

# **Northern California Indian Development Council, Inc.**

## **Request for Qualifications**

## **Historic Architectural Consultant Services**

## **Carson Block Building Located in Eureka, CA**

## **RFQ # 02 - 101**

**Date of Issue: March 20, 2014**

**Proposal Due Date: April 18, 2014**

## INVITATION FOR PRE-QUALIFICATIONS

### I. INTRODUCTION

The Northern California Indian Development Council (“Owner”) is soliciting Statements of Qualifications for the selection of a Architectural firm for Historic Architectural Services for the Carson Block Building Restoration (“Project”), in accordance with the terms, conditions, and requirements set forth in this Request for Pre-Qualifications. The Project is located at the Owner’s building: 241 F Street, Eureka, California, 95501.

The Owner will review the submitted Pre-Qualifications to select the most qualified candidates. The top candidate will be asked to submit a fee proposal and timeline. Should the top candidates fee proposal and/or timeline not meet the needs of the project the next qualified candidate will be asked to submit a proposal and timeline until a Firm is selected.

Please note that Consultant would be working with the architect-of-record and the engineer-of-record and that there is an existing schematic design drawing set that would be used as the basis for the work and there is a Historic Structures Report.

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary.

Proposals must be binding for a period of ninety - (90) calendar days from the date they are opened.

Final contact negotiations will be dependent on the availability of project funding. Notice of funding availability to be confirmed in mid April.

Original sealed Pre-Qualifications must be received by **5:00 PM (PST)** on April 18, 2014; there will be no exceptions. Pre-Qualifications that are faxed, e-mailed or received after the deadline will be deemed nonresponsive, regardless of the date of postmark. Pre-Qualifications can be hand-delivered or sent via USPS or courier service to:

Terry Coltra, Executive Director  
Northern California Indian Development Council, Inc.  
241 F Street  
Eureka, CA. 95501

### II. GOAL OF THE PROJECT

To develop all aspects of façade rehabilitation of the CBB including drawings (Design Development through Construction Documents), all planning, condition verification, construction administration, which meet the Secretary of the Interior’s Standards for the Treatment of Historic Properties. Securing Historic Tax credits for the project is critical to the success of the project. The majority of the work is focused on the façade rehabilitation but the Historic Architect would also consult on issues related to preservation in relation to the seismic retrofit of the building.

### **III. RULES OF PREPARATION & INQUIRIES**

All proposals must follow the rules, as stated herein and the format established within this document. Adherence to these rules will ensure a fair and objective analysis of all pre-qualification documents. Failure to comply with any portion of this request may result in rejection of a submittal.

All Requests for information are to be in writing via email, no responses will be relayed verbally. Questions regarding this RFQ should be submitted in writing to Kathie Hamilton Gentry at [kathie@ncidc.org](mailto:kathie@ncidc.org). Answers to questions posed will be posted in writing at [www.ncidc.org](http://www.ncidc.org) for all potential bidders to read. Please check the webpage often to see if there are any responses to questions that will assist you in the development of your bid. The last day to submit questions is Wednesday, March 31, 2014 and questions will be answered no later than Thursday, April 3, 2014.

### **IV. SUBMISSION OF PRE-QUALIFICATIONS**

Please prepare and submit one (1) original and two (2) copies of your pre-qualification submission. Please seal and clearly print on envelope: "RFQ – Carson Block Building Historic Architect."

All costs for the preparation of the RFQ shall be borne by the proposing Firm.

### **V. CONTENTS OF PRE-QUALIFICATION PACKAGE**

#### **Application for Qualification (documents to submit)**

- Letter of Interest
- Firm's Information
- Minimum Qualifications of Project Principal
- Comparable Projects
- Response to Questions
- Attachment – CDBG Standard Contract & Proposal Language

### **VI. MINIMUM QUALIFICATIONS AND SPECIFICATIONS**

#### **A. The Firm must provide the following information in order to be considered:**

- Name of Firm
- Three (3) references for Firm
- Background information on the Firm
- A list of Firm's projects
- When Firm is available to begin project
- Percentage of time the Firm is able to devote if project starts immediately
- Timeline for Scope of Work (see SOW below)
- It will be necessary for the selected firm to be able to start work immediately and complete the work, including construction drawings and specifications in order to solicit for a general contractor to start construction in September of 2014
- Firm's experience with United States Parks Service Application Parts 1, 2 & 3

- Any additional information the Firm believes the CBB management team would find useful when considering the Pre-Qualification package

**B. Project Principal:**

- Needs to meet 36 CFR Part 61 “Professional Qualifications Standards” of the Secretary of the Interior’s Standards for the Treatment of Historic Properties.
- Must be licensed to practice architecture in the State of California.
- Will have experience and familiarity with commercial buildings from the late 19<sup>th</sup> to early 20<sup>th</sup> centuries.
- Will have construction administration of historic rehabilitation projects
- Will have experience with federally funded project with 106 review and downtown façade rehabilitation project using CDBG funding
- Project experience working with non-profit organizations
- Experience working with Historic Building Code

**C. Comparable Projects**

Provide information on projects completed or currently in progress that demonstrate your organization’s experience with projects of similar scope, size and complexity. Please label responses consistent with the categories listed below and include project name, location, and year of completion, square footage, and owner contact information.

List at least three (3) relevant projects that include as many of the following components and project types, as applicable:

- Within the last five (5) years
- Facilities with a minimum of 50,000 gross square footage area and construction costs up to \$ 10,000,000
- Historic renovation projects
- Seismic retro-fit projects (unreinforced masonry)
- Experience with California State Office of Historic Preservation standards and processes
- Experience working under the Secretary of the Interior’s Standards
- Project that Firm worked as a member of a collaborative team (example: lead architect and engineer from other firms)
- Clearly identify the relevance of each project to the CBB and be specific as to the nature of any self-performed work and the role of your organization in the management of the overall project

**D. Project Management Expertise**

Indicate how your organization has managed, directed or participated in projects of similar scope. Indicate your organization’s management structure, lines of authority and hierarchy. Provide information on how schedules, costs, and quality are maintained throughout a project. Indicate how communications between the various stakeholders (Owner, lead architect, engineer, tenants and inspectors) and the General Contractor are managed to ensure all project

requirements are addressed and met. This should include both on-site personnel and home office staff.

#### **E. Quality Control**

Describe the philosophy your firm used when designing plans for the rehabilitation of a historic structure and your approach to quality control. As a team member, describe how you would coordinate and communicate with subcontractors and other tradespersons to assure that the methodology selected is used and that plans are followed in order to reach the desired outcome. How does your firm educate contractors, subs and other tradespersons on how to protect, catalog, remove, store and re-install historic materials?

#### **F. Key Personnel**

Provide proposed key personnel's qualifications, experience, and length of employment with company, and training to competently manage this project. Key personnel shall include project principal, project manager, architectural historian and architectural conservator having overall project responsibility. Provide an overview of how your organization intends to structure on-site management operations and work with the Owner, project team, which includes lead architect and engineer, specialty subcontractors and Owner representatives during the design and construction of the project.

#### **G. Time Management**

Describe your firm's approach to time management. How do assure that critical tasks get completed especially if one task is dependent on another to move the project forward? How will you prioritize tasks, if working on multiple projects and assure us that our job is getting the attention deserves and will come in on time and on budget?

### **VII. PROJECTED RFQ TIMELINE**

- March 20, 2014 – RFQ issued
- April 18, 2014 – Due by 5:00 pm PST**
- April 22, 2014 – Public opening of Proposals (time to be announced)
- April 25, 2014 – Most qualified Consultant selected and notified
- April 30, 2014 – Selected Consultant submits price proposal and negotiations begin

If negotiations with the selected firm are unsuccessful, this process is repeated with the next highest-ranked firm, until a fair and reasonable priced contract is negotiated and awarded.

### **VIII. RIGHT OF NCIDC TO REJECT PRE-QUALIFICATION PACKAGES**

The NCIDC reserves the right to reject or cancel any and all RFQ submissions or any part of any submissions, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as NCIDC may deem necessary in its best interest.

### **IX. CONTRACTUAL OBLIGATIONS**

*Indemnification and Insurance* – The successful Firm shall indemnify and hold NCIDC and its officers, agents, employees and assigns, harmless from any liability imposed for injury whether arising before or after completion of work hereunder, or in any manner directly or indirectly

caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed, in whole or in part, by reason of any act or omission, including strict liability or negligence of vendor, or of anyone acting under Firm's direction or control or on its behalf, in connection with or incident to, or arising out of the performance of this contract.

The successful Firm shall maintain and shall require all of its subcontractors to maintain general aggregate insurance with limits of not less than \$1,000,000 per accident.

*Debarred/Ineligible Contractors* – [45CFR74.44], Executive Order 12549. The NCIDC will ensure that awards are not made to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension".

## **X. BACKGROUND INFORMATION & PROJECT DESCRIPTION**

### **Organization Background Information:**

The Northern California Indian Development Council (NCIDC) was incorporated as a non-profit 501 (c)(3) organization in 1976. NCIDC is a membership corporation currently comprised of 13 Member Organizations including federally recognized Tribes; non-recognized Tribes; American Indian community associations, and, American Indian nonprofit service organizations. The Corporation is governed by a 9 member Board of Directors (Governing Council) elected from the delegates appointed by the Member Organizations as their representatives.

The Mission from the beginning of this corporation has been to promote the social and economic well being of American Indian people residing in the primary service area of Humboldt, Del Norte, Siskiyou, and Trinity counties of Northwestern California. The primary and specific purposes of this corporation are: to research, develop, and administer social, educational, and economic development programs designed to meet the needs of American Indian communities; and to provide support and technical assistance for the development of such programs in addition to working to conserve and preserve historic and archaeological sites and resources. Since this modest beginning NCIDC has evolved into a statewide service delivery agency and has administered an average of \$7 million annually in state, federal, and private funded programs on behalf of American Indian communities.

NCIDC has three offices: Crescent City - Del Norte County, Yreka - Siskiyou County, with the headquarters in Eureka (Humboldt County). The Carson Block Building was purchased by NCIDC in 1986 and has been the corporation's headquarters since that time.

Detailed information about NCIDC is available on the corporation's website: [www.ncidc.org](http://www.ncidc.org)

### **Project Description:**

Located on the corner of 3rd and F Streets in Eureka's Historic Old Town District, the three-story, 140 by 110 foot Carson Block Building (CBB) is surrounded by both 19th and early 20th century architecture as well as modern commercial buildings. Redevelopment funding has restored many of these 19th and turn-of-the-century commercial buildings in the waterfront area.

The original eclectic exterior of the building, described as the Queen Anne style with

Richardsonian Romanesque and Sullivanesque relief ornamentation, had round turrets on three of the building's corners. The turrets span the second and third floors and provide additional light to the once oil lamp lit offices. The turrets overhang the sidewalk and with the multiple bay windows give the building a pleasing profile. The south and west facades were a combination of materials; brick on the lower story; wood on the bays, towers, and pilasters; terra cotta ornamentation surrounds the first floor windows on the south side, pilaster capitals, between the second and third story windows, on the spring of the brick arches, and around lower story 3rd street windows; and a concrete material just below the frieze that was removed in the early 1900 and replaced with beadboard. The remaining two facades were the exterior theater walls and ran along Opera Alley on the north and abutted other buildings on the east and were made entirely of brick.

The second and third floor offices are arranged along 3<sup>rd</sup> and F streets forming an "L" shape. Each office is large and has expansive windows. Most have adjacent offices accessible through a private entrance and divided by a bank of windows that allow light to come through. Gas lamps lighted the entire building making the window design critical. Most offices have both a three-window bay and a large arched window. Many dentists had offices in the building and especially in the turreted spaces, as it gave them optimal light. The offices are separated from the theater by wide hallway that is decorated with beautiful French oak on the stairs, wainscoting and balustrades and an oak veneer wainscoting that stands more than half way up the hall walls.

The Ingomar Theater was tucked into the northeast section of the building and spanned both floors with 59-foot ceilings. The Ingomar was said to be the most opulent, elegant theater between San Francisco and Portland. The interior of the theater was highly ornate; with plaster flower and vine designs, cherub faces, intricate plaster relief embellishments were designed on the archways, the ceiling and the proscenium arch façade. Raised box seats and gallery boxes surrounded the stage on either side and were decorated with brass railings, rich fabrics and private entrances. There was a large balcony at the back of the theater that provided more seating. The ceilings were beautifully ornamented with plaster relief and a huge medallion was the backdrop for the magnificent chandelier that hung from the ceiling.

Major alterations have occurred throughout the building over the course of the last 65 years including the removal of the handsome ornamentation on the frieze, pilasters, and between the upper story windows. In the mid 1940s the brick arches at the northwest corner were taken out and some of the archways in the alley were cemented closed. The plate glass windows on the street level were filled-in with glass bricks. Between 1946 and the early to mid 1950s the building was "modernized" by stuccoing the exterior. The stucco covered the historic materials rather than removing them except some of the terra cotta around the windows is believed to have been chipped down to hide any protrusions.

Following a change in ownership in 1957, the building suffered its final major alterations. The turret at the corner of 3rd and F streets was removed and replaced with a sign. Both exterior upstairs entrances were relocated and the theatre dismantled and converted into a warehouse and showroom for the downstairs furniture store. A floor was built to dissect the second and third floors of the theater; doubling the storage area. The ornate ceiling and walls of the third floor theater are the only remnants of the once-elegant opera house/theater.

## **XI. PROJECT PHASES AND REQUIREMENTS**

Although the building has suffered major exterior alterations, rehabilitation could return the historic integrity to the structure. There are two phases to this project. Phase IA entailed the replacement of the roof and seismic upgrades within the roofing system. The roofing phase is close to completion. Phase IB construction is scheduled to begin by September 2014 and includes the major seismic retrofit work and the rehabilitation of the facade. The Carson Block project has been working with an architect and engineer for several years to develop the most structurally sound design that does not interfere with the historic appearance of the building. There will be no exposed structural bracing and what will be added structurally will be hidden in the walls. This is a more expensive approach but it is the owners wish to preserve the buildings character as much as possible. Following the Secretary's Standards to assure receipt of Historic Tax Credit is critical to the success of the project, therefore the firm selected must have extensive experience working on projects that the National Park Service's and the State Office of Historic Preservation's standards were strictly followed.

Along with the seismic work required, it is the objective of NCIDC to completely rehabilitate the Carson's façade to its original 1920's look including replacing the corner turret, removing the stucco and glass bricks, the reconstruct of the ornate panels, restoring the exterior window frames, reinstalling the brick archways and the original storefront designs. A Historic Structures Report has been completed, which outlines the current conditions and recommendations.

The roof and roof seismic structure phase of the project is close to completion. The next phase is scheduled to begin in September 2014. The Theater is not part of this phase of the project but seismic work will take place in the theater area that could potentially interfere with the historic elements in that space and the firm hired will work with the engineer and contractor to assure that the Secretary's Standards are followed.

Please note that this project has received funding for two California Cultural and Historical Endowment Grants, which have regulations and deadlines that we must meet in order to receive the funding. Additionally, the project is in the last stage of approval for the California Department of Housing and Community Development (HUD Funds) Community Development Block Grant program funding. This program has very explicit rules and regulations that we will be required to follow. It is a benefit if the firm has experience with these types of funding sources.

## **XII. SCOPE OF WORK**

The project Firm will evaluate and document the following:

### **1. Design Development Drawings**

- Floor Plans
- Exterior Elevations
- Building Plans
- Outline Specifications

## **2. Construction Drawings**

- Demolition Plans
- Floor Plans
- Elevations
- Turret, storefront, arched entry, bays
- Windows and Doors
- Storefront
- Wood Repair, Rehabilitation and Replacement
- Masonry Repair and Replacement
- Exterior Detail

## **3. Specifications**

- Historic Preservation Treatment Procedures
- Historic Materials Removal and Dismantling
- Selective Demolition
- Glass-Fiber Reinforced Concrete
- Historic Masonry Cleaning, Repair and Repointing
- Terra Cotta Masonry Repair
- Historic Decorative Metal Cleaning and Repair
- Historic Wood Repair
- Finish Carpentry
- Weather, Sealants and Insulation
- Roofing Treatment for Bay Windows
- Historic Treatment of Wood Doors and Windows
- New Doors
- Storefronts and Entrances
- Glazing
- Historic Treatment of Plaster, Plain Painting
- Cement Plaster Pebble-Dash Stucco
- Exterior Painting
- Staining and Transparent Finishing

## **4. Other**

- On-site and Phone Conference Calls/Meetings
- Oversight/Responsibility for the Proper Care and Treatment of Historic Materials
- Research of Historic Materials and Acceptable Replacement Materials
- Assure the project is following National Park Service procedures for Historic Tax Credits
- CEQA/NEPA - Section 106 Compliance documentation

## **XIII. Appendix**

## ATTACHMENT A

### CDBG STANDARD CONTRACT AND PROPOSAL LANGUAGE

#### **"Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications"**

- A. Equal Opportunity Clause. During the performance of this contract, the contractor agrees as follows:
1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  3. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  6. In the event of the contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be

canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the

following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

B. Federal Equal Employment Opportunity Construction Contract Specifications.

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian subcontinent or the Pacific Islands).
  - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables.
4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7.a. through 7.p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The

contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7.b. above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc; by specific review of the policy with

all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3.
- l. Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the

- EEO policy and the contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7.a. through 7.p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.a. through 7.p. of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall precede in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company's EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area resident (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas,

rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas,\* transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, habits, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

\*Parking lots, drinking fountains, recreation or entertainment areas.