



**Chandler • Arizona**  
*Where Values Make The Difference*

**#12**  
MAY 24 2007

**MEMORANDUM PUBLIC WORKS – COUNCIL MEMO TR07-031**

**DATE:** MAY 24, 2007

**TO:** MAYOR AND COUNCIL

**THRU:** W. MARK PENTZ, CITY MANAGER *WMP*  
DANIEL W. COOK ACTING PUBLIC WORKS DIRECTOR *DW*  
MIKE NORMAND, ACTING ASSISTANT PUBLIC WORKS DIRECTOR, *MEZ*  
TRANSPORTATION AND OPERATIONS

**FROM:** MIKE MAH, CITY TRANSPORTATION ENGINEER *mm*

**SUBJECT:** RESOLUTION NO. 4068 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT, JPA06-088, WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR THE DESIGN AND INSTALLATION OF DYNAMIC MESSAGE SIGNS IN THE AMOUNT OF \$400,000

RECOMMENDATION: Staff recommends Council pass and adopt Resolution No. 4068 authorizing an Intergovernmental Agreement, JPA06-088, with the Arizona Department of Transportation (ADOT) for the design and installation of dynamic message signs in the amount of \$400,000.

BACKGROUND/DISCUSSION:

The City has received a federal Congestion Mitigation and Air Quality (CMAQ) grant to design and install two dynamic message signs and link them to the City's Traffic Management Center, the Fire Department's Emergency Operations Center, and ADOT's Traffic Operations Center. The dynamic message signs will provide drivers with real-time advisory notices on traffic congestion, accident information, detour information, Amber alerts and other information that will help them avoid trouble locations on the arterial and freeway system.

The project will relocate one existing dynamic message sign on Chandler Boulevard, east of Kyrene Road to a new location on northbound Arizona Avenue, south of the Loop 202. A second sign will be designed and installed on northbound Price Road, south of the Loop 202. (See attached map.) The exact location for these signs will be determined during the design phase and will fit with the design of new commercial developments and planned capital improvement projects on Price Road.

TRANSPORTATION COMMISSION RECOMMENDATION: The Transportation Commission reviewed the agreement on May 17, 2007 and recommended approval of the IGA by a vote of 4 to 0.

FINANCIAL IMPLICATIONS:

The total cost of the project (including design and construction) is \$400,000, with 94.3% coming from a federal CMAQ grant, and 5.7% City funds.

The City is doing the design of the signs and ADOT will reimburse the City 94.3% of the cost with Federal CMAQ funds, up to a maximum amount of \$94,250. Once design is completed, ADOT will bid and award a construction contract to install the signs and connect them to the City's Traffic Management Center, Fire Department Emergency Operations Center, and ADOT's Traffic Operations Center. ADOT will use the remaining federal funds for the construction, with the City being responsible for a minimum 5.7% match.

Cost:	\$400,000 (\$23,000 in City funds; \$377,000 in federal CMAQ)
Savings:	\$377,000 (federal CMAQ funds)
Long term costs:	\$2,000/yr estimated utility costs

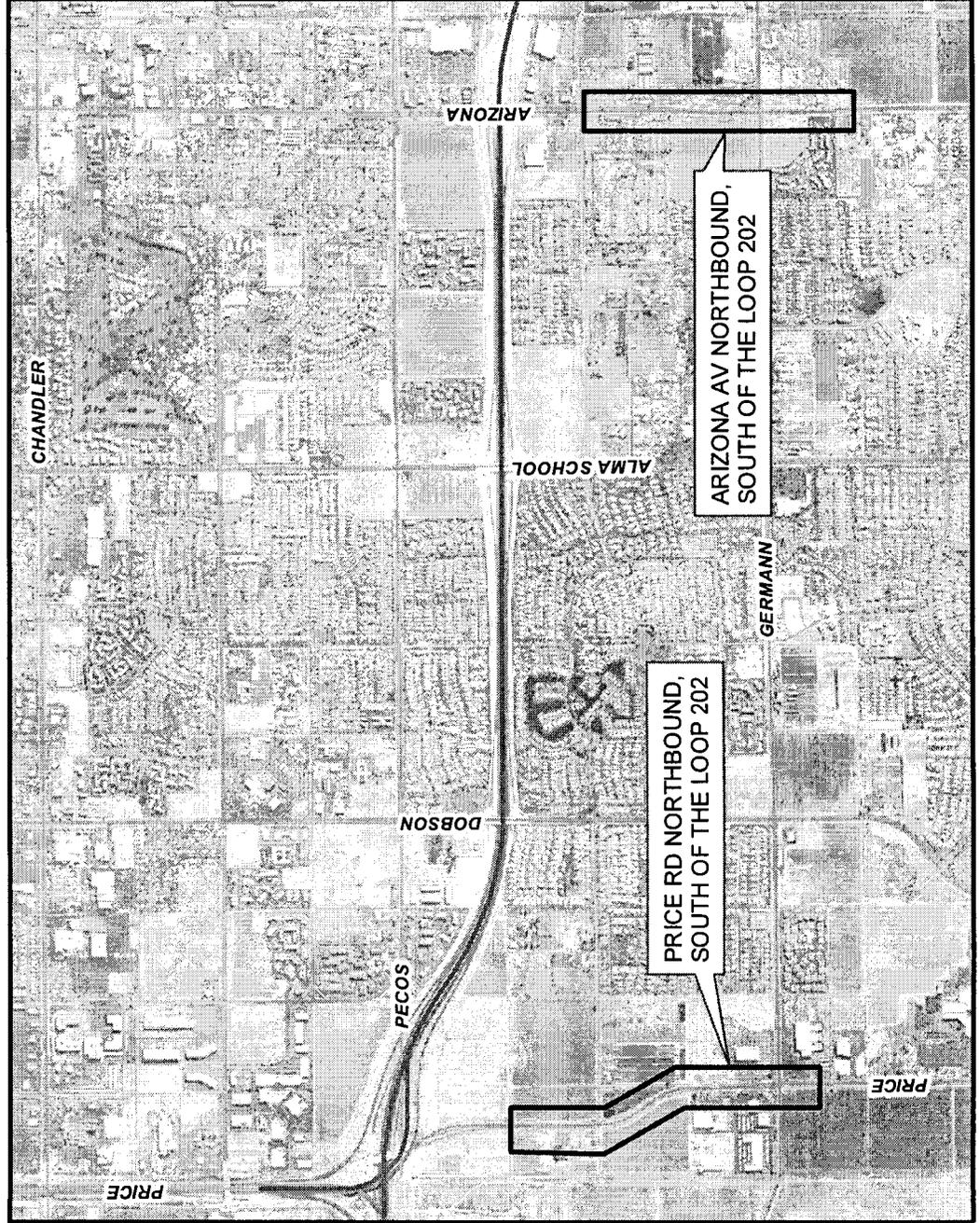
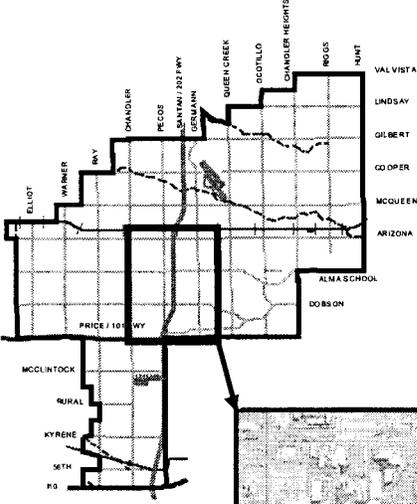
Council approved the design award on March 5, 2007. The matching funds for the construction will be from 411.3310.0000.6517.6ST324 (Variable Message Signs) and 411.3310.0000.6516.6ST322 (New Traffic Signals).

PROPOSED MOTION: Move that Council pass and adopt Resolution No. 4068 authorizing an Intergovernmental Agreement, JPA06-088, with the Arizona Department of Transportation (ADOT) for the design and installation of dynamic message signs in the amount of \$400,000.

Attachments:

Location Map  
Resolution No. 4068  
Intergovernmental Agreement JPA 06-088

# DYNAMIC MESSAGE SIGNS INTERGOVERNMENTAL AGREEMENT WITH ADOT JPA06-088



MEMO NO. TR07-031

**LEGEND**

 DYNAMIC MESSAGE SIGN  
GENERAL LOCATION

NOTE:  
EXACT LOCATIONS OF THESE SIGNS  
WILL BE COORDINATED WITH  
PROPERTY OWNERS AND CITY  
PROJECTS



RESOLUTION NO. 4068

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT, JPA 06-088, WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR THE DESIGN AND INSTALLATION OF DYNAMIC MESSAGE SIGNS, AND LINKING THEM TO THE CITY'S TRAFFIC MANAGEMENT CENTER

WHEREAS, the City of Chandler requested and has been approved for Federal Congestion Mitigation and Air Quality (CMAQ) grant funds in the amount of \$377,000 to design and install dynamic message signs, and link them to the City's Traffic Management Center, and;

WHEREAS, the City will design the project and be reimbursed by ADOT up to \$94,250 in federal funding, and;

WHEREAS, ADOT will bid the construction of the project, using \$282,750 of federal funding toward the cost of construction; and,

WHEREAS, ADOT and Federal procedures require an intergovernmental agreement between the City and ADOT to formalize the amount of federal and local funding, reimbursement procedures, and reporting requirements;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, that the Mayor is authorized to sign and execute said Intergovernmental Agreement on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona this \_\_\_\_ day of \_\_\_\_\_ 2007.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

CERTIFICATION:

I HEREBY CERTIFY that the above and foregoing Resolution No. 4068 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at the regular meeting held on the \_\_\_\_ day of \_\_\_\_\_ 2007, and that a quorum was present thereat.

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney  


JPA File No.: 06-088 I  
AG Contract No.: KR07-0361TRN  
Project No.:CM-CHN-0(200)A  
Project: DMS design and  
Installations/Link to TMC  
Section: In advance of L101 AND 202  
freeways  
**TRACS No.: SS625 01C / 03D**  
**Budget Source Item No.: n/a**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF CHANDLER

**THIS AGREEMENT** is entered into this date \_\_\_\_\_, 2007, 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") and the CITY OF CHANDLER, acting by and through its MAYOR and CITY COUNCIL (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. Congress has authorized appropriations for, but not limited to, the construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.
  4. The City has selected such project within the boundary of the City; the survey of the project has been completed; and the plans, estimates and specifications will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.
  5. The interest of the State for this Project is in the acquisition of Federal funds for the use and benefit of the City, and is authorized as the designated agent for the City. Funds expended for the Project are authorized by reason of Federal Law and regulations.
  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.
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7. The work embraced in this Agreement is for the installation of dynamic message signs (DMS) on various arterial Chandler streets to advise motorists of traffic conditions and construction activities. This effort will also link hardware and software of the City's Traffic Management Center (TMC) to the Chandler Police and Fire Departments. The design will be administered by the City, while the construction/installation of the DMS will be administered by the State, collectively hereinafter referred to as the "Project." The City will be responsible for maintaining all facilities installed under this Agreement.

<b>TOTAL PROJECT</b>	<b>\$400,000.00</b>
<b>Estimated Design Cost (TRACS No.: SS625 03D)</b>	<b>\$100,000.00</b>
Federal-aid funds @ 94.3% (capped)	\$ 94,250.00
City funds @ 5.7%	<b>\$ 5,750.00</b>
<b>Estimated Construction Cost (TRACS No.: SS625 01C)*</b>	<b>\$300,000.00</b>
Federal-aid funds @ 94.3% (capped)	\$282,750.00
City funds @ 5.7%	<b>\$ 17,250.00</b>
<b>Total Estimated City Funds*</b>	<b>\$23,000.00</b>

\*(Includes construction, construction engineering administration, and contingencies).

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

## **II. SCOPE OF WORK**

1. The State shall:

a. Submit a program to the Federal Highway Administration (FHWA) containing the above-mentioned Project with the recommendation that it be approved for design and construction. Should costs exceed the maximum Federal funds available, it is understood and agreed that the City will be responsible for any overage.

b. As required by the FHWA, the State will provide design review of the project plans, studies and related documents. When appropriate, the State will provide comments, which will be incorporated into the design documents. Obtain appropriate design documents from the City to be included in the State's construction bid package.

c. Approve the Project if such funds are available by FHWA for the Project, and hereby agree to be the designated authorized agent for the City. Upon approval by FHWA, and with the aid and consent of the City and the FHWA, the State will proceed to advertise for, receive and open bids subject to the concurrence of FHWA and the City, plus enter into a contract(s) with a firm(s) to whom the award is made for the construction of the Project. Such Project is to be performed, completed, accepted and paid for in accordance with the requirements of the Project Plans, Special Provisions, and Standard Specifications for Road and Bridge Construction of the Arizona Department of Transportation (ADOT).

d. Upon execution of this Agreement and prior to bid advertising, invoice the City for its share of the construction, currently estimated at \$17,250.00.

e. Should unforeseen conditions or circumstances increase the cost of said work such that a change in the extent or Scope of Work called for in this Agreement become necessary, the State shall not be obligated to incur any said expenditures for the Project.

f. Upon receipt and approval of an invoice from the City, and within thirty (30) days, reimburse the City for incurred, eligible costs for the design portion of the Project, up to the authorized capped Federal funds of \$94,250.00.

g. 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.

2. The City shall:

a. Provide any required preliminary engineering for the design of the DMS, and hardware/software ITS components for the TMC and Fire Emergency Operations Center (EOC). Administer design consultant contract(s) for the Project and make all payments to the consultant(s). Be responsible for consultant and contractor claims for additional compensation caused by Project delays attributable to the City. As required by the FHWA, the State will provide design review of the project plans, studies and related documents. When appropriate, the State will provide comments, which will be incorporated into the design documents. Provide appropriate design documents to the State to be included in the State's construction bid package.

b. Upon execution of this Agreement and prior to bid advertising, designate the State as authorized agent for the City for the construction portion of the Project. Within thirty-days (30) upon receipt of an invoice, deposit funds with the State in an amount equal to the difference between the total cost of the construction work provided for in this Agreement and the amount of Federal Aid (capped) received. This amount is currently estimated at \$17,250.00. The City is entirely responsible for all costs incurred by the State in performing and accomplishing the work as set forth in this Agreement, whether covered by Federal funding or not.

c. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and shall remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, and hereby certifies that all obstructions and encroachments have been or will be removed prior to the start of construction.

d. Provide the State with a temporary construction easement (TCE) for the Project.

e. Should unforeseen conditions or circumstances increase the cost of said work such that a change in the extent or Scope of Work called for in this Agreement becomes necessary, be obligated to incur and will pay for said increased costs.

f. Invoice the State for incurred eligible design costs up to the capped Federal funds amount of \$94,250.00. Agree to set aside funds in an amount equal to the difference between the total cost of the design work provided for in this Agreement and the amount of Federal Aid received.

g. Upon completion of construction, the City shall be responsible for, at its own costs, the proper and perpetual ongoing maintenance and repairs of the DMS equipment installed under this Agreement. Be responsible for electrical power costs to operate the DMS equipment

### **III. MISCELLANEOUS PROVISIONS**

1. This terms, conditions and provisions of this Agreement shall remain in force and effect until completion of said project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be canceled at any time prior to the award of the project construction contract, upon thirty days (30) written notice to the other party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said project and shall be reimbursed for all incurred costs to date.

2. 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 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 and indemnify from loss the State,

any of its departments, agencies, officers or employees from any and all cost 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 nonperformance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees the City, any of its agents, officers and employees, or any of 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.

3. The cost of design, construction and construction engineering 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. Therefore, the City agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of Federal Aid received.

4. This Agreement shall become effective upon filing with the Secretary of State.

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

6. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

7. 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.

8. 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. 17<sup>th</sup> Avenue, Mail Drop 616E  
Phoenix, Arizona 85007  
(602) 712-7525  
(602) 712-7424 Fax

City of Chandler  
City Manager  
55 N. Arizona Place, #301  
Chandler, Arizona 85225-5540  
(480) 782-2210  
(480) 782-2209 Fax

9. This Agreement is subject to all applicable provisions of the Americans with Disability 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 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

10. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment 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.

11. 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.

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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 \_\_\_\_\_  
BOYD W. DUNN  
Mayor

By \_\_\_\_\_  
SAM MAROUFKHANI, P.E.  
Deputy State Engineer, Development

ATTEST:

By \_\_\_\_\_  
MARLA PADDOCK  
City Clerk

G:\Scottsdale reconstruction initial 8/16/06 draft ghc  
Draft 2 ghc 1/22/07  
Final Draft 3/9/07 ghc

JPA 06-088

**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 \_\_\_\_\_, 2007.

\_\_\_\_\_  
City Attorney 