

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”) and **DENVER URBAN RENEWAL AUTHORITY**, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado, with an address of 1555 California Street, Suite 200, Denver, Colorado 80202 (the “Contractor”), jointly “the Parties”.

RECITALS:

A. The Parties entered into an Agreement dated August 7, 2018 (the “Agreement”) to provide the services described in Exhibit A attached thereto (the “Scope of Work”); and

B. The Parties wish to amend the Scope of Work and desire to delete Exhibit A in its entirety and replace it with Exhibit A-1, a copy of which is attached hereto.

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**” in the existing Agreement shall be amended to read “**Exhibit A-1.**”
- 2.** Exhibit A is hereby deleted in its entirety and replaced with Exhibit A-1.
- 3.** Except as otherwise amended hereby, the Agreement is affirmed and ratified in all respects.
- 4.** 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.

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Contract Control Number:
Contractor Name:

ENVHL-201951040-00/ALF-201843088-01
DENVER URBAN RENEWAL AUTHORITY

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:

ENVHL-201951040-00/ALF-201843088-01
DENVER URBAN RENEWAL AUTHORITY

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:


ENVHL-201951040-00/ALF-201843088-01
DENVER URBAN RENEWAL AUTHORITY

By: 

Name: Joshua J. Widoff
(please print)

Title: Chair
(please print)

ATTEST: [if required]

By: 

Name: Tracy Huggins
(please print)

Title: Executive Director
(please print)

EXHIBIT A-1

City of Denver Lead Based Paint Hazard Control Program (LBPHC) 2018 - 2021 Scope of Work

Management Structure

The City and County of Denver – Department of Public Health and Environment (DDPHE) will be the grantee, Terra Haseman Swazer will be the Program Director (PD) and Brendan Doyle will be the Program Administrator (PA). Nicol Hogg serves as the Divisional Program Manager and will provide general program oversight.

Denver Urban Renewal Authority (DURA) will manage and staff the day-to-day project management as the primary subrecipient. A Project Director will be hired by DURA who will oversee the operations of the program and provide technical assistance, oversight, and review all program details. DDPHE will coordinate efforts among the various partners and service providers through the Colorado Lead and Healthy Housing Coalitions and individual working agreements. DURA will participate in dedicated education and outreach efforts.

Staffing The table below describes the staff:

TABLE I: STAFFING

POSITION	STAFF PERSON	AGENCY
Program Oversight	Nicol Hogg	City & County of Denver
Program Director (PD)	Terra Haseman Swazer	City & County of Denver
Program Administrator (PA)	Brendan Doyle	City & County of Denver
Senior Accountant	Anne Bygrave	City & County of Denver
Project Director (PJD)	TBD	Denver Urban Renewal Authority
Program Manager (PM)	Mariea Singleton	Denver Urban Renewal Authority
Senior Rehab Specialist/Lead Risk Assessor (RA)	Fred Yeazel	Denver Urban Renewal Authority
Rehab Specialist/Lead Risk Assessor (RA)	Joe Brackett	Denver Urban Renewal Authority
Loan Specialist	Brenda Bruce	Denver Urban Renewal Authority
Intake Specialist (IS)	Ramon Bonilla	Denver Urban Renewal Authority

Each party will inform the other party of any staff changes or vacancies that affect this grant program within 5 business days.

Lead Abatement Contractor Pool

DURA will use an open invitation to all contractors certified to participate in the LBPHC program, and the invitation to become a certified contractor continues to be open on a rolling basis. DURA will continue to encourage interested general contractors and subcontractors to become state-certified in lead abatement. Funds are budgeted to pay for certification training for contractors willing to commit to working with the LBPHC program as set forth in Exhibit B.

FUNDING FLOW

1. DURA will subcontract with lead abatement contractors after following procurement policies and procedures.
2. DURA will solicit three (3) bids per enrolled unit, unless the estimated cost is below \$5,000.
3. Upon acceptance and award of bid, DURA, the lead abatement contractor and property owner execute appropriate documents for funding during the closing process meeting.
4. DURA will notify lead abatement contractor, in writing, of approval to begin work.
5. Upon completion of lead hazard control activities, the lead abatement contractor will request a clearance test.
6. DURA staff will complete the clearance test.
7. Upon passing clearance, final payment is made by DURA to the lead abatement contractor.
8. By the 25th of the following month, DURA will submit an invoice and all backup documentation to the City for review and approval for payment.
9. DURA will be paid on a monthly reimbursable basis.
10. The City will make Line of Credit Control System (“LOCCS”) draws monthly.

PROCESS FOR SELECTING LEAD ABATEMENT CONTRACTORS

Upon enrollment of a new unit, DURA will draft a program-specific scope of work. DURA will obtain three qualified bids, unless the scope of work estimate is less than \$5,000, as detailed below, and the lowest reasonable bid will be selected based on history, capacity, license, and is within 15% percent of the internal estimate for each unit scope of work completed by the RA. As described above, DURA will continue to work with a select pool of contractors. These contractors are used on a rotating basis, beginning with the first qualified contractor to apply. For work under \$5,000, they will be awarded the unit work if their written bid price falls within 15% of the estimate prepared by DURA staff. If not, a second contractor will bid the work and the lowest bid price of the two will be selected. For work with an internal estimated cost over \$5,000, a minimum of three bids will be solicited.

IDENTIFICATION OF PROPERTIES:

The PM, in collaboration with City staff, will collaborate with government organizations and agencies, non-profit organizations, and community organizations in the targeted neighborhoods to help identify potential clients. Target neighborhoods include:

Athmar Park	Barnum	Barnum West	Clayton	Cole
East Colfax	Elyria Swansea	Globeville	Highland	Lincoln Park
Mar Lee	North Park Hill	Northeast Park Hill	Sun Valley	Sunnyside
Valverde	Villa Park	West Colfax	Westwood	Whittier

SELECTION OF ELIGIBLE PROPERTIES:

The IS will educate the clients about the program benefits and criteria and helps to determine the client’s preliminary eligibility through the following criteria:

- ⌚ Determine client’s needs
- ⌚ Identify if the LBPHC Program may meet the client’s needs
- ⌚ Confirm that the home is within the City and County of Denver limits and therefore included in the initial Tier 1 Environmental Review
- ⌚ Verbal confirmation that the client is within the project income guidelines

- ⌚ Verbal confirmation that there are children under six at the property for a significant period of time, as defined by a minimum of twenty hours a week.

The IS will pull the Assessor's report to verify:

- ⌚ Applicant(s) resides in the property and is on title
- ⌚ The owner of record
- ⌚ Verify that property was built before 1978

To become an enrolled unit, the following information is required to be completed:

- ⌚ Application
- ⌚ Statement of Household Income/Demographics
- ⌚ Verification of household income through: pay stubs, one year of W-2 forms, written proof of Social Security, pension, alimony, and child support or signed affidavit for unreported income, etc.
- ⌚ Follow-up dust testing permission
- ⌚ Blood Lead Test Release Forms, to be provided, if applicable, by DDPHE
- ⌚ Copy of Birth Certificate and/or Birth Certificate verification form

Applicant:

- ⌚ Household income is under 80% AMI for all Owner-Occupied Unit *OR*
- ⌚ Household income is under 80% AMI for all rental units with at least 50% of the Rental Units with applicant income <50% of AMI (50-50-80 Rule Title X) *AND*
- ⌚ Signed Release of Blood Lead Results Form for each child included in application or signed waiver of refusal of blood lead test

Unit:

- ⌚ Pre-1978- residential single-family home ***and***
- ⌚ Within Target and/or Tier 1 Environmental Review area established ***and***
- ⌚ Child age six or under lives or spends a "significant amount of time" in the housing unit-(e.g. Residential Daycare or grandchildren). Visiting child form required for any visiting child claimed on application ***or***
- ⌚ An expectant mother
- ⌚ Up to 10% of home-owner occupied units may be qualified and receive assistance under this grant award without a child under the age of six living in the unit or spending significant time in the unit.
- ⌚ Up to 5 vacant units may be qualified and receive assistance under this grant award.

If an application to the program is denied, a denial letter must be prepared by the PM and delivered to the property owner and tenant to notify them they are not eligible for the LBPHC program and refers them to any other appropriate resources including:

- ⌚ Refer client to another applicable City and County of Denver program that may address their needs
- ⌚ Refer client to a non-profit organization or to other resource, as applicable

PRIORITIZATION OF PROPERTIES

Properties where children are known to have lead poisoning will have priority in the program.

Units Where Children are diagnosed with Elevated Blood Lead Levels in Denver

DURA, in coordination with DDPHE, will encourage all families to get their children blood tested with their primary care pediatrician. Families who may qualify for the LBPHC program and have a lead poisoned child and who grant permission to DDPHE will be referred to DURA for eligibility determination under this grant agreement.

Units With Children Under the Age of Six and/or expectant mothers and the presence of lead paint hazards

Additional priority will be given to properties where children under the age of six are living (although not necessarily identified with Elevated Blood Lead Levels), and lead paint hazards are present.

Other High-Risk Housing Units

DURA will enroll other qualifying high-risk housing units that will be identified through other means, including outreach campaigns by program partners CREA and Westwood Unidos, referrals from DDPHE housing and child care inspectors, and referrals from other community-based organizations.

FINANCING MECHANISM

Rental Properties

A Deed of Trust and Promissory Note will not be required for rental properties that are enrolled in the program where the cost of lead hazard abatement is less than \$10,000. A signed Addendum to the DURA, homeowner, lead abatement contractor contract **will** be required. For rental properties that receive more than \$10,000 of lead hazard abatement work, the amount exceeding \$10,000 will be secured by a Deed of Trust and Promissory Note, for that amount to be considered a forgivable loan.

Rental property owners receiving more than \$10,000 will receive a fully forgivable loan for the amount in excess of \$10,000 provided the property owner continues to rent to low-moderate income households for a period of 3 years following the completion of lead hazard control program activities, as outlined in the Addendum to the contract. DURA will verify with the property owner and current tenants annually to ensure that the rent rate is in compliance with program guidelines. All rental property owners who are provided a loan above the \$10,000 granted portion will be required to contribute 10% of lead hazard control costs rolled into the loan, or a minimum of \$250. For example, if a property costs \$20,000 to abate lead hazards, \$10,000 will be granted to the property owner, and \$9,000 will be rolled into a forgivable loan. The property owner is expected to contribute \$1,000 in this case. If the full amount cannot be paid at the closing, the Program Manager will work with the property owner to create a payment schedule or waive the requirement. All payments will be deposited into DURA's bank account and reused on other LBPHC eligible units. Healthy Homes work that is conducted in the property will be granted with no repayment requirement.

Sale of Rental Property

All outstanding portions of the loan are due upon sale of the rental property if the sale occurs within the 3-year term of the loan. For example, if a property owner sells the property in question in month 20, the remaining amount of the loan will be due based on the remaining months (16) divided by 36 months multiplied by the original principal. The loan can be transferred to a family member upon death or by non-monetary transfer if the new owner will agree to the program guidelines (i.e., tenant income, affordability, child under six). Upon sale of the property, all lead hazard remediation work that has been performed on the property is to be disclosed to potential buyers, pursuant to federal law.

Refinance of Rental Property

DURA will consider subordinating its loans for a refinance if DURA believes, in its sole discretion, that the refinancing is in the best interests of the client.

Homeowner-Occupied Properties

Homeowner-occupied properties will receive a grant to remediate the lead hazards. In these cases, a contract is signed between the homeowner and DURA stating that the property is to be maintained as the primary residence of the family for at least 9 months out of the year and, upon sale of the property, all lead hazard remediation work that has been performed on the property is disclosed to potential buyers, pursuant to federal law. No Deed of Trust or Promissory Note is signed or recorded. On a case-by-case basis, the PM may also grant approval for additional costs due to error or experimentation by the property owner for enrollment, provided that all lead hazards are addressed properly.

Matching Funds

DURA will use \$250,000 of CDBG funding to the extent such funding is received from the City over the lifetime of this agreement as a required match amount to the LBPHC program. The City must approve and release the CDBG funds to DURA for this required match component.

INSPECTIONS AND RISK ASSESSMENTS

The Denver LBPHC Program will utilize the HUD Lead Inspection and Risk Assessment protocol as described in the *HUD Guidelines for Evaluation and Control of Lead-based Paint Hazards in Housing and specific OHHLHC Policy Guidance*. Any unit that is enrolled in the Denver LBPHC Program must have a combination lead inspection/risk assessment performed by a state-certified lead risk assessor who is knowledgeable and experienced in the *HUD Guidelines* protocol and this specific grant award program.

Inspection risk assessments and clearances are performed by DURA. Risk assessment and clearance levels will be used in accordance to this specific grant program. When exterior work is performed, soil clearances will be utilized using the risk definitions of 400ppm for a play area and 1200ppm for non-play area. The risk levels are shown below.

Table 2: Risk Assessment and Clearance Levels Used by the Denver LBPHC Program

	Risk Assessment	Clearance
Window Sills:	≥100ug/sf	<100ug/dL
Interior Floors:	≥10ug/sf <100ug/sf	<10ug/dL
Porch Floors:		<40 ug/dL
Soil: primary play area:	400ppm	400ppm
Paint:	0.5% or 1.0 mg/cm ²	

Samples will be collected and analyzed by a laboratory recognized by the EPA National Lead Laboratory Accreditation Program. The Denver-area lab is Reservoirs Environmental, and it is fully credentialed to analyze lead samples. An XRF machine or paint chip samples collected will be used, per the guideline and regulations, for determining the lead content in paint or varnish, in all OHHLHC units.

WORK SPECIFICATIONS AND BIDS

After the risk assessment has been performed, DURA staff will develop a scope of work description (SOW) and cost estimate. On contracts anticipated to cost more than \$5,000, the RA or PM invites at least 3 of the lead abatement contractors in the contractor pool, based on availability and capacity of the lead abatement contractors. On contracts anticipated to cost less than \$5,000 the RA invites, on a rotating basis which began

initially with the first qualified lead abatement contractor to apply, one lead abatement contractor to a bid conference. The RA sends copies of bids to PM and PJD. The RA, PJD, and PM review the bids and proposals for completeness and acceptability. Bid is chosen by:

- ⌚ Lowest reasonable bid if the cost of work is over \$5,000
- ⌚ Capacity of lead abatement contractor to complete the work within the specified time frames based on:
 - ⌚ History of quality of work completed by the lead abatement contractor on OHHLHC units
 - ⌚ Certified workers on file with the program and eligible to work on the units per the scope
 - ⌚ In progress units and newly contracted units will not be beyond the capacity documented for the lead abatement contractor to complete in addition to this bid award
 - ⌚ License, certification, insurance of lead abatement contractor is up to date and on file
 - ⌚ Is confirmed to be consistent and reasonable with the RA internal cost estimate

Once the review is complete, the RA, PJD, and PM then select the most reasonable bid for the property. The RA and lead abatement contractor will draft the occupant protection plan which is submitted by the awarded lead abatement contractor for occupant protection and compliance with 10-day work time frame for all lead work to be completed. The RA notifies IS, PJD and PM if relocation is necessary for the project. The PM will verify the program budget and funding ability to offset cost of relocation of applicant and if the applicant is eligible within defined times outlined in DURA's Relocation Policies and Procedures. The awarded lead abatement contractor will walk the job with a DURA RA where the results of the risk assessment and the work description will be discussed. A contract is written between the lead abatement contractor and the owner of the property with the Denver LBPHC Program as the funding agent, with oversight and monitoring provided by DURA. All contracts have a one-year warranty on work performed as described in the description of work. The DURA RA will inspect the work in progress and when the job is complete. The person who performed the original risk assessment will typically perform the clearance exam. Final payment is made to the lead abatement contractor only after clearance is achieved. If clearance fails, the lead abatement contractor will be held responsible for the cost of any additional clearances.

LEVELS OF INTERVENTION AND CLEARANCE PROCEDURES TO BE CONDUCTED FOR UNITS ENROLLED

DURA will utilize a cost-effective mix of abatement and interim controls to address the lead hazards in a home, utilizing interim controls whenever possible. Each unit is evaluated independently to determine what mix of controls is appropriate based on the condition of building components, the blood lead levels of the child occupants, and the relative costs of abatement vs. interim controls. The low-income rental units that do not house children with elevated blood lead levels will be treated with low-level interventions in an effort to address hazards in more units occupied by the most vulnerable population. Clearance testing procedures will follow the protocol described in the *HUD Guidelines for Evaluation and Control of Lead-based Paint Hazards*. The clearance levels are shown in Table 3. Units undergoing major renovations beyond the lead hazard control are often cleared once at the end of the lead hazard control work and then again at the end of the remaining renovations.

RENTAL, VACANT, OWNER-OCCUPIED AND HOUSING STOCK

DURA and the City project that 40% of the properties will be rental, and 60% of the properties will be owner-occupied. DURA and the City expect that the majority of homes undergoing LBPHC activities will be single family, duplex, or small multi-family dwellings (4 or fewer units).

Table 3 - Housing Occupancy Projections

Number of Units Proposed

Type of Unit		<u>% of Total</u>
Owner-Occupied	78	60
Rental	52	40
Total	130	100%

RELOCATION PLAN

The RA and lead abatement contractor, while drafting the occupant protection plan, will determine whether relocation is necessary to ensure the safety of the clients of the LBPHC program. If necessary, the RA will inform the PM about the need to relocate and the dates of the necessary relocation. The PM discusses with the clients about what location criteria are important when finding a hotel for relocation. The PM books accommodations for the client's household for the necessary dates and DURA pays for the accommodation directly. Clients, whose criteria and/or list of requests are beyond the scope of the available funds, will be responsible for securing alternative housing during lead hazard control work. All relocation, with family or other, is encouraged to be within a lead safe unit.

EDUCATION AND OUTREACH EFFORTS

Methods of Community Education:

DURA, in conjunction with the City on behalf of the Denver LBPHC program, will participate in education and outreach events and deliver materials that are culturally sensitive, targeted to appropriate audiences, and linguistically appropriate for each audience. The methods of delivery are described below:

Community and Faith-based Organization Events: DURA, in conjunction with the City on behalf of the Denver LBPHC Program, will participate in community events in the target neighborhoods. These include community fairs, health fairs, faith-based organization fairs, and school fairs.

Information Dissemination to Faith-based and Community-based Organization: DURA, in conjunction with the City on behalf of the Denver LBPHC Program staff will make presentations, speak informally, and/or deliver materials to neighborhood associations, civic groups, faith-based organizations, and community groups.

Coalition Building: DURA, in conjunction with the City on behalf of the Denver LBPHC program, will participate in lead-related coalitions operating in the Denver metro area. These include the Colorado State Lead Coalition, the Colorado State Healthy Housing Coalition and the Denver Regional Council of Governments.

TRAINING EFFORTS

Trained Workforce

All lead abatement contractors who work for the Denver LBPHC Program must be trained and state-certified for lead abatement. Grant funds will be available to contractors who wish to become state-certified in lead abatement or to expand their capacity.

BLOOD LEAD TESTING

Parents of children under six years old will be required to sign a blood lead testing release form through which they must select that either they will get their children tested for blood lead level before the lead hazard control work, or that they refuse due to religious or other personal information. The Colorado Department of Public

Health and Environment (CDPHE) and Denver Department of Public Health and Environment (DDPHE) are the public agencies responsible for case management of children with elevated blood lead levels over 5ug/dL. All laboratory reports of EBL children are sent to these agencies for follow-up regarding case management.

EVALUATION

Database

DURA will use a comprehensive database for collecting and analyzing data for the Denver LBPHC Program. The database will include information on the house (age, condition, structure), the family demographics, lead hazards (dust, paint, soil), lead-dust follow-up visits, and lead hazard control activities and costs. The database allows DURA to keep track of follow-up evaluation needed, the achievements of the program, cost-effectiveness, and the reporting required by HUD.

Blood Lead Data

If possible, blood lead data on children with an elevated blood lead level will be collected before and after lead hazard control work is done in order to evaluate the success of the program’s lead abatement work. Families may choose to opt out of blood lead testing with a signed waiver. This data will be entered into the secure database for easy quarterly evaluation and at the end of the grant period. Blood lead data will be managed by DDPHE.

Follow-up Dust Testing

DURA will conduct follow-up dust testing in approximately 20% of the homes in which lead hazard control was completed. Data will be collected and stored in the comprehensive database for quarterly and final evaluation. If dust hazards are found in the follow-up, DURA will reevaluate the hazards and perform additional hazard control if necessary. If an item is discovered that should be under the one-year warranty of the lead abatement contractor, he/she will be called to rectify the problem. If a hazard is discovered that was previously not in the description of work, or was due to a faulty work description, DURA will contract for additional work with the original lead abatement contractor.

MEASURES OF SUCCESS

DURA will measure the success of the LBPHC Program by several factors as presented in the table below:

<u>Activity</u>		<u>Measure of Success</u>	<u>Goal</u>
Training/Economic Development			
contractors certified in abatement	training	number certified	3
subcontractors/workers	training	number trained	20
Lead Hazard Control			
Units inspected/assessed	lead inspection/risk assessment	number completed	250
units completed and cleared	abatement/interim control	number completed	130
follow up	clearance	pass rate at 1 st clearance	100%

Reporting/Data Collection

Data collection:

collect data and enter into database	data entry	ability to produce reports	100% on time reporting
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Reporting:

quarterly reports -	data retrieval	due 30 days after end of quarter	100% on time reporting
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final report -	data retrieval	due 30 days after end of grant	100% on time reporting
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HEALTHY HOMES SUPPLEMENTAL FUNDING

DURA’s RA will complete the Healthy Homes assessments (HH) and scopes of work for each eligible property. The assessment and bidding for HH work will happen concurrently with the lead hazard assessment and bidding. The unit work completion for HH will happen after the lead hazard control work is completed, unless the lead and HH work can occur safely simultaneously.

Prioritization of lead-based paint hazards will always be first in any unit enrolled in the program. Using HUD’s 29 health hazards as a guide, DURA will prioritize HH interventions as follows: 1) those that are most likely to affect the population 5 years of age and younger; 2) those that are most likely to affect the population 14 years of age and younger; 3) those that affect no specific age group; 4) those that are most likely to affect to the population 60 years of age and older. DURA will move through the hazards in that order and address them as they pertain to each unit. Given the limited resources for HH interventions, if there are multiple hazards that need addressing, using the prioritization schedule above, DURA will determine which are the most egregious and address those. When applicable, DURA will refer the unit to other programs to address hazards that the LBPHC program cannot.

DURA and the City estimate conducting HH interventions in 80 units with a maximum cost of \$5,000 per unit. If a property requires more than \$5,000 of HH work, DURA must seek and be granted approval from the City before any HH work is conducted. The process for HH interventions will follow the same work flow as lead hazard control work, addressed above. The PM will clearly identify work addressed as lead hazard control and work addressed as HH in any invoicing for reimbursement and for documentation in the unit file.

Access to Services for Persons with Limited English Proficiency

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting federal agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Contractor must take reasonable steps to ensure that LEP persons have meaningful access to Contractor’s programs, services and activities under this Agreement. The City maintains a Limited English Proficiency (LEP) Plan, through the Office of Economic Development, to ensure compliance with Title VI and will provide services to DURA necessary for compliance.