



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MD

DATE (MM/DD/YYYY)

08/03/12

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).

PRODUCER <b>Garrett-Stotz Company</b> 1601 Alliant Avenue Louisville, KY 40299 Steven M. Garrett	502-415-7000	CONTACT NAME:	
	502-415-7001	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	SMITH-3
INSURED <b>Smith Contractors, Inc.</b> Kerry Smith PO Box 480 Lawrenceburg, KY 40342	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: <b>Amerisure Mutual Insurance</b>		23396
	INSURER B: <b>Associated General Contractors</b>		NA
	INSURER C: <b>Victor O. Schinnerer &amp; Co.,</b>		
	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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		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
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMPI/OP AGG \$ 2,000,000
						Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY		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) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR	CU 2026089	01/01/12	01/01/13	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		7132	01/01/12	12/31/12	WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 4,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 4,000,000
						E.L. DISEASE - POLICY LIMIT \$ 4,000,000
C	Pollution Liab.		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)

## CERTIFICATE HOLDER

## CANCELLATION

Lexington Fayette Urban County Government 200 E. 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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LIMITED POLLUTION REIMBURSEMENT- "WORK SITES"

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

All policy terms apply except as stated below.

A. The following is added to SECTION I - COVERAGES:

#### COVERAGE D. LIMITED POLLUTION COVERAGE - "WORK SITES"

##### 1. Insuring Agreement

- a. We will reimburse the insured for those sums that the insured becomes legally obligated to pay:
  - (1) As damages because of:
    - (a) "bodily injury"; or
    - (b) "property damage"; or
  - (2) As "cleanup costs" because of "environmental damage" as a result of physical injury to tangible property; or
  - (3) As "defense expenses" incurred by the insured to defend any "suit" seeking those damages or costs;to which this insurance applies.
- b. We may at our discretion investigate any "pollution incident", but we have no duty to defend any claim or "suit" arising from any "pollution incident". Additionally:
  - (1) The amount we will reimburse is limited as described in the Supplemental Coverage Schedule and Limits of Insurance provisions stated in this endorsement.
  - (2) No other obligation or liability to reimburse or pay sums, or perform acts or services, is covered.
- c. This insurance applies to "bodily injury", "property damage", "cleanup costs" because of "environmental damage", and "defense expenses", only if:
  - (1) The "bodily injury", "property damage" or "environmental damage" is caused by a "pollution incident" on or from "your work site" in the "coverage territory":
    - (a) that results from "pollutants" brought on to such site by any insured or any contractor or subcontractor performing operations directly or indirectly on any insured's behalf;
    - (b) that is demonstrable as beginning and ending within 72 hours; and
    - (c) that is accidental.
  - (2) The "bodily injury", "property damage" or "environmental damage" occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - WHO IS AN INSURED and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

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- d. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- e. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
  - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- f. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

The insurance provided by this endorsement does not apply to:

- a. "Bodily injury", "property damage" or "environmental damage" expected or intended from the standpoint of the insured.
- b. "Bodily injury", "property damage" or "environmental damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- c. Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- d. "Bodily injury" to:
  - (1) An employee of the insured arising out of and in the course of:
    - (a) employment by the insured; or
    - (b) performing duties related to the conduct of the insured's business.
  - (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above. This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of injury.
- e. "Property damage" or "environmental damage" to:
  - (1) A "waste facility";
  - (2) Property you own, rent, or occupy now or at any other time;
  - (3) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
  - (4) Property loaned to an insured; or
  - (5) Personal property in the care, custody or control of an insured.
- f. "Bodily injury", "property damage" or "environmental damage" included within the "products completed operations hazard".

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- g. "Bodily injury", "property damage" or "environmental damage" arising out of the ownership or operation of any offshore facility as defined in the Outer Continental Shelf Lands Act Amendment of 1978 or the Clean Water Act of 1977 as amended 1978 or any deepwater port as defined in the Deepwater Port Act of 1974 as amended or as may be amended.
- h. "Bodily injury", "property damage" or "environmental damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto", "mobile equipment", rolling stock or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to "bodily injury", "property damage" or "environmental damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury", "property damage" or "environmental damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids, are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

- i. "Bodily injury", "property damage" or "environmental damage" arising out of the emission, discharge, release or escape of drilling fluid, oil, gas or other fluids from any oil, gas, mineral, water or geothermal well.
- j. "Bodily injury", "property damage" or "environmental damage" arising out of a "pollution incident" which results from or is directly or indirectly attributable to failure to comply with any applicable statute, regulation, ordinance, directive or order relating to the protection of the environment and promulgated by any governmental body, provided that failure to comply is a willful or deliberate act or omission of:
  - (1) The insured; or
  - (2) You or any of your members, partners or "executive officers".
- k. "Bodily injury", "property damage" or "environmental damage" arising out of acid rain.
- l. "Bodily injury", "property damage" or "environmental damage" arising out of:
  - (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
  - (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.
- m. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants" at any site which is included or proposed for inclusion on a governmental authority's cleanup priority list.
- n. Any loss, cost or expense arising out of any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants" at any site which is included or proposed for inclusion on a governmental authority's cleanup priority list.
- o. "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.
 

As used in this exclusion, hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.
- p. Any multiple, punitive or exemplary damages.
- q. "Bodily injury", "property damage" or "environmental damage" resulting from "pollutants" not brought on or to "your work site" by any insured or any contractor or subcontractor working directly or indirectly on any insured's behalf.

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- r. "Defense expenses" as a result of "bodily injury", "property damage" or "environmental damage" excluded under this endorsement.
  - s. "Bodily injury", "property damage" or "environmental damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by any insured or on any insured's behalf by a contractor or subcontractor.
  - t. "Bodily injury", "property damage" or "environmental damage" related in any way to "pollutants" which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for any insured or any person or organization for whom you may be legally responsible.
- B. SECTION III - LIMITS OF INSURANCE is deleted and replaced with the following:

**SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE**

1. The Limits of Insurance shown in the Supplemental Coverage Schedule and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds under this endorsement; or
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard".
  - c. Damages under Coverage B; and
  - d. Damages, "cleanup costs" and "defense expenses" under Coverage D.
3. Subject to 2. above (the General Aggregate Limit), the Pollution Liability Aggregate Limit is the most we will reimburse for the sum of:
  - a. All damages because of all "bodily injury" and "property damage";
  - b. All "cleanup costs" incurred because of all "environmental damage"; and
  - c. All "defense expenses" incurred by the insured to defend any "suit" seeking those damages or costs; arising out of all "pollution incidents".
4. Subject to 2. above (the General Aggregate Limit) and 3. above (the Pollution Liability Aggregate Limit), the Each Pollution Incident Limit is the most we will reimburse for:
  - a. All damages because of all "bodily injury" and "property damage";
  - b. All "cleanup costs" incurred because of all "environmental damage"; and
  - c. All "defense expenses" incurred by the insured to defend any "suit" seeking those damages or costs; arising from any one "pollution incident".

**Deductible**

We will reimburse you only for "property damage", "cleanup costs", or "defense expenses" in excess of the deductible stated in the Supplemental Coverage Schedule. The deductible will apply separately to each "pollution incident". We will not reduce the Each Pollution Limit or the Pollution Liability Aggregate Limit by the application of the deductible.

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C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is deleted and replaced by the following:
  2. Duties In The Event Of Environmental Damage, Pollution Incident, Loss Or Suit.
    - a. You must see to it that we are notified in writing promptly of "environmental damage" or a "pollution incident" which may result in a loss. Notice should include:
      - (1) How, when and where the "environmental damage" or "pollution incident" took place;
      - (2) The names and addresses of injured persons or witnesses;
      - (3) The nature and location of any injury or damage arising out of the "environmental damage" or "pollution incident".
    - b. You and any other involved insured must:
      - (1) Immediately send us copies of any demands, notices, summons or legal papers received in connection with the loss;
      - (2) Authorize us to obtain records and other information;
      - (3) Enforce any right against any other person or organization which may be liable to you because of damage to which this insurance applies.
    - c. You must see to it that we are notified in writing promptly of any reimbursable damages, costs or "defense expenses" under this endorsement. Notice should include copies of bills, invoices, demands or judgments.
2. Condition 4. Other Insurance. Is deleted and replaced by the following:
  4. Other Insurance. This insurance is excess over any other insurance whether primary, excess, contingent or on any other basis.

D. SECTION V - DEFINITIONS is amended to include the following:

"Cleanup costs" mean expenses for the removal or neutralization of contaminants, irritants or "pollutants".

"Defense expenses" mean only those fees, costs and expenses that result directly from the investigation, settlement or defense of a specific claim or "suit".

- a. Such fees, costs and expenses include the following:
  - (1) Reasonable and customary attorney fees, costs and expenses.
  - (2) The cost of legal proceedings.
  - (3) The cost of bonds to release property that is being used to secure a legal obligation. We do not have to furnish such bonds.
  - (4) Other reasonable expenses incurred by an insured while aiding in the investigation or defense of a claim or "suit". We will not reimburse more than \$250 per day for earnings actually lost by the insured because of time taken off from work. We have no duty to pay any other expenses incurred by the insured.
  - (5) The cost taxed against any insured in a "suit".
  - (6) Prejudgment interest meaning the interest that accumulates before a judgment and that is awarded against the insured on that part of a judgment we pay.
- b. However, we will not consider any of the following to be "defense expenses":
  - (1) Our expenses, meaning salaries and expenses of our employees, including employed attorneys and fees and expenses of independent investigators or adjustors that we hire.
  - (2) Salaries and expenses of insureds other than expenses incurred by an insured with our consent.

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- (3) Postjudgment interest meaning the interest that accumulates on a judgment from the date of a judgment to the date it is paid.

"Environmental damage" means the injurious presence of "pollutants" in or upon land, the atmosphere, or any watercourse or body of water.

"Pollution incident" means the actual or alleged emission, discharge, release, or escape of "pollutants" from "your work site" provided that such emission, discharge, release or escape results in "environmental damage". All "bodily injury", "property damage" and "environmental damage" arising out of one emission, discharge, release or escape will be deemed to be one "pollution incident".

"Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

"Waste facility" means any site to which waste from the operations of "your work site" is legally consigned for delivery or delivered for storage, disposal, processing or treatment, provided that such site is not and never was owned by, rented or loaned to you.

"Your work site" means any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations. "Your work site" does not include:

- a. Any premises, site or location owned, occupied, rented or loaned to you at any time while you or any contractor or subcontractor working on your behalf were working on such premises, site or location;
- b. Any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or
- c. Any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".