

LAW OFFICES

GREENSTEIN DeLORME & LUCHS, P.C.

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 DONALD F. HOLMES, JR.

1620 L STREET, N.W., SUITE 900
 WASHINGTON, D.C. 20036-5605

TELEPHONE (202) 452-1400
 FACSIMILE (202) 452-1410
 www.gdllaw.com

ANITRA ANDROH-POWELL
 ABRIELLE B. ANDERSON
 STEPHANIE A. BALDWIN
 RACHEL K. BLACKBURN*
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*ADMITTED IN FL ONLY
 **ADMITTED IN VA ONLY

July 3, 2008

BY MESSENGER

Ms. Jerrily R. Kress, FAIA
 Director
 Office of Zoning
 441 Fourth Street, N.W., Suite 210
 Washington, D.C. 20001

ZONING COMMISSION
 District of Columbia
 CASE NO. 08-08
 EXHIBIT NO. 58

RECEIVED
 DC OFFICE OF ZONING
 JULY 3 PM 2:44

Re: Z.C. Case No.08-08; Post-Hearing Filing for Consolidated Planned Unit Development at 3910-3912 Georgia Avenue, N.W.

Dear Ms. Kress:

On the behalf of 3910 Georgia Avenue Associates Limited Partnerships I and II, enclosed please find one (1) original and twenty (20) copies of the Applicant's Post-Hearing Filing for the Consolidated Planned Unit Development at 3910-3912 Georgia Avenue, N.W.

Enclosed please find:

1. Traffic Memorandum on Alleyways;
2. Construction Management Plan;
3. First Source Agreement with DOES;
4. Memorandum of Understanding with DSLBD; and
5. Revised Architectural Plans.

Please be advised that the Construction Management Plan has been submitted by the Applicant to ANC 4C for review and discussion, however, the ANC cannot take action on the Construction Management Plan until its July 8, 2008 meeting. As you know, the Zoning

ZONING COMMISSION
 District of Columbia
 CASE NO.08-08
 EXHIBIT NO.58

GREENSTEIN DeLORME & LUCHS, P.C.

Ms. Kress, FAIA

July 3, 2008

Page 2

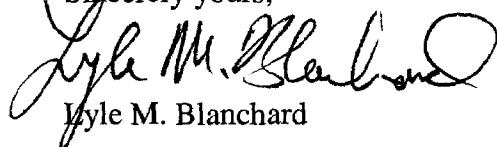
Commission is allowing the ANC to file an additional report by July 11, 2008. We request that the Commission to proceed with its final consideration of this case on July 21, 2008 as planned. The Applicant has demonstrated a willingness to work with the ANC on the (i) details of the Construction Management Plan and (ii) commitments concerning job readiness skills, job opportunities and access to small business programs. Given the fact that the details of the Construction Management Plan and the other commitments may take some time to finalize, the Applicant requests that the Commission proceed with its final consideration of the PUD case based on the understanding that the Applicant and the ANC will continue to work together on these issues.

In addition, the Memorandum of Understanding ("MOU") with the Department of Small and Local Business Development ("DSLBD") is still in draft form due to on-going negotiations with DSLBD, which as you know has been going through a transition period with a new interim director as of June 10, 2008. The Applicant expects to conclude its negotiations with DSLBD prior to the July 21, 2008 additional public meeting. However, if it is not possible to have an executed MOU by that date, the Applicant requests that the issuance of the building permit for this project be made contingent on the filing of the fully executed MOU with the Office of Zoning.

Due to the critical timing issues with respect to government financing for this PUD project, the Applicant requests that the Commission move forward with this case.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to contact me.

Sincerely yours,



Lyle M. Blanchard

340513v1

Enclosures

cc: Mr. Neil O. Albert, DMPED
Ms. Leila Edmonds, DHCD
Ms. Jennifer Steingasser, OP
Mr. Roland Bland, ANC 4C
Mr. Jair K. Lynch
Mr. Donald E. Tucker, AIA
Jacques B. DePuy, Esquire

Traffic Memorandum on Alleyways

O. R. GEORGE & ASSOCIATES, INC.
Traffic Engineers – Transportation Planners

10210 Greenbelt Road, Suite 310 • Lanham, MD 20706-2218
Tel: (301) 794-7700 • Fax: (301) 794-4400
E-mail: ibanks@orgengineering.com

MEMORANDUM

DATE: June 27, 2008

TO: Mr. Abdoulaye Bah, Senior Transportation Planner
District Department of Transportation

FROM: Iain Banks, Senior Project Engineer

RE: 3910 Georgia Avenue, Zoning Commission Application No. 08-08
– Supplementary Alleyway Memorandum

This memorandum provides information to supplement the previously submitted traffic study dated July 12, 2007 and the development update memorandum submitted May 12, 2008. The information is intended to respond to a question raised by the Zoning Commission at the June 12, 2008 public hearing for the referenced development.

Specifically, the question from the Zoning Commission was in regard to the existing and proposed traffic control at the intersections of the east-west alleyways with the north-south alleyway adjacent to the development site. The alleyways run from north to south between Randolph Street and Shepherd Street and east west between Georgia Avenue and another section of north-south alley further to the west. There are no existing traffic control measures within the alleyway system. An aerial photo of the site and the alleyway system is included as Attachment A.

The north-south alleyway system provides direct access to the proposed loading dock and parking garage facilities of the development as well as indirect access to the parking spaces and rear yards for the approximately sixty (60) residential units located along Randolph Street and Shepherd Street. These residential parking spaces are located off the east-west alleyways which connect to the main alley. It is noted that the east-west alleyways also have access via another north-south alleyway connecting Randolph Street and Shepherd Street, which is located further to the west.

As was stated at the hearing, the proposed loading facilities would be accessed via the existing fifteen feet (15-Ft) wide north-south alleyway with the trucks accessing the berths using the alleyway for maneuvers. Attachment B presents the truck tracking diagrams for the three (3) proposed loading berths and the parking garage. It is noted that the diagrams presented include the revised alignment of the east-west alleyway furthest to the north, west of the site, which was incorrectly shown on the site plan presented at the Zoning Commission Hearing. The correct alignment of this alleyway does not alter the ability of trucks to access the loading berths and presents an enhanced situation where potential vehicle conflicts are further minimized.

3910 Georgia Avenue

Georgia Commons PUD – Supplementary Alleyway Memorandum

June 27, 2008

Page 2 of 2

In direct response to the Zoning Commission's question regarding traffic control at the intersection of the area alleyways, there is currently no traffic control within the alley system in Square 2906 as is the case in general for the City's alleyways. As part of this study an informal survey was undertaken of ten (10) alleyways within the City and none of them had regulatory traffic control (i.e., Stop-Signs). As such, with the alleyway system not being modified by the proposed development, it is the professional opinion of this Consultant that traffic control is not required within the alleyway system.

The Applicant, however, recognizes that the provision of traffic control at the alleyway intersections was a specific issue raised at the Zoning Commission hearing and that safety for the future users of the development as well as the local community who access the alleyway for residential parking is critical. As such, alleyway traffic control measures have been proposed for DDOT's review and these are included as Attachment C. For the traffic control measures it is assumed that the north south alleyway is the primary alleyway and Stop-Sign controls are implemented at the east-west alleyways that intersect. In order to provide further warning "CROSS TRAFFIC DOES NOT STOP" plaques are proposed to be used in combination with the Stop Signs, as per the standards of the Manual on Uniform Traffic Control Devices (MUTCD).

Based on the above, this memorandum provides, for DDOT's review, a proposal for traffic control measures within the adjacent alleyway system. Although the study has indicated that traffic control measures are not generally utilized within alleyways around the City, it is noted that the safety for existing and future users could be enhanced by the proposed measures.

We understand that this memorandum will be submitted to the Zoning Commission by the Applicant and fully addresses the request by the Commission at the June 12th hearing. In order to address any questions or comments that the District Department of Transportation may have regarding the proposed traffic control measures and to facilitate DDOT's review, the Applicant development team is available to meet with you and your staff at the earliest convenience. Thanks.

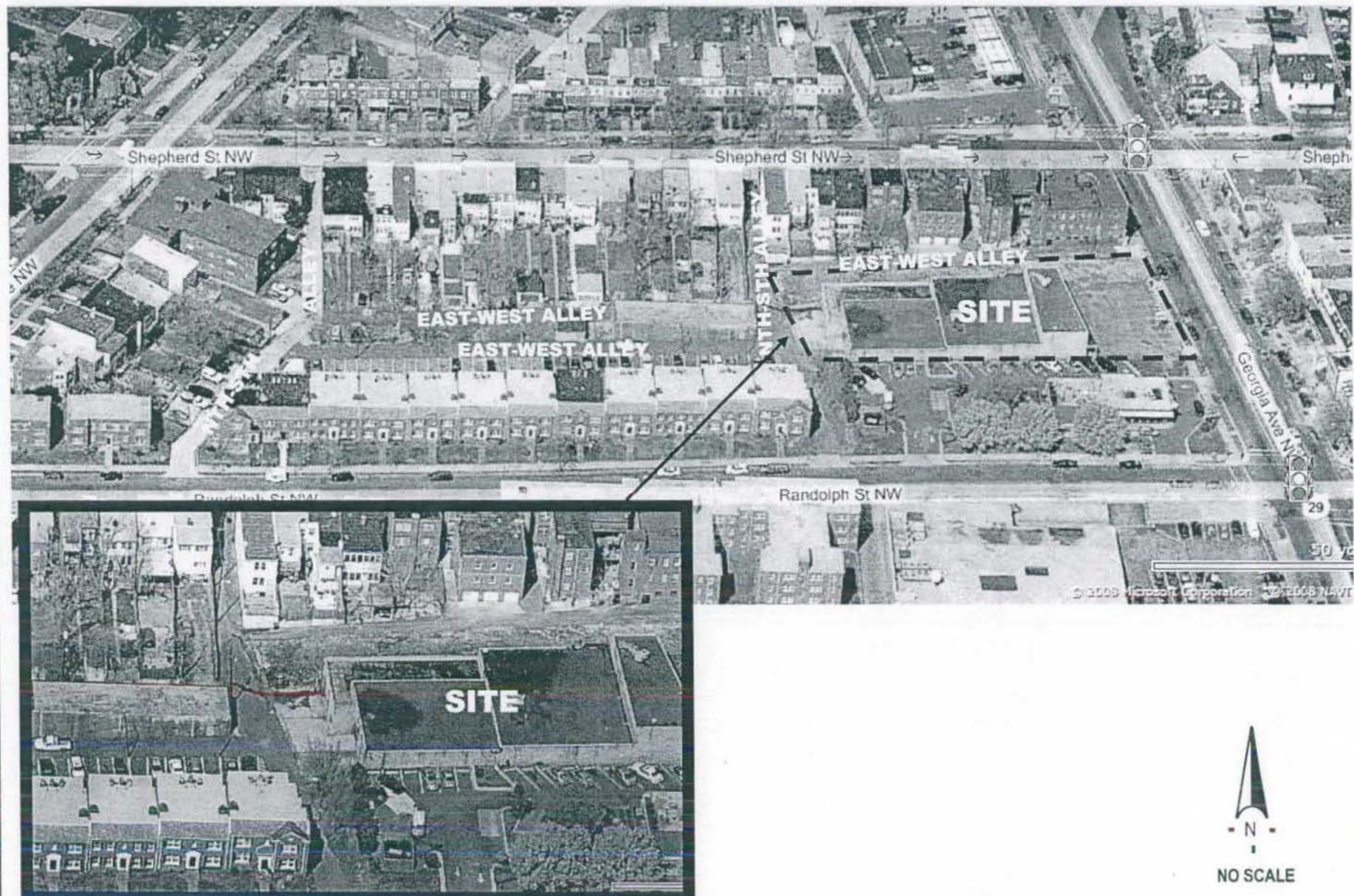
ORG/IJB

Attachments: As noted.

ATTACHMENT

A

**AERIAL PHOTO –
ADJACENT SITE AREA**



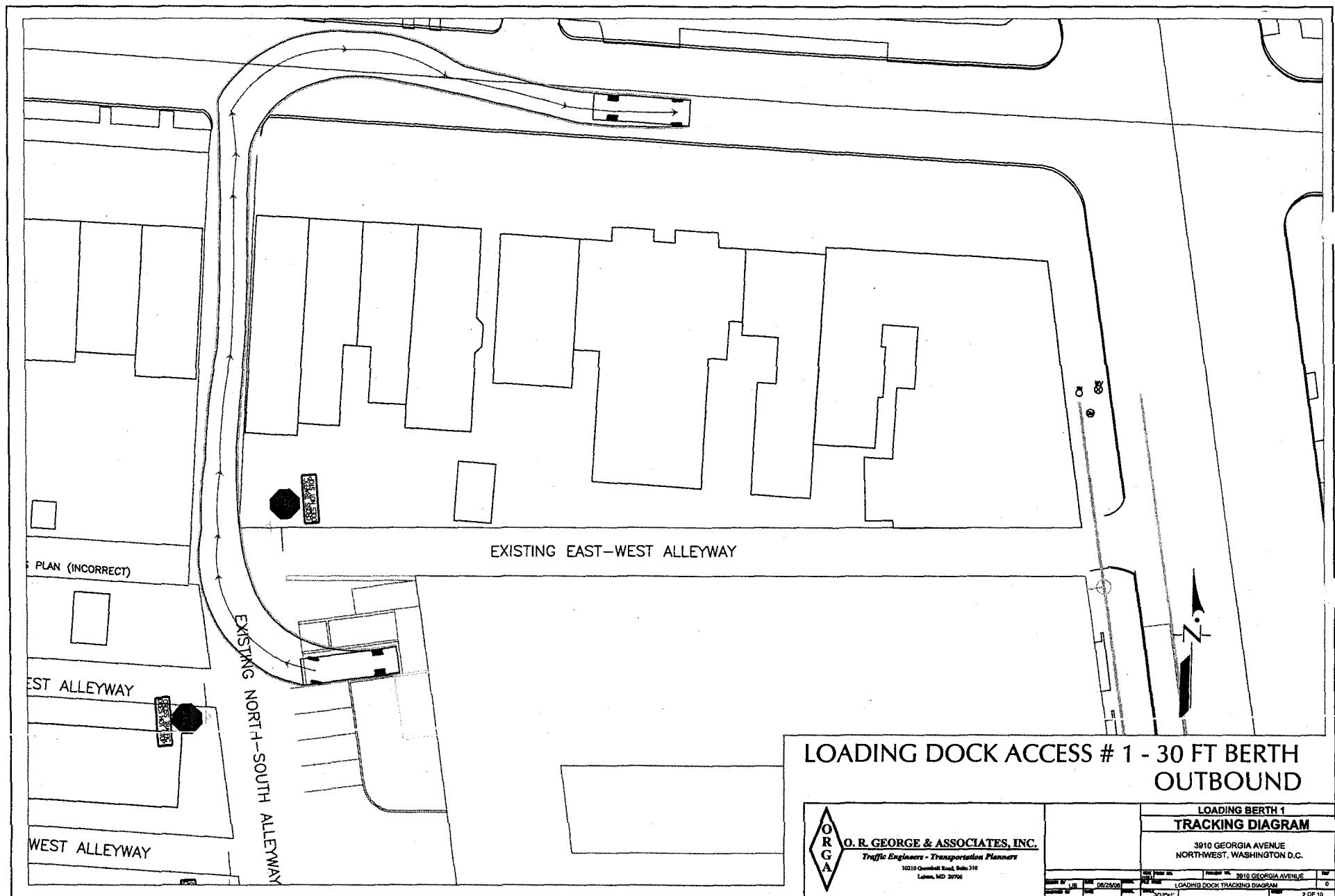
O. R. GEORGE & ASSOCIATES, INC.
Traffic Engineers - Transportation Planners

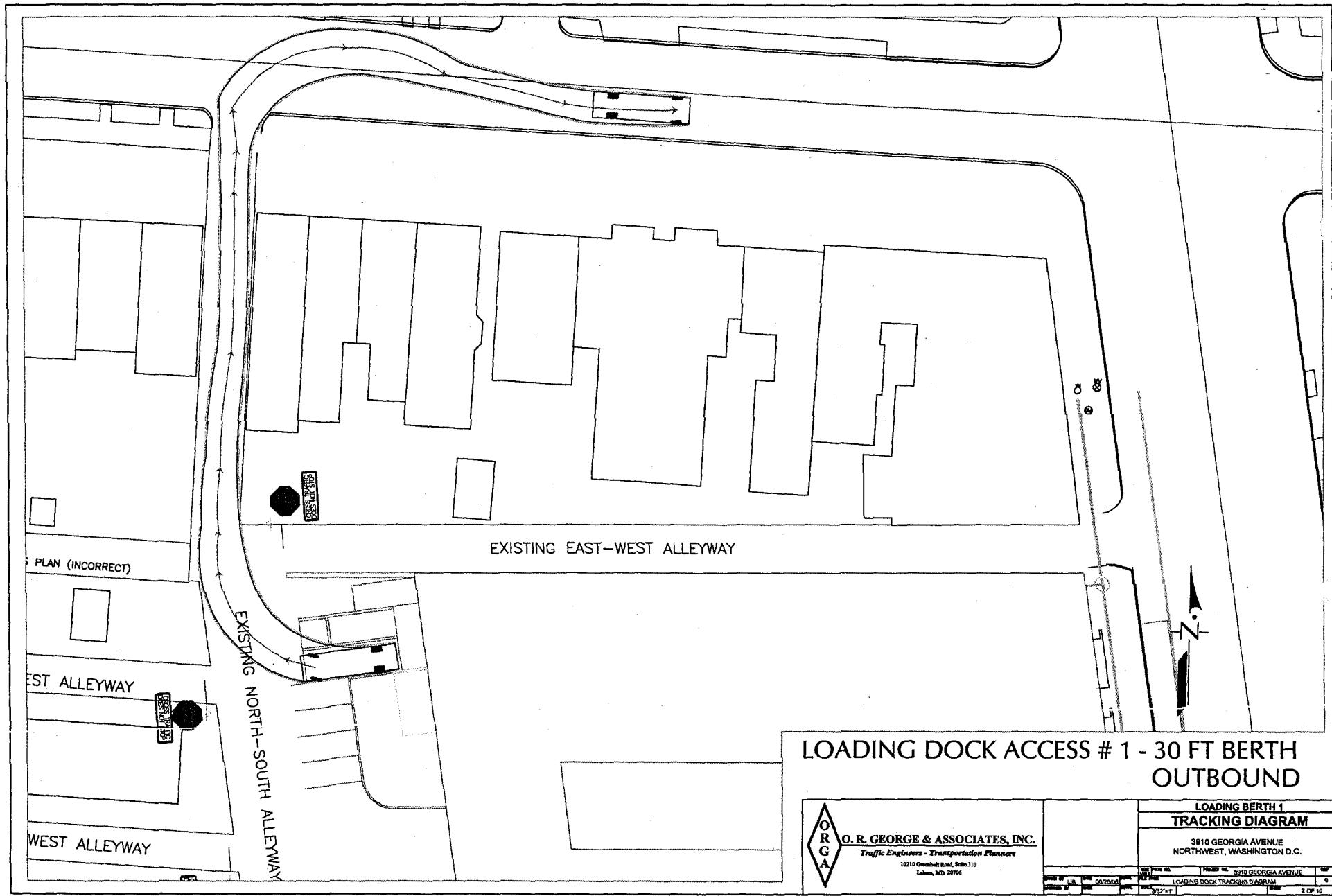
ATTACHMENT A - SITE AND ALLEYWAY SYSTEM AERIAL PHOTO
GEORGIA COMMONS PLANNED UNIT DEVELOPMENT Z.C # 08-08
SUPPLEMENTARY MEMORANDUM

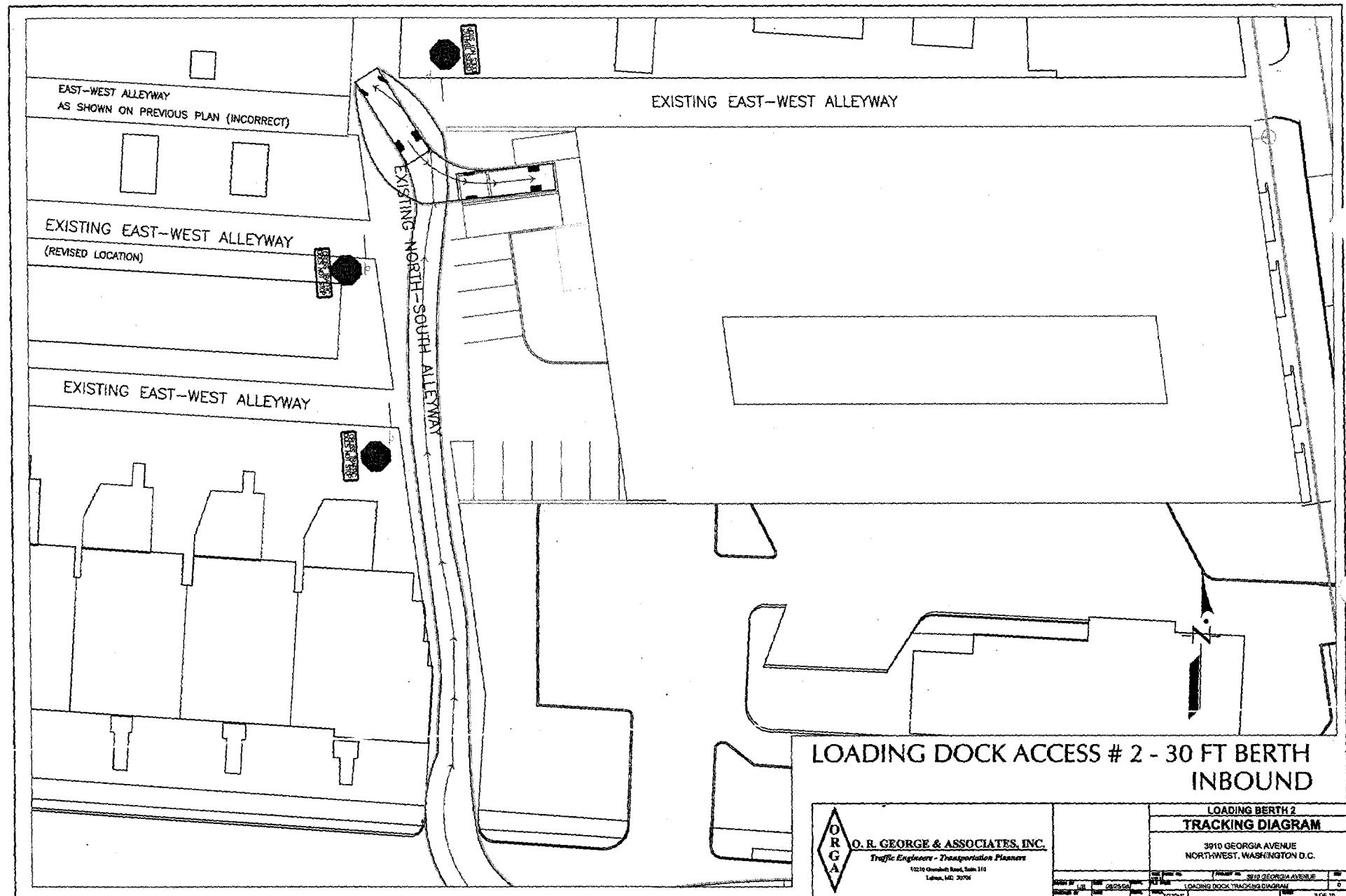
ATTACHMENT

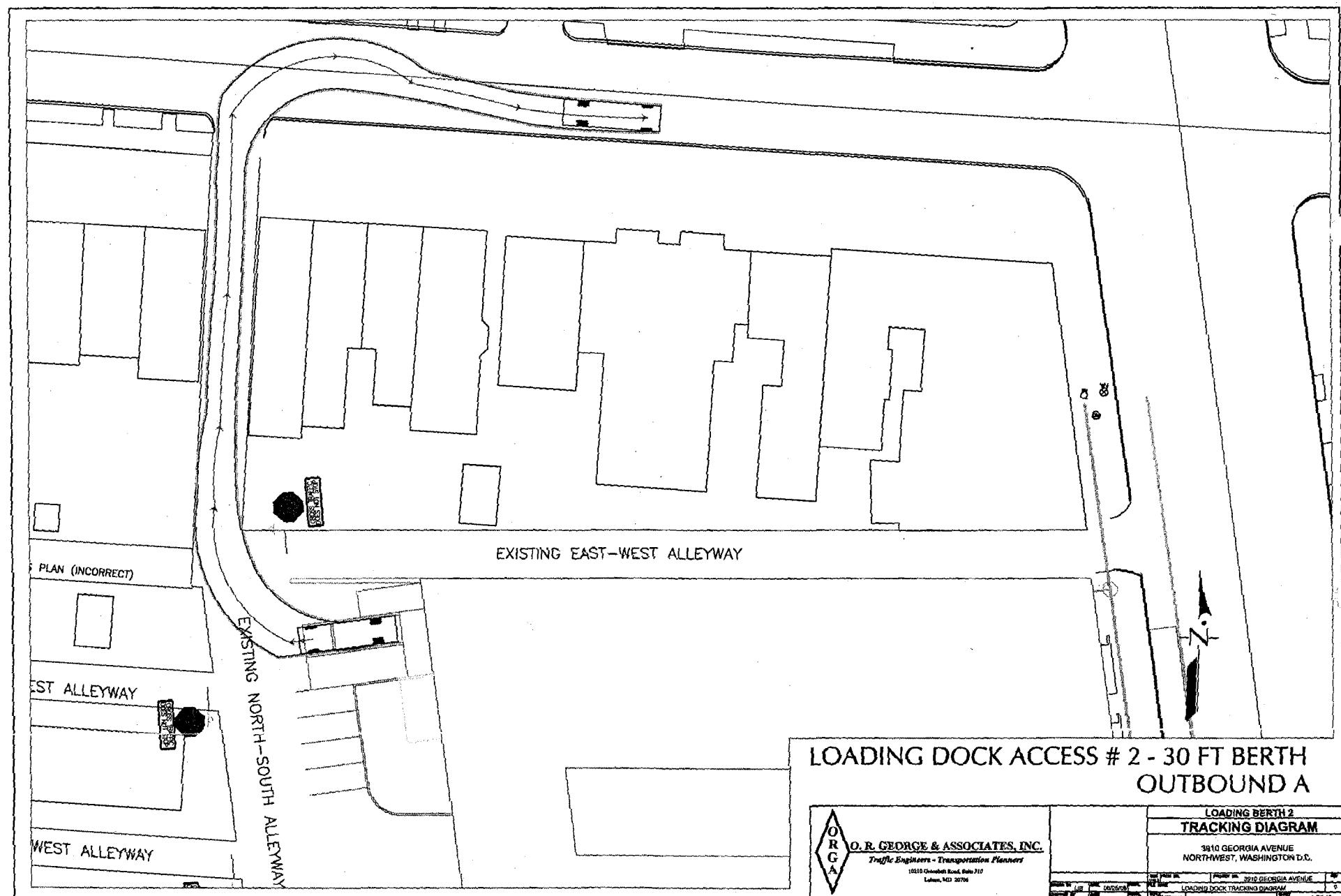
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TRUCK TRACKING DIAGRAMS

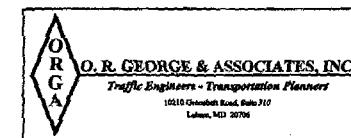








**LOADING DOCK ACCESS # 2 - 30 FT BERTH
OUTBOUND A**



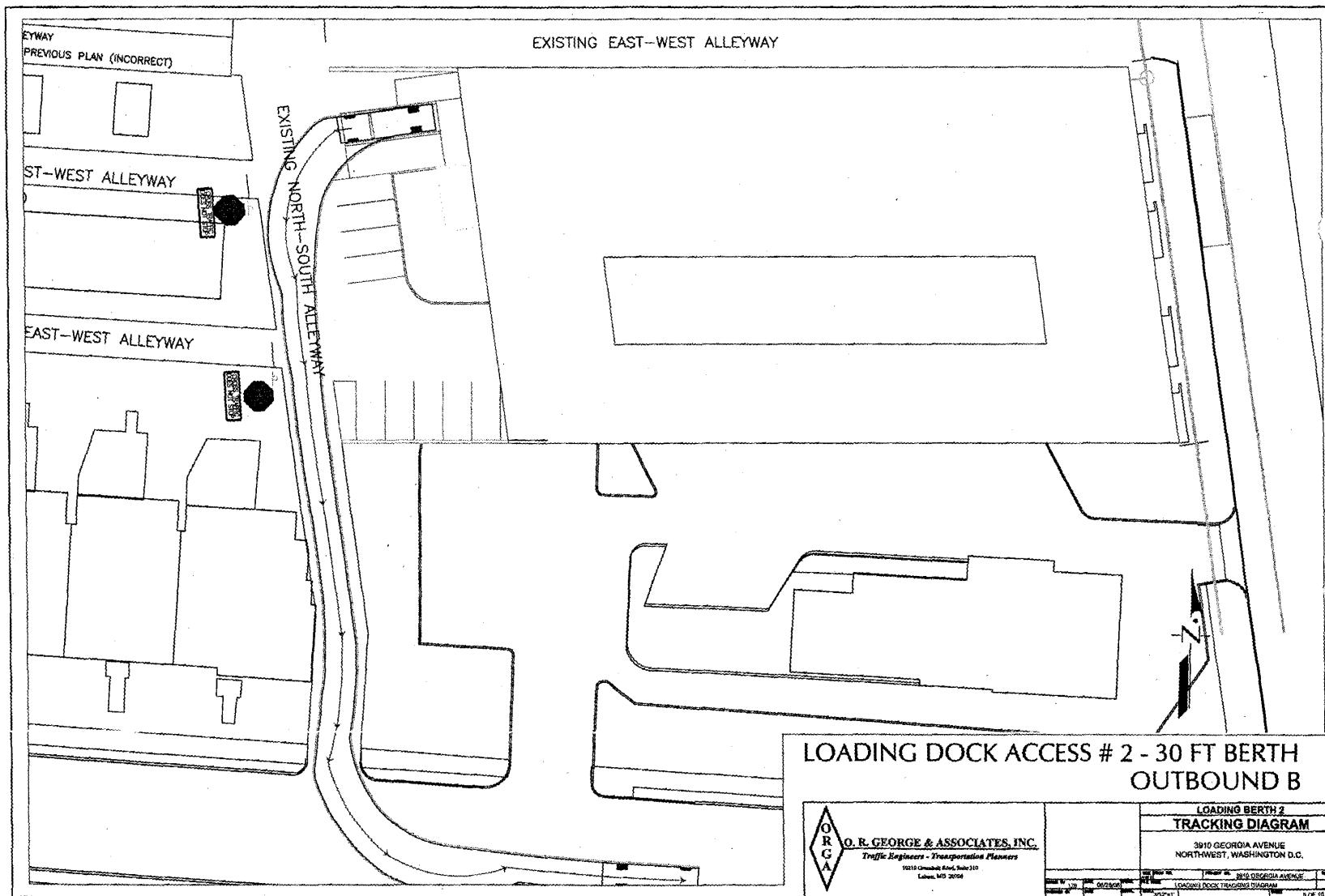
O. R. GEORGE & ASSOCIATES, INC.
Traffic Engineers - Transportation Planners

10110 Columbia Road, Suite 210
Lanham, MD 20706

LOADING BERTH 2
TRACKING DIAGRAM

3910 GEORGIA AVENUE
NORTHWEST, WASHINGTON D.C.

Page No.	Printed On	Printed At
1	3910 Georgia Avenue	3910 Georgia Avenue
2	LOADING DOCK TRACKING DIAGRAM	3910 Georgia Avenue



O.R. GEORGE & ASSOCIATES, INC.
Traffic Engineers - Transportation Planners

10110 Grosvenor Park, Suite 310
Lanham, MD 20706

LOADING BERTH 2
TRACKING DIAGRAM

3910 GEORGIA AVENUE
NORTHWEST, WASHINGTON D.C.

Sheet No. 1 of 1
Page No. 2 of 2
Drawing No. 3910 GEORGIA AVENUE
Scale 1:100
Drawing Date: 10/20/04
Prepared by: [Signature]
Reviewed by: [Signature]
Approved by: [Signature]

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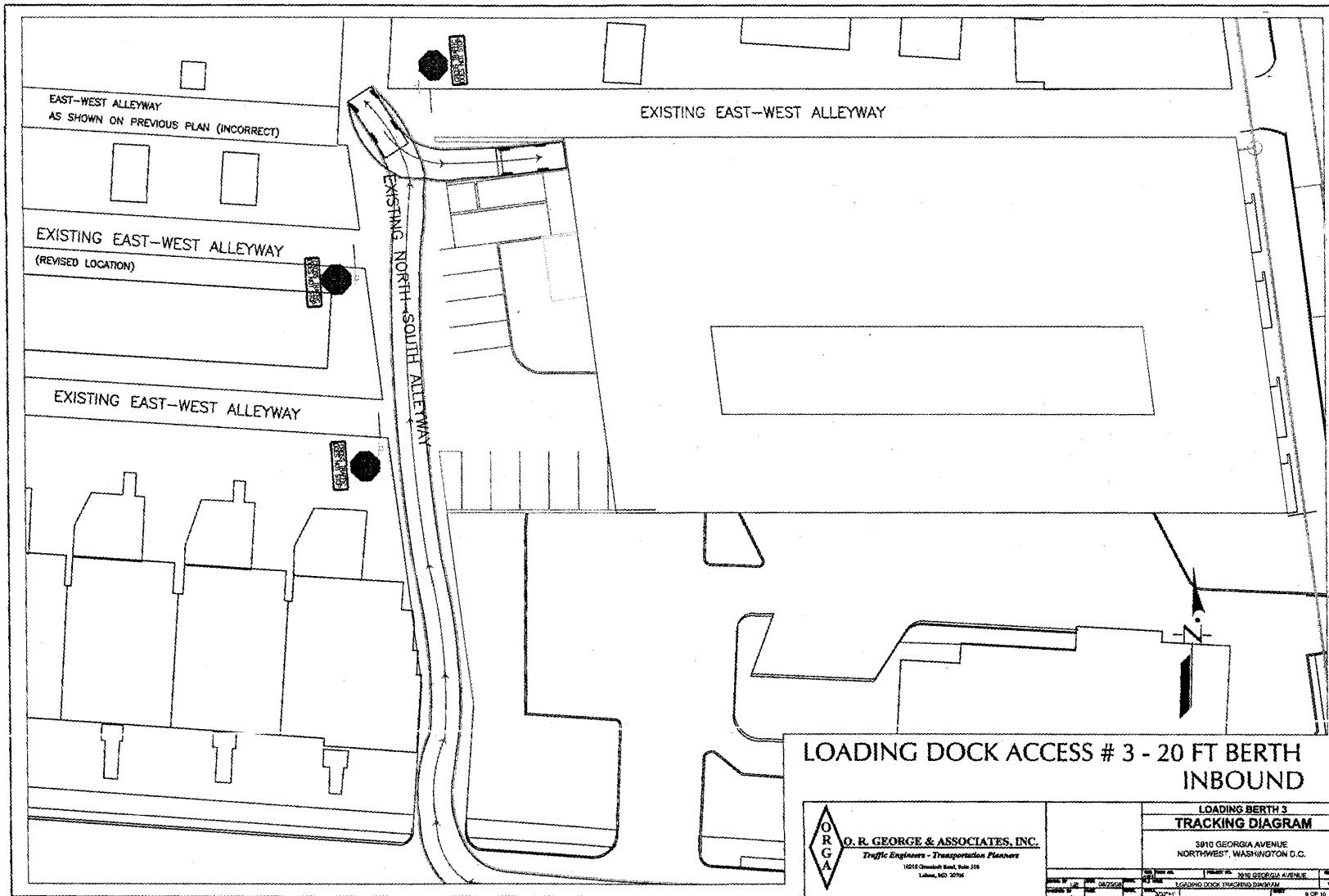
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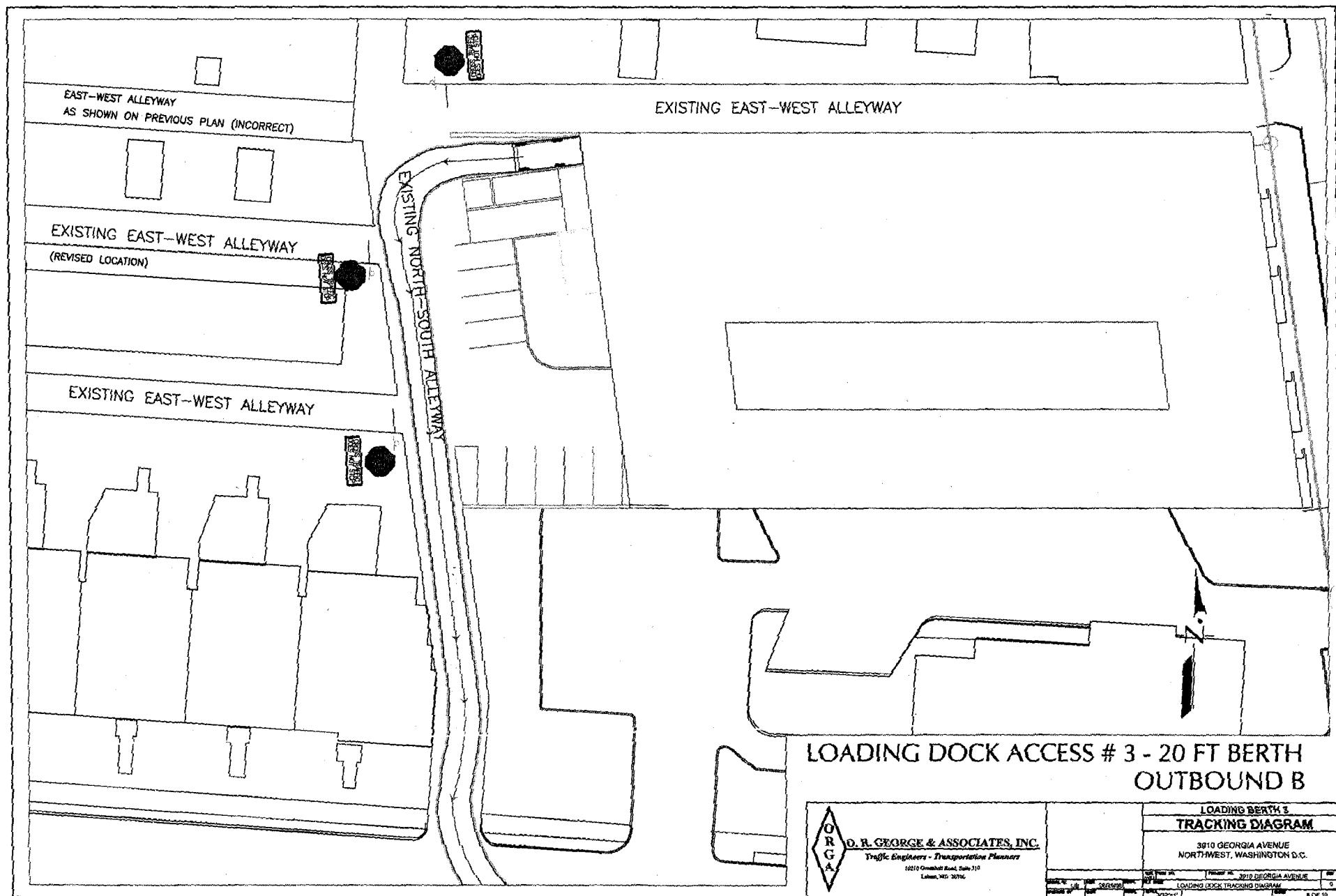
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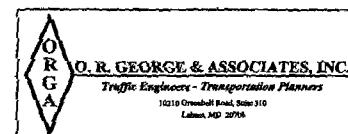
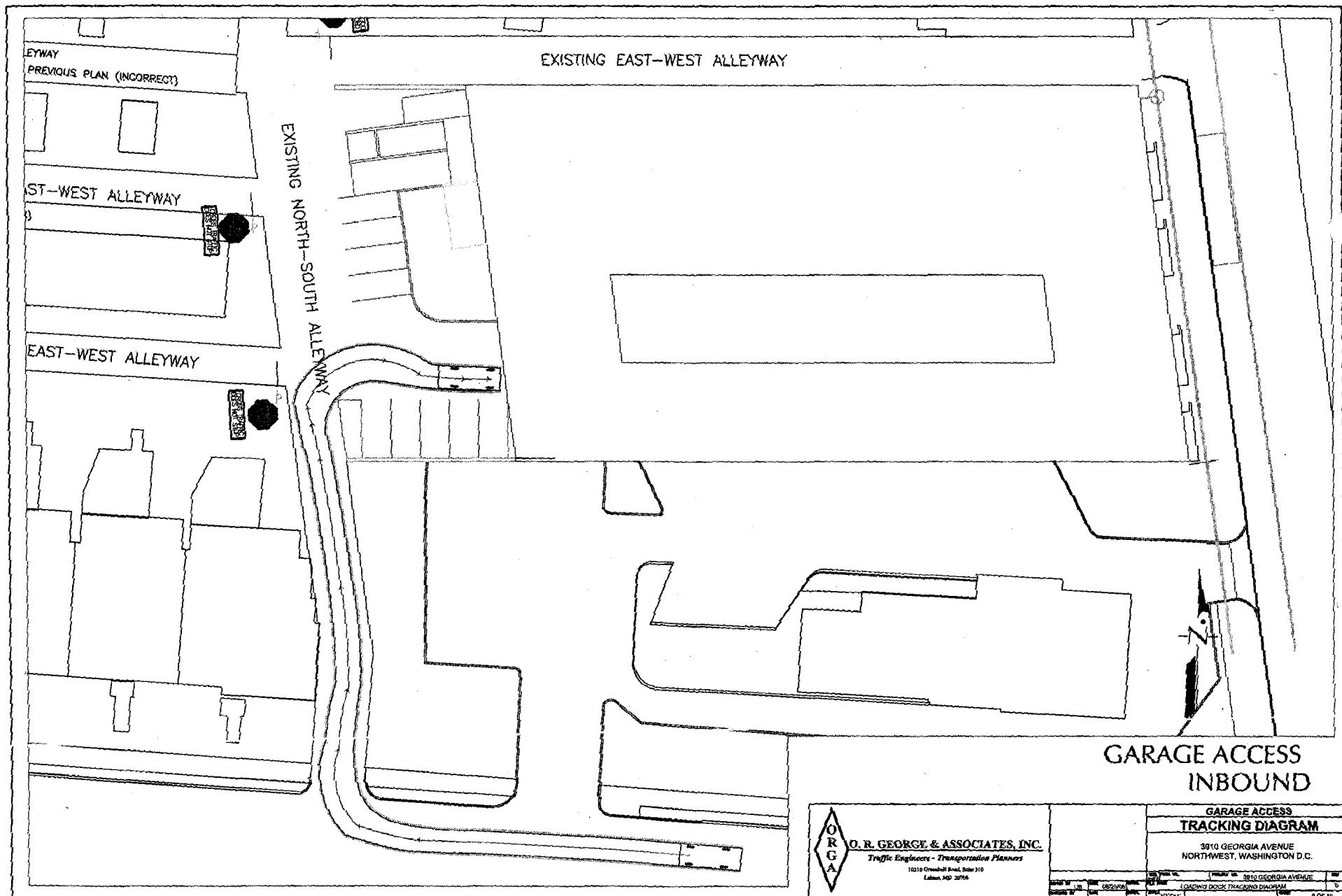
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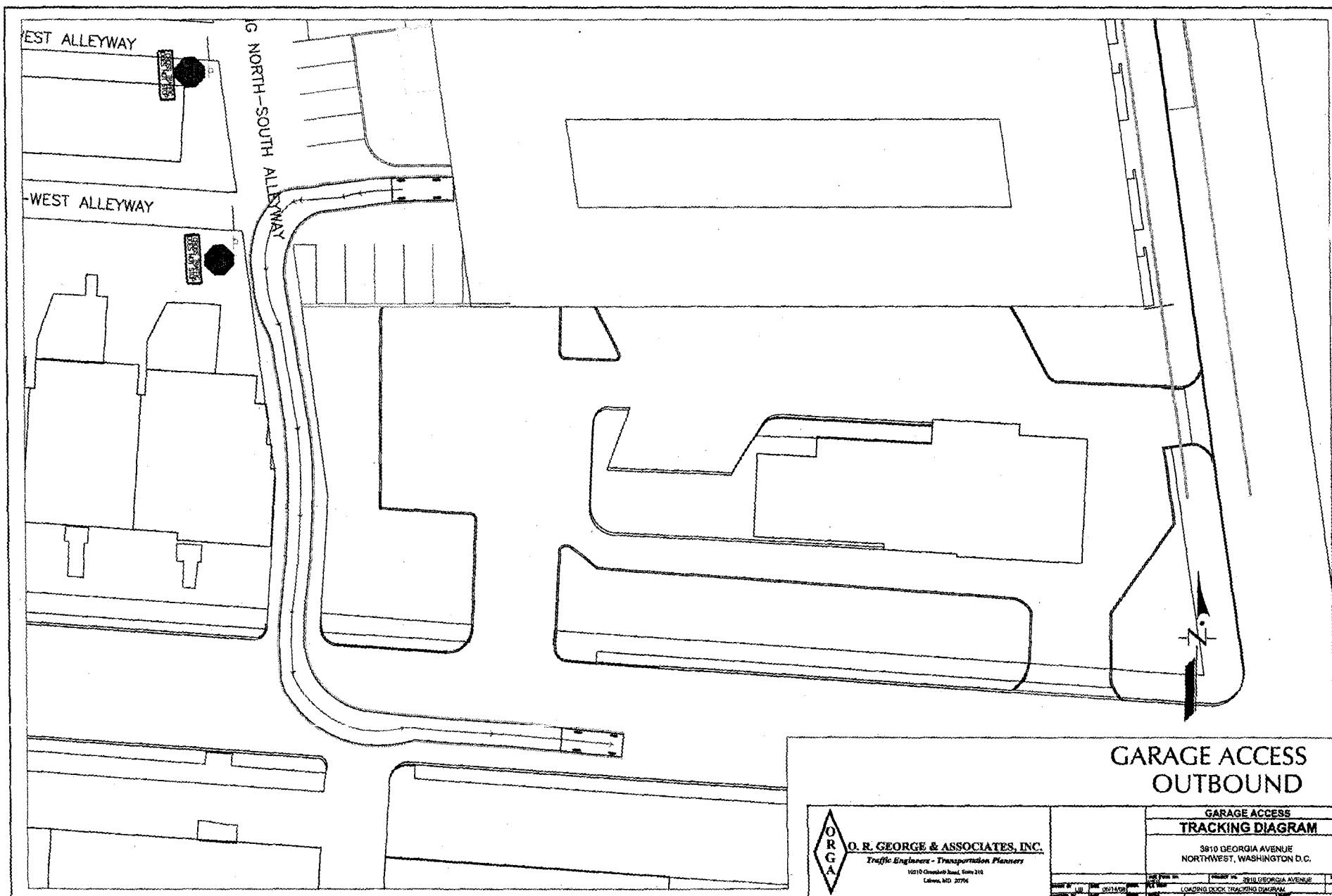
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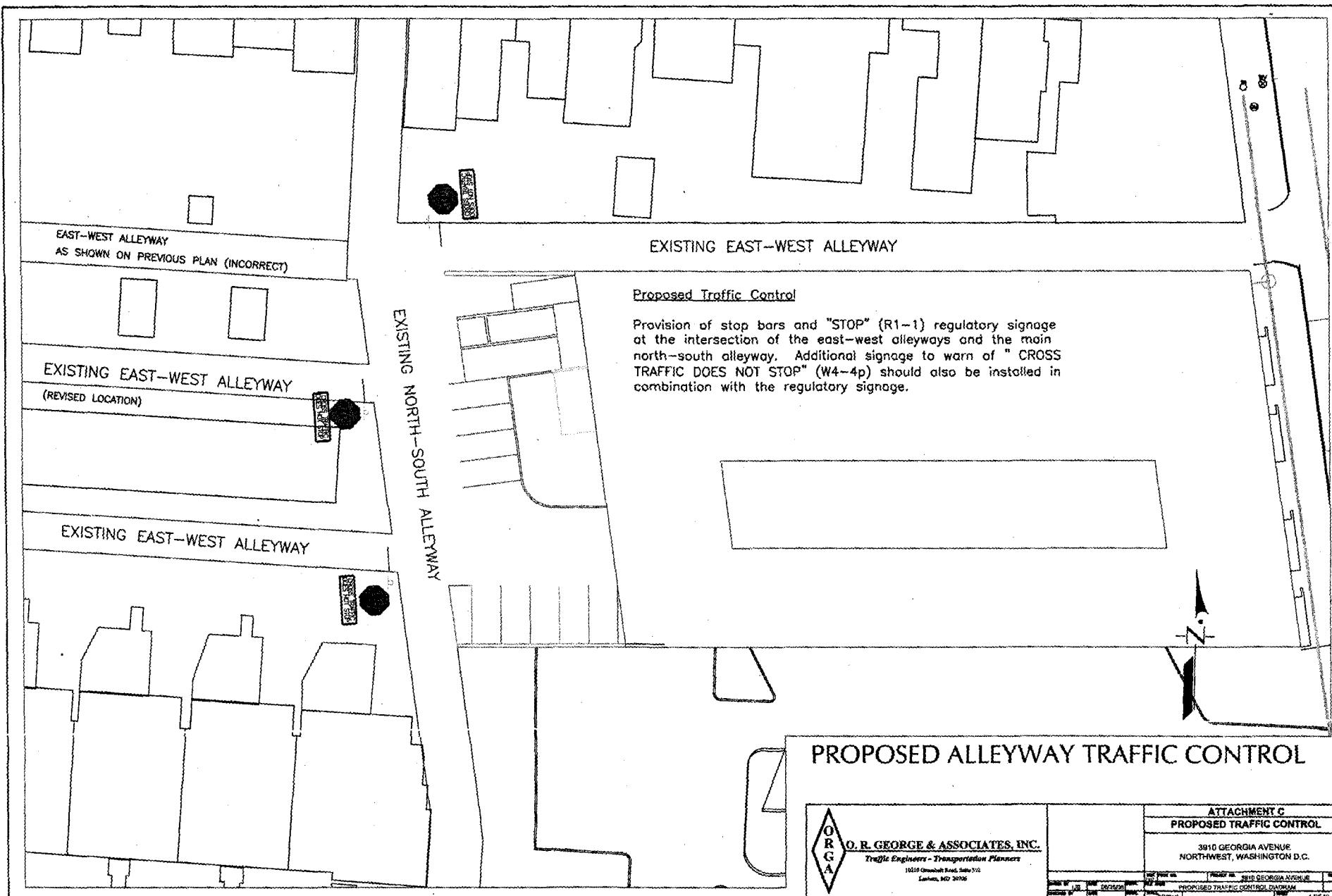
PROJECT NO.	DATE	DESCRIPTION	STATUS
3910 GA	08/20/04	LOADING DOCK TRACKING DIAGRAM	0 OF 10



ATTACHMENT

C

PROPOSED TRAFFIC CONTROL
MEASURES – ADJACENT ALLEYWAY
SYSTEM



Construction Management Plan

DEVELOPMENT AND CONSTRUCTION MANAGEMENT PLAN

3910 Georgia Avenue Associates Limited Partnership I and 3910 Georgia Avenue Limited Partnership II, (collectively, the "Applicant"), as Applicant in a consolidated planned unit development case before the Zoning Commission, seeks to mitigate adverse impacts on the surrounding neighborhood during the period of constructing its proposed residential and commercial project and resulting from construction activity related to the Applicant's plans to construct a mixed use residential and retail/service development consisting of 130 residential units in Square 2906, Lot 91 (the "Project") by agreeing to the following:

1. Communication.

- a. Applicant's Representative. The Applicant shall designate a representative to be the key contact during the period of construction of the Project for the interaction with Advisory Neighborhood Commission 4C and residents within 200 feet of the development site.

The Representative will have a local office and will be accessible during all business hours. At any time construction activity is occurring on the Applicant's property, the Representative or his/her designee shall be available on-site or by telephone to receive complaints or other communications from the surrounding community through their designated contact person. The name and work telephone number of the Representative or his/her appointed designee shall be conspicuously posted on the Applicant's property and shall be readily available to the community's designated contact person. In addition, a name and telephone number of a person designated by the Applicant to contact in case of emergency during hours in which no construction activity is occurring shall be readily available to the community's designated contact person.

- b. Duties of the Applicant's Representative. The Representative and his/her designee will be able to answer questions and receive comments about the site activities, address any concerns members of the community might have throughout the construction process, and have authority to remedy promptly violations of this Development and Construction Management Plan and enforce its provisions. The Representative, designee and emergency contact shall:

- i. receive notice of violations of this Development and Construction Management Plan;
- ii. respond as soon as possible, to the person who has reported the violation, and to the Contact Person (described below);
- iii. act to remedy the violation as soon as possible; and
- iv. contact ANC 4C and residents within 200 feet of the development site and relate the complaint, remedy and time frame for resolution of the problem.

c. Resume Bank. The Applicant and the Applicant's Representative will maintain a resume bank on-site during the construction period for members of the community to submit resumes for potential employment on this Project and future projects of the Applicant in the District of Columbia and surrounding jurisdictions.

The Applicant will submit all Requests for Applications and employment opportunities to ANC 4C for posting on its website. Preference will be given to qualified applicants who are residents within the jurisdiction of ANC 4C.

The Applicant encourages the submission of resumes of architects, engineers, project managers, marketing, public relations, community relations, and real estate professionals, in addition to applications for tradespersons and construction workers.

d. Neighborhood Contact Person. The Applicant will work with representatives of the Advisory Neighborhood Commission 4C, and residents within 200 feet of the development site to designate a single contact person ("Contact Person"), who may change from time to time, to represent the surrounding community. The initial Contact Person will be determined prior to the start of construction activity on the Applicant's property. The Contact Person will receive and disseminate information from the Applicant to the community. The Applicant shall provide to the Contact Person, and keep updated, the names of and pertinent information about the Representative, the designee and emergency contact, including their home phone numbers and beeper numbers, as appropriate. The Applicant shall also work with the Contact Person to establish a listserv or weblog as a means of maintaining contact with the surrounding community.

2. Construction. The Applicant shall require that all their personnel and vendors, including supply and service vendors, will comply with all applicable District of Columbia Municipal Regulations applicable to hours of work, noise, dirt, trash, and public health and safety. The following is a discussion of construction-related issues and shall be binding on the Applicant, its subcontractors and any successors and/or assigns of the Applicant.

a. Permits. The Applicant will secure all permits that are required to complete the Project. All plans and permits will be on-site as required under the D.C. Construction Code.

b. Site Management.

i. The Applicant will erect and maintain construction fencing and barricades in order to screen and secure the site during the construction process. The Applicant and its contractors will work with community members and the Department of Consumer and Regulatory Affairs to maintain temporary storm water management systems throughout the Project's construction until such time as the permanent facilities are constructed, approved and

functioning such that there shall be no adverse water impacts on the adjacent neighborhood.

- ii. A minimum amount of lighting, directed away from residential properties, will be provided at the Applicant's property at night. These lights will be sufficient to provide necessary security and to comply with federal and municipal safety standards.
- iii. Subject to District of Columbia approval, the Applicant will attempt to locate any construction trailer(s) on the Applicant's property so as to minimize impacts on adjacent neighbors. If such approval is not granted, such trailer(s) will be located to minimize neighborhood impacts.

c. Cleanliness. The Applicant will remove rubbish and construction debris continuously during the construction period during the normal construction workday and during periods of weekend construction work. In addition, the Applicant will monitor and police the construction site daily or more often as required to ensure cleanliness. The Applicant will also undertake a program of pest control to ensure that no increase in pest activity occurs during the construction period. All excavation or back fill trucks will be covered before proceeding from the Applicant's property onto city streets. Dust and debris will be removed from the Applicant's property on an as needed basis. Portable latrines will be located on the Applicant's property to minimize impacts upon adjacent properties. Finally, the Applicant will use its best efforts to minimize dust on neighboring properties; in the event, the construction increases dust on adjacent properties, the Applicant will establish a program to ensure the properties are professionally cleaned, including washing the windows of the houses and cars.

d. Work Hours.

- i. The normal construction work week will be Monday through Friday from 7:00 a.m. until 7:00 p.m., and Saturday and Sunday (with the appropriate permits) from 8:00 a.m. until 4:00 p.m. All trucks for delivery of materials, construction or otherwise, will arrive, depart and operate on the Applicant's property only during the foregoing hours. Based on previous experience, the Applicant anticipates that the majority of its employees will complete their work day by 3:00 p.m.
- ii. The Applicant will make good faith efforts to limit work that is likely to disturb the residents of the adjacent neighborhoods to weekdays, except where limitations on work during the week require work on Saturdays to meet the requirements of construction teams for a 40 hour work week.
- iii. The Applicant will not permit any activity on the Applicant's property that requires the movement of heavy vehicle traffic or other significant traffic, to or from, the Applicant's property or which generates sound levels in excess of sixty decibels (60 db) or otherwise is likely to significantly

disturb the residents of the adjacent neighborhoods prior to 7:00 AM or after 6:30 PM on weekdays and prior to 9:00 AM or after 4:00 PM on weekends.

e. **Contractors and Subcontractors.** The Applicant will require that all contractors and subcontractors be contractually required to follow the terms of, and comply with, the policies set forth in this Development and Construction Management Plan. The Applicant will also require that all contractors and subcontractors use only licensed vehicles and drivers and that they comply with all DC traffic laws and regulations.

f. **Traffic, Loading, and Parking.**

- i. Truck queuing and routing will be worked out with the DC Department of Transportation and adjacent property owners.
- ii. The Applicant will use its best efforts to ensure that construction-related traffic will not impede rush hour traffic on Georgia Avenue, N.W. A flag person will be assigned to expedite movement of construction related traffic, if any consistent traffic backups occur on Georgia Avenue, N.W.

g. **Protection of Neighboring Properties.**

- i. The Applicant will execute underpinning agreements, where appropriate, with neighboring property owners to ensure the protection of the foundation of adjacent properties.
- ii. The Applicant will undertake at its own expense and at the request of the property owner, a video survey of those houses within 200 feet of the project site prior to commencement of construction to document the state of neighboring houses prior to construction. The Applicant will undertake at its own expense, a subsequent video survey of the same houses upon completion of construction to document any impact the construction had on the houses.
- iii. The Applicant, its agent(s) or its contractor(s), shall procure, or cause to be procured, and maintain, at its own cost, commercial general liability insurance covering the construction work on the project site. Such insurance shall have a limit of not less than \$5,000,000 for injury or death to one or more persons in any one casualty or occurrence and with property damage coverage of at least \$5,000,000. On or before the commencement of such work, the Applicant shall deliver to property owners within 200 feet a certificate of such insurance.

First Source Agreement with DOES

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

RECEIVED MAY 16 2006



Patrick P. Jenkins
Jair Lynch Company
1508 U Street, N. W.
Washington, DC 20009

MAY 12 2006

Dear Mr. Jenkins:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and 3910 Georgia Ave. Associates I & II.

Under the terms of this Agreement, you and your subcontractors are required to use DOES as your first source to fill all new jobs created as a result of the 3910 Georgia Commons project. In addition, at least 51% of the newly created jobs must be filled by D.C. residents, as well as, at least 51% apprentices and trainees must be District residents.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. VOS is an advanced web-based workforce development system, which allows employers to place job orders and search for applicants by skill-set or position. The system also accommodates the employer looking for specific industrial and economic data and has a series of Internet links to a variety of issues and topics of interest to employers. Should you need assistance in posting your job vacancies, please contact Job Bank at (202) 698-6001.

Also, enclosed is a Contract Compliance Form, which must be completed and submitted by you and your subcontractors each month. This form collects data on all new hires employed on the project. A DOES contract monitor will compare the information you provide on this form with your actual employment and payroll records. If you have any questions regarding the Contract Compliance Form, please contact Shirley McKoy at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Susan O. Gilbert

Susan O. Gilbert
Associate Director
Office of Employer Services

Enclosure

FIRST SOURCE EMPLOYMENT AGREEMENT**RECEIVED**

Contract Number: _____

Contract Amount: _____

Project Name: 3910 Georgia COMMONSProject Address: 3910 Georgia Ave. NW Ward: 4Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source Employment Agreement, in accordance with D. C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, hereinafter referred to as DOES, and 3910 Georgia Ave. Associates I & II, hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral, and placement of new hires or employees for the new jobs created by this project and will hire 51% District of Columbia residents for all new jobs created, as well, as 51% of apprentices employed in connection with the project shall be 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, 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.

- 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.
- H. For purposes of this Agreement, apprentices as defined in D.C. Law 2-156, as amended, 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, let 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. 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 set forth in Section II.A. must be given to DOES at least five (5) 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, and social security numbers of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the project.

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 five (5) 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 EMPLOYER will still be required to hire 51% District residents for the new jobs created by the project.
- D. After the EMPLOYER has selected its employees, DOES will not be responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

V. TRAINING

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

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the 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.

VII. 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise, the EMPLOYER as a condition of transfer shall:
 - 1. Notify the party taking possession of the existence of the EMPLOYER'S Agreement.
 - 2. Notify the party taking possession that full compliance with this Agreement is required in order to avoid termination of the project.

3. EMPLOYER shall, additionally, advise DOES within seven (7) business/calendar days of the transfer. This advice will include the name of the party taking possession and the name and telephone of that party's representative.
- B. DOES 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 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 payment from the District, the EMPLOYER shall:
 1. Document in a report to the Contracting Officer its compliance with the requirement that 51% of the new employees hired by the project be District residents; or
 2. Submit a request to the Contracting Officer for a waiver of compliance with the requirement that 51% of the new employees hired by the project be District residents and include the following documentations:
 - 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 Contracting Officer may waive the requirement that 51% of the new employees hired by the project be District residents, if the Contracting 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, Manasas, Manasas 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 First Source Employment Agreement by the EMPLOYER, or failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the Contracting 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 with 50 or less employees 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.

IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)?
 YES NO
 If yes, certification number: LSDZR 0325515355

X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
 YES NO
 If yes, D.C. Apprenticeship Council Registration Number: _____

XI. Indicate whether your firm is a subcontractor on this project: YES NO
 If yes, name of prime contractor: _____

Dated this 12 day of May 2004

Susan O. Gilbert
 Signature Dept. of Employment Services

Signature of Employer

Jair Lynch Companies / 3910 Georgia Ave
Name of Company / associates I & II

1508 U St. NW 20009
 Address

(202) 462-1092
 Telephone

jrw @ airlynch.com
 E-mail

EMPLOYMENT PLAN

NAME OF FIRM Jair Lynch / 3910 Georgia Ave Associates I & IIADDRESS 1508 1/2 st. NW Washington, DC 20009TELEPHONE NUMBER 202-462-1092 FEDERAL IDENTIFICATION NO. 1092CONTACT PERSON Gilberto Cardenas TITLE SENIOR PME-mail: GCF@JairLynch.com TYPE OF BUSINESS: 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					
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					

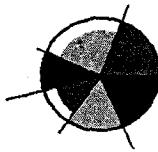
CURRENT EMPLOYEES: Please list the names and social security numbers of all current employees including apprentices and trainees who will be employed on the project. Attach additional sheets as needed.

NAME OF EMPLOYEE	SOCIAL SECURITY NUMBER or EMPLOYEE IDENTIFICATION NUMBER
Guillermo GARDENAS	
Kizzy L. Gomes	
Patrick JENKINS	
Don TUCKER	

* SS# can be sent via postal service upon request

Revised 07/05

Memorandum of Understanding with DSLBD



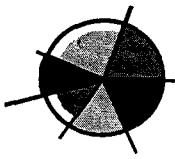
THE JAIR LYNCH COMPANIES
REAL ESTATE DEVELOPMENT SERVICES

MEMORANDUM OF UNDERSTANDING

Between **THE DISTRICT OF COLUMBIA**
DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT
And
3910 GEORGIA AVENUE ASSOCIATES LPI & II

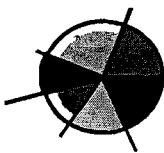
3910 Georgia Avenue Associates (the “Developer”), in accordance with **D.C. Law 1-95** (as amended), **D.C. Code Section 2-215.03 et seq.** (2001 Ed.) and **2-217.01 et seq.** (2001 Ed.), the statutes regarding **“Equal Opportunity for Local, Small and Disadvantaged Business Enterprises** and in consideration of a Land Disposition and Development Agreement dated, **October 7, 2005** (the “LDA”), between the **DISTRICT OF COLUMBIA**, a municipal corporation c/o the RLA Revitalization Corporation (the “Corporation”), with offices at 1801 K Street, N.W., Suite 1200, Washington, D.C. 20006 and **3910 Georgia Avenue Associates Limited Partnership I & II**, a District of Columbia limited liability company with offices located at 1508 U Street, N.W. Washington, D.C. 20009 (the “Developer”), for a mixed-use development of a property and/or land located at 3910-12 Georgia Avenue NW Washington DC 20011, and known as **3910 Georgia Avenue Commons**, in Square 848 & 849, Lot 2906, consisting of 78,945 square foot of rental residential units, 19,500 square foot of retail and approximately 101 underground parking, in the Georgia-Petworth Community in Ward 4 (the “Project Site”), 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 **3910 Georgia Avenue Commons**’s, adjusted redevelopment budget in the amount of **\$20.7 million** (the “35% Goal”). The 35% Goal in the amount of **\$7.2 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 District of Columbia and the Developer entered into a Land Disposition Agreement dated, **October 7, 2005** (the “LDA”). The Developer agrees to develop a master plan inclusive of LSDBEs for the development 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 LDA) 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 **\$20.7 million**, or 35% of the adjusted development budget in the amount of **\$7.2 million**:

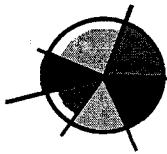
- B. The **Developer** shall utilize the resources of the Department of Small and Local Business Development ("DSLBD"), including the Local Business Opportunity Commission's Directory of Certified Local, Small and Disadvantaged Business Enterprises, and periodic updates, as the primary referral sources 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 after the recordation of the LDA, 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.

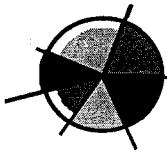
The **Developer** shall take responsibility for training the General Contractor and any subcontractors to ensure that they understand the economic development commitments made by the **Developer** to certified Local, Small and Disadvantaged Business Enterprises.

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 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.

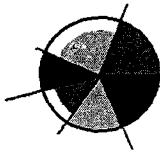
- K. The **Developer** will publish, at a reasonable time period prior to any bid opening henceforth, a public notice in a newspaper of general circulation in the District of Columbia and in one or more other newspapers serving the District of Columbia local business community, to inform the business 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 DSLBD 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 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 DSLBD shall meet and discuss the possibilities for adjusting goals and strategies to extend the time of performance based on facts and circumstances.



THE JAIR LYNCH COMPANIES
REAL ESTATE DEVELOPMENT SERVICES

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

DATE _____ THIS DAY _____ OF 2008 _____

**DEPARTMENT OF SMALL AND LOCAL
BUSINESS DEVELOPMENT**

**3910 GEORGIA AVE
ASSOCIATES LPI & II**

BY: _____

**Moses Animashuan
Compliance Specialist**

BY: _____

**JAIR K. LYNCH
Authorized Representative**

Contact Information:

Department of Small 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

RLA Revitalization Corporation
1801 K Street, N.W., Suite 1200
NW, Washington, DC 20006
Attn: General Counsel
Ph.: (202) 530-5750
Fax: (202) 530-5790

Revised Architectural Plans



