

**AGREEMENT TO PROVIDE AND INSTALL 22 WATER HYDRANTS FOR THE
ARCHER RV PARK**

between

LARAMIE COUNTY, WYOMING and MDM LANDSCAPING.

This Agreement is made and entered into by and between Laramie County, Wyoming, 310 W. 19th Street, Suite 300, Cheyenne, Wyoming, 82001 ("COUNTY") and MDM Landscaping whose address is P.O. Box 2726, Cheyenne, Wyoming, 82003 ("CONTRACTOR").

I. PURPOSE

The CONTRACTOR is to provide and install new water hydrants for the Archer RV Park, as requested in the RFB issued by the Laramie County Events Department.

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 no later than May 1, 2025 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 the RFB attached hereto as Exhibit A, which is fully incorporated herein. The total payment to CONTRACTOR under this Agreement shall not exceed \$72,761.00 (bid amount), 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). This project is being paid for with Federal ARPA Funds (ALN #21.027).

IV. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall provide and install 22 lead-free, frost-proof yard hydrants (P-360 Sanitary Bury Hydrants) at the Archer RV Park.
- B. CONTRACTOR shall work closely with COUNTY in coordinating the purchase and installation, CONTRACTOR will work with COUNTY as needed in accordance with such individuals or curriers 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: This Agreement (5 pages), and the attached RFB (13 pages) and the attached Proposal (7 pages) 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.

[The remainder of this page is intentionally left blank]

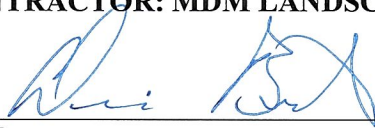
**AGREEMENT TO PROVIDE AND INSTALL 22 WATER HYDRANTS FOR THE
ARCHER RV PARK
between
LARAMIE COUNTY, WYOMING and MDM LANDSCAPING**

By: _____ Date _____
Chairman Laramie County Commissioners

ATTEST:


By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: MDM LANDSCAPING

By:  _____ Date 12-11-24
Name:
Title:

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 12-11-24
Laramie County Attorney's Office

Copy



MDM LANDSCAPING INC

PO BOX 2726

CHEYENNE, WYOMING 82003-2726

307-477-3900

Laramie County Events

Frost proof yard hydrants replacement

Profile:

MDM Landscaping History

A locally owned and operated company.

I purchased MDM landscaping in the spring of 1986.

We strive to provide a complete range of landscaping and irrigation for commercial, residential and municipal applications.

Our goal is to create, develop and enhance your property for best use of efficient space within your budget, and to exceed your expectations.

Organizational Structure:

MDM Landscaping is operated as a Sub S Corporation.

Ownership:

After earning a bachelor degree in Ag-Business, I managed a sod growing and production business for five years.

For the past 36 years, have operated MDM Landscaping and am proud to apply my extensive knowledge and experience to provide you with quality work and continued customer service.

In my spare time I enjoy my daughter's family, grandkids and being outdoors benefiting from Wyoming's vast opportunities.

Business Venue:

Currently I operate only in Wyoming, normally in Cheyenne and Laramie County.

Status and Corporate Direction:

A small company focused on each client and completely meeting and exceeding expectations.

We listen to your needs and manage your project from start to finish based on honesty, professionalism, reasonable pricing and quality service tailored to your needs.

Some Past Landscape Projects:

Goins School

Poder School

Tortilla Factory

Air Guard Administration Building

Henderson School

Wyo-Tech Dorms (Laramie)

Air Guard Fire Station

Air Guard Cafeteria

Pine Bluffs City Park

Cheyenne Soccer Field Phase 1

State Parking Structure

State Capitol Parking Lot

Clear Creek Park Renovation

References:

Ray Fertig

Five R Construction

Rande Pourppirt

Architect

Brian Jackson

McDonalds Cheyenne General Manager

Copy

CONFLICT OF INTEREST & DISCLOSURE FORM

I HEREBY CERTIFY that

I (printed name) Dennis Bristow
am the (title) President
and the duly authorized representative of the firm of (Firm Name) MDM Landscaping of Cheyenne Inc.
whose address is PO Box 2726 Cheyenne WY 82003
543 E. Powell Rd Cheyenne WY 82009


And I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

Neither the business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the Building Code Regulations of Laramie County, nor has any outstanding past due debt to Laramie County; and,

This Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: 
Printed Name: Dennis Bristow
Firm Name: MDM Landscaping of Cheyenne Inc.
Date: 11-25-2024

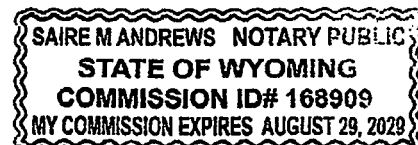
Sworn to and subscribed before me this 25th day of November, 2024.

Notary Public - State of Wyoming

My Commission expires Aug 29 2029

Saire Andrews

(Printed, typed or stamped commissioned name of Notary Public)



Copy

BID FORM

TO: Dan Ange, Events Director
Laramie County Events Department
3801 Archer Pkwy
Cheyenne, WY 82009

The undersigned hereby declares that [firm name]

MDM Landscaping of Cheyenne Inc.

have carefully examined the specifications to furnish: Water Hydrants for Archer RV Park for the Laramie County Events Department for which bids were advertised to be received **no later than 2:00 p.m., local time, November 26, 2024** and further declare that [firm name]

MDM Landscaping of Cheyenne Inc.

will furnish the said work according to specifications.

Proposed Cost

Total Estimated Cost for Project: \$

72,761.00 Copy # 41K57

Delivery date 3 weeks after contract signing
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 RFP to any resulting contract, upon negotiations with awarded contractors that is mutually agreeable.

Have you supplied the Submittal Requirements outlined above? X 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 RFP.

Company MDM Landscaping of Cheyenne Inc.

By Dennis Bristow (Print name)

Signature [Signature]

Address PO Box 2726

City Cheyenne State WY ZIP 82003

Telephone 307-477-3900 Fax

E-Mail Address: pigman596@aol.com

DUNS# Fed. I.D. # 83-0278884



Build With Purpose

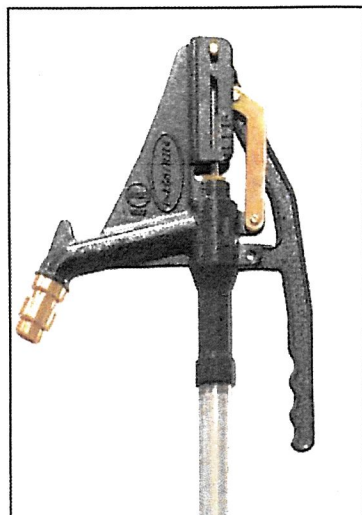
copy

P-360 Sanitary Bury Hydrant

Find us in

MasterSpec

a product of The American Electric Institute



close-up view

PRIER's P-360 Sanitary Bury Hydrant stores water in a lead free canister instead of draining externally like traditional ground hydrants. Since it doesn't drain through an exposed weep hole underground, there's no chance of contaminant water intrusion through the drain hole. While opening, the stored water re-enters the flow path and is the first to exit the hydrant. The P-360 uses a piston system, rather than venturi, so it does not require winterization. During freezing temperatures, hose must be detached and hydrant turned off.

- **Freezeless**
- **Lead Free**
- **Maintainable Above Ground**
- **No Winterization Needed**
- **ADA Compliant**

FEATURES

- No winterization required, excess drain water contained within hydrant
- Standard $\frac{3}{4}$ " garden hose outlet
- 1" NPT inlet
- ASSE 1057 approved
- Component maintenance can be made to hydrant above ground level without excavation
- Hydrant head marked for High "H" or Low "L" desired flow rates
- Heavy duty ductile cast iron head and lockable lever handle
- Easy to open and close O-ring seals utilizing pressure balance design
- High flow rate of 10 gallons per minute at 25 PSI differential
- Bucket catch on spout
- Lead-Free NSF 372 listed & labeled

ORDERING

P-360-3

Bury Depth

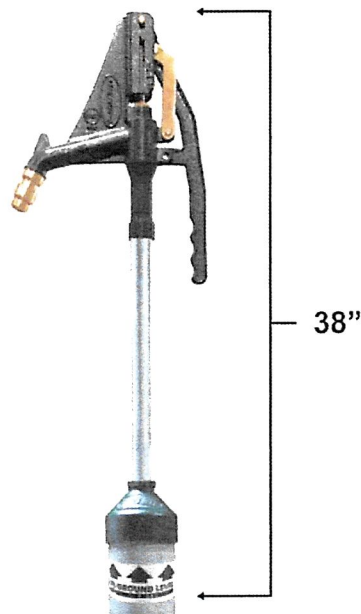
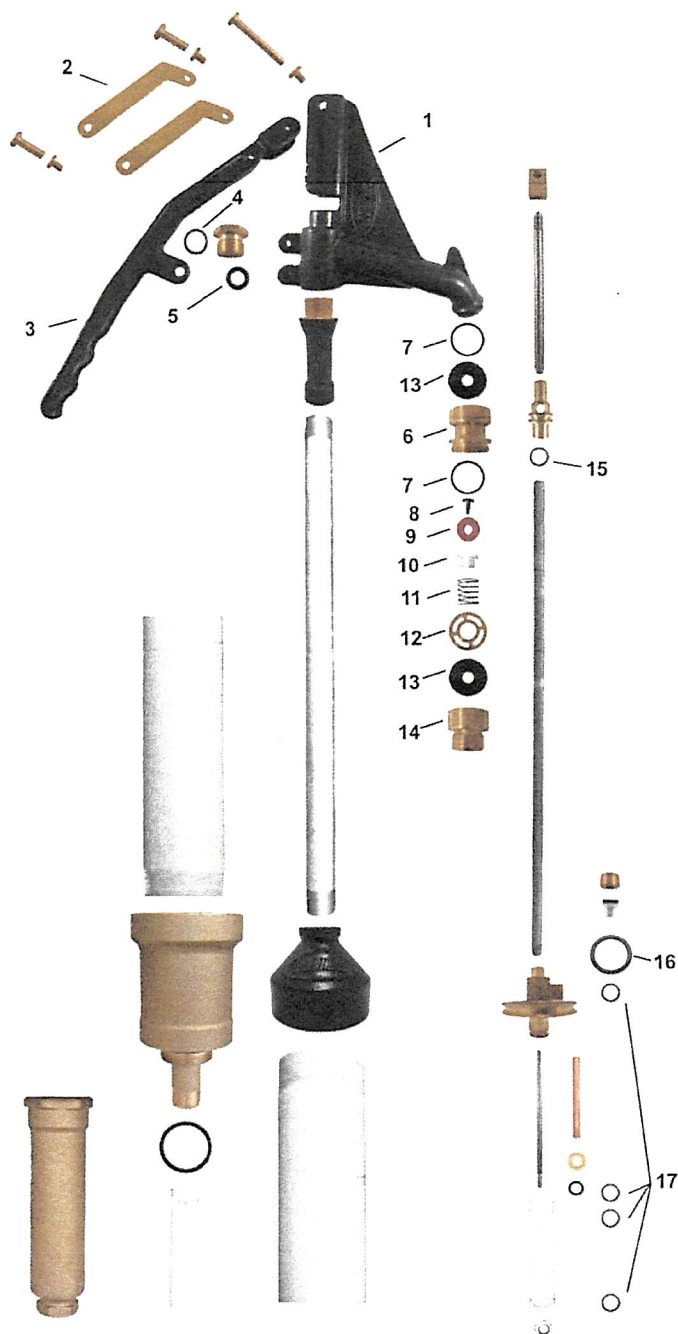
1- 1' Bury Depth 4- 4' Bury Depth 7- 7' Bury Depth
2- 2' Bury Depth 5- 5' Bury Depth
3- 3' Bury Depth 6- 6' Bury Depth

Part No.	Size	Overall Length	Weight Ea.
P-360-1	1' Bury	63in	22 lbs
P-360-2	2' Bury	75in	24 lbs
P-360-3	3' Bury	87in	26 lbs
P-360-4	4' Bury	99in	27 lbs
P-360-5	5' Bury	111in	28 lbs
P-360-6	6' Bury	123in	30 lbs
P-360-7	7' Bury	135in	35 lbs



Build With Purpose

P-360 REPLACEMENT PARTS



ID	Part No.	Description
1	301-7005	Hydrant Head
2	304-7002	Handle Link
3	301-7007	Handle
4	936-3015	O-Ring
5	336-0028	O-Ring
6	310-7013	Upper Adapter
7	336-0026	O-Ring
8	314-0036	Screw
9	336-0035	Washer
10	337-0023	Poppet
11	324-0007	Actuator Spring
12	310-7015	Slotted Spring Support Washer
13	346-0006	Washer
14	310-7014	Lower Hose Piece
15	336-0034	O-Ring
16	336-0029	O-Ring
17	336-0007	O-Ring
	P-360KT-802	Includes 4, 5, 7, 15, 16, 17
	P-360KT-806	Vacuum Breaker Kit; Includes 6, 7, 8, 9, 10, 11, 12, 13, 14
	P-231-1701	Replacement Stem for P-360-1
	P-231-1702	Replacement Stem for P-360-2
	P-231-1703	Replacement Stem for P-360-3
	P-231-1704	Replacement Stem for P-360-4
	P-231-1705	Replacement Stem for P-360-5
	P-231-1706	Replacement Stem for P-360-6
	P-231-1707	Replacement Stem for P-360-7

SPECS

Furnish and install Model P-360 Sanitary Lead Free Bury Hydrant manufactured by PRIER Products, Inc. It must be listed to ASSE 1057 and NSF 372 standards. This hydrant shall have freeze protection and a vacuum breaker/backflow preventer. Hydrant head shall be durable cast iron with freezeless water flow and self-contained draining functions. Hydrant must be multi-piston design and completely evacuate drain canister upon use. The hydrant shall have a 1" NPT inlet, does not require winterization. **During freezing temperatures, hose must be detached and hydrant turned off.**

Bid Tabulation Events RV Hydrants-Round 3
 Tuesday November 26, 2024 at 2:05pm

Insurance and							
Bidder	Sam.gov Registration	Meets Specifications	Schedule	Past Performance	Bond	Bid Price	
T C Solutions	Yes, Expires 9/11/25	Yes, P-360 Sanitary Bury Hydrants	NA	No Experience with Vendor, however have had experience with Owner	NA	\$113,000.00	
MDM Landscaping	Yes, Expires 3/13/25	Yes, P-360 Sanitary Bury Hydrants	3 weeks from order	Good, no issues	NA	\$72,761.00	
Rocky Mountain Sand & Gravel	Yes, Expires 5/9/25	Did not provide any specifications.	NA	Good, no issues	NA	\$89,895.00	
WyoDak Energy Services	Yes, Expires 2/5/25	Did not provide any specifications. Hydrant prices have increased, concerns over bid price not adequate to cover job.	NA	No Experience with Vendor	NA	\$38,823.85	

MDM LANDSCAPING OF CHEY INC.

Unique Entity ID DZJSLKS2CHG5	CAGE / NCAGE 41KS7	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Mar 13, 2025	
Physical Address 543 E Powell RD Cheyenne, Wyoming 82009-1732 United States	Mailing Address P.O Box 2726 Cheyenne, Wyoming 82003-2726 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Wyoming 00	State / Country of Incorporation Wyoming / United States	URL (blank)

Registration Dates

Activation Date Mar 15, 2024	Submission Date Mar 13, 2024	Initial Registration Date Jun 29, 2005
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Entity Dates

Entity Start Date May 1, 1981	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
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Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
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Socio-Economic Types

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
41KS7

Points of Contact

Electronic Business

✎
Dennis Bristow, President

**PO Box 2726
Cheyenne, Wyoming 82003
United States**

Dennis Bristow, President

P.O Box 2726
Cheyenne, Wyoming 82003
United States

Government Business

✎
Dennis Bristow, President

**543 E Powell RD
Cheyenne, Wyoming 82009
United States**

Dennis Bristow, President

P.O Box 2726
Cheyenne, Wyoming 82003
United States

Past Performance

✎
Dennis Bristow, President

**543 East Powell Road
Cheyenne, Wyoming 82009
United States**

Dennis Bristow, President

P.O Box 2726
Cheyenne, Wyoming 82003
United States

Service Classifications

NAICS Codes

Primary NAICS Codes
Yes 561730

NAICS Title
Landscaping Services

Product and Service Codes

PSC

PSC Name

C211

Architect And Engineering- General: Landscaping, Interior Layout, And Designing

Disaster Response

This entity does not appear in the disaster response registry.