




**CITY OF NORMAN,
NORMAN UTILITIES AUTHORITY
CLEVELAND COUNTY, OKLAHOMA**

REQUEST FOR PROPOSALS

DESKTOP WATER LINE CONDITION ASSESSMENT

**City of Norman Utilities Department
225 N Webster Ave, Development Center, 73069
Post Office Box 370
Norman, Oklahoma 73070**

RFP-2324-22


Nathan Madenwald
Utilities Engineer



Date



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APPENDIX A – Contract Template



I. INTRODUCTION

A. Requesting Entity Information

The City of Norman (CITY) and the Norman Utilities Authority (NUA) (collectively the OWNER), with municipal offices located at 225 N Webster Ave (73069) – P.O. Box 370, Norman, Oklahoma 73070, is the requesting entity.

B. Overview and Objective

The OWNER is requesting proposals from consultants/firms interested in providing consultant services for a desktop Waterline Distribution System Condition Assessment.

Additional details regarding the project, the proposed schedule and funding information is provided in Section II. One consultant/firm will be selected for this project. Project scope will be initiated as soon as possible after the award of contract.

C. Funding

Funding in the Fiscal Year 2024 has been budgeted for the project.

D. Method of Payment

The selected consultant will submit invoices based upon the percentage completion of each phase or task. It is expected that the work scope for each task will be defined sufficiently to pay the Consultant based on a negotiated lump sum contract amount. The maximum frequency of payment is monthly.

II. PROJECT DESCRIPTION

The City of Norman Distribution system consists of approximately 648 miles of water mains, many of which are in need of repair or replacement due to age, corrosion, and other issues. This project consists of providing a desktop condition assessment for all city-owned water mains for the purpose of prioritizing maintenance and replacement. Management of these assets is necessary to maximize the benefit of waterline replacements. Factors which may be considered are consequence of failure (loss of service, difficulty of repair, damage to property, public image, and regulatory impact) as well as asset condition (age, material, performance, repair history, soil conditions, water quality, and annual maintenance cost).

In general, the desktop condition assessment shall include the following to assess and forecast water distribution system condition, providing a more robust justification for pipeline replacements based on numerous variables:

- Using artificial intelligence (AI) and machine learning (ML) for pipe replacement prioritization and predictive failure modeling, determine which mains represent the highest risks, based on likelihood and consequence of failure.
- Using artificial intelligence (AI) and machine learning (ML), estimate the remaining useful life of water mains and determine appropriate renewal/replacement rates.



- Provide the ability to identify high-risk mains that are candidates for physical condition assessment, rehabilitation, and replacement and to build plans related to each.
- Propose a strategy to periodically update the risk assessment and prioritization.

III. PROJECT REQUIREMENTS

The work scope is envisioned to optimize CIP planning and annual budgeting requirements, and include services generally described in the following sections, though the project may vary somewhat:

A. Data Acquisition

1. Compile records of existing distribution system, including variables containing but not limited to:
 - a) water main pipe diameters;
 - b) water main material;
 - c) water main elevation;
 - d) water main installation date;
 - e) historical leaks and breaks/repair history;
 - f) water pressure;
 - g) soil properties;
 - h) population density;
 - i) paved areas;
 - j) land use (commercial, residential, high-traffic road, undeveloped, etc.);
 - k) temperature;
 - l) and other relevant information sources.
2. Existing data from the NUA's existing GIS will be provided to selected consultant in GIS format or spreadsheet as available. The firm is responsible for providing an acceptable file sharing service for the NUA to upload all existing data.
3. Selected firm will be required to obtain data not stored by the NUA, such as soil property data, population density, and temperature, from other sources. This data and the source(s) used shall be shared with the NUA.

B. Condition Assessment Services

1. Solution must include a data audit and cleaning stage where the OWNER's existing data are reviewed for mistakes, missing data, etc., and results shared with the OWNER via an exception report.
2. Proposer must provide a proof or demonstration that the modeling is accurate. The proof will be provided for the previous full calendar year, the failures for which will be withheld by the OWNER until ranking have been provided by the Proposer to the OWNER.



- a) Solution must demonstrate the ability to predict failure on pipes with no history of failures
- b) Solution must show the ability to consider complex relationships between variables using AI/ML including data sets not provided by the OWNER (not a statistical model using the OWNER's existing data)
- c) Following a successful demonstration, Proposer will integrate any withheld data and perform a new complete analysis that is "forward looking".

3. The proposed solution must include a web-based user interface which must include at a minimum the following tools:

- a) GIS based map for viewing and analysis (must include Esri-based maps natively, without the need for additional integration)
- b) Likelihood-of Failure (LoF) for water mains with the ability to view data both spatially (GIS map) and in tabular form
- c) Consequence-of-Failure (CoF) for water mains with similar functionality to LoF
- d) Business Risk Exposure (BRE) for water mains with similar functionality to LoF
- e) Export function allowing user's to export query results, and all LoF, CoF, BRE, rankings in a GIS compatible format
- f) AI-based Remaining Useful Life for every pipe individually, and for all pipes combined for the next one hundred years with the ability to adjust the pipe size ranges and performance ranges
- g) Custom queries for LoF, CoF, and BRE results for data viewing and analysis within the online platform
- h) A tool to allow targeted selection of geographic areas to perform custom queries over that area
- i) A planning module to help prioritize which pipes need:
 - 1. Replacement
 - 2. Rehabilitation
 - 3. Condition Assessment
- j) Ability to create a management report with saved projects. Report must automatically include:
 - 1. Project cost
 - 2. Project length
 - 3. Project screenshots with GIS information
 - 4. Total cost for all projects
 - 5. Total length of pipe for all projects



- k) Ability to turn on/off layers for:
 - 1. Environmental justice or disadvantage communities
 - 2. Prior Failures
 - 3. Fire Hydrants
- l) Option for the OWNER's engineers to upload new data and run the AI/ML engine on demand
- m) Selected Proposer will provide training on an as-needed basis for the duration of the engagement.
- n) Meetings will be held with OWNER personnel on an as-needed basis throughout the project but will include at a minimum:
 - 1. Kick-off meeting
 - 2. Demonstration Results meeting (refer Section 3.2)
 - 3. Two Training Sessions

C. Consultant/Firm and Solution Requirements

- 1. Minimum of five years of providing AI/ML software and services to U.S. utilities for water main risk modeling and failure predictions
- 2. Minimum of two U.S. utility references of equal or larger size by miles of distribution system.
- 3. Minimum of two U.S. utility references of any size that have competitively compared your solution with at least one other vendor solution.
- 4. Must currently offer a cloud-based user interface (UI) in a SaaS model requiring no locally installed applications other than a standard web-browser.
- 5. Must be a U.S.-based corporation
- 6. Must be a U.S. majority owned corporation
- 7. Must offer AI/ML risk-based prioritization solutions for: Distribution Mains and Service Lines
- 8. Must be a currently active Esri Partner
- 9. **Optional but preferred:** Have the capability to offer a solution to help locate lead services, create service line inventory, and plan for their lead removal if required

IV. REQUEST CRITERIA

A. General Requirements

Proposals must be received by 4:00 P.M., November 30, 2023, 225 N Webster Ave (73069), P.O. Box 370, Norman, Oklahoma 73070.

A duly authorized official of the consultant/firm must sign the proposal. The proposal must be submitted in both hardcopy (2 copies) and electronic format (flash drive). No reimbursement will be made for any cost incurred in preparing the proposal or any cost prior



to a formal award of contract.

B. Prohibited Interest

No member, officer or employee of the OWNER, or member of its governing body during his or her tenure, or one (1) year thereafter, shall have any interest, direct or indirect, in any resultant contract or the proceeds thereof.

C. Equal Employment Opportunities

The consultant/firm 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 consultant/firm 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 consultant/firm shall agree to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions in this section.

D. Insurance Requirements

The consultant/firm will be responsible for obtaining insurance as required by the OWNER and the State of Oklahoma and to protect and hold harmless all city employees and the OWNER from liability in case of accident or injury to persons or property.

At a minimum, the following amounts of insurance are required during the life of the contract:

1. Adequate worker's compensation insurance coverage for consultant's/firm's employees as required by Oklahoma Workers Compensation Statutes;
2. Commercial general liability with a minimum of \$1,000,000 each occurrence; \$2,000,000 aggregate;
3. Comprehensive automobile liability with a minimum \$1,000,000 combined limit; and
4. Professional Liability (errors and omissions) insurance providing a minimum policy value of \$2,000,000 aggregate.

E. Proposal Content

The proposals, at a minimum, shall contain the following elements:

1. Transmittal Letter;
2. Table of Contents;
3. Project Understanding;
 - a. A description in detail of the firm's understanding of the services to be provided and anticipated approach to completing the project as outlined



in this RFP. Include any considerations or evaluations which may be prudent to effectively minimize the project cost, insure timely completion of the project, and more satisfactorily achieve the project goal. Also include any possible challenges that will be encountered and any intended or probable special techniques, services, or approaches to be used for solution. Discuss potential alternate methods. If there are certain tasks that could more easily be performed by OWNER personnel, which would result in substantial cost savings, indicate these savings, but do not include in your cost proposal. Include any assumptions regarding tasks OWNER will perform.

- b. Also include recommendations for consideration not mentioned in this RFP but necessary or desirable for a successful condition assessment project

4. Qualifications;

- a. A general background (Company Name, Address, Telephone);
- b. Project Manager's and other key task managers' background, experience, and credentials. Individuals named as key personnel shall be expected to perform or directly manage actual work on assigned tasks throughout the course of the contract.
- c. Examples of at least three similar projects that are complete or at least 90% complete within the past five years. Projects shall reflect the firm's ability to:
 - (1) Offer risk-based prioritization solutions for distribution mains and water service lines.
 - (2) Predict failures on pipe with no history of failures
 - (3) Consider complex relationships between variables using AI/ML including data sets not provided by the utility. Statistical modeling is not acceptable.
- d. A list of references as identified in Section III, including name, address, email address and telephone number of contact person for similar projects. Include a brief description of work performed

5. Technical approach:

- a. Completion of the work pursuant to Section 3 to provide a successful desktop condition assessment project

6. Cost proposal within separate envelope

- a. Price/mile/year
- b. Include the number of AI/ML analyses per year
- c. Include annual maintenance fees/licensing fees
- d. Include assumptions such as number of seats, price per seat, price for seats with admin credentials



- e. Any relevant discounts
- f. Modified cost structure utilized by the consultant/firm to complete the work

V. SELECTION PROCESS

A. Right to Reject

The OWNER unequivocally reserves the rights to reject any or all proposals, to waive any informality or minor defect, and to award a contract, if any, in the best interest of the OWNER without further explanation or liability to any party.

B. Evaluation Criteria

The OWNER will review responses to this RFP that meet the requirements enumerated and are received prior to the designated closing date. Firms without adequate insurance, in minimum amounts set forth herein, to protect the OWNER's interest may not be considered or evaluated.

Upon review of all qualified firms, the selection committee will, through its own judgment and process, rank all the proposals using the evaluation criteria within Table 1. The highest ranked firms may be asked to make a presentation for further evaluation before a selection is made.

Table 1 – Selection Criteria and Weighting

Ranking Criteria	Possible Points
Qualifications	25
Technical Requirements	30
References/Project Experience	25
Oklahoma Based Office	5
Norman Based Office	5
Price Proposal	10
Total	100

C. Proposals Review Process

The OWNER will review proposals that meet the requirements herein and are received prior to the designated closing date. Consultants/Firms without adequate insurance, in minimum amounts set forth herein to protect the OWNER's interests, may not be considered or evaluated.

Based upon the preceding criteria, a selection committee will review and rank all proposals through its own judgment and process. The highest ranked consultants/firms will then be selected but, at the discretion of the OWNER, may be asked to make a brief presentation for further evaluation. The OWNER will then attempt to complete the contracting process with the highest-rated firm for each project.

D. Proposed Schedule



The estimated schedule for this RFP, selection, and contract award are outlined in Table 2.

Table 2 – Estimated Schedule for RFP, Selection, and Contract Awards

Activity	Completion Date
Issue Request for Proposals	November 2, 2023
Proposals Due	November 30, 2023
Evaluate and Rate Proposals	December 7, 2023
Consultant/Firm Selection (Interviews will extend schedule if needed)	December 21, 2023
Finalize Contract	January 9, 2024
Contract to City Council	January 23, 2024

E. Inquiries

If you have any questions regarding this RFP, please contact Nathan Madenwald, Utilities Engineer by phone at (405) 366-5426 or by email at Nathan.Madenwald@normanok.gov.

AGREEMENT
FOR
ENGINEERING SERVICES

This AGREEMENT, between the Norman Utilities Authority (OWNER) and **CONSULTANT, (CONSULTANT)**;

WITNESSETH

WHEREAS, OWNER intends to _____;

WHEREAS, OWNER _____ (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. OWNER shall indemnify ENGINEER against legal liability for damages arising out of claims by OWNER's employees.
- 8.4 Consequential Damages. To the fullest extent permitted by law, ENGINEER shall not be liable to OWNER for any special, indirect or consequential damages resulting in any way from the performance of the SERVICES.
- 8.5 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: POC
COMPANY
ADDRESS
CITY / STATE / ZIP
PHONE
[EMAIL](#)

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
- 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.

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

DATED this _____ day of _____ 20_____.

COMPANY

ATTEST

By: _____

Title: _____

Norman Utilities Authority- OWNER

APPROVED as to form and legality this _____ day of _____, 20_____.

City Attorney

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

ATTEST

By: _____

Title: _____

ATTACHMENT A
SCHEDULE

ATTACHMENT B
SCOPE OF SERVICES

ATTACHMENT C
COMPENSATION