

CONSTRUCTION MANAGEMENT AGREEMENT

This CONSTRUCTION MANAGEMENT AGREEMENT (this “**Agreement**”) is made at this 27th day of JUNE 2023, by and between United General Contractors, Owner of 4915 Quarles Street NE, and Deanwood Citizens Association (“**DCA**”) for themselves, and for their successors and assigns having met on Monday 24 April 2023.

RECITALS:

Recital No. 1. United General Contractors plans to the construction of a 36-unit market-rate apartment building at 4915 Quarles Street NE, herein known as the Project.

Recital No. 2. United General Contractors desires to mitigate the potential adverse impact if any, on the community which may result directly from construction activity related to the Project, and to provide assurances to **DCA** and **ANC** regarding such construction activity.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. **Hiring.** Owner commits to best efforts at sourcing and hiring local Deanwood and/or Ward 7 contractors and laborers to perform contracting services on this Project on a competitive basis. Additionally, Owner will report three (3) months after start of construction of the Project to the DCA Economic Development Committee if the Owner has sourced or hired Deanwood/Ward 7 contractors and laborers. A list of recommended local sourced businesses has been attached to this document, refer to Appendix A “List of Deanwood/Ward 7 Contractors”.

2. Construction Updates to the DCA. The Owner commits to provide quarterly project updates to the DCA Economic Development Committee starting the third (3) month after the official published project start date as permitted by the D.C Department of Buildings or related DC authorities/agencies such as DLCP, DC Office of Zoning as it pertains to construction start date.
3. Site Security. The Owner commits to providing outdoor security lighting at night, cameras, designed to reduce and deter crime and disorder at the construction site afterhours.
4. Cleanliness of the Construction Area. The Owner commits to maintaining the cleanliness of the project site. This includes activities such as:
 - regular trash and debris pickup
 - moderate maintenance projects
 - rodent remediation/management
 - Closing dumpster lids when not in use. Ensuring food and food packaging are not disposed of in open top containers, but rather in bags in a dumpster with a tight fitting lid.
 - Hiring a professional rodent control contractor before construction begins
 - Place and secure bait stations strategically such as in corners of work sites, near trailers and lunch break areas, in storage areas and near sensitive abutters.
 - and abiding to the laws of District of Columbia Department of Buildings codes and regulations such as construction time periods allowed.

5. Environmental Impact. The Owner understands the Project site is next to the Nash Run stream that in 2016 was part of a DC Department of Energy and Environment restoration project to:

-Reduce streambank erosion and channel bed incision to provide long-term stream stability and downstream water quality benefits.

-Restore half an acre of wetland

-Reduce trash from entering the stream system

-Improve in-stream and riparian habitat conditions

This stream runs is a tributary to the Anacostia River via the Nash Run Watershed. To this effect, the owner has committed to one surface parking lot that includes 7 parking spaces behind the development. Furthermore, per mutually acknowledgement and understanding, the Owner will strive to applicant to cooperate and collaborate with other stakeholders in the protection of the underground stream and be a responsible environmental steward of the restored Nash Run stream. This article in no way binds the firm to incur regulatory burdens before, during and post-development, nor is it the intent of the DCA.

6. Point of Contact. The Owner shall provide a Point of Contact for neighborhood outreach and streamline communication.

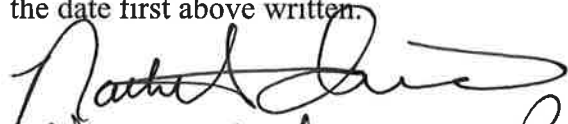
7. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and no party is liable to the other or bound in any manner by express or implied warranties, guarantees, promises, statements or representations pertaining to the subject matter

hereof unless such warranties, guarantees, promises, statements, or representations are expressly and specifically set forth herein.

8. Counterparts. This Agreement may be executed simultaneously in any number of counterparts by original or facsimile signature, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

9. Binding on Successors and Assigns. This Agreement shall be binding upon the **DCA** and **Owner**. This Agreement shall also be binding upon any successor entity to the **Owner** up until the completion of construction and opening of the proposed building.

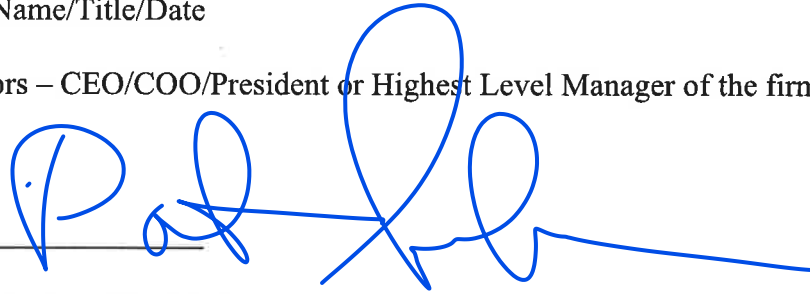
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.


Nathaniel Lewis, President

Signature and Print Full Name/Title/Date

United General Contractors – CEO/COO/President or Highest Level Manager of the firm

Patricia Stamper -




Deanwood Citizens Association - President

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