

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/1/2013

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).

PRODUCER Wells Fargo Insurance Services USA, Inc. 950 Breckenridge Lane, Suite 50 P O Box 7809 (40257-0809) Louisville, KY 40207-4675	CONTACT NAME: CONSTRUCTION DEPARTMENT PHONE (A/C, No, Ext): 502.425.9444 FAX (A/C, No): 855.209.1247 E-MAIL ADDRESS:																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>National Trust Insurance Company</td> <td>20141</td> </tr> <tr> <td>INSURER B:</td> <td>Kentucky Associated General Contractors Self Ins</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td>Philadelphia Insurance Company</td> <td>23850</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Trust Insurance Company	20141	INSURER B:	Kentucky Associated General Contractors Self Ins		INSURER C:	Philadelphia Insurance Company	23850	INSURER D:			INSURER E:			INSURER F:	
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INSURED Todd Johnson Contracting Inc 497 Dillehay Street Danville, KY 40422																					

COVERAGES**CERTIFICATE NUMBER:** 6829294**REVISION NUMBER:** See below

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			CPP0010684	11/01/13	11/01/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$1000 Comp <input checked="" type="checkbox"/> \$1000 Coll De			CA0014962	11/01/13	11/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UMB0009943	11/01/13	11/01/14	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000	
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 DESCRIPTION OF OPERATIONS below		N/A	7040	01/01/13	12/31/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 4,000,000 E.L. DISEASE - EA EMPLOYEE \$ 4,000,000 E.L. DISEASE - POLICY LIMIT \$ 4,000,000	
A	Contractors Equipment-All Risk			CPP0010684	11/01/13	11/01/14	As Scheduled / \$1,000 Deductible / ACV	
A	Leased / Rented Equip-All Risk			CPP0010684	11/01/13	11/01/14		\$500,000 Limit / \$1,000 Deductible / ACV
A	Installation Floater			CPP0010684	11/01/13	11/01/14		\$150,000 Limit / \$1,000 Deductible

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

RE: Bid #122-2013, Century Hills Trunk Sewer Replacement - The certificate holder is named additional insured as per the written contract with respect to the general liability arising out of the named insureds operations. Insurance is on a primary & non-contributory basis. See Form IL011 (0709) for Cancellation Provisions.*

CERTIFICATE HOLDER

Lexington Fayette County Urban Government
 200 E Main Street
 Lexington KY 40507

CANCELLATION

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

Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
C	Pollution Liability			PPK7956936	11/01/13	11/01/14	\$1,000,000 Limit

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED - WHEN REQUIRED
IN WRITTEN AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

All of the terms, conditions, exclusions and limitations of the above coverage form apply except as specifically stated below.

- A. Section II - Who Is An Insured is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, signed and executed by you prior to the loss for which coverage is sought, that such person or organization be added as an additional insured on your policy ("the Agreement to Insure"). Certificates of insurance will not be considered an Agreement to Insure.
- B. Such person or organization is an additional insured but only with respect to:
- (1) your negligent actions, or that of your subcontractors, which cause liability to be imposed on such person or organization without fault on the part of said person or organization, and
 - (2) the partial negligence of the additional insured which combines with your partial negligence or that of subcontractors hired by you in causing the accident at issue. This insurance does not cover the sole negligence of the additional insured, irrespective of the terms of the Agreement to Insure.
- C. With respect to the insurance afforded to the additional insureds, there is no coverage for:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
- D. Any coverage provided to the additional insured by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis, unless the Agreement to Insure specifically requires that this insurance be primary or non-contributory.
- E. If the Agreement to Insure requires that this insurance be primary only, and there is other insurance available to the additional insured, we will share in the loss with that other insurance by the method described in the policy. As a condition of coverage under this endorsement, the additional insured must tender the defense and indemnity of any claim or "suit" to any other insurer that covers or may cover any loss covered under this endorsement.
- F. If the Agreement to Insure requires that this insurance be non-contributory, the coverage provided by this endorsement shall be primary without contribution from any other liability insurance available to the additional insured.

- G. The limits of insurance available to the additional insured are inclusive of and not in addition to those available to you, and will equal the lesser of:
- (1) the limits specified in the Agreement to Insure; and
 - (2) the limits specified in the Declarations of this policy. Nothing herein shall increase the limits stated in Section III - Limits of Insurance. The limits shown in the declarations may have been reduced by past paid claims or may be reduced by future claims.
- H. This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" unless the Agreement to Insure specifically requires such coverage and then only to the extent and duration required in the Agreement to Insure.
- I. Any additional insured under this endorsement will as soon as practicable:
- (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
 - (2) Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
 - (3) Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
 - (4) Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- J. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured. We will defend the additional insured only if the following conditions are met:
- (1) the allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the named insured and the interests of the additional insured; and
 - (2) the named insured and the additional insured ask us to conduct and control the defense of the additional insured and agree that we can assign the same counsel to defend the named insured and the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM
COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
COMMERCIAL OUTPUT POLICY
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA COVERAGE FORM
GARAGE COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

A. Number of Days' Notice: 30

B. Person(s) or Organization Name and Address:

Lexington Fayette County Urban Government
200 E Main Street
Lexington KY 40507

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to the endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation to the first Named Insured, as provided in **Paragraph 2.** of either the Cancellation Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in item **A.** in the Schedule above.

When a person or organization is listed in item **B.** in the Schedule above, the number of days notice in item **A.** also applies to the person(s) or organization listed in the schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – PRIMARY/NON-CONTRIBUTORY
COVERAGE WHEN REQUIRED BY CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to SECTION IV – Commercial General Liability Conditions, Paragraph 4, entitled "Other Insurance", subsection b. entitled "Excess Insurance", paragraph (1):

This insurance is excess over:

- (v) Any other insurance naming an additional insured as an insured on a primary basis, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be primary and noncontributing. The written contract must be currently in effect or become effective during the term of this policy and must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury."