



Document G732™ - 2009

BP# 13
OK
TLC

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G732/CMa

CONSTRUCTION MANAGER-ADVISER EDITION

PAGE ONE OF PAGES

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

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

APPLICATION: (7) Ret.
PERIOD TO: 4/14/22
PROJECT NO: 21-042

Distribution to:
☐ OWNER
☐ CONSTRUCTION
MANAGER
☐ ARCHITECT
☐ CONTRACTOR

FROM CONTRACTOR:
E.C. Schmidt Plumbing Contractor, Inc.
1599 Grandview Rd
Alexandria, KY 41001

CONTRACT DATE: April 12, 2021

CONTRACT FOR: BP#13 Plumbing

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. MODIFIED CONTRACT SUM \$ 70,324.31 ✓
2. Net change by Change Orders \$ 2,072.00 ✓
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 72,396.31 ✓
4. TOTAL COMPLETED & STORED TO DATE
(Column G on G703) \$ 72,396.31 ✓
5. RETAINAGE:
 - a. 10 % of Completed Work \$
 - (Column D + E on G703)
 - b. 0 % of Stored Material \$
 - (Column F on G703)

Total Retainage (Lines 5a + 5b or
Total in Column I of G703) \$
6. TOTAL EARNED LESS RETAINAGE
(Line 4 less Line 5 Total) \$ 72,396.31
7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate) \$ 65,156.68 ✓
8. CURRENT PAYMENT DUE \$ 7,239.63 ✓
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$
- (Line 3 less Line 6)

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total approved in previous months by Owner		\$2,072.00	
Total approved this month including Construction Change Directives			
TOTALS		\$2,072.00	
NET CHANGES by Change Order		\$2,072.00	

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

CONTRACTOR:
By: E.C. Schmidt Date: 4/14/2022
State of: Kentucky
County of: Campbell
Subscribed and sworn to before
me this 13 day of April, 2022.
Notary Public:
My Commission expires:



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 7,239.63 ✓

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the CONSTRUCTION MANAGER:

By: [Signature] Date: 7-28-22
ARCHITECT: (NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project the Architect's Certification is not required.)

By: [Signature] Date: 8-8-22

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

Application No: 7 APPLICATION AND CERTIFICATE FOR PAYMENT
 Application date: 04/13/2022 BEECHWOOD IND. SCHOOL PHASE 6A

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====WORK COMPLETED====

Item#	Description	Scheduled Value	Previous Applicat.	This Period	Stored Material	Total Complete	Pct Compl	Balance To Finish	Retained
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
1	PERMITS & BONDS	1,845.00	1,845.00			1,845.00	100.00		
2	TEMPORARY WATER	2,500.00	2,500.00			2,500.00	100.00		
3	COORDINATION DRAWINGS	3,000.00	3,000.00			3,000.00	100.00		
4	---MATERIAL ONLY---						100.00		
5	BELOW SLAB SANITARY	2,404.00	2,404.00			2,404.00	100.00		
6	ABOVE 1ST FL. DRAIN & VENTS	1,695.00	1,695.00			1,695.00	100.00		
7	ABOVE 2ND FL. DRAINS & VENTS	1,695.00	1,695.00			1,695.00	100.00		
8	ABOVE 3RD FL. DRAIN & VENTS	1,697.00	1,697.00			1,697.00	100.00		
9	1ST FLOOR WATER	3,628.00	3,628.00			3,628.00	100.00		
10	2ND FLOOR WATER	3,628.00	3,628.00			3,628.00	100.00		
11	3RD FLOOR WATER	3,627.00	3,627.00			3,627.00	100.00		
12	1ST FLOOR INSULATION	1,083.00	1,083.00			1,083.00	100.00		
13	2ND FLOOR INSULATION	1,083.00	1,083.00			1,083.00	100.00		
14	3RD FLOOR INSULATION	1,084.00	1,084.00			1,084.00	100.00		
15	1ST FLOOR FIXTURES	1,150.00	1,150.00			1,150.00	100.00		
16	2ND FLOOR FIXTURES	1,151.31	1,151.31			1,151.31	100.00		
17	3RD FLOOR FIXTURES	2,500.00	2,500.00			2,500.00	100.00		
18	---LABOR ONLY---						100.00		
19	BELOW SLAB SANITARY	2,914.00	2,914.00			2,914.00	100.00		
20	ABOVE 1ST FL. DRAIN & VENTS	2,823.00	2,823.00			2,823.00	100.00		
21	ABOVE 2ND FL. DRAIN & VENTS	2,823.00	2,823.00			2,823.00	100.00		
22	ABOVE 3RD FL. DRAIN & VENTS	2,822.00	2,822.00			2,822.00	100.00		
23	1ST FLOOR WATER	5,802.00	5,802.00			5,802.00	100.00		
24	2ND FLOOR WATER	5,802.00	5,802.00			5,802.00	100.00		
25	3RD FLOOR WATER	5,802.00	5,802.00			5,802.00	100.00		
26	1ST FLOOR INSULATION	1,083.00	1,083.00			1,083.00	100.00		
27	2ND FLOOR INSULATION	1,083.00	1,083.00			1,083.00	100.00		
28	3RD FLOOR INSULATION	1,084.00	1,084.00			1,084.00	100.00		
29	1ST FLOOR FIXTURES	1,000.00	1,000.00			1,000.00	100.00		
30	2ND FLOOR FIXTURES	1,000.00	1,000.00			1,000.00	100.00		
31	3RD FLOOR FIXTURES	1,016.00	1,016.00			1,016.00	100.00		
32	CLOSE-OUT DOCUMENTS	500.00	500.00			500.00	100.00		
33	PUNCH LIST	500.00	500.00			500.00	100.00		
34	SUBMITTALS	500.00	500.00			500.00	100.00		
35	C.O. #13-1 DATED 8/25/21	974.00	974.00			974.00	100.00		
36	C.O. #13-2 DATED 11/1/21	1,098.00	1,098.00			1,098.00	100.00		
Totals--		72,396.31	72,396.31			72,396.31	100.00		

✓

Final WAIVER AND RELEASE OF CLAIMS FOR PAYMENT

(use for all tiers)

STATE OF Kentucky
COUNTY OF Campbell
TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned ("Undersigned") has been employed by Earl C. Schmidt ("OWNER", "CONTRACTOR", or "CONSTRUCTION
MANAGER") to furnish and install plumbing installations for project known as Beechwood Schools Phase 6
Beechwood ("PROJECT") of which Beechwood
Independent Board of Education is the owner ("OWNER") and on which Code 11 Construction Company
is also a ("CONTRACTOR" or "CONSTRUCTION MANAGER").

The Undersigned, for and in consideration of Seven Thousand, Two Hundred & Thirty Nine & 63/100 (\$ 7,239.63) Dollars, and in consideration of such sum and other good and valuable considerations, UPON RECEIPT, do(es) for its heirs, executors, and administrators, hereby waive and release the Owner, the Contractor, the Contractor's Surety, the Construction Manager, the Construction Manager's surety, and each of their insurers, parents, subsidiaries, related entities, affiliates, members, past and present officers, directors, heirs, and administrators, from any and all suits, debts, demands, torts, charges, causes of action and claims for payment, including claims under the laws or statutes of the municipality, state or federal government relating to payment bonds, the Miller Act, or other act or statute including prompt payment statutes, or bonds relating to the Project, and in addition all lien, or claim of, or right to, lien, under municipal, state, or federal laws or statutes, relating to mechanics' liens, with respect to and on said above-described Project, and the improvements thereon, and on the material relating to mechanics' liens, payment bonds, the Miller Act or other law, act, or statute, with respect to and on said above-described premises, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other consideration due or to become due from the Owner, on account of, arising out of or relating in any way to the labor, services, material, fixtures, equipment, apparatus or machinery furnished by the Undersigned, on the above-described Project from the beginning of time through the date indicated below, including extras.* The undersigned certifies, warrants, and guarantees that all work it has performed on the Project has been performed in accordance with its contract documents on the Project.

Date: 4/13/2022
Signature: Earl C. Schmidt, Pres
Printed Name: Earl C. Schmidt

Name of Company E.C. Schmidt Plumbing Contractor, Inc.
(Undersigned)

Subscribed and sworn before me this 13th day of April 2022

Title of Person Signing: President

Notary Signature and Seal:

NOTE: *Extras include but are not limited to changes, both oral and written, to the contract, and Claims as defined in the Underigned's contract with the District Government. For CONSTRUCTION MANAGER. All waivers and releases must be for the full amount paid. If waiver and release is for a corporation, corporate names should be used, corporate name and title of officer signing waiver and release should be set forth; if waiver and release is for a partnership, the partnership name should be used, partner should sign and describe partner.

STATE OF Kentucky
COUNTY OF Campbell
TO WHOM IT MAY CONCERN:

CONTRACTOR'S AFFIDAVIT

With the DULLES CONTRACTOR
mechanical and electrical contracting firm
should sign and deliver to me as follows:

Shawn R. Kopp
Notary Public KY NP44701
State at Large, Kentucky
My Commission Expires on 3-10-26

THE Undersigned, being duly sworn, deposes and says that (s)he Earl C. Schmidt the President
of E.C. Schmidt Plumbing Contractor, Inc. ("Company name and Undersigned"), who is the contractor for the
Beechwood Independent Schools Phase 6 work on the project ("Project") located at 54 Beechwood Road
Et. Mitchell, KY 41017 owned by Beechwood Board of Education
which Codell Construction Company is a ("Contractor" or "Construction Manager"). ("Owner") and on

That it has received payment of \$ 7,239.63 Ret prior to this payment.

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

NAMES	TYPE /SCOPE WORK	CONTRACT PRICE	AMOUNT PREVIOUSLY PAID	THIS PAYMENT	BALANCE DUE
N/A					
TOTAL LABOR,EQUIPMENT,SERVICES, & MATERIAL TO COMPLETE					

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

Date: 4/13/2022 Name of Company: E.C. Schmidt Plumbing Cont. Inc. (Undersigned)
 Signature: Earl C. Schmidt, Pres Printed Name: Earl C. Schmidt Title: President
 Subscribed and sworn before me this 13th day of April, 2022 Notary Signature and Seal: [Signature]

Shawna Sue Kopp
Notary Public, ID KYNP44701
State at Large, Kentucky
My Commission Expires on 3-10-26



AIA Document G704/CMa™ – 1992

Certificate of Substantial Completion Construction Manager-Adviser Edition

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

PROJECT:

(Name and address):

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

PROJECT NUMBER: CMAKDE000744

CONTRACT FOR: 01300

CONTRACT DATE: 4/12/2021

TO CONTRACTOR:

(Name and address):

E. C. SCHMIDT PLUMBING CONTRACTOR, INC.
1599 GRANDVIEW ROAD
ALEXANDRIA, KY 41001

TO OWNER:

(Name and address):

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

DATE OF ISSUANCE: Thursday, April 7, 2022

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

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

Warranty

Date of Commencement

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

CONSTRUCTION MANAGER
CODELL CONSTRUCTION COMPANY

BY

DATE

7-25-22

ARCHITECT
ROBERT EHMET HAYES &
ASSOCIATES

BY

DATE

8-8-22

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

E. C. Schmidt Plumbing Contractor, Inc.
CONTRACTOR
E. C. SCHMIDT PLUMBING
CONTRACTOR, INC.

BY

DATE

4/13/2022

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

OWNER
BEECHWOOD INDEPENDENT BOARD
OF EDUCATION

BY

DATE

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

AIA Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

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

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

ARCHITECT'S PROJECT NUMBER:
BID PACKAGE: 01300
CONTRACT FOR: E. C. SCHMIDT PLUMBING
CONTRACTOR, INC.
CONTRACT DATED: 4/12/2021

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

STATE OF:
COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

Indicate Attachment ☐ Yes ☐ No

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

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

CONTRACTOR: *(Name and address)*
E. C. SCHMIDT PLUMBING CONTRACTOR, INC.
1599 GRANDVIEW ROAD
ALEXANDRIA, KY 41001

BY:

Earl C. Schmidt
(Signature of authorized representative)

Earl C. Schmidt President
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public: Miranda Kopp

My Commission Expires: 2/7/2026

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User Notes:
(436928874)



AIA Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

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

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

ARCHITECT'S PROJECT NUMBER:
CONTRACT FOR: 01300
CONTRACT DATED: 4/12/2021

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

STATE OF:
COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

CONTRACTOR: (Name and address)
E. C. SCHMIDT PLUMBING CONTRACTOR, INC.
1599 GRANDVIEW ROAD
ALEXANDRIA, KY 41001

BY: Earl C. Schmidt
(Signature of authorized representative)

Earl C. Schmidt, President
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public: Miranda Kopp
My Commission Expires: 2/7/2026

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User Notes:

(564650863)



AIA Document G707™ – 1994

Consent Of Surety to Final Payment

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

PROJECT: (Name and address)
BEECHWOOD INDEPENDENT SCHOOLS PHASE 6A
ADDITIONS AND RENOVATIONS
FORT MITCHELL, KY 41017

ARCHITECT'S PROJECT NUMBER:
CONSTRUCTION MANAGER PROJECT CMA-KDE-
000744
CONTRACT FOR: 01300
CONTRACT DATED: 4/12/2021

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

In accordance with the provisions of the contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)
E. C. SCHMIDT PLUMBING CONTRACTOR, INC.
1599 GRANDVIEW ROAD, ALEXANDRIA, KY 41001

, SURETY,

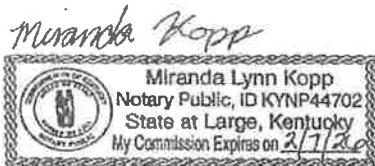
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(Insert name and address of Owner)
BEECHWOOD INDEPENDENT BOARD OF EDUCATION
54 B EECHWOOD ROAD, FORT MITCHELL, KY 41017

, CONTRACTOR,

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand in this date: 04/13/2022
(Insert in writing the month followed by the numeric date and year.)



Attest
(Seal):

Eric C. Schmidt
(Surety)
The Ohio Casualty Insurance Company
Earl C. Schmidt
(Signature of authorized representative)
Earl C. Schmidt President
(Printed name and title)
Attorney In Fact
Attorney In Fact

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User Notes:

(2843275340)

**Mechanic's Lien and Tax Release
Certification of Payment of Debts and Claims**

State of KY)

County of Kenton County)

WHEREAS, BEECHWOOD INDEPENDENT BOARD OF EDUCATION as Owner, did enter into an agreement on **April 12, 2021** with **E. C. SCHMIDT PLUMBING CONTRACTOR, INC.** as Contractor, for Construction of the **BEECHWOOD INDEPENDENT SCHOOLS PHASE 6A ADDITIONS AND RENOVATIONS**
Bid Package # 01300

AND WHEREAS, Contractor has completed all work required by the above-referenced agreement; Now this statement under oath is given in compliance with the provisions of any applicable Mechanic's Lien Law and to enable said Contractor to receive his final payment from the Owner. The Contractor further says that all lienors contracting directly with, or directly employed by him, on or in connection with the agreement have been paid in full. The Contractor also certifies that any and all liens, assessments, charges and taxes with respect to the above-described agreement, including, but not limited to, sales or use taxes, and penalties and interest with respect thereto, have been paid.

We further certify that we have complied with the provisions and requirements of all federal and state labor laws and wage requirements as set forth in the agreement and that all bills, wages, rentals, taxes and accounts of every nature relating to said project have been paid in full.

Furthermore, Contractor does Hereby Indemnify and Hold Harmless **BEECHWOOD INDEPENDENT BOARD OF EDUCATION** from any and all claims, actions, or demands which may exist or arise by any reason whatsoever from the nonpayment or incomplete payment, whether or not intentional or with knowledge by Contractor or lienors described above or any of the above-stated taxes.

E. C. SCHMIDT PLUMBING CONTRACTOR, INC.

Contractor E. C. Schmidt Plumbing Contractor, Inc.
By: Paul E. Schmidt (President)

SWORN TO AND SUBSCRIBED BEFORE ME, this day 13th of April 20 22.

Miranda Kopp
Notary ID# (if applicable) KYNP44702
Notary Public Campbell County
Kentucky State





E. C. Schmidt Plumbing Contractor, Inc.

1599 Grandview Road
Alexandria, Kentucky 41001
(859) 635-4308

We here by warrant that the plumbing installations which have been done by our company that were installed at **Beechwood School Phase 6A Project, 54 Beechwood Road, Ft. Mitchell, KY 41017**, has been done in strict accordance with the drawings and specifications and that the work installed will fulfill the requirements of those specifications. We agree to repair or replace or cause to be repaired or replaced, any or all work which proves to be defective in workmanship or materials, together with any adjacent work which requires repair or replacement because of defective work, within a period of one 1 year or years from the date of opening or date of final acceptance of owner or tenant, ordinary wear and tear and unusual abuse or neglect expected.

Signed: Earl C. Schmidt, President
President

Date: **April 1, 2022**