

NOTEPAD:

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

SMITH-3
OP ID: MD

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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:
- a. 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.

