

3. **Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:**
- a) **Renovations of administration building**
 - b) **Other ongoing county owned building construction, renovation repair projects**
 - c) **Emergency situations occurring since last agenda meeting**

NO ACTION taken on items 23.A. 1-3.a, b, & c.

4. AI-17069 Acceptance and Approval of proposal from ThyssenKrupp Elevator through the County's participation/membership with The Cooperative Purchasing Network (TCPN) for the "Modernization of Elevators at the Old Administration Building" in the amount of \$376,855.00 as further detailed and described on the document attached hereto with authority to process requisition when submitted-Project #09-071B-MSS.

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

5. AI-17065 Approval to pay invoice #s B235734-IN for \$93.75 with date of 02/19/2009 & #B238122-IN for \$85.40 with date of 04/10/2009 from Arguendigui Oil Co.

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

6. AI-17068 Acceptance and approval to pay the following invoices submitted by the following contracted vendors:

a. Raba-Kistner Consultants-contract #C-08-315-09-23/Work Authorization No.2-approved by CC 12/09/2008); Work Authorization No.3-approved by CC 02/17/2009:

Inv. #	Inv. Date	Amount	Project Name
018669	11/12/2008	\$516.95	McCull Rd Levee Improvement
018768	12/12/2008	\$1,604.46	McCull Rd Levee Improvement
018889	01/14/2009	\$636.02	McCull Rd Levee Improvement
019061	03/06/2009	\$2,948.91	McCull Rd 72-Inch Siphone Project

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

b. Millennium Engineers Group-contract #C-08-316-10-28/Work Authorization No.3 approved by CC 03/03/2009):

Inv. #	Inv. Date	Amount	Project Name
09M21-1	04/29/2009	\$768.00	Tower Road Drainage Project

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

7. AI-17053 Pursuant to Texas Local Government Code, 263.151 (1), approval to declare as "Salvage Property" (for the purposes of destruction), including authority to removed the following

AI-17069

23.A.4.

**Acceptance of Proposal for Old Administration Building Elevator Modernization
CC REGULAR**

Date: 08/25/2009
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Acceptance and Approval of proposal from ThyssenKrupp Elevator through the County's participation/membership with The Cooperative Purchasing Network (TCPN) for the "Modernization of Elevators at the Old Administration Building" in the amount of \$376,855.00 as further detailed and described on the document attached hereto with authority to process requisition when submitted-Project #09-071B-MSS.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-419-00-115-073-0-452
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Amount available for req #153938 is \$382,898.00 as of 8-21-09 for Thyssenkrupp Elevator Corp. in relation to the Old Adm. Bldg renovations (i.e. elevator modernization).

Attachments

Link: [Elevator Proposal](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Purchasing Department	Marty Salazar	08/21/2009 11:56 AM	APRV
2		Budget & Management	Erika Zamora	08/21/2009 12:42 PM	APRV
3		Rosalinda Cantu	Rosie Cantu	08/21/2009 04:14 PM	APRV
4		Ivan Cantu	Ivan Cantu	08/21/2009 05:11 PM	APRV
5		Auditor's Office		08/21/2009 05:31 PM	NEW
Form Started By: Moises Salazar			Started On: 08/19/2009 05:00 PM		
Final Approval Date: 08/21/2009					



TCPN CONTRACT INFORMATION

ThyssenKrupp



Contract: Elevator Products and Services

Awarded Vendor: ThyssenKrupp Elevator Corporation

TCPN Contract Number: R4679 *(All PO's must reference "Per TCPN Contract")*

Contract Expiration Date: May 31, 2010

Number of Annual Renewals: 1

Approved Products/Services:

Order Placement: Contract terms allow PO's to be sent directly to this vendor and must reference "Per TCPN Contract."

Pricing: Contact vendor for pricing.

Other:

Other:

Online Ordering Availability: Not Available

Freight/Delivery:


Vendor Contact: **Bill Harrison**
National Acc. Mgr.
TF: (800) 725-5207
PH: (972) 785-3250
bill.harrison@thyssenkrupp.com

Vendor Website: <http://www.thyssenkruppelevator.com>

Vendor MWBE/HUB Status: Not Certified

TCPN Authorizing Statutes:

TCPN Order Processing:

 Print this Page

» Close

ThyssenKrupp Elevator

Americas Business Unit



February 22, 2008

From: Harrison, Bill

To: Mr. Phillip Vasquez
Contract Administrator
The Cooperative Purchasing Network
7145 West Tidwell
Houston, TX 77092

Subject: Modification Request of TCPN/TKE Agreement to clarify Elevator Modernization Projects

Dear Mr. Vasquez,

This is a request to modify TCPN Contract R4679 to add Elevator Modernization Team Hour Labor Rates for ThyssenKrupp Elevator Corporation's Southwest Region and to include language in the agreement to clarify in detail what constitutes Elevator Modernization. The following items are attached for your consideration:

- Sample of typical ThyssenKrupp Elevator Modernization Contract
- Summary Sheets of Modernization Estimating Forms (Hydraulic and Traction)
- Modernization Team Hour labor rates including fringe benefits and overhead cost for all branch offices in the Southwest Region

ThyssenKrupp Elevator Corporation proposes to provide Elevator Modernization for TCPN Members for Labor and Material Cost, plus other Direct Cost plus a gross profit of not more than 10%.

Please Review the attached documents and give me a call if you have any questions. If this offer is acceptable, please modify subject contract to include these additions. If this is acceptable, please sign below.

Regards.

A handwritten signature in black ink that reads "Bill Harrison".

Bill Harrison
National Accounts Manager
ThyssenKrupp Elevator Corporation
2220 Chemsearch Blvd. Suite 100
Irving, TX 75062
Office # 972-785-0505

Concur: _____

A handwritten signature in black ink that reads "Phillip Vasquez".

Phillip Vasquez

cc: Harry Jones
Jim Gross
Gary German

Agreement for Elevator Modernization.

9

Submitted to: Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
Edinburg, Texas 78539

(Hereinafter Purchaser)

By: ThyssenKrupp Elevator
5449 Bear Lane, Suite 406
Corpus Christi, Texas 78405
(800) 334-8984 office - (361) 299-0502 fax

ThyssenKrupp Elevator is pleased to provide the following quotation for elevator modernization at:

Hidalgo County Administration Building
100 E. Cano
Edinburg, Texas 78539
Re: TCPN Contract #R4579

Date: July 15th, 2009

ORIGINAL

ORIGINAL

ThyssenKrupp Elevator



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PART 1 – GENERAL.

- 1.01 This proposal covers the complete modernization of Four (4) Hydraulic Passenger elevator(s) located at the "Hidalgo County Administration Building" at 100 E. Cano - Edinburg, Texas 78539. All work will be performed in a workmanlike manner and will include all work and material as specified herein. In all cases where a device or part of equipment is herein referred to in the singular number, it is intended that such reference will apply to as many such devices as are required to complete the installation.
- 1.02 All work will be performed in accordance with the most applicable edition of the National Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks (ASME A17.1), ANSI A117.1 Barrier Free Code as pertaining to Passenger Elevators, the Americans with Disabilities Act (ADA), the National Electrical Code, and/or such State and Local elevator codes as may be applicable.
- 1.03 Drawings. ThyssenKrupp Elevator will prepare drawings and/or cut sheets at company's sole discretion, showing the general arrangement of the elevator equipment.
- 1.04 Permits, taxes and licenses. All applicable sales and use taxes, permit fees and licenses, as of the date bids are taken, will be paid by ThyssenKrupp Elevator.
- 1.05 Maintenance service. ThyssenKrupp Elevator will furnish a separate maintenance contract to be executed by Owner/Manager.
- 1.06 Wiring diagrams. Two (2) complete sets of "made final" wiring diagrams including input and output signals will be furnished to the Purchaser.
- 1.07 Keys. Two (2) keys for each key switch specified will be furnished to the Purchaser.

PART 2 – EQUIPMENT AND SUMMARY OF WORK.

QUANTITY:	Elev. 1 & 2	POWER UNITS:	Elev. 1 & 2 EP-215
QUANTITY:	Elev. 3 & 4	POWER UNITS:	Elev. 3 & 4 EP-50
CAPACITY:	Elevators 1 & 2 - 3500 lbs.	POWER SUPPLY:	Elev. 1 & 2 - 460/3/60
CAPACITY:	Elevators 3 & 4 - 1250 lbs.	POWER SUPPLY:	Elev. 3 & 4 - 200/3/60
SPEED:	Elev. 1 & 2 - 125/150 fpm	LOGIC CONTROL:	TAC-22 Microprocessor
SPEED:	Elev. 3 & 4 - 75/100 fpm	LOGIC CONTROL:	TAC-22 Microprocessor
STOPS:	5 Stops on Elev. 1 & 2	CAR ENCLOSURE:	Elev. 1 & 2 - Remodel
STOPS:	2 Stops on Elev. 3 & 4	CAR ENCLOSURE:	Elev. 3 & 4 - Reuse
OPENINGS:	5 Front on Elev. 1 & 2	SIGNAL FIXTURES:	New Traditional
OPENINGS:	2 Front on Elev. 1 & 2	SIGNAL FIXTURES:	New Traditional
CAR PLATFORM:	Reuse Existing	CAR DOORS:	Elev. 1 & 2 New #4 S. S.
CAR PLATFORM:	Reuse Existing	CAR DOORS:	Elev. 3 & 4 - Reuse
CLEAR INSIDE:	Elev. 1 & 2 - Existing	ENTRANCES:	Re-Clad w/#3 S. S.
CLEAR INSIDE:	Elev. 3 & 4 - Existing	ENTRANCES:	Reuse Existing
TRAVEL:	Elev. 1 & 2: 53' - 10"	DOOR OPERATION:	New HD-98
TRAVEL:	Elev. 3 & 4: 11' - 10"	DOOR OPERATION:	New HD-98
JACKS & PISTONS:	Elev. 1 & 2 - Reuse	WIRING:	New on Elev. 1 & 2
JACKS & PISTONS:	Elev. 3 & 4 - New	WIRING:	New on Elev. 3 & 4

PART 3 - MODERNIZATION EQUIPMENT FEATURES.**3.01 CAR SLING & PLATFORM on ELEVATORS #1, #2, #3 & #4:**

Reuse existing equipment on all elevators

3.02 CAR ENCLOSURE on ELEVATORS #1 & #2:

- A. Cab: Reuse Existing Cab. Replace Applied Panels with New Interior from "Snap-On Cabs - By Bostock" using "Classic I" or "Classic II" Designs. Include #4 Stainless Steel Base, Reveals, and 1 ½" Cylindrical Handrail at Rear Walls.
- B. Ceiling: Replace Existing Suspended Ceiling Frames and Translucent Panels with new Suspended Ceiling Frames and Translucent Panels.
- C. Car Doors: Replace Car Doors with #4 Stainless Steel Center Opening. Include New Tracks, Hangers, Gate Switch, Restrictor Cutch, and Janus Edges.
- D. Car Sill: Remove and replace with New Nickel Silver Threshold Sill.
- E. Flooring: "By Others".

3.03 CAR ENCLOSURE on ELEVATORS #3 & #4:

Reuse existing Cabs including Walls, Ceilings, and Sills. Remove & Replace Car Doors with new #4 Stainless Steel.

3.04 CAR SIGNAL FIXTURES on Elevators #1, #2, #3 & #4:

Remove existing and install new #4 Stainless Steel COP's (Car Operating Push Button Panels) which includes Fire Service Phase I & II features with Signage, Standard Keyed Switches, Emergency Light & Alarm Bell, Digital Floor Position Indicator with Directional Arrows, "Traditional" Car Push Buttons, Integral Emergency Telephone(s), & Cast Braille Plates to comply with ADA regulations.

3.05 CONTROL & DRIVE SYSTEMS on ELEVATORS #1, #2, #3 & #4:

Remove existing Controllers on Elevators #1, #2, #3 & #4 and install new TAC 22 Group Microprocessor Controllers (Quantity 4 Controllers). Includes non-proprietary Owners Manuals and Machine Room Controllers OST's (On-Board Service Diagnostic Tools).

3.06 DOORS & ENTRANCES on ELEVATORS #1 & #2:

Remove existing Car Door Operators and Motors and install new HD-98 Closed Loop Door Operators. Install new Motors, Restrictor Clutches, Car Doors, Car Door Hanger Tracks, & Car Door Gate Switches. Remove Car Door Safety Edges and install new "Panaforty" Micro Lights for Door Reversals. Install new #4 Stainless Steel Hoistway Doors and have Brownsville Sheet Metal Company apply #3 Stainless Steel Clad on all Hoistway Entrances located on 1st, 2nd, 3rd, 4th & 5th Floors of Main Passenger Elevators #1 & #2.

3.07 DOORS & ENTRANCES on ELEVATORS #3 & #4:

Remove existing Car Door Operators and Motors and install new HD-98 Closed Loop Door Operators. Install new Motors, Restrictor Clutches, Car Doors, Car Door Hanger Tracks, & Car Door Gate Switches. Remove Car Door Safety Edges and install new "Panaforty" Micro Lights for Door Reversals. Install new #4 Stainless Steel Hoistway Doors and have Brownsville Sheet Metal Company apply #3 Stainless Steel Clad on all Hoistway Entrances located on 1st & 2nd Floors of Passenger Elevators #3 & #4.

3.08 HALL SIGNAL FIXTURES on ELEVATORS #1, #2, #3 & #4:

Remove & replace all Hall Push Button Fixtures. Install new #4 Stainless Steel "Easy Riser - Traditional" Fixtures which include Illuminated Push Buttons, Fire Service Keyed Switches, Acid Etched Instructional Fire Service Signage, Appendix "O" Plastic Inserts Signage and Hoistway Access keyed switches.

3.09 PIT EQUIPMENT on ELEVATORS #1, #2, #3 & #4:

Remove & replace Pit Equipment on Elevators #3 & #4. Reuse Pit Equipment on Elevators #1 & #2.

3.10 POWER UNITS & JACKS on ELEVATORS #1, #2, #3 & #4:

Remove and replace all Power Units on Elevators #1, #2, #3 & #4. Reuse Jacks & Pistons on Elevators #1 & #2. Remove and replace Jacks & Pistons on Elevators #3 & #4.

3.11 WIRING on ELEVATORS #1, #2, #3 & #4:

Remove & replace all existing Hoistway & Traveling Cable Wiring on all Four(4) Elevators.

3.12 MAINTENANCE / SERVICE:

Initial Maintenance Service: Beginning at Substantial Completion and/or "Final Acceptance" of each individual elevator, 12 months', 24/7 Call Backs with full maintenance service is included along with monthly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper elevator operation at rated speed and capacity. Perform maintenance, including emergency callback service, during normal working hours.

3.13 MISCELLANEOUS WORK.

ThyssenKrupp Elevator has included in the "Scope of Work" and will furnish the following:

1. Furnish Fork-Lifts for handling Materials.
2. Furnish Air Compressors for installation of Jacks & Pistons.

The following items will be the responsibility of the Building Owner and/or General Contractor:

1. Upgrade Fire Alarm System for Elevator Lobby Areas, Machine Room, & Hoistway as required by code to comply with TDLR(Texas Department of Licensing & Regulations) codes and/or the codes established by "The City Edinburg".
2. Remove and install new Electrical GFI Plugs, Disconnects & Lighting in Elevator Machine Room. Install new Lighting & GFI Plugs in Elevator Hoistway Pits as required by TDLR.
3. Air Condition and/or Ventilate Elevator Machine Room as required by TDLR.
4. Remove Elevator Machine Room Doors if needed for removal and installation of the elevator equipment. The Elevator Machine Room & Door on Elevator #3 will need to be redesigned and rebuilt by Architect, General Contractor, other Sub-Contractor to comply with State & Local Codes
5. This work is to become part of "**PART 7 - WORK NOT INCLUDED**" located on Pages 6 of 10 & Pages 7 of 10.

PART 4 - INSTALLATION SEQUENCE AND SCHEDULE.

- 4.01 All work will be performed during regular working hours of regular working days as is customary in the elevator industry.

- 4.02 One of the elevator(s) will be out of service at all times in the performance of the work as specified.
- 4.03 Prior to commencing work, a work schedule will be submitted to the Purchaser.

PART 5 – TESTS.

- 5.01 Emergency fire service. Perform Phase I and Phase II Fire Service tests to conform to applicable codes.
- 5.02 Test reports. Completed copies of test reports will be provided to the Purchaser.
- 5.03 All required tests are to be performed during the regular working hours of the elevator trade. Should the Purchaser require these test to be performed outside the regular working hours, there will be an added cost to the quoted contract amount.

PART 6 - CLEAN UP AND PURCHASER INSPECTION.

- 6.01 Clean up. ThyssenKrupp Elevator will remove all debris resulting from work on this contract. In addition, we will remove from the project site all equipment and unused or removed materials and restore building and premises to a neat, clean appearance.
- 6.02 Inspection. All materials and workmanship will be subject to inspection or testing. The Purchaser will have the right to reject defective or inferior material or workmanship installed under this contract and may require the correction of such without additional cost to the Purchaser.

PART 7 - WORK NOT INCLUDED.

The following work is not included unless specifically addressed in this proposal, and is conditional upon the proper performance of such work by the General Contractor, Owner, Owner's Representative, or other Subcontractors.

A legal hoistway, properly framed and enclosed, and including a pit of proper depth provided with ladder, sump pump, lights, access doors and waterproofing, as required. Removal of water in pit(s). Legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation and heat to maintain the room at an ambient temperature of 50°F minimum (90° maximum). Adequate supports and foundations to carry the loads of all equipment, including supports for guide rail brackets and machine beams or overhead sheaves (if furnished). If adjacent hoistways are utilized, divider beams at suitable points shall be provided for guide rail bracket support. Should additional weight need to be added to the counterweight to balance the cabs, there would be an additional charge added to the contract amount.

Cutting and patching of walls, floors, etc., and removal of such obstructions as may be necessary for proper installation of the elevator. Pockets or blockouts for signal fixtures.

Suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. Suitable power supply capable of operating the new elevator equipment under all conditions. Wiring to controller for car lighting. (Per N.E.C. Articles 620-22 and 620-51). Electric power without charge, for construction, testing and adjusting of the same characteristics as the permanent supply. A means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room will be furnished by the electrical contractor. This means shall not be self-resetting. Wiring and conduit from life safety panel or any other monitor station to elevator machine room or suitable connection point in hoistway.

Heat and smoke sensing devices at elevator lobbies on each floor, machine room, and hoistways (where applicable), with normally open dry contacts terminating at a properly marked terminal in the elevator controller. A code compliant Life Safety Communication system or suitable dedicated telephone connection to each elevator controller (must be a dedicated line and monitored 24 hours). Instrument in cab by others.

Emergency power supply with a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions. Automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller. Electrical

cross connections between elevator machine rooms for emergency power purposes are to be provided by others. Any governmentally required safety provisions not directly involved for elevator installation. All painting, except as otherwise specified. Temporary elevator service prior to completion and acceptance of complete installation. Furnishing, installing and maintaining the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes, is not the responsibility of the elevator contractor. Flooring and/or installation of flooring by others.

Purchaser is to provide a bonded N.E.C. compliant service ground wire, properly sized, from the elevator controller(s) to the primary building ground. Remote wiring to outside alarm bell as requested by the National Safety Code for Elevators and Escalators (ASME A17.1) (where applicable). Cost for additional inspections of the elevator equipment by code authorities after the initial one fails due to items that are the responsibility of the contractor, or for assisting others inspecting equipment installed by others.

Purchaser agrees to provide a dry and secure area for storage of the elevator equipment at the time of delivery. Adequate ingress and egress to this area will also be provided. Any relocation of the equipment as directed by the purchaser after its initial delivery will be at purchaser's expense. All existing equipment removed by ThyssenKrupp shall become the exclusive property of ThyssenKrupp.

It is agreed that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site, Purchaser will monitor our work place. Prior to and during our manning of the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event ThyssenKrupp employees or those of our subcontractors are exposed to an asbestos hazard, PCP's or other hazardous substances, Purchaser agrees to indemnify, defend, and hold ThyssenKrupp harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Removal and disposal of asbestos containing material is the responsibility of the Purchaser.

PART 8 - SPECIAL CONDITIONS.

Performance of this contract is contingent upon Purchaser furnishing ThyssenKrupp with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.

ThyssenKrupp shall not be responsible in any way for the acts of others or for pro-rata expenses of any nature incurred by others in or about the building.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage liability Insurance coverage will be furnished to Purchaser upon request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the contract price.

Should loss of or damage to our materials, tools or work occur at the job site, Purchaser shall compensate ThyssenKrupp, unless such loss or damage results from our own acts or omissions.

If any drawings, illustrations or descriptive matter is furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.

In the event the Purchaser defaults on any payment, or on any other provision of this contract, the unpaid balance of the purchase price, less the cost of completing the work, as estimated by us, shall immediately become due and payable.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. The Purchaser does hereby waive trial by jury and does further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in Dallas County, TX.

PART 9 - TERMS AND CONDITIONS.

All work shall be performed in accordance with the latest revised edition (as of the date of this proposal) of the Safety Code for Elevators, Escalators, and Dumbwaiters, the National Electrical Code, and/or such State and Local Codes as may be applicable, as well as Company's Work-Not-Included form. Subsequent to the date of this proposal, should changes be made in any code, or should rulings by any code enforcing authorities extend the application of the code, the work and materials necessary to make the installation comply with such changes shall be performed as an addition to the contract price.

Permits, taxes and licenses. All applicable sales and use taxes, permit fees and licenses imposed upon us as an Elevator Contractor as of the date of this proposal are included in the contract price. The Purchaser agrees to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from the Purchaser or the Company on account thereof, by any law enacted after the date of this proposal.

Acceptance of installation. Upon notice from us that the installation of the elevator has been completed, the Purchaser will arrange to have present at the installation site, a person duly authorized to make the final inspection and to provide a written acceptance. The date and time that such person will be present at the site shall be as mutually agreed, but shall not be more than ten business days after the date of our notice to you, unless we both agree to a certain date thereafter. Such final inspection and certificate of acceptance shall not be unreasonably delayed or withheld.

Warranty. We warrant the equipment installed by us under this contract against defects in material and workmanship for a period of one year from the date each elevator is completed and placed in operation. This warranty is in lieu of any other liability for defects. We make no warranty of merchantability and no warranties which extend beyond the description in this contract, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that we will provide free service for periodic examination, lubrication, or adjustment due to normal use beyond that included in the contract, nor will we correct, without a charge, breakage, maladjustments, or other trouble arising from abuse, misuse, improper or inadequate maintenance, or any other causes beyond our control. In the event of a claim, you must give us prompt written notice, and provided all payments due under the terms of this contract have been made in full, we shall, at our own expense, correct any proven defect by repair or replacement. We will not, under this warranty, reimburse you for cost of work done by others, nor shall we be responsible for the performance of equipment to which any revisions or alterations have been made by others.

If there is more than one (1) unit in this contract, this section shall apply separately to each unit as completed and placed in operation.

Title and ownership. We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extensions thereof, shall have been made in the event of any default by you in any payment, or under any other provision of this contract, we may take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financial or continuation statements which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

ThyssenKrupp Elevator complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U. S.C. 4212 and 41 CFR Chapter 60. ThyssenKrupp Elevator supports Equal Employment Opportunity and Affirmative Actions Compliance programs.

We reserve the right to discontinue our work at any time until payments have been made as agreed, and we have assurance satisfactory to us that the subsequent payments will be made as they come due. Any payments not paid when due shall bear interest at legal rate in force at the place of the project.

If after the work has been substantially completed, full completion is materially delayed through no fault of ours, you shall make such additional payments as may be required to leave outstanding only an amount equal to the value as estimated by us, based on the contract price, of the uncompleted portion.

ThyssenKrupp Elevator shall not be liable for any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control, and in no event shall ThyssenKrupp Elevator be liable for any damages, nor any consequential, special or contingent damages. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned.

INDEMNIFICATION CLAUSE

Purchaser is indemnified for those claims which are proven to have arisen out of the acts, actions, omissions, or neglect of ThyssenKrupp Elevator, but not for those acts, actions, omissions, or neglect of the Purchaser. Claims containing allegations that the acts, actions, omissions, or neglect of both ThyssenKrupp Elevator and Purchaser have contributed in causing the accident are not subject to indemnification unless and until it is determined that Purchaser's own acts, actions, omissions, or neglect did not contribute to the claim and/or accident. When ThyssenKrupp Elevator is obligated to indemnify Purchaser under this provision, ThyssenKrupp Elevator will pay and/or reimburse Purchaser for monies paid to defend, settle or satisfy judgment on the claim.

ADDITIONAL INSURED CLAUSE

Purchaser is covered for those claims which are proven to have arisen out of the acts, actions, omissions, or neglect of the ThyssenKrupp Elevator, but not for those acts, actions, omissions, or neglect of the Purchaser. Claims containing allegations that the acts, actions, omissions, or neglect of both ThyssenKrupp Elevator and Purchaser have contributed in causing the accident are not subject to coverage of the additional insured unless and until it is determined that Purchaser's own acts, actions, omissions, or neglect did not contribute to the claim and/or accident. When this additional insured provision is applicable, coverage will be provided consistent with ThyssenKrupp Elevators insurance policy, including the costs of defense and satisfaction of any settlement or judgment.

Purchaser's acceptance of this agreement will constitute exclusively and entirely the agreement for the service herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein, and no other changes in, or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or similar document, the provisions, terms and conditions of this agreement will govern in the event of a conflict.

REQUEST FOR PROPOSAL

HIDALGO COUNTY “OLD ADMINISTRATION BUILDING ELEVATOR MODERNIZATION”

RFP NO. 2009-071B-MSS

Contact Person:

Moises Salazar, Buyer
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626 X 4863

Form HCPD-03

LEGAL NOTICE

RFP No: 2009-0718-MSS

1. Proposals will be received for HIDALGO COUNTY -OLD ADMINISTRATION BUILDING ELEVATOR MODERNIZATION in accordance with the specifications attached as Exhibit "A" hereto. RFPs should address all specifications set forth. Participants may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFP.

2. All RFPs are required sealed with the Participants name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: RFP NO. 2009-0718-MSS HIDALGO COUNTY -OLD ADMINISTRATION BUILDING ELEVATOR MODERNIZATION and in County's Purchasing Department, physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before, JULY 15, 2009** **FACSIMILES OR LATE ARRIVALS WILL NOT BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFP NO. 2009-0718-MSS.** Hidalgo County reserves the right to refuse and reject any/all RFPs and to waive any/all formalities or technicalities, or to accept the RFP considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this RFP that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all RFPs submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFP for approval; and C.) award the RFP to one Participant or to multiple Participants if the County determines it is in its best interest to do so.@

4. The Participant shall not substitute items named in the RFP without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award this project to the next-lowest responsible Participant, or to reject all RFPs and re-advertise.

5. For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFP and thoroughly familiarize himself/herself with existing conditions. Participant should take field dimensions and note all circumstances which affect the dollar amount of the RFP.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of

equipment, Participants are required to include illustrations, specifications, explanation of warranties, and service data with their RFP including catalogue numbers and any necessary references.

7. No RFP may be withdrawn within thirty (30) days from the scheduled time to open RFPs.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after RFP opening.
9. Any interpretations, amendments, corrections or changes to this RFP document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for RFPs. Participants shall acknowledge receipt of all addenda as a part of their RFP.
10. County reserves the right to accept or reject any or all proposals.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of this will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award of project, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor=s Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. **DELIVERY INSTRUCTIONS:**

- . No deliveries accepted after 3:00 P.M., Monday-Friday.
- . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Moises Salazar
(956) 318-2626 x 4863

19. **ETHICAL STANDARDS:**

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If during the life of any contract or RFP awarded, the successful Participant's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. RFPs, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective Participant, by submitting a RFP, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the RFP;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful Participant will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful Participant's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any purchase order or contract award to a successful Participant will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful Participant; County reserves the right to terminate any contract immediately in the event a successful Participant fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful Participant shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Participant, or of any agent, employee, subcontractor or supplier of successful Participant in the execution of, or performance under, any contract which may result from RFP award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful Participant shall pay any judgment with

costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County.

Successful Participant=s indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful Participant.

28. Successful Participant shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful Participant within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful Participant shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

RFP
 For:
HIDALGO COUNTY
 "OLD ADMINISTRATION BUILDING ELEVATOR MODERNIZATION"
RFP NO.: 2009-071B-MSS

To: Moises Salazar, Buyer
 Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
 Mailing/Postal Address: 2812 S. Business Hwy. 281
 Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned Participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Participant further agrees, upon acceptance of its RFP, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to RFP Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFPs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFP.

Participant agrees that this RFP shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving RFPs, as contained in the Specifications.

Respectfully submitted,


Participant:	ThyssenKrupp Elevator
Address:	5449 Bear Lane, Suite 406 – Corpus Christi, Texas 78405
By:	<i>Gregory S. Laznovsky</i>
Printed Name:	Gregory S. Laznovsky
Title:	Sales Manger – Corpus Christi, TX Branch Office

(Must be submitted with the Proposal)

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: 
Print Name: Gregg Laznovsky
Title: SALES MANAGER
Telephone Number: (800)334-8984
Date: 09/03/09

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT “C”
Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than
Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. 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 with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, GREGG LAZNOVSKY, authorized representative for THYSSENKRUPP ELEVATOR
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ 1,000,000 General Liability: \$ 2,000,000

- have already been met, see attached copy of insurance certificate.

Gregg Laznovsky
Authorized Representative

09/04/09
Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

ACORD

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

DATE (MM/DD/YY)

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.

INSURERS PROVIDING COVERAGE

INSURER 1	INSURER 2
INSURER 3	INSURER 4
INSURER 5	INSURER 6
INSURER 7	INSURER 8

COVERAGES

THE INFORMATION HEREON IS BASED ON THE INFORMATION PROVIDED TO THE AGENT BY THE ASSURED. THE AGENT HAS CONDUCTED A VISUAL INSPECTION OF THE ASSURED'S OPERATIONS AND VEHICLES AND HAS FOUND THEM TO BE IN COMPLIANCE WITH THE REQUIREMENTS OF THE POLICY. THE AGENT HAS NOT CONDUCTED A FINANCIAL REVIEW OF THE ASSURED'S FINANCIAL STATEMENT.

COVERAGE	COVERAGE TYPE	COVERAGE AMOUNT	COVERAGE DATE
GENERAL LIABILITY			
AUTOMOBILE LIABILITY			
GARAGE LIABILITY			
EXCESS LIABILITY			
WORKERS COMPENSATION AND EMPLOYER'S LIABILITY			
OTHER			



DESCRIPTION OF OPERATIONS, LOCATION, VEHICLES, EXCLUSIONS ADDED BY ENDORSEMENT, SPECIAL PROVISIONS
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

INSURED
Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus 281
Edinburg, Texas 78539

AGENT
INDIVIDUAL AGENT OR REPRESENTATIVE
Name: [Name]
Address: [Address]
City: [City] State: [State] Zip: [Zip]
Phone: [Phone]
E-Mail: [E-Mail]

**PROJECT REQUIREMENTS
ACKNOWLEDGMENT**

This is to certify that I, GREGG LAZNOVSKY, possess all of the APPLICABLE:

- 1. Licenses: YES
- 2. Bonds: YES
- 3. Certificates: YES
- 4. Permits: YES
- 5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Gregg Laznovsky
Authorized Signature

09/04/09
Date

THYSSEN KRUPP ELEVATOR
Company

5449 BEAR LANE, SUITE 406
Address

CORPUS CHRISTI, TX 78405
City, State, Zip

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, GREGG LAZNOVSKY/THYSSENKRUPP ELEVA, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

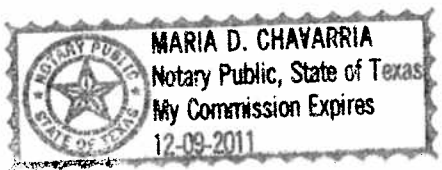
Signature/Title: Gregg Laznovsky - Sales Manager

Subscribed and sworn to before me this 9 day of Sept., 2009.

[Signature]

Notary Public

My commission expires: 12-9-2011, ~~2009~~ ^{MOE}





Edinburg, TX 78540

Instrument Number: 2009-2032883

Recorded On: September 09, 2009

As
Recording

Parties:

To

Billable Pag
Number of Pag

Comment: CONFLICT OF INTEREST

** Examined and Charged as Follows: **

Recording	16.00
Total Recording:	16.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****
 Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
 because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2009-2032883
 Receipt Number: 1067343
 Recorded Date/Time: September 09, 2009 02:09P

Record and Return To:

THYSSENKRUPP ELEVATOR
 C/O GREGG LAZNOVSKY
 5449 BEAR LANE STE. 406
 CORPUS CHRISTI TX 78405

User / Station: I Leal - Cash Station 02



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guejardo Jr.
County Clerk
Hidalgo County, TX

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, TX 78540

-----*
Official Receipt for Recording in:

Hidalgo County Clerk
P.O. Box 58
Edinburg, TX 78540

Issued To:

THYSSENKRUPP ELEVATOR
C/O GREGG LAZNOVSKY 800-334-8984
5449 BEAR LANE STE. 406
CORPUS CHRISTI TX 78405

Recording Fees

-----*
Document Description Number Recording Amount
-----*
Recording 2032883 16.00
CONFLICT OF INTEREST

Copies 1.00

17.00

Collected Amounts

-----*
Payment Type Amount
-----*
ASH 20.00

20.00

Total Received : 20.00
Less Total Recordings: 17.00

Change Due : 3.00

Thank You
ARTURO GUAJARDO JR. - County Clerk

By - Imelda Leal

Receipt# Date Time
1067343 09/09/2009 02:09p

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 82190943

AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that ThyssenKrupp Elevator Corporation
(Here insert full name and address or legal title of Contractor)

2801 Network Blvd., Suite 700, Frisco, TX 75034

as Principal, hereinafter called Contractor, and, Federal Insurance Company

(Here insert full name and address or legal title of Surety)

15 Mountain View Road, Warren, NJ 07059

as Surety, hereinafter called Surety, are held and firmly bound unto County of Hidalgo

(Here insert full name and address or legal title of Owner)

2818 South Business Hwy 281, Edinburg, TX 78539

as Obligee, hereinafter called Owner, in the amount of Three Hundred Seventy Six Thousand Eight Hundred
Fifty Five Dollars and 00/100 Dollars (\$ 376,855.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, ThyssenKrupp Elevator Corporation

Contractor has by written agreement dated October 27, 2009, entered into a contract with Owner
for

(Here insert full name, address and description of project)

Furnish and Install Rour (4) Hydraulic Passenger Elevators for the Hidalgo County Administration Building

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 82190943

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that ThyssenKrupp Elevator Corporation
(Here insert full name and address or legal title of Contractor)

2801 Network Blvd., Suite 700, Frisco, TX 75034

as Principal, hereinafter called Principal, and, Federal Insurance Company
(Here insert full name and address or legal title of Surety)

15 Mountain View Road, Warren, NJ 07059

as Surety, hereinafter called Surety, are held and firmly bound unto County of Hidalgo
(Here insert full name and address or legal title of Owner)

2818 South Business Hwy 281, Edinburg, TX 78539

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of Three Hundred Seventy Six Thousand Eight Hundred Fifty Five Dollars and 00/100
(Here insert a sum equal to at least one-half of the contract price) Dollars (\$ 376,855.00),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, ThyssenKrupp Elevator Corporation

Principal has by written agreement dated October 27, 2009, entered into a contract with Owner for

(Here insert full name, address and description of project)

Furnish and Install Rour (4) Hydraulic Passenger Elevators for the Hidalgo County Administration Building

in accordance with Drawings and Specifications prepared by
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

Policyholder Information Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Chubb's toll-free telephone number for information or to make a complaint at

1-800-36-CHUBB

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de Chubb's para información o para someter una queja al

1-800-36-CHUBB

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

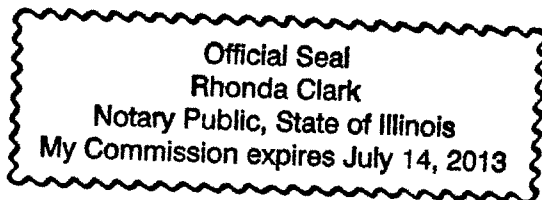
Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

STATE OF ILLINOIS
COUNTY OF COOK

On this 20th day of November, 2009, before me personally came Adrienne C. Stevenson to me known, who being by so duly sworn, did depose and say: that he/she is

Attorney-In-Fact of Federal Insurance Company

the Corporation described in and which executed the foregoing instrument; that he/she knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him/her in accordance with the By-Laws of the said Corporation, and that he/she signed his/her name thereto by like authority.



A handwritten signature in cursive script, appearing to read "Rhonda Clark", is written over a horizontal line.

NOTARY PUBLIC

My Commission Expires

July 14, 2013



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint

Adrienne C. Stevenson

as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, the following Surety Bond:

Surety Bond Number :82190943
Obligee :County of Hidalgo

And the execution of such bond or obligation by such Attorney-in-Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 20th day of November, 2008.

Kenneth C. Wendel

Kenneth C. Wendel, Assistant Secretary

Richard A. Ciullo

Richard A. Ciullo, Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 20th day of November, 2008, before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority, and that he is acquainted with Richard A. Ciullo, and knows him to be Vice President of said Companies; and that the signature of Richard A. Ciullo, subscribed to said Power of Attorney is in the genuine handwriting of Richard A. Ciullo, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**WENDIE WALSH
Notary Public, State of New Jersey
No. 0054504
Commission Expires April 18, 2013**

Wendie Walsh

Notary

Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 20th day of November, 2009



Kenneth C. Wendel

Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com