WELD COUNTY AGREEMENT FOR SERVICES
BETWEEN WELD COUNTY & ______________________________

PROJECT NAME

THIS AGREEMENT is made and entered into this ___ day of ____________, 201_, by and between the County of Weld, a body corporate and politic of the State of Colorado, by and through its Board of County Commissioners, whose address is 1150 “O” Street, Greeley, Colorado 80631 hereinafter referred to as “County,” and _______________________, [an individual], [a limited liability partnership] [a limited liability company] [a corporation], who whose address is ______________________________________________, hereinafter referred to as “Contractor”.

WHEREAS, County requires an independent contractor to perform the services required by County and set forth in Exhibit___; and

WHEREAS, Contractor is willing to perform and has the specific ability to perform the required Services at or below the cost set forth in Exhibit____;

WHEREAS, Contractor is authorized to do business in the State of Colorado and has the time, skill, expertise, and experience necessary to provide the equipment, materials and services as set forth below;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Introduction.

The terms of this Agreement are contained in the terms recited in this document and in Exhibits__ and ____, each of which forms an integral part of this Agreement. Exhibits___ and ____ are specifically incorporated herein by this reference. County and Contractor acknowledge and agree that this Agreement, including specifically Exhibits____ and____, define the performance obligations of Contractor and Contractor’s willingness and ability to meet those requirements.

Exhibit ____ consists of County’s Request for Bid (RFB) as set forth in “Bid Package No. B________”. The RFP contains all of the specific requirements of County.

Exhibit ___ consists of Contractor’s Response to County’s Request for Bid. The Response confirms Contractor’s obligations under this Agreement.

2. Service or Work. Contractor agrees to procure the materials, equipment and/or products necessary for the Project and agrees to diligently provide all services, labor, personnel and materials necessary to perform and complete the Project described in Exhibit__ which is attached hereto and incorporated herein by reference. Contractor shall further be responsible for the timely completion, and acknowledges that a failure to comply with the standards and requirements of Exhibits___ and ____within the time limits prescribed by County may result in County’s decision to withhold payment or to terminate this Agreement.
3. **Term.** The term of this Agreement begins upon the date of the execution of this Agreement by County, and shall continue through and until Contractor’s completion of the responsibilities described in Exhibits __________. Both of the parties to this Agreement understand and agree that the laws of the State of Colorado prohibit County from entering into Agreements which bind County for periods longer than one year. Therefore, within the thirty (30) days preceding the anniversary date of this Agreement, County shall notify Contractor if it wishes to renew this Contract.

4. **Termination.** County has the right to terminate this Agreement, with or without cause on thirty (30) days written notice. Furthermore, this Agreement may be terminated at any time without notice upon a material breach of the terms of the Agreement.

   Upon termination, County shall take possession of all materials, equipment, tools and facilities owned by County which Contractor is using, by whatever method it deems expedient; and, Contractor shall deliver to County all drawings, drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by County, and these items, materials and documents shall be the property of County.

   Upon termination of this Agreement by County, Contractor shall have no claim of any kind whatsoever against the County by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed and/or materials described herein properly delivered.

5. **Extension or Modification.** Any amendments or modifications to this agreement shall be in writing signed by both parties. No additional services or work performed by Contractor shall be the basis for additional compensation unless and until Contractor has obtained written authorization and acknowledgement by County for such additional services.

6. **Compensation/Contract Amount.** Upon Contractor’s successful completion of the Project, and County’s acceptance of the same, County agrees to pay an amount no greater than $________, which is the bid set forth in Exhibit __________. Contractor acknowledges no payment in excess of that amount will be made by County unless a “change order” authorizing such additional payment has been specifically approved by Weld County, or by formal resolution of the Weld County Board of County Commissioners, as required pursuant to the Weld County Code.

   County will not withhold any taxes from monies paid to the Contractor hereunder and Contractor agrees to be solely responsible for the accurate reporting and payment of any taxes related to payments made pursuant to the terms of this Agreement.

   Notwithstanding anything to the contrary contained in this Agreement, County shall have no obligations under this Agreement after, nor shall any payments be made to Contractor in respect of any period after December 31 of any year, without an appropriation therefore by County in accordance with a budget adopted by the Board of County Commissioners in compliance with Article 25, title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. 29-1-101 et. seq.) and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20)

7. **Independent Contractor.** Contractor agrees that it is an independent Contractor and that Contractor’s officers, agents or employees will not become employees of County, nor entitled to
any employee benefits from County as a result of the execution of this Agreement. Contractor shall perform its duties hereunder as an independent Contractor. Contractor shall be solely responsible for its acts and those of its agents and employees for all acts performed pursuant to this Agreement. Contractor, its employees and agents are not entitled to unemployment insurance or workers’ compensation benefits through County and County shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees.

8. **Subcontractors.** Contractor acknowledges that County has entered into this Agreement in reliance upon the particular reputation and expertise of Contractor. Contractor shall not enter into any subcontractor agreements for the completion of this Project without County’s prior written consent, which may be withheld in County’s sole discretion.

9. **Ownership.** All work and information obtained by Contractor under this Agreement or individual work order shall become or remain (as applicable), the property of County.

10. **Confidentiality.** Confidential financial information of Contractor should be transmitted separately from the main bid submittal, clearly denoting in red on the financial information at the top the word, “CONFIDENTIAL.” However, Contractor is advised that as a public entity, Weld County must comply with the provisions of C.R.S. 24-72-201, et seq., with regard to public records, and cannot guarantee the confidentiality of all documents. Contractor agrees to keep confidential all of County’s confidential information. Contractor agrees not to sell, assign, distribute, or disclose any such confidential information to any other person or entity without seeking written permission from the County. Contractor agrees to advise its employees, agents, and consultants, of the confidential and proprietary nature of this confidential information and of the restrictions imposed by this agreement.

11. **Warranty.** Contractor warrants that the services performed under this Agreement will be performed in a manner consistent with the standards governing such services and the provisions of this Agreement. Contractor further represents and warrants that all services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards, and that all services will conform to applicable specifications.

In addition to the foregoing warranties, Contractor is aware that all work performed on this Project pursuant to this Agreement is subject to a one year warranty period during which Contractor must correct any failures or deficiencies. This warranty shall commence on the date of County’s final inspection and acceptance of the Project.

12. **Acceptance of Services Not a Waiver.** In no event shall any action by County hereunder constitute or be construed to be a waiver by County of any breach of this Agreement or default which may then exist on the part of Contractor. Acceptance by the County of, or payment for, the services completed under this Agreement shall not be construed as a waiver of any of the County’s rights under this Agreement or under the law generally.

13. **Insurance and Indemnification.**
General Requirements: Contractors/Contract Professionals must secure, at or before the time of execution of any agreement or commencement of any work, the following insurance covering all operations, goods or services provided pursuant to this request. Contractors/Contract Professionals shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, and during any warranty period.

The insurance coverage's specified in this Agreement are the minimum requirements, and these requirements do not decrease or limit the liability of Contractor/Contract Professional. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor stipulates that it has met the insurance requirements identified herein. The Contractor shall be responsible for the professional quality, technical accuracy, and quantity of all services provided, the timely delivery of said services, and the coordination of all services rendered by the Contractor and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies.

INDEMNITY: The Contractor shall defend, indemnify and hold harmless County, its officers, agents, and employees, from and against injury, loss damage, liability, suits, actions, or claims of any type or character arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. The Contractor shall be fully responsible and liable for any and all injuries or damage received or sustained by any person, persons, or property on account of its performance under this Agreement or its failure to comply with the provisions of the Agreement. This paragraph shall survive expiration or termination hereof.

Types of Insurance: The Contractor/Contract Professional shall obtain, and maintain at all times during the term of any Agreement, insurance in the following kinds and amounts:

Workers' Compensation Insurance as required by state statute, and Employer’s Liability Insurance covering all of the Contractor’s employees acting within the course and scope of their employment. Policy shall contain a waiver of subrogation against the County. This requirement shall not apply when a Contractor or subcontractor is exempt under Colorado Workers’ Compensation Act., AND when such Contractor or subcontractor executes the appropriate sole proprietor waiver form.

Commercial General Liability Insurance with the minimum limits as follows:

$1,000,000 each occurrence;
$1,000,000 general aggregate;
$1,000,000 Personal Advertising injury
$5,000 Medical payment one person

Automobile Liability: Contractor/Contract Professional shall maintain limits of $1,000,000 for bodily injury per person, $1,000,000 for bodily injury for each accident, and $1,000,000 for property damage applicable to all vehicles operating both on County property and elsewhere, for vehicles owned, hired, and non-owned vehicles used in the performance of this Contract.

Contractors/Contract Professionals shall secure and deliver to the County at or before the time of execution of this Agreement, and shall keep in force at all times during the term of the Agreement as the same may be extended as herein provided, a commercial general liability insurance policy, including public liability and property damage, in form and company acceptable to and approved by said Administrator, covering all operations hereunder set forth in the related Bid or Request for Proposal.

Proof of Insurance: County reserves the right to require the Contractor/Contract Professional to provide a certificate of insurance, a policy, or other proof of insurance as required by the County’s Risk Administrator in his sole discretion.

Additional Insureds: For general liability, excess/umbrella liability, pollution legal liability, liquor liability, and inland marine, Contractor/Contract Professional’s insurer shall name County as an additional insured.

Waiver of Subrogation: For all coverages, Contractor/Contract Professional’s insurer shall waive subrogation rights against County.

Subcontractors: All subcontractors, subcontracts, independent Contractors, sub-vendors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein and shall procure and maintain the same coverage’s required of Contractor/Contract Professional. Contractor/Contract Professional shall include all such subcontractors, independent Contractors, sub-vendors suppliers or other entities as insureds under its policies or shall ensure that all subcontractors maintain the required coverages. Contractor/Contract Professional agrees to provide proof of insurance for all such subcontractors, independent Contractors, sub-vendors suppliers or other entities upon request by the County.

14. Non-Assignment. Contractor may not assign or transfer this Agreement or any interest therein or claim thereunder, without the prior written approval of County. Any attempts by Contractor to assign or transfer its rights hereunder without such prior approval by County shall, at the option of County, automatically terminate this Agreement and all rights of Contractor hereunder. Such consent may be granted or denied at the sole and absolute discretion of County.
15. Examination of Records. To the extent required by law, the Contractor agrees that an duly authorized representative of County, including the County Auditor, shall have access to and the right to examine and audit any books, documents, papers and records of Contractor, involving all matters and/or transactions related to this Agreement. The Contractor agrees to maintain these documents for three years from the date of the last payment received.

16. Interruptions. Neither party to this Agreement shall be liable to the other for delays in delivery or failure to deliver or otherwise to perform any obligation under this Agreement, where such failure is due to any cause beyond its reasonable control, including but not limited to Acts of God, fires, strikes, war, flood, earthquakes or Governmental actions.

17. Notices. County may designate, prior to commencement of work, its project representative (“County Representative”) who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the project. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to County Representative. The County Representative for purposes of this Agreement is hereby identified as, ____________ All notices or other communications (including annual maintenance made by one party to the other concerning the terms and conditions of this contract shall be deemed delivered under the following circumstances:

(a) personal service by a reputable courier service requiring signature for receipt; or
(b) five (5) days following delivery to the United States Postal Service, postage prepaid addressed to a party at the address set forth in this contract; or
(c) electronic transmission via email at the address set forth below, where a receipt or acknowledgment is required by the sending party; or
(d) transmission via facsimile, at the number set forth below, where a receipt or acknowledgment is required by the sending party.

Either party may change its notice address(es) by written notice to the other.

Notification Information:

Contractor:
Attn.: President,
Address:
Address:
E-mail:
Facsimile:

With copy to:
Name:
Position:
Address:
Address:
E-mail:
Facsimile:
18. **Compliance with Law.** Contractor shall strictly comply with all applicable federal and State laws, rules and regulations in effect or hereafter established, including without limitation, laws applicable to discrimination and unfair employment practices.

19. **Non-Exclusive Agreement.** This Agreement is nonexclusive and County may engage or use other Contractors or persons to perform services of the same or similar nature.

20. **Entire Agreement/Modifications.** This Agreement including the Exhibits attached hereto and incorporated herein, contains the entire agreement between the parties with respect to the subject matter contained in this Agreement. This instrument supersedes all prior negotiations, representations, and understandings or agreements with respect to the subject matter contained in this Agreement. This Agreement may be changed or supplemented only by a written instrument signed by both parties.

21. **Fund Availability.** Financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. Execution of this Agreement by County does not create an obligation on the part of County to expend funds not otherwise appropriated in each succeeding year.

22. **Employee Financial Interest/Conflict of Interest – C.R.S. §§24-18-201 et seq. and §24-50-507.** The signatories to this Agreement state that to their knowledge, no employee of Weld County has any personal or beneficial interest whatsoever in the service or property which is the subject matter of this Agreement.

23. **Severability.** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the parties.

24. **Governmental Immunity.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§24-10-101 et seq., as applicable now or hereafter amended.

25. **No Third Party Beneficiary.** It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or
allow any claim or right of action whatsoever by any other person not included in this Agreement.
It is the express intention of the undersigned parties that any entity other than the undersigned
parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

26. Board of County Commissioners of Weld County Approval. This Agreement shall not
be valid until it has been approved by the Board of County Commissioners of Weld County,
Colorado or its designee.

27. Choice of Law/Jurisdiction. Colorado law, and rules and regulations established pursuant
thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any
provision included or incorporated herein by reference which conflicts with said laws, rules and/or
regulations shall be null and void. In the event of a legal dispute between the parties, Contractor
agrees that the Weld County District Court shall have exclusive jurisdiction to resolve said dispute.

28. Public Contracts for Services C.R.S. §8-17.5-101. Contractor certifies, warrants, and agrees
that it does not knowingly employ or contract with an illegal alien who will perform work under
this contract. Contractor will confirm the employment eligibility of all employees who are newly
hired for employment in the United States to perform work under this Agreement, through
participation in the E-Verify program or the State of Colorado program established pursuant to
C.R.S. §8-17.5-102(5)(c). Contractor shall not knowingly employ or contract with an illegal alien
to perform work under this Agreement or enter into a contract with a subcontractor that fails to
certify with Contractor that the subcontractor shall not knowingly employ or contract with an
illegal alien to perform work under this Agreement. Contractor shall not use E-Verify Program or
State of Colorado program procedures to undertake pre-employment screening or job applicants
while this Agreement is being performed. If Contractor obtains actual knowledge that a
subcontractor performing work under the public contract for services knowingly employs or
contracts with an illegal alien Contractor shall notify the subcontractor and County within three
(3) days that Contractor has actual knowledge that a subcontractor is employing or contracting
with an illegal alien and shall terminate the subcontract if a subcontractor does not stop employing
or contracting with the illegal alien within three (3) days of receiving notice. Contractor shall not
terminate the contract if within three days the subcontractor provides information to establish that
the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor shall
comply with reasonable requests made in the course of an investigation, undertaken pursuant to
C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor
participates in the State of Colorado program, Contractor shall, within twenty days after hiring an
new employee to perform work under the contract, affirm that Contractor has examined the legal
work status of such employee, retained file copies of the documents, and not altered or falsified
the identification documents for such employees. Contractor shall deliver to County, a written
notarized affirmation that it has examined the legal work status of such employee, and shall comply
with all of the other requirements of the State of Colorado program. If Contractor fails to comply
with any requirement of this provision or of C.R.S. §8-17.5-101 et seq., County, may terminate
this Agreement for breach, and if so terminated, Contractor shall be liable for actual and
consequential damages.

Except where exempted by federal law and except as provided in C.R.S. § 24-76.5-103(3), if
Contractor receives federal or state funds under the contract, Contractor must confirm that any
individual natural person eighteen (18) years of age or older is lawfully present in the United States pursuant to C.R.S. § 24-76.5-103(4), if such individual applies for public benefits provided under the contract. If Contractor operates as a sole proprietor, it hereby swears or affirms under penalty of perjury that it: (a) is a citizen of the United States or is otherwise lawfully present in the United States pursuant to federal law, (b) shall produce one of the forms of identification required by C.R.S. § 24-76.5-101, et seq., and (c) shall produce one of the forms of identification required by C.R.S. § 24-76.5-103 prior to the effective date of the contract.

Acknowledgment. County and Contractor acknowledge that each has read this Agreement, understands it and agrees to be bound by its terms. Both parties further agree that this Agreement, with the attached Exhibits ____ and ____, is the complete and exclusive statement of agreement between the parties and supersedes all proposals or prior agreements, oral or written, and any other communications between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this _____ day of ______________, 201_.

CONTRACTOR:

________________________________________

By: ____________________________  Date ______________________________

Name: __________________________
WELD COUNTY:
ATTEST: 
Weld County Clerk to the Board  
WELD COUNTY, COLORADO

BY: ____________________________
Deputy Clerk to the Board  
XXXXXXXXXXX, Chair

APPROVED AS TO FUNDING: 
Controller  
Elected Official or Department Head

APPROVED AS TO FORM: 
County Attorney  
Director of General Services

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO