SERVICE AGREEMENT
ANNUAL EXTENSION – YEAR 2 OF 5
(RFP No. 14-15-007)

Pursuant to Section 7, EXTENSION, CHANGES AND AMENDMENTS of the Hydrology, Hydrogeology & Water Resources Services Service Agreement (Agreement) dated November 6, 2014 between the City of Las Cruces (City) and John Shomaker & Associates, Inc. (Contractor), the City and Contractor agree to renew the Agreement for a period of one (1) year, to begin November 6, 2015 and terminate November 5, 2016.

All other terms of the Service Agreement remain the same.

AGREED:

JOHN SHOMAKER & ASSOCIATES, INC.

Aug 25, 2015
Signature Date

Roger Peery, CFO
Printed Name/Title

CITY OF LAS CRUCES

Deb Smith 8/25/15
Deb Smith Date
Purchasing Manager

Client#: 825012 JOHNSHOM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/25/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Theresa Jackson	
HUB International Ins Svcs Inc P.O. Box 90756 Albuquerque, NM 87199-0756 800-800-5661 / CA Lic# 0757776	PHONE (A/C, No, Ext): 505-828-4136	FAX (A/C, No): 866-487-3972
	E-MAIL ADDRESS: theresa.jackson@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : CNA Insurance Companies	999999
INSURED John Shomaker & Associates Inc Debi Garcia 2611 Broadbent Prkwy NE Albuquerque, NM 87107	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		4034680389	08/01/2015	08/01/2016	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			4034680425	08/01/2015	08/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			4034680473	08/01/2015	08/01/2016	EACH OCCURRENCE	$3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$3,000,000
	DED X RETENTION $10000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			6011635475	08/11/2015	08/11/2016	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional			EEH288341818	01/08/2015	01/08/2016	$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

For Information Purposes Only

CERTIFICATE HOLDER

City of Las Cruces
680 N Motel Blvd
Las Cruces, NM 88004

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert L. Machcock

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City of Las Cruces
PEOPLE HELPING PEOPLE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this November 3rd 2014 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and John Shomaker and Associates, Inc., of 2611 Broadbent Parkway NE Albuquerque, NM 87110, hereinafter called "ENGINEER".

1. PROJECT DESCRIPTION

Hydrology, Hydrogeology, and Water Resources Services

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the ENGINEER shall perform SERVICES, as proposed in response to the CITY'S RFP No. 14-15-007, incorporated herein by reference and as set forth in Exhibit A, attached hereto and made a part of this Agreement.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to ENGINEER. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by ENGINEER and shall be final.

4. COMPENSATION
The CITY shall compensate ENGINEER for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. ENGINEER shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed.

ENGINEER is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. ENGINEER agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
ENGINEER will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE

This Agreement shall become effective on date of award for one year and pending mutual written agreement, may be extended annually thereafter for up to four (4) more years.

ENGINEER shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and ENGINEER and as agreed to for each project assigned under the terms of this Agreement (Exhibit B).

7. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall ENGINEER be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY

The CITY may make changes within the general scope of the SERVICES plus may also request ENGINEER to perform other extra services not incorporated within the Services set forth in this Agreement. If the ENGINEER is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, ENGINEER shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the ENGINEER within five (5) business work days from the date of receipt of ENGINEER"S written notification.

9. CHANGES AND EXTRA SERVICES BY THE ENGINEER

In the event a condition is identified by the ENGINEER which, in the opinion of the ENGINEER, changes the services, costs, and/or time required for performance under this Agreement, the ENGINEER shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of ENGINEER'S notification.

10. DELAYS

In the event that performance of SERVICES is delayed by causes beyond reasonable control of ENGINEER, and without the fault or negligence of ENGINEER, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. ENGINEER shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by ENGINEER to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days of written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to ENGINEER.

In the event of termination, ENGINEER shall be compensated for all services performed and costs incurred up to the effective date of termination for which ENGINEER has not been previously compensated.

Upon receipt of notice of termination from the CITY, ENGINEER shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by ENGINEER in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

ENGINEER will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and ENGINEER will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the ENGINEER shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT ENGINEER

ENGINEER represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. ENGINEER,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that ENGINEER employs any employees, ENGINEER shall be solely responsible for providing its own form of insurance for its employees and in no event shall ENGINEER's employees be covered under any policy of the CITY.

ENGINEER'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) ENGINEER is able, during the Term hereof, to perform services for other parties; and (ii) ENGINEER may perform for its own account other professional services outside the scope of this Agreement.

ENGINEER is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, ENGINEER will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, ENGINEER shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. ENGINEER will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which ENGINEER accomplishes and performs its services. Nevertheless, ENGINEER shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between ENGINEER and CITY. Except as otherwise specifically set forth herein, neither ENGINEER nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

ENGINEER shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

ENGINEER shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

a. Professional Liability: $1,000,000 per claim

ENGINEER shall furnish the CITY with a certificate(s) of insurance showing ENGINEER and Subcontractors, if any, have complied with this Article. The ENGINEER shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION

ENGINEER shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of ENGINEER, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

ENGINEER shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the ENGINEER'S services or any work done pursuant to this Agreement.

20. BREACH

In the event ENGINEER breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give ENGINEER written notice of such breach. In the event ENGINEER fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy ENGINEER'S breach and recover any and all costs and expenses in so doing from ENGINEER.

21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and ENGINEER under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

In the event of termination, ENGINEER shall be compensated for all services performed and costs incurred up to the effective date of termination for which ENGINEER has not been previously compensated.

Upon receipt of notice of termination from the CITY, ENGINEER shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by ENGINEER in the performance of this Agreement, whether completed or in process.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004
	ATTENTION: Carl Clark, P.E., Interim Res/TS Administrator
With Copies to:	City Attorney
	Purchasing Manager
TO ENGINEER:	John Shomaker and Associates, Inc. 2611 Broadbent Parkway NE Albuquerque, NM 87110
	ATTENTION: Roger Peery, CPG

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

JOHN SHOMAKER AND ASSOCIATES, INC.

BY: _____

Roger Peery, CPG
CEO/Principal Hydrologist

Oct. 27, 2014
Date

CITY OF LAS CRUCES

BY: Karen Medina

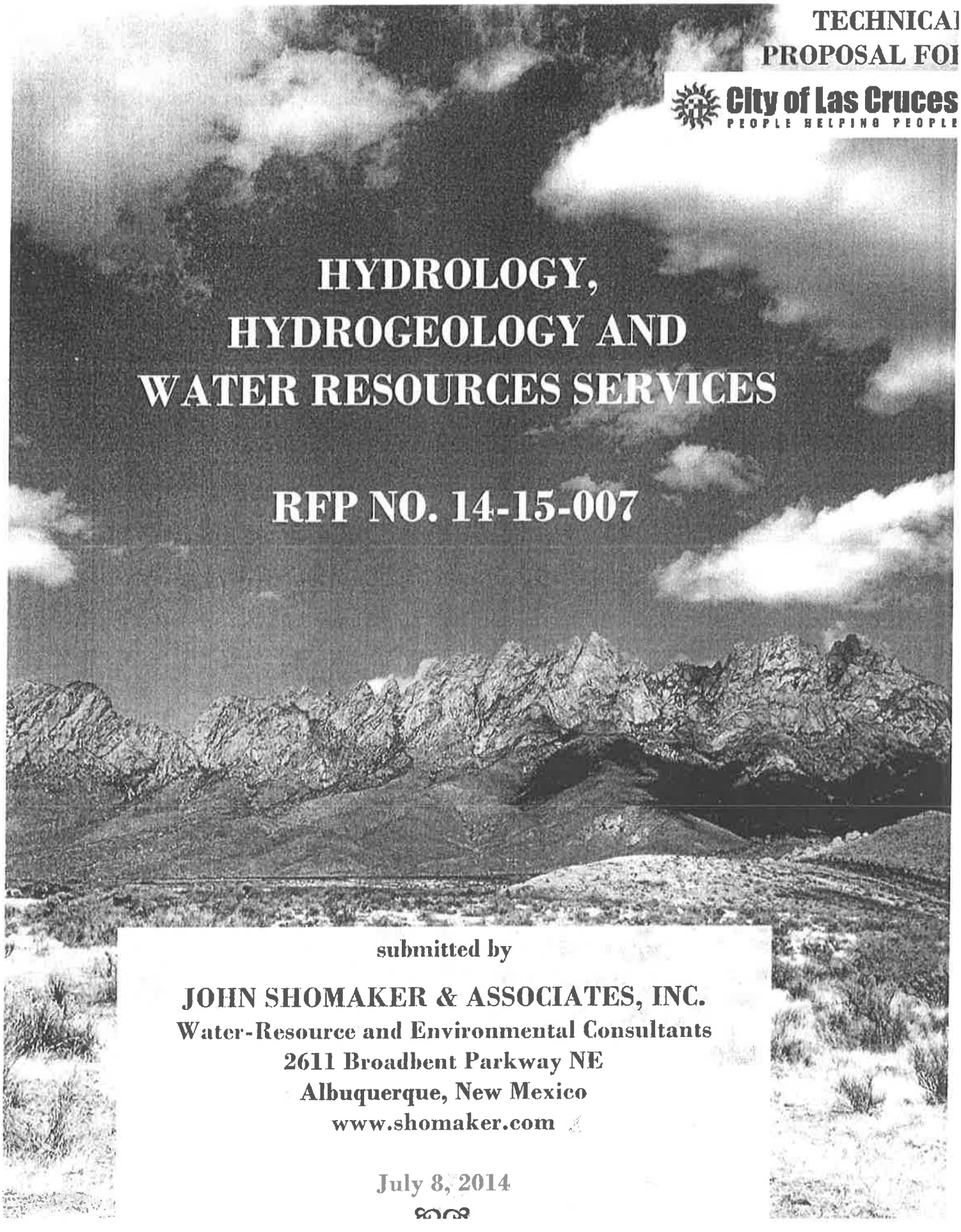
Karen Medina
Purchasing Manager

11/3/14
Date

APPROVED AS TO FORM

_____

City Attorney



TECHNICAL
PROPOSAL FOR

City of Las Cruces
PEOPLE HELPING PEOPLE

HYDROLOGY, HYDROGEOLOGY AND WATER RESOURCES SERVICES

RFP NO. 14-15-007

submitted by

JOHN SHOMAKER & ASSOCIATES, INC.
Water-Resource and Environmental Consultants
2611 Broadbent Parkway NE
Albuquerque, New Mexico
www.shomaker.com

July 8, 2014

City of Las Cruces®
PEOPLE HELPING PEOPLE

RFP COMPLIANCE DECLARATION

RFP TITLE: Hydrology, Hydrogeology, and Water Resources Services

RFP NO.: 14-15-007

DUE DATE/TIME: July 10, 2014 / 4:00 p.m.

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 0 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

JOHN SHOMAKER & ASSOCIATES, INC.

Water-Resource and Environmental Consultants

2611 Broadbent Parkway NE

Albuquerque, New Mexico 87107

Authorized Signature

Roger Peery, CPG
Typed or Printed Name

CEO/Principal Hydrogeologist
Title

rpeery@shomaker.com
Email

Telephone number 505-345-3407 Fax number 505-345-9920

NM Tax & Revenue Dept. CRS # 02-058266-008

Current NM Public Regulatory Commission Registration # 1306836 (corporations only)

Current CLC Business Registration # NA (respondents located in Las Cruces only)

Federal I.D. number 85-0345462 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes ____ No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

JOHN SHOMAKER & ASSOCIATES, INC.
WATER-RESOURCE AND ENVIRONMENTAL CONSULTANTS
2611 BROADBENT PARKWAY NE
ALBUQUERQUE, NEW MEXICO 87107
(505) 345-3407, FAX (505) 345-9920
www.shomaker.com

July 8, 2014

City of Las Cruces
ATTN: Purchasing Department/Bid Clerk
700 N. Main Street, Room 3134
Las Cruces, New Mexico 88001

Re: RFP NUMBER 14-15-007, Hydrology, Hydrogeology and Water Resources Services

Dear Purchasing Department:

John Shomaker & Associates, Inc. (JSAI) is very pleased to present the attached proposal for providing Professional Hydrogeologic and Water Resource Services to the City of Las Cruces. JSAI has performed numerous projects for the City since 1986. Projects JSAI has completed for the City include developing groundwater-flow models, and contaminant-transport model for the Griggs and Walnut site, water rights, water level monitoring program, drilling specifications for municipal water supply and monitor wells, water quality sampling, development of the 40-year water plan, sampling of wells and preparation of reports for the Foothills Landfill, and oversight during the completion of municipal water-supply wells, and many other hydrogeologic and water resource related services.

We greatly appreciate the opportunity to submit this proposal, and look forward to continuing our successful working relation with the City.

Sincerely,

JOHN SHOMAKER & ASSOCIATES, INC.

Roger Peery, CPG
CEO/Principal Hydrogeologist

RP:rp

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1.0 QUALIFICATIONS/COMPETENCE OF PROJECT TEAM MEMBERS TO PERFORM THE WORK

John Shomaker & Associates, Inc. (JSAI) has an extremely competent and qualified team of Hydrologists, Hydrogeologists, and support staff ready and available to work on City of Las Cruces (City) projects. Currently, our staff consists of 10 Hydrogeologists, one Hydrogeologist/Geochemist, one Hydrologist, two Hydrogeologist/GIS-AutoCAD Operators, a Technical Report Specialist, a Controller, an Office Coordinator, and a Project Assistant.

Because JSAI specializes in Professional Hydrogeologic and Water Resource Services, our staff has extensive experience related to groundwater development, groundwater-flow modeling, water-rights and water-resource assessments, water planning, and environmental hydrogeology and geochemistry. The majority of key team members that would perform work on projects for the City have worked on City projects for more than a decade. We are certain that our familiarity with the City's water supply wells, environmental sites, water rights, and hydrogeology of the area will continue to prove beneficial to the City. JSAI has worked with the City since 1986 and has a good successful working relation with the City. The percentage of time that each person would be assigned to various projects may range from a small percentage to 100 percent, and will be dependent on the nature of the work and specific requirements of the project. Qualification summaries for key team members are presented below.

John Shomaker, President/Senior-Principal Hydrogeologist, PhD, is one of the most well respected Hydrogeologists in New Mexico and has been recognized by a number of organizations for work as a Hydrogeologist. Dr. Shomaker has provided technical support and expert witness testimony on behalf of the City for water-rights issues in the Mesilla and Jornada Basins, and performed analyses of geophysical logs for determining the final completion of water-supply wells. Dr. Shomaker also has extensive experience with water-rights issues in the Lower Rio Grande, in terms of New Mexico Office of the State Engineer (NMOSE) administration of water rights, in addition to legal issues related to the Rio Grande Compact. As President of JSAI, Dr. Shomaker also provides technical review of reports generated by JSAI. Dr. Shomaker routinely provides expert witness testimony for water rights issues, as well as develops technical exhibits for water rights and other matters.

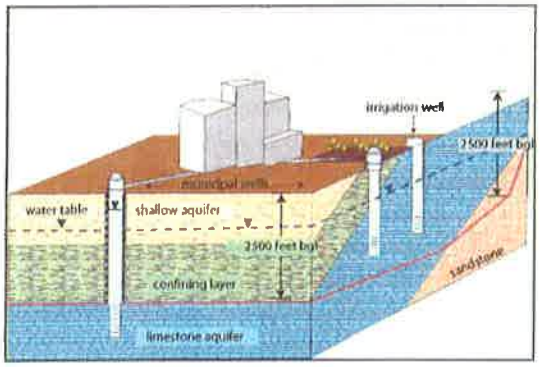
Steve Finch, Principal Hydrogeologist-Geochemist, CPG, has worked on projects for the City for more than 20 years. Mr. Finch has been the JSAI Project Manager for the Griggs and Walnut superfund site. He developed methods for modifying and using existing City production wells to pump back contaminated groundwater associated with the site. He also determined pumping rates and durations for maximizing contaminant capture while minimizing quantity of water pumped, thereby reducing the quantity of water that needs to be treated. He co-authored the Aquifer Storage and Recovery (ASR) assessment of the Mesilla and Jornada Basins, and, as a Geochemist, provided evaluation of the geochemical compatibility of water in the aquifer and potential water which would be used for ASR. Mr. Finch has personally developed numerous models used for assessing groundwater-flow and long-term pumping impacts, in addition to contaminant-transport modeling and particle tracking. He has worked extensively with the Jornada Basin groundwater-flow model and his original basin model was used successfully for the City's water rights applications. In concert with Las Cruces Utilities, Mr. Finch designed a water-level monitoring program that was subsequently implemented and includes monitoring of pumping and non-pumping water levels in the City's water-supply wells.

Roger Peery, CEO/Principal Hydrogeologist, CPG, has worked on numerous projects for the City since 1989. He developed the drilling specifications and was the project manager for monitoring wells MW-5 through MW-9 at the Foothills Landfill, has assisted the City with collecting samples from the wells for many years, and co-authored numerous reports for the landfill since 2000. Mr. Peery developed drilling specifications and was the Project Manager for the Jornada Basin nested piezometer, and various municipal water-supply well projects including Wells 66 and 72. Early this year, he developed drilling specifications for Wells 29, 31, and 32; all of which are scheduled to be drilled in 2014. In 2013, Mr. Peery and Mr. Finch designed and taught a two-day short course for Las Cruces Utilities that focused on the area hydrogeology, well drilling, completion, development, pumping tests, rehabilitation, and pumps. Mr. Peery also co-authored the 40-Year Water Development Plan, and the ASR assessment report of the Jornada and Mesilla Basins. He has developed technical exhibits and provided expert witness testimony for water rights and various other issues for many clients.

Annie McCoy, Senior Hydrogeologist, CPG, has worked on projects for the City for more than a decade. She has been the principal author for the City's annual sampling reports for the Foothills Landfill since 2002, and assisted the City with sample collection from the landfill monitoring wells for a number of years. She is also the principal author of the City's 40-Year Water Development Plan. Ms. McCoy's other responsibilities are associated with developing groundwater-flow models, preparation of reports for hydrogeologic evaluations, estimating watershed yield and groundwater recharge for entire watersheds, statistical evaluations of surface-water runoff and relation to precipitation, water quality, potential well yields, collection of water-quality samples, and oversight during well drilling and testing.

Mike Jones, Principal Hydrologist, specializes in numerical modeling, and has experience with all aspects of water models, and developing water balances. Mr. Jones has ongoing modeling projects in the United States, Argentina, Chile, Guatemala, Mexico, and British Columbia. The models he develops are water models that include the surface and groundwater systems, recharge, and surface water storage facilities. He also develops water balance models and meteorological models that can be coupled with the water models. He will be closely involved with modeling projects for the City.

Sherry Galemore, GIS Analyst, has developed maps and illustrations for all reports generated by JSAI for the City of Las Cruces for the last 20 years. These work products include, time series graphs, base maps and groundwater-elevation maps for groundwater-flow modeling projects at the Griggs and Walnut site, in the Jornada Basin, and maps for Las Cruces Foothills Landfill sampling reports. Ms. Galemore routinely develops GIS work products for many of JSAI's projects.

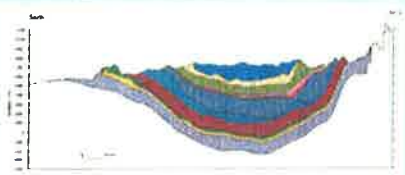


Phyllis Watley, Senior Technical Editor/ Draftsperson, has been with JSAI for almost 30 years and reviews all reports generated by JSAI personnel, including all reports generated by JSAI to date for the City, as well as assisting with graphics. Ms. Watley's work is part of a quality control process and includes reviewing reports for consistency, clarity, proper use of syntax, aesthetic quality, and formatting of all reports.

JSAI proposes to use **Jeff Kelsch** as a subcontractor for well drilling, completion, development, and testing projects. Mr. Kelsch has worked for JSAI as a subcontractor for over 10 years. He worked on the Jornada nested piezometer, and Well 59B, Well 66, and Well 72 for the City.

Other staff members will assist the Key Team Members as needed on various projects. JSAI also has professional administrative staff that assists Project Managers with contracts, budget tracking, and other administrative duties critical to success of projects. A summary of JSAI technical staff and relevant experience is provided in the table below.

TECHNICAL STAFF EXPERIENCE WITH NEW MEXICO WATER RESOURCES

	*municipal water-supply wells*	*well siting*	*hydrogeologic investigations*	*groundwater-flow models*	*piezometers*	*field data collection*	*water rights*	*water planning*
John W. Shomaker, President Primary Hydrogeologist	✓	✓	✓	✓	✓	✓	✓	✓
Steven T. Finch, Jr., Vice President Principal Hydrogeologist/Geochemist	✓	✓	✓	✓	✓	✓	✓	✓
Roger Peery CEO/Principal Hydrogeologist	✓	✓	✓	✓	✓	✓	✓	✓
Mike Jones Principal Hydrologist	✓	✓	✓	✓	✓	✓	✓	✓
Annie M. McCoy Senior Hydrogeologist	✓	✓	✓	✓	✓	✓	✓	✓
James B. Street Project Hydrogeologist	✓	✓			✓	✓		
Erwin Melis PhD Project Hydrogeologist	✓	✓	✓	✓		✓		✓
Jake Baggerman Hydrogeologist		✓	✓	✓		✓		✓
Sherry A. Fritz Hydrogeologist	✓	✓	✓			✓		
Marco Wikstrom Hydrogeologist	✓				✓	✓		
Daniel Apodaca Hydrogeologist	✓		✓	✓		✓		
Sherry B. Galemore AutoCAD Tech./Hydrogeologist	✓x	x	x	x	x	✓x	x	x
Lydia Martinez AutoCAD Tech./Hydrogeologist	✓x	x	x	x	x	✓x	x	x
Phyllis Watley Technician/Report Specialist/Draftsperson	x	x	x	x	x	x	x	x
Jeff Kelsch* Hydrogeologist	✓				✓	✓		

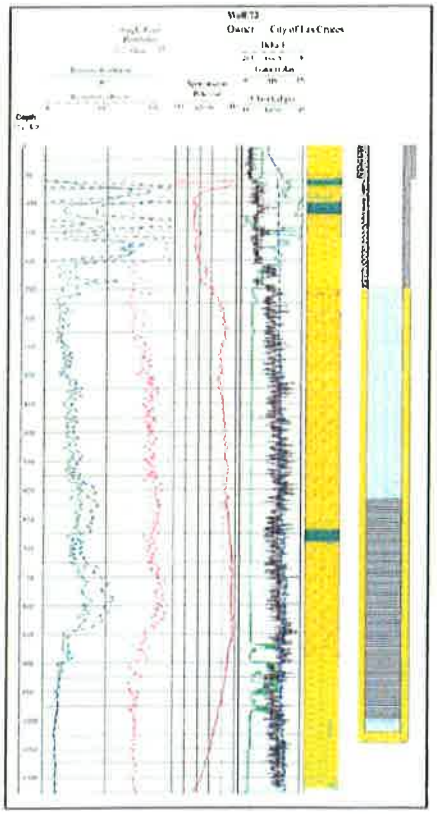
* Mr. Kelsch has worked for JSAI as a subcontractor on field projects related to the drilling, completion, and testing of large-capacity water-supply wells and nested piezometers, and the collection of water-quality samples.

2.0 CAPACITY AND CAPABILITY OF FIRM TO PERFORM THE PROJECT TIMELY

JSAI is a full-service Professional Hydrogeologic Firm that routinely completes projects such as those contemplated by the City. JSAI has also previously completed many of these types of projects for the City. Examples of relevant JSAI projects completed are provided below.

➢ *City of Las Cruces (1986 to present)*

- ✓ Developed a calibrated groundwater-flow and solute-transport model with contaminant transport and particle tracking for the Griggs and Walnut superfund site that encompasses all of the existing City of Las Cruces municipal wells in the Mesilla Basin (2005-2008). This project also included collaboration with other project consultants, Doña Ana County, and the Environment Protection Agency (EPA).
- ✓ Developed well drilling specifications for the Jornada nested piezometer and supply Wells 29, 31, 32, 66, 72, and 73 and provided Professional Hydrogeologic oversight during well drilling, completion, development, pumping tests, and water-quality sampling (Wells 29, 31, 32, and 73 have not been drilled).
- ✓ Reviewed geophysical logs from numerous boreholes for municipal wells and provided recommendations for screen settings and well completions.
- ✓ Updated and calibrated Jornada Basin groundwater-flow model (2008-2009).
- ✓ Developed and taught a short course for City staff related to large capacity water supply wells, pumping tests, well rehabilitation, and water quality.
- ✓ Developed monitoring program to collect pumping and non-pumping water levels from the municipal wells.
- ✓ Foothills Landfill: Water-quality sampling and preparation of compliance reports for the Foothills Landfill. Development of well drilling specifications for monitoring wells MW-2 through MW-9 and field oversight of the well drilling, completion, development, and testing.
- ✓ 40-Year Water Development Plan, which included consumptive use studies, future water demand projections, surface and groundwater quality, and water availability.
- ✓ Performed hydrogeologic studies of the Jornada, Mesilla, Hueco, and Nutt Hockett Basins to assess potential and feasibility for performing aquifer storage and recovery (ASR).
- ✓ Expert witness testimony before the NMOSE and preparation of technical exhibits related to water rights issues in the Jornada Basin.



➢ *Village of Ruidoso (1989 to present)*

- ✓ Developed technical exhibits and performed expert witness testimony before the NMOSE for several water rights applications. Models were developed to assess the surface water groundwater interaction as a result of pumping, and surface-water diversions to reservoirs.
- ✓ Reclaimed Water Studies: JSAI assessed the geochemical and hydrogeologic interaction between reclaimed water and groundwater. Study included evaluation of multiple sites using groundwater/surface-water modeling to determine quantity of water potentially lost to the surface-water system in the event ASR were to be performed. Study also included assessment and quantification of potential uses for reclaimed water.

- ✓ Developed well drilling specifications and provided oversight during drilling, completion, and testing of four large capacity water supply wells; developed well deepening specifications for four wells and performed oversight during the construction work, developed well rehabilitation specifications, and provided oversight during the work.
- ✓ Federal Permitting: Providing ongoing technical support during the Environmental Impact Study (EIS) with regard to the Village's renewal of special use permits on U.S. Forest Service lands for four supply wells.
- ✓ Conjunctive use of surface and groundwater: Provide recommendations for conjunctively using surface and groundwater to maximize the production of renewable water resources.

➢ *New Mexico Interstate Stream Commission (2003 to present)*

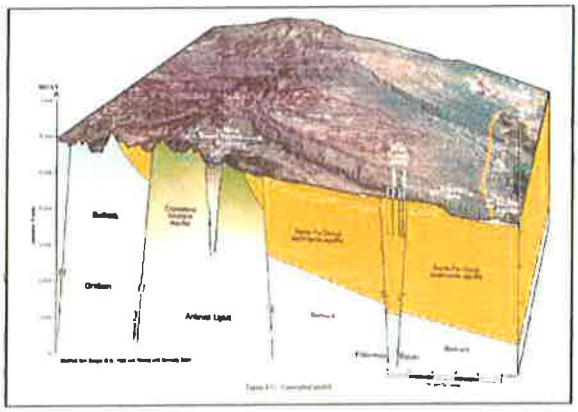
- ✓ Developed well drilling specifications and performed oversight during the drilling, completion, development and pumping tests of 13 large-capacity water-supply wells completed in artesian aquifers that are used to supplement flow in the Pecos River.
- ✓ Performed 72-day 10,000 gpm pumping test for the Seven Rivers Well Field, and collected data from the pumping wells and 30 observation wells.
- ✓ Developed a calibrated groundwater flow model of the Seven Rivers area using site-specific data from the 72-day pumping test to assess impacts from pumping the NMISC Pecos River augmentation well field.
- ✓ Expert witness testimony before the NMOSE including preparation of technical exhibits related to water rights issues in the Seven Rivers Well Field.

➢ *City of Alamogordo (1988 to present)*

- ✓ Responsible for hydrogeologic analysis related to locating, permitting, and developing the Snake Tank Desalination Well Field.
- ✓ ASR feasibility analysis and pilot program for the La Luz Well Field.
- ✓ Assisted with development of 40-Year Water Development Plan and implementation of water-supply alternatives.
- ✓ Improved the capacity of La Luz Well Field by implementing well replacement program.

➢ *Water Models for Barrick Gold, NM Copper Corp., and FMI (1985 to present)*

- ✓ Developed calibrated groundwater/surface-water models to support mine design and permitting in complicated hydrogeologic settings that include fractured rock, basin fill sediments, faults, recharge, and surface-water systems (pit lakes, storage facilities, rivers, and springs). Models generally include particle tracking to assess specific flow paths and in some instances contaminant fate and transport. Models are also used as management tools for production water needs or dewatering.
- ✓ Water Budget Models: These models are developed for watersheds to estimate precipitation, runoff, and ground infiltration for individual catchment basins. Models are also developed for water storage and treatment facilities.
- ✓ Meteorological Models: These models track quantities of precipitation, evaporation, snow accumulation and runoff, and are linked to groundwater/surface water models.



➢ *Timely*

JSAI considers the City of Las Cruces to be one of our more important, primary clients. When necessary, we will arrange the scheduling of our other projects to ensure that the work JSAI performs for the City is completed in a timely manner. We have been able to consistently complete our projects for the City on schedule, and will continue to do so.

➢ *List of Subcontractors*

JSAI proposes to use Jeff Kelsch as a subcontractor for well drilling, completion, development, and testing projects. Mr. Kelsch has worked for JSAI a subcontractor for many years and is the only subcontractor JSAI proposes to use (see section 1.0 for qualifications)... He worked on the Jornada nested piezometer, and Wells 59B, Well 66 and Well 72 for the City.

Jeff Kelsch P.O. Box 1726, Alpine, TX 79831, 432-386-8112

➢ *Location of Office Work*

All office work will be performed in our Albuquerque office.

3.0 MANAGEMENT STRUCTURE AND APPROACH TO THE PROJECT

JSAI is an employee-owned corporation that has been providing Professional Hydrogeologic Services for over 40 years. John W. Shomaker established the consulting practice in 1973 as a sole-proprietorship under the name John W. Shomaker, Consulting Geologist. In 1994, the name was changed to John Shomaker & Associates, Inc., Water-Resource and Environmental Consultants, to reflect the changes in the organization's scope and to recognize the dedicated, highly proficient staff that had been established.

JOHN SHOMAKER & ASSOCIATES, INC.
Water-Resource and Environmental Consultants
2611 Broadbent Parkway NE, Albuquerque, New Mexico 87107
505-345-3407, 800-920-3407, FAX 505-345-9920
Responsible Officer: Roger Peery, CEO/Principal Hydrogeologist
e-mail: rpeery@shomaker.com

Mr. Peery and Mr. Finch are principals of the firm and Principal members involved in project management. Mr. Peery and Mr. Finch are certified and registered Geologists. Roger Peery has over 26 years of experience as a Hydrogeologist and will be the Principal responsible for administration of the contract, will be directly in charge of the work, and will sign the contract. A summary of work he has completed for the City is included in Section 1.0 above.

The keys to successfully managing and completing projects are rooted in a clear understanding of the project goals and methodology for team members to fulfill the objectives within the defined project schedule. As with past projects for the City, **Roger Peery** will be the Project Manager for field work related projects, and **Steve Finch** will be the Project Manager for hydrogeologic assessment projects. JSAI proposes that each project with the City will involve the following process:

- Working closely with the City to develop a Scope of Work that clearly defines the project objectives, list of deliverables, timeline, cost estimate, and method of payment.
- Develop a not-to-exceed cost estimate for performing the work.
- Once a task order has been received by JSAI, assign staff with relevant experience to the project and review the objectives, deliverables, and schedule.
- Duties and responsibilities are assigned to each person working on the project, with a Principal Hydrogeologist in overall charge and management of the work.
- Project progress is reviewed at regular intervals of 1 to 2 weeks depending on the size and duration of the project. For field projects where sampling or well drilling work is taking place, daily updates are provided by JSAI field personnel to the City and the JSAI Principal in charge of the project.
- Data are compiled, analyzed, and interpreted, and presented in a draft report that includes appropriate graphs, figures, and tables.
- City comments on the draft report are incorporated and a final report is issued.

Descriptions of Major Tasks to be Accomplished and Statement of Services

JSAI has the technical capability, expertise, and experience to perform all work as contemplated in the RFP with the exception of Item 4 related to water resource economics. Below are examples of JSAI's ability to perform the Scope of Work listed in Section III.B of the RFP.

1. *Groundwater Studies to Schedule Modeling, Analysis, and Forecasting Projections*

JSAI has developed many groundwater-flow models throughout New Mexico, and has ongoing modeling projects in Nevada, Argentina, Chile, Guatemala, Mexico, and British Columbia. JSAI uses the two primary groundwater-flow models that are commercially available: Visual MODFLOW and Groundwater Vistas. JSAI also uses a published, publically available, model that was developed by Mike Jones, Principal Hydrologist with JSAI. All are versions of the U.S. Geological Survey MODFLOW code and are able to simulate multilayered aquifers, pumping and observation wells, recharge, streamflow, pumping impacts on streamflow, spring flow, leakage from streamflow to aquifers, groundwater flow into surface-water systems, evapotranspiration, irrigation return flow through the vadose zone, and other items.

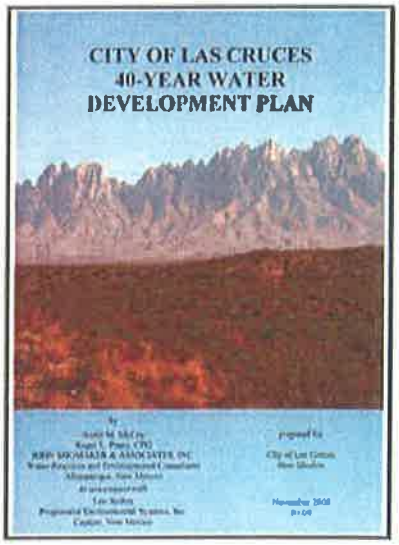
Examples of large-scale, multi-layer, calibrated, groundwater-flow models JSAI has completed includes a model for New Mexico Copper Corporation in the Lower Rio Grande that includes the Rio Grande, Las Animas Creek, and various aquifers (Santa Fe Group sediments, and various hard-rock aquifers) from near Hillsboro eastward to Caballo Reservoir. JSAI has also developed many other smaller-scale models for use in water-rights hearings, well field management, and analysis of pumping impacts from subdivisions. Mike Jones and Steve Finch would manage all modeling projects.

2. *Surface-Water Modeling*

Because most surface-water systems are hydraulically connected to groundwater systems, surface-water modeling is incorporated into the majority of the groundwater flow models that JSAI develops (water models). JSAI has developed models that represent river flows, impacts on rivers from pumping, recharge to aquifers from losing stream systems, routing of surface water to storage facilities, and springs. We have also developed models that include injecting surface water, or reclaimed water, into the aquifer. Modeling efforts JSAI would undertake for the City related to pumping or injection, or surface-water diversions, could also incorporate changes to flows in the Rio Grande.

3. *Water Balance and Consumptive Use Studies*

JSAI has performed these types of studies for the City for the Jornada Basin and Griggs and Walnut projects, water-rights work, the 40-Year Water Development Plan, and ASR feasibility study. We have also completed these types of projects for other clients including Barrick Gold, New Mexico Copper, City of Santa Fe, Village of Ruidoso, City of Alamogordo, and others. Our studies define and quantify the elements of the water balance (inflows and outflows) including consumptive use. One of our specialties is developing water balance tools in Excel for our clients to use for tracking water supply and demand scenarios, water rights reporting, and well-field management. The City has yet to take advantage of this service offered by JSAI.



4. *Water Resource Economics*

JSAI is not proposing to perform this type of work.

5. Water Well Design, Construction, Monitoring, and Testing Services

JSAI routinely develops drilling specifications that specify appropriate drilling methods, well depths and diameters, screen intervals, materials of construction, completion methods, well development, test pumping and water quality sampling for large capacity water supply wells to smaller monitoring wells.

JSAI has been involved with the development of more than 240 large-capacity water-supply wells completed at depths ranging from 100 ft to more than 5,000 ft, with well diameters of up to 20 inches. Various completions were used for these wells including "conventional" type completions in unconfined aquifers such as those for the City, artesian completions, and casing-path completions.

Our staff includes hydrogeologists that specialize in providing field oversight during the well drilling, completion, development, and testing to document contractor compliance with the specifications and to collect high quality data. JSAI does not have any professional engineers on staff, and, as in the past, we work closely with the City's professional engineers on all of the well projects.

Wells in the City area are generally drilled using direct or reverse mud-rotary methods in order to keep the borehole open and stable during drilling and well completion. JSAI has a vast amount of experience with both of these types of drilling methods for wells drilled for the City, in addition to other wells completed in similar sediments for the Cities of Alamogordo, Albuquerque, and Santa Fe, numerous Pueblos throughout the State, Intel Corporation, and FMI New Mexico operations.

JSAI also has experience with a great number of other drilling methods including direct air-rotary, direct-air rotary with casing advance, reverse air-rotary, cable tool, and hollow stem auger. In the Las Cruces area, some of these methods are more applicable for completing monitoring wells. For example, in the case of the Foothills Landfill, JSAI recommended that the direct air-rotary with casing advance be used for drilling monitoring wells to data required by the NMED, and, as a result, the project was successfully completed. JSAI also has experience with the completion of deep injection wells for concentrate disposal from a water treatment system, and ASR wells.

6. Water-Quality Studies

JSAI has performed water-quality studies for numerous projects and has many ongoing water-quality projects. Over the last several years, JSAI performed hydrogeologic studies for numerous Pueblos throughout New Mexico in order to locate groundwater that would meet the EPA arsenic standard for drinking water so that water treatment plants would not be required. Our studies assessed the water quality and production potential of various aquifers and we have been successful in developing high quality water supplies that met the drinking water standards for many Pueblos. JSAI recently completed a water-quality study for the Albuquerque Bernalillo County Water Utility Authority (ABCWUA) to delineate portions of the aquifer that are responsible for producing elevated concentrations of arsenic. The study included about 50 percent of the ABCWUA supply wells and may lead to modifications of existing and replacement water supply wells to meet drinking water standards.

JSAI has worked on many sites throughout New Mexico and Texas related to groundwater contamination from various sources. For the City, JSAI has worked at the Foothills Landfill and Griggs and Walnut sites where water-quality studies are related to groundwater contamination from various solvents. At the Griggs and Walnut site, JSAI provided recommendations to modify an existing City water supply well so that the well could be used to maximize the production of impacted groundwater. The plan was successful and resulted in a significant cost savings to the City in terms of the construction of a new well and permitting costs.

JSAI developed a report for the City related to the occurrence of elevated concentrations of naturally occurring radionuclides. A discrete-interval sampling program in the borehole of future wells may indeed prove beneficial in meeting water-quality standards without wellhead treatment.

JSAI has ongoing work at a number of mining sites where groundwater and surface-water quality has been impacted by mining activities. Our studies have included determining the source of the contamination, methods for remediation, implementation of remedial systems.

7. *Hydrologic Forecasting*

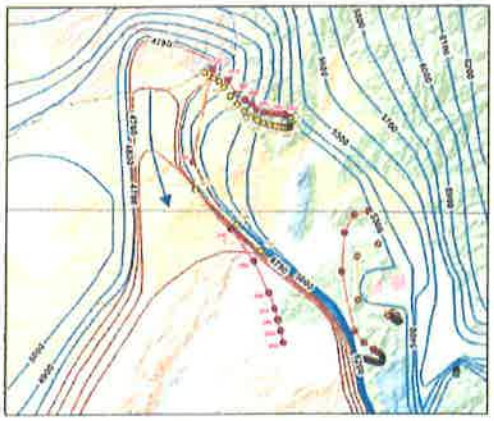
JSAI has performed hydrologic forecasting using groundwater-surface water models, as part of studies specific to a given watershed, and for industrial water demand forecasting and firm water supply yield analysis.

Statistical analysis of the data using parametric and stochastic methods can also be used to determine the probability with what certainty various precipitation events will yield a given surface-water flow and groundwater recharge. JSAI has performed hydrologic forecasting for a number of projects including Village of Ruidoso, Barrick Gold, City of Alamogordo, and in the Pecos Valley.

8. *Time-Series Analysis*

Time series analysis is performed as part of most of our hydrogeologic work, and is the primary component of our annual report for the City water level monitoring program. Time series analysis is crucial for all project topics listed in the RFP. As part of our value added services for past City projects we have incorporated QA/QC of time-series data, and analysis of trends to determine cause and effect. JSAI developed a correlation between specific conductance and PCE that has helped manage pumping at Griggs and Walnut site.

9. *Particle Tracking and Contaminant-Transport Modeling*



Particle tracking and contaminant transport model require a thorough understanding of the groundwater flow system. The reliability particle tracking and contaminant transport modeling depend on a groundwater flow model that accurately simulates the groundwater system. The most recent contaminant-transport model JSAI developed for the City, which included particle tracking, was for the Griggs and Walnut superfund site. We propose to develop these types of models at future sites where the City may be faced with contamination issues, possibly at the Foothills Landfill. These models can be simple or complex depending on the nature and extent of contamination and the site-specific hydrogeology. Most of the groundwater-surface water models we develop for the mining industry include particle tracking. A recent example is a model we completed earlier this year for the Homestake Mine in Nevada that included particle tracking.

10. Water/Waste Water Regulatory Studies

JSAI has a great deal of experience working with various regulatory agencies, the expertise, and experience to assist the City with water and wastewater regulatory studies. It is conceivable that these studies may involve the sampling and monitoring of soils and water, compiling and analyzing data, interpreting data, developing reports with recommendations, and ultimately working with the City and appropriate regulatory agency to ensure regulatory requirements are met.

JSAI can assist the City with wastewater regulatory studies that may be related to wastewater reuse such as facilitating aquifer recharge via infiltration galleries or direct injection into the aquifer. JSAI recently worked with the City of Grants on issues related to discharges to groundwater from their wastewater treatment facility. This project included modeling the groundwater system and providing recommendations to their professional engineer for a passive drain system to lower the groundwater table.

11. Water-Rights Issues

Dr. Shomaker, Steve Finch, Roger Peery, and Mike Jones all have experience with water rights issues throughout New Mexico including the Lower Rio Grande. All have developed technical exhibits for hearings and provided expert witness testimony. There are probably few people with as much experience dealing with water rights in the Lower Rio Grande and Rio Grande Compact issues as Dr. Shomaker. JSAI has provided technical support to the City with numerous water-rights applications over the last two decades.

12. Expert Witness Services on Hydrology, Hydrogeology, and Water Resource Studies

Dr. Shomaker has provided sworn testimony in interstate litigation before a United States Supreme Court Special Master, in New Mexico District Court, and in more than 25 State Engineer water-rights hearings. His resent work included testimony regarding the analysis of the Pecos River Compact, involving New Mexico and Texas, for the Pecos Valley Artesian Conservancy District. **Roger Peery** has provided sworn testimony before NMOSE hearing examiners, New Mexico Mining and Minerals Division (NMMMD), New Mexico Oil Conservation Division (NMOCD), and New Mexico Environment Department (NMED) hearing examiners, before various county commissioners, before the Nuclear Regulatory Commission-Atomic Safety and Licensing Board, and before the State of New Mexico Second Judicial Court. **Steve Finch** has provided sworn testimony before NMOSE hearing examiners, NMMMD, NMOCD and NMED hearing examiners, before New Mexico District Court and various county commissioners.

JSAI would be pleased to provide expert witness testimony on behalf of the City should the need arise. JSAI also has experience with mediation related to water rights and other hydrologic issues and could assist the City with these efforts if needed.

13. Technical Support for Water Regulation

JSAI can provide Professional Hydrogeologic support for water regulation issues. Water regulation issues could be related to discharges and discharge permits, water-quality standards for existing and proposed activities, water right applications, or any number of other issues. JSAI has experience with all of these issues. As with many water regulation matters, internal policies within the State regulatory agencies are more frequently being used by the agencies as actual regulations. We are familiar with a number of these situations and are confident that our knowledge of the promulgated rules and regulations within the State will prove beneficial to the City with respect to dealing with various State regulatory agencies.

14. Water Regulatory Matters

JSAI has a significant amount of experience with water regulatory matters and would gladly assist the City with these types of projects. As mentioned above, water regulatory matters can involve many different State regulatory agencies, in addition to the EPA. JSAI also has experience with the permitting process of the NMOCD for the use of geothermal waters, deep groundwater injection wells associated with brine disposal, and issues related to properly completing oil and gas wells to protect fresh groundwater resources. JSAI has worked with many bureaus of the NMED for clients on issues related to obtaining or renewing groundwater discharge permits, compliance and remediation of contaminated vadose zone and groundwater systems, and discharges from wastewater treatment facilities.

15. Reclaimed Water Studies

JSAI has been directly involved with a number of studies related to the use of reclaimed water. Suggested uses included snow making, watering of parks and sports fields, outside domestic uses, golf courses, and injection for ASR. JSAI has also worked with reclaimed water issues for the Village of Cloudcroft, Village of Ruidoso, and City of Alamogordo as a subcontractor to a professional engineering firm.

Reclaimed water can be used for ASR but the degree of treatment required prior to injection can make this process expensive because the NMED currently requires water that is injected into the aquifer system to meet drinking water standards. Not only is this process unduly expensive, it can create problems with the development of disinfection by-products such as has been recently documented at a pilot study currently being performed in New Mexico. It would be reasonable to work with the NMED to develop new regulations that do not require injected water to meet drinking water standards. If the NMED is unable or unwilling to modify the requirements, the City may wish to consider performing ASR using infiltration galleries rather than direct injection into the aquifer. In this case the water would not need to meet drinking water standards. If ASR projects are being contemplated, it will be important to consider the locations of wells or infiltration galleries. This is because if water is injected too close to the river, it will be lost to the system and not available for later recovery (from a water rights standpoint).

16. Technical or Institutional Issues Associated with Water Rights Adjudications

John Shomaker has a great deal of experience with technical and institutional issues associated with water-rights adjudications. His experience in water-rights issues throughout New Mexico will prove valuable to the City during water-rights adjudications.

17. Research Issues Related to the NMOSE Hydrographic Survey

JSAI can provide research for issues related to the NMOSE hydrographic survey. We have reviewed other hydrographic surveys on behalf of other clients in the State. Reviews may include evaluating available historic air-photographs of sites in question, reviewing published reports and land ownership maps, researching NMOSE records, and comparing the data with that presented by the NMOSE hydrographic survey. We would develop GIS maps to as part of the research efforts.

4.0 PERFORMANCE OF THE FIRM WITH PREVIOUS CLIENTS

NM Interstate Streams Commission *Contact:* **Greg Lewis**, 505-827-3517; greg.lewis@state.nm.us
P.O. Box 25102, Santa Fe, New Mexico 87504

- Preparation of technical reports for water rights exhibits, expert witness testimony related to water rights issues, development of well drilling specifications, construction oversight during well completion, test pumping, evaluate hydrologic properties, groundwater flow modeling.

Village of Ruidoso *Contact:* **Councilor Rifle Salas**, 575-808-0430; RifleSalas@ruidoso-nm.gov
313 Cree Meadows Drive, Ruidoso, New Mexico 88345

- Services: development of well drilling specifications, construction oversight during well completion and rehabilitation, preparation of technical reports for water rights exhibits, expert witness testimony related to water rights issues, technical support for wells located on the Lincoln National Forest during the EIS process, wastewater reuse evaluations, aquifer storage and recovery assessments, groundwater-surface water flow modeling.

Indian Health Service (as subcontractor to a professional engineering firm)
Contact: **Captain Mark Nasi, PE**, 505-248-4068; Mark.Nasi@ihs.gov
801 Vassar Drive NE, Albuquerque, NM 87106

- Services: hydrogeologic evaluations, water quality studies, development of drilling specifications for exploratory and production wells, construction oversight during well drilling and completion, interpret test pumping and water quality data.

City of Alamogordo
Contact: **Brian Cesar, Interim Director**, 575-439-4241; bcesar@ci.alamogordo.nm.us
2600 N. Florida Avenue, Alamogordo, NM 88310

- Services: hydrogeologic evaluations, water quality studies, development of drilling specifications for production wells, construction oversight during well drilling and completion, and water rights evaluations.

Barrick Gold Corporation
Contact: **Johnny Zhan, PhD, Manager, Hydrology**, 801-990-3798; JZhan@barrick.com
460 West 50 North, Suite 500, Salt Lake City, UT 84101

- Services: various Professional Hydrogeologic Services especially related to modeling.

5.0 PERCENTAGE OF FIRM'S WORK DEDICATED TO HYDROLOGY, HYDROGEOLOGY, AND WATER RESOURCE PROJECTS

JSAI is a full service Professional Hydrogeologic consulting firm, and as such, 100 percent of the work JSAI performs is dedicated to hydrology, hydrogeology, and water-resource projects.

OP ID: NE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/07/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Free Market Agency 6211 San Mateo NE Ste.120 Albuquerque, NM 87109 Michael P. Dennis	CONTACT NAME: FREE MARKET INSURANCE AGENCY PHONE (A/C, No, Ext): 505-881-2645 FAX (A/C, No): 505-883-8805 E-MAIL ADDRESS: SERVICES@FREEMARKETINS.COM PRODUCER CUSTOMER ID #: JOHNS-1
INSURED John Shomaker & Associates Inc 2611 Broadbent Prkwy NE Albuquerque, NM 87107	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Peerless Indemnity Ins Co — 24198 INSURER B : Continental Casualty Co. INSURER C : CNA Insurance Companies INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC			4030880551	08/01/2013	08/01/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			4030880579	08/01/2013	08/01/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000
C	X UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DEDUCTIBLE RETENTION $			4030880842	08/01/2013	08/01/2014	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC1481587	08/11/2013	08/11/2014	X WC STATU-TORY LIMITS / X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability			EEH268341818	12/08/2012	12/08/2013	PER CLAIM AGGREGATE	1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
FOR EVIDENCE ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: SHOMAKER JOHN & ASSOC INC

DBA: SHOMAKER JOHN & ASSOC INC
2611 BROADBENT PKWY NE
ALBUQUERQUE, NM 87107-1664

Expires: **26-Nov-2015**

Certificate Number:

L1232401728

Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

ATTACHMENT C

COST PROPOSAL for RFP #14-15-007
Hydrology, Hydrogeology and Water Resources Services
for the City of Las Cruces

Schedule of Fees

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE
1.	Principal Hydrologist, Hydrogeologist, and Water Resource Specialist	$ 195.00
2.	Senior Hydrologist, Hydrogeologist, and Water Resource Specialist	$ 120.00
3.	Assistant Hydrologist, Hydrogeologist, and Water Resource Specialist	$ 90.00
4.	Drafting Technician	$ 80.00
5.	Clerical Support Personnel	$ 65.00
6.	Expert Witness	$ 85.00
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
7.	Per Diem (per day) - Pre-Approval Required	City of Las Cruces Rate
8.	Vehicle mileage rate (per mile)	Current IRS Rate
	Reproduction Services	
9.	Black and white copies (per copy)	$ 0.06
10.	Color Copies (per copy)	$ 0.30
11.	Prints (24"x36") per sheet	$ ~2.00
12.	Mylars (24"x36") per sheet	$ ~14.00
	Miscellaneous	
13.	Materials and Other Expenses	case by case basis
14.	Sub-Consultant (Jeff Kelsch per hour)	$ 90.00
15.	Outside Services	cost + 10%

Rates are to include all overhead costs and any and all assessment expenses

NOTES:
1. Detailed man-hour estimates are required for time and material (T&M) contracts and are to utilize corresponding rates.
2. Rates in place at the time in which a project is contracted with the City will remain in place for the duration of the contract.