GUIDELINES ON COMPLETION AND USE OF CONTRACTOR SERVICES AGREEMENT, CONSULTING SERVICES AGREEMENT, WORK AUTHORIZATION AND CHANGE ORDER

The University frequently seeks the assistance of outside, third-party contractors to perform specialized services that University employees, for various reasons, cannot provide. Oftentimes, University personnel who solicit the services of outside contractors receive a proposal or letter agreement from the contractor which will be presented as the contract to be signed. As these outside service providers' documents frequently contain general terms and conditions that conflict with the University's standard, approved provisions, signing such a proposal should be avoided. The University's Legal Department has developed the following templates that can be used for agreements with these outside contractors. If you have questions or need help with a contract, Legal Department personnel will be happy to provide assistance. We are always available to review draft agreements before you send them for signature.

Note: Legal Department review is required for any contract of $100,000 or more and for any changes to the terms set forth in the templates. Large, complex construction projects may require the use of an AIA Contract template (standard form of agreement between Owner and Contractor for construction projects) rather than our standard Contractor Services Agreement template. Contact the Legal Department if you have questions regarding which contract to use for your project.

The following tips will help you understand how to use and complete the various templates.

Contractor Services Agreement – The Contractor Services Agreement template is ideal for small construction projects, landscaping, security services, etc.

Consulting Services Agreement – The Consulting Services Agreement template is similar to the Contractor Services Agreement, but is tailored more for desk-oriented work such as business analysis, feasibility studies, web design, etc.

Work Authorization – The Work Authorization template is used to add new services to an existing agreement with a contractor or consultant.

Change Order – The Change Order template is used to make changes, such as a term extension, to an existing agreement with a contractor or consultant.

Contractor Services Agreement

1. Contracting Party:

- Use the full legal name of the entity with whom the University will contract; this can usually be confirmed by viewing the website for the Secretary of State for the state in which the entity was formed.
- The designation of the type of entity will help determine who will sign the agreement (who has legal authority to bind the entity).
- The contract will be between Wake Forest University and the Contractor (departments within the University are not legal entities and cannot enter into contracts).

2. Term of Agreement:

- Specify the term; allow a sufficient amount of time for completion of the services so that no amendment extending the agreement will be necessary.
- The beginning date of the term should not be earlier than the effective date shown in the opening paragraph of the agreement.

3. Scope of Work/Compensation:

- The name and address of the University contact responsible for receipt and approval of the services being provided should be inserted in paragraph 2.3. If you wish, you may also include the email address and telephone number of the contact person.

4. Risks/Insurance:

- The Trust and Insurance Administrator on the Reynolda Campus or Risk Management personnel on the Bowman Gray campus can provide guidance on levels of insurance coverage that the Contractor will need to carry and produce evidence of before beginning work. When especially hazardous activities are contemplated in the Scope of Work, the adequacy of the insurance coverage should be confirmed by such personnel.
- Subcontractors performing portions of the work are required to carry insurance with identical coverage to that required of the Contractor signing the agreement.
- Additional professional liability insurance is required of Contractors whose services include those provided by licensed professionals (architects, engineers, designers, attorneys, accountants, for example).

5. Warranty and Correction of Work:

- A minimum one-year warranty of the work is required by this section; however, since a particular contractor's provided systems, materials, equipment, etc., may be accompanied in many instances by a longer warranty period, the language in this section permits such longer period, where applicable, to control.
- Warranties of the work are seldom included in proposals. This section ensures the University will be able to hold the Contractor to the performance of competent work.

6. Signature Block:

- Enter the full legal name of the contracting entity.
- There are policy guidelines regarding who has authority to sign contracts. If you are unsure who has authority to sign your contract, contact the Legal Department and we will assist you in determining who should sign.

7. Schedule A – Scope of Work:

- Specifics of the services the Contractor will provide will be detailed on the "Scope of Work" attached as Schedule A to the agreement. The template provides a choice between entering the details of the work to be provided on Schedule A or attaching a description of the services as Exhibit A-1.
- If the Scope of Work is long and detailed it is usually easier to attach it as Exhibit A-1. Excerpts from the Contractor's proposal detailing the services to be provided can be cut and pasted as Exhibit A-1, but the entire proposal itself should not be attached. Proposals generally contain terms that conflict with WFU's template contract. Cutting and pasting only the specifics of the services to be provided by the Contractor avoids the confusion of conflicting terms.
- Schedule A requires written consent by the Authorized Representative before the Contractor can enter into any subcontractor arrangements. Your files should include copies of such written consents.

8. Schedule B – Compensation:

- Specifics regarding compensation will be detailed on the attached Schedule B to the agreement. Several variants of payment arrangements are provided on the template. Choose one of the payment terms listed (or enter your specific terms here) and delete the choices listed that you don't use.
- Retainage provisions are provided in Schedule B for construction or other progress-oriented services where the leverage of the withheld amount may be beneficial to the University.
- In paragraph 2 of this schedule, indicate the terms of any additional expenses that will reimbursed (travel, out of pocket, etc.). Example: *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.*
- Lien waivers (shown in Exhibits 1 and 2 to Schedule B) should be required to be completed by the Contractor and subcontractors under any contract that calls for the Contractor's provision of labor or materials in the improvement of real estate or buildings owned by the University.

9. Schedule C – Confidentiality and Non-Disclosure:

- The Contractor is required to maintain the confidentiality of any information regarding Wake Forest and its operations during the term of this Agreement and thereafter.
- If the Contractor is going to have access to student records, personal information (social security numbers, etc.), or health information, you may wish to attach an

additional Privacy or Confidentiality Agreement specific to your department as Exhibit 1 to Schedule C.

10. Schedule D – Additional Provisions:

- These are additional provisions regarding Contractor's compliance with all laws, obtaining of proper permits, additional liability insurance for professionals, etc.
- This Schedule provides the language that our Contract will control in the event of conflicting terms with the Contractor's Proposal.
- Liquidated Damages – indicate a dollar amount that the Contractor will be charged for each day work is delayed beyond the time required by the Agreement. If this does not apply to your contract, enter "n/a" in the space for the dollar amount.
- Early Completion Bonus – If the Contractor is to be awarded a bonus amount for completing the project ahead of schedule indicate the amount here. If this does not apply to your contract, enter "n/a" in the space for the dollar amount.

If legal review is required by policy (contract amount is $100,000 or more) or work carries high risk, send the completed contract (with all attachments) to the Legal Department for review prior to sending for signatures.

Consulting Services Agreement

1. Contracting Party:

- Use the full legal name of the entity with whom the University will contract; this can usually be confirmed by viewing the website for the Secretary of State for the state in which the entity was formed. If the consultant is an individual who will be hired as an independent contractor, use his/her full legal name.
- The designation of the type of entity will help determine who will sign the agreement (who has legal authority to bind the entity).
- The contract will be between Wake Forest University and the Consultant (departments within the University are not legal entities and cannot enter into contracts).

2. Term:

- Specify the term; allow a sufficient amount of time for completion of the services so that no amendment extending the agreement will be necessary.
- The beginning date of the term should not be earlier than the effective date shown in the opening paragraph of the agreement.

3. Scope of Work/Compensation:

- The name and address of the University contact responsible for receipt and approval of the services being provided should be inserted in paragraph 2.3. If you wish, you may also include the email address and telephone number of the contact person.

4. Signature Block:

- Enter the full legal name of the contracting entity.
- There are policy guidelines regarding who has authority to sign contracts. If you are unsure who has authority to sign your contract, contact the Legal Department and we will assist you in determining who should sign.

5. Schedule A – Scope of Work:

- Specifics of the services the Consultant will provide will be detailed on the "Scope of Work" attached as Schedule A to the agreement. The template provides a choice between entering the details of the work to be provided on Schedule A or attaching a description of the services as Exhibit A-1.
- If the Scope of Work is long and detailed it is usually easier to attach it as Exhibit A-1. Excerpts from the Consultant's proposal detailing the services to be provided can be cut and pasted as Exhibit A-1, but the entire proposal itself should not be attached. Proposals generally contain terms that conflict with WFU's template contract. Cutting and pasting only the specifics of the services to be provided by the Consultant avoids the confusion of conflicting terms.
- Schedule A requires written consent by the Authorized Representative before the Consultant can enter into any subcontractor arrangements. Your files should include copies of such written consents.

6. Schedule B – Compensation:

- Specifics regarding compensation will be detailed on the attached Schedule B to the agreement. Several variants of payment arrangements are provided in section 1 of this schedule. Choose one of the payment terms listed (or enter your specific terms here) and delete the choices listed that you don't use.
- In paragraph 2 of this schedule, indicate the terms of any additional expenses that will be reimbursed (travel, out of pocket, etc.). Example: *Wake Forest will reimburse Consultant, at Consultant's actual cost with no markup, for the following expenses: out-of-town travel approved in advance by the Authorized Representative.*

7. Schedule C – Confidentiality and Non-Disclosure:

- The Consultant is required to maintain the confidentiality of any information regarding Wake Forest and its operations during the term of this Agreement and thereafter.
- If the Consultant is going to have access to student records, personal information (social security numbers, etc.), or health information, you may wish to attach an additional Privacy or Confidentiality Agreement specific to your department as Exhibit 1 to Schedule C.

If legal review is required by policy (contract amount is $100,000 or more) or work carries high risk, send the completed contract (with all attachments) to the Legal Department for review prior to sending for signatures.

Work Authorization

This template is designed to be used with both the Contractor Services Agreement and the Consulting Services Agreement. Enter either "Contractor" or "Consulting/ Consultant" (whichever corresponds to the agreement you are attaching the Work Authorization to).

1. Header:
- Enter the name of the Contractor/Consultant exactly as it appears in the original Agreement.
- Enter the effective date of the original Agreement you are attaching the Work Authorization to.

2. Work Authorization Number:
- You can attach numerous Work Authorizations to an Agreement. Begin numbering with 001; the next one would be 002, etc.

3. Effective Date:
- Enter the date the Contractor/Consultant will begin work on this new project.

4. Work Description:
- You can enter a description of the work the Contractor/Consultant will perform here, or attach Exhibit 1 to the Work Authorization and enter the description on that sheet.
- If you use Exhibit 1, make reference to it on the Work Authorization [Contractor/ Consultant will provide services as described on the attached Exhibit 1].

5. Completion Date:
- Enter the agreed upon completion date for Contractor's/Consultant's work on this project.
- Note: If services cannot be completed by the end of the term on the original Agreement this Work Authorization is being attached to, you will need to complete a Change Order form to extend the term of the original Agreement.

6. Compensation:
- Describe the compensation terms for the additional services.

7. Signatures:
- All Work Authorizations must be signed by both parties.
- Attach a copy of the fully-executed Work Authorization to the original agreement.

Change Order

This template is designed to be used with both the Contractor Services Agreement and the Consulting Services Agreement.

1. Change Order Date:
- This is the date the modification to the original agreement becomes effective.

2. Original Contract Parties:
- Enter the Contractor/Consultant's name as it appears on the original Agreement.

3. Original Contract For:
- Enter a brief description of the services to be performed by the Contractor/Consultant in the original agreement.

4. Contract Date:
- Enter the effective date of the original Agreement.

5. Change Order Number:
- There can be numerous Change Orders attached to an Agreement. Check to see if there were previous Change Orders, if not, this one would be number 001.

6. Change Order Date:
- Enter the date the changes initiated by this Change Order will take effect.

7. Description of Work:
- Enter a detailed description of the work being added or deleted by this Change Order. If the description is long and detailed you may want to attach a separate sheet as Exhibit 1 to the Change Order and reference it in the space provided here [see attached Exhibit 1 for description of services being added/deleted].

8. Change in Contract Schedule:
- If the original Scope of Work called for the Contractor/Consultant to provide certain deliverables (i.e.: reports, phase completion, etc.) by certain dates and those dates have been changed you will enter the new schedule in this space.

9. Contract Summary:
- Complete this section on all Change Orders. If you have any questions regarding how to complete this section please contact the Legal Department.

10. Signatures:
- All Change Orders must be signed by both parties.
- Attach a copy of the fully-executed Change Order to the original agreement.