

PROFESSIONAL SERVICES AGREEMENT
WITH COM SENSE, INC.
TO CONDUCT ENVIRONMENTAL REVIEWS

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Com Sense, Inc., an Arizona corporation, authorized to conduct business in the State of Arizona, ("Consultant") as of the 23 day of June, 2015 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds Project (the "Project") that is more fully set forth in the Scope of Work ("Scope") attached as **Exhibit A**;
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached Scope of Work;
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
 - (2) The City must approve the designated Project Manager.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
 - c. Discharge, Reassign, Replacement.
 - (1) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.
 - (2) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of

competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

- d. Subcontractors. Consultant shall not engage any subcontractor for the work or services to be performed under this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Consultant's Work.**

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

- a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

3.4 City Non-Discrimination Policy. Contractor must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.5 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Consultant will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.6 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings,

specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

- (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
- (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. Compensation for the Project.

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed **\$9,590.00** as specifically detailed in **Exhibit B** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
- a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are contemplated in **Exhibit B**, but outside the Scope of Work contained in **Exhibit A**, may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:
- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
 - b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
 - c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Consultant and its Subconsultants; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.
- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.** For the duration of the term of this Agreement, Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Contractor, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of **\$1,000,000** for each claim and a **\$1,000,000** annual aggregate limit.
- d. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Contractor or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. For any claims related to this Project, the **Contractor's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Contractor has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.4 **Waiver of Subrogation.** **Contractor hereby agrees to waive its rights of subrogation which any insurer may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agent(s) and subcontractor(s).

8.5 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Contractor's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Contractor's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Contractor to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.6 Subcontractors. Contractor shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.7 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Contractor, the Project or the insurer.

9. Immigration Law Compliance.

9.1 Consultant, and on behalf of any Subconsultant, warrants to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

9.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or employee who performs work under this Agreement to ensure that the Consultant, Subconsultant, or any employee, is compliant with the warranty under this section.

9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

9.6 Consultant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

- 10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

- a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

Mark Appleby
Com Sense, Inc.
3863 E. Forge Avenue
Mesa, Arizona 85206

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Robert Essel
Community Revitalization Department
City of Glendale
5850 West Glendale Avenue, Suite 107
Glendale, AZ 85301

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

- d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. **Entire Agreement; Survival; Counterparts; Signatures.**

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response, or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. **Term.** The term of this Agreement commences upon the effective date and continues for one year. There are no renewals of this Agreement.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with **Exhibit C**. The final determination will be made by the City.

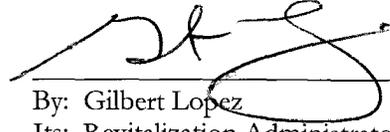
15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A Scope of Work
Exhibit B Compensation
Exhibit C Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation



By: Gilbert Lopez
Its: Revitalization Administrator

ATTEST:


Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

Com Sense, Inc.,
an Arizona corporation



By: Mark Appleby
Its: President

EXHIBIT A
SCOPE OF WORK

See Attached applicable portion of the Consultant's RFP response and proposal.

M.C. Appleby, C.E.I #13227
3863 East Forge Avenue
Mesa, Arizona 85206



Voice 480/649-8080
FAX 480/649-8864
Appleman@Azcis.com

<http://www.azcsi.com>

Date: April 29, 2015

Robert Essel, Community Revitalization
City of Glendale
6829 N. 58th Drive, Suite 104
Glendale, Arizona 85301

RE: Quotation to Complete Environmental Review Records for 2015-2016 HUD Funded
Projects

Dear Mr. Essel:

Thank you for contacting me about the environmental review needs for the City of Glendale federal programs undertakings. I am quoting for completion of clearances under §24 CFR Part 58 as prescribed by HUD. For the purpose of this proposal the reviews are broken down into activity categories as follows with individual pricing by group and a summary total at the end.

City of Glendale Neighborhood Partnerships - Physical Improvements - Environmental Assessment and FONSI publication.

The project of City of Glendale Neighborhood Partnerships, Physical Improvements projects will require an Environmental Assessment (EA) and publication of a Finding of No Significant Impact (FONSI). It will also require submission of the Request for Release of Funds once the publication period is complete.

Two projects require a full EA:

1. COG- Parks and Recreation and Library Services - ADA Modification; and,
2. COG - Public Works Department/Street Maintenance Division - ADA Ramp Improvements to Sidewalks

Publication of an Finding of No Significant Impact: \$390 (includes publication, tracking of timing, documents completion for the Request for Release of funds and all original clippings and affidavits) NOTE: We will publish both reviews in one publication so this is a single cost.

Full Environmental Assessment: \$910 each site two individual projects with individual reviews at independent locations.

TOTAL Cost Not to Exceed: \$2,210

CDBG - AREA Clearance with Publication - no site specific identification for Facility or Residential Rehabilitation*

Important clarifications have been verified with Zach Carter at HUD San Francisco concerning a cost and time savings we can attain by an area clearance that covers the full 5 year consolidated plan period. This is a clearance known as a Tier I review and then as individual sites are identified an APPENDIX A and is required to be completed before any work is started. This proposal does not include completion of the Appendix "A".

Glendale programs that will qualify for this approach of a 5 year long term clearance:

1. COG - Community Revitalization Division (Residential Rehabilitation Program, Delivery cost, Roof, Repair/Replacement Program, Exterior Rehabilitation Program, Lead-Based Paint Hazard Program, Temporary Relocation Program);
2. Habitat for Humanity Central - Arizona - Glendale's Emergency Home Repair Program;
3. COG-Community Housing Division - - ADA Accessibility

* Two notes, the HOME Rehabilitation activity will also be able to be conducted with this 5 year clearance, but is an independent action and formatted for review and sign-off with publication for Maricopa County, so is included in a separate section. Second, this does not include two related projects: COG -Voluntary Demolition Low- Mod and COG -Voluntary Spot Slum/Blight. These projects must complete a statutory worksheet as the location is identified and are not included as part of this quote.

Publication of an Finding of No Significant Impact: \$390(includes publication, tracking of timing, documents completion for the Request for Release of funds and all original clippings and affidavits)
NOTE: We will publish all 3 reviews in one publication so this is a single cost.

Full Environmental Assessment: All would be City-wide and many elements of these reviews are similar but still must be an individual environmental assessment. The end result will be 3 very specific reviews but with similar data sets. Completion of full review for all 3 is \$1,800 and will provide clearance for a 5 year period.

TOTAL Cost Not to Exceed: \$2,190

HOME - COG - Housing Rehab Activities

Important clarifications have been verified with Zach Carter at HUD San Francisco concerning a cost and time savings we can attain by an area clearance that covers the full 5 year consolidated plan period. This is a clearance known as a Tier I review and then as individual sites are identified an APPENDIX A and is required to be completed before any work is started. This proposal does not include completion of the Appendix "A".

The Glendale Housing Rehabilitation program will qualify for this approach of a 5 year long term clearance:

Publication of an Finding of No Significant Impact: \$390 (includes publication, tracking of timing, documents completion for the Request for Release of funds and all original clippings and affidavits)

Full Environmental Assessment: This is a City-wide review and specific to Maricopa County acceptance and records including the publication for their release of funds. The end result will be a very specific review but we can use data sets from other program reviews which do reduce the time and cost. Completion of full review for \$1,500 and will provide clearance for a 5 year period.

TOTAL Cost Not to Exceed: \$1,890

Related HOME funded Project - Habitat for Humanity - New Construction Housing Program

To be clear, this project does not qualify for a 5 year area clearance. Each review of the site specific address would require environmental assessment on the Statutory Worksheet. In the typical case the worksheet would reveal the project is cleared and would not require publication. As an option if provided the address location we would complete all required clearance documentation for \$525 per site. If conditions required publication those costs would be about the same as the other publications of \$390 and include all necessary documents for the County to make a release of funds. This would be an "on call" service as individual sites were identified. Multiple sites identified at one time would reduce the cost of review by \$125 per site. So based on the three projects projected in the annual action plan, one site would be \$525, two sites at one time would be \$925 and three sites at one time would be \$1,325.

Public Facility Improvements - Statutory Worksheet anticipated to be cleared without a requirement for publication

As needed and approved in the Annual Action Plan these are broad area improvements for public facilities including:

1. Central Arizona Shelter Services (CASS) - Vista Colina Family Shelter Physical Improvements;

2. Central Arizona Shelter Services (CASS) - Single Adult Shelter Physical Improvements;
3. Glendale Women's Club - Clubhouse Stabilization and Restoration Project;
4. COG-Code Compliance Department - Aquatics Center ADA Compliance and Visual Improvements; and,
5. ValleyLife Inc. - Renovations to Special Needs Group Home Facilities

Full Source Documented Statutory Worksheet: This is a site specific review and most likely eligible for a local release of funds immediately on assessment completion. The end result will be 5 individual reviews at each location with individual review elements. Reviews are \$325 per site and provide clearance for the 15-16 annual action plan period.

TOTAL Cost Not to Exceed: \$1,625

These reviews presume repair, improvement or reconstruction when the facilities and improvements are already in place and will be retained in the same use without change in size or capacity of more than 20%. Each will be assessed with a Level of Environmental Review Determination and each will have a Statutory Worksheet completed with full source documentation. No publications are required

PUBLIC SERVICE AND/OR SERVICE DIRECT ASSISTANCE ACTIVITIES -

These reviews are individually cleared using the HUD format LERD and completion of a local assessment memo that overviews the service description with citations for clearance as well as the undertaking. These projects include:

1. COG-Community Action Program (CAP) - Eviction Prevention (Rent Assistance);
2. Society of St. Vincent de Paul, OLPH - Keeping Families Together Program;
3. Arizona YWCA Metropolitan Phoenix - YWCA Congregate Meals;
4. Heart for the City - At Risk Youth Community Center/Community Garden Program*;
5. Arizona YWCA Metropolitan Phoenix- Home Delivered Meal Program (Meals on Wheels);
6. Community Legal Services - Fair Housing;
7. Hope for Hunger - 2015 Hunger Fighter's;
8. A New Leaf- Faith House Emergency Shelter Operations;
9. Central Arizona Shelter Services (CASS)- Emergency Shelter for Homeless Single Adults;

10. Streetlight USA - Shelter Operating Costs - Utilities;
11. UMOM New Day Centers, Inc.- Emergency Shelter for Families - Glendale;
12. A New Leaf - Rapid Re-Housing;
13. Central Arizona Shelter Services (CASS) - Rapid Re-Housing; and,
14. All Grand Administration Activities (EX. COG Grant Administration, HOME Grant Administration and project specific administration allocations for Rehabilitation and Public Facility Improvement)

Full Source Documented LERD and local funding allocation citations with primary clearance citations to demonstrate a Categorically Excluded activity eligible for a local release of funds immediately on assessment completion. The end result will be 14 individual reviews with individual review elements based on the project description. Reviews are \$25 per project and provide clearance for the 15-16 annual action plan period.

TOTAL Cost Not to Exceed: \$350

* This is an exception for a potential of this undertaking to involve ground disturbing activities. If that occurs, a Statutory Worksheet would be required and this project would take longer for clearance. There would be no change in the cost factor, the Statutory Worksheet would be accomplished for the quoted \$25 for this project.

COST SUMMARY

City of Glendale Neighborhood Partnerships - Physical Improvements - Environmental Assessment and FONSI publication. TOTAL Cost Not to Exceed: \$2,210

CDBG - AREA Clearance with Publication - no site specific identification for Facility or Residential Rehabilitation. TOTAL Cost Not to Exceed: \$2,190

HOME - COG - Housing Rehab Activities

Glendale Housing Rehabilitation TOTAL Cost Not to Exceed: \$1,890

Habitat for Humanity - New Construction Housing Program

This would be an "on call" service as individual sites were identified. Multiple sites identified at one time would reduce the cost of review by \$125 per site. So based on the three projects projected in the annual action plan, one site would be \$525, two sites at one time would be \$925 and three sites at one time would be \$1,325.

Public Facility Improvements - Statutory Worksheet anticipated to be cleared without a requirement for publication. TOTAL Cost Not to Exceed: \$1,625

Public Service And/or Service Direct Assistance Activities. TOTAL Cost Not to Exceed: \$350

This is subject to change and modification as the Annual Action Plan is modified.

Those elements that require a publication should expect to have all materials ready for publication about 55 days after authorization to start work.

COST SUMMARY:

City of Glendale Neighborhood Partnerships - Physical Improvements - Environmental Assessment and FONSI publication. TOTAL Cost Not to Exceed: \$2,210

CDBG - AREA Clearance with Publication - no site specific identification for Facility or Residential Rehabilitation TOTAL Cost Not to Exceed: \$2,190

HOME - COG - Housing Rehab Activities TOTAL Cost Not to Exceed: \$1,890

Public Facility Improvements - Statutory Worksheet anticipated to be cleared without a requirement for publication TOTAL Cost Not to Exceed: \$1,625

Related HOME funded Project - Habitat for Humanity - New Construction Housing Program . Each review of the site specific address would require environmental assessment on the Statutory Worksheet. In the typical case the worksheet would reveal the project is cleared and would not require publication. As an option if provided the address location we would complete all required clearance documentation for \$525 per site. If conditions required publication those costs would be about the same as the other publications of \$390 and include all necessary documents for the County to make a release of funds. This would be an "on call" service as individual sites were identified. Multiple sites identified at one time would reduce the cost of review by \$125 per site. So based on the three projects projected in the annual action plan, one site would be \$525, two sites at one time would be \$925 and three sites at one time would be \$1,325. Assuming a Minimum of 3 Sites TOTAL Cost Not to Exceed: \$1,325

PUBLIC SERVICE AND/OR SERVICE DIRECT ASSISTANCE ACTIVITIES - TOTAL Cost Not to Exceed: \$350

TOTAL OF ALL PROJECTS FOR REVIEW NOT TO EXCEED: \$9,590.00

PROVISION 1 - All file materials will be provided in individual files for City of Glendale. Electronic copies of all materials is available to the City as needed. Our office keeps all records a minimum of 6 years after completion.

PROVISION 2 - Additional services (IE especially SHPO required cultural resources survey..) if authorized, will be billed upon completion of the individual activity (see provision 3). We are anticipating that we will process through the City Preservation Officer all clearances and would provide material to your office to be forwarded to that department for the needed review return.

PROVISION 3 - This proposal will undertake and complete the environmental review records as described, however; if agencies (IE. SHPO, EPA...) responding to the review suggest or require that some special analysis beyond the scope outlined here, are required (photometric survey, cultural resources survey, deep soil studies...); these are not covered by the quotation. All additional review services are available at the hourly rate of \$55/hour plus actual material and test costs from Com Sense, INC. Before proceeding with any additional undertaking we will secure a work authorization from the client. In most cases Com Sense, INC. will provide the client with an assessment needs statement and quote covering the environmental impacts that were discovered during the review.

PROVISION 4 - This proposal is inclusive of all charges for mileage, postage, materials and other real expenses relative to completion of the described §24 CFR Part 58 environmental review at the specified projects. Additions to the scope of work undertaken in Provision 3 may include other charges as incurred. All "real costs" to the project are backed up by invoice for verification.

PROVISION 5 - Invoicing may be made upon logical completion of environmental review components. These components are defined as follows - Completion of all reviews and publication for the Exempt and Excluded Public Service, CDBG Rehabilitation and Administrative activities. Completion including publication of each of HOME funded projects - and/or Completion of publication for CDBG funded Housing Rehabilitation Program. This project would not be anticipated to require more than 3 invoices before a final submission was made for completion.

EXHIBIT B
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Consultant will submit no more than three (3) invoices before making a final submission for payment for the completion of the Environmental Review of Records ("ER") components described as follows:

1. Completion of all reviews and publications for the exempt and Excluded Public Services, CDBG Rehabilitations and Administrative Activities;
2. Completion of all reviews and publications for the HOME funded projects; and
3. Completion of all reviews and publications for the area-wide assessments for ABIL, Habitat for Humanity and City of Glendale Rehabilitation programs.

NOT-TO-EXCEED AMOUNT

The total amount of compensation to be paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed **\$9,590.00**.

DETAILED PROJECT COMPENSATION

Consultant will perform the following services and be paid the amounts agreed, as provided in the Scope of Work, Exhibit A:

1. A total amount not-to-exceed **\$2,210.00** to perform full Environmental Assessments and a publication of a Finding of No Significant Impact (if that is the finding of the EA) for the City's Parks and Recreation and Library Services Department's ADA Modification and the Public Works Department Street Maintenance Division's ADA Ramp Improvements to Sidewalks;
2. A total amount not-to-exceed **\$2,190.00** to perform a Tier I review and area-wide clearance (and publication of same) for: (a) the City's Community Revitalization Division (Residential Rehabilitation Program, Delivery cost, Roof Repair/Replacement Program, Exterior Rehabilitation Program, Lead-Based Paint Hazard Program, and Temporary Relocation Program); (b) Habitat for Humanity Central Arizona's Glendale Emergency Home Repair Program; and (c) the City's Community Housing Division's ADA Accessibility program;
3. A total amount not-to-exceed **\$1,890.00** to perform a Tier I review and area-wide clearance (and publication of same) for the City's Community Revitalization Division Housing Rehabilitation Activities;
4. A total amount not-to-exceed **\$1,325.00** to perform full Environmental Assessments and a publication of a Finding of No Significant Impact (if that is the finding of the EA) for Habitat for Humanity's New Construction Housing Program;
5. A total amount not-to-exceed **\$1,625.00** to perform site specific reviews and clearances without publication for the following properties: (a) Central Arizona Shelter Services – Vista Colina Family Shelter Physical Improvements; (b) Central Arizona Shelter Services – Single Adult Shelter Physical Improvements; (c) Glendale's Women's Club – Clubhouse Stabilization and Restoration Project; (d) City Code Compliance Department – Aquatics Center ADA compliance and Visual Improvements; and (e) Valley Life Inc. – Renovations to Special Needs Group Home Facilities; and
6. A total amount not-to-exceed **\$350.00** to complete a local assessment memorandum that service description, funding allocation and primary clearance citations for 14 local projects.

EXHIBIT C
Professional Services Agreement

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
- a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
- a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Consultant must continue to perform and maintain progress of required Services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.

4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

Search Date and Time:
5/28/2015 4:30:23 PM

File Number:
08148945

Corporation Name:
COM SENSE, INC.

Annual Report Email Reminders
eFile Annual Report
Print Annual Report Form

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Corporate Inquiry ▲		
File Number	Corporation Name	Check Corporate Status
08148945	COM SENSE, INC.	<input type="button" value="Check Corporate Status"/>
Domestic Address ▲		
% MARK C APPLEBY 3863 E. FORGE AVE MESA, AZ 85206		
Statutory Agent Information ▲		
Agent Name: MARK C APPLEBY		
Agent Mailing/Physical Address: 3863 E. FORGE AVE. MESA, AZ 85206		
Agent Status: APPOINTED 07/28/1997		
Additional Entity Information ▲		
Entity Type: BUSINESS	Business Type: GENERAL CONSULTING	
Incorporation Date: 7/28/1997	Corporation Life Period: PERPETUAL	
Domicile: ARIZONA	County: MARICOPA	
Approval Date: 7/28/1997	Original Publish Date: 9/15/1997	

Officer Information ▲

Name	Title	Address	Date of Taking Office	Last Updated
MARK C APPLEBY	PRESIDENT/CEO	3863 E. FORGE AVE. MESA, AZ 85206	08/01/1997	07/30/2014
SARITA J APPLEBY	SECRETARY	3863 E. FORGE AVE. MESA, AZ 85206	08/01/1997	07/30/2014
SARITA J APPLEBY	TREASURER	3863 E. FORGE AVE. MESA, AZ 85206	08/01/1997	07/30/2014

Director Information ▲

Name	Title	Address	Date of Taking Office	Last Updated
MARK C APPLEBY	DIRECTOR	3863 E. FORGE AVE. MESA, AZ 85206	08/01/1997	07/30/2014
SARITA J APPLEBY	DIRECTOR	3863 E. FORGE AVE. MESA, AZ 85206	08/01/1997	07/30/2014

Annual Reports ▲

Next Annual Report Due: 7/28/2015

File Year	File Month	Date Received	Reason Returned	Date Returned	Extension
2014	7	7/13/2014			
2013	7	7/12/2013			
2012	7	7/24/2012			
2011	7	7/29/2011			
2010	7	7/14/2010			
2009	7	7/6/2009			
2008	7	7/22/2008			
2007	7	7/18/2007			
2006	7	6/27/2006			
2005	7	7/6/2005			
2004	7	6/8/2004			
2003	7	5/28/2003			
2002	7	6/11/2002			
2001	7	6/29/2001			
2000	7	7/18/2000			
1999	7	7/28/1999			
1998	7	5/19/1998			

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Scanned Documents

Click on a gold button below to view a document. If the button is gray, the document is not yet available. Please check back again later.

Document Number	Description	Date Received
04745211	14 ANNUAL REPORT	7/13/2014
04357600	13 ANNUAL REPORT	7/12/2013
03976617	12 ANNUAL REPORT	7/24/2012
03569724	11 ANNUAL REPORT	7/26/2011
03200940	10 ANNUAL REPORT	7/14/2010
02847582	09 ANNUAL REPORT	7/6/2009
02502231	08 ANNUAL REPORT	7/22/2008
02091376	07 ANNUAL REPORT	7/18/2007
01656550	06 ANNUAL REPORT	6/27/2006
01262668	05 ANNUAL REPORT	7/6/2005
00952517	04 ANNUAL REPORT	6/8/2004
00713939	03 ANNUAL REPORT	5/28/2003
00510359	02 ANNUAL REPORT	6/11/2002
00330722	01 ANNUAL REPORT	6/29/2001
00178689	00 ANNUAL REPORT	7/18/2000
00038249	99 ANNUAL REPORT	7/28/1999
- 00223109	98 ANNUAL REPORT	5/19/1998

Microfilm

Location	Entered	Description
11148006023	7/28/1997	ARTICLES
11187011039	8/25/1997	AMENDED CERT OF DISCLOSURE/FILM ONLY
20211014043	9/15/1997	PUB OF ARTICLES
31763003137	5/19/1998	98 ANNUAL REPORT
31501002541	9/1/1998	98 ANNUAL REPORT
31547001480	7/28/1999	99 ANNUAL REPORT

Location	Entered	Description
31585001690	7/18/2000	00 ANNUAL REPORT
31624002335	6/29/2001	01 ANNUAL REPORT
31670002597	6/11/2002	02 ANNUAL REPORT
31728002678	5/28/2003	03 ANNUAL REPORT
31811000846	6/8/2004	04 ANNUAL REPORT
31913001991	7/6/2005	05 ANNUAL REPORT
31990003090	6/27/2006	06 ANNUAL REPORT
32073000930	7/18/2007	07 ANNUAL REPORT
32153002662	7/22/2008	08 ANNUAL REPORT
32272073024	7/6/2009	09 ANNUAL REPORT
32390064022	7/14/2010	10 ANNUAL REPORT

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Search Time:
5/28/2015 4:30:45 PM

File Number:
08148945

Corporation Name:
COM SENSE, INC.

Corporate Status Inquiry

This Corporation is in Good Standing

This information is provided as a courtesy and does not constitute legally binding information regarding the status of the entity listed above. To obtain an official Certificate indicating that the entity is in good standing click on [Print Certificate](#) and follow printing instructions. To reprint a previously generated Certificate of Good Standing click [Reprint Certificate](#).

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[Reprint Certificate \(/GoodStanding/Reprint?corpId=%2008148945\)](/GoodStanding/Reprint?corpId=%2008148945)

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M.C. Appleby, C.E.I #13227
3863 East Forge Avenue
Mesa, Arizona 85206



Voice 480/649-8080
FAX 480/649-8864
Appleman@Azcis.com

<http://www.azcsi.com>

Date: April 29, 2015

Robert Essel, Community Revitalization
City of Glendale
6829 N. 58th Drive, Suite 104
Glendale, Arizona 85301

RE: Quotation to Complete Environmental Review Records for 2015-2016 HUD Funded Projects

Dear Mr. Essel:

Thank you for contacting me about the environmental review needs for the City of Glendale federal programs undertakings. I am quoting for completion of clearances under §24 CFR Part 58 as prescribed by HUD. For the purpose of this proposal the reviews are broken down into activity categories as follows with individual pricing by group and a summary total at the end.

City of Glendale Neighborhood Partnerships - Physical Improvements - Environmental Assessment and FONSI publication.

The project of City of Glendale Neighborhood Partnerships, Physical Improvements projects will require an Environmental Assessment (EA) and publication of a Finding of No Significant Impact (FONSI). It will also require submission of the Request for Release of Funds once the publication period is complete.

Two projects require a full EA:

1. COG- Parks and Recreation and Library Services - ADA Modification; and,
2. COG - Public Works Department/Street Maintenance Division - ADA Ramp Improvements to Sidewalks

Publication of an Finding of No Significant Impact: \$390 (includes publication, tracking of timing, documents completion for the Request for Release of funds and all original clippings and affidavits) NOTE: We will publish both reviews in one publication so this is a single cost.

Full Environmental Assessment: \$910 each site two individual projects with individual reviews at independent locations.

TOTAL Cost Not to Exceed: \$2,210

CDBG - AREA Clearance with Publication - no site specific identification for Facility or Residential Rehabilitation*

Important clarifications have been verified with Zach Carter at HUD San Francisco concerning a cost and time savings we can attain by an area clearance that covers the full 5 year consolidated plan period. This is a clearance known as a Tier I review and then as individual sites are identified an APPENDIX A and is required to be completed before any work is started. This proposal does not include completion of the Appendix "A".

Glendale programs that will qualify for this approach of a 5 year long term clearance:

1. COG - Community Revitalization Division (Residential Rehabilitation Program, Delivery cost, Roof, Repair/Replacement Program, Exterior Rehabilitation Program, Lead-Based Paint Hazard Program, Temporary Relocation Program);
2. Habitat for Humanity Central - Arizona - Glendale's Emergency Home Repair Program;
3. COG-Community Housing Division - - ADA Accessibility

* Two notes, the HOME Rehabilitation activity will also be able to be conducted with this 5 year clearance, but is an independent action and formatted for review and sign-off with publication for Maricopa County, so is included in a separate section. Second, this does not include two related projects: COG -Voluntary Demolition Low- Mod and COG -Voluntary Spot Slum/Blight. These projects must complete a statutory worksheet as the location is identified and are not included as part of this quote.

Publication of an Finding of No Significant Impact: \$390 (includes publication, tracking of timing, documents completion for the Request for Release of funds and all original clippings and affidavits)

NOTE: We will
publish all 3 reviews
in one publication so
this is a single cost.

Full Environmental Assessment: All would be City-wide and many elements of these reviews are similar but still must be an individual environmental assessment. The end result will be 3 very specific reviews but with similar data sets. Completion of full review for all 3 is \$1,800 and will provide clearance for a 5 year period.

TOTAL Cost Not to Exceed: \$2,190

HOME - COG - Housing Rehab Activities

Important clarifications have been verified with Zach Carter at HUD San Francisco concerning a cost and time savings we can attain by an area clearance that covers the full 5 year consolidated plan period. This is a clearance known as a Tier I review and then as individual sites are identified an APPENDIX A and is required to be completed before any work is started. This proposal does not include completion of the Appendix "A".

The Glendale Housing Rehabilitation program will qualify for this approach of a 5 year long term clearance:

Publication of an Finding of No Significant Impact: \$390(includes publication, tracking of timing, documents completion for the Request for Release of funds and all original clippings and affidavits)

Full Environmental Assessment: This is a City-wide review and specific to Maricopa County acceptance and records including the publication for their release of funds. The end result will be a very specific review but we can use data sets from other program reviews which do reduce the time and cost. Completion of full review for \$1,500 and will provide clearance for a 5 year period.

TOTAL Cost Not to Exceed: \$1,890

Related HOME funded Project - Habitat for Humanity - New Construction Housing Program

To be clear, this project does not qualify for a 5 year area clearance. Each review of the site specific address would require environmental assessment on the Statutory Worksheet. In the typical case the worksheet would reveal the project is cleared and would not require publication. As an option if provided the address location we would complete all required clearance documentation for \$525 per site. If conditions required publication those costs would be about the same as the other publications of \$390 and include all necessary documents for the County to make a release of funds. This would be an "on call" service as individual sites were identified. Multiple sites identified at one time would reduce the cost of review by \$125 per site. So based on the three projects projected in the annual action plan, one site would be \$525, two sites at one time would be \$925 and three sites at one time would be \$1,325.

Public Facility Improvements - Statutory Worksheet anticipated to be cleared without a requirement for publication

As needed and approved in the Annual Action Plan these are broad area improvements for public facilities including:

1. Central Arizona Shelter Services (CASS) - Vista Colina Family Shelter Physical Improvements;

2. Central Arizona Shelter Services (CASS) - Single Adult Shelter Physical Improvements;
3. Glendale Women's Club - Clubhouse Stabilization and Restoration Project;
4. COG-Code Compliance Department - Aquatics Center ADA Compliance and Visual Improvements; and,
5. ValleyLife Inc. - Renovations to Special Needs Group Home Facilities

Full Source Documented Statutory Worksheet: This is a site specific review and most likely eligible for a local release of funds immediately on assessment completion. The end result will be 5 individual reviews at each location with individual review elements. Reviews are \$325 per site and provide clearance for the 15-16 annual action plan period.

TOTAL Cost Not to Exceed: \$1,625

These reviews presume repair, improvement or reconstruction when the facilities and improvements are already in place and will be retained in the same use without change in size or capacity of more than 20%. Each will be assessed with a Level of Environmental Review Determination and each will have a Statutory Worksheet completed with full source documentation. No publications are required

PUBLIC SERVICE AND/OR SERVICE DIRECT ASSISTANCE ACTIVITIES -

These reviews are individually cleared using the HUD format LERD and completion of a local assessment memo that overviews the service description with citations for clearance as well as the undertaking. These projects include:

1. COG-Community Action Program (CAP) - Eviction Prevention (Rent Assistance);
2. Society of St. Vincent de Paul, OLPH - Keeping Families Together Program;
3. Arizona YWCA Metropolitan Phoenix - YWCA Congregate Meals;
4. Heart for the City - At Risk Youth Community Center/Community Garden Program*;
5. Arizona YWCA Metropolitan Phoenix- Home Delivered Meal Program (Meals on Wheels);
6. Community Legal Services - Fair Housing;
7. Hope for Hunger - 2015 Hunger Fighter's;
8. A New Leaf- Faith House Emergency Shelter Operations;
9. Central Arizona Shelter Services (CASS)- Emergency Shelter for Homeless Single Adults;

10. Streetlight USA - Shelter Operating Costs - Utilities;
11. UMOM New Day Centers, Inc.- Emergency Shelter for Families - Glendale;
12. A New Leaf - Rapid Re-Housing;
13. Central Arizona Shelter Services (CASS) - Rapid Re-Housing; and,
14. All Grand Administration Activities (EX. COG Grant Administration, HOME Grant Administration and project specific administration allocations for Rehabilitation and Public Facility Improvement)

Full Source Documented LERD and local funding allocation citations with primary clearance citations to demonstrate a Categorically Excluded activity eligible for a local release of funds immediately on assessment completion. The end result will be 14 individual reviews with individual review elements based on the project description. Reviews are \$25 per project and provide clearance for the 15-16 annual action plan period.

TOTAL Cost Not to Exceed: \$350

* This is an exception for a potential of this undertaking to involve ground disturbing activities. If that occurs, a Statutory Worksheet would be required and this project would take longer for clearance. There would be no change in the cost factor, the Statutory Worksheet would be accomplished for the quoted \$25 for this project.

COST SUMMARY

City of Glendale Neighborhood Partnerships - Physical Improvements - Environmental Assessment and FONSI publication. TOTAL Cost Not to Exceed: \$2,210

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TOTAL OF ALL PROJECTS FOR REVIEW NOT TO EXCEED: \$9,590.00

PROVISION 1 - All file materials will be provided in individual files for City of Glendale. Electronic copies of all materials is available to the City as needed. Our office keeps all records a minimum of 6 years after completion.

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Additional Certifications

IMMIGRATION LAW COMPLIANCE

- A. Com Sense, Inc. and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. §41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. §23-214(A), which requires registration and participation with the E-Verify Program.
- B. Any breach of warranty under Subsection A above is considered a material breach of this contract and is subject to penalties up to and including termination of this contract.
- C. The City retains the legal right to inspect the papers of Com Sense, Inc. or subcontractor employee who performs work under this contract to ensure that the contractor or any subcontractor is compliant with the warranty under Subsection A above.
- D. The City may conduct random inspections, and upon request of the City, Com Sense, Inc. shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under Subsection A above. Com Sense, Inc. agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with the City in exercise of its statutory duties and not deny access to its businesses premises or applicable papers or records for the purposes of enforcement of this section .
- E. Com Sense, Inc. agrees to incorporate into any subcontracts under this contract the same obligations imposed upon contractor and expressly accrue those obligations directly to the benefit of the City. Com Sense, Inc. also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Contract the same obligations above and expressly accrue those obligations to the benefit of the City.
- F. Com Sense, Inc. warranty and obligations under this Section to the City is continuing throughout the term of this Contract or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- G. The “E-Verify Program” above means the employment verification program administered by the United State Department of Homeland Security, the Social Security Administration, or any successor program.

PROHIBITIONS

Com Sense, Inc. Certifies under A.R.S. §§35-391 *et seq* and 35-393 *et seq*, that it does not have, and during the term of this contract will not have “scrutinized” business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

Work Scope Expectations from this proposal:

All mailings, contacts and documents will be provided to the City and placed in individual project files. Modifications and adjustments to the material and information is always anticipated and will be made as soon as possible when needed. Electronic copies of all material will be maintained at my office for backup a minimum of 6 years. All coordinative site reviews, Maricopa County contacts and subrecipient reviews will be conducted as part of the completion of the environmental review process. Requests may be made infrequently for the City contact references especially preservation materials. Material may be requested to be reviewed by appropriate persons in the Community Revitalization Department as dictated by progress (or unexpected changes) in assessments being conducted.

Work Scope Exclusions from this proposal:

The second tier of reviews (IE Appendix “A”) are not included.

Timing and Order to Proceed

We are prepared to initiate the review within one working day of the receipt of a written notification to proceed or purchase order assignment.

The actual reviews and completion of the HUD environmental review will vary according to the element. Response from agencies such as SHPO, Tribes and ADEQ on the NSP reviews, can require longer periods, however we will prosecute them as quickly as possible.

I appreciate the opportunity to provide you with this HUD environmental review service quote. This quote is effective for 90 days from the date on the letter.

Respectfully,



Mark C. Appleby, C.E.I.
President

For your convenience you may wish to sign and fax this page for work to being. This proceed will assign the project to staff being used to complete the reviews.

Order to Proceed

Proceed with the Environmental Assessment for the FY 15-16 program year and 5 year clearances as described in your quotation of April 29, 2015 to conduct a §24 CFR Part 58 environmental as described.

Do not conduct assessments beyond the scope of the requirements unless authorised by change order.



Signed:

6.15.15
Date

Title:

Contact Phone:

Mailing Address:

Additional information requirements:

... **Any invoicing instructions**