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**ARCHDIOCESE OF PHILADELPHIA**

**CONSTRUCTION CONTRACT**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This Construction Contract (the “Contract”) is made as of the **\_\_ day of , 2023** by and between

**Name of Corporation**

a **Pennsylvania Corporation ,** with its principal place of business at **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ,** party of the first part (hereinafter designated the **“Contractor”**), and

**Dr. DAVID J. MAGEE**

**as CHIEF FINANCIAL OFFICER FOR CATHOLIC EDUCATION**

**OF THE ARCHDIOCESE OF PHILADELPHIA,**

a Roman Catholic Archdiocese with an address of 222 N. 17th Street, Philadelphia, PA 19103 solely as Chief Financial Officer for Catholic Education the Archdiocese of Philadelphia, and not in his private or individual capacity, acting herein with the permission of **Most Reverend Nelson J. Pérez, Archbishop of Philadelphia**, party of the second part (hereinafter designated the **“Owner”**),

 Witness, that Contractor, in consideration of the covenants herein made by Owner, agrees with the Owner as follows:

 **ARTICLE I. The Project.** Contractor shall and will provide all the materials, equipment, labor and supervision and perform all the work for\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. *ALL PURCHASED & INSTALLED WORK WILL BECOME SOLE PROPERTY OF THE ARCHDIOCESE OF PHILADELPHIA.*

The work shall be completed in accordance with the following documents, each of which is hereby incorporated by reference and attached hereto and made a part hereof, referred to collectively as the “**Contract Documents**”): **Contractor’s Bid Form dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; the Request for Bid issued \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, including the General Requirements and Performance Guidelines, General Conditions and Specifications set forth therein, all as attached hereto and incorporated herein.**.

 Any alterations made in the work from the requirements of the Contract Documents shall be made in consultation with and approval by Owner, and be set forth in a written change order stating the amount, if any, to be paid by Owner.

 **ARTICLE II. Performance of Work.** All work shall be performed in a good, workmanlike manner with quality materials and Contractor shall provide sufficient, safe and proper facilities at all times. Should Contractor at any time refuse or neglect to supply a sufficiency of properly skilled workmen or of materials of the proper quality, or fail in any respect to prosecute the work with safety, diligence, or fail in the performance of any of the agreements herein contained, Owner may, after three days’ written notice to Contractor, provide any such labor or materials and deduct the cost thereof from any amounts then due or to become due to Contractor under this Contract; and Owner may also terminate the employment of Contractor for the work and to enter upon the premises and take possession, for the purpose of completing the work included under this Contract, of all materials and appliances thereon and to employ any other person or persons to finish the work and to provide the materials therefor, and in case of termination of Contractor’s employment under this section, Contractor shall not be entitled to receive any further payment under this Contract until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this Contract shall exceed the expense incurred by Owner in finishing the work (including Owner’s counsel fees and other costs incurred in protection of Owner’s rights hereunder), such excess shall be paid by Owner to Contractor; but, if such expense shall exceed such unpaid balance, Contractor shall pay the difference to Owner.

**ARTICLE III. Non-Conforming Work.** Any work failing to conform to the Contract Documents or not approved by Owner shall be made good by Contractor upon demand by Owner, in accordance with Article X.

 **ARTICLE IV.** **Project Commencement**. Contractor shall commence the work upon the earlier of (i) Owner’s issuance of a Notice to Proceed, and (ii) issuance of all require permits, and furnish all necessary and proper materials and labor and substantially complete the work within **(90) calendar days after the Date of Commencement, with the final completion of the work no later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

 **ARTICLE V.** **Lien Releases**. With respect to the work performed and any materials supplied pursuant to this Contract, *in consideration for and effective upon receipt of payment for such application*, Contractor for itself, and on behalf of any supplier, subcontractor, materialman or any other party acting through or under Contractor **(“Subcontractor(s)”**), agrees and covenants that no mechanics’ liens or claims shall be filed or maintained by Contractor and/or any Subcontractor against the said building for or on account of any work done or materials furnished by Contractor and/or any Subcontractor under this Contract, and Contractor, for itself and on behalf of any Subcontractor, in consideration for payment received and hereby acknowledged, hereby expressly waives and relinquishes the right to have, file, or maintain any mechanics’ liens or claims against the said building or buildings adjacent thereto, or ground appurtenant thereto. This agreement waiving the right of lien shall be an independent covenant.

 If, at any time, there shall be evidence of any lien or claim for which, if established, Owner might become liable, and which is chargeable to Contractor, Contractor shall refund to Owner all moneys that the latter may be compelled to pay in discharging any lien on said premises made obligatory in consequence of Contractor's default.

 In consideration of final payment, Contractor shall submit to Owner a duly notarized final release covering the Work finally completed in the form attached hereto as Exhibit “A” appropriately signed by the Contractor, all Subcontractors who have completed the Work, and all other persons who have supplied work, labor or materials with a value in excess of $5,000.00 in connection with the completed work.

 **ARTICLE VI. Insurance Requirements.** Contractor shall maintain the following insurance coverages and provide evidence thereof prior to commencement of work: (1) Property Insurance covering all property owned or leased by the Contractor for limits no less than $1,000,000 (or for such amounts required to cover the replacement cost value of such property) on a blanket and all-risk basis for such property used while performing the designated services described herein; (2) Comprehensive General Liability Insurance on an occurrence basis for no less than $1,000,000 combined single limit for bodily injury, personal injury, and property damage; (3) Automobile Liability Insurance for no less than $1,000,000 combined single limit for bodily injury or property damage and include hired, owned, leased and non-owned autos; (4) Workers’ Compensation Insurance for no less than the minimum statutory requirements for the Commonwealth of Pennsylvania; (5) such additional coverage as reasonably required by Owner or in accordance with the insurance requirements established from time to time by the Office for Insurance Services of the Archdiocese of Philadelphia.

Contractor shall furnish the requisite certificates of insurance to Owner prior to the commencement of work. The certificate shall list all exclusions, and shall list the following parties as additional insured: *Owner,* **Most Reverend Nelson J. Pérez, Archbishop of Philadelphia** *and his successors and the Archdiocese of Philadelphia, and the parishes therein, its religious institutions and other agencies, whether or not incorporated, which may have been set up to carry out programs on behalf of the Archdiocese, its officers, agents, assigns, employees, or any volunteers.*

Cancellation of insurance, for any reason, requires thirty (30) days written notice. Contractor, by signing this Agreement, agrees to fulfill any additional insurance requirements as may be stipulated from time to time by the Office for Insurance Services of the Archdiocese of Philadelphia.

 **ARTICLE VII. Performance Delay.** Should Contractor be delayed in the prosecution or completion of the work by the act, neglect, or default of Owner, or of any other Contractor employed by the Owner, or by any damage caused by fire or other casualty for which Contractor is not responsible, then the time fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of such causes; but no such allowance shall be made unless a claim is presented in writing by Contractor to Owner, within 48 hours of the occurrence of such delay.

 **ARTICLE VIII. Contract Sum.** It is hereby mutually agreed between the parties hereto that the sum to be paid by Owner to Contractor for said work under the Contract is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_subject to additions and deductions as provided herein, and that such sum shall be paid by Owner to Contractor as follows: on the first day of each month this Contract is in force, Contractor shall deliver statements showing the exact quantity and value of the materials and labor that have actually or permanently been set in place and incorporated into the building or buildings during the preceding month, and shall render the same to Owner (each, an **“Application for Payment”**). If Owner is satisfied that the statement correctly represents the work executed and the materials actually and permanently set in place, Owner shall pay ninety (90%) percent of the value thereof within thirty (30) days.

 Each Application for Payment shall be accompanied by Contractor's sworn statement listing all Subcontractors and the amount requested for any Subcontractor in the Application for Payment, and such other information, documentation and materials as the Owner may require.

 **ARTICLE IX.** **Final Payment**. Final payment, constituting the entire unpaid balance of the contract sum (including retainage), shall be made by the Owner to the Contractor following the occurrence of all of the following conditions precedent: (a) The Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming work; (b) The building(s)/project worked on are capable of being completely used and occupied for their intended use; (c) Contractor has delivered all maintenance and operating manuals, as-built drawings and specifications, and the duly executed releases of mechanics' liens referred to in Article V, and if applicable, a certificate of occupancy with respect to the work being performed in connection with this Contract.

 Such final payment shall be made by the Owner within thirty (30) days after notice of proper completion of the work included in this Contract by Contractor to Owner; provided the work has been completed to the satisfaction of Owner.

 If, at any time, there shall be evidence of any lien or claim for which, if established, Owner of the said premises might become liable, and which is chargeable to Contractor, Owner shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to completely indemnify Owner against such lien or claim. Should there prove to be any such claim after all payments are made, Contractor shall refund to Owner all moneys that the latter may be compelled to pay in discharging any lien on said premises made obligatory in consequence of Contractor's default.

 **ARTICLE X. Warranties**. Contractor guarantees the work of the Contract against defective material and workmanship for a minimum of two (2) years from the date of completion of the Project. Contractor hereby assigns and/or transfers all guarantees and warranties from Subcontractors, vendors, suppliers, and manufacturers relating to the Project, and Contractor will execute any necessary documents to evidence the same. During the warranty period, Contractor, within seven (7) days following notification, shall diligently proceed to correct all Work rejected by the Owner as defective or as failing to conform to the Contract Documents. The Contractor shall bear all costs of correcting such rejected Work, including compensation for any reasonable expenses of the Owner made necessary thereby. The correction of all non-conforming or defective work shall be completed by the Contractor within thirty (30) days following notification, unless the Owner shall consent to a reasonable extension in which to complete such correction.

 If Contractor fails to promptly correct defective or nonconforming Work, Owner may, by contractor or otherwise, replace such defective or non-conforming Work and charge the cost thereof to Contractor. If the Contractor does not proceed with correction of such nonconforming Work within seven (7) days of written notice from Owner, the Owner may remove it and store salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten (10) days after written notice, the Owner may upon ten (10) additional days written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting Owner's costs and damages, including compensation for the services and expenses made necessary thereby and attorneys' fees and expenses. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency and Contractor shall pay the difference to the Owner immediately upon demand.

**ARTICLE XI.** **Injury to Person or Property**. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter.

 **ARTICLE XII. Covenants.** During the course of performance of this Contract, Contractor agrees to:

1. Provide adequate security for the site of the work to be performed hereunder to provide for the safety of all persons and property located thereon, including, but not limited to, such security personnel as may be necessary to prevent vandalism or theft.
2. Ensure that safe conditions are maintained at all times and shall erect barricades and provide other safety equipment and precautions as necessary to protect both its workmen and the general public, in accordance with OSHA requirements.
3. Coordinate its work through the Owner’s designated project manager and on-site liaisons, including providing timely notifications regarding scheduled work and changes in scheduled work, with no interferences with normal school operations unless approved by Owner.
4. Apply for, secure, and pay for all required permits and approvals.
5. Maintain a clean work area on a daily basis and dispose of refuse materials at approved off-site disposal areas.
6. Obtain any and all background checks required by law on behalf of any and all individuals on Owner’s site on behalf of the Contractor. By executing this Contract, Contractor warrants that each and every individual that will be on the site of the Owner on behalf of the Contractor will have all necessary background checks/clearances required by law.

**ARTICLE** **XIII**. **Dispute Resolution**. Any controversy or claim arising out of or related to this Contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and in Philadelphia, Pennsylvania. Judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof, except controversies or claims relating to aesthetic effect and except those waived as provided for in Article IV. Arbitration may be commenced when forty-five (45) days have passed after a claim has been referred to the Owner and no decision has been rendered.

 **ARTICLE XIV. Indemnification**. Contractor agrees to save harmless, defend, and indemnify Owner from and for all and any claims, suits, actions, damages, liability and expense (including but not limited to attorneys' fees and costs) arising out of, resulting from, or connected in any way with the performance of the work described or contemplated herein, whether by act or omission of Contractor, or the employees, servants, agents, Subcontractors, or other persons involved in the performance of the work, and the failure of Contractor to pay any Subcontractor, materialman, supplier or other person with whom Contractor has contracted or who is employed directly or indirectly by Contractor.

 **ARTICLE XV. Governing Law.** This Contract shall be governed by the laws of the Commonwealth of Pennsylvania.

 **ARTICLE XVI.** **Successors and Assigns**. The Owner and Contractor respectively bind themselves, their partners, successors, permitted assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign this Contract without written consent of the Owner.

 **ARTICLE XVII. Written Notice**. Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

 **ARTICLE XVIII.** **Rights and Remedies**. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

[signatures appear on following page]

 IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, as of the day and year first above written.

|  |  |
| --- | --- |
|  | CONTRACTOR:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| Attest:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(Signature)* | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Signature)* |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Printed Name and Title)* | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(Printed Name and Title)*Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | OWNER:**Archdiocese of Philadelphia** |
| Attest:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(Signature)* | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DR. DAVID J. MAGEE, as CHIEF FINANCIAL OFFICER for Catholic Education of the Archdiocese of Philadelphia, and not in his private or individual capacityDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Printed Name and Title)* |

**EXHIBIT A**

**FINAL WAIVER AND RELEASE**

**BY CONTRACTOR**

CONTRACTOR’S NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTRACTOR’S ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PROJECT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PROJECT SITE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OWNER: Archdiocese of Philadelphia, Office for Catholic Education

CONTRACT AMOUNT: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTRACT NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and in consideration of the payment of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ paid unto Contractor, and other good and valuable consideration, the said Contractor, does hereby waive, release, and relinquish Owner, the Project Site, Owners’ mortgagees and ground lessees and any title insurance company issuing a title policy for Owner or Owner’s mortgagees, together with each of their respective affiliates, agents, successors and assigns, of and from any and all rights, claims, demands, liens, claims for relief, causes of action and the like, whether at law, under a contract, in tort, in equity or otherwise, which the Contractor has now, may have had or may have in the future, arising out of Contractor performing work, supplying labor, and furnishing materials pursuant to a contract or purchase order in connection with construction of the Project. Use of the term “Contractor” shall be deemed to mean and refer to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and its agents, representatives, employees, directors, and all others acting on their behalf.

This Waiver and Release applies to all facts, acts, events, circumstances, changes, constructive or actual delays, accelerations, extra work, disruptions, interferences and the like which have occurred, or may be claimed to have occurred, prior to the date of this Waiver and Release, whether or not known to Contractor as the same relate to and involve any work performed, labor supplied, and materials furnished by Contractor pursuant to any contract or purchase order that Contractor had with Owner in connection with said Project.

This Waiver and Release is freely and voluntarily given, and Contractor acknowledges, warrants and represents that it has fully reviewed the terms and conditions of this Waiver and Release, that is fully informed with respect to the legal effect of this Waiver and Release in return for the payment recited above.

Contractor further represents and warrants that:

1. Contractor has received full payment required by the contract or purchase order, for all work performed and labor, materials, and equipment supplied in connection with the Project;
2. All of Contractor’s obligations, legal, equitable or otherwise, that are related to or arising out of it having performed work, supplied labor, and furnished materials on the above-referenced Project, have been fully paid and satisfied, including, but not limited to, the following:

(a) Employees, laborers, materialmen and subcontractors employed by the Contractor;

(b) Labor, materials, equipment and supplies furnished by others to Contractor; and

(c) Sales and use taxes, social security taxes, income-tax withholding, unemployment insurance obligations, privilege taxes, license fees, and any other taxes and obligations imposed by governmental authorities.

1. There are no outstanding claims with respect to the work performed on the Project or labor, materials,

or equipment supplied for the Project;

1. No security interest or assignment has been given or executed by Contractor in connection with any

materials or equipment placed upon or installed in the Project/Project Site; and

1. All employees of Contractor have been paid to the full extent required in accordance with the

Contractor’s published wage and payroll policies.

With respect to the foregoing representations and warranties, Contractor does hereby agree to indemnify and

hold harmless its payment and performance bond surety, if any, the Owner, and any others, against whom a claim is asserted by virtue of involvement or relationship with them, from any and all claims, damages, losses, expenses and the like, which they may incur as a result of any claim being made that Contractor has not fully paid for all labor, materials and expenses

incurred in connection with it having performed work, supplied labor, and furnished materials on the Project, including reasonable attorneys’ fees, court or arbitration costs, and expert witness and consultant fees expended in connection with the defense of any such claim.

Contractor further agrees that the making and receipt of payment and execution of this Waiver and Release shall in no way release Contractor from its continuing obligations with respect to the completion of any work remaining undone, punch list work, warranty and guaranty work, and any other obligations of Contractor. Moreover, if Contractor has furnished a bond in connection with the performance of its work, the surety for Contractor does hereby consent to and agree to be bound by the terms and conditions of this Waiver and Release and does hereby agree to guarantee the performance of Contractor with respect to each and every term and condition of this Waiver and Release and to continue in effect the obligations assumed with respect to the contract or purchase order between Contractor and Owner.

In executing this Waiver and Release by signing below, Contractor hereby represents and warrants the

following: **With respect to any supplier, subcontractor, materialman or any other party acting through or under**

**Contractor, no liens or claims of liens have been made on or before the date of this Application for Payment,**

**all due and payable bills with respect to the work have been paid to date and there is no known basis for the filing of any liens on the work.**

The Waiver and Release is given in order to induce Owner to make payment in full to Contractor, and is subject to receipt of such payment, and upon receipt of such payment by Contractor this Waiver and Release becomes effective.

IN WITNESS WHEREOF, on behalf of Contractor, with full authority, I have executed this instrument under

seal effective this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Commonwealth of Pennsylvania    )
                                                    )SS:
County of                                     )

On this, the\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, before me a notary public, the undersigned officer, personally appeared\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known to me (or satisfactorily proven) to be the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Pennsylvania corporation/limited liability company/partnership/other, and that s/he, as such \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the corporation/limited liability company/partnership/other.

In witness hereof, I hereunto set my hand and official seal.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public