

### APPLICATION AND CERTIFICATE FOR PAYMENT

TO(OWNER): Elizabethtown Independent District Board of Education  
 PROJECT: T K Stone Middle School Renovation Elizabethtown, KY

APPLICATION NO: 8  
 PERIOD FROM: 3/1/2026  
 TO: 3/30/2026



ATTENTION: Paul Mullins  
 CONTRACT FOR: Concrete  
 BID DIV: 031

CONTRACT DATE: 6-Feb-25

CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
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TOTAL

Approved this month

Application is made for Payment as shown below in connection with the Contract Continuation Sheet attached. The present status of the this Contract is as follows:

ORIGINAL CONTRACT SUM	\$867,910.00 ✓
Net change by Change Orders	\$0.00
CONTRACT SUM TO DATE	\$867,910.00
TOTAL COMPLETED & STORED TO DATE (Sheet 2)	\$573,580.76
RETAINAGE @ 10%	\$57,358.08
TOTAL EARNED LESS RETAINAGE	\$516,222.68
LESS PREVIOUS CERTIFICATES (CONTRACT ONLY)	\$406,942.53
CURRENT PAYMENT DUE	\$109,280.15 ✓

Net Change by Change Orders	\$0.00	\$0.00	\$0.00
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The undersigned contractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed and in accordance with the Contract Documents, that all amounts have been paid by him 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: Covenant Concrete Construction, LLC

By: Cody Hawkins Date: 3/19/2026

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated: that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Subscribed and sworn to before me this 19<sup>th</sup> day of March 2026  
 State of: TN County of: Sumner  
 Notary Public: [Signature]  
 My Commission expires: 9-22-2027 County of: Sumner

ARCHITECT'S CERTIFICATION: ROSS TARRANT ARCHITECTS

By: [Signature] Date: 04/10/26

CM APPROVAL: ALLIANCE CORPORATION

By: Dalton Jackson Date: 4/1/2026

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 NO. 2  
APPLICATION NO. 8

T K STONE MIDDLE SCHOOL RENO

ITEM #	DESCRIPTION OF WORK	SCHEDULED VALUE	"D" "E" WORK COMPLETED		"F" MATERIALS STORED (NOT IN D OR E)	"G" TOTAL COMPLETED & STORED D+E+F	"H" % G/C	"I" BALANCE TO FINISH C-G	
			FROM PREV. APPLIC.(D+E)	THIS PERIOD					
1	BOND	\$10,850.00	\$10,850.00			\$10,850.00	100%	\$0.00	
2	SUBMITALLS	\$8,680.00	\$8,680.00			\$8,680.00	100%	\$0.00	
3	CLEANUP	\$8,680.00				\$0.00	0%	\$8,680.00	
4	CLOSEOUT DOCUMENTS	\$4,000.00				\$0.00	0%	\$4,000.00	
5	General Conditions								
6	Materials	\$9,639.00	\$8,008.72			\$8,008.72	83%	\$1,630.28	
7	Labor	\$24,385.00	\$17,783.50	\$2,438.50		\$20,222.00	83%	\$4,163.00	
8	Area A Foundations								
9	Materials	\$19,565.00	\$19,565.00			\$19,565.00	100%	\$0.00	
10	Labor	\$46,160.00	\$46,160.00			\$46,160.00	100%	\$0.00	
11	Equipment	\$13,870.00	\$13,870.00			\$13,870.00	100%	\$0.00	
12	Area A Slabs								
13	Materials	\$19,625.00	\$19,625.00			\$19,625.00	100%	\$0.00	
14	Labor	\$11,750.00	\$11,750.00			\$11,750.00	100%	\$0.00	
15	Equipment	\$4,670.00	\$4,670.00			\$4,670.00	100%	\$0.00	
16	Area C Foundations								
17	Materials	\$35,845.00	\$34,052.75			\$34,052.75	95%	\$1,792.25	
18	Labor	\$104,535.00	\$99,308.25			\$99,308.25	95%	\$5,226.75	
19	Equipment	\$27,420.00	\$26,076.00			\$26,076.00	95%	\$1,344.00	
20	Area C Slabs								
21	Materials	\$26,950.00	\$4,581.50	\$11,588.50		\$16,170.00	60%	\$10,780.00	
22	Labor	\$99,465.00	\$16,909.05	\$42,769.95		\$59,679.00	60%	\$39,786.00	
23	Equipment	\$15,580.00	\$2,648.60	\$6,699.40		\$9,348.00	60%	\$6,232.00	
24	Site Concrete								
25	Materials	\$93,590.00	\$26,068.00	\$15,111.60		\$41,179.60	44%	\$52,410.40	
26	Labor	\$240,366.00	\$69,581.00	\$36,180.04		\$105,761.04	44%	\$134,604.96	
27	Equipment	\$42,285.00	\$11,971.00	\$6,634.40		\$18,605.40	44%	\$23,679.60	
28						\$0.00	#DIV/0!	\$0.00	
29						\$0.00	#DIV/0!	\$0.00	
30						\$0.00	#DIV/0!	\$0.00	
31						\$0.00	#DIV/0!	\$0.00	
32						\$0.00	#DIV/0!	\$0.00	
33						\$0.00	#DIV/0!	\$0.00	
34						\$0.00	#DIV/0!	\$0.00	
35						\$0.00	#DIV/0!	\$0.00	
36						\$0.00	#DIV/0!	\$0.00	
37						\$0.00	#DIV/0!	\$0.00	
38						\$0.00	#DIV/0!	\$0.00	
39						\$0.00	#DIV/0!	\$0.00	
40						\$0.00	#DIV/0!	\$0.00	
<b>TOTALS</b>		<b>\$867,910.00</b> ✓	<b>\$0.00</b>	<b>\$452,158.37</b>	<b>\$121,422.39</b>	<b>\$0.00</b>	<b>\$573,580.76</b>	<b>66%</b>	<b>\$294,329.24</b>

CONTINUATION SHEET NO. 3 T K STONE MIDDLE SCHOOL RENO  
 APPLICATION NO. 8 "D"

OWNER PURCHASE ORDERS ONLY

ITEM #	DESCRIPTION	SUPPLIER	P.O. AMOUNT	"E" PREVIOUS PAYMENTS	"F" INVOICES DUE THIS MONTH (ATTACHED)	"G" TOTAL TO DATE (E + F)	"H" BALANCE TO FINISH (D - G)
1	Aggregate Base	Vulcan Material	\$27,600.00	<del>42,938.87</del> 5360.32	\$3,546.12 ✓	<del>36,484.79</del> 8906.44	\$24,115.21
2	Concrete	IMI	\$156,550.00	\$58,975.25	<del>\$94,142.00</del>	\$148,117.25	18093.50
3	Concrete Reinforcing	Mills Supply	\$20,660.00	\$16,799.68	42635.00	\$16,799.68	54939.75
4						\$0.00	\$0.00
5						\$0.00	\$0.00
6						\$0.00	\$0.00
7						\$0.00	\$0.00
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TOTALS			\$204,810.00	<del>\$78,713.50</del> 81135.25	\$57,688.12	<del>\$136,401.72</del> 127316.37	<del>\$66,408.26</del> 77493.63



SHIP TO:

TK Stone Elementary  
323 Morningside Dr  
ELIZABETHTOWN, KY, 42701

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:

Vulcan Construction Materials, LLC  
PO Box 75219  
Charlotte, NC 28275-5219, US  
Phone: 1-800-777-8752 or  
help@vmcmail.com

CUSTOMER NO: 6355266-11021297

INVOICE NO: 5748093

INVOICE DATE: 02/28/2026

INVOICE AMT: 2,347.85

ORDER: 1938245577

DUE DATE: 03/15/2026

# INVOICE

SOLD TO:

C/O COVENANT CONCRETE  
C/O ELIZABETHTOWN INDEPENDENT BOARD OF EDUCAT  
219 HELM ST  
ELIZABETHTOWN, KY 42701

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.		TAXES:	PERCENT:	AMOUNT:	SALES TAX:	TOTAL PRODUCT:	<b>Pay this AMOUNT:</b>
TOTAL QUANTITY: 102.75		TOTAL LOADS: 4.00			0.00	1,926.57	
					FEES: 0.00	TOTAL FREIGHT: 421.28	
						TOTAL OTHER: 0.00	<b>\$2,347.85</b>

SALES REP		PO NUMBER		REF		CONTRACT NO.		TAX EXEMPT ID.		TERMS	
Benton Nighbert								T/E ON FILE		NET 15th PROX - Payable in full by the 15th of each month following month of shipment	
INVOICE #	INVOICE DATE	CUSTOMER NUMBER	LOCATION	LOCATION	ORDER	BILL OF LADING		FOB			
5748093	02/28/2026	6355266-11021297	1244-111	FORT KNOX	1938245577			DELIVER			

TICKET DETAIL						PRODUCT			FREIGHT			OTHER CHARGES			AMOUNT
SHIP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	UOM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE	AMOUNT
02/26/2026	3730629	TRUX38839		15391 CNDTRKFSC	CRUSHER RUN Central Truck Fuel Surcharge	T	26.03	18.75	T	26.03	4.10	T	26.03	0.00	594.78 0.00
	3730640	TRUX38839		15391 CNDTRKFSC	CRUSHER RUN Central Truck Fuel Surcharge	T	25.25	18.75	T	25.25	4.10	T	25.25	0.00	576.97 0.00
	3730652	TRUX39965		15391 CNDTRKFSC	CRUSHER RUN Central Truck Fuel Surcharge	T	25.41	18.75	T	25.41	4.10	T	25.41	0.00	580.62 0.00
	3730653	TRUX39963		15391 CNDTRKFSC	CRUSHER RUN Central Truck Fuel Surcharge	T	26.06	18.75	T	26.06	4.10	T	26.06	0.00	595.48 0.00

**SAVE TIME AND SAVE A TREE WITH EMAIL INVOICE DELIVERY!**

Receive your invoice faster and help save the environment by enrolling in our email invoicing service. With email, invoices are sent in one easy to open file directly to your Inbox. To sign up, contact us at help@vmcmail.com or call us at 1-800-777-8752.

Any freight charges stated, if applicable, are billed on behalf of the common carrier in accordance with our billing services agreement with the common carrier

VULCAN MATERIALS COMPANY AND SUBSIDIARIES, VULCAN CONSTRUCTION MATERIALS, LLC



SHIP TO:

**TK Stone Elementary**  
323 Morningside Dr  
ELIZABETHTOWN, KY, 42701

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:

**Vulcan Construction Materials, LLC**  
PO Box 75219  
Charlotte, NC 28275-5219, US  
Phone: 1-800-777-8752 or  
help@vmcmail.com

CUSTOMER NO: 6355266-11021297

INVOICE NO: 5828416

INVOICE DATE: 03/06/2026

INVOICE AMT: 1,198.27

ORDER: 1938245577

DUE DATE: 04/15/2026

# INVOICE

SOLD TO:

**C/O COVENANT CONCRETE**  
C/O ELIZABETHTOWN INDEPENDENT BOARD OF  
EDUCAT  
219 HELM ST  
ELIZABETHTOWN, KY 42701

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.		TAXES:	PERCENT:	AMOUNT:	SALES TAX:	TOTAL PRODUCT:	<b>Pay this AMOUNT:</b>
TOTAL QUANTITY: 52.44		TOTAL LOADS: 2.00			0.00	983.26	
					FEES: 0.00	TOTAL FREIGHT: 215.01	
						TOTAL OTHER: 0.00	<b>\$1,198.27</b>

SALES REP		PO NUMBER		REF		CONTRACT NO		TAX EXEMPT ID		TERMS	
Benton Nighbert								T/E ON FILE		NET 15th PROX - Payable in full by the 15th of each month following month of shipment	
INVOICE #	INVOICE DATE	CUSTOMER NUMBER	LOCATION	LOCATION	ORDER	BILL OF LADING		FOB			
5828416	03/06/2026	6355266-11021297	1244-111	FORT KNOX	1938245577			DELIVER			

TICKET DETAIL						PRODUCT			FREIGHT			OTHER CHARGES			AMOUNT
SHIP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	UOM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE	AMOUNT
03/03/2026	3730832	TRUX38839		15391 CNDTRKFSC	CRUSHER RUN Central Truck Fuel Surcharge	T	26.18	18.75	T	26.18	4.10	T	26.18	0.00	598.22 0.00
	3730839	TRUX38839		15391 CNDTRKFSC	CRUSHER RUN Central Truck Fuel Surcharge	T	26.26	18.75	T	26.26	4.10	T	26.26	0.00	600.05 0.00

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Any freight charges stated, if applicable, are billed on behalf of the common carrier in accordance with our billing services agreement with the common carrier

VULCAN MATERIALS COMPANY AND SUBSIDIARIES, VULCAN CONSTRUCTION MATERIALS, LLC



# INVOICE

Page # 1



IMI Kentucky, LLC  
1440 Selinda Avenue  
Louisville, KY 40213-1954

For billing questions, please call our office at (502) 458-6930

Customer Acct#	Invoice Date	Invoice #
110777	02/18/2026	20970203
Total Due If Paid by	03/10/2026	\$4,970.00
Total Due If Paid after	03/10/2026	\$5,060.00

ELIZABETHTOWN IND. BOE/ COVENANT  
C/O COVENANT CONCRETE  
ALEXANDRIA TN 37012

Delivery Address  
323 MORNINGSIDE DRIVE

P.O. No.	Job No.	Project No.	Order No.			
4-63876	LEANDRO	61880	3402			
Plant	Item No.	Description	Qty	UOM	Price	Extended Amount
871	5081CC	EXTERIOR STRUCTURAL WALLS	20.00	cy	165.00	3,300.00
871	30	WINTER SERVICE FEE	30.00	/y	5.00	150.00
871	31	ENVIRONMENTAL FEE	3.00	/l	20.00	60.00
871	3181CC	FOOTERS, INT WALLS	10.00	cy	155.00	1,550.00
* 87120673, 87120674, 87120676						

\* \* THANK YOU FOR YOUR BUSINESS \* \*

Discount	If Paid By	Total Yardage	Subtotal	Sales Tax	INVOICE TOTAL
\$90.00	03/10/2026	30.00 cy	\$5,060.00	\$0.00	\$5,060.00

IMI9-FM004 (10/20)

Retain this portion for your records.  
Detach here and return with your payment



IMI Kentucky, LLC  
1440 Selinda Avenue  
Louisville, KY 40213-1954



Customer Acct#	Invoice Date	Invoice #
110777	02/18/2026	20970203
Total Due If Paid by	03/10/2026	\$4,970.00
Total Due If Paid after	03/10/2026	\$5,060.00

Amount Enclosed

Make check payable to Irving Materials

ELIZABETHTOWN IND. BOE/ COVENANT  
C/O COVENANT CONCRETE  
ALEXANDRIA TN 37012

Remit To:  
IMI Kentucky, LLC  
1440 Selinda Avenue  
Louisville, KY 40213-1954

# INVOICE



IMI Kentucky, LLC  
1440 Selinda Avenue  
Louisville, KY 40213-1954

Page # 1

For billing questions, please call our office at (502) 458-8830

ELIZABETHTOWN IND. BOE/ COVENANT  
C/O COVENANT CONCRETE  
ALEXANDRIA TN 37012

Customer Acct#	Invoice Date	Invoice #
110777	02/20/2026	20970835
Total Due If Paid by	03/10/2026	\$5,675.00
Total Due If Paid after	03/10/2026	\$5,780.00

<b>Delivery Address</b> 323 MORNINGSIDE DRIVE
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P.O. No.	Job No.	Project No.	Order No.
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4-63876 LEANDRO 61880 3391

Plant	Item No.	Description	Qty	UOM	Price	Extended Amount
871	5081CC	EXTERIOR STRUCTURAL WALLS	10.00	cy	165.00	1,650.00
871	30	WINTER SERVICE FEE	35.00	/y	5.00	175.00
871	31	ENVIRONMENTAL FEE	4.00	/l	20.00	80.00
871	3181CC	FOOTERS, INT WALLS	25.00	cy	155.00	3,875.00
871	32	MINIMUM LOAD CHARGE	1.00	ea	0.00	0.00
* 87120751, 87120754, 87120760, 87120761						

\* \* THANK YOU FOR YOUR BUSINESS \* \*

Discount	If Paid By	Total Yardage	Subtotal	Sales Tax	INVOICE TOTAL
\$105.00	03/10/2026	35.00 cy	\$5,780.00	\$ .00	\$5,780.00

IM18-FM004 (10/20)

Retain this portion for your records.  
Detach here and return with your payment.



IMI Kentucky, LLC  
1440 Selinda Avenue  
Louisville, KY 40213-1954



Customer Acct#	Invoice Date	Invoice #
110777	02/20/2026	20970835
Total Due If Paid by	03/10/2026	\$5,675.00
Total Due If Paid after	03/10/2026	\$5,780.00

<b>Amount Enclosed</b> ▶
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Make check payable to Irving Materials

ELIZABETHTOWN IND. BOE/ COVENANT  
C/O COVENANT CONCRETE  
ALEXANDRIA TN 37012

Remit To:  
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1440 Selinda Avenue  
Louisville, KY 40213-1954

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Page # 1



IMI Kentucky, LLC  
1440 Selinda Avenue  
Louisville, KY 40213-1954

For billing questions, please call our office at (502) 458-8930

Customer Acct#	Invoice Date	Invoice #
110777	02/24/2026	20971322
Total Due if Paid by	03/10/2026	\$1,767.00
Total Due if Paid after	03/10/2026	\$1,800.00

ELIZABETHTOWN IND. BOE/ COVENANT  
C/O COVENANT CONCRETE  
ALEXANDRIA TN 37012

Delivery Address  
323 MORNINGSIDE DRIVE

P.O. No.	Job No.	Project No.	Order No.
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4-63876 LEANDRO 61880 3326

Plant	Item No.	Description	Qty	UOM	Price	Extended Amount
871	3181CC	FOOTERS, INT WALLS	11.00	cy	155.00	1,705.00
871	30	WINTER SERVICE FEE	11.00	/y	5.00	55.00
871	31	ENVIRONMENTAL FEE	2.00	/l	20.00	40.00
871	32	MINIMUM LOAD CHARGE	1.00	ea	0.00	0.00

\* 87120821, 87120824

\* \* THANK YOU FOR YOUR BUSINESS \* \*

Discount	if Paid By	Total Yardage	Subtotal	Sales Tax	INVOICE TOTAL
\$33.00	03/10/2026	11.00 cy	\$1,800.00	\$ .00	\$1,800.00

IMS-FM004 (10/20)

Retain this portion for your records.  
Detach here and return with your payment



IMI Kentucky, LLC  
1440 Selinda Avenue  
Louisville, KY 40213-1954



\* 0 1 0 3 0 1 \*

Customer Acct#	Invoice Date	Invoice #
110777	02/24/2026	20971322
Total Due if Paid by	03/10/2026	\$1,767.00
Total Due if Paid after	03/10/2026	\$1,800.00

Amount Enclosed

Make check payable to Irving Materials

ELIZABETHTOWN IND. BOE/ COVENANT  
C/O COVENANT CONCRETE  
ALEXANDRIA TN 37012

Remit To:  
IMI Kentucky, LLC  
1440 Selinda Avenue  
Louisville, KY 40213-1954

# INVOICE



IMI Kentucky, LLC  
1440 Selinda Avenue  
Louisville, KY 40213-1954

Page # 1

For billing questions, please call our office at (502) 456-6830

Customer Acct#	Invoice Date	Invoice #
110777	02/25/2026	20971770
Total Due If Paid by	03/10/2026	\$955.00
Total Due If Paid after	03/10/2026	\$970.00

ELIZABETHTOWN IND. BOE/ COVENANT  
C/O COVENANT CONCRETE  
ALEXANDRIA TN 37012

Delivery Address  
323 MORNINGSIDE DRIVE

P.O. No.	Job No.	Project No.	Order No.
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4-63876 LEANDRO 61880 3457

Plant	Item No.	Description	Qty	UOM	Price	Extended Amount
871	5081CC	EXTERIOR STRUCTURAL WALLS	5.00	cy	165.00	825.00
871	32	MINIMUM LOAD CHARGE	1.00	ea	100.00	100.00
871	30	WINTER SERVICE FEE	5.00	/y	5.00	25.00
871	31	ENVIRONMENTAL FEE	1.00	/l	20.00	20.00

\* 87120898

\* \* THANK YOU FOR YOUR BUSINESS \* \*

Discount	If Paid By	Total Yardage	Subtotal	Sales Tax	INVOICE TOTAL
\$15.00	03/10/2026	5.00 cy	\$970.00	\$ .00	\$970.00

IMS-FM004 (10/20)

Retain this portion for your records.  
Detach here and return with your payment



IMI Kentucky, LLC  
1440 Selinda Avenue  
Louisville, KY 40213-1954



Customer Acct#	Invoice Date	Invoice #
110777	02/25/2026	20971770
Total Due If Paid by	03/10/2026	\$955.00
Total Due If Paid after	03/10/2026	\$970.00

Amount Enclosed

Make check payable to Irving Materials

ELIZABETHTOWN IND. BOE/ COVENANT  
C/O COVENANT CONCRETE  
ALEXANDRIA TN 37012

Remit To:  
IMI Kentucky, LLC  
1440 Selinda Avenue  
Louisville, KY 40213-1954

# INVOICE

Page # 1



IMI Kentucky, LLC  
1440 Selinda Avenue  
Louisville, KY 40213-1954

For billing questions, please call our office at (502) 458-6930

Customer Acct#	Invoice Date	Invoice #
110777	03/13/2026	20975314
Total Due If Paid by	04/10/2026	\$20,340.00
Total Due If Paid after	04/10/2026	\$20,700.00

ELIZABETHTOWN IND. BOE/ COVENANT  
C/O COVENANT CONCRETE  
ALEXANDRIA TN 37012

Delivery Address  
323 MORNINGSIDE DRIVE

P.O. No.	Job No.	Project No.	Order No.
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4-63876

61880

3087

Plant	Item No.	Description	Qty	UOM	Price	Extended Amount
871	7331PS	SOG / STEEL FORMS	120.00	cy	160.00	19,200.00
871	16000	MRWR (MID RANGE WR)	120.00	/y	5.50	660.00
871	30	WINTER SERVICE FEE	120.00	/y	5.00	600.00
871	31	ENVIRONMENTAL FEE	12.00	/l	20.00	240.00
* 87121262, 87121264, 87121265, 87121266, 87121268, 87121269, 87121271, 87121273						
* 87121275, 87121276, 87121278, 87121279						

\* \* THANK YOU FOR YOUR BUSINESS \* \*

Discount	If Paid By	Total Yardage	Subtotal	Sales Tax	INVOICE TOTAL
\$360.00	04/10/2026	120.00 cy	\$20,700.00	\$ .00	\$20,700.00

IMS-FM004 (10/20)

Retain this portion for your records.  
Detach here and return with your payment.



IMI Kentucky, LLC  
1440 Selinda Avenue  
Louisville, KY 40213-1954



\* 0 1 0 1 3 0 1 \*

Customer Acct#	Invoice Date	Invoice #
110777	03/13/2026	20975314
Total Due If Paid by	04/10/2026	\$20,340.00
Total Due If Paid after	04/10/2026	\$20,700.00

Amount Enclosed

Make check payable to Irving Materials

ELIZABETHTOWN IND. BOE/ COVENANT  
C/O COVENANT CONCRETE  
ALEXANDRIA TN 37012

Remit To:  
IMI Kentucky, LLC  
1440 Selinda Avenue  
Louisville, KY 40213-1954



IMI Kentucky, LLC  
 1440 Selinda Avenue  
 Louisville, KY 40213-1954

**INVOICE**

For billing questions, please call our office at (502) 458-6830

Customer Acct#	Invoice Date	Invoice #
110777	03/19/2026	20976392

Total Due if Paid by	04/10/2026	\$955.00
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Total Due if Paid after	04/10/2026	\$970.00
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ELIZABETHTOWN IND. BOE/ COVENANT  
 C/O COVENANT CONCRETE  
 ALEXANDRIA TN 37012

Delivery Address
323 MORNINGSIDE DRIVE

P.O. No.	Job No.	Project No.	Order No.
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4-63876 LEANDRO 61880 3305

Plant	Item No.	Description	Qty	UOM	Price	Extended Amount
871	5081CC	EXTERIOR STRUCTURAL WALLS	5.00	cy	165.00	825.00
871	32	MINIMUM LOAD CHARGE	1.00	ea	100.00	100.00
871	30	WINTER SERVICE FEE	5.00	/y	5.00	25.00
871	31	ENVIRONMENTAL FEE	1.00	/l	20.00	20.00

\* 87121466

\* \* THANK YOU FOR YOUR BUSINESS \* \*

Discount	If Paid By	Total Yardage	Subtotal	Sales Tax	INVOICE TOTAL
\$15.00	04/10/2026	5.00 cy	\$970.00	\$ .00	\$970.00

IMS-FM04 (10/20)

Retain this portion for your records.  
 Detach here and return with your payment



IMI Kentucky, LLC  
 1440 Selinda Avenue  
 Louisville, KY 40213-1954



\* 0 1 0 2 0 1 \*

Customer Acct#	Invoice Date	Invoice #
110777	03/19/2026	20976392

Total Due if Paid by	04/10/2026	\$955.00
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Total Due if Paid after	04/10/2026	\$970.00
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Amount Enclosed	
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Make check payable to Irving Materials

ELIZABETHTOWN IND. BOE/ COVENANT  
 C/O COVENANT CONCRETE  
 ALEXANDRIA TN 37012

Remit To:

IMI Kentucky, LLC  
 1440 Selinda Avenue  
 Louisville, KY 40213-1954

**INVOICE**



IMI Kentucky, LLC  
1440 Selinda Avenue  
Louisville, KY 40213-1954

For billing questions, please call our office at (502) 458-6930

ELIZABETHTOWN IND. BOE/ COVENANT  
C/O COVENANT CONCRETE  
ALEXANDRIA TN 37012

Customer Acct#	Invoice Date	Invoice #
110777	03/25/2026	20978214
Total Due if Paid by ▶	04/10/2026	\$1,590.00
Total Due if Paid after ▶	04/10/2026	\$1,620.00

**Delivery Address**  
323 MORNINGSIDE DRIVE

P.O. No.	Job No.	Project No.	Order No.
4-63876	LEANDRO	61880	3418

Plant	Item No.	Description	Qty	UOM	Price	Extended Amount
871	3081CC	EXTERIOR EQUIP PADS	10.00	cy	155.00	1,550.00
871	30	WINTER SERVICE FEE	10.00	/y	5.00	50.00
871	31	ENVIRONMENTAL FEE	1.00	/l	20.00	20.00
* 87121578						

\* \* THANK YOU FOR YOUR BUSINESS \* \*

Discount	If Paid By	Total Yardage	Subtotal	Sales Tax	INVOICE TOTAL
\$30.00	04/10/2026	10.00 cy	\$1,620.00	\$ .00	\$1,620.00

IMS-FM004 (10/20)

Retain this portion for your records.  
Detach here and return with your payment



IMI Kentucky, LLC  
1440 Selinda Avenue  
Louisville, KY 40213-1954



Customer Acct#	Invoice Date	Invoice #
110777	03/25/2026	20978214
Total Due if Paid by ▶	04/10/2026	\$1,590.00
Total Due if Paid after ▶	04/10/2026	\$1,620.00

**Amount Enclosed** ▶

*Make check payable to Irving Materials*

ELIZABETHTOWN IND. BOE/ COVENANT  
C/O COVENANT CONCRETE  
ALEXANDRIA TN 37012

Remit To:  
**IMI Kentucky, LLC**  
1440 Selinda Avenue  
Louisville, KY 40213-1954



# APPLICATION AND CERTIFICATE FOR PAYMENT

TO(OWNER): Elizabethtown Independent District Board of Education PROJECT: T K Stone Middle School Renovation Elizabethtown, KY APPLICATION NO: # 10  
 PERIOD FROM: 2/24/2026  
 TO: 3/23/2026

ATTENTION: Paul Mullins CONTRACT FOR: Parco Constructors Group, LLC CONTRACT DATE: 22-Jan-25  
 BID DIV: BP 040



## CONTRACTORS APPLICATION FOR PAYMENT

### CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
Approved this month		

Net Change by Change Orders \$0.00 \$0.00 \$0.00

Application is made for Payment as shown below in connection with the Contract Continuation Sheet attached. The present status of the this Contract is as follows:

ORIGINAL CONTRACT SUM	<u>\$2,092,860.00</u>
Net change by Change Orders	<u>\$0.00</u>
CONTRACT SUM TO DATE	<u>\$2,092,860.00</u>
TOTAL COMPLETED & STORED TO DATE (Sheet 2)	<u>\$554,787.00</u>
RETAINAGE @ 10%	<u>\$55,478.70</u>
TOTAL EARNED LESS RETAINAGE	<u>\$499,308.30</u>
LESS PREVIOUS CERTIFICATES (CONTRACT ONLY)	<u>\$441,753.30</u>
CURRENT PAYMENT DUE	<u>\$57,555.00</u>

The undersigned contractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed and in accordance with the Contract Documents, that all amounts have been paid by him 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: Parco Constructors Group, LLC

By: Tony Snellen *Tony Snellen* Date: 3/23/2026

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated: that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED.



Subscribed and sworn to before me this 23rd day of March, 2026  
 State of: Kentucky County of: Jefferson  
 Notary Public: Lesa Miller  
 My Commission expires: 8/16/2026 County of: Jefferson

ARCHITECT'S CERTIFICATION: ROSS TARRANT ARCHITECTS

By: Chris Walker Date: 04/10/26

CM APPROVAL: ALLIANCE CORPORATION

By: Dalton Jackson Date: 4/1/2026

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 NO. 2  
APPLICATION NO. 10

T K STONE MIDDLE SCHOOL RENO

ITEM #	DESCRIPTION OF WORK	SCHEDULED VALUE	*D* *E* WORK COMPLETED		*F* MATERIALS STORED (NOT IN D O R E)	*G* TOTAL COMPLETED & STORED D+E+F	*H* % G/C	*I* BALANCE TO FINISH C-G
			FROM PREV. APPLIC.(D+E)	THIS PERIOD				
1	BOND	\$17,500.00	\$17,500.00			\$17,500.00	100%	\$0.00
2	SUBMITALLS	\$24,307.00	\$24,307.00	\$0.00		\$24,307.00	100%	\$0.00
3	CLEAN UP- Materials	\$1,500.00	\$255.00	\$0.00		\$255.00	17%	\$1,245.00
4	CLEAN UP - Labor	\$60,500.00	\$10,000.00	\$0.00		\$10,000.00	17%	\$50,500.00
5	CLOSEOUT DOCUMENTS	\$1,000.00				\$0.00	0%	\$1,000.00
6	O & M MANUALS	\$3,000.00				\$0.00	0%	\$3,000.00
7	ALLOWANCE- Masonry patching	\$15,000.00	\$15,000.00			\$15,000.00	100%	\$0.00
8	SUPERVISION- Labor	\$69,500.00	\$22,645.00	\$900.00		\$23,545.00	34%	\$45,955.00
9	JOBSITE FACILITIES	\$35,700.00	\$11,800.00	\$500.00		\$12,300.00	34%	\$23,400.00
10	DUMPSTERS- Masonry Only	\$21,200.00				\$0.00	0%	\$21,200.00
11	SAFETY- Labor	\$15,270.00	\$600.00	\$2,400.00		\$3,000.00	20%	\$12,270.00
12	SAFETY- Materials	\$5,500.00	\$260.00	\$850.00		\$1,110.00	20%	\$4,390.00
13	MISC. TRUCKING- Materials	\$9,940.00	\$1,770.00	\$1,100.00		\$2,870.00	29%	\$7,070.00
14	MISC. TRUCKING- Labor	\$30,345.00	\$5,350.00	\$3,600.00		\$8,950.00	29%	\$21,395.00
15	MASONRY- Equipment	\$118,958.00	\$22,600.00	\$7,500.00		\$30,100.00	25%	\$88,858.00
16	BRICK VENEER- Materials	\$13,000.00	\$1,950.00	\$0.00		\$1,950.00	15%	\$11,050.00
17	BRICK VENEER- Labor	\$305,770.00	\$46,500.00	\$0.00		\$46,500.00	15%	\$259,270.00
18	CMU FDNS.- Materials	\$16,500.00	\$9,755.00	\$4,000.00		\$13,755.00	83%	\$2,745.00
19	CMU FDNS.- Labor	\$61,950.00	\$36,225.00	\$15,000.00		\$51,225.00	83%	\$10,725.00
20	SPLIT-FACE CMU- Materials	\$8,500.00	\$1,670.00	\$0.00		\$1,670.00	20%	\$6,830.00
21	SPLIT-FACE CMU- Labor	\$29,500.00	\$6,040.00	\$0.00		\$6,040.00	20%	\$23,460.00
22	CMU BACKUP- Materials	\$17,500.00	\$3,700.00	\$600.00		\$4,300.00	25%	\$13,200.00
23	CMU BACKUP- Labor	\$361,900.00	\$74,880.00	\$15,000.00		\$89,880.00	25%	\$272,020.00
24	CMU PARTITIONS- Materials	\$40,500.00	\$3,215.00	\$2,500.00		\$5,715.00	14%	\$34,785.00
25	CMU PARTITIONS- Labor	\$393,165.00	\$32,285.00	\$10,000.00		\$42,285.00	11%	\$350,880.00
26	BRICK/CMU PATCH- Materials	\$8,500.00	\$150.00	\$0.00		\$150.00	2%	\$8,350.00
27	BRICK/CMU PATCH- Labor	\$65,810.00	\$1,000.00	\$0.00		\$1,000.00	2%	\$64,810.00
28	CLEAN DOWN BRICK/CMU- Materials	\$3,500.00				\$0.00	0%	\$3,500.00
29	CLEAN DOWN BRICK/CMU- Labor	\$128,710.00				\$0.00	0%	\$128,710.00
30	SET DOOR FRAMES- Materials	\$675.00	\$100.00	\$0.00		\$100.00	15%	\$575.00
31	SET DOOR FRAMES- Labor	\$7,500.00	\$1,100.00	\$0.00		\$1,100.00	15%	\$6,400.00
32	SPRAY-FOAM INSUL.- Materials	\$33,480.00	\$13,400.00	\$0.00		\$13,400.00	40%	\$20,080.00
33	SPRAY-FOAM INSUL.- Labor	\$32,780.00	\$13,140.00	\$0.00		\$13,140.00	40%	\$19,640.00
34	SPRAY-FOAM INSUL.- Equipment	\$5,400.00	\$2,160.00	\$0.00		\$2,160.00	40%	\$3,240.00
35	FIRESTOP WALLS- Materials	\$6,130.00				\$0.00	0%	\$6,130.00
36	FIRESTOP WALLS- Labor	\$11,390.00				\$0.00	0%	\$11,390.00
37	MASONRY RESTORATION- Mobiliz./G.	\$21,600.00	\$21,600.00			\$21,600.00	100%	\$0.00
38	MASONRY RESTOR.- Repairs	\$34,560.00	\$34,560.00			\$34,560.00	100%	\$0.00
39	MASONRY RESTOR.- Anchor Install	\$39,420.00	\$39,420.00			\$39,420.00	100%	\$0.00
40	MASONRY RESTOR.- Cleaning	\$15,900.00	\$15,900.00			\$15,900.00	100%	\$0.00
<b>TOTALS</b>		<b>\$2,092,860.00</b>	<b>\$0.00</b>	<b>\$490,837.00</b>	<b>\$83,950.00</b>	<b>\$0.00</b>	<b>27%</b>	<b>\$1,538,073.00</b>

CONTINUATION SHEET NO. 3 T K STONE MIDDLE SCHOOL RENO

APPLICATION NO. 10 \*D\*

OWNER PURCHASE ORDERS ONLY

ITEM #	DESCRIPTION	SUPPLIER	P.O. AMOUNT	*E* PREVIOUS PAYMENTS	*F* INVOICES DUE THIS MONTH (ATTACHED)	*G* TOTAL TO DATE (E +F)	*H* BALANCE TO FINISH (D - G)
1	Concrete Block, Mortar, Cement, Etc	Lee Building Products	\$193,770.00	\$63,361.66	\$13,229.12	\$76,590.78	\$117,179.22
2	Brick Veneer	Lee Building Products	\$82,390.00	\$23,664.50	\$0.00	\$23,664.50	\$58,725.50
3	Masonry Resteel, Accessories, Etc.	Mills Supply Company	\$61,680.00	\$43,460.51	\$0.00	\$43,460.51	\$18,219.49
4						\$0.00	\$0.00
5						\$0.00	\$0.00
6						\$0.00	\$0.00
7						\$0.00	\$0.00
8						\$0.00	\$0.00
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<b>TOTALS</b>			<b>\$337,840.00</b>	<b>\$130,486.67</b>	<b>\$13,229.12</b>	<b>\$143,715.79</b>	<b>\$194,124.21</b>

# Parco Constructors

## Owner's Purchase Order Payment Authorization

**Project Name:** T.K. Stone Middle School  
**Project Number: #** KDE BG # 24-207  
**Vendor:** Lee Building Products  
**Owner's Purchase Order Number - #** 6-63879

**Billing # 10**

(Each subcontractor shall review invoices to insure items such as tools, finance charges, and sales tax are not included in the invoice amount. The invoices are to be assembled and attached to this authorization form and submitted to Parco Constructors.)

Parco Constructors has received materials in substantial compliance with the contract documents for the above referenced project and hereby authorizes the Parco Constructors to submit for payment the amounts shown for the following invoice attached hereto:

Owner's PO Amount: \$ 276,160.00

Invoice Number	Invoice Date	Invoice Amount	Previous Invoices
H19451	4/4/2025	\$ 4,516.48	\$ 4,516.48
H19495	4/11/2025	\$ 4,516.35	\$ 4,516.35
H19827	4/17/2025	\$ 4,075.70	\$ 4,075.70
I32796	4/17/2025	\$ 1,182.62	\$ 1,182.62
H20202	4/23/2025	\$ 5,121.75	\$ 5,121.75
H20395	4/25/2025	\$ 5,722.65	\$ 5,722.65
I32923	4/25/2025	\$ 1,421.28	\$ 1,421.28
H20873	5/5/2025	\$ 5,444.90	\$ 5,444.90
H20999	5/7/2025	\$ 5,214.15	\$ 5,214.15
I33203	5/13/2025	\$ 1,405.62	\$ 1,405.62
H21369	5/14/2025	\$ 3,481.60	\$ 3,481.60
I33374	5/27/2025	\$ 1,378.08	\$ 1,378.08
I33389	5/28/2025	\$ 219.75	\$ 219.75
I33532	6/5/2025	\$ 26.00	\$ 26.00
I33834	6/26/2025	\$ 441.30	\$ 441.30
H24996	7/24/2025	\$ 4,067.00	\$ 4,067.00

Invoice Number	Invoice Date	Invoice Amount	Previous Invoices
I34466	8/7/2025	\$ 2,363.00	\$ 2,363.00
H25947	8/13/2025	\$ 33.60	\$ 33.60
H26048	8/13/2025	\$ 12,084.00	\$ 12,084.00
I34735	8/26/2025	\$ 1,152.90	\$ 1,152.90
I35837	11/10/2025	\$ 158.65	\$ 158.65
H30769	11/13/2025	\$ 4,318.30	\$ 4,318.30
I35959	11/20/2025	\$ 191.70	\$ 191.70
H31554	12/1/2025	\$ 11,580.50	\$ 11,580.50
I36212	12/22/2025	\$ 128.15	\$ 128.15
I36550	2/17/2026	\$ 453.85	\$ 453.85
H34011	2/18/2026	\$ 4,782.25	\$ 4,782.25
I36566	2/29/2026	\$ 1,544.03	\$ 1,544.03
H34331	2/25/2026	\$ 5,541.75	
I36781	3/13/2026	\$ 1,544.62	
H35075	3/17/2026	\$ 6,142.75	
Total Invoices submitted to date		\$ 100,255.28	\$ 87,026.16

Owner's Purchase Order Balance Remaining: \$ 175,904.72

 \_\_\_\_\_ 3/23/2026  
 (Signature) (Date)

Tony Snellen/President & Project Manager  
 \_\_\_\_\_  
 (Print Name & Title)

Amount Due this Billing	\$ 13,229.12
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**LEE BUILDING PRODUCTS**

**LEE BUILDING PRODUCTS (08)**

12906 OLD HENRY ROAD  
 P O BOX 437109  
 LOUISVILLE KY 40253-7109  
 Phone 502-245-3135 Fax 502-245-6913

**INVOICE**

Number	H34331
Date	02/25/2026
Page	1

Bill-to: 08EP323  
 \*ELIZABETHTOWN BOARD OF ED  
 C/O PARCO CONSTRUCTION  
 2521 RIDGEMAR COURT  
 LOUISVILLE, KY 40299

Ship-to: 323  
 TK STONE MIDDLE SCHOOL  
 323 MORNINGSIDE DRIVE  
 ELIZABETHTOWN, KY 42701

Reference #	Shipped	Salesperson	Terms	Tax Code	Doc #	Wh	Freight	Ship Via
DPO# 6-63879	02/25/26	TLS T SINGLETO	NET 30 DAYS	KY-NT	004488	08	PREPAID	BESTWAY

Item	Description	Ordered	Shipped	Backordrd	UM	Price	UM	Extension
08L100	8" REGULAR LW 8x8x16	945.00	945.00	.00	EA	2.58	EA	2438.10
06L100	6" REGULAR LW 6x8x16	480.00	480.00	.00	EA	2.39	EA	1147.20
08L152	8" KO BOND BEAM LW 8x8x16 (OPEN BOTTOM)	90.00	90.00	.00	EA	3.08	EA	277.20
401S	MIAMI/EAGLE TYPE S	45.00	45.00	.00	EA	14.65	EA	659.25
401C	FAIRBORN PORTLAND TYPE IL 94#	40.00	40.00	.00	EA	18.50	EA	740.00
M999BB	PALLET CHARGE CMU & BRICK	14.00	14.00	.00	EA	20.00	EA	280.00
LHR	LOADING ALLOCATION	.42	.42	.00	EA	.00	EA	.00
F999	JAMES / JOHNSON	445.54	445.54	.00	EA	.00	EA	.00

Merchandise	Misc	Discount	Tax	Freight	Total Due
5541.75	.00		.00	*TBD*	5541.75



**BUILDING PRODUCTS**

**LEE BUILDING PRODUCTS (10)**

307 PETERSON DRIVE  
P O BOX 803  
ELIZABETHTOWN KY 42702-0803  
Phone 270-765-4044 Fax 270-765-4066

**INVOICE**

Number	I36781
Date	03/13/2026
Page	1

Bill-to: 08EP323  
\*ELIZABETHTOWN BOARD OF ED  
C/O PARCO CONSTRUCTION  
2521 RIDGEMAR COURT  
LOUISVILLE, KY 40299

Ship-to: 323  
TK STONE MIDDLE SCHOOL  
323 MORNINGSIDE DRIVE  
ELIZABETHTOWN, KY 42701

Reference #	Shipped	Salesperson	Terms	Tax Code	Doc #	Wh	Freight	Ship Via
DPO# 6-63879	03/13/26	TLS T SINGLETO	NET 30 DAYS	KY-NT	008106	10	PREPAID	BESTWAY

Item	Description	Ordered	Shipped	Backordrd	UM	Price	UM	Extension
420210	DEL-SAND-TON	26.18	26.18	.00	TN	59.00	TN	1544.62

Merchandise	Misc	Discount	Tax	Freight	Total Due
1544.62	.00		.00	*TBD*	1544.62



**LEE BUILDING PRODUCTS**

**LEE BUILDING PRODUCTS (08)**

12906 OLD HENRY ROAD  
 P O BOX 437109  
 LOUISVILLE KY 40253-7109  
 Phone 502-245-3135 Fax 502-245-6913

**INVOICE**

Number	H35075
Date	03/17/2026
Page	1

Bill-to: 08EP323  
 \*ELIZABETHTOWN BOARD OF ED  
 C/O PARCO CONSTRUCTION  
 2521 RIDGEMAR COURT  
 LOUISVILLE, KY 40299

Ship-to: 323  
 TK STONE MIDDLE SCHOOL  
 323 MORNINGSIDE DRIVE  
 ELIZABETHTOWN, KY 42701

Reference #	Shipped	Salesperson	Terms	Tax Code	Doc #	Wh	Freight	Ship Via
DPO# 6-63879	03/17/26	TLS T SINGLETO	NET 30 DAYS	KY-NT	008933	08	PREPAID	BESTWAY

Item	Description	Ordered	Shipped	Backordrd	UM	Price	UM	Extension
08L100	8" REGULAR LW 8x8x16	1155.00	1155.00	.00	EA	2.58	EA	2979.90
08L125	8" HALF LW 8x8x8	180.00	180.00	.00	EA	2.48	EA	446.40
08L150	8" H BOND BEAM LW 8x8x16	90.00	90.00	.00	EA	3.03	EA	272.70
401S	MIAMI/EAGLE TYPE S	45.00	45.00	.00	EA	14.55	EA	654.75
401C	FAIRBORN PORTLAND TYPE IL 94#	80.00	80.00	.00	EA	18.30	EA	1464.00
M999BB	PALLET CHARGE CMU & BRICK	13.00	13.00	.00	EA	20.00	EA	260.00
MW999	MISC WRAP CHARGE	13.00	13.00	.00	EA	5.00	EA	65.00
LHR	LOADING ALLOCATION	.42	.42	.00	EA	.00	EA	.00
F999	DOUG / JOHNSON	445.54	445.54	.00	EA	.00	EA	.00

Merchandise	Misc	Discount	Tax	Freight	Total Due
6142.75	.00		.00	*TBD*	6142.75

**RELEASE OF LIEN**

**DATE**

3/23/2026

We the undersigned, certify that we are the General Contractor/Subcontractor for the Construction of Renovations & Addition to T.K. Stone Middle School. We certify that all bills for labor, material, taxes, insurance, equipment, miscellaneous items and supplies in connection with the above contract have been paid in full. We further certify that we, and each of our suppliers, do upon receipt of Fifty-Seven Thousand Five Hundred Fifty-Five Dollars & No Cents (\$57,555.00) which will constitute partial payment X; full and final payment   ; for work performed to date on our contract do hereby, waive and release any and all liens or claim of rights of liens on said above described building and premises Elizabethtown Independent School Board located at 323 Morningside Drive in Elizabethtown Kentucky under the Statutes of the State of Kentucky and or the United States Government relating to mechanics liens on account of labor or taxes or any of the material furnished to or on account of said building or improvements on the premises.

**Firm: PARCO CONSTRUCTORS GROUP, LLC**

By: *Jerry Sullen*

Title: PRESIDENT

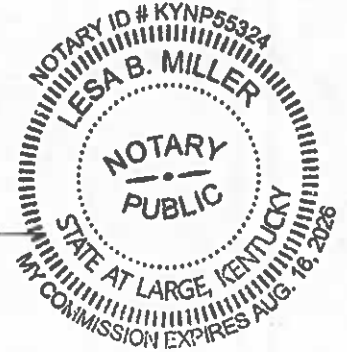
State of KENTUCKY

County of JEFFERSON

Subscribed and sworn to before me this 23<sup>rd</sup> day of March 2026..

Notary Public: *Lesab Miller*

My commission expires 8//16/2026



Reference Parco Constructors Group, LLC Invoice # 5571

**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO(OWNER): Elizabethtown Independent District Board of Education  
 PROJECT: T K Stone Middle School Renovation Elizabethtown, KY

APPLICATION NO:9  
 PERIOD FROM:03/01/2028  
 TO: 03/31/2028



**ALLIANCE**  
 CORPORATION  
 Builders & Managers

ATTENTION: Paul Mullins  
 CONTRACT FOR: GYP Board Assemblies  
 BID DIV: 092  
 CONTRACT DATE: \_\_\_\_\_

**CONTRACTORS APPLICATION FOR PAYMENT**

**CHANGE ORDER SUMMARY**

Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL		
Approved this month	<u>4575.00</u>	

Application is made for Payment as shown below in connection with the Contract Continuation Sheet attached. The present status of the this Contract is as follows:

ORIGINAL CONTRACT SUM	\$389,000.00
Net change by Change Orders	<u>4575.00</u> <del>\$0.00</del>
CONTRACT SUM TO DATE	<u>373575.00</u> <del>\$389,000.00</del>
TOTAL COMPLETED & STORED TO DATE (Sheet 2)	\$151,974.00
RETAINAGE @ 10%	\$15,197.40
TOTAL EARNED LESS RETAINAGE	\$136,776.60
LESS PREVIOUS CERTIFICATES (CONTRACT ONLY)	\$109,776.80
CURRENT PAYMENT DUE	\$27,000.00

Net Change by Change Orders \$0.00 ~~\$0.00~~ 4575.00 ~~\$0.00~~ 4575.00

The undersigned contractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed and in accordance with the Contract Documents, that all amounts have been paid by him 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: Grayhawk LLC  
 By: [Signature] Date: 03/19/2028

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated: that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Subscribed and sworn to before me this 19th day of March  
 State of: Kentucky  
 Notary Public:  
 My Commission expires: 7/20/2027

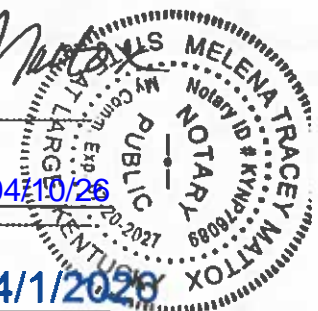
ARCHITECT'S CERTIFICATION: ROSS TARRANT ARCHITECTS

By: [Signature] Date: 04/10/28

CM APPROVAL: ALLIANCE CORPORATION

By: Dalton Jackson Date: 4/1/2028

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.



ITEM #	DESCRIPTION OF WORK	SCHEDULED VALUE	*D* *E* WORK COMPLETED		*F* MATERIALS STORED (NOT IN D OR E)	*G* TOTAL COMPLETED & STORED D+E+F	*H* % G/C	*I* BALANCE TO FINISH C-G
			FROM PREV. APPLIC.(D+E)	THIS PERIOD				
1	METAL FRAMING LABOR	\$90,000.00	\$29,000.00	\$5,000.00		\$34,000.00	38%	\$56,000.00
2	GYPSTUM DRYWALL LABOR	\$69,000.00	\$10,500.00			\$10,500.00	15%	\$58,500.00
3	INSULATION	\$20,000.00	\$6,000.00			\$6,000.00	30%	\$14,000.00
4	FINISHING	\$25,000.00	\$4,000.00			\$4,000.00	16%	\$21,000.00
5	SUPERVISION	\$15,000.00	\$5,000.00			\$5,000.00	33%	\$10,000.00
6	CLEAN UP	\$3,690.00	\$0.00			\$0.00	0%	\$3,690.00
7	MOBILIZATION	\$10,000.00	\$10,000.00			\$10,000.00	100%	\$0.00
8	TOOLS	\$20,000.00	\$6,800.00			\$6,800.00	34%	\$13,200.00
9	FIELD APPLIED EIFS LABOR	\$24,000.00	\$4,000.00	\$15,000.00		\$19,000.00	79%	\$5,000.00
10	FIELD APPLIED EIFS MATERIAL	\$14,000.00	\$2,000.00	\$10,000.00		\$12,000.00	86%	\$2,000.00
11	SUBMITTALS	\$3,120.00	\$3,120.00			\$3,120.00	100%	\$0.00
12	CAULKING	\$5,500.00	\$500.00			\$500.00	9%	\$5,000.00
13	SHOP DRAWINGS	\$3,690.00	\$3,690.00			\$3,690.00	100%	\$0.00
14	ENGINEERING	\$500.00	\$500.00			\$500.00	100%	\$0.00
15	TRUSS FABRICATION LABOR	\$3,550.00	\$0.00			\$0.00	0%	\$3,550.00
16	TRUSS FABRICATION MATERIAL	\$20,340.00	\$20,340.00			\$20,340.00	100%	\$0.00
17	TRUSS ERECTION LABOR	\$18,773.00	\$5,632.00			\$5,632.00	30%	\$13,141.00
18	TRUSS ERECTION MATERIAL	\$8,850.00	\$2,655.00			\$2,655.00	30%	\$6,195.00
19	TRUSS FREIGHT	\$2,500.00	\$750.00			\$750.00	30%	\$1,750.00
20	O&M MANUALS	\$3,000.00	\$0.00			\$0.00	0%	\$3,000.00
21	CLOSEOUT WARRANTIES	\$1,000.00	\$0.00			\$0.00	0%	\$1,000.00
22	BOND	\$7,487.00	\$7,487.00			\$7,487.00	100%	\$0.00
23	CO	4575.00				0.00	0	4575.00
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TOTALS		\$389,000.00 373,575.00	\$0.00	\$121,874.00	\$30,000.00	\$0.00	\$151,974.00	41% \$217,026.00 221,601.00

CONTINUATION SHEET NO. 3 T K STONE MIDDLE SCHOOL RENO

APPLICATION NO 9

OWNER PURCHASE ORDERS ONLY

ITEM #	DESCRIPTION	SUPPLIER	P.O. AMOUNT	PREVIOUS PAYMENTS	INVOICES DUE THIS MONTH (ATTACHED)	TOTAL TO DATE (E +F)	BALANCE TO FINISH (D - G)
1		FBM	\$67,000.00	\$25,274.63		\$25,274.63	\$41,725.37
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<b>TOTALS</b>			\$67,000.00	\$25,274.63	\$0.00	\$25,274.63	\$41,725.37





CONTINUATION SHEET NO. 3  
APPLICATION NO. \_\_\_\_\_

**OWNER PURCHASE ORDERS ONLY**

ITEM #	DESCRIPTION	SUPPLIER	*D*	*E*	*F*	*G*	*H*
			P.O. AMOUNT	PREVIOUS PAYMENTS	INVOICES DUE THIS MONTH (ATTACHED)	TOTAL TO DATE (E + F)	BALANCE TO FINISH (D - G)
1	Resilient Flooring/Base	Ohio Valley Flooring	\$32,327.00	\$23,615.20		\$23,615.20	\$8,711.80
2	SVTI-SVT3 Materials	Spartan Surfaces	\$206,800.00	\$71,225.80	\$135,525.89	\$206,751.69	\$48.31
3						\$0.00	\$0.00
4						\$0.00	\$0.00
5						\$0.00	\$0.00
6						\$0.00	\$0.00
7						\$0.00	\$0.00
8						\$0.00	\$0.00
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<b>TOTALS</b>			\$239,127.00	\$94,841.00	\$135,525.89	\$230,366.89	\$8,760.11

# SPARTAN SURFACES

THIS IS AN INVOICE

INVOICE#	PAGE#
726464	1

(DIR SHP)

INVOICE DATE	SHIP DATE	SHIP VIA	F.O.B.	ACCT#	YOUR P.O.#	TERMS	OUR REF#	ORDER#
11/24/25	03/12/26	VENDOR FREIG	WAREHOUSE	022198	245408	NET 30 DAYS	1343601	214605
					TK STONE M		LP / 016 / BL1	D5

**BILL TO:**

ELIZABETHTOWN INDEPENDENT BOE  
5644 SHEPHERDSVILLE ROAD  
C/O SPECTRA CONTRACT FLOORING  
LOUISVILLE KY 40228

**SHIP TO:**

ELIZABETHTOWN INDEPENDENT BOE  
5644 SHEPHERDSVILLE ROAD  
C/O SPECTRA CONTRACT FLOORING  
LOUISVILLE KY 40228

LINE#	ITEM NUMBER	SERIAL#	DESCRIPTION	QUANTITY ORDERED	QUANTITY SHIPPED	QUANTITY B/O	UM	PRICE	AMOUNT
0001			LINES 10-40: RPM TRANSIT - 178851-746935						
0002			**TAX EXEMPT JOB**						
0003			Q-DOC: Q30416						
0010	ABRG130TEXASGR12		TEXAS GRANITE 12"X12" 3.17MM VTG-130 WHITE/GREY	21,330.00	21,330.00		SF	6.380	136,085.40
0020	ABRG137TEXASGR12		TEXAS GRANITE 12"X12" 3.17MM VTG-137 GREY	405.00	405.00		SF	6.380	2,583.90
0030	ABRG199TEXASGR12		TEXAS GRANITE 12"X12" 3.17MM VTG-199 CAROLINA SAILING	135.00	135.00		SF	6.380	861.30
0040	ABRA610ADHESIVE3		AD-610 ACRYLIC ADH FOR NON-PVC 3.96 GALLONS; 200 SF/GAL	40.00	40.00		EA	221.14	8,845.60
9963			DELIVERY CONTACT: TONY KINCAID (502) 797-5143						
9966			FREIGHT - VENDOR FREIGHT (VF)						2,885.70

Branch 016

ABR

INV112425 11/24/25

TTAXREBILL

TOTAL PRICE \$ 151,261.90  
STATE TAX 9,075.71

TOTAL AMOUNT DUE \$ 160,337.61  
Amount Paid \$ 24,811.72  
Balance Due \$ 135,525.89

Please return this portion with your remittance.

# SPARTAN SURFACES

ACCT#	INVOICE#	DATE
022198	726464	11/24/25

REMIT TO:  
SPARTAN SURFACES  
PO BOX 69261  
BALTIMORE MD 21264-9261

ELIZABETHTOWN INDEPENDENT BOE  
016

TOTAL PRICE \$ 151,261.90  
STATE TAX 9,075.71

TOTAL AMOUNT DUE \$ 160,337.61  
Amount Paid \$ 24,811.72  
Balance Due \$ 135,525.89

**CONDITIONAL WAIVER AND RELEASE  
PROGRESS PAYMENT**

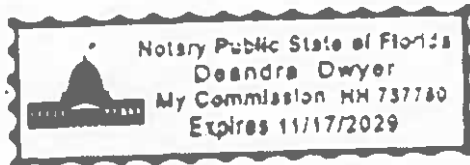
Upon receipt by the undersigned of a check from **Alliance Corporation** in the sum of **\$110,473.35** payable to Spectra Contract Flooring, and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of **TK StoneMiddle School** located at **Elizabethtown, KY** to the following extent. This release covers progress payment for labor, service equipment, material furnished to **Alliance Corporation** through **March 31, 2026** only does not cover retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to receive compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

**DATE:** March 20, 2026 Spectra Contract Flooring

Amy Brown

State of Florida County of Hillsborough  
Subscribed and sworn to before me this 20 day of March, 2026  
Notary Public:

Deandra Dwyer  
My commission expires: 11/17/2029



**SUBCONTRACTOR AFFIDAVIT  
& CONDITIONAL WAIVER & RELEASE OF LIENS**

Spectra Contract Flooring hereinafter ("Subcontractor") having a contract with Alliance Corporation  
for the work of (project) TK StoneMiddle School at (address) Elizabethtown, KY  
whereof (Owner) \_\_\_\_\_ is or was the Owner, part Owner, or lessee, has performed work  
and/or furnished materials, equipment and/or machinery or has fabricated materials especially for this project.

**Materials**

Said affiant further says that the following shows the names of every person furnishing machinery, material or fuel to said Subcontractor, giving the amount, if any, which is due, or to become due to them. If all material is paid in full, please state as such.

Name	Material	Amount Due
all materials are pd		

**Labor**

Said affiant further says that the following shows the names of every unpaid laborer in the employ of said Subcontractor, giving the amount, if any, which is due, or to become due, to them. If all labor is paid in full, please state as such.

Name	Amount Due
All Labor is paid	

**Subcontractors**

Said affiant further says that the following shows the names of every Subcontractor, if any, under a contract with the principal contractor, giving the amount, if any, which is due, or to become due, to them. If all Subcontractors are paid in full or if none are contracted, please state as such.

Name	Amount Due
all subs are pd	

**Conditional Lien Waiver**

Upon receipt by Subcontractor of a check in the amount of \$110,473.35 and when said check is paid by the bank upon which it is drawn, Subcontractor waives and releases all rights to liens and claims against the materials, equipment and/or machinery, or for especially fabricated materials for the project furnished to the Owner to the extent of the payment received.

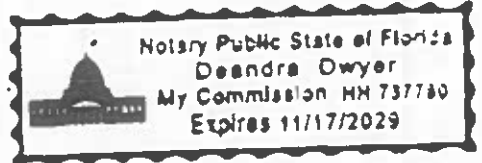
I, Amy Brown being Director of Project Accounting of Spectra Contract Flooring  
do hereby acknowledge the foregoing in full and certify that this is a true and accurate statement.

Amy Brown  
Signature

State Of: Florida  
County Of: Hillsborough

Subscribed and sworn to before me this 20 day of Mar-26

Deandra Owyer  
Notary Public



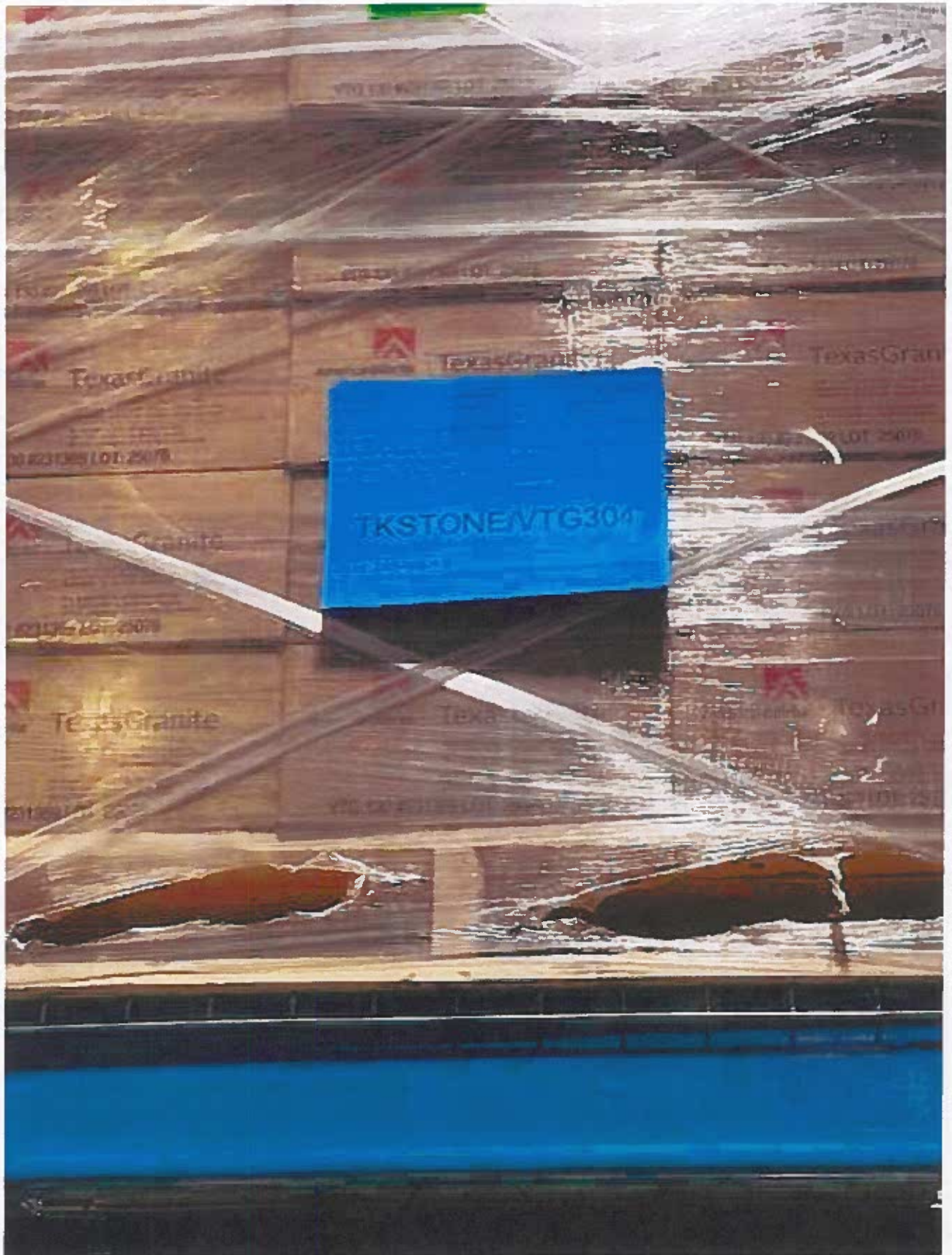


American

TKSTON/VTG30WG4

Lot 257403-3-4







TELETYPE

10615801



Faint, illegible text on the blue sign, possibly including lot numbers and product details.

**TKSTON/VTG30WG3**

Lot 267403-3-4

EQUIP  
4646 040000  
C/O SPECTRA  
LABS/STL  
10/17/11

VTG 30 241885 2510

 Solid Vinyl Tile  
Carrollville, VA

VTG 30 241885 2510

 Solid Vinyl Tile  
Carrollville, VA



Model Designation: TKSTON/VTG30WG5

Capacity: 30,000 GPD

Flow Rate: 100 GPM

Operating Pressure: 100 PSI

Operating Temperature: 50°F to 100°F

Material: Polypropylene

Weight: 150 lbs

Dimensions: 24" x 24" x 18"

Lead Time: 4-6 weeks

Warranty: 1 Year

Contact: 800-441-1111

Website: [www.tks.com](http://www.tks.com)

Part Number: 30010

# TKSTON/VTG30WG5

Part Number: 30010

VTG 30 231205 30010



TKS WATER CARE

Water Treatment Solutions

10000 TKS Way, Houston, TX 77036

Phone: 800-441-1111 Fax: 281-441-1111

Website: [www.tks.com](http://www.tks.com)



TKS WATER CARE

Water Treatment Solutions

10000 TKS Way, Houston, TX 77036

Phone: 800-441-1111 Fax: 281-441-1111

Website: [www.tks.com](http://www.tks.com)



**Blanket Additional Insured - Owners, Lessees or Contractors -  
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** In the performance of your ongoing operations subject to such **written contract**; or
  - B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
    - 1. The **written contract** requires you to provide the additional insured such coverage; and
    - 2. This **Coverage Part** provides such coverage; and
  - C.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
    - 1. Coverage broader than what you are required to provide by the **written contract**; or
    - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph I. shall apply solely to the extent permissible by law.

- II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations subject to such **written contract**; or
- B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
  - 1. The **written contract** requires you to provide the additional insured such coverage; and
  - 2. This **Coverage Part** provides such coverage.

- III.** But if the **written contract** requires:

- A.** Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** Additional insured coverage with "arising out of" language;

then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.



**Blanket Additional Insured - Owners, Lessees or Contractors -  
with Products-Completed Operations Coverage Endorsement**

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

**Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**Blanket Additional Insured - Owners, Lessees or Contractors -  
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or
2. The offense that caused the **personal and advertising injury**;  
for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

40020002370941832232809





CNA PARAMOUNT

**Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement**

This endorsement modifies insurance provided under the following:

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

SCHEDULE
<b>Name Of Person Or Organization:</b>
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

0002000067038616402279





Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the COMMERCIAL GENERAL LIABILITY COVERAGE PART as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS
1. Additional Insureds
2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
3. Bodily Injury – Expanded Definition
4. Broad Knowledge of Occurrence/ Notice of Occurrence
5. Broad Named Insured
6. Broadened Liability Coverage For Damage To Your Product And Your Work
7. Contractual Liability - Railroads
8. Electronic Data Liability
9. Estates, Legal Representatives and Spouses
10. Expected Or Intended Injury – Exception for Reasonable Force
11. General Aggregate Limits of Insurance – Per Project
12. In Rem Actions
13. Incidental Health Care Malpractice Coverage
14. Joint Ventures/Partnership/Limited Liability Companies
15. Legal Liability – Damage To Premises / Alienated Premises / Property In The Named Insured's Care, Custody or Control
16. Liquor Liability
17. Medical Payments
18. Non-owned Aircraft Coverage
19. Non-owned Watercraft
20. Personal And Advertising Injury – Discrimination or Humiliation
21. Personal And Advertising Injury - Contractual Liability
22. Property Damage - Elevators
23. Supplementary Payments
24. Unintentional Failure To Disclose Hazards
25. Waiver of Subrogation – Blanket
26. Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs

4002002370941832232796





## Contractors' General Liability Extension Endorsement

**1. ADDITIONAL INSUREDS**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

- (a) the **bodily injury** or **property damage**; or
- (b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

**A. Controlling Interest**

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

- 1. such person or organization's financial control of a **Named Insured**; or
- 2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**B. Co-owner of Insured Premises**

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

**C. Lessor of Equipment**

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

**D. Lessor of Land**

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

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coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**E. Lessor of Premises**

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**F. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits**

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
  - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - b. the construction, erection, or removal of elevators; or
  - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

**H. Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:



**Contractors' General Liability Extension Endorsement**

- a. the **Named Insured's** acts or omissions; or
  - b. the acts or omissions of those acting on the **Named Insured's** behalf,
- in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

**2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

**3. BODILY INJURY – EXPANDED DEFINITION**

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

**Bodily Injury** means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

**4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE**

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

**A. BROAD KNOWLEDGE OF OCCURRENCE**

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

**B. NOTICE OF OCCURRENCE**

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

**5. BROAD NAMED INSURED**

**WHO IS AN INSURED** is amended to delete its Paragraph 3.

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
  - a. on the effective date of this **Coverage Part**; or

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b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
  - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
  - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

**6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

**k. Damage to Your Product**

**Property damage to your product** arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

**l. Damage to Your Work**

**Property damage to your work** arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or



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(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

**B.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

**C.** This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

## **7. CONTRACTUAL LIABILITY – RAILROADS**

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

**Insured Contract** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

## **8. ELECTRONIC DATA LIABILITY**



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- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

**p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) 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.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

**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.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

**Property damage** means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

## 9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for



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**claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

**10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE**

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

**Expected or Intended Injury**

**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.

**11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT**

**A.** For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

**B.** All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

**C.** The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

**D.** When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.



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- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
- (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

**Contractual Liability**

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

**Discrimination**

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

**Dishonesty or Crime**

Any actual or alleged dishonest, criminal or malicious act, error or omission.

**Medicare/Medicaid Fraud**

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any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

**Services Excluded by Endorsement**

Any **health care incident** for which coverage is excluded by endorsement.

**C. DEFINITIONS** is amended to:**i.** add the following definitions:

**Health care incident** means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

**a. professional health care services** on behalf of the **Named Insured** or

**b. Good Samaritan services** rendered in an emergency and for which no payment is demanded or received.

**Professional health care services** means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a.** Physician;
- b.** Nurse;
- c.** Nurse practitioner;
- d.** Emergency medical technician;
- e.** Paramedic;
- f.** Dentist;
- g.** Physical therapist;
- h.** Psychologist;
- i.** Speech therapist;
- j.** Other allied health professional; or

**Professional health care services** does not include any services rendered in connection with human clinical trials or product testing.

**ii.** delete the definition of **occurrence** and replace it with the following:

**Occurrence** means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

**iii.** amend the definition of **Insured** to:**a.** add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

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- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

**Other Insurance**

b. **Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

**14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**

**WHO IS AN INSURED** is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

**15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:



**Contractors' General Liability Extension Endorsement****j. Damage to Property****Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.



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- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

**6.** Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a.** \$500,000; or
- b.** The Damage To Premises Rented To You Limit shown in the Declarations.

- E.** Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

**(ii)** That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

## 16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

## 17. MEDICAL PAYMENTS

- A. LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

**7.** Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1)** \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2)** the amount shown in the Declarations for Medical Expense Limit.



**Contractors' General Liability Extension Endorsement**

**B.** Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

**18. NON-OWNED AIRCRAFT**

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

**19. NON-OWNED WATERCRAFT**

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

**20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION**

**A.** Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

**B.** Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

**Knowing Violation of Rights of Another**

**Personal and advertising injury** caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:



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This insurance does not apply to:

**Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

**Premises Related Discrimination**

**discrimination or humiliation** arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision 1. **ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY**

- A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.
- B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

- 1. Paragraph **2.d.** is replaced by the following:
  - d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

- 2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:
 

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**22. PROPERTY DAMAGE – ELEVATORS**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

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**Contractors' General Liability Extension Endorsement**

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

**23. SUPPLEMENTARY PAYMENTS**

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

**24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

**25. WAIVER OF SUBROGATION - BLANKET**

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim**.

**26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**

**Note:** The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily Injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



Contractors' General Liability Extension Endorsement

2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. **Other Insurance** is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

**Consolidated (wrap-up) insurance program** means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

**Residential structure** means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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**CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM****I. LIABILITY COVERAGE****A. Who Is An Insured**

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
  - b. The insurance afforded by this provision A.1. does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
  - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be **primary and non-contributory** to insurance on which the additional insured is a **Named Insured**.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision A. **Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

**B. Bail Bonds and Loss of Earnings**

**Section II, Paragraphs A.2. (2) and A.2. (4)** are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In a.(4), the limit for the loss of earnings is changed from \$250 to \$500 a day.

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**C. Fellow Employee**

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

**II. PHYSICAL DAMAGE COVERAGE**

**A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**B. Transportation Expenses**

**Section III, Paragraph A.4.a.** is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

**C. Loss of Use Expenses**

**Section III, Paragraph A.4.b.** is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

**D. Hired "Autos"**

The following is added to **Section III. Paragraph A.:**

**5. Hired "Autos"**

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered **auto**. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
  - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
  - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

**E. Airbag Coverage**

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

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**F. Electronic Equipment**

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

**G. Diminution In Value**

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
  - (1) \$5,000; or
  - (2) 20% of the **auto's** actual cash value (ACV).

**III. Drive Other Car Coverage – Executive Officers**

The following is added to **Sections II and III:**

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
  - a. An **auto** owned by that "executive officer" or a member of that person's household; or
  - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

**IV. BUSINESS AUTO CONDITIONS**

**A. Duties In The Event Of Accident, Claim, Suit Or Loss**

The following is added to **Section IV, Paragraph A.2.a.:**

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- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

**B. Transfer Of Rights Of Recovery Against Others To Us**

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

**C. Concealment, Misrepresentation or Fraud**

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

**D. Other Insurance**

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

**E. Policy Period, Coverage Territory**

**Section IV, Paragraph B. 7.(5).(a).** is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

**V. DEFINITIONS**

**Section V, paragraph C.** is deleted and replaced by the following:

**Bodily injury** means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.



## PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

The "Insurer" refers to the insurer providing this insurance as set forth on the Declarations of this Policy. Words and phrases that appear in **bold** have special meaning. Refer to the section entitled **DEFINITIONS**.

## I. COVERAGES

### A. Coverage A - Excess Follow Form Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the applicable **underlying limits**. Coverage hereunder will attach only after the full amount of the applicable **underlying limits** have been exhausted through payment in legal currency of covered loss under all applicable **underlying insurance** and to which this Coverage A applies.

Coverage A under this Policy will then apply in conformance with the provisions of the applicable **underlying insurance** except for the premium, limits of insurance, deductible, retentions, or any defense obligations and any other terms and conditions specifically set forth in this Policy.

Upon exhaustion of the applicable **underlying limits**, the Insurer shall only pay for **damages** in excess of the applicable **underlying limits**. This Coverage A does not provide coverage for any loss not covered by the applicable **underlying insurance** except and to the extent that such loss is not paid under the applicable **underlying insurance** solely by reason of the exhaustion of the applicable **underlying limits** through payment of loss thereunder.

This Coverage applies:

1. if the applicable **underlying insurance** is on an occurrence basis, then only if that which must take place in the policy period of the **underlying insurance** in order to trigger coverage, takes place during this **policy period**; and
2. if the applicable **underlying insurance** is on a claims made basis, then only if:
  - a. that which must take place in the **underlying insurance** in order to trigger coverage, takes place after the retroactive date and prior to the end of the **policy period**; and
  - b. the **claim** is first made during the **policy period**.

### B. Coverage B - Umbrella Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the **retained amount**:

1. that an **Insured** becomes legally obligated to pay because of **bodily injury, property damage or personal and advertising injury**; or
2. because of liability for **bodily injury or property damage** assumed under an **insured contract**, provided the **bodily injury or property damage** occurs subsequent to the execution of such **insured contract**;

and provided that:

- a. the **bodily injury or property damage** occurs during the **policy period**;
- b. the **bodily injury or property damage** is caused by an **occurrence** that takes place in the **coverage territory**;



- c. the **personal and advertising injury** is caused by an offense arising out of the **Named Insured's** business; and
- d. the offense giving rise to **personal and advertising injury** was first committed during the **policy period** and in the **coverage territory**;

Provided, however, that **Coverage B - Umbrella Liability**:

- i. does not apply to:
  - (a) any part of **damages** to which **underlying insurance** applies; or
  - (b) any part of **damages** to which **underlying insurance** would have applied regardless of:
    - (1) the availability of **underlying insurance**; or
    - (2) the exhaustion of the applicable **underlying limits**;
  - (c) any **defense costs** related to **damages** as described in a. and b. above.
- ii. applies only if prior to the effective date of the **policy period**, no **authorized insured**:
  - (a) knew that such **bodily injury** or **property damage** had occurred, in whole or in part. If any **authorized insured** knew, prior to the **policy period**, that any such **bodily injury** or **property damage** had occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**; or
  - (b) knew that any offense giving rise to **personal and advertising injury** had occurred, in whole or in part.

**Bodily injury** or **property damage** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any **authorized insured**, includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the **policy period**.

An **authorized insured** will be deemed to know:

- 1. that such **bodily injury** or **property damage** occurred, at the earliest time when such **authorized insured**:
  - a. reports the **bodily injury** or **property damage** to the Insurer or any other insurer;
  - b. receives a **claim** arising out of the **bodily injury** or **property damage**; or
  - c. becomes aware by any other means that the **bodily injury** or **property damage** has occurred or has begun to occur;
- 2. that such offense giving rise to **personal and advertising injury** occurred, on the date of the first utterance or dissemination or, if there is no utterance or dissemination, then on the first date of the activity giving rise to a **claim**.

#### C. Coverage C - Crisis Management Expenses

The Insurer will reimburse the **Named Insured** for **crisis management expenses** incurred by the **Named Insured** as a direct result of its response to a **crisis management event** that first occurs during the **policy period**, provided:

- 1 such **crisis management event** is reported to the Insurer as soon as reasonably practicable following the **crisis management event**, or within 72 hours after such **crisis management event** begins if such **crisis management event** is likely to give rise to **bodily injury** or **property damage**;



2. such **crisis management expenses** are incurred within 180 days after the **crisis management event** and reported to the Insurer as soon as reasonably practicable; and,
3. such **crisis management expenses** are approved in advance by the Insurer.

The period of time for which the Insurer will pay **crisis management expenses** will not be limited by the expiration of the **policy period**.

**D. Coverage D – Key Employee**

The Insurer will reimburse the **Named Insured** for **key employee replacement expenses** due to the **Named Insured's** permanent loss of the services of a **key employee** provided that:

1. the **Named Insured** would not have incurred such **key employee replacement expenses** if the **Named Insured** had not lost the services of the **key employee**;
2. such **key employee replacement expenses** are incurred by the **Named Insured** within 180 days of the **covered accident** and reported to the Insurer as soon as reasonably practicable;
3. such loss of service is caused by a **covered accident**;
4. the **covered accident** occurs during the **policy period**; and
5. a replacement for such **key employee** is hired within 180 days after the **covered accident**.

The period of time for which the Insurer will pay **key employee replacement expenses** will not be limited by the expiration of the **policy period**.

**II. DEFENSE COSTS PAYMENT AND RELATED DUTIES**

**A.** The Insurer has the right and duty to defend any **suit**, and the right to assume control of the investigation and settlement of any **claim**, against the **Insured**, as follows:

1. with respect to the **Coverage A - Excess Follow Form Liability**, upon exhaustion through payment in legal currency of the full amount of the applicable **underlying limits** over which **Coverage A** applies.
2. with respect to the **Coverage B - Umbrella Liability**, upon receipt by the Insurer of a **claim** to which **Coverage B** applies.

When the Insurer has the duty to defend any **suit** and the right to investigate any **claim** but is prevented by law from doing so, the **Insured** will undertake such defense and investigation, and the Insurer will reimburse the **Insured** for the **defense costs**.

The Insurer's obligation to defend any **suit**, investigate any **claim**, or reimburse for any **defense costs** does not apply if any other insurer has a duty to defend. Further, any obligation to defend any **suit**, investigate any **claim**, or reimburse for any **defense costs** ceases upon exhaustion of the applicable limits of insurance of this Policy.

**B.** The Insurer may, at the Insurer's sole discretion and at the Insurer's own cost, elect to participate in the investigation, settlement or defense of any **claim** against any of the **Insureds** for matters covered by this Policy even if the applicable **underlying limit** has not been exhausted.

**C.** The Insurer will pay **defense costs** as follows:

1. with respect to the **Coverage A - Excess Follow Form Liability**, **defense costs** are paid within or excess of the limits of insurance as set forth in the applicable **underlying insurance**.
2. with respect to the **Coverage B - Umbrella Liability**, **defense costs** are paid in excess of and do not erode the limits of insurance or the **retained amount**.

**D.** Where the Insurer investigates a **claim** or defends a **suit**, the Insurer will do so even if the allegations of a **claim** are groundless, false, or fraudulent. If Insurer investigates a **claim** or defends a **suit**, Insurer will



do so only until the Insurer:

1. makes payment of; or
2. offers to pay; or
3. deposits in court

that part of a judgment up to but not exceeding the Insurer's applicable limits of insurance.

- E. No **Insured** shall admit liability, consent to any judgment, agree to any settlement or make any settlement offer which is reasonably likely to involve this Policy without the Insurer's prior written consent, such consent not to be unreasonably withheld. The **Insureds** agree that they shall not knowingly take any action that increases the Insurer's exposure for **damages** or **defense costs** under this Policy.

### III. EXCLUSIONS

#### A. Coverage A - Excess Follow Form Liability and Coverage B - Umbrella Liability Exclusions

With respect to both the **Coverage A - Excess Follow Form Liability** and **Coverage B -Umbrella Liability**, this Insurance does not apply to:

##### 1. Access to or Disclosure of Confidential or Personal Information and Data-Related Liability

any actual or alleged **damages** arising out of:

- a. any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- b. the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**.

This exclusion applies even if **damages** are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in paragraph a. or b. above.

However, unless paragraph a. above applies, this exclusion does not apply to **bodily injury** to the extent that such liability is covered by **underlying insurance**.

##### 2. Asbestos

- a. any actual or alleged liability arising out of the actual, alleged or threatened exposure at any time to **asbestos**; or
- b. any actual or alleged loss, cost or expense that may be awarded or incurred:
  - i. by reason of a **claim** for any such injury or damage; or
  - ii. in complying with a governmental direction or request to test for, monitor, clean up, remove, contain or dispose of **asbestos**.

##### 3. Damage to Impaired Property or Property not Physically Injured

any actual or alleged **property damage** to **impaired property** or property that has not been physically injured, arising out of:

- a. a defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
- b. a delay or failure by the **Named Insured** or anyone acting on the **Named Insured's** behalf to perform a contract or agreement in accordance with its terms.



This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product or your work** after it has been put to its intended use.

**4. Damage to Premises Rented or Occupied by the Named Insured**

any actual or alleged **property damage** to premises rented to the **Named Insured** or in the case of damage by fire, while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner.

**5. Distribution or Recording of Material or Information in Violation of Laws**

any actual or alleged liability arising directly or indirectly out of any actual or alleged:

- a. violation of:
  - i. the Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
  - ii. the CAN-SPAM Act of 2003, including any amendment of or addition to such law;
  - iii. the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
  - iv. any statute, ordinance, regulation or law other than the TCPA, CAN-SPAM Act of 2003, or FCRA, including FACTA, and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information; or
- b. conversion or consumption of another's tangible property or electronic assets. For the purpose of this provision, electronic assets include but are not limited to minute allowances, text message allowances, and other electronic consumables.

**6. Employment Related Practices**

any actual or alleged **bodily injury or personal and advertising injury** to:

- a. a person arising out of any actual or alleged:
  - i. refusal to employ that person;
  - ii. termination of that person's employment;
  - iii. employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b. the **spouse**, child, parent, brother or sister of that person as a consequence of such **bodily injury or personal and advertising injury** to that person at whom any of the employment-related practices described in paragraphs a. i., ii., or iii. above is directed.

This exclusion applies:

- a. whether the injury-causing event described in paragraphs a. i., ii., or iii. above occurs before employment, during employment or after employment of that person;
- b. whether the **Insured** may be liable as an employer or in any other capacity; and
- c. to any obligation to share damages with or repay someone else who must pay damages because of the injury.

However, this exclusion does not apply to **bodily injury** a person sustains during a job interview while attempting to demonstrate a physical capability or skill required by the job to the extent that



such liability is covered by **underlying insurance**.

**7. ERISA**

any actual or alleged liability arising out of any actual or alleged obligation of any **Insured** under the Employees Retirement Income Security Act of 1974 or any similar common or statutory law anywhere in the world including any amendments or additions thereto.

**8. Nuclear Energy Liability**

any actual or alleged **bodily injury, property damage or personal and advertising injury**:

- a. with respect to which an **Insured** under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of insurance;
- b. resulting from the **hazardous properties of nuclear material** and with respect to which:
  - i. any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
  - ii. the **Insured** is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or
- c. resulting from **hazardous properties of nuclear material**, if:
  - i. the **nuclear material**:
    - (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an **Insured** or
    - (b) has been discharged or dispersed therefrom;
  - ii. the **nuclear material** is contained in **spent fuel or nuclear waste** at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an **Insured**;  
or
  - iii the **bodily injury, property damage or personal and advertising injury** arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion applies only to **property damage** to such **nuclear facility** and any property thereat.
- d. Under any Medical Payments coverage, to expenses with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

Solely as used in this exclusion:

- (a) **property damage** includes all forms of radioactive contamination of property;
- (b) **hazardous properties** includes but is not limited to radioactive, toxic or explosive properties;
- (c) source material, special nuclear material, and by-product material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (d) **spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.



**9. Recall of Products, Work or Impaired Property**

any actual or alleged loss, cost or expense incurred by the **Named Insured** or any person or entity, for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of **your product, your work or impaired property**, if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**10. Unfair Competition/Antitrust Claims/RICO Claims**

any actual or alleged liability arising out of any:

- a. unfair competition, dilution, deceptive trade practices, or civil actions for consumer fraud;
- b. charges of price fixing, monopolization or restraint of trade; or
- c. any violation of:
  - i. the Federal Trade Commission Act;
  - ii. the Sherman Act, the Clayton Act, or any federal statutory provision regarding anti-trust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade;
  - iii. the Racketeer Influenced and Corrupt Organizations Act;
  - iv. any rules or regulations promulgated under or in connection with the above statutes; or
  - v. any state, federal or local statute or other law which similarly regulates business practices.

**11. Uninsured/Underinsured Motorists**

any actual or alleged liability arising out of any obligations under an uninsured/underinsured motorist law, a personal injury protection law, a reparations benefit law or other similar law.

**12. War**

any actual or alleged liability arising, directly or indirectly out of any:

- a. war, including undeclared or civil war;
- b. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**13. Workers' Compensation and Similar Laws /Nonsubscriber Status**

any actual or alleged liability arising out of any obligation of any **Insured**:

- a. under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- b. by reason of a statement of non-subscription on file with any applicable Worker's Compensation authority of any State indicating the **Named Insured** has chosen not to participate in the Workers Compensation system in accordance with laws of such state.

**B. Coverage A - Excess Follow Form Liability Exclusions**

With respect to **Coverage A - Excess Follow Form Liability**, this Insurance does not apply to:

**1. Coverages Subject to a Sub Limit**

any actual or alleged liability, loss, cost or expense covered under any **underlying insurance** which is



subject to a sub limit.

**2. Crisis Management Expenses**

crisis management expenses except as provided for in **Coverage C** above even if such insurance is afforded under **underlying insurance** or would have been afforded but for the exhaustion of the **underlying limits**.

**3. Pollution**

- a. any actual or alleged **bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
- i. at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **Insured** except that this subparagraph does not apply to:
    - (a) **bodily injury** or **property damage** arising out of heat, smoke or fumes from a **hostile fire**; or
    - (b) **bodily injury** if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
  - ii. at or from any premises, site or location which is or was at any time used by or for any **Insured** or others for the handling, storage, disposal, processing or treatment of waste;
  - iii. which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any **Insured** or any person or organization for whom the **Named Insured** may be legally responsible; or
  - iv. at or from any premises, site or location on which any **Insured** or any contractors or subcontractors working directly or indirectly on any **Insured's** behalf are performing operations:
    - (a) If the **pollutants** are brought on or to the premises, site or location in connection with such operations by such **Insured**, contractor or subcontractor; except that this subparagraph does not apply to **bodily injury** or **property damage** arising out of:
      - (1) the escape of fuels, lubricants, or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for operation of **mobile equipment** or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the **bodily injury** or **property damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such **Insured**, contractor or subcontractor; or
      - (2) heat, smoke or fumes from a **hostile fire**; or
    - (b) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**;
  - v. that are, or that are contained in property that is:
    - (a) being transported or towed by, or handled for movement into, onto or from a covered **auto**;
    - (b) otherwise in the course of transit; or



- (c) being stored, disposed of, treated or processed in or upon the covered **auto** except that this subparagraph does not apply to fuels, lubricants, fluids, exhaust, gases or other similar **Pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **auto** or its parts if the **pollutants** escape or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**;
- vi. before the **pollutants** or property in which the **pollutants** are contained are moved from the place where they are accepted by the **Insured** for movement into or onto the covered **auto**;  
or
- vii. after the **pollutants** or property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by the **Insured**.

Subparagraphs vi. and vii. do not apply if the **pollutants** or property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto** and the discharge, dispersal, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

- b. any actual or alleged **personal and advertising injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.
- c. any actual or alleged loss, cost or expense arising out of any:
  - i. request, demand, order or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
  - ii. claim by or on behalf of a governmental authority for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

However, if liability for **damages** because of **property damage** is not excluded by paragraph a. of this exclusion, then neither will paragraph c. above serve to exclude such **damages**.

### C. Coverage B - Umbrella Liability Exclusions

With respect to the **Coverage B - Umbrella Liability**, this Insurance does not apply to:

#### 1. Aircraft, Auto, Watercraft or Mobile Equipment

any actual or alleged **bodily injury, property damage, personal and advertising injury** arising out of the ownership, maintenance, operation, use, **loading or unloading** or entrustment to others of any:

- a. **aircraft** owned by any **Insured** or rented, loaned or chartered by or on behalf of any **Insured** without crew; or
- b. **autos, watercraft or mobile equipment**

This exclusion applies even if such **claim** against an **Insured** alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**.

This exclusion does not apply to:

- i. watercraft while ashore on premises the **Named Insured** owns or rents;
- ii. watercraft the **Named Insured** does not own that is:
  - (a) less than 55 feet long; and
  - (b) not being used to carry persons or property for a charge; or



- iii. liability assumed under any insured contract for the ownership, maintenance or use of watercraft.

## 2. Contractual Liability

any actual or alleged **bodily injury, property damage or personal and advertising injury** for which an **Insured** is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement other than an **insured contract**. This exclusion does not apply to liability that the **Insured** would have in the absence of such contract or agreement.

## 3. Damage to Property

any actual or alleged **property damage** to:

- a. property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by the **Named Insured**, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b. premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- c. property loaned to the **Named Insured**;
- d. personal property in the care, custody or control of the **Insured**;
- e. that particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on its behalf are performing operations, if the **property damage** arises out of those operations; or
- f. that particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraph b. of this exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by the **Named Insured**.

Paragraphs c., d., e. and f. of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph f. of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

## 4. Damage to Your product

any actual or alleged **property damage** to **your product** arising out of it or any part of it.

## 5. Damage to Your work

any actual or alleged **property damage** to **your work** arising out of it or any part of it and included in the **products-completed operations hazard**. This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on the **Named Insured's** behalf by a subcontractor.

## 6. Employee Injury

any actual or alleged **bodily injury or personal and advertising injury** to:

- a. an **employee** arising out of and in the course of employment by the **Insured** or performing duties related to the conduct of the **Insured's** business; or
- b. the **spouse, child, parent, brother or sister** of that **employee** as a consequence of a. above.



This exclusion applies:

- i. whether an **Insured** may be liable as an employer or in any other capacity; and
- ii. to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the **Insured** under an **insured contract**.

#### 7. Expected or Intended injury

any actual or alleged **bodily injury** or **property damage** arising out of an act or omission:

- a. intended by an **Insured**; or
- b. that would be expected from the standpoint of a reasonable person in the circumstances of the **Insured**;

to cause **bodily injury** or **property damage**, even if the actual **bodily injury** or **property damage** is of a different degree or type than intended or expected.

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

#### 8. Fungi or Other Organic Pathogens

- a. any actual or alleged **bodily injury**, **property damage** or **personal and advertising injury** arising out of any actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or growth or presence of any **fungi** or **other organic pathogens**;
- b. any actual or alleged loss, cost or expense arising out of or relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of **fungi** or **other organic pathogens** by any **Insured** or by anyone else; or
- c. any actual or alleged **property damage** caused by water where there also exists any **property damage** arising out of or relating to, in whole or in part, the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or growth or presence of any **fungi** or **other organic pathogens**.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage, loss, cost or expense.

#### 9. Liquor Liability

any actual or alleged **bodily injury** or **property damage** for which any **Insured** may be held liable by reason of:

- a. causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on the **Insured's** premises, for consumption on the **Insured's** premises;
- b. the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the **claims** against any **Insured** allege negligence or other wrongdoing in:

- i. the supervision, hiring, employment, training or monitoring of others by that **Insured**; or



- ii. providing or failing to provide transportation with respect to any person that may be under the influence of alcohol,

if the occurrence which caused the **bodily injury** or **property damage** involved that which is described in paragraph a., b. or c. above.

#### 10. Nonemployment Related Discrimination

any actual or alleged personal and advertising injury arising out of any actual or alleged nonemployment related discrimination committed intentionally against a person.

#### 11. Personal and Advertising Injury

any actual or alleged **personal and advertising injury**:

##### a. Breach of Contract

arising out of breach of contract, except an implied contract to use another's advertising idea in the **Named Insured's advertisement**.

##### b. Criminal Acts or Conduct

arising out of any actual or alleged criminal act or omission committed by or at the direction of any **Insured**. This exclusion does not apply to the extent liability is imposed upon the **Insured** for acts or omissions of another committed without the knowledge or consent of the **Insured**.

##### c. Electronic Chat Rooms or Bulletin Boards

arising out of an electronic chat room or bulletin board the **Insured** hosts, owns, or over which the **Insured** exercises control.

##### d. Infringement of Copyright, Patent, Trademark or Trade Secret

arising out of infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in the **Named Insured's advertisement**. However, this exclusion does not apply to infringement of copyright, trade dress or slogan in the **Named Insured's advertisement**.

##### e. Insureds in Media and Internet Type Businesses

committed by an **Insured** whose business is:

- i. advertising, broadcasting, publishing or telecasting;
- ii. designing or determining content or web-sites for others; or
- iii. an Internet search, access, content or service provider.

However, this exclusion does not apply to paragraph **A., B. or C.** of **personal and advertising injury** as defined in the section entitled Definitions.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for the **Named Insured** or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

##### f. Knowing Violation of Rights of Another

caused by an actual or alleged offense, act or omission by or at the direction of the **Insured** if the **Insured** knew or should have known that such offense, act or omission would cause such **personal and advertising injury**.



**g. Material Published Prior To Policy Period**

arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the **policy period**.

**h. Material Published with Knowledge of Falsity**

arising out of written publication in any manner of material, if the **Insured** knew or should have known the material was false.

**i. Quality or Performance of Goods – Failure to Conform to Statements**

arising out of any failure of goods, products or services to conform to any statement of quality or performance made in the **Named Insured's advertisement**.

**j. Unauthorized Use of Another's Name or Product**

arising out of unauthorized use of another's name or product in the **Named Insured's** e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**k. Wrong Description of Prices**

arising out of the wrong description of the price of goods, products or services stated in the **Named Insured's advertisement**.

**12. Pollution**

- a.** any actual or alleged **bodily injury, property damage or personal and advertising injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.
- b.** any actual or alleged loss, cost or expense arising out of any:
  - i.** request, demand, order, or statutory or regulatory requirement that anyone test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **pollutants**; or
  - ii.** **claim** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of **pollutants**.

**13. Silica**

- a.** any actual or alleged **bodily injury** arising, in whole or in part, out of the actual, alleged or threatened respiration or ingestion at any time of **silica**; or
- b.** any actual or alleged **property damage** arising in whole or in part out of the actual, alleged or threatened presence of **silica**.
- c.** any actual or alleged **personal and advertising injury** arising, in whole or in part, out of the actual, alleged or threatened:
  - i.** exposure at any time to; or
  - ii.** presence at any time of;  
**silica**.

**14. Terrorism**

any actual or alleged **bodily Injury, property damage or personal and advertising injury** arising out of any act of terrorism.



#### D. Coverage D - Key Employee Exclusions

With respect to **Coverage D – Key Employee**, this insurance does not apply to any actual or alleged:

##### 1. Death or Disability

death or permanent disability of a **key employee** relating to, or arising out of:

- a. nuclear reaction or radiation or radioactive contamination, however caused;
- b. sickness or disease, including mental illness or mental injury;
- c. pregnancy, childbirth, miscarriage or abortion;
- d. suicide, attempted suicide or self inflicted bodily injury, while sane or insane;
- e. the **key employee's** intoxication, impairment or otherwise being under the influence of alcohol or controlled substances;
- f. war, including undeclared or civil war;
- g. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- h. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

##### 2. Other Expenses

- a. expenses the **Named Insured** incurs which the **Named Insured** would not have incurred if the **Named Insured** had used all reasonable means to:
  - i. find a permanent replacement for the **key employee**; and
  - ii. reduce or discontinue the **key employee** replacement expense;as soon as possible after the **Named Insured's** permanent loss of the services of the **key employee** caused by a **covered accident**.
- b. additional expenses incurred due to the **Named Insured's** loss of the services of a permanent replacement appointed or hired to replace a **key employee**, however caused. However, this exclusion does not apply if the replacement employee is included in the definition as a **key employee** and the **Named Insured's** loss of the services of the replacement employee is caused by a **covered accident**.

#### IV. WHO IS AN INSURED

The following persons or organizations are **Insureds**.

- A. With respect to **Coverage A - Excess Follow Form Liability**, the **Named Insured** and any persons or organizations included as an **insured under the provisions of underlying insurance are Insureds**, and then only for the same coverage, except for limits of insurance, afforded under such **underlying insurance**.
- B. With respect to the **Coverage B - Umbrella Liability**:
  1. If the **Named Insured** is designated in the Declarations of this Policy as:
    - a. an individual, the **Named Insured** and the **Named Insured's spouse** are **Insureds**, but only with respect to the conduct of a business of which the **Named Insured** is the sole owner.
    - b. a partnership or joint venture, the **Named Insured** is an **Insured**. The **Named Insured's** members, the **Named Insured's** partners, and their **spouses** are also **Insureds**, but only with respect to the conduct of the **Named Insured's** business.



- c. a limited liability company, the **Named Insured** is an **Insured**. The **Named Insured's** members are also **Insureds**, but only with respect to the conduct of the **Named Insured's** business. The **Named Insured's** managers are **Insureds**, but only with respect to their duties as the **Named Insured's** managers.
  - d. an organization other than a partnership, joint venture or limited liability company, the **Named Insured** is an **Insured**. The **Named Insured's** executive officers and directors are **Insureds**, but only with respect to their duties as the **Named Insured's** officers or directors. The **Named Insured's** stockholders are also **Insureds**, but only with respect to their liability as stockholders.
  - e. a trust, the **Named Insured** is an **Insured**. The **Named Insured's** trustees are also **Insureds**, but only with respect to their duties as trustees.
2. Each of the following are also **Insureds**:
- a. The **Named Insured's** volunteer workers but only while performing duties related to the conduct of the **Named Insured's** business.
  - b. The **Named Insured's** employees, other than either the **Named Insured's** executive officers (if the **Named Insured** is an organization other than a partnership, joint venture or limited liability company) or the **Named Insured's** managers (if the **Named Insured** is a limited liability company), but only for acts within the scope of their employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business.

However, none of these employees or volunteer workers are **Insureds** for:

- i. **bodily injury or personal and advertising injury**:
  - (a) to the **Named Insured**, to the **Named Insured's** partners or members (if the **Named Insured** is a partnership or joint venture), to the **Named Insured's** members (if the **Named Insured** is a limited liability company), to a co-employee while in the course of his or her employment or performing duties related to the conduct of the **Named Insured's** business, or to the **Named Insured's** other volunteer workers while performing duties related to the conduct of the **Named Insured's** business;
  - (b) to the spouse, child, parent, brother or sister of that co-employee or volunteer worker as a consequence of paragraph (i)(a) above;
  - (c) for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph i. (a) or (b) above; or
  - (d) arising out of his or her providing or failing to provide professional health care services.
- ii. **property damage to property**:
  - (a) owned, occupied or used by;
  - (b) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;the **Named Insured**, any of the **Named Insured's** employees, volunteer workers, any partner or member (if the **Named Insured** is a partnership or joint venture), or any member (if the **Named Insured** is a limited liability company).

C. With respect to the Coverage C - Crisis Event Management and the Coverage D - Key Employee, the **Named Insured** is the **Insured**.

## V. LIMITS OF INSURANCE

### A. Multiple Insureds, claims, claimants

The limits of insurance shown in the Declarations of this Policy and the rules below fix the most the

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Insurer will pay regardless of the number of:

1. **Insureds;**
2. **claims** made or brought against the **Insured;**
3. persons or organizations making **claims** or bringing **claims;** and
4. coverages under this Policy.

**B. Aggregate Limit**

Subject to the paragraphs **D.** and **E.** below, the limit of insurance shown in the Declarations of this Policy as the Aggregate limit is the most that the Insurer will pay as **damages** under this Policy, regardless of which coverage applies, except for:

1. **damages** covered by any auto liability policy listed in the Schedule of **Underlying Insurance** where the limits of insurance of such auto liability policy are not aggregated; and
2. **damages** covered under the **products-completed operations hazard**.

The limits of insurance shown in the Declarations of this Policy apply to the entire **policy period**, regardless of length.

In addition, with respect to **Coverage A – Excess Follow Form Liability** only, the Aggregate limit shown in the Declarations of this Policy shall be applied in the same manner as the applicable Aggregate limits in the Schedule of **underlying insurance**.

**C. Aggregate Products-Completed Operations Hazard**

Subject to paragraph **D.** and **E.** below, the limit of insurance shown in the Declarations of this Policy as the Aggregate Products-Completed Operations Hazard limit is the most that the Insurer will pay as **damages** arising out of the **products-completed operations hazard**, regardless of whether such **damages** are or otherwise would be covered in any way under more than one coverage.

**D. Policy Aggregate Limit**

This provision **D.** only applies if an amount is shown in the Declarations as the Policy Aggregate Limit.

Subject to the Each **Incident** limit, Aggregate limit and Aggregate **products-completed operations hazard** limit, the Policy Aggregate limit is the most the Insurer will pay as **damages** under this Policy, regardless of which coverage applies, except for **damages** covered by any auto liability policy listed in the Schedule of **Underlying Insurance** where the limits of insurance of such auto liability policy are not aggregated.

**E. Each Incident**

Subject to paragraphs **B.**, **C.** and **D.** above, the limit of insurance shown in the Declarations of this Policy as the Each **Incident** limit is the most the Insurer will pay for the sum of all **damages** arising out of any one **incident** under this Policy, regardless of which coverage applies.

**F. Crisis Management**

Solely with respect to **Coverage C – Crisis Management Expenses**, the most the Insurer will pay is the limit of insurance shown on the Declarations of this Policy as the **Crisis Management Expenses** Aggregate limit, regardless of the number **crisis management events** for which **crisis management expenses** are incurred. **Crisis management expenses** are not subject to the **retained amount**.

The **Crisis Management Expenses** Aggregate limit of insurance is in addition to and will not erode any other limits of this Policy. The **Crisis Management Expenses** Aggregate limit of insurance shall be excess of any other limits of insurance available to the **Insured** for the same expenses.

**G. Key Employee Replacement Expenses**



Solely with respect to **Coverage D – Key Employee**, the most the Insurer will pay for **key employee replacement expenses** is the **Key Employee Aggregate** limit shown on the Declarations of this Policy, regardless of the number **key employees** for which **key employee replacement expenses** are incurred. **Key employee replacement expenses** are not subject to the **retained amount**.

The **Key Employee Replacement Expenses Aggregate** limit of insurance is in addition to and will not erode any other limits of this Policy. The **Key Employee Replacement Expenses Aggregate** limit of insurance shall be excess of any other limits of insurance available to the **Insured** for the same expenses.

#### H. Defense Costs

**Defense costs** are either paid within or are in excess of the limits of insurance as set forth in paragraph C. of the section entitled **Defense Costs Payment and Related Duties**.

#### I. Exhaustion or Reduction of Applicable Underlying Limit

Solely with respect to **Coverage A - Excess Follow Form Liability**, if the applicable **underlying limits** are:

1. reduced solely by the payment of covered loss as set forth in **Coverage A** including related costs and expenses (if such related costs and expense reduce such limits) **Coverage A** will apply in excess of the remaining amount of such applicable **underlying limit**; or
2. exhausted, solely by the payment of covered loss as set forth in **Coverage A** including related costs and expenses (if such related costs and expense reduce such limits) then **Coverage A** will apply, subject to this Policy's limit of insurance provision and to the remaining terms and provisions and conditions of this Policy in place of such exhausted applicable **underlying limit**.

If any loss covered under any **underlying insurance** is subject to a **sub-limit** (whether or not such **sub-limit** erodes the limits generally available to all claims), then the **underlying limits** shall not be deemed depleted by payment of any such **sub-limits**.

Nothing herein shall serve to increase the limits of insurance shown in the Declarations of this Policy.

## VI. CONDITIONS

### A. Appeals

If the **Named Insured** or its **underlying insurers** elect not to appeal a judgment in excess of the limits of insurance afforded by the **underlying insurance** the Insurer may elect to appeal at the Insurer's expense. The Insurer's limits of insurance shall not be increased because of such appeal. However, the Insurer will pay the following costs and expenses:

1. all premium bonds to release attachments for an amount not in excess of the applicable limit of insurance of this policy;
2. all premiums on appeal bonds required in such defended **claims**, but without obligation to apply for or furnish such bonds;
3. court fees; and
4. costs and expenses taxed against the **Named Insured** by the appellate court and interest accruing after entry of a judgment against the **Named Insured** and before the Insurer has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance of this Policy. Where the **underlying insurers** terminate their liability to pay interest on the judgment by an offer to pay their limits, the **Named Insured** shall demand that such limits be paid. If the appeal is successful, such amounts not obligated to be paid shall be returned to such **underlying insurer**.

### B. Cancellation and Nonrenewal



The Cancellation/Nonrenewal provisions are as set forth in the Cancellation/Nonrenewal Endorsement attached to this Policy.

**C. Changes to the Policy**

Notice to any of the Insurer's agents or knowledge possessed by any such agent or any other person shall not act as a waiver or change in any part of this Policy, nor will such notice prevent the Insurer from asserting any rights under the provisions of this Policy. None of the provisions of this Policy will be waived, changed or modified except by written endorsement issued by the Insurer to form a part of this Policy.

**D. Concealment, Misrepresentation and Fraud**

No concealment, misrepresentation or fraud shall avoid or defeat recovery under this Policy unless such concealment, misrepresentation or fraud was material. Concealment, misrepresentation or fraud in the procurement of this Policy which if known by the Insurer would have led to refusal by the Insurer to make this contract or provide coverage, or to make this contract or provide coverage on different terms or conditions, will be deemed material.

**E. Duties of the First Named Insured on the Declarations of this Policy**

The **First Named Insured**, on behalf of all others, will be:

1. authorized to make changes in the terms of this Policy with the consent of the Insurer;
2. the payee of any premiums the Insurer refunds;
3. responsible for:
  - a. remitting the payment of all premiums due, but all **Named Insureds** jointly and severally agree to make such payments in full if the **First Named Insured** fails to pay the amount due within 10 days after the Insurer give written notice or demand;
  - b. keeping records of the information the Insurer requires for premium computation, and sending copies of such records at such times as requested by the Insurer;
  - c. notifying the Insurer that the **First Named Insured** on behalf of all others wants to cancel this Policy; and
  - d. providing any notice required under this Policy.

**F. Economic and Trade Sanctions**

This Policy does not provide coverage for an **Insured**, transaction or that part of loss that is uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.

**G. Entire Contract**

By acceptance of this Policy, the **Insureds** agree that this Policy, including all endorsements to this Policy, constitute the entire contract existing between the parties relating to this insurance.

**H. Estates, Legal Representatives and Spouses**

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this Policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or spouse outside the scope of such person's capacity or status as such provided however that this sentence does not apply to the spouse of:

1. a sole proprietorship **Named Insured**; or



2. members or partners of joint venture or partnership **Named Insureds**.

#### Examination of the Named Insured's Books and Records

The Insurer may examine and audit the **Named Insured's** books and records as they relate to this Policy at any time during the **policy period** and up to 3 years afterward.

#### J. Financial Impairment

Bankruptcy, rehabilitation, receivership, liquidation or other financial impairment of the **Named Insured** or an **underlying insurer** shall neither relieve nor increase any of the Insurer's obligations under this Policy.

In the event there is diminished recovery or no recovery available to the **Named Insured** as a result of financial impairment of an **underlying insurer**, the coverage under this Policy shall apply only in excess of the **underlying limits**. Under no circumstances shall the Insurer be required to drop down and replace the **underlying limits**, or assume the obligations of the **Named Insured** or the financially impaired insurer.

#### K. Headings

The description in the headings and subheadings of this Policy is solely for convenience, and forms no part of the terms and conditions of coverage.

#### L. Inspections and Surveys

The Insurer has the right but is not obligated to:

1. make inspections and surveys at any time;
2. give the **Named Insured** reports on the conditions it finds;
3. recommend changes; or
4. conduct loss control and prevention activity.

Any inspections, surveys, reports, or recommendations relate only to insurability and the premiums to be charged.

The Insurer does not:

1. make safety inspections;
2. undertake to perform the duty of any organization to provide for the health or safety of workers or the public; nor
3. warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

This provision applies not only to the Insurer, but also to any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, recommendations, reports, or gives loss control or prevention advice, on its behalf.

#### M. Legal Action Limitation

No person or organization has a right under this Policy:

1. to join the Insurer as a party or otherwise bring the Insurer into a **suit** asking for **damages** from an **Insured**; or
2. to sue Insurer on this Policy unless all of its terms have been fully complied with.

A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgment against an **Insured**; but the Insurer will not be liable for **damages** that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An "agreed settlement" means a settlement and release of liability signed by the Insurer, the **Insured** and the claimant or the claimant's legal representative.



**N. Maintenance of Underlying Insurance**

Solely with respect to **Coverage A - Excess Follow Form Liability**, while this Policy is in force the **First Named Insured** agrees that the **underlying insurance** and renewals and replacements thereof shall be maintained, without alterations of terms or conditions, in full effect during the term of this Policy; except for reduction or exhaustion of the limits of insurance in the **underlying insurance**, provided that such reduction or exhaustion is solely the result of **incidents** covered under this Policy.

If the **First Named Insured** fails to maintain **underlying insurance**, this condition shall not invalidate this Policy. However, in the event of such failure, the Insurer will only be liable to the same extent as if such **underlying insurance** was in full force and effect without alteration of its terms and conditions.

**O. Notice of Claims/Crisis Management Event/Covered Accident**

1. Solely with respect to **Coverage A - Excess Follow Form Liability**, if any **underlying insurance** is a policy issued by the Insurer or any of its affiliates, then notice of any **claim** under such **underlying insurance** is notice to the Insurer under this Policy.
2. It is a condition precedent to coverage under this Policy that:
  - a. subject to paragraph b. below, the **Insured** notify the Insurer as soon as practicable of an **incident** which an **Insured** believes may result in a **claim**. To the extent possible, notice should include:
    - i. how, when and where the **incident** took place;
    - ii. the names and addresses of any injured persons and witnesses; and
    - iii. the nature and location of any injury or damage arising out of the **incident**.
  - b. the **Insured** notify the Insurer as soon as practicable of an **incident** if it involves:
    - i. a demand against the **Insured** which exceeds 50% of any remaining applicable **underlying limit**;
    - ii. any **underlying insurance** reserve or monetary exposure exceeding \$500,000; or
    - iii. any of the following:
      - (a) brain damage, including but not limited to any neurological impairment of infants or adults and coma;
      - (b) spinal cord injury, including but not limited to paraplegia or quadriplegia;
      - (c) loss of any organ;
      - (d) severe disfigurement, including but not limited to burns and amputations; or
      - (e) death.
  - c. if a **claim** is made against any **Insured**, the **Named Insured**:
    - i. will immediately record the specifics of the **claim** and the date received and notify the Insurer of such **claim**;
    - ii. will immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the **claim**;
    - iii. will authorize the Insurer to obtain records and other information;
    - iv. will cooperate with the Insurer in the investigation or settlement of the **claim** or defense against the **suit**;will assist the Insurer, upon its request, in the enforcement of any right against any person



or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

### 3. Cooperation

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B - Umbrella Liability**, the **Named Insured** will cooperate with the Insurer in addressing all claims required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident**, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

### P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

### Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any **damages or defense costs** by any valid and collectible **other insurance** for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a claim, incident or such event covered by such **other insurance**.

With respect to **Coverage A - Excess Follow Form Liability** only, if:

- a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. **Underlying Insurance** includes that person or entity as an additional insured; and
- c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

### R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current **policy period**. Premium charges may be paid to the Insurer or its authorized representative.

### S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a **Named Insured**, or chartered by or for a **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

### T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

1. as if each **Named Insured** were the only **Named Insured**; and
2. separately to each **Insured** against whom a claim is made.

### U. Transfer of Interest



Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

**V. Unintentional Omission**

Based on Insurer's reliance on the **Named Insured's** representations as to existing hazards, if the **Named Insured** should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

**W. Waiver of Rights of Recovery**

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the **Named Insured** has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. is in effect or becomes effective during the **policy period**; and
2. was executed prior to loss.

**VII. DEFINITIONS**

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

**Advertisement** means a notice that is broadcast or published to the general public or specific market segments about the **Named Insured's** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- A. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- B. regarding web-sites, only that part of a web-site that is about the **Named Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

**Aircraft** means any machine or device that is capable of atmospheric flight.

**Arbitration proceeding** means a formal alternative dispute resolution proceeding or administrative hearing to which an **Insured** is required to submit by statute or court rule or to which an **Insured** has submitted with the Insurer's consent.

**Asbestos** means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

**Authorized Insured** means any **executive officer**, member of the **Named Insured's** risk management or in-house general counsel's office, or any **employee** authorized by the **Named Insured** to give or receive notice of a **claim**.

**Auto** means:

- A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

**Bodily injury** means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the bodily injury, sickness or disease.

**Claim** means a:

- A. **suit**; or



- B. written or oral demand for **damages** alleging injury to which this insurance applies.

**Coverage territory means:**

- A. the United States of America (including its territories and possessions), Puerto Rico and Canada;
- B. international waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in paragraph A. above; or
- C. all other parts of the world if the injury or damage arises out of:
1. goods or products made or sold by the **Named Insured** in the territory described in paragraph A. above;
  2. the activities of a natural person whose home is in the territory described in paragraph A. above, but is away for a short time on the **Named Insured's** business; or
  3. an offense that take place through the Internet or similar electronic means of communication, provided that the **Insured's** responsibility to pay **damages** is determined in a **suit** on the merits, in the territory described in paragraph A. above or in a settlement the Insurer agrees to.

**Covered accident** means a sudden and unexpected event, which solely and independently of any other cause results in the **key employee's** death or **permanent disability** within one year after the date of the sudden event.

**Crisis management event** means an event that an **executive officer** reasonably believes has resulted or may result in significant adverse regional or national media coverage and a claim for:

- A. **bodily injury, property damage** or any of the following **personal and advertising injury** offenses:
1. false arrest, detention or imprisonment;
  2. malicious prosecution or abuse of process; or
  3. wrongful eviction from, wrongful entry into, or the invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor; and
- B. **damages** to which this insurance applies, that are in excess of any applicable:
1. **underlying limits**; or
  2. **retained amount**.

**Crisis management expenses** means **crisis management public relations expenses** and **crisis management other expenses** provided however **crisis management expenses** do not include any of the following:

- A. salary, wages, or benefits of the **Named Insured** or the **Named Insured's employees**;
- B. loss of business income;
- C. costs to acquire, repair or replace real or personal property; or
- D. expense to hire a public adjuster or appraiser or any other claim adjustment expenses incurred by a **Named Insured**.

**Crisis management public relations expenses** means reasonable and necessary expenses incurred in connection with a **crisis management event** by the **Named Insured**:

- A. to hire a **crisis management firm**;
- B. to set up call centers or similar inquiry management system to manage inquiries from, or to directly contact, individuals or entities that may be directly impacted by such **crisis management event**;
- to create and deliver notification letters to contact individuals or entities that may be directly impacted



by the crisis management event; or

- D. other related miscellaneous expenses.

**Crisis management other expenses** means reasonable and necessary expenses incurred in connection with a crisis management event by the **Named Insured**:

- A. to pay medical expenses, funeral expenses, psychological counseling expenses, travel expenses, and temporary living expenses of a third party who incurs **bodily injury**, or a family member of such third party, by reason of such **crisis management event**;
- B. for travel expenses incurred by or on behalf of **Insureds** and at the direction of the **crisis management firm**;
- C. to secure the scene of a **crisis management event**; and
- D. other related miscellaneous expenses.

**Crisis management firm** means a public relations firm, law firm or crisis management firm approved by the Insurer to provide media management services and to respond to actual or anticipated adverse publicity arising out of a **crisis management event** or **covered accident**.

**Damages** means the amount an **Insured** is legally obligated to pay, either through:

- A. final adjudication of a **claim**; or
- B. through compromise or settlement of a **claim** with the Insurer's written consent or direction, because of covered **incidents**. In addition, **damages** includes the above-mentioned sums only after deducting all other recoveries and salvages.

However, **damages** does not include:

1. civil or criminal fines, sanctions, penalties or forfeitures, whether pursuant to law, statute, regulation or court rule;
2. injunctive or declaratory relief;
3. any amount that is not insurable under any applicable law; or
4. plaintiff's attorney fees associated with any of the above.

Notwithstanding paragraph 3. above, **damages** shall include (subject always to this Policy's other terms, conditions and limitations) punitive and exemplary damages the enforceability of which shall be governed by such applicable law that most favors coverage for **damages**.

**Defense costs** mean:

- A. reasonable and necessary fees, costs, and expenses incurred by the Insurer or consented to by the Insurer and incurred by the **Named Insured** in the defense or appeal of a covered **suit** or in the investigation of any covered **claim**, and includes premium for appeal bonds arising out of a covered judgment, attachment bonds or similar bonds, but only for bond amounts up to the applicable limit of insurance. In addition, the Insurer will pay up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which **bodily injury** coverage applies. The Insurer has no obligation to provide such bonds.
- B. prejudgment interest awarded against an **Insured** on that part of a judgment covered by this policy. If the Insurer makes an offer to pay the applicable limit of insurance, the Insurer will not pay any prejudgment interest based on that period of time after the offer.  
post judgment interest which accrues after entry of judgment, but before the Insurer has paid or offered to pay, or deposited in court that part of the judgment which is within the limit of insurance of this
- C. Policy. The amount of interest the Insurer pays will be in direct proportion to the amount of **damages**



the Insurer pays in relation to the total amount of the judgment.

- D. all reasonable expenses incurred by a natural person **Insured** at the Insurer's request to assist the Insurer in the investigation or defense of the claim. This includes such **Insured's** actual loss of earnings up to \$750 per day, because of time off from work.
- E. all court costs taxed against the **Insured** in the suit. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the **Insured**.

**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.

**Employee** includes leased workers or employees loaned to the **Insured**. **Temporary workers** are not **employees**.

**Executive Officer** means any natural person holding any of the following positions created by the **Named Insured's** charter, constitution, bylaws or any other similar governing document:

- A. director, officer, trustee or governor of a corporation;
- B. management committee member of a joint venture;
- C. partner of a partnership;
- D. manager of a limited liability company; and
- E. trustee of a trust.

An **executive officer** is not an **employee**.

**First Named Insured** means the person or organization first listed as a **Named Insured** in the Declarations of this Policy.

**Fungi** means any form of fungus, including but not limited to, yeast, mold, mildew, rust, smut or mushroom, and including any spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of fungi. However, **fungi** does not include any fungi intended by the **Insured** for human consumption.

**Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.

**Impaired property** means tangible property, other than **your product** or **your work** that cannot be used or is less useful because:

- A. it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- B. the **Named Insured** has failed to fulfill the terms of a contract or agreement,

if such property can be restored to use by the repair, replacement, adjustment or removal of **your product** or **your work**; or the **Named Insured's** fulfilling the terms of the contract or agreement.

**Incident** means:

- A. with respect to **Coverage A - Excess Follow Form Liability**, a covered event as defined in applicable underlying insurance;
- B. solely with respect to **Coverage B - Umbrella Liability**:
  - 1. with respect to **bodily injury and property damage**, incident means an **occurrence**; or
  - 2. with respect to **personal and advertising injury**, incident means an offense that gives rise to such **personal and advertising injury**.



**Insured** means any person or organization set forth in the section entitled **WHO IS AN INSURED**.

**Insured contract** means:

- A. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with permission of the owner is not an **insured contract**;
- B. a sidetrack agreement;
- C. an easement or license agreement; except in connection with construction or demolition operations on or within 50 feet of a railroad;
- D. an obligation, as required by ordinance, to indemnify a municipality except in connection with work for a municipality;
- E. an elevator maintenance agreement; or
- F. the part of any other contract or agreement pertaining to its business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization, provided the **bodily injury** or **property damage** is caused, in whole or in part, by the **Named Insured** or by those acting on its behalf. However, such part of a contract or agreement shall only be considered an **insured contract** to the extent the **Named Insured's** assumption of the tort liability is permitted by law. "Tort liability" means liability that would be imposed by law in the absence of contracts or agreements. This paragraph F. does not include that part of a contract or agreement:
  - 1. that indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
  - 2. that indemnifies an architect, engineer or surveyor for **bodily injury** or **property damage** arising out of:
    - a preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - b giving directions or instructions, or failing to give them, if that is the primary cause of the **bodily injury** or **property damage**;
  - 3 under which an **Insured**, if an architect, engineer or surveyor, assumes liability for **bodily injury** or **property damage** arising out of such **Insured's** rendering or failure to render professional services, including those listed in paragraph 2. above and supervisory, inspection, architectural or engineering activities; or
  - 4. that indemnifies a person or organization for damage by fire to premises rented to or loaned to an **Insured**.

**Key employee** means any of the following officer and employment positions:

- A. Chief Executive Officer;
- B. Chief Operating Officer;
- C. Chief Financial Officer;
- D. Corporate Secretary;
- E. Treasurer;
- F. Executive Vice President; and



G. Risk Manager

**Key employee** also means anyone added as such by endorsement to the Policy.

**Key employee replacement expenses** means the actual and necessary expenses incurred by the **Named Insured**:

- A. to continue the performance of the **key employee's** normal job responsibilities, with comparable quality, while a permanent replacement for the **key employee** is being sought, appointed or hired, and trained.
- B. to find a qualified permanent replacement to fill the **key employee's** position:
  1. costs of advertising the employment position opening;
  2. travel, lodging, meal and entertainment expenses incurred in interviewing job applicants for the employment position opening; and
  3. miscellaneous extra expenses incurred in finding, interviewing and negotiating with the job applicants, including, but not limited to, overtime pay, costs to verify the background and references of the job applicants and legal expenses incurred to draw up employment contracts.
- C. to minimize the amount of **key employee replacement expenses**, but only to the extent the amount of **key employee replacement expenses** otherwise payable under paragraphs 1. and 2. above are reduced.
- D. to relocate the replacement employee to an area within a reasonable commute from their place of employment.
- E. to pay the following reasonable and necessary expenses incurred in connection with the death or permanent disability of any **key employee**:
  1. to hire a **crisis management firm**.
  2. to create and deliver notification letters to contact individuals or entities that may be directly impacted by the **key employee covered accident**; or
  3. other related miscellaneous expenses
- F. **Key employee replacement expenses** also include first year amounts of the replacement employee's:
  1. annual base starting salary;
  2. employee perquisite costs; and
  3. employee benefit costs;

in excess of the amounts which would have been incurred for the **key employee** if the **Named Insured** had not lost the services of the **key employee**. However, the Insurer will not pay more for these expenses than 10% of the amounts which would have been incurred for the **key employee**.

**Key employee replacement expenses** do not include the following:

- a. any expenses which would have been incurred by the **Named Insured** for the **key employee** if the **Named Insured** had not lost the services of the **key employee**;
- b. any **key employee replacement expenses** that are paid for by any **other insurance**;
- c. except as provided in paragraph F. above, salary, wages, or benefits of the **Named Insured**, the **Named Insured's employees**, the **Named Insured's temporary workers** or **volunteer workers**;
- d. costs to acquire, repair or replace real or personal property;
- e. the **Named Insured's** loss of business income;
- f. expenses incurred by or on behalf of the **Named Insured** to hire a public adjuster or appraiser or any other claim adjustment expenses incurred by the **Named Insured**; and



- g. expenses incurred by or on behalf of the **Named Insured** due to **bodily injury, property damage, or personal and advertising injury.**

**Leased worker** means a person leased to the **Named Insured** by a labor leasing firm under an agreement between the **Named Insured** and such labor leasing firm, to perform duties related to the conduct of the **Named Insured's** business. **Leased worker** does not include a **temporary worker**.

**Loading or unloading** means the handling of property:

- A. after it is moved from the place where it is accepted for movement into or onto an **aircraft, watercraft or auto**;
- B. while it is in or on an **aircraft, watercraft or auto**; or
- C. while it is being moved from an **aircraft, watercraft or auto** to the place where it is finally delivered.

However, **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the **aircraft, watercraft or auto**.

**Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

- A. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- B. vehicles maintained for use solely on or next to premises the **Named Insured** owns or rents;
- C. vehicles that travel on crawler treads;
- D. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - 1. power cranes, shovels, loaders, diggers or drills; or
  - 2. road construction or resurfacing equipment such as graders, scrapers or rollers;
- E. vehicles not described in A., B., C. or D. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - 1. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - 2. cherry pickers and similar devices used to raise or lower workers; and
- F. vehicles not described in A., B., C. or D. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:
  - 1. equipment designed primarily for:
    - a. snow removal;
    - b. road maintenance, but not construction or resurfacing; or
    - c. street cleaning;
  - 2. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - 3. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, **mobile equipment** does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are



considered autos.

**Named Insured** means the persons or organizations named as such in the Declarations of this Policy.

**Nuclear facility** means:

- A. any nuclear reactor;
- B. any equipment or device designed or used for:
  - 1. separating the isotopes of uranium or plutonium;
  - 2. processing or utilizing **spent fuel**; or
  - 3. handling, processing or packaging **nuclear waste**;
- C. any equipment or device used for the processing, fabricating or alloying of special **nuclear material** if at any time the total amount of such material in the custody of any **Insured** at the premises where such equipment is located consists of or contains more than:
  - 1. 25 grams of plutonium or uranium 233 or any combination thereof; or
  - 2. 250 grams of uranium 235; and
- D. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **nuclear waste**;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

**Nuclear material** means source material, special nuclear material, or by-product material as these terms are defined in the Atomic Energy Act of 1954 or in any law amendatory thereof.

**Nuclear reactor** means an apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

**Nuclear Waste** means waste material:

- A. containing by-product material other than the tailings or waste produced by the extraction or concentration of uranium or thorium from ore processed primarily for its source material (as defined in the Atomic Energy Act of 1954 or in any law amendatory thereof) content; and
- B. resulting from the operation by any person or organization, of a **nuclear facility** included within paragraphs A. and B. of the definition of **nuclear facility**.

**Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**Other insurance** means any:

- A. valid and collectible policy of insurance;
- B. self insurance; or
- C. indemnity agreement by which an **Insured** arranges for funding or transferring its liabilities

that provides coverage that this Policy also provides. **Other insurance** does not include **underlying insurance** or any policy that was bought specifically to apply in excess of the limits of insurance shown in the Declarations of this Policy.

**Other organic pathogens** means any organic irritant or contaminant other than **fungi**, including but not limited to bacteria, microbes and viruses (whether or not a microorganism), that cause infection and disease.

**Other organic pathogens** includes any spores, mycotoxins, odors, variants, mutations, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of such



pathogens, and any colony or group of the foregoing.

However, **other organic pathogens** does not mean pathogens that were transmitted directly from person to person.

**Permanent disability** means permanent physical inability, or mental inability due to a permanent physical inability, of the **key employee** to perform the normal duties of the applicable position for which the individual qualifies as a **key employee**.

**Personal and advertising injury** means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:

- A. false arrest, detention or imprisonment;
- B. malicious prosecution or abuse of process;
- C. wrongful eviction from, wrongful entry into, or the invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;
- D. oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- E. oral or written publication, in any manner, of material that violates a person's right of privacy;
- F. the use of another's advertising idea in the **Named Insured's advertisement**; or
- G. infringing upon another's copyright, trade dress or slogan in the **Named Insured's advertisement**.

**Policy period** means the time from 12.01 A.M. on the effective date of this Policy as set forth in the Declarations of this Policy to the earlier of 12.01 A.M. of the expiration, termination or cancellation date of this Policy.

**Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes medical waste and materials to be recycled, reconditioned or reclaimed.

**Products-completed operations hazard** means **bodily injury** or **property damage** occurring away from premises the **Named Insured** owns or rents and arising out of **your product** or **your work** except:

- A. products that are still in the **Named Insured's** physical possession; or
- B. work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
  1. when all of the work called for in the **Named Insured's** contract has been completed;
  2. when all of the work to be done at the job site has been completed if the **Named Insured's** contract calls for work at more than one job site; or
  3. when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

However, **products-completed operations hazard** does not include **bodily injury** or **property damage** arising out of:

- A. the transportation of property, unless **bodily injury** or **property damage** arises out of a condition in or on a vehicle not owned or operated by the **Named Insured**, and that condition was created by the **loading** or **unloading** of that vehicle by any **Insured**;
- B. the existence of tools, uninstalled equipment or abandoned or unused materials; or



- C. products or operations for which the **underlying insurer** states that products-completed operations are subject to the General Aggregate Limit.

**Property damage** means:

- A. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- B. loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **incident** that caused it.

However, **electronic data** is not tangible property.

**Retained amount** means the self insured retention as set forth on the Declarations of this Policy or the amount payable by **other insurance**, whichever is greater.

**Silica** means the chemical compound silicon dioxide (SiO<sub>2</sub>) in any form, including dust which contains silicon dioxide.

**Spouse** means any husband, wife or partner in a marriage or civil union or any person qualifying as a domestic partner under any federal, state or local laws or under the **Named Insured's** employee benefit plans or employee benefits program.

**Sub limit** means a limit that is lower than the **underlying limits**.

**Suit** means a civil proceeding in which **damages** because of injury or damage to which this insurance applies are alleged, including:

- A. an **arbitration proceeding** alleging such **damages**; or
- B. any other alternative dispute resolution proceeding in which such **damages** are claimed and to which the **Insured** submits with the Insurer's consent.

**Temporary worker** means a worker who is furnished to the **Named Insured** to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

**Underlying insurance** means policies of insurance listed in the Schedule of **Underlying Insurance** including renewal or replacement of such insurance which is neither more restrictive nor more broad than that listed in the aforementioned Schedule of **Underlying Insurance**.

**Underlying insurer** means the insurer providing the **underlying insurance**. It does not include any insurer whose policies were purchased specifically to be in excess of this policy.

**Underlying limits** means the limits of insurance as set forth in the Schedule of **Underlying Insurance**.

**Volunteer worker** means a person who is not an **employee** and who donates his or her work and acts at the direction of or within the scope of duties determined by the **Named Insured** and is not paid a fee, salary or other compensation by the **Named Insured** or anyone else for their work performed for the **Insured**.

**Your product** means:

- A. means:
  - 1. any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - a. the **Named Insured**;
    - b. others trading under the **Named Insured's** name; or
    - c. a person or organization whose business or assets the **Named Insured** has acquired; and
  - 2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.



B. includes:

1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
  2. The providing of or failure to provide warnings or instructions.
- C. does not include vending machines or other property rented to or located for the use of others but not sold.

Your work:

A. means:

1. work or operations performed by the **Named Insured** or on its behalf; and
2. materials, parts or equipment furnished in connection with such work or operations.

B. Includes:

1. warranties or representations made with respect to the fitness, quality, durability, performance or use of **your work**, and
2. the providing of or failure to provide warnings or instructions.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by the Insurer's Chairman and Secretary, but this Policy shall not be binding upon the Insurer unless completed by the attachment of the Declarations of this Policy and signed by the Insurer's duly authorized representative if required.

Chairman of the Board

Secretary

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Description of Waiver: Any person or organization for whom the Named Insured has agreed by written contract executed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/01/2025  
Insured: DIVERZIFY, ET AL

Policy No. A0261492001

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

**WC 00 03 13**

(Ed. 4-84)

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CNA PARAMOUNT

Changes - Notice of Cancellation or Material Restriction Endorsement

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EMPLOYEE BENEFITS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- STOP GAP LIABILITY COVERAGE PART
- TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	PER SCHEDULE ON FILE
Address:	PER SCHEDULE ON FILE  PER SCHEDULE ON FILE  XX 00000

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the **policy period**, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

50020002370841832236437





**NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS**

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date:

Endorsement No: 84; Page: 1 of 1

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7094183190

Policy Effective Date: 10/01/2025

Policy Page: 358 of 1072

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION-CERTIFICATE HOLDERS  
WORKERS COMPENSATION**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. Such copies of the notice will be mailed as soon as practicable to the address or addresses provided by your broker or agent.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule below to any benefit, rights or protection under this policy.

Failure by us to provide this notice of cancellation to the person(s) or organization(s) listed or described in the Schedule below will not impose liability of any kind upon us.

Any of these provisions that conflict with a law that controls the notice of cancellation of the insurance in this endorsement is changed by this statement to comply with the law.

**SCHEDULE**

Person(s) or Organization(s) including mailing address:

30 Day Notice - Per the listing of certificate holders provided by the Broker upon our request.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium:

Insurance Company

Countersigned by \_\_\_\_\_

**Change effective 10/01/2025  
WC 99 06 72 (Ed. 09 11)**

### APPLICATION AND CERTIFICATE FOR PAYMENT

TO(OWNER): Elizabethtown Independent District Board of Education PROJECT: T K Stone Middle School Renovation Elizabethtown, KY

ATTENTION: Paul Mullins CONTRACT FOR: Miscellaneous Specialties

BID DIV: 100

APPLICATION NO: 8  
 PERIOD FROM: 3/1/2026  
 TO: 3/31/2026



CONTRACT DATE: 22-Jan-25

**CONTRACTORS APPLICATION FOR PAYMENT**

**CHANGE ORDER SUMMARY**

Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
Approved this month	\$1,642.75	

Application is made for Payment as shown below in connection with the Contract Continuation Sheet attached. The present status of the this Contract is as follows:

ORIGINAL CONTRACT SUM	\$42,263.00
Net change by Change Orders	\$1,642.75
CONTRACT SUM TO DATE	\$43,905.75
TOTAL COMPLETED & STORED TO DATE (Sheet 2)	\$3,780.27
RETAINAGE @ 10%	\$378.03
TOTAL EARNED LESS RETAINAGE	\$3,402.24
LESS PREVIOUS CERTIFICATES (CONTRACT ONLY)	\$3,402.24
<b>CURRENT PAYMENT DUE</b>	<b>\$0.00</b>

Net Change by Change Orders      \$1,642.75      \$0.00      \$1,642.75

The undersigned contractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed and in accordance with the Contract Documents, that all amounts have been paid by him 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: The Atlas Companies  
 By: Laura Wintz Date: 3/23/2026

Subscribed and sworn to before me this 23 day of March, 2026  
 State of: Kentucky County of: Jefferson  
 Notary Public: [Signature]  
 My Commission expires: 9/4/2029 County of: \_\_\_\_\_

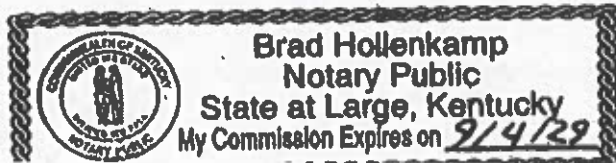
ARCHITECT'S CERTIFICATION: ROSS TARRANT ARCHITECTS  
 By: [Signature] Date: 04/10/26

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated: that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

CM APPROVAL: ALLIANCE CORPORATION  
 By: Dalton Jackson Date: 4/1/2026

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 NO. 2 T K STONE MIDDLE SCHOOL RENO  
APPLICATION NO. 8

ITEM #	DESCRIPTION OF WORK	SCHEDULED VALUE	*D* *E* WORK COMPLETED		*F* MATERIALS STORED (NOT IN D OR E)	*G* TOTAL COMPLETED & STORED D+E+F	*H* % G/C	*I* BALANCE TO FINISH C-G	
			FROM PREV. APPLIC.(D+E)	THIS PERIOD					
1	<b>Building Area A</b>					\$0.00		\$0.00	
2	Installation	\$12,602.11				\$2,639.00	21%	\$9,963.11	
3						\$0.00		\$0.00	
4	<b>Building Area B</b>					\$0.00		\$0.00	
5	Installation	\$14,589.38				\$0.00	0%	\$14,589.38	
6						\$0.00		\$0.00	
7	<b>Building Area C</b>					\$0.00		\$0.00	
8	Installation	\$8,632.43				\$0.00	0%	\$8,632.43	
9						\$0.00		\$0.00	
10	<b>Building Area D</b>					\$0.00		\$0.00	
11	Installation	\$301.70				\$0.00	0%	\$301.70	
12						\$0.00		\$0.00	
13	<b>Building Area E</b>					\$0.00		\$0.00	
14	Installation	\$75.42				\$0.00	0%	\$75.42	
15						\$0.00		\$0.00	
16	<b>Building Area F</b>					\$0.00		\$0.00	
17	Installation	\$75.42				\$0.00	0%	\$75.42	
18						\$0.00		\$0.00	
19	Bond	\$1,141.27	\$1,141.27			\$1,141.27	100%	\$0.00	
20	Submittals	\$422.63				\$0.00	0%	\$422.63	
21	Cleanup	\$422.63				\$0.00	0%	\$422.63	
22	O&M Manuals	\$3,000.00				\$0.00	0%	\$3,000.00	
23	Closeout Documents	\$1,000.00				\$0.00	0%	\$1,000.00	
24									
25	CO #15 - Chases at Entry Doors	\$1,642.75							
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<b>TOTALS</b>		<b>\$43,905.75</b>	<b>\$0.00</b>	<b>\$3,780.27</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,780.27</b>	<b>9%</b>	<b>\$38,482.73</b>

CONTINUATION SHEET NO. 3 T K STONE MIDDLE SCHOOL RENO  
APPLICATION NO. 8

OWNER PURCHASE ORDERS ONLY

ITEM #	DESCRIPTION	SUPPLIER	*D* P.O. AMOUNT	*E* PREVIOUS PAYMENTS	*F* INVOICES DUE THIS MONTH (ATTACHED)	*G* TOTAL TO DATE (E +F)	*H* BALANCE TO FINISH (D - G)
1	<b>Building Area A</b>						
2	101101 Visual Display Boards	Atlas Enterprises	\$5,818.39	\$5,818.39		\$5,818.39	\$0.00
3	101424 Signs	Atlas Enterprises	\$15,817.27	\$15,817.27		\$15,817.27	\$0.00
4	101550 Toilet Compartments	Atlas Enterprises	\$5,359.31		\$5,359.31	\$5,359.31	\$0.00
5	102601 Wall Protection	Atlas Enterprises	\$4,625.56	\$4,625.56		\$4,625.56	\$0.00
6	102800 Toilet Accessories	Atlas Enterprises	\$2,083.28	\$2,083.28		\$2,083.28	\$0.00
7	104400 Fire Protection	Atlas Enterprises	\$284.81	\$284.81		\$284.81	\$0.00
8	105723 Closet and Utility Shelving	Atlas Enterprises	\$312.27	\$312.27		\$312.27	\$0.00
9	<b>Building Area B</b>						
11	101101 Visual Display Boards	Atlas Enterprises	\$16,000.58	\$16,000.58		\$16,000.58	\$0.00
12	101424 Signs	Atlas Enterprises	\$7,029.90	\$7,029.90		\$7,029.90	\$0.00
13	101550 Toilet Compartments	Atlas Enterprises	\$12,058.43		\$12,058.43	\$12,058.43	\$0.00
14	102601 Wall Protection	Atlas Enterprises	\$308.37			\$0.00	\$308.37
15	102800 Toilet Accessories	Atlas Enterprises	\$4,687.38	\$4,687.38		\$4,687.38	\$0.00
16	104400 Fire Protection	Atlas Enterprises	\$854.42	\$854.42		\$854.42	\$0.00
17	<b>Building Area C</b>						
19	101101 Visual Display Boards	Atlas Enterprises	\$7,273.00	\$7,273.00		\$7,273.00	\$0.00
20	101424 Signs	Atlas Enterprises	\$5,272.42	\$5,272.42		\$5,272.42	\$0.00
21	101550 Toilet Compartments	Atlas Enterprises	\$9,378.78		\$9,378.78	\$9,378.78	\$0.00
22	102601 Wall Protection	Atlas Enterprises	\$1,233.47	\$939.44		\$939.44	\$294.03
23	102260 Operable Wall	Atlas Enterprises	\$33,585.73			\$0.00	\$33,585.73
24	102800 Toilet Accessories	Atlas Enterprises	\$3,645.74	\$3,645.74		\$3,645.74	\$0.00
25	<b>Building Area D</b>						
27	101424 Signs	Atlas Enterprises	\$3,514.94	\$3,514.94		\$3,514.94	\$0.00
28	<b>Building Area E</b>						
30	101424 Signs	Atlas Enterprises	\$1,757.47	\$1,757.47		\$1,757.47	\$0.00
31	<b>Building Area F</b>						
33	101424 Signs	Atlas Enterprises	\$1,757.48	\$1,757.48		\$1,757.48	\$0.00
34							
35							
36							
37							
38							
39							
40							
<b>TOTALS</b>			\$142,659.00	\$81,674.35	\$26,796.52	\$108,470.87	\$34,188.13

# INVOICE

## Atlas Enterprises

5101 Commerce Crossings Drive  
Louisville, KY 40229

Invoice Date: 3/16/2026

Invoice #: 1229643

Due Date: 3/16/2026

Purchase Order #: 15-63898

Elizabethtown Independent Schools  
c/o 116 East College Street  
Glasgow, KY 42141

Customer #: EL0010

Contract ID: KY-25-00603  
TK Stone Middle School

Billing: Varies

DESCRIPTION		LABOR	MATERIAL	TOTAL	
02-10-2113	Toilet Compartments	STRD DEP	0.00	26,796.52	26,796.52
Total Amount Billed		0.00	26,796.52	26,796.52	
Amount due this Invoice				26,796.52	

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
3/24/2026

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 any rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> McGriff, a MMA LLC Company 2600 Eastpoint Parkway Louisville, KY 40223 502 489-5900	<b>CONTACT NAME:</b> _____
	PHONE (A/C, No, Ext): <b>502 489-5900</b> FAX (A/C, No): <b>8668812184</b> E-MAIL ADDRESS: <b>LouisvilleCL1@McGriff.com</b>
<b>INSURED</b> L R Construction Inc dba Atlas Enterprises 5101 Commerce Crossings Drive Louisville, KY 40229-2100	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #
	INSURER A : National Trust Insurance Company      20141
	INSURER B : FCCI Insurance Company      10178
	INSURER C : ClearPath Insurance Company      16273
	INSURER D : The Cincinnati Insurance Company      10677
	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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		CPP10004709306	06/01/2025	06/01/2026	EACH OCCURRENCE      \$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)      \$100,000
						MED EXP (Any one person)      \$5,000
						PERSONAL & ADV INJURY      \$1,000,000
						GENERAL AGGREGATE      \$2,000,000
						PRODUCTS - COMP/OP AGG      \$2,000,000
						_____      \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CA10000292309	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident)      \$1,000,000
						BODILY INJURY (Per person)      \$
						BODILY INJURY (Per accident)      \$
						PROPERTY DAMAGE (Per accident)      \$
						_____      \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		UMB10007771402	06/01/2025	06/01/2026	EACH OCCURRENCE      \$5,000,000
						AGGREGATE      \$5,000,000
						_____      \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?    Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC11019671	06/01/2025	06/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT      \$2,000,000
						E.L. DISEASE - EA EMPLOYEE      \$2,000,000
						E.L. DISEASE - POLICY LIMIT      \$2,000,000
D A	XS over \$5M Umb Leased/Rent Equip		EXS0654863	06/01/2025	06/01/2026	\$4,000,000
			CPP10004709306	06/01/2025	06/01/2026	\$250,000 Lim;\$1,000 De

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**RE: Job Name: TK Stone Middle School - KY-25-00603 - Toilet Compartments, Amount: \$26,796.52, Stored**  
**Location: 7715 National Turnpike, Louisville, KY 40214.**

<b>CERTIFICATE HOLDER</b>  Elizabethtown Independent Schools %116 East College Street Glasgow, KY 42141	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Material Received  
Missing Packing List

Manufacturer: Accurate Facilities

Date: 2/19/26

Job: FY 25-006-003

Description: 3 skids of partitions



**ASI** Group

**NO FORKS  
DO NOT PUSH**



**ASI** Group

**NO FORKS  
DO NOT PUSH**





**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO(OWNER): ELIZABETHTOWN INDEPENDENT DISTR BOARD OF EDUCATION PROJECT: TK STONE MIDDLE SCHOOL ELIZABETHTOWN,KY APPLICATION NO: PERIOD FROM: 3/1/2026 TO: 03/31/2026

ATTENTION: PAUL MULLINS CONTRACT FOR: FIRE SUPPRESSION CONTRACT DATE: 30-Jan-25

BID DIV: 210



**CONTRACTORS APPLICATION FOR PAYMENT**

**CHANGE ORDER SUMMARY**

Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL		
Approved this month		

Net Change by Change Orders \$0.00 \$0.00 \$0.00

The undersigned contractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed and in accordance with the Contract Documents, that all amounts have been paid by him 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: PREMIER FIRE & SECURITY INC  
 By: Grant Richard Date: \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated: that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for Payment as shown below in connection with the Contract Continuation Sheet attached. The present status of the this Contract is as follows

ORIGINAL CONTRACT SUM	\$359,475.00
Net change by Change Orders	\$54,000.00
CONTRACT SUM TO DATE	\$413,475.00
TOTAL COMPLETED & STORED TO DATE (Sheet 2)	\$144,077.81
RETAINAGE @ 10%	\$14,407.78
TOTAL EARNED LESS RETAINAGE	\$128670.03
LESS PREVIOUS CERTIFICATES (CONTRACT ONLY)	\$109,897.20
CURRENT PAYMENT DUE	\$19,772.83

Subscribed and sworn to before me this 13th day of January 2026  
 State of KENTUCKY County of Daviess  
 Notary Public: Myranda Brown  
 My Commission expires 07/25/2027



ARCHITECT'S CERTIFICATION: RBS DESIGN GROUP  
 By: Orin Walker

CM APPROVAL: ALLIANCE CORPORATION  
 By: Dalton Jackson Date: 4/1/2026

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.

TO: ALLIANCE CORP

PROJECT: TK Stone School  
323 MORNINGSIDE DR

APPLICATION NO:

004

ITEM NO. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	WORK COMPLETED		STORED MATERIAL F	TOTAL COMPLETED AND STORED G=D+E+F	%	BALANCE TO FINISH H	RETAINAGE I
			PREVIOUS APPLICATIONS D	THIS APPLICATION E					
001 010	1ST FLOOR AREA F MATERIAL	10,000.00	1,600.00			1,600.00	16.00	8,400.00	160.00
002 020	1ST FLOOR AREA F EQUIPMENT	2,421.28						2,421.28	
003 030	1ST FLOOR AREA F LABOR	13,000.00						13,000.00	
004 040	1ST FLOOR AREA F SUBS	2,683.80						2,683.80	
005 050	1ST FLOOR AREA A MATERIAL	18,000.00	18,000.00			18,000.00	100.00		1,800.00
006 060	1ST FLOOR AREA A EQUIPMENT	4,035.47	2,017.74			2,017.74	50.00	2,017.73	201.77
007 070	1ST FLOOR AREA A LABOR	21,096.32	10,548.16			10,548.16	50.00	10,548.16	1,054.82
008 080	1ST FLOOR AREA A SUBS	4,473.00	2,236.50			2,236.50	50.00	2,236.50	223.65
009 090	1ST FLOOR AREA B MATERIAL	9,500.00	9,500.00			9,500.00	100.00		950.00
010 100	1ST FLOOR AREA B EQUIPMENT	2,219.51		2,219.51		2,219.51	100.00		221.95
011 110	1ST FLOOR AREA B LABOR	12,500.00	1,450.00	11,050.00		12,500.00	100.00		1,250.00
012 120	1ST FLOOR AREA B SUBS	2,460.15		2,460.15		2,460.15	100.00		246.02
013 130	1ST FLOOR AREA C MATERIAL	6,000.00						6,000.00	
014 140	1ST FLOOR AREA C EQUIPMENT	1,412.41						1,412.41	
015 150	1ST FLOOR AREA C LABOR	9,000.00	1,000.00			1,000.00	11.11	8,000.00	100.00
016 160	1ST FLOOR AREA C SUBS	1,565.55						1,565.55	
017 170	1ST FLOOR AREA D MATERIAL	11,000.00						11,000.00	
018 180	1ST FLOOR AREA D EQUIPMENT	3,026.60						3,026.60	
019 190	1ST FLOOR AREA D LABOR	15,000.00	2,000.00			2,000.00	13.33	13,000.00	200.00
020 200	1ST FLOOR AREA D SUBS	3,354.75						3,354.75	
021 210	1ST FLOOR AREA E MATERIAL	7,000.00						7,000.00	
022 220	1ST FLOOR AREA E EQUIPMENT	1,815.96						1,815.96	
023 230	1ST FLOOR AREA E LABOR	9,000.00	1,200.00			1,200.00	13.33	7,800.00	120.00
024 240	1ST FLOOR AREA E SUBS	2,012.85						2,012.85	
025 250	2ND FLOOR AREA A MATERIAL	11,000.00	11,000.00			11,000.00	100.00		1,100.00
026 260	2ND FLOOR AREA A EQUIPMENT	2,017.71						2,017.71	
027 270	2ND FLOOR AREA A LABOR	13,000.00	1,300.00			1,300.00	10.00	11,700.00	130.00
028 280	2ND FLOOR AREA A SUBS	2,236.50						2,236.50	
029 290	2ND FLOOR AREA B MATERIAL	9,500.00	9,500.00			9,500.00	100.00		950.00
030 300	2ND FLOOR AREA B EQUIPMENT	1,815.96	1,815.96			1,815.96	100.00		181.60

TO: ALLIANCE CORP

PROJECT: TK Stone School  
323 MORNINGSIDE DR

APPLICATION NO:

004

ITEM NO. A	DESCRIPTION OF WORK B	SCHEDULED VALUE C	WORK COMPLETED		STORED MATERIAL F	TOTAL COMPLETED AND STORED G=D+E+F	%	BALANCE TO FINISH H	RETAINAGE I
			PREVIOUS APPLICATIONS D	THIS APPLICATION E					
031 310	2ND FLOOR AREA B LABOR	11,700.00	11,700.00			11,700.00	100.00		1,170.00
032 320	2ND FLOOR AREA B SUBS	2,012.85	2,012.85			2,012.85	100.00		201.29
033 330	2ND FLOOR AREA C MATERIAL	7,034.19						7,034.19	
034 340	2ND FLOOR AREA C EQUIPMENT	1,412.41						1,412.41	
035 350	2ND FLOOR AREA C LABOR	19,030.50	903.95			903.95	4.75	18,126.55	90.40
036 360	2ND FLOOR AREA C SUBS	1,565.55						1,565.55	
037 370	UNDERGROUND MATERIAL	16,194.97		4,048.74		4,048.74	25.00	12,146.23	404.87
038 380	UNDERGROUND EQUIPMENT	26,001.00						26,001.00	
039 390	UNDERGROUND LABOR	20,741.11	1,956.81	2,191.41		4,148.22	20.00	16,592.89	414.82
040 400	UNDERGROUND SUBS	7,150.00						7,150.00	
041 410	BOND COST	7,053.47						7,053.47	
042 420	DESIGN/SUBMITTALS	21,533.86	10,766.03			10,766.03	50.00	10,767.83	1,076.60
043 430	CLEANUP COST	3,597.27						3,597.27	
044 440	O&M MANUALS COST	1,500.00						1,500.00	
045 450	CLOSEOUT AND WARRANTIES COST	800.00						800.00	
046 460	CHANGE ORDER #1	54,000.00	21,600.00			21,600.00	40.00	32,400.00	2,160.00
<b>TOTALS</b>		<b>413,475.00</b>	<b>122,108.00</b>	<b>21,969.81</b>	<b>0.00</b>	<b>144,077.81</b>	<b>34.85</b>	<b>269,397.19</b>	<b>14,407.79</b>

M25 074

**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO(OWNER):	Elizabethtown Ind Schools 219 Helm St Elizabethtown, KY 42701	PROJECT: TK Stone Elizabethtown, KY 42701	APPLICATION NO:	12
CONTRACTOR	Lusk Mechanical Contractors, Inc 820 S Dixie Hwy Mukdrough, KY 40155	CONTRACT FOR: <u>Mechanical HVAC and Plumbing</u>	PERIOD FROM:	03/01/26
		BID DIV: <u>220</u>	TO:	03/31/26
			CONTRACT DATE:	
			JOB#	BP22
				#159796



**CONTRACTORS APPLICATION FOR PAYMENT**

**CHANGE ORDER SUMMARY**

Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS	
TOTAL			
Approved this month			
Net Change by Change Orders	\$0.00	\$0.00	\$0.00

Application is made for Payment as shown below in connection with the Contract Continuation Sheet attached. The present status of the this Contract is as follows:

ORIGINAL CONTRACT SUM	\$3,173,520.40 <sup>41</sup>
Net change by Change Orders	\$0.00
CONTRACT SUM TO DATE	\$3,173,520.40 <sup>41</sup>
TOTAL COMPLETED & STORED TO DATE (Sheet 2)	\$1,799,412.46
RETAINAGE @ 10%	\$179,941.25
TOTAL EARNED LESS RETAINAGE	\$1,619,471.21
LESS PREVIOUS CERTIFICATES (CONTRACT ONLY)	\$1,577,543.14
CURRENT PAYMENT DUE	\$41,928.07

The undersigned contractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed and in accordance with the Contract Documents, that all amounts have been paid by him 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: Lusk Mechanical Contractors, Inc.  
 By: Brandi J. Lusk Date: 7/23/26

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ State of: \_\_\_\_\_ Kentucky County of: Meade  
 Notary Public: Dena Crawford  
 My Commission expires: 9/14/27

ARCHITECT'S CERTIFICATION:  
 By: Dalton Jackson Date: 04/10/26

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated: that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

CM APPROVAL: ALLIANCE CORPORATION  
 By: Dalton Jackson Date: 4/1/2026

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.





# AIA Document G703™ - 1992

Continuation Sheet

AIA Document, G702™ - 1992, Application and Certification for Payment, or G736™ - 2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

in tabulations below, amounts are in US dollars.

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

APPLICATION NUMBER: 12

APPLICATION DATE: 3/19/2026

djackson@alliancecorporation.com

PERIOD TO:

3/31/2026

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK Job: TK Stone Middle School Customer: Etown Ind Schools Customer PO# Lusk Job # M25-074	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (% of G)
1	Bond cost.	\$ 47,358.28	\$ 47,358.28	\$ -	\$ -	\$ 47,358.28	100%	\$ -	\$ 4,735.83
2	Submittals/ shop drawings (1% of contract)	\$ 31,735.00	\$ 31,735.00	\$ -	\$ -	\$ 31,735.00	100%	\$ -	\$ 3,173.50
3	Clean up (1% of contract)	\$ 31,735.00	\$ 12,894.00	\$ 1,586.75	\$ -	\$ 14,280.75	45%	\$ 17,454.25	\$ 1,428.08
4	O&M Manuals \$3,000	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,000.00	\$ -
5	Closeouts & Warranties \$1,000	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,000.00	\$ -
6	Area A Material	\$ 230,000.00	\$ 184,000.00	\$ -	\$ -	\$ 184,000.00	80%	\$ 46,000.00	\$ 18,400.00
7	Area A Labor	\$ 490,000.00	\$ 392,000.00	\$ -	\$ -	\$ 392,000.00	80%	\$ 98,000.00	\$ 39,200.00
8	Area B Material	\$ 230,000.00	\$ 184,000.00	\$ -	\$ -	\$ 184,000.00	80%	\$ 46,000.00	\$ 18,400.00
9	Area B Labor	\$ 450,000.00	\$ 360,000.00	\$ -	\$ -	\$ 360,000.00	80%	\$ 90,000.00	\$ 36,000.00
10	Area C Material	\$ 275,000.00	\$ 82,500.00	\$ -	\$ -	\$ 82,500.00	30%	\$ 192,500.00	\$ 8,250.00
11	Area C Labor	\$ 450,000.00	\$ 90,000.00	\$ 45,000.00	\$ -	\$ 135,000.00	30%	\$ 315,000.00	\$ 13,500.00
12	Area D Material	\$ 140,000.00	\$ 28,000.00	\$ -	\$ -	\$ 28,000.00	20%	\$ 112,000.00	\$ 2,800.00
13	Area D Labor	\$ 230,000.00	\$ 23,000.00	\$ -	\$ -	\$ 23,000.00	10%	\$ 207,000.00	\$ 2,300.00
14	Area E Material	\$ 112,000.00	\$ 112,000.00	\$ -	\$ -	\$ 112,000.00	100%	\$ -	\$ 11,200.00
15	Area E Labor	\$ 184,000.00	\$ 184,000.00	\$ -	\$ -	\$ 184,000.00	100%	\$ -	\$ 18,400.00
16	Area F Material	\$ 107,892.13	\$ 21,538.43	\$ -	\$ -	\$ 21,538.43	20%	\$ 86,353.70	\$ 2,153.84
17	Area F Labor	\$ 160,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 160,000.00	\$ -
18				\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
19				\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
20				\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
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37		\$ 3,173,520.41	\$ 1,752,826.71	\$ 46,586.75	\$ 0.00	\$ 1,799,412.46	57%	\$ 1,374,107.95	\$ 179,941.25

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CONTINUATION SHEET NO. 3  
APPLICATION NO. \_\_\_\_\_

12

TK Stone  
\*D\*

\*E\*

**OWNER PURCHASE ORDERS ONLY**

\*F\*  
INVOICES DUE  
THIS MONTH  
(ATTACHED)

\*G\*  
TOTAL  
TO DATE  
(E +F)

\*H\*  
BALANCE TO  
FINISH  
(D - G)

ITEM #	DESCRIPTION	SUPPLIER	P.O. AMOUNT	PREVIOUS PAYMENTS	INVOICES DUE THIS MONTH (ATTACHED)	TOTAL TO DATE (E +F)	BALANCE TO FINISH (D - G)
1	Allied Technologies		\$18,100.00	\$8,200.00	\$0.00	\$8,200.00	\$9,900.00
2	Bluegrass Hydronics		\$196,375.00	\$43,045.00	\$0.00	\$43,045.00	\$153,330.00
3	Plumbers Supply		\$56,722.59	\$3,531.33	\$1,214.25 ✓	\$4,745.58	\$51,977.01
4	Trane		\$1,291,110.00	\$1,209,294.00	\$0.00	\$1,209,294.00	\$81,816.00
5						\$0.00	\$0.00
6							
7							
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<b>TOTALS</b>			<b>\$1,562,307.59</b>	<b>\$1,204,070.33</b>	<b>\$1,214.25</b>	<b>\$1,265,284.58</b>	<b>\$297,023.01</b>

# INVOICE



Plumbers Supply Co.  
P.O. Box 6149  
Louisville KY 40206

INVOICE: 91393436  
Invoice Date: 02/25/26  
ORDER NUMBER: 13875954

Branch: 01 Louisville Main

Job # M25.074  
Cost Code \_\_\_\_\_

**Please Remit Payment To:**  
Plumbers Supply Co.  
P.O. BOX 634623  
Cincinnati, OH 45263-4623

**Questions about this invoice?**  
Call 502-540-0346

FEB 26 2026

**SHIP TO**

Elizabethtown Independent BOE  
TK Stone Renov c-o Lusk Mechanical  
323 Morningside Drive  
Elizabethtown KY 42701

Elizabethtown Independent BOE  
c-o Lusk Mechanical  
820 South Dixie Highway  
Muldraugh KY 40155  
US

Initials \_\_\_\_\_  
Date \_\_\_\_\_

Attn: Mrs. ....

Customer ID: 139699

PO Number	Terms Description	Net Due Date	Disc Due Date	Discount Amount				
19-63907 / TK Stone FIXT-12/17/2025 13:43:03	Net 60 Days	04/26/26	04/26/26	0.00				
Order Date	Pick Ticket No	Primary Salesrep Name	Taker					
2025-10-28 14:20:47	33591976	Ted Brown	BRETT.WISNER					
Order Line #	Ordered QTY	Shipped QTY	Remaining QTY	UOM Unit Size	Item ID Item Description	Pricing UOM Unit Size	UNIT PRICE	EXTENDED PRICE

Carrier: OT: Our Truck Tracking #:

Customer Note: Purchase order number 19-63907

Order Note: SHIP ON NOV 10; (2) P-3 (2) P-2 (1) P-9 (1) P-9A

84	1	1	0	EA	1.0	ZN415-3TC-6BZ-P ZN415-6BZ 3in NL FLOOR DRAIN (KIT)	EA	1	126.9000	126.90
83	4	1	3	EA	1.0	.ZN1400-2NL-T-TC ZURN ZN1400-2NL-T-TC 2IN CO WITH SQ TOP CO Square Top - Tile Floor	EA	1	133.9500	133.95
84	12	2	10	EA	1.0	.ZN1400-3NL-T-TC ZURN ZN1400-3NL-TC-T 4IN CLEANOUT SQ TOP CO Square Top - Tile Floor	EA	1	140.8500	281.70
97	2	2	0	EA	1.0	Z1400-4NL-TC 4in NL CLEANOUT OLD PART# Z1400-4TC	EA	1	181.3531	362.71
98	1	1	0	EA	1.0	Z1400-6NL 6in NL CLEANOUT OLD PART# Z14002HD6NL	EA	1	308.9924	308.99

Total Lines: 5

**SUB-TOTAL** 1214.25  
**TAX** 0.00  
**AMOUNT DUE** 1214.25

Plumbers Supply Co. does not manufacture the goods it sells and makes no express warranties thereon. Specifically, Plumbers Supply Co. disclaims all implied warranties, including any implied warranty or merchantability or fitness for a particular use. Claims for shortages must be received within 48 hours of receipt of material. No returns without prior consent of Plumbers Supply Co. and original pick ticket or invoice number. Special Order and Non-Stock items are non-returnable. A 25% Restocking charge applies to all returned material. All returns subject to acceptance from manufacturer. Finance Charge of 1.5% per month will be applied to all delinquent balances. In the event of any default in payment, Purchaser shall pay all attorney fees and or collection costs, equal to 25% of the balance of the account, which parties agree are reasonable.

**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO(OWNER): Elizabethtown Independent District Board of Education PROJECT: T K Stone Middle School Renovation Elizabethtown, KY

APPLICATION NO: 12  
 PERIOD FROM: 3/1/2026  
 TO: 3/31/2026



ATTENTION: Paul Mullins CONTRACT FOR: BP 20 Electrical  
 BID DIV: BP 20

CONTRACT DATE: 22-Jan-25

**CONTRACTORS APPLICATION FOR PAYMENT**

**CHANGE ORDER SUMMARY**

Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	\$2,818.50	
Approved this month	\$11,650.30	(2348.39)

Application is made for Payment as shown below in connection with the Contract Continuation Sheet attached. The present status of the this Contract is as follows:

ORIGINAL CONTRACT SUM	\$4,683,548.17
Net change by Change Orders	12120.49 <del>\$14,468.88</del>
CONTRACT SUM TO DATE	4695668.66 <del>\$4,698,017.05</del>
TOTAL COMPLETED & STORED TO DATE (Sheet 2)	\$2,458,693.58
RETAINAGE @ 10%	\$245,869.36
TOTAL EARNED LESS RETAINAGE	\$2,212,824.22
LESS PREVIOUS CERTIFICATES (CONTRACT ONLY)	\$1,869,975.00
CURRENT PAYMENT DUE	\$342,849.22

Net Change by Change Orders \$14,468.80

~~\$0.00~~ (2348.39) ~~\$14,468.80~~ 12120.49

The undersigned contractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed and in accordance with the Contract Documents, that all amounts have been paid by him 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: Advanced Electrical Systems

By: [Signature] Date: 03/20/2026

Subscribed and sworn to before me this 20th day of March 2026  
 State of Kentucky County of: Jefferson  
 Notary Public: Tracey Breitenstein  
 My Commission expires: March 19, 2029 County of: Jefferson

ARCHITECT'S CERTIFICATION: ROSS TARRANT ARCHITECTS

By: [Signature] Date: 04/10/26

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated: that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

CM APPROVAL: ALLIANCE CORPORATION

By: Dalton Jackson Date: 4/1/2026

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.

**AIA Type Document  
Application and Certification for Payment**

**TO (OWNER):** Elizabethtown Ind BOE  
323 Morningside Drive  
Elizabethtown KY 42701

**PROJECT:** Alliance Corp-TK Stone  
323 Morningside Drive  
Elizabethtown KY 42701

**APPLICATION NO:** 12  
**PERIOD TO:** 3/31/2026

**DISTRIBUTION TO:**  
\_ OWNER  
\_ CONSTRUCTION MANAGER  
\_ ARCHITECT  
\_ CONTRACTOR

**FROM (CONTRACTOR):** Advanced Electrical Systems Inc  
PO Box 36503  
4510 Bishop Lane  
Louisville, KY 40233

**ARCHITECT'S PROJECT NO:** AES Job #250150

**VIA CONSTRUCTION MANAGER:**

**CONTRACT FOR:** BP 20 Electrical

**VIA ARCHITECT:** Ross Tarrant Architects

**CONTRACT DATE:** 1/22/2025

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Permitting	120,000.00	120,000.00	0.00	0.00	120,000.00	100.00	0.00	12,000.00
2	Mobilization	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00	0.00	7,500.00
3	Electrical Shop Drawings & Submittals	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00	0.00	2,500.00
4	Bond	90,000.00	90,000.00	0.00	0.00	90,000.00	100.00	0.00	9,000.00
5	Temporary	125,000.00	75,000.00	0.00	0.00	75,000.00	60.00	50,000.00	7,500.00
6	Excavation	80,000.00	28,000.00	4,000.00	0.00	32,000.00	40.00	48,000.00	3,200.00
7	Site Lighting - Labor	50,000.00	2,500.00	0.00	0.00	2,500.00	5.00	47,500.00	250.00
8	Lighting Controls Startup	2,500.00	1,000.00	250.00	0.00	1,250.00	50.00	1,250.00	125.00
9	Owner Training & Acceptance	2,500.00	0.00	0.00	0.00	0.00	0.00	2,500.00	0.00
10	As-Built / Record Drawings & Acceptance	2,500.00	250.00	125.00	0.00	375.00	15.00	2,125.00	37.50
11	O&M Manuals & Acceptance	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
12	Warranties	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
13	Demobilization	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
14	Area A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	Lighting - Labor	35,000.00	19,250.00	0.00	0.00	19,250.00	55.00	15,750.00	1,925.00
16	Lighting Controls - Labor	15,000.00	8,250.00	750.00	0.00	9,000.00	60.00	6,000.00	900.00
17	Electrical Distribution - Switchgear - Labor	25,000.00	12,500.00	12,500.00	0.00	25,000.00	100.00	0.00	2,500.00
18	Electrical Distribution - Panelboards - Labor	75,000.00	37,500.00	0.00	0.00	37,500.00	50.00	37,500.00	3,750.00
19	Feeders Wire - Labor	95,000.00	47,500.00	0.00	0.00	47,500.00	50.00	47,500.00	4,750.00
20	Feeder Conduit - Labor	145,000.00	72,500.00	29,000.00	0.00	101,500.00	70.00	43,500.00	10,150.00



**AIA Type Document**  
**Application and Certification for Payment**

**TO (OWNER):** Elizabethtown Ind BOE  
 323 Morningside Drive  
 Elizabethtown KY 42701

**PROJECT:** Alliance Corp-TK Stone  
 323 Morningside Drive  
 Elizabethtown KY 42701

**APPLICATION NO:** 12  
**PERIOD TO:** 3/31/2026

**DISTRIBUTION**  
**TO:**  
 - OWNER  
 - CONSTRUCTION  
 - MANAGER  
 - ARCHITECT  
 - CONTRACTOR

**FROM (CONTRACTOR):** Advanced Electrical Systems Inc  
 PO Box 36503  
 4510 Bishop Lane  
 Louisville, KY 40233

**ARCHITECT'S**  
**PROJECT NO:** AES Job #250150

**VIA CONSTRUCTION MANAGER:**

**CONTRACT FOR:** BP 20 Electrical

**VIA ARCHITECT:** Ross Tarrant Architects

**CONTRACT DATE:** 1/22/2025

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
42	Lighting - Labor	35,000.00	35,000.00	0.00	0 00	35,000.00	100.00	0 00	3,500.00
43	Lighting Controls - Labor	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00	0 00	1 500.00
44	Electrical Distribution - Switchgear - Labor	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00	0.00	2 500.00
45	Electrical Distribution - Panelboards - Labor	65,000.00	65,000.00	0.00	0.00	65,000.00	100.00	0.00	6 500.00
46	Feeders Wire - Labor	75,000.00	75,000.00	0.00	0 00	75,000.00	100.00	0.00	7 500 00
47	Feeder Conduit - Labor	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00	0.00	7,500 00
48	Boxes Whips and support - labor	15,000.00	15,000.00	0 00	0 00	15,000.00	100 00	0.00	1,500 00
49	Raceways Normal Power - Labor	85,000.00	85,000.00	0 00	0 00	85,000.00	100.00	0.00	8,500 00
50	Raceways Fire Alarm - Material	20,000.00	20,000.00	0 00	0 00	20,000.00	100.00	0 00	2,000.00
51	Raceways Fire Alarm - Labor	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00	0.00	2,000.00
52	Raceways Data/Voice - Material	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00	0.00	750.00
53	Raceways Data/Voice - Labor	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00	0.00	750.00
54	Raceways Security - Material	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00	0.00	1,500.00
55	Raceways Security - Labor	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00	0.00	500.00
56	Raceways Intercom - Material	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00	0.00	6,000.00
57	Raceways Intercom - Labor	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00	0.00	5,000.00
58	Branch Circuiting - Material	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00	0.00	7,500.00
59	Branch Circuiting - Labor	85,000.00	85,000.00	0.00	0.00	85,000.00	100.00	0.00	8,500.00
60	Access Control Labor	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	1,000.00
61	Emergency Alert Labor	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00	0.00	500.00
62	Electrical Devices - Matenal	10,000 00	10,000 00	0.00	0.00	10,000.00	100.00	0.00	1,000.00

**AIA Type Document  
Application and Certification for Payment**

**TO (OWNER):** Elizabethtown Ind BOE  
323 Morningside Drive  
Elizabethtown KY 42701

**PROJECT:** Alliance Corp-TK Stone  
323 Morningside Drive  
Elizabethtown KY 42701

**APPLICATION NO:** 12  
**PERIOD TO:** 3/31/2026

**DISTRIBUTION TO:**  
- OWNER  
- CONSTRUCTION  
- MANAGER  
- ARCHITECT  
- CONTRACTOR

**FROM (CONTRACTOR):** Advanced Electrical Systems Inc  
PO Box 36503  
4510 Bishop Lane  
Louisville, KY 40233

**ARCHITECT'S PROJECT NO:** AES Job #250150

**VIA CONSTRUCTION MANAGER:**

**CONTRACT FOR:** BP 20 Electrical

**VIA ARCHITECT:** Ross Tarrant Architects

**CONTRACT DATE:** 1/22/2025

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
63	Electrical Devices - Labor	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	1,000.00
64	Cabletrays - Labor	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00	0.00	2,000.00
65	Fire Alarm System - Labor	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00	0.00	2,000.00
66	Low Voltage Data/Voice Cabling - Labor	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00	0.00	1,500.00
67	Intercom Labor	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00	0.00	1,500.00
68	Area C	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
69	Lighting - Labor	35,000.00	0.00	0.00	0.00	0.00	0.00	35,000.00	0.00
70	Lighting Controls - Labor	15,000.00	0.00	0.00	0.00	0.00	0.00	15,000.00	0.00
71	Electrical Distribution - Switchgear - Labor	15,000.00	0.00	0.00	0.00	0.00	0.00	15,000.00	0.00
72	Electrical Distribution - Panelboards - Labor	95,000.00	0.00	0.00	0.00	0.00	0.00	95,000.00	0.00
73	Feeders Wire - Labor	100,000.00	0.00	0.00	0.00	0.00	0.00	100,000.00	0.00
74	Feeder Conduit - Labor	145,000.00	72,500.00	36,250.00	0.00	108,750.00	75.00	36,250.00	10,875.00
75	Boxes Whips and support - labor	15,000.00	0.00	0.00	0.00	0.00	0.00	15,000.00	0.00
76	Raceways Normal Power - Labor	150,000.00	0.00	15,000.00	0.00	15,000.00	10.00	135,000.00	1,500.00
77	Raceways Fire Alarm - Material	20,000.00	0.00	2,000.00	0.00	2,000.00	10.00	18,000.00	200.00
78	Raceways Fire Alarm - Labor	45,000.00	0.00	4,500.00	0.00	4,500.00	10.00	40,500.00	450.00
79	Raceways Data/Voice - Material	7,500.00	0.00	750.00	0.00	750.00	10.00	6,750.00	75.00
80	Raceways Data/Voice - Labor	7,500.00	0.00	750.00	0.00	750.00	10.00	6,750.00	75.00
81	Raceways Security - Material	15,000.00	0.00	1,500.00	0.00	1,500.00	10.00	13,500.00	150.00
82	Raceways Security - Labor	5,000.00	0.00	500.00	0.00	500.00	10.00	4,500.00	50.00

**AIA Type Document  
Application and Certification for Payment**

**TO (OWNER):** Elizabethtown Ind BOE  
323 Morningside Drive  
Elizabethtown KY 42701

**PROJECT:** Alliance Corp-TK Stone  
323 Morningside Drive  
Elizabethtown KY 42701

**APPLICATION NO:** 12  
**PERIOD TO:** 3/31/2026

**DISTRIBUTION TO:**  
\_ OWNER  
\_ CONSTRUCTION  
\_ MANAGER  
\_ ARCHITECT  
\_ CONTRACTOR

**FROM (CONTRACTOR):** Advanced Electrical Systems Inc  
PO Box 38503  
4510 Bishop Lane  
Louisville, KY 40233

**ARCHITECT'S PROJECT NO:** AES Job #250150

**VIA CONSTRUCTION MANAGER:**

**CONTRACT FOR:** BP 20 Electrical

**VIA ARCHITECT:** Ross Tarrant Architects

**CONTRACT DATE:** 1/22/2025

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
83	Raceways Intercom - Material	60,000.00	0.00	6,000.00	0.00	6,000.00	10.00	54,000.00	600.00
84	Raceways Intercom - Labor	50,000.00	0.00	5,000.00	0.00	5,000.00	10.00	45,000.00	500.00
85	Branch Circuiting - Material	75,000.00	0.00	0.00	0.00	0.00	0.00	75,000.00	0.00
86	Branch Circuiting - Labor	85,000.00	0.00	0.00	0.00	0.00	0.00	85,000.00	0.00
87	Access Control Labor	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
88	Emergency Alert Labor	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
89	Electrical Devices - Material	25,000.00	0.00	0.00	0.00	0.00	0.00	25,000.00	0.00
90	Electrical Devices - Labor	25,000.00	0.00	0.00	0.00	0.00	0.00	25,000.00	0.00
91	Cabletrays - Labor	20,000.00	0.00	0.00	0.00	0.00	0.00	20,000.00	0.00
92	Fire Alarm System - Labor	20,000.00	0.00	0.00	0.00	0.00	0.00	20,000.00	0.00
93	Low Voltage Data/Voice Cabling - Labor	65,000.00	0.00	0.00	0.00	0.00	0.00	65,000.00	0.00
94	Intercom Labor	15,000.00	0.00	0.00	0.00	0.00	0.00	15,000.00	0.00
95	Area D	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
96	Lighting - Labor	35,000.00	0.00	0.00	0.00	0.00	0.00	35,000.00	0.00
97	Lighting Controls - Labor	15,000.00	0.00	0.00	0.00	0.00	0.00	15,000.00	0.00
98	Electrical Distribution - Switchgear - Labor	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00	0.00	2,500.00
99	Electrical Distribution - Panelboards - Labor	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00	0.00	2,500.00
100	Feeders Wire - Labor	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00	0.00	5,000.00
101	Feeder Conduit - Labor	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00	0.00	5,000.00
102	Boxes Whips and support - labor	15,000.00	0.00	0.00	0.00	0.00	0.00	15,000.00	0.00

**AIA Type Document  
Application and Certification for Payment**

**TO (OWNER):** Elizabethtown Ind BOE  
323 Morningside Drive  
Elizabethtown KY 42701

**PROJECT:** Alliance Corp-TK Stone  
323 Morningside Drive  
Elizabethtown KY 42701

**APPLICATION NO:** 12  
**PERIOD TO:** 3/31/2026

**DISTRIBUTION TO:**  
- OWNER  
- CONSTRUCTION MANAGER  
- ARCHITECT  
- CONTRACTOR

**FROM (CONTRACTOR):** Advanced Electrical Systems Inc  
PO Box 36503  
4510 Bishop Lane  
Louisville, KY 40233

**ARCHITECT'S PROJECT NO:** AES Job #250150

**VIA CONSTRUCTION MANAGER:**

**CONTRACT FOR:** BP 20 Electrical

**VIA ARCHITECT:** Ross Tarrant Architects

**CONTRACT DATE:** 1/22/2025

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
103	Raceways Normal Power - Labor	25,000.00	0.00	0.00	0.00	0.00	0.00	25,000.00	0.00
104	Raceways Fire Alarm - Material	20,000.00	0.00	0.00	0.00	0.00	0.00	20,000.00	0.00
105	Raceways Fire Alarm - Labor	20,000.00	0.00	0.00	0.00	0.00	0.00	20,000.00	0.00
106	Raceways Data/Voice - Material	7,500.00	0.00	0.00	0.00	0.00	0.00	7,500.00	0.00
107	Raceways Data/Voice - Labor	7,500.00	0.00	0.00	0.00	0.00	0.00	7,500.00	0.00
108	Raceways Security - Material	15,000.00	0.00	0.00	0.00	0.00	0.00	15,000.00	0.00
109	Raceways Security - Labor	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
110	Raceways Intercom - Material	60,000.00	0.00	0.00	0.00	0.00	0.00	60,000.00	0.00
111	Raceways Intercom - Labor	50,000.00	0.00	0.00	0.00	0.00	0.00	50,000.00	0.00
112	Branch Circuiting - Material	75,000.00	0.00	0.00	0.00	0.00	0.00	75,000.00	0.00
113	Branch Circuiting - Labor	85,000.00	0.00	0.00	0.00	0.00	0.00	85,000.00	0.00
114	Access Control Labor	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
115	Emergency Alert Labor	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
116	Electrical Devices - Material	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
117	Electrical Devices - Labor	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
118	Cabletrays - Labor	20,000.00	0.00	0.00	0.00	0.00	0.00	20,000.00	0.00
119	Fire Alarm System - Labor	20,000.00	0.00	0.00	0.00	0.00	0.00	20,000.00	0.00
120	Low Voltage Data/Voice Cabling - Labor	15,000.00	0.00	0.00	0.00	0.00	0.00	15,000.00	0.00
121	Intercom Labor	15,000.00	0.00	0.00	0.00	0.00	0.00	15,000.00	0.00
122	Area E	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
123	Lighting - Labor	35,000.00	0.00	35,000.00	0.00	35,000.00	100.00	0.00	3,500.00

**AIA Type Document  
Application and Certification for Payment**

**TO (OWNER):** Elizabethtown Ind BOE  
323 Morningside Drive  
Elizabethtown KY 42701

**PROJECT:** Alliance Corp-TK Stone  
323 Morningside Drive  
Elizabethtown KY 42701

**APPLICATION NO:** 12  
**PERIOD TO:** 3/31/2026

**DISTRIBUTION TO:**  
- OWNER  
- CONSTRUCTION MANAGER  
- ARCHITECT  
- CONTRACTOR

**FROM (CONTRACTOR):** Advanced Electrical Systems Inc  
PO Box 36503  
4510 Bishop Lane  
Louisville, KY 40233

**ARCHITECT'S PROJECT NO:** AES Job #250150

**VIA CONSTRUCTION MANAGER:**

**CONTRACT FOR:** 8P 20 Electrical

**VIA ARCHITECT:** Ross Tarrant Architects

**CONTRACT DATE:** 1/22/2025

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
124	Lighting Controls - Labor	15,000.00	0.00	15,000.00	0.00	15,000.00	100.00	0.00	1,500.00
125	Electrical Distribution - Switchgear - Labor	5,000.00	0.00	5,000.00	0.00	5,000.00	100.00	0.00	500.00
126	Electrical Distribution - Panelboards - Labor	5,000.00	0.00	5,000.00	0.00	5,000.00	100.00	0.00	500.00
127	Feeders Wire - Labor	5,000.00	0.00	5,000.00	0.00	5,000.00	100.00	0.00	500.00
128	Feeder Conduit - Labor	5,000.00	0.00	5,000.00	0.00	5,000.00	100.00	0.00	500.00
129	Boxes Whips and support - labor	5,000.00	0.00	5,000.00	0.00	5,000.00	100.00	0.00	500.00
130	Raceways Normal Power - Labor	15,000.00	0.00	15,000.00	0.00	15,000.00	100.00	0.00	1,500.00
131	Raceways Fire Alarm - Material	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
132	Raceways Fire Alarm - Labor	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
133	Raceways Data/Voice - Material	2,500.00	0.00	2,500.00	0.00	2,500.00	100.00	0.00	250.00
134	Raceways Data/Voice - Labor	2,500.00	0.00	2,500.00	0.00	2,500.00	100.00	0.00	250.00
135	Raceways Security - Material	5,000.00	0.00	5,000.00	0.00	5,000.00	100.00	0.00	500.00
136	Raceways Security - Labor	5,000.00	0.00	5,000.00	0.00	5,000.00	100.00	0.00	500.00
137	Raceways Intercom - Material	5,000.00	0.00	5,000.00	0.00	5,000.00	100.00	0.00	500.00
138	Raceways Intercom - Labor	5,000.00	0.00	5,000.00	0.00	5,000.00	100.00	0.00	500.00
139	Branch Circuiting - Material	15,000.00	0.00	15,000.00	0.00	15,000.00	100.00	0.00	1,500.00
140	Branch Circuiting - Labor	15,000.00	0.00	15,000.00	0.00	15,000.00	100.00	0.00	1,500.00
141	Access Control Labor	2,500.00	0.00	2,500.00	0.00	2,500.00	100.00	0.00	250.00
142	Emergency Alert Labor	2,500.00	0.00	2,500.00	0.00	2,500.00	100.00	0.00	250.00
143	Electrical Devices - Material	2,500.00	0.00	2,500.00	0.00	2,500.00	100.00	0.00	250.00
144	Electrical Devices - Labor	2,500.00	0.00	2,500.00	0.00	2,500.00	100.00	0.00	250.00

**AIA Type Document  
Application and Certification for Payment**

**TO (OWNER):** Elizabethtown Ind BOE  
323 Morningside Drive  
Elizabethtown KY 42701

**PROJECT:** Alliance Corp-TK Stone  
323 Morningside Drive  
Elizabethtown KY 42701

**APPLICATION NO:** 12  
**PERIOD TO:** 3/31/2026

**DISTRIBUTION TO:**  
- OWNER  
- CONSTRUCTION MANAGER  
- ARCHITECT  
- CONTRACTOR

**FROM (CONTRACTOR):** Advanced Electrical Systems Inc  
PO Box 36503  
4510 Bishop Lane  
Louisville, KY 40233

**ARCHITECT'S PROJECT NO:** AES Job #250150

**VIA CONSTRUCTION MANAGER:**

**CONTRACT FOR:** BP 20 Electrical

**VIA ARCHITECT:** Ross Tarrant Architects

**CONTRACT DATE:** 1/22/2025

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
145	Cabletrays - Labor	1,500.00	0.00	1,500.00	0.00	1,500.00	100.00	0.00	150.00
146	Fire Alarm System - Labor	1,500.00	0.00	1,500.00	0.00	1,500.00	100.00	0.00	150.00
147	Low Voltage Data/Voice Cabling - Labor	5,000.00	0.00	5,000.00	0.00	5,000.00	100.00	0.00	500.00
148	Intercom Labor	5,000.00	0.00	5,000.00	0.00	5,000.00	100.00	0.00	500.00
149	Gymnasium AV & Cabling - Labor	5,000.00	0.00	5,000.00	0.00	5,000.00	100.00	0.00	500.00
150	Area F	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
151	Lighting - Labor	35,000.00	0.00	0.00	0.00	0.00	0.00	35,000.00	0.00
152	Lighting Controls - Labor	15,000.00	0.00	0.00	0.00	0.00	0.00	15,000.00	0.00
153	Electrical Distribution - Switchgear - Labor	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
154	Electrical Distribution - Panelboards - Labor	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
155	Feeders Wire - Labor	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
156	Feeder Conduit - Labor	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
157	Boxes Whips and support - labor	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
158	Raceways Normal Power - Labor	15,000.00	0.00	0.00	0.00	0.00	0.00	15,000.00	0.00
159	Raceways Fire Alarm - Material	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
160	Raceways Fire Alarm - Labor	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
161	Raceways Data/Voice - Material	2,500.00	0.00	0.00	0.00	0.00	0.00	2,500.00	0.00
162	Raceways Data/Voice - Labor	2,500.00	0.00	0.00	0.00	0.00	0.00	2,500.00	0.00
163	Raceways Security - Material	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
164	Raceways Security - Labor	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00

**AIA Type Document**  
**Application and Certification for Payment**

**TO (OWNER):** Elizabethtown Ind BOE  
 323 Morningside Drive  
 Elizabethtown KY 42701

**PROJECT:** Alliance Corp-TK Stone  
 323 Morningside Drive  
 Elizabethtown KY 42701

**APPLICATION NO:** 12  
**PERIOD TO:** 3/31/2026

**DISTRIBUTION TO:**  
 - OWNER  
 - CONSTRUCTION MANAGER  
 - ARCHITECT  
 - CONTRACTOR

**FROM (CONTRACTOR):** Advanced Electrical Systems Inc  
 PO Box 36503  
 4510 Bishop Lane  
 Louisville, KY 40233

**ARCHITECT'S PROJECT NO:** AES Job #250150

**VIA CONSTRUCTION MANAGER:**

**CONTRACT FOR:** BP 20 Electrical

**VIA ARCHITECT:** Ross Tarrant Architects

**CONTRACT DATE:** 1/22/2025

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
165	Raceways Intercom - Material	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
166	Raceways Intercom - Labor	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
167	Branch Circuiting - Material	15,000.00	0.00	0.00	0.00	0.00	0.00	15,000.00	0.00
168	Branch Circuiting - Labor	15,000.00	0.00	0.00	0.00	0.00	0.00	15,000.00	0.00
169	Access Control Labor	2,500.00	0.00	0.00	0.00	0.00	0.00	2,500.00	0.00
170	Emergency Alert Labor	2,500.00	0.00	0.00	0.00	0.00	0.00	2,500.00	0.00
171	Electrical Devices - Material	2,500.00	0.00	0.00	0.00	0.00	0.00	2,500.00	0.00
172	Electrical Devices - Labor	2,500.00	0.00	0.00	0.00	0.00	0.00	2,500.00	0.00
173	Cabletrays - Labor	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
174	Fire Alarm System - Labor	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
175	Low Voltage Data/Voice Cabling - Labor	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
176	Intercom Labor	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
177	Cafeteria A/V & Cabling - Labor	5,048.17	0.00	0.00	0.00	0.00	0.00	5,048.17	0.00
178	CCO #11 AES CO #1 Replace damaged raceways Area B 2nd fl	2,818.58	0.00	2,818.58	0.00	2,818.58	100.00	0.00	281.86
179	CCO#12 AES CO #2 RFI #44 New 100 A Panel	11,650.30	0.00	0.00	0.00	0.00	0.00	11,650.30	0.00
180	CO	(2348.39)	0.00	0.00	0.00	0.00	0	(2348.39)	
<b>REPORT TOTALS</b>		<del>\$4,898,017.05</del> 4,695,668.66	\$2,077,750.00	\$380,943.58	\$0.00	\$2,458,693.58	52.33	<del>\$2,239,323.47</del> 2,236,995.08	\$245,869.36

# **AES** ADVANCED ELECTRICAL SYSTEMS, INC.

P.O. Box 36503 • Louisville, KY 40233-6503

PHONE (502) 962-1102

FAX (502) 962-8836

Visit us @ [www.aeslou.com](http://www.aeslou.com)

## **AFFIDAVIT – WAIVER OF LIEN**

PARTIAL      or       FINAL

RE: Project Name: TK Stone Middle School ELECTRICAL  
Sub-Contractor Name: ADVANCED ELECTRICAL SYSTEMS, INC.  
Representative Name & Title: Ron Gillett - CFO

I, the Advanced Electrical Systems, Inc. representative named above, having been duly sworn, depose and state as follows:

1. Advanced Electrical Systems, Inc. has requested partial payment or payment in full, for all materials purchased and/or used to date, and for all labor and/or services rendered, and for all sub-contracts entered into, if any, and for all obligations in connection with the above referenced project supplemented by any and all change orders thereto

2. Upon receipt of partial payment or full payment in the amount of \$342,849.22 Advanced Electrical Systems, Inc. hereby waives and releases its right to file a lien or claim on the above referenced project and improvements thereon, and on the materials, fixtures, apparatus or machinery furnished, and on the monies, funds or other considerations due or to become due from ALLIANCE on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished to this date by Advanced Electrical Systems, Inc.

3. Advanced Electrical Systems, Inc. agrees to defend, indemnify and hold harmless including any attorneys' fees and litigation expenses, ALLIANCE for any lien or claim which may be asserted by any subcontractor, supplier, employee, laborer or other person or entity on account of the work, labor or materials furnished by Advanced Electrical Systems, Inc. as described herein. This release does not include any claims for acceleration, compression, and inefficiency not captured in previous change orders caused by scope, growth, and compression

4. Contractor warrants that it has not and will not assign any claim or claims for payment, or any other right to perfect a lien against the above listed project and that the undersigned has the right to execute and deliver this Affidavit.

*Ron Gillett*

Signature of Contractor Representative

Commonwealth of Kentucky  
County of Jefferson

Subscribed and sworn to before me by Ron Gillett this 20th day of March 2026

*Tracey Breitenstein*

Notary Public, State at Large

My Commission Expires: March 19, 2029








# AES PA 12 - March 2026-250150

Final Audit Report

2026-03-19

Created:	2026-03-19
By:	Tracey Breitenstein (traceyb@aeslou.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJVQeegpqK0uIR3zIV8iYMZihpa7Rk6

## "AES PA 12 - March 2026-250150" History

-  Document created by Tracey Breitenstein (traceyb@aeslou.com)  
2026-03-19 - 1:18:47 PM GMT
-  Document emailed to Ronald Gillett (rong@aeslou.com) for signature  
2026-03-19 - 1:18:52 PM GMT
-  Email viewed by Ronald Gillett (rong@aeslou.com)  
2026-03-19 - 1:20:16 PM GMT
-  Document e-signed by Ronald Gillett (rong@aeslou.com)  
Signature Date 2026-03-19 - 1:20:41 PM GMT - Time Source server
-  Agreement completed.  
2026-03-19 - 1:20:41 PM GMT

\*D\*

\*E\*

\*F\*

\*G\*

\*H\*

DESCRIPTION	SUPPLIER	P.O. AMOUNT	PREVIOUS PAYMENTS	INVOICES DUE THIS MONTH (ATTACHED)	TOTAL TO DATE (E + F)	BALANCE TO FINISH (D - G)
Fire Alarm	Johnson Controlls	\$83,296.00	\$61,515.05		\$61,515.05	\$21,780.95
Football Field Lighting	Musco Sports Lighting LLC	\$287,976.00			\$0.00	\$287,976.00
Lighting & Switchgear	Eckert	\$486,314.30	\$417,548.47	\$1,442.45 ✓	\$418,990.92	\$67,323.38
Sound, Control, Audio-Visual, Pagi Everon Solutions		\$613,865.53	\$406,777.30		\$406,777.30	\$207,088.23
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
<b>TOTALS</b>		<b>\$1,471,451.83</b>	<b>\$885,840.82</b>	<b>\$1,442.45</b>	<b>\$887,283.27</b>	<b>\$584,168.56</b>

## DIRECT VENDOR PO INVOICE TRACKING

JOB NO.:	250150	VPO AMOUNT:	\$486,314.30
JOB NAME:	TK Stone MS Revisions	TOTAL INVS.:	\$418,990.92
GEN. CONTRACTOR:	Alliance	BALANCE:	\$67,323.38
OWNER:	Etown BOE		

VENDOR:	Eckart
VPO NO.:	22-63911
TYPE:	LIGHTING & SWITCHGEAR

\$486,314.30

INV DATE	INVOICE #	\$ AMT	BAL. REMAIN	Inv. w/ PA	Comments
05/27/25	S101362733.002	26,202.06	460,112.24		
05/28/25	S101362733.004	8,370.83	451,741.41		
06/02/25	S101362733.006	652.67	451,088.74		
06/03/25	S101362733.008	134.67	450,954.07		
06/05/25	S101362733.010	152.61	450,801.46		
06/09/25	S101374840.004	372.16	450,429.30		
06/09/25	S101374840.002	30,817.86	419,611.44		
06/09/25	S101362733.012	10,480.00	409,131.44		
06/13/25	S101362733.014	2,113.61	407,017.83		
06/17/25	S101389486.002	1,288.89	405,728.94		
06/19/25	S101389612.001	836.24	404,892.70		
06/19/25	S101374840.014	22,546.66	382,346.04		
06/19/25	S101374840.012	134.40	382,211.64		
06/19/25	S101374840.010	131.94	382,079.70		
06/19/25	S101374840.008	131.94	381,947.76		
06/20/25	S101374912.002	1,702.80	380,244.96		
06/23/25	S101362733.016	2,818.33	377,426.63		
06/23/25	S101374840.016	375.43	377,051.20		
06/24/25	S101392339.002	883.33	376,167.87		
06/24/25	S101374840.018	6,056.71	370,111.16		
06/30/25	S101374840.020	5,003.34	365,107.82		
07/03/25	S101374840.022	6,648.52	358,459.30		
07/09/25	S101374840.024	992.10	357,467.20		
07/15/25	S101362733.018	693.33	356,773.87		
07/16/25	S101374840.026	2,226.67	354,547.20	PA-05	
07/21/25	S101374840.028	8,029.26	346,517.94	PA-05	
07/28/25	S101374840.031	7,789.80	338,728.14	PA-05	
07/29/25	S101374840.037	5,043.57	333,684.57	PA-05	
08/05/25	S101374840.039	9,373.31	324,311.26	PA-05	
08/07/25	S101374840.041	8,462.10	315,849.16	PA-05	
08/07/25	S101374840.043	10,288.99	305,560.17	PA-05	
08/08/25	S101374840.045	10,475.99	295,084.18	PA-05	
08/14/25	S101374840.047	9,308.00	285,776.18	PA-05	
08/19/25	S101374840.050	1,748.02	284,028.16	PA-06	

09/11/25	S101362733.020	3,535.33	280,492.83	PA-06	
09/11/25	S101362733.022	1,625.00	278,867.83	PA-06	
9/18/2025	S101362733.002	533.33	278,334.50	PA-07	
9/23/2025	S101362733.026	1268.17	277,066.33	PA-07	
9/23/2025	S101362733.024	792.33	276,274.00	PA-07	
9/24/2025	S101362733.028	611.00	275,663.00	PA-07	
9/24/2025	S101362733.030	37,706.41	237,956.59	PA-07	
9/24/2025	S101362733.032	2,818.33	235,138.26	PA-07	
9/24/2025	S101362733.034	1,339.22	233,799.04	PA-07	
09/25/25	S101362731.004	860.00	232,939.04	PA-07	
09/25/25	S101362733.036	2,258.78	230,680.26	PA-07	
09/30/25	S101362731.006	5,662.24	225,018.02	PA-07	
09/30/25	S101362733.038	301.50	224,716.52	PA-07	
10/03/25	S101362733.040	5,073.00	219,643.52	PA-07	
10/03/25	S101362733.042	1,690.83	217,952.69	PA-07	
10/06/25	S101362733.044	5,072.67	212,880.02	PA-07	
10/08/25	S101362733.046	2,789.39	210,090.63	PA-07	
10/09/25	S101362733.050	607.44	209,483.19	PA-07	
10/10/25	S101362733.052	8,491.70	200,991.49	PA-07	
10/13/25	S101362733.054	8,523.00	192,468.49	PA-07	
10/08/25	S101362733.048	1,418.76	191,049.73	PA-08	
10/13/25	S101362733.056	5,490.00	185,559.73	PA-08	
10/15/25	S101362733.058	15,720.00	169,839.73	PA-08	
10/15/25	S101362733.060	755.44	169,084.29	PA-08	
10/20/25	S101362733.062	1,074.33	168,009.96	PA-08	
10/22/25	S101362733.064	11,603.56	156,406.40	PA-08	
10/27/25	S101362733.066	1,329.76	155,076.64	PA-08	
10/30/25	S101362732.002	9,109.97	145,966.67	PA-08	
11/04/25	S101362730.002	10,121.64	135,845.03	PA-08	
11/05/25	S101362730.004	17,749.54	118,095.49	PA-08	
11/05/25	S101362733.068	391.98	117,703.51	PA-08	
11/12/25	S101362734.002	38,267.88	79,435.63	PA-08	
08/26/25	S101374840.053	10,669.80	68,765.83	PA-09	
03/12/26	S101682705.002	1,442.45	67,323.38	PA-12	

DO NOT USE THIS ROW – INSERT NEW ROWS ABOVE THIS LINE

**TOTAL 418,990.92**



Eckart Louisville  
 1815 PLANTSIDE DR  
 LOUISVILLE, KY 40299-1932  
 Phone 502-426-1476  
 Fax 502-384-8760



# Invoice

INVOICE DATE	INVOICE NUMBER
03/12/2026	S101682705.002
REMIT TO: ECKART SUPPLY 426 QUARRY RD NW CORYDON, IN 47112-6918	
PAGE NO.	
1 of 1	

**RECEIVED**  
 By Anisha at 8:08 am, Mar 13, 2026

BILL TO:

ELIZABETHTOWN INDEP. SCHOOLS  
 219 HELM STREET  
 ELIZABETHTOWN, KY 42701-1511

TK STONE MIDDLE SCHOOL  
 C/O ADVANCED ELECTRICAL SYSTEMS  
 323 MORNINGSIDE DR  
 ELIZABETHTOWN, KY 42701-1739

CUSTOMER NUMBER		CUSTOMER PO NUMBER		JOB NAME / RELEASE NUMBER		SALESPERSON			
40822		22-63911				COREY SEYMOUR			
WRITER		SHIP VIA		TERMS		SHIP DATE		ORDER DATE	
SHAE BRADSHAW		DIRECT		Net Due 25th		03/12/2026		02/17/2026	
ORDER QTY	SHIP QTY	DESCRIPTION				UNIT PRICE		EXT PRICE	
6ea	6ea	HBLC20143C CORD REEL, 20' 14/3 AWG, 15A/125V				227.500/ea		1365.00	

Invoice is due by 04/25/2026  
 Past Due invoices may be subject to 2% late charge.  
 Additional freight charges may apply.

Subtotal	1365.00
S&H Charges	77.45
Tax	0.00
Payments	0.00
Amount Due	1442.45

# APPLICATION AND CERTIFICATE FOR PAYMENT

TO(OWNER): ELIZABETHTOWN INDEPENDENT DISTRICT BOARD OF EDUCATION  
 PROJECT: TK STONE MIDDLE SCHOOL ELIZABETHTOWN, KY

APPLICATION NO: Thirteen (13)  
 PERIOD FROM: 03/01/26  
 TO: 03/31/26



ATTENTION: CONTRACT FOR: Construction Management Services

CONTRACT DATE: \_\_\_\_\_

## CONTRACTORS APPLICATION FOR PAYMENT

### CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL		
Approved this month		

Net Change by Change Orders \$0.00 \$0.00 \$0.00

The undersigned contractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed and in accordance with the Contract Documents, that all amounts have been paid by him 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.

CONSTRUCTION MANAGER: ALLIANCE CORPORATION

By: Dalton Jackson Date: 4/2/2026

Application is made for Payment as shown below in connection with the Contract Continuation Sheet attached. The present status of the this Contract is as follows:

ORIGINAL CONTRACT SUM	\$814,101.00
Net change by Change Orders	\$0.00
CONTRACT SUM TO DATE	\$814,101.00
TOTAL COMPLETED & STORED TO DATE (Sheet 2)	\$413,057.40
RETAINAGE @ 5%	\$18,532.37
TOTAL EARNED LESS RETAINAGE	\$394,525.03
LESS PREVIOUS CERTIFICATES (CONTRACT ONLY)	\$366,401.66
<b>CURRENT PAYMENT DUE</b>	<b>\$28,123.37</b>

Subscribed and sworn to before me this 2<sup>nd</sup> day of April 2026  
 State of: KENTUCKY County of: BARREN  
 Notary Public: Amber Lee Wilton  
 My Commission expires: 01/29/2028 County of: BARREN



CONTINUATION SHEET NO. 2 TK STONE MIDDLE SCHOOL  
 APPLICATION NO. Thirteen (13)

ITEM #	DESCRIPTION OF WORK	SCHEDULED VALUE	*D* *E* WORK COMPLETED		*F* MATERIALS STORED (NOT IN D OR E)	*G* TOTAL COMPLETED & STORED D+E+F	*H* % G/C	*I* BALANCE TO FINISH C-G		
			FROM PREV. APPLIC.(D+E)	THIS PERIOD						
1	PRECONSTRUCTION SERVICES	\$42,410.10	\$42,410.10			\$42,410.10	100%	\$0.00		
2	CONSTRUCTION SERVICES	\$381,690.90	\$185,043.75	\$16,603.55		\$201,647.30	53%	\$180,043.60		
3	MONTHLY REIMBURSABLES	\$390,000.00	\$156,000.00	\$13,000.00		\$169,000.00	43%	\$221,000.00		
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TOTALS			\$814,101.00	\$0.00	\$383,453.85	\$29,603.55	\$0.00	\$413,057.40	51%	\$401,043.60