



y2consultants.com

Y2 CONSULTANTS

ENGINEERING, SURVEYING & PLANNING
NATURAL RESOURCE SERVICES, GIS

CONTRACT FOR SERVICES BETWEEN Y2 CONSULTANTS, LLC AND CLIENT

<u>Client</u> <input type="checkbox"/> <i>Bill to</i> Crook County, Wyoming Tim Lyons, Planner	<u>Date</u> 10/17/2024
<u>Agent</u> <input type="checkbox"/> <i>Bill to</i>	<u>Project Number</u> 24128
<u>Billing Address</u> PO Box 825 Sundance, WY 82729	<u>Email</u> timl@crookcounty.wy.gov melissaj@crookcounty.wy.gov
<u>Job Address</u> Crook County, Wyoming Crook County Land Use Plan	<u>Phone Number</u> 307-283-4548 307-283-1323

Total Agreement. This Contract for Services (hereinafter the “Agreement”) constitutes the entire agreement between Client and Y2 Consultants LLC (hereinafter “Y2” or “Consultant”) (each, individually a “Party” and collectively the “Parties”) for the project described above (the “Project”) and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified in writing by Change Order signed by both Parties. The provisions set forth herein, all referenced Exhibits and all executed Change Orders, are incorporated into and made a part of this Agreement. The order of precedence for such documents shall be in the following priority order:

- A. Change Orders or written amendments to this Agreement;
- B. this Agreement; and
- C. Exhibits to this Agreement.

A retainer of \$0 will be paid by Client to Consultant upon execution of this Agreement; this amount shall be credited to the final project invoice. The later of receipt of such payment or the date that this Agreement is executed by both Parties, will mark the effective date of this Agreement (the "Effective Date").

For Y2 Consultants

Printed Name: _____

Title: _____

Signature: _____

Date: _____

For Client

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Please note, this offer of services may be withdrawn if not accepted within 3 business days of its submission to Client. Signature by fax or email shall be considered equal to an original signature and binding.

EXHIBIT A

SCOPE OF SERVICES (THE “WORK”)

PHASE 1 – PROJECT INITIATION AND RESEARCH

TASK 1.A - Project Management

- Develop a project management plan/scope of work that will include a refined scope, schedule, budget, quality control, and invoicing protocol.
- Develop a coordination plan for periodic reviews (weekly, bi-weekly and/or monthly) with Elected Officials, Appointed Commission Members, staff, stakeholders, and other agencies, as needed, at different times throughout plan development (most check-in meetings will be held virtually to reduce costs).
- Develop a public engagement plan that outlines how primary and other stakeholders will be identified, solicited for participation, and continually engaged throughout the planning process. The plan will identify methods of communication with the public and stakeholders throughout the project, materials, and team roles.
- Meet with the Board and project team (e.g., members of the Board, Planning and Zoning Commission, Staff, etc.) to discuss project roles, goals and expectations.
- Discuss and refine scope, coordination plan and public engagement strategy.

TASK 1.B - Project Kickoff

- Identify relevant data and documents, including potential sources.
- Identify relevant local entities, agencies, boards or other stakeholders who may not have been included in the Request for Proposals, but who would be valuable sources of information.
- Establish a LUP steering committee, comprised of various members from varying backgrounds, interests and community groups.
 - Research to understand the history, character, scale, and extent of existing land use and activity patterns in Crook County.
 - Review existing plans and related documents, specifically:
 - Crook County 2014 Comprehensive Land Use Plan
 - Crook County Natural Resources Plan
 - Crook County Subdivision Regulations
 - Small Wastewater System Regulations
 - Wind Energy resolution
 - Municipal Comprehensive Plans & Regulations
 - Other planning documents for jurisdictions within and near Crook County including regional master plans, transportation plans, and other documents which may contain data or information relevant to the updated comprehensive plan.

TASK 1.C - Research & Data Gathering

**TASK 1.D -
Land Use Tour**

- Information relating to recent permitting and development trends, as available in the Crook County Planning Department, or other County departments.
- Accompany Staff on a tour of specific development sites in Crook County to get a feel for existing/planned land uses, land use challenges, and trends and gain a better understanding of the identity of the various parts of the County.

**TASK 1.E -
Survey #1**

- Conduct public input survey #1

PHASE 1 DELIVERABLES: Project Management/Scope of Work Document, Coordination Plan, Public Engagement Strategy, and Planning/Data Document Review Summary, Public Input Survey #1

PHASE 2 – STAKEHOLDER INPUT AND PUBLIC OUTREACH

**TASK 2.A -
Gather Stakeholder Input**

- GIS will be leveraged to facilitate conversations and education around the comprehensive plan, including engagement with government agencies, water districts and municipalities, engagement with the public, and other affected stakeholders.
- Contact and interview stakeholders individually and in group settings to identify key land use trends, issues, data sources, current issues, and opportunities that stakeholders can report which can strengthen the land use plan update.
- Meet with various interest groups to gather key land use trends and issues.
- Develop a draft report section summarizing key findings from the stakeholder and interest group interview meetings.
- Conduct survey(s), and public meetings, and utilize the project website to query members of the public about key values, land use options and concerns, environment and conservation, and changes possibly needed with land use regulations.
- Develop and offer Public Input Survey #2
- Hold an in-person public meeting that includes a future land use charette. Participants will be asked a series of questions and will be able to draw/label a large format paper map to indicate where they see future development desirable.
- Continue participation of the charette online through the Social Pinpoint website with a link to ArcGIS Online and ArcGIS Story Maps, where users will be asked the same set of questions, then permitted to indicate development and future use scenarios in the online maps.
- Develop a draft report section including the results of public opinion-gathering activities and a summary of key findings.

TASK 2.B - Survey #2

**TASK 2.C -
Public Land Use Charette**

**TASK 2.D -
Summary Report**

PHASE 2 Deliverables: Public Input Survey #2, DRAFT Public Engagement Summary Report

PHASE 3 – DATA ANALYSIS

TASK 3.A – Public Input & Existing Data Analysis

- Utilize spatial GIS to complete a comprehensive growth management analysis of the existing land use, developable land area, infrastructure, parks, and other comprehensive plan elements within the County.
- Conduct standard spatial statistical analysis to identify hotspots, map clusters, and conduct trend analysis of geospatial land use and resource data such as developable open space land trusts.
- Conduct a scenario analysis and create analytical hierarchy matrices to support ranking the importance of factors identified through public input and stakeholder engagement.
- Quantify and analyze the areas for each existing land use category and provide a percentage breakdown of use types.

TASK 3.B – Public Input

- Develop a preliminary public input summary report for review by county staff and officials.

PHASE 3 Deliverables: DRAFT public input summary report

PHASE 4 – FUTURE DEVELOPMENT & ANALYSIS TRENDS

TASK 4.A – Develop Projected Growth Scenarios

- Develop growth scenarios through analysis of land use, population and employment data to identify trends.
- Analyze existing infrastructure service areas and capacity to inform future growth areas. This will include recommendations for needs for infrastructure and service improvements and prioritization.

TASK 4.B – Growth Scenario Application and Recommendation Development

- Utilize GIS analysis to develop scenarios of how growth will affect land use patterns, infrastructure needs, and environmental impacts.
- Work with county staff to identify core concerns associated with growth impacts currently being observed in Crook County.
- Identify future growth corridors, infrastructure and transportation advancements/logical expansion areas, targeted infill areas, future passive and active recreational demands/expansion areas.

TASK 4.C – Regulation Review/Recommendations

- Provide recommendations for updates to the land use regulations based on final, adopted plan goals, and objectives.

TASK 4.D – Development of Alternatives and Preliminary Updated Plan Chapters

- Based on growth scenario modeling, develop Future Land Use Map alternatives.
- Draft updated future Land Use Maps.
- Draft updated chapters of Plan based on public input, spatial analysis, and growth model outcomes.

PHASE 4 Deliverables: PRELIMINARY chapter drafts, and future land use models.

PHASE 5 – ALTERNATIVE DEVELOPMENT SCENARIOS & PUBLIC DRAFT REVIEW

TASK 5.A – Internal Plan and Map Review

- Provide internal county staff and community stakeholders with the preliminary draft for review and comment.

TASK 5.B – Revisions to Preliminary Draft

- Based on comments and feedback from internal reviews, edit, and revise preliminary draft into final draft for public presentation and review.

TASK 5.C – Consider Public Input and Develop Final Adoption Draft of Plan

- Present final draft of updated plan to the community, elected and appointed officials and the public.
- If necessary, facilitate a collaborative review session with staff, the Planning Commission, and the Board to consider public comments and agree upon any changes to be made to the adoption draft of the updated Comprehensive Plan.
- Incorporate all agreed-upon changes into the updated Comprehensive Plan and provide the final adoption draft to staff, the Planning Commission, and the Board of County Commissioners.

PHASE 5 Deliverables: Facilitation of public meetings for review of final draft LUP, itemized list of agreed upon changes to be incorporated into the final draft of the updated LUP; and final adoption draft of the updated LUP.

PHASE 6 – PLAN REVIEW & ADOPTION

TASK 6.A – Adopt Updated Land Use Plan

- Release the adoption draft of the updated Comprehensive Plan, in both hard copy and electronic formats, for the required public review period.
- Attend and provide support at the Board of County Commissioners’ public hearing to hear and consider public input on the adoption draft of the updated LUP.

TASK 6.B – Project Closeout

- Compile all project documents, including but not limited to, public input materials, research and data materials, plan drafts, etc., and deliver to the County by means agreed upon

by the project team at the start of the project.

PHASE 7 – IMPLEMENTATION & NEXT STEPS

TASK 7.A – Using and Implementing the Plan

- Develop implementable goals, objectives and strategic action steps to implement the plan.
- The steps will be short range: 1 to 2 years, mid-range 3 to 5 years, and long range 6 to 10 years.
- The implementation steps will consist of actions that the County may take to implement plan policies and fulfill the aspirations of the community.

NOTES:

1. If Y2's work products exist in electronic or computerized format, or is transferred in electronic or computerized format (e.g., CADD), the stamp, seal and signature shall be original (hard copy) and may be a computer-generated copy. To the extent allowable by the licensing agency, a photocopy or facsimile transmission of the original can be considered final work product. Original maps or plans with original signatures and seals shall be considered the original work product.
2. Any Client requested modification to the Scope of Services or schedule must be agreed by both parties in writing, prior to proceeding with the modified work.
3. Services performed in addition to those described in this Agreement, either requested by Client or necessitated by comments from or a change in requirements by any governmental agency, shall be performed as Additional Services and charged on a time and materials basis. Such additional work shall be subject to the terms and conditions of this Agreement.
4. Any modifications or Additional Services shall be memorialized by a Change Order, agreed by both parties and made a part of this Agreement as Exhibit "C". Change Orders must be fully executed before Consultant shall commence with the modification.
5. Any estimate for professional fees and services, whether provided verbally or in a written proposal, is an **estimate only**, and is not a commitment by Y2 to a fixed price, a not-to-exceed value, or any other limitation of assessable fees, unless otherwise indicated in writing.
6. Work product shall not be released if the project invoices are not paid in full.

GENERAL TERMS AND CONDITIONS

1. Consultant's Responsibilities

- 1.1. **Standard of Care.** Consultant shall commence rendering services as of the Effective Date and shall carry out the Work with the care and skill used by members of the profession practicing under similar circumstances at the same time and in the same locality. Y2 makes no other warranties, express or implied, including any implied warranty of merchantability, or of fitness for a particular purpose under this Agreement or otherwise, in connection with Y2's services.
- 1.2. **Coordination.** Y2 shall coordinate and review the services of its in-house team. Y2 shall cooperate with Client's representatives and other consultants in the best interest of the Project.
- 1.3. **Billing.** Y2 shall prepare and submit to Client monthly, or at the completion of identified tasks, an invoice for Y2 and its Consultant's services and reimbursable expenses in the format of Exhibit D and shall maintain copies of actual receipts and time detail for Client's review. Y2 shall prepare invoices in accordance with the terms of this Agreement.
- 1.4. **Insurance.** Y2 shall collect and keep on file current Certificates of Insurance to include General Liability, Professional Liability, Auto, WY Worker's Compensation, and Unemployment Insurance for Y2 and its employees, as required under Wyoming law.
- 1.5. **Delays.** Y2 shall not be responsible for delays in completing the work described herein resulting from the action or inaction of Client, their agent or other contractors and consultants; or any governmental agency; or for any delays which are caused by factors beyond its control; or from events of Force Majeure including acts of God; acts of a legislative, administrative, or judicial entity; war; fires; floods; labor disturbances; and unusually severe or unanticipated weather.

2. Client's Responsibilities

- 2.1. **Program.** Prior to the execution of the Project, and on an ongoing basis as necessary, Client will provide input and the full and complete information required to determine the project description, Scope of Services and any budget parameters, in cooperation with Consultant.
- 2.2. **Testing.** Client authorizes Y2 to conduct or procure testing services if required to accomplish the Scope of Services when deemed necessary by Y2 to determine site conditions including but not limited to: soil and subsoil conditions, water, pollution, invasive weed infestation, and hazardous waste conditions. Consultant makes no representations concerning existing soil conditions and shall bear no responsibility or

liability for conditions that may be encountered regardless of any surveys or testing, or that may arise out of the making or failure to make soil surveys, or subsurface tests, or general soil testing or as a result of relying upon the results of such surveys and tests.

- 2.3. **Reliance.** Y2 shall be entitled to rely on the accuracy and completeness of the information, test results, and work product provided by Client and Client's other consultants. Y2 shall not be responsible for errors in its work product based on erroneous, inaccurate, or incomplete information provided by Client.
- 2.4. **Destruction of Work Product.** In the event that any surface markers signifying work products or processes are destroyed, damaged or disturbed by an act of nature or parties other than Y2, the cost of replacing such markers will be paid for by Client as Additional Services on a time and materials basis. Such work products or processes include but are not limited to: temporary design marks or stakes; wetland perimeter flagging; survey staking or record monuments; utility locates; boundary markers; limits of construction; tree or plant flagging.
- 2.5. **Payment.** Client agrees and understands that invoices are due and payable upon receipt notwithstanding Client's receipt of any funding or payment from a third party. Client is obligated to pay the undisputed portion of each invoice in full. Any retainer shall only be applied to the final invoice on the project and does not create a credit or satisfy any obligation of Client on any other invoice. Payment shall be credited first to any interest owed to Consultant and then to outstanding invoices.

3. Compensation

- 3.1. **Fees.** Client will pay for professional services provided according to the current "Schedule of Billing Rates, Fees, and Other Charges" (as set forth from time to time as Exhibit "B"). Y2 shall be entitled to revise Exhibit B at any time and provide written notification to Client. Following such revision, the revised rates shall be used for future invoices.
- 3.2. **Costs.** Client will pay for all reimbursable expenses incurred by Y2 for the direct benefit of the project according to the then-current "Schedule of Billing Rates, Fees, and Other Charges" (Exhibit "B"). General overhead costs and office personnel expenses are covered by the billing rates and shall not be charged to Client unless such personnel are performing activities specifically related to the Project. For services or expenses incurred for the benefit of Client which are not covered in Exhibits B and E, all such services and expenses shall be billed at their actual cost, plus 12%.
- 3.3. **Late Charges and Interest.** Invoices are due upon receipt. All sums unpaid (including late charges, fees, and costs) shall accrue interest at the rate of one point five percent (1.5%) per month, 18% per annum, until paid in full. Y2 understands that the County pays on a voucher system twice a month and will work with the County in good faith to avoid

interest charges.

- 3.4. **Failure to Pay and Contesting an Invoice.** If Client fails to pay the undisputed portion of any invoice in full within 30 calendar days of receipt, Consultant may suspend services under this Agreement without notice until Client has paid such amounts in full together with any late fees. Client hereby waives any and all claims against Consultant for any such suspension.

Client will notify Consultant in writing within thirty (30) calendar days of receipt of any invoice of any alleged inaccuracies, discrepancies, or errors in such invoice and state in detail any reason for non-payment, with sufficient specificity for Consultant to investigate and address the issue, otherwise the invoice shall be deemed correct and binding on Client.

If Client contests an invoice, Client may withhold only that portion contested, and will pay the undisputed portion. A dispute over the invoiced amount shall not affect Consultant's ability to suspend work without liability until full payment of the invoiced amount or Consultant's ability to institute collection proceedings and/or file a lien on the Property.

If Client fails to pay any invoice within thirty (30) calendar days Consultant may institute collection proceedings and/or file a lien on the Property. Client will pay all costs of collection and attorney's fees related to collection of the invoiced amount or filing of a lien on the property.

- 3.5. **Right of Set-off.** In addition to its other rights and remedies, Consultant shall have the right to set off and apply any payments made by Client to Consultant under this Agreement to Client's other indebtedness to Consultant under any other Agreement or payments made by Client under any other Agreement to amounts owing under this Agreement.

4. **Suspension, Termination, Right to File Lien, Dispute Resolution**

- 4.1. **Termination.** Either party may terminate this Agreement without cause by giving the other party notice of intent to terminate ten (10) calendar days in advance of the termination date. Client will be liable for and will timely pay all charges for services performed and obligations incurred by Consultant on Client's behalf up to the date of termination and for costs and expenses for Consultant to cease work and remove itself from the project.

In the event this agreement is terminated by Client before the completion of services, Client agrees to release Consultant from all liability for services performed.

- 4.2. **Suspension.** Consultant shall be entitled to suspend or terminate the Work in the event of Client's material default, including failure to timely make payments.

Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking bankruptcy relief, or if there is an involuntary bankruptcy petition filed against Client under the United States Bankruptcy Code and that petition is not dismissed within fifteen (15) calendar days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this Agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.

Client acknowledges if the project services are suspended and restarted, there may be additional charges due to suspension of the services and restarting of the Project which will be paid for by Client as Additional Services and that, further, the schedule for the Work will be impacted and that Consultant will advise Client of the new schedule for the Work.

- 4.3. **Notice of Right to File Lien.** Notice is hereby given to Client, pursuant to Wyo. Stat. § 29-2-112, that, in the event of non-payment for Consultant's services, Consultant shall, unless precluded by applicable law, have a right to file a lien against Client's property for services or material supplied by Consultant. Client acknowledges said right to file a lien and accepts that this Agreement provides the required notice pursuant to Wyo. Stat. § 29-2-112. Client is further advised, and acknowledges, that Client has the right to receive from Consultant a lien waiver once payment for services is made.

Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

- 4.4. **Dispute Resolution.** If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions between the parties or their representatives who shall have authority to settle the dispute.

If the dispute concerns a sum of money in excess of \$50,000, or an alleged failure on the part of Consultant to perform in accordance with the terms of this Agreement, and has not been settled within 14 calendar days of the initial discussions, the parties shall submit the dispute to mediation.

The location of the mediation shall be Crook County, Wyoming. A request for mediation may be filed with any mediation service acceptable to both parties.

In the event the mediation is unsuccessful, either Party may commence an action in the Courts of Crook County, Wyoming, against the other Party to enforce the terms of this Agreement, in addition to any other remedy available to either Party, the losing Party shall reimburse the prevailing Party for reasonable attorneys' fees and expenses of any kind or nature incurred in connection therewith.

Unless otherwise agreed in writing, Consultant agrees to continue to perform its services during any dispute resolution proceedings. If Consultant continues to perform, Client will continue to make payments in accordance with this Agreement for amounts not in dispute.

Unless otherwise agreed, the prevailing party to any such mediation proceeding shall be entitled to recover all costs of mediation, including all reasonably incurred attorney's fees and costs.

For all disputes between the parties concerning a sum of money less than \$50,000, the parties may, following the 14-calendar day period for initial discussions, commence an action in the Courts of Crook County, Wyoming.

5. Indemnification, Liability

5.1. No Warranty.

Opinions of estimated construction costs provided by Y2 are provided only to assist Client's budget planning; such opinions shall not be construed to provide a guarantee or warranty of the actual construction costs that may be incurred by Client. No fixed limit of construction costs is established under this Agreement by the furnishing of opinions of construction costs.

Consultant is entitled to rely on information provided by third parties, including information provided by Client, architects, engineers, consultants or other contractors. Any certification by Consultant related to the project or project conditions is a certification only to the best of Consultant's knowledge, information, and belief and relates only to conditions ascertainable by exercise of the standard of care set forth above.

5.2. Death, injury, property loss or damage

Client agrees to defend, indemnify, and hold Y2 harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of death or injury to the personnel of Client or its agents or other contractors or the damage to or loss of property of such persons, except where fault for such injury or damages may be attributed solely to the negligence of Consultant.

Liability for all claims, injuries, damages, losses, expenses, and attorney's fees arising out of death or injury to the personnel of third parties or the damage to or loss of property of such third parties, shall be apportioned between Consultant and Client in proportion to their respective fault.

5.3. **Warranty for Defective Work.** If any portion of the Work is found to be defective within 12 months of delivery of the associated work product and Client provides Consultant with written notice of such defect, stating with reasonable specificity the nature of the alleged defect, Consultant shall proceed to correct such defective Work at its own cost. If the

original work is found not to be defective, Client will bear the cost of the investigation of the alleged defect. Consultant shall not be liable to correct any defective Work, and Client shall forever waive and release Consultant from any liability or obligations with respect to correcting such defective Work, if Client does not provide written notice to Consultant regarding such defective Work within such period. Consultant's sole liability with respect to defective Work is to re-perform the defective Work at its cost. Consultant's warranty does not apply to problems caused by Client's misuse of the work product or by normal wear and tear.

6. Work Product

6.1. **Ownership and Use of Work Product.** All documents, including but not limited to drawings, reports, maps, aerial imagery, CAD drawings, design materials, and all deliverables whether draft, progress or final (collectively, Consultant's "Work Product") related to the Work performed under this Agreement shall become the property of Consultant and the Client. Either party may use the work product for any purpose they deem fit.

Work Product is not intended or represented to be suitable for reuse by Client or anyone else on extensions of this project or on other projects. However, nothing contained herein will prevent the Client from using the work product for such purposes at their own risk.

6.2. **Final Documents.** Client may rely only on the final documents produced by Consultant and certified in writing to be the final documents on the project. Verbal statements, estimates, drafts and progress drawings, partial documents, or unauthorized or modified copies of work products are non-binding and reliance upon them will be at the sole risk of Client.

7. Terms

7.1. **Notices.** Any notice, approval, demand, request, or other communication that either party may be required or may desire to give under this Agreement shall be in writing, prepaid and addressed to the appropriate party at its address on the signature page or to such other or additional addresses as either party might designate by written notice to the other party. Notice is effective if (a) hand delivered, (b) sent by a nationally recognized overnight delivery service, (c) sent by United States Postal Service, registered or certified mail, return receipt requested, or (d) sent by facsimile or e-mail (with a copy of such transmission being simultaneously distributed by one of the other methods permitted hereunder). Notice shall be deemed given on the earlier of actual delivery or refusal of a party to accept delivery of such notice.

7.2. **Successors, Assigns, and No Third-Party Beneficiaries.** Client and Consultant each are hereby bound, and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party to this

Agreement and to the partners, joint venturers, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Client will not assign, convey, or transfer any rights under, interest in, or claims arising under this Agreement without the written consent of Consultant, except to the extent that any assignment, conveyance, or transfer is 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 in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any contractor, consultant, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and Consultant – there are no third-party beneficiaries to this Agreement.

- 7.3. **Survival.** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive completion of the project or termination of the Agreement for any reason.
- 7.4. **Controlling Law, Venue, Waiver of Jury Trial.** This Agreement is to be governed by the law of the state of Wyoming, its conflict of law provisions excepted. The parties agree that proper venue for any dispute under this Agreement or related to the work performed hereunder is Crook County, Wyoming and consent to such venue. In the event of litigation between the parties, the parties waive the right to a jury trial and agree that no party shall request a jury in any legal proceeding related to this Agreement or the work performed hereunder.
- 7.5. **Waiver and Severability.** A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 7.6. **Captions.** The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope of intent of this Agreement or the intent of any provision contained herein.

EXHIBIT B

SCHEDULE OF BILLING RATES, FEES, AND OTHER CHARGES

Rates	
Employee	2024 Rate
Bree Burton	\$119.00
Russell Burton	\$111.00
Megan Nelms	\$120.00
Brenda Younkin	\$277.00
Danielle Goodman	\$105.00
Kosha Olsen	\$83.00
Joy Hill	\$120.00
Total Not to Exceed Fee with Expenses	\$109,745.00

Draft

EXHIBIT "C"

CHANGE ORDER

<u>Client</u> <input type="checkbox"/> <i>Bill to</i> Click or tap here to enter text.	<u>Date</u> Click or tap here to enter text.
<u>Agent</u> <input type="checkbox"/> <i>Bill to</i> Click or tap here to enter text.	<u>Y2 Project Number</u> Click or tap here to enter text.
<u>Project Location</u> Click or tap here to enter text.	<u>Amended Project Name</u> Click or tap here to enter text.

Y2 Consultants, LLC ("Y2" or "Consultant") and Click or tap here to enter text. (Client) are parties to an original Agreement dated Click or tap to enter a date.. The parties hereby modify that Agreement as follows:

A. Client requests, and Y2 Consultants agrees, to modify the Work as follows:

[Insert description]

B. Change to schedule

[Insert description of impact to schedule]

C. Change to cost

[Insert impact of the change on cost]

D. Change to fee schedule

Services provided under this Change Order that are performed on a time-and-materials basis shall be invoiced as described in the current schedule of billing rates, fees, and other charges attached to this Change Order.

Revised estimated T&M charges

Original estimate:	
Previous change orders:	
Revised estimate (prior to this change order):	
This change order:	
Revised estimate (after this change order):	

The parties agree that all terms of the original contract remain in full force and effect except as expressly modified herein. The entirety of the original Agreement, including attachments, is hereby incorporated as though set forth in their entirety.

Agreed

For Y2 Consultants

For Client

Printed name: _____

Printed name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

EXHIBIT D
FORMAT FOR INVOICES



Y2 Consultants, LLC

PO Box 2870
 Jackson, WY 83001, USA
 Tel: 307-733-2999
 office@y2consultants.com
 www.y2consultants.com

Client Name
 Client Address
 City, State Zip

INVOICE

INVOICE DATE: 11/22/2021
 INVOICE NO: 18378
 BILLING THROUGH: 11/12/2021

22000-CVL-CCS-Contrtuction Support-{client name}

Managed By: Skyler A Helffrich

PROFESSIONAL SERVICES

DATE	EMPLOYEE	DESCRIPTION	HOURS	RATE	AMOUNT
10/18/2021	Skyler A Helffrich	Document Development & Research <i>Reviewing corridor modeling, surfaces, and quantities. Creating construction estimate.</i>	2.00	\$125.00	\$250.00
10/18/2021	Skyler A Helffrich	Meetings and Coordination <i>Sending email to client regarding construction estimate.</i>	0.25	\$125.00	\$31.25
11/3/2021	Shelby G Carlson	Meetings and Coordination <i>-visit with BH of WYDOT to get status of delineator installation -follow-up and update Client</i>	0.25	\$250.00	\$62.50
TOTAL SERVICES			2.50		\$343.75

22000-CVL-CCS-Construction Support-{client name} TOTAL \$343.75

22000-CVL-MISC-Miscellaneous-{client name}

Managed By: Vincent A Roux

PROFESSIONAL SERVICES

DATE	EMPLOYEE	DESCRIPTION	HOURS	RATE	AMOUNT
10/26/2021	Vincent A. Roux	Project Management <i>Following up on drinking water monitoring submittal and wastewater monitoring submittal.</i>	0.25	\$160.00	\$40.00
TOTAL SERVICES			0.25		\$40.00

22000-CVL-MISC-Miscellaneous-{client name} TOTAL \$40.00

AMOUNT DUE THIS INVOICE \$383.75

This invoice is due upon receipt

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Please include invoice number with payment.

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