



Chesapeake **RiverWise** Communities
CONTRACTOR QUESTIONNAIRE

Name of company: _____

Contact Person: _____

Address (Street, City, Zip): _____

Phone Number(s): _____

Email(s): _____

Which of the following best management practices (BMPs) are you interested in providing under the Chesapeake **RiverWise** Communities program? *(check all that apply)*

- Rain gardens BayScaping Replacement of impervious surface

To which of the following area(s) are you willing to travel for consultations and installation of Chesapeake **RiverWise** Communities Program BMPs? *(check all that apply)*

- City of Richmond Henrico County

From start to finish (initial consultation to completion of installation), how long do you estimate it would generally take you to complete a project?

Rain Gardens: _____ BayScaping: _____ Pervious Surface: _____

What major equipment does your company own?

What months out of the year are you able to install? Can you meet with homeowners year round?

How many total projects do you estimate your company can complete in a year?

Ideally, how many projects would you like to see grouped together for each round of installations?



PARTNERSHIP AGREEMENT FOR THE CHESAPEAKE RIVERWISE COMMUNITIES PROGRAM

Alliance for the Chesapeake Bay &

I. INTRODUCTION

The Alliance for the Chesapeake Bay (“THE ALLIANCE” or “Sub-Recipient”) is overseeing and coordinating the installation of best management practices (“BMPs”) which may include BayScaping, rain gardens, and replacement of impervious surface with pervious surface as a part of their Chesapeake RiverWise Communities Financial Incentive Program. _____ (“Sub-Contractor”) has agreed to participate in the program by installing one or more of the above BMPs at selected properties.

A. DEFINITIONS

For the purposes of this agreement, the BMPs to be installed as part of the Chesapeake RiverWise Communities Financial Incentive Program are defined as follows:

1. “BayScaping” shall be defined as an area of lawn replaced with native plants that are indigenous to the Chesapeake Bay region prior to European settlement;
2. “Rain garden” shall be defined as a small garden landscaped with native plants (as described above) to collect, store and infiltrate stormwater runoff in its loose amended soil and strategically placed to intercept stormwater runoff until it can be fully absorbed into the ground;
3. “Pervious surface” shall be defined as any surface that permits water to soak naturally into the ground. For the purposes of this program, existing impervious surface must be removed and replaced with pervious materials to qualify for grant funding.

II. SCOPE OF SERVICES

A. REIMBURSEMENT ALLOWANCES

The BMPs are eligible for reimbursement in accordance to the following schedule:

1. Up to \$1500 for installation of a rain garden (rain gardens costs shall range from \$1200 - \$1500 dependent upon site difficulties);
2. Up to \$1200 for installation of BayScaping
3. Up to \$3000 for the replacement of impervious surface with a pervious surface.

B. BMP SPECIFICATIONS

1. Rain garden

- a. Review the *Homeowner Audit Report* provided by THE ALLIANCE and the Reedy Creek Coalition (RCC) for recommendations regarding installation location and approximate runoff from impervious surfaces. Contact Anna Mathis at amathis@allianceforthebay.org

- for a copy of the audit if necessary.
- b. The rain garden location must be a minimum of 10 feet away from any existing foundation or retaining wall.
 - c. During the audit, soil conditions will be evaluated for infiltration with an infiltrometer. If indicated in the audit report or deemed necessary by the contractor's evaluation, existing soil should be removed and replaced with a bioretention soil mix. The bioretention soil mix ratio must be 50% sand, 25% topsoil, 25% compost/leaf mulch.
 - d. Permission must be granted by the homeowner for the use of herbicides including Round Up; if permission is not granted then Sub-Contractor can use a sod cutter or hand remove lawn.
 - e. To determine the size and depth of the rain garden, fill out the Rain Garden Calculation Worksheet.
 - f. The drawdown period for completed installations after any rain event must not surpass 48 hours.
 - g. Completed rain gardens should have a 2-3" hardwood mulch layer.
 - h. Native plants to the Chesapeake Bay region must be used. Some non-native, non-invasive plant exceptions may be made, but must be approved by THE ALLIANCE prior to use. Refer to the VA DOF Rain Garden Technical Guide or the Alliance's Native Plants for Rain Gardens publication for a list of recommended species.
 - i. Plant material must total at least 22 gallons (size of perennials can be substituted at a 2 quart: 1 gallon equivalency). Each rain garden must be a minimum of 50 square feet and have a minimum of 2-3 shrubs at 3 gallons each.
 - j. Excavated soil should be used in berm construction. The berm should be constructed from soil or other earthen material. Other materials (i.e. landscaping fabric or burlap) should not be used in the berm construction. The berm must be compact and level to provide sheet overflow.
 - k. If the additional excavated soil can stay on site and is placed on a grass or lawn area then the area must be reseeded and straw mulched; if the additional excavated soil is used to create a bed or placed on existing soil then the area must be mulched with 2-3" of hardwood mulch. If there is no suitable location on site for the additional excavated soil, then it must be hauled away.
 - l. Provide before, during, and after digital photos of the rain garden site. During construction photos must show depth and layers of rain garden.
 - m. The design/proposal must be approved by both the homeowner and THE ALLIANCE before work begins. The calculations worksheet must be submitted with a plant list (common and scientific name), estimate, and before photos.

2. BayScaping

- a. Review the *Homeowner Audit Report* provided by RCC/THE ALLIANCE for recommendations regarding installation location and site information. Contact Anna Mathis at amathis@allianceforthebay.org for a copy of the audit if necessary.
- b. Permission must be granted by the homeowner for the use of herbicides including Round Up; if permission is not granted then Sub-Contractor can use a sod cutter or hand remove lawn.
- c. BayScape gardens must replace existing lawn area or eroded areas and encompass a minimum of 120 square feet. If the area is less than 120 square feet, justification for size constraints must be submitted to THE ALLIANCE. If approved, THE ALLIANCE will reimburse at \$10 per square foot.
- d. Ivy removal is not covered under the grant funding. Homeowners may elect to pay contractor as an additional service or remove themselves prior to installation.
- e. Native plants to the Chesapeake Bay region must be used in creation of BayScape gardens. Some non-native, non-invasive plant exceptions may be made, but must be

approved by THE ALLIANCE prior to use. Refer to <http://www.nativeplantcenter.net> or http://www.dcr.virginia.gov/natural_heritage/np.shtml for a searchable list of native plants.

- f. Plant material must total 34 gallons for 120 square feet (size of perennials can be substituted at a 2 quart: 1 gallon equivalency) with a minimum of 2-3 shrubs at 3 gallons each.
- g. Completed BayScape gardens should have at minimum a 2-3" hardwood mulch layer.
- h. The design/proposal must be approved by both the homeowner and THE ALLIANCE before work begins. A simple sketch showing the rough outline and location descriptors must be submitted with a list of native plants (quantity, size, and species), estimate, and before picture.
- i. Optional items, such as stepping stone pathways, are not eligible for grant funding, but may be added at the homeowner's expense.

3. Replacement of impervious surface

- a. Review the *Homeowner Audit Report* provided by THE ALLIANCE/RCC for recommendations regarding installation location and site information. Contact Anna Mathis at amathis@allianceforthebay.org for a copy of the audit if necessary.
- b. An existing impervious surface, such as cement, asphalt, etc. must be removed. In some cases, bare compact soils may qualify as impervious. This will be noted in audit report, with the results of the infiltration test.
- c. The homeowner may then choose to replace the impervious surface with any type of pervious material, such as gravel, pavers, porous concrete, etc.
- d. Pervious paver projects must follow the City of Richmond Residential BMP pervious paver design standards or manufacturer specifications.
- e. If the project involves concrete removal and no installation of new pervious pavers, the area must then be sodded, seeded and straw mulched, or prepped for a garden installation. The soil underlying the impervious surface removed must be tilled or mixed so that it is no longer compacted.
- f. The design/proposal must be approved by both the homeowner and THE ALLIANCE before work begins. A sketch showing the outline and location descriptors must be submitted with information on type of pervious surface (i.e. interlocking pavers, turfstone).

C. RESPONSIBILITIES OF ALLIANCE FOR THE CHESAPEAKE BAY

- 1. In conjunction with RCC, educate homeowners about the Chesapeake RiverWise Communities program.
- 2. Obtain signed maintenance agreements, co-payments, and any other necessary paperwork from all participating homeowners.
- 3. Provide oversight of Sub-Contractors installing BMPs on private residential properties, including design review.
- 4. Fair share objectives:

Sub-Recipient agrees to comply with the requirements of EPA's Program for Utilization of Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33. Sub-Recipient will document its efforts to meet the federal fair share objectives for MBE and WBE participation in procurement under this Grant Agreement and submit all documentation available to DDOE.

Sub-Recipient will keep such records as are necessary to determine compliance with the fair share obligations. The records kept by the Sub-Recipient, its Sub-Contractors and Vendors will

be designed to indicate: (1) the number of minority, non-minority, and women owned businesses that applied for the contracts and/or subcontracts, and (2) the number of minority, non-minority, and women owned businesses, employed in each work classification on the project.

Definitions:

Disadvantaged Business Enterprises (DBEs) are entities owned and/or controlled by a socially and economically disadvantaged individuals as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note) (10% statute), and Public Law 102-389 (42 U.S.C. 4370d) (8% statute), respectively; a Small Business Enterprise (SBE); a Small Business in a Rural Area (SBRA); a Labor Surplus Area Firm (LSAF); or a Historically Underutilized Business (HUB) Zone Small Business Concern, or a concern under a successor program.

Minority Business Enterprises (MBEs) are entities that are at least 51% owned and/or controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note), and Public Law 102-389 (42 U.S.C. 4370d), respectively.

Women's Business Enterprises (WBEs) are entities that are at least 51% owned and/or controlled by women (under the 10% and 8% statutes).

5. Assist Sub-Contractors as necessary in communication with homeowners and RCC to include how the selected BMP installations meet the Chesapeake RiverWise Communities goals.
6. Maintain contact information database of sub-contractor participants and assist homeowners participating through this avenue in selection and oversight of an approved Sub-Contractor.
7. Issue payment to Sub-Contractors for completed installations per property based on above reimbursement allowances, provided that completed projects have met the required BMP specifications.
8. Coordinate inspection of installed BMPs by THE ALLIANCE staff to ensure proper installation and function of each BMP.
9. Provide instructions to homeowner for care and maintenance of installed BMP(s).
10. Complete reporting requirements as indicated by funding sources.

D. RESPONSIBILITIES OF SUB-CONTRACTOR

1. Coordinate with THE ALLIANCE to determine appropriate degree of participation within the Chesapeake RiverWise Communities Program and provide an approximate timetable for project completion.
2. Review audits provided by THE ALLIANCE/RCC to identify approved BMP(s) and location(s) for installation.
3. Meet with homeowners to discuss BMP(s) for their property and provide estimate for each service discussed. Homeowners may elect to hire Sub-Contractor to perform additional services at their own expense.
4. After collection of required paperwork by THE ALLIANCE, provide homeowner and THE ALLIANCE with a design plan for the work to be completed and allow for design changes based on homeowner's suggestions. Sub-Contractor must provide the following information to the homeowner/THE ALLIANCE with the design/proposal:
 - a. Proposal to include written description of work to be performed, list of native plants proposed to be installed, including number and size of each, scientific name, and common name.
 - b. Design plan showing location and size of BMPs (may be sketched or computer generated), including any associated BMP worksheets. (See checklists and worksheets for detailed specifications for each practice.)
 - c. Any optional services, priced separately.

5. Locate any surface or subsurface property conditions such as pipes, cables or other obstructions or hazards on the property by calling Miss Utility before any work begins. If any hidden obstructions or other unexpected conditions arise during the installation, it will be the responsibility of the homeowner to cover any additional costs incurred.
6. Install the BMP(s) selected by the property owner which may include rain gardens, BayScape gardens, and/or replacement of impermeable surfaces with permeable surfaces.
7. Provide instructions to homeowner for care and maintenance of installed BMP(s).
8. Maintain appropriate licenses, workmen compensation, and general liability insurance not less than \$1 million to cover Sub-Contractor activities on the property. Paver Sub-contractors must be ICPI certified. Installers of other pervious materials (such as porous concrete) shall provide one of the following documentation:
 - a. Documentation from an accredited organization certifying the individual/company as knowledgeable and competent with the installation of this material.
 - b. References for three of the most recently completed projects utilizing this material (including client name, phone number, date of installation, and address as well as photos of the completed projects).
9. Submit detailed invoices to THE ALLIANCE according to above reimbursement allowances. Invoices must be itemized to include itemized materials costs, labor rates/hour, design fees, and any other relevant project expenses. Include copies of receipts or other documentation of expenses when possible. Also submit "before" and "after" digital photos of project.
10. Agree to correct any problems identified by THE ALLIANCE staff during inspections before and after completion of project installation at no additional charge to the homeowner or THE ALLIANCE.
11. Agree and acknowledge that you as the Sub-Contractor are solely responsible for any taxes owed, if any, on the payments made payable to it under this Agreement by any taxing authority, whether federal, state or local.
12. Ensure the protection of existing public and private property including but not limited to sidewalks, pavements, landscaping, from damage using methods approved by the City of Richmond such as planking, covering, temporary cement curbs, etc., and shall be responsible for replacement of items that are damaged by work under this Grant. Sub-Contractor shall be responsible for repair or replacement of damages to sidewalks, curbs, streets, public property and public utilities as directed by the City of Richmond in accordance with the standards of the City having jurisdiction over the damaged property. Sub-Contractor shall replace cracked slabs.
13. Sub-Contractor shall clean all sediment and pollutants associated with the project off of any City right-of-way.
14. Sub-Contractor shall be responsible for obtaining any permits associated with this project by the City.
15. Sub-Contractor shall be responsible for personal injury to workmen and the public and/or property damages as a result of any negligent or other wrongful acts or omissions they cause, and shall indemnify and hold THE ALLIANCE harmless for any such injuries that are incurred during the completion of tasked projects.
16. Nothing contained in the drawings and specification shall be interpreted as making THE ALLIANCE a party to, liable for, or relieving Sub-Contractors of:
 - a. Sub-Contractor's responsibility for materials delivered and work performed until completion and final acceptance;
 - b. Sub-Contractor's responsibility to sustain all costs, losses, or damages arising out of the nature of the work to be done, or due to any unforeseen or usual obstructions or difficulties which may be encountered in the accomplishment of the work, or resulting from the work, or resulting from the action of the elements; and
 - c. Sub-Contractor's responsibility to protect existing public and private property.
17. Prior to the start of construction work, Sub-Contractor shall work with THE ALLIANCE to provide a minimum of five (5) site condition digital photographs of adjoining private and public

property and other improvements on and around the perimeter of the project site which may be subject to damage claims.

18. In no event will the Sub-Contractor use grant funds for a purpose other than that of costs allowable for the grant project authorized by this Partnership Agreement. Sub-Contractors will ensure that its Vendors do likewise as set forth herein this paragraph.

E. INDEMNIFICATION

Sub-Contractor agrees to indemnify and hold harmless the Alliance for the Chesapeake Bay and all of its officers, agents and servants against any and all claims of liability or lawsuits arising from or based on, or as a consequence of or result of, any act, omission or default of THE ALLIANCE employees or its Sub-Contractors, in the performance of activities through the Chesapeake RiverWise Communities Financial Incentive program.

ALLIANCE FOR THE CHESAPEAKE BAY:

ACCEPTED BY:

ACCEPTED BY:

SIGNATURE:

SIGNATURE:

DATE:

DATE:
