

AGREEMENT
FOR
ENGINEERING SERVICES

This AGREEMENT, between the Norman Utilities Authority (OWNER) and Cowan Group Engineering, LLC, (ENGINEER);

WITNESSETH

WHEREAS, OWNER intends to transfer water rights from existing Wells 17-20 to other operational wells and abandon said wells in accordance with Oklahoma Water Resources Board regulations;

WHEREAS, OWNER will need water rights permitting, final design, bidding, limited construction, and regulatory closeout services (the SERVICES); and,

WHEREAS, ENGINEER is prepared to provide said SERVICES; and.

NOW THEREFORE, in consideration of the promises contained in this AGREEMENT, OWNER and ENGINEER agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be _____.

ARTICLE 2 - COMPLETION DATE

ENGINEER shall complete the SERVICES in accordance with Attachment A, Project Schedule.

ARTICLE 3 - GOVERNING LAW

The laws of the state of Oklahoma shall govern this AGREEMENT.

ARTICLE 4 - SERVICES TO BE PERFORMED BY ENGINEER

ENGINEER shall perform the SERVICES described in Attachment B, Scope of Services.

ARTICLE 5 - COMPENSATION

OWNER shall pay ENGINEER in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1. OWNER-Furnished Data: Upon request, OWNER will provide to ENGINEER all data in OWNER's possession relating to ENGINEER's SERVICES on the PROJECT. Such data may include electronic data available from the OWNER's Geographic Information System (GIS), data generated by OWNER's water distribution system model and existing water quality data. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER. OWNER's data is provided for temporary use or copying by ENGINEER.
- 6.2. Access to Facilities and Property: OWNER will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its SERVICES.
- 6.3. Timely Review: OWNER will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; and transmit OWNER comments or other decisions to ENGINEER in a timely manner.
- 6.4. Meetings: OWNER will participate in monthly progress meetings or other meetings with ENGINEER or contractor(s) defined in Scope of Services.
- 6.5. Advertisements, Permits, and Access: Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal

authorities; and land, easements, rights-of-way, and access necessary for ENGINEER's SERVICES or PROJECT construction.

- 6.6. Hazardous Substances: Unless otherwise provided in this Agreement, Contractor shall have no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons to hazardous material or waste in any form at the Project site. If hazardous substances in any form are encountered or suspected, ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation. ENGINEER will, if requested by OWNER, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend necessary remedial measures at an additional fee with contract terms to be negotiated.

ARTICLE 7 - STANDARD OF CARE

ENGINEER shall exercise the same degree of care skill and diligence in the performance of the SERVICES as is ordinarily possessed and exercised by a professional engineer under similar circumstances. ENGINEER shall correct the SERVICES that fail to satisfy this standard of care. No warranty, express or implied is included in this AGREEMENT or in any drawing, specifications, report or opinion produced pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY AND INDEMNIFICATION

- 8.1 General. Having considered the potential liabilities that may exist during the performance of the SERVICES, the benefits of the PROJECT, the ENGINEER's fee for the SERVICES and in consideration of the promises contained in this AGREEMENT, OWNER and ENGINEER agree to allocate and limit such liabilities in accordance with this Article.
- 8.2 Indemnification and Liability. The ENGINEER agrees to defend, indemnify, and hold harmless the OWNER, its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by a negligent act, error, or omission of the ENGINEER in the performance of services under this Agreement. OWNER agrees to defend, indemnify, and hold harmless the ENGINEER, its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by a negligent act, error, or omission of the OWNER in the performance of services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. The ENGINEER and the OWNER each agree to promptly service notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the ENGINEER shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to OWNER at common law.
- 8.3 Employee Claims. ENGINEER shall indemnify OWNER against legal liability for damages arising out of claims by ENGINEER's employees. To the extent permitted by applicable law, OWNER shall indemnify ENGINEER against legal liability for damages arising out of claims by OWNER's employees.
- 8.4 Survival. Upon completion of all SERVICES obligations and duties provided for in this AGREEMENT or if this AGREEMENT is terminated for any reason the terms and conditions of this Article shall survive.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT ENGINEER shall maintain the following insurance:

- 9.1 Worker's compensation insurance for ENGINEER's employees as required by Oklahoma Workers Compensation Statutes.

- 9.2 Comprehensive general liability insurance with a minimum of \$1,000,000 per each occurrence and \$2,000,000 aggregate.
- 9.3 Comprehensive automobile liability insurance with a minimum of \$1,000,000 combined limit.
- 9.4 Professional Liability (errors and omissions) insurance providing a minimum policy value of \$2,000,000 aggregate.

ENGINEER shall furnish OWNER certificates of insurance that shall include a provision that such insurance shall not be canceled without at least thirty days written notice to OWNER. All PROJECT contractors shall be required to include OWNER and ENGINEER as additional insured on their General Liability Insurance policies.

ENGINEER and OWNER each shall require its insurance carriers to waive all rights of subrogation against the other and its directors, officers, partners, commissioners, officials, agents and employees for damages covered by property insurance during and after the SERVICES. A similar provision shall be incorporated into all contractual arrangements entered into by OWNER and shall protect OWNER and ENGINEER to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

ENGINEER shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the PROJECT; (2) the failure of any contractor, subcontractor, vendor or other PROJECT participant, not under contract to ENGINEER, to fulfill contractual responsibilities to the OWNER or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment B, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since ENGINEER has no control over the cost of labor, materials or equipment furnished by others or over the resources provided by others to meet PROJECT schedules, ENGINEER's opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional engineer. ENGINEER does not guarantee that proposals, bids, or actual PROJECT costs will not vary from ENGINEER's cost estimates.

ARTICLE 12 - REUSE OF DOCUMENTS

Upon OWNER's request ENGINEER shall furnish OWNER with deliverables and/or other data on electronic media. All documents, including but not limited to, drawings, specifications and computer software prepared by ENGINEER pursuant to this AGREEMENT are instruments of Service in respect to the PROJECT. Said documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other PROJECT.

ARTICLE 13 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this AGREEMENT for OWNER's convenience upon written notice to ENGINEER. ENGINEER shall terminate or suspend performance of the SERVICES on a schedule acceptable to OWNER. If termination or suspension is for OWNER's convenience, OWNER shall pay ENGINEER for all the SERVICES performed to date, amount not to exceed the normal fee amount due for the SERVICES rendered and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to ENGINEER's compensation.

ARTICLE 14 - DELAY IN PERFORMANCE

Neither OWNER nor ENGINEER shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this

AGREEMENT, such circumstances include, but are not limited to abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riot and other civil disturbances; strikes, work slowdowns and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or SERVICES required to be provided by either OWNER or ENGINEER under this AGREEMENT.

Should such circumstances occur the non-performing party shall, within a reasonable period after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 15 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

ENGINEER: Sean Fairbairn, PE, CFM - President
Cowan Group Engineering, LLC
7100 N Classen Blvd, Suite 500
Oklahoma City, OK 73116
405-463-3369
sean@cowangroup.co

OWNER: Nathan Madenwald, Utilities Engineer
City of Norman – Utilities Department
225 N Webster Avenue
P.O. Box 370
Norman OK 73069 / 73070
405-366-5426
nathan.madenwald@normanok.gov

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and OWNER.

ARTICLE 16 - WAIVER

A waiver by either OWNER or ENGINEER of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 17 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid Provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision, which is of the essence of this AGREEMENT, be determined void.

ARTICLE 18 – NON-DISCRIMINATION

In connection with the performance of work under this contract, the ENGINEER agrees as follows:

- A. The ENGINEER agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. The ENGINEER shall take affirmative action to ensure that employees are treated without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity

or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The ENGINEER and any companies subcontracted shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Norman setting forth the provisions in this section.

- B. In the event of the ENGINEER's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The ENGINEER may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the ENGINEER.
- C. The ENGINEER agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

ARTICLE 19 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and ENGINEER. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT. This AGREEMENT, including its attachments and schedules, may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

- Attachment A - Schedule
- Attachment B - Scope of Services
- Attachment C - Compensation

ARTICLE 20 - SUCCESSORS AND ASSIGNS

OWNER and ENGINEER each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this AGREEMENT.

ARTICLE 21 - ACKNOWLEDGEMENT.

If ENGINEER has 10 or more full-time employees during the term of this Agreement, and this Agreement has a value of one hundred thousand dollars (\$100,000) or more, ENGINEER hereby represents, warrants, and covenants to the OWNER that, in accordance with and pursuant to 21 O.S. § 1289.31 (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this AGREEMENT.

DATED this _____ day of _____, 20____.

Cowan Group Engineering, LLC

By: *Jeff Cowan*
Title: CEO

ATTEST

Dustin Duncan
Accounting Manager

STATE OF OKla., COUNTY OF OKla., SS:

Before me, the undersigned, a Notary Public in and for said _____ Jeff Cowan _____ of the _____ Cowan Group Engineering, LLC _____, its _____ CEO _____, to me known to be the identical person(s) who executed the foregoing _____ Contract K-2627-13 _____ and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this 29th day of June

My Commission Expires: 5/20/30



Notary Public: *Tony Alexander*

Norman Utilities Authority- OWNER

APPROVED as to form and legality this 7th day of July, 2026.

[Signature]
City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this _____ day of _____, 20____.

ATTEST

By: _____

Title: _____

ATTACHMENT A**SCHEDULE**

ENGINEER shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Task		July 2026	August 2026	Sept 2026	Oct 2026	Nov 2026	Dec 2026
1	Water Rights Transfer						
2	Final Design						
3	Bidding						
4	Limited Construction Administration						
5	Regulatory Closeout						

ATTACHMENT B

SCOPE OF SERVICES

BASIC SCOPE OF SERVICES

The Norman Utilities Authority (NUA) and Oklahoma Turnpike Authority (OTA) entered into an agreement for the EWC-28103A, URA #63 – Water Well and Water Line Relocations project associated with the ACCESS Oklahoma Program improvements. As part of the project, portions of the existing NUA water system facilities, including Water Wells No. 17, 18, 19, and 20, are impacted by the proposed turnpike improvements and require relocation and/or abandonment.

In conjunction with the relocation efforts, NUA has determined that Water Wells No. 17, 18, 19, and 20 will be permanently plugged and abandoned in accordance with Oklahoma Water Resources Board (OWRB) and Oklahoma Department of Environmental Quality (ODEQ) requirements. Additionally, NUA desires to transfer and/or amend the associated groundwater rights allocations from the impacted wells to existing operational wells in order to preserve existing permitted water rights.

The following is the scope of services for the coordination, permitting, regulatory compliance, bidding, plugging and abandonment oversight, and water rights transfer services for the subject project:

Project Management and Coordination

Provide overall project management, coordination, scheduling, and communication with NUA, OTA, OWRB, ODEQ, and other applicable agencies throughout the duration of the project. Maintain project documentation and facilitate coordination necessary for successful completion of the work.

- A. Coordinate with NUA staff throughout the duration of the project.
- B. Coordinate with OTA, OWRB, ODEQ, and other applicable agencies as necessary for completion of the project.
- C. Conduct project management activities including internal coordination, scheduling, progress tracking, and communication.
- D. Prepare meeting agendas and maintain project correspondence and documentation.

Task 1 – Water Rights Transfer

Review existing well records, groundwater permits, and regulatory requirements associated with Water Wells No. 17, 18, 19, and 20. Prepare and coordinate OWRB applications, public notices, agency coordination, and responses necessary to transfer and/or amend groundwater rights to existing operational wells.

- A. Review available well completion reports, historical records, OWRB permits, and operational information associated with Water Wells No. 17, 18, 19, and 20.
- B. Review existing groundwater rights allocations associated with the impacted wells and identify proposed receiving wells for transfer and/or amendment of water rights.
- C. Review applicable OWRB and ODEQ requirements associated with well plugging, abandonment, and water rights transfers/amendments.
- D. Coordinate with NUA regarding operational considerations and permitting strategy.
- E. Prepare required OWRB applications and supporting documentation associated with the transfer and/or amendment of groundwater rights from Water Wells No. 17, 18, 19, and 20 to designated existing operational wells.
- F. Coordinate required public notice associated with the water rights transfer and/or amendment applications.
- G. Respond to public comments or requests for information received during the public notice period.

- H. Coordinate with OWRB staff during agency review.
- I. Respond to one (1) round of agency review comments or requests for additional information.
- J. Provide copies of submitted applications, public notices, agency comments, and approvals to NUA.

Task 2 – Final Plans

Prepare plugging and abandonment plan sheets, technical specifications, front-end bidding documents, and an engineer's opinion of probable construction cost for the abandonment of Water Wells No. 17, 18, 19, and 20 in accordance with applicable regulatory requirements.

- A. Prepare demo, plugging, and abandonment plan sheets for Water Wells No. 17, 18, 19, and 20.
- B. Prepare technical specifications associated with the plugging and abandonment work in accordance with applicable OWRB and ODEQ requirements.
- C. Prepare front-end bidding and contract documents for contractor procurement.
- D. Coordinate with NUA regarding project requirements, OTA specified deadlines, sequencing, and access considerations.
- E. Prepare engineer's opinion of probable construction cost for the plugging and abandonment work.

Task 3 – Bidding Services

Provide bidding phase services including assistance with advertisement, responding to contractor questions, preparation of addenda, attendance at the bid opening, and preparation of a recommendation of award for NUA.

- A. Assist NUA with advertisement and distribution of bidding documents.
- B. Respond to contractor questions during the bidding phase.
- C. Prepare addenda as required.
- D. Attend and assist with one (1) bid opening.
- E. Review submitted bids and prepare a bid tabulation and recommendation of award for NUA consideration.

Task 4 – Limited Construction Administration

The Owner will provide the overall project management and on-site construction inspection for the duration of the project's construction. The Consultant will provide limited construction administration and assist the Owner in monitoring the construction progress for the project.

- A. Participate in a pre-construction meeting.
- B. Review and respond to all requests for information (RFI's).
- C. Participate in monthly progress meetings at the project location (as required).
- D. Review and approve monthly and final pay claims (as required).
- E. Prepare documentation related to change orders and/or contract amendments.
- F. Provide recommendation to accept upon completion of the work in accordance with the contract documents.

Task 5 – Regulatory Closeout

Prepare and submit required plugging reports and regulatory documentation to OWRB and coordinate final closeout documentation associated with the abandonment activities and water rights transfers/amendments.

- A. Review contractor-provided plugging records and materials documentation.
- B. Prepare and submit required OWRB plugging reports and associated regulatory documentation.
- C. Coordinate final closeout documentation associated with water rights transfers and/or amendments.
- D. Provide copies of final permits, approvals, plugging records, and project documentation to NUA.

ATTACHMENT C COMPENSATION

The OWNER will compensate the ENGINEER on a lump sum basis for the SERVICES rendered. The lump sum fee is broken down below by task as defined in the Scope of Services:

Task	Task Description	Total Fee Amount
1	Water Rights Transfer	\$29,900
2	Final Design	\$17,500
3	Bidding	\$7,800
4	Limited Construction Administration	\$6,400
5	Regulatory Closeout	\$6,400
Base Subtotal		\$68,000
Additional Services		\$20,000
Total		\$88,000

ENGINEER may submit interim statements, not to exceed one per month, for partial payment for SERVICES rendered. The statements to OWNER will be by task for the percentage of work actually completed. The OWNER shall make interim payments within 30 calendar days in response to ENGINEER's interim statements.

Additional Services authorized shall be at the discretion of the OWNER. The ENGINEER is not authorized to utilize any funds within Additional Services without prior authorization by the OWNER.