

Request for Proposals:

Wharf Phase 2 – Demolition and Removal of Channel Inn

Proposal Submission Deadline; 4:00 PM on July 31, 2018

Pre-Bid Building Walkthrough – 9:00AM on July 18, 2018

Should you have any questions, please contact Tony Albanese at talbanese@wharfdc.com. Questions must be submitted by July 18, 2018. Responses to all questions will be shared with all interested parties. Please register with Mr. Albanese if you wish to receive the consolidated questions and answers.

For additional information, including design narrative, diagrams, and site construction documents, please contact Mr. Albanese by July 18, 2018.

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Request for Proposals:

Scope of Work:

The Wharf is a Public Private Partnership (PPP) with the District of Columbia. As a PPP, the project will comply with all District requirements including District residents and new hire inclusionary requirements. The full Wharf Development includes 11 parcels to be constructed in two phases. The Wharf Phase I, consisting of Parcels 1 – 5, was completed in 2017 and is a fully operational mixed-use development. Parcel 11 completed in 2016 consists of a Church and 109-unit condominium building. The Wharf Phase 2 Project is located at the east end of The Wharf Development at the Southwest Waterfront. The Phase 2 Master Plan for this mixed-use development includes office, residential apartments and condominiums, hotel, retail, and outdoor public spaces.

This RFP is for demolition and removal of the Channel Inn Hotel located at 690 Water Street, SW Washington DC. It is expected that this work is for removal of the hotel structure only. The work is expected to start around or about on October 1, 2018. Abatement Services will be contracted separately.

Specific Scope of work

1. Abatement Services and Utility Disconnection will be performed by Owner. There are additional active utilities adjacent to the hotel structure that must be protected during demolition. Specific protection measures to protect the existing liveaboard boat slips are required to be taken for water, power, sewer and cable services.
2. Scope of demolition includes full removal of all materials from podium deck (ground floor slab) to roof structure. Podium deck to be left broom clean, smooth and ready for reuse by others. This includes all construction waste tracking for LEED requirements for recycling and reuse.
3. Temporary support of podium deck as required for equipment access is included.
4. Full demolition plan shall be submitted and approved prior to start of work. This includes hauling routes, pedestrian protection plans, waste tracking and temp support plans.
5. The building structure is adjacent on all four sides. This contract includes all required safety fencing, plywood walls and promenade walkway protection as detailed below.
6. For North East and West Facing area of site, provide scrim on chain link fencing at 6' high and include all blocking, back bracing and maintenance of fence. Limits and locations of fencing will be set by Owner's direction.
7. The south promenade shall be protected by minimum 12' high plywood wall with upper debris netting as well as a covered wood pedestrian walkway. Walkway shall include lighting along entire length. (Price as alternate)
8. All demolition activities will be under a dust control program including protective netting along promenade and constant watering of debris during demolition and during hauling of debris operations.
9. Coordination with Miss Utility is included.
10. Traffic Control and MOT plans are required by this contractor including all enforcement of plan by Governing Authorities.
11. Includes verification of all utilities including test pitting as required.
12. All permits and fees are included in proposal for this scope of work.
13. Provide an anticipated schedule for completion of work with adherence to work hours and traffic restrictions, including Ballpark District/Stadium Authority.
14. Includes all required inspections by governing agencies.
15. Disposal of all spoils including any contaminated soils, including hauling is included in this contract. Hauling of debris and backfill material is included.
16. Includes all coordination with owner's testing and inspection agency.

Alternate:

1. Provide price alternate price for demolition to crushed aggregate but no hauling or removal of podium deck and associated columns. Perimeter walls and basement slab shall stay unaffected. \$_____
2. Scope Item 7 – South Promenade Protection _____
3. Price per SF for Waterproofing removal from deck _____
4. for Payment and Performance Bond _____
5. Cost Differential for Night Work if required by Owner _____

Bid Sheet

Please complete the bid sheet below upon evaluation of the RFP enclosed. Include any tasks HMW has failed to include in this RFP under "other."

Channel Inn Demolition	TASKS	PROPOSED FEE
	Site Fencing/Protection	\$
	Demolition	\$
	MOT	\$
	General Administration	\$
		\$
	Other	\$
Total		\$

ALTERNATE NO. 1:

	TASKS	PROPOSED FEE
	Demolition of podium/columns and basement walls.	\$
	Promenade Protection System	\$
	Price per SF for Waterproofing Removal	\$
	Payment and Performance Bond	\$
	Night work Differential if required	\$
		\$

Responses should:

1. Include a fee proposal for the core elements required in this proposal and include a fee schedule for key personnel for any work that is to be based on time and material (additional services, additional meeting, etc.).
2. Include a schedule for completion of proposed work including procurement of work permits as necessary.
3. Provide recommendations for any additional items that you feel may be missing from the list of scope items or note items or deliverables that are not included in the scope of work above.
4. Include a fully itemized and detailed proposal for your services to include a list of all personnel that will be engaged and associated hourly rates if applicable.
5. Include a statement of availability of principals, commitment of time for key personnel.
6. Include three (3) references and work samples from relevant current or recent projects.
7. Be structured so that the response is no more than ten (10) pages in length – brevity is requested and appreciated.

HMW is committed to 35% of The Wharf project budget, adjusted, to DC Certified Businesses. In this regard, please indicate whether your firm is a CBE and, if so, please provide your certification number. If you are submitting a proposal as part of a joint venture between a CBE and non-CBE firm and/or plan to subcontract a portion of the work to a CBE, please separate the CBE proposal fee from the non-CBE proposal fee and provide the CBE number for the CBE firm. For more information contact the DC Office of Small and Local Business Development at [202-727 3900](tel:202-727-3900) or <http://dslbd.dc.gov>.

Should you have any questions, please contact Tony Albanese at talbanese@wharfdc.com. Questions must be submitted by July 18, 2018. Responses to all questions will be shared with all interested parties. Please register with Mr. Albanese if you wish to receive the consolidated questions and answers.

For additional information, including design narrative, diagrams, and site construction documents, please contact Mr. Albanese by July 18, 2018.

The Wharf Homepage

<http://www.wharfdc.com/>

DOCUMENT LIST

Project Name:

Job No.:

Contract No.:

760 Maine Ave, 2nd Floor, S.W.
Washington, D.C. 20024

Job Number:

Subcontract No.

Subcontractor:

Subcontractor:

Vendor No.

Cost Code:

Contact:

Total Amount:

Office:

Subcontract - SAMPLE

This Agreement made this day of in the year, by and between (the "Subcontractor") and, (the "Contractor"/"Owner").

WHEREAS, (the "Contractor"/"Owner") has entered into an agreement for the construction and demolition management of a facility known, located at SW, Washington, DC 20024 (the "Project"), according to the Contract Documents listed in Attachment C attached hereto (hereinafter "Contract Documents") and available for Subcontractor's review; and

WHEREAS, Contractor desires to subcontract certain work specified in the Contract Documents, and Subcontractor desires to perform said work at the prices and upon the terms and conditions hereinafter expressed;

WITNESSETH, that the Subcontractor and Contractor for the consideration named agree as follows:

1. The Work.

a. Subcontractor shall perform all services and work and shall furnish all supervision, labor, materials, plant, scaffolding, hoisting, tools, equipment, supplies and all other things necessary for the construction and completion of the work described in Attachment "B" and services and work incidental thereto whether shown or not, including coordination of its activities with others working on the Project, in strict accordance and full compliance with the Contract Documents listed in Attachment "A" hereto and this Subcontract, and any field orders, change orders or construction change directives (as all are referenced in the Contract Documents) to the Contract Documents or this Subcontract and to the satisfaction of Contractor and Owner (collectively, the "Work"). The Work is not limited by any titles on the drawings, headings in the specifications or any other descriptive characterization of the scope of work and services hereunder, it being the intention of the parties that Subcontractor's Work includes (a) all items necessary to provide a fully functioning, coordinated system, including all items necessary thereto, whether or not such items and services are specifically mentioned in Attachment "B"; (b) all services and work customarily performed with the services and work covered by this Subcontract and required by the Contract Documents; and (c) any and all items and services consistent with, contemplated by and reasonably inferable from, the Contract Documents, whether or not such items and services are specifically mentioned therein, unless expressly excluded. As part of the Work hereunder, Subcontractor agrees to coordinate the Work with the construction of other portions of the Project. To the extent there is a conflict between the terms of this Subcontract and the terms of the Contract Documents listed in Attachment "A", the more stringent provisions shall apply, unless specifically noted otherwise herein.

b. The Work shall be performed in accordance with the requirements of the Contract Documents and this Subcontract, and shall include compliance with all applicable laws, ordinances, codes, rules and regulations bearing on the performance of the Work ("Applicable Laws"). To the extent there is a change in Applicable Laws during construction, Subcontractor is required to incorporate such new or changed requirement into its construction activities, and shall be entitled to an increase in the amount set forth in Section 2 and/or time of performance only to the extent Contractor is entitled to additional compensation or additional time under the Contract Documents.

c. In respect of the Work, Subcontractor shall, except as otherwise provided herein, have all rights which Contractor has under the Contract Documents toward the Owner. Subcontractor shall assume all obligations, risks and responsibilities which Contractor

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has assumed towards the Owner in accordance with the Contract Documents. Subcontractor shall have the right to enforce its rights and remedies and to defend against claims against it by the Owner as provided below.

d. Shop drawings and other submittals prepared by the Subcontractor as part of the Work shall be prepared, stamped and sealed by appropriately credentialed and licensed professionals to the extent required by Applicable Laws.

e. Subcontractor shall provide, at his expense, all equipment, materials, tools, supplies, offices, sheds, storage, and other miscellaneous items unless specifically excluded elsewhere herein, for the performance of the Work. Subcontractor shall provide his own unloading, lifting, hoisting, overhead protection, and any necessary scaffolding for the performance of the Work.

f. Subcontractor shall protect the work of others working on the Project, and shall repair or be responsible for the cost of any damage to such work if such damage is caused by the Subcontractor.

g. Subcontractor warrants that all workmanship, materials, and equipment furnished and incorporated by it into the Project shall be of first class quality, performed in a workman-like manner, free from deficiencies and defects, and shall comply with Applicable Laws.

2. Payment.

a. The Contractor agrees to pay the Subcontractor for the satisfactory performance and completion of the Work the sum of in current funds, subject to additions and deductions authorized in writing by the Contractor. Payments will be made on the basis of invoices provided for satisfactory services rendered by the Subcontractor on a monthly basis (unless otherwise provided in this Subcontract) and for which payment has been made to Contractor by the Owner. Retainage of 10% shall be deducted from each payment, to be paid to the Subcontractor only upon final completion of the Work, and verification that the Work fully complies with the terms of the Subcontract. If the Contract Documents allow Contractor partial payments for on-site stored materials, partial payments shall also be due Subcontractor in the amount of 90% of materials stored on-site which have been approved by Contractor and the Owner and for which payment has been made to Contractor by the Owner. If the Contract Documents allow partial payment for materials stored off-site, such payments shall be made to Subcontractor in the amounts and under the standards set forth in the Contract Documents for off-site stored materials which have been approved by Contractor and the Owner but only after Contractor's receipt of payment therefor from the Owner. For the purpose of determining partial payments, Subcontractor shall submit a breakdown of the total Subcontract price (showing the amount included therein in each principal category of work) to Contractor for approval within ten days of the execution of this Subcontract. In the event Contractor disapproves said breakdown, Contractor shall establish a reasonable breakdown which shall serve as the basis for partial payments.

b. Subcontractor shall ensure that all lower-tier subcontractors, suppliers and employees, at all times, are timely paid all amounts due in connection with the performance of this Subcontract. After the first partial payment hereunder, Contractor shall have the right to withhold any subsequent partial payments until Subcontractor submits evidence satisfactory to Contractor that all amounts owed in connection with performance of this Subcontract have been paid. Further, Subcontractor agrees that Contractor, after giving notice to Subcontractor, may pay all persons who have not been paid the monies due them in connection with this Subcontract whether or not a lien has been filed, unless Subcontractor, within 10 days of receipt of notice or such shorter period as Contractor finds necessary to meet its obligations to the Owner, (i) demonstrates that such sums are not due and (ii) provides Contractor adequate security.

c. In the event Contractor pays or indemnifies any person in accordance with this Subcontract, Subcontractor shall immediately reimburse Contractor for the full cost thereof. Subcontractor shall, to the extent that Contractor has not recovered said amounts pursuant to withholding, pay said amounts to Contractor upon demand. Subcontractor shall also immediately reimburse Contractor for any amounts paid under Contractor's payment bond in connection with this Subcontract and indemnified by Contractor.

d. All material and work incorporated into the Project or for which partial payment has been made shall become the property of Contractor, or, if the Contract Documents so provide, the property of the Owner; however, this provision shall not relieve Subcontractor from the sole responsibility and liability for all work and materials upon which payments have been made until final acceptance thereof by the Owner.

e. Contractor may withhold amounts otherwise due under this Subcontract or any other agreement between the parties to cover Contractor's reasonable estimate of any costs or liability Contractor has incurred or may incur for which Subcontractor may be responsible under this Subcontract or any other agreement between the parties. For purposes of this section, the phrase "any other agreement between the parties" shall be deemed to include any agreement between Subcontractor and Contractor or any joint venture or

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other entity in which Contractor has an ownership interest. Appropriate adjustments to withholdings shall be made when the exact amounts owed are determined.

f. Final payment, subject to withholdings permitted hereunder, shall not be due until after the last of the following to occur: after the Work has been completed and approved by the Owner, the entire Project is complete, all final payment prerequisites under the Contract Documents have been satisfied, satisfactory proof of payment of all amounts owed by Subcontractor in connection with this Subcontract has been provided and Contractor has been paid in full for the entire Project.

g. Subcontractor shall cooperate fully with Contractor in securing payment to Contractor by the Owner including but not limited to providing such supporting documentation as the Owner or Contractor may require.

h. Neither partial nor final payment shall constitute or imply acceptance of work or materials.

i. There shall be no additions or deductions to this Subcontract unless requested promptly by the Subcontractor and authorized in writing by the Contractor. Contractor shall not be liable for any such changes unless so authorized.

j. Subcontractor shall deliver to the Contractor partial releases and waivers of liens for Work previously performed as a precondition to subsequent payments. Subcontractor shall deliver to the Contractor final and unconditional release and waivers of liens prior to receipt of final payment. All such waivers and releases of liens shall be in the forms provided by the Contractor, and shall be duly executed by the Subcontractor. In addition, at Contractor's request, Subcontractor shall also provide similar waivers and releases of liens from sub-subcontractors, materialmen and suppliers employed by him on the Project on forms provided by Contractor. Subcontractor warrants that all such releases and waivers shall be executed by the duly authorized official of the appropriate party and agrees to hold the Contractor and Owner harmless from all costs attributable to any failure to provide said releases and waivers at the appropriate time.

k. If at any time the Contractor, in its sole and absolute discretion, determines that there is evidence of any claim of lien of any kind by any worker, sub-subcontractor, supplier or materialman employed by Subcontractor on the Project ("Claimant"), for which the Contractor or Owner may become liable, and such claim or lien is not settled after forty eight (48) hours notice from Contractor to Subcontractor, Contractor shall have the right, in its discretion and without prejudice to any other remedies it may have to summarily terminate this Subcontract, make payment in any amount directly and/or jointly to Claimant and/or Subcontractor or provide an indemnity bond, if appropriate, all without any liability to Contractor. Contractor shall have the right to deduct or retain the amount of any such lien, claim, bond premium, reasonable attorneys' fees or any other costs associated therewith from any payment then or thereafter due to the Subcontractor, who shall remain liable to and hold harmless Contractor for any damages sustained to discharging said claim or lien.

l. If required by Contractor, Subcontractor shall, as a condition precedent to any payments hereunder, furnish vouchers for all payments made under this Subcontract and receipted bills for all materials and labor used in connection with the Work, which form the basis for any requests for payment hereunder.

m. Subcontractor shall take all reasonable safety precautions with respect to his Work, shall comply with all safety measures initiated by the Contractor and with all Applicable Laws for the safety of persons or property. The Subcontractor shall report immediately to the Contractor any injury to any of the Subcontractor's employees at the site.

n. Subcontractor will be responsible for all materials, and Work product until it is satisfactorily installed in place and accepted by the Contractor.

o. Subcontractor shall comply on a timely basis with Federal, State and local tax laws, social security acts, unemployment compensation acts and workmen's compensation acts insofar as applicable to the performance of this Subcontract.

p. Subcontractor shall give all notices and comply with Applicable Laws. This includes but is not limited to notifying Miss Utility prior to excavation. Subcontractor shall secure and pay for all permits, fees and licenses necessary for the execution of the Work.

q. Subcontractor represents to Contractor that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly licensed, equipped, organized, financed and approved to perform the Work. Subcontractor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of Contractor, and shall hold Contractor and Owner free and harmless from all liability, costs and charges by reason of any act or representation of subcontractor, its agents or employees.

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r. Subcontractor shall have a responsible and competent representative of the firm, and authorized by the firm to receive direction from Contractor and to make commitments regarding the Work of this Subcontract, on site at all times while this Subcontractor is performing work on site. This representative will be available as requested for jobsite progress meetings to partake and assist in the coordination of the Work with the work of others.

s. Subcontractor shall abide by the Equal Employment Opportunity provisions of Executive Order No. 11246, as amended, and the Civil Rights Acts of 1964, as amended and the terms of Section 503 of the Rehabilitation Act of 1973 and the Subcontractor must be committed to take affirmative action to employ and advance in employment any qualified physically or mentally handicapped individual.

t. Drawings, specifications, shop drawings and other submittals, including those in electronic form, prepared by the Subcontractor are "Instruments of Service". Instruments of Service are and shall be the property of the Contractor pursuant to the assignment of copyrights provided herein. Notwithstanding anything to the contrary, the Subcontractor reserves and is hereby granted a perpetual, irrevocable, non-exclusive license to use and make derivative works from the Instruments of Service for the Project and other projects. The Contractor, not the Subcontractor, shall own the copyright to and in the Instruments of Service and, if and only to the extent necessary to effect such authorship, the Instruments of Service shall be considered a work made for hire. The Subcontractor hereby assigns its entire right, title and interest in the Instruments of Service and all such copyrights to the Contractor, excepting the license reserved and granted above. The copyright assigned includes, but shall not be limited to, all rights to derivative works. The Subcontractor agrees to sign all necessary or appropriate documents to register the copyright in the name of the Contractor (or the Contractor's assignee) or to assign such copyright to the Contractor. Such documents shall be prepared by the Contractor at the Contractor's expense, and the Subcontractor shall be required to sign them only upon the request of the Contractor. The Contractor may use the Instruments of Service in whole or in part or in modified form for such purposes as the Contractor may deem desirable without further employment or compensation to the Subcontractor. The provisions of this paragraph shall survive termination of this Agreement.

3. Schedule.

a. Subcontractor shall promptly commence the Work upon notice from the Contractor and shall perform the Work diligently and properly and with sufficient manpower so as not to delay the progress and completion of the Project. Subcontractor shall employ workers who will at all times work in harmony with other workers on the Project, coordinate the Work with and cooperate with all other subcontractors, mechanics, and materialmen so as to avoid conflict or interference with their work. **TIME IS OF THE ESSENCE.**

b. If requested by Contractor, Subcontractor shall submit detailed schedules for performance of the Work, in a form acceptable to Contractor, which shall comply with all scheduling requirements of the Contract Documents and of section a. above. Contractor may from time to time, at its sole discretion, direct Subcontractor to make reasonable modifications and revisions in such schedules.

c. Subcontractor shall be entitled to additional compensation for compliance with schedule amendments or damages for delay only to the extent the Contract Documents entitle Contractor to damages or to a contract adjustment increasing the amount due to the Contractor from the Owner.

4. Changes

a. Contractor may, at any time, unilaterally or by agreement with Subcontractor, without notice to the sureties, make changes in the work covered by this Subcontract. Any unilateral order or agreement under this section shall be in writing. Subcontractor shall perform the work as changed without delay.

b. Subcontractor shall submit to Contractor any requests or claims for adjustment in the price, schedule or other provisions of the Subcontract for changes directed by the Owner, as a result of deficiencies or discrepancies in the Contract Documents, or for circumstances otherwise permitted by the Contract Documents. Said requests or claims shall be submitted in writing by Subcontractor in time to allow Contractor to comply with the applicable provisions of the Contract Documents. Contractor shall process said requests or claims in the manner provided by and according to the provisions of the Contract Documents so as to protect the interest of Subcontractor and others including Contractor. Subcontract adjustments shall be made only to the extent that Contractor is entitled to relief from or must grant relief to the Owner. Further, each Subcontract adjustment shall be equal only to Subcontractor's allocable share of any adjustment in Contractor's contract with the Owner. Subcontractor's allocable share shall be determined by Contractor, after allowance of Contractor's normal overhead and profit on any recovery and Contractor's expense of recovery, by making a reasonable apportionment, if applicable,

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between Subcontractor, Contractor and other subcontractors or persons with interests in the adjustment. This section shall also cover other equitable adjustments or other relief allowed by the Contract Documents.

c. Payment on account of pending changes made by the Owner shall be made only if Contractor receives such payment from the Owner for Subcontractor's changed work. Each payment to Subcontractor on account of pending change orders shall be equal to Subcontractor's allocable share of Contractor's payment from the Owner for the pending change as determined by Contractor. Amounts paid on account of pending changes are provisional and not an admission of liability and shall be repaid to Contractor on demand whenever Contractor determines there has been an overpayment.

d. For changes ordered by Contractor independent of the Owner or the Contract Documents, Subcontractor shall be entitled to equitable adjustment in the Subcontract price. If Subcontractor considers any action or inaction by Contractor other than a formal change order to be a change, it shall so notify Contractor within three (3) days of said action or inaction and seek a confirmation from Contractor. Failure to comply with said confirmation procedure shall constitute a waiver of the right to compensation for the action or inaction.

e. Subcontractor shall within seven (7) days of a Contractor request submit a reasonable price quotation for proposed changes. If Subcontractor does not and Contractor is required to submit a price quotation to the Owner which includes a proposed change to the Work, Contractor shall use its best estimate of the proposed change as it affects the Subcontract in its quotation to the Owner, which estimate shall be the maximum equitable adjustment due to Subcontractor.

5. Failure to Perform

a. If at any time the Subcontractor fails to perform its obligations and requirements under the Subcontract in such a way that the Contractor, in its judgment, believes may potentially bring financial or other harm to the Contractor, the Owner, or other parties associated or affected by the Project, the Contractor, at its option, after serving three (3) days' written notice, unless the condition specified in such notice shall have been eliminated within such three (3) days, without voiding the other provisions of this Subcontract and without notice to the sureties, may (i) take such steps as are necessary to overcome the condition, in which case the Subcontractor shall be liable to Contractor for the cost thereof, (ii) terminate for default Subcontractor's performance of all or a part of the Subcontract work, or (iii) obtain specific performance or interlocutory mandatory injunctive relief requiring performance of Subcontractor's obligations hereunder, it being agreed by Subcontractor that such relief may be necessary to avoid irreparable harm to Contractor and/or the Owner. In the event of termination for default, Contractor may, at its option, (a) enter on the premises and take possession, for the purpose of completing the Work, of all materials and equipment of Subcontractor, (b) take assignment of any or all of Subcontractor's subcontracts and purchase orders, and/or (c) either itself or through others complete the work by whatever method Contractor may deem expedient. In case of termination for default, Subcontractor shall not be entitled to receive any further payment until the Work shall be fully completed and accepted by the Owner and payment in full made by the Owner. At such time, if the unpaid balance of the price to be paid hereunder shall exceed the expense incurred by Contractor including overhead and profit, such excess shall be paid by Contractor to Subcontractor. If such amount shall exceed such unpaid balance, the Subcontractor shall pay Contractor the difference on demand.

b. If Contractor wrongfully exercises its option under paragraph (a)(i) above, that action shall be treated as a deductive change. If Contractor wrongfully exercises its option under paragraph (a)(ii) above, that termination for default shall be considered a termination for Contractor's convenience and Subcontractor shall be entitled to the applicable compensation provided in paragraph (c) below. Subcontractor's remedies under this Section 5. shall be exclusive. Nothing herein shall bar withholdings by Contractor permitted by other provisions of this Subcontract.

c. Contractor shall have the right to terminate for convenience Subcontractor's performance of all or a part of the Work by providing Subcontractor with a written notice of termination for convenience, to be effective upon receipt by Subcontractor. If there has been a termination of Contractor's contract with the Owner, the Subcontractor shall be paid the amount due from the Owner for its Work, as provided in the Contract Documents, after payment therefor by the Owner to Contractor. If Contractor's contract has not been terminated, Subcontractor shall be paid the reasonable value of Work performed by Subcontractor prior to termination plus reasonable direct close-out costs but in no event shall Subcontractor be entitled to unabsorbed overhead or anticipatory profit. If no Work has been performed by Subcontractor at the time of termination, Subcontractor shall be paid the sum of \$100.00 for its undertaking an obligation to perform.

6. Subcontractor's Liability

a. Subcontractor hereby assumes the entire responsibility and liability for all services, work, supervision, labor and materials provided hereunder, whether or not erected in place, and for all plant, scaffolding, tools, equipment, supplies and other things provided by Subcontractor until final acceptance of work by the Owner. In the event of any loss, damage or destruction thereof from any

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cause, Subcontractor shall be liable therefor, and shall repair, rebuild and make good said loss, damage or destruction at Subcontractor's cost.

b. Subcontractor shall be liable to Contractor for all costs Contractor incurs as a result of Subcontractor's failure to perform this Subcontract in accordance with its terms. Subcontractor's failure to perform shall include the failure of its lower-tier subcontractors and suppliers to perform. Subcontractor's liability shall include but not be limited to (1) damages and other delay costs payable by Contractor to the Owner; (2) Contractor's increased costs of performance, such as extended overhead and increased performance costs resulting from Subcontractor-caused delays or improper Subcontractor work; (3) warranty and rework costs; (4) liability to third parties; (5) excess re-procurement costs; (6) consultants' fees; and (7) attorneys' fees and related costs.

c. If any person (including employees of Subcontractor) suffers injury or death or any property is damaged, lost or destroyed, as a result, in whole or in part, of Subcontractor's acts or omissions, whether or not involving negligence of Subcontractor, his employees, agents or lower-tier subcontractors, Subcontractor assumes the liability therefor and shall indemnify and hold harmless therefrom the Owner and Contractor and their members, officers, directors, agents, servants, employees, lenders and sureties (collectively, "Indemnified Parties"). With respect to any action involving Subcontractor's acts or omissions, (i) Subcontractor shall at its own expense defend the Indemnified Parties, and (ii) Subcontractor shall pay all costs and expenses, including attorneys' fees, of, and satisfy all judgments entered against, the Indemnified Parties. Nothing herein shall preclude Contractor from participating in any such defense. Subcontractor's assumption of liability herein is in addition to assumption of all liabilities on account of or in any way related to the Work which Contractor has assumed under the Contract Documents or under agreements with third parties who may be affected by construction of the Project.

d. In the event that Subcontractor or any of its agents, employees, suppliers, or lower-tier subcontractors utilize any machinery, equipment, tools, scaffolding, hoists, lifts or similar items belonging to or under the control of Contractor, Subcontractor shall be liable to Contractor for any loss or damage (including personal injury or death) which may arise from such use, except where such loss or damage shall be due solely to the negligence of Contractor employees operating Contractor-owned or Contractor-leased equipment.

e. Subcontractor's assumption of liability is independent from, and not limited in any manner by, the Subcontractor's insurance coverage obtained pursuant to Section 7 below, or otherwise. All amounts owed by Subcontractor to Contractor as a result of the liability provisions of this Subcontract shall be paid upon demand. To the extent Subcontractor's professional liability insurance carrier (or the provider of any other professional liability insurance applicable to the Work) does not permit Subcontractor from defending the Indemnified Parties as required hereunder, Subcontractor shall not be required to provide such defense, but shall be responsible for all costs incurred by the Indemnified Parties in connection with such defense as set forth above.

7. Insurance.

a. Prior to commencing Work hereunder, Subcontractor shall procure, with all of the Indemnified Parties as additional insureds (except with respect to worker's compensation and professional liability insurance) and thereafter maintain, at its own expense until expiration of Subcontractor's obligations under the Subcontract, insurance coverage required by Attachment "D" with insurers, in amounts and in all other respects satisfactory to Contractor. Subcontractor shall furnish a certificate evidencing such insurance which shall contain the following statement: "Ten (10) days written notice of cancellation or change will be given to Contractor before any cancellation or any change of this policy will be effective." In the event of any cancellation or any policy change not acceptable to Contractor, Contractor reserves the right to provide proper insurance coverage for that canceled or changed policy and to charge any premium expense thereof to Subcontractor and to deduct such costs from any amounts due or becoming due to Subcontractor hereunder.

b. Subcontractor waives all rights of recovery against Contractor, the Owner, and such other parties as are required by Contractor and/or the Contract Documents, for losses within the scope of Subcontractor's insurance.

c. Upon request, Subcontractor shall provide Contractor with certified copies of insurance policies required by Article 7.a.

8. Settlement of Disputes

a. In the event of any dispute involving the Work performed or to be performed, Contractor shall issue a decision which shall be followed by Subcontractor, without interruption, deficiency, or delay. If Subcontractor does not agree with such decision, Subcontractor may make a claim and the matter shall be resolved as set forth in this Section 8. If the Subcontractor prevails, Subcontractor's sole remedy shall be an equitable adjustment determined as provided below. In addition to notice required by the Contract Documents, notification of any claim for the equitable adjustment must be asserted in writing not later than ten (10) days after

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Subcontractor's knowledge of the claim, and if subsection b. below is applicable, within sufficient time to allow Contractor to give notice to the Owner under the Contract Documents.

b. In case of any dispute between Contractor and Subcontractor, in any way relating to or arising from any act or omission of the Owner or involving the Contract Documents, Subcontractor agrees to be bound to Contractor to the same extent that Contractor is bound to the Owner, by the terms of the Contract Documents, and by any and all preliminary and final decisions or determinations made thereunder by the party, board or court so authorized in the Contract Documents or by law, whether or not Subcontractor is a party to such proceedings. In case of such dispute, Subcontractor will comply with all provisions of the Contract Documents allowing a reasonable time for Contractor to analyze and forward to the Owner any required communications or documentation. Contractor will, at its option, (1) present to the Owner, in Contractor's name, or (2) authorize Subcontractor to present to the Owner, in Contractor's name, all of Subcontractor's claims and answer the Owner's claims involving Work, whenever Contractor is permitted to do so by the terms of the Contract Documents. Contractor will further invoke on behalf of Subcontractor, or allow Subcontractor to invoke, those provisions in the Contract Documents for determining disputes. If such dispute is prosecuted or defended by Contractor, Subcontractor, at its own expense, agrees to furnish all documents, statements, witnesses, and other information required by Contractor and to pay or reimburse Contractor for all costs incurred by Contractor in connection with the dispute including attorneys' fees. The Subcontract price shall be adjusted by Subcontractor's allocable share of any recovery from the Owner, after deduction of Contractor's costs on account thereof.

c. To the extent not resolved under paragraph b above, any dispute between Contractor and Subcontractor shall, at Contractor's sole option, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. If Contractor elects to arbitrate, then the arbitration shall be in the District of Columbia. The foregoing agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. Upon its request, Contractor shall be entitled to consolidation or joinder of any arbitration involving Subcontractor with related arbitrations involving other parties. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction. If Contractor notifies Subcontractor that Contractor contends any arbitration or lawsuit brought under this paragraph c involves a controversy within the scope of paragraph b, the dispute process shall be stayed until the procedures under paragraph b. are completed. In the event of any lawsuit under this clause, the Courts of the District of Columbia shall have sole and exclusive jurisdiction. DUE TO THE SPECIALIZED NATURE OF CONSTRUCTION LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY. Subcontractor hereby consents to jurisdiction and venue in the District of Columbia.

9. Warranty

Subcontractor warrants its work hereunder to Contractor on the same terms, and for the same period, as Contractor warrants the work to the Owner under the Contract Documents; and, with respect to the Work, Subcontractor shall assume all warranty obligations and responsibilities of Contractor under the Contract Documents.

10. Assignment and Subcontracting

a. Subcontractor shall not assign or transfer this Subcontract, or funds due hereunder, without the prior written consent of Subcontractor's surety, if any, and Contractor. Contractor shall not unreasonably withhold its consent to the assignment of funds due hereunder. Sub-subcontractors and suppliers of Subcontractor are subject to the provisions of this Subcontract, and Subcontractor shall insert in Subcontractor's subcontracts and purchase orders all provisions required by the Contract Documents or necessary to enable Subcontractor to comply with the terms hereof. Subcontracting by Subcontractor shall not abrogate any obligation of Subcontractor under this Subcontract.

b. Subcontractor, by execution of this Subcontract, contingently assigns to Contractor all Subcontractor's subcontracts and purchase order. The assignment of each of Subcontractor's subcontracts shall take effect only upon Subcontractor's termination for default under Section 5. and Contractor's affirmative acceptance of the assignment of the specific subcontract or purchase order by written notice to Subcontractor and Subcontractor's subcontractor. Contractor shall have no liability to any of Subcontractor's subcontractors or suppliers unless and until Contractor affirmatively accepts the assignment as provided above.

11. Patents and Royalties

Except as otherwise provided by the Contract Documents, Subcontractor shall pay all royalties and license fees which may be due with respect to its Work. Subcontractor shall defend all suits or claims for infringement of any patent rights that may be brought against Contractor or the Owner arising out of its Work, and shall be liable to Contractor and the Owner for all loss, including all costs and expenses, on account thereof.

Project Name:

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Contract No.:

12. Taxes and Permits

a. Except as otherwise provided by the Contract Documents, Subcontractor agrees to pay and comply with and hold Contractor harmless against the payment of all Federal, state and local contributions, taxes, duties or premiums arising out of the performance of this Subcontract, and all sales, use or other duties or taxes of whatever nature levied or assessed against the Owner, Contractor, or Subcontractor arising out of this Subcontract, including any interest or penalties. Subcontractor waives any and all claims for additional compensation because of any new duties or taxes or any increase in the aforementioned duties or taxes unless payment therefor is specifically provided for in the Contract Documents.

b. Subcontractor shall obtain and pay for all permits, licenses, fees and certificates of inspection necessary for the prosecution and completion of the Work. Subcontractor shall arrange for all necessary inspections and approvals by public officials.

13. Interpretation of Contract Documents

a. It is the intention of the parties that all terms of this Subcontract are to be considered as complementary. However, in the event that such an interpretation is not possible, the order of precedence of the documents forming this Subcontract shall be (1) modifications of any documents forming part of this Subcontract; (2) this Subcontract, unless the Contract Documents impose a higher standard or greater requirement on Subcontractor, in which case the Contract Documents; (3) the Contract Documents, unless the provisions of (2) apply.

b. In the event of a conflict between or among modifications, the later in date shall prevail; in the event of a conflict between or among the terms of this Subcontract, the higher standard or greater requirement for Subcontractor shall prevail; and in the event of a conflict between or among the terms of the Contract Documents, the higher standard or greater requirement for Subcontractor shall prevail.

c. Except as otherwise provided, all references herein to days shall be to calendar days.

d. Termination hereunder shall not relieve Subcontractor from obligations in connection with Work performed prior to termination, including, but not limited to, provisions regarding indemnification, or abrogate any provisions herein dealing with resolution of disputes.

14. Miscellaneous

a. The Subcontract shall not be assigned or conveyed by either party.

b. This Subcontract constitutes the entire understanding between the parties. Any alteration or modification to this Subcontract shall be in writing and signed by both parties. The forbearance of any right hereunder in the instance of any one or more violations of any provision herein contained shall not constitute a waiver of any of the terms and conditions of this subcontract on that occasion or in the future. If one or more of the provisions of this Subcontract or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions hereof and any application thereof shall in no way be affected or impaired.

This Subcontract executed the day and year first written above.

CONTRACTOR:

SUBCONTRACTOR:

By: _____

By: _____

Date: _____

Date: _____

Project Name:

Job No.:

Contract No.:

All details, standard provisions and code requirements that are incorporated by reference in any of the Contract Documents or required normally to complete a project of this type are part of this Subcontract and will be enforced.

Contract Documents are as follows:

Standard form of Agreement Between Owner and Contractor dated _____, 201_, including all Exhibits attached.

Supplemental General Conditions for this project are as follows:

1. Within fifteen (15) days of receipt of this Subcontract, your firm must submit the following:
 - a. The necessary insurance certificate required by the Subcontract (See Attachment "D" of this Subcontract). The Subcontract **number** and **location of the project must** be shown in the space provided (under description on Certificate of Insurance). No work on site can commence until a proper insurance certificate has been received. Failure to provide an insurance certificate prior to scheduled start date will constitute a delay to the project.
 - b. An itemized payment breakdown, listing the value of material and/or labor for each item of work your firm is performing, on AIA Document G702 and G703.
 - c. A list of drawings, schedules, brochures, and samples that your firm intends to submit to meet the Subcontract requirements. A complete submittal schedule must be forwarded for your work within two (2) weeks of the award of this subcontract.
 - d. A list of the names of your major Subcontractors and/or suppliers, with area code and phone number. A listing of fabrication, delivery, and installation schedules for the major aspects of your work. Subcontractor will immediately advise the Contractor of any events or conditions which would delay or change these schedules in any way.
2. Failure to receive your signed Subcontract and any of the above items will delay the processing and payment of your monthly requisition.
3. Subcontractor's application for payment shall be made on AIA Document G702 and G703. These applications for payment are due in Contractor's main office, by the 20th of each month for work in place and material acceptably stored through the end of each month.
4. Subcontractor is expected to clean up his trash on a daily basis. If this requirement is not met after 24 hours notice from Contractor. Contractor reserves the right to complete the work and bill the Subcontractor for the necessary trash clean up and the pro-rated amount of any dump charges. Any products or items utilized in the performance of this Work not suitable for disposal in a dumpster will be the responsibility of the Subcontractor to remove from the site and ensure proper disposal.

In addition to the aforementioned clean up, Subcontractor will provide adequate manpower for the sole purposes of cleaning up unidentified debris, i.e., snack and lunch trash, newspaper, etc. This clean up will be performed on a daily basis or as designated by the Contractor.

In the event that the Contractor is fined by OSHA or any other governmental agency for any safety violation for which this Subcontractor is responsible, the Subcontractor will be solely responsible for the cost of the fine and Contractor will deduct the amount of the fine from the Subcontract amount. The parties acknowledge and agree that the Contractor's responsibility for review, monitoring and coordination of the safety programs of Subcontractors shall not extend to direct control over execution of Subcontractors' safety programs. Each Subcontractor shall remain the controlling employer with respect to its portion of the Work and shall be responsible for the safety programs and precautions applicable thereto as well as the activities of others' work in areas designated to be controlled by such Subcontractor.
5. Subcontractor is required to conduct weekly safety meetings.
6. The Subcontractor will not be allowed to make substitutions except as authorized by the Contractor. Subcontractor will be responsible for any delays or additional costs that are a result of substitutions. Deficiencies in substitutions are the sole responsibility of Subcontractor including any changes to other work resulting from the proposed substitution.
7. Subcontractor is to ensure that all materials are delivered at the time required. If any items of material cannot be delivered timely, thereby causing delay in the Work, Subcontractor is to notify Contractor immediately. Storage of materials on site will be restricted and material deliveries, jobsite offices, etc., must be coordinated with Contractor. Subcontractor will provide

Project Name:

Job No.:

Contract No.:

Contractor with a 48-hour notice of all deliveries to the jobsite. Contractor reserves the right to refuse any deliveries that Subcontractor has not coordinated or given proper notification for. Subcontractor shall be accountable for all impacts associated with any delivery refused under these circumstances.

8. Subcontractor will perform all cutting and/or patching associated with his work unless specifically excluded in this agreement.
9. Every effort has been made to set forth in the Subcontract and Contract Documents the complete scope of this Subcontract. The Subcontractor is nevertheless cautioned that minor omissions or discrepancies in the Contract Documents and Subcontract shall not excuse him from providing a complete Project in accordance with the intent of the Subcontract. It will be the responsibility of the Subcontractor to bring any conflicts, omissions, or discrepancies to the attention of the Contractor. After execution of the Subcontract, the Subcontractor will be deemed to have included the most expensive manner of completion.
10. Subcontractor shall furnish adequate manpower and materials in a timely fashion in order to keep pace with the job progress. If Contractor determines that job progress is suffering, Subcontractor shall work overtime and/or increase manpower at no additional cost to Contractor. Saturday will be considered a make-up day for lost time during the week. Time is of the essence. Subcontractor will perform diligently, without compromise to quality, to mutually agreed upon master and short term schedules and milestones provided by Contractor.
11. The Contractor may at any time during the progress of this Work make additions to, alterations in, or deviations from the Contract Documents or scope of work and the Subcontractor shall diligently perform the Work as altered when directed in writing by the Contractor. No changed work shall be considered as extra unless authorized in writing in advance, by the Contractor.

In the event of any dispute concerning the scope of work or the amount of compensation payable, there shall be no delay or work stoppage by reason thereof and the Subcontractor will diligently proceed with the Work upon written directive from Contractor, subject to any later determination of the rights of the parties.

12. Right to Know Law:

Provide the Contractor with a chemical information list for all chemicals and hazardous materials to be used on site by Subcontractor. This is to satisfy the Hazardous Toxic Substance Right to Know Law. Further, this is to inform Subcontractor that the Contractor maintains its complete Hazardous Material Program Chemical Information List and Material Safety Data Sheets inside of the Site Manager's office. Subcontractor is entitled to a copy of the chemical information list. Subcontractor shall observe and comply with Safety requirements of the 29CFR1926 OSHA standards for hazard communication program.

13. Subcontractor understands the intent of the Contract Documents is to call for finished work, tested, and ready for operation. Any apparatus, appliances, materials, or work not indicated on the drawings but mentioned in Specifications or vice versa, necessary to make the Work complete and perfect in all respects and ready for operation, shall be furnished, delivered and installed by the Subcontractor without additional expense to Contractor.
14. Subcontractor is responsible for the complete layout of his work including the timely coordination of his work with other trades. Control Lines will be provided on a floor-by-floor basis by others, and are to be coordinated with Subcontractor's activities.
15. A 'punchlist' will be issued by the Contractor after the Subcontractor completes his work. Subcontractor shall complete punch lists within one working week after notification.
16. Subcontractor will be responsible for providing and locating all necessary sleeves and/or openings for his work in the decks and/or masonry walls in a timely manner, so as not to delay any other operations. Subcontractor will be responsible for monitoring and insuring the correct placement of his sleeves and openings. Any corrective work necessary for locating and installing sleeves and/or openings will be the responsibility of this Subcontractor, including structural repairs, fireproofing, x-rays and sealing, etc. Core drilling and cutting locations to be pre-approved by Contractor prior to commencement of the Work.
17. It will be the responsibility of this Subcontractor to maintain an up to date as-built set of drawings for his entire scope of work. As-built drawings may be subject to periodic review by Contractor. Final Payments may be retained until satisfactory as-built drawings have been delivered to the Contractor.
18. There shall be no cost escalation for the duration of the project.
19. No work will commence or construction equipment start-up before 7:00 AM on Monday through Friday, and 8:00 AM on Saturday. Subcontractor will be responsible for the actions of all employees, subcontractors, vendors and truck drivers utilized in the performance of this contract. Idling trucks prior to authorized start time will also not be allowed.

Project Name:

Job No.:

Contract No.:

20. Subcontractor will properly stage truck and equipment movements to mitigate impacts to the surrounding community. Provide any required traffic control measures for your work, including signage, barricades, and flagmen to mitigate any impact to travel on streets adjacent to the site.
21. Under no circumstances shall adjacent property owner's driveways, delivery/receiving areas or trash removal services be impeded in any way.
22. Extra work tickets will not be honored unless signed by Contractor. It is the responsibility of the Subcontractor to submit extra work tickets, for signature, to the Contractor on a daily basis. Contractor reserves the right to refuse any extra work ticket received more than 24 hours after the performance of the work. Extra work performed on ticket must be priced and submitted within ten (10) working days of said ticket or such will be considered void. Subcontractor will limit mark-up on change order work not to exceed 10% overhead and 5% profit on self-performed work, and 10% total on work performed by subcontractors of all tiers.
23. It is the intent of this Agreement that the Work performed pursuant thereto be complete and acceptable in every respect. The descriptions of the Work included herein are clarifications of specific items and are not intended to limit the scope of work required or reasonably inferred for complete systems per the Contract Documents.
24. Subcontractor will submit a completed Subcontractor Daily Report form to Contractor on a daily basis.
25. Subcontractor is responsible for the immediate replacement and restoration of any perimeter fencing or fall protection devices removed during the performance of the work.
26. No smoking will be allowed in the building once it is closed in.
27. Subcontractor will give Contractor 48-hour notice prior to all required testing and inspections. Additionally, Subcontractor will also give 24-hour notice of intent to perform any overtime or off-hours work.
28. Subcontractor will work in cooperation with the testing agency and will allow reasonable time for inspections to take place, and will not cover up any untested work. Subcontractor will report to Contractor immediately upon discovery any conditions not in compliance with plans and specifications.
29. Construction personnel are not to loiter on the site, nor are they to congregate at adjacent properties, impede business establishments, the neighborhood or harass pedestrians in any way. Unacceptable behavior will result in employee's removal from the project. Subcontractor shall be responsible for notifying all employees, subcontractors, vendors, truck drivers, and deliveries utilized in the performance of their work of the project rules and regulations.
30. Parking for Subcontractor personnel is the responsibility of the Subcontractor.
31. All work, including material and labor, carries a full warranty of two years, unless otherwise required by law or contract. Any work performed under warranty will be coordinated directly with the unit owner unless otherwise directed by Contractor. Subcontractor will provide competent supervision while performing warranty related work. Any warranty work performed shall extend warranty for that specific work.

This Subcontract includes the furnishing of all labor, material, tools, equipment, scaffolding, hoisting, drawings, applicable taxes and permits, and proper competent Supervision necessary and incidental to expeditiously perform all Hazardous Material Abatement found in and required by ECS Hazardous Material Survey Report for Riverside Baptist Church dated October 7, 2016, in accordance with all applicable District of Columbia, DOEE, EPA, and OSHA regulations. This scope of work includes, but is not limited to, the items listed below:

The Wharf – Phase 2 Abatement and Hazardous Material Removal

EXHIBIT

CBE AND FIRST SOURCE AGREEMENTS

EXCERPT FROM “PRIVATE IMPROVEMENTS CONSTRUCTION AGREEMENT”

ARTICLE IV

REQUIRED LABOR/TRADE APPRENTICESHIP AND TRAINING PROGRAM

Section 4.1 Master Developer Commitment. During the development of the Development Property, Master Developer, working in collaboration with general contractors and community partners, shall use Commercially Reasonable Business Efforts to recruit capable employees, apprentices and trainees from the community. Together with local agencies, federal agencies and building trades, Master Developer shall also develop an effective employment and apprenticeship plan for the development of the Development Property using pre-apprenticeship programs and registered apprenticeship programs. Master Developer, by itself or through its affiliates and/or contractors, shall also establish a pre-apprenticeship program, working with organizations with proven track records to provide the life skill, job readiness, and post-employment support to D.C. residents so they are both prepared to enter into registered apprenticeship programs and also achieve long-term success. As part of these efforts, the general contractors may administer their own pre-apprenticeship and registered apprenticeship programs or participate in outside registered apprentice programs run by community partners such as those provided by the trade unions or trade associations. Additionally, in furtherance of the commitment made by Master Developer, Master Developer shall undertake the following actions.

- (a) Intentionally omitted from excerpt.
- (b) Intentionally omitted from excerpt.
- (c) Intentionally omitted from excerpt.
- (d) Intentionally omitted from excerpt.
- (e) Intentionally omitted from excerpt.
- (f) Master Developer shall include the provisions set forth herein at Section 4.4 in all construction contracts entered into with general contractors for the construction of Parcel Improvements; however, the clauses prescribed for construction contracts entered into with general contractors in Section 4.4 shall only apply directly to Master Developer if itself is a general contractor for the construction of improvements upon the Parcels.

Section 4.2 Intentionally omitted from excerpt.

Section 4.3 Information. To the extent information is in its possession or can be obtained with Commercially Reasonable Business Efforts, Master Developer shall promptly provide to GSA upon GSA’s written request, information reasonably sought regarding Master Developer’s compliance with this Article IV, provided, however, that to the extent such information relates to the activities of the general contractors and is not in Master Developer’s possession, Master Developer shall use Commercially Reasonable Business Efforts to promptly provide to GSA upon GSA’s written request the information reasonably sought regarding the general contractors’ compliance with the clauses and requirements to be included in construction contracts pursuant to this Article IV.

Section 4.4 Contractual Provisions; Contractor Requirements. Master Developer shall cause the construction contracts entered into with general contractors for construction of Parcel Improvements upon the Parcels (excluding contracts solely for supplies and materials) to include (A) the clause at 48 C.F.R.

Section 52.222-9, as amended, (B) a clause requiring such general contractors to participate in apprenticeship programs with registered apprenticeship programs that maintain their status as registered apprenticeship

programs and are operated in accordance with the requirements set forth in 29 C.F.R. Part 29, and (C) a clause requiring such general contractors, except when not commercially reasonable to do so (such commercial reasonableness shall be determined based upon many factors, including, without limitation, the number of employees performing work under the subcontract, the nature of the work to be performed under the subcontract, and the period of training required), to cause their respective subcontracts for construction of such Parcel Improvements to include the clauses set forth in the foregoing items (A) and (B) with respect to subcontractors under such subcontracts. In addition, Master Developer shall cause the construction contracts entered into with general contractors for construction of Parcel Improvements upon the Parcels to include (Y) a clause requiring such general contractors to promptly provide to GSA upon GSA's, or Master Developer's, written request the information reasonably sought regarding such general contractor's and its subcontractors' compliance with the clauses and requirements to be included in the construction contracts pursuant to this Article IV, including the following information (including, without limitation, the requirements of Section 4.5 below), and (Z) a clause requiring such general contractors to cause their respective subcontracts for construction of such Parcel Improvements to include a clause requiring such subcontractors to promptly provide to GSA upon GSA's or Master Developer's written request the information reasonably sought regarding such subcontractor's compliance with the clauses and requirements to be included in the construction contracts pursuant to this Article IV (including, without limitation, the requirements of Section 4.5 below), in each case (Y) and (Z), including the following information:

- (a) the trades to be subcontracted and those to be self-performed by the general contractor;
- (b) the percentage of trades (and subcontracts), if any, to be awarded to entities using registered apprenticeship programs (if the general contractor is self-performing, identifying this information as it applies to such trades);
- (c) with respect to any such trades or subcontracts to be awarded to registered apprenticeship programs, the target number of apprenticeships to be employed, as well as the plan for recruitment and training of apprenticeships;
- (d) information on any new pre-apprenticeship or apprenticeship programs to be initiated as a result of the Parcel Improvements; and
- (e) a complete list of specific training courses used by the registered apprenticeship programs, together with the following information regarding any safety training provided for registered apprentices: (i) approximately how much time is devoted to safety training by craft, and (ii) what steps are taken to ensure that the safety training is conducted in an effective manner.

Section 4.5 No Changes. The registered apprenticeship programs used in the construction of Parcel Improvements upon the Parcels shall be subject to approval by GSA, which approval shall not be unreasonably withheld, conditioned or delayed, and may not be materially changed without GSA's prior written approval, which shall not be unreasonably withheld, conditioned or delayed, provided, however, GSA's approval of any such change shall not be required if any such change results in requirements in excess of those GSA originally approved or is due to requirements of federal, state or local laws, statutes, rules, regulations, ordinances, codes, requirements, judicial and administrative orders, consents, decrees, writs, injunctions and judgments, to the extent such laws and other matters are in addition to others that might otherwise apply. Master Developer shall cause the construction contracts for all general contractors for construction of Parcel Improvements upon the Parcels to include (A) the requirements set forth in this Section 4.5, and (B) a clause requiring such general contractors to cause their respective subcontracts for construction of such Parcel Improvements to include the requirements set forth in this Section 4.5.

EXHIBIT L

PRICA, First Source and CBE Requirements

Annex 2 – First Source Fact Sheet

THE D.C. DEPARTMENT OF EMPLOYMENT SERVICES FIRST SOURCE EMPLOYMENT AGREEMENT PROGRAM

EMPLOYER FACT SHEET

PURPOSE

The purpose of the First Source Employment Agreement (FSEA) Program is to ensure that District residents are given priority for new jobs created by municipal financing and development programs.

LEGISLATIVE AUTHORITY

Mayor's Order 83-265, D.C. Law 5-93 as amended, D.C. Law-14-24 and the Way to Work Amendment Act of 2006.

WHAT IS A FIRST SOURCE EMPLOYMENT AGREEMENT?

You will complete and sign the First Source Employment Agreement as part of your contractual documents with the District of Columbia Government. For the purposes of First Source, contractual documents are considered financial loans, bonds, tax increment financing, zoning applications, financial banking institutions which serve as a repository for \$1 million or more of District funds, street or alley closings, leasing agreements of real property for one year or more, Exclusive Right Agreements, grants, contracts, and subcontracts. The only retail or commercial tenants that must comply with First Source Agreements are ones that are the direct beneficiaries of District government economic development action, including tax abatement and land transfers for public development.

Signing a First Source Employment Agreement means you agree to use the D.C. Department of Employment Services (DOES) as your *first source* in recruiting and hiring for new jobs created by the government-assisted project.

REQUIREMENTS & EXEMPTIONS

Requirements

- Beneficiaries of government-assisted projects of \$100,000 or more must enter into a First Source Employment Agreement.
- 51% of new hires must be District residents.
- 35% of new apprentices and trainees must be DC residents.
- These provisions apply to contractors as well as subcontractors.
- DOES requiring employer to submit monthly contract compliance reports and are subject to on-site monitoring.

Exemptions

- Nonprofit organizations with 50 or less employees.
- Jobs to be filled by current employees.
- Contractors outside the Washington Standard Metropolitan Statistical Area that will perform no work in the area.
- Jobs to be filled by laid-off workers.
- If a labor agreement conflicts with any labor or government regulation, these laws prevail.

WAIVERS

By law, the Contracting Officer may waive the provision that 51% of new employees must be District residents if:

- A good faith effort to comply is demonstrated by the employer.
- Employer enters into a workforce development training or placement arrangement with DOES.
- DOES certifies an insufficient number of DC residents in the labor market possess the required skills.

PENALTIES AND APPEALS PROCESS

The Contracting Officer may impose penalties, including monetary fines of 5% of the direct and indirect costs of the contract, for the following:

- Willful breach of the employment agreement.
- Failure to submit contract compliance reports.
- Deliberate submission of falsified data.

Employers may appeal a decision of the Contracting Officer to the Contract Appeals Board as provided in the contract.

BENEFITS TO EMPLOYERS

- **Recruitment** –Your jobs will be advertised through the DOES' Virtual One-Stop System at www.dcnetworks.org, schools, including colleges, Advisory Neighborhood Commissions, community organizations, and various media outlets.
- **Reduce interviewing time** – DOES will recruit, pre-screen, and refer qualified applicants to fulfill your hiring needs, while employer maintains its privilege to make all decisions on hiring new employees.
- **Tax Credits** – Successful hiring from several targeted groups can qualify businesses for tax credits through the Work Opportunity Tax Credit Program: up to \$2,400 per eligible employees during the first year of employment and up to \$1,200 for summer youth.

Interested? Contact The D.C. Department of Employment Services, Office of Employer Services, First Source Employment Agreement Program, 4058 Minnesota Ave, N.E. Rm. 3000. Washington, DC 20019. T: 202.698.6001/F: 202.698.5717

Government of the District of Columbia
Vincent Gray, Mayor



Department of Employment Services
Lisa Mallory, Director

EXHIBIT L

PRICA, First Source and CBE Requirements

Annex 3 – First Source Employment Agreement



Government of the District of Columbia
FIRST SOURCE EMPLOYMENT AGREEMENT



Contract Number: _____

Employer Name: _____

Project Contract Amount: _____

Employer Contract Award: _____

Project Name: _____

Project Address: _____ 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 _____, hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral, and placement of new hires or employees for all new jobs created by the Project. The Employer will hire 51% District of Columbia residents for all new jobs created by the Project, and 35 % of all apprenticeship hours be worked by DC residents employed by EMPLOYER in connection with the Project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

I. GENERAL TERMS

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

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

II. RECRUITMENT

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

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

III. REFERRAL

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

IV. PLACEMENT

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

V. TRAINING

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

VI. CONTROLLING REGULATIONS AND LAWS

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

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

VII. EXEMPTIONS

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

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

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

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

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

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

IX. LOCAL, SMALL, DISADVANTAGES BUSINESS ENTERPRISE

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

If yes, certification number: _____

X. APPRENTICESHIP PROGRAM

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

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

XI. SUBCONTRACTOR

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

If yes, name of prime contractor: _____

Dated this _____ day of _____ 20_____

Signature Dept. of Employment Services

Signature of Employer

Name of Company

Address

Telephone

E-mail

EMPLOYMENT PLAN

NAME OF EMPLOYER: _____

ADDRESS OF EMPLOYER: _____

TELEPHONE NUMBER: _____ FEDERAL IDENTIFICATION NO.: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TYPE OF BUSINESS: _____

DISTRICT CONTRACTING AGENCY: _____

CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____

TYPE OF PROJECT: _____ CONTRACT AMOUNT: _____

EMPLOYER CONTRACT AMOUNT: _____

PROJECT START DATE: _____ PROJECT END DATE: _____

EMPLOYER START DATE: _____ EMPLOYER END DATE: _____

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

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

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

[illegible]

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

PRICA, First Source and CBE Requirements

Annex 4 – First Source Reporting Compliance

Government of the District of Columbia
First Source Employment Agreement Contract Compliance Form
Reporting Compliance with D.C. Law 14-24, Mayor's Order 83-265, and D.C. Law 5-93

Instructions:

To be completed by the employer and submitted on the 10th day of each month until completion of the project. Forward to:

Department of Employment Services (DOES)
4058 Minnesota Avenue, NE, Suite 3001
Washington, D.C. 20019
Telephone: (202) 698-5772/6001 Fax: (202) 698-5717 TTD: (202) 698-4817
Toll Free Number: 1-877-319-7346 Website: www.does.dc.gov

Reporting Period: _____, 2012

Name of Firm: _____

Address: _____

Contact Person: _____ E-mail: _____

Title: _____ Telephone Number: _____

Employer Federal Identification Number: _____

Contract/Loan Number: _____

Contracting District Agency: _____ Contracting Officer: _____

Project Location: _____

Contractor Start Date: _____ Projected End Date: _____

Prime Contractor/Subcontractor: _____

I. Vacancies, Referrals and Hires

Please provide monthly and cumulative statistics for the number of jobs created, referrals made, and hires.

	Reporting Month	Cumulative
Total Number of Vacancies Currently Available		
Total Number of Vacancies Listed with DOES		
Total Number of DOES Referrals Hired		
Total Number of District Residents Hired		
Total Number of New Hires		
Total Number of Current Employees Transferred to Work on Project		
Total Number of Current Employees (District Residents) Transferred to Work on Project		
Total Number of Employees Currently Working on the Site		

II. New Hires

List the name, social security number, job title, hire date and place of residence for all new hires. Referral sources are (1) DOES and (2) Other Referral Sources (specify).

[illegible]

III. Current Workforce

List the name, social security number, address, job title and hire date of all current employees working on the project this month. Attach additional sheets as needed

NAME	SSN	ADDRESS	JOB TITLE	HIRE DATE

IV. Transferred Employees

List the name, social security number, address, job title, and hire date for all of your employees who were transferred from other projects/contracts to work on this project. Attach additional sheets as needed.

NAME	SSN	ADDRESS	JOB TITLE	HIRE DATE

V. Terminations/Laid Off Employees

List the names of all employees employed on the project that were terminated, laid off and/or resigned during this reporting period. Attach additional sheets as needed.

NAME	SSN	JOB TITLE	TERMINATION DATE	PLACE OF RESIDENCE

VI. Indicate whether your firm is a subcontractor on this project: ☐ YES ☐ NO

If yes, name of your prime contractor: _____

VII. Comments:

Describe any problems you have experienced in meeting your job creation projections in implementing the First Source Employment Agreement.

Signature

Date

By submitting this monthly report to the Department of Employment Services (DOES), I certify that, to the best of my knowledge, the data contained in this report is true and accurate and that all information herein is supported by documented deliverables on file at the Prime Contractor's office.

EXHIBIT L

PRICA, First Source and CBE Requirements

Annex 5 – CBE Target Sector

CBE TARGET SECTOR LIST FOR THE YARDS

Archeologist
Architecture (Design Services and Schematic Design)
Civil Engineering
Environmental Consultant
Geotechnical Consulting & Services
Graphics Consultant
Interior Designers
Landscape Architecture
Marina Engineering/Consulting
Permit Expediting
Restaurant Designers
Structural Engineering
Sustainability Consultant Services (LEED)
Third Party Permit Review
Traffic & Parking Consultant
Waterfront Engineering

Construction

Carpeting/Flooring
Concrete
Earth Work
Electrical Contracting
Elevators (Manufacturing, Installation and Maintenance)
Fire Protection (Sprinkler Systems, Installation and Alarm Systems)
Foundations
General Contracting
Glass and Glazing (And, Related Installation Services)
High and Low Voltage Contracting
Materials & Supplies
Mechanical Contracting
Parking Meters
Plumbing
Roofing
Steel (And, Related Installation Services)
Trucking/Hauling
Utilities
Waterproofing

Miscellaneous

Catering
CBE/LSDBE Compliance & Reporting (Consulting)
Cleaning Services
Commercial Brokerage
Courier Services
Historical Preservation Consultant
Marketing Design Services
Mentor Protégé Consultant
Park Maintenance
Printing and Copy Services
Public Art Consulting
Title and Settlement Services

Submitted by:

Deborah Ratner Salzberg,
President (Forest City Washington)

Date: _____

Reviewed/Recommended by:

Antonio D. Hunter
Assistant Director, Business Opportunities and Access to Capital
(DSLBD)

Date: _____

Approved by:

Lee A. Smith III, Director (DSLBD)

Date: _____

EXHIBIT L

PRICA, First Source and CBE Requirements

Annex 6 – District of Columbia Employment Services – Apprenticeship Sponsor

Becoming an Apprenticeship Sponsor

What is Apprenticeship?

Registered Apprenticeship is a highly flexible training system that combines on-the-job learning and related classroom instruction, in which employees receive technical and practical training in numerous occupations in various industries. It offers a proven methodology that allows employers to establish the standards of proficiency required of its professionals.

How to become an Apprenticeship Sponsor with the D.C. Apprenticeship Council

An apprenticeship sponsor can be an individual employer, employer association or partnership between employers and labor unions (public and private). Employers and organizations applying for apprenticeship registration must develop apprenticeship standards, which is a written plan, embodying the terms and conditions for the employment, training and supervision of apprentices according to apprenticeship regulations. The D.C. Office of Apprenticeship staff is available to provide the necessary guidance and technical assistance in developing the required apprenticeship standards for approval consideration. The Apprenticeship Office staff also will conduct a workforce site analysis of the potential apprenticeship sponsors' facilities and workforce.

Mandatory Apprenticeship Requirement

Although registering apprenticeship programs is voluntary for all industries, the District of Columbia has a mandatory apprenticeship registration law known as D.C. Law 2-156. Any prime contractor, subcontractors, including tier-subcontractor whose contract amount is \$500,000 or more on a single contract or cumulative contracts within a twelve month period must register an apprenticeship program with the D.C. Apprenticeship Council. The mandatory apprenticeship requirement applies to new construction, renovation and information technology work on all District government assisted projects, including First Source. Thirty-five percent (35%) of apprenticeship hours worked on any government assisted project must be performed by District of Columbia residents.

What are Apprenticeship Standards?

A set of Apprenticeship standards is an organized and written plan, embodying the terms and conditions for employment, training and supervision of one or more apprentices. Apprenticeship standards also can include one (1) or more occupations along with a work-process, outlining the skilled tasks of the occupation(s) for on-the-job training.

DOES is an Equal Opportunity Employer/Provider.

Language interpretation services are available without cost.

Auxiliary aids and services are available upon request for individuals with disabilities.



Government of the District of Columbia
Adrian M. Fenty, Mayor

Basic Apprenticeship Standards Contents

Below are the 25 minimum basic standard items required for submitting proposed apprenticeship standards. Narratives for each item on the program implementation are also required.

Apprenticeship Standards	Items Description
Purpose	Describes purpose of the proposed apprenticeship program training.
Eligibility Requirements	Identify requirements for applicants to be eligible for apprenticeship consideration.
Selection Procedure	Identify notification, recruitment, selection and rating system for applicants.
Term of Apprenticeship	2000 hour of on-the-job training per year for any occupation.
Provision for Related Training	Standards must identify type(s) of related instruction or supplemental training apprentices will receive. Sponsor is responsible for apprentice(s) tuition.
Wages for Apprentices	Standards must show progressive wages in percentage for apprentices during the training period of apprenticeship.
Equal Employment Opportunity Pledge	Apprenticeship standards must include Equal Employment Opportunity Pledge according to D.C. State Plan.
Supervision of Apprentices	Ensure that apprentices will be under proper supervision
Safety	Standards must include safety of apprentices, both on-the-job and related instruction.
Registration of Apprentices	Standards must identify the procedures for official registration of apprentices with the D.C. Apprenticeship Council.
Notification	Standards must indicate that sponsor will notify the D.C. Office of Apprenticeship (Registration Agency) of all apprentice actions.
Probation Period	Probationary period for apprentices is 90 days.
Affirmative Action Plan	Identifies the recruitment and selection of minority and women apprentices according to D.C. State Plan.
Maintenance of Apprenticeship Record	All apprenticeship records must be maintained for 5 years. Apprenticeship sponsors must also identify a D.C. street address for maintaining apprenticeship records.
Complaint Procedures	Procedures for apprenticeship complaints must be included and be in accordance with D.C. Apprenticeship Council Rules and Regulations.
Deregistration of Apprenticeship Program	Apprenticeship programs may be voluntarily canceled by the apprenticeship sponsor, or the program can be deregistered by the Apprenticeship Council for cause.
Cancellation of Apprenticeship Agreement	Apprenticeship Registration Agreement may be voluntarily canceled by the apprentice, or the sponsor can canceled (terminated) apprentices' Agreement for cause.
Work Process	Each apprenticeship standards must include a work process that identifies the skilled task areas of the apprentice-able occupation(s).
Periodic Evaluation	Apprenticeship sponsor identifies assessment of apprentices' performance (on-the-job and related instruction) during the apprenticeship training period.
Completion Requirement	Apprenticeship sponsor will identify all apprentices, who successfully completes their apprenticeship training and request the Registration Agency to issue apprenticeship completion certificates.
Granting Advance Credit	Apprenticeship sponsors may grant apprentices credit(s) toward their apprenticeship training up to ¼ the apprenticeship term without D.C. Apprenticeship Council approval. Request to the Apprenticeship Council can be made for additional credits for the apprentice.
Provision for Modification or Amendment to Apprenticeship Standards	Apprenticeship sponsors may submit amendments and modifications to apprenticeship standards at any time during the program registration for approval. All proposed amendments and modifications must receive D.C. Apprenticeship Council approval prior to implementation.
Proper Signature(s) to Apprenticeship Standards	All apprenticeship standards must have proper signature(s) of the apprenticeship sponsor and Registration.
Apprenticeship Numerical Ratio	The D.C. Apprenticeship numerical ratio requires one (1) apprentice to every three (3) journey-workers employed.
Statement of Compliance	Standards must include statement indicating that sponsor's program will be operated in accordance with D.C. Rules and Regulations for Apprenticeship and the D.C. State Plan for Equal Employment Opportunity in Apprenticeship and Training.

EXHIBIT L

PRICA, First Source and CBE Requirements

Annex 7 – DSLBD – Quarterly Report

I, _____ of _____ swear or affirm this report is true and accurate.

(Name) (Title) (Company)

(Signature)

(Date)

Date of Expenditure (Date check issued to Subcontractor)	SBE/CBE Subcontractor Company Name	Certification # (Must be active at the time Goods/Services Provided & Payment Made)	FEIN	Total # of DC Resident Employees	SBE (Y/N)	CBE (Y/N)	DBE (Y/N)	Description of Goods / Services Provided by Subcontractor using its own organization and resources	VVF Included (Y/N)	Executed Subcontract Included or Previously Submitted (Y/N)	Total Subcontract Amount	If Lower Tier Subcontractors, portion of total subcontract dollar amount for goods/ services provided by this SBE/CBE Subcontractor using its own organization & resources	Actual Dollar Amount Spent this Quarter	Actual Dollar Amount Spent to Date
										\$0.00		\$0.00	\$0.00	

EXHIBIT L

PRICA, First Source and CBE Requirements

Annex 8 – Certified Business Enterprise Utilization and Participation Agreement

Construction Manager shall use good faith efforts to comply with the requirements that are set forth in the First Source Agreement attached hereto as Exhibit Q and the Certified Business Enterprise Agreement attached hereto as Exhibit V, to the extent such requirements are applicable to the Work. Notwithstanding the foregoing, Owner acknowledges that Construction Manager shall have no liability for failing to satisfy such requirements. The Construction Manager shall use good faith efforts to comply.

CERTIFIED BUSINESS ENTERPRISE UTILIZATION AND PARTICIPATION AGREEMENT

THIS CERTIFIED BUSINESS ENTERPRISE UTILIZATION AND PARTICIPATION AGREEMENT (this “**Agreement**”) is dated as of [DATE] and is made by and between the **DISTRICT OF COLUMBIA DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT**, (the “**DSLBD**”) and **FOREST CITY SEFC, LLC**, a District of Columbia limited liability company, or its designees, successors or assigns (the “**Developer**”).

RECITALS

A. Pursuant to a Development Agreement dated as of June 16, 2005 between the Developer and the General Services Administration, as such may be amended from time to time (the “**GSA Development Agreement**”), the Developer has contracted to acquire real property from the United States of America through the General Services Administration and intends to provide for the phased development of an approximately 42 acre site located in the southeast quadrant of the District and consisting of a portion of the Southeast Federal Center (the “**SEFC Development**”).

B. On June 6, 2006, the Council adopted Resolution 16-658, the “Payment In Lieu of Taxes Revenue Bonds Southeast Federal Center Project Approval Resolution of 2006”, as it may be amended (the “**Resolution**”). The Resolution provided for the establishment of a PILOT area (the “**SEFC PILOT Area**”) with respect to the SEFC Development and the issuance of one or more series of related PILOT bonds (“**PILOT Bonds**”) the proceeds of which are to be used as provided in the Resolution within the SEFC PILOT Area.

C. Pursuant to the authority set forth in the Resolution, the PILOT Act and the Home Rule Act, the District has determined to issue the PILOT Bonds from time to time for each Phase of the SEFC Development or portion thereof and enter into related SEFC PILOT Agreements upon the request of the Developer.

D. Concurrently with the execution of this Agreement, the District and the Developer will enter into a Development Agreement, which, among other things, sets forth the terms and conditions of the PILOT financing to be provided by the District and the Developer’s obligations with respect to the PILOT Bonds and the SEFC PILOT Area (the “**SEFC PILOT Development Agreement**”).

E. Pursuant to the SEFC PILOT Development Agreement, the Developer covenants that it has executed and will comply in all respects with this Agreement.

F. Capitalized terms not defined herein shall have the meaning assigned to them in the SEFC PILOT Development Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the receipt and adequacy of which is hereby acknowledged, DSLBD and Developer agree as follows:

ARTICLE I UTILIZATION OF CERTIFIED BUSINESS ENTERPRISES

Section 1.1 CBE Minimum Expenditure; Phases. The Developer shall hire and contract with, or will cause its contractors to hire and contract with Small, Local and Disadvantaged Business Enterprises, (each a “**CBE**,” and as defined in the Small, Local and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended (the “**Act**”), D.C. Law 16-33; D.C. Official Code § 2-218.02), in connection with the predevelopment and development portions of the SEFC Development, including, but not limited to, professional and technical services, construction management, construction trade work and suppliers, but excluding those areas listed on **Attachment 3**. Developer shall expend funds contracting and procuring goods and services from CBEs in an amount equivalent to *no less than* thirty-five percent (35%) (the “**CBE Minimum Expenditure**”) of the adjusted SEFC Development Budget as set forth in **Attachment 1** hereto (the “**SEFC Development Budget**”). The SEFC Development Budget will be a compilation of project budgets, each of which will be specific to a single building project within the SEFC Development (each a “**Project Budget**”). The Developer plans to develop the SEFC Development in three phases, each of which is preliminarily identified in **Attachment 2** (each, a “**Development Phase**”). The Developer, periodically, may adjust the starting and ending dates for each Development Phase and will give DSLBD prompt written notice of any such change.

Section 1.2 Phase CBE Plans. For each Development Phase, Developer shall expend with CBEs an amount not less than thirty-five percent (35%) of the budget for that Development Phase (the “**Contracting Target**”). Developer will inform DSLBD in writing of the beginning of each Development Phase at least thirty (30) days prior to its commencement and will provide DSLBD with its plan depicting Developer’s intended CBE utilization to obtain the Contracting Target for such Development Phase (each a “**Phase CBE Plan**”) and the Project Budget for each building in the Phase. Each Phase CBE Plan, also known as the CBE Utilization Plan, shall list all of the projected procurement and contract categories and estimated start-up and completion dates. Each Phase CBE Plan should indicate whether any items will be bid without restriction in the open market, or limited to CBEs. Each Phase CBE Plan shall be in a form to be developed to the mutual satisfaction of Developer and DSLBD and added to Attachment 2 and made a part of this Agreement. Developer shall submit to DSLBD written updates and modifications to each Phase CBE Plan and Project Budget as specified in Section 1.4.

Section 1.3 Capacity Building Incentives. Developer acknowledges that a priority of the District is to assist local businesses in developing greater capacity, technical capabilities and valuable experience, especially in areas of development and construction related services. To that end, the parties agree that Developer should receive a Reporting Bonus (defined below) for engaging in activities that are likely to create opportunities for CBEs. The Reporting Bonus will be applied by DSLBD to the current Contracting Target.

(a) Prior to the execution of this Agreement, the parties shall mutually devise a list of professional services, trade specialties or other vocational areas in which firms certified as Certified Business Enterprises either lack capacity, lack depth or in which such firms traditionally do not participate as prime contractors on development projects of this nature and size (e.g., sustainability consulting services, title and settlement services; construction

management; general conditions; commercial brokerage; sales and marketing; electrical contracting; mechanical contracting; and landscape architecture) and such list shall be attached hereto as **Attachment 3** and made a part of this Agreement (collectively, “**Target Sectors**”). The parties will revisit the composition of the Target Sectors periodically to mutually agree to revise and update them as necessary. For every dollar expended with a DBE (as defined in the Code) for services that fall within a Target Sector, Developer shall receive credit for \$2.00 against the current Contracting Target. For example, a \$200,000 contract award paid to an LSDBE Construction Management firm would be counted as \$400,000 by the Director when measuring Developer’s performance against the Contracting Targets. For every dollar expended with a CBE that is not certified as a DBE for services that fall within a Target Sector, Developer shall receive credit for \$1.75 against the current Contracting Target. For every dollar expended with a DBE for services that do not fall within a Target Sector, Developer shall receive credit for \$1.75 against the current Contracting Target (collectively, the credits are referred to as the “**Reporting Bonus**”). Every contract, purchase or task order (as applicable) issued by Developer to a CBE firm, either directly or indirectly, which Developer believes should qualify for the Reporting Bonus shall be subject to review and approval by the Director of DSLBD (the “**Director**”) solely to ensure (i) that the scope of work is properly characterized within a Target Sector and (ii) that the contract is with a CBE firm and such firm is properly categorized. If DSLBD does not complete its review within 30 days of its receipt of the relevant information, the Reporting Bonus will be deemed approved.

(b) The parties may mutually agree in writing to additional incentives that may be earned by Developer for instituting additional capacity building initiatives for CBEs (e.g., pay without delay programs; establishment of strategic partnerships or mentor-protégé initiatives). In particular, Developer is encouraged to work with its general contractors and/or construction managers to develop more flexible criteria for pre-qualifying CBEs. The modified pre-qualification criteria should consider the size and economic wherewithal usually present in small contractors as well as insurance and bonding requirements. Developer is also highly encouraged to establish CBE set-asides for certain procurements that will restrict bidders to those bid packages.

ARTICLE II CBE OUTREACH AND RECRUITMENT EFFORTS

Section 2.1 Identification of CBEs and Outreach Efforts. Developer shall utilize the resources of DSLBD, including the *LSDBE Business Center* found on DSLBD’s website (<http://dslbd.dc.gov>). In particular, Developer shall publish, or cause its contractors to publish, all contracting opportunities for each Development Phase of the SEFC Development within the LSDBE Business Center’s Business Opportunities area. Developer shall use the LSDBE Company Directory as the primary source for identifying CBEs. Developer, and its contractors, may use other resources to identify individuals or businesses that could qualify as CBEs and is encouraged to refer any such firms to DSLBD. In the event that Developer develops a website for the SEFC Development, such website shall (i) advertise upcoming bid packages, (ii) present instructions on how to bid, and (iii) directly link to DSLBD’s website.

ARTICLE III INFORMATION SUBMISSIONS AND REPORTING

Section 3.1 Quarterly Reports. Beginning with the end of the first calendar quarter after the commencement of the first Phase, and for each calendar quarter thereafter during the term of this Agreement, Developer will submit, or cause to be submitted, expenditure reports for each Phase which shall identify, on a building by building basis:

- (i) those contracts where the party providing services, goods or materials was a CBE, including the name of the company and the then current amount of the contract;
- (ii) the nature of the contract;
- (iii) the amount actually paid by the Developer to the CBE under such contract for the period;
- (iv) the certification classification for each vendor/contractor and the CBE certification number;
- (v) work performed by vendors/contractors in Target Sectors and any earned or requested Reporting Bonuses;
- (vi) the percentage of overall Phase expenditures which were to CBEs; and,
- (vii) any modifications to the CBE Minimum Expenditure resulting from alterations to any Project Budgets as discussed in Section 1.4.

These reports will be submitted no later than forty-five (45) days after the end of each quarter. The reports shall be submitted on the form to be developed to the mutual satisfaction of Developer and DSLBD and included as **Attachment 4**. The reports will also describe the Developer's and its contractors' outreach efforts (if any) during the reporting period, to identify CBEs and/or encourage them to bid on or otherwise apply to provide labor, services, goods, and materials for use in the construction or operation of the SEFC Development. Companies that may be eligible for certification, but are not yet certified, will not be included in these reports until the company has obtained certification. Once such a company has obtained certification, all amounts spent on the SEFC Development under that company's contract, beginning on the date the company filed a complete application for certification with DSLBD, will be applied toward the CBE Minimum Expenditure. Concurrently with submission of the quarterly reports, Developer or its general contractor(s) shall also submit vendor verification forms (each, a "**Vendor Verification Form**") in the form to be developed to the mutual satisfaction of Developer and DSLBD and included as **Attachment 5**.

ARTICLE IV GENERAL CONTRACTORS AND CONSTRUCTION MANAGERS

Section 4.1 Adherence to Contracting Targets. Developer shall require in its contractual agreements with the general contractor and/or construction manager for each Phase, as applicable (the “**General Contractor**”), that the General Contractor comply with the obligations and responsibilities of Developer contained in this Agreement with respect to achieving the applicable Contracting Targets. Specifically, Developer will obtain the following commitments from its General Contractor (“**GC**”):

- (i) Prior to the commencement of each Phase, the GC will publish a public notice in a newspaper of general circulation in the District of Columbia, and in one other newspapers (e.g. Afro American, Washington Informer, El Tiempo Latino, Asian Fortune, the Current Newspapers), serving the District of Columbia CBE community about the Developer’s procurement and contracting opportunities being created by each building in each Development Phase. The public notice will describe the time and place for an informational overview of the building project to be given by the GC and provide CBEs the opportunity to meet with the GC to explore the potential for the CBE to be added to the bid list of subcontractors.
- (ii) The GC will contact DSLDB to obtain a current listing of all CBEs the GC or Developer deem qualified to bid on procurements as they arise and will make full use of the LSDBE Business Center found at <http://dslbd.dc.gov> for listing opportunities and for subcontracting compliance monitoring.
- (iii) The GC may elect not to require that CBEs provide bonding on contracts with a dollar value less than \$100,000, provided that in lieu of bonding, the GC may accept a job specific certificate of insurance or letter of credit from a financial institution reasonably acceptable to the GC.
- (iv) The GC will include in all contracts and subcontracts with CBEs a process for alternative dispute resolution to be conducted in the Washington DC metropolitan area. This process shall at a minimum afford an opportunity for CBEs to submit documentation of work performed and invoices regarding requests for payments.
- (v) The GC shall strictly adhere to its contractual obligations to pay from funds received from the Developer all subcontractors in accordance with the contractually agreed upon schedule for payments. In the event that there is a delay in payment to the GC, the GC is to immediately notify the subcontractor and advise as to the date on which payment can be expected.
- (vi) The GC commits to pay all subcontractors, including CBEs, within thirty (30) days following the GC’s receipt of a payment which includes funds for such subcontractors, from the Developer.

EXHIBIT D

INSURANCE REQUIREMENTS

1. The Subcontractor shall procure and maintain in effect during the term of this Agreement, and as otherwise provided, the insurance coverages described below. The insurance described in this Exhibit shall be placed with insurance companies rated at least A-/VIII by the most recent edition of Best's Rating Service, in effect when such insurance is procured or renewed (unless otherwise approved by the Owner) and which are licensed to do business, and "admitted," in the District of Columbia. All policies shall be written on an occurrence basis.

1.1 **Worker's Compensation.** Worker's Compensation Insurance with statutory benefits and limits which shall fully comply with all statutory requirements. Such insurance shall include Employer's Liability with limits of \$500,000 for each accident, \$500,000 for each disease, and \$500,000 for each employee for disease.

1.2 **Business Automobile Liability Insurance.** Automobile Liability Insurance in the Subcontractor's name including non-owned and hired motor vehicle coverage shall not be less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate for bodily injury and property damage.

1.3 **Commercial General Liability Insurance.** Commercial General Liability Insurance in Subcontractor's name which shall include: Bodily Injury, Property Damage, Personal Injury, Blanket Contractual and Broad Form Property Damage coverage, with combined single limits of not less than \$1,000,000 per occurrence and not less than \$2,000,000 general aggregate limit on a per location basis. Such policy must be further endorsed to:

(a) Name all Contractor and Owner Indemnities each of their respective affiliates, subsidiaries, parent corporations, directors, officers, shareholders, employees and agents as additional insureds. The policies shall provide coverage for additional insureds which is at least as broad as that provided to Subcontractor and shall not contain any exclusionary language or limitations applicable to additional insureds which are not applicable to Subcontractor.

(b) Stipulate that such insurance is primary and is not contributing with, any other insurance carried by, or for the benefit of the additional insureds.

(c) Waive any and all right of subrogation against Owner and each of the other additional insureds.

(d) Contain cross liability and severability of interest endorsements, or a separation of insureds provision acceptable to the Owner.

(e) Provide products liability and completed operations coverage, extending for not less than 2 years after Final Completion of the Work, and continue to name the Contractor and Owner and the other Owner Indemnities as additional insureds

(f) Provide personal liability coverage including, but not limited to, false arrest, detention or imprisonment or malicious prosecution; libel, slander or defamation of character, invasion of privacy, wrongful eviction or wrongful entry, harassment of any kind and discrimination.

(g) Contingent Employer's liability coverage

(h) Blanket contractual liability coverage, including the liability assumed by the Subcontractor under the terms of the General Conditions;

(i) Elevator and Hoist liability coverage, as applicable.

(j) Coverage for shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunneling and grading, as applicable.

(k) The “warranty” endorsement, if any, shall contain “endeavor to” wording and shall not provide that coverage is impaired or barred in the event of non-compliance with the warranty or other conditions listed in the endorsement.

(l) If reasonably available, policies shall be silent (no exclusion) as to coverage for subsidence/earth movement and for mold/microbials, and there shall be no sublimits on such coverages.

1.4 **Excess Liability Insurance.** Excess Liability Insurance coverage with limits of not less than \$10,000,000 per occurrence and annual aggregate, or limits carried, whichever are greater, at least as broad as the underlying policies (Employer's Liability, General Liability, Automobile Liability). Subcontractor shall have this policy endorsed to cover Contractor, Owner and the Owner Indemnitees as additional insureds.

3. **Terms and Conditions.**

3.1 Simultaneously with execution of this Agreement, the Subcontractor shall file with the Owner one (1) valid/original certificate of insurance, including the required amendatory riders and endorsements, evidencing that all required insurance is in force, executed by an authorized representative of the insurance company. At Contractor and/or Owner's request, Subcontractor shall provide copies of the underlying policies.

3.2 Subcontractor shall maintain current/valid certificates which shall be kept on file with the Contractor and Owner at all times during the performance of the services rendered pursuant to this Agreement.

3.3 The Subcontractor shall not make changes in any required insurance without thirty (30) days prior notice to the Contractor and Owner and all other additional insureds and shall not allow the required insurance coverages to lapse.

3.4 All policies for insurance must be endorsed to contain a provision giving Contractor and Owner, other additional insureds and any mortgagee a thirty (30) day prior written notice by registered mail of any cancellation of that policy or material change in coverage.

3.5 All certificates of insurance and all notices required pursuant to this Exhibit must be sent to the attention of:

Wharf District Master Developer LLC
690 Water Street, S.W.
Washington, DC 20024

AND

The Hudson Group, Inc.
Attn: Peter Hudson
phudson@thehudsongroup.net
20303 Stedmall Place
Montgomery Village, MD 20886

3.6 Receipt and review by Contractor and Owner of any copies of insurance policies or insurance certificates, or failure to request such evidence of insurance, shall not relieve the Subcontractor of its obligation to comply with the insurance provisions of this Agreement.

3.7 The insurance provisions of this Agreement shall not be construed as a limitation on the Subcontractor's responsibilities and liabilities pursuant to the terms and conditions of this Agreement including, but not limited to, liability for claims in excess of the insurance limits and coverages set forth herein.

3.8 The following parties shall be named as additional insureds on all of the policies required by this Exhibit (other than Worker's Compensation):

Additional insureds:

- 1. Wharf District Master Developer LLC**
- 2. Hoffman-Struever Waterfront LLC**
- 3. Hoffman-Madison Waterfront LLC**
- 4. PN Hoffman & Associated Inc.**
- 5. Madison Marquette**
- 6. E.R. Bacon Development LLC**