

Mejia	Juan	4024 Latham Drive	Haymarket	VA	20169	5/22/2013
Mena	Luis	632 Highland Dr	West Palm Beach	FL	33405	7/25/2012
Mendez Sanchez	Juan	6900 SW 5 Court	Pembroke Pines	FL	33023	1/14/2004
Mendoza	Joel	14526 Bakersfield St	Woodbridge	VA	22193	5/14/2007
Molina	Paulo	1917 Fox Street	Adelphi	MD	20783	1/11/2014
Molitoris	Craig	171 Woodland Drive	South Windsor	CT	06074	7/9/2012
Moore	Christopher	6413 Quail Street	Arvada	CO	80004	10/22/2012
Mora	Joel	8370 SW 32nd Street	Miami	FL	33155	9/30/2013
Moreland	James	3375 Justice Court	Waldorf	MD	20602	8/7/2013
Moreno	Jose	126 Spring Creek Drive	Cedar Creek	TX	78612	5/24/2013
Morris	Robert	4503 Velasco Place	Austin	TX	78749	3/18/2013
Murphy	Colin	2709 Manor Road	Austin	TX	78722	2/23/2011
Nagy	Joseph	58 Lynbrook Avenue	Point Lookout	NY	11569	8/5/2013
Naranjo	Fernando	3717 Lasson Ct	Orlando	FL	32835	6/29/1998
Naranjo	Walter	3611 Rock Shelf Lane	Round Rock	TX	78681	4/22/2000
Newman	Gerald	5308 85th Avenue	New Carrollton	MD	20784	10/15/2012
Norton	Donald	1242 Ragen Road Southeast	Palm Bay	FL	32909	1/27/2014
Olofsson	Thomas	2010 Dewey Street	Hollywood	FL	33020	11/4/2013
O'Neil	Charles	6306 10th Avenue South	Gulfport	FL	33707	6/24/2013
Palmer	Matthew	11507 Paxton Drive	Spotsylvania	VA	22551	6/5/2006
Patrick	Cameron	6314 Bonnie Chase Lane	Katy	TX	77449	2/18/2013
Payne	David	8340 Dents Lane	Charlotte Hall	MD	20622	2/19/2007
Pennington	John	1691 Forest Valley Drive	Cleveland	TX	77328	2/11/2014
Perez	Reynaldo	127 Pettytown Road	Red Rock	TX	78662	3/5/2014
Pesantes	Cristian	12748 Dulcinea Place	Woodbridge	VA	22192	12/19/2013
Pesonen	William	750 Waywood Avenue	Orlando	FL	32825	2/18/2013
Picard	Jonathan	2335 Wilson Blvd	Winchester	VA	22601	3/3/2014
Pinto	Brandon	9043 NW 13th Court	Coral Springs	FL	33071	2/19/2013
Poorbaugh	Randy	6511 Ambercrest	Spring	TX	77389	8/29/2011
Popko	Richard	9041 Great Sound Drive	Orlando	FL	32827	1/20/2014
Porter	Emery	16607 Blackhawk Blvd	Friendswood	TX	77546	4/23/2007
Portillo	Jose	1113 Autumn Haze Ct	Herndon	VA	20170	1/9/2008
Ramirez	Marlon	1032 B Brixton Court	Sterling	VA	20164	6/6/2005
Ramirez-Rosales	Saul	1067 Burwick Dr	Herndon	VA	20170	8/19/2002
Ratliff	William	2969 Stanley Lane	Brownwood	TX	76801	1/27/2014
Reece	Daniel	267 Jones Road	Milner	GA	30257	12/27/2012
Reinoso	Juan	7722 Sanibel Dr	Tamarac	FL	33321	11/19/2007
Reville	Richard	14596 North Road	Loxahatchee	FL	33470	1/7/2013
Rey	Denis	535 Falkirk Ave	Valrico	FL	33594	7/31/2012
Rey	Fernando	3488 Advantage Ln	Jacksonville	FL	32277	3/16/2004
Reyes	Erick	100 Noble Court	Fredericksburg	VA	22406	11/21/2013
Reyes	Vicente	3838 B Steppes Court	Falls Church	VA	22041	8/24/2011
Ribas	Roberto	10040 Southwest 197th Street	Cutler Ridge	FL	33157	12/18/2013
Rivero	Humberto	817 West 39th Place	Hialeah	FL	33012	3/3/2014
Roberson	Brett	215 Shadowbrook Drive	Covington	GA	30016	6/19/2006
Rocha	Jesus	2901 Central Boulevard	Brownsville	TX	78520	2/26/2014

Rodriguez	Andres	1212 Chisholm Valley Drive	Round Rock	TX	78681	12/6/2010
Rodriguez	Cesar	2900 North 24th Avenue	Hollywood	FL	33020	7/2/2007
Rodriguez	Ernesto	13374 Georgian Court	Wellington	FL	33414	4/12/2010
Rogers	William	6112 Pioneer Drive	Springfield	VA	22150	10/15/2012
Roman	Dennis	7450 Twin Sabal Drive	Miami Lakes	FL	33014	6/17/2013
Ruiz	Carlos	3140 SW 49th Street	Fort Lauderdale	FL	33312	1/8/2014
Ruiz	Milton	215 SE 1st Street	Dania Beach	FL	33004	6/13/2012
Ryan	James	2210 Astoria Circle	Herndon	VA	20170	11/29/1999
Sanchez	John	112 Bilford Way	Jackson	GA	30233	7/15/2013
Shreves	James	1402 SE 6th Street	Okeechobee	FL	34974	1/27/2014
Siguenza	Argeo	4390 Amethyst Court	Middletown	MD	21769	4/3/2006
Siguenza	Elmer	1223 Canberwell Rd	Catonsville	MD	21228	3/26/2007
Silcott	Glenn	3365 Fm 1670	Belton	TX	76513	2/24/2014
Smith	Prattferd	1562 Gran Fern Avenue	West Palm Beach	FL	33415	4/9/2010
Smith	Raymond	4050 Pendleton Drive	Bryan	TX	77802	7/16/2012
Solis-Pino	Juan	11100 Blue Heron Drive	Charlotte	NC	28226	4/14/1998
Sorto	Norman	8148 Lakepark Drive	Alexandria	VA	22309	2/20/2012
Soto	Daniel	215 Century Place	Alexandria	VA	22304	6/13/2005
Sparrow	Ronald	3881 West State Road 84	Davie	FL	33312	10/3/2013
Spiering	Michael	7908 Cahill Drive	Austin	TX	78729	11/19/2012
Sprinkles	Blake	141 Vivian Lane	Shepherd	TX	77371	3/5/2014
Stewart	Tyler	1707 Sylvia Ln	Round Rock	TX	78681	1/27/2010
Strait	Gary	4034-1 Bradys Hill Road	Triangle	VA	22172	11/12/2012
Stratford	Gerald	4690 Prestancia Place	Waldorf	MD	20602	3/28/2011
Sturgill	Richard	725 4th Avenue SW	Vero Beach	FL	32962	8/9/2010
Stuwe	Jeffrey	574 Whispering Pines Road	Max Meadows	VA	24360	9/26/2011
Thomas	James	3123 Austin Chaney Road	Monroe	NC	28110	9/10/1989
Tinsley	George	11841 Spruce Street	Lusby	MD	20657	9/14/2012
Tobar	Julio	208 Thistle Drive	Silver Spring	MD	20901	9/5/2013
Toro	Erick	153 Hamlin Dr	Fredericksburg	VA	22405	11/15/2004
Torres	Daniel	9956 SW 88 Street	Miami	FL	33176	10/22/2012
Torres	Jose	17507 Amity Drive	Gaithersburg	MD	20877	6/27/2011
Torres	Luis	403 Muddy Branch Road	Gaithersburg	MD	20878	5/14/2007
Torrigo	Jhonny	121 North Ripley Street	Alexandria	VA	22304	9/3/2013
Tovar	Josue	206 Thistle Drive	Silver Spring	MD	20901	3/11/2013
Tufts	Earl	7221 West Sunrise Blvd	Plantation	FL	33313	8/19/2013
Upham	Ken	4031 SW 72 Way	Davie	FL	33314	6/9/2004
Urgelles Cutino	Rigel	155 Noel Road	Jacksonville	FL	32217	10/14/2013
Vance	Jeffrey	8234 Shady Nook Court	Pasadena	MD	21122	1/6/2014
Vargas	Manuel	9270 Harris Street	Thornton	CO	80229	12/20/2013
Vinton	Leo	503 East Cheyenne Road	Colorado Springs	CO	80905	1/15/2014
Vu	Cong	100 Hutton St	Gaithersburg	MD	20877	9/8/2009
Waishkey	Michael	7137 Trenton Place	New Port Richey	FL	34653	4/22/1997
Walker	Earl	1874 Addison Road South	District Heights	MD	20747	9/10/2012
Walle	Steven	5760 McNaughton	Kyle	TX	78640	3/26/2012
Whitcomb	Gordon	10720 Washington Street	Pembroke Pines	FL	33025	12/2/2013
Whitman	Scott	6664 Timberwood Circle	Pinellas Park	FL	33781	3/4/2013

Wiest	Christopher	9518 Holden Park Road	Hawthorne	FL	32640	10/14/2013
Williams	Timothy	9306 Nancy Drive	Manassas Park	VA	20111	10/8/2012
Wojteczko	Thomas	5634 20th Avenue North	Saint Petersburg	FL	33710	9/10/2012
Woudhuizen	Douglas	21600 NW 7th Street	Pembroke Pines	FL	33029	11/24/2003
Xiques	Paul	17042 Nature Trail	Lutz	FL	33558	1/20/2014
Yates	Carlos	2440 Stringtown Road	Shepherd	TX	77371	2/11/2014
Yates	Creig	809 Valley Court	Royse City	TX	75189	10/1/2012
Zamora	Jorge	401 Banks Rd	Margate	FL	33063	10/18/2012
Zamora	Vladimir	1730 NW 32 Street	Miami	FL	33142	10/15/2007
Zummo	Joseph	7874 South Gaylord Way	Centennial	CO	80122	4/29/2013

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

Power Design Inc has a roster of over 200 field supervisors and electricians on staff. 75 of these employees currently work in the DC area (please see attached roster) and will be willing to fill any opening on this project. If this changes it will be reflected in the monthly report.



Government of the District of Columbia
FIRST SOURCE EMPLOYMENT AGREEMENT



Contract Number: _____

Employer Name: Mid-Atlantic Air, Inc.

Project Contract Amount: _____

Employer Contract Award: 8,435,000.00

Project Name: Adams Morgan Historic Hotel

Project Address: 1380 Monroe Street NW #545-20010 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 Mid-Atlantic, 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 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, social security number, residency status and ward information of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRAL

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

IV. PLACEMENT

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

V. TRAINING

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

VI. CONTROLLING REGULATIONS AND LAWS

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

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

VII. EXEMPTIONS

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

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

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

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

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

residents.

- J. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.
- K. The EMPLOYER's noncompliance with the provisions of this Agreement may result in termination.

IX. LOCAL, SMALL, DISADVANTAGES BUSINESS ENTERPRISE

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

If yes, certification number: _____

X. APPRENTICESHIP PROGRAM

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

If yes, D.C. Apprenticeship Council Registration Number: 91367

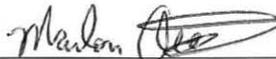
XI. SUBCONTRACTOR

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

If yes, name of prime contractor: Walsh Construction Company

Dated this 9 day of July, 2015

Signature Dept. of Employment Services


Signature of Employer

Mid-Atlantic Air, Inc
Name of Company

11111 Pepper Rd. Hunt Valley, MD 21031
Address

410-329-1139
Telephone

amanda.becquet@maamech.com
E-mail

E-mail

EMPLOYMENT PLAN

NAME OF EMPLOYER: Mid-Atlantic Air, Inc
 ADDRESS OF EMPLOYER: 11111 Pepper Rd. Hunt Valley, MD 21031
 TELEPHONE NUMBER: 410-329-1139 FEDERAL IDENTIFICATION NO.: 13-4271536
 CONTACT PERSON: Amanda Becquet TITLE: Human Resources
 E-MAIL: amanda.becquet@maamech.com TYPE OF BUSINESS: Mechanical & Plumbing Subcontractor

DISTRICT CONTRACTING AGENCY: _____
 CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____
 TYPE OF PROJECT: HVAC/Plumbing CONTRACT AMOUNT: \$8,425,000
 EMPLOYER CONTACT AMOUNT: _____
 PROJECT START DATE: _____ PROJECT END DATE: _____
 EMPLOYER START DATE: 9/2015 EMPLOYER END DATE: 12/2016

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.

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

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

We are currently sufficiently staffed. If we need any additional hires we will contact DOES.

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:

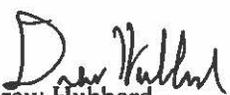
Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and Joseph J. Magnolia, Inc. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: Adams Morgan 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 www.dcnetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

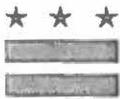
The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202)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

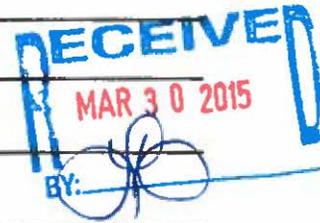
Employer Name: Joseph J. Magnolia, Inc.

Project Contract Amount: \$53 Million

Employer Contract Award: \$432,000.00

Project Name: Adams Morgan Hotel

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



Nonprofit Organization with 50 Employees or Less: Yes No

This First Source Employment Agreement, in accordance with The First Source Employment Agreement Act of 1984 (codified in D.C. Official Code §§ 2-219.01 – 2.219.05), The Apprenticeship Requirements Amendment Act of 2004 (Codified in D.C. Official Code §§ 2-219.03 and 32-1431) for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, hereinafter referred to as “DOES”, and Joseph J. Magnolia, 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 DOES in this Agreement will be carried out by the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by the Office of the Director, of DOES.
- E. This Agreement will take effect when signed by the parties below and will be fully effective for the duration of the Project contract and any extensions or modification to the Project contract.

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

II. RECRUITMENT

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

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

III. REFERRAL

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

IV. PLACEMENT

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

V. TRAINING

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

VI. CONTROLLING REGULATIONS AND LAWS

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

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

VII. EXEMPTIONS

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

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

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

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

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

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

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

IX. LOCAL, SMALL, DISADVANTAGES BUSINESS ENTERPRISE

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

If yes, certification number: LX22734032016

X. APPRENTICESHIP PROGRAM

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

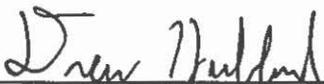
If yes, D.C. Apprenticeship Council Registration Number: 91365

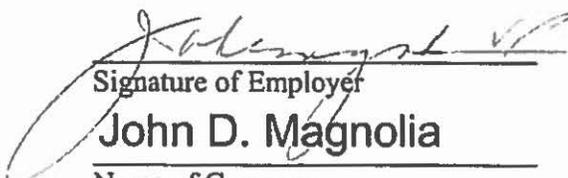
XI. SUBCONTRACTOR

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

If yes, name of prime contractor: Walsh Construction Company

Dated this 20 day of February 2015


Signature Dept. of Employment Services


Signature of Employer
John D. Magnolia
Name of Company
Joseph J. Magnolia, Inc.
Address
600 Gallatin St NE Washington, DC 20017
Telephone
202-829-8510 thartman@magnolia-companies.com
E-mail

EMPLOYMENT PLAN

NAME OF EMPLOYER: Joseph J. Magnolia, Inc.
 ADDRESS OF EMPLOYER: 600 Gallatin St., NE Washington, DC 20017
 TELEPHONE NUMBER: 202-829-8510 FEDERAL IDENTIFICATION NO.: 53-0235163
 CONTACT PERSON: Tammy Hartman TITLE: Compliance Officer
 E-MAIL: thartman@magnolia-companies.com TYPE OF BUSINESS: Site Utilities

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

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

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

Site Employees List

EMPLOYEE #	EMPLOYEE NAME	SSN	DOB	ADDRESS	TOWN & STATE	HIRE DATE	POSITION2
500	Brown, Carlisle	-8514	11/12/1949	2516 Buck Lodge Terr.	Adelphi, MD 20783	10/4/1988	operator
793	Rivera, Oswaldo	0478	8/5/1963	2917 John Marsh Dr. #202	Falls Church, VA 22044	8/30/1993	operator
829	Argueta, Nestor	-7909	2/4/1960	3526 Powder Mill Rd.	Belltsville, MD 20705	6/30/1994	operator
1186	Argueta, Isabel	-4457	7/8/1963	2212 Pimmit Run Lane	Falls Church, VA 22043	3/17/2005	skilled labor
1296	Cabrera-Rivera, Victor Manuel	-6897	5/15/1974	12304 Esbury St	Hemdon, VA 20170	6/26/2000	skilled labor
1664	Partillo, Jose	-8742	3/30/1970	21077 Semblace Dr.	Sterling, VA 20164	3/12/2012	operator
1688	Argueta, Jose	-5456	1/2/1900	2212 Pimmit Run Lane	Falls Church, VA 22043	6/8/2004	operator
1702	Granada, Cristian	-6884	5/15/1981	19137 Broadwater Way	Gaithersburg, MD 20879	7/20/2004	operator
1706	Lopez, Darwin	-7849	4/23/1975	151 Dale St.	Alexandria, VA 22305	7/30/2004	skilled labor
1707	Juarez, Fredsman	-5288	2/13/1959	704 Manor Rd.	Alexandria, VA 22304	7/30/2004	skilled labor
1959	Sanchez, Fernando	-7583	3/20/1958	1808 Metzertoll, apt 44	Adelphi, MD 20783	9/28/2006	skilled labor
1998	DePaz, Milton	-9322	2/23/1969	2941 Marsala Ct.	Woodbridge, VA 22192	3/28/2007	operator
2019	Funes, Jose	-9612	3/21/1970	12206 Grandview Ave.	Wheaton, MD 20902	7/16/2007	skilled labor
2020	Alas, Jose	-8676	11/20/1982	11727 Highview Ave	Silver Spring, MD 20902	7/16/2007	operator
2028	Flores, Jose	-9796	11/12/1954	548 Beacon Rd. #D	Silver Spring, MD 20903	8/3/2007	skilled labor
2136	Pochecca, Isaias	0532	1/3/1973	19137 Broadwater Way	Gaithersburg, MD 20879	8/25/2008	operator
2189	Rivera, Wilber	-7723	11/19/1981	516 Florida Ave. #104	Herdon, VA 20170	3/10/2010	skilled labor
2191	Ropp, Jeffery	-5482	4/24/1965	4623A Old Swimming Pool Rd	Braddock Heights, MD 21714	3/22/2010	operator
2192	Chicas, Jorge	-4427	6/20/1953	3334 Buchanan St #303	Mount Rainier, MD 20712	4/15/2010	skilled labor
2193	Chicas, Oscar	-5577	10/1/2974	3709 Kennedy St.	Hyattsville, MD 20782	4/15/2010	skilled labor
2196	Castro, Oscar	-9569	8/13/1978	PO Box 3021	Silver Spring, MD 20918	4/26/2010	skilled labor
3004	Barahona, Jose	-5190	1/27/1977	6634 Elk Park Ct.	Alexandria, VA 22310	5/4/2010	operator
3010	Lizama Fuenyes, Jose	-7241	2/6/1970	9611 McAlpine Rd	Silver Spring, MD 20901	5/26/2010	skilled labor
3022	Camacho, Fernando	0951	6/25/1964	8237 Jepson Pl	Alexandria, VA 22309	7/6/2010	operator
3035	Perez, Rodrigo	-7648	3/12/1972	17626 Larchmont Terr.	Gaithersburg, MD 20877	9/15/2010	skilled labor
3036	Ticas Pofo, Jose	-4081	4/25/1981	112 Duvall Ln #102	Gaithersburg, MD 20877	3/15/2010	operator
3055	Goodwin, Chrislopher	-2857	5/1/1976	2625 Bowen Rd. #201 SE	Washington, DC 20020	2/21/2011	skilled labor
3056	Taylor, Larry	-5659	10/9/1962	124 Wilmington Pl #1 SE	Washington, DC 20002	3/7/2011	skilled labor
3099	Funes-Mendez, Douglas	-7767	9/1/1989	3844 Florence Dr #2	Alexandria, VA 22305	10/20/2011	skilled labor
3107	Abrams, James	-3815	12/8/1961	3911 Southern Ave. #104	Suitland, MD 20746	2/1/2012	operator
3132	Maheda, Jose	-4371	6/21/1964	1633 Franklin St NE	Washington, DC 20018	4/23/2012	skilled labor
3133	Maheda-Lopez, Edwin	-5360	6/3/1989	1633 Franklin St NE	Washington, DC 20018	4/23/2012	skilled labor
3138	Flores, Erick	0669	7/1/1989	7977 Riggs Rd	Hyattsville, MD 20783	6/5/2012	skilled labor
3146	Winton, Rosco Scott	-2540	5/27/1992	11219 Highland School Rd	Myersville, MD 21773	6/4/2012	skilled labor
3205	Franco, Jose	-8773	3/16/1981	7109 Georgia Ave. NW	Washington, DC 20012 (W4)	9/11/2013	skilled labor
3216	Bennett, Napoleon	0920	5/7/1955	1424 Independence Ave SE	Washington DC 20003 (W6)	12/9/2013	skilled labor
3218	Homes, Lonnie	-1183	2/3/1982	39 W. St NW	Washington DC 20001	12/16/2013	skilled labor
3220	Corcas, Herbert	0340	9/5/1969	1362 Quincy St NW	Washington DC 20011 (W4)	12/18/2013	skilled labor
3222	Orellana Arguel Luis	-6259	8/6/1971	1457 Park Rd NW #403	Washington DC 20010 (W1)	1/6/2014	skilled labor



EMPLOYEE #	EMPLOYEE NAME	SSN	DOB	ADDRESS	TOWN & STATE	HIRE DATE	POSITION2
3235	McLean, Clarence	-3630	9/24/1969	616 Lamont St NW	Washington DC 20010 (WI)	4/7/2014	skilled labor
3236	Sanders, Maurice	-5735	3/9/1976	3330 Dubois Place SE A-2	Washington DC 20019 (WI)	4/9/2014	skilled labor
3251	Mengistic, Antigeen	0792	2/20/1977	4418 Georgia Ave NW	Washington, DC 20011	7/1/2014	skilled labor
3264	Rogers, Christopher	-7160	11/10/1990	2532 Zepp Rd.	Maurertown, VA	8/21/2014	skilled labor
4000	Rosas, Jamer	-6263	2/5/1982	14 Habersham Ct.	Silver Spring, MD 20909	10/20/2011	skilled labor
4002	Maravilla Moreira, Waller	-9858	9/7/1979	17150 Downing St #200	Gaithersburg, MD 20877	10/20/2011	skilled labor

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



DEBORAH A. CARROLL
DIRECTOR

April 24, 2015

Bill Hogan
Project Manager
Walsh Construction Company, LLC
929 West Adams Street
Chicago, IL 60607

Dear Mr. Hogan:

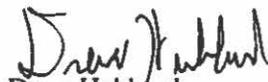
Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and Interior Specialists, Inc. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: Adams 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 www.dcnetworks.org. 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: N/A - Private Sector Development - Tax Abatement

Employer Name: Interior Specialists, Inc.

Project Contract Amount: \$51,317,908

Employer Contract Award: \$310,000.00

Project Name: Adams Morgan Hotel

Project Address: 1780 Columbia Road, NW Washington, DC Ward: _____

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 Interior Specialists, 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 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.

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- 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.
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- 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.

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- 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).
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- 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.
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- 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:
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 - b. Referrals provided by DOES and other referral sources; and
 - c. Advertisement of job openings listed with DOES and other referral sources.
- F. The DOES may waive the requirement that 51% of the new employees hired by the EMPLOYER for the Project be District residents, if DOES finds that:
1. A good faith effort to comply is demonstrated by the EMPLOYER; or
 2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area:

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

- J. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.
- K. The EMPLOYER's noncompliance with the provisions of this Agreement may result in termination.

IX. LOCAL, SMALL, DISADVANTAGES BUSINESS ENTERPRISE

- A. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)?
 YES NO
 If yes, certification number: _____

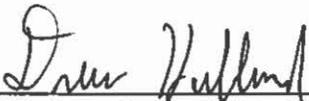
X. APPRENTICESHIP PROGRAM

- A. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council? YES NO
 If yes, D.C. Apprenticeship Council Registration Number: _____

XI. SUBCONTRACTOR

- A. Is your firm a subcontractor on this project? YES NO
 If yes, name of prime contractor: Walsh Construction Company II, LLC

Dated this 14th day of April, 2015



 Signature Dept. of Employment Services

Digitally signed by Amanda N. Amend
 DN: cn=Amanda N. Amend, o=Interior Specialists, Inc., ou, email=amend@isidemo.com, c=US
 Date: 2015.04.14 14:08:21 -0400

Amanda N. Amend

 Signature of Employer
Interior Specialists, Inc.

 Name of Company
 P.O. Box 41, White Marsh, MD 21162

 Address
410 335-0381

 Telephone
info@isidemo.com

 E-mail

EMPLOYMENT PLAN

NAME OF EMPLOYER: Interior Specialists, Inc.
 ADDRESS OF EMPLOYER: P. O. Box 41 / 11012 Red Lion Road, White Marsh, MD 21162
 TELEPHONE NUMBER: 410 335-0381 FEDERAL IDENTIFICATION NO.: 52-1681278
 CONTACT PERSON: Amanda Amend TITLE: Corp. Sec./Controller
 E-MAIL: info@isidemo.com TYPE OF BUSINESS: Demolition Subcontractor

DISTRICT CONTRACTING AGENCY: Deputy Mayor for Planning & Economic Development
 CONTRACTING OFFICER: Senthil Sankaran TELEPHONE NUMBER: _____
 TYPE OF PROJECT: Hotel Development 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					

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.

Adan Hernandez
Alejandro Catinac
Alexander Rosales
Alexis Orellana
Andres Castaneda
Andrew Butler
Andrew Hacke
Angel Delcid
Antonio Duque
Antonio Hart III
Antonio Sanchez
Arnoldo Amaya
Arnoldo Vigil
Artemio Hernandez
Baudilio Diaz
Brandon Johnson
Byran Bonds
Byron Solis
Charles Chapman
Charles Lauf
Charles Manack
Christopher Panarella
Christopher Thomas Sr.
Christopher Thompson
Claudio Cohetero
Cody Torrence
Cristian Pazos
Dalton Norris
Dani Lopez
Daniel Jacobo
Daniel Lewelling Jr.
Daniel Reinhardt
David Health Jr.
David Smith
Degli Guerra
Donal Castillo
Doroteo Hernandez
Edgardo Guevara Trejo
Edward MacNichol
Efrain Jimenez
Elmer Duque
Elmer Lara
Enrique Flores
Erasmio Ramos
Eric Kelmartin
Eris Orellana
Eusebio Perez
Everardo Castillo
Fermin Tolentino
Francisco Rivas
Fredy Guevara
Garrett Hill

Gary Nicholson
Halmar Diaz
Hector Cortes
Hector Fernandez
Hugo Cruz
Hugo Delcid
Hugo Duque
Hugo Osorio
Ignacio F. Hernandez
Ignacio Hernandez
Isaias Perez
Itti Poonsubathid
Jacob Stocksdales
Jaime Gonzalez
Jaime Huerta Gonzalez
Jairo Hichos
James Fincher
James Fisher Jr.
James Fleming
James Grant
James St Pierre II
Jaquan Holt
Jason McVicker
Jason Morton
Javier Diaz
Javier Rugama
Javier Vasquez
Jeremy Fefel
Jose Arcadio Ramirez Perez
Jose Blanco
Jose Diaz
Jose Gaspar
Jose Henriquez
Jose Hernandez
Jose Martinez
Jose Portillo
Jose S. Martinez
Jose Turcios
Jose Zamora
Joseph Blake
Joseph Nossel
Juan Romero
Julio Martinez
Julio Morales
Justo Funes
Kenneth Fleming
Kenneth Marvel
Kevin Orellana
Leonel Alegria
Leonel F. Hernandez
Luis Gonzalez
Luis Puga Jr.

Manuel Amaya Jesus
Manuel Portillo
Marco Mendoza
Mardoqueo Moran
Mario Verde
Marvin Jordan
Matthew Wildt Jr.
Mauricio Hernandez
Michael Carter
Michael Coster
Michael Ollivett
Michael Shumway
Miguel Garcia
Monico Enriquez
Nery Crocker
Nicolas Hernandez
Oscar Vasquez
Ovidio Monroy
Pablo Chachagua
Pablo Romero
Patrick Thomas
Paul Frado
Paul Harkins
Pedro Garcia
Raul Gallardo
Raul Sierra
Renan Sosa
Rene Castaneda
Robert Dugger
Robert Wilson Jr.
Roberto Hernandez
Ronel Guerra
Ruben Garcia
Ruben Hernandez
Ruben Zacarias
Rudy Duque
Russell Thomas
Samuel Jimenez
Samuel MacNichol
Santos Argueta
Santos Molascos
Saul Bustos
Saul Cortes
Terrance Jones
Tony Foster
Travis Smith
Tyler Forster
Tyler Gardner
Tyler Hall
Tyler Kelmartin
Walter Miller
Wayne Thompson

