



## CERTIFICATE OF AUTHENTICITY

THIS IS TO CERTIFY THAT THE FOLLOWING ELECTRONIC RECORDS ARE TRUE AND ACCURATE REPRODUCTIONS OF THE ORIGINAL RECORDS OF JAMES CITY COUNTY GENERAL SERVICES DEPARTMENT- STORMWATER DIVISION; WERE SCANNED IN THE REGULAR COURSE OF BUSINESS PURSUANT TO GUIDELINES ESTABLISHED BY THE LIBRARY OF VIRGINIA AND ARCHIVES; AND HAVE BEEN VERIFIED IN THE CUSTODY OF THE INDIVIDUAL LISTED BELOW.

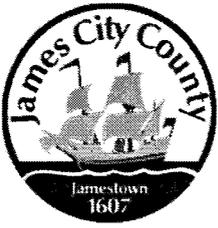
**BMP NUMBER:** WC071

**DATE VERIFIED:** July 11, 2012

**QUALITY ASSURANCE TECHNICIAN:** Leah Hardenbergh

*Leah Hardenbergh*  
\_\_\_\_\_

**LOCATION:** WILLIAMSBURG, VIRGINIA



# Stormwater Division

## MEMORANDUM

**DATE:** March 12, 2010  
**TO:** Michael J. Gillis, Virginia Correctional Enterprises Document Management Services  
**FROM:** Jo Anna Ripley, Stormwater  
**PO:** 270712  
**RE:** Files Approved for Scanning

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**General File ID or BMP ID:** WC071

**PIN:** 0511400001A

**Subdivision, Tract, Business or Owner**

**Name (if known):**

Stonehouse

**Property Description:**

Lisburn Common Area Section 5A

**Site Address:**

*(For internal use only)*

**Box** 20

**Drawer:** 8

**Agreements:** (in file as of scan date)

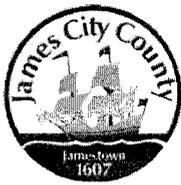
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**Book or Doc#:**

**Page:**

Comments

*Bond RELEASED*



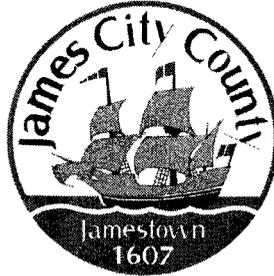
**James City County Environmental Division  
Stormwater Management/BMP Record Drawing &  
Construction Certification Review  
Tracking Form**

Project Name: Stonehouse Bent Tree Sec 5B PH 1  
 County Plan No.: 5-3-99/5-24-01  
 Stormwater Management Facility: BMP #5-1 Dry Pond  
 BMP Phase #:  I  II  III  
 Information Package Received. Date/By: 10/12/2004  
 Completeness Check:  
 Record Drawing Date/By: 2/13/06 AES  
 Construction Certification Date/By: 2/17/06 GET  
 RD/CC Standard Forms (Required for all BMPs after Feb 1<sup>st</sup> 2001 Only)  
 Insp/Maint Agreement # / Date: \_\_\_\_\_  
 BMP Maintenance Plan Location: \_\_\_\_\_  
 Other: \_\_\_\_\_  
 Standard E&SC Note on Approved Plan Requiring RD/CC or County comment in plan review  
 Yes  No Location: \_\_\_\_\_  
 Assign County BMP ID Code #: Code: WC 071  
 Preliminary Input/Log into Division's "As-Built Tracking Log"  
 Add Location to GIS Map. Obtain basic site information (GPIN, Owner, Address, etc.)  
 Preliminary Log into Access Database (BMP ID #, Plan No., GPIN, Project Name, etc.)  
 Active Project File Review (correspondence, H&H, design computations, etc.).  
 Initial As-Built File setup (File label, folder, copy plan/details/design information, etc.).  
 Inspector Check of RD/CC (forward to Inspector using transmittal for cursory review).  
 Pre-Inspection Drawing Review of Approved Plan (Quick look prior to Field Inspection).  
 Final Inspection (FI) Performed Date: \_\_\_\_\_  
 Record Drawing (RD) Review Date: \_\_\_\_\_  
 Construction Certification (CC) Review Date: \_\_\_\_\_  
 Actions:  
 No comments.  
 Comments. Letter Forwarded. Date: \_\_\_\_\_  
 Record Drawing (RD)  
 Construction Certification (CC)  
 Construction-Related (CR)  
 Site Issues (SI)  
 Other : \_\_\_\_\_  
 Second Submission: \_\_\_\_\_  
 Reinspection (if necessary): \_\_\_\_\_  
 Acceptable for SWM Purposes (RD/CC/CR/Other). Ok to proceed with bond release.  
 Complete "Surety Request Form".  
 Check/Clean active file of any remaining material and finish "As-Built" file.  
 Add to County BMP Inventory/Inspection schedule (Phase I, II or III).  
 Copy Final Inspection Report into County BMP Inspection Program file.  
 Obtain Digital Photographs of BMP and save into County BMP Inventory.  
 Request mylar/reproducible from As-Built plan preparer. Got!  
 Complete "As-built Tracking Log".  
 Last check of BMP Access Database (County BMP Inventory).  
 Add BMP to JCC Hydrology & Hydraulic database (optional).  
 Add BMP to Municipal BMP list (if a County-owned facility)  
 Add BMP to PRIDE BMP ratings database.

**Final Sign-Off**

Plan Reviewer: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\* See separate checklist, if needed.



# 5.1

James City County, Virginia  
Environmental Division

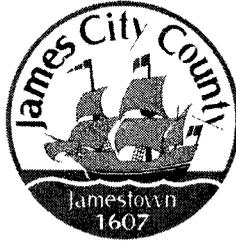
**Stormwater Management / BMP Facilities  
Record Drawing and Construction Certification**

*Standard Forms & Instructions*

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*Issue Date  
February 1, 2001*



**James City County, Virginia  
Environmental Division**

**Stormwater Management / BMP Facilities  
Record Drawing and Construction Certification Forms**

*(Note: In accordance with the requirements of the Chesapeake Bay Preservation Ordinance, Chapter 23, Section 23-10(4), BMP's shall be designed and constructed in accordance with the manual entitled James City County Guidelines for Design and Construction of Stormwater Management BMP's. Erosion and sediment control policy and approved plans generally require that at the completion of the project and prior to release of surety, an "as-built" plan prepared by a registered Professional Engineer or Certified Land Surveyor must be provided for the drainage system for the project, including any Best Management Practice (BMP) facilities. In addition, for BMP facilities involving the construction of an impounding structure or dam embankment, certification is required by a Professional Engineer who has inspected the structure during its construction. Currently there are over 20 water quality type BMP's accepted by the County.)*

**Section 1 – Site Information:**

Project Name: Stonehouse - Section V-B (Bent Tree Phase 1)  
 Structure/BMP Name: BMP #5.1  
 Project Location: Stonehouse - Bent Tree  
 BMP Location: Behind lot 10 & 11 on Long Wood Drive  
 County Plan No.: JCC Case No. S - 3 - 99

Project Type:	<input checked="" type="checkbox"/> Residential	<input type="checkbox"/> Business	Tax Map/Parcel No.:	<u>(6-4) (1-1)</u>
	<input type="checkbox"/> Commercial	<input type="checkbox"/> Office	BMP ID Code (if known):	<u>WC071</u>
	<input type="checkbox"/> Institutional	<input type="checkbox"/> Industrial	Zoning District:	<u>PUD-R</u>
	<input type="checkbox"/> Public	<input type="checkbox"/> Roadway	Land Use:	<u>Residential</u>
	<input type="checkbox"/> Other _____		Site Area (sf or acres):	<u>21.89</u>

Brief Description of Stormwater Management/BMP Facility: Dry Pond

Nearest Visible Landmark to SWM/BMP Facility: Wastewater Lift Station

Nearest Vertical Ground Control (if known):

JCC Geodetic Ground Control     USGS     Temporary     Arbitrary     Other

Station Number or Name: 303

Datum or Reference Elevation: NGVD 1929

Control Description: NAD 27

Control Location from Subject Facility: 3.5 miles south

**Section 2 – Stormwater Management / BMP Facility Construction Information:**

PreConstruction Meeting Held for Construction of SWM/BMP Facility:  Yes  No  Unknown  
Approx. Construction Start Date for SWM/BMP Facility: June 2000  
Facility Monitored by County Representative during Construction:  Yes  No  Unknown  
Name of Site Work Contractor Who Constructed Facility: Purdue II  
Name of Professional Firm Who Routinely Monitored Construction: \_\_\_\_\_  
Date of Completion for SWM/BMP Facility: October 2002  
Date of Record Drawing/Construction Certification Submittal: 11/07/02

***(Note: Record Drawing and Construction Certifications are required within thirty (30) days of the completion of Stormwater Management and/or BMP facility construction. Record Drawings and Construction Certifications must be reviewed and approved by the James City County Environmental Division prior to final inspection, acceptance and bond or surety release.)***

**Section 3 – Owner / Designer / Contractor Information:**

Owner/Developer: *(Note: Site Owner or Applicant responsible for development of the project.)*  
Name: Stonehouse Development Company  
Mailing Address: 9701 Mill Pond Run  
Toano, VA 23168  
Business Phone: 757-234-5000 Fax: 757-234-5091  
Contact Person: Jerry Moore Title: President

Design Professional: *(Note: Professional Engineer or Certified Land Surveyor responsible for the design and preparation of plans and specifications for the Stormwater Management / BMP facility.)*  
Firm Name: AES Consulting Engineers  
Mailing Address: 5248 Olde Towne Road, Suite 1  
Williamsburg, VA 23188  
Business Phone: 757-253-0040  
Fax: 757-220.8994  
Responsible Plan Preparer: Marc Bennett  
Title: Senior Project Manager  
Plan Name: Stonehouse - Development Area One, Phase 1- Section V-B, "Bent Tree" - Phase 1  
Firm's Project No. 8876-00  
Plan Date: April 13, 2000  
Sheet No.'s Applicable to SWM/BMP Facility: 5 / 7 / 8 / \_\_\_\_\_ / \_\_\_\_\_

BMP Contractor: *(Note: Site Work Contractor directly responsible for construction of the Stormwater Management / BMP facility.)*  
Name: Purdue II  
Mailing Address: 274 Little Florida Road  
Poquoson, VA 23662  
Business Phone: (757) 868-8307  
Fax: (757) 868-3887  
Contact Person: Jim Purdue Jr.  
Site Foreman/Supervisor: \_\_\_\_\_  
Specialty Subcontractors & Purpose (for BMP Construction Only):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 4 – Professional Certifications:**

Certifying Professionals: *(Note: A Registered Professional Engineer or Certified Land Surveyor is responsible for preparation of a Record Drawing, sometimes referred to as an As-Built plan, for the drainage system for the project including any Stormwater Management/BMP Facilities. A Registered Professional Engineer is responsible for the inspection, monitoring and certification of Stormwater Management / BMP facilities during its construction.)*

**Record Drawing and Construction Certifications for Stormwater Management / BMP Facilities**

**Record Drawing Certification**

Firm Name: AES Consulting Engineers  
 Mailing Address: 5248 Olde Towne Road, Suite 1  
Williamsburg, VA 23188  
 Business Phone: 757-253-0040  
 Fax: 757-220-8994

Name: Marc Bennett  
 Title: Senior Project manager

Signature: *V. Marc Bennett*  
 Date: 2/13/06

I hereby certify to the best of my knowledge and belief that this record drawing represents the actual condition of the Stormwater Management / BMP facility. The facility appears to conform with the provisions of the approved design plan, specifications and stormwater management plan, except as specifically noted.

**Construction Certification**

Firm Name: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Business Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

I hereby certify to the best of my knowledge and belief that this Stormwater Management / BMP facility was monitored and constructed in accordance with the provisions of the approved design plan, specifications and stormwater management plan, except as specifically noted.



*V. Marc Bennett* (Seal)

Virginia Registered Professional Engineer  
 Or Certified Land Surveyor

\_\_\_\_\_ (Seal)

Virginia Registered  
 Professional Engineer

**Section 4 – Professional Certifications:**

**Certifying Professionals:** *(Note: A Registered Professional Engineer or Certified Land Surveyor is responsible for preparation of a Record Drawing, sometimes referred to as an As-Built plan, for the drainage system for the project including any Stormwater Management/BMP Facilities. A Registered Professional Engineer is responsible for the inspection, monitoring and certification of Stormwater Management / BMP facilities during its construction.)*

**Record Drawing and Construction Certifications for Stormwater Management / BMP Facilities**

**Record Drawing Certification**

Firm Name: AES Consulting Engineers  
Mailing Address: 5248 Olde Towne Road, Suite 1  
Williamsburg, VA 23188  
Business Phone: 757-253-0040  
Fax: 757-220-8994

Name: Marc Bennett  
Title: Senior Project manager

Signature: *V. Marc Bennett*  
Date: 2/13/06

I hereby certify to the best of my knowledge and belief that this record drawing represents the actual condition of the Stormwater Management / BMP facility. The facility appears to conform with the provisions of the approved design plan, specifications and stormwater management plan, except as specifically noted.

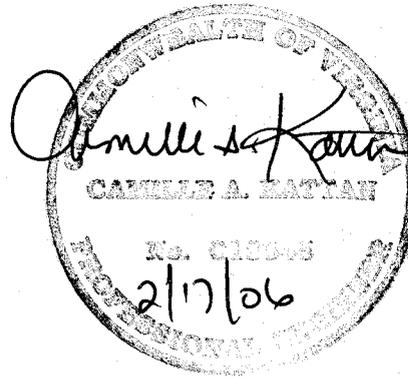
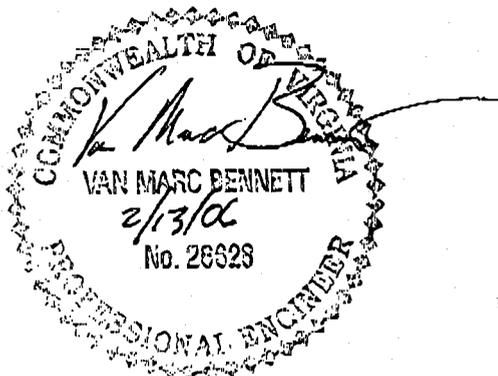
**Construction Certification**

Firm Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Business Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: *Camille A. Kahan*  
Date: 2/17/06

I hereby certify to the best of my knowledge and belief that this Stormwater Management / BMP facility was monitored and constructed in accordance with the provisions of the approved design plan, specifications and stormwater management plan, except as specifically noted.



*V. Marc Bennett* (Seal)

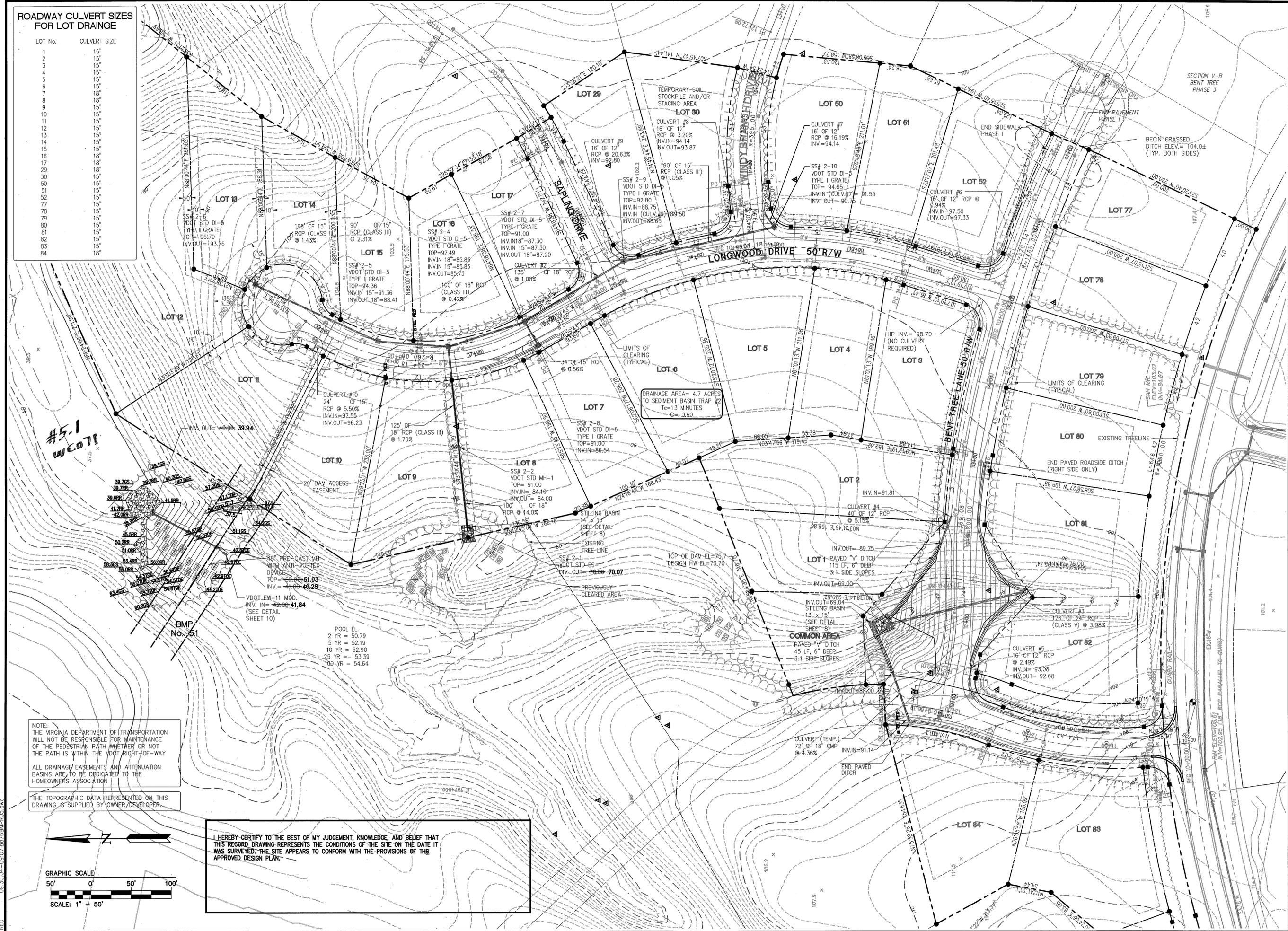
Virginia Registered Professional Engineer  
Or Certified Land Surveyor

*Camille A. Kahan* (Seal)

Virginia Registered  
Professional Engineer

**ROADWAY CULVERT SIZES FOR LOT DRAINAGE**

LOT No.	CULVERT SIZE
1	15"
2	15"
3	15"
4	15"
5	15"
6	15"
7	18"
8	18"
9	15"
10	15"
11	15"
12	15"
13	15"
14	15"
15	15"
16	18"
17	18"
29	18"
30	15"
50	15"
51	15"
52	15"
77	15"
78	15"
79	15"
80	15"
81	15"
82	15"
83	15"
84	18"

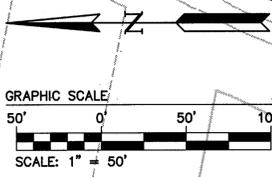


NOTE:  
THE VIRGINIA DEPARTMENT OF TRANSPORTATION WILL NOT BE RESPONSIBLE FOR MAINTENANCE OF THE PEDESTRIAN PATH WHETHER OR NOT THE PATH IS WITHIN THE VDOT RIGHT-OF-WAY

ALL DRAINAGE EASEMENTS AND ATTENUATION BASINS ARE TO BE DEDICATED TO THE HOMEOWNERS ASSOCIATION

THE TOPOGRAPHIC DATA REPRESENTED ON THIS DRAWING IS SUPPLIED BY OWNER/DEVELOPER.

I HEREBY CERTIFY TO THE BEST OF MY JUDGEMENT, KNOWLEDGE, AND BELIEF THAT THIS RECORD DRAWING REPRESENTS THE CONDITIONS OF THE SITE ON THE DATE IT WAS SURVEYED. THE SITE APPEARS TO CONFORM WITH THE PROVISIONS OF THE APPROVED DESIGN PLAN.



RED 09.30.04-08.07.882.GEMER05.dwg

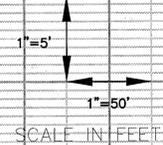
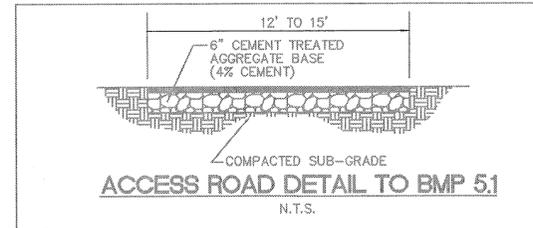
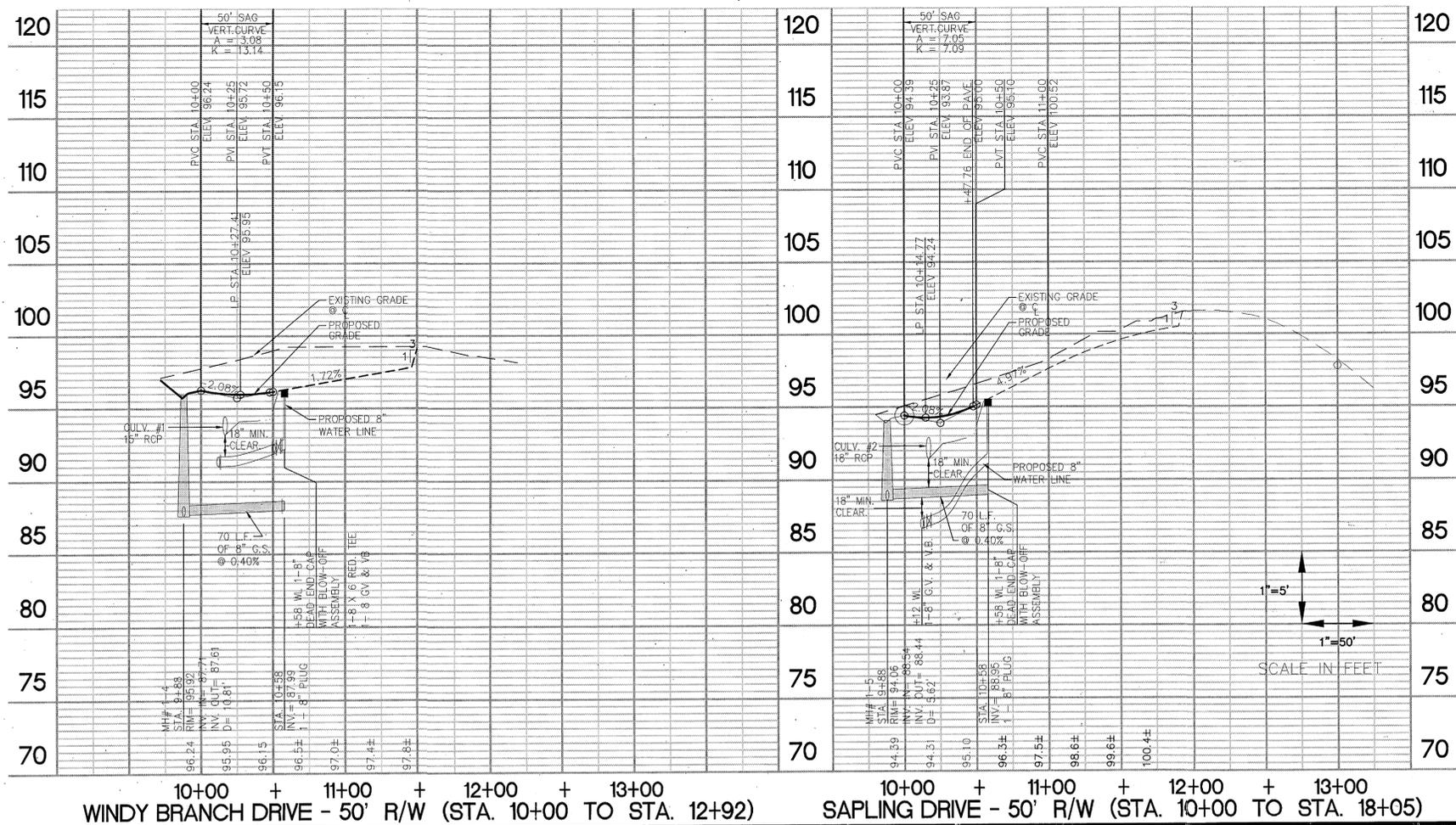
No.	DATE	REVISION / COMMENT / NOTE	BY
1	5/26/00	REVISED PER JAMES CITY COUNTY COMMENT LETTER DATED 5/16/00	VMB
2	5/26/00	FIELD REVISION #1 (REVISED DUE TO TOPO)	VMB
3	9/10/01	FIELD REVISION #2 (REVISED TO ADD STRUCTURE S82-3 & S82-10)	VMB
4	11/07/02	BMP #1 RECORD DRAWINGS	RED



5248 Olde Towne Road, Suite 1  
Williamsburg, Virginia 23188  
(757) 253-0040  
Fax (757) 220-8894

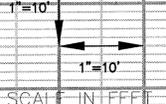
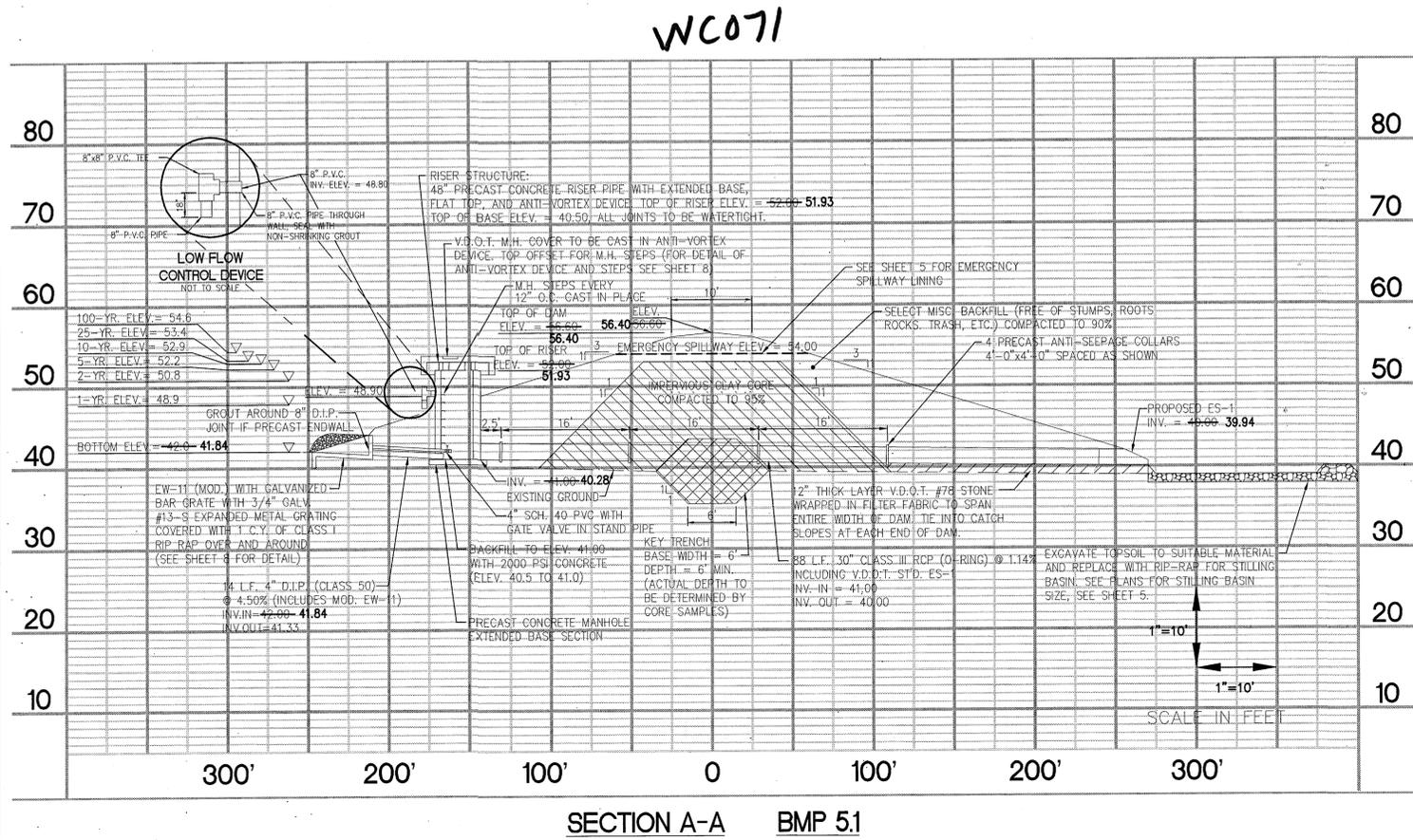


RECORD DRAWING	
ROAD AND DRAINAGE PLAN	
SECTION V-B 'BENT TREE' - PHASE 1	
AT STONEHOUSE	
FOR	
STONEHOUSE DEVELOPMENT COMPANY, LLC.	
JAMES CITY COUNTY VIRGINIA	
Designed VMB/KSH	Drawn RDS/SRL
Scale 1" = 50'	Date 4/13/00
Project No. 8876-00	
Drawing No. R5	



**GENERAL NOTES FOR CONSTRUCTION OF STORMWATER BASINS**

1. THE CONTRACTOR SHALL PROVIDE ALL WORK AND MATERIALS NEEDED TO CONSTRUCT THE STORMWATER BASIN, STORMWATER MANAGEMENT PONDS, BEST MANAGEMENT PRACTICES, SEDIMENT BASINS AND SEDIMENT TRAPS. THE WORK SHALL INCLUDE ALL LABOR, MATERIALS, EQUIPMENT AND MATERIALS NEEDED FOR THE COMPLETION OF GRADING AND EARTHWORK ASSOCIATED WITH THE CONSTRUCTION.
2. THE CONTRACTOR SHALL CONSULT AND PROVIDE FOR THE SERVICES OF A GEOTECHNICAL ENGINEER. THE GEOTECHNICAL ENGINEER SHALL PROVIDE TEST RESULTS ON PLACED DAM MATERIALS, IDENTIFYING SOIL CLASSIFICATION, PERMEABILITY, PLASTICITY INDEX, AND COMPACTION. ALL TESTS SHALL BE IN CONFORMANCE WITH ASTM STANDARDS. THE COST OF THE SERVICES OF THE GEOTECHNICAL ENGINEER SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
3. ALL INSPECTIONS REQUIRED FOR THE WORK SHALL BE PERFORMED BY A GEOTECHNICAL ENGINEER AT THE EXPENSE OF THE GENERAL CONTRACTOR.
4. ON-SITE EXCAVATED MATERIAL, IF DETERMINED SUITABLE FOR USE IN DAM CONSTRUCTION BY A GEOTECHNICAL ENGINEER, MAY BE USED FOR DAM CONSTRUCTION. SHOULD ADDITIONAL MATERIAL BE REQUIRED, THE CONTRACTOR SHALL IDENTIFY THE NEED FOR MATERIAL TO THE OWNER, AS ADDITIONAL BORROW MATERIAL MAY BE AVAILABLE ON THE STONEHOUSE PROPERTY. ALL EXCAVATED MATERIAL DETERMINED BY THE GEOTECHNICAL ENGINEER TO BE UNSUITABLE SHALL BE DISPOSED OF PROPERTY AT THE CONTRACTOR'S EXPENSE. ALL EXCAVATED MATERIAL NOT REQUIRED FOR BACKFILLING SHALL EITHER BE DEPOSITED ON SITE AND SPREAD BY THE CONTRACTOR, OR SHALL BE DEPOSITED IN AN AREA ON THE STONEHOUSE PROPERTY AS DIRECTED BY THE OWNER.
5. UNDERCUT FOR THE FOUNDATION OF THE DAM EMBANKMENT SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEER'S RECOMMENDATION. THE FOUNDATION SHALL BE BACKFILLED WITH SOILS CLASSIFIED AS SM, SC, OR CL UNDER THE UNIFIED SOIL CLASSIFICATION SYSTEM. SOILS SHALL HAVE A MINIMUM OF 15% BY WEIGHT FINES, HAVING A PLASTICITY INDEX OF 30% AND A PERMEABILITY OF 0.0004 IN./SEC. OR LESS. FILL SHALL BE COMPACTED IN 12-INCH LIFTS, OR AS DIRECTED BY THE GEOTECHNICAL ENGINEER, TO A DRY DENSITY OF 95% OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D-698). EXCAVATION FOR THE DAM KEY SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEER'S RECOMMENDATION. HEIGHT, DEPTH, AND WIDTH OF THE KEY SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS. THE KEY SHALL BE FORMED USING SOILS CLASSIFIED AS SC OR CL WITH A PERMEABILITY OF 0.0004 IN./SEC. OR LESS.
6. THE DAM CORE SHALL BE AS CONSTRUCTED WITH NON-EXPANSIVE SC OR CL CLAYEY MATERIAL WITH PERMEABILITY OF 0.0004 IN./SEC. OR LESS. THE FILL OF THE CORE SHALL BE MADE IN 12-INCH LIFTS, OR AS DIRECTED BY THE GEOTECHNICAL ENGINEER, TO AT LEAST 95% OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D-698). SIZE, SHAPE, WIDTH, DEPTH, AND HEIGHT OF THE DAM CORE SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS. TO COVER THE DAM CORE, A SILTY FINE SAND OR CLAYEY SOIL (SM, SC, OR CL) SHALL BE PLACED. A VEGETATIVE COVER USING VDOT EC-2 EROSION CONTROL BLANKETS SHALL BE PLACED ON DAM SLOPES AND CREST TO PREVENT EROSION.
7. UPON COMPLETION, THE CONSTRUCTION OF THE DAM WILL BE CERTIFIED BY A GEOTECHNICAL ENGINEER WHO HAS INSPECTED THE STRUCTURE DURING CONSTRUCTION.



I HEREBY CERTIFY TO THE BEST OF MY JUDGEMENT, KNOWLEDGE, AND BELIEF THAT THIS RECORD DRAWING REPRESENTS THE CONDITIONS OF THE SITE ON THE DATE IT WAS SURVEYED, THE SITE APPEARS TO CONFORM WITH THE PROVISIONS OF THE APPROVED DESIGN PLAN.

NO.	DATE	REVISION / COMMENT / NOTE	BY
1	5/27/02	REVISED PER JAMES CITY COUNTY LETTER DATED 5/16/02	WMB
2	5/28/02	FIELD REVISION # (REVISED DUE TO TOPO)	WMB
3	11/07/02	BMP 5.1 RECORD DRAWINGS	WMB



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Fax (757) 220-8994

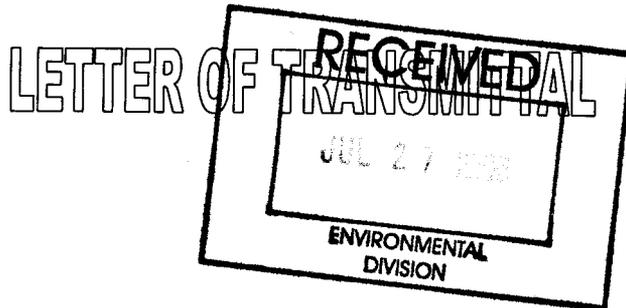


**PROFILES**  
**SECTION V-B 'BENT TREE' - PHASE 1**  
**AT STONEHOUSE**  
**FOR**  
**STONEHOUSE DEVELOPMENT COMPANY, L.L.C.**  
JAMES CITY COUNTY, VIRGINIA

Designed WMB/RDS	Drawn RDS/SRL
Scale 1"=50'	Date 4/13/00
Project No. 8876-00	
Drawing No. 7	

**AES CONSULTING ENGINEERS**  
**Engineering, Surveying, and Planning**  
 5248 Olde Towne Road, Suite 1  
 WILLIAMSBURG, VIRGINIA 23188

**Phone: (757) 253-0040**  
**Fax: (757) 220-8994**



ATTN: **Scott Thomas**

CO.: James City County

Address: Environmental

cc:

DATE 07/26/06	JOB NO. 8876-00 & 8878-00
FROM: Victoria Bains	
RE Stonehouse Bent Tree Phase 1 & Bent Tree Phase 3	

WE ARE SENDING YOU THE FOLLOWING ITEMS:

- Attached  
 Under separate cover via  
 Original(s)     Print(s)     Plan(s)     Specification(s)     Change Order  
 Copy of letter(s)     Other:

COPIES	DATE	No. of Pages	DESCRIPTION
1	11/07/02	2	Mylar BMP Record Drawings # 5.1 (plan & section sheet)
1	11/07/02	2	Mylar BMP Record Drawings # 5.4 (plan & section sheet)

THESE ARE TRANSMITTED as checked below:

- For your approval     For your signature     For review and comment  
 For your use     As you requested     As requested by:  
 Other:

REMARKS:

*If enclosures are not as noted, kindly notify us at once.*

**AES CONSULTING ENGINEERS**  
**Engineering, Surveying, and Planning**  
 5248 Olde Towne Road, Suite 1  
 WILLIAMSBURG, VIRGINIA 23188

**Phone: (757) 253-0040**  
**Fax: (757) 220-8994**

# LETTER OF TRANSMITTAL

ATTN: **Scott Thomas**

CO.: JCC Environmental Division

Address: 101-E Mounts Bay Road  
 Williamsburg, VA 23187

cc: file

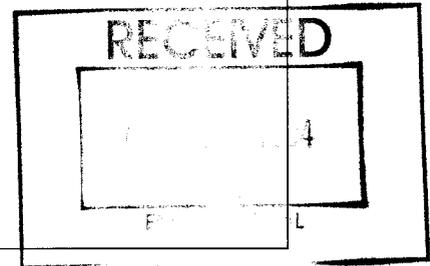
DATE 10/12/04	JOB NO. 9028-17
FROM: Victoria Bain	
RE Stonehouse - Bent Tree Phase 1 & 3 BMP Record Drawings	

WE ARE SENDING YOU THE FOLLOWING ITEMS:

Attached  
 Under separate cover via

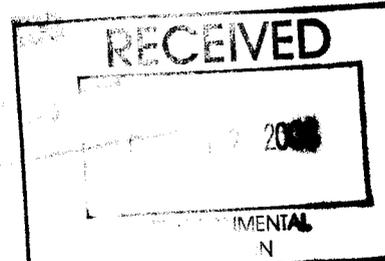
- Original(s)    Print(s)    Plan(s)    Specification(s)    Change Order  
 Copy of letter(s)    Other:

COPIES	DATE	No. of Pages	DESCRIPTION
1	10/12/04	2	BMP 5.1 Record Drawing <i>WC071</i>
1	10/12/04	2	BMP 5.4 Record Drawing <i>WC072</i>



THESE ARE TRANSMITTED as checked below:

- For your approval    For your signature    For review and comment  
 For your use    As you requested    As requested by:  
 Other:

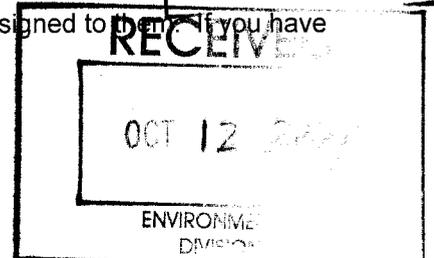


REMARKS:  
 Scott,

Here are the first Record Drawings. Please let me know the JCC BMP # assigned to them. If you have any questions please feel free to contact me. Thank you.

Tory

*If enclosures are not as noted, kindly notify us at once.*





**Scott Thomas**

**From:** Bains, Victoria A. [vbains@aesva.com]  
**Sent:** Tuesday, May 23, 2006 4:30 PM  
**To:** Scott Thomas  
**Cc:** ggoder@kaufcanconsulting.com  
**Subject:** Stonehouse - BMP Inspection List

Scott,

Here is the list of BMP's that need to be inspected.

**Bent Tree:**

AES No.	JCC No.	Notes
5-3-99 BMP 5.1	WC071	✓ REINSPECT 5/30/06. OK. WILL CLEAN LFO.
5-42-99 BMP 5.4	WC072	✓ REINSPECT 5/30/06. OK. " "
5-42-99 BMP 5.2	WC073	✓ REINSPECT 5/30/06. OK. " "
5-91-99 BMP 5.3	WC074	✓ REINSPECT 5/30/06. OK. " " + man DAM.

**Richardson's Mill:**

AES No.	JCC No.	Notes
BMP 7.3	WC075	✓ REINSPECT 5/30/06. OK. NO PROBLEMS. Deep Valley. PP
BMP 7.4	WC076	✓ Reinspect 5/30/06. OK. NO " "
BMP 7.2	WC077	✓ Reinspect 5/30/06. OK. " " "
BMP 7.1	WC078	Reinspect 5/30/06. BMP ok, Inflow pipe undercut. Process Letter.

Let me know if you cannot find any of the certifications or calculations and I can have copies sent to you before we meet. See you at the Sales Center next Tuesday May 30 at 1:00pm.

Thank you,

Tory

**Victoria (Tory) A. Bains**  
 Project Engineer

**AES Consulting Engineers**  
 Williamsburg | Richmond | Gloucester  
 (757) 253-0040  
 www.aesva.com

AES Consulting Engineers Confidentiality Note: This e-mail and any attachments are confidential and may be protected by legal privilege. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of this e-mail or any attachment is prohibited. If you have received this e-mail in error, please notify us immediately by returning it to the sender and deleting this copy from your system. Thank you for your cooperation.



Stormwater Management / BMP Inspection Report  
Detention and Retention Pond Facilities

County BMP ID Code (if known): WC 071 **PHASE 1** **BMP #5-1**

Name of Facility: Stonehouse Bent Tree BMP No.: \_\_\_\_\_ of \_\_\_\_\_ Date: 1/13/05

Location: Longwood

Name of Owner: \_\_\_\_\_

Name of Inspector: SJ Thomas

Type of Facility: Dry Pond

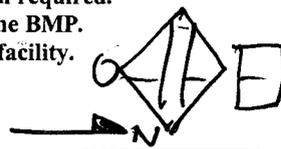
Weather Conditions: Sunny, 61's Type:  Final Inspection  County BMP Inspection Program  Owner Inspection

Reinspect 5/30/06  
ALL ITEMS OK.

If an inspection item is not applicable, mark NA, otherwise mark the appropriate column.

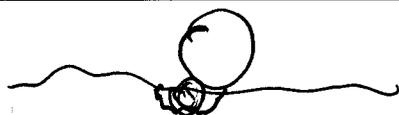
- O.K. - The item checked is in adequate condition and the maintenance program is currently satisfactory. No action required.
- Routine - The item checked requires attention, but does not present an immediate threat to the function/integrity of the BMP.
- Urgent - The item checked requires immediate attention to keep the BMP operational and to prevent damage to the facility.

Provide an explanation and details in the comment column, if routine or urgent are marked.



Facility Item	O.K.	Routine	Urgent	Comments
<b>Embankments and Side Slopes:</b> <input type="checkbox"/> None <input type="checkbox"/> Constructed Wetland/Shallow Marsh <input checked="" type="checkbox"/> Naturally Established Vegetation				
Embankments and Side Slopes:				<u>10' W EARTH, 20' HIGH; 3H:1V</u>
Grass Height	<input checked="" type="checkbox"/>			<u>About 1/2 dam mowed</u>
Vegetation Condition		<input checked="" type="checkbox"/>		<u>Mow dam, remove pines</u>
Tree Growth		<input checked="" type="checkbox"/>		<u>small pines</u>
Erosion	<input checked="" type="checkbox"/>			<u>some left (east) embankment for erosion. Watch in future</u>
Trash & Debris	<input checked="" type="checkbox"/>			
Seepage	<input checked="" type="checkbox"/>			
Fencing or Benches	<input checked="" type="checkbox"/>			
<b>Interior Landscaping/Planted Areas:</b> <input type="checkbox"/> None <input type="checkbox"/> Constructed Wetland/Shallow Marsh <input checked="" type="checkbox"/> Naturally Established Vegetation				
Vegetated Conditions	<input checked="" type="checkbox"/>			<u>Dry pond but hold shallow marsh</u>
Trash & Debris	<input checked="" type="checkbox"/>			<u>marsh</u>
Floating Material	<input checked="" type="checkbox"/>			<u>Yes.</u>
Erosion	<input checked="" type="checkbox"/>			<u>Dead trees, dead logs, brush</u>
Sediment	<input checked="" type="checkbox"/>			
Dead Plant	<input checked="" type="checkbox"/>			<u>Yes.</u>
Aesthetics	<input checked="" type="checkbox"/>			
Other	<input checked="" type="checkbox"/>			
Notes:	<u>Servits SF homes &amp; roads</u>			

Facility Item	O.R.	Routine	Urgent	Comments
<b>Water Pools:</b>	<input type="checkbox"/> Permanent Pool (Retention Basin) <input checked="" type="checkbox"/> Shallow Marsh (Detention Basin) <input type="checkbox"/> None, Dry (Detention Basin)			
Shoreline Erosion	✓			None, nat woods
Algae	✓			Some, minor
Trash & Debris	✓			Lots of Dead wood.
Sediment	✓			5M-2' deep; 1' sed.
Aesthetics				~ 100' x 50'
Other				
<b>Inflows (Describe Types/Locations):</b>	Nat channel from pump; one pipe from bentree.			
Condition of Structure	✓			Primary inflow 18-24" RCP
Erosion		⊙*		behind lot 8/9. outlets to
Trash and Debris				25' x 25' stilling basin to
Sediment				100' long, 12' wide v. riprap
Outlet Protection				channel (5' w BW RR)
Other				
<b>Principal Flow Control Structure - Riser, Intake, etc. (Describe Type):</b>	60" RCP w/ LFO + 1' φ <sup>MID LEVEL</sup>			
Condition of Structure	✓			6-8" PVC LFO.
Corrosion	✓			
Trash and Debris	✗	✓		Clean the LFO.
Sediment				
Vegetation		✓		clear willows & trees around riser.
Other	✓			
<b>Principal Outlet Structure - Barrel, Conduit, etc. :</b>	24" RCP w/ ES-1 & CLI / 2-6" HDPE DRAINS			
Condition of Structure	✓			No Flow from toe drains
Settlement	✓			
Trash & Debris	✓			
Erosion/Sediment	✓			
Outlet Protection	✓			ES-1; RR + STILL BASIN
Other	✓			50' x 50' STILL BASIN ~ 2' deep
<b>Emergency Spillway (Overflow):</b>	10' w x 4' deep grass ES (west end) to CLI RR 10' w			
Vegetation		✓		RR extends down slope to
Lining	✓			stilling basin
Erosion	✓			Remove trees & brush
Trash & Debris	✓			from ES
Other	✓			
Notes:				



Facility Item	O.K.	Routine	Urgent	Comments
<b>Nuisance Type Conditions:</b>				
Mosquito Breeding	✓			
Animal Burrows	✓			
Graffiti	✓			
Other	✓			
<b>Surrounding Perimeter Conditions:</b> East Subdiv; N, W, S WOODEN				
Land Uses	✓			
Vegetation	✓			
Trash & Debris	✓			
Aesthetics	✓			
Access /Maintenance Roads or Paths				
Other				
<b>Remarks:</b> BMP looks good operating ok. Problems: Routine items are marked.  * Need 10'x10' of pad at end or riprap channel behind lot 8/9. Score e end.  * Clean Lower DI-7 inlet at Pump Sta 98 clogged with debris. (serps as FB) to BMP #5-1 - (Common Area 34 & 42)				
Overall Environmental Division Internal Rating: <u>3</u>				
Signature: <u>[Signature]</u>			Date: <u>1/13/05</u>	
Title: <u>SPNWR ENG EN DIV</u>				

SWMPProg\BMP\CoInspProg\InspForms\DetRet.wpd

Date Record Created:

WS\_BMPNO:

WC071

Print Form

Created By:

WATERSHED WC

BMP ID NO 071

PLAN NO S-3-99

TAX PARCEL

PIN NO

CONSTRUCTION DATE

PROJECT NAME Stonehouse Bent Tree Sec 5B Ph 1

FACILITY LOCATION

CITY-STATE

CURRENT OWNER

OWNER ADDRESS

OWNER ADDRESS 2

CITY-STATE-ZIP CODE

OWNER PHONE

MAINT AGREEMENT No

EMERG ACTION PLAN No

**PRINTED ON:  
Friday, March 12, 2010  
1:27:11 PM**

MAINTENANCE PLAN No

SITE AREA acre

LAND USE

old BMP TYP Dry Pond

JCC BMP CODE F2 Dry ED with forebay

POINT VALUE

SVC DRAIN AREA acres

SERVICE AREA DESCR

IMPERV AREA acres 0.00

RECV STREAM

EXT DET-WQ-CTRL No

WTR QUAL VOL acre-ft

CHAN PROT CTRL No

CHAN PROT VOL acre-ft

SW/FLOOD CONTROL No

GEOTECH REPORT No

CTRL STRUC DESC

CTRL STRUC SIZE inches

OTLT BARRL DESC

OTLT BARRL SIZE inch

EMERG SPILLWAY No

DESIGN HW ELEV

PERM POOL ELEV

2-YR OUTFLOW cfs 0.00

10-YR OUTFLOW cfs 0.00

REC DRAWING No

CONSTR CERTIF No

LAST INSP DATE Inspected by:

INTERNAL RATING

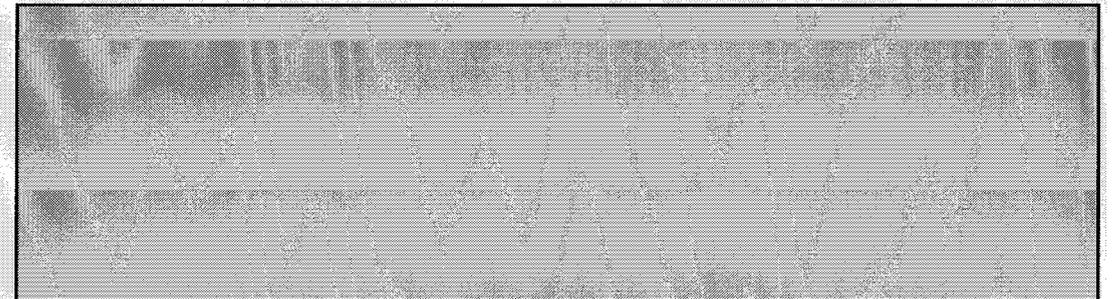
MISC/COMMENTS

BMP # 5.1, amend S-24-01

Get Last BMP No

Return to Menu

Additional Comments:





**The Association at Stonehouse, Inc.**

May 14, 2012

James City County  
Stormwater Management Division  
101 Mounts Bay Rd.  
PO Box 8784  
Williamsburg VA 23187-8784  
Attn: Mr. Patrick T. Menichino

Subject: 2010 Stormwater Management Facility (BMP) Inspection Findings

References: (a) JCC/Stormwater Division, six letters addressing BMPs WC040, WC041, WC071, WC073, WC079, WC080, all dated 3 April 2012.  
(b) JCC/Stormwater Division, six letters addressing BMPs WC025, WC041, WEC071, WC073, WC080, all dated February 2013.

Mr. Menichino,

Please let me take a few minutes to bring you up to date on the actions we have taken to close the referenced inspection findings. Your letters and previous visit to assist our Grounds and Maintenance Committee were most helpful and resulted in the following actions and long-term commitments:

- A self-inspection and inventory of all components for the 21 BMPs was completed in 2012;
- Our BMP maintenance contract has been completely rewritten and competed to address more thorough maintenance of all BMP components. The new contract was just awarded on 8 May 2013; and
- We are now in the process of updating our Reserve Study to include all BMP components for long-term planning and replacement.

Through volunteer and contracted actions, we have addressed all of the open inspection findings. Our volunteers have cut and stacked well over 1,200 small to medium sized trees that were growing on the dams and in the spillways. Other findings have been addressed through contract actions. I believe that we now have the best and most proactive BMP maintenance program of any community in James City County.

More specific information concerning our corrective actions for each of the open findings are as follows:

1. BMP WC025, 9330 Fieldstone Parkway, 1/7/2010. This inspection finding addressed a "vegetated filter strip" BMP on Fieldstone Parkway.



Conflict in Finding: BMP WC025 is located on Mill Pond Run and is a detention pond. Additionally, BMP WC081 is located at 9330 Fieldstone Parkway and we have been notified by the James City County Environmental Division that it will be extensively rebuilt when Land Bay 3 is developed. *COORDINATE W/ERP + SITE PLANS*

2. BMP WC040, Hollow Oak Drive, 1/14/2010. This finding addressed erosion at the inlet discharge point.

Corrective Actions: The Association contracted major work with heavy machinery to correct this problem in 2011. Additionally, trees and wooded vegetation were cleared from the dam top and sides, spillway channel, and outflow basin areas in 2013 to bring this BMP within acceptable standards.

3. BMP WC041, Oak Branch Drive, 1/12/2010. This finding addressed problems at the inlet discharge pipe to include erosion, excessive sediment, and separation at the top of flared end-section of discharge pipe. It also addressed erosion at outlet discharge pipe and debris and trees around the outlet.

Corrective Actions: Routine quarterly maintenance cleared debris and unblocked outlet discharge points. In 2013, all trees and wooded vegetation were cut and removed from the dam top and sides, around the inlet discharge pipe, the overflow spillway, and the outlet settlement basin. On 8 May 2013, a contract work order was approved to remove sediment from the inlet discharge pipe settlement basin and to repair the separation of the flared outlet discharge pipe. These repairs are scheduled to be accomplished before the end of May 2013 to bring this BMP within acceptable standards.

4. BMP WC071, Longwood Drive, 1/11/2010. This finding addressed subsidence around the principal spillway.

⇒ Corrective Actions: On 7 May 2013, Mr. William Cain, the Chief Civil Engineer for James City County, inspected the principal spillway riser and advised that it could be repaired from the inside by application of an elastic polymer based grout to seal the minor opening at the top of the outlet discharge pipe where it joins to the vertical riser. He further advised that the eroded area behind the principal spillway riser can then be simply back-filled with a clay based soil. The Association will issue contract work orders to accomplish this work prior to 31 May 2013. Additional actions accomplished in 2013 included cutting and removing all trees and wooded vegetation from the dam tops and sides, overflow spillway channel, and around the outlet discharge settlement basin. The above actions will bring this BMP within acceptable standards by the end of May 2013.

5. BMP WC073, Windy Branch Drive, 1/11/2010. This finding addressed erosion and debris at the inlet discharge point, a blocked outlet structure and channel, removal of trash and debris, and removal of woody vegetation from embankments and spillways.

Corrective Actions: Routine quarterly maintenance has removed trash and debris. In 2013, all trees and wooded vegetation were cut and removed from the dam top and sides, emergency spillways, and inlet settlement basins. On 8 May 2013, a contract work order was approved to remove two large fallen trees that are blocking access to the

outflow discharge pipe and settlement basin at the base of the dam. This work is scheduled to be accomplished prior to the end of May 2013. These collective corrective actions will bring this BMP within acceptable standards by the end of May 2013.

6. BMP WC079, Splitwood Road, 1/8/2010. These findings included erosion at the inlet discharge point, excessive accumulation of sediment in the pond basin, reestablishment of ground cover in the basin bottom and side slopes, lack of routine maintenance, excessive debris, and areas of erosion or slippage on side slopes.

Corrective Actions: In 2011, the developer addressed and repaired the majority of these problems. In 2012, the Association contracted for additional repair of erosion based slippage of riprap on side slopes, rebuilding of inlet settlement basins, and reestablishment of ground cover on the slopes. In 2013, all wooded vegetation and trees were cut and removed from the dam top and sides, spillway channels, and around the outlet discharge settlement basin. These actions have brought this BMP to acceptable standards.

7. BMP WC080, E. Cork Road, 1/8/10. These findings included erosion along inlet pipes and flared end sections, realignment of flared end section of inlet adjacent to emergency spillway, and sink holes adjacent to the outlet pipe.

Corrective Actions: On 8 May 2013, a contract work order was approved to correct for erosion in and around all inlet discharge points, the riprap channel in the pond basin, and to correct for the erosion/sink holes at the outlet discharge point. Additionally, in 2013 all trees and wooded vegetation were cut and removed from the dam top and sides, emergency spillways, and outlet discharge areas. These actions will bring this BMP within acceptable standards by the end of May 2013.

Note: The James City County Environmental Division advises that the inlet discharge pipe adjacent to the emergency spillway is in accordance with their approved construction plans and there is no need for the Association to realign the flared end section.

From the Association's viewpoint, the above actions have addressed all open inspection findings necessary to bring these BMPs back to acceptable standards. Please accept our apologies for the extended time frame in responding to the inspection findings and let me know if you have questions or need additional information.

Sincerely,



Ellen Clark, CMCA, AMS, PCAM  
Association Manager



**JAMES RIVER**  
LANDSCAPE MANAGEMENT

**THIS IS NOT AN INVOICE**

**JAMES RIVER GROUNDS MANAGEMENT, INC.**  
4614 ROCHAMBEAU DRIVE  
WILLIAMSBURG, VA 23188  
(757) 566-1800 FAX (757) 566-4334

**COPY**

<b>TO:</b> THE ASSOCIATION AT STONEHOUSE, INC	<b>QUOTE#:</b>
<b>PROPERTY:</b> STONEHOUSE ( BMP WC 73 ) 9701 MILL POND ROAD TOANO, VA 28168	<b>DATE:</b> 4/8/2013
	<b>TERMS:</b>

QTY/ HOURS	ITEM / DESCRIPTION	CHARGE	TOTAL CHARGE
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SCOPE OF WORK INCLUDES THE FOLLOWING TO BE COMPLETED AT BMP WC 73.  
REMOVAL OF FALLEN OAK TREE FROM THE BACKSIDE OF DAM TO CLEAR OUTFLOW.  
TREE WILL BE CUT BACK 8-10 FROM UP-ROOTED STUMP

LABOR / SITE PREP:	\$600.00	\$600.00
--------------------	----------	----------

\*ALL DEBRIS WILL BE CHIPPED ON SITE AND DISPURSED\*

SUBTOTAL:	\$600.00
VA TAX:	\$0.00

APPROVED BY & DATE:  5/13/13
AUTHORIZED SIGNATURE
THIS QUOTE IS VALID FOR 30 DAYS.

<b>TOTAL DUE</b>	<b>\$600.00</b>
------------------	-----------------

**WARRANTY:** We will replace one-time any plant 90 days from the date of installation. We are not obligated to replace any plant that dies as a result of improper care, drought, freezing, vandalism, theft, poor drainage, inadequate irrigation, or neglect. Sod carries no warranty but is guaranteed to be of good quality. Transplanted material carries no warranty. Annual plantings carry no warranty.  
\*\*By executing this quote I hereby agree (1) to pay interest on any past due amount at a rate of 18 percent (18%) per annum (1.5 percent per month of the outstanding balance); and (2) to pay all costs and expenses, including court costs and reasonable attorneys' fees, incurred in the collection of any past due amount.



**THIS IS NOT AN INVOICE**

**JAMES RIVER GROUNDS MANAGEMENT, INC.**  
4614 ROCHAMBEAU DRIVE  
WILLIAMSBURG, VA 23188  
(757) 566-1800 FAX (757) 566-4334

**COPY**

<b>TO:</b> THE ASSOCIATION AT STONEHOUSE, INC  <b>PROPERTY:</b> STONEHOUSE ( BMP WC 80 ) 9701 MILL POND ROAD TOANO, VA 23168	<b>QUOTE#:</b>  <b>DATE:</b> 4/8/2013  <b>TERMS:</b>
--	--

QTY/ HOURS	ITEM / DESCRIPTION	CHARGE	TOTAL CHARGE
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SCOPE OF WORK INCLUDES THE FOLLOWING TO BE COMPLETED AT BMP WC 80.  
 ADDTION OF CLASS A RIP RAP STONE AROUND RIGHT SIDE OF UPPER OUTFLOW PIPE AND ERODED AREAS ALONG THE MAIN DRIAN FLOW THROUGHOUT THE BOTTOM CENTER OF BASIN FLOOR.

**MATERIALS:**

3 TONS OF CLASS A RIP-RAP ( GREY )	\$55.70 P/T	\$167.10
------------------------------------	-------------	----------

**LABOR / SITE PREP:**

(INCLUDES TRACT SKIDSTEER)	\$385.00	\$385.00
----------------------------	----------	----------

**SUBTOTAL:** \$552.10

**VA TAX:** \$8.35

APPROVED BY & DATE: 5/13/13 AUTHORIZED SIGNATURE
<b>THIS QUOTE IS VALID FOR 30 DAYS.</b>

**TOTAL DUE** \$560.45

**WARRANTY:** We will replace one-time any plant 90 days from the date of installation. We are not obligated to replace any plant that dies as a result of improper care, drought, freezing, vandalism, theft, poor drainage, inadequate irrigation, or neglect. Sod carries no warranty but is guaranteed to be of good quality. Transplanted material carries no warranty. Annual plantings carry no warranty.  
 \*\*By executing this quote I hereby agree (1) to pay interest on any past due amount at a rate of 18 percent (18%) per annum (1.5 percent per month of the outstanding balance); and (2) to pay all costs and expenses, including court costs and reasonable attorneys' fees, incurred in the collection of any past due amount.

**THIS IS NOT AN INVOICE**



**JAMES RIVER GROUNDS MANAGEMENT, INC.**  
4614 ROCHAMBEAU DRIVE  
WILLIAMSBURG, VA 23188  
(757) 566-1800 FAX (757) 566-4334

**COPY**

<b>TO:</b> THE ASSOCIATION AT STONEHOUSE, INC  <b>PROPERTY:</b> STONEHOUSE ( BMP WC 41 ) 9701 MILL POND ROAD TOANO, VA 23168	<b>QUOTE#:</b>  <b>DATE:</b> 4/8/2013  <b>TERMS:</b>
--	--

QTY/ HOURS	ITEM / DESCRIPTION	CHARGE	TOTAL CHARGE
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SCOPE OF WORK INCLUDES THE FOLLOWING TO BE COMPLETED  
 AT BMP WC 41.  
 REMOVAL OF SEDIMENT FROM OUTFLOW COLLECTION BASIN, THE SEDIMENT WILL  
 DISPURSED ON THE DOWN SIDE OF DAM.  
 EXCAVATING SECTION ABOVE OUTFLOW PIPE TO INSTALL GEO-TEXTILE FABRIC  
 AND 57 STONE TO KEEP FUTURE SEDIMENT FROM ENTERING CRACK IN THE  
 LAST CONNECTION.

LABOR / SITE PREP: (INCLUDES MINI EXCAVATOR )	\$590.00	\$590.00
--	----------	----------

MATERIALS: 1 GEO TEXTILE FABRIC	\$15.00 P/P	\$15.00
0.5 YARD OF 57 STONE ( 1-2" GREY )	\$38.50 P/Y	\$19.25

SUBTOTAL: \$624.25

VA TAX: \$1.71

**TOTAL DUE \$625.96**

APPROVED BY & DATE:

*[Handwritten Signature]* 5/13/13  
 AUTHORIZED SIGNATURE

**THIS QUOTE IS VALID FOR 30 DAYS.**

**WARRANTY:** We will replace one-time any plant 90 days from the date of installation.  
 We are not obligated to replace any plant that dies as a result of improper care, drought, freezing, vandalism, theft,  
 poor drainage, inadequate irrigation, or neglect. Sod carries no warranty but is guaranteed to be of good quality.  
 Transplanted material carries no warranty. Annual plantings carry no warranty.  
 \*\*By executing this quote I hereby agree (1) to pay interest on any past due amount at a rate of 18 percent (18%) per  
 annum (1.5 percent per month of the outstanding balance); and (2) to pay all costs and expenses, including court costs  
 and reasonable attorneys' fees, incurred in the collection of any past due amount.





**REQUEST FOR PROPOSALS**  
**Stormwater Detention Pond (BMP) Maintenance**

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This Request for Proposals (RFP) is issued by The Association at Stonehouse, Inc., and is for professional maintenance service of specified Stormwater Detention Ponds (BMPs) located in the common areas owned and maintained by The Association at Stonehouse for its resident membership.

Response to this RFP is requested no later than 4-9-13. Replies to and questions about this RFP should be forwarded to:

**The Association at Stonehouse, Inc.**  
**9701 Mill Pond Run**  
**Toano, VA 23168**  
**Tel: 757- 566-0128**  
**Fax: 757- 566-1198**  
**Email: manager@mpstonehouse.com**

Contractor bids are requested for the services specified in the following pages for the remainder of base calendar year January 1 - December 31, 2013, with two contract option years that may be exercised by the Association for calendar years 2014 and 2015.

Contractor bids shall clearly identify costs for each major area of work specified in Exhibit A.

This RFP includes the following information:

BMP Maintenance Contract.....	Page 2
Remuneration Schedule .....	Page 5
Exhibit A	
Statement of Work .....	Page 6
Scope of Work.....	Page 6
BMP Management & Maintenance Requirements.....	Page 7
Additional Services & Obligations.....	Page 8
Exhibit B, BMP Maintenance Component List.....	Page 9
Exhibit C, Site Plan Identifying all BMP Locations.....	Page 10

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*STORMWATER DETENTION POND (BMP) MAINTENANCE CONTRACT*  
*BY AND BETWEEN \_\_\_\_\_ AND*  
*THE ASSOCIATION AT STONEHOUSE, INC.*

This Stormwater Detention Pond (BMP) Maintenance Contract ("Agreement") dated 4-9-13, 2013 between JAMES RIVER CROWNS MGMT. a Virginia Corporation (also referred to herein as "Contractor"), and The Association at Stonehouse, Inc. a Virginia non-stock corporation (also referred to herein as "Association") provides:

Recitals

Association desires to hire and engage Contractor to provide certain maintenance services in the Association's common areas as more particularly set forth in the attached specifications described as Exhibits A, B, and C which exhibits are expressly incorporated herein by reference and made a part hereof.

Terms and Conditions

Now, therefore, in consideration of the terms and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and Association agree as follows:

1. Contractor agrees to perform the services outlined in Exhibit A attached hereto. The relationship between Contractor and Association is that of an independent site support services contractor and not a partner, joint venture, employer, etc. Contractor shall be responsible for the selection and supervision of its employees, the payment of all their payroll taxes, insurance benefits and workman's compensation associated therewith. All employees and subcontractors hired by the Contractor shall be lawfully entitled to work in the United States. Contractor shall be fully liable for and hereby indemnifies and agrees to hold harmless the Association, its Board of Directors, agents and unit owners from any and all violations of federal immigration laws as the result of the immigration status of any of its subcontractors or employees.

2. Contractor shall be compensated for services rendered in accordance with the Remuneration Schedule and in accordance with the other provisions of this Agreement. Association reserves the right to offset against any payment made to Contractor any expenses incurred by the Association in performing any of the Contractor's obligations hereunder should Contractor fail to perform such obligations.

3. Association may direct Contractor to perform additional service for which Association shall bear all expenses. Contractor shall not incur any such additional expense without the prior written approval of the Association. The parties shall sign written agreements specifying the work and listing all costs of any additional services requested or required by the Association.

4. Contractor hereby indemnifies and holds Association, its directors, employees, agents or assigns harmless from all liability, damages, causes of actions, suit or judgment arising from injury to persons or property on the site, which may arise from a breach of this Agreement by Contractor or any negligent or intentional act of Contractor or its agents, subcontractors or employees. The provisions of this Section shall survive the expiration or termination of this Agreement.

5. Contractor's Insurance, Licenses and Permits. At the time the Contract is executed, the Contractor must produce proof of insurance coverage as follows:

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- a. Certificate of Liability Insurance providing:
    - 1) Property damage in an amount equal to or more than \$500,000.00 minimum;
    - 2) Bodily injury with a limit of not less than \$1 million for each person and for each accident;
    - 3) If motor vehicles are used, automobile (or truck) bodily injury with a limit of not less than \$1 million for each accident and property damage liability with a limit of not less than \$500,000.00 for each accident;
  - b. Workmen's Compensation insurance for all employees on Association property; and
  - c. The Association at Stonehouse and its managing agent shall be named as additional insured on all the above policies.
  - d. In addition to the above required insurance, the Contractor shall, at a minimum, maintain and provide proof of the following: State of Virginia Class A Contractors License, Business License, Business Pesticide License with Insurance, and Virginia Registered Commercial Applicators License.
  - e. Contractor shall maintain the insurance set forth and described above during the term of this agreement. Failure to maintain the required insurance, licenses and/or permits will result in immediate termination of the Contract.

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6. Contractor shall be liable for damages to any person or property while performing duties as outlined in Exhibit A, attached hereto.

7. Contract oversight and point of contact for all Contractor inquiries is through the Association Manager for the Board of Directors (BOD). The Association Manager may appoint a Contract Officer Representative (COR) to perform inspection and acceptance of Contractor's work.

8. This Agreement may be terminated at the discretion of the Association upon thirty (30) days written notice to the Contractor without any further obligation or liability hereunder, except as otherwise expressly provided for herein. Upon such termination, Contractor shall only be entitled to receive such remuneration as it would otherwise be entitled to receive hereunder through the date of termination.

9. In addition to any other rights it might have under this Agreement, the Association may withhold any amounts due Contractor under this Agreement which the Association deems necessary to reimburse the Association for any costs or liabilities incurred by the Association as the result of the Contractor's actions or omissions, or failure to fairly perform any or all service obligations in a satisfactory manner. Appropriate adjustments to these withholdings shall be made when the exact amounts owed by the Contractor are determined by the Association Manager.

10. A waiver by the Association of any breach of any term or condition hereof shall not be deemed a waiver of any other, or subsequent breach. In the event of a breach of this Agreement by Contractor, the Association shall have the right to pursue its legal remedies and the right to terminate the Agreement. In the event either party to this Agreement is required to file a legal action due to a breach hereof, the costs of the action, including, but not limited to, reasonable attorney's fees as determined by the Court shall be paid to the prevailing party.

11. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia. Both parties hereto expressly agree that if legal action is required to interpret or enforce this Agreement, said action shall be filed in the appropriate court in James City County, Virginia.

44 12. In the event that any part or provision of this Agreement shall be adjudged unlawful or  
45 unenforceable under Virginia law, any lawful intent of the provision and the remainder of this Agreement  
46 shall nonetheless survive and remain in full force and effect.

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48 13. Contractor shall ensure all employees and subcontractors while on Association Common Areas are  
49 in uniform, i.e., hat and shirt clearly marked with company logo, and present a neat and orderly appearance  
50 at all times.

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52 14. Contractor shall use due care, skill and diligence in the performance of its obligations under this  
53 Agreement. All services and work to be performed under this Agreement shall be performed in accordance  
54 with accepted standards of the profession or trade.

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56 15. This Agreement may not be assigned by Contractor without the prior written approval of the  
57 Association, which approval can be withheld in the Association's sole discretion.

58  
59 16. Each of the undersigned, by evidence of their signature thereto, affirms that it has the authority to  
60 bind their respective party to this Agreement.

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62 17. Notices allowed or required pursuant to this Agreement shall be either hand delivered or sent by  
63 United States mail, postage paid, to the addresses of the parties set forth below:

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65 a. To the Association: The Association at Stonehouse, Inc.  
66 9701 Mill Pond Run  
67 Toano, Virginia 23168  
68 Attn: Association Manager

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70 b. To the Contractor: JAMES RIVER GROUNDS MANAGEMENT  
71 4614 ROCHAMBEAU DRIVE  
72 WILLIAMSBURG, VA 23188  
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75 18. This Agreement may not be amended except by a written document signed by both parties.

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77 19. The Parties hereto agree to keep the terms, conditions, and remuneration for this Agreement  
78 confidential.

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80 20. This Agreement shall not automatically renew itself without the express written consent of the  
81 Association.

Remuneration Schedule

This contract is for the base year 2013, with two option years 2014 & 2015.

For the base contract period beginning MAY, 2013 and ending December 31, 2013, Association shall pay Contractor an annual fee of: \$ # 11,865.00 in equal monthly payments of \$ 988.75.

For the option contract period beginning January 1, 2014 and ending December 31, 2014, Association shall pay Contractor an annual fee of: \$ ~~15,876.00~~ 15,180.00 in equal monthly payments of \$ ~~1318.00~~ 1265.00 *PR*

For the option contract period beginning January 1, 2015 and ending December 31, 2015, Association shall pay Contractor an annual fee of: \$ ~~15,876.00~~ 14,868.00 in equal monthly payments of \$ ~~1318.00~~ 1239.00 *PR*

Payment shall be due within thirty (30) days of receipt of written request for payment thereof, which payment shall be subject to the terms and conditions of the Agreement.

The Association shall provide Contractor written notice sixty (60) days prior to the end of the contract period if it wants to exercise the above option contract periods.

Contractor: *[Signature]*

By: DALE C. O'CONNELL  
BRANCH MANAGER

Date: 4-9-13

The Association at Stonehouse, Inc.

By: *[Signature]*

Date: 5-13-13

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41 **1. STATEMENT OF WORK**

42 This Statement of Work (SOW) is issued by the Association at Stonehouse, Inc. and is specifically for the  
43 maintenance of all stormwater detention ponds (BMPs) located in the common areas of the Mill Pond at  
44 Stonehouse community.  
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47 **A. Background.** The Association owns and is responsible for the maintenance of twenty-one (21) dry  
48 stormwater detention pond BMPs. Fifteen (15) of these BMPs are built around earth berm dams, two (2)  
49 BMPs have concrete block dams, and four (4) BMPs have timber dams. The structural components of each  
50 BMP are as delineated in Exhibit B. The locations of all BMPs are as delineated in Exhibit C.  
51

52 **B. Objectives.**

- 53 1. The Association's objectives are to ensure all twenty-one (21) BMPs meet requirements of the  
54 Chesapeake Bay Preservation ordinances of the Code of James City County, Virginia; and  
55 2. The objective of this contract is to provide routine quarterly maintenance for all components of  
56 each BMP, to include, but not be limited to, the pond basin, dam tops and sides, all inlet and  
57 outlet structures, drain boxes and grates, overflow spillways, riprap protected channels and  
58 settlement basins.  
59

60 **2. SCOPE OF WORK**

61 **A. General Contract Requirements.** The Contractor shall:

- 62 1. Maintain the twenty-one (21) BMPs year round with maintenance accomplished on a quarterly  
63 basis;  
64 2. Provide all materials, labor and equipment required to complete all aspects of BMP maintenance  
65 work at each maintenance visit;  
66 3. Ensure a response time of 48 hours for any BMP problem related to this contract;  
67 4. Provide the Association with consultation upon request to assist in resolving problems associated  
68 with BMPs at no additional cost;  
69 5. Notify the Association Manager one week prior to all maintenance visits and when the work is  
70 done; and  
71 6. Provide written quarterly status reports to the Association Manager of work accomplished during  
72 each maintenance visit. The reports shall include problems encountered, changes required, and/or  
73 additional work recommended.  
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76 **B. Personnel.** The Contractor shall:

- 77 1. Provide the personnel necessary to service and maintain the BMPs;  
78 2. Provide dedicated on-site supervision of its employees during all visits to Stonehouse to clearly  
79 assign and review all work accomplished to ensure Association property is maintained in a  
80 consistent and professional manner;  
81 3. Provide training for on-site employees to include maintenance and equipment operation  
82 procedures which are specific to the common areas, instructions and necessary certifications  
83 concerning BMP maintenance and chemical applications, and the professional conduct and  
84 courtesy expected of all employees at all times when working on Association property;

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4. Ensure all work is performed in a manner that meets applicable OSHA regulations and is safe to its operators, residents, guests, and any pedestrian or vehicle in close proximity to operational machinery;
  5. Ensure the On-site Supervisor meets with the Association Manager on a quarterly basis to tour the BMPs and/or discuss maintenance issues or problems encountered. Additional meetings may be called at any time by the Association Manager on an as-needed basis; and
  6. In the performance of the work, the Contractor and its employees shall comply with all applicable state and county laws, statues, regulations and instructions issued that pertain to maintenance of stormwater detention ponds, to include all applicable environmental, safety, and security requirements issued by governmental officials, regulatory agencies, law enforcement officials, security guards, etc.

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3. **BMP MANAGEMENT & MAINTENANCE REQUIREMENTS**

*The Contractor shall provide maintenance services to meet the following specifications:*

A. **Control of Vegetation and Wooded Growth.**

1. **Grasses.** The Contractor shall mow or use sting cutters (weed eaters) at each visit to maintain grasses and vegetation on dam tops and sides at an 8-inch height. Grasses and vegetation shall be removed from all riprap structures.
2. **Pine Saplings.** Pine saplings shall be cut and removed at each visit from all areas of the BMP, to include the pond basin, dam top and sides, and all riprap structures.
3. **Other Wooded Vegetation.** Trees and brush shall be cut and removed from the dam top and sides, overflow spillway channels, and all riprap structures.
4. **Removal of Cut Wooded Vegetation.** Cut pine saplings and other wooded vegetation shall be removed from Association property at each visit. Use of wood chippers to dispose of cut brush and trees shall require the Association Manager's approval on a case-by-case basis.

B. **Cleaning & Sediment Control.**

1. **Pond Basins.** Loose wooded debris, water-carried tree limbs and trunks, and trash shall be removed from all cleared areas within the pond basin.
2. **Concrete Drain Boxes & Grates.** Drain boxes and grates shall be cleaned out at each visit to remove all sediment and debris to ensure proper drainage.
3. **Inlet and Outlet Settlement Basins.** Sediment and debris shall be removed at each visit from all riprap settlement basins.
4. **Riprap Channels and Overflow Spillways.** Sediment and debris shall be cleared at each visit from all riprap channels and overflow spillways.
5. **Sediment Disposal.** Sediment removed during cleaning shall be discarded on the outlet side of the dam well away from the outlet and overflow spillway channels.

C. **Clean-Up and Trash Removal.**

1. **Trash & Wooded Debris Removal.** Trash shall be removed at each visit from all areas and structures within each BMP. Loose wooded debris, to include tree limbs and trunks, that are blocking drain grates, settlement basins, or drainage channels shall be removed at each visit.
2. **Trash & Wooded Debris Disposal.** Trash and wooded debris shall be removed from Association Property at each visit.

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4. ADDITIONAL SERVICES AND OBLIGATIONS

A. Additional Work Cost Estimates. If required by the Association Manager, the Contractor shall provide cost estimates for additional work to bring the BMPs into acceptable norms, and for the following additional work:

1. Removal of trees that have fallen into BMPs.
2. Removal of illegal trash dumping (appliances, etc.).
3. Repair of damaged BMP components.
4. Clean-up of debris resulting from hurricanes, tropical storms, etc..
5. Removal of excessive sediment.

B. Property Damage. The Contractor shall assume liability for any property damaged by trimmers, edgers or other equipment operated by the Contractor - including, but not limited to, fences, irrigation systems, plants, shrubs, flowers, windows, signs, structures, lamp posts or automobiles. Damage to these items shall be the responsibility of the contractor to repair or replace. The Association Manager shall be the determining party as to responsibility for repairs/replacement.

C. Contractor Product Compliance. The Contractor shall warranty that all BMP maintenance products, procedures, and methods of application used in performance of this Agreement comply in all respects with Federal, State, and local laws, ordinances, regulations, and manufacturer's instructions.

D. Complaints and Verbal Abuse. The Contractor shall ensure that all complaints made to the Contractor or its employees by community residents shall be handled professionally and diplomatically with instructions that the complaint should be addressed to the Association Manager. All incidents of verbal abuse by community residents toward Contractor or its employees shall immediately be reported to the Association Manager.

E. Threats to Health and Safety. The Contractor shall immediately report any condition that is or may be threatening to the health and/or safety of any person to the Association Manager.



James City County - Mill Pond at Stonehouse

March 1, 2013 - 01149

