



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2016

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 Marsh USA Inc. 1500 Urban Center Drive, Suite 550 Birmingham, AL 35242 Attn: Laura McLaughlin (205) 262-2300 J29400-MS-REG-17-18	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Vulcan Construction Materials, LP PO Box 385014 Birmingham, AL 35238-5014	INSURER A : Old Republic Insurance Co NAIC # 24147	
	INSURER B : N/A N/A	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** ATL-003382644-11 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> Subject to \$50,000 SIR/claim GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY309029	01/01/2017	01/01/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
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 type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			MWTB309026	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC309030-00	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Annual Bid for aggregate (Reference 132-2012). Certificate holder is additional insured as their interest appears where required by written contract, but only as respects liability arising out of the operations of the Named Insured. General Liability insurance is primary and non-contributory to other insurance of the additional insured.

CERTIFICATE HOLDER LFUGG Purchasing Department 200 East Main Street Lexington, KY 40502	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 of Marsh USA Inc. <i>Dawn B. Adamson</i>
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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

AMENDMENTS TO COVERAGE FORM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is revised by the addition of the following:

d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any written or oral contract or agreement you enter into which require you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lessor of:

- (1) The coverage and/or limits of this policy; or
- (2) The coverage and/or limits required by said contract or agreement.

B. SECTION II - LIABILITY COVERAGE, B. Exclusions, 2. Contractual is deleted in its entirety without replacement.

C. The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights of Recovery Against Others To Us:**

We waive our rights against any principal for whom the insured is operating under a written contract when such contract requires a waiver of Rights of Recovery.

Work commenced under a letter of intent to work order, subject to subsequent reduction to writing with entities whose customary contract would require a waiver, would also fall within this waiver provision.

D. SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, is amended by the addition of **(6).**

The coverage territory is:

(6) Elsewhere in the world:

Provided the claim is made or "suit" is brought elsewhere than the United States of America, its territories or possessions, or Canada, the company shall have the right, but not the duty, to investigate and settle such claims and defend such "suits". In any case where the company elects not to investigate, settle or defend, the insured under the supervision of the company shall make or cause to be made such investigation and defenses as are reasonably necessary, and subject to prior authorization by the company will effect to the extent possible such settlement or settlements as the company and the

CA 235 001 0711

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AMENDMENTS TO COVERAGE FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART/FORM

SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions g. Aircraft, Auto Or Watercraft is revised as follows:

- (2) A watercraft you own that is:
 - (a) Less than 100 feet long; and
 - (b) Not being used to carry persons or property for a charge;

SECTION I - COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

2. Exclusions e. Contractual Liability is deleted in its entirety without replacement.

SECTION II - WHO IS AN INSURED 1. is revised by the addition of the following:

- f. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which require you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.
- g. Any physician, dentist, nurse or other medical practitioner employed by you for "Incidental Medical Malpractice Injury". However, the insurance provided hereunder to such persons shall not apply to liability, arising out of services performed outside the scope of their duties as "employees" unless such services are performed without remuneration and without intent to receive remuneration.

This coverage does not apply to you or any insured if you are engaged in the business or occupation of providing any of the services described in the definition of "Incidental Medical Malpractice Injury".

SECTION II - WHO IS AN INSURED 2.a. (1) (d) is deleted in its entirety.

SECTION V - DEFINITIONS 9. "Insured contract" c. and d. are amended to read:

- c. Any easement or license agreement, including in connection with construction or demolition operations on or within 50 feet of a railroad;

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