

BZA Case No. 18550 – Proposed Conditions of Approval

Prior to the issuance of a Certificate of Occupancy for the building:

- A. Applicant shall commission a lighting study of the alley system to determine the best location for the installation of lighting to enhance safety in the interior of Square 1027;
- B. Applicant shall install lighting at the rear of its building. In addition, Applicant shall install lighting at the rear of other buildings that abut the alley if the owner consents and provides the required electrical connection. The amount to be spent on such lighting of other properties will not exceed a total of \$2500.00;
- C. Applicant shall install mirrors at the access points into the alley system if the owners of the affected buildings consent to such installation;
- D. Applicant shall request that DDOT allow a space for a car sharing service on 14th Street since four new parking spaces will be created as a result of the elimination of the existing curb cut and if a car-sharing service is interested in such space;
- E. Applicant shall provide a limited scope of repair work to resurface a portion of the alley in Square 1027. As more completely described in the proposal sheet included as Exhibit _____ of the record, the scope of work shall be limited to installing a 1.5-inch thick layer of asphalt over the existing alley surface for the portion of the alley in Square 1027 east of and including the section of Linden Court NE that extends north-south (approximately 3540 square yards). The Applicant shall complete this work at its own expense. This condition is subject to the District of Columbia's approval and issuance of an applicable permit (public space or otherwise) for the repair work described herein;

JUN 11 2018

BOARD OF ZONING ADJUSTMENT
District of Columbia

CASE NO. 18550

EXHIBIT NO. 33

Board of Zoning Adjustment
District of Columbia
CASE NO. 18550
EXHIBIT NO. 33

F. Provide the initial tenant of each unit, upon move in, and at the discretion of the tenant, either a one-time complimentary annual membership to the *Capital Bikeshare* program or a one year membership to a car-sharing program;

G. Provide a minimum of 27 secure bicycle parking spaces in the garage level of the building.

Overview Map ☐ on ☐ off

North

H ST

G ST

MARYLAND AVE

South

Mouse Actions: Zoom In Zoom Out Identify Recenter

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FORT MYER CONSTRUCTION CORPORATION

2237 33rd Street NE • Washington, DC 20018-1594 • (202) 638-9535 • FAX (202) 526-8572

June 3, 2013

To: Eichberg Construction
16010 Industrial Drive
Gaithersburg, MD

Attn: Devon Connelly
301-275-6794
devon@eichberg.com

Re: 1350 Maryland Ave Alley Improvements
Washington, DC

We are pleased to present our proposal to furnish labor, equipment and material to perform the following scope of work on the above captioned project. **Our Proposal is strictly limited to the quantities below.**

L. DESCRIPTION OF WORK

SCOPE OF WORK ASPHALT

- 1.5" ASPHALT OVERLAY OF THE EXISTING ALLEY WAYS (LINDEN COURT, NE) LOCATED BETWEEN H STREET AND G STREET/MD AVE NE - **3,540 SY**

UNIT PRICES:

ADJUST UTILITY STRUCTURES INCLUDING VALVE CASES/MANHOLES - \$450.00 EACH

FMCC CAN NOT QUANTIFY THE AMOUNT OF ASPHALT REQUIRED FOR WEDGE AND LEVEL.

GENERAL INFORMATION

- ADD 1% FOR BOND
- CBF% - 100% PARTICIPATION

A. QUALIFICATIONS:

1. Our proposal is based on the assumption that all work will be scheduled when weather conditions permit efficient use of manpower and equipment.
2. Our proposal is predicated on a mutually agreed to schedule.
3. This is a package proposal. Breakouts are provided as reference only

4. Our proposal is based on having unrestricted access and egress to our work area during our working hours without interference to our production and progress.
5. Our asphalt prices are based on our cost of \$558.75 a liquid ton for asphalt binder. This cost is subject to change at the time the asphalt is placed, and our contract price will be adjusted by the amount of the increase for only the liquid binder.
6. Our price is Valid for 30 Days
7. FMCC will coordinate with the DDOT,DC Water, Pepco Inspectors as required

B. OUR SCOPE OF WORK SPECIFICALLY EXCLUDES:

1. Providing or paying for permits, testing, design (other than specifically included above), fees and bonds.
2. Engineering, layout, cut sheets and as built drawings.
3. Builders Risk Insurance
4. Davis Bacon Wages
5. Structural Soil / Fills
6. Epoxy Coated Steel, if required
7. Unit Pavers / Setting Beds / Edge Restraints
8. Landscaping (Temporary or Permanent)
9. Building Wall Penetrations, Joint Filler, Caulking and Sealant
10. TV Inspections / Lining of Utilities / Cleaning of Existing Utilities
11. Rock Excavation, removal or blasting
12. Waterproofing, protection board or protection of water proofing
13. Sediment and Erosion Control, fence or related clean up except as required for our work
14. Maintenance of Traffic, signs, barricades, detours, etc except as required for our work
15. Unforeseen or unknown site conditions
16. Use of special or unusual equipment, tools, etc.
17. Removal of Contaminated Materials
18. Tree Removal /Root Pruning
19. Fencing (Temporary or Permanent)
20. Installation of Embeds supplied by Other Trades
21. Site Furnishings
22. Electrical Trades
23. Mechanical Trades
24. Plumbing Trades

Terms of Payment: **Monthly based on percentage of work completed and in full upon completion of work.**

II. STANDARD PROVISIONS

- A. All material is guaranteed to be as specified, and all work shall be completed in a workmanlike manner according to standard practices.
- B. The contractor shall not be responsible for damage or delay due to strikes, fires, accidents, delays in transportation, or by any other causes beyond its reasonable control, in any event for consequential damages.
- C. No back charge of any nature shall be charged to the Contractor without the Contractor's written consent.
- D. If this agreement is based on unit prices, any quantities and amounts mentioned are approximate only and may increase or decrease at the same unit price.
- E. If any payment is not made to the Contractor when due, the Contractor may terminate this contract and recover from you payment for all work done and any reasonable profits and damages. If your account is delinquent, and the matter is place with attorneys for collection, the Contractor will be entitled to all attorneys' fees, incurred, amounting to a minimum of 20% of the balance due the Contractor, including interest on all such amounts at one percent per month.

This Proposal is not a contract and shall become binding only upon the Contractor's acceptance hereof as noted below, or upon the Contractor's commencing performance. Upon such acceptance or commencement of performance, this shall constitute the entire contract and be binding upon the parties hereto, there being no representations, covenants, stipulations or other agreements, written or oral, except as herein set forth.

Respectfully submitted by,
Fort Myer Construction Corporation

/s/
Richard Costa
Estimator

ACCEPTANCE:

The above proposal is hereby accepted this _____ day of _____ 2013.

X _____ X _____
By (Name and Title) Individual / corporate guarantor of payments

CONTRACTOR'S ACCEPTANCE:

Accepted this _____ day of _____ 2013.

Fort Myer Construction Corporation
By: