

# AIA Document G732™ - 2009

## APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G732/CMa

## CONSTRUCTION MANAGER-ADVISER EDITION

PAGE ONE OF 1 PAGES 2

### TO OWNER:

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

### PROJECT:

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

### APPLICATION: 7

PERIOD TO: 4/10/2022

### PROJECT NO:

CONTRACT DATE: April 12, 2021

### Distribution to:

☐ OWNER  
☐ CONSTRUCTION  
MANAGER  
☐ ARCHITECT  
☐ CONTRACTOR

### FROM CONTRACTOR:

McAndrews Windows and Glass  
820 State Avenue  
Cincinnati, OH 45204

CONTRACT FOR: BP#6 Aluminum Windows ✓

## 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   | \$ | 41,329.00 | ✓ |
| 2. Net change by Change Orders   | \$ | 7,427.11  | ✓ |
| 3. CONTRACT SUM TO DATE (Line 1 + 2)   | \$ | 48,756.11 | ✓ |
| 4. TOTAL COMPLETED & STORED TO DATE<br>(Column G on G703)                    | \$ | 48,756.11 | ✓ |
| 5. RETAINAGE:  |    |           |   |
| a. 10 % of Completed Work  | \$ | 0.00      |   |
| (Column D + E on G703)   |    |           |   |
| b. 0 % of Stored Material  | \$ |           |   |
| (Column F on G703)   |    |           |   |
| Total Retainage (Lines 5a + 5b or<br>Total in Column I of G703)              | \$ | 0.00      |   |
| 6. TOTAL EARNED LESS RETAINAGE<br>(Line 4 less Line 5 Total)                 | \$ | 48,756.11 |   |
| 7. LESS PREVIOUS CERTIFICATES FOR<br>PAYMENT (Line 6 from prior Certificate) | \$ | 43,880.50 | ✓ |
| 8. CURRENT PAYMENT DUE   | \$ | 4,875.61  |   |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE<br>(Line 3 less Line 6)            | \$ | 0.00      |   |

| CHANGE ORDER SUMMARY   | ADDITIONS  | DEDUCTIONS |
|--|------------|------------|
| Total approved in previous months by Owner                         | 7,427.11   |            |
| Total approved this month including Construction Change Directives |            |            |
| TOTALS   | \$7,427.11 | \$0.00     |
| NET CHANGES by Change Order  |            |            |

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:

By: *McAndrews Windows & Glass*

Date: 4/1/2022

State of Ohio

County of: Hamilton

Subscribed and sworn to before me this 1 day of April, 2022

Notary Public:

My Commission expires: 9/19/26



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 \$ 4,875.61 ✓

(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)

By: *Tommy Perry*

Date: 7-28-22

ARCHITECT: (NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project the Architect's Certification is not required.)

By: *[Signature]*

Date: 8-8-22

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

AIA DOCUMENT G703

PAGE OF PAGES

AIA 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: 7

APPLICATION DATE: 4/1/2022

PERIOD TO: 4/10/2022

ARCHITECT'S PROJECT NO:

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED                     |             | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | G  |              | H<br>BALANCE<br>TO FINISH<br>(C - G) | I<br>RETAINAGE<br>(IF VARIABLE<br>RATE) |
|------------------|--------------------------|-------------------------|---|-------------|---|--|--------------|--------------------------------------|---|
|                  |                          |                         | FROM PREVIOUS<br>APPLICATION<br>(D + E) | THIS PERIOD |   | TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | %<br>(G ÷ C) |                                      |   |
| 1                | OFFICE AND SHOP DRAWINGS | \$2,543.00              | \$2,543.00                              |             |   | \$2,543.00   | 100.00%      | \$0.00                               | \$0.00                                  |
| 2                | EQUIPMENT RENTAL         | \$3,355.00              | \$3,355.00                              |             |   | \$3,355.00   | 100.00%      | \$0.00                               | \$0.00                                  |
| 3                | MISCELLANEOUS            | \$3,220.00              | \$3,220.00                              |             |   | \$3,220.00   | 100.00%      | \$0.00                               | \$0.00                                  |
| 4                | WINDOW PROCUREMENT       | \$5,933.00              | \$5,933.00                              |             |   | \$5,933.00   | 100.00%      | \$0.00                               | \$0.00                                  |
| 5                | BOND                     | \$4,875.00              | \$4,875.00                              |             |   | \$4,875.00   | 100.00%      | \$0.00                               | \$0.00                                  |
| 6                | PUNCHLIST                | \$826.00                | \$826.00                                |             |   | \$826.00   | 100.00%      | \$0.00                               | \$0.00                                  |
| 7                | PROJECT CLOSE OUT        | \$826.00                | \$826.00                                |             |   | \$826.00   | 100.00%      | \$0.00                               | \$0.00                                  |
| 8                | SUMMITALS                | \$826.00                | \$826.00                                |             |   | \$826.00   | 100.00%      | \$0.00                               | \$0.00                                  |
| 9                | LABOR                    | \$18,925.00             | \$18,925.00                             |             |   | \$18,925.00  | 100.00%      | \$0.00                               | \$0.00                                  |
| 10               | CHANGE ORDER 6-1         | \$7,427.11              | \$7,427.11                              |             |   | \$7,427.11   | 100.00%      | \$0.00                               | \$0.00                                  |
|                  | <b>GRAND TOTALS</b>      | \$48,756.11             | \$48,756.11                             | \$0.00      | \$0.00  | \$48,756.11  | 100.00%      | \$0.00                               | \$0.00                                  |

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

PARTIAL WAIVER AND RELEASE OF CLAIMS FOR PAYMENT


(use for all tiers)

WHEREAS, the undersigned ("Undersigned") has been employed by Codell Construction ("OWNER", "CONTRACTOR", or "CONSTRUCTION MANAGER") to furnish and install Glass for project known as Beechwood Independent Schools Phase 6A ("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 Four Thousand Eight Hundred Seventy Five Dollars (\$ 4,875.61) 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: 4/1/2022  
Signature: [Signature]  
Printed Name: Sean Damka

Name of Company McAndrews Windows + Glass  
(Undersigned)  
Subscribed and sworn before me this 1 day of Apr. 1, 2022

Title of Person Signing: Treasurer Notary Signature and Seal: [Signature]  Blake A. H. 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 duly  
of officer signing wavier 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

**CONTRACTOR'S AFFIDAVIT**

THE Undersigned, being duly sworn, deposes and says that (s)he Sean Domka the Treasurer  
of McAndrews Windows & Glass ("Company name and Undersigned"), who is the contractor for the  
Glass work on the project ("Project") located at 54 Beechwood Road  
F+ Mitchell KY 4013 owned by Beechwood Independent BOE ("Owner") and on  
which Codell Construction is a ("Contractor" or "Construction Manager").

That it has received payment of \$ 31750.20 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<br>PREVIOUSLY<br>PAID | THIS<br>PAYMENT | BALANCE DUE |
|---|------------------|----------------|------------------------------|-----------------|-------------|
| Paid in full  |                  |                |                              |                 |             |
|   |                  |                |                              |                 |             |
|   |                  |                |                              |                 |             |
|   |                  |                |                              |                 |             |
|   |                  |                |                              |                 |             |
|   |                  |                |                              |                 |             |
|   |                  |                |                              |                 |             |
|   |                  |                |                              |                 |             |
|   |                  |                |                              |                 |             |
|   |                  |                |                              |                 |             |
| TOTAL LABOR,EQUIPMENT,SERVICES, & MATERIAL TO<br>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: 4/11/2022  
 Signature: [Signature]  
 Subscribed and sworn before me this 1 day of April, 2022

Name of Company: McAndrews Windows & Glass (Undersigned)  
 Printed Name: Sean Domica Title: President  
 Notary Signature and Seal: [Signature]


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

# **AIA** Document G704/CMa<sup>TM</sup> – 1992

## **Certificate of Substantial Completion** Construction Manager-Adviser Edition

|                      |                                     |
|----------------------|-------------------------------------|
| OWNER                | <input checked="" type="checkbox"/> |
| CONSTRUCTION MANAGER | <input checked="" type="checkbox"/> |
| ARCHITECT            | <input checked="" type="checkbox"/> |
| CONTRACTOR           | <input checked="" type="checkbox"/> |
| FIELD                | <input type="checkbox"/>            |
| OTHER                | <input type="checkbox"/>            |

### PROJECT:

(Name and address):

BEECHWOOD INDEPENDENT SCHOOLS PHASE 6A  
ADDITIONS AND RENOVATIONS  
FORT MITCHELL, KY

**PROJECT NUMBER:** CMAKDE000744

**CONTRACT FOR:** 00600

**CONTRACT DATE:** 4/12/2021

### TO CONTRACTOR:

(Name and address):

McANDREWS WINDOWS AND GLASS  
820 STATE AVENUE  
CINCINNATI, OH 45204

### TO OWNER:

(Name and address):

BEECHWOOD INDEPENDENT BOARD OF EDUCATION  
54 BEECHWOOD ROAD  
FORT MITCHELL, KY 41017

**DATE OF ISSUANCE:** Thursday, April 7, 2022

**PROJECT OR DESIGNATED PORTION SHALL INCLUDE:**

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as APRIL 1, 2022 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

### Warranty

### Date of Commencement

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**CONSTRUCTION MANAGER**  
CODELL CONSTRUCTION COMPANY

BY

DATE

7-25-22

**ARCHITECT**  
ROBERT EHMET HAYES &  
ASSOCIATES

BY

DATE

8-8-22

The Contractor will complete or correct the Work on the list of items attached hereto within 30 days from the above date of Substantial Completion.

**CONTRACTOR**  
McANDREWS WINDOWS AND GLASS

BY

DATE

7/20/2022

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

**OWNER**  
BEECHWOOD INDEPENDENT BOARD  
OF EDUCATION

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows: (Note--Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage)



# Document G706™ – 1994

## Contractor's Affidavit of Payment of Debts and Claims

|            |                                     |
|------------|-------------------------------------|
| OWNER      | <input checked="" type="checkbox"/> |
| ARCHITECT  | <input checked="" type="checkbox"/> |
| CONTRACTOR | <input checked="" type="checkbox"/> |
| SURETY     | <input checked="" type="checkbox"/> |
| OTHER      | <input type="checkbox"/>            |

**PROJECT:** *(Name and address)*

BEECHWOOD INDEPENDENT SCHOOLS PHASE 6A ADDITIONS  
AND RENOVATIONS  
FORT MITCHELL, KY

**ARCHITECT'S PROJECT NUMBER:**

**BID PACKAGE:** 00600

**CONTRACT FOR:** McANDREWS WINDOWS AND GLASS

**CONTRACT DATED:** 4/12/2021

**TO OWNER:** *(Name and address)*

BEECHWOOD INDEPENDENT BOARD OF EDUCATION  
54 B EECWOOD ROAD  
FORT MITCHELL, KY 41017

**STATE OF:**

**COUNTY OF:**

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor and the Owner for damages arising in any manner in connection with the performance of the Contract referenced.

**EXCEPTIONS:**

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☒ Yes ☐ No

*The following supporting documents should be attached hereto if required by the Owner:*

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

**CONTRACTOR:** *(Name and address)*

McANDREWS WINDOWS AND GLASS  
820 STATE AVENUE  
CINCINNATI, OH 45204

**BY:**

*[Signature]*

*(Signature of authorized representative)*

*Trevor Davis PM*

*(Printed name and title)*

Subscribed and sworn to before me on this date:

Notary Public:

*[Signature]*

My Commission Expires:

*9/19/26*

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User Notes:  
(436928874)



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

# AIA<sup>®</sup> Document G706A<sup>™</sup> – 1994

## Contractor's Affidavit of Release of Liens

|            |                                     |
|------------|-------------------------------------|
| OWNER      | <input checked="" type="checkbox"/> |
| ARCHITECT  | <input checked="" type="checkbox"/> |
| CONTRACTOR | <input checked="" type="checkbox"/> |
| SURETY     | <input checked="" type="checkbox"/> |
| OTHER      | <input type="checkbox"/>            |

**PROJECT:** *(Name and address)*  
BEECHWOOD INDEPENDENT SCHOOLS PHASE 6A  
ADDITIONS AND RENOVATIONS  
FORT MITCHELL, KY

**ARCHITECT'S PROJECT NUMBER:**  
**CONTRACT FOR:** 00600  
**CONTRACT DATED:** 4/12/2021

**TO OWNER:** *(Name and address)*  
BEECHWOOD INDEPENDENT BOARD OF EDUCATION  
54 BEECHWOOD ROAD  
FORT MITCHELL, KY 41017

**STATE OF:**  
**COUNTY OF:**

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

**EXCEPTIONS:**

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

**CONTRACTOR:** *(Name and address)*  
McANDREWS WINDOWS AND GLASS  
820 STATE AVENUE  
CINCINNATI, OH 45204

**BY:**



*(Signature of authorized representative)*

Trevor Davis PM

*(Printed name and title)*

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

*Blake A. [Signature]*  
*9/19/26*

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User Notes:

(564650863)



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





# AIA® Document G707™ – 1994

## Consent Of Surety to Final Payment

Bond Number: PB00209600388

|   |                                    |                    |
|---|------------------------------------|--------------------|
| <b>PROJECT:</b> <i>(Name and address)</i><br>Beechwood Independent Schools Phase 6A:<br>Addition & Alterations-Install new<br>Windows-Fort Mitchell, KY | <b>ARCHITECT'S PROJECT NUMBER:</b> | <b>OWNER:</b>      |
| <b>TO OWNER:</b> <i>(Name and address)</i><br>Beechwood Independent School District<br>54 Beechwood Rd.<br>Fort Mitchell, KY 41017                      | <b>CONTRACT FOR:</b>               | <b>ARCHITECT:</b>  |
|   | <b>CONTRACT DATED:</b>             | <b>CONTRACTOR:</b> |
|   |                                    | <b>SURETY:</b>     |
|   |                                    | <b>OTHER:</b>      |

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

*(Insert name and address of Surety)*

Philadelphia Indemnity Insurance Company  
One Bala Plaza East, Suite 100  
Bala Cynwyd, PA 19004

, SURETY,

on bond of

*(Insert name and address of Contractor)*

River City Glass Inc. DBA McAndrews Window & Glass Company  
820 State Ave.  
Cincinnati, OH 45204

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

*(Insert name and address of Owner)*

Beechwood Independent School District  
54 Beechwood Rd.  
Fort Mitchell, KY 41017

, OWNER,

as set forth in said Surety's bond

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: July 20, 2022  
*(Insert in writing the month followed by the numeric date and year.)*

Philadelphia Indemnity Insurance Company

*(Surety)*

*Deborah L. Williams*

*(Signature of authorized representative)*

Attest:

(Seal):

*[Signature]*

Deborah L. Williams, Attorney-In-Fact

*(Printed name and title)*

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Michael Ward, Michele James, Denise Nelson, Deborah L. Williams, Stephanie McQuillen, Julieann Johnston, and Shelley M. Kuhn of Huntington Insurance, Inc. its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

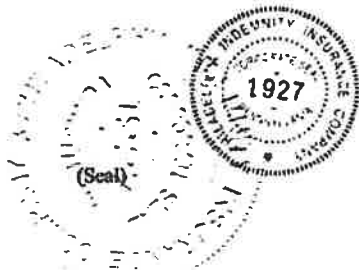
**RESOLVED:**

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER  
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



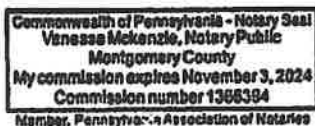
*John Glomb*

John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

*Vanessa McKenzie*



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20th day of July, 2022



*Edward Sayago*

Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY



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



Phone: 513-961-4800

Fax 513-961-4846

# McAndrews Windows & Glass Rivercity Glass Inc.

## ***STATEMENT OF WARRANTY STANDARD ONE YEAR WARRANTY***

McAndrews Glass insures and warrants that all work performed by McAndrews Glass under this contract shall be free of any defects for a period of one year. McAndrews further warrants to repair or replace at their own expense, such defective materials or workmanship for a period of one (1) year from the date of substantial completion. as required upon full payment. This warranty shall not apply to work which has been abused or neglected by the Owner or his successor interests.

Project: Beechwood Elementary

Date of Substantial Completion 04/01/2022

Project Address 54 Beechwood Rd.  
Fort Mitchell, Ky 41017

Signature

Printed Name

Trevor Davis

Title

Project Manager

Date

07 / 20 /2022

.....



## EFCO CORPORATION LIMITED WARRANTY

EFCO CORPORATION warrants to the first retail purchaser only, that all articles, materials and work will be free from material defects in manufacture. EFCO Corporation's liability extends only to its buyer and is limited by the Terms and Conditions stated on the reverse side of this form.

EFCO CORPORATION'S warranty on the product(s) shall extend from the issue date as follows:

|                    |                       |
|--------------------|-----------------------|
| <b>Glass</b>       | <b>10 years</b>       |
| <b>Window</b>      | <b>5 years</b>        |
| <b>Storefront</b>  | <b>Not Applicable</b> |
| <b>Curtainwall</b> | <b>Not Applicable</b> |
| <b>Door</b>        | <b>Not Applicable</b> |
| <b>Finish</b>      | <b>10 years</b>       |
| <b>Anodize</b>     | <b>Not Applicable</b> |

**EFCO CORPORATION excludes any implied warranties of merchantability and fitness for a particular purpose.**

EFCO's liability will not extend beyond repair or replacement of the defective material. EFCO will not be responsible for any consequential damages caused by its products. There are no warranties which extend beyond the description on the face hereof.

Job Name: BEECHWOOD INDEPENDENT SCHOOLS PH 6A  
EFCO Job No.: J852101  
Customer Name: MCANDREWS WINDOWS & GLASS  
Issue Date: 4/1/2022

Architectural Window, Curtain Wall  
& Storefront Systems  
See attached for additional terms and conditions.

## **WARRANTY TERMS AND CONDITIONS**

### **PRODUCTS LIMITED WARRANTY**

The limited warranty for INSULATED GLASS UNITS warrants the glass units will be free from obstruction of vision as a result of dust or film formation on the internal glass surfaces caused by failure of the hermetic seal due to defects in material or workmanship.

The limited warranty for BAKED-ON FLUROPOLYMER PAINT COATINGS warrants that paint finishes will not chip, crack, blister, or peel. EFCO CORPORATION does not warrant any paint finishes for filiform corrosion in Coastal environment.

Corrosion of any product or component caused by exposure to salt atmosphere, acid rain, alkaline, or other extreme conditions is not covered. EFCO disclaims all liability for and with respect to any material which has been subject to abuse, alteration, modification, neglect, misuse, abnormal use, accident, fire, war, flood, earthquakes, or acts of God.

This warranty covers factory-applied finishes on exposed aluminum surfaces against peeling, checking, cracking, chalking, and change of color, per applicable AAMA standards 2603, 2604, 2605, or 611 in force at the time of bidding. This limited warranty applies only when the finish types recommended for the atmospheric environment of the project site are used. EFCO reserves the right to refinish defective components in the field or replace at its sole discretion.

### **WHAT EFCO CORPORATION WILL DO**

If any material shall be found to be defective by EFCO in material or workmanship, such material shall be replaced or repaired at EFCO's discretion without charge, after inspection by a representative of EFCO. This is a materials only warranty, labor will only be provided in cases of repair. Any warranty for labor must be separately negotiated by purchaser.

If after inspection by EFCO, it is determined the organic coating became defective under the conditions of this warranty, EFCO agrees to refinish the defective material on the site, with a conventional refinishing material as specified by EFCO.

### **EXCLUSIONS TO THE LIMITED WARRANTY**

EFCO CORPORATION will not be responsible for defects caused by accidents, modifications to products, abuse, (including failure to perform reasonable and necessary maintenance), failure to follow instructions, exposure to salt spray, corrosive chemicals, lightning, fire, and other acts of nature. All outside manufactured parts will be limited to the specific manufacturer's warranty and are expressly excluded from the EFCO limited warranty.

EFCO shall not be liable for material damaged in handling or installation; or not installed in accordance with the EFCO Installation Manual Guidelines.

EFCO assumes no responsibility for failure of insulated glass units due to faulty installation, building construction, or building design; or failure of units installed in high moisture environments such as swimming pool enclosures and greenhouses. EFCO does not assume responsibility for glass breakage caused by stresses resulting from temperature differentials over the glass surfaces or edges.

The EFCO limited warranty excludes any damage caused to the material or finish due to posting.

The EFCO limited warranty excludes any liability for environmental hazards including but not limited to mold.

The EFCO limited warranty extends to EFCO manufactured product only, as outlined in AAMA 502-90, test method A. Perimeter conditions, caulking, sealants, etc. are explicitly excluded from the EFCO limited warranty. The EFCO limited warranty is based upon the system itself, it does not warrant the installation of the system.

**EFCO CORPORATION excludes any implied warranties of merchantability and fitness for a particular purpose.** EFCO will not be responsible for incidental or consequential damages.

### **WHAT EFCO WILL NOT DO**

EFCO CORPORATION will not be responsible or liable for any incidental, consequential, or collateral damages or for any expense incurred by anyone as a result of the use, or sale of defective or unsatisfactory material.

Any implied warranty arising from course of performance, course of dealing, or usage of trade is hereby excluded or disclaimed.

EFCO shall not be liable for back charges nor any work performed or materials placed by anyone other than EFCO in connection with the installed products covered by this warranty, except when authorized by the signature of an officer of EFCO CORPORATION.

Materials will not be repaired or replaced until paid for in full.

The warranty sets forth all the responsibilities of EFCO CORPORATION regarding the products. EFCO will not be responsible for any costs or damages resulting from removal, installation or reinstallation of any products or components. Replacement of defective parts at the EFCO factory is the exclusive remedy. There are no other express or implied warranties from EFCO CORPORATION.



The Dow Chemical Company

## **DOWSIL™ CONTRACTORS WEATHERPROOFING SEALANTS LIMITED WARRANTY**

21 April 2022

### **Project**

Project Name: 22-003937 - Beechwood Elementary  
Project Address: 54 Beechwood Rd  
Fort Mitchell, Kentucky 41017  
United States  
Project Façade Area: 1025.00ft²

### **Dow Silicones Corporation**

Dow Silicones Corporation  
2200 W. Salzburg Road  
Auburn, Michigan 48611  
United States  
(hereafter referred to as "DOW")

### **Warranty Recipient / Contractor**

McAndrews Glass  
200 Ludlow Avenue  
Cincinnati, Ohio 45223  
United States

### **Building Owner**

Beechwood Independent BOE  
50 Beechwood Rd  
Fort Mitchell, Kentucky 41017  
United States

Applicable terms and conditions on the following pages.



The Dow Chemical Company

## **DOWSIL™ CONTRACTORS WEATHERPROOFING SEALANTS LIMITED WARRANTY**

21 April 2022

**Warranty Number:** 62895  
**Warranty Effective Date:** 01 April 2022  
**Warranty Duration:** 5 years  
hereafter referred to as “Warranty Duration Period”  
**DOWSIL™ Product(s):** DOWSIL™ Contractors Weatherproofing Sealant  
hereafter referred to as “DOWSIL™ Product”

Thank you for selecting DOWSIL™ brand silicone products for your project.

When tested and installed as outlined in Section A below, DOW warrants to you, the Building Owner, that the DOWSIL™ sealants indicated above will provide a watertight weatherseal for the Warranty Duration Period from the Warranty Effective Date.

### **A. GENERAL REQUIREMENTS**

In order to obtain this warranty, the building owner is responsible to ensure:

- a. The DOWSIL™ product is applied in strict compliance with DOW's published or electronic recommended application procedures and in accordance with any project specific recommendations from DOW.
- b. The DOWSIL™ product is used with compatible materials and substrates. (testing/evaluation is required to obtain this warranty if the surface is not recommended in the DOW Surface Preparation Guide which is available in published or electronic form).
- c. The DOWSIL™ product is applied within its stated shelf life.
- d. Field adhesion tests are made, documented, retained, and submitted to DOW upon written request as outlined in the DOW Field Adhesion Test Procedure in order to confirm adhesion under site conditions.

### **B. LIMITATIONS**

This warranty specifically excludes adhesive and/or cohesive failure of the sealant due to:

- a. Use of the sealant as a structural or load-bearing sealant.
- b. Natural causes including but not limited to lightning, earthquake, hurricane, flooding, tornado, and fire.
- c. Improper installation.





## **DOWSIL™ CONTRACTORS WEATHERPROOFING SEALANTS LIMITED WARRANTY**

21 April 2022

- d. Movement of the structure resulting in stresses on the sealant which exceed DOW's published specifications for elongation and/or compression for the sealant, including but not limited to structural settlement, design error, or construction error.
- e. Use on single-family residential structures.

And does not cover damage to, or failure of, the sealant due to:

- a. Disintegration, deterioration, or failure of the underlying substrates (including but not limited to cracking, blistering, or peeling).
- b. Mechanical damage caused by, including but not limited to, surface abrasion, individuals, tools, vandalism or other outside agents.
- c. Changes in the appearance of the sealant, including but not limited to, natural weathering (whitening, chalking, fading, staining), the accumulation of dirt or other contaminants deposited on the sealant from the atmosphere, or from incompatible substrates.

This warranty excludes costs and damages attributed to mold, mildew and/or fungus.

The warranty also specifically excludes costs and damages resulting from the presence of any hazardous materials in the existing sealants, coatings, substrates, or the environment/location in which the sealant is installed or applied, including but not limited to:

- a. Establishing appropriate safe handling procedures for the removal of sealants and/or coatings.
- b. Removal or disposal of the existing sealants and/or coatings.
- c. Removal or disposal of DOWSIL™ silicone sealants and/or coatings after installation.

DOWSIL™ sealants are not intended for encapsulating any hazardous materials.

DOW's warranty does not cover faults attributable to workmanship.

This warranty will be null and void if DOW or the DOW distributor has not received payments for the products used.

### **REMEDIES**

In the event of a claim under this warranty, you must notify DOW within 30 days of the claimed defect and provide DOW with the opportunity to inspect. DOW shall, for the Warranty Duration Period from the Warranty Effective Date, be responsible for the cost of replacement sealant to make any warranty-related repairs.



The Dow Chemical Company

## **DOWSIL™ CONTRACTORS WEATHERPROOFING SEALANTS LIMITED WARRANTY**

21 April 2022

**DOW SHALL NOT BE LIABLE FOR AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE TO THE CONTENTS OF THE STRUCTURE OR FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGE, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE. THIS WARRANTY SUPERSEDES ALL OTHER WRITTEN OR ORAL, EXPRESS OR IMPLIED WARRANTIES AND DOW SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.**

This warranty agreement is governed by and construed in accordance with Michigan law.

Transfer of this warranty to a new Owner may be made only if the transfer is acknowledged in writing by DOW to the new Owner. DOW must be notified in writing at time of sale to the new Owner. DOW must be satisfied that the intended use of the structure by the new Owner will not cause detriment to the DOWSIL™ product(s). If these conditions are not met, then this warranty will be rendered null and void.

The product is sold to you upon and subject to DOW's standard Terms and Conditions of Sale or supply agreement, as applicable (collectively, the "Standard Terms"). However, to the extent there may be a conflict between the terms of any warranty in the Standard Terms and the provisions of this warranty, the provisions of this warranty shall prevail. This Agreement may be modified only in writing signed by both parties. Note: Warranty not in effect unless signed by Dow Silicones Corporation.

Edward Somerville  
Business Support Group

For questions on this or any other warranty you have with Dow Silicones Corporation, please contact the Warranty Administration Department at [construction.warranty@dow.com](mailto:construction.warranty@dow.com).