

CONTRACT AMENDMENT #2**SIGNATURE AND COVER PAGE(S)**

State Agency: Colorado Department Of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246				Original Contract Number: 2022*0222		
Contractor: City and County of Denver Denver Department of Public Health and Environment 200 W. 14th Avenue Denver, CO 80204				Amendment Contract Number: 2022*0222 AMD #2		
Contract Performance Beginning Date: July 1, 2021				Current Contract Expiration Date: June 30, 2024		
CONTRACT MAXIMUM AMOUNT TABLE						
Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2022*0222	\$0.00	\$194,574.05	\$0.00	7/1/21-6/30/22	\$194,574.05
Amendment #1	2022*0222 AMD #1	\$0.00	\$181,056.69	\$0.00	7/1/22-6/30/23	\$181,056.69
OL #1	2022*0222 OL #1	0.00	-\$6,376.75	0.00	6/20/22-6/30/22	-\$6,376.75
Amendment #2	2022*0222 AMD #2	0.00	\$180,586.56	0.00	7/1/23-6/30/24	\$180,586.56
Current Contract Maximum Cumulative Amount						\$549,840.55

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

CONTRACTOR City and County of Denver (see incorporated Supplemental Signature Page attachment) _____ By: Signature _____ Name of Person Signing for Contractor _____ Title of Person Signing for Contractor Date: _____	STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director _____ By: Signature _____ Name of Executive Director Delegate _____ Title of Executive Director Delegate Date: _____
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In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of State Controller Delegate

Title of State Controller Delegate

Contract Effective Date: _____

-- Signature Page End --

1. PARTIES

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown under the State Controller Signature. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **July 1, 2023**, whichever is later, and shall terminate on the termination of the Contract or **June 30, 2024**, whichever is earlier.

4. PURPOSE

The Parties entered into the agreement to provide air pollution monitoring activities including inspections, responding to stationary source complaints, issuing open burn permits, performing asbestos project inspections and chlorofluorcarbon (CFC) inspections.

The Parties now desire to renew for an additional term and change current Contract Maximum Total for the following reason: to extend for an additional term.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.

- B. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- C. The Parties now agree to modify Exhibit B, Statement of Work, of the agreement Exhibit B, is deleted and replaced in its entirety with Exhibit B, attached to this Amendment for the following reason: to modify activities.
- D. The Parties now agree to modify Exhibit C, Budget, of the agreement., Exhibit C, Budget, is deleted and replaced in its entirety with Exhibit C, attached to this Amendment for the following reason: to modify Budget.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

STATEMENT OF WORK
To Original Contract Number 2022*0222

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Entity Name: City and County of Denver, Denver Department of Public Health and Environment

II. Project Description:

This project serves to allow the Contractor to perform the following air pollution control and reduction activities acting as a delegated agent of the Air Pollution Control Division (APCD): Conducting inspections, records review and compliance evaluations of sources of air pollution emissions; Responding to and investigating stationary source complaints; Administering an open burning permit program; Conducting routine and complaint inspections to comply with the chlorofluorocarbon (CFC) Program; Conducting routine inspections of permitted asbestos abatement projects and demolition projects, as well as responding to complaints and spills.

This is an environmental project that will benefit the citizens of the state of Colorado by determining compliance with the Clean Air Act and Colorado Air Quality Control Commission regulations to protect public health. Reducing pollution and improving air quality is a key part of the strategic plan for the Colorado Department of Public Health and Environment, with a vision of making Colorado the healthiest state with the highest quality environment. This project is one part of an ongoing statewide effort to accomplish this vision.

III. Definitions:

1. APCD – Air Pollution Control Division
2. CDPHE - Colorado Department of Public Health and Environment
3. CFC - Chlorofluorocarbon is used in this document to refer to ozone depleting compounds regulated by Colorado's Air Quality Control Commission's Regulation number 15 – Control of Emissions of Ozone-Depleting Compounds
4. CFR - Code of Federal Regulations
5. EPA - Environmental Protection Agency
6. NAAQS – National Ambient Air Quality Standards
7. NSID - New Site Identification

For the purpose of determining asbestos inspection hours, the following definitions apply:

1. A FULL abatement inspection is one in which the inspector enters the enclosure, dressed in protective clothing and wearing respiratory protection, for the purpose of observing work practices and waste handling techniques while removal, encapsulation or enclosure is occurring.
2. A PARTIAL abatement inspection is one in which the inspector does not enter containment.
3. A PRE-ABATEMENT inspection is one in which the inspector arrives at the site after construction of the containment has begun but before removal, encapsulation or enclosure has begun.
4. A POST-ABATEMENT inspection is one in which the inspector arrives at the site after the removal, encapsulation or enclosure has been completed, but before the containment has been taken down. The inspector must arrive in time to conduct a complete visual inspection.
5. A COMPLAINT inspection is one in which the Contractor is investigating a report of violations or potential violations.
6. A RE-INSPECTION is an inspection conducted for the purpose of determining whether or not previously encountered violations have been corrected.
7. INSPECTION RELATED ACTIVITIES include those activities directly related to an asbestos abatement project that is taking place or may take place, such as telephone calls, meetings and pre-abatement site visits, subject to the discretion of APCD, whose decision is final.

EXHIBIT B**IV. Work Plan:**

Goal: To improve and protect the air quality in Colorado through the development and implementation of cost-effective and efficient air pollution control measures that are consistent with the requirements of state and federal law. Objective #1: (Stationary Sources) No later than the expiration date of this contract, the Contractor shall inspect stationary sources in Colorado for compliance with applicable statutes, emission control regulations and emission permit conditions.	
Primary Activity #1	The Contractor shall conduct inspections.
Sub-Activities #1	1. The Contractor shall conduct the total number of inspections as stated in the Budget for compliance. a. The current inspection list can be found in the CACTIS database, which can be accessed at https://remote.dphe.state.co.us/RDWeb/Pages/en-US/login.aspx?ReturnUrl=/RDWeb/Pages/en-US/Default.aspx. Changes to the list may occur during the contract year without modifying the contract so long as the change is for an equivalent source type (e.g. minor source for minor source) and the Division approves the change prior to adjusting the list. 2. The Contractor shall recommend enforcement of sources. 3. The Contractor shall provide surveillance of sources. 4. The Contractor shall investigate complaints within the Contractor's jurisdiction as appropriate. a. The Contractor shall perform site visits to the location of the complaint. b. The Contractor shall enter all complaints into the Stationary Source Program's CACTIS database using VMware View Client software (previously installed with the Contractor) noting: i. the date of the complaint, ii. source of the complaint, iii. the complainant's information, iv. subsequent investigation of the complaint, and v. resolution of the complaint. c. The Contractor shall pursue enforcement actions when dictated by inspections or complaint investigations. i. All data and information gathered by the Contractor that shows the source may be violating any applicable statute, air quality control regulation, or permit condition shall be transmitted to APCD electronically by the Contractor for review and follow up by APCD. ii. APCD will work with the Contractor in the issuance of all Compliance Advisories, Notices of Violation (NOV), Compliance Orders, or Early Settlement Agreements as appropriate. 5. The Contractor shall provide air pollutant emission notice forms to sources within their appropriate area(s). a. These forms can be downloaded from the APCD's website at https://cdphe.colorado.gov/apens-and-air-permits and are incorporated and made part of this contract by reference.
Primary Activity #2	The Contractor shall review permit requests from individuals to open burn.
Sub-Activities #2	The Contractor shall issue or deny permits to open burn to individuals within the Contractor's jurisdiction.
Primary Activity #3	The Contractor shall conduct training as required for performance of the activities above.

EXHIBIT B

Objective #2: (Asbestos) No later than the expiration date of this contract, ensure compliance with AQCC Regulation No. 8, Part B, Asbestos.	
Primary Activity #1	The Contractor shall conduct inspections of asbestos related projects to ensure compliance with applicable statutes, the Colorado Air Quality Control Commission's ("AQCC") Regulation No. 8, Part B, Asbestos, and permit conditions.
Sub-Activities #1	1. The Contractor shall conduct routine asbestos inspections. 2. The Contractor shall respond to complaints, spills and other emergencies. 3. The Contractor shall conduct site visits as necessary based on asbestos permits and demolition notices received from APCD. 4. The Contractor shall provide APCD with the asbestos Notice of Inspection forms and the "Asbestos Activities Summary" form previously approved by APCD. 5. The Contractor shall provide enforcement assistance (as specified below in the Standards and Requirements Section) to APCD regarding sources which are subject to the provisions of the AQCC regulation, unless otherwise specified or provided herein.
Objective #3: (CFC Program) No later than the expiration of this contract, ensure compliance with applicable statutes and AQCC Regulation No. 15.	
Primary Activity #1	The Contractor shall conduct inspections.
Sub-Activities #1	1. The Contractor shall conduct inspections of stationary source air conditioning and refrigeration equipment and technicians that are subject to the regulation; a. The Contractor shall notify APCD in writing of all complaints received. b. The Contractor shall investigate complaints that warrant follow-up inspections. c. The Contractor shall communicate with APCD to create a list of new source identification (NSID) sites to conduct inspections. 2. The Contractor shall conduct inspections of motor vehicle air conditioning and refrigeration repair shops and motor vehicle salvage facilities which are subject to the regulation. a. The Contractor shall notify APCD in writing of all complaints received. b. The Contractor shall investigate complaints that warrant follow-up inspections. c. The Contractor shall communicate with APCD to create a list of new source identification (NSID) sites to conduct inspections.
Standards and Requirements	1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. Objective 1: Stationary Sources a. The Contractor shall perform compliance inspections to verify that the sources comply with AQCC Regulation Nos. 1, 2, 3, 6, 7, and 8E https://cdphe.colorado.gov/aqcc-regulations, which are incorporated and made part of this Contract by reference. b. Air pollutant emission notice forms are available from the APCD website https://cdphe.colorado.gov/apens-and-air-permits, which is incorporated and made part of this contract by reference. c. The Contractor shall assist the division in any enforcement actions related to their sources. d. Contractor shall perform site visits to the air pollution emission sources to fulfill the inspection requirements for the current contract year. e. The Contractor shall verify that employees who provide odor and opacity violation inspections attend the required certification sessions provided by APCD during the contract period in accordance with the Stationary Sources Program Training Plan.

EXHIBIT B

	f. The Contractor shall verify to the extent practicable, a State Certified Opacity and Odor Observer is on staff at all times. g. Inspections and inspection reports shall be of Full Compliance Evaluation quality, as described in EPA's Clean Air Act Stationary Source Compliance Monitoring Strategy, July, 2014. The most recent version of this document was sent via e-mail to the Contractor. h. All inspections shall be submitted using Microsoft (MS) Word 2000® software or subsequent newer versions of this software. i. The Contractor shall issue burn permits according to policies issued by APCD in connection with the enforcement and administration of the Air Quality Control Commission's Regulations Nos. 1 through 9 https://cdphe.colorado.gov/aqcc-regulations concerning air pollution emission permits and open burning permits, which is incorporated and made part of this Contract by reference. j. All monthly reports for the Field Services Unit shall be submitted electronically in a format specified by APCD. k. APCD reserves the right to modify procedures for the enforcement of the applicable regulations consistent with policy statements issued by APCD and to provide forms to be used to implement said policy. l. To enable the Contractor to execute the duties as specified in this Contract, the Contractor is hereby delegated authority to enter with the consent of the property owner or with a warrant, to public or private property to make inspections, conduct tests, or examine books and records. m. In the event that a warrant is required to gain access to the property, the Contractor shall notify APCD and obtain written approval prior to making application for a search warrant to the court. 3. Objective 2: Asbestos a. The Contractor shall conduct inspections and provide enforcement and surveillance of sources in accordance with the provisions of 25-7-501 to 25-7-512 C.R.S., the AQCC Regulation No. 8, Part B, https://www.colorado.gov/pacific/cdphe/aqcc-regs, and permit conditions, unless otherwise specified or provided herein. The regulation is incorporated and made part of this contract by reference. b. APCD will be responsible for writing and sending all Notice of Alleged Violation (NOAV) letters, Warning Letters and Compliance Determination Letters (CDL) The Contractor, upon request by the APCD, may be asked to help prepare these documents. c. The Contractor shall participate in all NOAV conferences, Compliance Advisory meetings and adjudicatory hearings for enforcement actions initiated by the Contractor unless APCD relieves them of their responsibility. The Contractor shall respond, in a timely manner, to all asbestos-related complaints, spills and emergencies within their jurisdiction unless the State relieves them of the responsibility to do so. d. The Contractor shall ensure that its employee(s) who conduct asbestos inspections undergo annual medical monitoring, a lung function test and respirator fit testing and use properly fitted respirators and protective clothing whenever conducting asbestos inspections or investigating asbestos complaints, spills and emergencies. e. The Contractor shall ensure that its employee(s) who conduct asbestos inspections attend the EPA 3-day asbestos inspector training course, or an equivalent course <i>approved in advance</i> by the APCD, prior to conducting asbestos inspections. Any employee conducting asbestos inspections shall maintain the required annual refresher training in the appropriate discipline. The employee shall also be required to participate in co-inspections with APCD asbestos inspectors, as necessary to ensure competence, prior to conducting unsupervised asbestos inspections pursuant to this contract.
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EXHIBIT B

	f. The State reserves the right to modify procedures for the enforcement of the applicable regulations consistent with policy statements issued by the State and to provide forms to be used to implement said policy. g. The Contractor shall use the “Regulation No.8 Part B Notice of Inspection” form, in the performance of the services as specified in this Contract, unless prior written approval is granted by the State authorizing the use of alternate forms. When available, the new asbestos/lead database may require the direct input of data from county inspections. Staff will be trained on the use of the new database as part of their contract hours. 3. Objective 3: CFC Program a. The Contractor shall verify compliance with the following which are incorporated and made part of this Contract by reference and are located as shown: i. Air Quality Control Commission (AQCC) Regulation No. 15 https://www.colorado.gov/pacific/cdphe/aqcc-regs b. The Contractor shall perform inspections at sites listed in the CFC application at http://cdphe-cfc.appspot.com/ , as well as at any newly identified sites. The Contractor may select sites in order to fulfill the total number of hours of CFC Activities stated in the contract budget. The Contractor shall prioritize inspection of sites not inspected during the previous 12 months. The Contractor shall prioritize complaint inspections and shall complete them as soon as practicable. In addition to the guidelines provided in Exhibit A, Additional Provisions, contractor time will be reimbursed as follows. i. Actual time spent on APCD-approved CFC related training ii. Actual time spent on complaint investigations, enforcement and new source identification The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. c. With the exception of complaints, inspections of motor vehicle air conditioning repair shops shall be conducted by the Contractor from July – September and April – June. d. Inspections of motor vehicle salvage facilities shall be conducted by the Contractor throughout the contract year. e. All employees who conduct stationary and mobile sources CFC inspections shall be trained either by the APCD or by a local agency inspector trained by the APCD. All training related to CFC shall be pre-approved in writing by the APCD’s CFC program and shall be devoted to CFC related work. i. Types of training may include: Industry sponsored events, APCD oversight inspections, field training, or other APCD sponsored training. ii. <u>CFC program staff will provide additional assistance as needed.</u> iii. The Contractor shall notify the CFC program staff when temporary employees and interns are to be utilized for CFC inspections. When possible, the CFC program shall be notified in writing prior to the employment of such individuals. f. The CFC database requires the direct input of data from the Contractor’s inspections. All routine and complaint-related CFC inspections shall be entered into the CFC database by the Contractor when completed. g. The final report shall include a summary of the reports previously submitted to the State as required by this Contract.
Expected Results of Activity(s)	To successfully monitor and regulate sources of air pollution emissions and determine compliance with EPA regulations to protect air quality in Colorado.

EXHIBIT B

Measurement of Expected Results	1. Objective 1: Stationary Sources a. Monthly reports of activities using the form(s) supplied by the State b. Electronic copies of field inspection reports for all inspection performed during the current contract year. 2. Objective 2: Asbestos a. Monthly reports of activities using the form(s) supplied by the State. 3. Objective 3: CFC Program a. Monthly reports and completed inspection database updates	
Completion Date		
Deliverables	1. Objective 1: Stationary Sources a. A monthly report indicating the number of field inspections, complaint investigations and open burning permit applications reviewed for each preceding month shall be submitted electronically to the APCD Compliance & Enforcement Contract Coordinator. An email and mailing address will be provided.	By the 15 th of each subsequent month
	b. Electronic copies of all field inspection reports for sources inspected shall be submitted via email to the APCD Compliance & Enforcement Contract Coordinator and shall be of Full Compliance Evaluation quality. An email address will be provided.	No later than 45 calendar days after completion of the inspection
	2. Objective 2: Asbestos a. All inspection reports shall be submitted via email, in chronological order, to APCD Indoor Environment Program contact on a monthly basis.	No later than 15 business days from the end of the month following the inspections.
	b. Summary sheet forms shall be submitted with the inspection reports, listing all asbestos related inspections chronologically and all other asbestos related activities for which the Contractor is seeking reimbursement.	No later than 15 business days from the end of the month following the inspections.
	3. Objective 3: CFC Program a. A monthly report of activities for the Contractor’s CFC program for each month shall be submitted via email to the APCD CFC Program Contact.	No later than 15 business days from the end of the month the activities are completed.
	b. All inspection information shall be entered into the CFC database by the Contractor.	No later than 10 business days following the date the inspection is completed.
	c. A final report, in narrative form, of program accomplishments shall be submitted as part of the final requests for payment.	No later than 30 calendar days following the end of each project year.

EXHIBIT B**V. Monitoring:**

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by each of the APCD Program's Contract Monitors. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and review of inspection reports along with review of monthly reports. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within (30) calendar days of discovery of a compliance issue. Within (30) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the Field Services Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

FY24 BUDGETCounty: **Denver**

Rate

\$55.84

Activity/Task	Budgeted By	Number of Tasks/Samples	Hours per Task	Total Hours	Hourly Rate	Total
Syn Minor Source Inspections	Tasks	13	12		\$55.84	\$8,711.04
Minor Source Inspections	Tasks	35	8		\$55.84	\$15,635.20
Complaint Investigation	Tasks	271	4		\$55.84	\$60,530.56
Open Burning Permits	Tasks	10	2		\$55.84	\$1,116.80
Professional Training Activities	Tasks	18	8		\$55.84	\$8,040.96
Asbestos Activities	Hours			1300	\$55.84	\$72,592.00
CFC Activities	Hours			250	\$55.84	\$13,960.00
Total		347	34	1550		\$180,586.56

Contract Control Number:

ESEQD-202368067-02 / ENVHL-202158690-02

Contractor Name:

Colorado Department Of Public Health and Environment

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:

ESEQD-202368067-02 / ENVHL-202158690-02

Contractor Name:

Colorado Department Of Public Health and Environment

-The contractor has provided their own signature page and is incorporated into this agreement-