

**TELLER COUNTY GOVERNMENT
INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES AGREEMENT
NOTES ON USE - FOR COUNTY DEPARTMENTS**

Open the professional services agreement and save it as a document in your computer. You should be able to type on the lines in the document and work with it the way it is formatted. Call Sheryl (689-2988) if you have difficulty.

Do not change this agreement form in any way, except to fill in your information as

explained in the numbered items below

1. Page 1 – insert the basic information asked for on top half of page.
2. Page 1 – Just below basic info under “...*this agreement*” insert the name and address of the business, organization you/we are contracting with. If the CONTRACTOR is an individual, it is the responsibility of the person you are contracting with to provide a business name to you to use. It is also the person’s responsibility to obtain any documentation, registration necessary for them to use the business name they provide. If you have questions, please contact Sheryl.
3. Section 3.2 - insert the name of the person from your department who is to be the primary contact during the term of this agreement in the shaded area.
4. Section 4 – insert, in the shaded area, the completion date of the job/service that is being performed under this agreement.
5. Section 5 – fill in the total amount of money to be spent during the term of this agreement in the space provided.
Section 5.1 – Make a choice as to how the sentence should read. If the contract amount is not to exceed a maximum the phrase in [] is to be used and the [] removed. If the contract does not include an not to exceed amount remove the phrase and the [].
6. Section 8 – If this Agreement is used regarding construction work, additional provisions should be added, including warranties, performance criteria, bonding, etc.
Section 8.1 – add information asked for, if it is available. If it is not used, delete this shaded area altogether. Look at the bottom and delete entire phrase or [] as applicable.
7. Section 9 – fill in your department name.
8. Section 21- last sentence, fill in “...*the terms of* [] with the correct words and remove the brackets and the words within them. If the election is made (which should be rarely) that the attachments are to control, it is necessary to be **very careful** and consider each of the provisions 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 such an election, there should be a specified prioritization of the order of control of the various attachments.

OTHER NOTES:

1. Teller County will not issue warrants to individuals. Contractors must provide a business name to Contract with the County.
2. The Contractor's business name on the first page of the Professional Services Contract is the only name that a warrant will be issued to.
3. It is the Contractor's responsibility to provide the business name that the warrants will be issued to.
4. The W-9 which is provided as an attachment to the Professional Services Contract must be completed to match the name on the first page of the Professional Services Contract.
5. All invoices submitted for payment on the contract must be from the Contractor's business name as shown the Professional Services Contract.
6. Finance will not **RELEASE** any warrants if they have not been provided a signed contract and a completed W-9 with a business name on the first page of the contract.
7. Any performance and/or adequacy criteria, representations, and warranties should be added where applicable.
8. Default provisions have not been included because of the provisions of Section 13. If Section 13 is substantially modified, default provisions should be considered/added.
9. Complete the Attachments to appropriately represent the scope of work, payment schedule.
10. Request that the contractor provide copies of insurance to be attached to the Contract.
11. If the proof of insurance is not available at the time the Board of County Commissioners consider approval of the contract then state that the information will be provided to the County Representative prior to commencement of Services under the contract.
12. This **Notes on Use** page is not to be included in the final contract form.
13. If all Attachments are not to be used, delete the reference to them in Section 21, and delete the Attachment form itself.
14. Please **do not change the code letters** in the footnote at the bottom left of the agreement form because this is how we determine that you have used the correct form.

WHAT TO DO WITH THE CONTRACT AFTER IT IS COMPLETE

- 1 Review the form and make sure that you have addressed all the areas that need to have information completed as stated above.
- 2 Forward the original and 7 copies to administration for review and approval by the Board of County Commissioners.

- 3 Once/if the Board of County Commissioners approve and sign the contract you will receive the contract back to secure the Contractor's signature and assure that the Contractor's signature was properly notarized.
- 4 If the W-9 form has not been completed it is your responsibility to get the completed form to Finance.
- 5 If the proof of insurance is provided to the County Representative after approval of the contract it is your responsibility to obtain the documentation and assure that the original contract has the proof of insurance attached.
- 6 You as the responsible department keeps the original contract for your files. Should issues arise with the contract it will be the department files that are referred to.
- 7 Once the contract has been executed by the Contractor a completed copy is to be provided to Administration and Finance.