



MASTER PROFESSIONAL SERVICES AGREEMENT

THIS MASTER PROFESSIONAL SERVICES AGREEMENT together with any and all Work Orders executed in connection herewith, (this "Agreement") is made this 2nd day of January 2026, by and between **Scotts Bluff County, Nebraska** ("Client") and **Speech Lewis, a Bowman Company** ("Consultant") for the performance professional services set forth below.

DEFINITIONS

The following definitions shall apply to this Agreement:

1. **"Services"** shall mean the services set forth on a Work Order executed by the parties. A Work Order may be amended from time to time as provided herein.
2. **"Project"** shall mean with respect to each Work Order the project for which the Client engages the Consultant to perform Services.
3. **"Work Order"** shall mean the written instrument attached hereto, as may be executed from time to time by Client and setting forth in each instance the Services and Project to which that Work Order applies. Each Work Order shall set forth the Consultant's compensation for the Services described therein. Client is not bound to execute any particular Work Order with Consultant.

RECITALS

WHEREAS, Client desires from time to time to engage the services of Consultant to perform Services on Projects; and

NOW, THEREFORE, Client and Consultant, in consideration of their mutual covenants set forth herein, agree as follows:

1. Standard of Care and Consultant's Status. Consultant agrees to perform Services in accordance with the standards of skill and care of ordinarily provide by Consultant's profession for projects of similar scope and complexity, and in accordance with applicable governmental regulations, consistent with the interests of Client. Client and Consultant expressly acknowledge that Consultant is an independent Consultant, that it is not the representative, agent, or fiduciary of Client, and that the participation by Client in the Project shall in no way relieve Consultant of Consultant's professional duties and responsibilities under applicable law or this Agreement. Consultant makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with Consultant's services.

2. Consultant Representations, Duties, and Responsibilities. Consultant shall perform the Services in a timely manner in accordance with the requirements of Client or as otherwise set forth in each

Work Order. Consultant states that Consultant is experienced and qualified to perform the Services and that Consultant, and each individual employed by the Consultant to perform the Services, is properly licensed, if required by applicable law, to perform the Services. Consultant shall not perform any additional services with respect to any Work Order (nor be entitled to any additional compensation) unless there is an amended Work Order executed by both parties. If required by the Work Order, Consultant shall ensure that all permit drawings and specifications for the Services shall be sealed, and that all other drawings and specifications prepared by Consultant shall be certified, licensed and registered as required by the appropriate governmental regulations. Consultant shall assist Client in obtaining any authorizations or permits related to the performance of the Services required to be obtained from any governmental authority. Consultant shall, at Client's request, attend meetings and conferences related to the Project, including, but not limited to, meetings with federal, state, local, or other public agencies or citizen's groups.

3. Compensation and Payment. Consultant shall receive compensation ("Compensation") for the Services (and reimbursable expenses, if set forth on the applicable Work Order) in the amount detailed on Work Order. Unless otherwise set forth on Work Order, Client shall pay amounts due to Consultant for Services within thirty (30) days after receipt of invoice. Consultant will invoice Client monthly or more frequently based on a percentage of the work completed for lump sum tasks, number of units completed for unit tasks, and actual hours spent for hourly tasks. Consultant shall have the discretion to apply payments made by Client to an invoice or retainer account of Client in accordance with its business practices. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by Consultant within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions:

(a) If any invoice is not paid in full within forty-five (45) days of the invoice date, and Client has not timely and in good faith disputed the invoice as provided below, Consultant shall have the right at its election by giving notice to Client to either: (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by Consultant on behalf of Client or any related Client entities, until all invoices are paid in full and Consultant has received a retainer in such amount as Consultant deems appropriate to be held as described below; or (ii) deem Client to be in material breach of this Agreement and proceed pursuant to Section 17 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. Following Consultant's election above, Consultant shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void with any future schedule for the performance of services requiring the approval of both Client and Consultant.

(b) If Client disputes any submitted invoice, Client shall give written notice to Consultant within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to Consultant within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with the terms of this Agreement. Client and Consultant shall promptly negotiate in good faith to resolve any disputed portion of an invoice.

4. Liens and Ownership of Documents. Consultant, for itself and for all parties or anyone else acting or claiming through it, hereby expressly waives and releases its right to file any lien for services performed against all or part of any Project or the land upon which any such Project is located. All drawings, specifications, reports, plats and other documents or work products prepared by Consultant pursuant to

this Agreement ("Deliverables") shall become the property of Client, upon payment for services rendered, regardless of whether the Project is completed or not. If Client releases the Deliverables to a third-party without Consultant's prior written consent, or changes or uses the Deliverables other than as intended by this Agreement or related Work Order; (a) Client does so at its sole risk and discretion; and (b) Consultant shall not be liable for any claims or damages resulting from Client's use, change, release, or any third party's use of the Deliverables.

5. Insurance. (a) During the entire term that this Agreement shall remain in effect, and for a period of five (5) years after final payment to Consultant, Consultant shall secure and maintain in force policies of insurance against errors and omissions of Consultant in connection with Consultant's Services, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate.

(b) Unless otherwise agreed in writing, Consultant shall maintain insurance to protect against: claims under workers' compensation acts; automobile claims; claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any employees or of any other person; claims for damages because of injury to or destruction of property, including loss or use resulting therefrom; and claims for damage to or destruction of property, including valuable papers and records coverage and including loss of use resulting therefrom. Client shall be named as an "additional named insured" on all Consultant's insurance policies other than professional liability and Workers' Compensation. Consultant shall furnish to Client upon execution of this Agreement an insurance certificate, for each insurance policy required by this Agreement. Consultant shall notify Client in writing immediately if its insurance coverage is terminated or modified for any reason.

(c) Unless otherwise agreed in writing, the insurance required by subparagraph 5(b) shall be as follows:

<u>Insurance</u>	<u>Limits</u>
Workers' Compensation	Statutory
Comprehensive General Liability	\$1,000,000/\$1,000,000
Automobile Insurance	\$1,000,000/\$1,000,000
Professional Liability	\$1,000,000/\$1,000,000

6. Term. The term of this Agreement shall commence on the date on which Client notifies Consultant in writing to commence performance of any Services and shall expire on the later to occur of (a) one year after the date on which all Services requested by Client in accordance with this Agreement have been fully completed by Consultant, or (b) the date that is three (3) years after the date on which Client notifies Consultant to commence performance of any Services.

7. Termination. (a) Client shall have the right to terminate this Agreement without cause, for any reason whatsoever, such termination effective thirty (30) days after delivery of written notice thereof from Client to Consultant. Similarly, Consultant shall have the right to terminate this Agreement without cause, for any reason whatsoever, such termination effective thirty (30) days after delivery of written notice thereof from Consultant to Client. In the event that either Client or Consultant terminates this Agreement without cause, then (a) Client shall remain obligated to pay Consultant Compensation due pursuant to this Agreement through the termination date, and (b) Consultant shall immediately turn over to Client any and all documents and other property produced or in the possession of Consultant related to the Project.

(b) If Consultant fails to perform in accordance with the terms of this Agreement, then Client may, without prejudice to any other right or remedy that Client may have and after giving Consultant five (5) days written notice, terminate this Agreement and take possession of all work performed hereunder by Consultant and perform all Services not yet fully performed by whatever method Client may deem expedient. In the event that Client terminates this Agreement for default by Consultant, then (a) Consultant shall immediately turn over to Client any and all documents and other property produced by or in the possession of Consultant for which Client has paid, and (b) Consultant shall not be entitled to receive any further payment.

8. Liability of Consultant and Indemnity. Consultant shall indemnify and save harmless Client from and against any and all suits, actions, legal proceedings, claims, demands, damages, liability, costs and expenses (including reasonable attorney's fees) arising out of or in connection with (i) any negligent error or omission by Consultant or any party for whose conduct Consultant is legally responsible, (ii) breach of this Agreement by Consultant, (iii) any copyright, patent, or other intellectual property infringement by Consultant or any party for whose conduct Consultant is legally responsible, (iv) any failure by Consultant or any party for whose conduct Consultant is legally responsible to comply with applicable laws, regulations, codes, ordinances or other requirements of applicable governing authorities, or (v) any failure to pay any tax by Consultant or any party for whose conduct Consultant is legally responsible. The obligation to indemnify and hold harmless does not include a duty to defend. Consultant has no obligation to pay for any of the indemnitees' costs prior to a final determination of liability or to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of Consultant.

9. Limitation of Liability. (a) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT WILL EITHER PARTY'S LIABILITY [FOR ACTUAL DAMAGES](#) ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE [INSURANCE LIMITS OUTLINED IN PARAGRAPH 5\(c\)](#) ~~AGGREGATE AMOUNTS PAID OR PAYABLE TO CONSULTANT PURSUANT TO THE APPLICABLE WORK ORDER.~~

10. Force Majeure.

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, or any related Work Order, for any failure or delay in fulfilling or performing any term of this Agreement, any related Work Order (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; national or regional emergency; (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. The non-affected party may terminate this Agreement or any Work Order if such failure or delay continues for a period of 180 days or more.

11. Compliance with Non-Discrimination Statutes, Regulations and Orders. Consultant's policy is to fully comply with the regulations of Title VI of the Civil Rights Act of 1964, as amended and other nondiscrimination laws and authorities, and Consultant does not discriminate against any person on the basis of race, color, national origin, sex, age, disability, or low-income. Consultant is an equal opportunity employer and federal contactor or subcontractor. Consequently, Consultant agrees that, as applicable, it will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), and of Title VI of the Civil Rights Act of 1964, as each of these laws may be amended, all of which laws are incorporated herein by reference. These statutes and regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identify or national origin. These regulations require that covered prime contractors and subcontractors, including the Consultant, take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The Consultant also agrees that, as applicable, it will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart), relating to the notice of employee rights under federal labor laws. By entering into this Agreement Consultant specifically agrees that (i) it will not discriminate on the grounds of race, religion, color, sex, national origin, age, low income or disability in the selection and retention of its employees or vendors, and (ii) it will fully comply with the regulations of Title VI of the Civil Rights Act of 1964, as amended and other nondiscrimination laws.

12. Entirety of Agreement. This Agreement and each Work Order embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in a writing that refers to this Agreement and signed by both parties hereto

13. Miscellaneous. This Agreement shall be construed and interpreted according to the laws of the jurisdiction in which the Project is located, without giving effect to the laws, rules or regulations or the provisions thereof regarding conflict of laws. Consultant shall maintain in strict confidence any information obtained from Client during the performance of the Services. In the event that any portion of this Agreement is held to be invalid or unenforceable, it shall not affect the remaining portions of this Agreement which shall remain operative and not affected by such invalidity or unenforceability. No failure or delay of either party in the exercise of any right given to such party hereunder shall constitute a waiver thereof unless the time specified herein for exercise of such right has expired, nor shall any single or partial exercise of any right preclude other or further exercise thereof or of any other right. This Agreement shall inure to the benefit of the parties, and to the extent permitted by this Agreement, their successors and assigns. This Agreement may be executed in numerous counterparts each of which shall be deemed an original, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties have not signed the same counterpart.

14. Notices. Any notice required, or which may be given by the terms of this Agreement, shall be sufficient if given in writing and personally delivered by courier service or overnight delivery service or mailed certified mail, postage prepaid, as follows:

TO: CLIENT

Scotts Bluff County Board of Commissioners
785 Rundell Road
Gering NE 69341
Attn: Steve Baird

TO: CONSULTANT

Speece Lewis, a Bowman Company
906 S 26th Street
Lincoln NE 6810
Attn: Tim Farmer

With copy to:

Bowman Consulting Group Ltd.
12355 Sunrise Valley Drive, Suite 520
Reston, Virginia 20191
Attn: Robert A. Hickey

Changes of the person to receive notices or the place of notification shall be effectuated pursuant to a notice given under this Article and paragraph. Notices shall be deemed delivered (a) on the day sent if delivered personally or by courier service during regular business hours (i.e., prior to 5:00 p.m. on weekdays that are not Federal holidays); (b) on the business day after the day sent if sent by overnight delivery service; and (c) two business days after the day sent if sent by certified mail or delivered by two-day delivery service.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first set forth above.

CONSULTANT:

CLIENT:

Speece Lewis, a Bowman Company

Scotts Bluff County Board of Commissioners

By: _____

By: _____

Name: Tim Farmer, P.E.

Name: _____

Title: Principal

Title: _____