<u>PART VI</u>

CONTRACT AGREEMENT

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PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the day of February, 2013, by and between Lexington-Fayette Urban County Government, acting herein called "OWNER" and Walter Martin Excavating, Inc. doing business as a corporation, located at 698 Highway 1383. Russell Springs, KY 42642, County of Russell, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of Two Hundred Nineteen Thousand One Hundred Ten and 00/100 Dollars (\$219,110.00). Quoted in the proposal by the CONTRACTOR, dated December 6, 2012, hereby agree to commence and complete the construction described as follows:

1. SCOPE OF WORK

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and the Special Conditions of the Contract, the Specifications and Contract Documents therefore as prepared by <u>Integrated Engineering</u>, <u>PLLC</u> for the <u>Cardinal Lane Storm Water Improvements</u>.

2. TIME OF COMPLETION

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract. in full, is hereby fixed as **Ninety (90) calendar days.** The time shall begin five (5) days after the CONTRACTOR is given the Notice to Proceed with the Work.

3. ISSUANCE OF WORK ORDERS

Notice to begin Work will be given in whole or for part of the Work as determined by the OWNER pending the availability of funds. The order of construction will be as determined by the Engineer after consultation with the CONTRACTOR and the OWNER.

4. THE CONTRACT SUM

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, as quoted in the proposal, subject to any additions and deductions, as provided therein.

5. PROGRESS PAYMENTS

The OWNER shall make payments on account of the Contract, as provided in accordance with the General Conditions, as estimated by the Engineer, less the aggregate of previous payments.

6. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due within ninety (90) days after completion of the Work, provided the Work be then fully completed and the Contract fully accepted.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the Work has been paid.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER so certifies, the OWNER shall upon certificate of the ENGINEER, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

7. THE CONTRACT DOCUMENTS

The Advertisement for Bids, Information for Bidders, the General Conditions, Performance and Payment Bonds, Contract Agreement, Special Conditions, Technical Specifications, any and all Addenda, and Proposal, and Plan Drawings form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated.

8. EXTRA WORK

The OWNER, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such Work shall be executed and paid for in accordance with the General Conditions, which is a part of this Contract.

9. LIQUIDATED DAMAGES

If the Contractor shall fail or refuse to complete the work within the Contract Time, or extension of time granted by the Owner, then the Contractor agrees as a partial consideration for the awarding of this Contract that the Owner may retain from the compensation otherwise to be paid to the Contractor the amount of **two hundred dollars** for each and every calendar day (\$200 per day) that the Contractor shall be in default after the time stipulated in the Contract Documents. The said amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain.

10. THE FOLLOWING IS AN ENUMERATION OF THE SPECIFICATIONS AND DRAWINGS (CONTRACT DOCUMENTS):

SPECIFICATIONS

| SECTION NO. | TITLE | PAGES | | |
|----------------|--|-------|--------|-----|
| I | Advertisement for Bids | AB | 1 thru | 5 |
| II | Information for Bidders | IB | 1 thru | 14 |
| III | Form of Proposal | P | 1 thru | 36 |
| IV | General Conditions | GC | 1 thru | 50 |
| V | Special Conditions | SC | 1 thru | 8 |
| VI | Contract Agreement | CA | 1 thru | 6 |
| VII | Performance and Payment Bonds | PB | 1 thru | 7 |
| VIII | General Provisions | GP | 1 thru | 8 |
| IX | Addenda | AD | 1 thru | 1 |
| X | Technical Specifications | | 1 thru | 163 |
| XI | KIA Supplemental General Conditions for State Revolving Loan Fund | | 1 thru | 69 |
| XII | Appendix | | 1 thru | 52 |

TECHNICAL SPECIFICATIONS

| 01000 | Mobilization / Demobilization |
|--------|--|
| 015713 | Temporary Erosion and Sediment Control |
| 02000 | Geotechnical Investigation |
| 02225 | Excavating, Backfilling, and Compacting for Sewers |
| 02245 | Temporary Bypass Pumping |
| 02608 | Manholes |
| 02732 | Sewage Collection Lines |
| 042000 | Mortar and Grout |
| 03300 | Cast In Place Concrete |
| 311000 | Site Clearing |
| 311001 | Demolition |
| 312000 | Earth Moving |
| 315000 | Excavation Support and Protection |
| 321216 | Asphalt Paving |
| 321313 | Concrete Paving |
| 321373 | Concrete Paving Joint Sealants |
| 329200 | Turf and Grasses |
| 330513 | Storm Manhole and Structures |
| 334100 | Storm Utility Drainage Piping |
| 340100 | Plant Precast Box Culverts |
| | |

PLAN DRAWINGS

| C0 | Cover Sheet | C5 | Proposed Storm Plan & Profile (Base Bid) |
|----|----------------------------|----|---|
| C1 | Construction Notes | C6 | Proposed Sanitary Plan and Profile (Base Bid) |
| C2 | Existing Conditions | C7 | Proposed Storm Plan and Profiles (Add Alternates 1 & 2) |
| C3 | Demolition Plan | C8 | Site Details |
| C4 | Overall Plan | | |

IN WITNESSETH WHEREOF, the parties hereto have executed this Contract as of the date and year above written.

| (Seal) | Lexington-Fayette Urban County Government. Lexington, Kentucky (Owner) |
|--|--|
| ATTEST: Susan Temb Clerk of the Urban County Council Witness) | BY: Jim Gray MAYOR MAYOR (Title) |
| (Seal) | Walter Martin Excavating, Inc. (Contractor) |
| Lisa Martie-Jahren (Secretary)* CeMent Parl Co (Witness) | Senier Manager Senier Manager (Title) 501 Darby Creek Rd., Snite 18 Lexington, ky 4050 9 (Address and Zip Code) |
| | Lexington, ky 40509 (Address and Zip Code) |

IMPORTANT: *Strike out any non-applicable terms.

Secretary of the Owner should attest. If the CONTRACTOR is corporation, Secretary should attest. Give proper title of each person-executing Contract.

PART VII

PERFORMANCE BOND

Bond No. 0614282

| KNOW ALL MEN BY THESE PRESENTS, that | |
|--|--------------|
| Walter Martin Excavating, Inc. | |
| (Name of CONTRACTOR) | |
| 698 Highway 1383, Russell Springs, KY 42642 | |
| (Address of CONTRACTOR) | |
| a Corporation | , hereinafte |
| (Corporation, Partnership, or Individual) | |
| called Principal, and <u>International Fidelity Insurance Company</u> (Name of Surety) | |
| One Newark Center 20th Floor, Newark, NJ 07102 | |
| (Address of Surety) | |

hereinafter called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT 200 East Main Street, Third Floor, Lexington, Kentucky 40507

hereinafter called "OWNER" in the penal sum of:

Two Hundred Nineteen Thousand, One Hundred Ten and 00/100 Dollars, (S219,110.00), for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for <u>Cardinal Lane Storm Water Improvements</u> in accordance with Drawings and Specifications prepared by: <u>Integrated Engineering, PLLC</u> which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever, Principal shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions or
- Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the OWNER elects, upon determination by the OWNER and Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as Work progresses (even though there may be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph shall mean the total amount payable by OWNER to Principal under the Contract and any amendments thereto, less the amount properly paid by OWNER to Principal.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

| IN WITNESS WHEREOF, this instrument | is executed in Three (3) counterparts, each one of (number) |
|---|---|
| which shall be deemed an original, this the | 18th day of January , 2013 |
| ATTEST: | |
| Lisa Martin-John (Principal) Secretary | Walter Martin Excavating, Inc. (Principal) |
| (SEAL) | BY: Arott Ca (s) |
| | 698 Highway 1383 |
| Witness to Principal) | (Address) Russell Springs, KY 42642 |
| (Address) Russell Springs, Ky 42642 | |
| | International Fidelity Insurance Company (Surety) |
| ATTEST: (Surety) Sextension | BY: Thacken a charton Mackenzie Huston |
| (SEAL) | PO Box 2030 |
| Witness as to Surety | (Address) |
| PO Box 2030 (Address) Lexington, KY 40588 | Lexington, KY 40588 |
| END OF SECTION | |

PART VII

PAYMENT BOND

| KNOW ALL | MEN BY THESE PRESENT: that | |
|----------------|---|-------------|
| Walter M | artin Excavating, Inc. | |
| | (Name of Contractor) | |
| 698 High | way 1383, Russell Springs, KY 42642 | |
| | (Address of Contractor) | |
| a | Corporation | hereinafter |
| | called (Corporation. Partnership or Individual) | |
| Principal, and | International Fidelity Insurance Company | |
| | (Name of Surety) | |
| One Newar | rk Center 20th Floor, Newark, NJ 07102 | |
| | (Address of Surety) | |
| | | |

hereinafter called Surety, are held and firmly bound unto:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

200 East Main Street, Third Floor, Lexington, Kentucky 40507

Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinafter defined, in the amount of Two Hundred Nineteen Thousand, One Hundred Ten and 100/100 Dollars (\$219,110.00) the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for <u>Cardinal Lane Storm Water Improvements</u> in accordance with Drawings and Specifications prepared by: <u>Integrated Engineering, PLLC</u> which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

- 2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
- 3. No suit or action shall be commenced hereunder by any claimant:
 - Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- 4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against aid improvement, whether or not claim for the amount of such lien be presented under and against this bond.

| IN WITNESS WHEREOF, this instrument i | s executed in Three (3) counterparts, each one o (number) |
|--|---|
| which shall be deemed an original, this the _ | 18th day of January , 2013 |
| ATTEST: | |
| Lisa Martin-Jell (Principal) Secretary | Walter Martin Excavating, Inc. (Principal) |
| (SEAL) | BY: Scott Ca (s) |
| Witness to Principal) | 698 Highway 1383 (Address) Russell Springs, KY 42642 |
| (Notness to Ennicipal) 698 Hwy 1383 (Address) Russell Springs, My 42642 | International Fidelity Insurance Company (Surety) |
| ATTEST: (Surety) SWEAKSKX | BY: Thacken abuston Mackenzie (Attorney in-Fact) Mackenzie Huston |
| (SEAL) | PO Box 2030 |
| Witness as to Surety P0 Box 2030 (Address) | (Address) Lexington, KY 40588 |

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

MACKENZIE HUSTON, CHRIS P. BARNETT, WILLIAM F. COWGILL, TERESA LYNNE JOHNS, SANDY Q. BLACK

Lexington, KY.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto: and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY County of Essex

Adut his

ROBERT W. MINSTER Executive Vice President/Chief Operating Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)

On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the seals affixed to said instrument are the Corporate Seals of said Companies; the corporate Seals of said Companies; the corporate Seals of said Companies of sai duly affixed by order of the Boards of Directors of said Companies. IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

CALOTAP PL OF NEW JERS

A NOTARY PUBLIC OF NEW JERSEY My Commission Expires Mar. 27, 2014

Cathy Vargue

CASUALT

1936

ENWSYLYA

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have ompared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this $18\mbox{th}$

day of January

MARIA BRANCO, Assistant Secretary

Maria H. Granco

Client#: 120879

41WALTERMART1

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/27/2012

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 J Smith Lanier & Co-Lexington Powell-Walton-Milward | CONTACT Roxanne Cameron FAX ROX ROX | | | | |
|--|---|--------|--|--|--|
| P O Box 2030 Lexington, KY 40588 | INSURER A: Westfield Insurance Company | NAIC # | | | |
| Walter Martin Excavating Inc. c/o Lisa Martin 698 Highway 1383 Russell Springs, KY 42642 | INSURER B: KY Assoc. General Contractors INSURER C: INSURER D: INSURER E: | | | | |
| | INSURER F : | | | | |

| Russell Springs, KY 42642 | | | INSURER E: | | | | | |
|---|--|---------------|--|---------------------------|----------------------------|--|-----------------|---------------------------------------|
| ┖ | INSURER F: | | | | | | | |
| C | OVERAGES CER | TIFICATE N | | | REVISION NUMBER: | | | |
| | THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PER INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH T CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TER EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | CH THIS | |
| INS LTI | | ADDL SUBR | POLICY NUMBER | | POLICY EXP (MM/DD/YYYY) | LIMIT | s | |
| Α | | 1 | RA4030960 | | | EACH OCCURRENCE | s 1,000 | 0.000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$300,0 | 000 |
| | CLAIMS-MADE X OCCUR | | | | | MED EXP (Any one person) | s 10,00 | 00 |
| 1 | X PD Ded:2,500 | | | | | PERSONAL & ADV INJURY | \$1,000 | 000,0 |
| 1 | | | | | | GENERAL AGGREGATE | \$2,000 | 0,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | ! | | | | PRODUCTS - COMPIOP AGG | \$2,000 | 0,000 |
| L_ | POLICY PRO- JECT LOC | | | | | | \$ | |
| Α | AUTOMOBILE LIABILITY | T | RA4030960 | 08/01/2012 | 08/01/2013 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000 | ,000 |
| | X ANY AUTO | | | | | BODILY INJURY (Per person) | \$ | |
| i | ALL OWNED SCHEDULED AUTOS | | | | | BODILY INJURY (Per accident) PROPERTY DAMAGE | <u> </u> | |
| | X HIRED AUTOS X NON-OWNED AUTOS | | | | | (Per accident) | \$ | |
| | X Drive Oth Car | | | | | | \$ | · · · · · · · · · · · · · · · · · · · |
| Α | X 00000 | TF | RA4030960 | 08/01/2012 | 08/01/2013 | EACH OCCURRENCE | \$5,000 | |
| İ | EXCESS LIAB CLAIMS-MADE | | | | | AGGREGATE | \$5, <u>000</u> | ,000 |
| | DED X RETENTION \$0 | | | | | w Two statu: Toth-r | \$ | |
| В | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | 73 | 3050 | 01/01/2013 | 12/31/2013 | X WC STATU- OTH- | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | N/A | | | | E L. EACH ACCIDENT | s4,000 | |
| | (Mandatory in NH) If yes, describe under | | | | | E.L. DISEASE - EA EMPLOYEE | | |
| | DESCRIPTION OF OPERATIONS below | | | ···· | | E.L. DISEASE - POLICY LIMIT | £4,000 | ,000 |
| | | | | | į | | | |
| | SCRIPTION OF OPERATIONS / LOCATIONS / VEHIC | | ORD 101, Additional Remarks | Schedule, if more space i | s required) | | | |
| ł . | d #121-2012 - Cardinal Lane Storm | | | | | | | |
| | ertificate Holder is named as additi | | • | • | - | to the | | |
| , - | neral liability insurance and subje | ct to the pro | ovisions and limitati | ons of the policy | • | | | |
| 1 | overage includes: | | | | | | | |
| Pollution Liability - \$1,000,000 Limit | | | | | | | | |
| XCU is included in the General Liaiblity form | | | | | | | | |
| CE | RTIFICATE HOLDER | | - · · · - · · · · · · · · · · · · · · · | CANCELLATION | | · · · · · · · · · · · · · · · · · · · | | |
| | | | | | | | | |

LFUCG

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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PXL