

THE STATE OF TEXAS :
:
COUNTY OF HIDALGO :

SERVICE CONTRACT
C-09-006-03-03

~~THIS CONTRACT is made and entered into this day 3rd of March, 2009 by and between the~~
COUNTY OF HIDALGO, TEXAS ("County"), and **Thyssenkrupp Elevator Corporation**, a
Texas Corporation ("Company").

WHEREAS, Company responded to bids requested for "**Maintenance & Repairs for Elevators Located in County Owned Buildings**" (the "Services") for Hidalgo County; and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County** for Maintenance & Repairs for Elevators Located in County Owned Buildings as specified in the specifications attached hereto as Exhibit "A". This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Director of Buildings and Grounds or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning, **March 4, 2009** and ending on, **March 3, 2010**. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses and expenses including attorney=s fees for any action resulting from personal injury and/or property damage against the County to the extent arising out of, resulting from or connected with the provision of services by the Company under this Contract. Said indemnity shall include coverage of any negligent act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. In no event shall Company be liable for special, indirect, consequential or liquidated damages for default or delay caused by the County.

12. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

13. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
 Attn: County Judge
 100 E. Cano
 Edinburg, Texas 78539

If to Company: Thyssen Krupp Elevator
 ~~Attention: "Gregg Laznovsky, Sales Manager"~~
 5449 Bear Lane, Suite 406
 Corpus Christi, TX 78405

14. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, 2009

Approved on Commissioners' Court March 3, 3009

COUNTY OF HIDALGO

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

COMPANY: Thyssen Krupp Elevator Corp.

By: _____

Printed Name: _____

Title: _____

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

By: _____
Steve L. Crain

EXHIBIT "A"

SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY
"MAINTENANCE & REPAIRS FOR ELEVATORS
LOCATED IN COUNTY OWNED BLDGS"
2009-006-02-23-MEG

SPECIFICATIONS/REQUIREMENTS

SCOPE: This contract is a full service type of contract. Vendor shall provide all parts, labor, and materials necessary for the maintenance and repair of elevators listed below, using trained mechanics, employed and supervised by Vendor. Mechanics shall be qualified to maintain elevators and related equipment in compliance with State requirements (passing State inspections) and in proper operating condition at all times, making necessary repairs, adjustments, and performance of preventive maintenance.

GENERAL PROVISIONS

SCOPE OF CONTRACT: This is a firm fixed-price, fixed quantity contract calling for delivery of the products or services at the stated prices submitted by the Bidder. Upon acceptance of a bid by Hidalgo County Commissioners and issuance of a Contract Award by the products or services at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and General Provisions contained herein.

CHANGES: The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:

- (a) Description of services to be performed.
- (b) Time of performance (i.e. hours of day, days of week, etc.)
- (c) Place of performance of the services.
- (d) Correction of errors of a general administrative nature or other mistakes, the Correction of which does to affect the scope of the contract, or does not result in expense to the Vendor.

LOCATIONS: To the following elevators to be serviced, but not limited to:

Hidalgo County Administration Bldg.
100 E. Cano
Edinburg, Texas 78539

4 Elevators:
2 to Second Floor only, on West side and
2 to Fifth Floor on East side.

Hidalgo County Courthouse Bldg.
100 N. Closer (HSO Substation)
Edinburg, TX 78539

2 Elevators:
1 to Basement only, on East side.
1 to Third Floor only, on East side and

POC: Daniel Flores, Director of Buildings & Grounds
956-318-2646 x 2647

EQUIPMENT

The following is a list of equipment to be serviced.

(A) HYDRAULIC ELEVATORS: Power Unit, pump motor and controller, valves, including relief valve, pilot, lowering, leveling and check valve, or any parts thereof, "V" belts, strainers, springs and gaskets, control relays, solid state control components, contacts, coils, timers, magnet frames and controller wiring, traveling cables and components for the entire operating circuit, plunger, guide bearings, packaging and packing gland, guide rails and guide shoes.

REPLACEMENT PARTS: Vendor shall supply at this expense, all parts, components, or devices for equipment outlined in Paragraph (A) Hydraulic Elevators as follows:

- (a) Worn, broken or inoperable parts or components shall be repaired or replaced with new parts, components or devices.
- (b) Parts shall be of the newest design available provided they are compatible with end-use equipment and functionally equivalent.

1. Vendor shall provide all lubricants which are especially prepared or compounded to maintain hydraulic fluid to proper operating level. Vendor shall make repairs, adjustments, or elevators at all times, and perform those services which may be required before the next scheduled inspection.

(B) ELECTRIC ELEVATORS: Machine, motor, generator and controller parts including work gears, thrusts, bearings, brake magnet coils or brake motors, brake magnet coils or brake coils contacts, resistance for operating and motor circuits, magnet frames and other moving parts, shall be inspected, adjusted, or repaired and maintained in proper operating condition.

1. Vendor shall replace all wire reopens, equalize tension all hoisting roses, and repair or replace conductor cables as necessary to maintain safe operating condition of elevators. Vendor shall replace shoe gibes or guide rollers if necessary to insure smooth and quiet operation and where roller guides are used, to keep guide rails properly lubricated. He shall also make periodic examination of all safety devices and governors and make customary annual safety tests.

2. Vendor shall conduct an inspection of all elevators covered by this contract within ten (10) days after Notice of Award to insure safe operation. Elevators found to be unsafe shall be reported immediately, in writing, to the Attention of Hidalgo County Buildings & Grounds Director Daniel Flores, stating the nature of the unsafe condition and recommended corrective action necessary.

SITE VISIT: Bidders must examine elevators, prior to submitting bid. Bidder shall not be relieved of responsibility for properly estimating, cost of service required or condition of existing equipment because of his failure to investing and inspect the equipment, because of his failure to investigate and inspect the elevators. The visit must be coordinated in advance with Mr. Daniel Flores, Director, Hidalgo County Buildings & Grounds at (956)318-2646/ 2647.

EXCLUDED ITEMS: Vendor shall not be held responsible for refinishing, repairing, or replacement of car enclosures, car doors, hoist way enclosures, hoist way door panels, frames and sills, light fixtures and lamps, main line power switches, breakers and feeders to controller, underground and emergency car light and battery, smoke and fire sensors with related control equipment not specifically part of elevator controls, or parts damages through abuse, misuse, or negligence by county employees or others using elevators as a public conveyance and vandalism.

MAINTENANCE PROCEDURES AND RECORDS: Vendor shall employ a systematic schedule of inspection and service based on calendar periods, operating hours, manufacturer's recommendations, and/or good commercial practice. A minimum of one (1) inspection per month for each elevator shall be made for all elevators.

(a) A record of each inspection, repair, or service shall be maintained showing as a minimum, date of service, technician's name, detail of service performed, equipment repaired or serviced, and signature of the Director, Hidalgo County Buildings & Grounds, or his/her representative. ~~Vendor shall submit the original service records to the Director, Hidalgo County Buildings & Grounds, at the end of each month.~~ Clearly written maintenance logs for each unit serviced shall be kept in the appropriate machine rooms, and dated monthly as per inspection. Perform annual or five (5) year no-load safety test as required by American National Standards Industry using ANSI/ASME-A17.1.1987 Code and Section 1002 & 1004.

(b) Safety tests must be completed at least one month prior to, but not more than two months, prior to expiration date.

SERVICE CALLS: Vendor shall provide service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) On-site response within two (2) hours after call, on a twenty-four (24) hour-a-day basis, everyday, including weekends and holidays.

(b) Vendor shall provide a current list of individuals responsible for providing service to Director, Hidalgo County Buildings & Grounds. List will include name, telephone number, and date when list was issued. The list will be updated as required. Automatic telephone answering or recording device numbers are not acceptable.

(c) In addition to the name and number of technician provided, one additional telephone number of someone within the company management structure shall also be given. This additional number is not be used unless there has been no response to service calls within two (2) hours.

(d) Service calls may only be made by those individuals identified in writing, a copy of such listing to be provided to the Vendor within ten (10) days by the Director, Hidalgo County Buildings & Grounds.

(e) A supervisor/lead-mechanic must be assigned who possesses the same training/certification requirements as the servicing mechanics. This individual's phone number must be included in the list submitted above in the event of emergencies.

EMERGENCY CALLS: Emergency calls shall be limited to situations in which people are trapped in a non-working elevator or which involve safety hazards to human life and/or damage to property. Such situations, as determined by the Director, Hidalgo County Buildings & Grounds, or a designated representative, shall require immediate response. Routine repairs and maintenance calls shall not be classified as an emergency. Emergency calls shall be handled as follows:

(a) Director, Hidalgo County Buildings & Grounds, or his/her representative shall call the Vendor as an emergency as defined above. Vendor shall respond on a twenty-four (24) hour-a-day basis, (7) days a week.

(b) Vendor shall provide immediate response and have a technician on-site without delay.

(c) In the event Vendor fails to respond in an appropriate or timely manner, the Director, Hidalgo County Buildings & Grounds, shall be free to take whatever action is necessary to protect life or property. Any costs or damage associated with such action shall be the responsibility of the Vendor at the Vendor's expense.

(d) At the request of the Director, Hidalgo County Buildings & Grounds, Vendor shall provide appropriate emergency training to Hidalgo County employees.

ACCESS TO BUILDING: Vendor and designated representative of Hidalgo County Buildings & Grounds, Daniel Flores Director, shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hours points of access, and other information necessary to insure optimum convenience to all concerned.

PROTECTION OF PROPERTY AND PREMISES: Vendor shall use the same care and protection of all equipment and facilities covered by this contract which any reasonable person would apply to his own property. Waste or damage costs as determined by Hidalgo County shall be paid by the Vendor.

MECHANIC QUALIFICATIONS: Only mechanics trained on one or more of the following types of elevator systems may be used in the performance of this contract:

Hydro-Electric
Traction Geared
Gear less

Training for all employees must include conventional relay control or solid state controls.

(a) Bidder shall provide with his bid, copies of mechanics' certification or evidence of training, a sworn statement signed by the bidder outlining each school, course, training, and/or experience completed by every mechanic who will perform services under this contract.

(b) Hidalgo County reserves the right to direct the Vendor to remove or replace any employee for just cause.

(c) In addition to other evaluation factors, the qualifications of Vendor employees used in the performance of this contract will be considered.

INSPECTION AND ACCEPTANCE: The County of Hidalgo is hereby designated to participate in the administration of this contract to insure Vendor's compliance with its technical requirements, including inspection and acceptance of the services for the County at the performance site. Elevator's must be maintained in compliance with State requirements and pass any, and all, State inspections.

SUBCONTRACTING: The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Buildings & Grounds Department. When requesting consent from Hidalgo County Building & Grounds the retention of a subcontractor to perform services hereunder, the successful bidder must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor or the successful vendor have obtained the required insurance coverage's and policies as required by Hidalgo County. Payment to subcontractor must be made by vendors.

ThyssenKrupp Elevator

February 17th, 2009



Branch Office:

Rio Grande Valley Office

5449 Bear Lane, Suite 406
Corpus Christi, Texas 78405
(361) 299-0033 office
(361) 299-0502 fax

324 W. Ocean Blvd., Suite 207
Los Fresnos, Texas 78566
(956) 233-1136 office
(956) 233-1208 fax

Dear Sirs,

Here is a list of the personnel we have working for us in your area.

Office Personnel Information – Corpus Christi (C. C.) Branch Office:

Micky Warren	Branch Manager
Donnye Mayfield	Service Manager
Kristin Smith	Sales Representative
Carl Buxton	Sales Representative
Gloria McGrew	Office manager
Glenda Cook	Accounting

Office Personnel Information – Rio Grande Valley (RGV) Office:

Gregg Laznovsky	Sales Manager
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Technical Service and Operations Personnel Information - RGV:

Mark Castro	Service Technician/Mechanic / Upper Valley & Laredo
Roy Rangel	Service Technician/Mechanic / Upper Valley & Laredo
Roger Salinas	Service Technician/Mechanic / So. Padre Island & Lower Valley, Laredo
Lee Fleck	Service Technician/Mechanic / So. Padre Island & Laredo
Don Prescott	Service Technician/Mechanic / Upper Valley & Lower Valley
David Garza	Service Technician/Mechanic / Upper & Lower Valley, Laredo
Dos Myrick	Construction/ Mechanic
Danny Villarreal	Construction/Helper
Mike Nesrsta	Service Repair/Mechanic / Upper & Lower Valley, Laredo, Corpus Christi
Billy Reed	Service Repair/Mechanic / Victoria, Laredo, Corpus Christi, RGV
Robert Schumann Jr.	Service Repair/Helper/Victoria, Laredo, Corpus Christi, Rio Grande Valley

Technical Service and Operations Personnel Information – C. C.:

Robert Schumann	Service Technician/Mechanic & Adjuster
Steve Maxton	Service Technician/Mechanic & Adjuster
Price Tulley	Service Technician/Mechanic
Richard Arispe	Service Repair Mechanic

Technical Service and Operations Personnel Information – Victoria:

Don Debose	Service Technician/Mechanic
Kirby Brandt	Service Technician/Mechanic

Technical Service and Operation Personnel Information – Laredo:

Sal Mendoza	Service Technician/Mechanic/Laredo
Price Tulley	Service Technician/Mechanic / Corpus Christi & Laredo
Richard Arispe	Service Technician/Mechanic / Corpus Christi & Laredo
Roy Rangel	Service Technician/Mechanic / Rio Grande Valley & Laredo
Clinton Kaiser	Construction/Mechanic
Jorge Velasquez	Construction/Helper

RESPONSIBILITY OF VENDOR: (a) the vendor awarded the contract shall present evidence that vendor possesses all necessary and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage's and policies as required by Hidalgo County Building & Grounds. Termination, suspension or revocation of required licenses or permits are grounds for immediate termination of any awarded contract. (b) Interested vendors must have the capabilities to address two or more repairs (jobs) at one time.

NEW SITES: The contract will not automatically entitle vendors to any installation rights for any new buildings which may be acquired during the contract term.

TERM & CONDITIONS:

- (1) The initial term of this contract will be for one (1) year period.
- (2) **Hidalgo County** reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.
- (3) **Hidalgo County** may terminate the contract upon thirty (30) days with advance written notice of Vendor.
- (4) **Hidalgo County** reserves the right to award the bid to **MULTIPLE** bidders if the County determines it is in its best interest to do so.
- (5) **Hidalgo County** reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
- 6.) Insurance (requirements) certificates must be submitted to Hidalgo County Purchasing Department for approval prior to any services being performed which is applicable to the awarded bidder in accordance to **Exhibit "C" attached.**
- 7.) **Hidalgo County** has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

A. Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1). Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for

all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

- 2). **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3). **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4). **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5). **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Additional Information:

All Costs And Expenses Associated With The Preparation And Submission Of Bids Shall Be The Responsibility Of The Bidder And No Reimbursements For Such Charges Or Expenses Shall Be Passed On To Hidalgo County.

Information Regarding This Project Can Be Addressed In Writing, To The Hidalgo County Purchasing Department. Hidalgo County Is Also Requesting That Any And All Questions, Inquiries And Clarifications Regarding Quotes, Bids, Proposal Or Statement Of Qualifications Be Addressed To Martha E. Salazar, Cppb, Purchasing Agent, AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, MONDAY, FEBRUARY 16, 2009 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. WEDNESDAY, FEBRUARY 18, 2009.

EXHIBIT "B"

BID PAGE

Exhibit "B"

HIDALGO COUNTY
"MAINTENANCE & REPAIRS FOR ELEVATORS
LOCATED IN COUNTY OWNED BLDGS"
2009-006-02-23-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

	Hydro	Traction	Service calls normal hours from 8-5	After hours Nights, weekends & Holidays	Emergency Calls
BUILDING MONTHLY RATE					
COURTHOUSE 100 N CLOSER	2 UNITS \$558 PER MO.		UNLIMITED - NO EXTRA CHARGE	UNLIMITED - NO EXTRA CHARGE	UNLIMITED - NO EXTRA CHARGE
ADMINISTRATION 100 E CANO	4 UNITS \$1,050 PER MO.		UNLIMITED - NO EXTRA CHARGE	UNLIMITED - NO EXTRA CHARGE	UNLIMITED - NO EXTRA CHARGE
TOTAL COST	\$1,608 PER MO.		\$ 0.00	\$ 0.00	\$ 0.00

Number and experience of trained mechanics and supervisors who will be used in the performance of this contract (See Mechanic Qualifications).

NAMED TRAINED MECHANICS	NO. OF YEARS	TYPE OF TRAINING/SOURCE
1 ROY RANGEL	27 YEARS	NEIEP - NATIONAL ELEVATOR INDUSTRY EDUCATIONAL PROGRAM
2 MARK CASTRO	14 YEARS	NEIEP
3 DON PRESCOTT	28 YEARS	NEIEP
4 BOBBY SCHUMANN	30 YEARS	NEIEP

BIDDER/COMPANY NAME: THYSSEN KRUPP ELEVATOR

ADDRESS: 5449 BEAR LANE, SUITE 406

CITY: CORPUS CHRISTI STATE: TEXAS ZIP CODE: 78405

PHONE No: (800) 334-8984 FAX No: (361) 299-0502

AUTHORIZED SIGNATURE: *Gregg Laznovsky*

PRINTED NAME: GREGG LAZNOVSKY

TITLE: SALES MANAGER DATE: 02/17/09

EMAIL: gregory.laznovsky@thyssenkrupp.com

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)
09/11/2008

PRODUCER

Willis of Illinois, Inc.
10 S. LaSalle St., Ste. 3000
Chicago IL 60603

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Helen Chen Ph:312-621-4775 Fx:312-621-6865

INSURED

THYSSENKRUPP ELEVATOR CORPORATION
2801 NETWORK DR STE 700
FRISCO TX 75034

INSURERS AFFORDING COVERAGE

INSURER	NAIC #
INSURER A: Lexington Insurance Company	19437
INSURER B: Wausau Bus Ins Co/Wausau Underwriters Ins Co	26069/26042
INSURER C: Indemnity Ins Co of NA/ACE American Ins Co	43575/22667
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENRL LBLTY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN' AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	1225204	10/01/2007	10/01/2009	EACH OCCURRENCE	\$ 2,000,000
						FIRE DAMAGE (Any one fire)	\$ 2,000,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ Included
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	ASKY91438879018 (AOS) ASJY91438879038 (PR)	10/01/2008	10/01/2009	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
						EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WLRC4285045 (AOS) WLRC42850470 (CA) SCFC42850469 (WI)	10/01/2008	10/01/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH ER	
						EL EACH ACCIDENT	\$ 1,000,000
						EL DISEASE - POLICY LIMIT	\$ 1,000,000
						EL DISEASE - EA EMPLOYEE	\$ 1,000,000

OCT 07 2008
 R. J. O. Chambers

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: ELEVATOR MODERNIZATION JOB# 077BX5710-11 HIDALGO COUNTY COURTHOUSE - EDINBURG, TX
 Upon awarding of contract, their company will issue the insurance with the information for this area.

CERTIFICATE HOLDER

COUNTY OF HIDALGO
100 ESAT CANO
EDINBURG TX 78539

CANCELLATION

BHOR-7JDKUL

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Authorized Representative

R. J. O. Chambers

ADDITIONAL INFORMATION

Date
09/11/2008
12:00:00 AM

PRODUCER

Willis of Illinois, Inc.
10 S. LaSalle St., Ste. 3000
Chicago IL 60603

Company
E

Company
F

INSURED

THYSSENKRUPP ELEVATOR CORPORATION
2801 NETWORK DR STE 700
FRISCO TX 75034

Company
G

Company
H

TEXT

The Additional Insured(s) listed below are added as an Additional Insured(s) with respect to Automobile and General Liability policies, but only to the extent required by written contract and only to the extent that coverage is afforded under these policies.
HIDALGO COUNTY

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Serial #: BHOR-7JDKUL