

STATE OF TEXAS

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ENERGY EFFICIENCY  
CONSERVATION BLOCK  
GRANT PROGRAM  
AGREEMENT

COUNTY OF HIDALGO

**C-10-339-05-17**

This Agreement (the “Agreement”) is entered into this **17<sup>th</sup> day of May, 2011**, COUNTY OF HIDALGO (“COUNTY”), a political subdivision of the State of Texas, and **Paul M. Vazaldua Jr. D/B/A Vazaldua and Associates**, (“CONSULTANT”), a professional corporation practicing under the law of the State of Texas (also, individually, a “Party” or, collectively, the “Parties”).

**RECITALS**

WHEREAS, COUNTY has received Energy Efficiency & Conservation Block Grant (“EECBG”) funds from the United States Department of Energy (“DOE”) under The American Recovery and Reinvestment Act of 2009 (the “ACT”); and

WHEREAS, COUNTY desires to secure consulting services from the Energy Efficiency and Conservation Block Grant Program, using funds from COUNTY’s 2010 EECBG direct allocation; and

WHEREAS, CONSULTANT has agreed to provide such services for the compensation provided herein;

NOW, THEREFORE, the Parties, agree as follows:

**ARTICLE I**  
**PURPOSE**

1.01 The purpose of this Agreement is to secure consulting services for the implementation and completion of the Energy Efficiency and Conservation Strategy (the “Project”).

**ARTICLE II**  
**CONSULTANT’S SERVICES**

2.01 CONSULTANT will perform the services described in COUNTY’s Request for Qualifications RFQ No.: 2010-339 and CONSULTANT’s response thereto (collectively, the “RFQ”, attached and incorporated into the Agreement as Exhibit “A”), in accordance with the standard of care required of other CONSULTANT’s on similar projects. This shall include, but not limited to, CONSULTANT’s employment of sufficient qualified personnel and CONSULTANTS to fully and timely accomplish the services promised and agreed to in this Agreement.

2.02 CONSULTANT shall perform all of its services hereunder in a manner satisfactory and acceptable to COUNTY, represented by the Department, in keeping with the standard of care provided by other CONSULTANTS in similar projects. CONSULTANT’s Working Documents and Specifications for the Project shall be suitable for their intended use and shall include plans and profiles necessary to tie all Project Activities.

2.03 CONSULTANT's Working Documents and Specifications for the Project shall meet applicable federal, state, and local standards, codes and specifications in effect at the time of award to Contractors, including the ACT and the Americans with Disabilities Act and the Texas Accessibility Standards. CONSULTANT shall be responsible for securing all governmental approvals pertinent to the completion of CONSULTANT's work product, except that CONSULTANT shall request no waiver of any code, standard or specification without the prior written consent of the Hidalgo COUNTY Commissioners Court (the "Court").

### **ARTICLE III** **PERIOD OF SERVICES**

3.01 Services will be completed in accordance with the RFQ and the ACT.

3.02 CONSULTANT shall not be liable or responsible for any delays due to causes beyond CONSULTANT's reasonable control. Within 30 days from the occurrence of any event for which time for performance by CONSULTANT should be significantly extended under this provision, CONSULTANT may give written notice to COUNTY stating the reason for the extension and the actual or estimated time thereof.

### **ARTICLE IV** **COORDINATION WITH COUNTY**

4.01 CONSULTANT shall hold periodic conferences with the Executive Director of the Department (the "Director") to ensure that the completed Project will be consistent with Hidalgo COUNTY's policies and standards.

4.02 The Director shall act on behalf of COUNTY with respect to the work to be performed under this Agreement. The Director shall have complete authority to transmit instructions, receive information, interpret and define COUNTY's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONSULTANT's services.

4.03 COUNTY agrees to make available to CONSULTANT all existing maps, plans, field notes, statistics, compilations, and other data in its possession relative to the existing facilities and to the Project, at no cost to CONSULTANT.

4.04 All information made available to CONSULTANT will remain the property of COUNTY, and must be returned to COUNTY.

### **ARTICLE V** **FEE SCHEDULE & PAYMENT**

5.01 COUNTY shall pay CONSULTANT an amount not to exceed **\$235,503.68** for services performed under this as detailed in Exhibit B, attached hereto and incorporated herein at this point for all purposes. CONSULTANT may begin incurring costs as of **May 17, 2011**.

5.02 CONSULTANT's invoices to COUNTY shall provide complete information and documentation to substantiate CONSULTANT's charges and shall be in form to be specified by the Hidalgo County Auditor. All payments to CONSULTANT shall be made on the basis of

the invoices submitted by CONSULTANT and approved by the Director, who shall either approve or reject the invoice submitted by CONSULTANT within ten (10) days of receipt. The invoices shall conform to the schedule of services and connected costs as set out above. All Reimbursable Expenses shall be clearly shown on a separate invoice. Should the Director request additional back-up material, CONSULTANT shall comply promptly with the request. Should the Court, the Hidalgo County Auditor, or the Director determine it necessary, CONSULTANT shall make all records and books relating to this Agreement available to COUNTY or its representative for inspection and auditing purposes.

5.03 COUNTY reserves the right to correct any error that may be discovered in any invoices that may have been paid to CONSULTANT and to adjust the same to meet the requirements of the Agreement. Following approval of invoices, COUNTY shall pay CONSULTANT within 30 days after receipt by COUNTY of conforming invoice.

#### **ARTICLE VI** **CONSULTANT'S ACCOUNTING RECORDS**

6.01 CONSULTANT's records of accounts between COUNTY and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to COUNTY or its authorized representatives at mutually convenient times for a minimum of three (3) years after Final Certificate for Payment to Contractor for the completer Project.

#### **ARTICLE VII** **OWNERSHIP OF DOCUMENTS**

7.01 All of CONSULTANT's drawings and work product under this Agreement, including but not limited to tracings, drawings, CAD files, estimates, specifications, investigations, studies and other documents, completed or partially completed, will be the property of COUNTY, to be used as COUNTY desires, without restriction; and CONSULTANT specifically waives, and releases any proprietary rights or ownership claims therein. CONSULTANT is not responsible for liability arising from changes to CONSULTANT's original documents when changes occur after CONSULTANT releases those documents to COUNTY or if COUNTY uses said documents on extensions of the project or on any other project. CONSULTANT may retain copies. CONSULTANT shall be liable to COUNTY for any loss or damage to any such documents while they are in the possession of or while being worked upon by CONSULTANT or any subcontractors. CONSULTANT shall replace or restore any such lost or damaged documents without cost to COUNTY.

#### **ARTICLE VIII** **TERMINATION AND/OR SUSPENSION OF WORK**

8.01 COUNTY may, at its discretion, terminate this agreement or indefinitely suspend the work under the Agreement by giving seven days written notice.

8.02 Upon notice of suspension or termination by COUNTY, CONSULTANT shall unless notice so otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement, and shall proceed to promptly cancel all existing orders and Agreements insofar as such orders or Agreements are chargeable to this Agreement.

8.03 Within 30 days from the date of the termination of this Agreement, CONSULTANT shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination or suspension.

8.04 Neither COUNTY nor CONSULTANT shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible or circumstances beyond its control. However, notice of the impediment or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects.

#### **ARTICLE IX** **CONSULTANT'S WARRANTY**

9.01 CONSULTANT warrants that he will employ or retain the necessary personnel with the appropriate knowledge and skills to perform the work and/or services required and described in this Agreement.

#### **ARTICLE X** **EQUAL EMPLOYMENT OPPORTUNITY/ MINORITY BUSINESS ENTERPRISE**

10.01 CONSULTANT shall not engage in employment practices that have the effect of discriminating against any employee or applicant for employment and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. If non-compliance occurs, CONSULTANT, upon written notification by COUNTY, will begin compliance procedures within 30 days.

#### **ARTICLE XI** **ASSIGNMENT OR TRANSFER OF INTEREST**

11.01 CONSULTANT may not assign its interest in the Agreement without written consent of COUNTY. Any attempt to assign without COUNTY's approval will be void.

#### **ARTICLE XII** **INSURANCE**

12.01 CONSULTANT shall maintain and provide proof of insurance incorporated in this Agreement as Exhibit C, which will also include any subcontractor that is subcontracted by the CONSULTANT in at least the following limits, to be in place prior to providing any services under this Agreement and to continue at all times in force in effect during the term of this Agreement, naming the COUNTY as additional insured.

12.02 CONSULTANT shall carry Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least five (5) year extended reporting period.

12.03 CONSULTANT shall carry Comprehensive General Liability insurance policy with limits of at least Five Hundred Thousand Dollars (\$500,000.00) providing additional coverage to all underlying liabilities to COUNTY.

12.04 CONSULTANT shall carry Automobile Liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to COUNTY hereunder.

12.05 CONSULTANT shall carry Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

12.06 CONSULTANT shall carry Workers Compensation insurance in amounts established by Texas Law, unless the CONSULTANT is specifically exempt from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. Seq.

### **ARTICLE XIII** **RESPONSIBILITY FOR WORK AND INDEMNIFICATION**

13.01 Approval by COUNTY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents, and CONSULTANTS for the accuracy and competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by COUNTY for any defect, error, or omission in the designs, working drawings, and specifications or other documents prepared by CONSULTANT, its employees, subcontractors, agents, and CONSULTANTS.

13.02 CONSULTANT shall indemnify and hold harmless COUNTY from any and all damages, loss or liability of any kind whatsoever, including costs of litigation and attorney's fees, occasioned by any negligent act, error or omission of CONSULTANT, its officers, agents, employees, or other persons for whom CONSULTANT is legally liable, in rendering or failing to render services with regard to the performance of this Agreement.

### **ARTICLE XIV** **SEVERABILITY**

14.01 If anyone or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect that provision shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

### **ARTICLE XV** **ESTIMATES OF COST**

15.01 Project Cost or CONSULTANT Cost provided for herein are to be made on the basis of its experience and qualifications and represent its best judgment as a professional familiar with the project. The compensation stated in *Appendix B* attached hereto and incorporated herein

Exhibit "B" shall represent CONSULTANT's full compensation for performing the entire Scope of Work as stated in *Appendix A* and as stated in *Appendix A-1* (Project Scope of Work and Timeline) to be performed on COUNTY properties listed in *Appendix C* (attached hereto in Exhibit "B") as required by this CONSULTANT Agreement. CONSULTANT is not entitled to any payment until CONSULTANT furnishes an Insurance Certificate in complete conformity with the CONSULTANT Agreement.

15.02 Commitment of Current Revenues Only. In the event that, during any term, hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of COUNTY under this Agreement, COUNTY may terminate this Agreement upon sixty (60) days written notice to CONSULTANT. COUNTY agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of COUNTY pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

#### **ARTICLE XVI** **INTEREST IN COUNTY CONTRACTS PROHIBITED**

16.01 No officer or employee of COUNTY shall have financial interest, direct or indirect, in any Agreement with COUNTY, or shall be financially interested, directly or indirectly, in the sale to COUNTY of any land, materials, supplies or service, except on behalf of COUNTY as an officer or employee.

#### **ARTICLE XVII** **COMPLIANCE WITH LAWS AND ORDINANCES**

17.01 CONSULTANT shall comply with all Federal, State and Local laws and ordinances applicable to COUNTY for the work or services under this Agreement, the Americans with Disabilities Act, 42 U.S.C. 12101, et seq., and the Texas Accessibility Standards.

17.02 CONSULTANT shall also comply with the ACT- and Other Program Requirements pursuant to Public Law 111-5 of the Act.

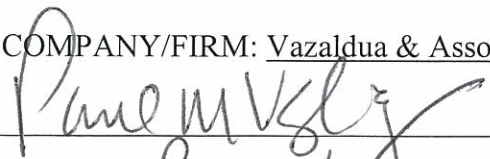
#### **ARTICLE XVIII** **ENFORCEMENT, VENUE, GOVERNING LAWS AND NOTICES**

18.01 This Agreement shall be performable in Hidalgo County, Texas, and if legal action is necessary by either Party with respect to the enforcement of any or all its terms or conditions, exclusive venue shall lie in Hidalgo County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

18.02 CONSULTANT's proposal is incorporated into Exhibit "A" in order to provide COUNTY and CONSULTANT with a complete understanding of the Project, its requirements and the scope of CONSULTANT's services. If there is a conflict between this Agreement and the Proposal, this Agreement shall govern unless otherwise specifically agreed to between COUNTY and CONSULTANT in writing.



COMPANY/FIRM: Vazaldua & Associates

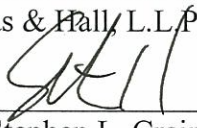
By: 

Printed Name: Paul M Vazaldua Jr.

Title: Owner

Approved on Commissioners' Court: May 17, 2011

APPROVED AS TO FORM:  
Atlas & Hall L.L.P.

By: 

Stephen L. Crain

5/31/11

## **Exhibit “B”**

- **Appendix A-Scope of Work**
- **Appendix A-1-Project Scope of Work Timeline**
- **Appendix B-Project Costs and Payment Schedule**
- **Appendix C-List of Buildings**

## APPENDIX A

### SCOPE OF WORK

- Complete energy studies (audit) of facilities that will result in significant short- term and long-term energy as well as O&M reduction
- Establish energy policy and procedures for County facilities
- 5 year Energy Efficiency Plan
- Conduct training for County employees
- Assist the County with DOE reporting

#### **Deliverables**

##### Energy study deliverables

- Review of energy usage at listed County facilities
- Analysis of energy efficiency at listed facilities
- Identification of possible retrofit options
- Short- and long-term recommendations for promotion of energy efficiency and conservation
- Cost estimates for recommendations
- Payback analysis

##### Deliverables beyond the energy study

- Review of best practices and development of new energy policies
- Develop strategy to guide County's efforts for energy efficiency and conservation for next five years, complete with recommendations for improvement
- Identification of possible funding sources
- Training to promote energy efficiency and conservation
- Assistance in preparing monthly DOE reports
- Public input
- 5- Year Plan
- Timelines and estimated costs per task

## Appendix A-1 Project Scope of Work and Timeline

Project Prep	Initial Site Survey	Tech On-Site Work	Engr On-Site Work	Post	Task	Estimated Duration
X					Identification of possible retrofit options	2 Weeks
	X				Walk down the buildings with county personnel	
X					Obtain list of deferred maintenance items	
X					Obtain occupancy schedule	
X					Identify, locate, and review all active control systems	
X	X				Gather all plans and construction documents after walkthrough to better understand relevance of documents	
X					Calculate Building EUIs - kBtu/sq. ft - kWh/sq ft. - Gas separate kBtu/sq. ft.	
X					Calculate kWh utilization per kW demand	
X					Sort buildings by energy saving potential	
					Insert building consumption data into the ENERGY STAR Portfolio Manager	
					Retail electric portfolio review	
	Data				Select locations for sub meters	
	Data				Install Sub-Meters	
	X				Begin base-lining building energy use and major equipment energy use	
	Data				Prepare for before and after retrofit M&V	
	X				Document Assimilation and Organization	
X					Drawings will be organized by site and date - current drawings will be	
X					Drawings will be scanned for use on this project and future county use	
X					Drawings will be returned and filed and electronic files provided to county	
X		X			Airside Systems	
X	X				Buildings with multiple zones will be indentified	
					Presentation to Commissioner's Court and general public	5 Weeks
		SDP			Thermostats will be located on the documents	
		SDP			The floor plan area controlled by the thermostat will be color coded on the drawing	
		SDP			The air system supplying the color coded zone will be identified	
		SDP			Airside equipment list will be copied from the drawings by building and placed in Equipment binders for future verification	
		SDP			Building Plant Equipment	
					Presentation to Commissioner's Court and general public	
		SDP			Rooftop Units, Split Systems, Chillers and Boilers will be identified on the drawings	
		SDP			Equipment list will be produced by building and placed in Equipment binders for future verification	
		SDP			Emergency engines, pumps, large fans will also be listed	
		Data			Add Sub-metering equipment if required	
		SDP			Building Envelope	
		SDP			Roof, wall, and window construction will be documented from the drawings	
		SDP			Lighting	
		SDP			Lighting types will be noted and rough counts be performed from the	
		SDP			Electrical Distribution	
		SDP			Main substations and panels will be located on the drawings	
		SDP			Building Control Systems	
		SDP			Document control systems	
		SDP			Document control sequence of operation	
					Presentation to Commissioner's Court and general public	

Project Prep	Initial Site Survey	Tech On-Site Work	Engr On-Site Work	Post	Task	Estimated Duration
			X		Review of existing information and plan for site inspections	5 Weeks
			X		The EUI, equipment lists, envelope and lighting systems will be reviewed	
			X		The buildings that should be modeled will be identified	
			X		The focus for each building will be planned for the site visits	
			X		Site Visits	
			X		The site visit teams will arrive and survey the buildings	
			X		The teams will verify the equipment list and follow the site visit plan	
			X		The teams will verify control systems and thermostat locations	
			X		The teams will make observations outside the plan if constructive	
			X		The teams will note roof condition and age	
			X		Lights will be counted if site is identified for possible lighting retrofit	
			X		Dimensions will be verified and information required for modeling will be gathered on those building to be modeled	
					Presentation to Commissioner's Court and general public	
			X		Coordinate changes in operations to be immediately implemented with county staff	
			X		Develop list of low/no cost energy savings measured to be provided by county staff	
			X		Report findings to project team	
			Data		Add sub-metering equipment if required	
			X		Develop Recommendations	
			X		Evaluate and assess results for building surveys	
		X	X		For identified buildings only, models will be performed and reviewed	
		X	X		Analyze sub-metered data	
			X		Cost estimates for short-term and long-term recommendations	
			X		Determine M&V plan and cost for energy saving measures	
			X		M&V deemed savings projects	
			X		M&V partial documented savings	
			X		M&V fully documented savings check sub-metered base line data	
			X		Estimate probable construction cost of measures	
			X		Identification of possible funding sources, rebates and incentives	
			X		Review Federal, State, Utility, and Power Provider project funding programs	
			X		Payback Analysis	
					Presentation to Commissioner's Court and general public	
			X		Perform final savings calculations for all measures	
			X		Perform simple payback calculations for all short-term recommendations	
			X		Perform life cycle cost calculations for all long-term recommendations	
			X		Short-term and long-term recommendations to promote energy efficiency and conservation	
			X		Make final recommendations for the energy saving projects	
			X		A review of existing energy policies and a list of recommend policies to increase energy efficiency and conservation	
			X		Gather best practices from all sources	
			X		Investigate staff operations and best fits for policy success	
			X		Determine policies to encourage behavioral changes	
					Design and installation strategies for energy efficient equipment and	
					Presentation to Commissioner's Court and general public	

Project Prep	Initial Site Survey	Tech On-Site Work	Engr On-Site Work	Post	Task	Estimated Duration
			X		Determine proper energy policies for Hidalgo county	4 Weeks
			X	X	A strategy that will guide the county's efforts for energy efficiency and conservation for, at least the next five years with recommendations on improvements, recommendation timelines and estimated cost per task	
				X	Combine all findings into a focused strategy to maximize the county's return on investment in energy reduction	
			X		Ensure that identified deliverables are achieved and included in final report	
				X	Work with staff to develop understanding of importance of energy	
				X	Introduce program to staff	
				X	Provide implementation training for county staff	
				X	Provide behavior change training for county staff	
					Presentation to Commissioner's Court and general public	

Notes

1. The overall intent of this project is to provide the County of Hidalgo detailed energy studies for the buildings listed to establish energy consumption base lines and estimated savings for accountability reporting.
2. "Data" refers to data systems for metering, monitoring and alarming.
3. "SDP" (Site Data Package) refers to on-site collection of building information .
4. Due to unforeseen events, this is not a rigid schedule where the tasks are completed "back-to-back," but rather a guideline for the completion of the different phases. As the project progresses, some tasks will be conducted concurrently, some will require an extended period of time and some tasks will require increased man-hours.
5. A presentation and project progress update will be presented to the Commissioner's Court every two weeks.
6. Consultant waives and releases any proprietary rights or ownership claims therein.



**Appendix B**  
**Project Costs and Payment Schedule**

<b>Consultant Pay Schedule</b>				
Cycle	Invoice Date	Tasks	%	Amount
Total Price =>			100.0%	\$ 235,503.68
Retainer =>			10.0%	\$23,550.37
Net =>			90.0%	\$211,953.31
0.5	5/26/2011	SOW Tasks completed for Week 1-2	15.0%	\$35,325.55
1	6/9/2011	SOW Tasks completed for Week 3-4	15.0%	\$35,325.55
1.5	6/23/2011	SOW Tasks completed for Week 5-6	15.0%	\$35,325.55
2	7/7/2011	SOW Tasks completed for Week 7-8	15.0%	\$35,325.55
2.5	7/21/2011	SOW Tasks completed for Week 9-10	15.0%	\$35,325.55
3	8/4/2011	SOW Tasks completed for Week 11-12	15.0%	\$35,325.55
Retainer	8/18/2011		10.0%	\$23,550.37
<b>Total Payment =&gt;</b>			<b>100.0%</b>	<b>\$235,503.68</b>



## Appendix C

### List of Buildings

Facility	Address	Built - Renovated	SqFt	Total SqFt % of Total	Hours of Ops	Notes
1 Adult Detention Center	Cibolo Rd	78541 TX	273,527	34.4%	24/7	M - Sun
2 Old Admin. Bldg	100 E. Cano	78539 TX	105,280	47.7%	7am - 6pm	M - F
3 Court House	100 N. Clossner	78539 TX	93,000	59.4%	7am - 6pm	M - F
4 Pct 3 Multiplex	722, 724, & 730 Breyfogal	78572 TX	60,000	67.0%	7am - 6pm	M - F
5 New Admin. Bldg	2818 S. Bus. 281	78539 TX	55,552	74.0%	7am - 6pm	M - F
6 Elections Office Bldg	101 S. 10th Ave	78539 TX	40,000	79.0%	?	?
7 CO Health, 130,	304 S. 25th Avenue	78542 TX	36,540	88.6%	?	?
8 Law Enforcement Center	Cibolo Rd	78541 TX	30,154	92.4%	24/7	M - Sun
9 Pct 1 Multiplex	1902 Joe Stephens	78596 TX	19,000	97.1%	7am - 6pm	M - F
10 Academy	Cibolo Rd	78541 TX	14,036	98.9%	8am - 10 pm	M - F
11 Motor Pool Building	Cibolo Rd	78541 TX	8,860	100.0%	8am - 7pm	M - F
			<u>735,949</u>			

#### Notes.

- 1 Currently under renovation.
- 2 Square feet estimated.

**Exhibit “C”**  
**INSURANCE**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/26/2011

292-7112

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> PAC INSURANCE 515 W NOLANA SUITE A MCALLEN TX 78504 956 687-2722	<b>CONTACT NAME:</b> CYNTHIA VARGAS <b>PHONE (A/C, No, Ext):</b> 956 687-2722 <b>FAX (A/C, No):</b> 956 618-5941 <b>E-MAIL ADDRESS:</b> SANVARGAS34@YAHOO.COM <b>PRODUCER CUSTOMER ID#:</b> 00012559													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: OEMGA INSURANCE</td> <td>GC0CL</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: OEMGA INSURANCE	GC0CL	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
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INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> VAZALDUA AND ASSOCIATES PAUL VAZALDUA 3400 N MCCOLL SUITE A MCALLEN TX 78501														

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WYVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			GC0CL	04/26/2011	02/10/2012	EACH OCCURRENCE \$500,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The County of Hidalgo is an additional insured as respects to general and auto liability, as required by written contract.

<b>CERTIFICATE HOLDER</b> THE COUNTY OF HIDALGO 2802 S BUS HWY 281 EDINBURG TX 78539 ADDITIONAL INSURED	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE CYNTHIA VARGAS
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*AHN: CRIS Villareal*  
**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
**05/12/2011**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b>  Connect Insurance 905 W FM 495 Ste 4 San Juan, TX 78589	<b>CONTACT NAME:</b> Oscar Martinez
	<b>PHONE (A/C, No, Ext):</b> 956-782-8191 <b>FAX (A/C, No):</b> 956-783-9413 <b>E-MAIL ADDRESS:</b> jeremy.pool@connectnyinsurance.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  PAUL VAZALDUA DBA: VAZALDUA AND ASSOCIATES 3400 N MCCOLL STE 8 McAllen, TX 78501	<b>INSURER A:</b> <b>PROGRESSIVE</b>
	<b>INSURER B:</b> <b>USLI</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:** 00019914-6563      **REVISION NUMBER:** 3

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. EXC. <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<b>N</b>	<b>05321636</b>	<b>05/12/2011</b>	<b>05/12/2012</b>	COMBINED SINGLE LIMIT (EA accident) \$ <b>500,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<b>N/A</b>				WC STATUTORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>B</b>	<b>PROFESSIONAL LIABILITY</b>	<b>N</b>	<b>SP00253690</b>	<b>05/11/2011</b>	<b>05/11/2012</b>	1,000,000      1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Hidalgo County is named as additional insured as respects to general and auto liability, as required by written contract.  
 Scheduled Auto Chevrolet Equinox VIN # 2CNALBEC7B6232854

<b>CERTIFICATE HOLDER</b>  COUNTY OF HIDALGO	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (CMA)

**2. AI-26608 Designated Purpose Level 0 (1280):**  
 Approval of 2011 appropriation/transfer from General Fund unreserved fund balance (1100) to Hurricane Alex (1280) in the total amount of \$123,609.53 (75% of FEMA Reimbursement) as per Texas Local Government Code Section 111.070 to address emergency expenditures related to Hurricane Alex.

approved

**B. Salary Schedule Changes:**

**1. AI-26638 Employee Benefits Division (Funds 2201 & 2202):**  
 a. Approval to create the following full time positions:

approved a-c

Department/ Program	Slot No.	Position Title	Classification	Salary
DBM- Health Benefits Adm 115-009	012	Accountant IV	G14,S1	\$50,487.00
DBM - W/C Division 115-065	012	Claims Investigator I	G11,S1	\$40,078.00

b. Approval of appropriation(s) of funds.  
 c. Approval of revised salary schedules.

**19. Purchasing Department - Marty Salazar:**

**Notes:**

**A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRANET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

**A. Hidalgo County**

nothing to report

**1. Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

**2. Presentation for discussion, consideration and action**

nothing to report

Including, but not limited to, the following items in connection with New Adult Detention Center:  
 a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage  
 b) Construction of additional pod(s)  
 c) Selection and engagement of an architect for the construction of additional pods

**3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:**

nothing to report

a) Renovations of administration building  
 b) Other ongoing county owned building construction, renovation repair projects  
 c) Emergency situations occurring since last agenda meeting

**4. AI-26572 Discussion and action on the following in connection to RFB NO: 2011-010A-03-09-SGS-Mats-Dust Mops and Shop Rags-Hidalgo County;**

approved

a. Requesting rescission of action taken on 04/26/11-AI#25961 for the award of bid and approval of a contract - specifically with UniFirst Corporation including Product #3-Wipes (through the drawing of lots) inasmuch as vendor is refusing to execute contract for the three (3) awarded items as detailed in e-mail attached herein; and,

approved

b. Approval to award the three items above (originally awarded to UniFirst) to next low bidder- G&K Company and inclusion of said items in their contract.

**5. AI-26616 Acceptance and approval of the final negotiated contract/agreement (viewed and approved as to**

approved

form by legal counsel) which includes the best and final offer with Vazaldua and Associates for "Consulting Services for Hidalgo County Energy Efficiency and Conservation Strategy" project. (RFQ No.: 2010-339-10-20CGV)

6. **AI-26583** Requesting approval to declare as surplus numerous items and vehicles (County-owned and/or Seized) for the purpose of disposition through auction as set forth through Texas Local Government Code 263.152.(a)(1) and as further detailed on the Exhibit attached hereto.

approved

**B. Pct. 2**

approved

1. **AI-26555** Acceptance, and approval of Work Authorization No.1 with estimated cost of \$6,180.90 for LJ Lateral Drainage Improvements Phase 2 - Alamo Road Crossing Project with Raba-Kistner Consultants, Inc. to provide construction material testing services to Hidalgo County Precinct No.2 - C-11-110-04-12.

approved

2. **AI-26604** a. Requesting exemption from competitive bidding requirements pursuant to Texas Local Government Code, Chapter 262, Section .024 (a) (7) (C), '...an item that can be obtained from only one source, including, ... other utility services...';

approved

b. Approval of the Sole Source Declaration for Texas Eastern, a wholly owned subsidiary of Spectra Energy Transmission, LLC including the purchase of goods and/or services related to the modification of the pipeline crossing for the El Gato Road Improvement Project;

**C. Pct. 3**

approved

1. **AI-26585** Requesting authorization/approval to request proposals from awarded Job Order Contractors (through County's membership and participation in various cooperative purchasing programs/association, etc.) for the repairs & renovations to Anzaldua's Boating Dock & Floating Ramp project #2011-156-OGG :

a. Herrera & Hunt Inc. and Alpha Building Corporation (awarded through Hidalgo County's membership/participation with Harris County Department of Education's JOC Program); and CAS Companies JOC thru TCPN Contract #R-5004 as approved on 05/24/10 so as to determine the best value under TX . Local Government Code 271.113; or, in the alternative;

approved

b. Request authority to proceed with sealed procurement process through conventional construction method and approval to advertise same with plans and specifications.

**D. Pct. 4**

approved

1. **AI-26602** Approval of Amendment No. 1 to Lease Agreement #C-11-026-03-21 with O E Investments, Inc. for the "LEASE OF TOWER SPACE" for Hidalgo County Sheriff's Office (approved by CC 03/21/11)

**E. Colonia Access Program Pct. 3**

approved

1. **AI-26573** a. Recommendation by project engineer, Javier Hinojosa Engineering for action to rescind bid awarded to SDM Partners on 02-22-11 for the BCAP project listed/detailed below for failure by vendor, SDM Partners to obtain and provide required bonds for the following:

1. C-CAP-10-379-02-22 Road & Drainage Construction for La Suena Subdivision.

approved

b. Recommendation by project engineer, Javier Hinojosa Engineering for CC to award bids on the project listed in caption item above to the next lowest bidders meeting all specification for the listed BCAP projects.

1. Asago, LLC DBA Asago Construction \$299,000.00 C-CAP-10-379-02-22 Road & Drainage Construction - La Suena Subdivision

**F. Colonia Access Program Pct. 4**

**AI-26616**

**19.A.5.**

**Final Negotiated contract for "Consulting Services for Energy Efficiency and Conservation Strategy" project.**

**CC REGULAR**

**Date:** 05/17/2011  
**Submitted By:** Gricelda Villarreal, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department      **Sub-category:** Hidalgo County

**Information**

**CAPTION**

Acceptance and approval of the final negotiated contract/agreement (viewed and approved as to form by legal counsel) which includes the best and final offer with Vazaldua and Associates for "Consulting Services for Hidalgo County Energy Efficiency and Conservation Strategy" project. (RFQ No.: 2010-339-10-20CGV)

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 1      **ACCT. #:** 1-1287-431-00-110-074-3-311  
**FUNDS AVAILABLE Y/N?:** YES      **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
 REF: AI 22911 cc 09-14-10  
 \$250,000.00 available funds as of 05-12-11.

**Attachments**

- Link: [Negotiation Memo](#)
- Link: [agreement](#)
- Link: [insurance](#)
- Link: [appendix](#)
- Link: [liability ins.](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/12/2011 11:34 AM	APRV
2	Budget & Management	Erika Zamora	05/12/2011 12:01 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	05/12/2011 02:31 PM	APRV
4	Auditor's Office		05/12/2011 05:18 PM	NEW
Form Started By: Gricelda Villarreal			Started On: 05/11/2011 01:49 PM	
Final Approval Date: 05/12/2011				