



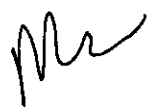
# FAIRFAX COUNTY PARK AUTHORITY

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# M E M O R A N D U M



**TO:** Chairman and Members  
Park Authority Board

**VIA:** Michael A. Kane, Director 

**FROM:** Charles Bittenbring, Interim Director  
Planning and Development Division

**DATE:** March 9, 2007

## *Agenda*

**Planning and Development Committee**  
**Wednesday, March 14, 2007 – 5 p.m.**  
**Board Room – Herrity Building**  
**Chairman: Winifred S. Shapiro**

1. Naming and Dedication of Athletic Fields for Servicemen Who Have Died in the Iraq War – Action\*
2. Allocation of Telecommunication License Fees for Use at South Run District Park – Action\*
3. Approval - Extension of Open End Contracts for Civil Engineering and Related Services – Action\*
4. Contract Award – Athletic Field Lighting and Related Electrical Work at Lake Fairfax Park – Action\*
5. Contract Award – Laurel Hill Golf Club – Clubhouse and Wetlands Landscape Planting – Action\*
6. FY 2007 Update – Fund 370, Park Authority Bond Construction Fund and Fund 371, Park Capital Improvement Fund – Information\*
7. Fund 370, Park Authority Bond Construction Spend-Down Plan – Information\*
8. Laurel Hill Sportsplex Progress Report – Information\*
9. Contract Activity Report – Information\*
10. Update to Cash Proffer Formula – Discussion\*
11. Closed Session
  - Land Acquisition

\*Enclosures

cc: Timothy K. White  
Leadership Team



If accommodations and/or alternative formats are needed, please call (703) 324-8563. TTY (703) 803-3354

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Board Agenda Item  
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**ACTION -**

Naming and Dedication of Athletic Fields for Servicemen Who Have Died in the Iraq War (Springfield)

ISSUE:

Naming and dedication of athletic fields for servicemen who have died in the Iraq War.

RECOMMENDATION:

The Park Authority Director recommends that the Fairfax County Park Authority provide and dedicate features in Patriot Park that will give recognition to those who have died in the Iraq War.

BACKGROUND:

At the December 4, 2006, meeting of the Board of Supervisors, the Park Authority was requested to name a ballfield in honor of the late Corporal Nicholass P. Rapavi. Corporal Rapavi was serving in Iraq where he died while serving his country. Additionally, the Board of Supervisors requested that the Park Authority consider dedicating fields at Patriot Park to honor those who have died in the war.

The Park Authority has not named park facilities after athletes, politicians, historical figures, servicemen or others, unless that person's contributions are consistent with the Park Authority's naming policy. *Policy 106 Naming of Parks (Attachment 1)* requires that an individual's contributions are specific to the Park Authority and:

- Has made a significant contribution to the protection of natural, cultural, or horticultural resources of the Fairfax County park system
- Has substantially contributed to the advancement of commensurate types of recreational opportunities within the Fairfax County park system
- Has made a significant contribution to the betterment of a specific park, consistent with the established criteria and standards for the designated park classification

However, the Park Authority has purposefully approached the planning of Patriot Park with the intention of developing a park that will commemorate the contributions of those who have served in the military, as well as recognize residents who were lost during the tragic events of September 11, 2001. The General Management Plan and Conceptual Development Plan for Patriot Park in the Springfield District includes elements that are

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to be designed to reflect a “memorial-patriot “theme. In addition, the park’s entrance areas are to be designed to “incorporate architectural and landscape features that reflect a memorial-patriot theme and provide a characteristic gateway into the park”.

With Park Authority Board concurrence of this approach, the Park Authority staff will prepare an appropriate informational document to assist the offices of the Board of Supervisors in responding to similar requests that they may receive in the future.

FISCAL MPACT:

None

ENCLOSED DOCUMENTS:

Attachment 1: Policy 106 Naming of Parks

STAFF:

Michael A. Kane, Director

Timothy K. White, Chief Operating Officer

**Policy 106 Naming of Parks**

As a general policy, parks shall be named in accordance with geographical, historical or ecological features indigenous to the park site or to the immediate vicinity of the site. Parks may be named for an individual under the following conditions:

- a. Where the individual has made a significant gift of land to the Authority, or
- b. In memoriam for an individual who has made a significant contribution to the Fairfax County park system.

Recreational facilities or resource management areas within a park may be named for a corporation or an individual, living or deceased, who:

- a. Has made a significant contribution to the protection of natural, cultural, or horticultural resources of the Fairfax County park system, or
- b. Has substantially contributed to the advancement of commensurate types of recreational opportunities within the Fairfax County park system, or
- c. Has made a significant contribution to the betterment of a specific park, consistent with the established criteria and standards for the designated park classification.

In support of this policy, nominations for naming parks, recreational facilities or resource management areas shall be evaluated on the basis of the above criteria and upon appropriate documentation.

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*Revised and adopted October 28, 1998*

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**ACTION -**

Allocation of Telecommunication License Fees for Use at South Run District Park  
(Springfield District)

ISSUE:

Approval of allocation of telecommunication license fees from Cingular Wireless to Fairfax County Park Authority for use at South Run District Park.

RECOMMENDATION:

The Park Authority Director recommends that the Park Authority Board approve continued allocation of telecommunication license fees from Cingular Wireless to Fairfax County Park Authority for use at South Run District Park.

TIMING:

Board action is requested on March 14, 2007, to continue allocation of telecommunication license fees for use at South Run District Park.

BACKGROUND:

On February 12, 1997, the Park Authority board approved a License Agreement (Attachment 1) to allow AT&T Wireless Services, Inc. (now called Cingular Wireless) to install telecommunication equipment and related structures on a 10-foot x 24-foot concrete pad under an existing Dominion Virginia Power tower in the existing Dominion Virginia Power easement in South Run District Park. The initial term of the license was for five years with three five-year renewal terms. By policy, these fees are for use at where the telecommunication equipment is provided. Park Authority Policy 303, Telecommunication Sites (Attachment 2) requires that the allocation of fees for subsequent renewal license terms be determined by action of the Park Authority Board.

On March 13, 2002, the Park Authority Board approved the continued allocation of telecommunication license fees for use at South Run District Park for the first five-year renewal term. To date, \$112,311 in fees has been collected from the license agreement which have been utilized to make improvements to South Run District Park. Park Authority Board Member Kenneth Feng, Springfield District, has requested that the license fees continue to be allocated solely for use at South Run District Park.

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FISCAL IMPACT:

The current monthly license fee is \$1,304.77. In accordance with the license agreement, this monthly fee amount will be increased by 3% to \$1,343.91 for the first year of this five year renewal term. At the end of each year the monthly license fee for the following year will increase by an additional 3%. Funds received from this license will be appropriated during the renewal five-year term in Project 004349 South Run Park, in Fund 371, Park Capital Improvement Fund for improvements to South Run District Park.

ENCLOSED DOCUMENTS:

Attachment 1: Telecommunication License Agreement – South Run District Park  
Attachment 2: Policy 303 – Telecommunication Sites

STAFF:

Michael A. Kane, Director  
Timothy K. White, Chief Operating Officer  
Charles Bittenbring, Acting Director, Planning and Development Division  
Kay H. Rutledge, Manager, Land Acquisition and Management Branch  
Cindy McNeal, Section Supervisor, Land Acquisition and Management Branch  
James L. Miller, Property Manager, Land Acquisition and Management Branch

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**FAIRFAX COUNTY PARK AUTHORITY  
LICENSE AGREEMENT**

THIS AGREEMENT ("Agreement"), dated as of FEB. 13, 1997 between Fairfax County Park Authority an instrumentality exercising public and essential governmental functions ("Licensor") and WIRELESS PCS, INC, d/b/a AT&T Wireless Services, Inc. having an office at 15 East Midland Avenue, Paramus, New Jersey 07652, ("Licensee"), recites and provides:

**RECITALS**

Licensor is the owner of a parcel of land located at within Virginia Power Easement - South Run District Park at Pohick Road in Fairfax County, Virginia and referred to among the Tax Map records of Fairfax County as 88-3((1))4 Parcel. Such parcel of land is herein referred to as the "Premises" as described in **Exhibit A**.

Licensee desires to use a portion of the Premises to install and operate an equipment pad approximately 10 feet x 24 feet in size.

Licensor is willing to permit Licensee to use such portion of the Premises for the purposes and in accord with the terms and conditions set forth in this Agreement. Licensee has obtained permission from Virginia Power (**Exhibit B**) to install and operate antennas and an equipment pad. Virginia Power was granted this easement as recorded at deed book 600 at page 23 in the land records of Fairfax County, Virginia.

**AGREEMENT**

In consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Definitions.**

"Facilities", as used herein, shall be antennas, equipment, ancillary and related structures, cables, accessories and improvements as more specifically described on **Exhibits C and D** attached hereto, and shall include any approved additions or alternations thereto, subject to Licensor approval as specified in Paragraph 6 below.

**2. Use of Premises.**

(a) Licensor grants to Licensee a non-exclusive license (the "License") to construct, install and operate the Facilities upon the Premises in the general configuration shown on **Exhibit D** hereto, subject to Licensor's final approval of the plans as specified in Paragraph 6 below. Subject to compliance with all laws, Licensee may at its own cost and expense, use the portion of the Premises

shown on **Exhibit D** to construct, install, operate, maintain, repair, replace, protect and secure the "Facilities".

(b) Licensors grants to Licensee, subject to all conditions herein, including, but not limited to Paragraph 6 the right to install and operate underground electric lines from Licensee's meter to the Facilities and telephone lines from the termination point of the telephone utility supplying telephone service to the Facilities as shown on **Exhibit D**.

(c) Licensors agrees to grant, subject to all conditions herein, including, but not limited to Paragraph 6 such Licenses to public service corporations across the Premises to the Facilities as shown on **Exhibit D**.

(d) All portions of the Facilities brought onto the Premises by Licensee shall remain the Licensee's personal property and, at Licensee's option, may be removed by Licensee at any time during the term, but no later than ten (10) days after the License has terminated. Upon the termination of the License the Facilities shall be removed from the Premises by the Licensee. Licensee shall restore the Premises to the condition prior to the execution of the agreement. Licensee shall contact all public service corporations and telephone utility company(s) who were granted licenses as required by Licensee to have all equipment removed from the premises, at the Licensee's expense and restored to its prior condition. All such licenses shall be terminated at the Licensee's expense.

(e) Subject to the limitations set forth herein, Licensors grants Licensee a non-exclusive license for ingress and egress over (i) the portion of the Premises shown on **Exhibit D** and (ii) to the extent of the Licensors's interest therein, any existing access roads, easements or rights of way serving the Premises for access to the Facilities for the purposes of installing, maintaining, operating, repairing, reconstructing and removing the Facilities. Subject to the foregoing, Licensee shall have twenty-four (24) hour a day, seven (7) day a week access to the site and the Facilities for maintenance, unscheduled repairs and other emergencies.

(f) Licensors reserves the right to continue all existing uses of the Premises and to make or permit any additional use of the Premises as Licensors deems appropriate.

(g) Licensee shall not: (i) violate any environmental Laws (now or hereafter enacted), in connection with Licensee's use or occupancy of the Leased Premises; or (ii) use, generate, release, manufacture, refine, produce, process, store, or dispose of any Hazardous Wastes on, under, or about the Leased Premises, or transport to or from the Leased Premises any Hazardous Wastes; except for the use of sealed batteries for emergency back-up, any fire suppression system and small quantities of cleaning products ordinarily used by commercial businesses.

3-11-97

### 3. Term

(a) The initial term of the License hereby granted ("Term") shall be five (5) years, commencing on the date that a building permit is issued by Fairfax County for any construction on the Premises pursuant to this Agreement (the "Commencement Date") and ending at 11:59 p.m. five (5) years thereafter. Upon thirty (30) days' notice given by Licensee to Licensor, Licensee may terminate this Agreement if Licensee determines the Premises has become unsuitable for Licensee's Radio Link because (i) Licensee is unable to obtain or maintain in force all necessary Governmental Approvals (as hereinafter defined), (ii) a material change in governmental regulations makes it impractical or uneconomic for Licensee to continue to operate the Facilities, (iii) interference by or to Licensee's operation cannot be resolved; (iv) Licensee changes its system or network design in a manner that makes it impractical or uneconomic for Licensee to operate the Facilities or (v) the Premises are destroyed or damaged or taken in whole or in part (by condemnation or otherwise) sufficient in Licensee's reasonable judgment, adversely to affect Licensee's use of the Facilities.

(b) Provided Licensee does not breach any of the terms, conditions, covenants, representations or warranties set forth herein ("Default") at any time during the Term, Licensee may renew this Agreement for three (3) additional periods of five (5) years each (a "Renewal Term") upon the same terms and conditions contained herein; provided, however, that the annual license fee provided for in Section 4 shall be adjusted at the commencement of each Renewal Term as provided in Section 4. The License hereby granted shall automatically renew for each renewal period unless, at least 60 days prior to termination of the then existing period, Licensee provides written notification to Licensor of its intention not to permit the License to renew. If Licensee provides Licensor with such notice, the option(s) remaining shall be rendered null and void and the License shall terminate at the end of the then current period. Each Renewal Term shall commence upon the expiration of the immediately preceding Term or applicable Renewal Term. All references in this Agreement to the Term hereof shall include, where appropriate, all Renewal Terms so effected.

(c) Promptly upon the signing of this Agreement, Licensee will apply to Fairfax County for all necessary zoning approvals to construct and operate the Facilities, and Licensee will apply for any and all other governmental licenses, permits, approvals or other relief required or deemed necessary or appropriate by Licensee for its use of the Premises ("Governmental Approvals"). Licensee will diligently prosecute all such applications to a conclusion. Licensee shall have the right, but not the obligation, to appeal any denial. Licensor specifically authorizes Licensee to prepare, execute and file all necessary or appropriate applications to obtain Governmental Approvals for its use under this Agreement subject to Licensor's right to review such applications. In the event that all necessary Governmental Approvals have not been obtained within eighteen months from the date of the signing of this Agreement or that Licensee is denied a necessary Governmental Approval and elects not to appeal, either party may, by written notice to the other terminate this Agreement. Licensee shall pay all costs in connection with applying for and obtaining all zoning and other Governmental Approvals.

4. **License Fee**

(a) During the first year of the Term, Licensee shall pay to Licensor an annual license fee of ~~Ten Thousand Eight Hundred and 00/100ths Dollars (\$10,800.00)~~ <sup>TWELVE THOUSAND AND 00/100ths Dollars (\$12,000.00)</sup> due and payable in equal installments of ~~Five Hundred and 00/100ths Dollars (\$500)~~ <sup>FIVE THOUSAND AND 00/100ths Dollars (\$5,000)</sup> per month by the fifth day of each month of the Term, without notice, demand, deduction or setoff. The first payment hereunder shall be due on the Commencement Date. If the Commencement Date or the termination date of this Agreement is other than the first day of a month, the license fee shall be prorated for such month. If Licensee fails to pay any installment of license fees within ten (10) written days after notice of default, Licensee shall also pay to Licensor a late fee equal to ten percent (10%) of the late payment. If any amount remains unpaid more than thirty (30) days after its due date, Licensee shall pay Licensor interest on such unpaid amount at an annual rate of eighteen percent (18%) from the date such amount was due until the date such amount is paid to Licensor.

Licensee shall pay Licensor a one time use fee of Five Thousand and 00/100ths Dollars (\$5,000.00) upon obtaining all necessary Governmental Approvals, the signature of the appropriate representative of Licensor indicating Licensor's approval of all of Licensee's plans and specifications relating to the Facilities.

(b) At the end of each year of the Term or Renewal Term the annual fee for the next year period then beginning shall be equal to the product obtained by multiplying the annual license fee for the year ending by 1.03.

5. **Engineering Review.**

Prior to the Commencement Date, Licensee shall have access to the Premises, during business hours after a minimum of three (3) days prior written notice to Licensor, for undertaking any necessary tests, studies and inspections relating to Licensee's proposed use of the Premises. Licensee shall fully restore to its prior condition any portion of the Premises disturbed by Licensee and Licensee hereby indemnifies and hold Licensor harmless from and against any claim, loss, expenses fine, fee or liability (including but not limited to collection costs and reasonable attorney's fees) incurred by Licensor as a result of Licensee's access, tests, studies or other activities pursuant to this paragraph.

6. **Construction and Alteration of the Premises.**

(a) Before commencement of any construction or any subsequent alteration thereof, Licensee shall submit to Licensor for Licensor's prior written approval all plans, specifications, drawings, rendering, permits, applications and descriptions which relate to the proposed Facilities or the alteration of the Premises in any way. In addition, Licensee shall provide to Licensor (i) a certification by a professional engineer satisfactory to Licensor which states that the proposed Facilities or alterations will be in compliance with all applicable laws, rules and regulations, (ii) a letter from Virginia Power stating their approval of all plans and specifications,

drawings, renderings, permits, applications and descriptions which relate to the proposed Facilities or the alteration of the Premises in any way, and (iii) copies of all approved permits and governmental approvals. After Licensee's submission of such plans and specifications Licensor shall notify Licensee within thirty (30) days of Licensor's receipt of such plans and specifications whether it deems the plans and specifications to be satisfactory. If Licensor shall fail to notify Licensee within such thirty (30) days whether it deems the plans and specifications to be satisfactory then approval of the plans and specifications shall be deemed granted by Licensor. Licensee shall pay the reasonable costs and expenses of Licensor's engineering review of Licensee's plans and specifications. Should the Licensor determine that the plans and specifications for the proposed Facilities are unsatisfactory, Licensee shall revise the plans and specifications to remedy the defects noted by Licensor and re-submit the revised plans and specifications for Licensor's review pursuant to this paragraph.

(b) If construction of the Facilities should require the relocation of any facilities or equipment presently located on the Premises owned by the Licensor, such facilities or equipment may be relocated by Licensee only with Licensor's prior written consent and at Licensee's sole cost and expense.

#### **7. Interference.**

Licensor agrees not to permit any future use of the Facilities that will interfere with Licensee's operations pursuant to this Agreement. If any interference is caused by Licensor due to improper or unlawful operation, or any subsequent change or addition of equipment or improvements by Licensor on the Premises, Licensor agrees to eliminate same in a prompt and timely manner. If interference, that is improperly caused by either the Licensee or the Licensor cannot be eliminated within a reasonable length of time, but not to exceed thirty (30) days after written notice thereof, Licensor or Licensee, as the case may be, shall cause the interference to cease except for brief tests necessary for the elimination of the interference .

#### **8. Condition of the Premises.**

On the Commencement Date, Licensee will accept the Premises in an "as is" condition at that time.

#### **9. Maintenance and Repairs of Facilities.**

Licensee shall be responsible for all maintenance and repair of the Facilities and any appurtenant equipment or facilities of Licensee during the term of this Agreement. In addition, Licensee shall paint or otherwise finish the support structures for its antennas with a color or finish identical in appearance to that of the transmission tower unless otherwise required by law.

## 10. Indemnification.

Licensee indemnifies and holds Licensor and its agents, employees, officers and directors harmless from and against all claims, demands, costs, losses, liabilities, fines and penalties, including but not limited to reasonable attorneys' fees and costs of defense, arising from:

- (i) The condition of the Facilities;
- (ii) any activities undertaken on, in, under or near the Premises by, for or at the direction of Licensee or the Licensee's Agents;
- (iii) any Default or Event of Default (as defined below) by Licensee under this Agreement;
- (iv) the presence, storage, use, placement, treatment, generation, transport, release or disposal on, in, under or near the Premises by Licensee or any of Licensee's Agents of (1) oil, petroleum or other hydrocarbon derivatives, additives or products, (2) hazardous wastes, (3) hazardous or toxic substances or chemicals, (4) fungicides, rodenticide or insecticides, (5) asbestos or (6) urea formaldehyde, in each case as defined by any applicable state, federal or local law, rule or regulation (collectively, "Hazardous Material").

## 11. Insurance.

(a) Licensor agrees that Licensee may self insure against any loss or damage which could be covered by a commercial general public liability insurance policy. Licensee shall provide Licensor on such anniversary date of the Commencement Date certified financial statements of Licensee prepared by an independent accounting firm. Licensor reserves the right to require, after review of such financial statements that Licensee acquire, maintain and pay for commercial liability insurance against claims for personal injury, including bodily injury or death, and property damage, occurring upon the Premises and arising from Licensee's use thereof. Insurance shall provide coverage of at least One Million Dollars (\$1,000,000) combined single limit for both bodily injury and property damage, shall name Licensor as an additional insured, and shall provide that it may not be canceled without at least forty-five (45) days prior written notice to Licensor, and shall otherwise be reasonably satisfactory to Licensor. Such insurance may be included within the coverage of a blanket or umbrella policy, and must be issued by an insurance company reasonably acceptable to Licensor. Licensee shall provide Licensor an original certificate evidencing such insurance or self-insurance upon the Commencement Date of the term of this Agreement, on the yearly anniversaries of the commencement of the term of this Agreement, and at any other time during the term of this Agreement upon the request of the Licensor.

(b) Licensee shall carry hazard insurance to cover damage to or destruction of the Facilities. Licensor shall have no obligation to restore, replace or rebuild the Facilities for any

reason. This provision shall not limit Licensee's obligation to restore the "Facilities" to its original condition.

#### **12. Liens.**

Licensee shall promptly pay for all work, labor, services or material supplied by or on behalf of Licensee at the Premises or in connection with the Facilities. If any mechanics' or materialmen's liens shall be filed affecting the Premises, Licensee shall cause the same to be released of record by payment, bond, court order or otherwise, within thirty (30) days after notice of filing thereof. Upon the completion of the construction of the Facilities or upon the completion of any approved alterations thereto, Licensee shall obtain and provide to Licensor lien waivers from all contractors and subcontractors which provided services or materials in connection with the construction or alteration of the Facilities.

#### **13. Compliance with Laws.**

Licensee shall, at its expense, throughout the term of this Agreement, obtain all building permits and other governmental or quasi-governmental licenses, permits consents and approvals required for the construction, installation, operation and use of the Facilities in compliance with all applicable laws, rules, order, ordinances and requirements, including but not limited to, all laws, rules, orders, ordinances and requirements which relate to the FAA, FCC, health, safety, environment or land use. In the event of Licensee's failure to comply with this Section, Licensor may, but is not obligated to, take such actions as may be necessary to comply with any such laws, rules, regulations, order, ordinances or requirements, and Licensee shall immediately reimburse Licensor for all costs and expenses incurred thereby.

#### **14. Representations and Warranties.**

(a) Licensee represents and warrants to Licensor that (i) it is a corporation duly organized and validly existing under the laws of the State of Delaware, (ii) it is authorized to do business in the Commonwealth of Virginia and Fairfax County, Virginia, (iii) it has all corporate power and authority necessary to own its properties and conduct its business, as presently conducted, and to enter into and perform its obligations under this Agreement, (iv) the person executing this Agreement on its behalf has been duly authorized to do so by resolution or other action duly adopted. Each party agrees to provide to the other a certified copy of its resolutions or other action confirming the same within fifteen (15) days after the date hereof, and (v) that it has not dealt with, nor is any brokerage commission due to any broker in connection with this Agreement.

(b) Licensor represents and warrants to Licensee (i) that it is an instrumentality exercising public and essential governmental functions, (ii) that it has authority to enter into this Agreement, (iii) that the party executing this Agreement has been duly authorized to do so, (iv)

that it solely owns the Premises in fee simple, and (v) that it has not dealt with, nor it any brokerage commission due to any broker in connection with this Agreement.

(c) To the best of Licensor's knowledge the making of this Agreement, and Licensor's performance of this Agreement, will not violate the provision of any agreement or encumbrance of any kind under which Licensor is a party or is bound or which restricts in any way the disposition or use of the Premises.

#### **15. Termination.**

Upon the expiration or earlier termination of the License, Licensee shall at the option of Licensor, remove the Facilities from the Premises as provided in Section 2(d) of this Agreement, and shall repair any damage to the Premises and associated public utility areas caused by the installation operation or removal of the Facilities. If Licensee remains on the premises more than ten (10) days after the termination of this Agreement, Licensee shall pay to Licensor for such holding over a license fee per month equal to 1.5 times the monthly installment of the license fee which accrued during the immediately preceding full month. The license fee for such holding over shall remain in effect until Licensee removes the "Facilities". If the "Facilities" are not removed within 120 days after expiration or earlier termination of the License, Licensor shall at its option complete the removal and restoration at the Licensee's expense. Acceptance of the license fees upon Termination shall not be a waiver by Licensor of any of its other remedies at law or in equity. Sections 5, 10, 12 and 15 of this Agreement shall survive termination of the License.

#### **16. Default.**

If Licensee shall fail to pay when due any of the installments of the license fee provided for herein or any other sum accruing pursuant to the terms of this Agreement, and such failure shall continue for ten (10) days after written notice from Licensor, or if Licensee shall be in Default or fail to perform in a timely manner any other obligation herein provided, other than the payment of license fee installments, and such failure shall continue for thirty (30) days after notice from Licensor, or if a petition in bankruptcy shall be filed by or against Licensee, or if Licensee shall be adjudicated involvement, or if Licensee shall make a general assignment for the benefit of its creditors, or if a receiver or trustee shall be appointed to take charge of and wind up Licensee's business, or if the Licensee abandons or vacates the Facilities for more than four consecutive months prior to the termination of this License, then Licensee shall be considered to have caused an event of default ("Event of Default") hereunder and Licensor may elect to terminate this Agreement at its sole discretion and pursue its remedies hereunder, at law or in equity. Notwithstanding the foregoing, if Licensee fails on more than two occasions in any twelve month period to pay any license fee installments when due, Licensee shall not be entitled to the written notice and opportunity to cure otherwise provided above and shall be considered to be have caused an Event of Default. Licensee agrees to pay a security deposit to the Licensor equal to one (1) month's installment due on the Commencement Date. This deposit shall be held

in an account by the Licensor and returned to Licensee at the termination of the License, provided the Licensee has performed all obligations under this license.

### 17. Estoppel

Either party shall, at any time upon 15 days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this lease, as so modified, is in full force and effect) and the date to which the fees and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed.

### 18. Notices

All notices required hereunder or in respect hereof shall be in writing and shall be transmitted by postage prepaid certified mail, return receipt requested, delivered by hand, or transmitted by overnight courier to the following addresses:

Licensor: Fairfax County Park Authority  
Attn.: Director's Office  
12055 Government Center Parkway, Suite 927  
Fairfax, VA 22035

Licensee: Wireless PCS, Inc.  
d/b/a AT&T Wireless Services  
15 East Midland Avenue  
Paramus, New Jersey 07652  
Attn.: Vice President, System Development

With a copy to: [Same address]  
Attn.: Legal Department

Virginia Power Contact: Product Manager, E.I.S.  
Retail Energy Services  
Virginia Power  
PO Box 26666  
Richmond, VA 23261

Notices shall be deemed given upon delivery or mailing by certified mail with return receipt requested thereof to the address specified above. Either party may change its address or

any address for copies by giving ten days prior notice of such change in the manner described above.

### **19. Assignment**

(a) This Agreement may be assigned by Licensee without any prior approval or consent of Licensor to Licensee's principal, affiliates or subsidiaries of its principal. Upon written notice by the Licensee, Licensor agrees to acknowledge the assignment to Licensee's principal, affiliate or subsidiary of its principal and to release Licensee from its obligation hereunder from the date of receipt of Assignee's written assumption of Licensor's obligations under this agreement.

(b) As to any other parties, Licensee may not assign any of its rights hereunder to any person or entity without the prior written consent of Licensor and any purported assignment shall be void. In the event of an assignment to a party other than Licensee's principal, affiliate or subsidiary of its principal, Licensee agrees that it shall remain liable for all obligations hereunder until the expiration or earlier termination of this Agreement, unless Licensor agrees in writing to release Licensee from its obligation hereunder. Licensee shall submit any requests for any requested consents of Licensor at least 30 days before any assignment of this Agreement.

(c) This License shall not be interpreted to create anything other than a License and shall not create any right, title or interest in the property, nor shall it create an easement. No other parties are permitted use without permission of Licensor and Virginia Power.

### **20. Administrative Fees**

Licensee shall pay Licensor's reasonable administrative fees for preparing, reviewing and negotiating this Agreement, not to exceed Five Hundred and 00/100ths Dollars (\$500.00).

### **21. Miscellaneous**

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and may not be amended except by a writing signed by the parties hereto. The invalidation of any of the provisions hereof shall not affect any of the other provisions hereof, which shall remain in full force.

### **22. Applicable Law**

This Agreement shall be executed, construed and enforced in accordance with the laws of the Commonwealth of Virginia, disregarding those pertaining to conflicts of law.

WITNESS the following signatures.

WITNESS/ATTEST:

Barbara J. Gouli [SEAL]

WITNESS/ATTEST:

Susan Straub [SEAL]

LICENSOR

Fairfax County Park Authority  
an instrumentality exercising public  
and essential governmental functions

By: [Signature]  
James A. Heberlein, Director

Date: 10 Feb 97

LICENSEE

Wireless PCS, Inc.  
d/b/a AT&T Wireless Services,  
a Delaware corporation

By: [Signature]  
John Hart, Jr.  
Vice President, System Development

Date: 3/5/97

- 16 SOCCER/ FOOTBALL LIGHTED
- 17 PRACTICE FIELD LIGHTED
- 18 SOFTBALL FIELD LIGHTED
- 19 BASEBALL FIELD LIGHTED
- 20 CROSS COUNTRY TRAIL
- 21 MAINTENANCE
- 22 PARKING LIGHTED
- 23 PARKING LIGHTED
- 24 PARKING LIGHTED
- 25 PARKING LIGHTED
- 26 PICNIC SHELTER LIGHTED
- 27 PICNIC AREA
- 28 PARKING
- 29 PLAY APPARATUS
- 30 OVERFLOW PARKING

- 1 RECREATION CENTER
- 2 FIELD HOUSE
- 3 STABLES LIGHTED
- 4 EXERCISE RING
- 5 SHOW RING LIGHTED
- 6 DRESSAGE RING
- 7 PEDESTRIAN PATH
- 8 PEDESTRIAN/ BIKE PATH
- 9 PARKING LIGHTED
- 10 EXERCISE PAR COURSE
- 11 TENNIS COURTS LIGHTED
- 12 PRACTICE COURTS
- 13 SEATING AREA LIGHTED
- 14 SHUFFLEBOARD LIGHTED
- 15 PLAY APPARATUS

TO DATA SITE NO. 1

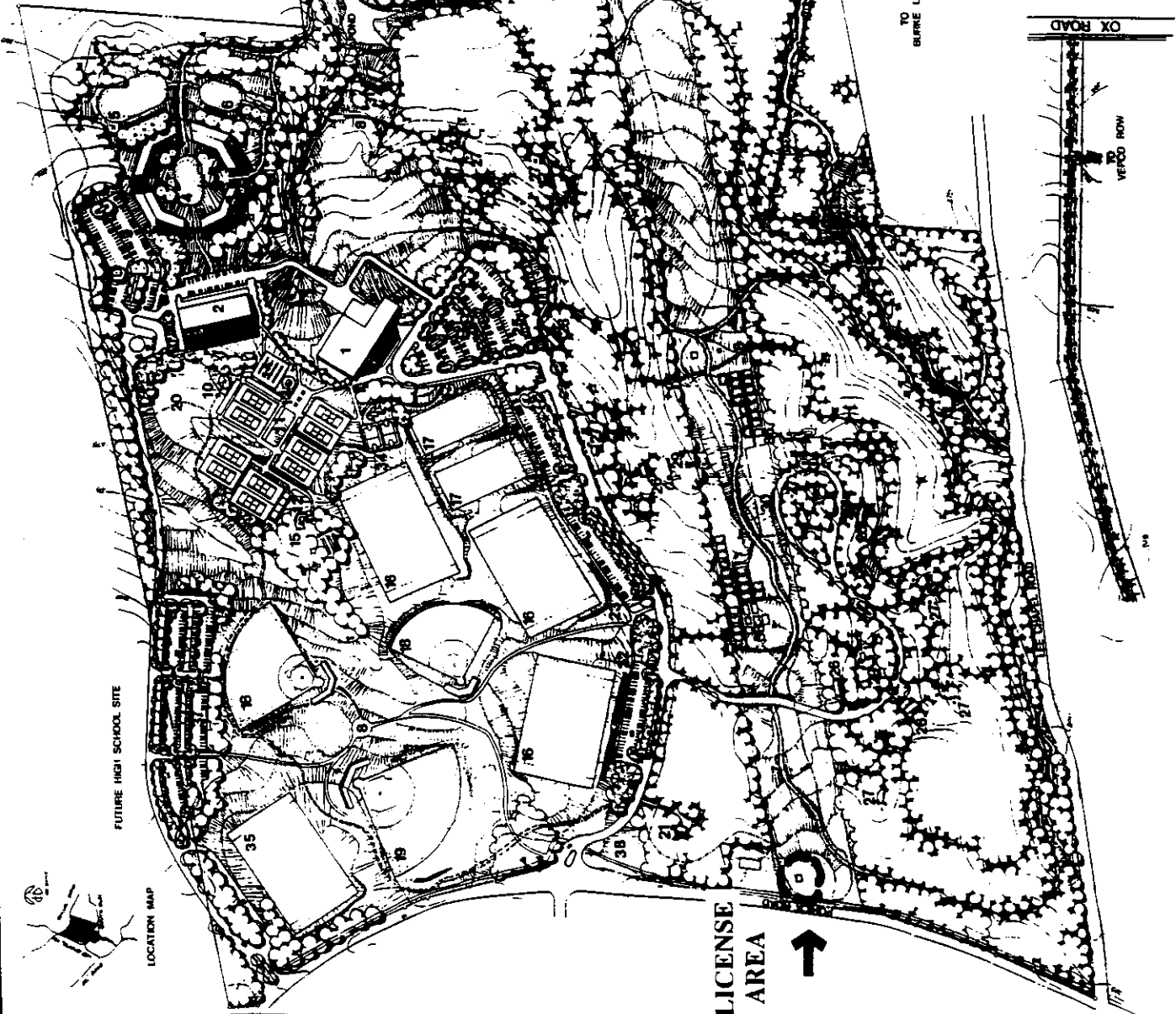
- 31 AMPHITHEATRE
- 32 OUTDOOR CLASSROOM
- 33 NATURE STUDY CENTER
- 34 MULTI-USE COURTS LIGHTED
- 35 SOCCER/ FOOTBALL LIGHTED
- 36 GARDEN PLOTS
- 37 PARKING LIGHTED
- 38 COUNTY WIDE TRAIL

DESIGNED BY  
 JOHN F. WOOD, INC.  
 ARCHITECTS  
 1000 N. GARDEN ST.  
 CHARLOTTE, N.C. 28202  
 PREPARED BY  
 JOHN F. WOOD, INC.  
 CIVIL ENGINEERS  
 1000 N. GARDEN ST.  
 CHARLOTTE, N.C. 28202

MASTER PLAN  
**SOUTH RUN DISTRICT PARK**  
 FAIRFAX COUNTY, VIRGINIA  
 ENVIRONMENTAL INTERFACE LTD.  
 CHARLOTTESVILLE, VIRGINIA

FAIRFAX COUNTY  
 PARK AUTHORITY  
 JULY 1979

PROJECT NAME: SOUTH RUN DISTRICT PARK  
 THIS MAP NO. 1-1  
 DATE: 1979





December 19, 1996

Ms. Robin A. Burke  
D. Garvey Corporation  
1945 Gallows Road  
Suite 200  
Vienna, VA 22182

5000 DOMINION BOULEVARD  
GLEN ALLEN, VIRGINIA  
23060

Dear Robin:

As required by our Master Lease made the 7th day of June, 1996, AT&T Wireless has asked for our consent to release certain information contained in the Master Lease that is deemed confidential. While we cannot consent to the release of the specific language of the lease, we hereby consent to your providing the following information concerning the terms of the lease. We consent to your disclosing this information only to the Park Authority and only for the purpose of your negotiations with them concerning AT&T Wireless site W168.1 (Structure #206/112):

1. One of the provisions of the lease is a requirement that AT&T Wireless obtain "all licenses, permits...variances or other approvals" which AT&T Wireless is required by federal, state, or local authorities to have before installing and operating any of its equipment.
2. The relationship created by the lease is clearly one of Lessor and Lessee, it does not create a joint venture, partnership or other form of business association between Virginia Power and AT&T Wireless.
3. We have provided structural approval of the subject site contingent on the provisions listed in item 1.

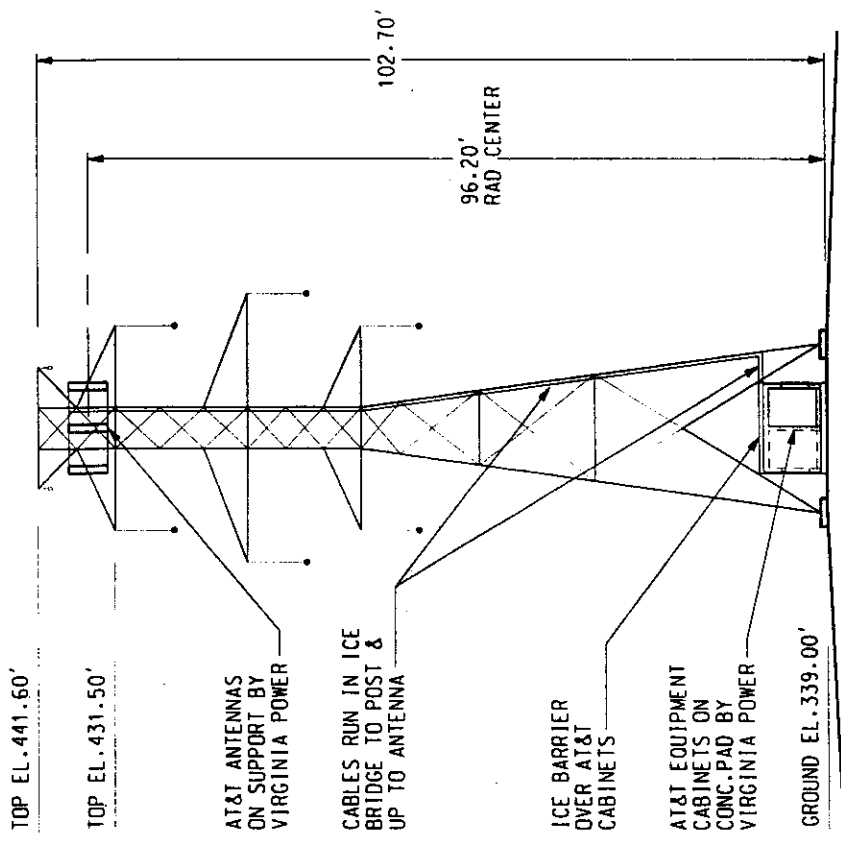
Please advise if you need further information.

Sincerely,

Shannon L. Killinger  
Product Manager- Energy Information Services

cc: Mr. David A Schneider, Esquire

PROPOSED UNMANNED AT&T WIRELESS COMMUNICATION SITE

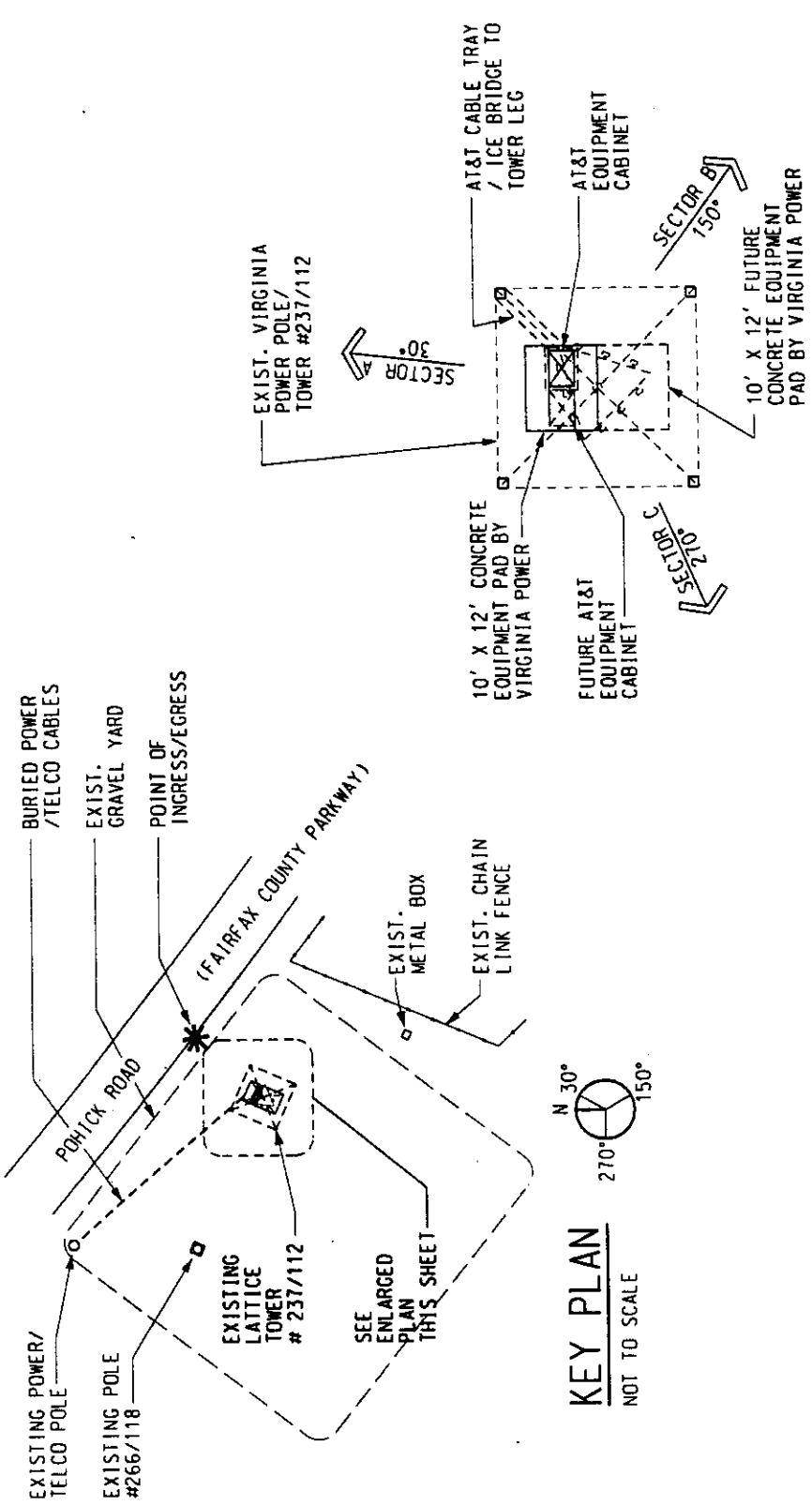


TOWER ELEVATION (FROM ROAD)

NOT TO SCALE

	SITE: W168.1 VIRGINIA POWER TRANSMISSION POLE POHICK RD. & LEE CHAPEL RD. SPRINGFIELD, VA. 22153 (#237/112)	DATE: 02-10-97 DRAWN BY: DW	SCALE: AS SHOWN DWN. NO: NONE	EXHIBIT C FACILITIES LOCATION
	75 FEB 99 [Signature]			

PROPOSED UNMANNED AT&T WIRELESS COMMUNICATION SITE



**KEY PLAN**  
NOT TO SCALE

**ENLARGED PLAN**  
NOT TO SCALE

	SITE: W168.1 VIRGINIA POWER TRANSMISSION POLE POHICK RD. & LEE CHAPEL RD. SPRINGFIELD, VA. 22153 (#237/112)	DATE: 02-10-97 DRAWN BY: DW	SCALE: AS SHOWN DWN. NO: NONE	EXHIBIT D PLANS
--	--	--------------------------------	----------------------------------	--------------------

*Handwritten signature and date:*  
 16 FEB 1997  
 75

**Policy 303 Telecommunications Sites**

The Park Authority shall seek to balance the general public's need for telecommunications services with the Authority's mandate and public trust for the protection of parklands. Requests for siting of telecommunication facilities on parklands shall be evaluated with due regard for the following policies:

- Fairfax County Comprehensive Policy Plan, Parks and Recreation Policy 3c, which states: "Prohibit the location of major public facilities, including transportation, through public parklands unless: a) the Park Authority determines that the proposed facility is compatible with its use of parkland, or b) a determination has been made that there is no feasible and prudent alternative to the use of parkland and that all possible planning to minimize harm is included in the proposed project. Require a Plan Amendment where the location of such facilities would substantially interfere with the provision of open space and/or recreational facilities or would have a significant adverse impact on ecological and heritage resources."
  
- Park Authority Park Planning and Development Policy which states: "The Authority shall resist by all appropriate means, including legal action, any attempt by any public agency, group or individual to destroy or encroach upon any park, historical site, nature preserve or recreational facility under the control of the Authority. The Authority considers its responsibilities to the citizens of Fairfax County to be in the nature of public trust, requiring commitment to the preservation and protection of natural, cultural, horticultural and recreational resources located on park lands. The Authority shall enlist the aid of an enlightened and alert citizenry in support of this policy."
  
- Fairfax County Countywide Comprehensive Policy Plan and Zoning Ordinances for Public Facilities which encourage the co-location of telecommunication facilities on public property

Pursuant to reconciling these policies, the Park Authority Board shall consider the placement of telecommunications monopoles and related equipment on park property only if all other possible locations have been exhausted by the applicant and no feasible and prudent alternative site exists, and all of the following location criteria have been met:

Location Criteria. Requests for placement of telecommunications monopoles and related equipment shall be considered if:

- a. An Office of Communications study has been conducted (or the Office of Communications certifies an applicant's study) showing the Park Authority property as the technically best location;
  
- b. The Office of Communications assures, in writing, that the proposed facility creates no radiation hazard to the public;
  
- c. The proposed use of park land does not present a potential legal exposure or liability to the Park Authority;
  
- d. The proposed location does not adversely affect significant natural or cultural resources, including environmentally sensitive areas such as wetlands, Environmental Quality Corridors and Resource Protection Areas as defined in the Chesapeake Bay Ordinance;
  
- e. In the sole determination of the Park Authority, the proposed location does not displace and is compatible with existing or planned park facilities;
  
- f. In the sole opinion of the Park Authority, the proposed location and construction on the site does not detract from the character of the park;

- g. The proposed facility location does not adversely affect park operations or maintenance;
- h. Clear demonstration is given that impacts to adjacent uses and property owners are minimal;
- i. The placement of the telecommunications site enhances public communications services and the public good.

2. Other Criteria.

Adequate compensation shall be provided to the Park Authority for the placement of the proposed facility based on extent of degradation, number of antennae and other factors. Mitigation fees received during the initial license term shall be deposited in the designated subfund of the park revenue operations fund solely for use at the park site where the telecommunications facility is to be located and utilized in accordance with adopted guidelines, unless designated otherwise in the agreement licensing the telecommunications facility. The allocation of fees for subsequent renewal license terms, if any, shall be determined by action of the Park Authority Board.

- b. The applicant accepts full responsibility and costs for all Park Authority staff evaluation and review, plan preparation, and procurement of all necessary permits and other approvals from the appropriate governmental agencies.

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*Revised and adopted October 28, 1998*

Board Agenda Item  
March 28, 2007

**ACTION -**

Approval – Extension of Open-end Contracts for Civil Engineering and Related Services

ISSUE:

Approval of the second, and final, one-year extension to the open-end contracts with the firms of Bowman Consulting Group, Ltd., Burgess & Niple Inc., Greenhorne & O'Mara Inc., and Patton, Harris, Rust & Associates P. C. for civil engineering and related services needed to accomplish the projects in the 2004 and 2006 Park Bond Programs.

RECOMMENDATION:

The Park Authority Director recommends approval of the second, and final, one-year extension to the open-end contracts with the firms of Bowman Consulting Group, Ltd., Burgess & Niple Inc., Greenhorne & O'Mara Inc., and Patton, Harris, Rust & Associates P. C. for civil engineering and related services needed to accomplish the projects in the 2004 and 2006 Park Bond Programs. Each firm will be extended for a term of one (1) year and the contract limits will be reset to the not to exceed amount of \$400,000.

TIMING:

Board action is requested on March 28, 2007 to ensure that civil engineering and related services are readily available to accomplish the 2004 and 2006 Park Bond Programs.

BACKGROUND:

On March 9, 2005, the Park Authority Board approved open-end contract awards to the firms of Bowman Consulting Group, Ltd., Burgess & Niple Inc., Greenhorne & O'Mara Inc., and Patton, Harris, Rust & Associates P. C. for civil engineering and related services. Each firm was awarded a contract in the not to exceed amount of \$400,000 for a term of one (1) year. The contracts were renewable for two (2) additional one-year terms at the option of the Park Authority Board. On March 22, 2006, the Park Authority Board approved the first one-year extension to the open-end contracts with all four firms. Review of the open-end contract available balance with Burgess & Niple Inc. and the estimated design fees for seven (7) new synthetic turf fields indicated a shortfall of approximately \$95,000. In a memorandum to the director of the Park Authority dated September 14, 2006, staff requested an increase in the amount of \$95,000 to the original annual contract value with the firm of Burgess & Niple Inc., in accordance with the Fairfax County Purchasing Resolution for amendments to Architectural / Engineering Service Contracts. To accomplish the projects in the 2004 and 2006 Park

Board Agenda Item  
March 28, 2007

Bond Programs, staff recommends extending all four (4) contracts for a one-year time period. This is the second, and final, one-year extension.

FISCAL IMPACT:

The contract amounts encumbered and contract expiration dates are listed on Attachment 1. Contract expenditures will be charged to individual projects as work is assigned, up to the maximum amount of the contract. This Board action only commits funds through the issuance of a Contract Project Assignment.

ENCLOSED DOCUMENTS:

Attachment 1: Summary of Open-end Contracts for Civil Engineering and Related Services

Attachment 2: Project Assignments to Civil Engineering and Related Services

STAFF:

Michael A. Kane, Director

Timothy K. White, Chief Operating Officer

Charles Bittenbring, Acting Director, Planning and Development Division

John Lehman, Manager, Project Management Branch

Deborah Garris, Manager, Synthetic Turf Fields Branch

Michael Baird, Management Analyst, Park Planning Branch

Susan Tibbetts, Administrative Assistant, Park Planning Branch

**SUMMARY of OPEN-END CONTRACTS**  
for  
**CIVIL ENGINEERING and RELATED SERVICES**

<b>Civil Engineering &amp; Related Services Firm Name</b>	<b>Current Contract Expiration Date</b>	<b>Revised Contract Expiration Date*</b>	<b>Change Orders</b>	<b>Current Contract Amount</b>	<b>Contract Amount Encumbered to Date</b>	<b>Revised Contract Balance</b>
Bowman Consulting Group, Ltd.	March 2007	March 2008	\$0	\$400,000	\$209,147	\$400,000
Burgess & Niple, Inc.	March 2007	March 2008	\$95,000	\$495,000	\$468,545	\$400,000
Greenhorne and O'Mara, Inc.	March 2007	March 2008	\$0	\$400,000	\$164,743	\$400,000
Patton, Harris, Rust, & Associates PC	March 2007	March 2008	\$0	\$400,000	\$86,509	\$400,000

\* Second, and final, one-year extension for these contracts.

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**PROJECT ASSIGNMENTS to  
CIVIL ENGINEERING and RELATED SERVICES**

Firm Name	Project Assignments
<b>Bowman Consulting Group, Ltd.:</b>	<ol style="list-style-type: none"> <li>1. Ossian Hall Park - Community Park Development</li> <li>2. Patriot Park - Phase I - Mott Center</li> <li>3. Riverbend Park Stream Crossing at Clark's Branch</li> <li>4. Clemyjontri Park - Environmental Services - Natural Resource Management Plan</li> <li>5. Green Spring Garden - Engineering Services for the Turkeycock SV Project</li> <li>6. Patriot Park - Phase I - Mott Center - VA Stormwater Management Program</li> <li>7. Community Park Development - Ossian Hall</li> <li>8. Lee District Park - Grouped Irrigation - Easement Plat for New Water Main</li> <li>9. Community Park Development - Ossian Hall Park Phase I Construction</li> <li>10. Boundary Survey and Phase I Environmental Site Assessment - Old Colchester</li> <li>11. Clemyjontri - Landscape Inventory and Plan (Landscape Architectural Services)</li> </ol>
<b>Burgess &amp; Niple, Inc.:</b>	<ol style="list-style-type: none"> <li>1. Mason District Park - Athletic Field Improvements</li> <li>2. Wakefield Park - Athletic Field Improvements</li> <li>3. Lee, Mason, Wakefield, Burke Lake, &amp; Providence Parks - Grouped Infrastructure</li> <li>4. Green Spring Drive - Street Acceptance</li> <li>5. Poplar Tree Park - Synthetic Turf - Design Services</li> <li>6. South Run District Park - Synthetic Turf - Design Services</li> <li>7. Huntley Meadows Central Wetlands - Restoration Study and Design</li> <li>8. Lake Fairfax Park - Synthetic Turf</li> <li>9. Lake Fairfax Park - Lighting Installation - Design Services</li> </ol>
<b>Greenhorne and O'Mara, Inc.:</b>	<ol style="list-style-type: none"> <li>1. Hutchison School Athletic Fields</li> <li>2. Frying Pan Park - Building Expansion</li> <li>3. Oak Marr Park Maintenance Facility Expansion</li> </ol>
<b>Patton, Harris, Rust, &amp; Associates PC:</b>	<ol style="list-style-type: none"> <li>1. Fort Belvoir Ballfields - Stormwater Management Study</li> <li>2. Patriot Park - Construction Plan Revisions with Resource Protection Area Delineation</li> <li>3. Patriot Park Athletic Field - Geotech Construction Inspection and Testing</li> </ol>

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Board Agenda Item  
March 28, 2007

**ACTION -**

Contract Award – Athletic Field Lighting and Related Electrical Work at Lake Fairfax Park (Hunter Mill District)

ISSUE:

Approval of a contract award to Lighting Maintenance, Inc. of Rockville, Maryland, in the amount of \$271,451 for the installation of athletic field lighting and related electrical work on rectangular fields #1 and #4 at Lake Fairfax Park.

RECOMMENDATION:

The Park Authority Director recommends approval of a contract award to Lighting Maintenance, Inc. of Rockville, Maryland, in the amount of \$271,451 for the installation of athletic field lighting and related electrical work on rectangular fields #1 and #4 at Lake Fairfax Park. In addition, the Director recommends reserving \$27,145 or ten percent (10%) of the contract award for construction contingency, \$16,287, or six percent (6%) of the contract award for administrative costs, and \$37,500 for other project related costs.

Contract Award	\$271,451
Contract Contingency (10%)	\$ 27,145
Administrative Costs (6%)	\$ 16,287
Inspections and Testing	\$ 18,000
VA Dominion Power & WGL Fees	<u>\$ 19,500</u>
TOTAL COST	\$352,383

TIMING:

Board action is requested on March 28, 2007, to maintain the project schedule.

BACKGROUND:

On October 24, 2001, the Park Authority Board approved the Lake Fairfax Park Master Plan revision, which included the athletic field lighting. On September 27, 2006, the Park Authority Board approved funding for lighting two fields at Lake Fairfax Park as part of the Synthetic Turf Field Program. A project team, composed of representatives from the Park Operations, Park Services, and Planning and Development Divisions, was assembled to establish a project scope. On February 28, 2007, the Park Authority

Board Agenda Item  
March 28, 2007

Board approved the proposed project scope, which included the design and installation of rectangular field lighting and related electrical work for fields #1 and #4 as follows:

- Installation of four-pole lighting system per field, utilizing maximum level spill/glare control.
- On-site asbestos monitoring/protection during construction.
- Upgrading the existing electrical service.

Two (2) sealed bids, for the installation of athletic field lighting and related electrical work, were received and opened on March 1, 2007, as detailed in Attachment 1. The lowest responsible bidder was Lighting Maintenance, Inc. of Rockville, Maryland. Their total bid of \$271,451 is \$178,549, or 39.7% below the Park Authority's pre-bid estimate of \$450,000 and \$87,732 below the next lowest bidder. The work is to be completed within 90 calendar days of Notice-to-Proceed. Lighting Maintenance, Inc. of Rockville, Maryland, holds an active Virginia Class A Contractors License. The Department of Tax Administration has verified that Lighting Maintenance, Inc. of Rockville, Maryland, has the appropriate Fairfax County Business, Professional and Occupational License (BPOL).

FISCAL IMPACT:

Based on the post-bid update, funding in the amount of \$352,383 is necessary to award this contract and to fund the associated construction contingency, administrative costs, and other project related costs. Based on encumbrances and expenditures to date, funding is currently available in the amount of \$352,383 in Project 474106, Athletic Fields/Synthetic Turf, Detail 163, Lake Fairfax Park, Fund 370, 2006 Park Bond Program.

ENCLOSED DOCUMENTS:

- Attachment 1: Bid Results
- Attachment 2: Scope of Work
- Attachment 3: Cost Estimate

STAFF:

- Michael A. Kane, Director
- Timothy K. White, Chief Operating Officer
- Todd Johnson, Director, Park Operations Division
- Charlie Bittenbring, Acting Director, Planning and Development Division
- Deb Garris, Manager, Synthetic Turf Branch
- Don Sotirchos, Supervisor, Synthetic Turf Branch
- Doug Guzman, Construction Project Manager, Synthetic Turf Branch



**BID RESULTS**

**Project Name:** LAKE FAIRFAX PARK, ATHLETIC FIELD LIGHTING AND RELATED ELECTRICAL WORK  
**Project Includes:** Project 474106-163 All work associated with furnishing and installing athletic field lighting and related electrical work electrical work for two rectangular fields at Lake Fairfax Park.  
**Project Manager:** Steve Vu  
**Bid Opening Date/Time:** March 1, 2007 2:05 P.M. **ALTERNATIVES**

Contractor Name (Bidder)	Base Bid Range	Days to Complete Project	1	2	3	4	5
Planning and Development Division Estimate	\$400,000.00-\$450,000.00	90 calendar days					
R.E. Lee Electric Co., Inc. ** P.O. Box 280 8207 Backlick Road Newington, VA 22122	\$359,183.00						
Lighting Maintenance * 5193 Raynor Avenue Linthicum, MD 21090	\$271,451.00.						

\* Apparent lowest bidder  
 \*\* Apparent second lowest bidder  
 \*\*\* Apparent third lowest bidder

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**SCOPE OF WORK**

**Athletic Field Lighting and Related Electrical Work at  
Lake Fairfax Park**

**“Synthetic Turf Field Program”**

**Athletic Field Lighting – Fields #1 and #4**

- Installation of a four-pole lighting system per field, utilizing maximum level spill/glare control.
- On-site asbestos monitoring/protection during construction.
- Upgrading existing electrical service.

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**SCOPE COST ESTIMATE**

**Athletic Field Lighting and Related Electrical Work at Lake Fairfax Park**

**“Synthetic Turf Field Program”**

Installation of Athletic Field Lighting on Fields #1 and #4 (four poles each field, with maximum level of spill/glare control)	\$400,000
Asbestos Monitoring & Protection	\$ 15,000
Upgrading of the Existing Electrical Service	<u>\$ 35,000</u>
<b>Construction Subtotal</b>	<b>\$ 450,000</b>

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Board Agenda Item  
March 14, 2007

**ACTION -**

Contract Award – Laurel Hill Golf Club – Clubhouse and Wetlands Landscape Planting (Mount Vernon District)

ISSUE:

Approval of a contract award to McDonnell Landscape, Inc. of Brookville, Maryland, in the amount of \$119,925 for the installation of trees, shrubs and seed mix in designated areas at the clubhouse and golf course.

RECOMMENDATION:

The Park Authority Director recommends approval of a contract award McDonnell Landscape, Inc. of Brookville, Maryland, in the amount of \$119,925 for the installation of trees, shrubs and seed mix in designated areas at the clubhouse and golf course. In addition, the Director recommends reserving \$11,993 or ten percent (10%) of the contract award for construction contingency, and \$7,196 or six percent (6%) of the contract award for administrative costs.

Contract Award	\$119,925
Contract Contingency (10%)	\$ 11,993
Administrative Costs (6%)	\$ <u>7,196</u>
 TOTAL COST	 \$139,114

TIMING:

Board action is requested on March 14, 2007, to maintain the project schedule.

BACKGROUND:

Laurel Hill Golf Club is part of the former D. C. Correctional Facility at Lorton that was transferred to the Park Authority in July 2003. On March 26, 2003, the Park Authority Board approved the Laurel Hill Golf Course scope, budget and schedule. The Board of Supervisors approved the Master Development Agreement (MDA) at their meeting of May 5, 2003.

As part of the golf course and clubhouse site plan approvals, several conditions were established by the County regarding the installation of landscape plantings. This contract will satisfy the requirements of all the remaining site plan conditions.

Board Agenda Item  
March 14, 2007

- The Fairfax County Zoning Tree Replacement Policy requires the preservation of existing trees or the planting of new trees to provide up to 20 percent tree coverage on a developed site, depending on the zoning classification. The golf course property is zoned Residential – Conservation District (R-C) which has the highest coverage requirement of 20 percent.
- The Fairfax County Zoning Ordinance requires developers to install interior and peripheral parking lot landscape planting to reduce the environmental and aesthetic impacts of parking lots.
- The Chesapeake Bay Protection Act requires the mitigation of Resource Protection Areas that are impacted by construction activities. At the Laurel Hill Golf Club several existing degraded Resource Protection Areas were identified when the Park Authority took possession of the property. These areas are required to be stabilized according to standards established by the Act. Several areas were stabilized during construction of the golf course. One remaining area is included as part of this contract award.
- During development of the golf course plans, efforts were made to preserve all wetlands on the property. Due to the need to expand the existing pond to provide sufficient water for golf course irrigation, several small wetland areas were impacted. As part of the site plan review, the U. S. Army Corps of Engineers approved the wetland impacts with the inclusion of required wetland mitigation planting.
- The Contractor has 90 days to complete the work. However, as a condition of the contract, he will complete the landscape planting in the vicinity of the clubhouse prior to the opening event in May.

Five (5) sealed bids for the installation of trees, shrubs and seed mix in designated locations within the clubhouse and wetlands area of the golf course, and other related services were received and opened on February 27, 2007, as detailed in Attachment 1. The lowest responsible bidder was McDonnell Landscape, Inc. Their total bid of \$119,925 is \$ 10,075, or 7.8% below the Park Authority's pre-bid estimate of \$130,000 and \$74 below the next lowest bidder. The work is to be completed within 90 calendar days of Notice-to-Proceed. McDonnell Landscape, Inc. holds an active Virginia Class A Contractors License. The Department of Tax Administration has verified that McDonnell Landscape, Inc. is not required to have a Fairfax County Business Professional and Occupational License (BPOL).

Board Agenda Item  
March 14, 2007

FISCAL IMPACT:

Based on the post-bid update, funding in the amount of \$139,114 is necessary to award this contract and to fund the associated contingency, administrative costs and other project related costs. Based on encumbrances and expenditures to date, funding is currently available in the amount of \$139,114 in Detail 765, Laurel Hill, in Project 004750 Park Proffers, Fund 371, Park Capital Improvement Fund to award this contract and to fund the associated contingency, administrative costs and other project related costs.

ENCLOSED DOCUMENTS:

Attachment 1: Bid Results – Laurel Hill Clubhouse and Wetlands Landscape Planting  
Attachment 2: Scope of Work  
Attachment 3: Cost Estimate

STAFF:

Michael A. Kane, Director  
Timothy K. White, Chief Operating Officer  
Charles Bittenbring, Acting Director, Planning and Development Division  
Kirk Holley, Manager, Special Projects Branch  
Timothy Scott, Section Supervisor, Project Management Branch  
Nataliya Scheib, Project Manager, Project Management Branch

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**BID RESULTS**

**Project Name:** LAUREL HILL CLUB HOUSE AND WETLANDS LANDSCAPE PLANTING #004790

**Project Includes:** Installation of trees, shrubs, and seed mix in designated sites within the club house and wetlands areas of golf course.

**Project Manager:** Nataliya Scheib

**Bid Opening Date/Time:** February 27, 2007 2:05 P.M.

**ALTERNATES**

Contractor Name (Bidder)	Base Bid Price	Days to Complete Project	1	2	3	4	5
Planning and Development Division Estimate	\$130,000.00- \$150,000.00	90 calendar days					
McDonnell Landscape, Inc.* P.O. Box 400 Brookville, MD 20833	\$119,925.00						
Appalachian Gardens, Inc.** 6192 Highway 11E Piney Flats, TN 37686	\$119,999.00						
Denison Landscaping, Inc.*** 8911 Oxon Hill Road Fort Washington, MD 20744	\$132,192.00						
Fox Ridge 209 N. Penn Street West Chester, PA 19380	\$140,000.00						
Highway and Safety Services, Inc. 18960 Woodfield Road Gaithersburg, MD 20879	\$213,240.00						

\* Apparent Lowest Bidder  
 \*\* Apparent Second Lowest Bidder  
 \*\*\* Apparent Third Lowest Bidder

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## **SCOPE OF WORK**

### **Laurel Hill Clubhouse and Wetlands Landscape Planting**

- Clubhouse Landscape Planting
- Wetlands Landscape Planting
- Resource Protection Area Planting

The work will include the following:

- Installation of trees, shrubs, and seed mix in designated areas around the clubhouse and the property of the golf course.

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**COST ESTIMATE**

Project: Laurel Hill Golf Club

Desc. Clubhouse Planting

Estimator: TDS

Printed: 28-Feb-07

Item	Botanical Name	Common Name	Size	Comments	Quantity	Unit	Unit Cost	Subtotal
<b>Deciduous Shade</b>								
1	Acer Rubrum	Red Sunset Maple	2"-2.5" cal.		39	Each	\$300.00	\$11,700.00
2	Quercus falcata	Southern Red Oak	3.5"-4" cal.		8	Each	\$400.00	\$3,200.00
3	Quercus alba	White Oak	2"-2.5" cal.		29	Each	\$300.00	\$8,700.00
5	Quercus rubra	Northern Red Oak	3.5"-4" cal.		3	Each	\$400.00	\$1,200.00
6	Liriodendron tulipifera	Tulip Poplar	2"-2.5" cal.		25	Each	\$300.00	\$7,500.00
7	Tilia americana	American Linden	2"-2.5" cal.		17	Each	\$300.00	\$5,100.00
<b>Ornamental Trees</b>								
8	Amelanchier canadensis	Downy Shadblow	10'-12' hgt	Multi-Stem	54	Each	\$110.00	\$5,940.00
9	Lagerstroemia Indica	Crape-Myrtle	6'-8'	Multi-Stem	16	Each	\$110.00	\$1,760.00
10	Cornus kousa	Kousa Dogwood	6'-8'		40	Each	\$100.00	\$4,000.00
11	Cercis canadensis	Redbud	6'-8'		6	Each	\$115.00	\$690.00
<b>Evergreen Trees</b>								
12	Pinus strobus	Eastern White Pine	8'-10' hgt	B&B	73	Each	\$300.00	\$21,900.00
13	Pinus taeda	Loblolly Pine	8'-10' hgt	B&B	21	Each	\$300.00	\$6,300.00
14	Pinus echinata	Shortleaf Pine	8'-10' hgt	B&B	10	Each	\$300.00	\$3,000.00
15	Juniperus virginiana	Easter Red Cedar	6-8' hgt	B&B	13	Each	\$300.00	\$3,900.00
16	Pseudotsuga menziesii	Douglas Fir	8'-10' hgt	B&B	34	Each	\$300.00	\$10,200.00
<b>TOTAL PROJECT ESTIMATE</b>								<b>\$95,090.00</b>

**COST ESTIMATE**

Project: Laurel Hill Golf Club  
 Desc. Wetlands Planting

Estimator: TDS  
 Printed: 28-Feb-07

Item	Botanical Name	Common Name	Size	Comments	Quantity	Unit	Unit Cost	Subtotal
<b>Overstorey Trees</b>								
1	Acer Rubrum	Red Maple	3"-3.5" cal.	B&B	5	Each	\$300.00	\$1,500.00
2	Betula nigra	River Birch	12"-14' Hgt	B&B	3	Each	\$200.00	\$600.00
3	Platanus occidentalis	American Sycamore	3"-3.5" cal.	B&B	6	Each	\$300.00	\$1,800.00
4	Quercus bicolor	Swamp Oak	3"-3.5" cal.	B&B	3	Each	\$300.00	\$900.00
<b>Understorey Trees</b>								
5	Amelanchier canadensis	Downy Shadblow	1"-1.5" cal	B&B	14	Each	\$80.00	\$1,120.00
6	Cercis canadensis	Redbud	1"-1.5" cal	B&B	13	Each	\$80.00	\$1,040.00
7	Cornus florida	Kousa Dogwood	1"-1.5" cal	B&B	6	Each	\$80.00	\$480.00
<b>Shrubs</b>								
8	Aronia arbutifolia	Red Chokeberry	24"-26" hgt.	Container	32	Each	\$45.00	\$1,440.00
9	Ilex verticillata	Winterberry	24"-26" hgt.	B&B	12	Each	\$45.00	\$540.00
10	Cornus amomum	Silky Dogwood	24"-26" hgt.	B&B	5	Each	\$45.00	\$225.00
11	Cephalanthus occidentalis	Button Bush	12"-18" hgt.	2 gal.	17	Each	\$45.00	\$765.00
12	Lindera benzoin	Spice Bush	24"-26" hgt.	B&B	21	Each	\$45.00	\$945.00
13	Rhododendron viscosum	Swamp Azalea	12"-18" hgt.	2 gal.	27	Each	\$45.00	\$1,215.00
14	Hydrangea arborescens	Wild Hydrangea	24"-26" hgt.	B&B	20	Each	\$45.00	\$900.00
15	Sambucus canadensis	Common Elderberry	24"-26" hgt.	B&B	17	Each	\$45.00	\$765.00
16	Spiraea latifolia	Broad-leaved Meadowweet	24"-26" hgt.	B&B	14	Each	\$45.00	\$630.00
17	Vaccinium corymbosum	High Bush Blueberry	24"-26" hgt.	B&B	21	Each	\$45.00	\$945.00
18	Viburnum dentatum	Arrow Wood	24"-26" hgt.	B&B	20	Each	\$45.00	\$900.00
19	Viburnum prunifolium	Black Haw	24"-26" hgt.	B&B	16	Each	\$45.00	\$720.00
<b>Seed Mix</b>								
20	Seed Mix	Mix A			1	Ac	\$500.00	\$500.00
21	Seed Mix	Mix B			2	Ac	\$500.00	\$1,000.00
22	Seed Mix	Mix C			2	Ac	\$500.00	\$1,000.00
<b>TOTAL PROJECT ESTIMATE</b>								<b>\$19,930.00</b>

**COST ESTIMATE**

Project: Laurel Hill Golf Club

Desc. Resource Protection Area #1 Planting

Estimator: TDS

Printed: 28-Feb-07

Item	Botanical Name	Common Name	Size	Comments	Quantity	Unit	Unit Cost	Subtotal
<b>Deciduous Shade</b>								
1	Acer Rubrum	Red Sunset Maple	5 gal.	Container	13	Each	\$45.00	\$585.00
2	Liquidambar straciflua	Southern Red Oak	5 gal.	Container	13	Each	\$45.00	\$585.00
3	Platanus occidentalis	White Oak	5 gal.	Container	13	Each	\$45.00	\$585.00
4	Quercus rubra	Northern Red Oak	5 gal.	Container	13	Each	\$45.00	\$585.00
5	Nyssa sylvatica	Tulip Poplar	5 gal.	Container	13	Each	\$45.00	\$585.00
<b>Ornamental Trees</b>								
6	Amelanchier canadensis	Downy Shadblow	3 gal.	Container	26	Each	\$25.00	\$650.00
7	Cercis canadensis	Crape-Myrtle	3 gal.	Container	26	Each	\$25.00	\$650.00
8	Cornus florida	Kousa Dogwood	3 gal.	Container	26	Each	\$25.00	\$650.00
9	Ilex decidua	Redbud	3 gal.	Container	26	Each	\$25.00	\$650.00
10	Sassafras albidum		3 gal.	Container	26	Each	\$25.00	\$650.00
<b>Shrub and Groundcover Seed Mix</b>								
11	Woody Seed Mix				1	Ac	\$500.00	\$500.00
<b>TOTAL PROJECT ESTIMATE</b>								<b>\$6,675.00</b>

**COST ESTIMATE**

Project: Laurel Hill Golf Club

Desc. Resource Protection Area #2 Planting

Estimator: TDS

Printed: 28-Feb-07

Item	Botanical Name	Common Name	Size	Comments	Quantity	Unit	Unit Cost	Subtotal
<b>Overstorey Trees</b>								
1	Acer Rubrum	Red Maple	3'-4'	Container	25	Each	\$45	\$1,125
2	Liquidambar Styraciflua	Sweetgum	3'-4'	Container	16	Each	\$45	\$720
3	Platanus Occidentalis	American Sycamore	3'-4'	Container	15	Each	\$45	\$675
4	Quercus Rubra	Red Oak	3'-4'	Container	17	Each	\$45	\$765
<b>Understorey Trees</b>								
5	Amelanchier Arborea	Downy Serviceberry	2'-3'	Container	37	Each	\$25	\$925
6	Cercis Canadensis	Eastern Redbud	2'-3'	Container	37	Each	\$25	\$925
7	Cornus Florida	Flowering Dogwood	2'-3'	Container	46	Each	\$25	\$1,150
8	Ilex Decidua	Possumhaw	2'-3'	Container	26	Each	\$25	\$650
<b>Shrubs</b>								
9	Aronia Arbutifolia	Red Chokeberry	12"-18"		92	Each	\$15	\$1,380
10	Ilex Verticillata	Winterberry	12"-18"		128	Each	\$15	\$1,920
11	Sambucus Canadensis	Common Elderberry	12"-18"		137	Each	\$15	\$2,055
12	Vaccinium Corymbosum	High Bush Blueberry	12"-18"		134	Each	\$15	\$2,010
13	Viburnum Dentatum	Arrow Wood	12"-18"		148	Each	\$15	\$2,220
14	Viburnum Prunifolium	Black Haw	12"-18"		138	Each	\$15	\$2,070
<b>TOTAL PROJECT ESTIMATE</b>								<b>\$8,315.00</b>

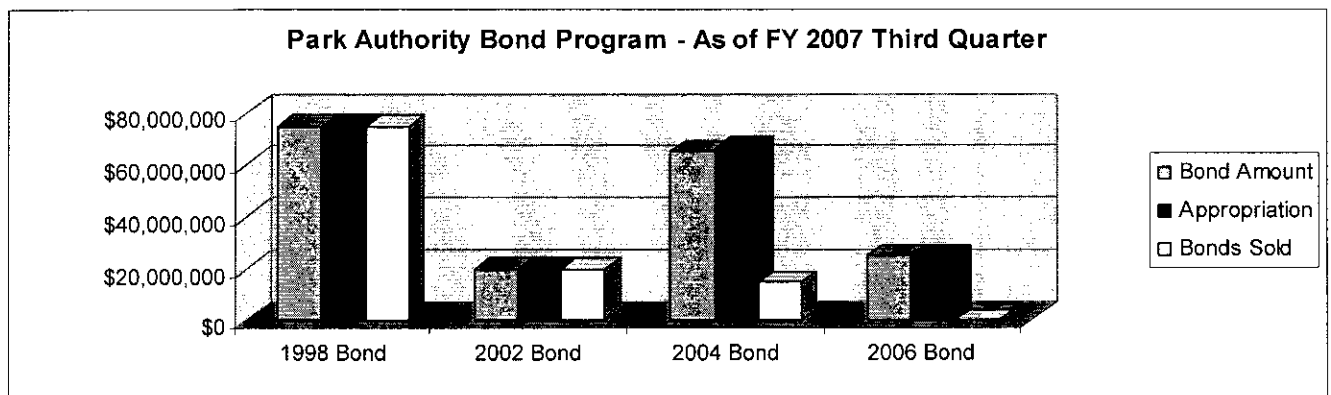
**INFORMATION -**

FY 2007 Update - Fund 370, Park Authority Bond Construction and Fund 371, Park Capital Improvement Fund

Fund 370

The Park Authority Fund 370 for park land acquisition and development includes a total of \$75,000,000 authorized bonds from the 1998 Bond Program and \$20,000,000 authorized from the 2002 program. All bonds associated with the 1998 and 2002 programs have been sold. In addition, \$65,000,000 in park bonds was approved as part of the 2004 Bond Program. The full complement of \$65,000,000 from the 2004 Bond Program has been appropriated. As part of FY 2006 Carryover, the Park Authority requested the appropriation of \$1,350,000 in bond premium that the agency received; and that the appropriation in Land Acquisition be reduced by \$729,250 for reimbursement of the Oak Hill easement to Fund 303, General County Construction Fund. Bond sales to date from the 2004 program total \$15,000,000, with \$14,270,750 coming to the Park Authority and \$729,250 going to Fund 303 to reimburse the Oak Hill easement, leaving a balance of available bond funds to be sold in the amount of \$51,350,000. As a result of FY 2007 Third Quarter Budget Review, the Park Authority has requested the appropriation of the \$25,000,000 park bond that was approved as part of the fall 2006 Bond Referendum.

The FY 2007 Capital Budget Plan is \$85,423,356. Expenditures and encumbrances total \$14,858,118 resulting in an available balance of \$70,565,238 associated with Fund 370, Park Authority Bond Construction.



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Fund 371

With regard to Fund 371, Park Capital Improvement Fund, the Park Authority has an appropriation of \$13,539,140 for projects in FY 2007. These funds are utilized for projects listed in Fund 371, Park Capital Improvement Fund, and include those activities associated with the improvement fund such as easement administration, proffer development, park rental building repairs, improvements to revenue generating facilities, grants, and park improvements made possible as a result of lease payments on park sites.

Expenditures and encumbrances total \$1,072,453 resulting in an available balance of \$12,466,687 associated with Fund 371, Park Capital Improvement Fund.

Attached are updates for Fund 370, Park Authority Bond Construction and Fund 371, Park Capital Improvement Fund, relating to the funding categories and Board reallocations to date, as well as the budgets, expenditures, encumbrances and remaining balances for each park activity listed under the major funding categories.

FISCAL IMPACT:

The FY 2007 appropriation for Fund 370, Park Authority Bond Construction is \$85,423,356. The FY 2007 appropriation for Fund 371, Park Capital Improvement Fund is \$13,539,140.

ENCLOSED DOCUMENT:

Attachment 1: FY 2007 Update - Fund 370, Park Authority Bond Construction and Fund 371, Park Capital Improvement Fund

STAFF:

Michael A. Kane, Director  
Timothy K. White, Chief Operating Officer  
Charlie Bittenbring, Acting Director, Planning and Development Division  
Sandy Stallman, Manager, Park Planning Branch  
Michael Baird, Management Analyst, Park Planning Branch

Attachment 1: Fund 370, Park Authority Bond Construction Fund and Fund 371, Park Capital Improvement Fund

Hardcopy of this report is available at Park Authority headquarters:

12055 Government Center Pkwy. Suite 927, Fairfax, VA 22035

703-324-8702

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**INFORMATION -**

Fund 370, Park Authority Bond Construction Spend-Down Plan

**1998 Park Bond Program**

The 1998 Park Bond included authorized funds in the amount of \$75,000,000. In addition, the agency received \$3,985,666 in bond premium, and re-allocated \$64,557 in close-out proceeds from the 1988 bond, giving a total appropriation of \$79,050,223. As of February 28, 2007, expenditures total \$72,767,634 and encumbrances total \$2,866,744, resulting in an unencumbered balance of \$3,415,845.

1998 Bond Program	\$75,000,000
Bond Premium	\$3,985,666
1988 Project close-out	<u>\$64,557</u>
<b>1998 Program Total:</b>	<b>\$79,050,223</b>
Expenditures	(\$72,767,634)
Encumbrances	<u>(\$2,866,744)</u>
<b>Unencumbered Balance:</b>	<b>\$3,415,845</b>

The unencumbered balance from the 1998 Bond Program includes:

- \$1,358,814 in the Natural/Cultural Project related to Lake Accotink dredging; this balance is made up of contingency and design dollars that are expected to be spent in total to allow the maximum material to be dredged.
- \$488,405 in the Building Renovation Project related to the South Run RECenter expansion; this balance will be encumbered as part of the contract award in April 2007.
- Staff is reviewing the residual project balances and will report to the Park Authority Board in the near future with a plan for those funds.

**2002 Park Bond Program**

The 2002 Interim Park Bond was approved for \$20,000,000. As of February 28, 2007, expenditures total \$19,865,959 and encumbrances total \$44,203, resulting in an unencumbered balance of \$89,838. There was no bond premium associated with this program. This unencumbered balance is related to Cub Run RECenter and will be fully expended as part of the final construction punch list.

2002 Bond Program	\$20,000,000
Expenditures	(\$19,865,959)
Encumbrances	<u>(\$44,203)</u>
<b>Unencumbered Balance:</b>	<b>\$89,838</b>

**2004 Park Bond Program**

The 2004 Park Bond Program was approved for \$65,000,000. In addition, the Park Authority received \$1,350,000 in bond premium. However, the land acquisition appropriation was reduced by \$729,250 due to the Oak Hill reimbursement, resulting in a total appropriation of \$65,620,750. As of February 28, 2007, expenditures total \$19,703,841 and encumbrances total \$5,786,351, resulting in an unencumbered balance of \$40,130,558.

2004 Bond Program	\$65,000,000
Bond Premium	\$1,350,000
Oak Hill reimbursement	<u>(\$729,250)</u>
<b>2004 Program Total:</b>	<b>\$65,620,750</b>
Expenditures	(\$19,703,841)
Encumbrances	<u>(\$5,786,351)</u>
<b>Unencumbered Balance:</b>	<b>\$40,130,558</b>

As a result of the approval of the fall 2004 Park Bond Program, the Planning and Development Division developed the 2005-2009 Project Schedule that was approved by the Park Authority Board on January 12, 2005. To meet this aggressive schedule, the majority of projects are in scope and design phases early in the process and will go to construction over the next 22 months. All projects are scheduled to be under construction and funds encumbered prior to the 2008 referendum. The unencumbered balance from the 2004 Bond Program includes:

- \$2,587,000 Contract Award for Patriot Park Phase I: Contract awarded January 24, 2007.
- \$2,685,000 for Hutchison School Site Phase II: Scope approved February 28, 2007, and construction scheduled for 2<sup>nd</sup> quarter 2008.
- \$898,750 Contract Award for Audrey Moore RECenter Improvements: Contract awarded February 28, 2007.
- \$8,103,353 available in Land Acquisition to support land acquisition needs.
- \$3,811,595 South Run RECenter expansion: Scope approved March 22, 2006, contract award scheduled for April 2007.
- \$5,376,000 Lake Fairfax Core Area Phase II: Scope approved October 12, 2005, contract award scheduled for May 2007.
- \$2,900,000 Laurel Hill: staff anticipates \$300,000 to \$400,000 will be expended on non-budgeted improvements in and around Laurel Hill Golf. The balance of

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\$2,500,000 is earmarked for infrastructure improvements in Laurel Hill Park and related cost for proposed development projects including Sportsplex, Cold War Museum, Equestrian area, Disc Golf, opening Areas G and H, Signage, and building stabilization. These funds will be encumbered by the end of FY 2008.

- \$700,000 Huntley Meadows Wetlands Central Restoration: Scope approved July 12, 2006, construction scheduled for 1<sup>st</sup> quarter 2009.
- \$385,000 Hidden Oaks Nature Center Low Impact Development Parking Lot: Scope approved July 26, 2006, will be bid in late March 2007.

In addition to the above referenced large projects, there are numerous other projects associated with the 2004 Park Bond that are currently being scoped or designed and will be going to construction, thereby drawing down on the unencumbered balance over the next two years as scheduled in the 2005 – 2009 Work Plan.

FISCAL IMPACT:

The FY 2007 Third Quarter appropriation request for Fund 370, Park Authority Bond Construction is \$85,423,356.

ENCLOSED DOCUMENT:

None

STAFF:

Michael A. Kane, Director

Timothy K. White, Chief Operating Officer

Charlie Bittenbring, Acting Director, Planning and Development Division

Sandy Stallman, Manager, Park Planning Branch

Michael Baird, Management Analyst, Park Planning Branch

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## **INFORMATION**

Laurel Hill Sportsplex Progress Report (Mount Vernon District) (with presentation)

Staff will provide a brief review of the status of the Sportsplex proposal and proposed activities for the coming month.

### ENCLOSED DOCUMENTS:

None

### STAFF:

Michael A. Kane, Director

Timothy K. White, Chief Operating Officer

Charles Bittenbring, Acting Director, Planning and Development Division

Kirk Holley, Manager, Special Projects Branch

Bob Betsold, Section Manager, Special Projects Branch

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**INFORMATION -**

Contract Activity Report

The attached contract activity report lists the contracts initiated up to February 28, 2007, for professional and construction services over \$100,000. The report is broken down into two sections: Pre-Award and Post-Award. A contract is added to the Pre-Award section when a cost proposal has been requested or bid documents have been made available for contractor pick up. Once the contract has been negotiated/bid and awarded, the project will then be moved to the Post-Award section where the dollar amount and actual start date will be identified. After the contract award has been reported, the project will be removed from the report. This report will be provided on a monthly basis to the Planning and Development Committee.

ENCLOSED DOCUMENTS:

Attachment 1: Contract Activity Report, February 2007

STAFF:

Michael A. Kane, Director  
Timothy K. White, Chief Operating Officer  
Charles Bittenbring, Acting Director, Planning & Development Division  
John Lehman, Manager, Project Management Branch  
Kirk Holley, Manager, Special Projects Branch  
Deb Garris, Manager, Synthetic Turf Field Branch

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# Contract Activity Report For Services Over \$100,000 February 2007

**Pre-Award**

**Construction Contracts**

Request for Proposal Date	Project Name	Contract Type	Contractor or Consultant Name	Amount (\$)	Scope of Work	Anticipated Notice to Proceed
12/11/2006	Wakefield Park, Audrey Moore RECenter Improvements	Bid	Welch and Rushe, Inc.	\$719,000.00	Replacement of two roof-mounted dehumidification units, associated electrical and structural work.	03/2007
12/18/2006	South Run Park Synthetic Turf Installation	Open	Atlas Track, Inc.	\$1,238,392.12	Synthetic turf field conversion on (2)	03/2007
12/18/2006	Poplar Tree Park Synthetic Turf Installation	Open	Atlas Track, Inc.	\$1,387,157.65	Synthetic turf field conversion on (2)	03/2007
1/31/2007	Providence RECenter - Infrastructure Renovation of the Parking Lot	Open	Finley Asphalt & Sealing	\$0.00	Renovation of the RECenter parking lot.	04/2007
2/13/2007	Laurel Hill Golf Club - Clubhouse & Wetlands Landscape Planting	Bid	McDonnell Landscape, Inc.	\$119,250.00	Decorative, buffer and mitigation landscape planting.	03/2007

**Professional Contracts**

Request for Proposal Date	Project Name	Contract Type	Contractor or Consultant Name	Amount (\$)	Scope of Work	Anticipated Notice to Proceed
1/29/2007	Frying Pan Farm Park	Open	Samaha & Associates	\$0.00	Comprehensive study of equestrian facilities and design of Phase I improvements. (Reissued new RFP based on new scope of work)	04/2007

# Contract Activity Report For Services Over \$100K February 2007

## Post-Award

### Construction Contracts

Request for Proposal Date	Project Name	Contract Type	Contractor or Consultant Name	Amount (\$)	Scope of Work	Actual Notice to Proceed
11/21/2006	Patriot Park West	Bid	Tessa Construction and Tech Company	\$2,127,000.00	Lighted synthetic turf field and related site improvements.	02/14/2007
1/17/2007	Lee District Park - Infrastructure Renovation 3 Parking Lots	Open	Finley Asphalt & Sealing	\$292,284.18	Reconstruct 3 parking lots.	03/05/2007

### Professional Contracts

Request for Proposal Date	Project Name	Contract Type	Contractor or Consultant Name	Amount (\$)	Scope of Work	Actual Notice to Proceed
9/5/2006	Laurel Hill Signage and Wayfinding	Open	Lardner/Klein	\$180,294.00	Plan and design comprehensive sign and identification package for park.	02/21/2007

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## **DISCUSSION**

### Update to Cash Proffer Formula

#### ISSUE:

To consider staff's recommendation for an increased amount for park proffers as requested by the Park Authority Board at its February 28, 2007, meeting. The current monetary contribution requested is \$265 per resident (or an average of \$721 per dwelling unit). This amount was last updated by the Park Authority in 2003 and does not accurately reflect the impacts of development on parks.

#### TIMING:

The Park Authority will meet with the Planning Commission's Parks Committee on March 15, 2007, to discuss this and other related matters.

#### BACKGROUND:

At the February 28, 2007, Park Authority Board meeting, staff presented three alternatives for increasing the request for park proffers to mitigate impacts to parks from development.

The general history of park cash contribution requests includes the following:

- In 2002, the Park Authority Board considered participating in a Cash Proffer System, but chose instead to continue to request proffers of cash, land and facilities.
- Since 2003, the Park Authority has used a cash proffer request formula based on the cost to construct nine benchmark facilities (playgrounds, athletic fields, and courts) and taking into account current levels of service.
- The requested amount is \$265 per new resident or an average of about \$720 per dwelling unit.
- The current formula does not include the cost of acquiring land or building trails, which are key impacts that should be included.

Staff considered several alternatives to the current formula, as follows:

1. Add land and trail construction costs to the existing formula
2. Use a formula based on the Prince William County parks model that is based on a per capita parks capital asset value; or

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3. Use the Fairfax County Public Schools model that factors a per student cost to construct a typical facility, and adjusts it to an overall service level

The table below summarizes the results of these three alternatives and compares them to the current formula factors:

Method	proffer amount requested per person	reflects current constr. costs	includes land costs	reflects actual service levels	reflects capital assets value
Current FCPA Methodology	\$265			✓	
Alternative 1 - Current FCPA Method plus trails and land at updated service levels and current construction costs	\$2,360	✓	✓	✓	
Alternative 2 - Prince William County Model	\$1,160		✓		✓
Alternative 3 - Schools Model	\$1,549	✓	✓	✓	

Staff recommends that the Park Authority Board recommend to the Planning Commission the adoption of Alternative 3 based on the Fairfax County Public Schools cash proffer formula. This alternative offers a methodology that is familiar, has precedence in its use, more truly reflects impacts and is likely to be supported by the Planning Commission and Board of Supervisors.

**FISCAL IMPACT:**

If the recommended alternative is adopted, it will result in additional funds proffered to the Park Authority to develop new parks and facilities.

**ENCLOSED DOCUMENTS:**

None

**STAFF:**

Michael A. Kane, Director  
 Timothy K. White, Chief Operating Officer  
 Charles Bittenbring, Acting Director, Planning and Development Division  
 Sandy Stallman, Manager, Park Planning Branch  
 Andi Dorlester, Senior Park Planner, Park Planning Branch