

COMMUNITY PARK PLAYGROUND REPLACEMENT AGREEMENT

This Community Park Playground Replacement Agreement (“**Agreement**”), effective the 22nd day of July, 2025 (“**Effective Date**”), is entered into by and between A to Z Recreation, LLC, a Colorado For Profit Corporation (“**Contractor**”), and Roxborough Village Metropolitan District, a political subdivision of the State of Colorado (“**District**”). The Contractor and the District are referred to collectively as the “**Parties**” and individually as a “**Party**.”

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Project. The Contractor agrees to perform the work described in its proposal dated June 30, 2025 (Quote #45838-6084) (“**Proposal**”), which is attached as **Attachment A** and incorporated as if set forth in full herein (“**Project**”). This Agreement, as may be amended in a writing signed by the Parties, and the Proposal are referred to collectively as the “**Contract Documents**.” If there is a conflict between this Agreement and the Proposal, this Agreement shall control.

2. Work; Substantial Completion. The term “**Work**” means all labor, materials, equipment, tools, and services necessary to perform and complete the Project in compliance with the Contract Documents. The Contractor agrees to perform the Work in a good and workman-like manner in accordance with the Contract Documents and all applicable licenses and permits. Substantial completion of the Project shall be achieved by no later than December 31, 2025 (“**Substantial Completion Date**”). The Substantial Completion Date may only be extended by a Change Order that complies with Section 8, below, and is signed by the Parties. The Contract Price (defined below) shall be reduced by \$250.00 for each day that achievement of Substantial Completion exceeds the Substantial Completion Date, including any extension by an approved and signed Change Order.

3. Contract Price. In exchange for the Contractor’s satisfactory performance of the Project, the District shall pay the Contractor a total of Two Hundred and Sixty-Five Thousand Dollars (\$265,000.00) (“**Contract Price**”). The Contract Price shall be subject to adjustments for increases or decreases reflected in any approved and signed Change Order.

4. Payment. Within 10 business days from the date the last Party signs this Agreement, the District shall pay Contractor 30% of the Contract Price (\$79,500.00). In accordance with C.R.S. §24-91-103 and §38-26-107, within 60 calendar days from the date the District finally accepts the completed Project, the District shall establish a final settlement date on which it will pay the Contractor the balance of the Contract Price (\$185,500.00), provided there is no dispute between the Parties regarding the Project and no verified statement of claim has been filed with the District. If such a dispute occurs, or if a verified statement(s) of claim is filed, the District shall withhold from the final settlement payment an amount that would reasonably pay for the correction of any deficient or defective Work or any other matters that form the basis for the dispute, and an amount that is equal to the amount alleged to be owed under any verified statement(s) of claim.

5. Governmental Immunity and Indemnification.

a. This Agreement, including any approved and signed amendment to this Agreement, and the Proposal are not intended, and shall not be construed, as a limitation on or waiver of any of the privileges, immunities, benefits, notice requirements, limitations, benefits, or defenses provided to, or enjoyed by, the District and its current and former directors, officers, representatives, and agents under federal and state law, including but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

b. The Contractor shall indemnify and defend the District and its current and former directors, officers, representatives, and agents from and against any loss, liability, damages, claim, cause of action, cost, or expense (including reasonable attorneys' fees, costs, and expenses) of any kind or nature whatsoever arising from or relating to any intentional or negligent act or omission of the Contractor, or any subcontractor, vendor or supplier, or other person or entity performing any Work or any other aspect of the Project on behalf of the Contractor or a subcontractor. The District has the right to select its legal counsel, even though the Contractor is solely responsible for the payment of the defense costs.

6. Taxes. As a governmental entity, the District is tax exempt and has provided the Contractor with evidence of such exemption. If the District is taxed as a result of the Contractor or a subcontractor failing to assert the District's tax-exempt status, the Contractor shall be solely responsible for paying such tax.

7. Installation.

a. The Contract Price includes the unloading off the delivery truck and storage of equipment at the installer's yard for up to 30 calendar days. Additional storage may be subject to additional charges.

b. The Contract Price does not include surveys, site prep, grading, excavation, demolition, security, perimeter/security fencing, dumpsters, irrigation revisions, private locates, permits, prevailing wages/certified payroll, traffic control, or removal of footing spoils.

c. The Contractor shall be provided access to the Project site as necessary to perform the Work. The Contractor shall obtain the District's written approval before using heavy equipment that could damage District improvements, such as concrete or asphalt. The Contractor shall be solely responsible for repairing or replacing any damage it causes to District improvements or paying the District an amount necessary for the District to have the damaged improvements repaired or replaced.

d. If rock or abnormal soil conditions are encountered during installation, additional fees may apply but must be approved by the District in writing prior to the Contractor proceeding.

e. The Contractor is responsible for providing gravel for drainage. The District is responsible for all other drainage and for notifying the Contractor of any known drainage issues.

f. The District is responsible for site preparation to the proper depth, with a grade/slope that does not exceed 2% in any direction, including grading; excavation; stone, asphalt or concrete work; curbing; and ramps.

g. The Contractor shall obtain main utility locates from 811. The District is responsible for any private locates required and marking all other utilities, irrigation, and drainage/sewer system components. The Contractor shall not be liable for any damage done to any type of underground utilities on the Project site, including but not limited to, sewer, electrical, telecommunications, or landscaping sprinkler lines/heads, unless such damage was the result of the negligent act or omission of the Contractor, a subcontractor, or any other individual or entity performing any portion of the Work on behalf of or for the Contractor.

h. The Contract Price is based on all Work being performed with one mobilization. If, through no fault of the Contractor, an additional mobilization(s) is required, the Contractor shall be entitled to the reasonable and documented costs of such additional mobilization(s).

i. Pricing for the installation of the EWF surface is based on the Contractor being able to deliver the product with a blower truck at less than 500' from the final installation point.

8. Changes in the Work. Changes in the Work may be accomplished after execution of this Agreement by a Change Order. A Change Order shall be in writing and signed by the Parties. At a minimum, the Change Order shall state the change in the Work, any change to the Substantial Completion Date, and the amount of adjustment, if any, in the Contract Price.

9. Permits and Government Inspections. The District shall pay for all permits, governmental fees, and licenses, and the Contractor shall pay for all inspections necessary for proper execution and completion of the Work. The Contractor represents and warrants that it holds all licenses necessary to perform the Work and agrees to maintain such licenses throughout the duration of the Project.

10. Statutory Provisions. Pursuant to Section 24-91-103.6, C.R.S., the District states that:

a. It has appropriated funds for the Project in an amount that is equal to, or in excess of, the Contract Price;

b. The District shall not make a contract modification, as defined in section 24-101-301 (10), or other form of modification or issue a District directive that would require the Contractor to perform additional compensable Work that would cause the original Contract Price to be exceed, unless the District gives the Contractor written assurance that lawful appropriations to cover the costs of the additional Work have been made and the appropriations are available prior

to performance of the additional Work or unless such Work is covered under a remedy-granting provision in this Agreement; and,

c. For any form of modification or District directive requiring additional compensable Work to be performed, the District shall reimburse the Contractor for the Contractor's costs on a periodic basis, as those terms are defined in this Agreement, for all additional directed Work performed until a contract modification is finalized; provided, that in no instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the District for the additional compensable Work to be performed.

11. Insurance. The Contractor shall maintain workers' compensation insurance required on all Contractor employees with minimum coverage at least equal to the statutory minimum. The Contractor shall also maintain comprehensive general commercial liability, independent contractor's liability, and business automobile liability insurance with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. All such insurance shall include the "Roxborough Village Metropolitan District" as an additional insured and shall include a provision prohibiting cancellation, termination, or alteration without thirty (30) calendar days prior written notice to the District. The insurance shall also state that the District's insurance is not contributory. The Contractor shall provide the District with a copy of the Certificate(s) of Insurance and/or endorsement(s) before commencing the Work.

12. Non-Conforming Work. In addition to the Contractor's two year warranty, if within one year of the District accepting the Project as finally completed, the District identifies Work that does not comply with the requirements of the Contract Documents, including substitutions not properly approved and authorized ("**Non-Conforming Work**"), the Contractor shall correct it promptly after receiving the District's written notice of the Non-Conforming Work. If the Contractor fails to promptly correct the Non-Conforming Work, the District may correct it, and the Contractor shall reimburse the District for all costs and expenses incurred in correcting the Non-Conforming Work.

13. No Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party.

14. Attorneys' Fees, Costs, and Expenses. In any civil action or proceeding arising from or relating to this Agreement, the Work, and/or the Project, the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including the reasonable attorneys' fees, costs, and expenses incurred in any appellate action and in collecting or executing upon any judgment, order, or award.

15. Governing Law; Jurisdiction and Venue. Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the District Court for Douglas County.

16. Miscellaneous. This Agreement is the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the Parties. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not

operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. This Agreement may be executed in counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one valid and binding instrument.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, a political subdivision of the State of Colorado

By: Ephram Glass 07 / 22 / 2025
Ephram Glass, Board President Date

A TO Z RECREATION, LLC, a Colorado For Profit Corporation

By: Brandon Smith 07/23/2025
Brandon Smith, President Date

ATTACHMENT A
(Signature Version 7-18-25)

Roxborough Community Park

Quote # 45838-6084 **Expires: 07/30/2025**
Date: June 30, 2025
From: Brandon Smith | (303) 601-7245 | Brandon@AtoZRec.com
To: Peggy Ripko
Phone: 303-987-0835
Email: pripko@sdmsi.com
Site Addr: 7671N Rampart Range Rd
City, ST Zip: Littleton, CO 80125



BCI Burke Proposal #136-198039-5

PART	DESCRIPTION	QTY	UNIT	AMOUNT
	Burke Aspire Tower play unit for ages 5-12 w/ multiple slides and climbers, a Niche capsule, Evolution roofs, a rope tunnel and an ADA transfer station.			\$131,725.00
560-0073	Nido Spinner	1	\$4,250.00	\$4,250.00
580-	Playhouse	1	\$6,655.00	\$6,655.00
560-2747	Launch Freestanding Slide	1	\$4,876.00	\$4,876.00

BCI Burke's Industry Leading Generations Warranty **Free**
 Freight to Installer's Yard \$7,994.00
Total BCI Burke \$155,500.00

IDSCULPTURE

PART	DESCRIPTION	QTY	UNIT	AMOUNT
PB006	Pagosa Boulder - 12'-3"x7'-9"x10'-0"	1	\$37,660.00	\$37,660.00
			Freight	\$1,300.00
			Total IDSCULPTURE	\$38,960.00

EWF Surfacing

DESCRIPTION	AMOUNT
161 CY of EWF Surfacing, to cover 3,250 SF @ 12" compacted depth, with 6" pea gravel & 2 layers of fabric. Installed with Blower Truck.	\$19,970.00
Total EWF Surfacing	\$19,970.00

Installation

DESCRIPTION	AMOUNT
Installation of BCI Burke Equipment, Listed Above	\$51,995.00
Installation of IDSculpture Pagosa Boulder	\$9,375.00
Total Installation	\$61,370.00

Final Pricing

Sub Total \$275,800.00
A to Z Recreation Courtesy Discount ~~-\$10,800.00~~
Grand Total **\$265,000.00**

Complete Terms & Conditions on Following Page

Prepared By: Brandon Smith

Lead Times listed are typical, but may be longer during peak season

Installation: *Installation date* will be penciled in upon order with the installation crew able to finalize schedule when equipment is in town, *typically on site 2-6 weeks* from time of all equipment arrival (weatherdependent)

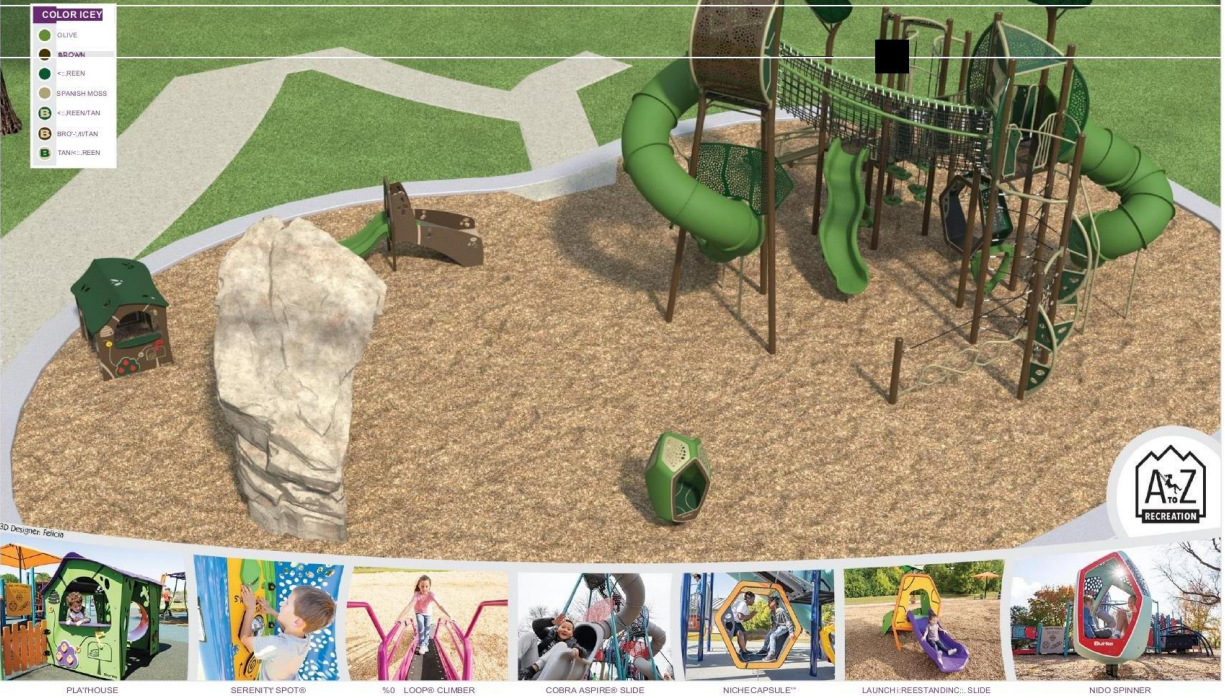
BCI Burke: *Currently Shipping 10-12 Weeks* from time of completed order documentation (color selections, etc.)

IDSculpture: *Currently Shipping 12-16 Weeks* from time of completed order documentation (color selections, etc.)

We have moved to an online signature process. When ready to proceed with this order, please contact your sales associate and a DocuSign link will be sent to you for signature.

If you are issuing a Purchase Order, please email Lin@AtoZRecreation.com for instructions.

ATTACHMENT A
(Signature Version 7-18-25)



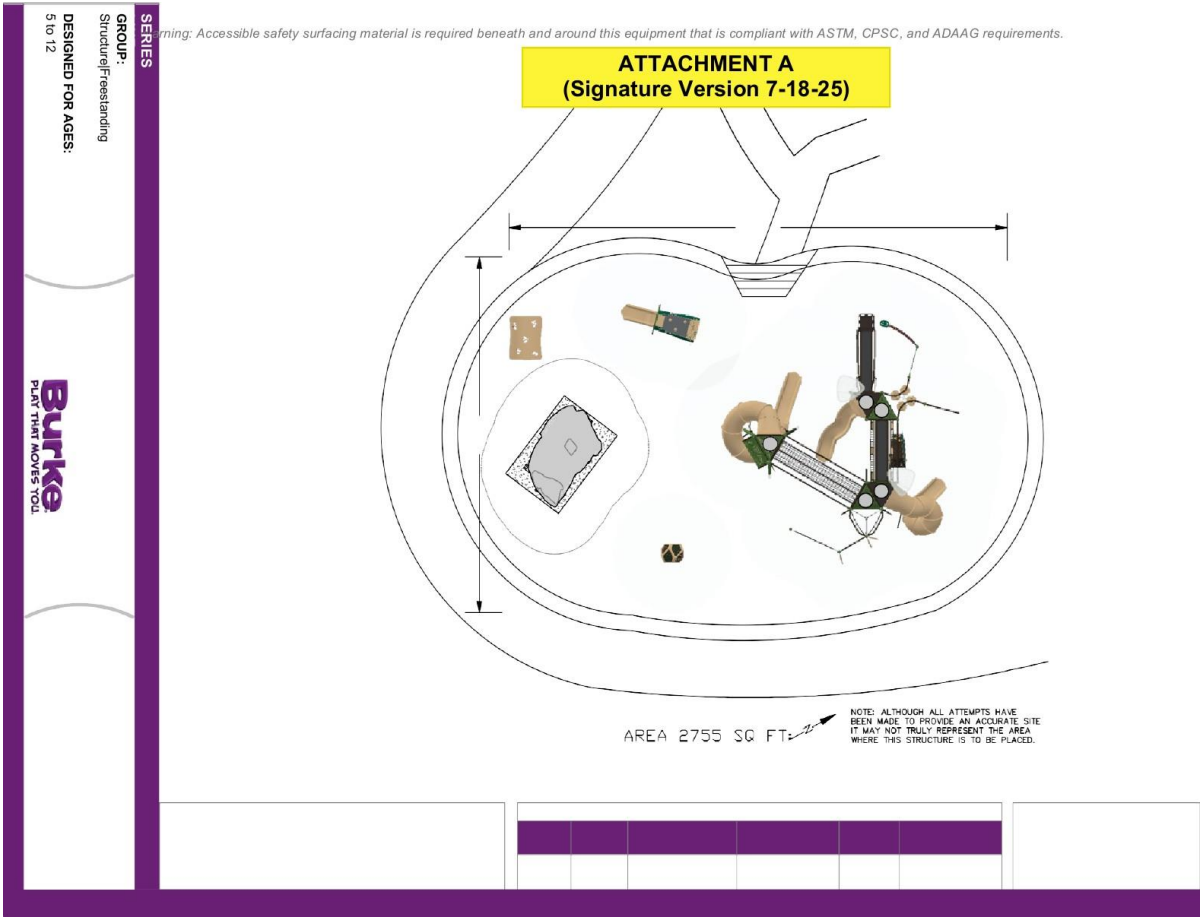
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AtoZ Recreation
PO Box 626 | Littleton, CO 80160 | 303-601-7245

Proposal 136-198039-5 | 6/25/2025





SERIES

Nucleus | Intensity

GROUP:

Structure

DESIGNED FOR AGES:

5 to 12

BOI BURKE COMPANY, LLC | PO BOX 548 FOND DU LAC, WI 54936-0548 | 920.921.9220 | I@BURKE.COM

06/25/2025

AtoZ Recreation

136-198039-5

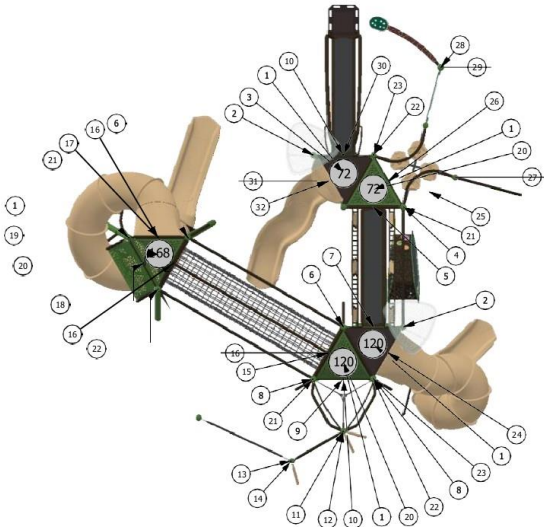
Designer: Malorie Pierce

COMPONENT VIEW

Roxborough Community Park

Littleton, CO 80125

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ITEM	COMP.	DESCRIPTION
1	270-0129	TRIANGLE PLATFORM
2	470-0260	SOLOS HUE POST TOPPER
3	570-1884	TRIGON SPOT
4	470-0979	NICHE CAPSULE
5	370-0209	EVOLUTION 360 INCLUSIVE CLIMBER
6	570-0002	ASPIRE MEDIUM WING
7	570-1885	TRIGON, UPRIGHT
8	570-0001	ASPIRE SMALL WING
9	370-1746	ROPE TRIANGLE CLIMBER, 48" TO 120"
10	270-0120	EVOLUTION UNITARY ENCLOSURE
11	370-1616	TAKTICS, TALL ROPE WALL
12	370-0852	VERTO CLIMBER 2
13	370-1651	TRANGO CLIMBER, POST TO POST
14	370-0854	VERTO CLIMBER 1
15	370-0068	ASPIRE ROPE TUNNEL
16	570-1544	EVOLUTION SHORT CURVED TOP BARRIER
17	470-0130	ASPIRE COBRA 168"
18	470-0968	SERENITY SPOT PRIMARY, TO ROOF
19	670-0006	ASPIRE TRIPOD CONNECTOR
20	470-0017	EVOLUTION TRIANGLE APEX ROOF
21	470-0008	EVOLUTION SIDE ROOF SUPPORT, LEFT
22	470-0009	EVOLUTION SIDE ROOF SUPPORT, RIGHT
23	470-0006	EVOLUTION BOTTOM ROOF SUPPORT, SINGLE
24	470-0113	COBRA SLIDE CORKSCREW RIGHT 120"
25	370-1733	PODSTEP CLIMBER 64"-72"
26	270-0292	EVOLUTION CENTER MOUNT ENCLOSURE
27	370-0288	ARRAY CLIMBER
28	370-0873	CLIMB CROSS
29	370-1720	LIL NOVO BALANCE BEAM LINK
30	370-1729	360 LOOP CLIMBER
31	470-0850	CSA VIPER S 64-72 W/O HOOD
32	470-0805	SLIDE HOOD, HIGH SIDE WALL





3D Designer, Felicia

Colors that move you

Powder Coat Paint

Green	Olive	Lime	Mint	Spearmint Mousse	Aqua	Sky	Ocean	Blue	Navy	Purple	Plum	Fuchsia
Burgundy	Red	Redwood	Orange	Yellow	Lemon	Gold	Tan	Brown	Black	Charcoal	White	White

Traditional Series Site Amenities

Green	Blue	Red	Tan	Brown	Black	Gray
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Platforms

Blue	Brown	Gray
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Solis Hue Toppers

Green	Purple	Orange
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RockIt Climbers

Granite	Sandstone
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HDPE Plastic Panels

Green/Tan Green Single Color	Olive/Black Olive Single Color	Lime/Black Lime Single Color	Ocean/Black Ocean Single Color	Blue/White Blue Single Color	Blue/Yellow Blue Single Color	Purple/Gray Purple Single Color
Red/White Red Single Color	Orange/Black Orange Single Color	Yellow/Black Yellow Single Color	Yellow/Red Yellow Single Color	Tan/Green Tan Single Color	Brown/Tan Brown Single Color	Black/Gray Black Single Color
Gray/Black Gray Single Color						

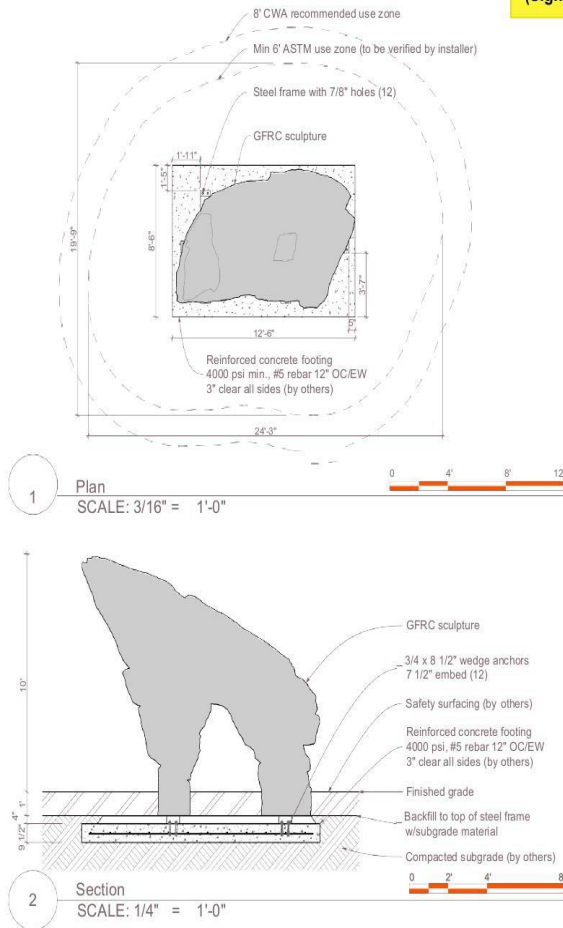
Shade Canopies

Green	Aqua	Blue	Red	Orange	Gray	Charcoal
Lime	Sky	Purple	Mahogany	Yellow	Sand	Brown

Rotomold Plastic

Green	Olive	Lime	Ocean	Blue	Purple	Red	Orange	Yellow	Tan	Granite
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ATTACHMENT A
(Signature Version 7-18-25)



3 Pagosa Boulder PB006 (Sandstone)

IDS SCULPTURE
PLAY, CLIMB, EXPLORE

Pagosa Boulder
PB006
Age Group: 5-12

100% CONSTRUCTION DRAWINGS

All ID Sculpture projects are designed to meet or exceed ASTM 1487. Please consult ASTM 1487 for required hazard warning and signage specifications. Not all equipment may be appropriate for all children. Supervision is required. ASTM compliant safety surfacing is required under and around all play equipment. The Americans with Disabilities Act (ADA) may require your play area to be accessible, please consult with an ADA professional to ensure compliance.

Date: 1/24/2025

Sheet #: A.01.1

Drawing Title: Layout

Approved By / Date:

591 South Boulevard Street
Gunnison, Colorado 81230
info@idsculpture.com

**ATTACHMENT A
(Signature Version 7-18-25)**



Typical Rock Types

Selected



Sandstone



Granite



Buff Granite



Quartzite

Rope Color Choices



PE01 - Polyester, Black



PE02 - Polyester, Green



PE03 - Polyester, Red



PE04 - Polyester, Royal Blue



PE05 - Polyester, Tan



PE06 - Polyester, Yellow

Selected