

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF DENVER**, a public body corporate and politic under the laws of the State of Colorado (the “Grantee” or “Contractor”), whose address is 1035 Osage St., Denver, CO 80204, jointly “the Parties”.

WITNESSETH:

A. The Parties entered into that certain Agreement dated June 28, 2019 (the “Agreement”).

B. The Parties wish to amend the Agreement to extend the term, amend the scope of services, and as otherwise set forth herein.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. All references to "Exhibit A" shall be amended to read: "Exhibit A-1". Exhibit A of the Agreement is deleted and replaced by Exhibit A-1, scope of services and fee, attached to this Amendatory Agreement.

2. Section 2 of the Agreement, entitled “**TERM**”, is amended to read as follows:

“**2. TERM:** This Agreement shall begin on February 1, 2019, and end on March 31, 2021, unless such time is extended by written agreement of the parties, executed in the same manner as this Agreement. Notwithstanding expiration of the term of this Agreement, the parties expressly agree that the obligations described in Paragraph 10 shall survive expiration of this Agreement and bind the parties in accordance with Paragraph 10.

3. In Section 22 of the Agreement, the address for Notices to the Contractor is amended to read as follows:

“If to Contractor at:

“Housing Authority of the City and County of Denver
Chris Jedd, or successor
1035 Osage St.
Denver, Colorado, 80204

“With a copy of any such notice to:

“Housing Authority of the City and County of Denver
Attn: Joshua Crawley, or successor
1035 Osage St.
Denver, Colorado, 80204”

4. All references to “Office of Economic Development” in the Agreement shall be amended to read “Denver Economic Development & Opportunity”, and all references to “OED” shall be amended to read “DEDO”.

5. As herein amended, the Agreement is affirmed and ratified in each and every particular.

6. This Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.]**

Contract Control Number: OEDEV-202055397-01 [Alf. No. 201843292-01]
Contractor Name: The Housing Authority of the City and County of Denver

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

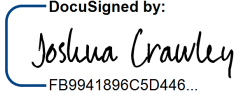
By:

By:

By:

Contract Control Number:
Contractor Name:

OEDEV-202055397-01 [Alf. No. 201843292-01]
The Housing Authority of the City and County of Denver

By:  _____
DocuSigned by:
Joshua Crawley
FB9941896C5D446...

Name: Joshua Crawley
(please print)

Title: Interim Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-1

AMENDED SCOPE OF SERVICES

**OFFICE OF ECONOMIC DEVELOPMENT
NEIGHBORHOOD EQUITY
2019 NEIGHBORHOOD FACILITIES & IMPROVEMENTS (CPS No. 17)
Housing Authority City and County of Denver
Grow Market**

Federal Award ID (FAIN) #: B-19-MC-08-0005
Federal Award Date: Anticipated June 2019
Federal Awarding Agency: U.S. Housing and Urban Development (HUD)
Pass-Through Entity: City and County of Denver
Awarding Official: Dept. of Housing and Urban Development (HUD)
 Community Planning and Development
 Region VIII
 1670 Broadway Street
 Denver CO 80202-4801

I. INTRODUCTION

Period of Performance Start and End Dates: ~~February 1, 2019 – August 31, 2020~~

AMENDED Period of Performance Start and End Dates: **February 1, 2019 – March 31, 2021**

Federal Project Description:

The purpose of this contract agreement is to provide a Community Development Block Grant for \$750,000 through the Office of Economic Development's Division of Neighborhood Equity. These funds will be provided to the **Housing Authority City and County of Denver** to be utilized to pay contractors, other consultants, development and construction of a food market, called the GROW Market, which will provide the benefits of a quick, accessible grocer and basic goods store, but will also focus on workforce training and development through DHA's Work Force Development and Community Initiatives Department within the Sun Valley Neighborhood.

Funding Source: CDBG
Amount: \$ 750,000
CFDA # and Name: 14.218

CDBG Matrix Code: 03

CDBG Eligible Activity: 24 CFR 570.201(c): *Public facilities and improvements.* Acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements, except as provided in §570.207(a), carried out by the recipient or other public or private nonprofit entities.

Accomplishment Type: 11 Public Facilities

Proposed Number of outcomes: 1

CDBG HUD National Objective: LMA – Low/Mod Area Benefit
 24 CFR 570.208 (a)(1) *Area benefit activities.* (i) An activity, the benefits of which are available to all the residents in a particular area, where at least 51 percent of the residents are low and moderate-income persons.

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Organization: Housing Authority of the City & County of Denver

EIN#: 84-6002414

DUNS#: 039141353

SAM (System for Award Management) Expiration Date: ~~12/30/2018~~
09/19/2020

Address: ~~777 Grant Street, Denver, CO 80203-3521~~
1035 Osage St., Denver, CO 80204

Contact Person: Chris Jedd

Phone: 720-932-3155

Email: cjedd@denverhousing.org

Organization Type:

Non-Profit For-Profit Individual Partnership Corporation Publicly Owned Other

CDBG Contractor Relationship:

Unit of Government Public Agency Sub-awardee/Subrecipient Vendor Beneficiary
 Community Based Development Organization (CBDO)

Council District(s): 3 Neighborhood(s): Sun Valley Census Block(s): 8
(only required for Low Mod Area)

Project/activity located in a Target Area: Yes No
If yes, indicate type: Local Target Area Strategy Area (NRSA) CDFI Other

The Federal Funding Accountability and Transparency Act (FFATA)

1. In the business or organization's preceding completed fiscal year, the business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) received: (1) 80 percent or more of annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements:
X Yes No

If YES, continue to statement 2.

2. The public has access to information about the compensation of the executives in the business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986:
X Yes No

If YES, stop here. If NO, continue to statement 3.

3. Provide the names and amounts of the five most highly compensated officers or executives:
Ismael Guerrero \$266,765.37, Ryan Tobin \$215,779.69, Christopher Parr \$212,159.96, Joshua Crawley \$207,215.65, Nichole Ford \$205,507.93

Program income (of any type, e.g., fees) will be generated by this activity. Yes No
Contract will be funding architectural, engineering or other project soft cost. Yes No
If yes, final project be completed within 24 months. Yes No
Purpose of this activity is to:
Help prevent homelessness Yes No
Help the homeless Yes No
Help those with HIV/AIDS Yes No

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Primarily help persons with disabilities

Yes

No

II. ACTIVITY DESCRIPTION

1. **Description of Activity:** The GROW Market will be located within first floor commercial space at Sun Valley’s Phase 2 affordable housing development. Phase 2, or Gateway, is located at the intersection of 10th Avenue and Decatur Street, the two main existing through streets in Sun Valley today. Decatur Street provides a direct connection to the light rail station to the north, and 10th Avenue will directly connect to the new riverfront park. The Phase 2 site is a highly visible corner and key gateway into Sun Valley. This phase will set the tone for future ground floor uses and activation of the neighborhood. Additionally, the high vehicular, bicycle and pedestrian traffic at this location will further support the Grow Market. In addition to selling fresh produce from the GROW Garden, the GROW Market will also mirror a convenient store by selling items such as additional groceries, grab and go foods, drinks, toiletries, and print media. Operating hours are anticipated to be 7:00 AM to 8:00 PM seven days per week. Furthermore the GROW Market will partner with DHA’s Section 3 department, DHA’s Resident Services Department, and YEA to offer robust workforce development and training opportunities as well as create employment opportunities within the GROW Market.

2. **Funds will be used to pay contractors, other consultants, development and construction of a food market for the Sun Valley Neighborhood.**

3. **Implementation Plan and Timeline**

The following table outlines the implementation plan and timelines for this contract.

Task	Projected Beginning & End Dates
Design & Permitting	2/1/2019 to 12/31/19
Foundations & Core (excavation, forms, rebar, concrete,	4/1/2019 to 8/1/2019
Slab on Grade – level 1 (rough in plumbing, rebar, concrete)	8/15/19 to 9/15/19
Core (masonry and concrete, stairs, etc.)	11/1/19 to 2/1/2020 3/31/2021
Shell (exterior framing, sheathing, rough ins)	1/1/2020 to 3/1/2020 3/31/2021
Tenant Improvements (framing, rough ins, dry wall, finishes)	4/1/2020 to 7/1/2020 3/31/2021
Certificate of Occupancy (Final Sign off by Building Inspector)	8/1/2020 3/31/2021

4. **Objective & Outcome and Indicators**

Objective

- Enhance Suitable Living Environment
- Create Decent Housing
- Promote Economic Activity

Outcomes

- Availability/Accessibility
- Affordability
- Sustainability

Indicators

The following indicators will be used to measure the success of the contract/activity.

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Indicators – must be measurable
HUD Indicators:
Money Leveraged \$512,642 Number of proposed outcomes 1 – Food Market Income Levels of people/family N/A Race and Ethnicity- N/A
Specific Indicators: Specific to this particular scope of work
Construction of a food market for the Sun Valley Neighborhood.

Housing and Neighborhood Development Outcomes (To be reported on the Outcome and Performance Measurement Report OPMR):
<ul style="list-style-type: none"> • Monthly Construction updates • Completion of a food market.

III. Budget

Please refer to the Cost Allocation Plan and budget narrative for a detailed estimated description and allocation of funds. Organization receives income from operations. Yes No If Yes, describe:
 Non-personnel costs are being funded. Yes No

IV. Reporting

Data collection is required and must be completed demonstrating income eligibility and progress toward meeting the indicators contained in this Scope of Services. Disbursement of funds is contingent based on the ability to collect the required information.

Regardless of when the executed contract was received by the Contractor, Contractor is responsible for submitting a report from the start date of the contract; **even if no activity was conducted or expensed. Contractor should report “No Activity” or outline those activities reimbursed with grant funds. If the Contractor completes the project and all money is drawn, a final report will be submitted indicating “final report” and no further reports are required.**

Contractor will email the following report to the Program Specialist, and copy the Contract Administrator:

- Outcome Performance Measurement Report
 Frequency:
 Monthly by the 15th day Quarterly: 15 days after the end of the quarter Other: _____
- Program Income Report
 Frequency:
 Monthly by the 15th day Quarterly: 15days after the end of the quarter

IDIS Coordinator will provide the format of the performance report to the Contractor. The information reported must include progress on the indicators included in this Scope of Services. The report includes current and cumulative (year-to-date) indicator information. Information on the overall progress of the program and/or project

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should be reported in the narrative section of the report. If the project is not being performed in a timely manner, an explanation must be included in the narrative section of the report.

Income and Demographic Reporting Requirements

For programs that must fulfill the limited clientele activities, income data must be collected to verify that at least 51 percent of program participants are low- or moderate-income persons. The income limitations are set by HUD annually and OED's Contracts & Performance Management (CPM) will provide the income limitations.

Select the method of income verification used to demonstrate income compliance:

Self-Certification Verification with supporting income documentation Census block verified

CPM has a form entitled "STATEMENT OF HOUSEHOLD INCOME/DEMOGRAPHICS" that may be used to collect income and demographic information. Contractor's intake form may be used if it collects the same information required in the "STATEMENT OF HOUSEHOLD INCOME/DEMOGRAPHICS" form, including signature of the client or applicant. This information must be retained and made available to CPM staff or designee when on-site file reviews are conducted to determine client eligibility.

Annual Verification

Upon completion of the project, the Contractor will be required to respond to an annual request for verification that it is still operating as a nonprofit organization serving at least 51 percent or more of low to moderate income people. This verification will be required annually for the duration of the promissory note of 5 years. Upon completion of the final annual verification the Promissory Note and/or Deed of Trust will be released to the organization.

V. Program Requirements and Responsibilities

1. Architectural/Engineering Services Yes No

- A. Design Services. Community Development Block Grant funds will be used for architectural/engineering services on this project. If required based on the scope of work to be completed, the Contractor will have a licensed architect for this project responsible for design, construction documents, bidding and general administration of construction.
- B. Construction Financing. In the event that the construction cost estimates or the construction bids exceed the project budget, the Contractor must submit evidence that is satisfactory to OED within 30 days that either all additional financing has been secured or a viable plan is in place to secure additional financing to complete construction of the project.

2. Construction Management Services Yes No

- A. CDBG funds will be used for construction management services.

3. Construction Services Yes No

- A. Upon completion of design and written approval by the OED, the Contractor may proceed with construction bidding. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals should be excluded from competing for such procurement. Procurement must be conducted in accordance with 2 CFR 200.317-326.

The Contractor must advertise for bids as follows:

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1. All Invitations for Bid (bid documents) must include the Davis-Bacon wage rates, form HUD-4010 "Federal Labor Standards Provisions", dates on which pre-bid conference and bid opening will be held, and the technical specifications for the project.
2. The Contractor is required to hold a pre-bid conference to explain all federal, state and local requirements. The date of the pre-bid conference must be arranged with OED at least ten working days prior to the advertisement. The Contractor must maintain written minutes and sign-in sheets of the pre-bid conference. Attendance by the OED staff is mandatory.
3. The Contractor must formally advertise for bids in at least one newspaper of general circulation, e.g., The Denver Post or the Daily Journal. The advertisement must include verbiage stating that federal wage rates and conditions apply to this project. Bid advertisement must appear three consecutive working days, the first of which must appear at least two weeks before bid opening.
4. Bids are to be opened at a public meeting. The Contractor must maintain copies of all bids received. The contract is to be awarded to the lowest responsive and responsible bidder. Attendance by the OED staff is mandatory.
5. All construction contracts must specify a fixed price for completion of the work. Under no circumstances may a cost-plus-a-percentage-of-cost contract be executed.
6. Projects to be bid by the Contractor estimated to be less than \$100,000 will use the procurement process as follows (Small Procurement Process, Purchases and Services less than \$100,000):

- i. Bids and Justification of Services and Supplier Selection

Competition is sought through oral or written price quotations. The Contractor will obtain bids from at least three vendors or suppliers and maintain the bids in the file. If a written bid is unavailable, notes from a phone call in at least as much detail as the other bids is acceptable. The Contractor will provide a brief written analysis of how each bid was obtain and provide written justification of selection of winning service provided and supplier.

The following should be considered in the Contractor's justification:

- Price
- Warranty
- Quality
- Reliability of product
- Reliability & quality of service provided by vendor
- Compatibility with other products used
- Maintenance agreement
- Conservation of natural resources and protection of the environment, where practical and economically feasible
- Vendor is a small business, minority-owned firm, women-owned firm

References from other customers and vendor's banker should be included if applicable. After purchase is complete, bid notes should be filed in the Accounts payable file with the all invoices.

- ii. Sole Source Purchases

Sole source purchases are made only when items or services are unique and possess specific characteristics that can be filled by only one source. Factors to be considered in sole source purchases include the following:

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- Whether the vendor possesses exclusive and/or predominant capabilities or the items contained a patented feature providing superior utility not obtainable from similar products
- Whether the product or service is unique and easily established as one of a kind
- Whether the program requirements can be modified so that competitive products or services may be used
- Whether the product is available from only one source and not merchandised through wholesalers, jobbers and retailers.
Whether items must be interchangeable or compatible with in-place items
- Sole source purchases require the approval of the CEO/ Director of the Contractor.

References from other customers and vendor's banker should be included if applicable. (After purchase is complete, bid notes should be filed in the Accounts payable file with the all invoices.)

If the Contractor can demonstrate that a fair and open selection process has previously been followed to select a construction contractor, the preceding procedures may be waived. This waiver is at the sole discretion of the OED.

- B. Section 3 Employment Opportunities. The Contractor agrees to comply with Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations there under, as more fully described in part II of the contract documents.
- C. Construction Contract Documents. The construction contract documents must be provided as indicated in the sample format provided by OED. The final documents must be approved by OED prior to advertisement for bid.
- D. Federal Labor Standards Requirements. This project is subject to the requirements of the Davis-Bacon Act, the Copeland "Anti-Kickback Act", the Contract Work Hours and Safety Standards Act, and Executive Order 11246, as amended by Executive Order 11375. To comply with these requirements, Contractor must accomplish the following:
1. Ten days prior to bid advertising, the Contractor, must request Davis-Bacon prevailing wage rates from OED. OED will transmit a copy of the project wage determination to the Contractor.
 2. Immediately prior to bid opening, the Contractor must verify with OED to ensure that no modifications to the project wage determination have been issued. Any modifications must be provided to all bidders and must be included in all contract documents.
 3. OED is responsible for enforcing Federal Labor Standards requirements. These enforcement responsibilities include, but are not limited to, participating in pre-bid and pre-construction conferences, obtaining and reviewing the weekly payrolls which must be submitted by all contractors and subcontractors, conducting on-site interviews with laborers working on the project and resolving wage disputes. The Contractor will guarantee access to the job site and will comply with all requests for information by OED.
 4. The Contractor is required to hold a pre-construction conference prior to the start of construction with the general contractor and all subcontractors to explain the federal labor standards requirements. The date of the pre-construction conference must be arranged with

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OED at least ten working days prior to the anticipated meeting date. Attendance by the OED staff is mandatory.

- E. Notice to Proceed. The Contractor must obtain a written Notice to Proceed for construction from the OED. The Notice to Proceed will not be issued until the Contractor has provided OED with the following:
1. One copy of its fully executed construction contract and subcontracts including all addenda and attachments
 2. Copies of the contractor's performance and payment bonds in 100 percent of the construction contract amount (if the total project contract amount exceeds \$100,000)
 3. Copies of all necessary permits and insurance certificates
 4. Evidence that the pre-construction conference has been held.
- F. Change Orders. All Change Orders must receive prior written approval from the OED. The Change Order form must be signed by the Contractor, the General Contractor and the Project Architect. (If Applicable)
- G. Budget and Method of Payment for Construction Services.
1. All construction payment requests must be submitted with appropriate documentation of costs incurred on an "Application and Certificate for Payment" (AIA Document G702 and G703), or, when applicable, acceptable dated and readable invoices. The invoices must be from a vendor separate from the contractor, and must state what goods or services were provided and the delivery address. Checks written by the contractor, even if cancelled, are not adequate documentation for reimbursement (checks do not verify the goods or services provided). An allocation of an invoice to the contract must be documented. Service Period and Closeout: All reimbursed expenses must be incurred for the time period within the contract. The final payment request must be received by OED within 45 days after the end of the service period stated in the contract.
 2. The construction budget for the project will be that which is attached to the executed construction contract. All payment requests must conform to that budget.
 3. The OED will withhold 5 percent retainage from all construction payment requests. Release of retainage will occur when the project has been completed, and lien waivers and warranties have been received by the Contractor.
 4. The OED will process a payment request upon receipt of all required and approved documents (as explained at the pre-construction conference).

4. Project Management

- A. Project management requires that the following conditions be met:
1. No costs incurred prior to the date of this contract will be paid or reimbursed by OED.
 2. No funds may be obligated or expended until the Contractor has received written clearance from OED that the environmental review process is complete. Any special environmental or

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historic resource-related mitigation imposed by OED must be incorporated into the design and construction of the facility.

3. The Contractor may request and OED may require that the warrant be made payable jointly to the Contractor and its vendor(s). Otherwise, the warrant will be made payable directly to the Contractor.
4. The Contractor must maintain in its files all payrolls, invoices, billings, contracts, lien waivers, canceled checks and correspondence pertaining to this project for three years after the expiration of this contract (including any amendments or attachments).
5. The Contractor must obtain guarantees and warranties on all materials, workmanship, and lien waivers before final payment can be made. Lien waivers should be supplied by the general contractor, all subcontractors and suppliers on the project.
6. Construction meetings will be held to review project status. The meetings will be scheduled at a regular time most convenient for all parties. All principals involved in the project are expected to attend (including, but not limited to, OED staff member, the Contractor representative (if applicable, project architect and general contractor).

5. Prohibitions Against the Use of Federally Debarred and Suspended Parties

Financial assistance exceeding \$25,000 shall not be used to directly or indirectly employ, award contracts to or otherwise engage the services of any contractor or subcontractor during any period of debarment, suspension, or placement in ineligibility status. The Contractor is responsible for searching the Internet at <https://www.sam.gov> to determine that all first-tier contractors are not currently debarred, suspended or otherwise ineligible. Written documentation must be maintained in the contractor's files.

Estimated Project Budget Summary

Contractor Name: The Housing Authority of the City and County of Denver
Project Title: Grow Market and Grow Garden
Activity Name: TBD
Contract Dates: 2/1/2019 8/31/2020

Budget Category	Project Total (all funding sources)	OED FUNDING ONLY				Other Federal Funding (Non-City Funding) (HUD CNI/CCI Funding)				Other Non-Federal DHA Perm Loan		Project Total *CHECK*	
		Grow Market Funding (specify CDBG)	Total Project Costs requested from OED		Grow Garden (CNI)	Grow Market (CNI)	Total Project Costs Other Federal Funding				Amount	%	
ACQUISITION COSTS	Amount	Amount	%	Subtotal	%	Amount	Amount	Subtotal	%	Amount	%	Amount	%
N/A	-	-	#DIV/0!	-	#DIV/0!	-	-	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!
Total Acquisition Costs	-	-	#DIV/0!	-	#DIV/0!	-	-	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!
GENERAL DEVELOPMENT COSTS	Amount	Amount	%	Subtotal	%	Amount	Amount	Subtotal	%	Amount	%	Amount	%
Site Work Civil- Grow Garden	106,901	-	0%	-	0%	57,598	-	57,598	53.88%	49,303	46%	106,901	100%
Site Work Landscape- Grow Garden	82,656	-	0%	-	0%	82,656	-	82,656	100.00%	-	0%	82,656	100%
Site Work Furnishings- Grow Garden	74,850	-	0%	-	0%	74,850	-	74,850	100.00%	-	0%	74,850	100%
Core and Shell Construction- Grow Market	204,525	204,525	100%	204,525	100%	-	-	-	0.00%	-	0%	204,525	100%
Green House - Grow Garden	176,667	-	0%	-	0%	-	-	-	0.00%	176,667	100%	176,667	100%
Tenant Improvements - Grow Market	163,620	163,620	100%	163,620	100%	-	-	-	0.00%	-	0%	163,620	100%
General Conditions - Grow Market	86,094	39,168	45%	39,168	45%	46,927	-	46,927	54.51%	-	0%	86,095	100%
Contractor Profit & Overhead - Grow Market	44,894	20,424	45%	20,424	45%	24,470	-	24,470	54.51%	-	0%	44,894	100%
Contingency- Garden and Market	191,829	87,271	45%	87,271	45%	104,559	-	104,559	54.51%	-	0%	191,830	100%
Total Development Costs	1,132,036	515,008	45%	515,008	45%	391,060	-	391,060	34.54%	225,970	20%	1,132,038	100%
OTHER COSTS	Amount	Amount	%	Subtotal	%	Amount	Amount	Subtotal	%	Amount	%	Amount	%
A&E Design Fees	208,807	80,447	39%	80,447	39%	-	26,860	26,860	12.86%	101,500	49%	208,807	100%
GL Insurance / P&P Bonds	18,940	8,614	45%	8,614	45%	10,324	-	10,324	54.51%	-	0%	18,938	100%
Legal	5,000	-	0%	-	0%	-	5,000	5,000	100.00%	-	0%	5,000	100%
Construction Interim Costs / Financing	21,054	-	0%	-	0%	-	-	-	0.00%	21,054	100%	21,054	100%
Tap Fees	14,670	-	0%	-	0%	-	-	-	0.00%	14,670	100%	14,670	100%
Perm Financing	6,804	-	0%	-	0%	-	-	-	0.00%	6,804	100%	6,804	100%
Studies (GeoTech/soil/ESA)	6,000	-	0%	-	0%	-	-	-	0.00%	6,000	100%	6,000	100%
Developer Fee	143,806	62,548	43%	62,548	43%	81,258	-	81,258	56.51%	-	0%	143,806	100%
Project Reserves	134,883	83,383	62%	83,383	62%	30,000	-	30,000	22.24%	21,500	16%	134,883	100%
Total Other Costs	559,964	234,992	42%	234,992	42%	121,582	31,860	153,442	27.40%	171,528	31%	559,962	100%
Estimated Grand Total	1,692,000	750,000	44%	750,000	44%	512,642	31,860	544,502	32.18%	397,498	23.49%	1,692,000	100%

Submitted by: _____ Title _____
 1,692,000 375000 512642 31860 554502 32.28 397498 23.49 \$ 1,692,000.00 \$ -

750,000

The Housing Authority of the City and County of Denver Grow Garden & Grow Market

Core and Shell Construction - Grow Market

- Total estimated costs: \$204,525.00
- 100%
- This line item will be used to pay DHA's contractor labor and material for the construction of the core and shell of the grow market including slab on grade, roof, walls, doors, window, and general building infrastructure.

Amount requested from OED: \$204,525.00

Tenant Improvements - Grow Market

- Total estimated costs: \$163,620
 - 100%
- This line item will be used to pay DHA's contractor labor and material for the construction of the tenant improvements of the grow market including flooring, light fixtures, refrigeration, ceilings, signage, food display items, furniture, refrigeration, computers/IT, and other fixtures commonly seen in a food store.

Amount requested from OED: \$163,620

General Conditions - Grow Garden & Grow Market

- Total estimated costs: \$86,094.00
 - 45%
- This line item will be used to pay DHA's contractor general conditions that are commonly seen in construction contracts including: supervision, dumpsters, labor, clean up, mileage, etc.

Amount requested from OED: \$39,168.00

Contractor Profit and Overhead - Grow Market

- Total estimated costs: \$44,894.00
 - 45%
- This line item will be used to pay DHA's contractor the industry standard profit and overhead for taking risk and funding overhead costs such as central office, accounting, etc.

Amount requested from OED: \$20,424.00

Project Contingency - Grow Market

- Total estimated costs: \$191,829.00
 - 45%
- This line item will be used for unforeseen conditions during the design, development, and construction phase of the project

Amount requested from OED: \$87,271.00

**The Housing Authority of the City and County of Denver
Grow Garden & Grow Market**

Architecture and Engineering Design Fees - Grow Market

- Total estimated costs: \$208,807.00
- 39%

This line item will be used for to pay DHA's Architects and Engineers for the entitlement, design, and development process including activities such as site development plans, building plans, civil plans, permits, interior design, structural, and construction oversight.

Amount requested from OED: \$80,447.00

General Liability Insurance and Payment and Performance Bonds

- Total estimated costs: \$18,940.00
- 45%

This line item will be used for to pay DHA's contractors required insurance and bonds as required by DHA, HUD, and other funding sources.

Amount requested from OED: \$8,614.00

Legal - Grow Market

- Total estimated costs: \$5,000.00
- 0%

This line item will be paid to DHA's council around reviewing and drafting documents around the grow market legal documents including leases, MOUs, and other items which may arise.

Amount requested from OED: \$00.00

Construction Interim Costs - Grow Market

- Total estimated costs: \$21,054.00
- 0%

This line item will be paid to cover financing costs during the construction period of the grow market including title work, construction loan origination fees, construction period interest, legal fees, and other miscellaneous financing costs associated with the construction loan.

Amount requested from OED: \$00.00

Tap Fees - Grow Market

- Total estimated costs: \$14,670.00
- 0%

This line item is the estimated cost to be paid to Denver Water for the installation of a new water tap and meter to serve the irrigation and other operational needs at the grow garden.

Amount requested from OED: \$00.00

Permanent Financing - Grow Market

- Total estimated costs: \$6,804.00

**The Housing Authority of the City and County of Denver
Grow Garden & Grow Market**

- 0%

This line item will be paid to cover permanent financing costs to DHA's lender including title work, loan origination fees, legal fees, underwriting, and other miscellaneous financing costs associated with the permanent loan for the grow market.

Amount requested from OED: \$00.00

Studies - Grow Market

- Total estimated costs: \$6,000.00
- 0%

This line item is the estimated cost to fund development related studies such as geotechnical reports, environmental studies, and market studies

Amount requested from OED: \$00.00

Developer Fee - Grow Market

- Total estimated costs: \$143,806
- 43%

This line item is the estimated cost to fund the developers fee to pay for the time staff has spent and will spend on the project along with other DHA costs associated with the project

Amount requested from OED: \$62,548.00

Developer Fee - Grow Market

- Total estimated costs: \$134,883.00
- 62%

This line item will be required by the lender and DHA to fund rent-up reserves and operating budget reserves for the Grow Market.

Amount requested from OED: \$83,383.00

Totals:

Total OED CDBG Funds to Grow Market: \$750,000.00