### **CONTRACT AGREEMENT**

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of One Hundred Twenty Three Thousand and Forty Five Dollars (\$ 123,045.00) quoted in the proposal by the CONTRACTOR, dated December 21, 2012, hereby agree to commence and complete the construction described as follows:

### 1. SCOPE OF WORK

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Invitation to Bid Proposal Number 174-2012 and Addendum #1 for the Salt Storage Facility Project.

### 2. TIME OF COMPLETION

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as Seventy - Five (75) calendar days. The time shall begin ten (10) days after the CONTRACTOR is given the Notice to Proceed with the Work.

## 3. ISSUANCE OF WORK ORDERS

Notice to begin Work will be given in whole or for part of the Work as determined by the OWNER pending the availability of funds. The order of construction will be as determined by the Project Manager after consultation with the CONTRACTOR and the OWNER.

### 4. THE CONTRACT SUM

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, as quoted in the proposal, subject to any additions and deductions, as provided therein.

### 5. PROGRESS PAYMENTS

The OWNER shall make payments on account of the Contract, as estimated by the Project Manager, less the aggregate of previous payments.

# 6. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due within ninety (90) days after completion of the Work provided the Work be then fully completed and the Contract fully accepted.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the Project Manager that all payrolls, material bills, and other indebtedness connected with the Work has been paid.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the PROJECT MANAGER so certifies, the OWNER shall upon certificate of the PROJECT MANAGER, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

### 7. THE CONTRACT DOCUMENTS

The parties agree that the Advertisement for Bids, Information for Bidders, the General Conditions, Performance and Payment Bonds, Contract Agreement, Special Conditions, Technical Specifications, any and all Addenda, CONTRACTOR's Proposal, and Plan Drawings are fully a part of the Contract and the same are hereby incorporated herein as if hereto attached or fully herein repeated.

### 8. EXTRA WORK

The OWNER, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such Work shall be executed and paid for in accordance with the General Conditions, which is a part of this Contract.

IN WITNESSETH WHEREOF, the parties hereto have executed this Contract as of the date and year above written.

(Seal)	Lexington-Fayette Urban County Government <u>Lexington, Kentucky</u> (Owner)
ATTEST:  Livedith Jan Don't Clerk of the Urban County Council	BY: MAYOR
Witness)	(Title)
(Seal)	Clearspan fabric Switzers International (Contractor) She
(Secretary)*  (Witness)	BY: Januar admin. (Title)
	1395 John Lieh Blud. S. Windsort.  (Address and Zip Code)  O(0095)

IMPORTANT: \*Strike out any non-applicable terms.

Secretary of the Owner should attest. If the CONTRACTOR is corporation, Secretary should attest. Give proper title of each person-executing Contract.

# **Performance Bond**

Bond No. 2161337

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): ClearSpan Fabric Structures International, Inc. 1395 John Fitch Boulevard South Windsor, CT 06074-1001	SURETY (Name and Address of Principal Place of Business):  North American Specialty Insurance Compa 650 Elm Street	any
OWNER (Name and Address): Lexington-Fayette Urban County Government 200 East Main Street Lexington, KY 40507	Manchester, NH 03101	
CONTRACT Date: April 26, 2013 Amount: (\$123,045.00 ) One Hundred Twenty Thre Description (Name and Location): Salt Storage Facility, Project No. 174-2012	e Thousand Forty Five Dollars and 00/100	
BOND  Date (Not earlier than Contract Date): May 10, 2013  Amount: (\$123,045.00 ) One Hundred Twenty Three Modifications to this Bond Form: None	e Thousand Forty Five Dollars and 00/100	
Surety and Contractor, intending to be legally bound hereby this Performance Bond to be duly executed on its behalf by	, subject to the terms printed on the reverse side hereof, do its authorized officer, agent or representative.	each cause
TO THE ACTION AC PRINCIPAL	SURETY	
CONTRACTOR AS PRINCIPAL  Company: (Corp. Seal)  ClearSpan Fabric Structures International, Inc.	Company: (Cor North American Specialty Insurance Company	p. Seal) V
Signature:  Name and Title: \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Name and Title: Melissa J. Stanton Attorney  (Attach Power of Attorney)	y-in-Fact
Vice President	10 1.43	
(Space is provided below for signatures of additional partie	s, it required.)	
MINIMAL AND	OVDETV	
CONTRACTOR AS PRINCE FOR COMPANY: SEAL COMPA	SURETY Company: (Cor	p. Seal)
Signature:	Signature:	
Name and Title:	Name and Title:	

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

- 1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
- If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR
  have no obligation under this Bond, except to participate in conferences as provided in
  paragraph 3.1.
- If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
  - 3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
  - 3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
  - 3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
    - 3.3.1. The Surery in accordance with the terms of the Contract;
    - 3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
- 4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
  - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;
    - 4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or
    - 4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.
- 5. If the Surety does not proceed as provided in paragraph 4 with reasonable prompiness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied

- pliability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
- 6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
  - 6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
  - 6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or nonperformance of the CONTRACTOR.
- 7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
- The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
- 9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- Notice to the Surety, the OWNER or the CONTRACTOR shall be snailed or delivered to the address shown on the signature page.
- 11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 12. Definitions.
  - 12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.
  - 12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
  - 12.4. GWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY--Name, Address and Telephone)
AGENT or BROKER: OWNER'S REPRESENTATIVE (Engineer or other party):

# **Payment Bond**

Bond No. 2161337

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): ClearSpan Fabric Structures International, Inc. 1395 John Fitch Boulevard South Windsor, CT 06074-1001	SURETY (Name and Address of Princip of Business): North American Specialty Insurance 650 Elm Street	
OWNER (Name and Address):	Manchester, NH 03101	
Lexington-Fayette Urban County Government 200 East Main Street Lexington, KY 40507 CONTRACT Date: April 26, 2013		
Amount: (\$123,045.00) One Hundred Twenty Three The Description (Name and Location):	ousand Forty Five Dollars and 00/100	
Salt Storage Facility, Project No. 174-2012		
BOND  Date (Not earlier than Contract Date): May 10, 2013  Amount: (\$123,045.00) One Hundred Twenty Three The Modifications to this Bond Form:  None		
Surety and Contractor, intending to be legally bound hereby, subj Payment Bond to be duly executed on its behalf by its authorized	ect to the terms printed on the reverse side he officer, agent, or representative.	reof, do each cause this
CONTRACTOR AS PRINCIPAL Company: (Corp. Seal) ClearSpan Fabric Structures International, Inc. Signature: Name and Title:	SURETY Company: North American Specialty Insurance Signature: Name and Title: Melissa J. Stanton (Attach Power of Attorney)	(Corp. Seal) Company Attorney-in-Fact
(Space is provided below for signatures of additional parties, if re	equired.)	
CONTRACTOR AS PRINCIPALITY  Company: SEAL (Corp. Seal)	SURETY Company:	(Corp. Seal)

EJCDC No. 1910-28-B (1996 Edition)

Signature:

Name and Title:

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

Signature:

Name and Title:

- The CONTRACTOR and the Surety, jointly and severalty, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
- 2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
  - Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
- With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
- 4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with the CONTRACTOR:
    - Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    - Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
    - Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
- 5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.
- 6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2. Pay or arrange for payment of any undisputed amounts.
- The Surety's total obligation shall not exceed the amount of this Bond, and the
  amount of this Bond shall be credited for any payments made in good faith by the
  Surety.

- 8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.
- 9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
- 11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature name.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.
- 14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15. DEFINITIONS

- 15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- 15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes pthereto.
- 15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENCY or BROKER:

OWNER'S REPRESENTATIVE (Engineer or other party):

Smith Brothers Insurance, Inc.

68 National Drive, Suite 2 Glastonbury, CT 06033

#### **NAS SURETY GROUP**

# NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

### GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois each does hereby make, constitute and appoint: Melissa J. Stanton

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, the following surety bond:

**Principal:** ClearSpan Fabric Structures International, Inc.

**Bond Number:** 2161337

**Obligee:** Lexington-Fayette Urban County Government

Bond Amount: See Bond Form

Bond Description: Salt Storage Facility, Project No. 174-2012

Provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of:

### FIFTY MILLION (\$50,000,000) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David M. Layman, Vice President of Mashington International Insurance Company & Vice President of North American Specialty Insurance Company



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of May 20 12.

North American Specialty Insurance Company Washington International Insurance Company

State of Illinois County of Cook

SS:

On this 25th day of May 20 12, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

"OFFICIAL SEAL"
DONNA D. SKLENS
Notary Public, State of Illinois
My Commission Expires 10/06/2015

Donna D. Sklens, Notary Public

onna W.

I, <u>Jeffrey Goldberg</u>, the duly elected <u>Assistant Secretary</u> of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10th day of May, 2013

!effrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & Assistant Secretary of North American Specialty Insurance Company



# CERTIFICATE OF LIABILITY INSURANCE

5/31/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

CELITICATE HOLDE! III IEU OI SUCII ENGOI SOMBIIGA!					
PRODUCER	CONTACT NAME: PHONE (DOD) 652 2225 224 FAX	o): (860) 652-3236			
Smith Brothers Insurance, Inc. 68 National Drive, Suite 2 Glastonbury, CT 06033	PHONE (A.C. No. Ext); (860) 652-3235 224 FAX (A.C. No.); (860) 652-3236 E-MAIL ADDRESS:				
•	INSURER(S) AFFORDING COVERAGE	NAIC#			
	INSURER A : Selective Insurance Group	12572			
INSURED	INSURER B : Crum & Forster Indemnity	31348			
Engineering Services Products Co. d/b/a Farmtek, d/b/a Tek Supply, Clearspan Fabric Structures Int'l Inc. 1395 John Fitch Boulevard	INSURER C:				
	INSURER D :				
	INSURER E:				
South Windsor, CT 06074-1001	INSURER F:				

COVERAGES

CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SU		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MIM/DD/YYYY)	LIMIT	5		
LTR	GENERAL LIABILITY	INSK W	yp rogio, news_n	1		EACH OCCURRENCE	\$	1,000,000	
A	X COMMERCIAL GENERAL LIABILITY	x	S173182900	6/1/2013	6/1/2014	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000	
^	CLAIMS-MADE X OCCUR			i i		MED EXP (Any one person)	\$	15,000	
Ì	X per loc/projec aggre					PERSONAL & ADV INJURY	\$	1,000,000	
	X		ì			GENERAL AGGREGATE	\$	2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$	2,000,000	
l	POLICY X PRO X LOC				i		\$		
_	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	s	1,000,000	
l <sub>A</sub>	X ANY AUTO	x	\$173182900	6/1/2013	6/1/2014	BODILY INJURY (Per person)	\$		
^	ALLOWNED SCHEDULED	**				BODILY INJURY (Per accident)	5		
	AUTOS AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$		
	HIRED AUTOS AUTOS						\$		
$\vdash$	X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$	10,000,000	
A	EXCESS LIAB CLAIMS-MADE		S173182900	6/1/2013	6/1/2014	AGGREGATE	\$		
1	DED X RETENTIONS	1			1		s	10,000,000	
	WORKERS COMPENSATION					X WC STATU- OTH- TORY LIMITS ER			
В	AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE	UTIVE N N/A		4087061244	6/1/2013	6/1/2014	E.L. EACH ACCIDENT	\$	500,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		4			E.L. DISEASE - EA EMPLOYEE	\$	500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	500,000	
$\vdash$	DESCRIPTION OF LITTING SECTION								
1									
1	: 			l l					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

	HOLDER

CANCELLATION

Lexington-Fayette Urban County Government Division of Risk Management 200 East Main Street Lexington, KY 40507 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kinterlay 5 Councily

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