UNIFIED COMMUNICATIONS CENTER
DISTRICT OF COLUMBIA

LETTER OF TRANSMITTAL

TRANSMITTAL NO: T-029

01-36

TO: Alberto Bastida
COMPANY: **Office of Zoning**
DATE: June 26, 2002

FROM: Lecker, John
COMPANY: **OCTO**
VIA: Hand Delivery

SUBJECT: Supplemental Zoning Submission

1 Supplemental Planned Unit Development Information Submission – Dated June 25, 2002 Volume 1 & 2
10 copies (black&white)

GOVERNMENT OF THE DISTRICT OF COLUMBIA
2002 JUN 26 PM 4:16

THESE ARE TRANSMITTED AS CHECKED BELOW:

For Approval and/or Correction
As Per Your Request

For Your Use
For Your Information

REMARKS:

SIGNED: FOR Lecker, John

If you have any questions or did not receive the complete list of deliverables, please call 202-912-8066

OFFICE OF THE CHIEF TECHNOLOGY OFFICER
UCC PROJECT OFFICE
1111 19th Street, Suite 680
Washington, DC 20036
Phone: 202-912-8000
Fax: 202-912-8046

COPY TO: C-100-350

ZONING COMMISSION
District of Columbia
Case 01-36
Exhibit 50

ZONING COMMISSION
District of Columbia
CASE NO.01-36C
EXHIBIT NO.50

SUPPLEMENTAL PLANNED UNIT DEVELOPMENT
INFORMATION SUBMISSION

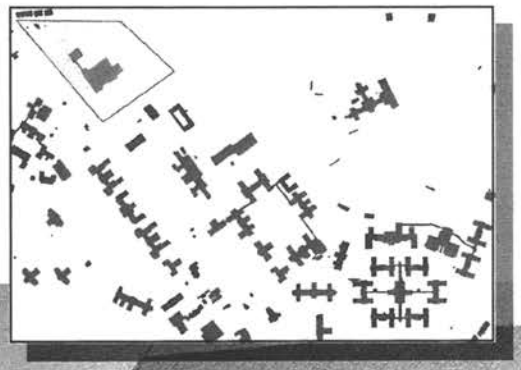
UNIFIED COMMUNICATIONS CENTER
DISTRICT OF COLUMBIA

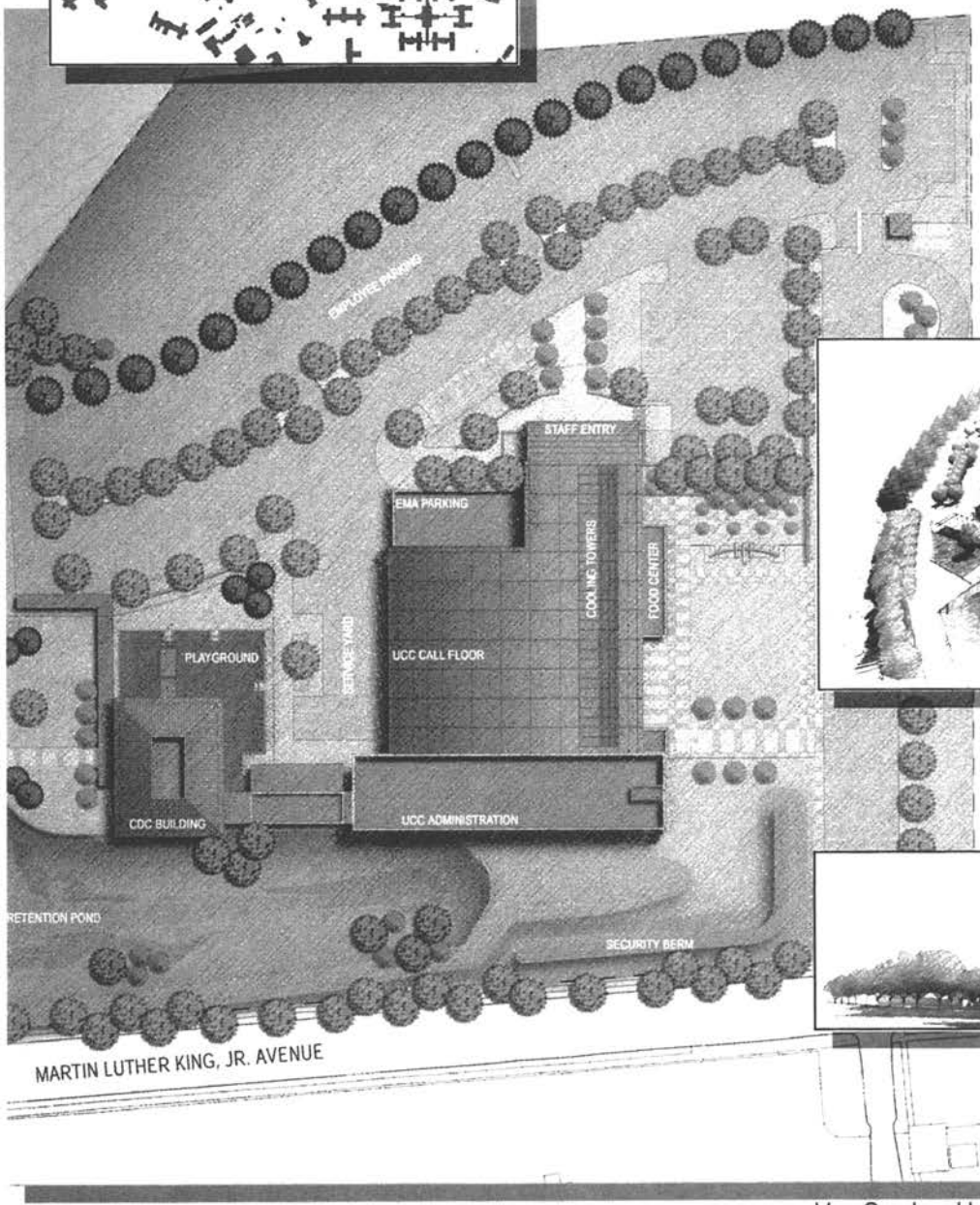
PREPARED FOR:
ZONING COMMISSION
CASE NO. 01-36C

SUBMITTED BY:

OFFICE OF THE CHIEF TECHNOLOGY OFFICER

RECEIVED
D.C. OFFICE OF ZONING
2002 JUN 26 PM 4:16







UCC RENDERING- AERIAL VIEW



UCC RENDERING- ENTRY VIEW

VOLUME 2 OF 2

25 JUNE 2002

SIGNED LSDBE MOU



MEMORANDUM OF UNDERSTANDING

The Office of the Chief Technology Officer of the Government of the District of Columbia ("OCTO"), in accordance with D.C. Law 1-95 (as amended) D.C. Code Section 2-215.03 et seq (2001 Ed.), and in reference to the District of Columbia UCC Omnibus Contract, Agreement No. DCFRA #00-C-017 dated April 2001 ("the Contract"), namely the development of a Unified Communications Center on Lot 1 Square S5868 ("the Project"), on the St. Elizabeths east campus, does hereby commit to make a bona fide, good faith effort to utilize local, small and disadvantaged business enterprises certified by the D.C. Local Business Opportunity Commission ("LSDBE's") in order to achieve, at a minimum, the goal of thirty-five percent (35%) LSDBE participation (the "35% Goal.") Although this Goal is not applicable to the Contract Value as a whole, it is to be applied as applicable to the pre-construction, construction, technical systems implementation and integration activities for the Project as result of the Contract. OCTO will use its best efforts to meet this Goal according to the following provisions.

A. OCTO will strive to utilize the resources of the Office of Local Business Development ("OLBD"), including the OLBD Directory of Certified Local, Small and Disadvantaged Business Enterprises, and periodic updates, as the primary referral sources for LSDBE's. The primary contact for such referrals shall be the Director of the Office of Local Business Development ("the Director") or the Director's appointee.

B. OCTO will strive to utilize other sources for the identification of qualified LSDBE firms, or firms "qualifiable" for the LSDBE program, as a part of the Outreach efforts related to this agreement and in order to provide opportunities for the development of viable local, small, and disadvantaged business enterprises.

C. OCTO shall make a good-faith effort to meet with OLBD officials periodically during the performance period of the Contract to explore, develop, and document ways for achieving the 35% Goal.

D. OCTO agrees to make a continuing bona fide effort to utilize LSDBE's for goods and services as may be required by OCTO to conduct its daily operations and understands that such efforts will accrue toward the 35% Goal.

E. OCTO has required its prime contractor, TRW Incorporated, to submit a Local Business Plan (Attachment A) in accordance with the terms of the Contract, which plan shall be incorporated in and made a part of this Agreement as a reference. The Local Business Plan sets forth the plans, ways and means by which the prime contractor will strive to meet the 35% Goal, and further define related efforts to ensure community benefit as a result of the Project. For purposes of this Agreement, a bona fide effort shall consist of best-effort support and best-effort adherence to all applicable programs, initiatives, and procedures, set forth in the Local Business Plan.

F. On or about thirty (30) days following OCTO approval of each construction-related Bid Package for the Project, the prime contractor will submit to OCTO and 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 for that Bid Package. This plan should indicate whether any items will be bid without restriction in the open market, or limited to LSDBE's 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 LSDBE's. However, OCTO agrees to make a bona fide, good-faith effort to achieve the 35% Goal over the life of the project.

H. OCTO further agrees to submit bimonthly Certified LSDBE contracting and subcontracting reports to OLBD; the report periods shall begin on the first month after execution of this agreement. The Monthly report shall be submitted on a form provided by OLBD (Attachment B). The reports should include detailed documentation of outreach efforts to LSDBE's in order to determine bona fide efforts. The reports will be submitted when the project is in the bidding stage of the development.

I. OCTO agrees to meet every other month or quarterly with OLBD staff on a mutually agreeable schedule to discuss LSDBE participation on the project.

J. In the event that there are no LSDBE's in the District of Columbia which manufacture, construct, distribute, install, or otherwise cost effectively supply the goods and services required to design, develop, construct, renovate and/or maintain the Project, OCTO agrees to make bona fide, good-faith efforts to achieve the 35% Goal through a broad scale approach to contracts with other local, small and business enterprises certified or certifiable by the District. OCTO shall document such findings to the OLBD upon such determination

K. OCTO further agrees to include in the terms of its sub-contract agreements, language which requires the sub-contractor to make a similar good faith effort to achieve the 35% Goal, or some goal which contributes to and results in the 35% Goal for the Project, in (1) its own contracting with respect to the Project and (2) engaging subcontractors to perform work on the Project.

L. OCTO will publish, in a timely manner, a public notice in a newspaper of general circulation in the District of Columbia and in one or more other newspapers serving Ward 8 and the District of Columbia local and disadvantaged business community, to inform the business community as a whole of the overall Project, including a general description of projected phases and anticipated time tables.

M. For purposes of this agreement, it is agreed that bona fide, good-faith effort shall further mean that OCTO will use best efforts to include the following requirements in its subcontracts:

1. The subcontractor will publish a public notice in a newspaper of general circulation in the District of Columbia and in one or more other newspapers serving Ward 8 and the District of Columbia local and disadvantaged business community, designed to inform the business community as a whole of specific contracting and subcontracting procurement opportunities. OCTO and the subcontractor shall utilize the various civic associations, ANC's, CDC's, and other Ward 8 community groups, as appropriate to ensure that extensive efforts are undertaken to inform the local community of such opportunities.

2. The subcontractor will publish public notices in a newspaper of general circulation in the District of Columbia and in one or more other newspapers serving Ward 8 and the District of Columbia local and disadvantaged business community, soliciting bids for products or services being sought, and will allow a reasonable time for all bidders to respond to invitations/requests for bids.

3. The subcontractor will contact OLBD to obtain a current listing of all LSDBE's qualified to bid on major procurements as they arise.

4. The subcontractor will negotiate with all bidders pre-qualified by OCTO and the subcontractor, including LSDBE's, to obtain each bidder's best and final price as understood in the marketplace.

5. The subcontractor will not require that LSDBE's provide bonding on contracts with a dollar value less than $50,000, provided that in lieu of bonding the subcontractor may accept a job specific certificate of insurance.

6. The subcontractor 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 the contract shall be a mutually agreed upon mediator or provisions for arbitration in accordance with the rules of the American Arbitration Association.

7. The subcontractor 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 reasonably notify the subcontractor and advise as to the date on which payment can be expected.

N. In order to encourage OCTO to develop creative, cost competitive ways in which to meet its 35% Goal, OLBD will give credit negotiated by the parties for the opening up of opportunities in areas not traditionally provided to LSDBE's and/or expansion of opportunities in existing areas.

O. If at the end of the first reporting month following the execution of this agreement, or at any other time prior to completion of the Project, OCTO is unable to comply with the proposed LSDBE utilization plan for the Project, representatives of OCTO and the Director of OLBD shall confer with a view toward adjusting goals and strategies to extend the time of performance based on facts and circumstances.

DATED THIS 24th **DAY OF** June **, 2002**

BY: _____

NAME: JACQUELYN A. FLOWERS
TITLE: DIRECTOR
AGENCY: OLBD

BY: _____ 6/24/02

NAME: SUZANNE PECK
TITLE: DIRECTOR / CTO
AGENCY: OCTO

SIGNED OCTO COMMUNITY MOU

MEMORANDUM OF UNDERSTANDING

BETWEEN

ADVISORY NEIGHBORHOOD COMMISSIONS 8A AND 8C

AND THE

OFFICE OF THE CHIEF TECHNOLOGY OFFICER

REGARDING

THE ESTABLISHMENT OF EMPLOYMENT OPPORTUNITIES

AND

THE HANDLING OF TOXIC CHEMICAL FLY ASH

LOCATED

ON THE GROUNDS OF ST. ELIZABETH'S (ST. E.) EAST CAMPUS

This Memorandum of Understanding made this 24th day of June, 2002, for the benefit of the residents of Ward 8 and specifically the residents within Advisory Neighborhood Commission 8A and 8C, is entered into by and between the Office of the Chief Technology Officer, hereinafter referred to as "OCTO," and by Advisory Neighborhood Commissions 8A and 8C, hereinafter referred to as "the ANCs."

WHEREAS, OCTO intends to develop the Unified Communications Center (UCC) on the east campus of St. Elizabeths including the consolidation of public safety and non-public safety communications functions of the District of Columbia, as well as the Emergency Management Agency, and the Mayor's Emergency Command Center;

WHEREAS, OCTO has filed a Planned Unit Development (PUD) application with the District of Columbia Zoning Commission seeking approval per the plans and hearing submissions on file with the District of Columbia Office of Zoning, case number 01-36C;

WHEREAS, OCTO intends to ensure that the community experiences tangible benefits as a result of the implementation of the UCC;

WHEREAS, the ANCs desire to ensure that the proposed PUD will provide economic opportunities for those persons who live within Ward 8;

ANC 8A

ANC 8C

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

The Advisory Neighborhood Commission (ANC) along with community members, will accept this MOU in the following areas:

1) OCTO will establish proactive programs to ensure that employment opportunities are made available to Ward 8 residents.

2) OCTO will establish programs and outreach to ensure that UCC contracting opportunities related to the development of the UCC are made available to Ward 8 businesses.

3) OCTO will identify and recommend qualified minority companies or associations to serve as contractor/sub-contractors for the UCC project.

4) OCTO will provide the ANCs with monthly documentation of the present percentage for the goal of achieving the 35% participation of Local, Small, Disadvantaged Business Enterprises (LSDBE) on the UCC project.

5) OCTO will establish strategic partnerships with minority contracting organizations, community development corporations, and other Ward 8 organizations.

6) OCTO will develop and effectively implement comprehensive apprenticeship and intern programs targeted to the Ward 8 community. Specifically, OCTO will:

   a) Create apprenticeship and intern programs targeted for Anacostia, and Ballou Senior High School students, as well as, adult Ward 8 residents;

   b) Earmark at least 6 summer intern positions for students of Anacostia and Ballou High Schools as a designated worksite under the Department of Employment Services (DOES) Summer Youth Employment Program; and

   c) Train at least three (3) Ward 8 adult residents for positions at the UCC.

7) OCTO will provide effective and timely dissemination of project information to the Ward 8 community.

8) OCTO will develop a comprehensive program to address community concerns related to disturbance of the "Fly Ash" located on the proposed development area of the UCC. Specifically:

_____ ANC 8A

_____ ANC 8C

a) If the Fly Ash is found to be a risk to the resident's health, the District will follow all applicable laws and regulations regarding such risks and ensuring the safety of the residents of Ward 8;

b) OCTO will provide a four-week advance notice for any disturbance of fly ash to the ANCs; and

c) OCTO will inform the ANCs, at least on a monthly basis, of daily environmental readings regarding the air quality and any other tests related to the Fly Ash.

9) OCTO will inform the ANCs of the status regarding their work with the Office of Planning and the Department of Mental Health in the St. E. campus planning effort.

10) OCTO will enter into a First Source Agreement with the DC Department of Employment Services in order to ensure that District residents receive priority for job opportunities created by the proposed development of the UCC.

11) The ANCs will be provided monthly reporting of LSDBE participation, First Source Agreement Compliance, and Apprenticeship Program Compliance. Actuals will be provided bi-monthly. Projections will be provided monthly.

12) The ANCs will:

a) Provide recommendation regarding proactive programs to ensure that employment opportunities are made available to Ward 8 residents within the guidelines set forth by District and federal law;

b) Provide recommendations regarding proactive programs to ensure that UCC contracting opportunities are made available to Ward 8 business within the guidelines set forth by District and federal law;

c) Assist OCTO in achieving the 35% LSDBE goal for the UCC project by identifying, recruiting and recommending qualified companies or associations to serve as contractor/sub-contractors for the UCC project;

d) Assist OCTO in achieving the 35% LSDBE goal for the UCC project by establishing strategic partnerships with minority contracting organizations, community development corporations, and other Ward 8 and District organizations;

e) Work with OCTO in the development and effective implementation of a

ANC 8A

ANC 8C

comprehensive apprenticeship and intern programs targeted to the Ward 8 community;

f) Aid OCTO in the effective and timely dissemination of project information to the Ward 8 community;

g) Work with OCTO to develop a comprehensive program to address community concerns related to disturbance of the "Fly Ash" located on the proposed development area of the UCC;

h) Provide timely community response to UCC community initiatives and efforts, including coordination and facilitation of communication, support, and participation by the Ward 8 community;

i) Facilitate periodic community meetings and public forums to ensure that the community remains informed regarding the UCC project and its implementation, and to effectively coordinate community input;

j) Work with the Office of Planning and the Department of Mental Health in the St. Elizabeths campus planning effort to which the UCC project and the Department of Mental Health have contributed a total of $1M;

k) Work with OCTO to ensure that the UCC project remains consistent with the Mayor's goal of "building and sustaining healthy neighborhoods and economic development";

l) Establish and convene regular meetings regarding UCC Project;

m) Provide consultation regarding the community's interests and desires; and

n) Use its best efforts to ensure successful completion of the project.

13) Should OCTO fail to perform any of the conditions or obligations as agreed upon in this MOU, the ANCs reserve the right to request that the construction of this project be held in abeyance. This action will be petitioned through the Office of Zoning and any other D.C. Government agencies involved or deemed appropriate.

14) No modification of any of the terms of this Agreement shall be valid unless in writing, and fully acknowledged and agreed to by the parties to this Agreement.

ANC 8A

ANC 8C

IN WITNESS WHEREOF, the parties hereto have signed and delivered these presents as their own free act and deed as of the date and year first herein above written.

Advisory Neighborhood Commission 8A

W. Diane Glover Date: June 24, 2002

W. Diane Glover
Chairperson ANC 8A

Advisory Neighborhood Commission 8C

Mary J. Cuthbert Date: June 24, 2002

Mary Cuthbert
Chairperson ANC 8C

Office of the Chief Technology Officer

Date: 6/24/02

Suzanne Peck
Chief Technology Officer
Government of the District of Columbia

_____ ANC 8A

_____ ANC 8C

HISTORIC AMENITY PACKAGE

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE CHIEF TECHNOLOGY OFFICER

Suzanne J. Peck
Chief Technology Officer

MEMORANDUM

To: Suzanne Peck
Chief Technology Officer

FROM: Peter Roy
Deputy Chief Technology Officer

DATE: January 17, 2002

Re: OCTO Unified Communications Center Project

Subject: Proposed Historic Mitigation Program for UCC PUD Zoning Application

---

Suzanne:

The OCTO project team has proposed the following described historic mitigation amenity package for the UCC PUD proposal. The Office of Planning and the State Historic Preservation Office staff have approved the proposed plan, and we expect them to report favorably on this plan at the next Zoning action on the UCC PUD.

A. Background:

1. The Office of the Chief Technology Officer (OCTO) has proposed a project named the "Unified Communications Center" (UCC) to be located on a portion (the "UCC parcel") of the east campus of St. Elizabeths Hospital.
2. The St. Elizabeths property was owned by the federal government, and when owned by the federal government, there was no requirement that the site be zoned. Therefore, the east and west campuses of St. Elizabeths are unzoned.
3. Ownership of the east campus was transferred to the Government of the District of Columbia ("the District"). In the deed transferring the property, several on-site assets were listed as historically significant. The deed required the District to protect and preserve these listed assets.

4. After the property was transferred to the District, and up to the date of this MOA, the east campus has remained unzoned.
5. Because the east campus is unzoned, OCTO proposed a Planned Unit Development (PUD) for the UCC parcel.
6. There are four abandoned staff quarters ("cottages") and associated outbuildings occupying the UCC parcel. These four buildings and their outbuildings must be either relocated or razed to make way for the UCC. These buildings are not listed in the deed as historically significant assets to be protected by the District.
7. OCTO provided $500,000 to Office of Planning for a master campus planning effort for the East Campus of St. Elizabeths.
8. OCTO recordated the 4 cottages (and associated outbuildings) existing on the UCC project site.
9. As a proposed amenity in its PUD proposal, OCTO proposed to relocate two cottages and renovate them. The other two cottages will be razed.
10. As a proposed amenity in its PUD proposal, OCTO also proposed to stabilize two historically significant buildings (a barn and stable) that are not on the proposed UCC PUD parcel, but are on the east campus. This is OCTO's proposed historic mitigation amenity package.
11. After its initial proposal to preserve two cottages, OCTO realized that (a) the estimated incremental expense (an estimate of $250,000) to relocate and renovate the two cottages was disproportionate to their value, (b) there was no practical location on the UCC parcel for permanent installation of the two cottages, and (c) relocation of the cottages to the east campus other than the UCC parcel will require that the new location be zoned before the building can be mounted on permanent foundations.
12. Because of the foregoing points (11a through 11c above), OCTO developed a plan whereby the two cottages may be relocated and stored until a newly zoned parcel is made available. But, because of points 11a through 11c, OCTO and its consultants believed that prudent use of public funds should mandate that all four cottages (and associated outbuildings) should be razed, and the savings put to a higher and better use.
13. OCTO proposed that OP/SHPO agree to abandon preservation of any cottages, and apply the estimated cost savings of $250,000 to additional restoration of the barn and stable, or other historic preservation work on the east campus.
14. In the deed transferring ownership of the St. Elizabeths Hospital to the Government of the District of Columbia, the District was obligated to protect and preserve the barn and stable and several other listed buildings. However, the barn and stable have suffered

significant weather-caused decline because of a lack of preventative maintenance and repair.

15. Before it would agree to recommend acceptance of OCTO's proposed historic mitigation amenity package, the District of Columbia's Office of Planning and State Historic Preservation Office (OP/SHPO) requested OCTO to clarify the specifics of its proposed stabilization program for the barn and stable.

16. In response to OP/SHPO's request, OCTO developed a specific list of restoration work items for the barn/stable by hiring a specialty consultant who developed a report ("restoration report") containing recommended restoration work for the barn and stable. The restoration report was dated June 5, 2002 and was submitted by Oehrlein & Associates Architects, 1350 Connecticut Avenue, NW, Suite 412, Washington, DC 20036, (202) 785-7336.

17. OCTO also prepared a cost estimate for the work recommended in the restoration report. OCTO's cost estimate to perform all items in the restoration report was $907,000. OCTO's estimate of the difference between demolition and relocation/renovation of the two cottages was $250,000, for a total estimated cost of $1,157,000. This was rounded up to $1,200,000 for planning and estimating purposes.

B. OCTO and OP/SHPO Agreement:

1. OP/SHPO agreed that it will report to the District of Columbia Zoning Commission that OP/SHPO accepts OCTO's proposed historic mitigation amenity package if OCTO agrees to (a) perform all of the items recommended by the consultant in its restoration report, up to $950,000 in cost, and (b) make available an additional $250,000 for either moving and renovating two cottages, or for use on other east campus historic mitigation work proposed by OCTO and approved by OP/SHPO.

This memorandum is being copied to the Zoning Commission, to be made part of their record for the UCC PUD.

Any questions regarding this memorandum should be directed to John Lecker, UCC Project Manager at (202) 912-8040.

cc. Andrew Altman, Gregory McCarthy, Margret Kellems.
Carol J. Mitten, Chairperson, Zoning Commission.