



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		April 12, 2010		
Department:		Purchasing		
Department Head		Mike Ryan		
Agenda Coordinator (include phone #): Dianna Wike x5512				
CAPTION				
To approve a contract for the purchase of Justice Center Equipment Replacement in the amount of \$60,346.26 from Trane U.S., Inc. dba Trane, through an existing contract/agreement with The Cooperative Purchasing Network (TCPN) and authorizing the City Manager to execute all necessary documents. (TCPN Contract Number R4669)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	929,023	251,977	150,000	1,331,000
Encumbered/Expended Amount	-929,023	-81,430	0	-1,010,453
This Item	0	-60,346	0	-60,346
BALANCE	0	110,201	150,000	260,201
FUND(S): CAPITAL RESERVE				
<p>COMMENTS: Funds are included in the Capital Reserve Fund. This item, in the amount of \$60,346, will leave a current year balance of \$110,201 for the Robinson Justice Center project.</p> <p>STRATEGIC PLAN GOAL: Equipment replacement purchases relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Staff recommends approval of a contract for the purchase of Justice Center Equipment Replacement from Trane U.S., Inc. dba Trane, in the amount of \$60,346.26, conditioned upon timely execution of any necessary contract documents. This is to replace 7 rooftop air-conditioning units with new energy efficient units. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring Local governments to seek competitive sealed bids for items. (TCPN Contract Number R4669)				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memorandum				
Contract				



March 16, 2010

Phil Dyer
Mayor

Harry LaRosiliere
Mayor Pro Tem

Lee Dunlap
Deputy Mayor Pro Tem

Pat Miner
Place 1

Ben Harris
Place 2

Vacant
Place 3

Lissa Smith
Place 4

Jean Callison
Place 7

Thomas H. Muehlenbeck
City Manager

Dianna Wike
Buyer Supervisor

RE: Justice Center Equipment Replacement

Dianna,

Please review the attached proposal to replace 7 rooftop air-conditioning units at the Robinson Justice Center. I am recommending award to Trane utilizing their TCPN Cooperative Purchasing Contract. The quote obtained from Trane, in the amount of \$60,346.26 is the lowest quote in utilizing a cooperative purchasing agreement.

A quote was also obtained from Johnson Controls, Inc utilizing their Choice Facility Partners Cooperative Purchasing Contract in the amount of \$70,997.67.

The funding for the project will be from Capital Reserve Account 54492.

Please let me know if you have any questions.

Thanks,

Richard Medlen
Facilities Maintenance Superintendent

cc: Jim Razinha
Melody Morgan
Bruce Shaulis

Attachment

CONSTRUCTION AGREEMENT/JOB ORDER
BY AND BETWEEN CITY OF PLANO AND
TRANE U.S., INC. DBA TRANE
FOR JUSTICE CENTER EQUIPMENT REPLACEMENT

THIS CONSTRUCTION AGREEMENT/JOB ORDER is made and entered into by and between **TRANE U.S., INC. DBA TRANE**, a Delaware Corporation (hereinafter referred to as "Contractor"), and the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation (hereinafter referred to as "City"), to be effective from and after the date hereinafter provided.

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

I. CONTRACT DOCUMENTS

The parties agree that the Contract Documents shall consist of the following:

1. This written Construction Agreement/Job Order;
2. Vendor Contract Between **TRANE U.S., INC. DBA TRANE** and The Cooperative Purchasing Network Contracting with TCPN Contract No. R4669, a copy of which is on file in the purchasing department
3. The Contractor's Delivery Order, Proposal and Work Plan attached as Exhibit "A";
4. The City of Plano's Standard Construction Details (which is on file in the City of Plano's Engineering Department);
5. The Standard Specifications for Public Works Construction (North Central Texas Third Edition 1998) as amended and supplemented by the 1997 Edition of the City of Plano Special Provisions to said Standard Specifications, as amended (hereinafter referred to as "Plano Standard Specifications") (which is on file in the City of Plano's Engineering Department);
6. The Notice to Contractor;
7. A Payment Bond in the sum of ONE HUNDRED PERCENT (100%) of the total contract price attached as Exhibit "B";
8. Insurance Requirements attached as Exhibit "C"; and

9. The Affidavit of No Prohibited Interest attached as Exhibit "D."

These Contract Documents form the Construction Agreement/Job Order and are a part of this Construction Agreement/Job Order as if fully set forth herein. The Contract Documents are complementary and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency in any of the provisions of the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above.

II. THE WORK

Contractor shall provide all labor, supervision, materials, and equipment necessary to perform all work required by the Contract Documents in connection with the Justice Center equipment replacement.

III. TIME OF COMPLETION

Contractor agrees and covenants that all work hereunder shall be complete within ninety (90) calendar days following notice to proceed.

IV. 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.

V. CONTRACT SUM

The City shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders as provided in the Contract Documents. The contract sum shall be an amount not to exceed **SIXTY THOUSAND THREE HUNDRED FORTY SIX AND 26/100 DOLLARS (\$60,346.26)**.

VI. PROGRESS AND FINAL PAYMENTS

Progress and final payments shall be paid to the Contractor in accordance with the Plano Standard Specifications.

VII. 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
Facilities Maintenance
P.O. Box 860358
Plano, TX 75086-0358
Attn: Richard Medlen

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

Trane U.S., Inc. dba Trane
1400 Valwood Parkway
Suite 100
Carrollton, Texas 75006
Attn: Terry W. Dalton

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.

VIII. CHOICE OF LAW; VENUE; CONTRACT INTERPRETATION

The parties agree that the law of the State of Texas shall apply to this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas. Although this Agreement is drafted by the City, should any part be in dispute, the parties agree the Agreement shall not be construed more favorably for either Party.

IX. ENTIRE AGREEMENT; AMENDMENTS; SUCCESSORS AND ASSIGNS

This Construction Agreement/Job Order, including the Contract Documents listed in Paragraph I above, represents the entire and integrated agreement between City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Construction Agreement/Job Order may be amended only by written instrument signed by both City and Contractor. This Construction Agreement/Job Order is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

X. INSURANCE AND CERTIFICATES OF INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance coverage as set forth in the Insurance Requirements marked Exhibit "C" attached hereto and incorporated herein by reference. Contractor shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage prior to the effective date of this Contract.

XI. PAYMENT BOND

In the event this Contract amount exceeds \$25,000, a Payment bond in the amount of not less than one hundred percent (100%) of the Contract amount, conditioned upon the payment of all persons supplying labor or furnishing materials pursuant to the contract is required upon a form provided by the City. The bond is attached hereto and incorporated herein as Exhibit "B"; and

XII. AFFIDAVIT OF NO PROHIBITED INTEREST

Contractor acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "D."

XIII. EFFECTIVE DATE

The effective date of this Construction Agreement/Job Order will be the date of approval by the City Council of the City of Plano, Texas.

IN WITNESS WHEREOF, the parties have executed this Construction Agreement/Job Order upon the year and date indicated beside their signatures hereto.

TRANE U.S., INC. DBA TRANE
a Delaware 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



TRANE

Proposal

Prepared For:
City of Plano
Job Name:
City of Plano Justice Center

Date: March 10, 2010
Proposal Number: L3-152022-1
TCPN #02-10097-10-001.

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:
Net 30 Days

Tag Data - 3-10 Ton R410A PKGD Unitary Gas/Electric Rooftop (Qty: 7)

Item	Tag(s)	Qty	Description	Model Number
A1	82 RTU 1	1	3-10 Ton R410A PKGD Unitary Gas/Electric	YHC036E4RMA--F0A1A1020100
A2	82 RTU 2	1	3-10 Ton R410A PKGD Unitary Gas/Electric	YHC048E4RLA--F0A1A1020100
A3	82 RTU 3, 82 RTU 4	2	3-10 Ton R410A PKGD Unitary Gas/Electric	YSC092E4RLA--F0A1A1020100
A4	82 RTU 5, 82 RTU 6	2	3-10 Ton R410A PKGD Unitary Gas/Electric	YSC102E4RMA--F0A1A1020100
A5	82 RTU 7	1	3-10 Ton R410A PKGD Unitary Gas/Electric	YSC120E4RLB--F0A1A1020100

Product Data - 3-10 Ton R410A PKGD Unitary Gas/Electric Rooftop

All Units

- DX cooling, gas heat
- Convertible configuration
- 460/60/3
- Microprocessor controls 3ph
- Economizer Reference Enthaply 0-100% with Barometric Relief
- Hinged panels/standard filters
- Standard condenser coil w/hail guard
- Through the base electrical 3ph
- Non-fused disconnect
- No control interface, terminal strip only
- Frostat 3ph
- 5 Year parts warranty with economizer
- Adaptercurb

Item: A1 Qty: 1 Tag(s): 82 RTU 1

- High efficiency
- 3 Ton

Item: A2 Qty: 1 Tag(s): 82 RTU 2

- High efficiency
- 4 Ton

Item: A3 Qty: 2 Tag(s): 82 RTU 3, 82 RTU 4

- Standard efficiency
- 7.5 Ton Dual compressor
- Low gas heat 3ph

Item: A4 Qty: 2 Tag(s): 82 RTU 5, 82 RTU 6

- Standard efficiency
- 8.5 Ton

Item: A5 Qty: 1 Tag(s): 82 RTU 7

- Standard efficiency
- 10 Ton

- Low gas heat 3ph

Scope:

- Furnish and install seven Ton Roof Top Units
- Reinstall existing smoke detectors.
- Reconnect existing electrical disconnects
- Factory startup
- Existing thermostats to be re-used
- Disposal of old equipment
- Rigging and Crane services (One Lift)

Exclusions and Clarifications:

- Code Upgrades
- Controls Integration/Communication
- Communication Wiring

Total Net Price (Excluding Sales Tax)\$ 60,346.26

**Scott Meyerkord
Account Manager**

1400 Valwood Parkway, Suite 100
Carrollton, TX 75006-8336
Phone: (972) 406-6000
Fax: (972) 243-1398



EXHIBIT A
PAGE 2 OF 2

PAYMENT BOND

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

That _____, hereinafter called "**Principal**", and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, hereinafter "**Surety**", are held and firmly bound unto the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter called "Beneficiary", and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements described below, in the penal sum of _____ **DOLLARS** (\$_____) in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain written Contract with the Beneficiary, dated the _____ day of _____, _____, A.D. which is made a part hereof by reference, for the construction of certain public improvements that are generally described as follows:

_____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and/or material in the prosecution of the Work provided for in said Contract and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, exclusive venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to

Contract, or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc., accompanying the same, shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder.

This Bond is given pursuant to the provisions of Texas Government Code Section 2253.001, et seq., and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Texas Insurance Code Article 3503.003.

IN WITNESS WHEREOF, this instrument is executed in counterparts, each one of which shall be deemed an original, this the _____ day of _____, _____.

PRINCIPAL: _____
Address _____
Tel. No. _____

ATTEST:

BY: _____
TITLE: _____

SURETY: _____
Address _____
Tel. No. _____

ATTEST:

BY: _____
TITLE: _____

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

For additional information on the above named Surety company you may contact the Texas Department of Insurance at (800)578-4677.

NOTE: Date on Page 1 of Payment Bond must be same date that City Council awarded Contract. Date on Page 2 of Payment Bond must be after the date that City Council awarded the Contract. If Resident Agent is not a corporation, give a person's name.

City of Plano
Contractor Insurance Requirements and Agreement
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
2. Business Auto Liability	As required by State of Texas	
3. 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 (972) 941-7557.

This form must be signed and returned with your quotation to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City. A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
201030

PRODUCER
Marsh USA, Inc
1166 Avenue of the Americas
New York NY 10036
ATTN:
NEWYORK.CERTS@Marsh.com /
212-948-0500 (fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY A: New Hampshire Insurance Company
COMPANY B: National Union Fire Insurance Company of Pittsburgh, PA
COMPANY C: The Travelers Indemnity Company of America
COMPANY D: Travelers Property Casualty Company of America

INSURED
ATTN: FINANCIAL MANAGER
Trane U.S. Inc. dba Trane
FACServices Inc, an American Standard Company
1400 Valwood Parkway; Suite 100
Carrollton, TX 75006
United States

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENTS, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES LISTED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION	LIMITS		
A	GENERAL LIABILITY	GL 0907331	4/17/2009	4/17/2010	GENERAL AGGREGATE	\$7,500,000.00	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL				PRODUCTS - COMP/OP AGG	\$7,500,000.00	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCU				PERSONAL & ADV INJURY	\$7,500,000.00	
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S				EACH OCCURRENCE	\$5,000,000.00	
					FIRE DAMAGE (Any one fire)	\$1,000,000.00	
					MED EXP (Any one person)	\$10,000.00	
B B B	AUTOMOBILE LIABILITY	CA 0919352 (AOS) CA 0919351 (VA) CA 0919350 (MA)	4/17/2009 4/17/2009 4/17/2009	4/17/2010 4/17/2010 4/17/2010	COMBINED SINGLE LIMIT	\$2,000,000.00	
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)		
	<input type="checkbox"/> ALLOWED AUTOS				BODILY INJURY (Per accident)		
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE		
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	<input checked="" type="checkbox"/> PHYSICAL DAMAGE/SELF INS.						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT		
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY		
					EACH ACCIDENT		
					AGGREGATE		
	EXCESS LIABILITY				EACH OCCURRENCE		
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE		
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM						
C C D D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TC2H-UB-7434L10A-09 (AOS) TC2H-UB-7434L448-09 (MN) TRJ-UB-7434L424-09 (AZ,MA,OR,WI) TWXJ-UB-7434L45A-09 (OH Excess)	4/17/2009 4/17/2009 4/17/2009 4/17/2009	4/17/2010 4/17/2010 4/17/2010 4/17/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER	
	<input type="checkbox"/> INCL				EL EACH ACCIDENT	\$3,000,000.00	
	<input type="checkbox"/> EXC				EL DISEASE-POLICY LIMIT	\$3,000,000.00	
					EL DISEASE-EACH	\$3,000,000.00	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)

Please see page 2 for additional information.

CERTIFICATE HOLDER

City of Plano
1520 Ave K
Plano, Tx 75086
United States

CANCELLATION

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

Marsh USA, Inc.
BY: David Kong

Handwritten initials

VALID AS OF: 3/17/2010

ADDITIONAL INFORMATION

CERTIFICATE NUMBER
201030

PRODUCER

Marsh USA, Inc
1166 Avenue of the Americas
New York NY 10036
ATTN:
NEWYORK.CERTS@Marsh.com /
212-948-0500 (fax)

COMPANIES AFFORDING COVERAGE

INSURED

ATTN: FINANCIAL MANAGER
Trane U.S. Inc. dba Trane
FACServices Inc, an American Standard Company
1400 Valwood Parkway; Suite 100
Carrollton, TX 75006
United States

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)

City of Plano , City of Plano are included as additional insured, but only to the extent of the named insured's negligence, pursuant to the Automobile Policy evidenced above and the applicable Additional Insured endorsement of the General Liability policy evidenced above.

Waiver of subrogation in favor of additional insured to the extent of the named insured's negligence.

Job Description: City of Plano

CERTIFICATE HOLDER

City of Plano
1520 Ave K
Plano , Tx 75086
United States

