

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES**



Contracts & Procurement Division



Purchase Order Agreement

Date: July 1, 2014

P.O. Number: TBA

THIS PURCHASE ORDER AGREEMENT is issued by the Government of the District of Columbia, acting by and through its **DEPARTMENT OF GENERAL SERVICES** (the "Department" or "DGS") to the Contractor listed below. Assuming this Purchase Order Agreement is countersigned by the Contractor without modification of any kind, it shall constitute a binding legal contract between the Department and the Contractor. The terms of this Purchase Order Agreement are as follows:

1. **Contractor.** This Purchase Order Agreement is being issued to Arbor Care Tree Experts, Inc. (the "Contractor").
2. **Items Purchased.** The Department desires to purchase, and the Contractor agrees to provide all demolition, labor, materials, and supervision necessary to provide site improvement services at Kalorama Park, located at 1875 Columbia Road, Washington DC 20009, in accordance with the scope of work set forth on **Exhibit A** (the "Contractor's Proposal").
3. **Price.** The Contractor will be paid a lump sum of \$9,705 for the services described herein. The fixed fees shall cover all services necessary to perform the scope of work. In no event shall the Contractor be paid more than this amount unless the Contractor is authorized to exceed this limit in advance and in writing by DGS' contracting officer.
4. **Delivery/Completion Date.** The work that is the subject of this Purchase Order Agreement shall be completed by July 31, 2014.
5. **Billing.** All invoices shall be submitted directly to the Department at the address specified above. Properly prepared invoices with the necessary backup shall be paid within thirty (30) days of receipt. Invoices not paid by that date shall bear interest in accordance with the Quick Payment Act.
6. **Insurance.** At all times while working under this Purchase Order Agreement, the Contractor shall maintain the following insurance: (i) a comprehensive general liability policy having a policy limit of at least One Million Dollars (\$1,000,000) and including completed operations coverage; and (ii) workers compensation coverage at the statutory limit. The comprehensive general liability policy shall be endorsed to add the District of Columbia, including, but not limited to, its Department of General Services, and the respective agents, employees and offices of each as additional insureds. The Contractor shall ensure that the comprehensive general liability policy, including, but not limited to, the completed operations coverage, is maintained for a period of at least three (3) years beyond the substantial completion of the project.
7. **Terms & Conditions.** The District of Columbia's Standard Contract Provisions shall be incorporated by reference into this Purchase Order. The Contractor will perform work in accordance

with the current edition of the International Building, Plumbing, Mechanical, Fire, Fuel, and Energy Conservation Code as adopted by the District of Columbia, and the current edition of the District of Columbia Construction Code Supplement, ordinances, and regulations, which are enforced by the District of Columbia and relevant federal agencies.

8. Special Provisions.

- a. **Inconsistent Terms.** The terms of this Purchase Order Agreement shall prevail over inconsistent provisions in the Contractor's proposal.
- b. **Standard of Care.** The Contractor shall perform its services consistent with the professional skill and care ordinarily provided by others practicing in the same or similar locality under the same or similar circumstances. The Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- c. **Indemnification.** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Department and the Department's consultants and agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
- d. **Ownership & Use of Documents.** Notwithstanding anything to the contrary in this Purchase Order Agreement or any prior agreement related to the Project, any design documents prepared by the Contractor and the architectural and engineering consultants engaged by the Contractor, any copies thereof furnished to the Contractor, and all other documents created in association with the Project shall become the sole property of the Department upon full payment of Contractor's fees then due under this Agreement, and shall not to be used by the Contractor, its subconsultants on other projects, or for additions to this Project outside the scope of the work, without the specific written consent of the Owner. The Department shall have the right to use such documents on other projects or for such other uses as the Department so determines. Any other use for other projects or purposes shall be at the Department's sole risk and without liability to the Contractor or the Contractor's consultants.

ISSUED BY:

By: 
Name: JW Latham
Title: Associate Director,
Contracts & Procurement Division
Contract Delegation: October 11, 2011

ACCEPTED BY:


By: 
Name: Kevin P. Clair
Title: President
Date: 7-1-14

Exhibit A



Shahrokh Ghahramani
DC Department of General Services
1250 U Street NW, 4th Floor
Washington, DC 20009

June 23, 2014

Job Name: DC Department of General Services 140620Q

Work Site: Kalorama Park (1875 Columbia Rd NW)
Washington, DC 20009

Proposed By: Kevin Clair

Proposed On: 6/20/2014

Mobile 703-835-1213 **Work** 202-478-2427

Item #	Plant	Service Description	Cost
1	Oak (White)	STRUCTURAL PRUNE (1) White oak (45"dbh) at the center of the Park - Crown clean dead or damaged branches 1-inch diameter and larger - Selectively reduce branch lengths by 3-5 feet as needed to reduce weight and wind resistance and improve structure - Remove all resulting debris	\$1680.00 Initial Here: <input type="text"/>
2	Oak (White)	VERTICAL MULCH W/ AIRSPADE (1) White oak (45"dbh) at the center of the Park - Soil aeration by blowing holes 6-8 inches deep, 2 feet on center, throughout the root zone using pneumatic excavation. Aeration holes are backfilled with Leaf-Gro (an organic compost and root stimulant) to condition soil, reduce stress and improve plant health!	\$1390.00 Initial Here: <input type="text"/>
3	Oak (White)	DOUBLE RATE of BIOSTIMULANT (1) White oak (45"dbh) at the center of the Park - Soil inject the designated tree(s) with a double-rate of root growth biostimulant containing humic acid, sea kelp extract, yucca wetting agent and chelated micronutrients for improving soil condition and promoting root growth. Material: Double-rate of root growth biostimulant Timing: One (1) application timed appropriately. The method of treatment is a liquid suspension soil injected using a pressurized tank and soil probe (pump set @ approx. 150-200 PSI). Injection sites are spaced 2.5 to 3 feet o.c. with approximately 1/2 gallon of material per injection site. Treatment area on average covers at least the canopy width of the tree(s).	\$695.00 Initial Here: <input type="text"/>
4	Oak (White)	LIGHTNING PROTECTION (1) White oak (45"dbh) at the center of the Park - Install a lightning protection system consisting of standard copper tree conductor cable (100ft) which will extend from the top of the tree, down the length of the trunk and extend 10 feet out from the tree base, and attach to (1) 8-foot grounding rod driven into the ground. (*Note: per the ANSI A-300 standards, the customer is urged to schedule a certified arborist to perform a visual inspection of the lightning protection system once a year, and a climbing inspection once every five years)	\$1450.00 Initial Here: <input type="text"/>

- | | | | |
|---|-------------|---|---|
| 5 | Oak (White) | <p>BORER SPRAY SUMMER.</p> <p>(1) White oak (45"dbh) at the center of the Park</p> <p>- Thoroughly spray the trunk and main scaffold limbs of the designated tree to help prevent and/or suppress an infestation by borer and/or bark beetle species. These pests take advantage of trees stressed due to environmental and/or cultural problems such as drought, soil compaction, poor drainage, mechanical damage, etc.</p> <p>Material: Registered Insecticide</p> <p>Timing: One application in Summer</p> <p>Note: Since bark beetle and borer activity occurs beneath the bark, it is difficult to control. Usually, more than one application is required to be aggressive enough to help reduce populations. It is advisable that once a tree is heavily infested, remove it immediately, and treat remaining like trees to help reduce migration. Should there be any appreciable rainfall within (1) hour following treatment, a repeat application will be made at no additional cost to the customer.</p> <p>Note: Customer shall gain approval for treating portion(s) of listed tree(s) which overhang into neighboring properties in order to facilitate a thorough job. Unless otherwise indicated by initialing below, treatment will only be performed on portion(s) of tree(s) which are entirely on customer's property. Initial approval for neighboring properties:</p> <p>_____</p> | <p>\$450.00</p> <p>Initial Here: <input style="width: 80px; height: 20px;" type="text"/></p> |
| 6 | Oak (White) | <p>BORER SPRAY FALL.</p> <p>(1) White oak (45"dbh) at the center of the Park</p> | <p>\$450.00</p> <p>Initial Here: <input style="width: 80px; height: 20px;" type="text"/></p> |
| 7 | Oak (Red) | <p>PRUNE AS SPECIFIED</p> <p>(1) Red oak (40"dbh) along the east walkway entrance to Park</p> <p>- Crown clean dead or diseased branches 2-inches in diameter and larger</p> <p>- Remove all resulting debris</p> | <p>\$600.00</p> <p>Initial Here: <input style="width: 80px; height: 20px;" type="text"/></p> |
| 8 | Oak (Red) | <p>VERTICAL MULCH W/ AIRSPADE</p> <p>(1) Red oak (40"dbh) along the east walkway entrance to Park</p> <p>- Soil aeration by blowing holes 6-8 inches deep, 2 feet on center, throughout the root zone using pneumatic excavation. Aeration holes are backfilled with Leaf-Gro (an organic compost and root stimulant) to condition soil, reduce stress and improve plant health!</p> | <p>\$860.00</p> <p>Initial Here: <input style="width: 80px; height: 20px;" type="text"/></p> |
| 9 | Oak (Red) | <p>DOUBLE RATE of BIOSTIMULANT</p> <p>(1) Red oak (40"dbh) along the east walkway entrance to Park</p> <p>- Soil inject the designated tree(s) with a double-rate of root growth biostimulant containing humic acid, sea kelp extract, yucca wetting agent and chelated micronutrients for improving soil condition and promoting root growth.</p> <p>Material: Double-rate of root growth biostimulant</p> <p>Timing: One (1) application timed appropriately. The method of treatment is a liquid suspension soil injected using a pressurized tank and soil probe (pump set @ approx. 150-200 PSI). Injection sites are spaced 2.5 to 3 feet o.c. with approximately 1/2 gallon of material per injection site. Treatment area on average covers at least the canopy width of the tree(s).</p> | <p>\$450.00</p> <p>Initial Here: <input style="width: 80px; height: 20px;" type="text"/></p> |

10	Oak (Sawtooth)	STRUCTURAL PRUNE	\$1680.00
		(1) Sawtooth oak (37"dbh) at the south central area of park	Initial Here: <input type="text"/>
		- Crown clean dead or damaged branches 1-inch diameter and larger	
		- Selectively reduce branch lengths by 3-5 feet as needed to reduce weight and wind resistance and improve structure	
		- Remove all resulting debris	

Subtotal: \$9,705.00

Customer Signature

Date

Total:

Deposit:

This agreement is made on 6/23/2014, (the "AGREEMENT"), by and between ARBORCARE, Inc., a Maryland corporation (the "COMPANY") and Shahrokh Ghahramani and its successors and assigns (the "CUSTOMER"). WHEREAS, the CUSTOMER and the COMPANY desire to enter into this AGREEMENT for purposes of setting forth the terms and conditions under which (i) the COMPANY shall provide certain services on behalf of the CUSTOMER as more particularly described in the SCHEDULE OF SERVICES set forth above and incorporated by reference HEREIN (the "SERVICES"), and (ii) in consideration thereof, the CUSTOMER agrees to timely pay to the company the amount set forth on the SCHEDULE OF SERVICES (the "CONTRACT PRICE"). NOW THEREFORE, in consideration of the foregoing and the covenants set forth herein, the CUSTOMER and the COMPANY agree as follows:

1. Subject to the qualifications and restrictions set forth herein, the COMPANY agrees to diligently pursue the SERVICES to completion in accordance with the SCHEDULE OF SERVICES, however, the company shall not be responsible or liable to the CUSTOMER nor shall the CUSTOMER be relieved of performance of its obligations for delays in the completion of the SERVICES caused by any of the following events or causes (each of which shall be deemed an event of Force Majeure): (i) acts of neglect or commissions or omissions of CUSTOMER; (ii) Acts of God, such as earthquakes or fire; (iii) stormy or inclement weather; (iv) extra work ordered by customer; (v) inability to secure materials through regular recognized channels; (vi) the discovery of concrete or other foreign matter in the trunk or branches; (vii) rock, pipe or other electrical lines encountered in excavations; (viii) active hornet or wasp nests or bee hives; or (ix) any other conditions not apparent at the time of the execution of this Agreement or any other causes beyond the COMPANY'S control.

2. Immediately upon completion of the SERVICES by the COMPANY, the CUSTOMER agrees to pay to the COMPANY the full unpaid balance of the CONTRACT PRICE. If the full amount of the CONTRACT PRICE remains unpaid for a period of greater than ten (10) business days, ~~the CUSTOMER shall be responsible for the payment of (i) the balance of the CONTRACT PRICE; (ii) an eighteen percent (18%) per annum interest charge on the unpaid balance of the CONTRACT PRICE; and (iii) the payment of all of the court costs and reasonable attorney's fees incurred by the COMPANY in its efforts to collect the unpaid balance of the CONTRACT PRICE, if any.~~

3. The CUSTOMER warrants that services listed in the SCHEDULE OF SERVICES and the specific trees which they cover are located upon real property owned by CUSTOMER. In the event that the CUSTOMER does not rightfully own the real property in which the services have been performed, the CUSTOMER represents and warrants that it shall have obtained requisite permission from the rightful owner of said real property. ~~Should any tree be mistakenly identified as to ownership and no permission is obtained by CUSTOMER for the performance of the SERVICES, the CUSTOMER agrees to indemnify and hold the COMPANY harmless from and against any and all costs, liabilities or damages incurred as a result thereof.~~

4. In the event that the COMPANY discovers that additional work appears necessary to complete the SERVICES due to unforeseen circumstances ("ADDITIONAL WORK"), including but not limited to, the discovery of concrete or other foreign matter in the trunk or branches, rock, pipe or electrical encountered in excavations, active hornet or wasp nests or bee hives, or any other conditions not apparent at the time of the execution of this AGREEMENT, the COMPANY shall promptly notify the

CUSTOMER of such situation and shall determine, in advance, what additional cost need to be added to the CONTRACT PRICE. This additional cost shall be determined by the actual cost of the ADDITIONAL WORK, plus the COMPANY'S usual fee for overhead and profit. The company shall do no ADDITIONAL WORK without the prior written authorization of the CUSTOMER. If the CUSTOMER declines to authorize the ADDITIONAL WORK, the CUSTOMER shall promptly pay over to the COMPANY an amount equal to the proportionate contract price of the work performed.

5. CUSTOMER shall grant free and unobstructed access to the PREMISES in order to perform the SERVICES at all reasonable times during the day. COMPANY and its workmen shall not be expected to keep gates closed for animals or children. The CUSTOMER hereby understands the nature of the SERVICES and agrees that the COMPANY shall not be responsible for any liability or damage to turf, herbaceous plants/flowers or woody plants adjacent to work areas and/or premises or any improvements located thereon, other than damage directly caused by the negligence of the COMPANY or its workmen.

6. The COMPANY shall have sole control of its workmen and personnel including any subcontractors. The CUSTOMER shall not issue any instruction otherwise interfere with the COMPANY'S workmen or personnel. The CUSTOMER shall not negotiate for additional work with the COMPANY'S workmen without the prior consent of the managing arborist.

7. The COMPANY hereby represents that it is presently insured for liability resulting from injury to persons or property and that all employees are covered by Worker's Compensation. Upon request by the CUSTOMER, COMPANY shall provide CUSTOMER with a copy of COMPANY'S certificate of insurance.

8. In the event that the SERVICES include chemical spray applications, the COMPANY shall be responsible for the proper application of any spray formulation commonly used in the tree maintenance industry to control specific problems involving trees, shrubs or plants. However, the COMPANY is not held liable for any unforeseen or abnormal reactions resulting from the use of such sprays, nor for allergic or other reactions by pets or persons.

9. ~~This AGREEMENT shall be constructed in accordance with, and governed by the laws of the~~ **District of Columbia.**

10. The rights and obligations created hereunder shall inure to and bind the heirs, administrators, executors, successors and assigns of the COMPANY and the CUSTOMER.

11. ~~This AGREEMENT (and the SCHEDULE OF SERVICES) constitutes the entire agreement of the parties with respect to the SERVICES. No other agreement, oral or written, pertaining to the SERVICES exists between the parties.~~

12. LIMITED WARRANTY. THE COMPANY WARRANTS THAT FOR A PERIOD OF SIX (6) MONTHS AFTER THE DATE THE SERVICES ARE COMPLETED, THE MATERIALS AND WORKMANSHIP PROVIDED BY THE COMPANY, AS SPECIFIED IN THE AGREEMENT, WILL BE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP. THE EXTENT OF LIABILITY UNDER THIS LIMITED WARRANTY IS LIMITED TO THE REPAIR OF DEFECTS IN WORKMANSHIP AND MATERIALS OR THE REPLACEMENT OF DEFECTIVE MATERIALS PROVIDED BY THE COMPANY. THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY THE COMPANY GIVES. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

See
Section
5 of
POA

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



Contracts & Procurement

Purchase Order Agreement

Date: May 18, 2012

P.O. Number: TBA

THIS PURCHASE ORDER is issued by the Government of the District of Columbia, acting by and through its **DEPARTMENT OF GENERAL SERVICES** (the "Department" or "DGS") to the contractor listed below. Assuming this Purchase Order is countersigned by the contractor without modification of any kind, it shall constitute a binding legal contract between the Department and the contractor. The terms of this Purchase Order are as follows:

1. **Contractor.** This Purchase Order Agreement is being issued to David Volkert & Associates Engineering, P.C. ("Contractor").
2. **Items Purchased.** The Department desires to purchase, and the Contractor agrees to provide architect/engineer consulting services related to the Kalorama Park Improvements (the "Project"). In general, this includes: (i) reviewing existing documentation; (ii) investigating existing conditions for compliance; and (iii) providing recommendations for improvements, as is more fully set forth on Exhibit A.
3. **Price.** For the services as specified on Exhibit A, the Contractor shall be paid a fixed lump sum of \$9,995.80. This will be Contractor's sole compensation for the work described herein. In no event shall the Contractor be paid more than \$9,995.80 for the work authorized herein unless the Contractor is authorized to exceed this limit in advance and in writing by Department's contracting officer.
4. **Delivery/Completion Date.** The work that is the subject of this Purchase Order Agreement shall be completed no later than three (3) weeks after execution of this Purchase Order Agreement.
5. **Billing.** All invoices shall be submitted directly to the Department at the address specified above. Properly prepared invoices with the necessary backup shall be paid within thirty (30) days of receipt. Invoices not paid by that date shall bear interest in accordance with the Prompt Payment Act.
6. **Terms & Conditions.** The District of Columbia's Standard Contract Provisions shall be incorporated by reference into this Purchase Order. The Contractor will perform work in accordance with the building codes currently in effect in the District of Columbia and the 2008 edition of the District of Columbia Construction Code Supplement, ordinances, and regulations, which are enforced by the District of Columbia and relevant federal agencies.
7. **Insurance.** At all times while working under this Purchase Order Agreement, the Contractor shall maintain the following insurance: (i) a comprehensive general liability policy having a policy limit of at least One Million Dollars (\$1,000,000) and including completed operations coverage; (ii) workers compensation coverage at the statutory limit; and (iii) errors and omissions policy having a policy limit of at least Two Million Dollars (\$2,000,000). Other than the errors and omissions policy, such

policies shall be endorsed to add the District of Columbia, including, but not limited to, its Department of General Services, and the respective agents, employees and offices of each as additional insureds.

8. Special Provisions.

- A. Inconsistent Terms.** The terms of this purchase order shall prevail over inconsistent provisions in the Contractor's proposal.
- B. Standard of Care.** The Contractor shall perform its services consistent with the professional skill and care ordinarily provided by others practicing in the same or similar locality under the same or similar circumstances. The Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- C. Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Department and the Department's consultants and agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
- D. Ownership & Use of Documents.** Notwithstanding anything to the contrary in this Purchase Order or any prior agreement related to the Project, any Design Documents prepared by the Contractor and the architectural and engineering consultants engaged by the Contractor, any copies thereof furnished to the Contractor, and all other documents created in association with the Project shall become the sole property of the Department upon full payment of Contractor's fees then due under this Agreement, and shall not to be used by the Contractor, its subconsultants on other projects, or for additions to this Project outside the scope of the work, without the specific written consent of the Owner. The Department shall have the right to use such documents on other projects or for such other uses as the Department so determines. Any other use for other projects or purposes shall be at the Department's sole risk and without liability to the Contractor or the Contractor's consultants.

ISSUED BY:

ACCEPTED BY:

By: 

Name: JW Lanum

Title: Interim Associate Director,
Contracts & Procurement Division

Contract Delegation: October 11, 2011

By: 

Name: Dennis C. Morrison

Title: Senior Vice President

Date: 5-25-12



www.volkert.com
5028 Wisconsin Avenue, NW
Suite 403
Washington, DC 20016
202.237.6269
Fax: 202-237-6279

April 24, 2012

Mr. Brent Sisco, Landscape Architect
District of Columbia Parks and Recreation
1480 Girard Street, N.W.
Washington, D.C. 20010

Re: Project Name: Kalorama Park Improvements

Mr. Sisco:

Per your request, Volkert would like to submit this proposal for the improvements to Kalorama Park. The scope of work includes the following:

1. Review existing documentation
2. Investigate existing conditions for compliance
3. Provide recommendations for improvements

The proposed fee for these services is \$9,995.80.

Volkert is ready to begin this work immediately upon receipt of your Notice to Proceed. If there are any questions, please do not hesitate to contact us. We look forward to serving the District.

Sincerely,
DAVID VOLKERT & ASSOCIATES ENGINEERING, P.C.

A handwritten signature in black ink that reads "Dennis C. Morrison". The signature is written in a cursive, flowing style.

Dennis C. Morrison, P.E.
Sr. Vice President

cc. Oliver Boehm and Cesar Vargas (Volkert)

Office Locations:

Mobile, Birmingham, Foley, Alabama • New Orleans, Louisiana • Ft. Walton Beach, Miami, Tampa, Florida • Dalton, Georgia Chattanooga, Tennessee • Alexandria, Virginia • Washington, DC

April 24, 2012

PROJECT: KALORAMA PARK IMPROVEMENTS
for
DISTRICT DEPARTMENT OF PARKS AND RECREATION
and
THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

DESCRIPTION OF WORK

The District Department of Parks and Recreation (DPR) has requested David Volkert & Associates Inc. (Volkert) to provide a proposal for the scope of work and fees required to complete the following tasks:

1. Review existing documentation
2. Investigate existing conditions for compliance
3. Provide recommendations for improvements

SCOPE OF SERVICES

On September 16 - 2011, Volkert discussed the scope of work for the improvements of Kalorama Park at the site. On January 25, DPR informed Volkert that a change in the proposal is required and requested a revised proposal.

Please note that this proposal is not related to the work of the original contract for Kalorama Park. DPR terminated the original contractor's contract (C+E Services). Approximately one year later, DPR hired a new contractor to complete the improvements and perform several additional tasks. It is our understanding that the work of the second contractor has been completed at this time.

The current conditions at the site are different than the original design documents developed by Volkert. The original documents included:

- November 21, 2008: Bid Set
- January 30, 2009: Revised per DDOE comments
- March 19, 2009: Revised per DC WASA comments

During the first contractor's construction process, a set of documents was developed with multiple addenda with the latest date of November 6, 2009.

During the second contractor's contraction process, a stepped timber retaining wall was added to the project. Volkert does not have any documentation of this change and was unaware of this direction.

The work outlined below is recommended to successfully improve the current conditions on the site.

April 24, 2012

TASK 1 – Review existing documentation

Volkert will review the Drawings outlined above and emails sent to Volkert by DPR on October 21, 2011 showing pictures of work conditions during the first contractor's work.

TASK 2 – Investigate existing conditions for compliance

Volkert will investigate the existing conditions within the limit of work. This will include using the soil test dated April 19, 2011. This soil test was request by DPR during the first contractor's period of construction. It showed that the contractor did not follow the design. This soil test was not included in the scope of work and therefor was submitted as a change order which has not been processed by DPR. Work in this scope includes a visual analysis of soil samples of the existing soil (Total of 3 to a depth of 48" max.), field work investigation, and verification of design documentation compliance.

TASK 3 – Provide recommendations for improvements

Volkert will provide a series of recommendations describing the required work needed to comply with the design shown in the drawings dated November 6, 2009 including the retaining wall work which was directed by DPR. The recommendations may include items such as sodding, weeding, mulching, soil removal, new soil installation, etc.

DELIVERABLES

Volkert will describe the conditions and recommendations in the form of a technical memorandum which may include photographs and measurements, as well as a written description of the required work. **The technical memorandum is not intended to be used for construction or obtaining permits.** The intent of the technical memorandum is to inform the District of the work required to meet the design intent shown in the Contract Documents dated November 6, 2009.

EXPECTED SCHEDULE

Work is expected to be completed within one month of Notice to Proceed.

CONDITIONS AND ASSUMPTIONS

Volkert will perform the field work weather permitting. No As-Built drawing will be provided. No Specification and Drawings will be provided. Should the District wish to advance the recommendations of the technical memorandum, Volkert is available to assist under a new task order or a modification to the existing contract. Options may include creating a new set of Construction Documents under a Design-Bid-Build scenario or monitoring the activities of a contractor under a Design-Build scenario.

PROPOSED FEE

Volkert proposes a lump sum fee in the amount of \$9,875.80 labor and \$120.00 in ODC's totaling \$9,995.80. We will invoice monthly based on percentage completion of tasks.

PROJECT: KALORAMA PARK IMPROVEMENTS
WASHINGTON, D.C.

FEE SUMMARY

CLASSIFICATION	MAN-HOUR	RATE	COST
VOLKERT LABOR			
Sr. Landscape Architect/Sr. Engineer			\$3,925.90
Landscape Designer / Jr. Engineer			\$5,949.90
TOTAL DIRECT COST			\$9,875.80
OTHER DIRECT COSTS (ODC's)			
Misc. ODC (Printing, mileage, materials)			\$120.00
ODC's TOTAL			\$120.00
GRAND TOTAL			\$9,995.80

**PROJECT: KALORAMA PARK IMPROVEMENTS
WASHINGTON, D.C.**

VOLKERT MAN-HOUR ESTIMATES

TASK No.		DESCRIPTION OF TASK	Sr. LA / Engineer	Land Des./ Jr. Eng.	TOTAL
1	1	0 DESIGN DEVELOPMENT			
		1 Review existing documentation	2	6	8
		2 Investigate existing conditions	10	30	40
		3 Provide recommendations for improvements	10	30	40
		TOTAL	22	66	88

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES**



Contracts & Procurement Division

Purchase Order Agreement

Date: April 25, 2014

P.O. Number: TBA

THIS PURCHASE ORDER AGREEMENT is issued by the Government of the District of Columbia, acting by and through its **DEPARTMENT OF GENERAL SERVICES** (the "Department" or "DGS") to the Contractor listed below. Assuming this Purchase Order Agreement is countersigned by the Contractor without modification of any kind, it shall constitute a binding legal contract between the Department and the Contractor. The terms of this Purchase Order Agreement are as follows:

1. **Contractor.** This Purchase Order Agreement is being issued to Macris, Hendricks & Glascock, P.A. (the "Contractor").
2. **Items Purchased.** The Department desires to purchase, and the Contractor agrees to provide one hundred percent (100%) construction documents in accordance with Exhibit A ("Statement of Work") in order to implement various site improvements at Kalorama Park, located at the intersection of Columbia Road, Kalorama Road, and 19th Street, NW, Washington DC 20009. In general, these services include: (i) participating in two (2) community meetings regarding the implementation of site improvements; (ii) performing a topography and boundary survey; (iii) performing a field investigation and providing additional recommendations to the Department as to how to implement the site improvements; (iv) developing the following plans: (A) a demolition plan; (B) a site and utility plan; (C) a grading plan; (D) landscape and hardscape plan; (E) a soil management plan; and (F) a sediment control and stormwater management plan; (v) providing arborist services necessary to complete the scope of work; (vi) providing geotechnical engineering services necessary to complete the scope of work; and (vii) archaeological monitoring. A copy of the Contractor's proposal is attached hereto as Exhibit B. The parties acknowledge and agree that the Department has chosen to exercise the add/alternate for the Contractor to perform geotechnical engineering services, as further explained on Exhibit B.
3. **Price.** The Department shall pay the Contractor a fixed lump sum of \$66,020 for the services described herein and in the Statement of Work. Such amount includes a fixed lump sum of \$8,000 to attend two (2) community meetings; \$11,000 to perform a topography and boundary survey; \$7,500 to complete a landscape and hardscape plan; \$5,500 to complete a grading plan; \$10,000 to complete a sediment control and stormwater management plan; \$1,500 to complete specifications; \$5,000 to provide arborist services necessary to complete the scope of work; and \$17,520 to provide geotechnical engineering services in accordance with Exhibit B. The fixed fee shall cover all architectural, engineering and other services necessary to perform the scope of work. In addition, an allowance of \$3,000 is established for archaeological monitoring services; and an allowance of \$1,200 is established for reimbursable expenses (printing, out-of-town travel, postage, and long distance phone calls will be reimbursable at cost and without markup of any kind). For any additional


services that may be required, the Contractor shall be paid on an hourly basis in accordance with the rates set forth on Exhibit B. In no event shall the Contractor be paid more than \$70,220 for the work authorized herein unless the Contractor is authorized to exceed this limit in advance and in writing by the Department's contracting officer.

4. **Delivery/Completion Date.** The work that is the subject of this Purchase Order Agreement shall be completed as soon as possible. The concept design and other deliverables required by Paragraph 1 of this Purchase Order Agreement shall be completed and submitted to the Department no later than sixty (60) days of issuance of this Purchase Order Agreement.
5. **Billing.** All invoices shall be submitted directly to the Office at the address specified above. Properly prepared invoices with the necessary backup shall be paid within thirty (30) days of receipt. Invoices not paid by that date shall bear interest in accordance with the Prompt Payment Act.
6. **Insurance.** At all times while working under this Purchase Order Agreement, the Architect shall maintain the following insurance: (i) a comprehensive general liability policy having a policy limit of at least One Million Dollars (\$1,000,000) and including completed operations coverage; (ii) an errors and omissions policy having a policy limit of at least Two Million Dollars (\$2,000,000); and (iii) workers compensation coverage at the statutory limit. The comprehensive general liability policy shall be endorsed to add the District of Columbia, including, but not limited to, its Department of General Services, and the respective agents, employees and offices of each as additional insureds. The Contractor shall ensure that the comprehensive general liability policy, including, but not limited to, the completed operations coverage, is maintained for a period of at least three (3) years beyond the substantial completion of the Project.
7. **Terms & Conditions.** The District of Columbia's Standard Contract Provisions shall be incorporated by reference into this Purchase Order. The Contractor will perform work in accordance with the latest adaptation of the International Building, Plumbing, Mechanical, Fire, Fuel, and Energy Conservation Code existing at the time of this Purchase Order Agreement, which is currently expected to be the International Building Code 2006 version, and the 2008 edition of the District of Columbia Construction Code Supplement, ordinances, and regulations, which are enforced by the District of Columbia and relevant federal agencies.
8. **Special Provisions.**
 - a. **Inconsistent Terms.** The terms of this purchase order shall prevail over inconsistent provisions in the Contractor's proposal.
 - b. **Standard of Care.** The Contractor shall perform its services consistent with the professional skill and care ordinarily provided by others practicing in the same or similar locality under the same or similar circumstances. The Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
 - c. **Indemnification.** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Department and the Department's consultants and agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly

employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

- d. **Ownership & Use of Documents.** Notwithstanding anything to the contrary in this Purchase Order or any prior agreement related to the Project, any design documents prepared by the Contractor and the architectural and engineering consultants engaged by the Contractor, any copies thereof furnished to the Contractor, and all other documents created in association with the Project shall become the sole property of the Department upon full payment of Contractor's fees then due under this Agreement, and shall not to be used by the Contractor, its subconsultants on other projects, or for additions to this Project outside the scope of the work, without the specific written consent of the Owner. The Department shall have the right to use such documents on other projects or for such other uses as the Department so determines. Any other use for other projects or purposes shall be at the Department's sole risk and without liability to the Contractor or the Contractor's consultants.

ISSUED BY:

By: 
Name: JW Lamm
Title: Associate Director,
Contracts & Procurement Division
Contract Delegation: October 11, 2011

ACCEPTED BY:

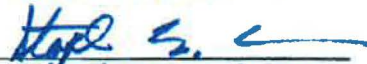
Macris, Hendrick & Galascek, P.A.
By: 
Name: Stephen E. Cram
Title: Vice President
Date: April 23, 2014

Exhibit A

Narrative Scope of Work





**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES**

**STATEMENT OF WORK FOR DESIGN SERVICES
AT KALORAMA PARK**

LOCATION

Kalorama Park is a 3-acre triangular park located at the intersection of Columbia Road, Kalorama Road, and 19th Street, NW in Ward One of Washington, DC.

SCOPE OF WORK

The Architect/Engineer (A/E) shall provide all necessary labor and services as required to achieve 100% construction documents for the work described below:

- Provide full design and engineering services including site surveys as required.
- Review existing condition assessment and recommendations in Volkert Report.
- Perform field investigations necessary to confirm the existing site conditions. Utilize reference documentation available (Volkert Report) and provide additional recommendations.
- Meet with and coordinate the requirements of the project with authorities having jurisdiction, including: Project Manager, Department of Parks and Recreation (DPR) and the community.
- Make changes in design necessary to obtain approval from authorities having jurisdiction, without additional compensation to A/E.
- Prepare presentation materials and meet with community and public officials to achieve support for the design. The selected firm will meet with the Kalorama community at 50% completion of the construction documents and then again at 100%. The selected firm shall listen to comments from the community and incorporate any pertinent information provided during the community meetings. An additional community meeting might be required.
- Produce construction documents per site surveys as well as implement Volkert Report recommendations and A/E recommendations, as approved by the Department and DPR.
- Select and modify construction documents per DGS/DPR and community input.

PROGRAM REQUIREMENTS

- Provide Soil Replacement Recommendations.
- Provide Landscaping Design as needed.
- Provide Planting Plan.
- Provide Berm Design.
- Provide Soil Management & Plan.
- Provide Walkway/Pavement Design.
- Provide additional Hardscape Design.
- Provide drainage Design (Sediment & Erosion Control).
- Provide Standard and Specification for Vegetative Stabilization.
- Use low impact development storm-water management approaches; design must meet current storm water management regulations.
- Use native landscaping plantings.
- Use recycled/recyclable materials where possible.

SERVICES REQUESTED

Topo and Boundary Survey

The A/E shall be responsible for the collection, assessment and verification of existing conditions. The A/E shall conduct a complete site survey of the sites as required to successfully construct the spaces. At a minimum, the survey shall include boundary, topographical and utility data.

Design & Construction Documents

- The A/E shall meet with DGS and DPR as required to develop additional design ideas for the site.
- The A/E shall attend required community meetings to discern community requirements. Provide the team with meeting minutes of the activities and community feedback within three (3) business days.
- Provide preliminary designs for the site based on DGS and DPR input.
- Work with DGS and DPR to review designs and incorporate any design changes.
- Work with DGS and DPR to select a preferred design based on DGS/DPR review and community feedback.
- Develop and Provide 100% Construction Documents;
- Provide project renderings including: aerial view, elevations, and others if required; and
- Coordinate with District of Columbia State Historic Preservation Officer's (DC SHPO), per their standards and guidelines, with respect to the need for an archaeological survey. The actual Phase 1 archaeological survey is not included in the base bid scope of work, as explained below.

Geotechnical Study

The A/E may be required to conduct a geotechnical study to determine soil and subsurface engineering properties and suitability for the proposed design and to make appropriate recommendations to DGS. If directed, the A/E shall perform up to eight (8) soil borings, and the A/E would present all findings in a report to DGS. Please submit an add/alternate price for this work as specified in the Request for Quotation.

Phase I Archeological Survey

The A/E may be asked to conduct a Phase I archeological survey of the site in accordance with the DC SHPO standards and guidelines. Please provide an add/alternate price for this work as specified in the Request for Quotation.

SCHEDULE

The A/E team shall complete and deliver the Construction Documents no later than sixty (60) days from Notice to Proceed.

ATTACHMENTS

Attachment A – Volkert Technical Memo 1 – Site Investigation Notes
 Attachment B – Volkert Technical Memo 2 – Recommendations
 Attachment C – Kalorama Erosion Project Presentation
 Attachment D – Site Aerial

DRAFT

David Volkert & Associates Engineering, P.C.

ENGINEERS • LANDSCAPE ARCHITECTS • PLANNERS • ENVIRONMENTAL SCIENTISTS

5028 Wisconsin Ave., NW, Suite 403, Washington, DC 20016

Phone: (202) 237-6269, Fax: (202) 237-6279, E-mail: dc@volkert.com

TECHNICAL MEMO 1 - SITE INVESTIGATION NOTES

PROJECT: Kalorama Park

Volkert No. 230405.60

DATE OF INVESTIGATION: June 6, 2012

1:00 pm - 4:00 pm

LOCATION: Project Site

DATE OF REPORT: June 18, 2012

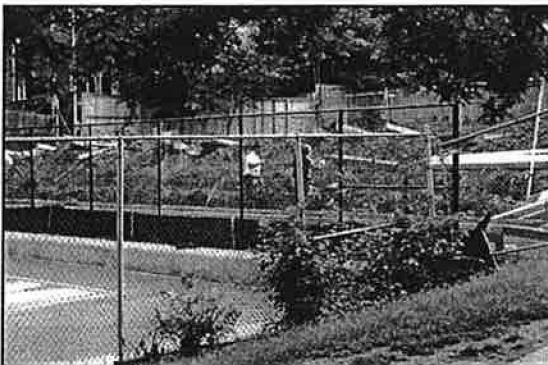
Prepared by: Oliver Boehm and Bereket Merzi, Volkert



ATTENDEES AT MEETING:

Name	Organization	Attendance
Brent Sisco	Department of Parks Recreation (DPR)	X
Bereket Merzi	Volkert, Inc.	X
Oliver Boehm	Volkert, Inc.	X

Task 1: Review of Existing Documentation: Photographs of previous construction activities provided by DPR.



Photographs of construction of timber retaining wall.



Photographs of construction debris and soil medium below lawn and planting areas.