# FAIRFAX COUNTY PARK AUTHORITY

# M E M O R A N D U M

**TO:** Chairman and Members

Park Authority Board

VIA: Kirk W. Kincannon, Executive Director

**FROM:** David Bowden, Director

Planning and Development Division

**DATE:** March 8, 2018

# Agenda

Planning and Development Committee Wednesday, March 14, 2018 – 5:45 p.m. Boardroom – Herrity Building Chairman: Ken Quincy

Vice Chair: Michael Thompson

Members: Linwood Gorham, Ronald Kendall, Maggie Godbold

- 1. Scope Approval Replacement of Area 1 Maintenance Facility in Pimmit Run Stream Valley Park Action\*
- 2. Scope Approval Repaving of the Gerry Connolly Cross County Trail in Accotink Stream Valley Park Near Hunter Village Drive Action\*
- 3. Scope Approval Improvements to Flatlick Stream Valley Park Trail Action\*
- 4. Scope Approval Fred Crabtree Park Diamond Field #2 Installation of Athletic Field Lighting Including Approval of a Memorandum of Agreement with the Washington Nationals Dream Foundation for a Turnkey Donation of Field Improvements at Fields #1 and #2 – Action\*
- 5. Monthly Contract Activity Report Information\*

\*Enclosures



#### **ACTION**

<u>Scope Approval – Replacement of Area 1 Maintenance Facility in Pimmit Run Stream Valley Park (Dranesville District)</u>

#### ISSUE:

Approval of the project scope to replace the Area 1 Maintenance Facility in Pimmit Run Stream Valley Park.

#### **RECOMMENDATION:**

The Park Authority Executive Director recommends approval of the project scope to replace the Area 1 Maintenance Facility.

#### TIMING:

Park Authority Board action is requested on April 11, 2018, to maintain the project schedule.

#### **BACKGROUND:**

The approved Planning and Development Division FY 2018 Work Plan included a 2016 Park Bond project to replace the Area 1 Maintenance Facility. The Area 1 Maintenance Facility is located within the Pimmit Run Stream Valley Park. The current facilities are inadequate to serve the current and projected needs of the maintenance staff, as the existing buildings have reached their life expectancy and need to be replaced. Facility deficiencies include leaking roofs, building flooding and cramped rooms. A more efficient use of the buildings and site is also required in order to consolidate the work and staff members from the Area 1 and Oak Marr Park maintenance shops. The staff at the Area 1 Maintenance Facility will increase from 11 merit and 2 seasonal employees to 20 merit and up to 4 seasonal employees.

The project team was assembled with representatives from Park Operations, Resource Management, and Planning and Development Divisions to establish the project scope in accordance with the approved FY 2018 Planning and Development Division Work Plan. Staff selected the architecture firm of Samaha Associates, PC (Samaha) via an openended Architectural/Engineering contract to assist the project team with developing the project scope for the new Area 1 Maintenance Facility. Based on the schematic design prepared by Samaha (Attachment 1), the project team has completed its evaluation of the program requirements and recommends the following scope of work:

- Demolish three existing maintenance buildings
- Relocate two existing storage sheds on-site
- Construct an underground stormwater maintenance facility
- Construct a new one-story 7,500 SF maintenance building
- Relocate existing above-ground fuel tank on-site
- Resurface and expand parking lot to accommodate 26 vehicles, nine trailers, and five trucks
- Replace security fence
- Resurface driveway to existing the community building
- Plant vegetative buffer as required

The proposed scope of work allows for a new maintenance building that will have distinct administrative and maintenance work areas. The administrative area of the building will include four offices, a shared computer work area, a training room for 25 people, a locker room, and related support spaces. The maintenance work area will house two work bays, tool storage area, storage shed, wash bay, and related support spaces.

The cost estimate for preparing the bid documents and completing the recommended scope of work is \$3,254,150 (Attachment 2).

Staff estimates the replacement of the Area 1 Maintenance Facility will result in no additional annual revenue. Staff estimates an annual operating and maintenance cost of \$10,000 and a lifecycle cost of \$1,700,000 for the replacement of building components in year 30.

The proposed timeline for completing the project is as follows:

PhasePlanned CompletionScopeFirst Quarter CY 2018Design / PermittingFourth Quarter CY 2018ConstructionSecond Quarter CY 2020

#### FISCAL IMPACT:

Based on the scope cost estimate, funding in the amount of \$3,254,150 is necessary to fund this project. Funding is currently available in the amount of \$200,000 in PR 000091-037, Area 1 Maintenance Facility Renovation Scope and Design, and \$3,000,000 in PR-000078-003, Area 1 Maintenance Shop Replacement, both in Fund 300-C30400, Park Authority Bond Construction. Funding is also available in the amount of \$54,150 in PR-000029-009, Area 1 Building Improvements, in Fund 800-C80300, Park Improvement Fund, for a total of \$3,254,150.

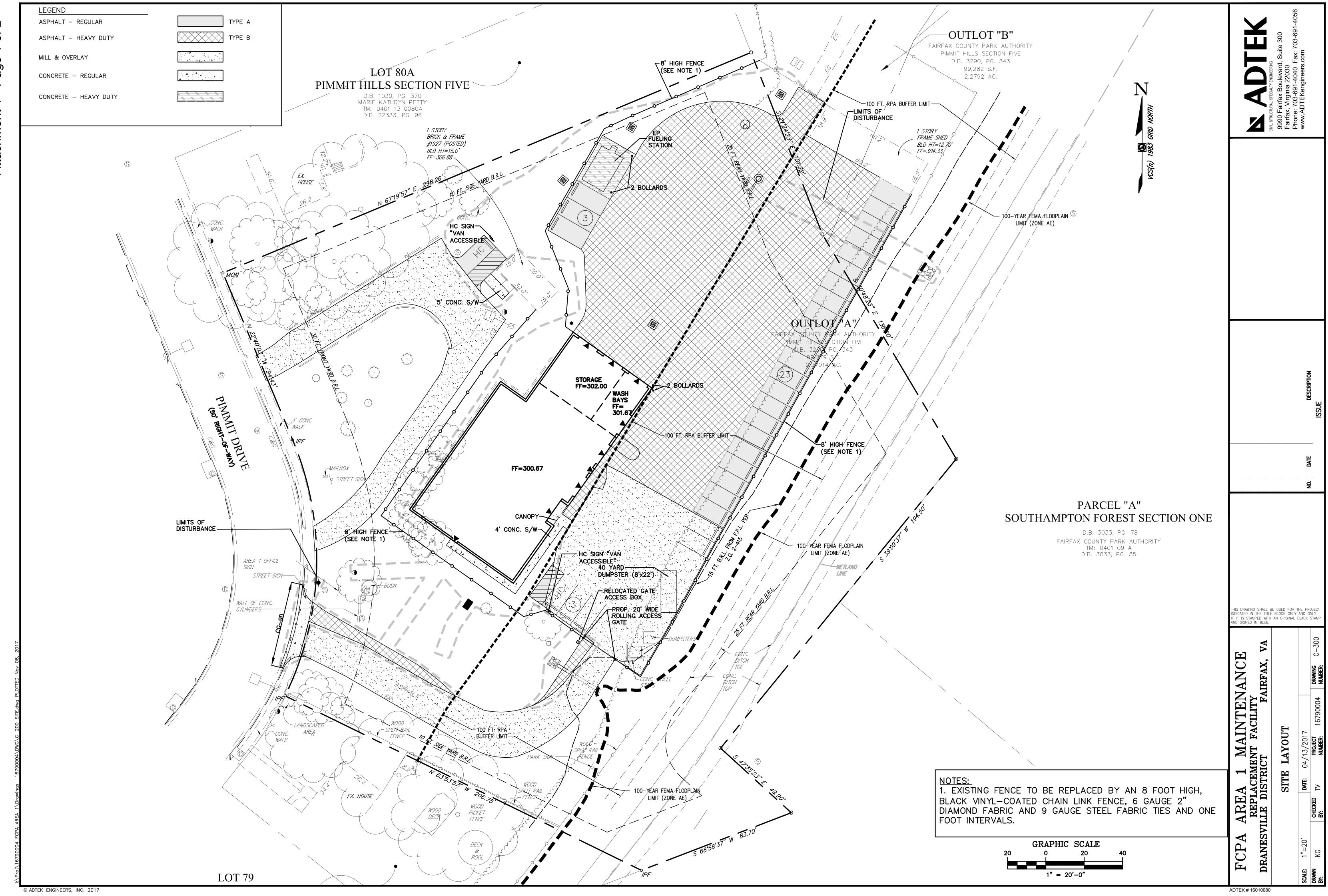
#### **ENCLOSED DOCUMENTS:**

Attachment 1: Schematic Design Drawings

Attachment 2: Scope Cost Estimate

## STAFF:

Kirk W. Kincannon, Executive Director
Aimee L. Vosper, Deputy Director/CBD
Sara Baldwin, Deputy Director/COO
Todd Johnson, Director, Park Operations Division
David Bowden, Director, Planning and Development Division
Paul Shirey, Branch Manager, Project Management Branch
Andy Miller, Project Coordinator, Project Management Branch
Valarie Maislin, Project Manager, Project Manager Branch
Janet Burns, Fiscal Administrator
Michael Baird, Manager, Capital and Fiscal Services









3 RENDERING EAST
12" = 1'-0"











1052	1 Rosehaven Street, Suite 200	Fa	irfax, VA 22030

FCPA AREA 1 MAINTENANCE

SCHEMATIC DESIGN

929 PIMM	IT DRIVE	
NO	DEVICION	DATE
NO	REVISION	DATE

RENDERINGS

Checked By: FTL

#### Attachment 2

# SCOPE COST ESTIMATE Pimmit Hills Area 1 Maintenance Facility Replacement

## **DESIGN**

Design	\$278,802
Permits and fees	\$107,000
Subtotal	\$385,802

## CONSTRUCTION

Demolition	\$69,020
Building	\$1,497,610
Sitework	\$638,950
Contaminated Soils	\$31,200
Subtotal	\$2,236,780

Utility Construction/Fees	\$50,000
Construction Administration	\$111,839
Testing and Inspection	\$55,919
Contingency	\$184,862
Project Administration	\$178,948
Fixtures Furniture Equipment Allowance	\$50,000
Subtotal	\$631,568

**Total Project Estimate** 

\$3,254,150





## **Description:**

The existing maintenance buildings will be replaced with a new 7,500 sf building. The building will have two distinct functions for administrative and maintenance operations. An expansion of the parking lot will accommodate 24 employees, 2 visitors, 9 trailers, and 5 trucks. Associated stormwater management and site improvements will also be incorporated.

# **Project Funding:**

•	2012 Bond Area 1 Maintenance Facility	
	Renovation Scope and Design	\$200,000

• 2016 Bond Area 1 Maintenance Shop Replacement \$3,000,000

•	2016 Bond Area 1 Building Improvem	nents	\$54,150
		<b>-</b>	40.054.450

Total \$3,254,150

## **Cost:**

Annual Operating Cost: \$10,000

Life Cycle Replacement Cost: \$1.7M

Completed by FY2020 - March 2020



## **FCPA Project Team:**

Dan Sutherland Park Operations Paul Hagerman Park Operations Alan Crofford Park Operations Russell Arrington **Park Operations** Davood Majidian **Park Operations ADA Coordinator** Gary Logue

Samantha Wangsgard Resource Management

**Chris Sperling** Cultural Resources

David Bowden Planning and Development Paul Shirey Planning and Development Planning and Development Andy Miller

Valerie Maislin Project Manager Eric Inman

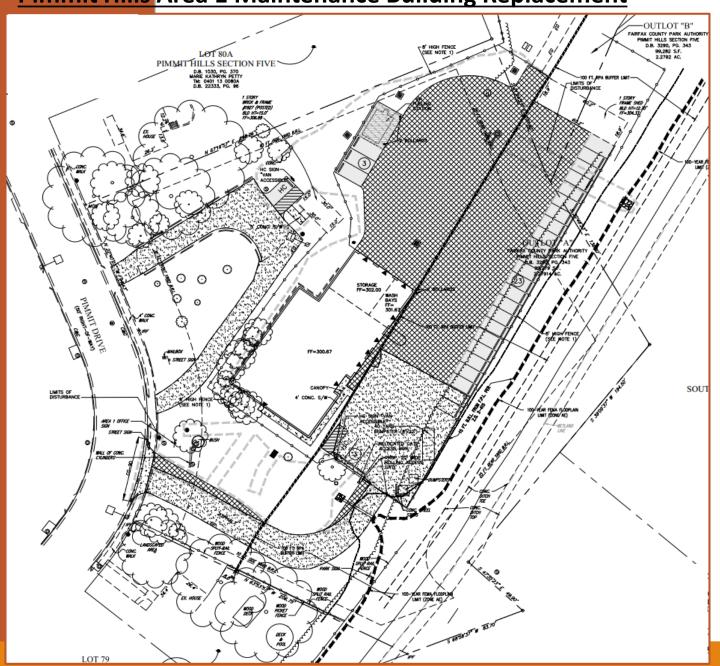




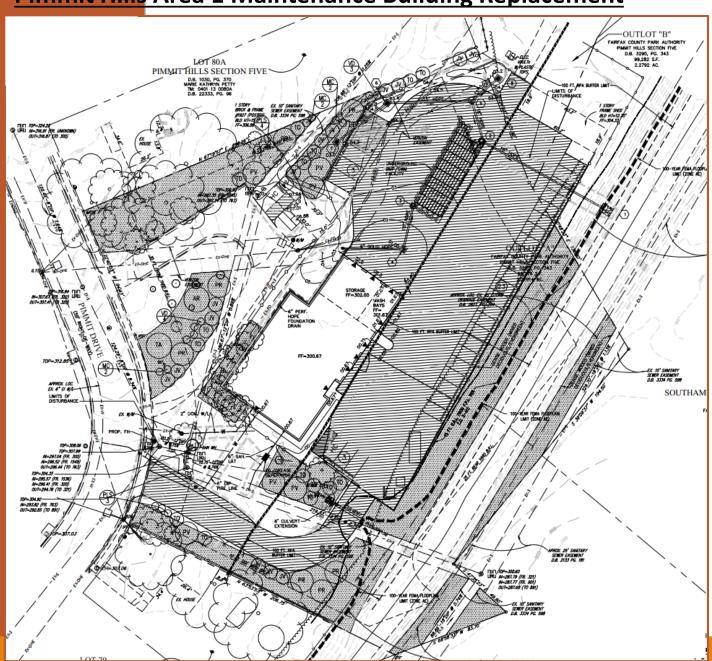
## **Milestone Schedule:**

Kickoff Meeting	Aug/2016
Citizen Meeting	Mar/2017
35% Project Design Dwgs	Nov/2017
2232 Process Application	Jan/2018
PAB Scope Approval	Mar/2018
50% Project Design Dwgs	Mar/2018
Citizen Meeting	Mar/2018
50% Construction Documents	Apr/2018
95% Project Completion	Jun/2018
100% Construction Documents	Jul/2018
Obtain Permits	Nov/2018
Bid Project	Dec/2018
Start Construction	Mar/2019
Final Completion	Mar/2020

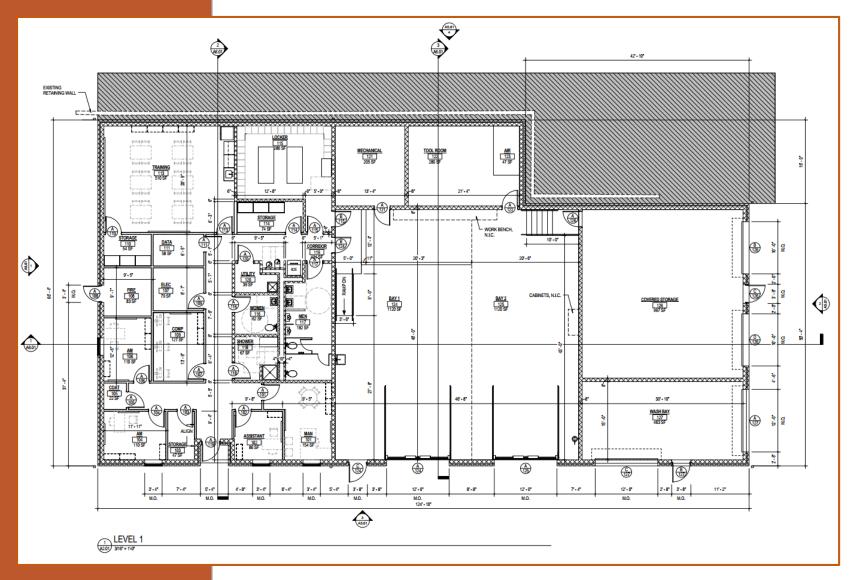






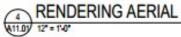












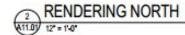




















# **Questions / Comments?**





#### **ACTION**

<u>Scope Approval – Repaving of the Gerry Connolly Cross County Trail in Accotink</u> Stream Valley Park Near Hunter Village Drive (Braddock District)

#### ISSUE:

Approval of the project scope for repaving approximately 4,400 linear feet of asphalt trail and related work along the Gerry Connolly Cross County Trail (GCCCT) to restore trail connectivity in Accotink Stream Valley Park.

#### **RECOMMENDATION:**

The Park Authority Executive Director recommends approval of the project scope for repaving approximately 4,400 linear feet of asphalt trail and related work along the GCCCT to restore trail connectivity in Accotink Stream Valley Park.

#### TIMING:

Park Authority Board approval is requested on April 11, 2018, to maintain the project schedule.

#### **BACKGROUND:**

The Park Authority Board approved the list of trail improvement projects identified for funding from the remaining fund balance in the 2012 Park Bond Program on October 25, 2017. This list of funded projects includes improvements to the GCCCT in the Hunter Village Drive area of the Accotink Stream Valley Park. The GCCCT is an approximately 41 mile cross county trail. This section of the GCCCT provides access to approximately 2,200 residents to the trail.

The existing asphalt trail has now exceeded its life expectancy and is currently in very poor condition. Improvements will include rebuilding approximately 4,400 linear feet of asphalt trail east of Hunter Village Drive (Attachment 1).

A project team was assembled with representatives from Park Operations, Resource Management, Park Services, and Planning and Development Divisions to establish the project scope in accordance with the approved FY 2018 Planning and Development Division Work Plan.

The scope of work to rebuild approximately 4,400 linear feet of asphalt trail in Accotink Stream Valley Park includes:

- In-house design and plan preparation for asphalt trail
- Consultant design and plan preparation for fairweather crossing replacement
- Construction contract bidding and award
- Demolition of the existing asphalt trail
- Rebuilding of approximately 4,400 linear feet of new asphalt trail
- Invasive species management

The project scope cost estimate for rebuilding approximately 4,400 linear feet of asphalt trail and related work in the Accotink Stream Valley Park is \$486,160 (Attachment 2). This project will not generate any additional revenue. Staff does not expect a change in the annual maintenance cost of this trail due to replacement in kind. The trail replacement cost at the end of its 20-year life cycle is estimated at \$486,160.

The proposed timeline for completing the project is as follows:

<u>Phase</u> <u>Planned Completion</u>

Scope March 2018
Design December 2018
Construction October 2019

#### FISCAL IMPACT:

Based on the scope cost estimate, funding in the amount of \$486,160 is necessary to fund the Accotink Stream Valley Park Trail Improvements Project. Funding is available in the amount of \$486,160 in Fund 300-30400, PR-000091-046, Existing Facility Renovation, 2012 Park Bond, Countywide Trails Project to fund this project.

#### **ENCLOSED DOCUMENTS**:

Attachment 1: Location Map- CCT in Accotink SV-Hunter Village Drive - Trail

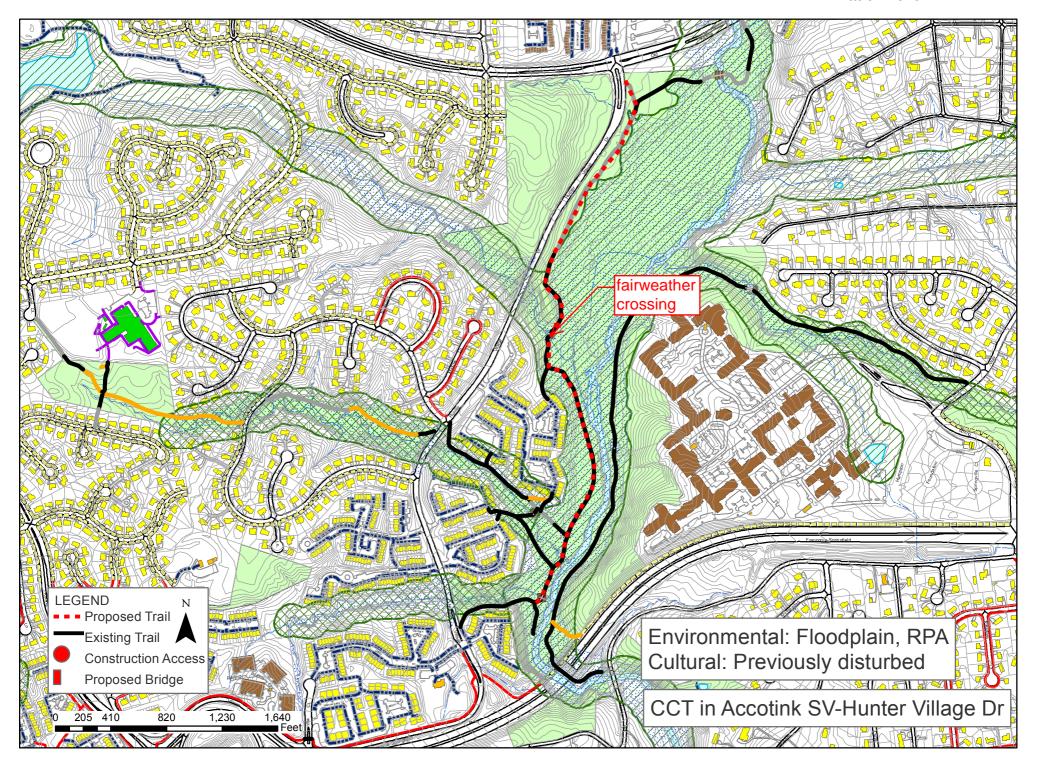
Improvements

Attachment 2: Scope Cost Estimate- CCT in Accotink SV-Hunter Village Drive Trail -

Improvements

## STAFF:

Kirk W. Kincannon, Executive Director
Sara Baldwin, Deputy Director/COO
Aimee L. Vosper, Deputy Director/CBD
David Bowden, Director, Planning and Development Division
Todd Brown, Director, Park Operations Division
Barbara Nugent, Director, Park Services Division
Cindy Walsh, Director, Resource Management Division
Paul Shirey, Manager, Project Management Branch
Mohamed Kadasi, Branch Manager, Project Management Branch
Elizabeth Cronauer, Trails Program Manager, Project Management Branch
Janet Burns, Fiscal Administrator, Financial Management Branch
Michael Baird, Manager, Capital and Fiscal Services



## **Scope Cost Estimate**

# Accotink Stream Valley Park - CCT in Accotink SV Hunter Village Drive

In-House Design	\$ 10,000
Consultant Design	\$ 41,746
Construction	\$ 332,109
<ul> <li>Mobilization</li> <li>Demolition and removal of existing asphalt</li> <li>Root pruning and removal</li> <li>Installation of base material</li> <li>Installation of new asphalt trail 6-8' wide (4,000 LF)</li> <li>Maintenance Costs (to be determined)</li> </ul>	
Construction Contingency (10%)	\$ 33,211
NRB Mitigation 2016 Bond Project (3%)	\$ 11,516
Administration (15%)	<u>\$ 57,578</u>
Total Project Estimate	\$ 486,160

#### ACTION

Scope Approval – Improvements to Flatlick Stream Valley Park Trail (Sully District)

#### ISSUE:

Approval of the project scope for construction of approximately 1,160 linear feet of asphalt trail and related work in Flatlick Stream Valley Park.

#### **RECOMMENDATION:**

The Park Authority Executive Director recommends approval of the project scope for constructing approximately 1,160 linear feet of asphalt trail and related work in Flatlick Stream Valley Park.

#### TIMING:

Park Authority Board approval is requested on April 11, 2018, to maintain the project schedule.

#### **BACKGROUND:**

The Park Authority Board approved the list of trail projects identified for funding from the remaining balance of 2012 Park Bond and 2016 Park Bond designated for trail improvements on October 25, 2017. This list of funded projects includes improvements to the Flatlick Stream Valley Park Trail. This project will complete an approximately five-mile trail from Frog Branch Stream Valley Park to Flatlick Stream Valley Park by connecting two existing trail sections. The connection will result in a paved trail from Route 50 to Frog Branch Stream Valley. This trail improvement in Flatlick Stream Valley Park provides access to approximately 2,200 residents to the trail. Improvements will include the construction of approximately 1,160 linear feet of asphalt trail northwest of Hamlin Ave and one (1) fairweather crossing (Attachment 1).

A project team was assembled with representatives from Park Operations, Resource Management, Park Services, and Planning and Development Divisions to establish the project scope in accordance with the approved FY 2018 Planning and Development Division Work Plan.

The scope of work to cosntruct approximately 1,160 linear feet of asphalt trail in Flatlick Stream Valley Park includes:

- Consultant design and plan preparation
- Construction contract bidding and award
- Construction of approximately 1,160 linear feet of new asphalt trail
- One (1) Fairweather crossing
- Invasive species management

The project scope cost estimate for constructing approximately 1,160 linear feet of asphalt trail and related work in the Flatlick Stream Valley Park is \$412,000 (Attachment 2). This project will not generate additional revenue. Staff estimates \$852 increase in annual maintenance cost for this trail with a lifecycle replacement cost of \$412,000 in year 20.

The proposed timeline for completing the project is as follows:

<u>Phase</u> <u>Planned Completion</u>

Scope March 2018
Design September 2019

Construction June 2020

#### FISCAL IMPACT:

Based on the scope cost estimate, funding in the amount of \$412,000 is necessary to fund the Flatlick Stream Valley Park Trail Improvements Project. Funding is available in Fund 300-30400 in the amount of \$378,277 in PR-000091-047, Existing Facility Renovation, 2012 Park Bond, Countywide Trails Project and \$33,723 in PR-000078, Park Renovations and Upgrades, 2016 Park Bond, Countywide Trails Project, to fund this project.

#### **ENCLOSED DOCUMENTS:**

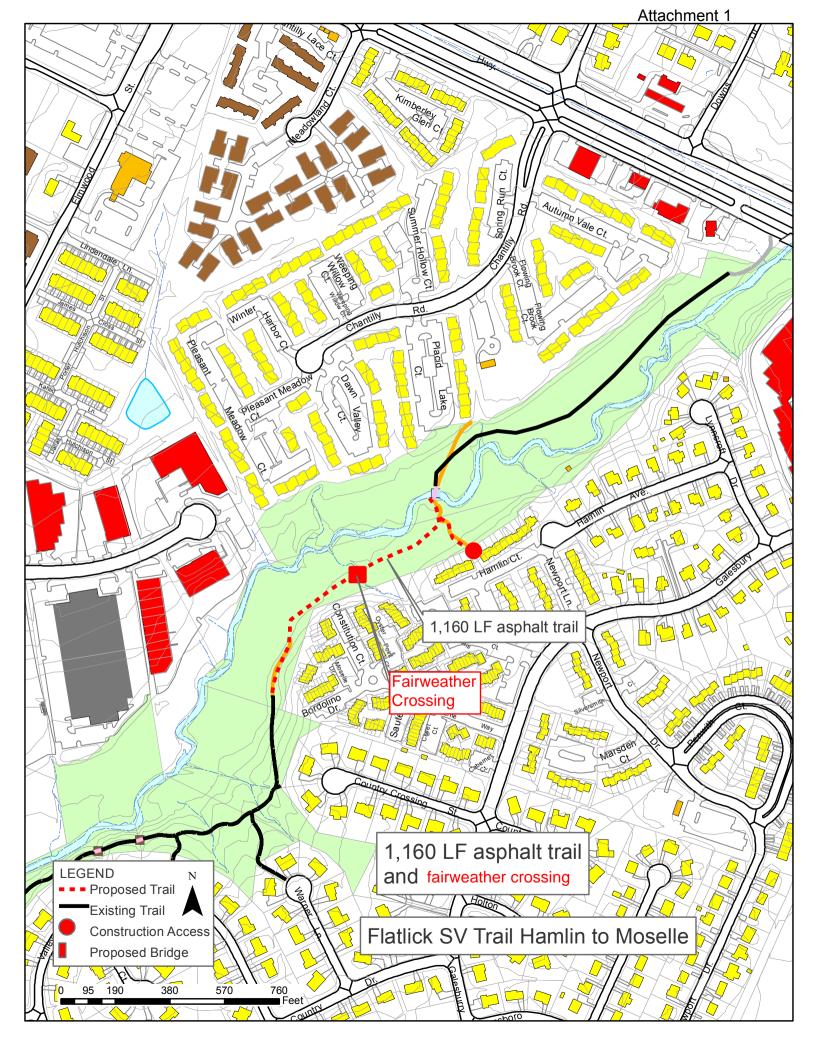
Attachment 1: Location Map - Flatlick SV - Hamlin to Moselle Trail Improvements

Attachment 2: Scope Cost Estimate - Flatlick SV - Hamlin to Moselle Trail

**Improvements** 

## STAFF:

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Mohamed Kadasi, Branch Manager, Project Management Branch
Elizabeth Cronauer, Trails Program Manager, Project Management Branch
Janet Burns, Fiscal Administrator, Financial Management Branch
Michael Baird, Manager, Capital and Fiscal Services



## **Scope Cost Estimate**

# Flatlick Stream Valley Park Tail Improvements

Consultant Design	\$103,429
Construction	\$226,526
<ul> <li>Mobilization</li> <li>Root pruning and removal</li> <li>Installation of base material</li> <li>Installation of new asphalt trail 6-8' wide (1,160 LF)</li> <li>Maintenance Costs (to be determined)</li> </ul>	
Construction Contingency (10%)	\$ 22,653
NRB Mitigation 2016 Bond Project (3%)	\$ 9,899
Administration (15%)	\$ 49,493
Total Project Estimate	\$412,000

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#### **ACTION -**

Scope Approval – Fred Crabtree Park Diamond Field #2 – Installation of Athletic Field Lighting Including Approval of a Memorandum of Agreement with the Washington Nationals Dream Foundation for a Turnkey Donation of Field Improvements at Fields #1 and #2 (Hunter Mill District)

#### ISSUE:

Approval of the project scope to design, permit, and install athletic field lighting at diamond field #2 and approval of a Memorandum of Agreement with the Washington Nationals Dream Foundation for a turnkey donation of field improvements at Fred Crabtree Park diamond fields #1 and #2.

#### **RECOMMENDATION:**

The Park Authority Executive Director recommends approval of the project scope to design, permit, and install athletic field lighting at diamond field #2 and approval of a Memorandum of Agreement with the Washington Nationals Dream Foundation for a turnkey donation of field improvements at Fred Crabtree Park diamond field #1 and #2.

#### TIMING:

Board approval of the project scope and acceptance of the turnkey donation are requested on March 14, 2018, to maintain the project schedule.

#### BACKGROUND:

Reston Herndon Little League (RHLL), the primary user of diamond fields #1 and #2 at Fred Crabtree Park (Attachment 1). RHLL is participating in the Washington Nationals uniform program where the Nationals provide free baseball uniforms to local youth baseball organizations. The Washington Nationals Baseball Club has an initiative to renovate local baseball fields via the Washington Nationals Dream Foundation's (WNDF), a non-profit 501(c)3 charitable organization with a charitable initiative to renovate youth baseball fields through its "Legacy Fields" program. WNDF is proposing to donate a turnkey renovation of fields #1 and #2 at Fred Crabtree Park.

Staff briefed the details of the proposed turnkey donation to the Park Authority Board Planning and Development Committee on February 17, 2018. WNDF in partnership with the Park Authority is proposing to fund and construct improvements to the diamond fields as outlined in the attached scope of work (Attachment 2).

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The attached Memorandum of Agreement (MOA) outlines the obligations of the Park Authority and WNDF for donation of the field improvements (Attachment 3). The MOA has been reviewed by the Office of the County Attorney (OCA) for compliance with the Virginia Public Procurement Regulations and the OCA has agreed that the MOA satisfies the procurement regulations. Staff has been working with representatives of RHLL, the Washington Nationals, WNDF and its contractor, Whiting/Turner for construction of the improvements between April 1, 2018, and July 1, 2018. A ribbon cutting is scheduled for July 16, 2018, in conjunction with the Major League Baseball All Star Game to be held at Nationals Park on July 17, 2018.

Staff has estimated the value of the donation of the completed improvements in excess of \$400,000. The Washington Nationals have requested the right to include sponsors' logos on the scoreboards and field monument sign as well as including naming of the field complex for a current or former player per the Park Authority's Sponsorship Policy. The period of agreement for sponsorship and field naming will be for ten years.

The Park Authority Board approved the reallocation of the project fund balance from a completed project in the amount of \$238,000 for improvements at Fred Crabtree Park in conjunction with the partnership with the Washington Nationals in December 2017. The expansion of field #2 at Fred Crabtree Park to allow for 50/70-foot diamond play requires reworking of the athletic field lighting system at field #2. The existing lighting system at field #2 was installed in 1996 and nearing the end of its useful lifecycle. Staff recommends replacing the existing metal halide lighting system at field #2 with a new state-of-the-art LED lighting system in conformance with the Park Authority's Athletic Field Lighting Standards.

The scope cost estimate to replace the athletic field lighting at Fred Crabtree Park field #2 with a new LED lighting system is \$238,000. (Attachment 4).

The proposed timeline for completing the project is as follows:

Phase Planned Completion Scope March 2018 Construction July 2018

RHLL will continue to maintain the diamond fields as part of their current Adopt-A-Field Agreement. Operation and maintenance costs will be reduced by approximately \$4,000 per year based on the use of energy efficient LED lighting and a 25-year problem free warranty provided by the manufacturer for all poles and fixtures. The life-cycle replacement cost of lighting for field #2 is anticipated to be \$ 238,000 in year 40.

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#### FISCAL IMPACT:

Based on the scope cost estimate fort the athletic field lighting, funding in the amount of \$238,000 is necessary to fund this project. Funding is currently available in the amount of \$238,000 Fund 300-C30400, 2012 Park Bond, Project PR-000091, Existing Facilities Renovations – 2012 to fund the project.

#### **ENCLOSED DOCUMENTS:**

Attachment 1: Fred Crabtree Park Athletic Fields Attachment 2: WNDF Proposed Scope of Work

Attachment 3: Memorandum of Agreement between WNDF and FCPA

Attachment 4: Scope Cost Estimate

#### STAFF:

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Sara Baldwin, Deputy Director/COO
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David Bowden, Director, Planning and Development Division
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Melissa Emory, Engineering IV, Project Management Branch
Janet Burns, Fiscal Administrator
Michael Baird, Manager, Capital and Fiscal Services

FRED CRABTREE PARK
2801 Fox Mill Road, Herndon- Maintenance Area 6 - Hunter Mill District
Level 1's - Fields 1 & 2 Level 2's- Field 3



#### WNDF SCOPE OF WORK

A. WNDF shall cause a general contractor to provide the following renovations as part of Project:

#### Field #1:

- 1. Touch up pitcher's mound and additional infield elements.
- 2. Provide and install new anchors and bases.
- Remove existing 4-foot-high chain link fencing at foul lines and outfield and replace with 6-foot fencing including double swing gates to match existing chain link fencing.
- 4. Subject to Section 1(b) of the Agreement, renovate the dugouts as follows:
  - a. Remove existing dugouts and replace them with covered dugouts constructed with an aluminum/metal roof and new concrete floor.
  - b. Expand the size of the dugouts.
  - c. As needed, replace existing fencing that encloses the dugouts.
  - d. Provide and install dugout benches and bat racks.

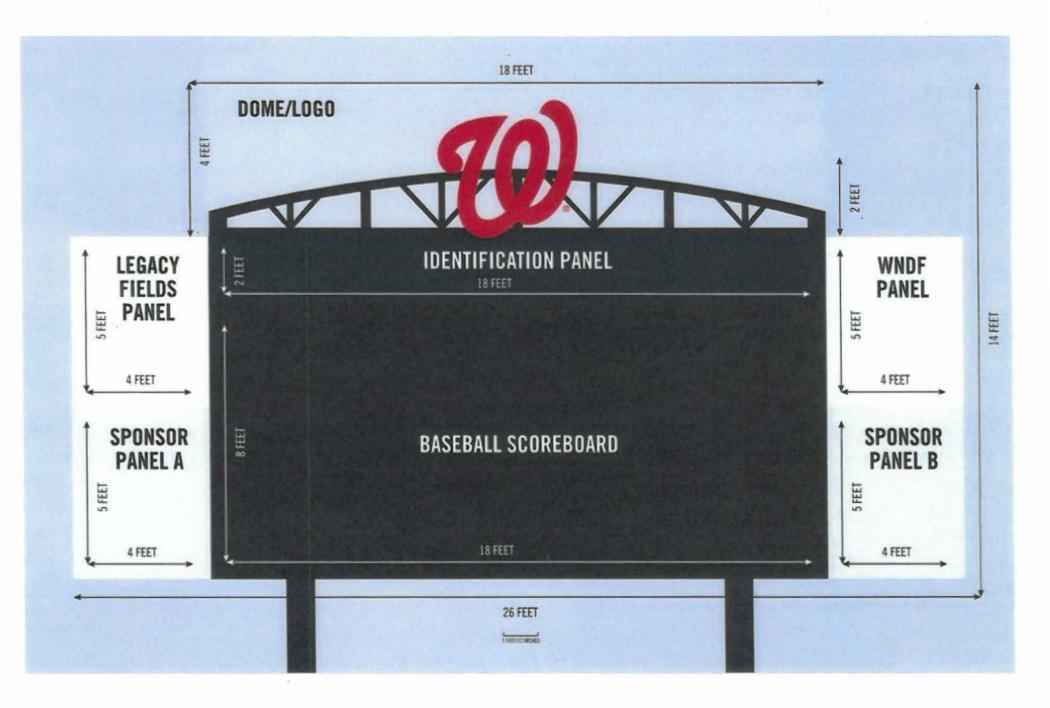
#### Field #2:

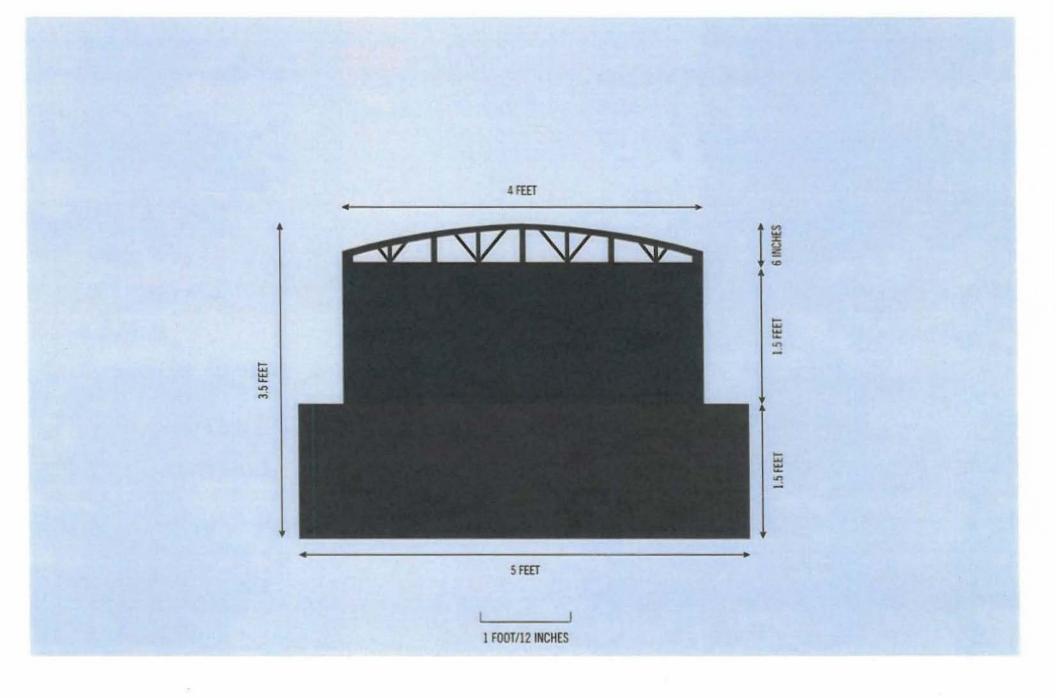
- Remove existing 4-foot-high chain link fencing at foul lines and outfield and replace with 6-foot fencing including double swing gates to match existing chain link fencing including additional fencing required to expand outfield.
- 2. Replace backstop chain link fabric, rails and hood reusing existing posts.
- 3. Replace 10-foot-high chain link fence fabric and rails to end of dugouts reusing existing posts.
- 4. Remove existing infield grass. Regrade infield to accommodate 50-70-foot play. Existing Turf/Spoils resulting from the removal of the existing field will be permanently moved/deposited to no more than three (3) locations at Fred Crabtree Park (spoils will not be hauled off site). Grade existing field and install new infield mix including batter's box and sod. Adjust the existing irrigation as necessary.
- Provide and install new anchors and bases.
- 6. Furnish and install one portable youth baseball mound.

- 7. Subject to Section 1(b) of the Agreement, renovate the dugouts as follows:
  - a. Remove existing dugouts and replace them with covered dugouts constructed with an aluminum/metal roof and new concrete floor.
  - b. Expand the size of the dugouts.
  - c. As needed, replace existing fencing that encloses the dugouts.
  - d. Provide and install dugout benches and bat racks.
- 8. Grade outfield to expand to 225 feet dimension down the foul lines, sod and modify irrigation.

#### General Improvements:

- 1. Grade the existing flooring surface off in the six batting cages and infill the surface with like material.
- Remove the existing scoreboards, and furnish and install two new Daktronics electric powered scoreboard with wireless control box. Scoreboard structure to include sponsorship panels on each side of scoreboard. Entire structure measures approximately 26 feet wide by 14 feet tall (not including installation poles). See preliminary design (Attachment 1).
- 3. Furnish and install new non-illuminated monument at entrance to the Field Complex near the parking lot measuring approximately 5 feet wide by 3.5 feet tall. See preliminary design (Attachment 2).
- 4. Furnish and install four accessible bleachers.
- 5. Subject to Section 1(b) of the Agreement, furnish and install a new shade structure/fabric over bleachers.
- 6. Repaint four existing foul poles.
- 7. Relocate one existing flagpole.
- 8. Repaint two existing press boxes.
- 9. Replace shingles on existing storage shed.
- 10. Replace existing awning at concession stand.
- 11. Repaint walls, partitions and doors at existing restrooms.
- 12. Furnish and install an aluminum informational plaque at each backstop.
- 13. Additional work as agreed to by the Project Team during construction.





#### MEMORANDUM OF AGREEMENT

#### **BETWEEN**

#### THE WASHINGTON NATIONALS DREAM FOUNDATION

#### AND

#### THE FAIRFAX COUNTY PARK AUTHORITY

**WHEREAS**, the Washington Nationals Dream Foundation ("WNDF") is a non-profit 501(c)(3) charitable organization and one of its charitable initiatives is renovating youth baseball fields through its "Legacy Fields" program; and

**WHEREAS**, WNDF desires to cause a third-party contractor to renovate certain elements of Fields #1 and #2 at Fred Crabtree Park (the "Fields"), which are owned by the Fairfax County Park Authority ("FCPA") as part of the "Legacy Fields" program in accordance with Exhibit A (the "Project"); and

WHEREAS, FCPA has the authority to accept gifts pursuant to Virginia Code Ann. § 15.2-5704 (2012); and

**WHEREAS**, WNDF and FCPA desire to define the obligations and conditions of the parties for FCPA's acceptance of the gift donated by WNDF in this Memorandum of Agreement ("Agreement").

**NOW THEREFORE**, it is agreed as follows:

#### 1. Obligations of FCPA:

- a. FCPA plans to install a new athletic field lighting system (including obtaining all necessary permits) in accordance with FCPA's Athletic Field Lighting Standards at its own cost at Field #2. FCPA will endeavor to complete its planned installation of the new athletic field lighting system by no later than July 1, 2018.
- b. FCPA shall promptly procure and obtain all necessary approvals and permits based on the scope of work identified in Exhibit A for: (i) work on the Project or (ii) to fulfill or comply with any other obligations under this Agreement.
- c. FCPA retains responsibility for installation and maintenance of all public utilities at the Fields, including, without limitation, any electrical service. FCPA shall ensure that sufficient power and electrical connections exist to operate the scoreboards and the batting cages. At all times during design

Attachment 3

- and construction of the Project and upon donation of the Project to FCPA, FCPA shall pay for all related utility fees and electrical service including, without limitation, availability, tap, meter, and use fees.
- d. Except for any WNDF Marks or third-party Marks, upon acceptance of the Project in accordance with Section 9 below, FCPA will own, operate, and maintain the Project, including the Fields.
- e. FCPA shall update any FCPA directional signage related to the Fields to include the name of the Fields as outlined in Section 6 below and to include WNDF Marks as requested by WNDF.
- f. FCPA shall provide new trash and recycling receptacles at the Field per FCPA standards.

#### 2. Obligations of WNDF:

- a. WNDF shall cause the general contractor to design and construct the Project as outlined in Exhibit A at no cost to FCPA. WNDF will ensure that that the Project is completed by the general contractor consistent with good workmanship. WNDF will also ensure that the playing field specifications meet those established by Little League of America. FCPA will provide such standards to WNDF.
- b. WNDF will use its best efforts to ensure the Project is completed by July 1, 2018.
- c. WNDF shall provide FCPA with field plans and site plans for the Project. WNDF shall provide these plans and any subsequent revisions for review and approval by FCPA. Such approval shall not be unreasonably withheld. Prior to its approval, FCPA will notify WNDF or the general contractor if any of the field plans or site plans do not comply with FCPA standards or applicable law.
- d. WNDF shall include a clause in the contract between WNDF and the general contractor that requires the general contractor to indemnify and hold harmless Fairfax County and the Fairfax County Park Authority from any and all claims or suits which result from negligent errors, omissions, or acts of the general contractor, its subcontractors, and their agents and employees.
- e. WNDF will require that the general contractor working on the Project complies with Federal, State, and local safety and fire codes and regulations. WNDF will require that the general contractor is responsible for all safety precautions and programs in connection with the Project in accordance with OSHA regulations and standards. In connection with the

Attachment 3

Project, WNDF will require that the general contractor take all reasonable precautions for the safety of its employees, any of its subcontractor's employees, adjacent landowners, and invitees.

- f. WNDF shall cause its general contractor and any subcontractors to provide to FCPA a one year construction warranty for the Project, and shall pass on any extended warranties related to the Project to FCPA.
- g. WNDF shall provide a release of liens for its general contractor, any subcontractors, and material suppliers for the Project.
- h. WNDF shall cause the general contractor to provide insurance coverage during construction as required by Fairfax County's Risk Management Division that names FCPA as an additional insured.
- Upon completion and acceptance of the Project in accordance with Section 9 below, WNDF shall donate the Project to FCPA. WNDF shall receive no financial remuneration or any other in-kind consideration from FCPA for the design or construction of the Project.
- **3. Term.** This Agreement shall commence as of April 1, 2018, and, unless terminated as set forth herein, shall remain in effect for ten (10) calendar years (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew for one (1) year periods.

#### 4. Termination.

- a. Following the Initial Term, FCPA, in its sole discretion may terminate this Agreement by providing written notice to WNDF. If FCPA terminates this Agreement after the Initial Term, FCPA shall remove WNDF Marks and third-party Marks at its own expense.
- b. Following the Initial Term, WNDF, in its sole discretion, may revoke the license granted to FCPA to use WNDF Marks or third-party Marks by providing written notice to FCPA. If WNDF revokes any such license after the Initial Term, WNDF shall remove such Marks at its own expense.
- c. Either party may terminate this Agreement if the other party breaches a material term of this Agreement and does not cure such breach within thirty (30) days of receipt of written notice from the non-breaching party. Upon termination of this Agreement pursuant to this Section 4(c), all licenses granted herein shall immediately terminate. If WNDF terminates this Agreement pursuant to this Section 4(c), FCPA shall remove all WNDF Marks and third-party Marks at its own expense. If FCPA terminates this Agreement pursuant to this Section 4(c), WNDF shall remove all WNDF Marks and third-party Marks at its own expense.

Attachment 3

- 5. Public Announcements and Promotional Activities. The timing and content of any public announcements or communications relating to the Project shall be mutually agreed upon by the parties. The parties agree that all press releases or other media related to the Project shall name the parties or display the Marks of the parties to this Agreement. The parties agree to work together to plan and execute a ribbon cutting ceremony to be held at the Field on or about July 16, 2018.
- 6. Intellectual Property. Subject to the terms and conditions of this Agreement, each party hereby grants to the other party a non-exclusive, worldwide and royalty free license to use each party's Marks as necessary for each party to perform its obligations and activate and exercise its rights under this Agreement. "Marks" shall mean the name, trademarks or logos of a person or entity. Each use of WNDF Marks shall be subject to the WNDF's prior written approval, and each use of FCPA Marks shall be subject to FCPA's prior written approval. FCPA shall not change or edit WNDF Marks without WNDF's prior written approval. Either party may revoke this license at any time in its sole discretion and remove its Marks at its own expense. For purposes of this Agreement, WNDF Marks shall include the Marks of Washington Nationals Baseball Club, LLC.
- 7. Third-party Sponsors. Subject to FCPA Policy 406 and the approval process set forth therein, WNDF may include the Marks of third-party sponsors on the scoreboards at the Fields, and WNDF may change such third-party Marks of sponsors at any time. During the Initial Term and any renewal periods, all third-party sponsorships in addition to WDNF sponsorships and all displays of third-party Marks at the Fields in addition to WDNF Marks, require the mutual agreement of both parties. FCPA shall not add or alter any Marks on the scoreboards without the prior written approval of WNDF so long as all Marks comply with FCPA Policy 406. FCPA and WNDF agree that if Reston Herndon Little League ("RHLL") pursuant to FCPA's "Adopt-A-Field" program may display its Marks at the Fields. Fairfax County, Virginia is not a "third-party sponsor."
- 8. Naming of the Field. Subject to FCPA Policy 406 and the approval process set forth therein, WNDF may name the Fields as part of the Project, including, without limitation, after a current or former player, coach or executive of the Washington Nationals franchise (i.e., "[Player/Coach Name] Field"). The Fields name shall be included on the scoreboard, monument, and any directional signage. If during the Term FCPA revokes its approval of the naming of the Fields, WNDF shall have an opportunity to rename the Field, subject to FCPA Policy 406.
- **9. Inspection and Acceptance.** WNDF, or its designated representative, and FCPA will conduct a joint completion inspection prior to final acceptance of

the completed Project by FCPA. WNDF and FCPA shall jointly compile a punch list of any outstanding items from Exhibit A to be completed or corrected by WNDF. WNDF shall endeavor to complete, or cause to be completed, any punch list items in a timely fashion. FCPA will accept the donated Project upon completion of the punch list items.

- 10. Maintenance and Repair. RHLL is responsible, in accordance with its Adopt -A-Field agreement for all the maintenance and repairs of the Fields and all related signage, including, without limitation, the scoreboards and the monument adjacent to the Fields in accordance with FCPA Maintenance Standards.
- **11.Priority of the Fields for Reston Herndon Little League.** FCPA agrees that Reston Herndon Little League ("RHLL") will enjoy scheduling priority of the Fields as long as RHLL maintains full adoption of the Fields pursuant to FCPA's "Adopt-A-Field" program.
- **12. Representations.** Each party represents that: (i) it has all corporate power, legal authority and rights necessary to enter into and to perform its obligations under this Agreement; and (ii) that its Marks do not, and will not, infringe any intellectual property rights of any third party.
- **13.Limitation of Liability.** Neither party shall be liable to the other party for any claims, liabilities, or expenses arising solely out of the acts or omissions of the other party.
- 14. Force Majeure. No party shall be in breach of this Agreement for any delay in performance or non-performance due to an act of God, natural disaster, catastrophe, accident, fire, labor dispute, lockout or strike, riot or civil commotion, act of public enemy, governmental act, regulation or rule, failure of technical facilities, emergency, or other circumstance beyond the control of the applicable party ("Force Majeure Event"). The parties' respective performance under this Agreement will be suspended during any such Force Majeure Event, and each party shall resume performance of this Agreement upon the conclusion of such Force Majeure Event.
- **15.Notice**. All notices shall be in writing and shall be deemed delivered three (3) days after deposit in the U.S. mail, certified, return receipt requested, to the addresses listed in the signature blocks below, and in the case of WNDF, with an additional notice sent to Washington Nationals Dream Foundation, 1500 S. Capitol St., SE, Washington, DC, 20003, Attn: Legal Department.
- **16. Governing Law and Waiver of Jury Trial**. This Agreement shall be governed by the laws, codes, and policies of the Commonwealth of Virginia, Fairfax County. The parties agree to the exclusive jurisdiction and venue of the federal and state courts in the Commonwealth of Virginia in any action

- arising out of or relating to this Agreement. The parties expressly waive their right to trial by jury.
- 17. Compliance with Local, State, and Federal Law. Each party agrees to comply with all applicable federal, state, and local laws; provided, however, that although WNDF will ensure that the Project complies with the Americans with Disabilities Act (the "ADA") to extent required by FCPA standards, WNDF is under no obligation to ensure that any part of the Fields outside of scope of Exhibit A complies with the ADA. Additionally, the parties acknowledge and agree that WNDF is under no obligation to provide a "Miracle Field", which is a field specifically designed for use by individuals with special needs.
- **18. Appropriations.** Any requirement for the provision of funding by FCPA or Fairfax County in this Agreement is subject to appropriations by the FCPA Board or the Fairfax County Board of Supervisors, as may be applicable.
- 19. Miscellaneous. No delay or failure to exercise any right or remedy accruing to any party shall impair any such right or remedy, nor shall it be construed as a waiver of any future right or remedy. The parties are independent contractors. If any provision of this Agreement is declared invalid or unenforceable by an arbitrator or court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which shall remain in full force and effect. This Agreement constitutes the entire agreement between the parties regarding its subject matter and may not be amended except by a writing signed by an authorized representative of each party.
- 20. Assignment & Counterparts. Neither party may assign this Agreement without written consent of the other party. This Agreement may be executed in any number of counterparts (including by facsimile or .pdf), each of which will be deemed an original, but all of which taken together shall constitute one single agreement.

[Signature Page Below]

By:	
	Marla Lerner Tanenbaum, Chair Washington Nationals Dream Foundation 1500 S. Capitol St., SE Washington, DC 20003
Date:	
FAIRI By:	FAX COUNTY PARK AUTHORITY
. <u> </u>	Kirk W. Kincannon, Executive Director Fairfax County Park Authority 12055 Government Center Parkway, Suite 927 Fairfax, VA 22035-1118
Date:	

#### **EXHIBIT A**

#### **Specific Renovations and Project Rendering**

A. WNDF shall cause a general contractor to provide the following renovations as part of Project:

#### Field #1:

- 1. Touch up pitcher's mound and additional infield elements.
- 2. Provide and install new anchors and bases.
- 3. Remove existing 4-foot-high chain link fencing at foul lines and outfield and replace with 6-foot fencing including double swing gates to match existing chain link fencing.
- 4. Subject to Section 1(b) of the Agreement, renovate the dugouts as follows:
  - a. Remove existing dugouts and replace them with covered dugouts constructed with an aluminum/metal roof and new concrete floor.
  - b. Expand the size of the dugouts.
  - c. As needed, replace existing fencing that encloses the dugouts.
  - d. Provide and install dugout benches and bat racks.

#### Field #2:

- 1. Remove existing 4-foot-high chain link fencing at foul lines and outfield and replace with 6-foot fencing including double swing gates to match existing chain link fencing including additional fencing required to expand outfield.
- 2. Replace backstop chain link fabric, rails and hood reusing existing posts.
- Replace 10-foot-high chain link fence fabric and rails to end of dugouts reusing existing posts.
- 4. Remove existing infield grass. Regrade infield to accommodate 50-70-foot play. Existing Turf/Spoils resulting from the removal of the existing field will be permanently moved/deposited to no more than three (3) locations at Fred Crabtree Park (spoils will not be hauled off site). Grade existing field and install new infield mix including batter's box and sod. Adjust the existing irrigation as necessary.
- 5. Provide and install new anchors and bases.

- 6. Furnish and install one portable youth baseball mound.
- 7. Subject to Section 1(b) of the Agreement, renovate the dugouts as follows:
  - a. Remove existing dugouts and replace them with covered dugouts constructed with an aluminum/metal roof and new concrete floor.
  - b. Expand the size of the dugouts.
  - c. As needed, replace existing fencing that encloses the dugouts.
  - d. Provide and install dugout benches and bat racks.
- 8. Grade outfield to expand to 225 feet dimension down the foul lines, sod and modify irrigation.

### General Improvements:

- 1. Grade the existing flooring surface off in the six batting cages and infill the surface with like material.
- Remove the existing scoreboards, and furnish and install two new Daktronics electric powered scoreboard with wireless control box. Scoreboard structure to include sponsorship panels on each side of scoreboard. Entire structure measures approximately 26 feet wide by 14 feet tall (not including installation poles). See preliminary design (Attachment 1).
- 3. Furnish and install new non-illuminated monument at entrance to the Field Complex near the parking lot measuring approximately 5 feet wide by 3.5 feet tall. See preliminary design (Attachment 2).
- 4. Furnish and install four accessible bleachers.
- 5. Subject to Section 1(b) of the Agreement, furnish and install a new shade structure/fabric over bleachers.
- 6. Repaint four existing foul poles.
- 7. Relocate one existing flagpole.
- 8. Repaint two existing press boxes.
- 9. Replace shingles on existing storage shed.
- 10. Replace existing awning at concession stand.
- 11. Repaint walls, partitions and doors at existing restrooms.
- 12. Furnish and install an aluminum informational plaque at each backstop.

13. Additional work as agreed to by the Project Team during construction.

# EXHIBIT B FCPA MAINTENANCE STANDARDS

# Maintenance Task Standards

Maintenana Task	Field Types						
Maintenance Task	Diamonds	Rectangles	Synthetic				
Base, Plate & Rubber Inspection, Infield Raking & Dragging	2 x Week	-	2 x Week (no dragging)				
Refuse Removal		2 x Week					
Amenity Inspections		Weekly					
Mowing Frequency: Cool season grass Height Bermudagrass Height	2 x V 2 ½" Maintaine 34" to 1 ½" Maintaine	ed to 3 ½" Max	-				
Warning Tracks	Weekly		-				
Irrigation Systems Programming	We	ekly	-				
Irrigation Systems Inspections	Mor	Monthly					
Lighting Systems Inspections		Every 2 Weeks					
Minor Repairs & Renovations	As Nee	ded & As Funding is A	Vailable				
Lining	Pre-S	eason	As Needed				
Turf Program	Irrigated & Non-I	inigated Programs	-				
Surface Debris Removal		As Needed					
Surface Grooming	-		Every 2 Weeks				
Surface Reconditioning & GMax Testing	-		Annually				

## **SCOPE COST ESTIMATE**

# Fred Crabtree Park Diamond Field #2 - Athletic Field Lighting Replacement

Permits	<u>\$ 5,000</u>
<ul> <li>Construction</li> <li>Remove Existing Lighting System</li> <li>Tree Trimming</li> <li>New LED Lighting System</li> </ul>	\$ 20,000 \$ 5,000 <u>\$173,000</u>
Construction Subtotal	\$198,000
Construction Contingency	\$ 17,500
Administration	<u>\$ 17,500</u>
Total Project Estimate	\$238,000

Committee Agenda Item March 14, 2018

#### INFORMATION

#### Monthly Contract Activity Report

The Monthly Contract Activity Report lists all contract activities in support of the Capital Improvement Program (CIP) authorized during February 2018 in value over \$100,000. The report lists professional services and construction activities to include awards made via competitive bidding as well as awards made through the use of open-ended contracts. An activity is reported when procurement begins and is listed on the report until a Notice to Proceed (NTP) is issued.

#### **ENCLOSED DOCUMENTS:**

Attachment 1: Monthly Contract Activity Report

#### STAFF:

Kirk W. Kincannon, Executive Director
Sara Baldwin, Deputy Director/COO
Aimee L. Vosper, Deputy Director/CBD
David Bowden, Director, Planning and Development Division
Paul Shirey, Manager, Project Management Branch
Mohamed Kadasi, Project Coordinator, Project Management Branch
Andy Miller, Project Coordinator, Project Management Branch
Melissa Emory, Chief, Engineering Section
Janet Burns, Senior Fiscal Administrator
Michael P. Baird, Manager, Capital and Fiscal Services

March 14, 2018 Attachment 1

Project Name	Company Name	Contract Award	Total Construction	Type of Contract	Funding Source	Scope of Work	NTP	Comments
Nottoway Park Field #4 Conversion	FieldTurf	TBD	TBD	РО	PR-000058- 086	Site grading, stormwater management, synthetic turf system and sports lighting	TBD	
Frying Pan Park	Finley	177,020	\$240,000	PO	PR-000058- 115PR- 000051- 005PR- 000051-005	Drainage improvement at the lower riding ring facility	4/23/18	
Greenbriar Park Lighting Upgrades	Musco	TBD	TBD	PO	PR-000067- 009 PR-000078- 018 PR-000078 - 019 PR-000078 -	Upgrade existing pathway, parking, tennis court and athletic field lighting	TBD	
Pinecrest Indoor Driving Range Renovation	J. Roberts, Inc.	\$291,306	\$291,306	PO	PR-000101- 004	Renovation to include partitioned bays, improved lighting, staff offices, new finishes, and new skylights.	TBD	
Oak Marr Driving Range Renovation	TBD	TBD	TBD	СР	PR-000091- 009	Renovate existing driving range to improve drainage, new irrigation, and target greens.	TBD	
Clemyjontri Park, Phase 2 Parking Lot Addition	TBD	TBD	\$1,520,000	СР	PR-000079- 005	Parking lot and associated site work	TBD	

March 14, 2018 Attachment 1

Construction	Services:							
Monticello Dog Park Development	TBD	TBD	TBD	СР	PR-000009- 002	Install new dog park, parking lot, trails, playground, and open play area.	TBD	
Grouped Elevator Modernization	TBD	TBD	TBD	СР	PR-000091- 050	Modernize the elevators at Providence, South Run & Spring Hill	TBD	
Turner Farm RATO Building Repairs	TBD	TBD	\$215,000	TBD	PR-000005- 055	Structural repairs and drainage improvements to the building.	TBD	
Idylwood Park ADA Parking Lot Repaving	Southern Asphalt Company	TBD	TBD	РО	PR-000108- 032 PR-000058- 140	Fully renovate the ADA parking lot, and provide ADA access to the playground.	TBD	
Burke Lake Practice Green	TBD	TBD	TBD	СР	PR-000091- 007	Construct practice green adjacent to the Burke Lake Clubhouse.	TBD	
Franconia Park Field #4	FieldTurf	TBD	\$450,000	РО	PR-000097- 012	Lifecycle replacement of existing synthetic turf and assoc. improvements	TBD	
Spring Hill Park Fields #2&3	FieldTurf	TBD	\$900,000	РО	PR-000097- 010 PR-000097- 011	Lifecycle replacement of existing synthetic turf and assoc. improvements	TBD	
Patriot Park Field #1	Shaw Sports Turf	TBD	\$900,000	PO	PR-000097- 013	Lifecycle replacement of existing synthetic turf and assoc. improvements	TBD	

Professional Services:							
Project Name	Firm Name	Amount	Funding Source	Scope of Services	NTP		
Baron Cameron Park Redevelopment	Bowman Consulting Group, LTD.	\$476,568.28	PR-000078-014	Provide civil engineering services to prepare permitting and construction drawings for the redevelopment of Baron Cameron Park per the updated Master Plan.	TBD		