

**Agreement for Services Under Cooperative Purchase Agreement**

This Agreement for Services Under Cooperative Purchase Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Star Playgrounds, an independent contractor with a principal place of business at 9892 Titan Park Circle, Unit 1, Littleton, CO 80125 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town requires equipment, products, and services as stated in the Sourcewell Solicitation RFP #101625 ("Sourcewell Agreement"); and

Whereas, Contractor submitted a response to a procurement process with Sourcewell and Sourcewell is a local government agency and service cooperative that offers cooperative procurement to municipal governments within the United States; and

Whereas, the Parties desire to enter into an Agreement based upon this solicitation; and

Whereas, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required services.

Now Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**I. Scope of Services**

A. The Parties agree to be bound by the terms and conditions of the Sourcewell Agreement and with respect to the equipment, products, and services provided by Contractor, except as modified herein.

**Exhibit B:** Sourcewell Solicitation Number RFP #101625

B. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Work set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. No change to the Scope of Work, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the Town.

C. Contractor shall complete the Scope of Work within 150 days of the Town's issuance of a Notice to Proceed.

**II. Term and Termination**

A. This Agreement shall commence on the Effective Date, and shall continue until December 31, 2026.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

C. The Parties agree that the Indemnification and Warranty provisions of this Agreement shall survive termination.

### **III. Compensation**

Upon completion and final acceptance by the Town of the work set forth in the Scope of Work, the Town shall pay Contractor an amount not to exceed \$540,000 (the "Contract Price"), subject to the requirements of C.R.S. § 38-26-107. If Contractor completes the Scope of Work for a lesser amount than the Contract Price, Contractor shall be paid the lesser amount.

Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

### **IV. Modifications**

The Parties agree to modify certain terms and conditions contained in the Sourcewell Agreement as provided herein.

A. Contractor shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Contractor's noncompliance with such accessibility standards.

B. *Keep Jobs in Colorado Act.* Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, et seq. (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), Contractor shall employ Colorado labor to perform at least 80% of the work under this Contract and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Project, without discrimination as to race, color, creed, sex, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a

valid Colorado state-issued photo identification, or documentation that they have resided in Colorado for the last 30 days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed \$500,000 in the aggregate for any fiscal year.

C. *Responsibility.*

1. Contractor hereby warrants that it is qualified to assume the responsibilities and perform the Scope of Work and has all requisite corporate authority and licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of work in the applicable community.

2. The Town's review, approval or acceptance of, or payment for any Work shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

3. Contractor shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

4. Contractor is an independent contractor. Notwithstanding any other provision of this Contract, all personnel assigned by Contractor to perform work under the terms of this Contract shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

D. *Insurance.*

1. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands,

and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

a. Worker's Compensation insurance as required by law.

b. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

c. Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.

d. Builder's Risk or Installation Floater with limits equal to the completed value of the project. Coverage shall be written on an all risk, replacement cost basis including coverage for soft costs, flood and earth movement, if in a flood or quake zone, and, if applicable, equipment breakdown including testing. The Town, Contractor, and subcontractors shall be Additional Named Insureds under the policy. Policy shall remain in force until acceptance of the project by the Town.

e. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate. The policy shall be Claims Made, or tail policy placed, and shall be kept in force for three (3) years following the end of this Agreement.

2. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

3. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

E. *Indemnification.*

1. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Contractor, or at the option of the Town, Contractor agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims, damages, losses, expenses or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent. This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent. Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

2. If Contractor is providing architectural, engineering, surveying or other design services under this Contract, the extent of Contractor's obligation to defend, indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

F. *Warranty.* Contractor shall warrant and guarantee all materials furnished and work performed by Contractor under this Contract for a period of 2 years from the date of final acceptance by the Town. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Town, any portion of the

work or materials that fails or is defective, unsound, unsatisfactory because of materials or workmanship, or that is not in conformity with the provisions of the Contract. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

G. *Bond.* Within 10 days of the date of this Contract, Contractor shall furnish a Payment and Performance Bond in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under this Contract, including the warranty. The bond shall remain in effect at least until 2 years after the date of final acceptance.

H. *Liquidated Damages.*

1. Because time is of the essence and delayed performance causes a compensable, yet difficult to ascertain, damage to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day that all of the work described in the Scope of Work is delayed beyond the deadline set forth in Section I hereof, Contractor shall be assessed the amount of \$250 per day, which constitutes a reasonable estimate of the actual damages such delay would cause the Town.

2. Allowing Contractor to continue and finish the Scope of Work or any part thereof after the deadline set forth in Section I hereof shall not operate as a waiver on the part of the Town of any of its rights under this Contract. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Scope of Work. Liquidated damages may be deducted from any payment due Contractor or any retainage held. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town within 30 days of notice thereof.

I. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

J. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

K. *Governmental Immunity.* The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

L. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

M. *Inconsistent Terms.* All services provided to the Town are first subject to these Terms and secondarily the terms contained in the Sourcewell Agreement. These terms shall prevail over any inconsistent terms of Contractor's other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding on the Town unless specifically accepted in writing with the signature of the Town Mayor.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

**Town of Erie, Colorado**

\_\_\_\_\_  
Andrew J. Moore, Mayor

Attest:

\_\_\_\_\_  
Debbie Stamp, Town Clerk

**Contractor**

By: Signed by:  
Erin Starr  
PSAC9ACB092P430...

State of Colorado )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ as \_\_\_\_\_ of Star Playgrounds.

My commission expires:

(Seal)

\_\_\_\_\_  
Notary Public

## **Exhibit A Scope of Work**

### Project Location

Coal Miner Park is located at 480 Cheeseman Street, Erie, CO 80516, within the Old Town neighborhood. The existing playground footprint consists of approximately 3,787 square feet of level play area, enclosed by a concrete curb and currently surfaced with engineered wood fiber (EWF).

### Project Intent

The project shall deliver a distinctive, durable, and highly engaging playground that serves a wide range of ages and abilities, supports inclusive play, and functions as a long-term neighborhood asset.

Contractor will be expected to work collaboratively with Town staff through design finalization, public input, demolition, installation, and project closeout.

### Project Goals

The replacement playground shall:

- provide developmentally appropriate play opportunities for a range of ages and abilities;
- create varied and engaging play experiences that promote physical activity, creativity, and exploration;
- encourage intergenerational use through features that appeal to caregivers, young children, and older youth;
- serve as a unique neighborhood destination with a cohesive and context-sensitive design;
- utilize durable, high-quality materials that remain visually appealing and functional for a minimum of 15 years ; and
- minimize long-term maintenance needs through material selection, equipment durability, and manufacturer support.

### Applicable Standards

All equipment, materials, installation methods, and surfacing shall meet or exceed the Town of Erie Standards and Specifications, including Section 1273.00 for Playground Equipment, and shall comply with all applicable industry standards, including:

- ASTM F1487
- ASTM F1292
- ASTM F1951
- CPSC Handbook for Public Playground Safety
- IPEMA certification requirements

Where applicable, manufacturers shall maintain ISO 9001 and ISO 14001 certifications.

### Contractor Qualifications

The installer shall hold current CPSI certification. Contractor shall also have documented training or certification in playground construction through the equipment manufacturer and/or a recognized playground construction training program.

### Site Conditions and Existing Features to Remain

The following existing elements are anticipated to remain in place:

- existing concrete sidewalk
- existing concrete edging/curb
- underground drain system

Contractor shall field verify all existing dimensions, site conditions, grades, drainage patterns, and compatibility with adjacent trees, landscaping, and site layout prior to final design and installation.

### Design

- prepare a final playground design within the existing playground footprint
- ensure required use zones, fall zones, and equipment spacing are fully compliant with applicable standards
- incorporate inclusive and age-appropriate play opportunities
- include a subsurface drainage approach consistent with Town standards
- avoid impacts to adjacent landscaping, irrigation, and surrounding site features

### Demolition and Removal

- remove and legally dispose of all existing playground equipment
- remove and dispose of approximately 3,787 square feet of existing EWF surfacing
- protect all site features designated to remain during demolition and construction

### Site Preparation and Installation

- prepare and compact sub-base as required for installation of new playground equipment and surfacing
- maintain or improve existing drainage performance within the playground area
- evenly distribute or remove excavated material as necessary to leave the site clean, stable, and properly drained
- install all playground equipment, footings, and surfacing in accordance with manufacturer requirements and applicable standards

### Surfacing

Poured-in-place (PIP) surfacing is preferred for the full playground footprint. If alternate surfacing is proposed, the contractor shall clearly identify the alternate, explain why it is recommended, and provide associated maintenance implications and lifecycle considerations.

Any proposed surfacing shall meet all applicable accessibility and impact attenuation requirements. If EWF is included in any portion of the design, it shall be installed at proper

depth and with all containment and accessibility considerations addressed.

### Design Preferences

The Town prefers designs that include:

- roofs and/or shade elements
- a visually distinctive and cohesive appearance
- durable materials with low long-term maintenance demands

Metal slides and tube slides are not permitted.

### Public Engagement and Design Coordination

Contractor shall participate in at least one public engagement meeting coordinated by the Town. Contractor shall collaborate with Town staff to refine and finalize the preferred design prior to execution of a final price agreement or purchase authorization.

### Safety and Site Security

Contractor shall be responsible for site safety throughout demolition and installation. This includes:

- providing temporary fencing and site protection measures
- securing all materials, equipment, and work areas
- maintaining a safe construction site for the public and workers

### Inspection and Acceptance

Town staff will perform a post-construction CPSI audit prior to final acceptance. Any deficiencies identified shall be corrected by the contractor at no additional cost prior to project closeout.

### Required Deliverables

#### 1. Concept Plans

- Provide three conceptual graphic plans showing proposed playground layouts within the existing footprint. Each plan shall demonstrate compliance with required safety clearances and show how the design maximizes play value within the available area.

#### 2. Equipment Information

Provide an itemized list of all proposed playground features and components, including:

- Manufacturer
- Model number
- Material description
- Age range, where applicable
- Warranty information
- Color options
- Photographs or cut sheets for each major piece of equipment or structure

#### 3. Pricing

Provide a complete fee statement that includes:

- Total lump sum project price
- Itemized equipment pricing
- Surfacing pricing
- Installation costs
- Freight or delivery charges listed as separate line items
- Any reimbursable expenses
- Hourly rates for additional services, if required

Clearly identify the base price and any discounts applied to equipment and surfacing. The Town is tax exempt and will not pay sales tax.

Exhibit B  
Park Location Maps  
Site Vicinity Map



Overhead of Existing Footprint of Coal Miner Park Playground



Existing Concrete Perimeter Picture



Existing Equipment Photos

