



## **SCANNER NOTE:**

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ORDINANCE NO. 1708 AC CMS

AN ORDINANCE ACCEPTING THE PROPOSAL OF E.G. & G. ASSOCIATES OF AKRON, OHIO, FOR ENGINEERING SERVICES ASSOCIATED WITH THE DOWNTOWN REVITALIZATION PROJECT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT ACCORDINGLY

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, a majority of all members elected thereto concurring:

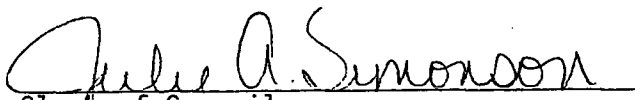
SECTION 1. That the proposal of E.G. & G. Associates of Akron, Ohio, for Engineering Services for the preparation of construction drawings, specifications, and cost estimates for work to be performed in the improvement of a portion of the downtown business area is hereby accepted and the City Manager is hereby authorized and directed to enter into a contract for same, said proposal being attached hereto as Exhibit A and not to exceed a basic engineering cost of \$74,100.00.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of the Council and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance shall take effect at the earliest date allowed by law.

PASSED: 1st Reading - June 6, 1983  
2nd Reading - June 20, 1983 (Tabled)  
3rd Reading - August 15, 1983

ATTEST:

  
Clerk of Council

  
Chairman of Council

POSTED: August 16, 1983

#### NOTICE

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## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made as of the 15<sup>th</sup> day of SEPTEMBER, 1983, by and between the City of Oberlin, Ohio, hereinafter referred to as the "City" and E. G. & G. Associates, Inc. 1236 Weathervane Lane, Suite 205, Akron, Ohio 44313, hereinafter referred to as the "Consultant".

WITNESSETH, that:

WHEREAS, Ordinance No. 1708 enacted by the Council of the City of Oberlin, Ohio, on AUGUST 15, 1983, has authorized the City Manager of the City of Oberlin, Ohio, to enter into a contract for the preparation of construction drawings, specifications, and cost estimates for work to be performed in the improvement of a portion of the downtown business area known as the Oberlin Downtown Improvement Program, hereinafter referred to as the "Project", and

WHEREAS, the Consultant is qualified to perform such service and its landscape architects are registered under the laws of the State of Ohio; and all sub-consulting engineers and surveyors shall also be registered under the laws of the State of Ohio,

NOW THEREFORE, the City and the Consultant in consideration of these premises and the mutual covenants hereinafter set forth, agree as follows:

### SECTION 1 AREA FOR IMPROVEMENTS AND GENERAL IMPROVEMENT ITEMS

Main Street, between the centerline of Vine Street and the centerline of College Street ;

College Street, north of the centerline, from the centerline of Willard Court west for approximately 310 feet;

College Street, south of the centerline between the centerline of Pleasant Street, and the centerline of College Place.

The Consultant will coordinate with the College regarding improvements on their property at the northeast and northwest intersections of College and Main Streets.

#### II. General Improvement Items:

ITEM	DESCRIPTION
Sidewalk, Steps, Ramps	Poured Concrete; Paving Brick and/or Decorative Pavers
Curbs	Poured Concrete
Street Resurfacing	Asphaltic Concrete
Electrical	Underground Electrical Conduits and wiring as required
Landscaping	Shrubbery, Shade Trees, Flowering Trees
Street Furnishings	Benches, Trash Containers, Drinking Fountain, Bollards, Planters, Signage, Bike Racks
Utilities and Miscellaneous	Adjustment of grade elevations of street areas as necessary and replacement of affected pavement Modifications as necessary to storm sewers, sanitary sewers, water lines

**SECTION 2      SCOPE OF SERVICES**

The Consultant shall provide the following services:

- I.    Organize Project Team
  - a) Obtain written notice from the City to proceed.
  - b) E. G. & G. Associates, Inc. ( in house)
  - c) Subconsulting engineers/surveyors - selection by E. G. & G. Associates, Inc. with prior approval of the City
- II.   Prepare Written Project Program
  - a) Prepared after conferring with client and with all disciplines
  - b) Project Program to establish work parameters and restraints for all disciplines
- III. Topographic Survey (Third Order Survey)
  - a) Establish bench marks every 500' based on USC and GS data.
  - b) Establish centerline base lines and reference points, minimum three (3) points per city block. Station street centerline crossings.
  - c) Provide cross section field notes every 25'. Plotted on drawing every 50'.
  - d) Provide exact outline and location of building fronts at walk level, including recessed doors and windows. Station all corners in field notes.
  - e) Provide outline and description of special paving at building entrances and describe its condition.
  - f) Provide outline of basements under walks, depth of basement, and type of construction. Identify meter, furnace and electrical locations if within area under walk. Describe if void under walk is presently in use. In field notes, provide the size of the opening into main basement area.
  - g) Provide width and height of store front canopies projecting over walks and describe materials (canvas, metal, wood, etc.)
  - h) Locate and describe all curbs, walks, streets, power poles, telephone poles, signs, meters, valves, downspouts, plants, monuments, cisterns, inlets, manholes, utilities (above and below grade), stairways, street doors, window wells, and any other fixed appurtenances.
  - i) Provide grades along curbs, top and bottom; centerline of streets; drainage structures; every doorway; top and bottom of steps; and along the fronts of buildings at all changes in grade, alignment or direction of facade. Provide grades at top and invert of sanitary and storm sewers, manholes, catch basins, and for water main valves.
  - j) Inspect with television camera equipment interior of storm and sanitary sewers to determine the condition of the sewer and the need for replacement.
  - 1) Record detailed site information in plan form.

**IV.**

**Prepare Preliminary Contract Documents**

- a) Prepare drawing base sheets
- b) Prepare systems concepts
  - 1. structural
  - 2. mechanical
  - 3. electrical
  - 4. environmental
  - 5. site furnishings
- c) Establish compatibility of all systems incorporated
- d) Prepare outline specifications
- e) Prepare probable project cost
- f) Contact utility companies and public authorities on services and seek their approvals on preliminary plans
- g) Review with property owners' steering committee and interested property owners.
- h) Seek approval of City.

**V.**

**Prepare Final Contract Documents**

- a) Prepare Final Drawings (all plans, details and profiles necessary to build the project.)
  - 1. existing conditions plans
  - 2. layout plans
  - 3. grading plans
  - 4. cross sections and elevations
  - 5. site details
  - 6. landscape plans
  - 7. electrical plans
  - 8. utility plans & details
- b) Prepare Final Specifications
  - 1. general conditions
  - 2. supplementary conditions
  - 3. technical specifications
- c) Check and coordinate all drawings and specifications individually and between disciplines
- d) Prepare construction cost estimates
- e) Prepare and file contract documents, including advertisement for bids, information for bidders, bid conditions, bid form, EEO/AA Compliance forms and statements, and forms for notice of award, agreement, payment/performance bonds, contract approval, wage rates, general conditions, supplementary conditions and specifications.
- f) Review documents with City and seek their approval and authorization to proceed with project bidding.
- g) Ten (10) copies of the Contract Documents will be furnished to the City by the Consultant. Additional copies will be furnished at cost.

**VI. Assessment Work**

- a) Review and check property ownership.
- b) Prepare estimated assessments of the cost of the improvements for each property owner.

**VII. Bidding or Negotiation Phase**

- a) Prepare list of potential bidders and notify them of advertisement of project
- b) Review bidder qualifications
- c) Answer contractors' questions and prepare any necessary addendums
- d) Hold pre-bid conference.
- e) Receive, tabulate and analyze bids
- f) Make recommendation for award after reviewing Contractor's qualifications and present progress report to City.
- g) Notify unsuccessful bidders
- h) Assist the City in preparing all forms necessary for award of contract agreement with Contractor, notice to proceed, and assist in coordination of delivery of these items along with the required bonds and certificates of insurance to officials of City and the Contractor.

**VIII. Construction Phase**

- a) Full-time resident inspection during construction shall be available as a supplemental service if required by the City. Resident inspections shall be provided at the rate of \$22.00 per hour without expenses or \$995.00 per 40 hour week, including per diem expenses.
- b) Attend preconstruction conferences with the City, Contractor, affected utilities, subcontractors, suppliers, and other interested parties.
- c) Review and approve shop drawings, tests, and other submittals required of the Contractor.
- d) Advise the City as to the compatibility of substitute materials proposed by the Contractor.
- e) Issue instructions to the Contractor when the Contract Documents so state this to be the responsibility of the Contractor.
- f) Review and approve payment requests from the Contractor.
- g) From information provided by the Contractor and inspectors, prepare and furnish one set of reproducible record drawings showing significant changes made during construction along with the locations of all underground utilities installed or encountered during construction.

**IX. Final Assessment Work**

- a) Final determination of property ownership.
- b) Final calculation of each property owner's assessment, based on project costs.

**SECTION 3**

**TIME OF COMPLETION**

Preliminary and Final Contract Documents shall be completed in approximately one hundred twenty (120) calendar days, depending upon time required for review and approval by the City. All services of the Consultant shall be completed upon acceptance of the project construction work contemplated herein.

However, the Consultant will be available during the Contractor's guarantee period to analyze problems and make recommendations to the Owner and/or Contractor for the satisfactory resolution of such problems.

**SECTION 4                      COMPENSATION**

The City agrees to pay the Consultant for the services herein set forth a fee based on the following rate schedule with a not to exceed total of \$63,600 for Scope of Services I through VI.

**RATE SCHEDULE SUMMARY:**

Title	Base Pay		Multiplier (2.0)	Profit (10%)	Billing Rate
Administrative and Executive Officers	19	x	2.0	+ 3.80	\$41.80
Senior Landscape Architect or Engineer	15	x	2.0	+ 3.00	\$33.00
Landscape Architect or Engineer, Senior Designer, or Survey Party Chief	12	x	2.0	+ 2.40	\$26.40
Senior Draftsman, Designer Instrument Man	10	x	2.0	+ 2.00	\$22.00
Draftsman, Rod Man	7	x	2.0	+ 1.40	\$15.40

Plus Direct Expenses:            Mileage (20¢ per mile)  
and Printing

<u>Phase</u>		<u>Estimated Cost</u>
I & II.	Organize Project Team and Prepare Written Project Program	\$ 4,000
III.	Topographic Survey	11,500
IV.	Prepare Preliminary Contract Documents	20,500
V.	Prepare Final Contract Documents	26,100
VI.	Assessment Work	<u>1,500</u>
	Total	\$63,600
VII.	Bidding Phase	\$ 3,000 (if authorized by the City in writing)
VIII.	Construction Phase	6,000 (if authorized by the City in writing)
IX.	Final Assessment Work	1,500 (if authorized by the City in writing)



**SECTION 5 METHOD OF PAYMENT**

Payment of the professional fee shall be made monthly in proportion to services performed on an hourly basis upon the rate schedule established in Section 4.

No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages or other items withheld from payment to construction firms.

If the project is suspended for more than three months, or abandoned in part or in whole, the Consultant shall be paid his full compensation for services performed prior to receipt of written notice from the City of such suspension or abandonment.

**SECTION 6 REVISIONS TO THIS AGREEMENT**

The City may request changes in both scope and amount of services of the Consultant to be performed hereunder by the Consultant. Such changes as mutually agreed upon by and between the parties shall be reduced to writing and approved by both parties prior to undertaking such changes. Any increase or decrease in the amount of payment to the Consultant arising out of such change shall likewise be in writing and approved by the parties prior to the commencement of the change work.

**SECTION 7 SUPPLEMENTAL SERVICES**

Supplemental services required by the project and authorized by the City shall be paid for by the City as mutually agreed to by the Consultant; such as:

- a) Providing design services relative to future facilities, systems, and equipment which are not intended to be constructed as part of the project.
- b) Making major revisions in drawings, specifications, or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of the Consultant.
- c) Providing professional services made necessary by the default of the Contractor or by any major defects in the work of the Contractor in the performance of the Construction Contract.
- d) Services for full time inspection during construction.
- e) Services to modify or upgrade traffic signalization.

**SECTION 8 ACCESS TO RECORDS**

The Consultant shall have reasonable access to pertinent public records as are available to the City and applicable to this project.

The City shall at all times have access to the work and plans of the Consultant for the purpose of inspection.

The City shall co-operate with the Consultant in obtaining necessary information and approvals from the private bodies having charge of the utilities affected by the project.

**SECTION 9 FEDERAL, STATE AND CITY LAWS**

The Consultant shall comply with all Federal, State and City laws and ordinances applicable to the work to be done under this agreement.

**SECTION 10 ENDORSEMENT**

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under local and state laws to perform such work.

**SECTION 11 CONSULTANT'S ACCOUNTING RECORDS**

Records of the Consultant's direct personnel and records of accounts between the City and the Consultant shall be kept on a generally recognized accounting basis and shall be available to the City at mutually convenient times.

**SECTION 12 TERMINATION OF AGREEMENT**

This agreement may be terminated by either party after any phase of the work upon written notice. In the event of termination, the Consultant shall be paid his compensation for services performed to termination date.

**SECTION 13 OWNERSHIP OF DOCUMENTS**

Drawings and specifications as instruments of service shall become the property of the City whether the project for which they are prepared is executed or not.

**SECTION 14 EQUAL OPPORTUNITY**

During the performance of this agreement, the Consultant agrees to act as follows:

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Consultant will take affirmative action to insure that applicants are employed, and that the employees are treated, during their employment, without regard to race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, advertising; layoff or termination; rates of pay or other

forms of compensation; any selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin. The Consultant shall also abide by the terms and conditions of Ordinance 951 ACCMS of the City of Oberlin, "Affirmative Action Procedures", attached hereto and incorporated herein.

**SECTION 15**      **INSURANCE**

The Consultant shall comply with the Worker's Compensation Law of the State of Ohio and shall carry at least the following minimum sums of insurances:

Public Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000) for injuries, including those resulting in death to any one person and in an amount of not less than One Million Dollars (\$1,000,000) on account of any one accident or occurrence.

Property damage insurance in an amount of not less than One Million Dollars (\$1,000,000) from damages on account of any one accident or occurrence. Said insurance shall be maintained in full force and effect during the life of this agreement and shall protect the Consultant, its employees, its agents or representatives for damages for personal injury and wrongful death and damages to the property in any manner from the negligence or wrongful acts of the Consultant, its employees, agents or representatives in the performance of the project covered by this agreement.

Errors and omissions insurance shall be carried and kept in full force and effect by the Consultant during the life of this agreement in an amount not less than One Million Dollars (\$1,000,000) for damages resulting from mistakes or omissions in the professional services rendered by the Consultant under this agreement.

Certificate of such insurance showing the above specified amounts shall be furnished to the City upon request prior to the beginning of the work under this agreement.

**SECTION 16**      **WORK COMMENCEMENT**

The Consultant shall commence work at the direction of the City Manager.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written. The Consultant and City have hereunder affixed their signatures to duplicate copies of this agreement, each of which shall be deemed an original.

WITNESS:

CITY OF OBERLIN, OHIO

Larry Funk  
Julie Simonson

By: Dale S. Sugerman

Larry Funk  
Julie Simonson

E. G. & G. Associates, Inc.

By: [Signature]  
Authorized Officer

E. G. & G. Associates, Inc.  
1236 Weathervane Lane, Suite 205  
Akron, Ohio 44313

Approved as to form and  
correctness:

Eric R. Sevens  
Director of Law

CERTIFICATE OF DIRECTOR OF FINANCE

I hereby certify that certificates will be furnished on payment orders issued by the City of Oberlin under this contract, and that sufficient money is in the Treasury or in the process of collection to the credit of the appropriate fund or division to discharge the City's obligation under this contract, as authorized by Ordinance No. \_\_\_\_\_.

[Signature]  
Auditor

EQUAL OPPORTUNITY EMPLOYMENT  
ASSURANCE OF COMPLIANCE

E. G. & G. Associates, Inc.

(hereinafter called "Bidder")

HEREBY AGREES THAT IT will comply with Title VI of the Civil Rights Act of 1964 (P.S. 88-352) to the end that in accordance with Title VI of that Act and the regulation, no person in the United States shall, on the ground of race, color, creed or national origin be excluded from employment by the Bidder and hereby gives assurance that it will immediately take any measure to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of complying with the Equal Opportunity Employment section in the Instructions to Bidders and to generally qualify the Bidder for award of the contract. The bidder recognizes and agrees that such contracts or purchase agreement will be extended in reliance on the representations and agreements made in this assurance, and that the City shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Bidder, its successors, transferees, and assignees. Furthermore, the person whose signature appears below is authorized to sign this assurance on behalf of the Bidder.

September 15, 1983

DATE

  
SIGNATURE

Vice - President

TITLE

E. G. & G. Associates, Inc.

FIRM

OFFICE OF THE CITY MANAGER  
CITY OF OBERLIN  
MUNICIPAL BUILDING  
OBERLIN, OHIO 44074

EQUAL EMPLOYMENT OPPORTUNITY REPORT

I. INSTRUCTIONS

- A. **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT:** This form is designed to provide an evaluation to your policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex or national origin.

Ordinance 951 AC CMS of the City of Oberlin and the rules and regulations pursuant thereto provide for contract compliance inspection of personnel policies and practices related to any contract with the City including contracts for work, labor, services, supplies, equipment, materials, leases, concession agreements, and permits.

- B. **BIDDER PERFORMANCE:** Completion of this Bidder Employment Practices Report is one of the steps which demonstrates compliance with the City's Equal Employment Opportunity Program. Responsibility for demonstrating compliance with this Program by the contractor and his subcontractors rests with the contractor or subcontractor. Such demonstration is a prerequisite for continued eligibility for bidding on City of Oberlin contracts.

- C. **FILLING THIS REPORT:** Return this completed report along with other appropriate bid documents to OFFICE OF THE CITY MANAGER, 95 South Main Street, Oberlin, Ohio 44074.

II. BIDDER INFORMATION

1. Reporting Status

☒ Prime Contractor      ☐ Prime Subcontractor      ☐ Supplier  
☐ Other (Specify)

2. Name, address and telephone number of Bidder covered by this report  
E. G. & G. Associates, Inc., 1236 Weathervane Lane, Suite 205, Akron, Ohio 44313  
(216) 836-9768

3. Name, address, and telephone number of Principal Official or Manager or Bidder  
(same as no. 2)

4. Name and address of Principal Office or Bidder  
(same as no. 2)

5. Contracting City Agency (or Agencies)  
Office of the City Manager, City of Oberlin

6. Signature and Title of Bidder's Authorized Equal Employment Opportunity Representative John Grossmann

*John Grossmann, Vice - Pres.*

Date 9/15/83

EVALUATION (leave blank)

☐ Compliance

☐ Non-compliance

☐ Follow-up

The bidder will indicate his willingness or unwillingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Oberlin by encircling the applicable letter to the left of each item below. The letters are to be interpreted as follows:

- A - This is now a practice of the Company.
- B - The Company will adopt this policy.
- C - The Company cannot or will not adopt this policy. (If C is circled, state reason. Use separate sheet if additional space is needed.)

It is understood that the company's willingness to participate in the Equal Employment Opportunity Program will be evaluated by the Office of the City Manager. This evaluation will directly influence our decision on the qualifications of each bidder and is an integral part of your bid.

Circle One	Items	State reason if (C) is circled
(A) B C	1. The company will adopt a policy of non-discrimination on the basis of race, religion, color, sex or national origin with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment.	
(A) B C	2. The company will assign responsibility to one of its officials to develop procedures which will assure that this policy is understood and carried out by managerial administrative and supervisory personnel.  <div style="display: flex; justify-content: space-between;"> <div> <i>John Goodman</i>  Official's Name </div> <div> Vice-President  Title </div> </div>	
(A) B C	3. The Company will state its non-discriminatory policy in writing and communicate it to the following :  a. All employees b. All recruitment sources c. All relevant employee organizations including labor unions d. All subcontractors	
(A) B C	4. The Company will use recruitment sources such as employment agencies, unions, and schools which have a policy of referring applicants on a non-discriminatory basis.	
(A) B C	5. The Company will sponsor or finance educational or training programs for the benefit of employees or prospective employees without regard to race, religion, color, sex, or national origin.	
(A) B C	6. Company recruiters will seek a broad recruitment base in order that a representative cross-section of applications might be obtained; and will refrain from a hiring policy which limits job applicants to persons recommended by company personnel.	

Circle One	Items	State reason if (C) is circled
<input checked="" type="radio"/> A <input type="radio"/> B <input type="radio"/> C	7. The Company will take steps to integrate any positions, departments or plant locations which have no minority persons including Negroes or are almost completely staffed with one particular ethnic or racial group.	
<input type="radio"/> A <input type="radio"/> B <input type="radio"/> C	8. Answer only if you are a Construction Contractor. In order to achieve an integral work force the Company will employ minority workers, including Negroes, in each trade and/or implement an affirmative action program satisfactory to the Office of the City Manager, City of Oberlin.	
<input checked="" type="radio"/> A <input type="radio"/> B <input type="radio"/> C	9. The Company will review its qualifications for each job to determine whether such standards eliminate unemployed persons who could, if hired perform the duties of the job adequately. The following qualifications should be reviewed:  a. education                      c. tests b. experience                    d. arrest records	
<input checked="" type="radio"/> A <input type="radio"/> B <input type="radio"/> C	10. Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company.	
<input checked="" type="radio"/> A <input type="radio"/> B <input type="radio"/> C	11. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.	



## IV. EMPLOYMENT DATA

Please note that this data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or local law. All specified data are required to be filled in by law.

Job Categories	ALL EMPLOYEES				MINORITY GROUP EMPLOYEES							
	Total Male & Female	Male	Female		MALE				FEMALE			
					Negro	Oriental	American Indian	Spanish American	Negro	Oriental	American Indian	Spanish American
Official, Managers Supervisors	4	4										
Professionals	3	3*										
Technicians	1	1										
Machine Workers												
Office and clerical	1		1									
Craftsmen (Skilled)												
Operatives (Semi-skilled)												
Workers (Unskilled)												
Service Workers												
Apprentices												
TOTAL	9	8	1									
Employment from previous report (if any)												

REMARKS: Use this space to give any identification data appearing on last report which differs from that given above, explain major changes in employment, changes in composition of reporting units, and other pertinent information.

\* One professional hired in 1983 is physically handicapped (that is, deaf from birth).

## V. ADDITIONAL INFORMATION (OPTIONAL)

Describe any other actions taken which show that all employees are recruited, hired, trained, and promoted without regard to their race, religion, color, sex, or national origin. Use separate sheet if additional space is needed. This is the written policy of E. G. & G. Assoc., Inc. It is stated in and distributed through the Employee Handbook of Policies and Procedures.

When new employees are needed, a minority search is conducted through phone calls to appropriate departments at colleges and universities and through contacts with State and National professional organizations.

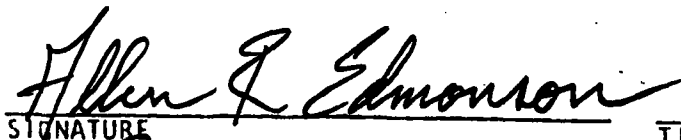
The undersigned certifies that he is legally authorized by the bidder to make the statements and representations contained in this report; that he has read all of the foregoing statements and representations and that they are true and correct to the best of his knowledge and belief. The undersigned, understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated intentions or objectives, set forth herein, without prior notice to the Office of the City Manager, the bidder will be subject to the loss of all future awards.

E. G. &amp; G. Associates, Inc.

September 15, 1983

FIRM OR CORPORATE NAME

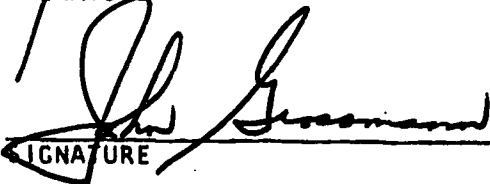
DATE OF SIGNING



SIGNATURE

President

TITLE



SIGNATURE

Vice - President

TITLE

VI. DESCRIPTION OF OCCUPATIONAL CATEGORIES

Officials, managers and supervisors - Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for executing of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers, and superintendents, salaried foremen who are members of management, purchasing agents and buyers, and kindred workers.

Professionals - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants, and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dieticians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientists, physicians, social scientists, teachers, and kindred workers.

Technicians - Occupations requiring a combination of basic scientific knowledge and manual skills which can be obtained through about 2 years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: draftsmen, engineering aides, junior engineers, mathematical aides, nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic physical sciences), and kindred workers.

Sales workers - Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and salesman, insurance agents and brokers, real estate agents and brokers, stock and bond salesmen, demonstrators, salesman and sales clerks, and kindred workers.

Office and clerical - Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly nonmanual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers and office boys, office machine operators, shipping and receiving clerks, stenographers, typists, and secretaries, telegraph and telephone operators and kindred workers.

Craftsmen (Skilled) - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades hourly paid foreman and lead men who are not members of management, mechanics and repairmen, skilled machine occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors and tailoresses, and kindred workers.

Operatives (Semi-skilled) - Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

Laborers (Unskilled) - Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require the application of little or nonindependent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm), and grounds keepers, longshoremen and stevedores, lumbermen, raftsmen and wood choppers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

Service Workers - Workers in both protective and nonprotective service occupations. Includes: attendants (hospital and other institution, professional and personal service), barbers, charwomen and cleaners, cooks (except household), counter and fountain workers, elevator operators, fireman and fire protection, guards, watchmen and doorkeepers, stewards, janitors, policemen and detective, porters, waiters, and waitresses, and kindred workers.

Apprentices - Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a Federal or State Agency.