

**AGREEMENT
FOR
ENGINEERING SERVICES**

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

WITNESSETH

WHEREAS, OWNER intends to replace or rehabilitation approximately 32,000 linear feet of sanitary sewer line as shown in Exhibit 1;

WHEREAS, OWNER will need preliminary and final design services, bidding services, limited construction services, and as-built 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: 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 aggregat.

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: Kenneth Giannone, Capital Projects Engineer
City of Norman – Utilities Department
225 N Webster Avenue
P.O. Box 370
Norman OK 73069 / 73070
405-366-5443
kenneth.giannone@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
- Exhibit 1 – Project Location Map

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_____.

COMPANY

By: Jeff Cowan
Title: CEO

ATTEST

San Fabin
PRESIDENT

STATE OF Oklahoma, COUNTY OF Oklahoma, SS:

Before me, the undersigned, a Notary Public in and for said Jeff Cowan [Name of Signatory] of the Cowan Group Eng [Name of Entity Signatory represents], its CEO [Title of Signatory with Entity], to me known to be the identical person(s) who executed the foregoing Engineering Agreement [Name of Executed Document] 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 2nd day of March, 2026.

My Commission Expires: 5/20/26

Notary Public: Tonya Alexander



Norman Utilities Authority- OWNER

APPROVED as to form and legality this 20th day of March, 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		April 2026	May 2026	Jun 2026	July 2026	Aug 2026	Oct 2026 Mar 2028	May2028
1	Preliminary Design							
2	Final Design							
3	Bidding							
4	Limited Construction Administration							
5	As-Built Drawings / Documents							

ATTACHMENT B SCOPE OF SERVICES

General Scope of Services

The Sewer Maintenance Project for Fiscal Year Ending 2024 work are shown on the attached figure provided by the City. The area includes approximately 32,000 linear feet of sewer line and 130 manholes as identified in Exhibit 1. The general scope of services will be to provide engineering services for design, bidding support, construction administration, and record documents.

Task 1 – Preliminary Design

The Engineer will provide preliminary design services for the project based upon City GIS information including:

- Import of City GIS information in CAD design files;
 - Sewer Manholes
 - Sewer Gravity Mains
 - Parcels
- Review of sewer inspection data from Line Maintenance including CCTV, specifically but not limited to:
- Prepare preliminary sewer line replacement design and manhole plan from GIS data (plan view only)
- Prepare property lines from City GIS;
- Preparation of 65% preliminary plans;
- Participate in review meeting with Owner.

Task 2 – Final Design

The Engineer will provide final design services including:

- Incorporate review comments from 65% plan review;
- Prepare construction plans, specifications, and supporting documents for the project; The final construction plans will include, but are not limited to:
 - Title sheet
 - Location map
 - Estimated quantities and pay items
 - General construction notes
 - Construction quantity summary sheets
 - Plan sheets from City GIS (plan and profile sheets only required for open trench sections)
 - Construction detail sheets.
- Participate in review meeting for final plans;
- Incorporate final comments from review meeting; and
- Issue final construction plans and specifications, sealed by the Oklahoma licensed professional engineer, for Owner approval.
- Prepare engineering report per Oklahoma Department of Environmental Quality (ODEQ)
- Prepare and submit ODEQ permit applications, plan view only sheets, and specifications to ODEQ

Task 3 – Bidding

The Engineer will provide bidding services for the project including the following:

- Distribute hard copy plans at cost and electronic plans at no cost to prospective bidders and maintain plan holder list;
- Participate in pre-bid meeting including preparation of agenda and minutes;
- Prepare modifications as necessary for addenda;
- Prepare Engineer's Estimate for the proposed project incorporating addenda;
- Review bids, prepare bid tabulation, and provide contract award recommendation; and
- Provide conformed contract documents in electronic (PDF) format.

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 Engineer will provide limited construction administration and assist the owner in monitoring the construction progress for the project as follows:

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

Task 5 – As-Built Drawings / Documents

Upon completion of construction and acceptance of the project by the owner, the Engineer will:

- Update the original construction plans to reflect the project's actual construction. The as-built plans will reflect the owner provided mark-ups that will be provided by the owner and/or contractor to the Engineer at the final inspection. All changes and deviations from the original construction plans will be highlighted in red ink in accordance with standard drafting practices.
- The Engineer will provide all as-built drawing files, in the most current AutoCAD format, as well as an electronic copy (PDF file format) of the as-built plans and GIS layers for sanitary sewer lines and manholes

Additional Services – Included

The following scope of services shall be approved by Owner prior to proceeding with services.

Topographic Survey & Property Retracement

- Retrace property boundaries (as required)
- Call OKIE locates and survey located features
- Land survey to verify horizontal control, vertical control, land ties according Oklahoma State Plane coordinate system. Provide primary and secondary project control based on available NGS monumentation and/or ties to NGS CORS/OPUS. Project horizontal datum will be NAD1983 projected on Oklahoma State Plane Coordinates South Zone.
- Field topographic land survey for surface features including: manholes, buildings, roads, railroads, drainage features, bridges, culverts, fences, driveways, poles, sidewalks, edge of tree groupings, fire hydrants, manholes, catch basins, existing utilities, etc. Locate above-ground natural and man-made features, including fences, and drainage structures. Existing underground utilities will be shown based upon available records and Call-Okie locates.
- Provide a grid of ground points along with break lines will be collected for the purpose of creating a digital terrain model (DTM) and provide contours at 1-foot intervals from the DTM data.
- Provide tree survey for 18-inch caliper tree and greater (as required)
- Set and identify four (4) benchmarks relative to NAVD 88 for vertical control

- Coordinate underground piping locations and provide a detailed drawing for each pipe to include, but not limited to, depth, size, type, surveyed location of findings.

Plan & Profile Design

Upon completion of the topographic survey, the Engineer will provide the additional design services for the project as follows:

- Prepare plan and profile plan sheets for the sanitary sewer maintenance improvements including existing utility crossings and existing manhole data
- Submit Plan & Profile sanitary sewer plan sheets to ODEQ

Additional Services - Excluded

Other design services that are not strictly identified or specifically associated with the completion of the agreed upon General Scope of Services shall be considered as additional services. Additional services shall include Owner directed work that is clearly outside of the base contract and agreed upon in writing by both parties. The fee structure for additional services shall be negotiated prior to services being rendered. Additional services may include the following, but not limited to:

- Plan Revisions
 - Plan revisions (minor alterations) are expected and therefore are included as part of our services in the base contract. Although, if plan adjustments exceed normal revisions or if a complete redesign is required then additional services shall be negotiated to meet an adjusted scope of services.
- Wastewater modeling
- Phase I environmental study and clearance
- Permit fees for City, County or State
- Daily Construction Resident Engineer or Inspection
- Construction staking
- Easement preparation or staking

**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	Preliminary Design	\$90,000
2	Final Design	\$63,000
3	Bidding	\$9,000
4	Limited Construction Administration	\$12,000
5	As-Built Drawings/Documents	\$8,000
Base Subtotal		\$182,000
Additional Services		
	Topo Survey & Property Retracement	\$45,700
	Plan & Profile Design	\$116,300
Additional Services Subtotal		\$162,000
Total		\$344,000

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.