



P.O. BOX 850 | COWETA, OKLAHOMA 74429 | PH. (918) 486-2189 | FAX (918) 486-5366 | www.cityofcoweta-ok.gov

AGENDA - REGULAR MEETING
COWETA PUBLIC WORKS AUTHORITY
COWETA CITY HALL, 310 S. BROADWAY
MONDAY, MAY 6, 2024 6:00 P.M.

MEETING PROCEDURE: Comments on all scheduled agenda items will be heard immediately following the presentation by staff or the petitioner. Please wait until you are recognized by the Chairman and keep your comments as brief as possible. Individuals addressing the Trustees must identify themselves by name prior to making any comments. The Trust Authority will consider, discuss, and may take action on, approve, adopt, amend, reject, deny, table, or not take action on any item listed on this agenda after comments from staff and the Trust Authority have been heard.

I. CALL TO ORDER

II. ROLL CALL

NAOMI HOGUE_____

HAROLD CHANCE_____

CAROLINE MARTIN_____

JOE CASH_____

RANDY WOODWARD_____

III. CONSENT

(All matters under the "Consent Calendar" are considered by the Board of Trustees to be routine and will be enacted by one motion. Any Trustee may, however, remove an item from consent by request.)

1. MINUTES OF THE REGULAR MEETING

APPROVAL OF THE MINUTES OF THE COWETA PUBLIC WORKS AUTHORITY REGULAR MEETING ON APRIL 1, 2024. (MARCY KILGORE, CITY CLERK/TREASURER)

Documents:

[240401-PWA MINUTES.PDF](#)

2. MINUTES OF THE JOINT SPECIAL MEETING

APPROVAL OF THE MINUTES OF THE COWETA CITY COUNCIL/COWETA PUBLIC WORKS AUTHORITY/COWETA INDUSTRIAL DEVELOPMENT AUTHORITY JOINT SPECIAL MEETING ON APRIL 5, 2024. (MARCY KILGORE, CITY CLERK/TREASURER)

Documents:

[240405-JOINT SPECIAL MEETING .PDF](#)

3. APPROVAL OF EMERGENCY EXPENDITURE

AFFIRMATION OF THE TRUST MANAGER'S EMERGENCY EXPENDITURE OF \$54,890.00 WITH

MCGUIRE BROTHERS, INC. FOR THE REPLACEMENT AND REPAIR OF A 6" SANITARY SEWER LINE AT 154TH AND 289TH CROSSING COWETA CREEK. (JULIE CASTEEN, TRUST MANAGER)

Documents:

[240506 STAFF REPORT EMERGENCY EXPENDITURE.PDF](#)

IV. CONSIDER ITEMS REMOVED FROM CONSENT

V. ADMINISTRATION

1. PROFESSIONAL SERVICES AGREEMENT - COWAN ENGINEERING GROUP, LLC
DISCUSS AND CONSIDER APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH COWAN GROUP ENGINEERING, LLC FOR CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES PERTAINING TO THE WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT AT A COST-NOT-TO-EXCEED \$261,600.00, SUBJECT TO THE EXECUTION OF AN AGREEMENT AS APPROVED BY THE TRUST MANAGER AND TRUST ATTORNEY. (JULIE CASTEEN, TRUST MANAGER)

Documents:

[240506-STAFF REPORT COWAN GROUP ENGINEERING WWTP INSPECTION SERVICES.DOCX](#)
[COWAN GROUP WWTP INSPECTION PROPOSAL.PDF](#)

VI. NEW BUSINESS

(Business which was not foreseen prior to the posting of the agenda.)

VII. ADJOURNMENT

IF YOU REQUIRE SPECIAL ACCOMMODATIONS PURSUANT TO THE AMERICANS WITH DISABILITIES ACT, PLEASE CONTACT CITY HALL BY 9:00 A.M. THE DAY OF THE MEETING.

**MINUTES OF THE COWETA PUBLIC WORKS AUTHORITY REGULAR MEETING
APRIL 1, 2024, 6:27 P.M.**

The Trustees of the Coweta Public Works Authority met in regular session on Monday, April 1, 2024, at 6:27 p.m. following the meeting of the Coweta City Council at the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

TRUSTEES PRESENT: Naomi Hogue, Harold Chance, Joe Cash, Caroline Martin, Randy Woodward.

I. CALL TO ORDER

The meeting was called to order by Chairman Hogue.

II. ROLL CALL

Roll call taken. Trustees were present as shown above.

III. CONSENT

Motion by Harold Chance, second by Naomi Hogue to approve the consent calendar items:

1. Minutes of the Coweta Public Works Authority Regular Meeting held on March 4, 2024.
2. Minutes of the Coweta Public Works Authority Special Meeting held March 11, 2024.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin
Randy Woodward

IV. CONSIDER ITEMS REMOVED FROM CONSENT

No items removed.

V. ADMINISTRATION

1. RESOLUTION 2024-07 BANK SIGNATORIES

Trust Manager Julie Casteen led discussion and requested possible action related to the adoption of Resolution 2024-07, a Resolution of the Trustees of the Coweta Public Works Authority, Coweta, Oklahoma approving the authorized signatories on certain accounts held by First National Bank of Coweta.

Motion by Harold Chance, second by Naomi Hogue to adopt Resolution 2024-07, a Resolution of the Trustees of the Coweta Public Works Authority, Coweta, Oklahoma

**MINUTES OF THE COWETA PUBLIC WORKS AUTHORITY REGULAR MEETING
APRIL 1, 2024, 6:27 P.M.**

approving the authorized signatories on certain accounts held by First National Bank of Coweta.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin
Randy Woodward

2. BID AWARD - WASTEWATER TREATMENT PLANT IMPROVEMENTS

Julie Casteen led discussion and requested action on the award of bid to Daris Contractors, LLC in the amount of \$16,292,400.00 for Wastewater Treatment Plant improvements and direction to the City Manager to execute all necessary documents related to the project.

Motion by Naomi Hogue, second by Harold Chance to approve the award of bid to Daris Contractors, LLC, the lowest responsible bidder, in the amount of \$16,292,400.00 for Wastewater Treatment Plant improvements, subject to the execution of a contract and the furnishings of all required bonds and insurance and authorizing the Trust Manager to execute a contract and all necessary documents related to the project.

Aye: Naomi Hogue
Harold Chance
Joe Cash
Caroline Martin
Randy Woodward

3. RESOLUTION 2024-10 ADOPTING BUDGET AMENDMENTS

Julie Casteen led discussion and requested possible action related to the adoption of Resolution 2024-10, a Resolution of the Board of Trustees of the Coweta Public Works Authority, Coweta, Oklahoma, adopting amendments to the annual appropriations for the budget of the Coweta Public Works Authority for fiscal year ending June 30, 2024.

Motion by Naomi Hogue, second by Harold Chance to adopt Resolution 2024-10, a Resolution of the Board of Trustees of the Coweta Public Works Authority, Coweta, Oklahoma, adopting amendments to the annual appropriations for the budget of the Coweta Public Works Authority for fiscal year ending June 30, 2024.

Aye: Naomi Hogue
Harold Chance
Joe Cash
Caroline Martin
Randy Woodward

**MINUTES OF THE COWETA PUBLIC WORKS AUTHORITY REGULAR MEETING
APRIL 1, 2024, 6:27 P.M.**

VI. NEW BUSINESS

No new business.

VII. ADJOURNMENT

Chairman Hogue adjourned the meeting at 6:30 p.m.

Naomi Hogue, Chairman

Marcy Kilgore, Trust Secretary

**MINUTES OF THE COWETA CITY COUNCIL/COWETA PUBLIC
WORKS AUTHORITY/COWETA INDUSTRIAL TRUST AUTHORITY
JOINT SPECIAL MEETING
APRIL 5, 2024, 9:00 A.M.**

The members of the Coweta City Council and Trustees of the Coweta Public Works Authority and Coweta Industrial Trust Authority, met in a joint special session on Friday, April 5, 2024, at 9:00 a.m. in the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

COUNCILMEMBERS PRESENT: Naomi Hogue, Harold Chance, Joe Cash, Caroline Martin (arrived at 9:55 a.m.), Randy Woodward.

I. CALL TO ORDER

The City Council meeting was called to order by Mayor Hogue.

The Coweta Public Works Authority meeting was called to order by Chairman Hogue.

The Coweta Industrial Development Authority meeting was called to order by Chairman Hogue.

II. ROLL CALL

Roll call taken. Councilmembers and Trustees were present as shown above.

III. ADMINISTRATION

1. PROPOSED FY 2024-2025 BUDGET DISCUSSION AND TOUR OF FACILITIES

City Manager Julie Casteen discussed the proposed FY 2024-2025 Operating/Capital budget for all funds. Department heads presented information on equipment purchases and capital projects that have been proposed for the FY 2024-2025 budget.

The Coweta City Council/Coweta Public Works Authority/Coweta Industrial Development Authority reviewed priorities and participated in a tour of the City facilities to establish budget priorities for the proposed FY 2024-2024 Operating/Capital budget for all funds of the City.

Facilities toured included: the Coweta Police station, Coweta Fire Station, Coweta Public Library, Coweta Public Works facility, Coweta Water Treatment Plant, and Coweta Wastewater Treatment Plant.

Following the facility tour, further discussion was held on the proposed FY 2024-2024 Operating/Capital budget for all funds.

Other than the discussion and tour, no action was taken.

**MINUTES OF THE COWETA CITY COUNCIL/COWETA PUBLIC
WORKS AUTHORITY/COWETA INDUSTRIAL TRUST AUTHORITY
JOINT SPECIAL MEETING
APRIL 5, 2024, 9:00 A.M.**

XI. ADJOURNMENT

Mayor Hogue adjourned the City Council meeting at 1:15 p.m.

Chairman Hogue adjourned the Coweta Public Works Authority meeting at 1:15 p.m.

Chairman Hogue adjourned the Coweta Industrial Development Authority meeting at 1:15 p.m.

Naomi Hogue, Mayor

Marcy Kilgore, City Clerk

Naomi Hogue, PWA Chairman

Marcy Kilgore, City Clerk

Naomi Hogue, CIDA Chairman

Harold Chance, Secretary



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Mémorandum

To: Chairman, Members of the Board of Trustees
From: Julie Casteen, Trust Manager
Re: Emergency Sewer Line Repair
Date: 5/03/2024

BACKGROUND

On April 10th a citizen reported a sewer backup near 289th East Avenue and 154th St South. Public Works staff took the jet rod trailer to clear the line and discovered that the sewer line had collapsed. Upon further investigation, it was determined that a PVC sewer line suspended by a makeshift cable going across Coweta Creek was the source of the original backup. This line is should have been installed in ductile iron or steel casing and was recommended by our City Engineer to be replaced using proper construction methods.

Since the pipe was failing and causing our sewer line and the lines of several customers to bypass, I issued an emergency repair order on April 19th to replace the line, remove existing piers and install a new 4" manhole. This mitigated the potential health hazard prevented possible fines from ODEQ.

STAFF RECOMMENDATION

Staff recommends affirmation of the Trust Manager's actions.

ATTACHMENTS

Photo of repairs









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Memorandum

To: Honorable Chairman and Members of the Board of Trustees
From: Julie Casteen, Trust Manager
Re: Professional Engineering Services Agreement – WWTP Improvements – Construction Inspection
Date: May 2, 2024

BACKGROUND

On April 1, 2024 the City Council and PWA awarded the bid for the Wastewater Treatment Plant Improvements to Daris Contractors to be constructed according to specifications provided by WDB Engineering.

The contract with WDB Engineering allows for the engineer to contract for construction administration and inspections for a cost in addition to the engineering contract, but the City has the right to contract directly for those services.

Cowan Group Engineering is familiar with the project and has provided a proposal at a cost not-to-exceed \$261,600.

STAFF RECOMMENDATION

Staff recommends approval of the proposed professional engineering services agreement with Cowan Engineering Group, LLC for construction administration and inspection services associated with the Wastewater Treatment Plant Improvements Project at a cost not-to-exceed \$261,600.

ATTACHMENTS:

Proposal from Cowan Group Engineering



April 16, 2024

Julie Casteen
City Manager
City of Coweta
310 South Broadway
PO Box 850
Coweta, OK 74429

RE: Wastewater Treatment Plant Improvements – Construction Inspection
Coweta, Oklahoma

Dear Ms. Casteen:

Pursuant to our conversation and discussions with WDB Engineering, Cowan Group Engineering, LLC (CGE) (Consultant) appreciates your interest in our professional services and welcomes the opportunity to present a proposal to you for the inspection and engineering services for the subject project. The following outlines general project data and detailed scope of services for the subject project:

GENERAL PROJECT DATA

Our proposal for services is based on the following site data:

- Project Name – Wastewater Treatment Plant Improvements OWRB Loan No.: ORF-19-0002-CW
- Project Location – SW/4 of Section 30, T-17-N, R-16-E
- Project Owner – Coweta Public Works Authority (Owner)
- Project Size – Approximately 20-acre project site (Refer to Attachment “A”)
- Project Type – Wastewater Treatment Plant Improvements
- Project Engineer – WDB Engineering

GENERAL CORRESPONDENCE & MEETINGS

- Engineer to provide final bid documents and construction drawings dated January 10, 2023.
- Owner to deliver to Consultant all reports, current ownerships, drawings, land surveys, sketches in electronic format
- General correspondence & meetings with Owner

BASIC SCOPE OF SERVICES

The basic scope of services includes the assistance in construction administration services and site representation during construction (Resident Project Representative services) for the Wastewater Treatment Plant (WWTP) Improvements (OWRB Loan No.: ORF-19-0002-CW).

The scope of work includes the construction of a lift station, new bar screen, modification of existing holding basins, two new clarifiers, tri-plex sludge station, drying beds, UV disinfection, new lab, electrical power, and lighting system with all appurtenances as shown on the plans and described in the specifications for a fully operational facility.

Consultant shall provide Construction Administration, and construction inspection for the base bid portion of the Project.

Task One – Construction Administration

- Attend pre-work meeting
- Address request for information from Contractor
- Review and approve pay applications for Owner / Engineer approval
- Coordinate with Engineer of Record to prepare record drawings (as required)
- Conduct one (1) final inspection, acceptance, and report

Task Two – Resident Project Representative

Consultant shall provide part-time (27 hours/week estimated with some full-time as needed) Resident Project Representative services for the base bid portion of the Project. The scope, duties, responsibilities and limitations of authority of the Resident Project Representative shall be as outlined below:

- The scope of work is based upon 64 weeks of construction time for a total of 1,728 man-hours.
- The Resident Project Representative (RPR) is Consultant's agent at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Consultant and Contractor keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Consultant.
- Schedules. Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and review with Consultant concerning acceptability.
- Conferences and Meetings. Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
- Liaison. Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the contract documents; and assist Consultant in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
- Shop Drawings and Samples. Record date of receipt of shop drawings and samples. Receive samples which are furnished at the site by Contractor, and notify Consultant of availability of samples for examination. Advise Consultant and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by Consultant.
- Review of Work, Rejection of Defective Work, Inspections and Tests.
 - Conduct on-site observations of the work in progress to assist Consultant in determining if the work is, in general, proceeding in accordance with the contract documents.
 - Report to Consultant whenever RPR believes that any work is unsatisfactory, faulty, or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - Verify that tests, equipment and system start-ups, and operating and maintenance training are conducted in the presence of appropriate personnel and that Contractor maintains adequate records thereof; and observe, record, and report to Consultant appropriate details relative to the test procedures and start-ups.
 - Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project; record the results of these inspections and report to Consultant.
- Interpretations of Contract Documents. Report to Consultant when clarifications and interpretations of the contract documents are needed.
- Modifications. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Consultant.
- Records.

- Maintain at the job-site, orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, Addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the contract documents, progress reports, and other Project-related documents.
- Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job-site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
- Keep a current log book of acceptable pay items, recording the location and quantity of all pay items delivered, used, or completed on a day-to-day basis including any necessary substantiating computations.
- Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- Maintain an updated "Red-line" record drawing set of construction plans reflecting all addenda and changes to the Project during the construction.
- Reports.
 - Furnish Consultant periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - Consult with Consultant in advance of scheduled major tests, inspections, or start of important phases of the work.
 - Draft proposed change orders and work directive changes, obtaining backup material from Contractor and recommend to Consultant change orders, work directive changes, and field orders.
 - Report immediately to Consultant and Owner upon the occurrence of any accident.
- Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, work completed, and material and equipment delivered at the site but not incorporated in the work.
- Certificates, Operation and Maintenance Manuals. During the course of the work, verify that certificates, operation and maintenance manuals, and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to Consultant for review and forwarding to Owner prior to final payment for the work.
- Completion.
 - Before substantial completion, submit to Contractor a list of observed items requiring completion or correction.
 - Conduct a final inspection in the company of Consultant, Owner, and Contractor, and prepare a final list of items to be completed or corrected.
 - Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.
- Limitations of Authority
 - Shall not exceed limitations of Consultant's authority as set forth in the Agreement or the contract documents.
 - Shall not undertake any of the responsibilities of the Contractor, subcontractor, or Contractor's superintendent.
 - Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.
 - Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.
 - Shall not authorize Owner to occupy the Project in whole or in part.

- Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant in writing.
- **Construction Services Contingency.** Should the Contractor fail to complete the Project in the contracted construction period (as identified in the bid documents of the Project and as formally adjusted for weather considerations and additional work not associated with Owner-requested scope changes), the Consultant shall provide continuing construction services. The services to be provided shall be identical in nature to the services identified in previous sections of this detailed scope of services and shall be considered as additional services or as justification for budgetary extension, if so required, to compensate the Consultant for all duties performed.

ADDITIONAL SERVICES

Other services that are not associated with the agreed Scope of Services shall be considered as additional services. Additional services would include Owner directed work that is clearly outside of the base contract. The fee structure for additional services shall be based on time and expense effort unless otherwise negotiated prior to services being rendered. See Attachment "B".

Additional services may include the following, but not limited to:

- Land Survey
- Legal descriptions or exhibits
- Subsurface Geotechnical Investigation
- Utility relocation design coordination or construction drawings related to off-site
- Right of way or easement acquisitions
- ROW/Easement survey staking
- Permit fees for City, County or State
- Construction material testing
- Construction surveying
- Land Survey for record drawings
- Resident Project Representation for any portion outside the base bid of the Project

BASE CONTRACT FEE STRUCTURE (as outlined above)

ITEM	DESCRIPTION	FEE
	Basic Scope of Services	
1	Construction Administration	19,500
2	Resident Project Representative	210,900
3	Reimbursable Expenses	31,200
	Total:	\$261,600

SCHEDULE

Schedules shall be coordinated with Owner

REIMBURSABLE EXPENSES

The following expenses shall be considered as reimbursable expenses:

- Application and Review Fee(s) to Applicable Government Agency
- Travel expenses to include mileage, lodging, transportation & meals

- Shipping and postage
- Plotting and reproduction for progress meetings, presentations, and submittals
- Large format scans (11" x 17" and larger documents)
- Large format colored plots (11" x 17" and larger documents)
- Board mounted presentation graphics

COMPENSATION

For BASIC CONTRACT engineering design services performed under this agreement, the Owner shall pay the Consultant **an hourly time and expense amount not to exceed of \$261,600.00** including reimbursable expenses as defined in the TOTAL BASE CONTRACT FEE STRUCTURE. Consultant will invoice on a monthly interval, and invoices are due and payable within 30 days of date of invoice. Invoices past due are subject to interest at the rate of 1½% per month. Printing and deliverables will be considered as a Consultant direct expense and will be billed to you at the actual costs.

TERMS AND CONDITIONS

See Cowan Group Engineering, LLC's mandatory STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES at <http://www.cowangroup.co/terms-and-conditions>.

ATTACHMENTS

As a supplement to this proposal please find the following documents:

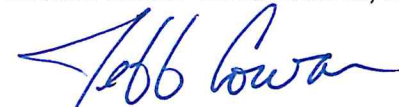
- **Attachment "A"** – Site Location
- **Attachment "B"** – CGE 2024 Hourly Rate Schedule

If you concur with this proposal, please sign and date this letter, then return stating your approval for Cowan Group Engineering to begin work on this project. This proposal will become void after 60-days from the date submitted.

Should you have any questions, please do not hesitate to contact Mr. Ronald Weltzheimer or the undersigned.

Sincerely,

COWAN GROUP ENGINEERING, LLC



Jeff Cowan, P.E.
Principal

NOTICE TO PROCEED

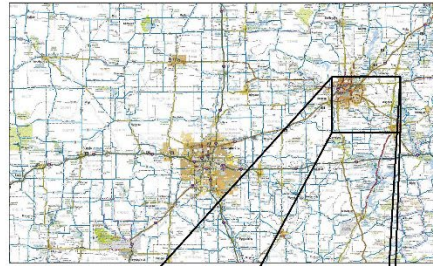
The above proposal is understood and accepted. By accepting this proposal you are also agreeing to Cowan Group Engineering, LLC GENERAL CONDITIONS (PROFESSIONAL SERVICES) attached to this proposal.

By: _____
(Signature)

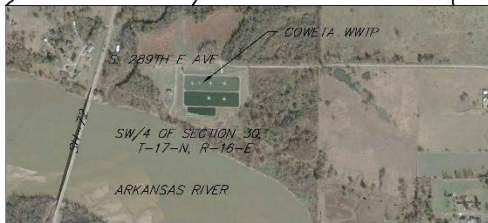
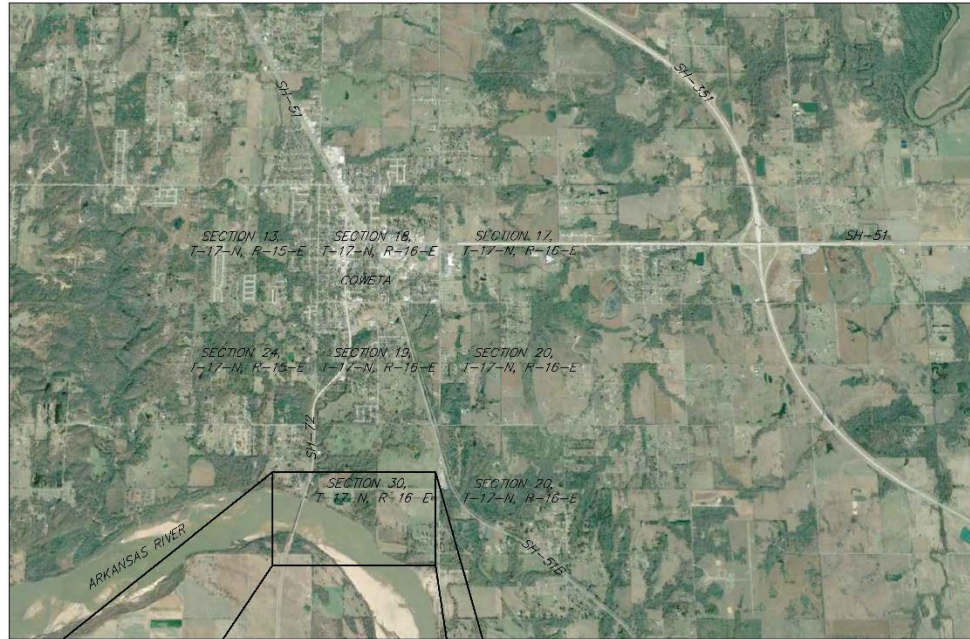
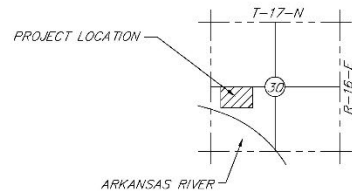
For: _____
(Organization)

Date: _____

ATTACHMENT "A" - Site Location



VICINITY MAP



LOCATION MAP



WOB ENGINEERING PLLC 6330 S.E. 74TH STREET OKC, OK 73135 PH: 405-741-7090 CERTIFICATE OF AUTHORIZATION #3687 EXP: 6-30-2023		
COWETA PUBLIC WORKS AUTHORITY WASTEWATER TREATMENT PLANT IMPROV.		
DATE: 2/23/23	APPROVED BY:	DRAWN BY: SK
LOCATION MAP		
WOB ENGINEERING P.L.L.C.		SHEET NUMBER: 04

103995



ATTACHMENT “B”

ENGINEERING SERVICES 2024 Rate Schedule

SERVICES

Principal	\$300.00
Associate.....	\$271.00
Client Manager.....	\$248.00
Team Lead	\$237.00
Project Manager II.....	\$217.00
Project Manager I.....	\$208.00
Project Engineer III.....	\$201.00
Project Engineer II.....	\$185.00
Project Engineer I.....	\$172.00
Engineer Level II	\$159.00
Engineer Level I	\$147.00
Engineering Technician IV	\$165.00
Engineering Technician III.....	\$155.00
Engineering Technician II.....	\$140.00
Engineering Technician I.....	\$126.00
CAD Technician I	\$102.00
GIS Technician I.....	\$88.00
Administrative.....	\$126.00
Clerical	\$90.00
Intern	\$61.00

EXPENSES

Xerox Copies Letter or Legal.....	\$0.15 per copy
Xerox Copies Ledger	\$0.25 per copy
Plot Prints.....	\$0.75 per S.F.
Color/Mylar Plot Prints	\$1.75 per S.F.
Mileage.....	IRS Allowable

The rates and expenses described may be revised annually.



LAND SURVEY SERVICES

2024 Rate Schedule

SERVICES

Principal	\$300.00
Survey Manager	\$215.00
Professional Land Surveyor II	\$197.00
Professional Land Surveyor I	\$172.00
Survey Field Manager	\$155.00
Survey Crew - Scanner	\$334.00
Survey Technician III.....	\$165.00
Survey Technician II.....	\$155.00
Survey Technician I.....	\$88.00
CAD Technician III	\$123.00
CAD Technician II	\$112.00
CAD Technician I	\$102.00
GIS Technician I.....	\$88.00
Administrative.....	\$126.00
Clerical	\$90.00
Intern	\$61.00

EXPENSES

Xerox Copies Letter or Legal.....	\$0.15 per copy
Xerox Copies Ledger	\$0.25 per copy
Plot Prints.....	\$0.75 per S.F.
Color/Mylar Plot Prints	\$1.75 per S.F.
Mileage.....	IRS Allowable

The rates and expenses described may be revised annually.



CONSTRUCTION SERVICES

2024 Rate Schedule

SERVICES

Principal	\$300.00
Associate.....	\$271.00
Client Manager.....	\$248.00
Team Lead	\$237.00
Project Manager II.....	\$217.00
Project Manager I.....	\$208.00
Construction Manager	\$177.00
Construction Services Administrator	\$167.00
Resident Project Representative III.....	\$143.00
Resident Project Representative II.....	\$133.00
Resident Project Representative I.....	\$122.00
Administrative.....	\$126.00
Clerical	\$90.00
Intern	\$61.00

EXPENSES

Xerox Copies Letter or Legal.....	\$0.15 per copy
Xerox Copies Ledger	\$0.25 per copy
Plot Prints.....	\$0.75 per S.F.
Color/Mylar Plot Prints	\$1.75 per S.F.
Mileage.....	IRS Allowable

The rates and expenses described may be revised annually.

COWAN GROUP ENGINEERING, LLC'S
STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Cowan Group's Client agrees and authorizes Cowan Group Engineering LLC, d/b/a "Cowan Group," "Cowan Group Engineering," "cowangroup.co" (collectively, "Cowan Group") to perform professional engineering service work, consulting, and to provide goods and materials, whether or not described in one or more proposals, scope of services, addenda, fee schedule, and purchase and work orders (the "Work") under the following Standard Terms and Conditions for Professional Services, which are expressly made a part of the agreement between Client and Cowan Group (the "Agreement"), without liability for interruption of service, or incidental, special, or consequential damages:

1. **TERMS OF AGREEMENT** -- The Agreement between Client and Cowan Group comprise these terms and conditions and any specifications, drawings, samples, or other written terms and conditions, proposals, scope of services, addenda, fee schedule, and purchase and work orders approved by Cowan Group are specifically incorporated in the Agreement. Any purchase order, acknowledgment ticket, invoice, supplemental agreement, or other instrument of Client, or acceptance of the professional services and goods by Client, shall be construed as an acceptance of this Agreement. Any attempt by Client to insert or include any different or additional terms and conditions not in conformity with this Agreement shall be invalid. If conflict occurs between this Agreement and other provisions incorporated in writing in the Agreement by Cowan Group, this Agreement shall prevail. The Agreement shall not be modified or altered by any subsequent course of performance between Client and Cowan Group, and this Agreement shall constitute an express waiver and variance from, amendment to, or modification of, any agreement submitted by Client to Cowan Group. In rendering any service or providing any product, Cowan Group shall be an independent contractor.
2. **PAYMENT** -- Payment on all orders is due within thirty (30) days after date of invoice. Interest at eighteen percent (18%) per annum will be charged on all past due balances. Client shall be liable for all costs and expenses, including reasonable attorney's fees and related costs, incurred by Cowan Group to collect any past due balance.
3. **QUOTATIONS AND PROPOSALS**-- All quotations and proposals are made for prompt acceptance and any term quoted is subject to change without notice, unless specifically stated otherwise in the quotation or proposal. Prices quoted by Cowan Group and accepted by Client are subject to escalation as specified in Cowan Group's quotation. All prices are exclusive of any federal, state, or special taxes imposed on the sale or use of goods and services sold.
4. **CANCELLATION** -- Purchase and work orders once placed can be canceled only with Cowan Group's written consent, and then only without loss to Cowan Group, including compensation to Cowan Group for all completed Work, Work in progress, and Work-related special materials, fabrication, assembly, engineering, general, and administrative expenses, subcontractor cancellation charges, and normal profits. No products associated with Cowan Group's professional services may be returned for credit or adjustment without express written permission from Cowan Group.
5. **MODIFICATIONS** -- Cowan Group reserves the right to change or modify the design and construction of any products or the procedures and methods for its Work incurring no obligation to furnish or install such changes or modifications on products previously or subsequently sold or to use such procedures or methods regarding services previously or subsequently provided.
6. **WARRANTY AND STANDARD OF CARE**-- Cowan Group will strive to perform the Work in a manner consistent with that level of care and skill ordinarily exercised by members of Cowan Group's profession practicing in the same locality under similar circumstances at the time the services are performed. (A) Any manufacturers' warranties, if any, shall pass through to Client to the extent permitted by law, and Cowan Group shall use reasonable efforts to assist Client in contacting the manufacturer to assert warranty claims. Cowan Group shall incur no other or further obligation to Client, and nothing shall be construed as rendering Cowan Group as an agent of Client; (B) **THE EXPRESS WARRANTY SET FORTH IN THIS SECTION**

IS EXCLUSIVE AND NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY. CUSTOMER'S SOLE REMEDY IS ADDRESSED IN SECTION 12 AND COWAN GROUP'S SOLE OBLIGATION ARISING OUT OF OR IN CONNECTION WITH DEFECTS IN SERVICE, MATERIALS, OR WORKMANSHIP, WHETHER BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL BE THOSE STATED IN THIS SECTION.

7. **WORK PRODUCT** -- Services provided under this Agreement, including all drawings, reports, information, recommendations, or opinions ("Services") prepared or issued by Cowan Group, are for the exclusive use and benefit of Client or its agents in connection with the Work, are not intended to inform, guide, or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Work. Client will not distribute or convey Work reports to any other persons or entities without Cowan Group's prior written consent, which shall include a release of Cowan Group from liability and indemnification by the third party. Cowan Group's Work, field data, and other Work products are part of Cowan Group's professional services, and generally do not constitute goods or products, and are copyrighted works of Cowan Group. However, such copyright is not intended to limit the Client's use of its work product in connection with the Work.
8. **CONSTRUCTION OBSERVATION** -- If included in the Work, Cowan Group's Work during construction shall be limited to observation of construction operations. Cowan Group shall not be responsible for constant or exhaustive inspection of the work, the means and methods of construction, or the safety procedures employed by Client's contractor. Performance of construction observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies, or omissions in the Client contractor's work may occur. Client shall hold its contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty hereunder is for the sole benefit of the Client and not for any third party, including the Client's contractor or any subcontractor, Client, or its designees, shall notify Cowan Group at least twenty-four (24) hours in advance of any observations required by the construction documents.
9. **TIME OF PERFORMANCE** -- Promises of performance of services or delivery of products are given as accurately as conditions permit and every effort will be made to make deliveries and perform services as scheduled. Cowan Group assumes no liability for damages arising out of failure to perform services or deliver products as scheduled. If Client requires additional Work, inspection or testing, it shall be charged to Client's account and will be considered as extending the performance dates accordingly.
10. **FAILURE TO DELIVER** -- Cowan Group shall not be liable for failure or delay in delivery services or products due to acts of God, war, civil commotion, labor disputes and strikes, including those involving employees and agents of Cowan Group, fire, flood or other casualty, governmental action, priorities or regulations, lack of ability to obtain satisfactory raw materials, components, supplies, fuel, power or transportation, breakdown of equipment, supplier or sub-contractor delay or any other events or causes beyond Cowan Group's control whether foreseeable or of similar or dissimilar nature than those enumerated, Cowan Group shall have such additional time within which to perform as may be reasonably necessary under the circumstances and may apportion its production and services among its customers in such manner as it may consider to be equitable. All claims regarding shortages must be made within thirty (30) days from receipt of shipment and must be accompanied by the packing list(s) and documents covering the shipment.
11. **TRANSPORTATION COSTS** -- Unless otherwise specified in Cowan Group's invoice, Client shall pay all transportation charges for products of or sold by Cowan Group based on point of shipment or manufacture, insurance charges and charges for stampings, bills of lading, or other documents.
12. **RISK OF LOSS** -- Unless otherwise agreed by Cowan Group in writing, title, and risk of loss, injury, or destruction shall be passed to Client at point of origin of the statement. Any such loss, injury, or destruction shall not release Client from its obligation under the Agreement.

13. **CLIENT INDEMNIFICATION OF COWAN GROUP** -- Client agrees to indemnify, defend and hold Cowan Group harmless against all claims, demands, actions whether civil or administrative, liability, fines, penalties and expense, including all attorney's fees and costs, whether based on warranty, contract, negligence, strict liability or otherwise.
14. **NONCONFORMING SERVICES, GOODS, AND/OR DISPUTED INVOICES** -- Client shall notify Cowan Group in writing of any alleged nonconformity of services, goods, and/or disputed invoices tendered by Cowan Group under this Agreement within ten (10) days after receipt of the services, goods, and/or invoices. Such written notice shall provide a detailed explanation and description of the alleged nonconformity and/or dispute. If Cowan Group agrees with Client's nonconformity in goods and/or services assessment(s), Cowan Group shall have the right, at its sole and exclusive option, to cure the improper tender or delivery by correcting the tender or substituting tender of conforming goods and/or services within a reasonable time after receipt of Client's notice of nonconformity. Client shall grant Cowan Group's reasonable requests for extension of time to cure any improper tender. Cowan Group and Client will cooperate in good faith to resolve any such disputes regarding invoices within ten (10) days after the dispute is submitted to Cowan Group. If such resolution of the dispute favors Client, Cowan Group shall credit Client for the disputed amount. If such resolution favors Cowan Group, payment is due within ten (10) business days that Client is notified of such resolution. Client's failure to provide notice of nonconformity as above described shall be prima facie evidence of conformity of the goods, services, and invoices tendered by Cowan Group under the Agreement.
15. **CLIENT'S DUTY TO PRESERVE NONCONFORMING GOODS** -- Client shall protect and preserve all allegedly nonconforming goods and shall strictly follow the reasonable instructions of Cowan Group. Client shall incur only those expenses that are reasonable and necessary in fulfilling its obligation to protect and preserve all allegedly nonconforming goods.
16. **COVENANT AGAINST SOLICITATION OF COWAN GROUP'S EMPLOYEES, SUPPLIERS, AND CLIENTS:** Client, by agreeing and authorizing Cowan Group to perform the Work, further agrees not to, either on Client's own account or for any person, firm, partnership, corporation, or other entity: (a) solicit, interfere with, or endeavor to cause any employee of Cowan Group to leave employment with Cowan Group, (b) induce or attempt to induce any Cowan Group employee to breach employee's employment agreement with Cowan Group, (c) solicit, induce, or attempt to solicit or induce any past or current supplier or customer of Cowan Group to: (i) cease doing business in whole or in part with or through Cowan Group, or (ii) do business with any other person, firm, partnership, corporation, or other entity which performs services materially similar to or competitive with those provided by Cowan Group. This covenant against solicitation shall remain in full force and effect for a period of twenty-four (24) months from that date Cowan Group last performs Work for the Client.
17. **LIMITATION OF LIABILITY** -- The liability of Cowan Group, its agents, employees, subcontractors, and suppliers regarding all claims arising out of the performance or non-performance of Cowan Group's obligations for the design, manufacture, sale, delivery, storage, installation and/or use of the products sold under the Agreement, or the rendition of services, whether based on warranty, contract, negligence, strict liability or otherwise, shall not exceed, in the aggregate, the net purchase price (excluding taxes and freight) for such products or services, and shall in no event include damages for loss of profits or revenue; loss by plant shut-down; increased expense of operation of plant or equipment; increased cost of purchasing or providing equipment, materials, supplies or services; cost of replacement power or capital; claims of Client's customers; inventory or use charges; or incidental or consequential damages of any nature.
18. **CLIENT WARRANTIES.** The Client represents and warrants: (a) Client is an entity, duly organized, validly existing, and in good standing under the laws of its origin, with all requisite power to enter into and perform its obligations under this Agreement under its terms, (b) neither Client's equipment nor facilities will pose a hazard to Cowan Group's equipment, facilities, the public, or Cowan Group's personnel or contractors (c) Client's use of Cowan Group's Work will comply and conform with all federal, state, and local laws, administrative, and regulatory requirements and any other authorities having jurisdiction over the subject matter of this Agreement and Client will apply for, obtaining, and maintaining all registrations and certifications which may be required by such authorities, and (d) Client will not resell all or a portion of the Work provided by Cowan Group under this Agreement without the express consent of Cowan Group.

19. **ASSIGNMENT** – This Agreement may not be assigned or transferred, whether by operation of law or otherwise by Client without the prior written consent of Cowan Group.
20. **ARBITRATION/VENUE/GOVERNING LAW: COWAN GROUP AND CLIENT AGREE THAT ALL DISPUTES, CONTROVERSIES, OR CLAIMS RELATING TO THE AGREEMENT AND/OR COWAN GROUP'S WORK RENDERED TO, OR EXPENSES INCURRED FOR CUSTOMER, INCLUDING BUT NOT LIMITED TO THE VALIDITY AND ENFORCEABILITY OF THIS AGREEMENT, AND ANY ISSUE RELATING TO THE ARBITRABILITY OF THIS AGREEMENT, OR ANY OTHER ISSUE OR MATTER, SHALL BE PROMPTLY RESOLVED EXCLUSIVELY BY BINDING ARBITRATION, PURSUANT TO THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION, BY A SINGLE, LICENSED ATTORNEY ARBITRATOR, APPOINTED IN ACCORDANCE WITH THOSE RULES AT, AND IN OKLAHOMA COUNTY, OKLAHOMA, AND WHICH ALL COSTS, EXPENSES, AND FEES OF SAME, INCLUDING BUT NOT LIMITED TO ALL ATTORNEY FEES AND STATUTORY COSTS AND NON-STATUTORY COSTS AND EXPENSES, SHALL BE BORNE BY THE NON-PREVAILING PARTY. THE LAWS OF THE STATE OF OKLAHOMA SHALL GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT, AND INTERPRETATION OF THIS AGREEMENT WITHOUT REGARD TO CONFLICTS OF LAWS. THIS SECTION SHALL NOT PRECLUDE COWAN GROUP FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM THE DISTRICT COURT OF OKLAHOMA COUNTY, OKLAHOMA, WHICH SHALL HAVE JURISDICTION AND VENUE OVER COWAN GROUP AND CUSTOMER UNDER THIS AGREEMENT. THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE COWAN GROUP AND CLIENT REGARDING THE MATTERS DESCRIBED, AND THE FEES CHARGED, AND EXPENSES TO BE PAID, AND SUPERSEDES ALL PRIOR ORAL OR WRITTEN STATEMENTS.**
15. **NOTICE TO CLIENT RE LIEN DISCLOSURE** -- Under the Oklahoma Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your land, or property where the work was performed and to sue you in court to obtain payment. This means that after a court hearing, Client's land and property could be sold by a court officer and the proceeds of the sale used to satisfy what Client owes. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid. To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "preliminary notice." Contractors and laborers who contract with Clients directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to protect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanic's lien with the county recorder, which then becomes a recorder lien against your property. Generally, the maximum time allowed for filing a mechanic's lien against your property is 90 days after substantial completion of your project.
16. **RIGHT TO STOP WORK** -- If any payment is not made to Cowan Group, Cowan Group may, upon five (5) calendar days' notice to Client, suspend all Work until paid in full and may terminate the Agreement. Cowan Group shall have the right to stop Work and keep its Work idle until all past due progress payments are received. Cowan Group is excused by Client from paying any material, equipment, and/or labor suppliers or any subcontractors (hereinafter collectively called suppliers). If these same suppliers make demand upon Client for payment, Client may not make such payment on behalf of Cowan Group without Cowan Group approval at which time Cowan Group may access a late payment penalty by not reimbursing the Client the amount paid to the suppliers. The Client is responsible to verify the true amounts owed to Cowan Group and to these same suppliers prior to making payment. Cowan Group shall not be entitled, under any circumstances, to collect as reimbursement from contractor any amount greater than that exact amount actually and truly owned by Cowan Group to the same suppliers for Work done on Client's project.
17. **OUTSIDE AGENCY CIRCUMSTANCES** -- Any changes required by an outside agency such as the government, EPA, inspection service or the like would be considered additional Work, which is to be paid by the Client.

18. **INSTALLATION** -- Client understands the Cowan Group may or may not install the materials. Cowan has the right to subcontract any part of, or all of the Work.
19. **AMENDMENTS AND CHANGED CONDITIONS** -- If during the course of performance of this Agreement conditions or circumstances are discovered which were not contemplated by Cowan Group at the commencement of this Agreement, Cowan Group shall notify Client of the newly discovered conditions or circumstances, and Client and Cowan Group shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Cowan Group may terminate this Agreement and Cowan Group shall be paid for its services through the date of termination. Should Client require any modification to the Work covered under this Agreement, any cost incurred by Cowan Group shall be added to the Work price as extra Work, and Client agrees to pay Cowan Group its fees and costs for such extra Work. All extra Work as well as any other modifications to the original Work Agreement shall be specified, approved, and signed, by both parties in a written amendment. All amendments shall become a part of, and incorporated into this Agreement.
20. **ELECTRONIC COMMUNICATIONS AUTHORIZED** – Cowan Group and Client agree to accept information, communications, and billing through electronic communications, including email, at the email address(s) provided to Cowan Group by Client. Client will be open and transparent with Cowan Group, keeping the Cowan Group abreast of new developments or changes that could affect the Client's Work. The Client agrees to comply with all laws relating to Cowan Group's Work, and will discuss no disagreement, dispute, or litigated matter, the opposing party, lawyers, or judges on social media or other electronic digital forums or media without Cowan Group's express written consent.
21. **ELECTRONIC MEDIA** -- Because data stored on electronic media can deteriorate undetected or be modified without Cowan Group's knowledge, the Client accepts responsibility for the completeness or readability of the electronic media.
22. **DELAY** -- Cowan Group shall not be held responsible for any damage occasioned by delays resulting from Work done by Client's subcontractors, extra Work, acts of Client, or Client's agent including failure of Client to make timely progress payments or payments for extra Work, shortages of material and/or labor, bad weather, fire, strike, war, governmental regulations, or any other contingencies unforeseen by Cowan Group or beyond Cowan Group's reasonable control.
23. **DISPLAYING SIGNS** -- Client grants to Cowan Group the right but not the obligation to display signs and advertise at the job site for the period of time starting at the date of signing of this contract and continuing uninterrupted until fourteen (14) days past the date the job is completed and payment in full has been made.
24. **HAZARDOUS SUBSTANCES** -- Client understands that Cowan Group is not qualified as a hazardous material handler or inspector or as a hazardous material abatement contractor.
25. **SEVERABILITY** -- If any provision is deemed illegal, unenforceable, or unconscionable, the remainder of the Agreement shall not be affected.
26. **WAIVER** -- Any waiver of any right or provision of this Agreement by Cowan Group shall not be construed as a waiver or bar of any such right or provision at any future time, unless expressly stated by Cowan Group in writing.
27. **SIGNATURES** -- The parties to this Agreement agree to accept each other's electronic and telefax signatures as if they were originals.