

AGREEMENT TO PROVIDE THE PURCHASE OF A SOD MULCHER
between
LARAMIE COUNTY, WYOMING GOVERNMENT,
And
BULLDOGGER SERVICES INC.

This Agreement is made and entered into by and between Laramie County, Wyoming Government, 310 W. 19th Street, Suite 300, Cheyenne, Wyoming, 82001 (“COUNTY”) and Bulldogger Services Inc., located at 22 Bulldogger Drive, Parkman, WY 82838 (“CONTRACTOR”).

I. PURPOSE

The CONTRACTOR is to provide the purchase of a used Capital I Industries pull type sod mulcher, as described in Exhibit A, consisting of four (4) pages and incorporated herein by this reference.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement and shall remain in force until the project is completed by CONTRACTOR and accepted by COUNTY as set forth in the Agreement.

III. PAYMENT

COUNTY shall pay CONTRACTOR for services upon receipt of the CONTRACTOR’S invoice to the COUNTY as detailed in Exhibit B, consisting of one (1) page and incorporated herein by this reference. The total payment to CONTRACTOR under this Agreement shall not exceed forty-four thousand dollars (\$44,000.00), unless negotiated by both parties in writing. Payment will be made to CONTRACTOR for materials upon invoice. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended). A portion of this project is being paid for with Federal ARPA Funds (ALN #21.027).

IV. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall provide a Capital I Industries pull type sod mulcher as specified in Exhibit A.
- B. CONTRACTOR shall work closely with COUNTY in coordinating the purchase and delivery, CONTRACTOR will work with COUNTY as needed in accordance with such individuals or couriers as deemed appropriate by COUNTY.
- C. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of

its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR, which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions.

V. GENERAL PROVISIONS

A. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

B. Entire Agreement: Then entire agreement between the parties, consisting of ten (10) pages, which consists of the Agreement five (5) pages, Exhibit A, four (4) pages, and Exhibit B, consisting of one (1) page, represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

C. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

D. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

E. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

F. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

G. Contingencies: CONTRACTOR certifies and warrants no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

H. **Discrimination:** All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

I. **ADA Compliance:** All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

J. **Governmental/Sovereign Immunity:** COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

K. **Indemnification:** To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

L. **Third Parties:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

M. **Conflict of Interest:** COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity, which would constitute a conflict of interest relative to this Agreement.

N. **Force Majeure:** Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

O. **Limitation on Payment:** COUNTY's payment obligation is conditioned upon the availability of funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for

which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services, which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

P. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Q. Compliance with Law: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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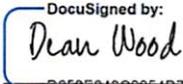
AGREEMENT TO PROVIDE THE PURCHASE OF A SOD MULCHER
between
LARAMIE COUNTY, WYOMING GOVERNMENT
and
BULLDOGGER SERVICES INC.

By: _____ Date _____
Chairman Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: BULLDOGGER SERVICES INC.

By:  _____ Date 2/25/2026
Name: Dean Wood
Title: pres.

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

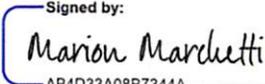
By:  _____ Date 2/24/2026
Laramie County Attorney's Office
Marion Marchetti
Deputy County Attorney

EXHIBIT A

ORIGINAL

6.0 BID FORM (Attachment)

TO: John Poelma
13797 Prairie Center Circle
Cheyenne, WY 82009
(307) 633-4302

The undersigned hereby declares that [firm name] Bulldogger Services Inc.

have carefully examined the specifications to furnish: One new or used **Pull Type Sod Mulcher.** for which bids were advertised to be received **no later than 2:00 PM, MST, November 4, 2025** and further declare that [firm name]

Bulldogger Services Inc. will furnish the said work according to specifications.

Proposed Cost Total Estimated Cost for Project: \$ 38,000.00 used sod mulcher

The above prices are all inclusive; County shall pay no other forms of compensation. The County reserves the right to add additional related services that were not known at the time of the publishing of this RFB to any resulting contract, upon negotiations with awarded contractors that is mutually agreeable.

Have you supplied the Submittal Requirements outlined above? YES NO

Laramie County reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Bids and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this bid/offer document and any contract(s) and/or other transactions required by award of this RFB.

Company Bulldogger Services Inc.

By Dean Wood (Print name)

Signature [Signature]

Address 22 Bulldogger Dr.

City Parkman State WY. ZIP 82838

Telephone 307-751-4881 Fax _____

E-Mail Address: deanwood@bulldoggerservices.com

DUNS# 832774868

1.0 Purpose & Overview

Laramie County Public Works is soliciting competitive, sealed bids from qualified vendors to provide one (1) new or used Pull Type Sod Mulcher. The purpose of this tool is to mill washboards from the road surface, remove rocks from the road surface, eliminate clumps of vegetation from gravel, reclaim gravel from ditches, and reshape road surfaces.

2.0 Scope of Services

Specifications for Bid

The tool will be paired with a 6105 John Deere tractor.

The winning bidder must be registered with sam.gov

Estimated date of delivery: 30 Days we will try to make it faster

General

- Pull-type mulcher with drawbar hitch
 - Meets specifications: Yes No
- PTO driven (1,000 rpm capable) (1 ¾ inch shaft)
 - Meets specifications: Yes No
- Minimum nine (9) Foot working width
 - Meets specifications: Yes No
- Changeable carbide teeth
 - Meets specifications: Yes No
- Able to angle to both left and right while in operation
 - Meets specifications: Yes No

Safety & Other

- Paper copies of Service, Repair, and Parts Manuals (to be supplied upon delivery)
 - Meets specifications: Yes No
- One complete set of filters shall be provided
 - Meets specifications: Yes No

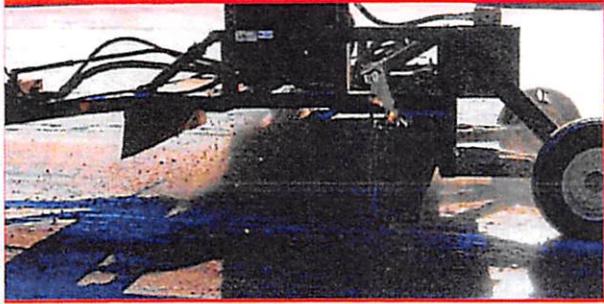


Setting the standard in road maintenance equipment



PULL TYPE SOD MULCHER

- ▶ Couples to standard tractor hydraulics and 1000 PTO
- ▶ Complete independant hydraulic drive system and cooler
- ▶ Performs the same work as the Grader Mount Sod Mulcher
- ▶ Use in winter for milling icy, snowpacked corners and roadways
- ▶ Able to angle left or right
- ▶ Quick change carbide drum teeth



Mills washboards, ice, and removes rock from road surface

Eliminates windrows. reclaims gravel and reshapes road surface. Mixes aggregate and chemicals.

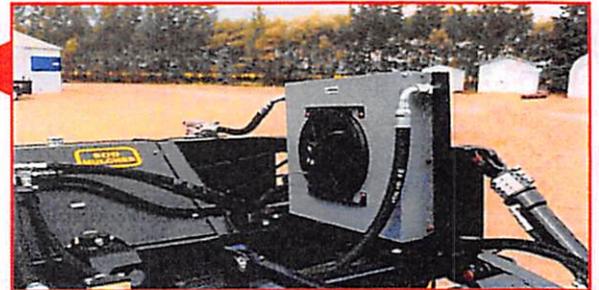
Couples to standard tractor hydraulics and 1000 PTO.

Recommended minimum 90 HP.



The Pull Type Sod Mulcher features quick change carbide drum teeth

Complete independant hydraulic drive system and cooler



The Capital I Pull Type Sod Mulcher performs the same work as the Grader Mount Sod Mulcher



BULLDOGGER
SERVICES INC.

Takin' the bull by the horns

Dean Wood
Owner

307.751.4881

dean@bulldoggerservices.com

www.bulldoggerservices.com

22 Bulldogger Drive
Parkman, WY 82838

Affix dealer stamp here

EXHIBIT B



Business Office
22 Bulldogger Drive
Parkman, WY 82838

Estimate

Date	Estimate #
1-20-2026	B1-26-005

Prepared Exclusively For:	Ship To:
Laramie County Public Works Cheyenne, WY.	Cheyenne, WY.

Project	PO Number	Terms	FOB
Description	Quantity	Rate	Total
Used pull type Capital I sod mulcher Price includes delivery and extra set of teeth	1	\$44,000.00 ea.	\$44,000.00
Signature:		Subtotal	Usd\$44,000.00
Estimate expires 30 days after issue date.		Sales Tax (0.0%)	
dean@bulldoggerservices.com	307-751-4881 (Dean)	Total	