

The Line DC - Construction Jobs and Hours through March 2017  
 Updated 4/7/2017

Subcontractors with First Source Agreements (> \$100,000)

Contract No.	Vendor	PS Monthly Report Source	Total DC Employees	Total DC	PS MH Report Source	Total Hours	DC Hours	DC Hours as %	Notes
31401503	[REDACTED]	March 17	11	0	March 17	64,307	5,179	8%	CLOSED
31401503	[REDACTED]	March 17	7	0	March 17	11,637	4,793	41%	CLOSED
31401506	[REDACTED]	March 17	64	0	March 17	9,291	0	0%	CLOSED
31401507	[REDACTED]	March 17	37	0	March 17	2,791	843	30%	CLOSED
31401508	[REDACTED]	March 17	37	0	March 17	18,294	2,266	12%	CLOSED
31401510	[REDACTED]	March 17	37	0	March 17	13,136	0	0%	CLOSED
31401512	[REDACTED]	Feb-17	21	10	Feb-17	21,579	12,291	57%	Not received. To include in April 2017 report.
31401513	[REDACTED]	March 17	31	0	March 17	3,672	0	0%	Not received. To include in April 2017 report.
31401514	[REDACTED]	March 17	53	2	March 17	3,741	50	1%	Not received. To include in April 2017 report.
31401515	[REDACTED]	Feb-17	42	16	Feb-17	31,203	8,213	26%	Not received. To include in April 2017 report.
31401516	[REDACTED]	March 17	0	1	March 17	824	233	28%	Not received. To include in April 2017 report.
31401517	[REDACTED]	March 17	48	37	March 17	6,891	2,241	33%	Not received. To include in April 2017 report.
31401518	[REDACTED]	March 17	174	0	March 17	7,642	4,178	55%	Not received. To include in April 2017 report.
31401519	[REDACTED]	March 17	3	0	March 17	250	210	84%	Not received. To include in April 2017 report.
31401520	[REDACTED]	March 17	11	4	March 17	2,399	681	29%	Not received. To include in April 2017 report.
31401521	[REDACTED]	March 17	1	1	March 17	2,570	978	38%	Not received. To include in April 2017 report.
31401522	[REDACTED]	March 17	21	8	March 17	2,203	1,537	70%	Not received. To include in April 2017 report.
31401524	[REDACTED]	Feb-17	0	0	Feb-17	0	0	0%	Not received. To include in April 2017 report.
31401525	[REDACTED]	March 17	0	0	March 17	0	0	0%	Not received. To include in April 2017 report.
31401529	[REDACTED]	March 17	3	0	March 17	378	0	0%	Not received. To include in April 2017 report.
31401530	[REDACTED]	March 17	39	1	March 17	6,300	2,201	35%	Not received. To include in April 2017 report.
31401531	[REDACTED]	March 17	25	13	March 17	2,624	731	28%	Not received. To include in April 2017 report.
31401532	[REDACTED]	Jan-17	0	0	Jan-17	0	0	0%	Not received. To include in April 2017 report.
31401533	[REDACTED]	Oct-16	11	0	Oct-16	2,911	181	6%	CLOSED
Subtotal First Source Agreements Subcontractors			795	141		213,790	62,413	29%	
Subcontractors without First Source Agreements (< \$100,000)			135	131		8,133	7,011	8%	
31401534	[REDACTED]	March 17	6	3	March 17	221	143	65%	
31401535	[REDACTED]	March 17	4	0	March 17	56	0	0%	
Subtotal Other Subcontractors			165	134		18,613	8,486	46%	
<b>SUBTOTAL CONSTRUCTION NUMBERS</b>			<b>960</b>	<b>275</b>		<b>224,403</b>	<b>70,899</b>	<b>31%</b>	
Other development firms									
31401536	[REDACTED]	Feb-17	3	1	Feb-17	3,484	1,464	42%	CLOSED
31401537	[REDACTED]	March 17	6	4	March 17	17,623	11,775	67%	Not received. To include in April 2017 report.
31401538	[REDACTED]	Feb-17	10	10	Feb-17	293	293	100%	Not received. To include in April 2017 report.
31401539	[REDACTED]	March 17	36	27	March 17	18,201	13,187	72%	Not received. To include in April 2017 report.
31401540	[REDACTED]	Feb-17	2	2	Feb-17	1,818	1,818	100%	Not received. To include in April 2017 report.
31401541	[REDACTED]	March 17	16	10	March 17	11,764	6,083	52%	Not received. To include in April 2017 report.
31401542	[REDACTED]	Oct-16	7	4	Oct-16	191	94	50%	CLOSED
31401543	[REDACTED]	Feb-17	1	1	Feb-17	2,103	2,102	100%	Not received. To include in April 2017 report.
31401544	[REDACTED]	Dec-17	3	3	Dec-17	6,183	6,183	100%	Not received. To include in April 2017 report.
31401545	[REDACTED]	Feb-17	1	1	Feb-17	236	216	92%	Not received. To include in April 2017 report.
Subtotal Other Development Firms			81	67		77,984	28,678	37%	
<b>TOTAL</b>			<b>1,041</b>	<b>342</b>		<b>302,387</b>	<b>99,577</b>	<b>33%</b>	

**The Line DC - Construction Jobs and Hours**

Updated

10/18/2016

**Subcontractors with First Source Agreements (> \$100,000)**

Contract No.	Vendor	Agreement Date	FS Monthly Report Source			Total			Total DC			FS MHI Report Source						
			Total Hires	Total DC Hires	%	Total Transfers	Total DC Transfers	%	Total Employees	Total DC Employees	%	Total Hours	DC Hours	DC Hours as a %				
21-4161P02																		
21-4161S01		Dec-14	May-15	0	0	0%	13	2	15%	13	2	15%		0	0	0%		
21-4161S02		Jan-15	Jan-15	0	0	0%	4	0	0%	4	0	0%		0	0	0%		
21-4161S06		Jan-15	Apr-16	0	0	0%	17	0	0%	17	0	0%		0	0	0%		
21-4161S07		Dec-14	Sep-16	7	7	100%	50	18	36%	57	25	44%	Jun-16	18,994	7,256	38%		
21-4161S12		1/20/2015	Sep-16	4	7	175%	11	0	0%	15	7	47%	Sep-16	1,770	1,004	57%		
21-4161S13		1/12/2015	Sep-16	0	0	0%	8	0	0%	8	0	0%	Sep-16	604	0	0%		
21-4161S15		1/20/2015	Sep-16	1	1	14%	61	12	20%	68	13	19%	Sep-16	4,163	1,119	27%		
21-4161S17		1/22/2015	Sep-16	7	7	100%	5	2	40%	12	9	75%	Sep-16	557	284	51%		
21-4161S18			Aug-16	0	0	0%	3	2	67%	3	2	67%	Aug-16	176	104	59%		
21-4161S20		5/18/2015	Aug-16	0	0	0%	11	4	36%	11	4	36%		0	0	0%		
21-4161S22		1/31/2015	Sep-16	0	0	0%	20	8	40%	20	8	40%	Sep-16	2,994	1,419	47%		
21-4161S25		2/25/2015	Sep-16	0	0	0%	6	0	0%	6	0	0%	Sep-16	658	0	0%		
21-4161S30		9/17/2015		0	0	0%	0	0	0%	0	0	0%		0	0	0%		
21-4161S33		4/4/2016		0	0	0%	0	0	0%	0	0	0%		0	0	0%		
21-4161S34		6/9/2016	16-Aug	0	0	0%	13	0	0%	13	0	0%	Sep-16	2,985	388	13%		
<b>Subtotal First Source Agreement Subcontractors</b>				<b>35</b>	<b>27</b>	<b>77%</b>	<b>471</b>	<b>59</b>	<b>13%</b>	<b>247</b>	<b>70</b>	<b>28%</b>		<b>32,823</b>	<b>11,604</b>	<b>35%</b>		
<b>Subcontractors without First Source Agreements (&lt; \$100,000)</b>																		
21-4161S32					0%			0%	63	60	95%	16-Sep	1,521	1,372	90%			
<b>Subtotal Other Subcontractors</b>				<b>0</b>	<b>0</b>	<b>0%</b>	<b>0</b>	<b>0</b>	<b>0%</b>	<b>63</b>	<b>60</b>	<b>95%</b>		<b>1,521</b>	<b>1,372</b>	<b>90%</b>		
<b>Other development firms</b>																		
			Sep-16						3	3	100%	Sep-16	1,042	1,042	100%			
			Sep-16						9	7	78%	Sep-16	15,851	13,800	87%			
			Sep-16						15	9	60%	Sep-16	11,000	10,062	91%			
			Sep-16	1	0	0%	40	11	28%	41	11	27%	Sep-16	11,647	4,443	38%		
<b>Subtotal Other Development Firms</b>				<b>1</b>	<b>0</b>	<b>0%</b>	<b>40</b>	<b>11</b>	<b>28%</b>	<b>68</b>	<b>30</b>	<b>44%</b>		<b>39,543</b>	<b>29,349</b>	<b>74%</b>		
<b>TOTAL</b>				<b>36</b>	<b>27</b>	<b>75%</b>	<b>511</b>	<b>70</b>	<b>14%</b>	<b>315</b>	<b>100</b>	<b>32%</b>		<b>73,886</b>	<b>32,324</b>	<b>44%</b>		

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Department of Employment Services

VINCENT C. GRAY  
MAYOR



LISA M. MALLORY  
DIRECTOR

August 14, 2012

[REDACTED]  
Advisor

[REDACTED]  
1780 Columbia Road, NW  
Washington, DC 20010

Dear [REDACTED]:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and the [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](http://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 large, irregular black redaction covers the signature area.

Acting Deputy Director  
Employment Programs and Monitoring

Enclosure

★ ★ ★

Government of the District of Columbia  
FIRST SOURCE EMPLOYMENT AGREEMENT

★ ★ ★

Contract Number: Tax Abatement

Employer Name: [REDACTED]

Project Contract Amount: \$53 Million

Employer Contract Award: \$46 Million (20 year tax abatement)

Project Name: [REDACTED]

Project Address: 1380 Monroe Street NW #543-20010 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.

- 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](http://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: LSDBR447&C32013

**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 17 day of July, 2012

  
Signature Dept. of Employment Services

  
Signature of Employer

  
Name of Company

1380 Monroe Street NW #543

Address

202.469.5144

Telephone

  
E-mail

**EMPLOYMENT PLAN**

NAME OF EMPLOYER: [REDACTED]  
 ADDRESS OF EMPLOYER: 1780 Columbia Road NW, Washington DC -20009  
 TELEPHONE NUMBER: 2024695144 FEDERAL IDENTIFICATION NO.: [REDACTED]  
 CONTACT PERSON: [REDACTED] TITLE: Advisor  
 E-MAIL: [REDACTED] TYPE OF BUSINESS: Real Estate Development

DISTRICT CONTRACTING AGENCY: Deputy Mayor for Planning and Economic Development  
 CONTRACTING OFFICER: [REDACTED] TELEPHONE NUMBER: 202.724.7535  
 TYPE OF PROJECT: [REDACTED] CONTRACT AMOUNT: \$46 Million - 20 year tax abatement  
 EMPLOYER CONTRACT AMOUNT: \$46 Million - 20 year tax abatement  
 PROJECT START DATE: Fall 2012 PROJECT END DATE: Fall 2014  
 EMPLOYER START DATE: Fall 2012 EMPLOYER END DATE: Fall 2014

**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	none				
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"/>	
[REDACTED]	<input type="checkbox"/>	
[REDACTED]	<input type="checkbox"/>	
[REDACTED]	<input type="checkbox"/>	
[REDACTED]	<input type="checkbox"/>	
[REDACTED]	<input type="checkbox"/>	
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[REDACTED]	<input type="checkbox"/>	
[REDACTED]	<input type="checkbox"/>	
[REDACTED]	<input type="checkbox"/>	
[REDACTED]	<input type="checkbox"/>	
[REDACTED]	<input type="checkbox"/>	
[REDACTED]	<input type="checkbox"/>	

**JUSTIFICATION SHEET:** Please provide a detailed explanation of why the Employer will not have any new hires on the Project.

**Adriana M. [REDACTED]** (the Developer) is a District of Columbia Certified Business Enterprise that will develop a new boutique hotel at the site of the current [REDACTED]. To assist in the development of the hotel, the District of Columbia government passed legislation that would provide the Developer with a 20 year abatement of real estate taxes valued at \$46 Million. The legislation requires the Developer to comply with the District's first source requirements.

The Developer's role in this project is to provide ongoing management and oversight of the project, facilitate project financing, submit and gain zoning and entitlement approvals, hire and monitor the project's general contractor, and prepare and provide reports to the District of Columbia government as required by the **Adriana M. [REDACTED]** Tax Abatement legislation. All of the functions described above are non-construction functions and the majority of these functions will be performed prior to the start of construction and will be performed by the Developer's existing personnel and consultants. As a result no new hires or apprenticeship opportunities will be created directly by the developer.

The general contractor and sub-contractors (yet to be hired) will enter into separate First Source agreements with the Department of Employment Services (DOES). The Developer will review, approve, and monitor the general contractor's First Source agreement to ensure compliance with DC Law and the requirements of the **Adriana M. [REDACTED]** tax abatement legislation.

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

**Department of Employment Services**

**MURIEL BOWSER**  
MAYOR

★ ★ ★  
[REDACTED]  
[REDACTED]

**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](http://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,

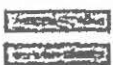
[REDACTED]  
Associate Director  
First Source Program

Enclosure

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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: \$310,000.00

Project Name: [REDACTED]

Project Address: 1780 Columbia Road, NW Washington, DC Ward: \_\_\_\_\_

Nonprofit Organization with 50 Employees or Less:  Yes  No

RECEIVED  
APR 15 2015  
BY:

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](http://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.

**EMPLOYMENT PLAN**

NAME OF EMPLOYER: \_\_\_\_\_  
 ADDRESS OF EMPLOYER: P. O. Box 41 / 11012 Red Lion Road, White Marsh, MD 21162  
 TELEPHONE NUMBER: 410 335-0381 FEDERAL IDENTIFICATION NO.: \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_ TITLE: Corp. Sec./Controller  
 E-MAIL: \_\_\_\_\_ TYPE OF BUSINESS: Demolition Subcontractor

DISTRICT CONTRACTING AGENCY: Deputy Mayor for Planning & Economic Development  
 CONTRACTING OFFICER: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_  
 TYPE OF PROJECT: \_\_\_\_\_ CONTRACT AMOUNT: \$51,317,908  
 EMPLOYER CONTRACT AMOUNT: \$310,000.00  
 PROJECT START DATE: \_\_\_\_\_ PROJECT END DATE: \_\_\_\_\_  
 EMPLOYER START DATE: 3/23/15 EMPLOYER END DATE: 7/30/2015

**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	N/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
Please see attached list of all current employees who MAY work on this project.	<input type="checkbox"/>	
(None are DC residents.)	<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.

Interior Specialists, Inc. will be working as a demolition subcontractor on the project and will utilize our current workforce to complete our work, therefore, no new positions or apprenticeships will be created by this project.

Please also note that our company is based out of White Marsh, Maryland and is not within the Washington Standard Metropolitan Statistical Area.

[REDACTED]

[REDACTED]

[REDACTED]

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Department of Employment Services

MURIEL BOWSER  
MAYOR



DEBORAH A. CARROLL  
DIRECTOR

August 23, 2016

[Redacted]  
Project Manager

[Redacted]  
929 West Adams Street  
Chicago, IL 60607

Dear Mr. Hogan:

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](http://www.dcnetworks.org). Please contact [Redacted] to receive assistance with identifying qualified District residents for placement.

First Source reports are due by the 10<sup>th</sup> of each the month, reporting data of the prior month. Company representatives responsible for completing the First Source Contract Compliance reports shall contact [Redacted], [Redacted], 202-698-3529 within 2 days of receipt of executed Agreement for a user name and password to access the First Source Employer Portal for electronic submission of reports.

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

Sincerely,

[Redacted Signature]  
Supervisor  
First Source Program

Enclosure

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██████  
██████

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

\*\*\*  
██████  
██████

Contract Number: Tax Abatement - ██████████

Employer Name: ██

Project Contract Amount: \_\_\_\_\_

Employer Contract Award: \$2,292,650.00

Project Name: ██

Project Address: 1380 Monroe Street #543 NW 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**

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- 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](http://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:
    - n. 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: LSDBE0000000000

**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: 91367

**XI. SUBCONTRACTOR**

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

If yes, name of prime contractor: [REDACTED]

Dated this 22 day of AUGUST 2016

[REDACTED]  
Signature Dept. of Employment Services

[REDACTED]  
Signature of Employer

[REDACTED]

Name of Company

2250 Minnesota Ave SE Washington DC 20020

Address

202-562-0027

Telephone

[REDACTED]

E-mail

**EMPLOYMENT PLAN**

NAME OF EMPLOYER: [REDACTED]  
 ADDRESS OF EMPLOYER: 2260 Minnesota Ave SE Washington DC 20020  
 TELEPHONE NUMBER: 202-562-0027 FEDERAL IDENTIFICATION NO.: [REDACTED]  
 CONTACT PERSON: [REDACTED] TITLE: Payroll Manager  
 E-MAIL: [REDACTED] TYPE OF BUSINESS: Construction

DISTRICT CONTRACTING AGENCY: Deputy Mayor for Planning and Economic Development  
 CONTRACTING OFFICER: [REDACTED] TELEPHONE NUMBER: 202-724-7535  
 TYPE OF PROJECT: \_\_\_\_\_ CONTRACT AMOUNT: \_\_\_\_\_  
 EMPLOYER CONTRACT AMOUNT: \$2,292,650.00  
 PROJECT START DATE: \_\_\_\_\_ PROJECT END DATE: \_\_\_\_\_  
 EMPLOYER START DATE: August 2016 EMPLOYER END DATE: April 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 F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
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
Please see attached list	<input type="checkbox"/>	
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FIRSTNAME	LASTNAME	SSN	DOB	ADDRESS_LINE1	ADDRESS_LINE2	DC_QUADRANT	CITY	STATE	POSTALCODE	HIRE_DATE
[REDACTED]	[REDACTED]	[REDACTED]	08/31/1960	3639 Malibu Circle	T-11		Falls Church	VA	22041	05/22/2014
[REDACTED]	[REDACTED]	[REDACTED]	12/01/1966	2302 11th Street	Apt 301		Arlington	VA	22201	01/19/2010
[REDACTED]	[REDACTED]	[REDACTED]	02/23/1977	7905 Flamingo Dr.			Alexandria	VA	22306	12/21/2015
[REDACTED]	[REDACTED]	[REDACTED]	08/03/1988	1953 19th Place, SE	Apt 101		Washington	DC	20020	05/15/2014
[REDACTED]	[REDACTED]	[REDACTED]	07/29/1960	239 57th Place NE			Washington	DC	20019	00/29/2010
[REDACTED]	[REDACTED]	[REDACTED]	02/22/1985	5342 B Street SE			Washington	DC	20019	00/22/2010
[REDACTED]	[REDACTED]	[REDACTED]	08/10/1990	28 G Street NW			Washington	DC	20001	00/17/2013
[REDACTED]	[REDACTED]	[REDACTED]	12/31/1970	5627 Kirkland Dr.			Frederick	MD	21703	7/9/2010
[REDACTED]	[REDACTED]	[REDACTED]	04/07/1972	19355 Circle Gate Drive.	Apt 102		Germantown	MD	20874	07/23/2007
[REDACTED]	[REDACTED]	[REDACTED]	07/20/1998	1420 Perry Place NW			Washington	DC	20018	11/15/2014
[REDACTED]	[REDACTED]	[REDACTED]	4/28/1979	1015 15th Street, SE			Washington	DC	20003	03/01/2009
[REDACTED]	[REDACTED]	[REDACTED]	07/10/1987	3932 Sonora Place			Alexandria	VA	22309	01/29/2007
[REDACTED]	[REDACTED]	[REDACTED]	01/23/1982	3717 Rolling Hills Ave	Apt 04		Alexandria	VA	22309	06/08/2005
[REDACTED]	[REDACTED]	[REDACTED]	12/29/1972	057 21st Street NE	Apt # 6		Washington	DC	20002	10/03/2011
[REDACTED]	[REDACTED]	[REDACTED]	2/5/1979	4322 4th Street North	Apt # 4		Arlington	VA	22203	2/9/2007
[REDACTED]	[REDACTED]	[REDACTED]	01/13/1974	3912 Hamson ST., NW			Washington	DC	20019	1/22/2007
[REDACTED]	[REDACTED]	[REDACTED]	01/21/1978	1734 Gates Street			Alexandria	VA	22303	5/22/2006
[REDACTED]	[REDACTED]	[REDACTED]	0-00-1967	7149 Wedmore Court			Hanover	MD	21076	4-02-2007
[REDACTED]	[REDACTED]	[REDACTED]	4/4/1964	70 Farragut Pl NW			Washington	DC	20011	02/1/2010
[REDACTED]	[REDACTED]	[REDACTED]	02/01/1971	5421 Taylor Street			Blandensburg	MD	20710	6/21/2010
[REDACTED]	[REDACTED]	[REDACTED]	01/01/1958	8305 32th Ave			Silver Spring	MD	20903	03/01/2016
[REDACTED]	[REDACTED]	[REDACTED]	4/13/1989	6423 Lincoln Rd.			Alexandria	VA	22312	6/13/2016
[REDACTED]	[REDACTED]	[REDACTED]	11/27/1970	6423 Lincoln Rd.			Alexandria	VA	22312	6/13/2016
[REDACTED]	[REDACTED]	[REDACTED]	12/10/1994	3210 Wisconsin Ave NW	Apt 109		Washington	DC	20016	02/2/2015
[REDACTED]	[REDACTED]	[REDACTED]	1/27/1989	13115 Estelle Road			Silver Spring	MD	20906	5/21/2014
[REDACTED]	[REDACTED]	[REDACTED]	2/8/1979	3634 Edison Street	Apt # 201		Alexandria	VA	22305	5/18/2016
[REDACTED]	[REDACTED]	[REDACTED]	11/23/1982	5504 7th St. NW	Apt 22		Washington	DC	20011	5/9/2010
[REDACTED]	[REDACTED]	[REDACTED]	12/13/1953	4800 Redfox Rd.			Rockville	MD	20852	2/2/2018
[REDACTED]	[REDACTED]	[REDACTED]	01/10/1988	1420 Perry Place NW			Washington	DC	20010	1/20/2014
[REDACTED]	[REDACTED]	[REDACTED]	4/9/1972	1330 7th Street NW			Washington	DC	20011	01/4/2016
[REDACTED]	[REDACTED]	[REDACTED]	9/24/1985	416 Girard Street	Apt # 102		Gaithersburg	MD	20877	01/5/2015
[REDACTED]	[REDACTED]	[REDACTED]	10/4/1987	19515 Frederick Road			Germantown	MD	20076	6/15/2015
[REDACTED]	[REDACTED]	[REDACTED]	1/30/1980	1420 Perry Place, NW			Washington	DC	20010	3/25/2013
[REDACTED]	[REDACTED]	[REDACTED]	4/3/1980	7223 Millcrest Terrace			Derwood	MD	20855	2/2/2018
[REDACTED]	[REDACTED]	[REDACTED]	2/15/1986	754 Morton St., NW			Washington	DC	20010	3/7/2007
[REDACTED]	[REDACTED]	[REDACTED]	11/8/1990	1515 Ogden Street NW	Apt 401		Washington	DC	20010	4/23/2010
[REDACTED]	[REDACTED]	[REDACTED]	9/13/1983	1273 16th Street, NE.	Apt # 2		Washington	DC	20002	07/24/2013
[REDACTED]	[REDACTED]	[REDACTED]	10/8/1983	8649 Adhienne Pl			Manassas	VA	20110	5/19/2014
[REDACTED]	[REDACTED]	[REDACTED]	4/27/1970	4315 3rd Street SE			Washington	DC	20032	8/13/2018
[REDACTED]	[REDACTED]	[REDACTED]	11/11/1988	721 Randolph Street NE	Apt # 1		Washington	DC	20017	3/7/2018
[REDACTED]	[REDACTED]	[REDACTED]	01/4/1975	5818 Maryhurst Drive			Hyattsville	MD	20782	11/21/2011
[REDACTED]	[REDACTED]	[REDACTED]	01/11/1971	3304 18th Street NE			Washington	DC	20018	6/21/2010
[REDACTED]	[REDACTED]	[REDACTED]	3/01/1985	1515 Ogden Street NW	Apt # 401		Washington	DC	20010	4/25/2010
[REDACTED]	[REDACTED]	[REDACTED]	01/4/1981	5407 9th St., NW	Apt # 309		Washington	DC	20011	12/21/2009
[REDACTED]	[REDACTED]	[REDACTED]	9/21/1980	1515 Ogden Street NW	Apt 404		Washington	DC	20010	02/4/2010
[REDACTED]	[REDACTED]	[REDACTED]	3/14/1981	1515 Ogden Street NW	Apt # 401		Washington	DC	20010	4/23/2016
[REDACTED]	[REDACTED]	[REDACTED]	4/22/1989	5204 Mineola Road			College Park	MD	20740	03/2008
[REDACTED]	[REDACTED]	[REDACTED]	01/27/1998	3210 Wisconsin Ave NW	Apt 109		Washington	DC	20016	6/9/2018
[REDACTED]	[REDACTED]	[REDACTED]	4/22/1984	1500 Spring Pl., NW			Washington	DC	20010	1/16/2015
[REDACTED]	[REDACTED]	[REDACTED]	3/6/1964	1416 Parkwood Place NW			Washington	DC	20010	6/18/2016



[REDACTED]  
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[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

11/19/1990 \* 821 Long Fellow St., NW  
4/24/1975 10803 Lombardy Rd  
0/25/1977 847 S. Greenbrier St. Apt # 67  
1/4/1982 5204 Mineola Road  
0/19/1983 1420 Perry Plaza NW  
1/3/1980 634 Morton Street NW  
12/1/1991 2923 Knox Place SE Apt 12

4 Washington DC  
Silver Spring MD  
Arlington VA  
College Park MD  
1 Washington DC  
1 Washington DC  
8 Washington DC

20010 5/2/2011  
20901 2/29/2010  
22204 1/1/2015  
20740 8/23/2008  
20010 9/10/2007  
20010 7/9/2014  
20020 8/20/2007