

SECTION 002413

ECONOMIC OPPORTUNITY PLAN

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section specifies requirements necessary to meet the Project Economic Opportunity Plan requirements.

1.2 ECONOMIC OPPORTUNITY PLAN (EOP)

- A. The Project will have an Economic Opportunity Plan (EOP), which include specific contract and workforce goals as a percentage of total contract dollars and workforce hours. The Project EOP will take the form of the Rebuild Economic Opportunity Plan as attached to this Section.
- B. Contractor shall comply with the Project EOP for the duration of the Project.

1.3 PROJECT EOP MONITORING

- A. The Contractor compliance with the Project EOP will be monitored in at least two ways:
 - a. The City of Philadelphia’s Office of Labor Standards will monitor workforce participation as well as compliance with Rebuild Site Wage requirements through the use of the software LCP Tracker and through on-site interviews. Project Users shall cooperate and require their Contractors to cooperate with representatives of the Office of Labor Standards and shall provide full access to Contracts, sites, and data to allow the monitor to verify workforce participation and wage compliance. Project Users shall also submit certified payroll data through LCP Tracker on a weekly basis and/ or require their Contractors to do so.
 - b. The City of Philadelphia will contract with a consultant, called an EOP Monitor, who will provide services including, but not limited to, on-site verification of workforce participation and compilation and monitoring of contract payment data. Contractor shall cooperate with the EOP Monitor and shall provide full access to subcontracts, the Project site, and data to allow the monitor to verify the Contractor compliance with the Project EOP.
- B. Pursuant to the Rebuild Ordinance, the EOP Monitor will make a formal determination for the Project when twenty-five percent (25%) of total projected labor hours are complete, and when twenty-five percent (25%) of the total contract sum has been expended. At that point, the EOP Monitor will determinate whether the Contractor is on track to meet the Project EOP’s workforce and contract participation goals. The results of that determination will be shared with the Contractor, PAID, the Project User, the

Rebuild Office, and the District Councilmember. Monitoring of the Contractor's compliance with the Project EOP continues until Final Completion.

1.4 REMEDIES AND PENALTIES

- A. If it is determined by the Project User, Rebuild Office, of the EOP Monitor that the Contractor has not met, or is not on track to meet, its workforce and contract participation requirements and commitments, steps will be taken that include but are not limited to the following:
- a. *Assistance.* The EOP Monitor, Rebuild Office or Project User will take steps to assist the Contractor in making course corrections. Such steps might include the identification of alternative M/WBEs or alternative ways of packaging contracts. The Contractor shall cooperate in these efforts and shall take all steps necessary to correct any deficiencies in compliance with the Project EOP.
 - b. *Written Plan.* The Contractor shall prepare a written compliance action plan to show how the Contractor plans to come into compliance with the Project EOP. The plan will be subject to the approval of the Project User, PAID and the Rebuild Office. The Office of Labor Standards, the Office of Economic Opportunity, the EOP Monitor, the District Councilmember and the Rebuild EOP Oversight Committee may also be consulted.
- B. If it is determined by the Project User, the Rebuild Office or the EOP Monitor that the Contractor has failed to take successful or acceptable steps to meet the Project EOP commitments, then one or more of the following remedies, which are cumulative and concurrent, may be imposed:
- a. *Withholding payment.* The Project User, Rebuild Office and PAID may withhold invoice approvals so that payments (including but not limited to retainage payments) to the Contractor will be suspended. If payments are made directly to Second-Tier Contractors, the Project User, Rebuild Office and PAID may withhold invoice approval selectively in order to impact the non-compliant party. For example, if it's determined that the Contractor (First-Tier Contractor) has been cooperative and responsible and that subcontractor (Second-Tier Contractor) is responsible for Project EOP non-compliance, the Contractor could receive payments while payments to the subcontractor are suspended.
 - b. *Rebuild EOP Oversight Committee.* The Project User and any non-compliant Contractor may be called to appear before the Rebuild EOP Oversight Committee to address the Project EOP violations.
 - c. *Work stoppage.* If the Contractor fails to take successful or acceptable steps to meet commitments, the Contractor may be directed to stop work or to stop the work of any non-compliant Second-Tier Contractor. The goal of the work stoppage would be to stop using workforce hours and incurring expenses until a viable plan for meeting Project EOP goals can be implemented. The Project User, Rebuild Office and PAID understand that work stoppages should be avoided if possible, because of potential significant negative consequences for all parties. If this step is necessary, the Contractor would be responsible for any delay costs resulting from the work stoppage.

- d. *Liquidated Damages.* The Project User, PAID or the City may recover as liquidated damages one percent of the total dollar amount of the relevant contract for each one percent (or fraction thereof) of the commitment shortfall. (NOTE: The “total dollar amount of the contract” includes approved change orders, amendments, and for requirements contracts will be based on actual quantities ordered.)
- e. *Contract termination.* The Contract (or the contract of any non-compliant subcontractor) may be suspended, terminated, or rescinded.
- f. *Disqualification and debarment.* The Rebuild Office may disqualify the non-compliant Contractor from bidding on and/or participating in any future Rebuild contracts and/or projects, in addition to recommending that the non-compliant contractor and subcontractor be disqualified from bidding on and/or participating in City of Philadelphia projects for a maximum period of three (3) years.

1.5 CONTRACT PARTICIPATION TRACKING

- A. Rebuild tracks contract participation for MBEs, WBEs, and local firms through First-Tier Contractor and Second-Tier Contractor values in Project Contracts and invoices. EOP Monitors are also similarly validating contracts and reporting during the construction phase.
- B. Contract participation is calculated by dividing (a) the dollars allocated/dispensed to First-Tier Contractors and Second-Tier Contractors who are certified as M/WBE/local by (b) the total allocation/dispense of dollars to for-profit organizations on the Project.
- C. The Contractor will be responsible for updating the Rebuild Contract Participation Worksheet and providing a Subcontracting Schedule as further described in Section 013100.
- D. Contract Participation Calculations for Suppliers
 - a. Companies supplying materials for the Project who are MBE or WBE certified can be counted toward contract participation goals if all three of the following conditions are satisfied:
 - i. The materials supplied will be installed at the site.
 - ii. The materials being supplied are substantial enough to warrant a purchase order. (By contrast, materials or consumables procured at a hardware store would not be eligible.)
 - iii. The Supplier is a First-Tier Contractor or a Second-Tier Contractor to Community Ventures.
 - b. As with all other subcontractors, Suppliers should be reported regardless of whether or not they are certified as MBE or WBE so that contract participation can be calculated properly.
- E. See the attached Rebuild Economic Opportunity Plan for more details.

1.6 IDENTIFICATION OF PASS THROUGHGS

- A. While Rebuild will only calculate participation through the first two tiers of contracting, EOP Monitors will observe and track an additional contracting tier in order to identify

- any Second-Tier Contractors improperly acting as “pass throughs”.
- B. “Pass throughs” are defined in this context as contractors who are certified as M/WBE/local businesses, thus allowing their contract dollars to count for participation, but who are not performing a “commercially useful function” because they are not actually performing, managing, and supervising their work with their own workforce. Common indicators of a contractor acting as a “pass through” include, but are not limited, to the following:
 - a. 80% of contract dollars are subcontracted
 - b. No certified payrolls are submitted for an active contractor
 - C. Contractor is responsible for ensuring that each subcontractor performs a commercially useful function. Employment of a pass through contractor constitutes a violation of the Project EOP and the Contract and can be considered fraudulent activity. If a pass through scenario is suspected, the EOP Monitor will investigate and alert the Rebuild Office and Project User so that appropriate actions can be taken.

1.7 ADDITIONAL INFORMATION TO ASSIST WITH EOP

- A. The additional informational documents are available to assist Contractor and potential subcontractors to meet Rebuild requirements and meet the EOP requirements.
 - a. PIDC Financing – Information regarding Rebuild Contract Line of Credit offered by PIDC
 - b. Rebuild Ready Vendors List – List of vendors who have participated in the Rebuild Ready program.

ATTACHMENTS:

1. Rebuild Economic Opportunity Plan
2. PIDC Financing Information
3. Rebuild Ready Vendors List

END OF SECTION 002413

REBUILD PROJECT ECONOMIC OPPORTUNITY PLAN

I. Introduction and Definitions

Chapter 17-1600 of The Philadelphia Code requires the development and implementation of “Economic Opportunity Plan(s)” (“**EOPs**”) for certain classes of contracts and covered projects as defined in Section 17-1601. Rebuilding Community Infrastructure, generally referred to as “Rebuild,” is a City of Philadelphia (the “**City**”) program for the construction, demolition, renovation and equipping of the City’s parks, libraries, playgrounds, recreation centers and other related facilities for the purpose of creating first-class, modern, safe, and clean parks, recreation centers, and libraries. Diversity and inclusion is a pillar of the Rebuild program and this Economic Opportunity Plan (the “**Project EOP**”) will establish goals for achieving the objectives of Diverse Business Inclusion and Workforce Diversity for the [_____] project (the “**Project**”). This Project EOP will also outline and delineate roles and responsibilities between the City, acting through its Rebuild Office, the Philadelphia Authority for Industrial Development (“**PAID**”), _____ (the “**Project User**”), and _____ (the “**Contractor**”).

For purposes of this Project EOP, the following definitions will apply:

Diverse Business Inclusion means each Contractor’s Best and Good Faith Efforts to provide meaningful and representative opportunities for Minority Business Enterprises (“**MBEs**”) and Woman Business Enterprises (“**WBEs**”) (collectively, “**M/WBEs**” which also includes firms designated as Disadvantaged Business Enterprises or “**DBEs**”). In furtherance of Section 17-1502 of The Philadelphia Code and as informed by the City’s most current Annual Disparity Study, contract opportunities for MBEs may be separated into categories of firms owned by African Americans, Hispanic Americans, Asian Americans and Native Americans.

Best and Good Faith Efforts means those efforts, the scope, intensity and appropriateness of which are designed and performed to foster meaningful and representative opportunities for participation by M/WBEs and achieve an appropriately diverse workforce. Best and Good Faith Efforts are considered met (subject to audit and verification that commitments are met), when a Contractor makes binding contractual commitments within the M/WBE participation ranges established for the contract and commits to employ a diverse workforce within the goals and timetable established for the contract.

Commercially Useful Function. An M/WBE performs a Commercially Useful Function when it performs a distinct element of a contract (as required by the work to be performed in accordance with the bid specifications) which is worthy of the dollar amount of the M/WBE’s contract and the M/WBE carries out its responsibilities by **(a)** managing and supervising the work involved and **(b)** actually self-performing at least twenty percent (20%) of the work of the contract with its own workforce. For suppliers, an M/WBE

performs a Commercially Useful Function when it is responsible for sourcing the material, negotiating price, determining quality and quantity, ordering the material, and paying for it from its own funds. Whether an M/WBE performs a “Commercially Useful Function” will be evaluated and determined by the EOP Monitor and the Rebuild Office on a bid-by-bid basis as informed by prevailing industry standards and the M/WBE’s NAIC Codes and may require, without limitation, evidence of a warehouse, distribution equipment, and certified payroll records.

Diverse Workforce refers to the recruitment, hiring, training, employment and trades union referral, as both journeypersons and apprentices, of workers who are African American, Hispanic American, Asian American, and/or Female.

Philadelphia Resident means, to the extent permitted by law, a positive factor for consideration given to those workers residing in Philadelphia and also includes those businesses certified as Local Business Enterprises under Section 17-109 of The Philadelphia Code or meeting the criteria described in Executive Order 04-12.

Grant Agreement means the contract signed between the Project User and PAID for the Project.

II. Rebuild Diversity and Inclusion Goals

A. Diverse Business Inclusion – Contract Participation Goals

As a benchmark for Contractor’s expression of its Best and Good Faith Efforts to provide meaningful and representative opportunities for M/WBEs the Project, the following contract participation ranges have been developed. These contract participation ranges represent, in the absence of discrimination in the solicitation and selection of M/WBEs, the percentage of M/WBE participation that would be reasonably attainable on this Project through the exercise of Contractor’s Best and Good Faith Efforts:

Professional services contracts: 25-30% MBE and 15-20% WBE

Construction contracts: 30-35% MBE and 15-20% WBE

For purposes of calculating contract participation:

- In order to maximize opportunities for as many businesses as possible, a business that is certified in two or more categories (e.g., MBE and WBE) will only be credited toward one participation range as either an MBE or WBE. The business will not be credited toward more than one category.
- In addition to certification, businesses must be registered with the City of Philadelphia’s Office of Economic Opportunity (“**OEO**”) as MBE and/or WBE in order to count toward

contract participation goals for Diverse Business Inclusion. Visit phila.mwdsbe.com for more information.

- Only first and second-tier vendors will be included in the contract participation calculation. See the table below for more details:

	<u>TIER</u>	<u>EXAMPLE</u>
	Project Lead	Project User
Included; counts toward participation goals	1st-Tier vendor	Contractor
Included; counts toward participation goals	2nd-Tier vendor	Subcontractors
Not Included; does not count toward participation goals	<i>3rd-Tier vendor and below</i>	<i>Further subcontractors</i>

- While contract participation is only calculated based on the first two tiers of contracting, EOP Monitors will observe and track an additional contracting tier (i.e., the third-tier contractors) in order to identify any second-tier contractors improperly acting as “pass-throughs.” “**Pass-throughs**” are defined in this context as contractors who are certified as M/WBEM/WBEs, thus allowing their contract dollars to count for participation, but who are not performing a Commercially Useful Function because they are not actually performing, managing, and supervising their work with their own workforce. Employment of a pass-through contractor constitutes a violation of this Project EOP and can be considered fraudulent activity. If a pass-through scenario is suspected, the EOP Monitor will investigate and alert PRA and the Rebuild Office so that appropriate actions can be taken.
- In calculating the percentage of M/WBE participation, the standard mathematical rules apply in rounding off numbers. In the event of inconsistency between the dollar and percentage amounts listed on the form, the percentage will govern.
- There are some Project costs that are excluded from the contract participation calculation. The following describes such cost categories, which must be included in the project budget but will be excluded from the contract participation calculation:

Nonprofit/Government: Project costs committed or disbursed to nonprofit organizations or government agencies are excluded from the contract participation calculation.

Few Or No Opportunity (FONO) Services: Project costs associated with vendors providing a set of services that few or no MBE- or WBE-certified vendors provide in Philadelphia’s marketplace are excluded from the contract participation calculation.

Permitting fees: Permitting fees are excluded from the contract participation calculation.

Contingency costs: Any contingency costs held in the project budget are excluded from the contract participation calculation. As those costs become “active” and are reallocated to vendors, those dollars will be included in the calculation.

B. Diverse Workforce – Workforce Participation Goals

Contractor agrees to exhaust its Best and Good Faith Efforts to employ an appropriately Diverse Workforce which will include minority persons and females at all tiers of employment and management. An appropriately Diverse Workforce is one which reflects the local availability and historic utilization of Philadelphia residents, and also recognizes underutilization of diverse workers across all trades. The following are expressed as hourly project employment goals for workforce participation:

- Total minority laborer and skilled workforce hours 45% (African American journeypersons 27%, Hispanic journeypersons 15%, and Asian journeypersons 3%);
- Total minority workforce hours for laborers, 60% and total minority workforce hours for skilled, 40%;
- Total women laborer and skilled workforce hours 5%;
- Total women workforce hours, 5% laborer and 5% skilled.
- Local construction workforce: 50-60%.

III. Contractor Responsiveness and Responsibility

A. Memorializing Contract and Workforce Participation Commitments. Contractor shall identify all of its M/WBE contract participation and diverse workforce participation commitments on the following forms:

(i) Contract Participation Commitments. Contractor shall identify its contract participation commitments on the **Rebuild Bid Package Contract Participation Worksheet** (Attachment C, Form 06-B, Excel template provided). The identification of Contractor’s commitment to use the identified M/WBEs constitutes a representation by Contractor that **(a)** each M/WBE identified on the form will provide a Commercially Useful Function; and **(b)** Contractor has made or intends to make a legally binding commitment with the M/WBE for the work or supply effort described and for the dollar/percentage amount(s) set forth on the form. Contractor shall maintain the M/WBE percentage commitments (which apply to the total amount of the contract and any additional increases) throughout the term of the contract. Without limiting any other vendor selection requirements that may be applicable, as part of Contractor’s vendor selection process, Contractor shall solicit vendors from [Rebuild’s business supports programs](#), including Rebuild Ready (for a list of Rebuild Ready participants, see Attachment B, Section 6 to the bid documents) and Rebuild’s Emerging Vendors Program (search

for Emerging Vendor Program vendors through the [OEO database](#)), which may support Contractor's diverse contracting goals.

(ii) Workforce Participation Commitments. Contractor shall identify its plan to solicit and maintain a diverse workforce on a weekly basis with the estimated hourly breakout for African American, Hispanic, Asian and Women workers. The plan must be contained in the Documentation of Best and Good Faith Efforts, **Documentation of Best and Good Faith Efforts Workforce Diversity Goals Form** (Attachment C, Form 06-C). The plan must demonstrate that efforts have been made and are ongoing to meet or exceed the aforementioned employment goals. As part of this plan, Contractor shall solicit worker referrals from the Rebuild workforce development programs, which support training to develop diverse apprentice-ready workers in the skilled trades (see Attachment C, Form 06-e for more information).

(iii) Any reference in this Project EOP to the "Project EOP" is deemed to include a reference to the above-listed documents required to be developed by this Project EOP and, upon completion, each of those documents is deemed to be incorporated by reference into this Project EOP.

B. Contractor Covenants. Contractor shall comply with the following provisions:

(i) If Contractor or any subcontractor make any changes that would impact the contract participation and workforce participation commitments made pursuant to this Project EOP, then Contractor shall inform the Project User and the Rebuild Office and obtain approval for a substitution in accordance with the Project User's Grant Agreement and the Rebuild Rulebook. Failure to do so will constitute a breach of this Project EOP and of the contract.

(ii) M/WBE(s) are to be paid promptly for work performed satisfactorily under the contract/subcontract (including without limitation the supply of materials). Contractor shall pay subcontractors (and shall require subcontractors to pay their lower-tier contractors) within 5 business days of receiving payment. Compliance with this requirement is a condition of subsequent invoice approval and payment.

(iii) Contractor agrees to fully comply with any established payment reporting process which may include the use of electronic payment verification systems (i.e., LCP Tracker).

(iv) In support of Rebuild's overall goal of a local construction workforce of 50%-60% Philadelphia residents, Contractor is strongly encouraged to cause its subcontractors to hire workers residing in Philadelphia and make commitments with businesses certified as Local Business Enterprises ("**LBE**") under Section 17-109 of The Philadelphia Code or meeting the criteria described in Executive Order 04-12.

(v) Contractor agrees that its compliance with the contract and workforce participation commitments developed to meet the goals of this Project EOP is material to its contract. Any failure by Contractor to comply with the requirements of this Project EOP and to

achieve the contract and workforce participation commitments made pursuant to this Project EOP will constitute a substantial breach of this Project EOP and the contract and may subject Contractor to all remedies available to the Project User, PAID, and the City under this Project EOP, contract, the Grant Agreement, and otherwise available at law and at equity.

C. Verification of True and Accurate Information. Contractor hereby verifies and agrees that all information submitted to the Project User, PAID, and the Rebuild Office in response to this Project EOP is and will be true and correct. Submission of false information is subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities and 18 Pa. C.S. § 4107.2(a)(4) relating to fraud in connection with minority business enterprises or women’s business enterprises.

IV. Compliance and Monitoring of Best and Good Faith Efforts

A. Rebuild EOP Oversight Committee. Members of the Rebuild EOP Oversight Committee will include Councilmembers, City department representatives (such as the Rebuild Office and the Office of Economic Opportunity), and non-governmental experts in workforce development and development of M/WBEs. The Rebuild EOP Oversight Committee will oversee the performance of the Rebuild Diversity and Inclusion Goals, including without limitation reviewing EOPs, reviewing supports provided to M/WBEs and activities pursuant to the Rebuild Memorandum of Understanding with the Building Trades. The Rebuild EOP Oversight Committee is expected to meet no less frequently than quarterly.

B. Rebuild Monitor.

Contractor shall (and shall cause all subcontractors to) provide the designated third-party monitor (“**Rebuild Monitor**” or “**EOP Monitor**”) with full access to contracts, job sites, and all data requested to evaluate performance as compared to the contract and workforce participation commitments made pursuant to the Project EOP. The Rebuild Monitor will be empowered to assist consultants and contractors with achieving workforce and contract participation goals as necessary.

On each contract for Rebuild improvements, when twenty-five percent (25%) of total projected employment hours are complete, and when twenty-five percent (25%) of the total contract value has been expended, the Rebuild Monitor will determine whether Contractor is on track to meet its contract participation and workforce participation commitments. The Rebuild Monitor will report findings to the Project User, the Rebuild Office, and the Rebuild EOP Oversight Committee and may report findings to the district Councilmember and with any member of the Project Review Team.

C. Certified Payrolls and LCP Tracker. Contractor shall (and shall cause all subcontractors to) submit certified payroll records to the Office of Labor Standards through an electronic system, LCP Tracker, on a weekly basis. Compliance with this requirement is a condition of invoice approval and payment. Contractor shall ensure that the City of Philadelphia’s Office of Labor Standards is given full access to job sites and all data requested to monitor

compliance. The Rebuild Office and/ or the Office of Labor Standards can provide training and/or support to Contractor and subcontractors in the use of LCP Tracker, if needed. Contractor shall not allow any subcontractors to work on the Project's construction site until each subcontractor has opened an account in LCP Tracker.

V. Remedies and Incentives

A. If it is determined by the Project User, the City, or the EOP Monitor that Contractor has not met, or is not on track to meet, its contract participation or workforce participation commitments, then steps will be taken that include but are not limited to the following:

- (i) **Assistance.** The Project User, Rebuild Office, and the EOP Monitor, in cooperation with the Office of Labor Standards (OLS), will take steps to assist Contractor in making course corrections. Such steps might include the identification of alternative M/WBEs or alternative ways of packaging contracts. Contractor shall cooperate in these efforts and shall take all steps necessary to correct any deficiencies in compliance with the Project EOP.
- (ii) **Written plan.** Contractor shall prepare a written compliance action plan to show how Contractor plans to come into compliance with the Project EOP. The plan will be subject to the approval of PAID and the Rebuild Office. The Project User, Office of Labor Standards, the EOP Monitor, District Councilmembers, and the Rebuild EOP Oversight Committee may also be consulted.

B. If it is determined by the Project User, the Rebuild Office, the Office of Labor Standards, or the EOP Monitor that Contractor has failed to take successful or acceptable steps to meet its contract participation or workforce participation commitments, then one or more of the following remedies, which are cumulative and concurrent, may be imposed:

- (i) **Withholding payment.** The Project User and Rebuild Office may withhold invoice approvals so that payments (including but not limited to retainage payments) to Contractor or any non-compliant subcontractor will be suspended.
- (ii) **Rebuild EOP Oversight Committee.** Contractor and any non-compliant subcontractor may be called to appear before the Rebuild EOP Oversight Committee to address the Project EOP violations.
- (iii) **Work stoppage.** Contractor may be directed to stop work or to stop the work of any non-compliant subcontractor. The goal of the work stoppage would be to stop using workforce hours and incurring expenses until a viable plan for meeting Project EOP goals can be implemented. It is understood that work stoppages should be avoided if possible because of potential significant negative consequences for all parties. If this step is necessary, Contractor would be responsible for any delay costs resulting from the work stoppage.

- (iv) **Liquidated damages.** PAID or the City may recover as liquidated damages one percent of the total dollar amount of the relevant contract for each one percent (or fraction thereof) of the commitment shortfall. (NOTE: The “total dollar amount of the contract” includes approved change orders, amendments, and for requirements contracts will be based on actual quantities ordered.)
- (v) **Contract termination.** The contract (or the contract of any non-compliant subcontractor) may be suspended, terminated, or rescinded.
- (vi) **Disqualification and debarment.** The Rebuild Office may disqualify Contractor or any non-compliant subcontractor from bidding on and/or participating in any future Rebuild contracts and/or projects, in addition to recommending that Contractor or non-compliant subcontractor be disqualified from bidding on and/or participating in City of Philadelphia projects for a maximum period of three (3) years.

C. In the case of falsification of records and minority business fraud, criminal penalties may also apply.

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CONTRACTOR

Signature and Date

Print Name

Title

Company

Exhibit “A”

Financing to Support Your Rebuild Contract



PIDC financing and a mobilization grant are available to qualified Philadelphia-based businesses that have been awarded a Rebuild sub-contract.

The **Rebuild Contract Line of Credit Loan (“Rebuild CLOC”)** provides support to small, minority, women, and disabled-owned businesses that need working capital to fund contract-related expenses. To qualify, contracts must be for a Rebuild Project and be assignable to PIDC. Use of funds is restricted to labor, materials, and equipment costs directly associated with the contract being financed.

Borrowers may be required to participate in technical assistance programs sponsored by PIDC or other approved providers designed to support their business growth. Financing is an advance on approved contract receivables with an opportunity to access grant dollars for mobilization needs.

For more information, please visit PIDCphila.com or contact Camille N. Simpkins, Relationship Manager, at 215-496-8137 or csimpkins@pidcphila.com.

The Rebuild Contract Line of Credit (“Rebuild CLOC”) provides support to small, minority, women, and disabled-owned businesses that need working capital to fund contract-related expenses. To qualify, contracts must be for a Rebuild Project and be assignable to PIDC. The business must also be located or plan to locate in the city of Philadelphia.

USES

Use of funds is restricted to labor, materials, and equipment costs directly associated with the contract being financed. Borrowers may be required to participate in technical assistance programs sponsored by PIDC or other approved providers designed to support their business growth. Financing is an advance on approved contract receivables with an opportunity to access grant dollars for mobilization needs.

FINANCING

Financing is available to qualified businesses that have been awarded Rebuild contracts or sub-contracts.

Line of Credit Amount:	\$50,000 - \$300,000 Financing of up to 90% of approved invoices under the Rebuild contract or subcontract(s).
Term:	12 months.
Interest Rate:	Fixed interest rate at 1.5%
Underwriting:	Collateral requirements for the loan must include assignment of contract or sub-contract payments to PIDC. The contract owner must also sign a payment directive. PIDC will review a combination of credit, cash flow, collateral, financial position, management capacity, and industry risk.

TIMING & PROCEDURE

Client submits a completed application to PIDC for staff review at which time a thorough credit analysis is performed. For applications that receive a positive credit evaluation, the loan is presented to the PIDC Loan Committee. Following loan approval, PIDC issues a commitment letter to applicant. Settlement of the loan may occur once the terms of the commitment are satisfied. The process from application submission to settlement generally takes approximately 60 to 90 days to complete.

FEES

Borrower will be charged a fixed fee of \$1,000 for loans of \$50,000 or \$1,500 for loans greater than \$50,000. This fee will cover all application, origination, and legal fees. A total of \$250 is due at the time of application. The remaining balance will be due upon execution of the commitment letter. If real estate collateral is required, then the fee will increase to cover this expense.

MOBILIZATION GRANT

Contractors receiving a Rebuild CLOC in 2021, are ELIGIBLE for up to a \$5,000 Mobilization Grant, which can be used to cover payroll, supplies, equipment, or fees related to the Rebuild contract work.

Contractors will request this grant as part of their application and will describe their proposed use of funds. Contractors must submit proof of expenses for how the grant was expended as part of the approval process of their first invoice.

Fees are subject to change. Please confirm all transaction fees with PIDC prior to application.

[For more information, please visit PIDCphila.com](https://www.pidcphila.com) or contact

Camille N. Simpkins, Relationship Manager, at 215-496-8137 or csimpkins@pidcphila.com.

Rebuild Ready Alumni							
Company Name	Certification	Contact	Email	Phone	Title	Business Type	Union
360 Concrete Construction Company	MBE	Speaks, Danny	danny@360concretephilly.com	2677097743	Construction Manager	Cast in place concrete	Yes
3rd Generation Design & Construction	MWBE	Brown, Melvin	3rdgenerationdc@gmail.com	2155605796	Project Manager	GC	
548 Construction, Inc.	EVP (MBE)	Forbes, Jvonn	jof548@gmail.com	2158702619	Chief Partner	Full Res. Renos/Foundations	
A & Beyond Services	MBE	Knapper, Martin	anbeyond@gmail.com	2673349000		General Construction	
A Positive Response Plumbing LLC.	MWBE	Fletcher, Angelia	fletcherangelia@gmail.com	2677139094	Owner	Plumbing	
A.M. Electric, Inc.	MBE	Muhammad, Anthony	amelectricinc@verizon.net	2152363663	President	Electrical Service and Installation	
Ace of Diamond, LLC.	EVP (MBE)	Henderson, Lorenzo	AceOfDiamondLLC@gmail.com	2158522965	President	Carpentry	
Advanced Infrastructure Design	MWBE	Mohtashami, Mojgan	mojgan@aidpe.com	7326489001	President	Consulting and Engineering (Civil)	
AEZI Electrical Services, LLC	MBE	Purdie, Danyelle	Danyellepurdie@aezelectrical.com	3022798344	Member	Electrical Contractor	
Aid Army	MBE (Uncertified)	Couch, Malachi	malachicouch@gmail.com	2675025026		Landscaping	
America's Best Construction & Custom Design	MBE (Uncertified)	Moss, SunKing (Sunny)	sunkingmoss@gmail.com	2674160065		General Construction/Custom Design	
Apiary Studio, LLC.	LBE	Hesselein, Hans	hhesselein@apiary-studio.com	6099543988	Principal/Owner	Landscape Architecture	
Baggy Construction, LLC.	MBE (Uncertified)	Johnson, Kenneth	kjohnvet1@gmail.com	2678897527	CFO	General Contractor	
Barton Building Enterprises, LLC.	EVP (MBE)	Barton, Glenn	glennbarton1@gmail.com	2158153170	Owner	Plumbing	

Bashful Designs	MBE (Uncertified)	Williams, Michael	mwilliams8314@yahoo.com	2672900434		Drafter (Floor plans/design conceptions); Architectural Designs	
BBB Cleaning Service, LLC.	MBE (Uncertified)	Burroughs, Steven	buffbyburroughs@gmail.com	2679781903	Owner	GC/Janitorial Services	
Benchmark Construction Group, Inc.	MBE	Penn, Kenneth	kpenn@benchmarkcg.net	2156696016	President	GC	
Blissful Enterprises, LLC.	EVP (MBE In Progress TEC)	Pinkett, Angel	blissfulangel@msn.com	2156517956	Owner	Rental and Rehab	
Brewerytown Construction	EVP (MBE)	Hall, Raasaan	info@brewerytownconstruction.com	8885728696	Partner	Remodel/Repair	
Browntown Group, LLC.	MBE	Thomas, John	john@browntowngroup.com	2155651016	President	Diversity/Inclusion Consulting	
Bullnose Construction and Consultants, Inc.	MBE (Uncertified)	Whitfield, Kirk	kwhitfield@bullnosecc.com	9543055775		GC	
CGW Electric, Inc.	MBE	Welcome, Charles	cgwelectric@aol.com	2152292433	President	Electrical Contractor	
Cheek Extreme Cleaning	MBE	Cheek, Antoine	cheekextreme@gmail.com	2157151160	Owner	Construction Clean-up	
Community Construction Partners		Anderson, Jordan	ccpartners215@gmail.com	2156920096	Principal	GC	
Creative Living Realty LLC	MBE (Uncertified)	Chibundu, Uzoma	creativelivingrealtyllc@gmail.com	2675758962	Co-Owner	HomeStaging/Construction Renos/Interior Design	
D & D Family Construction, LLC.	MBE	Bozeman, Dennis	dboze1@me.com	2159710337	Owner	Glazing	Yes

D. Berry Communications Technology	MBE	Berry, Darrell	berrytelecom@aol.com	2158790420	President	Security camera install , Door lock entry systems , Tv wall mounting , Ring doorbell set ups
DASH Renovations LLC.	MBE	Hendricks, Shawn	admin@dashrenovations.com	2672270514	Owner	Interior full gut rehabs/renovations; Commercial roofing
Dooley's Landscaping & Tree Care Services, LLC	MWBE	Dooley, Mae	dooleylandscaping4trees@yahoo.com	2158495013		Landscaping & Tree Care
Eating for the Ecosystem, Inc.	WBE	Billger, Sherrilyn	sherrilyn@efteonline.com	2676079254	CEO/Owner	Eco-landscaping/tree Services
Elite Touch Floors, Inc.	MBE (Uncertified)	Leon, Luis	elitetouchflooring@gmail.com	2676879662	Owner	Commercial/Residential Floor Covering
ENADO Properties Servicing, LLC.	MBE(Uncertified)	Osbourne, Dane	dosbo90321@gmail.com	6092544840	COO	GC/Rehabilitation
Excellent Painting USA, LLC.	MBE(Uncertified)	Crosland, Craig	craigexcellentpaintingusa@gmail.com	2675058209	Owner/President	Painting Contractor
Flow Temp 368 General Contracting, Inc.	EVP (MBE)	Tran, Jason (Johnson, Bernice)	jason@flowtempgc.com	2153293688	Owner	General Contracting, Plumbing, HVAC, and Electric
G & R Contractors Group	MBE (Uncertified)	Romero, Rene	romeroair1@gmail.com	2672571393	President	Interior Remodeling; Finish Carpentry
Goldstone General Contactors Corp		Borges, Monica	goldstonegccorp@gmail.com	2157200137	President	Commerical Roof/Metal Installation; Flat Roofing
Green North Studio LLC	MBE (In Progress TEC)	Mirabal, David	greennorthstudio@gmail.com	7875198002	President & CEO	Architectural Surveying

Inch and Meter PC	WBE	Matic, Jelena	jelena@inchandmeter.com	2676360448		Environmental Consulting & Engineering Firm	
Infinity Contractors	MBE (Uncertified)	Phillips, Rickey	mrrickeyphillips@gmail.com	2675960710	GC	GC	
Interior Finishes by Sydnor, LLC.	MBE (Uncertified)	Sydnor, Tawanda	tawandasynor@gmail.com	2676023198	Owner/Partner	GC Contracting Services	
JAG Expansion Group, LP.	WBE	Cormican, Jackie	jackie@jagdumpsters.com	2153652898	Owner	Commerical/Residential Dumpster Rental	
JMGJ LLC DBA Champ's Angels Construction	EVP (MBE)	McGirt, James	champsangels@yahoo.com	2156262069	Owner	Rehab and Home Improvement	
Jones and Sons Construction	MBE	Jones, BillyDee	bizbaby3@aol.com	2679734572	Owner	Concrete	
Just It's Electric LLC	MBE	Truxon, Erik	info@justitselectric.com	1215473587	President	Electrical Contracting	
KH Construction & Co. LLC.	EVP (MWBE)	Hampton, Kimyotta	khconstructionandco@gmail.com	6107035525	Owner	GC; Construction and Facilities Management	
Kingdom Builders & Industrial Maintenance	MWBE	Rush, Shakina	kbimcontractors@gmail.com	4843282240	CEO	General Labor	Yes
KTM Construction Co. dba Keystone Tile & Marble, Inc.	MBE	Williams, Lydell	keystone-tile@outlook.com	2679804415	President	Tile, Granite, Stone Supply/Installation	Yes
Lapstone LLC.	MBE (EVP App in progress)	Mendez, Justin	justin@lapstonellc.com	2152071512	President	GC	
LaPutt Enterprise LLC	MWBE	Johnson, L Elaine	president@laputts.com	2155205550	President/Owner	GC	Yes
Leary Construction	MBE (Uncertified)	Leary, Robert	r.learyconstruction@gmail.com	2157583394	Owner	Residential & Commerical Construction	

Levy DiCarlo Partners LLC	WBE	DiCarlo, Peter	pdcdcp.us	2158483750		Architectural Design Services/Interior Design	
McIntosh Plumbing LLC.	MBE	McIntosh, Enell	mcintoshplumbing@gmail.com	6109097347	Owner	Plumbing, Steamfitter, Sheet Metal Contractor	Yes
MHM Engineering, P.C.	MBE	Mabrouk, Mohamed	mhm@mhmengineering.com	7183925657	Owner	General A&E Services (design/inspection); GC	
Mikkens Property Management	MBE (Uncertified)	Surles, Kim	mikprop12@gmail.com	2672271649	COO	Property Maintenance & Management	
Miller Design Group, LLC.	MWBE	Miller, Robin	millerdesigngrouppllc@gmail.com	2674370082		Design Consultation (Architecture/Entertainment Industries); Rel Estate Education/Consultation	
Milligan Group, LLC.	MWBE	Milligan, Kariema	kariema.milligan@milligangrouppllc.com	2152545529	President	Electrical, voice & data, and fiber optics cabling along with video surveillance solutions	Yes
NED Contracting, LLC. (Neighborhood & Economic Development)	MBE	Rucker, Wayne	info@NeighborhoodandEconomicDevelopment.com	2673418505	Owner	General Contractor	
Ohara Development Partners, LLC.	MBE (Uncertified)	Bartholomew, Joanna	info@oharadev.com	2159093046		Building Rehab & Community Development	

Over the Top Masonry Restoration	WBE (Uncertified)	Kearney, Alyssa	alyssa@ottmasonryrestoration.com	8563817458	Owner	Mason Restoration	
P.A. Fly Contracting, Inc.	WBE	Fly, Pamela	pam@paflycontracting.com	2155389663		Carpentry	Yes
Parallel Architecture Studio	MWBE	Pena, Carolina	carolina@prll.studio	2672715799	Principal	Architecture & Interior Design	
Philly Premier Contracting, LLC.	MBE (Uncertified)	Opapa, Ugochukwu	Admin@phillypremiercontracting.com	4844784469	CEO	GCC	
PK2 Constuction LLC.	EVP (MBE)	Lisby, Paul	pk2concrete@gmail.com	2672785361	President	Concrete	
Quality Air HVAC Trust	MBE	Massey, Darren	qualityairhvac@gmail.com	2152201979	Operations Manager/Trustee	HVAC/Sales, Service, Install	
Rainbow Electric, LLC.	MBE	Chisolm Jr., Eddie	rainbowelec@verizon.net	2152364965	President	Electrical Contractor	
RDS Contracting Group Inc.	MBE (Uncertified)	Smith, Raymond	raybyray@aol.com	2156816350		Lead Abatement/Demo	
Reese Construction LLC	MBE (Uncertified)	Reece, Kendall	kendallreese57@gmail.com	2153808296		Construction Management/GC	Yes
Rocks & Cornerstones, LLC	MWBE	Houser, Bose	bose@rocks-cornerstones.com	2673158480		Design/Build Renovations	
Rosa Builders & Management, LLC	MBE (Uncertified)	Rosa, Fernando	frosa.1@live.com	2155310462		General Construction/Consulting	
S.H.E. Designs & Builds	MBE (Uncertified)	Banks, Andean	s.h.e.designsbuids@gmail.com	9512371263	Owner	Design/Reno/Repair	
S4S Enterprises, LLC.	EVP (MBE)	Presbery, Kevin	kpresbery24@gmail.com	2159905717	President	Rehab, Drywall, Concrete	
Seamless Pros, LLC	MBE (Uncertified)	Evans, Khaleel	customersupport@seamlesspros.com	2679746090	Owner	Rough & Finish Carpentry	
Side Technology, Inc.	MBE	Kioko, Simon	skioko@sidetechnology.com	2154730110	President	Construction, Repair/Remodelling	
SMK Philly Construction LLC.	EVP (MWBE)	Carmichael, Shanita	info@smkphilly.com	2674371595	Owner	GC	

Stonne Construction	MBE	Long, Arthur	arthur@stonneconstruction.com	4845159796	Owner	General Construction; Concrete Flatwork	Yes
Tasco Contractors, Inc.	MBE (Uncertified)	Tasco, Robin	robtasco@yahoo.com	2675967020	Owner	Electrical/Sheetrock, Doors, Floors, Painting	
The Prime, LLC	MBE	Pridgen, Edward	epridgen53@gmail.com	2672262479		General Contractor/Construction Mgmt.	
Tyree Strickland Electric, LLC.	MBE	Strickland, Tyree	tystrickelectric@gmail.com	2679731752	Owner	Electrical Contractor	
Unique Properties & Builders, LLC.	MWBE	Watts, Carla	uniqueproperties250@gmail.com	4845440770	Operations & Business Development	General Contracting/Construction Management	
VaceTime, LLC.	MBE	Nelson, Jovace	admin@vacetime.com	2672516414	Owner	Landscape	
WEBCO Construction, LLC.	MBE	Weber, Anthony	anthony@webcoconstruction.com	2157682601	Owner	Construction Management	
Yes Dear...Multi Purpose Improvement Specialists	MBE	McClenny, John	jbmc0001@aol.com	2152922091	Owner	Design/Build Renovations	