

AGREEMENT FOR PROFESSIONAL SERVICES  
For **Enter type of services to be provided**. Services

This Agreement for Professional Services dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, is between County of Clear Creek, State of Colorado, a body corporate and politic, by and through its Board of County Commissioners (“County”), and **Enter Consultant’s Name**. (“Consultant”).

WHEREAS, the County desires to **Enter purpose of agreement**;

WHEREAS, Consultant is in the business and experienced with **Enter consultant’s area of expertise**;

WHEREAS, the parties desire to set forth here the terms and conditions of their relationship.

NOW, THEREFORE, for good and valuable consideration, the parties agree to the following:

1. Scope of the Work: The “Work” under this Agreement shall be to **enter scope of work, or “perform the work as described in exhibit D, attached hereto and incorporated herein for reference”**.

2. Consultant’s Performance: Consultant shall be responsible for the completeness and accuracy of the Work, supporting data and other documents prepared or compiled in performance of the Work, and shall correct, at its sole expense, all significant errors and omissions therein; provided that Consultant may rely on the accuracy and completeness of information provided to it by County unless expressly informed it should not. The fact that the County has accepted or approved Consultant’s Work shall not relieve Consultant of any of its responsibilities. Consultant shall perform the Work in a skillful, professional, and competent manner and in accordance with the standards of care, skill, and diligence applicable to **Enter field of experties**, with respect to similar work.

3. Time of Performance and Termination: Consultant shall commence the Work upon execution of this agreement and complete the Work no later than **Enter date of completion**..

Or

3. Time of Performance, Term and Termination

a) *Consultant shall commence the Work upon execution of this agreement.*

b) *The term of this agreement shall commence upon the date stated above and continue through **Enter date of completion**..*

c) *The Term shall automatically renew on January 1 succeeding expiration of the original or a renewal term, unless notice in writing is given by either party at least sixty (60) days before the next expiration date.*

NOTE: This agreement shall have no force or effect unless Consultant has executed and delivered to County Exhibit C hereto, if applicable, at the time of executing this agreement or within five calendar days thereafter.

4. Compensation and Payment: In consideration of its performance of the Work, the Consultant shall be paid a sum not to exceed \$Enter Contract Amount. Payment shall be made in accordance with the following:

a) **IF PROGRESS PAYMENTS ON FIXED SUMS PER TASK OR RATES**: The Consultant shall provide an itemized invoice based on the task and/or rates set forth in Exhibit E. The Consultant shall submit to County monthly invoices of the progress made and expenses incurred during the previous calendar month. Such invoices shall segregate the charges for work done by task and date, and shall describe the Work performed, the time incurred by each person performing work, and expenses incurred. Upon request, Consultant shall provide County with such other supporting information as County may request.

b) **IF SINGLE PAYMENT**: Payment will be made within thirty days following completion of the Work and Consultant's invoicing.

c) **IF REIMBURSABLE COSTS**: Reimbursable costs shall be billed monthly. For the purposes of this Agreement, the term "reimbursable costs" shall include only actual out-of-pocket expenses incurred by Consultant and his consultants in connection with the Work, except travel will be reimbursable by mileage rates provided in Exhibit E. Reimbursable costs shall not include telephone or postal charges. Reimbursable costs will include printing (sufficient copies as directed by County), fax and photo-reproduction costs at rates provided in Exhibit E. (Exhibit E notwithstanding, the cost of Consultant's subcontractors shall be reimbursed at only 100% of cost.)

d) The Consultant shall maintain comprehensive, complete and accurate records and accounts of its performance relating to this Agreement for a period of three (3) years following final payment hereunder, which period shall be extended at County's reasonable request. County shall have the right within such period to inspect such books, records and documents upon demand, with reasonable notice and at a reasonable time, for the purpose of determining, in accordance with acceptable accounting and auditing standards, compliance with the requirements of this Agreement and the law.

5. Project Management: Enter Name of Proj. Mgr. for Consultant shall be designated as Consultant's Project Manager for the Work. Enter Name of Proj. Mgr. for County shall be County's Project Manager responsible for this Agreement. All correspondence between the parties regarding this project shall be between and among the project managers. Either party may designate a different project manager by notice in writing.

**6. Independent Contractor: It is expressly acknowledged and understood by the parties that nothing contained in this Agreement shall result in, or be construed as establishing, an employment relationship. Consultant shall be, and shall perform as, an independent contractor. No agent, employee, or servant of Consultant shall be, or shall be deemed to be, the employee, agent or servant of County. Consultant shall be solely and entirely responsible for its acts and for the acts of Consultant's agents, employees, servants and subcontractors during the performance of this Agreement.**

7. Personnel: Consultant understands and hereby acknowledges that County is relying primarily upon the expertise and personal abilities of **Enter Name of Consultant's Principal or Proj. Mgr.**, and this Agreement is conditioned upon his/her continuing direct personal involvement in the Work. County understands that other employees of Consultant will be working on portions of the Work; however, these employees shall be under the direct supervision of the person identified in this paragraph at all times; in the event that s/he is unable to remain involved in the Work, Consultant shall immediately notify County and County shall have the option to terminate this Agreement.

8. No Assignment: The parties to this Agreement recognize that the services to be provided pursuant to this Agreement are professional in nature and that in entering into this Agreement County is relying upon the personal services and reputation of the person(s) identified in the preceding paragraph. Therefore, Consultant may not assign its interest in the Agreement, including the assignment of any rights or delegation of any obligations provided therein, without the prior written consent of County, which consent County may withhold in its sole discretion. Except as so provided, this Agreement shall be binding on and inure to the benefit of the parties, and their respective successors and assigns, and shall not be deemed to be for the benefit of or enforceable by any third party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

9. Ownership of Documents: All technical or business information, in whatever medium or format, including but not limited to, data, specifications, processes, drawings, records, reports, proposals, and related documentation, research, or other information, originated or prepared by or for Consultant in contemplation of, or in the course of, or as a result of, work performed hereunder ("Prepared Information"), shall be promptly furnished to County, and is owned by the County. Prepared Information specifically excludes Consultant's preexisting works and/or Prepared Information developed by Consultant or acquired by Consultant that was not specifically developed for County. County is hereby entitled to use said information as deemed necessary for its purposes including the possibility of assigning said information to any companies related to the County.

10. Confidentiality: Consultant acknowledges that it may receive confidential information from County for use in connection with its performance of the Work. Consultant further acknowledges that it may in the performance of the Work develop information, including facts, data, and opinions, which are, or in County's judgment

should be, confidential or limited in terms of dissemination. Consultant shall take all precautions necessary to maintain and protect the confidentiality of any such information and to ensure that it shall be used only for the purposes of the Work. All facts, data, and opinions developed by Consultant in the course of its performance of the Work shall be deemed to belong to County and no such facts, data, or opinions shall be disseminated to anyone for any purpose without County's express written consent unless required by law.

Upon completion of the Work, Consultant shall return to County all material the County supplied to Consultant in connection with the performance of the Work.

11. Consultant's Insurance: Consultant shall purchase, and maintain throughout the course of its performance under this agreement, such insurance as will protect Consultant and County from claims which may arise out of or result from Consultant's operations under the Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. For liability insurance coverages, before Consultant may commence any Work under this Agreement, Consultant must provide a certificate in a form satisfactory to the County showing that County is named as an additional insured and that the coverage will not expire or be terminated without first giving the County thirty days notice thereof.

The insurance required shall be written for not less than any limits of liability required by law or by those set forth below, whichever are greater. All such insurance shall be written by companies authorized to do insurance business in the State of Colorado.

a. Workmen's Compensation including occupational disease, and Employer's Liability Insurance in amounts and coverage as required by the laws of Colorado.

b. Commercial General Liability Insurance - Consultant shall maintain a Commercial General Liability Form of insurance with bodily injury and property damage liability limits of the greater of (a) \$387,000 for any one person in any one occurrence and \$1,093,000 for two or more persons in any one occurrence, or (b) the maximum government liability under the Colorado Governmental Immunity Act, CRS §24-10-101, et seq.

c. Automobile Liability Insurance - Consultant shall maintain an Automobile Liability form of insurance with bodily injury and property damage liability limits of the greater of (a) \$387,000 for any one person in any one occurrence and \$1,093,000 for two or more persons in any one occurrence, or (b) the maximum government liability under the Colorado Governmental Immunity Act, CRS §24-10-101, et seq.

d. **THIS PARAGRAPH**  APPLIES  DOES NOT apply

Professional Liability (Errors and Omissions Liability) Insurance – At all times, Consultant shall maintain Professional Liability Insurance covering against liability for professional misconduct or lack of ordinary skill in the performance of professional duties in the performance of the Work by any entity and person for whom professional liability coverage is commonly available. In the event that the insurance is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time the Work is completed. The insurance will have minimum limits of \$1 million per loss/aggregate.

Subcontractors: Before permitting any of his subcontractors to perform any Work under this Agreement, Consultant shall either (a) require each of his subcontractors to procure and maintain during the life of his subcontracts, insurance of the types and in the amounts as may be applicable to his Work, which type and amounts shall be subject to the approval of the County, or (b) insure the activities of his subcontractors in his own policy.

12. Consultant's Indemnity: Consultant shall indemnify and hold harmless County, and its elected officials and employees, and the agents of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from Consultant's performance of the Work, including performance by anyone directly or indirectly employed by him or anyone for whose acts he may be liable. Notwithstanding the foregoing, each party is responsible for its own negligence as it relates to the provisions of this Agreement.

13. **THIS PARAGRAPH**  APPLIES  DOES NOT apply

Conflicts Of Interest: Consultant acknowledges that because a material part of the Work is to help the County in the **Enter Basic Desc. Of work, ie, development and implementation of x.**, Consultant is disqualified from providing **Enter Prohibited Activity, ie professional engineering.** for the same projects in Clear Creek County or the same landowners during the term of this Agreement.

14. Termination for the Convenience of the County: County may terminate this Agreement, in whole or in part, for its convenience upon providing written notice, by delivery or by mail, to Consultant. Upon such termination, County shall be liable only for Work satisfactorily completed prior to the notice and for unavoidable expenses directly incurred for performance of those parts of the Work which have not been satisfactorily completed, provided that, at its sole option, County may require that Consultant complete particular tasks or subtasks. Upon termination Consultant shall deliver to County all photographs, drawings, illustrations, text, data, and other documents entirely or partially completed, together with all material supplied to Consultant by County. Payment will be due within thirty (30) days after Consultant has delivered the last of the partially completed documents, together with any records that may be required to determine the amount due.

15. Notices: Any notice and all written communications required under this Agreement shall be given by personal delivery, courier delivery, facsimile or e-mail transmission together with a "hard copy" by United States mail, or first class mail, to the appropriate party at the following addresses:

Consultant:

Enter Consultant's Name.  
Enter Consultant's Address.  
Enter Consultant's Address.  
Enter Consultant's City, State & Zip.  
Tel: Enter Consultant's phone number.  
E-mail: Enter Consultant's email.

County:

Enter County Proj. Mgr's Name.  
Clear Creek County Enter Department.  
PO Box Enter PO Box #.  
Enter City, CO Enter Zip code.  
Tel: Enter tele number.  
E-mail: Enter email address.

With a copy to:

Clear Creek County Attorney  
P.O. Box 2000  
Georgetown, CO 80444  
E-Mail: [plichtman@clearcreekcounty.us](mailto:plichtman@clearcreekcounty.us)

Notice shall be deemed given on the first to occur of delivery, transmission by facsimile or e-mail (if transmitted during customary business hours, or the following business day if not), or three calendar days after deposit in the U.S. mail, as applicable.

16. Miscellaneous:

a. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado, without reference to choice of law rules. The parties agree that venue in any action to enforce or interpret this Agreement shall be in the District Court for Clear Creek County in the 5th District for the State of Colorado.

b. The Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement on the basis of race, color, religion, national origin, sex, ancestry, physical handicap, sexual orientation, age, political affiliation or family responsibility. The Consultant shall require all consultants to agree to the provisions of this subparagraph.

c. This Agreement does not and shall not be deemed to confer upon or grant to any third party any right enforceable at law or equity arising out of any term, covenant, or condition herein or the breach thereof.

d. Consultant shall comply with all federal, state and local laws, statutes, ordinances, building codes, rules and regulations applicable to the Work.

e. Governmental Immunity. Nothing herein shall be deemed to waive any of the immunities, liability limitations or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., all of which expressly are reserved by County. In addition, anything in this Agreement which purports to create a contractual obligation by County to do an act or be liable for something for which County is immune, or has limited liability, in the absence of a contractual obligation, shall be deemed void.

f. The Immigration Addendum set forth on Exhibit A attached hereto is incorporated herein by this reference and is deemed executed by Consultant whether or not Exhibit A itself is signed.

g. The Consultant's Certificate Regarding Employing or Contracting With an Illegal Alien, Exhibit B hereto, must be fully executed and delivered to County's Project Manager before Consultant can perform any work under this Agreement. **If Consultant is a natural person, Consultant must execute the Affidavit for Natural Person Seeking Public Benefit, Exhibit C hereto, before this Agreement can take effect.**

h. Consultant represents and warrants, which representations are material to this Agreement, without which the County would not have entered into it, that the statements made in Contractor's/Consultant's Certificate Regarding Employing Or Contracting With An Illegal Alien (Exhibit B attached hereto) and (but only if Consultant is a natural person) in the Affidavit for Natural Person Seeking Public Benefit (Exhibit C attached hereto), are true and correct. A misrepresentation therein or a violation of the terms of Exhibit A shall be deemed a material breach of this Agreement.

17. Budget/Appropriation: Notwithstanding anything to the contrary contained in this Agreement, County shall have no obligations under this Agreement, nor shall any payment be made to Consultant, in respect of any period or Work performed after any December 31 of each calendar year during the term of this Agreement, without an appropriation therefor by the County in accordance with a budget adopted by the Board of County Commissioners in compliance with the provisions of Article 25 of Title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. §29-1-101 et seq.), and the TABOR Amendment (Constitution, Article X, Sec. 20).

///remainder of page intentionally left blank///



IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

“COUNTY”

COUNTY OF CLEAR CREEK, STATE OF COLORADO, By and Through its BOARD OF COUNTY COMMISSIONERS

ATTEST:

\_\_\_\_\_  
Clerk to the Board of  
County Commissioners

By: \_\_\_\_\_  
Enter name and title of signor

“CONSULTANT”

Enter Consultant's Name.

By: \_\_\_\_\_  
Enter Signor's Name.  
Enter Signor's Title.

STATE OF COLORADO            )  
  ) ss  
County of \_\_\_\_\_            )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_, in their capacity as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation.

S E A L

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL SERVICES  
EXHIBIT A**

**NOTIFICATION OF IMMIGRATION COMPLIANCE REQUIREMENTS AND  
CERTIFICATION BY CONSULTANT**

Prohibition on Public Contract for Services:

**Enter Consultant's Name**, ("Consultant" herein) acknowledges that Consultant has been notified of the immigration compliance requirements of C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343), and hereby **CERTIFIES** that:

1. The Consultant shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services; or
2. Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services;
3. The Consultant has verified or attempted to verify through participation in the e-verify program or the department program of the State of Colorado that the Consultant does not employ any illegal aliens.
4. The Consultant acknowledges that the Consultant is prohibited from either the e-verify program or the department program of the state of Colorado procedures to undertake preemployment screening of job applicants while the public contract for services is being performed;
5. If the Consultant obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Consultant shall be required to:
  - (A) Notify the subcontractor and the contracting state agency or political subdivision within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - (B) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (A) of this Section 5 the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
6. Consultant is required to comply with any reasonable request by the State Department of Labor and Employment ("Department" herein) made in the course of an

investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

7. If Consultant violates a provision of the public contract for services required herein the County may terminate the contract for a breach of the contract. If the contract is so terminated, the Consultant shall be liable for actual and consequential damages to the County.

8. The County is obligated to notify the office of the secretary of state if a Consultant violates a provision of this Addendum and the County terminates the contract for such breach. Based on this notification, the secretary of state shall maintain a list that includes the name of the Consultant, the state agency or political subdivision that terminated the public contract for services, and the date of the termination. A Consultant shall be removed from the list if two years have passed since the date the contract was terminated, or if a court of competent jurisdiction determines that there has not been a violation of the provision of the public contract for services required pursuant to Section I. An agency or political subdivision shall notify the office of the secretary of state if a court has made such a determination. The list shall be available for public inspection at the office of the secretary of state and shall be published on the internet on the website maintained by the office of the secretary of state.

9. The Department may investigate whether a Consultant is complying with the provisions of a public contract for services required pursuant to Section I. The Department may conduct on-site inspections where a public contract for services is being performed, request and review documentation that proves the citizenship of any person performing work on a public contract for services, or take any other reasonable steps that are necessary to determine whether a Consultant is complying with the provisions of a public contract for services required pursuant to Section I. The Department shall receive complaints of suspected violations of a provision of a public contract for services (this Addendum) and shall have discretion to determine which complaints, if any, are to be investigated. The results of any investigation shall not constitute final agency action. The Consultant is hereby notified that the Department is authorized to promulgate rules in accordance with article 4 of title 24, C.R.S., to implement the provisions of C.R.S. § 8-17.5-101, *et. seq.*

(Form revised February 1, 2019)



**AGREEMENT FOR PROFESSIONAL SERVICES  
EXHIBIT C**

**AFFIDAVIT FOR NATURAL PERSON SEEKING PUBLIC BENEFIT**  
(Applicable only if Consultant is an individual)

I, \_\_\_\_\_, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- \_\_\_ I am a United States citizen, or
- \_\_\_ I am a Permanent resident of the United States, or
- \_\_\_ I am lawfully present in the United States Pursuant to Federal Law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of the State of Colorado as perjury in the second degree under §18-8-503, C.R.S. Each time a public benefit is fraudulently received shall constitute a separate offense.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**AGREEMENT FOR PROFESSIONAL SERVICES  
EXHIBIT D**

**SCOPE OF THE WORK**

**AGREEMENT FOR PROFESSIONAL SERVICES  
EXHIBIT E  
RATES**