

Standard Form of Agreement Between Contractor and Subcontractor

Project Information	
Project #	16-1221 HALLANDALE FS-7
Title	HALLANDALE BEACH FIRE RESCUE #7
Address	111 FOSTER RD
City, State, Zip	HALLANDALE BEACH, FL 33009
Country	

Contract Information	
Contract #	018
Issue Date	04/01/2016
Subject	Community Benefit Plan
Retainage Percentage (%)	
Work 0 %	Stored Mat'l. 0 %

Issued By	
Contact	Christopher Fazio
Company	West Construction, Inc.
Address	318 S. Dixie Hwy. Suite 4 - 5
City, State, Zip	Lake Worth, FL 33460-4452
Country	United States
Phone	561-588-2027 X 32
Fax	561-582-9419

Subcontractor	
Contact	Tim Burton
Company	South Florida Educational Development
Address	620 NW 2ND AVENUE
City, State, Zip	Hallandale Beach, Florida 33009
Country	USA
Phone	754-204-5947
Fax	

Scope of Work

We hereby propose to furnish all materials and necessary equipment and perform all labor necessary to complete the following work:

1) +LBE Technical Support: \$23,500.00

- a) SFEDC will provide a technical assistance program for the project to assist LBEs in the preparation of Applications for payment and certified payroll pursuant to project requirements.
- b) Assist LBEs through supportive services to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for their businesses;
- c) Assist LBEs in increasing their opportunities to participate in additional work in COHB and handle increasingly significant projects, with the ultimate goal of achieving self-sufficiency;
- d) Assist new, start-up, or emerging construction businesses; and,
- e) Assist them in developing their capability to utilize technology and conduct business through electronic media.

2) Workforce Development/Education: \$33,500.00

- a) SFEDC will provide workers access to a technical assistance program to prepare them for integration into the project as well develop their capacity for inclusion in future projects in COHB.
- b) SFEDC will assist with furthering and or continuing education of local workforce participant's.

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3) Workforce Utilization/Integration: \$12,500.00

Consistent with our commitment to utilize local workforce, it is imperative that deliberate engagement take place to ensure that local workers are given the opportunity to receive employment from subcontractors and potentially partner(s). SFEDC and partner(s) will align the project workforce to comply with the City's Community Benefit Ordinance with a minimum workforce of at least 33% participation goals as a percentage of total project workforce and communicate to the COHB. A number of issues need to be addressed to ensure the success of this endeavor, including employment readiness, subcontractor agreement to participate and train local workforce. SFEDC will work with partner to ensure Subcontractor participation and workforce readiness.

- a) SFEDC will assist Subcontractors in hiring local trained workers and will become a resource for Partner(s) in complying with the City workforce requirement.
- b) SFEDC will assist workforce in transportation to and from the project.

4) Utilization Monitoring: \$25,000.00

This task will include daily job site visits to collect data regarding the actual utilization of LBE subcontractors, suppliers and workforce during the term of the contract as compared with the anticipated use of the same at the time of bid submittal and GMP development. The data shall be used to develop the following reports to the COHB:

- a) SFEDC will maintain all records documenting that LBEs are utilized in performance of work on the project;
- i) Consistent with our commitment to utilize Local Business Enterprises in the performance of the work, we will provide LBE Utilization reports to the COHB on a monthly basis, which shall include, among other things, the names, addresses, phone number, Tax I.D. number, and certification numbers of all LBEs utilized on the project along with the corresponding value of the work performed. The report shall include the total value of subcontracts, suppliers and sub-subcontracts along with the corresponding percentage that this contract will be of the total project value in connection with the utilization goals of greater than 50%. The report shall also include a snapshot of current payments to LBEs and workforce in connection with the goal, along with any outstanding or delayed, rejected or denied payments and the corresponding reason for the same.
- ii) Good Faith Effort Report: Consistent with our Outreach goals, we will submit a report indicating our good faith efforts in contracting with and /or identifying LBEs and Workforce to participate in the project. The report shall include any job informational meetings or job fairs, special provisions given to the LBE or Worker in integrating the entity into the project. Any contracts awarded to an LBE who was not the low bidder shall also be included. The report shall also include reasons for denial of any worker, LBE to participate in the project.

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- iii) **Workforce Utilization Report:** Consistent with our commitment to utilize and train local skilled and unskilled residents. This report shall include the total number of hours worked by a local resident and their corresponding pay. Any worker who is enrolled in the SFEDC, Sheridan Vocational or any other entity affiliated with SFEDC programs will be documented as well, both singularly and by total aggregate.
- b) SFEDC will maintain copies of personnel documents establishing every local resident employee's record of residence. The information will be proprietary
- c) SFEDC will designate an outreach coordinator to be responsible for administering the local resident requirements for the CBP. This person shall meet regularly, or as may be required, with partner(s) staff to ensure compliance with the Local Resident requirements.
- d) Each Subcontractor will have primary responsibility for meeting established goals. Each month, the Subcontractor will submit certified payroll reports to the partner(s). SFEDC shall compare this certified payroll report to the outreach coordinator's field investigation. The hire date for an employee shall be included after the employee's name the first time an employee's name appears on a payroll. This information will be furnished in the Utilization Reporting.

5) Economic Impact Data Collection: \$12,500.00

- a) SFEDC will collect data from existing workers on-site to determine what their spending habits are for wages earned during the duration of the project.
- b) SFEDC will collect data from existing subcontractors on the project to identify local spending activity as a result of the project.
- c) SFEDC will track the flow of dollars earned from workers and LBEs and will conduct surveys with local businesses receiving those funds to determine economic benefit.
- d) Possible recipients of economic benefit can be fuel stations, convenience stores etc.

6) Monthly Reporting: \$12,500.00

- a) SFEDC will provide monthly reporting summaries to Partner(s) of work performed and results achieved.
- b) SFEDC will assist Partner(s) in the development of Workforce and LBE Utilization and Support Forms and monthly reporting.

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7) Grievance Assistance: \$5,500.00

- a) Partner(s) and SFEDC are committed to resolving disputes and complaints from LBEs and workforce concerning any allegations that may result from the implementation of the CBP. Each LBE will be required to participate with the CBP and shall agree to comply with the goals set forth herewith. SFEDC will assist Partner(s) with resolving any of these issues, by providing a grievance type process that allows the LBEs/workers the ability to communicate allegations and a way to resolve outstanding issues.

Inclusions

Included in the Contract are the following:

Exclusions

Excluded from the Contract are the following:

Clarifications

Clarifications for the Contract are as shown below:

Documents

Included in the Contract are the following documents:

Item No.	Date	Description	Pages
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Schedule of Values

Included in the Contract are the following schedule of values:

Item No.	Description	Quantity	Units	Unit Price	Total Price
1	Community Benefit Plan	1	LS	\$102,500.00	\$102,500.00

Subtotal = \$102,500.00

Tax = \$0.00

Total = \$102,500.00

This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein.

Subcontractor:

Response: ☐ Accept ☐ Do Not Accept

South Florida Educational Development Center, Inc.
Company

West Construction, Inc.
Company

By

Date

By

Date

MARTHA A. MORGAN
PRESIDENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Choice Insurance Solutions 2832 STIRLING RD HOLLYWOOD FL 303020		CONTACT NAME: Jeff Cintron PHONE (A/C, No, Ext): 954-923-0906 E-MAIL ADDRESS: Lloyd@fcisinc.com FAX (A/C, No): 954-775-2882	
INSURED SOUTH FLORIDA EDUCATIONAL DEVELOPMENT CENTER, SANDRA ATKINS 620 NW 2ND AVENUE HALLANDALE BEACH FL 33009		INSURER(S) AFFORDING COVERAGE INSURER A: THE BURLINGTON INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			535B022596	05/28/2015	05/28/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCL IN AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE LLOYD SINGH

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