ARNOLD & PORTER LLP

Nathan W. Gross
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Not Engaged in the Practice of Law

202.942.5956
202.942.5999 Fax

555 Twelfth Street, NW
Washington, DC 20004-1206

November 12, 2004

Carol Mitten, Chair
D.C. Zoning Commission
441 4th Street, N.W.
Suite 210
Washington, D.C. 20001

RECEIVED
D.C. OFFICE OF ZONING
2004 NOV 12 AM 11:38

Re: Post-Hearing Submission
Zoning Commission Case No. 04-04

Dear Ms. Mitten and Members of the Commission:

The Zoning Commission made a number of requests of the Carver Senior Apartments development team in the course of the public hearing held on October 7, 2004. This letter provides responses to those requests. Twenty (20) copies of these written responses and plans are submitted.

A. Trash Dumpster

Various Commissioners and neighbors commented that the proposed trash dumpster and enclosure would be better located away from the two semi-detached houses contiguous to the site. In response, the development team has moved the dumpster and enclosure to a more appropriate location away from the residences towards the southeast corner of the building. The new dumpster and enclosure location may be viewed on the revised Site Improvements Plan submitted with this response.

B. Parking

Various neighbors at the public hearing indicated that the number of parking spaces should be increased on the building site despite the fact that the original count of 20 spaces exceeded code requirements by 15%. The minimum requirement for publicly assisted elderly housing is 1 parking space for every 6 units. Although sufficient by code and acceptable to the Office of Planning, the development team has added three additional spaces to the parking plan, thus bringing the new count to 23 spaces, an increase of 15%. The new parking plan may be viewed on the revised Site Improvements Plan submitted with this response.

ZONING COMMISSION
District of Columbia
Case 04-04
Exhibit 39

ZONING COMMISSION
District of Columbia
CASE NO.04-04
EXHIBIT NO.39

C. Roof Plan

The Commission requested a copy of the roof plan. We have included the project's Roof Plan, indicating a pitched roof that effectively and attractively comports with the building's architecture while screening the roof-mounted mechanical systems from public view.

D. Shadow Study/Volumetric Study

The Commission requested the preparation of a shadow and volumetric analysis in order to assess the proposed building's shadow and proportion impact on the surrounding neighborhood. A complete set of conforming studies produced by Arel Architects has been prepared and submitted for the Commission's review. The studies confirm that the proposed building does not cast its shadow upon neighboring residences and the building's size is not disproportionate to the surrounding environment.

E. Cross Sections

The Commission requested a cross section view of the building and surrounding properties. The attached cross section, prepared by Arel Architects, shows a cut through 48th Place that clearly indicates the proposed building height is not inconsistent with the overall heights of the existing buildings to the south (across East Capitol Street) and to the north (the fire station/single family homes). Because of the building's location within a low swale adjacent to East Capitol Street, the proposed building height is mitigated by topography that increases in slope towards the south and to the north.

F. Building Height

A number of requests were made during the hearing that asked the development team to review the building plan to determine ways to reduce its height. The project architect was instructed to pursue all reasonable methods to redesign the building with the aim of reducing its height. We were successful in revising the design to reduce the overall building height by one foot, which is reflected in the documents submitted with this response.

G. First Source Employment Agreement and Local, Small and Disadvantaged Business Commitment

A request was made by the Commission for the development team to provide advance notice to the D.C. Department of Employment Services ("DOES") with regard to the employment opportunities that will become available subject to the Affirmative Action Program Agreement ("AAPA") entered into between Carver 2000 and DHCD Contract Compliance and Monitoring Division. The AAPA requires Carver 2000 and the DOES to enter into a First Source Employment Agreement ("FSEA"). Carver 2000 has since executed the FSEA, spoken with the DOES official responsible for this agreement, and posted notice with the DOES. A copy of the letter sent to DOES regarding the planned construction is the first attachment to this letter statement.

As part of the Affirmative Action commitment made by the Carver 2000 Tenants Association to the DHCD, all required construction contracts and subcontracts are subject to Local, Small and Disadvantaged Business Enterprise ("LSDBE") requirements. Under the terms of the PUD, LSDBE requirements will be met and/or exceeded where applicable, with all appropriate documentation filed prior to the issuance of the building permit.

H. Plans

The following plans are attached in the following order:

- Site Improvements Plan
- 4th Floor and Roof Level Mechanical Plans
- Shadow/Volumetric Studies (5 sheets) and
- Context Sections (3 sheets).

Thank you for your consideration of this application.

Sincerely,
ARNOLD & PORTER LLP

Cynthia A. Giordano

Nathan W. Gross, AICP

Enclosures:

First Source Employment Agreement
and LSDBE
Plans

Carver 2000 Tenants Association, Inc.

916 Pennsylvania Ave., SE
Washington, DC 20003

Phone:202-547-4300
Fax: 202-547-5968

Via: Fax

November 10, 2004

Michelle Reynolds
Department of Employment Services
609 H Street, NE, Room 427
Washington, DC 20002

Re: Notification of the Planned Construction of the 104 unit G.W. Carver Senior Apartments at 4800 East Capitol Street NE

Dear Ms. Reynolds,

To follow up with our previous conversation, I would like to further describe the planned G.W. Carver Senior Apartments and the new jobs that will become available to DC residents as a result of its construction.

Projected to begin construction in mid-2005 (pending Zoning approval and financing), the 104-unit, four-story apartment building located at 4800 East Capitol Street NE is expected to create new jobs in many trades.

Trades in which jobs may become available at or during project construction: Earthwork, Concrete Paving, Asphalt Paving, Site Utilities, Landscaping, Cast-in-Place Concrete, Masonry, Miscellaneous Metals/Ironwork, Carpentry (all levels), Millwork, Waterproofing, Roofing, Glazing, Drywall, Tile, Flooring, Painting, Elevators, Mechanical, Fire Protection, Electrical, and others. Construction of the G.W. Carver Apartment building is expected to take 13 months.

The goal of the Carver 2000 Tenants Association in respect to hiring is to meet and exceed any employment requirements set forth by the District and its Agencies. Carver 2000 has already executed agreements through the DC Department of Housing and Community Development ("DHCD") in compliance with existing Equal Employment Opportunity ("EEO") policies, including a First Source Employment Agreement with the Department of Employment Services ("DOES"). Such agreements will also be set forth by the General Contractor and its subcontractors to ensure that goals are met by hiring the appropriate number of DC residents, minorities, women, etc. Carver 2000 and its contractors will also pledge to use DOES as the first source for the recruitment, referral, and placement of employees throughout the construction of the building.

Carver 2000 will continue to work with DOES and give notice as soon as job availability is projected, prior to construction. If you have any questions or comments in regard to the G.W. Carver Senior Apartments or Carver 2000, please feel free to contact me directly at 703-356-6008.

Sincerely,

Ben Yoder
Project Manager

Enclosures: Assurance of Compliance with Equal Opportunity Requirements
Equal Employment Opportunity (EEO) Policy Statement
First Source Employment Agreement
Assurance of Compliance with Section 3 Requirements

CC: HR Crawford, Crawford-Edgewood Managers, Inc.
Alberto Bastida, DC Zoning Commission
Nate Gross, Arnold & Porter LLC

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF LOCAL BUSINESS DEVELOPMENT

ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952, (PUBLISHED AUGUST 15, 1986), "ON COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS IN DISTRICT GOVERNMENT CONTRACTS," ARE HEREBY INCLUDED AS A PART OF THIS BID/PROPOSAL. THEREFORE, EACH BIDDER/OFFEROR SHALL INDICATE BELOW THEIR WRITTEN COMMITMENT TO ASSURE COMPLIANCE WITH MAYOR'S ORDER 85-85 AND THE IMPLEMENTING RULES. FAILURE TO COMPLY WITH THE SUBJECT MAYOR'S ORDER AND THE IMPLEMENTING RULES SHALL RESULT IN REJECTION OF THE RESPECTIVE BID/PROPOSAL.

I, H.R. CRAWFORD, THE AUTHORIZED REPRESENTATIVE OF CARVER 2000 TENANTS ASSOCIATION, INC, HEREINAFTER REFERRED TO AS "THE CONTRACTOR", CERTIFY THAT THE CONTRACTOR IS FULLY AWARE OF ALL OF THE PROVISIONS OF MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND OF THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952. I FURTHER CERTIFY AND ASSURE THAT THE CONTRACTOR WILL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS OF THE MAYOR'S ORDER AND IMPLEMENTING RULES IF AWARDED THE D.C. GOVERNMENT CONTRACT REFERENCED BY THE CONTRACT NUMBER ENTERED BELOW. FURTHER, THE CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT THE AWARD OF SAID CONTRACT AND ITS CONTINUATION ARE SPECIFICALLY CONDITIONED UPON THE CONTRACTOR'S COMPLIANCE WITH THE ABOVE-CITED ORDER AND RULES.

CARVER 2000 TENANTS ASSOCIATION, INC
CONTRACTOR

H.R. CRAWFORD, PRESIDENT, CEMI
NAME

SIGNATURE

AUTHORIZED AGENT FOR THE OWNER
TITLE

CONTRACT NUMBER

10/14/04
DATE

GOVERNMENT OF THE DISTRICT OF COLUMBIA

OFFICE OF LOCAL BUSINESS DEVELOPMENT

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

CARVER 2000 SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARTIAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR PHYSICAL HANDICAP.

CARVER 2000 AGREES TO AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARTIAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR PHYSICAL HANDICAP. THE AFFIRMATIVE ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: (A) EMPLOYMENT, UPGRADING, OR TRANSFER; (B) RECRUITMENT OR RECRUITMENT ADVERTISING; (C) DEMOTION; LAYOFF; OR TERMINATION; (D) RATES OF PAY, OR OTHER FORMS OF COMPENSATION; AND (E) SELECTION FOR TRAINING AND APPRENTICESHIP.

CARVER 2000 AGREES TO POST IN CONSPICUOUS PLACES...THE PROVISIONS... CONCERNING NON-DISCRIMINATION AND AFFIRMATION ACTION.

CARVER 2000 SHALL.... STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT PURSUANT TO ... SUBSECTION 1103.2 THRU 1103.10 OF MAYOR'S ORDER 85-85; "EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS".

CARVER 2000 AGREES TO PERMIT ACCESS TO ALL BOOKS... PERTAINING TO ITS EMPLOYMENT PRACTICES, ... AND TO REQUIRE... EACH SUBCONTRACTOR TO PERMIT ACCESS TO... BOOKS AND RECORDS.

CARVER 2000 AGREES TO COMPLY WITH... ALL GUIDELINES FOR EQUAL EMPLOYMENT OPPORTUNITY APPLICABLE IN THE DISTRICT OF COLUMBIA.

CARVER 2000 SHALL INCLUDE IN EVERY SUBCONTRACT THE EQUAL OPPORTUNITY CLAUSES, SUBSECTION 1103.2 THROUGH 1103.10... SO THAT SUCH PROVISIONS SHALL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

H.R. CRAWFORD AUTHORIZED AGENT FOR THE OWNE
AUTHORIZED OFFICIAL AND TITLE

AUTHORIZED SIGNATURE

CARVER 2000 TENANTS ASSOCIATION, IN ("CARVER 2000")
FIRM/ORGANIZATION NAME

10/14/04
DATE

441 4TH STREET, N.W., SUITE 970N • WASHINGTON, D.C. 20001 • (202) 727-3900 • FAX (202) 724-3786

FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number: CARVER 2000 TENANTS ASSOCIATION INC.

Contract Amount: $1,200,000

Project Name: CARVER APARTMENTS DEMOLITION & SENIOR BUILDING DESIGN

Project Address: 4600 EAST CAPITOL STREET NE WASHINGTON, DC 20019 Ward: 7

Nonprofit Organization: (Yes) X (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 CARVER 2000 TENANTS ASSOCIATION, INC., 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.

1. 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 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. 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 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.

Dated this 14TH day of OCTOBER 20 04

Signed: _____

Department of Employment Services

Signature of Employer

CARVER 2000 TENANTS ASSOC. INC.
Name of Company

916 PENNSYLVANIA AVE SE, WASH, DC 20003
Address

202-547-4300
Telephone

cemi@bellatlantic.net
email

EMPLOYMENT PLAN

NAME OF FIRM CARVER 2000 TENANTS ASSOCIATION

ADDRESS 916 PENNSYLVANIA AVENUE, SE, WASHINGTON, DC 20003

TELEPHONE NUMBER 202-581-6920 FEDERAL IDENTIFICATION NO. 52-2289984

CONTACT PERSON CYNTHIA DICKENS TITLE EXECUTIVE ASSISTANT

E-mail: cemi@bellatlantic.net TYPE OF BUSINESS: NON-PROFIT
202-547-4300

ORIGINATING DISTRICT AGENCY DHCD

CONTRACTING OFFICER: VICTOR SELMAN TELEPHONE NUMBER: 202-442-7287

TYPE OF PROJECT DEMOLITION, ARCH. DESIGN (FOR SENIOR APARTMENTS) FUNDING AMOUNT $1,200,000

PROJECTED START DATE NOV '04 PROJECT DURATION 6 MONTHS

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	SITE MGR.	1 F/T	35-40K	N/A	11/04-02/05
B	ASST. MGR.	1 F/T	28-33K	N/A	"
C	CLERK	1 F/T	18-28K	N/A	"
D	MAINT. ENG.	1 F/T	27-33K	N/A	"
E	PORTER	2 F/T	19-25K	N/A	"
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 NO.
DIANA BRISCOE	577-74-4797
KEVIN CABELL	577-94-5601
FRANKLIN D. HICKS	579-62-1426
DONNA ROUSE	578-96-4666
BOBBY WALKER	579-90-4568

Revised 04/03

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
WASHINGTON, D.C.

Reply To

ASSURANCE OF COMPLIANCE WITH SECTION 3 REQUIREMENTS

Project Description: DEMOLITION OF EXISTING BUILDINGS, DESIGN OF NEW SENIOR BUILDING, OPERATING EXPENSES FOR EXISTING APARTMENTS.

A. The work to be performed under this contract/grant/loan agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

B. The parties to this contract/grant/loan agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Part CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract/grant/loan agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal Financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders, of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

H.R. CRAWFORD, CEMT. (AGENT FOR OWNER)
Authorized Official and Title

Authorized Signature

CARVER 2000 TENANTS ASSOC. INC.
Firm/Organization Name

10/14/04
Date

SECTION 3 CLAUSE (24 CFR Part 135.38)

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensurethat employment and other economic oppolrtunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed ot low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they areunder no contractual or other impediment that would provent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organiation or workers's representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for traininig and employment positions can see the notice. the notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availibility of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulatios in 24 CFR part 135, and agrees to take appropriated action, as prvided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

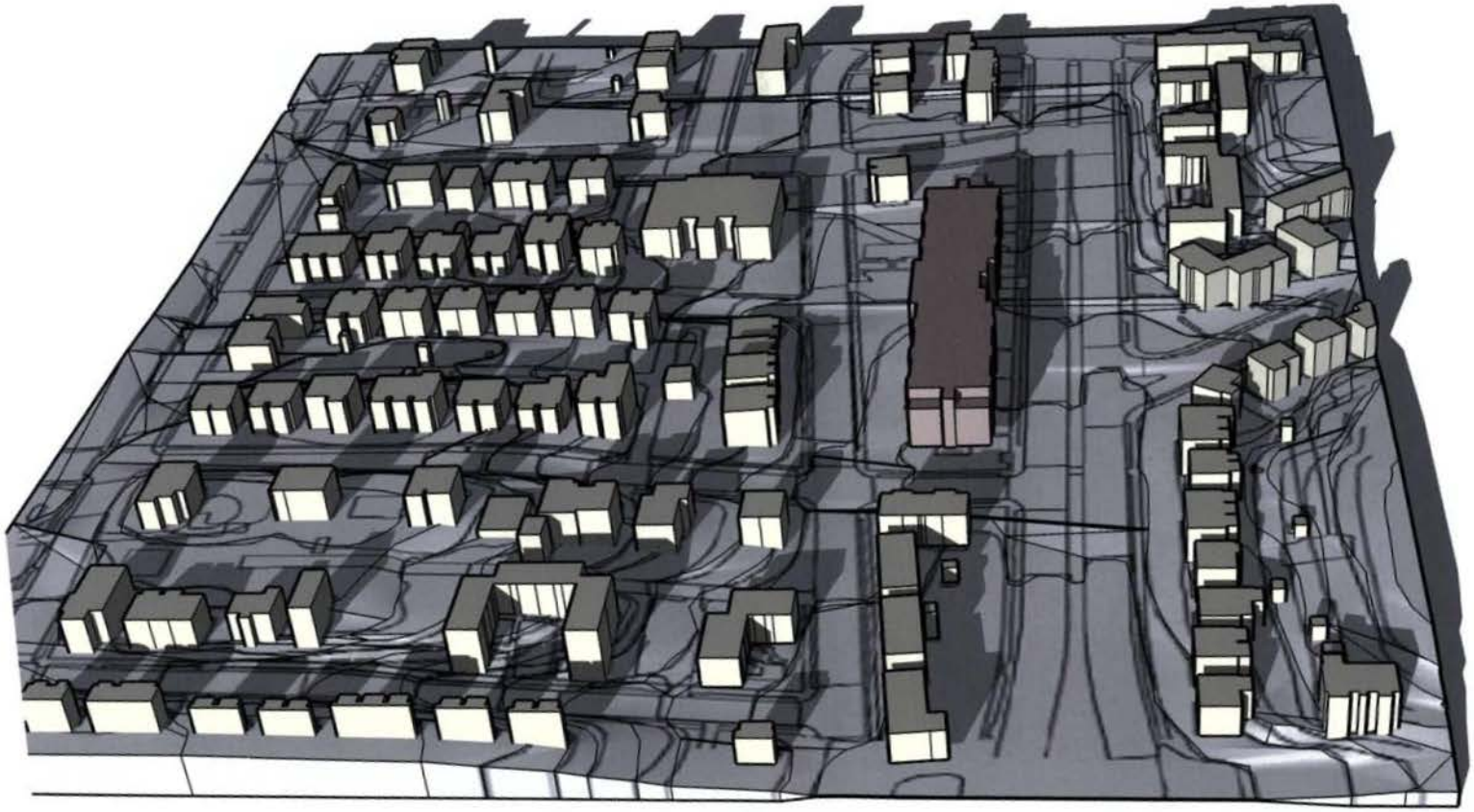
F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of the contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract Section 7(b) requires that to the greatest extent feasible (i) preference and opportunitiews for training and employment shallbe given to Indians, and (ii) preference in the award of contract and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract tht are subvjet to the provisions of sectio 3 and section 7(b) agree to comply with section3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



June 21 (8:30am)

arel



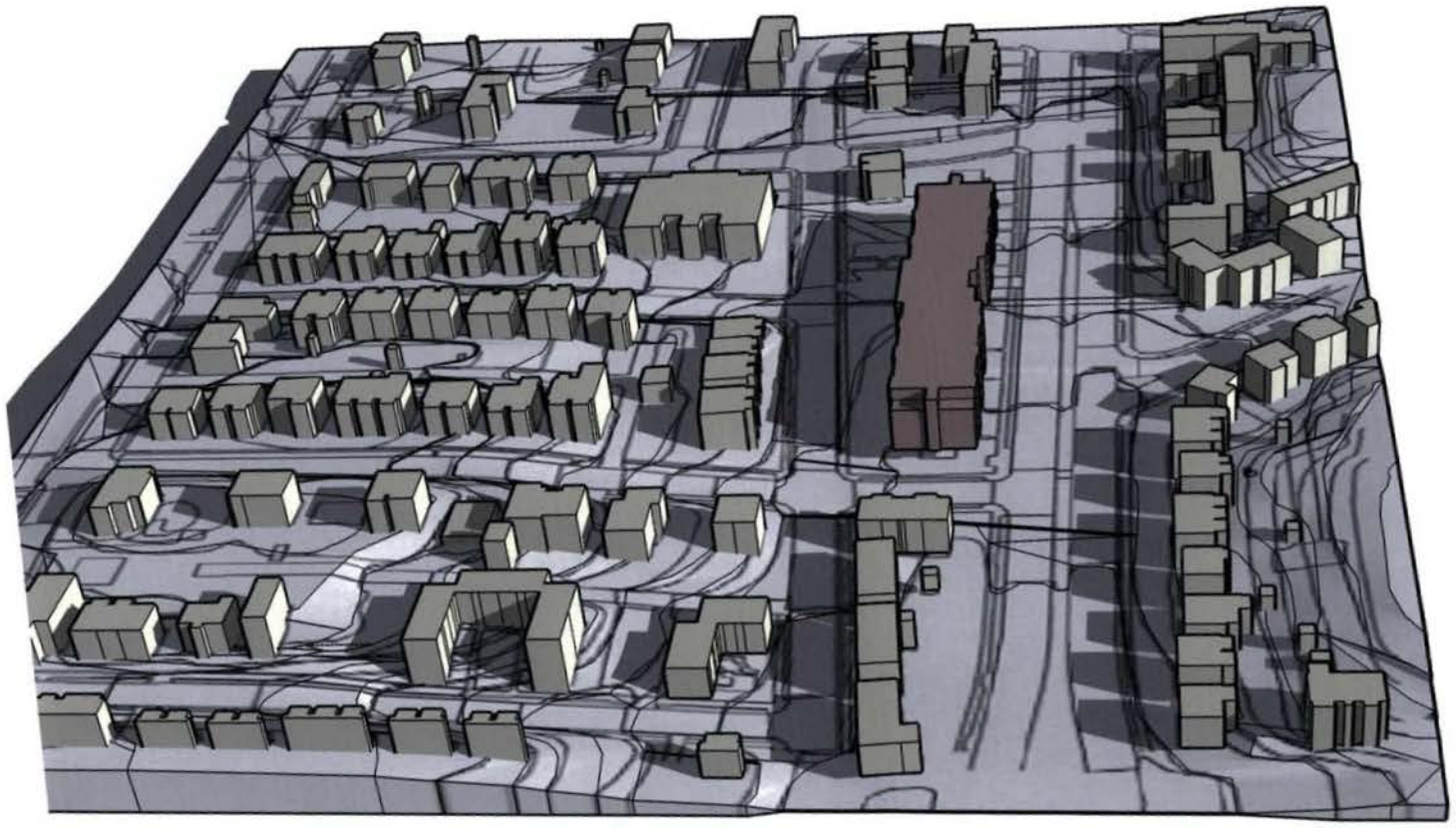
June 21 (630pm)

arel



December 21 9:00am

arel



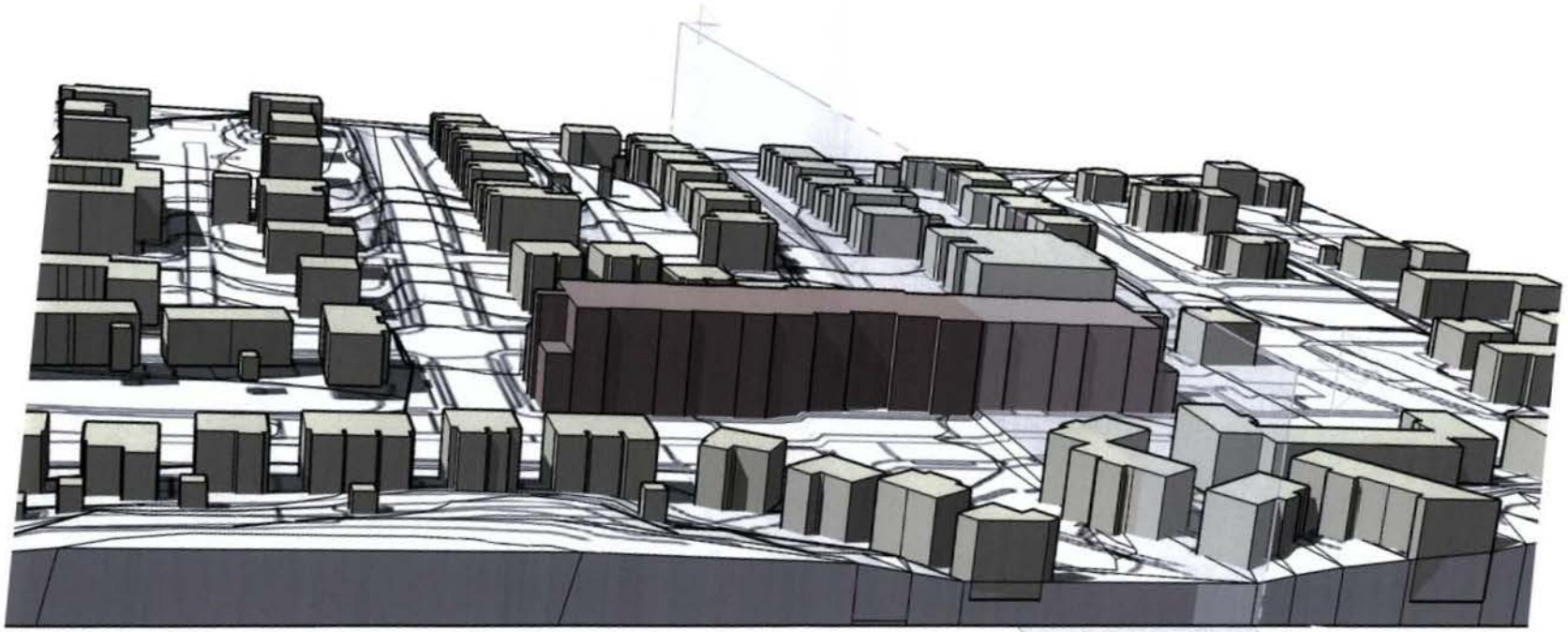
December 21 (1:30pm)

arel



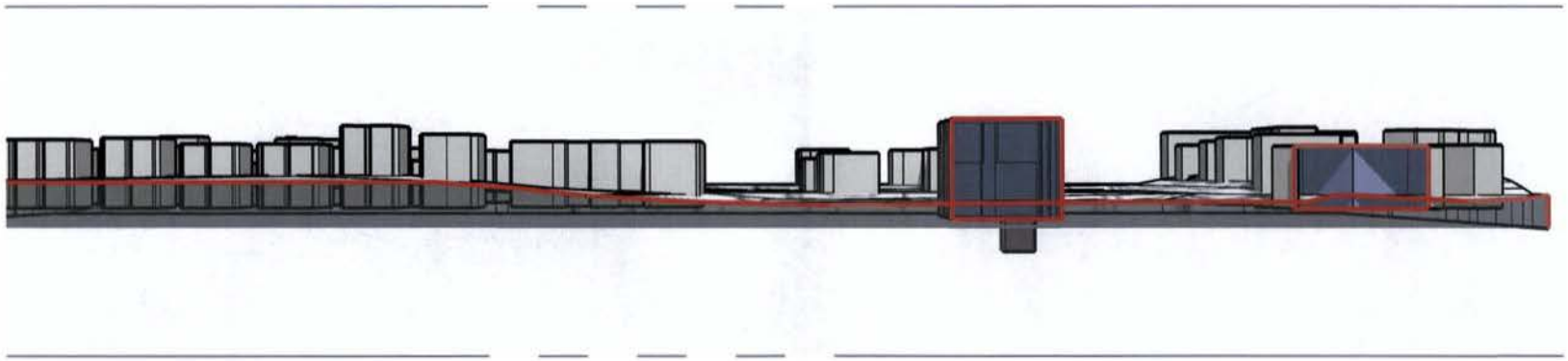
Decembe 21 (3:00pm)

arel



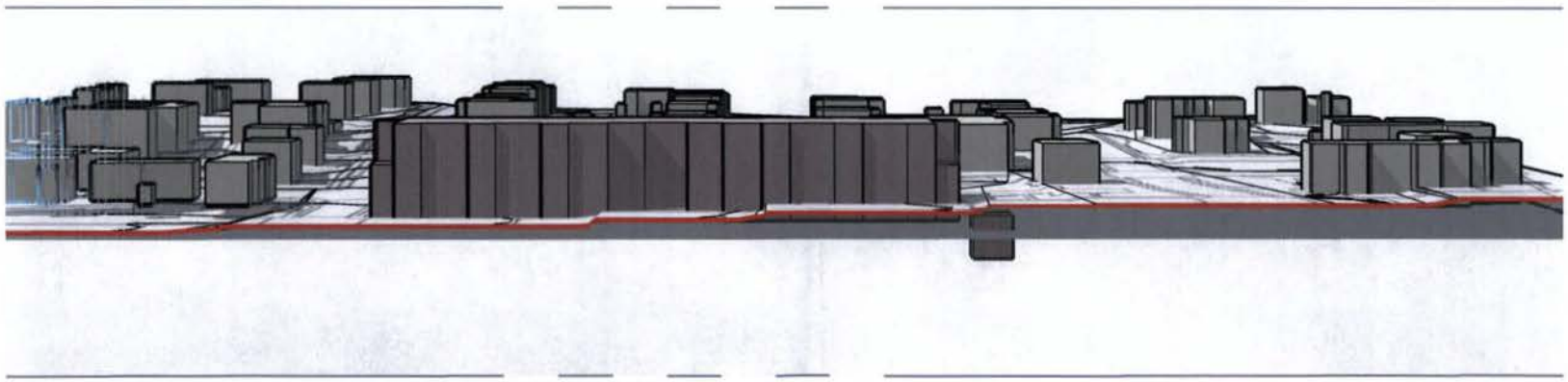
Section Cut through 48th Place

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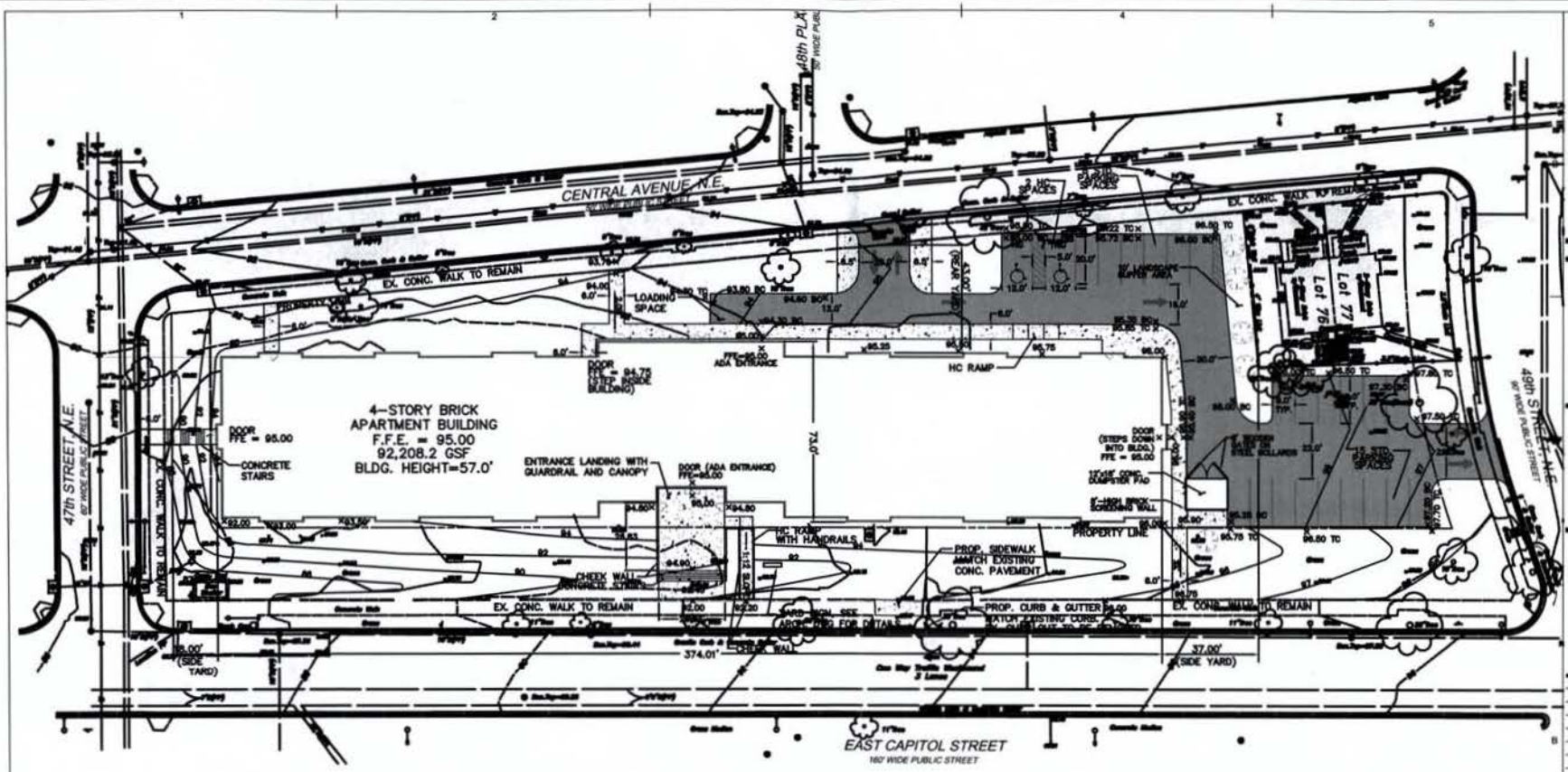
Section Cut Through 48th Place

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Section Cut through East Capital Street

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TABULATION OF DEVELOPMENT DATA

TOTAL LOT AREA: 48,927.5 sf
SIDE YARD: 18' WEST, 37' EAST
REAR YARD: 43'
LOT OCCUPANCY: 48.5%
GROSS FLOOR AREA: 92,208.2 sf
FLOOR AREA RATIO (FAR): 1.88FAR
PROP USE: Sr. HOUSING (100%)

PARKING SPACES

STANDARD	21
HANDICAPPED	2
TOTAL	23

(ONE SENIOR PARKING SPACE IS REQUIRED FOR EVERY SIX UNITS. THE PROPOSED PROJECT HAS 104 UNITS. EIGHTEEN SPACES ARE REQUIRED.)

LOADING AREA

LOADING AREA IS PROVIDED WITH DIMENSIONS 12'x35'

LEGEND

PROP. ASPHALT AREA

PROP. CONC. AREA

EX. TREE TO REMAIN

PROP. CONIFEROUS SCREENING TREE

GRAPHIC SCALE
20' 10' 0' 20' 40'
1 in.=20 ft.

PUD SUBMISSION

arel
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CONSULTANTS

SEAL

PROJECT IDENTIFICATION

George Washington Carver Terrace
SENIOR APARTMENTS

A1

MARK	DATE	DESCRIPTION

ISSUE DATE: 07-02-04
PROJECT NO:
CAD DWG FILE:
DRAWN BY: AOB
CHECKED BY:

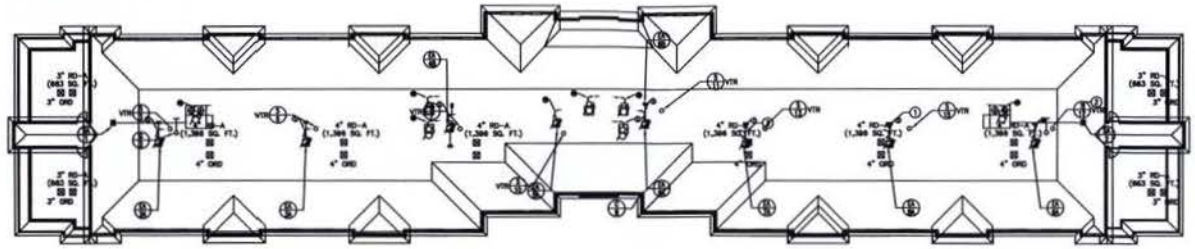
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SITE IMPROVEMENTS PLAN
C-1

Sheet of Series Sheets

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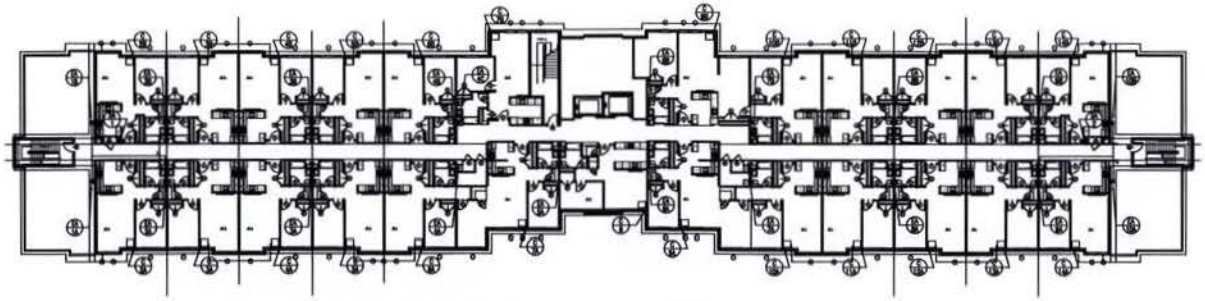
ROOF PLAN
SCALE: 1/16" = 1'-0"

DRAWING KEYED NOTES:

① SEE RISER DIAGRAM FOR THE DUCT SIZES.

② DUCTWORK FOR THE RTU-2 (SERVING THE RIGHT WING) IS MIRROR IMAGE OF THE DUCTWORK FRO RTU-1 (SERVING THE LEFT WING).

③ DUCT SHALL RUN UNDER THE ROOF AND CONNECT TO THE EXHAUST AIR SHAFT BEFORE COMING UP TO THE EXHAUST FAN ON ROOF, TYP.



4TH FLOOR PLAN
SCALE: 1/16" = 1'-0"

ROOF KEYED NOTES:

① ---

GENERAL NOTES:

1. ---

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AJ ENGINEERS

Carver Terrace

Washington, DC

Carver Senior
Apartments Building

RELEASED FOR

REVISIONS

4TH & ROOF LEVEL
MECHANICAL PLANS

SCALE: AS NOTED
DATE: 05.JAN.2024
PROJECT NUMBER: 2.131

SHEET NUMBER
M.3