

**EMERGENCY JUSTIFICATION
DETERMINATION AND FINDINGS**

Description: Playground Equipment and Site
Restoration at White Oaks
Elementary School

Date: October 12, 2017

Department: Office of Facilities Management
David Bennett, IEE Coordinator

Vendor Number: 1000009460

Dollar Value: \$20,118.00

Work Order # :

STATEMENT OF REQUIREMENT:

Office of Risk Management notified Office of Facilities Management (OFM) of playground vandalism at White Oaks Elementary School. A mini excavator that was onsite due to an ongoing D&C renovation project, was used to destroy the playground equipment and infrastructure during the July 4th weekend. OFM staff to direct Fair Oaks Construction, Inc. in the initial phase of this requirement to mobilize and remove the damaged equipment, repair and restore the playground site to acceptable and safe conditions, while the new equipment was ordered. The final phase of this requirement would be to replace the site with new playground equipment.

FINDINGS:

Fair Oaks Construction, Inc. previously held the Annual Contract for Playground Equipment and Site Repairs, which expired May 31, 2017. OFM staff has been in the process of developing a new contract to be resolicited. During the survey of damaged equipment and damaged infrastructure, it was determined that the following needed to be removed and replaced: (1) ADA transfer station, (1) half hex deck, (1) right hand chameleon slide, (1) 6' bench. Remove and replace approximately 40' linear feet of wood borders and 100 cubic yards of mulch. Remove rubber, stone, fabric, etc. in order to replace equipment and damaged rubber, patch stone, filter fabric, etc. in order to replace equipment and damaged rubber. Repair damaged perforated underdrain. Clean site and restore disturbed area with seed and mulch upon completion.

DETERMINATION:

It is recommended that a contract be issued to Fair Oaks Construction Inc. for the vandalism restoration and repairs in the amount of \$20,118. Fair Oaks Construction, Inc. is honoring the previous contract pricing, which is in line with past projects with the same scope of work.

APPROVED:

Senior Buyer: 

Angela David
Office of Administrative Services

Date: 10-12-17

Coordinator: 

David Bennett
Office of Facilities Management

Date: 10-12-17

Director: 

Mike Coughlan
Office of Facilities Management

Date: 12 Oct 17

October 12, 2017

Mr. Lawrence H. D'Amico, President
Fair Oaks Construction, Inc.
P.O. Box 710447
Herndon, Virginia 20171

RE: NOTICE TO PROCEED
Playground Equipment and Site Repairs
at White Oaks Elementary School (MMB-040-18)
Contract #0028-MS-18-387

Dear Mr. D'Amico:

In accordance with the emergency justification, you are hereby authorized to proceed per your proposal dated July 6, 2017, in the total amount of \$20,118.00, which is hereby accepted to furnish all labor, equipment, and materials for the playground equipment and site repairs and replacement for the school-aged playground at White Oaks Elementary School. The contractor shall obtain all relevant permits as required by federal, state or local authorities. Work shall begin immediately with the work completion by November 30, 2017.

It shall be your responsibility to coordinate the scheduling of this work with the principal and Pete Dailey at (703) 764-2420 at least two days prior to commencing the work. Contractor shall provide a "Miss Utility" ticket to the project manager prior to the start of the project. Payments may be delayed if they are not notified prior to commencing work on this project. Contractor shall check into the office and obtain a school issued identification badge at each location.

Upon completion of this project, please forward your invoice to Mr. Dailey at the Office of Facilities Management, 5025 Sideburn Road, Fairfax, Virginia 22031.

Sincerely,



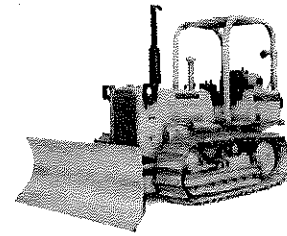
Mike Coughlan, Director
Office of Facilities Management

/acd

cc: Principal
Brian Crawford
David Bennett
Pete Dailey
Grounds Operations
Sideburn Satellite
Contract File

Fair Oaks Construction, Inc.

P.O. Box 710447 • Herndon, Virginia 20171
Office: (703) 715-3510 • Fax: (703) 620-5121



MMB-040-18
0028-MS-17-387

MM 25
Sideburn

July 6, 2017

Mr. Peter J. Dailey
Fairfax County Public Schools
Office of Facilities Management
Sideburn Support Center
5025 Sideburn Road
Fairfax, Virginia 22032

FCPS-1702
Re: Fairfax County Public Schools,
White Oaks Elementary, Burke, Virginia
Proposal for Vandalism Repairs

Dear Mr. Dailey,

In accordance with your recent request, we are pleased to submit our proposal for repairs to the school age playground at White Oaks Elementary School, 6130 Shiplett Boulevard, Burke, Virginia 22015.

Fair Oaks will complete in place the following:

1. Remove and replace the following equipment:
 - A. 1 each—transfer station
 - B. 1 each—one half of whole hex deck
 - C. 1 each—right hand chameleon slide
 - D. 1 Each—6' Bench—#1266L
2. Remove and replace approximately forty (40) feet of timber borders.
3. Furnish and install 100 cubic yards of Woodcarpet safety surface.
4. Remove rubber, stone, filter fabric, etc. in order to replace equipment and damaged rubber.
5. Patch stone, filter fabric, and rubber safety surface as necessary to restore integrity of safety surface.
6. Repair damaged perforated underdrain.

Mr. Peter J. Dailey
Fairfax County Public Schools
July 6, 2017
Page Two

7. Clean site and restore disturbed area with seed and mulch upon completion.

The total price for this work is twenty thousand one hundred eighteen dollars (\$20,118.00).

The manufacturer has changed its color scheme since this playground was installed. Colors of the replacement equipment will be as close to the original as is available.

This proposal is firm for ten days. We have based our pricing on current material costs and are not expecting a price increase. We respectfully reserve the right to review and adjust our proposal as necessary after that date.

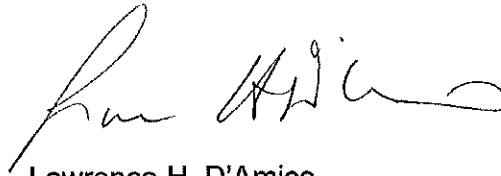
Delivery of equipment from the manufacturer is expected to be within eight to ten weeks. Installation of the equipment and completion of the work will be within one hundred twenty days from date of notice to proceed, weather permitting.

We appreciate this opportunity to furnish our proposal and await your early direction to proceed.

If you have any questions or require any additional information please do not hesitate to contact us.

Sincerely,

FAIR OAKS CONSTRUCTION, INC.



Lawrence H. D'Amico

Enclosures:

White Oaks Vandalism Repairs

Item	Unit	Man. Retail Price	Quantity	Date	Unit Price	7/6/17
						Extended price
1 <u>PLAYGROUND EQUIPMENT</u>						
1	Multi-Function Unit [Miracle]	Each	\$6,811.00	1	109%	\$7,423.99
2	Stand Alone [Miracle]	Each	\$0.00	0	109%	\$0.00
2	Stand Alone [Miracle]	Each	\$0.00	0	109%	\$0.00
2	Stand Alone [Miracle]	Each	\$0.00	0	109%	\$0.00
3	Anti-Wrap Swing [Little Tikes]	Each	\$0.00	0	115%	\$0.00
4	6' Bench # 1266L	Each	\$431.00	1	109%	\$469.79
	Estimated Freight	Lump Sum		1	\$587.90	\$587.90
G.	Grading	Hour		0	\$100.00	\$0.00
2 <u>SITE WORK</u>						
A.	Drain--Inside--Repair	Lump Sum		1	\$400.00	\$400.00
B.	Drain--Outside	Ln. Ft.		0	\$9.00	\$0.00
C.	Drain to Structure	Each		0	\$10.00	\$0.00
D.1	Woodcarpet	Cu. Yd.		100	\$40.00	\$4,000.00
E.	Borders	Ln. Ft.		40	\$15.00	\$600.00
F.	Bonded Rubber Pad (2 1/2")	Sq. Ft.		0	\$24.00	\$0.00
G.	Poured in Place (2 1/2")	Sq. Ft.		70	\$15.25	\$1,067.50
	Excavate & Dispose	Sq. Ft.		70	\$1.25	\$87.50
	Furnish & Install 21-A	Sq. Ft.		70	\$2.65	\$185.50
	Furnish & Install Filter Fabric	Sq. Ft.		70	\$0.65	\$45.50
H.	Asphalt	Sq. Ft.		0	\$10.00	\$0.00
I.	Fence	Ln. Ft.		0	\$29.00	\$0.00
J.	Gate--5 Feet	Each		0	\$650.00	\$0.00
K.	Gate--6 Feet	Each		0	\$950.00	\$0.00
L.1.	Demo PG & Border 3000 & Under	Sq. Ft.		0	\$2.00	\$0.00
L.2.	Demo PG & Border 3001 & Over	Sq. Ft.		0	\$1.75	\$0.00
N.	Demo & Dispose Woodcarpet	Cu. Yd.		0	\$50.00	\$0.00
	Remove and replace damaged playground items	Lump Sum		1	\$3,800.00	\$3,800.00
	Remove damaged rubber, stone, etc. and repair for rubber replacement	Lump Sum		1	\$1,450.00	\$1,450.00
Total Contract Price						\$20,117.68



Miracle Recreation Equip. Co.
 878 E. US Hwy 60
 Monett, MO 65708
 1-800-325-8828

QUOTE: R0098172565
 CUSTOMER: 2737D04

Prepared For:

Larry D'Amico
 Fair Oaks Construction, Inc
 PO Box 1028
 West End, NC 27376
 (910) 673-3372 (phone)
 (910) 673-3762 (fax)
 ldamico@nc.rr.com

Project Name & Location:

White Oaks ES parts

Prepared by:

Site Concepts (Northern VA)
 George Novey
 PO Box 235
 Crozet, VA 22932
 (434) 823-2745 (phone)
 (434) 823-2749 (fax)
 george@siteconceptsva.com

Ship To Address:

Keith Bryden
 Harris Construction, Inc.
 3424 Crums Church Road
 Berryville, VA 22611-2002
 (571) 233-7121 (phone)
 ldamico@nc.rr.com

End User:

Pete Dailey
 FCPS Facilities Mgt
 Sideburn Support Center
 5025 Sideburn Rd
 Fairfax, VA 22032
 (703) 764-2420 (phone)
 pjdailey@fcps.edu

Quote Number: R0098172565
 Quote Date: 7/6/2017
 Valid For: 30 Days From Quote Date

PlayArea_Q1

Product line: KidsChoice
 Age group: 5-12

Global defaults

Accent	TROPICAL YELLOW
Bench PVC	BLUE
Cham -Canopy	BLUE
Cham -Exit	BLUE
Cham -Right Low Bank	TROPICAL YELLOW
Cham -Start of Slide	TROPICAL YELLOW
Clamp	FOREST GREEN
PVC	BROWN

Components

Part Number	Description	Qty	Weight	Unit Price	Total
1266L	6' BENCH, 2-3/8" EXT LEG - M'THERM-PERM	1	140.00	431.00	431.00
7145039	1/2 HEX FULL DECK (ATTACHES TO 4 POSTS)	1	155.00	1,183.00	1,183.00
7146701	CHAMELEON II ENTRY & EXIT (5' - 6'6" DECK)	1	145.00	1,880.00	1,880.00
7146705	CHAMELEON II RIGHT SECTION	1	60.00	444.00	444.00
7146705	CHAMELEON II RIGHT SECTION	1	60.00	444.00	444.00
	Cham -Right Low Bank: BLUE				
71485149	SQUARE TRANSFER POINT W/CLOSED HR (4' DECK)	1	285.00	2,860.00	2,860.00

Totals:

Total Weight:	845.00 lbs
Equipment List:	\$7,242.00
Discount Amount:	-\$0.00
Equipment Price:	\$7,242.00
Freight:	\$587.90
Installation:	\$0.00
Products by Other:	\$0.00
SubTotal:	\$7,829.90
Estimated Sales Tax*:	\$414.98
Grand Total:	\$8,244.88

Notes: original 2014 WO# 674973

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Contact your Miracle Recreation Sales Representative to place an order.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 204757, Dallas, TX 75320-4757, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number:	R0098172565	Quote Date:	7/6/2017	Equipment:	\$7,242.00	Grand Total:	\$8,244.88
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CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By	Printed Name and Title	Date
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT		
By:		Date:

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY

7/6/2017

QUOTE: R0098172565