

### REVIEWED

By HPreston at 10:18 am, Feb 12, 2024

### APPLICATION AND CERTIFICATE FOR PAYMENT

### CONSTRUCTION MANAGER-ADVISER EDITION AIA DOCUMENT G732/CMa PAGE ONE OF TO OWNER: PROJECT: Beechwood Independent Schools APPLICATION: 0 Distribution to: Beechwood Independent Board of Education Phase 6B: Addition & Renovations OWNER 50 Beechwood Road 54 Beechwood Rd. PERIOD TO: 2/11/2024 CONSTRUCTION Fort Mitchell, KY 41017 Fort Mitchell, KY 41017 PROJECT NO: MANAGER FROM CONTRACTOR: ARCHITECT McAndrews Windows and Glass CONTRACT DATE: May 17, 2022 CONTRACTOR 820 State Avenue Cincinnati, OII 45204 CONTRACT FOR: BP#206 Alum. Windows/Framed Entrances CONTRACTOR'S APPLICATION FOR PAYMENT The undersigned Contractor certifies that to the best of the Contractor's knowledge, Application is made for payment, as shown below, in connection with the Contract. information and belief the Work covered by this Application for Payment has been Continuation Sheet, AIA Document G703, is attached, 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 berem is now due. L. MODIFIED CONTRACT SUM 586,320.00 Net change by Change Orders 6,624.00 3. CONTRACT SUM TO DATE (Line 1 ± 2) 2/5/2024 592,944,00 4. TOTAL COMPLETED & STORED TO DATE 289,43 L.20 BLAKE WAULIGMAN County of Heer, Hen (Column G on G703) Notary Public 5. RITTAINAGE: Subscribed and sworn to before State of Chip 10 % of Completed Work me this 5 day of February 2024 Notary Public: BLL AVI My Commission expires: 4119/21 28,943.12 (Column D + E on G703) My Comm. Expires U % of Stored Material September 19, 2026 CERTIFICATE FOR PAYMENT (Column F on G703) Total Retainage (Lines 5a + 5b or In accordance with the Contract Documents, based on evaluations of the Work and Total in Column Lof G703) 28,943.12 the data comprising this application, the Construction manager and Architect certify 6. TOTAL EARNED LESS RETAINAGE to the Owner that to the best of their knowledge, information and belief the Work has 260,488.08 (Line 4 less Line 5 Total) progressed as indicated, the quality of the Work is in accordance with the Contract 7. LESS PREVIOUS CERTIFICATES FOR Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. PAYMENT (Line 6 from prior Certificate) 222,688.08 8. CURRENT PAYMENT DUE 37,800.00 AMOUNT CERTIFIED 9. BALANCE TO FINISH, INCLUDING RETAINAGE 332,455.92 (Attach explanation if amount certified differs from the amount applied for. Initial all (Line 3 less Line 6) figures on this Application and on the Continuation Sheet that changed to conform to the CHANGE ORDER SUMMARY ADDITIONS CONSTRUCTION MANAGER DEDUCTIONS Total approved in previous months by Owner 6,624,00 fotal approved this mouth including Construction Clange fultiple Prime Contractors are responsible for performing portic \$0.00 Certification is not required TOTALS \$6,624.00 \$0.00 2-14-24 NET CHANGES by Change Order This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein, Issuance, payment and acceptance of payment are without

AIA DOCUMENT G707KMS - APPLICATION AND CERTIFICATION FOR PAYMENT - CONSTRUCTION MANAGER ADVISER EDITION - 1082 EDITION - AIA-8 - 10 1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1745 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

G702/CMo-1992

prejudice to any rights of the Owner or Contractor under this Contract.

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:

2/5/2024

APPLICATION DATE:

2/11/2024

PERIOD TO:

ARCHITECT'S PROJECT NO:

A	В	C	D	E	F	G		Н	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COM FROM PREVIOUS		MATERIALS	TOTAL	%	BALANCE	RETAINAGE
110.		· VALUE	APPLICATION	THIS PERIOD	PRESENTLY STORED	COMPLETED AND STORED	(G ÷ C)	TO FINISH (C - G)	(IF VARIABLE
			(D + E)		(NOT IN	TO DATE		(C - G)	RATE)
					D OR E)	(D+E+F)			
1	OFFICE AND SHOP DRAWINGS	\$7,592.00	\$6,832.80			\$6,832.80	90%	\$759.20	\$683.28
1	ALUMINUM	\$146,152.00			\$44,000.00	\$44,000.00	30%	\$102,152.00	\$4,400.00
3	GLASS	\$81,303.00			\$15,000.00	\$15,000.00	18%	\$66,303.00	\$1,500.00
4	WINDOW PROCUREMENT	\$83,005.00	\$83,005.00			\$83,005.00	100%	\$0.00	\$8,300.50
5	SKYLIGHTS	\$51,720.00			\$42,000.00	\$42,000.00	81%	\$9,720.00	\$4,200.00
6	MISCELLANEOUS	\$16,463.00	\$8,231.50			\$8,231.50	50%	\$8,231.50	\$823,15
7	EQUIPMENT RENTAL	\$7,854.00	\$785.40			\$785.40	10%	\$7,068.60	\$78.54
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	\$31,463.50			\$31,463.50	50%	\$31,463.50	\$3,146.35
13	LABOR-2ND FLOOR	\$62,928.00	\$31,464.00			\$31,464,00	50%	\$31,464.00	\$3,146.40
14	PUNCHLIST	\$11,726.00	, i			\$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	\$11,726,00			\$11,726.00	100%	\$0.00	\$1,172.60
17	CO-PR#2 RATED DOOR LITES	\$860,00	,			\$0,00	0%	\$860.00	\$0.00
18	CO-CHANGES TO BIO MEDICAL LAB	\$715.00				\$0.00	0%	\$715.00	\$0.00 \$0.00
19	CO-ADD GLASS OPENING CLASSROOM 204	\$5,049.00				\$0.00	0%	\$5,049.00	\$0.00 \$0.00
1		40,015100				φ0.00	076	\$5,049.00	\$0.00
	GRAND TOTALS	\$592,944.00	\$188,431.20	\$0.00	\$101,000.00	\$289,431,20	49%	\$303,512.80	\$28,943,12
		,	droat to your	\$5,00	\$101,000.00	₩ ₩209,₹31.20	4770	\$303,312.80	\$28,943.12
	Users may obtain validation of this o	laarraant by raarr							

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) STATE OF Ohio COUNTY OF Hamilton TO WHOM IT MAY CONCERN: WHEREAS, the undersigned ("Undersigned") has been employed to furnish and install Glass & Windows for project known as Beechwood Independent Schools Phase 6B ("PROJECT") of which Beechwood Independent is the owner ("OWNER") and on which Codell Construction Company Is also a ("CONTRACTOR" or "CONSTRUCTION MANAGER"). The Undersigned, for and in consideration of Thirty Seven Thousand Eight Hundred Dollars 00/100 (\$ 37,800.00 ) Dollars. and in consideration of such sum and other good and valuable considerations, UPON RECIEPT, 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. Name of Company McAndrews Windows & Glass (Undersigned) Signature: BLAKE WAULIGMAN Subscribed and sworn before me this 5 Notary Public Printed Name: Sean Domka State of Ohio Title of Person Signing: Treasurer My Comm. Expires Notary Signature and Seal: 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 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 TRAGERE PREMOTE 19, 202 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 title ONTRACEDRE miber 19, 2026 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, ..... STATE OF Ohio **CONTRACTOR'S AFFIDAVIT** COUNTY OF Hamilton TO WHOM IT MAY CONCERN: THE Undersigned, being duly swom, 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 & Windows work on the project ("Project") located at <u>54 Beechwood Road</u> Ft Mitchell KY 41017 owned by Beechwood Independetn BOE ("Owner") and on which Codell Construction Company is a ("Contractor" or "Construction Manager"). That it has received payment of \$ 222,688.08 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. AMOUNT **PREVIOUSLY** THIS **NAMES** CONTRACT PRICE TYPE /SCOPE WORK PAID **PAYMENT BALANCE DUE** Paid in Full 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 a labor. acto be della Keonacici GMAN connection with said work other than above stated. Notary Public (Undersign Date: 2/5/2024 Name of Company McAndrews Windows & Glass State of Ohio Signature: Printed Name: Sean Domka Title: Treastre My Comm. Expires

Subscribed and sworn before me this 5

\_day of \_February

20 24

Notary Signature and Seal:

September 19, 2026



CERTIFICATE OF LIABILITY INSURANCE

**LHARTMANN** 

DATE (MM/DD/YYYY) 2/5/2024

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 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 Dincinnati/ AssuredPartners NL 1905 E. Galbraith Rd., Suite 5000		CONTACT Lucy Hartmann					
		PHONE (A/C, No, Ext): (513) 475-3317 1917 FAX (A/C, No): (513) 333-0735					
Cincinnati, OH		E-MAIL ADDRESS: lucy.hartmann@assuredpartners.com					
		INSURER(S) AFFORDING COVERAGE	NAIC #				
		INSURER A: FCCI Insurance Company	10178				
NSURED		INSURER B: Monroe Guaranty Insurance Co	32506				
R	iver City Glass Inc dba McAndrews Windows & Glass	INSURER C: National Trust Insurance Company					
820 State Ave		INSURER D : Kentucky Employers Mutual Insurance	10320				
C	Cincinnati, OH 45204	INSURER E :					
		INSURER F:					

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:** 

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR		TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
Α	X cc	OMMERCIAL GENERAL LIABILITY					,	EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR	х	Х	CPP100031698	12/1/2023	12/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
								MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L A	AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	PC	DLICY X PRO-						PRODUCTS - COMP/OP AGG	\$	2,000,000
	То	THER:						OH STOP GAP	\$	1,000,000
В	AUTOM	IOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X AN	NY AUTO			CA100031699	12/1/2023	12/1/2024	BODILY INJURY (Per person)	\$	
	OV AL	WNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	HII	RED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
С	X un	MBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	5,000,000
	EX	CLAIMS-MADE			UMB100031700	12/1/2023	12/1/2024	AGGREGATE	\$	5,000,000
	DE	ED X RETENTION\$ 0							\$	
D	WORKE	RS COMPENSATION IPLOYERS' LIABILITY						X PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A		388551	88551 12/1/2023	12/1/2024	E.L. EACH ACCIDENT	\$	500,000
			N/A					E.L. DISEASE - EA EMPLOYEE	\$	500,000
	If yes, de	escribe under PTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	500,000
Α		/ Bldg Risk-			CPP100031698	12/1/2023	12/1/2024	Jobsite Limit		50,000
Α	Prope	rty			CPP100031698	12/1/2023	12/1/2024	Per Occurrence		400,000

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:

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

Beechwood Independent Schools Board of Education	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
50 Beechwood Road Fort Mitchell, KY 41017	AUTHORIZED REPRESENTATIVE
	Jena Crawford

CANCELLATION

ACORD 25 (2016/03)

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LOC #: 1



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED		
Cincinnati/ AssuredPartners NL		River City Glass Inc dba McAndrews Windows & Glass 820 State Ave		
POLICY NUMBER		Cincinnati, OH 45204		
SEE PAGE 1				
CARRIER	NAIC CODE			
SEE PAGE 1	SEE P 1	EFFECTIVE DATE: SEE PAGE 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 \$101,000

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.

# 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:

- 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:

- 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.

# 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:

- 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
- Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

# 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.

### 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).





### **EVIDENCE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY)
2/5/2024

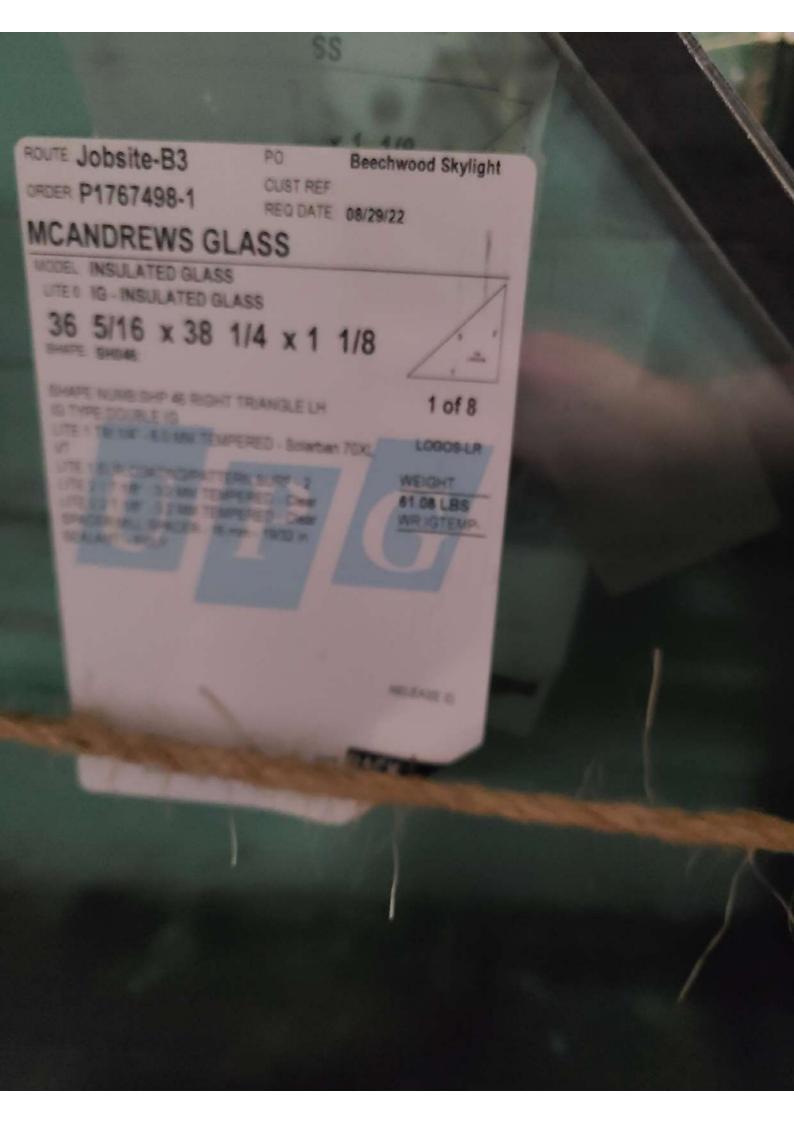
				2/3/2027			
THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCT	NOT AFFIRMATIVELY OR N NCE OF INSURANCE DOES	NEGATIVELY AM NOT CONSTITUT	END, EXTEND C	R ALTER THE			
AGENCY PHONE (A/C, No, Ext): (513) 333-0700	COMPANY						
Cincinnati/ AssuredPartners NL 5905 E. Galbraith Rd., Suite 5000 Cincinnati, OH 45236	FCCI Insurance Compan 6300 University Parkway	FCCI Insurance Company 6300 University Parkway Sarasota, FL 34240-8424					
FAX (A/C, No): (513) 333-0735 E-MAIL ADDRESS:							
CODE: SUB CODE: AGENCY CUSTOMER ID #: RIVECIT-09							
INSURED River City Glass Inc dba McAndrews Windows & Glass 820 State Ave. Cincinnati, OH 45204	LOAN NUMBER		POLICY NUMBER CPP100031698				
Cincilliati, On 43204	EFFECTIVE DATE 12/1/2023	EXPIRATION DATE 12/1/2024					
	THIS REPLACES PRIOR EVIDEN	CE DATED: 12/09/202					
PROPERTY INFORMATION							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PER	ANY CONTRACT OR OTHE	R DOCUMENT V	VITH RESPECT T	O WHICH THIS			
SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCI							
COVERAGE INFORMATION PERILS INSURED BASIC	BROAD SPECIAL						
COVERAGE / PERILS / FORMS  Loc # 1, Bldg # 1		AMO	UNT OF INSURANCE	DEDUCTIBLE			
Business Personal Property, Special (Including theft)			\$400,000	\$1,000			
REMARKS (Including Special Conditions)							
Special Conditions: Stored Materials: Value: \$101,000 Location: 820 State Ave. Cincinnati, Ohio 45204 Project: Beechwood Independent Schools Phase 6B: Additions and Renoval	tions						
CANCELLATION							
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CAI DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	NCELLED BEFORE THE EX	XPIRATION DATI	E THEREOF, NO	TICE WILL BE			
ADDITIONAL INTEREST							
NAME AND ADDRESS	ADDITIONAL INSURED MORTGAGEE	LENDER'S LOSS PAY	/ABLE X LO	SS PAYEE			
Beechwood Independent Schools Board of Education 50 Beechwood Road	LOAN #						
Fort Mitchell, KY 41017	AUTHORIZED REPRESENTATIVE  Anna Crawford						

# Slass Structures 2120 S. Foster Ave., Wheeling, IL 60090

McAndrews Glass
837 Depot
Cincinnati, OH 45204

Re: Beechwood School







ROUTE Columbus ORDER: P1772752-2

PO

BEECHWOOD 68

CUST PEF

BEECHWOOD CO

REQUATE 08/04/22

# MCANDREWS GLASS

JODEL INSULATED GLASS LITE O IG - INSULATED GI ASS

32 5/8 x 50 3/4 x 1

SHAPE NONE

IG TYPE DOUBLE IG

LITE 1 TM:1/4" - 6.0 MM TEMPERED - Gray

LITE 2 Th 1/1" 6 0 MM TEMPERED - Solarban 70XL

LITE 2 SUR COATING/PATTERN SURF SPACER MILL SPACER - 14 mm - 1772 in SEAL ALLT

3 of 12

RELEASE ID

J - BEECHWOOD 6B

SUMP 112517 57 U.O.

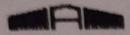
SHIP

CUT HT 102/100





A DIVISION OF ALCOHA



4301 Chers way Louisville, Louisville, NT

Phone: 502-584-6145

Fax: 502-584-2825

# MONO

# MCANDREWS GLASS

Route: CINCINNATI

837 DEPOT ST/\*BEFORE 3PM\*\*

CINCINNATI, USA

PO#: BEECHWOOD 6B

**Z6** 

Delivery Date:

111

7/8/2022

Order Date: 8/28/2022

Batch # 10654

## EMPER

17 1/2 X 56 1/4 inf 1/4 CLEAR TEMPERED

1/4 CLEAR TEMPERED+TEMPER

M1065006

6.84 Sqft

