



# **LIMITED SCOPE AGREEMENT**

**FOR**  
**PROVISION OF PROFESSIONAL SERVICES, CONSTRUCTION SERVICES, AND/OR**  
**MATERIALS**

THIS AGREEMENT, effective the **April 14, 2020** by and between Poudre School District R-1, hereinafter referred to as the "District," and **Colorado Mechanical Systems**, hereinafter referred to as the "Contractor," for the following project:

**Fossil Ridge High School Boiler Replacement IFB #20-345-001**

WITNESSETH THAT:

WHEREAS, the District is desirous of engaging the services of the Contractor for purposes of obtaining the Contractor's expertise in the areas of construction and/or to provide certain materials for the above project; and

WHEREAS, the Contractor has agreed to provide such services and/or materials under certain terms and conditions as hereinafter set forth; and

WHEREAS, the services and/or materials to be provided by the Contractor are to be limited to the services which are more fully described herein; and

WHEREAS, the parties hereto wish to memorialize, in writing, the terms of their agreements and understandings with regard to the rights and obligations of the District and the Contractor in connection therewith.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. The Contractor will provide the services which are described herein and contemplated to be provided by the Contractor in fulfillment of the project of the District, a written copy of which Project Scope of Services, if available, is attached to, incorporated herein and titled "Exhibit 1." The provisions of this Agreement shall prevail in the event of conflict between this Agreement and any Exhibit hereto or any purchase order associated herewith.
2. The Contractor shall perform the services in a professional manner and in conformity with all applicable federal, state, county, and local municipal or regulatory statutes, ordinances, codes, standards, directives, rules, and regulations. To the extent of its liability insurance limits, the Contractor shall fully indemnify the District for all claims or damages, including all direct, indirect, incidental, special or consequential damages or liability, that the District may incur as a result of any negligent acts or omissions of the Contractor and the Contractor's employees and agents performing the services (or goods and services) herein, including third party claims. Any materials obtained or provided by the Contractor hereunder shall be of good quality and sufficient for the project and/or the District's needs.

3. The District shall provide the Contractor with complete information concerning the project, and shall allow the Contractor the opportunity to review all necessary and reasonable documents concerning the project.
4. The Contractor shall not be liable for the District's use of materials prepared by the Contractor, if the District's use is beyond the scope of the project.
5. Changes in the nature and scope of the services to be provided by the Contractor pursuant to this Agreement shall be as agreed upon in writing from time to time by the Contractor and the District. Any material changes in the nature of the services to be provided by the Contractor must first be reduced to writing and executed by the District and Contractor.
6. This Agreement may be terminated by either of the parties hereto upon seven days written notice to the other party, if either party should fail to substantially perform its obligations pursuant to this Agreement. If not so terminated, this Agreement shall continue until the services (as set forth in the scope of services) have been completed, but in any event, no later than **July 13, 2020**.
7. The compensation to be paid by the District to the Contractor shall be **\$405,830.00**.
8. For all purposes, the Contractor is an independent contractor of the District and not an employee. This Agreement shall not be deemed to create any partnership or joint venture or other enterprise between the parties or any employer-employee relationship and is executed, in part, to rebut the presumptions set forth in Sec. 8-40-202(2), C.R.S.
  - 8.1. The Contractor shall be responsible for obtaining the Contractor's own workers' compensation, medical, health, unemployment and other insurance and coverage as contractor deems necessary or as may be required by law. The Contractor is required to make appropriate filings with federal, state, and local taxing authorities to include income tax, social security, Medicare and other payments. No federal or state withholdings shall be made by the District on any compensation paid to the Contractor and for services rendered under this Agreement.
9. In the event of any dispute or claim arising under or related to this Agreement, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 60 days following either party's written request therefor. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the state courts of Larimer County, Colorado. No such action shall be removed to any other court or jurisdiction. The prevailing party in such court action

shall be entitled to collect, as part of any judgment entered, its reasonable expert witness and attorneys' fees and costs.

10. The Contractor agrees to procure and maintain, at its sole expense, all licenses, or registrations necessary for doing business within the applicable governing jurisdictions that may regulate the performance of the work set forth in the Exhibits and Attachments, except in those instances when the District is required to procure them due to ownership of the building, structure, or property.
11. The Contractor shall obtain and maintain a liability insurance policy... of no less than \$2,000,000 in coverage to meet the Contractor's indemnification obligations hereunder as well as any direct liability that it may incur. The Contractor shall furnish to the District a Certificate of Insurance or other evidence satisfactory to the District that such insurance coverage is in effect. OR as specifically outlined in the solicitation request.
12. This Agreement shall be construed under the laws of the State of Colorado.
13. Contractor shall maintain documentation of services provided to the District under the terms of this Agreement and said information shall be available to the District at any time upon request. The District's representative shall monitor and coordinate the performance of the terms of this Agreement. The Contractor agrees to coordinate activities under this Agreement with the District's representative, **Jerry Garretson**.
14. Performance and Payment Bond. Colorado State Statutes require Performance Bond and a Payment Bond on public construction projects of more than \$50,000.00. Contractor is required to post bonds, executed by a surety company authorized to do business in the State of Colorado, upon notification of bid award. Performance and Payment bonds will each be equal to 100% of contract price and must remain in effect until completion of contract.
  - 14.1. Both the Performance Bond and the Payment Bond shall be written on AIA A312 Performance Bond and AIA A312 Payment Bond Forms, as issued by The American Institute of Architects. Dates of bonds shall coincide with the date of the Contract between the Owner and the Contractor. Substitute forms may not be used.**REQUIRED:   x YES   ☐ NO**
15. Immigrant Worker Regulation. See Attachment A. The Contractor agrees to comply with, sign, and return Attachment A, "Immigrant Worker Regulation."  
**REQUIRED:   x YES   ☐ NO**
16. Asbestos Hazardous Material Clause. See Attachment B. The Contractor agrees to comply with, sign, and return Attachment B, "Asbestos Hazardous Material Clause - Protection of Persons or Property."  
**REQUIRED:   x YES   ☐ NO**

17. Lead-Based Paint Material Clause. See Attachment C. The Contractor agrees to comply with, sign, and return Attachment C, "Lead Paint Renovation, Repair, & Painting Recordkeeping Checklist."  
**REQUIRED:** ☒ YES ☐ NO
18. Stormwater Management Permit. See Attachment D. The Contractor agrees to comply with Attachment D, "Stormwater Management Permit."  
**REQUIRED:** ☐ YES ☒ NO
19. All notices, requests, demands, and other communications given or to be given under this Agreement shall be in writing and shall be deemed to have been duly given when served if served personally, or on the second day after mailing if mailed by first class mail, registered or certified, postage prepaid, and properly addressed to the party to whom notice is to be given as set forth below.

**To the District:**

Jerry Garretson, Director of Facilities  
Poudre School District R-1  
2445 Laporte Avenue  
Fort Collins, CO 80521

**To the Contractor:**

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IN WITNESS WHEREOF, the parties' authorized representatives have executed this Agreement, effective the date first above written.

POUDRE SCHOOL DISTRICT R-1

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ALL CONTRACTS MUST BE APPROVED PER DISTRICT POLICY DJA**

*Poudre School District Policy DJA requires all contracts in excess of \$250,000 have Board of Education approval. Contracts up to \$250,000 must be approved by either the Superintendent, Executive Director of Finance, Purchasing and Materials Manager, or authorized delegate. This Contract is not valid until signed and dated below by an authorized person. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, Poudre School District is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.*

**APPROVED:**

\_\_\_\_\_

*(Signature)*

\_\_\_\_\_

*(Printed name, title, and date)*

**EXHIBIT 1**  
**PROJECT SCOPE OF SERVICES**

Refer to project plans and specifications.

## **ATTACHMENT A**

### **IMMIGRANT WORKER REGULATION**

1. **UNLAWFUL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS.** Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with an illegal alien to perform work under this Contract or (b) fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this contract.
2. **VERIFICATION REGARDING ILLEGAL ALIENS.** Contractor has verified or attempted to verify through participation in the basic pilot program of the State of Colorado that Contractor does not employ any illegal aliens or Contractor verifies that Contractor has not been accepted into the basic pilot program prior to entering into this Contract. Contractor further verifies that if Contractor has not been accepted into the basic pilot program of the State of Colorado, Contractor will apply to participate in the basic pilot program of the State of Colorado every three months until Contractor is accepted or this Contract is completed, whichever is earlier. If the Basic Pilot Program is discontinued, this provision shall not be required or be effective.
3. **LIMITATION REGARDING BASIC PILOT PROGRAM.** Contractor shall not use Basic Pilot Program procedures to undertake pre-employment screening of job applicants while performing this Contract.
4. **DUTY TO TERMINATE A SUBCONTRACT; EXCEPTIONS.** If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall:
  - 4.1 Notify the subcontractor and the District within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and,
  - 4.2 Terminate the subcontract with the subcontractor if, within three days of receiving notice that the Contractor has actual knowledge that the subcontractor is employing or contracting with the illegal alien. The contractor shall not terminate the contract with the subcontractor if during the three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
5. **DUTY TO COMPLY WITH STATE INVESTIGATION.** Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to Section 8-17.5-102(5), C.R.S.
6. **DAMAGES FOR BREACH OF CONTRACT.** In addition to any other legal or equitable remedy, the District may be entitled to for a breach of this Contract, if the District terminates

this Contract, in whole or in part, due to Contractor's breach of the obligations set forth above, Contractor shall be liable for actual and consequential damages to the District.



**ATTACHMENT A - FORM**

**CONTRACTOR'S CERTIFICATE REGARDING  
EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN**

FROM: \_\_\_\_\_  
(Contractor)

TO: Poudre School District R-1  
2407 Laporte Avenue  
Fort Collins, CO 80521

Project Name: \_\_\_\_\_

Bid Number: \_\_\_\_\_ Project Number: \_\_\_\_\_

As the Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien and the I (we) have participated in or attempted to participate in the basic pilot program of the State of Colorado in order to verify that I (we) do not employ any illegal aliens.

Signed on \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Contractor Name

By: \_\_\_\_\_

Its: \_\_\_\_\_  
Title

## **ATTACHMENT B**

### **Asbestos Hazardous Material Clause - Protection of Persons or Property**

#### **Asbestos-Containing Materials:**

1. Notice is hereby given that Poudre School District, in accordance with the United States Environmental Protection Agency's Asbestos Hazard Emergency Response Act, has completed federally mandated asbestos inspections of its facilities and that AHERA Inspection Reports and Management Plan Updates are available for review at each school facility and at the Department of Facility Services, Operations Service Center without cost or restriction for inspection during normal business hours. Copies can be made of such Plans at the normal copying charges established by the District.
  - 1.1. If asbestos containing material (ACM) is discovered during construction, Contractor is to notify the Owner immediately for evaluation and removal.
2. NON-USE OF ASBESTOS CONTAINING MATERIAL
  - 2.1. No asbestos or asbestos containing products shall be used in this construction or in any tools, devise, clothing or equipment used to affect this construction. Specific exceptions to this exclusion are as follows: vehicles with asbestos containing material (ACM) brake linings; elevator brake linings; laboratory muffle furnace with interior ACM insulation.
3. DEFINITION AND TESTING
  - 3.1. Asbestos and/or asbestos-containing products shall be defined as all items containing chrysotile, crocidolite, amosite, anthophyllite, tremolite or actinolite.
  - 3.2. Any or all material containing greater than one tenth of one percent (0.1%) asbestos shall be defined as ACM.
  - 3.3. Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy; the costs of any such tests which confirm the presence of ACM shall be paid by the Contractor; if no ACM is found, the cost of such tests shall be borne by the Owner.
4. REMEDIATION
  - 4.1. All work or materials found to contain asbestos or work or material installed with asbestos-containing equipment will be immediately rejected upon discovery and this Work will be remediated at no additional cost to the Owner. Such cost for remediation shall include, but is not limited to, cost of; the asbestos contractor, insurance, asbestos consultant, analytical and laboratory fees, and any other additional cost as may be incurred by Owner.
5. CERTIFICATION
  - 5.1. The Contractor shall certify, on the Certification of Nonuse of Asbestos Form – Attachment B, that to the best of his knowledge no ACM was used as a building material in the construction of the Project. Attachment B is to be submitted in a separate folder with the closeout documents. Attachment B follows this section.
  - 5.2. Certification required for final payment.

**ATTACHMENT B - FORM**  
**CONTRACTORS/ARCHITECTS CERTIFICATION**  
**OF NON-USE OF ASBESTOS CONTAINING BUILDING MATERIAL**

PROJECT NAME: \_\_\_\_\_ PROJECT NO. \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

CONSTRUCTION DATES:

NOTICE TO PROCEED (START): \_\_\_\_\_

SUBSTANTIAL COMPLETION DATE: \_\_\_\_\_

SQUARE FEET: \_\_\_\_\_  
(BUILDING OR PROJECT AREA)

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I certify that for the project described above, to the best of my knowledge, no asbestos-containing material (ACM) was used as a building material in the construction of this project.

\_\_\_\_\_  
Contractor's Company Name

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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I certify that for the project described above, to the best of my knowledge, no asbestos-containing material (ACM) was used as a building material in the construction of this project.

\_\_\_\_\_  
Architect's Company's Name

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **ATTACHMENT C**

### **Lead-Based Paint Materials Clause – Protection of Persons or Property**

#### **Lead-Based Paint Materials:**

1. Notice is hereby given that Poudre School District, in accordance with the United States Environmental Protection Agency's Lead Safety for Renovation, Repair, and Painting Rule has performed lead-based paint inspections of its elementary school facilities constructed prior to 1980.
2. Lead-Based Paint Evaluation Reports are available for review at each elementary school built prior to 1980 and at the Department of Facility Services, Operations Service Center without cost or restriction for inspection during normal business hours. Copies can be made of such reports at the normal copying charges established by the District.
3. In the event that lead-based paint materials or suspected lead-based paint materials are discovered in the area designated for construction, the Contractor assumes responsibility to notify to the District and all workmen of existing lead-based paint conditions. Notification shall be made on approved EPA Forms and includes posting of notices in accordance with EPA and OSHA Guidelines. The Contractor shall assume all responsibility for compliance with applicable codes and regulations regarding discovery and notification of the presence of lead-based paint material.
4. If suspect lead-based paint material is identified, the Contractor shall not continue until the District, upon proper notification from the Contractor or Subcontractor, has the suspected lead-based materials analyzed. This will be done promptly by the District. If the Contractor proceeds after notification by the District not to proceed, the Contractor shall become liable for all costs associated with the cleaning and clearance for occupancy (using clearance testing method set out by the RRP Rule Regulations) of the structure or site.
5. All Work impacting Lead-Based Paint shall be performed by firms and individuals certified in Lead Safety for Renovation, Repair, and Painting. A copy of the firm's certification and a copy of certification of renovators shall be provided to the District within 10 days of contract issuance. The Contractor shall provide the District a copy of the Attachment – Lead Paint Renovation, Repair, and Painting Recordkeeping Checklist for each work area at project completion.

**ATTACHMENT C - FORM**

**LEAD PAINT RENOVATION, REPAIR, & PAINTING RECORDKEEPING  
CHECKLIST**

Work Date(s): \_\_\_\_\_ Facility: \_\_\_\_\_

Work Area(s): \_\_\_\_\_

Brief Description of Work: \_\_\_\_\_

**Review Conducted of Lead-Based Paint Evaluation Report for Facility to determine whether lead was present on components affected by work:  
(Signature **REQUIRED**)** \_\_\_\_\_

**Work Impacted by Lead-Paint: NO \_\_\_\_\_ YES: \_\_\_\_\_ (if YES complete remaining form)**

Name of Certified RRP Renovator (if used): \_\_\_\_\_

- ☐ Copies of RRP renovator qualifications (training certificates, certifications) on file or attached.
- ☐ Warning signs posted at entrance to work area.
- ☐ Work area contained to prevent spread of dust and debris.
- ☐ All objects in the work area removed or covered (interiors).
- ☐ HVAC ducts in the work area closed and covered (interiors).
- ☐ Windows in the work area sealed.
- ☐ Windows within 20 feet of the work area closed.
- ☐ Doors in the work area closed and sealed (interiors).
- ☐ Doors in and within 20 feet of the work area closed and sealed (exteriors).
- ☐ Doors that must be used in the work area covered to allow passage but prevent spread of dust.
- ☐ Floors in the work area covered with taped-down plastic (interiors).
- ☐ Ground covered by plastic extending 10 feet from work area.
- ☐ Vertical containment installed to prevent migration of dust and debris to adjacent areas.
- ☐ All visible debris HEPA vacuumed or cleaned with wet cloths, protective sheeting misted, folded dirty side inward, and taped for disposal in exterior dumpster.
- ☐ TCLP performed of waste streams greater than 220 lbs. Results (attach lab report): \_\_\_\_\_
- ☐ **Certified Renovator performed EPA Post-Renovation Cleaning Verification Card (describe results, time & date):** \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ Number of wet cloths used: \_\_\_\_\_
- ☐ Work Waste sealed with duct tape in appropriate trash bag and disposed of in exterior dumpster.

**I certify under penalty of law that the above information is true and complete**

**(Signature **REQUIRED**):** \_\_\_\_\_

**ATTACHMENT D**  
**STORMWATER MANAGEMENT PERMIT**

1. The Contractor is responsible for securing and paying for the State Stormwater Management Permit and/or local Stormwater Management Permit as may be required.
  - 1.1. The contractor is responsible to ensure that all the requirements of either the State or local Stormwater Management Permit are strictly followed during construction.
  - 1.2. The Contractor shall review and follow the District's Illicit Discharge reporting procedures in the event of an occurrence.
2. The District may engage a civil engineer to prepare an erosion control plan as part of the overall contract documents.
  - 2.1. The Contractor can use or modify the contract document plan as necessary in their preparation of the Stormwater Management Permit application. However, this does not relieve the Contractor from preparing their own site specific plan for application submission if no plan is provided in the contract documents.
3. The District or designated District's representative may inspect the Stormwater Management plan, project site and Best Management Practices (BMPs) and communicate noted deficiencies for corrective measures at any time during the construction project.
  - 3.1. The Contractor shall be fined up to \$250 dollars per day in addition to any Federal, State or local fines until deficiencies are corrected.
  - 3.2. The Contractor shall coordinate all inspections required by the State or authority having jurisdiction (AHJ).
4. The District's final acceptance of the project and Contractor de-mobilization does not relieve the Contractor of their responsibilities and duties as required in the permit, (i.e., maintain BMPs, regular and post-event inspections as defined in the permit, etc.) while it is still open.
  - 4.1. Final acceptance of ground areas including permanent stormwater structures shall only occur after the required vegetation and stabilization has been established.
  - 4.2. The Contractor is required to conduct monthly inspections of the site and BMPs during this warranty period and make corrective changes to the BMPs or add BMPs as needed.
5. The Contractor will notify the District in writing when they believe all vegetation and stabilization has reached the contract requirements and they want to close the Stormwater Management Permit.
  - 5.1. The District must be allowed the opportunity to review the site and approve the contractor's request to close the permit. The Contractor cannot apply to close the Stormwater Management permit without the District's written approval.
  - 5.2. It is the contractor's responsibility to remove and dispose of all BMPs after the Stormwater Management Permit has been closed.
6. The Contractor shall provide full-time, qualified, and efficient supervision of the work, using competent skill and attention.
  - 6.1. The Contractor's superintendent shall be knowledgeable and completed training in

Stormwater Management & Erosion Control and OSHA construction safety.

- 6.2. The superintendent shall be knowledgeable of all building codes that govern the construction of the project.
- 6.3. The superintendent shall direct, schedule, and coordinate the work.
- 6.4. The superintendent is responsible for determining and supervising all temporary and permanent erection and construction sequences, techniques, means and methods.
- 6.5. The superintendent shall coordinate the work to ensure that all parts fit together properly and in accordance with the Contract Documents.
- 6.6. The superintendent shall carefully study and compare all Contract Documents and other instructions and shall at once report to the Architect (if applicable) and the District any error, inconsistency, or omission which they may discover.