



H Street Community Development Corporation

501 H Street, N.E.
Washington, DC 20002
(202) 544-8353 FAX (202) 544-3051

March 6, 2006

Sharon Schellin
Acting Secretary
to the Zoning Commission
441-4th Street, N.W. Suite 210
Washington, D.C 20001

Zoning Commission Case Number: 05-25(PUD)

Ms. Schellin:

I have enclosed Advisory Neighborhood Commission 5C Resolution and "LSDBE Memorandum of Understanding" between the District of Columbia Department of Small and Local Business Development and H Street Community Development Corporation in regards to Zoning Commission Case No. 05-25(the PUD).

Sincerely,

Eric F. Jones
Program/Project Manager

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ZONING COMMISSION
District of Columbia

05-25
ZONING COMMISSION
District of Columbia
Case No. 05-25
EXHIBIT NO. 22



GOVERNMENT OF THE DISTRICT OF COLUMBIA

Advisory Neighborhood Commissioner 5C

POST OFFICE BOX 77761

WASHINGTON, D.C. 20013

TELEPHONE: (202) 832-1963/1966

www.anc5c.org

February 21, 2006

RESOLUTION

Advisory Neighborhood Commission 5C Resolution in Support of H Street Community Development Corporation's 4th & Rhode Island Avenue NE "Gateway" Residential/Retail Space Planned Unit Development

Whereas, Advisory Neighborhood Commission 5C by previous resolutions and by testimony before the Council of the District of Columbia supported the DC Department of Housing and Community Development's (DHCD) sale of 2313-21 4th Street, NE, known as the "Dunlop properties", to the H Street Community Development Corporation(H Street CDC) for development;

Whereas, H Street CDC purchased the "Dunlop properties" from the Department of Housing and Community Development on February 10, 2004;

Whereas, H Street CDC undertook actions that caused the blighted structures known as the "Dunlop properties" to be demolished in 2004;

Whereas, H Street CDC presented their development plans at the regularly scheduled meeting of ANC 5C on January 18, 2005 at which a quorum was present; and ANC 5C by unanimous action on that date voted to support the development concept as presented by H Street CDC and supported the scheduling of a public hearing by the Zoning Commission on the Planned Unit Development ("PUD") proposal for the "Dunlop Site."

Whereas, H Street CDC presented their development plans at a Single Member District community meeting on July 7, 2005 which the community expressed support for the project;

Whereas, H Street CDC submitted on July 29, 2005 documents in support of its application to the Zoning commission for the District of Columbia for the consolidated review and one-step approval of a PUD.

The proposed Planned Unit Development calls for:

Development Proposal: The construction of a nine-story building of which, approximately 177,000-square-foot is devoted to residential and retail uses at an estimated development cost of \$40 million.

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**RESOLUTION: ANC 5C in Support of H Street CDC's 4th and Rhode Island Avenue
NE "Gateway" Residential/Retail Space PUD**

Residential Summary: 170 units of condominium rental housing units with a mix of 25 junior one bedrooms, 96 one bedrooms and 49 two bedrooms. Residents will be provided with 128 underground parking spaces. A minimum of twenty percent of the residential floor area (34,671 square feet) or approximately 34 units will be devoted to affordable housing. Eligible residents for the affordable housing component of the development will be families and individuals whose annual incomes are no less than 60% and no more than 80% of the Area Median Income.

Retail/Community Use: 3,000 square feet of ground level space would be set aside for retail or professional services, such as a doctor's or dentist's office, and community use. Local, Small, and Disadvantaged Business Enterprises will be offered the opportunity to rent space at below market rents. The ground level also will include space for community use. The community room will be approximately 500 square feet in size.

Therefore, Be It Resolved, that ANC 5C, by unanimous action on February 21, 2006 voted to support the H Street Community Development Corporation's 4th & Rhode Island Residential/Retail Space Planned Unit Development application which is scheduled for Public Hearing on March 6, 2006 before the Zoning Commission of the District of Columbia."



Celia Dianne Barnes
ANC 5C Chairperson

LSDBE MEMORANDUM OF UNDERSTANDING

Between THE DISTRICT OF COLUMBIA
DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT
And
H STREET COMMUNITY DEVELOPMENT CORPORATION

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H Street Community Development Corporation (hereinafter, 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 Zoning Commission for the District of Columbia's approval of a Planned Unit Development known as Zoning Commission Case No. 05-25 (the "**PUD**"), to construct a nine story mixed-use building for residential use of which a minimum of twenty percent (20%) of the residential floor area will be devoted to affordable housing; 3,000 gross square feet for neighborhood retail uses and a total of 128 below grade parking spaces located on the east side of 4th Street, N.E., between Rhode Island Avenue and Bryant Street, N.E. in the District of Columbia, in Square 3629, Lot 808 (the "**Property Site**"), **Developer** 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 the **Developer's** adjusted development budget in the amount of **\$27.3 million** (the "**35% Goal**"). The 35% in the amount of **\$9.55 million** is to be achieved in **Developer's** 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.¹

- A. The **Developer** by entering into this Memorandum of Understanding Agreement (the "**MOU**") agrees to develop a master procurement plan inclusive of LSDBEs for redeveloping of the Site, including implementation of all design, pre-development and development activities contemplated by such master plan, and the demolition and/or construction of all improvements (as defined in the **MOU**) to be located at the Site (collectively, the "**Project**"). 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 **\$9.55 million** or 35% of the adjusted development budget in the amount of **\$27.3 million**.

¹

The actual amount of the 35% Goal will be based upon Developer's final construction budget submitted to the DSLBD Director.

- B. The **Developer** shall utilize the resources of the Department of Small and Local Business Development ("DSLBD"), 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 Department of Small and 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 DSLBD promptly upon their selection together with reasonably satisfactory evidence of their authority to act as Representatives. The Representatives shall meet with DSLBD 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 during the Project, and understands that such efforts will accrue toward the 35% Goal.
- E. Not later than 60 days following the filing of application for a building permit pursuant to the approved PUD, the Developer agrees to submit a local business plan, in the form of **Attachment A** to DSLBD 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 DSLBD, the **Developer** will submit to DSLBD 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 DSLBD 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 DSLBD to determine whether the Owners have made bona fide efforts.

- I. The Representatives of **Developer** shall meet quarterly with DSLBD 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 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 DSLDB 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, DSLBD 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 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 DSLBD 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 3rd DAY OF March, 2006

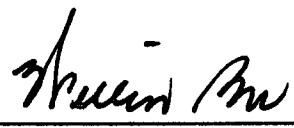
DEPARTMENT OF SMALL AND LOCAL
BUSINESS DEVELOPMENT

H STREET COMMUNITY DEVELOPMENT
CORPORATION

-a District of Columbia Limited Liability
Company

BY: 

JACQUELYN A. FLOWERS
DIRECTOR

By: 

WILLIAM J. BARROW
EXECUTIVE DIRECTOR

Contact Information:

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

Office of Zoning
441 4th Street, N.W., Suite 210
NW, Washington, DC 20001
Attn: Compliance Division
Ph.: (202) 727-56311
Fax: (202) 727-6072

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT**



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**H STREET COMMUNITY DEVELOPMENT CORPORATION
THE RHODE ISLAND AVENUE, N.E., RESIDENTIAL/RETAIL PROJECT
PLANNED UNIT DEVELOPMENT AND ZONING MAP AMENDMENT
ZONING COMMISSION CASE No. 05-25
LOT 808 IN SQUARE 3629
CONSTRUCTION OF A NINE STORY MIXED-USE BUILDING AND 128 PARKING SPACES
LOCATED AT
4TH STREET, N.E. (BETWEEN RHODE ISLAND AVENUE AND BRYANT STREET, N.E.
WASHINGTON, DC - WARD 5**

PROJECT OVERVIEW

PUD Applicant/Owner:	H Street Community Development Corporation
Architect:	Collins & Kronstadt, Leahy, Hogan, Draper, LLP
Economic Benefits Consultant:	Bolan Smart Associates, Inc.
Traffic Consultant:	O. R. George & Associates
Land Use Counsel:	Halland & Knight, LLP
Project Highlights:	Construction of a nine story mixed-use building and 128 parking spaces
Project Size:	39,190 square feet of land area
Project Location:	East side of 14 th Street, N.E., between Rhode Island Avenue, N.E. and Bryant Street, N.E.

PRELIMINARY BUDGET ESTIMATE OF DEVELOPMENT COSTS

I. LAND ACQUISITION:

Land Acquisition	<u>\$ 160,000.00</u>	
Total Acquisition Costs:		\$ 160,000.00

II. INDIRECT COSTS -- (SOFT COSTS)

Architectural/Engineering (i)	\$ 175,000.00	
Architectural/Engineering (ii)	1,572,000.00	
Construction Lender Costs	200,000.00	
Permanent Financing Costs	733,790.00	
Owner Legal & Other	847,250.00	
Taxes & Insurance during Construction	200,000.00	
Development /Related Party Fees	1,200,000.00	
Administrative & Startup	<u>275,000.00</u>	
Total - Indirect Costs:		\$5,203,040.00

III. DIRECT COSTS (HARD COSTS)

Hard Costs – Apartments and Parking	\$25,500,000.00	
Hard Costs – Addition for Davis Bacon @ 15%	3,825,000.00	
Retail Shell and Build out	500,000.00	
FF &E and Marketing	250,000.00	
Construction Interest	3,600,000.00	
Overhead and Supervision	360,000.00	
Construction Contingency	<u>1, 000,000.00</u>	
Total - Direct Costs:		\$35,035,000.00

Total Development Budget:	\$39,398,040.00
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V. ESTIMATED CERTIFIED LOCAL, SMALL AND DISADVANTAGED- BUSINESS ENTERPRISE PARTICIPATION IN THE DEVELOPMENT PROJECT

Total Development Budget:	\$39,398,040.00
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Less:

Land Acquisition	\$ 160,000.00
Construction Lender Costs	200,000.00
Permanent Financing Costs	733,790.00
Owner Legal & Other	847,250.00
Taxes & Insurance during Construction	200,000.00
Development /Related Party Fees	1,200,000.00
Hard Costs – Addition for Davis Bacon @ 15%	3,825,000.00
Construction Interest	3,600,000.00
Overhead and Supervision	360,000.00
Construction Contingency	<u>1, 000,000.00</u>

Total Adjustments: **(\$12,126,040)**

Adjusted Development Budget: **\$27,272,000.00**

**Projected Development Budget available for
LSDBEs Participation in the HSCDC's Project:** **\$27,272,000.00**

**Certified LSDBEs Participation in the H SCDC's
Adjusted Development Budget:** **\$ 9,545,200.00**

**Certified LSDBEs Percentage of the Adjusted
Development Budget:** **35%**

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT**



ATTACHMENT C

INDUSTRIAL REVENUE BOND AND PRIVATE DEVELOPMENT PROJECTS

**AREAS OF PROCUREMENT IN WHICH LSDBE UTILIZATION
GOAL CAN BE ACHIEVED**

**Accounting Services
Advertising and Graphic Design
Antenna Systems
Architectural and Engineering Services
Audio/Visual Equipment
Bank/Financial Institutional Depository
Boiler Maintenance & Supplies
Bond/Computer Paper
Bottled Water Service
Building Supplies
Building/Facility Management Services
Cable Television Systems Technician
Carpentry
Carpet Cleaning
Carpet Leasing
Caterer
Catering and Food Service Equipment
Computer Equipment/Maintenance
Computer Software Development
Computer Supplies
Copiers
Courier/Messenger Services
Electrical Supplies
Electrician
Energy Management
Environmental Impact Studies**

Cont. 2 – Attachment C

Fencing
Fire Supply/Equipment
Floral Arrangements Decorator
Food Service Equipment Repair
Fuel Oil Company
General Construction
General Maintenance
Generator Repairs & Supplies
Grounds Maintenance
HVAC Service/Maintenance
Insurance Agent
Interior Design
Janitorial Services and Supplies
Landscaping
Legal Services
Lighting
Locksmith
Minority/Women-Owned Banks
Motor Parts & Repairs
Moving Company
Office Equipment Lease/Purchase Maintenance
Office Furniture Lease/Purchase
Office Supplies
Paint Supplies
Paper Products (Janitorial)
Parking Management
Pest Control Firm
Plant Maintenance
Plumber
Pre-Construction and Post Construction Activities
Preventative Maintenance
Printing
Printing Services, Blueprints, Brochures, etc.
Public Relations Services
Recycling Programs
Roofing Repairs
Security Guard Company
Security Services/Systems
Signage
Site Improvements/preparation
Snow Removal Firm
Sound Systems Technician
Sprinkler Systems
Telecommunications Support Service

Cont. 3 – Attachment C

Telephone System Technician
Temp Help Agency
Tools/Purchases & Rentals
Towing Company
Trash Removal
Uniform Rental Firm
Vending Equipment and Supplies
Water Removal
Water Treatment
Water Treatment
Window Repairs & Supplies
Window Washing

FORM LBOC – 003C

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT



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ATTACHMENT A
CONTRACTING AND SUB-CONTRACTING PLAN

IRB CLIENT/PRIVATE DEVELOPER: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

TOTAL ESTIMATED CONTRACT AMOUNT: \$ _____

TOTAL ESTIMATED AMOUNT TO BE SUB-CONTRACTED \$ _____

TOTAL ESTIMATED LSDBE PARTICIPATION \$ _____

PERCENTAGE OF LSDBE CONTRACT AMOUNT (%) _____

NAME OF LSDBE LIAISON: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

NAME OF GENERAL/PRIME CONTRACTOR
AND/OR CONSTRUCTION MANAGER: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT



ATTACHMENT B

**INDUSTRIAL REVENUE BOND AND PRIVATE DEVELOPMENT PROJECT
QUARTERLY LOCAL, SMALL AND DISADVANTAGE BUSINESS ENTERPRISES EXPENDITURE
REPORT FORM**

QUARTER: _____, 2006 **DATE PREPARED:** _____

PROJECT NAME: _____

ADDRESS: _____

PROJECT CONTACT: _____ **TELEPHONE:** _____ **FAX:** _____

ANTICIPATED PROJECT COMPLETION DATE: _____

PART A. EXPENDITURE SUMMARY

QUARTER	TOTAL AMT. EXPENDED TO DATE	TOTAL AMOUNT EXPENDED WITH LSDBES TO DATE	LSDBES (%) OF EXPENDED AMT. TO DATE	TOTAL AMOUNT EXPENDED THIS QUARTER	TOTAL AMOUNT EXP. W/LSDBES THIS QUARTER	LSDBES (%) PERCENTAGE THIS QUARTER
1						
2						
3						
4						
TOTAL						

**PART B. LOCAL, SMALL AND DISADVANTAGE
BUSINESS ENTERPRISE EXPENDITURE VERIFICATION**

NAME OF LOCAL, SMALL AND DISADVANTAGE BUS. ENTERPRISE	LSDBE CERT. NUMBER	DATE OF AWARD	DATE OF PAYMENT	DESCRIPTION OF GOODS/SERVICES	AMOUNT OF EXPENDITURE

OFFICE OF LOCAL BUSINESS DEVELOPMENT

LSDBE PRIME/SUBCONTRACT REPORTING FORM

Project Name: _____

Name _____ **Title** _____ **Phone Number** _____

Name of LSDBE and Certification Number	Type of Service/Work	Contract Award Amount And Contract Number	Date of Award	Payment Amount	Payment Date

OFFICE OF LOCAL BUSINESS DEVELOPMENT

LSDBE CONTACT DOCUMENTATION FORM

Project Name: _____

Name and Title _____

LSDBE Name/Certification Number	Person Contacted/Date	Telephone/Fax Number and/or E-mail Address	Type of Work	Response