

**SERVICE AGREEMENT  
ANNUAL EXTENSION – YEAR 2 OF 5  
(RFP No. 14-15-109)**

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Pursuant to Section 7, EXTENSION, CHANGES AND AMENDMENTS of the Materials Testing Services Service Agreement (Agreement) dated April 24, 2015 between the City of Las Cruces (City) and Southwest Engineering, Inc. (Contractor), the City and Contractor agree to renew the Agreement for a period of one (1) year, to begin April 24, 2016 and terminate April 23, 2017. All other terms of the Service Agreement remain the same.

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AGREED:

SOUTHWEST  
ENGINEERING, INC.

CITY OF LAS CRUCES

  
\_\_\_\_\_  
Signature

03/29/16  
Date

  
\_\_\_\_\_  
Date

Deb Smith  
Purchasing Manager

PAUL POMPEO / PRESIDENT  
Printed Name/Title



## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 24<sup>th</sup> day of April, 2015 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Southwest Engineering, Inc., of 475 Archuleta Road, Las Cruces, New Mexico, 88005, hereinafter called "CONTRACTOR".

### 1. PROJECT DESCRIPTION

This project consists of providing materials testing services for various City construction projects on an as-needed basis.

### 2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY'S RFP No. 14-15-109 incorporated herein by reference 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 CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

### 4. COMPENSATION

The CITY shall compensate CONTRACTOR for the performance of SERVICES at the rates specified in the cost proposal, which exclude NMGRT.

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

CONTRACTOR 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 April 24<sup>th</sup>, 2015 for a term of one (1) year and pending mutual written agreement, with the option to renew at the discretion of the City for an additional four (4) one (1) year terms.

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

#### 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 CONTRACTOR 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 CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

#### 9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

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

#### 10. DELAYS

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

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

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

#### 12. RECORDS AND AUDITS

CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR

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

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

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

CONTRACTOR 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

CONTRACTOR 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. General Liability

\$1 million - Per Occurrence

\$2 million - Aggregate (The general aggregate must apply separately to each project)

Must include the following:

- 1) Premises/Operations: Covers liability arising out of the day-to-day operations of the business.
- 2) Products/Completed Operations - Covers liability after the job has been completed. This coverage must be maintained for ten (10) years after the work is completed (or length of statute/statute of repose)
- 3) The City must be named as additional insured - This coverage must be as broad as the coverage provided to the insured. Coverage must be primary and non-contributory coverage before any other insurance or self-insurance. A copy of endorsement for this coverage must be attached to the Certificate of Insurance.
- 4) Coverage shall remain in force for the duration of the contract.
- 5) Must be Occurrence form coverage - Will cover the liability perpetually as long as coverage was in effect at time of occurrence.

B. Auto Liability

\$1 million - Each Accident

Must include the following:

- 1) Covers all owned, leased, hired and non-owned autos or "any auto"
- 2) The City must be named as additional insured - This coverage must be as broad as the coverage provided to the insured; Coverage must be primary before any other insurance or self- insurance. A copy of endorsement for this coverage must be attached to the Certificate of Insurance.

C. Worker's Compensation per New Mexico Statute (3 or more employees)

\$1 million - Bodily Injury: By Accident - Each Accident

\$1 million - By Disease: Policy Limit

\$1 million - By Disease: Each Employee

This coverage required for non-construction contractor with three (3) or more employees

Exception: Not applicable to out-of-state companies unless they are hiring in NM

D. Excess Liability: This coverage is **not required** but may be provided by the contractor for supporting other required coverages that are less than the required limits.

\$5 million Per Occurrence

\$10 million Aggregate

Must include the following:

- 1) The City must be named as additional insured - This coverage must be as broad as the coverage provided to the insured; Coverage must be primary and non-contributory coverage before any other insurance or self-insurance. A copy of endorsement for this coverage must be attached to the Certificate of Insurance.
- 2) Must be Occurrence form coverage - Will cover the liability perpetually as long as coverage was in effect at time of occurrence.

E. Waiver of Subrogation

This must be stated on the certificate as it eliminates the right of the contractor's insurance carrier from recovering any damages from the City that were paid by the carrier under the contractor's general liability, commercial umbrella liability (Excess Liability), auto, or worker's compensation coverages and employers liability insurance maintained by contract requirements.

F. Notification Requirement

The certificate must state that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the City. Terms such as "endeavors to" are not acceptable.

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

CONTRACTOR 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 CONTRACTOR, 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.

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

20. BREACH

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

21. DISPUTE RESOLUTION

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

Upon receipt of notice of termination from the CITY, CONTRACTOR 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 CONTRACTOR 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: Tony Trevino, PE CFM

With Copies to:        City Attorney  
                                  Purchasing Manager

TO CONTRACTOR:       Southwest Engineering, Inc.  
                                  475 Archuleta Road  
                                  Las Cruces, New Mexico, 88005  
                                  ATTENTION: Paul Pompeo, P.E.

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.

SOUTHWEST ENGINEERING, INC.

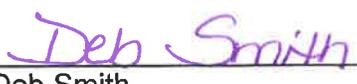
BY:

  
Paul Pompeo, P.E.  
President

4/27/15  
Date

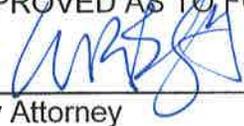
CITY OF LAS CRUCES

BY:

  
Deb Smith  
Purchasing Manager

5-4-15  
Date

APPROVED AS TO FORM

  
City Attorney

# EXHIBIT A – COST PROPOSAL

Company Name: Southwest Engineering, Inc.

Note: "N/A" shall be written as a unit cost if testing lab does not have required certifications to perform test.

## TESTING OF SOILS

ITEM	TEST PROCEDURE	TEST METHOD ASTM OR AASHTO Current Designation	UNIT COST \$/EA
S1	Sampling (Soils)	D-75	\$ 29.00
S2	Atterberg Limits (Liquid Limit, Plastic Limit, And Plasticity Index Of Soils)	D-4318 / T-89/T-90	58.00
S3	Permeability Of Fine Grained Soils (Constant Head Method)	D-2434	200.00
S4	Particle Size Analysis Of Soils (Washed)	D-422 / T-88	35.00
S5	Specific Gravity Of Soils	D-854 / T-100	46.00
S6	Moisture Content Of Soils	D-2216	13.00
S7	Moisture Density Relationship Of Soils. (Proctor)	D-698; D1557 / T99; T180	115.00
S8	Density Of Soil In Place By The Rubber Balloon Method	D-2167 / T 205	40.00
S9	Density Of Soil In Place By The Sand Cone Method	D-1556 / T 191	35.00
S10	Density Of Soil In Place By Nuclear Methods	D-3017; D-2922 / T238	35.00
S11	Percolation Test	N.M.E.D.	190.00
S12	Soil Classification (To Include Sampling, Sieve Analysis And Atterberg Limits)	D-422, 2487, & 4318/T-88, 89, & 90	125.00
S13	Unit Weight Of Undisturbed Soil	---	29.00
S14	Dry Preparation of Disturbed Soil and Soil Aggregate	T87	35.00
S15	Wet Preparation of Disturbed Soil Samples for Test	T146	115.00

## TESTING OF AGGREGATES

ITEM	TEST PROCEDURE	TEST METHOD ASTM OR ASHTO Current Designation	UNIT COST \$/EA
A1	Sampling (Aggregates)	D-75 / T-2	\$ 29.00
A2	Depth Tests (Subgrade And/Or Base course)		19.00
A3	Sieve Analysis Of Fine And Course Aggregates	C-136; C-117 / T27; T-11	35.00
A4	Specific Gravity And Absorption Of Fine Aggregate	C-128 / T84	58.00
A5	Specific Gravity And Absorption Of Course Aggregate	C-127 / T85	58.00
A6	Organic Impurities In Fine Aggregate	C-40 / T21	30.00
A7	Surface Moisture In Fine Aggregate	C-70 / T142	25.00
A8	Total Moisture Content Of Aggregate By Drying	C-566	25.00
A9	Unit Weight And Voids In Aggregate	C-29 / T19	30.00
A10	Sand Equivalent Value Of Soils And Fine Aggregate	D-2419; T-176	64.00
A11	Soundness Of Aggregate By Use Of Magnesium Sulfate	C-88 / T103	150.00
A12	Soundness Of Aggregate By Use Of Sodium Sulfate	C-88 / T104	150.00
A13	Clay Lumps And Friable Particles In Aggregates	C-142 / T112	30.00
A14	Potential Reactivity Of Aggregate (Chemical Method)	C-289	400.00
A15	Los Angeles Abrasion For Small And Large Aggregate	C-131; C-535 / T96	150.00
A16	Complete Battery Of Tests For Base Course Materials To Include: Sampling And Depth Tests And Sieve Analysis Of Fine And Course Aggregates.	AS INDICATED UNDER ITEMS (A1 THRU A3) ABOVE	83.00
A17	Reducing Field Samples of Aggregate to Testing Size	C702/T248	25.00
A18	Uncompacted Void Content of Fine Aggregate	T304	47.00
A19	Flat and Elongated Particles in course aggregate	D4791	25.00

## TESTING OF BITUMINOUS MATERIALS

ITEM	TEST PROCEDURE	TEST METHOD ASTM OR AASHTO Current Designation	UNIT COST \$/EA
B1	Sampling (Bituminous Paving Mixtures)	D-979 / T168	\$ 40.00
B2	% Air Voids In Compacted Dense And Open Paving Mixtures	D-3203 / T166 / T209 / T269	135.00
B3	Specific Gravity And Absorption Of Course Aggregate	C-127 / T85	58.00
B4	Specific Gravity And Absorption Of Fine Aggregate	C-128 / T84	58.00
B5	Resist. To Plastic Flow Of Bituminous Mix Using Marshall	D-1559 / T245	25.00
B6	Briquette Molding And Unit Weight Only (Min 3 Briquettes)	D-2726 / T166	70.00
B7	Density Of Bituminous Pvmt. In Place By Nuclear Methods	D-2950 / T230	35.00
B8	Bulk Specific Gravity Of Compacted Mix Using SSD Specimens	D-2726 / T166	25.00
B9	Complete Asphalt Mix Design By Marshall Method	D1559; MX-2 / T245	1,600.00
B10	Fractured Face Count Of Aggregate	CITY SPECS.	30.00
B11	Quantitative Extraction Of Bitumen By Nuclear Method	T-287 / D-4125	40.00
B12	Quantitative Extraction Of Bitumen	D-2172 / T164	46.00
B13	Mechanical Analysis Of Extracted Aggregate (Gradation)	T-30 / T308	42.00
B14	Voids In Mineral Aggregate (VMA)	R35	N/A
B15	Dust to Binder Ratio	R35	N/A
B16	Determination of Asphalt Content of Hot Mix Asphalt (HMA) by Bidder Ignition	D630/T308	115.00
B17	Density of Hot Mix Asphalt (HMA) Specimens by Means of the SHRP Gyrotory Compactor	D6925/T312	135.00
B18	*Asphalt Coring 4" Dia. up to 4" Depth (Sawcut Edges)		125.00
B19	*Asphalt Coring 4" Dia./Per Depth Greater Than 4" (Sawcut Edges)		20.00/ IN.

B20	*Asphalt Coring 6" Dia. up to 4" Depth (Sawcut Edges)		\$ 140.00
B21	*Asphalt Coring 6" Dia./Per Depth Greater Than 4" (Sawcut Edges)		25.00/ IN.
B22	*Asphalt Coring 8" Dia. up to 4" Depth (Sawcut Edges)		180.00
B23	*Asphalt Coring 8" Dia./Per Depth Greater Than 4" (Sawcut Edges)		30.00/ IN.
B24	*Asphalt Coring 10" Dia. up to 4" Depth (Sawcut Edges)		220.00
B25	*Asphalt Coring 10" Dia./Per Depth Greater Than 4" (Sawcut Edges)		40.00/ IN.
B26	*Asphalt Coring 12" Dia. up to 4" Depth (Sawcut Edges)		250.00
B27	*Asphalt Coring 12" Dia./Per Depth Greater Than 4" (Sawcut Edges)		50.00/ IN.
B28	Unit Weight Of Cored Specimens		20.00
B29	Complete Pvmt. Design Given ESAL. Includes (3) Borings To A Depth Of 3 Feet To Determine Existing Soil R-Value		1,000.00
B30	Additional Borings To Determine Soil R-Value (Cost Per Ft.)		23.00/ft
B31	Theoretical Maximum Specific Gravity And Density	D-2041 / T209	60.00
B32	Complete Battery Of Tests For Asphalt Concrete Surface Course Materials To Include: Sampling And Transportation Of Bituminous Materials, Briquette Molding (3 min.), Unit Weight Determination, Air Voids, Maximum Specific Gravity, (1) Quantitative Analysis Of Bitumen, (1) Mechanical Sieve Analysis Of Extracted Aggregate, Stability & Flow Determination, to include min. of 1 and max of 3 mat density cores --(Complete)	AS INDICATED UNDER ITEMS (B1 THRU B17) ABOVE	950.00
B33	Complete Battery Of Tests For Asphalt Concrete Surface Course Materials To Include: Sampling And Transportation Of Bituminous Materials, Briquette Molding (3 min.), Unit Weight Determination, Air Voids, Maximum Specific Gravity, (1) Quantitative Analysis Of Bitumen, (1) Mechanical Sieve Analysis Of Extracted Aggregate, Stability & Flow Determination, to include a min. of 3 and a max. of 6 in-Place Densities Of Bituminous Concrete By Nuclear Method--(Complete)	AS INDICATED UNDER ITEMS (B1 THRU B17) ABOVE	600.00

B34	Complete Battery of Tests For Super Pave Asphalt Surface Course Materials to Include: Sampling and Transportation of Bituminous Materials, Gyrotory Compaction, Asphalt Content, Mechanical Sieve Analysis, Air Voids, Voids in Mineral Aggregate, Dust to Binder Ratio and shall include a min. of 1 and max of 3 mat density cores---Complete	AS INDICATED UNDER ITEMS (B1 THRU B17) ABOVE	N/A
B35	Complete Battery of Tests For Super Pave Asphalt Surface Course Materials to Include: Sampling and Transportation of Bituminous Materials, Gyrotory Compaction, Asphalt Content, Mechanical Sieve Analysis, Air Voids, Voids in Mineral Aggregate, Dust to Binder Ratio and shall include a min. of 3 and max of 6 in-place Densities of Bituminous Concrete By Nuclear Method---Complete	AS INDICATED UNDER ITEMS (B1 THRU B17) ABOVE	N/A

\*Location of cores shall be determined by City of Las Cruces and be representative samples of the entire road cross section.

<b>TESTING OF CONCRETE MATERIALS</b>			
<b>ITEM</b>	<b>TEST PROCEDURE</b>	<b>TEST METHOD ASTM OR AASHTO</b>	<b>UNIT COST \$/EA</b>
C1	Compressive Strength Of Concrete Cylinders Complete Including: Sampling, Temperature, One (1) Slump Test, One (1) Air Entrainment Test, Preparation Of (4) Cylinders Retrieving Cylinders And Laboratory Curing, And Breaking And Reporting The Cylinders 1 @ 7 And 3 @ 28 Days As Per City Of Las Cruces Specifications	C-31, 39, 172, 1064	\$ 125.00
C2	Air Entrainment Test	C-231	20.00
C3	Additional Slump Test	C-143	15.00
C4	Unit Weight	C-138	20.00
C5	Additional Cylinders 6" X 12"		25.00
C6	Same As C1 With 4" X 8" Cylinders		125.00
C7	Additional Cylinders 4" X 8"		25.00

## TESTING OF CONCRETE INSTALLATIONS

ITEM	TEST PROCEDURE	TEST METHOD ASTM OR AASHTO	UNIT COST \$/EA
CC1	Field Coring Concrete 2" Dia. up to 4" Depth W/Sawcut Edges	C-42	\$ 110.00
CC2	Field Coring Concrete 2" Dia. Greater Than 4" Depth W/Sawcut Edges	C-42	18.00/in
CC3	Field Coring Concrete 4" Dia. up to 4" Depth W/Sawcut Edges	C-42	125.00
CC4	Field Coring Concrete 4" Dia. Greater Than 4" Depth W/Sawcut Edges	C-42	20.00/in
CC5	Field Coring Concrete 6" Dia. up to 4" Depth W/Sawcut Edges	C-42	140.00
CC6	Field Coring Concrete 6" Dia. Greater Than 4" Depth W/Sawcut Edges	C-42	25.00/in
CC7	Field Coring Concrete 8" Dia. up to 4" Depth W/Sawcut Edges	C-42	180.00
CC8	Field Coring Concrete 8" Dia. Greater Than 4" Depth W/Sawcut Edges	C-42	30.00/in
CC9	Field Coring Concrete 10" Dia. up to 4" Depth W/Sawcut Edges	C-42	220.00
CC10	Field Coring Concrete 10" Dia. Greater Than 4" Depth W/Sawcut Edges	C-42	40.00/in
CC11	Field Coring Concrete 12" Dia. up to 4" Depth W/Sawcut Edges	C-42	250.00
CC12	Field Coring Concrete 12" Dia. Greater Than 4" Depth W/Sawcut Edges	C-42	50.00/in
CC13	Curing, Preparation, And Breaking 2 Inch Cores	C-42	25.00
CC14	Curing, Preparation, And Breaking 4 Inch Cores	C-42	25.00
CC15	Curing, Preparation, And Breaking 6 Inch Cores	C-42	25.00
CC16	Curing, Preparation, And Breaking 8 Inch Cores	C-42	25.00
CC17	Curing, Preparation, And Breaking 12 Inch Cores	C-42	25.00

### TESTING OF CONCRETE AGGREGATES

ITEM	TEST PROCEDURE	TEST METHOD ASTM OR AASHTO	UNIT COST \$/EA
CM1	Concrete Mix Design ACI 211.1	D-75, C-127, 128, 136	\$ 800.00
CM2	Additional Mix Design Using Same Aggregate Samples	C-192, 231	210.00

### TESTING OF MORTAR INSTALLATIONS

ITEM	TEST PROCEDURE	TEST METHOD ASTM OR AASHTO	UNIT COST \$/EA
MCI	Sampling And Making 6- 2" Cubes Complete	C-109 / T106	\$ 80.00
MC2	Compressive Strength Of 6- 2" Mortar Cubes (Cure And Break). 2 For 7, 3 For 28 Day	C-109 / T106	48.00
MCI	Sampling And Making 4- 4"X8" Cylinders Complete	C-780	80.00
MC2	Compressive Strength Of 4- 4"X8" Cylinders (Cure And Break). 1 For 7, 3 For 28 Day	C-780	48.00

### TRAVEL RATES

(Travel Rates Include Mileage and Technician Time)

ITEM		UNIT COST \$/MILE
M1	Mileage Rates For Travel Outside City Limits Rate/Mile	\$ 2.20/mi
M2	Mileage Rates For Sampling Batch Plants (Mileage Determined From Laboratory To Plant With Computer Generated Driving Routes)	2.20/mi

### PROFESSIONAL RATES

ITEM	TYPE OF PROFESSION	HOURLY \$/EA	OVERTIME \$/EA
H1	Professional Engineer	\$ 150.00	\$ 150.00
H2	Expert Testimony	250.00	250.00
H3	Engineering Technologist	55.00	82.50
H4	Engineering Technician	40.00	60.00
H5	Administration	30.00	45.00

**MISCELLANIOUS RATE**

<b>ITEM</b>			<b>UNIT COST \$/EA</b>
<b>MR1</b>	<b>Cancellation of Test by City, lab must be on site per Item I of Section III-Scope, RFP 14-15-109.</b>		\$ 40.00

**End of Cost Proposal**