

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



COMPANY/FIRM: Vazaldua & Associates

By:

Paul M Vazaldua Jr.

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:

SLC

Stephen L. Crain

5/31/11



# Purchase Order COUNTY OF HIDALGO

PO#: 660229

DATE: 07/07/11

Page No 1 Of 1

VENDOR: 356948

REQ:00198674

Email:

Phone: (956) 451-6775

VAZALDUA & ASSOCIATES

205 W IRIS

MCALLEN TX 78501

Vendor Acct:

BUYER:

SHIP TO: COUNTY JUDGE

100 E. CANO STREET

2ND FLOOR

EDINBURG TX 78539

CONTACT:

SITE: COUNTY JUDGE

Contract No: C-10-339-05-17

Special Instructions:

### VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	DO NOT DUPLICATE ORDER  C-10-339-05-17  CC Blanket purchase order for consulting services (Energy and Efficiency Conservation Strategy)  REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233  Total	235,503.68	235,503.68         235,503.68
		***** For Hidalgo County use only 1-1287 431 00 110 074-3-311	235,503.68	
		Approved _____		

Authorized by: \_\_\_\_\_

*Martha L. Salazar* *mls*