

1 **Section 1.** Article XIII titled “APPRENTICE REQUIREMENT” is hereby established within
 2 **Chapter 2 - Administration**, and reads as set forth below. The remainder of **Chapter 2** remains in
 3 full force and effect.

4 **CHAPTER 2 - ADMINISTRATION**

5 **ARTICLE XIII – APPRENTICE REQUIREMENT**

6 **Sec. 2-653. – Findings of fact.**

7 Journey Level construction workers are retiring in greater numbers than the number of
 8 applicants who are available to replace them, which in turn is creating a shortage of skilled
 9 construction workers.

10 The shortage of skilled workers with craft labor skills poses a serious challenge not only
 11 to the City and its capital improvement projects, but to the economic health of the community as
 12 a whole.

13 The City recognizes that organized, formal apprenticeship training programs are an
 14 effective means of providing training and experience to individuals in construction skills and
 15 safety procedures. To this end, the City Commission has determined that City-contracted
 16 construction projects present a significant opportunity to promote and sustain employment of
 17 apprentices in the construction trades.

18 **Sec. 2-654. - Definitions.**

19 [The following words and phrases as used in this article shall have the following
 20 meanings unless a different meaning is clearly required by the context:]

21 *Apprentice* means any person who is enrolled and participating in an apprenticeship
 22 program registered with the State of Florida Department of Education and/or the United States
 23 Department of Labor.

24 *Bid* (noun) means any bid, proposal, statement of qualifications, etc. that is submitted in
 25 response to a solicitation for such issued by the City.

26 *Bidder* means any individual, firm, corporation, partnership, company, association, joint
 27 venture, or other entity that seeks the award of a construction contract.

28 *City* means the City of Gainesville including Gainesville Regional Utilities.

29 *Construction project (or “project”)* means any project or construction work contracted
 30 by the City and/or paid for with City funds, the total estimated cost of which equals or exceeds
 31 \$300,000.00 for construction or \$75,000.00 for electrical contracts. As used within the context

32 of this ordinance, the terms *construction project* and *construction work* may be used
33 interchangeably.

34 *Construction* means the building, altering, repairing, improving, demolishing or replacing
35 of any public structure, roadway, utility or other public improvement.

36 *Cooperative purchasing agreement* means materials, equipment or services purchased
37 under the terms and conditions of another local, state, federal, or other public agency's bid, or
38 cooperative bids put together by other public agencies.

39 *Employ* shall mean to permit a person to work for wages.

40 *Labor hours* means the actual time that is spent working on the site of a construction
41 project by workers who are employed by contractors or subcontractors on the construction
42 project, or who are performing offsite fabrication in direct support of the construction project.
43 Work hours excludes any hours worked by forepersons, superintendents, owners, professionals
44 (such as architects, engineers or surveyors), or administrative/office staff.

45 *Payroll records* means the records pertaining to employees that document their name,
46 address, employee classification, rate of pay, daily and weekly number of hours worked,
47 deductions made and actual wages paid.

48 *Prime contractor* means:

- 49 (1) A party to a contract for a construction project.
50 (2) A managing corporate officer of a party to a contract for a construction project
51 who has personal involvement or responsibility in obtaining such contract or in
52 supervising or performing the work prescribed by such contract; or
53 (3) A person or entity with more than fifty percent (50%) ownership interest in a
54 party to a contract for a construction project.
55

56 *Subcontractor* means a person or company that performs through a secondary contract
57 with the Prime Contractor some or all of the obligations of the Prime Contractor.

58 **Section 2-655. – Requirements when bidding on City construction projects.**

59 In the bidding of, or letting of contracts for construction work as defined herein, the
60 Prime contractors must commit to employing apprentices as part of the labor force that is
61 engaged on a construction project. Contractors must be able to demonstrate that at least ten
62 percent (10%) of all labor hours associated with the project will be comprised of registered
63 apprentices. The following process outlines the steps that must be followed to qualify:

- 64 (a) To be considered responsive a Prime contractor responding to a solicitation
65 associated with a construction project must submit a description of their proposed

- 66 apprentice employment as part of their bid. The description should include, at a
67 minimum:
- 68 (1) Total work hours estimated for the construction project;
 - 69 (2) A demonstration that the percentage of total work hours proposed to be performed
70 by apprentices is achievable under the contractor's project work schedule;
 - 71 (3) The estimated duration of the employment of the apprentices; and,
 - 72 (4) Documentation outlining the type(s) of training and/or certification(s) apprentices
73 can expect to gain as a result of their employment on the project, and the agency
74 or entity who is responsible for overseeing the apprenticeship program under
75 which the training or certification is being provided.
- 76 (b) As part of meeting the requirements listed in the foregoing section, a Prime contractor
77 may include those apprentices and/or apprenticeship programs which are supported
78 by one or more of their subcontractors employed on the construction project being
79 bid.
- 80 (c) For purposes of determining the applicability of the Apprentice requirement to a
81 particular construction project, the total bid price shall include not only the base bid
82 price but also any adjustments to the base bid price which are a result of alternates
83 requested by the City.

84 **Sec. 2-656. – Prevailing Wage Rate Required; Exception for Conflict.**

- 85 (a) The Prime contractor and its subcontractors shall ascertain and comply with all
86 applicable general prevailing wage rates for apprentice and trades workers which are
87 in effect as of the date the Prime contractor submits its response to a solicitation for
88 construction work issued by the City.
- 89 (b) In the event of a conflict between the City's Living Wage requirement and the
90 prevailing wage requirement, the higher wage shall apply unless pre-empted by
91 Federal or State regulations.

92 **Sec. 2-657. – Exemptions to Apprentice Requirement.**

93 The requirement set forth in this article shall not apply to any of the following types of
94 construction projects:

- 95 (a) Projects where application of the Apprentice requirement would be prohibited or in
96 conflict with federal or state law or the terms of a federal or state grant applicable to
97 the construction project.
- 98 (b) Projects that are initiated under a cooperative purchasing agreement.
- 99 (c) Projects which are solicited through another public agency's procurement process as
100 part of an inter-local agreement.
- 101 (d) Projects initiated under an emergency situation.

102 (e) Projects for which there are no registered apprenticeship programs for any of the
103 work which is to be performed as part of the construction project.

104 **Sec. 2-658. – Compliance; Documentation; Corrective Action; Enforcement.**

105 (a) The contract for a construction project between the City and a Prime contractor shall
106 include a provision requiring the Prime contractor to comply with the requirements of
107 this ordinance.

108 (b) The Prime contractor must make, and require its subcontractors who employ
109 apprentices to make, good faith efforts to replace any apprentice who can no longer
110 work on a construction project with another apprentice in order to achieve the work
111 hours required for the project.

112 (c) The Prime contractor on a construction project shall be responsible for meeting the
113 required number of Apprentice work hours, as well as fulfilling any other
114 commitments. If the Prime contractor is not able to achieve the required number of
115 work hours or the associated commitments, the Prime contractor must submit
116 documentation to the City department responsible for overseeing the construction
117 project, who will review and determine whether the Prime contractor has made a
118 good faith effort to comply.

119 (d) The Prime contractor shall keep, and shall require its subcontractors who employ
120 apprentices to keep, accurate records showing the total hours of work performed on a
121 City construction project, and the name, address, trade classification, hours worked,
122 evidence of apprenticeship status, and employment status of all apprentices asserted
123 to meet the percentage required to qualify for an apprenticeship preference. In
124 addition, the Prime contractor shall keep, and shall require its subcontractors who
125 employ apprentices to keep, accurate payroll records for all apprentices which
126 includes name, address, work classification, the straight time and overtime hours
127 worked each day and each week, fringe benefits (if any), and the actual per diem
128 wages paid to each apprentice hired in connection with a construction project. In the
129 event that there is no work performed during a given week by an apprentice, the
130 certified payroll record shall be annotated “No Work” for that week. The Prime
131 contractor shall submit these records upon request or at a minimum on a quarterly
132 cycle to the City department overseeing the construction project. Records shall be
133 cumulative for the duration of the construction project and shall indicate any new
134 apprentice hires.

135 (e) If the Prime contractor has not met the requirements of this section, the City
136 department responsible for overseeing the construction project will provide to the
137 Prime contractor a written notice of noncompliance. The Prime contractor will be
138 required to present a corrective action plan within ten (10) days of such notice. Once
139 the corrective action plan is approved by the overseeing department, the department
140 will provide a time period for completion of the corrective action plan. The time

141 period for completion of the corrective action plan shall not exceed thirty (30) days,
142 unless the overseeing department determines that the Prime contractor has
143 demonstrated to the department's satisfaction that a longer time period is necessary
144 and in the best interest of the City. If the Prime contractor fails to correct the
145 deficiency within the agreed upon time period, the overseeing department shall
146 address such noncompliance as follows:

147 (1) First violation – The Prime contractor will be disqualified from applying for any
148 bidding preferences of any type for one (1) year.

149 (2) Second violation – The Prime contractor will be disqualified from applying for
150 any bidding preferences of any type for three (3) years.

151 (f) Contracts and solicitation documents shall provide that the failure of any Prime
152 contractor to comply with any of the requirements of this section may result in
153 consequences for noncompliance.

154 **Section 2.** It is the intention of the City Commission that the provisions of Section 1 of
155 this Ordinance shall become and be made a part of the Code of Ordinances of the City of
156 Gainesville, Florida, and that the sections and paragraphs of this Ordinance may be renumbered
157 or re-lettered in order to accomplish such intentions.

158 **Section 3.** If any word, phrase, clause, paragraph, section or provision of this ordinance
159 or the application hereof to any person or circumstance is held invalid or unconstitutional, such
160 finding shall not affect the other provisions or application of the ordinance which can be given
161 effect without the invalid or unconstitutional provisions or application, and to this end the
162 provisions of this ordinance are declared severable.

163 **Section 4.** All ordinances or parts of ordinances, in conflict herewith are to the extent of
164 such conflict hereby repealed.

165 **Section 5.** This ordinance shall become effective 90 days after adoption.

166 **PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.**

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168 _____
169 LAUREN POE
170 MAYOR

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174 ATTEST: Approved as to form and legality

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178 _____
179 OMICHELE D. GAINEY NICOLLE M. SHALLEY
180 CITY CLERK CITY ATTORNEY
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182
183 This ordinance passed on first reading this ____ day of _____, 2021.
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185 This ordinance passed on second reading this ____ day of _____, 2021.