

Discussion Item

Storm Water Management & Erosion Control RFP



christopher
consultants



**REQUEST FOR PROPOSALS: CONSULTANT AND DESIGN SERVICES
SUPPORT FOR INNOVATIVE APPROACHES FOR STORMWATER MANAGEMENT
AND EROSION CONTROL**

Parkfairfax Unit Owners Association
Due: Wednesday, December 9, 2020, 4:00PM

A.- B. NAMES AND RESUMES OF INDIVIDUALS PROVIDING SERVICES



ANDY GORECKI, PE, LEED AP, DBIA PRINCIPAL

Andy Gorecki has over 24 years of civil engineering experience. Andy is experienced in processing re-zonings, special use permits, preliminary plans and final construction plans for numerous projects throughout Northern Virginia. He has been responsible for the design of storm drainage, sanitary sewer and water supply facilities for residential and commercial projects. He has also provided project management services between client and review agencies.

FIRM:
christopher consultants

YEARS EXPERIENCE:
24 overall / 24 with christopher

EDUCATION:
BS, Civil Engineering,
Virginia Polytechnic Institute
and State University

PROFESSIONAL ACTIVITIES:
DBIA Program Chair

PROFESSIONAL REGISTRATIONS

Professional Engineer, VA, WV

RELEVANT PROJECTS

- George Mason University Stormwater Master Plan, *Fairfax, VA*
- Frying Pan Park Improvements, *Fairfax, VA*
- Fairfax County Park Authority Term Contract, *Fairfax County, VA*
- Arlington Parks Term Contract: Glencarlyn Park, Henry Clay Park, Jennie Dean Park, *Arlington, VA*
- Warwick Pool, *Alexandria, VA*



KATHRYN MCDANIEL, PE ASSOCIATE

Kathryn McDaniel has over nine years of experience in civil engineering. Kathryn is responsible for designing, completing and submitting engineering drawings, preparing construction plans and SWM/BMP design. She has performed work throughout Northern Virginia with an expertise in stormwater management, including holding certifications as a DEQ Stormwater Combined Administrator.

FIRM:
christopher consultants

YEARS EXPERIENCE:
9 overall / 9 with christopher

EDUCATION:
BS, Civil Engineering, Virginia
Polytechnic Institute and State
University

PROFESSIONAL REGISTRATIONS

Professional Engineer, VA, MD | DEQ Stormwater Combined Administrator

RELEVANT PROJECTS

- George Mason University Stormwater Master Plan, *Fairfax, VA*
- Town of Haymarket Town Engineer, *Haymarket, VA*
- Frying Pan Park Improvements, *Fairfax, VA*
- Fairfax County Park Authority Term Contract, *Fairfax County, VA*
- Arlington Parks Term Contract: Glencarlyn Park, Henry Clay Park, Jennie Dean Park, *Arlington, VA*





ELI GOLDMAN, PE ASSOCIATE

Eli Goldman has over nine years of experience in Civil Engineering. Eli is responsible for designing, completing, and submitting engineering drawings, preparation of construction plans and SWM/BMP design. He has extensive experience working on projects in Alexandria, Virginia and is an expert on stormwater management and Alexandria regulations.

FIRM:

christopher consultants

YEARS EXPERIENCE:

9 overall / 9 with christopher

EDUCATION:

BS, Civil Engineering, Syracuse University

PROFESSIONAL ACTIVITIES:

Urban Land Institute (ULI)
Washington - Young Leaders
NAIOP

PROFESSIONAL REGISTRATIONS

Professional Engineer, VA

RELEVANT PROJECTS

- Hoffman 4/5, *Alexandria, VA*
- The Thornton, *Alexandria, VA*
- The Modera Tempo, *Alexandria, VA*
- Oakville, *Alexandria, VA*
- Cameron Park, *Alexandria, VA*
- Jennie Dean Park, *Arlington, VA*
- Warwick Pool, *Alexandria, VA*



TARIQ HAMID, PHD, PE GEOTECHNICAL ENGINEER

Tariq Hamid has 28 years of experience in geotechnical engineering. His area of expertise include geotechnical engineering, structures condition assessments, pavement analysis and design, slope stability, and design of earth retaining structures. Tariq has performed several studies that require condition assessments and protection of structures, and recommendations for remedial measures.

PROFESSIONAL REGISTRATIONS

Professional Engineer: VA, MD, DC, TX, WV, CT

RELEVANT PROJECTS

- Condition Survey of Lockheed Martin Headquarters Building Retaining Wall, 700 N. Frederick Ave, *Gaithersburg, MD*
- Condition Assessment of Poplar Point Shaft Tremie Slab, Blue Plains Tunnel Project, *Washington, DC*
- Condition Survey, Lyon Village Park Retaining Wall, 1800 North Highland Street, *Arlington, VA*
- DC Clean Rivers Project - Division I - Main Pumping Diversion, Ground Movement and Protection of Structures Memorandum (GMPSM), *Washington, DC*
- Route 772 Bridge Approach Slab Settlement Study, Dulles Greenway - Route 772 Interchange, *Loudoun, VA*

FIRM

Dulles Geotechnical and Materials Testing Services

YEARS EXPERIENCE:

28 overall / 8 with DG

EDUCATION:

PhD, University of Oklahoma
MS, Civil Engineering, NED University
BS, Civil Engineering, NED University

PROFESSIONAL ACTIVITIES:

ASCE, ASHE



C. ADDRESSING THE ELEMENTS OF THE SCOPE OF WORK AND OUTCOMES

christopher implemented our established project scoping process for Parkfairfax: we performed a thorough review of the RFP, visited the project site, and clarified scope and requirements with the potential client. We met with Mark Miller and Alonzo Alexander at the Parkfairfax site on November 10, 2020 to discuss scope and project understanding, and to visually observe areas of concern in the community. We also added a subconsultant, Dulles Geotechnical & Materials Testing Services, Inc. (DGMTS), who is a Disadvantaged Business Enterprise (DBE), to provide a condition assessment of the soils and retaining wall, and to develop innovative best practices to remediate problem soil areas. Based on our meeting with Parkfairfax and the RFP, our plan for this project is as follows:

Overall Project Management

christopher's management approach is based on the following fundamentals:

- **Prompt Response** - Respond within 24 hours of notice to proceed by email and schedule a face-to-face kickoff meeting.
- **Resource Allocation** - Dedicated project manager and technical staff availability.
- **Consistency** - Common procedures and standards across projects
- **Efficiency** - Effective management of multiple task orders.
- **Cost Effectiveness** - Weekly progress reports and monthly financial performance review.
- **Communication and Coordination** – Coordination between the Parkfairfax and the christopher team is critical to the overall performance of the project. christopher commits to effectively communicating with Parkfairfax through an open and ongoing relationship.

The Project Manager will provide a draft project schedule at the kickoff meeting and finalize the schedule after the meeting. This schedule will be referenced in all other meetings to evaluate progress of the project. Project review meetings and weekly status meetings will be held regularly throughout the course of the project, and all members of the project team will have an opportunity to review the progress of the work. These meetings allow the project manager to frequently check on the performance, schedule and allocated resources of the project. Financial performance will be regularly reviewed to confirm the project is within the established budget.

Over our 38 years of performing engineering, surveying and land planning services, christopher has developed a detailed Quality Assurance (QA) / Quality Control (QC) program and process. This program includes an extensive library of project design checklists for each application we prepare, including special exception plats, site plans, feasibility studies, easement plats and constructability review for construction plans. All of our projects go through our QA/QC program. We maintain the checklists throughout the project and our employees are required to have their work products reviewed by an in-house third party for constructability prior to incorporation of their work into contract deliverables. **christopher has a precise, sophisticated and thorough internal review process that ensures a quality product is produced on time and within budget.**

Task 1 – Comprehensive Plan

Our scope for Task 1 begins with a kickoff meeting with Parkfairfax to discuss the schedule of activities and anticipated deliverables. Our team will review area geology maps, City soil survey maps and available plans, subsurface data, and other pertinent documents provided by Parkfairfax prior to completing a site visit. We will visit the site to document stormwater and erosion control issues. This site visit is anticipated to take place over two days. During the site visit, we will observe and document existing slope conditions, erosion/sloughing, seepage, existing and potential surface runoff conditions. Our team will use customized condition survey forms that will include notes describing the existing conditions such as locations of seepage, broken bricks, asphalt pavement cracks, and other signs of distress. Selected distress areas will be photographed. The site conditions review will be completed based on the visual observations from the existing ground surface. No invasive exploration will be undertaken, and nothing will be removed to reveal hidden conditions.

C. ADDRESSING THE ELEMENTS OF THE SCOPE OF WORK AND OUTCOMES

The christopher team will prepare a site map identifying the location of each issue and a level of severity for each location. We will work with Parkfairfax to identify the location of the critical factors in determining the levels of severity. Levels of severity will include recommendation to monitor the situation, maintain current conditions and/or implement suggested improvements. Areas of concern will include, but are not limited to areas with ponding water, visible and/or potential slumping, slope creep of abatement areas, and potential problem soils based on soils maps. We will then prepare a draft report and schedule a meeting with Parkfairfax to discuss the results. Based on the results of that meeting, we will finalize the report.

Task 2-Develop Best Practices

Based on the existing information, we will develop best practices using innovative design and construction techniques and provide recommendations for improvements to stormwater and erosion control issues. We will also include anticipated design and maintenance costs based on each of these potential solutions. We will prepare a draft report of recommendations with the preliminary selected practices and schedule a meeting with Parkfairfax.

After the meeting we will finalize the report with the selected practices. Anticipated techniques that may be used include, but are not limited to:

- directing flows using terracing, cribbing or structural retaining walls
- rain gardens or other types of retention areas
- underground cisterns or rain barrels
- vegetative swales
- permeable pavement
- other types of geosystems

These types of systems will be selected based on site specific conditions or overall drainage issues. We will utilize Alexandria's Green Infrastructure Initiatives, the Virginia Stormwater Best Management Practices Clearinghouse, the Virginia Stormwater Management Handbook, the Virginia Erosion and Sediment Control Handbook and past experience to provide appropriate recommendations for the community.

Task 3 – Design Charrette

Once tasks one and two are complete, we will proceed to prepare for the design charrette with the condo association board and community. We anticipate this meeting to be virtual based on current conditions. This meeting can be hosted either using the client's platform or our platform (GoTo Meeting or Microsoft Teams). During the design charrette we will take and compile input from the community. We will then discuss the meeting with the client and prepare a summary report based on the community input.

Task 4 – Determine Two Pilot Sites

Task 4 will include recommending two pilot sites based on availability for the work to be done, cost, community input and other identified factors by Parkfairfax. We will meet with Parkfairfax to finalize the two pilot sites. One factor to consider when selecting the pilot sites is any project disturbing more than 2500 sq ft will be required to submit plans to the City of Alexandria for review, approval and permits.

Task 5 – Site Plans for Selected Pilot Projects

Task 5 will include the development of construction plans and specifications for the selected pilot sites. As defined by the scope of this project, christopher will develop the estimated costs for providing designs, bidding documents, and construction administration of the two projects under Task 4. Work to develop the design and bidding documents, as well as construction administration of the projects, may be completed under a separate work authorization for Task 5 following approval of the estimates.

D. EXPERIENCE TO PROVIDE SERVICES

Engaging Stakeholders

christopher's public outreach efforts have consisted of successfully communicating technical aspects with residents and local governments, creating effective partnerships and alliances between key organizations and government, and improving communications between different stakeholders. A variety of public outreach avenues are offered such as focus groups, charrettes, stakeholder meetings, collaborate web sites, open houses and steering committees. We have participated in community discussions for Hoffman Town Center and Potomac Yard in Alexandria to keep the public informed on the future of the sites.

The current COVID-19 pandemic created challenges with getting input from various stakeholders due to restrictions on in-person meetings. christopher successfully transitioned from working in the office to having over 90 percent of our employees working remotely. We successfully use various platforms including Microsoft Teams, GoTo Meeting, WebEx and Zoom to stay connected with staff, jurisdictions, partners and clients. We will use appropriate platforms to connect everyone together for a successful project.

In the City of Alexandria, for example, we easily connect with City staff using Microsoft Teams. We have noticed more community input from the virtual community outreach as opposed to previous in-person outreach meetings. Overall, we have observed minimal slowdown for our projects due to COVID-19.

Regulatory Community

The pilot projects may not go through the City's Grading Plan submission process since only projects disturbing more than 2500 sq ft are required to be submitted to City of Alexandria for review, approval, and permits. christopher is very familiar with City of Alexandria requirements having processed over 300 plans through City. We have a strong relationship with City of Alexandria staff because of our years of experience in City of Alexandria and involvement in organizations such as the Northern Virginia Building Industry Association (NVBIA) and NAIOP Commercial Real Estate Development Association. Eli Goldman, PE is currently Co-Chair of the NAIOP Alexandria Sub-committee.

If any of the pilot projects require submission to City of Alexandria, christopher is very familiar with the submission process. If required, we will upload the submission document into APEX per the City's typical nomenclature. Once everything has been uploaded, we will inform the City and follow up to make sure everything has been routed to the appropriate reviewer. Any plan prepared will be in accordance with Alexandria's Green Infrastructure Initiatives, Virginia Stormwater Best Management Practices Clearinghouse, the Virginia Stormwater Management Handbook, the Virginia Erosion and Sediment Control Handbook and past experience.

The City of Alexandria stormwater regulations are based on the City's Municipal Separate Storm Sewer System (MS4) General Permit issued by Virginia Department of Environmental Quality (DEQ). We are experienced in DEQ requirements and DEQ certification programs for ESC and SWM inspectors, plan reviewers, and administrators. These certifications provide an in-depth review of the ESC and SWM requirements for performing inspections, reviewing and approving plans, and administration of a VESCP and VSMP program. Kathryn McDaniel, PE has completed all three of the certifications in the SWM program and is certified as a DEQ SWM Combined Administrator, as well as an ESC Program Administrator. She has a thorough understanding of the state ESC and stormwater regulations for water quality and quantity, and specific items to look for during inspections.

D. EXPERIENCE TO PROVIDE SERVICES

Design and Construction of Stormwater Infrastructure

With our full understanding of the regulatory process and years of experience preparing stormwater and erosion controls plans, christopher can design and assist in the construction contract administration of the stormwater infrastructure necessary to improve the drainage and erosion control issues at Parkfairfax. Below are a few projects that discuss our experience with stormwater and erosion controls.

Two recent projects in City of Alexandria where we provided stormwater management (SWM) designs and erosion control plans are Hoffman 4/5 and Cameron Park. The Hoffman 4/5 development consists of several residential buildings atop a podium building with retail and parking encompassing the project footprint. For this project, SWM was addressed using several underground facilities, tree wells and other innovative solutions. The Cameron Park project consists of a multi-family building with ground floor retail, a senior living building, townhouses and two new public streets. christopher completed a Coordinated Development District (CDD) rezoning, Conceptual plan, Preliminary Development Special Use Permit (DSUP) and three final Site plans. A complex BMP/SWM master plan was designed and implemented across the three parcels and two public roads.

We are also familiar with the flooding concerns along Four Mile Run. We are currently working on the redevelopment of Jennie Dean Park Arlington County. Several new parcels will be incorporated into the park to create a strong frontage along South Four Mile Run Drive and most of the park elements will be moved out of the Resource Protection Area along Four Mile Run while adding new casual use space throughout the park. We have also prepared a floodplain study to show the how the impacts along Four Mile Run at this location were reduced by providing stormwater facilities and reducing impervious surfaces.

At Henry Clay Park, another project we did for Arlington County, the playgrounds, basketball court and open play field were replaced and four (4) bioretention facilities were added. We used an innovative approach to bioretention basins by constructing them in concrete boxes like urban bioretention due to subsurface conditions.

christopher also holds a term contract with Fairfax County Park Authority (FCPA), where we worked on several maintenance projects to improve erosion along trails within the floodplain. christopher prepared Rough Grading Plans to upgrade the existing dirt and/or gravel trails to paved and/or concrete trails. We also assisted FCPA at Frying Pan Park, where improvements were necessary to improve drainage and prevent erosion problems by the riding ring. christopher provided a storm drain analysis, topographic survey and erosion control maintenance construction plan services to improve the park.

christopher also prepared Master Stormwater management plans for the INOVA expansion in Fairfax County and for George Mason University's Fairfax and Prince William campuses. This overall master plan experience will benefit Parkfairfax because reducing drainage issues throughout the development will need to be an overall approach that can be implemented over time. We also provided Alexandria City Public Schools site assessments for George Mason Elementary and Cora Kelly School. christopher provided identified SWM/BMP requirements for expansion or replacement of each school and provided requirements for temporary onsite classrooms.

E. REFERENCES

Ben A. Flood, *Development Manager*

Stonebridge
7200 Wisconsin Avenue, Suite 700
Bethesda, MD 20814-5332
email: flood@stonebridge.us.com
phone: 301-913-9610
project: Hoffman 4/5, Alexandria, VA

Melanie Mason, *Principal Planner*

City of Alexandria
301 King Street
Alexandria, VA 22314
email: melanie.mason@alexandriava.gov
phone: 703-746-4312
project: Stormwater review on plan submissions, multiple projects

Luke Vanbelleghem, *Project Manager*

LSG Landscape Architecture
1775 Greensboro Station Place, Suite 110
Tysons, VA 22102
email: lvanbelleghem@lsg.com
phone: 703-821-2045 x116
project: Arlington Parks Term Contract



christopher
consultants

engineering · surveying · land planning

PROJECT NAME: Parkfairfax Innovative Approaches for Stormwater Management and Erosion Control
CLIENT NAME: Parkfairfax Unit Owners Association
DATE: 12/8/2020
DISCIPLINES: Civil Engineering and Geotechnical Services
PROJ. #:

Subconsultant

[illegible]

christopher consultants, ltd.
Exhibit A
HOURLY and EXPENSE RATE SCHEDULE

ENGINEERING/PLANNING/LANDSCAPE ARCHITECT SERVICES

| | |
|---|----------|
| Vice President | \$285.00 |
| Group Leader | \$230.00 |
| Project Manager / Planning Manager | \$190.00 |
| Landscape Architect | \$190.00 |
| Certified Arborist | \$185.00 |
| Project Engineer / Project Landscape Designer / Project Planner | \$165.00 |
| Engineer/ Landscape Designer / Planner | \$150.00 |
| CAD Designer | \$130.00 |
| Engineering Technician | \$115.00 |
| Admin Assistant | \$ 80.00 |

SURVEYING SERVICES

| | |
|-----------------------------------|----------|
| Vice President | \$285.00 |
| Group Leader | \$230.00 |
| Project Surveyor | \$180.00 |
| Survey / Field Coordinator | \$175.00 |
| Surveyor | \$170.00 |
| Survey Technician | \$115.00 |
| 3D Scanner Survey Crew | \$235.00 |
| Survey Crew (Day) | \$180.00 |
| Survey Crew (Night) | \$250.00 |
| Survey Crew (Robotic) | \$150.00 |
| UAV/Drone Mapping Operator | \$140.00 |
| UAV/Drone Inspections Operator | \$130.00 |
| UAV/Drone Cinematography Operator | \$120.00 |

OTHER SERVICES

| | |
|--------------------------|----------|
| Expert Witness Testimony | \$400.00 |
| Land Use Specialist | \$325.00 |

REPROGRAPHICS AND OTHER REIMBURSABLE EXPENSES

| | |
|--|---------------|
| Reprographic Prints and Exhibits (prices per sq. ft.): | |
| Black and White Prints | \$ 0.40 |
| Bond Plots | \$ 1.50 |
| Black and White with Red Line | \$ 1.60 |
| Mylar | \$ 3.50 |
| Color Bond Plots/Digital Pictures | \$ 7.50 |
| Reimbursable Subconsultant Expenses | Cost plus 20% |
| Other Reimbursable Expenses | Cost plus 15% |

christopher consultants, ltd.
Exhibit B
TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal from christopher consultants, ltd. (christopher), a Virginia Corporation and into any additional change orders that may result from or are related to the Project.

1. **Standard of Care.** All services performed by christopher and its subsidiaries, independent professional associates, sub consultants and subcontractors shall be conducted with the same degree of care and skill ordinarily exercised by members of its profession practicing in the same location at the same time and under similar conditions. No guarantees or warranties are included or intended in this Agreement or in any representation, opinion or otherwise of christopher. The use of the word "certify," or "certification" or similar words by christopher in performance of its Services constitutes an expression of professional opinion regarding those facts or findings which are the subject of the statement, and does not constitute a warranty or guarantee, either expressed or implied. This representation and warranty are in lieu of all other warranties and representations, either express or implied.
2. **Client Duties and Responsibilities.**
 - i. The Client shall inform christopher of any special criteria or requirements related to the Project or christopher's Services and shall, in a timely manner, furnish at its cost any and all information in its possession relating to the Project, including reports, plans, drawings, surveys, deeds, topographical information or title reports. Some services included in the Scope may, in christopher's discretion, require a current title report, and if so, the Client shall timely and at its cost provide such current title report to christopher. christopher shall be entitled to rely on the accuracy and completeness of information provided by Client. Client shall indemnify, defend and hold christopher and its consultants harmless from any and all losses, damages, and claims of any nature that may in any way arise out of or in connection with the use by christopher of the tests, inspections, analyses, opinions, data, reports, materials and other information prepared by Client, Client's other consultants, contractors or other third parties and furnished to christopher in connection with this Project. christopher shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
 - ii. Client shall indemnify, defend, and hold harmless christopher from and against any and all claims, demands, losses, costs, and liabilities, including without limitation reasonable attorney fees and expense incurred by christopher, arising out of Client's breach of this Agreement or any act or omission by Client or a third party, with respect to any matter not included in the Scope or that is otherwise excluded from the responsibility of christopher pursuant to this Agreement.
 - iii. If Client or its consultants or contractor becomes aware of (i) any discrepancies, errors or omissions in the documents prepared by christopher, (ii) any unanticipated job or site conditions, (iii) any fault or defect in the Project or nonconformance with the design documents, or (iv) any proposed field revisions, prompt written notice thereof shall be given by Client to christopher.
3. **Suspension or Termination for Client's Breach.** In the event christopher does not receive payment when due, christopher may suspend or terminate services without breach of contract immediately upon giving Client written notice. In the event services are suspended or terminated, christopher has no obligation to deliver documents and any consequences (including delay) resulting from such suspension or termination are the sole responsibility of the Client. christopher shall be compensated for all services performed up to the date of termination together with all reimbursable expenses then due. Client has the obligation to return all documents if Client is in default under this Agreement. Failure of Client to make payments to christopher in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for christopher to either suspend or terminate services
4. **Betterment.** If due to christopher's breach of the standard of care any required item or component of the Project is omitted from christopher's construction documents, christopher shall not be responsible for paying the cost to add such item or component to the extent that it would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event shall christopher be responsible for any cost or expense that provides betterment, upgrade, or enhancement to the Project.
5. **Indemnification.** christopher and Client each agree to indemnify the other (including their respective owners, officers, employees, and representatives) from any and all damages, losses and expenses, including reasonable attorney's fees recoverable under applicable law, arising out of claims by third parties, but only to the extent caused by the other party's negligence. In addition, Client agrees to defend and indemnify christopher, including reasonable attorney's fees, for any and all delays, costs, losses, damages or claims arising from work performed by any third party hired by the Client or resulting from any outside information provided by Client to christopher which was incorporated into christopher's professional services.
6. **Limitation of Liability.** There are a variety of risks which potentially affect christopher by virtue of entering into this Agreement to perform professional services on Client's behalf. In order for Client to obtain the benefit of a fee which does not need to account for unlimited risks, Client agrees to limit christopher's liability to Client. To the fullest extent permitted by law, the total liability of christopher with regard to the Project under any and all theories of liability shall be limited to a maximum of one hundred thousand dollars (\$100,000), or the total amount paid to christopher under this Agreement, whichever is less. Limitations on liability provided in the Agreement are business understandings between the parties and shall apply to all theories of liability, including breach of contract or warranty, tort including negligence, strict or statutory liability, indemnity, or any other cause of action. The limits of liability may be negotiated with appropriate compensation to christopher. Each party waives consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any other person. No director, officer, stockholder, employee, representative or agent of christopher shall have any individual liability to Client. Notwithstanding the aforesaid, in the event any judgment is entered against any such individual, Client agrees to look exclusively to the assets of Christopher for satisfaction of said judgment.
7. **Ownership and Use of Documents.** Documents prepared by christopher are Instruments of Service for use solely with respect to this Project. christopher retains all common law, statutory and other reserved rights, including the copyright thereto. Client will not use or permit the reuse of the Instruments of Service except, as a condition precedent, by mutual agreement in writing with christopher. Provided Client is not in default under this Agreement, Client may retain copies solely for information and reference in connection with occupancy and maintenance of the Project. However,

- such documents are not intended or represented to be suitable for use by Client or others on extensions of the Project, for completion or implementation of the Project by others, or any other project. Client further agrees to waive all claims against christopher resulting in any way from unauthorized changes or use of the Instruments of Service or completion of the Project without christopher's involvement.
8. Coordination of Building Plans. If the Scope of Services includes preparation of site plans, site grading plans, subdivision plans, or similar plans that involve coordination with building plans (including architectural, mechanical, structural, or plumbing plans) to be prepared by others, the Client shall provide such building plans to christopher at such date and in a state that christopher deems necessary to allow christopher's timely performance of its services. Should the Client fail to so provide, christopher reserves the right to make reasonable assumptions regarding the building characteristics in order to timely perform its services. Any later revisions to christopher's plans required to coordinate with the building plans shall be subject to an additional fee via a change order.
 9. Earthwork, Quantity and Cost Estimates. Client expressly understands and agrees that, while christopher shall perform earthwork and quantity takeoffs with reasonable care and in a professional manner, christopher shall incur no financial liability for site earthwork imbalances. Earthwork quantities performed by christopher are for informational purposes only. The calculations may be for inclusion in erosion and sediment control plans as required by the local approving authority or for order of magnitude volume estimates. The quantities are established by comparing existing and proposed grades. Allowances may or may not have been provided for topsoil strip, pavements, sidewalk, building pad and footer thicknesses, or excess dirt from utility installation, and therefore cannot be considered detailed quantities. The accuracy of the estimates will be limited to the level of accuracy of the data used to prepare quantities and to the limitations of software.
 10. Environmental Regulations. Client acknowledges that regulations from the Federal Clean Water Act and other laws may impact on the Project and services provided by christopher and may require permits (which permits are Client's responsibility). Any liabilities or any revisions to the services or the Project, and any associated costs, subsequently caused by and/or resulting from environmental issues (said issues shall be reported to christopher), shall be the sole responsibility of the Client, who shall indemnify and hold christopher harmless for all claims and damages related thereto. Unless otherwise specifically addressed in this contract, christopher is directed to furnish its services on the basis that the Project has no wetlands or wetland/environmental impacts.
 11. Insurance. Client is obligated at all times to carry adequate liability, property, and fire insurance on the property where the Project is located and the Project. Client must present christopher with a certificate of insurance upon the signing of this Agreement. Client hereby releases Christopher from any liability for any loss or damage notwithstanding that such loss, damage or liability may arise out of the act or omission of christopher, if such loss or damage is covered by insurance benefitting Client or was required to be covered by insurance pursuant to this Agreement. This waiver shall survive termination of this Agreement. Should the Client make a claim, either directly or in a third party claim, against christopher, Client shall provide to christopher a written certification executed by an independent design professional currently practicing in the same disciplines as christopher and licensed in the jurisdiction where the Project is located, describing any claimed breach of the contract. Said certification shall contain the name and license number of the certifier, specify any act or omission that the certifier contends is a violation of the standard of care and provide the factual basis of the certifier's opinion that the act or omission constitutes such a violation.
 12. Disputes. Each of the parties irrevocably submits to the non-exclusive exercise of personal jurisdiction and venue before and in the state and federal courts located in the Commonwealth of Virginia identified in this Section 12 for the purposes of any suit, action, claim and/or proceeding arising out of or relating to this Agreement. In addition to, and as a condition precedent to litigation of any claims brought by the Client against christopher, the parties shall endeavor to settle claims or disputes by non-binding mediation, with the McCommon Group of Richmond, Virginia, unless the parties mutually agree otherwise. Any mediation shall be conducted in Virginia. If mediation fails to resolve the claims or disputes, then all claims, disputes or other matters in question arising out of or related to this Agreement shall be determined by the Fairfax County Circuit Court or the United States District Court for the Eastern District of Virginia (Alexandria Division). This Agreement shall be governed by the laws of the Commonwealth of Virginia. Any and all claims and/or causes of action between the parties arising out of or relating to this Agreement shall be brought by either party within two (2) years of substantial completion of the Project, termination of this Agreement or the applicable statute of limitations whichever is sooner.
 13. Termination. Either party may terminate this Agreement at any time due to the other party's material breach upon providing a ten (10) day written notice to the breaching party and an opportunity to cure. Upon termination, payment is required in full for all services rendered and expenses incurred through the date of termination. christopher shall not be required to release any documents, files, or work product until said payments have been made. In the event services are terminated or suspended due to the Client's breach, christopher has no obligation to deliver documents and any consequences (including delay) resulting from such termination or suspension is the sole responsibility of the Client. Client has the obligation to return all documents within its possession or control if Client is in default under this Agreement.
 14. Assignment. Neither party shall assign nor transfer its interest, or any claim arising under or related to this Agreement, including interest in and claims for any moneys due or to become due, without the written consent of the other party. Any assignment or transfer shall be deemed void and invalid, the assignee shall acquire no rights as a result of any such assignment and the non-assigning party shall not recognize any such assignment.
 15. Hidden Conditions. The Instruments of Service are based on observable conditions. A condition is hidden if it is concealed by existing finishes or cannot be investigated by reasonable visual observation. In the event christopher, in the performance of the services, uncovers a hidden condition, christopher shall not be responsible for costs associated with repairing, restoring, removing, or otherwise correcting said condition. christopher shall have no responsibility for hidden conditions or any subsequent damage to persons or property related to any hidden conditions. christopher will take reasonable precaution to avoid damage or injury to subterranean structures or utilities in the prosecution of this work. The Client agrees to advise christopher of known or suspected underground features which could affect the services to be provided. The Client agrees to have all underground utilities marked and uncovered prior to commencing any design or construction. The Client agrees to hold christopher harmless for damages caused to or by subterranean utility lines and structures which are not called to christopher's attention and/or which are not correctly shown on the plans furnished to christopher.
 16. Disclosure Rights. Client agrees that christopher has authority to use its name as a Client and a general description of the Project as a reference for other prospective Clients. With Client's written approval, christopher will be allowed to install a temporary sign not to exceed thirty-two square feet on the site.