CONTRACTOR SERVICES AGREEMENT

This contractor services agreement ("Agreement") is made as of the _____ day of _____, 20___, by and between Wake Forest University, a North Carolina nonprofit corporation ("Wake Forest") and _____, a _____ *[state]* _____ *[type of entity – corporation, limited liability company, partnership, sole proprietorship etc.]* ("Contractor"), whose address is _____.

1.0 Term of Agreement

The term of this Agreement is from _____, 20____, through _____, 20____.

2.0 Scope of Work/Compensation

2.01 The services to be provided under this Agreement (the "Work") are described in Schedule A attached and incorporated herein or in an applicable Work Authorization executed by the parties. Wake Forest will pay Contractor as provided in Schedule B attached and incorporated herein or in an applicable Work Authorization executed by the parties.

2.02 Unless otherwise provided in Schedule B, Wake Forest will pay Contractor monthly within 30 days after Wake Forest's receipt and approval of Contractor's monthly statement, prepared in such form and detail as Wake Forest may specify.

2.03 Contractor will not incur costs for performance of services in excess of the amounts set forth in Schedule B or the applicable Work Authorization without prior written approval of Wake Forest's Authorized Representative under this Agreement, who is_____[*insert name and address of WFU contact*].

3.0 Requirements of Performance

3.01 Independent Contractor

In performing services under this Agreement, Contractor is and will be deemed an independent contractor. Contractor will not act as nor be an agent or employee of Wake Forest. Contractor will be solely responsible for determining the means and methods for performing the services described in Schedule A or the applicable Work Authorization.

3.02 No Assignment

This Agreement may not be assigned by Contractor.

3.03 Risks/Insurance

3.03.1 All of Contractor's activities will be at its own risk.

3.03.2 Contractor is hereby given notice of its responsibility for arrangements to guard against physical, financial, and other risks as appropriate.

3.03.3 Contractor will maintain workers' compensation insurance as required by North Carolina law, and will maintain standard commercial general liability insurance with minimum coverage of $1,000,000 per occurrence and $3,000,000 annual aggregate and business automobile insurance for owned and non-owned vehicles with coverage of not less than $1,000,000 single limit. Contractor shall provide to Wake Forest's Authorized Representative a certificate of insurance evidencing the coverage required herein prior to performing any services under this Agreement.

3.03.4 Contractor will ensure that any subcontractors engaged to perform services through Contractor have workers' compensation, commercial general liability, and business automobile insurance in the amounts and as otherwise provided in this Agreement. Contractor agrees to indemnify, hold harmless, and defend Wake Forest against any and all claims or losses as a result of the failure of any subcontractor to have and maintain such insurance during the performance of any subcontracted services under this Agreement.

3.04 Standard of Care/Observance of Laws

3.04.1 Contractor warrants that it will perform its services under this Agreement utilizing the professional care, skill, and diligence normally provided by similarly situated contractors performing similar services.

3.04.2 Contractor will observe and abide by all applicable laws, rules and regulations, including but not limited to rules and policies of Wake Forest made known to Contractor.

3.04.3 Contractor shall be responsible for initiation of, maintaining and supervising safety precautions and programs for the Work, including all those required by law.

3.05 Time of Performance

Services will be provided in a timely manner. Contractor will notify Wake Forest promptly of any anticipated delay in performance of services and will utilize its best efforts to mitigate any such delay.

3.06 Warranty and Correction of Work

3.06.1 Contractor warrants to Wake Forest that materials and equipment furnished under this Agreement will be of good quality and new, that the Work will be free from defects and will conform with the requirements of this Agreement, including but not limited to the specifications and descriptions set forth in Schedule A. Work not conforming to these requirements may be considered defective.

3.06.2 If within one year of completion and acceptance of the Work by Wake Forest (or, for those systems, materials, products, components or services for which a longer warranty or guarantee period is specified in Schedule A, within those longer periods following completion and acceptance of the Work), any of the Work is found not to be in accordance with the requirements of this Agreement, including but not limited to the specifications and descriptions set forth in Schedule A, Contractor shall correct such Work promptly after receipt of written notice from Wake Forest to do so, unless Wake Forest has previously given Contractor a written acceptance of such condition. If Contractor fails to correct nonconforming Work within a reasonable time after notice from Wake Forest, Wake Forest may correct such Work and shall be entitled to reimbursement from Contractor for all costs associated with such correction.

4.0 Confidentiality/Ownership of Performance Materials/Use of Name and Marks

4.01 Contractor agrees to the confidentiality and non-disclosure provisions attached and incorporated herein as Schedule C.

4.02 Contractor hereby grants to Wake Forest all rights of ownership (including all intellectual property rights) in, and the complete and unrestricted use of, all drawings, documents, videotapes, CDs and other tangible items prepared or

produced by Contractor in connection with its performance under this Agreement ("Performance Materials"). Contractor agrees to use Performance Materials only in connection with the services it provides under this Agreement. Contractor shall not use any of Wake Forest's or its affiliates' names, logos, or marks in any printed materials or any website or other communication without the advance review by and written consent of Wake Forest.

4.03 Upon the expiration or termination of this Agreement, Contractor will immediately deliver to Wake Forest all Performance Materials, all Confidential Information in Contractor's possession and all other property belonging to Wake Forest.

4.04 In the event of a breach or threatened breach of the paragraphs of this section, Contractor acknowledges that Wake Forest will not be fully compensated by money damages alone, and accordingly, Wake Forest, in addition to other available legal or equitable remedies, is entitled to an injunction against such breach or threatened breach without any requirement to post bond as a condition of such relief.

5.0 Termination and Suspension

5.01 Termination

5.01.1 Wake Forest may terminate this Agreement in whole or in part for any reason, including convenience, upon payment to Contractor of amounts due for services properly rendered up to the time of termination.

5.01.2 Upon termination, the obligations of Wake Forest and Contractor to one another under this Agreement, or under the part of this Agreement that is terminated, as applicable, will cease, except for those obligations which, by their nature, survive termination, including without limitation those set forth in section 4.

5.01.3 If only a part of this Agreement is terminated by Wake Forest, Contractor will continue to perform all services applicable to any part of the Agreement not terminated.

5.01.4 In no event will Wake Forest be liable to Contractor for any anticipated profits in connection with any termination of this Agreement in whole or in part by Wake Forest.

5.02 Suspension

5.02.1 Wake Forest reserves the right to suspend this Agreement in whole or in part for its convenience upon giving one week's advance written notice to Contractor.

5.02.2 Contractor promptly will advise Wake Forest in writing of any costs it will necessarily incur as a result of Wake Forest's suspension. Any reimbursement of such costs will be limited to Contractor's necessary and reasonable costs incurred as a direct result of the suspension and will be subject to Wake Forest's verification and approval.

5.02.3 Contractor will resume performance of services under this Agreement promptly upon written notice from Wake Forest.

6.0 Changes

6.01 Wake Forest may, at any time, make changes to the scope of services to be provided under this Agreement by an order in writing given to Contractor by Wake Forest's Authorized Representative ("Change Order").

6.02 Contractor and Wake Forest will negotiate an equitable adjustment, if appropriate, in accordance with the terms of this Agreement for services covered by any Change Order.

6.03 No payment for any changes will be made unless performed pursuant to a Change Order.

7.0 Indemnification

To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless Wake Forest from any claim, damage, liability, injury, expense, or loss arising out of Contractor's performance under this Agreement, except to the extent caused by the sole negligence of Wake Forest.

8.0 Complete Understanding/Modification or Amendment

8.01 This Agreement constitutes the complete understanding of the parties and supersedes any prior agreements. This Agreement may be modified or amended only in a writing signed by both parties.

8.02 This Agreement will be governed by the laws of the State of North Carolina.

9.0 Agreement to Mediate Disputes

Should a dispute between Contractor and Wake Forest arise in connection with this Agreement, Contractor and Wake Forest agree to use their best efforts to resolve the dispute through negotiation. If the dispute cannot be resolved through negotiation, Contractor and Wake Forest agree to submit the dispute to mediation with a mediator chosen jointly. All costs of the mediation will be shared equally.

10.0 Payment of Attorneys' Fees and Other Costs

Should either party be required to seek the services of an attorney to enforce its rights under this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees, in addition to any other relief to which it may be entitled.

11.0 Non-Solicitation/Non-Competition

During the term of this Agreement and for a period of 180 days after termination, Contractor agrees not to solicit the services of or employ any employee of Wake Forest with whom Contractor has had contact in the course of Contractor's providing services to Wake Forest.

12.0 Severability

Should any provision of this Agreement be held to be void or unenforceable, the remaining provisions shall remain in full force and effect.

13.0 Additional Provisions

Additional provisions to this Agreement, if any, are set out in Schedule D attached and incorporated herein.

In witness whereof, the parties have caused this Agreement to be duly executed as of the day and year first above written.

	Contractor:
Wake Forest University	_____
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

SCHEDULE A
to
Contractor Services Agreement
between
Wake Forest University and _____

SCOPE OF WORK

1. Contractor shall provide services [*as follows:/as described in Contractor's bid proposal attached hereto and incorporated herein by reference as Exhibit A-1*].

2. Contractor shall not enter into any subcontractor arrangements without the advance written approval of Wake Forest's Authorized Representative.

EXHIBIT A-1
TO
SCHEDULE A
To
Contractor Services Agreement
between
Wake Forest University and _____

SCHEDULE B
to
Contractor Services Agreement
between
Wake Forest University and _____

COMPENSATION

1. Contractor will be compensated by Wake Forest for the Work to be performed under this Agreement

[Choose one of the following two bracketed payment arrangements]

- *[at the rate of $_____ per hour, such rate to remain fixed for the term of this Agreement/ for the fixed sum of $_____/in accordance with the schedule shown in attached Exhibit B-1].**

- *[in the total amount of **$**_____. Wake Forest will pay ____% of the total amount upon execution of this Agreement.*

Invoices and supporting documentation as required by Wake Forest shall be submitted by Contractor on a monthly basis. Progress payments made during the performance of the Work shall not be construed as final approval or final acceptance. Final invoices are to be delivered to Wake Forest no later than 90 days after completion date of project. Invoices will be prominently stamped or indicated with the word FINAL. Wake Forest shall pay Contractor within 30 days after receipt of Contractor's invoices for Work properly performed and invoices and supporting documentation submitted as required herein

[Add the following bracketed language if you will require retainage be withheld]

[, less the sum of five percent (5%) of each invoice total as retainage]. Provided that Contractor has satisfactorily completed the Work in accordance with this Agreement, Wake Forest will pay all such retainage, along with all final amounts due Contractor, upon Contractor's presentation of a final invoice.]

With each invoice, Contractor shall submit a signed and notarized partial waiver and release of claims and liens in the form set forth in Exhibit 1 to this Schedule B. Contractor's final invoice shall be accompanied by signed and notarized final waivers and releases of claims and liens from Contractor and its subcontractors in the forms set forth in Exhibit 2 to this Schedule B.

This compensation covers all costs to Wake Forest except as otherwise provided in this Agreement.

2. *[Wake Forest will reimburse Contractor, at Contractor's actual cost with no markup, for the following expenses:*

- *out-of-town travel approved in advance by the Authorized Representative*]

* Compensation to Contractor, whether per hour or otherwise, shall be as specified herein or in a later Work Authorization issued by Wake Forest and accepted by Contractor.

EXHIBIT 1
TO
SCHEDULE B

STATE OF NORTH CAROLINA
COUNTY OF _____

CONTRACTOR'S PARTIAL RELEASE AND WAIVER OF LIENS
(SUBMIT WITH EVERY APPLICATION FOR PAYMENT)

The undersigned, being duly sworn, deposes and states as set forth below.

1. The undersigned, under a contract with Wake Forest University ("Owner") has furnished labor, services and materials on the premises and improvements known as [*insert name*], located at Wake Forest University in Winston-Salem, North Carolina (the "Property").

2. Except as listed below, and except as to applicable retainages, if any, all labor, services and materials furnished on the Property through the last date of the previous Application for Payment submitted by the undersigned have been paid in full.

3. Effective upon receipt of $ _____ in payment of the amount owed, and except as to applicable retainages, if any, the undersigned, for itself and any person or entity with which it has contracted for any portion of the labor or materials supplied pursuant to the undersigned's contract referenced above or claiming under or through the undersigned, forever waives, releases and relinquishes any and all claims or rights of lien, liens, and claims of whatever kind, in law or equity, that the undersigned and any person or entity with which it has contracted for any portion of the labor or materials supplied pursuant to the undersigned's contract referenced above or claiming under or through the undersigned, may now or in the future have against the Owner of the Property or its affiliated companies, officers, directors, shareholders, agents, employees, representatives, sureties, trustees, successors and assigns or against the Property or against the funds due or to become due on account of or in any way connected with labor, services and materials furnished on the Property through the date of this affidavit.

4. To the extent a notice of claim of lien on funds has been served, the undersigned has deposited with the clerk of court a corporate surety bond in accordance with N.C.G.S. § 44A-16(6) for any notice of claim of lien on funds that has been served on the Owner or the undersigned, and any such notice has been discharged.

Signed and sealed this _____ day of _____, _____.

_____

(SEAL) By: _____

Title: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, _____.

_____
Notary Public

My commission expires: _____

EXHIBIT 2
TO
SCHEDULE B

STATE OF NORTH CAROLINA
COUNTY OF _____

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIENS
(Contractor to submit with final Application for Payment)

The undersigned, being duly sworn, deposes and states as set forth below.

1. The undersigned, under a contract with Wake Forest University ("Owner") has furnished labor, services and materials on the premises and improvements known as [*insert name*], located at Wake Forest University in Winston-Salem, North Carolina (the "Property").

2. Except as to applicable retainages, if any, all labor, services and materials furnished on the Property through the last date of the previous application for payment submitted by the undersigned have been paid in full.

3. Effective upon receipt of $ _____, the undersigned, for itself and any person or entity with which it has contracted for any portion of the labor or materials supplied pursuant to the undersigned's contract referenced above or claiming under or through the undersigned, forever waives, releases and relinquishes any and all claims or rights of lien, liens, and claims of whatever kind, in law or equity, that the undersigned and any person or entity with which it has contracted for any portion of the labor or materials supplied pursuant to the undersigned's contract referenced above or claiming under or through the undersigned, may now or in the future have against the Owner of the Property or its affiliated companies, officers, directors, shareholders, agents, employees, representatives, sureties, trustees, successors and assigns or against the Property or against the funds due or to become due on account of or in any way connected with labor, services and materials furnished on the Property through the date of this affidavit.

4. To the extent a notice of claim of lien on funds has been served, the undersigned has deposited with the clerk of court a corporate surety bond in accordance with N.C.G.S. § 44A-16(6) for any notice of claim of lien on funds that has been served on the Owner or the undersigned, and any such notice has been discharged.

Signed and sealed this _____ day of _____, _____.

_____

(SEAL) By: _____

Title: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, _____.

_____
Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

SUBCONTRACTOR'S FINAL RELEASE AND WAIVER OF LIENS

(Subcontractors and Suppliers to submit with final Application for Payment)

The undersigned, being duly sworn, deposes and states as set forth below.

1. The undersigned, under a contract with _____ ("Contractor or Subcontractor") has furnished labor, services and materials on the premises and improvements known as [*insert name*], located at Wake Forest University in Winston-Salem, North Carolina (the "Property"), owned by Wake Forest University ("Owner").

2. Except as to applicable retainages, if any, all labor, services and materials furnished on the Property through the last date of the previous application for payment submitted by the undersigned have been paid in full.

3. Effective upon receipt of $ _____, the undersigned, for itself and any person or entity with which it has contracted for any portion of the labor or materials supplied pursuant to the undersigned's contract referenced above or claiming under or through the undersigned, forever waives, releases and relinquishes any and all claims or rights of lien, liens, and claims of whatever kind, in law or equity, that the undersigned and any person or entity with which it has contracted for any portion of the labor or materials supplied pursuant to the undersigned's contract referenced above or claiming under or through the undersigned, may now or in the future have against the Owner of the Property or its affiliated companies, officers, directors, shareholders, agents, employees, representatives, sureties, trustees, successors and assigns or against the Property or against the funds due or to become due on account of or in any way connected with labor, services and materials furnished on the Property through the date of this affidavit.

4. To the extent a notice of claim of lien on funds has been served, the undersigned has served on the Owner and Contractor a cancellation in full of any notice of claim of lien on funds previously served by the undersigned on either the Contractor or the Owner.

Signed and sealed this _____ day of _____, _____.

_____
(name of Subcontractor or Supplier company)

(SEAL) By: _____
(signature)

_____
(printed name) (title)

STATE OF NORTH CAROLINA

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, _____.

_____
Notary Public

My commission expires: _____

SCHEDULE C
to
Contractor Services Agreement
between
Wake Forest University and _____

CONFIDENTIALITY AND NON-DISCLOSURE

1. Contractor will not at any time, either during the term of this Agreement or thereafter, use for its own benefit or divulge, furnish or otherwise make available, either directly or indirectly, to any person or entity any information regarding Wake Forest and its operations, all of which, for purposes of this Agreement, are deemed to be confidential ("Confidential Information"). Contractor shall keep all Confidential Information in strict confidence.

2. Information shall not be deemed confidential and Contractor shall have no obligation with respect to any information which:

   a. is or becomes publicly known through no wrongful act of Contractor;

   b. is known by Contractor prior to Contractor's entering into this Agreement;

   c. is independently developed by Contractor; or

   d. is approved for disclosure by written authorization of Wake Forest.

SCHEDULE D
to
Contractor Services Agreement
between
Wake Forest University and [Contractor]

ADDITIONAL PROVISIONS

Governing Provisions in Event of Inconsistencies. To the extent that the provisions of the Contractor's proposal attached to Schedule A are inconsistent with any of the provisions of the Agreement, the provisions of the Agreement shall control.

Compliance with Laws. Contractor shall at all times and upon completion of the services required under this Agreement leave Wake Forest's property in a condition that complies with all applicable federal, state and local laws, rules and regulations. In the event that federal, state or local authorities require removal and disposal of any items remaining on such property resulting from Contractor's services, Contractor agrees to remove and dispose of such items in accordance with all applicable federal, state and local laws, rules and regulations at no additional charge to Wake Forest.

Permits. Contractor shall provide copies of all required permits for the conduct of the services to Wake Forest immediately upon issuance. Contractor shall not perform any work required to be permitted without having obtained the required permit.

Professional Liability Insurance. Any and all professional engineering services included in the Work described in Schedule A shall be performed by licensed professional engineers, all of whom shall carry (in addition to the other insurance required under this Agreement) professional liability (errors and omissions) insurance with a minimum of $1,000,000 coverage. Proof of such insurance shall be provided to Wake Forest prior to the commencement of Work.

Liquidated Damages. The Contractor acknowledges that Wake Forest will suffer substantial damage if the Contractor does not complete the Work within the time required by this Agreement, but that the amount of such damage cannot be precisely ascertained at the time this Agreement is signed. Therefore, the Contractor agrees to pay Wake Forest as liquidated damages $_____ for each calendar day that the Work is delayed beyond the time required by this Agreement.

Early Completion Bonus. For each calendar day that the Work is completed in advance of the time required by this Agreement, the Contractor shall be entitled to an early completion bonus of $_____.

Construction and Demolition Waste Management Plan. Contractor shall comply with the Construction and Demolition Waste Management Plan provisions set forth on the attached Schedule D-1.

SCHEDULE D-1
to
Contractor Services Agreement
between
Wake Forest University and [Contractor]

Construction and Demolition ("C&D") Waste Management Plan

Before the start of demolition, Contractor will submit a C&D waste management plan (the "Plan") to the Authorized Representative and/or the architect for approval, in which Contractor shall:

1. Indicate how Contractor proposes to maximize C&D waste for reuse and recycling.
2. Include a list of reuse facilities, recycling facilities and processing facilities that will be receiving the recovered materials (including take back by Wake Forest or on-site auctions.)
3. If some of the materials will be donated or sold on-site auctions, describe the process and identify the organizations that may receive the materials.
4. Indicate instances or situations where compliance with the requirements of this specification do not apply or do not appear to be possible.
5. Identify each type of waste material to be reused or recycled and estimate the amount, by weight.
6. Provide an estimate of time requirements for demolition and for the removal of valuable reusable items and materials.
7. Provide a C&D site management plan.
8. Provide final accounting of disposition of recovered materials upon completion of project for final payments.

Pre-C&D Waste Management Meeting

1. Agenda: Prior to beginning work at the site, Contractor shall schedule and conduct a meeting with the Authorized Representative to:
   a. review the Plan and discuss procedures, schedules, coordination and specific requirements for waste materials recycling and disposal;
   b. discuss coordination and interface between Contractor, sub-contractors, architect, engineers, project manager, Authorized Representative, and other C&D activities;
   c. identify and resolve problems of compliance with requirements;
   d. record minutes of the meeting, identifying conclusions reached and matters requiring further resolution; and
   e. maintain waste management as an agenda item at future construction meetings.
2. Attendees: Contractor and related Contractor personnel associated with work of this section, including personnel in charge of the waste management program; architect; engineers; material and equipment suppliers where appropriate; and such additional Wake Forest personnel as the Authorized Representative deems appropriate.
3. Plan Revision: Contractor will make revisions to the Plan agreed upon during the meeting and incorporate resolutions agreed to be made subsequent to the meeting. Contractor will submit revised plan to architect or the Wake Forest personnel as the Authorized Representative deems appropriate for approval.

Implementation

Following submission of the Plan and the Pre-C&D Waste Management Meeting, Contractor shall:

1. Designate an on-site party responsible for instructing workers and implementing the Plan.
2. Distribute copies of the Plan to the job site foreman and each subcontractor (if applicable).
3. Include waste management and recycling in Contractor's worker orientation.
4. Provide on-site instruction on appropriate separation, handling, recycling, and recovery methods to be used by all parties at the appropriate stages of the work at the site.
5. Also include discussion of waste management and recycling in regular job meeting and job safety meetings conducted during the course of work at the site.
6. Conduct construction and demolition in such a manner as to minimize damage to trees, plants and natural landscape environment.
7. Arrange for adequate collection and transportation to deliver the recovered materials to the approved recycling center or processing facility.
8. Maintain records accessible to the Authorized Representative for verification of diversion of recovered waste materials.

The following materials will be collected for recycling ***[Edit to suit project]***:

1. Asphalt
2. Concrete and concrete blocks
3. Tile and masonry materials
4. Ferrous metal
5. Non-ferrous metals, e.g., copper and aluminum
6. Untreated lumber
7. Plywood, OSB and particle board
8. Gypsum wallboard scrap
9. Paper and cardboard
10. Beverage containers
11. Insulation
12. Rigid foam
13. Glass
14. Carpet and pad
15. Trees and shrubs
16. Soil