
From: Paul Vazaldua [mailto:paulmv555@yahoo.com]

Sent: Thursday, July 12, 2012 12:20 PM

To: jaime.longoria@co.hidalgo.tx.us; Martha Salazar; Donnie Herrin

Subject: Request for Contract Extension and Request for Assignment of Payment

I would like to request that the County Purchasing Department place an item on the agenda requesting an item on the agenda pursuant to Section 3.2 of our contract. The delay in receiving utility bills has caused a trickle effect for items which need to be completed to ensure contractual obligations. Other requests were made to County of Hidalgo such as setting up meeting with Public Information Officer for public information purposes. Additionally, our office holds emails requesting that a training calendar be in place to commence training sessions, to date we have not received that nor the number of attendees.

According to our records there are \$58,875.92 yet to be invoiced by Vazaldua and Associates for the Energy Study project.

At this time I would agree that the following assignments be made:

Invoice Number Six: \$35,325.55

Check to Vazaldau and Associates \$3,000.00 and check to EKG \$32,325.55

Retainer:

Check to Vazaldua and Associates \$2,875.00 and check to EKG 20,675.37

Paul M. Vazaldua, Jr.
Principal Consultant

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"Dream as if you'll live forever, live as if you will die today" James Dean

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 17th 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

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.

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: [Signature]

Stephen L. Crain

5/3/11

**Revised Appendix B
Project Cost and Payment Schedule**

Consultant Pay Schedule			
Cycle	Invoice Date	%	Amount
Total Price =>		100.0%	\$ 235,503.68
Retainer =>		10.0%	\$23,550.37
Net =>		90.0%	\$211,953.31
0.5	6/28/2011	15.0%	\$35,325.55
1	7/12/2011	15.0%	\$35,325.55
1.5	7/26/2011	15.0%	\$35,325.55
2	8/9/2011	15.0%	\$35,325.55
2.5	8/23/2011	15.0%	\$35,325.55
3	12/15/2011	15.0%	\$35,325.55
Retainer	2/13/2011	10.0%	\$23,550.37
Total Payment =>		100.0%	\$235,503.68

