



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		01/25/10		
Department:		Public Services/Operations		
Department Head		James R. Hogan		
Agenda Coordinator (include phone #): Sherry Jackson - Ext. 7122				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Agreement by and between North Star Research Corporation, a division of HVS Convention, Sports and Entertainment and the City of Plano; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	49,000	0	49,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-49,000	0	-49,000
BALANCE	0	0	0	0
FUND(S): CONVENTION & TOURISM				
COMMENTS: There is a companion Supplemental Appropriation agenda item in the amount of \$49,000 to appropriate the required funding from the Convention & Tourism Fund balance to the Convention & Visitors Bureau operating budget. Approval of this item will allow the City to enter into an Agreement with North Star Research Corporation for a Plano Convention Center feasibility and market study. STRATEGIC PLAN GOAL: Conducting a Plano Convention Center feasibility and market study relates to the City's Goal of Strong Local Economy.				
SUMMARY OF ITEM				
Plano Convention Center feasibility and market study.				
List of Supporting Documents: Exhibit "A" - Agreement			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Agreement by and between North Star Research Corporation, a division of HVS Convention, Sports and Entertainment and the City of Plano; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed agreement for a Plano Convention Center feasibility and market study between North Star Research Corporation, a division of HVS, and the City of Plano, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his authorized designee shall be authorized to execute it on behalf of the City of Plano.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager or his authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

Section III. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 25th day of January, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PLANO, TEXAS AND
NORTH STAR RESEARCH CORPORATION, A DIVISION OF HVS CONVENTION,
SPORTS AND ENTERTAINMENT FACILITIES CONSULTING**

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **NORTH STAR RESEARCH CORPORATION, A DIVISION OF HVS CONVENTION, SPORTS AND ENTERTAINMENT FACILITIES CONSULTING**, an Illinois corporation, hereinafter referred to as "Contractor" to be effective from and after the date as provided herein.

W I T N E S S E T H:

WHEREAS, the City desires to engage the services of Contractor to provide a Plano Convention Center feasibility and market study, hereinafter referred to as the "Project"; and

WHEREAS, Contractor desires to render such services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Engagement

The City hereby agrees to retain Contractor to perform professional services in connection with the Plano convention center feasibility and market study and Contractor agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. Scope of Services

The parties agree that Contractor shall perform such services as are described in the proposal attached hereto and incorporated herein as Exhibit "A." The parties understand and agree that deviations or modifications in the services may be authorized from time to time by the City, but the authorization must be in writing.

III. Schedule of Work

Contractor agrees to commence work immediately upon execution of this Agreement, and to proceed diligently until completion and in accordance with the time schedule set forth in Exhibit "A." However, if additional work is requested by City beyond what is contained in the proposal, the time schedule may be extended by written agreement of the parties.

IV. Compensation/Payments/Expenses

Upon execution of this Agreement, City will pay a retainer of **TWENTY-THREE THOUSAND AND 00/100 DOLLARS (\$23,000.00)** for the authorized phases. Total compensation for Contractor's work on the Project including the retainer shall not exceed the sum of **FORTY-SIX THOUSAND AND 00/100 DOLLARS (\$46,000.00)** not including expenses.

Contractor shall invoice the City every thirty (30) days for work performed to date. The invoice shall reflect the work done, hourly rate and time spent, as well as any expenses incurred. After exhaustion of the retainer, payments shall be made within thirty (30) days of receipt of invoice unless the City has any objection or question to any charge(s). Any disputes on charges shall be communicated to the Contractor as soon as reasonable.

Expenses for items such as shipping, copies, research, long distance telephone charges, and travel shall be billed at net out-of-pocket cost to the City. Contractor agrees that all expenses for this Project shall not exceed **THREE THOUSAND AND 00/100 DOLLARS (\$3,000.00)** for the Project. Contractor anticipates that the expenses include three on-site trips to Plano.

V. Insurance

Contractor agrees to meet all insurance requirements, and to require all consultants who perform work for Contractor to meet all insurance requirements, as set forth in Exhibit "B", which is attached hereto and thereby made a part of this Agreement.

VI. Indemnity

THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL

INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

VII. Independent Contractor

Contractor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that it shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Contractor its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

VIII. Assignment and Subletting

Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Contractor from its full obligations to the City as provided by this Agreement.

IX. Audits and Records

Contractor agrees that at any time during normal business hours and as often as City may deem necessary, Contractor shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of three (3) years from the date of City's acceptance of the final Project, or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

X. Prohibited Interest

Contractor agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of Contractor shall execute the affidavit shown in Exhibit "C". Contractor understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

XI. Contract Termination

The parties agree that City shall have the right to terminate this Agreement without liability and with or without cause upon ten (10) days written notice to Contractor. Upon notice of termination, the Contractor shall cease all work and shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Contractor in connection with this Agreement. Contractor shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement and expenses incurred prior to notice of termination.

Contractor may suspend or terminate this contract if City fails to pay for services when they become due and if City has not notified Contractor of the dispute.

XII. Ownership of Documents

Upon termination of this Agreement, Contractor shall transfer, assign and make available to City, or its representatives, all property and materials in its possession or control developed for, belonging to and paid for by the City. In the event that the material subject to this Agreement has or may be copyrighted, Contractor and City agree that for the purposes of this order the material shall be a work made for hire and the property of the City. In the event that the material may not be copyrighted, or for

any reason is determined not to be a work made for hire, then and in such event Contractor hereby assigns all right, title and interest to said material to City for the fees specified herein.

With the exception of the logo developed for the City, any conceptual work done by Contractor is intended for demonstrational purposes only. Stock photography used for the demonstration of creative concepts is not to be reproduced or published in any way without first negotiating usage rights with the appropriate stock image provider.

XIII. Trade Secrets

In the scope of performing its duties with Contractor it may be necessary for the City to share trade secrets and/or other confidential and/or proprietary information or matter with Contractor. The parties agree that such information and the materials referenced in the Agreement, the results and developments there from are confidential and/or proprietary information belonging to the City. Contractor agrees not to disclose to any third party any such trade secrets and/or confidential or proprietary information for its own separate benefit. Contractor will be responsible for its employees or agents complying with the provisions of this Agreement.

XIV. Complete Agreement

This Agreement, including the Exhibits lettered "A" through "C", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XV. Mailing of Notices

Unless instructed otherwise in writing, Contractor agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano, Texas
Attn: Rod Hogan, Executive Director
P.O. Box 860358
Plano, TX 75086-0358

City agrees that all notices or communications to Contractor permitted or required under this Agreement shall be addressed to Contractor at the following address:

HVS Convention, Sports & Entertainment Facilities Consulting
Attn: Thomas Hazinski
205 W. Randolph, #1650
Chicago, IL 60606

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XVI. Miscellaneous

A. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Agreement Interpretation:

This is a negotiated Agreement, should any part be in dispute, the parties agree that the terms of the Agreement shall not be construed more favorably for either party.

C. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

City and Contractor and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability:

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date:

This Agreement shall be effective from and after execution by both parties hereto.

SIGNED on the date indicated below.

**NORTH STAR RESEARCH
CORPORATION, A DIVISION OF HVS
CONVENTION, SPORTS AND
ENTERTAINMENT FACILITIES
CONSULTING**
an Illinois corporation

DATE: _____

BY: _____
NAME: _____
TITLE: _____

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney



December 21, 2009

205 West Randolph, Suite 1650
Chicago, Illinois 60606
Phone (312) 587-9900
Fax (312) 587-9908
www.hvs.com
Email: thazinski@hvs.com

James R. (Rod) Hogan
Executive Director
Public Services and Operations Business Center
City of Plano
P.O. Box 860358
Plano, TX 75386-0358

Dear Rod:

Pursuant to our discussion, HVS is pleased to present this scope of work to provide a site analysis and an economic and fiscal impact analysis for the proposed new convention center in Plano. TVS Design will team with HVS to provide these services. TVS will be a subconsultant to HVS and these services will be provided as an extension of our contract with the City of Plano.

TVS Design is an architecture and design firm with specialized experience in the planning for and designing of convention centers.

HVS and TVS will provide the following tasks:

Site Analysis/Site Concept – HVS and TVS staff will:

1. Participate in a meeting in Plano and inspect the potential sites. (Sites under consideration are located near the existing Legacy Town Center development adjacent to the Dallas Tollway)
2. Prepare a site analysis for two sites including:
 - a. Connections to existing and future planned development based on information projected by the City
 - b. Possible footprints of an adjacent 400-room hotel
 - c. One concept plan diagram (plans) for the convention center on each site.
3. Recommend a preferred site.
4. Prepare a concept diagram (plan) for the preferred site as selected by the City
5. Prepare budget cost estimates based on historic data for square foot costs from database

New York
San Francisco
Boulder
Denver
Boston
Miami
Dallas
Chicago
Washington, DC
Newport, RI
Atlanta
Mexico City
Vancouver
Toronto
London
Madrid
Athens
New Delhi
Singapore
Hong Kong
São Paulo
Buenos Aires
Shanghai



6. Prepare a written report summarizing the conclusions and recommendations of the site analysis and site concept analysis.
7. Participate in a presentation meeting in Plano to present the findings.
8. Participate in conference calls as requested.

Economic and Fiscal Impact Analysis – HVS will:

1. Participate in a meeting in Plano and inspect the potential sites.
2. Estimate net new demand generated by the new convention center.
3. Estimate four types of net new spending impacts:
 - i. overnight visitor spending,
 - ii. day visitor spending,
 - iii. exhibitor spending, and
 - iv. event organizer spending.
4. Estimate three types of spending impacts in the analysis:
 - i. Direct impacts include the visitor expenditures, payroll, and employment resulting from the events and operations occurring at the convention center.
 - ii. Indirect impacts are the supply of goods and services resulting from the initial direct facility-related spending.
 - iii. Induced impacts represent the change in local consumption due to the personal spending by employees whose incomes are affected by direct and indirect spending.
5. Estimate fiscal impacts. HVS will estimate the impact on a variety of state and local taxes, including sales, income, hotel, food & beverage, car rental, property, and others as applicable. The analysis will result in an estimate of new tax revenue associated with the project in inflated dollars for a stabilized year of demand.
6. Participate in a presentation meeting in Plano to present the findings.



Timing and Fees

Our team will require 5 weeks to provide the scope of services outlined above.

Fees for these services are as follows:

Site Analysis/Site Concept	\$34,000
Economic and Fiscal Impact Analysis	\$12,000

In addition to our professional fees, you agree to reimburse us for reasonable out-of-pocket travel and data expenses incurred on your behalf. Expenses will be billed at cost. You will be billed periodically for expenses, which will be due and payable upon presentation of our bills.

If you wish to engage us for this assignment, please sign and return one copy of the attached confirmation page. Your signature on the confirmation page signifies your agreement to employ North Star Research Corp., a division of HVS Global Hospitality Services for these services. If you have any questions regarding the contents of this document, please do not hesitate to contact me.

We appreciate the opportunity to submit this proposal/contract and look forward to working with you.

Sincerely,

Thomas Hazinski
Managing Director
HVS - Chicago

CONFIRMATION

Client: Rod Hogan, City of Plano, Texas

Date: December 21, 2009

Your signature beneath the words "Agreed to and Accepted" signifies your agreement to employ HVS for the services described in the accompanying proposal titled "Proposal for Site Analysis and Impact Study". A summary of the proposal's salient data is as follows:

Type of Assignment:	Site, Concept, and Impact Analysis for New Convention Center
Project Name:	Plano Convention Center Feasibility
Site Location:	Plano, Texas
Total Timing:	Seven weeks
Total Fee:	Site Analysis/Concept Analysis \$34,000, Impact Analysis \$12,000, plus expenses
Report Copies:	Electronic; hard copies upon request
Retainer:	50% of the fees for the authorized phases
Additional Services (Optional)	As authorized

In order to schedule our assignments and perform your study in accordance with the timing set forth above, we ask that you return an executed copy of this agreement as authorization to proceed with the proposed scope of work. This proposal will remain effective for 30 days from the date at the top of this page.

Payment must be made in U.S. dollars, using either a check drawn on a U.S. bank or a wire transfer of funds to the account of North Star Research Corp. (a division of HVS). In the event that after completing the fieldwork phase of this assignment it becomes necessary to alter the parameters of the study, such as the property description, financial, management or ownership structure, or any other factor which could change the final projections, HVS will be entitled to charge an additional fee based on our current per diem rates and the time required to incorporate the necessary changes into our analysis and reports. In addition, the estimate of timing will be extended by an amount equal to the added work. Notwithstanding the fee payment schedule set forth above, if, at any time while performing this assignment, it becomes necessary to suspend work for a period of 30 days or more, then HVS will be entitled to bill for the portion of the assignment completed up to the suspension (less any retainer paid) at its current per diem rates.

It is agreed that the liability of HVS, its employees and anyone else associated with this assignment is limited to the amount of the fee paid as liquidated damages. You acknowledge that any opinions, recommendations, and conclusions expressed during this assignment will be rendered by the staff of HVS acting solely as employees and not as individuals. Any responsibility of HVS is limited to the client, and use of our product by third parties shall be solely at the risk of the client and/or third parties. The study described in this proposal will be made subject to certain assumptions and limiting conditions. A copy of our normal assumptions and limiting conditions will be provided upon request.



President, North Star Research Corp.
Managing Director, HVS Global Hospitality Services- Chicago

AGREED TO AND ACCEPTED: ,

By: _____ Date: _____

205 West Randolph, Suite 1650 Chicago, IL 60606 ♦ Phone 312-587-9900 ♦ Fax 312-587-9908

EXHIBIT A
PAGE 4 **OF** 4

City of Plano
Insurance Requirements

Requirements

Contractors performing work on City property or public right-of-way for the City of Plano shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Plano.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate; Or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors
1. Business Auto Liability	As required by State of Texas	
Workers' Compensation & Employers' Liability	Statutory Limits \$100,000 each accident	City to be provided a waiver of subrogation

Questions regarding this insurance should be directed to the City of Plano Purchasing Department at (972) 941-7557

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.



CERTIFICATE OF LIABILITY INSURANCE

OP ID EB
NORT-39DATE (MM/DD/YYYY)
01/11/10

PRODUCER Associated Agencies, Inc. 1701 Golf Rd, Tower 3, 7th Flr Rolling Meadows IL 60008-4267 Phone: 847-427-8400 Fax: 847-427-3430		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.	
INSURED North Star Research Corp. HVS Convention, Sports, & Entertainment Facilities Consulting Tom Hazinski 205 W. Randolph St., Ste. 1650 Chicago IL 60606		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Hartford Fire Insurance Co	19682
		INSURER B: Twin City Fire Insurance Co.	29459
		INSURER C: Houston Casualty Company	42374
		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 ADD'LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	83SBANI3181	05/18/09	05/18/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	83SBANI3181	05/18/09	05/18/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	83SBANI3181	05/18/09	05/18/10	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	83WECGK4071	05/18/09	05/18/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C		OTHER Professional Liab.	H71016179	01/08/10	01/08/11	Liability 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Proof of Coverage

CERTIFICATE HOLDER

Preferred Customer

CANCELLATION

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

Mark R. Smith

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of _____ (herein "Contractor") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor

By: _____
Signature

Print Name

Title

Date

STATE OF _____ §

COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____.

Notary Public, State of _____