



**MURIEL BOWSER**  
**MAYOR**

July 2, 2024

Honorable Phil Mendelson  
Chairman  
Council of the District of Columbia  
John A. Wilson Building  
1350 Pennsylvania Avenue, NW, Suite 504  
Washington, DC 20004

Dear Chairman Mendelson:

Enclosed for consideration and enactment by the Council of the District of Columbia is an emergency bill, the “Modification Nos. 7, 8, and 10 to Contract No. DCAM-20-CS-RFP-0020 with GCS, Inc., Approval and Payment Authorization Emergency Act of 2024”, and the accompanying emergency declaration resolution.

The legislation will approve Modifications No. 7, 8, and 10 to Contract No. DCAM-20-CS-RFP-0020 with GCS, Inc. for the provision of construction management at-risk services for the Stead Park Recreation Center project. The proposed Modification No. 10 is to cover the costs to replace the existing syntactic turf athletic field and the replacement of the running track that surrounds the athletic field. The legislation will approve payment for goods and services received and to be received under the modifications.

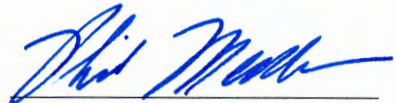
My administration is available to discuss any questions you may have regarding the proposed contract modifications. In order to facilitate a response to any questions you may have, please contact Delano Hunter, Director, Department of General Services (“DGS”), or have your staff contact George G. Lewis, Chief of Contracts and Procurement, DGS, at (202) 727-2800.

I urge the Council to take prompt and favorable action on the enclosed legislation.

Sincerely,

A handwritten signature in black ink, appearing to read "Muriel Bowser".

Muriel Bowser



Chairman Phil Mendelson  
at the request of the Mayor

A BILL

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IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

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To approve, on an emergency basis, Modification Nos. 7, 8, and 10 to Contract No. DCAM-20-CS-RFP-0020 with GCS, Inc. to provide construction management at-risk services for Stead Park Recreation Center, and to authorize payment for the goods and services received and to be received under the modifications.

BE IT ENACTED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this act may be cited as “Modification Nos. 7, 8, and 10 to Contract No. DCAM-20-CS-RFP-0020 with GCS, Inc., Approval and Payment Authorization Emergency Act of 2024”.

Sec. 2. Pursuant to section 451 of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 803; D.C. Official Code § 1-204.51), and notwithstanding the requirements of section 202(a) of the Procurement Practices Reform Act of 2010, effective April 8, 2011 (D.C. Law 18-371; D.C. Official Code § 2-352.02(a)), the Council approves Modification Nos. 7, 8, and 10 to Contract No. DCAM-20-CS-RFP-0020 with GCS, Inc., to provide construction management at-risk services for Stead Park Recreation Center, and authorizes payment in the amount of \$15,801,253 for services received and to be received under the modifications. The proposed Modification No. 10 is to cover the costs to replace the existing syntactic turf athletic field and the replacement of the running track that surrounds the athletic field.

35           Sec. 3. Fiscal impact statement.

36           The Council adopts the fiscal statement of the Chief Financial Officer as the fiscal impact  
37 statement required by section 4a of the General Legislative Procedures Act of 1975, approved  
38 October 16, 2006 (120 Stat. 2038; D.C. Official Code § 1-301.47a).

39           Sec. 4. Effective date.

40           This act shall take effect following approval by the Mayor (or in the event of veto by the  
41 Mayor, action by the Council to override the veto), and shall remain in effect for no longer than  
42 90 days, as provided for emergency acts of the Council of the District of Columbia in section  
43 412(a) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 788;  
44 D.C. Official Code § 1-204.12(a)).

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES



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Pursuant to Section 202(c-1) of the Procurement Practices Reform Act of 2010, as amended, D.C. Official Code § 2-352.02(c-1), the following contract summary is provided:

**COUNCIL CONTRACT SUMMARY**

(Tipping)

**Modification Nos. 7 and 8 and Proposed Modification No. 10 to Increase Guaranteed Maximum Price (“GMP”) for Contract No. DCAM-20-CS-RFP-0020 for Construction Management At-Risk Services for Stead Park Recreation Center**

<b>(A) Contract Number:</b>	DCAM-20-CS-RFP-0020 (the “Contract”)
<b>Contractor:</b>	GCS, Inc. (the “Contractor”)
<b>Contractor’s Principal:</b>	Gabe Oliver goliver@gcs-sigal.com
<b>Contract Amount:</b>	\$13,474,000.00 GMP inclusive of the initial NTE amount of \$950,000.00 under the Letter Contract
<b>Modification Nos. 4 and 5 approved by the Council as B25-0301</b>	\$1,029,370.00
<b>Modification Nos. 7 and 8 and the Proposed Modification No. 10:</b>	\$1,297,883.00
<b>Proposed Total Contract Amount:</b>	\$15,801,253.00
<b>Unit and Method of Compensation:</b>	Progress payments based on GMP
<b>Term of Contract:</b>	From June 15, 2021, through February 25, 2025 (Administrative Term Date) with a Final Completion Date of November 27, 2024.
<b>Type of Contract:</b>	Cost Plus Fixed Fee with a Guaranteed Maximum Price (“GMP”)
<b>Source Selection Method:</b>	Competitive Request for Proposals (“RFP”)

- (B) For a contract containing option periods, the contract amount for the base period and for each option period. If the contract amount for one or more of the option periods differs from the amount for the base period, provide an explanation of the reason for the difference:**

Not Applicable.

- (C) The goods or services to be provided, the methods of delivering goods or services, and any significant program changes reflected in the proposed contract:**

Under the Contract for construction management at-risk services (DCAM-20-CS-RFP-0020) (the “Contract”), the Contractor provides construction management at-risk services for the renovation and modernization of Stead Park and Recreation Center, located in Ward 2 at 1625 P Street NW, Washington, DC 20036 (the “Project”).

The Project generally includes but is not limited to the renovation of the existing carriage house building and adding additional space in order to bring the building into compliance with Americans with Disabilities Act (ADA) codes. The Project will require that the new building have Net Zero and LEED Gold certification. The Project also includes renovating the existing playground to the east and south of the building and renovating the spray park to the east of the building. The existing playing field and basketball court are to remain in their current conditions.

Modification No. 1 extended the duration of the letter contract from August 31, 2021 to December 31, 2021.

Modification No. 2 extended the duration of the letter contract from December 31, 2021 to April 30, 2022.

Modification No. 3 extended the duration of the letter contract from April 30, 2022 to September 2022.

Modification No. 4 extended the term of the Contract through March 01, 2024, increasing the GMP amount by \$700,00.00 from \$13,474,000.00 to \$14,174,000.00. The amount of Modification No. 4 was less than \$1 million, thus the Council’s approval was not required.

Modification No. 5 increased the GMP by \$ 329,370.00. Since the aggregate amount of Modification Nos. 4 and 5 was approved by the Council as B25-0301.

Modification No. 6 extended the term of the Contract through June 1, 2024.

Modification No. 7 increased the GMP amount by \$698,313.00 from \$14,503,370.00 to \$15,201,683.00. The amount of Modification No. 7 was less than \$1 million, thus the Council’s approval was not required.

Modification No. 8 extended the term of the Contract through July 15, 2024 and increased the GMP amount by \$100,000.00 from \$15,201,683.00 to \$15,301,683.00. The aggregate amount



of Modification Nos. 7 and 8 was less than \$1 million, thus the Council's approval was not required.

Modification No. 9 extended the term of the Contract through February 25, 2025.

Proposed Modification No. 10, if approved, will increase the GMP amount by \$499,570.00 from \$15,301,683.00 to \$15,801,253.00. The aggregate amount of Modification Nos. 7 and 8 and the Proposed Modification No. 10 exceeds \$1 million; therefore, Council approval is required for this Contract action.

**(D) The selection process, including the number of offerors, the evaluation criteria, and the evaluation results, including price, technical or quality, and past performance components:**

On November 25, 2020, the Department issued the RFP to engage a contractor to provide construction management at-risk services for the renovation and modernization of the Stead Park Recreation Center. Seven (7) addenda were issued to this RFP.

**Addendum No. 1- Issued on December 8, 2020:**

- Provided the platform for the Contractor's pre-proposal conference meeting and revised the solicitation number.

**Addendum No. 2- Issued on December 24, 2020:**

- Corrected the RFP number from DCAM-20-AE-0020 to DCAM-20-CS-RFP-0020.

**Addendum No. 3- Issued on January 6, 2021:**

- Provided the questions and answers spreadsheet.
- Revised Attachments Nos. B, K, and M in the RFP.
- Incorporated Attachments Nos. S, U, O, H, and I.

**Addendum No. 4- Issued on January 8, 2021:**

- Provided the revised drawings.

**Addendum No. 5- Issued on January 12, 2021:**

- Incorporated The Geotechnical Report, LEED Score Card, Environmental Report and Drawings.

**Addendum No. 6- Issued on January 19, 2021:**

- Extended the proposals due date to January 28, 2021 at 2:00 p.m.
- Incorporated the list of attendees to the site visit.
- Issued the revised BIM Requirements (Attachment R to the RFP).

**Addendum No. 7- Issued on January 25, 2021:**



- Extended the proposals due date to February 4, 2021 at 2:00 p.m.

On the proposals' due date, February 4, 2021, ten (10) firms (collectively, the "Offerors" and each individually, an "Offeror") submitted bids in a timely manner.

### **Technical Evaluation:**

The proposals were evaluated by a technical evaluation panel ("Panel") in accordance with the criteria set forth in the RFP. Each proposal was independently evaluated utilizing a point scale, certain points of which were for the technical evaluation component as follows: (i) Offeror's past performance relevant experience and capabilities; (ii) Offeror's key personnel; and (iii) project management plan and schedule as discussed more fully below. The Panel virtually met on March 12, 2021 to develop a consensus technical score. Prior to convening for the evaluation meeting, each of the Panel members individually completed an evaluation of the proposals. In doing so, each Panel member rated each Offeror with respect to specific subfactors in the five categories. In developing the consensus score, the Panel discussed the details of each of the proposals in light of the evaluation factors. Following the Panel's discussions and consensus ratings of the Offerors, the ratings were converted to numbers.

### **Pricing Evaluation:**

As outlined in the RFP, in addition to the technical scoring, certain points were available for price. The RFP required Offerors to submit pricing in the form of: (i) a Preconstruction Fee; (ii) a Construction Management Fee; and (iii) a General Conditions Budget. Offerors were assigned price points on a sliding scale, with the lowest proposed price receiving all of the available points and the remaining proposals receiving a portion of the available points relative to their position in the range established by the highest-price Offeror.

### **Certified Business Enterprise Preference Points:**

In addition to the price and technical scoring, a certain number of points were available for each Offeror based on its status as a Certified Business Enterprise ("CBE") as determined by the Department of Small and Local Business Development ("DSLBD"). The Contractor was so certified and received points accordingly.

### **Contracting Officer's Independent Evaluation:**

The DGS Contracting Officer, after carefully reviewing the evaluation process followed by the Panel, their notes and scoresheets, and their final consensus technical evaluation, conducted an independent assessment of each of the proposals. In addition, the Contracting Officer also found the proposed pricing to be fair and reasonable. The Contractor was the highest scoring Offeror; thus, the Contracting Officer awarded the Contract to the Contractor. After thorough review of TEP consensus report, the consensus notes and in absence of the original award memo, the current contracting officer believes that the original award to the Contractor was made in good faith and clear judgment based upon criteria presented in the RFP. In addition, the Contracting Officer also found the proposed pricing to be fair and reasonable. The Contractor was the highest scoring Offeror; thus, the Contracting Officer awarded the Contract to the Contractor.



**Contract Award:**

By award memorandum executed on May 18, 2021, the Department awarded Contract No. DCAM-20-CS-RFP-0020 to the Contractor as such award would be most advantageous to the District.

- (E) A description of any bid protest related to the award of the contract, including whether the protest was resolved through litigation, withdrawal of the protest by the protestor, or voluntary corrective action by the District. Include the identity of the protestor, the grounds alleged in the protest, and any deficiencies identified by the District as a result of the protest:**

The award of the Contract was not protested.

- (F) The background and qualifications of the proposed contractor, including its organization, financial stability, personnel, and performance on past or current government or private sector contracts with requirements similar to those of the proposed contract:**

GCS, Inc. is a CBE and long-time resident-owned business with decades of general contracting and design-build experience in the District of Columbia. The firm has a tremendous portfolio of relevant design-build services experience within the past decade including several projects performed within Washington, DC. The Contractor's team brings together highly qualified construction professionals with complementary strengths to successfully deliver the Stead Park modernization.

The Contractor and its team are fully knowledgeable of the critical need to perform with a high degree of quality and deliver this Project on-schedule, while maintaining operations for the surrounding facilities and minimizing disruptions to the surrounding neighborhood. The Contractor has been determined responsible in accordance with 27 DCMR 4706.1

- (G) The period of performance associated with the proposed change, including date as of which the proposed change is to be made effective:**

The period of performance associated with Modification Nos. 7 and 8 is from June 14, 2021, through February 25, 2025. The proposed Modification No. 10 will become effective upon approval by the Council and execution by the Department.

- (H) The value of any work or services performed pursuant to a proposed change for which the Council has not provided approval, disaggregated by each proposed change if more than one proposed change has been aggregated for Council review:**

On September 26, 2023, Modification No. 7 was executed for the amount of \$698,313.00 and increased the GMP amount to \$15,201,683.00 (\$14,503,370.00 + \$698,313.00).

On November 3, 2023, Modification No. 8 was executed for the amount of \$100,000.00 which increased the GMP amount to \$15,301,683.00 (\$15,201,683.00 + \$100,000.00) and extended the term of the Contract from June 01, 2024 to July 15, 2024.





The aggregate amount of both Modifications No. 7 and 8 was less than \$1 million; thus, Council approval was not required.

**(I) The aggregate dollar value of the proposed changes as compared with the amount of the contract as awarded:**

CA24-0575 was Deemed Approved on Jul 07, 2022. On August 11, 2022, the Department executed the Definitive Contract for the amount of 13,474,000.00.

Modifications No. 4 and 5 increased the GMP price from \$13,474,000.00 to \$14,503,370.00 (\$13,474,000.00 + \$700,000.00 + \$329,370.00), and extended the term of the Contract from December 01, 2023 through March 01, 2024, approved by the Council on June 2, 2023 as B25-0301.

On September 26, 2023, Modification No. 7 was executed for the amount of \$698,313.00 and increased the GMP amount to \$15,201,683.00 (\$14,503,370.00 + \$698,313.00). On November 3, 2023, Modification No. 8 was executed for the amount of \$100,000.00 which increased the GMP amount to \$15,301,683.00 (\$15,201,683.00 + \$100,000.00) and extended the term of the Contract from June 01, 2024 to July 15, 2024. The aggregate amount of both Modifications No. 7 and 8 was less than \$1 million; thus, Council approval was not required. The proposed Modification No. 10 for the amount of \$499,570.00, if approved, will increase the GMP to \$15,801,253.00 (\$15,301,683.00 + \$499,570.00). The aggregate amount of Modification Nos. 7 and 8 and the Proposed Modification No. 10 exceeds \$1 million; therefore, Council approval is required for this Contract action.

**(J) Date on which the contracting officer was notified of the proposed change:**

March 26, 2024.

**(K) The reason why the proposed change was sent to Council for approval after it is intended to take effect:**

On September 26, 2023, Modification No. 7 was executed for the amount of \$698,313.00 and increased the GMP amount to \$15,201,683.00 (\$14,503,370.00 + \$698,313.00). On November 3, 2023, Modification No. 8 was executed for the amount of \$100,000.00 which increased the GMP amount to \$15,301,683.00 (\$15,201,683.00 + \$100,000.00) and extended the term of the Contract from June 01, 2024 to July 15, 2024. The aggregate amount of both Modifications No. 7 and 8 was less than \$1 million; thus, Council approval was not required.

However, proposed Modification No. 10 would tip the amount of the modifications over \$1 million; thus, Council approval of these modifications is required.

**(L) The reason for the proposed change:**

The proposed Modification No. 10 in the amount of \$499,570.00, if approved, would cover Costs for modernization of the existing recreation facility with an addition and to bring it up to ADA standards As the aggregate amount of Modification Nos. 7 and 8, and Proposed



Modification No. 10 is \$1,297,883.00, an amount over \$1 million; therefore, Council approval of the Contract and these modifications is required.

**(M) The legal, regulatory, or contractual authority for the proposed change:**

Articles 3 and 4 of the Department’s Standard Contract Provision (Construction Contracts) provide authority for the issuance of modifications. Additionally, as Modification Nos. 7, 8, and 10 would increase the total Contract value over \$1 million, this contract action is subject to the requirements of the District of Columbia Home Rule Act, codified at D. C. Official Code § 1-204.51(b). Thus, Council review and approval of the proposed contract action are required under the District of Columbia Home Rule Act, and the proposed contract action would be authorized by Council’s enactment of “Modification Nos. 7, 8, and 10 to Contract No. DCAM-20-CS-RFP-0020 with GCS, Inc. Approval and Payment Authorization Emergency Act of 2024” pursuant to D.C. Official Code § 2-352.02(c-1).

**(N) A summary of the subcontracting plan required under section 2346 of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended, D.C. Official Code § 2-218.01 et seq. (“Act”), including a certification that the subcontracting plan meets the minimum requirements of the Act and the dollar volume of the portion of the Contract to be subcontracted, expressed both in total dollars and as a percentage of the total Contract amount:**

The Contractor is a certified business enterprise in accordance with the Act (CBE Number: LZXR28836012025). Notwithstanding the foregoing, the Contractor has submitted its subcontracting plan as required by law.

Total Contract Value:	\$15,801,253.00
Minimum SBE Sub-Contracting Requirement:	\$5,530,439.00 - 35%
Actual SBE Subcontracting Amount/Percentage:	\$5,781,031.00 - 37%

**(O) Performance standards and the expected outcome of the proposed contract:**

The Department is implementing the Project through a CMAR approach. The Contractor will collaborate and work in unison with the Architect/Engineer to review the design documents and advise on whether they are consistent with the Department’s budget and schedule for the Project. The Project’s scope of work is divided into two phases: (i) Preconstruction Phase and (ii) the Construction Phase. During the Preconstruction Phase, the Contractor is required to work with the Architect/Engineer to develop a schedule, budget and design that accomplishes the Department’s goals and objectives. The Contractor is required to participate in the development of the construction documents by providing cost estimating, scheduling, identifying long-lead purchasing items and performing constructability reviews. The Department will continue to monitor the Contractor’s performance to ensure consistency with the Contract’s terms and conditions.

**(P) The amount and date of any expenditure of funds by the District pursuant to the contract prior to its submission to the Council for approval:**



On September 26, 2023, Modification No. 7 was executed for the amount of \$698,313.00 and increased the GMP amount to \$15,201,683.00 (\$14,503,370.00 + \$698,313.00). On November 3, 2023, Modification No. 8 was executed for the amount of \$100,000.00 which increased the GMP amount to \$15,301,683.00 (\$15,201,683.00 + \$100,000.00) and extended the term of the Contract from June 01, 2024 to July 15, 2024. The aggregate amount of both Modifications No. 7 and 8 was less than \$1 million; thus, Council approval was not required.

- (Q) A certification that the proposed contract is within the appropriated budget authority for the agency for the fiscal year and is consistent with the financial plan and budget adopted in accordance with D.C. Official Code §§ 47-392.01 and 47-392.02:**

The aggregate amount of Modification Nos. 7 and 8 and the Proposed Modification No. 10 is within the appropriated budget authority for the agency, for the fiscal year. The Agency Fiscal Officer has certified that the aggregate GMP amount of Modification Nos. 7, 8 and the proposed Modification No. 10 is consistent with the financial plan and budget adopted in accordance with D.C. Official Code §§ 47-392.01 and 47-392.02. The relevant Fiscal Sufficiency certification accompanies this Council Package.

- (R) A certification that the contract is legally sufficient, including whether the proposed contractor has any pending legal claims against the District:**

Modification Nos. 7 and 8 and the proposed Modification No. 10 have been deemed legally sufficient by the District's Office of the Attorney General. The Contractor does not appear to have any currently pending legal claims against the District.

- (S) A certification that Citywide Clean Hands database indicates that the proposed contractor is current with its District taxes. If the Citywide Clean Hands Database indicates that the proposed contractor is not current with its District taxes, either: (1) a certification that the contractor has worked out and is current with a payment schedule approved by the District; or (2) a certification that the contractor will be current with its District taxes after the District recovers any outstanding debt as provided under D.C. Official Code § 2-353.01(b):**

The Citywide Clean Hands database indicates that the Contractor is current with its District taxes. The applicable Clean Hands certification for the Contractor accompanies this Council Package.

- (T) A certification from the proposed contractor that it is current with its federal taxes, or has worked out and is current with a payment schedule approved by the federal government:**

The Contractor has certified that it is in compliance with federal tax laws.

- (U) The status of the proposed contractor as a certified local, small, or disadvantaged business enterprise as defined in the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended; D.C. Official Code § 2-218.01 *et seq.*:**



According to the DSLBD's website, the Contractor is a certified Local Business Enterprise. The Contractor's CBE Number is LZXR28836012025 with an expiration date of January 19, 2025.

**(V) Other aspects of the proposed contract that the Chief Procurement Officer considers significant:**

Not Applicable.

**(W) A statement indicating whether the proposed contractor is currently debarred from providing services or goods to the District or federal government, the dates of the debarment, and the reasons for debarment:**

The Contractor is not debarred from providing services to the Government of the District of Columbia or the Federal Government according to the Office of Contracts and Procurement's Excluded Parties List and the Federal Government's Excluded Parties List.

**(X) Any determination and findings issues relating to the contract's formation, including any determination and findings made under D.C. Official Code § 2-352.05 (privatization contracts):**

Not Applicable.

**(Y) Where the contract, and any amendments or modifications, if executed, will be made available online:**

Contract award information, Contract and Modification Nos. 4, 5, 7, and 8 are available on the Department's website. A copy of the proposed Modification No. 10 (if approved) will be made available.

**(Z) Where the original solicitation, and any amendments or modifications, will be made available online:**

The original solicitation and any amendments were posted on the Department's website.

**(AA) A notation identifying: (i) whether the Contractor is a covered contractor, as that term is defined in D.C. Official Code § 1-1161.01; and (ii) to which prohibited recipients, as that term is defined in D.C. Official Code § 1-1161.01(45D), the Contractor is prohibited from making campaign contributions and during what prohibited period, as that term is defined in § 1-1161.01(45C).**

Not Applicable. This Contract was executed prior to the November 9, 2022, effective date of D.C. Law 22-250.

**(BB) List of contracts that the Contractor holds and/or is currently seeking with the District of Columbia agencies.**

List of Contracts the GCS Inc. holds with the District agencies:



S/NO	Contract Number	Contract Caption	Value of the Contract
1	DCAM-20-CS-RFP-0020	CMAR for Stead Park Recreation Center	\$15,301,683.00
2	DCAM-20-CS-RFQ-0002B	CMAR for Texas Avenue Dog Park	\$962,286.00
3	DCAM-23-CS-RFP-0004	CMAR for Congress Heights Recreation Center	\$990,000.00
4	DCAM-20-CS-RFQ-0002B	Design-Build Services for DOC Temporary Boiler	\$2,568,100.00
5	DCAM-23-CS-RFP-0005	Design-Build Services for Malcolm X at Green Elementary School Modernization	\$5,995,180.00
6	DCAM-20-CS-RFQ-0002B / RFTOP-CS-0035	Design-Build Services for Deanwood Recreation center IT Room Upgrade	\$60,000.00
7	DCAM-22-CS-RFP-0020	Design Bulder for DOC Central Boiler Plant	\$21,450,090.00
8	DCAM-24-CS-RFP-0003	CMAR for Southeast Tennis and Learning Center	\$990,000.00

List of the Contracts that GCS Inc. is seeking with the District:

S/NO	Contract Number	Contract Caption	Value of the Contract
1	DCAM-24-CS-RFP-0014	Design-Build Services for Langdon Park Community Center	29,000,000





Date of Notice: April 3, 2024

Notice Number: L0011586783

GCS INC  
1140 3RD ST NE STE 320  
WASHINGTON DC 20002-7899

FEIN: \*\*-\*\*\*8921  
Case ID: 2542283



### **CERTIFICATE OF CLEAN HANDS**

As reported in the Clean Hands system, the above referenced individual/entity has no outstanding liability with the District of Columbia Office of Tax and Revenue or the Department of Employment Services. As of the date above, the individual/entity has complied with DC Code § 47-2862, therefore this Certificate of Clean Hands is issued.

TITLE 47. TAXATION, LICENSING, PERMITS, ASSESSMENTS, AND FEES  
CHAPTER 28 GENERAL LICENSE  
SUBCHAPTER II. CLEAN HANDS BEFORE RECEIVING A LICENSE OR PERMIT  
D.C. CODE § 47-2862 (2006)  
§ 47-2862 PROHIBITION AGAINST ISSUANCE OF LICENSE OR PERMIT

Authorized By Melinda Jenkins

Branch Chief, Collection and Enforcement Administration

To validate this certificate, please visit [MyTax.DC.gov](https://MyTax.DC.gov). On the MyTax DC homepage, click the “Validate a Certificate of Clean Hands” hyperlink under the Clean Hands section.

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES



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**Memorandum**

**To:** Delano Hunter  
Director

**From:** Antoinette Hudson Beckham *AHB*  
Agency Fiscal Officer  
Department of General Services

**Reference:** Contract No. DCAM-20-CS-RFP-0020  
Construction Management At-Risk Services for Stead Park Recreation Center

**Date:** May 22, 2024

**Subject:** Fiscal Sufficiency Certification

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In my capacity as the Agency Fiscal Officer of the Department of General Services (the “Department”), I hereby certify that the Construction Management At-Risk Services for Stead Park Recreation Center (DCAM-20-CS-RFP-0020) (the “Contract”), with GCS, Inc. (the “Contractor”), in the amount of **\$1,297,883.00** is consistent with the Department’s current budget and that adequate funds are available in the budget for the expenditure.

Per the Department’s Contracts & Procurement team, on June 15, 2021, the Letter Contract was executed by the Department, with an initial Not-to-Exceed amount of **\$950,000.00**. On August 11, 2022, the Definitized Contract was executed and established a Guaranteed Maximum Price (“GMP”) of **\$13,474,000.00** (\$950,000.00 + \$12,524,000.00). Modifications No. 4 and 5 increased the GMP price to **\$14,503,370.00** (\$13,474,000.00 + \$700,000.00 + \$329,370.00).

On September 26, 2023, Modification No. 7 was executed for the amount of **\$698,313.00**. The GMP amount increased to **\$15,201,683.00** (\$14,503,370.00 + \$698,313.00). On November 3, 2023, Modification No. 8 was executed for the amount of **\$100,000.00**. The GMP amount increased to **\$15,301,683.00** (\$15,201,683.00 + \$100,000.00). The aggregate amount of both Modifications No. 7 and 8 was less than \$1m; thus, Council approval was not required. On February 28, 2024, Modification No. 9 was executed and extended the Contract’s term from July 15, 2024 to February 25, 2025 with no impact on the GMP amount. The proposed Modification No. 10 for the amount of **\$499,570.00** will increase the GMP amount to **\$15,801,253.00** (\$15,301,683.00 + \$499,570.00).

Fiscal Sufficiency Review  
 Contract No. DCAM-20-CS-RFP-0020  
 Construction Management At-Risk Services for Stead Park Recreation Center

The aggregate total sum of Modifications No. 7 and 8 and the Proposed Modification No. 10 is **\$1,297,883.00**; therefore, Council approval is required.

Per C&P, the proposed Contract increase of \$499,570.00 is for modernization of the existing recreation facility with an addition and to bring it up to ADA standards.

The Department of General Services (DGS – Implementing AGY) has **\$1,192.323.00** in the Department of Parks & Recreation (DPR – Owner AGY) cumulative ***budget authority*** balance. There was **\$5,560.00** funded in the DGS FY23 operating budget, via an approved reverse capital paygo to operating reprogramming from DPR implemented capital projects. Lastly, there is **\$100,000.00** funded from the capital inter -agency project, where DPR is the buyer and DGS is the seller. The total is **\$1,297,883.00** (\$1,192,323.00 + \$5,560.00 + \$100,000.00).

The PASS/DIFS information is attached/ below.

Project Name	Project Number	AY	Fund Detail	Imp. AGY	Owner AGY	RK/PO	Amount	Comments
AM0.STDDPC.ST EAD PARK REC CENTER IMPROVEMENTS	100243	N/A	3030300	AM0	HA0	PO695251	\$692,753.00	Modification No. 7
CCD Reverse Capital Paygo to Operating Funding	201552	N/A	1010001	AM0	AM0	PO695238	\$5,560.00	Modification No. 7 (FY2023 Ineligible Costs)
HA0.AM0_Stead Park_IA_DGS	300208	N/A	3034345	AM0	HA0	PO700661	\$100,000.00	Modification No. 8 – Inter agency funds
AM0.QN702C.AT HLETIC FIELD AND PARK IMPROVEMENTS	100182	N/A	3030300	AM0	AM0	RK266072	\$499,570.00	Proposed Modification No. 10
Total							\$1,297,883.00	

*Antoinette Hudson Beckham*  
 Antoinette Hudson Beckham  
 Agency Fiscal Officer  
 Department of General Services



GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF THE ATTORNEY GENERAL



Legal Counsel Division

**MEMORANDUM**

**TO:** Tomás Talamante  
Director  
Office of Policy and Legislative Affairs

**FROM:** Megan D. Browder  
Deputy Attorney General  
Legal Counsel Division

**DATE:** June 14, 2024

**SUBJECT:** Legal Sufficiency Review of the “Modification Nos. 7, 8, and 10 to Contract No. DCAM-20-CS-RFP-0020 with GCS, Inc. Approval and Payment Authorization Emergency Act of 2024” and Accompanying Emergency Declaration Resolution (AE-24-301)

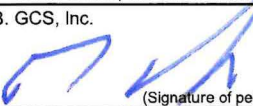
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**This is to Certify that** this Office has reviewed the above-referenced legislation and that we have found it to be legally sufficient. If you have any questions in this regard, please do not hesitate to call me at (202) 724-5524.

A handwritten signature in black ink that reads "Megan D. Browder".

---

Megan D. Browder


MODIFICATION OF CONTRACT			1. Contract Number DCAM-20-CS-RFP-0020	Page of Pages 1   2	
2. Modification Number  Modification No. 7	3. Effective Date  See Block 16C	4. Requisition/Purchase Request No.  RK255281& RK256204		5. Caption  Construction Management At-Risk Services for Stead Park Recreation Center	
6. Issued By: Department of General Services Contracting and Procurement Division 3924 Minnesota Ave NE, 5th Floor Washington, DC 20019			7. Administered By (if other than line 6) Department of General Services Capital Construction Division 3924 Minnesota Ave NE, 5th Floor Washington, DC 20019		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)  Gabe Oliver GCS, Inc. 3020 Yost Place, NE Washington, DC 20018 Email: <a href="mailto:msignal@gcs-sigal.com">msignal@gcs-sigal.com</a> <a href="mailto:glover@gcs-sigal.com">glover@gcs-sigal.com</a>			9A. Amendment of Solicitation No.		
			9B. Dated (See Item 11)		
			10A. Modification of Contract/Order No. DCAM-20-CS-RFP-0020		
			X 10B. Dated (See Item 13) August 11, 2022		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14.					
C. This supplemental agreement is entered into pursuant to authority of:					
X D. Other (Specify type of modification and authority) Title 27 DCMR Sections 4728 and Contract No. DCAM-20-CS-RFP-0020					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) Contract No. <b>DCAM-20-CS-RFP-0020</b> for Construction Manager at Risk ("CMAR") Services for Stead Park Recreation Center (the "Project") is hereby modified as follows: <b>1. Section 6.i Guaranteed Maximum Price ("GMP"):</b> The contractor's GMP is hereby increased by <b>\$698,313.00</b> from <b>\$14,503,370.00</b> to <b>\$15,201,683.00</b> to incorporate added Costs for Unforeseen Conditions, re-design and unsuitable soils for the Stead Park Recreation Center <b>2. Terms &amp; Conditions.</b> All other terms and conditions remain unchanged. <b>3. Release.</b> It is mutually agreed that in exchange for this Change Order and other consideration, the Contractor hereby releases, waives, settles and holds the Department harmless from any and all actual or potential claims or demands for delays, disruptions, additional work, additional time, additional cost, contract extensions, compensations or liability under any theory, whether known or unknown, that the Contractor may have now or in the future against the Department arising from or out of, as consequences or result of, relating to or in any manner connected with this Modification, the above-referenced Project, and the Contract work.					
15A. Name and Title of Signer  <b>Gabe Oliver, Vice President</b>			16A. Name of Contracting Officer  <b>Obaidullah Ranjbar</b>		
15B. GCS, Inc.   (Signature of person authorized to sign)		15C. Date Signed  <b>09/26/2023</b>	16B. District of Columbia   (Signature of Contracting Officer)		16C. Date Signed  <b>9/26/2023</b>

(Continuation)

<b>Contract Number</b>	<b>Modification No.</b>	<b>Page of Pages</b>
DCAM-20-CS-RFP-0020	Modification No. 7	2 of 2

**4. Contract Recap:**

<b>Letter Contract</b>	Letter Contract Executed on June 14, 2021	<b><u>\$950,000.00</u></b>
Modification No. 1	Administrative - Time Extension	\$0.00
Modification No. 2	Administrative - Time Extension	\$0.00
Modification No. 3	Administrative - Time Extension	\$0.00
<b>Definitive Contract</b>	Definitive Contract Executed on August 11, 2022	<b><u>\$13,474,000.00</u></b>
Modification No. 4	Incorporating ADA Impact Cost and Time Extension	\$700,000.00
Modification No. 5	Incorporates Added Cost for unforeseen condition	\$329,370.00
Modification No. 6	Administrative - Time Extension	\$0.00
Modification No. 7	Incorporates Added Cost for unforeseen condition, re-design and unsuitable soils for the Stead Park Recreation Center	\$698,313.00
<b>Guaranteed Maximum Price:</b>		<b><u>\$15,201,683.00</u></b>

MODIFICATION OF CONTRACT			1. Contract Number DCAM-20-CS-RFP-0020	Page of Pages 1   2	
2. Modification Number  Modification No. 8	3. Effective Date  See Block 16C	4. Requisition/Purchase Request No.  RK263566		5. Caption  Construction Management At-Risk Services for Stead Park Recreation Center	
6. Issued By: Department of General Services Contracting and Procurement Division 3924 Minnesota Ave NE, 5th Floor Washington, DC 20019			7. Administered By (If other than line 6) Department of General Services Capital Construction Division 3924 Minnesota Ave NE, 5th Floor Washington, DC 20019		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)  Gabe Oliver GCS, Inc. 3020 Yost Place, NE Washington, DC 20018 Email: <a href="mailto:msigal@gcs-sigal.com">msigal@gcs-sigal.com</a> <a href="mailto:gloiver@gcs-sigal.com">gloiver@gcs-sigal.com</a>			9A. Amendment of Solicitation No.		
			9B. Dated (See Item 11)		
			10A. Modification of Contract/Order No. DCAM-20-CS-RFP-0020		
			10B. Dated (See Item 13) August 11, 2022		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14.					
C. This supplemental agreement is entered into pursuant to authority of:					
X D. Other (Specify type of modification and authority) Title 27 DCMR Sections 4728 and Contract No. DCAM-20-CS-RFP-0020					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) Contract No. DCAM-20-CS-RFP-0020 for Construction Manager at Risk ("CMAR") Services for Stead Park Recreation Center (the "Project") is hereby modified as follows: <b>1. Value of Agreement</b> The additional cost is due to the Redesign of Playground Equipment. The Contract Value Increased from \$15,201,683.00 by \$100,000.00 to \$15,301,683.00. This increase is to authorize GCS, Inc. ("The Contractor") to perform additional services as described in the potential change order (Attachment A). In no event shall the contractor be paid more than \$15,301,683.00 unless the Contractor, is authorized to exceed this limit in advance and in writing by DGS Contracting Officer. <b>2. Substantial Completion Date.</b> The Substantial Completion Date is hereby to extend from November 03, 2023, to December 15, 2023. Contract time extension due to DOEE review and approval of the revised drawings for Bioretention #5 re-design due to unforeseen existing conditions and site utilities. <b>3. Final Completion Date.</b> The Final Completion Date is hereby to extend from March 01, 2024 to April 15, 2024. <b>4. Administrative Term Date:</b> The Administrative Term Date is hereby to extend from June 01, 2024, to July 15, 2024. <b>5. Terms &amp; Conditions.</b> All other terms and conditions remain unchanged. <b>6. Release.</b> It is mutually agreed that in exchange for this Cost Modification and other consideration, the Contractor hereby releases, waives, settles and holds the Department harmless from any and all actual or potential claims or demands for delays, disruptions, additional work, additional time, additional cost, contract extensions, compensations or liability under any theory, whether known or unknown, that the Contractor may have now or in the future against the Department arising from or out of, as consequences or result of, relating to or in any manner connected with this Modification, the above-referenced Project, and the Contract work.					
15A. Name and Title of Signer Gabe Oliver, Vice President			16A. Name of Contracting Officer Obaidullah Ranjbar		
15B. GCS, Inc. 		15C. Date Signed 11/3/23	16B. District of Columbia Obi Ranjbar		16C. Date Signed 11/03/2023
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

(Continuation)

Contract Number	Modification No.	Page of Pages
DCAM-20-CS-RFP-0020	Modification No. 8	2 of 2

**7. Contract Recap:**

<b>Letter Contract</b>	Letter Contract Executed on June 14, 2021	<u><b>\$950,000.00</b></u>
Modification No. 1	Administrative - Time Extension	\$0.00
Modification No. 2	Administrative - Time Extension	\$0.00
Modification No. 3	Administrative - Time Extension	\$0.00
<b>Definitive Contract</b>	Definitive Contract Executed on August 11, 2022	<u><b>\$13,474,000.00</b></u>
Modification No. 4	Incorporating ADA Impact Cost and Time Extension	\$700,000.00
Modification No. 5	Incorporates Added Cost for unforeseen condition	\$329,370.00
Modification No. 6	Administrative - Time Extension	\$0.00
Modification No. 7	Incorporates Added Cost for unforeseen condition, re-design and unsuitable soils for the Stead Park Recreation Center	\$698,313.00
Modification No. 8	Current Contract Value Increased	<u>\$100,000.00</u>
<b>Guaranteed Maximum Price</b>		<u><b>\$ 15,301,683.00</b></u>

MODIFICATION OF CONTRACT		1. Contract Number DCAM-20-CS-RFP-0020	Page of Pages 1   2	
2. Modification Number  Modification No. 10	3. Effective Date  See Block 16C	4. Requisition/Purchase Request No.  RK266072	5. Caption  Construction Management At-Risk Services for Stead Park Recreation Center	
6. Issued By: Department of General Services Contracting and Procurement Division 3924 Minnesota Ave NE, 5th Floor Washington, DC 20019		7. Administered By (If other than line 6) Department of General Services Capital Construction Division 3924 Minnesota Ave NE, 5th Floor Washington, DC 20019		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)  Gabe Oliver GCS, Inc. 3020 Yost Place, NE Washington, DC 20018 Email: <a href="mailto:mssigal@gcs-sigal.com">mssigal@gcs-sigal.com</a> <a href="mailto:gloiver@gcs-sigal.com">gloiver@gcs-sigal.com</a>		9A. Amendment of Solicitation No.		
		9B. Dated (See Item 11)		
		10A. Modification of Contract/Order No. DCAM-20-CS-RFP-0020		
		X 10B. Dated (See Item 13) August 11, 2022		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14.				
C. This supplemental agreement is entered into pursuant to authority of:				
X D. Other (Specify type of modification and authority) Title 27 DCMR Sections 4728 and Contract No. DCAM-20-CS-RFP-0020				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) Contract No. <b>DCAM-20-CS-RFP-0020</b> for Construction Manager at Risk ("CMAR") Services for Stead Park Recreation Center (the "Project") is hereby modified as follows: <b>1. Value of Agreement: Value of Agreement</b> is hereby Increased from <b>\$15,301,683.00</b> to <b>\$15,801,253.00</b> by <b>\$499,570.00</b> . The increase of <b>\$499,570.00</b> is for the modernization of the existing recreation facility with an addition and to bring it up to ADA standards. In no event shall the contractor be paid more than <b>\$15,801,253.00</b> unless the Contractor is authorized to exceed this limit in advance and in writing by DGS Contracting Officer. <b>Contractor's Proposal</b> consisting of the following items is hereby provided as <b>Exhibit A</b> : 1. Cost Summary 2. Drawings 3. SBE Subcontracting Plan 4. First Source Employment Agreement and Plan 5. Certificate of Clean Hands 6. Bond Rider <b>2. Terms &amp; Conditions.</b> All other terms and conditions remain unchanged. <b>3. Release.</b> It is mutually agreed that in exchange for this Change Order and other consideration, the Contractor hereby releases, waives, settles and holds the Department harmless from any and all actual or potential claims or demands for delays, disruptions, additional work, additional time, additional cost, contract extensions, compensations or liability under any theory, whether known or unknown, that the Contractor may have now or in the future against the Department arising from or out of, as consequences or result of, relating to or in any manner connected with this Modification, the above-referenced Project, and the Contract work.				
15A. Name and Title of Signer  Gabe Oliver, Vice President		16A. Name of Contracting Officer  Obaidullah Ranjbar		
15B. GCS, Inc.   (Signature of person authorized to sign)		15C. Date Signed  08/14/2021	16B. District of Columbia	16C. Date Signed
		(Signature of Contracting Officer)		

(Continuation)

Contract Number	Modification No.	Page of Pages
DCAM-20-CS-RFP-0020	Modification No. 10	2 of 2

**4. Contract Recap:**

<b>Letter Contract</b>	Letter Contract Executed on June 14, 2021	<b><u>\$950,000.00</u></b>
Modification No. 1	Administrative - Time Extension	\$0.00
Modification No. 2	Administrative - Time Extension	\$0.00
Modification No. 3	Administrative - Time Extension	\$0.00
<b>Definitive Contract</b>	Definitive Contract Executed on August 11, 2022	<b><u>\$13,474,000.00</u></b>
Modification No. 4	Incorporating ADA Impact Cost and Time Extension	\$700,000.00
Modification No. 5	Incorporates Added Cost for unforeseen condition	\$329,370.00
Modification No. 6	Administrative - Time Extension	\$0.00
Modification No. 7	Incorporates Added Cost for unforeseen condition, re-design and unsuitable soils for the Stead Park Recreation Center	\$698,313.00
Modification No. 8	Current Contract Value Increased	\$100,000.00
Modification No. 9	Administrative - Time Extension	\$0.00
Modification No. 10	Contract Value Increased	\$499,570.00
<b>Guaranteed Maximum Price:</b>		<b><u>\$15,801,253.00</u></b>

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

**DEPARTMENT OF GENERAL SERVICES**



**EXHIBIT A – CONTRACTOR’S PROPOSAL**

**(EXHIBIT WILL APPEAR ON THE FOLLOWING PAGES)**



November 9, 2023

Sent via email to:

Michael Etherton  
 Senior Project Manager - Capital Construction Services  
 Contractor with Department of General Services  
 3924 Minnesota Avenue, NE - 5th Floor  
 Washington, DC 20019

**RE: Stead Park Recreation Center  
 Field Turf Replacement**

Dear Mike:

We hereby submit our bid proposal in the amount of **Four Hundred Ninety-Nine Thousand Five Hundred Seventy Dollars (\$499,570.00)** to remove and replace the existing field turf field and running track.

Our cost breakdown is as follows:

<b>Description</b>	<b>Itemized Cost</b>	<b>Total</b>
<b>Field Turf Removal/Replacement</b>		<b>\$281,385</b>
New Turf – SYNAugustine X47	\$141,712	
Envirofill Ballast	41,590	
Perimeter Board	2,700	
Adhesive	4,200	
Freight	9,273	
Labor – Remove Existing Turf Field	36,500	
Labor – Install New Turf	45,410	
<b>Running Track</b>		<b>\$88,925</b>
Material – New Poured in Place Rubber Surface	\$59,335	
Labor – Removal of Existing Track	11,558	
Labor – Installation of New Track	19,032	
<b>Project Requirements</b>		<b>\$15,600</b>
Temporary Toilets	\$2,400	
Temporary Fencing	4,200	
Tree Protection	5,000	
Dumpsters	4,000	
<b>Root Pruning Allowance</b>		<b>11,172</b>
<b>Direct Cost Subtotal</b>		<b>\$397,082</b>
<b>General Conditions</b> – Please see breakout below		72,972
<b>Insurance</b>		<b>5,200</b>
<b>Performance and Payment Bonds</b>		<b>5,560</b>
<b>Fee</b>		<b>18,756</b>
<b>TOTAL</b>		<b>\$499,570</b>

## General Conditions Breakdown

Project Executive	\$ 4,676
Project Manager	10,604
Assistant Project Manager	8,252
Superintendent	41,200
Project Accountant	3,200
Field Office Supplies	420
Postage/Messenger	500
Safety Officer	2,120
Project Safety Signage	2,000
<b>Total General Conditions</b>	<b><u>\$72,972</u></b>

Our proposal is based upon the following clarifications:

1. All work will be performed during normal working hours, Monday through Friday. No overtime, premium time, or differential time is included unless otherwise noted.
2. Building department filing or permits are by owner if required.
3. We will need the field shut down for ten (10) weeks in order to complete the turf and track replacement.
4. No CBE participation is included in this proposal.
5. New first source excluded from this proposal.
6. Wage scale is included per General Wage Decision Number DC20200002 dated September 18, 2020.
7. No underdrain or modification to existing drainage system is included.
8. Turf does not include pad.
9. We assume that the existing subbase material is acceptable for reuse. We include new sand to level field only.
10. Concrete curb along running track is existing to remain.
11. We assume concrete/stone base at track is existing to remain.
12. Striping of track is not included in this proposal.
13. New track to be 1 to 1 1/2" of base with 1/2" top layer of EPDM.
14. Proposal is based on an in-kind replacement of the turf field and running track. No work related to concrete planters, site specialties, landscaping, fencing etc. is included in this proposal.
15. The PIP Surface for the track requires 48 - 72 hours to cure. We will need a weather forecast with temperatures above 40 degrees for 3 days/nights in order to start this work.

We appreciate the opportunity to work with you on this project. Please do not hesitate to contact me should you have any questions.

Sincerely,

Paul Vayo  
Project Executive  
202.359.4459  
[pvayo@gcs-sigal.com](mailto:pvayo@gcs-sigal.com)

CC: Dan Waldo (via email)  
Ryan Walsh (via email)  
Sean Frazier (via email)



Landscape Architecture, P.C.  
 4415 Oneida Drive, Suite 100A  
 Alexandria, Virginia 22312  
 Tel: 703.718.6500 Fax: 703.718.6503  
 Email: Forthel.Don@studio39.com



STEAD PARK  
 WASHINGTON, DISTRICT OF COLUMBIA  
 FRIENDS OF STEAD PARK

WASHINGTON METRO AREA BOARD OF SUPERVISORS  
 DISTRICT OF COLUMBIA DEPARTMENT OF PUBLIC WORKS  
 OFFICE OF THE DEPARTMENT CHIEF OF ENGINEERING  
 1100 15th Street, N.W., Washington, D.C. 20004  
 WWW.DC.GOV/DCPW/ENGINEERING

REVISIONS:

AS1002	07.24.14
AS1003	08.14.14

LAYOUT PLAN - NORTH

DESIGN:	DD
DRAWN:	ET
CHECKED:	DD

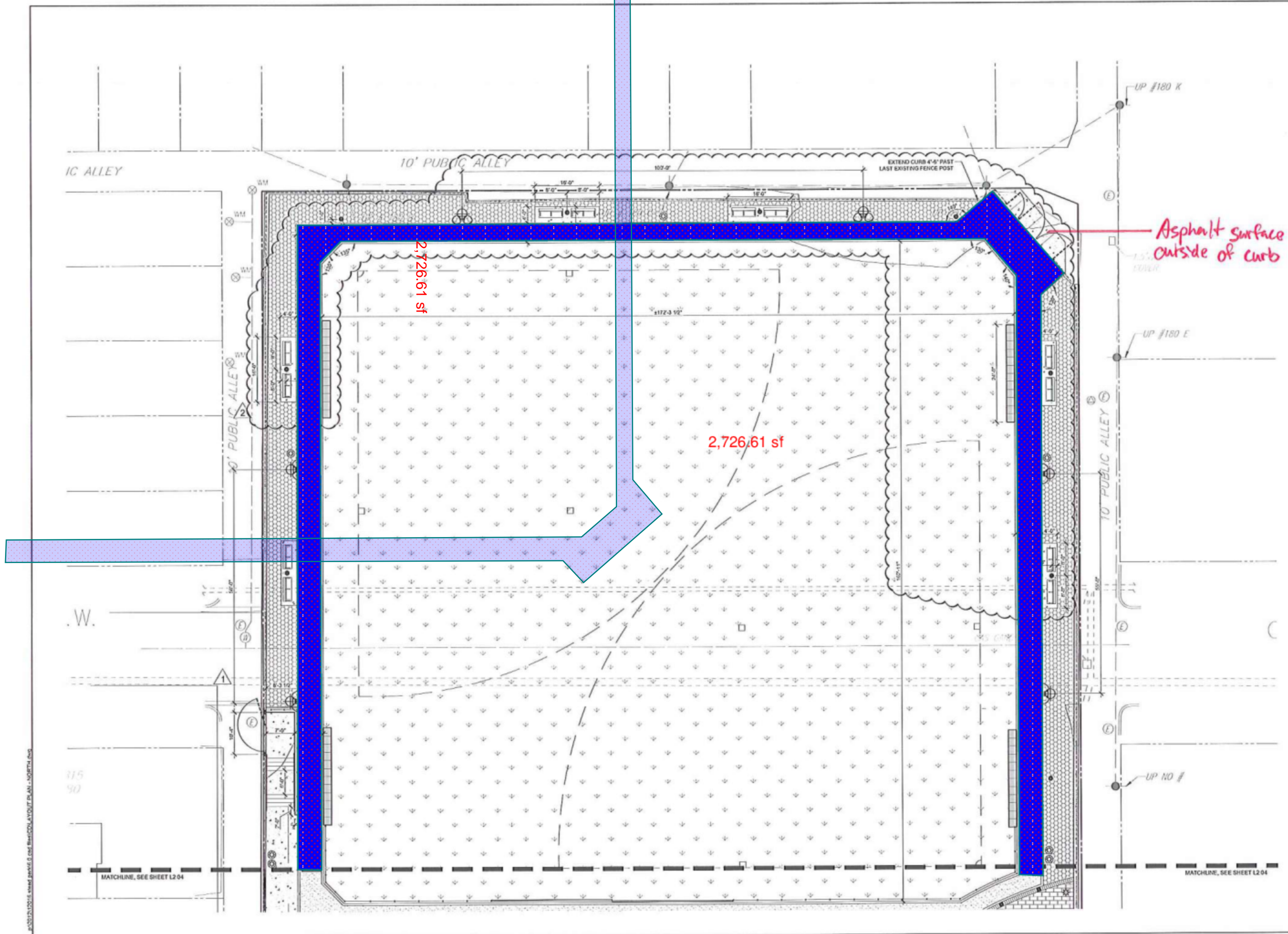


PROJECT NO: 12016  
 DATE: 12.20.2013

L2.03

PERMIT SET

RELEASED FOR CONSTRUCTION



L:\2013\12016 - Stead Park\12016 - Stead Park\12016 - Stead Park\_LAYOUT PLAN - NORTH.dwg



Landscape Architecture, P.C.  
 4416 Gravelly Drive, Suite 100A  
 Alexandria, VA 22304  
 Tel: 703.719.4500 Fax: 703.719.4503  
 Email: info@studio39.com



STEAD PARK  
 WASHINGTON, DISTRICT OF COLUMBIA  
 FRIENDS OF STEAD PARK

THIS DOCUMENT IS THE PROPERTY OF STUDIO39 AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF STUDIO39.

REVISIONS:

AS1 003	03.14.14
AS1 004	10.08.14

LAYOUT PLAN - SOUTH

DESIGN:	CO
DRAWN:	ET
CHECKED:	CO

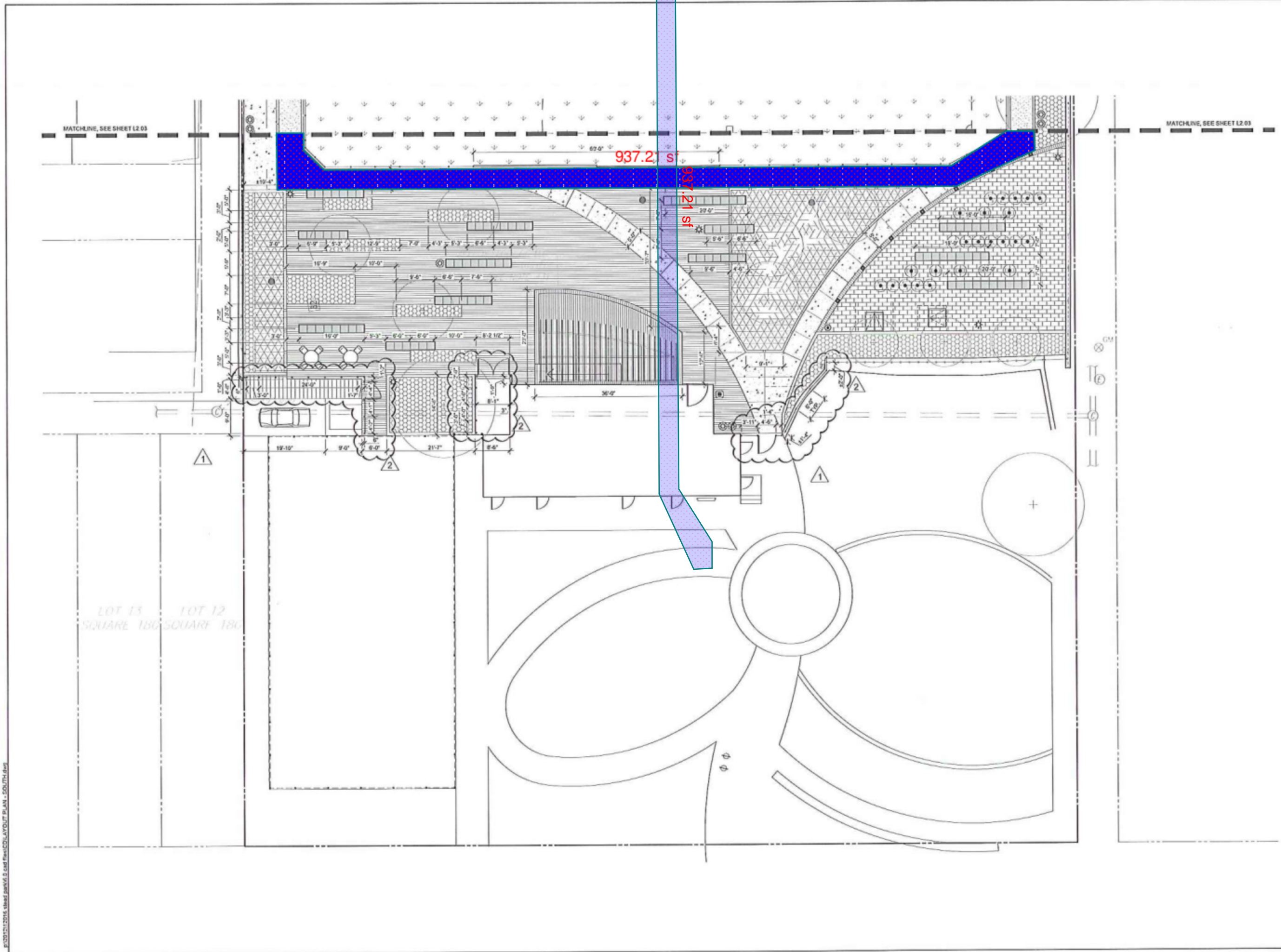


PROJECT NO: 12016  
 DATE: 12.20.2013

L2.04

PERMIT SET

RELEASED FOR CONSTRUCTION



MATCHLINE, SEE SHEET L2.03

MATCHLINE, SEE SHEET L2.03

LOT 13 SQUARE 180 LOT 12 SQUARE 180

P:\2013\12016 Stead Park\12.04 Landscape\Layout\PLAN - SOUTH.dwg



## SBE SUBCONTRACTING PLAN

**INSTRUCTIONS:** All construction & non-construction contracts for **government-assisted projects (agency contracts & private project with District subsidy)** over \$250,000, shall require at least 35% of the amount of the contract (total amount of agency contract or total private project development costs) be subcontracted to Small Business Enterprises (SBE), if insufficient qualified SBEs to Certified Business Enterprises (CBE). The SBE Subcontracting Plan must list all SBE and CBE subcontracts at every tier. Once the SBE Subcontracting Plan is submitted for agency contracts, options & extensions, it can only be amended with DSLBD's consent.

**SUBMISSION OF SBE SUBCONTRACTING PLAN:**

- ▲ For **agency** solicitations - submit to agency with bid/proposal.
- ▲ For **agency** options & extensions - submit to agency before option or extension exercised.
- ▲ For **private projects** - submit to DSLBD, agency project manager and District of Columbia Auditor, with each quarterly report. As private projects may not have awarded all contracts at the time the District subsidy is granted, the SBE Subcontracting Plan may be submitted simultaneously with each quarterly report and list all SBE/CBE subcontracts executed by the time of submission.

**CREDIT:** For each subcontract listed on the SBE Subcontracting Plan, credit will only be given for the portion of the subcontract performed, at every tier, by a SBE/CBE using *its own organization and resources*. **COPIES OF EACH FULLY EXECUTED SUBCONTRACT WITH SBEs and CBEs (AT EVERY TIER) MUST BE PROVIDED TO RECEIVE CREDIT.**

**EXEMPTION:** If the **Beneficiary (Prime Contractor or Developer)** is a CBE and will perform the ENTIRE **government-assisted project** with its *own organization and resources* and will NOT subcontract any portion of the services and goods, then the CBE is not required to subcontract 35% to SBEs.

<b>BENEFICIARY (<input checked="" type="checkbox"/> which applies <input checked="" type="checkbox"/> Prime Contractor or <input type="checkbox"/> Developer) INFORMATION:</b>	
<p>GCS, Inc. DBA            Company: <u>GCS-SIGAL</u> Contact # <u>(202) 944-6600</u> Email address: <u>GOLIVER@GCS-SIGAL.COM</u>            Street Address: <u>1140 3rd St NE, Suite 320, Washington, DC 20002</u></p>	
<p>✓ all that applies, Company is:  <input type="checkbox"/> a SBE    <input checked="" type="checkbox"/> a CBE    <input type="checkbox"/> CBE Certification Number: <u>LZXR28836012025</u>  <input type="checkbox"/> WILL perform the ENTIRE agency contract or private project with its own organization and resources  <input checked="" type="checkbox"/> WILL subcontract a portion of the agency contract or private project</p>	
<p>Company's point of contact for agency contract or private project:</p>	
<p>Point of Contact: <u>GABE OLIVER</u></p>	<p>Title: <u>Partner and S.V.P.</u></p>
<p>Contact # <u>(202) 944-6600</u></p>	<p>Email address: <u>GOLIVER@GCS-SIGAL.COM</u></p>
<p>Street Address: <u>1140 3rd St NE, Suite 320, Washington, DC 20002</u></p>	

<b>GOVERNMENT-ASSISTED PROJECT (<input checked="" type="checkbox"/> which applies <input checked="" type="checkbox"/> Agency Contract or <input type="checkbox"/> Private Project) INFORMATION:</b>	
<b>AGENCY SOLICITATION</b>	<b>PRIVATE PROJECT</b>
<p>Solicitation Number <u>DCAM-20-CS-RFP-0020</u>            Solicitation Due Date: <u>January 20, 2021</u>            Agency: <u>DGS</u>            Total Dollar Amount of Contract: \$ <u>15,801,253</u></p> <p><i>*Design-Build must include total contract amount for both design and build phase of project.</i></p> <p>35% of Total Dollar Amount of Contract: \$ <u>5,530,439</u></p> <p>Total Amount of All SBE/CBE subcontracts: \$ <u>5,781,031</u>  <i>(include every lower tier)</i></p>	<p>District Subsidy: _____            Agency Providing Subsidy: _____            Amount of District Subsidy: _____            Date District Subsidy Provided: _____</p> <p>Project Name: _____            Project Address: _____</p> <p>Total Development Project Budget: \$ _____  <i>(include pre-construction and construction costs)</i></p> <p>35% of Total Development Project Budget: \$ _____</p> <p>Total Amount of All SBE/CBE subcontracts: \$ _____  <i>(include every lower tier)</i></p>



**SBE/ CBE SUBCONTRACTORS (FOR EACH TIER):**

<b>SBE/ CBE SUBCONTRACTOR INFORMATION:</b> <i>(For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)</i>			
SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
Iron Fabrication Services, LLC	306 Florida Ave NW, Washington DC, 20001	Select Tier 1st	Structural and Misc Metals
Period of subcontract: <u>June</u> , 2022 - July, 2023 Price to be paid to the SBE/CBE Subcontractor: <u>\$1,478,065</u> ✓all that applies, Subcontractor is: <input checked="" type="checkbox"/> a SBE <input type="checkbox"/> a CBE <input type="checkbox"/> CBE Certification #: <u>LS63879092024</u> <input checked="" type="checkbox"/> SBE/CBE will perform the ENTIRE subcontract with its own organization and resources <input type="checkbox"/> SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)			SBE/ CBE Point of Contact Name: <u>Ali Azad</u> Title: <u>Director of Estimating and Procurement</u> Telephone Number: <u>(410) 712-7070</u> Email Address: <u>mali@ironfs.com</u>

<b>SBE/ CBE SUBCONTRACTOR INFORMATION:</b> <i>(For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)</i>			
SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
JJ Prime Services, LLC	1421 Kenilworth Ave NE, Washington DC, 20019	Select Tier 1st	Sitework, Site Utilities
Period of subcontract: <u>June</u> , 2022 - July, 2023 Price to be paid to the SBE/CBE Subcontractor: <u>\$1,740,990</u> ✓all that applies, Subcontractor is: <input checked="" type="checkbox"/> a SBE <input type="checkbox"/> a CBE <input type="checkbox"/> CBE Certification # <u>LSD64283022025</u> <input type="checkbox"/> SBE/CBE will perform the ENTIRE subcontract with its own organization and resources <input type="checkbox"/> SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)			SBE/ CBE Point of Contact Name: <u>Juan Aguirre</u> Title: _____ Telephone Number: <u>(202) 399-0060</u> Email Address: <u>contact@jjprimeservices.com</u>

Paul Vayo, Project Exec, GCS, Inc. DBA GCS-SIGAL

I Paul Vayo, OT G, swear or affirm the above is true and accurate  
 (Name) (Title) (Prime Contractor/ Developer)

[Signature]      5/13/24  
 (Signature)      (Date)

**Complete additional copies as needed.**



**SBE/ CBE SUBCONTRACTORS (FOR EACH TIER):**

<b>SBE/ CBE SUBCONTRACTOR INFORMATION:</b> <i>(For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)</i>			
SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
Dynamic Contracting, Inc.	2806 Douglas St NE, Washington, DC 20018	Select Tier 1st	Drywall and Ceilings
Period of subcontract: <u>June</u> , 2022 - July, 2023 Price to be paid to the SBE/CBE Subcontractor: \$ <u>1,054,170</u> <i>✓all that applies, Subcontractor is:</i> <input checked="" type="checkbox"/> a SBE <input type="checkbox"/> a CBE <input type="checkbox"/> CBE Certification #: <u>LSDZ33855062025</u> <input checked="" type="checkbox"/> SBE/CBE will perform the ENTIRE subcontract with its own organization and resources <input type="checkbox"/> SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)			SBE/ CBE Point of Contact Name: <u>Maria</u> Cartagena Title: _____ Telephone Number: <u>(202) 408-5009</u> Email Address: <u>mariac@dynamic-contracting.com</u>

<b>SBE/ CBE SUBCONTRACTOR INFORMATION:</b> <i>(For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)</i>			
SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
Precision Wall Tech, Inc.	605 Raleigh Pl SE, Washington, DC 20032	Select Tier 1st	Painting
Period of subcontract: <u>June</u> , 2022 - July, 2023 Price to be paid to the SBE/CBE Subcontractor: \$ <u>92,680</u> <i>✓all that applies, Subcontractor is:</i> <input checked="" type="checkbox"/> a SBE <input type="checkbox"/> a CBE <input type="checkbox"/> CBE Certification # <u>LSDZ64725122024</u> <input checked="" type="checkbox"/> SBE/CBE will perform the ENTIRE subcontract with its own organization and resources <input type="checkbox"/> SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)			SBE/ CBE Point of Contact Name: <u>Cindy</u> Athey Title: <u>President</u> Telephone Number: <u>(202) 330-0955</u> Email Address: <u>cathey@precisionwall.com</u>

Paul Vayo, Project Exec, GCS, Inc. DBA GCS-SIGAL  
 I, \_\_\_\_\_, of \_\_\_\_\_, swear or affirm the above is true and accurate  
 (Name) (Title) (Prime Contractor/ Developer)

Paul Vayo (Signature)      5/13/24 (Date)

**Complete additional copies as needed.**



**SBE/ CBE SUBCONTRACTORS (FOR EACH TIER):**

**SBE/ CBE SUBCONTRACTOR INFORMATION:** (For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount **including total design and build costs**) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)

SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
Potomac Fire Protection Company Inc.	700 12th St NW, Washington, DC 20005	Select Tier 1st	Fire Protection/Sprinklers

Period of subcontract: June, 2022 - July, 2023

Price to be paid to the SBE/CBE Subcontractor: \$98,985

✓all that applies, Subcontractor is:  
 a SBE     a CBE     CBE Certification #: LSZRV68174042024  
 SBE/CBE will perform the ENTIRE subcontract with its own organization and resources  
 SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)

SBE/ CBE Point of Contact  
 Name: Tony Butler  
 Title: \_\_\_\_\_  
 Telephone Number: (202) 543-2590  
 Email Address: tjbutler@potomacfireprotection.com

**SBE/ CBE SUBCONTRACTOR INFORMATION:** (For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount **including total design and build costs**) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)

SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
District Electrical Services, Inc.	1100 New Jersey Ave SE, Washington, DC 20003	Select Tier 1st	Electrical Work

Period of subcontract: June, 2022 - July, 2023

Price to be paid to the SBE/CBE Subcontractor: \$878,700

✓all that applies, Subcontractor is:  
 a SBE     a CBE     CBE Certification #: LZ11428102025  
 SBE/CBE will perform the ENTIRE subcontract with its own organization and resources  
 SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)

SBE/ CBE Point of Contact  
 Name: Terry Beauford  
 Title: \_\_\_\_\_  
 Telephone Number: (202) 465-7020  
 Email Address: tbeauford-des@wcsmith.com

Paul Vayo, Project Exec, GCS, Inc. DBA GCS-SIGAL  
 I, \_\_\_\_\_ of \_\_\_\_\_, swear or affirm the above is true and accurate  
 (Name) (Title) (Prime Contractor/ Developer)

Paul Vayo                      5/13/24  
 (Signature)                      (Date)

**Complete additional copies as needed.**





**SBE/ CBE SUBCONTRACTORS (FOR EACH TIER):**

<b>SBE/ CBE SUBCONTRACTOR INFORMATION:</b> <i>(For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)</i>			
SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
GCA Floors, LLC	3221 M St NW, Washington, DC 20007	<u>Select Tier</u> 1st	Flooring and Tiling
Period of subcontract: <u>June</u> , 2022 - July, 2023 Price to be paid to the SBE/CBE Subcontractor: \$ <u>112,441</u> <i>✓all that applies, Subcontractor is:</i> <input checked="" type="checkbox"/> a SBE <input type="checkbox"/> a CBE <input type="checkbox"/> CBE Certification #: <u>LSZB3954022024</u> <input checked="" type="checkbox"/> SBE/CBE will perform the ENTIRE subcontract with its own organization and resources <input type="checkbox"/> SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)			SBE/ CBE Point of Contact Name: <u>Larry</u> Walston Title: _____ Telephone Number: <u>(202) 735-0766</u> Email Address: <u>lwalston@gcsfloors.com</u>

<b>SBE/ CBE SUBCONTRACTOR INFORMATION:</b> <i>(For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)</i>			
SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
G&C Supply Company, Inc.	1105 State Route 77, Atwood, TN 38220	<u>Select Tier</u> 2nd	Mechanical/Plumbing Equipment Supply
Period of subcontract: <u>June</u> , 2022 - July, 2023 Price to be paid to the SBE/CBE Subcontractor: \$ <u>325,000</u> <i>✓all that applies, Subcontractor is:</i> <input checked="" type="checkbox"/> a SBE <input type="checkbox"/> a CBE <input type="checkbox"/> CBE Certification # <u>LSV07447012023</u> <input type="checkbox"/> SBE/CBE will perform the ENTIRE subcontract with its own organization and resources <input checked="" type="checkbox"/> SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)			SBE/ CBE Point of Contact Name: <u>Gene</u> Hale Title: _____ Telephone Number: <u>(202) 248-5070</u> Email Address: <u>gene@gandccorp.com</u>

Paul Vayo, Project Exec, GCS, Inc. DBA GCS-SIGAL

I \_\_\_\_\_ of \_\_\_\_\_, swear or affirm the above is true and accurate  
 (Name) (Title) (Prime Contractor/ Developer)

Paul Vayo                      5/13/24  
 (Signature)                      (Date)

**Complete additional copies as needed.**



AGENCY CONTRACTING OFFICER'S USE ONLY **OR**  AGENCY PROJECT MANAGER'S USE ONLY  
(✓ which applies. Only one option should be selected.)

AGENCY CONTRACT AWARD	PRIVATE PROJECT SUBSIDY AWARD
Agency: _____ Prime Contractor: _____ Contract Number: _____ Date SBE Subcontracting Plan Accepted: _____ Date agency contract signed: _____  Anticipated Start Date of Contract: _____ Anticipated End Date of Contract: _____  Total Dollar Amount of Contract: \$ _____  <i>*Design-Build must include total contract amount for both design and build phase of project.</i>  35% of Total Contract Amount: \$ _____  Total Amount of All SBE/CBE subcontracts: \$ _____ <i>(include every tier)</i>  (✓ if applies) <input type="checkbox"/> Base Period Contract -- Option/Extension Period: _____ <input type="checkbox"/> Multi-year Contract First year (period) of Contract: _____ Current year (period) of Contract: _____ <input type="checkbox"/> Design-Build --Date of Guaranteed Contract: _____  <input type="checkbox"/> Check if prime contractor is a CBE and will perform the ENTIRE government-assisted project (agency contract) with its own organization and resources and NOT subcontract any portion of services or goods.	Agency Providing Subsidy: _____ District Subsidy: _____ Developer: _____ Amount of District Subsidy: _____ Date District Subsidy Provided/ contract signed: _____  Anticipated Start Date of Project: _____ Anticipated End Date of Project: _____  Project Name: _____ Project Address: _____  Total Development Project Budget: \$ _____ <i>(include pre-construction and construction costs)</i>  35% of Total Development Project Budget: \$ _____  Total Amount of All SBE/CBE subcontracts: \$ _____ <i>(include every lower tier)</i>  <input type="checkbox"/> Check if developer is a CBE and will perform the ENTIRE government-assisted project (private project) with its own organization and resources and NOT subcontract any portion of services or goods.

AGENCY CONTRACTING OFFICER'S AFFIRMATION OR  AGENCY PROJECT MANAGER'S AFFIRMATION  
(✓ which applies)

The Below Agency Contracting Officer or Agency Project Manager Affirms the following (✓ to affirm):

- If the Beneficiary is a CBE, DSLBD was contacted to confirm Beneficiary's CBE certification;
- The fully executed Contract (Base or Option or Extension or Multi-Year) or subsidy document, between the Beneficiary and Agency, was emailed to DSLBD @ [Compliance.Enforcement@dc.gov](mailto:Compliance.Enforcement@dc.gov) within five (5) days of signing;
- FOR AGENCY CONTRACT** the SBE Subcontracting Plan, submitted by Beneficiary, was emailed to DSLBD @ [Compliance.Enforcement@dc.gov](mailto:Compliance.Enforcement@dc.gov) within five (5) days of signing the contract between the Beneficiary and Agency.

\_\_\_\_\_  
Name of Agency Contracting Officer or Agency Project Manager

\_\_\_\_\_  
Title of Agency Contracting Officer or Agency Project Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
FIRST SOURCE EMPLOYMENT AGREEMENT (2) FOR  
CONSTRUCTION PROJECTS ONLY**



**GOVERNMENT-ASSISTED PROJECT/CONTRACT INFORMATION**

CONTRACT/SOLICITATION NUMBER: DCAM-20-CS-RFP-0020  
 DISTRICT CONTRACTING AGENCY: Department of General Services  
 CONTRACTING OFFICER: Obaidullah Ranjbar  
 TELEPHONE NUMBER: 202-359 3362  
 TOTAL CONTRACT AMOUNT: \$15,801,253

**THIS SECTION TO BE COMPLETED BY THE BENEFICIARY ONLY:**

TOTAL GOVERNMENT ASSISTED FUNDED AMOUNT: \$15,801,253 DATE \_\_\_\_\_  
 CONTRACT  GRANT  LOAN  TAX ABATEMENT OR EXEMPTION  LAND TRANSFER  
 LAND DISPOSITION AND DEVELOPMENT AGREEMENT  TAX INCREMENT FINANCING  
 ANY ADDITIONAL LEGISLATION, IF YES \_\_\_\_\_

D.C. CODE#

GENERAL CONTRACTOR WILL MEET THE HIRING OR HOURS WORKED PERCENTAGES REQUIREMENTS FOR ENTIRE PROJECT  OR PER EACH SUBCONTRACTOR

PROJECT NAME: Stead Park Recreation Center  
 PROJECT ADDRESS: 1625 P Street NW  
 CITY: Washington STATE: D.C. ZIP CODE: 20036  
 PROJECT START DATE: Aug<sup>1</sup> 9, 2022 PROJECT END DATE: October 4, 2024  
 EMPLOYER START DATE: August 9, 2022 EMPLOYER END DATE: October 4, 2024

**EMPLOYER INFORMATION**

EMPLOYER NAME: GCS, Inc dba GCS-SI GAL  
 EMPLOYER ADDRESS: 1140 3rd St NE Ste 320  
 CITY: Washington STATE: D.C. ZIP CODE: 20002  
 TELEPHONE NUMBER: (202) 994-6600 FEDERAL IDENTIFICATION NO.: 52-1488921  
 CONTACT PERSON: Gabe Oli ver  
 TITLE: Partner and Senior Vice President  
 E-MAIL: goli ver@gcs-si gal.com TELEPHONE NUMBER: (202) 437-6771  
 CERTIFIED BUSINESS ENTERPRISES CERTIFICATION NUMBER: LZXR26836 012025  
 D.C. APPRENTICESHIP COUNCIL REGISTRATION NUMBER: NA  
 ARE YOU A SUBCONTRACTOR  YES  NO IF YES, NAME OF PRIME CONTRACTOR: \_\_\_\_\_

This First Source Employment Agreement (Agreement), in accordance with Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2.219.05), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431) is a required agreement between the District of Columbia Department of Employment Services (DOES) and EMPLOYER.

EMPLOYER, which includes the Beneficiary and all contractors and subcontractors, is working on a contract or project that has received:

- D.C. Government assistance valued between \$300,000 and \$5 million dollars, required to make a good faith effort to ensure that 51% of all new hires are District residents. (D.C. Official Code § 2-219(e)(1)(A))
- D.C. Government assistance valued at \$5 million or more, required to have the following percentage of hours worked in each classification by DC residents; 20% of journey worker hours; 60% of apprentice hours; 51% of skilled laborer hours; 70% of common laborer hours for all jobs created by the Project. (D.C. Official Code §2-219.03 (1A)(A))

DOES is the first source for recruitment, referral, and placement of new hires or employees for all jobs created by the Government Assisted Project or Contract (Project).

EMPLOYER began work on the Project, prior to receipt of an accepted First Source Employment Agreement (Agreement) from DOES, in violation of D.C. Code §2-219.03. In order to continue to work on the Project, Employer shall adhere to the Agreement requirements retroactive to the date that work began and continuing until Project completion.

The Parties agree to the terms and conditions of the Agreement as follows:

## I. DEFINITIONS

The following definitions shall govern the terms used in this Agreement.

- A. **Apprentice** means a worker who is employed to learn an apprenticeable occupation under the terms and conditions of approved apprenticeship standards.
- B. **Beneficiary** means:
  - 1. The signatory to a contract executed by the Mayor which involves any District of Columbia government funds, or funds which, in accordance with a federal grant or otherwise, the District government administers and which details the number and description of all jobs created by a government-assisted Project for which the beneficiary is required to use the First Source Register;
  - 2. A recipient of a District government economic development action including contracts, grants, loans, tax abatements, land transfers for redevelopment, or tax increment financing that results in a financial benefit of \$300,000 or more from an agency, commission, instrumentality, or other entity of the District government, including a financial or banking institution which serves as the repository for \$1 million or more of District of Columbia funds.
- C. **Contracting Agency** means any District of Columbia agency that awarded a government assisted Project totaling \$300,000 or more.
- D. **Direct labor costs** means all costs, including wages and benefits, associated with the hiring and employment of personnel assigned to a process in which payroll expenses are traced to the units of output and are included in the cost of goods sold.
- E. **EMPLOYER** means any entity awarded a government assisted Project totaling \$300,000 or more, including all individual contractor and subcontractor entities at any tier who work on the Project.
- F. **First Source Employer Portal** is a website consisting of a connected group of static and dynamic web pages with the ability for Employers to enter data using the internet. The website is accessible by a Uniform Resource Locator (URL) and is maintained by DOES. The website provides reporting information to First Source EMPLOYERS.
- G. **First Source Register** means the DOES Automated Applicant Files, which consists of the names of DC residents registered with DOES.
- H. **Good faith effort** means an EMPLOYER has exhausted all reasonable means to comply with any affirmative action, hiring, or contractual goal(s) pursuant to the First Source law and Agreement.

- I. **Government-assisted project or contract (Project)** means any construction or non-construction Project that receives funds or resources, valued at \$300,000 or more, from the District of Columbia, or funds or resources which, in accordance with a federal grant or otherwise, the District of Columbia government administers, including contracts, grants, loans, tax abatements or exemptions, land transfers, land disposition and development agreements, tax increment financing, or any combination of the aforementioned.
- J. **Hard to employ** means a District of Columbia resident who is confirmed by DOES as:
1. An ex-offender who has been released from prison within the last 10 years;
  2. A participant of the Temporary Assistance for Needy Families program;
  3. A participant of the Supplemental Nutrition Assistance Program;
  4. Living with a permanent disability verified by the Social Security Administration or District vocational rehabilitation program;
  5. Unemployed for 6 months or more in the last 12-month period;
  6. Homeless;
  7. A participant or graduate of the Transitional Employment Program established by [§ 32-1331](#); or
  8. An individual who qualified for inclusion in the Work Opportunity Tax Credit Program as certified by the Department of Employment Services.
- K. **Indirect labor costs** means all costs, including wages and benefits, that are part of operating expenses and are associated with the hiring and employment of personnel assigned to tasks other than producing products.
- L. **Jobs** means any union and non-union managerial, non-managerial, professional, nonprofessional, technical or nontechnical position including: clerical and sales occupations, service occupations, processing occupations, machine trade occupations, bench work occupations, structural work occupations, agricultural, fishery, forestry, and related occupations, and any other occupations as the Department of Employment Services may identify in the Dictionary of Occupational Titles, United States Department of Labor.
- M. **New Hire:** Individual(s) newly hired by the EMPLOYER to perform work on a government assisted Project.
- N. **Transfer:** Existing EMPLOYER employee who has been moved from one Project to another Project.
- O. **Journeyman** means a worker who has attained a level of skill, abilities and competencies recognized within an industry as having mastered the skills and competencies required for the occupation.
- P. **Revised Employment Plan** means a document prepared and submitted by the EMPLOYER that includes the following:
1. A projection of the total number of hours to be worked on the Project by trade;
  2. A projection of the total number of journey worker hours, by trade, to be worked on the Project and the total number of journey worker hours, by trade, to be worked by DC residents;
  3. A projection of the total number of apprentice hours, by trade, to be worked on the Project and the total number of apprentice hours, by trade, to be worked by DC residents;

4. A projection of the total number of skilled laborer hours, by trade, to be worked on the Project and the total number of skilled laborer hours, by trade, to be worked by DC residents;
5. A projection of the total number of common laborer hours to be worked on the Project and the total number of common laborer hours to be worked by DC residents;
6. A timetable outlining the total hours worked by trade over the life of the Project and an associated hiring schedule;
7. Descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions;
8. A strategy to fill the hours required to be worked by DC residents pursuant to this paragraph, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, the Department of Employment Services, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers;
9. A remediation strategy to ameliorate any problems associated with meeting these hiring requirements, including any problems encountered with contractors and subcontractors;
10. The designation of a senior official from the EMPLOYER(S) or general contractor who will be responsible for implementing the hiring and reporting requirements;
11. Descriptions of the health and retirement benefits that will be provided to DC residents working on the Project;
12. A strategy to ensure that District residents who work on the Project receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ DC residents from one Project to the next;
13. A strategy to hire graduates of District of Columbia Public Schools, District of Columbia public charter schools, and community-based job training providers, and hard-to-employ residents; and
14. A disclosure of past compliance with the Workforce Act and the Davis-Bacon Act, where applicable, and the bidder or offeror's general DC resident hiring practices on projects or contracts completed within the last 2 years.

Q. **Tier Subcontractor** means any subcontractor selected by the primary contractor to perform portion(s) or all work related to the trade or occupation area(s) on a Project subject to this First Source Agreement.

R. **Washington Metropolitan Statistical Area** means the District of Columbia; Virginia Cities of Alexandria, Fairfax, Falls Church, Fredericksburg, Manassas, and Manassas Park; the Virginia Counties of Arlington, Clarke, Fairfax, Fauquier, Loudon, Prince William, Spotsylvania, Stafford, and Warren; the Maryland Counties of Calvert, Charles, Frederick,

Montgomery and Prince Georges; and the West Virginia County of Jefferson.

- S. **Workforce Intermediary Pilot Program** means the intermediary between employers and training providers to provide employers with qualified DC resident job applicants. See DC Official Code § 2-219.04b.

## II. GENERAL TERMS

- A. Subject to the terms and conditions set forth herein, DOES will receive the Agreement from the Contracting Agency no less than 7 calendar days in advance of the Project start date. No work associated with the relevant Project can begin until the Agreement has been accepted by DOES.
- B. The Beneficiary and/or EMPLOYER shall require all Project contractors and subcontractors, under a Project receiving government assistance or benefits valued at \$300,000 or more, to enter into an Agreement with DOES.
- C. Agreement will take effect once beneficiary/Employer awarded contract and start work on the government assisted Project and no work can begin prior to execution of the Agreement and will be fully effective through the duration, any extension or modifications of the Project and until such time as construction is complete and a certificate of occupancy is issued.
- D. If an EMPLOYER began work prior to the execution of a First Source Employment Agreement, the EMPLOYER shall cease work on the Project and sign a First Source Employment Agreement to be bound by the applicable First Source Employment Agreement requirements, retroactively, from the start of work throughout the duration of the contract.
- E. DOES will provide recruitment, referral, and placement services to the EMPLOYER, subject to the limitations in this Agreement.
- F. 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 of EMPLOYER'S job openings and vacancies in the Washington 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.
- G. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401- 1431.

DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party. 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.

The EMPLOYER who contracts 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, within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council as required by DC Code 32-1431.

- H. 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 7 business days of the transfer. This notice will include the name of the party taking possession and the name and telephone of that party's representative.
- I. The EMPLOYER and DOES may mutually agree to modify this Agreement. Any modification shall be in writing, signed by the EMPLOYER and DOES and attached to the original Agreement.
  - J. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.

### **III. TRAINING**

- A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs as approved by DOES; 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.

### **IV. RECRUITMENT**

- A. The EMPLOYER shall complete the attached Revised Employment Plan that will include the information outlined in Section I.P.
- B. The EMPLOYER shall register and post all job vacancies with the Job Bank Services of DOES at [www.dcnetworks.org](http://www.dcnetworks.org) for a minimum of 10 days. Should you need assistance posting job vacancies, please contact Job Bank Services at (202) 698-6001.
- C. The EMPLOYER shall notify DOES of all new jobs created for the Project within at least 7 business days (Monday - Friday) of the EMPLOYERS' identification/creation of the new jobs. The Notice of New Job Creation shall include the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed. This must be done before using any other referral source.
- D. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce shall be reported to DOES for placement and referral, if the job is newly created. EMPLOYER shall provide DOES a Notice of New Job Creation that details such promotions in accordance with Section IV.C.
- E. The EMPLOYER will submit to DOES, prior to commencing work on the Project, a list of Current Employees that includes the name, social security number, and residency status of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project. All EMPLOYER information reviewed or gathered, including social security numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.



## **V. REFERRAL**

- A. DOES will screen applicants through carefully planned recruitment and training events and provide the EMPLOYER with a list of qualified applicants according to the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed as supplied by the EMPLOYER in its Notice of New Job Creation set forth above in Section IV.C.
- B. DOES will notify the EMPLOYER of the number of applicants DOES will refer, prior to the anticipated hiring dates.

## **VI. PLACEMENT**

- A. EMPLOYER shall in good faith, use reasonable efforts to select its new hires or employees from among the qualified applicants referred by DOES. All hiring decisions are made by the EMPLOYER.
- B. In the event that DOES is unable to refer qualified applicants meeting the EMPLOYER'S established qualifications, within 7 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. However, the EMPLOYER shall still be required to meet the First Source hiring requirements or hours worked percentages for all jobs created by the Project.
- C. After the EMPLOYER has selected its employees, DOES is not 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.

## **VII. REPORTING REQUIREMENTS**

- A. EMPLOYER with a single contract valued at \$300,000 or more on a Project that received government assistance totaling between \$300,000 and \$5,000,000, a provision that at least 51% of the new employees hired to work on the Project shall be District residents.
- B. EMPLOYER shall register in the First Source Online Registration and Reporting System for electronic submission of all monthly Contract Compliance data, weekly certified payrolls and any other documents required by DOES for reporting and monitoring.
- C. EMPLOYER shall submit to the Department of Employment Services each month following the start of the Project a hiring compliance report for the Project that includes the:
  - 1. Number of new job openings created/available;
  - 2. Number of new job openings listed with DOES, or any other District Agency;
  - 3. Number of DC residents hired for new jobs;
  - 4. Number of employees transferred to the Project;
  - 5. Number of DC residents transferred to the Project;
  - 6. Direct or indirect labor cost associated with the project;
  - 7. Each employee's name, job title, social security number, hire date, residence, and referral source; and
  - 8. Workforce statistics throughout the entire project tenure.

- D. EMPLOYER with a single contract valued at \$300,000 or more on a Project that received government assistance totaling \$5 million or more shall meet the following hours worked percentages for **all** jobs created by the Project:
1. At least 20% of journey worker hours by trade shall be performed by DC residents;
  2. At least 60% of apprentice hours by trade shall be performed by DC residents;
  3. At least 51% of the skilled laborer hours by trade shall be performed by DC residents; and
  4. At least 70% of common laborer hours shall be performed by DC residents.
- E. EMPLOYERS shall provide the following cumulative statistics, that will be used to create the monthly report, by uploading certified payrolls or payroll data into the LCPtracker reporting system:
1. Total Number of journey worker hours worked by DC residents by trade;
  2. Number of hours worked by all journey workers by trade;
  3. Number of apprentice hours worked by DC residents by trade;
  4. Number of hours worked by all apprentices by trade;
  5. Number of skilled laborer worker hours worked by DC residents by trade;
  6. Number of hours worked by all skilled laborers by trade;
  7. Number of common laborer hours worked by DC residents by trade; and
  8. Number of hours worked by all common laborers by trade.
- F. EMPLOYER may “double count” hours for the “hard to employ” up to 15% of total hours worked by DC Residents; however, a collective bargaining agreement shall not be a basis for waiver of this requirement.
- G. For construction Projects that are not subject to Davis-Bacon law in which certified payroll records do not exist, EMPLOYER shall submit monthly documents of workers employed on the Project to DOES, including DC residents and all employment classifications of hours worked.
- H. EMPLOYER may also be required to provide verification of hours worked or hiring percentages of DC residents, such as internal payroll records for construction Projects that are not subject to Davis-Bacon.
- I. Monthly, EMPLOYER shall submit weekly certified payrolls from all subcontractors at any tier working on the Project to the Contracting Agency. EMPLOYER is also required to make payroll records available to DOES as a part of compliance monitoring, upon request at job sites.

## **VIII. FINAL REPORT AND GOOD FAITH EFFORTS**

- A. With the submission of the final request for payment from the Contracting Agency, the Beneficiary and/or EMPLOYER shall:
1. Report to DOES its compliance with the hiring or hours worked percentage requirements for all jobs created by the Project, and report the hours that DC residents worked for each trade classifications in each area of the Project; or
  2. Submit to DOES a request for a waiver of the hiring or hours worked percentage requirements for all jobs created by the Project that will include the following documentation:
    - a. Documentation supporting EMPLOYER’S 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.

- B. DOES may waive or partially waive the hiring or hours worked percentage requirements for jobs created by the Project, and/or the required hours of DC residents for each trade classifications, if DOES finds that the Beneficiary or EMPLOYER, including its contractors or subcontractors:
1. DOES certified that Beneficiary or Employer demonstrated a good faith effort to comply, as set forth in Section VIII.C.; or
  2. Is located outside the Washington Metropolitan Statistical Area, and none of the contract work is performed inside the Washington Metropolitan Statistical Area;
  3. The beneficiary published each job opening or part-time work needed for 7 calendar days in a District newspaper of city-wide circulation; and
  4. The DOES certified that there are insufficient eligible applicants from the First Source Register that possess the skills required by the positions, or the eligible applicants are not available for part-time work or do not have a means to travel to the onsite jobs; or
  5. Beneficiary/Employer entered into a special workforce development training or placement arrangement with DOES or with the District of Columbia Workforce Intermediary.
- C. DOES shall consider documentation of the following when making a determination of a good-faith effort to comply:
1. DOES has certified 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.
  2. Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of 10 calendar days;
  3. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of 7 calendar days;
  4. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of 7 calendar days;
  5. Whether the EMPLOYER hosted informational/recruiting or hiring fairs;
  6. Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;
  7. Whether the EMPLOYER interviewed employable candidates;
  8. Whether the EMPLOYER created or participated in a workforce development program approved by DOES;
  9. Whether the EMPLOYER created or participated in a workforce development program approved by the District of Columbia Workforce Intermediary;
  10. Whether the EMPLOYER substantially complied with the relevant monthly reporting requirements set forth in this section;

11. Whether the EMPLOYER has submitted and substantially complied with its most recent employment plan that has been approved by DOES; and
12. Any additional documented efforts.

## IX. MONITORING

- A. DOES is the District agency authorized to monitor and enforce the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2 219.01 – 2.219.05), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431). As a part of monitoring and enforcement, DOES may require and EMPLOYER shall grant access to Project sites, employees, and documents.
- B. EMPLOYER'S noncompliance with the provisions of this Agreement may result in the imposition of penalties.
- C. All EMPLOYER information reviewed or gathered, including social security numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.
- D. DOES shall monitor all Projects as authorized by law. DOES will:
  1. Review all contract controls to determine if the Beneficiary or EMPLOYER, including any Contractors or Subcontractors, are subject to the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011.
  2. Notify stakeholders and company officials and establish meetings to provide technical assistance involving the First Source Process.
  3. Make regular construction site visits to determine if the Prime or Subcontractors' workforce is in concurrence with the submitted Agreement and Monthly Compliance Reports.
  4. Inspect and copy certified payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the First Source Law.
  5. Conduct desk reviews of *Monthly Compliance Reports*.
  6. Educate EMPLOYERS about additional services offered by DOES, such as On-the-Job training programs and tax incentives for EMPLOYERS who hire from certain categories.
  7. Monitor and complete statistical reports that identify the overall project, contractor, and subcontractors' hiring or hours worked percentages.
  8. Provide formal notification of non-compliance with the required hiring or hours worked percentages, or any alleged breach of the First Source Law to all contracting agencies, and stakeholders. ***(Please note: EMPLOYERS are granted 30 days to correct any alleged deficiencies stated in the notification.)***

**X. PENALTIES**

- A. Willful Breach of the Agreement by the EMPLOYER, failure to submit the contract compliance reports, deliberate submission of falsified data may result in DOES imposing a fine of 5% of the total amount of the direct and indirect labor costs of the Project, in addition to other penalties provided by law. Failure to meet the required hiring requirements or failure to receive good faith waiver may result in the Department of Employment Services imposing a penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the Project for each percentage by which the beneficiary fails to meet the hiring requirements.
- B. EMPLOYERS who have been found in violation 2 times or more over a 10 year period may be debarred and/or deemed ineligible for consideration for Projects for a period of 5 years.
- C. Within 90 days of a Determination of a Penalty, the Beneficiary or Employer may appeal the violations or fines by filing a complaint with the Contract Appeals Board in accordance with D.C. Code §2-360.03 and §2-360.04.

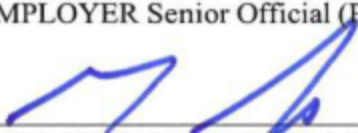
I hereby certify that I have the authority to bind the EMPLOYER to this Agreement from the start of work on the Project, throughout the duration of the Project, and agree to all terms and conditions herein.

By:

Gabe Oliver

EMPLOYER Senior Official (Print)

04/20/2021  
Date

  
EMPLOYER Senior Official (Signature)

GCS, Inc. DBA GCS-SIGAL

Name of Company

1140 3rd St NE, Ste 320

Washington, DC 20002

Address

202.944.6600

Telephone

goliver@gcs-sigal.com

Email

Signature Department of Employment Services

Date



**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
REVISED EMPLOYMENT PLAN**



**I. REVISED FIRST SOURCE EMPLOYMENT PLAN**

**GOVERNMENT-ASSISTED PROJECT/CONTRACT INFORMATION**

DISTRICT CONTRACTING AGENCY: Department of General Services  
 CONTRACTING OFFICER: Obaidullah Ranjbar  
 TELEPHONE NUMBER: 202-359-3362  
 TOTAL CONTRACT AMOUNT: \$15,801,253  
 EMPLOYER CONTRACT AMOUNT: \$15,801,253  
 PROJECT NAME: Stead Park Recreation Center  
 PROJECT ADDRESS: 1625 P Street NW  
 CITY: Washington STATE: D.C. ZIP CODE: 20036  
 PROJECT DESCRIPTION OF WORK: Modernization of the Stead Park Recreation Center to include renovating the existing carriage house building, providing a new addition, replacing the existing playground, and renovating the spray park.  
 PROJECT START DATE: August 9, 2022 PROJECT END DATE: October 4, 2024  
 EMPLOYER START DATE: August 9, 2022 EMPLOYER END DATE: October 4, 2024

**EMPLOYER INFORMATION**

EMPLOYER NAME: GCS, Inc dba GCS- SIGAL  
 COMPANY NAME: GCS-SIGAL  
 EMPLOYER ADDRESS: 1140 3rd St NE Ste 320  
 CITY: Washington STATE: D.C. ZIP CODE: 20002  
 TELEPHONE NUMBER: (202) 944-6600 FEDERAL IDENTIFICATION NO.: 52-1488921  
 CONTACT PERSON: Gabe Olkiver  
 TITLE: Partner and Senior Vice President  
 E-MAIL: goliver@gcs-sigal.com TELEPHONE NUMBER: 202.944.6600  
 EMPLOYER DESCRIPTION OF WORK: Construction Manager at Risk (CMAR) services for the renovation of Stead Park Recreation Center.

ARE YOU A SUBCONTRACTOR YES  NO

IF YES, NAME OF PRIME CONTRACTOR: \_\_\_\_\_

PRIME CONTRACTOR WILL MEET HOURS WORKED PERCENTAGES REQUIREMENTS FOR ENTIRE PROJECT  OR PER EACH SUBCONTRACTOR

**II. EMPLOYMENT HOURS TO BE WORKED PROJECTIONS**

First Source law requires EMPLOYERS (winning bidders) to submit a revised Employment Plan.

A. nt  
s  
 GCS-SIGAL is the Construction Manager at Risk (CMAR) for this project. We will not have hourly/classifiable staff assigned to this project. We will staff this project using existing employees.

JO  
Pro the  
 project or contract and the total number of journey worker hours, by trade, to be worked by District residents.

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Employer Initials



**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
REVISED EMPLOYMENT PLAN**



Projection of Total Number of Journey Worker Hours	Trade	Projection of Total Number of Journey Worker Hours by DC Residents <i>(First Source Law requires 20%)</i>

**APPRENTICE**

Provide a projection of the total number of apprentice hours, by trade, to be worked on the project or contract and the total number of apprentice hours, by trade, to be worked by District residents.

Projection of Total Number of Apprentice Hours	Trade	Projection of Total Number of Apprentice Hours by DC Residents <i>(First Source Law requires 60%)</i>

**SKILLED WORKER**

Provide a projection of the total number of skilled laborer hours, by trade, to be worked on the project or contract and the total number of skilled laborer hours, by trade, to be worked by District residents.

Projection of Total Number of Skilled Labor Hours	Trade	Projection of Total Number of Skilled Labor Hours by DC Residents <i>(First Source Law requires 51%)</i>

**COMMON LABORER**

Provide a projection of the total number of common laborer hours to be worked on the project or contract and the total number of common laborer hours to be worked by District residents.

Projection of Total Number of Common Laborer Hours	Trade	Projection of Total Number of Common Laborer Hours by DC Residents <i>(First Source Law requires 70%)</i>

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GOVERNMENT OF THE DISTRICT OF COLUMBIA  
REVISED EMPLOYMENT PLAN



**B. EMPLOYMENT HIRING PROJECTIONS**

**ALL EMPLOYERS:**

Please indicate ALL new position(s) you will create as a result of the project. If you 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#	PROJECTE D HIRE	
A					
B	GCS-SIGAL will not be creating new positions for this contract.				
C					
D					
E					
F					
G					
H					
I					
J					
K					

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Employer Initials





GOVERNMENT OF THE DISTRICT OF COLUMBIA  
REVISED EMPLOYMENT PLAN



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

GCS-SIGAL is the Construction Manager at Risk (CMAR) for this project. We will not have hourly/classifiable staff assigned to this project. We will staff this project using existing employees.

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Employer Initials



GOVERNMENT OF THE DISTRICT OF COLUMBIA  
REVISED EMPLOYMENT PLAN



**D. EMPLOYMENT PROJECTIONS**

- I. Provide a timetable outlining the total hours worked by trade over the life of the project or contract and an associated hiring schedule.

N/A - No new positions to be created for the CMAR

- II. Provide descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions.

N/A - No new positions to be created for the CMAR

- III. Provide a strategy to fill the hours required to be worked by District residents, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, the Department of Employment Services, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers.

N/A - No new positions to be created for the CMAR

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GOVERNMENT OF THE DISTRICT OF COLUMBIA  
REVISED EMPLOYMENT PLAN



**D. EMPLOYMENT PROJECTIONS (Continued)**

- IV. A remediation strategy to ameliorate any problems associated with meeting these worked hours percentage requirements, including any problems encountered with contractors and subcontractors.

N/A - No new positions to be created for the CMAR

- V. The designation of a senior official from the general contractor who will be responsible for implementing the hours worked percentages and reporting requirements.

Dan Waldo, Partner and SVP at GCS-SIGAL, will be the designated person.

- VI. Provide descriptions of the health and retirement benefits that will be provided to District residents working on the project or contract.

GCS-SIGAL offers full health, dental, STD, LTD, 401 (k), family leave, and other benefits to all employees.

- VII. Provide a strategy to ensure that District residents who work on the project or contract receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ District residents from one project or contract to the next.

N/A - No new positions to be created for the CMAR

This page to be completed by Employer

  
Employer Initials



GOVERNMENT OF THE DISTRICT OF COLUMBIA  
REVISED EMPLOYMENT PLAN



**D. EMPLOYMENT PROJECTIONS (continued)**

- VIII. Provide a strategy to hire graduates of District of Columbia Public Schools, District of Columbia Public Charter Schools, community-based job training providers, and hard-to-employ residents.

N/A - No new positions to be created for the CMAR


- IX. Please disclose past compliance with the First Source Employment Agreement Act of 1984 or the Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011 and the Davis-Bacon Act, where applicable, and the bidder or offeror's general District-resident hiring practices on projects or contracts completed within the last two (2) years.

GCS-SIGAL has a strong track record of meeting the requirements of the First Source act on our DGS projects.

- X. Please note that EMPLOYERS on construction projects must submit weekly certified payrolls from all subcontractors at any tier working on the project or contract, as well as make such payroll and personnel records available upon request at job sites to the contracting District of Columbia agency.

Acknowledged.

This page to be completed by Employer

  
Employer Initials



GOVERNMENT OF THE DISTRICT OF COLUMBIA  
REVISED EMPLOYMENT PLAN



Once approved, this revised employment plan shall not be amended except with the approval of Department of Employment Services.

By:

Gabe Oliver

EMPLOYER Senior Official (Print)

EMPLOYER Senior Official (Signature)

GCS, Inc. GCS-SIGAL

Name of Company

1140 3rd St NE, Ste 320

Washington, DC 20002

Address

202.944.6600

Telephone

goliver@gcs-sigal.com

Email

04/26/2024  
Date

Signature Department of Employment Services

Date



Date of Notice: April 3, 2024

Notice Number: L0011586783

GCS INC  
1140 3RD ST NE STE 320  
WASHINGTON DC 20002-7899

FEIN: \*\*-\*\*\*8921  
Case ID: 2542283



### **CERTIFICATE OF CLEAN HANDS**

As reported in the Clean Hands system, the above referenced individual/entity has no outstanding liability with the District of Columbia Office of Tax and Revenue or the Department of Employment Services. As of the date above, the individual/entity has complied with DC Code § 47-2862, therefore this Certificate of Clean Hands is issued.

TITLE 47. TAXATION, LICENSING, PERMITS, ASSESSMENTS, AND FEES  
CHAPTER 28 GENERAL LICENSE  
SUBCHAPTER II. CLEAN HANDS BEFORE RECEIVING A LICENSE OR PERMIT  
D.C. CODE § 47-2862 (2006)  
§ 47-2862 PROHIBITION AGAINST ISSUANCE OF LICENSE OR PERMIT

Authorized By Melinda Jenkins

Branch Chief, Collection and Enforcement Administration

To validate this certificate, please visit [MyTax.DC.gov](https://MyTax.DC.gov). On the MyTax DC homepage, click the “Validate a Certificate of Clean Hands” hyperlink under the Clean Hands section.

# INCREASE PENALTY RIDER

BOND AMOUNT \$15,301,683.00 BOND NO. 0682881

To be attached and form a part of Bond No. 0682881 dated the 22nd Day of July, 2021, executed by Harco National Insurance Company as surety, on behalf of GCS, Inc. dba GCS-SIGAL as current principal of record, and in favor of District of Columbia Government, as Obligee for Contract No. DCAM-20-CS-RFP-0020-Construction Management At-Risk Services for Stead Park Recreation Center, and in the amount of Fifteen Million Three Hundred One Thousand Six Hundred Eighty Three Dollars and 00/100 (\$15,301,683.00).

In consideration of the agreed premium charged for this bond, it is understood and agreed that Harco National Insurance Company hereby consents that effective from the 18th Day of March, 2024, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE INCREASED:

FROM: Fifteen Million Three Hundred One Thousand Six Hundred Eighty Three Dollars and 00/100 (\$15,301,683.00)

TO: Fifteen Million Eight Hundred One Thousand Two Hundred Fifty Three Dollars and 00/100 (\$15,801,253.00)

The INCREASE of said bond penalty shall be effective as of the 18th Day of March, 2024, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 18th Day of March, 2024



GCS, Inc. dba GCS-SIGAL  
PRINCIPAL

BY

*Case Oliver*

Harco National Insurance Company  
SURETY

BY

*Kathleen M. Coen*  
Kathleen M. Coen, ATTORNEY-IN-FACT

THE ABOVE BOND IS HEREBY AGREED TO AND ACCEPTED BY:

District of Columbia Government  
OBLIGEE

BY

TITLE

**POWER OF ATTORNEY  
HARCO NATIONAL INSURANCE COMPANY  
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

Bond # 0682881  
Principal GCS, Inc. dba GCS-SIGAL  
Obligee District of Columbia Government

**KNOW ALL MEN BY THESE PRESENTS:** That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

**Kathleen M. Coen**

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

**"RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2023



STATE OF NEW JERSEY  
County of Essex

Michael F. Zurcher

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey  
My Commission Expires April 16, 2029

**CERTIFICATION**

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 18th day of March, 2024