Construction Management Plan
Meridian Hill Condominium
2003

Belmont Partners, LLC, (the "Developer") proposes the following Construction Management Plan. Elements of this construction plan will include the following:

1. Pre-Construction. Prior to the start of construction, the Developer agrees to undertake certain pre-construction surveys, testing and subsurface exploration programs, including the following:

a. Pre-Construction Survey. Prior to any grading or excavation, the Developer will perform a survey to document the current condition of adjacent residential properties abutting the Site property lines on the east and west sides. Prior to undertaking the survey, the Developer shall select a surveyor deemed appropriate for the pre-construction survey as well as the scope of work to be performed and create a list of buildings to be surveyed which is limited to those that directly abut the property ("Surveyed Buildings"). The Developer will pay for these surveys, which will be completed within a reasonable time prior to any grading, excavation or other construction activity being performed on the Site. Owners of the Surveyed Buildings (the "Owners") are entitled to provide evidence of the existing condition of their property which shall be included in the survey. The Developer will furnish to each of the Owners a copy of the survey relating to their home when it is completed and prior to the beginning of any grading, excavation or other construction activity. In the event that an Owner does not provide reasonable access

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to its property or does not reasonably cooperate with the surveyor during the survey process, the Owner will not be permitted to use the processes and procedures set forth herein. The Developer or the surveyor will notify the Owners by Federal Express of the opportunity to have a pre-construction survey conducted by the surveyor. The Owners shall be provided thirty (30) days to respond to such notice, to respond to the surveyor's reasonable request for access to the Owner's property, and to respond to other reasonable requests of the surveyor.

b. Other Surveys and Testing. In addition, prior to the start of construction, the Developer will perform other survey work, exploration and testing programs, as necessary. These may include: (i) geotechnical investigation to determine the structural strength of the existing soils, (ii) utility investigations to determine the location of water, sewer, electricity and gas systems, (iii) water pressure investigations to determine the water pressures provided by the local utility, and (iv) studies to determine the necessity of blasting. Upon request, the Developer will provide copies of all surveys and reports that are prepared, to the Owners.

c. Communication. The Developer shall designate a representative ("Representative") to be the key contact for interaction with the Owners. The Representative will be accessible during the business hours of 8 A.M to 6 P.M.. At any time construction activity is occurring on the Site, the Representative or designee shall be available to receive communications from the Owners. The name and work telephone number of the Representative or his/her

appointed designee shall be conspicuously posted at the Site and shall be readily available to members of the community. In addition, a name and telephone number of a person designated by the Developer to contact in case of emergency during hours in which no construction activity is occurring shall be readily available to members of the community. The Developer 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 Representative, designee and emergency contact shall: (i) receive notice of violations of the Construction Management Plan; (ii) respond as soon as possible to the person who has reported the violation; and (iii) act to remedy the violation as soon as possible. The Representative and his/her designee will be able to answer questions and receive comments about the site activities, address any concerns the Owners and members of the community might have throughout the construction process, and have authority to remedy promptly violations of the Construction Management Plan and enforce its provisions.

2. Construction. It is anticipated that construction activities will start at the Site on or about the fourth quarter of 2003. The following is a discussion of construction-related issues and shall be binding on the Developer, its subcontractors and any successors and/or assigns of the Developer.

a. Permits. The Developer will secure all permits that are required to complete the project. The Developer will provide all Owners notification

of permits that require partial or total closures of streets or sidewalks, except in emergency situations.

b. Site Management

i. The Developer will contract for construction monitoring services during the course of sheeting/shoring, dewatering, excavation, installation of building foundations and below-grade walls. Additionally, the Developer will monitor vibrations during its operations and implement a program to evaluate the structural settlement of Surveyed Buildings to assure that potentially damaging impacts do not extend to the adjacent residential properties.

ii. The Developer will erect and maintain construction fencing and barricades along all streets that border the Site in order to screen and secure the site during the construction process. In addition, to the extent it does not interfere with construction. The Developer will provide the Contact Person with copies of all permits obtained from the District of Columbia Department of Consumer and Regulatory Affairs regarding soil erosion control and shall strictly adhere to the requirements of such permits.

iii. Construction or rental offices will be located in trailers on the Site or on adjacent public spaces with public space permits. Such trailers will be kept in a clean and orderly condition.

iv. A minimum amount of lighting will be provided at the Site at night. These lights will be sufficient to provide necessary security and to

comply with federal and municipal safety standards. The lights will be directed at the areas to be lighted within the Site and, when possible, away from the residences on Belmont Street.

c. Cleanliness. The Developer will remove rubbish and construction debris during the construction period during the normal construction workday and during periods of overtime and weekend construction work. In addition, the Developer will monitor and police the construction site as often as required to ensure cleanliness.

i. Dumpsters will be placed on the Site. Hauling and replacing dumpsters is under no circumstances to be done except between the hours of 8:00 a.m. and 7:00 p.m., Monday through Friday, and 8:00 a.m. to 4:00 p.m. on Saturday.

ii. Trucks carrying excavation material and debris from the Site will be covered with tarps. Trucks shall enter/exit the Site from Belmont Street. All subcontractors and/or material suppliers will be provided with written instruction that establishes the approved truck routing to and from the Site. Violators will be issued notice that a repeat offense will result in that driver not being allowed to enter the Site in the future. Violations may be reported by the public to the Site office of the Developer by providing the license plate number and state as well as the truck company identification.

iii. The Developer will leave the streets clean at the end of each construction day, including sweeping up any soil spread by vehicles.

iv. The Developer will wash the outside of the windows of the Surveyed Buildings if necessary during the construction period.

v. The Developer will undertake a program of pest control to ensure additional monitoring of pest activity during the construction period in accordance with District of Columbia laws and regulations.

vi. Portable latrines, if any, will be placed on the Site as far as possible, considering proper safety, sanitary and construction activity requirements, from Belmont Street.

d. Work Hours. The normal construction work week will be Monday through Friday from 7:00 a.m. until 7:00 p.m., and Saturday from 8:00 a.m. until 4:00 p.m. All trucks for delivery of all materials, construction or otherwise, will arrive, depart and operate on the Site only during the foregoing hours. During certain phases of the construction, overtime hours after 7:00 p.m., but not later than 11:00 p.m. or before 7:00 a.m., except for emergency situations, will be necessary. Whenever overtime hours will be necessary, the Developer will provide notification to the Contact Person, at least 24 hours prior to implementation of the overtime hours (unless an emergency situation occurs or an unforeseen and urgent construction situation occurs, in which instance the Developer will provide notice to the Contact Person, as soon as possible, that construction work will be performed on the Site during overtime hours and describe the nature of the emergency or unforeseen and urgent situation). Such notification shall include the proposed overtime hours, a description of the type of work to be done in those hours, and the

potential impact of the work on noise, dirt and traffic in the area. In order to perform work during overtime hours, the Developer will be required to obtain an after hours construction permit from the District of Columbia. There will be no Sunday construction work permitted. (In addition, if the District of Columbia has more stringent regulations, the Developer will comply with the applicable work hour rules). In consultation with the Owners, the frequency of overtime work will be determined based on consideration of the beneficial effects to the neighborhood of completing construction of the project in the shortest amount of time, and the effects on the neighborhood of construction activity on the Site during overtime hours.

e. Subcontractors. The Developer for the project will have full responsibility for all subcontractors employed by them to work on the project. They will ensure that the subcontractors follow the terms of their agreements with the Developer and comply with the policies set forth in the Construction Management Plan.

i. The Developer will not permit off-site picnicking by workers employed by subcontractors (the "Workers") on residential streets. Those Workers who bring their meals and snacks to the Site will be required to eat inside the fenced Site. Those Workers who go off-site to eat will be required to eat the meal at the premises where it is purchased or, within the fenced Site.

ii. The Developer will monitor the site daily for cleanliness and will remove picnicking trash resulting from the Workers on all public roads and adjacent property abutting the Site.

iii. In addition, Workers shall not drink alcoholic beverages either openly or from paper bags in the foregoing residential areas before, during or after work hours.

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

i. All construction related vehicular access to the Site shall be via Belmont Street.

ii. The Developer will ensure that queuing of trucks for the project will occur on the Site to the extent possible. Trucks will not park directly in front of the residences on Belmont Street. When queuing on the streets is required, it will be for the minimum amount of time possible. Trucks in the queue will turn their engines off, until ready to move. To the extent possible, trucks on the Site will turn their engines off, except when powering equipment actively in use.

iii. Flagmen will be employed by the responsible subcontractors to ensure the safety of cars and pedestrians as trucks enter and leave the Site. Trucks leaving the Site will move from Belmont Street and then on to their destination.

iv. Parking for Workers and visitors to the project trailers will either be provided for on the Site, or in off-street parking structures. The Developer will notify Workers on a regular basis of the parking restrictions set forth herein. During the weekend overtime periods, the Developer will require that

Workers will not park in areas for which only weekday restrictions apply. The Developer will monitor compliance by Workers with the parking restrictions and, if Workers' vehicles are in violation of that restriction, the Developer will require Workers to move their vehicles. The Developer will use its best efforts to enforce these restrictions.

3. Post-Construction.

a. Damage to Surveyed Buildings. The Developer agrees that, in the event that any of the Surveyed Buildings sustains damage due to excavation, construction or any other activities related to this project, repairs will be arranged by the Owners and paid for by the Developer, pursuant to procedures outlined herein. The Construction Management Plan sets forth post-construction procedures that apply to the Developer and the Surveyed Buildings only, and not owners of other neighboring buildings.

b. Post-Construction Survey. No later than thirteen months after construction is completed, (evidenced by the issuance of a Certificate of Occupancy for the Site) upon written request of any Owner, the Developer shall order, carry out and pay for a post-construction survey to be completed within four weeks of the request. The post-construction survey will determine if any damage has occurred to the Surveyed Buildings. The Developer will seek to use the same surveyor as employed for the pre-construction survey (discussed above). To determine the validity of a damage claim, in addition to a post-construction survey

ordered by and paid for by the Developer, an Owner may order his/her own survey to be performed. The cost of such survey shall be borne by the Owner.

c. Dispute Resolution. Any dispute concerning the extent of construction-related damage or cost of property repair may, at the option of the Owner, be resolved by litigation or arbitration in accordance with the Rules of Procedure of the American Arbitration Association. All costs in connection with the survey, arbitration proceedings and related expenses shall be borne in the following manner: If the Plaintiff substantially prevails, the Developer shall pay all the Plaintiff's cost and expenses including reasonable attorneys fees; if the arbitrator or court determines that the Plaintiff's claims are frivolous, the Plaintiff shall pay its own costs and expenses and the arbitrator or court shall determine the portion of the Developer's attorney fees, if any, the Plaintiff will be required to pay. If the Developer prevails but the arbitrator or court does not determine that the Plaintiff's claim is frivolous, the Developer shall be responsible for their own expenses and costs of arbitration or litigation, and the Plaintiff will be responsible for its expenses and costs of arbitration or litigation. Damages include, but are not limited to damages to the structure, its contents and loss of use (if caused by damage to the structure).

d. Post-Construction Residential Contact Person. The Developer will notify each Owner of the name, address, and telephone number of the property manager who takes over the operation of the project. When construction is completed, as evidenced by the issuance of a Certificate of

Occupancy, the property manager will become the contact for all post-construction communication, not including damage claims by any Owner against the Developer.

4. Condition of PUD Approval. The Construction Management Plan shall be submitted as part of the PUD application to the Zoning Commission and shall be incorporated in and become a condition of any Zoning Commission approval of the applications of the Developer.

5. Complaint Procedure; Establishment of Fines. The following complaint procedure is provided to facilitate resolution of complaints by Owners and other persons. In accordance with Paragraph 6, this claims procedure is permissive and should not preclude other legal actions by Owners or other persons.

a. Complaint Process. Any complaint by an Owner or other person of any violation of the Construction Management Plan is to be made in accordance with the following:

i. Initial complaint of a violation shall be made to the Developer Representative or designee for resolution.

ii. If the problem is not resolved within fourteen (14) days from the date of complaint, or a second violation of the same event or of a similar nature occurs within ninety (90) days of the initial complaint, then the complaint shall be presented for resolution to the Liaison Committee, which is comprised of four members: one representing the Developer, one representing SK&I Architects (the "Architect"), and one representing each of the two properties directly abutting the Property. A resolution of the Liaison Committee requires unanimous consent.

b. Liaison Committee. If the problem is not resolved by the above procedure within 14 days from the date of the Liaison Committee meeting or a third or subsequent violation of a similar nature occurs within ninety (90) days of the initial complaint, the Liaison Committee and the LCA shall meet to discuss whether the alleged violation(s) occurred or the degree of the violation. If resolution still cannot be reached within fourteen (14) days of the Liaison Committee meeting to discuss the violation, an arbiter shall determine whether a violation or violations of the Construction Management Plan have occurred. Any determination that one or more violations have occurred shall further include a determination as to whether the violation(s) are major or minor, as defined in the schedule of fines attached hereto and incorporated herein as Exhibit A. The Developer shall then pay the appropriate fine amount. The term "fine" is meant to be money paid not as a penalty, but as liquidated damages. The fines are not a penalty, it being agreed by the Developer that the exact amount of damages is impractical or impossible to ascertain, and the established amounts are reasonable estimates of the damages that the Owners will incur as a result of such violations. The fines shall be paid by check delivered to the Contact Person within thirty (30) days of the Liaison Committee or the arbiter giving notice of the violation(s) and amount of fine(s) to the escrow account designee (as described in Paragraph 5c), and the Developer. Such check shall be made payable to an organization to be determined in the name of the Community Advisory Committee. Any determination by the Liaison Committee or the arbiter shall be binding on all parties. Failure of the Developer to

pay such fines within the thirty-day (30-day) time period will cause the amount of fines to double.

c. Escrow Account. The Developer shall establish an escrow account in the amount of $5,000.00 and shall at all times maintain that balance, replenishing the account immediately when any draw on the account reduces the balance below $5,000.00. The payment of any fines, pursuant to Paragraph 5b, shall be made from this escrow account. The escrow account shall be held by a mutually agreed upon designee. The fines shall be paid by the escrow account designee to a charitable organization to be determined within thirty (30) days of receiving written notification of the decision of the Liaison Committee or arbiter.

6. Remedies. The Construction Management Plan does not limit any common law or statutory rights or remedies available to any Owner or person relating to damages sustained to person or property attributable to activities of the Developer. The Construction Management Plan does provide additional rights.

SEEN AND AGREED:

BELMONT PARTNERS, LLC

By: _____ Date: 10/9/03

Title: DIR. OF DEV.

SMD ANC 1B

_____ Date: 10/9/03

Theodore Butler

Exhibit A
Schedule of Fines

	Infractions	Fines
A.	Failure to Provide Property Owners with Pre-construction Survey	$10,000
B.	Major Infractions	$1,000 per violation as Determined by the LCA

These would be actions that adversely impact the area surrounding the Property and include a pattern of continued violations of the conditions contained in the Construction Agreement. Such violations would include frequent violations of the permitted construction activity periods, and/or delivery periods, and/or repeated inattention to the concerns of the Liaison Committee.

C.	Minor Infractions	$100-$250

These would be actions that adversely impact the neighborhood but are deemed to be minor by the Liaison Committee. These actions include non-recurrent time period and/or delivery period violations, and an isolated instance of failure to respond to the Owners' concerns in a timely manner.