



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MD

DATE (MM/DD/YYYY)

10/08/12

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).

<b>PRODUCER</b> Garrett-Stoltz Company 1601 Alliant Avenue Louisville, KY 40299 Steven M. Garrett		502-415-7000 502-415-7001	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): <b>E-MAIL</b> <b>ADDRESS:</b> <b>PRODUCER</b> <b>CUSTOMER ID #:</b> SMITH-3	
<b>INSURED</b> Smith Contractors, Inc. Kerry Smith PO Box 480 Lawrenceburg, KY 40342		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Amerisure Mutual Insurance		23396
		<b>INSURER B:</b> Associated General Contractors		NA
		<b>INSURER C:</b> Victor O. Schinnerer & Co.,		
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	<input checked="" type="checkbox"/>	CPP 2026088	01/01/12	01/01/13	EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)
	<input checked="" type="checkbox"/> X C U					PERSONAL & ADV INJURY
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	CA 2026087	01/01/12	01/01/13	COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident)
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/>	CU 2026089	01/01/12	01/01/13	EACH OCCURRENCE
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE
	<input type="checkbox"/> DEDUCTIBLE					
	<input checked="" type="checkbox"/> RETENTION \$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	7132	01/01/12	12/31/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE
						E.L. DISEASE - POLICY LIMIT
C	Pollution Liab.		CSB288372373	03/27/12	03/27/13	Limit
						SIR

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

**CERTIFICATE HOLDER****CANCELLATION**

Strand Associates, Inc.  
1525 Bull Lea Rd., Ste. 100  
Lexington, KY 40511

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

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**NOTEPAD:**

HOLDER CODE

INSURED'S NAME Smith Contractors, Inc.

SMITH-3

OP ID: MD

PAGE 2

DATE 10/08/12

Project: Town Branch and West Hickman Creek WWTP Electrical, SCADA, Blower / Aeration and Pump Station SCADA Improvements. Bid No. 90-2012.  
Strand Associates, Inc. and Lexington Fayette Urban County Government are named as additional insureds as required by written contract (see attached CG 2026 and attached CA7122 (Auto Liability). Insurance is primary and non-contributory. A 30 day written notice applies except for non payment of premium.



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<b>PRODUCER</b> Garrett-Stotz Company 1601 Alliant Avenue Louisville, KY 40299 Steven M. Garrett		502-415-7000 502-415-7001	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL:</b> <b>ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b> SMITH-3	<b>FAX (A/C, No):</b>
<b>INSURED</b> Smith Contractors, Inc. Kerry Smith PO Box 480 Lawrenceburg, KY 40342	<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
	INSURER A: Amerisure Mutual Insurance			23396
	INSURER B: Associated General Contractors			NA
	INSURER C: Victor O. Schinnerer & Co.,			
	INSURER D:			
	INSURER E:			
			INSURER F:	

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A	<input checked="" type="checkbox"/> GENERAL LIABILITY	<input checked="" type="checkbox"/>	CPP 2026088	01/01/12	01/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> X C U					PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	CA 2026087	01/01/12	01/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/>	CU 2026089	01/01/12	01/01/13	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	7132	01/01/12	12/31/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)					E.L. EACH ACCIDENT \$ 4,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 4,000,000
						E.L. DISEASE - POLICY LIMIT \$ 4,000,000
C	Pollution Liab.	<input type="checkbox"/>	CSB288372373	03/27/12	03/27/13	Limit 1,000,000
						SIR 10,000

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

See Attached Notes

**CERTIFICATE HOLDER****CANCELLATION**

Lexington Fayette Urban  
County Government  
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

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**NOTEPAD:**

HOLDER CODE

INSURED'S NAME **Smith Contractors, Inc.**

SMITH-3

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Project: Town Branch and West Hickman Creek WWTP Electrical, SCADA, Blower  
/ Aeration and Pump Station SCADA Improvements. Bid No. 90-2012.  
Strand Associates, Inc. and Lexington Fayette Urban County Government are  
named as additional insureds as required by written contract (see attached  
CG 2026 and attached CA7122 (Auto Liability). Insurance is primary and  
non-contributory. A 30 day written notice applies except for non payment  
of premium.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## KENTUCKY ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the

### BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The premium for this endorsement is \$ \_\_\_\_\_

#### 1. BROAD FORM INSURED

Section II - LIABILITY COVERAGE A.1. WHO IS AN INSURED is amended by the addition of the following:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,
  - (1) Coverage under this provision is afforded only the end of the policy period, whichever is earlier; and
  - (2) Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and
  - (3) Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.
- e. Any "employee" of yours using:
  - (1) A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
  - (2) An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.
- f. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.
- g. Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos".

This provision does not apply:

  - (1) Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";
  - (2) To any person or organization included as an insured by an endorsement or in the Declarations; or
  - (3) To any lessor of "autos" unless:
    - (a) The lease agreement requires you to provide direct primary insurance for the lessor;
    - (b) The "auto" is leased without a driver; and
    - (c) The lease had not expired.

Leased "autos" covered under this provision will be considered covered "autos" you own and not covered "autos" you hire.

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- h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury" or "property damage" for which an "insured" is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

## **2. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS**

**Section II - LIABILITY COVERAGE, A.2.a. Supplementary Payments**, paragraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$2500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

## **3. AMENDED FELLOW EMPLOYEE EXCLUSION**

**SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS**, paragraph 5. **Fellow Employee** is deleted and replaced by the following:

### **5. Fellow Employee**

"Bodily injury" to:

- 1. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers, managers, supervisors or above. Coverage is excess over any other collectible insurance.
- 2. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of paragraph a. above.

## **4. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE**

A. Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule. No deductible applies to "loss" caused by fire or lightning.

B. Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS**, paragraph b. **Loss of Use Expenses** is deleted and replaced with the following:

### **b. Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision, only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss, only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision, only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$2,000.

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C. Under **SECTION IV – BUSINESS AUTO CONDITIONS**, paragraph 5.b. **Other Insurance** is deleted and replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
  - 1. Any covered "auto" you lease, hire, rent or borrow; and
  - 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto," nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

#### 5. **LOAN OR LEASE GAP COVERAGE**

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- (a) The amount paid under the Physical Damage Coverage Section of the policy; and
- (b) Any:
  - (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the loss;
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease;
  - (4) Security deposits not refunded by a lessor; and
  - (5) Carry-over balances from previous loans or leases.

#### 6. **RENTAL REIMBURSEMENT**

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, paragraph 4. **Coverage Extensions** is deleted and replaced by the following:

##### 4. **Coverage Extensions**

- (a) We will pay up to \$75 per day to a maximum of \$2,000 for transportation expense incurred by you because of covered "loss." We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.
- (b) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.

#### 7. **AIRBAG COVERAGE**

**SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS**, Paragraph 3. is deleted and replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.

b. Blowouts, punctures or other road damage to tires.

**8. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE** is amended to add the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**9. COLLISION COVERAGE -- WAIVER OF DEDUCTIBLE**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE** is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

**10. KNOWLEDGE OF ACCIDENT**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**, paragraph a. is deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

**11. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)**

**SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

**12. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD** is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**13. BLANKET COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS**

When required by written contract or written agreement, the definition of "insured contract" is amended as follows:

The exception contained in paragraph H.3. relating to construction or demolition operations on or within 50 feet of a railroad; and

Paragraph H.a.

are deleted with respect to the use of a covered "auto" in operations for, or affecting, a railroad.



POLICY NUMBER: CPP20260881102

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### **SCHEDULE**

**Name of Person or Organization:** . . .

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT AND STRAND ASSOCIATES, INC.

THAT THE PERSONS INSURED UNDER THIS POLICY IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED, OWNER AND ENGINEER AS WELL AS OTHER INDIVIDUALS AND ENTITIES SO IDENTIFIED, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF (1) OPERATIONS PERFORMED FOR THE ADDITIONAL INSURED BY THE NAMED INSURED OR (2) ACTS OR FAILURE TO ACT BY THE ADDITIONAL INSURED IN CONNECTION WITH GENERAL SUPERVISION, INSPECTION AND/OR COORDINATION OF CONTRACTORS' OPERATIONS.

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.