AZ AG Contract No. KR95-2754TRN
NDOT Contract No. 2721
ADOT ECS File No. JPA 95-218
TRACS No: N 900-0-301/H4195 01D
Project: Materials Testing

Hwy Agreement No P046-96-025

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE STATE OF NEVADA

THIS AGREEMENT is entered into 22 March, 1996, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION ("Arizona") and the STATE OF NEVADA, acting by and through its DEPARTMENT OF TRANSPORTATION ("Nevada").

I. RECITALS

1. Arizona is empowered by Arizona Revised Statutes Section 28-108 and 28-114 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of Arizona.

2. Nevada is empowered by Nevada Revised Statutes Section 277.180 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of Nevada.

3. Nevada has a requirement for concrete girder testing in Arizona, as the girder manufacturing plant is in Tucson. Arizona has the necessary technical equipment and skilled personnel available to accomplish such testing, on a cost reimbursement basis, at an estimated cost to Nevada of $20,000.00.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 20593
FILED WITH SECRETARY OF STATE
Date Filed 03/26/96
Jane Lee Hull
Secretary of State
By Vicky Grainewald

II. SCOPE OF WORK

1. Arizona will:

a. Furnish labor, equipment and supplies necessary to perform the testing of materials and girder construction as requested in writing by Nevada and agreed to by Arizona.

b. Perform the testing at various locations within Arizona in accordance with project plans and special provisions, and in accordance with the Arizona and Nevada Department of Transportation Standard Specifications for Road and Bridge Construction and supplements thereto, the American Society for Testing Materials and American Association of State Highway and Transportation Officials guidelines.

c. Provide Nevada with timely and appropriate reports or testing results, and furnish Nevada with as much pertinent information as appropriate concerning the testing activities performed.

d. No more often than monthly, invoice Nevada for services provided, in accordance with Exhibit A, which is attached hereto and made a part hereof, for the reasonable direct actual cost of services provided, in a total amount estimated at $20,000.00.

2. Nevada will:

a. Request testing by Arizona in writing with sufficient lead time to allow Arizona to properly schedule the personnel and work.

b. Reimburse Arizona for testing services provided within 45 days after receipt of invoices.

III. MISCELLANEOUS PROVISIONS

1. This agreement is subject to the appropriation and availability of funds of the respective parties hereto and shall remain in force and effect until completion of said testing; provided, however, that this agreement may be cancelled at any time by either party upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State of Arizona and Nevada.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511, as regards conflicts of interest on behalf of Arizona state employees.

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to audit are applicable to this contract.

5. The parties shall select a claims process acceptable to Nevada and Arizona, and shall process any and all claims through said process. Said claims process shall include a provisions for arbitration.

6. The employees assigned to perform any services under the terms of this agreement shall remain solely the employees of their respective agencies and will not be entitled to any additional compensation or benefits by reason of this agreement. The illegality or invalidity of any provision or portions of this agreement shall not affect the validity of the remainder of this agreement. This agreement constitutes the entire contract between the parties and shall not be modified unless in writing and signed by the parties.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 South 17th Avenue, MD 616E
Phoenix, AZ 85007

Department of Transportation
Materials Manager
1263 South Stewart Street
Carson City, NV 89712

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of their respective state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF NEVADA
Department of Transportation

By _____ for
THOMAS E. STEPHENS
Director

FEB. 2, 1996
date

STATE OF ARIZONA
Department of Transportation

By _____
AUGUST V. HARDT
Deputy State Engineer

Feb 13, 1996
date

Approved as to Legality and Form

_____
Deputy Attorney General

426/6-8

JPA 95-218

RESOLUTION

BE IT RESOLVED on this 13th day of December 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the State of Nevada for the purpose of defining responsibilities for materials testing by ADOT at the TPAC Tucson plant on behalf of NDOT.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

for LARRY S. BONINE
Director

JPA 95-218

DETERMINATION

Arizona Contract No. JPA 95-218, and Nevada Contract No. 2721, which is an agreement between states; to wit; the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, and the STATE OF NEVADA, DEPARTMENT OF TRANSPORTATION has been reviewed by the undersigned attorney for the the State of Nevada who has determined that it is in the proper form and within the powers and authority granted to the State of Nevada under the laws of the State of Nevada.

No opinion is expressed as to the authority of the State of Arizona to enter into said agreement.

DATED this 5th day of March, 1996.

THE STATE OF NEVADA

Brian Hutchins

Deputy Attorney General

MATERIALS SAMPLE ANALYSIS RATE SCHEDULE

(Effective October 1, 1995)

Effective October 1, 1995 an hourly rate of $34.00 will be used to charge for services performed by Central Laboratory, Materials Group, Intermodal Transportation Division, Arizona Department of Transportation. The following gives the direct labor hours and the rate for each test. All rates have been adjusted to the nearest $0.50. The rates are applicable to all ADOT personnel. All other agencies or companies are charged these rates plus a 50% markup to cover other Department costs.

ASPHALT

Test Charge #	Rate @ $34.00	Test	Hours
201	13.00	Absolute Viscosity	0.378
202	13.00	Anti-Stripping Agent in Asphalt Cement (Sand Method)	0.378
203	7.50	Asphalt Emulsion Particle Charge	0.214
204	44.00	Cement Mixing Test	1.300
205	42.50	Demulsibility	1.246
206	32.50	Distillate (Distillation of Liquid Asphalt)	0.954
207	36.50	Ductility Test	1.077
208	42.00	Flash Point	1.240
209	26.00	Kinematic Viscosity	0.766
210	16.50	Loss by Rolling Thin Film Oven	0.487
211	68.00	Microviscosity Test	2.003
212	33.00	Penetration Test	0.975
213	11.00	Rapid Set Cationics - Uncoated Particles	0.325
214	35.00	Residue by Evaporation	1.028
215	40.00	Residue from Evaporation (AASHTO Method)	1.171
216	27.50	Residue from Vacuum Recovery	0.812
217	31.00	Saybolt-Furol Viscosity	0.918
218	33.00	Settlement	0.975
219	27.50	Sieve Test	0.812
220	28.50	Solubility	0.843
221	22.00	Specific Gravity of Asphalt	0.650
222	13.50	Spot Test	0.403
223	37.00	Stripping Test - Accelerated Method	1.083
224	11.00	Write-up	0.325
225	34.00	Rotary Vacuum Recovery	1.000
226	11.50	Ash Correction	0.333
227	48.00	Schweyer Viscosity	1.417
228	34.00	Float Test	1.000
229	57.00	Storage Stability of Emulsions	1.671
230	51.00	Elastic Recovery of Asphalts (Kentucky Snip Test)	1.500
231	59.50	Torsional Recovery	1.750
232	25.50	Softening Point	0.750
233	24.50	Absolute Viscosity (Polymer Modified Asphalts)	0.717
234	31.00	Percent Rubber in Asphalt Rubber (Extraction)	0.917

ASPHALT
(Continued)

Test Charge #	Rate @ $34.00	Test	Hours
235	13.00	Haake Viscosity	0.378
236	14.00	Brookfield Viscosity	0.417
237	8.50	Dynamic Shear	0.250
238	11.50	Pressure Aging	0.333
239	20.00	Bending Beam	0.583
240	17.00	Direct Tension	0.500

BITUMINOUS MIXES

Test Charge #	Rate @ $34.00	Test	Hours
301	34.50	Bitumen, percent by Soxhlet Extraction	1.017
302	37.50	Bitumen, percent by Vacuum Extraction	1.105
303	36.00	Moisture Determination	1.062
304	12.50	Write-up	0.362
305	53.00	Asphalt Retention Factor (each sample)	1.563
307	7.50	Coarse Sieve of Extracted Aggregate	0.216
308	90.50	Calibration for Determination of % Asphalt by Nuclear Method	2.667
309	7.00	Determination of % Asphalt by Nuclear Method	0.200
310	34.00	Calibration for Determination of % Asphalt by Ignition Method (for three samples)	1.000
311	11.50	Determination of % Asphalt by Ignition Method (one sample)	0.333

CEMENT

Test Charge #	Rate @ $34.00	Test	Hours
401	27.00	Air Content	0.800
402	54.00	Compressive Strength (each set of three cubes)	1.592
403	12.00	Fineness - Specific Surface	0.347
404	30.00	Normal Consistency	0.880
405	41.00	Soundness - Autoclave Expansion	1.200
406	27.00	Time of Set	0.800
407	23.00	Write-up and Prepare (Mortar Strength, Organic Impurities, and Soundness)	0.682
408	135.50	Mortar Strength-Compressive Strength (2" x 4" Cylinder)	3.988
409	12.00	Organic Impurities (Colorimetric)	0.350
410	107.00	Soundness - Sodium Sulfate Method	3.150
411	25.50	Specific Gravity	0.750
412	25.50	Fineness - 325 Sieve	0.750
413	12.00	Write-up (Cement)	0.350

ASPHALTIC CONCRETE MIX DESIGNS

Test Charge #	Rate @ $34.00	Test	Hours
501	51.00	Crush Sample	1.500
502	23.50	Composite Grading	0.690
503	15.50	Sample Preparation & Mixing	0.458
506	3.50	Cohesion	0.100
507	5.00	Bulk Density (each specimen)	0.145
508	3.50	Voids Analysis	0.101
509	57.50	Maximum Density - Rice Method	1.685
510	27.50	CKE Values (coarse or fine)	0.814
511	17.00	IMC (compacting & breaking each specimen)	0.500
512	14.50	Write-up	0.431
513	153.00	Slurry Seal Design	4.500
514	13.50	Modulus of Resilience	0.400
515	10.00	Marshall Compaction (each specimen)	0.291
516	0.50	Marshall Stability & Flow (each specimen)	0.021
517	8.50	Sawing Core	0.250
518	217.00	A.C.F.C. Design	6.383
519	18.00	Tensile Strength Ratio (each specimen)	0.536

CHEMISTRY

Test Charge #	Rate @ $34.00	Test	Hours
		Air Entraining Agents	
6010	11.00	Total Solids	0.325
6020	16.50	Vinsol Resin	0.487
6030	42.50	I.R. Scan	1.246
		Bituminous Coated Galvanized Shapes	
6040	36.50	Adherence of Coating	1.068
6050	72.50	Heat Stability	2.137
6060	36.50	Moisture Resistance	1.068
		Cement and Fly Ash	
6070	44.00	Total Alkali (Na_2O + K_2O)	1.300
6080	66.50	Quantitative Cl Test	1.950
6090	287.50	Complete Analysis (K, Na, Al, Fe, Ca, Mg, Si, SO_3, Insoluble Residue, Loss on Ignition)	8.450
		Concrete (Chemical Analysis)	
6100	933.50	Cement Content of Hardened Portland Cement Concrete	27.462
6120	33.00	Chloride Content of Hardened Concrete	0.975
		Curing Compounds	
6140	37.00	Percent Non-Volatiles	1.082
6145	60.50	Pigment - percent	1.781
6150	40.50	Total Solids	1.196
6155	43.00	Reflectivity	1.262
6160	42.50	I.R. Scan	1.246
		Gypsum	
6165	33.00	Loss on Ignition	0.975
6175	88.50	A.A. Analysis of Ca, Mg	2.600
6185	66.50	SO_4 - Gravimetric Analysis	1.950
		Lime and Quicklime	
6195	88.50	A.A. Analysis of Ca, Mg	2.600
6205	33.00	Loss on Ignition	0.975
6215	11.00	Sieve Test	0.325
		Water Reducing Agents	
6225	33.00	Quantitative Cl Test	0.975
6235	42.50	IR Scan	1.246
6245	11.00	Total Solids	0.325

CHEMISTRY
(Continued)

Test Charge #	Rate @ $34.00	Test	Hours
		Paint	
6255	44.00	Total Solids (by weight)	1.300
6260	60.50	Pigment - percent	1.781
6265	5.50	Wt./gal.	0.162
6270	42.50	IR Scan	1.246
6275	5.50	No Pickup Time	0.162
6280	16.50	Set to Touch	0.487
6285	11.00	Dry Hard	0.325
6290	11.00	Viscosity	0.325
6295	37.00	Total Solids (by volume)	1.083
6300	11.00	Hot Water Resistance	0.325
6305	11.00	Cold Water Resistance	0.325
6310	44.00	Retained on a 325 Mesh Screen	1.300
6315	68.00	Chemical Analysis of Pigment	1.998
6320	17.00	Dry Opacity	0.500
6325	17.00	Yellowness Index	0.500
6330	17.00	Reflectance	0.500
6331	45.00	Testing of Paint Films	1.317
		Geosynthetics	
6335	12.50	Geosynthetic Test Calculations and Write-up	0.366
		Geotextile Fabrics	
6365	42.50	Sample Preparation - Fabrics	1.250
6370	17.50	Grab Tensile Test (8 test samples)	0.516
6375	17.50	Trapezoidal Tear Test (8 test samples)	0.516
6380	8.50	Puncture Test (4 test samples)	0.250
6385	8.50	Ball Burst Test (4 test samples)	0.250
6390	25.50	Permittivity (4 test samples)	0.750
6395	8.50	Fabric Thickness and Weight (4 to 8 test samples)	0.250
6400	8.50	Fabric Melting Point (Paving Fabric)	0.250
		Geocomposite Cores	
6405	8.50	Core Dimensions (4 test samples)	0.250
6425	17.00	Compressive Strength - Core (4 test samples)	0.500
		Geogrids	
6445	68.00	Geogrid Tensile Tests (8 test samples)	2.000
6455	8.50	Sample Preparation - Geogrids	0.250
6465	8.50	Geogrid Dimensions (Thickness and openings)	0.250

CHEMISTRY
(Continued)

Test Charge #	Rate @ $34.00	Test	Hours
		Prismatic Reflector	
6475	26.00	Vacuum Test	0.758
6495	22.00	Specific Brightness	0.650
		Water	
6515	13.00	Total Dissolved Solids	0.381
6525	11.00	pH	0.325
6535	33.00	Quantitative Cl Test	0.975
		A.A. Analysis for:	
6545	88.50	Cl	2.600
6550	88.50	SO_4	2.600
6555	66.50	Ca	1.950
6560	66.50	Mg	1.950
6565	66.50	Na	1.950
6570	66.50	K	1.950
6575	66.50	Fe	1.950
6815	66.50	Percent Carbonates in Aggregate (ARIZ 238)	1.950
6820	17.00	Bridge Pad (Durometer Hardness, Number of Plies, etc.)	0.500
6825	24.00	Cellular Bridge Deck Seal (Compression Set and Cold Flex)	0.713
6830	24.00	Expansion Joint Filler (Compression & Recovery)	0.713
6835	42.50	IR Scan - Spectrum Analysis	1.246
6840	20.50	Roofing Paper - Plies & Weight 1 Roll	0.598
6845	66.50	Sulfer (Soil Conditioner) - Solubility in CS_2	1.950
6850	132.50	Porcelain Sign Panels - Boiling Citric Acid Test	3.900
6855	7.50	Sign Panel - Paint Thickness & Color	0.216
6860	26.00	Reflective Sheeting-Trichromatic Coefficients	0.758
6865	19.00	Water Stop - Durometer Hardness, etc.	0.557
6870	12.50	Write-up	0.365
6875	10.00	PVC Electrical Conduit – Resistance to Crushing	0.297
6880	59.50	Volatile Organic Compounds	1.750
6885	33.00	Asphaltenes in Petroleum Resin	0.975
6890	153.00	Chemical Separation of Asphalts (Rostler Analysis)	4.496
6895	153.00	Saturates	4.496
6900	8.50	Dimensional Test	0.250
6905	34.00	Chloride in Soils (CALTRANS 422)	1.000
6910	51.00	Sulfate in Soils (CALTRANS 417)	1.500
6915	24.00	Thermoplastic (Thickness, Width, Color, and Abrasion)	0.713
6920	24.00	Raised Pavement Marker (Type, Load, and Specific Intensity)	0.713

CHEMISTRY
(Continued)

Test Charge #	Rate @ $34.00	Test	Hours
6925	16.50	Reflector Tab (Dimensional and Specific Intensity)	0.487
6930	16.50	Pavement Tape (Dimensional and Specific Intensity)	0.487
6935	24.00	Chip Seal Pavement Marker (Durometer Hardness, Dimensional, and Specific Intensity)	0.713
6936	73.50	Exchangeable Sodium in Topsoil (ARIZ 729)	2.167
6937	25.50	Calcium Carbonate Content of Soils (ASTM D4373)	0.750
6938	62.50	Chloride in Hardened Concrete (ARIZ 727)	1.833
6939	8.00	Non-Reflective Pavement Markers (Load)	0.238
6940	8.50	Durometer Hardness (ASTM D2240)	0.250

SOILS AND AGGREGATE

Test Charge #	Rate @ $34.00	Test	Hours
701	34.00	Abrasion Test	1.001
702	159.50	Cement Treated Base Design (charge for each change of percent cement and/or change of aggregate)	4.697
703	9.00	Coarse Sieving of M.A. for Mix Design	0.259
704	8.50	Composite Grading or Average Grading	0.251
705	35.50	Crush Sample (set up and run through crusher)	1.050
706	47.50	Expansive Pressure of Soil	1.400
707	24.00	Fine Sieve/Elutriation Test	0.700
708	40.00	Fractured Aggregate Particles Determination	1.180
709	131.00	Proctor Maximum Density (Other than one point)	3.846
710	95.00	Permeability Test for Soil	2.800
711	19.00	Plasticity Index Test	0.555
712	12.00	Pulverize Soil Sample	0.350
713	240.50	"R" Value Test	7.077
714	47.00	Resistivity and pH	1.385
715	35.50	Sand Equivalent Test (Average of 3)	1.050
716	95.00	Direct Shear Strength of Soils (3 points)	2.799
717	256.00	Soil Consolidation Test	7.525
718	26.00	Soil Hydrometer Analysis	0.758
719	12.00	Soil - Moisture Content	0.350
720	45.50	Soil - Swell Percent	1.341
721	12.00	pH & Soluble Salts in Soil	0.350
722	33.00	Washed P.I. Test	0.969
723	10.00	Write-up	0.298
724	24.00	Flakiness Index Test	0.700
725	19.50	Coarse Specific Gravity and Absorption	0.575
726	73.50	Fine Specific Gravity and Absorption	2.156
727	34.00	Unconfined Compression	1.000
728	51.00	Triaxial Shear	1.500
729	17.00	Dry Unit Weight	0.500
730	11.00	pH	0.325
731	41.00	Uncompacted Void Content	1.200
732	14.00	Coarse Sieving of Materials other than M.A. for Mix Design	0.417
733	38.50	Proctor Maximum Density (One Point)	1.129

STRUCTURAL MATERIALS

Test Charge #	Rate @ $34.00	Test	Hours
		Concrete Blocks, Bricks, Sewer Bricks, Manhole Bricks	
801	35.50	Absorption Test	1.050
802	47.50	Measure, Cap and Break	1.400
		Concrete and Ceramic Pipe	
803	18.00	Absorption Test	0.525
804	47.00	Inspect, Compress, Stamp	1.385
		Concrete Cores	
805	17.00	Saw, Cap and Break	0.500
806	24.00	Measure Only	0.700
		Bolts & Washers	
807	12.00	Compressive Washers	0.350
808	8.50	Measurement (high strength bolts and washers)	0.250
809	17.00	Tensile Strength (high strength bolts)	0.500
810	12.00	Rockwell Hardness	0.350
		Grout Testing	
811	22.50	Non-shrink Grout Expansion	0.667
812	17.00	Bond Strength (Slant Shear)	0.500
813	12.00	Concrete Cylinders (Dry, Cap, Break)	0.350
814	22.00	Pre-Stress Concrete Cable Strand	0.641
815	24.00	Reinforcing Steel	0.700
816	17.50	Reinforcing Wire Mesh (Cut, Measure, Break)	0.516
817	17.50	Strain Cable for Wire Fencing	0.516
818	17.00	Swiss Hammer Impact Test on Concrete	0.500
819	12.00	Write-up	0.350
820	155.50	Concrete Mix Design (Weigh, Mix, Fabricate, Calculate)	4.575
821	35.50	PVC Water Pipe (Measure, Cap, Break, Compress)	1.050
822	381.00	Time of Set - Concrete Admixture	11.200
823	190.50	Epoxy Testing (complete)	5.600
825	15.50	Barbed Wire - Spelter, Gauge and Barb Spacing	0.453
827	15.50	Spelter on Galvanized Articles	0.453
828	62.50	Curing Compound - Water Loss kg/m^2	1.841
829	5.50	Fence Post (wt./ft.)	0.167
830	143.50	Glass Beads	4.225
831	103.50	Pourable Joint Seal (Pot-Life, Non Volatiles, and Penetration)	3.049

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE: 542-5025
TELECOPIER: 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-2754-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 15th day of March, 1996.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
9042G