

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
BOWEN, COLLINS & ASSOCIATES, INC.**

This AGREEMENT, dated _____, is made and entered into between Weber County (herein called OWNER) and Bowen, Collins & Associates, Inc., a Utah Corporation (herein called ENGINEER). From time-to-time OWNER may request that ENGINEER provide professional services for Specific Projects. Each work engagement will be documented by a separately signed Task Order. This AGREEMENT sets forth the general terms and conditions that will apply to all Task Orders duly executed under this AGREEMENT.

In consideration of the mutual promises herein contained, ENGINEER and OWNER agree as follows:

1. TERM AND AUTHORIZATION TO PROCEED

- A. This AGREEMENT shall be effective and applicable to Task Orders issued hereunder for three (3) years from the Effective Date of the AGREEMENT and, thereafter, shall automatically be renewed, at the end of this term and each renewal term, for an additional one year term until either party terminates the AGREEMENT as set forth in paragraph 7. Notwithstanding the foregoing, in no event shall the total term of this AGREEMENT, including any renewals, exceed five (5) years.
- B. Execution of individual Task Orders by OWNER will be authorization for the ENGINEER to proceed with the authorized work associated with the Specific Projects (PROJECT), pursuant to the terms and conditions of this AGREEMENT.

2. ENGINEER'S SERVICES

- A. The ENGINEER agrees to provide professional services to the OWNER on an as needed basis. The scope of services, period of performance, and basis of ENGINEER's compensation are to be defined in individual Task Orders. Each duly executed Task Order shall be subject to the terms and conditions of this AGREEMENT. A standard task order form is included as Exhibit A. ENGINEER shall perform the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services of the same type, magnitude, and complexity as the Services that are the subject of this Agreement.
- B. The relationship of the ENGINEER to the OWNER is that of an independent contractor and nothing in this AGREEMENT or the attachments hereto, creates any other relationship. As an independent

contractor, the ENGINEER shall have the sole responsibility for paying taxes, workers compensation, employee benefits (if any), and all similar obligations.

- C. This AGREEMENT is not a commitment by OWNER to ENGINEER to issue any Task Orders.

3. COMPENSATION AND PAYMENT

- A. OWNER and ENGINEER shall agree on compensation for each Task Order. If hourly rates are to be used as the basis of compensation, those rates will be defined in each Task Order. Hourly rates are updated on January 1 of each calendar year by the ENGINEER. Updated hourly rates will be used for all task orders. Additionally, ENGINEER will be reimbursed for actual costs and expenses incurred in performance of the PROJECT subject to the conditions defined in each Task Order.
- B. A service charge of 10 percent will be applied to direct expenses incurred in performance of the PROJECT that include, but may not be limited to meals, lodging, and subcontractor services and outside services. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be reimbursed to ENGINEER.
- C. ENGINEER shall submit invoices along with any supporting documentation by the last Friday of each month. Payments shall be due within 30 days of receipt of the invoice. OWNER may adjust or return any invoice reflecting incorrect pricing. OWNER shall make payments within thirty (30) days after receiving a correct invoice. An interest rate of 1.5% per month will be applied to all invoices that are not paid in full after 30 days following the date the invoice is received. Payments will be applied to the outstanding interest first and then to the principal.
- D. ENGINEER shall submit all final billings under this Agreement within thirty (30) days of the expiration or termination of the Agreement, regardless of ENGINEER's billing period.

4. INSURANCE

- A. ENGINEER shall, at its own cost, secure and maintain during the term of this Agreement, including all renewal and extension terms, the following minimum insurance coverage:
 - (a) Commercial General Liability. Insurance with contractual liability coverage to cover ENGINEER's obligations under the indemnification section of this Agreement in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate. The policy(ies)

shall be primary and noncontributory to any other policy(ies) or coverage available to the OWNER, whether such coverage be primary, contributing, or excess. If the CGL coverage is provided on a claims-made basis, ENGINEER shall maintain such policy(ies) of insurance for no less than four (4) years after termination of this Agreement.

- (b) Worker's Compensation. Coverage with statutory benefits as required by the State of Utah.
- (c) Professional Liability. Insurance (or Errors and Omissions or Malpractice) not less than \$5,000,000 for each occurrence and aggregate.
- (d) Automobile Liability Insurance not less than \$1,000,000 Combined Single Limit for each accident.
- (e) Umbrella Liability. Each Occurrence and Aggregate \$5,000,000 (This coverage applies excess of the primary Employer's Liability, Commercial General Liability and Automobile Liability Insurance. It does not apply excess of the Professional Liability Insurance.)

B. Liability limits for all required coverage may be secured and maintained utilizing a single policy, or multiple policies of primary and excess or umbrella coverage. ENGINEER shall provide to OWNER prior to commencement of any activities under this Agreement certificates of insurance verifying policies meeting the minimum coverage and limits required. In the event ENGINEER fails to maintain and keep in force any insurance policies as required herein, OWNER shall have the right at its sole discretion to obtain such coverage and reduce payments to ENGINEER for the costs of said insurance.

5. RISK ALLOCATION AND LIMITATION OF LIABILITY

- A. The ENGINEER shall not be liable for damages or delays resulting from actions or inaction of a third party that is not under the direct control of the ENGINEER, such as government agencies that have review and permit authority.
- B. ENGINEER shall indemnify and hold harmless OWNER, its elected and appointed officers, employees, servants, and agents, from and against any and all liability, claims, damages, losses, and expenses, including the cost of defense, resulting from the acts or omissions of ENGINEER, its employees, agents, representatives, contractors, or anyone directly or indirectly employed by them. ENGINEER's responsibilities to the OWNER as set forth in this Section shall not be limited by a limitation on amount or type of damages, a lack of insurance, or insurance coverage limits. This Section shall survive termination and shall not be subject to the statute of limitations underlying the alleged act or omission if the putative plaintiff is not subject to such statute. This Section inures only to the

Parties and their officers, agents, and employees and does not create a third-party beneficiary agreement and may not be asserted by anyone other than the Parties.

- C. ENGINEER shall indemnify and hold OWNER harmless from and against any and all damages, expenses (including reasonable legal fees), claims, judgments, liabilities, and costs in any action or claim brought against OWNER for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The Parties agree that if there are any limitations of the ENGINEER's liability, such limitations of liability will not apply to this Section.

6. DEFECTS IN SERVICE

OWNER will have thirty (30) days after the performance of the Services or delivery of the Goods to perform an inspection to determine whether the Goods and Services conform to the standards specified in this Agreement prior to acceptance. If the ENGINEER delivers nonconforming Goods or Services, OWNER may, at its option and at the ENGINEER's expense: (i) return the Goods or Services for a full refund; (ii) require the ENGINEER to promptly correct or re-perform the nonconforming Goods or Services subject to the terms of this Agreement; or (iii) obtain replacement Goods or Services from another source, with the ENGINEER being responsible for any cover costs.

7. TERMINATION

- A. This AGREEMENT may be terminated by either party in the event that the other party has not performed any material covenant or has otherwise breached any material term of this AGREEMENT (i) upon receipt of written notice thereof if the nonperformance or breach is incapable of cure, or (ii) upon the expiration of ten (10) calendar days (or such additional cure period as the non-defaulting party may authorize) after receipt of written notice thereof if the nonperformance or breach is capable of cure and has not been cured.
- B. ENGINEER shall be compensated for the Services properly performed under this Agreement up to the effective date of the notice of termination. ENGINEER agrees that in the event of such termination, ENGINEER'S sole remedy and monetary recovery from the OWNER is limited to full payment for all Services properly performed as authorized under this Agreement up to the date of termination, as well as any reasonable monies owed as a result of ENGINEER having to terminate other contracts necessarily and appropriately entered into by ENGINEER pursuant to this Agreement. In no event shall the OWNER be liable to the ENGINEER for compensation for any Services neither requested by the OWNER nor satisfactorily performed by the ENGINEER. In no event shall the OWNER'S exercise of its right to terminate this Agreement for convenience relieve the ENGINEER of any liability to the OWNER for any damages or claims arising under this Agreement.

- C. Either party may terminate this AGREEMENT without cause at any time upon thirty (30) days prior written notice to the other party.

8. ASSIGNMENT

This AGREEMENT shall be binding on the heirs, successors and assignees of the parties. This AGREEMENT may not be assigned, transferred, conveyed, or encumbered, whether voluntarily or by operation of law, by either party without the prior written consent of the other party. Unauthorized assignment is void and nonbinding.

9. OPINION OF PROBABLE CONSTRUCTION COST

Opinions of probable construction cost prepared by the ENGINEER are based on its experience with past projects of similar construction. It is understood that the ENGINEER has no control over economical factors or unknown conditions that may have a significant impact on actual PROJECT cost. The ENGINEER does not guarantee its cost estimates and accepts no liability for problems created by the difference in actual costs and opinions of probable construction cost.

10. DOCUMENTS

- A. In the event that the ENGINEER provides work product to OWNER pursuant to this Agreement, the ENGINEER grants ownership in such work product to OWNER. Work product will be deemed work made for hire, such that all intellectual property rights, title, and interest in the work product will pass to OWNER. To the extent that the work product is not recognized as work made for hire, the ENGINEER hereby assigns to OWNER any and all copyrights in and to the work product.
- B. ENGINEER shall not be liable for the use of documents on any other project or for any other purpose other than the project for which the documents were originally prepared.
- C. ENGINEER shall maintain or supervise the maintenance of all records necessary to properly account for ENGINEER's performance and the payments made by the OWNER to ENGINEER under this Agreement. These records shall be retained by ENGINEER for at least six (6) years after final payment, or until all audits initiated within the six years have been completed, whichever is later. ENGINEER agrees to allow the OWNER access to all such records at no additional cost.
- D. ENGINEER shall hold all information received in performing the work under this Agreement, whether provided in written or other form, in strict confidence, shall make no use thereof other than for the performance of the Agreement, and shall

not release any of said information to any third party, any member of ENGINEER's firm who is not involved in the performance of Services under the Agreement, or to any representative of the news media without prior written consent of OWNER, except when required by state statute or court order. Materials, information, audio-visual recordings, data, reports, plans, analyses, budgets, and similar documentation provided to or prepared by ENGINEER in performance of this Agreement shall also be held confidential by ENGINEER. OWNER shall have the sole obligation or privilege of releasing such information as required by law, unless otherwise required by state law or court order.

- E. Utah state law requires an ENGINEER to be subject to the requirements of Utah Code Title 63A, Chapter 19, to the same extent as a governmental entity, with regard to the personal data processed or accessed by the ENGINEER. See Utah Code Ann. § 63A-19-401(4). "Personal data" is defined in Utah Code Ann. § 63A-19-101 as "information that is linked or can be reasonably linked to an identified individual or an identifiable individual." ENGINEER certifies that it is familiar with, and will comply with, the requirements of Utah Code Title 63A, Chapter 19, to the same extent as required of OWNER, with regard to the personal data processed or accessed by ENGINEER as a part of its duties under this Agreement.
- F. ENGINEER agrees that this Agreement, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the Government Records Access and Management Act ("GRAMA"). ENGINEER gives the OWNER permission to make copies of this Agreement, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by ENGINEER and expressly approved by the OWNER, ENGINEER also agrees that ENGINEER's proposal to the solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The OWNER is not obligated to inform ENGINEER of any GRAMA requests for disclosure of this Agreement, related purchase orders, related pricing documents, or invoices.

11. CONSTRUCTION PHASE SERVICES

The ENGINEER has based its cost to provide construction phase services, on the ENGINEER, its employees, subcontractors and agents being named as additional insured under any construction contractor(s) (herein CONTRACTOR) General Liability and Builder's All Risk Insurance.

12. ADHERENCE TO APPLICABLE LAWS

- A. The laws of the State of Utah shall govern all aspects of this AGREEMENT.

- B. ENGINEER shall abide by all applicable federal and state employment and anti-discrimination laws, including but not limited to: Title VI and VII of the Civil Rights Act of 1964; Executive Order No. 11246, as amended; the Age Discrimination Act; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Labor Standards Act; and all applicable Utah laws prohibiting discrimination and harassment in the workplace. ENGINEER further agrees to abide by any other laws, regulations, or orders that prohibit discrimination of any kind with respect to ENGINEER'S employees or persons served.

13. SEVERABILITY

The provisions of this AGREEMENT are severable, and should any provision hereof be void, overly broad or unenforceable, such void, overly broad or unenforceable provision shall not affect any other portion or provision of this AGREEMENT.

14. WAIVER

Any waiver by any party hereto of any breach of any kind or character whatsoever by any other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this AGREEMENT on the part of the other party.

15. DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design and construction of the PROJECT or following the completion of the PROJECT, the OWNER and the ENGINEER agree that all disputes between them arising out of or relating to this AGREEMENT or the PROJECT shall be submitted to nonbinding mediation. The OWNER and the ENGINEER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the PROJECT and to require all contractors and consultants to include a similar mediation provision in all agreements with their subcontractors and consultants thereby providing for mediation as the primary method for dispute resolution among all parties to the PROJECT.

16. NOTICES

All notices, demands, and requests required or permitted to be given hereunder shall be in writing and shall be deemed duly given if delivered or if mailed by registered or certified mail, postage prepaid, addressed to the following:

ENGINEER:
Keith Larson, P.E.
Bowen, Collins & Associates
154 East 14075 South
Draper, Utah 84020

OWNER:
Craig Brandt
2380 Washington Blvd. Suite #320
Ogden, Utah 84401

Either party shall have the right to specify in writing another name or address to which subsequent notices to such party shall be given. Any notice given hereunder shall be deemed to have been given as of the date delivered or mailed to the other party.

17. Non-Appropriation of Funds, Reduction of Funds, or Changes in Law.

Upon thirty (30) days' written notice delivered to the ENGINEER, OWNER may terminate this Agreement in whole or in part, or proportionately reduce the Goods and Services due and the amounts payable, if OWNER reasonably determines that: (i) a change in federal or state legislation or applicable laws materially affects the ability of either Party to perform under the terms of this Agreement; or (ii) a change in appropriations, available funds, or budgets affects OWNER's ability to pay under this Agreement. A change of available funds as used in this paragraph includes, but is not limited to, a change in federal or state funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this Section, OWNER shall pay the ENGINEER for the Goods and Services properly ordered until the effective date of said notice. OWNER will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

18. ATTACHMENTS

The following attachments are included as part of the AGREEMENT:

Exhibit A – Standard Task Order Form
Task Orders, as awarded.

This AGREEMENT constitutes the entire understanding and AGREEMENT between the parties and supersedes all prior AGREEMENTS and understandings, whether written or oral, and may only be changed by written amendment executed by both parties.

Approved for OWNER

Accepted for ENGINEER

By _____
Title _____
Date _____


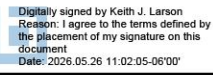
By  
Title Keith Larson, Vice President
Date 05/26/2026

EXHIBIT A

TASK ORDER No. _____
General Services Contract
_____ **(Project)**
_____ **(Owner)**

Task Order No. _____ is issued by _____, (herein called OWNER) pursuant to the Master Agreement for Professional Services between the OWNER and Bowen, Collins & Associates, Inc. (herein called the ENGINEER) dated _____.

1. PROJECT

The PROJECT associated with this TASK ORDER is described as follows:

The PROJECT site is located as follows:

2. SCOPE OF SERVICES

The Scope of Services and deliverables associated with this TASK ORDER is attached hereto as Attachment A.

3. COMPENSATION

OWNER shall reimburse for services provided under this TASK ORDER on a cost-reimbursable basis with a total fee not to exceed _____ without written authorization from the OWNER. Payment shall be in accordance with the Fee Schedule attached hereto as Attachment B and in accordance with the MASTER AGREEMENT FOR PROFESSIONAL SERVICES.

4. SCHEDULE

The Scope of Services associated with this TASK ORDER is expected to be completed within _____ following written authorization from the OWNER to proceed.

5. ATTACHMENTS AND EXHIBITS

Both parties have read and understood all attachments and exhibits referenced in or attached to this TASK ORDER and agree that such items are hereby incorporated into and made a part of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES.

6. OTHER REQUIREMENTS

The parties have executed this Task Order effective this ___ day of _____, 202_.

OWNER

ENGINEER

By _____ By _____

Name _____ Name _____

Title _____ Title _____