



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/12

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

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 I		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	S	·····
-	GENERAL LIABILITY							EACH OCCURRENCE	S	1,000,000
Α	Х	COMMERCIAL GENERAL LIABILITY	Х		CPP 2026088	01/01/12	01/01/13	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
	j	CLAIMS-MADE OCCUR						MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	S	1,000,000
	X	xcu						GENERAL AGGREGATE	s	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	s	2,000,000
		POLICY PRO- LOC	li					S		
Α	_	OMOBILE LIABILITY	Х	CA 2026087		04/04/40	04/04/40	COMBINED SINGLE LIMIT (Ea accident)	ş	1,000,000
	X	ANY AUTO			01/01/12	01/01/13	BODILY INJURY (Per person)	S		
		ALL OWNED AUTOS					BODILY INJURY (Per accident)	Ş		
		SCHEDULED AUTOS HIRED AUTOS						PROPERTY DAMAGE (Per accident)	s	
		NON-OWNED AUTOS				18 A A A A A A A A A A A A A A A A A A A			S	
									\$	
A	Х	UMBRELLA LIAB OCCUR	-			01/01/12	01/01/13	EACH OCCURRENCE	s	10,000,000
		EXCESS LIAB CLAIMS-MADE			CU 2026089			AGGREGATE	s	10,000,000
		DEDUCTIBLE							S	
	X	RETENTION \$		-					S	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A		7132	01/01/12	12/31/12	X WC STATU- TORY LIMITS ER		
В								E.L. EACH ACCIDENT	\$	4,000,000
					A 1000mm in the		E.L. DISEASE - EA EMPLOYEE	s	4,000,000	
								E.L. DISEASE - POLICY LIMIT	s	4,000,000
С	Pollution Liab		and a first		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

Lexington Fayette Urban County Government 200 East Main Street

Third Floor, Room 338 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

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NOTEPAD:

HOLDER CODE

INSURED'S NAME Smith Contractors, Inc.

SMITH-3 OP ID: MD PAGE 2

DATE 11/30/12

Project: Expansion Area 2A Wastewater System Improvements - Contract 2 - Force Main, Contract Amount: \$1,146,900.
Engineer: GRW Engineers, Inc., 801 Corporate Drive, Lexington, KY 40503. Lexington Fayette Urban County Government is named as additional insured regarding the General Liability (including Products and Completed Operations) and Commercial Automobile Liability as required by written contract. Insurance is primary and non-contributory. A 30 day advance written notice applies for cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Policy Number CPP20260881002	Agency Number 0635755	Policy Effective Date 01/01/2012		
Policy Expiration/Cancellation Date 01/01/2013	Date 02/13/2012	Account Number 20016076		
Named Insured SMITH CONTRACTORS INC	Agency GARRETT-STOTZ COMPANY	Issuing Company AMERISURE MUTUAL INSURANCE COMPAN		

- 1. SECTION II WHO IS AN INSURED is amended to add as an insured any person or organization:
 - **a.** Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
 - b. Who is named as an additional insured under this policy on a certificate of insurance.

However, the written contract, written agreement or certificate of insurance must require additional insured status for a time period during the term of this policy and be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" giving rise to a claim under this policy.

If, however, "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing within 30 days from such commencement and with customers whose customary contracts require they be named as additional insureds, we will provide additional insured status as specified in this endorsement.

2. SECTION II - WHO IS AN INSURED is amended to add the following:

If the additional insured is:

- a. An individual, their spouse is also an additional insured.
- b. A partnership or joint venture, members, partners, and their spouses are also additional insureds.
- c. A limited liability company, members and managers are also additional insureds.
- d. An organization other than a partnership, joint venture or limited liability company, executive officers and directors of the organization are also additional insureds. Stockholders are also additional insureds, but only with respect to their liability as stockholders.
- e. A trust, trustees are also insureds, but only with respect to their duties as trustees.
- 3. The insurance provided to the additional insured under this endorsement is limited as follows:
 - That person or organization is only an additional insured with respect to liability arising out of:
 - (1) Premises you own, rent, lease, or occupy; or
 - (2) Your ongoing operations, unless the written contract, written agreement or certificate of insurance also requires completed operations coverage (or wording to the same effect), in which case the coverage provided shall extend to your completed operations for that additional insured.

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Premises, as respects this provision, shall include common or public areas about such premises if so required in the written contract or written agreement.

Ongoing operations, as respects this provision, does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work including materials, parts or equipment furnished in connection with such work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- b. The limits of insurance applicable to the additional insured are the least of those specified in the:
 - (1) Written contract or written agreement;
 - (2) Certificate of insurance; or
 - (3) Declarations of this policy.

The limits of insurance applicable to the additional insured are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. The additional insured status provided by this endorsement does not extend beyond the expiration or termination of a premises lease or rental agreement nor beyond the term of this policy.
- d. If a written contract, written agreement or certificate of insurance as outlined above requires that additional insured status be provided by the use of CG 20 10 11 85, then the terms of that endorsement, which are shown below, are incorporated into this endorsement as respects such additional insured, to the extent that such terms do not restrict coverage otherwise provided by this endorsement:

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART. SCHEDULE

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(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, but only with respect to liability arising out of "your work" for that insured by or for you.

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CG 20 10 11 85

- e. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including but not limited to:
 - (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, design specifications; and
 - (2) Supervisory, inspection, or engineering services.

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- f. SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 4. Other Insurance is deleted and replaced with the following:
 - 4. Other Insurance.

Any coverage provided in 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 written contract, written agreement, or certificate of insurance requires that this insurance be primary, in which case this insurance will be primary without contribution from such other insurance available to the additional insured.

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