



**AMENDMENT NO. 1
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 24-46b**

This **AMENDMENT NO. 1** ("Amendment") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Bonfire Fiber LLC**, a Colorado limited liability company, a Colorado limited liability company ("Contractor"), collectively (the "Parties") to be effective for all purposes July 29, 2026 ("Effective Date").

WHEREAS, Parties entered into Agreement No. AGR24-46b dated November 20, 2024, recorded with the County Clerk's Office as Document No. LACF24-0916 (the "Agreement") for the Design, Construction and Operation of a Community Broadband Network; and

WHEREAS, both Parties wish to amend the Agreement to add the costs and requirements for the initial sixty percent (60%) of Fiber Drops (connections to the network at the election of network subscribers) to this Agreement and remove them from Agreement AGR24-46a, the Agreement for Network Design and Construction, as network drop activities are better suited for Network Operations; and

WHEREAS, the County Council approved this Agreement at a public meeting held on July 28, 2026; and

NOW, THEREFORE, for good and valuable consideration, Parties agree as follows:

- I. Delete **SECTION D. COMPENSATION** in its entirety and replace it with the following:

SECTION D. COMPENSATION:

1. **Amount of Compensation.** The total amount payable under this Agreement for all Services identified herein shall be in accordance with rates identified in Exhibit B-1 and shall be payable according to the terms set forth below. The total not-to-exceed compensation amount payable hereunder shall not exceed TWENTY-TWO MILLION ONE HUNDRED SIXTEEN THOUSAND ONE HUNDRED TWENTY-SIX AND 12/100 DOLLARS (\$22,116,126.12), which amount does not include applicable New Mexico Gross Receipts Taxes (NMGRT).
 - a. **Fiber Drop Services Requested by the Initial 60% of County Residents or Commercial Customers.** For the initial sixty percent (60%) acceptance rate for subscribers who initially accept service, Contractor shall bill County for at the per installation rate detailed in Exhibit B-1. During the first five-year term of this Agreement, the total costs for initial new Fiber Drops are not to exceed SIX MILLION TWO HUNDRED SIXTEEN THOUSAND ONE HUNDRED TWENTY-SIX AND 12/100 DOLLARS (\$6,216,126.12), which amount does not include applicable NMGRT.
 - b. **Fiber Drop Services Requested Subsequent to Initial CBN Construction.** After construction, completion and acceptance by the County of any portion of the CBN, subsequent requests for new Service from property owners that failed

to request, consent and submit signed Access Agreements for Service when the CBN was initially constructed in the area of the requestor, shall be billed to the County at the rates described in Exhibit B-1, for new fiber drops in excess of the sixty percent (60%) acceptance rate detailed above. During the first five-year term of this Agreement, the total costs for subsequent new Fiber Drops are not to exceed FIVE MILLION ONE HUNDRED NINETEEN THOUSAND SEVEN HUNDRED FORTY-SIX AND 40/100 DOLLARS (\$5,119,746.40), which amount does not include applicable NMGRT. Compensation for the subsequent additional fiber drops shall be paid in accordance with the rate schedule set out in Exhibit B-1, attached hereto and made a part hereof for all purposes. To the extent that County owes Contractor for Fiber drops as described above, County will reimburse the Contractor for any reimbursement outstanding as of the end of such fiscal year, within 30 days after the end of each fiscal year during the term.

- c. **Network Operating, Business Operations and Network Operator expenses.** Network Operating, Business Operations and Network Operator expenses shall be funded through Subscriber Fees. Should expenses related to unexpected repairs over \$10,000 per occurrence, or scheduled network infrastructure replacements exceed the Network Operating Expense proceeds collected through subscriber fees, County may provide reimbursement of such shortfall upon request from Contractor and written justification, any such reimbursement must not exceed the Not-to-Exceed amount stated in Section D(1) above.

- 2. **Total Not-to-Exceed Compensation Amount.** The Parties understand that County can only utilize Contractor's Services which are not covered by subscriber fees, 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. Any increase to the not-to-exceed compensation amount provided herein must be authorized by an Amendment to this Agreement, pursuant to Section AF. 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 reporting of expenses to County, as well as monthly reports of amounts collected from Subscriber Fees and invoices for Fiber Drop Costs as described in Section D(1), to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. The monthly report detailing Subscriber Fees shall be detailed enough to delineate the various components of the fees collected. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the written invoice.

- II. **Delete Exhibit B, Compensation Rate Schedule** in its entirety and replace it with the attached Exhibit B-1.

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

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 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**
ANNE W. LAURENT
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

BONFIRE FIBER LLC, A COLORADO LIMITED
LIABILITY COMPANY

BY: _____ **DATE**
BRIAN HOLLISTER
CHIEF EXECUTIVE OFFICER

**Exhibit B-1
Network Fees and Rate Schedule
AGR24-46b**

Wholesale Pricing to ISPs

Contractor shall provide the below listed rates to ISPs. ISPs are responsible for establishing their end customer pricing to be billed to Subscribers. The rates billed by ISPs may vary. County reserves the right to adjust the Network Infrastructure fee throughout the term of the Agreement.

1. The speed tiers offered shall provide symmetrical service (stated speed shall apply to both upload and download speeds).
2. The speed tiers from 250 Mbps through 2 Gbps shall be offered to Subscribers from launch throughout the term.
3. Contractor shall offer the 5 Gbps speed tier beginning in year three (3) of the term.
4. Contractor shall offer the 10 Gbps speed tier beginning in year six (6) of the term.
5. Contractor shall offer the 25 Gbps speed tier beginning in year ten (10) of the term.
6. Contractor shall offer the 50 Gbps speed tier beginning in year fifteen (15) of the term.
7. The Network Operator Fee shall be billed at \$17.25 per month per Subscriber in year 1, increasing each year thereafter by the amount equal to the lesser of Consumer Price Index (CPI)* increase or three percent (3%).

***The CPI utilized for the purposes of adjusting the Network Operator Fee shall be the Bureau of Labor Statistics (BLS) CPI for Education and Communication, Communication, Internet Services and Electronic Information Providers. The measure of the CPI percentage increase or decrease shall be calculated utilizing the proceeding twelve full months period.**

Subscriber Initiation Fee Description	Amount
One-Time Sign-up Fee – Residential	\$49.00
One-Time Sign-up Fee – Business	\$99.00
One-Time Installation Fee - Residential	\$99.00
One-Time Installation Fee - Business	\$199.00

Description	Speed Tier - Residential						
	250 Mbps	1 Gbps	2 Gbps	5 Gbps	10 Gbps	25 Gbps	50 Gbps
Network Operating Expenses*	\$8.32	\$8.32	\$8.32	\$8.32	\$8.32	\$8.32	\$8.32
Business Operating Expenses**	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42
Network Operator Fee (Year 1)	\$17.25	\$17.25	\$17.25	\$17.25	\$17.25	\$17.25	\$17.25
Wholesale Price to ISP (SUM of ABOVE ITEMS)	\$27.99	\$27.99	\$27.99	\$27.99	\$27.99	\$27.99	\$27.99
Network Infrastructure Fee***	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00

ISP Fee - Variable dependent on ISP Agreements	Varies	Varies	Varies	Varies	Varies	Varies	Varies
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	Speed Tier - Small/Medium Business						
Description	250 Mbps	1 Gbps	2 Gbps	5 Gbps	10 Gbps	25 Gbps	50 Gbps
Network Operating Expenses*	\$8.32	\$8.32	\$8.32	\$8.32	\$8.32	\$8.32	\$8.32
Business Operating Expenses**	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42
Network Operator Fee (Year 1)	\$17.25	\$17.25	\$17.25	\$17.25	\$17.25	\$17.25	\$17.25
Wholesale Price to ISP (SUM of ABOVE ITEMS)	\$27.99	\$27.99	\$27.99	\$27.99	\$27.99	\$27.99	\$27.99
Network Infrastructure Fee***	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
ISP Fee - Variable dependent on ISP Agreements	Varies	Varies	Varies	Varies	Varies	Varies	Varies

*Network Operating Expenses consist of – Equipment Software, Colocation, Transport/Middle Mile, Fiber Maintenance and Equipment Refresh.

**Business Operating Expenses consist of – Insurance, Bad Debt Reserve, Pole Attachment and Conduit Maintenance fees.

***County reserves the right, at its sole discretion, to adjust the Network Infrastructure fee throughout the term of this Agreement. The County may do so in any manner it chooses including utilizing a CPI to calculate the adjustment. One example of a CPI the County may utilize for the purposes of adjusting the Network Infrastructure Fee may be the Bureau of Labor Statistics (BLS) CPI for Education and Communication, Communication, Internet Services and Electronic Information Providers. If such CPI is utilized, the measure of the CPI percentage increase shall be calculated utilizing the proceeding twelve full months period.

Year	Network Operator Fee (per month per Subscriber Fee, not to exceed 3% year over year increase)
1	\$17.25
2	\$17.77
3	\$18.30
4	\$18.85
5	\$19.42
6	\$20.00
7	\$20.60
8	\$21.22
9	\$21.85
10	\$22.51

11	\$23.18
12	\$23.88
13	\$24.59
14	\$25.33
15	\$26.09
16	\$26.87
17	\$27.68
18	\$28.51
19	\$29.37
20	\$30.25

Fiber drop Costs to units within the initial 60% acceptance rate estimate shall be billed to County in the amount of \$1,026.78 per unit. The approved LLD design increased the number of passing from the original 10,014 anticipated to 10,090, resulting in a 60% acceptance rate equating to 6,054 units.

Description	Cost
Network Drop @ 60% of all passings	\$6,216,126.12
Initial Network Drop Costs Not-to-Exceed	\$6,216,126.12

Fiber Drop Costs to units in excess of the 60% acceptance rate estimate shall be billed to County in the amount of \$1,022.80 per unit, this rate shall apply to Premises which are in excess of the original 60% of total passings established during construction and initial acceptance of the network.

Description	Cost
Network Drop @ 40% of all passings	\$4,096,946.40
Network Drop Costs Over 10,014 Passings	\$1,022,800.00
Additional Network Drop Costs Not-to-Exceed	\$5,119,746.40

Anticipated Operating Expenses

Operating Expenses	Amount
Equipment Refresh (20 years)	\$3,736,843.00
Network Operating Expenses (20 years)	\$7,329,781.00
Operational Expenses (20 years)	\$3,329,454.00
	\$14,396,078.00

Operating expenses shall be funded through monthly Subscriber fees, the amounts listed above and described below are the anticipated expenses for the full potential 20-year term, assuming County extends for all optional term extensions.

Equipment Refresh: Cost of refreshing Network equipment (assuming a useful life of five years) on a rolling basis, beginning in year 6 of Network operations. Total equipment refresh costs are estimated at \$3,736,843 over the 20-year operating term.

Network Operating Expenses: Including equipment software, colocation, transport or middle mile, and fiber maintenance expenses. Total Network operating expenses are projected to be \$7,329,781 over the 20-year operating term.

Operational Expenses: Including insurance, bad debt reserves, and pole attachment fees. Total Operational expenses are projected to be \$3,329,454 over the 20-year operating term.

Unit Prices for Maintenance and Repair Work Billing

Description	UM	Unit Price
LOS ALAMOS COUNTY, NM HTTP - LABOR		
ENGINEERING		
ENG - HLD	LF	\$ 0.20
ENG - AR	LF	\$ 2.21
ENG - UG	LF	\$ 1.17
UNDERGROUND		
BM60(1-3") (1) Bore Hole Directional Bore - 3" (pullback not included)	LF	\$ 28.73
BM60(1-5") (1) Bore Hole Directional Bore - 5" (pullback not included)	LF	\$ 32.26
BM60(1-8") (1) Bore Hole Directional Bore - 8" (pullback not included)	LF	\$ -
BFV (1x0.75") IE Pull Back HDPE 1 - (0.75")	LF	\$ 2.01
BFV (1x1.25") IE Pull Back HDPE 1 - (1.25")	LF	\$ 2.01
BFV (2x1.25") IE Pull Back HDPE 2 - (1.25")	LF	\$ 2.24
BFV (3x1.25") IE Pull Back HDPE 3 - (1.25")	LF	\$ 2.24
Microtrench-Mainline	LF	\$ 35.90
Microtrench-Laterals	LF	\$ 46.92
Microtrench-Flowerpot install	EACH	\$ 597.83
Microtrench-Pedestal install	EACH	\$ 597.83
BFV (1x0.75") T Trench HDPE 1 - (0.75")	LF	\$ 14.30
BFV (1x1.25") T Trench HDPE 1 - (1.25")	LF	\$ 14.30
BFV (2x1.25") T Trench HDPE 2 - (1.25")	LF	\$ 14.30
BFV (3x1.25") T Trench HDPE 3 - (1.25")	LF	\$ 14.30
UO1-96 Place Fiber in new duct (up to 96 ft)	LF	\$ 2.19
UO1-96 - COIL Place Fiber Coil in new Handhole (up to 96 ft)	LF	\$ -
UO144-288 Place Fiber in new duct (144 - 288 ft)	LF	\$ 2.19
UO144-288 - COIL Place Fiber Coil in new Handhole (144 - 288f)	LF	\$ -
UO MST TERM Place MST Term in Handhole	EACH	\$ 250.96

UO(TAIL) PER FT LBR Place Terminal Tail in Duct	LF	\$ 1.76
UO432 Place Fiber In New Duct	LF	\$ 2.33
UOxxxIE Proof and Pull / Place Fiber in Existing duct (any size up to 288f)	LF	\$ 2.19
BHF(17x30x24) Place Handhole (17"x30"x24") w/ Ground Assy	EACH	\$ 216.58
BHF(24x36x24) Place Handhole (24"x36"x24") w/ Ground Assy	EACH	\$ 558.22
BHF(30x48x36) Place Handhole (30"x48"x36") w/ Ground Assy	EACH	\$ 771.66
Vac out area and tie existing ducts to vault-Burn Zone	EACH	\$ 1,500.00
Pedestals	EACH	\$ 355.00
BHF - FP Place 9" Flower Pot	EACH	\$ 89.62
BM53(6) PL Place Test Station (Ground Assembly w/ Handholes)	EACH	\$ 89.62
BM21 OLT Site Prep - Pour and Place 8'x8' x8" Concrete Pad, etc.	EACH	\$ 6,223.59
Cabinet Place OLT Cabinet on BM21 Site	EACH	\$ 80,664.77
AERIAL		
CS(6M) Place New 3M Strand (Includes all hardware, dead ends, bolts, clamps, etc.)	LF	\$ 1.79
Lash (1) Fiber Cable (any size up to 288 ft)	LF	\$ 1.79
Lash (2) Fiber Cable (any size up to 288 ft)	LF	\$ 2.08
Lash (3) Fiber Cable (any size up to 288 ft)	LF	\$ 3.80
BM80 Place 1" 8' U-Guard	EACH	\$ 84.82
BM86(2) Place 2" PVC Riser	EACH	\$ 84.82
PE 1-2 Place Anchor & Guy with Guy Guard	EACH	\$ 503.03
PM-SHSH Place Snowshoe (pair)	EACH	\$ 225.18
CO MST TERM Place Aerial MST Term	EACH	\$ 331.62
CO(TAIL) PER FT LBR Lash Terminal Tail to Strand	LF	\$ 3.59
SPLICING		
HO1 Fusion Splice Fiber	EACH	\$ 36.43
HO3 Plug Connector into Device (splitter, hub, etc.)	EACH	\$ 21.78
HUSO (144) Place / Prep Splice Closure up to 144 ft (450B) - includes trays, splitters, etc.	EACH	\$ 448.14
HUSO (144) Aerial Place / Prep Splice Closure up to 144 ft (450B) - Aerial - includes trays, splitters, etc.	EACH	\$ 492.96

HUSO (288) Place / Prep Splice Closure 193-288 ft	EACH	\$ 403.32
HO6 OTDR Test - Uni-Directional	EACH	\$ 12.70
HO6A OTDR Test - Bi-Directional	EACH	\$ 25.46
FDH (288) Place Fiber Distribution Hub Adjacent To Handhole (288 Port)	EACH	\$ 1,541.59
MISCELLANEOUS / ADDERS		
ROCK Rock Adder (Bore)	LF	\$ 87.17
ROCK CBL Cobble Adder (Bore)	LF	\$ 65.38
ROCK Rock Adder (Trench)	LF	\$ 62.78
ROCK CBL Cobble Adder (Trench)	LF	\$ 53.80
BM73A Concrete R/R (up to 6")	SF	\$ 51.58
BM72A Asphalt R/R (up to 6")	SF	\$ 33.07
BM73A Concrete R/R (up to 6") microtrench areas	SF	\$ 55.23
BM72A Asphalt R/R (up to 6") microtrench areas	SF	\$ 45.18

- A. The value of any Work required for maintenance, repair or upgrade of the network or any claim for an adjustment in the Contract Price will be determined as follows:
1. Where the Work involved is covered by unit prices contained in the Solicitation Documents, by application of such unit prices to the quantities of the items involved.
 2. Where the Work involved is not covered by unit prices contained in the Solicitation Documents, by a mutually agreed lump sum.

All installation, service, subscription, and other rates shown hereby may be discounted by Contractor at any time on a non-discriminatory basis without notice to County.