

STATE OF NORTH CAROLINA

CONTRACTOR'S FEDERAL I.D.

COUNTY OF WAKE

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THIS SERVICE CONTRACT is hereby made and entered into this **1st day of July, 2011**, by and between the **City of Durham**, hereinafter referred to as "CONTRACTOR", and North Carolina Department of Environment and Natural Resources, hereinafter referred to as "DEPARTMENT".

A. This agreement consists of the Contract and its attachments, all of which are identified by name as follows:

- (1) Service Contract No. 3927
- (2) Scope of Work and/or Proposal and/or Contractor's Bid Offer (Attachment A)
- (3) Federal Certifications Regarding Lobbying, Debarment, Drug Free Workplace, Environmental Tobacco Smoke (Attachment B)

B. These documents constitute the entire agreement between the DEPARTMENT and CONTRACTOR and supersede all prior oral or written statements or agreements. Both parties may enter into Contract Amendments in accordance with the following paragraph.

C. The DEPARTMENT may, from time to time, request changes in the scope of the services of the CONTRACTOR to be performed under this agreement. Such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation, which are mutually agreed upon by and between the CONTRACTOR and the DEPARTMENT, shall be incorporated in written amendments to this contract.

D. In the event of a conflict between terms of the Contract Documents, the term in the Contract Document with the highest relative precedence prevails. The order of precedence is established by the order of documents in Paragraph A, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.

W I T N E S S E T H:

THAT WHEREAS, the CONTRACTOR has submitted to the DEPARTMENT a proposal for the performance of certain technical or professional services; and

WHEREAS, the DEPARTMENT desires to enter into a contract with the CONTRACTOR to perform the services set out in the proposal;

NOW, THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree as follows:

1. The CONTRACTOR hereby agrees to perform, in a manner satisfactory to the DEPARTMENT, services to CITY OF Durham **HUD Lead Hazard Control Grant** as described in Attachment A which is incorporated as part of this contract.

2. The services of the CONTRACTOR are to commence on the **1st day of July, 2011** and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this agreement, but in any event, all of the services required hereunder shall be completed on **the 28th day of February, 2014**.

3. The DEPARTMENT hereby agrees to pay the CONTRACTOR a sum of money not to exceed **THREE HUNDRED FIFTY SIX THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$356,550.00)**, said sum to be full and complete compensation for services rendered under this agreement.

This amount consists of:

Type of Funds	Funding Source	CFDA No.
Federal Grant	HUD Lead Hazard Control Grant	14.900

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$356,550.00	1601	532199020	147547662011

(a) Payment for services will be made upon receipt of invoice(s) from the CONTRACTOR documenting the costs incurred in the performance of work under this contract and approval of services and invoice(s) by the DEPARTMENT'S Contract Administrator.

(b) All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated above. CONTRACTOR must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

(c) Invoices are to be submitted to the Contract Administrator at least quarterly. Final invoice must be received by the DEPARTMENT within 45 days after the end of the contract period.

(d) Amended or corrected invoices must be received by the Office of the Controller within six months after the end of the contract period. Invoices received more than six months after the end of the contract period will be returned without action.

4. The CONTRACTOR shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the DEPARTMENT.

5. Each Party submits notices, questions and correspondence to the other Party's Contract Administrator. The name, post office address, street address, telephone number and email address of the Parties' initial Contract Administrators are set out below. Either Party may change the

name, post office address, street address, telephone number or email address of its Contract Administrator by giving timely written notice to the other Party.

Any changes in the scope of the contract which increase or decrease the CONTRACTOR'S compensation shall not be effective until approved through written amendments processed by the DEPARTMENT'S Division of Purchase and Services.

<p>Department Contract Administrator:</p> <p>Beverly Baldinger NC DENR Environmental Health 2229 North Old Carriage Road Rocky Mount, NC 27804 Telephone: 252-200-4664</p> <p>Email: beverly.baldinger@ncdenr.gov</p>
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<p>Contractor Contract Administrator:</p> <p>Donald Ham City of Durham 807 E. Main Street, Suite 2-200 Durham, NC 27701 Telephone: 919-560-4570 Fax: 919-560-4090 Email: Donald.ham@durhamnc.gov</p>	<p>Contractor Principal Investigator or Key Personnel</p> <p>Same</p>
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6. The CONTRACTOR shall not substitute key personnel assigned to the performance of this contract without prior approval by the Department Contract Administrator.

7. None of the work to be performed under this contract which involves the specialized skill or expertise of the CONTRACTOR or his employees shall be subcontracted without prior approval of the Contract Administrator. In the event the CONTRACTOR subcontracts for any or all of the services or activities covered by this contract: (a) the CONTRACTOR is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the CONTRACTOR to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

8. The CONTRACTOR shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

9. The CONTRACTOR shall take affirmative action in complying with all federal and state requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.

10. If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner the obligations under this agreement, the DEPARTMENT shall there upon have the right to terminate this contract by giving written notice to the CONTRACTOR of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR shall, at the option of the DEPARTMENT, become its property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The CONTRACTOR shall not be relieved of liability to the DEPARTMENT for damages sustained by the DEPARTMENT by virtue of any breach of this agreement, and the DEPARTMENT may withhold payment to the CONTRACTOR for the purpose of set off until such time as the exact amount of damages due the DEPARTMENT from such breach can be determined.

11. This contract may be terminated by either party upon thirty (30) days notice given in writing by one party to the other. If the contract is terminated, all finished or unfinished documents and other materials shall, at the option of the DEPARTMENT, become its property. Termination of the contract by the CONTRACTOR shall not prohibit the DEPARTMENT from seeking remedy for additional costs consequential to the termination, which are incurred by the DEPARTMENT. If the contract is terminated by the DEPARTMENT as provided herein, the CONTRACTOR will be paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the CONTRACTOR covered by this agreement; for costs of work performed by subcontractors for the CONTRACTOR provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The CONTRACTOR shall repay to the DEPARTMENT any compensation he has received which is in excess of the payment to which he is entitled herein.

12. The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the DEPARTMENT. The expenditure of money deposited in the State treasury is subject to acts of appropriation by the General Assembly [G.S. 143C-7-1(b)].

13. The CONTRACTOR shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the CONTRACTOR in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the CONTRACTOR provided that the CONTRACTOR is notified in writing within 30 days that the State has knowledge of such claims. The CONTRACTOR represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of CONTRACTOR goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

14. Any information, data, instruments, documents studies or reports given to or prepared or assembled by the CONTRACTOR under this agreement may be published by the

CONTRACTOR or its employees, or distributed by the CONTRACTOR to any other individual or organization. Prior to entering into an agreement to publish, or prior to publishing, the CONTRACTOR or its employees shall give the DEPARTMENT a reasonable opportunity to review any such proposed publication solely for the purpose of determining if the DEPARTMENT wishes to be given credit for its funding role in the preparation of any such information, data, instruments, documents, studies, or reports. If the DEPARTMENT determines that it wishes to be given credit, then CONTRACTOR shall take all necessary steps to assure that credit is given by the publisher. Otherwise, the CONTRACTOR may proceed to enter into any agreement to publish, or may publish, but shall not acknowledge any participation by the DEPARTMENT.

15. The CONTRACTOR shall ensure that all publications produced as a result of this contract are printed double-sided on recycled paper.

16. Upon the entering of a judgment of bankruptcy or insolvency by or against the CONTRACTOR, the DEPARTMENT may terminate this agreement for cause.

17. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

18. The CONTRACTOR shall not assign or transfer any interest in this agreement.

19. No reports, maps or other documents produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

20. The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

21. The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of three years following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

22. The CONTRACTOR agrees that he shall be responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

23. The undersigned represent and warrant that they are authorized to bind their

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you (Contractor) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN WITNESS WHEREOF, the CONTRACTOR and the DEPARTMENT have executed this agreement in two (2) originals, one (1) of which is retained by the CONTRACTOR and one (1) of which are retained by the DEPARTMENT, the day and year first above written.

City of Durham

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

Dee Freeman, Secretary

By _____
Contractor's Signature

By _____
Department Head's Signature or Authorized Agent

Typed / Printed Name

Michael G. Bryant

Typed / Printed Name

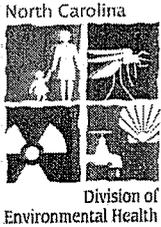
Title

Director, Division of Purchase & Services

Title

Approved as to Form:
Attorney General of North Carolina

ORIGINAL



Division of Environmental Health

Terry L. Pierce, Director

Environmental Health Services Section
Bart Campbell, Section Chief

State of North Carolina
Michael F. Easley, Governor

Department of Environment and
Natural Resources
William G. Ross, Secretary

SCOPE OF WORK

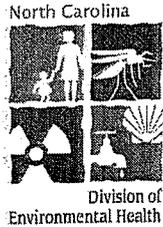
A. INTRODUCTION: All activities authorized by this contract will be performed in accordance with the goals and objectives set forth by the conditions, assurances, and requirements set forth by the HUD Lead-Based Paint Hazard Control Grant Number NCLHB0469-10 as detailed in the provisions of the State's application.

BACKGROUND: The North Carolina Department of Natural Resource Children's Environmental Health Branch (NC DENR CEHB) submitted an application for a Federal Grant for Lead-Based Paint Hazard Control Funds to carry out a lead hazard control program on private housing involving low to very-low-income families with children under the age of six years. The Goals and Objectives of N.C. DENR CEHB Lead Hazard Control Program: 1) Eliminate and/or the control of all identified lead hazards in one hundred forty six-(146) housing units involving low to very-low income families with children under six years of age; 2) conduct recruitment and training of minority and low-income Section 3 residents for RR&P, lead contractors and workers and to the greatest extent feasible, promote employment and other economic opportunities to low income persons where the projects are located; 3) promote cost effective lead hazard control methods so that these approaches can be replicated; 4) conduct outreach programs; 5) implement programs which will effectively increase the number of children screened for lead poisoning; 6) develop and implement a primary prevention program which identifies children under six years of age who have blood lead levels of 5 ug/dL < 9 ug/dL involving interventions and health educators; 7) implementation of a Preventive Maintenance Program; 8) develop a comprehensive fair housing training initiative by conducting workshops and training seminars to housing providers and civic and community-based organizations; 9) build local capacity by providing lead training and awareness statewide; 10) promote data sharing and targeting between NC DENR CEHB and statewide housing agencies; 11) address healthy homes issues, including energy conservation, in the rehab specifications, and 12) develop a marketing campaign that will facilitate healthy home units, including lead-safe units to families with young children.

B. SCOPE OF WORK:

The CITY OF DURHAM, DEPARTMENT OF COMMUNITY DEVELOPMENT, (Provider) will provide the following services:

1. Conduct lead hazard control work activities in conjunction with its Community Development and Housing Department Program. This working partnership between the NC DENR CEHB HUD Lead Grant and the CITY OF DURHAM, DEPARTMENT OF COMMUNITY DEVELOPMENT, will involve up to thirty (30) units.
2. Up to \$8,000.00 per unit for lead hazard control work activities of Lead-Based Paint Hazard Control Funds has been programmed for a total of up to two hundred forty thousand dollars (\$240,000.00) for the above service. In addition, up to \$1,000.00 per unit for reimbursement of relocation expenses for a total of \$30,000.00, 10% administrative expenses for a total of up to \$24,000.00, lead inspection/risk assessment/clearance examinations/dust samples for a total of up to \$42,000.00, and reimbursement for healthy homes issues as described in the Work Plan at \$685.00 per unit for a total of up to \$20,550.00 that has been programmed for a grand total of \$356,550.00 for the above services
3. At minimum, the CITY OF DURHAM, DEPARTMENT OF COMMUNITY DEVELOPMENT, will



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provide CEHB with at least 5-7 addresses per quarter for enrollment in the HUD Grant. At a maximum the CITY OF DURHAM, DEPARTMENT OF COMMUNITY DEVELOPMENT, will provide 30 addresses in the first year for enrollment.

4. A Quarterly Report will be submitted to the Program Manager no later than the 5th day of each quarter (April, July, October, January) so that DENR may judge if their goals are being met.

The CITY OF DURHAM, DEPARTMENT OF COMMUNITY DEVELOPMENT, will provide the following service for its matching fund contribution:

1. Will provide up to \$60,000 of Community Development Block Grant (CDBG) funds for 30 units as leveraged funds for housing rehabilitation involved in the Lead-Based Paint Hazard Control Program that are undergoing lead hazard control work activities. The total matching/leveraged funds contribution from the CITY OF DURHAM, DEPARTMENT OF COMMUNITY DEVELOPMENT, COMMUNITY DEVELOPMENT AND HOUSING DEPARTMENT PROGRAM is up to sixty thousand dollars (\$60,000.00).

WORK TO BE PERFORMED

- a) In a timely and satisfactory manner as determined by the NC DENR CEHB, perform the work program described by the goals and objectives set forth in Scope of Work.

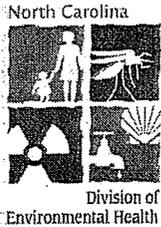
2. **COMPLIANCE WITH APPROVED PROGRAM**

- a) All activities authorized by this Agreement will be performed in accordance with the goals and objectives set forth in the Scope of Work and the conditions, assurances, and requirements set forth in HUD Lead-Based Paint Grant (LBPG) NCLHB0469-10 as detailed in the provisions of the NC DENR CEHB application. The Provider further agrees that it will notify the NC DENR CEHB prior to undertaking any activity or authorizing an expenditure that is not clearly consistent with the terms of this Agreement and its appendices and/or with the conditions, assurances, and requirements of HUD LBPG Program Grant No. NCLHB0469-10 and that no such activity or expenditure of a questionable nature shall be authorized without prior approval of NC DENR CEHB.

3. **REPORTS, RECORDS, MONITORING, AND EVALUATION**

The Provider agrees to prepare, retain for a period of at least three (3) years and permit access by the NC DENR CEHB, HUD, and the Comptroller General to inspect, as deemed necessary, program records, which includes the following:

- a) Final records and documentation sufficient to support payment of expenses,
- b) Property inventories,
- c) Meeting announcements, agendas, and minutes,
- d) Time sheets and personnel records,



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- e) Documentation supporting Provider's accomplishments in the conduct of the project,
- f) All specifications, advertisements, and terms of contracts for goods and services procured by the Provider in the conduct of the project, and
- g) Documentation of the Provider's continued compliance with the HUD requirements.
- h) Regular on-site visits by NC DENR CEHB to the Provider to monitor the progress of the activities delegated under the terms of the Agreement, to review compliance with terms of the Agreement, and to offer assistance in the conduct of the project.
- I) Any special monitoring or evaluation activities made necessary by the imposition by the NC DENR CEHB or HUD of additional reasonable requirements pursuant to HUD Grant No. NCLHB0469-10.

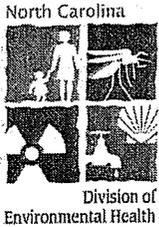
4. COMPLIANCE WITH STATE AND LOCAL LAWS

The Provider shall comply with all applicable laws, ordinances, and codes of state and local governments.

5. OTHER CONDITIONS

The Provider agrees to comply with the following conditions:

- a) None of the work or services authorized by this Agreement shall be contracted without prior approval of the NC DENR CEHB.
- b) The NC DENR CEHB will be provided with copies of plans, reports, studies, or other documentation signifying and giving evidence of the completion of the activities authorized by the terms of this Agreement at such time as the Provider has fulfilled its responsibilities in executing the terms of this Agreement.
- c) Provider agrees to save the NC DENR CEHB harmless from any and all liabilities or claims caused by or resulting from Provider's obligations or activities in furtherance of work described herein. Provider will reimburse the NC DENR CEHB for any judgments that may be obtained against the NC DENR CEHB resulting from the work hereunder or the use of any work product of the Provider including judgments or infringement of patent or copyright rights. Provider agrees to defend against any such claims or legal actions if called upon by the NC DENR CEHB to do so.
- d) As required by HUD's Appropriations Act, salary payments to consultants under this instrument shall not exceed the equivalent of the maximum daily rate paid to level IV of



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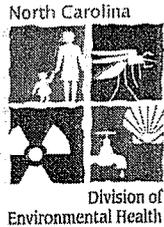
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the Executive Schedule for Federal Employees. This limitation refers to consultants hired through the grantee's personnel system, but not to consultants who perform as independent contractors.

The Provider hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of Federal funds for this federally assisted program. Also, the Provider gives assurances and certifies with respect to the grant that:

1. Provider possesses legal authority to execute the Lead-Based Paint Grant (LBP) Program activities outlined in the Provider's Scope of Work.
2. Provider's governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the Provider to enter into the Agreement and all understandings and assurances contained therein, and directing the representative of the Provider to provide such additional information as may be required.
3. The grant will be conducted and administered in compliance with:
 - a) The acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
 - b) The regulations, policies, guidelines and requirements of OMB Circular Nos. A-122, 24 CFR Part 85 and A-133 as they relate to the acceptance and use of Federal funds under this federally assisted program. The grant activity will be a part of the Provider's annual audit and that audit will be submitted to the NC DENR CEHB.
 - c) The provisions of the National Environmental Policy Act of 1969; and the regulations issued pursuant thereto.
4. No member of or delegate to the congress of the United States shall be admitted to any share or part of the Agreement or to any benefit to arise from same.
5. No member, officer or employee of the NC DENR CEHB, or its designees or agents and no member, officer or employee of the Provider or its designees or agents who exercise any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program assisted under this Grant, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
6. Provider will give HUD and the Controller General or any authorized representative access to and the right to examine all records, books, papers or documents for three (3) years after the close of the grant.



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7. All official Products of Work, or any part thereof, and any Independent Products and Special Products arising out of this grant when published by the Provider shall contain the following acknowledgment and disclaimer.

“The work that provided the basis for this publication was supported by funding under a grant with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the government.”

8. Products of Work are all interim and final reports and information, data analyses, special methodology, findings and their related documents and work products, including reports, work sheets, survey instruments, computer tapes, and any other physical materials and products produced directly under this grant, and as such are owned by the Government and held for the benefit of the public.

Official Products of Work, quotations therefrom, para-phrasing, or disclosures of interim findings may not be published without the approval of the NC DENR CEHB for a period of sixty (60) days after acceptance of the product by HUD. Thereafter, the Provider shall be free to publish without HUD or NC DENR CEHB approval.

9. Two copies of all press releases, formal announcements, and other planned written issuance's containing news or information concerning this grant that may be made by the Provider, its staff, any of its sub-contractees, or any other person or organization participating in the work of this grant shall be provided to the NC DENR CEHB one month prior to publication or dissemination. News releases and other public announcements may not disclose any interim findings or quote or paraphrase any part of any Official Product or Work without complying with paragraph above.

10. If the work from this Agreement results in any copyrightable material or inventions, the NC DENR CEHB and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

11. This certification applies to any grant or cooperative agreement using funds appropriated under section 103 of the Housing and Community Development Act of 1974 (42 U.S.C. 5304).

12. Patent rights are as specified in 37 CFR Part 401, entitled “rights to inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements.”

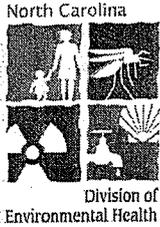
Inquiries regarding this Patent Rights clause should be in writing and directed to:

Grants Officer
Office of Healthy Homes and Lead Hazard Control

1632 Mail Service Center, Raleigh, North Carolina 27699-1632
Phone (919) 733-2884 / Fax (919) 715-4739

An Equal Opportunity / Affirmative Action Employer

One
North Carolina
Naturally



Division of Environmental Health

Terry L. Pierce, Director

Environmental Health Services Section

Bart Campbell, Section Chief

Attachment A
DENR Contract 3927

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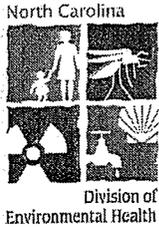
Department of Environment and
Natural Resources
William G. Ross, Secretary

U.S. Department of Housing and Urban Development
451 Seventh Street SW
Washington, D.C. 20410-3000

SPECIAL CONDITIONS CLAUSE FOR LEAD-BASED PAINT HAZARD EVALUATION OR CONTROL ACTIVITIES

Provider conducting lead-based paint hazard evaluation or control activities agrees to comply with the following special requirements:

- a) Comply with Section 1101 of Title X, Grants for Lead-Based Paint Hazard Reduction, as amended by section 217 of Public Law 104-134, if the grant is under the Lead-Based Paint Hazard Control, Lead Hazard Reduction Demonstration Grant, or Operation Lead Elimination Action Program: Such grantees shall provide assistance for housing which meets the following criteria—
 - 1) For grants made to assist rental housing, at least 50 percent of the units must be occupied by or made available to families with incomes at or below 50 percent of the area median income level and the remaining units shall be occupied or made available to families with incomes at or below 80 percent of the area median income level, and in all cases the landlord shall give priority in renting units assisted under this section, for not less than 3 years following the completion of the lead abatement activities, to families with a child under the age of six years, except that building with five or more units may have 20 percent of the units occupied by families with incomes above 80 percent of area median income level:
 - 2) For grants made to assist housing owned by owner-occupants, all units assisted with grants under this section shall be the principal residence of families with income at or below 80 percent of the area median income level, and not less than 90 percent of the units assisted with grants under this section shall be occupied by a child under the age of six years or shall be units where a child under the age of six years spends a significant amount of time visiting.
- b) Develop and implement written procedures for all phases of lead evaluation and control, which are consistent with the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (hereafter known as the Guidelines).
- c) Request and receive formal concurrence from HUD for deviations from the procedures described in the HUD Guidelines. Such deviations may include thresholds for abatement hazard control or post abatement hazard control clean-up procedures, which differ from the HUD Guidelines.
- d) Comply with appropriate HUD and EPA regulations regarding lead-based paint notification, disclosure, or work practices during lead hazard control activities.



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- e) Prohibit the use of open-flame burning, chemical strippers containing methylene chloride, dry scraping, un-contained hydro-blasting or hydro-washing, un-contained abrasive blasting, machine sanding without HEPA attachments or heat stripping above 1100°F as work practices at anytime.
- f) Observe the procedures for worker protection established by the Federal Occupational Safety and Health Administration (29 CFR 1926.62 and/or 1910.1025, as applicable).
- g) Dispose of waste resulting from lead hazard control activities in accordance with the requirements of the appropriate local, State, and Federal regulatory agencies. You must handle disposal of wastes from hazard control activities that contain lead-based paint, but are not classified as hazardous, in accordance with State or local law or the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing.
- h) Conduct lead-based paint inspections, risk assessments, and clearance dust testing, if applicable, according to the HUD Guidelines and the EPA lead hazards standards rule at 40 CFR 745.227(e)(8)(viii) and/or the HUD Lead Safe Housing Rule at 24 CFR 35, subpart R, as applicable. Wipe tests shall be conducted by an appropriately certified or licensed individual who is independent of the lead hazard control contractor. Dust-wipe samples, soil samples and any paint samples to be analyzed by a laboratory must be analyzed by a laboratory recognized by the EPA National Lead Laboratory Accreditation Program (NLLAP). Units or areas treated shall not be reoccupied until clearance is achieved. The dust lead standards are:
 - i) Less than 40 micrograms of lead per square foot on an interior hard-surfaced floor or carpet;
Less than 250 micrograms of lead per square foot on a window sill; and
Less than 400 micrograms of lead per square foot on a window well (clearance only).
- j) Test and record blood-lead levels of all children under the age of six occupying affected units within 6 months prior to the abatement or hazard control and again 6 months after completion. Centers for Disease Control and Prevention (CDC) recommendations for blood lead testing are to be followed. Children with elevated blood levels (EBLs) shall be referred for appropriate treatment and follow-up medical care.
- k) Cooperate with any federally sponsored or endorsed monitoring or evaluation efforts done in conjunction with the Provider's lead hazard control activities under this program. This includes collecting data on the relative cost and effectiveness of hazard control methods and providing documentation of all testing, inspection, and hazard control actions.
- l) If the Provider operates a loan program with the funds provided under this grant, any revenue recaptured from the loan repayments may be retained, and can only be used for lead-based paint abatement or hazard control activities.
- m) Comply with the OHHLHC Policy Guidance Issuance that pertains to specific work practice, management, or reporting requirements.



Division of Environmental Health

Terry L. Pierce, Director

Environmental Health Services Section

Bart Campbell, Section Chief

State of North Carolina
Michael F. Easley, Governor

Department of Environment and
Natural Resources
William G. Ross, Secretary

- n) Provide a copy of all lead-based paint inspection, risk assessment, and clearance test reports to the property owner in order for the property owner to comply with disclosure requirements required under 24 CFR part 35, Subpart A. The letter transmitting these reports must include the statement shown below:

“The Federal Residential Lead-Based Paint Hazard Reduction Act, 42 U.S.C. 4852d, requires sellers and landlords of most residential housing built before 1978 to disclose all available records and reports concerning lead-based paint and/or lead-based paint hazards, including the test results contained in this notice, to purchasers and tenants at the time of sale or lease or upon lease renewal. This disclosure must occur even if hazard reduction or abatement has been completed. Failure to disclose these test results is a violation of the U.S. Department of Housing and Urban Development and the U.S. Environmental Protection Agency regulations at 24 CFR Part 35 and 40 CFR Part 745 and can result in a fine of up to \$11,000 per violation. To find out more information about your obligations under federal lead-based paint requirements, call 1-800-424-LEAD.”

- C. CONTRACT TIME PERIOD:** The time period of this contract is 32 months starting on July 1, 2011 and ending on February 28, 2014.
- D. PAYMENT SCHEDULE:** This contract is on a cost-reimbursable basis not to exceed three hundred fifty-six thousand five hundred fifty dollars (\$356,550.00).
- E. OWNERSHIP OF EQUIPMENT PURCHASED UNDER THIS CONTRACT:** No equipment is to be purchased using the funds from this contract.
- F. DETAILED PROJECT BUDGET:** Up to \$8,000.00 per unit for lead hazard control work activities of Lead-Based Paint Hazard Control Funds has been programmed for a total of up to two hundred forty thousand dollars (\$240,000.00) for the above service. In addition, up to \$1,000.00 per unit for reimbursement of relocation expenses for a total of \$30,000.00, 10% administrative expenses for a total of up to \$24,000.00, lead inspection/risk assessment/clearance examinations/dust samples for a total of up to \$42,000.00, and reimbursement for healthy homes issues as described in the Work Plan at \$685.00 per unit for a total of up to \$20,550.00 that has been programmed for a grand total of \$356,550.00 for the above services.