

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



DEBORAH A. CARROLL
DIRECTOR

April 24, 2015

[REDACTED]
Project Manager

[REDACTED]
929 West Adams Street
Chicago, IL 60607

Dear **[REDACTED]**:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and **[REDACTED]**. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: **[REDACTED]**. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact **[REDACTED]** at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact **[REDACTED]** at (202) 698-5772.

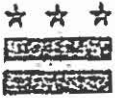
Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

[REDACTED]

Associate Director
First Source Program

Enclosure



**Government of the District of Columbia
FIRST SOURCE EMPLOYMENT AGREEMENT**



Contract Number: N/A - Private Sector Development - Tax Abatement

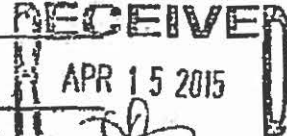
Employer Name: [REDACTED]

Project Contract Amount: \$51,317,908

Employer Contract Award: \$1,500,000

Project Name: [REDACTED]

Project Address: 1780 Columbia Road NW, Washington DC 20009 Ward: 1 BY: [Signature]



Nonprofit Organization with 50 Employees or Less: Yes No

This First Source Employment Agreement, in accordance with The First Source Employment Agreement Act of 1984 (codified in D.C. Official Code §§ 2-219.01 - 2.219.05), The Apprenticeship Requirements Amendment Act of 2004 (Codified in D.C. Official Code §§ 2-219.03 and 32-1431) for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, hereinafter referred to as "DOES", and [REDACTED], hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral, and placement of new hires or employees for all new jobs created by the Project. The Employer will hire 51% District of Columbia residents for all new jobs created by the Project, and 35 % of all apprenticeship hours be worked by DC residents employed by EMPLOYER in connection with the Project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

I. GENERAL TERMS

- A. Subject to the terms and conditions set forth herein, the EMPLOYER will use DOES as its first source for the recruitment, referral and placement for jobs created by the Project.
- B. The EMPLOYER will require all Project contractors with contracts totaling \$100,000 or more, and Project subcontractors with subcontracts totaling \$100,000 or more, to enter into a First Source Employment Agreement with DOES.
- C. DOES will provide recruitment, referral and placement services to the EMPLOYER, which are subject to the limitations set out in this Agreement.
- D. The participation of DOES in this Agreement will be carried out by the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by the Office of the Director, of DOES.
- E. This Agreement will take effect when signed by the parties below and will be fully effective for the duration of the Project contract and any extensions or modification to the Project contract.

- F. This Agreement will not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan, or contract/subcontract for the Project.
- G. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Project (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Standard Metropolitan Statistical Area created for the Project as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.
- H. This Agreement includes apprentices as defined and as amended, in D.C. Law 2-156. D.C. Official Code §§ 32-1401- 1431.
- I. The EMPLOYER, prime subcontractors and subcontractors who contract with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least \$500,000, let within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council; and this includes but is not limited to, any construction or renovation contract or subcontract signed as the result of, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more. In furtherance of the foregoing, the EMPLOYER shall enter into an agreement with its contractors, including the general contractor, that requires that such contractors and subcontractors for the Project participate, in apprenticeship programs for the Project that: (i) meet the standards set forth in Chapter 11 of Title 7 of the District of Columbia Municipal Regulations, and (ii) have an apprenticeship program registered with the District of Columbia's Apprenticeship Council.

II. RECRUITMENT

- A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected to be created on the Project, salary range, hiring dates, residency status, ward information, new hire justification and union requirements.
- B. The Employer will post all job vacancies in the DOES' Virtual One-Stop (VOS) at www.jobs.dc.gov within five (5) days of executing the Agreement. Should you need assistance posting job vacancies, please contact Job Bank at (202) 698-6001.
- C. The EMPLOYER will notify DOES, by way of the First Source Office of its Specific Need for new employees for the Project, within at least five (5) business days (Monday - Friday) upon Employers identification of the Specific Need. This must be done before using any other referral source. Specific Needs shall include, at a minimum, the number of employees needed by job title, qualifications, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- D. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce do not need to be referred to DOES for placement and referral. However, EMPLOYER shall notify DOES of such promotions.

- E. The EMPLOYER will submit to DOES, prior to commencing work on the Project, the names, residency status and ward information of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRAL

- A. DOES will screen applicants and provide the EMPLOYER with a list of applicants according to the Notification of Specific Needs supplied by the EMPLOYER as set forth in Section II (B).
- B. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer.

IV. PLACEMENT

- A. The EMPLOYER will make all decisions on hiring new employees but will, in good faith, use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.
- B. In the event that DOES is unable to refer qualified personnel meeting the Employer's established qualifications, within five (5) business days (Monday - Friday) from the date of notification, from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. Notwithstanding, the EMPLOYER will still be required to hire 51% District residents for all new jobs created by the Project.
- C. After the EMPLOYER has selected its employees, DOES will not be responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

V. TRAINING

- A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and will be set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.
- B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.
- C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved

with this Project a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

VII. EXEMPTIONS

- A. All contracts, subcontracts or other forms of government-assistance less than \$100,000.
- B. Employment openings the contractor will fill with individuals already employed by the company.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Construction or renovation contracts or subcontracts in the District of Columbia totaling less than \$500,000 are exempt from the requirements of Section I(H) and I(I) of the General Terms hereof.
- E. Non-profit organization with 50 or less employees are exempt from the requirements.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:
 - 1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.
 - 2. Notify DOES within seven (7) business days of the transfer. This advice will include the name of the party taking possession and the name and telephone of that party's representative.
- B. DOES will monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate with the DOES monitoring and will submit a Contract Compliance Form to DOES monthly.
- C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available to DOES, upon request, payroll and employment records for the review period indicated for the Project.
- D. The Employer will provide DOES additional information upon request.
- E. With the submission of the final request for payment from the District, the EMPLOYER shall:

1. Document in a report to DOES its compliance with the requirement that 51% of the new employees hired by the EMPLOYER for the Project be District residents; or
 2. Submit to DOES a request for a waiver of compliance of the requirement that 51% of the new employees hired by the EMPLOYER the Project be District residents which will include the following documentation:
 - a. Documentation supporting EMPLOYERS good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources; and
 - c. Advertisement of job openings listed with DOES and other referral sources.
- F. The DOES may waive the requirement that 51% of the new employees hired by the EMPLOYER for the Project be District residents, if DOES finds that:
1. A good faith effort to comply is demonstrated by the EMPLOYER; or
 2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area:

The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
 3. The EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or
 4. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project. No failure by Employer to request a waiver under any other provision hereunder shall be considered relevant to a requested waiver under this Subsection.
- G. Willful breach of the First Source Employment Agreement by the EMPLOYER, failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the DOES through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract for the positions created by EMPLOYER.
- H. The parties acknowledge that the provisions of E and F of Article VIII apply only to First Source hiring.
- I. Nonprofit organizations with 50 or less employees are exempt from the requirement that 51% of the new employees hired by the EMPLOYER on the Project be District residents.

J. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.

K. The EMPLOYER's noncompliance with the provisions of this Agreement may result in termination.

IX. LOCAL, SMALL, DISADVANTAGES BUSINESS ENTERPRISE

A. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)?
 YES NO

If yes, certification number: _____

X. APPRENTICESHIP PROGRAM

A. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council? YES NO

If yes, D.C. Apprenticeship Council Registration Number: Local 657 Laborers #93051
Local 2311 Piledrivers #93005
Local 77 Operating Engineers #93013


XI. SUBCONTRACTOR

A. Is your firm a subcontractor on this project? YES NO
If yes, name of prime contractor: _____

Dated this 15th day of April, 2015


Signature Dept. of Employment Services


Signature of Employer


Name of Company

2431 Linden Lane, Silver Spring, MD 20910
Address

301.587.5111
Telephone


E-mail

EMPLOYMENT PLAN

NAME OF EMPLOYER: [REDACTED]
 ADDRESS OF EMPLOYER: 2431 Linden Lane, Silver Spring, MD 20910
 TELEPHONE NUMBER: 301.587.5111 FEDERAL IDENTIFICATION NO.: [REDACTED]
 CONTACT PERSON: [REDACTED] TITLE: Senior Vice President
 E-MAIL: [REDACTED] TYPE OF BUSINESS: Deep Foundation Contracting

DISTRICT CONTRACTING AGENCY: Deputy Mayor for Planning and Economic Development
 CONTRACTING OFFICER: [REDACTED] TELEPHONE NUMBER: 202.724.7535
 TYPE OF PROJECT: [REDACTED] CONTRACT AMOUNT: 51,317,908
 EMPLOYER CONTRACT AMOUNT: \$1,500,000
 PROJECT START DATE: March 2015 PROJECT END DATE: December 2016
 EMPLOYER START DATE: April 20, 2015 EMPLOYER END DATE: 12 weeks

NEW JOB CREATION PROJECTIONS: Please indicate ALL new position(s) your firm will create as a result of the Project. If the firm WILL NOT be creating any new employment opportunities, please complete the attached justification sheet with an explanation. Attach additional sheets as needed.

JOB TITLE	# OF JOBS		SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
	F/T	P/T			
A	See attachment				
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					

CURRENT EMPLOYEES: Please list the names, residency status and ward information of all current employees, including apprentices, trainees, and transfers from other projects, who will be employed on the Project. Attach additional sheets as needed.

NAME OF EMPLOYEE	CURRENT DISTRICT RESIDENT ✓Please Check	WARD
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JUSTIFICATION SHEET: Please provide a detailed explanation of why the Employer will not have any new hires on the Project.

██████████ welcomes the opportunity to work with DOES in creating new hire positions to be filled by qualified DC residents that may also lead to long term Barkal employment.

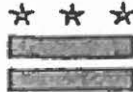
██████████ has numerous projects in DC which are staffed with DC residents and we staff new DC projects with internal transfers from other DC projects

DC Residents who are ACTIVE BERKEL EMPLOYEES

NAME	Job #	Super	Trade
[REDACTED]	13-073S	[REDACTED]	LA
[REDACTED]	12-151S	[REDACTED]	Forklift DC Operator
[REDACTED]	13-073S	[REDACTED]	LA -
[REDACTED]	12-151S	[REDACTED]	LA- Grout Mixer
[REDACTED]	12-151S	[REDACTED]	LA-mix grout
[REDACTED]	12-287S	[REDACTED]	LA -
[REDACTED]	12-151S	[REDACTED]	LA- mix grout
[REDACTED]	12-259S	[REDACTED]	LA-
[REDACTED]	12-195S	[REDACTED]	LA
[REDACTED]	all over	[REDACTED]	Pile Driver ; Welder
[REDACTED]	11-152S	[REDACTED]	LA

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Employment Services

MURIEL BOWSER
MAYOR



DEBORAH A. CARROLL
DIRECTOR

October 1, 2015

[REDACTED]
Project Manager

[REDACTED]
929 West Adams Street
Chicago, IL 60607

Dear [REDACTED]:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and [REDACTED]. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: [REDACTED]. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact [REDACTED] at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact [REDACTED] at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

A handwritten signature in dark ink, appearing to read "Deborah A. Carroll", is written over a redacted area.

Associate Director
First Source Program

Enclosure

[Redacted]
[Redacted]

Government of the District of Columbia
FIRST SOURCE EMPLOYMENT AGREEMENT

[Redacted]
[Redacted]

Contract Number: 214161S17

Employer Name: [Redacted]

Project Contract Amount: \$1,705,000

Employer Contract Award: [Redacted]

Project Name: [Redacted]

Project Address: 1780 Columbia Road NW, Washington DC 20009 Ward: 1

RECEIVED
SEP 2 11 2015
BY: [Signature]

Nonprofit Organization with 50 Employees or Less: Yes No

This First Source Employment Agreement, in accordance with The First Source Employment Agreement Act of 1984 (codified in D.C. Official Code §§ 2-219.01 - 2.219.05). The Apprenticeship Requirements Amendment Act of 2004 (Codified in D.C. Official Code §§ 2-219.03 and 32-1431) for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, hereinafter referred to as "DOES", and [Redacted], hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral, and placement of new hires or employees for all new jobs created by the Project. The Employer will hire 51% District of Columbia residents for all new jobs created by the Project, and 35 % of all apprenticeship hours be worked by DC residents employed by EMPLOYER in connection with the Project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

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- G. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Project (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Standard Metropolitan Statistical Area created for the Project as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.
- H. This Agreement includes apprentices as defined and as amended, in D.C. Law 2-156. D.C. Official Code §§ 32-1401- 1431.
- I. The EMPLOYER, prime subcontractors and subcontractors who contract with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least \$500,000, let within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council; and this includes but is not limited to, any construction or renovation contract or subcontract signed as the result of, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more. In furtherance of the foregoing, the EMPLOYER shall enter into an agreement with its contractors, including the general contractor, that requires that such contractors and subcontractors for the Project participate, in apprenticeship programs for the Project that: (i) meet the standards set forth in Chapter 11 of Title 7 of the District of Columbia Municipal Regulations, and (ii) have an apprenticeship program registered with the District of Columbia's Apprenticeship Council.

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The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
 3. The EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or
 4. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project. No failure by Employer to request a waiver under any other provision hereunder shall be considered relevant to a requested waiver under this Subsection.
- G. Willful breach of the First Source Employment Agreement by the EMPLOYER, failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the DOES through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract for the positions created by EMPLOYER.
- H. The parties acknowledge that the provisions of E and F of Article VIII apply only to First Source hiring.
- I. Nonprofit organizations with 50 or less employees are exempt from the requirement that 51% of the new employees hired by the EMPLOYER on the Project be District residents.

J. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.

K. The EMPLOYER's noncompliance with the provisions of this Agreement may result in termination.

IX. LOCAL, SMALL, DISADVANTAGES BUSINESS ENTERPRISE

A. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)?
 YES NO

If yes, certification number: _____

X. APPRENTICESHIP PROGRAM

A. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council? YES NO

If yes, D.C. Apprenticeship Council Registration Number: _____

XI. SUBCONTRACTOR

A. Is your firm a subcontractor on this project? YES NO

If yes, name of prime contractor: _____

Dated this 21 day of September 202015



Signature Dept. of Employment Services



Signature of Employer

Name of Company

4523 Wedgewood Blvd, Suite 113, Frederick, MD 21703

Address

301.696.0707

Telephone

E-mail

EMPLOYMENT PLAN

NAME OF EMPLOYER: _____
 ADDRESS OF EMPLOYER: 4635 Wedgewood Blvd., Suite 113, Frederick, MD 21703
 TELEPHONE NUMBER: 301.696.0707 FEDERAL IDENTIFICATION NO.: _____
 CONTACT PERSON: _____ TITLE: Executive Assistant
 E-MAIL: _____ TYPE OF BUSINESS: _____
Window/Door Supply and Installation

DISTRICT CONTRACTING AGENCY: Deputy Mayor for Planning and Economic Development
 CONTRACTING OFFICER: _____ TELEPHONE NUMBER: 202.724.7535
 TYPE OF PROJECT: Hotel Development CONTRACT AMOUNT: \$51,317,908
 EMPLOYER CONTRACT AMOUNT: \$1,705,000
 PROJECT START DATE: March 2015 PROJECT END DATE: December 2016
 EMPLOYER START DATE: February 2016 EMPLOYER END DATE: December 2016

NEW JOB CREATION PROJECTIONS: Please indicate ALL new position(s) your firm will create as a result of the Project. If the firm WILL NOT be creating any new employment opportunities, please complete the attached justification sheet with an explanation. Attach additional sheets as needed.

*Temporary position - only until completion of AdMo Project.

JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A Assistant Project Manager	F/T	\$35,000-\$45,000*	-	February 2016
B				
C				
D				
E				
F				
G				
H				
I				
J				
K				

CURRENT EMPLOYEES: Please list the names, residency status and ward information of all current employees, including apprentices, trainees, and transfers from other projects, who will be employed on the Project. Attach additional sheets as needed.

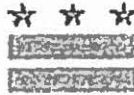
NAME OF EMPLOYEE	CURRENT DISTRICT RESIDENT √Please Check	WARD
[REDACTED]	<input type="checkbox"/>	
[REDACTED]	<input type="checkbox"/>	
[REDACTED]	<input type="checkbox"/>	
[REDACTED]	<input type="checkbox"/>	
	<input type="checkbox"/>	
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JUSTIFICATION SHEET: Please provide a detailed explanation of why the Employer will not have any new hires on the Project.

N/A

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Employment Services

MURIEL BOWSER
MAYOR



DEBORAH A. CARROLL
ACTING DIRECTOR

April 9, 2015

[REDACTED]
Project Manager

[REDACTED]
929 West Adams Street
Chicago, IL 60607

Dear [REDACTED]:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and [REDACTED]. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: [REDACTED]. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact [REDACTED] at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact [REDACTED] at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Deborah A. Carroll".

Associate Director
First Source Program

Enclosure



Government of the District of Columbia
FIRST SOURCE EMPLOYMENT AGREEMENT



Contract Number: _____

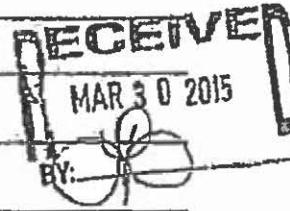
Employer Name: _____

Project Contract Amount: \$53 Million

Employer Contract Award: \$432,000.00

Project Name: _____

Project Address: 1780 Columbia Rd NW Washington, DC 20009 Ward: 1



Nonprofit Organization with 50 Employees or Less: Yes No

This First Source Employment Agreement, in accordance with The First Source Employment Agreement Act of 1984 (codified in D.C. Official Code §§ 2-219.01 – 2.219.05), The Apprenticeship Requirements Amendment Act of 2004 (Codified in D.C. Official Code §§ 2-219.03 and 32-1431) for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, hereinafter referred to as "DOES", and _____, hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral, and placement of new hires or employees for all new jobs created by the Project. The Employer will hire 51% District of Columbia residents for all new jobs created by the Project, and 35 % of all apprenticeship hours be worked by DC residents employed by EMPLOYER in connection with the Project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

I. GENERAL TERMS

- A. Subject to the terms and conditions set forth herein, the EMPLOYER will use DOES as its first source for the recruitment, referral and placement for jobs created by the Project.
- B. The EMPLOYER will require all Project contractors with contracts totaling \$100,000 or more, and Project subcontractors with subcontracts totaling \$100,000 or more, to enter into a First Source Employment Agreement with DOES.
- C. DOES will provide recruitment, referral and placement services to the EMPLOYER, which are subject to the limitations set out in this Agreement.
- D. The participation of DOES in this Agreement will be carried out by the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by the Office of the Director, of DOES.
- E. This Agreement will take effect when signed by the parties below and will be fully effective for the duration of the Project contract and any extensions or modification to the Project contract.

- F. This Agreement will not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan, or contract/subcontract for the Project.
- G. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Project (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Standard Metropolitan Statistical Area created for the Project as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.
- H. This Agreement includes apprentices as defined and as amended, in D.C. Law 2-156, D.C. Official Code §§ 32-1401- 1431.
- I. The EMPLOYER, prime subcontractors and subcontractors who contract with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least \$500,000, let within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council; and this includes but is not limited to, any construction or renovation contract or subcontract signed as the result of, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more. In furtherance of the foregoing, the EMPLOYER shall enter into an agreement with its contractors, including the general contractor, that requires that such contractors and subcontractors for the Project participate, in apprenticeship programs for the Project that: (i) meet the standards set forth in Chapter 11 of Title 7 of the District of Columbia Municipal Regulations, and (ii) have an apprenticeship program registered with the District of Columbia's Apprenticeship Council.

II. RECRUITMENT

- A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected to be created on the Project, salary range, hiring dates, residency status, ward information, new hire justification and union requirements.
- B. The Employer will post all job vacancies in the DOES' Virtual One-Stop (VOS) at www.jobs.dc.gov within five (5) days of executing the Agreement. Should you need assistance posting job vacancies, please contact Job Bank at (202) 698-6001.
- C. The EMPLOYER will notify DOES, by way of the First Source Office of its Specific Need for new employees for the Project, within at least five (5) business days (Monday - Friday) upon Employers identification of the Specific Need. This must be done before using any other referral source. Specific Needs shall include, at a minimum, the number of employees needed by job title, qualifications, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- D. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce do not need to be referred to DOES for placement and referral. However, EMPLOYER shall notify DOES of such promotions.

- E. The EMPLOYER will submit to DOES, prior to commencing work on the Project, the names, residency status and ward information of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRAL

- A. DOES will screen applicants and provide the EMPLOYER with a list of applicants according to the Notification of Specific Needs supplied by the EMPLOYER as set forth in Section II (B).
- B. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer.

IV. PLACEMENT

- A. The EMPLOYER will make all decisions on hiring new employees but will, in good faith, use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.
- B. In the event that DOES is unable to refer qualified personnel meeting the Employer's established qualifications, within five (5) business days (Monday - Friday) from the date of notification, from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. Notwithstanding, the EMPLOYER will still be required to hire 51% District residents for all new jobs created by the Project.
- C. After the EMPLOYER has selected its employees, DOES will not be responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

V. TRAINING

- A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and will be set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.
- B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.
- C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved

with this Project a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

VII. EXEMPTIONS

- A. All contracts, subcontracts or other forms of government-assistance less than \$100,000.
- B. Employment openings the contractor will fill with individuals already employed by the company.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Construction or renovation contracts or subcontracts in the District of Columbia totaling less than \$500,000 are exempt from the requirements of Section I(H) and I(I) of the General Terms hereof.
- E. Non-profit organization with 50 or less employees are exempt from the requirements.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:
 - 1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.
 - 2. Notify DOES within seven (7) business days of the transfer. This advice will include the name of the party taking possession and the name and telephone of that party's representative.
- B. DOES will monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate with the DOES monitoring and will submit a Contract Compliance Form to DOES monthly.
- C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available to DOES, upon request, payroll and employment records for the review period indicated for the Project.
- D. The Employer will provide DOES additional information upon request.
- E. With the submission of the final request for payment from the District, the EMPLOYER shall:

1. Document in a report to DOES its compliance with the requirement that 51% of the new employees hired by the EMPLOYER for the Project be District residents; or
 2. Submit to DOES a request for a waiver of compliance of the requirement that 51% of the new employees hired by the EMPLOYER the Project be District residents which will include the following documentation:
 - a. Documentation supporting EMPLOYERS good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources; and
 - c. Advertisement of job openings listed with DOES and other referral sources.
- F. The DOES may waive the requirement that 51% of the new employees hired by the EMPLOYER for the Project be District residents, if DOES finds that:
1. A good faith effort to comply is demonstrated by the EMPLOYER; or
 2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area:

The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loudon, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
 3. The EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or
 4. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project. No failure by Employer to request a waiver under any other provision hereunder shall be considered relevant to a requested waiver under this Subsection.
- G. Willful breach of the First Source Employment Agreement by the EMPLOYER, failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the DOES through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract for the positions created by EMPLOYER.
- H. The parties acknowledge that the provisions of E and F of Article VIII apply only to First Source hiring.
- I. Nonprofit organizations with 50 or less employees are exempt from the requirement that 51% of the new employees hired by the EMPLOYER on the Project be District residents.

J. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.

K. The EMPLOYER's noncompliance with the provisions of this Agreement may result in termination.

IX. LOCAL, SMALL, DISADVANTAGES BUSINESS ENTERPRISE

A. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)?
 YES NO

If yes, certification number: LC2734032018

X. APPRENTICESHIP PROGRAM

A. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council? YES NO

If yes, D.C. Apprenticeship Council Registration Number: 91365

XI. SUBCONTRACTOR

A. Is your firm a subcontractor on this project? YES NO

If yes, name of prime contractor: [REDACTED]

Dated this 20 day of February 2015

[REDACTED]
Signature Dept. of Employment Services

[REDACTED]
Signature of Employer
[REDACTED]
Name of Company
[REDACTED]
Address
600 Gallatin St NE Washington, DC 20017
[REDACTED]
Telephone
202-829-8510 [REDACTED]
[REDACTED]
E-mail

EMPLOYMENT PLAN

NAME OF EMPLOYER: _____
 ADDRESS OF EMPLOYER: 600 Gallatin St., NE Washington, DC 20017
 TELEPHONE NUMBER: 202-829-8510 FEDERAL IDENTIFICATION NO.: _____
 CONTACT PERSON: _____ TITLE: Compliance Officer
 E-MAIL: _____ TYPE OF BUSINESS: _____

DISTRICT CONTRACTING AGENCY: Deputy Mayor for Planning and Economic Development
 CONTRACTING OFFICER: _____ TELEPHONE NUMBER: 202-724-7535
 TYPE OF PROJECT: _____ CONTRACT AMOUNT: \$53 million
 EMPLOYER CONTRACT AMOUNT: \$432,000.00
 PROJECT START DATE: 5/2015 PROJECT END DATE: 12/2015
 EMPLOYER START DATE: 10/2015 EMPLOYER END DATE: 10/2017

NEW JOB CREATION PROJECTIONS: Please indicate ALL new position(s) your firm will create as a result of the Project. If the firm WILL NOT be creating any new employment opportunities, please complete the attached justification sheet with an explanation. Attach additional sheets as needed.

JOB TITLE	# OF JOBS		SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
	F/T	P/T			
A					
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					

CURRENT EMPLOYEES: Please list the names, residency status and ward information of all current employees, including apprentices, trainees, and transfers from other projects, who will be employed on the Project. Attach additional sheets as needed.

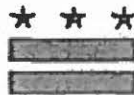
NAME OF EMPLOYEE	CURRENT DISTRICT RESIDENT √Please Check	WARD
See Attached	<input type="checkbox"/>	
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DATE	EMPLOYEE NAME	SSN	DOB	ADDRESS	TOWNSHIP & STATE	HIRED DATE	POSITION
2001	[REDACTED]	0514	11/22/1949	2516 Buckhead Tr.	Adelphi MD 20783	10/4/1998	operator
2002	[REDACTED]	0470	04/1/1963	2717 John Alcott Dr. #202	Fox Church, VA 22044	02/20/1993	operator
2007	[REDACTED]	1707	2/4/1960	3528 Powder Mill Rd.	Beltsville, MD 20705	6/20/1974	operator
1086	[REDACTED]	4437	7/20/1963	2712 Pennell Run Lane	Fox Church, VA 22043	2/11/2003	skilled labor
1204	[REDACTED]	4577	5/18/1974	12904 Embassy St	Henderson, VA 20170	6/24/2000	skilled labor
1644	[REDACTED]	0742	3/20/1970	21077 Semblance Dr.	Staffing, VA 20164	2/12/2012	operator
1680	[REDACTED]	5456	1/21/1960	2712 Pennell Run Lane	Fox Church, VA 22043	6/2/2004	operator
1702	[REDACTED]	4084	5/13/1961	19137 Broadwater Way	Geithersburg, MD 20879	7/20/2004	skilled labor
1703	[REDACTED]	7047	4/23/1975	131 Dole St	Alexandria, VA 22303	7/20/2004	skilled labor
1707	[REDACTED]	5283	2/13/1959	704 Manor Rd.	Alexandria, VA 22304	7/20/2004	skilled labor
1929	[REDACTED]	7103	3/20/1920	1030 McArthur Ct. #14	Adelphi, MD 20783	9/24/2003	skilled labor
1970	[REDACTED]	7322	2/23/1969	2741 Hampton Ct.	Woodbridge, VA 22192	2/20/2007	operator
2019	[REDACTED]	8612	2/21/1970	12206 Grandview Ave.	Woodbridge, VA 22192	7/16/2007	skilled labor
2020	[REDACTED]	0376	11/20/1953	11727 Highview Ave	Staffing, MD 20783	7/16/2007	operator
2020	[REDACTED]	9776	11/12/1954	540 Beacon Rd., #D	Staffing, MD 20783	02/1/2007	skilled labor
2130	[REDACTED]	0332	1/11/1973	19137 Broadwater Way	Geithersburg, MD 20879	02/25/2000	operator
2169	[REDACTED]	7723	11/19/1961	516 Rocko Ave. #104	Henderson, VA 20170	3/10/2010	skilled labor
2191	[REDACTED]	5402	4/21/1965	4820A Old Swimming Pool Rd	Brookdale Heights, MD 21714	3/22/2010	operator
2192	[REDACTED]	4477	6/20/1953	3004 Buchanan St. #303	Mount Airy, MD 20872	4/15/2010	skilled labor
2193	[REDACTED]	9537	10/1/1974	2079 Kennedy St.	Hyattsville, MD 20878	4/15/2010	skilled labor
2194	[REDACTED]	9537	01/13/1970	PO Box 2021	Staffing, MD 20783	4/15/2010	skilled labor
2004	[REDACTED]	3100	1/27/1977	6434 DE Park Ct.	Alexandria, VA 22319	5/12/2010	operator
2010	[REDACTED]	7241	2/16/1970	9611 MacArthur Rd	Staffing, MD 20783	5/12/2010	skilled labor
2022	[REDACTED]	0731	4/23/1964	0237 Jasper Pl	Alexandria, VA 22309	7/14/2010	operator
2005	[REDACTED]	7626	3/12/1972	17628 Larchmont Tr.	Geithersburg, MD 20877	9/13/2010	skilled labor
2006	[REDACTED]	4031	4/23/1961	112 Durnal Ln #102	Geithersburg, MD 20877	2/15/2010	operator
2055	[REDACTED]	2037	5/1/1975	2625 Bowen Rd. #201 SE	Washington, DC 20070	2/21/2011	skilled labor
2056	[REDACTED]	5459	10/27/1982	124 Washington Pl #1 SE	Washington, DC 20002	3/7/2011	skilled labor
2079	[REDACTED]	7787	7/1/1979	3044 Florence Dr #2	Alexandria, VA 22303	10/20/2011	skilled labor
2107	[REDACTED]	3013	12/21/1961	3911 Southham Ave. #104	Suitland, MD 20746	2/1/2012	operator
2122	[REDACTED]	4371	6/21/1964	1633 Franklin St. #C	Washington, DC 20018	4/23/2012	skilled labor
2130	[REDACTED]	5340	6/21/1969	1633 Franklin St. #E	Washington, DC 20018	4/23/2012	skilled labor
2146	[REDACTED]	0689	7/11/1929	2977 Riggs Rd	Hyattsville, MD 20878	6/2/2012	skilled labor
2003	[REDACTED]	2540	5/27/1972	11219 Highland School Rd	Alexandria, VA 22303	6/14/2012	skilled labor
2016	[REDACTED]	0773	3/14/1961	3109 Colonial Ave. #107	Washington, DC 20012 (W4)	9/11/2013	skilled labor
2010	[REDACTED]	0720	5/7/1955	1424 Independence Ave SE	Washington DC 20003 (W6)	12/1/2013	skilled labor
2020	[REDACTED]	1103	7/21/1962	39 W. 31st St	Washington DC 20001	12/16/2013	skilled labor
2023	[REDACTED]	0140	9/5/1969	1342 Quincy St #107	Washington DC 20011 (W4)	12/10/2013	skilled labor
2022	[REDACTED]	4237	6/21/1971	1437 Post Rd #101 #203	Washington DC 20018 (W1)	1/4/2014	skilled labor

EMPLOYEE #	EMPLOYEE NAME	DEPT	DOB	ADDRESS	TOWN & STATE	HIRE DATE	POSITIONS
3233	[REDACTED]	-2333	9/24/1963	61 Leonard St NW	Washington DC 20010 (MI)	4/7/2014	skilled labor
3234	[REDACTED]	-3735	3/9/1974	3333 Dubois Place SE A-2	Washington DC 20019 (MI)	4/7/2014	skilled labor
3231	[REDACTED]	0192	2/20/1977	4110 Georgia Ave NW	Washington DC 20011	7/1/2014	skilled labor
3234	[REDACTED]	-7140	11/10/1970	2532 Tepp Rd	Mountlawn VA	10/21/2014	skilled labor
4000	[REDACTED]	-0783	2/5/1983	14 Hubbardton Ct	Spring Spring MD 20709	10/20/2011	skilled labor
4011	[REDACTED]	-9050	9/7/1977	17120 Downing St #200	Chathamburg MD 20037	10/20/2011	skilled labor

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Employment Services

MURIEL BOWSER
MAYOR



DEBORAH A. CARROLL
DIRECTOR

June 29, 2016

[REDACTED]
Controller

[REDACTED]
3809 Edgewater Place
Baltimore, MD 21222

Dear [REDACTED]:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and [REDACTED]. Please note that the enclosed First Source Agreement reflects legislative changes to the First Source Program which took effect on February 24, 2012. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: [REDACTED]. The new provisions still require that 51% of all new hires be District residents on government contracts between \$300,000 and \$5 million dollars. In addition, each construction project receiving government assistance totaling \$5 million dollars or more is required to have the following percentage of hours worked by DC residents on those projects; 20% of journey worker hours; 60% of apprentice hours; 51% of skilled laborer hours; 70% of common laborer hours. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project or 60% where applicable.

You should register and post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact [REDACTED] at (202) 698-3529 or by email at [REDACTED] to receive assistance with identifying qualified District residents for placement.

First Source reports are due by the 10th of each month, reporting data of the prior month. Company representatives responsible for completing the First Source Contract Compliance reports shall contact [REDACTED] within 2 days of receipt of the executed Agreement for a user name and password to access the First Source Employer Portal for electronic submission of reports.

Sincerely,

A large, dark redacted area covering the signature of Barbara Graham.

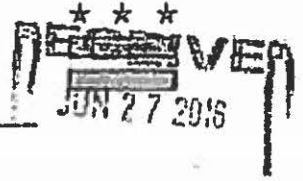
Barbara Graham
Supervisor
First Source Program

Enclosure

FORM 100-100

01/01/00

Government of the District of Columbia
FIRST SOURCE EMPLOYMENT AGREEMENT



Contract Number: 214161S03

Employer Name: [REDACTED]

Project Contract Amount: \$53 Million

Employer Contract Award: 6,480,000.00

Project Name: [REDACTED]

Project Address: 1350 Monroe Street NW #543, Washington DC 20010 Ward: 1

Nonprofit Organization with 50 Employees or Less: Yes No

This First Source Employment Agreement, in accordance with The First Source Employment Agreement Act of 1984 (codified in D.C. Official Code §§ 2-219.01 – 2.219.05), The Apprenticeship Requirements Amendment Act of 2004 (Codified in D.C. Official Code §§ 2-219.03 and 32-1431) for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, hereinafter referred to as "DOES", and [REDACTED], hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral, and placement of new hires or employees for all new jobs created by the Project. The Employer will hire 51% District of Columbia residents for all new jobs created by the Project, and 35 % of all apprenticeship hours be worked by DC residents employed by EMPLOYER in connection with the Project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

I. GENERAL TERMS

- A. Subject to the terms and conditions set forth herein, the EMPLOYER will use DOES as its first source for the recruitment, referral and placement for jobs created by the Project.
- B. The EMPLOYER will require all Project contractors with contracts totaling \$100,000 or more, and Project subcontractors with subcontracts totaling \$100,000 or more, to enter into a First Source Employment Agreement with DOES.
- C. DOES will provide recruitment, referral and placement services to the EMPLOYER, which are subject to the limitations set out in this Agreement.
- D. The participation of DOES in this Agreement will be carried out by the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by the Office of the Director, of DOES.
- E. This Agreement will take effect when signed by the parties below and will be fully effective for the duration of the Project contract and any extensions or modification to the Project contract.