

**PRINCE GEORGE'S COUNTY SUPPLIER DIVERSITY AND EQUITY PLAN
FOR
PUBLICLY SUBSIDIZED DEVELOPMENT PROJECTS**

Project Title: _____

County Subsidy: **TBD**

Developer: **Petra Development**

Address: _____

Email: **ANDREW@LIVEPETRA.COM** **Phone:** **202-578-1157**

This **Supplier Diversity and Equity Plan** ("Plan") is entered into by and between Prince George's County, Maryland ("County"), a body corporate and politic, on behalf of the Prince George's County Department of Housing and Community ("DHCD") and the Developer identified above.

WHEREAS, in November 2022, Prince George's County ("County") established the Diversity and Equity Policy for Publicly Subsidized Development Projects ("Policy"). The Policy and the associated requirements are detailed in Section 10-335 of the Prince George's County Code ("Code").

NOW, THEREFORE, in consideration of promises and herein exchanged and other good and valuable consideration, the parties hereby agree as follows:

A **Project Description:** (PROVIDE A BRIEF STATEMENT ABOUT THE PROJECT AND IDENTIFY THE LOCATION.)

National View (the "Project") is a mixed-use development project that includes approximately 1567 multi-family residential units, to include a mixture of affordable, senior and market-rate units, as well as commercial/retail space, a daycare center, and a grocery store, along with associated structured parking. The vacant, unimproved properties that comprise the subject site consist of fifty four (54) parcels that are located on the western edge of Forest Heights, Md and adjacent to the capital Beltway and its interchange with Indian Head Highway (MD route 20)(the "Property"). These parcels, totaling 20 +/- acres, collectively comprise the subject site.

The construction of the Project will be transformative to the surrounding community

and create significant economic development in the area through the completion of a new grocery store and other commercial/retail space. The Development will have a “main street” that extends from the new traffic circle at the property’s entrance north to the 6th building. The buildings are located along the east side of the main street with Oxon Cove Park located on the west side. The street will be lined with a variety of mixed-use buildings, plazas, parklike open spaces, and lush landscaping for an active people-centric community development. Most of the parking for the residents and shoppers will be located within structured parking garages that are lined with residential units, building entrances, and amenities to conceal the vehicles from view from the main street. The Project represents a large financial benefit to the County at full build out, creating full-time permanent jobs, a significant portion of which are expected to be held by County residents.

Petra Development (the “Developer”), in partnership with Harbor View Development, LLC (the “Owner”), is committed to the principle that County-based business enterprises (“CBBs”), County-based small businesses (“CBSBs”), minority business enterprises (“MBEs”) and County-based minority business enterprises (“CMBEs”) must be afforded the opportunity to participate in the economic transformation of the County created by the project.

The developer intends to manage the construction of the project in a manner to achieve contracting participation by CBBs, CBSBs, MBEs and CMBEs.

B. Plan Monitoring and Oversight:

The County MBE Compliance Manager ("Compliance Manager") and the Supplier Development and Diversity Division ("SDDD") will monitor this Plan for compliance with the Policy. The Compliance Manager can be contacted at:

Jonathan Mason
MBE Compliance Manager
Prince George's County Council
1301 McCormick Drive- Room 3-169
Largo, MD 20774

The County SDDD can be contacted at: (<https://mypgc.diversity.compliance.com/>)

This Plan reflects the commitment of the Developer of the Project to maintain compliance with the Policy through the award of contracts for work and services to eligible, certified business entities.

C. Definitions

"Best Efforts" means actions taken by the Developer in a true and genuine attempt to achieve compliance with and to further the intent and purpose of this Plan, without any design to deceive or defraud Prince George's County, Maryland or the intended beneficiaries of this Plan or to otherwise undermine the intent of this Plan.

"Construction" means the scope of work detailed in a contract between the Developer and General Contractor to construct and/or renovate the Project subject to this Plan.

"County-Based Business (CBB)" means a business whose principal place of operation, as determined by Prince George's County, Office of Central Services, is located within the County.

"County-Based Minority Business Enterprise (CMBE)" means an MBE or DBE whose principal place of operation, as determined by the Prince George's County Office of Central Services, is located within the County.

"County-Based Small Business (CBSBI)" means a business that meets the requirements of Section 10A-161(b) of the Prince George's County Code and whose application for certification as a County-based small business is approved by the County's Purchasing Agent.

"County-Located Business (CLBI)" means a business (subject to verification by the Prince George's County Office of Central Services), that:

- (a) has a County Office or pays applicable County property taxes; and
- (b) either has at least:
 - (1) five (5) FTE employees in the County Office for **full** duration of the County Office's lease,
 - (2) three (3) FTE employees in the County Office, with at least two (2) of the FTE employees being County Residents, for the minimum required duration of the County Office's lease (as specified in the definition for County Office), or
 - (3) three (3) FTE employees **in** the County Office, if such business has an ownership interest **in** the building.

"County Resident" means a citizen or legal resident whose primary residence and domicile is within Prince George's County, Maryland.

"County Subsidy" means funds, grants, conditional loans, contracts, loans, tax abatements (including payments in lieu of taxes, known as PILOTs), tax credits, land transfers (if sold or transferred for consideration below fair market value), exemptions in-whole or in-part from fees or surcharges, and tax increment financing awards, received from or administered by a County agency or the County government (also including quasi-public entities established or regulated by the County Code, including, but not limited to, the Housing Authority, Redevelopment Authority, and the Revenue Authority). Net present value shall be used in calculating the value of a county subsidy.

"County-Subsidized Project or "Project" means any real estate or property development or redevelopment in the County that receives a county subsidy and is developed, in whole or in part, by an entity that is not a unit of the Prince George's County Government. The application of this definition is subject to the restrictions of federal and state law. Public-private-partnerships (P3s) that receive a county subsidy are County-subsidized projects for the purposes of this Section, with the requirements of Subsection (b), below, applying to any repair, maintenance, and renovation procurement in the service or maintenance phase of such projects.

"Developer" means the individual or entity awarded a county-subsidy for the development or

redevelopment, in whole or part, of the Project identified in this Plan.

"Development Costs for Construction" means the costs associated with the scope of work detailed in a contractor between the Developer and Contractor to construct and/or renovate the Project subject to the requirements identified in this Plan.

"Disadvantaged Business Enterprise (DBE)" means a for profit small business concern that is:

- (a) 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and
- (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

"General Contractor" means the entity or individual contracting directly with the Developer to assume all or substantially all of the responsibility to oversee and complete construction and or renovation of the Project subject to the requirements set forth in this Plan.

"General Contractor Team" means the General Contractor and one or more businesses that are County-based minority business enterprises and or Locally-owned and Operated Business individual or business entities contracting with the Developer to assume all or substantially all of the responsibility to oversee and complete the construction and or renovation of the Project subject to requirements set forth in this Plan.

"Locally-Owned and Operated Business (LOB)" is a County-based Business that is also a County resident-owned business as defined in Subtitle 10A of the Code.

"Minority Business Enterprise (MBE)" means:

- (a) any entity or business that is at least fifty-one (51%) percentage owned and controlled by one (1) or more Minority Individuals (or, in the case of any publicly owned corporation, at least fifty one percent (51%) of the stock of which is owned by one (1) or more Minority Individuals) and is managed or operated on a daily basis by one of such individuals; and
- (b) either is certified by:
 - (1) one of the following authorized third-party organizations: (A) MOOT, (B) Washington Metropolitan Area Transit Authority, (C) Business Enterprise National Council, (D) Women Business Enterprise National Council, (E) Pan Asian Chamber of Commerce (or any other organization with similar certification authority),
 - (2) any Federal agency as an MBE, or
 - (3) the Prince George's County Office of Central Services as an MBE.

"Minority Individuals" means only individuals who are members of the following groups:

- African Americans (Black Americans) which includes persons having origin in any of the Black racial groups of Africa;

- Asian-Pacific Americans, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the US Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- Subcontinent Asian Americans, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;
- Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin regardless of race;
- Native American which includes persons who are American Indian, Eskimos and Aleuts, or Native Hawaiians;
- Females, regardless of race, ethnicity or origin; and
- Veterans and Service-Disabled Veterans

"Compliance and Reporting Plan" means the initial and subsequent quarterly reports prepared and submitted by the Developer to the Compliance Manager to demonstrate compliance with this Plan and to identify individual certified firms and the dollars paid to these business and other relevant information as required by the Compliance Manager, in consultation with SDDD.

D. Requirements and Participation Goals

The Developer hereby agrees to comply with the following requirements and participation goals ("Goals") as follows:

- (i) At least thirty percent (30%) of the Development Costs for Construction (including the design, demolition/site work, and building stages) of the County-Subsidized Project shall be paid to County-Based Small Businesses (CBSB) and/or Locally-Owned and Operated Businesses (LOB), including at least twenty percent (20%) of design costs if applicable. In this Section, "design" includes architectural, engineering, and design work, excluding in-house design costs.
- (ii) Use Best Efforts to achieve at least twenty-five percent (25%) of the Development Costs for Construction (including the design, demolition/site work and building stages) of the County-Subsidized Project shall be paid to County-Based Minority Business Enterprises. As a minimum, the Developer shall demonstrate its Best Efforts, as defined above, to meet this Goal.
- (iii) The General Contractor Team for the Project shall include one or more businesses that are County-Based Minority Business Enterprises (CMBE) and/or Locally-Owned and Operated Businesses (LOB).
- (iv) As applicable, the Construction services (including the design, demolition/site work, and building stages) for at least twenty-five percent (25%) of the total work hours on the

Project shall be worked by County Residents, including at least twenty percent {20%} of the total work hours of workers in the specialty trades (defined as "specialty trade contractors" in the North American Industry Classification System (NAICS) being worked by County Residents.

- (v) If the Project includes residential ownership units and utilize real estate listing agents, real estate appraisers, closing agents, settlement and/or title companies for the sale of one or more of the units, the primary place of business for these agents and companies shall be in Prince George's County.
- (vi) The Developer must submit an initial Report, as defined below, that documents services allocated and or available for qualified, certified business entities and the work opportunities for County Residents to comply with this Plan approximately ninety (90) days prior to the scheduled closing on construction financing.
- (vii) The Developer must identify the individual responsible for administering this Plan and their duties and responsibilities approximately ninety (90) days prior to the scheduled closing on construction financing.
- (viii) Payment to CMBEs, MBE, LOB, CBSB and CBB shall be made in accordance with the lawful terms of a fully negotiated and executed contract between the Developer (or if appropriate, the General Contractor Team) no more than forty-five (45) days after satisfactory completion of the scheduled work.

The Developer shall take reasonable steps to ensure the Goals set forth in this Plan are shared with qualified, certified business entities in Prince George's County through the use of advertisements, solicitations of bids, discussion, negotiation communicate, and other reasonable best practices.

If applicable, subcontractors interested in submitting bids for contracts associated with the Project will be informed of the requirements of the Code and the Goals of this Plan. The Developer and or the General Contractor Team shall monitor achievement of the Goals through a monthly review of the awarded contracts and a review of potential contracting opportunities for participation will be conducted.

EXCLUSIONS

The following is a list of exclusions for the Southern Avenue "The Promise" Prince George's Project. During period of performance of the Project there may be other exclusions that will need to be review by the County Compliance Manger and the Developer.

- Utilities (payments to Utility Provider)
- Utility tap fees and utility provider fees
- Funds Expended in an emergency
- Stormwater piping materials
- Stormwater retention structures
- Sanitary / Sewer piping materials

- Bioretention materials
- Forced water main piping materials
- Dry Utility off-site fabricated material - Power Duct Bank
- Retaining Walls
- Structural Concrete (Site concrete will be included in participation plan)
- Redi-mix Supply
- Pre-cast concrete structure and wall panels
- Pre-cast storm structures
- Structural steel
- Escalators
- Elevators
- Offsite construction of Prefabricated units inclusive of materials used for same
- Offsite construction of fabricated wall panels and floor panels inclusive of framing, sheathing and air-vapor barrier
- Cross Laminated Timber (sourced from EU and used in place of CMU for stair towers and core)
- Offsite construction of mechanical, electrical, plumbing, and fire protection rough-in
- Pre-hung Windows and Doors, installed off in offsite constructed panels
- Electrical Switch Gear, Generator, Panelboards, Breakers, CT / Meter Cabinets, Light Fixtures
- Fire Pumps
- Trash Chutes
- Payments to government (including permits, taxes, and any incurred cost where the government is the sole provider of that good or service)
- Land Acquisition Cost
- Insurance Premiums use for the purpose of underwriting the project
- Monies and Vendors (Architecture, Civil Engineering, General Contracting, third party inspections, Engineering, material testing) expended or contracted before the execution of this agreement.
- Supply Only - Millwork and Cabinets (install not excluded)
- Supply Only - Appliances (install not excluded)
- Supply Only – LVT / flooring finishes (install not excluded)
- Supply Only – Ceramic Tile (install not excluded)
- Supply Only – Insulation (install not excluded)
- Supply Only – metal studs / framing (install not excluded)
- Supply Only – Rebar Materials

D. Recordkeeping and Reporting Requirements

The Developer shall establish and maintain records to establish a Compliance and Reporting Plan, which shall be subject to the Compliance Manager's review and approval, in consultation with the SDDD, that identifies the percentage of construction and or renovation services allocated for qualified, certified business entities and other information to demonstrate compliance with this Plan. The Developer further agrees to prepare and submit for the Compliance Manager's review and approval, in

consultation with the SDDD, an initial written report and subsequent quarterly reports (individually a "Report" and collectively "Reports") that document the Developer's efforts and progress in achieving the Goals set forth in this Plan. The initial Report shall be submitted for the Compliance Manager's review and approval, prior to the award disbursement of the County- subsidy and before commencement of construction for the Project. After commencement of the construction of the Project and beginning on the first to occur of January 1, April 1, July 1 and October 1 and every January 1, April 1, July 1, and October 1 thereafter during construction of the Project, the Developer shall prepare a quarterly Report that details the utilization of CBBs, CMBEs, CBSB and MBEs. The Report shall include the dollar amount of all contracts awarded by the Developer and/or the General Contractor Team to each identified CBB, CMBE, CBSB, LOB and on the Project and a description of the Developer's and/or General Contractor Team's efforts to improve performance if necessary. The Developer's prepared Reports must be a form and format approved by the Compliance Manager and include (i) the name of each CBB, CMBE CBSB, LOB and MBE and allocation of work and (ii) identify allocated work and payments made to date for Project construction and renovation services.

Failure to submit a Report on a timely basis may, at the discretion of the Compliance Manager, result in a penalty not to exceed \$1,000 each day such Report is late. Prior to any assessment offees, the Compliance Manager shall provide written notice of such failure to the Prince George's County Department of Housing and Community Development's (DHCD) designated Program Manager and the Developer. Thereafter, the Developer shall be provided a sixty (60) day period to cure such default.

E. Indemnification

The Developer shall defend, indemnify and hold harmless the County and its officers, employees and contractors (Collectively, the "Indemnitees" and, individually, an "Indemnitee") from and against any liability, losses, damages costs, expenses, claims, obligations, penalties and causes of action (including reasonable attorney fees, whether based upon negligence, misrepresentation, contract, implied or express warranty or any other principle of law, that are imposed upon, incurred by or asserted against the Indemnitees as a direct or indirect result of the Developer's performance under this Plan and or failure to comply with Policy and any applicable local, state and federal laws.

F. Compliance and Enforcement

The Developer shall comply with the requirements and Goals set forth in this Plan and submit Reports for the Compliance Manager's review, in consultation with the SDDD, for the duration of the construction and or renovation period under the Project.

The Developer understands and agrees that failure to comply with any requirement and or use Best Efforts to meet the Goals set forth in this Plan, as documented in a written notice from the Compliance Manager, that is not cured by the Developer within sixty {60} days after the receipt such notice ("Cure Period"), shall be deemed an "Event of Default." Upon the occurrence of an Event of Default, the County may pursue legal action that includes, but is not limited to, the restoration, or claw back or withholding of some or all the County subsidy for the Project as determined by resolution of the County Council and concurrence of the County Executive, in consultation with the County MBE Compliance Manager and the SDDD. The County further reserves the right to pursue injunctive relief and any other remedy it may have in law and equity upon the occurrence of an Event of Default.

(SIGNATURES APPEAR ON THE NEXT PAGE.)

IN WITNESS WHEREOF, the parties signed this Plan on the dates set forth below.

PRINCE GEORGE'S COUNTY, MARYLAND

Name of Authorized Official

Date

DEVELOPER

Name of Authorized Official

Date

CERTIFICATION OF COMPLIANCE

I certify that I reviewed this Supplier Development Diversity and Equity Plan ("Plan"), in consultation with the Supplier Development and Diversity Division ("SDDD"), for compliance with the requirements set forth in the Prince George's County Supplier and Equity Policy for Publicly Subsidized Development Projects ("Policy"), which is codified under County Code 10-335, and I hereby approved the Plan effective as of the date written below.

MBE Compliance Manager
Prince George's County Council

Date