

**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 Lee Wilson & 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:

LEE WILSON &
ASSOCIATES, INC.

CITY OF LAS CRUCES

Lee Wilson

Deb Smith

8/28/15

Signature

Date

Deb Smith

Date

Purchasing Manager

Lee Wilson, President
Printed Name/Title



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this November 10 2014 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Lee Wilson and Associates, Inc., PO Box 931 Santa Fe, NM 87504, hereinafter called "CONSULTANT".

1. PROJECT DESCRIPTION

Hydrology, Hydrogeology, and Water Resources Services

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONSULTANT 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 CONSULTANT. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONSULTANT and shall be final.

4. COMPENSATION

The CITY shall compensate CONSULTANT for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONSULTANT 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.

CONSULTANT is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONSULTANT 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

CONSULTANT 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.

CONSULTANT shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONSULTANT 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 CONSULTANT 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 CONSULTANT to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONSULTANT 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, CONSULTANT 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 CONSULTANT within five (5) business work days from the date of receipt of CONSULTANT'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONSULTANT

In the event a condition is identified by the CONSULTANT which, in the opinion of the CONSULTANT, changes the services, costs, and/or time required for performance under this Agreement, the CONSULTANT 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 CONSULTANT'S notification.

10. DELAYS

In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT.

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

Upon receipt of notice of termination from the CITY, CONSULTANT 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 CONSULTANT in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT

CONSULTANT 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. CONSULTANT,

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

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

CONSULTANT 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, CONSULTANT 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, CONSULTANT 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. CONSULTANT 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 CONSULTANT accomplishes and performs its services. Nevertheless, CONSULTANT 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 CONSULTANT and CITY. Except as otherwise specifically set forth herein, neither CONSULTANT 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

CONSULTANT 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 CONSULTANT 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

CONSULTANT shall furnish the CITY with a certificate(s) of insurance showing CONSULTANT and Subcontractors, if any, have complied with this Article. The CONSULTANT 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

CONSULTANT 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 CONSULTANT, 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.

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

20. BREACH

In the event CONSULTANT breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONSULTANT written notice of such breach. In the event CONSULTANT 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 CONSULTANT'S breach and recover any and all costs and expenses in so doing from CONSULTANT.

21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and CONSULTANT 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, CONSULTANT shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONSULTANT has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONSULTANT 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 CONSULTANT 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 CONSULTANT: Lee Wilson and Associates, Inc.
PO Box 931
Santa Fe, NM 87504

ATTENTION: Lee Wilson, President

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.

LEE WILSON AND ASSOCIATES,
INC.

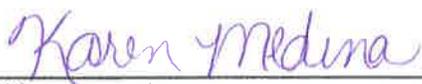
CITY OF LAS CRUCES

BY:

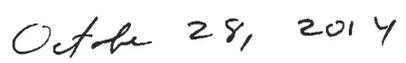


Lee Wilson
President

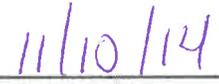
BY:



Karen Medina
Purchasing Manager



Date



Date

APPROVED AS TO FORM



City Attorney

**Hydrology, Hydrogeology, and
Water Resources Services
RFP No. 14-15-007**

Proposal submitted to the City of Las Cruces

**Submitted by
Lee Wilson & Associates, Inc.
Santa Fe, New Mexico**

July 10, 2014

Table of Contents

Compliance Declaration

New Mexico residency certificate

Insurance certificate

Technical proposal (subject to 15 page limit)

Criteria 1. Qualifications/competence of project team members	1
Criteria 2. Capacity and capability of the firm to perform the project	3
Criteria 3. Management structure and approach to the project	7
Criteria 4. Performance of the firm with previous clients	8
Criteria 5. Percentage of firm's work dedicated to hydrology...	10
Criteria 6. Clarity of proposal	11

Acronyms

CLC	City of Las Cruces
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
LRG	Lower Rio Grande Underground Water Basin
LWA	Lee Wilson and Associates
MCA	Molzen-Corbin Associates
OSE	Office of State Engineer (of New Mexico)
USGS	United States Geological Survey



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:

Lee Wilson & Associates, Inc.

Authorized Signature

P.O. Box 931

Lee Wilson

Typed or Printed Name

Santa Fe, NM 87504

President

Title

lwa@lwasf.com

Email

Telephone number 505-988-9811 Fax number 505-986-0092

NM Tax & Revenue Dept. CRS # 01-802692-003

Current NM Public Regulatory Commission Registration # 0803783 (corporations only)

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

Federal I.D. number 85-0230617 (mandatory for all respondents)

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

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

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: LEE WILSON & ASSOCIATES, INC.
DBA: LEE WILSON & ASSOCIATES, INC.
PO BOX 931
SANTA FE, NM 87504-0931

Expires:

26-Jun-2017

Certificate Number:

L1635791824



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Criteria 1. Qualifications/competence of project team members to perform project

The guidance at p. 6 of the RFP states that to address Criteria 1, the Applicant shall provide the names of key personnel who will be assigned to work on the project, including for each person listed, a description of experience, areas of competence and percent of time assigned to the project.

Based on our more than 30 years of providing consultant and expert services to the City of Las Cruces (continuously since 1993), three senior members of the Lee Wilson and Associates Inc. (LWA) are considered key personnel for this proposal because they been the primary contributors to prior projects for the City: Lee Wilson, Roger Miller, Carole Cristiano. These individuals (along with LWA professional and technical support staff) are available to the City on the same terms as previously, the percent of time assigned to the project will be whatever is needed to accomplish the project objectives within the appropriate schedule and budget.

Lee Wilson, Ph.D., Principal. Dr. Wilson is a Certified Professional Hydrogeologist (American Institute of Hydrology #220) who trained at Yale University (B.A. in Geology with a minor in Ecology) and Columbia University (Ph.D. in Geology with a minor in Ecology). He is President of LWA, a firm he founded in Santa Fe in 1973. His areas of competence include virtually all aspects of hydrogeology, hydrology, water quality, water rights, water resource management and environmental assessment. In addition to having successfully managed more than 500 projects to date, Dr. Wilson's credentials include the following.

- Technical analysis of water resources for more than 400 projects. Responsible for surface and ground water hydrology and quality; assessment of pollution problems and remedial planning; water supply planning for municipal and tribal entities; aquifer mapping; monitoring design; analysis of water conservation and of wastewater recycling; dam safety inspections and seismic analyses; protection of in-stream flows; assessment of underground injection control and wellhead protection programs. Activities analyzed include: municipal development; hazardous waste disposal; hydrocarbon leaks and spills; mining and milling; power plants; pipelines; salt mining; geothermal development; septic tanks; sewage lagoons; sludge disposal; feedlots; brine pits; aquaculture; flood control; watershed management; natural salinity.
- Author and project director for several dozen environmental impact documents in the southwestern and south-central U.S, including innovative wastewater EISs on behalf of USEPA (example - potable recycling of sewage, El Paso, Texas); and a major grazing impact EIS for the Bureau of Land Management. He authored the EIS for the City of Las Cruces

discussed with respect to the City of Las Cruces in response to Criteria 2. LWA was selected in 1984 as the sole environmental impact contractor for EPA Region 6; contract was active for 17 years. Under this contract, Dr. Wilson assessed energy development (coal, oil and gas), industrial development, wetlands protection, coastal restoration, disposal of dredged material, cumulative impacts, EIS post-audits, and risk assessment.

- Expert witness on hydrogeology, water quality, water rights, environmental impacts, environmental management. Dr. Wilson has provided extensive testimony in several dozen cases involving federal and state courts and state regulatory agencies, including cases of national significance. Clients include major energy corporations, large cities and water districts, U.S. Attorney and other federal agencies, and States of Nebraska and Florida. The largest New Mexico cities for which Dr. Wilson has testified are Albuquerque, Las Cruces and Santa Fe.

Dr. Wilson has authored several hundred technical reports as well as numerous peer reviewed publications for professional journals. One demonstration of Dr. Wilson's competence reflects his successful completion of many diverse projects for the City of Las Cruces, including all those described in response to Criteria 2. Through the law firm of Stein and Brockmann, Dr. Wilson currently provides the City with expert witness advice and testimony on water rights and related matters. Award of this contract to LWA will allow Dr. Wilson to provide expert advice to the City outside of a litigation environment.

Roger Miller, Senior Hydrogeologist. Mr. Miller is one of the nation's leading experts in modeling of ground water, and also is highly qualified in geology, hydrology and geochemistry where his special expertise is in quantitative analysis and problem solving. He has a B.S. in Geological Engineering from the South Dakota School of Mines and Technology. Prior to joining LWA some 30 years ago, he was employed by the U.S. Geological Survey where he wrote and documented the RIV2 model, which is a package that routes river discharge within the most widely used ground water flow model, MODFLOW. Authorship of a USGS certified MODFLOW module is a singular credential. His work for USGS also included being on the team that developed three-dimensional ground water flow models for the Albuquerque and Mimbres Basins.

Mr. Miller is expert in many computer operating systems, networks, browsers, spreadsheets, graphics packages, and in more than a dozen codes for modeling ground water flow, ground water contaminant fate and transport, and surface water hydrology and operations. Regarding Geographic Information Systems, he helped write the code to develop and expand the raster processing and projection capabilities in the GRASS 5.x and GRASS 6.x GIS software. With LWA,

Mr. Miller has developed a wide variety of ground water flow and transport models. For example, he presented applications of the USGS MODFLOW model to an international model comparison study on behalf of Sandia National Laboratory; he prepared a solute transport model of a vinyl chloride plume at a superfund site in south Texas; he authored a model of density-dependent solute transport at a salt discharge site in eastern New Mexico; and he currently upgrades and operates the groundwater flow model created for the agencies that manage the central Platte River in New Mexico.

Mr. Miller also frequently works with surface water models simulating open channel flow, overland flow and tidal fluctuations and has compiled years of experience interpreting geophysical logs for detailed ground water resource evaluation.

Carole Cristiano, Senior Water Resources Professional. Ms. Cristiano is one of New Mexico's leading experts in municipal water planning, water rights management, and water conservation. She has a B.A. in Economics and a Master's Degree in Urban Affairs, both from the University of Colorado. Prior to joining LWA as an in-house subcontractor in 1978, she was a staff member of the Denver Research Institute; her publications include "A Methodology for Municipal Water Supply Planning in Water Short, Metropolitan Areas". She also served as assistant to the Santa Fe City Manager, responsible for strategic water resources planning and utility coordination; and was a Professional Staff Member for the U.S. Senate Committee on the Environment and Public Works where her duties involved a variety of legislation related to environmental and water resource issues.

At LWA, her primary role has been to lead the firm's water rights practice, with clients that include most major water users along the Rio Grande, including: Taos Pueblo; City of Santa Fe; Town of Bernalillo; City of Albuquerque; Albuquerque Public Schools; Village of Tijeras; Village of Los Lunas; Los Lunas Public Schools; City of Belen; Town of Mesilla; and City of Sunland Park. This work has involved preparation or oversight of several 40-year water plans and conservation plans (most recently for the City of Las Cruces), and completion of water audits and demand calculations.

Criteria 2. Capacity and capability of the firm to perform the project, and to do so in a timely manner.

The guidance at p. 6 of the RFP states that to address Criteria 2, the Applicant shall provide the following: a) description of past contracts similar to the scope herein that have been completed by the firm; b) if applicable, list of subcontractors, including addresses, qualifications and areas

of responsibility; c) Location(s) of office(s) where the work will be performed, and percent of work to be performed at each.

LWA understands the scope of the project to reflect (at a minimum) the list of 17 topics set out in Section III.B of the RFP. We consider LWA to be qualified to provide services on all 17 topics, with limitations as follows.

1. Groundwater studies to schedule modeling, analysis and forecasting projections. NO LIMITATIONS.
2. Surface water modeling. NO LIMITATIONS.
3. Water balance and consumptive use studies. NO LIMITATIONS.
4. Water resource economics to include modeling, cost/benefit analysis, and feasibility studies. FEASIBILITY STUDIES TYPICALLY REQUIRE ENGINEERING CREDENTIALS; LWA CANNOT PROVIDE ENGINEERING SERVICES BUT CAN CONTRIBUTE SIGNIFICANTLY TO SUCH STUDIES.
5. Water well design, construction, monitoring, and testing services. LWA TYPICALLY WILL DESIGN AND PROVIDE FIELD OVERSIGHT AND LOGGING OF WELLS DURING DRILLING, BUT CLIENTS WILL CONTRACT OUT CONSTRUCTION AND TESTING.
6. Water quality studies. NO LIMITATIONS.
7. Hydrologic forecasting to include parametric and/or stochastic processes. NO LIMITATIONS.
8. Time series analysis. NO LIMITATIONS.
9. Particle Tracking and Contaminant Transport Modeling. NO LIMITATIONS.
10. Water/wastewater regulatory studies. NO LIMITATIONS.
11. Water Rights Issues. NO LIMITATIONS.
12. Expert Witness Services on Hydrology, Hydrogeology, and Water Resource Studies. LIMITED ONLY TO THE EXTENT THAT THE CITY MAY IN SOME CASES CHOSE TO USE OUR CONTRACT THAT IS FUNNELED THROUGH COUNSEL.
13. Technical support for water regulation. SUPPORT DOES NOT EXTEND TO MATTERS REQUIRING A LEGAL OPINION.
14. Water regulatory matters. NO LIMITATIONS.
15. Reclaimed Water Studies. NO LIMITATIONS.
16. Technical and/or institutional issues associated with water rights adjudications. NO LIMITATIONS.
17. Conducting research and other issues related to the Office of the State Engineer Hydrographic Survey. NO LIMITATIONS.

As noted in the next section, LWA has demonstrated our competence in many of these areas through work previously done for the City.

Our diverse qualifications are illustrated by our past work for CLC, as briefly summarized below.

- In the early 1980s, LWA was selected by the City to prepare the environmental impact statement for the City's modernization of its wastewater treatment facilities, including its plans for providing sewer infrastructure to much of the Mesilla Valley. The resulting draft and final EISs were published by the U.S. Environmental Protection Agency (EPA) in 1982 and 1983, respectively.
- In 1993, LWA was selected as part of a three-firm consulting team to provide the City of Las Cruces, NM, with a diverse array of water-resource consulting services. (Montgomery-Watson Engineers was the lead firm for this team. Molzen-Corbin Engineers was the other subcontractor on the project.) In the main study, LWA had a lead role in assessing the development of the city's water supply master plan. This work evaluated the quantity, quality and availability of both surface and groundwater resources and resulted in a 40-year water-rights acquisition strategy. Complex issues were addressed, including: international, interstate and intrastate institutional constraints on water rights transfers; historically significant droughts that limit surface water use; anticipated water quality problems that may limit ground water use; interactions between ground-water pumping and stream flows that impact the quantity and quality of both resources; interactions between wastewater management decisions and water supply, including options for potable reuse; and water rights issues, including the role of conservation, return flow and State Engineer policies.
- In the 1993-1995 timeframe we also did in-depth interpretation of the City's biomonitoring data of its effluent discharge, and performed all evaluations of wastewater toxicity issues associated with ammonia, diazinon and other contaminants. We further supported the City in negotiating its new, fourth-round NPDES permit. This work included extensive review of data on effluent quality, whole effluent toxicity, stream standards and stream quality. We evaluated critical low flow data (4Q3 and 7Q2), prepared a Diazinon Public Awareness Plan and outlined an implementation plan strategy for the NPDES permit.
- Subsequent to 1995, LWA has had a series of contracts and litigation assignments to support Las Cruces regarding a variety of water resource issues. LWA is among the firms selected under prior hydrology contracts, and in effect is seeking renewal of the existing contract.

- A specific example of this more recent work is Lee Wilson's expert report containing his recommendations for administration of the Jornada Basin, which was submitted on behalf of the City of Las Cruces in support of CLC's Supplemental Well Applications LRG-430-S-29 and LRG-430-S-30.
- Lee Wilson is the City's designated technical expert for the Hydrology Committee which was formed as part of the adjudication of water rights in the Lower Rio Grande Underground Water Basin (LRG). The Committee generated several reports relating to groundwater modeling and other technical issues. Although the committee has been dormant in recent years, there is an expectation that it will be revived in the future.
- LWA has continued to provide advice regarding toxicity concerns over the treated effluent discharged to the Rio Grande. This work has included additional interpretation of the results from whole effluent toxicity testing; assistance to a program for ultraclean sampling for heavy metals, with an emphasis on demonstration of a site-specific partitioning coefficient for aluminum; support for two NPDES permit applications; and a study of arsenic in the water supply.
- Our most recent work for Las Cruces has been associated with the OSE-mandated City Water Conservation Plan. LWA obtained and analyzed the City's diversion and metered use data and developed a protocol for modifying the raw data and entering it in the OSE GPCD Calculator. LWA also prepared an AWWA Water Audit and an accompanying narrative to calculate the amount of non-revenue water and the percentage of that water that represented actual loss to Las Cruces Utilities. LWA assisted City water conservation coordinators in developing data for the Water Conservation Plan and provided input to and editing of a number of drafts of the Plan. The Plan, GPCD Calculator and AWWA Audit were filed with the OSE in February of 2012. Since that time, LWA has continued to track diversions and wastewater flows and monitored the status of OSE review of the Conservation Plan.
- LWA also is currently retained by the City through the law firm of Stein and Brockmann to provide expert witness services relating to the ongoing LRG adjudication, litigation relating to the Rio Grande Operating Agreement, and interstate litigation brought by the State of Texas.

Note that LWA has also worked with Molzen-Corbin on projects for Dona Ana County, New Mexico State University, and the Town of Mesilla which have involved matters of hydrogeology and water rights germane to the interests of the City.

In further response to item a) in Criteria 2, additional projects involving such a wide-ranging scope are identified in response to Criteria 4.

With respect to item b) in Criteria 2, Ms. Cristiano is an LWA associate by way of a subcontract agreement, but is considered a full-time member of the LWA consulting team. We have a large number of potential subcontractors on call for particular projects; for example Alice Darilek, former OSE Water Conservation Program Coordinator, was a member of our team that supported the recently submitted water conservation plan. Proposals to use Ms. Darilek or other specific subcontractors would be made as appropriate in response to a specific project scope.

Regarding item c) in Criteria 2, LWA anticipates that future work will be distributed similarly to prior work, with about 80% or more in our Santa Fe Office and up to 20% in our Albuquerque office. When needed, we have the ability to obtain office support from Molzen-Corbin in Las Cruces.

Criteria 3. Management structure and approach to the project including time-line, task breakdowns and assignments

The guidance at p. 6 of the RFP states that to address Criteria 3, the Applicant shall respond to three specific items as set out below.

- a. *Name, address, telephone number, New Mexico registration (if applicable) of the principal member/officer of the firm signing the proposal and responsible for administration of the contract. Refer to the Compliance Declaration provided in this submittal. There is no New Mexico registration for hydrologists or geologists in New Mexico; Lee Wilson's registration with the American Institute of Hydrology is national.*
- b. *Name, address, and New Mexico registration (if applicable) of the professional responsible for and in direct charge of the work. Lee Wilson will supervise all work. His address information is provided in the Compliance Declaration and his registration is discussed above.*
- c. *A description of the respondent's typical operational/management approach to projects, major tasks to be accomplished, and a detailed statement of services to be provided under each task. For this generic RFP only the typical approach can be described. Lee Wilson begins all projects by working with the client to scope the primary issues, select the project team, identify deadlines, and assess cost constraints. If needed, a formal work plan and budget is submitted and there is a schedule for*

progress reports and deliverables. Lee Wilson performs or directly oversees all work to ensure it is completed professionally and in a timely manner.

Criteria 4. Performance of the firm with previous clients based upon quality of the work, control of costs, ability to meet schedules or deadlines; and responsiveness to the client.

The guidance at p. 6 of the RFP states that to address Criteria 3, the Applicant shall for reference check purposes, provide a description and name of a minimum of five past contracts similar to the scope herein that have been completed by the firm including the name, telephone number, and email address of the contact person for each project.

Reference 1: City of Las Cruces. Our past contract work for the City is described in response to Criteria 2. The contact person is as follows:

- Name: Jorge Garcia, Director of Las Cruces Utilities
- Telephone: (575) 528-3501
- E-mail address: jorgegarcia@las-cruces.org

Note, as instructed in the RFP, we have not contacted Mr. Garcia to advise him that we have named him as a reference. If you wish a reference who has been contacted, use the following.

- Name: Jerry Paz
- Telephone: (575) 522-0049
- E-mail address: jpaz@molzencorbin.com

Reference 2: Stein and Brockmann. As noted, our current expert witness support to the City of Las Cruces is through the Santa Fe law firm of Stein and Brockmann. This firm is familiar with our work for many other New Mexico municipalities, work that includes hydrology, well evaluation, water quality, wastewater management, reclaimed water, ground water and surface water modeling, regulatory studies, water rights issues and adjudications, and other elements of water resource management. This firm is specifically able to provide a reference based on LWA's expert witness testimony for the City of Albuquerque, City of Santa Fe and City of Gallup. Contact information is as follows.

- Name: Jay Stein
- Telephone: (505) 983-3880
- E-mail address: jfstein@newmexicowaterlaw.com

Reference 3: City of Santa Fe. LWA'S current contract with the City of Santa Fe has varied tasks, including: extensive monitoring of water rights applications in the area; due diligence investigations of water rights being transferred to the City; modeling and other support to a study of how the City can best offset pumping impacts to important regional springs; modeling and other support regarding potential contamination from an historic landfill; and modeling, water rights evaluation and expert testimony relating to an application to divert from the City's the newest and deepest well. A foundation for much of this work is the City's Long-Range Water Supply Plan, which we co-authored with the engineering firm of Camp, Dresser and McKee. Our role in that plan included assessment of water demands and supply alternatives, evaluation of hydrologic, environmental and water-rights impacts, and input to the tradeoffs among supply portfolios. The plan integrates multiple sources of supply to achieve a sustainable resource. Other major City documents we have helped prepare include the Effluent Management Plan, evaluations of adjudication and hydrographic survey documents, wellhead projection plans, and an assessment of how reuse projects could impact the City's water supply and water rights. We are providing two contact persons for this reference, the first oversaw most of the work cited above but recently shifted her employment from the City to County of Santa Fe; and the second is her prior supervisor, who knows firsthand of our most recent work.

- Name: Claudia Borchert
- Telephone: (505) 992-9872
- E-mail address: cborchert@co.santa-fe.nm.us

- Name: Rick Carpenter
- Telephone: (505) 955-4206
- E-mail address: rrcarpenter@ci.santa-fe.nm.us

Reference 4. Canadian River Municipal Water Authority. For two decades, we have been the consulting hydrologist to the Canadian River Municipal Water Authority, supplier to Amarillo, Lubbock and nine other High Plains communities in Texas. Most of our work has involved investigation and development of ground water – now totaling more than 400,000 acres of water rights and two well fields capable of producing more than 70,000 AFY of excellent quality water. Our responsibilities have included test drilling, interpretation of geologic and geophysical logs, aquifer evaluations, construction and operation of a ground water model, hydrologic aspects of well design for more than three dozen high yield wells (typically 1500-3000 gallons per minute or more), and extensive data evaluation. Separately, we have supported the Authority's water resource management and planning efforts. For example we performed detailed quantitative studies on the firm yield and water quality of the Authority's

surface (water stored in Lake Meredith) which included reservoir operation modeling and streamflow routing; designed the wellfield for a salinity control project located near Logan, New Mexico; and prepared environmental documents for Endangered Species Act clearance.

- Name: Kent Satterwhite
- Telephone: (806) 865-3325
- E-mail address: ksatterwhite@crmwa.com

Reference 5. Governmental entities in State of Nebraska. Lee Wilson has provided extensive expert witness support to the State of Nebraska in two cases of original jurisdiction before the U.S. Supreme Court. In a suit involve a dispute with Wyoming, we performed in-depth evaluations of water supply conditions in the City of Casper, with an emphasis on determining the need for and alternatives to the Deer Creek Reservoir Project. This work included detailed investigations of many issues associated with municipal water planning. Separately we assessed the needs for instream flow for habitat for whooping cranes and other endangered species. In a separate case brought by the State of Kansas, Dr. Wilson was a member of the State of Nebraska ground water modeling team during the litigation and subsequent settlement of a dispute. While LWA was involved in all aspects of the project, our special focus was on translating the model results into Compact accounting and compliance evaluations, and projecting compliance scenarios into the future. Currently, for water management agencies along the Platte River, Lee Wilson serves as Project Coordinator and Senior Hydrologist in a project which has developed an integrated model (watershed-river-aquifer) of the Central Platte Valley. We have also provided peer review services in support of the Platte River Recovery Implementation Program. Current references relate to this latter work.

- Name: Don Kraus (Chairman of the group sponsoring the work)
- Telephone: (308) 995-8601
- E-mail address: dkraus@cnppid.com

- Name: Duane Woodward (person most familiar with technical work)
- Telephone: (308) 385-6282
- E-mail address: woodward@cpnrd.org

Criteria 5. Percentage of firm's work dedicated to Hydrology, Hydrogeology and Water Resources projects."

The guidance at p. 6 of the RFP states that to address Criteria 5, the Applicant shall state the percentage of firm's work dedicated to Hydrology, Hydrogeology and Water Resources projects.

Lee Wilson & Associates, Inc.
COST PROPOSAL
RFP #14-15-007
Hydrology, Hydrogeology, and Water Resources Services

Schedule of Fees

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE
1.	Principal Hydrologist, Hydrogeologist, and Water Resource Specialist	\$235.00
2.	Senior Hydrologist, Hydrogeologist, and Water Resource Specialist	\$140.00
3.	Assistant Hydrologist, Hydrogeologist, and Water Resource Specialist	\$110.00
4.	Drafting Technician	\$110.00
5.	Clerical support personnel	\$70.00
6.	Expert witness	\$250.00
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)	\$0.10
10.	Color Copies (per copy)	\$at cost*
11.	Prints (24"x36") Per sheet	\$at cost*
12.	Mylars (24"x36") Per sheet	\$
	Miscellaneous	
13.	Materials and Other Expenses	Case by case basis*
14.	Sub-Consultants / Outside Services	0%

*LWA does not mark up any out of pocket expenses.

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.