City of Philadelphia
Economic Opportunity Plan
The Trust for Public Land
William Dick Elementary School
2498 West Diamond Street
Philadelphia, Pennsylvania

I. PROJECT AND PLAN INTRODUCTION AND DEFINITIONS

A. The Trust for Public Land (hereafter, the "Project Owner"), plans to construct playground and storm water runoff improvements (the "Project") at the William Dick Elementary School, 2498 West Diamond Street, Philadelphia, Pennsylvania (the "Site"). The Economic Opportunity Plan ("Plan") memorializes the Project Owner's contractually binding commitment to make and to cause its contractors, to make best and good faith efforts to provide meaningful and representative opportunities for Minority Business Enterprises ("MBE"), Women Business Enterprises ("WBE") and Disabled Business Enterprises ("DSBE") (collectively, "M/W/DSBEs") in contracts and covered projects and identifies the Owner's outreach and hiring activities for employing an appropriately diverse building trade(s) workforce in connection with the contract or covered project.

In connection with the performance of the Project at the Site, the Project Owner shall cause the general contractor ("General Contractor") and the General Contractor's subcontractors (collectively, the "Participants" and each a "Participant") to use their best and good faith efforts, to provide ether joint venture partnerships, sub-consulting and/or sub-contracting opportunities for M/W/DSBEs in all phases of the Project, and the Project Owner will require that all Participants commit to the foregoing. This Plan shall apply to contracts awarded by the Project Owner and the General Contractor throughout construction of the Project. The objectives set forth in the Plan shall be incorporated in all requests for proposals, bid packages and solicitations for the Projects and communicated to all Participant levels.

B. Neither Project Owner nor any Participant shall discriminate on the basis of race, color, religion, sex, national origin, sexual orientation, gender identity, ancestry, age, or handicap in the award and performance of contracts pertaining to the Project or with respect to any and all related employment practices.

This plan also contains ranges of projected M/W/DSBE utilization and goals for the employment of minority and female workers in connection with development of the Project. This Plan shall be a part of and incorporated into the resulting agreement(s) with the Project Owner.

The Project Owner hereby verifies that all information submitted to the Office of Economic Opportunity ("OEO") in response to this Plan is true and correct.

C. For the purposes of this Plan, MBE, WBE, DBE and DSBE shall refer to certified businesses so recognized by OEO. Only the work or supply effort of firms that are certified as M/W/DSBEs by an OEO approved certifying agency[1] will be eligible to receive credit as a Best and Good Faith Effort. In order to be counted, certified firms must successfully complete and submit to the OEO an application to be included in the OEO Registry which is a list of registered M/W/DSBEs maintained by the OEO and available online at www.phila.gov/oeo/directory. For this Plan, the term "Best and Good Faith Efforts," the sufficiency of which shall be in the sole determination of the City, means: efforts, the scope, intensity and appropriateness of which are designed and performed to foster meaningful and representative opportunities for participation by M/W/DSBEs and an appropriately diverse workforce and to achieve the objectives herein stated. Best and

[1] A list of "OEO approved certifying agencies" can be found at www.phila.gov/oeo

Good Faith Efforts are rebuttably presumed met, when commitments are made within the M/W/DSBE Participation Ranges established for this development and a commitment is made to employ a diverse workforce as enumerated herein.

II. Economic Opportunity Plan Commitments

A. M/W/DSBE Participation

1. Participation Ranges

As a benchmark for the expression of "Best and Good Faith Efforts" to provide meaningful and representative opportunities for M/W/DSBEs in the Project, the following participation ranges have been established. These participation ranges represent, in the absence of discrimination in the solicitation and selection of M/W/DSBEs, the percentage of MBE, WBE and DSBE participation that is reasonably attainable through the exercise of Best and Good Faith Efforts. These percentages relate to the good faith estimated cost of the entire the Project. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE and DSBE or WBE and DSBE) will only be credited toward one participation range as either an MBE or WBE or DSBE. The firm will not be credited toward more than one category. These ranges are based upon an analysis of factors such as the size and scope of the development and the availability of MBEs, WBEs, DSBEs and DBEs to participate in this development:

The following *Construction* contract goals have been set for the Project:

Contracts	Minority Owned	Female Owned	Disabled Owned
Construction	15%-20%	10%-15%	*Best Efforts*

2. Documentation of Best and Good Faith Efforts

Participants shall respond to the Participation Ranges by completing the Documentation of Best and Good Faith Efforts Form ("BGFE Form"), documenting its solicitations and commitments with M/W/DSBEs, and detailing its exercise of best and good faith efforts to include M/W/DSBEs in the contract. Participants' BGFE Forms will be evaluated by the OEO for responsiveness to this Plan.

(1) The BGFE Form must include the company name, address, contact person, telephone number, facsimile number, and OEO registry number of each M/W/DSBE firm solicited for participation under this RFP (regardless of the response by the firm), a detailed description of the services or the supply effort solicited/quoted and the dollar amount and percentage of contract commitments made to M/W/DSBE firms. Participant must avoid using one-word descriptions of the services or supply effort and is required to submit copies of the supporting quotation(s) or letter (s) of intent. If no commitments are made, or if quotes were not received from M/W/DSBEs firms solicited by the Participant, Participant must provide an explanation.

(2) Participants' identified commitments' to use M/W/DSBE on the BGFE Form constitutes representation by Participant that the identified M/W/DSBE is capable of completing the subcontract with its own workforce, and that the Participant has obtained from such firm what Participant in good faith believes is the commitment of such firm to participate in the Project. The listing of the M/W/DSBE firm by Participant further represents that Participant will subcontract (or partner, in the case of a joint venture) with the listed firm(s) for the work or supply effort described and the dollar/percentage amount(s) set forth on the BGEFE Form, or, in the event of circumstances beyond the reasonable control of Participant, such

M/W/DSBE firm is unwilling or unable to honor its prior commitment, Participant may use a substitute M/W/DSBE that satisfies the requirements of this agreement and is acceptable to OEO. M/W/DSBE percentage commitments must be maintained throughout the duration of the Project.

(3) A Participant that enters into a subcontract with an M/W/DSBE shall be considered to have made a Best and Good Faith Effort only if the M/W/DSBE subcontractor performs a commercially useful function ("CUF"). An M/W/DSBE is considered to perform a CUF when it engages in meaningful work or supply effort that provides for a distinct element of the subcontract, where the distinct element is worth the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved. The OEO many evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining whether the M/W/DSBE is performing a CUF and in determining the amount of credit Participant receives towards the participation ranges. For example, a Participant using an M/W/DSBE non-stocking supplier (i.e., a firm that does not manufacture or warehouse the materials or equipment of the general character required under the contract) to furnish equipment or materials will only receive credit towards the participation ranges for the fees or commissions charged, not the entire value of the equipment or materials furnished.

(4) In calculating the percentage of M/W/DSBE participation, Participant shall apply the standard mathematical rules in rounding off numbers. In the event of inconsistency between the dollar and percentage amounts listed on the BGFE Form, the percentage will govern.

(5) Letters of intent, quotations, and any other accompanying documents regarding solicitation and commitments with MBEs, WBEs, and DSBEs, including the BGFE Form, become part of this Plan. M/W/DSBE percentage commitments are to be maintained throughout the duration of the Project and shall apply to the total Project value (including change orders and contract amendments). Participants agree to immediately report to the OEO any change in commitment, including but not limited to substitutions for the listed firms, changes, or reductions in the work and/or listed dollar/percentage amounts throughout the duration of the Project, Participant is required to continue its best and good faith efforts.

B. Employment of a Diverse Workforce

1. Employment Benchmarks

The Project Owner and all Participants agree to exhaust their Best and Good Faith Efforts to employ minority persons and females in its workforce of apprentices and journeymen at the following levels[2]:

Minority Apprentices – 50% of all hours worked by all apprentices
Minority Journeymen – 32% of all journey hours worked across all trades
Female Apprentices – 7% of all hours worked by all apprentices
Female Journeypersons - 7% of all hours worked across all trades

The parties hereby acknowledge that certain obligations of the Participants with respect to the engagement of apprentices and journeymen on projects involving property of the School District of Philadelphia are governed by the terms of that certain Partnership Agreement executed on June 7, 2006 by the School District of Philadelphia and the Philadelphia Building Trades. Said Partnership Agreement contains provisions pertaining

[2] These goals, which have been adopted by the Economic Opportunity Cabinet, are the recommendations of the Mayor's Commission on Construction Industry Diversity.

to the employment of minority, women and disadvantaged workers. The provisions of this Plan shall be construed in conjunction with the provisions of said Partnership Agreement.

2. Training

If Participants operates on-the-job training programs and/or participates/funds union administered training programs, Participant is required to expressly include opportunities for minority persons, females and Philadelphia residents to participate in such programs, including apprenticeship and trainee programs relevant to Participants' employment needs.

III. Evaluation of Responsiveness and Responsibility

A. Evaluation and Determination

1. The City, acting through its OEO, will evaluate Participants' Best and Good Faith Efforts on the basis of the Participants' BGFE Form(s) and any other Information requested from Participants by OEO. OEO will review the Project Owner for the purpose of determining whether Best and Good Faith Efforts have been made. OEO reserves the right to request further documentation and/or clarifying information at any time during the construction and development of the Project.

2. The Project Owner shall identify all M/W/DSBE commitments and other agreements evidencing its intent to use Best and Good Faith efforts to employ minority persons and females at the levels stated herein.

IV. Compliance and Monitoring of Best and Good Faith Efforts

A. Participants agree to engage in specific monitoring steps to ensure compliance with this Plan. Participants agree to maintain the following contract documentation for the duration of the Project and for a period of three (3) years thereafter:

- Copies of signed contracts and purchase orders with M/W/DSBE subcontractor;
- Evidence of payments (cancelled checks, invoices, etc.) to subcontractors and suppliers to verify participation;
- Telephone logs and correspondence relating to M/W/DSBE commitments
- To the extent required by law, the Project Owner shall ensure that all its on-site Participants maintain certified payrolls which include a breakout of hours worked by minority and female apprentices and journeypersons, trade classification, race, gender, and zip code; these documents are subject to inspection by OEO.

B. Prompt Payment of M/W/DSBEs

The Project Owner and Participants agree and shall cause all its contractors to ensure that all M/W/DSBEs participating in the Project receive payment for their work or supply effort within five (5) business days after receipt of a proper invoice following satisfactory performance, or within such other time period that is mutually acceptable to the M/W/DSBE and the applicable Participant and materially consistent with other invoicing and payment provisions used by said Participant in the Project.

C. Oversight Committee

The Project Owner and/or at the discretion of the City of Philadelphia, in consultation with the appropriate agencies and entities, will establish and identify the members of a Project Oversight Committee, including representatives from the Owner, the Developer and/or the General Contractor and Construction Manager, The Office of Economic Opportunity, City Council, community organizations and the Building Trades. Participants will engage in monitoring, reporting and problem solving activities which are to include regular meetings to address all matters relevant to further development of the Plan, carrying out its implementation and the successful completion of the Project.

D. Reporting

The Project Owner will agree to file a quarterly report with the City of Philadelphia's Office of Economic Opportunity concerning the performance of the Economic Opportunity Plan within the Project. In addition, the Project Owner will provide higher-level "snapshot" reports containing updates for certain categories of information. Snapshot reporting will include: (i) utilization of M/W/DSBEs and/or DBEs; (ii) the hiring and employment of minorities and females, and (iii) the hiring and employment of Philadelphia residents. Provided that the Project Owner had properly filed all required reports, the Project Owner's reporting obligations will terminate upon the satisfactory filing of the quarterly report that follows the completion of the Project.

VI. Remedies and Penalties for Non-Compliance

The Project Owner agrees that its compliance with the requirements of this Plan is material to the Agreement. Failure to comply with the Plan may constitute a substantial breach of the Agreement and is subject to the remedies contained therein or otherwise available at law or in equity. Notwithstanding the foregoing, no privity of contract exists between the City and any M/W/DSBE identified in any contract resulting from implementation of the Plan. Neither nor the City intends to give or confer upon any such M/W/DSBE any legal rights or remedies in connection with subcontracted services under any law or policy or by any reason of any contract resulting from implementation of the Plan except such rights or remedies that the M/W/DSBE may seek as a private cause of action under any legally binding contract to which it may be a party.

8/19/13

SIGNATURE OF Owner Representative[3] Anthony Cuoghi, State Director — DATE

4/15/2014

ANGELA DOWD-BURTON, Executive Director, Office of Economic Opportunity[4] — DATE

Gessler Construction Co Inc 10/1/13

Pres. Frances Gessler

[3]The Owner's Representative is required to sign and date, but the City reserves the right to obtain the Owner's Representative signature thereon at any time prior to Plan certification. The Owner Representative will receive from the City a certified copy of its Plan which should be filed with the Chief Clerk of City Council within fifteen (15) days of the issuance and published by OEO, in a downloadable format, on the OEO website.

[4] Pursuant to Section 17-1603 (2) of The Philadelphia Code, the representative of the City of Philadelphia's Office of Economic Opportunity, the "certifying agency", certifies that the contents of this Plan are in compliance with Chapter 17-1600.