

Housing Authority of the City of Laredo  
Special  
Board of Commissioners Meeting



LHA Board Room  
2000 San Francisco Ave.  
Laredo, Texas 78040

Wednesday, February 22, 2023  
11:30 a.m.

Laredo Housing Authority  
Special Board of Commissioners Meeting

Zoom Video Link:

<https://us02web.zoom.us/j/88130511178?pwd=YlIiPSUNEQ1FPcTjXb2JUTiFmOWF1dz09>

Call in Number: 1-346-248-7799

Webinar ID: 881 3051 1178

LHA Board Room

2000 San Francisco Ave.

Laredo, Texas 78040

Wednesday, February 22, 2023

11:30 A.M.

**Board of Commissioners**

Jose L. Ceballos, Board Chairman

Cynthia Mares, Commissioner

Joe Aranda, Commissioner

Gloria Ann Freeman, Resident Commissioner

Silvia Madrid, Commissioner

***The Board of Commissioners will convene for a Board meeting for discussion on the following matters (NOTE: A quorum of the Board will be physically present at this location, but up to two other Commissioners may attend by videoconferencing, as permitted by Tex. Gov't Code Section 551.127)***

**A-23-S-1**

**Agenda**

**February 22, 2023**

1. CALL TO ORDER
2. INVOCATION PRAYER
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL AND DECLARATION OF QUORUM
5. CHAIRMAN COMMENTS
6. NOMINATION AND ELECTION OF OFFICERS
7. CITIZENS COMMENTS

REC'D CITY SEC OFF  
FEB 17 '23 PM2:28

This is the opportunity for visitors and guests to address the Board of Commissioners on any issue. The Board may not discuss any presented issue, nor may any action be taken on any issues at the time. There will be a 3-minute limitation per speaker. (Texas Attorney General Opinion-JC-0169)

8. DISCLOSURE OF CONFLICTS OF INTEREST FOR BOARD OF COMMISSIONERS AND STAFF

**9. ACTION ITEM**

- A. Discussion and possible action to renew authorized signer for all bank accounts and HUD online systems with newly elected Chairperson.
- B. Discussion and possible action to authorize the Executive Director to establish four (4) general depository accounts with Falcon International Bank two (2) for the Mainstream Program and two (2) for the Emergency Housing Voucher Program.
- C. Discussion and possible action to authorize the Executive Director to extend the contract with Nava Group, LLC for an additional year, as allowable by Contract No. 2020-0510-1, effective December 28, 2022 through December 27, 2023. This represents the third year of the contract maximum of five years.
- D. Discussion and possible action to authorize the Executive Director to extend the contract with Quantcorp Construction, LLC for an additional year, as allowable by Contract No. 2022-0131-1, effective February 21, 2023 through February 20, 2024. This represents the second year of the contract maximum of five years.
- E. Discussion and possible action to approve the revised 2023 Housing Choice Voucher (HCV) Program Payment Standard amounts effective April 1, 2023 and adopt Resolution No. 23-R-04.

**10. EXECUTIVE SESSION IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE**

The Board of Commissioners for the Housing Authority of the City of Laredo reserve the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on the posted agenda, above, as authorized by the Texas Government Code, including Sections 551.071 (consultation with attorneys), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), and 551.086 (economic development).

**11. ACTION ON ANY EXECUTIVE SESSION ITEM**

**12. ADJOURNMENT**



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Mary Gaona, Executive Director

Laredo Housing Authority is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable accommodations and equal access to communications will be

provided to those who provide notice to the Executive Director at (956) 722-4521 at least 48 hours in advance. This meeting site is accessible to disabled persons. Disabled parking is provided in the north parking lot adjacent to the Administration Building, and disabled building access is located at the main entrance.

#### CERTIFICATON

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily ADA/accessible to the public at all times. Said notice was posted on Friday, February 17, 2023 at 4:30 p.m.

  
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*For,* Jose A. Valdez Jr., City Secretary

## LHA COMMISSIONERS' COMMUNICATION

<b><u>DATE:</u></b> 02/22/2023	<b><u>SUBJECT:</u></b> Discussion and possible action to renew authorized signer for all bank accounts and HUD online systems with newly elected Chairperson.
<b><u>Item #:</u></b> 9A	
<b><u>INITIATED BY:</u></b> Mary Gaona Executive Director	<b><u>STAFF SOURCE:</u></b> Jennifer Barrientos Director of Finance
<b><u>PREVIOUS BOARD ACTION:</u></b>	
<b><u>BACKGROUND:</u></b> Our banking institutions require board approval to make any changes to the authorized signers on all of our agency's bank accounts.  Additionally, we would like to update all HUD online systems to reflect newly elected Chairperson.	
<b><u>FINANCIAL:</u></b>  None	
<b><u>RECOMMENDATION:</u></b> Approval to renew the authorized signer for all bank accounts and HUD online systems with newly elected Chairperson.	

**LHA COMMISSIONERS' COMMUNICATION**

<b><u>DATE:</u></b> 02/22/2023	<b><u>SUBJECT:</u></b> Discussion and possible action to authorize the Executive Director to establish four (4) general depository accounts with Falcon International Bank two (2) for the Mainstream Program and two (2) for the Emergency Housing Voucher Program.
<b><u>Item #:</u></b> 9B	
<b><u>INITIATED BY:</u></b> Mary Gaona Executive Director	<b><u>STAFF SOURCE:</u></b> Jennifer Barrientos Director of Finance
<b><u>PREVIOUS BOARD ACTION:</u></b> None	
<b><u>BACKGROUND:</u></b> <p>The Department of Housing and Urban Development (HUD) requires that all monies deposited with the General Depository for the Housing Authority (HA) shall be credited in a separate interest-bearing account.</p> <p>Additionally, HUD requires the HA to maintain two (2) separate bank accounts one (1) for Administrative revenue/expenses another one (1) for the Housing Assistance Payment (HAP) revenue/expenses.</p> <p>For accounting purposes, we are requesting authorization to open these accounts for the Mainstream and EHV programs.</p>	
<b><u>FINANCIAL:</u></b> None	
<b><u>RECOMMENDATION:</u></b> Approval to authorize the Executive Director to establish four (4) general depository accounts with Falcon International Bank two (2) for the Mainstream Program and two (2) for the Emergency Housing Voucher Program.	

## LHA COMMISSIONERS' COMMUNICATION

<b>DATE:</b> 02/22/2023	<b>SUBJECT:</b> Discussion and possible action to authorize the Executive Director to extend the contract with Nava Group, LLC for an additional year, as allowable by Contract No. 2020-0510-1, effective December 28, 2022 through December 27, 2023. This represents the third year of the contract maximum of five years.
<b>Item #:</b> 9C	
<b>INITIATED BY:</b> Mary Gaona Executive Director	<b>STAFF SOURCE:</b> Valeria Cabello Procurement Officer
<b>PREVIOUS BOARD ACTION:</b> On October 22, 2021, the Board of Commissioners approved consent item 10B to authorize the Executive Director to extend the contract with Nava Group, LLC for an additional year, effective December 28, 2021 through December 27, 2022.	
<b>BACKGROUND:</b> <p>On May 10, 2021 the Housing Authority of the City of Laredo issued a Request for Qualifications for Housing &amp; Supportive Programs Consultant, RFQ No. 2020-0510-1.</p> <p>Nava Group, LLC submitted qualifications in response to the RFQ; and the Housing Authority of the City of Laredo selected Nava Group, LLC to serve as the provider of the services in connection with the RFQ.</p> <p>The terms of the contract began on December 28, 2020 (effective date) for a period of 12 months, with an option to extend for five years.</p> <p>Work authorization Form #2021-01 for AML Administration/Community Modernization was issued on January 04, 2021.</p> <p>Work authorization Form #2021-02 for Colonia Guadalupe Administrative Campus Parking Lot was issued on August 09, 2022.</p> <p>Work authorization Form #2022-03 for LHA Main Campus Construction was issued on January 18, 2022.</p>	

**FINANCIAL:**

Project Management							
Total Project Cost	Fee Per Project	Total Project Cost	Fee Per Project	Total Project Cost	Fee Per Project	Total Project Cost	Fee Per Project
\$0 - \$49,000	\$2,500 or \$35/hr.	\$50,000 - \$100,000	10%	\$101,000 - \$400,000	5%	\$401,000 - \$1,000,000	3%

Consulting	
	Fee
Monthly – Meetings & Reports	\$500 monthly

**RECOMMENDATION:**

To authorize the Executive Director to extend the contract with Nava Group, LLC for an additional year, as allowable by Contract No. 2020-0510-1 effective December 28, 2022 through December 27, 2023.



**Contract Between Housing Authority of the City of Laredo  
And  
Nava Group, LLC**

This contract ("Contract") is entered into as of **December 28, 2020** by and between the **Housing Authority of the City of Laredo**, a public body, corporate and politic (hereinafter "LHA", or "Housing Authority of the City of Laredo") and **Nava Group, LLC, a New Construction and Remolding: Construction Project Management Corporation**).

**WITNESSETH:**

**WHEREAS**, LHA is a public body, corporate and politic organized and validly existing and in good standing under the laws of the State of Texas and currently engaged in such business as defined in the Housing Authority Law in the Local Government Code of the State of Texas, including the services of providing decent, safe and sanitary housing to the residents of its facilities, low-income families, the elderly, the handicapped and the disabled; and

**WHEREAS**, LHA issued a Request for Qualifications for **Housing & Supportive Programs Consultant**, RFQ No. 2020-0510-1 (hereinafter referred to as the "RFQ") to procure Housing & Supportive Program Consultant Services for LHA; and

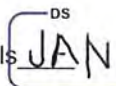
**WHEREAS**, Nava Group, LLC submitted a proposal in response to the RFQ; and

**WHEREAS**, LHA selected Nava Group, LLC to serve as LHA's Housing & Supportive Services Programs Consultant specifically to provide services in connection with the RFQ No. 2020-0510-1.

**NOW THEREFORE**, LHA and the Consultant, agree as follows:

**1. Overall Scope of Work**

Consultant shall provide the Housing and Supportive Programs Consultant Services for all work as described in the "Scope of Work" of the RFQ as requested by LHA. The RFQ including its **Overall Scope of Work** is attached hereto as "**Exhibit A**" and is incorporated herein in its entirety by reference. **Work Authorization (WA) Form**, attached hereto as "**Exhibit B**" will be utilized to initiate specific projects within this agreement and set-out payment, timeline, and specific project performance terms.

Initials 

2. **Time of Performance**

The initial term of this Contract shall begin on the Effective Date for a period of 12 months. The term may not exceed 12 months from beginning date, unless authorized by the Board of Directors.

3. **Compensation, Billing Rates, and Method of Payment**

A. **Compensation**. LHA shall compensate Service Provider/Consultant according to the **Fee Schedule** attached as "**Exhibit C**". LHA and the Consultant shall execute any amendment, as may become necessary, to this Contract by letter agreement as prepared by LHA.

1) Billings by the Service Provider/Consultant are to be directed to Accounts Payable, Finance Department, Housing Authority of the City of Laredo, 2000 San Francisco Avenue, Laredo, Texas 78040, **via email** to [accountspayable@larha.org](mailto:accountspayable@larha.org) with a copy to Bulmaro Cruz, Director of Construction Projects at [bulmaro@larha.org](mailto:bulmaro@larha.org) .

2) Invoices shall be accompanied with the following documents which may be supplied by computer printout:

i. By payment schedule or documentation of quantity of work fully completed per relevant scope of work and approved by LHA.

3) Payments made by Service Provider/Consultant to others for services in connection with a matter shall be included in the statement and supporting invoices shall be attached to the billing. LHA may reimburse or make such payments to third parties secured by Service Provider/Consultant only if such third parties were retained by Service Provider/Consultant with prior approval of LHA.

B. **Method of Payment**. Service Provider/Consultant will submit advanced/partial requests for payment by invoices to LHA or one payment request in the event of a single lump sum invoice. The invoices shall include the billing amount, description of services rendered and supporting documentation indicating progress of project. LHA staff will review these invoices for payment.

C. **Taxes**. No payroll or employment taxes of any kind will be withheld or paid by LHA on behalf of Service Provider/Consultant. LHA will not treat Service Provider/Consultant as an employee with respect to the Contract services for any purpose, including federal and state tax purposes. Service Provider/Consultant understands and agrees that it is Service Provider/Consultant's responsibility to pay all taxes required by law, including self-employment social security tax. LHA will issue an IRS 1099 Form, or other appropriate tax reporting document, to Service Provider/Consultant for the Contract services.

Initials <sup>DS</sup> JAN

D. **Benefits.** Service Provider/Consultant will not be eligible for, and will not participate in, any health, pension, or other benefit of LHA that exists solely for the benefit of LHA employees during the Contract term.

4. **Records for Audit Purposes.**

Service Provider/Consultant shall maintain all records concerning Services performed and for which Service Provider/Consultant requires compensation under this Contract for three (3) years from the expiration date of the Contract unless a longer period is required under Title 24, Code of Federal Regulations, and Section 85.42. Service Provider/Consultant shall provide LHA and, subject to LHA approval, HUD, the Comptroller General of the United States, the General Accounting Office, or any of their authorized representatives, all records pertaining to the services provided hereunder. This right shall continue as long as the records are required to be maintained.

5. **No Personal Liability**

No member, official or employee of LHA shall be liable personally to Service Provider/Consultant or any successor in interest in the event of any default or breach by LHA or for any amount which may become due to Service Provider/Consultant or any successor or on any obligation under the terms of this Contract.

6. **Assignment of Contract**

Service Provider/Consultant shall not assign this Contract, or any part thereof, without the prior, express, written consent of LHA.

7. **HUD Requirements**

Service Provider/Consultant agrees to comply with all relevant HUD requirements, including Section II of the General Contract Conditions Non-Construction, form HUD-5370-C .

8. **Indemnification**

Service Provider/Consultant shall defend, hold harmless and indemnify LHA and its respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the performance of this Contract and any of Service Provider/Consultant's operation or activities related thereto, excluding the alleged or actual negligence, gross negligence, and/or willful misconduct of the person or entity seeking to be

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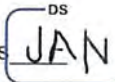
defended, indemnified or held harmless. Further, Service Provider/Consultant shall refrain from encumbering LHA with any in kind or financial debts, burdens or any other encumbrances without prior written approval of LHA, and Service Provider/Consultant will hold harmless and indemnify LHA and its respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the such unauthorized encumbrances.

**9. Independent Contractor**

Service Provider/Consultant hereby declares that it is engaged in an independent business and agrees to perform its services as an independent contractor and not as the agent or employee of LHA. Service Provider/Consultant has and hereby retains the right to exercise full control and supervision of the services and work to be provided under this Contract and full control over the employment, direction, compensation and discharge of all persons assisting it in the performance of the services and work hereunder. Service Provider/Consultant agrees to be solely responsible for all matters relating to payment of Service Provider/Consultant's employees, including, but not limited to, compliance with all federal, state and local payroll tax and withholding requirements, workers' compensation requirements and all regulations governing such matters. Service Provider/Consultant agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of the Contract.

**10. Insurance and Bonding**

- A. Insurance Duration: Service Provider/Consultant agrees to procure and maintain for the duration of the Contract, including any extensions, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract by Service Provider/Consultant, its agents, representatives, employees or Subcontractors.
- B. Insurances and Changes: Any Service Provider/Consultant required insurance (general liability, automobile, bond, builders risk, etc.) for the project shall list the LHA additional insured.
- C. Minimum Scope of Insurance. Coverage shall be at least as required by the RFQ.

Initials 

**11. Conflicts of Interest**

LHA requires the Service Provider/Consultant to inform LHA in writing of any potential, apparent, or actual conflict the Service Provider/Consultant may have or develop during the term of this Contract. At this time, Service Provider/Consultant is not aware of any relationship with any other party interested in the subject matter of Service Provider/Consultant's services for LHA under this Contract, as provided in the attached **Conflict of Interest Disclosure "Exhibit D"**. As long as Service Provider/Consultant's services for LHA continue under this Contract, Service Provider/Consultant will not agree to provide services for any such conflicted party without LHA's prior written and informed consent.

**12. Nondiscrimination**

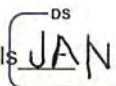
Service Provider/Consultant agrees that there shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) in the performance of this Contract. Service Provider/Consultant will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status). 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; including selection for training, apprenticeship; and provision of any services or accommodations to clients or the general public.

**13. Termination**

Either party may terminate this Contract at any time without cause upon thirty (30) days' written Notice of Termination to the other party; provided, however, that in the event of such termination, LHA shall compensate Service Provider/Consultant for work completed to the satisfaction of LHA as of the date of such notice or the date of termination specified in and directed by such notice.

**14. Liquidated Damages**

Service Provider/Consultant understand and agrees that the LHA may seek liquidated damages for a failure to perform and deliver a work product within the agreed upon timeframe, under the conditions of this agreement, unless otherwise approved in writing the LHA Executive Director or the Board of Commissioners. The daily liquidated damages rate to be accrued daily, billed weekly, and to be paid within 15 days of billing is **\$200**.

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**15. Non-Appropriations**

Service Provider/Consultant understands that LHA is a governmental entity and may not be funded for any period during the term of this Contract for the requested services. LHA agrees to provide Service Provider/Consultant written notice within thirty (30) days, if at all practicable, after learning that such funding will not become available to LHA. For this Contract, LHA hereby certifies that adequate funding is available to complete requested services for LHA's current fiscal year.

**16. Compliance with Federal Regulations**

Service Provider/Consultant agrees to comply with federal laws and regulations, as applicable, including, but not necessarily limited to, the following:

- The requirements of Title VII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964 relating to prohibitions against the discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex, or national origin.
- The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 and prohibited discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.
- The requirements of Executive Order 11246 relating to equal employment opportunity in connection with federally funded programs.
- The requirements of Section 3 of the Housing and Urban Development Act of 1968 relating to the training and employment of individuals and contracting for business opportunities in metropolitan areas in which federally funded programs are being operated.
- The requirements of Executive Orders 11625, 12432, and 12138 to implement Minority Business Enterprises and Women's Business Enterprise participation goals in programs of federal agencies.
- The applicable provisions of the General Conditions for Non-Construction contained in form HUD-5370-C. To the extent that any provision of this Contract conflicts with any required provision in HUD-5370-C for this Contract, the conflicting provision in HUD-5370-C shall apply.

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**17. Proprietary Interests**

Consultant understands and agrees that the Consultant's work product (intellectual and material), including creative materials (brands, logos, designs, videos), memoranda, charts, PowerPoints, architectural plans and drawings, plans, studies, financial analyses, feasibility analyses, applications, forms, worksheets, reports and any other documents developed on behalf of LHA remain the sole property of LHA and shall not be reproduced or utilized in any form or manner by Consultant without LHA's prior written consent.

**18. Miscellaneous Provisions**

A. Notices. All notices, demands, consents, or approvals required under this Contract shall be in writing and shall be deemed given when delivered personally or by facsimile transmission or three (3) business days after being deposited in the U.S. Mail, first class postage prepaid, return receipt requested, addressed as follows:

***If to LHA:***

**Mary Gaona**

Housing Authority of the City of Laredo  
2000 San Francisco Avenue  
Laredo, TX 78040

***If to Service Provider/Consultant:***

**Nava Group, LLC**

Attn: Jose A. Nava III  
1202 E. Del Mar Ste. 2  
Laredo, TX 78045

B. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the successors and assigns of LHA and Service Provider/Consultant. When the term "Service Provider/Consultant" or "LHA" is used in this Contract, it shall mean and include their respective successors and assigns; provided, however, that LHA shall have no obligation under this Contract to, nor shall any benefit of this Contract accrue to, any unapproved successor or assign of Service Provider/Consultant where LHA approval of a successor assign is required by this Contract.

C. Modification, Waiver and Amendment. Any modification, waiver or amendment of any of the provisions of this Contract shall be in writing and signed by both LHA and Service Provider/Consultant.

D. Entire Contract. This Contract represents the complete agreement between the parties as to the matters described herein, and there are no oral understandings between Service Provider/Consultant and LHA affecting this

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Contract not set forth herein. This Contract supersedes all previous negotiations, arrangements, agreements and understandings between Service Provider/Consultant and LHA with respect to the subject matter hereof.

E. Severability. If any provision of this Contract shall be determined to be illegal or unenforceable, such determination shall not affect any other provision and all such other provisions shall remain in full force and effect.

F. Governing Law. This Contract shall be governed by and interpreted and construed in accordance with the laws of the State of Texas, and shall be subject to the exclusive jurisdiction of the state courts therein. Venue for any court action brought by either party under this Contract shall remain exclusively in Webb County, Texas. It is the responsibility of Service Provider/Consultant to be informed of local, state and federal laws and requirements applicable to this Contract and to perform all work in compliance with those laws and requirements.

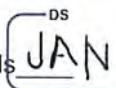
G. Headings. Titles of parts or sections of this Contract are inserted for convenience only and shall be disregarded in construing or interpreting its provisions.

H. Attorneys' Fees. In any action or proceeding arising out of the interpretation of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

I. Alternative Dispute Resolution. In the event of a dispute between the parties regarding the interpretation of this Contract, the parties may agree to mediation or another form of alternative dispute resolution.

J. Authority. Each of the undersigned represents and warrants that he or she has full power and authority to enter into this Contract on behalf of his or her respective party and to bind the party in accordance with its terms.


**\* The remainder of this page is intentionally left blank**

Initials 



IN WITNESS WHEREOF, LHA and Service Provider/Consultant have executed this Contract as of the Effective Date first above written.

**HOUSING AUTHORITY OF THE CITY OF LAREDO ("LHA")**

By: 

Name: Maria M. Gaona

Title: Executive Director

Date: December 28, 2020

**NAVA GROUP, LLC**

By: 

Name: Jose A. Nava III

Title: Senior Consultant

Date: December 28, 2020

Initials 

**“EXHIBIT A”**

**“Housing & Supportive Programs Consultant,” RFQ No. 2020-0510-1 for Housing and Supportive Programs Consultant Services**

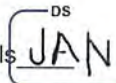
**The LHA procurement documents, including the Scope of Work outlined below, are hereby incorporated and made a part of this Contract.**

**Nava Group, LLC**

**Scope of Work**

Responsible for the management of construction project. Including the monitoring of plans, specifications, job performance and standards. Specific responsibilities include the following.

- Manage construction project to ensure completion in accordance with set plans and schedules. (with a minimum of 25 hours per week onsite)
- Administer timelines, progress reports and budget management.
- Assist with the procurement of any pending trades and or acquiring permits or inspections.
- Review and approve payment submittals from sub-contractors and contractors and forward to LHA Director of Construction Programs.
- Coordinate Subcontractors and manage their activities on site.
- Prepare weekly jobsite reports on status of each job for LHA Director of Construction Programs. (every Friday)
- Review disputes, claims, change orders and time extension at construction site and make recommendations to the LHA Director of Construction Programs.
- Ensure contractors obtain, pay and display all required construction related permits and minimum wage disclosures.
- Administer and advise LHA Director of Construction Programs of regularly scheduled project and or construction progress meetings, and conduct regularly scheduled meetings at the job site with each subcontractor.
- Continuously supervise and observe all work in progress so as to ensure that the work is proceeding in accordance with guidelines and construction contract documents.

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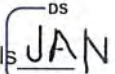
- Monitor and enforce safety procedures and administer Davis-Bacon surveys.
- In accordance with the project designer, develop and implement procedures for orderly completion of punch list items, checkout of utilities, operational systems and equipment and initial startup and testing.
- Preparation and delivery to LHA warranties, as built drawings, maintenance manuals, LEED application and submittals, and generally administer closeout of the project.
- Ensure performance of all warranty obligations, resolution of all claims and other post-construction requirements.
- Perform other management duties as requested.

**NAVA GROUP, LLC:**

DocuSigned by:  
  
**SIGNATURE**  
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1/4/2021

**DATE**

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**EXHIBIT B”**

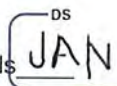
**“Housing & Supportive Programs Consultant,” RFQ No. 2020-0510-1 for Housing and Supportive Programs Consultant Services**

**Nava Group, LLC**


**Work Authorization Form #2021-01 AML Administration/Community Modernization**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions, without any waiver to the Agreement dated **January 04, 2020**, made by and between Laredo Housing Authority, hereinafter called the "LHA", and Nava Group, LLC, of Laredo, Texas.

- PART 1. Scope of Work.** The purpose of this Work Authorization is defined in the **WA Scope of Work** provided by the Owner in attached hereto as **“WA ATTACHMENT A”**.
- PART 2. Estimated Cost.** The estimated cost for services under this Work Authorization is **\$28,400.00** . This amount is based upon the costs outlined in the **WA Estimated Cost Proposal** attached hereto as **“WA ATTACHMENT B”**.
- PART 3. Payment.** Compensation and payment to NAVA GROUP, LLC, for the services established under this Work Authorization shall be made in accordance with Section “3. Compensation, Billing Rates, and Method of Payment” of the Contract.
- PART 3. Period of Service and Project Timeline.** The project term is **150** calendar days from the Work Authorization execution date, unless otherwise extended in writing by the Executive Director. The **WA Project Timeline** is attached hereto as **“WA ATTACHMENT C”**.
- PART 4: Responsibilities and Obligations.** This Work Authorization does not waive the parties’ responsibilities and obligations provided under the Agreement.
- PART 5: Liquidated Damages.** The daily liquidated damages for delay in performance and delivery is **\$200**, which will accrue daily, billed weekly, and to be paid by the Service Provider/Consultant within 15 days of billing.
- PART 6: Acceptance and Acknowledgement.** This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of **January 04, 2020**.

Initials 

NAVA GROUP, LLC

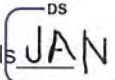
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DATE 1/4/2021

LHA

  
EXECUTIVE DIRECTOR

DATE 1-4-2021

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**“EXHIBIT C”**

**“Housing & Supportive Programs Consultant,” RFQ No. 2020-0510-1 for Housing and Supportive Programs Consultant Services**

**Nava Group, LLC**

**Fee Schedule**

Service Provider/Consultant will receive payment for services particularized within the scope of work described in “Exhibit A.”

Payments to Service Provider/Consultant will be made according to the following schedule:

Project Management:

Total Project Cost	Fee Per Project	Total Project Cost	Fee Per Project	Total Project Cost	Fee Per Project	Total Project Cost	Fee Per Project
0-\$49,000	\$2,500 or \$35 hr.	\$50,000 – \$100,000	10%	\$101,000 – \$400,000	5%	\$401,000 – \$1,000,000	3%


Consulting:

	Fee:
Monthly – Meetings and Reports	\$500 monthly

**NAVA GROUP, LLC**

DocuSigned by:  
  
**SIGNATURE**

1/4/2021  
 \_\_\_\_\_  
**DATE**

Initials <sup>DS</sup>  


**“EXHIBIT D”**

**“Housing & Supportive Programs Consultant,” RFQ No. 2020-0510-1 for Housing and Supportive Programs Consultant Services**

**Nava Group, LLC (Hereinafter “Contractor”)**

**Conflict of Interest Disclosure Form**

The contractor identified below hereby discloses the following real or apparent conflict of interest as required by the Laredo Housing Authority's Conflict of Interest and Procurement policies, pertinent portions of which are excerpted within this disclosure and acknowledged by the contractor. This disclosure is effective as of the date of filing and does not relieve the contractor of the requirement to make further disclosure of any real or apparent conflict should any conflict arise or appear hereafter.

**Contractor:** Nava Group LLC  
(Print name)

**Date:** 1/4/2021

Place your name initials next to the conflicts below that are applicable to this disclosure and describe the conflicts:

**Contractor's business is affiliated with an LHA Commissioner, employee, officer, or agent as disclosed below and will comply with LHA's Conflict of Interest Policy as excerpted below:**

\_\_\_\_The contractor is an employee, and the employee is an officer, director, agent, or member of, or owns a controlling interest in, the contractor's corporation, firm, partnership, or other business entity which has business dealing with the LHA.

**Name(s) of LHA Commissioner, Employee, Officer, or Agent with whom affiliated:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Initials <sup>DS</sup> JAN

## LHA Conflict of Interest Policy

The public has a right to expect high standards of integrity and conduct from those in its service. Any conduct or activity which is or gives the appearance of being motivated by a desire for private gain, either for the employee or those with whom the employee has family or business ties, or who engages directly or indirectly in any financial transaction as a result of primarily relying on, or in the relaying of, information not available to the general public, is prohibited. An employee who is an officer, director, agent, or member of or owns a controlling interest in any corporation, firm, partnership, or other business entity which has business dealing with the PHA shall file a sworn statement disclosing such interest and shall refrain from participation in selection or supervision of any such business dealings.

### Contractor has not engaged, and will not engage, in conduct or an arrangement that may violate LHA's Procurement Policies (as excerpted below):

<sup>DS</sup>  
JAN The contractor has not and will not engaged in any conduct prohibited by the Procurement Policies below.

## LHA Procurement Policies

### **Principles and Standards of Conduct.**

Members of the Board, Employees, and any others serving in an official position or acting as an agent of the PHA must discharge their duties impartially to ensure fair competitive access to procurement opportunities by responsible contractors. Moreover, Commissioners, Employees, officers, and agents should conduct themselves in such a manner as to foster the public's confidence in the integrity of the PHA procurement organization and process. Any attempt to realize personal gain through the PHA through actions inconsistent with the proper discharge of duties is a breach of trust. The Board has adopted a **Code of Conduct** and the Procurement Policy to govern the performance of Commissioners, Employees, officers, and agents engage in the award and administration of procurements and contracts, and all individuals who fail to adhere to these rules may be sanctioned appropriately.

### **Conflicts of Interest.**

No Commissioner, Employee, officer, or agent of the Agency shall participate directly or indirectly in the selection, award, or administration of any contract if a conflict of interest, either real or apparent, would be involved. This type of conflict would be when one of the persons listed

Initials <sup>DS</sup>  
JAN



below has a financial or any other type of interest in a firm competing for the award:

- A Commissioner, Employee, officer, or agent involved in making the award;
- A "Family" member of anyone listed above, i.e. "Family is defined as any person related within the fourth degree by consanguinity (blood) or second degree by affinity (marriage). Please list the types of relationships (i.e. spouse, brother/sister, aunt/uncle, cousin, etc.)
- His/her partner; or
- An organization which employs or is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

**Gratuities, Kickbacks, and Use of Confidential Information.**

No Commissioner, Employee, officer, or agent of the Agency (or any of their Family member of these persons) shall ask for or accept gratuities, favors, or items of more than nominal value (i.e. inexpensive hat with logo) from any contractor, potential contractor, or party to any subcontract, and shall not knowingly use confidential information for actual or anticipated personal gain.

**Prohibition against Contingent Fees.**

Contractors wanting to do business with the Agency must not hire a person to solicit or secure a contract for a commission, percentage, brokerage, or contingent fee, except for bona fide established commercial selling agencies.

**Suspension and Debarment.**

Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined to be ineligible by HUD in accordance with HUD regulations (2 CFR §200.317 through §200.326) or by other Federal agencies, e.g., Department of Labor for violation of labor regulations, when necessary to protect housing authorities in their business dealings. Prior to issuance of a contract, Agency staff shall, as detailed within Section 10.2.H.1 and 10.2.H.2 of HUD Procurement Handbook 7460.8 REV 2, conduct the required searches within the HUD Limited Denial of Participation (LDP) system and the U.S. General Services Administration System for Award Management (SAM) and place within the applicable contract file a printed copy of the results of each such search.

Initials 

I hereby acknowledge the requirements of the LHA Conflict of Interest Policy and the LHA Procurement Policies as excerpted above and certify my compliance with these policies and their disclosure requirements. Failure on my part to disclose or comply may result in LHA seeking remedies against me including the immediate disqualification from any current or future solicitation and/or termination of any existing or future contract(s).

**NAVA GROUP, LLC**

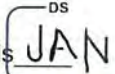
Jose Antonio Nava III

\_\_\_\_\_  
**PRINTED NAME**

DocuSigned by:  
  
**SIGNATURE**  
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1/4/2021

\_\_\_\_\_  
**DATE**

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## LHA COMMISSIONERS' COMMUNICATION

<b><u>DATE:</u></b> 02/22/2023	<b><u>SUBJECT:</u></b> Discussion and possible action to authorize the Executive Director to extend the contract with Quantcorp Construction LLC for an additional year, as allowable by Contract No. 2022-0031-1, effective February 21, 2022 through February 20, 2023. This represents the second year of the contract maximum of five years.				
<b><u>Item #:</u></b> 9D					
<b><u>INITIATED BY:</u></b> Mary Gaona Executive Director	<b><u>STAFF SOURCE:</u></b> Valeria Cabello Procurement Officer				
<b><u>PREVIOUS BOARD ACTION:</u></b> None					
<b><u>BACKGROUND:</u></b> <p>On January 31, 2021, the Housing Authority of the City of Laredo issued a Request for Proposals for Project Management Services, RFP No. 2022-0131-1.</p> <p>Quantcorp Construction LLC submitted a proposal in response to the RFP; and the Housing Authority of the City of Laredo selected Quantcorp Construction LLC to serve as the provider of the services in connection with the RFP.</p> <p>The terms of the contract began on February 21, 2022 (effective date) for a period of 12 months, with an option to extend for five years.</p> <p>Work authorization Form #2022-01 COVID-19 Public Health and Safety Project on February 21, 2022.</p>					
<b><u>FINANCIAL:</u></b>					
<table border="1" style="margin: auto; border-collapse: collapse;"><thead><tr><th style="padding: 5px;">Hourly Rate</th><th style="padding: 5px;">Weekly Rate</th></tr></thead><tbody><tr><td style="text-align: center; padding: 5px;">\$31.25</td><td style="text-align: center; padding: 5px;">\$1,250.00</td></tr></tbody></table>		Hourly Rate	Weekly Rate	\$31.25	\$1,250.00
Hourly Rate	Weekly Rate				
\$31.25	\$1,250.00				
<b><u>RECOMMENDATION:</u></b> To authorize the Executive Director to extend the contract with Quantcorp Construction LLC for an additional year, as allowable by Contract No. 2022-0031-1, effective February 21, 2022 through February 20, 2023. This represents the second year of the contract maximum of five years.					

**Contract Between Housing Authority of the City of Laredo  
And  
Quantcorp Construction, LLC**

This Project Management Services Agreement (“Contract”) is entered into as of **February 21, 2022** (“Effective Date”) by and between the **Housing Authority of the City of Laredo**, a public body, corporate and politic (hereinafter “LHA”) and **Quantcorp Construction, LLC** a corporation specialized in building design and construction (hereinafter “Consultant”).

**WITNESSETH:**

**WHEREAS**, LHA is a public body, corporate and politic organized and validly existing and in good standing under the laws of the State of Texas and currently engaged in such business as defined in the Housing Authority Law in the Local Government Code of the State of Texas, including the services of providing decent, safe and sanitary housing to the residents of its facilities, low-income families, the elderly, the handicapped and the disabled; and

**WHEREAS**, LHA issued a Request for Proposals for **Project Management Services**, RFP No. 2022-0131-1 (hereinafter referred to as the “RFP”) to procure Project Management Services for LHA; and

**WHEREAS**, Quantcorp Construction, LLC, submitted a proposal in response to the RFP; and

**WHEREAS**, LHA selected Quantcorp Construction, LLC to serve as LHA’s Project Management Services Consultant specifically to provide services in connection with the RFP No. 2022-0131-1.

**NOW THEREFORE**, LHA and the Consultant, agree as follows:

**1. Overall Scope of Work**

Consultant shall provide the Project Management Services for all work as described in the “Scope of Work” of the RFP as requested by LHA. The RFP including its **Overall Scope of Work** is attached hereto as “**Exhibit A**” and is incorporated herein in its entirety by reference. **Work Authorization (WA) Form**, attached hereto as “**Exhibit B**” will be utilized to initiate specific projects within this agreement and set-out payment, timeline, and specific project performance terms.

**2. Time of Performance**

The initial term of this Contract shall begin on the Effective Date for a period of one (1) year with an option to extend by the Parties for a maximum of five (5) years, unless earlier terminated as provided herein.

Initials AG

**3. Compensation, Billing Rates, and Method of Payment**

A. Compensation. LHA shall compensate Consultant according to the **Fee Schedule** attached as "**Exhibit C**". LHA and the Consultant shall execute any amendment, as may become necessary, to this Contract by letter agreement as prepared by LHA.

1) Billings by the Consultant are to be directed to Accounts Payable, Finance Department, Housing Authority of the City of Laredo, 2000 San Francisco Avenue, Laredo, Texas 78040, via email to [accountspayable@larha.org](mailto:accountspayable@larha.org) with a copy to Mary Gaona, Executive Director at [mary@larha.org](mailto:mary@larha.org) **and are due every Wednesday by 3:00 p.m. for the prior week's work.**

2) Invoices shall be accompanied with the following documents which may be supplied by computer printout:

i. By payment schedule or documentation of quantity of work fully completed per relevant scope of work and approved by LHA.

3) Payments made by Consultant to others for services in connection with a matter shall be included in the statement and supporting invoices shall be attached to the billing. LHA may reimburse or make such payments to third Parties secured by the Consultant only if such third Parties were retained by the Consultant with prior approval of LHA.

B. Method of Payment. Consultant will submit a completed IRS W-9 form and requests for payment by invoices to LHA or one payment request in the event of a single lump sum invoice. The invoices shall include the billing amount, description of services rendered and supporting documentation indicating progress of project. LHA staff will review these invoices for payment. Payments will be made within 15 days of invoice being approved by the LHA.

C. Taxes. No payroll or employment taxes of any kind will be withheld or paid by LHA on behalf of the Consultant. LHA will not treat the Consultant as an employee with respect to the Contract services for any purpose, including federal and state tax purposes. The Consultant understands and agrees that it is the Consultant's responsibility to pay all taxes required by law, including self-employment social security tax. LHA will issue an IRS 1099 Form, or other appropriate tax reporting document, to the Consultant for the Contract services.

D. Benefits. Consultant will not be eligible for, and will not participate in, any health, pension, or other benefit of LHA that exists solely for the benefit of LHA employees during the Contract term.

**4. Records for Audit Purposes**

Consultant shall maintain all records concerning Services performed and for which the Consultant requires compensation under this Contract for three (3) years from the expiration date of the Contract unless a longer period is required under Title 24, Code

of Federal Regulations, and Section 85.42. The Consultant shall provide LHA and, subject to LHA approval, HUD, the Comptroller General of the United States, the General Accounting Office, or any of their authorized representatives, all records pertaining to the services provided hereunder. This right shall continue as long as the records are required to be maintained.

**5. No Personal Liability**

No member, official or employee of LHA shall be liable personally to the Consultant or any successor in interest in the event of any default or breach by LHA or for any amount which may become due to the Consultant or any successor or on any obligation under the terms of this Contract.

**6. Assignment of Contract**

Consultant shall not assign this Contract, or any part thereof, without the prior, express, written consent of LHA.

**7. HUD Requirements**

Consultant agrees to comply with all relevant HUD requirements, including Section II of the General Contract Conditions Non-Construction, form HUD-5370-C .

**8. Indemnification**

Consultant shall defend, hold harmless and indemnify LHA and its respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the performance of this Contract and any of the Consultant's operation or activities related thereto, excluding the alleged or actual negligence, gross negligence, and/or willful misconduct of the person or entity seeking to be defended, indemnified or held harmless. Further, the Consultant shall refrain from encumbering LHA with any in kind or financial debts, burdens or any other encumbrances without prior written approval of LHA, and the Consultant will hold harmless and indemnify LHA and its respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the such unauthorized encumbrances.

**9. Independent Contractor**

Consultant hereby declares that it is engaged in an independent business and agrees to perform its services as an independent contractor and not as the agent or employee of LHA. The Consultant has and hereby retains the right to exercise full control and supervision of the services and work to be provided under this Contract and full control over the employment, direction, compensation and discharge of all persons assisting it in the performance of the services and work hereunder. The Consultant agrees to be solely responsible for all matters relating to payment of the Consultant's employees, including, but not limited to, compliance with all federal, state and local

payroll tax and withholding requirements, workers' compensation requirements and all regulations governing such matters. The Consultant agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of the Contract.

**10. Insurance and Bonding**

A. Insurance Duration: Consultant agrees to procure and maintain for the duration of the Contract, including any extensions, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract by the Consultant, its agents, representatives, employees or Subcontractors.

B. Insurances and Changes: Any Consultant required insurance (general liability, automobile, bond, builders risk, etc.) for the project shall list the LHA additional insured.

C. Minimum Scope of Insurance. Coverage shall be at least as required by the RFP.

**11. Conflicts of Interest**

LHA requires the Consultant to inform LHA in writing of any potential, apparent, or actual conflict the Consultant may have or develop during the term of this Contract. At this time, the Consultant is not aware of any relationship with any other party interested in the subject matter of the Consultant's services for LHA under this Contract, as provided in the attached **Conflict of Interest Disclosure "Exhibit D"**. As long as the Consultant's services for LHA continue under this Contract, the Consultant will not agree to provide services for any such conflicted party without LHA's prior written and informed consent.

**12. Nondiscrimination**

Consultant agrees that there shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) in the performance of this Contract. The Consultant will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status). 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; including selection for training, apprenticeship; and provision of any services or accommodations to clients or the general public.

**13. Termination**

Either party may terminate this Contract at any time without cause upon thirty (30) days' written Notice of Termination to the other party; provided, however, that in the event of such termination, LHA shall compensate the Consultant for work completed to the satisfaction of LHA as of the date of such notice or the date of termination specified in and directed by such notice.

**14. Liquidated Damages**

Consultant understand and agrees that the LHA may seek liquidated damages for a failure to perform and deliver a work product within the agreed upon timeframe, under the conditions of this agreement, unless otherwise approved in writing the LHA Executive Director or the Board of Commissioners. The daily liquidated damages rate to be accrued daily, billed weekly, and to be paid within 15 days of billing is \$200.

**15. Non-Appropriations**

Consultant understands that LHA is a governmental entity and may not be funded for any period during the term of this Contract for the requested services. LHA agrees to provide the Consultant written notice within thirty (30) days, if at all practicable, after learning that such funding will not become available to LHA. For this Contract, LHA hereby certifies that adequate funding is available to complete requested services for LHA's current fiscal year.

**16. Compliance with Federal Regulations**

Consultant agrees to comply with federal laws and regulations, as applicable, including, but not necessarily limited to, the following:

- The requirements of Title VII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964 relating to prohibitions against the discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex, or national origin.
- The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 and prohibited discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.
- The requirements of Executive Order 11246 relating to equal employment opportunity in connection with federally funded programs.
- The requirements of Section 3 of the Housing and Urban Development Act of 1968 relating to the training and employment of individuals and contracting for business opportunities in metropolitan areas in which federally funded programs are being operated.



- The requirements of Executive Orders 11625, 12432, and 12138 to implement Minority Business Enterprises and Women’s Business Enterprise participation goals in programs of federal agencies.
- The applicable provisions of the General Conditions for Non-Construction contained in form HUD-5370-C. To the extent that any provision of this Contract conflicts with any required provision in HUD-5370-C for this Contract, the conflicting provision in HUD-5370-C shall apply.

**17. Proprietary Interests**

Consultant understands and agrees that the Consultant’s work product (intellectual and material), including creative materials (brands, logos, designs, videos), memoranda, charts, PowerPoints, architectural plans and drawings, plans, studies, financial analyses, feasibility analyses, applications, forms, worksheets, reports and any other documents developed on behalf of LHA remain the sole property of LHA and shall not be reproduced or utilized in any form or manner by the Consultant without LHA’s prior written consent.

**18. Miscellaneous Provisions**

A. Notices. All notices, demands, consents, or approvals required under this Contract shall be in writing and shall be deemed given when delivered personally or by facsimile transmission or three (3) business days after being deposited in the U.S. Mail, first class postage prepaid, return receipt requested, addressed as follows:

***If to LHA:***                    **Maria M. Gaona**  
Executive Director  
Housing Authority of the City of Laredo  
2000 San Francisco Avenue  
Laredo, TX 78040

***If to Consultant:***        **Quantcorp Construction, LLC**  
6548 Springfield Ave.  
Laredo, TX 78041  
Ph: (956) 568-2846

B. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the successors and assigns of LHA and the Consultant. When the term “Consultant” or “LHA” is used in this Contract, it shall mean and include their respective successors and assigns; provided, however, that LHA shall have no obligation under this Contract to, nor shall any benefit of this Contract accrue to, any unapproved successor or assign of the Consultant where LHA approval of a successor assign is required by this Contract.

C. Modification, Waiver and Amendment. Any modification, waiver or amendment of any of the provisions of this Contract shall be in writing and signed by both LHA and the Consultant.

D. Entire Contract. This Contract represents the complete agreement between the parties as to the matters described herein, and there are no oral understandings between the Consultant and LHA affecting this Contract not set forth herein. This Contract supersedes all previous negotiations, arrangements, agreements and understandings between the Consultant and LHA with respect to the subject matter hereof.

E. Severability. If any provision of this Contract shall be determined to be illegal or unenforceable, such determination shall not affect any other provision and all such other provisions shall remain in full force and effect.

F. Governing Law. This Contract shall be governed by and interpreted and construed in accordance with the laws of the State of Texas, and shall be subject to the exclusive jurisdiction of the state courts therein. Venue for any court action brought by either party under this Contract shall remain exclusively in Webb County, Texas. It is the responsibility of the Consultant to be informed of local, state and federal laws and requirements applicable to this Contract and to perform all work in compliance with those laws and requirements.

G. Headings. Titles of parts or sections of this Contract are inserted for convenience only and shall be disregarded in construing or interpreting its provisions.

H. Attorneys' Fees. In any action or proceeding arising out of the interpretation of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

I. Alternative Dispute Resolution. In the event of a dispute between the parties regarding the interpretation of this Contract, the parties may agree to mediation or another form of alternative dispute resolution.

J. Authority. Each of the undersigned represents and warrants that he or she has full power and authority to enter into this Contract on behalf of his or her respective party and to bind the party in accordance with its terms.

**\* The remainder of this page is intentionally left blank**

IN WITNESS WHEREOF, LHA and the Consultant have executed this Contract as of the Effective Date first above written.

**HOUSING AUTHORITY OF THE CITY OF LAREDO (LHA)**

By:                     *Maria M. Gaona*                    

Name:                     Maria M. Gaona                    

Title:                     Executive Director                    

Date:                     02/21/2022                    

**QUANTCORP CONSTRUCTION, LLC (CONSULTANT)**

By:                     *Abraham Gonzalez*                    

Name:                     ABRAHAM GONZALEZ                    

Title:                     OWNER                    

Date:                     02/21/2022

**“EXHIBIT A”**

**Request for Proposals (RFP) No. 2022-0131-1  
for Project Management Services**

**The LHA procurement documents, including the Scope of Work outlined below, are hereby incorporated and made a part of this Contract.**

**Scope of Work**

The Consultant shall work collaboratively with the LHA to provide project management services in current and future projects for the Housing Authority of the City of Laredo (LHA).

**General Requirements:**

- Assists with and often lead the day-to-day management of Agency related projects.
- Manages project budget, schedule of performance, and scope of work.
- Interacts, collaborates, oversees, and supervises third-parties including LHA staff, contractors, subcontractors, and consultants to ensure the efficient delivery of the approved project, and to assure the quality and details of the project as defined by the LHA.
- Compiles regular and requested work documentation and submits timely, professional reports. Reports include project status reports and office meeting summaries for LHA leadership.
- Adheres to all HUD and local rules, regulations, and operational norms, and performs and conducts business in a polite, professional manner.
- Performs other project and/or project management related duties, as may be assigned.

**QUANTCORP CONSTRUCTION, LLC**

  
\_\_\_\_\_  
**SIGNATURE**


02/21/2022  
\_\_\_\_\_  
**DATE**

Initials Ab

**Technical Requirements:**

- Communicates effectively and promptly using various mediums, as may be required by the LHA - including by phone, email, working group applications, etc.
- Is available, and is responsive, to work during hours outside a regular 8:00 a.m. through 5:00 p.m. work-day, and is willing to travel, as may be required; if so, usually less than 5% of the time.

**QUANTCORP CONSTRUCTION, LLC**

  
\_\_\_\_\_  
**SIGNATURE**

02/21/2022  
\_\_\_\_\_  
**DATE**

Initials AG

“EXHIBIT B”

Request for Proposals (RFP) No. 2022-0131-1  
for Project Management Services

Work Authorization (WA) # 1 – COVID-19 Public Health & Safety Project

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions, without any waiver to the Agreement dated **February 21, 2022** made by and between Laredo Housing Authority, hereinafter called the "LHA", and Quantcorp Construction, LLC of Laredo, Texas, hereinafter called "QC".

**PART 1. Scope of Work.** The purpose of this Work Authorization is defined in the **WA Scope of Work** provided by the Owner in attached hereto as **“WA #1 ATTACHMENT A”**.

**PART 2. Estimated Cost.** The estimated cost for services under this Work Authorization is **\$16,250** (amount). This amount is based upon the costs outlined in the **WA Estimated Cost Proposal** attached hereto as **“WA #1 ATTACHMENT A”**.

**PART 3. Period of Service and Project Timeline.** The project term is **90** calendar days from the Work Authorization execution date, unless otherwise extended in writing by the Executive Director. The **WA Project Timeline** is attached hereto as **“WA #1 ATTACHMENT A”**.

**PART 4: Liquidated Damages.** The daily liquidated damages for delay in performance and delivery is **\$200**, which will accrue daily, billed weekly, and to be paid by the Consultant within 15 days of billing.

**PART 5: Acceptance and Acknowledgement.** This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of **02/21/2022** (date).

QUANTCORP CONSTRUCTION, LLC:

  
\_\_\_\_\_  
SIGNATURE

02/21/2022 DATE

LHA:

  
\_\_\_\_\_  
EXECUTIVE DIRECTOR

02/21/2022 DATE

Initials Ab

**“WA #1 ATTACHMENT A”**

**Request for Proposals (RFP) No. 2022-0131-1  
for Project Management Services**

**WA Scope of Work**

- Assist with and often lead the day-to-day management of the COVID-19 Public Health & Safety Project (Building A). Including but not limited to, managing the project budget, schedule of performance, and scope of work.
- Interact, collaborate, oversee, and supervise third-parties including LHA staff, subcontractors, and consultants to ensure the efficient delivery of the COVID-19 Public Health & Safety Project.
- Compile regular and requested work documentation and submit timely, professional reports. Reports include project status reports and office meeting summaries for LHA leadership.
- Adhere to all HUD and local rules, regulations, and operational norms, and perform and conduct business in a polite, professional manner.
- Perform other project management related duties, as may be assigned.

**WA Estimated Cost Proposal**


Rate per hour \$31.25

Based on an 8 hours per day work-day. Weekly rate: \$1,250.00

**WA Project Timeline**

Project completion date: May 20, 2022.

**QUANTCORP CONSTRUCTION, LLC:**

  
\_\_\_\_\_  
**SIGNATURE**

02/21/2022 **DATE**

**LHA:**

  
\_\_\_\_\_  
**EXECUTIVE DIRECTOR**

02/21/2022 **DATE**

Initials AG

**“EXHIBIT C”**

**Request for Proposals (RFP) No. 2022-0131-1  
for Project Management Services**

**Fee Schedule**

The Consultant will receive payment for services particularized within the scope of work described in “Exhibit A.”

Payments to the Consultant will be made according to the following schedule:

Hourly Rate	Weekly Rate
\$ 31.25	\$1,250.00

**QUANTCORP CONSTRUCTION, LLC**

  
\_\_\_\_\_  
**SIGNATURE**

02/21/2022  
\_\_\_\_\_  
**DATE**

Initials AG



## Contractor Conflict of Interest Disclosure Form

The contractor identified below hereby discloses the following real or apparent conflict of interest as required by the Laredo Housing Authority's Conflict of Interest and Procurement policies, pertinent portions of which are excerpted within this disclosure and acknowledged by the contractor. This disclosure is effective as of the date of filing and does not relieve the contractor of the requirement to make further disclosure of any real or apparent conflict should any conflict arise or appear hereafter.

Contractor: Juan Caballero  
(Print name)

Date: 02/16/2020

Place your name initials next to the conflicts below that are applicable to this disclosure and describe the conflicts:

**Contractor's business is affiliated with an LHA Commissioner, employee, officer, or agent as disclosed below and will comply with LHA's Conflict of Interest Policy as excerpted below:**

\_\_\_\_\_The contractor is an employee, and the employee is an officer, director, agent, or member of, or owns a controlling interest in, the contractor's corporation, firm, partnership, or other business entity which has business dealing with the LHA.

**Name(s) of LHA Commissioner, Employee, Officer, or Agent with whom affiliated:**

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### **LHA Conflict of Interest Policy**

The public has a right to expect high standards of integrity and conduct from those in its service. Any conduct or activity which is or gives the appearance of being motivated by a desire for private gain, either for the employee or those with whom the employee has family or business ties, or who engages directly or indirectly in any financial transaction as a result of primarily relying on, or in the relaying of, information not available to the general public, is prohibited. An employee who is an officer, director, agent, or member of or owns a controlling interest in any corporation, firm, partnership, or other business entity which has business dealing with the PHA shall file a sworn statement disclosing such interest and shall refrain from participation in selection or supervision of any such business dealings.

**Contractor has not engaged, and will not engage, in conduct or an arrangement that may violate LHA's Procurement Policies (as excerpted below):**

J.C. The contractor has not and will not engaged in any conduct prohibited by the Procurement Policies below.

**LHA Procurement Policies**

**Principles and Standards of Conduct.** Members of the Board, Employees, and any others serving in an official position or acting as an agent of the PHA must discharge their duties impartially to ensure fair competitive access to procurement opportunities by responsible contractors. Moreover, Commissioners, Employees, officers, and agents should conduct themselves in such a manner as to foster the public's confidence in the integrity of the PHA procurement organization and process. Any attempt to realize personal gain through the PHA through actions inconsistent with the proper discharge of duties is a breach of trust. The Board has adopted a **Code of Conduct** and the Procurement Policy to govern the performance of Commissioners, Employees, officers, and agents engage in the award and administration of procurements and contracts, and all individuals who fail to adhere to these rules may be sanctioned appropriately.

**Conflicts of Interest.** No Commissioner, Employee, officer, or agent of the Agency shall participate directly or indirectly in the selection, award, or administration of any contract if a conflict of interest, either real or apparent, would be involved. This type of conflict would be when one of the persons listed below has a financial or any other type of interest in a firm competing for the award:

- A Commissioner, Employee, officer, or agent involved in making the award;
- A "Family" member of anyone listed above, i.e. "Family is defined as any person related within the fourth degree by consanguinity (blood) or second degree by affinity (marriage). Please list the types of relationships (i.e. spouse, brother/sister, aunt/uncle, cousin, etc.)
- His/her partner; or
- An organization which employs or is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

**Gratuities, Kickbacks, and Use of Confidential Information.** No Commissioner, Employee, officer, or agent of the Agency (or any of their Family member of these persons) shall ask for or accept gratuities, favors, or items of more than nominal value (i.e. inexpensive hat with logo) from any contractor, potential contractor, or party to any subcontract, and shall not knowingly use confidential information for actual or anticipated personal gain.


**Prohibition against Contingent Fees.** Contractors wanting to do business with the Agency must not hire a person to solicit or secure a contract for a commission, percentage, brokerage, or contingent fee, except for bona fide established commercial selling agencies.

**Suspension and Debarment.** Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined to be ineligible by HUD in accordance with HUD regulations (2 CFR §200.317 through §200.326) or by other Federal agencies, e.g., Department of Labor for violation of labor regulations, when necessary to protect housing authorities in their business dealings. Prior to issuance of a contract, Agency staff shall, as detailed within Section 10.2.H.1 and 10.2.H.2 of HUD Procurement Handbook 7460.8 REV 2, conduct the required searches within the HUD Limited Denial of Participation (LDP) system and the U.S. General Services Administration System for Award Management (SAM) and place within the applicable contract file a printed copy of the results of each such search.

**I hereby acknowledge the requirements of the LHA Conflict of Interest Policy and the LHA Procurement Policies as excerpted above and certify my compliance with these policies and their disclosure requirements. Failure on my part to disclose or comply may result in LHA seeking remedies against me including the immediate disqualification from any current or future solicitation and/or termination of any existing or future contract(s).**

Contractor: Juan Caballero  
(Print name)

Date: 6/10/2020

Signature:  \_\_\_\_\_

**LHA COMMISSIONERS' COMMUNICATION**

<b>DATE:</b> 2/22/2023	<b>SUBJECT:</b> Discussion and possible action to approve the 2023 Section 8 Housing Choice Voucher (HCV) Program Payment Standard Amounts effective April 1, 2023 using Fair Market Rents and adopt Resolution No. 23-R-04.
<b>Item #:</b> 9E	

<b>INITIATED BY:</b> Mary Gaona Executive Director	<b>STAFF SOURCE:</b> Melissa Ortiz HCV Programs Director
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**PREVIOUS BOARD ACTION:**  
On November 18, 2022, the Board of Commissioners approved item 12(H) approving the 2023 Section 8 Housing Choice Voucher (HCV) Program Payment Standard amounts effective January 1, 2023 using the published Fair Market Rents and adopted Resolution No. 22-R-09.

**Existing Payment Standard effective January 1, 2023**

	0 BDRM	2022 FMR	% FMR	1 BDRM	2022 FMR	% FMR	2 BDRM	2022 FMR	% FMR	3 BDRM	2022 FMR	% FMR	4 BDRM	2022 FMR	% FMR
Laredo	\$791	\$791	100%	\$875	\$796	110%	\$995	\$995	100%	\$1,276	\$1,276	100%	\$1,380	\$1,380	100%
Zapata	\$623	\$623	100%	\$733	\$667	110%	\$826	\$826	100%	\$1,031	\$1,031	100%	\$1,215	\$1,215	100%
Asherton	\$623	\$623	100%	\$716	\$651	110%	\$826	\$826	100%	\$1,174	\$1,174	100%	\$1,215	\$1,215	100%

**BACKGROUND:**

Pursuant to HUD's Housing Choice Voucher Program requirements, before the Housing Authority of the City of Laredo may approve any rent increase, the PHA must determine and document whether the proposed rent is reasonable compared to similar units in the housing market.

**Proposed Payment Standards effective April 1, 2023**

	0 BDRM	2023 FMR	% FMR	1 BDRM	2023 FMR	% FMR	2 BDRM	2023 FMR	% FMR	3 BDRM	2023 FMR	% FMR	4 BDRM	2023 FMR	% FMR
Laredo	\$830	\$791	105%	\$875	\$796	110%	\$1,044	\$995	105%	\$1,339	\$1,276	105%	\$1,449	\$1,380	105%
Zapata	\$654	\$623	105%	\$733	\$667	110%	\$867	\$826	105%	\$1,082	\$1,031	105%	\$1,275	\$1,215	105%
Asherton	\$654	\$623	105%	\$716	\$651	110%	\$867	\$826	105%	\$1,232	\$1,174	105%	\$1,275	\$1,215	105%

**FINANCIAL:**

The HCV renewal funding for CY2023 has increased to \$11,480,000, a difference of \$1,230,000, compared to the CY2022 funding of \$10,250,279. This increase is due to a Renewal Funding Inflation Factor of 7.5% for 2023. Due to this significant increase in CY2023 HAP renewal funding, we are recommending to increase in payment standards in order to be able to utilize this funding and provide families with a higher contract rent. Due to the current market, families are struggling to find affordable units. If this increase in funding is not utilized, we will be allocated less funding in 2024. Currently with this funding we are able to maximize our unit allocation of 1,640 monthly units.

**RECOMMENDATION:**

To approve the 2023 Section 8 Housing Choice Voucher (HCV) Program Payments Standards effective April 1, 2023 using the 2023 Fair Market Rents and adopt Resolution No. 23-R-03, as recommended by staff.



# FY 2023 FAIR MARKET RENT DOCUMENTATION SYSTEM

The FY 2023 Laredo, TX MSA FMRs for All Bedroom Sizes

## Final FY 2023 & Final FY 2022 FMRs By Unit Bedrooms

Year	<u>Efficiency</u>	<u>One-Bedroom</u>	<u>Two-Bedroom</u>	<u>Three-Bedroom</u>	<u>Four-Bedroom</u>
FY 2023 FMR	\$791	\$796	\$995	\$1,276	\$1,380
<a href="#">FY 2022 FMR</a>	\$756	\$760	\$942	\$1,222	\$1,349

The FY 2023 Zapata County, TX FMRs for All Bedroom Sizes

## Final FY 2023 & Final FY 2022 FMRs By Unit Bedrooms

Year	<u>Efficiency</u>	<u>One-Bedroom</u>	<u>Two-Bedroom</u>	<u>Three-Bedroom</u>	<u>Four-Bedroom</u>
FY 2023 FMR	\$623	\$667	\$826	\$1,031	\$1,215
<a href="#">FY 2022 FMR</a>	\$560	\$629	\$757	\$1,002	\$1,105

The FY 2023 Dimmit County, TX FMRs for All Bedroom Sizes

## Final FY 2023 & Final FY 2022 FMRs By Unit Bedrooms

Year	<u>Efficiency</u>	<u>One-Bedroom</u>	<u>Two-Bedroom</u>	<u>Three-Bedroom</u>	<u>Four-Bedroom</u>
FY 2023 FMR	\$623	\$651	\$826	\$1,174	\$1,215
<a href="#">FY 2022 FMR</a>	\$580	\$596	\$784	\$1,034	\$1,145

FMR/PS/RB Analysis - Housing Authority : TX011 Laredo Housing Authority					
Voucher Size	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Current					
FMR	\$623	\$651	\$826	\$1,174	\$1,215
Payment Standard	\$623	\$716	\$826	\$1,174	\$1,215
As % of FMR	100.0%	110.0%	100.0%	100.0%	100.0%
2023 - Year 1					
FMR	\$623	\$651	\$826	\$1,174	\$1,215
Payment Standard	\$654	\$716	\$867	\$1,232	\$1,275
As % of FMR	105.0%	110.0%	105.0%	105.0%	105.0%
2024 - Year 2					
FMR	\$623	\$651	\$826	\$1,174	\$1,215
Payment Standard	\$654	\$716	\$867	\$1,232	\$1,275
As % of FMR	105.0%	110.0%	105.0%	105.0%	105.0%
Area : Asherton					
100%					
0.77%					
Area : Laredo					
100%					
95.96%					
Area : Zapata					
100%					
3.27%					

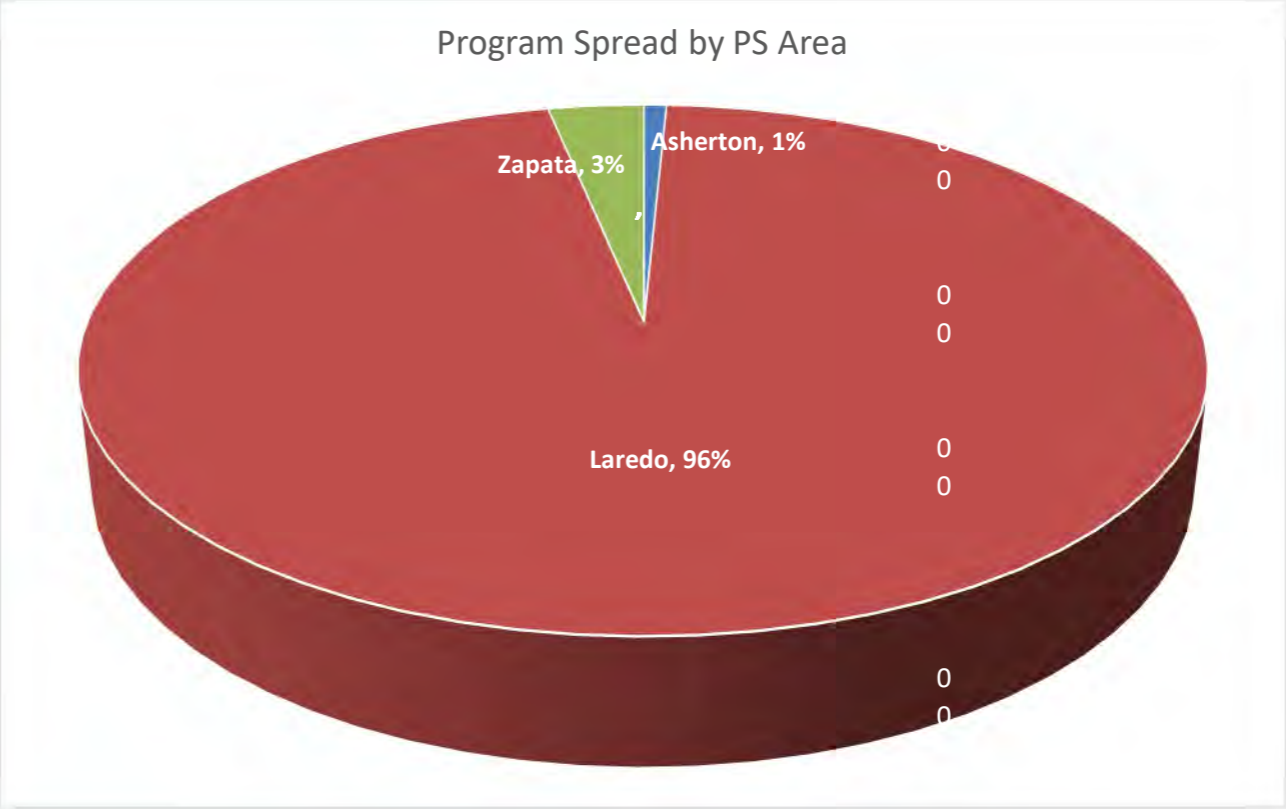
PST Guide

To Analysis Tab

Tool Notes

Based on imported information, there are 3 FMR/PS areas.

Remember, in SEMAP, rounding MATTERS (i.e. close does NOT count). Please assure your selected payment standards are, actually, between 90% and 110%.



FMR/PS/RB Analysis - Housing Authority : TX011 Laredo Housing Authority

Move to Two-Year Tool

Change FMRS/PSs

PIC Analysis      Subsidy Standard Analysis

Rent Burden: Area-Bdrm Size      PST Guide

Date of PS Change:	4/1/2023
Rent	
Utility Allowance	
Tenant Income	

If red, HUD has the regulatory ability to require an increase in payment standards.		Percent >31% rent burden:	33.2%	Percent >31% rent burden:	15.5%	Percent >31% rent burden:	14.3%	Percent >30% rent burden:	14.3%
Voucher Bedroom Size	Regular Total (222 PBVs)	~Current Rent Burden		CYE 2023 - Year 1		CYE 2024 - Year 2		CYE 2025 - Year 3	
		% >= 41%	% >= 31%	% >= 41%	% >= 31%	% >= 41%	% >= 31%	% >= 41%	% >= 31%
Efficiency	5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
1 Bedroom	415	2.9%	17.1%	2.4%	9.6%	2.4%	9.6%	2.4%	9.6%
2 Bedroom	392	9.9%	37.8%	4.3%	15.3%	4.1%	14.0%	4.1%	14.0%
3 Bedroom	483	16.6%	42.7%	8.3%	20.3%	6.8%	18.2%	6.8%	18.2%
4 Bedroom	43	20.9%	44.2%	9.3%	20.9%	7.0%	18.6%	7.0%	18.6%
5 Bedroom	0								
6 Bedroom	0								
7 Bedroom	0								
8 Bedroom	0								
9 Bedroom	0								
10 Bedroom	0								

Overall, by the end of 2024, your PUC will increase by \$19.07, or about 3.2%.

Program-Wide PUC Change from Current			
	2023	2024	2025
January	\$0.00	\$0.53	\$0.00
February	\$0.00	\$0.74	\$0.00
March	\$0.13	\$0.03	\$0.00
April	\$1.34	\$0.00	\$0.00
May	\$1.02	\$0.00	\$0.00
June	\$1.41	\$0.00	\$0.00
July	\$1.93	\$0.00	\$0.00
August	\$2.29	\$0.00	\$0.00
September	\$2.11	\$0.00	\$0.00
October	\$2.45	\$0.00	\$0.00
November	\$2.85	\$0.00	\$0.00
December	\$2.24	\$0.00	\$0.00

Roll-Up Summary				
Category	Current	CYE - Year 1	CYE - Year 2	CYE - Year 3
Monthly HAP	\$941,002	\$968,714	\$970,749	\$970,749
End of Year Change from Prior		\$27,712	\$2,035	\$0
End of Year Change (%)		2.9%	0.2%	0.0%

PUC Change Type	Program-Wide
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