

TELLER COUNTY GOVERNMENT INTERNAL DOCUMENT
INDEPENDENT CONTRACTOR / PROFESSIONAL SERVICES AGREEMENT
INSTRUCTIONS ON COMPLETION – FOR COUNTY DEPARTMENTS

Open the Professional Services Agreement (PSA) via CELIA <Forms> - there are 2 versions available:

- General PSA (this is the contract form most often needed)
- Construction PSA (this is the contract form for construction projects, some TDOT projects and some projects with a contract amount over \$50,000)

If you are not sure which contract is appropriate, please call and ask.

You will be able to type ON THE LINES within the document as it is formatted. Contact Cathy Fabiano or Dee Bordage at 689-2988 if you have any questions.

DO NOT CHANGE THIS AGREEMENT FORM IN ANY WAY, EXCEPT TO FILL IN YOUR INFORMATION AS EXPLAINED BELOW as these are legal documents. ** If you make changes to the PSA text, other than the changes specified below, you MUST provide a red-line version to Administration that shows those additional changes.

1. Page 1 – insert BASIC information required in the top half of the page.
 - Contract Number: is generally the line item the services will be paid from with current year at the end (i.e.: 01-1400-3950-000-2012 ← current year). However, this can be whatever you choose, so long as it is unique for each PSA.
 - Project Name: short description of what the services are being contracted for
 - County Department: the department which is utilizing the services
 - Contractor: Name of the Company or Individual who will be providing services.
NOTE – if an individual is being contracted, it is the responsibility of that individual you are contracting with to provide a business name, obtain any documentation, registration information etc., necessary for them to use the business name they provide. Otherwise use the individual's name with d/b/a and the name again with any title they use (i.e.: John Doe d/b/a John Doe Consultant).
Contractor name must EXACTLY match that of the W-9 and all signatures in the PSA.
 - Effective Date: Date services are to begin
 - Expiration Date: Date services will be completed by
 - Subject Matter: similar to Project Name – a more complete description of what services provided are for
 - Contract Amount: this will be the total dollars to be paid out through the duration of the contract/PSA
2. Below the BASIC information on Page 1, complete the Contractor name and address where indicated.

3. Page 2 – Section 2.1.1 – If Contractor has an Employer ID#, check the box (double click on box and a “Check Box Form Field Options” window will come up. In “Default Value” click on the radio button next to CHECKED, then click <ok> to exit the window. The box should now be checked. **If the box is NOT checked, Contractor must complete Attachment F.** If Contractor is providing only goods or materials and NO SERVICES, Section 2.1.2 does not need to be checked.
4. Page 2 – Section 2.1.2 – Applies when labor, time or effort (i.e. services) are being provided by the Contractor, check the box (see #3 above on how to check the box). **If this box IS checked, Contractor must complete Attachment E.**
5. Section 3.2 – insert the name of the County employee in your department who is to be the primary contact during the term of this agreement.
6. Section 4 – insert the completion date of the job/service to be performed (this should be the same as the Expiration Date at the top of Page 1).
7. Section 5 – insert the total maximum amount of money to be paid to Contractor during the term of this agreement. Enter as either the dollar amount in numbers (i.e.: \$8,000.00) or spell out in words (i.e.: Eight Thousand Dollars and No Cents).
8. Section 8 – Add any applicable requirements for Builders Risk, Performance or Payment Bonds, otherwise delete this phrase from PSA. (Remove the wording in red [Add Builders Risk Insurance, Payment Bonds, Performance Bonds – if applicable]).
9. Section 8.2 – insert the name of the County employee from your department who is to be the primary contact.
10. Section 9 – Fill in your department name (i.e.: Administration)
11. Section 21 – Attachments A, B, C & D are **ALWAYS** required. Attachments E and/or F are only required based on what boxes were or were not checked on Page 2 – Sections 2.1.1 and 2.1.2.
 - If Section 2.1.1 box is **NOT** checked, Attachment F is required (otherwise remove Attachment F wording from Page 11 – Section 21 including that in [red]).
 - If Section 2.1.2 box **IS** checked, Attachment E is required (otherwise remove Attachment E wording from Page 11 – Section 21 including that in [red]).

REVIEW CAREFULLY the last paragraph in Section 21. Generally “THIS AGREEMENT” (change to black lettering and remove brackets) and the wording [the Attachments] may be removed as well as the final sentence in [red].

However, occasionally you may need to use the wording “THE ATTACHMENTS” (change to black lettering and remove brackets). When the attachments shall control it is necessary to be very careful and consider each of the provision of those attachments (particularly where prepared by the Contractor), including, but not limited to arbitration requirements and any provision which might impact Colorado State government contracting limitations, which should not be overruled by anything in the attachments. Also, if there are multiple attachments, in the case of election of “The attachments shall control”, there should be a specified prioritization of control of the various attachments.

12. Section 31 – under the CONTRACTOR fill in the name of Contractor on the lines provided, as it appears on page 1. The remaining lines will be where the Contractor Representative will sign.
13. ATTACHMENT A Scope of Services – Provide an explanation of what specific services will be expected from the Contractor. You may attach a separate document if necessary.
14. ATTACHMENT B Payment Schedule – Include an explanation of how the Contractor is to be paid (i.e.: monthly invoices, lump sum at end of services etc.)
15. ATTACHMENT C Insurance Certificate(s) – Attach the insurance certificate. If not yet available, it may be attached at the time the Contractor signs the approved document. The Insurance Certificate **MUST BE PROVIDED PRIOR TO CONTRACTOR BEGINNING WORK**. Be sure to delete the instruction in [red].
16. ATTACHMENT D Form W-9 – must be completed with either the Employee ID# or SS#, whichever applies, and signed by Contractor on or before the time Contractor signs the approved document.
17. ATTACHMENT E Immigration Compliance Requirements – must be completed if the box in Section 2.1.2 has been checked. Insert the Contractor name on the line at the top of page 19 and again at the bottom of page 20. If this attachment is not needed, delete it.
18. ATTACHMENT F Affidavit – must be printed and completed by Contractor if the box in Section 2.1.1 has NOT been checked. If Attachment F is not being used because the box in Section 2.1.1 HAS been checked and the Contractor has an Employer ID#, this page of the document may be deleted. Otherwise, upon completion of this Attachment F, a County Employee must verify the identification provided by the Contractor and complete the bottom portion of this attachment.

OTHER NOTES:

PAYMENTS:

- Teller County will NOT issue payments to individuals. Contractors MUST provide a business name to contract with the County.
- It is the Contractor's responsibility to provide the business name that the payments will be issued to.
- The W-9 which is provided as an attachment (D) to the PSA contract must be completed to EXACTLY match the name on the first page of the PSA contract, and the signature pages. County payment will ONLY be issued to the name on the W-9.
- All invoices submitted for payment on the contract must be from the Contractor's business name as shown in the PSA contract and W-9.
- Finance will not **RELEASE** any payments if they have not been provided a correctly completed and signed PSA contract and W-9.

Warranty/form version:

Any performance and/or adequacy criteria, representations, and warranties should be added where applicable within the PSA contract, usually in Attachment A.

- Complete the Attachments to appropriately represent the scope of work and payment schedules.
- Request that the Contractor provide copies of insurance to be attached to the PSA contract.
- These **Notes on Use** pages are NOT to be included in the final contract form.
- If all Attachments are not to be used, delete the reference to each not being used from Section 21, and delete the Attachment form itself.
- Please **do not change the code letters** in the footnote at the bottom left of the agreement form.

WHAT TO DO WITH THE CONTRACT AFTER IT IS COMPLETE:

1. Review the entire contract and make sure that you have addressed all areas that need to have information completed as stated in the procedure above.
2. Forward the original PSA for signature to Administration prior to the packet deadline.
3. Forward the appropriate number of double-sided copies to Administration prior to the packet deadline. (Check with Administration on the # of copies needed, more are needed if there are candidates running for Commissioner seats).
4. Email the electronic PSA to fabianoc@co.teller.co.us
5. Once/if the BoCC approves and signs the PSA contract, you will receive the original PSA contract back to secure the Contractor's signature, completion of all required attachments, and to assure that the Contractor's signature was properly notarized.
6. If the W-9 form was not previously completed, it is your responsibility to get the completed and signed form to the Finance Department.
7. If the Proof of Insurance Certificate is provided to the County Representative AFTER approval of the contract, it is your responsibility to obtain the documentation and assure that the original PSA contract has the proof of insurance attached.
8. You, as the responsible department, keep the original PSA contract for your files. Should issues arise with the PSA contract it will be the department files that are referred to.
9. Once the original PSA contract has been executed by the Contractor, one full completed copy is to be provided to Administration and one to Finance.