JUSTIFICATION SHEET: Please provide a detailed explanation of why the Employer will not have any new hires on the Project. Currently we have sufficient manpowers based upon our statement of work requirements. However if a Change Order requires "Additional Workforce" we will then interview and consider hiring District Employees based upon our First Source Employment Agreement.

## GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER MAYOR



DEBORAH A. CARROLL
ACTING DIRECTOR

April 9, 2015

Bill Hogan Project Manager Walsh Construction Company, LLC 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 Walsh Construction Company, LLC. 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: Adams Morgan Hotel. 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 <a href="https://www.dcnetworks.org">www.dcnetworks.org</a>. Please contact DeCarlo Washington 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 DeCarlo Washington 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,

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: Walsh Construction Company II	LLC
Project Contract Amount: \$51,317,908	
Employer Contract Award: \$51,317,908	MAR 2 0 2015
Project Name: Adams Morgan Hotel	BV:
Project Address: 1380 Monroe Street NW #543 - 2001	10 Ward: 1

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 Walsh Construction Company ILLC , 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 <a href="https://www.jobs.dc.gov">www.jobs.dc.gov</a> 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.
  - 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:

- 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
  - 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, Manasas, Manasas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loundon, 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.
- 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 mutually agree to modify this Agree	such other agent as DOES may designate, may ement.
K.	The EMPLOYER's noncompliance termination.	with the provisions of this Agreement may result in
IX.	LOCAL, SMALL, DISADVANTA	AGES USINESS ENTERPRISE
Α.	Is your firm a certified Local, Sn	nall, Disadvantaged Business Enterprise (LSDBE)?
	If yes, certification number:	
X.	APPRENTICESHIP PROGRAM	I
A.	Do you have a registered Appro	enticeship program with the D.C. Apprenticeship
	If yes, D.C. Apprenticeship Counci	Registration Number:
XI.	SUBCONTRACTOR	
Α.	Is your firm a subcontractor on this If yes, name of prime contractor:	
Dated this 3	0day of March	20_15
Day	D.11 1	Allot -
Signature De	pt. of Employment Services	Signature of Employer
		Walsh Construction Company II LLC
		Name of Company
		929 West Adams Street Chicago, IL 60607
		Address
		301-347-4680
		Telephone
		whogan@walshgroup.com
		E-mail

# EMPLOYMENT PLAN

NAME OF EMPLOYER: Walsh Construction Company II LLC
ADDRESS OF EMPLOYER: 929 West Adams Street Chicago IL 60607
TELEPHONE NUMBER: 301-347-4680 FEDERAL IDENTIFICATION NO.:
CONTACT PERSON: Bill Hogan TITLE: Project Manager
E-MAIL: whogan@walshgroup.com TYPE OF BUSINESS: Construction (GC)
DISTRICT CONTRACTING AGENCY: Private Sector - Adams Morgan Hotel Owner LLC
DISTRICT CONTRACTING AGENCY: Private Sector - Adams Morgan Hotel Owner LLC CONTRACTING OFFICER: Neil Albert  TELEPHONE NUMBER: 202-469-5144
CONTRACTING OFFICER: Neil Albert TELEPHONE NUMBER: 202-469-5144
CONTRACTING OFFICER: Neil Albert TELEPHONE NUMBER: 202-469-5144  TYPE OF PROJECT: CONSTRUCTION CONTRACT AMOUNT: \$51,317,908
CONTRACTING OFFICER: Neil Albert TELEPHONE NUMBER: 202-469-5144

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.

JO	B TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A	N/A			See Justification Sheet	
В					
С					
D					
Е					
F					1000
G					
Н					
I					
J					
K					

<u>CURRENT EMPLOYEES</u>: 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
N/A - See Justification Sheet		

have any new hires on the Project. Walsh Construction Company II LLC is the general contractor for project. There are no current plans for new hires as Walsh intends to subcontract out all work. Walsh further intends to utilize transfers to manage project. However, Walsh Construction Company II LLC is committed to ensuring our primes and subcontractors who are subject to the First Source agreement comply with First Source hiring requirements.

JUSTIFICATION SHEET: Please provide a detailed explanation of why the Employer will not

## GOVERNMENT OF THE DISTRICT OF COLUMBIA

# Department of Employment Services

MURIEL BOWSER MAYOR



DEBORAH A. CARROLL DIRECTOR

October 1, 2015

Bill Hogan Project Manager Walsh Construction Company, LLC 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 The Phoenix Restoration Group, Inc. 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: Adams Morgan Hotel. 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 <a href="https://www.dcnetworks.org">www.dcnetworks.org</a>. Please contact DeCarlo Washington 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 DeCarlo Washington 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,

Drew Hubbard Associate Director First Source Program

Enclosure



# Government of the District of Columbia FIRST SOURCE EMPLOYMENT AGREEMENT



Contract Number:	
Employer Name: The Phoenix Restoration Group, Inc.	
Project Contract Amount: \$51,317,908	DECEIVE
Employer Contract Award: \$220,000.00	SEP 2 8 2015
Project Name: Adams Morgan Hotal	BY: Orgicu
Project Address: 1780 Columbia Road NW, Washington DC 20009 Ward:	1

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 The Phoenix Restoration Group, Inc.

The Employer Number of 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

- 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:
  - 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:

- 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
- 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
  - 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, Manasas, Manasas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loundon, 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.
- 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 USINESS ENTERPRISE
Α.	Is your firm a certified Local, Small. Disadvantaged Business Enterprise (LSDBE)?
	If yes, certification number: Pending
x.	APPRENTICESHIP PROGRAM
Α.	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
Α.	Is your firm a subcontractor on this project? YES NO If yes, name of prime contractor: Walsh Construction Company If LLC
Dated this 10	September 2015
Signature Dep	t. of Employment Services  Allin K Dnot Edwards Signature of Employer
	The Phoenix Restoration Group, Inc.
	Name of Company
	3150 Bladensburg Road NE. DC 20018
	Address 202 626 1001
	202-636-1091 Telephone
	adrienne@phoenixgrp-dc.com
	E-mail

# **EMPLOYMENT PLAN**

NAME OF EMPLOYER: The Phoenix Restoration Group, Inc.
ADDRESS OF EMPLOYER: 3150 Bladensburg Road NE, Washington DC 20018
TELEPHONE NUMBER: 202-636-1091 FEDERAL IDENTIFICATION NO.: 47-3826459
CONTACT PERSON: Adrienne V Smoot Edwards TITLE: President/CEO
E-MAIL: adrienne@phoenixgrp-dc.com TYPE OF BUSINESS: Restoration/Paint
Deputy Mayor for Planning and Economic Development
DISTRICT CONTRACTING AGENCY: Deputy Mayor for Planning and Economic Development
CONTRACTING OFFICER: Senthil Sankaran TELEPHONE NUMBER: 202.724.7535
TYPE OF PROJECT: Hotel Development CONTRACT AMOUNT: 51,317,908
EMPLOYER CONTRACT AMOUNT: \$220,000.00
PROJECT START DATE: March 2015 PROJECT END DATE: December 2016
EMPLOYER START DATE: August 2015 EMPLOYER END DATE: August 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.

B TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
None				
		97.5476		
		F/T P/T	F/T P/T RANGE	F/T P/T RANGE NAME LOCAL#

<u>CURRENT EMPLOYEES</u>: 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	WARD
See Attached		
The second secon		
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# Phoenix Restoration Group, Inc Employee Contact List

Employee	DC Ward	Last 4 Social
Adrienne V Smoot		5147
Alexandra Paolucci		6170
Amperila D Wiley		2947
Andre D Wood	8	5810
Badise Nolte		4682
Carlos R Velasco Casco		3726
Cella Smoot	7	9360
Cervando Molina Gonzalez		3623
Chung Ki Min		7847
Clarence N Harper		4923
Eduardo Castro		0704
Enkhmandal Yunden		5971
Han J Bae		3660
lan A Richardson		2309
Jae Yong Ha		4250
James A Beasley		4053
Joong Seo Ha		3634
Jose Maria Guardado		0315
Leon Jackson		9466
Raul Velasco		0682
Reginald K Robinson		3012
Rhonda F Richardson		6154
Rolland M Tagyen		6174
Serwa Agyeman		2772
Shonnese Y Hayes	8	4072
Thomas G King		2589
Trifon Andia		7594

JUSTIFICATION SHEET: Please provide a detailed explanation of why the Employer will not have any new hires on the Project.  Current workflow does not warrant hiring of new employees for this project.		

### GOVERNMENT OF THE DISTRICT OF COLUMBIA

# Department of Employment Services

MURIEL BOWSER MAYOR



DEBORAH A. CARROLL DIRECTOR

June 8, 2015

Bill Hogan Project Manager Walsh Construction Company, LLC 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 Power Design, Inc. 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: Adams Morgan Hotel. 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 <a href="https://www.dcnetworks.org">www.dcnetworks.org</a>. Please contact DeCarlo Washington 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 DeCarlo Washington 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,

Drew Hubbard
Associate Director
First Source Program

Enclosure



# Government of the District of Columbia FIRST SOURCE EMPLOYMENT AGREEMENT



	Contract Number:
	Employer Name: Power Design Inc
	Project Contract Amount: \$53,000,000
	Employer Contract Award: \$4,450,000
	Project Name: Adams Morgan Historic Hotel
	Project Address: 1380 Menroe Street NW #543, Washington DC, 20010 Ward: 1
	Nonprofit Organization with 50 Employees or Less:   Yes  No
r	st 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 Power Design Inc 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 DOFS 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 <a href="https://www.jobs.dc.gov">www.jobs.dc.gov</a> 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.
- 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 transferce shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:
  - Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.
  - 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:

- 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
- 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
  - 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, Manasas, Manasas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loundon, 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.

- 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.
- 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 USINESS ENTERPRISE
Α	Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)?  YES NO
	If yes, certification number:
х.	APPRENTICESHIP PROGRAM
Α.	Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council? YES NO
	If yes, D.C. Apprenticeship Council Registration Number: 91954
XI.	SUBCONTRACTOR
Α.	Is your firm a subcontractor on this project?  YES NO  If yes, name of prime contractor: Walsh Construction Company II
Dated this	31x+h day of Tune 20 15)
) www Signature De	ot. of Employment Services Signature of Employer
	Name of Company
	Address North
	727-210-0492 Telephone
	E-mail

# **EMPLOYMENT PLAN**

NAME OF EMPLOYER: Power Design Inc
ADDRESS OF EMPLOYER: 11600 Ninth Street N, St. Petersburg, FL 33716
TELEPHONE NUMBER: 727.210.0492 FEDERAL IDENTIFICATION NO.: 80-0795471
CONTACT PERSON: Danielle Doucet TITLE: HR Data Administrator
-MAIL: ddoucet@powerdesigninc.us TYPE OF BUSINESS: Electrical Contractor
DISTRICT CONTRACTING AGENCY: Deputy Mayor for Planning and Economic Development
DISTRICT CONTRACTING AGENCY: Deputy Mayor for Planning and Economic Development CONTRACTING OFFICER: Senthil Sankaran TELEPHONE NUMBER: 202.724.7535
CONTRACTING OFFICER: Senthil Sankaran TELEPHONE NUMBER: 202.724.7535
CONTRACTING OFFICER: Senthil Sankaran TELEPHONE NUMBER: 202.724.7535 TYPE OF PROJECT: Hotel Development CONTRACT AMOUNT: \$53,000,000
CONTRACTING OFFICER: Senthil Sankaran TELEPHONE NUMBER: 202.724.7535

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			Please see justification sheet	
В				
С				
D				
E				
F				
G				
11				
j				
К				

<u>CURRENT EMPLOYEES</u>: 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 employee list		
		**

LASTNAME	FIRSTNAME	ADDRESS_LINE1	CITY	STATE	POSTAI	LC HIRE_DATE
Abrams	Michael	54 Flaxton Court	Windsor Mill	MD	21244	1/23/2012
Adams	James	9863 Sage Aspen	Houston	TX	77089	5/14/2013
Aguilar	Jorge	1447 Hitchin Lane	Channelview	TX	77530	2/17/2014
Alcantar-Guerrero	Manuel	6600 Elm Creek Drive	Austin	TX	78744	1/20/2014
Alfonso	Roberto	2745 SW 10th Terrace	Miami	FL	33135	8/5/2013
Allison	Michael	255 NW 152nd Avenue	Pembroke Pines	FL	33028	4/1/2013
Ally	Robert	2044 Broken Arrow Trail	Lakeland	FL	33813	9/7/2012
Anguiano	Rafael	2320 NE 44th Street	Ocala	FL	34479	3/18/2013
Arnett	Bryan	3752 Top Rock Lane	Round Rock	TX	78681	1/29/2014
Banguera	Miller	4668 Cason Cove Drive	Orlando	FL	32811	7/23/2012
Barahona	Henry	9885 NW 123 Terrace	Hialeah Gardens	FL	33018	2/24/2014
Barrios	Juan	17450 NW 87th Court	Miami	FL	33018	3/3/2014
arrios	Pedro	2783 W 68 Place	Hialeah	FL	33016	1/16/2014
Bass	Jared	515 Ridgeway Road	Jackson	GA	30233	7/26/2011
Bass	Jerry	890 Northwest 213th Terrace	North Miami	FL	33169	11/4/2013
Bass	Terris	1104 Forsyth Yatesville Road	Yatesville	GA	31097	5/18/2006
	Timothy	PO Box 22	Toney	AL	35773	3/18/2013
Bedevia	Humberto	12459 Andover Court	Woodbridge	VA	22192	8/14/2012
Bejerano	Agustin	7225 W 11 Court	Hialeah	FL	33014	3/5/2014
Benitez	Jorge	9250 SW 143 Court	Miami	FL	33186	2/26/2014
Berry	Joseph	301 Jennifer Court	Weatherford	TX	76086	11/22/2010
Bethinger	James	8 Biggs Drive	Front Royal	VA	22630	5/14/2007
Blakley	Neilson	11931 River Ridge Drive	Porter	TX	77365	8/16/2013
Boadu	Ernest	605 Primus Court	Frederick	MD	21703	7/18/2005
Bone	William	14400 Vandever Street	Austin	TX	78725	1/6/2014
Booth	Richard	2900 West Hampden	Sheridan	co	80110	8/29/2013
Boyd	Oliver	17076 46th Court North	Loxahatchee		33470	12/16/2013
Brosie	Kenneth	914 Saginaw Bay Court	Spring	TX	77373	11/25/2013
Browning	Virgil	3919 Sandlewood Road	Pasadena	TX	77504	7/16/2012
Brunet	Roselio	249 Lake Arbor Dr	Palm Springs	FL	33461	7/10/2012
Buchman	Jeremy	7610 Citrus Blossom Drive	Land O Lakes	FL	34637	10/1/2012
Buechling	David	4450 Priestland Road	Union Bridge	MD	21791	6/3/2013
Burch	Heath	4214 Apache Court	Baytown	TX	77521	7/23/2012
Burns	Brian	1407 Bethesda Street	Apopka	FL	32703	2/3/2014
Butler	James	124 Militia Place	Odenton	MD	21113	9/24/2007
Calliotte	Raymond	3667 Masthead Trail	Triangle	VA	22172	9/20/2010
Campbell	Christopher	7221 Oliver Street	Lanham	MD	20706	10/21/2013
Canas	Will	1008 Fifth St	Laurel	MD	20707	6/27/2005
Cantrell	Kenneth	686 Lock Road	Deerfield Beach	FL	33442	9/23/2013
Carvajal	Russell	3203 Watercliff Court	Spring	TX	77388	12/13/2012
Castano	Rene	7849 NW 170 Ter	Hialeah	FL	33015	3/9/2009
Castillo	Eduardo	801 E 16th PI	Hialeah		33010	1/27/2014
Chamberlain	David	17808 Virginia Avenue	Hagerstown	MD	21740	4/12/2013
Chandler	Herbert	19800 Rhea See Drive	Lutz	FL FL	33548	7/16/2013
Chau	Sina	14323 Southgate Ct	Woodbridge	VA	22193	5/3/2010

Chavez	Carlos	1722 Keokee Street	Hyattsville	MD	20783	5/16/2013
Cheek	Joel	134 East Catawba	Mount Holly	NC	28120	10/29/2012
Clark	Dustin	1211 Ross Drive	Vienna	VA	22180	11/25/2013
Cline	James	7590 South Duquesne Court	Aurora	со	80016	9/18/2012
Coard	Richard	1350 NE 205 Terrace	Mlami	FL	33179	1/29/2014
Cochrane	Norman	1604 NW 12 Street	Fort Lauderdale	FL	33311	1/30/2012
Coffey	Richie	26 Ferguson Drive	Stafford	VA	22554	5/28/2013
Corales	Guillermo	559 Crestwood St SW	Leesburg	VA	20175	9/24/2007
Cribbs	Brian	409 Mahogany Dr	Seffner	FL	33584	7/2/2007
Criswell	Charlie	354 Los Santos	Garland	TX	75043	11/26/2012
Cross	George	6021 Navajo Way	Orlando	FL	32807	3/12/2012
Cruz	Calicxto	7500 Plum Creek	Houston	TX	77012	9/11/2013
Cruz Romero	Cristian	2547 North Farm Road	Ellicott City	MD	21042	5/9/2013
Daniel	Onesimus	20331 Cedarhurst Way	Germantown	MD	20876	8/30/2004
D'Antoni	Richard	8292 Cassia Terrace	Tamarac	FL	33321	7/18/2011
Davis	Christopher	113 Water Run Street	Taneytown	MD	21787	2/24/2014
Davis	Jarred	7910 Meandering Oak Lane	Cypress	TX	77433	7/23/2012
Davis	Reggie	3815 South Frasier Street	Aurora	со	80014	2/5/2013
Day	Domingo	2700 Grennock Drive	Austin	TX	78745	12/3/2012
Deshazor	Robert	9404 Treetop Lane	Richmond	VA	23229	3/6/2006
Diaz	Miguel	17700 SW 118 Place	Miami	FL	33177	10/23/2006
Dixon	Timothy	4212 Ethan Thomas Drive	Clinton	MD	20735	3/12/2012
Duarte-Vasquez	Daniel	5756 Village Green Drive	Alexandria	VA	22309	1/20/2014
Duffey	Theresa	16221 Oxbow Trail	Buda	TX	78610	12/23/2013
Elton	Terry	16 Opossum Hollow Road	Gordonsville	TN	38563	10/30/2006
Escobedo	Jonathan	9101 La Cresada	Austin	TX	78749	3/3/2014
Evans	Aston	2113 Connecticut Ave	Hyattsville	MD	20785	9/13/2010
Ewen	Michael	231 SW Glenwood Drive	Port Saint Lucie	FL	34984	6/25/2012
Feliciano	Isaiah	412 East Franklin Avenue	Silver Spring	MD	20901	9/11/2013
Fellows	David	12510 SW 5 Street	Davie	FL	33325	6/25/2012
Ferrill	Matthew	11911 Meridian Point Drive	Tampa	FL	33626	2/24/2014
Figueroa	Gean	995 NE 17 Avenue	Homestead	FL	33033	2/3/2014
Fillgrove	Gary	5951 Temple Road	Nashville	TN	37221	7/15/2013
Fisher	Daniel	1420 NE 173 Street	North Miami Beach	FL	33162	9/17/2012
Fiske	Willon	9101 Fontaine Street	Federal Heights	co	80260	3/7/2013
Fontaine	Michael	4642 Oakland St	Philadelphia	PA	19124	9/13/2010
Foster	Nathanael	12109 Stretford Forest Court	Bristow	VA	20136	7/23/2007
Francis	Colin	651 SW 31st Avenue	Fort Lauderdale	FL	33312	1/7/2013
Franzen	John	4342 Deephaven Court	Denver	со	80239	6/25/2013
Funke	David	135 19th Street Southeast	Largo	FL	33771	1/22/2014
Garcia	Alejandro	17154 SW 139 Place	Miami	FL	33177	10/30/2013
Garcia	Carlos	3274 NW 100th Street	Miami	FL	33147	5/28/2013
Garcia	David	9502 Saddlebrook Drive	Boca Raton	FL	33496	4/7/1997
Garcia	Oscar	13781 SW 9 Terrace	Miami	FL	33184	1/22/2014
Garn	Brian	224 Amberwood Trail	Kingston	GA	30145	3/18/2013
Gee	Charles	2200 8th Avenue North	Saint Petersburg	FL	33713	7/29/2013

Gerardo	Michel	15445 SW 80th Street	Miami	FL.	33193	9/4/2013
Serolimos	Nick	91 Thornberry Drive	Martinsburg	wv	25403	11/9/2013
Godfrey	Jerome	6401 Seminole Blvd	Seminole	FL	33772	2/17/2000
Somez	Jose	10007 Gail Road	Austin	TX	78748	9/5/2013
Somez	Ramon	18050 SW 136 Court	Miami	FL	33177	11/25/2013
Sonzalez	Andres	14243 SW 126 Place	Miami	FL	33186	8/21/2012
Sonzalez	Dayan	9367 Fontainebleau Blvd	Miami	FL	33172	1/29/2014
Gonzalez	John	21435 Slate Crossing Lane	Katy	TX	77449	10/31/2006
Sonzalez	Jose	6115 Amherst Ave	Springfield	VA	22150	3/14/2011
Goodner	Darryl	500 Catumet Drive	Pflugerville	TX	78660	5/29/2007
Gracida	Omar	3731 Pintan Lane	Houston	TX	77014	3/27/2013
Gray	Delvin	2701 Minnesota Ave SE	Washington	DC	20019	4/8/2013
Green	Allen	811 Janice	Spicewood	TX	78669	3/4/2013
Srimes	Brad	13449 Ansel Terr	Germantown	MD	20874	1/3/2005
Suard	Michael	300 Via Royale	Jupiter	FL	33458	10/14/2013
Guibovich	Erich	9212 Lewis Fall Way	Bristow	VA	20136	4/15/2013
łackett	John	5400 Lake Margaret Drive	Orlando	FL	32812	2/28/2012
lale	Charles	3630 Yellow Bird Court	Saint Cloud	FL	34772	9/25/2006
tali	Garry	2345 Indigo Drive	Clearwater	FL	33763	1/18/2013
Hamm	Thomas	13504 Forest Glen Road	Woodbridge	VA	22191	3/11/2013
-lamrell	David	39427 Comstock Ln	Zephyrhills	FL	33540	9/14/2005
Harris	Paul	1015 SE 25th Terrace	Cape Coral	FL	33904	7/9/2001
Harrison	John	10807 Manchester Road	Port Richey	FL	34668	6/28/2013
Hart	Tommie	1702 Redbud Court	Upper Marlboro	MD	20774	1/28/2013
Haynes	Mark	12425 Post Oak Road	Spotsylvania	VA	22551	10/29/2013
Head	Deborah	16 Opassum Hollow Dr	Gordonsville	TN	38563	10/30/2006
Hernandez	Walberto	8517 Chinaberry Dr	Tampa	FL	33637	12/16/2013
Heron	James	7160 Custer St	Hollywood	FL	33024	9/11/2006
Heron	Mike	12355 NW 26th Ct	Coral Springs	FL	33065	9/5/2006
Hicks	Michael	26812 River Watch Court	Leesburg	FL	34748	1/16/2012
Hindman	Jack	522 Borden Road	Bumpass	VA	23024	6/18/2013
Hoffman	John	14 Lindenwood Dr	Littleton	со	80120	7/30/2013
Hogan	Joseph	1491 West US 70	Garner	NC	27529	9/17/1998
Hogg	James	5636 Gulfstream Row	Columbia	MD	21044	6/15/2006
Holmes	Clint	9412 Woodpecker Road	Chesterfield	VA	23838	8/20/2012
Holmes	Craig	11839 Federalist Way	Fairfax	VA	22030	12/17/2012
Hoots	John	5609 Old US Highway 421	East Bend	NC	27018	8/12/2013
Horn	Michael	1221 Gay Street	Apopka	FL	32703	6/4/2013
Hughes	David	358 Foxcroft Drive East	Palm Harbor	FL	34683	11/18/2013
Hyder	Alan	184 Reese Wilson Road	Belmont	NC	28012	11/5/2012
lames	Gary	131 S.W. 9th AVE	Cape Coral	FL	33991	10/30/2000
Johnson	Eric	7215 Pheasant Grove Drive	Cypress	TX -	77433	4/3/2013
Joiner	Steven	2418 34th Street Southeast	Washington	DC	20020	11/4/2013
Jones	Brian	506 Crystal Lane	Strasburg	VA	22657	4/27/2011
Jones	Christopher	4035 Southshore Drive	Port Republic	MD	20676	6/25/2012
Kadolph	Thomas	10628 Clarke Farms Drive	Parker	co	80134	4/30/2012
Kampschnieder	Robert	22461 E Powers Place	Aurora	co	80015	9/3/2013

						100/10/07
(ettleman	Christopher	6514 Woodville Road	Mount Airy	MĐ	21771	10/16/2013
(ing	John	1216 Isley School Road	Burlington	NC	27217	4/29/2013
(irby	Chris	3509 Chestnut Avenue	Baltimore	MD	21211	4/17/2006
(line	Tyler	12128 Country Cove Ave	Hudson	FL	34669	3/13/2007
(ranke	Michael	13700 Edelen	Bryantown	MD	20617	8/20/2007
Curth	Terry	9465 W Wagon Trail Drive	Littleton	со	80123	12/20/2013
.adner	Jonathan	14060 Cable Bridge Road	Gulfport	MS	39503	11/15/2010
ainez .	Elio	610 5th Street	Laurel	MD	20707	11/13/2006
ancaster	Brock	1313 Robert Lewis Avenue	Upper Marlboro	MD	20774	4/12/2012
.aRue	David	344 Belvoir Drive	Davenport	FL	33837	4/23/2012
.awing	Don	1048 Old Modena Street	Gastonia	NC	28054	10/25/2012
.awrence	Barry	1701 Coronado Road	Fort Myers	FL	33901	2/3/2014
.aws	Robert	8600 Brodie Lane	Austin	TX	78745	2/24/2004
.awton	Eric	5773 Westchester Street	Alexandria	VA	22310	12/6/2010
Leach	Samuel	4792 Howellsville Road	Front Royal	VA	22630	4/1/2013
Leedy	Paul	3139 Countryside Drive	Denton	TX	76208	8/26/2013
.eon	John	1830 Sheridan Street	Hollywood	FL	33020	1/8/2014
Leonard	Leland	113 Angelia	Cedar Creek	TX	78612	5/16/2012
Lightfoot	Wesley	6788 Lantana Drive	Bryans Road	MD	20616	7/15/2013
odge.	Wayne	2926 Buckthorn Court	Glenarden	MD	20706	6/9/2008
oniewski	Mariusz	1368 Riverview Shores Drive	Front Royal	VA	22630	10/18/2011
Loniewski	Piotr	911 SE Zamora St	Palm Bay	FL	32909	3/12/2001
Lopez	Jorge	5111 Parklawn Terrace	Rockville	MD	20852	10/3/2013
Lopez	Walter	12810 Lampton LAne	Fort Washington	MD	20744	10/29/2012
Lovren	Michael	11404 Easton Spring Drive	Pearland	TX	77584	5/10/2004
Lujan Perez	Alberto	6809 Farragut Ave	Falls Church	VA	22042	1/13/2014
Maddox	James	5218 Milwee	Houston	TX	77092	1/21/2013
Maldonado	Roberto	9648 Saybrooke Drive	Bristow	VA	20136	11/14/2005
Malone	James	3938 NW 5th Drive	Deerfield Beach	FL	33442	9/9/2013
Maltez	Gerald	11810 NW 16th Street	Pembroke Pines	FL	33026	6/10/2013
Maltez	Hector	5302 Buchanan Street	Hyattsville	MD	20781	10/16/2013
Marquez	Tomas	1340 Overlea Street	Clearwater	FL	33755	10/25/2010
Martin	Jorge	10052 NW 29 Avenue	Miami	FL.	33147	11/18/2013
Martindale	Gregory	4629 Ridge Rd	Mount Airy	MD	21771	8/23/2010
Martinez	Melvin	1520 Forest Lane	Woodbridge	√VA	22191	4/17/2006
Martinez	Roberto	9953 Robinson Boulevard	Laurel	MD	20723	12/12/2012
Matos	Teodoro	401 2nd Avenue SE	Lutz	FL .	33549	7/8/2013
McCaslin	Eddie	Route 1	Paw Paw	wv	25434	1/2/2013
McClosky	Todd	298 Belmont Road	Gettysburg	PA -	17325	1/6/2014
McCullom	Gregory	2701 Park Central Drive	Alexandria	VA	22302	2/4/2013
McDonald	Rodney	3210 Barton View Drive	Austin	TX	78735	3/4/2013
McDowell	Vaughn	11309 Parkmont Drive	Upper Mariboro	MD	20772	7/15/2013
McGregor	Timothy	110 Jenkins Avenue	Colmar	PA	18915	8/1/2012
Medina	Gueri	19000 NW 19th Street	Pembroke Pines	FL -	33029	9/30/2013
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