P.O. BOX 850
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AGENDA - REGULAR MEETING
COWETA PUBLIC WORKS AUTHORITY
COWETA CITY HALL, 310 S. BROADWAY
MONDAY, SEPTEMBER 14, 2026 6:00 PM

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 Chair 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 ____ Daniel Beatie ____ Donald Vieth ____ Todd Griebel ____
Kate Walker ____

III. CONSENT

(All matters under the "Consent Calendar" are considered by the 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 REGULAR MEETING**
   Approval of the minutes of the Coweta Public Works Authority Meeting held on August 3, 2026. *Marcy Kilgore, City Clerk/Treasurer*

2. **MINUTES OF SPECIAL MEETING**
   Approval of the minutes of the Coweta Public Works Authority Special Meeting held on August 10, 2026. *Marcy Kilgore, City Clerk/Treasurer*

3. **APPROVAL OF A 3.9% RATE ADJUSTMENT RELATED TO THE AMERICAN WASTE CONTROL, INC. CONTRACT FOR SOLID WASTE DISPOSAL AND RECYCLING COLLECTION SERVICES**
   Approval of a 3.9% rate adjustment related to the American Waste Control, Inc. contract for solid waste disposal and recycling collection services.
   Julie A. Casteen, Trust Manager

IV. CONSIDER, DISCUSS AND TAKE ACTION ON ITEMS REMOVED FROM CONSENT

V. ADMINISTRATION

1. **AWARD OF A FIRE STATION EMERGENCY ALERTING SYSTEM PROJECT FOR FIRE STATION NO. 1 TO MUSKOGEE COMMUNICATIONS, INC. IN THE AMOUNT OF $49,980.50**
   Discuss and consider action to award a Fire Station Emergency Alerting System project for

Fire Station No. 1 to Muskogee Communications, Inc. in the amount of $49,980.50, budgeted in the Public Works Authority 1% Sales Tax Fund, account 36-5404.009, and direction to the Trust Manager to execute all necessary documents related to the project..
Brian Woodward, Fire Chief

2. **SCADA SYSTEM/FLOW MONITORING PROJECT FOR THE WHISPERING HILLS SEWER LIFT STATION IN THE AMOUNT OF $18,500.00**
Discuss and consider the award of a quote submitted by Hope Automation & Controls, LLC for performance of CADA System/Flow Monitoring project for the Whispering Hills Sewer Lift Station in the amount of $18,500.00, to be funded in the Wastewater Department of the Utility Services Fund, account 04-5411.034.
Edgar Barroso, Public Works Director

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

VII. ADJOURNMENT

If you wish to speak during this meeting, please sign in before the meeting begins using the sign-up sheet located on the table near the podium. Speakers may address only those items listed on the posted agenda. All cell phones and electronic devices must be turned ***off*** *or* ***set to silent*** *for the duration of the meeting.*

Persons who require a special accommodation to participate in this meeting should contact the Coweta City Clerk, 310 South Broadway, P.O. Box 850, Coweta, Oklahoma, 74429, 918-486-2189 or via Email: cityclerk@cityofcoweta-ok.gov, as far in advance as possible and preferably at least 48 hours before the date of the meeting. Persons using a TDD may contact OKLAHOMA RELAY at 1-800-722-0353; voice calls should be made to 1-800-522-8506 to communicate via telephone with hearing telephone users and vice versa.

MINUTES OF THE COWETA PUBLIC WORKS AUTHORITY REGULAR MEETING
AUGUST 3, 2026, 7:17 P.M.

The agenda for this meeting was posted at least 24 hours prior to the start of this meeting at the entrance of City Hall, 310 S Broadway, Coweta, OK.

The Trustees of the Coweta Public Works Authority met in regular session on Monday, August 3, 2026, at 7:17 p.m. following the meeting of the Coweta City Council at City Hall, 310 S Broadway, Coweta, OK 74429.

TRUSTEES PRESENT: Naomi Hogue, Daniel Beatie, Donald Vieth

TRUSTEES ABSENT: None.

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 Naomi Hogue, second by Daniel Beatie to approve the consent calendar items:

1. MINUTES OF SPECIAL MEETING

Approval of the minutes of the Coweta Public Works Authority Special meeting held on July 13, 2026.

Aye: Naomi Hogue
Daniel Beatie
Donald Vieth

IV. CONSIDER, DISCUSS AND TAKE ACTION ON ITEMS REMOVED FROM CONSENT

No items removed.

V. ADMINISTRATION

1. BID AWARD - SCADA UPGRADES AND FILTER CONTROLS PROJECT AT THE COWETA WATER TREATMENT PLANT TO DIGITAL 6 LABORATORIES, INC. IN THE AMOUNT OF $466,500.00

Trust Manager Julie Casteen led discussion and requested possible action related to the award of bid to Digital 6 Laboratories, Inc., the lowest responsible bidder, in the amount of $466,500.00 for the SCADA Upgrades and Filter Controls project at the Coweta Water

Treatment Plant, budgeted in the Public Works Authority Utility Fund, account 04-5404.033 and direction to the Trust Manager to execute all necessary documents related to the project.

Motion by Naomi Hogue, second by Daniel Beatie to approve the award of bid to Digital 6 Laboratories, Inc., the lowest responsible bidder, in the amount of $466,500.00 for the SCADA Upgrades and Filter Controls project at the Coweta Water Treatment Plant, budgeted in the Public Works Authority Utility Fund, account 04-5404.033 and direction to the Trust Manager to execute all necessary documents related to the project.

Aye: Naomi Hogue
Daniel Beatie
Donald Vieth

1. RESOLUTION 2026-37 REGARDING BUDGET AMENDMENTS

Julie Casteen led discussion and requested possible action related to the approval of Resolution 2026-37, 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, 2027; appropriating $16,500 in account 04-5325.033 of the Utility Services Fund from unencumbered fund balance for a maintenance agreement for the SCADA system at the Coweta Water Treatment Plant.

Motion by Naomi Hogue, second by Daniel Beatie to approve the adoption of Resolution 2026-37, 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, 2027; appropriating $16,500 in account 04-5325.033 of the Utility Services Fund from unencumbered fund balance for a maintenance agreement for the SCADA system at the Coweta Water Treatment Plant.

Aye: Naomi Hogue
Daniel Beatie
Donald Veith

VI. NEW BUSINESS

No new business.

MINUTES OF THE COWETA PUBLIC WORKS AUTHORITY REGULAR MEETING
AUGUST 3, 2026, 7:17 P.M.

VII. ADJOURNMENT

Chairman Hogue adjourned the meeting at 7:21 p.m.

___________________________________ ___________________________________

Naomi Hogue, Chairman Marcy Kilgore, Trust Secretary

MINUTES OF THE COWETA PUBLIC WORKS AUTHORITY SPECIAL MEETING AUGUST 10, 2026, 6:40 P.M.

The agenda for this meeting was posted at least 48 hours prior to the start of this meeting at the entrance of City Hall, 310 S Broadway, Coweta, OK.

The Trustees of the Coweta Public Works Authority met in special session on Monday, August 10, 2026, at 6:40 p.m. following the meeting of the Coweta City Council at the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

TRUSTEES PRESENT: Naomi Hogue, Daniel Beatie, Donald Vieth, Kate Walker

TRUSTEES ABSENT: None.

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. ADMINISTRATION

1. OKLAHOMA NATURAL GAS FACILITIES RELOCATION CONTRACT FOR THE EAST 121ST STREET BRIDGE PROJECT AT A COST OF $90,249

Discuss and consider approval of a Gas Facilities Relocation Agreement with Oklahoma Natural Gas for facilities on East 121st Street South for an estimated cost of $90,249.00, to be funded in account 36-5411.015.

Motion by Naomi Hogue, second by Daniel Beatie to approve a Gas Facilities Relocation Agreement with Oklahoma Natural Gas for facilities on East 121st Street South for an estimated cost of $90,249.00, to be funded in account 36-5411.015.

Aye: Naomi Hogue
Daniel Beatie
Donald Vieth
Kate Walker

2. RESOLUTION 2026-38 REGARDING BUDGET AMENDMENTS

Discuss and consider approval of Resolution 2026-38, 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, 2027; appropriating $90,249 in the 1% Sales Tax Fund from unencumbered fund balance for the relocation of a natural gas line related to the East 121st Street Bridge Project.

Motion by Naomi Hogue, second by Daniel Beatie to approve the adoption of Resolution 2026-38, 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, 2027; appropriating \$90,249 in the 1% Sales Tax Fund from unencumbered fund balance for the relocation of a natural gas line related to the East 121st Street Bridge Project.

Aye: Naomi Hogue
Daniel Beatie
Donald Vieth
Kate Walker

IV. ADJOURNMENT

Chairman Hogue adjourned the meeting at 6:45 p.m.

Naomi Hogue, Chairman

Marcy Kilgore, Trust Secretary

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Memorandum

To: Honorable PWA Chairman and Trustees

From: Julie A. Casteen, Trust Manager

Re: **APPROVAL OF A 3.9% RATE ADJUSTMENT RELATED TO THE AMERICAN WASTE CONTROL, INC. CONTRACT FOR SOLID WASTE DISPOSAL AND RECYCLING COLLECTION SERVICES**

Date: September 14, 2026

BACKGROUND

On July 15, 2024, the Coweta Public Works Authority (PWA) entered into a ten-year agreement with American Waste Control, Inc. for residential and commercial solid waste collection, disposal, and recycling services within the City of Coweta. The contract is effective July 1, 2024 through June 30, 2034.

Section 12 of the agreement provides that contract rates remain fixed for the first year and may be adjusted annually thereafter based on the percentage rate increase approved by the PWA Board of Trustees, with any approved adjustment becoming effective July 1 of each year. Section 18(m) further provides that the contractor may request a rate adjustment each year based upon the percentage rate increase approved by the Board of Trustees.

On September 9, 2026, Paul Ross, CEO of American Waste Control, Inc., submitted a request for a 3.9% rate adjustment based on the Consumer Price Index (CPI-U), U.S. City Average, Garbage and Trash Collection category, reflecting the 12-month change from July 2025 through July 2026. American Waste Control did not implement a rate increase during the prior year, and the request is supported by the documented 12-month CPI-U change for garbage and trash collection services. Since the 3% allowed increase was not implemented on July, 2025, or on July 1, 2026, the 3.9% increase to be effective November 1, 2026, appears reasonable and justified.

The proposed adjustment applies to the contract rates paid to the contractor and does not modify customer utility fees. Future annual adjustments would return to the standard rate increase process established by the PWA.

STAFF RECOMMENDATION

Staff recommends a motion to approve a 3.9% adjustment to the contract rates contained in the solid waste and recycling services agreement with American Waste Control, Inc., effective November 1, 2026, and authorize the Trust Manager to execute any documents necessary to implement the adjustment.

ATTACHMENTS

1. Coweta_Rate_Adjustment_Request_2026
2. 240715-Final- Signed- American Waste Control Contract

September 9, 2026

Julie Casteen
City Manager
City of Coweta
310 S Broadway
Coweta, OK 74429

Julie,

American Waste Control appreciates the opportunity to continue serving the City of Coweta, its citizens, and its businesses. Coweta has been a great customer and partner, and we have worked hard to keep pricing stable while continuing to provide dependable trash and recycling service. Since beginning our agreement in 2024, we have worked hard to keep rates stable for Coweta and were able to do so throughout 2025 without requesting an increase. Although our 2026 request comes a little later in the year, we respectfully ask the Coweta Public Works Authority to consider a 3.9% adjustment, in accordance with our agreement in section 12, effective November 1, 2026.

This adjustment is based on the most recent annual change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. city average, Housing expenditure category, Garbage and Trash Collection, published by the U.S. Bureau of Labor Statistics.

We appreciate Coweta's continued partnership and consideration of this request. The attached schedule shows the current American Waste Control rates and the proposed rates reflecting the 3.9% adjustment. Please let me know if you need anything further from us as you review it.

Thank you,

Paul M. Ross
CEO
American Waste Control

RATE ADJUSTMENT SUMMARY

Requested adjustment	3.9%
Requested effective date	November 1, 2026
CPI benchmark	CPI-U, U.S. city average - Garbage and Trash Collection
12-month CPI change	3.9% (July 2025 to July 2026)
Scope	Residential, commercial, recycling

Representative rate changes

Service	Current Rate	Proposed Rate
Residential trash, 1x/week	$10.00	$10.39
Residential recycling, 1x/week	$4.50	$4.68
Commercial polycart, per pickup	$35.00	$36.37
2 CY trash dumpster, 1x/week	$91.00	$94.55
4 CY trash dumpster, 1x/week	$117.00	$121.56
6 CY trash dumpster, 1x/week	$130.00	$135.07
8 CY trash dumpster, 1x/week	$150.00	$155.85

CPI source: U.S. Bureau of Labor Statistics, CPI-U, U.S. city average, Garbage and Trash Collection, July 2025-July 2026. The 12-month unadjusted change was 3.9%.

Note: These tables show American Waste Control contract service rates. The City of Coweta's customer-facing utility/garbage fees are established separately by the City.

SOLID WASTE SERVICE RATES

Service	Current Rate	Proposed Rate (+3.9%)
Residential polycart - 1x/week	$10.00	$10.39
Residential backyard service	$20.00	$20.78
Additional trash cart	$10.00	$10.39
Commercial polycart - per pickup	$35.00	$36.37
2 CY dumpster - 1x/week	$91.00	$94.55
2 CY dumpster - 2x/week	$143.00	$148.58
2 CY dumpster - 3x/week	$189.00	$196.37
2 CY dumpster - 4x/week	$236.00	$245.20
2 CY dumpster - 5x/week	$282.00	$293.00
2 CY dumpster - 6x/week	$334.00	$347.03
2 CY dumpster - 7x/week	$534.00	$554.83
3 CY dumpster - 1x/week	$104.00	$108.06
3 CY dumpster - 2x/week	$157.00	$163.12
3 CY dumpster - 3x/week	$209.00	$217.15
3 CY dumpster - 4x/week	$262.00	$272.22
3 CY dumpster - 5x/week	$315.00	$327.29
3 CY dumpster - 6x/week	$374.00	$388.59
3 CY dumpster - 7x/week	$574.00	$596.39
4 CY dumpster - 1x/week	$117.00	$121.56
4 CY dumpster - 2x/week	$170.00	$176.63
4 CY dumpster - 3x/week	$228.00	$236.89
4 CY dumpster - 4x/week	$286.00	$297.15
4 CY dumpster - 5x/week	$342.00	$355.34
4 CY dumpster - 6x/week	$400.00	$415.60
4 CY dumpster - 7x/week	$600.00	$623.40
6 CY dumpster - 1x/week	$130.00	$135.07
6 CY dumpster - 2x/week	$183.00	$190.14
6 CY dumpster - 3x/week	$249.00	$258.71
6 CY dumpster - 4x/week	$315.00	$327.29
6 CY dumpster - 5x/week	$380.00	$394.82
6 CY dumpster - 6x/week	$446.00	$463.39
6 CY dumpster - 7x/week	$646.00	$671.19
8 CY dumpster - 1x/week	$150.00	$155.85
8 CY dumpster - 2x/week	$216.00	$224.42
8 CY dumpster - 3x/week	$288.00	$299.23
8 CY dumpster - 4x/week	$361.00	$375.08
8 CY dumpster - 5x/week	$433.00	$449.89
8 CY dumpster - 6x/week	$512.00	$531.97
8 CY dumpster - 7x/week	$712.00	$739.77

Current rates are from Appendix A of the American Waste Control/Coweta agreement. Proposed rates apply a uniform 3.9% adjustment and are rounded to the nearest cent.

RECYCLING SERVICE RATES

Service	Current Rate	Proposed Rate (+3.9%)
Residential polycart - 1x/week*	$4.50	$4.68
Residential backyard	$15.00	$15.59
Residential additional cart	$4.50	$4.68
Commercial polycart - per pickup	$30.00	$31.17
2 CY dumpster - 1x/week	$82.00	$85.20
2 CY dumpster - 2x/week	$128.00	$132.99
2 CY dumpster - 3x/week	$174.00	$180.79
2 CY dumpster - 4x/week	$220.00	$228.58
2 CY dumpster - 5x/week	$266.00	$276.37
2 CY dumpster - 6x/week	$312.00	$324.17
2 CY dumpster - 7x/week	$512.00	$531.97
3 CY dumpster - 1x/week	$84.00	$87.28
3 CY dumpster - 2x/week	$130.00	$135.07
3 CY dumpster - 3x/week	$176.00	$182.86
3 CY dumpster - 4x/week	$222.00	$230.66
3 CY dumpster - 5x/week	$268.00	$278.45
3 CY dumpster - 6x/week	$314.00	$326.25
3 CY dumpster - 7x/week	$514.00	$534.05
4 CY dumpster - 1x/week	$87.00	$90.39
4 CY dumpster - 2x/week	$133.00	$138.19
4 CY dumpster - 3x/week	$179.00	$185.98
4 CY dumpster - 4x/week	$225.00	$233.78
4 CY dumpster - 5x/week	$271.00	$281.57
4 CY dumpster - 6x/week	$317.00	$329.36
4 CY dumpster - 7x/week	$517.00	$537.16
6 CY dumpster - 1x/week	$92.00	$95.59
6 CY dumpster - 2x/week	$138.00	$143.38
6 CY dumpster - 3x/week	$184.00	$191.18
6 CY dumpster - 4x/week	$230.00	$238.97
6 CY dumpster - 5x/week	$276.00	$286.76
6 CY dumpster - 6x/week	$322.00	$334.56
6 CY dumpster - 7x/week	$522.00	$542.36
8 CY dumpster - 1x/week	$100.00	$103.90
8 CY dumpster - 2x/week	$153.00	$158.97
8 CY dumpster - 3x/week	$205.00	$213.00
8 CY dumpster - 4x/week	$258.00	$268.06
8 CY dumpster - 5x/week	$310.00	$322.09
8 CY dumpster - 6x/week	$363.00	$377.16
8 CY dumpster - 7x/week	$563.00	$584.96

CITY / OTHER CONTRACTED RATES

Service	Current Rate	Proposed Rate (+3.9%)
City facilities	No Charge	No Charge

CONTRACT

This **CONTRACT** is made and entered into this 15th day of July 2024, by and between **American Waste Control, Inc.**, an entity organized under the laws of the State of Oklahoma ("**CONTRACTOR**"), and the **Coweta Public Works Authority,** ("**PWA**") an Oklahoma public trust having the City of Coweta, Oklahoma, an Oklahoma municipal corporation, as its beneficiary ("**CITY**").

WHEREAS, the **CITY** has the reserved to itself the exclusive right and privilege for the collection, removal and disposition of all garbage and trash within the corporate limits of the City; and;

WHEREAS, under Title 27A, the Oklahoma Legislature has declared that the goal of the Oklahoma Recycling Initiative is that each incorporated municipality with a population greater than 5,000 should develop and operate a recycling program; and

WHEREAS, pursuant to the approval of a majority of the qualified voters on July 30th, 1968, a lease was entered into by and between the **CITY** and the **PWA**, for all garbage and trash collection within the City of Coweta; and

WHEREAS, the **PWA** desires to contract with **CONTRACTOR** for the collection and disposal of the solid waste, as defined in Chapter 10-3 of the Coweta City Code, for all residential and commercial accounts within the City of Coweta, and for the collection of recyclable materials for all residential accounts.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. **RESIDENTIAL SOLID WASTE COLLECTION AND REMOVAL: CONTRACTOR** agrees to provide one collection per week for each residence within the City limits of the City

of Coweta, Oklahoma for solid waste removal. Solid waste removed from each residence shall be only the contents of trash carts which are provided to each resident as part of the services provided by **CONTRACTOR** under the terms of this Contract. Additional solid waste that cannot fit into the supplied cart shall be *placed in bags supplied by the resident. The charge for its removal and disposal shall* be billed to the resident according to the City of Coweta/Coweta Public Works Authority Master Fee Schedule and paid in advance by resident.

2. **RESIDENTIAL RECYCLABLES COLLECTION AND REMOVAL: CONTRACTOR** agrees to provide one collection per week for each residence within the City limits of the City of Coweta, Oklahoma for removal of recyclables. Recyclables removed from each residence shall be only the contents of recycling carts which are provided to each resident as part of the services provided by **CONTRACTOR** under the terms of this Contract.
3. **COMMERICAL SOLID WASTE AND RECYCLABLES COLLECTION AND REMOVAL: CONTRACTOR** agrees to provide collections for each commercial customer within the City limits of the City of Coweta, Oklahoma for removal of solid waste and recyclables based upon the frequency desired by the commercial customer. Solid waste and recyclable materials removed from each commercial site shall be only the contents of dumpsters or polycarts which are provided to each commercial site as part of the services provided by **CONTRACTOR** under the terms of this Contract.
4. **RESIDENTIAL CONTAINERS: CONTRACTOR** agrees to provide, *at it costs,* each resident one (1) 95-gallon polycart for solid waste and one (1) 95-gallon polycart for recyclables. Additional polycarts may be provided for any resident who wishes to pay an additional fee for such extra cart(s) to be paid monthly. *The carts supplied by Contractor shall remain the property of Contractor.*

5. **COMMERCIAL CONTAINERS: CONTRACTOR** agrees to provide each commercial account a standard dumpster or polycart according to the level of service selected by the commercial account holder.

6. **TRANSPORTATION, STORAGE AND LEGAL DISPOSAL: CONTRACTOR** agrees to be responsible for the disposal of solid waste and *reclamation of* recyclables and such disposal or reclamation shall be in accordance with Federal, State, County and City regulations.

7. **MATERIALS AND LABOR: CONTRACTOR** shall supply all materials and equipment and all levels of skill and labor that may be necessary for all solid waste and recycling services required under this contract.

8. **ADDITIONAL SERVICES: CONTRACTOR** agrees to provide an additional service consisting of extra hauling of bulky items at set rates according to the City of Coweta Master Fee Schedule and which shall be on a per pick-up basis and paid in advance by the residents to **CONTRACTOR**.

9. **COMPLIANCE: CONTRACTOR** shall follow all applicable local, county, state, and federal laws and regulations pertaining to the provision of the services detailed in this contract, including but not limited to applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, required licenses and permits, fees, and those related to safety. **CONTRACTOR** shall avoid those practices that create a perception of nuisance, such as odors and litter. **CONTRACTOR** shall comply with the regulations, guidelines and standards set in City of Coweta ordinances and any rules and regulations of the **PWA**, provided, however, that the general specifications of the contract shall govern the obligations of **CONTRACTOR**

where there exists conflict with ordinances of the City of Coweta on the subject. Equipment utilized shall comply with all axle weight restrictions.

10. **METHOD OF COLLECTION OF SOLID WASTE: CONTRACTOR** shall perform service in accordance with Articles of the City of Coweta City Code for Solid Waste Collection and Disposal located in Chapter 10-3 of Title 10 of the Coweta City Code, as amended from time to time. Said code may be viewed at www.cityofcoweta-ok.gov.

    CONTRACTOR shall make collections with a minimum of noise and disturbance to the householder. Any garbage or trash spilled by **CONTRACTOR** shall be picked up immediately by **CONTRACTOR**. Hydraulic spills on city streets shall be cleaned up by **CONTRACTOR**. **CONTRACTOR** shall replace empty polycarts in an upright position with the lids closed or covered to prevent rain from filling and in locations so as to not block drives or entrances to streets and so as to not obstruct the line of sight of the motoring public. Residential customers may call or email **CONTRACTOR** directly for scheduling bulky item pick up.

11. **PICKUP SCHEDULE:** Each resident shall be notified (*by PWA*) of their trash pickup day. All polycarts shall be at the curb no later than 7:00 a.m. on the regularly scheduled collection day.

12. **RATE ADJUSTMENTS:** The fees in Appendix A shall remain fixed for the first year of the term of this agreement. On July 1, 2025 and every July 1 thereafter for the life of this Agreement, the fees provided by Appendix A to this Agreement shall be adjusted pursuant to the terms of this section. The annual rate adjustment shall represent an automatic increase of the fees based on and corresponding to the percentage rate increase approved each year by the Coweta City Council/Coweta Public Works Authority Board of Trustees (if rates are increased). Such rate adjustment shall be effective with services beginning July 1 each year.

13. **DISCONTINUING COLLECTION: CONTRACTOR** shall discontinue garbage collection at any Residential Unit within 24 hours upon receipt of written notice from the **PWA**. Upon further written notification by the **PWA**, **CONTRACTOR** shall resume collection on the next regularly scheduled collection day.

14. **EDUCATIONAL PROGRAMS: CONTRACTOR** shall provide a customer informational brochure to each household describing the services they are providing prior to beginning refuse collection service, and to new customers prior to initiation of service.

15. **ADDITIONAL PROOFS AND CERTIFICATIONS: CONTRACTOR** warrants and certifies that **CONTRACTOR** and all other persons designated to provide services pursuant to this contract have the requisite training, licenses and/or certifications to provide said services and that **CONTRACTOR** and any such other persons meet all competence standards promulgated by authoritative bodies and regulatory agencies, as applicable to the services provided under this contract. Information obtained from any officer, agent or employee of the **PWA** or any City of Coweta personnel shall not affect the risks or obligations assumed by **CONTRACTOR** or relieve it from fulfilling any of the conditions of the contract.

    A Performance Bond in the amount of $150,000.00 for residential and commercial refuse and recycling collection, removal and disposal services for the duration of the contract, renewed annually, with a corporate surety approved by the **PWA**, shall be executed by **CONTRACTOR** within twenty (20) calendar days from the date when the terms of the contract are finalized by the **PWA** and **CONTRACTOR**.

    Attorneys-in-fact who sign Performance Bonds shall file with each Bond a certified and effective dated copy of their power of attorney.

    CONTRACTOR shall maintain and provide written evidence of the following to the **PWA:**

a. Worker's Compensation Insurance: furnish a certificate of insurance.

b. General Liability Insurance with policy limits of at least one million dollars ($1,000,000.00) per occurrence: furnish a certificate of insurance.

c. Automotive Liability Insurance with policy limits of at least one million dollars ($1,000,000.00) per occurrence: furnish a certificate of insurance.

The City of Coweta/Coweta Public Works Authority shall be named as an additional insured under the General Liability Insurance Policy and Automotive Liability Insurance Policy, and all required insurance policies shall be endorsed to provide that coverage shall not be canceled or terminated without at least thirty (30) days' prior written notice to the **PWA**, with ten (10) days' prior written notice of cancellation to the **PWA** for nonpayment of premium. All liability insurance coverages shall not be less than the limits of liability as set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151, et seq., as amended from time to time. All insurers shall be licensed to issue insurance policies in the State of Oklahoma.

16. **INTERRUPTION OF SERVICE:** In the event that service is interrupted for any reason for more than forty-eight (48) hours or **CONTRACTOR** fails to perform ninety percent (90%) of collection area or route, **CONTRACTOR** may be held in default of the Contract. The **PWA** shall have the right to make temporary independent arrangements for the purposes of continuing this necessary solid waste disposal and recycling services to customers in order to secure and protect the public health and safety. Any costs that the **PWA** incurs for addressing interruption or disruption of service shall be assessed to **CONTRACTOR**. In addition, the **PWA** shall deduct its expenses as charges off-setting the **PWA's** obligations otherwise owed **CONTRACTOR**. If any interruption in service described here continues for a period of seventy-two (72) hours, the **PWA** shall have the right to terminate the contract upon notice

only to **CONTRACTOR**. The need for uninterrupted solid waste disposal and recycling services to the community is an imperative governmental function of the **PWA** and in this regard, the requirement for uninterrupted service is a material requirement of the contract and time is of the essence where such services are concerned.

17. **COMPENSATION: CONTRACTOR** shall bill the **PWA** for services rendered within ten (10) days following the end of the month and the **PWA** shall pay **CONTRACTOR** within thirty (30) days receipt of invoice. Such billing and payment shall be based on prices, rates and schedules as provided by the terms of this agreement. **CONTRACTOR** shall be entitled to payment for services rendered irrespective of whether or not the **PWA** collects customer payments for such service *or* if notice of discontinuation of service is not provided to **CONTRACTOR.**

18. **GENERAL SPECIFICATIONS: The following specifications shall apply to all solid waste and recycling services:**

    a. **Hours of Operation:** Collection of solid waste shall not start before 6:00 a.m. or continue after 7:00 p.m. of the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the **PWA** and **CONTRACTOR**, or when **CONTRACTOR** reasonably determines an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. City facilities are open Monday through Friday from 8:00 AM to 5:00 PM excluding holidays. All collection at City facilities shall be completed during normal city hours of operation.

    b. **Routes of Collection:** Collection routes shall be established by **CONTRACTOR** subject to the approval of the **PWA** through its Trust Manager. **CONTRACTOR** shall submit a map designating the collection routes to the **PWA** for its approval, which approval shall not be unreasonably withheld.

CONTRACTOR may from time to time propose changes to the routes or days of collection. Upon the **PWA's** approval of the proposed change, **CONTRACTOR** shall promptly give written or published notice to the affected service locations, in advance of the changes to service.

c. **Holidays:** The **PWA** currently observes the holidays listed below. The **PWA** shall notify **CONTRACTOR** of any future changes in holidays observed by the **PWA**. **CONTRACTOR** may also observe all the below-mentioned holidays by suspension of collection services on the holiday, but such suspensions in no manner relieves **CONTRACTOR** of its obligation to provide collection service as provided in the contract.

1. New Year's Day (January 1)
2. Presidents Day (3rd Monday in February)
3. Good Friday (varies)
4. Memorial Day (Last Monday in May)
5. Independence Day (July 4)
6. Labor Day (1st Monday in September)
7. Veteran's Day (November 11)
8. Thanksgiving (4th Thursday of November)
9. Day after Thanksgiving (4th Friday of November)
10. Christmas Eve (December 24)
11. Christmas Day (December 25)

As of this signing of this agreement **CONTRACTOR** currently only suspends services on the following holidays: **Thanksgiving Day, Christmas Day and New Years Day**. If the holiday falls on a weekday during the weeks of New Year's, Thanksgiving, or Christmas, the pick-up schedule will shift one day for the holiday and all the following days that week to accommodate the disruption in scheduling.

For example, if a holiday falls on a Monday:

Those with Monday collection will receive service on Tuesday.

Those with Tuesday collection will receive service on Wednesday

Those with Wednesday collection will receive service on Thursday

Those with Thursday collection will receive service on Friday

Those with Friday collection will receive service on Saturday

NOTE: If a holiday falls on a Tuesday, Monday will have regular service but households with Tuesday – Friday service will be shifted one day to accommodate the holiday.

d. **Account Management:** The **PWA** may receive requests for service to additional service locations not initially included in the contract. The **PWA** shall investigate all requests for service and shall make the determination of eligibility for service and upon completion of its investigation notify **CONTRACTOR**. The City of Coweta may annex areas in the future. These areas shall be added to the list of residences that require residential solid waste and recyclables collection and disposal services.

CONTRACTOR shall discontinue solid waste collection service at any unit as set forth in a written termination notice sent by the **PWA**.

e. **Complaints:** All complaints shall be received by the **PWA** and shall be given promptly to **CONTRACTOR**. **CONTRACTOR** shall be equipped with a local telephone and qualified attendants as may be necessary to receive and process complaints and service requests or receive instructions and directions from the **PWA** during the hours of 8:00 a.m. to 5:00 p.m. each and every working day during the term of the contract or its renewal.

All complaints shall be resolved within twenty-four (24) hours. **CONTRACTOR** shall maintain forms or logs indicating the time a complaint or request is received, the nature of the complaint or request, and the disposition of the same. Such records shall be available for **PWA** inspection at all times during normal working hours. When a complaint is received on the day proceeding a holiday or on a Friday, it shall be serviced by **CONTRACTOR** no later than the next working day.

CONTRACTOR shall furnish to the **PWA** the following reports on a weekly basis: (1) a report of the service locations not served on the day required by this Agreement and reason service could not be given; (2) a report of the complaints received and the resolution of these complaints.

The **PWA** may require **CONTRACTOR** to make personal supervisory contact to resolve a service complaint.

f. Customer Service: CONTRACTOR shall provide high quality customer service, and shall:

1. Treat all customers with dignity and respect.
2. Treat customer's property with respect.
3. Answer questions, comments, and complaints from customers in a timely manner.
4. Replace the lid to polycarts, leave polycarts upright and out of the street and driveway, and shall not block access to mailboxes.
5. Leave a note to the customer indicating problems with items that cannot be picked up, and a way to contact **CONTRACTOR** to remedy any problem.
6. Immediately clean up leaks or spills and pick up any trash dropped by the **CONTRACTOR**.

g. Ownership: Title to recyclables and refuse and shall pass to **CONTRACTOR** when placed in **CONTRACTOR's** collection vehicle, removed by the **CONTRACTOR** from a polycart, or removed by the **CONTRACTOR** from the customer's property, whichever last occurs, free of any claim by PWA to the proceeds, if any, derived from the processing of recyclables.

h. Indemnity: CONTRACTOR shall indemnify and save harmless the City of Coweta and Coweta Public Works Authority, its officers, elected officials, agents, servants, and employees from and against any and all Court actions, legal proceedings, claims, demands, damages, judgments, costs, expenses, and attorney fees to resulting from a willful or negligent act or omission of **CONTRACTOR**, its officers, agents, servants and employees, if arising in any way based on the performance of this contract; provided that **CONTRACTOR** shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys, fees arising out of the performance of the Contract, if such claim is based upon a willful or negligent act or omission of the **PWA**, its officers, agents, servants and employees.

i. **Grant or Right: CONTRACTOR** shall be the only person or organization authorized by the **PWA** to provide residential and commercial solid waste collection and disposal services within the City of Coweta, unless otherwise provided for by this agreement. It is the understanding and intention of the parties that this agreement shall constitute a franchise, but a contract for the collection and disposal of solid waste and recyclables collected under the contract with the corporate limits of the City of Coweta, Oklahoma.

j. **Changes in City Ordinances:** Any change in any ordinance of the City of Coweta shall not affect the validity of this contract or alter, modify, or amend the obligations or duties of, or the privileges or benefits occurring to **CONTRACTOR**, provided, that any changes in the ordinances of the City of Coweta relating to the solid waste collection and disposal that are applicable throughout the City of Coweta shall apply also within the service areas with **CONTRACTOR's** compensation being adjusted for any increased or decreased costs resulting from such changes.

k. **Hauling:** All solid waste and recyclables hauled by **CONTRACTOR** shall be so contained, tied or enclosed that leaking, spilling, or blowing are prevented. **CONTRACTOR** shall immediately clean up any leaking, spilled or blown items, particularly hydraulic fluid and petroleum products.

l. **Notification:** The **PWA** shall notify its customers of complaint procedures, rates, regulations and days for scheduled solid waste collection.

m. **Modification to Rates: CONTRACTOR** shall provide and perform all of the work specified in this contract for the amount indicated in the Rate Schedule specified in Appendix A for the duration of the contract, *subject to the provisions of Section 12* . It is expressly understood that the payment provided for in accordance with the Rate Schedule shall constitute full and complete payment to **CONTRACTOR** for all services provided by **CONTRACTOR** as specified. **CONTRACTOR** may request a rate adjustment each year based on the percentage rate increase approved each year by the Coweta Public Works Authority Board of Trustees (if rates are increased). Such rate adjustment shall be effective with services beginning July 1 each year.

n. **Contract Duration:** The contract term shall be ten (10) years and shall run from July 1, 2024 to June 30, 2034. The contract may be terminated at the end of the contract term unless the **PWA** and **CONTRACTOR** have mutually agreed upon an extension no later than four (4) months prior to the expiration date.

Furthermore, the contract may be terminated within seven (7) days of the date of written notice to **CONTRACTOR** if **CONTRACTOR**:

1. Fails to begin work at the time specified or fails to substantially perform the work with adequate personnel or equipment.
2. Fails to perform the work suitably or discontinues the performance of work.
3. Fails to provide reasonable customer service.
4. Becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency or allows any final judgment for the payment of money to stand against him unsatisfied and the **PWA** gives notice of such default **CONTRACTOR** or his surety fails to cure such default within thirty (30) days after such notice.

5. The contract may be terminated at any time by mutual agreement of the **PWA** and **CONTRACTOR**.

19. ENTIRE CONTRACT / VALIDITY OF CONTRACT

This Contract is the entire contract. No representations or statements of fact, law or opinion made preceding this contract's execution shall serve to vary any of the terms of this Contract. Any amendment or modification of the terms of this Contract, whether by addition or deletion of terms, shall be ineffective unless such is expressly agreed upon in writing and is signed on behalf of both parties.

This Contract shall be governed by the laws of the State of Oklahoma. If this Contract is determined by a Court having proper jurisdiction to contravene the laws of the State of Oklahoma or the laws of the United States of America this entire Contract shall become null and void. In the event of such occurrence the parties shall within thirty (30) days of a final judicial determination, open discussions and seek, in a good faith, to arrive at an agreement to restore the contractual relationship and objectives of this contract without the offending portions of the previous contract.

J. NOTICES:

The addresses to be utilized by the parties for the giving of any notices shall be:

COWETA:
Coweta Public Works Authority
Attn: Trust Manager
PO Box 850
Coweta, OK 74429

CONTRACTOR:
American Waste Control, Inc.
Attn: Paul Ross
1420 W 35th St
Tulsa, OK 74107

IN WITNESS WHEREOF, the parties, acting under authority of their respective governing bodies, have caused this Contract to be duly executed in two (2) counterparts, each of which constitutes an original.

COWETA PUBLIC WORKS AUTHORITY:

Julie Casteen

Julie Casteen, Trust Manager

Attest:

Marcy Kilgore

Marcy Kilgore, Trust Secretary

Approved as to form:

Patrick T Boulden

Patrick Boulden, Trust Attorney

THE COWETA PUBLIC WORKS AUTHORITY
SEAL

AMERICAN WASTE CONTROL, INC.

Print Name: Paul Ross

Title: Vice President

Attest: Mike Self

Mike Self

Print Name:

Title: Sales Mgr.

APPENDIX A - RATE SCHEDULE

SOLID WASTE SERVICES	MONTHLY CHARGE
POLYCART 1 X PER WEEK	$10.00
POLYCART BACKYARD	$20.00
EXTRA BAGS	$3.00
ADDITIONAL CARTS	$10.00
COMMERICAL POLYCART PER PICK UP	$35.00
2 CY DUMPSTER 1X PER WEEK	$91.00
2 CY DUMPSTER 2X PER WEEK	$143.00
2 CY DUMPSTER 3X PER WEEK	$189.00
2 CY DUMPSTER 4X PER WEEK	$236.00
2 CY DUMPSTER 5X PER WEEK	$282.00
2 CY DUMPSTER 6X PER WEEK	$334.00
2 CY DUMPSTER 7X PER WEEK	$534.00
3 CY DUMPSTER 1X PER WEEK	$104.00
3 CY DUMPSTER 2X PER WEEK	$157.00
3 CY DUMPSTER 3X PER WEEK	$209.00
3 CY DUMPSTER 4X PER WEEK	$262.00
3 CY DUMPSTER 5X PER WEEK	$315.00
3 CY DUMPSTER 6X PER WEEK	$374.00
3 CY DUMPSTER 7X PER WEEK	$574.00
4 CY DUMPSTER 1X PER WEEK	$117.00
4 CY DUMPSTER 2X PER WEEK	$170.00
4 CY DUMPSTER 3X PER WEEK	$228.00
4 CY DUMPSTER 4X PER WEEK	$286.00
4 CY DUMPSTER 5X PER WEEK	$342.00
4 CY DUMPSTER 6X PER WEEK	$400.00
4 CY DUMPSTER 7X PER WEEK	$600.00
6 CY DUMPSTER 1X PER WEEK	$130.00
6 CY DUMPSTER 2X PER WEEK	$183.00
6 CY DUMPSTER 3X PER WEEK	$249.00
6 CY DUMPSTER 4X PER WEEK	$315.00
6 CY DUMPSTER 5X PER WEEK	$380.00
6 CY DUMPSTER 6X PER WEEK	$446.00
6 CY DUMPSTER 7X PER WEEK	$646.00
8 CY DUMPSTER 1X PER WEEK	$150.00
8 CY DUMPSTER 2X PER WEEK	$216.00
8 CY DUMPSTER 3X PER WEEK	$288.00
8 CY DUMPSTER 4X PER WEEK	$361.00
8 CY DUMPSTER 5X PER WEEK	$433.00
8 CY DUMPSTER 6X PER WEEK	$512.00
8 CY DUMPSTER 7X PER WEEK	$712.00
BULK ITEMS PER 8 CUBIC YARDS	$97 OR $30.75/ITEM
ADDITIONAL BAGS OTHER THAN RESIDENCE	$3.00

APPENDIX A - RATE SCHEDULE

ALL CITY FACILITIES (EXCEPTIONS BELOW:)	**NO CHARGE**
PW 20 YD DUMPSTER	$60/MONTH + $385/DUMP
SLUDGE REMOVAL	$145/TON
CURBSIDE RECYCLING SERVICE	**MONTHLY RATE**
RESIDENTIAL POLYCART 1 X PER WEEK	$4.50/CART/MONTH
RESIDENTIAL POLYCART BACKYARD	$15.00/CART/MONTH
RESIDENTIAL ADDITIONAL CARTS	$5.00/CART/MONTH
COMMERICAL POLYCART PER PICK UP	$30.00
2 CY DUMPSTER 1X PER WEEK	$82.00
2 CY DUMPSTER 2X PER WEEK	$128.00
2 CY DUMPSTER 3X PER WEEK	$174.00
2 CY DUMPSTER 4X PER WEEK	$220.00
2 CY DUMPSTER 5X PER WEEK	$266.00
2 CY DUMPSTER 6X PER WEEK	$312.00
2 CY DUMPSTER 7X PER WEEK	$512.00
3 CY DUMPSTER 1X PER WEEK	$84.00
3 CY DUMPSTER 2X PER WEEK	$130.00
3 CY DUMPSTER 3X PER WEEK	$176.00
3 CY DUMPSTER 4X PER WEEK	$222.00
3 CY DUMPSTER 5X PER WEEK	$268.00
3 CY DUMPSTER 6X PER WEEK	$314.00
3 CY DUMPSTER 7X PER WEEK	$514.00
4 CY DUMPSTER 1X PER WEEK	$87.00
4 CY DUMPSTER 2X PER WEEK	$133.00
4 CY DUMPSTER 3X PER WEEK	$179.00
4 CY DUMPSTER 4X PER WEEK	$225.00
4 CY DUMPSTER 5X PER WEEK	$271.00
4 CY DUMPSTER 6X PER WEEK	$317.00
4 CY DUMPSTER 7X PER WEEK	$517.00
6 CY DUMPSTER 1X PER WEEK	$92.00
6 CY DUMPSTER 2X PER WEEK	$138.00
6 CY DUMPSTER 3X PER WEEK	$184.00
6 CY DUMPSTER 4X PER WEEK	$230.00
6 CY DUMPSTER 5X PER WEEK	$276.00
6 CY DUMPSTER 6X PER WEEK	$322.00
6 CY DUMPSTER 7X PER WEEK	$522.00
8 CY DUMPSTER 1X PER WEEK	$100.00
8 CY DUMPSTER 2X PER WEEK	$153.00
8 CY DUMPSTER 3X PER WEEK	$205.00
8 CY DUMPSTER 4X PER WEEK	$258.00
8 CY DUMPSTER 5X PER WEEK	$310.00
8 CY DUMPSTER 6X PER WEEK	$363.00
8 CY DUMPSTER 7X PER WEEK	$563.00

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

Memorandum

To: Honorable PWA Chairman and Trustees

From: Brian Woodward, Fire Chief

Re: **AWARD OF A FIRE STATION EMERGENCY ALERTING SYSTEM PROJECT FOR FIRE STATION NO. 1 TO MUSKOGEE COMMUNICATIONS, INC. IN THE AMOUNT OF $49,980.50**

Date: September 14, 2026

BACKGROUND

A new fire station alerting system is planned for Fire Station No. 1, which is currently under construction. The system will include the installation of speakers, wiring, lights, and other Motorola communication equipment that will enable the station to receive and broadcast emergency radio traffic dispatched through the Coweta Police Department to Coweta Fire personnel. Alert lights will be color-coded, with red indicating fire-related calls and blue indicating EMS calls. Monitors and speakers located throughout the facility will provide both visual and audible notifications to ensure rapid response by on-duty personnel.

Bid requests were sent to the three companies authorized to perform work on the Motorola radio system utilized by the City's public safety departments. Muskogee Communications, Inc. was the sole bidder, submitting a proposal in the amount of $49,980.50. This project is funded in the 1% Sales Tax Fund, account 36-5405.009.

Flintco, the general contractor for the Fire Station No. 1 project, has advised that this specialized installation be managed directly by Chief Woodward due to the technical complexity of the system and the coordination required with the City's existing Motorola public safety communications network.

STAFF RECOMMENDATION

Staff recommends awarding the Fire Station Emergency Alerting System project to Muskogee Communications, Inc. in the amount of $49,980.50, and authorizing the Trust Manager to execute any necessary documents related to the project.

ATTACHMENTS

1. Muskogee Communications Alerting System Quote

CITY OF Coweta

QUOTATION FORM

THIS FORM IS TO BE COMPLETED FOR ALL PURCHASES BETWEEN $2,500 and $24,999.00
(PURCHASES $25,000 AND ABOVE REQUIRE COMPETITIVE BIDDING)

DATE: 8/4/2026

Person Completing the Request: Woodward **Description of Goods or Services:**
Custom installation of speakers, wires, lights & main Motorola items for Fire Station # 1 to receive & broadcast radio traffic from dispatch to Coweta Fire. Also included is red lights for fire calls and blue lights for ems calls.

CHECK ONE OF THE FOUR BOXES BELOW:

☐ **1. This purchase is being made through a purchasing cooperative agreement.**

Coop name: ____________

☐ **2. This purchase is being made through a State of Oklahoma Contract**

OK Contract Number: ____________

☐ **3. This purchase is being designated as "sole source" (must attach documentation for review)**

☒ **4. This purchase requires three quotations (Email or Fax preferred)** – provide information below

Vendor #1 Name: Muskogee Communications
Vendor Billing Address: 5302 S Cherokee St Muskogee, OK 74403
Vendor Phone: 918-687-3819
Quoted Price with freight or other fees: 49,980.50

Vendor #2 Name: BearCom
Vendor Billing Address: 2001 W Tacoma St. Broken Arrow, OK 74012
Vendor Phone: 918-663-0172
Quoted Price with freight or other fees: Not able to quote project

Vendor #3 Name: Shipman Communications & Lawton Communications
Vendor Billing Address: Shipman-903-465-8297 & Lawton-800-583-8383
Vendor Phone: Woodward spoke on phone with both and got verbal refusals.
Quoted Price with freight or other fees: Both companies refused to quote project

Signature: ____________ Date: 8/4/2026

ATTACH ALL DOCUMENTATION WITH THIS FORM TO YOUR PURCHASE ORDER REQUEST; IF YOU ARE UNABLE TO OBTAIN THREE QUOTES, COMPLETE REVERSE SIDE DOCUMENTING ATTEMPTS MADE

Revised 2/14/24

CITY OF Coweta

DOCUMENTATION OF ATTEMPTS TO OBTAIN QUOTATIONS WHEN UNABLE TO OBTAIN THREE QUOTES

Vendor #1 Name: ______________________________

Vendor Phone: ______________________________

Dates contacted: ______________________________

Attach email correspondence or other documentation of attempts made to obtain quotes.

Vendor #2 Name: ______________________________

Vendor Phone: ______________________________

Dates contacted: ______________________________

Attach email correspondence or other documentation of attempts made to obtain quotes.

Vendor #3 Name: ______________________________

Vendor Phone: ______________________________

Dates contacted: ______________________________

Attach email correspondence or other documentation of attempts made to obtain quotes.

DESCRIPTION OF WORK

Provide a complete audio visual communications system as follows.

Use Motorola quick call signaling option in radios to provide a trigger to power on red led lighing for fire through out the fire ems station and blue led lights for ems.

Use the vhf radios to provide audio through out the fire ems station during fire or ems alert.

Alert tone volume to start at low level and ramp up over 4 second time period.

Audio amp to provde out put audio signal for fire alert and voice message.

Audio amp to provde out put audio signal for ems alert and voice message.

Audio amp to provide ouput audio signal for 800 mhz fire communications system.

INSTALLATION TASK	COMPLETION TIME
Run speaker wire to bedrooms, day room, bathrooms, kitchen, offices, outdoor areas storage rooms, extra.	32hrs
Run speaker wire,s to aperatus bay and install speakers.	32hrs
Run dc control wires as needed	32hrs
Stage 2 post rack with radio,s power supplies, audio amp, and ups	16hrs
Install led lights on speaker,s at shop	8 hrs
Install antenna system for vhf radios	8hrs
Install communications rack and interface speaker wires and led power wires to equipment	16hrs
Install speakers in building	32hrs
Install external wall volume	16hrs
Total Hours	192hrs
Total Installation Cost	**$24,000.00**

PARTS LIST

Qty	Part	Description	Unit Cost	Ext. Cost
1ea	TELANT150D	VHF DIPOLE ANTENNA	$919.00	$919.00
2ea		GROUND KIT	$25.00	$50.00
2ea		N-FEMALE CONN.	$25.00	$50.00
1ea	IS-B50HN-C2-ME	POLYPHASER	$152.00	$152.00
25ft	LDF4-50	1/2 HEILAX	$2.70	$67.50
1ea	55053-703	EQUIPMENT RACK	$417.00	$417.00
100ft	FSJ1-50	1/4'' SUPERFLEX COAX	$2.05	$205.00
2ea		N-MALE CONN.	$24.00	$48.00
1ea		RF JUMPER SPLITER	$65.00	$65.00
5ea		RACK SHELF	$90.00	$450.00
3ea	AAM28JQN9WA1AN	XPR5550E	$1,034.00	$3,102.00
3ea		IGNITION SENSE KIT	$18.00	$54.00
3ea	SEC-1223-MT-XPR5000	POWER SUPPY	$298.00	$894.00
1ea	SMT1500RM2UC	UPS	$1,505.00	$1,505.00
2ea		LED POWER SUPPLY	$670.00	$1,340.00
1ea	V250	AUDIO AMP 250 WATT	$1,413.00	$1,413.00
1ea	RPK87	RACK MOUNT KIT	$62.00	$62.00
3ea	TBLIS	AUDIO INPUT MODULE	$146.00	$438.00
4000ft		SHEILDED AUDIO CABLE SHEILDED 16/3		$1,200.00
4000ft		16/4		$2,780.00
9ea	G86TCG	8'' CEILING SPEAKER WITH VOLUME CONTROL	$54.00	$486.00
25ea	G86TG2X2C	CEILING GRID SPEAKER WITH VOLUME CONTROL	$114.00	$2,850.00
6ea	SP4AWETW	ALLWEATHER SPEAKER	$84.00	$504.00
39ea		PHENIX RED LED	$60.00	$2,340.00
39ea		PHENIX BLUE LIGHT	$60.00	$2,340.00
6ea	3SRCCDCR	3'' RED LED LIGHT	$94.00	$564.00
6ea	3SBCCDCR	3'' BLUE LED LIGHT	$94.00	$564.00
4ea		BLADE FUSE PANNEL	$85.00	$340.00
		Total Cost for parts		$25,199.50
		Total Cost for installation		$24,781.00
		TOTAL PROJECT COST		**$49,980.50**

ADMINISTRATION WING

CEILING GRID SPEAKERS	WALL VOLUME
127	127
119	119
111	111
102	101
133	
122 L1	122 L1
122 L2	122 L1
101	

ENGINE BAY

INDOOR OUT DOOR
TOTAL OF 6 SPEAKERS
6 RED ROUND LIGHTS
6 BLUE ROUND LIGHT

FIRE WING

CEILING GRID SPEAKERS	SHEETROCK SPEAKERS	INDOOR OUTDOOR
168	176	138 L1
167	170	138 L2
180 L1	166	143
180 L2	163	145 L1
149	157	145 L2
148	155	
182	152	
159	146	
158	141	
X		
X		
154		
153		
X		
161 CORRIDOR L1		
161 CORRIDOR L2		
172		
171		
X		
X		
175		
174		

Brian Woodward

From: Erin Ledbetter <erin@muskogeecomm.org>
Sent: Thursday, July 2, 2026 12:18 PM
To: Brian Woodward
Subject: COWETA FIRE PA SYSTEM QUOTE-UPDATED
Attachments: COWETA FIRE PA ALERT SYSTEM.xlsx

Importance: High

You don't often get email from erin@muskogeecomm.org. Learn why this is important

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good afternoon,

I updated the Quote with a new total amount. Please see attached.

Thank you,

Erin L

Muskogee Communications, Inc
5302 S Cherokee St.
Muskogee, OK 74403-8015
918-687-3819

Credit Card Processing Notice:
To continue providing reliable products and services, a 3.5% credit card processing fee will be applied to all credit card transactions.
This fee reflects the cost charged to us by our payment processor and does not exceed our actual processing expense.
Fee free payment options:
Cash, check, and debit
Thank you for supporting our family-owned business.

Muskogee Quote

1ea	TELANT150D	VHF DIPOLE ANTENNA	$919.00	$919.00
2ea		GROUND KIT	$25.00	$50.00
2ea		N-FEMALE CONN.	$25.00	$50.00
1ea	IS-B50HN-C2-ME	POLYPHASER	$152.00	$152.00
25ft	LDF4-50	1/2 HEILAX	$2.70	$67.50
1ea	55053-703	EQUIPMENT RACK	$417.00	$417.00
100ft	FSJ1-50	1/4" SUPERFLEX COAX	$2.05	$205.00
2ea		N-MALE CONN.	$24.00	$48.00
1ea		RF JUMPER SPLITER	$65.00	$65.00
5ea		RACK SHELF	$90.00	$450.00
3ea	AAM28JQN9WA1AN	XPR5550E	$1,034.00	$3,102.00
3ea		IGNITION SENSE KIT	$18.00	$54.00
3ea	SEC-1223-MT-XPR5000	POWER SUPPY	$298.00	$894.00
1ea	SMT1500RM2UC	UPS	$1,505.00	$1,505.00
2ea		LED POWER SUPPLY	$670.00	$1,340.00
1ea	V250	AUDIO AMP 250 WATT	$1,413.00	$1,413.00
1ea	RPK87	RACK MOUNT KIT	$62.00	$62.00
3ea	TBLIS	AUDIO INPUT MODULE	$146.00	$438.00
4000ft		SHEILDED AUDIO CABLE SHEILDED 16/3		$1,200.00
4000ft		16/4		$2,780.00
9ea	G86TCG	8" CEILING SPEAKER WITH VOLUME CONTROL	$54.00	$486.00
25ea	G86TG2X2C	CEILING GRID SPEAKER WITH VOLUME CONTROL	$114.00	$2,850.00
6ea	SP4AWETW	ALLWEATHER SPEAKER	$84.00	$504.00
39ea		PHENIX RED LED	$60.00	$2,340.00
39ea		PHENIX BLUE LIGHT	$60.00	$2,340.00
6ea	3SRCCDCR	3" RED LED LIGHT	$94.00	$564.00
6ea	3SBCCDCR	3" BLUE LED LIGHT	$94.00	$564.00
4ea		BLADE FUSE PANNEL	$85.00	$340.00
		PARTS		$25,199.50
		INSTALLATION		$24,781.00
				$49,980.50

Brian Woodward

From: Alexander Wilson <alexander.wilson@bearcom.com>
Sent: Monday, July 27, 2026 10:33 AM
To: Brian Woodward
Cc: Norman Welch
Subject: RE: Fire Station Alerting Questions

You don't often get email from alexander.wilson@bearcom.com. Learn why this is important

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Chief Woodward:

Unfortunately we will not be able to submit a bid request in time.

BearCom refusal

We appreciate the opportunity to work for you all.

Thanks

From: Brian Woodward <bwoodward@cityofcoweta-ok.gov>
Sent: Monday, July 20, 2026 3:09 PM
To: Alexander Wilson <alexander.wilson@bearcom.com>
Cc: Norman Welch <Norman.Welch@bearcom.com>
Subject: RE: Fire Station Alerting Questions

1. Are they on the DPS system? – Yes OKWIN
2. Do they have dispatch consoles and if so what model? We will be using Motorola AXS or AX5 when the new PD is built.
3. Are they currently paging out? If so, what format are they using? I don't know how to answer this. If you are talking about a pager, then no.
4. Are pagers involved with this as well as the radios and stations? No
5. Do they want doors, lights, overhead speakers to activate when paged? Lights come on and then 2-4 seconds later, the beeping tone comes through the speakers.
6. Is there more than one station and do they want separate paging for each station? Not at this time. Only 1 station.
7. Do they have separate EMS? No, Coweta Fire is running our own Ems units also. All on one channel.

Brian Woodward
Fire Chief, City of Coweta
bwoodward@cityofcoweta-ok.gov
Office: 918-279-7239 Mobile: 918-637-9389
214 N. Broadway Coweta, OK 74429

From: Alexander Wilson <alexander.wilson@bearcom.com>
Sent: Monday, July 20, 2026 2:27 PM
To: Brian Woodward <bwoodward@cityofcoweta-ok.gov>
Cc: Norman Welch <Norman.Welch@bearcom.com>
Subject: Fire Station Alerting Questions

Chief Woodward:

If you wouldn't mind helping out Norman with these questions. It would help us out a lot in requesting a quote.

1. Are they on the DPS system? – Yes OKWIN
2. Do they have dispatch consoles and if so what model?
3. Are they currently paging out? If so, what format are they using?
4. Are pagers involved with this as well as the radios and stations?
5. Do they want doors, lights, overhead speakers to activate when paged?
6. Is there more than one station and do they want separate paging for each station?
7. Do they have separate EMS?

Thanks Chief

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

Memorandum

To: Honorable PWA Chairman and Trustees

From: Edgar Barroso, Public Works Director

Re: **SCADA SYSTEM/FLOW MONITORING PROJECT FOR THE WHISPERING HILLS SEWER LIFT STATION IN THE AMOUNT OF $18,500.00**

Date: September 14, 2026

BACKGROUND

PWA is requesting implementation of a Supervisory Control and Data Acquisition (SCADA) system with flow monitoring at the Whispering Hills sewer lift station that pumps to the Broken Arrow collection system. This system will improve operational reliability, system visibility, maintenance response, and long-term management of this lift station.

This SCADA system will provide operators with real-time information on the lift station operating conditions, including pump status, alarms, runtime, and other critical equipment parameters like levels and flow monitoring. This visibility will allow personnel to identify abnormal conditions quickly and respond to potential failures before they result in sewer overflows, equipment damage, or service interruptions.

Adding flow monitoring will provide valuable data on the volume and timing of wastewater entering and leaving the lift station. This information can be used to evaluate system performance, identify unusual flow conditions, assist with troubleshooting, and establish historical operating trends. Flow data can also help identify potential infiltration and inflow issues and support future capacity planning and system improvements.

It was brought to our attention that a human billing error occurred during the Broken Arrow billing data entry. Their data entry clerk made a typo and added an extra comma where Coweta PWA and BA utilities had a reading with a period, causing our average Whispering Hills sewer bill to jump almost $30,000 above our average billing. The Broken Arrow billing manager and utility director recommended we recalibrate the meter; however, due to the age of the meter, no one wanted to certify the accuracy of the meter. We check this station daily since it sits in Broken Arrow, and we cannot tell what is occurring at this lift station; in most cases, we are reactive to any situation in this area.

A centralized SCADA system will also reduce the need for routine manual checks at the lift station and provide remote monitoring capabilities. Operators can receive alarms when critical conditions occur, allowing staff to respond more efficiently and prioritize emergency calls based on actual operating conditions.

The system will provide several long-term benefits, including:

- Improved protection against sewer overflows and environmental incidents.
- Faster detection and response to pump or equipment failures.
- Reduced reliance on manual inspections and site visits.
- Improved preventive and predictive maintenance through historical operating data.
- Better understanding of wastewater flows and lift station performance.
- Improved documentation and reporting of system operations.
- Increased operational efficiency and reduced potential overtime and emergency response costs.
- Better information for future system upgrades, capacity evaluations, and capital planning.

Overall, a sewer lift station SCADA system with flow monitoring is a proactive investment that will improve the reliability, efficiency, and accountability of wastewater operations while reducing the risk and potential costs associated with undetected equipment failures and sewer overflows, with the addition of accurate readings to provide to Broken Arrow Utility Billing. Staff requested quotes from four contractors:

1. Energized Electric, Inc.: $14,850
2. Hope Automation & Controls, LLC: $18,500
3. D6 Laboratories, Inc.: $38,500
4. Automatic Engineering: $54,765.65

Hope Automation was selected due to their quick response time and material availability. If approved, they can complete the system installation within 5–7 business days. The lowest bidder is Energized Electric, but they are several weeks backordered for SCADA parts with no ETA. In addition, Hope Automation also has a technician in Coweta ready to service us in emergency situations.

STAFF RECOMMENDATION

Staff recommends the approval of a SCADA system project for the Whispering Hills Sewer Lift Station at a cost of $18,500.00 by Hope Automation & Controls, LLC, to be funded in the Wastewater Department of the Utility Services Fund, account 04-5411.034.

ATTACHMENTS

1. Hope Automation & Controls
2. Energized Electric
3. D6 Labs
4. Automatic Engineering

HOPE AUTOMATION & CONTROLS LLC

Hope Automation & Controls LLC • [Street Address, City, State ZIP] • [Phone] • [Email]

QUOTATION

Quote No.	**Coweta, Ok-001**
Quote Date	09/10/2026
Valid Until	10/10/2026

CUSTOMER / QUOTE DETAILS

Customer / Utility	Coweta-Wastewater	**Town / Jobsite**	Coweta
Billing Address	PO Box 850	**Quote # Today**	01
City / State / ZIP	Coweta,Ok 74429	**Revision**	R0
Contact Name	Kevin Hershberger	**Payment Terms**	Equipment Paid Upon Delivery
Phone	918-896-4918	**Prepared By**	Don Jay
Email	khershberger@cityofcoweta-ok.gov	**Project / Site**	Lift Station

EQUIPMENT & MATERIALS

Item (pick from list)	Description	Unit	Qty	Unit Price	Amount
Sewer Rat	Sewer Rat level / flow monitor	each	1	$7,500.00	$7,500.00
HopeScada	HopeScada setup	setup	1	$1,500.00	$1,500.00
Motor Control - VFD	Motor Controls for Two pumps	each	1	$6,500.00	$6,500.00

INSTALLATION LABOR (priced per box — pick mileage band and install type)

Mileage Band	Install Type	Unit	Boxes	Rate / Box	Amount
100 – 150 miles	Sewer Rat Install	box	1	$3,000.00	$3,000.00

Subtotal		$18,500.00
Discount		-
Freight / Trip Charge		-
Sales Tax (enter rate →)	0.00%	-
TOTAL		**$18,500.00**

NOTES / SCOPE / EXCLUSIONS

[Scope notes, exclusions, lead time, warranty]

Please Call me with any questions or concerns-Don Jay-405-301-1382

REVISION HISTORY

Rev	Date	By	What Changed
R0	09/10/2026	[Initials]	Original quote issued.

Accepted By (signature): ______________________________ Date: ______________________

Prices valid for 30 days from quote date. Taxes calculated on equipment and labor unless otherwise noted — verify local rules.

ELECTRICAL PROPOSAL

Energized Electric, Inc. | 918.798.0442 | 6thkingdom@gmail.com

CUSTOMER
City of Coweta-PWA

PROPOSAL
City of Coweta-PWA

DATE
8/10/2026

ADDRESS
P.O. Box 850

CITY/STATE/ZIP
Coweta, OK 74429-0850

PHONE
918.896.4918

E-mail
khershberger@cityofcoweta-ok.gov

CONTACT PERSON
Kevin

PROJECT
Whispering Hills #1 Controller

PREPARED BY:
Matt Kirkpatrick

ATTENTION
Kevin

PAYMENT TERMS
Net 30

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	We propose to purchase and install a new Lift Station controller for the Whispering Hills #1 Location. This price will	$14,850.00	**$14,850.00**
	include a new 150A/480V, 3 phase alternating full duplex submersible pump controller in a NEMA 4X SS enclosure.		
	We will build a SS Strut 'H' frame, with a non corrosive J-box and seal offs for terminations. Enclosure will also be		
	ventilated (per DEQ). Controller will provide a dry contact for SCADA monitoring, and a high float level alarm light.		
	We will also purchase and install (5) brand new floats for pump controls and monitoring.		
	We well demo existing controller and salvage parts that may be used at other lift stations		

SUBTOTAL	**$13,750.00**
TAX RATE	
SALES TAX	
OTHER (Permit)	
TOTAL	**$13,750.00**

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

This proposal is subject to acceptance for 30 days and is void thereafter at the option of the undersigned. All work wil be done in a neat and workmanlike manner.

Sign Here to Accept Quote:

Authorized Rep Date

3 Proposed Cost and Terms

3.1 Terms

1. **Turnkey Offer** - D6 Labs will design, build, program, install and configure the solution described in this proposal. All labor and materials are included in the proposed cost unless specifically noted. The pricing in this proposal is valid for 60 days from proposal date.
2. **1 Year Warranty – D6 Labs will warranty all OEM equipment provided as part of this project for a period of 1 years** with the following exceptions and stipulations:
   a. Warranty is for workmanship and materials – if we make a mistake or one of our products fails, we will fix the problem and or replace the faulty component at our cost.
   b. This warranty does not cover misuse, abuse, or acts of God
   c. This warranty only covers products manufactured by D6 Labs. Other manufacturers' warranty periods will apply to non-D6 Labs manufactured products.
   d. This warranty does not cover consumables (UPS batteries, lightning surge arrestors, protection devices, fuses, etc.)
3. **Guaranteed 20 Year Availability - D6 Labs guarantees availability of all electronic components for 20 years from install date.**
4. **Data/Cloud Subscription – this quote includes unlimited access to the Whisker.io™ cloud platform and data service for 1 year from the purchase date. After 1st year, annual subscription fees are:**
   a. **Data/Cloud** – *$480*/year
5. **Order acceptance** – customer will designate their commitment to the project by signing the proposal acceptance sheet at the end of this document.
6. **Payment terms:**
   a. 60% due within 30 days of acceptance of proposal.
   b. 40% due within 30 days of completion of project
7. **All D6 Labs products are designed and manufactured at our factory in Oklahoma**
8. **Expected Installation Time – 3 to 5 working days**
9. **Expected Leadtime** – 4-6 weeks from order

3.2 Project Cost

		Segment Total
Lift Station		
Quantity	1	
Lift Station Base Total	**$38,500.00**	

SERVICE ESTIMATE

Estimate Number	Estimate Date	Page
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PO Number		

Automatic Engineering
8335 S 89th W Ave
Tulsa, OK 74131
918-585-5703

Opportunity No: OP-652504
Estimate Expires: 09/03/2026
Please reference the Estimate Number when placing an order.

Sales Representative:
Brennan Bowen
539-867-7127
bbowen@cogentcompanies.com

Bill To: 459690
City of Coweta, OK
310 S. Broadway
Coweta, OK 74429

Ship To: 459690
City of Coweta, OK
114 South Broadway
Coweta, OK 74429
Requested By: Kevin Hershberger

Terms	*Carrier*	*Entered By*	*Jon Gilbert*
NET 30	Field Service Personnel		jgilbert@cogentcompanies.com

Estimated	*Item ID*	*Item Description*	*UOM*	*Unit Price*	*Ext Price*

Order Note: We offer 1 year parts and labor warranty on all service work provided. Warranties will be based on cause of failure. This includes startup.

Any work not specifically detailed in the scope of the work statement is outside the scope of the project and will not be completed by Cogent at time of service. Any additional work resulting from the work described but not explicitly listed in the scope of work will be quoted separately at a time and material rate. Cogent maintains responsibility for work described when equipment is in a reasonable repair condition.

If additional trips are required due to issues outside of Cogent's control, return trips will be billed at the standard Time and Material rate. After-hours or non-business days' requests will be billed at overtime rates.

Startup to occur on a regular business day, during regular business hours. Operator training will be provided immediately following the completion of the startup. A separate trip for training is not included.

***********Service Item***********

Estimated	Item ID	Item Description	UOM	Unit Price	Ext Price
	SID-INSTALLATION	INSTALLATION	EA	54,765.6500	54,765.65

Serial Number: WHISPER HILLS #1 PANEL

Service Line ID: S169735

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PO Number		

Automatic Engineering
8335 S 89th W Ave
Tulsa, OK 74131
918-585-5703

Opportunity No: OP-652504
Estimate Expires: 09/03/2026
Please reference the Estimate Number when placing an order.

Sales Representative:
Brennan Bowen
539-867-7127
bbowen@cogentcompanies.com

Order Line Notes: All labor and materials for the installation and start up of new duplex panel, 2 each variable frequency drives, radar level transducer, and Hippo monitoring system for Whisper Hills LS #1

HIPPO Monitoring System allows for:

-Configurable hardware and software
-Time-stamped data for remote diagnostics
-Pump overload alarms
-Run times logs
-High water alarm
-Flow meter inputs
-GPS Cellular connectivity
-Secure, remote access from any laptop or PC
-Total station flow correlation
-24/7 access to experts

Panel to include:
NEMA Type 4X - 304 Stainless Steel Enclosure, with Back Panel
Aluminum Dead-front Inner Door
Cooling Fan Kit, with Stainless Steel Rain Hoods
Circuit breaker cutouts with mounting bracket
100W Fan enclosure heater
Incoming Power Terminal Block
Phase Monitor
Incoming Power Lightning Arrester
2 - 10 Amp 1 Pole Multi9 Circuit Breaker (Controls)
2 - Pump Circuit Breaker (QOU)
PC3000XC Controller
Alternator with lead lag switch
Lag Operation
Lag Time Delay
2 - Macromatic Pump Monitor Relay (PMR), Door Mounted
2 - 22mm Hand Off Auto Switch
2 - 22mm Run Pilot Light
2 - Elapsed Time Meter
2 - 22mm High Alarm Pilot Light, Alarm Activation, and Aux Contact
1 - 22mm Low Alarm Pilot Light, Alarm Activation, and Aux Contact
1 - 22mm Backup Active Pilot Light, Manual Reset Pushbutton, Alarm Activation, and Aux Contact
1 - Phase/Power Fail Aux Contact
2 - 22mm Motor Heat Sensor Pilot Light, Alarm Activation, and Aux Contact
2 - 22mm Seal Failure Pilot Light, and Aux Contact
2 - 22mm Drive Fault Pilot Light, Alarm Activation, and Aux Contact
LED Alarm Light
Horn Audible Alarm
22mm Silence Pushbutton
22mm Test Pushbutton
Engraved Nameplates

AUTOMATIC ENGINEERING
A COGENT COMPANY

SERVICE ESTIMATE

Estimate Number	Estimate Date	Page
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PO Number		

Automatic Engineering
8335 S 89th W Ave
Tulsa, OK 74131
918-585-5703

Opportunity No: OP-652504
Estimate Expires: 09/03/2026
Please reference the Estimate Number when placing an order.

Sales Representative:
Brennan Bowen
539-867-7127
bbowen@cogentcompanies.com

Total Lines: 1

SUB-TOTAL:	54,765.65
TAX:	0.00
AMOUNT DUE:	54,765.65
	U.S. Dollars

Please reference the Estimate Number when placing an order.

Material and equipment costs are fluctuating, with price increases that can be sudden and unpredictable. This proposal reflects the current pricing as of the date of this proposal. In the event of supplier price increases or surcharges announced after the date of this proposal up to the final shipment date, the seller may adjust pricing accordingly.

To accept, please sign, date, and return a copy of the signed proposal. By signing and accepting this proposal the buyer acknowledges and agrees to the attached terms and conditions, pricing, and specifications as part of this proposal agreement.

______________________________ ______________________________
Name (Please Print) PO#(If Applicable)

______________________________ ______________________________
Signature Date of Acceptance

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS. "Company" means Cogent, Inc., including any of Company's applicable trade names associated with the specific Proposal or specific Agreement. "Customer" means Company's customer for the specific Proposal or Agreement. "Proposal" means Company's proposal, estimate, quotation or sales form, including any terms expressly incorporated by reference, and these Terms and Conditions. "Agreement" means the terms of the final agreement entered into by and between Company and Customer relating to the purchase or rental of specific goods, equipment or services, and these Terms and Conditions.

2. CONFLICT OF TERMS AND INTEGRATION. Company's Proposal is expressly conditioned upon Customer's acceptance of these Terms and Conditions. Any additional or different terms and conditions included in Customer's purchase order, or other documents or communications, shall have no application or effect on the Agreement, unless specifically agreed to by Company in writing. Company's commencement of performance or delivery of goods and/or equipment shall not be deemed or construed as an acceptance of Customer's additional or different terms and conditions. The terms set forth in the Agreement supersede all prior negotiations, representations or agreements, either written or oral between the parties, and can only be modified or amended with the express written consent of Company.

3. PROPOSAL, WITHDRAWAL AND EXPIRATION. If the price is included in a Proposal, the price is firm for receipt of an order within 15 days of the date shown on the Proposal. Company reserves the right to cancel a Proposal at any time prior to receiving the acceptance in writing of the Proposal by Customer.

4. PRICING. The final price in the Agreement must be accepted by Company in writing. Unless expressly agreed to by Company in writing, the price does not include: (i) any freight charges; (ii) any applicable duties, tariffs or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to the goods, equipment, services and/or project, up to the final shipment date to Customer; and (iii) manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

5. PAYMENT TERMS. Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances, starting on the sixteenth (16) day after the invoice date. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company in writing at the time of the Agreement, and shall in no case exceed a period of 120 days. Payment of "commercial transaction" invoices by credit card will be charged a fee based upon Company's average discount rate for credit card transactions. Company reserves the right to require Customer make payment in advance, or C.O.D., or otherwise modify Company's credit terms if Customer's credit standing or scores are found to be not acceptable to Company. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

6. FINANCIAL INSECURITY ISSUES. If at any time prior to receipt of payment in full by Company of the Agreement, Company receives information on Customer's financial responsibility or condition that causes Company to become insecure of Customer's ability to perform under the terms of the Agreement, including but not limited to Customer's failure to fulfill any other contractual obligations to Company, Company may take the following actions: (a) request further financial assurances, or collateral, from Customer; (b) suspend Company's performance under the Agreement; (c) defer or decline to deliver any goods or equipment, or services, under the Agreement; (d) stop delivery of goods or equipment in transit, and/or stop rendering services under the Agreement; and/or (e) terminate the Agreement as allowed under the Terms and Conditions. If Customer provides satisfactory financial assurances to Company as requested, including but not limited to payments in advance or other security acceptable to Company, then Company shall continue with its performance under the Agreement. Customer grants to Company a continuing security interest in and a lien upon the goods and/or equipment supplied by or through Company under the Agreement and the proceeds thereof (including insurance proceeds), as security for the payment in full and the performance by Customer of all of its obligations to Company under the Agreement, as well as any other Agreement between the parties. Customer shall execute a financing statement and any other documents needed by Company to enforce this security interest and lien, upon request by Company. For goods and/or equipment purchased by Customer for Customer's own use, Customer shall have no right to sell, encumber or otherwise dispose of those goods and/or equipment until Company has received payment in full of all amounts owed by Customer under the express terms of the Agreement.

7. TITLE, DELIVERY AND RISK OF LOSS. Unless other terms are expressly agreed to in writing by Company, for goods and/or equipment that are shipped from a Company facility or warehouse, those shipments are FOB Company's shipping point, at which point title transfers to Customer. For goods and/or equipment that are shipped from a manufacturer or distributor, those shipments are FOB manufacturer's or distributor's warehouse or factory shipping point as applicable, at which point title transfers to Customer. Delivery dates are estimates, and time is not of the essence.

8. EXPORT OF GOODS AND/OR EQUIPMENT. Goods and/or equipment sold by Company to Customer may be subject to applicable export laws and regulations, including the United States Export Administration Regulations. If any goods and/or equipment acquired by Customer is or are exported, Customer agrees to comply with all such applicable laws and regulations. In particular, Customer shall not, and will not permit any third parties to, directly or indirectly, export, re-export or release any goods and/or equipment to any country or jurisdiction to which, or to any party to whom, the export or release of any goods and/or equipment is prohibited by applicable law, regulation or rule. As between Company and Customer, Customer shall be responsible for any breach of any export law, regulation or rule. For export shipments from the United States, delivery to Customer of the goods and/or equipment will pass from Company to Customer, as well as title to the goods and/or

equipment, absolutely no later than when the goods and/or equipment are delivered to the shipping port, so that Customer shall be the exporter of the goods and/or equipment.

9. <u>CUSTOMER DELAY OF DELIVERY</u>. If Customer requests Company to delay delivery of any goods and/or equipment included in the Agreement, the requested delay, if agreed to by Company in writing, shall solely effect the delivery date of the goods and/or equipment. Company reserves the right to issue an invoice for the goods and/or equipment as of the originally scheduled, or the first available, delivery date. If Company is required to store or warehouse any goods and/or equipment on behalf of Customer due to the delayed delivery date, any storage and/or warehouse costs and fees will be charged to Customer and payable by Customer to Company upon receipt of an invoice, as well as the costs of any required maintenance of the goods and equipment throughout the period of delay.

10. <u>CUSTOMER CANCELLATION</u>. Customer possesses no right to cancel special or made-to-order goods and/or equipment, unless first requested by Customer in writing to Company, and accepted by Company in a written response to Customer. If any request to cancel is made by Customer, and accepted by Company, Company may issue an invoice to Customer which will include all costs and expenses incurred by Company prior to accepting the cancellation request, including any labor costs and overhead incurred or expended by Company. Goods and/or equipment from a cancelled Agreement, returned to a manufacturer or other source of the goods and/or equipment, shall be returned at Customer's costs, including any delivery and/or restocking charges.

11. <u>INSPECTION OBLIGATIONS</u>. Customer shall inspect the goods and/or equipment upon receipt. When delivery of the goods and/or equipment are to a project site, Customer will notify Company in writing within three (3) days of delivery of the goods and/or equipment, of any apparent shipment shortages, or damages or noncomformity of the goods and/or equipment. For all other deliveries of goods and/or equipment, Customer shall notify Company in writing within ten (10) days of delivery of the goods and/or equipment, of any apparent shipment shortages, or damages or noncomformity of the goods and/or equipment. Failure of Customer to timely deliver the written notice to Company shall constitute a waiver by Customer to claim any shortages in the goods and/or equipment delivered, and to claim any damages to, or noncomformity of the goods and/or equipment delivered to Customer. Customer shall make any claim for loss of or damage to goods and/or equipment while in transit, to the carrier, unless different terms are expressly set forth in the Agreement of the parties.

12. <u>NEW GOODS WARRANTY</u>. For all new goods and/or equipment, Company will pass through to Customer any warranty provided by the manufacturer of any goods and/or equipment supplied by Company. None of the warranties received by Customer shall become effective until such time that Customer has paid Company in full for the goods and/or equipment. THE MANUFACTURER'S WARRANTY IS THE EXCLUSIVE WARRANTY PROVIDED CUSTOMER. COMPANY PROVIDES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY.

13. <u>USED GOODS AND EQUIPMENT</u>. Used goods or equipment sold by Company are sold in an as-is and where is condition. Unless stated in the Agreement by Company, Company makes no representations or warranties of any kind, express or implied, as to the nature, quality or condition of the used goods or equipment, or its suitability for any use, including without limitation any warranty of merchantability or fitness for a particular purpose, unless expressly agreed to in writing between Company and Customer. Company shall have no liability to Customer in connection with the sale of the used goods and equipment, including without limitation, for loss of profit, loss of income, loss of production, loss of opportunity, or indirect, consequential, incidental, punitive or exemplary damages arising out of or related to Company's sale of used goods or equipment to Customer.

14. <u>INSTALLATION AND STARTUP</u>. Unless otherwise agreed to in writing by Company, installation of the purchased goods and/or equipment shall be the responsibility of Customer. If the manufacturer of any goods or equipment supplied by Company to Customer requires that a representative of the manufacturer be present for the start up of the goods and/or equipment, and Company is designated as the authorized representative for the manufacturer for the start up of the goods and/or equipment, Customer shall provide a minimum of fourteen (14) calendar days notice to Company of the scheduled start up. If, under the stated circumstances, the start up of the goods and/or equipment occurs without Company or some other manufacturer's representative being present, the manufacturer's warranty might be voided, or its coverage limited by that action. For goods or equipment repaired by Company for Customer, if Company requires a Company representative to be present for the start up of the repaired goods and/or equipment, the same fourteen (14) calendar days notice to Company is required. If the goods and/or equipment are started without a Company representative being present, the same limitation or voiding of any applicable warranties can occur.

15. <u>BANKRUPTCY, RECEIVERSHIP, ASSIGNMENT FOR BENEFIT OF CREDITORS, DEFAULT</u>. If voluntary or involuntary Bankruptcy proceedings are commenced against Customer, or similar proceedings such as a receivership or any other insolvency proceedings, or if Customer makes an assignment for the benefit of its creditors, Company may provide written notice to Customer of Company's immediate termination and cancellation of the Agreement. If Customer is in material default of the Agreement, including but not limited to Customer's failure to make any payment when due to Company, then Company can deliver a written notice to Customer of such default and provide notice of a five (5) day right to cure the default. If Customer fails to cure the default within the five (5) day period, or begin commencement of the cure and continue to work diligently on the cure within the five (5) day period, Company has the right to terminate any further

performance of its obligations under the Agreement, without prejudice to any other rights and remedies the Company might have under the Agreement and applicable law. If the Agreement is terminated, the rights, obligations and liabilities of the parties that accrued prior to the termination of the Agreement shall survive the termination.

16. LIMITATION OF LIABILITIES. Except as otherwise provided by applicable law, in no event will Company's liability exceed the amount paid by Customer to Company under the Agreement. In no event shall Company's obligations and liabilities under this Agreement include any indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill. Nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

17. INDEMNIFICATION. Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the goods and/or equipment purchased or rented from Company. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the goods and/or equipment, to the fullest extent allowable by law.

18. COMPANY DRAWINGS. Any drawings that Company prepares and delivers to Customer shall remain Company's property. If Company provides drawings related to the installation of the goods and/or equipment in Company's Proposal, those drawings depict the general type, arrangement and approximate dimensions of the goods and/or equipment to be furnished by Company, are for Customer's information only, and Company makes no representation or warranty regarding the drawings' accuracy. Unless expressly stated to the contrary in the Proposal, all drawings, illustrations or diagrams form no part of the Agreement.

19. CONFIDENTIAL INFORMATION. Company may provide designs, illustrations, processing equipment, repair specifications, manufacturing information, intellectual property and other non-public information ("Confidential Information") to Customer in either the Proposal, or the Agreement, or in the performance of the Agreement. Other than for the performance of the Agreement, Customer agrees to not disclose, use or reproduce any Confidential Information without Company's prior written consent. Customer's agreement to not disclose, use or reproduce Confidential Information shall survive completion of Company's obligations under the Agreement, or termination of the Agreement.

20. CUSTOMER WARRANTY. Customer warrants the accuracy of any and all information provided to Company, relating to the details of the relevant operating conditions, including but not limited to influent data, temperatures, pressures and where applicable, the nature of all hazardous materials. Company may justifiably rely upon the accuracy of Customer's information in preparing both the Proposal and the Agreement. If Customer's information is later found to be not accurate, Company shall have no liability to Customer, and/or Customer's customer if any, for any losses, liabilities, damages and expenses of any kind, that arise out of, or relate in any respect, to the inaccurate information provided by Customer to Company, and shall defend and indemnify Company for any claims made against Company based upon such inaccurate information.

21. FORCE MAJEURE. Company may cancel, terminate or suspend its Proposal or the Agreement, and Company shall have no liability to Customer for Company's failure to deliver any goods and/or equipment, or to provide any services to Customer, due to force majeure. Force majeure means any event or circumstances beyond Company's reasonable control, including but not limited to natural disasters, wars, strikes, riots, epidemics, criminal actions, changes in applicable laws and failures of suppliers or transportation. In these situations, Company's time for performance shall be extended in an amount equal to the period of time for Company to recover from the causal event, and shall notify Customer within a reasonable period of time of the expected delay. If the force majeure event impacts the pricing specified in the Proposal or the Agreement, Company shall notify Customer of the revised pricing. If Customer rejects the revised pricing in the Agreement, the parties will resolve the cancellation pursuant to the Customer Cancellation clause.

22. LAW AND VENUE. This agreement shall be governed by the laws of the state where the Company's branch office is located from which the goods and/or equipment was rented or purchased, or services were ordered from Company (without reference to principles of conflicts of laws). Customer further agrees that venue and jurisdiction shall be appropriate in the state and/or federal court venue in which Company's branch office is located from which the goods and/or equipment was rented or purchased, or services were ordered from Company; the county and/or federal court venue in which Company's corporate headquarters office is located; as well as the county(ies) in which any materials or equipment purchased from Company were used to improve a piece of real estate, including any structures located on the piece of real estate. This paragraph shall survive any termination, cancellation or expiration of the Agreement. If any dispute between Company and Customer ends up in litigation or arbitration, the prevailing party is entitled to an award of reasonable attorney's fees and costs.

23. DISASSEMBLY, CLEANING, INSPECTION AND ESTIMATE CHARGE. The disassembly, cleaning, inspection and estimate charge ("DCI Charge") is the amount that is due from Customer if Customer decides to not repair the unit(s). An invoice for this amount shall automatically be generated for the DCI Charge within ninety (90) days of the date of the Service Estimate if Customer has not authorized the repairs, or at the date that Customer rejects the estimate for the repairs. All units left at Cogent's facility, not repaired, for more than six (6) months, will be scrapped by Cogent without any liability to Customer. Before scrapping or otherwise disposing of the unrepaired unit(s), Cogent shall deliver a final ten (10) day notice to Customer to pick up the unit(s), or the unit(s) will be scrapped or otherwise disposed of by Cogent without any liability, financial or otherwise, to Customer.

24. MISCELLANEOUS. The captions or titles in these Terms and Conditions are for reference only, and shall have no role nor effect in the interpretation or construction of the Proposal or the Agreement, as applicable. Company's failure to insist, on any one or more instances, upon Customer's performance of the Agreement, or to exercise any rights conferred in the Agreement, will not constitute a waiver or relinquishment of such right, or the right to insist upon Customer's performance in any other respect. The partial or complete invalidity of any one or more provisions in these Terms and Conditions, or any other part of the Agreement, shall not affect the validity or continuing force and effect of any other provision. Unless specifically stated otherwise in these Terms and Conditions, Company possesses all other legal and equitable rights that may be found in the applicable law.

ADDITIONAL RENTAL TERMS AND CONDITIONS

1. DEFINITIONS. All Rented Equipment is detailed in the Rental Contract. Rental fees are charged within each 28-day billing cycle. A Rental Day is equal to one calendar day. A Rental Week is equal to seven (7) calendar days. A Rental Month is equal to twenty-eight (28) calendar days. All rental rates ("Scheduled Rates") are outlined in the Rental Contract. The Standby Rate is 75% of the Scheduled Rate. Standby is for a "second" or additional back-up pump to be running only in the event the primary pump cannot operate. If the standby pump operates for any reason other than failure of a primary pump, the Scheduled Rate will apply to the Standby Pump. For diesel equipment, all Scheduled Rates are based on an up to 8-hour per day shift. If diesel equipment is used for a more than eight (8) hours in a day, the Scheduled Rate for the day shall be charged at 150%. If diesel equipment is used for more than sixteen (16) hours in a day, the Scheduled Rate shall be doubled.

2. BILLING CYCLES. Billing cycles on Rented Equipment are defined as follows: 3-7 Days = 1 Week; 8 Days = 1 Week and 1 Day; 9 Days = 1 Week and 2 Days; 10-14 Days = 2 Weeks; 15 Days = 2 Weeks and 1 Day; 16 Days = 2 Weeks and 2 Days; 17-28 Days = 1 Month. Billing cycles for C.O.D. Customers are defined as follows: 3-7 Days = 1 Week.

3. INSURANCE COVERAGES. Customer is responsible for obtaining property coverage at replacement cost of the Rented Equipment. Company d/b/a Velocity shall be included as a loss payee. General liability coverage shall contain limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, a waiver of subrogation and that the insurance is primary and non-contributory to any other available insurance. A copy of the Certificate of Insurance shall be provided to the Customer's contact at Company.

4. ENVIRONMENTAL FEE. Environmental Fee is charged at 1.75% of the Rental Charge for all Rented Equipment.

5. RETURNING RENTED EQUIPMENT. All Rented Equipment shall be returned in as clean as the condition when it was delivered to Customer. If the Rented Equipment is not returned in this manner, a cleaning charge will be added to the final invoice. This cleaning charge will consist of a time and material charge based on the time needed to perform the necessary cleaning, and the required materials

6. OFF RENT CALL CONFIRMATION. For Rented Equipment the Company is picking up, it is the responsibility of Customer to call into the Company's local branch office and obtain an Off Rent - Call Confirmation Number. This call serves as notification that the Rented Equipment is disassembled, properly decontaminated, and staged in one readily-accessible area available for immediate pick-up. Rental and/or labor charges will accrue if the Rented Equipment is not cleaned and staged for removal.

IMPORTANT: Obtaining an Off Rent-Call Confirmation Number does not release Customer from its obligations to safeguard and secure Rented Equipment, including maintaining required Insurance Coverages, while Rented Equipment remains under Customer's care, custody or control, until the return of all Rented Equipment to Company. Customer shall remain responsible for all loss or damage arising from Customer's failure to safeguard and secure Rented Equipment while awaiting pickup, or until returned by Customer to Company.

7. DIESEL EQUIPMENT MAINTENANCE. All diesel engine driven Rented Equipment requires preventative maintenance every 250 hours of runtime. This is the responsibility of the Customer. Company can provide this service at an additional cost. Overdue maintenance fees will be charged when Rented Equipment is returned without proof of preventative maintenance services. Fees will be charged based upon the number of 250-hour maintenance windows missed during the rental, plus any additional damages which may have been incurred due to lack of proper maintenance of the Rented Equipment.

8. FUELING DIESEL EQUIPMENT. Fuel for diesel engine driven Rented Equipment is not part of this Proposal and/or Agreement and is the responsibility of Customer. An auxiliary fuel tank can be provided for an additional charge.

9. COGENT TERMS & CONDITIONS. A complete list of Terms & Conditions can be found at:

https://cogentcompanies.com/tandc/

August 2025