



May 14, 2021

Mr. Mark Miller, CMCA ® AMS®  
General Manager  
Parkfairfax Condominium  
3360 Gunston Road  
Alexandria, VA 22302

RE: Parkfairfax – 547 and 725 Improvement Plans

Dear Mr. Miller:

christopher consultants, ltd. (christopher) is pleased to submit our Proposal for surveying, civil engineering and landscape architecture services on the project referenced above. christopher is familiar with the project having met with you and visited each project location. Upon verbal or written authorization to proceed, this Proposal, along with all attachments thereto, will constitute a binding agreement between christopher and Parkfairfax (Client).

The property associated with this project is more specifically identified as Parkfairfax Condominium located in City of Alexandria. The site contains approximately 132 acres and the current zoning of the property according to jurisdictional records is RB. It is our understanding that the anticipated use of the property for the purposes of this Proposal will be remain as condominiums. Below are the tasks necessary to provide designs to address the drainage improvements by building 547 and the courtyard improvements by building 725 as discussed during our meeting. Per our conversation, we are assuming both projects are maintenance projects that will disturb less than 2,500 square feet and therefore not required to be submitted to City of Alexandria for review.

The storm sewer inlet by building 547 appears to be inadequate to handle significant storm events. We will start with a topographic survey of the area followed by a review the drainage area, inlet capacity and storm sewer capacity at that location. After our review of the computations, we will provide a grading plan and retaining wall design to divert water away from this inlet if our analysis determines this is the best course of action. We will work with you during this process.

The courtyard by building 725 is denuded in several areas with roots from the existing trees present at the surface. Per our conversation, the existing trees prevent grass from growing in this area and we recommend providing a sidewalk to a hardscape element with landscaping in this area. We will start with a topographic survey of the area followed by a hardscape/landscape conceptual design for your review. After you select the desired concept, we will finalize the design.

**Basic Services Scope of Work.**

christopher shall provide the following services for the Project (the “Basic Services”):

christopher consultants  
9900 main street, suite 400, fairfax, va 22031

(p) 703.273.6820  
www.christopherconsultants.com

fairfax, va | manassas, va | leesburg, va | warrenton, va | richmond, va | lanham, md

\_\_\_\_\_ Initial

Scope of Services

**547 Drainage Improvements**

**Task 5021**

**Existing Conditions Survey**

Preparation of an existing conditions survey on a portion of the property outlined above and as shown on Exhibit C. The base map generated will be in accordance with City of Alexandria, Virginia standards and will be composed of the following tasks:

**Item 1: Datums**

Establish survey datums as required by local ordinances.

Horizontal Datum: Virginia State Grid North of 1983 (VCS 83-North)

Vertical Datum: North American Vertical Datum of 1988 (NAVD 88)

**Item 2: Topographic Survey**

In accordance with the minimum standards and procedures of surveys determining topography as described in Statute 18VAC10-20-382 of the Code of the Commonwealth of Virginia, christopher will provide an existing conditions survey utilizing conventional methods for approximately 0.2 acres of the referenced area and as shown on Exhibit C. The survey in general will include locating all visible above ground improvements, delineating major break-lines and collecting mass-points on the above described area, including overlap. A certified topographic survey will be prepared.

Horizontal Scale: 1" = 30' (50' grid)

Contour Interval: 2'

**Item 3: Storm and Sanitary Sewer As-Builts**

Locate and as-built storm and sanitary sewer structures within the area as shown on the attached exhibit. As this survey is in an urban environment, an as-built inspection camera will be used to obtain pipe sizes and materials. This data will be disposed of on the face of the survey and the photos taken with said camera will be given to the end user in .JPG format.

\$ 3,620.00 Lump Sum

This task does not include jurisdictional as-built requirements or certifications and is being done to facilitate civil engineering design.

**Item 4: One Call Utility Designating, Mapping and Horizontal Locations**

Utilizing the State's One Call Service, Miss Utility will determine the existence of as many public underground utilities as possible. christopher cannot guarantee the accuracy, quality or responsiveness of these providers and plans, if any, are provided. This task does not include jurisdictional as-built requirements or certifications and is being done to facilitate civil engineering design.

**Item 5: Tree Location Survey**

Locate and tag all 12" or greater trees in diameter at breast height (dbh) within the Survey limit as shown on Exhibit C. The tree line will be located for areas outside of the tree limit.

<b>Task 2025</b>	<b>Drainage Study</b> Review drainage area to existing inlet and storm sewer system and provide capacity analysis.	\$	3,270.00 Lump Sum
<b>Task 1010</b>	<b>Concept Design Plan</b> Prepare a concept design plan for the proposed improvement and anticipated drainage pattern.	\$	1,230.00 Lump Sum
<b>Task 2036</b>	<b>Grading Plan</b> Plan showing proposed grading associated with drainage improvements and elevations for the proposed retaining wall.	\$	2,950.00 Lump Sum
<b>Task 3073</b>	<b>Retaining Wall Design</b> Design a maximum two (2) feet tall Segmental Block/Gravity retaining wall at the subject project site. Includes review of the area geologic map and previous studies. Prepare wall design plans (11" x 17" size) including wall profiles, typical wall sections and details, and construction notes. The design computations and wall plans will be signed and sealed by a professional engineer registered in the Commonwealth of Virginia. Perform retaining wall design computations including global stability analysis.	\$	6,600.00 Lump Sum

**Task 3008 Meetings, Phone Conferences & Coordination**  
Meetings and phone conferences with the Client and project consultants as required or requested.

Hourly Rates Not to Exceed  
\$ 5,000.00  
Without Client Authorization

### 725 Courtyard Improvements

**Task 5021 Existing Conditions Survey**  
Preparation of an existing conditions survey on a portion of the property outlined above and as shown on Exhibit D. The base map generated will be in accordance with City of Alexandria, Virginia standards and will be composed of the following tasks:

\$ 3,620.00 Lump Sum

**Item 1: Datums**

Establish survey datums as required by local ordinances.

Horizontal Datum: Virginia State Grid North of 1983 (VCS 83-North)

Vertical Datum: North American Vertical Datum of 1988 (NAVD 88)

**Item 2: Topographic Survey**

In accordance with the minimum standards and procedures of surveys determining topography as described in Statute 18VAC10-20-382 of the Code of the Commonwealth of Virginia, christopher will provide an existing conditions survey utilizing conventional methods for approximately 0.3 acres of the referenced area and as shown on Exhibit C. The survey in general will include locating all visible above ground improvements, delineating major break-lines and collecting mass-points on the above described area, including overlap. A certified topographic survey will be prepared.

Horizontal Scale: 1" = 30' (50' grid)

Contour Interval: 2'

**Item 3: Storm and Sanitary Sewer As-Builts**

Locate and as-built storm and sanitary sewer structures within the area as shown on the attached exhibit. As this survey is in an urban environment, an as-built inspection camera will be used to obtain pipe sizes and materials. This data will be disposed of on the face of the

survey and the photos taken with said camera will be given to the end user in .JPG format. This task does not include jurisdictional as-built requirements or certifications and is being done to facilitate civil engineering design.

**Item 4: One Call Utility Designating, Mapping and Horizontal Locations**

Utilizing the State's One Call Service, Miss Utility will determine the existence of as many public underground utilities as possible. christopher cannot guarantee the accuracy, quality or responsiveness of these providers and plans, if any, are provided. This task does not include jurisdictional as-built requirements or certifications and is being done to facilitate civil engineering design.

**Item 5: Tree Location Survey**

Locate and tag all 12" or greater trees in diameter at breast height (dbh) within the Survey limit as shown on Exhibit C. The tree line will be located for areas outside of the tree limit.

<b>Task 1117</b>	<b>Hardscape/Landscape Conceptual Design</b> Provide three (3) color rendered illustrative plan options showing different design options for hardscape and landscape, including paving and seating layouts. Will show general layout and sizing of hardscape elements and plantings. Includes one (1) revision based on Client review.	\$	4,830.00 Lump Sum
<b>Task 2036</b>	<b>Grading Plan</b> Plan showing proposed detailed grading associated with hardscape/landscape improvements.	\$	3,270.00 Lump Sum
<b>Task 2011</b>	<b>Final Hardscape &amp; Landscape Construction Documents</b> <ul style="list-style-type: none"> <li>Hardscape plan for subject area with layout of pathways and any other hardscape elements as reflected in the approved conceptual drawing. Includes technical details of proposed hardscape elements, and selection of finish materials including paving, seat walls. Includes one (1) revision based on Client review.</li> </ul>	\$	8,780.00 Lump Sum

- Landscape plan for subject area showing location, species, size, and quantity of all plants to be installed. Includes details and specifications for planting installation. Includes one (1) revision based on Client review.

**Task 3008 Meetings, Phone Conferences & Coordination**  
Meetings and phone conferences with the Client and project consultants as required or requested.

Hourly Rates Not to Exceed  
\$ 3,500.00  
Without Client Authorization

**Additional Services.**

The Basic Services scope of work includes only those services expressly set forth in the “Basic Services Scope of Work” listed above. Additional services may be required if, due to the discovery of conditions and/or circumstances not readily apparent or prevailing when the Proposal was prepared, it is determined based on the professional judgment of christopher that the originally contracted services need to be expanded or revised. Additional services may also arise at the request of the Client, Client’s representatives, or other consultants, or as a result of reviewing authority’s comments. These reasons for additional services are not intended to be all inclusive and are listed only as examples of how the need for additional services may arise. Any additional services required will be performed pursuant to a change order. Change orders shall include a complete description of the additional services and the associated fee, if determinable in advance, and will be invoiced accordingly. Failure to determine a fee in advance shall not in any way negate Client’s obligation to pay for the additional services. It is understood that for expediency and efficiency in delivering services, Client may either verbally, or via electronic verification, authorize christopher to proceed with additional services. Such verbal or electronic authorization by any authorized representative of the Client with apparent authority shall constitute a binding agreement to proceed with the work and will be subject to the payment terms outlined in Compensation. If christopher submits a change order by giving notice to the Client, then the change order shall be deemed accepted by Client unless the Client gives notice to christopher that it rejects the change order not later than ten (10) business days after the Client receives the proposed change order.

**Exclusions.**

This Proposal expressly excludes the following services:

- Offsite work
- Taking into account offsite conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of onsite services
- Subsurface dry utility engineering (electric, gas, telephone, and cable) unless otherwise described in this Proposal
- Favorable or timely comment or action by any governmental agency
- The accurate location or characteristics of any subsurface utility or feature that is not clearly and entirely visible from the surface
- Structural design, including but not limited to design of retaining walls or of special drainage structures unless otherwise described in this Proposal
- Wetland permitting compliance, mitigation, or avoidance efforts during construction

- Soil, foundation, groundwater, and other subsurface investigation, conditions and cost/execution effects are not the responsibility of christopher and Client agrees to indemnify and hold harmless christopher for all claims and damages related thereto
- Re-stakes
- Offsite storm sewer, waterline, road, or sanitary sewer design, plats, or plans, not specifically listed above
- Geotechnical engineering, materials testing, soil borings or analysis, and location of soil borings
- Health Department or environmental feature locations
- Surveys for sight distance
- House grading plans
- Preparation of an environmental assessment
- Landscape architecture, arborist, or forestry services unless otherwise described in this Proposal
- Preparation of traffic studies, analysis, engineering, signal design, or impact statements
- Site lighting plans or designs other than standard ordinance required street lights
- Offsite stormwater designs or adequacy of drainage outfall analysis; surveys of downstream drainage areas or for adequate outfall analysis unless otherwise described in this Proposal
- Offsite utility capacity analysis
- Floodplain studies or coordination with FEMA
- Groundwater or hydrogeologic studies
- Water system analysis or fire flow analysis
- Archaeological studies
- Design or computation revisions due to County or State review comments, or due to amendments/changes in regulatory or land planning criteria or interpretation
- Redesign of site after initial layout has been provided to Client or Client's representative
- Preparation of earthwork estimate showing detailed cut and fill calculations based on existing and proposed grades
- Street signage or pavement marking plan, unless otherwise described in this Proposal
- Cost of permits to develop or build on the property
- Submittal fees
- Construction Administration
- Construction Contract Administration, unless defined in the scope services

This list is intended to identify all known exclusions at the time this Proposal is presented. However, it may not be all inclusive. Should other items arise that fall outside of the intended scope of this contract, yet are not listed herein, christopher will discuss such items with the Client to determine how christopher shall proceed.

#### **Client Provided Information and Assumptions.**

This Proposal has been prepared pursuant to the following Client provided information and assumptions:

- Permission to access property for the purpose of performing field surveys or onsite inspections
- Access to site is assumed to be free and clear
- We expect production for this project, including research, a field survey, and preparation of the deliverable and related tasks, to be completed within fourteen (14) calendar days of authorization to proceed. This schedule is available up to and including five (5) business days of the date of the proposal. If this contract is executed after the outlined days, a new timeframe may be considered for this work

- We will make a reasonable effort to maintain the agreed upon schedule; however, should the project be interrupted by technical problems beyond our control, including site access or limitations and weather, rescheduling may become necessary
- The entire disturbed area will be limited to 2,500 SF maximum, as to avoid triggering any stormwater management requirements
- Plan will not require approval from any federal, state, or local jurisdictional authority.

**Site Visitation.**

In the event the scope of services includes periodic site visits during the construction phase, christopher shall serve only in the capacity as a consultant to advise Client on issues involving progress and general design compliance. christopher does not assume any responsibility for the quality or timeliness of any contractor's work, job site safety, continuous on-site inspections, or any issues that fall outside of christopher's scope of services as defined in this Proposal.

**Compensation.**

The pricing for the professional services listed herein has been developed based upon the criteria required by City of Alexandria. Any hourly work will be performed pursuant to the hourly rates outlined in Exhibit A. These hourly rates are valid for a period of twelve (12) months from the date of this Proposal, after which they are subject to change with or without notice.

Day hourly rates are based upon a standard forty (40) hour work week, which consists of hours that may begin as early as 6:00 am, and end as late as 6:00 pm. Clients requesting work to be performed outside of these hours, or in excess of forty (40) hours, will be charged an overtime rate of one and one-half times the hourly rates listed in Exhibit A, unless the work being requested is field work. Field work performed outside of these hours will be charged at the Night Hourly field crew rate listed on Exhibit A. christopher will make every effort to accommodate a request for night or overtime work, but does not guarantee that personnel will be available to work outside normal working hours.

Invoices will be issued approximately monthly for work performed during the prior four or five week billing cycle. Payment is due upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the invoice date. If payment in full is not received by the due date, the unpaid portion of the invoice shall bear a late fee of one and one-half (1.5) percent of the past due amount per month, which shall be calculated from the invoice date. The Client expressly agrees that invoices will be paid in a timely manner and will not be contingent upon receipt of funds from third parties. All payments are to be mailed to: christopher consultants, Ltd., Attn: Accounts Receivable, 9900 Main Street, Suite 400, Fairfax, VA 22031.

If Client disputes any portion of an invoice, the Client will notify christopher in writing within thirty (30) days of the invoice date to: christopher consultants, Ltd., Attn: CFO, 9900 Main Street, Suite 400, Fairfax, VA 22031. If no such notice is provided, it is agreed that the Client deems the invoice is accurate and accepted. Payment of any invoice by the Client shall indicate Client's satisfaction with the services rendered.

Client agrees to pay for collection costs incurred by christopher due to failure to make payments when due. Collection costs include, but are not limited to, reasonable attorney's fees, collection agency fees and expenses, court costs, collections bonds and reasonable christopher staff costs at standard billing rates for christopher's time spent in efforts to collect. This obligation of the Client to pay christopher's



collection costs shall survive the term of this Agreement or any earlier termination by either party. Furthermore, Client hereby agrees to, and grants confessed judgment of any and all accounts not timely paid and declared in default.

Payment of invoices shall not be subject to any retainer, offset, back charge, liquidated damages, penalty, or discount by the Client. Any retainer paid by Client in advance of work performed shall be applied to the final invoice prepared for the Project.

christopher adheres to a minimum invoice amount of \$30.00. Whenever possible, any amounts falling below this threshold in a billing period will be held until the ensuing billing period. However, if no additional work is to be invoiced within a reasonable period, christopher will invoice the Client the minimum invoice amount and the Client agrees to pay said amount subject to the payment terms set forth herein.

#### **Reimbursable Expenses.**

Expenses incurred by christopher in relation to this Project shall be billed to Client at 1.15 times the amount expended by christopher and are separate from christopher's fee (hereinafter referred to as "Reimbursable Expenses"). Prints shall be billed pursuant to Exhibit A. Reimbursable Expenses include, but are not limited to the following:

1. Printing for Project coordination, authority reviews, bidding, or construction, or per the Client's requests.
2. Reproducible drawings, photocopies, documentation photographs.
3. Progress prints and plots, submission prints and plots, Client and/or contractor provided prints and plots.
4. Messenger and express courier deliveries.
5. Mileage at the current IRS rate.
6. Equipment rental, as approved by Client.
7. Testing services, as approved by Client.
8. Out of town travel and expenses (as necessary).
9. Permit fees, expeditor fees, survey documents, estimating fees, etc., as requested by Client.

Electronic data submitted to the Client, the Client's representative, or other consultants on behalf of the Client will be billed at a flat rate of \$95.00 for each transfer. Staff time required to convert electronic data from one format to another or for other extraordinary time needed to format data will be billed at the hourly rates listed in Exhibit A.

#### **Retainer.**

Prior to commencing work on this project, a retainer fee in the amount of \$5,000 is required and must be submitted together with the executed copy of this Proposal. The retainer will be applied to the final invoice(s) submitted for the work. christopher shall not be required to render any service under this contract until this retainer has been paid in full.

#### **Terms and Conditions.**

Incorporated by reference as a part of this Proposal are the Hourly and Expense Rate Schedule in Exhibit A, and the Terms and Conditions in Exhibit B. This Proposal, together with Exhibits A and B, represent the entire and integrated agreement between the parties and supersede all prior negotiations,

representations, or agreements, written or oral. The Proposal may be amended only by written instrument signed by all the parties, or as outlined in the Additional Services section of this Proposal.

To execute this Proposal, return a signed original, including initials on each page, including the Exhibits, to the undersigned at 9900 Main Street, Suite 400, Fairfax, Virginia 22031. Receipt of this signed document, which by reference includes all attachments, shall constitute a binding agreement between christopher consultants, ltd. and Client. It also will serve as authorization to proceed with the work identified herein. However, it is understood that if, for expediency and efficiency, any representative of the Client with apparent authority either verbally, or via electronic communication, directs us to perform services as set forth herein prior to signing the Proposal, such direction constitutes acceptance by the Client and a binding agreement of the terms of this Proposal, including all attachments. The pricing in this Proposal is valid for ninety (90) days from the Proposal date, after which it may be subject to re-negotiation.

We look forward to working with you on this exciting project. If you wish to discuss this proposal further, please feel free to reach me at 703.334.5643 or [andygorecki@ccl-eng.com](mailto:andygorecki@ccl-eng.com).

Respectfully,



Andrew J. Gorecki, PE  
Group Leader, Principal

AJG/II

Attachments: Exhibit A: Hourly and Expense Rate Schedule  
Exhibit B: Terms and Conditions  
Exhibit C: Existing Conditions 547  
Exhibit D: Existing Conditions 725

We / I hereby agree to the Terms and Conditions outlined in this Proposal and authorize christopher consultants, ltd. to proceed with the work identified herein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Client's Preferred Method of Invoice Submission**

Please select your preferred method of invoicing for this project.

- ☐ Mail: Invoice(s) will be mailed to the address listed on this proposal.
- ☐ E-Mail (Preferred): Invoice(s) will be emailed to:

\_\_\_\_\_

- ☐ Other: Please provide instructions below:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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.



christopher consultants, ltd.  
Exhibit C  
Existing Conditions Survey



Exhibit D

