

EXHIBIT "C" - BLUEPRINT MBE/WBE REQUIREMENTS

1.1 Contracting and Construction Initiatives.

1.1.1 Pre-Construction Business Opportunity Meeting.

FCSE shall require the Contractor (defined in the Agreement as the contractor for construction of the Phase II FCSE Improvements) to comply with the minority business enterprise and women-owned business enterprise requirements of Chapter 57 of the City of Orlando Code, make good faith efforts to meet the participation goals, and cooperate with the City in local business economic development efforts and in the City's "Blueprint for Using Community Venues to Create a Sustainable Economic Impact" business economic development efforts. Prior to awarding a contract for Phase II of the FCSE Improvements, "Improvements," FCSE shall hold a minimum of two (2) local community forum(s) in coordination with the City at a location, date and time mutually agreed upon, to inform local contractors, trade professionals, suppliers, workers and other interested parties of potential business and employment opportunities and to help foster and develop new local business relationships.

1.1.2 Contracting Obligations.

FCSE shall ensure that the Contractor:

- (i) uses good faith efforts to comply with the requirements of Chapter 57 of the City's Code of Ordinances in connection with the performance of services and work on the Improvements, including: (a) meet the goal that eighteen percent (18%) of the aggregate monetary value of the Agreement be awarded to MBE and six percent (6%) of the aggregate monetary value of the Agreement be awarded to WBE, and (b) achieve aggregate group employment levels for minorities and women employed by the Contractor and all subcontractors of eighteen percent (18%) and six percent (6%), respectively;
- (ii) complies and requires the subcontractors to comply with the Living Wage Policy set forth in Section 161.3(4)(F) of the City's Policies and Procedures in effect as of the date of the Agreement (the "Policies") with respect to the construction of the Improvements;
- (iii) complies and requires all subcontractors, subject to 1.1.2 (ii) above, to comply with the City's Construction Policy for Public Works Department construction agreements set forth in Section 2510.8(4)(C) of the Policies in the construction of the Improvements, by paying workers on the construction of the Improvements an hourly wage, based on classification, for the Orlando region established by the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5), and to provide said workers with health benefits in the manner established by such Section 2510.8(4)(C) of the Policies; and
- (iv) complies and requires the subcontractors to use good faith efforts each to employ on the construction of the Improvements a minimum of one (1) apprentice or trainee for each nine (9) journeymen and/or laborers it employs on the Improvements. For purposes of this section 1.1.2(iv): (x) "apprentice" shall be defined as provided in Section 446.021(2), Florida Statutes; (y) "trainee" shall be defined as any person in a trainee program (or a graduate thereof) approved by the City, such program consisting of on-the-job training (which may be supplemented by educational instruction) for construction employment classifications appearing in the Davis-Bacon wage schedules except for those classifications denoted as "helper"; and (z) "apprenticeable/trainee occupation" shall mean any of the following trades, which may be supplemented as mutually agreed upon by Contractor and FCSE (with the City's consent): air conditioning/HVAC worker, carpenter, electrician, elevator contractor, glazier, ironworker, mason, operating engineer, painter, pipe fitter, plumber, sheet metal worker, sprinkler fitter, equipment operator, drywall hanger/finisher, or laborer who is a trainee; and

- (v) complies and requires the subcontractors to use good faith efforts to comply with the City's "Blueprint Workforce Development Program" hiring program as set forth in this section 1.1.2(v). The City's "Blueprint Workforce Development Program" hiring program requires the Contractor and all subcontractors to provide at least three (3) Business Days' notice and listing of all job openings on the Improvements to the Blueprint Employment Office ("BEO") (except in the event of an emergency requiring a job opening to be filled within twenty-four (24) hours) prior to making a hire for the job opening). Such notice shall be submitted in a format reasonably acceptable to the City, and the foregoing notice shall provide a listing of all job openings by title together with a clear and concise description of the job responsibilities and qualifications, including expectations, salary, work schedule, duration of employment and any special requirements (e.g., language skills, driver's license, etc.) for each job. Contractor and all subcontractors shall consider in good faith all resumes and applications received from the BEO meeting the requirements provided and shall not unreasonably refuse to consider an application from an ex-offender. Temporary staffing firm(s) ("Temp" or "Temps") shall not be used to provide construction labor on the Improvements. Notwithstanding anything in this section 1.1.2(v) to the contrary, however, the Contractor and all subcontractors shall not be deemed to be acting in bad faith if the terms and conditions of any union contract or union agreement to which the Contractors and all subcontractors is/are bound prevent or impair the Contractor and all subcontractors from complying with the terms and conditions of this section 1.1.2(v), but only to the extent such union contract or union agreement is applicable to hiring in Orange County, Florida and prevents or impairs compliance with this section 1.1.2(v). The Contractor and all subcontractors shall use good faith efforts to provide to the BEO prompt notice of termination or layoff of employees to facilitate BEO's ability to assist such individuals with new employment. The Contractor shall use the E-Verify internet-based system operated by the United States Department of Homeland Security to determine employment eligibility of all new employees hired by the Contractor after the Effective Date of the Agreement, and shall require all subcontractors to use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of their subagreement.

1.1.3 Non-Compliance.

In addition to and not in derogation of any and all other remedies available to FCSE and the City at law or in equity or under the Agreement, FCSE and the City may impose, in good faith, the following consequences for the failure of the Contractor or the failure of any subcontractor(s) furnishing labor and/or materials to the inclusive, above: (i) withholding approval and payment, either in full or in part, of a pro rata percentage of any Applications for Payment based on the amount set forth in the following paragraph; (ii) withholding retainage; or (iii) terminating the applicable contract.

In addition to and not in derogation of any and all other remedies available to the City at law or in equity or under the Agreement, for the failure of FCSE to ensure that the Contractor or the failure of any subcontractor to comply with the requirements of 1.1.2(v) above, the City may instruct FCSE to impose the following fines: (a) for a second (2nd) violation, a fine of \$1,000.00; (b) for a third (3rd) violation, a fine of \$2,000.00; (c) for a fourth (4th) violation, a fine of \$5,000.00; and (d) for a fifth (5th) and all additional violations, a fine of \$10,000.00 per violation (together, the "Fines"). In connection with a violation under Article 1.1.2(v), any violation relating to each individual job opening shall constitute a separate incident and violation.

1.1.4 Reporting. (NOTE: SYSTEM is an online database reporting, that goes directly to City.)

Commencing on the date the contract for the Improvements is awarded, and continuing until completion of the Improvements, Contractor shall utilize the City's online database reporting system to submit to the City a consolidated monthly report outlining the Contractors, and its subcontractors', compliance with section 1.1.2(i) through (iv) above, in such form and content as may be reasonably required by the City. The City will be provided access to the monthly reports submitted by the Contractor on the City's online reporting system. The Contractor shall report its compliance (and the compliance of all of the subcontractors) with the requirements of section 1.1.2(v) above regarding the City's "Blueprint Workforce Development Program" in the manner set forth in section 1.1.11 below. The Contractor and the subcontractors shall respond to and comply with reasonable requests from the FCSE and the City for supplemental information relating to the reporting requirements of this section 1.1.4.

1.1.5 Identification of Anticipated Subcontracting Needs.

Within thirty (30) days after the date the contract for construction of Improvements is awarded, the Contractor shall provide to FCSE and the City a list of anticipated subcontracts for the Improvements by type of work to be performed, the anticipated dollar value range (plus or minus 10%) of such subcontracts, the estimated time frame for award of such subcontracts, and the name of the anticipated subcontractor, if known. Thereafter, the Contractor shall update such initial estimates and provide such updates to the FCSE and the City on a monthly basis through the date of completion of the Improvements. The Contractor shall in good faith provide to the City with as much advance notice of subcontracting needs as reasonably possible. Except in the case of an emergency threatening loss of life or property damage, or as otherwise reasonably agreed in writing by the FCSE and the City, the Contractor shall not award any subcontract of a type which is not reflected in the then-current list of subcontracts provided to FCSE and the City pursuant to this section 1.1.5.

1.1.6 Subcontracting Opportunities for MBE and WBE.

Prior to the award of any subcontracts and thereafter as reasonably requested by FCSE and the City, the Contractor shall work in good faith with FCSE and the City to identify opportunities to unbundle large subcontracts with the goal of increasing the opportunity for MBE and WBE to obtain subcontracts. At a minimum, the Contractor shall award, or in the aggregate with all of its subcontractors, to award, at least (5) subcontracts with a value not to exceed One Hundred Thousand Dollars (\$100,000.00) each. Within thirty (30) days of the date the contract for construction of Improvements is awarded, Contractor shall submit a plan to the City outlining its commitment and action plan for meeting the minimum requirements set forth herein. Thereafter, not less frequently than monthly, Contractor shall provide a status update on the implementation of the plan to the City reflecting the Contractor's progress in meeting the foregoing requirements.

1.1.7 Award of Subcontracts.

The Contractor shall provide to the FCSE and the City on a monthly basis, a report containing the names, estimated dollar value range (plus or minus 10%) and scope of work of all subcontracts awarded by the Contractor and its subcontractors for work on the construction of the Improvements during the preceding month, to permit FCSE and the City to monitor compliance with this Exhibit.

1.1.8 Identification of Employment Opportunities.

Within thirty (30) days after the date the contract for construction of the Improvements is awarded, or other time mutually agreeable to the Parties, the Contractor shall meet with FCSE and the BEO to identify employment needs for the construction of the Improvements. Thereafter the Contractor shall update such initial estimate and provide such updates to FCSE and the BEO on a monthly basis.

1.1.9 Community Employment Opportunities Meetings.

It is possible that the BEO will hold one or more meetings prior to and during the construction of the Improvements to advise the local community of the anticipated schedule of construction, the manner of applying for jobs, and the hours and location of area job centers. The Contractor shall attend and participate in such community meetings at locations, dates and times established by the mutual agreement of the Contractor and the City. These meetings are in addition to the meeting(s) described in section 1.1.1.

1.1.10 On-Site Employment Information.

The Contractor shall have on the Improvements site documentation informing interested persons how they may obtain instructions and/or directions pertaining to submission of an application for employment in connection with the Improvements to the BEO.

1.1.11 Employment Reporting.

The Contractor shall obtain from its subcontractors, on a monthly basis, reports detailing said subcontractors' compliance with the "Blueprint Workforce Development Program" as set forth in this Exhibit. The Contractor shall incorporate information regarding the Contractors compliance with the "Blueprint Workforce Development Program" as set forth in this Exhibit and consolidate the subcontractors' reports and its own information into a reporting form reasonably acceptable to the FCSE and the City. The Contractor shall submit said consolidated report to FCSE and the City on a monthly basis. Said consolidated report at a minimum shall include the following information

and such other information as may be reasonably requested by the FCSE and the City in a format reasonably required by FCSE and the City:

- (i) the percentage of job openings on the construction of the Improvements that have been filled by referrals from the BEO;
- (ii) a breakdown by job title of each job opening and whether it was filled by a referral from the BEO;
- (iii) for each job opening filled by a referral from the BEO, whether the person is still employed as of the date of the report;
- (iv) descriptions and numbers of jobs that are anticipated to become available in the future, if known, and an estimated timetable for availability of such jobs (reported on a monthly basis pursuant to section 1.1.8 above);
- (v) any difficulties the Contractor and the subcontractors are having with obtaining qualified referrals through the BEO;
- (vi) for temporary workers, the names of workers and their job descriptions, their wages and hours worked, and the name of the subcontractor for which the labor was performed; and
- (vii) any updates to the Contractor's initial estimate and timetable for anticipated employment needs originally provided pursuant to section 1.1.8 above.

1.12 Certification and Rules of Application.

1.13 Certification.

For purposes of the Agreement and this Exhibit: (i) a "Minority Business Enterprise" or "MBE" shall mean a Person certified or recognized as a minority business either by the City pursuant to Chapter 57 of the City Code or by the County pursuant to reciprocity granted by the City in accordance with Chapter 57 of the City Code; and (ii) a "Women-Owned Business Enterprise" or "WBE" shall mean a Person certified or recognized as a women-owned business either by the City pursuant to Chapter 57 of the City Code or by the County pursuant to reciprocity granted by the City in accordance with Chapter 57 of the City Code.

1.14 Commercially Useful Function/Independence.

An MBE or WBE shall be considered to perform a "commercially useful function" when it is responsible for the performance of a defined and distinct scope of work within its area of certification. Each MBE and WBE shall be expected to perform, manage and supervise a meaningful portion of the work contemplated for its subcontract, purchase order or other agreement through the use of its own employees and equipment.

1.15 Employment Agreements.

An employment contract or employment agreement between an individual person and any firm, company, corporation or other person which employs such individual person shall not be deemed a subcontract for the purposes of this Exhibit.

1.16 Miscellaneous.

1.17 Submissions.

Any and all designs and other submissions required by this Exhibit shall be in addition to, and not in replacement of, any and all other submissions required by the Agreement or applicable law, including any and all necessary submissions for permits.

1.18 Subcontracts.

The Contractor shall require that all contracts between the subcontractors and other subcontractors be in writing. The Contractor shall include language in its written agreements with subcontractors requiring compliance by subcontractors with the requirements of this Exhibit to the extent that such requirements are applicable to such subcontractors.

1.19 Third Party Beneficiaries.

The City is an intended third party beneficiary of the Agreement. In addition to its right to proceed with an enforcement action, the City shall have the right to enforce the related Blueprint and MBE/WBE requirements in accordance with Chapter 57 and this Exhibit. There shall be no other third party beneficiaries of the Minority Business Enterprise or Women Owned Business Enterprise provisions of this contract. The City of Orlando shall have the exclusive means of enforcement of the MBE/WBE Ordinance and related Agreement terms. No right of action for non-signatories of the Agreement is intended or implied. The City of Orlando is the sole judge of compliance and whether a good faith effort has been made under the Ordinance and the Agreement.

1.20 No Discrimination.

Firms must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, national origin, sexual orientation, age, or disability.

1.21 Representatives.

The Contractor shall, within ten (10) days of awarding the contract for construction of the Improvements, provide FCSE and City with the name and contact information for a person employed by or under contract with the Contractor who will serve as the point of contact with FCSE and the City with respect to all matters set forth in this Exhibit. From time-to-time thereafter, the Contractor may change or replace such person upon three (3) days' prior written notice to FCSE and the City. FCSE's point of contact to the Contractor pertaining to this Exhibit is _____. The FCSE's point of contact to the City pertaining to this Exhibit is _____. City's point of contact to FCSE pertaining to this Exhibit is _____.