

**Standard Work for Hire Agreement**  
**Projects Ranging \$10,000 - \$75,000**

Note: this page should not be included with the final agreement documents

- Contract Approval:** Prior to execution, the completed agreement along with the original proposal and completed Certificate of Insurance should be sent for review and approval to Michael Wengenroth, Director of Property, Construction, & Risk Management, at [michael.wengenroth@raldioc.org](mailto:michael.wengenroth@raldioc.org).
  
- Expenditure Approval:** An expenditure approval request should be sent to Peter Ciulla, Director of Financial Planning and Analysis, at [peter.ciulla@raldioc.org](mailto:peter.ciulla@raldioc.org), along with confirmation of the funding source and approvals by both the Pastor/Administrator and the Parish Finance Council.
  
- Change Order Approval:** Any changes to the contract cost after execution of this agreement should be documented on a written Change Order and be sent to the Diocese for review and approval prior to accepting the change or any work being performed.

*This standard agreement is provided by the Diocesan Office of General Counsel and Office of Property and Construction and is intended for use on projects costing between \$10,000-\$75,000.*

*This form may also be used for projects under \$10,000. Please note that any project to erect or modify any permanent structure should be sent to the Director of Property, Construction, & Risk Management for review, even if under \$10,000.*

*For contracts over \$75,000 or any questions regarding the approval process or terms of the agreement, please contact the Director of Property, Construction, & Risk Management directly.*



This Work for Hire Agreement (this “Agreement”) is made effective as of: \_\_\_\_\_  
*(Date)*

by and between: \_\_\_\_\_, NC  
*(Parish/School, City)*

and Contractor: \_\_\_\_\_  
*(Name of Contractor)*

of \_\_\_\_\_  
*(Contractor Address, City, State ZIP)*

In this Agreement, the party who is contracting to receive the services shall be referred to as the “Parish/School,” and the party who will be providing the services shall be referred to as the “Contractor.”

**1. DESCRIPTION OF WORK.** Contractor will perform the work described in the attached Exhibit \_\_\_\_ (collectively, the “Work”), in a competent, good workmanlike manner. The Exhibit \_\_\_\_ is an integral part of this Agreement. The Work shall be performed at \_\_\_\_\_.  
*(Address/Location of Work)*

**2. PAYMENT FOR WORK.** The Parish/School will pay compensation to Contractor for the Work in the amount set forth in the Exhibit \_\_\_\_, but not to exceed \$\_\_\_\_\_, except with prior written approval in the form of a change order, signed by both the Parish/School and Contractor detailing the scope and total cost of the change. Payment shall be made not later than \_\_\_\_ 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. 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 the Parish/School and Contractor.

**4. RELATIONSHIP OF PARTIES.** It is understood by the parties that Contractor is an independent contractor and not an agent or employee of the Parish/School. The Contractor has no authority to enter into any agreement with other parties that binds the Parish/School. The Parish/School 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.

**5. 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 the Parish/School. 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 the Parish/School all

records, notes, documentation, and other items related to the Parish/School that were used, created, or controlled by Contractor during the term of this Agreement.

**6. INSURANCE.** While Contractor is performing operations at the Parish/School, 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 **Parish/School, 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.

**Prior to commencing work, Contractor agrees to provide certificate(s) of insurance to the Parish/School 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 Parish/School, Diocese, and Bishop.**

**7. INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the Parish/School, 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.

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

**9. TERMINATION.** The Parish/School 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 the 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, the Parish/School's liability hereunder will terminate as of the termination date specified in such Notice, except that the Parish/School will remain liable for any payments for Work earned by Contractor, through the effective date of termination (which amounts the Parish/School may offset against any amounts properly due and owing to the Parish/School from Contractor). If the Parish/School has paid in advance for any work, Contractor shall refund or credit to the Parish/School the portion of such advance payment allocable to the period after the termination date.

**10. 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 the Parish/School and Contractor and supersedes all prior agreements or understandings between the Parish/School 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 the Exhibit \_\_\_ or any purchase orders or invoices of Contractor.

**11. 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.

**12. 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.

**PARTY CONTRACTING SERVICES:**

**PARTY PROVIDING SERVICES:**

\_\_\_\_\_  
*(Parish/School, City)*

\_\_\_\_\_  
*(Name of Contractor)*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Pastor/Administrator

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

***For Certificate of Liability Insurance, Certificate Holder should be “Luis Rafael Zarama, Bishop of the Roman Catholic Diocese of Raleigh” with the address of “7200 Stonehenge Drive, Raleigh, NC 27613 C/O (Name of Parish/School, City), NC”.***

***Also, in the Description of Operations, include a description of the work and the text: “ (Name of Parish/School, City), NC, the Roman 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 only with regards to work performed at (Project Address) ”.***

**EXHIBIT \_\_\_\_ - DESCRIPTION OF WORK**  
(attach original contract or proposal here)