

To: CityClerkDivision
Cc:
Bcc:
Subject:
From: Susan Moore/COC - Thursday 06/25/2009 04:04 PM

----- Forwarded by Susan Moore/COC on 06/25/2009 04:04 PM -----

Susan Moore/COC 06/23/2009 01:49 PM	To mayorAndcouncil cc Subject Fw: City_Council
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FYI: No contact information provided.

----- Forwarded by Susan Moore/COC on 06/23/2009 01:49 PM -----



<Service_Request@chandleraz.gov> 06/23/2009 12:52 PM	To <service@chandleraz.gov> cc Subject City_Council
--	--

Date/Time is Tuesday, June 23, 2009, 12:52:26 PM

Comments = The decision to narrow Arizona Ave. defies logic. Was an economic impact study performed? How about a traffic study? In a few years the next generation City Council will look back on this decision and wonder why they are being forced to come up with the funding to undue the wrong and re-open the traffic flow to ease congestion and make the downtown area more accessible. Rediculous!

Message_Type = Problem_Complaint

Topic = City_Council

Other_Topic = AZ Ave. Narrowing

Location_of_Problem =

Full_Name =

Address =

City =

State =

Zip_Code2 =

Daytime_Contact_Phone =

email =

Fax =

Contact_Method =

----- Forwarded by Susan Moore/COC on 06/25/2009 04:04 PM -----



"Paul Aspen"
<pasp@cox.net>
06/19/2009 03:08 PM

To "Jay Tibshraeny" <JTibshraeny@azleg.gov>
cc <trinity.donovan@chandleraz.gov>, <boyd.dunn@chandleraz.gov>, <bob.caccamo@chandleraz.gov>, <rick.heumann@chandleraz.gov>, <matt.orlando@chandleraz.gov>, <jack.sellers@chandleraz.gov>, <jeff.weninger@chandleraz.gov>, <Info@SANTANSUN.COM>
Subject FW: Solar Article

Good Afternoon!

- Senator: this is an AWESOME article & addresses some of the ideas & concerns I have shared with this group.
- as usual Senator I am impressed with how well you keep in touch with folks.
- I have not contacted our City Council for some time due to work load & simple frustration- everything going on in our economy & our mayor wants to cut the traffic to 2 lanes on Arizona Ave. going thru 'downtown' Chandler?
- I wish you the best of luck with this bill- if there is any way I can help, please contact me.
- finally, what about contacting the Gila River Indian Community? I have to believe there are ways we can partner with them that would produce great results for everyone involved.
- Senator: as always I wish you the best & appreciate that you are at least trying. You act like an elected official & not like a politician- I just wish our mayor & co. would try doing that.

Thank You!

Paul Aspen
6352 S. Adobe Dr
Springfield Lakes
Chandler, AZ 85249-3901

pasp@cox.net
Cell: 480.797.0462

From: Jay Tibshraeny [mailto:JTibshraeny@azleg.gov]
Sent: Friday, June 19, 2009 10:15 AM
Subject: Solar Article

Attached is a copy of a column I wrote recently that has appeared in some of the local newspapers. I thought you might be interested in this issue. As always, please do not hesitate to contact my office if we can be of assistance.

Senator Jay Tibshraeny
Arizona State Senate
1700 West Washington
Phoenix, Arizona 85007
(602) 926-4481

----- Forwarded by Susan Moore/COC on 06/25/2009 04:04 PM -----



"Laurie Fagen"

<Laurie@ArtOnBoston.com>

06/24/2009 04:14 PM

Please respond to

<Laurie@ArtOnBoston.com>

To <Mayor&Council@chandleraz.gov>

cc

Subject Questions about narrowing Arizona Avenue; urge delay

June 24, 2009

Chandler Mayor & Council:

I'm confused.

At the hastily-called special session about the narrowing of Arizona Avenue at the City Council study session on June 22, we heard Trinity Donovan say "left turn lanes are most important." We heard Mayor Dunn say "we need left turn lanes, it makes good safety sense." The discussion continued as a debate between whether bike lanes or on-street parking was more important, but it seemed to be a given that after discussion about maintaining good traffic flow, the council wanted dedicated left turn lanes along Arizona Avenue.

The two motions noted Option 1 "with left turn lanes" with the original motion to include bike lanes instead of street parking, and the second substitute motion noted Option 1 "with left turn lanes" to include street parking instead of bike lanes.

So what was approved on the close 4-3 vote? Arizona Avenue with a DEDICATED left turn lane from Boston to Pecos, or only the current left turn INTERSECTION lanes only at Buffalo, Boston and possibly at Chicago? Without a DEDICATED left turn lane along this stretch, we are going to see gridlock, delays and accidents from people holding up traffic, trying to turn left from the inside through lanes.

In addition, I still have yet to hear a rational answer to the question "why was Arizona Avenue widened in 2002?" This is a similar project that nearly killed many businesses downtown. But the city seems to have a short memory in this regard. A high-ranking Chamber official claims the City said "it was a mistake." A developer said they "fought it tooth and nail" but it still went forward. At least three other relatively new city officials in Economic Development, Planning and Public Works said they didn't know how it came about.

This is my second request to find someone with some historical perspective on that project to contact me and also educate new city officials on how it came about and why it was approved. Was there a study done back then? Why the about-face now?

Probably most perplexing is why the sudden change in the date to vote on this issue. For the past couple of months, it was scheduled to come to council at the regular meeting on Thursday, July 25. Then on June 12, merchants received an email that the item was to be presented, hear public comment and request action following the study session on June 22. The City Clerk's office posted the official meeting notice on Thursday, June 18, just two business days prior.

Nearly \$10 million dollars and a lengthy construction project that may severely damage many downtown businesses in this current down economy still seems expensive and ill-timed. What's the rush? I urge you to delay this project.

Laurie Fagen

Art on Boston Gallery

11 W. Boston St., Chandler, AZ 85225

Art on Boston Gallery

www.ArtOnBoston.com

11 W. Boston St., Suite 1

Chandler, AZ 85225

480-917-1112

Historic Downtown Chandler

Art gallery ... artist studios ... art classes

Monday & Tuesday: by appt.

Wednesday: 12-6 pm

Thursday: 12-6 pm

Friday: 11 am to 8 pm

Saturday: 11 am to 8 pm

Sunday: 1 to 5 pm

Proud member of Local First Arizona, a non profit group of small and medium locally-owned Arizona businesses joined to spread the "shop local" message. Check out their website www.LocalFirstAZ.com .

----- Forwarded by Susan Moore/COC on 06/25/2009 04:04 PM -----



"Glenn Hamp"

<glenn@lightrainimages.com

>

06/24/2009 04:20 PM

To <Laurie@ArtOnBoston.com>,

<Mayor&Council@chandleraz.gov>

cc

Subject RE: Questions about narrowing Arizona Avenue; urge delay

Go Laurie!

I don't get the need for bike lanes at all. How many people bike to or through downtown, 50 per day? There are over 30,000 cars a day through Arizona Ave.

Glenn

From: Laurie Fagen [<mailto:Laurie@ArtOnBoston.com>]

Sent: Wednesday, June 24, 2009 4:15 PM

To: Mayor&Council@chandleraz.gov

Subject: Questions about narrowing Arizona Avenue; urge delay

June 24, 2009

Chandler Mayor & Council:

I'm confused.

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lanes or on-street parking was more important, but it seemed to be a given that after discussion about maintaining good traffic flow, the council wanted dedicated left turn lanes along Arizona Avenue.

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Laurie Fagen

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----- Forwarded by Susan Moore/COC on 06/25/2009 04:04 PM -----



dale whiting
<dvwhting@yahoo.com>
06/24/2009 04:20 PM

To Bob Caccamo <bob.caccamo@chandleraz.gov>, Boyd Dunn <boyd.dunn@chandleraz.gov>, Jack Sellers <jack.sellers@chandleraz.gov>, Jeff Weninger <jeff.weninger@chandleraz.gov>, Matt Orlando <matt.orlando@chandleraz.gov>, Rick Heumann <rick.heumann@chandleraz.gov>, Trinity Donovan <trinity.donovan@chandleraz.gov>

cc

Subject Vote on Selection of Contractor for Narrowing AZ Ave.

Dear City Council

I share a growing sense of dismay about Monday's vote to narrow Arizona Avenue. Please find attached comments I expect to read onto the record Thursday night. Let's table this project. Ultimately it is a very bad idea. Just look at what did not happen to businesses along Main Street in Mesa. Narrowing Main Street in Mesa did very little to help businesses.

Dale Whiting

----- Forwarded by Susan Moore/COC on 06/25/2009 04:04 PM -----



Niels Kreipke
<nkreipke@thevikinggroup.net>
06/24/2009 06:15 PM

To Mayor&Council@chandleraz.gov
cc Mark.Pentz@chandleraz.gov, Teri Kilgore <teri.killgore@chandleraz.gov>, Rich.Dlugas@chandleraz.gov, Patti Bruno <pattibrunoaz@yahoo.com>, Eileen Brill Wagner <ebrillwagner@downtownchandler.org>, Mike Hogarty <mike.hogarty@thevikinggroup.net>, robert.zeder@chandleraz.gov, sheinahughes@chandleraz.gov

Subject AZ Ave

Dear Mayor and Council Members,

I know that there has been much discussion and debate over with regards to Arizona Avenue. So I thought it important to highlight a few key things in regards to the proposed street and sidewalk improvements.

A) The 6 million dollar widening project from approx. 5 years ago will remain mostly intact. All of the work on Chandler Boulevard (was approx. 60% of the original project) will be untouched, most of the AZ Ave work north of Chandler Blvd. will remain (was approx. 20% of the original project), and only some of the AZ Ave work south of Chandler Blvd. (was approx. 20% of the original project) will be affected and replaced. In this section, the median is not being affected only the curb alignment of Site 3 and 7 of which a big portion of the work is to accommodate Bus Rapid Transit. Therefore in my estimation **only \$400k to \$500k of the \$6 million original work may be replaced.**

B) The section that is being reduced from 3 lanes to 2 lanes in both directions is only from Chandler Blvd. to Boston Street which is **less than 1/4 mile stretch that is being narrowed**. Boston to Frye is two lanes currently..... Frye to Pecos is 2 lanes currently..... Chandler Blvd. north is 2 lanes currently. This 1/4 mile stretch is the area that crosses through the historic square which is exactly where you want slower traffic and enhanced pedestrian experience. So this will have a minimal effect on traffic given that most of AZ Ave is currently 2 lanes in both directions. I therefore think it is far more appropriate to be talking about this project as an enhanced beautification effort and pedestrian sidewalk widening then as a street narrowing project.

C) This proposed project will only get done as part of a City funded project. There are simply too many different property owners (50 plus) including the City along Arizona Avenue from Pecos to Chandler Boulevard. It will be impossible to get all property owners on the same page and to contribute financially to get this type of project done. These are old streets in old neighborhoods with parcels as small as 20 feet, NOT large greenfield parcels where developers complete full block street improvements. **If the City does not make this street and sidewalks more attractive no-one will.**

D) Everyone appreciates and complements the Chandler Boulevard & Arizona Avenue **beautification aspect** of the project with all the date palms, nighttime uplighting, and the overall appeal. Yes it had short term implications, but long term it is one of the nicest street sections in all of Chandler and has made a huge impact on redevelopment efforts. Let's keep that beautification improvements going and clean up the gateway from the south, the front door to the new City Hall, and the front door to the downtown businesses. Keep in mind that most out-of-town visitors come up Arizona Avenue from the Santan Freeway, let's give them a better first impression.

E) These Arizona Avenue improvement has been **four years worth of effort, time and money**. During this period the City has approved the RNL study, received Bond approval from Chandler citizens, hired Tristar and other consultants showing a strong commitment to get these improvements done. As a result of these efforts and City commitment the property owners like the Saba Brothers have reinvested in the former Arrow Pharmacy building, downtown business owners like Peter Sciacca have bought additional properties along Arizona Avenue, COR is completing designs on a new major project for Site 7, my company has continued to invest in numerous projects and properties through out the area, and many others have invested in properties, tenant improvements, start up businesses, etc. all with the with expectations that the there would be a significantly enhanced new grand entrance to downtown.

F) Investing in downtown redevelopment has been a great thing for the City. **Sales tax dollars have increased** rather than declined like the rest of the City, every **City \$1 has been matched with \$5 from private development**, there are numerous exciting projects in the works, and there is opportunity to keep positive momentum going with the addition of a this beautification project. I am confident that this investment will generate a significant return on investment for the City. A great example of this is the Santan Brewing Company. In less the 18 months the brewery and restaurant has paid back the City Downtown Improvement Grant through sales tax payments which means that every tax dollar thereafter has been dollars that the City didn't previously have. Let's create more opportunities like this.

Thank you for your consideration and please continue your commitment to downtown redevelopment.

Sincerely,

Niels E. Kreipke
President

Niels Kreipke
DESERT VIKING COMPANIES
nkreipke@thevikinggroup.net
101 West Commonwealth Avenue
Chandler, Arizona 85225
480-659-3840 ext. 202

----- Forwarded by Susan Moore/COC on 06/25/2009 04:04 PM -----



"Carl Family"
<carl9@cox.net>
06/24/2009 07:03 PM

To <Mayor&Council@chandleraz.gov>
cc

Subject The Narrowing of Arizona Avenue

Mr. Mayor and members of the Chandler City Council:

On behalf of my family and myself, I wish to express our extreme disappointment and annoyance at the determination of a majority of the council to pursue a plan for the

narrowing of Arizona Avenue. These feelings are not limited to the issue of policy, but also the stealthy methods used in order to push the plan through quickly without giving opponents the time to prepare a proper response. It smacks of elitism and arrogance which is all too common within most government bodies today.

This plan is so poor that any reasonable individual must deeply question the motives of those who support it, as do all members of my family. Do these motives include individuals who wish to leave his or her mark on the city as they term out of office? My family and I believe certain members are certainly capable of a minimum of just that. It also shows an obscene disregard of loyalty towards those merchants who have established businesses and have been greatly responsible for the success of this city throughout the preceding years. Those merchants risked their own capital and future to create the businesses which they established in the downtown area, which is something government has no conception of doing itself. The government never risks its own capital, but only those of the people, from whom it manages to take more, while giving less at an ever increasing rate as the years progress. Then again, why should an arrogant government care for merchants when they can be replaced in the future? The entire concept of widening sidewalks and narrowing roads is amazing in its own small-mindedness. I find it hard to see a future where people will flock to a location which is harder to access by car in order to stroll its sidewalks in 115 degree heat. That is a scenario which you can count my family and I out of. We will change our habits to include other valley venues which have been constructed with intelligent planning. At a meeting over a month ago which was attended by two members of the council, I stressed my negative feelings concerning what was then just a "possibility" of narrowing the avenue. At that meeting I was told that the money has "already been approved." Yet, what the politicians supporting this foolhardy plan did not mention is that the wording was very vague and in no way said the funds would be used to narrow Arizona Avenue. This should be a lesson for all voters when they are asked to approve additional government spending. More times than not, the government will spend every penny they are given, regardless of the current state of the economy and in a way that will suit those in charge and not the people.

In closing I wish to compliment members such as Jeff Weninger, Jack Sellers, and Matt Orlando for thus far standing on the side of reason. We particularly want to compliment Jeff Weninger for his efforts in getting council news out to the public.

Timothy Carl and family
Saguaro Canyon, Chandler

----- Forwarded by Susan Moore/COC on 06/25/2009 04:04 PM -----



"Chelle Daly"
<chelle73@cox.net>
06/25/2009 12:00 AM

To <Mayor&Council@chandleraz.gov>
cc

Subject June 25 action agenda item 58

Mayor and Council,

I respectfully oppose making changes to Arizona Avenue.

I routinely avoid driving through downtown Tempe and specifically downtown Gilbert, as do many other families that I socialize with. We do this to avoid the bottleneck traffic flow.

At what point would the 9 million dollar investment provide an actual 9 million dollar return on investment to the city of Chandler.

Downtown Chandler has variety of entertainment events, and has a campus feel in some areas. I would attend more downtown events if there was more parking adjacent to the events. I hope that the parking added by the City Hall complex will help on the East side, but the West side is underserved for parking.

Looking around at successful businesses, restaurants etc. it is the ones with "drive through" service that seem to attract the most customers. I believe there are more creative ways to invest in our downtown without inhibiting it with more road construct that will divert more local traffic onto McQueen and Alma School Rd.

Please reconsider this action and do not award the contract.

Thank you
Chelle Daly
Chelle73@cox.net
1710 E Redwood Pl
Chandler AZ 85286



winmail.dat

----- Forwarded by Susan Moore/COC on 06/25/2009 04:04 PM -----

Susan Moore/COC

06/25/2009 09:07 AM

To mayorAndcouncil

cc

Subject Fw: Streets

----- Forwarded by Susan Moore/COC on 06/25/2009 09:07 AM -----



<juliefisher3@cox.net>

06/25/2009 08:40 AM

To <service@chandleraz.gov>

cc

Subject Streets

Date/Time is Thursday, June 25, 2009, 8:40:26 AM

Comments = I am not in favor of narrowing Arizona Ave. That road can barely handle the traffic it has now. There are major businesses, schools, and city buildings on that road. It turns into a

highway for goodness sake. Narrowing it would drive people away from the area altogether. No one wants to walk anymore. No one WILL walk in 110 degrees. Wasn't there just a big fuss about how there is not enough money in the state to do the things we are already doing? Haven't some of our programs that we wanted/ needed been cut? To spend millions on a bad idea would be crazy. I predict a few years later, someone would spend millions to re-widen the road to revive the area. Thank you.

Message_Type = Suggestion

Topic = Streets

Other_Topic = enter other topic

Location_of_Problem = Ariz. Ave.

Full_Name = Julie Fisher

Address = 872 N John Way

City = Chandler

State = AZ

Zip_Code2 = 85225

Daytime_Contact_Phone = 480-917-3832

email = juliefisher3@cox.net

Fax =

Contact_Method = No response

----- Forwarded by Susan Moore/COC on 06/25/2009 04:04 PM -----



"G. Urish" <gurish@cox.net>

To <mayorandcouncil@chandleraz.gov>

06/25/2009 09:32 AM

cc

Subject Arizona Ave Narrowing

Honorable Mayor and Council Members:

The tentative vote to limit Arizona to two lanes of traffic is wrong -- very wrong. Earlier I had submitted my view opposing any restrictions when the inputs were being solicited.

It appeared that Council had abandoned the idea of restrictions, especially the original idea to limit traffic top one lane for each direction. Then this topic reappears, gets watered down to two lanes and is set for approval.

The comment that the \$9.3M is available since voters had previously approved this bond issue is irrelevant. Many citizens would redo a lot of purchases or bond approvals had they known what would be coming down the road for the future. Because the voters approved the money does not mean that it is a sound idea today based on the continually weakening economy in Chandler and all over the Valley.

Please drop this entire idea, it is a bad decision and will only inflame the voters.

Thank you

George Urish
2242 E. Horseshoe Pl

Chandler 85249
480-718-5829

----- Forwarded by Susan Moore/COC on 06/25/2009 04:04 PM -----



"Teresa Makinen"
<teresa@makprosvc.com>
06/25/2009 02:48 PM

To <Mayor&Council@chandleraz.gov>
cc

Subject Arizona Avenue Improvements Public Information

Mayor & Council –

Regarding the recent e-mails you've been receiving regarding the "hastily-called special session" and "sudden change in the date to vote on the issue" – I'd like to shed some light on the notification process. For the record, regarding Monday's night's Special Council meeting, the following transpired:

The late May newsletter stated "...the project team intends to recommend Concept A to the City Council for their review and approval tentatively scheduled for the last Council meeting in June"...this would have been the June 25th meeting.

- The full newsletter in both English and Spanish was sent to all individuals in the stakeholder area (about 1,300) – Delaware to Palm, Pecos to Chandler Blvd
- I then personally hand carried the newsletter to businesses in the square and sent it out in an e-blast
- This information and the newsletter in a downloadable format were then loaded to the www.ChandlersNewFrontDoor.com website

The first week of June, as soon as it was determined there would be a Special Meeting following the June 22 Study Session, the following transpired:

- We provided that information at all subsequent meetings
- DCCP sent it out as an e-blast on June 8th
- A postcard went out June 11th to all stakeholders (about 1,300) with the Council information and date
- An e-blast (from me) went out to stakeholders on June 11th
- The project team met once again with several merchants at the Tristar Office on June 10th
- This information was loaded on the www.ChandlersNewFrontdoor.com website

Again, I'm not concerned that stakeholders do or don't support the project, I'm more concerned that accurate information be conveyed regarding the diligence with which the City staff and the project team have aggressively worked to get information out.

That all being said, I believe that with the extensive information being pushed out to the many, not to mention all the media attention given the project, that the opponents, although vocal, have been few in comparison. Unfortunately, a majority of the vocal opponents did not attend the scheduled meetings or "check in" to the process (which began in late January) until just recently – therefore they missed out on the benefit of hearing from other stakeholders some of the positive perspectives that exist regarding the project. Thank you for all your assistance in communicating and forwarding e-mails/voice mails to the project team. I'm not sure if you'd like

me to respond to Laurie on behalf of the project team, but I don't mind doing that – I can either give her a call or e-mail, either way is fine with me.....we have each other on speed dial. ☺

As always, please let me know if there's anything I can do to provide information or support on behalf of the project. Have a great day!

Teresa Makinen
480.890.1927
Cell: 602.421.3069

----- Forwarded by Susan Moore/COC on 06/25/2009 04:04 PM -----



dvwhiting@yahoo.com

06/25/2009 03:55 PM

Please respond to
dvwhiting@yahoo.com

To Bob Caccamo <bob.caccamo@chandleraz.gov>, Jack Sellers <jack.sellers@chandleraz.gov>, Jeff Weninger <jeff.weninger@chandleraz.gov>, Matt Orlando <matt.orlando@chandleraz.gov>, Rick Heumann <rick.heumann@chandleraz.gov>, Trinity Donovan <trinity.donovan@chandleraz.gov>

cc

Subject Fw: Re: Vote on Selection of Contractor for Narrowing AZ Ave.

--- On **Thu, 6/25/09**, **dvwhiting@yahoo.com** <dvwhiting@yahoo.com> wrote:

From: dvwhiting@yahoo.com <dvwhiting@yahoo.com>
Subject: Re: Vote on Selection of Contractor for Narrowing AZ Ave.
To: Boyd.Dunn@chandleraz.gov
Date: Thursday, June 25, 2009, 3:54 PM

Dear Mayor Dunn;

A representative of the project has already called me on these issues. As I explained to her, having this come out so relatively unannounced left me with some wrong impressions. The last time I heard this project briefed was in one of the three Tibshraney Town Hall style meetings which I attended. And at that time, one lane in either way was talked up. She corrected my misunderstandings. Thank you for your taking time as well. However,

Bonds still have to be paid for by sales taxes deposited into the General Fund. Please have your staff address the following issue:

Where there is now going forward negotiations to increase user fees and business licensing fees at the Airport

to make the Airport Enterprise Fund "self-sustaining" so that General Revenue Funds are not having to be tranferred in to balance that fund, yet the \$89,000 in annual sales tax receipts from 'on field' enterprises and the perhaps \$400,000 in additional sale tax revenues from the estimated \$54,000,000 in total economic impact stemming from airport operations off field are not being considered to offset this \$250,000 short fall;

How can the City Council now consider spending \$10,000,000 on sprucing up South Arizona Avenue? Who is going to collect \$10,000,000 in new sales taxes to pay for it? Yes I'm sure all but two businesses spoke up in support.

May I tell the Chandler Airport Alliance that it can count on the City's spending \$1,000,000 to help sustain Airport Operations for the next 6 years or so such that no increases in current fees are needed? If not, explain to me the difference! Sales tax receipts on \$54,000,000 more than pay for the claimed \$250,000 annual short fall in the Airport Enterprise Fund.

How much new business will come to South Arizona Avenue after we spend \$10,000,000 there fixing up sidewalks? Can that new business pay for \$10,000,000 in bonds? If so, how much business otherwise going to Chandler Fashion Park or other Chandler businesses will be tranferred to South Arizona Avenue, hence no net revenue gains are to be realized?

Now that I know the Council picked the better alternative, but now that I also know how that alternative will be financed, still nothing makes any sense.

I will still urge that the Council table this entire project until it is better thought out. The project rep who called me was quite enamoured with this project. Can this project now! This City has no business enamouring the public to private businesses. I do not oppose improving parking or widening sidewalks around our old City Square to help out a bit. But that does not cost \$10,000,000!

If the City would solícite a consortium of these happy businessmen who support this project and send them to the Industrial Development Authority with a plan to add even 20 new jobs to the Downtown area through these imporvements, the consortium making the payments on these tax exempt bonds, that would be another story, wouldn't it! But you and I both know that support would dry up instantly if this requirement were set. So let's stop kidding ourselves about the merits of this project. It's going to be a loser.

Should you disagree, then let's consider setting up a South Arizona Avenue Enterprise Fund and let us see over the next 10 years or so whether revenues can pay for expenses there. We could charge businesses licensing fees by the linear side walk foot!

Dale Whiting

Member of the Chandler Industrial Development Commission [but not speaking in any representative or official capacity for that body]

--- On **Thu, 6/25/09**, **Boyd.Dunn@chandleraz.gov** <*Boyd.Dunn@chandleraz.gov*> wrote:

From: Boyd.Dunn@chandleraz.gov <Boyd.Dunn@chandleraz.gov>

Subject: Re: Vote on Selection of Contractor for Narrowing AZ Ave.
To: "dale whiting" <dvwhiting@yahoo.com>
Date: Thursday, June 25, 2009, 1:45 PM

Dear Mr. Whiting,

Thank you for the e-mail and for sharing your concerns regarding the recent City Council action on Arizona Avenue. Unfortunately, there has been some miscommunication and general misperception as to what the City Council voted on Monday evening.

The Council did NOT vote to narrow Arizona Avenue to one lane in each direction. Arizona Avenue will remain as a four-lane roadway from Chandler Boulevard south to Pecos Road. This is no different than much of the road that exists today. However, the alignment that was approved will allow for wider sidewalks and other amenities that we feel will better attract people to visit current and future downtown shops and restaurants. The Council voted to adopt Option A which includes two lanes in each direction, allows for left turns, includes bike lanes but deleted plans for some on-street parallel parking. It was a compromise that was supported by a majority of the City Council, myself included.

It has also been said in generalities that the downtown business community does not support this action. Yes, two business owners did speak against this move. But the vast majority of businesses owners, the Chamber of Commerce and the Downtown Chandler Community Partnership do approve of this development. It has also been indicated by some that this process was rushed through Council. That is false. The public meeting process began six months ago with more than 1,300 stakeholders being identified along the way. All of those people have been receiving regular updates to the process including an invitation to Monday's meeting.

The funding for the project is not coming from the City's general fund, but rather from voter-approved bonds from an election that was held in 2007. The decision to move forward to place this on the ballot for a vote was made by a citizen group that met for several months to discuss the various proposals that would be placed on the ballot for the bond election. The plan has also been reviewed and approved by the citizen-based Transportation Commission.

Finally, I would encourage you to visit www.chandlersnewfrontdoor.com to read fully the proposal that was approved.

I fully understand that not everyone is in favor of this plan, but I did want to ensure residents have all the information that we had at our disposal before making this important decision. If you have additional questions or comments about this proposal, please do not hesitate to e-mail them back to me.

Sincerely,

Mayor Boyd Dunn

▼ dale whiting ---06/24/2009 04:20:24 PM---[attachment "6-25-09City Council.rtf" deleted by David Bigos/COC]

dale whiting
<dvwhiting
@yahoo.com

>
06/24/2009
04:20 PM

ToBob Caccamo <bob.caccamo@chandleraz.gov>, Boyd Dunn
<boyd.dunn@chandleraz.gov>, Jack Sellers
<jack.sellers@chandleraz.gov>, Jeff Weninger
<jeff.weninger@chandleraz.gov>, Matt Orlando
<matt.orlando@chandleraz.gov>, Rick Heumann
<rick.heumann@chandleraz.gov>, Trinity Donovan
<trinity.donovan@chandleraz.gov>

cc

SubjectVote on Selection of Contractor for Narrowing AZ Ave.

Dear City Council

I share a growing sense of dismay about Monday's vote to narrow Arizona Avenue. Please find attached comments I expect to read onto the record Thursday night. Let's table this project. Ultimately it is a very bad idea. Just look at what did not happen to businesses along Main Street in Mesa. Narrowing Main Street in Mesa did very little to help businesses.

Dale Whiting

[attachment "6-25-09City Council.rtf" deleted by David Bigos/COC]



Chandler · Arizona
Where Values Make The Difference

DATE: June 24, 2009

TO: Mayor & Council

FROM: City Clerk's Office

SUBJECT: Contract #ST0721-251 to Achen-Gardner Engineering, LLC for the South Arizona Avenue Entry Corridor improvements

Pages 2-25 of this file consist of the staff memo. Emails / correspondents received from citizens in begin on page 26.



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA09-260**

1. Agenda Item Number:
58
2. Council Meeting Date:
June 25, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: June 9, 2009

THROUGH: CITY MANAGER

4. Requesting Department: Public Works

5. SUBJECT: Award a pre-construction services Construction Manager at Risk contract to Achen-Gardner Engineering, LLC for the South Arizona Avenue Entry Corridor Improvements, Project No. ST0721-251, in an amount not to exceed \$349,100.

6. RECOMMENDATION: Staff recommends that Council award a pre-construction services Construction Manager at Risk contract to Achen-Gardner Engineering, LLC for the South Arizona Avenue Entry Corridor Improvements, Project No. ST0721-251, in an amount not to exceed \$349,100.

7. BACKGROUND/DISCUSSION: In 2006, the Chandler City Council adopted the South Arizona Avenue Corridor Plan. The plan established new development guidelines for the area along Arizona Avenue, which will serve to link the historic downtown to the Santan Freeway. As a result, the City identified this major project to improve Arizona Avenue by developing a unified aesthetics theme south to the freeway; creating new urban open space and aesthetic corridors; improving sidewalk pedestrian zones to promote safety and pedestrian access to the new commercial development; constructing new streets to facilitate neighborhood access and connectivity; and replacing antiquated water, sewer, and storm drain utilities in roadway corridors.

The project includes the installation of new streetscape and improvements to Arizona Avenue from Chandler Boulevard to Frye Road and to Washington Street from Boston Street to Frye Road. A future project will be for the construction of a new Washington Street from Fairview Street to Pecos Road, providing a corridor for residential and pedestrian traffic from downtown to commercial areas near the freeway.

This complex project involves coordination with many other important Downtown Chandler Projects including City Hall, Chandler Museum, Fire Administration Headquarters, and Parking Structure, as well as private development in the downtown. Multiple City Departments are also involved with the project development and implementation.

The pre-construction services Construction Manager at Risk contract award is the first step in the Construction Manager at Risk process for construction. During the pre-construction services phase, the contractor will develop and manage the design schedule, provide value engineering, perform utility investigations, and prepare the guaranteed maximum price. Construction of the improvements to Arizona Avenue and to Washington Street from Boston Street to Frye Road is anticipated to start in early 2010.

8. EVALUATION: The City's selection process was developed in accordance with state law for Construction Manager at Risk services. Staff solicited and received statements of qualifications from nine (9) interested contractors on January 27, 2009. The selection committee consisted of:

- RJ Zeder, Public Works Director
- Joshua Plumb, PE, Engineering Project Manager
- Mickey Ohland, Park Development & Operations Manager
- Teri Killgore, Downtown Redevelopment Manager
- David DeLaTorre, Principal Planner
- Jose Mendez, Registered Contractor
- Charles Payne, Resident
- Vaughn Bennett, Observer
- Ray Dubois, Observer

The committee conducted interviews and discussions with Sundt Construction, Achen-Gardner Engineering, Valley Rain Construction, and Pulice Construction. Achen-Gardner Engineering, LLC was determined the best firm based on their qualifications, current and projected workload, and experience. The costs proposed for this project were comparable to staff estimates and historical pre-construction services prices.

9. FINANCIAL IMPLICATIONS:

Cost: \$349,100
 Savings: N/A
 Long Term Costs: N/A
 Fund Source:

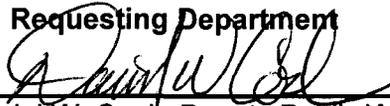
<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
411.3310.0000.6517.8GG613	General Obligation Bonds	South Arizona Corridor	FY07/08	\$349,100

10. PROPOSED MOTION: Move that Council award a pre-construction services Construction Manager at Risk contract to Achen-Gardner Engineering, LLC for the South Arizona Avenue Entry Corridor Improvements, Project No. ST0721-251, in an amount not to exceed \$349,100, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map, Contract

APPROVALS

11. Requesting Department


 Daniel W. Cook, Deputy Public Works Director

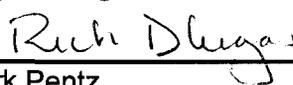
13. Department Head

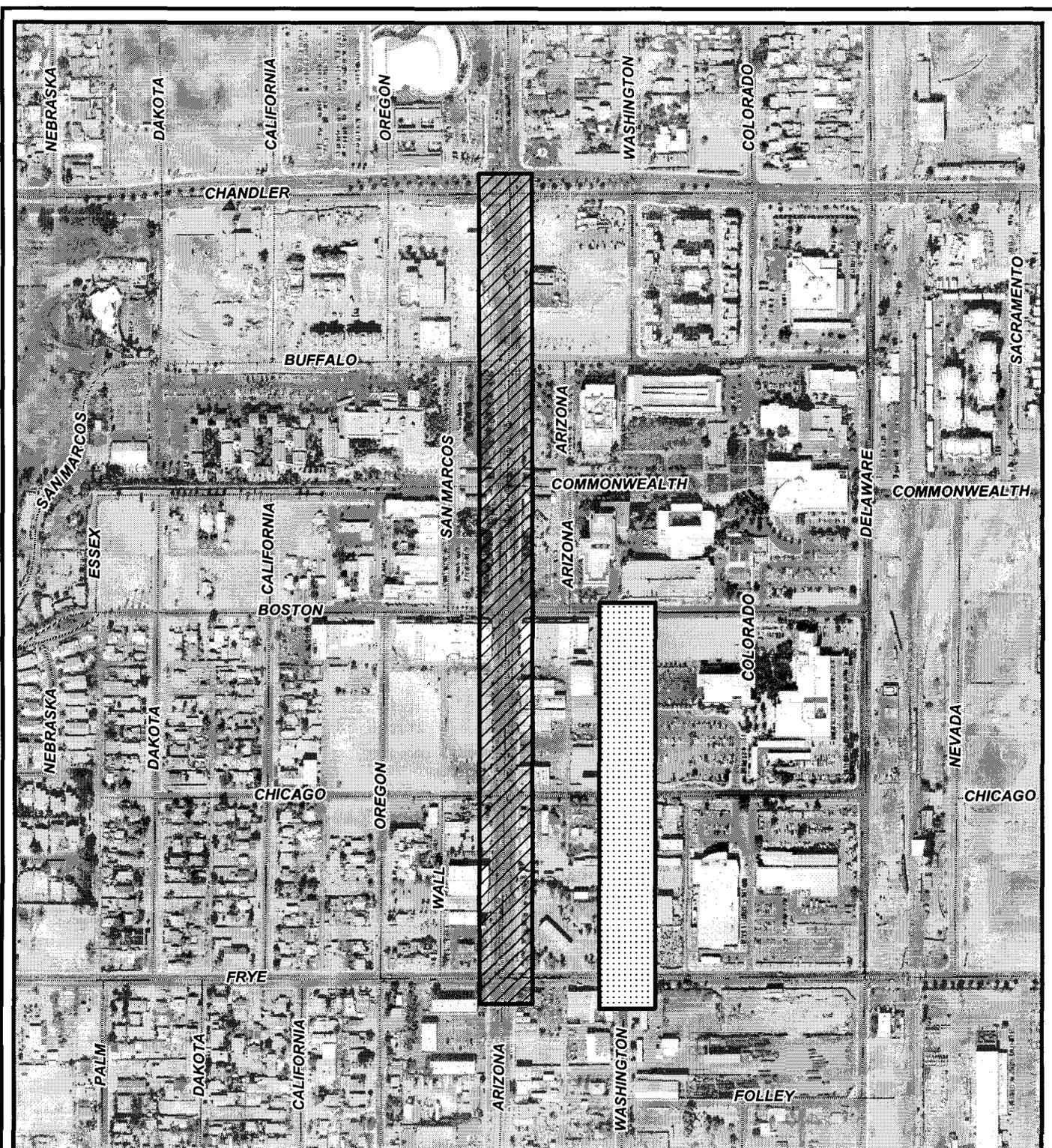

 R.J. Zeder, Public Works Director

12. City Engineer


 Sheina Hughes, Assistant Public Works Director/City Engineer

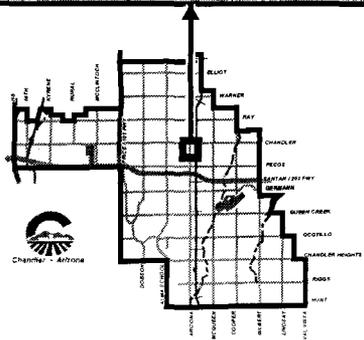
14. City Manager


 W. Mark Pentz



**SOUTH ARIZONA AVENUE
ENTRY CORRIDOR IMPROVEMENTS
PROJECT NO. ST0721-251**

MEMO NO. CA09-260



-  ARIZONA AVENUE
-  WASHINGTON STREET
(BOSTON TO FRYE)



**CONSTRUCTION MANAGER AT RISK
Pre-Construction Services**

PROJECT TITLE. **South Arizona Entry Corridor Improvements**
PROJECT NO. **ST0721-251**

THIS AGREEMENT, made and entered by and between CITY of Chandler, a municipal corporation, hereinafter designated "CITY" and **Achen-Gardner Engineering, LLC, a limited liability company licensed to do business in the State of Arizona**, , hereinafter designated the "Construction Manager At Risk" or "CM@Risk."

RECITALS

WHEREAS, CITY intends to design and build structures and facilities to be known as the **South Arizona Entry Corridor Improvements**; and

WHEREAS, the Project will be performed in two phases. Phase I will include the pre-construction phase services and the preparation and submission of the Guaranteed Maximum Price (GMP). Phase II will include the construction of the **South Arizona Entry Corridor Improvements**; and

WHEREAS, this is a CM@Risk contract for Phase I of the Project which required that the CM@Risk be selected on the basis of demonstrated competence and qualifications for the type of professional services to be rendered without regard to fees and thereafter to negotiate a contract for those services at a fair and reasonable fee with the best qualified firm; and

WHEREAS, CM@Risk has represented to the CITY that CM@Risk has expertise and ability and is qualified to provide these pre-construction services and Construction Management Services and also to construct the Project and based on this representation the CITY engages CM@Risk to provide the services described herein; and

WHEREAS, the Mayor and CITY Council of the CITY of Chandler are authorized and empowered by the provisions of the CITY Charter to execute Agreements for Professional Services; and

WHEREAS, to undertake the design of said Project the CITY has entered into a contract with **Tristar Engineering and Management, Inc.**, hereinafter referred to as the "Project Designer."

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter contained, it is agreed by and between the CITY and CM@Risk, as follows:

ARTICLE 1- DEFINITIONS

"CM@Risk's Representative" means the person designated as such in this Contract.

"Data Sheet" means the sheet listing Project information contained in the RFP.

"Guaranteed Maximum Price" or "GMP" means the sum of the maximum Cost for the construction of this Project, including but not limited to, the CM@Risk's construction fee; general conditions fee; taxes, bonds, insurance costs; and any contingency as proposed and approved pursuant to Subsection 3.2.8.

"Product Data" means illustrations, schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CM@Risk to illustrate materials or equipment for some portion of the work.

"Project" means all of the work and services to be performed pursuant to this contract and the construction of the **South Arizona Entry Corridor Improvements** all as more particularly described herein or in Exhibit A attached hereto and incorporated herein by reference.

ARTICLE 2 - PROJECT TEAM - CM@RISK KEY PERSONNEL

The CM@Risk will be an integral member of the Project Team, consisting of CM@Risk, representatives from the CITY, the Project Designer, and other consultants, as required.

2.1 Key Personnel.

Prior to the start of these Contract Services, the CM@Risk shall submit to the CITY for approval detailed résumés of key personnel, including any Sub consultants, that will be involved in performing services to be provided by CM@Risk.

2.2 Prior Approval for Change.

At any time hereafter that the CM@Risk desires to change key personnel while performing under this Contract, the CM@Risk shall submit the qualifications of the new personnel to the CITY for prior approval.

2.3 Key personnel Listed.

Key personnel shall include, but are not limited to, principal-in-charge, pre-construction manager, project manager (CM@Risk's Representative), superintendent and those persons specifically identified to perform services of cost estimating, scheduling, value engineering, procurement planning and administration of the Work.

2.4 CM@Risk's Representative.

CM@Risk's Representative/project manager shall be reasonably available to CITY and shall have the necessary expertise and experience required to supervise the contract services. CM@Risk's Representative shall communicate regularly with CITY and shall be vested with the authority to act on behalf of CM@Risk.

ARTICLE 3 – SCOPE OF WORK CM@RISK'S SERVICES AND RESPONSIBILITIES

Generally, it will be the responsibility of the CM@Risk to integrate the design and construction phases, utilizing its skills and knowledge of general contracting, to develop schedules; prepare detailed project construction estimates; study labor conditions; and, in any other way deemed necessary, to contribute to the development of the project during the pre-construction/design phase.

3.1 Relationship Of City And CM@Risk

- A. For the fee set forth in Article 6, the CM@Risk undertakes to act as the CITY'S fiduciary and to furnish professional pre-construction and construction management services during the design of the Project. A description of the Project for which these services will be provided pursuant to this Agreement is set forth in Exhibit A to this Agreement.
- B. The CM@Risk accepts a relationship of trust and confidence between itself and the CITY and undertakes to act as the CITY's fiduciary in all matters related to the Project. The CM@Risk agrees to furnish its best skills and best judgment to cooperate with the CITY and Project Designer during the design of the Project, and in all ways to further the interests of the CITY and the Project. The CM@Risk shall furnish value engineering, constructability, reviews and comments, estimates, and supporting comment to the Project Designer and CITY to provide a quality and complete project, consistent with the available budget, all as more particularly described herein.
- C. Because of the CM@Risk's fiduciary duties to the CITY, the Project will be an "open book" job whereby the CITY may attend any and all meetings of the CM@Risk firm relating to the Project, and the CITY or its designated auditors or accountants shall have access to any and all records of the CM@Risk or maintained by the CM@Risk relating to the Project. Open book shall include the unit cost of labor and material provided by subcontractors and shall be provided to the CITY.

3.2 PRE-CONSTRUCTION SERVICES

The CM@Risk shall provide the following pre-construction services:

3.2.1 Project Review

- A. CM@Risk shall meet with the CITY REPRESENTATIVE and other CITY team members, the Project Designer and other design team members to fully understand the Program, the design documents, the Project scope and all other pertinent aspects of the Project.
- B. The CM@Risk shall become an integral part of the Project Team that will coordinate the development and progress of the design and construction processes.
- C. CM@Risk shall visit the Site, become familiar with local conditions under which the work is to be

performed and correlate personal observations with requirements of the Contract Documents.

D. The CM@Risk shall develop written project procedures, in cooperation with the CITY REP that will be used as a guide for the management and coordination of this Project through the life of the Project.

3.2.2 Consultation During Project Development

The CM@Risk shall attend regularly scheduled meetings with the Project Designer and consultants during the Design Phases established by the contract between the CITY and the Project Designer, to advise them on matters relating to site use, improvements, selection of materials, building methods, construction details, building systems and equipment, phasing and sequencing. The CM@Risk shall provide written recommendations on construction feasibility.

3.2.3 Value Analysis

A. The CM@Risk shall, after a complete review of the Project Program, evaluate the designs available at the time of the CM@Risk's commencement of Pre-Construction services, and obtain an understanding of the intent of the CITY and the Project Designer, provide value analysis services and offer cost savings suggestions and best value recommendations to the CITY. All recommendations must be fully reviewed with the Project Designer and CITY, and approved by the CITY prior to implementation.

B. Value analysis efforts shall result in a design that is most effective in first costs as well as long term operational costs relative to issues of energy use and facility maintainability. Value analysis studies shall include life cycle cost analysis as may be required to assist the Project Designer to achieve an appropriate balance between costs, aesthetics and function.

C. Value analysis efforts shall also take into consideration applicable constructability issues.

D. The CM@Risk shall promptly notify the CITY and Project Designer in writing upon observing any features in the design that appear to be ambiguous, confusing, conflicting or erroneous.

E. All value analysis studies must be provided on a timely basis within the design schedule.

F. Value analysis studies shall be continuous as the design is being developed.

G. The CM@Risk shall conduct value analysis throughout the project and provide the CITY estimates as appropriate and shall conduct major value analysis at completion of the schematic design phase and at the design development phase (utilizing the Design Development documents), which analysis shall include, but not be limited to, the items noted below:

1. Develop value analysis concepts for consideration at the session noted in #2 below (it is anticipated that the Project Designer will be concurrently conducting a similar activity).
2. Brainstorming session(s) with design team.
3. Written cost studies shall be produced and submitted to the CITY within two (2) weeks of the brainstorming session.
4. Written pro/con evaluation of the cost studies shall be provided with the cost studies.
5. Formal presentation of the written study to the Design Team shall be conducted by the CM@Risk firm.
6. A final written value analysis study document including a summary of value analysis items, applicable cost adjustments, selected items and their corresponding cost adjustments shall be presented to the Design Team.

H. In between the milestones for major value analysis studies, the CM@Risk shall periodically provide a tracking report which identifies the increases or decreases in costs due to value engineering or scope changes. It shall be the responsibility of the CM@R to keep the CITY and Project Designer informed as to the major trend changes in costs relative to the CITY's budget.

3.2.4 Schedule

A. Within ten (10) days from the Notice to Proceed on this contract, the CM@Risk shall establish a detailed CPM (Critical Path Method) schedule of the pre-construction/design phase of the Project. Within thirty (30) days from the Notice to Proceed on this contract, the CM@Risk shall establish a detailed CPM schedule of the construction phase of the Project. Both schedules shall be established with concurrence of the CITY and the Project Designer. The CM@Risk shall monitor this schedule during the pre-construction/design phase, insure that this schedule is updated, and advise the CITY of any deficiencies in adhering to this schedule by any party.

B. The CM@Risk shall utilize standard software to prepare, provide, and maintain appropriately detailed design phase CPM schedules.

C. Scheduling software shall allow for integration of all aspects of the design processes and provide for coordination of all work to be performed. The scheduling software shall be capable of producing and coordinating logic developed network diagrams, and tabular reports.

D. The Project schedule shall be sufficiently detailed to allow for a realistic projection of design activity sequences and durations. Updated schedules will be required at the end of each Design phase established by the contract between the CITY and the Designer, and after major value engineering decisions.

3.2.5 Constructability Review

CM@Risk shall review the design throughout the pre-construction phase as to constructability, including without limitation, all issues identified in the CM@Risk's proposal. With respect to each such issue, the CM@Risk shall submit a written report to both the CITY and the Project Designer. At a minimum, each such written report shall contain: (1) a description of the constructability issue with background information; (2) a summary of the CM@Risk's in-depth study/research; and (3) written recommendations for addressing the issue.

3.2.6 Construction Cost Model/Estimates

A. The CM@Risk shall develop a project budget/cost model (independent from any similar cost estimate required of the Project Designer such as the Statement of Probable Construction Costs) which shall be updated as needed but at a minimum at the end of each design phase (concepts, schematic, design development, and final construction documents) during which the CM@Risk is performing Pre-Construction Services. (Hereinafter: CM@Risk Cost Model Update). Due to variability in economic conditions, all cost models are to be construction based not data based; that is, the CM@Risk is to obtain pricing of trade work directly from the market place.

B. Each CM@Risk Cost Model Update must contain a statement of the total amount determined under that construction cost model to be the total construction costs for the facility (including alternates, CM@Risk General Conditions, CM@Risk fees, and CM@Risk contingency) in accordance with the Project Designer's Program.

C. The Amount Available for Construction is the sum set out on the Data Sheet and excludes designer fees and other reserves retained by the CITY.

D. In the event that the CM@Risk's Statement of Probable Construction Costs exceed the Amount Available for Construction, the CITY may direct the CM@Risk to (and the CM@Risk shall without additional compensation to the CM@Risk) work in conjunction with the Project Designer to redesign the facility as necessary to maintain the Project Program within the Amount Available for Construction.

E. Each CM@Risk Cost Model Update and the Designer's Probable Construction Costs will be reviewed by the Project Designer and the CITY for reasonableness and compatibility with the Amount Available for Construction. Meetings and negotiations between CITY, Project Designer and the CM@Risk will be held to resolve questions and differences that may occur between the Designer's Probable Construction Costs and the CM@Risk Cost Model Update. The CM@Risk shall work with the CITY and the Project Designer to reach a mutually acceptable joint Probable Construction Cost.

F. If requested by the CITY, the CM@R shall prepare a preliminary "cash flow" projection based upon historical records of similar type projects to assist the CITY in the financing process.

3.2.7 Coordination of Contract Documents

A. The CM@Risk shall review the drawings and specifications as they are being prepared, recommending alternative solutions whenever design details affect costs, construction feasibility or schedules. The CM@Risk shall notify the Project Designer and the CITY in writing, as appropriate, upon observing any features in the plans or specifications, which appear to be ambiguous, confusing, conflicting or erroneous.

B. The CM@Risk shall review the final documents to see that all comments have been incorporated.

C. All ambiguous, confusing, conflicting and/or erroneous features discovered in the plans or specifications by the CM@Risk during the review process shall be deemed to be corrected, and any associated costs shall be included in the CM@Risk's Guaranteed Maximum Price (GMP).

3.2.8 Construction Guaranteed Maximum Price (GMP)

A. Within 10 days after final review submission of the construction documents to CITY or at any sooner time requested by the CITY, the CM@Risk shall develop and provide to CITY a GMP proposal based on the design documents as completed at that time. Such GMP proposal will include all construction costs, and all other projected costs, including, without limitation, any CM@Risk contingency and General Conditions allowance but not including any CITY Construction Contingency. The GMP proposal shall include a schedule of values which shall specify all of the following: (a) unit or lump sum prices for work to be performed by CM@Risk (may be by CSI code, total costs, and cost per square feet of building); (b) each anticipated subcontract amount; (c) a separately identified CM@Risk's fixed fee as a fixed percentage of the GMP including home office overhead and profit; (d) General Conditions, and (e) all project related costs, i.e., taxes, bonds, personnel payroll benefits, etc. The final GMP shall state all qualifications and assumptions used to prepare the final GMP.

B. The GMP must not exceed the Amount Available for Construction as set forth on the Data Sheet.

C. In the event that the GMP exceeds the Project Construction Budget, the CITY reserves the right to direct the CM@Risk to (and the CM@Risk shall) work in conjunction with the Project Designer to redesign the Facility as necessary to maintain the Project Program and meet the Project Construction Budget as follows:

1. After consultation with the CITY, the CM@Risk shall coordinate and cooperate with the Project Team to alter and redraft Construction Documents as necessary to accomplish the required reduction in cost.

2. The CM@Risk shall develop and provide to CITY a GMP in connection with the redrafted and altered Construction Documents to accomplish the necessary reductions in cost.

3. The CM@Risk shall analyze the Project Designer's originally submitted and as altered and redrafted Construction Documents, and make recommendations to the CITY as to ways and methods to reduce the costs of constructing the Project to a sum which does not exceed the Project Construction Budget.

D. Notwithstanding anything in the RFQ to the contrary, the CM@Risk shall perform the work set forth in this Sub Section 3.2.8 without additional compensation.

E. CITY has the right to reject any GMP as originally submitted, or as adjusted. In that event, this Contract will terminate according to its terms.

F. The CM@Risk's detailed construction cost estimates and GMP will be reviewed by the Project Designer and the CITY for reasonableness and compatibility with the Project Construction Budget. Meetings and negotiations between CITY, Project Designer and the CM@Risk will be held to resolve questions and differences that may occur between the Project Construction Budget and the CM@Risk's construction cost estimate and corresponding GMP. If indicated by the Project Construction budget

limitations or other circumstances, the CM@Risk shall work with the CITY and Project Designer to reach a mutually acceptable GMP.

G. Upon acceptance by the CITY of a GMP, the CITY shall prepare and the CM@Risk shall execute a Construction Contract reflecting the GMP and requiring CM@Risk to perform construction in accordance with the approved plans and specifications for that price. Within 10 days after the execution of the Construction Contract as provided herein, CM@Risk shall provide the CITY with a Performance Bond and a Labor and Material Payment Bond each for 100% of the GMP in conformity with state law.

3.2.9 Phased GMPs.

The CM@Risk may be requested to provide individual GMP proposals for specific construction phases of the Project. These individual phase GMP proposals shall be based on the specific phase construction documents, and will be prepared in accordance with the procedures identified in this Section.

3.2.10 Non-Acceptance of the GMP and Termination of CITY-CM@Risk Contract

The CITY, at its sole discretion, may decline to accept the CM@Risk's GMP for the construction or for any Construction Phase and thereupon without penalty, this Contract shall terminate according to its terms at the end of the Pre-Construction Phase of the Project.

ARTICLE 4-- PHASED CONSTRUCTION

LONG LEAD TIME PROCUREMENT

4.1 Recommendations for Phasing

If phased construction is appropriate and the CITY and Project Designer approve, the CM@Risk shall review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work. The CM@Risk shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, and any other factors pertinent to saving time and cost.

4.2 Recommendation for long-lead time items.

The CM@Risk shall recommend to the CITY and the Project Designer a list and a schedule for the procurement by the CITY of long-lead time items which will be required to meet the Project Schedule.

4.3 Bid for Procurement

If the CITY determines that it is in its own best interest to have the CM@Risk procure such long-lead time items, the CITY may, at its sole discretion, direct the CM@Risk to solicit bids.

4.4 Purchase by CM@Risk

Upon approval by the CITY of the funding and of the terms and conditions of the purchase of said long-lead material, the CITY will authorize the CM@Risk to issue purchase orders for the material. If necessary the Contract Price will be adjusted.

4.5 City Procurement

If the CITY determines that it is in its own best interest to procure such long-lead time items, items may be procured by the CITY on terms and conditions acceptable to the CM@Risk. Upon the CITY's acceptance of the CM@Risk's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the CITY to the CM@Risk, who shall accept responsibility for such items as if procured by the CM@Risk.

4.6 Option not to Procure

If the CITY chooses not to procure long lead-time items prior to acceptance of a GMP, the Design Professional shall list the items and a delivery schedule in the Construction Documents and such required delivery schedules shall be taken into consideration in determining the Contract Time for the Construction Contract.

ARTICLE 5 – STANDARD OF CARE AND CORRECTIONS

5.1 CM@Risk Responsibility

The CM@Risk shall be responsible for the completeness and accuracy of reviews, reports, supporting data, and other pre-construction work prepared or compiled by CM@Risk pursuant to this Contract and shall correct such work, at the sole expense of CM@Risk. The fact that the CITY has accepted or approved the CM@Risk's work shall in no way relieve the CM@Risk of any such responsibilities. The CM@Risk is not assuming any obligation to perform design or responsibility for any design or performing any peer review of any Architect or other Designer's work.

5.2 Competent Staff

The CM@Risk will maintain an adequate and competent staff of qualified persons, as may be determined by the CITY, throughout the performance of this Contract to ensure acceptable and timely completion of the scope of services. If the CITY objects, with reasonable cause, to any of the CM@Risk's staff, the CM@Risk shall take prompt corrective action acceptable to the CITY and, if required, remove such personnel from the Project and replace with new personnel agreed to by the CITY.

ARTICLE 6-- CONTRACT PRICE

6.1 Fees

For services rendered by CM@Risk as described herein CITY shall pay CM@Risk a fee not to exceed the sum of **Three Hundred Forty Nine Thousand One Hundred dollars (\$349,100)** at the rates shown in and in accordance with the fee schedule attached hereto as Exhibit B and made a part hereof by reference. Payment will be made monthly on the basis of progress reports. An Application and Certification for Payment Sheet must be submitted to CITY which shall be accompanied by a progress report, detailed invoices and receipts, if applicable. This submittal shall include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any deliverables submitted, and as to any sub-consultants, their actual requests for payment plus similar narrative and listings of their work.

6.2 Taxes

The Contract Price is deemed to include all transaction privilege, sales, use, consumer and other taxes which are legally enacted when negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

ARTICLE 7—CONTRACT TIME

7.1 Contract Time.

Following receipt of a "Notice to Proceed" with the Pre-construction Services, CM@Risk shall complete all Pre-construction Services and submit the final GMP to CITY within a maximum of **Seven Hundred Thirty (730)** calendar days of the date indicated on the Notice to Proceed.

7.2 Production Schedule.

CM@Risk shall complete all services specified herein in accordance with the CPM Progress Schedule and progress milestones included in such CPM Schedule. In the event delays are experienced beyond the control of CM@Risk, the completion date may be extended as mutually agreed upon by CITY and CM@Risk.

ARTICLE 8 -- CLAIMS AND DISPUTES

8.1 Dispute Avoidance and Resolution

- A. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CM@Risk and CITY each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the work.
- B. CM@Risk and CITY shall will first attempt to resolve disputes or disagreements at the field level through discussions between CM@Risk's Representative and CITY's Representative.
- C. If a dispute or disagreement cannot be resolved through CM@Risk's Representative, and City's Representative, CM@Risk's Principal-in-charge and the City Engineer, upon the request of either party, shall

meet as soon as conveniently possible, but in no case later than five (5) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Principal-in Charge and the City Engineer, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

8.2 Duty to Continue Performance

CM@Risk shall continue to perform the work and CITY shall continue to satisfy its payment obligations to CM@Risk, pending the final resolution of any dispute or disagreement between CM@Risk and CITY.

8.3 Disputed Invoices.

8.3.1 Disputed Items

CITY may temporarily delete any disputed items contained in CM@Risk's invoice, including items disputed due to lack of supporting documentation, and pay the remaining amount of the invoice. CITY shall promptly notify CM@Risk of the dispute and request clarification and/or remedial action. CITY may withhold payment on all disputed items until the issues are resolved. After any dispute has been settled, CM@Risk shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

8.3.2 Disputed Invoices

In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

8.4 Alternate Dispute Resolution:

All claims, disputes and other matters in question between CITY and CM@Risk arising out of, or relating to this Contract, or the breach thereof (except for claims which have been resolved pursuant to subsection 8.3 herein above shall be decided by binding, unappealable special arbitration, as described below, if the claim for compensation, costs or expenses, damages or reimbursement is equal to or less than \$50,000. Claims in excess of over \$50,000 shall have non-binding mediation as the first step to settling the dispute or claim.

8.4.1 Binding Special Arbitration.

All arbitration of claims shall be conducted in Chandler, Arizona, in accordance with the following rules:

A. Any time after the parties have attempted in good faith but without success to resolve one or more disputes, a party may notify the other in writing that they are at impasse (Notice of Impasse) and request immediate arbitration in accordance with the terms herein.

B. Within three days after the date of such Notice of Impasse, each party shall select an impartial intermediary, who shall within 10 days, together, agree upon a third impartial person who will be the arbitrator. To be considered impartial an intermediary or arbitrator shall not have any previous or current relationship which would be considered a conflict of interest with either party, including, but not limited to, current or previous employment or contractual relationship, indebtedness or ownership interest.

C. The parties shall immediately cooperate with each other to draft together a short summary of the facts and a list of questions or issues to be resolved by the arbitrator. If the facts are in dispute, such disputed facts shall be listed as contentions by the party asserting them. In the event the parties are unable to agree upon a summary of the facts or a list of questions or issues, each party shall instead include a statement of facts and list of issues in that party's Position Paper submitted to the arbitrator. Such summary of facts and list of questions or issues shall be completed by the parties and submitted to the arbitrator within twenty (20) days of the date of the Notice of Impasse.

D. The parties shall cooperate to gather any documents and exhibits necessary to resolve the issues and provide them jointly to the arbitrator. In the event of a dispute between the parties regarding whether a document should be provided, the disputed document shall be submitted to the impartial intermediaries who will determine its appropriateness for submittal. Correspondence between the parties which discusses settlement or resolution of the issues shall be submitted. All such evidence shall be submitted to the arbitrator within twenty (20) days of the date of the Notice of Impasse.

E. Each party may submit a written Position Paper of no more than ten (10) pages, supporting or explaining that party's position and providing citations to relevant law. Any such Position Paper shall be submitted to the arbitrator within thirty (30) days of the date of the Notice of Impasse.

F. There shall be no hearing, no witnesses, no argument nor contact by the parties or their representatives with the arbitrator except for the submission of the joint submittals and each party's Position Paper.

G. The arbitrator may request additional information and may make any other orders necessary to resolve the entire matter.

H. The arbitrator shall issue a written decision resolving all the submitted issues within 30 days after receiving the Position Papers.

8.5. Claims in excess of \$50,000.

Nothing herein contained shall be so construed as to preclude CM@Risk or CITY from commencing a legal action in relation to claims in excess of \$50,000, but the sole legal remedy in relation to claims of \$50,000 or less shall be binding, unappealable special arbitration as described above.

ARTICLE 9-- REPRESENTATIVES OF THE PARTIES

9.1 City Representatives

A. CITY designates the individual listed below as the City Engineer which individual has the authority and responsibility for avoiding and resolving disputes pursuant to Article 8: Sheina Hughes, Assistant Public Works Director/City Engineer., Mail Stop # 405, P.O. Box 4008, Chandler, AZ 85244-4008, (480) 782-3334.

B. CITY designates the individual listed below as its CITY's Representative, who shall be the single point of contact for CM@Risk, and who has the authority and responsibilities set forth herein: Joshua Plumb, Project Manager, P. O. Box 4008, MS 407, Chandler, AZ 85244-4008, (480) 782-3312

9.2 CM@Risk Representatives

A. CM@Risk designates the individual listed below as its Principal-in-charge ("CM@Risk's Principal-in-charge"), which individual has the authority and responsibility for avoiding and resolving disputes: Dan Spitz, Achen-Gardner Engineering, LLC, 550 S. 79th Street, Chandler, AZ 85226, (480) 940-1300

B. CM@Risk designates the individual listed below as its CM@Risk's Representative, which individual has the authority and responsibilities set forth herein: Christie Hall, Achen-Gardner Engineering, LLC, 550 S. 79th Street, Chandler, AZ 85226, (480) 940-1300

ARTICLE 10-- SUSPENSION AND TERMINATION

10.1 Termination for Convenience

A. Upon receipt of written notice to CM@Risk, CITY may, at its discretion and without cause, elect to terminate this Contract. In such event, CITY shall pay CM@Risk only the direct value of its completed Contract Services and materials supplied as of the date of termination and the reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and/or Sub consultants.

B. CM@Risk shall be entitled to profit and overhead on completed work only, but shall not be entitled to anticipated profit or anticipated overhead.

C. If CITY terminates this Agreement pursuant to this Subsection and proceeds with the Project through its employees, agents or third parties, CITY's rights to use the work product shall be as set forth in Section 14.17 hereof.

10.2. CITY's Right to Perform and Terminate for Cause

A. If CM@Risk persistently fails to prosecute the Contract Services with promptness and diligence to ensure that the Contract Services are completed by the Contract Time, as such times may be adjusted, or to perform material obligations under the Contract Documents, then CITY, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth herein.

B. Upon the occurrence of an event set forth in Subsection 10.2 A above, CITY may provide written notice to

CM@Risk that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of CM@Risk's receipt of such notice.

- C. If CM@Risk, within such seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then CITY may declare the Agreement terminated for default by providing written notice to CM@Risk of such declaration.
- D. Upon declaring the Agreement terminated pursuant to Paragraph C above, CITY may employ any person or persons to complete the work and provide all of the required services and other items.
- E. In the event of such termination, CM@Risk shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, the CM@Risk will only be entitled to be paid for Work performed prior to its default.
- F. If CITY's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then CM@Risk shall be obligated to pay the difference to CITY. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by CITY in connection with the procurement and defense of claims arising from CM@Risk's default.
- G. If CITY improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Subsection 10.1.

ARTICLE 11-- INDEMNIFICATION

11.1. All Liability

A. For Professional Liability:

To the fullest extent permitted by law, CM@Risk shall defend, indemnify and hold harmless the City of Chandler, its agents, representatives, officers, directors, officials and employees, individually and collectively, (hereinafter CoC) from and against all losses, claims, damages, suits, actions, payments, judgments, demands, expenses, and costs, including but not limited to, attorney's fees, defense costs, court costs, and the cost of appellate proceedings, or actions of any kind and nature related to, arising out of, or alleged to have resulted from the errors, mistakes or omissions relating to professional services by CM@Risk, its employees, agents, or any tier of subcontractors in the performance of this Contract or of any other person for whose errors, mistakes or omissions CM@Risk may be legally liable. This indemnity shall not be construed to include losses, claims, damages, suits, or actions of any kind and nature, to the extent arising from or alleged to have resulted from the errors, mistakes or omissions of CoC (other than CM@Risk, its employees, agents, or any tier of subcontractors). The provisions of this paragraph shall survive termination of this Contract.

B. Correction Of Mistakes:

CM@RISK shall be responsible for the completeness and accuracy of the work prepared or compiled under CM@RISK's obligation for this project and shall correct, at CM@RISK's expense, all errors or omissions therein which may be disclosed. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications shall be accomplished by CM@RISK. The cost of the design necessary to correct those errors attributable to CM@RISK and any damage incurred by CITY as a result of additional construction costs caused by such engineering or architectural errors shall be chargeable to CM@RISK and shall not be considered a cost of the Work. The fact that CITY has reviewed or approved CM@RISK's work shall in no way relieve CM@RISK of any of its responsibilities.

C. For All Other Liabilities, Hazards And Exposures:

To the fullest extent permitted by law, CM@Risk shall defend, indemnify and hold harmless the City of Chandler, its agents, representatives, officers, directors, officials and employees, individually and collectively, (hereinafter CoC) from and against all losses, claims, damages, suits, actions, payments, judgments, demands, expenses, and costs, including but not limited to, attorney's fees, defense costs, court costs, and the cost of appellate proceedings, or actions of any kind and nature, wages or overtime compensation due employees in rendering service under this Contract and whether to any person or property, including natural resources and any claim made under the Fair Labor Standards Act or any other federal or state laws, related to, arising out of, or alleged to have resulted from the actions of CM@Risk and alleged to have been caused in whole or in part by any act or

omission of CM@Risk, anyone directly or indirectly employed by them or anyone for whose acts CM@Risk may be legally liable, and from any claims or amounts arising or recovered under Workers' Compensation laws or any other law, bylaw, or ordinance, order or decree or any failure on the part of CM@Risk, its agents, employees or representatives to fulfill CM@Risk's obligations under this Contract. This indemnity shall not be construed to include losses, claims, damages, suits, or actions of any kind and nature, to the extent arising from or alleged to have resulted from the errors, mistakes or omissions of CoC, (other than CM@Risk, its employees, agents, or any tier of subcontractors). The provisions of this paragraph shall survive termination of this Contract.

D. Consequential Damages:

The parties intend that damages and/or costs and all other terms implying an amount tied to liability shall include consequential damages and loss of productivity limited to the total value of this contract in dollars as payable by the City of Chandler or twice the amount of aggregate insurance required by this Contract, whichever is greater.

E. Insurance Does Not Limit Liability:

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

ARTICLE 12 – INSURANCE

12.1 General Requirements:

- A. CM@Risk, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
- B. With the exception of professional liability policies, policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
- C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
- D. If any of the insurance policies are not renewed prior to expiration, payments to the CM@Risk may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CM@Risk.
- E. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- F. CM@Risk's insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CM@Risk's acts, errors, mistakes, omissions, work or service.
- H. The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CM@Risk. CM@Risk shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CM@Risk to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions in excess of \$25,000 will not be accepted except with permission of the Management Services Director/designee. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CM@Risk to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

- I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
- J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CM@Risk with reasonable promptness in accordance with the CM@Risk's information and belief.
- K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CM@Risk until such time as the CM@Risk shall furnish such additional security covering such claims as may be determined by the CITY.

12.2 Proof of Insurance - Certificates of Insurance

- A. Prior to commencing work or services under this Agreement, CM@Risk shall furnish to CITY Certificates of Insurance, issued by CM@Risk's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
- B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
- C. All Certificates of Insurance shall identify the policies in effect on behalf of CM@Risk, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
- D. CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CM@Risk of any deficiencies in such policies and endorsements, and such receipt shall not relieve CM@Risk from, or be deemed a waiver of CITY's right to insist on, strict fulfillment of CM@Risk's obligations under this Agreement.

12.3 Required Coverage

Such insurance shall protect CM@Risk from claims set forth below which may arise out of or result from the operations of CM@Risk under this Contract and for which CM@Risk may be legally liable, whether such operations be by the CM@Risk or by a Sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.

- A. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- D. Claims for damages insured by usual personal injury liability coverage;
- E. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
- F. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc.,

coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.

- G. Claims for bodily injury or property damage arising out of completed operations;
- H. Claims involving contractual liability insurance applicable to the obligations of CM@Risk under the indemnification provisions set forth in subsection 11.1 herein.
- I. Claims for injury or damages in connection with one's professional services;
- J. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included;

12.3.1 Commercial General Liability - Minimum Coverage Limits:

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of \$1,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CM@Risk's operations and products, and completed operations.

12.3.2 General Liability - Minimum Coverage Limits

A. The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined shall be written for not less than \$1,000,000 or 10% of the contract cost and with a \$2,000,000 aggregate.

B. Automobile Liability: CM@Risk shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CM@Risk's work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of \$5,000,000 per accident for bodily injury and property damage.

12.3.3 Worker's Compensation and Employer's Liability:

CM@Risk shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CM@Risk's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit. In case any work is subcontracted, CM@Risk will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CM@Risk.

ARTICLE 13 – NOTICE

Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) three (3) days after the date of the postmark of deposit by first class United States mail, registered or certified mail, postage prepaid to the address indicated below or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

To CITY OF CHANDLER

Contract Administration
Mail Stop 407
P.O. Box 4008
Chandler, AZ 85244-4008
480.782.3307

Copy to City's Representative:	Joshua Plumb, Project Manager Contract Administration P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 480.782.3312
To CM@Risk	Dan Spitz, P.E., Vice President Achen-Gardner Engineering, LLC 550 S. 79th Street Chandler, AZ 85226 (480) 940-1300 (480) 940-4576 FAX
To Project Designer	Vaughn Bennett Tristar Engineering and Management, Inc. 58 W Buffalo Street, #200 Chandler, AZ 85225 480-751-6861 480-786-0875 FAX

ARTICLE 14 – GENERAL PROVISIONS

14.1 Interpretation and Intent

- A. The Contract Documents are intended to permit the parties to complete the Contract Services and all obligations required by the Contract Documents within the Contract Times for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.
- B. The CITY's Standard Construction General Conditions are incorporated herein by reference to the extent they are applicable to this Contract and to the extent the terms and conditions therein do not conflict with the terms and conditions of this Contract.
- C. The Contract Documents form the entire agreement between CITY and CM@Risk and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

14.2 Amendments. The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party. Any change in the scope of work, either additions or deletions shall not be effective and there shall be no additional payment therefore except approved in writing and signed by a duly authorized representative of each party.

14.3 Time is of the Essence. CITY and CM@Risk mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

14.4 Mutual Obligations. CITY and CM@Risk commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

14.5 Cooperation And Further Documentation. The CM@Risk agrees to provide the CITY such other duly executed documents as shall be reasonably requested by the CITY to implement the intent of the Contract Documents.

14.6 Assignment. Neither CM@Risk nor CITY shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

14.7 Successor ship CM@Risk and CITY intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

14.8 Conflict In Language. All services performed shall conform to all applicable CITY of Chandler codes, ordinances and requirements as outlined in the Contract Documents.

14.9 Third Party Beneficiary. Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than the CITY and the CM@Risk, and all duties and responsibilities undertaken pursuant to the Contract Documents will be for the sole and exclusive benefit of CITY and the CM@Risk and not for the benefit of any other party.

14.10 Governing Law. The Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Contract or to obtain any remedy with respect hereto shall be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

14.11 Independent Contractor. The CM@Risk is and shall be an independent contractor. Any provisions in the Contract Documents that may appear to give the CITY the right to direct the CM@Risk as to the details of accomplishing the work or to exercise a measure of control over the work means that the CM@Risk shall follow the wishes of the CITY as to the results of the work only. These results shall comply with all applicable laws and ordinances.

14.12 CITY's Right Of Cancellation. All parties hereto acknowledge that this Agreement is subject to cancellation by the CITY of Chandler pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

14.13 Survival. All warranties, representations and indemnification's by the CM@Risk shall survive the completion or termination of the Contract Documents.

14.14 Covenant Against Contingent Fees. The CM@Risk warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the CITY Council, or any employee of the CITY of Chandler has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the CITY of Chandler shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

14.15 No Waiver. The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

14.16 Headings. The headings used in this Agreement, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

14.17 Work Product.

- A. All work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, original mylar drawings, Computer Aided Drafting and Design (CADD) file diskettes, and other related documents which are prepared in the performance of this Contract (collectively referred to as documents) are to be and remain the property of the CITY and are to be delivered to the CITY before the final payment is made to the CM@Risk. In the event these documents are altered, modified or adapted without the written consent of the CM@Risk, which consent the CM@Risk shall not unreasonably withhold, the CITY agrees to hold the CM@Risk harmless to the extent permitted by law from the legal liability arising out of the CITY's alteration, modification, or adaptation of the documents.
- B. The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by the CM@Risk, its sub consultants or personnel, during the course of performing the Contract Documents or arising out of the Project shall belong to the CM@Risk.
- C. With this Contract, the CM@Risk and its subconsultants hereby grant a license to the CITY, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the documents, works or deliverables developed or created as a result of the Project and this Contract. This license also includes the making of derivative works. In the event that the derivative works require the CITY to alter or modify the documents, then the provisions of subsection apply.

ARTICLE 15--DATA CONFIDENTIALITY

15.1 Data

As used in the Contract Documents, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by the CM@Risk in the performance of the Contract Documents.

15.2 Confidentiality

The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the CM@Risk in connection with the CM@Risk's performance of the Contract Documents is confidential and proprietary information belonging to the CITY.

15.3 Written Consent Required

The CM@Risk shall not divulge data to any third party without prior written consent of the CITY. The CM@Risk shall not use the data for any purposes except to perform the services required under this Contract Documents but may use and disclose such data as necessary to accomplish the services to be provided herein. These prohibitions shall not apply to the following data provided the CM@Risk has first given the required notice to the CITY:

- A. Data which was known to the CM@Risk prior to its performance under the Contract Document unless such data was acquired in connection with work performed for the CITY;
- B. Data which was acquired by the CM@Risk in its performance under this Contract and which was disclosed to the CM@Risk by a third party, who to the best of the CM@Risk's knowledge and belief, had the legal right to make such disclosure and the CM@Risk is not otherwise required to hold such data in confidence; or
- C. Data, which is required to be disclosed by virtue of law, regulation, or court order to which the CM@Risk is subject.

15.4 Notice to CITY

In the event the CM@Risk is required or requested to disclose data to a third party, or any other information to which the CM@Risk became privy as a result of any other contract with the CITY, The CM@Risk shall first notify the CITY as set forth in this section of the request or demand for the data. The CM@Risk shall give the CITY sufficient facts so that the CITY can be given an opportunity to first give its consent or take such action that the CITY may deem appropriate to protect such data or other information from disclosure.

15.5 Copies to CITY

Unless prohibited by law, within ten calendar days after completion of services for a third party on real or personal property owned or leased by the CITY, the CM@Risk shall promptly deliver, as set forth in this section, a copy of all data to the CITY. All data shall continue to be subject to the confidentiality agreements of the Contract Documents.

15.6 Duty of CM@Risk

The CM@Risk assumes all liability for complying with this Section 15 regarding the confidentiality of the data in its possession and agrees to compensate the CITY if any of the provisions of this section are violated by the CM@Risk, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this section shall be deemed to cause irreparable harm that justifies injunctive relief in court.

ARTICLE 16--CONFLICT OF INTEREST

CM@Risk stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract.

Pursuant to A.R.S. Section 38-511, the City may cancel this contract within three (3) years after its execution without penalty or further obligation by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City of Chandler is, at any time while the contract is in

effect, an employee of the other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

16.1 Notice to CITY

To evaluate and avoid potential conflicts of interest, the CM@Risk shall provide written notice to the CITY, as set forth in this section, of any work or services performed by the CM@Risk for third parties that may involve or be associated with any real property or personal property owned or leased by the CITY. Such notice shall be given seven business days prior to commencement of the Project by the CM@Risk for a third party, or seven business days prior to an adverse action as defined below.

16.2 Adverse Actions

Actions that are considered to be adverse to the CITY under the Contract Documents include but are not limited to:

- A. Using data as defined in the Contract acquired in connection with the Contract Documents to assist a third party in pursuing administrative or judicial action against the CITY;
- B. Testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the CITY; and
- C. Using data to produce income for the CM@Risk or its employees independently of performing the services under The Contract Documents, without the prior written consent of the CITY.

16.3 No Conflict

The CM@Risk represents that except for those persons, entities and projects identified to the CITY, the services to be performed by the CM@Risk under The Contract Documents are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the CITY.

16.4 Failure

The CM@Risk's failure to provide a written notice and disclosure of the information as set forth in this section shall constitute a material breach of The Contract Documents.

ARTICLE 17 – COMPLIANCE WITH ARIZONA PROCUREMENT LAW

Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty (**Exhibit C**) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.

The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

In accordance with A.R.S. §35-397, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-397, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Sudan.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein below named, on this _____ day of _____ 2009

CITY OF CHANDLER

CONSTRUCTION MANAGER AT RISK

MAYOR Date

By: _____
Signature

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
480-782-3307

ADDRESS FOR NOTICE
Achen-Gardner Engineering, LLC
550 S. 79th Street
Chandler, AZ 85226
Phone: (480) 940-1300
FAX: (480) 940-4576

ATTEST:

ATTEST: If Corporation

City Clerk

Secretary

APPROVED AS TO FORM:

City Attorney

SEAL

**EXHIBIT A
PROJECT DESCRIPTION**

The project will consist of, but is not limited to wet and dry utility upgrades and relocations, streetscape improvements, road and subgrade construction, civil improvements, landscape upgrades, median construction, intersection improvements, and facility demolition in the approximate area bounded by Chandler Blvd to the north, Loop 202 Freeway to the south, Delaware Street to the east, and Palm lane to the west.

The first phase of the project includes improvements to Arizona Avenue between Chandler Boulevard and Frye Road in accordance with City of Chandler standards. Improvements shall include four through lanes, left turn lanes, curb, gutter, sidewalk, water and sewer lines, and all other infrastructure required by the intent of the project. The first phase of the project will also construct improvements to Washington Street between Boston Street and Frye Road in accordance with City of Chandler standards. Improvements shall include two through lanes, turn lanes, curb, gutter, bicycle lanes, landscaped medians, sidewalk, water and sewer lines, and all other infrastructure required by the intent of the project.

The second phase of the project includes improvements to Washington Street between Fairview Street and Pecos Road in accordance with City of Chandler standards. Improvements shall include two through lanes, turn lanes, curb, gutter, bicycle lanes, landscaped medians, sidewalk, water and sewer lines, and all other infrastructure required by the intent of the project.

Additional phases are envisioned for this contract and pre-construction services are funded here. Descriptions for these additional phases are yet to be defined.

**EXHIBIT B
FEE SCHEDULE**

Cost Type	Contract Section	DSP	PD	PM	PS	GS	FOM	CE	SE/LE	TT	PA	C/L	Other	Total Hours
Unit Rate Total (\$/HR)		\$123.00	\$100.30	\$105.80	\$102.35	\$105.80	\$105.80	\$113.85	\$105.80	\$51.75	\$56.35	\$35.90	(\$'s)	(Hrs/Task Line)
Project Bi-Weekly Meetings (24mo = 48ea @ 2hrs/ea)	3.2.1&2	48.00	96.00	96.00	48.00	8.00	8.00	8.00	48.00					360.00
60% & 90% Plans Comment Review Meetings (6ea @ 2hrs/ea)	3.2.1&2	6.00	12.00	12.00	12.00		4.00	4.00	12.00					62.00
GMP Negotiation Meetings (GMP = 3ea Meetings @ 4hrs/ea)	3.2.1&2	12.00	12.00	12.00				6.00	12.00					54.00
General Stakeholder & Special Public Meetings (12ea @ 2hrs/ea)	3.2.1&2	24.00	24.00	24.00	12.00		4.00							88.00
Utility Coordination Meetings (Bi-Monthly - 12ea @ 1hr/ea)	3.2.1&2	3.00	12.00	12.00	12.00		4.00		12.00					55.00
Misc. Team Meetings (24ea @ 2hrs/ea)	3.2.1&2	24.00	48.00	48.00	24.00	6.00	6.00	6.00	24.00					186.00
Misc. Site Visits (8ea @ 2hrs/ea)	Misc.	4.00	16.00	16.00	16.00	4.00	4.00	4.00	8.00					72.00
Misc Pre and Post Meeting Coordination (113 ea)	Misc.	30.00	113.00	60.00					40.00			48.00		291.00
Value Analysis Reviews and Reports (6ea @ 60% & 90%)(See 3.2.3 & 3.2.5)	3.2.3													0.00
Design Document/Constructability Review - General (2ea @ 60% & 90% for each of the 3 Ph)	3.2.3, 5, 7	8.00	32.00	32.00	16.00	8.00	8.00	8.00	32.00	16.00		4.00		164.00
Pot Hole & Utility Designation (i.e. 3 Ph - Develop List, Mod List, Field Observation)	3.2.3, 5, 7		12.00	12.00	24.00	6.00			12.00					66.00
Project Schedule (3ea @ 60%/90%/100% for each of the 3 Phases = 9ea)	3.2.4	5.00	9.00	18.00	9.00		9.00							50.00
Cost Model and 60% Prelim Estimate (6ea) (GMP Admin & Sub Select Excluded Here)	3.2.6	12.00	120.00	24.00	24.00	6.00	6.00	12.00	480.00	80.00		6.00		770.00
Subcontractor Pre-Qualification & Selection (3ea @ 1ea of the 3-Phase Submittals)	3.2.8	6.00	60.00	12.00	6.00		6.00	6.00	60.00			12.00		168.00
GMP Proposal @ 90% (1ea of the 3-Phase Submittals = 3ea)	3.2.8	24.00	120.00	60.00	30.00	6.00	12.00	24.00	360.00	40.00		12.00		688.00
Misc Monthly Admin and Clerical (24Mos: Admin @ 2hr/mo Clerical @ 4hr/mo)	Misc.										48.00	96.00		144.00
Reimbursables Allowance (i.e. Printing, etc... of Plans, Specs, etc...)	Misc.												\$5,000.00	
Year 2010 Labor Escalation Allowance (50% of scope with 3.5% rate increase)	Misc.												\$5,320.00	
Potholes (80 @ \$600 each)	Misc.												\$48,000.00	
Construction Management and Supervision Credit (Concurrent w/other COC Projects)	ALL			-145.00	-115.00									(260.00)
TOTALS (HR's)		206.00	686.00	293.00	118.00	44.00	71.00	78.00	1100.00	136.00	48.00	178.00	\$58,320.00	2,958.00
TOTAL ESTIMATED DESIGN PHASE SERVICES (\$'s)		\$25,338.00	\$68,805.80	\$30,999.40	\$12,077.30	\$4,655.20	\$7,511.80	\$8,880.30	\$116,380.00	\$7,038.00	\$2,704.80	\$6,390.20	\$58,320.00	\$349,100.80
		\$290,780.80											\$58,320.00	
													Reimb	
Note: Following %'s are based on one (1) individual for Twenty-Four (24) months at 172 Hrs/Mo.		4.99%	16.62%	7.10%	2.86%	1.07%	1.72%	1.89%	26.65%	3.29%	1.16%	4.31%	N/A	

----- Forwarded by Susan Moore/COC on 06/24/2009 03:37 PM -----



Carl Putnam
<cp2devil@yahoo.com>
06/23/2009 03:45 PM

To Mayor&Council@chandleraz.gov
cc
Subject Recent council votes

Dear Mayor Dunn & City Council members,

Several weeks ago I went to compose and e-mail to the council on the proposed narrowing of Arizona Avenue. I then read that the plan had been smartly shelved. I decided there was no need to contact the council as I assumed the proposal was done. Then this afternoon I read online that a version of the original proposal was passed last evening. The council apparently seems to believe if they just waste enough money downtown people will come? A bloated city hall and now this. For years I avoided downtown due to all the road construction on Arizona Avenue. This included the widening of the road. Now, just when things have returned to normal you want to create a traffic nightmare again to narrow lanes.

The reason many people don't go downtown is because it still needs further redevelopment. No amount of lanes or sidewalks will take the place of a cohesive downtown. This won't happen overnight and band aid solutions, most of whom don't work will change that. The city of Phoenix has tried all kinds of gimmicks including all sorts of traffic control changes for years to no avail. Give people a true reason to come to an area and then they will come. Redevelopment takes years and can't be moved along quicker by traffic control measures.

Taxpayer money wasted is not taken lightly by me nor your other constituents. The water rate change that favors folks who aren't conserving water first and now this in the span of a week. Decisions like these will not be forgotten by voters like myself come 2011 & 2013.

Thank your for your time.

Sincerely,

Carl Putnam
808 S. Jesse St.
Chandler, AZ 85225

----- Forwarded by Susan Moore/COC on 06/24/2009 03:37 PM -----



msmasz@aol.com
06/23/2009 06:33 PM

To Mayor&Council@chandleraz.gov
cc Edythe.Jensen@pni.com



Subject Arizona Ave

It would be wrong, wrong, wrong to narrow Arizona Avenue. If you think this will make me shop there you are not thinking correctly. It will only irritate the hell out of me and I would simply detour around to get passed this bottle neck in the road.

Barbara Masztakowski
480-961-0056

An Excellent Credit Score is 750. [See Yours in Just 2 Easy Steps!](#)

----- Forwarded by Susan Moore/COC on 06/24/2009 03:37 PM -----



"Walt Wright"
<wswright@cox.net>
06/23/2009 07:45 PM

To <Mayor&Council@chandleraz.gov>
cc

Subject Street Narrowing

Well done Council! Stuck it to us again! What the heck... \$75 million here, \$10 million there... it's just taxes. How about renegotiating some of the tax give aways you gave some of the big boxes and the auto dealers? Why should the citizens pay taxes for the big box stores? Come on election time!

Regards
Walt Wright
Chandler, AZ

----- Forwarded by Susan Moore/COC on 06/24/2009 03:37 PM -----

Susan Moore/COC
06/24/2009 08:45 AM

To mayorAndcouncil
cc
Subject

The Mayor & Council received the following phone message:

Jim Annis, Motorist Assist Volunteer for the Chandler Police Department called to express his disappointment regarding the proposal to narrow Arizona Avenue. He said he frequently drives this area during his volunteer shift and he does not think this is a good idea. Mr. Annis also mentioned he believes many police officers will be opposed to this project as well. Additionally, he is concerned about the \$9.3 million that this will cost. He said the City doesn't have the money, nor do the taxpayers.

Mr. Annis would like a phone call back from the Mayor & Council to discuss further. His phone number is: 480-895-5965.

Thank you!

Susan Moore

City of Chandler
Office of the Mayor & Council
MS 603
PO Box 4008
Chandler, AZ 85244-4008
480-782-2242

 **Think Green ... Use less paper.** 

----- Forwarded by Susan Moore/COC on 06/24/2009 03:37 PM -----

Susan Moore/COC
06/24/2009 09:25 AM

To mayorAndcouncil
cc
Subject Fw: City_Council

----- Forwarded by Susan Moore/COC on 06/24/2009 09:25 AM -----



<**Service_Request@chandler
az.gov**>
06/23/2009 04:29 PM

To <service@chandleraz.gov>
cc
Subject City_Council

Date/Time is Tuesday, June 23, 2009, 4:29:23 PM

Comments = Wow, so the people who live in Chandler hear how hard up the city government is and now the council has voted to narrow Arizona Avenue? I know Bob Caccamo, Trinity Donovan, and Rick Heumann and Boyd Dunn will not have my votes next election. I know folks who don't want to go to downtown now and they sure won't want to when it's harder to get there. Clear out the illegals from Arizona Avenue and then you'll attract more people. Lots of folks don't want to go down there now because they're afraid their cars will be broken into

Message_Type = Problem_Complaint

Topic = City_Council

Other_Topic = AZ Avenue

Location_of_Problem =

Full_Name = Lori Ulmer

Address = 1132 W Bluebird Dr

City = Chandler

State = AZ

Zip_Code2 = 85286

Daytime_Contact_Phone = 480/821-4729

email =

Fax =

Contact_Method = No response

----- Forwarded by Susan Moore/COC on 06/24/2009 03:37 PM -----



Ralph Pederson
<ralphpederson4change@g
mail.com>

06/24/2009 12:47 PM

To boyd.dunn@chandleraz.gov, bob.caccamo@chandleraz.gov,
trinity.donovan@chandleraz.gov,
rick.heumann@chandleraz.gov,
matt.orlando@chandleraz.gov, jack.sellers@chandleraz.gov,
jeff.weninger@chandleraz.gov

cc

Subject What happened?

Mayor and Council, what happened? Who stole the common sense? Who's lining the pockets here? How can the council support the plan to narrow HWY 87 down to two lanes downtown for a whopping 9.3 million bucks? I must have missed the update, because the last I heard, the PRESIDENT said we were in a recession! This is being done in order to bring about a more pedestrian and bicyclist friendly area. I know people move here in part for the year round sunshine, but I can't picture many citizens going on a leisurely stroll to window shop in a 110 degree heat. As a result I feel bad for the business owners who are going to suffer first from the effects of nine months of construction and then from the continuing traffic stand stills, which will only encourage people to bypass the very EXPENSIVE downtown. Something is wrong here.

I don't know whether to have your IQ's tested or your bank accounts audited.

Hope you enjoy the three miles of traffic trying to get to your council meetings on time :)

Sincerely,
Ralph Pederson

----- Forwarded by Susan Moore/COC on 06/24/2009 03:37 PM -----

Susan Moore/COC
06/24/2009 01:23 PM

To mayorAndcouncil
cc
Subject Fw: City_Council

----- Forwarded by Susan Moore/COC on 06/24/2009 01:22 PM -----



<carlkatyc@usa.net>
06/24/2009 11:10 AM

To <service@chandleraz.gov>
cc
Subject City_Council



Date/Time is Wednesday, June 24, 2009, 11:10:40 AM

Comments = This message is to all council members. I understand you went through the back door and approved the strangulation of Arizona Ave through the square. This issue is too large to be decided by a handful, this should be put to a vote of the residents. I also wonder how much input you allowed, or sought, from the businesses in the square that will be placed in jeopardy, and probably put out of business. The resulting drastic reduction in people trying to access downtown (or even driving through), will also mean that the new city hall will be little used and visited. Is this what you had in mind? Wouldn't want the pesky general public messing up the pretty new building and wasting the time of employees by seeking much needed information. What has been done can be un-done. I urge you to put this on a back burner until this can be rationally considered and public input obtained.

Message_Type =

Topic = City_Council

Other_Topic = Downtown redevelopment

Location_of_Problem = Downtown Chandler

Full_Name = CARL R. CUNNINGHAM

Address = 4145 S. Roger Way

City = Chandler

State = AZ

Zip_Code2 = 85249

Daytime_Contact_Phone = 602-999-5323

email = carlkatyc@usa.net

Fax =

Contact_Method = Email

----- Forwarded by Susan Moore/COC on 06/24/2009 03:37 PM -----

Susan Moore/COC

06/24/2009 02:05 PM

To mayorAndcouncil

cc

Subject Fw: City_Council

----- Forwarded by Susan Moore/COC on 06/24/2009 02:05 PM -----



<dvanmeter@cox.net>

06/24/2009 07:15 AM

To <service@chandleraz.gov>

cc

Subject City_Council

Date/Time is Wednesday, June 24, 2009, 7:15:07 AM

Comments = I love living in Chandler, but your decision to narrow Arizona Ave. is beyond belief. I will be avoiding AZ Ave. like the plague during construction and forever after. I can live with the 35 mph through town, but clogged traffic on a narrowed road - NO. Sorry everybody, I will eat and shop at the Chandler Mall, Crossroads Towne Center, and in Gilbert at San Tan. I live at Riggs & Gilbert. Thank you for widening Riggs. Now, if you would spend the "narrowing project money" to provide those of us in the SE part of the city with something other than farm roads to go north so we can access Crossroads Towne Center and the 202 we would really appreciate it. PLEASE RETHINK YOUR DECISION. ARE WE TURNING INTO MESA WITH REALLY UNWORKABLE AND INEFFECTIVE PLANS FOR OUR DOWNTOWN?

Message_Type = Problem_Complaint

Topic = City_Council

Other_Topic = enter other topic

Location_of_Problem =

Full_Name = Janet Van Meter

Address = 3883 E. Westchester Dr.

City = Chandler

State = AZ

Zip_Code2 = 85249

Daytime_Contact_Phone = 480-396-3950

email = dvanmeter@cox.net

Fax =

Contact_Method = Phone

----- Forwarded by Susan Moore/COC on 06/24/2009 03:37 PM -----



"Joseph Troutwine"

<josephtroutwine@cox.net>

06/24/2009 02:05 PM

To <Mayor&Council@chandleraz.gov>

cc

Subject raizona Ave. Narrowing

Dear Mayor Boyd and Council,

I am a resident of Chandler located in the Country Side Estates subdivision which is on the northeast corner of Chandler Heights Blvd. and Cooper Road. I would like to submit my opposition to the proposed appropriation to narrow Arizona Ave. in downtown Chandler at a projected cost of \$9 million dollars. My opposition to this is based on a number of issues. My primary concern is the condition of the roads in the southern area of Chandler being neglected for a project that is unnecessary especially in the current economic climate and strongly opposed by the local merchants in that area. Our subdivision paid our impact fees for road improvements in our area approx. in 2002 and were put on the future projects list for upgrades in 2011. Recently this has been pushed out further to no earlier than 2020, almost 20 years from the time we paid our fees. We do not have sidewalks for our children to walk on while going to the local school because we are told there are not funds to do an upgrade but constantly here the need to

undo a downtown project completed only seven years ago. This does not sound like a fair or prudent use of our tax dollars and I sincerely hope the Arizona project is tabled until other much needier areas are addressed. Thank you.

Joseph T. Troutwine
2121 East Horseshoe Place
Chandler , AZ 85249