



LIMITED SCOPE AGREEMENT

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

THIS AGREEMENT, effective the ___ day of _____, 202_, by and between Poudre School District R1, hereinafter referred to as the "District," and _____, hereinafter referred to as the "Contractor," for the following project:

IFB # 21-XXX-XXX

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

event of conflict between this Agreement and any Exhibit hereto or any purchase order associated therewith.

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. Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or relate (a) the Contractor's operations; (b) the Contractor's provision of the Services; (c) the Contractor's actual or

alleged infringement of any third party's patent or copyright; and/or (d) the conduct of any of the Contractor's employees, volunteers, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of suits, actions, grievances, charges and/or proceedings. Nothing in this section or otherwise in this Agreement shall be construed in any way or applied in any manner as a complete or partial waiver of the rights of the Contractor under the District's policies and procedures.

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: YES NO

15. Immigrant Worker Regulation. See Attachment A. The Contractor agrees to comply with, sign, and return Attachment A, "Immigrant Worker Regulation."
REQUIRED: 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 Person or Property."
REQUIRED: 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 required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when served if

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

POUDRE SCHOOL DISTRICT-1

By: _____

Title: Director of Construction Services _____

Date: _____

CONTRACTOR

By: _____

Title: _____

Date: _____

EXHIBIT 1

PROJECT SCOPE OF SERVICES

Please refer to the following:

Poudre School District's IFB# 21-XXX-XXX _____
Project published to Bidnet on _____.

ATTACHMENT A - FORM

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

FROM: _____
(Contractor)

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

ProjectName: _____

IFB Number: _____ ProjectNumber: _____

As the Contractor for the above identified bid, I (we) do hereby certify that I (we) do not employ or contract with an illegal alien.

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 restriction for inspection during normal business hours. Copies can be made of such Plans at the normal copying charges established by District.
 - 1.1. If asbestos containing material (ACM) is discovered during construction, Contractor is 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. ~~See~~ Exceptions M 11.512 (

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 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 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.

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

ATTACHMENT D

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 erosion control measures.