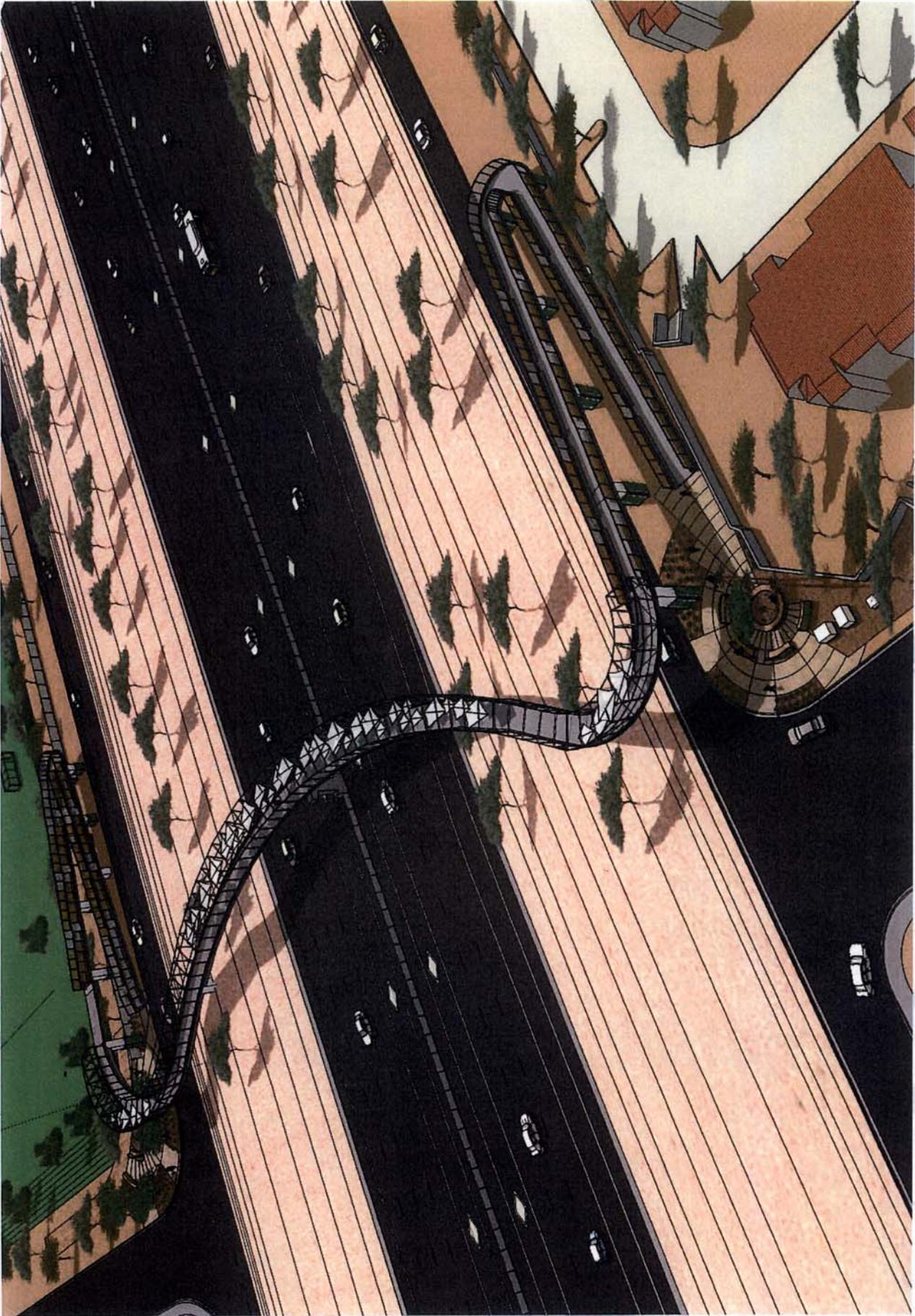


Add info #12

SEP 13 2012



“CROWN” concept

Birds Eye Perspective View

Galveston Street Bicycle & Pedestrian Bridge 12.1.2009





“CROWN” concept

NB Loop 101 Perspective View

Galveston Street Bicycle & Pedestrian Bridge 12.1.2009



Chandler - Arizona
Where Values Make The Difference

TYLIN INTERNATIONAL





“CROWN” concept

SB Frontage Rd Perspective

Galveston Street Bicycle & Pedestrian Bridge 12.1.2009





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Where Values Make The Difference

#12
SEP 13 2012 Chandler



MEMORANDUM Transportation & Development - Memo No. TR13-002

DATE: SEPTEMBER 13, 2012

TO: MAYOR & COUNCIL

THRU: RICH DLUGAS, CITY MANAGER *RD*
PAT MCDERMOTT, ASSISTANT CITY MANAGER *PM*
R.J. ZEDER, TRANSPORTATION & DEVELOPMENT DIRECTOR *RJ*

FROM: DANIEL W. COOK, P.E., TRANSPORTATION MANAGER *DW*

SUBJECT: RESOLUTION NO. 4639, AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF CHANDLER AND THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION ADMINISTRATION AND MAINTENANCE OF THE GALVESTON STREET PEDESTRIAN BRIDGE OVER THE PRICE FREEWAY.

RECOMMENDATION: Staff recommends approval of Resolution No. 4639 authorizing the City to enter into an Intergovernmental Agreement (IGA) between the City of Chandler and the Arizona Department of Transportation for the construction administration and maintenance of the Galveston Street Pedestrian Bridge over the Price Freeway.

BACKGROUND/DISCUSSION: In 2009 the City received a federal grant for the design and construction of the Galveston Street Bridge over the Price Freeway. About that time, the Arizona Department of Transportation (ADOT) constructed a pedestrian bridge pier in the median of the Price Freeway for this bridge as part of the high occupancy vehicle (HOV) lane construction project. This pier was funded by the City at a cost of \$162,000. In early 2012, the City received additional federal grant funding for the construction of the pedestrian bridge. The additional federal funding is anticipated to be adequate for construction and construction administration of the project, meaning the remaining work for the project is fully funded. However due to a recent change in ADOT requirements, the City will need to reimburse ADOT \$10,000 for their design review before the project is authorized for construction.

As part of the implementation of the project the City will need to enter into an IGA with ADOT regarding the operation and maintenance of the bridge. Additionally, ADOT requested, and the City agreed, that ADOT would be best qualified to do the construction administration on the project. This includes the project bidding and the award of the construction contract, which will also require an IGA. Because the City is responsible for all costs in excess of the grant amount, should the bids come in too high, the City will have the opportunity to make an informed decision about proceeding with the project before ADOT awards the project. The key terms of the IGA are as follows:

- Chandler will:
 - Sweep, clean, pick up litter, and paint over graffiti
 - Maintain the bridge cage, and the aesthetic elements
 - Maintain the solar lighting system for the bridge
 - Pay for the required bridge inspections that are required every three years
 - Make any minor repairs to the bridge that are not structural in nature
 - Maintain the landscaped areas at the base of the access ramps
 - Have approval authority of any project change orders
 - Provide any necessary City permits at no cost
 - Enter into an agreement with the design consultant for special bridge inspections the cost of which will be reimbursed by the grant
 - Be responsible for any project costs over the available federal funding of \$3.7 M

- ADOT will
 - Do the construction administration of the project, including advertising, bidding, awarding the contract, construction management, and project close-out
 - Provide any necessary ADOT permits at no cost to the project
 - Be responsible for structural repairs to the bridge substructure and superstructure from abutment to abutment

TRANSPORTATION COMMISSION: At the May 9, 2012 meeting of the Transportation Commission, the Commission voted unanimously to forward a recommendation for approval of the IGA with ADOT for the construction administration and the maintenance of the Galveston Street Pedestrian Bridge over the Price Freeway.

FINANCIAL: The remaining work on this project is funded with a federal Congestion Management Air Quality (CMAQ) grant designated for pedestrian and bicycle facilities in an amount of \$3,707,625. This funding can only be used for this project. The estimated project costs are:

\$2,999,684	Construction
\$ 449,952	ADOT Construction Administration – 15%
\$ 30,000	Special Inspections by Designer – 1%
<u>\$ 149,984</u>	<u>Contingency – 5%</u>
\$3,629,620	Estimated Total Project Cost

If the project costs are more than the grant amount, \$3,707,625, the City will be responsible for funding those costs. If the project costs are less than the grant amount, the un-used federal funding will be de-obligated back to the federal government. Additionally, the City needs to reimburse ADOT \$10,000 for their design review costs before the project is authorized for construction.

PROPOSED MOTION: Move to approve Resolution No. 4639, authorizing the City to enter into an Intergovernmental Agreement (IGA) between the City of Chandler and the Arizona Department of Transportation for the construction administration and maintenance of the Galveston Street Pedestrian Bridge over the Price Freeway, and authorizing the Mayor to sign the IGA.

Attachments: Resolution No. 4639, Intergovernmental Agreement

RESOLUTION NO. 4639

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHANDLER AND THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION ADMINISTRATION AND MAINTENANCE OF THE GALVESTON STREET PEDESTRIAN BRIDGE OVER THE PRICE FREEWAY.

WHEREAS, the City of Chandler and the Arizona Department of Transportation (ADOT) desire to construct the Galveston Street Bridge over the Price Freeway ; and

WHEREAS, ADOT desires to provide the construction management of the project, and acquire the federal funds for the use and benefit of the project; and

WHEREAS, the City will be responsible of the operations and maintenance of the project; and

WHEREAS, the City will be responsible for any project cost that exceed the available federal grants for the project; and

WHEREAS, the cost sharing for this project will be in accordance with the terms of the Intergovernmental Agreement attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

1. An Intergovernmental Agreement between the City of Chandler and ADOT is approved in substantially the form attached hereto as Exhibit "A" for the purpose of constructing the Galveston Street Pedestrian Bridge over the Price Freeway, and ADOT providing the construction administration, and the City providing the ongoing operations and maintenance of the bridge.
2. The Mayor of the City of Chandler is authorized to execute the Intergovernmental Agreement.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2012.

ATTEST:

CITY CLERK

MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY *GAB*

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4639 was duly passed and approved by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2012, and that quorum was present thereat.

CITY CLERK

ADOT File No.: IGA/JPA 12-043-I
AG Contract No.: P001 2012 002823
Project: Construct Multi-Use Path &
Bridge
Section: Loop 101 (Price Freeway) at
Galveston Street
Federal Project No.: CHN-0(208)A
ADOT Project No.: SS712 01C
TIP/STIP No.: CHN08-610
Budget Source Item No.: LOCAL

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF CHANDLER

THIS AGREEMENT is entered into this date _____, 2012, pursuant to the Arizona Revised Statutes § 11-951 through § 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF CHANDLER, an Arizona municipal corporation (the "City"). The State and the City are collectively referred to as "Parties."

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 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 authorized the undersigned to execute this Agreement on behalf of the City.

3. The work proposed under this Agreement consists of the construction and maintenance of a new multi-use path and bridge over the Loop 101(Price Freeway) at Galveston Street including northbound and southbound Price Road frontage roads, hereinafter referred to as the "Project". The Project will also include, but is not limited to the modification of the Price Road southbound frontage road curb and pavement, hardscape and landscaping, in accordance with the Project plans. The Project will be constructed on State right of way. The City will administer the design and the State will advertise, open bids, award and administer the construction of the Project.

4. As part of the Loop 101 HOV Lane construction project the City has paid \$162,000 for the construction of the bridge pier in the median of the Loop 101 Price Freeway.

5. The Project lies within the boundary of the City and has been selected by the City for development and construction. The survey of the Project site has been completed. The plans, estimates and specifications for the Project will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.

6. The City, in order to obtain federal funds for the construction of the Project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by the City and FHWA, including actual construction engineering and administration costs (CE).

7. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and to authorize such federal funds for the Project pursuant to federal law and regulations.

8. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project scope will only occur with the mutual written consent of both Parties.

9. The federal funds will be used for construction of the Galveston Street Bicycle and Pedestrian Bridge Project, including special inspections, the construction engineering and administration cost (CE).

The estimated Project costs are as follows:

SS712 01D (Design):

State design review fee (SS712 01D)	\$ 10,000.00
Subtotal –Design Review Fee*	\$ 10,000.00

SS712 01C (construction):

Federal-aid funds	\$ 3,707,625.00
ESTIMATED TOTAL Project Cost**	\$ 3,717,625.00

Summary:

Total Estimated City Funds	\$ 10,000.00
Total Federal Funds	\$ 3,707,625.00

* (Included in the City Estimated Funds)
 ** (Includes CE and Project contingencies)

The Parties acknowledge that the final bid amount may exceed the estimated total project costs shown above, and in such case, the City is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the estimated total project costs. If the final bid amount is less than the initial estimate, the difference between the final bid amount plus contingency, construction management, and special inspections, and the estimated total project costs will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

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

II. SCOPE OF WORK

1. The State will:
 - a. Upon execution of this Agreement agree to be the designated agent for and on behalf of the City.

b. Prior to performing or authorizing any work, invoice the City \$10,000.00 for the State's estimated design review fee. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs for the design review fee.

c. On behalf of the City and upon receipt of the design review fee, review and approve all documents required by FHWA to qualify certain projects for and to receive federal funds. Provide comments to the City as appropriate. Such documents may consist of, but are not specifically limited to, environmental documents; the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities and such other related tasks essential to the achievement of the objectives of this Agreement.

d. Submit all documentation required to FHWA with the recommendation that funding be approved for the construction of this Project and request the maximum programmed federal funds.

e. Upon authorization by FHWA and with the aid and consent of the City and the FHWA, the State shall proceed to advertise for, receive and open bids subject to the concurrence of the FHWA and the City, to whom the award is made for and enter into a contract(s) with a firm(s) for the construction of the Project.

f. Upon completion of the Project, notify the City and coordinate the final inspection. The State will accept the Project on behalf of the Parties that the Project has been constructed in accordance with the Project plans/documents and that the Project has been satisfactorily completed.

g. Be responsible for the structural integrity of the bridge, its foundation and structural elements, which includes the main spans over Loop 101, the spans over both frontage roads, the access ramps on the east and west sides, and the stair case on the west side of the Project from center line of bridge abutment on the east side to center line of bridge abutment to the west side as shown on the Project plans.

h. Not be responsible for inspection, non-structural maintenance, or operating the multi-use path and bridge over the Loop 101 (Price Freeway) at Galveston Street according to the National Bridge Inspection Standard (NBIS). Should the City fail to budget or provide for proper and perpetual maintenance ADOT will not be obligated to maintain said Project.

i. Be responsible for maintaining northbound and southbound frontage roads in accordance with the Master Maintenance Agreement, once executed, currently being processed by the Parties.

j. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement, except for as specified, herein.

k. Reimburse the City from the available federal funds for the special Project inspections to be preformed by eligible inspectors contracted with by the City upon receipt of invoices from the City.

2. The City will:

a. Upon execution of this Agreement, designate the State as authorized agent for the City.

b. Prior to the State performing or authorizing any work and within thirty (30) days of receipt of an invoice(s) from the State, remit \$10,000.00 for the State's estimated design review fee of the Project. Be responsible for any difference between both the estimated and actual design review costs and estimated and actual construction costs.

c. Provide to the State design plans, specifications and other such documents and services required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds. Incorporate State design review comments as appropriate.

d. Provide to ADOT all available rights-of-way information that was documented by the City.

e. Be entirely responsible for all costs incurred by the State as set forth under this Agreement and not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs.

f. Hereby grant the State, its agents and/or contractors, without cost, the right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights-of-entry to accomplish among other things, soil and foundation investigations.

g. Enter into an agreement with the design consultant(s), which states that the design consultant shall provide post design services, including but not limited to special inspections during construction, as required and requested, throughout the construction phase of the Project. Upon completion of the construction phase of the Project, provide an electronic version of the as-built plans to Arizona Department of Transportation Local Government Section.

h. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of the scope of work. Be responsible for any contractor claims for additional compensation caused by Project delays that are not the fault of the City or ADOT. Payment for these costs that exceed the amount of federal funds available shall be made within thirty (30) days of receipt of an invoice from the State. Both the City and ADOT will be responsible for any delay costs to the Project associated by the direct or indirect actions City and/or ADOT respectively.

i. Obtain, per established procedures of the State's Phoenix Maintenance District Permit Office, a valid annual blanket Encroachment Permit for the routine/normal maintenance and emergency maintenance work provided by the City within the State's rights-of-way. Agree to obtain separate permits for any new construction or installations in accordance with the Phoenix Maintenance District established procedures. The City agrees all activities performed by the City under this Agreement shall be set forth in and covered by the appropriate Encroachment Permit and in accordance with the Master Maintenance Agreement once executed, currently being processed by the Parties.

j. Provide eligible inspection services during the construction phase of the Project, as requested by the State's Resident Engineer and will be reimbursed for these services. All ADOT policies and procedures will be applicable as coordinated with the Phoenix Construction District (the "District") and the ADOT Construction Group. The City, the District and the Construction Group must agree on the City Inspector. The City Engineering Director must provide the ADOT Construction Group (for pre-approval) all required and current certifications and chargeable rates (labor and equipment). The City Inspector will report to the ADOT Resident Engineer and must comply with all ADOT hardware/software computer requirements; this includes keeping the computer and any information in a secure location. The City Inspector must also utilize ADOT's automated system to complete the required weekly timesheet. The City Inspector will remain an employee of the City and will not be considered an employee of the Arizona Department of Transportation during the term of this Agreement. The City will invoice monthly for reimbursement. All charges must be kept current for both payment and federal reporting purposes. The ADOT Contract Administrator will be Michelle Bowser at MBowser@azdot.gov. The City will be notified of all approvals by the ADOT Construction Group. It is understood by both ADOT and the City that the City Inspector will be assigned to the Project on a part time basis, and that the City Project Manager, Traffic Engineering Inspector, and other support staff will be attending various Project meetings.

k. Be responsible, on an annual basis, for all costs associated with non-structural maintenance and operation of all components associated with the multi-use path and bridge over the Loop 101 (Price Freeway) at Galveston Street in accordance with other related provisions of this Agreement. In addition be responsible for inspection costs, all inspections of the bridge shall be in accordance with the National Bridge Inspection Standards (NBIS). Should the City fail to budget or provide for proper and perpetual maintenance, the State will not be obligated to maintain the bridge.

l. Upon completion of construction, be responsible for the electrical power to maintain lighting of the structure, maintain the hardscape and landscape and all water necessary to maintain said landscape. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping and decomposed granite.

m. Maintain any non-standard State items constructed as part of the Project. Maintenance shall consist of the care of the pedestrian cage, lighting, approach ramp fencing and all surfaces treated with a special, non-standard color paint.

n. Provide proper and perpetual maintenance of the frontage roads in accordance with the Master Maintenance Agreement, once executed, currently being processed by the Parties; sidewalk access approach to the pedestrian bridge on State right of way, and the associated, sweeping, litter pickup and graffiti removal for the Project.

o. Be responsible for any minor non-structural repairs to the bridge, that do not compromise safety and structural stability of the bridge, at the City's cost, including but not limited to fencing and the decorative features of the bridge.

p. Not be responsible for the structural integrity of the bridge, its foundation and structural elements, which includes the main spans over Loop 101, the spans over both frontage roads, the access ramps on the east and west sides, and the stair case on the west side of the Project from center line of bridge abutment on the east side to center line of bridge abutment to the west side as shown on the Project plans.

q. Comply with the Manual on Uniform Traffic Control Devices (MUTCD) (latest edition as published by the Federal Highway Administration (FHWA)) and the City of Chandler Traffic Barricading Manual, during all maintenance operations conducted by the City on State's rights of way. Traffic Control Plans will be reviewed and/or approved by and through the Arizona Department of Transportation (ADOT), Phoenix Maintenance District Permits Office.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits or reimbursements are made. However, any provisions herein for maintenance of the Project provided by the Parties shall be perpetual. Further, this Agreement may be cancelled at any time prior to the award of the construction contract for the Project, upon thirty (30) days written notice to the other Party. It is understood and agreed that should the City cancel this Agreement prior to award of the Project, the City shall be responsible for all costs incurred by the State up to the time of cancelation.

2. If the federal funding related to this Project is terminated or reduced by the federal government, or if Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State and/or the City shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement. The City will be responsible for any Plan Review costs already incurred by the State.

3. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

4. The cost of work covered by this Agreement is to be borne by FHWA and the City, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. If Project bid should exceed the available federal funding, the City in its sole discretion, may choose to either provide the additional funding with local funds, or choose to cancel the Project in accordance with Section 11 below.

5. The cost of the project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).

6. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

7. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

8. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

9. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.

10. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

11. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

12. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

13. 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:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Chandler
Attn: City Manager
PO Box 4008 Mailstop 605
Chandler, AZ 85244-4008
(480) 782- 2210
(480) 782- 2209 - FAX

(With Copies to:)
City of Chandler
Attn: Transportation and Development
Director
PO Box 4008 Mailstop 403
Chandler, AZ 85244-4008
(480) 782- 3400
(480) 782- 3415 - FAX

13. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

14. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

16. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the Parties are authorized under the laws of this 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.

CITY OF CHANDLER

STATE OF ARIZONA

Department of Transportation

By _____
JAY TIBSHRAENY
Mayor

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

ATTEST:

By _____
MARLA PADDOCK
City Clerk

IGA/JPA 12-043I

ATTORNEY APPROVAL FORM FOR THE CITY OF CHANDLER

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF CHANDLER, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2012.

City Attorney G.A.B