED by the Owner). If the Contractor has no direct contractual privity with NMED, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that NMED is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of NMED.

This statement relates to the contract between _____(owner) and _____(contractor) in conjunction with _____(project name) funded with monies made available by the New Mexico Drinking Water State Revolving Fund.

_____ Signature	_____ Date
_____ Name and Title of Signer (Please type or print)	



County of Los Alamos

Staff Report

January 15, 2025

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 5.a.
Index (Council Goals):
Presenters: James Alarid, Deputy Utilities Manager - Engineering
Legislative File: 19372-25

Title

Annual Asset Management Teams (AMT) Presentation

Body

The Department of Public Utilities (DPU) held its Asset Management Governance Team Meeting on December 20, 2024. In this meeting each of the seven asset management teams (AMTs) present to the DPU management team a summary of ongoing issues, regulatory developments, market impacts, upcoming challenges, budget variances, upcoming capital budgets and upcoming operational budget highlights. This meeting kicks off the budget preparation process. This year staff will be presenting to BPU a one year budget for fiscal year 2026 in February and March. Attachment A is summary of the of the AMT's presentations. Staff will present a high level summary of the AMT presentations and how these recommendations will flow up into the budget process.

The seven asset management teams are:

- Water Production/Non-Potable Water
- Water Distribution
- Electric Production
- Electric Distribution
- Wastewater Treatment
- Wastewater Collection
- Gas Distribution

Attachments

A - 2024 Asset Management Team Presentation



DEPARTMENT OF PUBLIC UTILITIES

2025 Asset Management Team Presentation to Board of Public Utilities

January 15, 2025

WATER DISTRIBUTION ASSET MANAGEMENT TEAM



- Began PRV Maintenance /Rehabilitation – Very Effective
 - ✓ Continue in FY2026 – Specialty Contractor
- Water valve maintenance/replacements – Quemazon corroded bolts
 - ✓ Lots of overtime
- Waterline breaks & leaks – Challenging now and future
- More crews/staff needed on water – trend into FY2026
- Old galvanized water services & old meter replacement
- Allocate labor and resources to highest priority needs

WATER DISTRIBUTION FY26 CIP

Project Title		Budget
• Trinity Drive Waterline (New)	Profit Share	\$1,875,000
• Denver Steels Phase II	DWSRL	\$1,500,000
• San Ildefonso Road Waterline Project	WTB \$2,000,000 CIP \$300,000	\$2,300,000
• Fairway Roadway Project (Defer to FY 2027)		\$883,200
• GWS /ED Facility at WR WRRF		\$75,000
	Total (Without Fairway)	\$5,750,000



WASTEWATER TREATMENT ASSET MANAGEMENT TEAM

ACCOMPLISHMENTS:

- 👍 White Rock WRRF is now meeting and exceeding the NMED Permit Limits.
- 👍 The Bayo Lift Station Elimination Project provided some unanticipated benefits that eliminated surges into the WWTP. It helped the secondary clarifiers to have a more laminar flow and allowed the suspended solids to settle out more efficiently.
- 👍 Staff Certifications and CDL Licenses
- 👍 Wastewater staff has completed numerous in-house projects around the facilities



WASTEWATER TREATMENT FY26 CIP BUDGETS

FY 2026

Convert Effluent Wastewater to Gravity System	\$300,000
Blower Building Modifications Cooling	\$300,000 (RIP)
UV System Replacement	\$230,000 (RIP)
MCC Improvements	\$ TBD (RIP)
Fine Screen Replacement	\$650,000 (RIP)
Repair of Aeration Cracks	\$500,000 (RIP)



RIP – Rural Infrastructure Loan Program from NMED.

\$2 million maximum with potential \$500K grant maximum.

GAS ASSET MANAGEMENT TEAM

- Increased O&M focus – more crew hours spent on the gas system
- Increased number of anodes installed
- Successful Distribution Integrity Management Audit
- Isolated steel section of pipeline – Quartz Street
- Investigation needed to find other isolated steel sections
- Increased crew time on gas system – hard to balance other utilities' needs



LADPU.com/DPU

GAS DISTRIBUTION FY26 PROJECTS



Pipeline Repair & Replacement/Equipment	\$ 75,000
Elk Ridge Gas System Replacement	\$400,000
GWS/ED Facilities at W.R. W.W.T.P.	\$ 75,000
Trinity Drive; Knecht to Oppenheimer	\$575,000 (NEW)

ELECTRIC PRODUCTION ASSET MANAGEMENT TEAM

- Don Wichers – New Hydro Supervisor
- Upcoming Year look ahead:
 - ✓ El Vado - will USBOR raise water level that allows generation.
 - ✓ Abiquiu - tunnel rehabilitation status.
 - ✓ Abiquiu – Vent shaft rehabilitation / replacement status – waiting on USACE project plan and cost
- LAC/DOE Electric Coordination Agreement Renewal
- Foxtail Flats Online in Spring 2026
- Abiquiu & El Vado Communication Upgrades
- Condition Assessment RFP
- Ongoing Projects
 - ✓ Abiquiu Office / Slab / Fire Protection Reinforcement of wall
 - ✓ Draft Tube Repairs / Aeration System Replacement Abiquiu Unit #3
 - ✓ Procure maintenance tracking system



ELECTRIC PRODUCTION PROPOSED FY26 CIP BUDGETS

El Vado Controls Upgrade	\$550,000
El Vado Ultrasonic Flow Meter	\$150,000
Abiquiu PRV Chamber Gates	\$200,000
Abiquiu Interior Slab	\$100,000
Abiquiu 36" Penstock ARV	\$100,000
Abiquiu Wicket Gate Hydraulic Servo Replacement	\$400,000



WATER PRODUCTION ASSET MANAGEMENT TEAM

- Well/Booster Station Improvements
 - ✓ Roofing, concrete degradation, paint – some cosmetic issues, but also some structural
 - ✓ Non-functional intake valves / Mercoid switches / mini-splits (electrification)
- Transmission line leaks and breaks
- Cover Overlook effluent pond (non-potable)
- Coordinate new operators and set up an efficient workflow
- Meet Preventative Maintenance Schedules
- Inspect and replace chlorinator components that are nearing end of life
- Enhance electrical preventive maintenance program (MCC inspection, cleaning, panels, conduit, etc.)



WATER PRODUCTION ASSET MANAGEMENT TEAM

WORKLOAD SUPPORTING ONGOING PROJECTS

- Tank Piping Upgrades (Twin Tank & Pajarito Transmission Inter-Ties LANL) – **Design Phase**
 - ✓ Funding of \$900K
- Bayo NP Booster Station Refurbishment – **Design Phase**
 - ✓ Funding: CWSRL \$1M
- 14" Water Replacement Bathtub Row/Nectar/Peach (Public works Road Project) – **Construct Spring 2025**
 - ✓ Funding: \$1,040,000 CIP
- Water Production SCADA Replacement Project - **Ongoing**
 - ✓ Funding: \$2,020,000 DWSRL / \$150,000 CIP
- Jemez Fire Protection Phase - **Ongoing**
 - ✓ Budget \$18 Million
 - ✓ Phase I Awarded @ \$4,621,228
 - ✓ Phase IV Bid Awarded \$ 2,456,182
 - ✓ Phase II & Phase III – Bid 2025
- WP Wells Mechanical & Electrical Upgrades - **Ongoing**
 - ✓ Funding: DW5638 \$2,727,000 & RIP 00059 \$2,000,000
- NM-4 Waterline Replacement - **Ongoing**
 - ✓ Funding: \$400K SAP, \$5M WTB



\$31,000,000 in Construction

WATER PRODUCTION FY2026 PROJECTS

Townsite 14" Replacement – Phase I	\$2,883,500
✓ WTB \$2,500,000	
✓ CIP \$383,500	
GWS / ED Facility at WR WRRF	\$ 75,000
North Mesa Tank Altitude Valve	\$ 400,000
WP SCADA Replacement Fiber Projects (New)	\$ 530,000
Overlook Pond Cover (New)	\$ 40,000
Pajarito Road 14" Waterline Phase (New)	\$3,366,000
Monitoring Well @ Composting Site(New)	\$ 60,000
TOTAL	\$7,354,500



WASTEWATER COLLECTION ASSET MANAGEMENT TEAM

- Lift Station Rehabilitation
 - ✓ Paseo Penasco & El Gancho Completed in 2024
 - ✓ Bayo Lift Station Eliminated in 2024
 - ✓ North Road & Los Arboles - In Progress
 - ✓ Quemazon - Design Phase
 - ✓ East Gate FY 2026
- Lift Station SCADA Upgrades Underway
- Replace Sewer Flushing Trailer(\$50,000)
- New Dry Vacuum Truck (\$200,000)
- New Hydraulic Pump Unit (shared with other budgets)
- Problems with Duplexes/ Quads on Same Sewer Line (North Community, Others)



WASTEWATER COLLECTION FY2026 PROJECTS

N.C. Backyard Sewers R&R - Phase 1

GWS/ED Facilities at WR WWTP

Denver Steels Phase II

Fairway Public Works Road Project (Deferred)

East Gate Lift Station Rehabilitation (New)

45th Street Multi-Service Sewer (New)



\$285,000

\$ 75,000

\$150,000

\$595,000

\$200,000

\$100,000

ELECTRIC DISTRIBUTION ASSET MANAGEMENT TEAM



- LASS- Commissioning Complete
- LASS – Canyon crossing scheduled in third quarter.
 - ✓ LANL restrictions on canyon prevent access from March 1 to May 15 due to owl nesting.
- Staff provides design and support for Jemez Mountain Fire Protection Project
- Staff is working closely with the County to provide the utility connections for electric car chargers.
- Staff will work to maintain and improve the system model software program in support of the Electrification Study.
- Electrification Study scheduled to be complete by end of 4th quarter.
- Working with LANL on asset transfers on East and West Jemez Roads

ELECTRIC DISTRIBUTION ASSET MANAGEMENT TEAM

CHALLENGES

- Coordination with the County Broadband project will place a large demand on staff time. A pole attachment agreement and conduit lease agreement will be finalized.
- Procurement Lead Times / Inventory Control
- Monitor Townsite Feeder Capacity – Install line sensors to monitor solar saturation and reverse power flow.
- Install SCADA components to monitor grid.



ELECTRIC DISTRIBUTION FY2026 CIP BUDGETS

White Rock URD Replacement :\$1,000,000
Piedra Loop

Townsite URD Replacement :\$ 500,000
Eastgate

Overhead Replacement\$ 450,000
Townsite- North Mesa, Rendija Canyon
White Rock- Rover, Beryl

White Rock Facility at WWTP\$ 75,000

Power Pole Testing\$ 100,000





County of Los Alamos

Staff Report

January 15, 2025

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 5.b.

Index (Council Goals): Quality Excellence - Effective, Efficient, and Reliable Services; DPU FY25 - 1.0 Provide Safe and Reliable Utility Services; DPU FY25 - 2.0 Achieve and Maintain Excellence in Financial Performance

Presenters: Ben Olbrich, Deputy Utilities Manager - Power Supply

Legislative File: 19573-25

Title

Update on the New Mexico Municipal Energy Acquisition Authority (NMMEAA) Natural Gas Supply Agreement

Body

On May 7, 2019, the County Council was presented with and approved resolution No. 19-05, continuing Los Alamos County's natural gas purchases through the New Mexico Municipal Energy Acquisition Authority (NMMEAA) for a five-year term. The end of that term is approaching, and the Department of Public Utilities (DPU) is preparing for another five-year term renewal, henceforth the "2025 renewal". The process this time is similar to the 2019 renewal, as described in the BACKGROUND INFORMATION section below.

The NMMEAA Board held meetings in November and December to once again select The Majors Group to act as the Board's Financial Advisor for the renewal, and to prepare and approve a NMMEAA ordinance for the renewal, with this ordinance being attached to this agenda item. Please note that the ordinance is for NMMEAA and does not bind the County. The Board of Public Utilities and County Council must approve of the renewal terms to continue participating in the 2025 renewal. The NMMEAA gas supply participants, consisting of Los Alamos County, the City of Farmington, and Las Cruces, are currently planning on considering approval of the 2025 renewal as soon as early as February 2025, but this date may slip. The discount amount under the 2025 renewal will be known only immediately before the approval and may be different than the current discount of \$0.295/Dekatherm.

In 2009 the County's NMMEAA daily gas delivery quantities were selected to match 80% of the average historical monthly metered gas consumption. An updated calculation using metered monthly gas consumption over the past 5-years shows significant reductions in average monthly gas consumption for ten months and increases for two months. DPU plans on changing the NMMEAA delivery quantities to match the 5-year averages, as shown in attachment B - 20250115 Comparison of current and proposed natural gas delivery quantities.

To provide a description of the history of the NMMEAA actions over the past 15 years, the body of the staff report for the 2019 renewal presentation to Council is included below:

In 2009, the Department entered into a gas prepay arrangement through the New Mexico Municipal Energy Acquisition Authority (NMMEAA) for approximately 80% of our historical gas usage. This gas is purchased at the first of the month San Juan index price, the prepay arrangement generates a discount on those purchases. NMMEAA has one gas supply contract, the special 2009 prepaid gas contract with Royal Bank of Canada (RBC). RBC has entered into an interest rate swap transaction through which RBC is able to use the rate difference between taxable and nontaxable securities to generate the discount.

Under section 7.02(c)(1) of the original Prepay Agreement, RBC was allowed to terminate the agreement upon a change to regulatory or accounting regulations which materially adversely affect the economics of the transaction. By letter to NMMEAA's General Council dated October 1, 2013, NMMEAA received notice of RBC's opinion that RBC had the legal right to terminate the 2009 prepayment transaction, based upon changes to the Canadian banking regulations known as the Basel III Accord. In November 2013 RBC met with NMMEAA and proposed a restructuring that would maintain the relationship and provide for a continuing discount, although somewhat more modest than the discount previously available.

The original agreement locked the participants into a set discount formula for the term of the agreement, originally 30 years. The revised agreement adopted in 2014 was for a five-year term. This gave both RBC and the NMMEAA participants the opportunity to seek other alternatives every five to seven years should market conditions change. If the revised deal is still economically viable, renewal is possible. If conditions have changed, the deal can collapse and NMMEAA or the participants can seek other market opportunities.

After conducting appropriate due diligence, the NMMEAA Board is prepared to proceed with renewal of the revised deal. Because of fluctuating market conditions, both in markets for taxable and tax-exempt bonds, and in the gas commodity futures market, the exact discount available cannot be determined until a few days before the actual closing. Thus, the resolution presented includes language that the transaction will not close unless the NMMEAA Board receives written representation from the Board's Financial Advisor on the deal, The Majors Group, that the discount offered meets or exceeds any potential alternative discount that may be obtained from other sources. The Majors Group represented NMMEAA as Financial Advisor both in the original deal in 2009 and in the restructuring in 2014 and has thorough knowledge and understanding of the industry and Gas Prepay Agreements such as this.

There is mention in the resolution of a "2019 New Money Transaction". This is an option under investigation by RBC and the NMMEAA Board, whereby the transaction could be extended to achieve an additional discount on current and future gas purchases. This is available because interest rates in 2014 were significantly lower than in 2009 when the original bonds were issued, so more of the payments made went to principle, shortening the remaining term of the deal. Although to a lesser degree, the same has occurred with the 2014 refinancing. RBC has proposed issuing new, additional bonds, increasing the prepaid gas quantities, and extending the gas supply agreement back to the original term, which action would provide a few more

cents per therm potential discount on the entire deal. The Tax Attorneys on the Bond Issue have indicated that under certain circumstances such action would not affect the tax-exempt status of the NMMEAA Bonds upon which the economics of the deal are based. NMMEAA, RBC, the Tax Attorneys, NMMEAA's general Counsel, and The Majors Group are evaluating the proposal and would move forward only if doing so would be in the best economic interests of the participants. The language in the resolution simply provides for proceeding with the "New Money Transaction", and any requisite amendment to the Gas Supply Agreement, should such extension be determined feasible and beneficial.

Alternatives

When the 2025 renewal comes before the Board of Public Utilities and County Council, should the County elect not to adopt the resolution and participate in the refinancing and potential extension, the alternative is to make a Remarketing Election, essentially withdrawing from the deal, and simply accept market prices with no discount, or pursue other potential prepay arrangements with other counterparties.

Fiscal and Staff Impact

While it is not possible to know the exact fiscal impact now, NMMEAA is taking steps to ensure the discount offered will be the most reasonably attainable for this type of prepay transaction.

Attachments

- A - Resolution 19-05 Relating to the NMMEA Gas Supply Agreement
- B - NMEAA Bond Ordinance No. 2024-01
- C - Comparison of Current & Proposed Natural Gas Delivery Quantities

INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 19-05

A RESOLUTION RELATING TO THE NATURAL GAS SUPPLY AGREEMENT BETWEEN THE INCORPORATED COUNTY OF LOS ALAMOS AND THE NEW MEXICO MUNICIPAL ENERGY ACQUISITION AUTHORITY, AS AMENDED BY A FIRST AMENDMENT; AUTHORIZING ACTION NECESSARY OR ADVISABLE TO OBTAIN A GAS DISCOUNT PURSUANT TO THE SUPPLY AGREEMENT, AS AMENDED, INCLUDING THE EXECUTION AND DELIVERY OF CERTIFICATES AND AGREEMENTS RELATING TO THE FOREGOING; RATIFYING, APPROVING AND CONFIRMING PRIOR ACTION TAKEN RELATED TO THE FOREGOING; AND REPEALING ACTION INCONSISTENT HEREWITH

WHEREAS, the Incorporated County of Los Alamos ("County") is an incorporated county organized and existing pursuant to the laws of the State of New Mexico ("State"); and

WHEREAS, the County, through its Department of Public Utilities, owns and operates a natural gas distribution utility system ("Gas Utility") that supplies gas to customers of the Gas Utility within the boundaries of, or in proximity to, County; and

WHEREAS, the County, in November 2009 and in resolution number 08-19, entered into a natural gas supply agreement ("Gas Supply Agreement") for the County's Gas Utility with the New Mexico Municipal Energy Acquisition Authority ("Authority"), a joint powers authority organized pursuant State law for the purpose of financing and acquiring long-term natural gas supplies for its public body member and contract purchasers, including the County; and

WHEREAS, on July 8, 2014, the County Council approved by resolution, Resolution No. 14-11, the first amendment to the Gas Supply Agreement ("Amended Gas Supply Agreement"); and

WHEREAS, the natural gas deliveries made by the Authority to County pursuant to the Amended Gas Supply Agreement were financed with proceeds of the Authority's Gas Supply Revenue Bonds, Series 2014 ("2014 Bonds"); and

WHEREAS, the Authority's 2014 Bonds are subject to mandatory redemption on August 1, 2019, and must be refinanced in order to enable the Authority to continue to deliver natural gas to County at a discount pursuant to the Amended Gas Supply Agreement; and

WHEREAS, the Amended Gas Supply Agreement provides that County may elect to have all or a portion of its Daily Contract Quantities (as defined in the Amended Gas Supply Agreement) remarketed for the remaining term in the event that the Available Discount, as defined in the Amended Gas Supply Agreement, is less than the Minimum Discount of THIRTY-SEVEN CENTS (\$0.37) per MMBtu (a "Remarketing Election"); and

WHEREAS, the amount of discount that shall be available through the refunding and refinancing of the 2014 Bonds (the "2019 Refunding Transaction") is a function of the pricing and

final terms of the 2019 Refunding Bonds under the bond market conditions in effect on the day of pricing of the 2019 Refunding Bonds and shall be determined at the time that the 2019 Refunding Bonds are sold to Royal Bank of Canada ("Gas Supplier"); and

WHEREAS, the available discount will be increased by extending term of the Amended Gas Supply Agreement for up to an additional 10 years and providing for the delivery of additional volumes of natural gas through the issuance by the Authority of bonds to finance the prepayment for those additional volumes (the "2019 New Money Transaction" and, together with the 2019 Refunding Transaction, the "2019 Transaction"); and

WHEREAS, the 2019 Refunding Transaction cannot proceed if County makes a Remarketing Election; and

WHEREAS, in connection with the 2019 Refunding Transaction, it shall be necessary for authorized officer of County to execute and deliver certain closing certificates and agreements, including but not necessarily limited to, a general County certificate and a continuing disclosure certificate or agreement, and such other certificates and agreements that may be necessary or appropriate to County's participation with the Authority, including such certificates and agreements which may be reasonably requested in connection with the Bonds issued by the Authority ("Closing Documentation"); and

WHEREAS, the Authority retained the Majors Group as its Municipal Advisor in connection with the issuance of the 2014 Bonds, and has retained the Majors Group for the 2019 Refunding Transaction; and

WHEREAS, the Council desires to authorize the execution, delivery and performance by County of the Closing Documentation; and

WHEREAS, it is in the best interest of County and its residents that County not make a Remarketing Election if the conditions specified in Section 3 of this Resolution are satisfied.

NOW, THEREFORE, be it resolved by the County Council that:

Section 1. Determination of Best Interest of Los Alamos Gas Utility. The County Council finds and hereby determines that it is in the best interest of County and its Gas Utility customers for the County to continue to obtain a discount to its natural gas costs, and that terminating deliveries of natural gas from the Authority by making a Remarketing Election is not in the best interest of County if the discount is reasonable based on current market conditions.

Section 2. Delegation of Authority to Effect the 2019 Refunding Transaction. The Utilities Manager is hereby authorized and directed to take all action necessary or appropriate under the Amended Gas Supply Agreement and in connection with the Remarketing Election, to effectuate the 2019 Refunding Transaction, including, without limiting the generality of the

foregoing, the execution of the Closing Documentation, subject to the provisions of Section 3 of this Resolution.

Section 3. No Remarketing Election upon Satisfaction of Condition. The County will not make a Remarketing Election if, at the time that the final terms of the 2019 Refunding Transaction are established, the Majors Group, as Municipal Advisor to the Authority, provides a written opinion, addressed to the Authority and County (which may include the other member-local governments of the Authority), certifying that the new discount amount is comparable to the highest discount reasonably achievable under then-current market conditions and is otherwise in the best interests of the Authority and County as such interests are understood by the Majors Group.

Section 4. Ratification. All prior action of County and the respective officers, agents or employees of County taken in connection with the Closing Documentation is hereby ratified, approved and confirmed, except to the extent that such action is inconsistent with the provisions of this Resolution or the authorization contained herein to execute and deliver the Closing Documentation.

Section 5. Severability. If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 6. Repealer. All resolutions or parts, thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 7. Limited Obligations. All financial obligations incurred hereunder are limited to revenues of County's Gas Utility.

Section 8. Effective Date. This Resolution shall be effective immediately upon adoption by the County Council.

PASSED AND ADOPTED this _____ day of May, 2019.

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

**Sara C. Scott,
Council Chair**

ATTEST: (Seal)

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

ORDINANCE NO. 2024-01

AN ORDINANCE OF THE NEW MEXICO MUNICIPAL ENERGY ACQUISITION AUTHORITY AUTHORIZING THE ISSUANCE AND SALE OF ITS GAS SUPPLY REVENUE REFUNDING BONDS, SERIES 2025 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$895,000,000 (THE "SERIES 2025 BONDS") TO PAY COSTS OF REFUNDING THE AUTHORITY'S GAS SUPPLY REVENUE REFUNDING AND ACQUISITION BONDS, SERIES 2019, AND TO PAY COSTS OF ISSUANCE OF THE SERIES 2025 BONDS; PROVIDING FOR THE ISSUANCE OF THE SERIES 2025 BONDS PURSUANT TO AN AMENDED AND RESTATED TRUST INDENTURE BETWEEN THE AUTHORITY AND COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION, AS SUCCESSOR TO WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE (THE "INDENTURE"); PROVIDING FOR THE PAYMENT OF THE SERIES 2025 BONDS FROM THE REVENUES DERIVED FROM AMENDED GAS SUPPLY AGREEMENTS BETWEEN THE AUTHORITY AND THE LAS CRUCES UTILITY BOARD ON BEHALF OF THE CITY OF LAS CRUCES, THE CITY OF FARMINGTON AND THE INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO (EACH A "GAS PURCHASER"), AND SUCH OTHER REVENUES AND FUNDS AS ARE PLEDGED TO SUCH PAYMENT UNDER THE INDENTURE; AUTHORIZING THE EXECUTION AND DELIVERY OF AMENDMENTS TO THE PREPAID NATURAL GAS SUPPLY AGREEMENT AND AMENDMENTS TO THE GAS PURCHASE AND SALE AGREEMENTS BETWEEN THE AUTHORITY AND THE GAS PURCHASERS; AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED DOCUMENTATION PREVIOUSLY ENTERED INTO BY THE AUTHORITY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT FOR THE REFUNDING PROJECT; DELEGATING AUTHORITY TO CERTAIN OFFICERS OF THE AUTHORITY TO DETERMINE THE FINAL TERMS OF THE SERIES 2025 BONDS AND FEATURES OF THE TRANSACTION DOCUMENTS PURSUANT TO A PRICING CERTIFICATE AND BOND PURCHASE AGREEMENT TO BE EXECUTED AND DELIVERED BY SUCH OFFICERS; APPROVING THE PREPARATION, DISTRIBUTION AND USE OF A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT FOR THE SERIES 2025 BONDS; MAKING FINDINGS RELATED TO THE FOREGOING; PROVIDING THAT, IF ONE OR MORE OF THE GAS PURCHASERS DETERMINES NOT TO PARTICIPATE IN THE 2025 TRANSACTION, THIS ORDINANCE AND THE RELEVANT TRANSACTION DOCUMENTS WILL BE AMENDED OR MODIFIED BY A SUPPLEMENTAL RESOLUTION TO REFLECT THE PARTICIPATION OF THE PARTICIPATING GAS PURCHASERS; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS ORDINANCE AND THE ISSUANCE OF THE SERIES 2025 BONDS AND RELATED MATTERS.

Capitalized terms used herein shall have the meanings assigned to such terms in Section 1 hereof unless the context clearly requires otherwise.

WHEREAS, the New Mexico Municipal Energy Acquisition Authority (“NMMEAA” or the “Authority”) has been formed by the City of Las Cruces, New Mexico and the City of Gallup, New Mexico (together, the “Members”), each a New Mexico charter municipality with municipal home-rule powers, created and existing pursuant to the Constitution and laws of the State of New Mexico (the “State”); and

WHEREAS, as charter local government entities with home-rule powers, the Members are empowered to engage in activities and transactions not expressly prohibited by State law; and

WHEREAS, the City of Las Cruces owns and operates facilities for the distribution of natural gas to retail customers within its municipal boundaries and related service area; and

WHEREAS, the City of Gallup owns and operates facilities for the distribution of electricity to retail customers within its municipal boundaries and related service area; and

WHEREAS, as home-rule municipal local governments, the Members are empowered to exercise any powers not expressly prohibited under the Constitution or statutes of the State; and

WHEREAS, the Members are authorized by the Joint Powers Agreements Act, Sections 11-1-1 through 11-1-7 NMSA 1978 (the “Act”), to create a joint powers authority for the purpose of exercising powers common to the Members, including home-rule powers; and

WHEREAS, the Secretary of the Department of Finance and Administration has approved a joint powers agreement, effective as of June 19, 2008, as amended effective September 30, 2008 (the “Joint Powers Agreement”), as required by the Act for the formation of the Authority; and

WHEREAS, the common home-rule powers of the Members include (i) entering into agreements for the financing and acquisition of long-term energy supplies as described above for sale to the gas distribution utility systems owned by the City of Las Cruces and the Incorporated County of Los Alamos, New Mexico, to the electric utility system owned by the City of Farmington, New Mexico, and to other municipally owned gas or electric utility systems, and (ii) the issuance of revenue bonds the proceeds of which will be used to acquire a specified quantity of natural gas pursuant to a prepaid natural gas supply agreement, which powers are common powers that may be exercised through a joint powers authority as contemplated by the Act; and

WHEREAS, in 2009 the Authority entered into a Prepaid Gas Supply Agreement (the “Prepaid Gas Agreement”), under which the Authority made a one-time lump sum payment to Royal Bank of Canada (“Royal Bank”), in its capacity as gas supplier (the “Gas Supplier”), for the purchase of a specified quantity of natural gas (the “Gas Supply”) to be delivered by the Gas Supplier to the Authority, which Gas Supply the Authority has been selling to the City of Las Cruces, the City of Farmington and the Incorporated County of Los Alamos (each, a “Gas Purchaser” and together, the “Gas Purchasers”) pursuant to Gas Supply Agreements by and between the Authority and the Gas Purchasers; and

WHEREAS, the Gas Supply Agreements provide for the sale by the Authority to the Gas Purchasers of a portion of the Gas Supply each month at a price

equal to the first-of-the-month index price (the “Index Price”) for gas deliveries on the pipeline specified in the relevant Gas Supply Agreement, less a discount if and to the extent available from the revenues and other amounts available under an Indenture of Trust dated as of November 1, 2009 by and between the Authority and Wells Fargo Bank, National Association, as Trustee (the “2009 Indenture”); and

WHEREAS, for the purpose of funding the lump-sum payment to Royal Bank under the Prepaid Agreement, the Authority issued its New Mexico Municipal Energy Acquisition Authority Gas Supply Variable Rate Revenue Bonds, Series 2009 in an original aggregate principal amount of \$780,965,000 on November 19, 2009 (the “Series 2009 Bonds”); and

WHEREAS, the issuance of revenue bonds, the interest on which is excludable from gross income under the Internal Revenue Code of 1986 (the “Code”), to finance the acquisition of the Gas Supply is authorized pursuant to Treasury Regulations §1.148-1(e); and

WHEREAS, in connection with the issuance of the Series 2009 Bonds, the Authority entered into, among other agreements, two interest rate exchange agreements with Royal Bank as swap counterparty for the purpose of hedging the Authority's exposure to variable interest rate risk (the “2009 Interest Rate Swaps”); and

WHEREAS, Royal Bank provided written notice to the Authority by letter dated October 1, 2013 (the “Royal Bank Notice”) that, as a result of new minimum standards for measuring capital adequacy imposed by the Office of Superintendent of Financial Institutions Canada, Royal Bank had determined that it would be required to allocate additional capital in connection with the Interest Rate Swaps, and that the additional capital required to be allocated would materially and adversely affect the transactions contemplated by the Prepaid Gas Agreement and the terms of the Prepaid Gas Agreement permit Royal Bank, as seller, to terminate the Prepaid Gas Agreement as a result of those regulatory changes; and

WHEREAS, following the delivery of the Royal Bank Notice, Royal Bank presented to the Authority a proposal for refunding the Series 2009 Bonds with proceeds of a series of variable rate refunding bonds to be issued by the Authority under a new trust indenture (the “2014 Indenture”) with mandatory tender features and without optional tender features (the “Restructuring” as further described herein); and

WHEREAS, under the Restructuring, the 2009 Interest Rate Swaps were terminated without penalty, the Authority entered into a new interest rate swap with Royal Bank as swap counterparty, and the Prepaid Gas Agreement, the Gas Supply Agreements, the Calculation Agent Agreement and certain other agreements initially entered into in connection with the Prepaid Gas Agreement were amended to conform with provisions of the 2014 Indenture; and

WHEREAS, the Series 2014 Bonds (as defined below) were issued under the 2014 Indenture and secured by a pledge of the Trust Estate, which includes amounts received by the Authority from the Gas Purchasers pursuant to the Gas Supply Agreements, and certain other Revenues as are described in the 2014 Indenture; and

WHEREAS, the Series 2014 Bonds were issued as Sub-Series 2014A in an original aggregate principal amount of \$175,000,000 with an annual interest rate of 5.000% (the “Sub-Series 2014A Bonds”), and Variable Rate Sub-Series 2014B in an original aggregate principal amount of \$551,995,000, which variable rates are established by reference to the index as specified in the 2014 Indenture (the “Sub-Series 2014B Bonds” and together with the Sub-Series 2014B Bonds, the “Series 2014 Bonds”); and

WHEREAS, the Series 2014 Bonds were subject to mandatory tender but not optional tender in accordance with the 2014 Indenture on July 31, 2019; and

WHEREAS, in order to permit the refunding or remarketing of the bonds for subsequent periods following mandatory tender of the Series 2014 Bonds, the Authority, the Gas Supplier and the Trustee entered into a repricing agreement (the “2019 Repricing Agreement”); and

WHEREAS, in order to continue to receive deliveries of natural gas at a discount under the Gas Supply Agreements, the Authority issued its Gas Supply Revenue Refunding and Acquisition Bonds, Series 2019 (the “Series 2019 Bonds”) for the purpose of financing the acquisition of Additional Gas to be sold to the Gas Purchasers, and to refund and redeem the Series 2014 Bonds (the “2019 Transaction”) pursuant to and in compliance with the terms of a supplement to the 2014 Indenture (the “2019 Supplemental Indenture”) and the 2019 Repricing Agreement; and

WHEREAS, the Series 2019 Bonds are scheduled to be redeemed in accordance with the 2019 Supplemental Indenture on May 1, 2025; and

WHEREAS, in order to permit the refunding or remarketing of the bonds for subsequent periods following redemption of the Series 2019 Bonds, the Authority, the Gas Supplier and the Trustee intend to enter into an amended and restated repricing agreement, which amends and restates in its entirety the 2019 Repricing Agreement (the “Repricing Agreement”); and

WHEREAS, in order to continue to purchase natural gas at a discount under the Prepaid Natural Gas Purchase and Sale Agreement, as amended (the “Prepaid Gas Agreement”) between Royal Bank, as Gas Supplier, and the Authority, as Purchaser, for the purpose of selling gas to each Gas Purchaser pursuant to the Natural Gas Supply Agreements between the Authority and each Gas Purchaser, the Authority desires to issue the Series 2025 Bonds for the purpose of refunding and redeeming the Series 2019 Bonds (the “2025 Transaction”), pursuant to and in compliance with the terms of an Amended and Restated Indenture, amending and restating the terms of the 2009 Indenture, the 2014 Indenture, and the 2019 Supplemental Indenture (the “Indenture”); and

WHEREAS, the governing body of each of the Gas Purchasers has delegated or is expected to delegate authority to its respective utility director or other authorized officer to take such action as necessary or advisable to continue to effect the 2025 Transaction; and

WHEREAS, the Authority expects to receive an offer to purchase the Series 2025 Bonds from RBC Capital Markets LLC, as the underwriter (the “Underwriter”) pursuant to a bond purchase agreement (the “Bond Purchase Agreement”); and

WHEREAS, the Authority desires to authorize the distribution and use by the Underwriter of a Preliminary Official Statement and an Official Statement in connection with the offering of the Series 2025 Bonds; and

WHEREAS, in connection with the sale and issuance of the Series 2025 Bonds, the Authority will enter into an agreement for the benefit of the Underwriter (the “Continuing Disclosure Agreement”) providing for the disclosure of certain annual financial information with respect to the Series 2025 Bonds for the purpose of enabling the Underwriter to comply with Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934; and

WHEREAS, the Authority has received the commitment of Royal Bank, in its capacity as settlement facility provider (the “Settlement Facility Provider”) to provide a settlement facility for the Series 2025 Bonds (the “Settlement Facility”), which shall replace the liquidity facility provided by Royal Bank in connection with the Series 2019 Bonds; and

WHEREAS, in connection with the execution and delivery of the original Prepaid Gas Agreement, the Gas Supply Agreements and the issuance of the Series 2009 Bonds, and to manage the risk of fluctuations in the price of the Gas Supply to be delivered pursuant to the Prepaid Gas Agreement and Gas Supply Agreements, the Authority entered into a commodity swap with BP Corporation North America (“BP”), which was subsequently amended, novated and assigned by BP to JPMorgan Chase Bank by a Novation and Assignment Agreement made effective as of July 1, 2010 (as amended, novated and assigned, the “Commodity Swap”), which Commodity Swap remained effective in connection with the Series 2019 Bonds and will remain effective, as amended by an amended and restated Confirmation, in connection with the 2025 Transaction; and

WHEREAS, under the Commodity Swap, payments made by each of the Gas Purchasers to the Authority pursuant to each respective Gas Supply Agreement are supported by a Receivables Purchase Agreement dated as of October 1, 2009 by and among the Authority, the Trustee and JPMorgan Chase Bank, National Association (the “Commodity Credit Instrument”) for the benefit of the Commodity Swap Counterparty; and

WHEREAS, in connection with the issuance of the Series 2025 Bonds, the Authority, the Trustee and Royal Bank, in its capacity as funding provider (the “Funding Provider”), expect to enter into a Funding and Assignment Agreement (the “2025 Funding and Assignment Agreement”), pursuant to which the Funding Provider may advance funds to cure a deficiency in the amount on deposit in any of the funds and accounts created under the Indenture; and

WHEREAS, a portion of the proceeds of the Series 2025 Bonds will be used to deposit funds in the Debt Service Reserve Fund pursuant to the Indenture, and under the terms of the Indenture the Trustee is required to draw upon the Debt Service Reserve Fund if amounts on deposit in the Revenue Fund are insufficient to make certain required transfers of funds pursuant to the Indenture; and

WHEREAS, under circumstances set forth in the Amended Prepaid Gas Agreement, the Gas Supplier shall be obligated to make a payment to the Trustee, as assignee of the Authority under the Indenture, in an amount sufficient to restore the

required balance in the Debt Service Reserve Fund not later than the Business Day prior to the last day of the Term (as defined in the Amended Prepaid Gas Agreement) of the Amended Prepaid Gas Agreement; and

WHEREAS, pursuant to the Commodity Credit Instrument, the 2025 Funding and Assignment Agreement, the Amended Prepaid Gas Agreement and any Debt Service Credit Instrument, the Authority will subrogate its rights and assign any claims against the Gas Purchasers under the Amended Gas Supply Agreements to the Commodity Credit Provider, the Funding Provider and the Gas Supplier, in each case to the extent of their respective rights therein and subject to an intercreditor agreement (the “Intercreditor Agreement”), which provides for the allocation of amounts recovered from the Gas Purchasers and the respective rights and remedies of such parties with respect to such amounts; and

WHEREAS, forms of the Indenture, Preliminary Official Statement, the Settlement Facility, the 2025 Funding and Assignment Agreement, the Bond Purchase Agreement, the Repricing Agreement, the Calculation Agent Agreement, the Second Amended and Restated Custodial Agreement, the Amended Prepaid Gas Agreement, and amendments to each Gas Supply Agreement have been presented to the Authority in connection with this Ordinance; and

WHEREAS, the Authority desires to authorize or ratify the preparation of the Continuing Disclosure Undertaking, the Intercreditor Agreement, and such other documents and instruments as are necessary to carry out the 2025 Transaction; and

WHEREAS, pursuant to Section 6-14-10.2 NMSA 1978, the Authority intends to delegate authority to each of the Chair and Vice-Chair of Authority to approve the final terms of the Series 2025 Bonds, including the rates on the Series 2025 Bonds, and the final form of the Indenture, the Settlement Facility, the 2025 Funding and Assignment Agreement, the Preliminary Official Statement, the Continuing Disclosure Agreement, the Bond Purchase Agreement, the Amended Prepaid Gas Agreement, the amendments to the Gas Supply Agreements, and the other documents and instruments contemplated therein, which shall be as confirmed on behalf of the Authority in a Pricing Certificate executed and delivered by the Chair or Vice Chair of the Authority prior to the issuance and delivery of the Series 2025 Bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE NEW MEXICO MUNICIPAL ENERGY ACQUISITION AUTHORITY:

Section 1. Defined Terms. Capitalized terms defined in the preambles of this Ordinance shall have the meanings assigned to such terms therein, and capitalized terms in this Section shall have the meanings assigned herein. In addition, certain capitalized terms used in this Ordinance which are not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

“Act” shall have the meaning assigned to such term in the preambles this Ordinance.

“Amended Gas Supply Agreement” means as applicable, the Natural Gas Supply Agreement, as amended by the First Amendment, Second Amendment and Third

Amendment, by and between the Authority and the City of Farmington, New Mexico, the Incorporated County of Los Alamos, New Mexico, and Board of Commissioners of Las Cruces Utilities on Behalf of the City of Las Cruces.

“Amended Prepaid Gas Agreement” means the Prepaid Gas Agreement, as amended by the First Amendment, Second Amendment and Third Amendment thereto.

“Authority” or “NMMEAA” means the New Mexico Municipal Energy Acquisition Authority, a New Mexico joint powers authority formed and duly existing pursuant to the Joint Powers Agreements Act, Sections II-1-1 through II-1-7 NMSA 1978, as amended.

“Board” means the Board of Directors of the Authority, which serves as its governing body.

“Bond Purchase Agreement” means the contract providing for the sale of the Series 2025 Bonds by the Authority to the Underwriter and the purchase of the Series 2025 Bonds by the Underwriter.

“Business Day” shall have the meaning assigned in Section 1.01 of the Indenture.

“Calculation Agreement” shall have the meaning assigned to such term in the preambles of this Ordinance.

“Code” shall have the meaning assigned to such term in the preambles of this Ordinance.

“Commodity Credit Instrument” shall have the meaning assigned to such term in the preambles of this Ordinance.

“Commodity Swap” shall have the meaning assigned to such term in the preambles of this Ordinance.

“Commodity Swap Counterparty” shall have the meaning assigned to such term in the preambles of this Ordinance.

“Continuing Disclosure Agreement” shall have the meaning assigned to such term in the preambles of this Ordinance.

“Costs of Issuance” shall have the meaning assigned in Section 1.01 of the Indenture.

“Debt Service Required Reserve” means, an amount equal to the highest amount of two consecutive months of the fixed payments of the Commodity Swap Counterparty shown in the Schedule attached to the Commodity Swap to be paid in any future year, subject to recalculation as described in the Indenture.

“Debt Service Reserve Fund” means the fund with such name established pursuant to the Indenture.

“Escrow Agent” means Computershare Trust Company, National Association, or such other entity as the Authority may designate in the Escrow Agreement executed and delivered by the Authority.

“Escrow Agreement” means the agreement by and between the Authority and the Escrow Agent, providing for deposit, investment and disbursement of the proceeds of the Series 2025 Bonds allocated to the Refunding Project.

“Exchange Act” shall have the meaning assigned to such term in the preambles of this Ordinance.

“Funding Provider” shall have the meaning assigned to such term in the preambles of this Ordinance.

“Gas Purchaser” or “Gas Purchasers” shall have the meaning assigned to such term in the preambles of this Ordinance.

“Gas Supplier” shall have the meaning assigned to such term in the preambles of this Ordinance.

“Gas Supply” shall have the meaning assigned to such term in the preambles of this Ordinance.

“Gas Supply Agreements” means, collectively, the separate Gas Supply Agreements dated as of October 1, 2009, between the Authority and each of the initial Gas Purchasers.

“Indenture” means the amended and restated indenture of trust to be entered into in connection with the issuance and delivery of the Series 2025 Bonds by and between the Authority and ComputerShare Trust Company, National Association (as successor to Wells Fargo Bank, National Association,) dated as of February 1, 2025 (or as may be otherwise dated as of the time that the Series 2025 Bonds are issued or delivered).

“Joint Powers Agreement” shall have the meaning assigned to such term in the preambles of this Ordinance.

“Members” shall have the meaning assigned to such term in the preambles of this Ordinance.

“Minimum Discount” means \$0.37 discount (or such lower amount as each of the Gas Purchasers shall have authorized) specified in the Gas Supply Agreements, as amended, or otherwise as specified in the Pricing Certificate.

“Moody's” means Moody's Investors Service, Inc., its successors and their assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the Secretary.

“Net Effective Interest Rate” means that interest rate, compounded annually, necessary to discount the scheduled debt service payments of principal and interest on the Series 2025 Bonds to the date of the Series 2025 Bonds and to the price paid to Authority for the Series 2025 Bonds, excluding any interest accrued to the date of delivery of the Series 2025 Bonds and based on a year with the same number of days for which interest is computed on the Series 2025 Bonds.

“NMSA 1978” means New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

“Official Statement” means the final disclosure document to be used in connection with the sale of the Series 2025 Bonds.

“Preliminary Official Statement” means the preliminary disclosure document to be used in connection with the sale of the Series 2025 Bonds, in substantially the form presented to the Board at this meeting.

“Prepaid Gas Agreement” means the Prepaid Natural Gas Purchase and Sale Agreement, dated as of October 1, 2009, between the Authority and the Gas Supplier.

“Pricing Certificate” means one or more certificates executed by the Chair or Vice Chair of the Authority, pursuant to and as authorized by Section 6-14-10.2 NMSA 1978, dated on or before the date of delivery of the Series 2025 Bonds, setting forth the following final terms of the Series 2025 Bonds: (i) the interest and principal payment dates; (ii) the principal amounts, denominations, and maturity amortization; (iii) the sale prices; (iv) the interest rate or rates; (v) the interest payment periods; (vi) the redemption and tender provisions; (vii) the creation of any capitalized interest fund, including the size and funding of such fund(s); (viii) the amount of underwriting discount, if any; (ix) the final terms of agreements, if any, with agents or service providers required for the purchase, sale, issuance and delivery of the Series 2025 Bonds; (x) modification of the Minimum Discount, if applicable; and (xi) approving forms of such additional documents as may be necessary or advisable to complete the 2025 Transaction; all of which shall be subject to the parameters and conditions contained in this Bond Ordinance.

“Project Management Committee” means the 3 members of the NMMEAA Board or alternates, each representing one of the Gas Purchasers.

“Rating Agency” means Moody's.

“Refunding Project” means the refunding and redemption of the Series 2019 Bonds on May 1, 2025, and payment of costs of issuance of the Series 2025 Bonds allocated to the refunding and redemption of the Series 2019 Bonds.

“Repricing Agreement” means the Amended and Restated Repricing Agreement dated as of February 1, 2025 (or as may be otherwise dated as of the time that the Series 2025 Bonds are issued or delivered) entered into by and among the Authority, Royal Bank and the Trustee.

“Revenue Fund” means the fund with such name established and maintained in accordance with the Indenture.

“Revenues” has the meaning assigned in Section 1.01 of the Indenture.

“Series 2025 Bonds” shall have the meaning assigned to such term in the preambles of this Ordinance.

“Settlement Facility” means the Settlement Agreement, to be dated the date of issuance of the Series 2025 Bonds, among Royal Bank of Canada, as Settlement Facility Provider, the Authority and the Trustee, providing for the purchase by the Settlement Facility Provider of Bonds tendered for purchase in accordance with the terms of the Indenture, as amended from time to time.

“Settlement Facility Provider” shall have the meaning assigned to such term in the preambles of this Ordinance.

“State” shall have the meaning assigned to such term in the preambles of this Ordinance.

“Transaction Documents” means, collectively, the Indenture, the Third Amendment to the Prepaid Gas Agreement, the Third Amendment to each of the Gas Supply Agreements, the Preliminary Official Statement, the Official Statement, the Bond Purchase Agreement, the Continuing Disclosure Agreement, the Settlement Facility, the 2025 Funding and Assignment Agreement, the Repricing Agreement and such other related agreements, amendments, instruments and certificates as are necessary or appropriate to carry out the 2025 Transaction.

“Trustee” means Computershare Trust Company, National Association (as successor to Wells Fargo Bank, N.A.), and any successor trustee appointed pursuant to the Indenture.

“Trust Estate” has the meaning assigned in Section 1.01 of the Indenture.

“Underwriter” shall have the meaning assigned to such term in the preambles of this Ordinance.

“2025 Funding and Assignment Agreement” means the Funding and Assignment Agreement by and among Royal Bank of Canada, the Authority and the Trustee, as amended to the extent necessary to conform with the Indenture.

Section 2. Ratification. The actions heretofore taken by the Authority and by the officers, employees, agents, attorneys and advisors of the Authority directed toward the issuance and sale of the Series 2025 Bonds, including, without limitation, submittal of a request for rating of the Series 2025 Bonds by the Rating Agency, are hereby acknowledged, ratified and approved.

Section 3. Authorization of Refunding Project. The Refunding Project and the method of financing the Refunding Project is hereby authorized and approved for the purpose of (i) redeeming the Series 2019 Bonds on May 1, 2025, and (ii) enabling the Authority to continue to acquire gas pursuant to the Amended Prepaid Gas Agreement for sale and purchase to the Gas Purchasers pursuant the Amended Gas Supply Agreements,

at a discount to the price at which gas would otherwise be available to the Gas Purchasers, resulting in savings and economic benefits to each of the Gas Purchasers.

Section 4. Findings. The Board hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The refunding of the Series 2019 Bonds is necessary and an appropriate method of preserving the Minimum Discount under the Gas Supply Agreements, as amended, for the benefit of the customers of the municipal utilities owned by the Gas Purchasers.

B. Moneys available for the Refunding Project from all sources other than proceeds of the Series 2025 Bonds are not sufficient to defray the cost of refunding the Series 2019 Bonds.

C. The Pledged Revenues may lawfully be pledged to secure the payment and redemption of the Series 2025 Bonds.

D. It is economically feasible to defray, in part, the cost of the Refunding Project by the issuance of the Series 2025 Bonds.

E. The issuance of the Series 2025 Bonds pursuant to the Act, to provide funds for the financing of the Refunding Project will provide debt service restructuring for the Authority which will enable the Authority to continue to acquire natural gas at a discounted cost for delivery to the Gas Purchasers at the discounted cost, and is necessary and in the interest of the public health, safety and welfare of the residents of each of the Gas Purchasers.

Section 5. Bonds - Authorization and Detail; Parameters; Delegation of Authority.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a three-fourths majority of all of the members of the Board. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the citizens of the Authority and the Gas Purchasers, it is hereby declared necessary that the Authority, pursuant to the Act, issue its negotiable, fully registered, revenue bonds to be designated “New Mexico Municipal Energy Acquisition Authority Gas Supply Revenue Refunding Bonds, Series 2025 in an aggregate principal amount not to exceed \$895,000,000, and the issuance, sale and delivery of the Series 2025 Bonds is hereby authorized; provided, that the Minimum Discount shall be available under the Gas Supply Agreements, as amended, unless otherwise provided in the Pricing Certificate.

B. Details of Bonds; Parameters. There is hereby authorized and created a series of bonds designated as the “New Mexico Municipal Energy Acquisition Authority Gas Supply Revenue Refunding Bonds, Series 2025.”

The Series 2025 Bonds shall be issued in an aggregate principal not to exceed \$895,000,000 for the Refunding Project. The forms, terms, and provisions of the Series 2025 Bonds in the form set forth in Exhibit A to the Indenture are hereby approved with only such changes therein as are not inconsistent with this Bond Ordinance and the Pricing Certificate.

The Series 2025 Bonds shall be negotiable instruments but shall be issued only as fully registered bonds, in such numbers and denominations as may be requested by the Underwriter, but exchangeable for other fully registered Series 2025 Bonds of any denominations which are multiples of \$5,000. The Series 2025 Bonds shall be numbered separately and consecutively and shall be dated the date of their delivery to the Underwriter. The Series 2025 Bonds shall bear the rates of interest, shall pay interest semi-annually, and shall mature as provided in the Pricing Certificate and Bond Purchase Agreement, within the following parameters:

(1) The maximum par amount of the Series 2025 Bonds shall not be more than \$895,000,000 (excluding any premium paid in connection with the original purchase of the Series 2025 Bonds).

(2) The final maturity of the Series 2025 Bonds shall be no later than June 1, 2039.

(3) The net effective interest rate on the Series 2025 Bonds shall not exceed the statutory maximum of twelve percent (12%).

(4) The Series 2025 Bonds shall be payable solely from Pledged Revenues and other revenues identified in the Indenture as security for the Series 2025 Bonds.

(5) The Series 2025 Bonds shall be sold at a negotiated sale to the Underwriter pursuant to the Bond Purchase Agreement, the final terms of which shall be within the parameters established in this Section, and shall be as set forth in the Pricing Certificate and the Bond Purchase Agreement.

(6) The Purchasers' discount shall not exceed 1% of the aggregate principal amount of the Series 2025 Bonds.

(7) The Series 2025 Bonds shall be in substantially the form set forth in this Ordinance.

(8) The Authority hereby appoints ComputerShare Trust Company, National Association, as the paying agent and registrar for the Series 2025 Bonds.

C. Delegation of Authority. Each of the Board Chair and Treasurer are hereby authorized pursuant to this Ordinance to approve the final terms of the Series 2025 Bonds as permitted by Section 6-14-10.2 NMSA 1978, and to execute and deliver the Bond Purchase Agreement and Pricing Certificate.

Section 6. Approval of Indenture. The Indenture, in substantially the form presented at this meeting, is hereby in all respects authorized, approved and confirmed. The Chair or Vice Chair of the Authority are hereby authorized to execute and deliver the Indenture, which shall be attested by the Secretary, in substantially the form presented at this meeting for and on behalf of the Authority, with such alterations, changes or additions as may be authorized herein or as may be approved in the Pricing Certificate. As provided in the Indenture, proceeds of the Series 2025 Bonds shall be (i) used to refund, redeem and

pay the Series 2019 Bonds on May 1, 2025 (ii) if authorized by a separate ordinance of the Authority, to acquire additional gas volumes at a discount, (iii) pay the Costs of Issuance, and (iv) fund the Debt Service Reserve Fund as provided in the Indenture, and for the other purposes described in the Indenture.

Section 7. Approval of Other Transaction Documents.

The Third Amendment to the Prepaid Gas Agreement, the Third Amendment to each Gas Supply Agreement, the Settlement Facility, the 2025 Funding and Assignment Agreement, the Bond Purchase Agreement, the Repricing Agreement, the Calculation Agent Agreement, the Second Amended and Restated Custodial Agreement, the Escrow Agreement and the Continuing Disclosure Agreement, each in substantially the form presented at this meeting, are hereby in all respects authorized, approved and confirmed and the Chair or Vice Chair of the Authority are hereby authorized to execute and deliver those said agreements, which shall be attested by the Secretary, in substantially the forms presented at this meeting for and on behalf of the Authority, with such alterations, changes or additions as necessary or advisable to carry out the purposes of this Ordinance, or as may be approved in the Pricing Certificate, provided that such agreements shall be consistent with the provisions of this Ordinance.

Section 8. Approval of Preliminary Official Statement. The Preliminary Official Statement, in substantially the form presented at this meeting, is hereby in all respects authorized, approved and confirmed. The Chair or Vice Chair and the Secretary of the Authority are hereby authorized to execute, attest and deliver the Official Statement, after appropriate review by the members of the Board.

Section 9. Additional Action Authorized.

A. In General. The appropriate officers of the Authority, including without limitation the Chair, the Vice Chair and the Secretary are authorized to make any changes, alterations or additions in and to the Transaction Documents which may be necessary to correct errors or omissions therein, to remove ambiguities therefrom, to conform the same to the provisions of one another or to the provisions of the Pricing Certificate, or any other resolution adopted by the Authority, or to the provisions of the laws of the State or the United States. In addition, the above officers are authorized to execute all such agreements, documents and certificates (including but not limited to the Pricing Certificate, a certificate dealing with certain tax matters, investment agreements for proceeds of the Series 2025 Bonds, and a certificate establishing and directing the payment of Costs of Issuance), and to take all action necessary or reasonably required to carry out, give effect to and consummate the transactions as contemplated by this Ordinance and the Transaction Documents, in conformity with the Act, the Joint Powers Agreement and the Code with respect to the issuance, sale and delivery of the Series 2025 Bonds.

B. Execution and Attestation of the Bonds. The Series 2025 Bonds may be executed by the Chair, Vice Chair or Treasurer, and may be attested by any other Member of the Board, as provided in Section 13.1 of the Amended and Restated Bylaws of the Authority.

Section 10. Supplementation of Ordinance. In the event that any Gas Purchaser determines not to participate in the 2025 Transaction, this Ordinance and the

Transaction Documents shall be supplemented or amended by resolution of the Authority so as to reflect the withdrawal of participation by the Gas Purchaser(s)

Section 11. Severability. If any provision of this Ordinance should be held invalid, the invalidity of such provision shall not affect the validity of any of the other provisions of this Ordinance.

Section 12. Disinterest of Authority Board Members and Employees. No Board Member or employee of any Gas Purchaser has any interest, direct or indirect, in the transactions contemplated by the Authority in this Ordinance or the Transaction Documents.

Section 13. Repealer. All ordinances or resolutions of the Authority or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency.

Section 14. Effective Date. This Ordinance shall become effective five (5) days following publication of a notice of adoption of the Ordinance.

Section 15. Notice of Adoption of Ordinance. A notice of the adoption of this Ordinance shall be published one time in the Albuquerque Journal, the Tri-City Record, the Las Cruces Sun-News and the Los Alamos Daily Post. The notice shall be substantially as follows:

(Form of Summary of Ordinance for
Publication)

Notice is hereby given of the title and of a general summary of the subject matter contained in an Ordinance, duly adopted and approved by the New Mexico Municipal Energy Acquisition Authority ("NMMEA") on December 30, 2024. Complete copies of the Ordinance are available for public inspection during the normal and regular business hours of Modrall, Sperling, Roehl, Harris & Sisk, P.A., bond counsel to the Authority, at 500 Fourth Street N.W., Suite 1000, Albuquerque, New Mexico, and from the Secretary of the Authority.

The Title of the Ordinance is:

ORDINANCE NO. 2024-01

AN ORDINANCE OF THE NEW MEXICO MUNICIPAL ENERGY ACQUISITION AUTHORITY AUTHORIZING THE ISSUANCE AND SALE OF ITS GAS SUPPLY REVENUE REFUNDING BONDS, SERIES 2025 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$895,000,000 (THE "SERIES 2025 BONDS") TO PAY COSTS OF REFUNDING THE AUTHORITY'S GAS SUPPLY REVENUE REFUNDING AND ACQUISITION BONDS, SERIES 2019, AND TO PAY COSTS OF ISSUANCE OF THE SERIES 2025 BONDS; PROVIDING FOR THE ISSUANCE OF THE SERIES 2025 BONDS PURSUANT TO AN AMENDED AND RESTATED TRUST INDENTURE BETWEEN THE AUTHORITY AND COMPUTERSHARE TRUST COMPANY, NATIONAL

ASSOCIATION, AS SUCCESSOR TO WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE (THE "INDENTURE"); PROVIDING FOR THE PAYMENT OF THE SERIES 2025 BONDS FROM THE REVENUES DERIVED FROM AMENDED GAS SUPPLY AGREEMENTS BETWEEN THE AUTHORITY AND THE LAS CRUCES UTILITY BOARD ON BEHALF OF THE CITY OF LAS CRUCES, THE CITY OF FARMINGTON AND THE INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO (EACH A "GAS PURCHASER"), AND SUCH OTHER REVENUES AND FUNDS AS ARE PLEDGED TO SUCH PAYMENT UNDER THE INDENTURE; AUTHORIZING THE EXECUTION AND DELIVERY OF AMENDMENTS TO THE PREPAID NATURAL GAS SUPPLY AGREEMENT AND AMENDMENTS TO THE GAS PURCHASE AND SALE AGREEMENTS BETWEEN THE AUTHORITY AND THE GAS PURCHASERS; AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED DOCUMENTATION PREVIOUSLY ENTERED INTO BY THE AUTHORITY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT FOR THE REFUNDING PROJECT; DELEGATING AUTHORITY TO CERTAIN OFFICERS OF THE AUTHORITY TO DETERMINE THE FINAL TERMS OF THE SERIES 2025 BONDS AND FEATURES OF THE TRANSACTION DOCUMENTS PURSUANT TO A PRICING CERTIFICATE AND BOND PURCHASE AGREEMENT TO BE EXECUTED AND DELIVERED BY SUCH OFFICERS; APPROVING THE PREPARATION, DISTRIBUTION AND USE OF A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT FOR THE SERIES 2025 BONDS; MAKING FINDINGS RELATED TO THE FOREGOING; PROVIDING THAT, IF ONE OR MORE OF THE GAS PURCHASERS DETERMINES NOT TO PARTICIPATE IN THE 2025 TRANSACTION, THIS ORDINANCE AND THE RELEVANT TRANSACTION DOCUMENTS WILL BE AMENDED OR MODIFIED BY A SUPPLEMENTAL RESOLUTION TO REFLECT THE PARTICIPATION OF THE PARTICIPATING GAS PURCHASERS; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS ORDINANCE AND THE ISSUANCE OF THE SERIES 2025 BONDS AND RELATED MATTERS.

A general summary of the subject matter of the Ordinance is contained in its title. This Notice constitutes compliance with Section 6-14-6 NMSA 1978.

(End of Form of Summary of Ordinance for Publication)

ADOPTED:

Aye	Adrienne Widmer Brandon Hill Ben Olbrich Laura Holguin Jennifer Breakell Charles Nourse
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Abstain	None
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Nay	None
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Absent	Patricia Holland
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PASSED, ADOPTED AND APPROVED THIS 30th DAY OF DECEMBER,
2024.

NEW MEXICO MUNICIPAL
ENERGY ACQUISITION AUTHORITY

Patricia Holland, Chair

ATTEST:

Ben Olbrich, Secretary

Month	Current Daily Delivery Quantities based on 80% of pre-2009 averages (MMBTU)	2025 Proposed Daily Delivery Quantities based on 80% of 2019-2024 averages (MMBTU)	Current Monthly Delivery Quantities (MMBTU)	2025 Proposed Monthly Delivery Quantities (MMBTU)	Difference (MMBTU)	Proposed Change
Jan	4,193	4,000	129,983	124,015	(5,968)	-5%
Feb	4,000	3,355	112,000	93,952	(18,048)	-16%
Mar	3,032	2,705	93,992	83,843	(10,149)	-11%
Apr	1,733	1,549	51,990	46,469	(5,521)	-11%
May	968	778	30,008	24,130	(5,878)	-20%
Jun	500	543	15,000	16,298	1,298	9%
Jul	484	516	15,004	16,003	999	7%
Aug	580	530	17,980	16,429	(1,551)	-9%
Sep	700	591	21,000	17,731	(3,269)	-16%
Oct	1,916	1,258	59,396	38,999	(20,397)	-34%
Nov	3,000	2,240	90,000	67,203	(22,797)	-25%
Dec	4,451	3,604	137,981	111,715	(26,266)	-19%
TOTAL	25,557	21,670	774,334	656,785	(117,549)	-15%



County of Los Alamos

Staff Report

January 15, 2025

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 6.a.
Index (Council Goals):
Presenters: Board of Public Utilities
Legislative File: RE0627-25a

Title

Affirmation of the Incorporated County of Los Alamos Open Meetings Resolution No. 25-01

Recommended Action

I move that the Board affirm Incorporated County of Los Alamos Resolution No. 25-01; A Resolution Establishing Minimum Standards of Reasonable Notice to the Public for all Meetings of the Council, County Boards, Commissions and Other Public Bodies Created by the State and Those Appointed by the Council (Collectively "Appointed County Committees.")

Utilities Manager's Recommendation

The Utilities Manager recommends that the Board affirm the resolution as presented.

Body

By statute, the Council must determine, at least annually, in a public meeting what notice for a public meeting is reasonable when applied to that body (Section 10-15-1D, NMSA 1978). This Resolution satisfies those requirements. This resolution defines and differentiates between "Appointed County Committees" and "County Working Groups" and how the Open Meetings Act applies to their meetings.

At the first County Council meeting of a new calendar year, Council passes an Open Meetings resolution that establishes minimum standards of reasonable notice to the public for all meetings of County boards, commissions, and policy making bodies. After the resolution is passed, the Board of Public Utilities reviews the resolution at the next regularly scheduled meeting and affirms the standards.

Board of Public Utilities Procedures Manual

Section 2.12.c Open Meetings Policy

"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 and of all County boards, commissions, and policy-making bodies. 1) The resolution sets the requirements for public notice and agenda publication for regular meetings, special meetings, emergency meetings, and closed sessions. 2) Refer to Appendix G, for the current County Open Meetings Resolution."

County Council adopted Resolution No. 25-01 at their regular session on January 7, 2025.

Alternatives

Adoption of a resolution regarding open meeting provisions is required by state statute, however, the Board could choose to alter the time/place of meetings, the specific dates indicated on the calendar, extend the time required for providing notice prior to a meeting, or make other similar modifications as long as they do not violate the statutory requirements for open meetings.

Fiscal and Staff Impact/Planned Item

The posting of notices for public meetings is a routine duty of department staff.

Attachments

A - Incorporated County of Los Alamos Resolution 25-01

B - Publication Notice for Resolution 25-01



INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 25-01

A RESOLUTION ESTABLISHING MINIMUM STANDARDS OF REASONABLE NOTICE TO THE PUBLIC FOR ALL MEETINGS OF THE COUNCIL, COUNTY BOARDS, COMMISSIONS, AND OTHER PUBLIC BODIES CREATED BY THE STATE AND THOSE APPOINTED BY THE COUNCIL (COLLECTIVELY “APPOINTED COUNTY COMMITTEES”)

WHEREAS, the democratic ideal is best served by a well-informed public, and sunshine laws generally require that public business be conducted in full public view, that the actions of public bodies be taken openly, and that the deliberations of public bodies be open to the public; and

WHEREAS, the Open Meetings Act states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission, administrative adjudicatory body or other policymaking body held for the purpose of formulating public policy, discussing public business, or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times [Section 10-15-1(B) NMSA 1978]; and

WHEREAS, when it is difficult or impossible for a member to attend a meeting in person, the member may participate by means of a conference telephone, video communications, or similar communications equipment [Section 10-15-1(C) NMSA 1978]; and

WHEREAS, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs shall be held only after reasonable notice to the public [Section 10-15-1(D) NMSA 1978]; and

WHEREAS, the Open Meetings Act requires the Council of the Incorporated County of Los Alamos (“Council”) to determine annually what constitutes reasonable notice of its public meetings and those of all County boards, commissions and policymaking bodies [Section 10-15-1(D) NMSA 1978]; and

WHEREAS, the Council wishes to establish the minimum standards of reasonable notice to the public for all public meetings of the Council and all Appointed County Committees, as defined herein, for the remainder of the year 2025, and until a new resolution concerning public meetings is adopted.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Incorporated County of Los Alamos as follows:

I. General Provisions

A. All meetings of a quorum of the Council of the Incorporated County of Los Alamos shall be open to the public except where specifically provided for in the State of New Mexico’s Open Meetings Act, NMSA 1978 §10-15-1, and as provided herein.

B. All meetings of a quorum of an Appointed County Committee shall be open to the public except where specifically provided for in the State of New Mexico’s Open Meetings Act, NMSA 1978 §10-15-1, and as provided herein. Appointed County Committees are defined as the

Boards, Commissions, Committees, Task Forces, etc., that are created by State Statute, County ordinance, or through formal Council action, and include but are not limited to the following:

- Art in Public Places Board
- Board of Adjustment (formerly Variance Board)
- Board of Appeals
- Board of Public Utilities
- DWI Planning Council
- Environmental Sustainability Board
- Historic Preservation Advisory Board
- Library Board
- Lodgers' Tax Advisory Board
- Los Alamos County Health Council
- Parks and Recreation Board
- Personnel Board
- Planning and Zoning Commission
- Transportation Board
- Valuation Protests Board

II. Regular Meetings.

A. Council Meetings.

All meetings of the Council shall be held on the dates specified in the schedule attached to this Resolution as Schedule "A" unless notice is otherwise provided at least seventy-two (72) hours in advance of the meeting date. An agenda for all regular meetings of the Council shall be available at least seventy-two (72) hours prior to the meeting from personnel in the Office of the County Manager. All agendas shall be posted on the County's website, provided the website is operational during the period of seventy-two (72) hours prior to the meeting.

B. Appointed County Committee Meetings.

Notice of regular meetings of all Appointed County Committees shall be given no less than ten (10) days in advance of the meeting date. The notice may include an agenda for the meeting or indicate how a copy of the agenda may be obtained. An agenda shall be available at least seventy-two (72) hours prior to the meeting. All meetings of each Appointed County Committee shall be held at the time and at the place indicated in the meeting notice. Each Appointed County Committee may adopt a schedule of its regular meetings for the present calendar year or the balance thereof. Such a schedule shall contain the date, time, and place of each regular meeting. For purposes of Paragraph V of this Resolution, notice of all regular meetings contained in such schedule is met if a copy of the schedule is posted and provided to the media as provided for in Paragraph V of this Resolution; provided, however, that Appointed County Committee must still post and provide to the media a copy of the agenda prior to each regularly scheduled meeting as required under this Resolution. All agendas shall be posted on the County's website, provided the website is operational during the period of seventy-two (72) hours prior to the meeting.

III. Special meetings.

Special Meetings may be called by the Chair or a majority of the members of the Council or respective Appointed County Committee upon at least seventy-two (72) hours' notice. The

notice shall include an agenda for the meeting or information to indicate how a copy of the agenda may be obtained. An agenda for the meeting shall be available to the public and posted on the County's website at least seventy-two (72) hours before any special meeting, provided the website is operational during the period of seventy-two (72) hours prior to the meeting.

IV. Emergency meetings.

Emergency Meetings may only be called under unforeseen circumstances which demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The Council and all Appointed Council Committees shall avoid emergency meetings whenever possible. Emergency meetings may be called by the Chair or a majority of the members of the Council or the respective Appointed Council Committee upon twenty-four (24) hours' notice, unless threat of personal injury or property damage requires less notice. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda, which shall be posted on the County's website as soon as is practicable after the agenda is created, provided the website is operational during the period prior to the meeting.

V. Notice Requirements.

A. For the purposes of regular meetings described in Paragraph II of this Resolution, notice requirements are met if notice of the date, time, and place is posted in a conspicuous place in the vicinity of the front door of the Municipal Building located at 1000 Central Avenue, Los Alamos, New Mexico and visible from the exterior of the building, as well as being posted on the County's website, provided the website is operational. Copies of the notice shall be provided to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation which have made a written request for notice of public meetings for the coming calendar year. Only one such written request shall be required for each calendar year.

B. For the purposes of special meetings described in Paragraph III of this Resolution, notice requirements are met if notice of the date, time, place and agenda is posted in a conspicuous place in the vicinity of the front door of the Municipal Building at 1000 Central Avenue, Los Alamos, New Mexico and visible from the exterior, as well as being posted on the County's website, provided the website is operational. Copies of the notice shall be provided to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation which have made a written request for notice of public meetings for the coming calendar year. Only one such written request shall be required for each calendar year.

C. For the purposes of emergency meetings described in Paragraph IV of this Resolution, notice requirements are met if notice of the date, time, place and agenda is posted in a conspicuous place in the vicinity of the front door of the Municipal Building at 1000 Central Avenue, Los Alamos, New Mexico and visible from the exterior and posted on the County's website as soon as is practicable, provided the website is operational. Copies of the notice shall be provided to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation which have made a written request for notice of public meetings for the coming calendar year. Only one such written request shall be required for each calendar year.

D. In addition to the information specified above, all notices shall include the following language:

"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 of the meeting, please contact the County Human Resources Department at (505)662-8040 at least one (1) 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 Office of the County Manager at (505)663-1750, if a summary or other type of accessible format is needed."

VI. Closure of Public Meetings.

The Council and all Appointed Council Committees may close a meeting to the public only if authorized by the Open Meetings Act [Section 10-15-1H NMSA 1978]:

A. If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the Council or respective Appointed Council Committee, as applicable, taken during the open meeting. The authority for the closure and the subjects to be discussed shall be stated with reasonable specificity in the motion for closure and the vote on closure of each individual member shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting.

B. If the decision to hold a closed meeting is made when the Council or an Appointed Council Committee is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity is given to the members and to the general public.

C. Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.

D. Except as provided in the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall be made by a vote of the Council or respective Appointed Council Committee, in an open public meeting [Section 10-15-1(H) NMSA 1978].

VII. Remote Attendance.

Any member may participate by means of a conference telephone, video communication, or similar communications equipment when it is difficult or impossible for a member to attend a meeting in person, provided that each member participating by other means can be identified when speaking, all participants are able to hear each other at the same time and members of the public meeting attending the meeting are able to hear any member of the public body who speaks during the meeting.

VIII. Public Health Emergency.

In the event this Resolution is in effect during a public health emergency, the conduct of public meetings shall comport with any and all public health orders issued by the New Mexico Department of Health and comply with all guidance documents including advisory opinions issued by the Open Government Division of the Office of the Attorney General for the State of New Mexico. To the degree that this Resolution conflicts with these public health orders or the advisory opinions of the Attorney General, the provisions of the public health orders and the advisory opinions of the Attorney General shall control.

PASSED AND ADOPTED this 7th day of January 2025.

**COUNCIL OF THE INCORPORATED
COUNTY OF LOS ALAMOS**



**Theresa Cull,
Council Chair**

ATTEST:



**Michael D. Redondo,
Los Alamos County Clerk**





2025 Los Alamos County Council Calendar

Regular meetings will be held in Council Chambers in the Municipal Building at 1000 Central Avenue or at Fire Station 3, 129 State Road 4 in White Rock. Tuesday meetings start at 6:00 PM. Work Sessions maybe held at Fire Station No. 3, 129 State Road 4 in White Rock. Special meetings are scheduled as needed.

LOS ALAMOS

NMC Legislative Conf.
Jan. 20-23
Santa Fe

Martin Luther King Jr. Day

2025 State Legislative
Session
1/21 - Opening Day
3/22 - Session Ends

NMML Municipal Day
2/28 — Santa Fe

Presidents' Day

Washington, DC CONFERENCES

NACO legislative
Conference
March 1 — 4
Washington D.C.

NLC Congressional
City Conference
March 10 — 13
Washington, D.C.

LAPS Spring Break
March 17—21

NACO Western
Region Conf. (WIR)
May 21—23
Pennington Co., SD

Memorial Day

NMC Annual
Conference
June 16—19
Curry County

Juneteenth

January

S	M	T	W	T	F	S
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
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LA

WR

LA

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LA

WR

LA

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LA

WR

LA

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LA

LA

LA

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LA

WR

LA

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LA

WR

LA

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4th of July

LA

WR

LA

August

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31						

LA

WR

LA

September

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28	29	30				

Labor Day

LA

WR

LA

October

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

LA

Indigenous People Day

WR

LA

November

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

LA /Veteran's Day

LA

Thanksgiving and day after

December

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

LA

LA

Christmas Day Holiday

January 2026

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NACO Annual Conf.
July 11—14
Philadelphia, PA

NMML—Annual Conf.
Sept. 9—12
Ruidoso, NM

ECA Cleanup Workshop.
Sept. 23—25
Washington, DC

- Council Regular Meeting
- Council Work Session
- Holidays
- ◇ Budget Hearings
- ◇ Strategic Planning

ICMA Annual Conf.
Oct. 25—29
Tampa, FL

LAPS Fall Break
Oct. 8—13

NLC City Summit
Nov. 13—16
Salt Lake City, UT

NOTICE OF RESOLUTION NO. 25-01

STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS

Notice is hereby given that the Council of the Incorporated County of Los Alamos, State of New Mexico, has directed publication of Los Alamos County Resolution No. 25-01. This will be considered by the County Council at an open meeting on Tuesday, January 7, 2025, at 6:00 p.m., at the County Municipal Building, located at 1000 Central Avenue, Los Alamos, New Mexico 87544. The full copy is available for inspection or purchase, during regular business hours, in the County Clerk's Office: 1000 Central Avenue, Suite 240.

INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 25-01

A RESOLUTION ESTABLISHING MINIMUM STANDARDS OF REASONABLE NOTICE TO THE PUBLIC FOR ALL MEETINGS OF THE COUNCIL, COUNTY BOARDS, COMMISSIONS, AND OTHER PUBLIC BODIES CREATED BY THE STATE AND THOSE APPOINTED BY THE COUNCIL (COLLECTIVELY "APPOINTED COUNTY COMMITTEES")

Council of the Incorporated County of Los Alamos

By: /s/ Denise Derkacs, Council Chair

Attest: /s/Naomi D. Maestas, County Clerk

Publication Date: Thursday, December 26, 2024



County of Los Alamos

Staff Report

January 15, 2025

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 7.a.

Index (Council Goals): Quality Excellence - Infrastructure Asset Management; Quality Excellence - Effective, Efficient, and Reliable Services; DPU FY25 - 1.0 Provide Safe and Reliable Utility Services

Presenters: James Alarid, Deputy Utilities Manager - Engineering

Legislative File: 19130-25a

Title

Award of Bid No. IFB 25-21 for the Purpose of Los Alamos WWTP Belt Press Replacement Project with Meridian Contracting, Inc.

Recommended Action

I move that the Board of Public Utilities approve the Award of IFB 25-21 for the Purpose of Los Alamos WWTP Belt Press Replacement Project with Meridian Contracting, Inc., in the Amount of \$2,425,969.00 and a contingency in the amount of \$242,597.00, for a total of \$2,668,566.00, plus Applicable Gross Receipts Tax.

I further move that the Board of Public Utilities approve Budget Revision 2025-30 in the amount of \$595,033.00 and include Budget Revision 2025-30 in the minutes, and forward to Council for approval.

Utilities Manager's Recommendation

The Utilities Manager recommends that the Board approve as presented.

Body

The existing belt press at the Los Alamos Wastewater Treatment Plant is approaching the end of its service life. The existing belt press is a complex mechanical press that was installed in 2004 when the plant was constructed. These sludge handling components are exposed to a harsh corrosive environment and are experiencing an increasing amount of failures due to the deteriorating condition. The existing belt press, polymer feed system and sludge pumps will be replaced with the project. These improvements will reliably dewater the sludge produced by the plant for the next 20 years. Three bids were received for the project and ranged from \$2,425,969 to \$3,544,535.

Alternatives

If the project is not awarded, staff will continue to budget and pursue the new sludge de-watering equipment due to the deteriorating condition of the existing equipment and high consequences if the equipment fails.

Fiscal and Staff Impact/Planned Item

The project will be funded by Wastewater capital funds. \$2,262,000.00 is available in approved FY 2025 capital finds as follows:

Aeration Basin Cracks	\$ 180,000	
Pueblo Sewer Drop	\$ 850,000	carried over from FY2024)
Belt Press	\$ 447,000	carried over from FY2024)
Savings White Rock Force Main	\$ 50,000	
North Community Sewer Replacement	\$ 285,000	
Fine Screen	\$ 450,000	
Total	\$2,262,000	

These projects will be deferred until a loan grant can be secured this fiscal year or budgeted in future fiscal years. Budget Revision 2025-30 will be approved with this award to fund the \$595,033 shortfall.

Attachments

A - Construction Plans

B - Budget Revision 2025-30

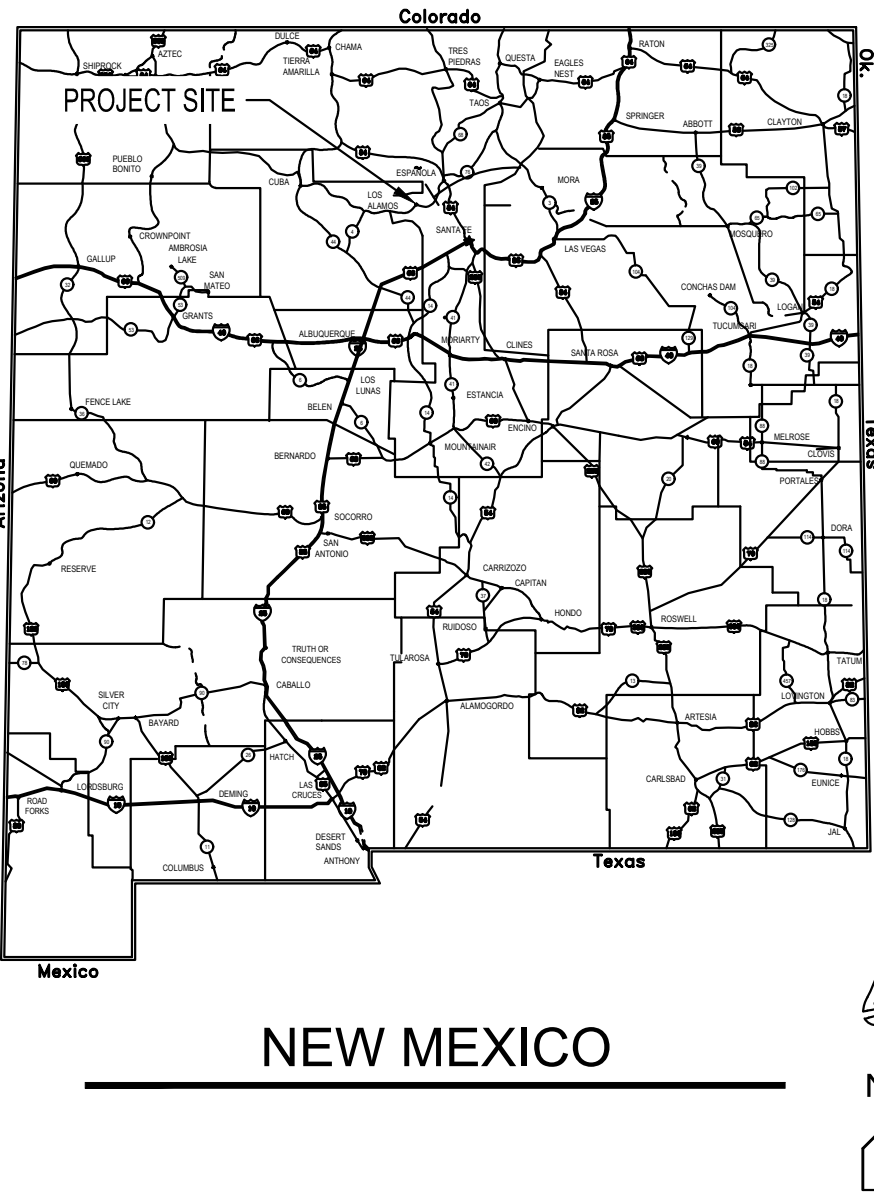
C - Belt Press Photos

CONSTRUCTION PLANS
FOR
LOS ALAMOS COUNTY WWTP
BELT PRESS REPLACEMENT
LOS ALAMOS, NEW MEXICO
SEPTEMBER 2024
ISSUE FOR BID SET

1. DESIGN PROFESSIONALS
A.) PRIME DESIGN PROFESSIONAL : TODD BURT, BOHANNAN HUSTON INC.
B.) STRUCTURAL ENGINEER: JUSTIN LOGAN, AQUA ENGINEERING
C.) ELECTRICAL ENGINEER: MARK JEPPSON, SKM ENGINEERING
D.) MECHANICAL ENGINEER: JUSTIN LOGAN, AQUA ENGINEERING
E.) PROCESS ENGINEER: JUSTIN LOGAN, AQUA ENGINEERING
2. SITE ADDRESS:
3500 PUEBLO CANYON RD.
LOS ALAMOS, NM 87544



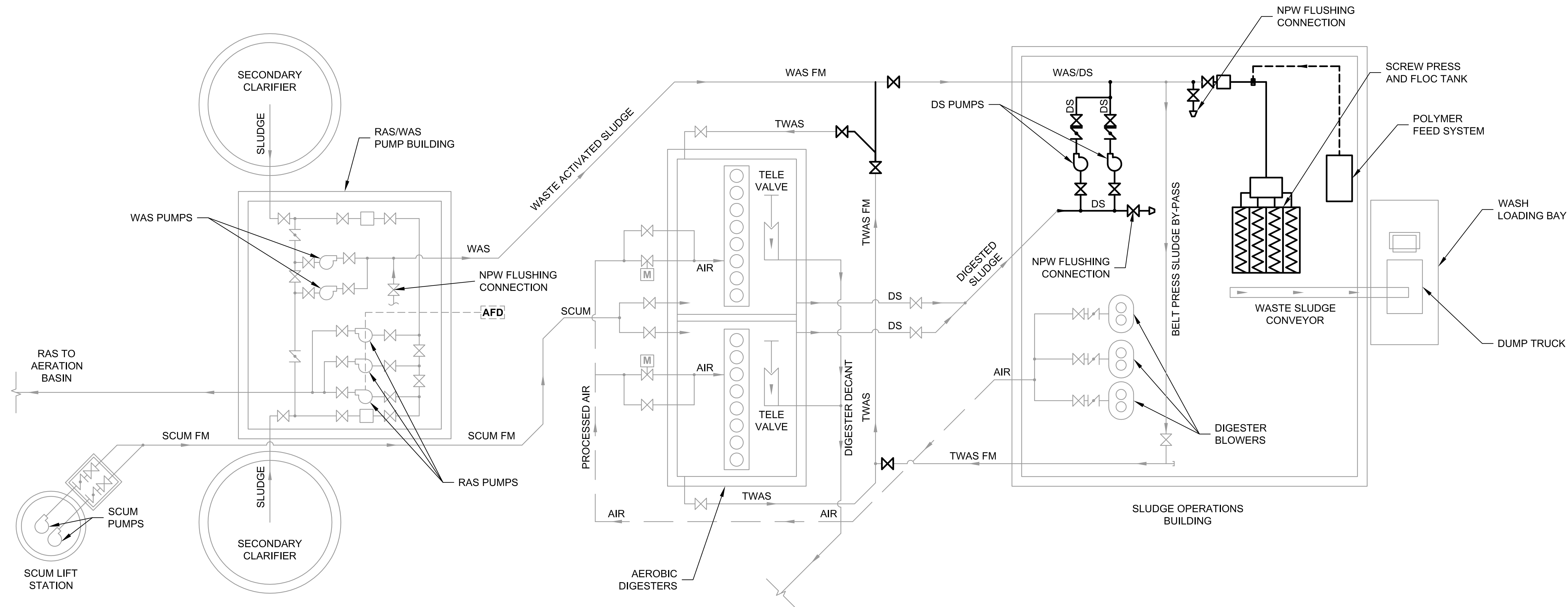
VICINITY
MAP





ENGINEERS STAMP & SIGNATURE






<div><div>BohannanHuston</div><div>www.bhinc.com800.877.5332</div></div>	<div><div><div>AQUA</div><div>ENGINEERING</div></div><div>533 W 2600 S, SUITE 275, BOUNTIFUL, UT 84010 PHONE (801) 299-1327 FAX (801) 299-0153</div></div>
<div>LOS ALAMOS COUNTY PUBLIC WORKS DEPARTMENT OF PUBLIC UTILITIES FUNDING NO. #</div>	<div>LOS ALAMOS COUNTY WWTP BELT PRESS REPLACEMENT GENERAL</div>
<div>TITLE PAGE, PROJECT LOCATION, AND VICINITY MAPS</div>	<div>BHI PROJECT NO. 20240342</div>
<div>DATE</div>	<div>DWG NO. 00G001</div>
<div>DEPARTMENT OF PUBLIC UTILITIES</div>	<div>SHEET OF</div>



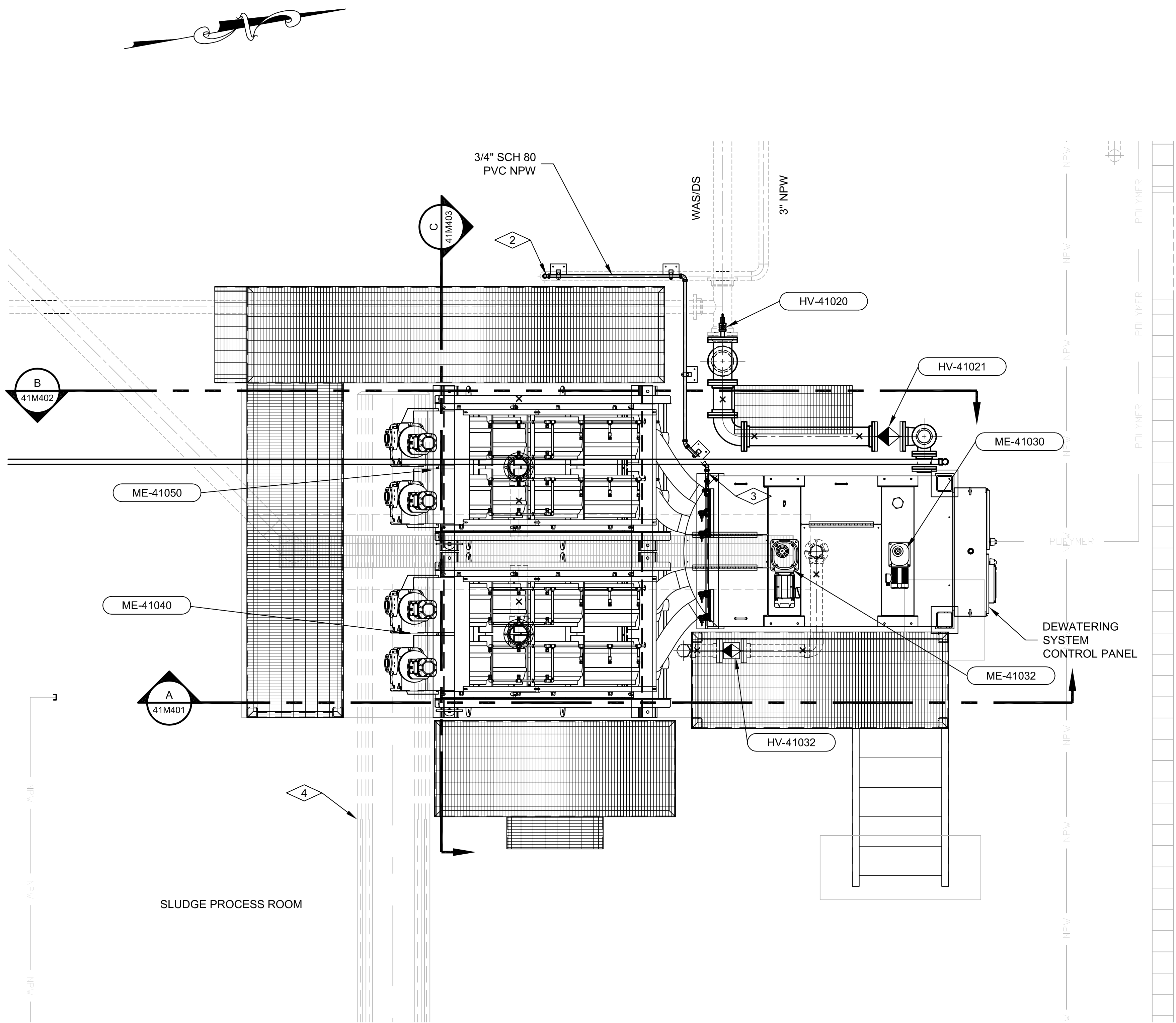
SOLIDS STREAM PROCESS FLOW DIAGRAM
NTS

 533 W 2600 S, SUITE 275, BOUNTIFUL, UT 84010 PHONE (801) 295-1327 FAX (801) 299-0153		 www.bhinc.com 800.877.5332		LOS ALAMOS COUNTY WWTTP BELT PRESS REPLACEMENT GENERAL SOLIDS STREAM PROCESS FLOW DIAGRAM	
BHI PROJECT NO.	20240342	DWG NO.	00G006	SHEET	6 OF 56

BENCH MARKS		ENGINEER'S SEAL		AS-BUILT INFORMATION		REVISIONS		DESIGN	
				CONTRACTOR	DATE	BY	DATE	DESIGNED BY	BP
				WORK STAGED BY	DATE			CHECKED BY	JRL
				INSPECTORS ACCEPTANCE BY	DATE			DRAWN BY	AQUA
				FIELD VERIFICATION BY	DATE				
				DRAWINGS CORRECTED BY	DATE				

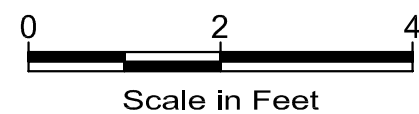
 AQUA 533 W 2600 S, SUITE 275, BOUNTIFUL, UT 84010 PHONE (801) 299-1327 FAX (801) 299-0153	
Bohannon  Huston www.bhinc.com 800.877.5332	
LOS ALAMOS COUNTY WW BELT PRESS REPLACEMENT MECHANICAL PLAN	
BHI PROJECT NO. 20240342	DWG NO. 41M20

<div> <div>WTP ENT</div> <div> <div>1</div> <div>SHEET</div> <div>23</div> <div>OF</div> <div>56</div> </div> </div>	DESIGN			REVISONS		AS-BUILT INFORMATION		<div> <div>ENGINEER'S SEAL</div> <div> </div> <div> <p>Know what's below. Call before you dig.</p> </div> </div>	BENCH MARKS	
	DESIGNED BY BP		NO.	DATE	BY	CONTRACTOR	DATE			
	CHECKED BY JRL					WORK STARTED BY	DATE			
	DRAWN BY AQUA					INSPECTOR'S ACCEPTANCE BY	DATE			
						FIELD VERIFICATION BY	DATE			
						DRAWINGS CORRECTED BY	DATE			





PLAN

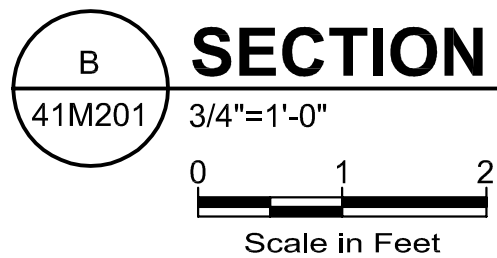
1/2"=1'-0"



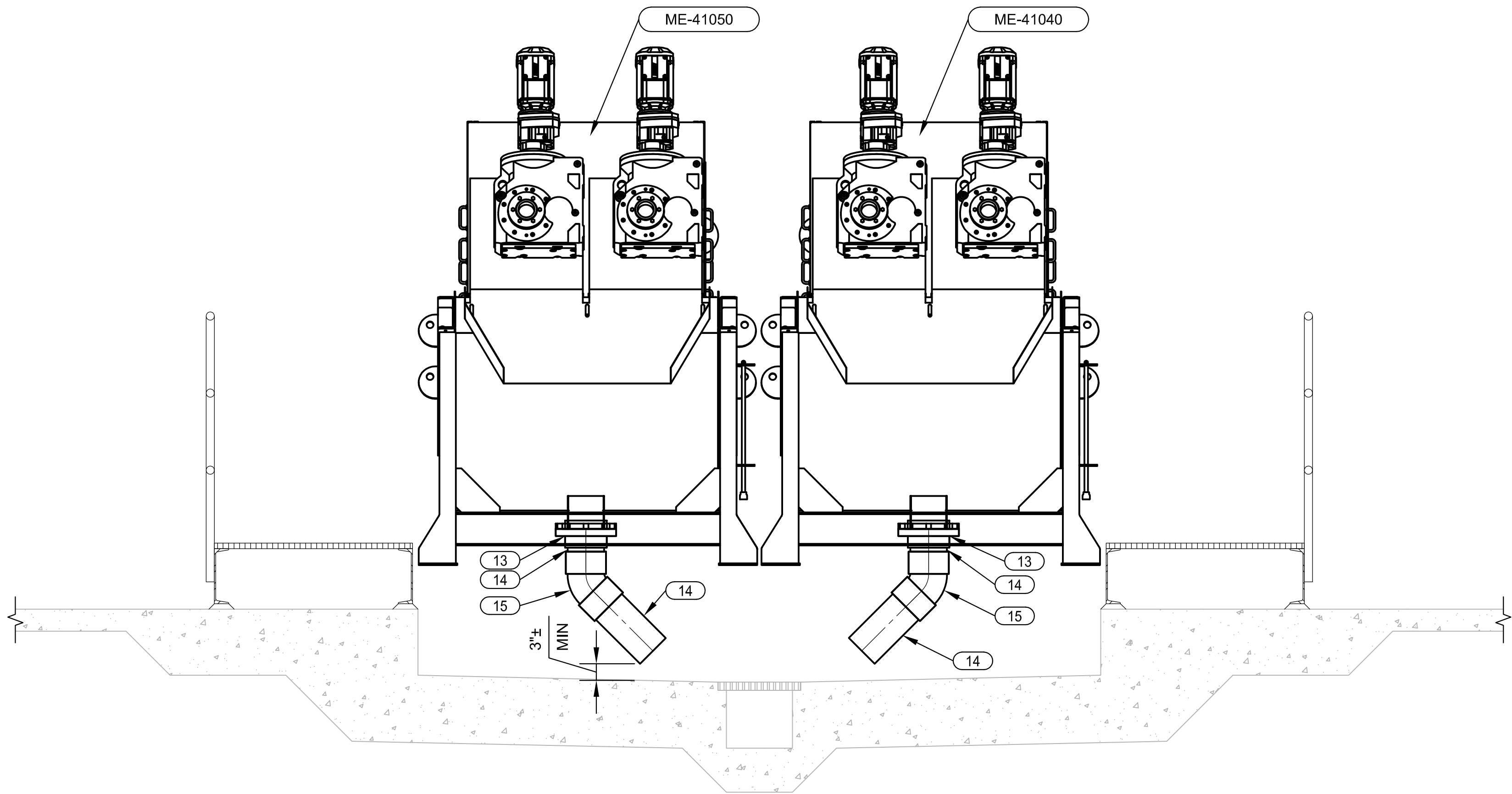
- NOTES:
- 1- REUSE EXISTING OR PROVIDE PIPE SUPPORTS AS SHOWN IN DETAIL M132 IN LOCATIONS MARKED WITH AN "X" OR AS REQUIRED.
 - 2- INSTALL AND ANCHOR ALL EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS. COORDINATE INSTALLATION REQUIREMENTS WITH MANUFACTURERS. VERIFY DIMENSIONS, SUPPORTS, WEIGHTS AND DETAILS.
 - 3- REFER TO PROTECTIVE COATINGS SCHEDULE AND TECHNICAL SPECIFICATION SECTION 09800 FOR STRUCTURE, PIPING, EQUIPMENT, AND MISCELLANEOUS COATING REQUIREMENTS.
 - 4- SEE ELECTRICAL DRAWINGS FOR ELECTRICAL AND INSTRUMENTATION REQUIREMENTS.
 - 5- FOR PIPE SCHEDULE SEE SHEET 41M801.
 - 6- SEE STRUCTURAL DRAWINGS FOR WALKWAY FRAMING PLAN.
 - 7- ALL DIP PIPING SHALL BE GLASS-LINED IN ACCORDANCE WITH REQUIREMENTS OF SPECIFICATION SECTION 400519.

- KEYNOTES:
- 1- TEE INTO EXISTING NPW LINE AND REDUCE TO 1 1/2".
 - 2- ROUTE 3/4" SCH 80 PVC NPW ALONG FLOOR WITH SS STRUT SYSTEM PER DETAIL M142.
 - 3- CONNECT TO SCREW PRESS WASH WATER ASSEMBLY.
 - 4- PROVIDE IMPROVEMENTS TO EXISTING CONVEYOR BELT SYSTEM (BID ALTERNATE). REFER TO SUMMARY OF WORK SPECIFICATION 011000.

 Know what's below. Call before you dig.		BENCH MARKS									
		ENGINEER'S SEAL									
		AS-BUILT INFORMATION									
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		NO.	DATE	BY	CONTRACTOR	DATE	WORK STARTED BY	DATE	INSPECTOR'S ACCEPTANCE BY	DATE	FIELD VERIFICATION BY
DESIGNED BY	BP										
CHECKED BY	JRL										
DRAWN BY	AQUA										
LOS ALAMOS COUNTY WWTP BELT PRESS REPLACEMENT MECHANICAL PLAN											
BHI PROJECT NO.			DWG NO.			SHEET			OF		
20240342			41M203			25			56		



SHEET 27 OF 56



SECTION
C
41M201
3/4"=1'-0"
0 1 2
Scale in Feet

- NOTES:
- 1- REUSE EXISTING OR PROVIDE PIPE SUPPORTS AS SHOWN IN DETAIL M132 IN LOCATIONS MARKED WITH AN "X" OR AS REQUIRED.
 - 2- INSTALL AND ANCHOR ALL EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS. COORDINATE INSTALLATION REQUIREMENTS WITH MANUFACTURERS. VERIFY DIMENSIONS, SUPPORTS, WEIGHTS AND DETAILS.
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 - 6- SEE STRUCTURAL DRAWINGS FOR WALKWAY FRAMING PLAN.

BENCH MARKS									

ENGINEER'S SEAL

JUSTIN R. LOGAN
NEW MEXICO
15875
9/9/2024
LICENSED PROFESSIONAL ENGINEER

AS-BUILT INFORMATION		REVISIONS		DESIGN	
CONTRACTOR	DATE	BY	DATE	DESIGNED BY	BP
WORK STARTED BY	DATE			CHECKED BY	JRL
INSPECTOR'S ACCEPTANCE BY	DATE			DRAWN BY	AQUA
FIELD VERIFICATION BY	DATE				
DRAWINGS CORRECTED BY	DATE				

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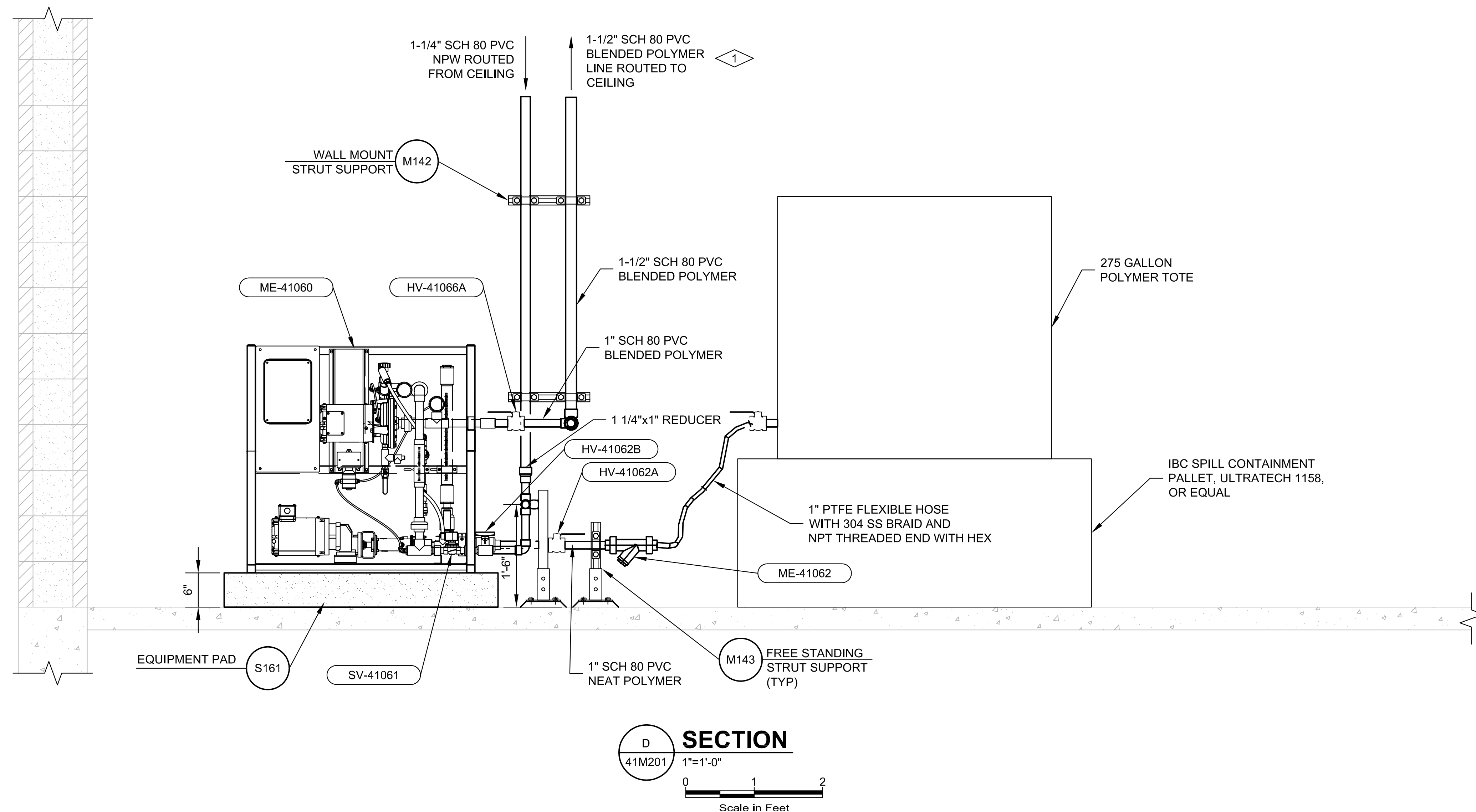
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LOS ALAMOS COUNTY WWTP
BELT PRESS REPLACEMENT
MECHANICAL
SECTION

BHI PROJECT NO. 20240342

DWG NO. 41M403

SHEET 28 OF 56



NOTES:

- 1- PIPING LOCATIONS ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY LOCATION OF EXISTING PIPING AND OTHER ITEMS ADJUST PIPE ROUTING AS REQUIRED TO AVOID CONFLICTS.
- 2- INSTALL AND ANCHOR ALL EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS. COORDINATE INSTALLATION REQUIREMENTS WITH MANUFACTURERS. VERIFY DIMENSIONS, SUPPORTS, WEIGHTS AND DETAILS.
- 3- REFER TO PROTECTIVE COATINGS SCHEDULE AND TECHNICAL SPECIFICATION SECTION 09800 FOR STRUCTURE, PIPING, EQUIPMENT, AND MISCELLANEOUS COATING REQUIREMENTS.
- 4- SEE ELECTRICAL DRAWINGS FOR ELECTRICAL AND INSTRUMENTATION REQUIREMENTS.

◆ KEYNOTES:

- 1- ROUTE BLENDED POLYMER PIPING VERTICALLY UP WALL AT LEAST 18 INCHES ABOVE HEIGHT OF EXISTING RADIANT TUBE HEATER BEFORE ROUTING HORIZONTALLY.

BENCH MARKS

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ENGINEER'S SEAL



AS-BUILT INFORMATION

REVISIONS

DESIGN

CONTRACTOR	DATE
WORK STAINED BY	DATE
INSPECTOR'S ACCEPTANCE BY	DATE
FIELD VERIFICATION BY	DATE
DRAWINGS CORRECTED BY	DATE

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DESIGNED BY	BP
CHECKED BY	JRL
DRAWN BY	AQUA



AQUA

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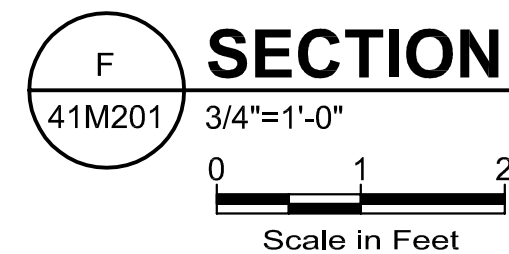
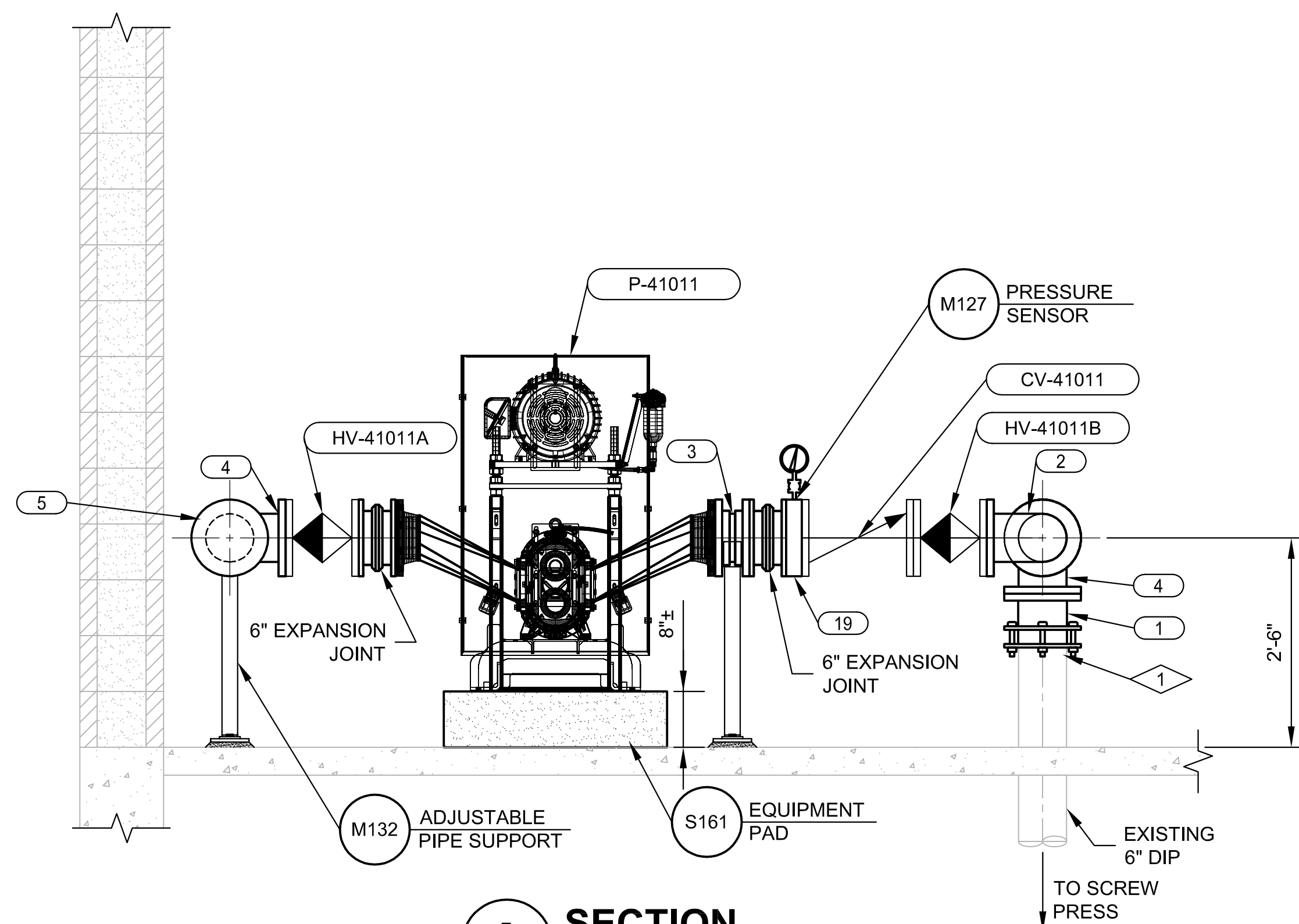
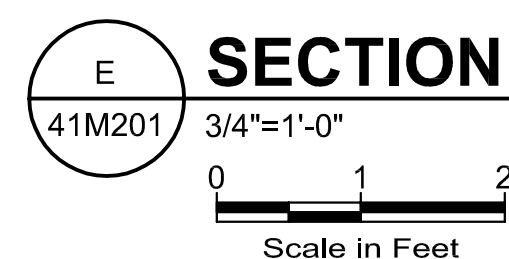
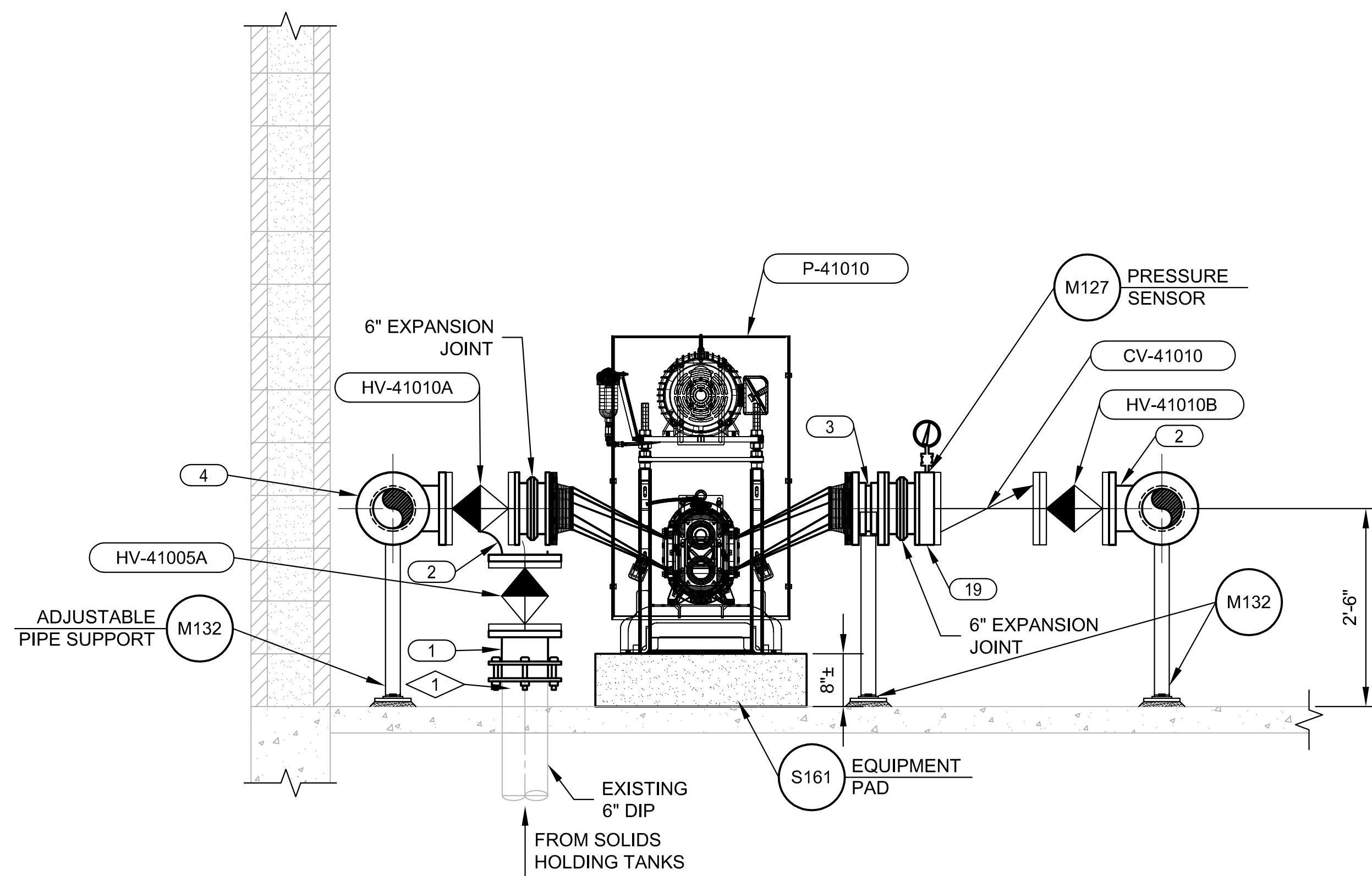
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LOS ALAMOS COUNTY WWTP
BELT PRESS REPLACEMENT
MECHANICAL
SECTION

BHI PROJECT NO.	20240342
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DWG NO.	41M404
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SHEET	29	OF	56
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NOTES:

- 1- CONTRACTOR SHALL VERIFY ALL EXISTING DISTANCES AND PROPOSED EQUIPMENT LENGTHS PRIOR TO INSTALLATION.
- 2- INSTALL AND ANCHOR ALL EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS. COORDINATE INSTALLATION REQUIREMENTS WITH MANUFACTURERS. VERIFY DIMENSIONS, SUPPORTS, WEIGHTS AND DETAILS.
- 3- REFER TO PROTECTIVE COATINGS SCHEDULE AND TECHNICAL SPECIFICATION SECTION 098000 FOR STRUCTURE, PIPING, EQUIPMENT, AND MISCELLANEOUS COATING REQUIREMENTS.
- 4- SEE ELECTRICAL DRAWINGS FOR ELECTRICAL AND INSTRUMENTATION REQUIREMENTS.
- 5- FOR PIPE SCHEDULE SEE SHEET 41M801.
- 6- ALL DIP PIPING SHALL BE GLASS-LINED IN ACCORDANCE WITH REQUIREMENTS OF SPECIFICATION SECTION 400519.

 KEYNOTES:

- 1- ADJUST LENGTH OF EXISTING PIPING AS REQUIRED FOR INSTALLATION.

BENCH MARKS



**Know what's below.
Call before you dig.**

ENGINEER'S SEAL



DESIGN		REVISONS		AS-BUILT INFORMATION	
	NO.	DATE		BY	
DESIGNED BY	BP				CONTRACTOR
					WORK STAINED BY
CHECKED BY	JRL				INSPECTORS ACCEPTANCE BY
					FIELD VERIFICATION BY
DRAWN BY	AQUA				DATE
					REVISIONS CORRECTED BY
					DATE



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LOS ALAMOS COUNTY WWTP
BELT PRESS REPLACEMENT
MECHANICAL
SECTIONS

BHI PROJECT NO.	20240342
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DWG NO.	41M405
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SHEET 30 OF 56

Budget Revision 2025 - 30

BPU Meeting Date: Jan 15, 2025

Council Meeting Date: Jan 28, 2025

	Fund & Department	Org	Object	Revenue (decrease)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
1	Joint Utilities Fund - Wastewater Treatment	55185599	8369		\$ 595,033		\$ (595,033)
Description: The purpose of this budget revision is to cover the additional funding needed for the Los Alamos wastewater treatment plan for the belt press replacement project.							
Fiscal Impact: The net fiscal impact to the Joint Utilities Fund is an increase in expenditures and decrease in fund balance by \$595,033.							

Karen Kendall

Preparer

1/2/2025

Date

James Alarid

Department Director Signature

Yvette Atencio

Budget Manager/Analyst Signature

N/A

County Manager Approval if Required



EXISTING BELT PRESS LOS ALAMOS



NEW BELT PRESS IN WHITE ROCK – SAME AS LOS ALAMOS REPLACEMENT



County of Los Alamos

Staff Report

January 15, 2025

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 8.a.1.
Index (Council Goals):
Presenters: Robert Gibson, Chair of the Board of Public Utilities
Legislative File: 19367-25

Title

Introduction of Council Liaison to the BPU

Body

At Council's first regular meeting of the year (January 7, 2025), Council appointed Councilor **Suzie Havemann as Vice-Chair**.

According to the Municipal Code Sec.8-13. Council liaisons *"The council vice-chair will serve as liaison to the board of public utilities."*

According to the Board of Public Utilities Procedural Rules:

3.2. BPU Job Descriptions

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

- 1) Attend the meetings of the BPU or send a designated alternate County Council member.
- 2) Keep the County Council informed on BPU and DPU issues that may have a major impact on the County.
- 3) Keep the BPU informed on County Council issues that may have a major impact on the BPU or the DPU.
- 4) Sit at the dais or with members of the BPU at Council Liaison discretion, at which time, the Council Liaison name-placard shall be displayed.
- 5) Participate in DPU discussion when the Council Liaison has clarifying points pertinent to the discussion.
- 6) Refrain from interjecting opinion into discussion, unless speaking as a member of the public during periods reserved for public comment.



County of Los Alamos

Staff Report

January 15, 2025

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 8.g.1.
Index (Council Goals):
Presenters: Board of Public Utilities
Legislative File: 19368-25

Title

Election of Board of Public Utilities Chair and Vice Chair for Calendar Year 2025

Recommended Action

The board should elect a Chair and Vice Chair using the method agreed upon at the January 20, 2021 meeting.

Utilities Managers Recommendation

The Utilities Manager recommends that a Chair and Vice Chair of the Board of Public Utilities be elected for calendar year 2025 in accordance with LAC Ordinance Sec. 40-41.

Body

The Board of Public Utilities shall annually elect its chair and such officers as it desires from among its members. The election shall occur at a regular meeting in January of each year. (LAC Ordinance Sec. 40-41. Board of public utilities - Organization.)

Procedure to be Agreed Upon by General Consensus Elections:

First use the following steps to elect a new Chair, and then repeat the process for the Vice Chair. After the Vice Chair is elected, the previous Chair continues to conduct the meeting. The outgoing Chair will continue to Chair the remainder of the January meeting through its conclusion, with the incoming Chair assuming Chair responsibilities immediately following conclusion of the January meeting.

1. The current Chair states "nominations are now in order for the office of Chair of the Board of Public Utilities"
2. Any member, including the chair, can nominate one person. After each nomination, the current Chair states that "[NAME] is nominated by Member [NAME]. Are there any further nominations?"
3. When it appears that there are no further nominations, the current Chair will ask once more for any final nominations. If there is no further response, the Chair will then declare the nomination closed.
4. Have a roll call vote for the Chair position.
5. If no one receives a majority of the votes and more than two nominations received votes, drop the nomination that received the fewest number of votes and the nominations that receive no votes and go back to step 4.
6. If there are only two nominations and the vote is a tie, try a second roll call vote. If that also results in a tie, the current Chair chooses between the two nominees.
7. If the person elected declines the position, go back to step 1 with the provision that said elected person may not be nominated again.

Alternatives

None - The Board is required by Ordinance to elect a chair and vice chair annually in January.



County of Los Alamos

Staff Report

January 15, 2025

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 9.a.

Index (Council Goals):

Presenters: Philo Shelton, Utilities Manager

Legislative File: 19371-25

Title

Monthly Status Reports for November & December 2024

Body

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

Attachments

A - Electric Reliability Report

B - Accounts Receivables Report

C - Risk & Safety Report

Los Alamos County
Department of Public Utilities

Electric Distribution Reliability

November & December 2024

Stephen Marez
Deputy Utility Manager -
Electric Distribution

Twelve Month History	NOVEMBER 24	
Total # Accounts	9045	
Total # Interruptions	37	
Sum Customer Interruption Durations	4596:08	hours:min
# Customers Interrupted	2583	
SAIFI (APPA AVG. = 1.0)	.29	int./cust.
SAIDI (APPA AVG. = 1:00)	00:30:28	hours:min
CAIDI	1.46	hours:min/INT
ASAI	99.9998%	% 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)

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

Electric Distribution Reliability Study Twelve Month Outage History							Prepared by Stephen Marez Electrical Engineering Manager			
Date	Call Rcd.	Circuit	Cause	Start Time	End Time	Duration	Customers Affected (Meters)	Combined Customer Outage Durations	Total Outage H:M:S	Running SAIDI
12/2/2023	Utilites	ELK RIDGE	OH Failure	12:40	14:40	2:00	10	20:00:00	20:00:00	0:00:08
2/27/2024	Utilites	13	WEATHER	6:30	7:20	0:50	20	16:40:00	36:40:00	0:00:15
2/27/2024	Utilites	13	TREE	6:30	12:30	6:00	16	96:00:00	132:40:00	0:00:53
3/7/2024	Utilites	14	URD Failure	22:15	0:00	1:45	80	140:00:00	272:40:00	0:01:49
3/7/2024	Utilites	14	URD Failure	22:15	1:15	3:00	7	21:00:00	293:40:00	0:01:57
3/7/2024	Utilites	14	URD Failure	23:00	2:00	3:00	9	27:00:00	320:40:00	0:02:08
3/15/2024	Utilites	13	WEATHER	11:31	12:30	0:59	7	6:53:00	327:33:00	0:02:10
3/15/2023	Utilites	ELK RIDGE	WEATHER	11:30	12:30	1:00	43	43:00:00	370:33:00	0:02:27
3/15/2023	Utilites	15	WEATHER	11:00	13:30	2:30	4	10:00:00	380:33:00	0:02:31
3/15/2023	Utilites	15	WEATHER	11:00	12:00	1:00	24	24:00:00	404:33:00	0:02:41
4/5/2024	Utilites	WR1	TREE	23:30	6:00	6:30	16	104:00:00	508:33:00	0:03:22
4/16/2024	Utilites	ELK RIDGE	TREE	2:30	4:30	2:00	4	8:00:00	516:33:00	0:03:26
4/16/2024	Utilites	16	TREE	5:00	6:30	1:30	5	7:30:00	524:03:00	0:03:29
5/19/2024	Utilites	16	ANIMAL	10:45	11:25	0:40	10	6:40:00	530:43:00	0:03:31
5/20/2024	Utilites	16	Unknown	5:00	5:45	0:45	20	15:00:00	545:43:00	0:03:37
6/5/2024	Utilites	15	URD Failure	14:00	15:00	1:00	10	10:00:00	555:43:00	0:03:41
7/1/2024	Utilites	13	WEATHER	18:45	19:45	1:00	5	5:00:00	560:43:00	0:03:43
7/1/2024	Utilites	13	WEATHER	21:30	1:30	4:00	2	8:00:00	568:43:00	0:03:46
7/11/2024	Utilites	16	Unknown	19:15	21:30	2:15	6	13:30:00	582:13:00	0:03:52
7/12/2024	Utilites	15	ANIMAL	0:00	1:30	1:30	30	45:00:00	627:13:00	0:04:10
8/8/2024	Utilites	16	URD Failure	16:30	17:40	1:10	59	68:50:00	696:03:00	0:04:37
8/9/2024	Utilites	WR2	WEATHER	18:30	20:30	2:00	5	10:00:00	706:03:00	0:04:41
8/12/2024	Utilites	15	WEATHER	4:00	6:30	2:30	30	75:00:00	781:03:00	0:05:11
8/20/2024	Utilites	15	URD Failure	16:00	22:00	6:00	8	48:00:00	829:03:00	0:05:30
8/25/2024	Utilites	13	URD Failure	11:30	15:30	4:00	317	1268:00:00	2097:03:00	0:13:55
8/25/2024	Utilites	WR2	WEATHER	18:00	21:45	3:45	46	172:30:00	2269:33:00	0:15:03
10/2/2024	Utilites	14	URD Failure	22:30	23:30	1:00	75	75:00:00	2344:33:00	0:15:33
10/2/2024	Utilites	14	URD Failure	22:30	5:00	6:30	28	182:00:00	2526:33:00	0:16:46
10/3/2024	LANL	EA4 LANL	TREE	12:19	13:05	0:46	23	17:38:00	2544:11:00	0:16:53
10/5/2024	Utilites	13	ANIMAL	11:15	12:15	1:00	29	29:00:00	2573:11:00	0:17:04
10/13/2024	Utilites	13	Unknown	19:24	20:30	1:06	99	108:54:00	2682:05:00	0:17:47
10/14/2024	Utilites	16	URD Failure	19:02	20:00	0:58	142	137:16:00	2819:21:00	0:18:42
10/14/2024	Utilites	16	ANIMAL	2:30	2:49	0:19	45	14:15:00	2833:36:00	0:18:48
11/4/2024	Utilites	13	TREE	8:02	9:00	0:58	625	604:10:00	3437:46:00	0:22:48
11/4/2024	Utilites	13	TREE	8:02	9:40	1:38	675	1102:30:00	4540:16:00	0:30:07
11/7/2024	Utilites	WR2	WEATHER	0:00	4:45	4:45	6	28:30:00	4568:46:00	0:30:18
11/19/2024	Utilites	13	TREE	8:36	9:10	0:34	43	24:22:00	4593:08:00	0:30:28

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

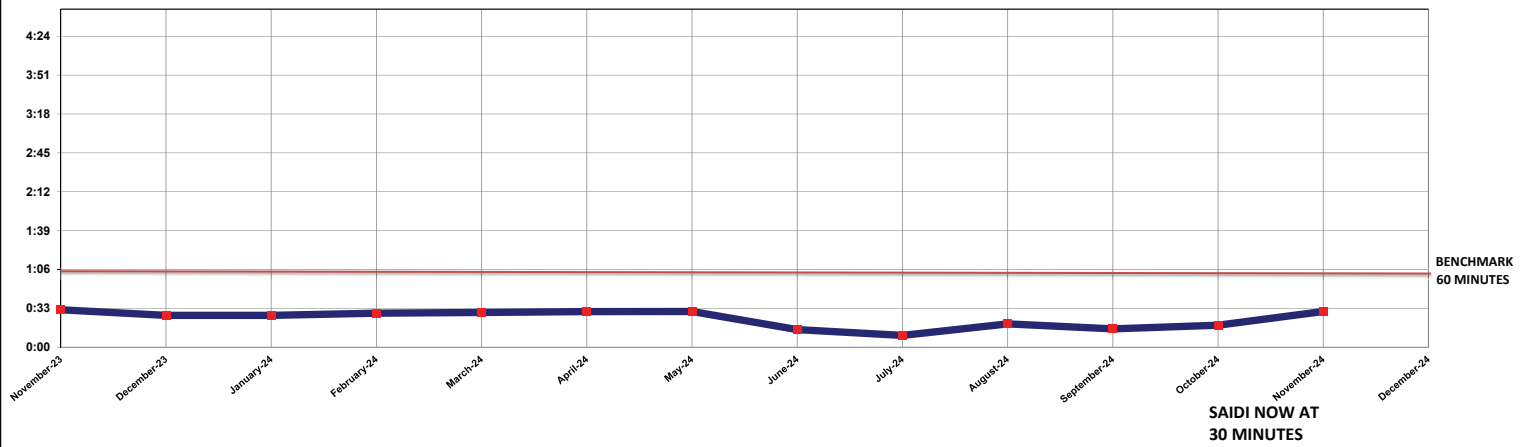
Running SAIDI Circuit 13	Running SAIDI Circuit 14	Running SAIDI Circuit 15	Running SAIDI Circuit 16	Running SAIDI Circuit 17	Running SAIDI Circuit 18	Running SAIDI Circuit EA4 & ELK RIDGE	Running SAIDI Circuit WR1	Running SAIDI Circuit WR2	Monthly SAIDI	Monthly Customer Minutes out of service	WEATHER SAIDI
						0:07:16			DEC	0:00:08	0:00:08
0:00:36										0:00:07	
0:03:29									FEBRUARY	0:00:38	0:00:45
	0:15:35									0:00:56	
	0:02:20									0:00:08	
	0:03:00									0:00:11	
0:00:15										0:00:03	
						0:15:38				0:00:17	
		0:00:19								0:00:04	
		0:00:46							MARCH	0:00:10	0:01:48
							0:03:56			0:00:41	0:00:33
						0:02:55				0:00:03	
			0:00:15						APRIL	0:00:03	
			0:00:13							0:00:03	
			0:00:29						MAY	0:00:06	
		0:00:19							JUNE	0:00:04	0:01:10
0:00:11										0:00:02	
0:00:17										0:00:03	0:00:05
			0:00:26							0:00:05	
		0:01:26							JULY	0:00:18	0:00:28
			0:02:15							0:00:27	
							0:00:37			0:00:04	
		0:02:24								0:00:30	0:00:34
		0:01:32								0:00:19	
0:45:58										0:08:25	
								0:10:46	AUGUST	0:01:09	0:10:54
	0:08:21									0:00:30	0:01:09
	0:20:16									0:01:12	
						0:06:25				0:00:07	
0:01:03										0:00:12	
0:03:57										0:00:43	
			0:04:28							0:00:55	
			0:00:28						OCTOBER	0:00:06	0:03:44
0:21:54										0:04:00	
0:39:58										0:07:19	
							0:01:47			0:00:11	0:00:11
0:00:53									NOVEMBER	0:00:10	0:11:40
0:55:46	0:20:56	0:06:47	0:08:34	0:00:00	0:00:00	0:32:14	0:03:56	0:11:24	Total	0:30:28	0:02:32
1655	539	1875	1842	209	213	165	1586	961	9045		

NUMBER OF CUSTOMERS BY CIRCUIT

EACH POINT IS A MONTHLY SAIDI HISTORY
60 MINUTES = LACDPU SAIDI BENCHMARK

SAIDI = STANDARD AVERAGE INTERRUPTION DURATION

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



Twelve Month History	DECEMBER 2024	
Total # Accounts	9045	-
Total # Interruptions	37	-
Sum Customer Interruption Durations	4596:08	hours:min
# Customers Interrupted	2588	
SAIFI (APPA AVG. = 1.0)	.29	int./cust.
SAIDI (APPA AVG. = 1:00)	00:30:25	hours:min
CAIDI	1.43	hours:min/INT
ASAI	99.9998%	% 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)

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

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

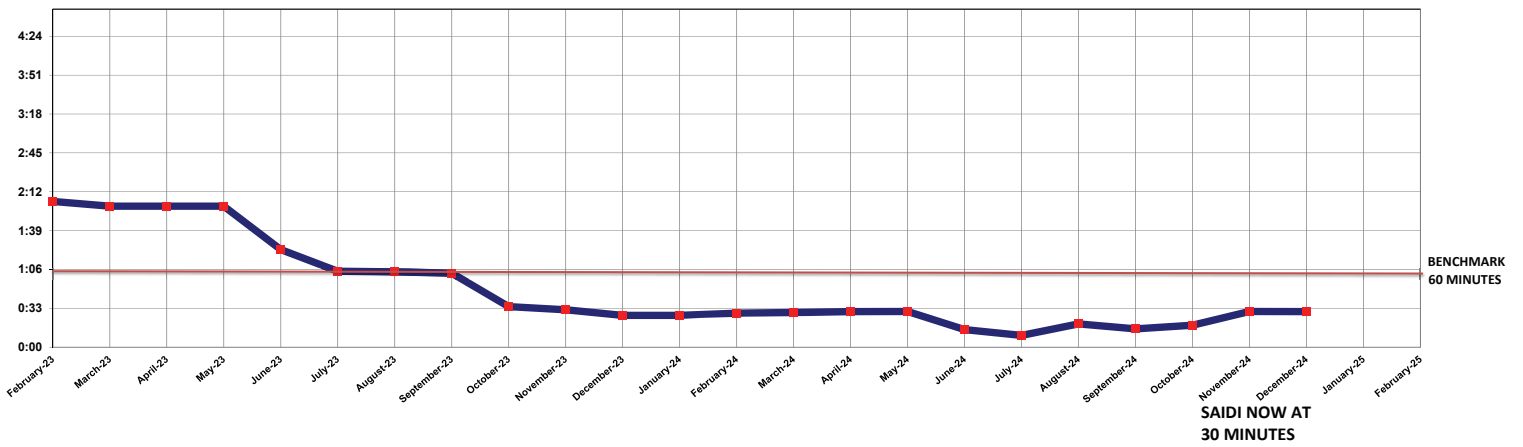
Running SAIDI Circuit 13	Running SAIDI Circuit 14	Running SAIDI Circuit 15	Running SAIDI Circuit 16	Running SAIDI Circuit 17	Running SAIDI Circuit 18	Running SAIDI Circuit EA4 & ELK RIDGE	Running SAIDI Circuit WR1	Running SAIDI Circuit WR2	Monthly SAIDI	Monthly Customer Minutes out of service	WEATHER SAIDI
0:00:36										0:00:07	
0:03:29									FEBRUARY	0:00:38	0:00:45
	0:15:35									0:00:56	
	0:02:20									0:00:08	
	0:03:00									0:00:11	
0:00:15										0:00:03	
						0:15:38				0:00:17	
		0:00:19								0:00:04	
		0:00:46							MARCH	0:00:10	0:01:48
							0:03:56			0:00:41	0:00:33
						0:02:55				0:00:03	
			0:00:15						APRIL	0:00:03	
			0:00:13							0:00:03	
			0:00:29						MAY	0:00:06	
		0:00:19							JUNE	0:00:04	0:01:10
0:00:11										0:00:02	
0:00:17			0:00:26							0:00:03	0:00:05
		0:01:26								0:00:05	
			0:02:15						JULY	0:00:18	0:00:28
										0:00:27	
								0:00:37		0:00:04	
		0:02:24								0:00:30	0:00:34
		0:01:32								0:00:19	
0:45:58										0:08:25	
	0:08:21							0:10:46	AUGUST	0:01:09	0:10:54
	0:20:16									0:00:30	0:01:09
										0:01:12	
0:01:03						0:06:25				0:00:07	
0:03:57										0:00:12	
			0:04:28							0:00:43	
			0:00:28							0:00:55	
0:21:54									OCTOBER	0:00:06	0:03:44
0:39:58										0:04:00	
								0:01:47		0:07:19	
0:00:53									NOVEMBER	0:00:11	0:00:11
							0:00:47		DECEMBER	0:00:10	0:11:40
										0:00:05	0:00:05
0:55:46	0:20:56	0:06:47	0:08:34	0:00:00	0:00:00	0:24:57	0:04:43	0:11:24	Total	0:30:25	0:02:32
1655	539	1875	1842	209	213	165	1586	961	9045		

NUMBER OF CUSTOMERS BY CIRCUIT

EACH POINT IS A MONTHLY SAIDI HISTORY
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SAIDI = STANDARD AVERAGE INTERRUPTION DURATION

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



STATUS REPORTS

ACCOUNTS RECEIVABLES

PREPARED BY

Joann Gentry
Business Operations Manager -
Technology & Customer Service

Los Alamos County Utilities Department
Active Receivables Over 90 Days Past Due
December 2, 2024

Account	Customer ID	Acct Type	Comments	90 - 119	120 +
3001147	2004430	RS	Electric off - Lien on File	13.49	122.10
3007730	2077078	RS	Paid \$433.92 on 12/3/2024	0.00	170.67
3002177	2016744	RS	Utilities off - Stable lot	38.49	296.21
3010128	2114898	RS	Utilities off - Stable lot	38.49	371.17
3007019	2043158	CM	Customer refuses to pay - Lien on file	57.97	504.34
3007020	2043158	CM	Customer refuses to pay - Lien on file	57.97	514.87
3200404	2216821	RS	Payment of \$280 12/4 on payment arrangement	0.00	666.72
3000677	2096008	CM	Email to Account Payable Nov and Dec	0.00	678.79
3007018	2043158	CM	Customer refuses to pay - Lien on file	73.94	610.88
3000755	2002524	CM	Utilities off - Lien on file	360.03	377.88
3002412	2003472	RS	Utilities off - Lien on file	132.88	711.76
3007154	2021905	RS	Utilities off - Lien on file	132.88	1,237.84
3006139	2025374	RS	Utilities off, water on, lien on file	143.64	2,480.09
3009211	2217351	RS	Utilities off - Lien on file	132.88	2,630.89
14 Accounts				\$ 1,182.66	\$ 11,374.21
					\$ 12,556.87

Los Alamos County Utilities Department
Receivables More than 60 Days Inactive Accounts
December 2, 2024

YEAR		OUTSTANDING 12/2	# OF ACCOUNTS	OUTSTANDING 11/1	# OF ACCOUNTS
FY21		\$ 33,721.80	108	\$ 33,767.29	108
FY22		\$ 30,103.79	149	\$ 29,872.31	151
FY23		\$ 12,709.40	239	\$ 13,033.06	242
FY24		\$ 10,669.00	324	\$ 10,669.00	324
FY25		\$ 816.90	101	\$ (334.49)	68
TOTAL		\$ 88,020.89	921	\$ 87,007.17	893

YEAR	Account Type	OUTSTANDING 12/1	# OF ACCOUNTS	OUTSTANDING 11/1	# OF ACCOUNTS
FY21	Residential	\$ 28,883.59	95	\$ 28,929.08	95
	Commercial	\$ 4,838.21	13	\$ 4,838.21	13
FY22	Residential	\$ 21,856.29	135	\$ 21,624.81	137
	Commercial	\$ 8,247.50	14	\$ 8,247.50	14
FY23	Residential	\$ 3,245.29	210	\$ 3,568.95	213
	Commercial	\$ 9,464.11	29	\$ 9,464.11	29
FY24	Residential	\$ 7,566.15	305	\$ 7,566.15	305
	Commercial	\$ 3,102.85	19	\$ 3,102.85	19
FY25 **	Residential	\$ 1,532.85	98	\$ (271.08)	67
	Commercial	\$ (715.95)	3	\$ (63.41)	1
TOTAL		\$ 88,020.89	921	\$ 87,007.17	893

Los Alamos County Utilities Department
Active Receivables Over 90 Days Past Due
January 2, 2025

Account	Customer ID	Acct Type	Comments	90 - 119	120 +
2215025	3009295	RS	Old account balance owner, rental property	0.00	144.42
2217357	3000101	RS	utilities off - unable to lien mobile home	157.67	0.00
2004430	3001147	RS	Electric off - Lien on File	38.49	135.59
2216821	3200404	RS	Payment arrangement on file	0.00	226.67
2216289	3003563	RS	Disconnected on 1/6/2024	207.30	282.80
2043158	3007019	CM	Customer refuses to pay - Lien on file	115.94	562.31
2096008	3000677	CM	Email to Account Payable Nov and Dec	0.00	678.79
2043158	3007020	CM	Customer refuses to pay - Lien on file	115.94	572.84
2043158	3007018	CM	Customer refuses to pay - Lien on file	147.88	684.82
2003472	3002412	RS	Utilities off - Lien on file	132.88	844.64
2002524	3000755	CM	Is this account liened	347.83	737.91
2021905	3007154	RS	Utilities off - Lien on file	265.76	1,370.72
2217351	3009211	RS	Utilities off - Lien on file	132.89	2,763.77
13 Accounts				\$ 1,662.58	\$ 9,005.28
					<u>\$ 10,667.86</u>

Los Alamos County Utilities Department
Receivables More than 60 Days Inactive Accounts
January 2, 2025

YEAR	OUTSTANDING 1/2	# OF ACCOUNTS	OUTSTANDING 12/2	# OF ACCOUNTS
FY21	\$ 33,721.80	108	\$ 33,721.80	108
FY22	\$ 29,795.02	147	\$ 30,103.79	149
FY23	\$ 6,814.91	234	\$ 12,709.40	239
FY24	\$ 10,669.00	324	\$ 10,669.00	324
FY25	\$ 11,604.03	146	\$ 816.90	101
TOTAL	\$ 92,604.76	959	\$ 88,020.89	921

YEAR	Account Type	OUTSTANDING 1/2	# OF ACCOUNTS	OUTSTANDING 12/2	# OF ACCOUNTS
FY21	Residential	\$ 28,883.59	95	\$ 28,883.59	95
	Commercial	\$ 4,838.21	13	\$ 4,838.21	13
FY22	Residential	\$ 21,547.52	133	\$ 21,856.29	135
	Commercial	\$ 8,247.50	14	\$ 8,247.50	14
FY23	Residential	\$ 2,939.56	206	\$ 3,245.29	210
	Commercial	\$ 3,875.35	28	\$ 9,464.11	29
FY24	Residential	\$ 7,566.15	305	\$ 7,566.15	305
	Commercial	\$ 3,102.85	19	\$ 3,102.85	19
FY25	Residential	\$ 2,967.21	137	\$ 1,532.85	98
	Commercial	\$ 8,636.82	9	\$ (715.95)	3
TOTAL		\$ 92,604.76	959	\$ 88,020.89	921

STATUS REPORTS

Risk & Safety

PREPARED BY:

Victoria DeVargas

Risk Manager

LOS ALAMOS COUNTY - RISK MANAGEMENT
November & December 2024

MONTH	ADMIN	EL DIST	EL PROD	GWS	WA PROD	WWTP
	Hours Worked	Hours Worked	Hours Worked	Hours Worked	Hours Worked	Hours Worked
Jan - 2024	2843.0	1474.0	1736.0	2678.0	1250.0	1187.0
Feb - 2024	3743.0	1962.0	1928.0	3624.0	1587.0	1462.0
Mar - 2024	3443.0	1795.0	1797.0	3309.0	1373.0	1471.0
Apr - 2024	3754.0	1826.0	1883.0	3380.0	1541.0	1425.0
May - 2024	5772.0	2824.0	3131.0	5710.0	2328.0	2320.0
June - 2024	3574.0	1712.0	1970.0	3211.0	1503.0	1357.0
July - 2024	4148.8	1793.0	1805.8	3033.3	1389.8	1307.5
Aug - 2024	4232.0	1772.0	1758.0	3544.0	1474.0	1341.0
Sept - 2024	3487.8	1692.2	1842.3	3212.2	1356.5	1341.8
Oct - 2024	5402.0	2335.3	2782.0	5950.6	1935.5	1978.8
Nov & Dec - 2024	7694.8	3377.3	3742.3	6714.7	2302.8	2667.0
Total Hrs Worked ->	48094.3	22562.7	24375.3	44366.7	18040.5	17858.0
Number of Recordable Injury and Illness Cases*	0	0	0	0	1	0
OSHA Recordable Injury & Illness Incidence Rate	0.00	0.00	0.00	0.00	11.09	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

INJURY DATES:

3-4-24: (WP) employee injured in motor vehicle collision. Employee currently being treated, released to full duty.

TOTAL UTILITIES PERFORMANCE: 1 INJURIES X 200,000 = 200,000/175,297.5 ACTUAL HOURS WORKED = 1.14 OSHA RECORDABLE INJURIES PER 100 FTE

NATIONAL PERFORMANCE, UTILITIES (NAICS 22): 1.8 OSHA RECORDABLE INJURIES PER 100 FTE

INJURIES REQUIRING MEDICAL ATTENTION BEYOND FIRST AID ARE REQUIRED TO BE CONSIDERED OSHA RECORDABLE INJURIES , RETAINED IN THIS RECORD FOR ONE 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
2024	DEC	1/15/2025	NONE	NONE	NONE
2024	NOV	12/4/2024	NONE	NONE	NONE
2024	OCT	11/20/2024	1) Claimant alleges leak at downstream fitting caused damage to residence (damage occurred 2/24)	NONE	NONE
2024	SEP	10/23/2024	Claimant reported sewage flooded basement	NONE	WP employee backed into pole at LANL
2024	AUG	9/18/2024	1) Claimant stepped in uncovered water valve hole; 2) Claimant states sewer back up in his basement; 3) Claimant states water main leaked into basement causing her to fall.	NONE	NONE
2024	JUL	8/12/2024	NONE	NONE	NONE
2024	JUN	7/17/2024	NONE	NONE	Update: Resident backed into the side of small dump truck (GWS.)
2024	MAY	6/26/2024	1) GWS- Sewage back up into home. 2) GWS-Water line break that caused flooding into business.	NONE	NONE
2024	APR	5/15/2024	1) ED- Claimant states they had damage to furnace and outlets 2) GWS- Claimant states water heater damage after water was shut off for line repair on County side.	NONE	NONE
2024	MAR	4/17/2024	1) Claimant states a power surge caused damage to fixtures and appliance in home. 2) Claimant has increased water bill due to leak at water meter.	1) WP employee sustained injuries from a Motor Vehicle Collision (hit by 3rd party)	1) ED employee hit another county vehicle with front bumper of bucket truck. 2) WP vehicle possibly totaled in motor vehicle collision with 3rd party
2024	FEB	3/20/2024	NONE	NONE	NONE
2024	JAN	2/21/2024	NONE	NONE	1) Damage to tailgate of dump truck while GWS was loading asphalt.
2023	DEC	1/17/2024	1) Claimant found and removed plastic bucket debris found in their water pipes from main water lines.	1) WWTP employee smashed finger while operating equipment	NONE
2023	NOV	12/6/2023	NONE	WP employee injured his foot when a piece of concrete fell from the loader.	NONE
2023	OCT	11/15/2023	NONE	NONE	NONE
2023	SEP	10/18/2023	Claimant states water pressure blew off faucet causing flooding in the residence;	NONE	NONE
2023	AUG	9/20/2023	Four claimants state backflow of sewage into their residences. <i>*Please note that these claims were submitted to the contractor insurance.</i>	NONE	Non-County owned truck hit power pole on the ski hill. <i>*Please note claim being submitted to vehicle owner's insurance.</i>
2023	JUL	8/16/2023	NONE	NONE	NONE
2023	JUN	7/19/2023	1) Claimant states alleged failure to detect and rectify a gas leak resulting in damages to residence/property. 2) Claimant states a backed up sewage line pushed sewage into their home resulting in damage to the residence.	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.
2023	MAY	6/21/2023	NONE	A GWS employee alleges leg/ankle strain from being struck by the fender of a dual wheel truck after he allegedly responded to the driver's inquiry at a job site. This injury is reflected in the OSHA Incidence Rate spreadsheet.	A WWTP employee avoiding an oncoming car, misjudged clearance and slid off the road into a tree.
2023	APR	5/17/2023	1). County directed by homeowner to shut off only water service for the winter, but County shut off gas and electric also, causing freezing conditions and plumbing damage in the house. 2). Claimant alleges a piece of asphalt left on street by County maintenance crew after repairs became embedded in her tire.	NONE	1). A GWS employee allegedly struck a concrete slab causing significant damage to the underside and steering controls of the vehicle. 2). GWS unit 1216 was found with a broken rear left window where parked under shed behind Bldg. 5; glass on ground; unknown party caused damage.
2023	MAR	4/19/2023	Claimant resident's fence was on County right of way, and ED had to cut the fence in order to work on a transformer. No liability; we recommended denial.	NONE	NONE
2023	FEB	3/15/2023	NONE	NONE	Utilities Hydroelectric employee was plowing snow when he slid into a ditch due to hazardous conditions. Side mirror and wheel/rim were damaged.
2023	JAN	2/15/2023	Claimant reports sewer back-up related to County main back-up. County staff acknowledge responsibility.	NONE	LAPD reported a hit and run damage to a Utility box; no suspects.
2022	DEC	1/18/2023	NONE	NONE	ED employee misjudged backing and backed Unit 1213 into a piece of equipment; very minor damage.
2022	NOV	12/7/2022	NONE	NONE	NONE
2022	OCT	11/16/2022	LA Public Schools made claim for two burned out motors which they attribute to a power outage.	NONE	NONE
2022	SEP	10/19/2022	NONE	NONE	NONE
2022	AUG	9/21/2022	NONE	NONE	NONE
2022	JUL	8/17/2022	NONE	NONE	An EP employee experienced a stone chipping to his windshield while operating his assigned vehicle. No recovery.
2022	JUN	7/20/2022	NONE	1). A GWS employee fell while securing a Vactor boom; strained leg; lost 6 days then back to full duty. 2). A WP employee working on trailer strained his knee; examined and released to full duty.	NONE
2022	MAY	6/15/2022	Claimant experienced sewer water damage to basement and contents due to a County main back-up. Claimant called ServePro initially, and insurance has approved continuing mitigation and restoration services.	An Electrical Distribution employee caught and fractured two fingers in a cable reel. The employee was treated and released to work with restriction. Employee will require follow-up treatment.	NONE
2022	APR	5/18/2022	NONE	NONE	NONE
2022	MAR	4/20/2022	NONE	NONE	1). WP employee accidentally broke window of truck. 2). GWS Backhoe front bucket apparatus came loose, damaged hood of machine.
2022	FEB	3/16/2022	Claimant alleges property damage due to water line leak. Minor.	NONE	NONE
2022	JAN	2/16/2022	There were no Utilities related tort claims filed with regard to any January incidents.	An Electrical Distribution employee slipped and fell on parking lot ice; currently working with restrictions.	A GWS employee backing into space lost control of his personal vehicle, struck NE corner of Bldg. 5, causing significant damage. Employee provided insurance information. Risk will recover damages for the County.

YEAR	REPORT MONTH	BPU MTG DATE	TORT CLAIMS	WORKERS COMP	PROPERTY DAMAGE
2021	DEC	1/19/2022	NONE	NONE	NONE
2021	NOV	12/15/2021	NONE	NONE	NONE
2021	OCT	11/17/21	Claimant alleges furnace dame as result of replacement of gas meter.	NONE	NONE
2021	SEP	10/20/21	1). Claimant states damage to various fixtures in building new filtration system was installed. 2). Claimant states gas leak to regulator caused damage to GLR-04	NONE	NONE
2021	AUG	09/15/21	NONE	NONE	NONE
2021	JUL	08/18/21	NONE	NONE	NONE
2021	JUN	07/21/21	NONE	NONE	NONE
2021	MAY	06/16/21	NONE	NONE	NONE
2021	APR	05/19/21	NONE	NONE	NONE
2021	MAR	04/21/21	NONE	NONE	NONE
2021	FEB	03/17/21	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	JAN	02/24/21	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	DEC	01/20/21	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	NOV	12/16/20	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	OCT	11/18/20	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
2020	SEP	10/21/20	NONE	A lineman fractured/lacerated his right middle finger when removing a heavy manhole cover; returned to duty same day.	NONE
2020	AUG	09/16/20	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	JUL	08/19/20	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	JUN	07/15/20	A claimant experienced water damage to his residence due to a County water line leak.	Lineman lacerated his hand using a knife to splice cable (6/8/2020)	NONE
2020	MAY	06/17/20	NONE	NONE	NONE
2020	APR	05/20/20	NONE	NONE	NONE
2020	MAR	04/15/20	NONE	NONE	NONE
2020	FEB	03/18/20	NONE	NONE	NONE
2020	JAN	02/19/20	Resident incurred plumber bill; didn't know outage was due to main break.	NONE	NONE



County of Los Alamos

Staff Report

January 15, 2025

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 10.a.
Index (Council Goals):
Presenters: Board of Public Utilities
Legislative File: 19369-25

Title

Tickler File for February - April 2025

Body

The attached tickler includes proposed agenda items for both the BPU and Council Meetings. BPU meeting dates are highlighted in blue. Council meeting dates are highlighted in yellow. Please send corrections and additional items for the tickler to kathy.casados@lacnm.us.

Attachments

A - Combined Tickler_Jan-Apr2025



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Combined Tickler

BPU & COUNCIL

January - April 2025

File Number

Title

Agenda Date: 01/28/2025

19130-25	Briefing/Report (Dept,BCC) - Action Requested	Consent
	Award of Bid No. IFB 25-21 for the Purpose of Los Alamos WWTP Belt Press Replacement Project with [Name of Vendor] in the Amount of \$[amount of contract], plus Applicable Gross Receipts Tax	
	Department Name: DPU	Length of Presentation:
	Drop Dead Date:	Sponsors: James Alarid, Deputy Utilities Manager - Engineering
19414-25	Construction Contract	Consent
	Award of Bid No. IFB 25-27 for the Purpose of Jemez Fire Protection Project Phase 4 with [Name of Vendor] in the Amount of \$[amount of contract], plus Applicable Gross Receipts Tax	
	Department Name: DPU	Length of Presentation:
	Drop Dead Date:	Sponsors: James Alarid
AGR1093-25	General Services Agreement	Consent
	Approval of Services Agreement No. AGR 25-xx with [vendor] in the amount of \$[amount], plus Applicable Gross Receipts Tax, for the Purpose of [Software Support Services for the Water Production SCADA Replacement]	
	Department Name: DPU	Length of Presentation:
	Drop Dead Date:	Sponsors: James Alarid
19563-25	Budget Item	Consent
	Approval of Budget Revision No. 2025-31 for the DHSEM Grant for Water Production Generators	
	Department Name: DPU	Length of Presentation:
	Drop Dead Date:	Sponsors: Karen Kendall, Deputy Utilities Manager - Finance
19565-25	Briefing/Report (Dept,BCC) - Action Requested	Consent
	Approval of Rural Infrastructure Loan/Grant Program Application for Multiple FY25 Wastewater Projects	
	Department Name: DPU	Length of Presentation:
	Drop Dead Date:	Sponsors: James Alarid, Deputy Utilities Manager - Engineering

Agenda Date: 02/05/2025

File Number	Title	
19418-25	Briefing/Report (Dept,BCC) - Action Requested Review & Possible Action on Recommendations from the BPU Self-Assessment Working Group (Members Stromberg & Hollingsworth) Department Name: DPU Drop Dead Date:	Board Business Length of Presentation: Sponsors: Eric Stromberg, Board - Commission or Committee Member
19423-25	Discussion Annual Review of Article V of the Charter Department Name: DPU Drop Dead Date:	Board Business Length of Presentation: Sponsors: Thomas Wyman, Assistant County Attorney
19374-25	Briefing/Report (Dept,BCC) - Action Requested Schedule and Selection of Members to Attend Boards & Commissions Luncheons for the 2025 Calendar Year Department Name: DPU Drop Dead Date:	Board Business Length of Presentation: Sponsors: Theresa Cull, County Council Vice Chair
19568-25	Briefing/Report (Dept, BCC) - No action requested Business Plan for Foxtail Flats Department Name: DPU Drop Dead Date:	Dept Business Length of Presentation: Sponsors: Ben Olbrich, Deputy Utilities Manager - Power Supply
19436-25	Briefing/Report (Dept, BCC) - No action requested Electric Rate Design Proposal Department Name: DPU Drop Dead Date:	Dept Business Length of Presentation: Sponsors: Karen Kendall
19437-25	Briefing/Report (Dept, BCC) - No action requested Review of Draft ECA 2025 - 2035 Department Name: DPU Drop Dead Date:	Dept. Business Length of Presentation: Sponsors: Ben Olbrich
19373-25	Briefing/Report (Dept, BCC) - No action requested Biannual Update: Transactional Survey Report for Jul-Dec of the Previous Calendar Year Department Name: DPU Drop Dead Date:	Dept. Business Length of Presentation: Sponsors: Catherine D'Anna, Public Relations Manager
Agenda Date: 02/19/2025		
19377-25	Minutes Approval of Board of Public Utilities Meeting Minutes - January 2025	Consent

File Number	Title	
	Department Name: DPU Drop Dead Date:	Length of Presentation: Sponsors: Board of Public Utilities
19438-25	Briefing/Report (Dept,BCC) - Action Requested Award of Bid No. IFB 25-33 for the Purpose of [Los Alamos Canyon Fiber Optic] with [Name of Vendor] in the Amount of \$[amount of contract], plus Applicable Gross Receipts Tax Department Name: DPU Drop Dead Date:	Consent Length of Presentation: Sponsors: James Alarid
19412-25a	Briefing/Report (Dept,BCC) - Action Requested Award of Bid No. IFB25-33 for the Purpose of Los Alamos Canyon Fiber Optic Extension for Water Production SCADA with [Name of Vendor] in the Amount of \$[amount of contract], plus Applicable Gross Receipts Tax Department Name: DPU Drop Dead Date:	Consent Length of Presentation: Sponsors: James Alarid, Deputy Utilities Manager - Engineering
19392-25a	Budget Item Approval of the Calculation of Revenue Transfer from Electric & Gas Funds for Operations during Fiscal Year 2024 and Approval of Budget Revision 2025-xx Department Name: DPU Drop Dead Date:	Dept Business Length of Presentation: Sponsors: Karen Kendall, Deputy Utilities Manager - Finance
19516-25	Briefing/Report (Dept,BCC) - Action Requested Review & Possible Approval of the Water & Energy Conservation Plan Department Name: DPU Drop Dead Date:	Dept Business Length of Presentation: Sponsors: Abbey Hayward, Water & Energy Conservation Coordinator
19401-25a	Budget Item Presentation of the DPU FY2026 Budget Department Name: DPU Drop Dead Date:	Dept. Business Length of Presentation: Sponsors: Karen Kendall
19378-25	Status Report Status Reports - January 2025 Department Name: DPU Drop Dead Date:	Status Reports Length of Presentation: Sponsors: Philo Shelton
19379-25	Calendar Tickler File for March through May 2025 Department Name: DPU Drop Dead Date:	Tickler Length of Presentation: Sponsors: Philo Shelton

Agenda Date: 02/25/2025

19412-25	Construction Contract	Consent
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File Number	Title	
	<p>Award of Bid No. IFB25-33 for the Purpose of Los Alamos Canyon Fiber Optic Extension for Water Production SCADA with [Name of Vendor] in the Amount of \$[amount of contract], plus Applicable Gross Receipts Tax</p> <p>Department Name: DPU Length of Presentation:</p> <p>Drop Dead Date: Sponsors: James Alarid, Deputy Utilities Manager - Engineering</p>	
19392-25	<p>Budget Item</p> <p>Approval of the Calculation of Revenue Transfer from Electric & Gas Funds for Operations during Fiscal Year 2024 and Approval of Budget Revision 2025-xx</p> <p>Department Name: DPU Length of Presentation:</p> <p>Drop Dead Date: Sponsors: Karen Kendall, Deputy Utilities Manager - Finance</p>	Consent
Agenda Date: 03/05/2025		
19399-25	<p>Calendar</p> <p>BPU Booth at Farmers Market</p> <p>Department Name: DPU Length of Presentation:</p> <p>Drop Dead Date: Sponsors: Board of Public Utilities</p>	Board Business
19398-25	<p>Briefing/Report (Dept, BCC) - No action requested</p> <p>Annual Update on Water System</p> <p>Department Name: DPU Length of Presentation:</p> <p>Drop Dead Date: Sponsors: Clay Moseley</p>	Dept Business
19396-25	<p>Briefing/Report (Dept, BCC) - No action requested</p> <p>Department of Public Utilities Annual Report - Fiscal Year 2024</p> <p>Department Name: DPU Length of Presentation:</p> <p>Drop Dead Date: Sponsors: Philo Shelton and Catherine D'Anna</p>	Dept. Business
19400-25	<p>Presentation</p> <p>Annual LANL Presentation on Environmental Goals</p> <p>Department Name: DPU Length of Presentation:</p> <p>Drop Dead Date: Sponsors: Philo Shelton</p>	Presentation
19569-25	<p>Presentation</p> <p>APWA Presentation</p> <p>Department Name: DPU Length of Presentation:</p> <p>Drop Dead Date: Sponsors: Philo Shelton, Utilities Manager</p>	Presentation
Agenda Date: 03/19/2025		
19404-25	<p>Minutes</p> <p>Approval of Board of Public Utilities Meeting Minutes for February 2025</p> <p>Department Name: DPU Length of Presentation:</p> <p>Drop Dead Date: Sponsors: Board of Public Utilities</p>	Consent

File Number	Title	
19401-25b	Budget Item Approval of the DPU FY2026 Budget Department Name: DPU Drop Dead Date:	Dept. Business Length of Presentation: Sponsors: Karen Kendall
19403-25	Briefing/Report (Dept, BCC) - No action requested DPU Quarterly Report - Fiscal Year 2025/Quarter 2 Department Name: DPU Drop Dead Date:	Dept. Business Length of Presentation: Sponsors: Philo Shelton and Catherine D'Anna
19405-25	Status Report Status Reports for February 2025 Department Name: DPU Drop Dead Date:	Status Reports Length of Presentation: Sponsors: Philo Shelton
19406-25	Calendar Tickler File for March to June 2025 Department Name: DPU Drop Dead Date:	Tickler Length of Presentation: Sponsors: Philo Shelton
Agenda Date: 04/02/2025		
19585-25	Briefing/Report (Dept, BCC) - No action requested Announcement of BPU Vacancy Department Name: DPU Drop Dead Date:	Board Business Length of Presentation: Sponsors: Board of Public Utilities
19591-25	Personnel Matter Statement Regarding Closed Session Department Name: DPU Drop Dead Date:	Call to Order Length of Presentation: Sponsors: Board of Public Utilities
19586-25a	Closed Session Begin Utilities Manager Performance Review Department Name: DPU Drop Dead Date:	CLOSED SESSION Length of Presentation: Sponsors: Board of Public Utilities
19579-25	Presentation Electric Cost of Service and Rate Study Presentation Department Name: DPU Drop Dead Date:	Presentation Length of Presentation: Sponsors: Karen Kendall, Deputy Utilities Manager - Finance
19577-25	Presentation UAMPS Presentation by Mason Baker, CEO/General Manager Department Name: DPU Drop Dead Date:	Presentations Length of Presentation: Sponsors: Philo Shelton

File Number	Title	
19580-25	Briefing/Report (Dept, BCC) - No action requested Annual Update: Results of the Voice of the Customer Survey Department Name: DPU Drop Dead Date:	Presentations Length of Presentation: Sponsors: Catherine D'Anna, Public Relations Manager
19583-25	Briefing/Report (Dept,BCC) - Action Requested Annual Update: Electric Reliability Plan (ERP) for FY2025 Department Name: DPU Drop Dead Date:	Presentations Length of Presentation: Sponsors: Stephen Marez
19584-25	Briefing/Report (Dept, BCC) - No action requested Biannual Update: Integrated Resource Plan (IRP) Implementation Department Name: DPU Drop Dead Date:	Presentations Length of Presentation: Sponsors: Ben Olbrich, Deputy Utilities Manager - Power Supply
Agenda Date: 04/16/2025		
19582-25	Minutes Approval of BPU Meeting Minutes for March 2025 Department Name: DPU Drop Dead Date:	Consent Length of Presentation: Sponsors: Board of Public Utilities
OR1043-25a	Ordinance Incorporated County of Los Alamos Ordinance No. ____ Regarding Electric Rates Department Name: DPU Drop Dead Date:	Public Hearing Length of Presentation: Sponsors: Karen Kendall, Deputy Utilities Manager - Finance
19589-25	Status Report Status Reports for March 2025 Department Name: DPU Drop Dead Date:	Status Reports Length of Presentation: Sponsors: Philo Shelton
19590-25	Calendar Tickler File for May - July Department Name: DPU Drop Dead Date:	Tickler Length of Presentation: Sponsors: Philo Shelton