

## SECOND AMENDATORY AGREEMENT

**THIS SECOND AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **BEDROCK, LLC**, a Colorado limited liability company, with an address of 6564 N County Road 11C, Loveland, Colorado 80538 (the “**Contractor**”), jointly “the Parties.”

### RECITALS

**A.** The Parties entered into an Agreement executed on May 18, 2023; and a First Amendatory Agreement executed on April 25, 2025 (the “Agreement”), for the performance of certain work set forth in the Agreement and the exhibits thereto; and

**B.** The Parties wish to continue the services under the Agreement with modified terms; and

**C.** The Parties therefore wish to revised the term date and maximum contract amount in order to continue services.

**NOW, THEREFORE**, the Parties hereby amend the Agreement as follows:

**1.** All of the recitals above are hereby confirmed and incorporated herein as a part of the Agreement.

**2.** Section 3 of the Agreement, entitled “**TERM**” is hereby amended to read as follows:

“The term of the Agreement runs from the Effective Date of this Agreement and shall expire on May 18, 2028, or until the Maximum Contract Amount specified is expended, whichever is sooner; or unless this Agreement is terminated earlier as provided in this Agreement or unless this Agreement is extended as provided in a separate amendment to this Agreement (“**Term**”). If the time needed to complete any Work Order or amended Work Order extends beyond the Term specified above, this Agreement shall remain in full force and effect but only as to such Work Order or amended Work Order; however, the total amount paid to the Contractor shall not exceed the Maximum Contract Amount specified in sub-section 4.A below.”

**3.** Section 4.A. of this Agreement, entitled “**Maximum Contract Amount**”, is hereby amended to read as follows:

“The Maximum Contract Amount to be paid by the City to the Contractor shall in no event exceed the sum of **ONE MILLION TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,200,000.00)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement. The Maximum Contract Amount stated

herein is not intended, and shall not be construed, as a promise or guarantee to the Contractor that Work Orders or amended Work Orders with Work Project Amounts totaling or approximating the Maximum Contract Amount will be issued to the Contractor. Issued Work Orders and amended Work Orders shall not, individually or cumulatively, authorize the performance of Work for which the Work Project Amount(s) exceed the Maximum Contract Amount. It shall be the responsibility of the Contractor to verify that the total Work Project Amount(s) do not exceed the Maximum Contract Amount of this Agreement.”

4. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

5. This Second Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** PARKS-202582266-02/202367208-02  
**Contractor Name:** BEDROCK LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

PARKS-202582266-02/202367208-02  
BEDROCK LLC

By: Signed by:  
*Mike Uittenbogaard*  
DA28A0CE0BB6425...

Name: Mike Uittenbogaard  
(please print)

Title: General Manager  
(please print)

ATTEST: [if required]

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



Bedrock LLC  
 1501 Backhoe Rd  
 Loveland CO 80537  
 Dispatch 970-776-8150  
[www.groundsolutionsco.com](http://www.groundsolutionsco.com)

**Bid Proposal: 44936**  
**Contractor:** City and County of Denver  
**Contact:** Shelley Sherrill  
**Email:** shelly.sherrill@denvergov.org  
**Date:** 2/14/2025  
**Phone:**  
**Job:** On-Call Material 5/26-5/28

Description	Unit x amount	Price
EWf: Purchase, delivery and installation of EWf with blower truck into playgrounds for refresh and new construction. (No price difference for volume orders)	1 cy x \$40.25 \$	40.25
Cascade Cedar: Purchase, delivery and installation of Cascade Cedar with blower truck into landscape beds. Pricing does not include any necessary permits or lane closures for median work.	1 cy x \$89.50 \$	89.50
Bark Mulch: Purchase, delivery and installation of bark mulch with blower truck into landscape beds. Material subject to availability. Pricing does not include any necessary permits or lane closures for median work.	1 cy x \$91.00 \$	91.00
Colored Mulch: Purchase, delivery and installation of colored mulch with blower truck into landscape beds. Pricing does not include any necessary permits or lane closures for median work.	1 cy x \$61.00 \$	61.00
Planters Mix: Purchase, delivery and installation of planters mix with slinger truck. Pricing does not include any necessary permits or lane closures for median work. (25 ton minimum load)	25 ton x \$87.00 \$	2,175.00
Squeegee: Purchase, delivery and installation of crusher fines with slinger truck. Pricing does not include any necessary permits or lane closures for median work. (25 ton minimum load)	25 ton x \$63.00 \$	1,575.00
Pea Gravel: Purchase, delivery and installation of crusher fines with slinger truck. Pricing does not include any necessary permits or lane closures for median work. (25 ton minimum load)	25 ton x \$72.00 \$	1,800.00
1.5" River Rock: Purchase, delivery and installation of crusher fines with slinger truck. Pricing does not include any necessary permits or lane closures for median work. (25 ton minimum load)	25 ton x \$87.00 \$	2,175.00
1.5" Granite Rock: Purchase, delivery and installation of crusher fines with slinger truck. Pricing does not include any necessary permits or lane closures for median work. (25 ton minimum load)	25 ton x \$80.00 \$	2,000.00
2-4" Cobble: Purchase, delivery and installation of crusher fines with slinger truck. Pricing does not include any necessary permits or lane closures for median work. (25 ton minimum load) LIMITED AVAILABILITY	25 ton x \$108.00 \$	2,700.00
Topsoil: Purchase, delivery and installation of topsoil with blower truck. Pricing does not include any necessary permits or lane closures for median work. 20CY minimum.	20 cy/ton x \$99.00 \$	1,980.00
Planters Mix: Purchase, delivery and installation of planters mix with blower truck. Pricing does not include any necessary permits or lane closures for median work. 20 CY minimum.	20 cy/ton x \$107.00 \$	2,140.00
Amended Topsoil: Purchase, delivery and installation of amended topsoil with blower truck. Pricing does not include any necessary permits or lane closures for median work. 20 CY minimum.	20 cy/ton x \$102.00 \$	2,040.00
<b>Material Sales Tax at: Exempt</b>		
<b>Total</b>		