

AIA Document G732™ - 2009

REVIEWED
By H Preston at 10:20 am, Sep 08, 2022

APPLICATION AND CERTIFICATE FOR PAYMENT

CONSTRUCTION MANAGER-ADVISER EDITION

PAGE ONE OF PAGES

TO OWNER:

Beachwood Independent Board of Education
50 Beachwood Road
Fort Mitchell, KY 41017

PROJECT:

Beachwood Independent Schools
Phase 6B: Addition & Renovations
54 Beachwood Rd.
Fort Mitchell, KY 41017

APPLICATION 0 2

Distribution to:

☐ OWNER
☐ CONSTRUCTION
MANAGER
☐ ARCHITECT
☐ CONTRACTOR

FROM CONTRACTOR:

McAndrews Windows and Glass
820 State Avenue
Cincinnati, OH 45204

PERIOD TO: 9/11/2022

PROJECT NO:

CONTRACT DATE: May 17, 2022

CONTRACT FOR: BP#206 Alum. Windows/Framed Entrances

CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for payment, as shown below, in connection with the Contract.
(Continuation Sheet, AIA Document G703, is attached.)

1. MODIFIED CONTRACT SUM		\$86,320.00
2. Net change by Change Orders		\$60.00
3. CONTRACT SUM TO DATE (Line 1 + 2)		\$86,380.00
4. TOTAL COMPLETED & STORED TO DATE (Column C on G703)		\$4,297.71
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	429.77
b. 0 % of Stored Material	\$	
(Column F on G703)		
Total Retainage (Lines 5a + 5b of Total in Column 1 of G703)	\$	429.77
6. TOTAL EARNED LESS RETAINAGE: (Line 4 less Line 5 Total)	\$	39,867.39
7. LESS PREVIOUS CREDIT ALLS FOR PAYMENT (Line 6 from prior Certificate)	\$	29,367.39
8. CURRENT PAYMENT DUE:	\$	13,500.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE: (Line 3 less Line 6)	\$	547,312.61
CHANGE ORDER SUMMARY		
Total approved in previous months by Owner		
Total approved this month including Construction Change Orders:		\$860.00
	(TOTALS)	\$860.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: McAndrews Windows & Glass

Date: 9/11/2022

By: Blake Wauligman
State of Ohio
County of Hamilton
Subscribed and sworn to before
me this 1st day of September 2022
Notary Public: Blake Wauligman
My Commission expires September 19, 2026



BLAKE WAULIGMAN
Notary Public
State of Ohio
My Comm. Expires
September 19, 2026

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$ 13,500.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that changed to conform to the CONSTRUCTION MANAGER-ADVISER EDITION.)

By: Tom Wauligman Date: 9-12-22
ARCHITECT (NOTE: If Multiple Parties, Contractors are responsible for performing portions of the Project, then Architect's certification is not required.)

By: [Signature] Date: 9-12-22

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

ALA DOCUMENT G703

PAGE OF PAGES

ALA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2

APPLICATION DATE: 9/1/2022

PERIOD TO: 9/11/2022

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		COMPLETED AND STORED TO DATE (D+E+G)	% (G ÷ C)		
1	OFFICE AND SHOP DRAWINGS	\$7,592.00	\$6,073.60			\$6,073.60	80%	\$1,518.40	\$607.36
2	ALUMINUM	\$146,152.00				\$0.00	0%	\$146,152.00	\$0.00
3	GLASS	\$81,303.00			\$15,000.00	\$15,000.00	18%	\$66,303.00	\$1,500.00
4	WINDOW PROCUREMENT	\$83,005.00	\$8,300.50			\$8,300.50	10%	\$74,704.50	\$830.05
5	SKYLIGHTS	\$51,720.00				\$0.00	0%	\$51,720.00	\$0.00
6	MISCELLANEOUS	\$16,463.00				\$0.00	0%	\$16,463.00	\$0.00
7	EQUIPMENT RENTAL	\$7,854.00				\$0.00	0%	\$7,854.00	\$0.00
8	CLEANING-INTERIM	\$7,142.00				\$0.00	0%	\$7,142.00	\$0.00
9	CLEANING-FINAL	\$7,143.00				\$0.00	0%	\$7,143.00	\$0.00
10	BOND	\$14,923.00	\$14,923.00			\$14,923.00	100%	\$0.00	\$1,492.30
11	MIRRORS	\$1,990.00				\$0.00	0%	\$1,990.00	\$0.00
12	LABOR-1ST FLOOR	\$62,927.00				\$0.00	0%	\$62,927.00	\$0.00
13	LABOR-2ND FLOOR	\$62,928.00				\$0.00	0%	\$62,928.00	\$0.00
14	PUNCHLIST	\$11,726.00				\$0.00	0%	\$11,726.00	\$0.00
15	PROJECT CLOSE OUT	\$11,726.00				\$0.00	0%	\$11,726.00	\$0.00
16	SUBMITTALS	\$11,726.00				\$0.00	0%	\$11,726.00	\$0.00
GRAND TOTALS		\$586,320.00	\$29,297.10	\$0.00	\$15,000.00	\$44,297.10	#DIV/0!	\$542,022.90	\$4,429.71

Users may obtain validation of this document by requesting of the license a completed ALA Document D401 - Certification of Document's Authenticity

PARTIAL WAIVER AND RELEASE OF CLAIMS FOR PAYMENT

STATE OF Ohio
COUNTY OF Hamilton
TO WHOM IT MAY CONCERN:

(use for all tiers)

WHEREAS, the undersigned ("Undersigned") has been employed by Codell Construction ("OWNER", "CONTRACTOR", or "CONSTRUCTION MANAGER") to furnish and install Glass & Windows for project known as Beechwood Independent Schools Phase 6B ("PROJECT") of which Beechwood Independent BOE is the owner ("OWNER") and on which Codell Construction is also a ("CONTRACTOR" or "CONSTRUCTION MANAGER").

The Undersigned, for and in consideration of Thirteen Thousand Five Hundred x/100 — \$ 13,500.00 Dollars, and in consideration of such sum and other good and valuable considerations, UPON RECEIPT, do(es) for its heirs, executors, and administrators, hereby waive and release the Owner, the Contractor, the Contractor's Surety, the Construction Manager, the Construction Manager's surety, and each of their insurers, parents, subsidiaries, related entities, affiliates, members, past and present officers, directors, heirs, and administrators, from any and all suits, debts, demands, torts, charges, causes of action and claims for payment, including claims under the laws or statutes of the municipality, state or federal government relating to payment bonds, the Miller Act, or other act or statute including prompt payment statutes, or bonds relating to the Project, and in addition all lien, or claim of, or right to, lien, under municipal, state, or federal laws or statutes, relating to mechanics' liens, with respect to and on said above-described Project, and the improvements thereon, and on the material relating to mechanics' liens, payment bonds, the Miller Act or other law, act, or statute, with respect to and on said above-described premises, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other consideration due or to become due from the Owner, on account of, arising out of or relating in any way to the labor, services, material, fixtures, equipment, apparatus or machinery furnished by the Undersigned, on the above-described Project from the beginning of time through the date indicated below, including extras.* The undersigned certifies, warrants, and guarantees that all work it has performed on the Project has been performed in accordance with its contract documents on the Project.

Date: 9/1/2022

Name of Company McAndrews Windows & Glass
(Undersigned)

Signature: [Signature]

Subscribed and sworn before me this 1 day of September, 20 22

Printed Name: Sean Danko

Title of Person Signing: Treasurer

Notary Signature and Seal: [Signature] Notary Public

NOTE: *Extras include but are not limited to changes, both oral and written, to the contract, and Claims as defined in the Undersigned's contract with the OWNER/CONTRACTOR, or State of Ohio CONSTRUCTION MANAGER. All waivers and releases must be for the full amount paid. If waiver and release is for a corporation, corporate name should be used, corporate seal affixed and file of officer signing waiver and release should be set forth: if waiver and release is for a partnership, the partnership name should be used, partner should sign and designate himself as partner. Expires September 19, 2026

STATE OF Ohio
COUNTY OF Hamilton
TO WHOM IT MAY CONCERN:

CONTRACTOR'S AFFIDAVIT

THE Undersigned, being duly sworn, deposes and says that (s)he Sean Danko the Treasurer of McAndrews Windows & Glass ("Company name and Undersigned"), who is the contractor for the Glass & Windows work on the project ("Project") located at 54 Beechwood Road Ft Mitchell KY 41013 owned by Beechwood Independent BOE ("Owner") and on which Codell Construction is a ("Contractor" or "Construction Manager").

That it has received payment of \$ 13,500.00 prior to this payment.

That all waivers and releases are true, correct, and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers or releases. That the following are the names of all parties who have furnished material, equipment, services, or labor for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due each and that the items mentioned include all labor, equipment, services, and material required to complete said work according to plans and specifications. The Undersigned agrees to indemnify, defend, and hold harmless the Owner, Contractor, Contractor's surety, Construction Manager, Construction Manager's surety from any and all claims for alleged payment made by the Undersigned's suppliers or subcontractors pertaining to the project whether or not listed below.

NAMES	TYPE /SCOPE WORK	CONTRACT PRICE	AMOUNT PREVIOUSLY PAID	THIS PAYMENT	BALANCE DUE
<u>Paid in full</u>					
TOTAL LABOR,EQUIPMENT,SERVICES, & MATERIAL TO COMPLETE					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor, or other work of any kind done or to be done upon or in connection with said work other than above stated.

Date: 9/1/2022

Name of Company McAndrews Windows & Glass (Undersigned)

Signature: [Signature] Printed Name: Sean Danko

Subscribed and sworn before me this 1 day of September, 20 22

Notary Signature and Seal: [Signature] Notary Public

State of Ohio
My Comm. Expires
September 19, 2026

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2022

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 have ADDITIONAL INSURED provisions or 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
Cincinnati/ AssuredPartners NL
5905 E. Galbraith Rd., Suite 5000
Cincinnati, OH 45236

CONTACT NAME: Katie Murray
PHONE (A/C, No, Ext): (513) 624-1719 1719 FAX (A/C, No): (513) 333-0735
E-MAIL ADDRESS: katie.murray@assuredpartners.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: National Trust Insurance Company

20141

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

River City Glass Inc dba McAndrews Windows & Glass
820 State Ave
Cincinnati, OH 45204

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	CPP100031698-03	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							OH STOP GAP \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						
	OTHER:						
A	AUTOMOBILE LIABILITY			CA100031699	12/1/2021	12/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS						
	NON-OWNED AUTOS ONLY						
A X	UMBRELLA LIAB			UMB100031700-03	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB						AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Installation			CPP100031698-03	12/1/2021	12/1/2022	Jobsite Limit 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE FOLLOWING POLICY PROVISIONS APPLY WHEN REQUIRED BY WRITTEN CONTRACT:

Additional Insured

General Liability: CG2010 Ongoing Operations; CG2037 Completed Operations; CGL088 Lessor of Leased Equipment; CG2032

Engineers/Architects/Surveyors-Not Engaged by the Named Insured

Automobile Liability: CAU058

Umbrella follows the underlying General Liability, Auto Liability, and Employer Liability forms

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Beechwood Independent Schools Board of Education
50 Beechwood Road
Fort Mitchell, KY 41017

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

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Cincinnati/ AssuredPartners NL		NAMED INSURED River City Glass Inc dba McAndrews Windows & Glass 820 State Ave Cincinnati, OH 45204	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Pollution Liability: EN0111

Primary/Non-contributory

General Liability: CG2001

Automobile Liability: CAU082

Umbrella: UMB179

Pollution Liability: EN0147

Waiver of Subrogation

General Liability: CGL088

Automobile Liability: CAU058

Umbrella: CU2403

Pollution Liability: EN0109

Definition of occurrence is amended to include damage to "your work", if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor and the "property damage" to "your work" is included in the "products-completed operations hazard".

Project – Beechwood Independent Schools Phase 6B: Additions and Renovations

Stored Materials located at 820 State Ave., Cincinnati, OH 45204 - value \$ 15,000

Beechwood Independent Schools Board of Education, Codell Construction Company, Robert Ehmet Hayes & Associates PLLC, Shrout Tate Wilson, and GOP Limited are named as Additional Insured. Policy provisions stated above apply when required by written contract or agreement.

POLICY NUMBER: CPP100031698

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED ON THIS POLICY UNDER A WRITTEN CONTRACT OR AGREEMENT.	ALL PROJECTS AS OUTLINED UNDER WRITTEN CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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 location of the covered operations has been completed; or
2. 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.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: CPP100031698

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED ON THIS POLICY UNDER A WRITTEN CONTRACT OR AGREEMENT.	ALL PROJECTS AS OUTLINED UNDER WRITTEN CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIRST CHOICE CONTRACTORS LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Commercial General Liability Coverage Form, and will apply unless excluded by separate endorsement(s) to the Commercial General Liability Coverage Form.

The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended as follows:

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE is amended as follows:

1. Extended "Property Damage"

Exclusion 2.a., Expected or Intended Injury, is replaced with the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Non-owned Watercraft

Exclusion 2.g. (2) (a) is replaced with the following:

- (a) Less than 51 feet long; and

3. Property Damage Liability – Borrowed Equipment

The following is added to Exclusion 2.j. (4):

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations. The most we will pay for "property damage" to any one borrowed equipment item under this coverage is \$25,000 per "occurrence". The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

4. Limited Electronic Data Liability

Exclusion 2.p. is replaced with the following:

- p. Electronic Data

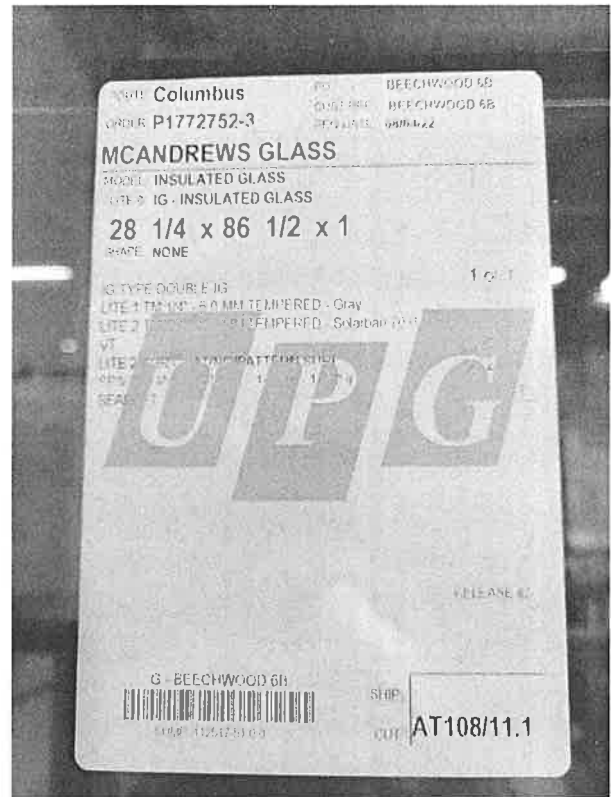
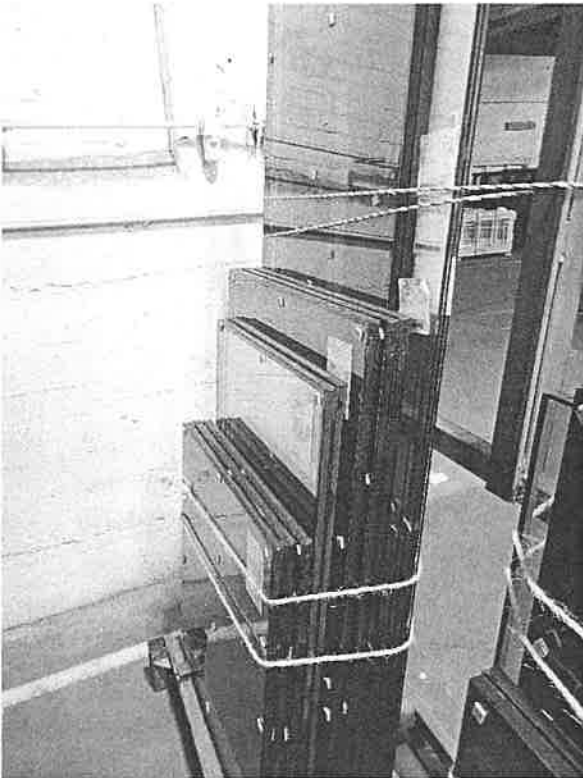
Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

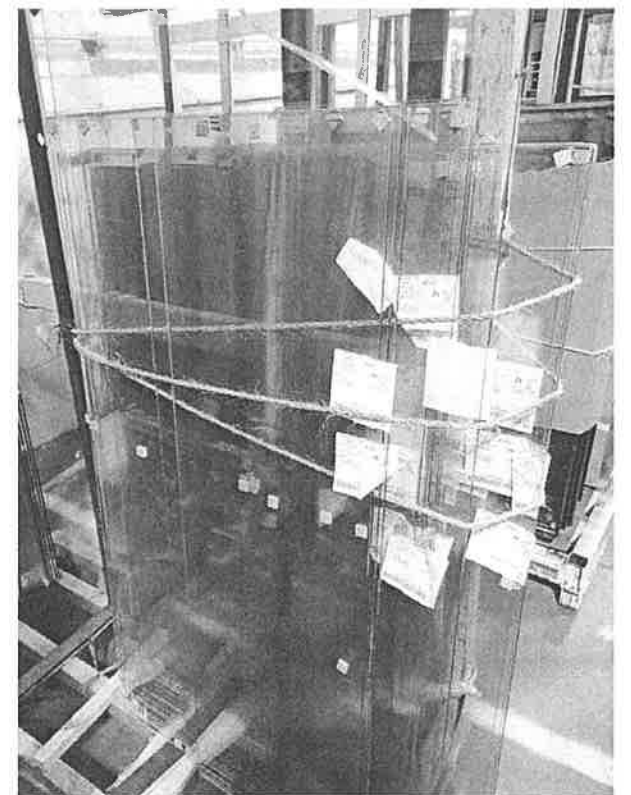
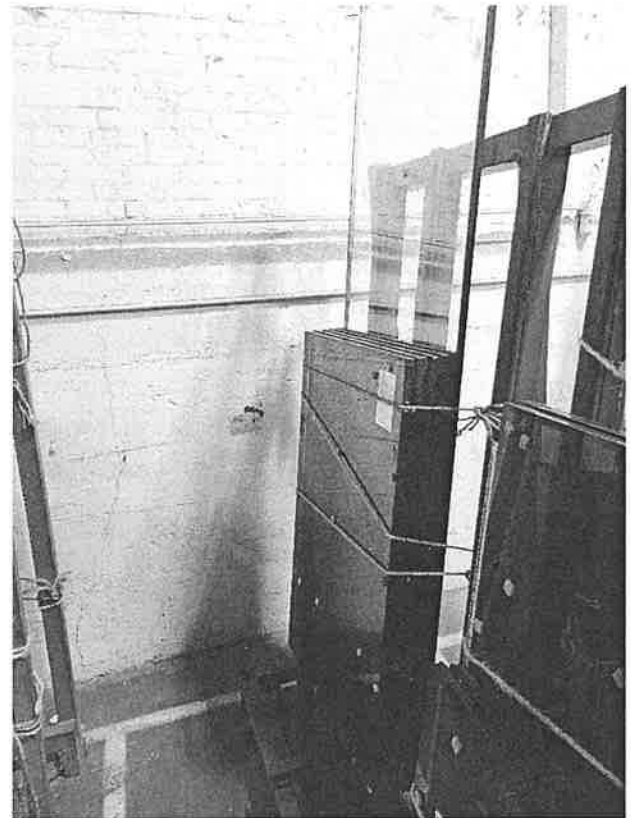
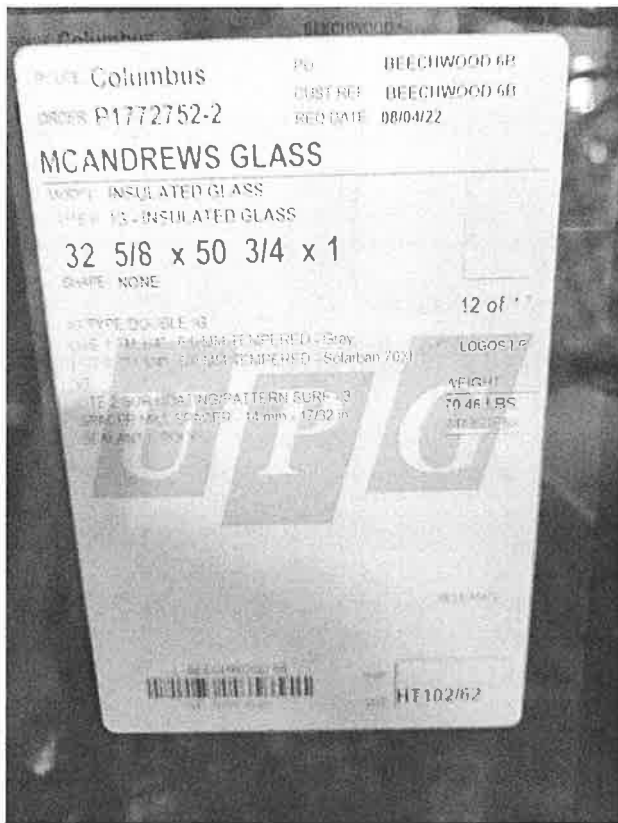
The most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is \$10,000.

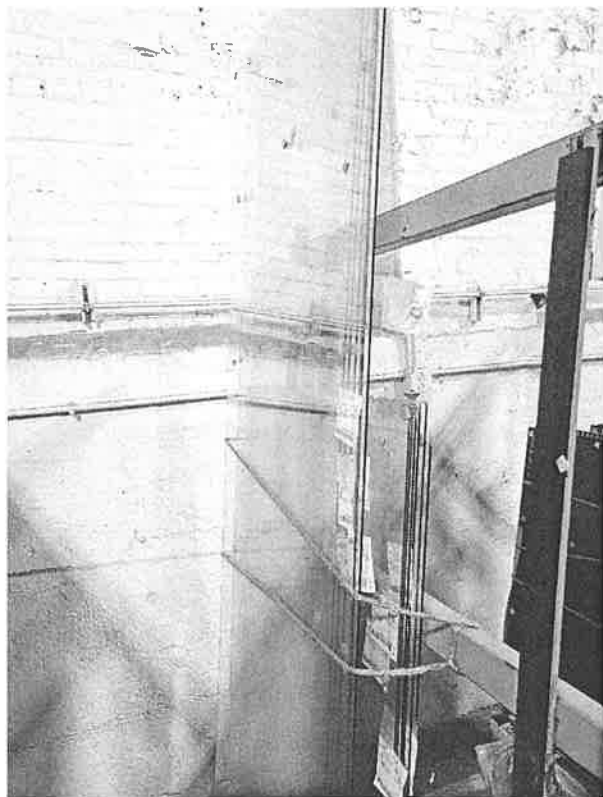
We have no duty to investigate or defend claims or "suits" covered by this Limited Electronic Data Liability coverage.

The following definition is added to **SECTION V – DEFINITIONS** of the Coverage Form:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.







4. Paragraph 6. is replaced with the following:**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Any error or omission in the description of, or failure to completely describe or disclose any premises, operations or products intended to be covered by the Coverage Form will not invalidate or affect coverage for those premises, operations or products, provided such error or omission or failure to completely describe or disclose premises, operations or products was not intentional.

You must report such error or omission to us as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium charges or exercise our right of cancellation or nonrenewal.

5. The following is added to paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

6. Paragraph 10. is added as follows:**10. Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the applicable state(s).