

REGULAR MEETING
APALACHICOLA CITY COMMISSION
TUESDAY, FEBRUARY 6, 2024 – 4:00PM
FORMER APALACHICOLA MUNICIPAL LIBRARY
74 6TH STREET, APALACHICOLA, FLORIDA 32320

AMENDED AGENDA

You are welcome to comment on any matter under consideration by the Apalachicola City Commission when recognized to do so by the Mayor. Once recognized please rise to the podium, state your name for the record and adhere to the three minute time limit for public comment. Comments may also be sent by email to the City Manager or to Commissioners.

I. Call to Order

- Invocation
- Pledge of Allegiance

II. Agenda Adoption

III. Public Comment

IV. New Business

1. Rules of Procedure
2. Battery Park Marina Boat Ramp Sticker Resident or Property Owner
3. Floodplain Variance – 100 Avenue D
4. FWC Florida Boating Improvement Program – Bay Avenue Seawall Application Authorization

V. Unfinished Business

1. FDEP/Chapman Botanical Gardens Project Approval
2. Tree Committee Roles/Responsibilities
3. Board of Adjustments Member Appointment
4. Hillside Sidewalk & Lighting Project – Workshop/Special Meeting Scheduling
5. Finance Director Decision
6. ARPA
7. Generator Contract

VI. Mayor and Commissioner Comments

VII. City Manager Communications

VIII. Finance Director Communications

IX. Attorney Communications

X. Consent Agenda

Commission Meeting Minutes Adoption – January & February City Commission Minutes will be included in March Agenda Packet

1. Planning & Zoning Board Minutes – December 11, 2023 Regular Meeting

XI. Department Reports – January & February Reports will be Included in March Agenda Packet

Adjournment

Any person who desires to appeal any decision at this meeting will need a record of the proceeding and for this purpose, may need to ensure that a verbatim record of the proceeding is made which includes testimony and evidence upon which the appeal is based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 48 hours in advance of the meeting.

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: February 6, 2024**

SUBJECT: Rule 28 BOARDS, COMMITTEES, AND MEETINGS

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: 1
Department: Administration
Contact: Travis Wade/Dan Hartman/Anita Grove
Presenter: Travis Wade

BRIEF SUMMARY: During the development of the Tree Committee guidelines, a review of the Rules of Procedure, adopted June 4, 2019, revealed the need for a few minor changes in order to streamline the policies and practices of City Citizen Advisory Committees.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Approve a motion to recommend changes to Rule 28 Boards, Committees, and Meetings, of the Rules of Procedure to provide clarity and understanding of the roles, responsibilities, and processes of the City's Citizen Advisory Committees.

FUNDING SOURCE: N/A

ATTACHMENTS:

STAFF'S COMMENTS AND RECOMMENDATIONS:

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: February 6, 2024**

SUBJECT: Cost of boat launch decals for homeowners in the city

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: 2
Department: Administration
Presenter: Commission Grove

BRIEF SUMMARY: An annual sticker to launch boats within the city limits is free for Franklin County residents. Others pay \$125 per year. I have been approached by residents who own property in the city ask if they could qualify for the free sticker since they pay ad valorem taxes.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

FUNDING SOURCE: n/a

ATTACHMENTS:

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends remaining with the current policy of providing free stickers to Franklin County residents. Proving residency for each person wishing to receive a sticker is much easier than proving property ownership. If we use property ownership to provide the stickers, only the individual whose name is on the deed/property appraiser's website would be able to prove ownership. By staying with the resident policy, residents can prove residency multiple ways (drivers license, mail, homestead exemption, water bill, voter registration, etc.).

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: 2/6/24**

SUBJECT: 100 Avenue D – Floodplain Variance

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: 3
Department: Building Department
Contact: Keisha Messer, Floodplain Administrator
Presenter: Attorney Dan Hartman/Bree Robinson

BRIEF SUMMARY:

Owners of 100 Avenue D are seeking a floodplain variance related to their elevation requirements. The Land Development Code allows for a variance for historic structures when recommended by a Floodplain Administrator and approved by the City Commission. 100 Avenue D is listed on the Historic Florida Master Site File.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

Approve a floodplain variance for 100 Avenue D on the basis that it is a historic structure and the proposed work will not diminish the historic value.

FUNDING SOURCE: N/A

ATTACHMENTS: Floodplain Administrator recommendation, application, & scope of project.

STAFF'S COMMENTS AND RECOMMENDATIONS:

Approval

January 24, 2024

Agenda Action Report
Prepared for the
Apalachicola City Commission

ITEM	Floodplain Variance #2024-001
INITIATED BY	William Ross Development For: Christopher and Sabrina Fornes
SUBJECT	Variance Request from City of Apalachicola Floodplain Regulations (Ordinance 2013-02)
PURPOSE	Variance from Section 107.4 of Ord. 2013-02 for Substantial Improvement for Historical Structure
PROJECT LOCATION	100 Ave D, Apalachicola, FL 32320 BL 29 SW 1/2 Lot 6 Parcel # 01-09S-08W-8330-0029-0061 FIRM Panel # 12037C0526F
RECOMMENDATION	Approval of Variance Request Section 107-187(LDC, art. XVI, § 2(107.4)) – Proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as an historic building and the variance is the minimum necessary to preserve the historic character and design of the building.
PRESENTED BY	Keisha Messer, CFM Floodplain Administrator



Application for FEMA Variance- Historical Structure

GENERAL INFORMATION:

Property Owner Name/Address

Fornes Christopher Kai
Fornes Sabrina M
P.O. Box 339 32329

Phone 808 748 1952

Email Fornes2mac.com

Agent or Representative Name/Address

William Ross Development
301 Market St
Apalachicola, FL 32320

Phone 662.871.2698

Email rusty2southernShoresbuilders.com

Property Address, Legal Description, Parcel ID:

100 Ave D, Bl 29 SW 1/2 lot 6 (50' x 60') or 136/196 222/531
230/606 435/51 478/219, 01-09.5-08W-8330-0029-0061

Current Zoning: AE

Current Land Use: 000100-SFR

Is the property part of a previously approved development proposal? Yes ☒ No

If yes, provide the file/case number(s) _____

DETAILS OF THE REQUEST: (Add additional sheets if necessary)

Repair Foundation / Structure as needed
Extend Roof line (see Attached) Repair Replace
Siding, Roof, windows as required.

 1/16/2024
Signature of Applicant/Authorized Agent and Date



FEMA VARIANCE APPLICATION

Applicants must acknowledge understanding of the following and initial each of the statements below. If you do not understand any of these, staff will explain them to you.

RET I understand that a non-conforming use or structure in a particular zoning district does not, in any way, provide justification for the granting of a variance. Furthermore, the existence of a permitted use or structure in adjacent districts does not constitute grounds for a variance.

RET On all variances, a majority vote is required. Action on this application by the Commission may be continued to a later meeting.

RET I understand that if variance is approved by the Commission, the applicant is required to obtain the appropriate building permits within 1 year from the date of the decision. If no permit is obtained within 1 year, the approval from the Commission becomes voided.


RET I understand that any person aggrieved by the final decision has the right to file a petition in Franklin County Circuit Court within 30 calendar days after the decision. Permits for construction may be granted prior to the expiration of this 30-day period, but an appeal will be revocation of the permit.

RET I understand that I, as the applicant, or my authorized representative must be present at all scheduled public meetings on the application.



- [illegible]

After acknowledgement of these conditions, please make sure your application is complete prior to submission. Incomplete applications will be returned to the applicant.

 1/16/2024
Signature of Applicant/Authorized Agent and Date

ELEVATION CERTIFICATE

Important: Follow the instructions on pages 1-9.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A - PROPERTY INFORMATION				FOR INSURANCE COMPANY USE	
A1. Building Owner's Name SABRINA FORNES				Policy Number:	
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 100 AVENUE D				Company NAIC Number:	
City APALACHICOLA		State Florida		ZIP Code 32320	
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) SOUTHWEST HALF OF LOT 6, BLOCK "29" CITY OF APALACHICOLA / Parcel ID : 01-09S-08W-8330-0029-0061					
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) <u>RESIDENTIAL</u>					
A5. Latitude/Longitude: Lat. <u>29.72376</u> , Long. <u>-84.98677</u> Horizontal Datum: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983					
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.					
A7. Building Diagram Number <u>5</u>					
A8. For a building with a crawlspace or enclosure(s):					
a) Square footage of crawlspace or enclosure(s) <u>0.00</u> sq ft					
b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade <u>0</u>					
c) Total net area of flood openings in A8.b <u>0.00</u> sq in					
d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
A9. For a building with an attached garage:					
a) Square footage of attached garage <u>0.00</u> sq ft					
b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade <u>0</u>					
c) Total net area of flood openings in A9.b <u>0.00</u> sq in					
d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION					
B1. NFIP Community Name & Community Number CITY OF APALACHICOLA 120089			B2. County Name FRANKLIN		B3. State Florida
B4. Map/Panel Number 12037C 0526	B5. Suffix F	B6. FIRM Index Date 02-05-2014	B7. FIRM Panel Effective/ Revised Date 02-05-2014	B8. Flood Zone(s) AE	B9. Base Flood Elevation(s) (Zone AO, use Base Flood Depth) 10.00'
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9: <input type="checkbox"/> FIS Profile <input checked="" type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other/Source: _____					
B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input checked="" type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____					
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Designation Date: _____ <input type="checkbox"/> CBRS <input type="checkbox"/> OPA					

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 100 AVENUE D			Policy Number:
City APALACHICOLA	State Florida	ZIP Code 32320	Company NAIC Number

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☒ Finished Construction

*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO. Complete Items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: 7.64' Vertical Datum: NAVD 88

Indicate elevation datum used for the elevations in items a) through h) below.

☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source: _____

Datum used for building elevations must be the same as that used for the BFE.



Check the measurement used.

- | | | | |
|---|------|--|---------------------------------|
| a) Top of bottom floor (including basement, crawlspace, or enclosure floor) | 9.7 | <input checked="" type="checkbox"/> feet | <input type="checkbox"/> meters |
| b) Top of the next higher floor | N/A | <input type="checkbox"/> feet | <input type="checkbox"/> meters |
| c) Bottom of the lowest horizontal structural member (V Zones only) | N/A | <input type="checkbox"/> feet | <input type="checkbox"/> meters |
| d) Attached garage (top of slab) | N/A | <input type="checkbox"/> feet | <input type="checkbox"/> meters |
| e) Lowest elevation of machinery or equipment servicing the building
(Describe type of equipment and location in Comments) | 11.7 | <input checked="" type="checkbox"/> feet | <input type="checkbox"/> meters |
| f) Lowest adjacent (finished) grade next to building (LAG) | 6.8 | <input checked="" type="checkbox"/> feet | <input type="checkbox"/> meters |
| g) Highest adjacent (finished) grade next to building (HAG) | 7.4 | <input checked="" type="checkbox"/> feet | <input type="checkbox"/> meters |
| h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support | N/A | <input type="checkbox"/> feet | <input type="checkbox"/> meters |

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

Were latitude and longitude in Section A provided by a licensed land surveyor? ☒ Yes ☐ No ☐ Check here if attachments.

Certifier's Name JAMES T. RODDENBERRY		License Number 4261	
Title PRESIDENT			
Company Name THURMAN RODDENBERRY & ASSOCIATES, INC.			
Address P.O. BOX 100			
City SOPCHOPPY	State Florida	ZIP Code 32358	
Signature 	Date 05-12-2023	Telephone (850) 962-2538	Ext.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including type of equipment and location, per C2(e), if applicable)
JOB NUMBER: 04-425
C2e ESTABLISHED BY BOTTOM OF ELECTRICAL METER BOX.

10:39

5G

beacon.schneidercorp.com



Franklin County, FL



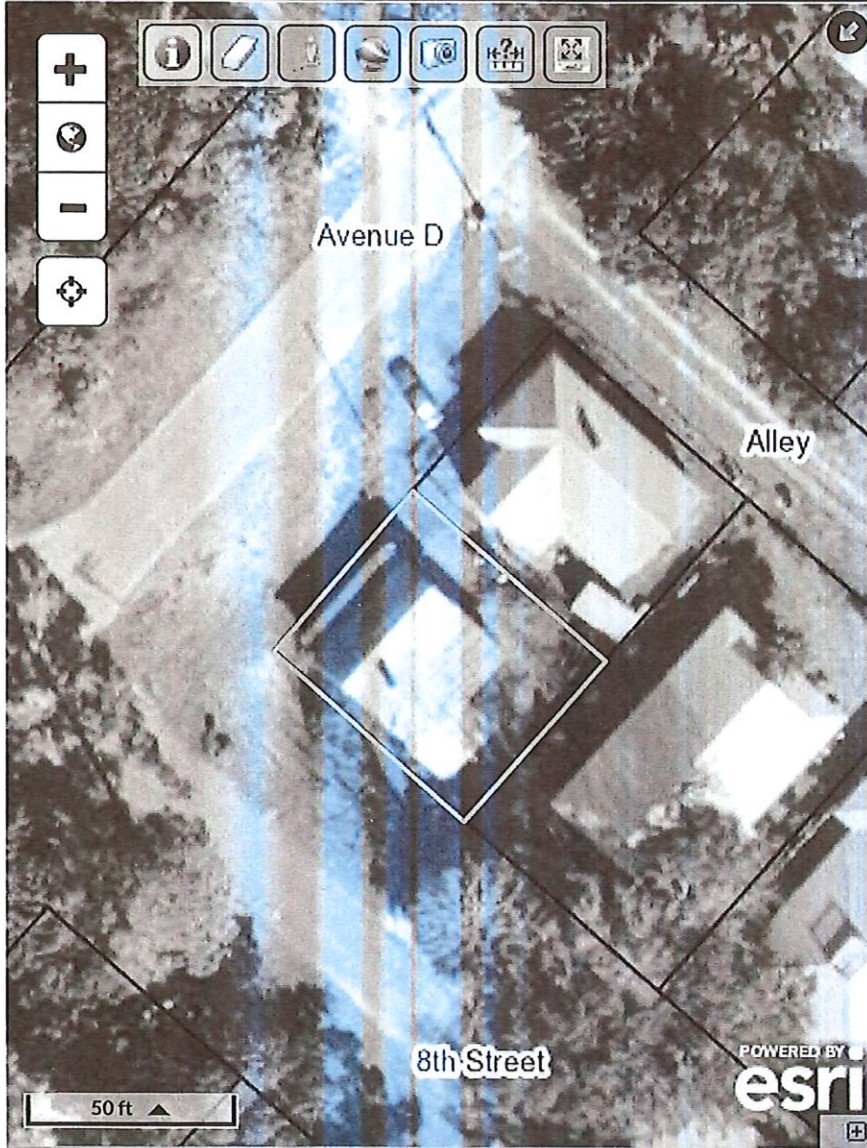
Map

Search

Results

Report

More



FORNES CHRISTOPHER KAI &
BL-29 SW 1/2 LOT 6
Value \$94,751
View: [Report](#) | [Google Maps](#)



1







APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: 2/6/24

SUBJECT: FWC FBIP (Florida Boating Improvement Program) – Bay Avenue Seawall Application Authorization

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: 4
Department: Grants
Contact: Bree Robinson/Sarah Bourque
Presenter: Travis Wade/Bree Robinson/Sarah Bourque

BRIEF SUMMARY:

In order to apply for the FWC FBIP for the Battery Park Seawall project a motion authorizing the City Grant Coordinator, Sarah Bourque, to apply for the project and giving the Mayor & City Manager signing authority is necessary – meeting minutes must identify Sarah Bourque as the Grant Coordinator and Project Manager and must identify Mayor Ash and City Manager Travis Wade as the signing authorities. This was authorized for the prior application of this project on 6/7/22, but an updated authorization is needed for the new application.

RECOMMENDED MOTION AND REQUESTED ACTIONS: “Motion to authorize the City Grant Coordinator and Project Manager, Sarah Bourque, to submit an application for repairs on the Bay Avenue Seawall for the Fish and Wildlife Conservative Commission (FWC) Florida Boating Improvement Program (FBIP) grant with City Manager Travis Wade and Mayor Brenda Ash as signing authorities.”

FUNDING SOURCE: NA

ATTACHMENTS:

Estimated project cost quote to be used in application.

STAFF’S COMMENTS AND RECOMMENDATIONS: Motion to authorize with exact verbiage as above.

BAY AVENUE SEAWALL REPAIR - CITY OF APALACHICOLA

ESTIMATE OF PROBABLE CONSTRUCTION COSTS

DEI PROJECT NO. 50142267

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
GENERAL					
1	MOBILIZATION (5% OF BID MAX)	1	LS	\$17,342.75	\$17,342.75
2	BONDS AND INSURANCE (2% OF BID MAX)	1	LS	\$6,937.10	\$6,937.10
3	CONSTRUCTION LAYOUT	1	LS	\$5,000.00	\$5,000.00
GENERAL SUBTOTAL					\$29,279.85
CONSTRUCTION					
4	CLEAR AND GRUB INCLUDING DEMOLITION	1	LS	\$35,000.00	\$35,000.00
5	TURBIDITY CURTAIN	190	LF	\$25.00	\$4,750.00
6	EROSION CONTROL	1	LS	\$3,500.00	\$3,500.00
7	PZ-22 EPOXY COATED SHEET PILE WALL WITH 2' WIDE CONCRETE PILE CAP, DEADMAN, TIEBACKS, AND GRADE BEAM.	143	LF	\$1,770.00	\$253,110.00
8	LOADING DOCK CONSTRUCTION (INCLUDES PILINGS, DECK JOIST, DECKING AND ASSOCIATED CONNECTORS)	25	LF	\$1,250.00	\$31,250.00
9	ELECTRICAL SERVICE CONNECTION	1	LS	\$13,000.00	\$13,000.00
10	2" PVC	120	LF	\$20.00	\$2,400.00
11	2" CAP	1	LS	\$425.00	\$425.00
12	2" BALL VALVE	1	LS	\$900.00	\$900.00
13	SODDING	630	SY	\$4.00	\$2,520.00
CONSTRUCTION SUBTOTAL					\$346,855.00
GRAND TOTAL					\$376,134.85
CONTINGENCY (10%)					\$37,613.49
TOTAL ESTIMATED CONSTRUCTION COST					\$413,748.34

NOTES: 1. ESTIMATE IS AN OPINION AND IS BASED ON CONSTRUCTION PRICING FROM RECENT PROJECTS.

2. ESTIMATE DOESN'T INCLUDE AN AS-BUILT SURVEY

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: February 6, 2023**

SUBJECT: Chapman Botanical Gardens Proposed Project

AGENDA INFORMATION:

Agenda Location: Unfinished Business
Item Number: 1
Department: Administration
Contact: Travis Wade
Presenter: Lydia Panabaker, CPH Engineers

BRIEF SUMMARY: Florida Department of Environmental Protection, Division of Recreation and Parks, will present plans for a proposed pavilion and restroom project to the Commission for approval.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

FUNDING SOURCE: FDEP

ATTACHMENTS: Supporting Documentation from FDEP

STAFF'S COMMENTS AND RECOMMENDATIONS:

Orman House Historic State Park

Pavilion and Restroom Development

Site Objective

Objective: Construct 4 new facilities and 1/8 miles of trail.

A new ranger residence is needed for the park in order to increase security and assist with park operations. DRP staff is exploring options for an off-site ranger residence in close proximity to the park. If no feasible location is identified, an on-site residence will be pursued.

The park is in need of a storage and maintenance shop building designed for this purpose. Currently the old mule barn is serving this purpose; construction of a maintenance shop will enable the interior of the mule barn to be restored to a historic appearance.

Restrooms should be constructed to serve the public visiting the park. These facilities are also needed in order to serve expanded events and programs at the park.

Expand the nature trail at the northwest edge of the park. Add a multi-use pavilion in the gardens, as well as additional landscape elements. Expanding the boardwalk through the existing wetland forest would offer additional opportunities for interpretation of the natural area and a multi-use pavilion and added landscaping to the gardens would enhance the park as a special events venue.

2014 Letter of Approval



FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION
MAJORITY STONEMAN DOUGLAS BUILDING
3900 COMMODORE WALTON BOULEVARD
TALLAHASSEE, FLORIDA 32399-1000

RON SCOTT
GOVERNOR
CARLOS LOPEZ-CANTERA
LT. GOVERNOR
HERSCHEL T. VINYARD JR.
SECRETARY

July 7, 2014

Ms. Jennifer Carver
Planning Manager
Office of Park Planning, Division of Recreation and Parks
Department of Environmental Protection
3900 Commonwealth Boulevard, MS 525
Tallahassee, FL 32399-1000

Re: Orman House Historic State Park - Lease # 4324

Dear Ms. Carver:

The Division of State Lands, Office of Environmental Services, acting as agent for the Board of Trustees of the Internal Improvement Trust Fund, hereby approves the Orman House Historic State Park management plan. The next management plan update is due July 7, 2024.

Approval of this land management plan does not waive the authority or jurisdiction of any governmental entity that may have an interest in this project. Implementation of any upland activities proposed by this management plan may require a permit or other authorization from federal and state agencies having regulatory jurisdiction over those particular activities. Pursuant to the conditions of your lease, please forward copies of all permits to this office upon issuance.

Sincerely,

M. S. Gungulard
Marianne S. Gungulard
Office of Environmental Services
Division of State Lands

Approved by the following Advisory Group Members:

Orman House Historic State Park and John Gorrie Museum State Park

Advisory Group Members

Local Government

Representatives

The Honorable Cheryl K. Sanders,
Chair
Franklin County Board of County
Commissioners
33 Market Street, Suite 203
Apalachicola, Florida 32320

The Honorable Van Johnson, Mayor
City of Apalachicola
1 Avenue E
Apalachicola Florida, 32320

Ms. Betty Webb
Administrator, City of Apalachicola
1 Avenue E
Apalachicola, FL 32320

Ms. Leslie Cox, Member
Franklin Soil and Water
Conservation District
17413 NW Leonard Street
Blountstown, Florida 32424

Agency Representatives

Mr. Josh Hodson, Park Manager
Orman House Historic State Park
John Gorrie Museum State Park
1900 East Gulf Beach Drive
St. George Island, FL 32328

Mr. Lee Edmiston
Apalachicola National Estuarine
Research Reserve (ANERR)
108 Island Drive
East Point Florida, 32328

Mr. Mike Wisenbaker
Archaeology Supervisor
Bureau of Archeological Research
1001 De Soto Park Drive
Tallahassee, Florida 32301

Tourism/Economic

Development Representatives

Ms. Anita Grove, Executive Director
Apalachicola Bay Chamber
122 Commerce Street
Apalachicola, Florida 32320

Mr. Curt Blair
Franklin County Tourist
Development Council
P O Box 819
Apalachicola Florida 32329

Historical Resource

Representative

Mr. Mark Curreton
Historian
Apalachicola Area Historical Society
34 Forbes Street, Suite 1
Apalachicola, Florida, 32320

Mr. Jimmy Mosconis, President,
Board of Directors of Three
Servicemen Statue South, Inc.
P.O. Box 172
Apalachicola, Florida 32329

Environmental and

Conservation Representatives

Mr. Ted Ruffner
Florida Native Plant Society
246 Gramercy Plantation Blvd.
Eastpoint, Florida 32328

Mr. Sean McGlynn
Apalachee Audubon Society/
North Florida Chapter of the
National Audubon Society
P O Box 1237
Tallahassee, Florida 32302-1237

Orman House Historic State Park and John Gorrie Museum State Park

Advisory Group Members

Citizens Support Organization

Representatives

Mr. Tom Daly
President, Friends of Franklin
County State Parks
107 17th Street
Apalachicola, Florida 32320

Adjacent Land Owner

Ms. Susan Clemenson,
Representative of Trinity Episcopal
Church
P O Box 338
Apalachicola, FL 32329

Lease agreement excerpt

24. PLACEMENT IMPROVEMENTS:

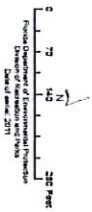
All buildings, structures, improvements, and signs shall be constructed at the expense of Lessee in accordance with plans prepared by professional designers and shall require the prior written approval of Lessor as to purpose location, and design unless identified in the Management Plan.

Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of Lessor unless identified in the Management Plan.

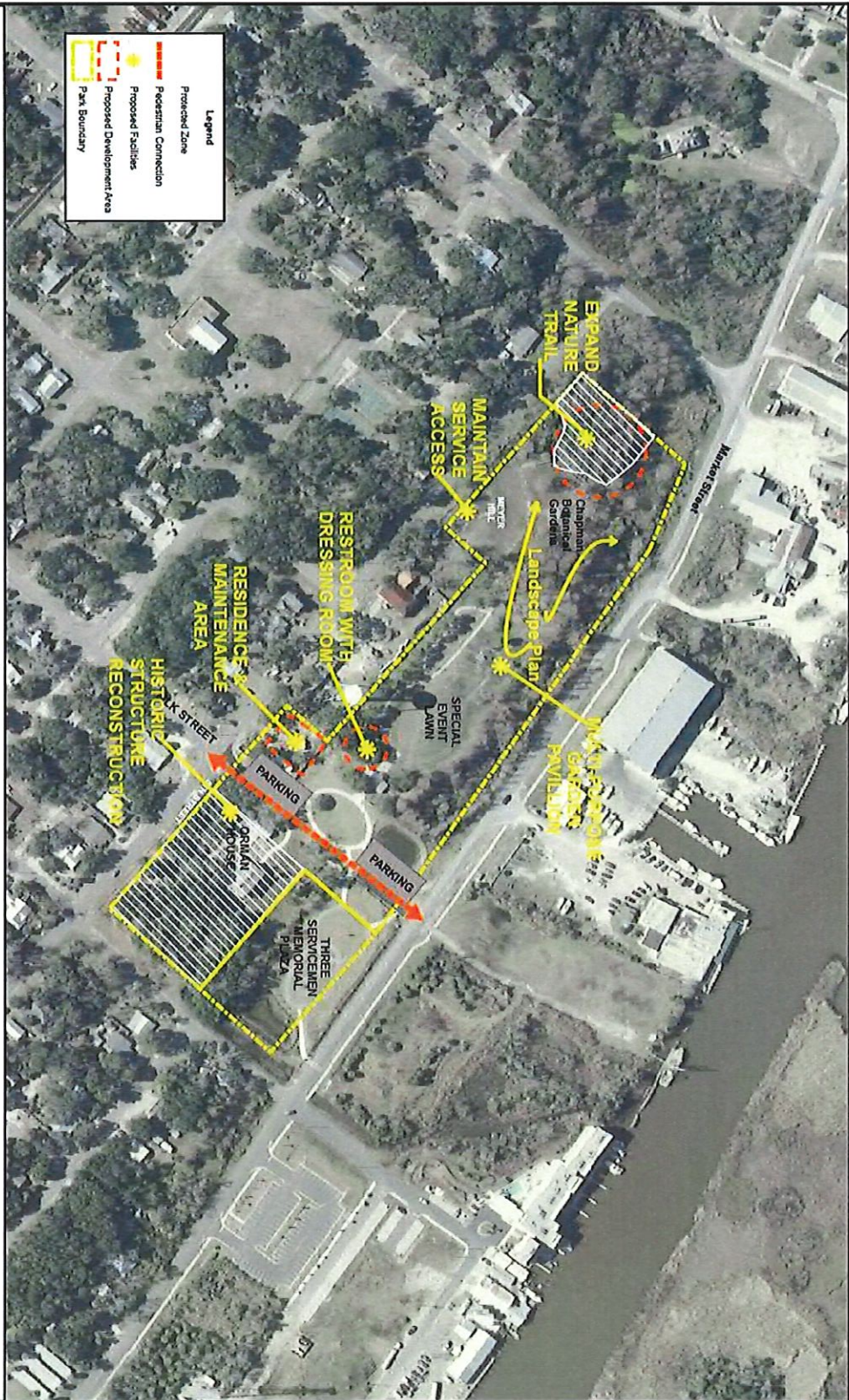
25. MAINTENANCE OF IMPROVEMENTS:

Lessee shall maintain the real property contained within the Leased Premises and any improvements located thereon, in a state of good condition working order and repair including, but not limited to, maintaining the planned improvements as set forth in the approved Management Plan, meeting all building and safety codes in the location situated, and keeping the Leased Premises free of trash or litter.

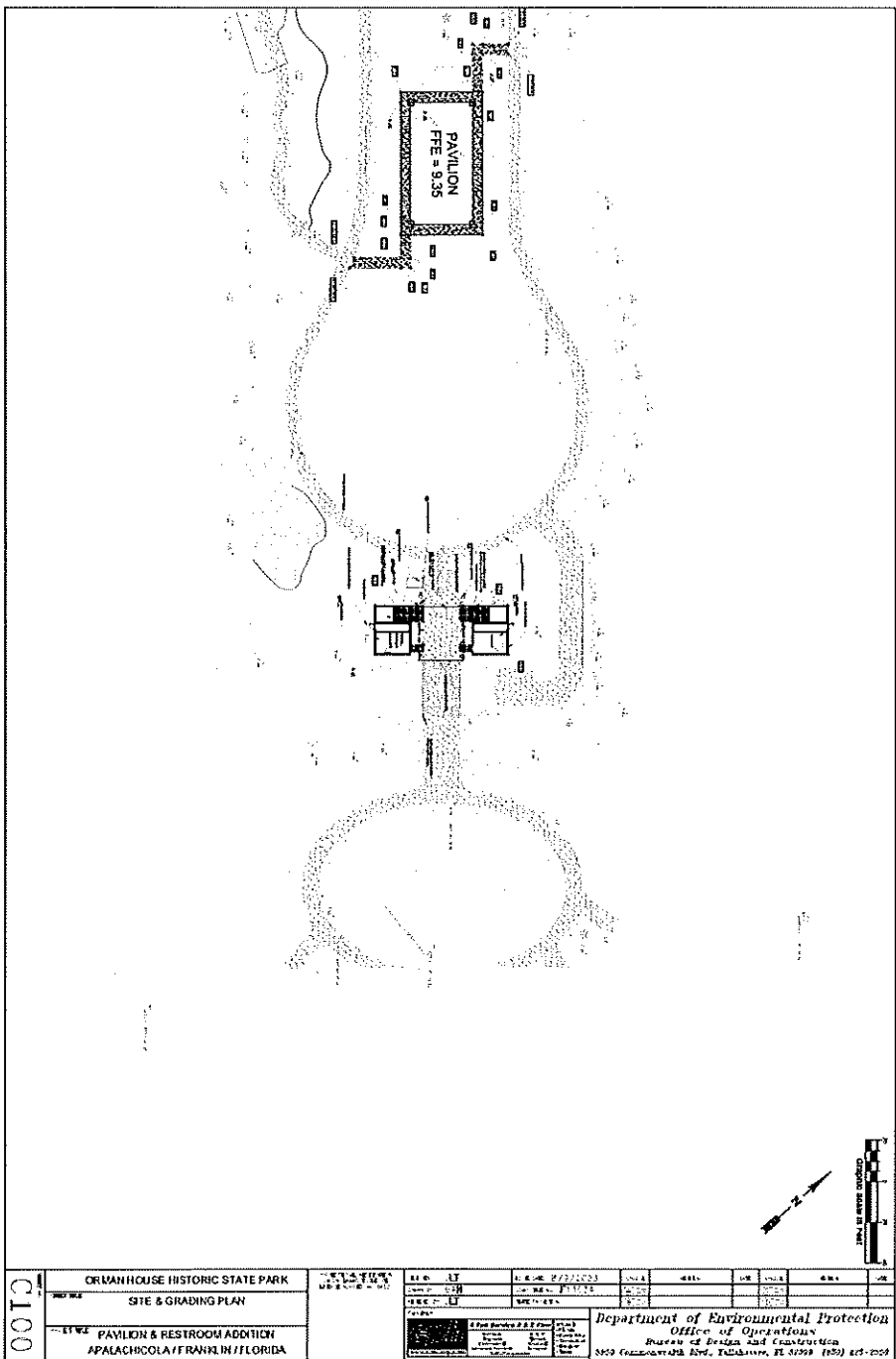
ORMAN HOUSE HISTORIC STATE PARK



CONCEPTUAL LAND USE PLAN



Site Plan



Pavilion Renderings



Renderings for Restrooms



Chapman Botanical Garden

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: February 6, 2024**

SUBJECT: Tree Committee Role and Responsibilities

AGENDA INFORMATION:

Agenda Location: Unfinished Business
Item Number: 2
Department: Administration
Contact: Travis Wade/Dan Hartman/Anita Grove
Presenter: Travis Wade

BRIEF SUMMARY: During the January Regular Meeting the Commission tabled this item. I made changes that were suggested in the meeting and included some changes recommended by Mr. Winterringer to the document.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Motion to Approve the Tree Committee Role and Responsibilities.

FUNDING SOURCE: N/A

ATTACHMENTS: Tree Committee Role and Responsibilities

STAFF'S COMMENTS AND RECOMMENDATIONS:

TREE COMMITTEE

Trees play a key role in Apalachicola's landscape contributing aesthetically to the city's historic landscape and its overall appeal. They keep us cool in the warmer months and protect us from wind and erosion.

Trees are recognized to be a valued asset, providing a healthier and more beautiful environment in which to live. Tree preservation enhances the value and marketability of property and thereby promotes the stability of residential neighborhoods, making them more livable and desirable.

Purpose and intent.

The Tree Committee shall serve as an advisory committee to the City of Apalachicola. The purpose of the Tree Committee is to provide guidance to the City Commission in the development of policy recommendations relative to the activities and issues in their specified area of concerns; maintenance, removal, and planting of trees on city-owned property.

Roles and responsibilities.

1. Propose to the City ways the City can educate the community about the benefits of well-maintained trees and how to grow trees in our city to provide these benefits.
2. Propose ways the City can foster communication among the citizens of the town that would provide needed protection of trees and to coordinate active measures to support their health and growth.
3. At the request of the City Commission or City Manager, develop a general, City-wide tree management plan for the care, preservation, and management of trees in parks, along streets, and other public areas, and present the plan to the city commission for consideration.
4. Coordinate with the City in its annual Arbor Day proclamation, observance, and tree give-away, and in the annual application for Tree City status with the Arbor Day Foundation.
5. At the request a request by the City Commission or City Manager, provide information in support of urban and community forestry grants.
6. At the request of the City Commission and City Manager, provide input into revisions to the Tree Ordinance.

Implementation of tree plan.

Upon the adoption of a tree management plan, it shall be the duty of the city manager or his designee, to undertake the day-to-day care, preservation, pruning, planting, replanting, removal, or disposition of trees and shrubs in parks, along streets, and in all other public areas.

Members; qualifications; appointment.

The tree advisory committee shall be comprised of five (5) members, plus one (1) alternate who are full-time residents of Apalachicola. Members should have knowledge of trees, forestry, and arboriculture. It is preferred that at least one member be a certified arborist, landscape architect, or an individual with comparable experience and training. Members shall serve without compensation and shall be appointed by the city commission.

Additional Guidelines.

All advisory committees shall follow the guidelines of the Rules of Procedure for the City Commission of the City of Apalachicola, effective June 4, 2019. Any amendment or modification of said Rules of Procedure shall be appropriated and applied to the guidelines for advisory committees.

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: February 6, 2024**

SUBJECT: Board of Adjustment Member Appointment

AGENDA INFORMATION:

Agenda Location: Unfinished Business
Item Number: 3
Department: Administration
Contact: Travis Wade/Lee Mathes
Presenter: Travis Wade

BRIEF SUMMARY: The Board of Adjustment has one vacancy for an alternate member. The vacancy was published on the City website and the City's Facebook page in early December. One application has been submitted for that position by Mr. Chris Presnell.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

FUNDING SOURCE: n/a

ATTACHMENTS: Mr. Presnell's application

STAFF'S COMMENTS AND RECOMMENDATIONS:

BOARD/COMMITTEE CANDIDATE QUESTIONNAIRE

REQUESTED BOARD/COMMITTEE APPOINTMENT Board of Adjustment

APPLICATION DATE 1-24-2024

DATE APPOINTED _____

NAME: Chris R Presnell

MAILING ADDRESS: 204 10th St

PHYSICAL ADDRESS: 111 Water St

CELL#: 850-509-7491 HOME#: —

EMAIL: Chris.presnell.1@gmail.com

PLACE OF EMPLOYMENT: Arcadis

WORK#: 850-509-7491

1. HOW LONG HAVE YOU BEEN A RESIDENT OF THE CITY OF APALACHICOLA?

2 years as a resident but visiting the area since 1970's

2. WHY ARE YOU INTERESTED IN SERVING ON THIS BOARD/COMMITTEE?

To be involved with my community

3. WHAT DO YOU FEEL YOU CAN CONTRIBUTE BY SERVING ON BOARD/COMMITTEE?

Common practical viewpoints

4. DO YOU HAVE ANY EXPERIENCE BY PREVIOUSLY SERVING ON ANY CITY, COUNTY, OR OTHER GOVERNMENTAL BOARDS? IF SO, WHICH BOARDS AND HOW LONG?

None

5. HAVE YOU ATTENDED ANY CITY MEETINGS? IF SO, WHICH ONES?

Yes. City commission meetings and P&Z

6. WILL YOU BE ABLE TO CONTRIBUTE THE NECESSARY TIME TO PROPERLY RESEARCH ISSUES AND BE AVAILABLE TO ATTEND SCHEDULED MEETINGS?

yes

7. HAVE YOU READ AND/OR FAMILIAR WITH THE CITY'S LAND DEVELOPMENT CODE?

yes

8. HAVE YOU READ AND/OR FAMILIAR WITH THE CITY'S COMPREHENSIVE PLAN?

yes

9. HAVE YOU READ AND/OR FAMILIAR WITH THE CITY'S HISTORIC GUIDELINES?

yes

10. DO YOU HAVE ANY EXPERIENCE IN CONSTRUCTION, PLANNING, LAND USE, OR ARCHITECTURE? IF SO, HOW LONG?

I am a state licensed engineer and contractor.
FL PE# 56913 CBC 1253287

11. IF APPOINTED, YOU WILL BE REQUIRED BY LAW TO FOLLOW THE SUNSHINE LAW. HAVE YOU READ AND/OR FAMILIAR WITH THE SUNSHINE LAW?

yes


SIGNATURE

Chris R Presnell
PRINTED NAME

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: 2/6/2024**

SUBJECT: Hillside Sidewalk & Lighting Project – Workshop/SM Scheduling

AGENDA INFORMATION:

Agenda Location: Unfinished Business
Item Number: 4
Department: Grants
Contact: Travis Wade/Bree Robinson/Sarah Bourque/Felicity Edwards - Gouras
Presenter: Travis Wade

BRIEF SUMMARY: On October 5th, 2023 a workshop was held at 4PM in the Holy Family building. The original scope was presented along with a suggested “new” scope. Public discussion was held and the City Commission was asked to make a decision on the final scope of this project – the commission agreed to have the project engineers revise the scope based on comments received and to hold another workshop before a decision is made.

City staff is requesting that the City Commission set a date by the end of February to hold a workshop and special meeting at Holy Family to finalize the scope of the sidewalk and lighting. Engineers will provide the revised scope and potential cost increase information for the meeting agenda packet.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Set a date and time for a Workshop & Special Meeting at Holy Family to discuss the Hillside Sidewalk & Lighting project and finalize the scope of work for DEO.

FUNDING SOURCE: CDBG

ATTACHMENTS:

- 10/5/23 Meeting Minutes

STAFF’S COMMENTS AND RECOMMENDATIONS:

Recommend to schedule the workshop & special meeting ASAP to move the grant along as it is on a timeline.

A Workshop and Special Meeting of the Apalachicola City Commission was held on Thursday, October 5, 2023, at 4PM at Holy Family Center located at 203 7th Street, Apalachicola, Florida.

Present: Mayor Brenda Ash, Commissioner Despina George, Commissioner Donna Duncan, Commissioner Anita Grove, Commissioner Adriane Elliott, City Manager Travis Wade, City Clerk Lee Mathes, City Attorney Dan Hartman, Grants Coordinator Kendall Falkner, Planner Bree Robinson, Code Enforcement Officer PJ Erwin

AGENDA ADOPTION

Motion to amend agenda to include City Manager Wade's presentation before public comment made by Commissioner Grove, seconded by Commissioner Elliott. Motion carried 5 to 0.

WORKSHOP – HILLSIDE SIDEWALK PROJECT

City Manager Wade stated the purpose of this workshop is to receive public comments from the community for a CDBG project for sidewalks to be installed on MKL Blvd from 7th Street to 10th Street, on 8th Street from Avenue G to Avenue L, and on 7th Street from Avenue F to Avenue M. The original scope of the sidewalk was for the above except that the sidewalk on 7th Street was to run from Avenue J to Avenue K only, not from Avenue F to Avenue M as the new scope has outlined. A decision needs to be made on whether the Commission would like to proceed with the new expanded scope or the original scope.

Mayor Ash introduced project representatives Chris Guris and Josh Gunter.

Chris Guris and Josh Gunter outlined project funding and project scope.

PUBLIC COMMENT

Mayor Ash stated she has received numerous emails regarding the proposed sidewalk project.

Dennis Winterringer – commented on scope, lighting, tree removal, and budget.

Linda Buchanan – presented comments from Richard Dagenhart as he was unable to attend. Ms. Buchanan commented on C2 revitalization, rerouting sidewalk path, and trees.

Sheneidra Cummings – expressed support of sidewalk project in Hill Community.

Warrenetta Key – expressed support of sidewalk project.

Dolores Croom – expressed support of sidewalk project.

Grayson Shephard – commented on trees and possibility of rerouting sidewalk.

Myrtis Wynn – expressed support for sidewalk and lighting.

Willie Tolliver – commented on sidewalk route and stated the community has to come together for the project.

Jerry Hurley – withdrew comment card.

Leslie McWilliams – expressed concern about sidewalk route, trees, and water runoff.

Erin Rodriguez – expressed concern about sidewalk route.

LaRaela Lee-Coxwell – expressed concern about sidewalk route.

Martha Greene – expressed concern about water runoff and thanked Commission for proceeding with project for the Hill Community.

Anna Maria Cannatella – expressed concern about sidewalk route.

Elinor Mount Simmons – expressed concern about sidewalk route.

Bonnie Kellogg – expressed support for sidewalks however route should be readdressed.

Mayor Ash asked project representatives how complex it is to change the project scope or make material changes to the project.

Chris Gunter outlined process in changing project scope.

Discussion held concerning project scope, sidewalk route, budget, tree removal along route, and lighting.

Commission agreed to have project engineers revise scope based on comments received and hold another workshop before a decision is made.

SPECIAL MEETING -

No special meeting held.

ADJOURNMENT

Motion to adjourn made by Commissioner Grove, seconded by Commissioner Elliott. Motion carried 5 to 0.

Brenda Ash, Mayor

Lee Mathes, City Clerk

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: February 6, 2024**

SUBJECT: Finance Director Hiring Decision

AGENDA INFORMATION:

Agenda Location: Unfinished Business
Item Number: 5
Department: Administration
Contact: Commissioner George/Commissioner Duncan
Presenter: Commissioner George/Commissioner Duncan

BRIEF SUMMARY: All qualified applicants for the Finance Director position have been interviewed. The position has been posted on the City's website, Facebook page, Indeed.com, and the Florida League of Cities website. At the January Regular Meeting the Commission was informed that a decision would be made at the February Regular Meeting.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

FUNDING SOURCE: n/a

ATTACHMENTS:

STAFF'S COMMENTS AND RECOMMENDATIONS:

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: February 6, 2023**

SUBJECT: ARPA

AGENDA INFORMATION:

Agenda Location: Unfinished Business
Item Number: 6
Department: Administration
Contact: Travis Wade
Presenter: Travis Wade

BRIEF SUMMARY: The ARPA funds need to be appropriated again. Would the Commission prefer to hold another workshop to establish prioritized projects to be appropriated?

RECOMMENDED MOTION AND REQUESTED ACTIONS:

FUNDING SOURCE:

ATTACHMENTS:

STAFF'S COMMENTS AND RECOMMENDATIONS:

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: February 6, 2024**

SUBJECT: Generator Contract

AGENDA INFORMATION:

Agenda Location: Unfinished Business
Item Number: 7
Department: Administration
Contact: Travis Wade
Presenter: Travis Wade

BRIEF SUMMARY: This contract is for two generators for the Police Department and for City Hall. Procurement was conducted by competitive bid process and BGN was the low bidder. This contract includes the generators and the complete installation of both.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Motion to Approve the contract.

FUNDING SOURCE: FEMA/HMGP and matched with CDBG funds

ATTACHMENTS: Contract

STAFF'S COMMENTS AND RECOMMENDATIONS:

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between The City of Apalachicola ("Owner") and
BGN Contractors ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Generator installation for the City of Apalachicola. Specific details are located in the Scope of Work section of this agreement.

ARTICLE 2 – CONTRACT TIMES

- 2.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 2.02 Contract Times:

All work must be completed no later than August 31, 2024.

ARTICLE 3 – CONTRACT PRICE

- 3.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, a contract price of: \$211,650.00 - this price includes all components of the generator installation included in the scope of work section of this agreement.

ARTICLE 4 – PAYMENT PROCEDURES

- 4.01 Submittal and Processing of Payments

- A. Contractor shall submit invoices for payment in accordance with the Scope of Work and ITB.

ARTICLE 5 – CONTRACTOR'S REPRESENTATIONS

- 5.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
-

- B. Contractor has visited the Sites, conducted a thorough, alert visual examination of the Sites and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- E. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 6 – CONTRACT DOCUMENTS

6.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. CDBG Supplemental Conditions for Construction
 - 3. Additional CDBG Conditions
 - 4. Wage Decision (project specific)
 - 5. Federal Contract Provisions
 - 6. Scope of Work (project specific)
 - 7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives
 - c. Change Orders
- B. The documents listed in Paragraph 6.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 6.

ARTICLE 7 – MISCELLANEOUS

7.01 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the
-

Contract Documents.

7.02 Successors and Assigns

Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

7.03 Severability

Provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7.04 Contractor's Certifications

Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 7.04:

"Corrupt Practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

"Fraudulent Practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

"Collusive Practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

"Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, partnerships, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

1. Termination (Cause and Convenience)
2. Access to Records
3. Retention of Records
4. Remedies
5. Environmental Compliance (Clean Air Act and Clean Water Act)
6. Energy Efficiency
7. Special Equal Opportunity Provisions
8. Conflict of Interest
9. Utilization of Minority and Women's Businesses
10. Federal Labor Standards Provisions (Davis-Bacon, Copeland, and Contract Work Hours Act)
11. Guidance to Contractor for Compliance with Labor Standards Provisions
12. E-Verify

=====

1. Termination (Cause and Convenience)

- A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be affected unless the other party is given:
 - (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and
 - (2) an opportunity for consultation with the terminating party prior to termination.
- B. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.
- C. If termination for default is affected by the local government, an equitable adjustment in the price for this contract shall be made, but
 - (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and
 - (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is affected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

- D. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.

- E. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.
- F. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

2. Access to Records

The local government, the Florida Department of Economic Opportunity, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

3. Retention of Records

The contractor shall retain all records relating to this contract for six years after the local government makes final payment and all other pending matters are closed.

4. Remedies

Unless otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

5. Environmental Compliance

If this contract exceeds \$100,000, the contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 CFR Part 15). The contractor shall include this clause in any subcontracts over \$100,000.

6. Energy Efficiency

The contractor shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

7. Special Equal Opportunity Provisions

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under.)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, 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.

- (2) The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) Contractors shall incorporate foregoing requirements in all subcontracts.

**B. Executive Order 11246, as Amended (through 2014), Section 202 Equal Opportunity Clause
 (Applicable to contracts/subcontracts above \$10,000)**

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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advancements 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, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information."
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The contractor will include 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 204 of Executive Order No. 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(C) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000.)

- (a) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- (b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Female participation: 6.9% (statewide)

Minority participation (See Appendix at CDBG-25 for goals for each county)

These goals are applicable to all Contractor's construction work (whether or not it is federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established or the geographic area where the contract resulting from his solicitation is to be performed. The hours of minority and female employment or training must be substantially uniform throughout the length of the contract and in each trade the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (c) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- (d) As used in this Notice, and in the contract resulting from the solicitation, the "covered area" is the county in which the contract work is being undertaken.

(D) 41 CFR 60-4.3. Equal Opportunity Clauses

- (a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all nonconstruction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

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:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) 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 Island); and
 - (iv) 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 goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7.A. through 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 geographic area where the contract 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 office 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 nonworking 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 therefor, 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 areas 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 recruitment 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 work force.
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 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 nonsegregated 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 (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 (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 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 underutilized).
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 sections 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 extensively as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its effort 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 proceed 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 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 numbers, 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 and upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

D. Certification of Non-Segregated Facilities (Contracts over \$10,000)

The contractor does not maintain or provide for its employees any segregated facilities at any of its establishments, and does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, “segregated facilities” mean 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, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it 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 it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods) .

E. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

F. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

G. “Section 3” Compliance in the Provision of Training, Employment and Business Opportunities

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- (6) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (7) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

H. Section 503 Handicapped (Contracts \$2,500 or more)

- (1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

- (5) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (6) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

I. Age Discrimination in Employment Act of 1967, as Amended

It shall be unlawful for an employer-

- (1) to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's age;
- (2) to limit, segregate, or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's age; or
- (3) to reduce the wage rate of any employee in order to comply with this chapter.

J. Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA)

- (1) Under Title II of the Genetic Information Nondiscrimination Act, it is illegal to discriminate against employees or applicants because of genetic information. Employers are prohibited from using genetic information in making employment decisions. GINA restricts employers and other entities covered by Title II (employment agencies, labor organizations and joint labor-management training and apprenticeship programs - referred to as "covered entities") from requesting, requiring or purchasing genetic information, and strictly limits the disclosure of genetic information.

The law forbids discrimination on the basis of genetic information when it comes to any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoffs, training, fringe benefits, or any other term or condition of employment.

- (2) "Genetic information" includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about the manifestation of a disease or disorder in an individual's family members (i.e. family medical history). Family medical history is included in the definition of genetic information because it is often used to determine whether someone has an increased risk of getting a disease, disorder, or condition in the future.

8. Conflict of Interest of Officers or Employees of the Local Jurisdiction, Members of the Local Governing Body, or Other Public Officials

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

9. Utilization of Minority and Women Firms (M/WBE)

The contractor shall take all necessary affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services, Office of Supplier Diversity,
- Florida Department of Transportation (construction services, particularly highway),
- Minority Business Development Center in most major cities, and
- Local government M/WBE programs in many large counties and cities.

A firm recognized as an M/WBE by any of the above agencies is acceptable for the CDBG program.

10. Federal Labor Standards Provisions

(Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act) The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

- A. (1) (a) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits; therefore, only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

- (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
 - (iii) In the event that the Contractor, the laborers or mechanics to be employed in the Classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designed for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that the additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
 - (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (b)(ii) or (iii) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (d) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (2) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD, or its designee may, after written notice to the contractor, sponsor, applicant, or owners, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

- (3) (a) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).
- (b) (i) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owners, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).
- (ii) Each payroll submitted shall be accompanied by a “Statement of Compliance”, signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(I) and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Option Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph A(3)(b)(ii) of this section.

- (iv) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (c) The contractor or subcontractor shall make the records required under paragraph A(3)(a) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.
- (4) (a) Apprentices and Trainees.
 - (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with the determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) **Equal Employment Opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (5) **Compliance with Copeland Act Requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contract shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.
- (7) **Contract Termination, Debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by referenced in this contract.
- (9) **Disputes Concerning Labor Standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U. S. Department of Labor (USDOL) set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the USDOL, or the employees or their representatives.
- (10) (a) **Certification of Eligibility.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
 - (c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 USC 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, USC, “Federal Housing Administration transactions”, provides in part “Whoever, for the purpose of ... influencing in any way the action of such Administration ... makes, utters or publishes any statement, knowing the same to be false ... shall be fined not more than \$5,000 or imprisoned not more than two years, or both.”
- (11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.
- B. Contract Work Hours and Safety Standards Act. As used in the paragraph, the terms “laborers” and “mechanics” include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.
 - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
 - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.
- C. Health and Safety
 - (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

- (2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).
- (3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

11. Guidance to Contractor for Compliance with Labor Standards Provisions

A. Contracts with Two Wage Decisions

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification **must** be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

B. Complying with Minimum Hourly Amounts

- (1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the “Rates” and “Fringe Benefits” (if any) columns of the applicable wage decision.
- (2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the “Rates” and “Fringe Benefits” columns.
- (3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.
- (4) The hourly value of the fringe benefit is calculated by dividing the contractor’s annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

C. Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and related acts only establish minimum rates and does not address overtime; the Contract Work Hours Act contains the overtime requirement and uses “basic rate of pay” as the base for calculation, not the minimum rates established by the Davis-Bacon and related acts.)

D. Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

E. Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the State agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The USDOL must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

F. Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

G. Sole Proprietorships/Independent Contractors/Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as "owner" is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

H. Apprentices/Helpers

A worker may be classified as an apprentice **only if participating in a federal or state program.**

Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of the journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the “trade” depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a “helper”. As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

12. **E-Verify**

Contractors and subcontractors performing work funded by CDBG subgrants are required to enroll in the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees that they hire during the term of their contracts under Executive Order 11-116, signed by the Governor of Florida on May 27, 2011.

- (a) E-Verify is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States. A contractor or subcontractor that has not signed up for E-Verify and executed a memorandum of understanding with the Department of Homeland Security can enroll in the E-Verify system on the Department of Homeland Security’s website listed below:

<http://www.uscis.gov/e-verify/e-verify-enrollment-page>

- (b) Contractors and subcontractors shall enroll in the E-Verify system prior to hiring any new employee after the effective date of their contracts to perform work on CDBG-funded projects. The address for obtaining an Employer Memorandum of Understanding is:

[http://www.uscis.gov/sites/default/files/USCIS/Verification/E-Verify/E-Verify Native Documents/MOU for E-Verify Employer.pdf](http://www.uscis.gov/sites/default/files/USCIS/Verification/E-Verify/E-Verify%20Native%20Documents/MOU%20for%20E-Verify%20Employer.pdf)

- (c) The Department of Homeland Security offers tutorials and other assistance at the web address below:

<http://www.uscis.gov/e-verify/you-start>

Appendix
Minority Participation Goals

These are the goals, by county, for meeting the minority participation portion of Section 7-B(2)(b) of the CDBG Supplemental Conditions. These are contractor workforce goals, not goals for subcontracting to minority and women firms. Solicitation of minority and women firms as subcontractors is a separate federal requirement which the contractor must document compliance with.

<u>Tampa-St. Petersburg Area</u>	<u>Percentage</u>
Hillsborough, Pinellas, Pasco.....	17.9
Charlotte, Citrus, Collier, DeSoto,.....	17.1
Hardee, Hernando, & Highlands (all seven counties)	
Lee	15.3
Manatee.....	15.9
Polk.....	18.0
Sarasota	10.5

<u>Tallahassee Area</u>	
Leon, Wakulla	24.3
Calhoun, Franklin, Gadsden, Jackson,.....	29.5
Jefferson, Liberty, Madison, & Taylor (all eight counties)	

<u>Pensacola - Panama City Area</u>	
Bay	14.1
Escambia, Santa Rosa	18.3
Gulf, Holmes, Okaloosa,.....	15.4
Walton, & Washington (all five counties)	

<u>Jacksonville Area</u>	
Alachua	20.6
Baker, Clay, Duval, Nassau, & St. Johns	21.8
Bradford, Columbia, Dixie, Gilchrist	22.2
Hamilton, Lafayette, Levy, Marion, Putnam, Suwannee, & Union (all 11 counties)	

<u>Orlando - Daytona Beach Area</u>	<u>Percentage</u>
Volusia	15.7
Brevard.....	10.7
Orange, Osceola, & Seminole (all three counties).....	15.5
Flagler, Lake, & Sumter (all three counties)	14.9

<u>Miami - Fort Lauderdale Area</u>	
Dade	39.5
Broward	15.5
Palm Beach.....	22.4
Glades, Hendry, Indian River, Monroe,.....	30.4
Okeechobee, Martin, & St. Lucie (all seven counties)	

ADDITIONAL CDBG SUPPLEMENTAL CONDITIONS:

Environmental Conditions

If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The Owner shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850) 245-6333. Project activities shall not resume without verbal and/or written authorization from the Florida Department of State.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

If an endangered/threatened species is encountered during construction, take appropriate actions to protect the animal/plant from harm or disruption to breeding/nesting.

Contractor shall obtain and comply with all required permits, including but not limited to Environmental Resource Permit, Building Permit (all relevant trades), and permit(s) for asbestos and lead abatement.

Items to be Posted on Jobsite

- A. Applicable Federal Wage Decision
- B. Employee Rights poster
- C. EEO is the Law
- D. EEO is the Law supplementary poster
- E. OSHA Job Safety and Health poster

BGN Contractors acknowledges that the Advertised ITB and the company response become part of the executed agreement. In addition, by initialing below, acknowledge certain deliverables due to the City of Apalachicola on the 1st day of every month.

The Contractor, BGN Contractors, agrees that they and all their subcontractors will adhere to the following requirements. Reports will need to be submitted on the 1st day of every month for the duration of the agreement to Sarah Bourque, the Grant Manager. **Noncompliance with these regulations may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.**

BGN Contractors agrees to abide by the Equal Employment Opportunity (EEO) Laws of the United States.

BGN Contractors agrees to comply with HUDs regulations in 24 CFR part 135 to implement section 3. We certify that we are not under contractual or other impediment that would prevent us from complying with part 135 regulations. _____

In accordance with 24 CFR 75, 25% of hours should be completed by Section 3 workers and 5% of hours should be completed by Targeted Section 3 workers. Attached to this amendment is the ITB response which includes the Section 3 plan submitted by BGN Contractors to become part of the executed contract.

BGN Contractors agrees to submit the below information: _____

- Total number of labor hours worked.
- Total number of labor hours worked by Section 3 workers.
- Total number of labor hours worked by Targeted Section 3 workers.

BGN Contractors agrees to submit monthly the qualitative efforts conducted: _____

- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- Hold job fairs.
- Provided training or apprenticeship opportunities.
- Assist Section 3 workers to obtain financial literacy training.
- Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.

BGN Contractors certifies that any vacant employment positions, including training positions, that are filled after the they were selected but before the contract was executed with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. _____

BGN Contractors agrees to post notices in conspicuous places at all work sites where the generators are being installed where both employees and applicants for training and employment positions can see the notices. The notices shall describe the section 3 preference, shall set forth minimum number and job titles

subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. _____

The City of Apalachicola agrees to take appropriate action, as provided in an applicable provision of the BGN Contractors agreement, to report any findings that BGN Contractors is in violation of the regulations in 24 CFR part 135.

BGN Contractors agrees to adhere to all requirements listed in Section 8.0 of the executed agreement and all clauses in 29 CFR 5.5(a). _____

BGN Contractors agrees to post the Davis Bacon poster, WH-1321 at all work sites where the generators are being installed where all employees can see the notices. _____

BGN Contractors agrees to provide the City of Apalachicola with a list of all employees and subcontractor employees that will be working on the generator installation along with their role in the project and rate of pay. _____

BGN Contractors agrees to abide by the Davis Bacon Wage Determination and post those Wage Determinations at every generator site location. _____

BGN Contractors agrees to submit payroll weekly to the City of Apalachicola. _____

BGN Contractors acknowledges that the City of Apalachicola will be performing employee interviews on site throughout the project. _____

WAGE DETERMINATION

"General Decision Number: FL20240011 01/05/2024

Superseded General Decision Number: FL20230011

State: Florida

Construction Type: Building

County: Franklin County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number
0

Publication Date
01/05/2024

ELEC1205-004 06/05/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 30.10	7.85+14%

ENGI0673-007 05/01/2021

	Rates	Fringes
OPERATOR: Crane		
Gantry Crane & Bridge Crane..	\$ 28.81	12.00
Tower Crane; Locomotive		
Crane; Crawler Crane;		
Truck Crane; & Hydro Crane..	\$ 32.62	12.00

IRON0597-004 04/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL AND		
REINFORCING.....	\$ 28.50	12.98

SUFL2009-046 05/22/2009

	Rates	Fringes
CARPENTER.....	\$ 12.92 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 11.50 **	0.00
LABORER: Common or General.....	\$ 8.14 **	0.00
LABORER: Pipelayer.....	\$ 11.42 **	1.95
OPERATOR: Backhoe/Excavator.....	\$ 12.43 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 9.58 **	0.00
PAINTER: Brush, Roller and Spray.....	\$ 10.10 **	0.00
PLASTERER.....	\$ 15.90 **	0.00
PLUMBER.....	\$ 10.48 **	2.06
ROOFER: Built Up, Composition, Hot Tar and Single Ply.....	\$ 12.00 **	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 11.72 **	2.19
TRUCK DRIVER, Includes Dump and 10 Yard Haul Away.....	\$ 8.00 **	0.15

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$17.20) or 13658

(\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

SCOPE OF WORK

Install permanent emergency generators of sufficient size to provide 100% power for the locations listed below. Each installation shall include cement pads (where applicable), automatic transfer switches, gas lines (where applicable) and all electrical upgrades connections necessary for safe and efficient operation. The generator(s) shall be protected against a 500-year flood event by implementing specific activities as identified in FEMA guidelines or by locating the generator outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in compliance with Federal, State, and Local rules and regulations.

The contractor will be responsible for submitting the following documents:

- Copy of permit(s), notice of commencement.
- Local Building Official Inspection Reports and Final Approvals
- A copy of the electrical design, specifications and/or drawings elaborated to complete the scope.
- Signed and sealed copy of As-built plans, as applicable
- Certified Letter of Completion, as applicable:
 - Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
 - Certifying compliance with all applicable codes
- All product specifications/data sheets (technical standards) satisfying protection requirements on all products utilized.
 - All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- Proof of compliance with project conditions

Project Locations:

FACILITY NAME	ADDRESS	LOCATION/COORDINATES	ESTIMATED GENERATOR SIZE
Police Department & Fire Department	127 Avenue E, Apalachicola, FL	29.723224/-84.989896	60 kW
City Hall	192 Coach Wagoner Blvd., Apalachicola, FL	29.723840/-84.997108	200 kW

SUBMITTED ITB

BIDDER INFORMATION

Failure to complete all fields in all forms, or to provide any additional documentation or information required in the ITB, may result in your BID being rejected as non-responsive.

BIDDER NAME: BGN Contractors

BIDDER LICENSE #: CGC1520684

ADDRESS: 1901 N East Ave

Panama City FL 32405

TELEPHONE: 850-215-4875

E-MAIL: jbryant@bgncontractors.com

Name of Person submitting bid and authorized to bind bidder: Jason Bryant

Title: Project Manager

Signature: 

Date: 11/29/2023

If the Bidder is a Joint Venture, there must be a clear statement that the Vendor is a joint venture; the joint venture has been in effect for a period of not less than two (2) years, and representation to act as to authority to act. If there is no such statement and representation, Bidder will not be evaluated as a Joint Venture and it will be assumed the Contractor shown on the transmittal letterhead will be the prime Contractor with whom the County would contract, with all other Contractors being considered as sub-contractors.

Bid total information		
Turnkey Price for the Entire Project	\$ 397,050. ⁰⁰	\$211,650 - DR4399
		\$185,400 - DR4886
<div style="border: 1px dashed black; height: 50px; margin-top: 10px; text-align: center; color: lightgray;">Place Item Drive Here</div>		

Must be page 1 of your bid submission.

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): **BGN Contractors**
1901 N East Avenue
Panama City, FL 32405

SURETY (Name, and Address of Principal Place of Business): **Atlantic Specialty Insurance Company**
605 Highway 169 North, Suite 800
Plymouth, MN 55441

OWNER: **City of Apalachicola**
192 Coach Wagoner Blvd
Apalachicola FL, 32320

BID

Bid Due Date: 11/29/2023

Description: Critical Facilities Generator

BOND

Bond Number: N/A

Date: 11/29/2023

Penal sum 5% of Total Bid \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

BGN Contractors

Bidder's Name and Corporate Seal

By: [Signature]
Signature

Bryan Golden
Print Name

Owner
Title

Attest: [Signature]
Signature

Project Manager
Title

SURETY

Atlantic Specialty Insurance Company

Surety's Name and Corporate Seal

By: [Signature]
Signature

Michael W. Brown
Print Name

Attorney-in-Fact
Title

Attest: [Signature]
Signature **Angela Baker**

Agent

Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Kevin Mason, Jo M. Chonko, Michael W Brown**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:


Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

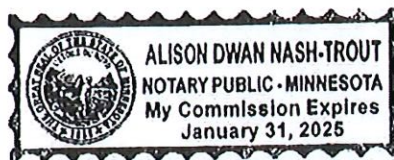
STATE OF MINNESOTA
HENNEPIN COUNTY



By


Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 29th day of November, 2023

This Power of Attorney expires
January 31, 2025




Kara Barrow, Secretary

SUBCONTRACTORS/SUPPLIERS FORM

Bidders must provide a list of any subcontractors or suppliers they intend to use in the performance of services under this Contract. In the event that a contractor desires to hire a subcontractor for the performance of services of any particular work order that has not been provided on this form, that Contractor must obtain prior written approval for each such subcontractor.

BGN Contractors

Bidder Name

Bidders are required to submit subcontractor and/or supplier information, if any, in the spaces below. Attach additional sheets, as necessary. The City of Apalachicola reserves the right to approve/disapprove any proposed subcontractor. (Multiple copies of this form may be submitted, if additional space is needed.)

Subcontractors		
	Subcontractor #1	Subcontractor #2
Company Name:	N/A	
Address:		
Contact Name(s):		
Phone:		
Email:		
Description of Work:		

Suppliers		
	Supplier #1	Supplier #2
Company Name:	TBD	
Address:		
Contact Name(s):		
Phone:		
Email:		
Description of Work:		


Authorized Signature

Project Manager
Title

SWORN STATEMENT UNDER FLORIDA STATUTE SECTION 287.133 (3) (A) ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for City of Apalachicola
 2. This sworn statement is submitted by (entity), BGN Contractors,
whose business address is, 1901 N East Ave Panama City FL 32405,
and (if applicable) Federal Employer Identification Number (FEIN) is 82-4527358 (if the
entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
 3. My name is Jason Bryant and my relationship to the entity named
above is Project Manager (title).
 4. I understand that a "public entity crime" as defined in paragraph 287.133(1) (g) Florida Statute, means a
violation of any state or federal law by a person with respect to and directly related to the transaction of
business with any public entity or with an agency or political subdivision of any other state or with the
United States including, but not limited to , any bid or contract for goods or services to be provided to any
public entity or any agency or public subdivision of any other state or of the United States and involved
antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
 5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes,
means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any
federal or state trial court of records relating to charges brought by indictment or information after July 1,
1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
 6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
A predecessor or successor of a person convicted of a public entity crime; or an entity under the control
of any natural person who is active in the management of the entity and who has been convicted of a
public entity crime. The term "affiliate" includes those officers, directors, executives, partners,
shareholders, employees, members, and agents who are active in the management of an affiliate. The
ownership by one of shares constituting a controlling income among persons when not for fair
interest in another person, or a pooling of equipment or income among persons when not for fair market
value under a length agreement, shall be a prima facie case that one person controls another person. A
person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall
be considered an affiliate.
 7. I understand that a "person" as defined in paragraph 287.133 (1) (e), Florida Statutes, means any natural
person or entity organized under the laws of the state or of the United States with the legal power to enter
into a binding contract provision of goods or services let by a public entity, or which otherwise transacts or
applies to transact business with a public entity. The term "person" includes those officers, directors,
executives, partners, shareholders, employees, members, and agents who are active in management of
an entity.
 8. Based on information and belief, the statement which I have marked below is true in relation to the entity
submitting this sworn statement. (Please indicate which statement applies)
- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders,
employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been
charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners,
shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the

entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)

- ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
- ☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

I understand that the submission of this form to the contracting officer for the Public Entity identified in paragraph 4 above is for that Public Entity only, and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the Public Entity prior to entering a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two of any change in the information contained in this form.


Signature

11/29/2023

Date

STATE OF FLORIDA

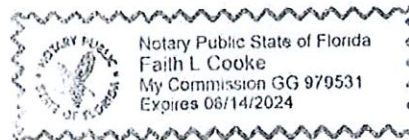
COUNTY OF: Bay

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of Nov. 29, 2023 and is personally known to me, or has provided _____ as identification.

Faith L. Cooke

Notary Public

My Commission expires June 14, 2024



CONFLICT OF INTEREST DISCLOSURE FORM

Please mark which of the following applies to you/your company:

 x I hereby attest that no City of Apalachicola employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their corporation/partnership/individual business.

 The following person(s) name(s) and position(s) with your business.

NAME(S)

POSITION(S)

(Signature)

Title / Date: Project Manager 11/29/2023

Business Name: BGN Contractors

DRUG FREE WORKPLACE CERTIFICATION

The undersigned in accordance with Section 287.087, Florida Statutes hereby certifies that the Firm/Bidder does the following:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or no contest to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Firm/bidder complies fully with the above requirements.

BGN Contractors

Firm/Bidder

Project Manager

Title

Authorized Signature

11/29/2023

Date

INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION

The following information will be provided to Calhoun County for incorporation in legal documents. It is; therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)
Is this a Florida Corporation: Yes or No
If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____
What kind of corporation is it: "For Profit" or "Not for Profit"
Is it in good standing: Yes or No
Authorized to transact business
in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document #: L18000045916
Does it use a registered fictitious name: Yes or No

Name of Officers:

President: Gage Golden Secretary: _____
Vice President: Jason Bense Treasurer: _____
Director: Patrick Neville Other: _____

Name of Corporation (As used in Florida):

Gage Golden Construction DBA BGN Contractors

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____ City, State, Zip: _____
Street Address: 19101 N East Ave City, State, Zip: Panama City FL 32405

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

Federal Identification Number: 82-4527358

(For all instruments to be recorded, taxpayer's identification is needed)

Name and Title of individual who will sign the instrument on behalf of the company:

R. Gage Golden - Owner

(Spelled exactly as it would appear on the instrument)

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Consultant shall submit a copy of the resolution together with the executed contract to the Office of Purchasing).

44 C.F.R. APPENDIX A, PART 18
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid).

The undersigned certifies, to the best of his or her knowledge, that:

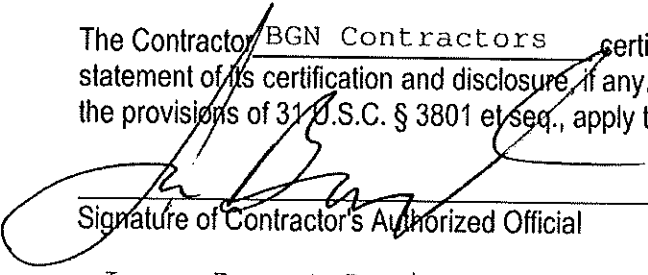
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor BGN Contractors certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jason Bryant Project Manager

Name and Title of Contractor's Authorized Official

11/29/2023

Date

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that BGN Contractors [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had and shall have their work authorization status verified through the E-Verify system.

A true and correct copy of BGN Contractors [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Contractor acknowledges that section 448.095, Florida Statutes, requires that if Contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

Signature: _____

Print Name: _____

Jason Bryant

Date: 11/29/2023

ANTI-COLLUSION STATEMENT

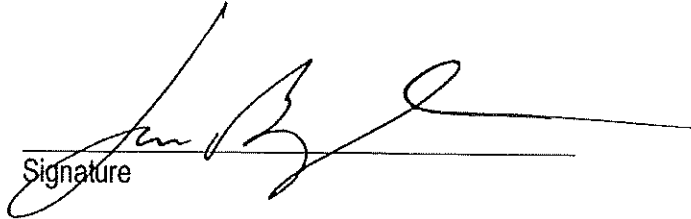
I hereby attest that I am the person responsible within my company for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my company.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose or with the effect of restricting competition with any other company or person who is a bidder or potential prime bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other company or person who is a bidder or potential prime bidder on this project and will not be so disclosed prior to bid opening.
3. Neither the prices nor the amount of the bid of any other company or person who is a bidder or potential prime bidder on this project have been disclosed to me or my company.
4. No attempt has been made to solicit, cause, or induce any company or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this company, or any intentionally high or noncompetitive bid or other form of complementary bid.
5. No agreement has been promised or solicited for any other company or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive, or other form of complementary bid on this project.
6. The bid of my company is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any company or person to submit any intentionally high, noncompetitive or other form of complementary bid.
7. My company has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any company or person, or offered, promised or paid cash or anything of value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by any company or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
8. My company has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any company or person and has not been promised or paid cash or anything of value by any company or person, whether in connection with this or any other project, in consideration for my company's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
9. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval or submission of my company's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
10. I understand and my company understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Florida Department of Transportation, of the true facts relating to submission of bids for this contract.

ANTI-COLLUSION STATEMENT - SIGNATURE

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

 Signature	BGN Contractors
Project Manager	Company Name
Title	1901 N East Ave
	Panama City FL 32405
	Address
11/29/2023	850-215-4875
Date	Phone Number

DEBARMENT

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Contractor Covered Transactions

- (1) The prospective contractor, BGN Contractors, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

Contractor Name:

BGN Contractors

By:


Signature

Jason Bryant Project Manager

Name and Title

1901 N East Ave

Street Address

Panama City FL 32405

City, State, Zip

11/29/2023

Date



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GOLDEN, RONALD GAGE

BGN CONTRACTORS
1901 N EAST AVE
PANAMA CITY FL 32405

LICENSE NUMBER: CGC1520684

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Basis of Bid

	Description	Price
City of Apalachicola Police Department & Fire Department Generator		
Generator Size	60Kw diesel 120/240v	\$ 37,000
Brand	Cat	
Fuel Type	diesel	
Tank Size		
Electrical	material	\$ 2,700
Concrete Pads		
Labor		\$ 10,000
Other (be descriptive)	Profit & overhead	\$ 19,600
Subtotal		\$ 69,300.00
City of Apalachicola City Hall Generator		
Generator Size	200Kw & ATS	\$ 80,000
Brand		
Fuel Type	diesel	
Tank Size		
Electrical	material	\$ 20,150
Concrete Pads		
Labor		\$ 20,000
Other (be descriptive)	Profit & overhead	\$ 22,200
Subtotal		\$ 142,350.00
City of Apalachicola Wastewater Vacuum Station - Portable Generator		
Generator Size	200Kw & transfer	\$ 140,000
Brand		
Fuel Type	diesel	
Tank Size		
Electrical	material	\$ 12,000
Concrete Pads		
Labor		\$ 4,000
Other (be descriptive)	Profit & overhead	\$ 29,400
Subtotal		\$ 185,400
Total Base Bid		\$ 387,050.00

SECTION 3 PROJECT PLAN

Instructions

1. All contractors and subcontractors on the Project must fill out this Section 3 Project Plan form.
2. The Plan must represent the contractor's commitments to comply with Section 3, and include a description of efforts to accomplish the Plan.
3. The contractor shall implement the Plan, including reporting monthly on the status of the Plan.

Company Name: BGN Contractors

Project: Critical Facilities Generator

Subcontractor: N/A

Contact Person / Phone #: Jason Bryant 850-215-4875

Contract Amount: _____

Are you a Certified Section 3 Business Concern?

- ☐ Yes, certification and supporting documentation were provided.
- ☒ No, but will worked to attain HUD Section 3 goals to the greatest extent feasible.

Are you a Construction Contractor or a Non-construction Contractor?

- ☒ Construction Contractor
- ☐ Non-Construction Contractor

Section 3 Training, Employment and Subcontracting Goals

The contractor has set minimum numerical goals for the Project to ensure that, to the greatest extent feasible, economic opportunities are provided to Section 3 residents and Section 3 business concerns. The numerical goals stated above shall apply to apply to newly created employment and/or subcontracting opportunities. The Contractor's minimum Section 3 goals are as follows:

- Employment: Thirty percent (30%) of the aggregate number of new hires to be Section 3 residents;
- Subcontracting: (a) At least ten percent (10%) of the total dollar amount of all Section 3 covered subcontracts for construction, and (b) At least three percent (3%) of the total dollar amount of non-construction covered Section 3 subcontracts to eligible Section 3 business concerns.

The Contractor will further ensure that, to the greatest extent feasible, its subcontractors provide training, employment and contracting opportunities to Section 3 residents and Section 3 business concerns.

Section 3 Hiring Preference

The contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of section 3 covered assistance to section 3 residents in the order of priority listed below. Priority consideration shall be given, where feasible, to:

- 1st: Section 3 residents residing in the service area or neighborhood in which the section 3 covered project is located (collectively, referred to as category 1 residents).
- 2nd: Participants in HUD Youthbuild programs (category 2 residents).
- 3rd: Where the section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 et seq.), homeless persons residing in the service area or neighborhood in which the section 3 covered project is located shall be given the highest priority.
- 4th: Other section 3 residents.

Section 3 Preference for Contracting with Section 3 Business Concerns

Section 3 business concerns shall be given priority in contracting for work, in the following order of priority:

- 1st: Section 3 business concerns that provide economic opportunities for section 3 residents in the service area or neighborhood in which the section 3 covered project is located (category 1 businesses); and
- 2nd: Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);
- 3rd: Other section 3 business concerns.

Description of Efforts to Implement Section 3 Project Plan

At a minimum, the Contractor shall attempt to recruit low-income residents through local advertising media, signs prominently displayed at the project site, community organizations and public or private agencies operating within the area in which the Section 3 covered program or project is located. Additionally, the Contractor may employ multiple measures (as described in the Appendix A, attached) in order to offer training and employment opportunities to Section 3 residents.

The Contractor shall attempt to award subcontracts to Section 3 business concerns by utilizing the some of the examples as set forth in the Appendix A.

If the project generates training opportunities, then the contractor will give preference for those training opportunities to section 3 residents. Such training opportunities might include internships or apprenticeships. Contractor shall implement procedures designed to notify section 3 residents about the training.

Definitions

- a. A "Section 3 resident" is
 - A public housing resident; or
 - a low- (< 80% AMI) or very low- (<50% AMI) income person residing in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended. See HUD website at www.hud.gov/section3.
- b. "Section 3 business concern" means a business concern—
 - (1) That is 51 percent or more owned by section 3 residents; or
 - (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
 - (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."
- c. A new hire means a full-time employee for a new permanent, temporary, or seasonal employment opportunities.
- d. Hiring Categories as identified by HUD:
 1. 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, registered professional nurses, personnel and labor relations specialists, physical scientists, physicians, social scientists, teachers, surveyors and kindred workers.
 2. TECHNICIANS.
Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through 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: computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.
 3. 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, collectors (bills and accounts), messengers and office helpers, office machine operators (including computer), shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, legal assistants, and kindred workers.

4. OFFICIALS AND MANAGERS.

Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for execution 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 supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.

5. SALES.

Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond salesworkers, demonstrators, salesworkers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

6. CRAFT WORKERS (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 supervisors and lead operators who are not members of management, mechanics and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern and model makers, stationary engineers, tailors and tailoresses, arts occupations, handpainters, coaters, bakers, decorating occupations, and kindred workers.

7. OPERATIVES (SEMISKILLED).

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. Includes: apprentices (auto mechanics, plumbers, bricklayers, carpenters, electricians, machinists, mechanics, building trades, metalworking trades, printing trades, etc.), operatives, attendants (auto service and parking), blasters, chauffeurs, delivery workers, sewers and stitchers, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flamecutters, electrical and electronic equipment assemblers, butchers and meatcutters, inspectors, testers and graders, handpackers and packagers, and kindred workers.

8. LABORERS (UNSKILLED).

Workers in manual occupations which generally require no special training who perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, groundskeepers and gardeners, farmworkers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

9. SERVICE WORKERS.

Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institutions, professional and personal service, including nurses' aides, and orderlies), barbers, charworkers and cleaners, cooks, counter and fountain workers, elevator keepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, ushers, public transportation attendants, and kindred workers.

Section 3 Clause

All subcontracts shall include the Section 3 Clause found at 24 CFR 135.38 (see Appendix B attached) and fully incorporate into the subcontract by reference.

Section 3 Reporting/Recordkeeping by Contractor

The Contractor will report Section 3 activities on a monthly basis on the provided Section 3 Status Report. The City/County shall have access to all records, reports, and other documents or items of the Contractor that are maintained to demonstrate compliance with the Section 3 regulations, or that are maintained in accordance with the regulations governing Section 3 covered assistance is provided or otherwise made available to the Contractor.

Section 3 Compliance Monitoring of Subcontractors

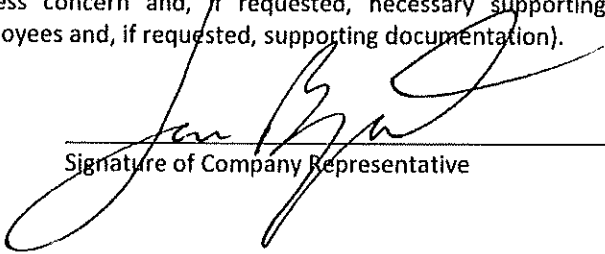
The Contractor shall share the responsibility of Section 3 with the subcontractors that are awarded contracts to which Section 3 is applicable. If the subcontractor has the need to hire new persons to complete the Section 3 covered contract or needs to subcontract portions of the work to another business, they are required to direct their newly created employment and/or

subcontracting opportunities to Section 3 residents and business concerns. The same numerical goals apply to subcontractors (i.e., 30 percent of new hires, 10 percent of construction contracts, and 3 percent of non-construction contracts). In addition, the subcontractor will be required to notify the Contractor about their efforts to comply with Section 3 and submit any required documentation as set forth below. Subcontractors will be required to provide to the Contractor a Section 3 Status Report capturing the following data:

- The number of full time positions with the Subcontractor.
- Of those full time positions, the number of Section 3 employees working for the Subcontractor.
- Supporting certification of Section 3 business concern and, if requested, necessary supporting information (Certifications of all Section 3 resident employees and, if requested, supporting documentation).

11/29/2023

Date


Signature of Company Representative

CITY OF APALACHICOLA
PLANNING & ZONING BOARD
REGULAR MEETING
Monday, December 11th, 2023
Community Center - 1 Bay Avenue
Minutes

Regular Meeting: 6:00 PM

Attendance: Joe Taylor, Bobby Miller, Lee McLemore, Jim Bachrach

1. Approval of November 13th, 2023 meeting minutes.
 - Motion to approve by Jim Bachrach; 2nd by Lee McLemore. All in favor – motion carried.
2. Review, Discussion and Decision for Certificate of Appropriateness & Fence. (R-1)(Historic District) @ 161 Avenue G, Block 89 Lot 1. For John Provenzano -Owner; Contractor: Erin Rodriguez Construction
 - Motion to approve by Jim Bachrach; 2nd by Lee McLemore. All in favor – motion carried.
3. Review, Discussion and Decision for Certificate of Appropriateness & Accessory Structure. (R-1)(Historic District) @ 77 14th Street, Block 86 Lot 7. For John & Laurie Hallman - Owner; Contractor: TBD
 - Motion to approve by Bobby Miller; 2nd by Lee McLemore. All in favor – motion carried.
4. Review, Discussion and Decision for Certificate of Appropriateness & Sign. (C-1)(Historic District) @ 127 Commerce Street Suite A, Block F1. For LeeAnne & Lindsey Poloronis for Sunkissed Boutique -Owner; Contractor: TBD
 - Motion to approve by Jim Bachrach; 2nd by Lee McLemore. All in favor – motion carried.
5. Review, Discussion and Decision for Certificate of Appropriateness & Mural. (C-1)(Historic District) @ 122 Commerce Street, Block F2 Lot 5. For Cindy Boyd -Owner; Artist: Javier Villlegas
 - Motion to approve by Bobby Miller; 2nd by Jim Bachrach. All in favor – motion carried.

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6. Review, Discussion and Decision for Fence. (R-2) @ 242 15th Street, Block 133 Lot 1&2. For Jeff Keith -Owner; Contractor: TBD
 - Motion to approve by Jim Bachrach; 2nd by Lee McLemore. All in favor – motion carried.
7. Review, Discussion and Decision for Certificate of Appropriateness & Accessory Structure. (R-1)(Historic District) @ 91 10th Street, Block 41 Lot 6-8. For Brenda Elliott/Richard Kerr - Owner; Contractor: TBD
 - Motion to approve by Bobby Miller; 2nd by Lee McLemore. All in favor – motion carried.
8. Review, Discussion and Decision for New Construction, Accessory Structure, Fence & Pool. (R-2) @ 216 15th Street, Block 132 Lot 2. For Apalach Homes, LLC -Owner; Contractor: GeoFlora Group LLC
 - Motion to approve a garage and office space in the accessory structure that will not be used as a dwelling by Jim Bachrach; 2nd by Lee McLemore. All in favor – motion carried.

Other/New Business:

- City Planner reminded the board that there are a couple of new ordinances (topics including signs, murals, and decks) that the P&Z Board need to be aware of. City Planner extended an open invitation to any board members that would like to meet and go over details of any new ordinances.

Outstanding/Unresolved Issues:

- N/A

Motion to adjourn the meeting by Jim Bachrach; 2nd by Bobby Miller. All in favor – meeting adjourned.

CITY OF APALACHICOLA
PLANNING & ZONING BOARD
REGULAR MEETING
Monday, December 11th, 2023
Community Center - 1 Bay Avenue
Minutes

Minutes approved by:

Chair, Joe Taylor

Date