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October 11, 2005

Jeffrey Utz
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RECEIVED
D.C. OFFICE OF ZONING
2005 OCT 11 PM 2:36

By Hand Delivery

Carol Mitten
Chairperson, D.C. Zoning Commission
441 4th Street, N.W.
Second Floor
Washington, DC 20001

Re: Zoning Commission Case No. 05–15 – Application for Consolidated PUD Review and Approval for 318 I Street, NE – Broadway I Associates, LLC (Square 775, Lots 1, 22, 23, 32, 826, and 827)

Dear Chairperson Mitten and Members of the Commission:

Enclosed please find supplemental materials for Z.C. Case No. 05–15, regarding Broadway I Associates, LLC's (the "**Applicant**") application for the consolidated review and approval of a planned unit development ("**PUD**"). The property that is the subject of these applications was most recently the home of the Uptown Bakery. The application for the case was filed on April 12, 2005 and the pre-hearing statement was filed on August 8, 2005.

Attached to this letter please find the following documents:

- Resume of the Applicant's expert witness and architect Philip Esocoff (attached as Exhibit A).
- Resume of the Applicant's expert witness and traffic consultant Martin Wells (attached as Exhibit B).
- Additional pages to accompany the Applicant's parking and traffic report submitted with its pre-hearing statement (attached as Exhibit C).
- Draft First Source Agreement with the District of Columbia Department of Employment Services (attached as Exhibit D)

ZONING COMMISSION
District of Columbia
CASE NO.05-15
EXHIBIT NO.20

- Draft LSDBE Memorandum of Understanding with the District of Columbia Office of Local Business Development (attached as Exhibit E).
- Diagrams showing Affordable Dwelling Unit Locations (attached as Exhibit F).

If you have any questions regarding these submissions or the application materials, please call the undersigned at (202) 663-8715.

Sincerely,

Jeffrey C. Utz

cc: ANC 6C
Office of Planning

EXHIBIT A

Philip A. Esocoff, FAIA

EDUCATION

Master of Architecture, University of Pennsylvania, 1975
Diploma, Architectural Association Graduate School, London, 1972
Bachelor of Arts, University of Pennsylvania, 1971
"Class of 1946" Award to Outstanding Senior, University of Pennsylvania, 1971
Thouron British-American Exchange Fellow, Architectural Association, London, 1971-1972
Dale Traveling Fellowship, University of Pennsylvania, 1973

PROFESSIONAL AFFILIATIONS

Fellow of the American Institute of Architects
Society for College and University Planning

PROFESSIONAL EXPERIENCE

PROJECTS

1010 Massachusetts Avenue, NW
Washington, D.C. Principal-In-Charge. This 14-story residential condominium tower will be located on the intersection of Massachusetts Avenue, 11th and L Streets NW. The project will include 8,700 SF of ground floor retail space and 198,000 SF of residential condominiums atop an underground parking garage containing 153 parking spaces. The residential lobby is entered from Massachusetts Avenue through a landscaped terraced plaza. The building sets back along Massachusetts Avenue providing private roof terraces for select units. The landscaped rooftop recreational space will include a swimming pool.

The Whitman
910 M Street, NW
Washington, D.C. Principal-In-Charge. The Whitman is a residential condominium project scheduled for completion in late 2006. On the boundary between the high-rise Downtown and townhouse-dominated Shaw Historic District, the irregularly-shaped site is subject to unique zoning regulations and review by the Historic Preservation Review Board. Along its principal façade on M Street, the building is six stories tall, including two-story townhouse units with private terraces on the ground floor. The remainder of the building is eleven stories tall with a wide variety of unit types and views. Most units have private balconies or terraces.

201 & 225 Eye Street, NW
Washington, D.C. Principal-In-Charge. This project includes two 12-story residential condominium towers located on the block surrounded by 2nd, 3rd, H and I Streets in NE Washington, DC. With 12 levels of residential condominium construction, the overall area above the parking structures totals 568,120 SF with the lowest level of the residential configured with walkout terraces lower than the level of the sidewalk. The entry level of each tower will include a double-height lobby with an overlook from the 2nd floor.

The Citadel
1631 Kalorama Road, NW
Washington, D.C. Principal-In-Charge. This project is a renovation/rehabilitation of an existing Art Deco styled roller skating rink; a long time fixture in the Adams Morgan community. The building is being revitalized as an active part of the community with a new Harris Teeter supermarket on the main floor and a new retail store in an existing corner storefront. A new floor and windows are being added to accommodate an additional 26,700 SF of office space to total 149,331 square feet. There are two levels of tenant parking in the existing garage.

Quincy Court
1117 10th Street, NW
Washington, D.C. Principal-In-Charge. This project is an 11 story residential tower with 136 units and below-grade parking. Penthouse units are set back to provide residents with private terraces overlooking Massachusetts Avenue. The building also has a green roof designed as an amenity area with a garden and a sundeck. A wing of units, one per floor, extends south from the main building and has its entrance on L Street. Located in the Shaw Historic District, Quincy Court required the approval of the Historic Preservation Review Board.

Quincy Park
1001 L Street, NW
Washington, D.C. Principal-In-Charge. This condominium building is located on the corner of 10th and L Streets within the Shaw Historic District and required the approval of the Historic Preservation Review Board. It rises nine stories to overlook Massachusetts Avenue and has 90 units, 78 below-grade parking spaces and an area of 105, 355 SF.

1700 Kalorama Avenue, NW
Washington, D.C., Principal-In-Charge. Located in D.C.'s eclectic Adams Morgan neighborhood, this project is a renovation and addition to an existing 1930's light industrial building. It includes 32 residential units arranged in loft-like apartments covering 55,000 square feet, some with access to private rooftop gardens. This building is also the new home to the Patricia M. Sitar Center for the Arts who occupy the street level of the building.

400 Massachusetts Avenue, NW
Washington, D.C. Sited at the intersection of Massachusetts Avenue, Fourth Street, and H Street in Northwest Washington, this thirteen-story condominium consists of 256 residential units, ground-floor commercial space, and below-grade parking. The building wraps around an historic firehouse, and curved bay projections offer views from the residential units down broad streets and avenues. Setback terraces and inset balconies provide desirable outdoor space for many units, while a full rooftop garden-terrace features a lap pool, gas grills, and a trellised promenade with views of all of the city's monuments.

The Jefferson at Penn Quarter
616 E Street, NW
Washington, D.C. Principal-in-Charge. Winner of a GSA development competition, this 428-unit residential mixed-use complex is located in the prestigious Penn Quarter neighborhood of Washington, D.C. This project contains approximately 40,000 SF of Retail and a 250-seat live performance theater and theater school. The total development area is over 800,000 SF including the 465 parking spaces below-grade. The project incorporates two existing historic buildings and retained facades of eleven other existing buildings. The eleven residential floors surround a landscaped courtyard with a rooftop developed as a residents' garden with swimming pool, sundeck, and landscaped common areas. The living spaces

include two and three story units as well as traditional single level units. The courtyard and penthouse units all have private patios.

Post Massachusetts Avenue
1499 Massachusetts Avenue, NW
Washington, D.C. Principal-in-Charge. This fifteen-story residential tower is 380,000 SF in overall area and includes nearly 200 parking spaces below grade. The 269-unit project is located at the prominent corner of Massachusetts Avenue and 15th Street, NW and targets the higher end of the residential rental market. The upper two floors of the project are set back providing the penthouse units with private terraces. The rooftop has been developed to provide an amenity space with a swimming pool, landscaping, and a sundeck. Fronting on three streets, projecting bay windows afford residents a panoramic view of downtown Washington, including a view of the Washington monument. This project won the Delta Associates Award for Best mid-Atlantic Apartment Building.

Girls and Boys Town – Pennsylvania Avenue
Washington, D.C. Principal-in-Charge. On a 2.5-acre prominent triangular corner site on Pennsylvania Avenue, SE, this project was a small campus-like group of buildings laid out to maximize the exposure of the site while providing a protective and sheltering group of buildings for the children. The campus consisted of four Group Homes, a Short Stay Facility and an Administration building for the non-profit organization. The practice developed a model plan for future homes designed to house six children in a foster family setting. The shelter included a classroom for children who are not able to attend their normal school.

Girls and Boys Town – Sargent Road
Washington, D.C. Principal-in-Charge. Using the model plan developed at Pennsylvania Avenue, this project includes a collection of four Group Homes adapted for the more open conditions of this existing residential campus. A sloping site and existing buildings were integral consideration in the final design.

2401 Pennsylvania Avenue, NW
Washington, D.C. Principal-in-Charge. A 250,000 SF mixed-use development with four stories of condominium units, three stories of office space, and ground-floor retail space for RWN Development Group and Naing Properties. This project won the Award for Excellence in Architecture, Washington, DC, AIA, 1994. *

Ambassador House/Carnegie Endowment for International Peace/Brookings Institution
Washington, D.C. Principal-in-Charge. This mixed-use project is a Planned Unit Development which includes the existing 140,000 SF Brookings headquarters, a new 90,000 SF headquarters for CEIP, and an 82-unit apartment building which shares a garden and a 200-space below-grade parking garage. The project's location in the Massachusetts Avenue Historic District required extensive design and zoning review. *

Goodwin House
Alexandria, Virginia. Principal-in-Charge. A continuing care retirement community affiliated with the Episcopal Church in the diocese of Virginia. Esocoff & Associates designed a new fifteen-story, 132-unit apartment building as part of an overall expansion and renovation, which included a chapel, garden, and indoor swimming pool. This project won the Associated Builders and Contractors' Excellence in Construction Award in 1999

The Historic Greyhound Terminal
1100 New York Avenue, NW
Washington, D.C. Design Principal. This new, 775,000 SF commercial office development for Manulife Real Estate is designed to restore and incorporate the historic 1939 Greyhound Bus Terminal. This project won the Merit Award for Preservation, AIA Washington Chapter, in 1993. DCPL Award, 1991. *

George Washington University Northern Virginia Campus Master Plan
Ashburn, Virginia. Principal-in-Charge. This project required a comprehensive master plan for a 50-acre, 1.5 million SF graduate research campus with a high technology orientation. This 576-acre satellite campus, created by the Charles E. Smith Company in partnership with Loudoun County and George Washington University, is the focal point of the mixed-use University Center development. *

George Washington University Graduate Research & Teaching Center
Ashburn, Virginia. Principal-in-Charge. This 77,000 SF project is the initial signature building for a new satellite campus, which provides teleconferencing facilities, multi-media classrooms, seminar rooms, library, administrative, and research facilities for graduate engineering, computer science, and Executive MBA programs. *

George Washington University, Structural Dynamics Laboratory
Ashburn, Virginia. Principal-in-Charge. This new 1,400 SF addition to GWU's graduate research and teaching facility houses a state-of-the-art shaking table for investigating seismic phenomena and evaluating vehicle and aircraft suspension systems. Design had to integrate this new addition with the existing original building, completed in 1991, and, successfully, it accomplished using the 'plug-in' method already established in the original library/auditorium wing. Materials, where possible, were selected to match the existing context. Dynamic loadings created by the equipment had to be resolved and absorbed, resulting in a piles driven into the bedrock 70 feet below.

George Washington University National Crash Analysis Center
Ashburn, Virginia. Principal-in-Charge. This proposed 157,000 SF facility will house the most advanced, fully enclosed automotive crash test facility in the world. Physical research with angular collisions and roadside hardware will be used to refine computer modeling now being developed to accelerate the design of safer vehicles.

Research & Training Center - National Transportation Safety Board @ George Washington University Virginia Campus
Ashburn, Virginia. Principal-in-Charge. Currently under construction this 70,000 SF project will be the newly formed national research and training facility for the National Transportation Safety Board as tenant to the University. A Laboratory building, 100' x 300' x 45' high will house large artifacts and wreckage reconstructions used for investigative, research and educational purposes. Connected with this is a conference and teaching facility with tiered classrooms, interlinked teaching spaces, administrative spaces, and a 150-seat auditorium. Also provided are three large multi-function spaces to allow the research program to develop over the next twenty years. Only the second major building to be constructed on this campus, it is carefully detailed to be compatible with the smaller adjoining townhouse developments just off the campus while maintaining the overall color palette of the campus. Large floor-to-floor heights and generous bay dimensions will ensure the long-term viability and functionality of this facility. The building is also sited to take advantage of sweeping views towards the Potomac River from within the common areas of the building.

Court House Plaza Mixed-Use Development
Arlington, Virginia. Project Architect. This project, a 1,000,000 SF mixed-use development, was a competition submission to Arlington County. *

Glenmont Metro Center Mixed-Use Development
Montgomery County, Maryland. Principal-in-Charge. A new 30-acre town center focused on the Metrorail station, including 3,000 dwelling units, 250,000 SF of office space, and amenity retail areas. *

Reston Town Center Phase II
Reston, Virginia. Design Principal. A master plan and architectural design for four-block expansion of Reston Town Center, this project includes 850,000 SF of office space, 160,000 SF retail space, and 3,000 structured parking spaces. *

Virginia Tech Master Plan
Blacksburg, Virginia. Principal-in-Charge. This project is a master plan and set of architectural guidelines for a ten-year plan to accommodate over 1,000,000 SF of additional space within this 1,200-acre campus.*

Torgersen Hall at Virginia Tech
Blacksburg, Virginia. Principal-in-Charge. This new 160,000 academic teaching and research building includes an electronic reading room, multimedia classrooms and seminar rooms, research labs, a large multimedia auditorium, and a meeting room for the University's Board of Visitors. Bridging the main drive, the ACITC (Advanced Communication and Information Technology Center) is a ceremonial gateway into the campus core and symbol of Virginia Tech's commitment to leading-edge information science, teaching technology and educational research. This project won the Architectural Precast Association's Award for Design Excellence in 2002.

Virginia Tech, Newman Library Interior Masterplan
Blacksburg, Virginia. Principal-in-Charge. This study involved a comprehensive revision to the programmatic layout of the main campus library. Reactivation of the historic entrance and enclosure of an interior courtyard will increase the efficiency and efficacy of this technology intensive facility. Now completed, the electronic reading room that spans the drive between them physically joins the new ACITC and Newman Library. *

Stanford Learning Lab, Stanford University
Menlo Park, California. The Stanford Learning Lab (SLL) houses studies of pedagogy and the use of advanced technologies as enhancements to the learning process. Esocoff & Associates provided consultation on possible options for a new facility located on Stanford's historic campus.

Brookings Institution Renovation
Washington, D.C. Principal-in-Charge. This project is an exterior renovation, restoration, and alteration of the existing 140,000 SF headquarters building within the Massachusetts Avenue Historic District. *

George Washington University National Law Center Phase II
Washington, D.C. Principal-in-Charge. This project for renovations and interior design include electronic library upgrades, faculty offices and study, dining, administrative, and student activity areas. The project involved swing space planning and careful job phasing on a tight schedule. *

The American University Fine Arts Building
Washington, D.C. Principal-in-Charge. The project proposed a design of a 25,000 SF addition to two existing fine arts buildings including gallery space, painting and drawing studios, art history classrooms, offices, and a dance studio. *

Georgetown Day High School
Washington, D.C. Principal-in-Charge. A five-acre campus plan and a 72,000 SF independent high school for 400 students, this project uses a program that includes classrooms, a library, science laboratories, an experimental theater, an arts facility, and a gymnasium. *

LEGENT Corporate Headquarters (now CAI)
Herndon, Virginia. Principal-in-Charge. The project involves an interior design for a 140,000 SF corporate headquarters for a software development firm including a videoconference center, training facility, and dining area. *

Institute for Defense Analysis Headquarters Building
Alexandria, Virginia. Project Designer. A 120,000 SF build-to-suit headquarters, this project includes offices, research facilities, computer center, and security systems for the IDA Corporation, a defense-related research organization. *

IBM Divisional Headquarters
Rockville, Maryland. Principal-in-Charge. A pair of buildings involving 250,000 SF of corporate office space for IBM's Federal System Division, this project is sited at the Shady Grove Executive Center. The project incorporates extensive high-tech space including a 15,000 SF computer facility, audio-visual facilities, and conference centers. *

National Trust for Historic Preservation
Washington, D.C. Principal-in-Charge. This project for space planning and interior design required the renovation of the historic headquarters' ground floor suite to accommodate open office systems. The project established prototypical guidelines for future renovation of the entire facility. *

The Torpedo Factory Building # 3
Alexandria, Virginia. Project Designer. A component of a 639,000 SF mixed-use development, this 104,000 SF industrial waterfront structure was renovated to commercial office use for the Alexandria Waterfront Restoration Group and the City of Alexandria. This project won the Excellence in Architecture Award, AIA Washington Chapter, 1984. *

Associated General Contractors of America
Washington, D.C. Principal-in-Charge. This approved PUD, mixed-use office and residential project includes a 66,000 SF, fifty-five dwelling unit, condominium and a 175,000 SF office structure with three levels of below-grade parking. *

Embassy of Chile
Washington, D.C. Design Principal. This project is a restoration, renovation and integration of two historic townhouses in the Massachusetts Avenue Historic District. The 23,000 SF project required new systems to be carefully routed to maintain the character of the properties. Existing subdivisions of key spaces were reversed as part of the restoration effort.

NIKKEI
Washington, D.C. Project Manager. This 4,000 SF interior is the Washington Bureau for Japan's largest economic newspaper, Nihon Keizai Shimbum. The design is primarily an open plan layout with attendant conference and service rooms.

Hispanic Radio Network, Inc.
Washington, D.C. Principal-in-Charge. This is a 9,000 SF interior, which houses the headquarters and broadcast studios of this non-profit, Spanish language 'NPR'.

Homestead Village Urban Hotel
Washington, D.C. Principal-in-Charge. This $20,000,000, 220-room extended stay lodging was designed for a site on historic Scott Circle in Washington's central business district.

Jefferson Row at Reston
Reston, Virginia. Principal-in-Charge. This project is a proposed design for 400 residential units configured into ten, four-story, forty-unit buildings on a thirty-six-acre tract close to Reston Town Center. A central lake provided the setting for a clubhouse whose design derives from Philadelphia's historic Boathouse Row.

GEICO Corporate Headquarters Expansion
Chevy Chase, Maryland. Interior Design Principal. This project is an expansion and renovation of a corporate headquarters facility. Following zoning approvals, the firm was retained to provide complete architecture and interior design services for the expansion. Interior design services included programming and space planning for 738,000 SF. The facility includes: offices, data processing centers, a major conference center, a telecommunications center, and support facilities. *

Perpetual American Corporate Operation Center
Alexandria, Virginia. Project Architect. This is an interior design project for 200,000 SF multi-use offices including a computer center and dining facilities. *

Perpetual American Real Estate Services
McLean, Virginia. Principal-in-Charge. This is an interior design for a 13,000 SF corporate office. *

Perpetual American Brookland Branch Office
Washington, D.C. Project Architect. This is a 5,000 SF branch bank located adjacent to the Brookland Metro Station. *

PHICO Corporate Headquarters
Mechanicsburg, Pennsylvania. Project Designer. A 235,000 SF headquarters multi-use office building located on a 125-acre site, this project includes a computer center, cafeteria, health & fitness center, conference & audio-visual center, and television studio. *

Wilmer, Cutler & Pickering
Washington, D.C. Design Principal. A 160,000 SF law office including a computer center, conference rooms, a library, an audio-visual facility, and a cafeteria. *

Zevnik Horton
Washington, D.C. Principal-in-Charge. This project entailed an interior design for a 4,500 SF law firm located in the historic Warner Theater Building.

1525 Wilson Boulevard
Arlington, Virginia. Principal-in-Charge. This project is a 300,000 SF commercial office building for The Kaempfer Company, incorporating two levels of parking and a grocery store below grade. *

Shady Grove Executive Center
Rockville, Maryland. Principal-in-Charge. This project is a forty-five-acre master plan and design of 650,000 SF of office space in five buildings and two garages accommodating 1,300 cars for Spaulding & Slye, IBM, and Copley Real Estate Advisors. *

Shady Grove Executive Center, Buildings No. 7 & 8
Rockville, Maryland. Principal-in-Charge. This project is a schematic design for two additional office buildings of 130,000 SF and 75,000 SF respectively to an existing forty-five-acre campus with six existing buildings.

Greenbelt Community Center
Greenbelt, Maryland. Principal-in-Charge. This project required programming, architecture and interior design for the restoration and adaptive reuse of the historic, 57,504 SF Art Deco Greenbelt Center School, originally built in 1935 for the City of Greenbelt. *

2001 L Street, NW
Washington, D.C. Principal-in-Charge. This is a design project for the proposed renovation of the downtown office building, including new interior designs for a main lobby and typical elevator lobbies. Additional development rights were attained through a modification of the original PUD, allowing expansion of the main lobby and retail space. *

1030 15th Street, NW
Washington, D.C. Principal-in-Charge. This project is a restoration and renovation design service for the 110,000 SF downtown office building for KOLL Properties.

Hamilton Hotel, Crowne Plaza
Washington, D.C. Principal-in-Charge. The design of a two story, 16,000 SF rooftop addition to this historic 1926 structure overlooking Franklin Square was approved by the District of Columbia Preservation League in lieu of official landmarking. *

1212 Massachusetts Avenue
Washington, D.C. Principal-in-Charge. This project is a 123,000 SF commercial office building for RWN Development Group. *

Federal Metropolitan Detention Center
Washington, D.C. Principal-in-Charge. This is a project for a medium security, 1000-bed detention center for the Federal Bureau of Prisons to be located along New York Avenue, NE. Three complete schematic designs for this 375,000 SF, $72,000,000 building were approved prior to suspension of the project. *

* Indicates projects for which Mr. Esocoff had primary design authorship and oversight responsibility at his former firm Florance Eichbaum Esocoff King (FEEK), which was earlier known as Keyes Condon Florance and is currently operating under the name The Smith Group.

AWARDS

Washington Building Congress' Craftsmanship Award for Precast Concrete, Washington Building Congress - 400 Massachusetts Avenue, 2004
Award for Best Mid-Atlantic Condominium Switch Project, Delta Associates – The Clara Barton, 2004
Award of Merit in Architecture, Washington Chapter/AIA Award – NTSB Academy, 2004
Award of Merit in Architecture, Washington Chapter/AIA Award – Torgersen Hall, 2003
Bronze Citation, American School & University Magazine, Torgersen Hall, August 2003
Honorable Mention, Masonry Institute Design Awards, Boys and Girls Town, 2002
Award for Best Mid-Atlantic Apartment Building, Delta Associates
1499 Massachusetts Avenue, 2002
Award for Design Excellence, Architectural Precast Association
Torgersen Hall at Virginia Tech, 2002
Excellence in Construction, Associated Builders and Contractors
Goodwin House, 1999
Award for Excellence in Architecture, AIA-Washington Chapter
2401 Pennsylvania Avenue, NW, 1994
Excellence on the Waterfront, The Waterfront Center Annual Award
The Torpedo Factory, 1994
Merit Award for Historic Preservation, AIA Washington Chapter
The Greyhound Bus Terminal, 1100 New York Avenue, 1993
Second Annual Preservation Award, DC Preservation League
The Greyhound Bus Terminal, 1100 New York Avenue, 1991
Award for Excellence in Architecture, AIA Washington Chapter
The Torpedo Factory, 1984
Award for Excellence in Architecture, AIA Washington Chapter
Perpetual American Bank, 1982

HONORARIA

Throwing the Skyline a Curve - A new Residential Building on Mass. Ave. Uses Waves to Stir Up a Sea of Concrete. (400 Massachusetts Avenue), Washington Post, October, 23, 2004
Award Winning Architecture (Torgersen Hall), Architecture DC, A Publication Of The Washington Chapter Of The American Institute Of Architects, Winter 2004
Bronze Citation Winners (Torgersen Hall) American School and University, Citation Winners, August 2003
On Massachusetts, Curving Away From the Apartment Block (Post Massachusetts Avenue), Washington Post, January, 4, 2003
Signature Gesture (Torgersen Hall), Inform Magazine, 2002: number two
Doing the Old Block One Better (Goodwin House), Washington Post, August 22, 1998
A Welcome New Kid On the Block (Carnegie Endowment), Washington Post, April 18, 1998
Campus Classroom Connections, graduate Research and Teaching Center (George Washington University Virginia Campus), 1994
Green Architecture *Design for an energy-conscious future*, (PHICO
dvvz), 1991
New Capital Buildings (2401 Pennsylvania Ave.), America Illustrated, April 1993
Campus Generator (George Washington University Graduate Center), Architecture, March 1993
Technology Trends for the Intelligent Building (George Washington University Graduate Center), Construction Specifier, January 1993
George Washington University Graduate Center, American School & University, November 1992
Cityscape: The Barn, Reborn in Loudoun (Geo. Washington Univ. Graduate Center), Washington Post, September 28, 1991
The Dignified Depot (1100 New York Avenue) Washington Post, September 14, 1991
Bipartisan Design (2401 Pennsylvania Ave.), Architecture, April 1991
West End's Marvelous Mixture (2401 Pennsylvania Ave.), Washington Post, April 13, 1991
Designing by Context: A Tale of Three Office Projects (Shady Grove Executive Center), Washington Post, September 16, 1989
Budgeting for Educational Goals: Building a quality high school on a tight budget (Georgetown Day High School, Washington, DC), American School & University, December 1989
Throwing a Curve to a Legal Firm (Wilmer Cutler & Pickering Law Office, Washington, DC), Designer Magazine, May 1989
The Greyhound Terminal: Preserving the Past for the Future Business Properties, March 1989
Georgetown Day High School, Washington, DC American School & University, November 1988
Greyhound Plan Gets Final Okay Preservation News, October 1988
Washington (The Torpedo Factory), Abitare, July/August 1988
New Architecture in Washington, DC (Georgetown Day High School, Torpedo Factory), Metropolitan Review, Summer 1988
The Office: Great Professional Lairs Museum and Arts Washington, Jan /Feb. 1987. Featuring the law offices of Wilmer, Cutler &Pickering
PHICO Corporate Headquarters in Pennsylvania NIKKEI/Architecture, Japan, May 1987
Cityscape: Making the Grade (Georgetown Day High School), Washington Post, September 12, 1987
Some Capital Ideas *National Law Journal*, Office Design (Special Issue), Sept. 1987. Featuring the law offices of Wilmer Cutler & Pickering
Wilmer's Dazzling Deco Make-Over (Wimer Cutler & Pickering Law Offices, Washington, DC), *Legal Times*, June 29, 1987
Textile-Inspired Architecture *Fibre Arts Magazine*, Sept./Oct. 1987. Featuring Mr. Esocoff's design theories and techniques
Regional Recalls (PHICO), Architectural Record, November 1986
Making Infill Projects Work, *Brookings Institution and Resources for The Future/National Wildlife Federation Urban Land Institute*, 1985
Former Waterfront Eyesore Given Colorful Refurbishing (The Torpedo Factory), Architecture: The AIA Journal, November 1984
From Armaments to Art: The Reconstruction of a Dilapidated Torpedo Factory in Alexandria, Virginia *Building Design & Construction*, May 1984

AIA Component Awards: Perpetual American Bank AIA Journal, May 1983
Cityscape: The Brookings Building Plan Washington Post, November 1983
Lenders Breaking New Ground Real Estate (Featuring Perpetual American Bank on Rhode Island Ave.), *Washington Post*, March 1982

REGISTRATION

Registered Architect in the District of Columbia, the Commonwealth of Pennsylvania, the State of Maryland, and the Commonwealth of Virginia

OTHER ACTIVITIES

Juror, **Architectual Precast Association**, Design & Manufacturing Awards competition, 2003
Presenter, **Restoration and Renovation Hardware Showcase**, Baltimore, "Designing in Historic Districts: Process, Product and Presentation", 2003
Speaker, **Harvard University**, Harvard University Graduate School of Design/Professional Development Course, 2002
Juror, **Catholic University of America**, Holocaust Memorial Competition, 2001
Speaker, **Harvard University**, Harvard University Graduate School of Design/Professional Development Course, 2001
Speaker, **Commercial Construction Group**, "The Past, Present and Future of Downtown DC Architecture; Lessons Learned and Ideas For Tomorrow's Urban Structure", 2001
Juror, Roanoke Valley Chapter **AIA**, 2001 Awards
Presenter, SCUP North Atlantic Regional Conference, "Breaking the Instructional Toolbox", 1998
Adjunct Professor, **University of Maryland**, Urban Design/Architecture Studies, Spring 1993
President, Board of Trustees, **School for Friends**, 1989
Sponsorship and Expo Chair, **Society for College and University Planning**, 1996 National Conference, Washington, DC
Member, National Committee for Professional Development, **Society for College and University Planning**
Presenter, SCUP Mid\Atlantic Region Annual Conference, "Virginia Tech Managing Change by Design", 1995
Presenter, **Building Virginia**, "The Design Picture", 1994
Presenter, **World Bank/AIA** Seminar, "Quality Design and Sustainable Built Environment", 1994
Presenter, **John Hopkins University** "Mixed-Use Development", 1994
Presenter, **Virginia Public Education Institutions** Conference, 1994
Presenter, **New Jersey Institute of Technology** Conference, 1994
Presenter, **George Washington University** Virginia Campus, Lecture Series, 1994
Juror, James River Chapter **AIA**, 1994 Awards
Presenter, SCUP National Conference, 1994
Member, **Society for College and University Planning**
Member, **Spingarn High School** (Washington, DC) Pre-Architecture Program Committee
Member, Professional Advisory Board, **University of the District of Columbia** Architecture Program
AIA Awards Juror, Central Pennsylvania Chapter, 1993
Panelist, **Metropolitan Young Architects Forum**, Washington, DC, 1993
Member, **Lambda Alpha**, 1993
Presenter, SCUP Mid-Atlantic Regional Conference, 1993
ASLA Awards Juror, Connecticut Chapter, 1992
Panelist, "Greyhound Bus Forum", **Cleveland Restoration Society**, 1991
Moderator & Lecturer, **Smithsonian Institution** Resident Associate Program "Beyond Postmodernism: Architecture for the Next Decade," 1987
Member, Planning and Development Committee and Chairman, Urban Design Subcommittee, **Greater Washington Board of Trade**, 1986
Studio Critic: **Catholic University**, 1985

Member, **The Real Estate Group**, Washington, DC
Member, **Dupont Circle Conservancy**
Guest Critic: **University of Maryland, Catholic University, Temple University, Drexel University and Moore College of Art, Howard University, University of the District of Columbia, Drury College**

EXHIBIT B

MARTIN J. WELLS, P.E.
PRESIDENT

PROFILE: Mr. Wells has 30 years of experience in traffic, transportation, transit, parking, and pedestrian planning and engineering. He has worked for private real estate developers; federal, state, and local governments; and institutions in 30 states and overseas. This experience includes traffic impact studies, transportation analyses of mixed-use developments, travel demand management studies, parking policy and needs studies, transit planning, and highway and parking facility design. Mr. Wells has provided expert testimony before numerous planning boards, elected officials, administrative hearing officers, and citizens groups.

EXPERIENCE: **Traffic Impact Studies.** Conducted numerous traffic impact studies for large and small residential, commercial, and mixed-use projects in every major jurisdiction in the Washington metropolitan area and in 15 other states. This includes preparation of reports and expert testimony in support of rezoning, subdivisions, site plan approvals, and comprehensive plan and proffered condition amendments.

Mixed-Use/Town Center Developments. Conducted multi-modal transportation studies for 12 million square foot mixed-use residential, office, retail, and hotel projects for the Potomac Yard in Alexandria/ Arlington, Virginia; Reston Town Center, Fairfax County, Virginia; The Village at Shirlington, Arlington County, Virginia; Columbia, Maryland; WorldCom and Evergreen Mills in Loudoun County, Virginia; The Gallery at Harborplace in Baltimore, Maryland; Carlyle and Mark Center in Alexandria, Virginia; Xerox Landsdowne in Loudoun County, Virginia; Colgate-Palmolive Company in Jersey City, New Jersey; River Walk in New York City; Eden Isles in Slidell, Louisiana.

Major Event Use Studies. Prepared traffic, parking, and traffic management plans for stadiums and entertainment complexes including: The John F. Kennedy Center for the Performing Arts in the District of Columbia; FedEx Field (Washington Redskins), Landover, Maryland; Jordan Hare Stadium, Auburn, Alabama; Arlington County Major League Baseball Stadium; Merriweather Post Pavilion, Columbia, Maryland; Nissan Pavilion, Prince William County, Virginia; Middle River Racing Associates in Anne Arundel County, Maryland; and Oriole Park at Camden Yards, Baltimore, Maryland.

Interchange Justification Studies. Conducted studies for modifying existing interchanges and for new interchanges on Interstate highways in Virginia, Maryland, New Jersey, Texas, and Louisiana.

Travel Demand Management Studies. Developed travel demand management programs, including: group riding, transit, flexible work hour, and other actions, for major development projects in Montgomery and Prince George's County, Maryland; and Arlington County, Alexandria, Vienna, and Fairfax County, Virginia.

Travel Demand Forecasting. Forecasted regional and corridor travel demand in Arlington, Fairfax, and Loudoun County, Virginia; Jersey City, New Jersey; Columbia, Gaithersburg, Howard County, and Prince George's County, Maryland; Arlington, Virginia; Birmingham, Alabama; Fort Meyers, Florida; and Buenos Aires, Argentina.

Neighborhood Traffic Management Studies. Identified actions to reduce through traffic and vehicle speeds in East Bethesda, Chevy Chase Section IV, Maryland; Fairfax County, Virginia; and Paulus Hook, Jersey City, New Jersey.

Retail Traffic and Parking Studies. Prepared traffic, parking, transit, and pedestrian studies for Main Street, town center, regional shopping centers, large-scale value retail centers, and power strip centers in Arlington, Fairfax County, Loudoun County, and Richmond, Virginia; Owings Mills, Baltimore City, Columbia, Gaithersburg, Anne Arundel County, and Prince George's County, Maryland; North Barrington, Illinois; Atlanta, Georgia; Plano, San Antonio, and Fort Worth, Texas; Coral Gables, Tampa, and Orlando, Florida; New Haven, Connecticut; Boston, Massachusetts; and Puebla, Mexico.

Parking Studies. Conducted parking policy, needs, feasibility, and shared-use studies for public agencies, parking operators, and real estate developers, including: the District of Columbia; Arlington County, Fairfax County, Loudoun County, Alexandria, and Middleburg, Virginia; Montgomery, Prince George's, and Howard Counties, Maryland; Nashville/Davidson County and Memphis, Tennessee; Hartford, Connecticut; Coral Gables and Jacksonville, Florida; Syracuse, New York; the Washington Metropolitan Transit Authority; and The Rouse Company.

Transit Station Impact Analyses. Conducted site access, joint development, parking, and pedestrian impact studies at numerous bus and rail transit stations in the Northeast Corridor, metropolitan Washington, San Antonio, Atlanta, Jersey City, and Buenos Aires, Argentina.

Transit Studies. Devised transit circulator systems for various downtowns and major activity centers, and prepared transit development programs throughout Pennsylvania and North Carolina.

Health Care Facilities. Prepared traffic and parking plans for hospitals, universities, professional office buildings, and nursing homes, including: the Yale-New Haven Medical Center; Georgetown University Medical Center; Fairfax (Virginia) Hospital; Inova Fairfax (Virginia) Hospital; Fair Oaks (Virginia) Hospital; Washington Adventist Hospital; Shady Grove Adventist Hospital; Montgomery County, Maryland; Washington Hospital Center; Loudoun Memorial Hospital; Mission Memorial Hospital, Asheville, North Carolina; Baptist Medical Center, Birmingham, Alabama; and University of Rochester.

Schools. Conducted traffic, parking, bus, and pedestrian analyses of public and private elementary, middle, and high schools, including: Cranbrook, Bloomfield Hills, Michigan; St. Patrick's Episcopal Day School, Washington, D.C.; Edmund Burke School, Washington, D.C.; Sidwell Friends School, Washington, D.C. and Bethesda, Maryland; The Sheridan School, Washington, D.C.; The Potomac School, McLean, Virginia; The Langley School, Fairfax County, Virginia; French School, Montgomery County, Maryland; Garrison Forest School, Baltimore County, Maryland; and public schools in Arlington and Fairfax County, Virginia, and Montgomery and Howard County, Maryland.

Environmental Impact Studies. Prepared the transportation components of environmental documents in Washington, D.C.; Prince George's County, Maryland; New York, New York; Jersey City, New Jersey; Slidell, Louisiana; and Charleston, South Carolina.

EDUCATION: Master of Science, Civil Engineering, Carnegie-Mellon University, Pittsburgh, Pennsylvania, 1975.

Bachelor of Science, Civil Engineering, Wayne State University, Detroit, Michigan, 1973.

REGISTRATIONS: Registered Professional Engineer: Virginia, Maryland, New Jersey, Florida, Illinois, Texas, Pennsylvania, Colorado, Ohio, Missouri, Connecticut, North Carolina, New York, Michigan, West Virginia, Indiana, Oregon, and the District of Columbia.

AFFILIATIONS: Institute of Transportation Engineers
American Planning Association
Congress for the New Urbanism

PUBLICATIONS: "Colgate-Palmolive Site Traffic Impact Assessment Case Study," American Society of Civil Engineers, Site Impact Traffic Assessment Conference, June 1992.

"Neo-Traditional Neighbor Developments: Can You Go Home Again?," National Trust for Historic Preservation, National Meeting on Main Street, April 1992.

"Parking and Easy Access - The First Steps Toward Recovery," Health Facilities Management Magazine, December 1991.

"Review of Methods for Assigning Work to Part-Time Operators," Annual Meeting of the Transportation Research Board, Washington, D.C., 1985.

"Integrating Public Transportation into the San Antonio, Texas Street System," International Public Works Congress and Equipment Show, Atlanta, Georgia, 1981.

"Neighborhood Automobile Restraint: The Chevy Chase Section Four, Maryland Experience," Annual Meeting of the Transportation Research Board, 1981.

"Planning for Shared-Ride Taxi Service," 58th Annual Meeting of the Institute of Transportation Engineers, 1978.

EMPLOYMENT HISTORY

1991 - Present — **Wells & Associates, LLC**
McLean, Virginia
President

Responsible for business development, administration, management of professional, technical, and clerical staff, technical analyses, quality control, documentation, and expert testimony.

1981 - 1991 — **Gorove/Slade Associates, Inc.**
Washington, D.C.
Principal Associate

Responsible for the transportation planning practice. Responsibilities included business development, project administration, management of professional, technical, and clerical staff, technical analyses, quality control, documentation, and expert testimony.

1980 - 1981 — **San Antonio Metropolitan Transit Authority (VIA)**
San Antonio, Texas
Director of Planning

Responsible for long-range, short-range, and day-to-day operations planning for a 550-bus transit system serving a metropolitan area of over 1,000,000 people.

1975 - 1980 — **Barton-Aschman Associates, Inc.**
Washington, D.C.
Associate/Senior Associate

Responsible for transportation planning, transit planning, and traffic engineering analyses.

EXHIBIT C

WELLS & ASSOCIATES, LLC
TRAFFIC, TRANSPORTATION, and PARKING CONSULTANTS

TO: Jeffrey Utz
Pillsbury Winthrop Shaw Pittman, LLP

FROM: Catherine Proot

DATE: September 14, 2005

SUBJECT: 318 Eye Street, N.E. PUD

RE: Conclusion Remarks

Dear Mr. Utz,

Attached, please find the updated conclusions for the 318 Eye Street, N.E. development in Washington, D.C. The conclusions have been modified as requested to discuss the proposed location of the parking garage and loading area via the existing alley along Eye Street.

Please feel free to contact me if you have any questions.

Sincerely,

Cathy Proot

170 Jennifer Road, Suite 260 • Annapolis, Maryland 21401 • (410) 266-5723 • Fax: (410) 266-9189

Section 4
CONCLUSIONS

The conclusions of this traffic impact study are as follows:

1. All key intersections currently operate at an overall level of service (LOS) "D" or better during both the AM and the PM peak hours. The eastbound movement at the 4th Street/K Street intersection operates near capacity at LOS "E" during the PM peak hour due to the high volume of eastbound traffic.

2. The approved but unbuilt projects in the study area will generate a total of 826 AM peak hour trips and 892 PM peak hour trips.

3. These additional trips can be adequately accommodated at the key intersections in the study area, if existing traffic signal timings at the intersections of 3rd Street and 4th Street at K Street are modified.

4. The proposed re-development of 318 Eye Street, N.E. will generate 28 net additional AM peak hour trips and 51 net additional PM peak hour trips.

5. These additional site-generated trips can be adequately accommodated at the key intersections in the study area with these traffic signal timing modifications.

6. All vehicular access to the site would be provided via an existing alley along Eye Street. Due to the constrain curb cuts on Eye Street, the alley is the preferred location to access the parking garage and the loading area.

EXHIBIT D

FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number: _____

Contract Amount: _____

Project Name: Broadway I Associates, LLC

Project Address: 318 I Street, NE Ward: 6

Nonprofit Organization: (Yes) _____ (No) X

This First Source Employment Agreement (the "**Employment Agreement**" or "**Agreement**"), in accordance with D.C. Law 14-24, D.C. Law 5-93, as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of D.C. residents, is between the District of Columbia Department of Employment Services ("**DOES**"), and Broadway I Associates, LLC ("**EMPLOYER**"). Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral and placement of new hires or employees for the new jobs created by construction and operations of this Project and will hire 51% District of Columbia residents for all new jobs created. Further, EMPLOYER will fill 51% of apprentices employed in connection with the Project with District residents registered in programs approved by the District of Columbia Apprenticeship Council.

I. GENERAL TERMS

A. The EMPLOYER will use DOES as its first source for the recruitment, referral and placement of employees.

B. The EMPLOYER shall require all contractors and subcontractors, performing work on the Project with contracts totaling $100,000 or more to enter into a First Source Employment Agreement with DOES.

C. DOES will provide recruitment, referral and placement services to the EMPLOYER subject to the limitations set out in this Agreement.

D. DOES participation in this Agreement will be carried out by the Office of the Director, with the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by DOES (collectively, the "**Contract Officer**").

E. This Agreement shall take effect when signed by the parties below and shall be fully effective for the duration of the contract and any extensions or modifications to the contract.

F. This Agreement shall not be construed as an approval of the EMPLOYER's bid package, bond application, lease agreement, zoning application, loan, or contract/subcontract.

G. DOES and the EMPLOYER agree that for purposes of this Agreement, new hires and jobs created (both union and nonunion) include all EMPLOYER's job openings and vacancies in the Washington Standard Metropolitan Statistical Area created as a result of internal promotions, terminations, and expansions of the EMPLOYER's workforce, as a result of this Project, including loans, lease agreements, zoning applications, bonds, bids and contracts, subject to the exemptions listed in Section VI of this Agreement.

H. For purposes of this Agreement, apprentices as defined in D.C. Law 2-156, are included.

I. The EMPLOYER shall register an apprenticeship program with the D.C. Apprenticeship Council for construction or renovation contracts or subcontracts totaling $500,000 or more. This includes any construction or renovation contract or subcontract signed as the result of, but is not limited to, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one 1 year or more.

J. All contractors who contract with the Government of the District of Columbia to perform information technology work with a single contract or cumulative contracts of at least $500,000, within any twelve (12) month period, shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council.

K. The term "information technology work" shall include, but is not limited to, the occupations of computer programmer, programmer analyst, desktop specialist, technical support specialist, database specialist, network support specialist, and any other related occupations as the District of Columbia Apprenticeship Council may designate by regulation.

II. RECRUITMENT

A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements, to the extent such information is known. The EMPLOYER will notify DOES of its specific need for new employees as soon as that need is identified.

B. Notification of specific needs, as described in Section II.A., must be given to DOES at least three (3) business days (Monday - Friday) before using any other referral source, and shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment and work to be performed.

C. Job openings to be filled by internal promotion from the EMPLOYER's current workforce need not be referred to DOES for placement and referral.

D. The EMPLOYER will submit to DOES, prior to starting work on the Project, the names of all current employees, including apprentices, trainees, and laid-off workers likely to be employed on the Project, to the extent such information is known.

III. REFERRAL

DOES will screen and refer applicants according to the qualifications supplied by the EMPLOYER.

IV. PLACEMENT

A. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer. DOES will make every reasonable effort to refer at least two qualified applicants for each job opening.

B. The EMPLOYER will make all decisions on hiring new employees but will in good faith use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.

C. In the event DOES is unable to refer the qualified personnel requested, within three (3) business days (Monday - Friday) from the date of notification, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. Notwithstanding the foregoing, the EMPLOYER will still be required to hire, consistent with D.C. Law, 51% District residents for the new jobs created by the development, construction and Operation of the Project.

D. After the EMPLOYER has selected its employees, DOES will not be responsible for the referred 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 the referred employees' actions.

V. CONTROLLING REGULATIONS AND LAWS

A. To this extent this Agreement is in conflict with any labor laws or governmental regulations, the laws or regulations shall prevail.

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

C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any involved collective bargaining unit with 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.

VI. EXEMPTIONS

A. Contracts, subcontracts or other forms of government-assistance less than $100,000.

B. Employment openings the contractor will fill with individuals already employed by the company.

C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.

D. Suppliers located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in the Washington Standard Metropolitan Statistical Area.

VII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger or otherwise, the EMPLOYER as a condition of transfer shall:

1. Notify the party taking possession of the existence of the Employment Agreement.

2. Notify the party taking possession that full compliance with this Agreement is required in order to avoid termination of the Project.

3. Advise DOES within seven (7) business days of the transfer. This notice will include the name of the party taking possession and the name and telephone number of that party's representative.

B. DOES shall monitor EMPLOYER's performance under this Agreement. The EMPLOYER will cooperate in DOES' monitoring effort and will submit a Contract Compliance Form to DOES monthly.

C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available payroll and employment records for employees of the EMPLOYER for the review period indicated.

D. If additional information is needed during the review, the EMPLOYER will provide the requested information to DOES.

E. With the submission of the final request for approval from the District as provided in the ERA, the EMPLOYER shall:

1. Document in a report to the Contract Officer its compliance with the requirement that 51% of the new employees hired in connection with the Project be District residents; or

2. Submit a request to the Contract Officer for a waiver of compliance with the requirement that 51% of the new employees hired in connection with the Project be District residents and include the following documentation:

a. Material supporting a good faith effort to comply;

b. Referrals provided by DOES and other referral sources; and

c. Advertisement of job openings listed with DOES and other referral sources.

F. The Contract Officer may waive the goal that 51% of the new employees hired by the Project be District residents, if the Contract Officer finds that:

1. A good faith effort to comply is demonstrated by the contractor;

2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area. The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loudon, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson;

3. The EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or

4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the contract.

G. Willful breach of the Employment Agreement by the EMPLOYER, or failure to submit the Contract Compliant Report, or deliberate submission of falsified data may be enforced by the Contract Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract.

H. Nonprofit organizations are exempted from the requirement that 51% of the new employees hired on the Project be District residents.

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

J. The Project may be terminated because of the EMPLOYER's non-compliance with the provisions of this Agreement.

Dated this _____ day of _____ 2004

Signed:

DEPARTMENT OF EMPLOYMENT SERVICES

By: _____
Name: _____
Title: _____

Broadway I Associates, LLC

By: _____
Name: _____
Title: _____

EMPLOYMENT PLAN

NAME OF FIRM_____

ADDRESS_____

TELEPHONE NUMBER_____ FEDERAL IDENTIFICATION NO._____

CONTACT PERSON_____ TITLE_____

E-mail:_____ TYPE OF BUSINESS Real Estate Development

ORIGINATING DISTRICT AGENCY_____

CONTRACTING OFFICER:_____ TELEPHONE NUMBER:_____

TYPE OF PROJECT_____ FUNDING AMOUNT_____

PROJECTED START DATE_____PROJECT DURATION_____

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

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

EXHIBIT A

NEW JOB CREATION PROJECTIONS

GENERAL CONTRACTOR

The hiring needs of the general contractor have not yet been determined for this Project. All contractors involved in contracts equal to or greater than $100,000 will be required to comply with the requirements of the Employment Agreement.

SUB-CONTRACTORS

All sub-contractors involved in contracts equal to or greater than $100,000 will be required to comply with the requirements of the Employment Agreement.

CURRENT EMPLOYEES: Please list the names and social security numbers of all current employees including apprentices and trainees who will be employed on the Project. Attach additional sheets as needed.

NAME OF EMPLOYEE	
SEE BELOW♦	

♦ The general contractor has not yet determined the staffing requirements of this Project. All contractors and sub-contractors will be required to comply with the First Source Employment Agreement.

EXHIBIT E

LSDBE MEMORANDUM OF UNDERSTANDING

Between THE DISTRICT OF COLUMBIA
OFFICE OF LOCAL BUSINESS DEVELOPMENT
and
BROADWAY I ASSOCIATES, LLC - (318 I STREET, NE, PUD)

BROADWAY I ASSOCIATES, LLC (the **"Developer"**), in accordance with **D.C. Law 1-95 (as amended), D.C. Code Section 2-215.03 et seq. (2001 Ed.) and 2-217.01 et seq. (2001 Ed.), the statutes regarding "Equal Opportunity for Local, Small and Disadvantaged Business Enterprises** and in consideration of the redevelopment of certain real property located at 318 I Street, N.E., in the District of Columbia, and also known as Square 775, Lots 1, 22, 23, 32, 826, and 827 (the **"Property"**), does hereby covenant and agree to make a bona fide effort to contract and subcontract with Local, Small and Disadvantaged Business Enterprises certified by the D.C. Local Business Opportunity Commission (**"LSDBEs"**) to achieve a contracting and subcontracting goal of thirty-five percent (35%) LSDBEs participation in Developer's, adjusted development budget in the amount of **$___ million** (the **"35% Goal"**). The 35% Goal in the amount of **$___ million** is to be achieved in the contracted development costs in connection with the architectural and design, development, construction (including but not limited to, excavation, provision of construction materials, interior design and improvements, purchase of goods and supplies and equipment, janitorial and refuse collection services and other pre and post construction activities, maintenance and security for the project being created (the **"Project"**), in accordance with the following provisions.

A. The **Developer**, on its behalf and/or on behalf of its successors and assigns (if any), hereby agrees to use bona fide efforts (as defined herein) to achieve, at a minimum, LSDBE participation in professional/technical services, construction management, construction trade subcontracting, and construction trade suppliers for the Project equivalent to a value of **$___ million**, or 35% of the adjusted development budget in the amount of **$___ million**.

B. The **Developer** shall utilize the resources of the Office of Local Business Development (**"OLBD"**), including the Local Business Opportunity Commission's Directory of Certified Local, Small and Disadvantaged Business Enterprises, and periodic updates, as the primary referral sources for LSDBEs. The primary contact for such referrals shall be the Director of the Office of Local Business Development (the **"Director"**).

C. The **Developer** shall designate one or more representatives (the **"Representatives"**) who shall be duly authorized to negotiate, sign, and implement this MOU, and the **Developer** shall provide the name(s) of the Representatives to OLBD promptly upon their selection together with reasonably satisfactory evidence of their authority to act as Representatives. The Representatives shall meet with OLBD officials to explore and develop ways for

achieving the 35% Goal.

D. The **Developer** agrees to make a continuing bona fide effort to utilize LSDBEs for certain goods and services as may be required by the **Developer** to conduct its daily operations until the completion of the project.

E. Not later than 60 days after the approval of the project, the **Developer** agrees to submit a local business plan, in the form of **Attachment A**, to OLBD for approval, which plan shall be incorporated in and made a part of this MOU.

F. Not later than 45 days after the local business plan has been approved by OLBD, the **Developer** will submit to OLBD a more extensive plan listing all of the projected procurement items, quantities and estimated costs, bid opening and closing dates, and start-up and completion dates. This plan should indicate whether any items will be bid without restriction in the open market, or limited to LSDBEs certified by the Local Business Opportunity Commission.

G. The parties hereto understand and agree that the means of achieving the 35% Goal may vary according to the types of goods and services contracted for and the current availability of Certified LSDBEs. However, the **Developer** agrees to make a bona fide effort to achieve, at minimum, the 35% Goal.

H. The **Developer** further agrees to submit quarterly LSDBE contracting and subcontracting reports, in the form of **Attachment B**, to OLBD no later than fifteen (15) days after the end of each calendar quarter; the quarterly report periods shall begin on **January 1, April 1, July 1, and October 1.** These reports should include detailed documentation of outreach efforts to LSDBEs in order for OLBD to determine whether the Developer has made bona fide efforts.

I. The Representatives of **Developer** shall meet quarterly with OLBD staff on a mutually agreeable schedule to discuss LSDBE participation during the construction phase(s) of the Project.

J. The **Developer** further agrees to include in the terms of its contractual agreements with the general/prime contractor(s) and/or construction manager (any such general contractor or construction manager, the "**General Contractor**"), language that requires the General Contractor to make a bona fide effort to achieve the 35% Goal in (1) in its own contracting with respect to the Project, and (2) engaging subcontractors to perform work on the Project, and the General Contractor will require that the any of its contractors include in all lower-tier contracts a provision requiring such lower-tier subcontractors make bona fide efforts to achieve the 35% Goal.

The **Developer** shall take responsibility for training the General Contractor and any subcontractors to ensure that they understand the economic development commitments made by the **Developer** to certified Local, Small and Disadvantaged Business Enterprises.

The **Developer** shall employ and maintain an aggressive contract tracking and

monitoring program, along with a prescribed and detailed means of dealing with inconsistent, incorrect and/or tardy reports. To the extent that the **Developer** experience or discover non-compliance with this MOU, the **Developer** may request that additional retainage be withheld from non-complying subcontractors (including the General Contractor) until complete and correct documentation reflecting bona fide efforts to achieve the 35% Goal is submitted. Contractors shall be advised that any and all non-compliance with this MOU may negatively impact all future opportunities with the **Developer** or the General Contractor, as applicable.

K. The **Developer** will publish, at a reasonable time period prior to any bid opening henceforth, a public notice in a newspaper of general circulation in the District of Columbia and in one or more other newspapers serving the District of Columbia local business community, to inform the business community as a whole of the overall project including a general description of projected phases of the development and anticipated time tables.

L. For purposes of this MOU agreement, the term "bona fide effort" shall mean good faith efforts designed to meet all applicable requirements with consideration for the particular facts and circumstances of any given situation. Furthermore, "bona fide efforts" shall include, among other things, the following actions, together with a commitment from the **Developer** that it shall enforce the same:

1. The General Contractor subject to this MOU will publish a public notice in a newspaper of general circulation in the District of Columbia, and in other newspapers serving the District of Columbia local business community, designed to inform the business community as a whole of specific contracting and subcontracting procurement opportunities.

2. The General Contractor subject to this MOU will publish public notices in a newspaper of general circulation in the District of Columbia and in one or more other newspapers serving the District of Columbia local business community, soliciting bids for products or services being sought, and will allow a reasonable time for all bidders to respond to the invitation for bid.

3. The General Contractor subject to this MOU will contact OLDB to obtain a current listing of all LSDBEs qualified to bid on procurements as they arise.

4. The General Contractor subject to this MOU will negotiate with each bidder pre-qualified by the **Developer** and the General Contractor, including LSDBEs, to obtain such bidder's best and final price as understood in the marketplace.

5. The General Contractor will not require that LSDBEs provide bonding on contracts with a dollar value less than **$100,000**, provided that in lieu of bonding the General Contractor may accept a job specific certificate of insurance.

6. The General Contractor will design and include in all contracts and subcontracts a process for dispute settlement. This process shall incorporate an opportunity for the presentation of documentation involving the work performed and invoices regarding requests for payments. Included in such contracts shall be a provision for selecting a mutually agreed upon mediator or provisions for arbitration in accordance

with the rules of the **American Arbitration Association.**

7. The General Contractor and subcontractors shall strictly adhere to their contractual obligations to pay all subcontractors in accordance with the contractually agreed upon schedule for payments. In the event that there is a delay in payment to the General Contractor, the General Contractor is to immediately notify any affected subcontractor as to the date on which payment can be expected.

8. The General Contractor commits to pay all subcontractors, including LSDBEs, in accordance with the terms of the relevant subcontract, within thirty - (30) days following the General Contractor's receipt of a payment, which includes funds for such subcontractors, from the **Developer**. The **Developer** agrees to require the General Contractor to establish a procedure for giving notice to the subcontractors of the Developer's payment to the General Contractor.

M. In order to encourage the **Developer** to develop creative, cost competitive ways in which to meet its 35% Goal, OLBD will give credit for new opportunities created by the **Developer** in areas not traditionally made available to LSDBEs and expansion of opportunities in existing areas.

N. If at the end of the first calendar quarter following the issuance of a building permit for each applicable phase of the Project, the **Developer** is unable to comply with the LSDBE utilization plan for the Project as presented by the **Developer,** the Representatives of the **Developer** and the Director of OLBD shall meet and discuss the possibilities for adjusting goals and strategies to extend the time of performance based on facts and circumstances.

This Memorandum of Understanding shall be construed in accordance with the laws of the District of Columbia.

DATE THIS _____ DAY OF_____, 2004

OFFICE OF LOCAL BUSINESS DEVELOPMENT

BY:_____
JACQUELYN A. FLOWERS,
DIRECTOR

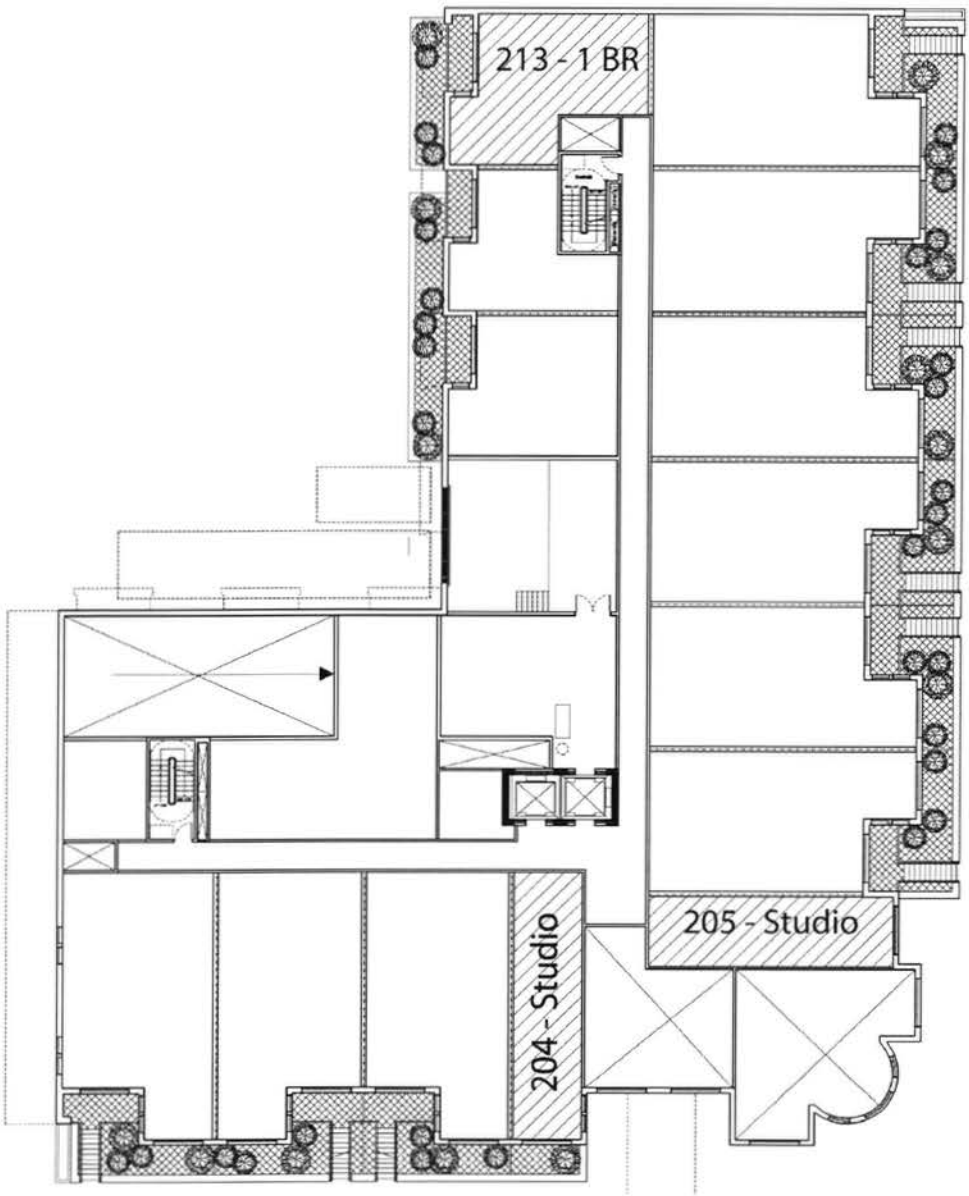
BROADWAY I ASSOCIATES, LLC

By: _____
Name:_____
Title:_____

Contact Information:

Office of Local Business Development
441 4TH Street, N.W., Suite 750N
Washington, DC 20001
Attn: Manager, Contract and Compliance Division
Ph. 202-727-3900
Fax: 202-724-3786

EXHIBIT F



Second Floor Plan

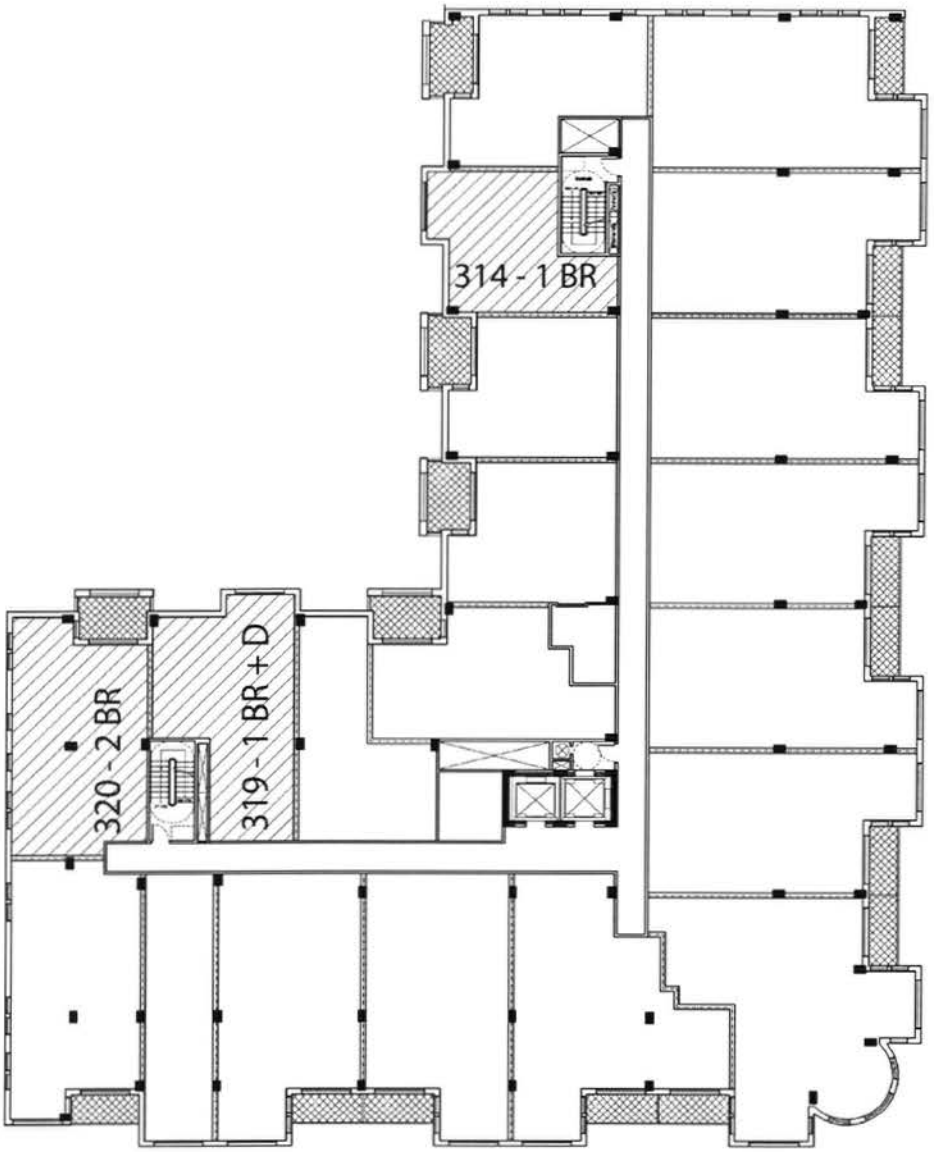
0 8' 16' 32' 64'

SCALE: 1/32" = 1'-0"

Affordable Dwelling Unit Locations

318 Eye Street

ESOCOFF & ASSOCIATES | architects



Third Floor Plan

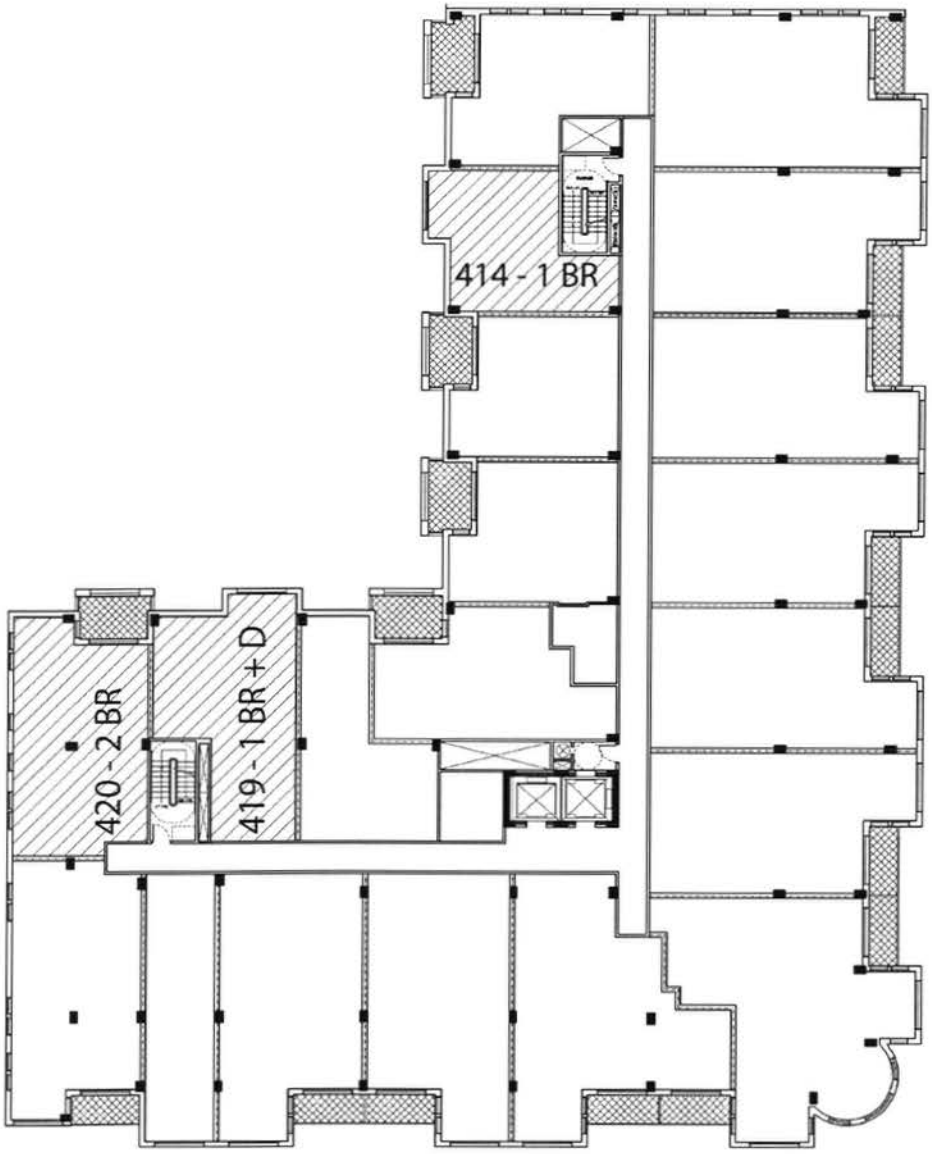
0 8' 16' 32' 64'

SCALE: 1/32" = 1'-0"

Affordable Dwelling Unit Locations

318 Eye Street

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Fourth Floor Plan

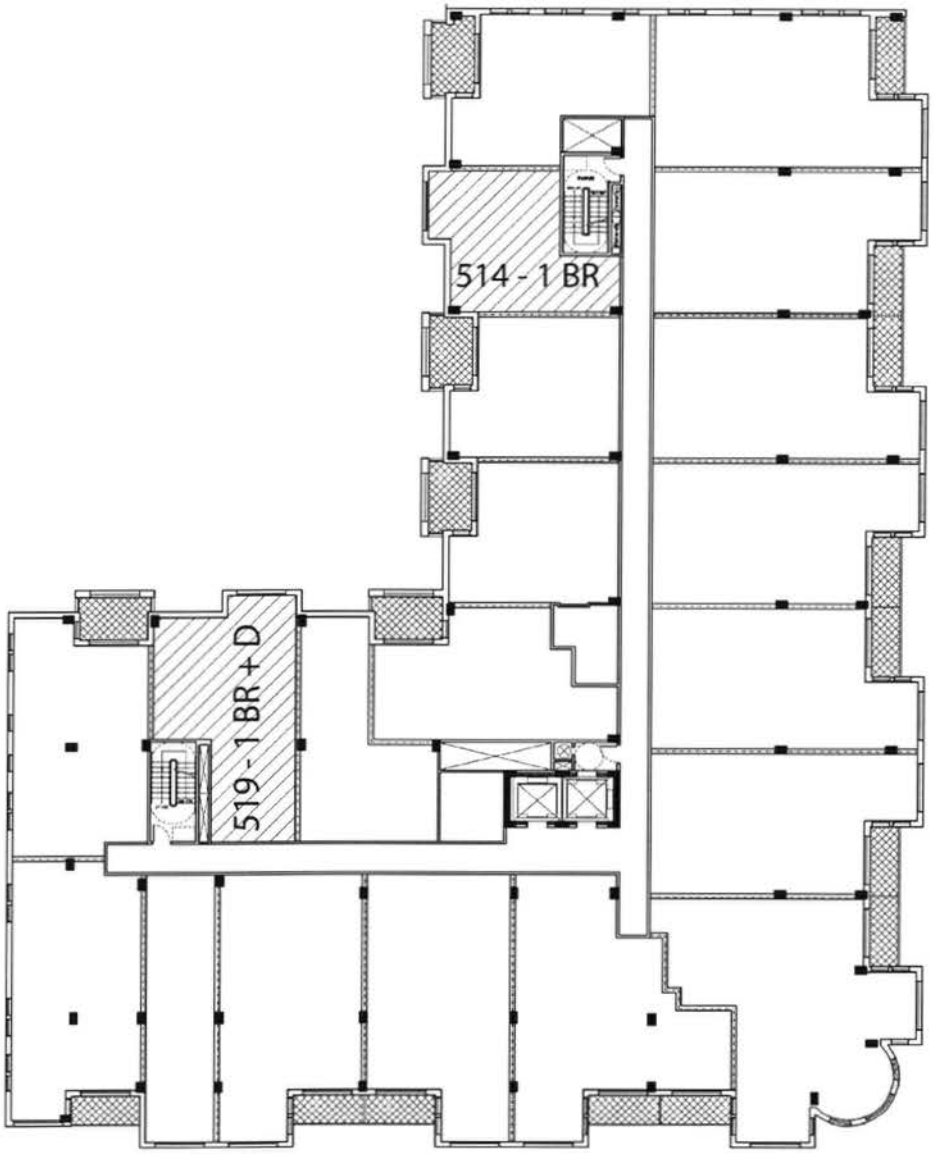
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SCALE: 1/32" = 1'-0"

Affordable Dwelling Unit Locations

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Fifth Floor Plan

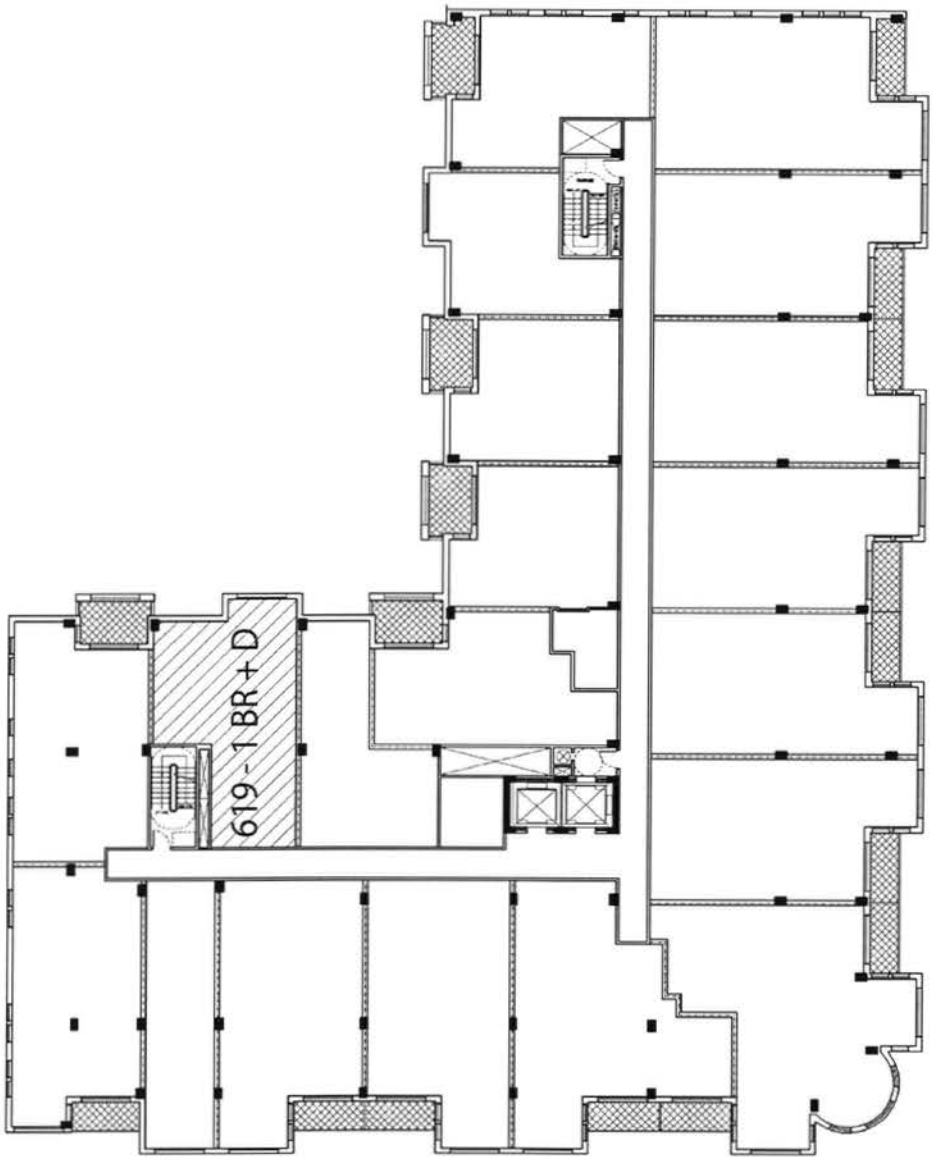
0 8' 16' 32' 64'

SCALE: 1/32" = 1'-0"

Affordable Dwelling Unit Locations

318 Eye Street

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Sixth Floor Plan

0 8' 16' 32' 64'

SCALE: 1/32" = 1'-0"

Affordable Dwelling Unit Locations

318 Eye Street

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