

AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of February 04, 2025, between the Town of Ranchester, Wyoming, with an address of 145 Coffeen Street, Ranchester, WY 82839 (OWNER) and Ayres Associates Inc., with a Wyoming address of 214 W. Lincolnway, Suite 22, Cheyenne, WY 82001 (CONSULTANT).

OWNER intends to retain CONSULTANT for professional services to/for the Town of Ranchester Economic Development Plan project and as described in Attachment A (hereinafter called the Project).

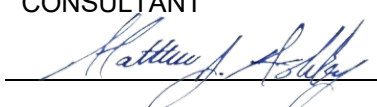
OWNER and CONSULTANT agree to the performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below.

The following Attachments are attached to and made a part of this Agreement.

- Attachment A - Scope of Services, consisting of 7 pages (including Exhibit 1).
- Attachment B - Period of Services, consisting of 1 page.
- Attachment C - Compensation and Payments, consisting of 3 pages (including Appendix 1).
- Attachment D - Terms and Conditions, consisting of 3 pages.
- Attachment E - Insurance, consisting of 2 pages.

This Agreement (consisting of 1 page), together with the Attachments identified above, constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

_____		Ayres Associates Inc.
OWNER		CONSULTANT
_____	(Signature)	
_____	(Typed Name)	Matthew J. Ashby
_____	(Title)	VP of Development Services
_____	(Date)	January 29, 2025

ATTACHMENT A - SCOPE OF SERVICES

This is an attachment to the Agreement dated February 04, 2025, between the Town of Ranchester, Wyoming (OWNER) and Ayres Associates Inc. (CONSULTANT).

ARTICLE 1 - BASIC SERVICES

1.1 General

1.1.1 CONSULTANT shall provide professional services for OWNER on the Project to which this Agreement applies. These services will include serving as OWNER's professional representative for the Project, providing professional consultation and advice, and performing the duties and responsibilities of CONSULTANT as provided in the Town of Ranchester Economic Development Plan proposal's project approach section (attached as Exhibit 1). The main project elements are as follows:

- A new workbook style Economic Development Plan with implementation action plan;
- An in-person Think Like a Developer Workshop;
- The Parks and Pathways Analysis; and
- Optional assistance as directed by the OWNER with the in-progress, OWNER led Zoning and Subdivision Regulation updates.

ARTICLE 2 - ADDITIONAL SERVICES

2.1 Services Requiring Authorization in Advance

OWNER has identified the potential for CONSULTANT to assist and provide guidance and input on the OWNER led Zoning and Subdivision Regulation updates currently in-progress. A contingency is captured in the total Project budget (Attachment C) to support this effort at the direction of the OWNER and agreement by both parties in writing. CONSULTANT will not utilize these contingency funds unless directed in writing by the OWNER.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

3.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the Project.

3.2 Provide agreed upon files, data, and previous reports, as available, to support the CONSULTANT's research and analysis efforts for the Project.

3.3 Examine all documents presented by CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

3.4 Furnish approvals as may be necessary for completion of the Project.

3.5 Recognizing and acknowledging that CONSULTANT's services and expertise do not include the following services as they may relate to the Project:

- Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
- Legal services with regard to issues pertaining to the Project as OWNER requires or CONSULTANT reasonably requests.

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EXHIBIT A

Project Approach

Your community is embarking on a journey to develop a plan that will guide decisions to diversify the economy and grow a thriving workforce.

Wyoming’s rural communities are home to hardworking residents who are passionate about their homes. Local leaders often juggle multiple responsibilities, making it challenging to focus on what matters most. Our approach to this plan is grounded in two key principles:

- Keep it simple
- Keep it practical

This plan will provide you with actionable insights to address your most pressing economic development needs, including:

- Guiding economic growth
- Analyzing workforce and attainable housing
- Assessing utility capacity and infrastructure
- Outlining funding and implementation strategies

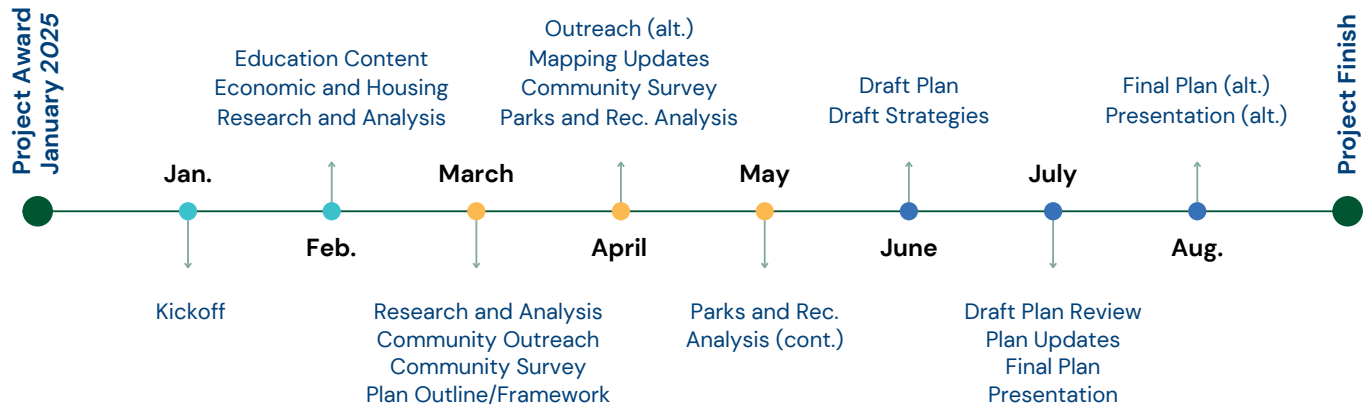
As detailed below, we will deliver a **workbook-style plan** focused on clear, actionable steps to help you “get things done.” We envision a concise, 40-50 page plan supported by graphics, maps, and actionable content.

Here’s how we’ll approach the project:

- We will use snapshots for content, focusing on the key goals, policies, and implementation activities, all backed by data-driven insights.
- Public engagement will be streamlined into our signature multi-day Bullseye Workshop series early in the process, followed by an online community survey and a final presentation of the plan. This approach helps maintain community interest and minimizes planning fatigue.

Preliminary Timeline

The following timeline illustrates the anticipated major project milestones and deliverables aligned with the tasks on the following pages. Public engagement and meeting timeframes may change based on feedback during our kickoff discussion and weather events.



Task 1. Project Management and Coordination

We've designed a streamlined process to ensure clear communication, efficient progress, and alignment among all project stakeholders. This begins with project management.

1.1 – Kickoff Meeting (virtual)

The project team will meet with staff to confirm the project schedule, communication protocols, education and engagement approach, key activities, and stakeholder groups.

1.2 – Recurring Project Team Meetings (virtual)

Regular virtual meetings with staff will keep the project on track by addressing current activities, schedule updates, and logistics.

1.3 – Educational Content

We will develop accessible materials to inform the community about the project's purpose, process, and timeline. Examples include Project 101 overviews, timelines, and digital or print handouts for broad distribution.

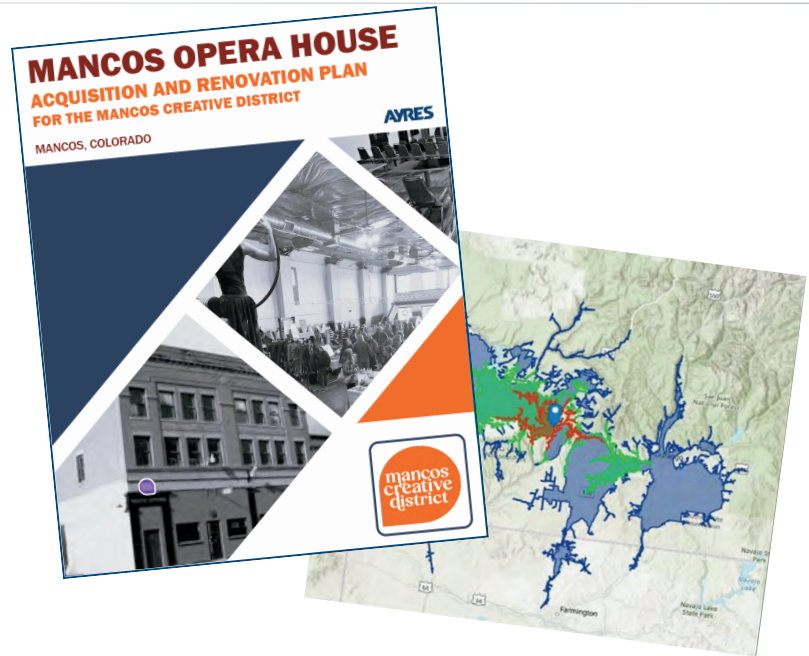
1.4 – Quality Control / Quality Assurance

Our multilevel internal quality review process ensures accuracy and clarity in all public-facing deliverables. Once reviewed internally by senior technical staff, drafts will be shared with Town staff for final feedback and approval.

Key Deliverables: Kickoff Meeting (virtual), Project Team Meetings (virtual), Meeting Agendas & Notes, Educational Content (digital files)

Data Sources

We will utilize data provided by the Town along with other reliable sources, including U.S. Census data, state databases, property records, stakeholder input, and publicly available online information.



Task 2. Research and Analysis

Task 2 focuses on analyzing existing conditions and delivering technical assessments that align with the major scope items outlined in the RFP. This foundational work ensures that the implementation actions we develop are tailored to the scale and needs of your community. Task 2 integrates closely with Task 3 and provides much of the content needed to support the final plan under Task 5.

Our team will conduct GIS mapping to analyze and visualize key findings. We will build upon the Town's existing GIS data and incorporate publicly available mapping resources to create maps that enhance the analyses and provide clear visualizations for the plan.

2.1 – Economic Activity Analysis and Area Growth Potential

- Map existing commercial and industrial activity areas to identify underutilized spaces or underserved opportunities.
- Pinpoint growth areas with potential for new or expanded industries such as hospitality and tourism, light manufacturing, technology-based businesses, agriculture and agri-processing, energy, and other opportunities identified through community outreach and data analysis.

2.2 – Analyze Key Industries and Growth Sectors

- Review key industries that support the local economy, such as agriculture, construction and trades, healthcare, and energy.
- Analyze employment trends and major regional employers to identify opportunities for clustering or supply chain development.
- Explore regional and national trends to identify emerging industries, including renewable energy, logistics, and technology-driven sectors.
- Evaluate options for attracting target industries by leveraging incentives, partnerships, and Ranchester’s unique strengths, such as its proximity to the Interstate or natural resources.
- Develop ideas for marketing toolkits that promote Ranchester as a business-friendly location, emphasizing infrastructure, workforce readiness, and quality of life.

2.4 – Future Annexation Opportunities

- Evaluate land use data to identify strategic annexation areas.
- Identify locations for businesses, residential subdivisions, or mixed-use growth.
- Prioritize annexation areas based on infrastructure, access, and community goals.

2.5 – Housing Needs Analysis

- Analyze housing supply (types, affordability, availability) to identify gaps.
- Assess housing demand tied to workforce and economic growth.
- Evaluate housing strategies (attainable housing, policy adjustments, incentives, etc.).

Key Deliverables: Economic and Demographic Data, Analysis Snapshots, Housing Needs Analysis, Annexation Opportunities, Infrastructure Capacity and Investment Strategies for Economic Development, Growth Trends and Community Needs – Preliminary Goals and Strategies, GIS Maps and Visualizations

Task 3. Community Outreach

Community outreach is the backbone of a successful plan, ensuring that the voices and values of residents shape its direction. Our engagement strategy centers on interactive, hands-on activities designed to make participation accessible, engaging, and fun for all ages. At the heart of our approach is our signature multi-day Bullseye Workshop series—a dynamic and efficient way to gather input, identify priorities, and build consensus around the community’s vision for Economic Development and Growth.



Strategic Objectives

This Plan of Development offers four key areas of focus that will guide the future work of the DDA. These are the areas that were most highlighted in conversations with the downtown community and town staff. Within each objective, there are program recommendations.

1 Embrace the Historic Heart of Eaton!

- Support reinvestment in underutilized buildings that promote new retail opportunities, employment, and housing where appropriate.
- Use the Tax Increment Financing to support the adaptive reuse of challenging historic buildings including the historic bank property located at 1st Street and Highway 85.
- Promote and leverage historic preservation grant funding where appropriate.
- Identify and market opportunities for investment in existing buildings and sites.
- Support infrastructure investments including stormwater, water, sewer, and electric utilities that promote the occupancy of existing and future buildings.

2 Unlock Downtown Eaton's Future!

- Facilitate new development projects that will drive Tax Increment Revenue for reinvestment by the DDA.
- Seek to promote design guidelines for new developments that complement the historic character of downtown Eaton.
- Work to promote opportunities for new mixed-use developments that add residents to the local customer base for retail businesses and promote a vibrant walkable community.

PLAN OF DEVELOPMENT
Eaton Downtown Development Authority

2.3 – Analysis of Town Policies, Infrastructure, and Amenities for Business Attraction and Retention

- Conduct a comprehensive review of existing zoning regulations, permitting processes, and development policies to identify potential barriers to business attraction and retention.
- Assess community amenities - including public spaces, schools, healthcare facilities, and recreational opportunities to determine their role in supporting workforce attraction and quality of life.
- Draft recommendations for policy adjustments, incentives, or infrastructure investments that strengthen Ranchester’s position as a business-friendly community.

We combine these workshops with targeted stakeholder discussions, creative engagement activities, and an online survey to reach a broad audience. The insights gathered here will directly inform later tasks, particularly on identifying future needs for housing, parks and recreation amenities, sidewalks, trails, and connectivity through town.

3.1 – Bullseye Workshops and Drop-In Sessions (in-person)

Our Bullseye Workshop series provides focused opportunities for residents to share their vision and values. This multi-day event will include targeted, family-friendly activities.

We will also explore partnering with town or school events for drop-in sessions to maximize outreach. If no events align, we'll consider informal opportunities at local businesses or community facilities. Examples of activities include:

- Visioning Boards and Thought Wall Exercises
- Community Drawing and Coloring Pages
- Visual Preference Boards and Voting Stations



3.2 – Stakeholder Discussions (in-person)

We will conduct targeted workshops with key stakeholder groups identified during the kickoff phase. These discussions will:

- Reinforce data findings and analyses from Task 2.
- Capture challenges, opportunities, and priorities from diverse perspectives.
- Build momentum for the plan while ensuring alignment with the community's economic growth goals and quality-of-life needs.



3.3 – Community Survey (online)

We will develop an online community survey that reflects key questions asked during the workshops. The survey will help validate feedback and inform plan priorities. We'll coordinate with staff to distribute the survey using:

- Website links and QR codes
- Flyers at key locations
- Utility bill inserts or postcard mailers
- Other effective measures

3.4 – Think Like a Developer Workshop (in-person)

Understanding the real estate and development process can often feel daunting. Our “Think Like a Developer” workshop provides valuable training and education to local staff, appointed and elected officials, and key stakeholders by offering a behind-the-scenes look at the real estate development process—from a developer’s perspective.

This half-day, in-person workshop will be led by our Economic and Development Specialist and includes:

- A step-by-step walkthrough of a development proforma, a critical tool developers use to assess project feasibility.
- Practical examples and exercises tailored to your community's opportunities and challenges.
- Resources and tools participants can use to complete their own proformas for future development projects.

By the end of the session, participants will leave with a clearer understanding of how development decisions are made and how to position the Town for successful, realistic projects.

Key Deliverables: Outreach Materials (i.e., vision boards, polling, etc.), Multi-Day Bullseye Workshop Series, Stakeholder Facilitation and Notes, Community Survey and Results, Outreach Summary



Task 4. Future Parks, Recreation, and Pathways

This task focuses on assessing the future needs for public parks, open space, and pathways to accommodate the Town's growth. Key activities include:

- Parks and Pathway Observations – Review existing parks, open spaces, and pathways to identify gaps and areas for improvement.
- Community Input – Gather feedback on desired amenities, such as splash pads or water features, through outreach activities under Task 3.
- Connectivity Analysis – Identify opportunities to improve pathways, ensuring better access and connectivity throughout the Town.
- Future Growth Considerations – Identify strategies for parks and amenities that align with population growth and community demands.
- Funding and Implementation – Explore funding sources and approaches for recommendations.

Key Deliverables: Parks and Pathways Analysis, Recommendations, Funding Strategies

Task 5. Final Plan and Implementation

In this task, we will compile the findings from previous tasks into a comprehensive Economic Development Plan, including actionable steps for implementation. The plan will be designed to support the Town's growth while aligning with community values and priorities. Key activities include:

- Final Plan Preparation – Synthesize all analyses, community input, and recommendations into a cohesive Economic Development Plan that outlines strategic goals, action items, and timelines.
- Implementation Action Plan – Develop a detailed action plan that includes responsible parties, timelines, resources, and performance measures to ensure successful plan execution.
- Presentation to the Town – Present the final plan to the Town, highlighting key findings, strategies, and implementation steps, followed by an in-person discussion and feedback session.



Key Deliverables: Final Economic Development Plan, Implementation Action Matrix, Presentation



ATTACHMENT B - PERIOD OF SERVICES

This is an attachment to the Agreement dated February 04, 2025, between the Town of Ranchester, Wyoming (OWNER) and Ayres Associates Inc. (CONSULTANT).

ARTICLE 4 - PERIOD OF SERVICES

4.1 The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided below and if such dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment.

4.2 OWNER shall be liable for all costs and damages incurred by CONSULTANT for delays caused in whole or in part by OWNER's interference with CONSULTANT's ability to provide services, including, but not limited to, OWNER's failure to provide specified facilities or information, or if CONSULTANT's services are extended by OWNER's actions or inactions for more than ninety days. OWNER agrees to indemnify and hold CONSULTANT harmless for any delays caused by OWNER. If delays are caused by unpredictable occurrences including, without limitation, terrorism, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of material or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency, the costs for services and schedule commitments shall be subject to change.

4.3 The proposed schedule for this Project will commence timely following an executed contract, anticipated in February 2025. Anticipated Project task timeframes, represented below, are subject to change through active communication between OWNER and CONSULTANT. Final deliverables and project closeout are assumed by September 2025.

Task 1: Project Management and Coordination	February - March 2025 Ongoing
Task 2: Research and Analysis	February - April 2025
Task 3: Community Outreach	April - May 2025
Task 4: Future Parks, Recreation, and Pathways	May - June 2025
Task 5: Final Plan and Implementation	June - August 2025
Contingency Task: Zoning and Subdivision Assistance	As requested
Final Project Close-out	August/September 2025

ATTACHMENT C - COMPENSATION AND PAYMENTS

This is an attachment to the Agreement dated February 04, 2025, between the Town of Ranchester, Wyoming (OWNER) and Ayres Associates Inc. (CONSULTANT).

ARTICLE 5 - COMPENSATION AND PAYMENTS

5.1 Compensation for Services and Expenses

5.1.1 Basic Services. OWNER shall pay CONSULTANT for Basic Services set forth in Attachment A, as follows:

5.1.1.1 An amount equal to the cumulative hours charged to the Project by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants, if any.

5.1.1.2 CONSULTANT's Standard Hourly Rates Schedule and Reimbursable Expense Statement are attached to this Attachment C as Appendix 1.

5.1.1.3 The total compensation for services under paragraph 5.1.1 is estimated to be a not to exceed amount of \$90,000.00. OWNER has requested an additional contingency amount of \$9,000.00 for OWNER directed assistance with the in-house zoning and subdivision regulation updates as noted under Attachment A. CONSULTANT will establish Project phases and tasks for monthly billing in alignment with Exhibit 1 to Attachment A.

5.1.1.4 CONSULTANT may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.

5.1.1.5 The total estimated compensation for CONSULTANT's services included in the breakdown by phases as noted herein incorporates all labor, overhead, profit, Reimbursable Expenses, and charges of CONSULTANT's independent professional associates and subconsultants, if any.

5.1.2 Reimbursable Expenses. OWNER shall pay CONSULTANT for all Reimbursable Expenses incurred in connection with services as follows:

5.1.3 Amounts Billed. The amounts billed for CONSULTANT's services will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants.

5.1.4 Annual Adjustments. The Standard Hourly Rates Schedule will be adjusted annually (as of January) to reflect equitable changes in the compensation payable to CONSULTANT.

5.1.5 Other Provisions Concerning Compensation

5.1.6.1 Charges of CONSULTANT's Independent Professional Associates and Subconsultants. Whenever CONSULTANT is entitled to compensation for the charges of CONSULTANT's independent professional associates and subconsultants, those charges shall be the amounts billed to CONSULTANT times a factor of 1.0.

5.1.6.2 Factors. The factors for external Reimbursable Expenses and CONSULTANT's independent professional associates and subconsultants include CONSULTANT's overhead and profit associated with CONSULTANT's responsibility for the administration of such services and costs.

5.1.6.3 Records. Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices. To the extent necessary to verify CONSULTANT's charges and upon OWNER's timely request, CONSULTANT shall make copies of such records available to OWNER at cost.

5.2 Payments

5.2.1 Times of Payments. CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to CONSULTANT's invoices.

5.2.2 Failure to Pay. If OWNER fails to make any payment due to CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT's invoices, the amounts due to CONSULTANT will be increased at the rate of 1-1/2% per month (18% A.P.R.), or the maximum rate of interest permitted by law, if less, from said sixtieth day, and in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services and expenses.

5.2.3 Payments Upon Termination. In the event of termination by OWNER under Attachment D, paragraph 7.5, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. In the event of termination by OWNER for convenience or by CONSULTANT for cause, CONSULTANT also shall be entitled to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT's independent professional associates and subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Attachment C.

5.2.4 Payments for Taxes Assessed on Services. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the compensation as determined above.

5.2.5 Deductions or Offsets. No deductions or offsets shall be made from CONSULTANT's compensation or expenses on account of any setoffs or back charges.

5.3 Definitions

5.3.1 Reimbursable Expenses. Reimbursable Expenses mean the actual expenses incurred by CONSULTANT, directly or indirectly in connection with the Project.

APPENDIX 1 – STANDARD HOURLY RATES SCHEDULE AND REIMBURSEABLE RATE STATEMENT

AYRES DEVELOPMENT SERVICES	
Billing Category	2025 Hourly Rates
Senior Specialist IV	\$ 260.00
Senior Specialist III	\$ 250.00
Senior Specialist II	\$ 235.00
Senior Specialist I	\$ 225.00
Senior Professional IV	\$ 210.00
Senior Professional III	\$ 195.00
Senior Professional II	\$ 185.00
Senior Professional I	\$ 175.00
Project Manager IV	\$ 165.00
Project Manager III	\$ 160.00
Project Manager II	\$ 155.00
Project Manager I	\$ 150.00
Project Professional V	\$ 145.00
Project Professional IV	\$ 140.00
Project Professional III/CAD Designer II	\$ 135.00
Project Professional II	\$ 130.00
Project Professional I	\$ 125.00
Junior Professional V/CAD Designer I	\$ 120.00
Junior Professional IV	\$ 115.00
Junior Professional III/Technician IV	\$ 110.00
Junior Professional II/Technician III	\$ 105.00
Junior Professional I/Graphic Designer/ Tech II/Acct/Admin	\$ 92.00
Administration/Accounting/ Tech I	\$ 86.00
Intern	\$ 78.00

Reimbursements. All reimbursements are at cost for travel and project-related expenses. Mileage calculations, if used, are based on the IRS rate at the time of travel.

ATTACHMENT D - TERMS AND CONDITIONS

This is an attachment to the Agreement dated February 04, 2025, between the Town of Ranchester, Wyoming (OWNER) and Ayres Associates Inc. (CONSULTANT).

ARTICLE 6 - OPINIONS OF COST

6.1 Opinions of Probable Cost

Not applicable to this Agreement and Project.

ARTICLE 7 - GENERAL CONSIDERATIONS

7.1 Standard of Performance

The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT does not make any warranty or guarantee, expressed or implied, nor is this Agreement or contract subject to the provisions of any uniform commercial code. Similarly, CONSULTANT will not accept those terms and conditions offered by OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

7.2 Reuse of Documents

The OWNER acknowledges the CONSULTANT's documents, including electronic files, as instruments of professional service and CONSULTANT may use and rely on these instruments for services performed for OWNER or other entities. Nevertheless, the final documents prepared under this Agreement shall become the property of the OWNER upon completion of the services and payment in full of all monies due to the CONSULTANT. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the documents of the OWNER or any person or entity that acquires or obtains the documents from or through the OWNER.

7.3 Electronic Files

7.3.1 OWNER and CONSULTANT agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this Agreement is executed and listed elsewhere. Any changes to the electronic specifications by either OWNER or CONSULTANT are subject to review and acceptance by the other party. Additional services by CONSULTANT made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

7.3.2 Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

7.3.3 OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by CONSULTANT and electronic files, the hard-copy documents shall govern.

7.4 Insurance

CONSULTANT shall procure and maintain insurance for protection from claims under workers' compensation acts, professional liability, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. Requirements for insurance are amended and supplemented as indicated in Attachment E.

7.5 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.6 Controlling Law

This Agreement is to be governed by the law of the place of business of CONSULTANT at the address hereinbefore stated.

7.7 Successors and Assigns

7.7.1 OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by paragraph 7.7.2 the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.7.2 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

7.7.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

7.8 Dispute Resolution

7.8.1 Negotiation. OWNER and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the dispute resolution provision below or other provisions of this Agreement, or under law.

7.8.2 Mediation. If direct negotiations fail, OWNER and CONSULTANT agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof to mediation in accordance with the Construction

Industry Mediation Rules of the American Arbitration Association effective on the date of this Agreement prior to exercising other rights under law.

7.9 Exclusion of Special, Indirect, Consequential, and Liquidated Damages

CONSULTANT shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this Agreement.

7.10 Indemnification

The CONSULTANT and OWNER mutually agree, to the fullest extent permitted by law, to indemnify and hold harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

ATTACHMENT E - INSURANCE

This is an attachment to the Agreement dated February 04, 2025, between the Town of Ranchester, Wyoming (OWNER) and Ayres Associates Inc. (CONSULTANT).

ARTICLE 8 - INSURANCE

8.1 Workers' Compensation

Workers' Compensation insurance covering the CONSULTANT for any and all claims which may arise against the CONSULTANT because of Workers' Compensation and Occupational Disease Acts shall be carried. The Employer's Liability Section shall have limits of not less than the following:

Each Accident:	\$	100,000
Disease, Policy Limit:	\$	500,000
Disease, Each Employee:	\$	100,000

8.2 Commercial General Liability

Commercial General Liability insurance protecting the CONSULTANT against any and all general liability claims which may arise in the course of performance of this Agreement shall be carried. The limits of liability shall not be less than the following:

General Aggregate:	\$	1,000,000
Products-Completed Operations Aggregate:	\$	1,000,000
Personal and Advertising Injury:	\$	1,000,000
Each Occurrence:	\$	1,000,000

Property damage liability coverage shall not exclude explosion, collapse, and underground perils if CONSULTANT is engaged in these activities.

Commercial General Liability coverage shall also protect the CONSULTANT for the same limits of liability for claims which may arise because of the indemnity or contractual liability agreement contained within this Agreement.

8.3 Business Automobile Liability

Business Automobile Liability insurance including Owned, Non-Owned, and Hired vehicles shall be carried with a limit of not less than the following:

Bodily Injury and Property Damage, Combined Single Limit:	\$	1,000,000
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8.4 Umbrella Excess Liability

Excess liability insurance (umbrella form) over underlying Employer's Liability, Commercial General Liability, and Business Automobile Liability shall be carried. The limits of liability shall be not less than the following:

Each Occurrence:	\$	1,000,000
Aggregate:	\$	1,000,000

8.5 Professional Liability (Errors and Omissions)

Professional Liability insurance protecting the CONSULTANT against Professional Liability claims which may arise in the course of this Agreement shall be carried. The limits of liability shall be not less than the following:

Each Claim:	\$	1,000,000
Aggregate:	\$	1,000,000

8.6 Valuable Papers

During the life of this Agreement, the CONSULTANT shall maintain in force Valuable Papers and Records insurance in an amount equal to the maximum exposure to loss of written, printed, or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages, and manuscripts as shall be required and/or produced in the completion of this Agreement by the CONSULTANT.