STANDARD WORK FOR HIRE AGREEMENT

Instructions for use

Note: This cover should not be included with the final agreement documents

This standard Work for Hire Agreement (WFHA) is provided by the Diocesan Office of General Counsel and Office of Property and Construction for parish or school use with single-vendor contracts.

When to Use the WFHA

Projects less than $20,000: This agreement form may be used at the discretion of the location. Consult with the Director of Property, Construction, & Risk Management for any such projects which include permanent changes to property or structure. *Note: Pastors must consult with their Parish Finance Council for any administrative action $10,000 or more.*

Projects $20,000 - $100,000: Follow the instructions included below.

Projects over $100,000: Discuss the project with the Director of Property, Construction, & Risk Management prior to completing and submitting a WFHA.

How to Use the WFHA

Step 1 – Solicit Bids and Select a Vendor: Share WFHA with prospective vendors while soliciting bids. Any questions about the terms or insurance limits should be discussed with the Director of Property, Construction, & Risk Management.

Step 2 – Complete WFHA: Once the parish has selected a vendor, fill out the WFHA per the agreed terms, attach the vendor proposal and Certificate of Insurance, and proceed to Step 3.

Step 3 – Diocesan Approvals

Expenditure Approval: Submit an expenditure approval request, confirming the total project cost, the source of the funds, and the approvals of both the

Pastor/Administrator and Parish Finance Council to the Director of Financial Planning & Analysis.

Contract Approval: Submit the completed WFHA with the original proposal and completed Certificate of Insurance attached as exhibits to the Director of Property, Construction, & Risk Management for review and approval.

Step 4 – Contract Execution: Once both Step 3 approvals are confirmed, the Pastor should sign the agreement and proceed with the project. Copies of the full, executed documents should be submitted to the Director of Property, Construction, & Risk Management for the record.

Change Orders: Any changes to the contract cost after execution of a WHFA should be documented in writing and sent to the Diocese for review and approval prior to accepting the change or any work being performed.

Diocesan Approval Contacts

Expenditure Approval

Peter Ciulla
Director of Financial Planning & Analysis
peter.ciulla@raldioc.org
(984) 900-3143

Contract Approval

Michael Wengenroth
Director of Property, Construction, & Risk Management
michael.wengenroth@raldioc.org
(919) 728-7125

&

Bill Herhold
Regional Facilities Manager
bill.herhold@raldioc.org
(984) 332-1163

Work for Hire Agreement

This Work for Hire Agreement (this "Agreement") is made effective as of: (Enter Month DD, YYYY)
(Date)

by and between: (Enter legal name of parish or location, and city), NC (the "Owner"),
(Parish or Location Legal Name)

and: (Enter name of contractor/vendor), (the "Contractor"),
(Contractor Legal Name)

of (Enter contractor/vendor business address).
(Contractor Address, City, State, ZIP)

1. DESCRIPTION OF WORK. Contractor will perform the work described in the attached **Exhibit A** (collectively, the "Work"), in a competent, good, workmanlike manner. **Exhibit A** is an integral part of this Agreement. The Work shall be performed at (Enter the street address of the property where the work is to be performed).
(Address/Location of Work)

2. PAYMENT FOR WORK. Owner will pay compensation to Contractor for the Work in the amount set forth in **Exhibit A**, but not to exceed $ (Enter total contract cost)_____, except with prior written approval in the form of a change order, signed by both Owner and Contractor, detailing the scope and total cost of the change. Payment shall be made no later than 30____ days after receipt of Contractor's invoice and satisfactory completion of the Work billed. Interest for past due invoices will be calculated at a rate of the Prime Rate at the time of contracting plus 1% per annum.

3. PERMITS. Contractor will obtain and coordinate all permits, inspections, or approvals as may be required for proper performance and completion of the work and will pay all associated fees.

4. TERM. This Agreement will terminate upon completion of the Work, unless earlier terminated as provided herein; provided, however the Confidentiality and Indemnification provisions shall survive such termination. Work is scheduled to begin within ____ days of the final execution date of this Agreement and shall be completed within ___ days thereafter, except as provided in any change orders approved by both Owner and Contractor.

5. RELATIONSHIP OF PARTIES. It is understood by the parties that Contractor is an independent contractor and not an agent or employee of the Owner. Contractor has no authority to enter into any agreement with other parties that binds Owner. Owner will not provide fringe benefits, including health insurance benefits, paid vacation, worker's compensation insurance or any other employee benefits to Contractor, and Contractor agrees to be solely responsible for all such benefits and all required governmental taxes and withholdings.

6. CONFIDENTIALITY. Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Contractor, or divulge, disclose, or communicate in any manner any information that is proprietary to Owner. Contractor will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of the Agreement. Upon termination of the Agreement, Contractor will return to Owner all records, notes, documentation, and other items related to Owner that were used, created, or controlled by Contractor during the term of this Agreement.

7. INSURANCE. For the duration of the Work, Contractor shall maintain: (i) commercial general liability insurance in the amount of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; (ii) automobile liability insurance in the amount of not less than $1,000,000 combined single limit; (iii) umbrella or excess liability insurance in the amount not less than $3,000,000 per occurrence and $3,000,000 in the aggregate; and (iv) worker's compensation insurance as required by law and employer's liability insurance in the amount of not less than $500,000 each accident, $500,000 disease, policy limit, and $500,000 disease, each employee. Contractor's liability insurance shall be primary. **The Owner, the Roman Catholic Diocese of Raleigh, and Bishop Luis Rafael Zarama will be named as additional insureds under Contractor's commercial general liability, automobile liability, and umbrella or excess liability policies.** Contractor shall verify that all subcontractors maintain adequate commercial general liability insurance, worker's compensation, automobile liability insurance, and umbrella or excess liability insurance.

Instructions for Contractor's Certificate of Liability Insurance

Prior to commencing work, Contractor agrees to provide certificate(s) of insurance to Owner evidencing the required insurance coverages along with an endorsement to its commercial general liability, automobile liability, and umbrella or excess liability policies evidencing the additional insured status of the Owner, Diocese, and Bishop.

Certificate Holder: **Luis Rafael Zarama, Bishop of the Roman Catholic Diocese of Raleigh**
7200 Stonehenge Drive
Raleigh, NC 27613
C/O (Enter legal name of parish or location, and city)__________________**, NC**
(Parish or Location Legal Name)

In the Description of Operations, include a brief description of the work and the following text:

" (Enter legal name of parish or location, and city)__________________**, NC, the Roman**
(Parish or Location Legal Name)
Catholic Diocese of Raleigh, and Bishop Luis Rafael Zarama are listed as Additional Insured for Commercial General Liability, Automobile Liability, and Umbrella or Excess Liability"

8. NO WAIVER OF SUBROGATION. Owner does not waive or limit any rights of recovery against Contractor for any damages resulting from the negligent or intentional acts of Contractor associated with the Agreement and/or on Owner's property.

9. INDEMNIFICATION. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless Owner, the Roman Catholic Diocese of Raleigh, and Bishop Luis Rafael Zarama, and their respective officers, members, managers, employees, and agents (all of the foregoing, "Indemnitees") from and against any loss, liability, claims, demands, causes of action, damage, cost, and/or expense (including reasonable attorneys' fees and expenses) which may be asserted against any of them or which they may incur or pay out, to the extent arising out of or related to: (a) the work and/or materials supplied by, or acts or omissions of, Contractor and/or any of its Subcontractors and/or material suppliers; and/or (b) claims by any party claiming by, through or under Contractor or any Subcontractor; and/or (c) Contractor's breach of its obligations under this Agreement. The obligations of Contractor hereunder shall survive the completion of Contractor's Work under this Agreement or the earlier termination or expiration of this Agreement.

10. TERMINATION. Owner may terminate Contractor's performance of services under this Agreement for default upon giving at least fifteen (15) days' prior written Notice to Contractor, specifying the nature of the default, during which time Contractor shall have the opportunity to cure such default if it is of such nature that it can reasonably be cured in a timely manner. In such a case, Owner's liability hereunder will terminate as of the termination date specified in such Notice, except that Owner will remain liable for any payments for Work earned by Contractor, through the effective date of termination (which amounts Owner may offset against any amounts properly due and owing to Owner from Contractor). If Owner has paid in advance for any work, Contractor shall refund or credit to Owner the portion of such advance payment allocable to the period after the termination date.

11. ENTIRE AGREEMENT; SUPERSEDING INCONSISTENT DOCUMENTS. This Agreement may only be amended in writing signed by the party against which enforcement is sought. This Agreement constitutes the entire agreement between Owner and Contractor and supersedes all prior agreements or understandings between Owner and Contractor, whether written or oral, relating to the same subject matter. The provisions of this Agreement govern and supersede any inconsistent language contained in **Exhibit A** or any purchase orders or invoices of Contractor.

12. COUNTERPARTS; FACSIMILE AND ELECTRONIC VERSIONS. This Agreement may be executed simultaneously or in separate counterparts, and any of the parties to this document may execute it by signing counterpart signature pages, all of which taken together shall constitute one and the same document. Signatures transmitted by facsimile or as emailed PDF or other similar electronic versions shall be binding as originals, and the parties hereto hereby waive any defenses to the enforcement of the terms of this document based upon the form of signature. If facsimile signatures or emailed PDF or other electronic copies are used to exchange signed documents, the parties will each forward original counterpart signatures to the other promptly after delivery of the facsimile signatures or PDF copies, but the failure to do shall not invalidate this Agreement.

13. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of North Carolina, and venue of any action shall be in Wake County or the County in North Carolina in which the work is performed.

Owner	**Contractor**
(Enter legal name of parish or location, and city)	(Enter name of contractor/vendor)
(Parish or Location Legal Name)	*(Contractor Legal Name)*
Signature: ____________	Signature: ____________
Name: ____________	Name: ____________
Title: Pastor/Administrator	Title: ____________
Date: ____________	Date: ____________

EXHIBIT A - DESCRIPTION OF WORK

(attach original vendor contract or proposal here)