



REGULAR CITY COUNCIL MEETING

March 13, 2023 at 6:00 PM

City Council Chambers
1600 Avenue M, Hondo, TX

AGENDA

Notice is hereby given that a Regular City Council Meeting of the governing body of the City of Hondo will be held March 13, 2023 at 6:00 p.m. in the City Council Chambers, City Hall at 1600 Avenue M, Hondo, Texas, for the purpose of discussing matters incident and related to the City of Hondo. The following items will be discussed, to-wit:

The public may also access the meeting remotely through video/conference from your computer, tablet or smart phone at: <https://boxcast.tv/channel/aetaajdf64jalxx20o9a>

Persons may submit questions or comments for items on the agenda by email to: sreyes@hondo-tx.org. Questions or comments submitted by email must be received by the city at least 1 hour prior to the scheduled start of the meeting in order to be presented to the City Council during the meeting

1. Call to order.
2. Quorum check.
3. Invocation by Pastor Steve Peyton, New Fountain Methodist Church
4. Pledge of Allegiance.
5. Citizens'/Public Comments: *Persons who desire to address the City of Hondo City Council will be received at this time. Those persons wishing to speak should complete a Public Comment Form and submit it to the City Secretary prior to the meeting. If the speaker wishes to comment on a particular agenda item, then the speaker should indicate such item(s) to on the form. Public comment is limited to 3 minutes per speaker. Speakers must conduct themselves in a civil manner. In accordance with the Texas Open Meetings Act, the City of Hondo City Council cannot deliberate or take action on items not listed on the meeting agenda.*

PRESENTATIONS

6. Years of Service Awards. (Mayor McAnelly)
7. City Manager's Report. (Scott Albert)

8. Public Works Report. (Rene Saenz)
9. Presentation regarding insurance proceeds received for proposed building demolition projects. (Chris Hill)
10. Parks and Recreation Seasonal Update. (Lora Socarras)

CONSENT

11. Discuss and consider approving the minutes from February 27, 2023. (SueAnn Reyes)
12. Discuss and consider Resolution Number 400-23 authorizing approval for the building contractor award for the HOME Program through the Texas Department of Housing and Community Affairs. (Jamie Kindred)
13. Discuss and consider the LCRA Vegetation Management Contract. (Rene Saenz)
14. Renewal of Interlocal Cooperation Agreement between City and Medina County. (Rene Saenz)
15. Discuss and consider making appointments to various boards and commission. (Mayor McAnelly)

OTHER BUSINESS

16. Discuss and Consider approving the revised Airport Layout Plan set. (Ryan Elder)
17. Discuss and consider appropriate action regarding Cemetery Business and Master Plan Proposal by LEES+Associates. (Lora Socarras)
18. Discuss and consider appropriate action regarding a contract with BG Interpool, Inc. for the Hondo Pool Maintenance Project. (Lora Socarras)

EXECUTIVE SESSION

- 19 Executive Session: The City Council of the City of Hondo may convene in Executive Session in accordance with the Texas Open Meetings Act, Texas Government Code:

Section 551.071(1) (A) and (2) (Consultations with Attorney) and Section 551.072 (Deliberations about Real Property), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), or Section 551.087 (Deliberations Regarding Economic Development Negotiations); Section 551.086 (Meeting concerning municipally owned utility-competitive matters);

- a. Discussion regarding Airport Water Rights RFB. (Ryan Elder)
- b. Discussion regarding the employment of Roberto Benavides, Facilities Maintenance Worker. (Scott Albert).
- c. Discussion regarding airport development. (Peter Kirsch and Scott Albert)

- d. Discussion regarding Hondo Creek Farms. (Jessica Carpenter and Scott Albert)
- 20. Discuss and consider appropriate action on items resulting from Executive Session.
- 21. Adjourn.

ATTEST:

SueAnn Reyes, TRMC
City Secretary

The City Council of the City of Hondo reserves the right to convene in Executive Session in accordance with the Texas Open Meetings Act, Texas Government Code: Section 551.071 (Consultations with Attorney), Section 551.072 (Deliberations about Real Property), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), or Section 551.087 (Deliberations Regarding Economic Development Negotiations) on any of the above items.

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS

The City of Hondo City Council Meetings is available to all persons regardless of disability. If you require special assistance, contact the City Secretary forty-eight (48) hours prior to the meeting time at 830-426-3378.



City Council Communication

Title: Years of Service Awards. (Mayor McAnelly)

Date: March 13, 2023 **From:** Mayor John McAnelly, Mayor

INFORMATION:

Presentation of Employee Years of Service Awards to:

Ryan Elder - 5 years
Juan Martinez - 10 years
Gilbert Contreras - 15 years
Henry Torres - 20 years

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

MOTION:

None

ATTACHMENTS:

None

STAFF CONTACTS:

Mayor John McAnelly



City Council Communication

Title: City Manager's Report. (Scott Albert)

Date: March 13, 2023 **From:**

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:

Public Works Department Report

Period of: Feb 25, 2023 – Mar 10, 2023

Streets Division

- **Work Orders:** Open: 1 Secondary: 0 Pending: 0
 □ **CLOSED:** 17 Primary Secondary: 0
- **Active Projects:** Complete incoming work orders, patching, street sweeping,
- **Upcoming Projects:** Complete incoming work orders
- **Notes:** Trailer-50-72 weeks out (leadtime)

Electric Division

- **Work Orders:** Open: 5 Secondary: 0 Pending: 0
 □ **CLOSED:** 48 Primary Secondary: 35
- **Active Projects:** Complete incoming work orders, Pole straightening on 18th, Re-conductor of Hwy 90 (started)
- **Notes:**

Water Division

- **Work Orders:** Open: 7 Secondary: 4 Pending: 0
 □ **CLOSED:** 19 Primary Secondary : 34
- **Active Projects:** Incoming work orders,
- **Upcoming Projects:** Complete incoming work orders, Spatz well re-route (submitted to TCEQ for approval).
- **Notes:** Currently in Stage 3 water restrictions. Water conservation literature available at City Hall, Library, Rec Center and public works office.

Facilities Division

- **Work Orders: Open: 12 Secondary: 1 Pending: 0**
 □ CLOSED: 29 Primary Secondary : 0
- **Active Projects:** Complete incoming work orders, STRTC door repairs, Library repairs, reservations, Airport repairs, City Park # 2 water leak at water fountain, Lights at community center, PD porch repair.
- **Notes:**

Wastewater Division

- **Work Orders: Open: 0 Secondary: 0 Pending: 0**
 □ CLOSED: 28 Primary Secondary : 0
- **Active Projects:** Ongoing U/V gate repairs, replacement of gear drive on bar screen, acquiring quote replacement of section of 18 inch sewer main, repairs to clarifier # 2 gear drive. Renewal of Wastewater Treatment Permit being reviewed by TCEQ

Public Works Division Summary:

Total completed: 136
Total open: 24
Total secondary open: 5
Total pending: 0

Updates:

- **Texas Water Development Board:** (Applied for low interest/forgivable fund grants)
- Wastewater Treatment Plant-Clean Water State Revolving Fund: \$39.7 Million
- Water Distribution System- Drinking Water State Revolving Fund: \$13.4 Million

- **Road Repair Report:** (not in order of priority)

22 nd St. from Veterans to Castro	Ave. U from Hwy 90 to 30 th .
Boerne St. from 22 nd to Hwy 90	Ave. V from Hwy 90 to Ave. U.
31 st and 33 rd and Ave. G (Hospital)	18 th St. from Ave. Y to 173.
Ave. K/M from 18 th St to 15 th St.	Ave. J from 22 nd to 27 th
Ave. P. from Hwy 90 to 30 th	Ave D from Fountain Rd to 16 th St.

- **AMI Water Meters:**
Installations will start by May 1st and should be completed by Sept. 2023

- **Renewal of County Interlocal Cooperation Contract**

Work Order Detail Report

02/25/2023 - 03/10/2023

Work Order #	Work Date	Work Site Address	Problem Code	Priority Level	Work Description	Primary Department	Primary Dept. Status	Work Scheduled	Work Order Created
86056	3/7/2023	1613 12TH ST	Service Connect		SERVICE CONNECT	Electric	001: Open		063: Stephanie H.
86055	3/7/2023	1030 AVE Y	Repairs	001: Level 1	BACK PORCH	Facilities	001: Open		035: JEN
86053	3/7/2023	1100 24th st	Electric Misc		See Notes	Electric	001: Open		067: Michael Arcos
86039	3/7/2023	1207 AVE H	Water Leak		WATER LEAK (E)	Water	001: Open		063: Stephanie H.
86029	3/6/2023	1407 15th ST. Hondo, TX	Development Service Review		Utilities verification at Location. To include depth and fees for new home placed at Location	Electric	001: Open	3/13/2023	056 BHoward
86028	3/6/2023	VARIOUS LOCATIONS	Facilities Miscellaneous	002: Level 2	AIR FILTERS CHANGE OUT	Facilities	001: Open	3/6/2023	069: Joey
86000	3/3/2023	COMMUNITY CENTER	Facility Rental		RESERVATION	Facilities	001: Open		063: Stephanie H.
85998	3/3/2023	1910 24TH ST	Water Leak		WATER LEAK	Water	001: Open		063: Stephanie H.
85995	3/3/2023	COMMUNITY CCENTER	Facility Rental		RESERVATION	Facilities	001: Open		063: Stephanie H.
85992	3/3/2023	611 33RD STREET	Electric Misc		SEE NOTES	Electric	001: Open	1/1/1900	
85984	3/3/2023	STRTC lobby			Front double door	Facilities	001: Open		004: ABBY

85970	3/3/2023	700 Vandenberg Rd	Facilities Miscellaneous		East & West Doors problems locking	Facilities	001: Open		052: Tara
85953	3/2/2023	1152 26th St	Street Repair	001: Level 1	Fill in potholes	Streets	001: Open	1/1/1900	027:ADAM
85910	3/1/2023	Fair Hall	Facility Rental		Reservation	Facilities	001: Open		067: Michael Arcos
85904	3/1/2023	COMMUNITY CENTER	Facility Rental		RESERVATION	Facilities	001: Open		063: Stephanie H.
85898	3/1/2023	1610 AVENUE Z	Water Leak		WATER LEAK	Water	001: Open		072: Cynthia Cardenas
85897	3/1/2023	1204 27TH ST	Water Leak		WATER LEAK IN ROAD	Water	001: Open		063: Stephanie H.
85881	2/28/2023	Library	Facilities Miscellaneous		Hang Map rails on walls-see Ms. Elsie	Facilities	001: Open		010: Elsie
85860	2/28/2023	Walmart on 22nd Street			Fire Flow test	Water	001: Open	3/9/2023	
85854	2/27/2023	COMMUNITY CENTER	Facility Rental		RESERVATION	Facilities	001: Open		063: Stephanie H.
85847	2/27/2023	1506 AVE M	Water Leak		POSSIBLE WATER LEAK	Water	001: Open		024:Valeria
85844	2/27/2023	1508 33rd St	Water Leak		Water Leak	Water	001: Open		067: Michael Arcos
85843	2/27/2023	Community Center	Facility Rental		Reservation	Facilities	001: Open		067: Michael Arcos
85837	2/27/2023	1014 18th street	Facility Rental		Facility Rental	Facilities	001: Open	5/27/2023	024:Valeria

Total Records: 229

3/7/2023



Secondary Work Order Report

02/25/2023 - 03/10/2023

Work Order Date	Secondary Division	Secondary Division Status	Work Description	Problem Code	Work Site Address	Work Order #	Work Order Created
3/7/2023	Water	001:Open	See Notes	Electric Misc	703 30th st	86058	067: Michael Arcos
3/7/2023	Water	001:Open	See Notes	Electric Misc	701 30th st	86057	067: Michael Arcos
3/7/2023	Water	001:Open	SERVICE CONNECT	Service Connect	1613 12TH ST	86056	063: Stephanie H.
3/1/2023	Water	001:Open	SERVICE DISCONNECT	Service Disconnect	2208 14TH ST #401	85906	063: Stephanie H.
2/27/2023	Facilities	001:Open	Reservation	Parks Miscellaneous	City Park #2	85839	067: Michael Arcos

Total Records: 231

3/7/2023



Innovative approaches
Practical results
Outstanding service

OPINION OF PROBABLE CONSTRUCTION COST

PROJECT NAME	Avenue V / 24th Street (US 90 to Avenue U)	DATE	2/13/2023
CLIENT	City of Hondo	GROUP	1147/1146
% SUBMITTAL	Scope & Fee	PM	Bregger Garrison

ESTIMATED BY	QC CHECKED BY	FNI PROJECT NUMBER
Erin Mills/Nick Smaus	JOEL KOKEMOR	-

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
Roadway					
TxDOT 100-6002	PREPARING ROW	19	STA	\$ 3,800.00	\$ 72,200
TxDOT 105 6054	REMOVING STAB BASE AND ASPH PAV (18")	7018	SY	\$ 7.00	\$ 49,126
TxDOT 110 6001	EXCAVATION (ROADWAY)	3791	CY	\$ 12.00	\$ 45,492
TxDOT 132 6001	EMBANKMENT (FINAL)(DENS CONT)(TY A)	1264	CY	\$ 21.00	\$ 26,544
TxDOT 160 6004	FURNISHING AND PLACING TOPSOIL (6")	2180	SY	\$ 3.25	\$ 7,085
TxDOT 164 6003	BROADCAST SEED (PERM)(RURAL)(SANDY)	2180	SY	\$ 0.15	\$ 327
TxDOT 164 6009	BROADCAST SEED (TEMP)(WARM)	1090	SY	\$ 0.10	\$ 109
TxDOT 164 6011	BROADCAST SEED (TEMP)(COOL)	1090	SY	\$ 0.10	\$ 109
TxDOT 166 6001	FERTILIZER	1	AC	\$ 592.00	\$ 592
TxDOT 168 6001	VEGETATIVE WATERING	24	MG	\$ 18.00	\$ 432
TxDOT 247 6001	FL BS (CMP IN PLACE)(TY A GR1-2)	1838	CY	\$ 71.00	\$ 130,498
TxDOT 260 6002	LIME (HYDRATED LIME(SLURRY))	134	TON	\$ 185.00	\$ 24,790
TxDOT 260 6006	LIME TRT (EXST MATL)(6")	8270	SY	\$ 4.00	\$ 33,080
TxDOT 310-6027	PRIME COAT (MC-30 OR AE-P)	827	GAL	\$ 4.00	\$ 3,308
TxDOT 3076-6042	D-GR HMA TY D SAC-B PG70-22	1009	TON	\$ 120.00	\$ 121,080
TxDOT 529 6008	CONC CURB & GUTTER (TY II)	3754	LF	\$ 25.00	\$ 93,850
TxDOT 530 6004	DRIVEWAYS (CONC)	402	SY	\$ 79.00	\$ 31,758
TxDOT 531 6001	CONC SIDEWALK (4")	1252	SY	\$ 56.00	\$ 70,112
TxDOT 531 6005	CURB RAMPS (TY 2)	9	EA	\$ 2,315.00	\$ 20,835
Roadway Subtotal:					\$ 731,327
Waterline					
1	TRENCH SAFETY PROTECTION	3450	LF	\$ 5.00	\$ 17,250
2	8-INCH WATER MAIN, PVC (C-900) (CL-235) BY OPEN CUT	1800	LF	\$ 120.00	\$ 216,000
3	8-INCH GATE VALVE MJ	6	EA	\$ 2,000.00	\$ 12,000
4	WATER SERVICE CONNECTION	26	EA	\$ 2,500.00	\$ 65,000
5	TIE INTO EXISTING MAINS	6	EA	\$ 6,500.00	\$ 39,000
6	FIRE HYDRANT	8	EA	\$ 10,000.00	\$ 80,000
Waterline Subtotal:					\$ 429,250
Wastewater Line					
7	8-INCH SANITARY SEWER LINE, PVC (SDR- 26, 160 PSI) BY OPEN CUT	1650	LF	\$ 180.00	\$ 297,000
8	4-FT DIAMETER SEWER MANHOLE (0-6 FOOT DEPTH)	4	EA	\$ 10,000.00	\$ 40,000
9	6-INCH SEWER SERVICE CONNECTION	26	EA	\$ 5,000.00	\$ 130,000
Wastewater Line Subtotal:					\$ 467,000
Major Construction Allowances					
10	MOBILIZATION		%	10%	\$ 162,758
11	TRAFFIC CONTROL		%	3%	\$ 48,827
12	PAVEMENT MARKINGS/MARKERS		%	3%	\$ 48,827
13	ROADWAY DRAINAGE		%	20%	\$ 325,515
14	ILLUMINATION		%	3%	\$ 48,827
15	ESTABLISH TURF/EROSION CONTROL		%	3%	\$ 48,827
16	BASIC LANDSCAPING		%	3%	\$ 48,827
Major Construction Allowances Subtotal:					\$ 732,410
SUBTOTAL					\$ 2,359,987
Contingency 25%					\$ 589,997
SUBTOTAL					\$ 2,949,983
Utility Relocation 1%					\$ 29,499
SUBTOTAL					\$ 3,079,482
Design 18%					\$ 553,997
SUBTOTAL					\$ 3,628,479
Material Testing 1%					\$ 36,284
PROJECT TOTAL (2023 COSTS)					\$ 3,657,979
1 YEAR ESCALATION (2024) (4%)					\$ 3,804,298

652,561.0

585,927

2,134,738

333,484

2,468,222

2,815,921

3,346,918

Total: \$13,376,418.51

1 yr Escalation (4%) \$13,511,475.20
(Inflation)

PROJECT NAME	Avenue V / 24th Street (US 90 to Avenue U)	DATE	2/13/2023
CLIENT	City of Hondo	GROUP	1147/1146
% SUBMITTAL	Scope & Fee	PM	Bregger Garrison

ESTIMATED BY	QC CHECKED BY	FNI PROJECT NUMBER
Erin Mills/Nick Smaus	JOEL KOKEMOR	—

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
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The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

NOTES:

- 1 FNI OPCC classified as an AACE Class 4 Estimate with accuracy range of -20 to + 30.
- 2 FNI OPCC does not include costs associated with engineering fees, permits, surveying, etc.
- 3 Embankment quantity is equal to 1/3 of excavation quantity.
- 4 Lime treated subgrade consists of 6" of existing material.
- 5 Reconstructed driveways assumed to be constructed at a standard size of 15' in width and 15' in length.
- 6 This estimate accounts for a proposed street width of 40' from US 90 to 21st street and a proposed street width of 32' from 21st street to Ave U.
- 7 This estimate accounts for the construction of a 6' sidewalk on one side of the roadway for the full length of the project.



City Council Communication

Title: Presentation regarding insurance proceeds received for proposed building demolition projects. (Chris Hill)

Date: March 13, 2023 **From:** Chris Hill

INFORMATION:

At the last regularly scheduled City Council meeting, Council requested information regarding the monetary insurance proceeds that have been received from the City's hail damage claim for building repairs and demolition. To date, the building repair payments have been paid directly by TML to the contractors as part of the claim process, and those funds have not been paid directly to the City of Hondo. The only building claim funds received from TML to the City as part of the City's ongoing hail damage claim (claim number PR142919) are for the buildings that have received Council approval for demolition. Staff has attached a spreadsheet showing the received building claim amounts for the demolition projects and indicating the fund names where those payments were allocated to.

FINANCIAL IMPACT:

\$24,355.00 has been deposited into the General Fund, \$131,816.00 has been deposited into the Airport Fund, and \$10,670.00 has been deposited into the Utility Fund. These funds are allocated for the demolition of the buildings included on the approved demolition list.

STAFF RECOMMENDATION:

No action is required at this time.

MOTION:

No action is required at this time.

ATTACHMENTS:

1. Building Insurance Proceeds Spreadsheet

STAFF CONTACTS:

Chris Hill, Chief Finance Officer
Scott Albert, City Manager



2022 BUILDING INSURANCE PROCEEDS PAID TO CITY

Department	Fund	Description	Actual	Spent	Remaining	Comments
POLICE	GENERAL	SUBSTATION - 702 HARPER	\$19,479	\$0	\$19,479	
POLICE	GENERAL	GENERATOR HOUSE - 702A HARPER	\$4,876	\$0	\$4,876	
	GENERAL	TOTAL	\$24,355	\$0	\$24,355	
AIRPORT	AIRPORT	SENIOR CENTER - 806 HARPER	\$31,028	\$0	\$31,028	
AIRPORT	AIRPORT	SENIOR HEALTH CENTER - 804 HARPER	\$58,647	\$0	\$58,647	
AIRPORT	AIRPORT	STORAGE - 700 DISOWAY	\$42,142	\$0	\$42,142	
	AIRPORT	TOTAL	\$131,816	\$0	\$131,816	
WATER	UTILITY	PUMP HOUSE / OFFICE - 603 SPATZ	\$10,670	\$0	\$10,670	
	UTILITY	TOTAL	\$10,670	\$0	\$10,670	
TOTAL PROJECTS			\$166,841	\$0	\$166,841	



City Council Communication

Title: Parks and Recreation Seasonal Update. (Lora Socarras)

Date: March 13, 2023 **From:** Lora Socarras

INFORMATION:

The Parks and Recreation Department has several programs and activities coming up on the City's calendar. Staff will give a presentation to City Council to highlight some of the items on the spring schedule.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

No action required.

MOTION:

No action required.

ATTACHMENTS:

None

STAFF CONTACTS:

Lora Socarras, Director of Parks and Recreation

MINUTES
CITY OF HONDO
REGULAR CITY COUNCIL MEETING
February 27, 2023 at 6:00 p.m.

1. Called the meeting to order.
Mayor McAnelly called the meeting to order at 6:00 p.m.
2. Quorum check.
Mayor John McAnelly, Council Member Jose “Porky” Ytuarte, Council Member Brett Williams, Council Member Wesley Huesser, Council Member John E. Villa.

Absent: Mayor Pro Tem Bobby Vela

Staff Present: City Manager Scott Albert, City Attorney Molly Solis, City Secretary Sue Ann Reyes, IT Network Administrator Josh Rodriguez, IT Support Specialist Adolfo Tellez, Public Information Officer Jamie Kindred, Public Works Director Rene Saenz, Director of Parks and Recreation Lora Socarras, Director of Aviation Ryan Elder, Development Services Director Jessica Carpenter, Police Chief Justin Soza, Library Director Elsie Purcell, Chief Financial Officer Chris Hill,

3. Invocation by Pastor Beverly Kelling, St. Paul Lutheran Church.
4. Pledge of Allegiance.
5. Citizens’/Public Comments: *Persons who desire to address the City of Hondo City Council will be received at this time. Those persons wishing to speak should complete a Public Comment Form and submit it to the City Secretary prior to the meeting. If the speaker wishes to comment on a particular agenda item, then the speaker should indicate such item(s) to on the form. Public comment is limited to 3 minutes per speaker. Speakers must conduct themselves in a civil manner. In accordance with the Texas Open Meetings Act, the City of Hondo City Council cannot deliberate or take action on items not listed on the meeting agenda)*

None.

PRESENTATIONS

6. Proclamation for Susan Freeman Day. (Mayor McAnelly)

Mayor McAnelly presented the proclamation to Ms. Susan Freeman.

7. City Manager’s Report. (Scott Albert)

None.

Councilman Ytuarte asked if there were any updates regarding Aqua-Metric. Mr. Albert explained Aqua-Metric delivered seven pallets of meters. The majority were large meters, which the City was already anticipating the delivery. Aqua-Metric also delivered an additional 40 small residential meters and Aqua-Metrics would give the City an ETA on the rest of meters on Monday.

Councilman Ytuarte asked if the meters were delivered to the City of Hondo or to their warehouse.

Mr. Albert stated the meters were delivered to the City. Councilman Ytuarte asked if the residential meters would be installed or if staff would be waiting on the influx of the rest of the meters. Public Works Director Rene Saenz stated they would be installed and that there were some lots in need of meters and those would be installed first. Councilman Ytuarte asked if the Mayor and Council could have received regarding the meters being delivered. Mr. Saenz stated he received the email that day and could forward the email if Council wanted. Mr. Ytuarte stated he would like the email forwarded.

Councilman Villa stated last week Mr. Albert had no report and this week was the same. He wondered if there was nothing going on that, they needed to know about. Mr. Albert stated he worked with the department heads that are reporting activities and that was his role was managing departments. He stated he managed their activity and he would just be repeating many of the same activities as staff. He stated his name was also on many of the agenda items being presented.

Councilman Ytuarte stated he understood Councilman Villa's question and did Mr. Albert intend to let the Council and Mayor know about the meters that were received. He stated that was something that could have been in his report.

Mayor McAnelly asked if Council wanted more reporting even though it would sometimes duplicate what they were hearing from department heads. Councilman Ytuarte stated if the City Manager did not mention the meters being received how were they going to be informed of them.

Councilman Williams stated he felt this was micro managing. Mr. Albert stated the meters were the responsibility of the public works department and that they would report on it. Mr. Albert stated it was Mr. Saenz area of operation and that he could only give the basic information because Mr. Saenz managed the day-to-day operations of public works. He stated Council wanted him to report on what was going on in each department he could do that but he felt his staff were the ones in charge of the project and they should be the ones reporting on them. Councilman Williams stated he had full faith in staff and he did not need them to tell them forty meters out of the thousands that were ordered were received. Councilman Villa stated they should know because if citizens asked they should be able to answer them.

8. Public Works Report. (Rene Saenz)

Director of Public Works, Rene Saenz gave an overview of the work orders received noting 174 closed work orders. He stated the numbers were as of Wednesday due to him being out of the office Thursday and Friday and that most of the remaining work orders had been closed as well.

Councilman Ytuarte gave kudos to the street department for the patching they had been asking for. However, 29th Street and Avenue G had not been touched. He stated they spoke at length about it on Wednesday of last week and that when he drove by it today it still looked like a bomb hit it. He stated he did not know what he was going to tell the homeowners on that street because he was approached about it on 21st Street and Avenue J. Mr. Saenz stated he had a plan in motion. Staff was doing sections of the road and he could not deviate from the plan. Once they hit a stop point, they would come back to it and he had it written down.

Mayor McAnelly stated Council did appreciate the street and public work departments are prioritizing the work based of the need. Mayor McAnelly stated they did want to be responsive to the citizens and they did appreciate staff working on it all the time.

Mr. Saenz the City of Hondo had two service lines and that CPS would be starting maintenance

on one of the lines, which meant the City, would only have one service line. He stated CPS assured the City they did not anticipate any interruption of power. He stated the City was going to be proactive and send outreach information to critical facilities in case there was an uncontrollable power outage. CPS had generators they could provide in case of an outage and that the critical facilities had backup generators as well. He stated it was preventive maintenance and should not affect the City. Councilman Ytuarte asked if Mr. Saenz could confirm the nursing home had a generator. Mr. Saenz stated he did not know but would confirm tomorrow.

Mr. Saenz stated in the previous years the City of Hondo worked with LCRA in reference to trimming the trees along the power lines. The contract has expired from last year and its coming up for renewal. Mr. Saenz stated he wanted to get on the waiting list and would bring it to Council at the next meeting.

Mr. Saenz stated Cemetery Road would be finished next week according to the County.

Councilman Villa asked how far staff was from completing the street repair plan. Mr. Saenz stated it was complicated and that he had some residential streets in the plan and the infrastructure was in line. If the waterlines and sewer lines were, new it would be easy to roll out the paving plan but there were several steps that needed to take place. He did not want streets to be town up because of a water line break. He stated he also needed to make sure that he was paving the streets that were used the most. It did not make sense to spend money on a street that was not used as much. He wanted to pave the roads that gave mobility to the City and then branch out to residential streets. Mr. Saenz stated he needed to prioritize the plans and could give a report at the next meeting.

9. HOME Program Update. (Jamie Kindred)

Jamie Kindred gave an overview of the HOME program noting the program ran for five years with approximately five homes to be built per year. She received 33 applications and there were still applications coming in. She stated five homes were out for bid for construction. There was a homeowner who had signed her grant documents and was ready for construction. Once Langford hired a contractor there would be conversations regarding pre construction information as well as move out date. The other four homeowners had a couple of steps to complete before they can sign their grant documents. Once the state receives the documents, they will move forward with updates as well.

Mayor McAnelly clarified this was a program for people that owned their homes that needed work. The program was through grants and the City match enabled them to reconstruct their homes. He was glad to hear 33 applications were received.

10. Hondo Police Department Racial Profile report for January – December, 2022 (Justin Soza)

Chief Soza reported this was a statutorily required report on stats. Last year the police department had 1172 traffic stops of that, 297 were citations and the rest were warnings. Nothing really stood out that looks out play with the demographics of the City. He pointed out in the month of January and February of this year alone; police had already made over 700 traffic stops so he expected those numbers to increase drastically for next year's report

CONSENT

Council Member Williams moved to approve consent agenda items 12 and 13, excluding item 11; seconded by Council Member Ytuarte. The motion carried by the following vote: AYE: Ytuarte, Williams, Huesser, Villa. NAY: None. ABSTAIN: None. ABSENT: Vela.

12. Discuss and consider the 1st Quarter Financial Report for the Fiscal Year ended September 30, 2023 as presented. (Chris Hill)
13. Discuss and consider the 1st Quarter Investment Report for the Fiscal year ended September 30, 2023, as presented. (Chris Hill)

The following item(s) were pulled from consent agenda and considered individually.

11. Discuss and consider approving the minutes from February 12, 2023 (SueAnn Reyes)

Councilman Ytuarte stated a correction of page 11 should have been 3.2s acres as opposed to 8 acres.

Council Member Ytuarte made a motion to approve the minutes with correction from February 12, 2023; seconded by Council Member Williams. The motion carried by the following vote: AYE: Ytuarte, Williams, Huesser, Villa. NAY: None. ABSTAIN: None. ABSENT: Vela.

14. Discuss and take any necessary action to adopt/reaffirm Civil Rights Policies and Procedures, to include the HUD Section 3 presentation, for the TxCDBG City of Hondo Contract CDV21-0401. (Janell Foster)

Janell Foster stated this was reaffirming the City should like to adopt the citizen participation plan and grievance procedures. This would give the City the option to post notices as opposed to publishing them.

For the HUD section three presentation TDA and HUD wanted everyone to know about their section three hours and reporting and their outreach to section three workers. The City received the following grant award, the grant agreement CDV21-0401 with the grant award amount of \$350,000.00. The project was for the wastewater treatment plant in rehabbing the clarifiers. The grant was funded through the Community Development Block Grant via HUD and TDA and as a condition of funding; the City must comply with Section Three of the Housing and Urban Development Act of 1968. To the greatest extent feasible, grant recipients must direct economic opportunities generated by CDBG funds to low and very low-income persons. In part, that meant ensuring that section three businesses have the information to submit a bid or proposal for the project and section three workers had information about any available job opportunities related to the project. A company may qualify as a section three business if it was owned by low income persons, it is owned by section eight assisted housing residents or 75% of all labor hours for the business in a three month period were performed by section three workers. The project they had granted administration services as previously selected, also the engineering service had been already selected, and the construction company was set to be awarded. A person may qualify as a section three worker if the annual income was below the County threshold for your family size, where you are a current or recent participant register the information for answers for opportunities at work in Texas. Ms. Foster stated they would be tracking all the hours.

Councilman Ytuarte asked how the City would comply with the grant section on English proficient to provide translators. Would the City have to provide translators? Ms. Foster stated was a plan

the City had in place already. She stated when the hearing and notices are published they would be published in both languages. Councilman Ytuarte asked how this would help someone coming to city hall that did not speak Spanish. Ms. Foster stated they notice would tell them whom to contact at city hall. Councilman Ytuarte asked if the City had somebody in place. Mr. Albert stated there were certain staff members that spoke Spanish and staff would arrange to accommodate them.

Council Member Ytuarte made a motion to approve to adopt/reaffirm Civil Rights Policies and Procedures, to include the HUD Section 3 presentation, for the TxCDBG City of Hondo Contract CDV21-0401; seconded by Council Member Williams. The motion carried by the following vote: AYE: Ytuarte, Williams, Huesser, Villa. NAY: None. ABSTAIN: None. ABSENT: Vela.

15. Hold a public hearing and consider a request from Gilbert Sandoval, for a Specific Use Permit to allow for a Tattoo/Body Piercing Parlor to be located at 1208 18th Street Hondo, TX 78861. The legal description being, Hondo Block 15 Lot 7 & 8 in part. In accordance with the Unified Development Code, Chapter 3, Section 3.12.3. Any person, firm or corporation, either as landowner or tenant, may request the use of property which requires a Specific Use Permit. A Specific Use Permit may be granted after application has been properly made and a public hearing before the Planning and Zoning Commission and the City Council has been conducted. (Jessica Carpenter)

Councilman Ytuarte recused himself from the item due to his brother owning the building.

Development Services Director Jessica Carpenter gave an overview of the request for the Specific Use Permit on file. Ms. Carpenter noted the applicant was a 15-year veteran of the practice and would like to expand his opportunity through official business as a tattoo and piercing parlor.

Ms. Carpenter stated the Planning and Zoning Commission did approve the recommendation for the request.

Mayor McAnelly opened the public hearing at 6:50 p.m.

Councilman Villa asked how many responses were received regarding the request. Ms. Carpenter stated there was one response in opposition of the request.

Councilman Ytuarte stated he felt the Council was not in the position to pick and choose business because of personal beliefs, personal agenda or personal identity. He felt Council should not their personal feelings get in the way of letting businesses come to Hondo. He felt that with the hesitation that was what was happening.

Discussion ensued regarding past approval of the tattoo parlor. Councilman Villa stated the City has boards to help them with decisions on the to bring to the City of Hondo and that Planning and Zoning had approved the request.

Ms. Beverly Kelling stated she was speaking as a private citizen and recalled instances where the Planning and Zoning Committee did not approve something and Council did approve it. Just because boards decide one thing or the other did not mean Council always walked in step with them. Ms. Kelling stated they public elected the people to the places they elect them to not to vote their personal opinion but so that they represent the votes that have voted them in. She wanted to remind Council that they did not always go along with what the Planning and Zoning Commission requested.

With no one else wishing to speak Mayor McAnelly closed the public hearing at 6:51 p.m.

Council Member Villa made a motion to approve a request from Gilbert Sandoval, for a Specific Use Permit to allow a Tattoo/Body Piercing Parlor to be located at 1208 18th Street Hondo, TX 78861. The motion died for lack of second.

Mayor McAnelly asked what the options were for the applicant as the motion died for lack of second. Ms. Carpenter stated he could withdraw or go back to P&Z with a different format or the exact same proposal. The request was not denied therefore, there was no waiting period.

16. Hold a public hearing and consider a request from Egzon Shala, the leasee of the new bar registered as the Hondo Beer Market, for a Specific Use Permit for on premise service and consumption of alcohol to be located at 1710 Avenue M Hondo, TX 78861. The legal description being, Hondo Block 15 Lot11 and South 15ft. of Lot 12. In accordance with the Unified Development Code, Chapter 3, Section 3.12.3. The proposed use must comply with all regulations and restrictions as contained in the UDC. In addition, all requests for a Specific Use Permit must comply with all State and Federal laws and regulations applicable to such use. The Planning and Zoning Commission may recommend additional restrictions or stipulations as the facts and circumstances of each case may warrant. Specific Use Permits are valid conditioned upon the permitted use continues and the applicant complies with all ordinances, codes, regulations, conditions, and stipulations of the City of Hondo and as set forth in this section. (Jessica Carpenter)

Development Services Director Jessica Carpenter gave an overview of the recommendation on file. Ms. Carpenter stated currently there was an SUP standing but the applicant was proposing a new Specific Use Permit as a new tenant. Mr. Shala was currently proceeding with his TABC application. Ms. Carpenter stated that due to a fatality at the location the City had authorization to revoke or put on probation the existing SUP. That did not happen. She stated that it was the City's duty and obligation to provide quality of community and safety of place for all the patrons and residents that entertain themselves in the business district. The City had the obligation to propose to Council directives to offer a new Specific Use Permit for Mr. Shala, to ensure that the City has taken a course of action for mitigation and prevention of this type of event from happening again. The standard protocol for the recommendation of approval was that within the first year of business, the City and the Development Services Director would pull the police reports on a monthly basis for the first 12 months of business. The second protocol would be looking at and reviewing their TABC report. Mr. Shala has gone above and beyond with the property owner, they have put in a security system that covered every internal and external corner along with the alley. The business will provide security, which was a recommended conditions of approval in the packet. It was imperative that during the duration between 11 p.m. and 2 a.m. on the nights that they choose to operate to those hours that they provide an additional measure of security for their patrons. Ms. Carpenter stated Planning and Zoning did approve the request and the SUP. Staff was recommending approval of the request.

Mayor McAnelly open the public hearing at 6:59 p.m.

Councilman Huesser asked about the hours of operation as the application stated they would be open until 12 a.m. but the information provided stated they would provide security until 2 a.m. Ms. Carpenter stated they would be open until 2 am on Friday and Saturday evenings.

Councilman Huesser asked about parking, traffic as the theater was across the street, and many

families went there. He asked if staff had considered anything to help with traffic or parking along the street. Ms. Carpenter stated generally in a downtown business corridor it was not required to have the standardized parking for a retailer business space or eatery.

Councilman Ytuarte asked about the probation and what the terms were. Ms. Carpenter stated that was directed towards the new proposed Specific Use Permit. She stated that in the event that something such as a fatality happened at a business the City had the right to review, audit and revoke or probate the SUP that was in play. Staff was asking to propose a new Specific Use Permit for the location under the new tenant. She stated staff did not anticipate any future issues of that nature and that Mr. Shala was the owner of Luigi's and was a respectable restaurant owner.

Councilman Villa stated security could not promise not anything was going to happen. Ms. Carpenter stated this was a proactive measure.

Councilman Ytuarte asked why staff burdened the family with a Specific Use Permit. Ms. Carpenter stated there was already a Specific Use Permit at the location. She stated the City was trying to ensure that they were taking proactive measures, as it was their obligation to put into place those measures.

Ms. Carpenter stated the Commercial Business District did require a Specific Use Permit for a dancehall, tavern or nightclub, bar or pub. It was required for them to have a Specific Use Permit to operate those types of businesses.

Mayor McAnelly asked if there were any latter in favor or in opposition and Ms. Carpenter stated there were none.

Discussion ensued regarding the existing SUP and the requested permit. Ms. Carpenter stated the new proposed Specific Use Permit would replace the current permit in place. She explained the existing Specific Use Permit was drafted under a different UDC Code and not today's code.

Council Member Villa made a motion to approve a request from Egzon Shala, the leasee of the new bar registered as the Hondo Beer Market, for a Specific Use Permit for on premise service and consumption of alcohol to be located at 1710 Avenue M Hondo, TX 78861 with the condition of approval recommended; seconded by Council Member Ytuarte. The motion carried by the following vote: AYE: Ytuarte, Williams, Huesser, Villa. NAY: None. ABSTAIN: None. ABSENT: Vela

17. Consideration, discussion and possible action concerning the award of a construction contract for the TxCDBG Grant CDM21-0402 - City of Hondo downtown revitalization sidewalk improvements project. (Clay Livingston, Rene Saenz)

Public Works Director Rene Saenz they had received three bids for this project and the lowest bidder came in at \$285,892.75. He stated staff would like to award the contract TxCDBG Grant CDM21-0402 to the lowest bidder.

Councilman Villa asked what would happen to the money left over from the low bid. Mr. Albert stated it would go back to the State.

Councilman Ytuarte stated there were businesses that did not want their sidewalks replaced and that Mr. Saenz stated that the funds were going to be used to repair from Hondough Pizza east to Avenue M. He asked if he had not visit that request. Mr. Saenz stated they did visit and that the CDBG office stated they could not do it. He stated he did say that under the City's bill they were

looking at repairing the sidewalks from 18th Street to Avenue K.

Mr. Albert stated staff would bring in an engineering proposal before Council at the next meeting in March regarding design work for the sidewalk along 18th Street along with the estimated cost to move forward with construction as well and potential funding sources.

Councilman Williams asked that the item be put on the next agenda regarding the sidewalk repairs.

Council Member Williams made a motion to authorize the City Manager to execute a contract with DCA contractor to remove and replace sidewalks downtown; seconded by Council Member Ytuarte. The motion carried by the following vote: AYE: Ytuarte, Williams, Huesser, Villa. NAY: None. ABSTAIN: None. ABSENT: Vela

18. Discuss and consider approving the South Texas Regional Airport revised ALP set. (Ryan Elder)

Director of Aviation Ryan Elder presented a revised ASP set on file. Discussion ensued regarding designating proposed release areas. Council agreed on area to be designated a proposed release area and requested a revised ALP be brought back to Council.

19. Discuss and consider appropriate action regarding the proposed Hondo Farmer's Market. (Lora Socarras)

Director of Parks and Recreation Lora Socarras gave an overview of the request from the Hondo Farmer's Market to operate at the Loading Dock. Ms. Socarras stated the market currently operated out of Veterans Memorial Square. The item was approved annually last year and the request was to reconfirm that approval for the 2023 season. She stated the current code comprehensive fee schedule only had a fee listed for nonprofits. The farmer's market has collaborated with the Devine Market Association, which was a nonprofit.

Councilman Williams asked how it went at the square. The applicant stated there was not enough foot traffic and they had trouble getting eyes on it. Therefore, with the major thoroughfare through town they thought it would garner enough traffic from the road to really draw people in. Mr. Steve Smith stated they started the Devine Market over two years ago and they had been successful. He stated they were in support of the micro producers.

Council Member Williams made a motion to approve the use of the train depot loading dock by the Hondo Farmer's Market and Devine Market Association for the purposed dates and to allow the property to be rented at the existing nonprofit deposit rate until October 2023; seconded by Council Member Villa. The motion carried by the following vote: AYE: Ytuarte, Williams, Huesser, Villa. NAY: None. ABSTAIN: None. ABSENT: Vela

20. Discuss and consider appropriate action regarding C.H.A.S.M.Fest proposal. (Lora Socarras)

Director of Parks and Recreation Lora Socarras gave an overview of the request to host C.H.A.S.M. Fest at the City Parks from April 5 to April 9, 2024. The proposal is on file. This event is being brought on due to the Eclipse expected in 2024 and hosted by JP Smith with Armadillo Events. Ms. Socarras stated Mr. JP Smith was available for questions.

Councilman Williams asked if the local community would have to pay the \$150 fee as well. Mr. Smith stated that while it was not firm or agreed on they talked about having the day of the eclipse

free for the public to come watch the eclipse and enjoy the music. He stated they hoped to have use the barbeque pit and have a community organization cook barbeque to sell at the event.

Discussion ensued regarding the revenue. Ms. Socarras stated they were requesting an authorization to enter into negotiations. There were aspects of the proposal that are mutually beneficial, like having a centralized place for RV's and tent campers to go. The City's current code, and current fee schedule did not anticipate an event of this magnitude so there were items staff want to make sure were addressed in that agreement. Those would be negotiated with Mr. Smith, and would come before Council for final approval. All of those details would still be discussed.

Discussion ensued regarding security, alcohol, and emergency plans, parking and shuttle busses.

Mr. Smith stated they were offering to help with the influx of the viewers. He stated the average RV had one or two people in an RV and they did not attract a wild and crazy group. He stated they also did not sell alcohol.

Councilman Williams stated the contract would still need to be brought back to Council for explanation, negotiation and review.

Council Member Williams made a motion to authorize the City Staff to negotiate an agreement with Armadillo events to facilitate the planning of C.H.A.S.M. Fest; seconded by Council Member Villa. The motion carried by the following vote: AYE: Ytuarte, Williams, Huesser, Villa. NAY: None. ABSTAIN: None. ABSENT: Vela

21. Discuss and consider park projects (completion of dog park, completion of walking trail at the soccer complex, installation of restrooms at City Park #3) started in 2022. (Councilmen Ytuarte and Villa)

Councilman Ytuarte stated he requested the item on the agenda to resurrect the project to complete the dog park, the walking trail around the soccer complex and install restrooms at City Park 3. He stated staff needed to finish the projects in order for the citizens to take advantage of them and use them.

Ms. Socarras stated materials for the dog park and the walking trail had been ordered and proposed as budgetary items for current fiscal year. She stated her direction to staff was to place them on hold until they could get a handle on maintenance projects. Her intention was to get a handle on the maintenance of the parks so that everyone could enjoy them fully and safely. The intention was to put on hold any new additions to the system that would also incur maintenance requirements. She stated the dog park project would have maintenance responsibilities, codification requirements that went beyond fencing.

Councilman Ytuarte asked staff not to find reasons to not finish project as they had in the past. He felt staff was making it a habit of making excuses for not finishing projects that were started. Mr. Albert stated the three project were good project and that once they had a chance to evaluate the parks and all the equipment already in place those would be addressed. Councilman Ytuarte stated they were not adding the projects they were started last year.

Councilman Williams asked about ordinances and laws that would need to be implemented. Ms. Socarras stated the implementation of a new park would need rules and regulations adopted. Councilman Ytuarte asked for the information so that he could look up the requirements himself.

Mayor McAnelly stated he felt budgeted amount was not enough for the project and that there was an impression that staff was trying to put these things down but he did not think that was the case.

Councilman Villa asked why the materials were ordered if nothing was going to be done. Ms. Socarras stated the material was ordered and the fencing was ordered prior to her taking her positions. She stated she started evaluating the maintenance issued and tried to redirect the way staff was prioritizing the money. She stated that if Council directed otherwise she would be happy to proceed.

Councilman Williams stated he though the projects were important and would like to see them done eventually but he was not going to force staff. That was not his job and staff needed to manage the projects with the resources they had. Council was not day-to-day employees of the City of Hondo and it was staff's job to evaluate those things. He felt Council needed to trust senior staff to get the priorities done and he was not going to vote for it because they could be terribly unrealistic and he had no idea how realistic it was because he did not work day to day in the City of Hondo.

Councilman Villas asked when it was determined that \$25,000.00 was the amount needed to finish the restrooms. Ms. Socarras stated that was determined during the budget cycle in October 2023. In order to proceed with the project staff would have to go through the procurement process, get additional quotes and bids, and make sure that the scope is adequate for what they were trying to do. She stated staff's intention was not to kill projects but to propose a good sound business recommendation to the City Council.

Council Member Ytuarte made a motion to direct the parks director through the City Manager to complete the dog park, complete the walking trail at the soccer complex and if \$25,000.00 was enough to install the restrooms at City Park 3 to start by April 1, 2023; seconded by Council Member Villa. The motion failed by the following vote: AYE: Ytuarte, Villa. NAY: Williams, Huesser. ABSTAIN: None. ABSENT: Vela

22. Discussion regarding insurance monies received by the City for the 2021 Winter Storm damages. (Councilmen Ytuarte and Vela)

Councilman Ytuarte stated he had some questions regarding projects that had not been finished like the roof at the rec center and the demolition of buildings. He stated on January 23 Ms. Socarras stated that now that the EDC funds were approved the roof could be fixed. Councilman Ytuarte stated the City received insurance money for that and he wanted to know where the insurance money was. Mr. Albert stated he communicated to Councilman Ytuarte that staff would prepare a report and give Council an update with all the building that were damaged from the April 2021 storm along with the vehicles. He stated there were roughly 50 facilities that needed to be repaired and about 30 vehicles. TML was handling the insurance money and the proceeds for the repairs would go directly to the vendor. Councilman Williams asked if the City still had the money left from the insurance claim. Mr. Albert stated the only money they had were for the demo of the facilities. All other repairs would be paid through TML directly to the vendor.

Councilman Ytuarte asked how much money was received. Mr. Hill stated he did not know the exact number but the money that came to the City was for the vehicles. The 1365 was for the vehicles not the building money. That money would go directly to the vendor.

Councilman Williams clarified that the money for the roof money was never received and that the demo money for the buildings was received and still in the account. Councilman Williams asked

why the roof at the rec center had not been fixed. Mr. Albert stated staff was pulling together different estimates for all repairs external to the building. He stated staff was waiting on a bid for repairs. He stated it was more than repairing the roof it was all the repairs associated with it and they staff was getting approval from the EDC to spend some of their funds for improvements.

Councilman Villas clarified the money from the EDC did not include the roof. Mr. Albert stated that was correct. Ms. Socarras stated the color change necessitated the painting. This had a trickle effect and it all had to work together for the external repairs. EDC money would not be used to repair the roof. Councilman Williams asked if the money to demolish the building was still available. Mr. Albert stated it was and Councilman Williams asked why it had not been done. Ms. Socarras stated the world war two dancehall was identified as a concern for historic preservation. It was deemed not eligible for national register designation. Staff wanted to identify the materials that could be salvaged from that building to pay homage to the fact that it was a world war two dance hall. Staff did not want to proceed with demolition until it was confirmed the building was not eligible for national register designation.

Councilman Villas asked if it would cost more money than provided by the insurance to demolish since it had been two years. Mr. Albert stated the money was received four to five months ago and staff had to seek council's authorization first. If Council wanted staff to move forward, they would. One of the buildings was part of the PD operations and items were still being removed from that building. Mr. Albert stated one of the buildings had equipment from Meals on Wheels that needed to be removed. He stated there were a lot of moving pieces and he wished it was that simple but it wasn't.

Councilman Ytuarte asked if the insurance money went into the insurance proceeds 1365. Mr. Hill stated it did. The money goes to the revenue account. Everything that is in the general fund, those departments would go to the general fund insurance proceeds, the airport has their own fund, and they have a separate account for insurance proceeds. It is a revenue line item account in those funds. If the money were spent, it would go in the expense account for vehicle repairs or building repairs under that department. So if that money is not spent, at the end of the year, which it was not last year, it will close out in the fund balance. Therefore, it is in the bank of that fund right now.

23. Discuss and consider making appointments to various boards and commissions. (Mayor McAnelly)

Mayor McAnelly recommended the reappointment of Ellen Stephens to the Parks and Recreation Board, Adriana Sandoval to the Animal Care Advisory Board and Linda Halbardier to the Cemetery Board.

Council Member Huesser made a motion to reappointment of Ellen Stephens to the Parks and Recreation Board, Adriana Sandoval to the Animal Care Advisory Board and Linda Halbardier to the Cemetery Board; seconded by Council Member Williams. The motion carried by the following vote: AYE: Ytuarte, Williams, Huesser, Villa. NAY: None. ABSTAIN: None. ABSENT: Vela

The City Council of the City of Hondo convened into executive session at 8:43 p.m.

EXECUTIVE SESSION

24. Executive Session: The City Council of the City of Hondo may convene in Executive Session in accordance with the Texas Open Meetings Act, Texas Government Code:

Section 551.071(1) (A) and (2) (Consultations with Attorney) and Section 551.072 (Deliberations about Real Property), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), or Section 551.087 (Deliberations Regarding Economic Development Negotiations); Section 551.086 (Meeting concerning municipally owned utility-competitive matters);

- a. Discussion regarding the Second Amendment to the Stand Still Negotiation agreement with Hondo Creek Farm. (Jessica Carpenter & Scott Albert)
- b. Discussion regarding the purchase of the Stronghold property (3.22 acres). (Scott Albert)
- c. Consult with the city attorney about Climavision project. (Justin Soza)

The City Council of the City of Hondo reconvened into regular session at 9:51 p.m.

25. Discuss and consider appropriate action on items resulting from Executive Session.

Council Member Huesser made a motion to authorize the City Manager to negotiate and set fees and bond amount for Climavision license agreement and bring back in March for approval; seconded by Council Member Ytuarte. The motion carried by the following vote: AYE: Ytuarte, Williams, Huesser, Villa. NAY: None. ABSTAIN: None. ABSENT: Vela

26. Adjourn.

Council Member Ytuarte made a motion to adjourn; seconded by Council Member Williams. The motion carried by the following vote: AYE: Ytuarte, Vela, Williams, Huesser, Villa. NAY: None. ABSTAIN: None. ABSENT: None.

PASSED AND APPROVED THIS 13th DAY OF MARCH 2023.

JOHN McANELLY, JR., MAYOR

ATTEST:

SueAnn Reyes, TRMC
City Secretary



City Council Communication

Title: Discuss and consider Resolution Number 400-23 authorizing approval for the building contractor award for the HOME Program through the Texas Department of Housing and Community Affairs. (Jamie Kindred)

Date: March 13, 2023 **From:** Jamie Kindred

INFORMATION:

A RESOLUTION OF THE CITY CONCIL FOR THE CITY OF HONDO, TEXAS, AUTHORIZING APPROVAL OF THE BUILDING CONTRACTOR AWARD FOR THE HOME PROGRAM THROUGH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS.

WHEREAS, the bid opening for the HOME PROGRAM was held on February 28th, 2023 at 10:00am.

WHEREAS, five (5) homes were included in the bid.

WHEREAS, 2 bids were received by the city.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS;

The City of Hondo awards the construction of these five (5) homes listed on the bid package to the lowest, responsible, BASE bid to RM Quality Construction, LLC dba Randy Malouf. The total base bid for all homes combined is \$802,000.00.

The City of Hondo agrees to hire RM Quality Construction, LLC dba Randy Malouf to do Demolition per the Alternate Bid form to satisfy the Match Requirements per each property.

Passed and approved this _____ day of _____, 2023.

John McAnelly - City Mayor

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 400-23

MOTION:

Motion to approve Resolution Number 400-23 authorizing approval for the building contractor award for the HOME Program through the Texas Department of Housing and Community Affairs

ATTACHMENTS:

1. 400-23 resolution for bid award
2. Recommendation Letter
3. Bid Tab- Hondo - Sandoval Construction
4. Bid Tab- Hondo - RM Quality Construction
5. Sandoval bid
6. RM Quality Construction bid

STAFF CONTACTS:

Jamie H Kindred
Public Information Officer
jkindred@hondo-tx.org

RESOLUTION NO. 400-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, AUTHORIZING APPROVAL OF THE BUILDING CONTRACTOR AWARD FOR THE HOME PROGRAM THROUGH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS.

WHEREAS, the City of Hondo advertised for bids in accordance with all state and federal procurement laws; and

WHEREAS, the bid opening for the HOME PROGRAM was held on February 28, 2023 at 10:00AM.

WHEREAS, five (5) homes were included in the bid.

WHEREAS, 2 bids were received by the city.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS;

The City of Hondo awards the construction of these five (5) homes listed on the bid package to the lowest, responsible BASE bid to RM Quality Construction, LLC dba Randy Malouf. The total base bid for all homes combined is \$802,000.00.

The City of Hondo agrees to hire RM Quality Construction, LLC dba Randy Malouf to do Demolition per the Alternate Bid form to satisfy the Match Requirements per each property.

Passed and approved this 13th day of March 2023.

John McAnelly, Mayor

ATTEST:

SueAnn Reyes, TRMC
City Secretary

LANGFORD COMMUNITY MANAGEMENT HOME PROGRAM

3/1/23

City of Hondo
1600 Avenue M
Hondo, TX 78861

Subject: HOME Program Construction Award
To: Hondo City Council

The 2 of the 5 homes have been submitted to the Texas Department of Housing and Community Affairs. These homes went out to bid and the bid opening was held on February 28, 2023, at 10:00 A.M.

RM Quality Construction LLC dba Randy Malouf Builder is the lowest most responsive base bid for these homes based on the criteria set forth in the bid package.

Home Program Homes

Project 1

1. 1102 25th St. (3-bedroom home) Base bid from RM Quality Construction is \$145,000.00

Project 2

2. 1102 Avenue R (4-bedroom home) Base bid from RM Quality Construction is \$177,000.00
3. 705 15th St. (3-bedroom home) Base bid from RM Quality Construction is \$160,000.00
4. 803 Avenue T. (3-bedroom home) Base bid from RM Quality Construction is \$160,000.00
5. 1310 17th St. (3-bedroom home) Base bid from RM Quality Construction is \$160,000.00

Two bids were received:

- RM Quality Construction dba Randy Malouf Builder – Total of all base bids - \$802,000.00

- Sandoval Construction – Total of all base bids - \$1,323,644.00
- In accordance with TDHCA rules, the city went out for bid on construction for the homes listed above. The ad ran two weeks in a row. A bid opening was scheduled for February 28, 2023, at 10:00 AM. Two (2) bids were received. RM Quality Constructions dba Randy Malouf Builder base bid for this home came in at or under the amount that was available through funds from TDHCA.
- Recommendation: Langford Community Management Services recommends that the City of Hondo award the construction contract for Five (5) homes listed above to RM Quality Construction LLC dba Randy Malouf Builder. The bid package states that the award should go to the company who has the lowest most responsive base bid. RM Quality Construction was the lowest responsive base bid for this project. RM Quality Construction has built many of our home program houses over the years and have the required Insurance necessary, photos of previous work, references, and financial capabilities. Langford Community Management services have previously worked with RM Quality Construction and found their work to be done in a timely fashion and the complete build out was to everyone's satisfaction.

Please see the following attachments: 1. Resolution awarding construction bid to RM Quality Construction dba Randy Malouf Builder. 2. Bid tabs from bid opening and bid proposal from RM Quality Construction. The winning base bid is to RM Quality Construction with a total base bid of \$802,000.00 for 5 homes. Alternates will be selected at a later date.

Sincerely,



Lacie Koska, Langford Community Management Services, Home Program Grant Administrator

City of Hondo Bid Tab
February 28, 10:00 AM

1003166

Home Program

Base Bid					
BIDDER	1102 25th St	1102 Avenue R	705 15th St	803 Avenue T	1310 17th St
Sandoval Construction					
Base Bid	\$253,386.00	\$289,200.00	\$259,686.00	\$253,186.00	\$268,186.00
ALT 1 - Gutters	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00
ALT 2 - Carport	\$8,560.00	\$8,560.00	\$8,560.00	\$8,560.00	\$8,560.00
Total per each home:	\$267,146.00	\$302,960.00	\$273,446.00	\$266,946.00	\$281,946.00

Total Base bids for all homes	\$1,323,644.00
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Attendees:
 Jamie Kindred
 Lacie Koska

Certified by:
 Jamie Kindred

City of Hondo Bid Tab
February 28, 10:00 AM

1003166

Home Program

Base Bid					
BIDDER	1102 25th St	1102 Avenue R	705 15th St	803 Avenue T	1310 17th St
RM Quality Construction					
Base Bid	\$145,000.00	\$177,000.00	\$160,000.00	\$160,000.00	\$160,000.00
ALT 1 - Gutters	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
ALT 2 - Carport	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00
Total per each home:	\$166,500.00	\$198,500.00	\$181,500.00	\$181,500.00	\$181,500.00

Total Base bids for all homes	\$802,000.00
--------------------------------------	--------------

Attendees:
 Jamie Kindred
 Lacie Koska

Certified by:
 Jamie Kindred

PROPOSAL

DATE: 2/28/2023

PROPOSAL OF: SANDOVA/ CONSTRUCTION - Louis Sandoval

Hereinafter called "Bidder," "Contractor", a corporation, partnership, or individual 'doing business as' SANDOVA/ CONSTRUCTION

Located in 1533 AUSTIN HWY STE 102-145, Texas TX 78218
Address of Bidder SAN ANTONIO

TO: **The City of HONDO**, who for purposes of the administration of the project(s) and as the agent for each HOMEOWNER, shall be referred to hereinafter and in the Specifications as "CITY."

PROJECT FOR 5 HOMES: Demolition and disposal shall be done by the contractor unless otherwise noted. This project is for Five (5) new residential homes. Four homes (3-bedroom dwellings) and One home (4-bedroom dwelling).

Project 1

ADDRESS
1102 25th St

HOMEOWNER
3 Bedroom-2 Bath w/Handicapped Bathroom.

Project 2

ADDRESS
1102 Avenue R
705 15th St**
803 Avenue T
1310 17th St**/**

HOMEOWNER
4 Bedroom-2 Bath w/Handicapped Bathroom.
3 Bedroom-2 Bath w/Handicapped Bathroom.
3 Bedroom-2 Bath w/Handicapped Bathroom.
3 Bedroom-2 Bath w/Handicapped Bathroom.

**** Floodplain**

*****Noise Mitigation**

The BIDDER in compliance with your Invitation for Bids for the above referenced project, having examined the site of the proposed work; being familiar with all the conditions surrounding the work, including the availability of materials and labor, hereby agrees to furnish all labor, materials, equipment, supplies, and expenses necessary to perform the work required by the project in accordance with the Contract documents, within the allotted time; for the prices stated below.

The BIDDER agrees that his Bid(s) shall be good and shall not be withdrawn for a period of ninety (90) calendar days after the opening thereof. Notice of intention to award contract shall

be made within ninety (90) calendar days after the opening of Bids. The BIDDER shall make available all required documents prior to the execution of the Reconstruction Contracts.

ADDENDA: By submitting this proposal, the BIDDER acknowledges that he has received all Addenda issued. Bidder must acknowledge addenda; however, bidder is responsible for all addenda issued. I hereby acknowledge the receipt of the following addenda by number:

0
BID ITEMS:

Show all amounts legibly in both WORDS AND FIGURES. In the event of discrepancy, the amount shown in words shall govern. Illegible figures and/or words shall be read and interpreted to the advantage of the Homeowner; shall not excuse the bid because of error or omission by the Bidder; or may be interpreted by the Homeowner as grounds for rejection of the bid or bids. Fill in all requested bid items. Contractor is to fill out one BID PROPOSAL and one ALTERNATE BID ITEMS form for each address listed above.

TIME OF COMPLETION:

The period for the time required for completion of work shall be ONE HUNDRED AND TWENTY (120) CALENDAR DAYS or as specified in the bid package for each housing unit started, commencing upon the effective start date indicated in the "Notice to Proceed."

BIDDERS GUARANTEE TO PURSUE THE WORK TO COMPLETION:

It is agreed, that the successful Bidder shall proceed promptly and in a diligent manner with the required work. If at any time the successful Bidder fails to respond to a call for work by the Contract Administrator and seven (7) or more calendar days elapse without response then Contract Administrator may declare the Contract as cancelled, being null and void, and City or Contract Administrator shall have no further responsibility to Bidder.

Any costs incurred by the City, caused by the necessity to re-advertise or solicit bids from others for completion of the work, may result in the withholding of funds due under the Contract in amounts sufficient for others to complete the work or incurred as a result of the increased costs resultant from cancellation or as may be incurred by legal process and relief. Venue shall reside in the County of the houses.

ACCEPTANCE & REJECTION OF BIDS:

The successful Bidder will be awarded a separate contract for each house; however, the City reserves the right to accept or reject in any order, any bid, individual bid items, alternates, or irregularities or variances from the bidding requirements. Award of contract shall be based on lowest and most responsible overall bid.

Within fifteen (15) working days after notification of contract award, successful bidder is required to supply to the Contract Administrator the following:

1. Provide a list of sub-contractors, name of contact person, phone numbers (office, fax, cellular), addresses, social security number or federal employer identification number.
2. Provide documentation of required liability and contractor's insurance.
3. Provide documentation of Worker's Compensation Insurance.
4. Provide documents of DBA or other requirements showing proof that the contractor is able to work in the county where the houses are located.
5. Payment and/or Performance Bond if required by City or County.

The undersigned bidder agrees to commence work within fifteen (15) days after the date of Notice to Proceed. The undersigned hereby declares that he has visited the sites and has carefully examined the contract documents relative to the work covered by the above bid.

Respectfully submitted, (seal if the bidder is a corporation)

BIDDER: Sandoval construction

SIGNED: Louis Sandoval

ADDRESS: 1533 AUSTIN HWY STE 102 445
SAN ANTONIO TX 78218 TITLE: Owner.

TELEPHONE: 210-573-9042 FAX: N/A.

ATTACHMENT 2: STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information as desired.

Name of Bidder: SANDOVAL CONSTRUCTION Date Organized: 4/10/2010
1533 AUSTIN HWY STE 102-445

Address: SAN ANTON TX 78218 Date Incorporated N/A

Number of Years in contracting business under present name _____.

CONTRACTS ON HAND:

<u>Contract</u>	<u>Amount \$</u>	<u>Completion Date</u>
<u>ONE.</u>	<u>286,000</u>	<u>3/1/2023</u>

Type of work performed by your company: CONCRETE ROOFING STEEL FAB.
Remodel New construction Metal Buildings

Have you ever failed to complete any work awarded to you? NO

Have you ever defaulted on a contract? NO

List the projects most recently completed by your firm (include project of similar importance):

<u>Project</u>	<u>Amount \$</u>	<u>Mo/Yr. Completed</u>
<u>ROTARY APARTMENTS-LAUNDRY</u>	<u>186,000</u>	<u>2/6/2023</u>
<u>Remodel Home</u>	<u>96,000</u>	<u>6/16 2022</u>
<u>SAN JOSE APARTMENTS</u>	<u>386,000</u>	<u>1/20 2022</u>

Major equipment available for this contract: back Hoe Bobcat
welding machines.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Attach proof of Line of Credit, Verification of Deposit or other Financial Documentation

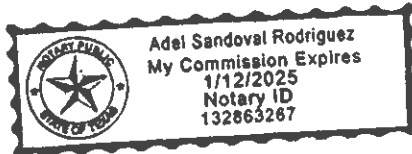
The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Contract Administrator and/or the City in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this 27 day of February.

By: (signature) [Signature]

Title: Notary

(Print name) Adel Sandoval Rodriguez



LOUIS SANDOVAL, JR.

8011 Maddie Lane
San Antonio, TX 78255

210-573-9042 (Cell)

SKILLS SUMMARY

Senior industrial mechanical superintendent with extensive experience in heavy industrial site development. Skilled in management of multi-trade, multi-lingual craftsmen crews of 30+. Excellent background in a variety of industrial construction projects, scheduling, and budgeting. Extensive technical expertise in ARC/TIG welding, fitting structural steel and electrical/hydraulic schematics. Experience with implementing various industrial renovation programs for major organizations including steel mills, power plants, SCR systems, ammonia systems, scrubbers and chiller systems.

EMPLOYMENT

Pipe Superintendent
Zachry Construction
San Antonio, TX

Aug- 1996 Present

Manages crew of 262 tradesmen in the installation of the high-pressure industrial piping including the main steam lines, hot and cold reheats, boiler water feed, potable water, lube oil feed, ash piping, condenser piping and boiler piping for coal-fired electric generating plant.. Coordinates job workload with other heavy industrial personnel like millwright, iron workers and electricians.

Mechanical Supervisor
Innovative Refrigeration
Lyndhurst, VA

Apr 2006 - Dec 2006

Supervised 30 multi-skilled craftsmen in the installation of compressors, condensers, evaporators, supports, piping and electrical startup to include conduit and electrical wiring. Delivered turn-key ammonia systems for industrial plants and warehouses.

Foreman
Casey Industrial
Albany, OR

Sept 2005 - Apr 2006

Managed 15 personnel as front-line supervisor for day-to-day heavy industrial piping projects. Oversaw installation of engineered piping supports. Coordinated the installation of piping and support workloads with steel erection personnel for complex crane support tasks. Scheduled quality control inspections throughout the build process.

Mechanical Supervisor
Kilgore Mechanical
Houston, TX

Apr 2005 - Sept 2005

Managed skilled crew of 12 personnel. Supervised all duct work, piping and electrical work to meet schedule deadlines and quality standards. Scheduled and coordinated city inspections for completed work. Completed installation of turn-key chiller systems on college campus and industrial plants.

Pipe Superintendent
Zachry Construction
San Antonio, TX

Aug 1996 - Apr 2005

Coordinated heavy industrial installation of hydraulic systems including underground water treatment piping at a treatment plant. Supervised workload on fiberglass piping, installation of steam and

hydraulic lines. Worked on a galvanizing line, chrome sprayer and high pressure hydraulic line for morgue oil used for a pickling plant at Nucor Steel. Supervised all stainless steel piping for a new filtration system on a paper mill in Mississippi. Additionally, completed mechanical construction work on 4 steel mills, 3 gas power plants, 2 SCR systems and 2 scrubbers.

**Superintendent
Industrial Refrigeration Services**

Oct 1989 - Jul 1996

Peachtree City, GA

Supervised the installation of compressors, air handling units, ammonia condensers and piping for refrigeration systems and boiler systems. Managed 5-person crew and 3 sub-contractor personnel.

**President
South Texas Steel**

Aug 1982 - Sept 1989

San Antonio, TX

Owned and operated general industrial construction business. Managed staff of 15 craftsmen and 4 administrative personnel. Conducted company financial management and estimation for contract bids. Oversaw all work in shop and on-site government facilities. Worked various steel erection, fabrication and manufacturing projects for the city of San Antonio and Kelly Air Force Base including demolition of bomb production plant to government specifications.

**Welder/Pipe Fitter
Page Avjet**

Aug 1979 - Jul 1982

San Antonio, TX

Refurbished aircraft sound suppressors used on flight lines of various air force bases including those located in Germany, England and Amsterdam.

**Welder/Pipe Fitter
Southwest Research**

Feb 1977 - Jul 1979

San Antonio, TX

Welded chrome, Austenitic and various other types of stainless steel in the production of submersible vessels. Led 4-man crew in production of one-of-a-kind type projects including specialized weapons.

**Lead Man/Welder
Brown & Root**

May 1973 - Jan 1977

Houston, TX

Supervised 40-man crews for welding off-shore oil production platforms. Coordinated work in B-Yard for the Marine Division.

EDUCATION

- 1971 Graduate of Tech High School in San Antonio, TX
- 1 year of trade school with SANYO in San Antonio, TX
- Completed Supervisor Training School with Brown & Root
- Certification in fork lift/crane operations while working for Industrial Refrigeration Services in December of 1993
- Completed hazardous communications program in 1993
- Fluent bi-lingual--articulate Spanish speaker and writer

OE1010-7164262

CERTIFICATE OF COMPLETION

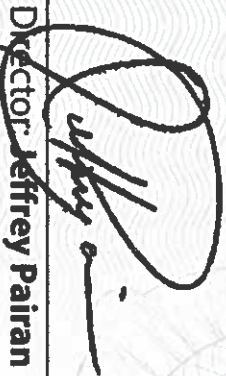


LOUIS SANDOVAL JR

Has diligently and with merit completed a

10-Hour OSHA Hazard Recognition Training for the Construction Industry
on 04/13/2018

from the OSHA Education Center and the American Safety Council Inc., and is awarded 1.0 IACET CEU.


Director: Jeffrey Pairan



As an IACET Accredited Provider, American Safety Council Inc. offers CEUs for its programs that qualify under the ANSI/IACET Standard.

**TEXAS MINIMUM CONSTRUCTION STANDARDS
AND SPECIFICATIONS (TCMS)**

BID CERTIFICATION FOR ALL HOME ASSISTED UNITS

HOME Contract/RSP Number: 1003166

Contractor's Company Name: Sandoval construction

Contractor's Name: Louis Sandoval

Mailing Address: 1533 AUSTIN HWY STE 102-445
SAN ANTONIO TX 78218

Contractor's Telephone: 210-573-9042

Contractor's Fax: _____

Program Administrator's Name: CITY OF HONDO

1. I understand that I am bidding on a construction contract funded with federal dollars and administered by the Texas Department of Housing and Community Affairs (TDHCA). I understand that debarment by either the State of Texas or the federal government will make me ineligible.
2. I understand that all work must be completed in accordance with HOME Program requirements and, as applicable:
 - Texas Minimum Construction Standards (TMCS)
 - Texas Minimum Construction Specifications (TMC Specs)
 - International Residential Code (IRC) – new construction and reconstruction
 - All local building and Energy Efficiency codes, standards, specifications.
 - Home Plans and Specifications provided by the City or the Contract Administrator
3. I hereby certify that all work performed will meet or exceed applicable codes, standards, and specifications as they apply to the construction work for which I am bidding. I also understand that compliance with applicable minimum construction codes, standards, and specifications will be considered part of my contract in the event that my bid is accepted by the above-referenced Contract Administrator. I understand that failure to meet or exceed applicable codes, standards, and specifications may result in debarment from future federally funded construction contracts.
4. I understand that I must provide a one-year warranty on all work performed and that failure to complete warranty work in a timely manner may result in debarment from future federally funded construction contracts.
5. I understand that at least ten percent (10%) of project construction funds will be retained for thirty (30) days pending completion of the Final Inspection and Verification. Failure to complete punch list items or warranty work during this time will result in forfeiture of the 10% retainage.


Signature of Building Contractor

2/28/2023
Date

BID SUMMARY SHEET FOR FIRST PROJECT

The following is a summary of all bids submitted for homes to be assisted using funds provided by City of HONDO HOME Program:

Address	Homeowner Name	Base Bid Amount of Each Home
1102 25 th St	Genoveva Gonzales	253,386. ⁶⁰
1102 Avenue R	Jeff Felan	289,200. ⁰⁰
705 15 th St.	Debbie Vela	259,686. ⁰⁰
803 Avenue T	John O'Connell	253,186. ⁰⁰
1310 17 th St	Oscar Rodriguez	268,186. ⁰⁰

Total Amount bid for all homes \$ 1,323,644.⁰⁰

Base bids listed above are good for a period of 90 days from date of submission.
(Minimum 90 calendar days.)


Signature

Name and address phone number of Contractor submitting bid:

SANDOVAL CONSTRUCTION
1533 AUSTIN HWY STE 102-445
SAN ANTONIO TEXAS 78218
Phone: 210-573-9042
Fax #: N/A
E-mail address sandovallconstruction@hotmail.com

SCHEDULE OF WORK

BID PROPOSAL PER HOUSE – ADDRESS: 1102 25th St. – 3BR

Item	Bid Amount – Written Amount	Bid Amount – in \$
Demolition/Disposal	Six Thousand Seven Hundred	\$ 6,700
Site (Prep/Grade/Fill)	Fifteen Thousand	\$ 15,000
Foundation	Thirty-one Thousand Five ^{Hundred}	\$ 31,500
Framing	Thirty Thousand	\$ 30,000
Masonry/Siding Exterior	Twenty Thousand	\$ 20,000
Plumbing	Twenty Five Thousand	\$ 25,000
Electrical	Thirty Thousand	\$ 30,000
Doors and Windows	Ten Thousand	\$ 10,000
Roofing	Fifteen Thousand	\$ 15,000
Finishes	Seventeen Thousand Five Hundred	\$ 17,500
Fixtures	Ten Thousand Five Hundred	\$ 10,500
HVAC	Seventeen Thousand Four Hundred ^{Eighty six}	\$ 17,486
Appliances	Six Thousand Five Hundred	\$ 6,500
1-inch Vinyl Mini Blinds (Venetian Blinds) to be installed in every window	Two Thousand Five Hundred	\$ 2,500
Parking Slab- 4" thick by 12 Ft wide concrete parking slab. Max. 240 Sq. Ft. Slab to be within 5 feet of home.	Four Thousand	\$ 4,000
<u>Driveway extensions to street- 4" thick by 12' wide concrete driveway from parking pad to the street up to 15 feet long. Provide approach and curb cut as required.</u>	Two Thousand Five Hundred	\$ 2,500
Additional Sidewalk-From parking slab to no-step entry. 180 Sq. Ft. Max.	Three Thousand Five Hundred	\$ 3,500.
Handicapped Bathroom Handicapped No- Step/Low-Step Shower Furnish "no-step or Low-Step" shower with grab bars	Two Thousand Five Hundred	\$ 2,500

Sod 10 Foot Perimeter around house. Grass suitable for climate.	three Thousand, Two Hundred	\$ 3,200
Total Base Bid	Two Hundred Fifty Three Thousand Three Hundred Eighty Six	\$ 253,386.

NOTE: Selection of low bid will be determined by lowest responsible bid.

I (we), being legally entitled, herewith submit these bids, and if awarded this work, fully agree to enter into Contract with the City and to complete all work in accordance with the terms, conditions, and requirements of the Contract Documents.

Seal if bid by Corp.

RESPECTFULLY SUBMITTED,

Louis Sandoval

Legal (printed or typed) name of Bidder

By

Louis Sandoval owner.

Signature & Title

ALTERNATE BID ITEMS PER HOUSE ADDRESS: 1102 25th St.

ALTERNATES	ADD + OR DEDUCT (- AMNT.)
<u>Alternate #1: Gutters</u> Gutters and downspouts on both exterior sides. Downspouts Maximum 20' on center. (Please note: TMCS requires these to be galvanized metal or aluminum and requires a concrete splash block to be placed under each downspout.) Gutters to be installed per city code.	Add Cost <u>5,200</u>
<u>Alternate #2: Carport</u>	Add Cost <u>8,560</u>

Homeowner Signature: _____ Date: _____

Contractor Name & Signature: Loy's Sandoval Date: 2/28/2023
Louis Sandoval

SCHEDULE OF WORK**BID PROPOSAL PER HOUSE – ADDRESS: 1102 Avenue R – 4BR**

Item	Bid Amount – Written Amount	Bid Amount – in \$
Demolition/Disposal	Six Thousand Five Hundred	\$ 6,500
Site (Prep/Grade/Fill)	Seventeen Thousand	\$ 17,000
Foundation	Forty Thousand	\$ 40,000
Framing	Thirty Five Thousand	\$ 35,000
Masonry/Siding Exterior	Twenty Five Thousand	\$ 25,000
Plumbing	Twenty Five Thousand	\$ 25,000
Electrical	Thirty Five Thousand	\$ 35,000
Doors and Windows	Twelve Thousand	\$ 12,000
Roofing	Seventeen Thousand	\$ 17,000
Finishes	Twenty Thousand	\$ 20,000
Fixtures	Twelve Thousand Five Hundred	\$ 12,500.
HVAC	Nineteen Thousand	\$ 19,000
Appliances	Six Thousand Five Hundred	\$ 6,500
1-inch Vinyl Mini Blinds (Venetian Blinds) to be installed in every window	Three Thousand	\$ 3,000
Parking Slab- 4" thick by 12 Ft wide concrete parking slab. Max. 240 Sq. Ft. Slab to be within 5 feet of home.	Four Thousand	\$ 4,000
<u>Driveway extensions to street- 4" thick by 12' wide concrete driveway from parking pad to the street up to 15 feet long. Provide approach and curb cut as required.</u>	Two Thousand Five Hundred	\$ 2,500
Additional Sidewalk-From parking slab to no-step entry. 180 Sq. Ft. Max.	Three Thousand Five Hundred	\$ 3,500
Sod 10 Foot Perimeter around house. Grass suitable for climate.	Three Thousand Two Hundred	\$ 3,200

Handicapped Bathroom Handicapped No- Step/Low- Step Shower Furnish "no-step or Low-Step" shower with grab bars	Two Thousand Five Hundred	\$ 2,500
Total Base Bid	Two hundred Eighty Nine Thousand Two Hundred	\$ 289,200

NOTE: Selection of low bid will be determined by lowest responsible bid.

I (we), being legally entitled, herewith submit these bids, and if awarded this work, fully agree to enter into Contract with the City and to complete all work in accordance with the terms, conditions, and requirements of the Contract Documents.

Seal if bid by Corp.

RESPECTFULLY SUBMITTED,

Louis Sandoval
Legal (printed or typed) name of Bidder

By Louis Sandoval owner.
Signature & Title

ALTERNATE BID ITEMS PER HOUSE ADDRESS: 1102 Avenue R

ALTERNATES	ADD + OR DEDUCT (- AMNT.)
<u>Alternate #1: Gutters</u> Gutters and downspouts on both exterior sides. Downspouts Maximum 20' on center. (Please note: TMCS requires these to be galvanized metal or aluminum and requires a concrete splash block to be placed under each downspout.) Gutters to be installed per city code.	Add Cost <u>5,200</u>
<u>Alternate #2: Carport</u>	Add Cost <u>8,560</u>
	 Cost _____

Homeowner Signature: _____ Date: _____

Contractor Name & Signature: Louis Sandoval Date: 2/28/2023
Louis Sandoval

SCHEDULE OF WORK

BID PROPOSAL PER HOUSE – ADDRESS: 705 15th St. – 3BR

******FLOODPLAIN******

Elevations vary on each home and the contractor will be responsible for knowing the City of Hondo Flood Management rules and building the foundation to fit each home with the elevation needs. This home will need an elevation certificate prior to construction and on completion of construction. Any drawings and costs in regard to the foundations shall be the responsibility of the contractor. We have attached a sample of foundation, wall bracing, and framing, roof framing and structural framing as a reference guide, but these may need to be revised based upon each site. This should be factored into your bid schedule.

Item	Bid Amount – Written Amount	Bid Amount – in \$
Demolition/Disposal	Seven Thousand Five Hundred	\$ 7,500
Site (Prep/Grade/Fill)	Fifteen Thousand	\$ 15,000
Foundation	Thirty one Thousand Five Hundred	\$ 31,500
Framing	Thirty Thousand Five Hundred	\$ 30,500
Masonry/Siding Exterior	Twenty Thousand	\$ 20,000
Plumbing	Twenty Five Thousand	\$ 25,000
Electrical	Thirty Thousand	\$ 30,000
Doors and Windows	Ten Thousand	\$ 10,000
Roofing	Fifteen Thousand	\$ 15,000
Finishes	Seventeen Thousand Five Hundred	\$ 17,500
Fixtures	Ten Thousand Five Hundred	\$ 10,500
HVAC	Seventeen Thousand Four Hundred Eighty Six	\$ 17,486.
Appliances	Six Thousand Five Hundred	\$ 6,500
1-inch Vinyl Mini Blinds (Venetian Blinds) to be installed in every window	Two Thousand Five Hundred	\$ 2,500
Parking Slab- 4" thick by 12 Ft wide concrete parking slab. Max. 240 Sq. Ft. Slab to be within 5 feet of home.	Four Thousand	\$ 4,000
<u>Driveway extensions to street- 4" thick by 12' wide concrete driveway from parking pad to the street up to 15 feet long. Provide approach and curb cut as required.</u>	Two Thousand Five Hundred	\$ 2,500.

Additional Sidewalk-From parking slab to no-step entry. 180 Sq. Ft. Max.	Three Thousand Five Hundred	\$ 3,500
Handicapped Bathroom Handicapped No- Step/Low-Step Shower Furnish "no-step or Low-Step" shower with grab bars	Two Thousand Five Hundred	2,500
Sod 10 Foot Perimeter around house. Grass suitable for climate.	Three Thousand Two Hundred	\$ 3,200
Required/Floodplain elevation before and after certification and Flood plain mitigation Windstorm Certification/Building permits.	Five Thousand	\$ 5,000.
Total Base Bid	Two Hundred And Fifty Nine Thousand, Six Hundred And Eighty Six	\$ 259,686

NOTE: Selection of low bid will be determined by lowest responsible bid.

I (we), being legally entitled, herewith submit these bids, and if awarded this work, fully agree to enter into Contract with the City and to complete all work in accordance with the terms, conditions, and requirements of the Contract Documents.

Seal if bid by Corp.

RESPECTFULLY SUBMITTED,

Louis Sandoval
Legal (printed or typed) name of Bidder

By Louis Sandoval owner.
Signature & Title

ALTERNATE BID ITEMS PER HOUSE ADDRESS: 705 15th St.

ALTERNATES	ADD + OR DEDUCT (- AMNT.)
<u>Alternate #1: Gutters</u> Gutters and downspouts on both exterior sides. Downspouts Maximum 20' on center. (Please note: TMCS requires these to be galvanized metal or aluminum and requires a concrete splash block to be placed under each downspout.) Gutters to be installed per city code.	Add Cost 5,200
<u>Alternate #2: Carport</u>	Add Cost 8,560
	Cost

Homeowner Signature: _____ Date: _____

Contractor Name & Signature: _____ Date: _____

SCHEDULE OF WORK

BID PROPOSAL PER HOUSE – ADDRESS: 803 Avenue T – 3BR

Item	Bid Amount – Written Amount	Bid Amount – in \$
Demolition/Disposal	Six Thousand Five Hundred	\$ 6,500
Site (Prep/Grade/Fill)	Fifteen Thousand	\$ 15,000
Foundation	Thirty one thousand	\$ 31,000
Framing	Thirty Thousand	\$ 30,000
Masonry/Siding Exterior	Twenty Thousand	\$ 20,000
Plumbing	Twenty Five Thousand	\$ 25,000
Electrical	Thirty Thousand	\$ 30,000
Doors and Windows	Ten Thousand	\$ 10,000
Roofing	Fifteen Thousand	\$ 15,000
Finishes	Seventeen Thousand Five Hundred	\$ 17,500
Fixtures	Ten Thousand Five Hundred	\$ 10,500
HVAC	Seventeen Thousand Four Hundred Eighty ^{six}	\$ 17,486
Appliances	Six Thousand Five Hundred	\$ 6,500
1-inch Vinyl Mini Blinds (Venetian Blinds) to be installed in every window	Two Thousand Five Hundred	\$ 2,500
Parking Slab- 4" thick by 12 Ft wide concrete parking slab. Max. 240 Sq. Ft. Slab to be within 5 feet of home.	Four Thousand	\$ 4,000
<u>Driveway extensions to street- 4" thick by 12' wide concrete driveway from parking pad to the street up to 15 feet long. Provide approach and curb cut as required.</u>	Two Thousand Five Hundred	\$ 2,500
Additional Sidewalk-From parking slab to no-step entry. 180 Sq. Ft. Max.	Three Thousand Five Hundred	\$ 3,500

Sod 10 Foot Perimeter around house. Grass suitable for climate.	Three Thousand Two Hundred	\$ 3,200
<u>Handicapped Bathroom</u> Handicapped No- Step/Low-Step Shower Furnish "no-step or Low-Step" shower with grab bars	Two Thousand Five Hundred	\$ 2,500
Total Base Bid	Two Hundred Fifty Three Thousand, one Hundred and Eighty Six	\$ 253,186.

NOTE: Selection of low bid will be determined by lowest responsible bid.

I (we), being legally entitled, herewith submit these bids, and if awarded this work, fully agree to enter into Contract with the City and to complete all work in accordance with the terms, conditions, and requirements of the Contract Documents.

Seal if bid by Corp.

RESPECTFULLY SUBMITTED,

Louis Sandoval

Legal (printed or typed) name of Bidder

By Louis Sandoval owner-
Signature & Title

ALTERNATE BID ITEMS PER HOUSE ADDRESS: 803 Avenue T

ALTERNATES	ADD + OR DEDUCT (- AMNT.)
<u>Alternate #1: Gutters</u> Gutters and downspouts on both exterior sides. Downspouts Maximum 20' on center. (Please note: TMCS requires these to be galvanized metal or aluminum and requires a concrete splash block to be placed under each downspout.) Gutters to be installed per city code.	Add Cost 5,200
<u>Alternate #2: Carport</u>	Add Cost 8,560
	Cost

Homeowner Signature: _____ Date: _____

Contractor Name & Signature: Louis Sandoval Date: 2/28/2023
Louis Sandoval

SCHEDULE OF WORK

BID PROPOSAL PER HOUSE – ADDRESS: 1310 17th St. -3BR

****Floodplain**

*****Noise Mitigation**

Elevations vary on each home and the contractor will be responsible for knowing the City of Hondo Flood Management rules and building the foundation to fit each home with the elevation needs. This home will need an elevation certificate prior to construction and on completion of construction. Any drawings and costs in regard to the foundations shall be the responsibility of the contractor. We have attached a sample of foundation, wall bracing, and framing, roof framing and structural framing as a reference guide, but these may need to be revised based upon each site. This should be factored into your bid schedule.

Item	Bid Amount – Written Amount	Bid Amount – in \$
Demolition/Disposal	Six Thousand Five Hundred	\$ 6,500
Site (Prep/Grade/Fill)	Fifteen Thousand	\$ 15,000
Foundation	Thirty one Thousand Five Hundred	\$ 31,500
Framing	Thirty Thousand	\$ 30,000
Masonry/Siding Exterior	Twenty Thousand	\$ 20,000
Plumbing	Twenty Five Thousand	\$ 25,000
Electrical	Thirty Thousand	\$ 30,000
Doors and Windows	Ten Thousand	\$ 10,000
Roofing	Fifteen Thousand	\$ 15,000
Finishes	Seventeen Thousand Five Hundred	\$ 17,500
Fixtures	Ten Thousand Five Hundred	\$ 10,500
HVAC	Seventeen Thousand Four Hundred Eighty ^{SIX}	\$ 17,486
Appliances	Six Thousand Five Hundred	\$ 6,500
1-inch Vinyl Mini Blinds (Venetian Blinds) to be installed in every window	Two Thousand Five Hundred	\$ 2,500
Parking Slab- 4" thick by 12 Ft wide concrete parking slab. Max. 240 Sq. Ft. Slab to be within 5 feet of home.	Four Thousand	\$ 4,000
<u>Driveway extensions to street- 4" thick by 12' wide concrete driveway from parking pad to the street up to 15 feet long. Provide approach and</u>	Two Thousand Five Hundred	\$ 2,500.

<u>curb cut as required.</u>		
Additional Sidewalk-From parking slab to no-step entry. 180 Sq. Ft. Max.	Three Thousand Five Hundred	\$ 3,500
Handicapped Bathroom Handicapped No- Step/Low-Step Shower Furnish "no-step or Low-Step" shower with grab bars	Two Thousand Five Hundred	\$ 2,500
Sod 10 Foot Perimeter around house. Grass suitable for climate.	Three Thousand Two Hundred	\$ 3,200
Required/Floodplain elevation before and after certification and Flood plain mitigation Windstorm Certification/Building permits.	Five Thousand	\$ 5,000
Noise mitigation – noise levels not to exceed 45 decibels	Ten Thousand	\$ 10,000
Total Base Bid	Two Hundred Sixty Eight Thousand One Hundred Eighty Six	\$ 268,186

NOTE: Selection of low bid will be determined by lowest responsible bid.

I (we), being legally entitled, herewith submit these bids, and if awarded this work, fully agree to enter into Contract with the City and to complete all work in accordance with the terms, conditions, and requirements of the Contract Documents.

Seal if bid by Corp.

RESPECTFULLY SUBMITTED,

Louis Sandora

Legal (printed or typed) name of Bidder

By Louis Sandora owner

Signature & Title

ALTERNATE BID ITEMS PER HOUSE ADDRESS: 1310 17th St.

ALTERNATES	ADD + OR DEDUCT (- AMNT.)
<u>Alternate #1: Gutters</u> Gutters and downspouts on both exterior sides. Downspouts Maximum 20' on center. (Please note: TMCS requires these to be galvanized metal or aluminum and requires a concrete splash block to be placed under each downspout.) Gutters to be installed per city code.	Add Cost <u>5,200</u>
<u>Alternate #2: Carport</u>	Add Cost <u>8,560</u>
	 Cost

Homeowner Signature: _____ Date: _____

Contractor Name & Signature: Louis Sandoval Date: 2/28/2023

Special Conditions **CONSTRUCTION REQUIREMENTS,** **& PAYMENT PROCESS**

Langford Community Management Services will be providing administrative services to Grantees and household beneficiaries as part of housing rehabilitation and reconstruction of single-family homes under the Texas HOME Investment Partnerships Program (HOME) as administered by the Texas Department of Housing and Community Affairs (TDHCA). All rules, guidelines, and procedures presented in this document and all referenced documents will apply to the HOME Program. These Special Conditions have priority over all other conditions and requirements of the Contract Documents.

1. **Demolition and Disposal: Contractor will be responsible for construction and demolition. Check with the city for any additional requirements.**

Unless otherwise directed by the Administrator the Contractor shall provide for the demolition of any existing home as follows:

- a. Each site shall be cleaned to ground line.
- b. To the extent required by the new construction, any contaminated soil, foliage and associated roots, pipes, old concrete slabs and footings, and any other obstacles to new construction shall be removed.
- c. Contractor must dispose of all demolition debris and must use the City's refuse removal service for all roll-offs, dumpsters, and any other required waste disposal services.
- d. Demolition and disposal must be conducted in adherence with all applicable federal, state, and local laws and regulations. It is the Contractor's responsibility to be familiar with all such laws and regulations. Note that TDHCA regulations prohibit the moving of a housing unit to another location for use. All housing units (including manufactured homes) must be demolished and disposed of properly.
- e. A Separate line item price for 'Demolition and Disposal' shall be included with the base bid unless indicated "Not Applicable" on the Schedule of Work. (See Alternate Bid form)

2. **Site Preparation, Grade, Fill:**

Unless otherwise directed by the Administrator the Contractor shall:

- a. Provide, deliver, distribute, and compact as necessary any soil or other fill material(s) that may be required to bring site to grade, replace any removed contaminated soil, ensure proper drainage away from foundation, and achieve a suitable surface for construction in adherence with any governing building codes. This requirement is in addition to any standard foundation and pad construction materials and procedures included in the base bid.
- b. A Separate line item price for 'Site Prep/Grade/Fill' shall be included with the base bid unless indicated "Not Applicable" on the Schedule of Work.

3. **Materials**

All work is to be New Construction composed of New Materials in accordance with the plans, specifications, and applicable building codes.

4. **Homeowner Relationships and Preferences:**

The Contractor must recognize the special needs and concerns of the low-income, elderly and disabled clients and must ensure that all clients are at all times treated respectfully and courteously. Contractor and/or staff must conduct themselves in a professional manner at all times. Contractor shall provide samples as required by the Contract Administrator for selection of materials as cited in the individual specifications and provide a reasonable amount of time for Homeowner to make selections.

5. Payment for Work:

These projects are constructed with federal funds administered by state agencies. Due to the reimbursement processes, fulfillment of payment requests may take as many as 30-45 days from the time such requests are submitted to the Contract Administrator and the City for processing and then forwarded to the State for distribution of funds.

6. Workers Compensation Insurance:

Workers Compensation Insurance is required on every person employed on the project(s), except as hereinafter indicated. Accident & Accidental Death Insurance policies issued by underwriters are not acceptable in lieu of Statutory Workers Compensation Policies. The Contractor is required to assure that each Subcontractor complies with the statutory requirements, failing thereof, shall assume all risks associated therewith.

Contractor may provide Workers Compensation Insurance covering all sub-contractors and their employees or may require that all sub-contractors provide their own Workers Compensation Insurance. In either case Contractor shall provide documentation showing that Workers' Compensation Insurance is in effect for the duration of the project to the Contract Administrator and to any agent of the State upon demand. In no instance shall examination, approval, or failure to examine or approve any associated documents relieve the Contractor (or employer as applicable) from Statutory requirements as defined by Texas Administrative Code Title 28 Section 110.110.

See attached "WORKERS' COMPENSATION INSURANCE COVERAGE" for specific statutory requirements

Proof and documentation of the above conditions must be made available for inspection, examination and review to the Contract Administrator or to any agent of the State upon demand. In no instance shall examination, approval, or failure to examine or approve any of the above conditions, relieve the Contractor (or employer as applicable) from Statutory requirements.

7. Change Orders:

Requests for "extras" or substitutions by change order may be considered, provided the request may be contractually justified and the quality of the finished product is not compromised. Prior to performing "extra" work, purchasing "extra" materials, or making any material substitutions or alterations to the home, the Contractor must have first submitted a change order request and obtained WRITTEN APPROVAL from the Contract Administrator. Change Orders are NOT to be expected, except in instances requiring:

- Unforeseen site conditions discovered after demolition that necessitate additional site preparation, such as soil contaminated by sewage that may require additional site excavation and fill. The granting of a change order to address such an issue shall not relieve the contractor of their primary responsibility to provide, deliver, and distribute any soil or other fill material(s) as necessary to bring site to grade, ensure proper drainage, and achieve a buildable surface/pad for construction as described in paragraph 2. Any approval of a change order to address such circumstance shall be at the sole discretion of

the contract administrator and must be agreed to at the time of preconstruction meeting, immediately after demolition of home, or immediately upon discovery of a problem.

- Installation of handicap accessibility improvements.
- Installation of septic systems.
- Approved time delays.

Any request for reimbursement of unforeseen "extra" expenses must include a pre-approved change order request. Change Order requests for unforeseen extra expenses must include a cost estimate of the requested "extra" expenses. Any request for reimbursement of "extra" expenses not accompanied by a pre-approved change order request shall be denied and City and Contract Administrator and Homeowner shall have no liability to the Contractor for such expenses.

8. Regulatory Agencies, etc.:

Contractor must comply with all rules, regulations, and fees of regulatory agencies and similar entities having authority over the various portions of the work. Included but not limited to: City Reviews, Permits and Building Codes; OSHA; TCEQ; EPA; ADA; elemental LEAD; Asbestos; Department of Health; etc.

9. Safety of the Workplace:

Safety is the sole responsibility of the Contractor. The Contractor is responsible for any job-related illness or injury to workers and shall indemnify and hold harmless the City, County and/or Non-Profit, its consultants, agents, the project staff, and the owner of home and their family in the event an on-the-job illness or injury occurs.

10. Texas Minimum Construction Specifications and Code:

The Texas Minimum Construction Specifications are included in the Contract Documents. Where there is a question as to its meaning or application, contact the Contract Administrator for clarification. The most current edition of the International One- & Two-Family Dwelling Code shall be an integral part of the Contract Documents for the project(s). Contractor is required to obtain a copy of this Code and become familiar with its contents. Copies can be obtained from various sources, including the Southern Building Code Congress International in Austin, Texas. The conditions included in the Contract Agreement shall be included in these Special Conditions as though reprinted in their entirety herewith.

11. Wage Rates:

Mandatory Prevailing Wage Rates are not applicable to these projects.

12. Accessibility Standards for Construction:

There are alternate bids/base bids for the construction of handicapped accessible shower units. On those projects where these alternate bids are accepted or included into the base bid, construction shall comply with the requirements of the "Fair Housing Accessibility Guidelines" as published in the Federal Register, Volume 56, No. 33, pages 9497 through 9514 (and included in this Project Manual). Contractor shall be responsible for compliance with these rules. All houses at a minimum must meet IRC code 2306.514.

13. Job Site:

The Contractor shall use the site and its facilities only for the construction called for. The electrical, sanitary waste, water, and gas systems shall be used only for construction purposes and during the construction phase only. The Contractor shall obtain and display at the job site

all permits and inspection tags as required by the City and/or County if required. Contractor shall not enter adjacent properties without prior permission of those property owners. Contractor shall be liable for making all arrangements for such entry and for repairing fences and any property damage caused by his operations. Contractor shall maintain the site free from waste materials, debris and rubbish. Contractor shall provide prompt, near-by access to portable bathroom facilities for their on-site construction team. For example, if multiple homes are being constructed within less than a 10-minute drive, there should be access to at least one portable bathroom facility. Contractor shall execute final cleaning including, but not limited to sweeping, dusting, windows and the like, prior to final inspection.

14. Scheduling and Liquidated Damages:

The Contractor agrees to commence, or cause to be commenced, the actual work described in the Schedule of Work and Timeline within fifteen (15) days of the notice to proceed or the Effective Date of this Contract, whichever is later. Liquidated damages of One Hundred Dollars (100.00) per day will be assessed to the Contractor for failure to begin within the terms of this agreement, subject to extensions for excusable delays requested through change order, or Contract is subject to termination. The Contractor agrees to complete, free of liens or rights of liens of contractors, mechanics, material men or laborers, all work listed above within one hundred and twenty (120) calendar days after the latter of: (a) date of the Notice to Proceed, or (b) the effective date of this Contract, subject to extensions approved by the Contract Administrator for the period of any excusable delays. Liquidated damages of One Hundred Dollars (100.00) per day will be assessed to the Contractor for failure to complete the project within the timeline specified subject to extensions and excusable delays. If all construction is started and completed on the project within the time frame described above, liquidated damages will not be assessed. Extensions for excusable delays must be requested and approved through change orders and, at the sole discretion of the contract administrator, may include delays caused by a utilities company's failure to disconnect, reconnect, or retire service as required, receipt of required inspections (not including any rework required as the result of a nonconformity to home specifications or applicable building codes discovered by inspectors), and delays caused by significant inclement weather conditions (Intermittent rain events shall be expected as a normal occurrence during the construction period and may not be deemed an excusable delay unless significant flooding or extended duration of the rain event is experienced).

15. Workmanship and Warranty:

All work shall be done with skilled craftsmen and accomplished with care. Contractor will provide a written warranty to the Homeowner warranting all work one-year on repairs and on all materials and workmanship. Contractor will use all new materials. Additional warranty period can be authorized by the Contract Administrator if determined necessary due to circumstances including but not limited to unconventional construction technique or unconventional material.

16. Other Requirements and Interpretations:

The Contractor must retain all work and cost records for a minimum period of five (5) years after payment has been made and all other pending matters are closed. This requirement is to assure fair settlement of disputes or complaints that may arise, as well as to fulfill federal audit requirements. The rehabilitation and reconstruction work are federally funded. Any known or suspected incident of fraud or program abuse involving the Contractor, or the Contractors staff will be reported to the appropriate local, state or federal investigative body or official. All questions regarding the requirements set forth within all associated contract documents shall be directed to the Contract Administrator; the final interpretation of which shall rest with and be the sole responsibility of the Contract Administrator.

17. Section 3 Plan:

The Contractor shall comply with "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C. F. R. 135, and all applicable rules and orders of the Department issued there under p6orto the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements. The Contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C. F. R. Part -135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with requirements of the regulations. Compliance with the provisions of Section 3, the regulations set forth in 24 C. F. R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

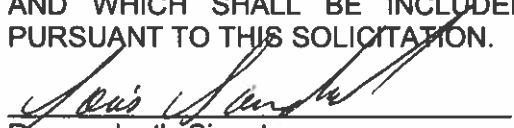
18. Assignment:

Contractor shall not assign this Contract without the written authorization by the City and Contract Administrator.

19. Venue

Venue for any legal litigation shall reside in the County of the location of the project.

I HEREBY ACKNOWLEDGE HAVING READ AND CERTIFY THAT I UNDERSTAND AND FULLY ACCEPT ALL THE TERMS AND CONDITIONS WHICH ARE SET FORTH HEREIN AND WHICH SHALL BE INCLUDED IN ANY CONTRACT DOCUMENT EXECUTED PURSUANT TO THIS SOLICITATION.


Respondent's Signature

2/28/2023
Date

Sandora Construction
Name of Company

CHILD SUPPORT STATEMENT

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

List below the name and Social Security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application.

Louis Sandoval

457-90-5395

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services, or receive a state-funded grant or loan.

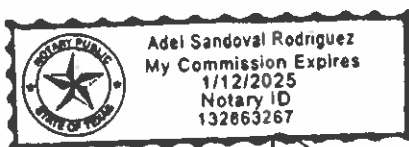
A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a Social Security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Parts A and D of Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-669).

By: Louis Sandoval

Title: Owner

Subscribed and sworn to me this 25 day of February, 2023



By: Adel Sandoval Rodriguez
Notary Public

My Commission Expires: 1/12/2025

AFFIDAVIT OF NONDISCRIMINATION, NONSEGREGATED FACILITIES, ANTI-COLLUSION, AND BUSINESS RELATIONSHIPS

State of Texas

County of Medina

The undersigned, of lawful age, being first duly sworn upon oath, deposes and stated that I am the duly authorized agent of the bidder submitting the attached bid and am authorized by said bidder to execute the within affidavit.

I further swear that if said bidder is successful on this project, it will not discriminate against anyone in employment practice because of race, color, religion, sex, or national origin. The undersigned further states that said bidder will comply with all federal and state laws and executive orders concerning the subject of nondiscrimination.

The undersigned further states that said bidder does not and will not maintain or provide for its employees any segregated facilities as defined in the instructions for this project at any of its establishments, not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The bidder further agrees that a violation of this certification is a breach of the equal opportunity clause of this bid and any contract awarded pursuant thereto. Said bidder further agrees that (except where it has obtained identical certification from proposed subcontractors for specific time periods), it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding Ten Thousand Dollars (\$10,000) which are not exempt from the provisions of the equal opportunity laws, and that said bidder will retain such certifications in its files.

The undersigned further states that said bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the prospective contract, or any other terms of prospective contracts or engaged in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract; and that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Texas (or other entity) any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

The undersigned further states that any partnerships, joint ventures, or other business relationships that are now in effect, or existed within one (1) year prior to this statement, with the architect, engineer or other party to this project; or any such business relationships between any officer or director of the bidder and any officer or director of the architectural or engineering firm or other party to the project are described as follows:

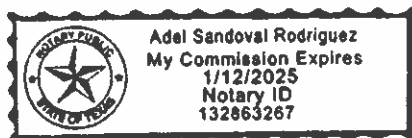
NAME OF BIDDER: Sandoval Construction

BY: Louis Sandoval

Subscribed and sworn to before me this 25 day of February, 2023

My Commission expires: 1/12/2023

Adel Sandoval Rodriguez
Notary Public



A large, stylized handwritten signature of the notary, Adel Sandoval Rodriguez, written in black ink.

**STATE AND FEDERAL REQUIREMENTS AFFIDAVIT
OF PRIME BIDDER**

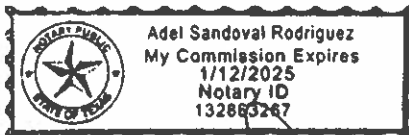
Louis Sandoval, being first duly sworn, deposes and says that:

1. He/She is Owner of 1 Sandoval Construction the Bidder that has submitted the attached Bid(s);
2. He/She is fully informed respecting the preparation and contents of the attached Bid(s) and of all pertinent circumstances respecting such Bid(s);
3. Bidder attests that he/she, the firm, or any current principal of their firm is not listed on any federal, state or local (i.e., GSA/HUD/GAO) list of debarred, suspended and ineligible contractors and grantees;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, is listed on any federal, state or local (i.e., GSA/HUD/GAO) list of debarred, suspended and ineligible contractors and grantees.
5. Bidder and any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, attests compliance with the U.S. Department of Labor, U.S. Fair Labor Standards Act, U. S. Occupation Safety Health Act (OSHA), U.S. Environmental Protection Agency, Texas Department of Housing and Community Affairs and that your firm meets and will enforce all federal and state equal employment, affirmative action and non-discrimination regulations.

By: Louis Sandoval

Title: Owner

Subscribed and sworn to me this 23 day of February, 2023



By: Adel Sandoval Rodriguez
Notary Public

My Commission Expires: 1/12/2023

BIDDER'S SECTION 3 PLAN

In order to foster local economic development, neighborhood economic improvement and individual self-sufficiency, the following plan will be placed into action:

- Solicitations for subcontractor bids will be sent to a representative of the local Public Housing Authority.
- Any contractors hired to work on the HOME Investment Partnerships Program construction projects will recruit in the local low-income neighborhoods and public housing developments (this may be done via flyers, posting signs, placing ads, and/or contacting resident organizations, local community development organizations, or employment agencies to find potential new hires, as needed. Existing employees will not be terminated in order to hire Section 3 employees.
- Contractors will provide Contract Administrator with a list of Section 3 hires at the end of each project.

Louis Sandoval owner
Name and Title of Signer (Type or Print)

Louis Sandoval
Signature

2/28/2023
Date

CONTRACTOR CERTIFICATIONS
CERTIFICATION OF BIDDER REGARDING: SECTION 3
AND SEGREGATED FACILITIES

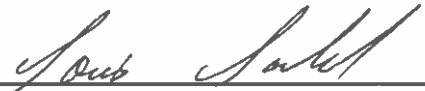
Sandoval construction.
Name of Contractor

city of Hondo TDHCA 1003166
Project Name and Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Louis Sandoval owner
Name and Title of Signer (Type or Print)


Signature

2/28/2023
Date

BIDDER'S EXPERIENCE

List below the names, addresses and phone numbers of five (5) references for which you (or your firm) have performed new home construction/ reconstruction/rehabilitation activities in the past three (3) years

REFERENCES:

	Name/address Phone Number If HOME Program	Describe Type of Work
1.	COMMISSNER TIM NEUMAN PCT 1 830-444-6498 HONDO TX	Add 1500 sq ft of office space metal Build AND make new Air Lights Turnkey
2.	HOUSING AUTHORITY OF DEL RIO TX Heriberto Falcon 830-488 1954	Remold 196 units inside AND out PAINT AND Redo Bath Rooms
3.	ROTARY VILLAGE DEL RIO TX 830- Isidro Fernandez Exec Director 422-5400	new LAUNDRY Room New construction
4.	ASRL ENTERPRISES IN SAN ANTONIO TX Ade/Rodriguez 210-908-9955	Build To Houses Total 3,600 sq ft.
5.	HeB ZACHRY SAN ANTONIO TX Chris Erwin president 210-416-8217	Work Demo AND New construction

Each reference will be contacted and asked the following questions:

- Specifically, what work was completed by this firm or individual?
- Please rate the quality of work completed. Was the contractors work?
☐ Very Good ☐ Good ☐ Fair ☐ Poor
- Did the contractor complete the work in a timely and efficient manner?
- Was a twelve (12) month warranty provided for work? If so, were warranty items performed in a timely manner? Did conflicts occur?

Number of years your firm has performed: New home construction: 13 years
 Rehabilitation work: 13 years

A minimum of five (5) years' work experience each in new home construction and/or housing rehabilitation is required.

FINANCIAL & TECHNICAL RESOURCES

A. FINANCIAL RESOURCES

1. List five (5) trade references from which you or your firm has purchased materials within the last twelve (12) months. Relatives are not accepted so do not list relatives. Additional references can be listed to ensure that five (5) references can be contacted.
 - a. Has this firm been timely in meeting their financial obligations?
 - b. Would you characterize this firm as honest, fair and responsible?
 - c. Have you or would you extend credit to this individual/firm?

Reference	Name	Address	Phone
1.	ELLIOTT Electric Supply	SAN ANTONIO TX	1-888-569-7943
2.	Morrison Supply Plumbing	91 FM 3447 Uvalde TX	830-2754800
3.	Pella Windows Doods	6510-BLANCO ROAD	210-735-2030
4.			
5.			

B. TECHNICAL RESOURCES

1. Field Staff Experience: Who will supervise the work performed pursuant to this solicitation? Attach resume(s) showing relevant technical knowledge and expertise or all supervisors. (Resumes must be provided for any new supervisors when hired or assigned to work on the projects being bid.)
2. Trades: Do you have the following trades working for you or will you be subcontracting the work? (Use additional sheets as necessary.)

Trade	Employee Name(s)	Subcontracted (Name)	Worker Comp Ins. Yes or No
Foundation	Self Mario	Sandoval const'n	Yes
Plumbing	Hector celestina	master plumber.	Yes
Electrical	Jorge GALVAN	GALVAN ELE	Yes
HVAC	Louis B Sandoval	SAN ANTONIO cooling	Yes.
Roofing	Joe Self	Sandoval construc's	Yes
Painting	Joshua Self	lll	Yes
Sheet Rock	Joe Self	lll	Yes
Carpentry	Joe Self	lll	Yes
Windows	Jose Ramon	Self lll	Yes
Floor Covering	Jose Ramon	Self ll	Yes
*Lead-Based Paint Abatement	Joe	1st choice Abatement	Yes

Texas Administrative Code Title.28 Section 110.110(c)(7) requires the following language to be contained in building and construction bid specifications and contracts:

Workers' Compensation Insurance Coverage

A. Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1)) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide to the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

HOME PROGRAM
HOUSING REHABILITATION/RECONSTRUCTION
ASSISTANCE

CITY OF HONDO
TDHCA Contract Number 1003166

BID FORMS
&
STATUTORY REQUIREMENTS

SEALED BID OPENING
February 28, 2023 at 10:00 A.M.
HONDO City Hall

ATTN: Jamie Kindred Community Programs/ Home Program
1600 Avenue M.
HONDO, Texas 78861
830-426-3370

For Construction Questions contact Lacie Koska 713-557-5957

INSTRUCTION TO BIDDERS **FOR DEMOLITION & CONSTRUCTION**

1. Use of Separate Bid Forms

This bid package includes a complete set of bid and contract forms which are for the convenience of the bidders for their review and are not to be detached, completed or executed. Separate bid forms are provided for your use and submission of your bid.

2. Interpretations or Addenda

No oral interpretations will be made to any bidder. Each request for an interpretation shall be made in writing to the locality or project administrator no less than seven (7) days prior to the bid opening. Each interpretation made will be in the form of an Addendum to the bid documents and will be distributed to all plan holders no less than five (5) days prior to the bid opening. All such addenda shall become part of the bid documents and all bidders shall be bound by such addenda.

3. Inspection of Site

Each bidder is required to visit the sites of the proposed work and fully acquaint themselves with the existing site conditions. The bidder must include the cost to bring site to grade and provide a suitable surface/pad for construction as part of the base bid and shall in no way be relieved of any obligations under the execution of the contract due to their failure to examine the project site. The Contract Administrator shall have the right to reject any claim from bidder due to Bidders failure to inspect the site prior to the bid submission.

4. Alternate bid items

Alternate bid items will be considered should there be a tie in regard to the Base Bid. Alternate bid item #1 Gutters will be used as a tiebreaker.

5. Bids

a. All bids must be submitted on the forms provided and are subject to all requirements of the plans and specifications including the Contract Documents with attachments.

b. All bids must be regular in every respect and no interlineations, excisions, or special conditions may be made or included by the bidder.

c. Bid documents, including the bid for each address, and specified bid forms shall be sealed in an envelope and clearly labeled with the words "Bid Documents for the City of HONDO HRA HOME Program", name of bidder and the date and time of bid opening.

d. The locality may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.

e. If a contract is awarded, it will be awarded to a responsive bidder on the basis of the lowest responsible combined BASE bid of all homes. The contract will require the completion of the work in accordance with the contract documents.

6. Bid Modifications Prior to Bid Opening

a. Any bidder may modify his/her bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the locality prior to the closing time, and provided further, the locality is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition, subtractions or other modifications so that the final prices or terms will not be known by the locality until the sealed bid is open. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.

b. Likewise, any bidder may modify a bid by submitting a supplemental bid in person prior to the scheduled closing time for receipt of bids. Such supplemental bid should mention only additions or subtractions to the original bid so as to not reveal the final prices or terms to the locality until the sealed bid is open.

7. Statement of Bidders Qualifications

Each bidder shall submit on the form furnished for that purpose a statement of the bidder's qualifications. The locality shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the contract, and the bidder shall furnish the locality all such information and data for this purpose as it may request. Contracts in hand with amounts and completion dates must be filled in. A Line of Credit or other Financial Statements must be listed showing financial capacity to support the construction of the houses in the bid. (TBD may be deemed as unresponsive). Bidder shall attach a list of at least 5 references including contact name, address and phone number for each with an additional 2 material supplier references with contact name, address and phone number. The locality reserves the right to reject any bid where an investigation of the available data does not satisfy the requirement that the bidder is qualified and capable to complete the terms of the contract.

8. Contractor Bid Certification

Bidder must submit a signed "Contractor Bid Certification" as part of the submitted bid documents. The form is furnished in this bid package.

9. Section 3 Provisions

Bidder must adopt and sign the Section 3 Plan and Certification as provided as part of the bid submission. The form is furnished in this bid package.

10. Unit Price

The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

11. Corrections:

Erasures or other corrections in the bid must be initialed by the bidder.

12. Time for Receiving Bids

Bids received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the locality that the late arrival of the bid was solely due to delay in the mail for which the bidder was not responsible, such bid will be received and considered.

13. Opening of Bids

The locality shall, at the time and place fixed for the opening of bids, open each bid and publicly read aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present.

14. Withdrawal of Bids

Bidder may withdraw the bid before the time fixed for the opening of bids, by communicating his purpose in writing to the locality. Upon receipt of such notice, the unopened bid will be returned to the bidder

15. Award of Contract/Rejection of Bids

a. The contract will be awarded to the responsive, responsible Bidder submitting the lowest responsible combined BASE bid of all homes. The bidder selected will be notified at the earliest possible date. The locality reserves the right to reject any or all bids and to waive any informality in bids received where such rejection or waiver is in its interest.

b. The locality reserves the right to consider as unqualified to do the work any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this contract.

c. Potential Disqualification Factors - The contract will be awarded to the most responsive and responsible bidder, not necessarily the lowest bidder. Criteria by which bids can be judged as non-responsive include:

- Unsatisfactory past performance of a particular Contractor on projects of similar scope and complexity.
- Whether the Bidder has one or more rehabilitation or reconstruction contracts in progress at the time of bidding. Contractors previously awarded HOME Program funds by other HOME administered projects will NOT BE ELIGIBLE for bidding unless the following requirements have been met: Maximum of \$1,000,000.00 in active contracts will be awarded to any one contractor (75% of homes in a given Program as identified by a single State contract number must have sheetrock, tape, float, and texture complete at time bids are due to be eligible for bidding above the one million dollar limit.).
- If the Bidder has altered the Proposal/Bid Form during preparation of bid which will change the conditions and/or scope of the work to be performed, any bid exemption, variation, adjustment, or modification without written approval by the Contract Administrator prior to bid submission will DISQUALIFY bidders.
- THE BID PACKAGE MUST BE SUBMITTED IN A SEALED ENVELOPE. Bids shall not be submitted in any manner whereby the amounts of bid or bids may be disclosed, examined, or read prior to the time of the bid opening.
- Submitted timeline must be within the time allotted by the Texas Department of Housing and Community Affairs Home Program per each house.

16. Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, creed, sex, or national origin.

17. Bid Package This bid package contains the following items:

- Bid Forms and Statutory Requirements
- Technical Construction Specifications including a copy of the Texas Minimum Construction Standards & Specifications
- 2 house plans/drawings for a 3-bedroom two-bathroom home and 4-bedroom two bathroom home.
- Package of forms to be completed, signed, and returned as sealed bid
- New Energy Efficiency Rules
- Foundation Details
- Photos of existing homes to be torn down.
- Surveys will be provided to the winning bidder upon completion.

Note on bid schedule:

- Elevations vary on each home and the contractor will be responsible for knowing the City of Hondo Flood Management rules and building the foundation to fit each home with the elevation needs. 2 of the 5 homes will need an elevation certificate prior to construction and

on completion of construction. Any drawings and costs in regard to the foundations shall be the responsibility contractor. We have attached a sample of foundation, wall bracing, and framing, roof framing and structural framing as a reference guide, but these may need to be revised based upon each site. This should be factored into your bid schedule.

18. Bid Forms & Related Documents

Bid Forms must be submitted in a SEALED ENVELOPE. The general provisions of the Contract, including the GENERAL, SUPPLEMENTAL & SPECIAL CONDITIONS, apply to the work included in this Bid Form.

DATE OF BID OPENING

Sealed Bids will be received until: February 28, 2023, at 10:00 A.M. at City Hall located at 1600 Avenue M., Hondo, Texas then publicly opened and, if in proper order, read aloud. BIDS RECEIVED AFTER THE DEADLINE SHALL NOT BE ACCEPTED AND SHALL BE RETURNED UNOPENED, TO BIDDER.

GENERAL BIDDER REQUIREMENTS & INFORMATION

1. Bid Price

Bid for materials and labor costs for any demolition and disposal of existing structure(s) and any rehabilitation or reconstruction work must be in written form and must be submitted on grantee's bid solicitation request on the appropriate bid form per house. Bid prices must be maintained for a minimum of ninety (90) calendar days and during the contract construction period. Quoted prices shall be the delivered price at any work site and may not include separate packaging, handling, shipping and/or delivery charges.

The work to be bid shall consist of the demolition and disposal of existing structure(s) unless otherwise noted, shall include any required site fill/grade work as necessary to prepare a suitable surface/pad for construction, and shall include the rehabilitation or reconstruction of single-family dwellings. The bid must include all work necessary to meet all local building codes or the current International Residential Code for One and Two – Family Dwellings, the HUD Housing Quality Standards, International Residential Code (IRC) 2012 or City Code, Texas Minimum Construction Standards and Specifications, Construction Specification Manual, International Energy Conservation Code/ Energy Efficiency Rules, and the following specifications to make the units ready for occupancy.

2. Bidder Eligibility

- A. Bids received after the deadline shall not be accepted and shall be returned unopened, to bidder.
- B. Bid packages, which are incomplete, lack required documentation, are not signed and dated, or are illegible will be considered non-responsive and will be rejected. Submissions must include all referenced attachments and required documents.
- C. Bidders must have at least five years' full-time experience in construction and rehabilitation of dwelling units. (Applicable experience must be documented on Attachment 1, Bidder's Experience.)
- D. Bidders must have the staff, equipment; financial and technical resources needed to effectively perform all required activities. Applicable information regarding this criterion shall be recorded on ATTACHMENT 2: STATEMENT OF BIDDER'S QUALIFICATIONS.
- E. Bidder must comply with all applicable federal, state and local laws and regulations, must have adequate general liability, Workman's Compensation, and vehicle insurance, and may not be on a local, state or federal Consolidated List of Debarred, Suspended and Ineligible Contractors and Grantees. Required documentation as outlined later in this document.
- F. Bidders must be able to complete the home in project 1 by no later than **August 1st, 2023**. Project 2 must be completed by December 1, 2023.

3. Bidding Procedure

- A. Bidders for housing rehabilitation projects must attend a walk-thru of the housing unit to be rehabilitated. For reconstruction projects, the bidder must make a site visit to each house to assess construction conditions.
- B. Bidders must bid all Rehabilitation houses or none; Bidder must bid all Reconstruction houses or none.
- C. Bids submitted must be honored for ninety (90) calendar days from bid-submission deadline date.
- D. Units selected for bidding shall be grouped separately by Reconstruction Projects and by Rehabilitation Projects.
- E. After bids are submitted, contractors or their representative shall not contact, call or discuss with proposed program beneficiaries any aspect of their bid or any other contractor's bid. Any Contractor violating this prohibition as solely determined by the Contract Administrator

shall be prohibited from bidding on any other projects administered by the Contract Administrator for a period of 45 days.

4. Bid and Contractor Selection

- A. Bid award(s) will be made to the lowest and responsible BASE bid which is the combined total of all houses in bid package.
- B. Successful bidders will accept all or none of contracts awarded.
- C. Any Contractor refusing to accept contract award(s) may be prohibited by the Contract Administrator from bidding on future houses managed by Langford Community Management Services for a period of 45 days.
- D. A contract pursuant to this solicitation, if awarded, shall be based on evaluation of price, past performance and experience, financial and technical resources, and compliance with all legal and other bidder requirements.
- E. In case of tie bids, the most responsive bidder will be selected by the following:
 - a. Lowest total bid computed as the sum of the base bid plus Alternate Bid Item No.1
 - b. Should a tie remain, the lowest total bid computed as the sum of the base bid plus Alternate Bid Items No. 1 and No. 2.
 - c. If a tie remains, the name of all tying bidders placed in container and the successful bidder will be drawn by Contract Administrator or a representative, with one other grantee staff as witness, the name drawn will be awarded the project.

5. Bidder Protest Procedures

Bidding procedures, bidder selection, and subsequent bidder protest or appeals will be conducted in accordance with applicable local, state and federal procurement regulations and protest procedures. Any protest of the proposed award of the bid to the bidder deemed the lowest responsible bidder must be submitted in writing to the City/County no later than ten (10) days from the award date/notice of rejection letter.

The initial protest must contain a complete statement of the basis for the protest. The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address and telephone number of the person representing the protesting party.

A subcontractor of a party filing bid on this project may not submit a bid protest. A party may rely on the bid protest submitted by another bidder but must timely pursue its own protest.

The procedure and time limits set forth are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. The bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the bid protest.

City/County shall review all timely protests prior to awarding of a bid. City/County shall not be required to hold an administrative hearing to consider a timely protest but may do so at its option. At the time of the consideration of the award of the bid, the City/County shall also consider the merits of any timely protests. The City/County may either accept the protest and award the bid to the next lowest responsible bidder or reject the protest and award to the lowest responsible bidder. Nothing in this procedure shall be construed as a waiver of the City/County right to reject all bids.

6. Insurance Requirements

- A. Builder's Risk and Comprehensive general liability/minimum bodily injury combined single limit of \$500,000 (each occurrence) and property damage limits of \$500,000 (each occurrence) to include premises-operations, broad form property damage, personal injury, and contractual liability coverage.
- B. Automobile liability coverage for all owned, non-owned and hired vehicles with limits of bodily injury of \$250,000 for each person and \$500,000 (each occurrence) and property damage limits of \$250,000 (each occurrence).

- C Workers Compensation policy of a minimum of \$100,000 each accident must be submitted with bid. Bidder must provide coverage to subcontractors unless subcontractor has employees and provides a Certificate of Insurance.

7. Payment and/or Performance Bond: If required by City or County.

8. Start Work Date

Contractor shall begin substantial work on each project within Fifteen (15) calendar days from the date of the Notice to Proceed. Failure to start substantial work within the stated time period will result in the contract being terminated without any additional cause.

9. Final Inspection Notification

Contractor will provide a minimum of three (3) business day's notification to Contract Administrator of readiness for final inspection. This does not imply or require the Contract Administrator to conduct the final inspection on the third day, but only to coordinate and arrange a mutually satisfactory date and time for the final inspection.

10. Non-Compliant Final Inspection Costs

When a Contractor requests a Final Inspection, it is assumed that all work has been satisfactorily completed. If the Contract Administrator determines that a substantial amount of work remains to be completed and will require an additional Final Inspection, then the Contractor shall be responsible for all travel and personnel costs associated with each additional Final Inspection. These costs will be based upon a mileage fee of \$0.40 per mile, as well as a \$100 per hour Contract Administrator fee for time related to travel to and from the project site and any required overnight housing expenses. These fees will be prorated across all projects with the same contractor if also being inspected on an interim or final basis. If a Contractor is determined to owe these fees, the Contractor will not be eligible to bid any other projects managed by the Contract Administrator until these fees have been paid directly to the Contract Administrator.

11. Interpretation

The interpretation and implementation of these procedures and the related documents shall rest with and solely be the responsibility of the Contract Administrator. For the purpose of the project(s) described herein the Contract Administrator is Langford Community Management Services, Inc.

SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and Under) During the performance of this Contract, the Contractor agrees as follows:

- The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this

non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

- Contractors shall incorporate foregoing requirements in all subcontracts.

B. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers

- The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the Contracting Officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance applicants for employment, and the rights of applicants and employees.
- The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more, unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

C. Section 402 Veterans of the Vietnam Era (if \$10,000 or Over) Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

- The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following:

Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State Employment Service System wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.
- State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State Employment Service but are not required to provide those reports set forth in paragraphs (d) and (c).
- Listing of employment openings with the Employment Service System pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or Regulations regarding nondiscrimination in employment.
- The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location: (1) the number of individuals hired during the reporting period; (2) the number of non-disabled veterans of the Vietnam era hired; (3) the number of disabled veterans of the Vietnam era hired; and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 day after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the Contracting Officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.
- Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the Employment Service System in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State System, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.
- This clause does not apply to the listing of employment openings that occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.

- The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
- As used in this clause:
 - "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and non-production; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative, and professional openings are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement or openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances, an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
 - "Appropriate office of the State Employment Service System" means the local office of the Federal-State National System of Public Employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.
 - "Openings which the Contractor proposes to fill from within his own organization" means employment opening for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists.
 - "Opening which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.
- The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the Contracting Officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment, and the rights of applicants and employees.

- The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.
- The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

D. Civil Rights Act of 1964

- Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 of the Housing and Community Development Act of 1974

- No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

E. "Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

- The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135, and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

**SPECIAL CONDITIONS PERTAINING TO HAZARDS,
SAFETY STANDARDS, AND ACCIDENT PREVENTION**

A. Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

B. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced, and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property, any supervision or direction of use of explosives by the Engineer, does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices

The Contractor shall take all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

PROPOSAL

DATE: 02.23.2023

PROPOSAL OF:

RM Quality Construction, LLC

Hereinafter called "Bidder," "Contractor", a corporation, partnership, or individual 'doing business as'

Located in PO Box 813|Conroe, Texas 77305
Address of Bidder

TO: The City of HONDO, who for purposes of the administration of the project(s) and as the agent for each HOMEOWNER, shall be referred to hereinafter and in the Specifications as "CITY."

PROJECT FOR 5 HOMES: Demolition and disposal shall be done by the contractor unless otherwise noted. This project is for Five (5) new residential homes. Four homes (3-bedroom dwellings) and One home (4-bedroom dwelling).

Project 1

ADDRESS
1102 25th St

HOMEOWNER
3 Bedroom-2 Bath w/Handicapped Bathroom.

Project 2

ADDRESS
1102 Avenue R
705 15th St**
803 Avenue T
1310 17th St**/**

HOMEOWNER
4 Bedroom-2 Bath w/Handicapped Bathroom.
3 Bedroom-2 Bath w/Handicapped Bathroom.
3 Bedroom-2 Bath w/Handicapped Bathroom.
3 Bedroom-2 Bath w/Handicapped Bathroom.

** Floodplain

***Noise Mitigation

The BIDDER in compliance with your Invitation for Bids for the above referenced project, having examined the site of the proposed work; being familiar with all the conditions surrounding the work, including the availability of materials and labor, hereby agrees to furnish all labor, materials, equipment, supplies, and expenses necessary to perform the work required by the project in accordance with the Contract documents, within the allotted time; for the prices stated below.

The BIDDER agrees that his Bid(s) shall be good and shall not be withdrawn for a period of ninety (90) calendar days after the opening thereof. Notice of intention to award contract shall

be made within ninety (90) calendar days after the opening of Bids. The BIDDER shall make available all required documents prior to the execution of the Reconstruction Contracts.

ADDENDA: By submitting this proposal, the BIDDER acknowledges that he has received all Addenda issued. Bidder must acknowledge addenda; however, bidder is responsible for all addenda issued. I hereby acknowledge the receipt of the following addenda by number:

BID ITEMS:

Show all amounts legibly in both WORDS AND FIGURES. In the event of discrepancy, the amount shown in words shall govern. Illegible figures and/or words shall be read and interpreted to the advantage of the Homeowner; shall not excuse the bid because of error or omission by the Bidder; or may be interpreted by the Homeowner as grounds for rejection of the bid or bids. Fill in all requested bid items. Contractor is to fill out one BID PROPOSAL and one ALTERNATE BID ITEMS form for each address listed above.

TIME OF COMPLETION:

The period for the time required for completion of work shall be ONE HUNDRED AND TWENTY (120) CALENDAR DAYS or as specified in the bid package for each housing unit started, commencing upon the effective start date indicated in the "Notice to Proceed."

BIDDERS GUARANTEE TO PURSUE THE WORK TO COMPLETION:

It is agreed, that the successful Bidder shall proceed promptly and in a diligent manner with the required work. If at any time the successful Bidder fails to respond to a call for work by the Contract Administrator and seven (7) or more calendar days elapse without response then Contract Administrator may declare the Contract as cancelled, being null and void, and City or Contract Administrator shall have no further responsibility to Bidder.

Any costs incurred by the City, caused by the necessity to re-advertise or solicit bids from others for completion of the work, may result in the withholding of funds due under the Contract in amounts sufficient for others to complete the work or incurred as a result of the increased costs resultant from cancellation or as may be incurred by legal process and relief. Venue shall reside in the County of the houses.

ACCEPTANCE & REJECTION OF BIDS:

The successful Bidder will be awarded a separate contract for each house; however, the City reserves the right to accept or reject in any order, any bid, individual bid items, alternates, or irregularities or variances from the bidding requirements. Award of contract shall be based on lowest and most responsible overall bid.

Within fifteen (15) working days after notification of contract award, successful bidder is required to supply to the Contract Administrator the following:

1. Provide a list of sub-contractors, name of contact person, phone numbers (office, fax, cellular), addresses, social security number or federal employer identification number.
2. Provide documentation of required liability and contractor's insurance.
3. Provide documentation of Worker's Compensation Insurance.
4. Provide documents of DBA or other requirements showing proof that the contractor is able to work in the county where the houses are located.
5. Payment and/or Performance Bond if required by City or County.

The undersigned bidder agrees to commence work within fifteen (15) days after the date of Notice to Proceed. The undersigned hereby declares that he has visited the sites and has carefully examined the contract documents relative to the work covered by the above bid.

Respectfully submitted, (seal if the bidder is a corporation)

BIDDER: RM Quality Construction, LLC

SIGNED: 

ADDRESS: PO Box 813|Conroe, TX 77305 TITLE: Operations Director

TELEPHONE: 936.588.6331 FAX: 936.588.7644

ATTACHMENT 2: STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information as desired.

Name of Bidder: RM Quality Construction, LLC Date Organized: 1983

Address: PO Box 813|Conroe, TX 77305 Date Incorporated 1983

Number of Years in contracting business under present name 40

CONTRACTS ON HAND:

<u>Contract</u>	<u>Amount \$</u>	<u>Completion Date</u>
<u>Texas General Land Office</u>	<u>\$40,000,000.00</u>	<u>In Progress</u>
<u>Karnes County</u>	<u>\$690,000.00</u>	<u>July 2023</u>
<u>City of Marble Falls</u>	<u>\$405,000.00</u>	<u>June 2023</u>

Type of work performed by your company: Residential Construction

Have you ever failed to complete any work awarded to you? No

Have you ever defaulted on a contract? No

List the projects most recently completed by your firm (include project of similar importance):

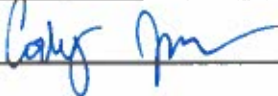
<u>Project</u>	<u>Amount \$</u>	<u>Mo/Yr. Completed</u>
<u>City of Rockdale</u>	<u>\$135,000.00</u>	<u>February 2023</u>
<u>City of Lexington</u>	<u>\$270,000.00</u>	<u>February 2023</u>
<u>City of Three Rivers</u>	<u>\$270,000.00</u>	<u>January 2023</u>

Major equipment available for this contract: N/A

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Attach proof of Line of Credit, Verification of Deposit or other Financial Documentation
The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Contract Administrator and/or the City in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this 23rd day of Februrary 2023.

By: (signature) 

Title: Operations Director

(Print name) Cody Johnson

**TEXAS MINIMUM CONSTRUCTION STANDARDS
AND SPECIFICATIONS (TCMS)**

BID CERTIFICATION FOR ALL HOME ASSISTED UNITS

HOME Contract/RSP Number: TDHCA Contract Number 1003166

Contractor's Company Name: RM Quality Construction, LLC

Contractor's Name: Cody Johnson

Mailing Address: PO Box 813

Conroe, TX 77305

Contractor's Telephone: 936.588.6331

Contractor's Fax: 936.588.7644

Program Administrator's Name: CITY OF HONDO

1. I understand that I am bidding on a construction contract funded with federal dollars and administered by the Texas Department of Housing and Community Affairs (TDHCA). I understand that debarment by either the State of Texas or the federal government will make me ineligible.
2. I understand that all work must be completed in accordance with HOME Program requirements and, as applicable:
 - Texas Minimum Construction Standards (TMCS)
 - Texas Minimum Construction Specifications (TMC Specs)
 - International Residential Code (IRC) – new construction and reconstruction
 - All local building and Energy Efficiency codes, standards, specifications.
 - Home Plans and Specifications provided by the City or the Contract Administrator
3. I hereby certify that all work performed will meet or exceed applicable codes, standards, and specifications as they apply to the construction work for which I am bidding. I also understand that compliance with applicable minimum construction codes, standards, and specifications will be considered part of my contract in the event that my bid is accepted by the above-referenced Contract Administrator. I understand that failure to meet or exceed applicable codes, standards, and specifications may result in debarment from future federally funded construction contracts.
4. I understand that I must provide a one-year warranty on all work performed and that failure to complete warranty work in a timely manner may result in debarment from future federally funded construction contracts.
5. I understand that at least ten percent (10%) of project construction funds will be retained for thirty (30) days pending completion of the Final Inspection and Verification. Failure to complete punch list items or warranty work during this time will result in forfeiture of the 10% retainage.


Signature of Building Contractor

02.23.2023
Date

BID SUMMARY SHEET FOR FIRST PROJECT

The following is a summary of all bids submitted for homes to be assisted using funds provided by City of HONDO HOME Program:

Address	Homeowner Name	Base Bid Amount of Each Home
1102 25 th St	Genoveva Gonzales	\$145,000.00
1102 Avenue R	Jeff Felan	\$177,000.00
705 15 th St.	Debbie Vela	\$160,000.00
803 Avenue T	John O'Connell	\$160,000.00
1310 17 th St	Oscar Rodriguez	\$160,000.00

Total Amount bid for all homes \$ 802,000.00

Base bids listed above are good for a period of 90 days from date of submission.
(Minimum 90 calendar days.)


Signature

Name and address phone number of Contractor submitting bid:

RM Quality Construction, LLC

Cody Johnson

Po Box 813|Conroe, TX 77305

Phone: 936.588.6331

Fax #: 936.588.7644

E-mail address home@rmqconst.com

SCHEDULE OF WORK**BID PROPOSAL PER HOUSE – ADDRESS: 1102 25th St. – 3BR**

Item	Bid Amount – Written Amount	Bid Amount – in \$
Demolition/Disposal	Eight Thousand Dollars	\$ 8,000.00
Site (Prep/Grade/Fill)	Four Thousand Dollars	\$ 4,000.00
Foundation	Twenty Thousand Dollars	\$ 20,000.00
Framing	Fifteen Thousand Dollars	\$ 15,000.00
Masonry/Siding Exterior	Eight Thousand Dollars	\$ 8,000.00
Plumbing	Ten Thousand Dollars	\$ 10,000.00
Electrical	Ten Thousand Dollars	\$ 10,000.00
Doors and Windows	Six Thousand Dollars	\$ 6,000.00
Roofing	Six Thousand Dollars	\$ 6,000.00
Finishes	Ten Thousand Dollars	\$ 10,000.00
Fixtures	Two Thousand Dollars	\$ 2,000.00
HVAC	Nine Thousand Dollars	\$ 9,000.00
Appliances	Six Thousand Dollars	\$ 6,000.00
1-inch Vinyl Mini Blinds (Venetian Blinds) to be installed in every window	One Thousand Dollars	\$ 1,000.00
Parking Slab- 4" thick by 12 Ft wide concrete parking slab. Max. 240 Sq. Ft. Slab to be within 5 feet of home.	Seven Thousand Dollars	\$ 7,000.00
<u>Driveway extensions to street- 4" thick by 12' wide concrete driveway from parking pad to the street up to 15 feet long. Provide approach and curb cut as required.</u>	Three Thousand Dollars	\$ 3,000.00
Additional Sidewalk-From parking slab to no-step entry. 180 Sq. Ft. Max.	One Thousand Dollars	\$ 1,000.00
Handicapped Bathroom Handicapped No- Step/Low-Step Shower Furnish "no-step or Low-Step" shower with grab bars	Fifteen Thousand Dollars	\$ 15,000.00

Sod 10 Foot Perimeter around house. Grass suitable for climate.		\$ 4,000.00
	Four Thousand Dollars	
Total Base Bid	One Hundred Forty-Five Thousand Dollars	\$ 145,000.00

NOTE: Selection of low bid will be determined by lowest responsible bid.

I (we), being legally entitled, herewith submit these bids, and if awarded this work, fully agree to enter into Contract with the City and to complete all work in accordance with the terms, conditions, and requirements of the Contract Documents.

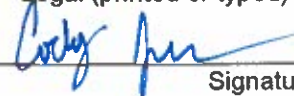
Seal if bid by Corp.

RESPECTFULLY SUBMITTED,

Cody Johnson

Legal (printed or typed) name of Bidder

By



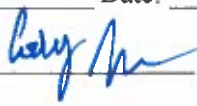
Operations Director

Signature & Title

ALTERNATE BID ITEMS PER HOUSE ADDRESS: 1102 25th St.

ALTERNATES	ADD + OR DEDUCT (- AMNT.)
<u>Alternate #1: Gutters</u> Gutters and downspouts on both exterior sides. Downspouts Maximum 20' on center. <i>(Please note: TMCS requires these to be galvanized metal or aluminum and requires a concrete splash block to be placed under each downspout.)</i> Gutters to be installed per city code.	+ Cost <u>\$3500.00</u>
<u>Alternate #2: Carport</u>	+ Cost <u>\$18,000.00</u>

Homeowner Signature: _____ Date: _____

Contractor Name & Signature: Cody Johnson  Date: 02.23.2023

SCHEDULE OF WORK**BID PROPOSAL PER HOUSE – ADDRESS: 1102 Avenue R – 4BR**

<i>Item</i>	<i>Bid Amount – Written Amount</i>	<i>Bid Amount – in \$</i>
Demolition/Disposal	Ten Thousand Dollars	\$ 10,000.00
Site (<i>Prep/Grade/Fill</i>)	Six Thousand Dollars	\$ 6,000.00
Foundation	Twenty-Five Thousand Dollars	\$ 25,000.00
Framing	Twenty-Seven Thousand Dollars	\$ 27,000.00
Masonry/Siding Exterior	Nine Thousand Dollars	\$ 9,000.00
Plumbing	Eleven Thousand Dollars	\$ 11,000.00
Electrical	Eleven Thousand Dollars	\$ 11,000.00
Doors and Windows	Seven Thousand Dollars	\$ 7,000.00
Roofing	Seven Thousand Dollars	\$ 7,000.00
Finishes	Eleven Thousand Dollars	\$ 11,000.00
Fixtures	Four Thousand Dollars	\$ 4,000.00
HVAC	Ten Thousand Dollars	10,000.00\$
Appliances	Six Thousand Dollars	\$ 6,000.00
1-inch Vinyl Mini Blinds (Venetian Blinds) to be installed in every window	One Thousand Dollars	\$ 1,000.00
Parking Slab- 4" thick by 12 Ft wide concrete parking slab. Max. 240 Sq. Ft. Slab to be within 5 feet of home.	Seven Thousand Dollars	\$ 7,000.00
<u>Driveway extensions to street- 4" thick by 12' wide concrete driveway from parking pad to the street up to 15 feet long. Provide approach and curb cut as required.</u>	Three Thousand Dollars	\$ 3,000.00
Additional Sidewalk-From parking slab to no-step entry. 180 Sq. Ft. Max.	Three Thousand Dollars	\$ 3,000.00
Sod 10 Foot Perimeter around house. Grass suitable for climate.	Four Thousand Dollars	\$ 4,000.00

Handicapped Bathroom <i>Handicapped No- Step/Low- Step Shower</i> <i>Furnish "no-step or Low-Step" shower with grab bars</i>	Fifteen Thousand Dollars	\$ 15,000.00
Total Base Bid	One Hundred Seventy-Seven Thousand Dollars	\$ 177,000.00

NOTE: Selection of low bid will be determined by lowest responsible bid.

I (we), being legally entitled, herewith submit these bids, and if awarded this work, fully agree to enter into Contract with the City and to complete all work in accordance with the terms, conditions, and requirements of the Contract Documents.

Seal if bid by Corp.

RESPECTFULLY SUBMITTED,

Cody Johnson

Legal (printed or typed) name of Bidder

By



Operations Director

Signature & Title

ALTERNATE BID ITEMS PER HOUSE ADDRESS: 1102 Avenue R

ALTERNATES	ADD + OR DEDUCT (- AMNT.)
<u>Alternate #1: Gutters</u> Gutters and downspouts on both exterior sides. Downspouts Maximum 20' on center. <i>(Please note: TMCS requires these to be galvanized metal or aluminum and requires a concrete splash block to be placed under each downspout.)</i> Gutters to be installed per city code.	+ Cost <u>\$3500.00</u>
<u>Alternate #2: Carport</u>	+ Cost <u>\$18,000.00</u>
	Cost _____

Homeowner Signature: _____ Date: _____

Contractor Name & Signature: Cody Johnson  Date: 02.23.2023

SCHEDULE OF WORK

BID PROPOSAL PER HOUSE – ADDRESS: 705 15th St. – 3BR

******FLOODPLAIN******

Elevations vary on each home and the contractor will be responsible for knowing the City of Hondo Flood Management rules and building the foundation to fit each home with the elevation needs. This home will need an elevation certificate prior to construction and on completion of construction. Any drawings and costs in regard to the foundations shall be the responsibility of the contractor. We have attached a sample of foundation, wall bracing, and framing, roof framing and structural framing as a reference guide, but these may need to be revised based upon each site. This should be factored into your bid schedule.

Item	Bid Amount – Written Amount	Bid Amount – in \$
Demolition/Disposal	Eight Thousand Dollars	\$ 8,000.00
Site (Prep/Grade/Fill)	Four Thousand Dollars	\$ 4,000.00
Foundation	Twenty Thousand Dollars	\$ 20,000.00
Framing	Fifteen Thousand Dollars	\$ 15,000.00
Masonry/Siding Exterior	Eight Thousand Dollars	\$ 8,000.00
Plumbing	Ten Thousand Dollars	\$ 10,000.00
Electrical	Ten Thousand Dollars	\$ 10,000.00
Doors and Windows	Six Thousand Dollars	\$ 6,000.00
Roofing	Six Thousand Dollars	\$ 6,000.00
Finishes	Eleven Thousand Dollars	\$ 11,000.00
Fixtures	Two Thousand Dollars	\$ 2,000.00
HVAC	Eight Thousand Dollars	\$ 8,000.00
Appliances	Six Thousand Dollars	\$ 6,000.00
1-inch Vinyl Mini Blinds (Venetian Blinds) to be installed in every window	One Thousand Dollars	\$ 1,000.00
Parking Slab- 4" thick by 12 Ft wide concrete parking slab. Max. 240 Sq. Ft. Slab to be within 5 feet of home.	Seven Thousand Dollars	\$ 7,000.00
<u>Driveway extensions to street- 4" thick by 12' wide concrete driveway from parking pad to the street up to 15 feet long. Provide approach and curb cut as required.</u>	Three Thousand Dollars	\$ 3,000.00

Additional Sidewalk-From parking slab to no-step entry. 180 Sq. Ft. Max.	One Thousand Dollars	\$ 1,000.00
Handicapped Bathroom <i>Handicapped No- Step/Low-Step Shower</i> <i>Furnish "no-step or Low-Step" shower with grab bars</i>	Fifteen Thousand Dollars	\$ 15,000.00
Sod 10 Foot Perimeter around house. Grass suitable for climate.	Four Thousand Dollars	\$ 4,000.00
Required/Floodplain elevation before and after certification and Flood plain mitigation Windstorm Certification/Building permits.	Fifteen Thousand Dollars	\$ 15,000.00
Total Base Bid	One Hundred Sixty Thousand Dollars	\$ 160,000.00

NOTE: Selection of low bid will be determined by lowest responsible bid.

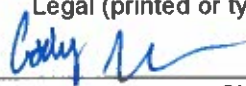
I (we), being legally entitled, herewith submit these bids, and if awarded this work, fully agree to enter into Contract with the City and to complete all work in accordance with the terms, conditions, and requirements of the Contract Documents.

Seal if bid by Corp.

RESPECTFULLY SUBMITTED,

Cody Johnson

Legal (printed or typed) name of Bidder

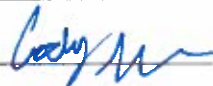
By  Operations Director

Signature & Title

ALTERNATE BID ITEMS PER HOUSE ADDRESS: 705 15th St.

ALTERNATES	ADD + OR DEDUCT (- AMNT.)
<u>Alternate #1: Gutters</u> Gutters and downspouts on both exterior sides. Downspouts Maximum 20' on center. (Please note: TMCS requires these to be galvanized metal or aluminum and requires a concrete splash block to be placed under each downspout.) Gutters to be installed per city code.	+ Cost <u>\$3500.00</u>
<u>Alternate #2: Carport</u>	+ Cost <u>\$18,000.00</u>
	Cost ____

Homeowner Signature: _____ Date: _____

Contractor Name & Signature: Cody Johnson  Date: 02.23.2023

SCHEDULE OF WORK**BID PROPOSAL PER HOUSE – ADDRESS: 803 Avenue T – 3BR**

Item	Bid Amount – Written Amount	Bid Amount – in \$
Demolition/Disposal	Nine Thousand Dollars	\$ 9,000.00
Site (<i>Prep/Grade/Fill</i>)	Four Thousand Dollars	\$ 4,000.00
Foundation	Twenty-Five Thousand Dollars	\$ 25,000.00
Framing	Nineteen Thousand Dollars	\$ 19,000.00
Masonry/Siding Exterior	Eight Thousand Dollars	\$ 8,000.00
Plumbing	Twelve Thousand Dollars	\$ 12,000.00
Electrical	Twelve Thousand Dollars	\$ 12,000.00
Doors and Windows	Six Thousand Dollars	\$ 6,000.00
Roofing	Six Thousand Dollars	\$ 6,000.00
Finishes	Eleven Thousand Dollars	\$ 11,000.00
Fixtures	Two Thousand Dollars	\$ 2,000.00
HVAC	Nine Thousand Dollars	\$ 9,000.00
Appliances	Six Thousand Dollars	\$ 6,000.00
1-inch Vinyl Mini Blinds (Venetian Blinds) to be installed in every window	One Thousand Dollars	\$ 1,000.00
Parking Slab- 4" thick by 12 Ft wide concrete parking slab. Max. 240 Sq. Ft. Slab to be within 5 feet of home.	Seven Thousand Dollars	\$ 7,000.00
<u>Driveway extensions to street- 4" thick by 12' wide concrete driveway from parking pad to the street up to 15 feet long. Provide approach and curb cut as required.</u>	Three Thousand Dollars	\$ 3,000.00
Additional Sidewalk-From parking slab to no-step entry. 180 Sq. Ft. Max.	One Thousand Dollars	\$ 1,000.00

Sod 10 Foot Perimeter around house. Grass suitable for climate.		\$ 4,000.00
	Four Thousand Dollars	
<u>Handicapped Bathroom</u> Handicapped No- Step/Low-Step Shower Furnish "no-step or Low-Step" shower with grab bars		\$ 15,000.00
	Fifteen Thousand Dollars	
Total Base Bid	One Hundred Sixty Thousand Dollars	\$ 160,000.00

NOTE: Selection of low bid will be determined by lowest responsible bid.

I (we), being legally entitled, herewith submit these bids, and if awarded this work, fully agree to enter into Contract with the City and to complete all work in accordance with the terms, conditions, and requirements of the Contract Documents.

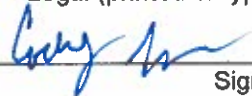
Seal if bid by Corp.

RESPECTFULLY SUBMITTED,

Cody Johnson

Legal (printed or typed) name of Bidder

By



Operations Director

Signature & Title

ALTERNATE BID ITEMS PER HOUSE ADDRESS: 803 Avenue T

ALTERNATES	ADD + OR DEDUCT (- AMNT.)
<u>Alternate #1: Gutters</u> Gutters and downspouts on both exterior sides. Downspouts Maximum 20' on center. <i>(Please note: TMCS requires these to be galvanized metal or aluminum and requires a concrete splash block to be placed under each downspout.)</i> Gutters to be installed per city code.	+ Cost <u>\$3500.00</u>
<u>Alternate #2: Carport</u>	+ Cost <u>\$18,000.00</u>
	Cost _____

Homeowner Signature: _____ Date: _____

Contractor Name & Signature: Cody Johnson  Date: 02.23.2023

SCHEDULE OF WORK

BID PROPOSAL PER HOUSE – ADDRESS: 1310 17th St. -3BR

****Floodplain**

*****Noise Mitigation**

Elevations vary on each home and the contractor will be responsible for knowing the City of Hondo Flood Management rules and building the foundation to fit each home with the elevation needs. This home will need an elevation certificate prior to construction and on completion of construction. Any drawings and costs in regard to the foundations shall be the responsibility of the contractor. We have attached a sample of foundation, wall bracing, and framing, roof framing and structural framing as a reference guide, but these may need to be revised based upon each site. This should be factored into your bid schedule.

Item	Bid Amount – Written Amount	Bid Amount – in \$
Demolition/Disposal	Eight Thousand Dollars	\$ 8,000.00
Site (Prep/Grade/Fill)	Four Thousand Dollars	\$ 4,000.00
Foundation	Twenty Thousand Dollars	20,000.00\$
Framing	Fifteen Thousand Dollars	\$ 15,000.00
Masonry/Siding Exterior	Eight Thousand Dollars	\$ 8,000.00
Plumbing	Ten Thousand Dollars	\$ 10,000.00
Electrical	Ten Thousand Dollars	\$ 10,000.00
Doors and Windows	Six Thousand Dollars	\$ 6,000.00
Roofing	Six Thousand Dollars	\$ 6,000.00
Finishes	Eleven Thousand Dollars	\$ 11,000.00
Fixtures	Two Thousand Dollars	\$ 2,000.00
HVAC	Nine Thousand Dollars	\$ 9,000.00
Appliances	Six Thousand Dollars	\$ 6,000.00
1-inch Vinyl Mini Blinds (Venetian Blinds) to be installed in every window	One Thousand Dollars	\$ 1,000.00
Parking Slab- 4" thick by 12 Ft wide concrete parking slab. Max. 240 Sq. Ft. Slab to be within 5 feet of home.	Seven Thousand Dollars	\$ 7,000.00
<u>Driveway extensions to street- 4" thick by 12' wide concrete driveway from parking pad to the street up to 15 feet long. Provide approach and</u>	Three Thousand Dollars	\$ 3,000.00

<u>curb cut as required.</u>		
Additional Sidewalk-From parking slab to no-step entry. 180 Sq. Ft. Max.	One Thousand Dollars	\$ 1,000.00
Handicapped Bathroom <i>Handicapped No- Step/Low-Step Shower</i> <i>Furnish "no-step or Low-Step" shower with grab bars</i>	Fifteen Thousand Dollars	\$ 15,000.00
Sod 10 Foot Perimeter around house. Grass suitable for climate.	Three Thousand Dollars	\$ 3,000.00
Required/Floodplain elevation before and after certification and Flood plain mitigation Windstorm Certification/Building permits.	Twelve Thousand Dollars	\$ 12,000.00
Noise mitigation – noise levels not to exceed 45 decibels	Three Thousand Dollars	\$ 3,000.00
Total Base Bid	One Hundred Sixty Thousand Dollars	\$ 160,000.00

NOTE: Selection of low bid will be determined by lowest responsible bid.

I (we), being legally entitled, herewith submit these bids, and if awarded this work, fully agree to enter into Contract with the City and to complete all work in accordance with the terms, conditions, and requirements of the Contract Documents.

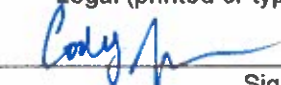
Seal if bid by Corp.

RESPECTFULLY SUBMITTED,

Cody Johnson

Legal (printed or typed) name of Bidder

By



Operations Director

Signature & Title

ALTERNATE BID ITEMS PER HOUSE ADDRESS: 1310 17th St.

ALTERNATES	ADD + OR DEDUCT (- AMNT.)
<u>Alternate #1: Gutters</u> Gutters and downspouts on both exterior sides. Downspouts Maximum 20' on center. <i>(Please note: TMCS requires these to be galvanized metal or aluminum and requires a concrete splash block to be placed under each downspout.)</i> Gutters to be installed per city code.	+ Cost <u>\$3500.00</u>
<u>Alternate #2: Carport</u>	+ Cost <u>\$18,000.00</u>
	Cost

Homeowner Signature: _____ Date: _____

Contractor Name & Signature: Cody Johnson  Date: 02.23.2023

Special Conditions **CONSTRUCTION REQUIREMENTS,** **& PAYMENT PROCESS**

Langford Community Management Services will be providing administrative services to Grantees and household beneficiaries as part of housing rehabilitation and reconstruction of single-family homes under the Texas HOME Investment Partnerships Program (HOME) as administered by the Texas Department of Housing and Community Affairs (TDHCA). All rules, guidelines, and procedures presented in this document and all referenced documents will apply to the HOME Program. These Special Conditions have priority over all other conditions and requirements of the Contract Documents.

1. **Demolition and Disposal: Contractor will be responsible for construction and demolition. Check with the city for any additional requirements.**

Unless otherwise directed by the Administrator the Contractor shall provide for the demolition of any existing home as follows:

- a. Each site shall be cleaned to ground line.
- b. To the extent required by the new construction, any contaminated soil, foliage and associated roots, pipes, old concrete slabs and footings, and any other obstacles to new construction shall be removed.
- c. Contractor must dispose of all demolition debris and must use the City's refuse removal service for all roll-offs, dumpsters, and any other required waste disposal services.
- d. Demolition and disposal must be conducted in adherence with all applicable federal, state, and local laws and regulations. Note that TDHCA regulations prohibit the moving of a housing unit to another location for use. All housing units (including manufactured homes) must be demolished and disposed of properly.
- e. A Separate line item price for 'Demolition and Disposal' shall be included with the base bid unless indicated "Not Applicable" on the Schedule of Work. (See Alternate Bid form)

2. **Site Preparation, Grade, Fill:**

Unless otherwise directed by the Administrator the Contractor shall:

- a. Provide, deliver, distribute, and compact as necessary any soil or other fill material(s) that may be required to bring site to grade, replace any removed contaminated soil, ensure proper drainage away from foundation, and achieve a suitable surface for construction in adherence with any governing building codes. This requirement is in addition to any standard foundation and pad construction materials and procedures included in the base bid.
- b. A Separate line item price for 'Site Prep/Grade/Fill' shall be included with the base bid unless indicated "Not Applicable" on the Schedule of Work.

3. **Materials**

All work is to be New Construction composed of New Materials in accordance with the plans, specifications, and applicable building codes.

4. **Homeowner Relationships and Preferences:**

The Contractor must recognize the special needs and concerns of the low-income, elderly and disabled clients and must ensure that all clients are at all times treated respectfully and courteously. Contractor and/or staff must conduct themselves in a professional manner at all times. Contractor shall provide samples as required by the Contract Administrator for selection of materials as cited in the individual specifications and provide a reasonable amount of time for Homeowner to make selections.

5. Payment for Work:

These projects are constructed with federal funds administered by state agencies. Due to the reimbursement processes, fulfillment of payment requests may take as many as 30-45 days from the time such requests are submitted to the Contract Administrator and the City for processing and then forwarded to the State for distribution of funds.

6. Workers Compensation Insurance:

Workers Compensation Insurance is required on every person employed on the project(s), except as hereinafter indicated. Accident & Accidental Death Insurance policies issued by underwriters are not acceptable in lieu of Statutory Workers Compensation Policies. The Contractor is required to assure that each Subcontractor complies with the statutory requirements, failing thereof, shall assume all risks associated therewith.

Contractor may provide Workers Compensation Insurance covering all sub-contractors and their employees or may require that all sub-contractors provide their own Workers Compensation Insurance. In either case Contractor shall provide documentation showing that Workers' Compensation Insurance is in effect for the duration of the project to the Contract Administrator and to any agent of the State upon demand. In no instance shall examination, approval, or failure to examine or approve any associated documents relieve the Contractor (or employer as applicable) from Statutory requirements as defined by Texas Administrative Code Title 28 Section 110.110.

See attached "WORKERS' COMPENSATION INSURANCE COVERAGE" for specific statutory requirements

Proof and documentation of the above conditions must be made available for inspection, examination and review to the Contract Administrator or to any agent of the State upon demand. In no instance shall examination, approval, or failure to examine or approve any of the above conditions, relieve the Contractor (or employer as applicable) from Statutory requirements.

7. Change Orders:

Requests for "extras" or substitutions by change order may be considered, provided the request may be contractually justified and the quality of the finished product is not compromised. Prior to performing "extra" work, purchasing "extra" materials, or making any material substitutions or alterations to the home, the Contractor must have first submitted a change order request and obtained WRITTEN APPROVAL from the Contract Administrator. Change Orders are NOT to be expected, except in instances requiring:

- Unforeseen site conditions discovered after demolition that necessitate additional site preparation, such as soil contaminated by sewage that may require additional site excavation and fill. The granting of a change order to address such an issue shall not relieve the contractor of their primary responsibility to provide, deliver, and distribute any soil or other fill material(s) as necessary to bring site to grade, ensure proper drainage, and achieve a buildable surface/pad for construction as described in paragraph 2. Any approval of a change order to address such circumstance shall be at the sole discretion of

the contract administrator and must be agreed to at the time of preconstruction meeting, immediately after demolition of home, or immediately upon discovery of a problem.

- Installation of handicap accessibility improvements.
- Installation of septic systems.
- Approved time delays.

Any request for reimbursement of unforeseen "extra" expenses must include a pre-approved change order request. Change Order requests for unforeseen extra expenses must include a cost estimate of the requested "extra" expenses. Any request for reimbursement of "extra" expenses not accompanied by a pre-approved change order request shall be denied and City and Contract Administrator and Homeowner shall have no liability to the Contractor for such expenses.

8. Regulatory Agencies, etc.:

Contractor must comply with all rules, regulations, and fees of regulatory agencies and similar entities having authority over the various portions of the work. Included but not limited to: City Reviews, Permits and Building Codes; OSHA; TCEQ; EPA; ADA; elemental LEAD; Asbestos; Department of Health; etc.

9. Safety of the Workplace:

Safety is the sole responsibility of the Contractor. The Contractor is responsible for any job-related illness or injury to workers and shall indemnify and hold harmless the City, County and/or Non-Profit, its consultants, agents, the project staff, and the owner of home and their family in the event an on-the-job illness or injury occurs.

10. Texas Minimum Construction Specifications and Code:

The Texas Minimum Construction Specifications are included in the Contract Documents. Where there is a question as to its meaning or application, contact the Contract Administrator for clarification. The most current edition of the International One- & Two-Family Dwelling Code shall be an integral part of the Contract Documents for the project(s). Contractor is required to obtain a copy of this Code and become familiar with its contents. Copies can be obtained from various sources, including the Southern Building Code Congress International in Austin, Texas. The conditions included in the Contract Agreement shall be included in these Special Conditions as though reprinted in their entirety herewith.

11. Wage Rates:

Mandatory Prevailing Wage Rates are not applicable to these projects.

12. Accessibility Standards for Construction:

There are alternate bids/base bids for the construction of handicapped accessible shower units. On those projects where these alternate bids are accepted or included into the base bid, construction shall comply with the requirements of the "Fair Housing Accessibility Guidelines" as published in the Federal Register, Volume 56, No. 33, pages 9497 through 9514 (and included in this Project Manual). Contractor shall be responsible for compliance with these rules. All houses at a minimum must meet IRC code 2306.514.

13. Job Site:

The Contractor shall use the site and its facilities only for the construction called for. The electrical, sanitary waste, water, and gas systems shall be used only for construction purposes and during the construction phase only. The Contractor shall obtain and display at the job site

all permits and inspection tags as required by the City and/or County if required. Contractor shall not enter adjacent properties without prior permission of those property owners. Contractor shall be liable for making all arrangements for such entry and for repairing fences and any property damage caused by his operations. Contractor shall maintain the site free from waste materials, debris and rubbish. Contractor shall provide prompt, near-by access to portable bathroom facilities for their on-site construction team. For example, if multiple homes are being constructed within less than a 10-minute drive, there should be access to at least one portable bathroom facility. Contractor shall execute final cleaning including, but not limited to sweeping, dusting, windows and the like, prior to final inspection.

14. Scheduling and Liquidated Damages:

The Contractor agrees to commence, or cause to be commenced, the actual work described in the Schedule of Work and Timeline within fifteen (15) days of the notice to proceed or the Effective Date of this Contract, whichever is later. Liquidated damages of One Hundred Dollars (100.00) per day will be assessed to the Contractor for failure to begin within the terms of this agreement, subject to extensions for excusable delays requested through change order, or Contract is subject to termination. The Contractor agrees to complete, free of liens or rights of liens of contractors, mechanics, material men or laborers, all work listed above within one hundred and twenty (120) calendar days after the latter of: (a) date of the Notice to Proceed, or (b) the effective date of this Contract, subject to extensions approved by the Contract Administrator for the period of any excusable delays. Liquidated damages of One Hundred Dollars (100.00) per day will be assessed to the Contractor for failure to complete the project within the timeline specified subject to extensions and excusable delays. If all construction is started and completed on the project within the time frame described above, liquidated damages will not be assessed. Extensions for excusable delays must be requested and approved through change orders and, at the sole discretion of the contract administrator, may include delays caused by a utilities company's failure to disconnect, reconnect, or retire service as required, receipt of required inspections (not including any rework required as the result of a nonconformity to home specifications or applicable building codes discovered by inspectors), and delays caused by significant inclement weather conditions (Intermittent rain events shall be expected as a normal occurrence during the construction period and may not be deemed an excusable delay unless significant flooding or extended duration of the rain event is experienced).

15. Workmanship and Warranty:

All work shall be done with skilled craftsmen and accomplished with care. Contractor will provide a written warranty to the Homeowner warranting all work one-year on repairs and on all materials and workmanship. Contractor will use all new materials. Additional warranty period can be authorized by the Contract Administrator if determined necessary due to circumstances including but not limited to unconventional construction technique or unconventional material.

16. Other Requirements and Interpretations:

The Contractor must retain all work and cost records for a minimum period of five (5) years after payment has been made and all other pending matters are closed. This requirement is to assure fair settlement of disputes or complaints that may arise, as well as to fulfill federal audit requirements. The rehabilitation and reconstruction work are federally funded. Any known or suspected incident of fraud or program abuse involving the Contractor, or the Contractors staff will be reported to the appropriate local, state or federal investigative body or official. All questions regarding the requirements set forth within all associated contract documents shall be directed to the Contract Administrator; the final interpretation of which shall rest with and be the sole responsibility of the Contract Administrator.

17. Section 3 Plan:

The Contractor shall comply with "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C. F. R. 135, and all applicable rules and orders of the Department issued there under p6orto the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements. The Contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C. F. R. Part -135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with requirements of the regulations. Compliance with the provisions of Section 3, the regulations set forth in 24 C. F. R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

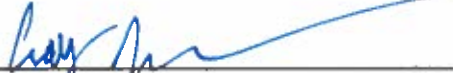
18. Assignment:

Contractor shall not assign this Contract without the written authorization by the City and Contract Administrator.

19. Venue

Venue for any legal litigation shall reside in the County of the location of the project.

I HEREBY ACKNOWLEDGE HAVING READ AND CERTIFY THAT I UNDERSTAND AND FULLY ACCEP ALL THE TERMS AND CONDITIONS WHICH ARE SET FORTH HEREIN AND WHICH SHALL BE INCLUDED IN ANY CONTRACT DOCUMENT EXECUTED PURSUANT TO THIS SOLICITATION.



Respondent's Signature

02.23.2023

Date

RM Quality Construction, LLC

Name of Company

CHILD SUPPORT STATEMENT

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

List below the name and Social Security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application.

N/A

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services, or receive a state-funded grant or loan.

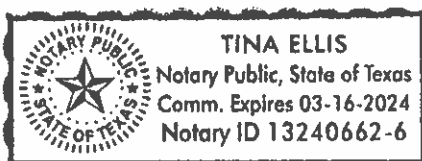
A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a Social Security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Parts A and D of Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-669).

By: Cody Johnson 

Title: Operations Director

Subscribed and sworn to me this 23rd day of February, 20 23.



By:  _____
Notary Public

My Commission Expires: 03.16.2024

AFFIDAVIT OF NONDISCRIMINATION, NONSEGREGATED FACILITIES, ANTI-COLLUSION, AND BUSINESS RELATIONSHIPS

State of Texas

County of Montgomery

The undersigned, of lawful age, being first duly sworn upon oath, deposes and stated that I am the duly authorized agent of the bidder submitting the attached bid and am authorized by said bidder to execute the within affidavit.

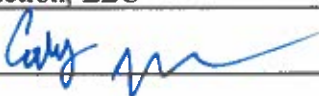
I further swear that if said bidder is successful on this project, it will not discriminate against anyone in employment practice because of race, color, religion, sex, or national origin. The undersigned further states that said bidder will comply with all federal and state laws and executive orders concerning the subject of nondiscrimination.

The undersigned further states that said bidder does not and will not maintain or provide for its employees any segregated facilities as defined in the instructions for this project at any of its establishments, not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The bidder further agrees that a violation of this certification is a breach of the equal opportunity clause of this bid and any contract awarded pursuant thereto. Said bidder further agrees that (except where it has obtained identical certification from proposed subcontractors for specific time periods), it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding Ten Thousand Dollars (\$10,000) which are not exempt from the provisions of the equal opportunity laws, and that said bidder will retain such certifications in its files.

The undersigned further states that said bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the prospective contract, or any other terms of prospective contracts or engaged in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract; and that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Texas (or other entity) any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

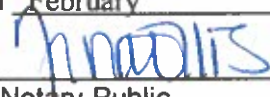
The undersigned further states that any partnerships, joint ventures, or other business relationships that are now in effect, or existed within one (1) year prior to this statement, with the architect, engineer or other party to this project; or any such business relationships between any officer or director of the bidder and any officer or director of the architectural or engineering firm or other party to the project are described as follows:

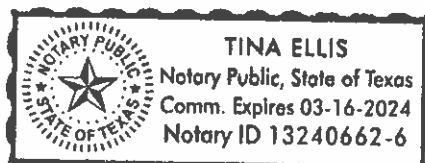
NAME OF BIDDER: RM Quality Construction, LLC

BY: Cody Johnson 

Subscribed and sworn to before me this 23rd day of February, 20 23

My Commission expires: 02.23.2023


Notary Public



**STATE AND FEDERAL REQUIREMENTS AFFIDAVIT
OF PRIME BIDDER**

Cody Johnson, *being first duly sworn, deposes and says that:*

1. He/She is Operations Director of RM Quality Construction, LLC, the Bidder that has submitted the attached Bid(s);
2. He/She is fully informed respecting the preparation and contents of the attached Bid(s) and of all pertinent circumstances respecting such Bid(s);
3. Bidder attests that he/she, the firm, or any current principal of their firm is not listed on any federal, state or local (i.e., GSA/HUD/GAO) list of debarred, suspended and ineligible contractors and grantees;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, is listed on any federal, state or local (i.e., GSA/HUD/GAO) list of debarred, suspended and ineligible contractors and grantees.
5. Bidder and any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, attests compliance with the U.S. Department of Labor, U.S. Fair Labor Standards Act, U. S. Occupation Safety Health Act (OSHA), U.S. Environmental Protection Agency, Texas Department of Housing and Community Affairs and that your firm meets and will enforce all federal and state equal employment, affirmative action and non-discrimination regulations.

By: Cody Johnson

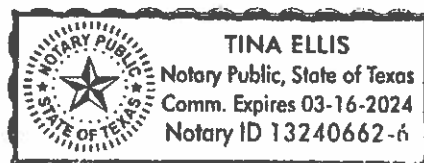
Title: Operations Director

Subscribed and sworn to me this 23rd day of February, 20 23.

By: _____

Notary Public

My Commission Expires: 03.16.2024



BIDDER'S SECTION 3 PLAN

In order to foster local economic development, neighborhood economic improvement and individual self-sufficiency, the following plan will be placed into action:

- Solicitations for subcontractor bids will be sent to a representative of the local Public Housing Authority.
- Any contractors hired to work on the HOME Investment Partnerships Program construction projects will recruit in the local low-income neighborhoods and public housing developments (this may be done via flyers, posting signs, placing ads, and/or contacting resident organizations, local community development organizations, or employment agencies to find potential new hires, as needed. Existing employees will not be terminated in order to hire Section 3 employees.
- Contractors will provide Contract Administrator with a list of Section 3 hires at the end of each project.

Cody Johnson - Operations Director
Name and Title of Signer (Type or Print)


Signature

02.23.2023
Date

CONTRACTOR CERTIFICATIONS
CERTIFICATION OF BIDDER REGARDING: SECTION 3
AND SEGREGATED FACILITIES

RM Quality Construction, LLC

Name of Contractor

TDHCA Contract Number 1003166

Project Name and Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Cody Johnson - Operations Director

Name and Title of Signer (Type or Print)



Signature

02.23.2023

Date

BIDDER'S EXPERIENCE

List below the names, addresses and phone numbers of five (5) references for which you (or your firm) have performed new home construction/ reconstruction/rehabilitation activities in the past three (3) years

REFERENCES:

	Name/address Phone Number If HOME Program	Describe Type of Work
1.	GrantWorks - Donna Johnson 512.567.2910	Reconstruction
2.	Langford Community Management - Karen Rego 512.425.0432	Reconstruction
3.	Texas General Land Office Hurricane Harvey Recovery Program	Reconstruction
4.		
5.		

Each reference will be contacted and asked the following questions:

1. Specifically, what work was completed by this firm or individual?
2. Please rate the quality of work completed. Was the contractors work?
_____ Very Good _____ Good _____ Fair _____ Poor
3. Did the contractor complete the work in a timely and efficient manner?
4. Was a twelve (12) month warranty provided for work? If so, were warranty items performed in a timely manner? Did conflicts occur?

Number of years your firm has performed: New home construction: _____ years
Rehabilitation work: _____ years

A minimum of five (5) years' work experience each in new home construction and/or housing rehabilitation is required.

FINANCIAL & TECHNICAL RESOURCES

A. FINANCIAL RESOURCES

1. List five (5) trade references from which you or your firm has purchased materials within the last twelve (12) months. Relatives are not accepted so do not list relatives. Additional references can be listed to ensure that five (5) references can be contacted.

a. Has this firm been timely in meeting their financial obligations?

b. Would you characterize this firm as honest, fair and responsible?

c. Have you or would you extend credit to this individual/firm?

Reference	Name	Address	Phone
1.	McCoy's Building Supply	PO Box 1362 San Marcus	512.395.6646
2.	Acme Brick	PO Box 425 Fort Worth	817.332.4101
3.	L&W Supply	PO Box 202753 Dallas	512.670.2774
4.	Sherwin Williams	203 Longmire Conroe	936.756.8856
5.	Ferguson Enterprises	PO Box 847411 Dallas	281.350.3355

B. TECHNICAL RESOURCES

1. Field Staff Experience: Who will supervise the work performed pursuant to this solicitation? Attach resume(s) showing relevant technical knowledge and expertise or all supervisors. (Resumes must be provided for any new supervisors when hired or assigned to work on the projects being bid.)

2. Trades: Do you have the following trades working for you or will you be subcontracting the work? (Use additional sheets as necessary.)

Trade	Employee Name(s)	Subcontracted (Name)	Worker Comp Ins. Yes or No
Foundation		Arturo Limon	Yes
Plumbing		JLR Plumbing	Yes
Electrical		AAK Electric	Yes
HVAC		Rescue Air	Yes
Roofing		Santa Clara Roofing	Yes
Painting		JVC Construction	Yes
Sheet Rock		Jesus Martinez	Yes
Carpentry		Stoneridge	Yes
Windows		Stoneridge	Yes
Floor Covering		Zeferino Cortez	Yes
*Lead-Based Paint Abatement			

Texas Administrative Code Title.28 Section 110.110(c)(7) requires the following language to be contained in building and construction bid specifications and contracts:

Workers' Compensation Insurance Coverage

A. Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1)) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project;
and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.



City Council Communication

Title: Discuss and consider the LCRA Vegetation Management Contract. (Rene Saenz)

Date: March 13, 2023 **From:** Rene Saenz

INFORMATION:

Staff requested a quote from LCRA for vegetation management for power lines throughout the city. The Electric Division earmarked \$100,000 for this initiative.

FINANCIAL IMPACT:

\$74,579.40

STAFF RECOMMENDATION:

Staff recommends Council approval for the City manager enter into a purchase agreement with LCRA and McCoy Tree Surgery for a total cost of \$74,579.40.

MOTION:

Motion to approve the contract for vegetation management through LCRA and McCoy Tree Surgery for \$74,579.40

ATTACHMENTS:

1. Council Comm veg management 2023
2. DOC035

STAFF CONTACTS:

Rene Saenz, Public Works Director

rsaenz@hondo-tx.org

Val Sanchez – Interim Electric Superintendent

vsanchez@hondo-tx.org



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City Council Communication

Title: Discuss and consider approval for the City Manager to enter into a purchase contract with LCRA and McCoy Tree Surgery for vegetation management

Date: March 7, 2023 **From:** Rene Saenz, Public Works Director

INFORMATION:

Staff requested a quote from LCRA for vegetation management for power lines throughout the city. The Electric Division earmarked \$100,000 for this initiative.

The quote from LCRA (through its subcontractor McCoy Tree Surgery), includes Ten weeks of service, (one crew, and all necessary equipment), for \$74,579.40. With this proposed work, the Electric Division will prevent foliage from encroaching onto distribution lines which could be the cause of power outages during inclement weather events. LCRA selected McCoy tree surgery through a competitive bid process.

FINANCIAL IMPACT:

The impact on the City budget is \$74,579.40

STAFF RECOMMENDATION:

Staff recommends Council approval for the City manager enter into a purchase agreement with LCRA and McCoy Tree Surgery for a total cost of \$74,579.40.

MOTION:

Motion to approve the contract for vegetation management through LCRA and McCoy Tree Surgery for \$74,579.40

ATTACHMENTS:

Quote Sheet

STAFF CONTACT(S):

Rene Saenz, Public Works Director

rsaenz@hondo-tx.org

Val Sanchez – Interim Electric Superintendent

vsanchez@hondo-tx.org

**CUSTOMER
SERVICES CONTRACT**

CUSTOMER: City of Hondo
1600 Avenue M
Hondo, Texas 78861
Attn: Val Sanchez

DATE SUBMITTED: January 26, 2023

SCOPE OF SERVICES:

JOB NUMBER:

The Lower Colorado River Authority ("LCRA") will provide the Customer access to LCRA's tree trimming services contract (the "Agreement") with McCoy Tree Surgery
0

Per hour rates will depend on individual classification of each employee. (See attached rate schedule). McCoy will bill Customer directly, on a weekly basis, and Customer will pay invoices directly to McCoy in accordance with the terms and conditions of the Agreement.

Scope of Tree Trimming:	Estimated at 10 crew-weeks of trimming
Estimated Services Value:	\$ 71,028.00 per year (direct charge from McCoy)
Total Amount of Services (includes LCRA Fee):	\$ 74,579.40 Estimate

See Attached Terms and Conditions.

SCHEDULE:

Customer and McCoy will determine a mutually acceptable time for the start of services. Services have a target start of April 10, 2023 with a 10 week completion.

CONTRACT PRICE:

LCRA Administration Fee: \$ 3,551.40
The Administration Fee will be added to the Customer's monthly power bill upon execution of contract. (or invoiced direct as applicable).

City of Hondo

Lower Colorado River Authority

By: _____
Title: _____
Date: _____

By: _____
Title: Sam Woolard
VP, Trans Const & Maintenance
Date: _____

OFFICE USE ONLY

Accounting: _____ 0

Approved By: _____
Completion Date: _____

Personnel Level	Rates	1	Rate
Supervisor/General Foreperson	\$ 61.46	1 \$	61.46
Foreperson	\$ 47.95	1 \$	47.95
Trimmer	\$ 41.40	1 \$	41.40

Equipment

Chain Saws (each)	0.92	1 \$	0.92
Bucket Truck with Chip bed	18.07	1 \$	18.07
Chipper	6.92	1 \$	6.92
GF Pickup	14.82	1 \$	14.82

Crew Rate (using Max Rates)

Supervisor/General Foreperson	\$ 61.46	0.25 \$	15.37
GF Pickup	\$ 14.82	0.25 \$	3.71
Foreperson	\$ 47.95	1 \$	47.95
Trimmer	\$ 41.40	2 \$	82.80
Chain Saws (each)	\$ 0.92	3 \$	2.76
Bucket Truck with Chip bed	\$ 18.07	1 \$	18.07
Chipper	\$ 6.92	1 \$	6.92

Total Hourly Crew Rate		\$	177.57
Total Weekly Crew Rate		\$	7,102.80
Total weeks (estimated)	10.0	\$	71,028.00
Total Trimmers	3.25		

Includes per diem costs for Lodging and meals

Total (using max rates)	\$	71,028.00	Note: This is the estimated direct
Average/week	\$	7,102.80	charge from McCoy

Actual Charges according to the rate schedule will be billed.

LCRA will bill a fee to cover the cost of scheduling and administering the program

The Administration fee is: \$ 3,551.40

FOR BUDGETING PURPOSES ONLY

Total (LCRA and McCoy)	\$	74,579.40	3 PERSON CREW
Total (LCRA and McCoy) weekly avg.	\$	7,457.94	

Terms and Conditions

The Lower Colorado River Authority ("LCRA") will provide the Customer access to LCRA's tree trimming services contract (the "Agreement") with McCoy Tree Surgery ("McCoy").

LCRA will add a 5% fee to Customer's wholesale power bill to cover administration of this program.

The services under this Customer Services Contract are provided pursuant to THE INTERLOCAL AGREEMENT between LCRA and the City, dated March 18, 2022 and under the authority of Chapter 791 of the Texas Government Code, Chapter 271, Subchapter F of the Texas Local Government Code, and in furtherance of LCRA's statutory and constitutional authority to provide electric utility services. The purpose of this Customer Services Contract is to increase the reliability of electric service within Customer's service territory, and to realize savings and efficiencies by cooperatively procuring services.

Customer will purchase services from McCoy under the same terms and conditions and pricing contained in the Agreement. All orders and payments for such purchases will be issued directly from Customer to McCoy, and McCoy will provide the services and associated invoices directly to Customer. LCRA is not a party to, and will in no way be responsible to either Customer or McCoy for, such orders, including without limitation any payments, performance, costs, expenses, losses or damages arising from such transactions between McCoy and Customer. Customer releases LCRA from any liability associated with Customer's transactions under the Agreement.

Customer represents that (i) all payments made pursuant to this Customer Services Contract will be paid from current revenues and (ii) it has the authority to enter into this Customer Services Contract.





City Council Communication

Title: Renewal of Interlocal Cooperation Agreement between City and Medina County. (Rene Saenz)

Date: March 13, 2023 **From:** Rene Saenz, Public Works Director

INFORMATION:

The City of Hondo and Medina County have been working together under the provisions of Chapter 791 of the Texas Local Government Code (Interlocal Cooperation Act). This contract sets forth the agreement between the City and County for the mutual use and exchange of equipment, cooperative purchasing, personnel, and use of facilities (storage and shelter), in the event of an emergency or when combining efforts or sharing resources would be to the benefit of the City and County on a short-term basis. This agreement applies only to governmental functions and services that each party is authorized to perform individually

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Staff recommends that Council approve the Interlocal Cooperation Contract between City of Hondo and Medina County.

MOTION:

Motion to approve the signing by out Mayor of the Interlocal Cooperation Contract.

ATTACHMENTS:

1. Council comm City_County Interlocal agreement 2023
2. Old Interlocal Cooperation Contract

STAFF CONTACTS:

Rene Saenz, Jr.
Public Works Director
rsaenz@hondo-tx.org



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City Council Communication

Title: County Interlocal Cooperation Contract renewal

Date: 3/10/23 **From:** Rene Saenz Public Works Director

INFORMATION:

The City of Hondo and Medina County have been working together under the provisions of Chapter 791 of the Texas Local Government Code (Interlocal Cooperation Act).

This contract sets forth the agreement between the City and County for the mutual use and exchange of equipment, cooperative purchasing, personnel, and use of facilities (storage and shelter), in the event of an emergency or when combining efforts or sharing resources would be to the benefit of the City and County on a short-term basis.

This agreement applies only to governmental functions and services that each party is authorized to perform individually.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Staff recommends that Council approve the Interlocal Cooperation Contract between City of Hondo and Medina County.

MOTION:

Motion to approve the signing by out Mayor of the Interlocal Cooperation Contract.

ATTACHMENTS:

Current Interlocal Cooperation Contract dated 10/13/2014

STAFF CONTACT(S):

Rene Saenz, Jr.
Public Works Director
rsaenz@hondo-tx.org

INTERLOCAL COOPERATION CONTRACT

STATE OF TEXAS

§

§

COUNTY OF MEDINA

§

This Interlocal Cooperation Agreement is made this 13th day of October, 2014, between the County of Medina hereinafter called the "County", and the City of Hondo, hereinafter called the "City". The County is acting by and through its duly elected County Judge, and the City is acting by and through its duly elected Mayor.

I. RECITALS: This agreement is entered into under the provisions of Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and shall proceed and be consummated in accordance with the provisions of laws existing as of this date.

This agreement is authorized by the governing bodies of the County and the City, respectively.

Each party paying for the performance of governmental functions and services pursuant to this agreement must make those payments from current revenues available to the party.

This agreement applies only to governmental functions and services that each party is authorized to perform individually.

II. PURPOSE: The purpose of this contract is to set out the agreement between the County and the City for the mutual use and exchange of equipment, cooperative purchasing, personnel, and use of facilities for storage and shelter in the event of emergency, or when combining efforts or sharing resources would be to the benefit of the County and City on a short term basis such as but not limited to Animal Control, Flood Plain Management, Health & Sanitation/Solid Waste.

III. REQUESTS FOR SERVICES: If a request for assistance is for emergency mutual assistance, the Mayor shall request the service from the County Judge, if the City is requesting the assistance, or the County Judge shall request the service from the Mayor, if the County is requesting the assistance.

The provision of all other assistance under this agreement shall be requested by the County Commissioner(s) of precincts within boundaries of city limits and the City Manager of the City.

IV. TERM: The term of this agreement is 12 months and may be renewed annually by written agreement between the parties.

V. LIABILITY/INDEMNITY: If a party hereto furnishes equipment and facilities, the governmental unit that requests and obtains such equipment or facilities is: (1) liable for any personal injury, death or property damage arising from the use of such equipment or facilities, and shall indemnify and hold harmless the governmental unit providing such equipment or facilities from all such liability; and (2) responsible for maintaining and taking care of such equipment or facilities as would a reasonably prudent person, and shall reimburse the governmental unit providing such equipment or facilities for any damage to or loss of such equipment or facilities, normal wear and tear expected.

If a party hereto furnishes law enforcement services to the other party, the governmental unit that requests and obtains the services is responsible for any civil liability that arises from the furnishing of those services.

VI. DUTIES: Upon the receipt of a request for governmental functions or services pursuant to this agreement, the governmental unit receiving the request shall furnish the assistance to the extent that the governmental entity can without neglecting its own responsibilities and obligations.

VII. TERMINATION: This agreement may be terminated by either party at any time upon 30 days written notice to either party.

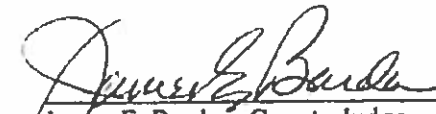
ACCEPTED THIS 29th DAY OF October, 2014, by the City of

Hondo, by its duly elected Mayor.




James W. Danner, Mayor

ACCEPTED THIS 28th DAY OF October, 2014, by the County of Medina, by its duly elected Judge.


James E. Barden, County Judge



City Council Communication

Title: Discuss and consider making appointments to various boards and commission. (Mayor McAnelly)

Date: March 13, 2023 **From:** Mayor John McAnelly, Mayor

INFORMATION:

The City of Hondo is fortunate to have many volunteers who serve on our various Advisory Boards. These citizens serve up to three two-year terms, some meeting monthly, others bi-monthly and some quarterly and as needed.

Dr. David Galewsky has served three terms on our Animal Care Services Advisory Board and though we appreciate his service, our terms are limited. In compliance with state guidelines our board requires that one member be a veterinarian. Dr. Becca Richardson, who works with Dr. Galewsky in the Hondo Vet Clinic, has agreed to serve and I recommend her appointment.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Recommend the appointment of Dr. Richardson to the Animal Care Services Advisory Board

MOTION:

Motion to approve the appointment of Dr. Becca Richardson to the Animal Care Services Advisory Board.

ATTACHMENTS:

None

STAFF CONTACTS:

Mayor McAnelly



City Council Communication

Title: Discuss and Consider approving the revised Airport Layout Plan set. (Ryan Elder)

Date: March 13, 2023 **From:** Ryan Elder, Director of Aviation

INFORMATION:

The South Texas Regional Airport has undergone revisions to its Airport Layout Plan in order to capture current and projected airfield configuration and projected land use planning. Attached you see the proposed Land Use Plan and Exhibit "A" Property Map for consideration of approval to be submitted to the FAA.

FINANCIAL IMPACT:

\$15,000 (paid)

STAFF RECOMMENDATION:

Staff recommends discussing and considering approving the revised Airport Layout plan for submission to the FAA

MOTION:

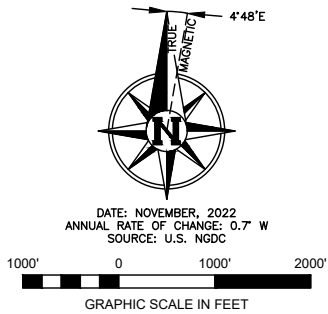
Motion to approve the revised Airport Layout Plan for submission to the FAA

ATTACHMENTS:

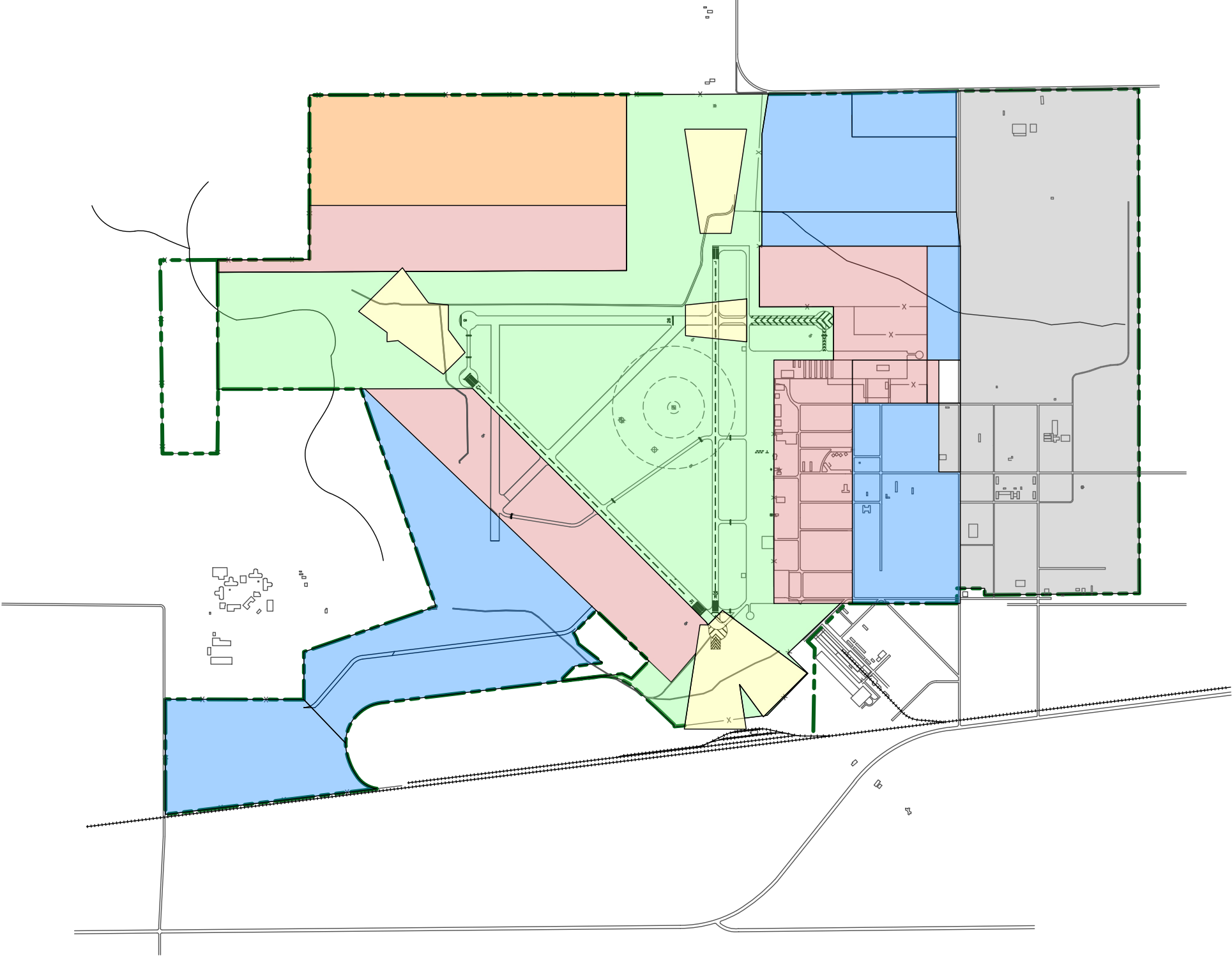
1. Pages from HON053-ALP SET-Final-Draft_3-1-2023

STAFF CONTACTS:

Ryan Elder



- NOTES:
1. ALL HORIZONTAL COORDINATES ARE SHOWN IN TEXAS STATE PLANE ?? ?? ZONE, US FOOT, NAD 83/2017.
 2. ALL VERTICAL COORDINATES ARE SHOWN IN NAD 88.



LAND USE LEGEND	
RUNWAY PROTECTION ZONE (RPZ)	
AIRPORT OPERATIONS AREA	
AVIATION/AVIATION COMPATIBLE DEVELOPMENT AREA	
NON-AERONAUTICAL/AVIATION COMPATIBLE AREA	
PROPOSED LAND RELEASE	
PREVIOUSLY RELEASED, PROPOSED TO SELL	



DES: CM	ISSUE RECORD			
	NO.	BY	DATE	REVISION
DR: CM				
CH: MM				
APP: MM				

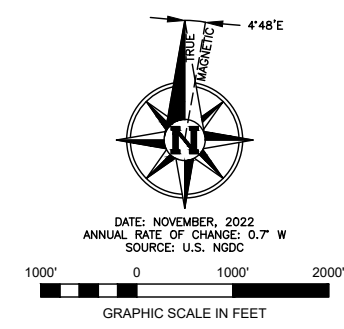
SOUTH TEXAS
REGIONAL AIRPORT
HONDO, TEXAS

AIRPORT LAYOUT PLAN

AIRPORT LAND USE DRAWING

AIP GRANT NO. 3-48-0215-xx-2019	KSA JOB NO. HON053	DATE: February 2023
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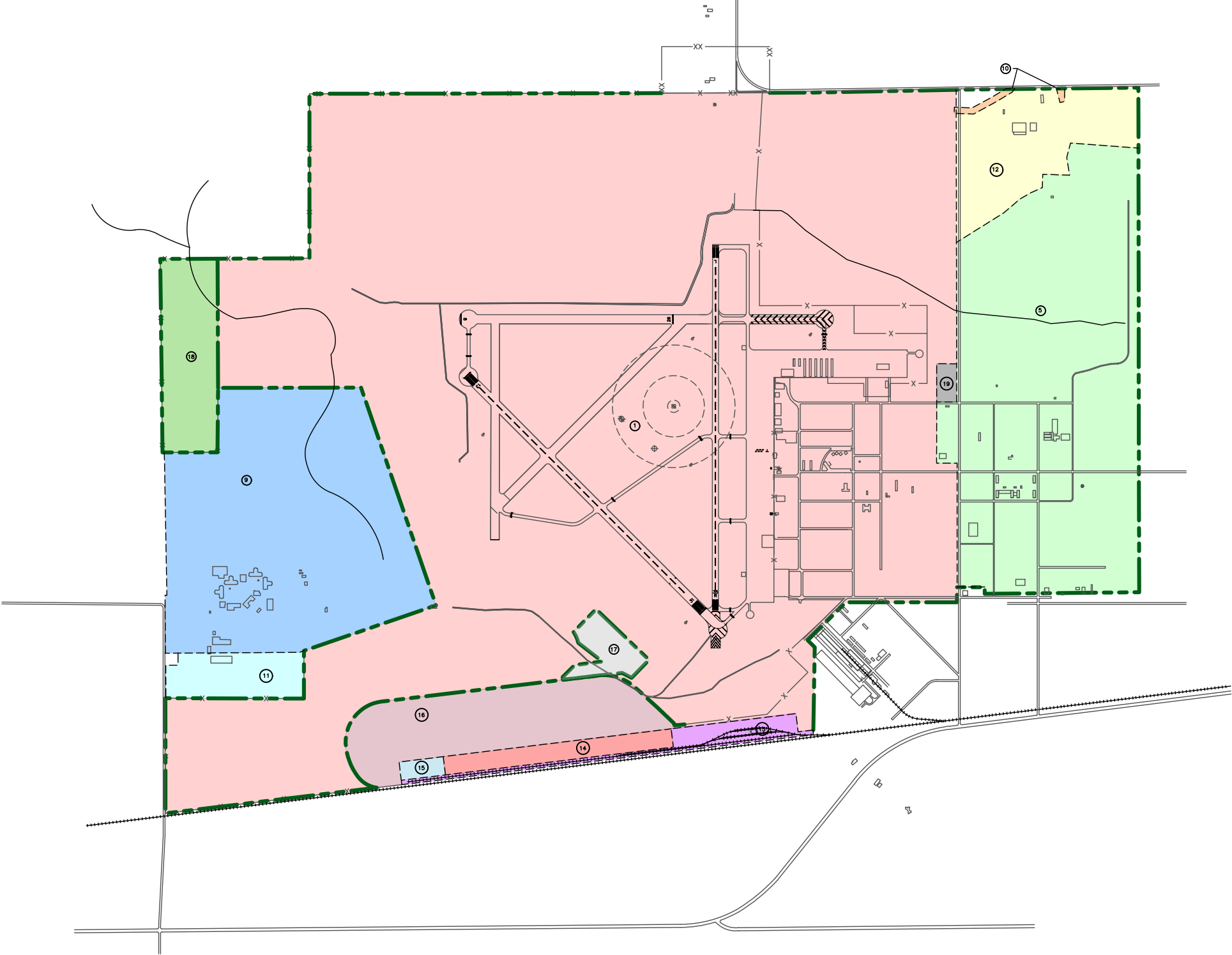
19
SHEET NO.



- NOTES:
1. ALL HORIZONTAL COORDINATES ARE SHOWN IN TEXAS STATE PLANE ?? ?? ZONE, US FOOT, NAD 83/2011?
 2. ALL VERTICAL COORDINATES ARE SHOWN IN NAD 88.

AIRPORT PROPERTY - DATA TABLE					
TRACT	GRANTOR	TITLE	ACRES	DATE ACQUIRED	VOL./PG.
1	U.S. GOVERNMENT	DEED WITHOUT WARRANTY	3522.90	7/16/1948	144/73
-	U.S. GOVERNMENT	INSTRUMENT OF TRANSFER	BLDG. 9205	3/17/1950	147/497
-	U.S. ADMIN. OF CIVIL AERONAUTICS	RELEASE	1.796	3/04/1953	160/546
4	FEDERAL AVIATION AGENCY	INDENTURE	3522.90	1/27/1959	179/617
5	FEDERAL AVIATION ADMINISTRATION	DEED OF RELEASE	463.27	11/13/1985	23/706
-	CITY OF HONDO TO WEST MEDINA WATER SUPPLY CORPORATION	R.O.W. EASEMENT	15 FEET WIDE	11/15/1985	23/561
-	FEDERAL AVIATION ADMINISTRATION	DEED OF RELEASE	3.844	5/31/1989	111/270
-	UNIVERSAL RUNDLE CORPORATION	WARRANTY DEED	2.201	9/01/1989	111/267
10	CITY OF HONDO TO STATE OF TEXAS	DRAINAGE EASEMENT FOR HIGHWAY PUROSES	2.858	1/14/1992	159/843
11	FEDERAL AVIATION ADMINISTRATION	DEED OF RELEASE	37.44	6/26/1993	203/268
12	FEDERAL AVIATION ADMINISTRATION	DEED OF RELEASE	99.68	6/23/1995	298/447

AIRPORT PROPERTY SOLD/RELEASED - DATA TABLE					
TRACT	PURCHASER	TITLE	ACRES	DATE ACQUIRED	VOL./PG.
-	STATE OF TEXAS	RIGHT OF WAY DEED	1.796	3/26/1953	160/545
-	UNITED GAS, INC.	DEED AND CONVEYANCE		9/12/1972	244/361
-	COORS DISTRIBUTING	WARRANTY DEED	4.0	5/26/1986	34/329
-	KNIGHTS CLUB OF HONDO, INC.	SPECIAL WARRANTY DEED	4.0	4/13/1987	64/41
9	TEXAS DEPT. OF CRIMINAL JUSTICE	DEED OF RELEASE	350.00	10/5/1990	132/771
-	IRA L. GIDDENS, et ux	WARRANTY DEED	0.576	6/15/1993	197/639
-	DEPARTMENT OF HUMAN SERVICES	WARRANTY DEED	1.176	11/09/1995	258/790
-	C. & L. TONDRE	UNKNOWN	9.317	11/28/1995	UNKNOWN
-	C. & L. TONDRE	SPECIAL WARRANTY DEED WITH VENDOR'S LIEN	23.189	7/16/1997	300/321
-	MEDINA COUNTY	UNKNOWN	7.5	1/19/1998	UNKNOWN
-	JAMES AVERY	UNKNOWN	7.366	11/17/1999	UNKNOWN
-	TUSCANY COURT APTS.	UNKNOWN	11.258	10/23/2003	UNKNOWN
13	MARK HOLLAND & DONALD LEE	RELEASE THEN WARRANTY DEED	25.738	3/15/2006	703/1269
14	MARK HOLLAND & DONALD LEE	RELEASE THEN WARRANTY DEED	25.738	8/27/2008	THTC GF# 07-0331
15	MARK HOLLAND & DONALD LEE	RELEASE THEN WARRANTY DEED	5.002	8/27/2008	THTC GF# 07-0336
16	FAA	RELEASE FROM FED OBUGATION	119.639	6/5/2012	853/736
17	MARTIN ASPHALT	RELEASED	25.855	3/16/2015	
18	DESERT CLAIM, LLC	RELEASED	63.033	05/08/2017	
19	BAILEY CALIFORNIA PROPERTIES, LLC	SPECIAL WARRANTY DEED	3.226	08/20/2020	



DES: CM DR: CM CH: MM APP: MM	ISSUE RECORD			
	NO.	BY	DATE	REVISION

SOUTH TEXAS
REGIONAL AIRPORT
HONDO, TEXAS

AIRPORT LAYOUT PLAN

EXHIBIT "A" PROPERTY MAP

AIP GRANT NO. 3-48-0215-xx-2019	KSA JOB NO. HON053	DATE: February 2023
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20
SHEET NO.



City Council Communication

Title: Discuss and consider appropriate action regarding Cemetery Business and Master Plan Proposal by LEES+Associates. (Lora Socarras)

Date: March 13, 2023 **From:** Lora Socarras

INFORMATION:

As discussed during previous City Council and Cemetery Advisory Board meetings, the City's cemeteries present a host of interlinked managerial and operational challenges that must be addressed in order to ensure the long term sustainability of the cemeteries in the years to come. The problems at the cemetery have compounded over the years, and have resulted in a cemetery system that is currently in disrepair, represents some risk to the City, and which requires resources to contribute to its care, maintenance, and future development.

Purpose of the Cemetery Business and Master Plan Project

The purpose of the cemetery business and master plan project is to provide the City of Hondo team with a set of recommendations that provide a clear pathway for the improvement of its cemetery system. The benefits of undertaking this project are multifold and will be significant in moving the cemetery system towards becoming socially, environmentally, and financially sustainable in the long term to serve the needs of Hondo families.

Why LEES+Associates?

LEES+Associates is one of the only consulting firms in North America who **specialize** in providing expertise in cemetery planning and design. For 25 years the LEES team of over 20 consulting staff have provided municipal clients like the City of Hondo with the tools needed to enhance cemetery services so they are relevant and meet the needs of families in the 21st century.

LEES+Associates is working locally in Similar Communities

LEES+Associates is working in communities like Hondo throughout Texas, and across the United States. The LEES team recently completed a cremation garden concept design for Robstown Cemetery TX (near Corpus Christi), and they continue their long-term relationship with Meadowlawn Cemetery in San Antonio TX, where they have provided a physical cemetery concept plan setting out the vision for development of the site, along with the detailed design and installation of Mary's Cremation Garden (see attached documents for more examples). LEES is also working for communities in Philadelphia, Jefferson City Missouri, and California, and have completed cemetery projects in Oregon, Hawaii, Minnesota and Idaho. Key project examples include:

1. Columbaria Garden Concept Design, Grapevine Cemetery, Grapevine, TX
2. Mary's Garden, Cremation Garden Concept Design through to Construction, Meadowlawn Cemetery San Antonio TX
3. Cremation Garden and Full Body Burial Area Concept Design, Robstown Cemetery,

Robstown TX

4. Cremation Garden Concept Design, Normal Hill Cemetery, City of Lewiston, ID
5. Legacy Gardens Cremation precinct, City of Kelowna, BC Canada

Staff is requesting City Council's authorization to proceed with the Cemetery Business and Master Plan Project with LEES+Associates as outlined in the attached proposal for an amount not to exceed \$140,000.00 (Base cost proposal of \$87,595.00 plus the proposed budget allotment for disbursements and optional additional mapping and design work). The Cemetery Advisory Board, on March 6, 2023, voted unanimously to recommend that City Council authorize the City Manager to enter into a contract with LEES+Associates as outlined in the attached proposal for an amount not to exceed \$140,000.00. The Cemetery Advisory Board also unanimously recommended that the cost be split equally between the Cemetery Perpetual Care Fund and the City's General Fund.

FINANCIAL IMPACT:

The Cemetery Business and Master Plan Project with LEES+Associates as outlined is proposed at a base cost of \$87,595.00 plus the proposed budget allotment for disbursements and optional additional mapping and design work. The total dollar amount requested for this project to cover the base cost and disbursements and optional work is **\$140,000.00**. The Cemetery Advisory Board recommends that this amount be split equally between the Cemetery Perpetual Care Fund and the City's General Fund.

STAFF RECOMMENDATION:

Staff and the Cemetery Advisory Board recommend that City Council authorize the City Manager to enter into a contract with LEES+Associates for a Cemetery Business and Master Plan Project as outlined in the attached proposal for an amount not to exceed \$140,000.00 split equally between the Cemetery Perpetual Care Fund and the City's General Fund.

MOTION:

City Council motion to authorize the City Manager to enter into a contract with LEES+Associates for a Cemetery Business and Master Plan Project as outlined in the attached proposal for an amount not to exceed \$140,000.00 split equally between the Cemetery Perpetual Care Fund and the City's General Fund.

ATTACHMENTS:

1. Backup Package, LEES+Associates - City of Hondo Cemetery Master Plan

STAFF CONTACTS:

Lora Socarras, Director of Parks and Recreation
Scott Albert, City Manager

Cemetery Master Plan Proposal
LEES+Associates

February 17, 2023

City of Hondo
1600 Avenue M
Hondo, Texas
78861
USA

Attention: Lora Robbins, Director of Parks and Recreation

Dear Lora,

Re: Cemetery Master Plan Fee Proposal

Thank you for inviting E. Lees & Associates Consulting Ltd. (LEES + Associates) to submit this proposal for Cemetery Master Planning services for the City of Hondo. As leaders in the cemetery design, planning, and management industry, we are uniquely equipped to successfully deliver this work. This Fee Proposal letter has been updated to incorporate your feedback. It sets out the tasks we think you will need us to undertake on your behalf to meet your objectives along with an estimate of the consulting fees.

This Fee Proposal letter is set out under the following headings:

- Project Understanding
- Scope of Work
- Additional Optional Work
- Assumptions
- Fees
- Schedule
- Why LEES+Associates?
- Conclusion

PROJECT UNDERSTANDING

Hondo Cemetery comprises the historic cemeteries of Oakwood, Woodmen of the World, Ingleside, Guadalupe, St. John's, and Oakwood Annex. There is demand in the community from families requesting a

gravesite, but there is limited space remaining, partly due to the uncertainty about which areas could be expanded without risk of disturbing unrecorded gravesites.

Senior leadership at the Parks and Recreation Department wish to create a vision through a Cemetery Master Plan process to revive, restore and regenerate the Hondo Cemetery system. A primary objective is to make the cemetery financially, socially and environmentally sustainable with a clear way forward to better serve the needs of families in the community. However, partly because of cemetery responsibilities being shared across City Departments, a host of interlinked managerial and operational problems have accumulated over time. Some of the issues include:

- There is no formal plan for roads or water utilities for servicing the cemetery. Visitors to the cemetery drive across graves and staff routinely repair leaks in the water systems.
- The burial records are incomplete and in some cases are inaccurate, leading to concerns about where it is safe to dig new gravesites.
- In some cases, standard operating procedures for opening and closing graves by the City's own forces have not been adhered to, making it difficult to reconcile the burial records, and ensure that the service paid for by a family was carried out in line with the contract.
- The standard of service and care provided by the City to families needs improving- currently families pay for a grave at the City's Utility Billing Division.
- The standard of landscape care and maintenance is lower than it should be for an active municipal cemetery, and complaints received from families confirm this does not meet the expectations of the community.
- There are some leaning, broken and missing headstones, and other site infrastructure that is in disrepair, that may in some cases be a health and safety liability, but also is a source of complaints and concerns from the community.
- Historically, the ownership of the cemeteries has changed over the years. The details of the transfers are scattered across departments and need to be brought into one place so it is clear to the cemetery management team what is privately owned (e.g. Mausolea), and what the City is legally responsible to maintain, such as headstones and gates etc.
- The rules and regulations need updating, and
- There has been a lot of City Staff changes across departments resulting in a loss of knowledge, skills, and experience in running the cemetery system.

All this and more has resulted in a cemetery system that is currently in poor shape, represents some risk to the City, and is not contributing to its care and maintenance, or its development.

To address this question, and the other issues listed above, the City urgently needs LEES+Associates to undertake a Comprehensive Cemetery Master Plan to ensure the long term financial, social, and environmental sustainability of the City's cemetery. The Comprehensive Cemetery Master Plan will include business and capital improvement plans which will provide clear direction to the City on the financial and operational adjustments required, as well as the physical development of the cemetery in order of phased priorities. The Master Plan will also help establish and implement a unified identity for the City's cemeteries.



Figure 1: Hondo Cemetery Entrance Gate



Figure 2: Hondo Cemetery Air Photo (Google Maps))

SCOPE OF WORK

We have set out the proposed scope of work under the following headings:

- Phase 1: Project Start-up Meeting, Site Tour, and Background Information
- Phase 2: Demand/Needs Analysis and Opportunities and Constraints Analysis
- Phase 3: Cemetery Records Management System and Cemetery Mapping Review
- Phase 4: Cemetery Business Plan
- Phase 5: Cemetery Concept Design
- Phase 6: Capital Development Plan
- Phase 7: Cemetery Rules and Regulations Update
- Phase 8: Presentation to Council

Note that some tasks within these phases can run concurrently.

PHASE 1: PROJECT START-UP MEETING, SITE TOUR, AND BACKGROUND INFORMATION

We will commence the work by holding a project start up meeting in person to confirm the scope of work, project deliverables, schedule, and lines of communication. It will provide an important opportunity for you and your team to tell us what to be aware of and what to focus on to make this a successful project for you.

Comprehensive Cemetery Master Plan Table of Contents

We will provide you with a table of contents showing you in advance the overall structure of the final deliverable that will be the Cemetery Master Plan report.

Background Data and Baseline information

We will request all necessary background data and baseline information from you to support our work.

Site Tour

We will carry out a tour of the site to gain a sense of the cemetery and the space available for the development as part of the overall physical cemetery concept plan.

If there is doubt about the suitability of any land for cemetery development purposes, you should flag it to us. If the concern is around the level of ground water or large boulders in the ground, or other ground problems, we may suggest you commandeer a backhoe to do some test digs during our site tour.

Drone Survey

During the site tour, we will capture aerial imagery of the cemetery with our drone (subject to aviation restrictions) as it will provide excellent mapping, grading, and aerial photography to inform the cemetery concept design.

Cemetery 101 Workshop

We will use a portion of our time when we are with you in person to run a Cemetery 101 workshop. We will ask you to invite the full spectrum of staff members involved in the administration and operation of your cemetery system from the field crews opening and closing graves to your Senior Leadership. The purpose of the workshop is to:

- Inform your cemetery team about a number of trends happening in municipal cemeteries across North America, and what we have found out about the performance of your cemetery system at this point in the project.
- Ask your cemetery team about what is and isn't working currently at the cemetery, and
- Crucially, to garner support for the cemetery and this project from your senior leadership that will be so important over the coming years as you implement the recommendations that arise from this Cemetery Master Plan.

External Stakeholder Interviews

We will also hold a series of short interviews with key external stakeholders such as the local funeral homes, representatives from local religious institutions, historical societies, or other community partners. The purpose of these meetings will be to see if they can provide further insight into what is, or is not working at the cemetery, and what opportunities they see that could improve the service to families and the wider community. We will ask you to identify the key external stakeholders and set up the meetings. We will meet these external stakeholders separately from each other where necessary, or in small groups if they are mutually compatible. At least two meetings will be in-person. The remainder will likely be conducted online via MS Teams meetings.

Deliverables: Deliverables from this stage of the work will include:

- Meeting notes from the Start up meeting that will help inform and guide the direction of the project.
- A short memo summarizing the feedback and insights from staff attending the Cemeteries 101 Workshop and External Stakeholder Interviews
- Drone imagery of the cemetery including lidar contours, air photos and photogrammetry (3D model of the existing cemetery)

PHASE 2: DEMAND/NEEDS ANALYSIS AND OPPORTUNITIES AND CONSTRAINTS ANALYSIS

Demand/ Needs Analysis

In this phase of the workplan, we will carry out a demand/needs analysis to identify how much burial inventory you have remaining for sale, and how much more of each type of burial inventory you are going to need over the next 25 years to meet changing preferences for the different types of interment and memorialization options.

The demand/needs analysis will form a foundational written chapter within the overall Cemetery Master Plan report. It will underpin many of the recommendations that will come forward during this cemetery master plan process, including whether you have sufficient undeveloped space at the existing cemetery, or whether new land should be obtained to provide the capacity necessary to serve the community for years to come.

Opportunities and Constraints Plan:

Building on our understanding and insights from the work undertaken so far, we will provide you with an opportunities and constraints plan that will identify where there are burial expansion opportunities and burial infill opportunities at the site. These opportunities might include full body burial areas, cremation gardens including columbaria, and opportunities for emerging interment options such as Green Burial.

The opportunities and constraints plan will inform proposals for the physical development of the cemetery that will be articulated through the Cemetery Concept Design in Phase 4 of this work plan.

PHASE 3: CEMETERY RECORDS MANAGEMENT SYSTEM AND CEMETERY MAPPING REVIEW

Cemetery Records: We will undertake a high level review the condition of your current written cemetery records and corresponding mapping records.

Once we have evaluated the condition of your records, we will discuss with you the options available to ensure your records meet relevant laws and standards, but also to minimize the risk to the City and families posed by inaccurate record keeping.

Additional Optional Work: Update of Cemetery Records Management System and Cemetery Mapping

Following our review and recommendations, you will have a clear understanding of the direction you would like to go and the scope of work involved with regards to improving your cemetery records and mapping, and we will be able to provide you with an estimate of fees to undertake this work.

We often recommend the purchase a specialist proprietary cemetery records management software tailored to your cemetery management needs. This means data input errors are reduced because it is easy for staff to use, records are consistent and highly accurate, and linked directly to the digital cemetery map providing the information you and your team need in real-time. They are also backed up on the cloud so you will never lose them.

To that end, we would engage webCemeteries as our subconsultant to provide the proprietary cemetery records management software. We will create the GIS map of the cemetery—providing input and assistance in documenting unmarked graves—and provide this map to webCemeteries. They will input your cemetery records into the data base and connect it to the GIS cemetery map. At the end of this process, you will have an easy to use, secure, and compliant cemetery records management tool to support your management of the cemetery.

It is possible that if you undertake a thorough cemetery records reconciliation process as part of a future project, you may find there are graves that could be taken back by the City and made available for sale, all of which add to the capacity and longevity of the cemetery.

PHASE 4: CEMETERY BUSINESS PLAN

The Cemetery Business Plan has four main components:

- Historical Management and Responsibilities, Governance + Operations Review
- The Products, Services and Pricing Benchmarking Study
- The Financial Plan

To begin this phase of the workplan, we will host a video conference meeting with you and your team to establish the financial targets you wish to set for the cemetery business going forward. We may ask for additional Revenue and Operational cost information at this juncture.

4.1 Historical Management and Responsibilities, Governance and Operations Review

This phase will include collaborating with the cemetery librarian for historic research assistance to establish the historical ownership, management, and details of the responsibilities of each cemetery and their previous owners. This historical review will compile the existing documents and information into a succinct chapter that will be included as a section of the Final Master Plan.

The governance review part of this plan will evaluate what the most appropriate leadership and management structure to provide oversight and direction to the cemetery system going forward. The City currently has a Cemetery Advisory Board in place. In the future, governance oversight may include a Task Force or Steering Committee structure that may comprise a dedicated Cemetery Manager, Council Members, Community Stakeholders, and Funeral Homes.

The operations review part of this plan will seek to recommend some high-level options to meet your objective of making the operation of the cemetery system, smooth, transparent, effective, and efficient. This includes exploring the option of consolidating the various cross-department roles and responsibilities under one Cemetery Manager responsible for sales, administration, operations, and cemetery development. This Cemetery Manager would then report directly to Senior Leadership in the Parks and Recreation Department.

This review will begin with a consultation period with staff and stakeholders to identify the status and gaps in the cemetery's current organizational structure, landscape standard, monument restoration practice and standard operating procedures.

We will then take the insights gained about the current governing body and operations, and factor them into a summary of the strengths, weaknesses, opportunities, and challenges for the cemetery system. This review will make recommendations to help your operations become more effective and more efficient.

Organizational Structure

As part of this review, we will summarize it in an organization chart (flow diagram) and assess the resulting, current state and flow of work, communication, and costs in your cemetery system. Cemetery organizational structure and operational tasks fall into three primary categories:

- Administration + Customer Service – This include the staff and infrastructure dealing with customer service, sales, marketing, record-keeping, etc.
- Service Delivery – This include the outdoor field staff, tools and equipment that directly provide interments, memorialization, and other related services;
- Care + Maintenance – This include the outdoor field staff, tools and equipment providing the ongoing landscape, facility and infrastructure care and maintenance for the cemetery site.

The governing body is expected to provide oversight and guidance to these three groups.

Cemetery Landscape Standard

Part of this review will include a high-level assessment of the standard of maintenance of the cemetery landscape . We will make recommendations to ensure the standard of landscape is brought up to where it should be for an active municipal cemetery, so it meets community expectations and reduces the to reduce the number complaints received from families.

Monument Restoration

There are some leaning, broken and missing headstones, and other site infrastructure that is in disrepair, that may in some cases be a health and safety liability, but also is a source of complaints and concerns from the community. We will undertake a high level assessment or overview of the extent of disrepair, and develop a strategy or an approach to deal with the restoration of important headstones in priority order in batches over the coming years.

Standard Operating Procedures:

You told us that in the past, there have been instances where Standard Operating Procedures (SOP's) have not been followed (or were not in place) for things like opening and closing graves, and some mistakes made it difficult to reconcile the burial records, and ensure that the service paid for by a family was carried out in line with the contract. We will identify with you your key areas of concern and make a high-level assessment of the condition, effectiveness and strength of your SOP's. We will make recommendations to ensure that the necessary SOP's are in place, and that they are easily understood and effectively implemented by Staff.

Reviews and Deliverables:

We will prepare a draft of the Cemetery Business Plan and will hold a video conference meeting to present the key findings and draft recommendations that will move your cemetery system to Financial and Social sustainability targets that you set with us at the start of this phase of the workplan. We will incorporate your feedback before finalizing the Cemetery Business Plan and inserting it as a chapter within the overall Cemetery Master Plan report.

(It is recommended that the Cemetery Business Plan is reviewed and updated every 5 years as many things change over that period and adjustments will likely need to be made to ensure that the cemetery system remains on track to achieve long term financial sustainability.)

4.2 Products, Services and Price Benchmarking Study

We will review the current range of products and services you currently offer to the community and make recommendations on whether to expand that range to meet the needs of families in the 21st century. This could include Green Burial, Scattering Gardens, Memorial Walls (without the associated interment) etc.

We will also assess your pricing structure for your products and services against comparable cemetery operators in your area and make recommendations on the price ranges and annual increases you should adopt as part of the strategy of making your cemetery system more financially sustainable over the long term.

4.3 Financial Plan

Pricing is one of several variables we will use in our models to project the financial health of the cemetery system over the next 50 years. Two financial scenarios we will model for you include:

- Scenario #1: Do nothing (Status Quo), and
- Scenario #2: Financial Sustainability

Depending on how close the City would like the cemetery system to get to break-even, the Financial Sustainability scenario will identify a range of measures you would need to take to ensure that:

- Operating revenues exceed costs, so the cemetery consistently exceeds breakeven over time;
- Sufficient monies are put into the Perpetual Care Fund (a.k.a. Care and Maintenance Fund) so that the annual interest generated covers a large portion if not all of the maintenance costs of the cemetery when it is no longer active, and
- You can save money into a Cemetery Development Fund to contribute towards future capital projects such as new columbaria units, etc.

PHASE 5: CEMETERY CONCEPT DESIGN

In this phase of the work plan, we will integrate all the key findings, insights, and recommendations from the previous phases of the workplan into the physical Cemetery Concept Design. The cemetery concept design will show the spatial organization of the cemetery including proposals for its modification and development over the next 25 years. It will encapsulate the long-term vision for the cemetery's development that Council will adopt. This will provide you with the mandate and confidence to proceed with its development in a series of phased priorities over the coming years.

The draft cemetery concept design will be supported by:

- A high-level order of magnitude cost estimate to inform your 10-year Capital Development Plan budgeting needs
- A phasing diagram indicating those elements to be developed in priority order in the immediate, short, medium, and long term, and
- A high-level interment and memorialization diagram to clearly show you the location and extents of each interment and memorialization option

Review: We will present the draft cemetery concept design deliverables to you at a video conference meeting to receive your feedback before preparing public consultation boards for display at an Open House event.

Public Open House

We will hold an Open House event to show the community the draft cemetery concept design and proposals for enhancement of the cemetery service. This will be supplemented with a hard copy questionnaire to solicit feedback, as well as an electronic survey via an online provider such as SurveyMonkey or MailChimp etc.

Review: We will summarize and review the feedback from the Open House and the online survey with you before finalizing the Concept Design Stage Deliverables.

Deliverables

We will present the final cemetery concept design stage deliverables and incorporate them as a chapter within the overall Cemetery Master Plan report.

PHASE 6: CAPITAL DEVELOPMENT PLAN

We will use the high-level order of magnitude cost estimate and the phasing plan to create a simple summary document that you can take forward and integrate into your Capital Development Plan for Council approval. The phasing plan will begin with rehabilitating the existing cemeteries before moving on to establish new capital development projects.

We will work with you to determine when you will need capital available to implement key items of cemetery development such as a new columbarium or new burial expansion area, or even purchase of new burial lands. In this way it should minimize the risk of needing to make emergency or unplanned financial requests that would surprise Council, and you will have the money more firmly approved in order to implement the development of the cemetery over the next 10+ years.

Review: We will present the draft cemetery concept design deliverables to you at a video conference meeting to receive your feedback before preparing public consultation boards for display at an Open House event.

Final Deliverables

We will present the Capital Development Plan as a chapter within the overall Cemetery Master Plan report and provide the whole document to you in an electronic PDF document.

PHASE 7: CEMETERY RULES AND REGULATIONS UPDATE

With the Cemetery Master Plan largely complete, we will update the Cemetery Rules and Regulations document for you. The objectives of the update are to ensure the document is compliant with applicable laws, address any gaps, and strengthening existing clauses where required in order to be considered best practice, and to be functional for many years to come. The update will be written in plain language, so it is an easily understood and useful reference for cemetery staff and families. We propose the following order of work for the update:

1. Meeting with staff to get feedback on what aspects of the Rules and Regs work, what does not work, what needs removing, improving, or adding etc.
2. Draft #1 (50% complete) Rules and Regulations Document
3. Review with Cemetery Task Force
4. Draft #2 (95% complete) Rules and Regulations Document
5. Review with Cemetery Task Force
6. Final Rules and Regulations Document

PHASE 8: PRESENTATION TO COUNCIL

We will prepare a short PowerPoint slideshow and present in person the key findings and recommendations of the Cemetery Master Plan to Council at meeting for 'Information' or 'Adoption'. At the end of the presentation, we would be happy to answer any questions.

Conclusion

At the end of this comprehensive cemetery master plan process you will have a document that prescribes clear recommendations in priority order that are actionable in a series of phases. And through the execution of those recommendations, you will achieve your goals of moving the cemetery towards long term financial, social and environmental sustainability.

ADDITIONAL OPTIONAL WORK

Detailed Design: Once the Cemetery Master Plan Report has been received and approved by Council, you will likely need to pause and determine which elements you will need to bring forward for implementation. If there is a clear priority such as a new cremation garden with columbaria, we can simply continue the design of the desired element to provide you with the detailed design package that will be necessary for the construction of that element and surrounding hard and soft landscape. You may also need us to provide you detailed designs for other elements arising from this cemetery master plan project.

ASSUMPTIONS

Our RLOE is predicated on the following assumptions:

- You will provide all baseline and background information necessary for us to complete the scope of work outlined in this RLOE. This may include burial lot layout mapping of the cemetery, historic burial inventory sales data, other revenue data, operating cost data, development and Care and Maintenance fund balance status, etc.;
- You and perhaps one other member will form the client team on behalf of the City, and you will provide clear direction and timely feedback to our team, and
- You will be responsible for any permits and approvals.

FEES

We propose the above program of consulting services be provided for a fixed fee of **\$87,595.00 USD**, excluding disbursements and applicable taxes.

A breakdown of the fees per Workplan phase is presented below:

Work Plan Phase	Breakdown of Estimated Consulting Fees
Phase 1: Project Start-up Meeting, Site Tour, and Background Information	\$14,035
Phase 2: Demand/Needs Analysis and Opportunities and Constraints Analysis	\$14,905
Phase 3: Cemetery Records Management System and Cemetery Mapping Review	\$2,525
Phase 4: Cemetery Business Plan	\$16,800
Phase 5: Cemetery Concept Design (including Public Open House)	\$24,940
Phase 6: Capital Development Plan	\$1,030
Phase 7: Cemetery Rules and Regulations Update	\$6,975
Phase 8: Presentation to Council	\$6,385

Allowances for Disbursements and Optional Additional Work

Our proposed approach for this project requires the City of Hondo to carry budget allowances per the table for to cover disbursements and the optional additional work. Costs will be billed as incurred up to these limits. All disbursements that are incurred are subject to a 5% administration fee. Because of the extreme fluctuations in prices due to the impacts of global economic influences, it is not possible to guarantee the accuracy of our cost estimations for travel and related costs. These recommended allowances are provided below:

Task	Recommended Budget Allowance
Phase 1 Site Visit + Stakeholder Interviews	\$5,500
Phase 8 Public Open House	\$3,000
In-person Presentation of Final Master Plan	\$3,000

Task	Recommended Budget Allowance
Optional Additional Work: Update of Cemetery Records Management System and Cemetery Mapping	\$10,000 - \$20,000
Detailed Design	\$10,000 - \$20,000

**Note: it is not possible to guarantee our pricing for Optional Additional Tasks until the extent of work can be defined.*

Payment Terms

Project cost summaries will be included with monthly invoices. Invoices will be based on the percentage of work completed plus any disbursements as of the month-end invoice date. All disbursements that are incurred are subject to a 5% administration fee. All invoices are payable within 30 days of receipt.

Validity of Proposal

The proposal should be valid for a period not less than 90 days from the date of submission.

Additional Services

Any work outside the scope of this proposal will be charged at the following hourly rates, provided it is requested within the same calendar year(s) as the project's work plan's proposed timeline. The hourly rates listed exclude applicable taxes.

Role	Hourly Rate (USD)
Principal	\$195
Senior Landscape Architect	\$165
Business Manager/ Accountant	\$165
Landscape Architect	\$140
Landscape Designer	\$130
Administration	\$120

SCHEDULE

We did not discuss in much detail whether you have hard deadlines for elements of the work, but we can adjust our sequence of work and schedule to meet them. Typically, we can begin work within two weeks of

receiving your direction to proceed and we estimate the scope of work presented in this RLOE could be completed within 4-6 months, assuming timely feedback/responses from you and the City.

WHY LEES+ASSOCIATES?

LEES+Associates is one of the only consulting firms in North America whose primary focus is the provision of specialist expertise in cemetery planning and design. With over two decades of experience, LEES+Associates is committed to creating meaningful cemeteries and sacred landscapes. We are committed to equipping our clients with the resources and management practices to keep these cultural places enduring and relevant to serve the needs of community members well into the future.

Our full-service firm is presently active in Texas, California, Missouri and Philadelphia, and we have completed projects in Oregon, Hawaii, Minnesota, and Idaho. We are also active in Kenya and Ghana, and across Canada. Our comprehensive services are tailored to the needs of each client. As well as the physical and operational aspects, we address the intangible values of cemeteries, such as the ceremonial, cultural and historic aspects. Coupled with sound financial management, these provide social and environmental benefits that underpin the sustainability of any cemetery.

Our experienced team approaches projects with consideration for maintenance, long-term care, and burial yield, all in tandem with creating beautiful memorial parks and sacred landscapes. As specialists and leaders in the cemetery design, planning, and management industry, we are uniquely equipped to successfully deliver this work.

CONCLUSION

We will provide you a selection of project example sheets to give you an idea of our capabilities in a separate email. These are just the tip of the iceberg of 25 years experience delivering projects with similar needs for municipal, indigenous, and religious organizations across North America.

The scope of work set out in the Workplan is comprehensive and it needs to be to meet all the challenges you face and to achieve your goals. We trust this proposal meets your needs, but if we have over or underestimated any part of the scope please do not hesitate to call and we can discuss with you how best refine it. We look forward to hearing from you soon.

Best Regards,



Richard Cook, BA Hons DipLA (Dist), CMLI, BCSLA | Principal

Cc: Scott Albert, City Manager, City of Hondo

Erik Lees, Founding Principal, LEES+Associates

Project Examples
and
Supplemental Information

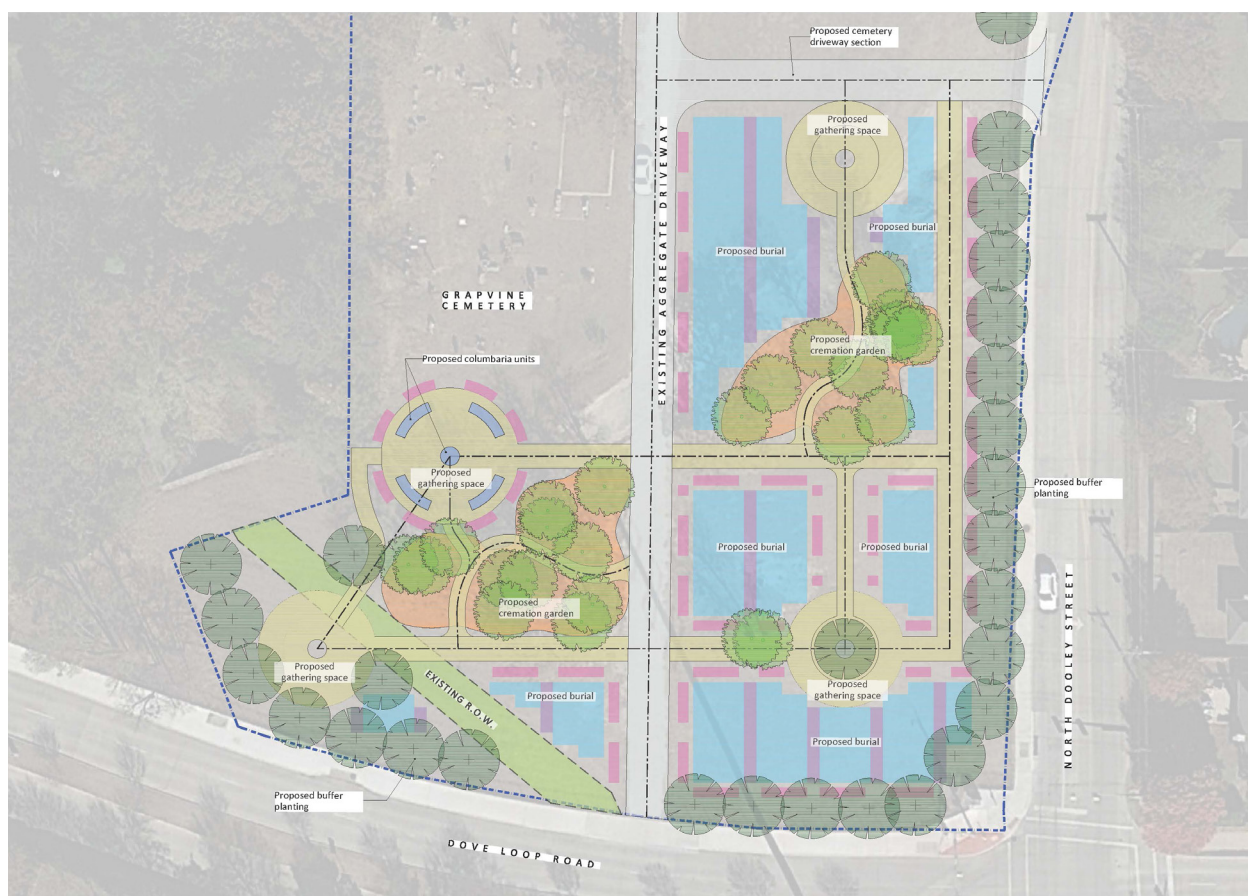
The Grapevine Cemetery Board approached LEES+Associates to prepare an interment zoning diagram for the development of the southern half of the cemetery. The interment zoning diagram provided a wide spectrum of interment and memorialization opportunities mixed throughout the cemetery to make it more relevant to families. Following approval of the zoning diagram, the LEES team developed a concept for a new cremation garden that will be implemented as part of the 1st phase of development.

ESTATE 2 COLUMBARIUM
FAMILY VESSEL
BACKLESS BENCH
CHINOOK COLUMBARIUM
BENCH ON CONCRETE PAVING
IN GROUND CREMATION
LOW HEDGE/SHRUBS

GRASS
ORNAMENTAL TREE
PAVERS

13'-10"
8'-6"
18'-7"
0'-0"
11'-0"
4'-1"
6'-7"
8'-1"
4'-0"
8'-5"
6'-11"
Ø7'-6"
R19'-3"
R27'-3"
4'-2"
5'-8"
17'-5"
10 OAK
13 OAK
15 OAK
12 OAK
77 OAK

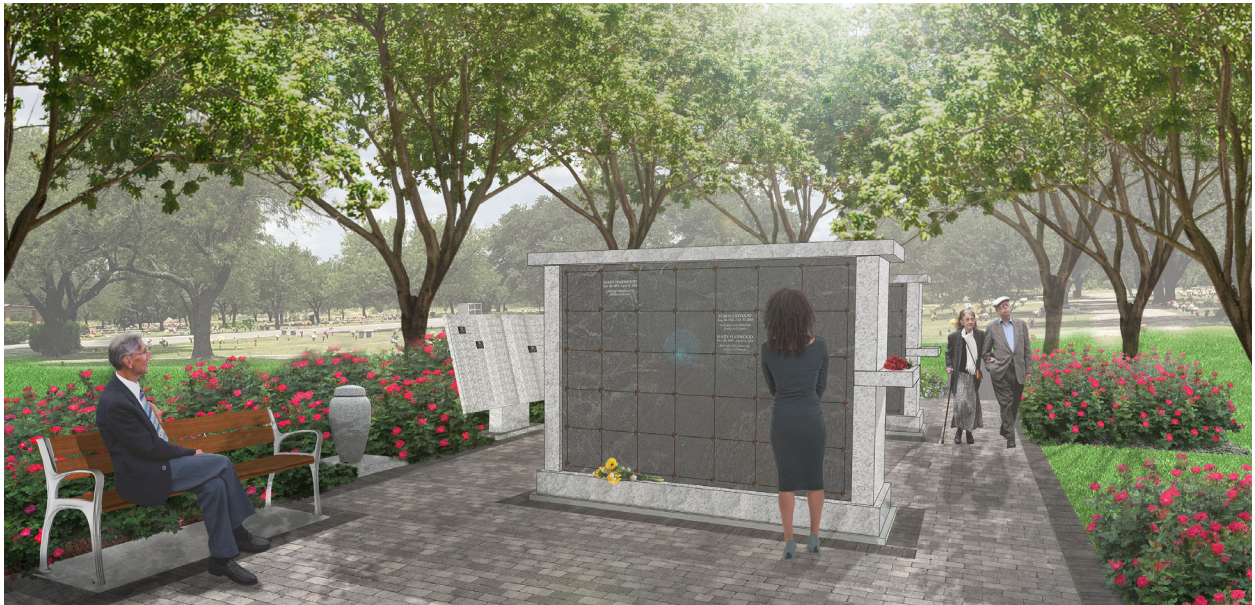
- A central columbaria unit and double sided niche walls;
- Family cremation vessels;
- In-ground cremation lots with flat and upright markers;
- A memorial wall, and
- Scattering areas



CREMATION GARDEN DESIGN DEVELOPMENT

LEES+Associates worked with private cemetery owner, Meadowlawn Memorial Park, to create a design development package for a new cremation garden in their existing cemetery. The goal of this project was to allow Meadowlawn Memorial Park to better serve families by offering a variety of cremation interment options and a screened gathering space.

The cremation garden was completed in spring 2022 and offers a range of interment and memorialization options including columbaria niches, family vessels, in-ground interment, scattering gardens and a memorial wall for memorialization without interment. The central space in the garden features two columbaria units, seating, and an area for small celebrations. Trees surrounding the central space offer shelter to families from the natural elements.



ROBSTOWN CEMETERY: MEMORIAL GARDEN CONCEPT

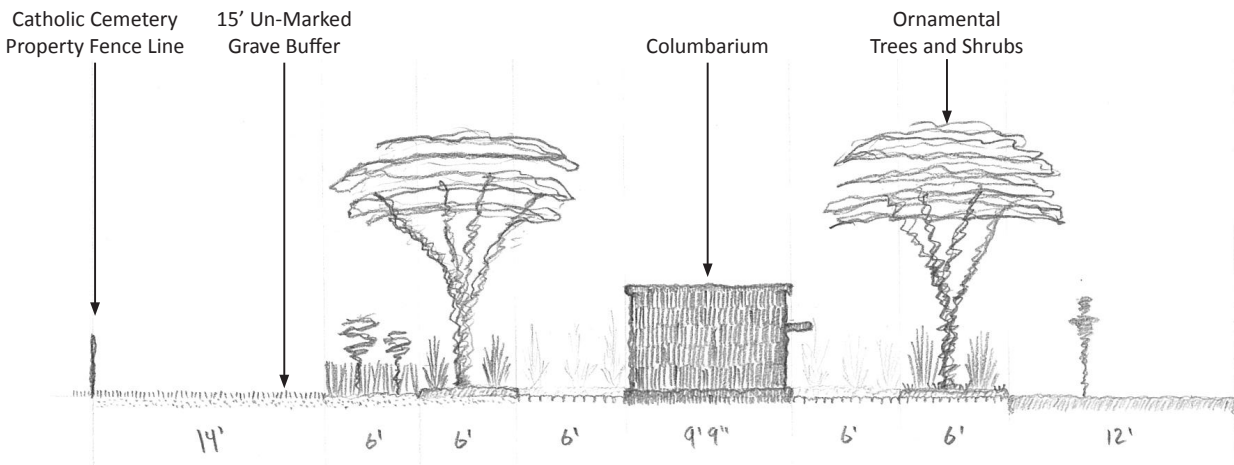
Robstown cemetery commissioned Lees+Associates to provide a cremation garden concept design in the remaining triangular shaped corner of the property.

The concept plan was supported by a construction cost estimate and enabled the Robstown cemetery team to plan and deliver the first phase of much needed columbaria. Key and innovative features for this flexible phased cremation garden design included:

- A gateway and processional route towards the gathering space;
- A gathering space with seating and a dolmen table at its centre for services, remembrance and quiet reflection;

- A mix of cremation interment and memorialization options including columbaria niches, family vessels, in-ground cremation and scattering gardens
- Native trees and shrubs along to buffer the effects of the highway

The stone of the columbaria was chosen to tie in with the colours of the cemetery, it's main entrance walls, and the landscape in this part of Texas.

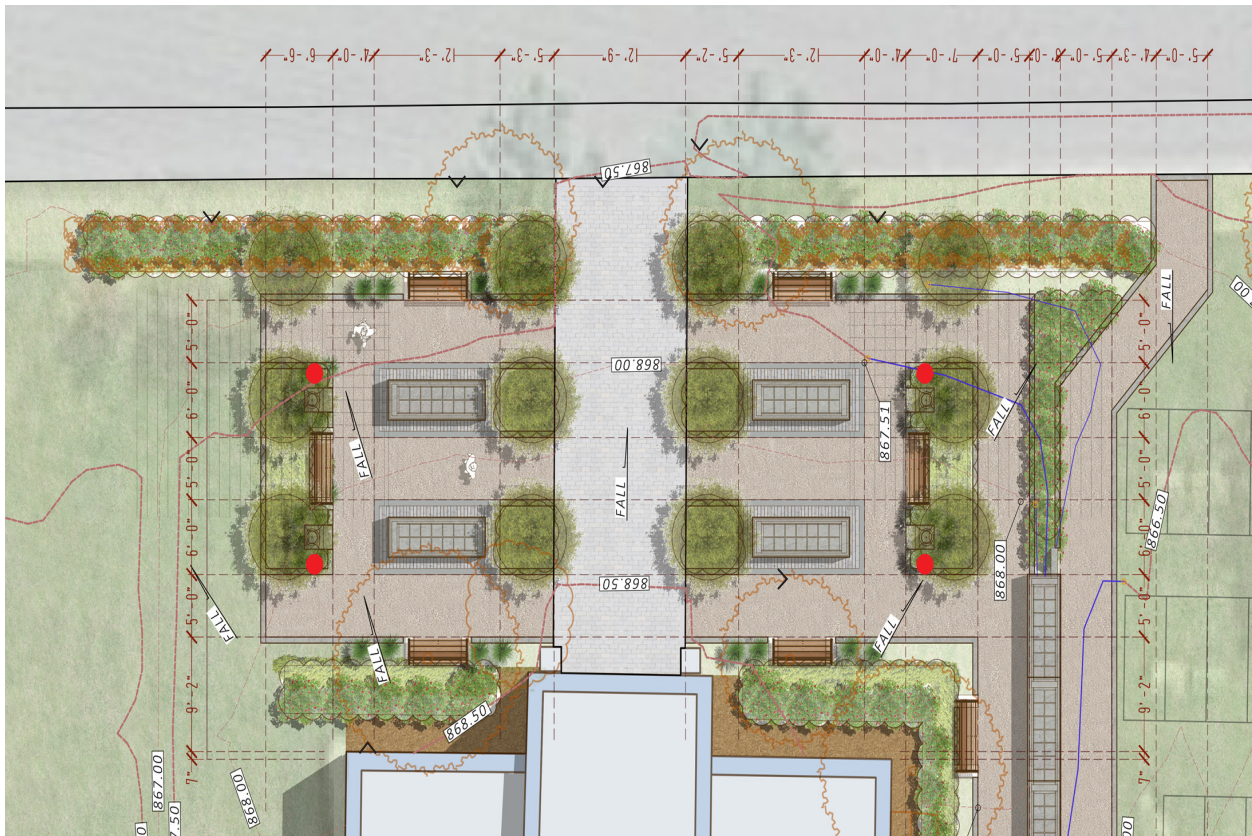


NORMAL HILL CEMETERY – CREMATION GARDEN CONCEPT PLAN

Normal Hill Cemetery was in urgent need of new cremation options to serve families. With a Senior Staff review underway of the optimal use of the subject lands earmarked for cemetery expansion purposes, the Cemetery Team wished to focus on developing the Cremation Garden around the Mausoleum building as proposed in the LEES+Associates Cemetery Master Plan of 2015. LEES were engaged by The City of Lewiston to develop a Cremation Garden Concept Design with sufficiently accurate information for City Staff to take forward to design development or construction levels of detail, and/or field-fit elements of the design when construction occurs on site.

The concept included:

- Family Columbaria Unit Design and Selection
- Veteran's Columbaria wall
- Small scattering gardens and an associated ossuary
- In-ground cremation and memorial benches.
- Removal of existing Columbaria
- Access around the Mausoleum Building
- Paths, gathering spaces & landscape materials
- Tree, Shrub, groundcover and grass palette



LEGACY GARDENS CREMATION PRECINCT

LEES+Associates was retained by the City of Kelowna to undertake the preparation of construction documents for the first phase of a new cremation precinct known as Legacy Gardens. The design provided additional cremation niche and mausolea crypt inventory by transforming an existing service road around the Bennett Memorial into a premium cremation garden.

Key features include:

- 780 custom columbaria and 12 mausolea crypts with sandblasted images of apple trees and grape vines grown in the Okanagan;
- Reliquary shelves;
- Custom benches, and
- New ornamental planting.

Families appreciated the quality of the design and materials that created an improved landscape setting in which to inter family members. Consequently, the cemetery has seen revenues increase significantly.



CREMATION GARDEN

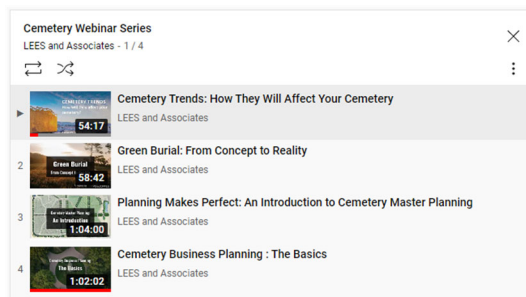
VIDEO RESOURCES



Who We Are

LEES + Associates is a landscape planning and design firm specializing in cemeteries and memorials. Increasingly we are recognized for our innovative designs for cemetery, memorial and commemorative sites.

<https://youtu.be/qkQJ2y9Yazo>



Cemetery Webinar Series

Our Webinar Series covers Cemetery Trends, Green Burial, Cemetery Master Planning, and Cemetery Business Planning.

<https://youtube.com/playlist?list=PLdpiEn3wwqds7O5X3Lm63RNiR3unlY25>



Walk Through Legacy Gardens at Kelowna Memorial Park Cemetery

LEES+Associates designed a new cremation precinct known as Legacy Gardens, which provided additional cremation niche and mausolea crypt inventory by transforming an existing service road into a premium cremation garden.

https://youtu.be/Adbrijc_06dk



Okotoks Cemetery Cremation Garden

We provided design services for the expansion of a cremation garden at Okotoks Cemetery that included careful selection of materials and finishes to harmonize with existing aesthetic of the cemetery and its context.

<https://elac.ca/projects/okotoks-cemetery-cremation-garden/>



City Council Communication

Title: Discuss and consider appropriate action regarding a contract with BG Interpool, Inc. for the Hondo Pool Maintenance Project. (Lora Socarras)

Date: March 13, 2023

From: Lora Socarras

INFORMATION:

During the January, 23, 2023 City Council Meeting, City Council approved expenditure of Economic Development Funds for proposed maintenance projects at the City of Hondo Swimming Pool Facility as recommended by the City's Economic Development Council and City Staff. Staff has worked diligently over the past couple of months to organize the project scope. In order to ensure compliance with state procurement laws, and to expedite the project to meet the proposed completion timeline of mid May, Staff elected to submit the entire project scope as a Request for Quotes through BuyBoard, a Local Government Purchasing Cooperative endorsed by the Texas Municipal League. The Request for Quotes was publicized through BuyBoard to 17 different BuyBoard approved vendors. If applicants were not local to Hondo, and would need to utilize any subcontractors in their submittal, they were encouraged to partner with companies that are local to the Hondo, Texas area.

Staff received one complete estimate in response to the BuyBoard Request for Quotes from BG Interpool, Inc. that includes all aspects of the proposed project. The only item on the original project list that has been omitted from the Interpool scope is the proposed furniture purchase and landscaping materials, which staff requested to be removed to allow purchase from a separate source. BG Interpool, Inc. has also agreed to proceed immediately upon contract approval to meet the construction completion goal of mid-May, so that these projects may be completed before the official opening day for the upcoming pool season.

BG Interpool, Inc. has been a reliable contractor for the City of Hondo Pool for several years (since the early 2000's). BG Interpool's project estimate and BuyBoard documentation are attached for City Council's reference. Staff recommends that City Council authorize the City Manager to enter into a contract with BG Interpool, Inc. for the Pool Maintenance Project as attached in an amount not to exceed **\$127,264.00**.

FINANCIAL IMPACT:

The proposed contract amount of \$127,264.00 will be paid from the \$146,766.40 which was allocated from the City's Economic Development Funds through City Council action on January 23, 2023.

STAFF RECOMMENDATION:

Staff recommends that City Council authorize the City Manager to enter into a contract with BG Interpool, Inc. for the Pool Maintenance Project as attached in an amount not to exceed **\$127,264.00**.

MOTION:

City Council motion to authorize the City Manager to enter into a contract with BG Interpool, Inc. for the Pool Maintenance Project as attached in an amount not to exceed **\$127,264.00.**

ATTACHMENTS:

1. BG Interpool Project Estimate
2. CSA Pool Maintenance Project
3. BG Interpool Inc - BuyBoard Contract 613-20
4. BG Interpool - 613-20 - 2023

STAFF CONTACTS:

Lora Socarras, Director of Parks and Recreation

BG Interpool, Inc.
P.O. BOX 680125
San Antonio, TX 78268



Estimate

ADDRESS

Hondo
1600 Avenue M
Hondo, Texas 78861

SHIP TO

Hondo
1600 Avenue M
Hondo, Texas 78861

ESTIMATE # 1670**DATE 03/07/2023****JOB NAME**

Hondo Pool Maint. Project V.2

ACTIVITY	QTY	RATE	AMOUNT
BUYBOARD CONTRACT #613-20			
Re-route and install 6" sch40 PVC backwash/drain line with required slope. Install 6" PVC french drain in green area outside concrete. Bed with geo fabric and septic rock.	125	30.00	3,750.00
Remove and haul off existing concrete slab behind the water slide.	225	15.00	3,375.00
Install new water supply line for the water slide.	25	30.00	750.00
Saw cut, demo, and run new water fill for swimming pool, with new stainless steel spout,	25	75.00	1,875.00
Install concrete walkway starting at the pumproom door to the far corner of swimming pool.	2,500	12.00	30,000.00
Install new concrete walkway from edge of existing shade structure to corner of the swimming pool.	2,125	12.00	25,500.00
Remove and replace all expansion joints within pool area.	620	6.05	3,751.00
			Subtotal: 69,001.00
Remove existing counter tops and replace with Stainless Steel counter tops.	30	225.00	6,750.00
Remove existing refrigerators and freezers and install new Stainless Steel commercial 1 chest freeze, 1 side by side refrigerators.	2	4,048.00	8,096.00
Perform electrical repairs to include: New panel and rewire mechanical room replace flex conduit and remove J-box install new exhaust fan	1	16,585.00	16,585.00

ACTIVITY	QTY	RATE	AMOUNT
Remove existing and install new 2" backflow preventer. Will include leak repairs in both restrooms.	1	4,308.00	4,308.00
Install new Stainless Steel stand alone washout sink.	1	1,409.00	1,409.00
Re- paint all tan area exterior and interior. Will include all other required touch up paint.	1	19,225.00	19,225.00
			Subtotal: 56,373.00
Clean and stripe parking lot (up to baseball field restrooms).	1	1,890.00	1,890.00

All concrete work:
 4" compacted base as needed
 3000 PSI concrete
 #3 reinforcing bars and dowels on 18" center
 6" perimeter beam
 Minimum 4" concrete
 Light broom finish

All information contained herein is property of Interpool Inc. for use of budgeting purposes. All work above must be performed by Interpool Inc. the designer to insure all Local and State codes are met to the strictest of standards. Addition information and specifications can be supplied through the submittal process.

All work will meet the Texas Department of Health's requirements for public swimming pools.

All materials will be NSF certified.

Price includes all labor, materials, and clean up.

All work to be completed under the supervision of a Certified Pool Operator and a licensed Texas Appliance installer. Interpool Inc. is not responsible for permits, bonding water pipes, electrical wiring, landscape, or gas lines unless specifically stated.

All work includes a 30 day warranty.

Contract is void after 60 days if not signed and returned

GENERAL EXCLUSIONS:

B Site subgrade improvements recommended by Geotech engineers

C Any and all custom signage related to pool

TOTAL

\$127,264.00

D Pad Site to be within 8" of pool level and to 95% compaction
E All construction related testing
F Temperature controlled concrete (heating & cooling of concrete)
G All concrete sidewalks connected to pool deck (Unless Deck Option is Accepted)
H All Landscape, artificial turf & landscape drains
I Utility location, relocation, removal or adjustments
J Street and lane closures
K Traffic control
L All electrical service to pool equipment room
M All gas connections & mechanical venting to equipment room
N Fence around pool deck
O Bench mark and points for pool & equipment pad
P Backfilling of pool walls & pool deck
Q Water for filling of pool
R RPZ, Anti-Siphon, Backflow Prevention, Water supply to pool Auto-Fill
S Gravity drain lines beyond pool equipment room
T Cabanas, wood deck, board formed concrete walls, arbors, wood trellis, fire pits,

Accepted By

Accepted Date

LOGO

City Address

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
MINOR CONSTRUCTION SERVICES**

**XXXXXX
PROJECT**

CONTRACT # 23-XXXX

**STANDARD FORM AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of March 13, 2023 by and between **the City of Hondo** (hereinafter called "**OWNER**") and BG Interpool, Inc. (hereinafter called "**CONTRACTOR**").

OWNER and CONTRACTOR, in consideration of the covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of **City of Hondo Pool Maintenance Project as listed in the attached Exhibit Documents.**

OWNER and CONTRACTOR hereby affirm that this purchase/contract was solicited through BuyBoard, a cooperative purchasing program, authorized by City of Hondo Purchasing Policy Section 3, Subsection E, and as authorized by Chapter 271, Subchapter F, Texas Local Government Code.

Article 2. CONSULTING ENGINEER AND OWNER'S REPRESENTATIVE.

The Project is a maintenance project which will be reviewed and inspected by **Freese and Nichols, Inc.**, 9601 McAllister Freeway, Suite 1008, San Antonio, Texas 78216, who is hereinafter called "CONSULTING ENGINEER" and who assumes all duties and responsibilities and has the rights and authority assigned to CONSULTING ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER'S Representative shall be Scott Albert, City Manager or his designee.

Article 3. CONTRACT TIMES.

The Work will be Completed within 60 **calendar days** after the date when the Contract Time Requirements commence to run as provided herein.

Article 4. CONTRACT AMOUNT.

OWNER shall pay CONTRACTOR for completion of the Work, in accordance with the Contract Documents, an amount in current funds equal to the sum of the amounts determined to be due and owing pursuant to the Request for Quotes and any subsequent Change Orders and Change Directives thereto.

Article 5. CHANGES.

No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the OWNER. The CONTRACTOR shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.

CONTRACTOR acknowledges that the Contract Amount may not exceed \$123,216.00. The City Manager or his delegate may approve a written change order provided the change order does

not bring the revised contract amount over the budgeted project amount, and provided the sum of all change orders does not exceed 25% of the original contract amount.

Article 6. PAYMENT PROCEDURES.

Applications for Payment will be processed by the OWNER'S Representative or his designee.

OWNER shall make progress payments on account of the Contract Amount on the basis of CONTRACTOR'S Applications for Payment as recommended by OWNER'S Representative or CONSULTING ENGINEER. Upon final completion and acceptance of the work, OWNER shall pay the remainder of the Contract Amount as recommended by OWNER'S Representative.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda, if any, listed in Article 8) and the other related data identified in the Request for Quote Documents.

CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.

CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Legal Requirements that may affect cost, progress, performance, and furnishing of the Work including, without limitation (1) the location, condition, layout and nature of the Project site and surrounding areas including all access requirements, hoisting requirements and conditions, and site logistics; (2) generally prevailing climatic conditions; (3) anticipated labor supply and costs; (4) availability, logistics, and cost of materials, tools and equipment; (5) any applicable policies, procedures, rules and restrictions of Owner relating to construction on the real property; (6) applicable laws; (7) executive orders by local, State of Texas, or federal government authorities relating to COVID-19; and (8) other similar issues.

CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents, are not warranted or represented in any manner by Owner to accurately show the conditions at the Site, and may not be complete for CONTRACTOR'S purposes. CONTRACTOR acknowledges that OWNER and CONSULTING ENGINEER do not assume and expressly disclaim any responsibility for the accuracy or completeness of the information and data shown or indicated in the Contract Documents with respect to subsurface conditions or Underground Facilities at or contiguous to the Site or CONTRACTOR'S interpretation of such information and data. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary research, examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the

performance and furnishing of the Work at the Contract Amount, within the Contract Time Requirements and in accordance with the other terms and conditions of the Contract Documents.

CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports, and Drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

CONTRACTOR has given CONSULTING ENGINEER through the OWNER or OWNER'S Representative written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by CONSULTING ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

CONTRACTOR hereby agrees that the following terms, conditions, verifications, certifications, and representations apply to and are incorporated into this Agreement for all purposes:

1. With respect to providing Services hereunder, CONTRACTOR shall comply with any applicable Equal Employment Opportunity and/or Affirmative Action ordinances, rules, or regulations during the term of this Agreement.
2. Pursuant to Texas Local Government Code Chapter 176, CONTRACTOR shall submit a signed Texas Ethics Commission ("TEC") Conflict of Interest Questionnaire ("CIQ") at the time CONSULTANT submits this signed Agreement to CITY OF HONDO. TEC Form CIQ and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/forms/conflict/>. If CONTRACTOR certifies that there are no Conflicts of Interest, CONTRACTOR shall indicate so by writing name of CONTRACTOR'S firm and "No Conflicts" on the TEC Form CIQ.
3. If CONTRACTOR is a privately held entity, then pursuant to Texas Government Code Section 2252.908 and the rules promulgated thereunder by the TEC, CONTRACTOR shall submit a completed and signed TEC Form 1295 with a certificate number assigned by the TEC to CITY at the time CONTRACTOR submits this signed Agreement to CITY. TEC Form 1295 and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/filinginfo/1295/>. CONTRACTOR agrees and acknowledges that this Agreement shall be of no force and effect unless and until CONTRACTOR has submitted said form to CITY, if and to the extent such form is required under Government Code § 2252.908 and the rules promulgated thereunder by the TEC.
4. As required by Chapter 2271, Texas Government Code, CONTRACTOR hereby verifies that CONTRACTOR, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.

5. Pursuant to Chapter 2252, Texas Government Code, CONTRACTOR represents and certifies that, at the time of execution of this Agreement, neither CONTRACTOR, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is engaged in business with Iran, Sudan, or any terrorist organization, and is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.
6. As required by Chapter 2274, Texas Government Code, CONTRACTOR hereby verifies that CONTRACTOR, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. The term “boycott energy companies” in this paragraph has the meaning assigned to such term in Section 809.001 of the Texas Government Code, as amended.
7. As required by Chapter 2274, Texas Government Code, CONTRACTOR hereby verifies that CONTRACTOR, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The term “discriminate against a firearm entity or trade association” in this paragraph has the meaning assigned to such term in Section 224.001(3) of the Texas Government Code, as amended.
8. Pursuant to Chapter 2274, Texas Government Code, in the event that the Work includes direct or remote access to or control of critical infrastructure, CONTRACTOR represents and certifies that CONTRACTOR, including a wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of same, is not owned by or the majority of stock or other ownership interest of CONTRACTOR is not held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or any country designated as a threat to critical infrastructure by the governor under Section 2274.0103 of the Texas Government Code (“Designated Country”), (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or directly controlled by a Designated Country; or (iii) headquartered in a Designated Country. The term “critical infrastructure” in this paragraph has the meaning assigned to such term in Section 2274.0101 of the Texas Government Code, as amended.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents are comprised of the following:

1. This Agreement.
2. Exhibits to this Agreement:
 - Exhibit A: Contractor’s Quote (including any addenda issued)
 - Exhibit B: Davis Bacon Wage Rates
 - Exhibit C: Insurance Requirements
 - Exhibit D: Contractor’s Certificate of Insurance
 - Exhibit E: Technical Specifications and Drawings (as issued for Quote)
(these may be provided in separate attachments)

3. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached thereto: All written Change Orders or Field Work Directives.

There are no Contract Documents other than those listed in this Article. The Contract Documents may only be amended, modified, or supplemented by change order.

Article 9. INDEMNITY PROVISIONS.

EACH OF THE PARTIES HERETO SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS AGREEMENT, THE GENERAL, SPECIAL, AND SUPPLEMENTAL CONDITIONS, IF ANY, AND ALL OTHER CONTRACT DOCUMENTS AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS OF THIS AGREEMENT AND ALL CONTRACT DOCUMENTS; THAT IT HAS IN FACT READ THIS AGREEMENT AND ALL CONTRACT DOCUMENTS AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS AGREEMENT; THAT IT HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE PRECEDING ITS EXECUTION OF THIS AGREEMENT AND HAS RECEIVED OR VOLUNTARILY CHOSEN NOT TO RECEIVE THE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS AGREEMENT; AND THAT IT RECOGNIZES THAT CERTAIN TERMS OF THIS AGREEMENT AND THE CONTRACT DOCUMENTS RESULT IN ONE PARTY ASSUMING THE LIABILITY INHERENT IN SOME ASPECTS OF THE TRANSACTION AND RELIEVING THE OTHER PARTY OF ITS RESPONSIBILITY FOR SUCH LIABILITY. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEMENT OF ANY EXCULPATORY PROVISION OF THIS AGREEMENT ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS".

Article 10. MISCELLANEOUS.

CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Article 10:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the quote process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the quote process or the execution of the Contract to the detriment of OWNER, (b) to establish quote or Contract prices at artificial noncompetitive levels, or (c) to deprive OWNER of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Respondents, with or without the knowledge of OWNER, a purpose of which is to establish quote prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the quote process or affect the execution of the Contract.

No assignment by a party hereto of any rights or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless

specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

OWNER and CONTRACTOR each binds itself, its officers, directors, shareholders, partners, members, successors, assigns, and legal representatives to the other party hereto, its officers, directors, shareholders, partners, members, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Any provision or part thereof of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions or parts thereof shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision or part thereof.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Duplicate copies of duly executed and delivered counterparts of this Agreement shall be deemed to have the same full force and effect as originals and may be relied upon as such. Notwithstanding the foregoing, OWNER and CONTRACTOR agree that this Agreement may be executed using electronic signatures at the option and in the discretion of OWNER, and, in such event, the provisions of the Uniform Electronic Transaction Act, Chapter 332, Texas Business and Commerce Code, as amended, and any applicable policies and procedures of OWNER regarding electronic signatures shall apply.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement.

This Agreement will be effective on March 13, 2023, (which is the effective date of the Agreement).

OWNER: City of Hondo

By: _____

Attest: _____

Address for giving notices:

CONTRACTOR:

By: _____

(CORPORATE SEAL)

Attest: _____

Address for giving notices:

License No. _____

Agent for service of process: _____

END OF SECTION

DRAFT

EXHIBIT A
CONTRACTOR'S QUOTE

DRAFT

EXHIBIT B
DAVIS BACON WAGE RATES

DRAFT

EXHIBIT C
INSURANCE REQUIREMENTS

A. CONTRACTOR'S LIABILITY INSURANCE.

1. Without limiting any of the other obligations or liabilities of the Contractor under the Contract Documents, the Contractor shall purchase and maintain, during the term of the Contract and at the Contractor's own expense, the minimum liability insurance coverage described below with companies duly authorized or approved to do business in the State of Texas and otherwise satisfactory to the Owner. Contractor shall also require each Subcontractor performing work under the Contract, at the Subcontractor's own expense, to maintain during the term of the Contract levels of insurance that are necessary and appropriate for the Work performed, which levels of insurance comply with all applicable laws. The Subcontractor's liability insurance shall name the Contractor and the Owner as additional insureds by using endorsement CG 20 26 or broader. Certificates of insurance complying with the requirements prescribed herein which show the existence of each policy, together with copies of all policy endorsements showing the Owner as an additional insured, shall be delivered to the Owner, before any Work is started. Contractor shall promptly furnish, upon the request of and without expense to the Owner, a copy of each policy required, including all endorsements.
- 1.1 Workmen's Compensation and Employer's Liability. This insurance shall protect the laborer, and insure the CONTRACTOR, and insulate the additional insureds, against all claims under applicable Texas workmen's compensation laws. The additional insureds shall also be protected under an Employer's Liability policy against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This Employer's Liability policy shall include an "all states" endorsement.

Mandatory TWCC Rule 28 TAC Sect. 110.110 Adapted Language

(A) Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, or a coverage agreement, showing statutory workers' compensation insurance coverage for the person's or entity's (CONTRACTOR's) employees providing services on this public works Project, for the duration of this Project.

"Duration of the Project" - includes the time from the beginning of the Work on this Project until the CONTRACTOR's/person's Work on this Project has been completed and accepted by the OWNER.

"Persons providing services on the Project" ("subcontractor" in § 406.096) - includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on this Project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on this Project.

"Services" - include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to this Project.

(B) The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements

of Texas Labor Code, § 401.011(44) for all employees of the CONTRACTOR providing services on this Project, for the duration of this Project.

(C) The CONTRACTOR must provide a certificate of coverage to the OWNER prior to being awarded the Contract.

(D) If the coverage period shown on the CONTRACTOR'S current certificate of coverage ends during the duration of this Project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with the OWNER showing that coverage has been extended.

(E) The CONTRACTOR shall obtain from each person providing services on this Project, and provide to the OWNER:

(1) a certificate of coverage, prior to that person beginning Work on this Project, so the OWNER will have on file certificates of coverage showing coverage for all persons providing services on this Project; and

(2) no later than seven (7) calendar days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of this Project.

(F) The CONTRACTOR shall retain all required certificates of coverage for the duration of this Project and for three (3) years thereafter.

(G) The CONTRACTOR shall notify the OWNER in writing by certified mail or personal delivery, within ten (10) calendar days after the CONTRACTOR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on this Project.

(H) The CONTRACTOR shall post on this Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on this Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

(I) The CONTRACTOR shall contractually require each person with whom it contracts to provide services on this Project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, § 401.011(44) for all of its employees providing services on this Project, for the duration of this Project;

(2) provide to the CONTRACTOR, prior to that person beginning Work on this Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on this Project, for the duration of this Project;

(3) provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of this Project;

(4) obtain from each other person with whom it contracts, and provide to the CONTRACTOR:

(a) a certificate of coverage, prior to the other person beginning Work on this Project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of this Project;

(5) retain all required certificates of coverage on file for the duration of this Project and for three (3) years thereafter;

(6) notify the OWNER in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on this Project; and

(7) contractually require each person with whom it contracts, to perform as required by clauses (I)-(1-7) of this subparagraph, with the certificates of coverage to be provided to the person for whom they are providing services.

(J) By signing this Contract or providing or causing to be provided a certificate of coverage, the CONTRACTOR is representing to the OWNER that all employees of the CONTRACTOR who will provide services on this Project will be covered by workers' compensation coverage for the duration of this Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier. Providing false or misleading information may subject the CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.

(K) The CONTRACTOR's failure to comply with any of these provisions is a breach of Contract by the CONTRACTOR which entitles the OWNER to declare the Contract void if the CONTRACTOR does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the OWNER.

The liability limits shall not be less than:

- Workmen's compensation Texas Statutory Limits
- Employer's Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

1.2 Commercial General Liability Insurance, Including Personal Injury Liability, Independent Contractor's Liability, Products and Completed Operations and Contractual Liability covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor's (or Subcontractor's) liability for injury to or death of the Owner's employees and third parties, and for damage to property of third parties, with a combined bodily injury (including death) and property damage minimum limit of \$1,000,000 per occurrence, \$2,000,000 annual aggregate. If coverage is written on a claims-made basis, coverage shall be continuous (by renewal or extended reporting period) for no less than 60 months following completion of the contract and acceptance of work by the City. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the Project. The Owner shall be named as additional insureds by using endorsement CG 20 26 or broader.

The general liability policy shall include coverage extended to apply to completed operations and XCU hazards. The Completed Operations coverage must be maintained for a minimum of one (1) year after final completion and acceptance of the Work, with evidence of same filed with Owner. The policy shall include an endorsement CG2503 amendment of limits (designated project or premises) in order to extend the policy's limits specifically to the project in question.

1.3 Business Automobile Liability Insurance, covering owned, hired and non- owned vehicles, with a combined bodily injury (including death) and property damage minimum limit of \$1,000,000 per occurrence. Such insurance shall include coverage for loading and unloading hazards.

2. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled, non-renewed, or materially changed until at least thirty (30) days prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage shall be furnished by the Contractor to the Owner with reasonable promptness in accordance with the Contractor's information and belief.
3. If any insurance company for the Contractor, which company provides insurance required under the Contract Documents, becomes insolvent or becomes the subject of any rehabilitation, conservatorship, or liquidation or similar proceeding, the Contractor shall procure, immediately upon first notice of such occurrence and without cost to the Owner, replacement insurance coverage before continuing the performance of the Work at the Project. Any failure to provide such replacement insurance coverage shall constitute a material breach of the Contract.

B. PROPERTY INSURANCE

1. In addition to the insurance described herein, the Contractor shall obtain at its expense, and maintain throughout the duration of the Project, All-Risk Builder's Risk Insurance, if the Project involves complete construction of a new building, or an All-Risk Installation Floater policy, if the Project involves materials and supplies needed for additions to, or renovations or remodeling of an existing building. Coverage on either policy shall be All-Risk, including, but not limited to, Fire, Extended Coverage, Vandalism and Malicious Mischief, Flood (if located in a flood zone) and Theft, in an amount equal to one hundred percent (100%) of the insurable value of the Project for the Installation Floater policy, and one hundred percent (100%) of the replacement cost of the Project for the Builder's Risk policy. If an Installation Floater policy is provided, the Owner shall be shown as a Joint Named Insured with respect to the Project. If a Builder's Risk policy is provided, the policy shall be written on a Completed Value Form, including materials delivered and labor performed for the Project. This policy shall be in the name of the Contractor and naming the Owner and the Subcontractors, and Sub-Subcontractors as additional insureds as their interests may appear. The policy shall have endorsements as follows:
 - 1.1 This insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained on the property.
 - 1.2 Loss, if any, shall be adjusted with and made payable to the Contractor or the Owner and Contractor as trustee for the insureds as their interests may appear.
 - 1.3 The right of subrogation under the policy shall be waived as to the Design Consultant.
2. Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner. This insurance shall include the interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.
3. Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor that it may now have or have in the future for loss or damage to Owner's property howsoever arising, including consequential losses due to fire or other hazards however caused.
4. The Contractor shall provide to the Owner a certificate of insurance evidencing all property insurance policies procured and all endorsements thereto before any exposure to loss may occur.
5. If any insurance company which provides insurance for the Contractor that is required under the Contract Documents becomes insolvent or becomes the subject of any rehabilitation, conservatorship, or liquidation or similar proceeding, the Contractor shall immediately cease the performance of the Work and shall procure, immediately upon first notice of such occurrence and without cost to the Owner, replacement insurance coverage before continuing the performance of the Work at the Project. Any failure to provide such replacement insurance coverage shall constitute a material breach of the Contract.

6. Partial occupancy or use shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall take no action without mutual written consent with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

C. 'UMBRELLA' LIABILITY INSURANCE

1. The Contractor shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring Contractor for an amount of **not less than \$5,000,000** per occurrence combined limit Bodily Injury (including death) and Property Damage, that follows form and applies in excess of the primary coverage required hereinabove. The Owner shall be named as additional insureds using endorsement CG 20 26 or broader. No aggregate shall be permitted for this type of coverage. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.

D. POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

1. Each insurance policy to be furnished by the Contractor shall address the following required provisions within the certificate of insurance, which shall be reflected in the body of the insurance contract and/or by endorsement to the policy:
 - 1.1 That the Owner shall be named as additional insureds on all liability coverages, using endorsement G 20 26 or broader. Where the Owner employs a Construction Manager on the Project, the Contractor and Subcontractor shall include the Construction Manager on all liability insurance policies to the same extent as the Owner is required to be named as additional insureds.
 - 1.2 That each insurance policy shall require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to Owner. Contractor shall also notify Owner, within 10 days after receipt, of any notice of expiration, cancellation, nonrenewal or material change in coverage it receives from its insurer.
 - 1.3 That the term "Owner" or "City of Hondo" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the Owner and the individual members, employees and agents thereof in their official capacities, while acting on behalf of Owner (the City of Hondo).
 - 1.4 That the policy phrase or clause "Other Insurance" shall not apply to Owner where Owner is an additional insured on the policy. The insurance coverage furnished by Contractor as required is considered to be primary insurance for purposes of the Project and the additional insureds named in the required policies.
 - 1.5 That all provisions of the Contract Documents concerning liability, duty and standard of care, together with the indemnification provision, shall, to the maximum extent allowable in the insurance market, be underwritten by contractual liability coverage sufficient to include such obligations with the applicable liability policies.
2. Concerning the insurance to be furnished by the Contractor, it is a condition precedent to acceptability that:
 - 2.1 All policies must comply with the applicable requirements and special provisions of this Article.

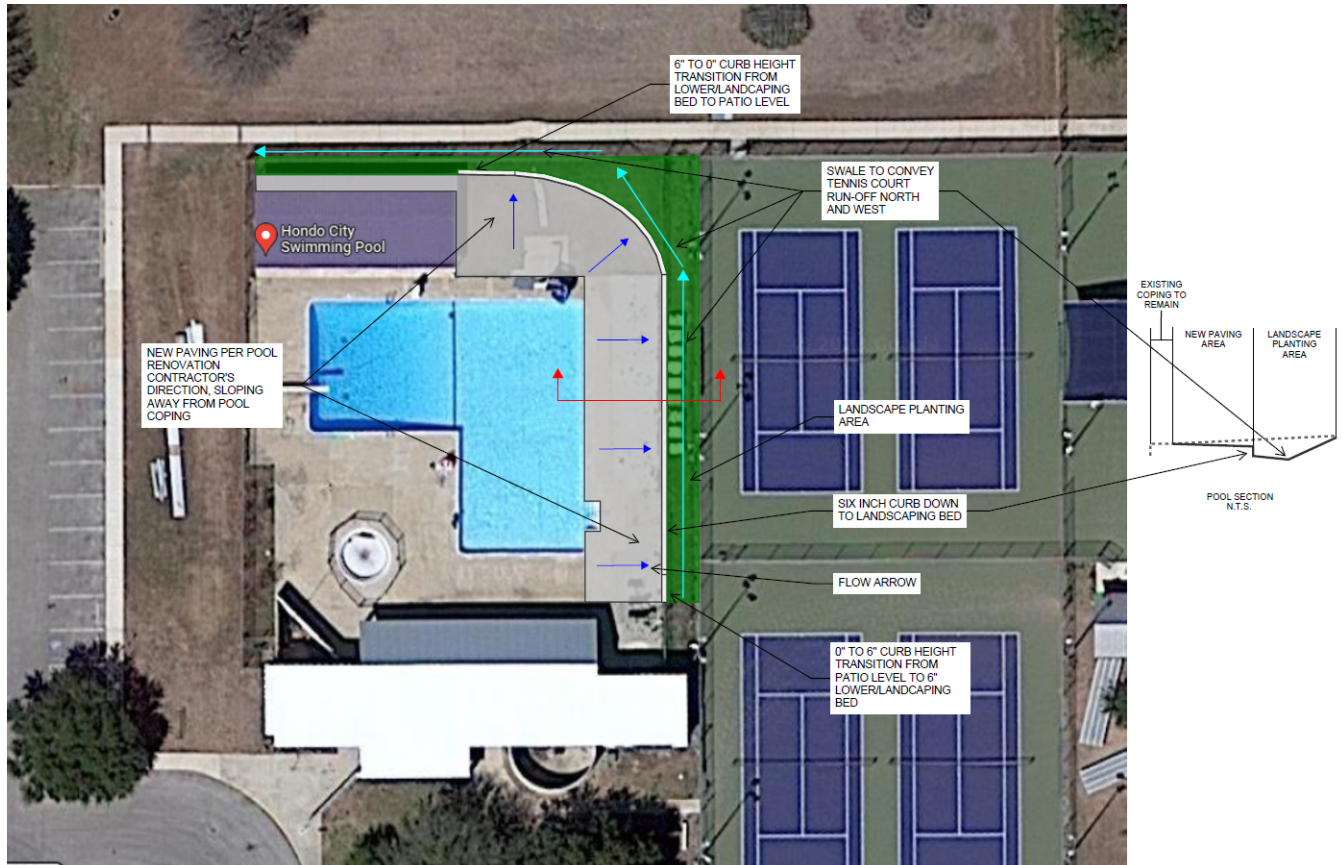
- 2.2 Any policy evidenced by a certificate of insurance shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements set forth herein, and the Owner's decision regarding whether any policy contains such provisions, contrary to this requirement, shall be final.
- 2.3 All policies required are to be written through companies duly authorized and approved to transact that class of insurance in the State of Texas and that are otherwise acceptable to the Owner.
3. The Contractor agrees to the following special provisions:
- 3.1 The Contractor hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the Owner, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies. This waiver of subrogation shall be included, by endorsement or otherwise approved by the Owner.
- 3.2 Insurance companies issuing the insurance policies and the Contractor shall have no recourse against the Owner for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of Contractor.
- 3.3 Approval, disapproval or failure to act by the Owner regarding any insurance supplied by the Contractor (or any Subcontractors) shall not relieve the Contractor of any responsibility or liability for damage or accidents as set forth in the Contract Documents. The bankruptcy, insolvency or denial of liability of or by the Contractor's insurance company shall likewise not exonerate or relieve the Contractor from liability.
- 3.4 The Owner reserves the right to review the insurance requirements during the effective period of this Contract and to adjust insurance coverages and their limits when deemed necessary and prudent by Owner based upon changes in statutory law, court decisions, or the claims history of the Contractor and the Subcontractors. The Contractor agrees to make any reasonable request for deletion, revision or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either party to this Contract or upon the underwriter of any such policy provisions). Upon request by the Owner, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, at the Owner's cost and expense.
- 3.5 No special payments shall be made for any insurance policies that the Contractor and Subcontractors are required to carry. All amounts payable regarding the insurance policies required under the Contract Documents must be included in the Contract Sum.
4. Any Insurance policies required herein may be written in combination with any of the other policies, where legally permitted, but none of the specified limits may be lowered or otherwise negatively impacted by doing so, nor may any of the requirements or special provisions of this Agreement be limited or circumvented by doing so.

EXHIBIT D
CONTRACTOR'S CERTIFICATE OF INSURANCE

DRAFT

EXHIBIT E
TECHNICAL SPECIFICATIONS
AND
DRAWING

(These may be provided in separate attachments.)



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

April 29, 2020

Sent Via Email: interpool@bginterpool.com

Gabriel Garner
BG Interpool, Inc.
7602 Susan Elaine St.
San Antonio, TX 78240

Welcome to BuyBoard!

Re: Notice of The Local Government Purchasing Cooperative Award

Proposal Name and Number: Swimming Pool Chemicals, Supplies and Equipment, Proposal No. 613-20

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 6/1/2020 through 5/31/2021, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 613-20 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Guide
2. BuyBoard License and Identity Standards

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by email to info@buyboard.com any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please email the order info@buyboard.com and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,



Arturo Salinas
Department Director, Cooperative Procurement

v.6.5

April 29, 2020

Sent Via Email: interpool@bginterpool.com

Gabriel Garner
BG Interpool, Inc.
7602 Susan Elaine St.
San Antonio, TX 78240

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award*

Proposal Name and Number: Swimming Pool Chemicals, Supplies and Equipment, Proposal No. 613-20

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 6/1/2020 through 5/31/2021, with two possible one-year renewals.

The National Cooperative membership list is available at our website www.buyboard.com/vendor. The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines. Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Please forward by e-mail to info@buyboard.com any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919.**

Sincerely,



Arturo Salinas
Department Director, Cooperative Procurement
v.6.5



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PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Swimming Pool Chemicals,
Supplies and Equipment

Proposal Due Date/Opening Date and Time:
December 19, 2019 at 4:00 PM

Proposal Number: 613-20

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: June 1, 2020 through May
31, 2021 with two (2) possible one-year renewals.

Anticipated Cooperative Board Meeting Date:
April 2020

BG Interpool, Inc.

December 06, 2019

Name of Proposing Company

Date

7602 Susan Elaine St



Street Address

Signature of Authorized Company Official

San Antonio, TX 78240

Gayle Garner

City, State, Zip

Printed Name of Authorized Company Official

(210) 521-4197

President

Telephone Number of Authorized Company Official

Position or Title of Authorized Company Official

(210) 521-9144

76-0511915

Fax Number of Authorized Company Official

Federal ID Number



The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;
4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;
5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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VENDOR CONTACT INFORMATION

Name of Company: BG Interpool, Inc

Vendor Proposal/Contract Contact Name: Gabriel Garner

Vendor Proposal/Contract Contact E-mail Address: interpool@bginterpool.com

Vendor Contact Mailing Address for Proposal/Contract Notices: P.O. Box 680125, San Antonio, TX 78268-0125

Company Website: www.interpoolinc.com

Purchase Orders: All purchase orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

Please select options below for receipt of purchase orders and provide the requested information:

- ☒ I will use the internet to receive purchase orders at the following address:
- Purchase Order E-mail Address: interpool@bginterpool.com
- Purchase Order Contact: Gabriel Garner Phone: (210) 521-4197
- Alternate Purchase Order E-mail Address: interpoolsa@gmail.com
- Alternate Purchase Order Contact: Gayle Garner Phone: (210) 378-4042
- ☒ Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: interpool@bginterpool.com

RFQ Contact: Gabriel Garner Phone: (210) 521-4197

Alternate RFQ E-mail Address: interpoolsa@gmail.com

Alternate RFQ Contact: Gayle Garner Phone: (210) 378-4042



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Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

☐ Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: P.O. Box 680125 Department: _____

City: San Antonio State: TX Zip Code: 78268-0125

Contact Name: Gabriel Garner Phone: (210) 521-4197

Invoice Fax: (210) 521-9144 Invoice E-mail Address: interpool@bginterpool.com

Alternative Invoice E-mail Address: interpoolsa@gmail.com

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Billing agent Mailing address: _____ Department: _____

City: _____ State: _____ Zip Code: _____

Billing Agent Contact Name: _____ Phone: _____

Billing Agent Fax: _____ Billing Agent E-mail Address: _____

Alternative Billing Agent E-mail Address: _____

**** If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.**



FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

BG Interpool, Inc

Company Name

Gayle Garner

Gayle Garner
Signature of Authorized Company Official

Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

BG Interpool, Inc

Company Name

Gayle Garner

Gayle Garner
Signature of Authorized Company Official

Printed Name



RESIDENT / NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a “resident” proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A “nonresident” proposer is a person who is not a Texas resident. Please indicate the status of your company as a “resident” proposer or a “nonresident” proposer under these definitions.

Please check (✓) one of the following:

☒ I certify that my company is a **Resident Proposer**.

☐ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

NA	NA	
Company Name	Address	
NA	NA	NA
City	State	Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☒ No
- B. What is the prescribed amount or percentage? \$ _____ or _____ %

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

☐ Yes ☒ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

BG Interpool, Inc

Company Name


Signature of Authorized Company Official

Gayle Garner

Printed Name



NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

BG Interpool, Inc

Company Name



Signature of Authorized Company Official

Gayle Garner

Printed Name

Note: If Vendor does not wish to make this certification, return the blank form in lieu of a completed certification.

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

BG Interpool, Inc

Company Name



Signature of Authorized Company Official

Gayle Garner

Printed Name



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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply:

- ☒ I certify that my company has been certified as a HUB in the following categories:
- ☐ **Minority Owned Business**
 - ☒ **Women Owned Business**
 - ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20 % or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

219097325

Name of Certifying Agency:

South Central Texas Regional Certification Agency

- ☐ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

BG Interpool, Inc

Company Name

Gayle Garner

Printed Name

Signature of Authorized Company Official

**South Central Texas Regional Certification Agency
of Bexar County, Texas hereby duly affirms that:**

Interpool, Inc.

has successfully met the established requirements of SCTRCA's Business Enterprise Certification Program to be
certified as a

***SBE WBE**

Certified NAICS Codes:

NAICS 561790: CLEANING SWIMMING POOLS

NAICS 561790: SWIMMING POOL CLEANING AND MAINTENANCE SERVICES

**Certification Number: 219097325
Effective Date: September 5, 2019
Expiration Date: September 30, 2021**



**Charles Johnson,
Executive Director**

Note: This certificate is the property of the South Central Texas Regional Certification Agency and may be revoked should the above named firm graduate from or fails to comply with SCTRCA's Business Enterprise Program. A Certification Renewal Application is required every two years.



CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

BG Interpool, Inc

Company Name



Signature of Authorized Company Official

Gayle Garner

Printed Name

12/06/2019

Date



DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (✓) one of the following:

- ☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

NA

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☐ Common Carrier ☐ Company Truck ☒ Prepaid and Add to Invoice ☐ Other:

2. Payment Terms: ☐ Net 30 days ☐ 1% in 10/Net 30 days ☒ Other:
2% 10/net 30

3. Number of Days for Delivery: 5-7 ARO

4. Vendor Reference/Quote Number: V1015335

5. State your return policy: 30 days

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☒ Yes ☐ No

BG Interpool, Inc

Company Name

Signature of Authorized Company Official

Gayle Garner

Printed Name



LOCATION / AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

N/A

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person

N/A

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person



MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

N/A

Designated Dealer Name

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* (***attach W-9**)

Designated Dealer Contact Person

BG Interpool, Inc

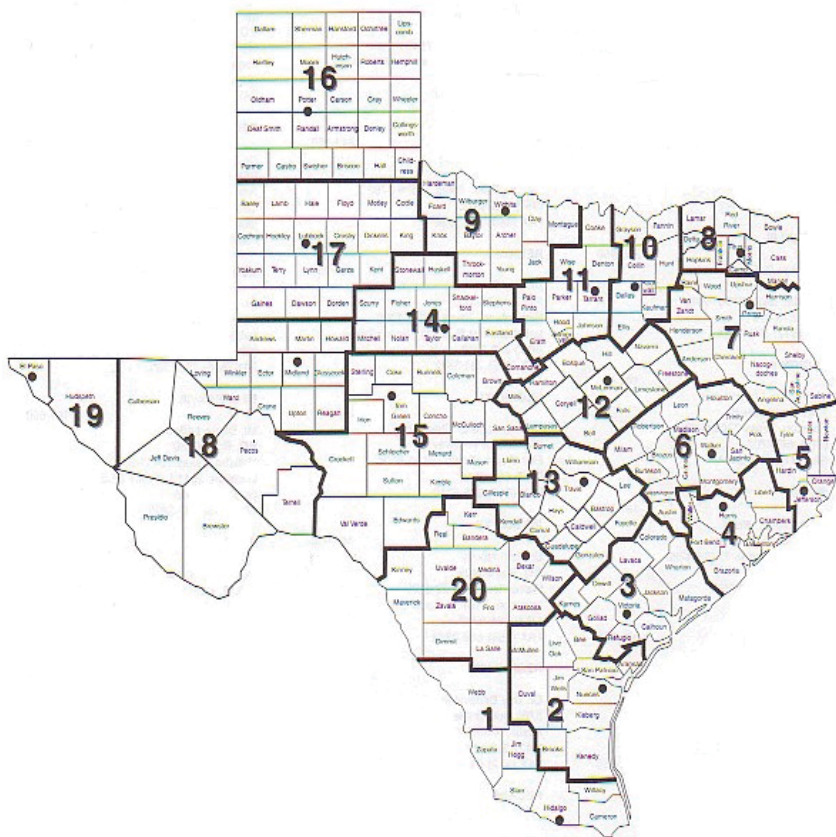
Your Company Name

Signature of Authorized Company Official

TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- ☒ I will service Texas Cooperative members statewide.
- ☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region Headquarters

- ☐ 1 Edinburg
- ☐ 2 Corpus Christi
- ☐ 3 Victoria
- ☐ 4 Houston
- ☐ 5 Beaumont
- ☐ 6 Huntsville
- ☐ 7 Kilgore
- ☐ 8 Mount Pleasant
- ☐ 9 Wichita Falls
- ☐ 10 Richardson
- ☐ 11 Fort Worth
- ☐ 12 Waco
- ☐ 13 Austin
- ☐ 14 Abilene
- ☐ 15 San Angelo
- ☐ 16 Amarillo
- ☐ 17 Lubbock
- ☐ 18 Midland
- ☐ 19 El Paso
- ☐ 20 San Antonio

BG Interpool, Inc

Company Name

Gayle Garner

Signature of Authorized Company Official

Gayle Garner

Printed Name

- ☐ I will not service members of the Texas Cooperative.



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If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

N/A



STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (✓) all that apply:

☒ I will service all states in the United States.

☐ I will not service all states in the United States. I will service only the states checked below:

- | | |
|--|---|
| ☐ Alabama | ☐ Nebraska |
| ☐ Alaska | ☐ Nevada |
| ☐ Arizona | ☐ New Hampshire |
| ☐ Arkansas | ☐ New Jersey |
| ☐ California (Public Contract Code 20118 & 20652) | ☐ New Mexico |
| ☐ Colorado | ☐ New York |
| ☐ Connecticut | ☐ North Carolina |
| ☐ Delaware | ☐ North Dakota |
| ☐ District of Columbia | ☐ Ohio |
| ☐ Florida | ☐ Oklahoma |
| ☐ Georgia | ☐ Oregon |
| ☐ Hawaii | ☐ Pennsylvania |
| ☐ Idaho | ☐ Rhode Island |
| ☐ Illinois | ☐ South Carolina |
| ☐ Indiana | ☐ South Dakota |
| ☐ Iowa | ☐ Tennessee |
| ☐ Kansas | ☐ Texas |
| ☐ Kentucky | ☐ Utah |
| ☐ Louisiana | ☐ Vermont |
| ☐ Maine | ☐ Virginia |
| ☐ Maryland | ☐ Washington |
| ☐ Massachusetts | ☐ West Virginia |
| ☐ Michigan | ☐ Wisconsin |
| ☐ Minnesota | ☐ Wyoming |
| ☐ Mississippi | |
| ☐ Missouri | |
| ☐ Montana | |



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This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

BG Interpool, Inc

Company Name

A handwritten signature in blue ink that reads "Gayle Garner".

Gayle Garner

Signature of Authorized Company Official

Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

N/A



NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

BG Interpool, inc

613-20

Name of Vendor

Proposal Invitation Number

Gayle Garner

Gayle Garner

Signature of Authorized Company Official

Printed Name of Authorized Company Official

12-06-2019

Date



FEDERAL AND STATE / PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$0.00 _____. (The period of the 12 month period is N/A / _____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N	N	
2. T-PASS (State of Texas)	N	N	
3. OMNIA Partners	N	N	
4. Sourcewell (NJPA)	N	N	
5. E&I Cooperative	N	N	
6. Houston-Galveston Area Council (HGAC)	N	N	
7. Choice Partners	N	N	
8. The Interlocal Purchasing System (TIPS)	N	N	
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): N/A

Proposed Discount (%): N/A

Explanation: This is our first time bidding on a Cooperative contract.



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By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

BG Interpool, Inc

Company Name

A handwritten signature in blue ink that reads "Gayle Garner".

Signature of Authorized Company Official

Gayle Garner

Printed Name



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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1. City of New Braunfels	Cailan M Cronin	(830) 221-4365	CCronin@nbtexas.org		N/A
2. City of San Antonio	Mando Leza	(210) 422-6029	Jesus.MandoLeza@sanantonio.gov		N/A
3. City of Uvalde	Rob Rosin	(210) 490-6001	roy@rosingroup.com		N/A
4. City of Hondo	Karissa Tellez	(404) 840-9229	ktellez@hondo-tx.org		N/A
5. City of College Station	Rusty Warncke	(979) 764-3731	rwarncke@cstx.gov		N/A

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☐ **NO** ☒ If YES, please explain:

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

BG Interpool, Inc

Company Name



Signature of Authorized Company Official

Gayle Garner

Printed Name



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MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

If awarded the contract we will send out flyers introducing ourselves to potential customers of the BuyBoard.

We will follow up our initial introduction with periodic mailers that will include: special promotions, new products, and service industry tips and tricks.

Furthermore, customers we have done business with will be contacted to ensure they were satisfied with our services and if we can be of assistance in the future.

Our primary marketing strategy is word of mouth from our quality workmanship and outstanding customer service.

BG Interpool, Inc

Company Name

A handwritten signature in blue ink that reads "Gayle Garner".

Signature of Authorized Company Official

Gayle Garner

Printed Name



CONFIDENTIAL / PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☒

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐

YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

N/A

(Attach additional sheets if needed.)



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B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:



NO, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.



YES, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: N/A

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

BG Interpool, Inc

Company Name

Gayle Garner

Signature of Authorized Company Official

Gayle Garner

Printed Name

12/06/2019

Date



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VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: BG Interpool, Inc

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

Type of Business:

Individual/Sole Proprietor
Corporation
Limited Liability Company
Partnership
Other



If other, identify _____

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 76-0511915
*(Vendor must include a completed **IRS W-9** form with their proposal)*

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Interpool, Inc, BG Interpool, Inc.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. BG Interpool Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. PO BOX 680125	Requester's name and address (optional)
	6 City, state, and ZIP code San Antonio, TX 78268	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
7	6		-	0	5	1	1	9	1
									5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Boyle Garner</i>	Date ► 12/06/2019
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

*For **each** of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply.* A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the Simplified Acquisition Threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.



3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.



7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.



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12. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	yes	BM
2. Termination for Cause or Convenience	yes	BM
3. Equal Employment Opportunity	yes	BM
4. Davis-Bacon Act	yes	BM
5. Contract Work Hours and Safety Standards Act	yes	BM
6. Right to Inventions Made Under a Contract or Agreement	yes	BM
7. Clean Air Act and Federal Water Pollution Control Act	yes	BM
8. Debarment and Suspension	yes	BM
9. Byrd Anti-Lobbying Amendment	yes	BM
10. Procurement of Recovered Materials	yes	BM
11. Profit as a Separate Element of Price	yes	BM
12. General Compliance and Cooperation with Cooperative Members	yes	BM

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

BG Interpool, Inc

Company Name

Gayle Garner

Signature of Authorized Company Official

Gayle Garner

Printed Name



PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

27 Years

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Gayle Garner - University of Houston Grad, 20 year public teacher, 30+ years in swimming pool industry.

Bill Garner - University of Houston Grad, 10 year public coach, 30+ years in swimming pool industry.

Gabriel Garner - UTSA Grad, CPO certified, Electrical appliance certified, SCUBA, 30+ years in swimming pool industry.

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Financial strengths are maintaining working capital to see large project through completion. Bonding capability is \$800,000. We carry workers comp and general liability for \$1,000,000 with \$1,000,000 umbrella.



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4. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

N/A

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

N/A

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

BG Interpool, Inc

Company Name

Signature of Authorized Company Official



REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☐ Completed: **Proposer's Agreement and Signature**
- ☐ Completed: **Vendor Contact Information**
- ☐ Completed: **Felony Conviction Disclosure and Debarment Certification**
- ☐ Completed: **Resident / Nonresident Certification**
- ☐ Completed: **No Israel Boycott Certification**
- ☐ Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☐ Completed: **Historically Underutilized Business (HUB) Certification**
- ☐ Completed: **Construction Related Goods and Services Affirmation**
- ☐ Completed: **Deviation / Compliance**
- ☐ Completed: **Location / Authorized Seller Listings**
- ☐ Completed: **Manufacturer Dealer Designation**
- ☐ Completed: **Texas Regional Service Designation**
- ☐ Completed: **State Service Designation**
- ☐ Completed: **National Purchasing Cooperative Vendor Award Agreement**
- ☐ Completed: **Federal and State / Purchasing Cooperative Experience**
- ☐ Completed: **Governmental References**
- ☐ Completed: **Marketing Strategy**
- ☐ Completed: **Confidential / Proprietary Information**
- ☐ Completed: **Vendor Business Name with IRS Form W-9**
- ☐ Completed: **EDGAR Vendor Certification**
- ☐ Completed: **Proposal Invitation Questionnaire**
- ☐ Completed: **Required Forms Checklist**
- ☐ Completed: **Proposal Specification Form with Catalogs/Pricelists**

**Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*



Proposal Invitation No. 613-20 Swimming Pool Chemicals, Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

NOTE: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

☐ Manufacturers shall be listed in alphabetical order

☐ Vendor's must list one specific percentage discount for each Manufacturer listed.

If a vendor's response to Proposal Specification Form states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to Proposal Specification Form or Vendor's proposal may not be considered.

Section I: Equipment, Products, and Supplies

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog / Pricelist ¹	State Name of Catalog / Pricelist ¹	Exceptions to Discount
1	Discount (%) Off Catalog/Pricelist for Swimming Pool Chemicals	Please state the discount (%) off catalog/pricelist for Swimming Pool Chemicals . Catalog/Pricelist MUST be included or proposal will not be considered.	25 _____ %	SCP 2018 Product Sourcebook	Special Order Item
2	Discount (%) Off Catalog/Pricelist for Swimming Pool Chemical Feed Systems	Please state the discount (%) off catalog/pricelist Swimming Pool Chemical Feed Systems . Catalog/Pricelist MUST be included or proposal will not be considered.	25 _____ %	SCP 2018 Product Sourcebook	Special Order Item
3	Discount (%) Off Catalog/Pricelist for Swimming Pool Mechanical Equipment	Please state the discount (%) off catalog/pricelist Swimming Pool Mechanical Equipment (Pumps, Motors, Filters, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.	25 _____ %	SCP 2018 Product Sourcebook	Special Order Item
4	Discount (%) Off Catalog/Pricelist for Swimming Pool Water Testing Products	Please state the discount (%) off catalog/pricelist for Swimming Pool Water Testing Products . Catalog/Pricelist MUST be included or proposal will not be considered.	25 _____ %	SCP 2018 Product Sourcebook	Special Order Item
5	Discount (%) Off Catalog/Pricelist for Swimming Pool Automatic Cleaning Equipment	Please state the discount (%) off catalog/pricelist for Swimming Pool Automatic Cleaning Equipment (Vacuums, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.	25 _____ %	SCP 2018 Product Sourcebook	Special Order Item

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Page 41 of 64

PROPOSAL SPECIFICATION FORM



Proposal Invitation No. 613-20 Swimming Pool Chemicals, Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog / Pricelist ¹	State Name of Catalog / Pricelist ¹	Exceptions to Discount
6	Discount (%) Off Catalog/Pricelist for Swimming Pool Underwater Lights and Electrical Accessories	Please state the discount (%) off catalog/pricelist for Swimming Pool Underwater Lights and Electrical Accessories . Catalog/Pricelist MUST be included or proposal will not be considered.	25 _____ %	SCP 2018 Product Sourcebook	Special Order Item
7	Discount (%) Off Catalog/Pricelist for Swimming Pool Main Drains, Fittings, and Skimmers	Please state the discount (%) off catalog/pricelist for Swimming Pool Main Drains, Fittings, and Skimmers . Catalog/Pricelist MUST be included or proposal will not be considered.	25 _____ %	SCP 2018 Product Sourcebook	Special Order Item
8	Discount (%) Off Catalog/Pricelist for Swimming Pool Coatings and Compounds	Please state the discount (%) off catalog/pricelist for Swimming Pool Coatings and Compounds . Catalog/Pricelist MUST be included or proposal will not be considered.	25 _____ %	SCP 2018 Product Sourcebook	Special Order Item
9	Discount (%) Off Catalog/Pricelist for Swimming Pool Covers and Storage Reels	Please state the discount (%) off catalog/pricelist for Swimming Pool Covers and Storage Reels . Catalog/Pricelist MUST be included or proposal will not be considered.	25 _____ %	SCP 2018 Product Sourcebook	Special Order Item
10	Discount (%) Off Catalog/Pricelist for Swimming Pool Furniture and Supplies	Please state the discount (%) off catalog/pricelist for Swimming Pool Furniture and Supplies . Catalog/Pricelist MUST be included or proposal will not be considered.	25 _____ %	SCP 2018 Product Sourcebook	Special Order Item
11	Discount (%) Off Catalog/Pricelist for Swimming Pool Ladders, Rails, Slides, and Diving Boards	Please state the discount (%) off catalog/pricelist for Swimming Pool Ladders, Rails, Slides, and Diving Boards . Catalog/Pricelist MUST be included or proposal will not be considered.	25 _____ %	SCP 2018 Product Sourcebook	Special Order Item
12	Discount (%) Off Catalog/Pricelist for Swimming Life Jackets	Please state the discount (%) off catalog/pricelist for Swimming Life Jackets . Catalog/Pricelist MUST be included or proposal will not be considered.	25 _____ %	SCP 2018 Product Sourcebook	Special Order Item

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 613-20 Swimming Pool Chemicals, Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

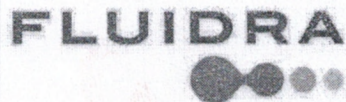
Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog /Pricelist ¹	State Name of Catalog /Pricelist ¹	Exceptions to Discount
13	Discount (%) Off Catalog/Pricelist for Swimming Pool Repair Parts	Please state the discount (%) off catalog/pricelist for Swimming Pool Repair Parts . Catalog/Pricelist MUST be included or proposal will not be considered.	25 _____%	SCP 2018 Product Sourcebook	Special Order Item
14	Discount (%) Off Catalog/Pricelist for All Other Related Swimming Pool Products	Please state the discount (%) off catalog/pricelist for All Other Related Swimming Pool Products . Catalog/Pricelist MUST be included or proposal will not be considered.	25 _____%	SCP 2018 Product Sourcebook	Special Order Item

Section II: Installation and Repair Service

Item No.	Short Description	Full Description	Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
15	Not to Exceed Hourly Labor Rate for Installation/Repair of Swimming Pool Water Treatment Chemicals, Supplies, and Equipment	Hourly Labor Rate for Installation/Repair of Swimming Pool Water Treatment Chemicals, Supplies, and Equipment -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ 85.00 _____/Hour	Per-Worker with Equipment	After Hours / Weekends / Holidays
16	Not to Exceed Hourly Labor Rate for Installation/Repair of Swimming Pool Coatings and Compounds	Hourly Labor Rate for Installation/Repair of Swimming Pool Coatings and Compounds -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ 135.00 _____/Hour	Per-Worker with Equipment	After Hours / Weekends / Holidays

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



FLUIDRA USA
8525 Mallory Road
Jacksonville, FL 32220
Phone: (904) 378-4486
Fax: (904) 378-0408

12 September 2019

INTERPOOL, INC
7602 Susan Elaine Drive
San Antonio, Texas 78240

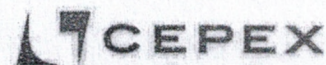
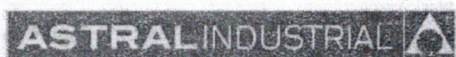
Dear Mr. Garner,

This letter is to notify parties that INTERPOOL, INC is an authorized installer & distributor of Fluidra products. INTERPOOL can install or sell any of the Fluidra brands as well as replacement parts in Texas. We have enjoyed a 20+ year relationship with INTERPOOL and look forward to continuing our working relationship.

I hope this helps and as always please let me know if you have any questions.

Best Regards,

Kevin Wrubluski
Fluidra USA, LLC



www.cepexusa.com



*Equipment, Systems, Consulting and Engineering
for Swimming Pools, Aquatic Facilities and Water FeaturesSM*

Joshua P. Albertson
jpa@natare.com
(317) 222-3658

September 16, 2019

Interpool, Inc.
Attn: Gabriel Garner
7602 Susan Elaine Drive
San Antonio, TX 78256

Dear: Mr. Garner,

Natare Corporation hereby confirms Interpool, Inc. is the preferred dealer of Natare products and systems for the greater San Antonio, Austin and surrounding areas in Texas. Interpool is extremely knowledgeable about our products and systems and believes strongly in how effective they are when it comes to renovating commercial swimming pools.

Interpool, Inc. has successful projects utilizing Natare's products and systems in the past and in current production.

Natare looks forward many more successful projects in collaboration with Interpool, Inc.

Best Regards,

NATARE CORPORATION

Joshua P. Albertson
Sales Engineer

May 2, 2022

Sent via email to: interpool@bjinterpool.com

Gabriel Garner
BG Interpool, Inc.
7602 Susan Elaine St.
San Antonio, TX 78240

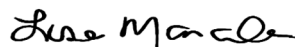
Re: Swimming Pool Chemicals, Supplies and Equipment
BuyBoard Contract 613-20

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Swimming Pool Chemicals, Supplies and Equipment, Contract 613-20, for which the current term is set to expire May 31, 2022. At this time, the BuyBoard is renewing your contract through May 31, 2023. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at lisa.maraden@tasb.org prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at lisa.maraden@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,



Lisa Maraden
Contract Administrator

final renewal v.02.13.2020



City Council Communication

Title: Executive Session: The City Council of the City of Hondo may convene in Executive Session in accordance with the Texas Open Meetings Act, Texas Government Code: Section 551.071(1) (A) and (2) (Consultations with Attorney) and Section 551.072 (Deliberations about Real Property), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), or Section 551.087 (Deliberations Regarding Economic Development Negotiations);Section 551.086 (Meeting concerning municipally owned utility-competitive matters);

Date: March 13, 2023

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: Discussion regarding Airport Water Rights RFB. (Ryan Elder)

Date: March 13, 2023 **From:** Ryan Elder, Director of Aviaion

INFORMATION:

Discuss Airport Water Rights RFB

FINANCIAL IMPACT:

Additional Revenue to the Airport Fund

STAFF RECOMMENDATION:

Staff recommends discussing Airport Water Rights and potentially issuing an RFB to lease certain BIG rights

MOTION:

Motion to approve the issuance of an RFB for the lease of the South Texas Regional Aiport's Base Irrigation Groundwater (BIG) rights.

ATTACHMENTS:

1. RFB_lease_of_airport_water_rights

STAFF CONTACTS:

Ryan Elder



City Council Communication

Title: Discussion regarding the employment of Roberto Benavides, Facilities Maintenance Worker. (Scott Albert).

Date: March 13, 2023 **From:**

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: Discussion regarding airport development. (Peter Kirsch and Scott Albert)

Date: March 13, 2023 **From:**

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: Discussion regarding Hondo Creek Farms. (Jessica Carpenter and Scott Albert)

Date: March 13, 2023 **From:**

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



City Council Communication

Title: Discuss and consider appropriate action on items resulting from Executive Session.

Date: March 13, 2023 **From:**

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS: