TOWN OF HERNDON, VIRGINIA
PUBLIC HEARING AGENDA
HERNDON COUNCIL CHAMBERS BUILDING *
765 LYNN STREET
June 8, 2021
7:00 PM

* The meeting is being held electronically pursuant to Virginia Code Section 2.2-3708.2, as amended; the Governor's Executive Orders, as amended; and in accordance with Ordinance 20-O-23, Continuity of Governmental Operations during Pandemic Disaster (COVID-19), as amended and readopted by the Herndon Town Council on September 8, 2020, which superseded previously adopted amendments. Individuals are encouraged to submit written comments for the record to town.clerk@herndon-va.gov

CALL TO ORDER

1. Roll Call & Determination of Quorum

APPROVAL OF MINUTES

April 6, 2021 Town Council Work Session Draft Minutes
April 13, 2021 Town Council Public Hearing Draft Minutes

COMMENTS

2. Pandemic Update (Town Manager)
3. Comments from the Town Manager
4. Comments from the Town Council
5. Comments from the Audience

PUBLIC HEARINGS

6. Ordinance 21-O-12, to approve and authorize the Mayor to sign a new five-year lease for space on the Third Street water tower and ground space at the site to New Cingular Wireless PCS, LLC d/b/a AT&T Mobility Corporation

GENERAL

7. Resolution 21-G-56, to initiate consideration of a Zoning Ordinance Text Amendment ZOTA #21-03 to amend Chapter 78 (ZONING), Article VII (Use Regulations), Article VIII (Accessory Uses), and other articles as deemed necessary and appropriate to revise regulations governing accessory dwelling units

CONSENT

8. Ordinance 21-O-13, to approve and authorize the Mayor to sign a new two-year Lease Agreement between the Town and Evince Analytics, Inc., for space at 397 Herndon Parkway

9. Ordinance 21-O-14, to approve and authorize the Mayor to sign a Lease Agreement between the Town and The Elden Street Players d/b/a NextStop Theatre Company, for space at 397 Herndon Parkway

10. Resolution numbers 21-G-49 through 21-G-52, to ratify Temporary License Agreements between the Town of Herndon and Green Lizard Cycling (21-G-49), Mile 20 at Mediterranean Breeze (21-G-50), Russia House Restaurant (21-G-51), and Zeffirelli Ristorante Italiano (21-G-52) for use of public property or public right-of-way for temporary outdoor dining

11. Resolution 21-G-53, to ratify a Temporary Sublicense Agreement between the Town of Herndon and Messi Kuhns, LLC dba Sully's Pour House for use of public property or public right-of-way licensed to the Town for temporary outdoor dining

12. Resolution 21-G-54, to ratify an Agreement for Adjustment of Water & Sewer Facilities pursuant to Ordinance 20-O-23 Continuity of Governmental Operations, as amended, between the Town of Herndon and Commonwealth of Virginia, Department of Transportation (VDOT)

13. Resolution 21-G-55, to award Contract #B-21-01, Herndon Metrorail Intermodal Access Improvement Project

14. Resolution 21-G-57, to reappoint Eric Boll to the Architectural Review/Historic District Review Boards

15. Resolution 21-G-58, to reappoint Kevin Moses to the Herndon Planning Commission

Future Town Council Meetings

July 6, 2021	Town Council Work Session	7:00 PM
July 13, 2021	Town Council Public Hearing	7:00 PM
August 3, 2021	Town Council Work Session	7:00 PM
August 10, 2021	Town Council Public Hearing	7:00 PM

TOWN OF HERNDON, VIRGINIA

ORDINANCE

JUNE 8, 2021

Ordinance – To approve and authorize the Mayor to sign a new five-year lease for space on the Third Street water tower and ground space at the site to New Cingular Wireless PCS, LLC d/b/a AT&T Mobility Corporation.

BE IT ORDAINED by the Town Council for the Town of Herndon, Virginia that:

1. The Town Council approves the lease dated June 8, 2021, granting a five-year lease for maintenance of telecommunications facilities existing from their previous lease with the Town. This lease is on file in the office of the Town Attorney and incorporated by reference. The lease shall provide that the rent shall be $3,457.65 per month with a three percent per year escalator; commencing on June 1, 2021, the term shall be five years with an option for one five-year extension; and the lessee shall provide liability insurance to the Town and shall indemnify the Town from liability associated with Lessee's use.

2. The Mayor is authorized to sign and deliver the lease as described in paragraph 1 above and any related document necessary to evidence or effect the lease.

3. This ordinance shall be effective on and after the date of its adoption.

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Town Site ID: Herndon Third Street Drive Water Tower
Lessee Site ID: Herndon
Fixed Asset No. 10004813 Market: DC/MD
Address: 806 Third Street, Herndon, VA 20170

DEED OF LEASE

THIS DEED OF LEASE ("**Deed of Lease**") is dated this 8th day of June 2021 ("Execution Date") by and between the TOWN OF HERNDON, a municipal corporation, ("Town") and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("Lessee").

PROVIDES:

WHEREAS Town is the owner of the property known as Third Street Water Tower located at 806 Third Street, Herndon, VA 20170, Fairfax County Tax map Number 10-4-02-45A ("**Property**") as further described on **Exhibit A** attached hereto and incorporated by reference.

WHEREAS Lessee wishes to lease certain space within the Property for the placement of Lessee's equipment cabinets and space on the Town's water tower ("**Tower**") for placement of telecommunications antennas.

NOW THEREFORE, in consideration of the rent to be paid by Lessee to Town, the parties agree as follows:

1. The Premises.

(a) Town leases to Lessee portions of the property consisting of (i) a space of approximately 312 square feet on the ground of the property ("**Ground Space**"); (ii) space on the Tower (**"Tower Space"**) for the placement of Lessee's antennas and equipment; (iii) a non- exclusive easement twenty-four (24) hours per day, seven (7) days per week for vehicular and pedestrian ingress and egress to and over the Property, from an open and improved public right-of-way to the Premises and to, from and between the Ground Space and the Tower (**"Access Easement"**); and (iv) the temporary non-exclusive utility easements for the installation and maintenance of electric and telecommunications facilities as further described in section 4(b) of this Deed of Lease (**"Utility Easements"**). The Ground Space, Tower Space and Access Easement and Utility Easements are collectively referred to herein as the **"Premises"** and is further described on **Exhibits B and C** attached hereto and incorporated by reference.

(b) For a period of sixty (60) days after the Execution Date, Lessee and its agents, engineers, surveyors and other representatives will have right to enter upon the Property and specifically the Premises during business hours (8:00 AM – 5:00 PM Monday through Friday) to inspect, examine, conduct soil borings, drainage tests, material sampling, and other geological or engineering tests or studies of the Property, to obtain a title report or commitment for leasehold title policy, to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Lessee's sole discretion for its use of the Premises to include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred as "**Governmental Approvals**"), and otherwise to do those things consistent with engineering standards on the Property that determine the feasibility or suitability of the Property for the Lessee's permitted use, all at Lessee's expense. Lessee will not be liable to Town or any third party on account of any pre-existing defect or condition disclosed by Lessee's inspection. Upon the Town's demand, Lessee shall restore the

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relevant portions of the Property or Premises to its condition prior to Lessee's use, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

2. **Commencement and Ending Date of Term.** This Deed of Lease term will be five (5) years ("Initial **Term**"), commencing on June 1, 2021 ("**Commencement Date**"), and terminating on the fifth annual anniversary of the Commencement Date. This Deed of Lease will automatically renew for one five (5) year term ("**Renewal Term**") upon the same terms and conditions set forth herein unless Lessee notifies Town in writing of Lessee's intention not to renew this Deed of Lease at least sixty (60) days prior to the expiration of the Initial Term. The Initial Term, the Renewal Term, and any extensions thereof are collectively referred to as the "**Term**").

3. **Rent.**

(a) Commencing on the Commencement Date, Lessee shall pay Town monthly rental for the Premises in the amount of Three Thousand Four Hundred Fifty-Seven and 65/100 Dollars ($3,457.65) ("**Rent**"), exclusive of electricity which Lessee shall pay by submeter. The Rent shall be paid in advance on the first day of each month. Lessee shall pay a prorated monthly rental for partial month during which this Deed of Lease is itseffect.

(b) If this Deed of Lease is terminated prior to expiration, Rent shall be prorated to the date of termination.

(c) Beginning with the second year of the Term, and for each year thereafter, the Rent will be increased by three (3%) percent over theprevious year's Rent.

4. **Use of Premises.**

(a) Lessee may use the Premises solely for installing, operating, repairing, replacing and maintaining the wireless communications equipment (**"Equipment"**) as substantially described in **Exhibit C** attached hereto, which Equipment will be used for transmission and reception of communication signals and form part of a telecommunications system licensed by the Federal Communications Commission, and for activities reasonably related thereto. The Equipment listed in **Exhibit C** may be replaced, without the Town's consent and without requiring an amendment to this Deed of Lease, with Equipment that is not substantially greater in size than the Equipment listed on **Exhibit C**. Otherwise, Lessee shall have the right to alter, replace, supplement, expand, enhance, upgrade the Equipment, consistent with this Deed of Lease at any time during the term of this Deed of Lease, upon the prior written consent of Town, which consent shall not be unreasonably withheld, conditioned or delayed, and a decision thereon shall be communicated to Lessee in writing within ten (10) days following Lessee's request. Town reserves the right to utilize remaining area of the Property as it so desires, subject to Lessee's right under this Deed of Lease, including, without limitation, Lessee's right pursuant to Section 5. This paragraph does not apply to or limit Town's police power or any decision under Town's police power. Nothing in this Deed of Lease shall affect Town's power, right, or ability to use the Property or Premises for a municipal water supply, which is and must remain the dominant use of the Property and the Premises.

(b) Town also grants to Lessee Utility Easements, over, through, under, and across so much of the

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Property and the

Premises as is reasonably necessary as reasonably determined by the Town for installation and maintenance of requisite wires, cables, conduits and pipes for utilities, for the installation, operation and maintenance of the Equipment, and for activities reasonably related thereto, including ingress and egress. The Utility Easements are shown on **Exhibit C**. Town's fence shall be unaffected by the Utility Easement. This installation shall be performed in a workmanlike manner with minimal disruption to Town and its existing lessees. The Utility Easement shall expire or terminate with the expiration or termination, by whatever means, of this Deed of Lease. Except for facilities in the equipment cabinets, all utility facilities shall be located underground.

(c) Lessee's use of the Premises and Property shall meet noise attenuation standards as set forth in §78-130.2 and table 78-130.2(a) of the Zoning Ordinance (2007), Herndon Town Code (2000), as amended, and as may be amended from time to time, with necessary changes, incorporated by reference. Lessee acknowledges and agrees to implement sound attenuation measures as may be required by Town to mitigate noise associated with Lessee's Equipment in order to comply with the noise attenuation standards.

(d) Lessee shall follow all applicable Federal, State, and Town regulations.

(e) The Herndon 3rd Street Water Tower constitutes a municipal water storage and distribution resource, its dominant function. Town may maintain, paint, repair, and use the water tower for this purpose. Lessee, at their respective expense, upon not less than ninety (90) days prior written notice from Town must move, temporarily remove, relocate, or temporarily disable their respective uses to accommodate such activities by Town. Rent shall abate during such temporary removal or temporary disabling when the Equipment is rendered useless. During a temporary relocation, Lessee is permitted to locate on the Premises a temporary communications facility, such as a cell on wheels. In the latter case, rent shall not abate.

5. Interference.

(a) Lessee shall install and operate its Equipment in a manner which shall not cause technical interference to Town or other lessees with tenancies pre-dating that of the Lessee, and shall comply with all federal, state and local regulations governing the installation and operation of the Equipment. Lessee and Town shall consult on the location of any future equipment placed on the Premises to assess and mitigate the risk of interference.

(b) Town will provide Lessee with a list of all existing and known future radio frequency user(s) (and their frequencies) on the Property to allow Lessee to evaluate the potential for interference, Lessee warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property as long as the existing frequency user(s) operate and continue to operate within their frequencies, and in accordance with all applicable laws and regulations.

(c) Town has entered into agreements in the past similar to this Deed of Lease, and is required by those agreements to advise Lessee as follows: (1) Lessee's Equipment shall be the type and frequency which will not cause material interference to the equipment of any prior lessee of the Property, and (2) Lessee has reviewed the existing facilities on the Property and is

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satisfied that these facilities will not cause interference with the Lessee's use of the Equipment. Town agrees to give subsequent lessees the same notice as given to Lessee immediately above.

(d) Any equipment installed by Town or other lessees after the date Lessee has installed the Equipment may cause irreparable injury to Lessee; and, therefore, Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action against the interfering lessee, licensee, user or occupant (but not the Town) to enjoin such interference, or to terminate this Deed of Lease immediately upon written notice.

(e) For the purposes of this Deed of Lease, "interference" may include, but is not limited to, any use on the Property or any of Town's contiguous, adjoining, or surrounding property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Equipment.

6. **Permits and Approvals.** Upon request and in addition to its obligations under the Marking and Lighting Requirements Section of this Deed of Lease, Town shall cooperate with Lessee in obtaining, at Lessee's expense, all licenses, permits and other approvals required for Lessee's use of the Premises and operation of the Equipment. This Deed of Lease is conditioned upon Lessee's obtaining, prior to the Commencement Date, all licenses, permits and other approvals required by any federal, state, or local authority which will permit Lessee's use of the Premises as stated in Section 4 and operation of the Equipment.

7. **Improvements Liability, Utilities, Access.**

(a) At Lessee's expense and with minimal disruption to Town and its lessees, Lessee may install, erect, maintain, repair, replace and operate the Equipment and supporting structures on the Premises. Lessee may complete all work necessary to prepare, maintain and alter the Premises for operation of the Equipment, including but not limited to installation of underground (but not aerial) transmission lines, as shown on **Exhibit C** or as otherwise provided in this Deed of Lease. Lessee shall fully restore to its prior condition any portion of the Property or Premises disturbed by Lessee, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted. Notwithstanding its affixation to the Premises, title to the Equipment and all associated structures, underground transmission lines, cables, wires, and conduits shall remain with Lessee and no financing document relating to the Premises shall affect Town's title to the Property or the Premises. Lessee shall remove all of the Equipment and associated property at its sole expense, within thirty (30) days of the expiration or earlier termination of this Deed of Lease and shall make any necessary repairs to the Property or Premises, reasonable wear and tear ~~expected~~ excepted, caused by such removal.

At Lessee's expense, Lessee may upgrade the present telephone and electrical service or install new underground telephone and underground electrical service on the Property or Premises, including, but not limited to a portable standby power generator for Lessee's exclusive use only during emergency conditions when normal electrical power to the Premises is interrupted. Lessee may also bring telephone and electrical power underground through, across, over and under the Property to service the Premises, as shown on **Exhibit B and C.** Any enhancements, upgrades or alterations of these utilities are subject to review and possible approval by the Town, such approval not to be unreasonably withheld, conditioned or delayed. Town shall, upon Lessee's request, execute requisite documents in appropriate legal form evidencing Lessee's temporary license in the form of utility easement rights. The utility

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easement rights shall expire or terminate with the expiration or termination, by whatever means, of this Deed of Lease.

(b) For the term of this Deed of Lease, Town shall provide to Lessee, Lessee's employees, agents, independent contractors and subcontractors an Access Easement as shown on **Exhibit C** through, across, and over the Property to the Premises twenty-four (24) hours a day, seven (7) days a week, at no additional charge to Lessee, for purposes consistent with this Deed of Lease.

(c) Lessee is subject to reasonable operating restrictions and limitations determined by the applicable provisions of the Town or Herndon Town Code and Zoning Ordinance, Town's police power and other applicable laws, which shall be provided to Lessee, at Lessee's cost (such cost to be reasonable), in a timely manner.

8. **Loss and Damage.** Save for the negligent acts or omissions or willful or wrongful acts or omissions of Town, its agents, employees or contractors, Town shall not be liable for: (i) any damage to property of Lessee located on the Property or Premises or for loss or damage to any property of Lessee or of others by theft or otherwise; (ii) any injury, death, or damage to any persons or property resulting from fire, explosion, steam, electricity, water, rain, snow or leaks from any part of the Property or from the street or sub-surface or from any other place or by dampness; (iii) any such damage caused by third persons, or caused by operations in construction of any private or public work by third persons; (iv) any latent defect in the Premises or in the Property, other than as set forth in this Deed of Lease.

9. **Waiver of Town's Lien.** Town waives any landlord lien rights it may have concerning Lessee's Equipment which is deemed Lessee's personal property and Lessee reserves the right to remove same at any time without Town's consent.

10. **Notification of Hazard.** Lessee and Town shall give immediate notice to the other in case of fire, accident, or defect in the Premises or in any property comprising the Premises. If any part of the Equipment or Property is damaged by casualty or other harm so as to render the Premises unsuitable under this Deed of Lease, in Lessee's sole determination based on recognized engineering standards, then Lessee may terminate this Deed of Lease by providing written notice to Town, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Lessee will be entitled to collect all insurance proceeds payable to Lessee on account thereof and to be reimbursed for any prepaid Rent on a prorata basis.

11. **Termination.**

(a) This Deed of Lease may be terminated by either party, providing thirty (30) days' prior written notice, upon default of any term of this Deed of Lease by the other party, which is

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not cured within thirty (30) days of receipt of written notice ("**Cure Period**"). Upon default and failure by the defaulting party to cure the default within the Cure Period, the non-defaulting party may terminate this Deed of Lease and exercise any other remedies it may have under this Deed of Lease or at law or equity. No such failure shall be deemed to exist if the defaulting party has commenced to cure the default within such time, provided that such efforts are prosecuted to completion with reasonable diligence.

(b) This Deed of Lease may be terminated by Lessee, without further liability, upon providing ninety (90) day's prior notice to Town:

i. if after the Commencement Date of this Deed of Lease an application by Lessee for a permit, license or approval (including, but not limited to, the Governmental Approvals) is rejected or upon cancellation, expiration or lapse of a permit, license or approval necessary for use of the Premises and operation of the Equipment; or

ii. if Lessee determines using the standards in the industry, due to technological reasons, the Premises are no longer suitable for their purpose; or

iii. if Lessee determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses.

(c) This Deed of Lease may be terminated by Lessee without further liability, upon providing thirty (30) day's prior notice if the Premises or Equipment are destroyed or damaged beyond reasonable repair. In such event, all right and obligations of the parties shall cease as of the data of the damage or destruction.

(d) This Deed of Lease may be terminated by Town as provided in this Section 11. Upon Lessee's default and the expiration of applicable cure period, Town may, with or without entry or other action, at once terminate this Deed of Lease, and upon such termination shall be entitled to recover possession of the Premises and Property and such damages as Town may then have or may in the future suffer as a result of the default and termination.

(e) In no event shall either party be liable for any consequential, punitive, special, or any indirect damages of any kind or nature whatsoever.

(f) Subject to the foregoing, Town shall have all of the rights and remedies accorded by law and equity, including specifically the right to injunctive relief for the enforcement of all of the terms of this Deed of Lease.

12. **Insurance and Indemnity.** Lessee shall procure, maintain and pay for commercial general liability insurance, with limits of One Million Dollars for bodily injury, One Million Dollars for property damage (or Two Million Dollars per occurrence, combined single limit coverage), Two Million Dollars aggregate, with a certificate of insurance to be furnished to Town within thirty (30) days of written request. Such policy shall provide that non-renewal

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or cancellation will not occur without at least thirty (30) days' prior written notice to Town. Lessee may self-insure, in the amounts set forth above, against any loss or damage which could be covered by a commercial general public liability insurance policy. Lessee shall hold harmless and indemnify Town its officers, officials, and employees, against claims, legal actions, suits or proceedings, and Town's reasonable expenses (including attorney's fees) incurred in this regard, to the extent directly resulting from the Lessee's negligence or willful misconduct in connection with its operations under this Deed of Lease. Notwithstanding anything to the contrary contained herein, this indemnification shall not apply to liability for damages arising out of bodily injury to persons, or damage to property, caused by or resulting from, the negligence or willful misconduct of town, its agents, or employees. The indemnifying party's obligations under this section are contingent upon its receiving written notice within ninety (90) days following any event giving rise to an obligation to indemnify the other party and the indemnified party's granting Lessee the right to control the defense and settlement of thesame.

13. **Environmental.** Lessee represents and warrants that its use of the Premises will not generate any hazardous substance and Lessee will not store or dispose on the Premises or transport to or over the Premises any hazardous substance other than in containers or forms permitted by law. "Hazardous Substances" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic wastes, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environment laws, regulations or rules may presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time.

Town represents that the Property is not a Superfund site and that the Town has never been notified by any public entity of an environmental issue related to the Property, and the Town has no knowledge of any Hazardous Substances on the Property.

Lessee shall notify Town immediately in the event of its discovery of any Hazardous Substance(s) at, upon, or within the Premises or of the receipt of any written notice by any applicable government authority alleging the disposal of Hazardous Substance(s) which may have occurred on the Premises.

Lessee represents warrants and agrees to conduct its activities on the Premises in compliance with all applicable environmental laws. Lessee will not use, generate, release, manufacture, refine, produce, store, or dispose of any Hazardous Substance on, under, or about the Premises or Property, except for the use of the sealed batteries for emergency back-up, a fire suppression system and small quantities of cleaning products ordinarily used by businesses, and the use of which by Lessee complies with all applicable laws.

Lessee agrees to defend, indemnify and hold harmless Town, its officers or employees from and against any and all liabilities, damages, losses, cost, assessments, penalties, fines, expenses and fees, including reasonable legal fees, that Town may suffer due to the existence or discovery of Hazardous Substances on the Property, or their release into the environment, in each case that are directly caused by Lessee's use of the Premises or

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Property. The indemnification and hold harmless provisions established in this Section shall not extend to Hazardous Substances present on the Premises prior to the Commencement of this Deed of Lease. The provisions of these Sections 12 and 13 will survive the expiration or termination of this Deed of Lease.

14. Maintenance, Utilities.

(a) Lessee will, at Lessee's expense, keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted.

(b) Lessee will be solely responsible, and promptly pay, for all utility charges for electricity, telephone service or any other service used or consumed by Lessee on the Premises. Town will cooperate with any utility company requesting a temporary license under the Property in order for the utility company to provide service to the Lessee.

15. Condemnation.

(a) If a condemning authority takes all of the Property, or a portion sufficient, in Lessee's reasonable determination, to render the Premises unsuitable for Lessee's use, this Deed of Lease shall terminate as of the date the title vests in the condemning authority. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of power shall be deemed a condemnation.

(b) Lessee may claim and recover (if allowed by law) from the condemning authority an award for Lessee's moving expenses, business dislocation damages, the value of Lessee's personal property comprising the Premises, and the unamortized costs of leasehold improvements paid for by Lessee.

16. Title and Quiet Enjoyment. Town warrants that Town holds good and marketable title to the Property, unencumbered by any liens, mortgages, leases or agreements which would adversely affect Lessee's use enjoyment if the Premises under this Deed of Lease. Provided Lessee has timely paid Rent hereunder, Lessee shall have quiet enjoyment of the Premises.

17. Marking and Lighting Requirements. The Property complies with all tower or building marking and lighting regulations promulgated by the Federal Aviation Administration or the Federal Communications Commission, as applicable. Lessee shall be responsible for compliance with such regulations if marking or lighting is required solely due to the addition of the Equipment.

18. Notices. All notices, under this Deed of Lease shall be in writing and shall be validly given if sent by certified mail, return receipt requested, or by nationally recognized overnight courier service, as follows (or any other address that the party to be notified may designate by like notice to the sender):

If to Town:	If to Lessee:
Town Manager	New Cingular Wireless PCS, LLC
Town of Herndon	Attn: Network Real Estate Administration
777 Lynn Street	Re: Cell Site Name: HERNDON (DC)

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Herndon, Virginia 20170

Cell Site No./Fixed Asset No: 10004813
1025 Lenox Park Blvd. NE, 3rd Floor
Atlanta, GA 30319

With Copy to:

Director of Public Works
Town of Herndon
777 Lynn Street
Herndon, Virginia 20170

With Copy to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site Name: HERNDON (DC)
Cell Site No./Fixed Asset No: 10004813
208 S Akard St
Atlanta, GA 30324

19. **Assignment and Subletting**. Lessee may not assign or sublet this Deed of Lease without approval of Town, such approval not to be unreasonably withheld, conditioned, or delayed. This prohibition against subletting shall be construed to include a prohibition against any subletting by operation of law. Upon such approved assignment, Lessee shall be relieved of all liabilities and obligations under this Deed of Lease and Town shall look solely to the assignee for performance under this Deed of Lease. Notwithstanding the foregoing, Lessee may, upon notice and without the necessity for Town's approval, assign or transfer its rights and obligations arising under this Deed of Lease to any parent, subsidiary, affiliate, or to any corporation, partnership or other entity which (i) is controlled by, controlling or under common control with Lessee, or (ii) shall merge or consolidate with or into Lessee, or (iii) acquires all or substantially all of Lessee's assets in the market as defined by the Federal Communications Commission in which the Property is located.

20. **Successors and Assigns**. This Deed of Lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

21. **Effect of Waiver**. No waiver of any breach of any term of this Deed of Lease shall be a waiver of any succeeding breach.

22. **Choice of Law**. This Deed of Lease shall be governed by the laws of the Commonwealth of Virginia.

23. **Miscellaneous.**

(a) This Deed of Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property covered by this Deed of Lease. Any amendments to this Deed of Lease must be in writing and executed by both parties. Notwithstanding the foregoing, Town and Lessee acknowledge that Lessee is currently occupying the Premises and operating its Equipment at the Property pursuant to that certain Deed of Lease dated September 27, 2011 ("**Prior Deed of Lease**"), which term expires on May 30, 2021, and that Lessee is currently paying rent pursuant to the Prior Deed of Lease. Notwithstanding the Execution Date herein, this Deed of Lease shall supersede the Prior Deed of Lease as of the Commencement Date herein.

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(b) Lessee may obtain title insurance on its interest in the Premises and Town agrees to execute such reasonable and customary (as determined by Town) documents as the title company may require in connection with the title insurance.

(c) The persons who have executed this Deed of Lease represent and warrant that they are duly authorized to execute this Deed of Lease in their individual or representative capacities as indicated and that the entity for which they sign this Deed of Lease has approved and authorized this Deed of Lease.

(d) This Deed of Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. No electronic signatures shall be permitted.

(e) All Exhibits referred to in this Deed of Lease are incorporated by reference.

(f) Town will provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Deed of Lease.

TOWN OF HERNDON, VIRGINIA	NEW CINGULAR WIRELESS, PCS, LLC BY: AT&T MOBILITY CORPORATION
By: _____	By: DocuSigned by: Louis Deal 134BFF73FE2C41B...
Name: Sheila A. Olem	Name: Louis Deal
Title: Mayor	Title: Reac Mgr
Date: _____	Date: 5/11/2021

DS kp

DS CM

APPROVED AS TO FORM:	ATTEST:
By: _____	By: _____
Name: Lesa J. Yeatts	Name: Viki Wellershaus
Title: Town Attorney	Title: Town Clerk

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Exhibit A

DESCRIPTION OF THE PROPERTY

June 8, 2021

The property lies in the Town of Herndon, Virginia and is described as follows:

1. 806 3rd Street
   Herndon, VA 20170

2. Fairfax County Tax Map Number 10-4-2-45A

The geodetic coordinates of the Property are as follows:

North Latitude:	38° 58' 50"
West Longitude	77° 22' 59"

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Exhibit B
June 8, 2021

DESCRIPTION OF THE PREMISES

The Premises shall consist of the following:

1. The Ground Space, consisting of approximately 312 square feet for placement of equipment cabinets and a back-up generator and associated concrete pad.

2. The Tower Space sufficient to accommodate the placement, installation, operation and maintenance of the equipment (listed on Exhibit C).

3. The Access Easement.

4. The Utility Easements.

The Premises are depicted on the drawings attached to this Exhibit B and Exhibit C to follow.

Nothing in this legal description shall convey to Lessee any rights in the Property other than what are specifically described in this Deed of Lease as to the Premises.

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Exhibit C

DESCRIPTION OF THE EQUIPMENT

June 8, 2021

The following equipment together with any associated wires, cables, pipes, conduits and supporting structures associated with the equipment shall be located on the Third Street Water Tank as generally shown on the attached drawings.

Quantity	Type	Approximate Size
1	Equipment Shelter	12’ x 28’
9	Antennas	up to 96” H x 20” W x 8” D
6	Diplexers	up to 6.3” H x 4.4” W x 3” D
15	Remote Radio Units (RRU’s)	up to 31.5” H x 12” W x 9 ” D
6	DC Trunks	up to .92” each
7	18 pair Fiber Trunks	up to .40” each
3	DC6 Surge Suppressors	up to 12” x 12” x 8”
3	RET Cables	up to 3/8”
3	Surge Suppressors	up to 24” x 11” x 11”
12	Coax Cables	up to 1 5/8”
12	RET Motor	Up to 5.9”x2.4”x2”
1	FC12 Junction Box	Up to 14”x14”x7”
12	Coax Cable-Jumpers	½“ dia. x 60”
6	Tower Mount Amplifiers (TMA)	up to 14”x7”x2.7”

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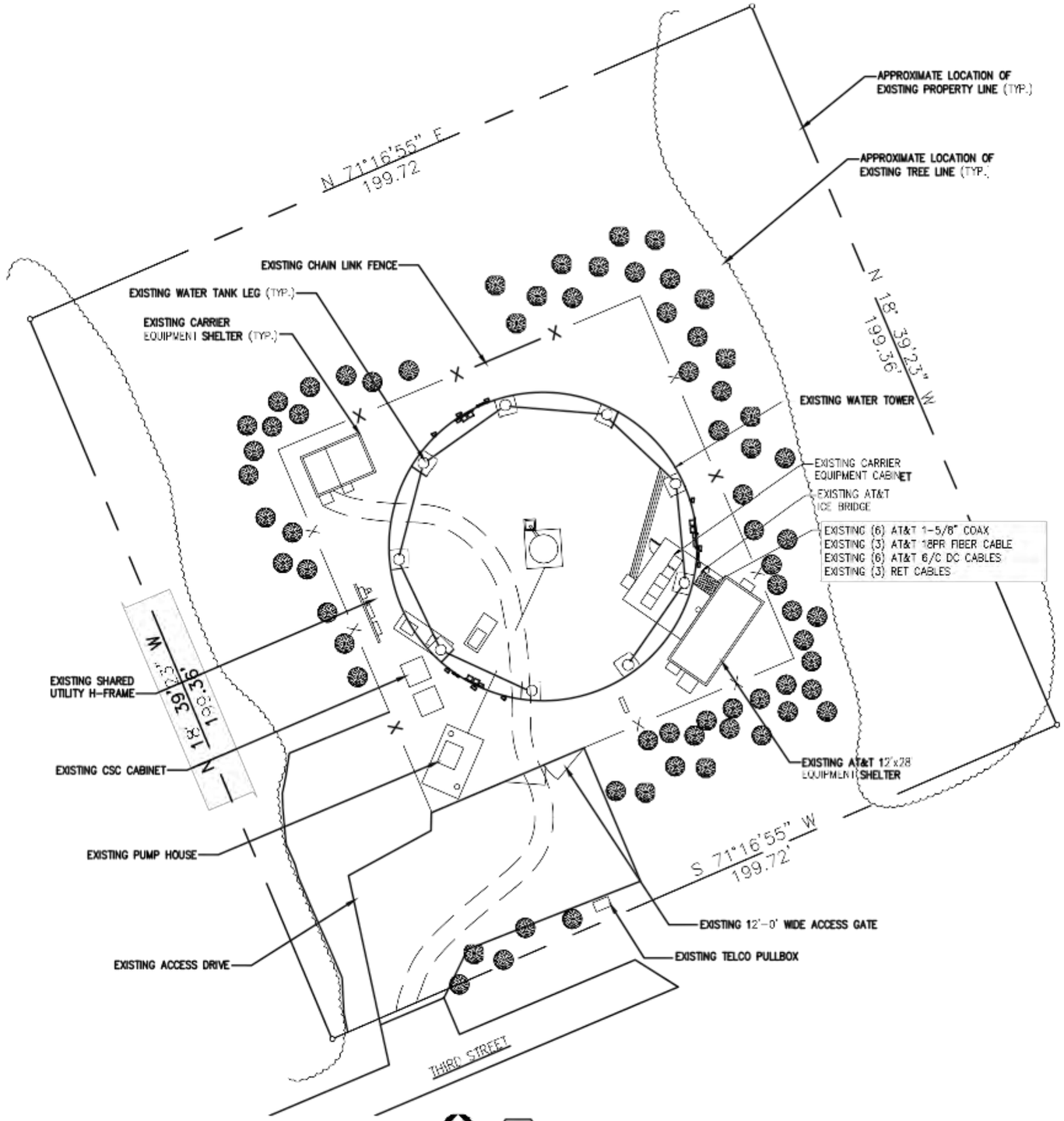

1 C1 COMPOUND PLAN
SCALE: AS NOTED

GRAPHIC SCALE:
30' 15' 0 15' 30'
SCALE (11x17): 1" = 30'-0"
SCALE (22x34): 1" = 15'-0"

at&t

8

COMMONWEALTH OF VIRGINIA
CHRISTOPHER J. WARREN
Lic. No. 037631
2/9/21
PROFESSIONAL ENGINEER

UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF APPLICABLE STATE AND/OR LOCAL LAWS

No.	Submittal / Revision	App'd	Date
1	ISSUED FOR CONSTRUCTION	MHS	02/09/21
0	ISSUED FOR CONSTRUCTION	MHS	07/27/12
B	REVISED	MHS	06/24/20
A	ISSUED FOR CLIENT REVIEW	BKB	06/11/20

Drawn: RC
Designed: MHS
Checked: AJD

Project Number:
1106-A0001-C

Project Title:
HERNDON
SITE ID: 0609
FA#10004813
3RD & VAN BUREN ST
HERNDON, VA 20170

Prepared For:
smartlink
1362 MELLON RD
HANOVER, MD 21076
TEL (410) 582-8043
FAX (443) 221-2962

Drawing Title
COMPOUND PLAN

Drawing Number
C1

FROM
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T.
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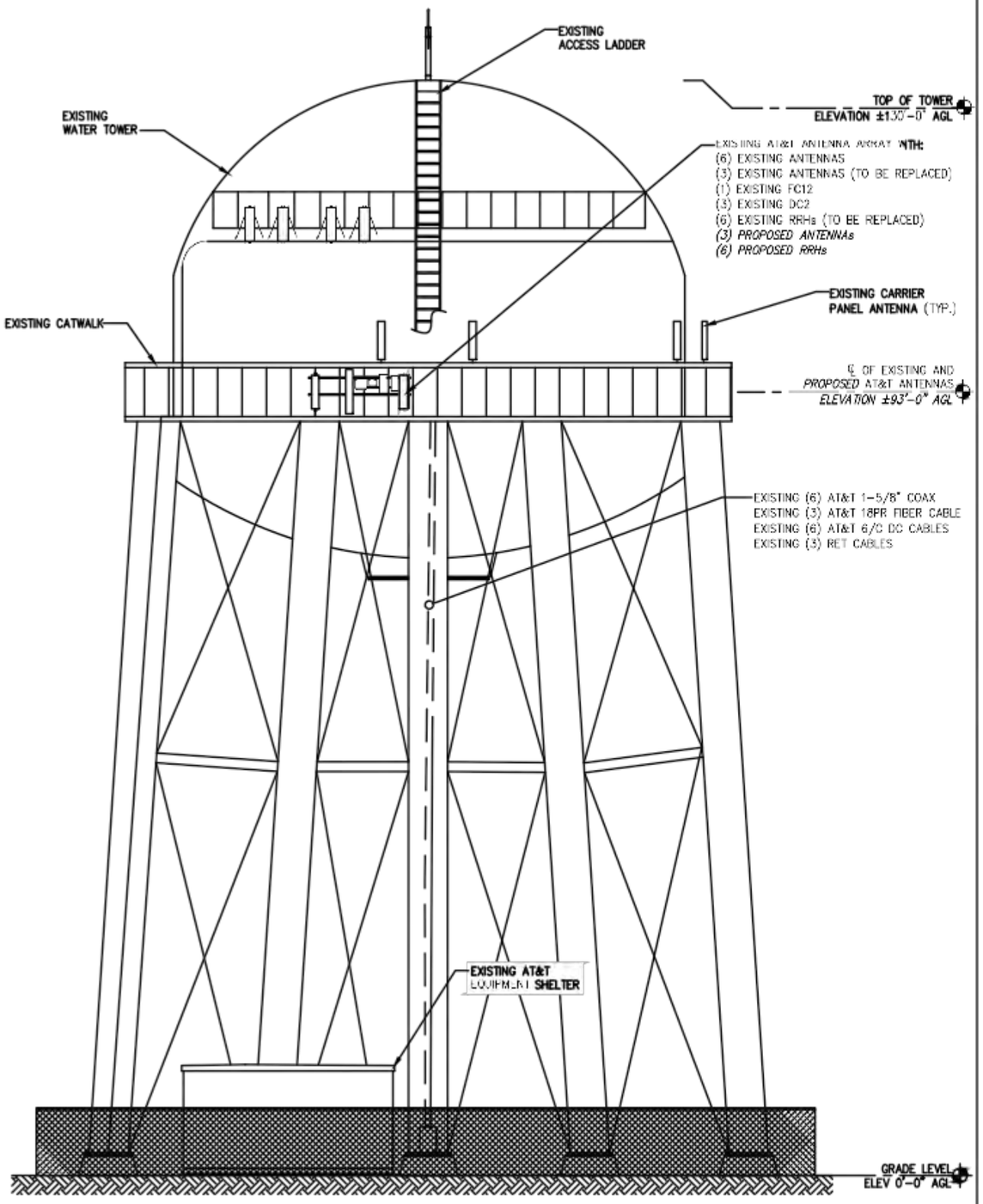
UNLESS



1 / C2 ELEVATION VIEW
SCALE: NOT TO SCALE

ANTENNA AND RRH SCHEDULE

SECTOR	ANTENNA POSITION	ANTENNA MAKE	ANTENNA MODEL	RAD CTR. FT. AGL	AZIMUTH	RRH/TMA QTY/MAKE/MODEL	FILTER/DIPLEXER QTY/MAKE/MODEL	E-TILT
A	#1	KATHREIN	80010121	93'-0"	0°	–	–	0° (UMTS 850)
	#2	COMMSCOPE	NNH4-65C-R6	93'-0"	0°	(1) RRH 4T4R B5 160W AHCA B25 RRH4X30-4R RRH4X25-WCS-4R	–	9° (5G 850) 5° (LTE 1900) 4° (LTE WCS)
	#3	–	–	–	–	–	–	–
	#4	KATHREIN	800-10966K	93'-0"	0°	(1) B14/12/29 TRIBAND RRH AHLBBA B66A RRH4X45-4R	–	9° (LTE 700) 4° (LTE AWS) 9° (LTE 700)
B	#5	KATHREIN	80010121	93'-0"	120°	–	–	0° (UMTS 850)
	#6	COMMSCOPE	NNH4-65C-R6	93'-0"	120°	(1) RRH 4T4R B5 160W AHCA B25 RRH4X30-4R RRH4X25-WCS-4R	–	9° (5G 850) 5° (LTE 1900) 4° (LTE WCS)
	#7	–	–	–	–	–	–	–
	#8	KATHREIN	800-10966K	93'-0"	120°	(1) B14/12/29 TRIBAND RRH AHLBBA B66A RRH4X45-4R	–	9° (LTE 700) 4° (LTE AWS) 9° (LTE 700)
C	#9	KATHREIN	80010121	93'-0"	240°	–	–	0° (UMTS 850)
	#10	COMMSCOPE	NNH4-65C-R6	93'-0"	240°	(1) RRH 4T4R B5 160W AHCA B25 RRH4X30-4R RRH4X25-WCS-4R	–	9° (5G 850) 5° (LTE 1900) 4° (LTE WCS)
	#11	–	–	–	–	–	–	–
	#12	KATHREIN	800-10966K	93'-0"	240°	(1) B14/12/29 TRIBAND RRH AHLBBA B66A RRH4X45-4R	–	9° (LTE 700) 4° (LTE AWS) 9° (LTE 700)

KEY:
EXISTING
PROPOSED

CABLE SCHEDULE

SYSTEM	TYPE	QTY	LENGTH
UMTS	1-5/8"ø COAX	6	180'±
LTE	18 PAIR FIBER	3	180'±
LTE	#8 AWG 6/C DC	6	180'±

SURGE PROTECTION DEVICE SCHEDULE

TYPE	LOCATION	QTY
DC6	SECTOR LEVEL	3

RF DESIGN NOTE:
THIS ANTENNA AND CABLE SCHEDULE HAS BEEN CREATED USING THE FOLLOWING AT&T RFDS DATED: 11/09/17 REVISION: V2018_0.1 ALL ANTENNA DESIGN, ZONING, STRUCTURAL ANALYSIS PERMITS AND COMPLIANCE SUBMISSIONS ARE COORDINATED WITH THE AFOREMENTIONED DOCUMENT.

2 / C2 RF SCHEDULE
NOT TO SCALE

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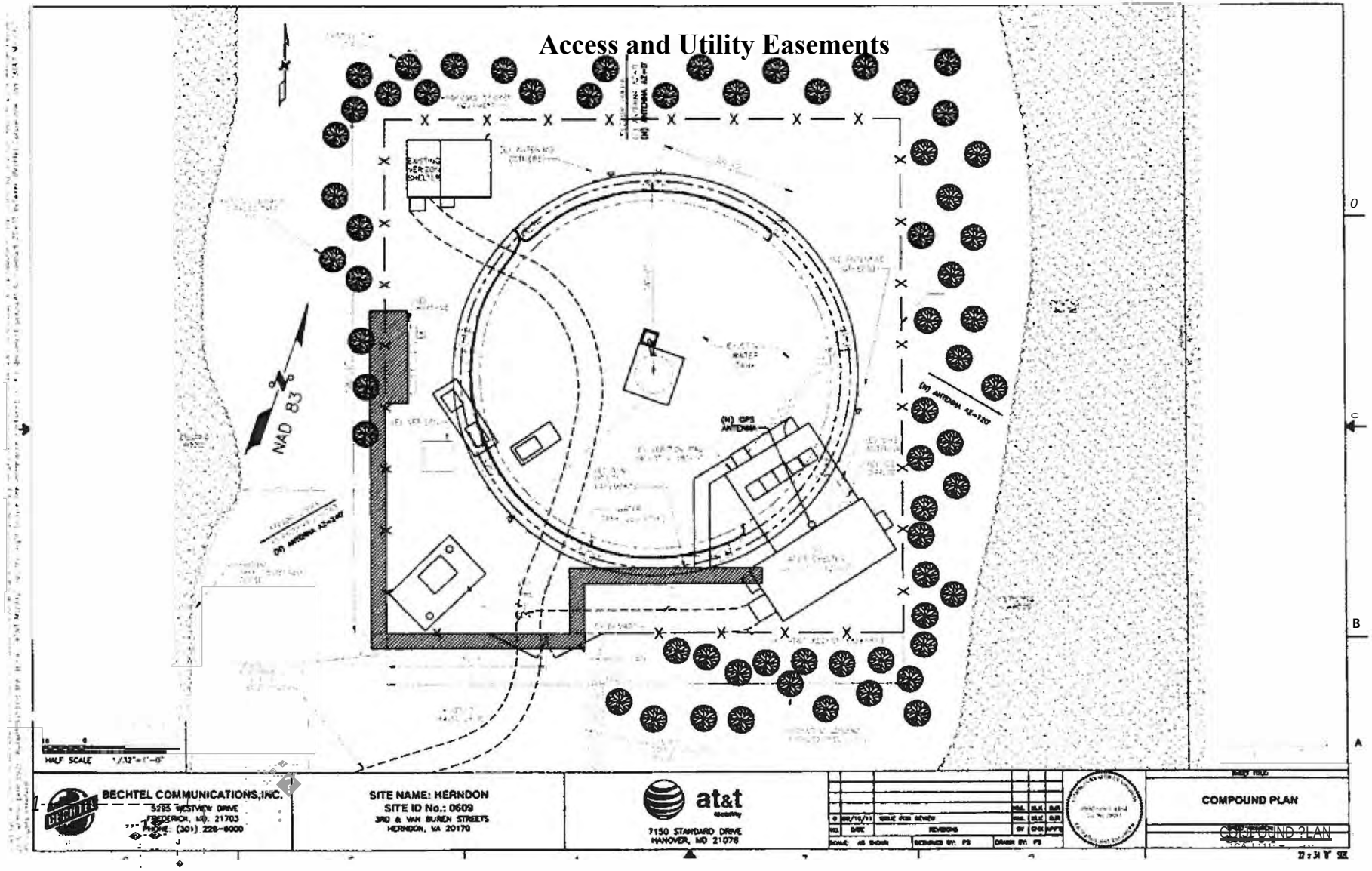
Access and Utility Easements



TOWN OF HERNDON, VIRGINIA

RESOLUTION

June 8, 2021

Resolution – To initiate consideration of a zoning ordinance text amendment ZOTA #21-03 to amend Chapter 78 (ZONING), Article VII (Use Regulations), Article VIII (Accessory Uses) and other articles as deemed necessary and appropriate to revise regulations governing accessory dwelling units.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby:

1. Initiates consideration of an amendment to Chapter 78 (ZONING) of the Herndon Town Code to revise the process and regulations governing accessory dwelling units.

2. Directs the Planning Commission to draft an amendment that reflects current best practice in the field of planning, resolves long-standing concerns associated with the current language of the Chapter 78 (Zoning) governing accessory dwelling units, and which maintains the character of the neighborhood while permitting an increase in housing supply.

3. Out of public necessity, convenience, general welfare, or good zoning practice, requires the Town Council's consideration of this proposed amendment.

Michael G. Romeo, AICP
Chairman
Town of Herndon Planning Commission

April 29, 2021

Sheila A. Olem
Mayor
Town of Herndon
777 Lynn Street
Herndon, Virginia 20170

Re: Zoning Ordinance Review: Accessory Dwelling Units

Dear Mayor Olem and Members of the Herndon Town Council:

On behalf of the Town of Herndon Planning Commission, I am offering the following comments for your consideration in relation to accessory dwelling units. Based on the planning commission's review of accessory dwelling unit special exception applications and the need to create more affordable housing options for town residents, the planning commission has begun a dialogue related to accessory dwelling units and whether it is appropriate to consider an update of the existing accessory dwelling unit section of the Town of Herndon Zoning Ordinance ("Zoning Ordinance"). Based on these discussions, the planning commission would support the town council's initiation of a Zoning Ordinance Text Amendment ("ZOTA") of Section 78-80.4 (a) of the Zoning Ordinance which specifically addresses accessory dwelling units.

The discussions undertaken by the planning commission over the past few meetings have been supplemented by background information provided by town staff. This background information offered a thorough perspective of regional and national trends related to accessory dwelling units. It turns out that almost all of the local jurisdictions in Northern Virginia, including Fairfax County, Loudoun County, Arlington County, and the City of Alexandria, have recently reviewed and updated their accessory dwelling unit ordinances. Many of these ordinance revisions are based on the desire to create more affordable housing options and to update their ordinance standards to align with national trends in accessory dwelling units.

Herndon's accessory dwelling unit ordinance was adopted in 1983 and has not been updated since its adoption. As was the case with many local jurisdictions at that time, the focus of accessory dwelling units was to create housing for elderly or handicapped individuals. The term "Granny Flat" was often used when referring to accessory dwelling units. As we have seen in other local jurisdictions, and as part of a more national trend, accessory dwelling units are now serving a different purpose. They can be used to create a more affordable housing option while still serving the original purpose of supporting elderly and handicapped individuals.

While the planning commission supports a review of the entire accessory dwelling unit section of the Zoning Ordinance, as well as a review of the Zoning Ordinance's definition of an

accessory dwelling unit, the planning commission has specifically identified the following portions of the accessory dwelling unit section for review and potential revision:

- Requirement for a special exception;
- Possible consideration of use permit renewals;
- Size of the accessory dwelling units and consideration of setback requirements;
- Removal of accessory dwelling unit improvements if the occupancy standards are no longer met as well as the evaluation of the appropriateness of the occupancy standards;
- Inclusion of accessory dwelling units in single-family detached and/or single-family attached dwelling units;
- Amount of parking required for an accessory dwelling unit and if a more nuanced approach to parking that accounts for proximity to transit or on-street parking in the historic district should be considered; and
- Possible review of affordability or financing provisions in conjunction with accessory dwelling units.

The planning commission hopes this information will be helpful to the town council in considering a possible accessory dwelling unit ZOTA. We stand by ready to respond to any questions or comments from the town council. We look forward to further discussions related to this issue. Thank you.

Sincerely,

Town of Herndon Planning Commission

Michael G. Romeo, AICP
Chairman

cc: Lesa Yeatts, Esq., Town Attorney
Ms. Lisa Gilleran, Director, Department of Community Development
Mr. David Stromberg, Zoning Administrator

TOWN OF HERNDON, VIRGINIA

ORDINANCE

June 8, 2021

Ordinance – to approve and authorize the Mayor to sign a new two-year Lease Agreement between the Town and Evince Analytics, Inc., for space at 397 Herndon Parkway.

BE IT ORDAINED by the Town Council for the Town of Herndon, Virginia that:

1. The Town Council approves a lease dated June 8, 2021 by which the Town would lease to Evince Analytics, Inc., 1,932 sq. ft. of space in the Town's building at 397 Herndon Parkway, Herndon, Virginia. (As reflected on Exhibit A)

2. The term shall be for two (2) years from July 1, 2021 through June 30, 2023, with an option for extension of term for one (1) year upon mutual agreement of both parties. The option extends the lease from July 1, 2023 through June 30, 2024.

3. The rent shall be $18/SF in the first lease year and 3% escalation in each subsequent year of the base term. Total rent paid to the town shall be $34,776 for July 1, 2021 through June 30, 2022, $35,819 for July 1, 2022 through June 30, 2023. Rent for the extension period will be mutually agreed upon prior to executing the option. Evince shall make equal monthly payments of rent on the first calendar day of the month.

4. The Mayor is authorized to sign and deliver the lease as described in paragraphs 1 through 3 above and any related document necessary to evidence or effect the lease.

5. This ordinance shall be effective on and after the date of its adoption.

LEASE

BY AND BETWEEN

TOWN OF HERNDON, VIRGINIA AND EVINCE ANALYTICS, INC.

THIS LEASE is effective June 8, 2021 and is by and between **TOWN OF HERNDON, VIRGINIA**, a municipal corporation and political subdivision of the Commonwealth of Virginia ("Town"), and **EVINCE ANALYTICS, INC.**, ("Evince"). For consideration of the terms, conditions and mutual covenants contained herein, Town and Evince agree as follows:

1. **Premises.** Town leases to Evince, and Evince leases from Town, certain real estate described as follows and referred to in this Lease as the "Lease Premises": 1,932 rentable square feet of space at 397 Herndon Parkway, Herndon, Virginia 20170. The Lease Premises are more particularly depicted in **Exhibit A/Evince Lease**, attached and incorporated herein by reference. Each party warrants that it has had adequate opportunity to inspect the condition of the Lease Premises, and that the Lease Premises are in a condition, acceptable to both parties and are to be leased in an "as-is" condition. The Lease Premises include shared parking.

2. **Term and Possession.** The term of this Lease shall be for a period of two (2) years ("Term"), commencing on July 1, 2021 ("Commencement Date") and expiring at midnight on June 30, 2023 ("Expiration Date"), unless sooner terminated by Town or Evince in accordance with the terms and conditions of this Lease. The lease includes an option for extension of term, of one (1) year upon mutual agreement of both parties. The option extends the lease from July 1, 2023 through June 30, 2024.

3. **Rent.** Evince shall pay to Town as rent for the Lease Premises, $18/SF in the first lease year and 3% escalation in each subsequent year of the base term. Total rent paid to the town shall be $34,776 for July 1, 2021 through June 30, 2022, $35,819 for July 1, 2022 through June 30, 2023. Rent for the extension period will be mutually agreed upon prior to executing the option. Evince shall make equal monthly payments of rent on the first calendar day of the month. Late payments shall be subject to 5% late payment fee.

4. **Taxes.** Evince's share of real estate taxes is included in rent payments.

5. **Additional Services.** Evince may request services related to this lease, such as management of alterations, on a reimbursable basis.

6. **Payments.** Evince shall send payments for rent and other fees to Town at the following address:

Town of Herndon
Attention Finance Department
777 Lynn Street,
Herndon, VA 20170

7. **Utilities.** Town shall provide HVAC, hot and cold water, sewer, trash and recycling, and 24-hour access at no additional cost to Evince. Town shall not be liable for claims for interruption caused by ruptured pipe, leakage, etc. unless result of negligence. Town shall not be liable for curtailment of utilities required by utility.

8. **Signs.** Evince shall not display or erect any exterior lettering, sign, advertisement, sales apparatus or other projection in any manner or place such that are visible from locations exterior to the Lease Premises (excluding interior window and door glass), except with the advance written approval of Town. All existing signs may remain.

9. **Use of Lease Premises.**

(A) Evince will use the Lease Premises as a meeting and office space for its operations. The Lease Premises shall not be utilized by Evince for any other purpose(s) without the advance written permission of Town.

(B) In its use of the Lease Premises, Evince shall comply with (i) applicable local, state and federal laws, ordinances, and regulations. Evince's obligations under this paragraph shall include, without limitation, compliance with Town and County health codes and applicable building and fire codes.

(C) Evince shall not, except for as specifically permitted by Town, keep or have, on or within the Lease Premises, any article or thing of a dangerous, flammable or explosive character which might present or increase the danger of fire.

10. **Alterations.** Evince shall not make any alterations, additions or improvements of any nature to the Lease Premises without the Town's advance written consent.

11. **Operations, Maintenance and Repair of Lease Premises.**

(A) Town Responsibilities:

1. Town will provide routine maintenance for the building exterior and interior leased spaces. Town will maintain and keep in good repair the: (i) plumbing (ii) electrical wiring serving the Lease Premises; and (iii) heating, ventilation and air conditioning ("HVAC") systems. Town will be responsible for changing of HVAC filters. Town will maintain fire protection systems.

2. Town will provide routine maintenance to landscaping, lawn maintenance, and removal of tree limbs, bark, leaves, and snow from the parking lots, sidewalks and areas surrounding the Lease Premises.

3. Town will provide routine janitorial services.

4. Normal Town operating hours for response and routine maintenance are 7am – 4pm Monday – Friday.

5. The Town may use a property management company to act as liaison between Town and Evince for operations, maintenance and management of the leased property. The Town

will provide written notice to Evince for contact information for the property management company.

(B) Evince responsibilities:

1. Evince shall reimburse the Town for any request for maintenance outside of normal Town operating hours.

2. Evince agrees to keep all windows and exterior doors closed in the Lease Premises at all times in order to assure HVAC systems are operating properly and to prevent damage to the Lease Premises, and upon failure to do so, agrees to pay for any damage caused thereby.

3. Evince shall keep and maintain the interior of the Lease Premises in the condition in which they exist on the Commencement Date, with exception of reasonable wear and tear or damage caused by accidental fire or other casualty.

4. Evince shall maintain proper control for keys and access cards to prevent theft from and unauthorized access to the building. The Town agrees to re-key the Lease Premises if required; the cost for additional keys and re-keying requests shall be borne by Evince. A copy of all keys to all exterior doors shall be provided to the Town.

5. Notwithstanding any other provision of this Lease, Evince shall be responsible for any maintenance and repair of the Lease Premises necessitated by or attributable to actions of Evince, its invitees, agents or employees, in excess of reasonable wear and tear. The cost of any maintenance, repair or replacement of the items referenced above required as a result of negligence or willful act of Evince, its employees, agents or invitees, shall be borne by Evince.

12. **Damage and Injury to Lease Premises and Individuals; Liability.**

(A) Buildings: Town shall not be responsible or liable for any property damage caused by fire, explosion, water, gas, electricity, leaks from the roof or other portion of the building, the bursting or leaking of pipes, plumbing, electrical wiring and equipment or fixtures of any kind, or by any act or negligence of other tenants or occupants of the building, due to any other cause whatsoever, unless resulting from the willful acts of Town, its employees, agents or representatives for which it/they may be responsible under the laws of the Commonwealth of Virginia.

(B) Personal Property: All furnishings and other personal property, located on or about the Lease Premises, shall be at or on the Lease Premises at the sole risk of Evince, and Town shall not be liable for the theft or misappropriation thereof, or for any damage or injury to any furnishings, artifacts or collections.

(C) Evince Officers, Agents, Employees and Invitees: Town shall not be responsible or liable for any damage or injury to Evince's officers, agents, or employees, invitees or to any other persons on the Lease Premises.

(D) Notice: Evince shall give immediate notice to Town in case of fire or accident occurring in or on the Lease Premises, including any and all defects, damages or injury (to persons or property) that may occur as a result. Any and all repairs to the Leased Premises performed as a

result of any fire or accident occurring within the Lease Premises shall be performed only with the prior written consent of the Town and in accordance with all local permits and inspections.

13. **Insurance.**

(A) Comprehensive General Liability Insurance: Evince, at its cost, shall maintain comprehensive liability insurance with limits of not less than $2,000,000 per occurrence, insuring against all liability of Evince and its authorized representatives arising out of and in connection with Evince's use or occupancy of the Lease Premises. Said insurance shall insure performance by Evince of the indemnity provisions of Sections 14. The policy shall also either contain a provision for broad form contractual liability including leases, or there shall be attached thereof an endorsement providing for such coverage. If the policy is to be written with an aggregate limit, that limit shall be not less than $2,000,000. The Town shall be added as an additional insured to this policy.

(B) Property Insurance. Evince is responsible for any improvements and/or betterments made to the Lease Premises by Evince. Evince is also responsible for its belongings, collections, furniture, computers, and all other personal property which Evince may use and/or store within the Lease Premises. The Town shall neither be responsible for any improvements and/or betterments nor personal items within the Lease Premises and Evince, if Evince desires, may maintain insurance, at its own cost, for improvements, betterments and personal property. The Town does not and will not maintain insurance for improvements and betterments made to the Lease Premises by Evince. The Town does not and will not maintain insurance for Evince's personal property within the Lease Premises.

(C) Workers' Compensation Insurance. If Evince has employees, Evince shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the Commonwealth of Virginia.

(D) Employers' Liability Insurance. If Evince has employees, Evince shall procure and maintain, at its sole expense, Employers' Liability Insurance, with the following minimum coverage: Bodily Injury by Accident $1,000,000 each accident; Bodily Injury by Disease $1,000,000 policy limit.

(E) Evince is Primary Insurer: The insurance coverage shall be primary with respect to any other insurance maintained by Evince or Town ("Required Insurance"). Prior to the Commencement Date, and thereafter, on an annual basis, Evince shall provide Town with copies of all required insurance policy/policies.

14. **Indemnification.** Evince shall indemnify, defend and save Town harmless from any and all liabilities, expenses (including attorney's fees), causes of action, suits, claims or judgments and losses incurred by Town as a result of: (A) failure by Evince to perform any covenant required to be performed by Evince in this Lease; (B) failure to comply with any laws, ordinances, regulations or requirements of any governmental authority; (C) any mechanics' lien or security agreement or other lien filed against the Lease Premises, or fixtures and equipment belonging to Town; and (D) any negligent act or omission of Evince, its officers, trustees employees, and agents.

15. **Damage by Fire or other Casualty.** If the Lease Premises shall be rendered uninhabitable, as determined by the Town in its sole discretion, by fire or other casualty:

(A) Town may, at its sole option, terminate this Lease as of the date of such fire or other casualty, after 30 days' written notice to Evince; or

(B) If Town elects not to terminate this Lease under the provisions of subparagraph (A) above, Evince shall, at its own cost, restore the Lease Premises to substantially the same condition as immediately preceding such loss, provided that the cost of such work shall not exceed the insurance proceeds received by Town on account of such loss. Town shall not be required to pay for, restore or replace any furnishings, fixtures, collections or any other personal property of Evince. During the period in which the Lease Premises are untenantable, the Term may, at Town's option, be extended by an equivalent period of time. If Evince fails to substantially complete the restoration of the Lease Premises within 90 days after such fire or other casualty (subject to allowance for delay that is not the fault of either Town or Evince) then either party may terminate this Lease by giving written notice to the other party within 15 days following the expiration of the 90-day restoration period.

16. **Assignment and Subleasing.** Evince shall not assign any of its rights or obligations under this Lease, or sublease the Lease Premises, without the prior written consent of Town.

17. **Town's Right of Entry.** Town may enter the Lease Premises at any reasonable time for the purpose of inspecting the Lease Premises, performing any work which Town elects to undertake or is required by this Lease to perform, and for any other reasonable purposes consistent with the parties' rights and obligations under this Lease. Town shall attempt to notify Evince in advance of entering the Lease Premises, and obtain Evince's consent, but shall not be required to do so. In case of emergency, Town may enter the Lease Premises without advance notice or consent of Evince; provided, however, Town shall give notice to Evince of an emergency entry within a reasonable amount of time.

18. **Default; Surrender.**

(A) Each of the following shall constitute an Event of Default: (i) the Lease Premises is vacated or abandoned by Evince prior to the end of the Term (ii) Evince files a voluntary petition in bankruptcy, or is adjudged bankrupt or insolvent by any federal or state court, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal or state law or regulation relating to bankruptcy, insolvency or other relief for debtors, or consents to or acquiesces in the appointment of any trustee, receiver or liquidator, or makes any general assignment for the benefit of creditors; (iii) Evince files Articles of Termination of Corporate Existence with the State Corporation Commission; or (iv) failure by Evince in the performance of any material obligation under this Lease for more than 15 days following written notice thereof from Town.

(B) In the event of an Event of Default, Town may, at its option, declare this Lease to be terminated and canceled, and may take possession of the Lease Premises. In such case, Town may at its option, re-let the Lease Premises, in its sole discretion.

(C) Upon the expiration or earlier termination of the Term of this Lease, or after any holdover term, Evince shall quit and surrender the Lease Premises to Town in good order and condition, ordinary wear and tear accepted. Evince shall, on or prior to the Expiration Date or earlier termination date, remove all of its furnishings and other personal property. Any property of Evince that remains on the Lease Premises after the expiration or termination of this Lease may be treated by Town as Town- owned property. Evince shall surrender all keys to Town.

Attorney's fees: In the event it becomes necessary for Town to obtain the services of an attorney and take legal action against Evince in connection with the breach of conditions herein set forth on the part of the Evince, Evince agrees that any court shall have the power, in addition to all other relief allowed by law, to require Evince to pay attorney's fees, plus the clerk's fee and any and all other additional costs that may be incurred in the event that legal action becomes necessary.

19. **Termination.** Either party may terminate this lease prior to its expiration with 6 month written notice. Should Town's notice be given less than 6 months prior to the termination date, the Town shall be obligated to give the Evince a rent credit equal to 2 months' rent. Should Evince's notice to the Town be issued less than 6 months prior to the termination date, Evince shall be obligated to pay a sum equal to the difference between 6 months' rent and the remaining months on the premises.

20. **Holding Over.** Should Evince remain in possession of the Lease Premises after the expiration of the Term of this Lease, Evince shall be deemed to be a tenant from month-to- month, but subject to all of the conditions and obligations hereof insofar as the same may be applicable to a month-to-month tenancy until a new lease is approved by the Town Council. Evince shall vacate the Lease Premises within thirty (30) days of written notification received by the Town. During any holdover, Evince agrees to pay a per diem charge equal to 150% of the per diem base rent.

21. **Additional Terms and Conditions.** Evince shall faithfully observe and perform the following covenants, in addition to the other terms, conditions and covenants of this Lease:

(A) Evince shall not do or permit anything to be done in the Lease Premises, or bring or keep anything therein, which will or may increase the rate of property damage insurance of Lease Premises.

(B) Evince shall not keep any animal(s) in or about the Lease Premises.

(C) Evince shall observe reasonable rules and regulations established from time to time by Town for the promotion of the convenience, safety or welfare of the public, Evince and invitees, after being given notice thereof by Town.

(D) Evince shall not store or permit any hazardous or flammable substances on the premises.

(E) The Town shall construct or cause to be constructed a wall to separate the leased premises from the remainder of the suite (as depicted on **Exhibit A**).

22. **Liens.** Evince shall keep the premises and building free from liens arising out of work performed, materials ordered, or obligations incurred on behalf of Evince.

23. **Notices**. Notices under this Lease shall be in writing, signed by the party giving such notice, and shall be hand-delivered or sent by: (i) U.S. mail, and (ii) electronic mail, addressed to the party at its address given below, or to such other address as a party may have furnished to the other by written notice. Any notice sent by U.S. mail shall be deemed to have been given as of the time-said notice is post marked in the U.S. Mail. The parties' designated representatives and addresses for purposes of notices and communications pertaining to this Lease are as follows:

Town: Town of Herndon
Attention Town Manager
777 Lynn Street,
Herndon, VA 20170
Email: town.manager@herndon-va.gov

Evince: Evince Analytics, Inc.
Attention: Thomas Codella
397 Herndon Parkway, Suite 120
Herndon, VA 20170

24. **Governing Law.** This Lease shall be construed under and governed by the laws of the Commonwealth of Virginia.

25. **Waiver.** Failure of Town to insist, in any one or more instances, upon a strict performance of any term, condition or covenant of this Lease, or to exercise any right or option herein provided, shall not be construed as a waiver or relinquishment of such right or option, and such right or option shall continue and remain in full force and effect. No waiver by Town shall be effective unless set forth in writing signed by an authorized representative of Town.

26. **Exhibits.** The following exhibit(s) are attached and incorporated herein by reference, as if set forth herein verbatim: **Exhibit A/Evince Lease**.

27. **Entire and Binding Agreement.** This Lease sets forth the entire agreement between the parties, and there are no other terms, conditions, agreements or understandings between the parties, respecting the matters which are the subject of this Lease. No change or modification shall be binding unless in writing and signed by both parties.

WITNESS the following signatures and seals as of the date first above written.

[SIGNATURES FOLLOW ON NEXT PAGES]

TOWN OF HERNDON, VIRGINIA

BY:_____
Sheila A. Olem, Mayor

ATTEST:

_____
Town Clerk

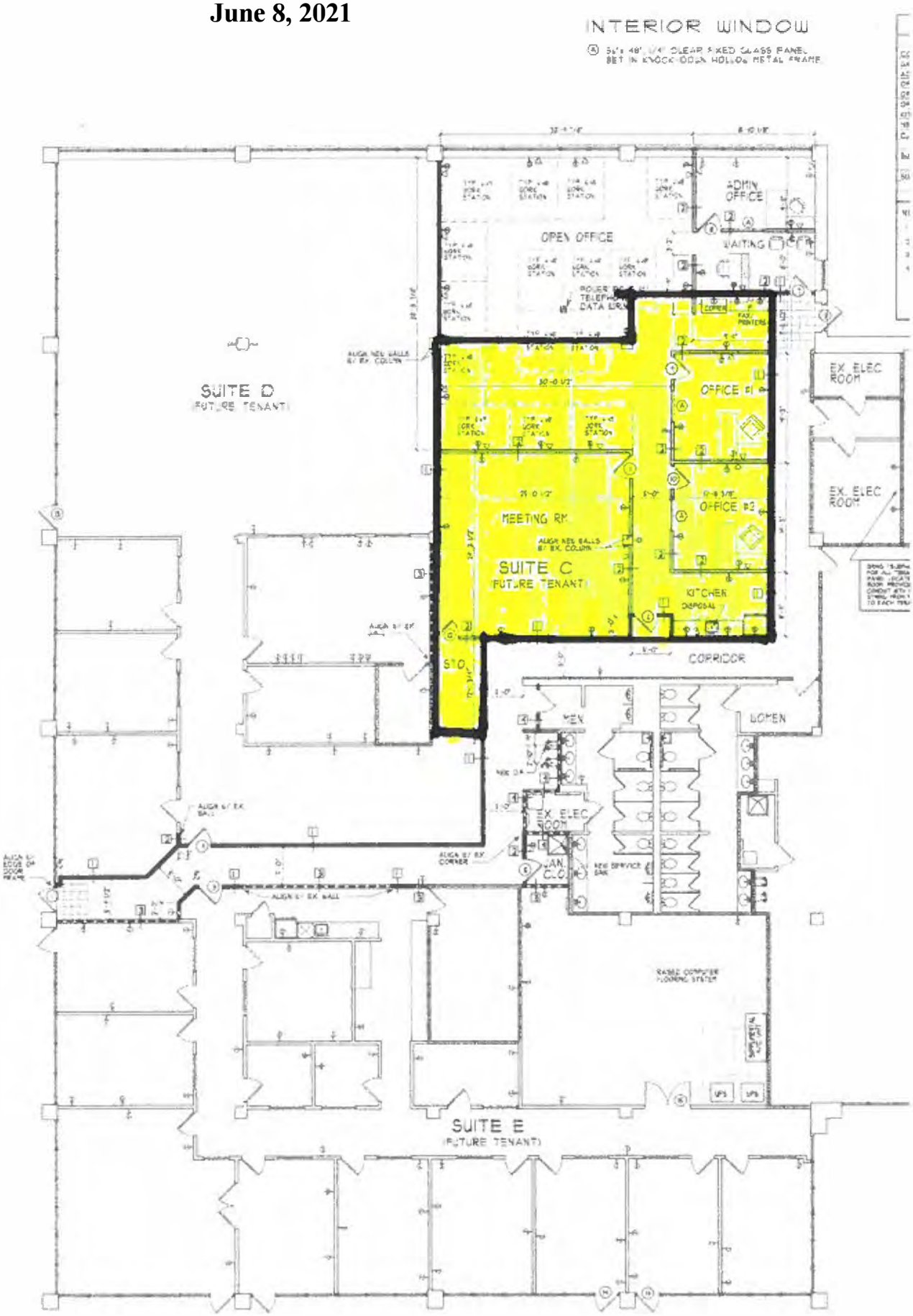
APPROVED AS TO FORM:

_____
Lesa J. Yeatts, Town Attorney

EVINCE ANALYTICS, INC.

BY: Thomas M. Codella
Name: THOMAS M. CODELLA
Title: PRESIDENT

Exhibit A
June 8, 2021



1 A2 PROPOSED FLOOR PLAN
1/8" = 1'-0"

TOWN OF HERNDON, VIRGINIA

ORDINANCE

June 8, 2021

Ordinance- to approve and authorize the Mayor to sign a Lease Agreement between the Town and The Elden Street Players d/b/a NextStop Theatre Company, for space at 397 Herndon Parkway.

BE IT ORDAINED by the Town Council for the Town of Herndon, Virginia that:

1. The Town Council approves a lease dated June 8, 2021 by which the Town would lease to The Elden Street Players, space in the Town's building at 397 Herndon Parkway, Herndon, Virginia solely for storage. The term shall be for one (1) year beginning July 1, 2021 through June 30, 2022. The rent shall be $1.00 for the term.

2. The Mayor is authorized to sign and deliver the lease as described in paragraph 1 above and any related document necessary to evidence or effect the lease.

3. This ordinance shall be effective on and after the date of its adoption.

LEASE AGREEMENT

THIS LEASE made on the 8th day of June 2021, by and between the TOWN OF HERNDON, VIRGINIA, a municipal corporation (Landlord) and THE ELDEN STREET PLAYERS d/b/a NEXTSTOP THEATRE COMPANY, a Virginia corporation (Tenant).

Recitals

Landlord is the owner of a building and premises located at 397 Herndon Parkway, Herndon, Virginia (the building).

Landlord and Tenant have agreed that Tenant will lease from Landlord, in consideration of the rent and other benefits, and under the terms and conditions specified here, a portion of the premises commonly known as part of the building at 397 Herndon Parkway, (as shown on Exhibit A, attached and incorporated by reference).

THEREFORE, the parties agree as follows:

1. Commencement and Ending Date of Term. Beginning July 1, 2021, Landlord leases the leased premises to Tenant according to the terms of this lease. The Tenant may possess the leased premises with the Tenant having the right to terminate the Lease upon 30 days prior written notice to the Landlord, and the Landlord having the right to terminate the Lease upon 90 days prior written notice to the Tenant. The term of this lease shall expire June 30, 2022.

2. Rent. Tenant shall pay Landlord on demand $1.00 rent for the entire term.

3. Use of Premises. Tenant shall use the leased premises solely for storage. Tenant shall have access to and from the leased premises and to the restrooms. Landlord retains for itself and its employees, agents, and invitees, a right of access through the leased premises to and from spaces. Tenant certifies to Landlord that uses of this space are consistent with the Town of Herndon Zoning Ordinance and architectural guidelines or ordinances of the Herndon Town Code.

4. Policy Compliance. Tenant shall comply with all policies regarding the use of Town buildings, including the prohibition of alcohol and the use of recreational drugs or tobacco, as well as the Town building key policy.

5. Utility Charges. Landlord shall maintain and pay the cost of all utilities (except telecommunications) on the leased premises.

6. Liability Insurance. Tenant shall keep in effect a General Liability insurance policy with respect to the leased premises with a minimum limit of $1,000,000.00 of coverage. The policy shall name the Town of Herndon as an additional insured. Satisfactory proof of insurance will be required. Town reserves the right to require additional insurance.

7. Hold Harmless of Landlord. Tenant shall hold harmless Landlord, its officers, agents, and employees from any and all claims, actions, damages, liability and expense, in connection with loss of life, personal injury or damage to property arising from any occurrence in, upon, or at the leased premises through the occupancy or use by Tenant.

8. Default. Tenant shall be in default upon failure to perform any term of this lease for more than five days after written notice of such failure shall have been given to Tenant or after Tenant's abandonment of the leased premises.

9. Rights and Remedies on Default. Landlord shall have the following rights on default of Tenant, which shall be cumulative, none excluding any other right allowed by this lease or by law.

a. Landlord may enter the leased premises and repossess the leased premises and remove Tenant and any others who may be occupying the leased premises and remove any property.

b. Landlord may seize, remove and sell all of the personal property and fixtures

of Tenant on the leased premises or remove and store such property at the cost of and for the account of Tenant.

10. Custodial. Landlord shall provide custodial services, consisting of emptying trash and vacuuming, once a week for the leased premises.

11. Waste or Nuisance. Tenant shall not commit any waste or nuisance upon the leased premises.

12. Maintenance by Tenant. Tenant accepts the leased premises including the improvements and any furnishings and equipment in the leased premises in their existing condition. Tenant shall at all times keep the leased premises in good order, condition, and repair. Tenant shall maintain the leased premises in a clean and sanitary condition. If Landlord is required to make any repairs by reason of Tenant's negligent or intentional act or omission, Tenant shall pay to Landlord the cost of the repairs as additional rent within ten days after written notice. Landlord shall be responsible for roof, structural integrity of the building, and replacement and repair of utility systems related to the leased premises. Except as provided in paragraph 15, Tenant shall return the leased premises to its original condition prior to Tenant's vacation of the premises, normal wear and tear excepted.

13. Notification of Hazard. Tenant and Landlord shall give immediate notice to the other in case of fire, accident, or defect in the leased premises or in any fixtures or personal property comprising the leased premises.

14. Alterations and Improvements. Except as provided in this paragraph, Tenant shall not make or cause to be made any alterations to the leased premises without first obtaining Landlord's written consent.

15. Removal of Improvements and Restoration by Tenant. All alterations except lighting

not necessary for normal use of the building or conformance with the Virginia Uniform Statewide Building Code made by Tenant shall remain the property of Landlord at the expiration or termination of the lease. This property will remain part of the leased premises and Tenant shall not have any obligation to remove it.

16. Loss and Damage. Landlord shall not be liable for any loss or damage to property of Tenant located on the leased premises. Landlord shall not be liable for any injury, death, or damage to persons or property associated with Tenant resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow, or leaks from any part of the leased premises. Landlord shall not be liable for any latent defect in the leased premises or in the building of which they form a part. All property of Tenant or its subtenants kept or stored on the leased premises shall be so kept or stored at the risk of Tenant or subtenants and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier.

17. Right of Entry. In addition to Landlord's right of access as described in paragraph 3, Landlord, its contractors, agents, or prospective purchasers or lessees, shall have the right to enter the leased premises during normal business hours to examine the same upon reasonable notice, either oral or written.

18. Quiet Enjoyment. Upon the observance of all Tenant's obligations of this lease, Tenant shall peaceably and quietly hold and enjoy the leased premises.

19. Surrender of Premises. At the expiration or termination of the term of this lease, Tenant shall surrender the leased premises in the same condition that the leased premises were in at the commencement of this lease, except as provided in paragraph 15, reasonable wear and tear excepted, and shall surrender all keys for the leased premises to Landlord.

20. Assignment and Subletting. Tenant may not assign this lease without prior written consent of Landlord. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law.

21. Binding on Successors/Assigns. All of the terms of this lease shall bind the successors and assigns of Landlord and Tenant, except where the assignment is ineffective due to lack of Landlord's consent.

THE ELDEN STREET PLAYERS d/b/a
NEXTSTOP THEATRE COMPANY

Vicki Kile
Name: Vicki Kile
Title: President

TOWN OF HERNDON, VIRGINIA

By:_____
Sheila A. Olem
Mayor

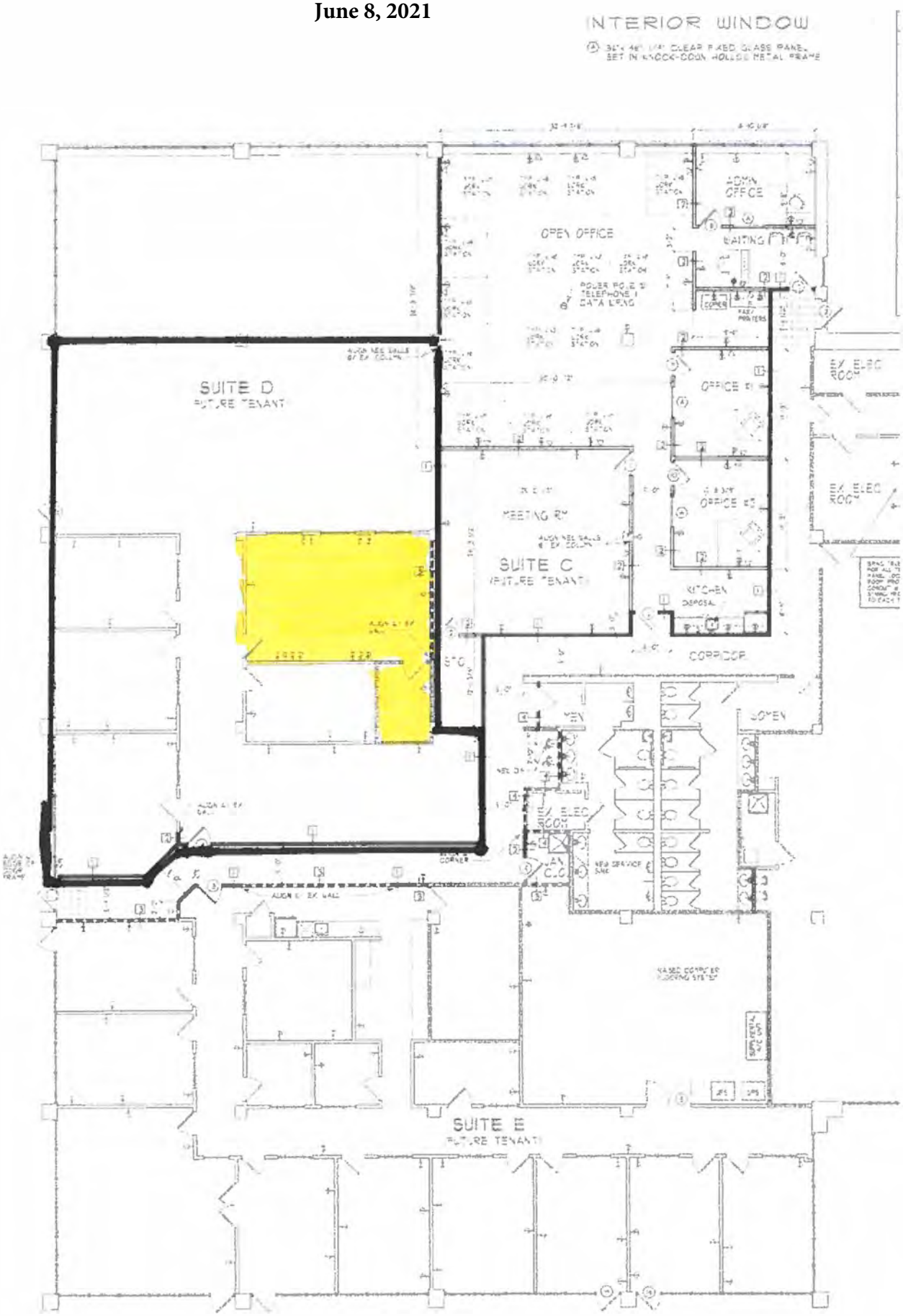
ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Lesa J. Yeatts
Town Attorney

Exhibit A
June 8, 2021



1 A2 PROPOSED FLOOR PLAN

TOWN OF HERNDON, VIRGINIA

RESOLUTION

JUNE 8, 2021

Resolution- **to ratify a Temporary License Agreement between the Town of Herndon and Green Lizard Cycling, LLC for use of public property or public right-of-way for temporary outdoor dining.**

WHEREAS, the Town of Herndon is the owner of the public property or right-of-way, including any adjacent sidewalks and green areas; and

WHEREAS, due to the COVID-19 pandemic, indoor dining service for businesses were prohibited or limited by Executive Orders of Governor Northam; and

WHEREAS, pursuant to the Governor's Executive Orders, as amended; and Ordinance 20-O-23, Continuity of Governmental Operations during Pandemic Disaster (COVID-19), as amended, the Town Manager was authorized to approve temporary license agreements for use of public property or public right-of-way for temporary outdoor dining.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia hereby ratifies the temporary license agreement dated May 10, 2021 between the Town of Herndon and **Green Lizard Cycling, LLC** use of public property or public right-of-way for temporary outdoor dining at 718 Lynn Street, Herndon.

TOWN OF Herndon VIRGINIA

APPLICATION FOR TEMPORARY LICENSE AGREEMENT

Temporary Outdoor Dining on Town Property

Temporary License # OD-001B

Application Date: 4/26/21

Property Address: 718 Lynn Street Herndon VA 20170

Establishment Name: Green Lizard Cycling

Hours of Operation: Monday 8 AM - 6 pm ; Tuesday 8 AM - 6 pm ; Wednesday 8 AM - 6 pm

Thursday 8 AM - 6 pm ; Friday 8 AM - 6 pm ; Saturday 7 AM - 6 pm ; Sunday 7 AM - 6 pm

Applicant Information (Principal Operator of dining establishment):

Name: DAVE MEYER

Telephone No.: 703-707-2453 Email Address: dave@greenlizardcycling.com

Are you the property owner? Yes____ No X

Property Owner Information (if applicant is not the property owner)):

Name(s): Arthur NACHMAN - NACHMAN Partnership LL

Mailing Address: 720 Lynn St.
Herndon VA 20170

Telephone No.: 703-864-2900 Email Address: bignacky@aol.com

Required Town Approvals

Zoning Administrator Approval: ***Date:*** 4/30/2021

Deputy Dir. Public Works Approval: Tammy L Chastain ***Date:*** 5/10/2021

REQUIRED APPLICATION SUBMISSION MATERIALS

☑ Written authorization or signature from the property owner if the principal operator is not the property owner;

☑ A plan which clearly shows the following:

- dimensions showing the layout and arrangement of the proposed outdoor seating area, including its overall dimensions, aisle widths, access to the adjacent building and restrooms, the locations of chairs, tables, umbrellas, barriers, and all other appurtenances to be located within the boundaries of the proposed outdoor seating area.
- If outdoor dining is located in a designated parking area, please show the location of available parking and identify traffic control measures.

- Number, location, and size of tents. If multiple tents, include the aggregate square footage.

☐ Number and type of heaters.

- Heaters and tents must be in compliance with the Fairfax County Office of the Fire Marshal Guidelines https://www.fairfaxcounty.gov/fire-ems/fire-marshal and Town of guidelines dated November 6,2020, as amended.

☑ A copy of the Capacity Certificate for the establishment.

☑ Certificate of Insurance showing that the Town of Herndon and its employees, volunteers, and agents have been added as additional insureds to the applicants' Business Liability Insurance and, if applicable, Liquor Liability Insurance.

- The endorsement to the policy showing that the Town et al. has been added to the policy is also required.

☑ If alcohol will be served on site, a copy of Virginia ABC license.

☑ Pictures (2-3) of the location of the outdoor dining.

CONDITIONS OF TEMPORARY OUTDOOR DINING LICENSE ON TOWN PROPERTY

1. Temporary outdoor dining area:
   a. Must be located directly adjacent to the establishment, or a location within 100' of the establishment;
   c. Concrete barriers, provided by the town, are required on town property used for outdoor dining;
   d. Any modification to the approved plan must be submitted and approved;
   e. The proposed dining operation and location will not significantly interfere with pedestrian traffic or otherwise constitute a health and safety risk;
   f. Any proposed lighting must be approved by the town and any cables must be secured so as not to create a tripping hazard.
2. Must comply with all applicable Governor's Executive Orders, as amended, local Fire Marshall, and Building Code requirements.
3. A copy of this license must be kept on site at all times and a copy of the capacity certificate must be on display at all times.
4. Hours of operation shall be limited to between 6 am and 11 pm.
5. No other uses are permitted within the Temporary Outdoor Dining Area; including, but not limited to, live entertainment.
6. No pets are permitted in Temporary Outdoor Dining Areas, except service animals.
7. Cooking or food prep is not permitted in Temporary Outdoor Dining Areas unless approved by the Fairfax County Health Department and Fire Marshall.
8. Businesses are responsible for property disposing of all trash in approved private refuse containers.
9. This license agreement shall expire on November 30, 2021.

Please note:

- To be valid, the following Agreement requires ratification by the Herndon Town Council pursuant to Ordinance 20-O-23.

- Following the applicant's signature, the Agreement will be placed on the next available Town Council agenda for ratification.

- You will be notified following the Council meeting if the Agreement is NOT ratified.

- Any tables, chairs or temporary barriers placed in advance of ratification must be removed if Town Council does NOT ratify the Agreement.

TEMPORARY LICENSE AGREEMENT – WHEN LOCATED ON <u>TOWN PROPERTY</u>

THIS TEMPORARY LICENSE AGREEMENT (the "Agreement"), is made as of the date it is signed by the Herndon Town Manager (the "Effective Date"), by and between the TOWN OF HERNDON, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (the "Town") and Grassroots Cycling (the "Applicant") (collectively, the "Parties").

WHEREAS, the Town is the owner of the public property or right-of-way, including any adjacent sidewalks and green areas (the "Property"), as shown on EXHIBIT A – LICENSED AREA of the TEMPORARY OUTDOOR DINING PERMIT (the "Permit") attached hereto;

WHEREAS, due to the COVID-19 pandemic, indoor dining service for Applicant's business has been prohibited or limited by Executive Orders of Governor Northam; and

WHEREAS, the Parties desire to allow Applicant to enter upon the Property for the purpose of outdoor seating and dining (the "Use") in conjunction with the Applicant's business during the Term, as defined herein.

NOW, THEREFORE, that for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

1. The Town hereby grants Applicant temporary use of the property for the purposes described in the permit.

2. This Agreement shall expire on November 30, 2021.

3. The applicant shall comply with the terms of the Permit and all applicable town, state, and federal laws and regulations and maintaining at all times any other permit(s) required under applicable law for the use.

4. The parties expressly agree and contract that there shall be no fee for the use of the Town property during this term only.

5. The permission to use the Property granted by this agreement is nonexclusive in nature, and the Town reserves the right to make concurrent use of the Property.

6. Applicant hereby assumes all risk of damage by reason of its occupation of the property caused by any defects therein or activity occurring thereon, whether caused by the negligence of the Town, its officers, agents, or employees, or otherwise, and the applicant hereby agrees to hold harmless and indemnify the Town, its officers, agents, and employees, from and against any such liability for such damage or injury to the extent permitted under the laws of the Commonwealth of Virginia.

7. Applicant shall secure, provide and maintain insurance to protect the Town of such type and in such amount as is described below naming the Town as an additional insured. This agreement shall not take effect until evidence of insurance is provided to the Town and

the Town gives the applicant written confirmation that the type and amount of insurance is accepted.

Insurance limits shall not be less than the following amounts:
Commercial General Liability – Combined single limit of at least $1,000,000 per occurrence and $2,000,000 general aggregate. Policy shall be endorsed to name the Town as an additional insured.
Liquor Liability (if applicable) – $1,000,000. Policy shall be endorsed to name the Town as an additional insured.

The insurance required hereunder shall be maintained in effect during the duration of this Agreement. Insurance Policy(s) shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) calendar days advance notice thereof to the Town.

8. Termination: The Town may terminate this Agreement upon 24 hours notice to Applicant for cause.

9. This Agreement is subject to ratification by the Town Council for the Town of Herndon pursuant to Ordinance #20-O-23.

10. This Agreement, having been executed in the Commonwealth of Virginia, the construction and performance thereof or any dispute shall be governed by the laws of Virginia. Venue shall be proper in the County of Fairfax, Virginia.

11. This Agreement contains the entire and only agreement between the parties and it supersedes and merges all pre-existing agreements. Any representations, understandings, promises and any conditions not expressly incorporated herein shall not be binding upon either party or their respective successors in interest.

WITNESS the following signatures and seals: BUSINESS:

By: _____

Its: _____

TOWN OF HERNDON:

By: _____ May 10, 2021

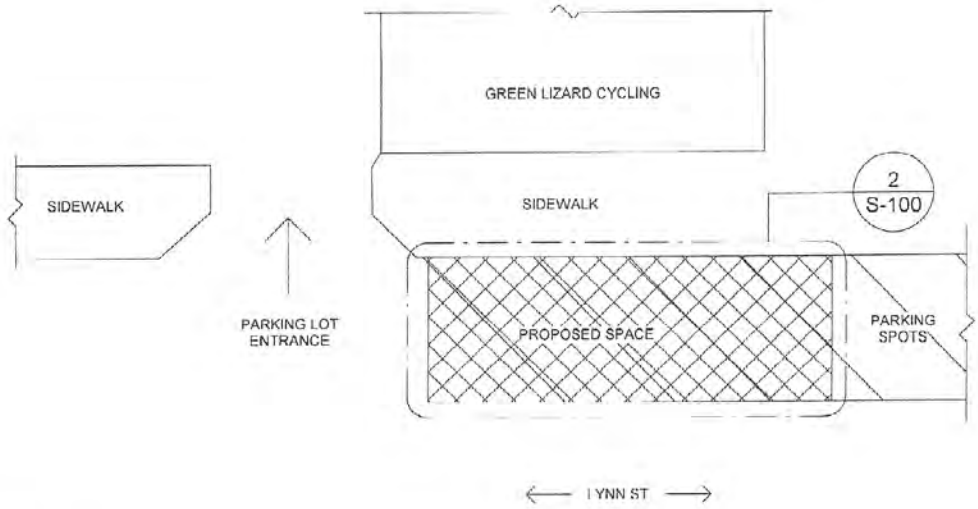
Town Manager ***Date***

Green Lizard Cycling
718 Lynn Street
Herndon VA, 20170
Owner Dave Meyer

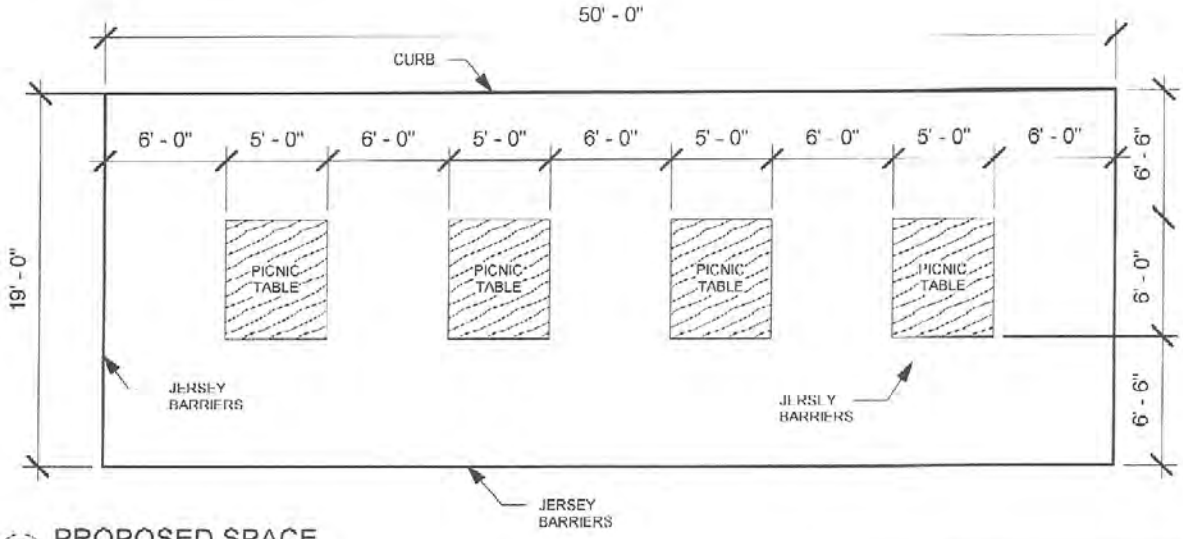
To whom it may concern:

The above applicant has my approval to apply for a temporary outdoor dining permit.

Sincerely,
Arthur Nachman
President
Nachman Partnership, LP
Property Owner



1 SITE
1" = 20'-0"



2 PROPOSED SPACE
1/8" = 1'-0"

Each Table supports 8 Customer = 32 outside Customer.

GLC	David Meyer Green Lizard Cycling	OUTDOOR SEATING	
		Project number 0024	S-100
		Date 08/05/2020	
		Drawn by DAM III	

From: Orrison, John |john.orrison@herndon-va.gov
Subject: RE: Occupancy Permit - 718 Lynn Street
Date: May 28, 2020 at 12:02 PM
To: Building Inspections buildinginspections@herndon-va.gov
Cc: Holste, Dennis Dennis.Holste@herndon-va.gov, dam@greenlizardcycling.com

Our records reflect an occupant load of 50 for 718 Lynn Street, Green Lizard Cycling. This is base on permit 13-13.

Sent from Mail for Windows 10

From: Building Inspections <buildinginspections@herndon-va.gov>
Sent: Thursday, May 28, 2020 10:44:35 AM
To: Orrison, John <john.orrison@herndon-va.gov>
Cc: Holste, Dennis <Dennis.Holste@herndon-va.gov>; dam@greenlizardcycling.com <dam@greenlizardcycling.com>
Subject: FW: Occupancy Permit - 718 Lynn Street

John:

Can you please respond to the email below?

Thanks!

Sue

Sue Jaston
Department of Public Works
703-435-6850 (Building Inspections)
703-435-6853 (Public Works)

www.herndon-va.gov

TOWN OF
Herndon
DEPARTMENT OF PUBLIC WORKS

From: Holste, Dennis <Dennis.Holste@herndon-va.gov>
Sent: Thursday, May 28, 2020 10:39 AM
To: Building Inspections <buildinginspections@herndon-va.gov>
Cc: dam@greenlizardcycling.com
Subject: Occupancy Permit - 718 Lynn Street

Good Morning,

Mr. Meyer is working on his application for a temporary outdoor dining permit. He is

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

HRI Associates
718 Pine Street
Herndon VA 20170

CONTACT NAME: Lori VanBuskirk
PHONE (A/C, No, Ext): (703) 435-3500 FAX (A/C, No): (703) 481-0234
E-MAIL ADDRESS: certificates@hriassociates.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Cincinnati Insurance Company	10677
INSURER B :	Hartford Accident and Indemnity Company	22357
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Green Lizard Cycling, LLC
718 Lynn St.
Herndon, VA 20170

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		ECP 035 26 65	12/15/2020	12/15/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Liquor Liability	$ 2000000 $ 2000000 $ 5000 $ 2000000 $ 4000000 $ 4000000 $ 1000000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			ECP 035 26 65	12/15/2020	12/15/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2000000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ None			ECP 035 26 65	12/15/2020	12/15/2021	EACH OCCURRENCE AGGREGATE	$ 1000000 $ 1000000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		42 WEC CM5330	4/20/2021	4/20/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100000 $ 100000 $ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Herndon is additional insured with respects to general liability and liquor liability, when required by written contract. 30 day notice of cancellation or non-renewal applies.

CERTIFICATE HOLDER

Town of Herndon
777 Lynn St.
Herndon VA 20170

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lori VanBuskirk

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Virginia Alcoholic Beverage Control Authority

2901 Hermitage Road • P.O. Box 27491 • Richmond, VA 23261-7491 • www.abc.virginia.gov

License Number:

090385

ABC LICENSE

LicenseType(s):

Beer On and Off Premises/Delivery Permit

Effective Period: **OCT 01, 2020 TO SEP 30, 2021**

Expiration Date: **SEP 21**

License Name & Trade Address:

Green Lizard Cycling LLC
Green Lizard Cycling
718 Lynn St
Herndon VA 20170-4601

Establishment Type: **Restaurant**

Telephone Numbers: ***(703) 707-2453***

Fairfax County - TERRITORY # 70
Alexandria - Region 4
(703) 313-4432

By Order of the Alcoholic Beverage Control Board

Maria K. Everett

Chair

License Privileges and Instructions

The privilege(s) of this license is (are) hereby granted by the Virginia Alcoholic Beverage Control Board to the Licensee named above to operate in accordance with the terms of the license herein designated and the applicable statues of the Commonwealth of Virginia and regulations of the Board.

The privilege(s) conferred by this license, except banquet licenses and mixed beverage special event licenses, shall continue until the last day of the twelfth month next ensuring or the last day of the designated month of expiration, and thereafter year to year provided no cause exists for which the Board would be entitled to refuse to issue the license or until terminated by operation of law, voluntary surrender, Order of the Board, or failure to pay the required license tax or penalties. License periods may be adjusted as necessary to maintain distribution of annual license reissuances as equally as practicable on a monthly basis.

This license may be suspended or revoked in accordance with the Virginia Alcoholic Beverage Control Act or the Mixed Beverage Laws, whichever is applicable.

Please detach the above license which must be posted in a conspicuous place in the establishment. You may keep the bottom portion for reference.

A separate receipt may be obtained from the Board, if desired, in the event this license is terminated and returned to the Board.

Any questions relative to the issuance, privileges and maintenance of your ABC license should be addressed to your local ABC office.

GREEN LIZARD CYCLING LLC
GREEN LIZARD CYCLING
718 LYNN ST
HERNDON VA 20170-4601

Form 805-84
Rev. 6/18

GREEN LIZARD
CYCLING
VeloLabs
CYCLING STUDIO

GREEN LIZARD
CYCLING
VeloLabs
Herndon

TOWN OF HERNDON, VIRGINIA

RESOLUTION

JUNE 8, 2021

Resolution- **to ratify a Temporary License Agreement between the Town of Herndon and Teryanna, LLC dba Mile 20 at Mediterranean Breeze for use of public property or public right-of-way for temporary outdoor dining.**

WHEREAS, the Town of Herndon is the owner of the public property or right-of-way, including any adjacent sidewalks and green areas; and

WHEREAS, due to the COVID-19 pandemic, indoor dining service for businesses were prohibited or limited by Executive Orders of Governor Northam; and

WHEREAS, pursuant to the Governor's Executive Orders, as amended; and Ordinance 20-O-23, Continuity of Governmental Operations during Pandemic Disaster (COVID-19), as amended, the Town Manager was authorized to approve temporary license agreements for use of public property or public right-of-way for temporary outdoor dining.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia hereby ratifies the temporary license agreement dated May 10, 2021 between the Town of Herndon and **Teryanna, LLC dba Mile 20 at Mediterranean Breeze** for use of public property or public right-of-way for temporary outdoor dining at 781 Station Street, Herndon.

TOWN OF Herndon VIRGINIA

APPLICATION FOR TEMPORARY LICENSE AGREEMENT

Temporary Outdoor Dining on Town Property

Temporary License # OD-003B

Application Date: _4/27/2021_____

Property Address: ___781 Station street Herndon, VA 20170_____

Establishment Name: Teryanna, LLC T/A Mile 20 at Mediterranean Breeze _____

Hours of Operation: Monday___Closed_; Tuesday____3pm–10pm___; Wednesday__3pm–10pm _____

Thursday_3pm–10pm ___; Friday_3pm–11pm ___; Saturday_Noon – 11 pm__; Sunday_Noon – 10pm___

Applicant Information (Principal Operator of dining establishment):

Name: _____Phillip Orme _____

Telephone No.: __(301) 641-0222_____ Email Address: ___medbreezeva@yahoo.com_____

Are you the property owner? Yes_____ No__X_____

Property Owner Information (if applicant is not the property owner)):

Name(s): _____James building Development LLC – Steven J. Mitchell / Mgr_____

Mailing Address: ___1291 Monroe Street Herndon, VA 20170 _____

_____

Telephone No.: ___703-966-2576_____ Email Address: ____monroe1291@aol.com_____

Required Town Approvals

Zoning Administrator Approval: David Stromberg **Date:** 5/7/2021

Deputy Dir. Public Works Approval: Tammy L Chastain **Date:** 5/10/2021

REQUIRED APPLICATION SUBMISSION MATERIALS

☑ Written authorization or signature from the property owner if the principal operator is not the property owner;

☑ A plan which clearly shows the following:

- dimensions showing the layout and arrangement of the proposed outdoor seating area, including its overall dimensions, aisle widths, access to the adjacent building and restrooms, the locations of chairs, tables, umbrellas, barriers, and all other appurtenances to be located within the boundaries of the proposed outdoor seating area.
- If outdoor dining is located in a designated parking area, please show the location of available parking and identify traffic control measures.

- Number, location, and size of tents. If multiple tents, include the aggregate square footage.

☐ Number and type of heaters. N/A -

- Heaters and tents must be in compliance with the Fairfax County Office of the Fire Marshal Guidelines https://www.fairfaxcounty.gov/fire-ems/fire-marshal and Town of guidelines dated November 6,2020, as amended.

☑ A copy of the Capacity Certificate for the establishment.

☑ Certificate of Insurance showing that the Town of Herndon and its employees, volunteers, and agents have been added as additional insureds to the applicants' Business Liability Insurance and, if applicable, Liquor Liability Insurance.

- The endorsement to the policy showing that the Town et al. has been added to the policy is also required.

☑ If alcohol will be served on site, a copy of Virginia ABC license.

☑ Pictures (2-3) of the location of the outdoor dining.

CONDITIONS OF TEMPORARY OUTDOOR DINING LICENSE ON TOWN PROPERTY

1. Temporary outdoor dining area:
   a. Must be located directly adjacent to the establishment, or a location within 100' of the establishment;
   c. Concrete barriers, provided by the town, are required on town property used for outdoor dining;
   d. Any modification to the approved plan must be submitted and approved;
   e. The proposed dining operation and location will not significantly interfere with pedestrian traffic or otherwise constitute a health and safety risk;
   f. Any proposed lighting must be approved by the town and any cables must be secured so as not to create a tripping hazard.
2. Must comply with all applicable Governor's Executive Orders, as amended, local Fire Marshall, and Building Code requirements.
3. A copy of this license must be kept on site at all times and a copy of the capacity certificate must be on display at all times.
4. Hours of operation shall be limited to between 6 am and 11 pm.
5. No other uses are permitted within the Temporary Outdoor Dining Area; including, but not limited to, live entertainment.
6. No pets are permitted in Temporary Outdoor Dining Areas, except service animals.
7. Cooking or food prep is not permitted in Temporary Outdoor Dining Areas unless approved by the Fairfax County Health Department and Fire Marshall.
8. Businesses are responsible for property disposing of all trash in approved private refuse containers.
9. This license agreement shall expire on November 30, 2021.

Please note:

- To be valid, the following Agreement requires ratification by the Herndon Town Council pursuant to Ordinance 20-O-23.

- Following the applicant's signature, the Agreement will be placed on the next available Town Council agenda for ratification.

- You will be notified following the Council meeting if the Agreement is NOT ratified.

- Any tables, chairs or temporary barriers placed in advance of ratification must be removed if Town Council does NOT ratify the Agreement.

TEMPORARY LICENSE AGREEMENT – WHEN LOCATED ON TOWN PROPERTY

THIS TEMPORARY LICENSE AGREEMENT (the "Agreement"), is made as of the date it is signed by the Herndon Town Manager (the "Effective Date"), by and between the TOWN OF HERNDON, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (the "Town") and Teryanna, LLC TA Mile 20 at Mediterranean Breeze (the "Applicant") (collectively, the "Parties").

WHEREAS, the Town is the owner of the public property or right-of-way, including any adjacent sidewalks and green areas (the "Property"), as shown on EXHIBIT A – LICENSED AREA of the TEMPORARY OUTDOOR DINING PERMIT (the "Permit") attached hereto;

WHEREAS, due to the COVID-19 pandemic, indoor dining service for Applicant's business has been prohibited or limited by Executive Orders of Governor Northam; and

WHEREAS, the Parties desire to allow Applicant to enter upon the Property for the purpose of outdoor seating and dining (the "Use") in conjunction with the Applicant's business during the Term, as defined herein.

NOW, THEREFORE, that for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

1. The Town hereby grants Applicant temporary use of the property for the purposes described in the permit.

2. This Agreement shall expire on November 30, 2021.

3. The applicant shall comply with the terms of the Permit and all applicable town, state, and federal laws and regulations and maintaining at all times any other permit(s) required under applicable law for the use.

4. The parties expressly agree and contract that there shall be no fee for the use of the Town property during this term only.

5. The permission to use the Property granted by this agreement is nonexclusive in nature, and the Town reserves the right to make concurrent use of the Property.

6. Applicant hereby assumes all risk of damage by reason of its occupation of the property caused by any defects therein or activity occurring thereon, whether caused by the negligence of the Town, its officers, agents, or employees, or otherwise, and the applicant hereby agrees to hold harmless and indemnify the Town, its officers, agents, and employees, from and against any such liability for such damage or injury to the extent permitted under the laws of the Commonwealth of Virginia.

7. Applicant shall secure, provide and maintain insurance to protect the Town of such type and in such amount as is described below naming the Town as an additional insured. This agreement shall not take effect until evidence of insurance is provided to the Town and

the Town gives the applicant written confirmation that the type and amount of insurance is accepted.

Insurance limits shall not be less than the following amounts:
Commercial General Liability – Combined single limit of at least $1,000,000 per occurrence and $2,000,000 general aggregate. Policy shall be endorsed to name the Town as an additional insured.
Liquor Liability (if applicable) – $1,000,000. Policy shall be endorsed to name the Town as an additional insured.

The insurance required hereunder shall be maintained in effect during the duration of this Agreement. Insurance Policy(s) shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) calendar days advance notice thereof to the Town.

8. Termination: The Town may terminate this Agreement upon 24 hours notice to Applicant for cause.

9. This Agreement is subject to ratification by the Town Council for the Town of Herndon pursuant to Ordinance #20-O-23.

10. This Agreement, having been executed in the Commonwealth of Virginia, the construction and performance thereof or any dispute shall be governed by the laws of Virginia. Venue shall be proper in the County of Fairfax, Virginia.

11. This Agreement contains the entire and only agreement between the parties and it supersedes and merges all pre-existing agreements. Any representations, understandings, promises and any conditions not expressly incorporated herein shall not be binding upon either party or their respective successors in interest.

WITNESS the following signatures and seals: BUSINESS:

By: Phillis L Anne

Its: Owner

TOWN OF HERNDON:

By: Wm. Ross Ward

May 10, 2021

Town Manager ***Date***

April 23, 2021

This will confirm that James Building Development, LLC, hereby authorizes Teryanna, LLC dba Mile 20 at Mediterranean Breeze the outdoor portion of the premises including the adjacent parking lot through December 31, 2021.

Sincerely,

Steven D. Mitchell, Managing Member

Google Maps

105' Fence line along the bushes

- 6ft wide walkway down the side of dominion Animal hospital for walk through people
- 17' x 9' each Parking Spot

[redacted]

[redacted]

Home
[redacted]

Work
[redacted]

Coronavirus (COVID-19)
Get local info & updates

- 6' to 8' long Benches in every other parking Spot to give 8'-10' foot gap Between each table.
- Then in diagonal layout of spot w/ picnic table in open area between the rows of parking spaces.

Search this area

75°

TOWN OF HERNDON

VIRGINIA

DEPARTMENT OF PUBLIC WORKS

BUILDING INSPECTIONS

MAXIMUMS APPROVED

SECTION 1008.1 BOCA CODE AS ADOPTED BY THE VIRGINIA UNIFORM STATEWIDE BUILDING CODE

LIVE LOAD _____ LBS. PER SQ FT.

OCCUPANCY LOAD 185 SEATING PERSONS

USE GROUP A-2

CONST. TYPE 5-B

FOR MEDITERRANEN BREEZE RESTURANT

781 STATION STREET

APPROVED 6/1/05

John O'Neill

BUILDING INSPECTOR

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cushman Insurance Agency, Inc.
5160 Parkstone Drive
Suite 130
Chantilly, VA 20151

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Southern Insurance Companies of VA	A0605
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Mediterranean Breeze II Teryanne LLC
781 Station Street
Herndon, VA 20170

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	✓ COMMERCIAL GENERAL LIABILITY			BSS9228139	07/12/2020	07/12/2021	EACH OCCURRENCE	$	2,000,000
	☐ CLAIMS-MADE ☑ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$	2,000,000
	✓ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$	4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$	4,000,000
							liquor liability	$	2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	
	ANY AUTO						BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$	
	DED / RETENTION $							$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$	
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	
							E.L. DISEASE - POLICY LIMIT	$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Herndon & its employees, volunteers and agents are listed as an additional insured per written contract. RE outdoor seating.

CERTIFICATE HOLDER

Town of Herndon
777 Lynn St
Herndon, VA 20170

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

VIRGINIA ALCOHOLIC BEVERAGE CONTROL AUTHORITY
2901 Hermitage Road · P O Box 27491 · Richmond VA 23261-7491

License Number: **39202**

ABC LICENSE

License Type(s):	*Effective Period*	*Expiration Date*
Wine and Beer On and Off Premises/Delivery Permit	**MAY 01, 2021 TO APR 30, 2022**	**APR 22**
Mixed Beverage Restaurant (Seating Capacity - over 150 seats)	**MAY 01, 2021 TO APR 30, 2022**	**APR 22**

License Name & Trade Address:

Teryanna LLC
Mile 20 at Mediterranean Breeze
781 Station St
Herndon VA 20170-4607

Establishment Type: **Restaurant**
Telephone Numbers: 703-435-4495
301-641-0222

Fairfax County - TERRITORY # 70
Alexandria - Region 4
703-313-4432

By Order of Alcoholic Beverage Control Board

Maria K Everett

Chair

License Privileges and Instructions

The privilege(s) of this license is (are) hereby granted by the Virginia Alcoholic Beverage Control Board to the Licensee named above to operate in accordance with the terms of the license herein designated and the applicable statutes of the Commonwealth of Virginia and regulations of the Board.

The privilege(s) conferred by this license, except banquet licenses and mixed beverage special event licenses, shall continue until the last day of the twelfth month next ensuing or the last day of designated month of expiration, and thereafter year to year provided no cause exists for which the Board would be entitled to refuse to issue the license or until terminated by the operation of the law, voluntary surrender, Order of the Board, or failure to pay the required license tax or penalties. License periods may be adjusted as necessary to maintain distribution of annual license reissuance as equally as practicable on a monthly basis.

This license may be suspended or revoked in accordance with the Virginia Alcoholic Beverage Control Act or the Mixed Beverage Laws, whichever is applicable.
Please detach the above license which must be posted in a conspicuous place in the establishment. You may keep the bottom portion for reference.

A separate receipt may be obtained from the Board, if desired, in the event this license is terminated and returned to the Board.

Any questions relative to the issuance, privileges and maintenance of your ABC license should be addressed to your local ABC office.

Teryanna LLC
Mile 20 at Mediterranean Breeze
781 Station St
Herndon VA 20170-4607

TOWN OF HERNDON, VIRGINIA

RESOLUTION

JUNE 8, 2021

Resolution- **to ratify a Temporary License Agreement between the Town of Herndon and Feral, LTD dba Russia House Restaurant for use of public property or public right-of-way for temporary outdoor dining.**

WHEREAS, the Town of Herndon is the owner of the public property or right-of-way, including any adjacent sidewalks and green areas; and

WHEREAS, due to the COVID-19 pandemic, indoor dining service for businesses were prohibited or limited by Executive Orders of Governor Northam; and

WHEREAS, pursuant to the Governor's Executive Orders, as amended; and Ordinance 20-O-23, Continuity of Governmental Operations during Pandemic Disaster (COVID-19), as amended, the Town Manager was authorized to approve temporary license agreements for use of public property or public right-of-way for temporary outdoor dining.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia hereby ratifies the temporary license agreement dated May 3, 2021 between the Town of Herndon and **Feral, LTD dba Russia House Restaurant** for use of public property or public right-of-way for temporary outdoor dining at 724 Pine Street, Herndon.

TOWN OF Herndon VIRGINIA

APPLICATION FOR TEMPORARY LICENSE AGREEMENT

Temporary Outdoor Dining on Town Property

Application Date: 04/30/2021

Temporary License # OD-005

Property Address: 724 Pine Street, Herndon, VA. 20170
Establishment Name: RUSSIA HOUSE Restaurant
Hours of Operation: Monday 5:30 To 10:00 Tuesday 5:30 To 10:00 Wednesday 5:30 To 10:00
Thursday 5:30 To 10:00 Friday 5:30 To 10:00 Saturday 5:30 To 10:00 Sunday 5:30 To 10:00
Applicant Information (Principal Operator of dining establishment):
Name: Ali Darugar
Telephone No.: 703-787-8880 Email Address: alidarugar@gmail.com
Are you the property owner? No Yes ____ No ✓
Property Owner Information (if applicant is not the property owner)):
Name(s): Edgar Gutierrez
Mailing Address: 13575 Tabscott Drive
Chantilly, VA. 20151
Telephone No.: 571-331-8005 Email Address: primeservices_eg@yahoo.com
703-595-9540

Required Town Approvals

Zoning Administrator Approval: [signature] ***Date:*** 4/30/2021

Deputy Dir. Public Works Approval: Tammy L Chastain ***Date:*** 4/30/2021

REQUIRED APPLICATION SUBMISSION MATERIALS

- ☐ Written authorization or signature from the property owner if the principal operator is not the property owner;
- ☐ A plan which clearly shows the following:
  - ○ dimensions showing the layout and arrangement of the proposed outdoor seating area, including its overall dimensions, aisle widths, access to the adjacent building and restrooms, the locations of chairs, tables, umbrellas, barriers, and all other appurtenances to be located within the boundaries of the proposed outdoor seating area.
  - ○ If outdoor dining is located in a designated parking area, please show the location of available parking and identify traffic control measures.
  - ○ Number, location, and size of tents. If multiple tents, include the aggregate square footage.
- ☐ Number and type of heaters.
  - ○ Heaters and tents must be in compliance with the Fairfax County Office of the Fire Marshal Guidelines https://www.fairfaxcounty.gov/fire-ems/fire-marshal and Town of guidelines dated November 6,2020, as amended.
- ☐ A copy of the Capacity Certificate for the establishment.
- ☐ Certificate of Insurance showing that the Town of Herndon and its employees, volunteers, and agents have been added as additional insureds to the applicants' Business Liability Insurance and, if applicable, Liquor Liability Insurance.
  - ○ The endorsement to the policy showing that the Town et al. has been added to the policy is also required.
- ☐ If alcohol will be served on site, a copy of Virginia ABC license.
- ☐ Pictures (2-3) of the location of the outdoor dining.

CONDITIONS OF TEMPORARY OUTDOOR DINING LICENSE ON TOWN PROPERTY

1. Temporary outdoor dining area:
   a. Must be located directly adjacent to the establishment, or a location within 100' of the establishment;
   c. Concrete barriers, provided by the town, are required on town property used for outdoor dining;
   d. Any modification to the approved plan must be submitted and approved;
   e. The proposed dining operation and location will not significantly interfere with pedestrian traffic or otherwise constitute a health and safety risk;
   f. Any proposed lighting must be approved by the town and any cables must be secured so as not to create a tripping hazard.
2. Must comply with all applicable Governor's Executive Orders, as amended, local Fire Marshall, and Building Code

requirements.

3. A copy of this license must be kept on site at all times and a copy of the capacity certificate must be on display at all times.
4. Hours of operation shall be limited to between 6 am and 11 pm.
5. No other uses are permitted within the Temporary Outdoor Dining Area; including, but not limited to, live entertainment.
6. No pets are permitted in Temporary Outdoor Dining Areas, except service animals.
7. Cooking or food prep is not permitted in Temporary Outdoor Dining Areas unless approved by the Fairfax County Health Department and Fire Marshall.
8. Businesses are responsible for property disposing of all trash in approved private refuse containers.
9. This license agreement shall expire on November 30, 2021.

Please note:

- To be valid, the following Agreement requires ratification by the Herndon Town Council pursuant to Ordinance 20-O-23.
- Following the applicant's signature, the Agreement will be placed on the next available Town Council agenda for ratification.
- You will be notified following the Council meeting if the Agreement is NOT ratified.
- Any tables, chairs or temporary barriers placed in advance of ratification must be removed if Town Council does NOT ratify the Agreement.

TEMPORARY LICENSE AGREEMENT – WHEN LOCATED ON TOWN PROPERTY

THIS TEMPORARY LICENSE AGREEMENT (the "Agreement"), is made as of the date it is signed by the Herndon Town Manager (the "Effective Date"), by and between the TOWN OF HERNDON, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (the "Town") and ALI DARUGAR RUSSIA HOUSE RESTAURANT (the "Applicant") (collectively, the "Parties").

WHEREAS, the Town is the owner of the public property or right-of-way, including any adjacent sidewalks and green areas (the "Property"), as shown on EXHIBIT A – LICENSED AREA of the TEMPORARY OUTDOOR DINING PERMIT (the "Permit") attached hereto;

WHEREAS, due to the COVID-19 pandemic, indoor dining service for Applicant's business has been prohibited or limited by Executive Orders of Governor Northam; and

WHEREAS, the Parties desire to allow Applicant to enter upon the Property for the purpose of outdoor seating and dining (the "Use") in conjunction with the Applicant's business during the Term, as defined herein.

NOW, THEREFORE, that for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

1. The Town hereby grants Applicant temporary use of the property for the purposes described in the permit.

2. This Agreement shall expire on November 30, 2021.

3. The applicant shall comply with the terms of the Permit and all applicable town, state, and federal laws and regulations and maintaining at all times any other permit(s) required under applicable law for the use.

4. The parties expressly agree and contract that there shall be no fee for the use of the Town property during this term only.

5. The permission to use the Property granted by this agreement is nonexclusive in nature, and the Town reserves the right to make concurrent use of the Property.

6. Applicant hereby assumes all risk of damage by reason of its occupation of the property caused by any defects therein or activity occurring thereon, whether caused by the negligence of the Town, its officers, agents, or employees, or otherwise, and the applicant hereby agrees to hold harmless and indemnify the Town, its officers, agents, and employees, from and against any such liability for such damage or injury to the extent permitted under the laws of the Commonwealth of Virginia.

7. Applicant shall secure, provide and maintain insurance to protect the Town of such type and in such amount as is described below naming the Town as an additional insured. This agreement shall not take effect until evidence of insurance is provided to the Town and the Town gives the applicant written confirmation that the type and amount of insurance is accepted.

   Insurance limits shall not be less than the following amounts:
   Commercial General Liability – Combined single limit of at least $1,000,000 per occurrence and $2,000,000 general aggregate. Policy shall be endorsed to name the Town as an additional insured.
   Liquor Liability (if applicable) – $1,000,000. Policy shall be endorsed to name the Town as an additional insured.

   The insurance required hereunder shall be maintained in effect during the duration of this Agreement. Insurance Policy(s) shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) calendar days advance notice thereof to the Town.

8. Termination: The Town may terminate this Agreement upon 24 hours notice to Applicant for cause.

9. This Agreement is subject to ratification by the Town Council for the Town of Herndon pursuant to Ordinance #20-O-23.

10. This Agreement, having been executed in the Commonwealth of Virginia, the construction and performance thereof or any dispute shall be governed by the laws of Virginia. Venue shall be proper in the County of Fairfax, Virginia.

11. This Agreement contains the entire and only agreement between the parties and it supersedes and merges all pre-existing agreements. Any representations, understandings, promises and any conditions not expressly incorporated herein shall not be binding upon either party or their respective successors in interest.

WITNESS the following signatures and seals: BUSINESS:

By: _____

Its: _____

TOWN OF HERNDON:

By:

_____ May 3, 2021

Town Manager ***Date***

Department of Community Development

777 Lynn Street ● Herndon, VA 20170 ● (703) 787-7380

zoning.enforcement@herndon-va.gov

TOWN OF HERNDON, VIRGINIA
DEPARTMENT OF PUBLIC WORKS
BUILDING INSPECTIONS

MAXIMUMS APPROVED

SECTION 1004 INTERNATIONAL BUILDING CODE AS ADOPTED BY THE VIRGINIA UNIFORM STATEWIDE BUILDING CODE

LIVE LOAD 100 LBS. PER SQ FT.

OCCUPANCY LOAD 78 Tables & Chairs w/8 Bar Stools

USE GROUP A-2 Assembly Use , Restaurant

CONST. TYPE III-B ICC

FOR 724 Pine Street, Russia House Restaurant

APPROVED May 8, 2014

John Orrison

BUILDING OFFICIAL

Virginia Alcoholic Beverage Control Authority

2901 Hermitage Road • P.O. Box 27491 • Richmond, VA 23261-7491 • www.abc.virginia.gov

License Number:

084954

ABC LICENSE

LicenseType(s):	*Effective Period:*	*Expiration Date:*
Wine and Beer On and Off Premises	**MAY 01, 2021 TO APR 30, 2022**	**APR 22**
Mixed Beverage Restaurant (Seating Capacity - 1 to 100 seats)	**MAY 01, 2021 TO APR 30, 2022**	**APR 22**

License Name & Trade Address:

Feral Ltd
Russia House Restaurant
724 Pine St
Herndon VA 20170-4660

Establishment Type: **Restaurant**

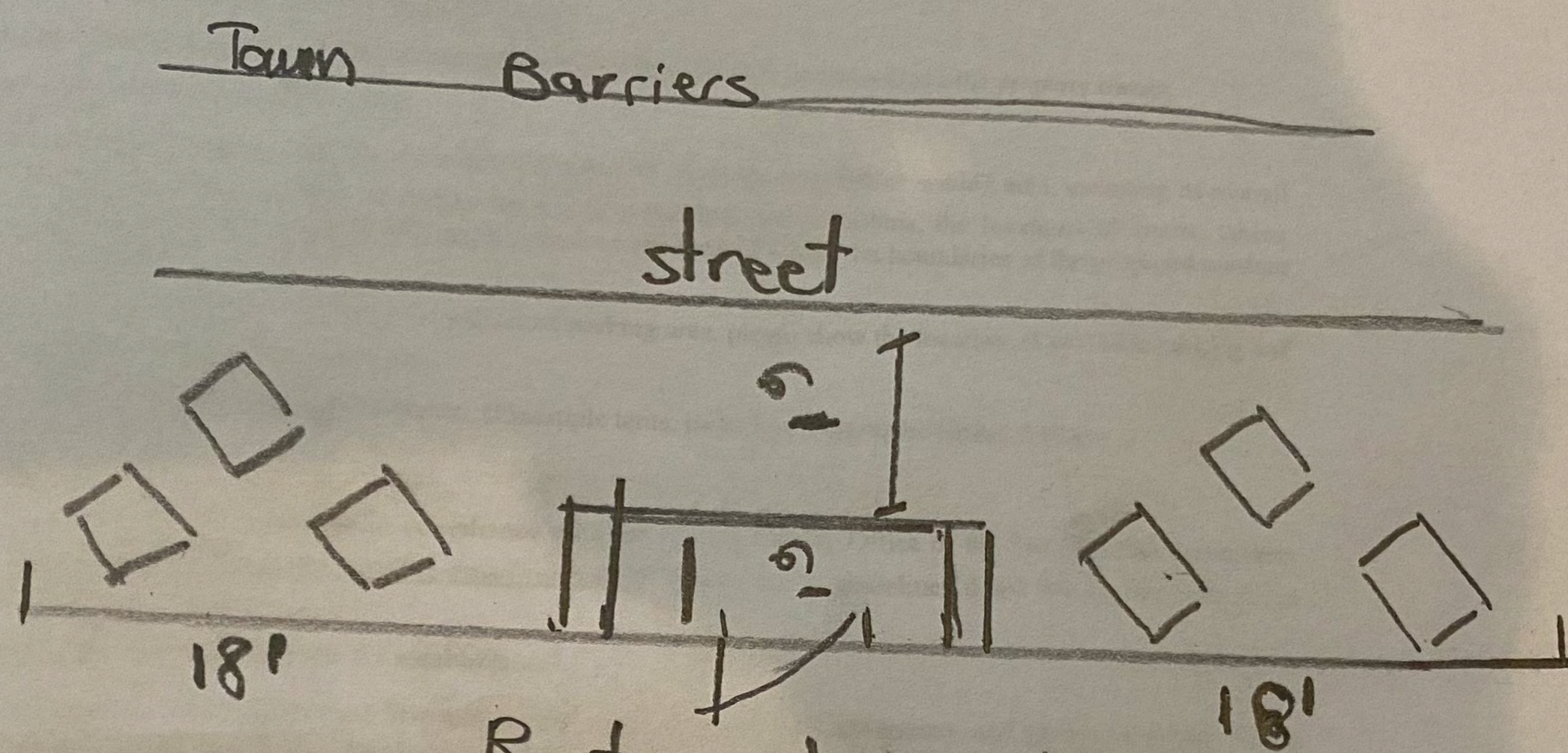
Telephone Numbers: ***(703) 787-8880***
(703) 531-9611

Fairfax County - TERRITORY # 70
Alexandria - Region 4
(703) 313-4432

By Order of the Alcoholic Beverage Control Board

Maria K Everett

Chair



Restouramt, RUSSIA HOUSE
724 Pine Street
Herndon, 20170

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/12/2021

PRODUCER
GRG INSURANCE AGENCY
GREGG GLOGOWSKI
404 PINE STREET SUITE 205
VIENNA, VA 22180
TEL:703-242-9302
FAX:703-242-9306

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
FERAL LTD
DBA: RUSSIA HOUSE RESTAURANT
724 PINE STREET
HERNDON, VA 20170
703-531-9611 EMAIL: ahdarugar@gmail.com

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: NATIONWIDE INSURANCE	23787
INSURER B: X	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	ACP 2404741723	11/01/20	11/01/21	EACH OCCURRENCE	$ 1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
		X POLICY 03 PRO-JECT X LOC					
X	X	AUTOMOBILE LIABILITY	X	X	X	COMBINED SINGLE LIMIT (Ea accident)	$ X
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS					
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		X HIRED AUTOS					
		X NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	ACP 2404741723	11/01/20	11/01/21	WC STATU-TORY LIMITS X OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE X INCL OFFICER/MEMBER EXCLUDED? EXCL				E.L. EACH ACCIDENT	$ 100,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 100,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
A		LIQUOR LIABILITY	ACP 2404741723	11/01/2020	11/01/2021	1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER ALSO LISTED AS ADDITIONAL INSURED

X
X
x
x
x
x

CERTIFICATE HOLDER

TOWN OF HERNDON
777 Lynn Street
Herndon ,VA. 20170

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Gregg R. Glogowski/GRG

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Russia House Restaurant
724
877
825

TOWN OF HERNDON, VIRGINIA

RESOLUTION

JUNE 8, 2021

Resolution- **to ratify a Temporary License Agreement between the Town of Herndon and Pine Street Restaurant, Inc. dba Zeffirelli Ristaurante Italiano for use of public property or public right-of-way for temporary outdoor dining.**

WHEREAS, the Town of Herndon is the owner of the public property or right-of-way, including any adjacent sidewalks and green areas; and

WHEREAS, due to the COVID-19 pandemic, indoor dining service for businesses were prohibited or limited by Executive Orders of Governor Northam; and

WHEREAS, pursuant to the Governor's Executive Orders, as amended; and Ordinance 20-O-23, Continuity of Governmental Operations during Pandemic Disaster (COVID-19), as amended, the Town Manager was authorized to approve temporary license agreements for use of public property or public right-of-way for temporary outdoor dining.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia hereby ratifies the temporary license agreement dated May 20, 2021 between the Town of Herndon and **Pine Street Restaurant, Inc. dba Zeffirelli Ristaurante Italiano** of public property or public right-of-way for temporary outdoor dining at 728 Pine Street, Herndon.

TOWN OF Herndon VIRGINIA

APPLICATION FOR TEMPORARY LICENSE AGREEMENT

Temporary Outdoor Dining on Town Property

Temporary License # OD-006

Application Date: 5/01/2021

Property Address: 728 PINE STREET, HERNDON, VA. 20170

Establishment Name: ZEFFIRELLI RISTAURANTE ITALIANO

Hours of Operation: Monday LUNCH 11:30AM TO 2:30PM DINNER 5:00PM TO 10:00PM ; Tuesday LUNCH 11:30AM TO 2:30PM DINNER 5:00PM TO 10:00PM; Wednesday LUNCH 11:30AM TO 2:30PM DINNER 5:00PM TO 10:00PM; Thursday; LUNCH 11:30AM TO 2:30PM DINNER 5:00PM TO 10:00PM; Friday LUNCH 11:30AM TO 2:30PM DINNER 5:00PM TO 10:30PM; Saturday LUNCH CLOSED - DINNER 5:00PM TO 10:30PM; Sunday LUNCH CLOSED - DINNER 5:00PM TO 10:00PM

Applicant Information (Principal Operator of dining establishment):

Name: SYED Z. HUSSAIN

Telephone No.: (703) 508-7769 Email Address: ZEFL@AOL.COM

Are you the property owner? Yes X No_____

Property Owner Information (if applicant is not the property owner)):

Name(s): SYED Z. HUSSAIN

Mailing Address: 728 PINE STREET, HERNDON, VA. 20170

Telephone No.: (703) 508-7769 Email Address: ZEFL@AOL.COM

Required Town Approvals

Zoning Administrator Approval: David Stromberg **Date:** 5/5/2021

Deputy Dir. Public Works Approval: [signature] **Date:** 5/10/2021

REQUIRED APPLICATION SUBMISSION MATERIALS

- [x] Written authorization or signature from the property owner if the principal operator is not the property owner;
- [x] A plan which clearly shows the following:
  - dimensions showing the layout and arrangement of the proposed outdoor seating area, including its overall dimensions, aisle widths, access to the adjacent building and restrooms, the locations of chairs, tables, umbrellas, barriers, and all other appurtenances to be located within the boundaries of the proposed outdoor seating area.

- If outdoor dining is located in a designated parking area, please show the location of available parking and identify traffic control measures.
- Number, location, and size of tents. If multiple tents, include the aggregate square footage.

☐ Number and type of heaters.

- Heaters and tents must be in compliance with the Fairfax County Office of the Fire Marshal Guidelines https://www.fairfaxcounty.gov/fire-ems/fire-marshal and Town of guidelines dated November 6,2020, as amended.

☑ A copy of the Capacity Certificate for the establishment.

☑ Certificate of Insurance showing that the Town of Herndon and its employees, volunteers, and agents have been added as additional insureds to the applicants' Business Liability Insurance and, if applicable, Liquor Liability Insurance.

- The endorsement to the policy showing that the Town et al. has been added to the policy is also required.

☑ If alcohol will be served on site, a copy of Virginia ABC license.

☑ Pictures (2-3) of the location of the outdoor dining.

CONDITIONS OF TEMPORARY OUTDOOR DINING LICENSE ON TOWN PROPERTY

1. Temporary outdoor dining area:
   a. Must be located directly adjacent to the establishment, or a location within 100' of the establishment;
   c. Concrete barriers, provided by the town, are required on town property used for outdoor dining;
   d. Any modification to the approved plan must be submitted and approved;
   e. The proposed dining operation and location will not significantly interfere with pedestrian traffic or otherwise constitute a health and safety risk;
   f. Any proposed lighting must be approved by the town and any cables must be secured so as not to create a tripping hazard.
2. Must comply with all applicable Governor's Executive Orders, as amended, local Fire Marshall, and Building Code requirements.
3. A copy of this license must be kept on site at all times and a copy of the capacity certificate must be on display at all times.
4. Hours of operation shall be limited to between 6 am and 11 pm.
5. No other uses are permitted within the Temporary Outdoor Dining Area; including, but not limited to, live entertainment.
6. No pets are permitted in Temporary Outdoor Dining Areas, except service animals.
7. Cooking or food prep is not permitted in Temporary Outdoor Dining Areas unless approved by the Fairfax County Health Department and Fire Marshall.
8. Businesses are responsible for property disposing of all trash in approved private refuse containers.
9. This license agreement shall expire on November 30, 2021.

Please note:

- To be valid, the following Agreement requires ratification by the Herndon Town Council pursuant to Ordinance 20-O-23.

- Following the applicant's signature, the Agreement will be placed on the next available Town Council agenda for ratification.

- You will be notified following the Council meeting if the Agreement is NOT ratified.

- Any tables, chairs or temporary barriers placed in advance of ratification must be removed if Town Council does NOT ratify the Agreement.

TEMPORARY LICENSE AGREEMENT – WHEN LOCATED ON TOWN PROPERTY

THIS TEMPORARY LICENSE AGREEMENT (the "Agreement"), is made as of the date it is signed by the Herndon Town Manager (the "Effective Date"), by and between the TOWN OF HERNDON, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (the "Town") and Zeffirelli Ristaurante Italiano (the "Applicant") (collectively, the "Parties").

WHEREAS, the Town is the owner of the public property or right-of-way, including any adjacent sidewalks and green areas (the "Property"), as shown on EXHIBIT A – LICENSED AREA of the TEMPORARY OUTDOOR DINING PERMIT (the "Permit") attached hereto;

WHEREAS, due to the COVID-19 pandemic, indoor dining service for Applicant's business has been prohibited or limited by Executive Orders of Governor Northam; and

WHEREAS, the Parties desire to allow Applicant to enter upon the Property for the purpose of outdoor seating and dining (the "Use") in conjunction with the Applicant's business during the Term, as defined herein.

NOW, THEREFORE, that for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

1. The Town hereby grants Applicant temporary use of the property for the purposes described in the permit.

2. This Agreement shall expire on November 30, 2021.

3. The applicant shall comply with the terms of the Permit and all applicable town, state, and federal laws and regulations and maintaining at all times any other permit(s) required under applicable law for the use.

4. The parties expressly agree and contract that there shall be no fee for the use of the Town property during this term only.

5. The permission to use the Property granted by this agreement is nonexclusive in nature, and the Town reserves the right to make concurrent use of the Property.

6. Applicant hereby assumes all risk of damage by reason of its occupation of the property caused by any defects therein or activity occurring thereon, whether caused by the negligence of the Town, its officers, agents, or employees, or otherwise, and the applicant hereby agrees to hold harmless and indemnify the Town, its officers, agents, and employees, from and against any such liability for such damage or injury to the extent permitted under the laws of the Commonwealth of Virginia.

7. Applicant shall secure, provide and maintain insurance to protect the Town of such type and in such amount as is described below naming the Town as an additional insured. This

agreement shall not take effect until evidence of insurance is provided to the Town and the Town gives the applicant written confirmation that the type and amount of insurance is accepted.

Insurance limits shall not be less than the following amounts:
Commercial General Liability – Combined single limit of at least $1,000,000 per occurrence and $2,000,000 general aggregate. Policy shall be endorsed to name the Town as an additional insured.
Liquor Liability (if applicable) – $1,000,000. Policy shall be endorsed to name the Town as an additional insured.

The insurance required hereunder shall be maintained in effect during the duration of this Agreement. Insurance Policy(s) shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) calendar days advance notice thereof to the Town.

8. Termination: The Town may terminate this Agreement upon 24 hours notice to Applicant for cause.

9. This Agreement is subject to ratification by the Town Council for the Town of Herndon pursuant to Ordinance #20-O-23. .

10. This Agreement, having been executed in the Commonwealth of Virginia, the construction and performance thereof or any dispute shall be governed by the laws of Virginia. Venue shall be proper in the County of Fairfax, Virginia.

11. This Agreement contains the entire and only agreement between the parties and it supersedes and merges all pre-existing agreements. Any representations, understandings, promises and any conditions not expressly incorporated herein shall not be binding upon either party or their respective successors in interest.

WITNESS the following signatures and seals: BUSINESS:

By: SYED HUSSAIN

Its: Syed Hussain (OWNER) 5/3/2021

TOWN OF HERNDON:

By: [signature]

May 20, 2021

Town Manager ***Date***

	Lunch	Dinner
Monday	11:30 am to 2:30 pm	5:00pm to 10:00pm
Tusday	11:30 am to 2:30 pm	5:00pm to 10:00pm
Wednesday	11:30 am to 2:30 pm	5:00pm to 10:00pm
Thursday	11:30 am to 2:30 pm	5:00pm to 10:00pm
Friday	11:30 am to 2:30 pm	5:00pm to 10:30pm
Saturday	Closed	5:00pm to 10:30pm
Sunday	Closed	5:00pm to 9:00pm

Zeffirelli
Ristorante Italiano

Zeffirelli Ristorante Italiano
728 Pine Street
Herndon, Virginia 20170
Tel: 703-318-7000

04/27/2021

Mr. Dennis Holste,
Town of Herndon

Zeffirelli Ristorante Italiano we will not be using any heaters or tent for outdoor seating.

Sincerely:

Syed Hussain
Owner

Zeffirelli Ristorante Italiano
(703) 318-7000

VIRGINIA ALCOHOLIC BEVERAGE CONTROL AUTHORITY
2901 Hermitage Road · P O Box 27491 · Richmond VA 23261-7491

License Number: **39278**

ABC LICENSE

License Type(s):
Wine and Beer On and Off Premises

Effective Period
JAN 01, 2021 TO DEC 31, 2021

Expiration Date
DEC 21

Mixed Beverage Restaurant (Seating Capacity - 101 to 150 seats)

JAN 01, 2021 TO DEC 31, 2021

DEC 21

License Name & Trade Address:

Pine Street Restaurant Inc
Zeffirelli Ristorante Italiano
728 Pine St
Herndon VA 20170-4660

Establishment Type: **Restaurant**
Telephone Numbers: 703-318-7000

Fairfax County - TERRITORY # 70
Alexandria - Region 4
703-313-4432

By Order of Alcoholic Beverage Control Board

Maria K. Everett

Chair

License Privileges and Instructions

The privilege(s) of this license is (are) hereby granted by the Virginia Alcoholic Beverage Control Board to the Licensee named above to operate in accordance with the terms of the license herein designated and the applicable statutes of the Commonwealth of Virginia and regulations of the Board.

The privilege(s) conferred by this license, except banquet licenses and mixed beverage special event licenses, shall continue until the last day of the twelfth month next ensuing or the last day of designated month of expiration, and thereafter year to year provided no cause exists for which the Board would be entitled to refuse to issue the license or until terminated by the operation of the law, voluntary surrender, Order of the Board, or failure to pay the required license tax or penalties. License periods may be adjusted as necessary to maintain distribution of annual license reissuance as equally as practicable on a monthly basis.

This license may be suspended or revoked in accordance with the Virginia Alcoholic Beverage Control Act or the Mixed Beverage Laws, whichever is applicable.
Please detach the above license which must be posted in a conspicuous place in the establishment. You may keep the bottom portion for reference.

A separate receipt may be obtained from the Board, if desired, in the event this license is terminated and returned to the Board.

Any questions relative to the issuance, privileges and maintenance of your ABC license should be addressed to your local ABC office.

Pine Street Restaurant Inc
Zeffirelli Ristorante Italiano
728 Pine St
Herndon VA 20170-4660

VIRGINIA
DEPARTMENT OF PUBLIC WORKS
BUILDING INSPECTIONS

MAXIMUMS APPROVED

SECTION 1008.1 BOCA CODE AS ADOPTED BY THE VIRGINIA UNIFORM STATEWIDE BUILDING CODE

LIVE LOAD 100 LBS. PER SQ

OCCUPANCY LOAD 104 Seats PERS

USE GROUP A-2

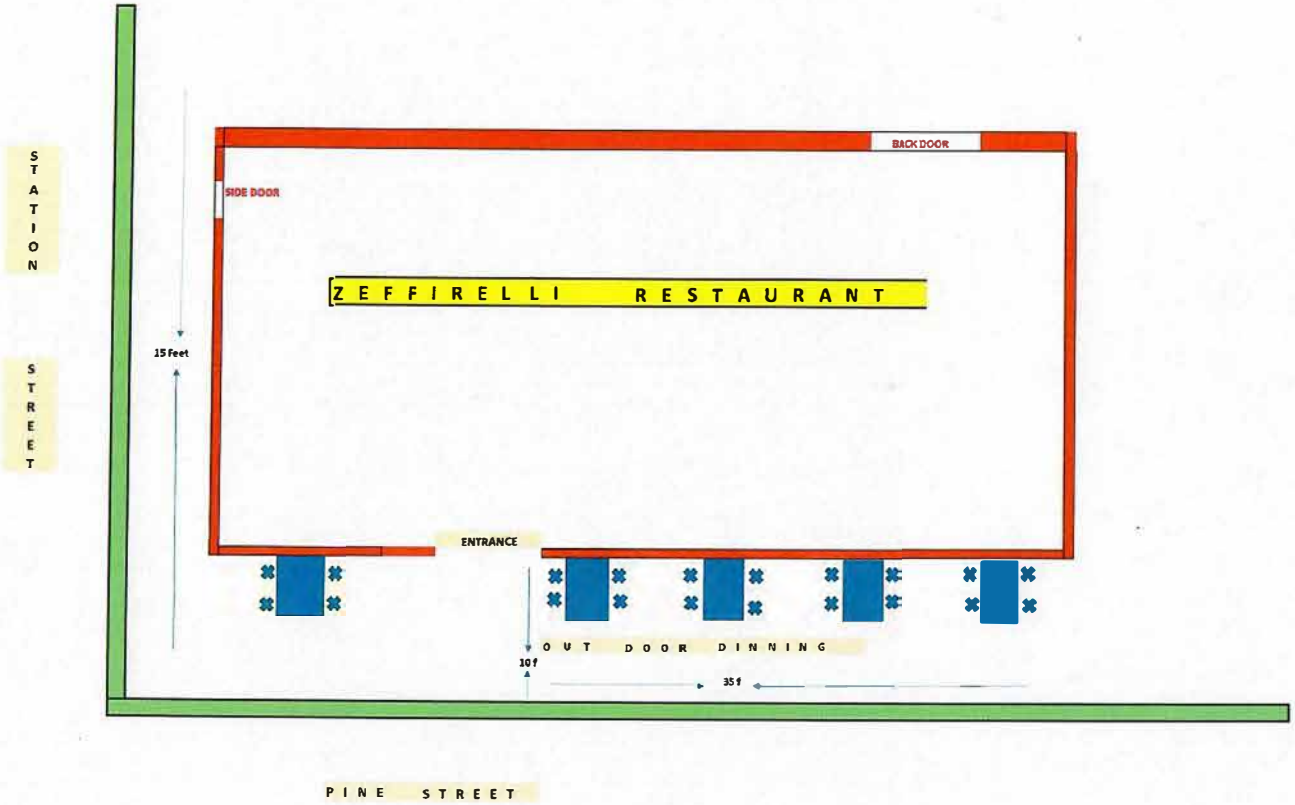
CONST. TYPE 3-C

FOR 728 PINE Street Zeffirelli (Stone

APPROVED 2/22/05

William Porter

BUILDING INSPECTOR


STATION
STREET
SIDE DOOR
BACK DOOR
ZEFFIRELLI RESTAURANT
15 feet
ENTRANCE
OUT DOOR DINNING
10 f
35 f
PINE STREET

ZEFFRIS-01

MFLEISCHER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Preferred Insurance Services, Inc
4035 Ridge Top Road, Suite 150
Fairfax, VA 22030

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): (703) 667-5940 FAX (A/C, No): (703) 991-4838
E-MAIL ADDRESS: certs@preferins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Erie Insurance Exchange	26271
INSURER B : Hartford Accident And Indemnity Company	22357
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pine Street INC DBA Zeffirelli; Zulfar Family Limited Partnership
728 Pine St
Herndon, VA 20170

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR			Q97-1400629	10/1/2020	10/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			Q97-1400629	10/1/2020	10/1/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A		42WECEK9473	10/1/2020	10/1/2021	E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Liquor Liability			Q97-1400629	10/1/2020	10/1/2021	Each Common Cause	2,000,000
A	Liquor Liability			Q97-1400629	10/1/2020	10/1/2021	Aggregate	4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This certificate shows coverages currently in force for the above named insured, and is for internal use only. If a certificate holder needs to be added you can provide us your information, by visiting our website at https://www.preferins.com/certificate-insurance/, Email it to: certs@preferins.com or it can be Fax to: 703-991-4838

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TOWN OF HERNDON, VIRGINIA

RESOLUTION

JUNE 8, 2021

Resolution- to ratify a Temporary Sublicense Agreement between the Town of Herndon and Messi Kuhns, LLC dba Sully's Pour House for use of public property or public right-of-way licensed to the Town for temporary outdoor dining.

WHEREAS, the Town of Herndon is the licensee of the public property or right-of-way, including any adjacent sidewalks and green areas; and

WHEREAS, due to the COVID-19 pandemic, indoor dining service for businesses were prohibited or limited by Executive Orders of Governor Northam; and

WHEREAS, pursuant to the Governor's Executive Orders, as amended; and Ordinance 20-O-23, Continuity of Governmental Operations during Pandemic Disaster (COVID-19), as amended, the Town Manager was authorized to approve temporary agreements for use of public property or public right-of-way for temporary outdoor dining.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia hereby ratifies the temporary sublicense agreement dated May 17, 2021 between the Town of Herndon and **Messi Kuhns, LLC dba Sully's Pour House** for use of public property or public right-of-way licensed to the Town for temporary outdoor dining at 754 Elden Street, #102, Herndon.

APPLICATION FOR TEMPORARY SUBLICENSE AGREEMENT

Temporary Outdoor Dining on Property Licensed to the Town

Temporary License # OD-004B

Application Date 04/28/2021

Property Address: 754 Elden St. #102

Establishment Name: Sully's Pour House

Hours of Operation: Monday 12-12; Tuesday 12-12; Wednesday 12-12

Thursday 12-12; Friday 12-12; Saturday 10-12; Sunday 10-12

Applicant Information (Principal Operator of dining establishment):

Name: Jenna Kuhn

Telephone No.: 7038613527 Email Address: Jenna@sullyspourhouse.com

Are you the property owner? Yes_____ No X

Property Owner Information (if applicant is not the property owner)):

Name(s): Gil Blankespoor

Mailing Address: 2003 Lakeport way, Reston Va 20191

Telephone No.: 7034720765 Email Address: gilblankespoor@gmail.com

Required Town Approvals

Zoning Administrator Approval: **Date:** 5/14/2021

Building Official Approval: N/A **Date:**

Deputy Dir. Public Works Approval: Tammy L Chastain **Date:** 5/17/2021

REQUIRED APPLICATION SUBMISSION MATERIALS

☐ Written authorization or signature from the property owner if the principal operator is not the property owner;

☐ A plan which clearly shows the following:

- dimensions showing the layout and arrangement of the proposed outdoor seating area, including its overall dimensions, aisle widths, access to the adjacent building and restrooms, the locations of chairs, tables, umbrellas, barriers, and all other appurtenances to be located within the boundaries of the proposed outdoor seating area.

- If outdoor dining is located in a designated parking area, please show the location of available parking and identify traffic control measures.
- Number, location, and size of tents. If multiple tents, include the aggregate square footage.

☐ Number and type of heaters.

- Heaters and tents must be in compliance with the Fairfax County Office of the Fire Marshal Guidelines https://www.fairfaxcounty.gov/fire-ems/fire-marshal and Town of guidelines dated November 6, 2020, as amended.

☐ A copy of the Capacity Certificate for the establishment.

☐ Certificate of Insurance showing that the Town of Herndon and its employees, volunteers, and agents have been added as additional insureds to the applicants' Business Liability Insurance and, if applicable, Liquor Liability Insurance.

- The endorsement to the policy showing that the Town et al. has been added to the policy is also required.

☐ If alcohol will be served on site, a copy of Virginia ABC license.

☐ Pictures (2-3) of the location of the outdoor dining.

CONDITIONS OF TEMPORARY OUTDOOR DINING SUBLICENSE ON PROPERTY LICENSED TO THE TOWN

1. Temporary outdoor dining area:
   a. Must be located directly adjacent to the establishment, or a location within 100' of the establishment;
   c. Concrete barriers, provided by the town, are required on town property used for outdoor dining;
   d. Any modification to the approved plan must be submitted and approved;
   e. The proposed dining operation and location will not significantly interfere with pedestrian traffic or otherwise constitute a health and safety risk;
   f. Any proposed lighting must be approved by the town and any cables must be secured so as not to create a tripping hazard.
2. Must comply with all applicable Governor's Executive Orders, as amended, local Fire Marshal, and Building Code requirements.
3. A copy of this sublicense must be kept on site at all times and a copy of the capacity certificate must be on display at all times.
4. Hours of operation shall be limited to between 6 am and 11 pm.
5. No other uses are permitted within the Temporary Outdoor Dining Area; including, but not limited to, live entertainment.
6. No pets are permitted in Temporary Outdoor Dining Areas, except service animals.
7. Cooking or food prep is not permitted in Temporary Outdoor Dining Areas unless approved by the Fairfax County Health Department and Fire Marshal.
8. Businesses are responsible for property disposing of all trash in approved private refuse containers.
9. This sublicense agreement shall expire on November 30, 2021 or 10 days from the lifting or repeal of any Executive Order limiting or prohibiting indoor dining service at the Applicant's business, whichever occurs first.

Please note:

- To be valid, the following Agreement requires ratification by the Herndon Town Council pursuant to Ordinance 20-O-23.

- Following the applicant's signature, the Agreement will be placed on the next available Town Council agenda for ratification.

- You will be notified following the Council meeting if the Agreement is NOT ratified.

- Any tables, chairs or temporary barriers placed in advance of ratification must be removed if Town Council does NOT ratify the Agreement.

TEMPORARY SUBLICENSE AGREEMENT – WHEN LOCATED ON *PROPERTY LICENSED TO THE TOWN*

THIS TEMPORARY SUBLICENSE AGREEMENT (the "Agreement"), is made as of the date it is signed by the Herndon Town Manager (the "Effective Date"), by and between the TOWN OF HERNDON, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (the "Town") and SULLYS POUR HOUSE (the "Applicant") (collectively, the "Parties").

WHEREAS, the Town is the Licensee of the property (the "Property"), as shown on EXHIBIT A – SUBLICENSED AREA of the TEMPORARY OUTDOOR DINING PERMIT (the "Permit") attached hereto;

WHEREAS, due to the COVID-19 pandemic, indoor dining service for Applicant's business has been prohibited or limited by Executive Orders of Governor Northam; and

WHEREAS, the Parties desire to allow Applicant to enter upon the Property for the purpose of outdoor seating and dining (the "Use") in conjunction with the Applicant's business during the Term, as defined herein.

NOW, THEREFORE, that for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

1. The Town hereby grants Applicant temporary use of the property for the purposes described in the permit.

2. This Agreement shall expire on November 30, 2021 or 10 days from the lifting or repeal of any Executive Order limiting or prohibiting indoor dining service at the Applicant's business, whichever occurs first (the "term").

3. The applicant shall comply with the terms of the Permit and all applicable town, state, and federal laws and regulations and maintaining at all times any other permit(s) required under applicable law for the use.

4. The parties expressly agree and contract that there shall be no fee for the use of the Property during this term only.

5. The permission to use the Property granted by this agreement is nonexclusive in nature, and the Town reserves the right to make concurrent use of the Property.

6. Applicant hereby assumes all risk of damage by reason of its occupation of the Property caused by any defects therein or activity occurring thereon, whether caused by the negligence of the Town, its officers, agents, or employees, or otherwise, and the applicant hereby agrees to hold harmless and indemnify the Town, its officers, agents, and employees, from and against any such liability for such damage or injury to the extent permitted under the laws of the Commonwealth of Virginia.

7. Applicant shall secure, provide and maintain insurance to protect the Town of such type and in such amount as is described below naming the Town as an additional insured. This

agreement shall not take effect until evidence of insurance is provided to the Town and the Town gives the applicant written confirmation that the type and amount of insurance is accepted.

Insurance limits shall not be less than the following amounts:
Commercial General Liability – Combined single limit of at least $1,000,000 per occurrence and $2,000,000 general aggregate. Policy shall be endorsed to name the Town as an additional insured.
Liquor Liability (if applicable) – $1,000,000. Policy shall be endorsed to name the Town as an additional insured.

The insurance required hereunder shall be maintained in effect during the duration of this Agreement. Insurance Policy(s) shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) calendar days advance notice thereof to the Town.

8. Termination: The Town may terminate this Agreement upon 24 hours notice to Applicant for cause.

9. This Agreement is subject to ratification by the Town Council for the Town of Herndon pursuant to Ordinance #20-O-23.

10. This Agreement, having been executed in the Commonwealth of Virginia, the construction and performance thereof or any dispute shall be governed by the laws of Virginia. Venue shall be proper in the County of Fairfax, Virginia.

11. This Agreement contains the entire and only agreement between the parties and it supersedes and merges all pre-existing agreements. Any representations, understandings, promises and any conditions not expressly incorporated herein shall not be binding upon either party or their respective successors in interest.

WITNESS the following signatures and seals: BUSINESS:

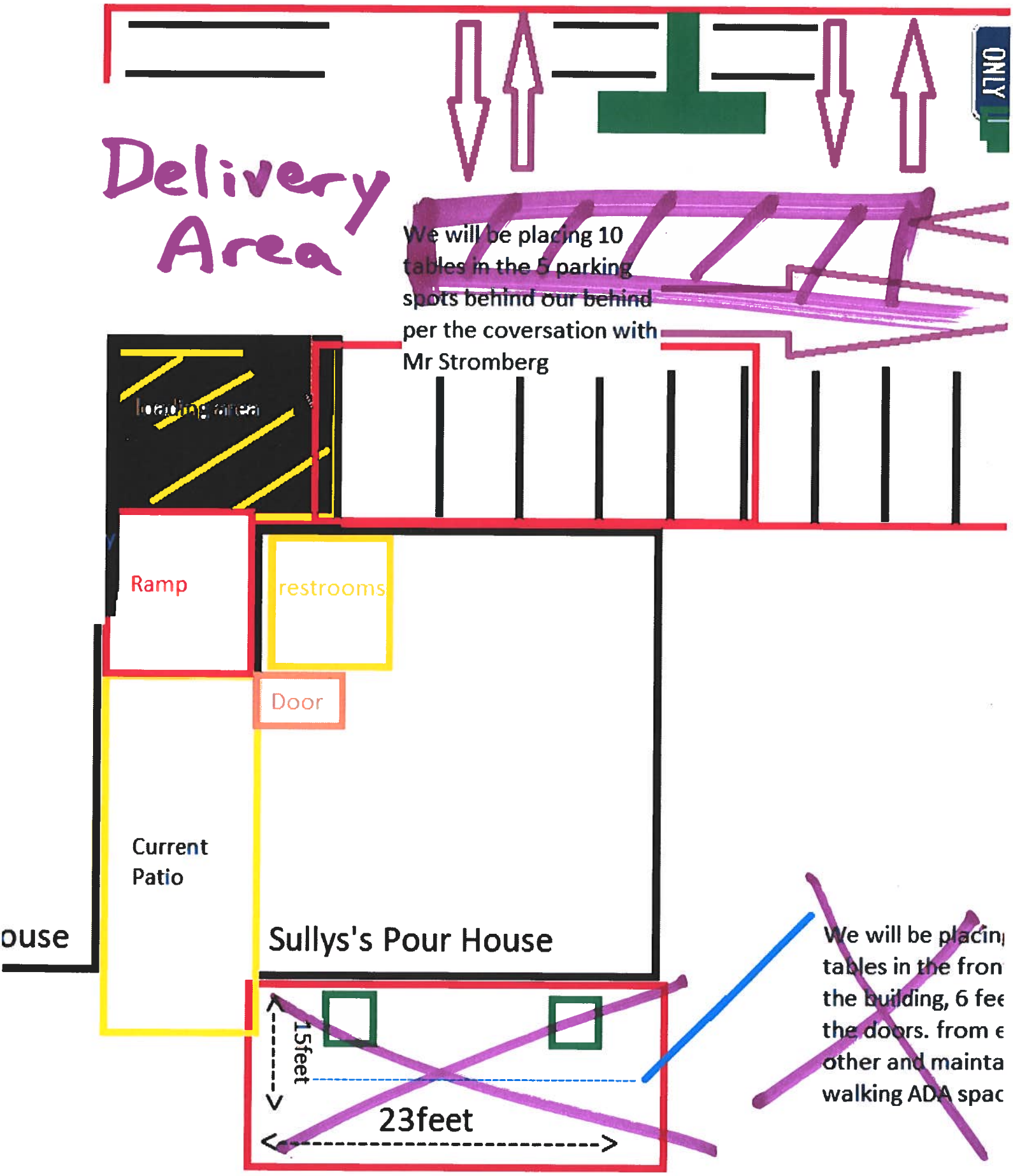
By: JENNA KUHN | OWNER SULLYS POUR HOUSE

Its: _____

TOWN OF HERNDON:

By: _____ May 17, 2021

Town Manager ***Date***


ONLY
Delivery Area
We will be placing 10 tables in the 5 parking spots behind our behind per the coversation with Mr Stromberg
loading area
Ramp
restrooms
Door
Current Patio
ouse
Sullys's Pour House
15feet
23feet
We will be placin
tables in the fron
the building, 6 fee
the doors. from e
other and mainta
walking ADA spac

gil blankespoor
to me

9:50 AM (8 hours ago)

Ms. Kuhn,

I fully approve your patio expansion. Restaurants I co-own are doing the same thing— it makes sense given the COVID restrictions.

Gil Blankespoor, Sole Owner

Sent from my iPhone

On May 29, 2020, at 9:29 AM, Jenna Kuhn <jennaaboras15@gmail.com> wrote:
...

SULLY-1

OP ID: LT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Langford Insurance Agency, Inc
3107 Pine Oaks Way
Herndon, VA 20171
Terry L Williams
703-938-3232

CONTACT NAME: Terry L Williams
PHONE (A/C, No, Ext): 703-938-3232
FAX (A/C, No): 703-938-2855
E-MAIL ADDRESS: twilliams.langfordinsurance@verizon.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sully's Pour House
(Messi Kuhns LLC dba)
42940 Golf View Drive
Chantlly, VA 20152

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE / X OCCUR			EPP 0441608	05/30/2020	05/30/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			EPP 0441508	05/30/2020	05/30/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB / CLAIMS-MADE			EPP 0441608	05/30/2020	05/30/2021	AGGREGATE	$ 2,000,000
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		EWC 0441609	05/30/2020	05/30/2021	E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Business Property			EPP 0441608	05/30/2020	05/30/2021	Property	250,000
A	Liquor Liabiity			EPP 0441608	05/30/2020	05/30/2021	Liquor	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Herndon Virgnia is an additional insured on the above general liability policy if required by written agreement.

CERTIFICATE HOLDER

TOWN-01

Town of Herndon
777 Lynn Street
Herndon, VA 20170

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Terry L Williams

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VIRGINIA ALCOHOLIC BEVERAGE CONTROL AUTHORITY
2901 Hermitage Road · P O Box 27491 · Richmond VA 23261-7491

License Number: **92413**

ABC LICENSE

License Type(s):	*Effective Period*	*Expiration Date*
Wine and Beer On Premises	**JUL 01, 2020 TO JUN 30, 2021**	**JUN 21**
Mixed Beverage Restaurant (Seating Capacity - 1 to 100 seats)	**JUL 01, 2020 TO JUN 30, 2021**	**JUN 21**

License Name & Trade Address:

Messi Kuhns LLC
Sullys Pour House
754 Elden St Ste 102
Herndon VA 20170-4679

Establishment Type: **Restaurant**
Telephone Numbers: 703-870-5555
240-500-5988

Fairfax County - TERRITORY # 70
Alexandria - Region 4
703-313-4432

By Order of Alcoholic Beverage Control Board

Maria K. Everett

Chair

FAIRFAX COUNTY HEALTH DEPARTMENT

Loading/Delivery area shall be near the building as indicated.

RE: ⚠ Sully's Pour House ABC ×

Diaz Cruz, Annellys (ABC) <Annellys.DiazCruz@abc.virginia.gov> Mon, Jun 1, 9:58 AM
to me

Good morning,

I have received the required documents. You may use the expanded outside dining area under terms outlined in Topic 16.

Attached are also the guidelines for restaurants by the Department of Health.

Annellys Díaz-Cruz | Special Agent
Virginia ABC Bureau of Law Enforcement, a fully accredited state law enforcement agency
6308 Grovedale Drive, Alexandria VA 22310
Office: (703)340-1544 | Fax: (703)313-4444 | annellys.diazcruz@abc.virginia.gov
www.abc.virginia.gov

Contact a Special Agent | Report a Violation | Get a License | View Dockets

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TOWN OF HERNDON
VIRGINIA
DEPARTMENT OF PUBLIC WORKS
BUILDING INSPECTIONS

MAXIMUMS APPROVED

SECTION 1008.1 BOCA CODE AS ADOPTED BY THE VIRGINIA UNIFORM STATEWIDE BUILDING CODE

VE LOAD 100 LBS. PER SQ FT.

CCUPANCY LOAD 118 PERSONS

USE GROUP A-2

CONST. TYPE II-A

FOR 754 Elden St. #102 O'Sullivan's Irish Pub

APPROVED 5/14/10

John Omori
BUILDING INSPECTOR

TOWN OF HERNDON, VIRGINIA

RESOLUTION

JUNE 6, 2021

Resolution- to ratify an Agreement for Adjustment of Water & Sewer Facilities pursuant to Ordinance 20-O-23 Continuity of Governmental Operations, as amended, between the Town of Herndon and Commonwealth of Virginia, Department of Transportation (VDOT).

WHEREAS, The East Spring Street Widening Improvements is a long-standing CIP project (the "Project") that is being administered by the Commonwealth of Virginia, Department of Transportation (VDOT) who is designing and building the improvements; and

WHEREAS, As part of the Project, the Town's water and sewer facilities will have to be relocated and adjusted; and

WHEREAS, The Agreement for Adjustment of Water & Sewer Facilities allows VDOT and its construction contractor to relocate and adjust the Town's facilities in accordance with the construction plans.

WHEREAS, The Agreement for Adjustment of Water & Sewer Facilities was signed by the Town Manager and ratified by Town Council; and

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia hereby ratifies the Agreement for Adjustment of Water & Sewer Facilities dated April 30, 2021 and signed by the Town Manager between the Town of Herndon and Commonwealth of Virginia, Department of Transportation (VDOT) for the East Spring Street Widening Improvement project in Herndon.

AGREEMENT
between
TOWN OF HERNDON
and
COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION
for
ADJUSTMENT OF WATER & SANITARY SEWER FACILITIES

THIS AGREEMENT, made and entered into as of the 20th day of April, 2021, by and between the TOWN OF HERNDON, a Virginia Municipal Corporation (hereinafter called TOWN), and the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION, (hereinafter called the STATE), acting by its Commissioner:

WITNESSETH

WHEREAS, the STATE is proposing to construct a section of highway designated as, East Spring Street, Project: U000-235-354, C501 (UPC 105521) which will necessitate changes in the TOWN'S water & sewer facilities: and,

WHEREAS, the STATE and TOWN wish to agree upon the terms and conditions under which the necessary changes will be made as hereinafter set forth: and,

WHEREAS, it will be in the best interests of the STATE and TOWN to have the adjustment of the water & sewer facilities included in the highway contract and performed by the highway contractor.

NOW THEREFORE, for and in consideration of the premises and of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION I

The STATE through its highway contractor, will relocate and adjust the TOWN'S water & sewer facilities in accordance with attached plans and the STATE'S Road and Bridge Specifications; said plans being identified as seventeen (17) one-half size plans sheets numbered 13(1), 13(2), 13(2A), 13(2B), 13(2C), 13(3), 13,(4), 13(5), 13(6), 13(7), 13(8), 13(9), 13(10), 13(11), 13(12), 13(13) and 13(14) of the STATE'S construction plans for Project: U000-235-354, C501 (UPC 105521) as attached.

SECTION II

(a) It has been determined that the Project is responsible for bearing 100.0% of the cost of the water and sewer adjustments as indicated in SECTION I (a) and attached cost estimate.

(b) It has been determined that the TOWN is responsible for bearing 0 % of the cost of the water and sewer adjustments as indicated in SECTION I (a) and attached cost estimate.

SECTION III

(a) The TOWN at its sole discretion may perform certain incidental work in conjunction with the utility work included in the highway contract, and will inspect the utility relocation work with its own forces, reporting through the Transportation Area Construction Engineer, and upon completion will certify to the STATE that the work included in the highway contract was performed in a satisfactory manner. There will be no cost attributed to the STATE highway project for this work.

(b) The TOWN agrees that the existing facilities, which are to be abandoned, will become the property of the STATE's highway contractor with exceptions as noted in the attached plans. Any salvage value derived therefrom will accrue to the STATE'S highway contractor.

In WITNESS WHEREOF, each party has caused this agreement to be executed in duplicate in its name and on its behalf by its duly authorized officer as of the day and year first written.

In the presence of:

As to the Town of Herndon

TOWN OF HERNDON

By: _____

Title: Town Manager

Approved as to form:

Lesa J. Yeatts, Town Attorney

In the presence of:

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

_____
As to the Commonwealth

By: _____
State Right of Way and Utilities Director

PROJECT MANAGER Harold Moseley, P.E. (703) 259-1785, (804)
SURVEYED BY Jason, G. Gly, L.S. (703) 259-2332, (804) , October 2005
DESIGN SUPERVISED BY Michael Baker, P.E. (804) 225-3831 (Contact, CITizen
DESIGNED BY Michael Baker, Inc. (757) 463-5070.

REVISED	STATE	STATE ROUTE	STATE PROJECT	SHEET NO.
	VA.	675	U000-235-354, PE101, RW-201, C-501	13(1)

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT

Michael Baker Inc.
Virginia Beach, Virginia
UTILITY ENGINEER

PAC PROGRESS SUBMITTAL

SUMMARY OF TOWN OF HERNDON WATER FACILITIES

SHEET NO.	6" DI WATER MAIN	8" DI WATER MAIN	12" DI WATER MAIN	16" DI WATER MAIN	16" BEND	16" BRANCH	6" GATE VALVE & BOX	8" GATE VALVE & BOX	12" GATE VALVE & BOX	1" WATER SERVICE LINE	5/8" WATER METER & BOX	1" WATER METER & BOX	FIRE HYDRANT	6" OFFSET EXIST. PIPE	8" OFFSET EXIST. PIPE	FLOWABLE BACKFILL UTILITY	ADJUST EXIST. VALVE BOX
	LF 1	LF 1	LF 1	LF 1	EA 1	EA 1	EA 2	EA 2	EA 2	LF 4	EA 4	EA 4	EA 3	LF 1	LF 1	CY 9	EA 8
3	--	--	--	--	--	--	--	--	--	--	--	--	--	50	--	0.4	1
4	28	--	67	60	5	--	1	--	--	--	--	--	2	45	--	4.3	--
5	35	--	--	--	--	--	--	--	--	100	1	1	1	--	90	--	--
6	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
7	61	37	482	--	--	--	--	2	2	--	--	--	--	--	--	10.4	--
8	69	--	--	154	4	1	1	--	--	--	--	--	--	--	--	2.3	4
TOTALS	193	37	549	214	9	1	2	2	2	100	1	1	3	95	90	18	5

SUMMARY OF TOWN OF HERNDON SEWER FACILITIES

SHEET NO.	8" DI SANITARY SEWER PIPE	SANITARY SEWER MANHOLE	MANHOLE FRAME & COVER (F & C-1)	ADJUST EXIST. FRAME & COVER
	LF 5	LF 6	EA 7	EA 8
3	36	20.4	2	1
4	85	9.1	1	--
5	--	--	--	--
6	--	--	--	--
7	--	--	--	1
8	--	--	--	--
9	--	--	--	--
TOTALS	121	30	3	2

INDEX OF SHEETS

PROJECT: U000-235-110, PE-101, RW-201, C-501

SHEET NO. 13(1)	SUMMARY SHEET
SHEET NO. 13(2)	GENERAL NOTES
SHEET NO. 13(2A)	GENERAL NOTES
SHEET NO. 13(2B)	GENERAL NOTES/ MATERIAL NOTES
SHEET NO. 13(2C)	MATERIAL NOTES/ SEQUENCE OF CONSTRUCTION
SHEET NO. 13(3)	PLAN SHEET 3
SHEET NO. 13(4)	PLAN SHEET 4
SHEET NO. 13(5)	PLAN SHEET 5
SHEET NO. 13(6)	PLAN SHEET 6
SHEET NO. 13(7)	PLAN SHEET 7
SHEET NO. 13(8)	PLAN SHEET 8
SHEET NO. 13(9)	NOT INCLUDED
SHEET NO. 13(10)	WATER PROFILES
SHEET NO. 13(11)	WATER/SEWER PROFILES
SHEET NO. 13(12)	DETAILS
SHEET NO. 13(13)	DETAILS
SHEET NO. 13(14)	DETAILS

PROJECT MANAGER [illegible]
SURVEYED BY [illegible]
DESIGN: SUPERVISED BY [illegible]
DESIGNED BY [illegible]

REVISED	STATE	ROUTE	STATE PROJECT	SHEET NO
	VA.	675	U000-235-354, PE101, RW-201, C-501	13(2)

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT

[illegible]
Virginia Beach, Virginia
UTILITY ENGINEER

PAC PROGRESS SUBMITTAL

GENERAL NOTES

1. THE UTILITY LOCATIONS SHOWN ARE BASED ON AVAILABLE MAPS AND FIELD SURVEY OF SURFACE CONDITIONS AND THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION. THE CONTRACTOR IS, THEREFORE, REQUIRED TO TEST PIT AT CONNECTIONS TO EXISTING MAINS AND AS NEEDED TO VERIFY ELEVATION, MATERIAL TYPES, SIZE OR ROUNDNESS OF PIPE, AND OTHER OBSTRUCTIONS PRIOR TO PURCHASE OF MATERIALS.

2. EACH UTILITY PLAN SHEET HAS A BASE SHEET NUMBER WITH A SUFFIX NUMBER IN PARENTHESES (EXAMPLE 13(3), 13(4), ETC.) REFERENCES WITHIN UTILITY RELOCATION ADJUSTMENT PLANS REFER TO THE SUFFIX NUMBER ONLY.

3. NOTES ON PLAN SHEETS CONTAINED WITHIN A BOX REFER TO PAY ITEMS INDICATED IN SUMMARIES. NOTES ON PLAN SHEETS NOT WITHIN A BOX ARE TO CLARIFY CONSTRUCTION REQUIRED AND SHALL BE INCLUDED IN THE UNIT PRICE FOR THE ASSOCIATED PAY ITEM.

   ALL ITEMS OF MATERIAL, LABOR, SUPPLIES, OR EQUIPMENT THAT ARE NOT SPECIFICALLY ENUMERATED FOR PAYMENT AS SEPARATE ITEMS, BUT WHICH ARE REASONABLY REQUIRED TO COMPLETE THE WORK AS SHOWN ON THE DRAWINGS AND AS DESCRIBED IN THE SPECIFICATIONS, ARE CONSIDERED SUBSIDIARY OBLIGATIONS OF THE CONTRACTOR. NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE FOR THEM.

4. THE CONTRACTOR SHALL CONTACT "MISS UTILITY" (TEL. 811-552-7001) 72 HOURS PRIOR TO ANY EXCAVATION.

5. THE CONTRACTOR SHALL NOT PERFORM ANY GRADING OPERATIONS OVER EXISTING WATER OR SEWER FACILITIES WITHIN THE PROJECT WHICH WOULD IN ANY WAY JEOPARDIZE SERVICES UNTIL THE PROPOSED WATER AND SEWER FACILITIES ARE INSTALLED AND PLACED INTO OPERATION AND EXISTING WATER AND SEWER FACILITIES ARE ABANDONED. ANY DEVIATION MUST BE APPROVED BY THE ENGINEER.

6. EXISTING MAINS AND SERVICES SHALL REMAIN IN SERVICE UNTIL NEW MAINS ARE PLACED IN SERVICE AND APPROVED BY THE ENGINEER.

7. THE CONTRACTOR SHALL NOT INSTALL WATER MAIN JOINTS BENEATH PROPOSED OR EXISTING STORM DRAIN PIPES WHEN CROSSING UNDER THESE STRUCTURES. A MINIMUM OF 6 FEET BEYOND THE OUTSIDE OF THE FOREIGN PIPE OR UTILITY SHALL BE REQUIRED WHEN PLACING JOINTS. UNLESS OTHERWISE SHOWN ON THE PLANS.

8. INSTALL VALVES WITH OPERATOR STEMS IN THE VERTICAL PLANE THROUGH THE PIPE AXIS AND PERPENDICULAR TO THE PIPE AXIS. LOCATE VALVES AS SHOWN ON DRAWINGS. USE OF RETAINER GLANDS ON ALL VALVES IS REQUIRED.

9. ALL EXISTING VALVE BOXES, WATER METERS AND BOXES, MANHOLE FRAME & COVERS, WATER METER VAULTS, FIRE HYDRANTS AND AIR RELEASES SHALL BE RELOCATED AND/OR ADJUSTED TO THE FINISHED GRADE AS REQUIRED, REGARDLESS IF THEY ARE SHOWN ON THE PLANS.

10. WATER MAIN PIPES SHALL BE LAID WITH BELL ENDS FACING THE DIRECTION OF LAYING. WHERE GRADE IS 10 PERCENT OR GREATER, PIPE SHALL BE LAID UPHILL WITH BELL ENDS UPGRADE.

11. THE CONTRACTOR, WITH HIS ASSOCIATED MATERIAL SUPPLIERS, SHALL PROVIDE CERTIFICATION ACCEPTABLE TO THE ENGINEER THAT ALL PIPE AND MATERIALS SUPPLIED ON THE PROJECT MEET OR EXCEED THE SPECIFICATIONS.

12. ALL PROPOSED BENDS, VALVES, SLEEVES, AND FITTINGS SHALL BE FULLY RESTRAINED WITH RETAINER GLANDS.

13. THE CONTRACTOR SHALL RESTRAIN EXISTING PIPE AT CONNECTIONS TO PROPOSED PIPE ACCORDING TO DETAIL ON SHEET 14.

14. NO VALVES OR OTHER CONTROL DEVICES ON THE EXISTING WATER SYSTEM SHALL BE OPERATED FOR ANY PURPOSE BY THE CONTRACTOR. THE CONTRACTOR SHALL NOTIFY MIKE FARR, TOWN OF HERNDON AT (703)-435-6800 EXT. 2153 72 HOURS PRIOR TO ANY TIE-INS TO THE EXISTING SYSTEM, TO OPERATE ALL WATER MAIN VALVES AND TO TRANSFER SERVICES FROM EXISTING MAINS TO PROPOSED MAINS.

15. THE CONTRACTOR SHALL RECORD AND PROVIDE TO THE ENGINEER ACTUAL GROUND AND TOP OF PIPE ELEVATIONS, ACTUAL STATIONS AND OFFSETS, AT ALL FITTINGS, CONNECTION POINTS AND HORIZONTAL DEVIATIONS GREATER THAN 2 FEET FROM THE PLANS. STATION REFERENCES SHALL BE TIED TO CONSTRUCTION CENTER LINE FOR THE ROADWAY IMPROVEMENTS. THIS INFORMATION SHALL BE PROVIDED TO THE ENGINEER WITHIN FIVE (5) DAYS OF COMPLETION OF THE UTILITY ADJUSTMENTS.

16. WHERE REQUIRED, EXISTING WATER MAINS THAT HAVE BEEN PREVIOUSLY ABANDONED OR ARE SHOWN TO BE ABANDONED MAY BE CUT AND REMOVED TO FACILITATE PROPOSED UTILITY INSTALLATION.

17. PRESSURE AND LEAKAGE TESTS

    A. THE CONTRACTOR WILL FURNISH ALL TESTING EQUIPMENT AND GAUGES FOR TESTING PURPOSES. EQUIPMENT SHALL BE SUBMITTED TO THE TOWN OF HERNDON FOR APPROVAL PRIOR TO THE PERFORMANCE OF ANY TESTING. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF THE WATER USED FOR ALL PHASES OF THE TESTING PROCESS.

    B. THE CONTRACTOR SHALL TEST THE WATER MAINS FOR LEAKAGE IN THE PRESENCE OF THE ENGINEER AND THE TOWN OF HERNDON AND SHALL INCUR THE COST OF THE TEST. A MAXIMUM OF 2,500 LINEAR FEET OF WATER MAIN MAY BE TESTED AT ONE TIME.

    C. TEST EACH SECTION OF WATER MAIN BETWEEN ADJACENT GATE/BUTTERFLY VALVES SEPARATELY. THE MAXIMUM DIFFERENTIAL PRESSURE ACROSS ANY GATE/BUTTERFLY VALVE DURING TESTING SHALL NOT EXCEED THE TEST PRESSURE RECOMMENDED BY THE VALVE MANUFACTURER, OR AS SPECIFIED BY THE TOWN OF HERDON OR THE ENGINEER. THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY BULKHEADS AND THRUST RESTRAINTS TO ISOLATE THE WATER MAIN TEST SECTION, AND SHALL PROVIDE ALL LONG SOLID SLEEVES NECESSARY TO MAKE THE PERMANENT CONNECTION TO THE SYSTEM AT NO ADDITIONAL COST.

    D. NOTIFY THE TOWN OF HERNDON AND THE ENGINEER WHEN THE WORK IS READY FOR TESTING. MAKE TESTS AS SOON THEREAFTER AS PREDICABLE UNDER THE DIRECTION OF THE TOWN OF HERNDON AND THE ENGINEER. CONTRACTOR SHALL PROVIDE ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY FOR TESTING. REPRESENTATIVES OF THE TOWN OF HERNDON SHALL BE PRESENT FOR THE DURATION OF TESTING. CONTRACTOR WILL ALLOW TOWN OF HERNDON REPRESENTATIVES TO DIRECTLY OBSERVE TESTING METHODOLOGY AND READINGS FROM ALL METERS, GAUGES, AND OTHER MEASURING DEVICES DURING TESTING.

    E. TESTING OF THE PIPELINES SHALL NOT BE CONDUCTED UNTIL AT LEAST 7 DAYS HAVE ELAPSED AFTER ALL CONCRETE THRUST BLOCKING HAS BEEN INSTALLED AND THE PIPELINE SHALL BE ADEQUATELY BACKFILLED.

    F. THE TOWN OF HERNDON AND THE ENGINEER RESERVES THE RIGHT TO CHECK THE COMPLETED PIPELINE FOR VERTICAL ALIGNMENT PRIOR TO FILLING WITH WATER AND TESTING. THE CONTRACTOR SHALL NOT ALLOW WATER IN ANY PIPELINES WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE TOWN OF HERNDON. OPERATION OF EXISTING TOWN WATER SYSTEM VALVES AND FIRE HYDRANTS SHALL BE PERFORMED BY TOWN PERSONNEL ONLY.

    G. INSTALL AIR VALVES AS INDICATED ON THE PLANS AND CHECK EACH FOR PROPER OPERATION PRIOR TO FILLING THE WATER MAIN FOR TESTING. IF FOR ANY REASON IT IS NECESSARY TO DRAIN THE WATER MAIN, THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS REQUIRED TO ENSURE THE SAFETY OF PERSONNEL INSPECTING THE WATER MAIN. WHEN DRAINING THE WATER MAIN, ALL AIR VALVES SHALL BE RECHECKED FOR PROPER OPERATION. THIS IS REQUIRED TO AVOID THE FORMATION OF VACUUM LOCK THAT COULD PREVENT THE WATER FROM PROPERLY DRAINING AND BECOME A HAZARD TO MEN WORKING ON THE PIPELINE IF RELEASED. PIPELINES CONTAINING LARGE ORIFICE VALVES SHALL BE FILLED AT A MAXIMUM RATE OF 1 FOOT PER SECOND.

    TESTING:

    A. FILL PIPELINE WITH WATER IN ACCORDANCE WITH GENERAL NOTE 18 FOR A MINIMUM OF 24 HOURS IMMEDIATELY PRIOR TO TESTING FOR LEAKAGE.

    B. TEST PIPING UNDER THE GREATER OF A HYDROSTATIC PRESSURE OF 150 PSI OR 125 PERCENT OF THE MAXIMUM EXPECTED WORKING PRESSURE AT THE HIGH POINT OF THE LINE UNLESS OTHERWISE SHOWN OR DIRECTED BY THE ENGINEER. PURGE AIR FROM THE PIPELINE THROUGH TAPS IN THE PIPE PRIOR TO TESTING. APPLY TEST PRESSURE TO THE PIPING BY MEANS OF A HAND PUMP OR OTHER APPROVED METHOD AND MAINTAIN PRESSURE FOR A MINIMUM OF TWO HOURS. ACCURATELY MEASURE THE AMOUNT OF WATER ADDED TO THE PIPE TO MAINTAIN THE TEST PRESSURE THROUGHOUT THE TERM OF THE TEST. THE TEST PRESSURE SHALL NOT VARY BY MORE THAN PLUS OR MINUS 5 PSI AT ANY TIME DURING THE TEST. THE LEAKAGE AS DETERMINED BY THE PRECEDING TEST SHALL NOT EXCEED THE ALLOWABLE LEAKAGE AS GIVEN BY THE FOLLOWING FORMULA:

$$L = \frac{S \times D \times (P)^{1/2}}{133,200}$$

    WHERE:
    L= ALLOWABLE LEAKAGE IN GALLONS PER HOUR
    S= LENGTH OF PIPE TESTED IN FEET
    D= NORMAL DIAMETER OF PIPE IN INCHES
    P= AVERAGE TEST PRESSURE DURING LEAKAGE TEST IN PSI

    REPAIRING LEAKS:

    A. WHEN LEAKAGE OCCURS, DEFECTIVE PIPE, VALVES, FITTINGS, APPURTENANCES OR JOINTS SHALL BE LOCATED AND REPAIRED AT THE EXPENSE OF THE CONTRACTOR. IF THE DEFECTIVE PORTIONS CANNOT BE SO LOCATED, THE CONTRACTOR, AT HIS OWN EXPENSE, SHALL REMOVE AND RECONSTRUCT AS MUCH OF THE ORIGINAL WORK AS NECESSARY TO OBTAIN A WATER MAIN THAT DOES NOT EXCEED THE ALLOWABLE LEAKAGE UPON RETESTING.

18. DISINFECTION AND BACTERIOLOGICAL TESTING

    DISINFECT WATER MAINS IN ACCORDANCE WITH AWWA C651 AND THE COMMONWEALTH OF VIRGINIA/DEPARTMENT OF HEALTH WATERWORKS REGULATIONS.

    THE CONTRACTOR SHALL COLLECT SAMPLES FOR BACTERIOLOGICAL TESTING AND HAVE THEM TESTED THROUGH AN APPROVED CERTIFIED LAB. THE TOWN WILL NOT PERFORM TESTING.

    FLUSHING AND DISPOSAL OF FLUSHING WATERS SHALL BE IN ACCORDANCE WITH GENERAL NOTE 19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PLANNING AND DISPOSAL OF ALL FLUSHING WATERS.

    A. FILLING AND CONTACT: WHEN INSTALLATION HAS BEEN COMPLETED, THE MAIN SHALL BE FILLED WITH WATER AT A RATE SUCH THAT WATER WITHIN THE MAIN WILL FLOW AT A VELOCITY NO GREATER THAN 1 FT/S. THE ENGINEER WILL BE PRESENT DURING THIS PROCEDURE TO VERIFY THAT THE CONTRACTOR IS ADHERING TO THIS REQUIREMENT.

    B. DISINFECTANT LEVEL: DISINFECTANT LEVEL SHOULD BE CHECKED AND MAINTAINED IN THE FOLLOWING MANNER:

       1. CHLORINE RESIDUAL: TAKE CHLORINE RESIDUAL AT THE FARTHEST POINT FROM THE LOCATION WHERE WATER IS INTRODUCED WHEN THE NEW WATER MAIN IS CHARGED. THE MINIMUM READING FOR PROPER DISINFECTING SHALL BE 25 mg/L. IF LESS THAN 25 mg/L ARE PRESENT, ADD ADDITIONAL CHLORINE SOLUTION TO OBTAIN THE 25mg/L.

       2. DISINFECTION TIME: ALLOW THE 25mg/L TO SIT FOR MINIMUM FOR 24 HOURS BEFORE BACTERIOLOGICAL TESTING, BUT NO LONGER THAN 5 DAYS. THE ENGINEER WILL VERIFY THIS.

       3. PRECAUTIONS: TAKE PRECAUTIONS TO ASSURE THAT AIR POCKETS ARE ELIMINATED. THIS WATER SHALL REMAIN IN THE PIPE FOR AT LEAST 24 HOURS. IF THE WATER TEMPERATURE IS LESS THAN 41 DEGREES F (5°C), THE WATER SHALL REMAIN IN THE PIPE FOR AT LEAST 48 HOURS. POSITION VALVES SO THAT THE STRONG CHLORINE SOLUTION IN THE WATER MAINS IN ACTIVE SERVICE.

    C. THE CONTRACTOR SHALL OBTAIN A TEMPORARY WATER METER FROM THE TOWN OF HERNDON FOR USE DURING FLUSHING AND TESTING OF THE WATER MAIN. THE CONTRACTOR SHALL COORINATE WITH THE TOWN OF HERDON, DEPARTMENT OF PUBLIC WORKS MAINTENANCE DIVISION, FOR CURRENT RENTAL RATES AND AVAILABILITY. THE CONTRACTOR SHALL PROVIDE ALL PUMPS, METERS, GAUGES, HOSES, CONTROL VALVES, APPROVED CROSS CONNECTION CONTROL (BACKFLOW PREVENTION) DEVICES, SLEEVES, PLUGS/CAPS, AND OTHER EQUIPMENT ASSOCIATED WITH THE FILLING, LEAKAGE TESTING, AND FLUSHING THE WATER MAIN AT NO ADDITIONAL COST. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH PROVIDING THE WATER FOR THIS PROCESS.

    D. ALL WATER USAGE SHALL BE METERED AND RECORDED BY THE TOWN. OPERATION OF EXISTING TOWN WATER SYSTEM VALVES AND FIRE HYDRANTS SHALL BE PERFORMED BY TOWN PERSONNEL ONLY.

19. FLUSHING

    1. FLUSHING FROM FIRE HYDRANTS:

       A. OPEN FIRE HYDRANT VALVE, STREET VALVE AND SOURCE VALVE COMPLETELY FOR FREE DISCHARGE. USE DIFFUSER IF NECESSARY.

       B. IF A FIRE HYDRANT CANNOT PROVIDE FOR A FREE DISCHARGE EVEN WITH A DIFFUSER, EITHER INSTALL A HAND CONTROL VALVE ON THE 2-½" HOSE CONNECTION (WITH FIRE HOSE IF NECESSARY) OR USE FIRE HYDRANT STREET VALVE TO CONTROL FLOW. DO NOT USE FIRE HYDRANT VALVE TO CONTROL FLOW.

    2. TIME REQUIREMENTS: IF OVER A WEEK HAS ELAPSED BETWEEN THE PRESSURE TEST AND SAMPLING, THOROUGH FLUSHING IS REQUIRED. IF THE TIME PERIOD HAS BEEN IN EXCESS OF A MONTH OR TRANSPORT WATER WAS UTILIZED FOR PRESSURE TESTING, SPECIAL PROCEDURES MAY BE REQUIRED AT NO ADDITIONAL COST.

    3. AFTER THE REQUIRED DETENTION PERIOD, THE HEAVILY CHLORINATED WATER SHALL BE FLUSHED FROM THE PIPELINE USING POTABLE WATER. THE CONTRACTOR IS REQUIRED TO DECHLORINATE ALL WATER OR ALLOW THE CHLORINE TO DISSIPATE WHEN FLUSHING IN ORDER TO PREVENT THE INTRODUCTION OF CHLORINATED WATER INTO ANY NATURAL WATERWAY OR WATER BODY. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO DECHLORINATE THE WATER AND SHALL NOTIFY THE OWNER OF THE INTENDED METHOD OF DECHLORINATION AND THE INTENDED DISCHARGE LOCATION PRIOR TO IMPLEMENTATION. THE CONTRACTOR SHALL VERIFY THAT THE WATER BEING DISCHARGED IS COMPLETELY DECHLORINATED BY USE OF PORTABLE COLORIMETRIC KIT SUPPLIED BY HACH COMPANY OR EQUAL. THE KIT SHALL HAVE A MINIMUM SENSITIVITY OF 0.1 mg/L.

PROJECT MANAGER [illegible], P.E. (703) [illegible], (HDKA)
SURVEYED BY [illegible], L.S. (703) 259-2132, (HDKA) - October 2016
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DESIGNED BY [illegible] (757) 463-6770.

GENERAL NOTES CONT'D

20. QUALITY CONTROL

A. WATER SAMPLES: IN ACCORDANCE WITH THE VIRGINIA DEPARTMENT OF HEALTH "WATER WORKS REGULATION". BACTERIOLOGICAL SAMPLES SHALL BE COLLECTED AT REGULAR INTERVALS NOT TO EXCEED 2,000 FEET. EXACT LOCATION OF SAMPLING POINTS SHALL BE COORDINATED WITH THE ENGINEER AND THE TOWN.

1. SCHEDULING: AFTER THE WATER MAIN HAS BEEN PRESSURE TESTED, THE CONTRACTOR SHALL CALL THE TOWN OF HERNDON TO SCHEDULE SAMPLING ACTIVITIES. SAMPLES MUST BE TAKEN AT EACH SAMPLING POINT ON TWO CONSECUTIVE DAYS. NO SAMPLES WILL BE TAKEN ON FRIDAYS. SAMPLES WILL NOT BE SCHEDULED IN ADVANCE OF THE PRESSURE TEST.

2. TESTING: THE CONTRACTOR SHALL COLLECT SAMPLES AND HAVE THEM TESTED THROUGH AN APPROVED CERTIFIED LAB.

3. UNSATISFACTORY SAMPLE: IF THE SAMPLES FAIL, THE CONTRACTOR SHALL RESCHEDULE AND REPEAT THE FLUSHING AND SAMPLING PROCESS. EACH SAMPLING POINT ON THE LINE MUST PASS BOTH DAYS OF TESTING BEFORE THE LINE WILL BE PERMITTED TO BE PLACED INTO SERVICE.

4. ADDITIONAL DISINFECTION: IF THE SECOND SET OF SAMPLES FAILS, THE WATER MAIN SHALL BE DISINFECTED AGAIN WITH CHLORINE SOLUTION AND SHALL BE ALLOWED TO SIT FOR A MINIMUM OF 24 HOURS. THE FLUSHING AND SAMPLING PROCESS SHALL THEN BE REPEATED AT THE CONTRACTOR'S EXPENSE.

5. SAMPLING PROCEDURES: ONLY SAMPLES TAKEN BY APPROVED CERTIFIED LABORATORY WILL BE CONSIDERED ACCEPTABLE FOR CERTIFYING DISINFECTION. CONTRACTORS ARE ENCOURAGED TO RUN INDEPENDENT TESTING PRIOR TO OFFICIAL ANALYSIS USING METHODS AND PROCEDURES OF THEIR CHOICE.

B. FAILURE TO MEET QUALITY STANDARDS

1. WATER QUALITY: SHOULD THE INITIAL TREATMENT, AS DETERMINED BY LABORATORY TESTS, FAIL TO RESULT IN A WATER COMPARABLE IN QUALITY TO THE WATER SERVED TO THE PUBLIC FROM THE EXISTING WATER SUPPLY SYSTEM, DISINFECTION AND FLUSHING SHALL BE REPEATED UNTIL SATISFACTORY RESULTS ARE OBTAINED.

2. COST OF ADDITIONAL DISINFECTION: ANY LABOR, MATERIALS, OR EQUIPMENT NEEDED TO RECHLORINATE OR REFLUSH WATER MAIN SHALL BE FURNISHED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE PROJECT.

21. PROTECTION

A. DISCHARGE OF DISINFECTED WATER:

1. DISCHARGE: THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR THE DISCHARGE OF DISINFECTED WATER. DISINFECTED WATER WITH A FREE CHLORINE RESIDUAL IN EXCESS OF 2.0 mg/L SHALL NOT BE DISCHARGED INTO THE TOWN OF HERNDON'S POTABLE WATER DISTRIBUTION SYSTEM. PRIOR TO DISCHARGING DISINFECTED WATER INTO THE STORM CONTROL SYSTEM THE CONTRACTOR SHALL ENSURE DECHLORINATION TO LEVELS BELOW 2.0 mg/L.

CONTROLS: THE CONTRACTOR SHALL PROVIDE SILTATION CONTROL AS REQUIRED TO PROTECT AGAINST SOIL EROSION.

RESPONSIBILITIES: THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO VEGETATION, TREES, STREAMS, PONDS, AND LAKES CAUSED BY THE DISCHARGE OF HEAVILY CHLORINATED WATER. THE CONTRACTOR SHALL PERFORM THE NECESSARY MEASURES TO DECHLORINATE THE WATER PRIOR TO DISCHARGING WATER INTO ANY STORMWATER SYSTEM, ESTUARY, OR OTHER ENVIRONMENTALLY SENSITIVE AREA, IN ACCORDANCE WITH AWWA C651. DAMAGES OR INJURY TO CUSTOMERS SERVED BY THE TOWN OF HERNDON RESULTING FROM DISCHARGES OF DISINFECTION WATER INTO THE SYSTEM SHALL BE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE REMEDIED AT HIS EXPENSE.

22. ALL SANITARY SEWER MAINS SHALL BE AIR TESTED AND MANHOLES SHALL BE TESTED BY EXFILTRATION.

THE CONTRACTOR SHALL FURNISH WEIRS, STAND PIPES, PIPE PLUGS, WATER, PRESSURE GAUGES, STOP WATCHES, AIR COMPRESSOR, HOSE AND SUCH MATERIALS AND ASSISTANCE AS REQUIRED TO PERFORM THESE TESTS. ALL ACCEPTANCE TESTS SHALL BE CONDUCTED BY THE CONTRACTOR IN THE PRESENCE OF THE ENGINEER AND AN INSPECTOR FROM THE SITE DEVELOPMENT AND INSPECTIONS DIVSION.

ACCEPTANCE TESTS SHALL NOT BE MADE UNTIL THE SANITARY SEWER, MANHOLES AND REQUIRED BUILDING LATERALS, AS SHOWN ON THE PLANS, HAVE BEEN INSTALLED. THE SEWER TRENCHES BACKFILLED TO A MINIMUM OF 6 FEET OF FINISHED GRADE AND COMPACTED.

ALL SANITARY SEWERS, INCLUDING MANHOLES, SHALL BE INSPECTED PRIOR TO ACCEPTANCE TESTING, AND ANY WATER LEAKAGE INTO THE SYSTEM SUFFICIENT TO CONSTITUTE ANY NOTICEABLE TRICKLE OR DRIBBLE, FIRST SHALL BE CORRECTED AND ELIMATED PRIOR TO UNDERTAKING THE ACCEPTANCE TEST.

D. THE CONTRACTOR SHALL SCHEDULE ALL ACCEPTANCE TESTS WITH THE ENGINEER AND SITE DEVELOPMENT AND INSPECTIONS DIVISION, AT LEAST TWO TOWN WORKING DAYS IN ADVANCE.

1. EACH SECTION OF COMPLETED SEWER SHALL BE TESTED.

2. GENERALLY, THE SEWERS SHALL BE TESTED FROM MANHOLE TO MANHOLE.

3. NO SEWERS OR BUILDING LATERAL CONNECTIONS SHALL BE EXCLUDED FROM THIS TESTING PROCEDURE.

LOW PRESSURE AIR TESTING PROCEDURE:

A. THE CONTRACTOR SHALL THOROUGHLY CLEAN AND REMOVE ALL DEBRIS, SILT, EARTH, OR OTHER MATERIAL FROM THE SEWER PRIOR TO ACCEPTANCE TESTING. THE PIPE MAY BE FLUSHED WITH WATER OR CLEANED BY MECHANICAL MEANS. NONE OF THIS WATER OR DEBRIS SHALL BE ALLOWED TO ENTER THE EXISTING SEWER.

B. TEST PLUGS SHALL BE SUPPLIED AND INSTALLED BY THE CONTRACTOR WITHIN THE PIPE AT EACH MANHOLE OR AT SUITABLE LOCATIONS TO TEST A SECTION OF THE PIPE. EACH PLUG SHALL BE ALLOWED TO ENTER THE EXISTING SEWER.

C. IF THE PIPE TO BE TESTED IS EXPECTED TO BE BELOW THE GROUND WATER TABLE, THE CONTRACTOR SHALL EITHER:

1. INSTALL A SMALL DIAMETER PERFORATED VERTICAL PIPE FROM THE INVERT ELEVATION OF THE SEWER TO THE SURFACE PRIOR TO BACKFILLING, OR

2. INSERT A PIPE PROBE BY BORING OR DRIVING INTO THE BACKFILL MATERIAL ADJACENT THE INVERT ELEVATION OF THE PIPE, AND DETERMINE THE DEPTH OF THE GROUND WATER LEVEL ABOVE THE PIPE INVERT IMMEDIATELY PRIOR TO ACCEPTANCE TESTING THE SEWER.

D. ALL GAUGE PRESSURES IN THE TEST SHALL BE INCREASED BY THE AMOUNT OF THIS BACK PRESSURE DUE TO GROUND WATER SUBMERGENCE OVER THE END OF THE PROBE. IN NO CASE SHALL THE STARTING TEST PRESSURE EXCEED 9 PSI.

CORRELATION OF VERTICAL FEET OF WATER TO PRESSURE IN PSI	
EQUIVALENT PSI	HEIGHT OF GROUND WATER ABOVE PIPE INVERT FT.
0.43	1
0.87	2
1.30	3
1.73	4
2.17	5
2.60	6
3.03	7
3.47	8
3.90	9
4.34	10
4.77	11
4.98	11.5

E. THE CONTRACTOR SHALL ADD AIR SLOWLY TO THE PORTION OF THE PIPE UNDER TEST UNTIL THE INTERNAL AIR PRESSURE IS RAISED TO 4 PSI GREATER THAN THE AVERAGE BACK PRESSURE OF ANY GROUND WATER ABOVE THE INVERT OF THE PIPE.

F. AS A SAFETY PRECAUTION, NO ONE SHALL BE ALLOWED IN A MANHOLE AFTER THE AIR PRESSURE IS INCREASED IN THE SEWER LINE. IF THE ENGINEER OR THE SITE DEVELOPMENT AND INSPECTIONS DIVISION INSPECTOR SUSPECTS THAT THE TEST PLUG MAY BE LEAKING, THE PRESSURE FIRST SHALL BE RELIEVED BEFORE ANY ADJUSTMENTS ARE MADE TO ELIMINATE AIR LEAKAGE AT THE PLUG. THE CONTRACTOR MAY PRECOAT THE PLUG WITH A SOAP SOLUTION TO CHECK THE PLUGS FOR LEAKAGE.

G. THE CONTRACTOR SHALL ALLOW THE AIR TEMPERATURE TO STABILIZE FOR AT LEAST 2 MINUTES WITH THE PIPE SUBJECTED TO AN INTERNAL PRESSURE OF 4 PSI GREATER THAN THE AVERAGE GROUND WATER BACK PRESSURE BY ADDING ONLY THE AMOUNT OF AIR REQUIRED TO MAINTAIN THIS PRESSURE.

H. IF THE INTERNAL AIR PRESSURE DECREASES, THE TIME REQUIRED FOR THE PRESSURE DROP FROM 3-1/2 TO 3 PSI GREATER THAN THE AVERAGE GROUND WATER BACK PRESSURE WILL BE OBSERVED AND RECORDED. THIS TIME INTERVAL SHALL BE COMPARED WITH THE ESTABLISHED STANDARDS IN ACCORDANCE WITH THE APPROVED TABLE OF TIME AND LENGTH BELOW FOR VARIOUS DIAMETERS OF SEWER.

LENGTH IN FEET	AIR TEST TABLE-MINIMUM HOLDING TIME IN MINUTES REQUIRED FOR PRESSURE DROP FROM 3.5 TO 3.0 PSI											
	PIPE DIAMETER IN INCHES											
	4	6	8	10	12	15	18	21	24	27	30	33
25	2.8	4.2	5.7	7.1	8.5	10.6	12.7	14.8	17.0	19.2	21.2	23.3
50	2.8	4.2	5.7	7.1	8.5	10.6	12.7	14.8	17.0	19.2	21.2	23.3
75	2.8	4.2	5.7	7.1	8.5	10.6	12.7	14.8	17.0	19.2	21.2	24.3
100	2.8	4.2	5.7	7.1	8.5	10.6	12.7	14.8	17.0	21.6	26.8	32.2
125	2.8	4.2	5.7	7.1	8.5	10.6	12.7	16.3	21.2	27.0	33.3	40.1
150	2.8	4.2	5.7	7.1	8.5	10.6	14.3	19.6	25.5	32.6	40.1	48.3
175	2.8	4.2	5.7	7.1	8.5	11.6	16.7	22.8	29.7	37.9	46.7	56.2
200	2.8	4.2	5.7	7.1	8.5	13.3	19.1	26.1	34.0	43.3	53.5	64.4
225	2.8	4.2	5.7	7.1	9.5	15.0	21.5	29.4	38.2	48.7	60.1	72.3
250	2.8	4.2	5.7	7.4	10.6	16.7	24.0	32.6	42.5	54.0	66.9	80.5
275	2.8	4.2	5.7	8.1	11.7	18.3	26.3	35.9	46.7	59.6	73.5	88.4
300	2.8	4.2	5.7	8.9	12.7	20.0	28.7	39.1	51.0	65.0	80.3	96.6
350	2.8	4.2	6.6	10.4	14.9	23.4	33.4	45.7	59.5	75.7	93.7	112.7
400	2.8	4.2	7.6	11.9	17.0	26.7	38.2	52.2	68.0	86.6	107.1	128.8
450	2.8	4.8	8.5	13.4	19.1	30.0	43.0	58.7	76.5	97.4	120.5	144.9
500	2.8	5.3	9.5	14.9	21.2	33.3	47.8	65.3	85.0	108.3	133.9	161.0

NOTES:
1. AIR TEST TABLE BASED ON RAMSEIER'S EQUATION T=0.085 (D.K/Q) Q=0.0015 FT^3 / MINUTE^2.
2. FOR TESTING 4-INCH LATERAL WITH SEWER MAIN, ADD 2.8 MINUTES TO APPROPRIATE SEWER MAIN TEST TIME.

CORRELATION-TENTHS OF MINUTES TO SECONDS									
MINUTES	0.1	0.2	0.3	0.4	0.5	0.6	0.7	0.8	0.9
SECONDS	6	12	18	24	30	36	72	48	54

I. PIPE WHICH FAILS TO MAINTAIN THE STIPULATED PRESSURE FOR A PERIOD EQUAL TO OR GREATER THAN THE HOLDING TIME SHOWN IN THE APPROVED TABLES SHALL BE DEEMED TO HAVE FAILED TO PASS THE LOW PRESSURE AIR TEST AND IS UNSATISFACTORY FOR ACCEPTANCE BY THE ENGINEER AND THE SITE DEVELOPMENT AND INSPECTIONS DIVISION INSPECTOR. ANY SEWER OR HOUSE CONNECTION THAT FAILS TO PASS THIS TEST SHALL BE REPAIRED BY THE CONTRACTOR. FOLLOWING CORRECTIONS, THE SANITARY SEWER SHALL BE TESTED AGAIN IN ACCORDANCE WITH THE ENUMERATED PROCEDURES.

J. FOR ACCURACY AND SAFETY PRECAUTIONS, AIR TESTS SHALL BE LIMITED TO THE DIAMETERS OF PIPE AND LENGTHS OF PIPE INDICATED IN THAT AIR TEST TABLE ABOVE.

K. PRESSURE GAUGES USED IN THE AIR TEST PROCEDURE SHALL HAVE A MINIMUM 4-INCH DIAMETER FACE, A RANGE 0 TO 10 PSI, SHALL BE CALIBRATED IN DIVISIONS OF 0.10 PSI, AND HAVE AN ACCURACY OF PLUS OR MINUS 1 PERCENT.

MANHOLE EXFILTRATION TESTING

A. INFLATABLE STOPPERS SHALL BE USED TO PLUG ALL LINES INTO AND OUT OF THE MANHOLE BEING TESTED.

B. THE STOPPERS SHALL BE POSITIONED IN THE LINES FAR ENOUGH FROM THE MANHOLE TO ENSURE TESTING TO THOSE PORTIONS OF THE LINES ARE NOT AIR TESTED.

C. THE MANHOLE SHALL THEN BE FILLED WITH WATER TO A LEVEL 4 FEET ABOVE THE TOP OF THE PIPE. A 24-HOUR SOAK SHALL BE ALLOWED.

D. LEAKAGE SHALL NOT EXCEED 1/2 GALLON PER HOUR. MANHOLES SUSPECTED TO BE OF POOR QUALITY, JOINTING OR CONSTRUCTION PRACTICES BY THE ENGINEER SHALL BE TESTED TO THE TOP OF THE MANHOLE.

REVISED	STATE	ROUTE	STATE PROJECT	SHEET NO.
	VA.	675	U000-235-354, PE101, RW-201, C-501	132A1

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT

Michael Baker Intl. Virginia Beach, Virginia UTILITY ENGINEER

PAC PROGRESS SUBMITTAL

PROJECT MANAGER [illegible]
SURVEYED BY [illegible]
DESIGN SUPERVISED BY [illegible]
DESIGNED BY [illegible]

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT

REVISED	STATE	ROUTE	PROJECT	SHEET NO
	VA.	675	U000-235-354, PE101, RW-201, C-501	132B

PAC
PROGRESS SUBMITTAL

[illegible]
Virginia Beach, Virginia
UTILITY ENGINEER

GENERAL NOTES CONT'D

THE CONTRACTOR SHALL NOTIFY MIKE FARR AT THE TOWN OF HERNDON DEPARTMENT OF PUBLIC WORKS & UTILITIES AT (703)-435-6800 EXT. 2153. IMMEDIATELY IF ANY EXISTING WATER OR SEWER SERVICE IS DISTURBED.

THE CONTRACTOR SHALL PROVIDE AT LEAST 72 HOURS NOTICE IN WRITING AND COORDINATE WITH THE ENGINEER AND THE TOWN OF HERNDON DEPARTMENT OF PUBLIC WORKS & UTILITES FOR THE TRANSFER OF SERVICES FROM THE EXISTING MAIN TO THE PROPOSED MAIN. BEFORE ACTIVATING ANY PROPOSED WATER OR SEWER MAINS. AND BEFORE DEACTIVATING/ABANDONING ANY EXISTING WATER MAINS OR SEWER.

23. SYSTEM SHUTDOWN OPERATION:

A. IF SYSTEM SHUTDOWN IS NECESSARY. CONTRACTOR SHALL SUBMIT A PROPOSED SHUTDOWN PLAN TO THE TOWN FOR REVIEW AND APPROVAL. THE PLAN SHALL INCLUDE AT MINIMUM. VALVES THAT WILL BE CLOSED. FIRE HYDRANTS THAT WILL BE OUT OF SERVICE. CUSTOMERS AFFECTED BY THE SHUTDOWN. PROPOSED WORK AND TIME FRAME ANTICIPATED FOR SHUTDOWN. THE PLAN SHALL BE SUBMITTED AT LEAST 30 DAYS BEFORE SCHEDULED WORK.

B. AT LEAST FIVE (5) DAYS BEFORE THE ANTICIPATED SHUTDOWN. CONTRACTOR SHALL NOTIFY THE TOWN. INCLUDING THE FIRE MARSHALL. OF HIS PROPOSED SCHEDULE AND VERIFY THE TOWN'S AVAILABILITY TO PERFORM VALVE CLOSURES. THE CONTRACTOR MAY ONLY OPERATE VALVES WITH SPECIFIC APPROVAL BY THE TOWN.

C. CONTRACTOR SHALL PREPARE AND DISTRIBUTE NOTIFICATIONS TO CUSTOMERS AFFECTED BY THE PROPOSED SHUTDOWN AND AT LEAST 5 DAYS BEFORE THE PROPOSED INTERRUPTION OF SERVICE. THE FORMAT AND DELIVERY PLAN FOR INTERRUPTION OF SERVICE NOTIFICATION MUST BE APPROVED BY THE TOWN PRIOR TO DISTRIBUTION.

24. SERVICE CONNECTIONS

A. SERVICE CONNECTIONS: SERVICE CONNECTIONS SHALL BE INSTALLED BY THE CONTRACTOR AS REQUIRED BY THE DRAWINGS AND DETAILS. OR AS DIRECTED BY THE ENGINEER OR THE TOWN.

1. THE CONNECTIONS SHALL BE MADE BY TAPPING THE WATER MAIN WITH A CORPORATION STOP. COPPER TUBING AND ANY REQUIRED FITTINGS SHALL BE ATTACHED THEREOF. ALLOWANCE FOR ANY POSSIBLE MOVEMENT OF THE WATER MAIN OR SERVICE PIPING AT THE TAP SHALL BE ACCOMPLISHED BY MAKING A HALF LOOP IN THE COPPER TUBE AND FIRMLY COMPACTING THE BACKFILL UNDER THIS LOOP. THE TUBE SHALL BE EXTENDED TO THE CONCRETE CURB AND THE TUBE SHALL BE PASSED UNDER AND TERMINATED AT THE METER ASSEMBLY AS INDICATED ON THE DRAWINDS AND DETAILS OR AS DIRECTED BY THE ENGINEER OR THE TOWN. CARE SHALL BE USED TO PREVENT THE TUBE FROM CRIMPING. BINDING OR TWISTING. THE CONCRETE CURB SHALL NOT BE REMOVED OR DAMAGED. SERVICE CONNECTIONS SHALL BE IN ACCORDANCE WITH THE STANDARD DETAIL ON SHEET 20.

2. A MINIMUM OF 3 FEET OF COVER SHALL BE PLACED OVER THE SERVICE TUBE

B. PROVIDE APPROVED TAPPING SADDLES WHERE PIPE WALLS ARE INSUFFICIENT TO EMBED THREE THREADS IN METAL.

25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SEWAGE FLOWS DURING SANITARY SEWER SYSTEM CONNECTIONS. ONCE GRAVITY SANITARY SEWER FACILITIES HAVE BEEN SHUT DOWN OR PUMP STATIONS PUMPED DOWN. THE CONTRACTOR SHALL PROVIDE STANDBY SEWAGE PUMPING. HAULING OR BY-PASS PUMPING FOR THE DISPOSAL OF ALL FLOW WHICH MAY OCCUR IN THE SHUT DOWN OF THE SANITARY SEWER SYSTEM FACILITIES. THE METHOD FOR MAINTAINING SEWAGE CONVEYANCE SHALL BE APPROVED BY THE ENGINEER PRIOR TO SYSTEM SHUTDOWN.

26. SUBMITTALS:

THE CONTRACTOR SHALL FURNISH SHOP DRAWINGS TO THE ENGINEER PRIOR TO THE CONSTRUCTION AND/OR INSTALLATION OF THE TOWN OF HERNDON WATER AND SEWER FACILITIES AND RELATED ITEMS. ANY ITEMS INSTALLED PRIOR TO THE APPROVAL OF SHOP DRAWINGS ARE DONE AT THE CONTRACTOR'S RISK AND MAY BE SUBJECT TO REMOVAL AND CORRECT INSTALLATION AT THE CONTRACTOR'S EXPENSE.

SUBMIT SHOP DRAWINGS OF THE FOLLOWING. IN ADDITION TO THE SUBMITTALS REQUIRED BY OTHER SECTIONS OF THE CONTRACT DOCUMENTS:

PIPE
GATE VALVES AND BOXES
FITTINGS
GASKETS
WATER METER AND BOX
WATER SERVICE LINES
SHUT DOWN SCHEDULE
RESTRAINED JOINTS
SEQUENCE OF CONSTRUCTION
RETAINER GLANDS
FIRE HYDRANT
METHOD OF JOINT RESTRAINT
MANHOLE FRAME AND COVERS
SANITARY SEWER MANHOLE

MATERIAL NOTES

ALL MATERIALS REQUIRED TO COMPLETE THE CONSTRUCTION OF THE WATER AND SEWER FACILITIES. AS SPECIFIED IN THE PLANS. SHALL BE IN ACCORDANCE WITH "BUY AMERICA". WHICH REQUIRES ALL STEEL. IRON. AND MANUFACTURED PRODUCTS TO BE PRODUCED IN THE UNITED STATES.

1. DUCTILE IRON WATER MAIN PIPE. FITTINGS. AND COUPLINGS SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:

A. DUCTILE IRON PIPE FOR BURIED SERVICE SHALL BE FURNISHED IN ACCORDANCE WITH ANSI/AWWA C151/A21.51-96. THICKNESS CLASS 51 SHALL BE USED FOR BURIED PIPE GREATER THAN 12-INCHES IN DIAMETER EXCEPT AS OTHERWISE NOTED ON THE DRAWINGS. ALL DUCTILE IRON PIPE 12-INCHES AND SMALLER SHALL BE THICKNESS CLASS 52. PIPE SHALL BE SUPPLIED IN STANDARD LENGTHS NOT TO EXCEED 20 FEET. PIPE SHALL BE AS MANUFACTURED BY AMERICAN CAST IRON PIPE COMPANY. U.S. PIPE AND FOUNDRY COMPANY. OR MCWANE DUCTILE.

B. JOINTS: ALL JOINTS SHALL BE MECHANICAL OR PUSH-ON. CONFORMING TO ANSI/AWWA C111/A21.11 AND SHALL BE PUSH-ON OR MECHANICAL JOINT PIPE. PUSH-ON JOINTS MAY BE THE "TYTON" JOINT OF THE U.S. PIPE FOUNDRY COMPANY. THE "FASTITE" JOINT OF AMERICAN CAST IRON PIPE COMPANY. OR APPROVED EQUAL.

C. FITTINGS: ALL FITTINGS (BENDS. TEES. REDUCERS. ETC.) SHALL BE MANUFACTURED IN ACCORDANCE WITH ANSI/AWWA C110/A21.10-98. AND SHALL HAVE A MINIMUM PRESSURE RATING OF 250 PSI. DUCTILE IRON USED SHALL HAVE A MINIMUM TENSILE STRENGTH OF 70.000 PSI. FOR PIPING LESS THAN 16-INCHES IN DIAMETER. COMPACT FITTINGS SHALL BE IN ACCORDANCE WITH ANSI/AWWA C153/A21.53-00. PLUGS AND CAPS FOR DUCTILE IRON PIPE SHALL CONFORM TO AWWA C110 AND SHALL BE SUITABLE FOR A MINIMUM OF 250 PSI.

D. THE INSIDE OF PIPE AND FITTINGS SHALL BE CEMENT-LINED IN ACCORDANCE WITH ANSI/AWWA C104/A21.4-95. THE OUTSIDE OF BURIED PIPE AND FITTINGS SHALL BE BITUMINOUS COATED TO MEET THE REQUIREMENTS OF AWWA C151. ALL EXPOSED DUCTILE IRON PIPE AND FITTINGS SHALL BE SHOP PRIMED (WITH PRIMER COMPATIBLE WITH FIELD PAINTING) ON EXTERIOR SURFACES AND GIVEN REQUIRED FINISH COATS IN THE FIELD.

E. EACH PIECE OF DUCTILE IRON PIPE SHALL HAVE THE WEIGHT AND CLASS DESIGNATION CONSPICUOUSLY PAINTED ON IT AS NEAR AS POSSIBLE TO THE FLANGED OR BELL END OF THE PIPE AND THESE DESIGNATIONS SHALL BE CLEARLY LEGIBLE.

F. ALL MATERIALS THAT MAY BE IN CONTACT WITH POTABLE WATER SHALL BE IN ACCORDANCE WITH AND APPROVED BY NSF STANDARD 61.

G. CONCRETE THRUST BLOCKS SHALL BE USED FOR 22½ THROUGH 90 DEGREE HORIZONTAL BENDS AND SHALL BE IN ACCORDANCE WITH THE DETAIL ON SHEET 14.

1. BEARING AREA FOR THE THRUST ANCHORS SHALL BE AGAINST UNDISTURBED EARTH. THE FACE OF THE EXCAVATION SHALL BE FLAT AND AT THE PROPER ANGLE TO THE FITTING. INSTALL FORMWORK FOR SIDES OF THRUST ANCHORS.

INSTALL THRUST ANCHORS SUCH THAT PIPE AND FITTING JOINTS ARE ACCESIBLE FOR REPAIR. BRACE THE BOWL AT EACH HYDRANT AGAINST REQUIRED AREA OF UNEXCAVATED EARTH AT THE END OF THE TRENCH WITH SOLID CONCRETE THRUST ANCHOR AS SHOWN ON DETAIL SHEET 14.

FOR VERTICAL BENDS. VALVES AND TEES. PIPE RESTRAINING LENGTH SHALL MEET ONE OF THE FOLLOWING CRITERIA:

1. RESTRAINED JOINT PIPE SHALL BE RESTRAINED AGAINST THRUST BY USING POSITIVE RESTRAINT SYSTEMS AND SHALL BE TR-FLEX BY U.S. PIPE. FAST-GRIP BY AMERICAN CAST IRON OR MCWANE DUCTILE SUPER-LOCK.

2. JOINT RESTRAINT SHALL UTILIZE A FOLLOWER GLAND AND SHALL INCLUDE A RESTRAINING MECHANISM WHICH. WHEN ACTUATED. IMPARTS MULTIPLE WEDGING ACTION AGAINST THE PIPE. INCREASING ITS RESISTANCE AS THE PRESSURE INCREASES. FLEXIBILITY OF THE JOINT SHALL BE MAINTAINED AFTER BURIAL. GLANDS SHALL BE MANUFACTURED OF DUCTILE IRON CONFORMING TO ASTM A536. RESTRAINING DEVICES SHALL BE MANUFACTURED OF DUCTILE IRON. HEAT TREATED TO A MINIMUM HARDNESS OF 370 BHN. DIMENSIONS OF THE GLAND SHALL BE SUCH THAT IT CAN BE USED WITH THE STANDARDIZED PUSH-ON JOINT BELL. MECHANICAL JOINT BELL AND TEE-HEAD BOLTS CONFORMING TO AWWA C111 AND AWWA C153. TWIST-OFF NUTS SHALL BE USED TO ENSURE PROPER ACTUATING OF THE RESTRAINING DEVICES. THE JOINT RESTRAIN DEVICE SHALL HAVE A WORKING PRESSURE OF AT LEAST 250 PSI WITH A MINIMUM SAFETY FACTOR OF 2:1.

RESTRAINED PIPE LENGTH SHALL BE INDICATED IN ACCORDANCE WITH THE DETAIL ON SHEET 14 AND SHALL BE MANUFACUTRED BY: MANUFACUTRED BY:

EBAA IRON. INC.
SIGMA/NAPPCO
FORD

H. RESTRAINT OF EXISTING WATER MAIN AT AND NEAR CONNECTION POINT SHALL BE IN ACCORDANCE WITH THE FOLLOWING METHOD.

1. USE U.L. LISTED RETAINER GLAND AS MANUFACTURED BY EBAA IRON. INC. SERIES 1100HD OR 1100SD AS APPLICABLE. SPLIT RETAINER GLANDS ARE FOR USE ON DUCTILE IRON PIPE ONLY. IF EXISTING PIPE IS ANY MATERIAL OTHER THAN DUCTILE IRON. REMOVE AND REPLACE WITH DUCTILE IRON MECHANICAL JOINT PIPE WITH RETAINER GLANDS IN ACCORDANCE WITH THE LENGTHS SPECIFIED ON THE PROFILE SHEETS. THE COST FOR REPLACING THE EXISTING PIPE SHALL BE AT THE UNIT PRICE BID FOR THE SIZE OF PIPE BEING REPLACED. RESTRAINT OF EXISTING JOINTS SHALL BE CONSIDERED INCIDENTAL AND WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

I. BEDDING AND BACKFILL: IN ACCORDANCE WITH VDOT STANDARD UB-1. TYPE 2. BEDDING AND BACKFILL SHALL BE INCLUDED IN THE PRICE OF THE PIPE.

J. CONNECTIONS: UNLESS OTHERWISE NOTED ON THE PLANS. CONNECTIONS TO EXISTING MAINS SHALL BE MADE USING M.J. SOLID SLEEVE FITTINGS. SLEEVES SHALL BE LONG PATTERN. SOLID TYPE MADE OF DUCTILE IRON IN ACCORDANCE WITH ANSI/AWWA C110/A21.10. AND WITH A MINIMUM PRESSURE RATING OF 250 PSI. GLANDS SHALL BE OF DUCTILE IRON. BOLTS AND NUTS SHALL BE LOW-ALLOY STEEL EXCEPT WHEN OTHERWISE SPECIFIED. GLANDS. GASKETS. BOLTS. AND NUTS SHALL BE IN ACCORDANCE WITH ANSI/AWWA C111/1A21.11.

2. GATE VALVE & BOX

A. GATE VALVES SHALL BE PROVIDED FOR SIZES 2-INCHES IN DIAMETER THROUGH 12-INCHES IN DIAMETER. GATE VALVES SHALL BE RESILIENT WEDGE GATE WITH NON-RISING STEM VALVES MANUFACTURED AND TESTED IN ACCORDANCE WITH AWWA C509. LATEST REVISION. THE VALVES SHALL BE SUITABLE FOR 250 PSI WORKING PRESSURE. MAXIMUM TEMPERATURE OF 125-DEGREES F AND MINIMUM TEMPERATURE OF 33-DEGREE F. BODY SHALL BE GREY IRON ASTM-126 CLASS B. WITH A FULL PORT OPENING EQUAL TO THE DIAMETER OF THE CORRESPONDING PIPE. THE BODY SHALL HAVE INTEGRALLY CAST GUIDES TO INSURE THAT GATE IS PROPERLY GUIDED THROUGH COMPLETE TRAVEL. AND SHALL BE FREE OF POCKETS AND BRIDGES IN THE VALVE BOTTOM.

B. VALVE ENDS FOR BURIED VALVES SHALL BE PUSH-ON OR MECHANICAL JOINT FOR UNDERGROUND INSTALLATIONS AND FLANGED FOR ABOVE GRADE OR INTERIOR INSTALLATIONS. VALVE ENDS SHALL BE MEET THE REQUIREMENTS OF AWWA C509.

C. THE SEALING MECHANISM SHALL CONSIST OF A FREE-DRAINING BY-DIRECTIONAL COMPRESSION SEATING GATE. WHICH ENSURES A 100 PERCENT BUBBLE TIGHT SEAL IN THE CLOSED POSITION AGAINST THE LINE FLOW. THE GATE SHALL BE CONSTRUCTED OF CAST IRON OR DUCTILE IRON WITH EPDM SEALS. SEALS SHALL BE O-RING STEM.

D. THE VALVE STEM SHALL BE BRONZE-MANGANESE BRONZE. CDA ALLOY C67600 WITH BRONZE STEM NUT. THE THREADS ON THE BRONZE STEM ARE ACME FORM THREADS STRENGTH.

E. A BOLTED BONNET COVER SHALL CONTAIN A GRIT AND DUST CAP PROTECTING TWO O-RING STEM SEALS AND THE NYLON BUSHING LOCATED ABOVE THE STEM COLLAR.

F. ALL INTERNAL AND EXTERNAL SURFACES OF THE VALVE INCLUDING THE INTERIOR OF THE GATE SHALL BE COATED WITH A THERMASETTING EPOXY COATING. 10 MILS NOMINAL THICKNESS. AND CONFORM WITH AWWA C550 AND CERTIFIED TO NSF 61.

GATE VALVES SHALL BE MANUFACTURED BY:

MUELLER VALVE COMPANY
BINGHAM & TYLER
OPELIKA FOUNDRY
TYLER

PROJECT MANAGER [illegible]
SURVEYED BY [illegible]
DESIGN SUPERVISED BY [illegible]
DESIGNED BY [illegible]

REVISED	STATE	ROUTE	PROJECT	SHEET NO
	VA.	675	U000-235-354, PE101, RW-201, C-501	1320

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT

Michael Baker Inc.
Virginia Beach, Virginia
UTILITY ENGINEER

PAC PROGRESS SUBMITTAL

MATERIAL NOTES CONT'D

VALVE BOXES

A. ALL BURIED GATE VALVES SHALL BE PROVIDED WITH OPERATING NUTS AND VALVE BOXES AS FOLLOWS:

PROVIDE EXTENSIONS FOR VALVE BOXES THAT ARE 6 FEET BELOW GRADE OR DEEPER. EXTENSION SHAFTS SHALL BE TYPE 304 STAINLESS STEEL AND THE OPERATING NUT SHALL BE 2 INCHES SQUARE. SHAFTS SHALL BE DESIGNED TO PROVIDE A FACTOR OF SAFETY OF NOT LESS THAN FOUR. OPERATING NUTS SHALL BE PINNED TO THE SHAFTS. EXTENSION SHAFTS SHALL BE PROVIDED FOR ALL VALVES WITH OPERATING NUTS DEEPER THAN 36" BELOW GRADE. THE EXTENSION SHAFT NUT SHALL EXTEND TO WITHIN 24" BELOW GRADE. TOP OF THE OPERATING NUT SHALL BE LOCATED AS SPECIFIED IN THIS SECTION.

VALVE BOXES SHALL BE 5 ¼" SHAFT BUFFALO STYLE. SLIP TYPE. ADJUSTABLE CAST IRON VALVE BOXES OF THE TWO PIECE TYPE. CONSISTING OF TOP SECTION WITH COVER AND BOTTOM SECTION. BASE SHALL BE PROPER TYPE AND SIZE FOR THE VALVE WITH WHICH IT IS USED.

THE WORD "WATER" SHALL BE CAST OR EMBOSSED ON THE VALVE BOX COVER IN LETTERS NOT LESS THAN 1" HIGH. SCREW TYPE EXTENSION PIECES IF REQUIRED SHALL BE CAST OR DUCTILE IRON. VALVE BOXES SHALL BE MANUFACTURED BY:

MUELLER COMPANY
BINGHAM & TAYLOR
OPELIKA FOUNDRY

BARREL LENGTH SHALL BE ADAPTED TO THE DEPTH OF COVER. WITH A LAP OF AT LEAST 6" WHEN IN THE MOST EXTENDED POSITION. COVERS SHALL BE CAST IRON WITH INTEGRALLY-CAST DIRECTION-TO-OPEN ARROW. ALUMINUM OR PLASTIC IS NOT ACCEPTABLE. A MEANS OF LATERAL SUPPORT FOR THE VALVE EXTENSION SHAFTS SHALL BE PROVIDED IN THE TOP PORTION OF THE VALVE BOX. COVERS SHALL NOT ROCK WHEN SUBJECTED TO TRAFFIC. THE UPPER SECTION OF EACH BOX SHALL HAVE A BOTTOM FLANGE OF SUFFICIENT BEARING AREA TO PREVENT SETTLING. THE BOTTOM OF THE LOWER SECTION SHALL ENCLOSE THE STUFFING BOX AND OPERATING NUT OF THE VALVE AND SHALL BE OVAL. AN APPROVED OPERATING KEY OR WRENCH DESIGNED FOR VALVE OPERATION SHALL BE PROVIDED. ALL FASTENERS SHALL BE TYPE 304 STAINLESS STEEL.

3. FIRE HYDRANTS

A. HYDRANTS SHALL BE DESIGNED FOR 150 PSI SERVICE AND FOR INSTALLATION IN A TRENCH THAT WILL PROVIDE 3 ½' MINIMUM COVER. HYDRANTS SHALL BE OF THE SAFETY. FLANGE. BREAKAWAY TOP TYPE. MEETING REQUIREMENTS OF AWWA C502. HYDRANTS SHALL HAVE A BARREL DIAMETER NO SMALLER 6". A HYDRANT VALVE DIAMETER NO SMALLER THAN 4 ½" . AND SHALL BE EQUIPPED WITH TWO 2 ½" HOSE NOZZLES AND ONE 4 ½" PUMPER CONNECTION. HOSE AND PUMPER OUTLET THREADS SHALL MATCH TOWN OF HERNDON STANDARDS.

B. HYDRANT SHALL BE OF THE FULL COMPRESSION DESIGN. OPENING AGAINST AND CLOSING WITH THE WATER PRESSURE. THE HYDRANTS SHALL BE DESIGNED TO PERMIT ROTARY MOVEMENT OF THE UPPER BARREL. ANY NUMBER OF DEGREES REQUIRED TO EFFECT PROPER ALIGNMENT WITHOUT SHUTTING DOWN SERVICE OR REMOVING FLANGE BOLTS AND NUTS.

C. HYDRANT MUST OPEN TURNING A ⅝" (POINT TO FLAT) PENTAGON OPERATING NUT TO THE LEFT (COUNTERCLOCKWISE) AND MUST BE MARKED WITH AN ARROW AND WORD "OPEN" TO INDICATE THE DIRECTION TO TURN STEM TO OPEN HYDRANT.

D. ALL INTERNAL PARTS SHALL BE DESIGNED FOR RAPID AND SIMPLE REMOVAL EMPLOYING A COMPACT LIGHTWEIGHT WRENCH (10 POUNDS OR LESS) THAT WILL WITHDRAW ALL WORKING PARTS FROM THE BASE OF THE HYDRANT AS A UNIT. HYDRANT MUST BE CAPABLE OF BEING EXTENDED WITHOUT REMOVING ANY OPERATING PARTS.

E. THE MAIN VALVE ASSEMBLY SHALL HAVE A BRONZE SUBSEAT AND A BRONZE SEAT RING. THE THREADED BRONZE SUBSEAT OF THE HYDRANT SHALL BE AN INTEGRAL PART OF THE BOOT OR ELBOW VALVE ASSEMBLY. THE SEAL BETWEEN THE SET RING AND SEAT SHALL CONSIST OF TWO "O" RINGS LOCATED IN MACHINED GROOVES ABOVE AND BELOW THE DRAINAGE CHANNEL. THERE SHALL BE A MINIMUM OF TWO (2) EXTERIOR DRAIN PORTS. LOCATED ONE-HUNDRED AND EIGHTY DEGREES (180 DEG.) APART.

F. HYDRANT OPERATING MECHANISM SHALL BE HOUSED IN COMPACT SEAL PLATED WITH INTEGRAL LUBRICATION CHAMBER. AN "O" RING SEAL SHALL BE USED ON THE HOLD DOWN NUT TO PREVENT DIRECT CONDENSATION OR ATMOSPHERIC CONTAMINATION ENTERING GREASE CHAMBER FROM OUTSIDE. DOWNWARD TRAVEL OF MAIN VALVE SHALL BE CONTROLLED BY A TRAVEL STOP NUT AT THE TOP OF THE HYDRANT. HYDRANT OPERATING MECHANISM SHALL BE READILY AVAILABLE FOR INSPECTION WITHOUT REMOVING SEAL PLANT FROM BARREL.

G. THE DESIGN AND CONSTRUCTION OF THE HYDRANT OPERATING MECHANISM LOCATED AT THE TOP OF THE HYDRANT SHALL BE SUCH THAT NO PART OF THE OPERATING THREADS WILL BE IN CONTACT WITH WATER IN THE STANDPIPE WHEN THE HYDRANT IS IN SERVICE. AND "O" RING SEALS SHALL BE USED TO PREVENT WATER UNDER PRESSURE FROM ENTERING THE LUBRICATING CHAMBER. A BRONZE NUT AND CHECK NUT SHALL BE PROVIDED TO HOLD THE MAIN HYDRANT VALVE ON ITS STEM.

H. HYDRANT VALVE OPENING SHALL BE OBSTRUCTED ONLY BY THE VALVE ROD. EACH HYDRANT SHALL BE ABLE TO DELIVER A MINIMUM OF 600 GALLONS PER MINUTE THROUGH ITS TWO 2-½" HOSE NOZZLES WHEN OPENED TOGETHER WITH A LOSS OF NOT MORE THAN 2 PSI IN THE HYDRANT.

I. HYDRANT SHALL BE FURNISHED WITH A STEEL CHAIN HOLDER. DOUBLE STEEL HOSE CAP CHAIN. STEEL PUMPER CAP CHAIN AND ANY OTHER HOOKS AND/OR APPURTENANCES REQUIRED FOR PROPER USE. EACH NOZZLE CAP SHALL PROVIDED WITH A BUNA N RUBBER WASHER.

J. ALL IRONWORK TO BE SET BELOW GROUND. AFTER BEING THOROUGHLY CLEANED. SHALL BE PAINTED WITH TWO COATS OF ASPHALT VARNISH SPECIFIED IN AWWA C502.

K. C502 AND SHALL BE IN ACCORDANCE WITH DETAIL ON SHEET 12 AND HYDRANTS SHALL BE HYDROSTATICALLY TESTED AS SPECIFIED IN AWWA MANUFACTURED BY:

MUELLER A-461 CENTURION
KENNEDY K-81
APPROVED EQUAL

L. PAINT COATINGS: HYDRANT NOZZLE CAPS AND BONNETS SHALL BE PAINTED WITH DURA CLAD HR READY MIXED ALUMINUM 93-824-DURON #9382411 OR APPROVED EQUAL. BARREL ASSEMBLIES SHALL BE PAINTED WITH TWO COATS OF DURA CLAD INTERIOR/EXTERIOR ALKYD GLOSS CHINESE RED-DURON #1294311 OR APPROVED EQUAL AFTER THOROUGH CLEANING OF IRONWORK.

4. WATER SERVICE LINES AND WATER METER & BOX

A. WATER SERVICE LINES SHALL BE A MINIMUM OF 1-INCH DIAMETER. ALL SERVICE LINES 1-INCH THROUGH 2-INCHES IN DIAMETER SHALL BE CONSTRUCTED OF TYPE "K" COPPER TUBING AND SHALL BE CONSTRUCTED WITH A CORPORATION STOP. METER YOKE AND METER-BOX. WATER SERVICE LINES LARGER THAN 2-INCHES WILL UTILIZE A GATE VALVE ON THE SERVICE LINE MOUNTED NEAR THE WATER MAIN IN LIEU OF THE OF THE CORPORATION STOP.

B. SERVICE LINES WILL HAVE A MINIMUM COVER OF THIRTY-SIX INCHES FROM THE TOP OF THE PIPE TO FINISH GRADE AT ALL POINTS. INCLUDING THE DITCH LINE.

C. WATER SERVICE LINES SHALL BE PLACED AT THE MIDPOINT OF THE PROPERTY FRONTAGE WHENEVER POSSIBLE. THE METER-BOXES SHALL BE SET IN THE UTILITY STRIP FOR CURB AND GUTTER STREETS OR AS SHOWN ON THE PLANS.

METERING

A. ALL SERVICE LINES SHALL BE METERED. METER INSTALLATION SHALL BE IN ACCORDANCE WITH THE DETAIL ON SHEET 12.

B. ALL METERS. INCLUDING SUBMETERS. SHALL BE PROVIDED WITH BACKFLOW PREVENTION.

5. DUCTILE IRON GRAVITY SEWER MAIN PIPING SHALL BE IN ACCORDANCE WITH THE MATERIAL NOTE FOR DUCTILE IRON WATER MAIN (MATERIAL NOTE 1) EXCEPT THAT DISINFECTION SHALL NOT BE REQUIRED AND THE PIPE AND FITTINGS INTERIOR SHALL BE LINED WITH PROTECTO 401 CERAMIC EPOXY. PROTECTO 401 WILL NOT BE MEASURED FOR SEPARATE PAYMENT AND SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE PIPE. RESTRAINT SHALL NOT BE REQUIRED FOR GRAVITY SEWER MAINS.

6. SANITARY SEWER MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PRECAST SANITARY SEWER MANHOLE DETAIL ON SHEET 13. MANHOLES SHALL BE WET CAST PRECAST CONCRETE CONFORMING TO ASTM C478 WITH ECCENTRIC CONES AND EXTENDED BASES. CONCRETE SHALL CONFORM TO THE REQUIREMENTS OF ASTM C150. JOINTS SHALL CONFORM TO ASTM 990-06. GASKETS SHALL BE EITHER O-RING OR PROFILE WITH THE FORMER CONFORMING TO ASTM C3 AND THE LATTER ASTM C443.

SEWER MANHOLES FOR SEWERS UP TO 21 INCHES IN DIAMETER SHALL NOT BE LESS THAN 4 FEET INSIDE DIAMETER. MANHOLES FOR SEWERS 24 INCHES AND UP TO 36 INCHES SHALL HAVE AN INSIDE DIAMETER OF NOT LESS THAN 5 FEET.

7. MANHOLE FRAMES AND COVERS SHALL BE ROADWAY TYPE WITH DEEP SOCKET COVERS AND SHALL BE FITTED WITH DUSTPAN AND MANHOLE INSERT. DUSTPAN SHALL HAVE LIFTING HANDLES. MACHINE FRAMES AND COVERS. TO PREVENT RATTLING. PROVIDE COVER WITH TWO 0.75 INCH DIAMETER HOLES FOR VENTILATION. CASTINGS SHALL BE OF GRAY IRON MEETING REQUIREMENTS OF AASHTO M-105. CLASS 35B. MANHOLE FRAMES AND COVERS SHALL BE IN ACCORDANCE WITH THE DETAIL ON SHEET 13.

8. ADJUST EXISTING SANITARY SEWER MANHOLE FRAME & COVER. VALVE BOXES. AIR RELEASE VALVE BOXES AND SEWER CLEANOUTS SHALL BE IN ACCORDANCE WITH SECTIONS 510 AND 520 OF THE VDOT ROAD AND BRIDGE SPECIFICATIONS. FRAME AND COVER SHALL BE SET FLUSH WITH THE PROPOSED GRADE INCLUDING CROSS SLOPES OF PAVEMENTS. METAL RISER RINGS ARE NOT PERMITTED FOR ADJUSTMENTS. FINAL ADJUSTMENT OF FRAME AND COVER SHALL BE BY USE OF BRICKS AND/OR MORTAR UNDER THE FRAME. CONCRETE RINGS. 4-INCH MINIMUM TO 12-INCH MAXIMUM WILL BE PERMITTED FOR ADJUSTMENT OF MANHOLES.

9. FLOWABLE BACKFILL UTILITY SHALL BE IN ACCORDANCE WITH THE VDOT FLOWABLE BACKFILL SPECIAL PROVISION. ALL WATER MAINS. SANITARY SEWER MAINS 4" IN DIAMETER AND LARGER WHICH ARE SHOWN ON THE PLANS TO BE ABANDONED SHALL BE PLUGGED AND FILLED WITH FLOWABLE BACKFILL.

SEQUENCE OF CONSTRUCTION

EXECUTE THE FOLLOWING INSTALLATIONS IN THE SEQUENCE INDICATED. PROCEDURE FOR ACCOMPLISHING EACH INSTALLATION SHALL BE THE CONTRACTOR'S RESPONSIBILITY. ALL MATERIAL. EQUIPMENT. LABOR AND APPURTENANCES (INCLUDING TEMPORARY PLUGS. COUPLINGS. ETC.) REQUIRED TO ACCOMPLISH INSTALLATIONS IN ACCORDANCE WITH THE SEQUENCE OF CONSTRUCTION SHALL BE INCLUDED IN THE BID COST FOR THE ASSOCIATED PAY ITEM. AN ALTERNATE SEQUENCE MAY BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FOR APPROVAL. THE ENTIRE LENGTH OF MAIN LINE UTILITY ADJUSTMENTS SHALL BE CONSTRUCTED. TESTED. AND DISINFECTED AS REQUIRED BY SPECIFICATIONS PRIOR TO CONNECTION WITHOUT INTERRUPTION TO ANY EXISTING SERVICE. CONNECTION PIPING SHALL BE TESTED AND DISINFECTED AS REQUIRED BY THE SPECIFICATIONS.

LANE CLOSURES AND STOPPAGES OF TRAFFIC SHALL BE IN ACCORDANCE WITH MAINTENANCE OF TRAFFIC PLANS.

RESTRAINT OF ALL EXISTING PIPE SHALL BE PERFORMED TO THE EXTENT POSSIBLE PRIOR TO ANY OUTAGE OF UTILITY SERVICE.

OFFSETS AND OTHER ADJUSTMENTS SHALL BE PRE-FABRICATED TO THE EXTENT POSSIBLE PRIOR TO THE OUTAGE.

THE DEFINITION OF TERMS USED IN THE SEQUENCE OF CONSTRUCTION ARE AS FOLLOWS:

SHUTDOWN - SHUTDOWN OF TOWN OF HERNDON FACILITIES SHALL BE IN ACCORDANCE WITH GENERAL NOTES AND LIMITED TO THE DAYS AND HOURS INDICATED BELOW. EXCLUSIVE OF HOLIDAYS.

WATER MAIN: CONTRACTOR SHALL COORDINATE SHUTDOWN TIMEFRAMES FOR WATER MAINS WITH THE TOWN OF HERNDON.

GRAVITY SEWER: NO SHUTDOWN ALLOWED. BYPASS PUMPING CAN BE USED IF NECCESARY. AT THE CONTRACTOR'S EXPENSE. A BYPASS PLAN MUST BE SUBMITTED TO THE TOWN AND APPROVE PRIOR TO PUMP USE.

THE CONTRACTOR SHALL NOTIFY TOWN OF HERNDON CUSTOMERS OF A SHUTDOWN AT LEAST 5 DAYS IN ADVANCE.

INSTALL - ALL EFFORTS REQUIRED TO EXCAVATE. ASSEMBLE AND PLACE PIPE AND BACK FILL IN ACCORDANCE WITH PLANS AND SPECIFICATIONS. ALL INSTALLATIONS SHALL BE TESTED. CHLORINATED AND/OR DISINFECTED IN ACCORDANCE WITH THE SPECIFICATIONS AND AS STATED ABOVE.

CONNECTIONS - PIPE ASSEMBLIES. SLEEVES. FITTINGS. VALVES. TEMPORARY AND/OR PERMANENT PLUGS AND COUPLINGS AS INDICATED ON THE PLANS OR AS REQUIRED TO ACHIEVE SEQUENCE OF CONSTRUCTION AT LOCATIONS WHERE PROPOSED WORK MEETS EXISTING FACILITIES.

ACTIVATE - UPON COMPLETION OF INSTALLATION. TESTING AND THE ENGINEER'S APPROVAL IN ACCORDANCE WITH PLANS AND SPECIFICATIONS. PLACE THE FACILITY INTO OPERATION.

SEQUENCE

A. TYPICAL SEQUENCE FOR RELOCATIONS.

1. RESTRAIN EXISTING PIPE TO THE EXTENT POSSIBLE.
2. INSTALL UTILITY AROUND FUTURE OBSTRUCTION LOCATION ADJACENT TO CONNECTION POINTS.
3. SHUT DOWN EXISTING UTILITY SERVICE.
4. REMOVE EXISTING UTILITY AS REQUIRED TO ACCOMMODATE CONNECTIONS. MAKE CONNECTIONS TO EXISTING UTILITY. ONE SHUT DOWN PERMITTED.
5. ACTIVATE EXISTING/PROPOSED UTILITY.
6. ABANDON OR REMOVE EXISTING UTILITY. AS REQUIRED.

THIS SHEET FOR UTILITY RELOCATION/ADJUSTMENT
FOR WATER AND SEWER ONLY

PROJECT MANAGER Harold Attaughton, P.E. (703) 259-8125, (WDKA)
SURVEYED BY James G. Ellis, L.S. (703) 259-8132, (WDKA), October 2016
DESIGN SUPERVISED BY Victoria Bubar, P.E. (804) 225-3131 (CentralCAD/Dom)
DESIGNED BY Michael Baker, Jet (757) 463-8270.

Utility Owners:

Water and Sewer:
- Fairfax Water, 8560 Arlington Blvd., Fairfax, VA 22031, Robert Cotton, (703) 289-6310
- Town Of Herndon (HRN), Department Of Public Works, 777 Lynn Street, Herndon, VA 20172, John Jay Sargent, (703) 435-6800 x2072
- County Of Fairfax - Sewer (FCU), Dept. of Public Works & Environmental Services, 12000 Government Center Parkway, Suite 463, Fairfax, Virginia, 22035, Mike Gallo, (703)-324-5111

Power:
- Dominion Energy Virginia, 3072 Centreville Road, Herndon, Virginia, 20171, Robert Terry, 571-203-5243

Telecomm:
- Verizon (VZN), 22001 Loudoun County Pkwy., Ashburn, VA 20147, Carrie Albritz, (703) 694-6371
- Cox Communications (COX), 179 Lauisa Drive, Newport News, VA 23601, Jackie Jordan, (757) 369-6277
- AT&T Corp. (ATT), 4800 Winchester Blvd, Frederick, MD 21703, Linard Miller (702) 624-4956, Gary Wigfield (301) 874-4180
- Zayo Communications (ZAY), Kris Kobylski, OSP Area Director, VA/NW/MD Zayo Group, 13861 Sunrise Valley Drive, Suite 450, Herndon, VA 20171, (571) 220-4813
- CenturyLink, 2900 Towerview Road, Suite 150, Herndon, VA 20171, Noah Dobbins, P.E., (703) 464-7529

Telecomcontrk:
- MCI-Verizon Business, 2400 N. Glenville Dr., Richardson, TX 75082, Attn: Investigations, (800) 624-9675
- CenturyLink, 2900 Towerview Road, Suite 150, Herndon, VA 20171, Noah Dobbins, P.E., (703) 464-7529
- Century Link National Network, 1306 Concourse Drive, Suite 400, Linthicum, Maryland, 21090, Joseph Graham, 703-363-8440
- Windstream KDL (WIN), Jerry Richardson, Senior OSP Engineer-Construction Manager, Windstream, (804) 422-4258
- Level 3 Communications (LTCI), 520 Van Buren Street, Herndon, Virginia, 20170, Boyd Williams, (703) 639-9758

Telecomcontrk:
- FiberLight, LLC (FBL), 950 Herndon Parkway, Suite 250, Herndon, VA 20170, Karl Strachan, (410) 979-0384
- XO Communications, 8613 Lee Highway, Suite 200, Fairfax, VA 22031, Keith Davis, (571) 328-0362

Gas:
- Columbia Gas, 4176 Bludau Drive, Warrenton, Virginia, 20187, Matthew Knudson, (419) 819-2805
- Columbia Gas Transmission, 900 Lafayette Boulevard, Suite 210-A, Fredericksburg, Virginia, 22408, Tony Rodd, 703-508-2135

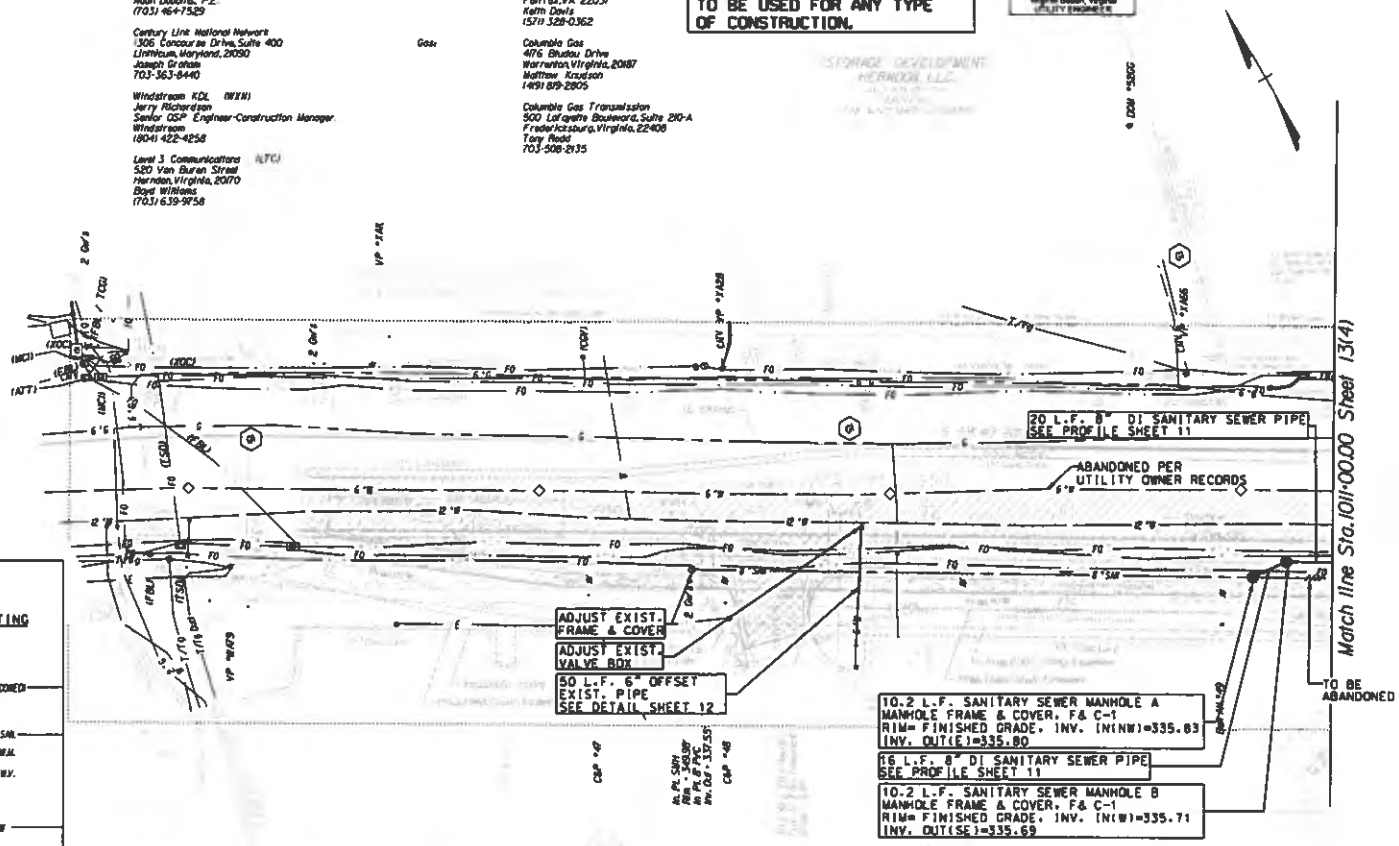
0.4 C.Y. FLOWABLE BACKFILL UTILITY

THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION.

REVISED	STATE	ROUTE	PROJECT	SHEET NO.
	VA.	675	U000-235-354, PE101, RW-201, C-501	13(3)

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT

Mitchell Baker P.C. Virginia Beach, Virginia UTILITY ENGINEER



LEGEND

	PROPOSED	EXISTING
MANHOLE	●	
CLEANOUT		
ABANDON		8" ABANDONED
TO BE REMOVED		
SANITARY SEWER		12" SAN.
WATER METER		W.M.
VALVE		W.V.
FIRE HYDRANT		
DI WATER MAIN		6" W
AIR RELEASE VALVE		A/V.
GAS MAIN		3G
SANITARY SEWER FORCE MAIN		10" SFM
UNKNOWN EXIST. UTILITY		UNK
UNDERGROUND TELEPHONE		T
PLUG OR CAP		

REFERENCES (PROFILES, DETAIL & DRAINAGE DESCRIPTION SHEETS, ETC.)	
Mainline Profile	3A
Drainage Descr.	12 (1)
Existing Drainage	12 (3)

PAC
PROGRESS SUBMITTAL

SCALE 0 25' 50' | PROJECT U000-235-354 | SHEET NO. 13(3)

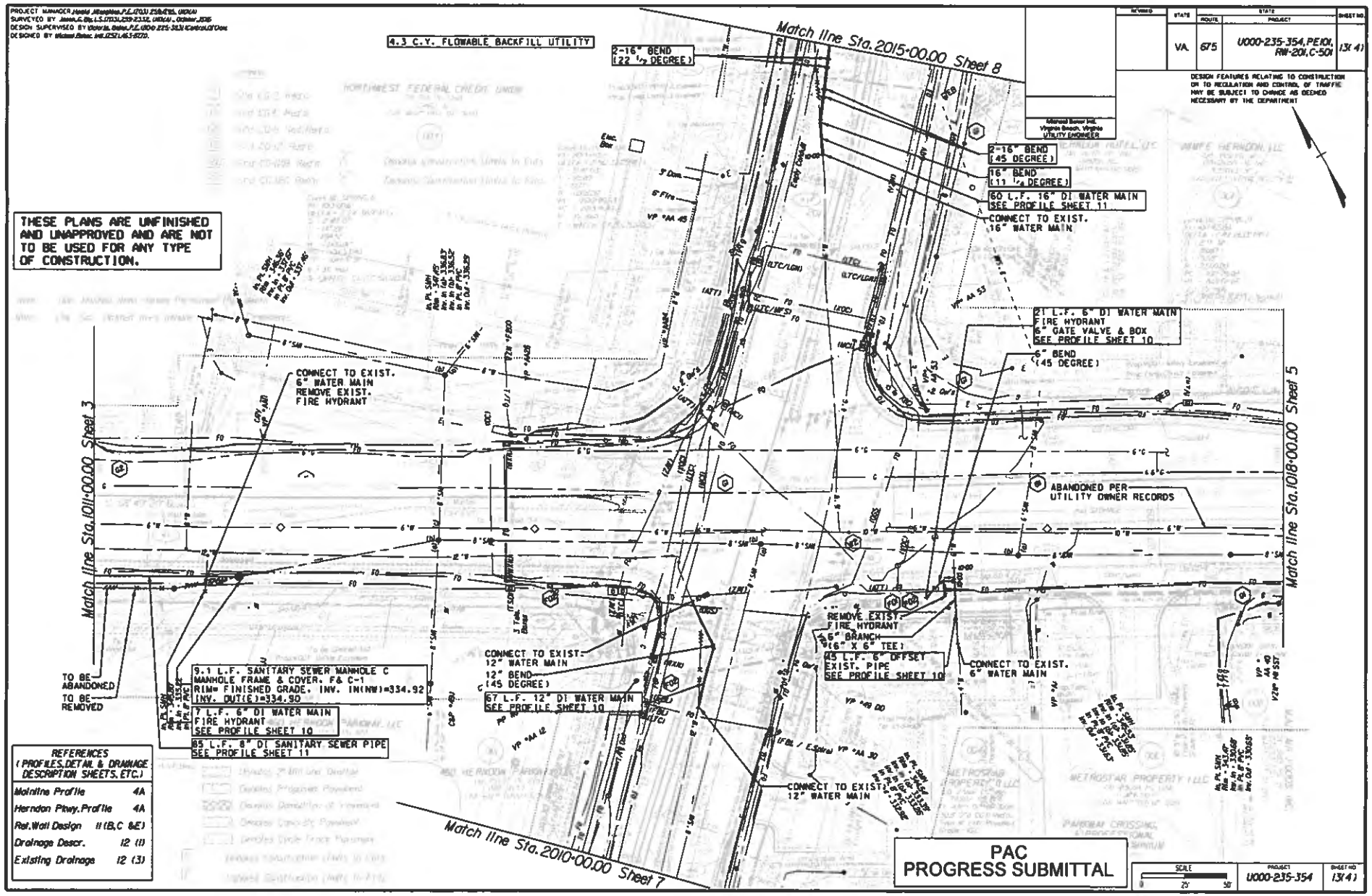
THIS SHEET FOR UTILITY RELOCATION/ADJUSTMENT FOR WATER AND SEWER ONLY

PROJECT MANAGER [illegible]
SURVEYED BY [illegible]
DESIGN SUPERVISED BY [illegible]
DESIGNED BY [illegible]

STATE	ROUTE	PROJECT	SHEET NO.
VA.	675	U000-235-354, PE101, RW-201, C-501	13(4)

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT

Michael Baker Inc. Virginia Beach, Virginia UTILITY ENGINEER



REFERENCES (PROFILES, DETAIL & DRAINAGE DESCRIPTION SHEETS, ETC.)	
Mainline Profile	4A
Herndon Pkwy. Profile	4A
Ret. Wall Design	11 (B, C &E)
Drainage Descr.	12 (1)
Existing Drainage	12 (3)

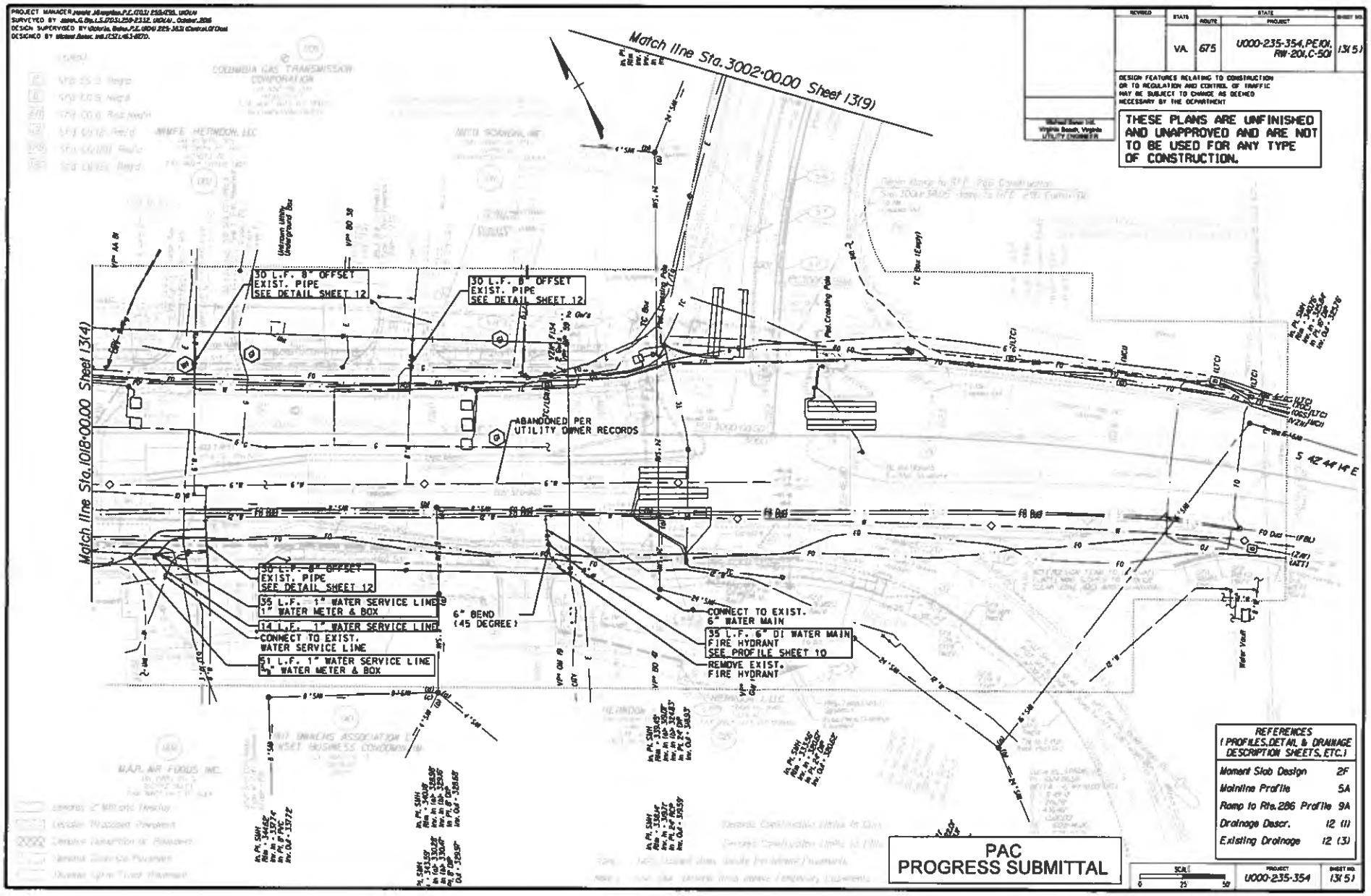
THIS SHEET FOR UTILITY RELOCATION/ADJUSTMENT FOR WATER ONLY

REVISED	STATE	ROUTE	PROJECT	SHEET NO.
	VA.	675	U000-235-354, PE101, RW-201, C-501	13(5)

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT

Michael Baker Jr., Inc. Virginia Beach, Virginia UTILITY ENGINEER

THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION.



REFERENCES (PROFILES, DETAIL & DRAINAGE DESCRIPTION SHEETS, ETC.)	
Moment Slab Design	2F
Mainline Profile	5A
Ramp to Rte.286 Profile	9A
Drainage Descr.	12 (1)
Existing Drainage	12 (3)

PAC PROGRESS SUBMITTAL

SCALE 0 25 50

PROJECT	SHEET NO.
U000-235-354	13(5)

NO UTILITY WORK THIS SHEET
INCLUDED FOR INFORMATIONAL PURPOSES ONLY

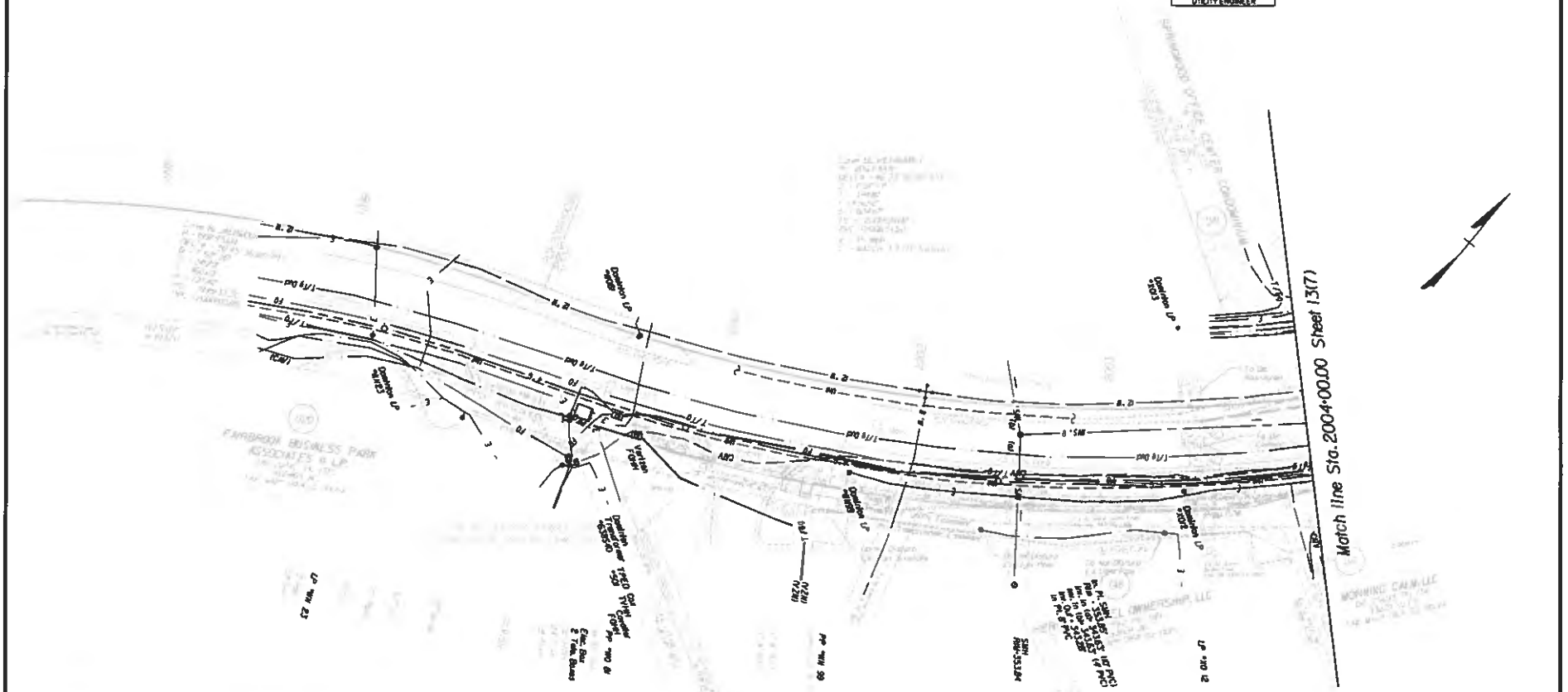
PROJECT MANAGER Harold Monopolus, P.E. (703) 259-2135, VDOT
SURVEYED BY Jason G. Du, L.S. (703) 259-2132, VDOT, October, 2006
DESIGN SUPERVISED BY Victoria Dolan, P.E. (804) 225-3153 (Contract) (703)
DESIGNED BY Michael Baker, Inc. (703) 267-8070.

THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION.

REVISED	STATE	STATE ROUTE	STATE PROJECT	SHEET NO
	VA.	675	U000-235-354, PE101, RW-201, C-501	13(6)

Michael Baker Inc.
Virginia Beach, Virginia
UTILITY ENGINEER

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT


Match line Sta. 2004+00.00 Sheet 13(7)
FAIRBROOK BUSINESS PARK ASSOCIATES II, LP
MORNING CALM, LLC
Drainage Inlet
Drainage Inlet
Drainage Inlet

THIS SHEET FOR UTILITY RELOCATION/ADJUSTMENT
FOR WATER AND SEWER ONLY

PROJECT MANAGER Harold Maughan, P.E. (703) 259-2132, DEWAI
SURVEYED BY Jason G. Big, L.S. (703) 259-2132, DEWAI / October, 2006
DESIGN SUPERVISED BY Victoria Bates, P.E. (804) 775-3830 (Central Office)
DESIGNED BY Michael Baker, Inc. (757) 463-6670.

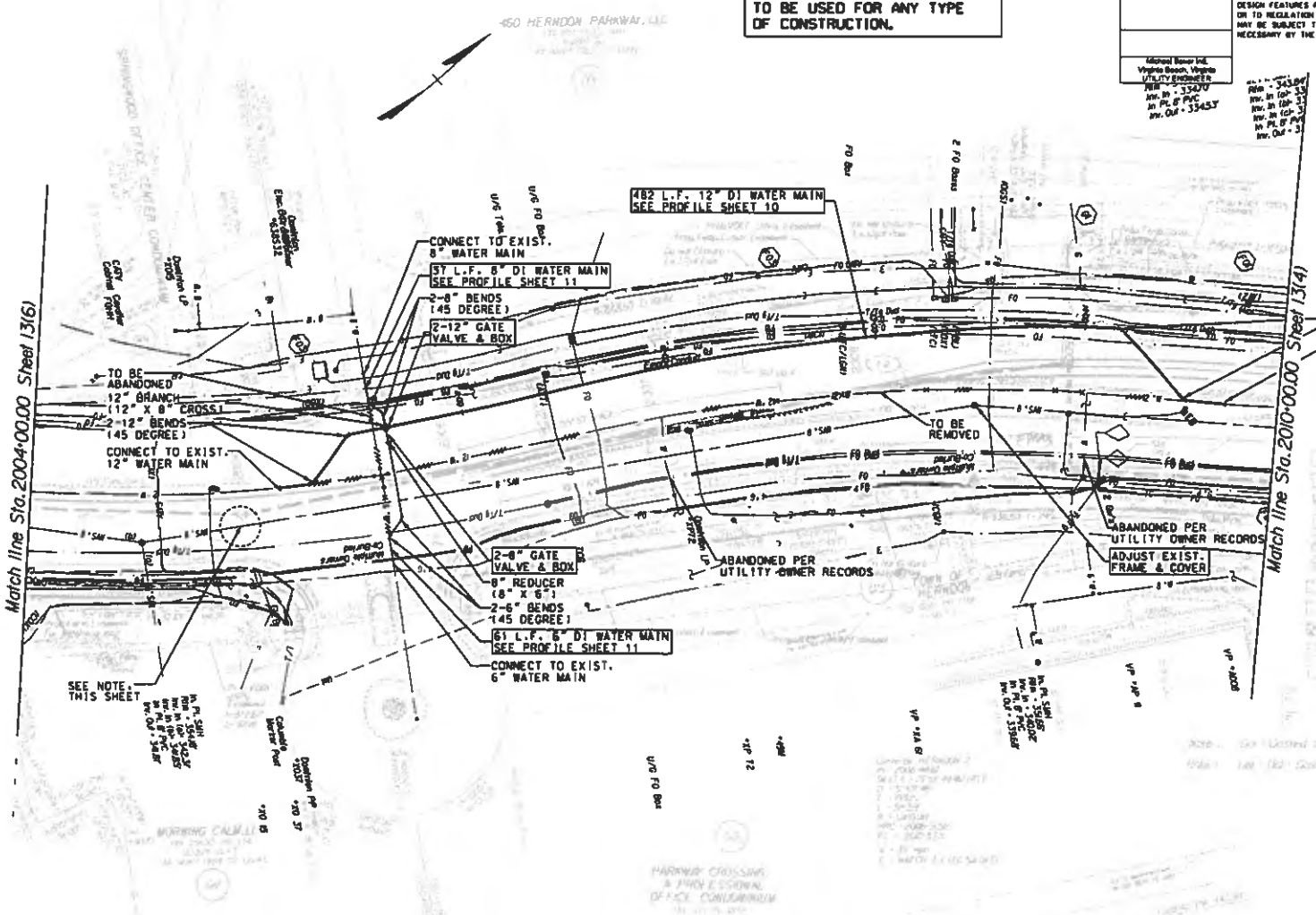
REVISED	STATE	ROUTE	PROJECT	SHEET NO
	VA.	675	U000-235-354, PE101, RW-201, C-501	13(7)

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT

Michael Baker Inc.
Virginia Beach, Virginia
UTILITY ENGINEER

10.4 C.Y. FLOWABLE BACKFILL UTILITY

THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION.



NOTE:
THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN EXCAVATING FOR INSTALLATION OF PROPOSED STORM PIPE & STRUCTURE 7-5 IN THE VICINITY OF THE EXISTING SANITARY SEWER.

REFERENCES (PROFILES, DETAIL & DRAINAGE DESCRIPTION SHEETS, ETC.)	
Herndon Pkwy. Profile	7A
Ret. Wall Design	11 (A & E)
Drainage Descr.	12 (2)
Existing Drainage	12 (3)

PAC
PROGRESS SUBMITTAL

SCALE	PROJECT	SHEET NO.
0 25 50'	U000-235-354	13(7)

THIS SHEET FOR UTILITY RELOCATION/ADJUSTMENT FOR WATER ONLY

PROJECT MANAGER [illegible]
SURVEYED BY [illegible]
DESIGN SUPERVISED BY [illegible]
DESIGNED BY [illegible]

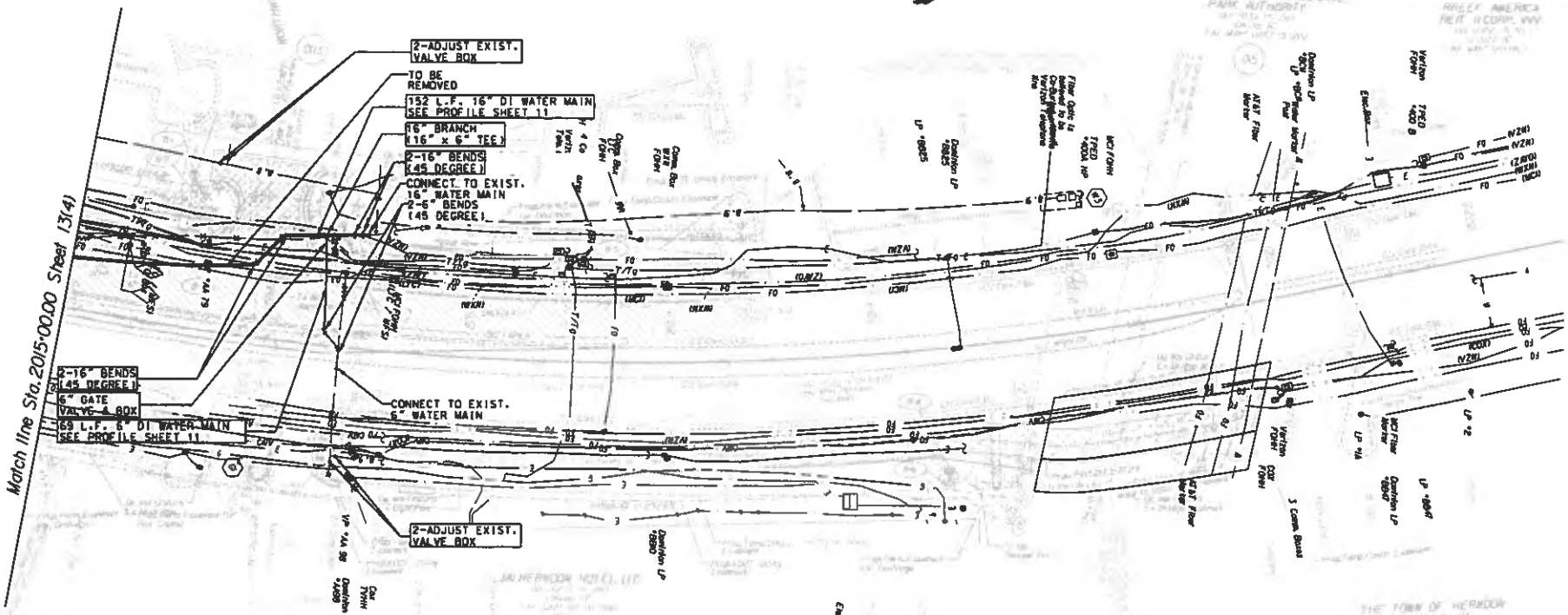
THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION.

2.3 C.Y. FLOWABLE BACKFILL UTILITY

REVISED	STATE	ROUTE	STATE PROJECT	SHEET NO.
	VA.	675	U000-235-354, PE101, RW-201, C-501	13(8)

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT

Michael Baker Inc.
Virginia Beach, Virginia
UTILITY ENGINEER



REFERENCES (PROFILES, DETAIL & DRAINAGE DESCRIPTION SHEETS, ETC.)	
Herndon Pkwy. Profile	8A
Ret. Wall Design	11(C, D & E)
Drainage Descr.	12 (2)
Existing Drainage	12 (3)

PAC
PROGRESS SUBMITTAL

SCALE 0 25 50

PROJECT	SHEET NO.
U000-235-354	13(8)

PROJECT MANAGER Harold Mangelas, P.E. (703) 259-0791, (804)
SURVEYED BY Jones, C. Bly, L.S. (703) 259-2332, (804) - October, 2006
DESIGN SUPERVISED BY Victoria Bates, P.E. (804) 225-3518
DESIGNED BY Michael Bates, Intl. (757) 463-9270.

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT

PAC PROGRESS SUBMITTAL

STATE	FEDERAL AID PROJECT	ROUTE	TOTAL PROJECT	SHEET NO.
VA		675	U000-235-354, PE101, RW-201, C-501	13(10)

GRAPHIC SCALE
HORIZONTAL 1" = 25'
VERTICAL 1" = 5'

Exist. Grade
PROP. GRADE
Exist. Fire Hydrant (To be Removed)
4-Exist. 1½" T/FO
Exist. 8" Sanitary Sewer (To be Abandoned)

Exist. FO Size/Elev. Unk.
PROP. 24" STORM PIPE
PROP. GRADE
Exist. Grade
3' MIN. CLEAR.
4.0' MIN. COVER

PROP. RETAINING WALL
4-Exist. 1½" T/FO
3-Exist. 2" T/FO
Exist. Grade
PROP. GRADE
PROP. 30" STORM PIPE
18" MIN. CLEAR.

Exist. Grade
PROP. GRADE
4-Exist. 1½" T/FO
3-Exist. 2" T/FO
Exist. 6" Water Main (To be Abandoned)

6" DI WATER MAIN PLAN SHEET 4
APPROX. STA. 1011+66, 49' RT. CONST. ℄ SPRING ST. (RTE. 675) TO
APPROX. STA. 1011+66, 56' RT. CONST. ℄ SPRING ST. (RTE. 675)

12" DI WATER MAIN PLAN SHEET 4
APPROX. STA. 2012+40, 18' LT. CONST. ℄ HERNDON PKWY. (RTE. 603) TO
APPROX. STA. 2011+90, 0' RT. CONST. ℄ HERNDON PKWY. (RTE. 603)

6" DI WATER MAIN PLAN SHEET 4
APPROX. STA. 1016+05, 49' RT. CONST. ℄ SPRING ST. (RTE. 675) TO
APPROX. STA. 1016+05, 56' RT. CONST. ℄ SPRING ST. (RTE. 675)

6" DI WATER MAIN PLAN SHEET 4
APPROX. STA. 1016+05, 56' RT. CONST. ℄ SPRING ST. (RTE. 675) TO
APPROX. STA. 1015+66, 56' RT. CONST. ℄ SPRING ST. (RTE. 675)

PROP. GRADE
Exist. Grade
PROP. 30" STORM PIPE
Exist. FO Size/Elev. Unk.
Exist. 15" Storm Pipe (To be Abandoned)
18" MIN. CLEAR.
Exist. FO Size/Elev. Unk.

Exist. 8" Water Main (To be Abandoned)
Exist. FO Size/Elev. Unk.
4.0' MIN. COVER
Exist. FO Size/Elev. Unk.

Exist. FO Size/Elev. Unk.
PROP. GRADE
Exist. Grade

6" DI WATER MAIN PLAN SHEET 4
APPROX. STA. 1020+66, 56' RT. CONST. ℄ SPRING ST. (RTE. 675) TO
APPROX. STA. 1020+90, 0' RT. CONST. ℄ SPRING ST. (RTE. 675)

12" DI WATER MAIN PLAN SHEET 7
APPROX. STA. 2205+20, 0' LT. CONST. ℄ HERNDON PKWY. (RTE. 603) TO
APPROX. STA. 2204+75, 1' RT. CONST. ℄ HERNDON PKWY. (RTE. 603)

PLAN NO.	PROJECT	FILE NO.	SHEET NO.
	U000-235-354		13(10)

PROJECT MANAGER Noelle M. Houghton, P.E. (703) 259-8235, (NOVA)
SURVEYED BY Jason G. Ely, L.S. (703) 259-2332, (NOVA) October 2016
DESIGN SUPERVISED BY Victoria Bates, P.E. (804) 225-3631
DESIGNED BY Victor Bates, Intl. (757) 463-8070.

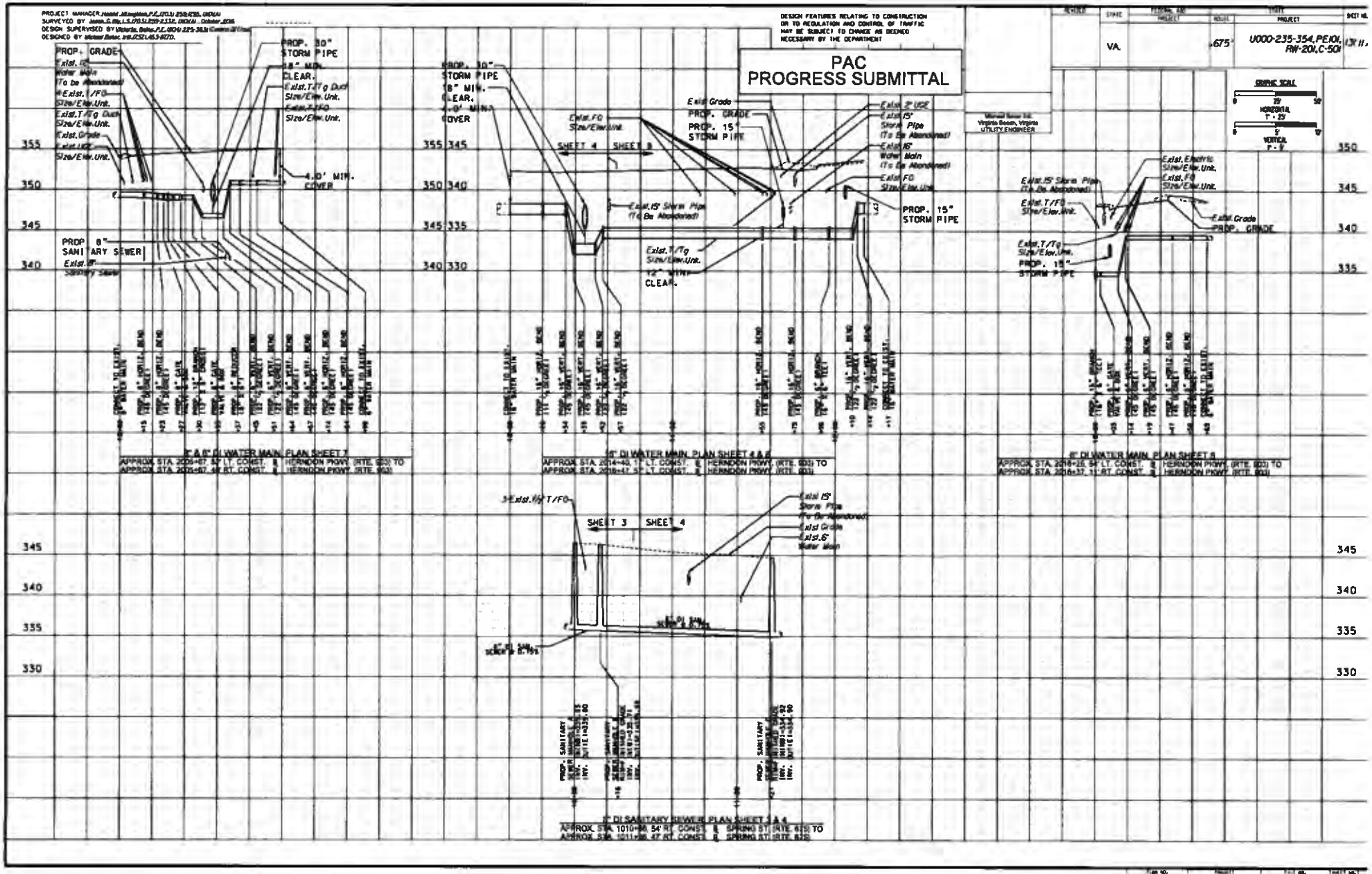
DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT

PAC PROGRESS SUBMITTAL

REVISION	STATE	FEDERAL AID PROJECT	SHEET	TOTAL SHEETS	PROJECT	SHEET NO.
	VA.		675		U000-235-354, PE101, RW-201, C-501	13(11)

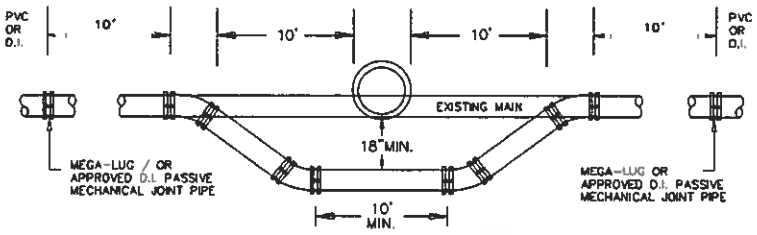
Michael Baker Intl.
Virginia Beach, Virginia
UTILITY ENGINEER

GRAPHIC SCALE
HORIZONTAL 1" = 25'
VERTICAL 1" = 5'



FED. RD. DIV. NO.	PROJECT	FED. NO.	SHEET NO.
	U000-235-354		13(11)

PROJECT MANAGER [illegible]
SURVEYED BY [illegible]
DESIGN SUPERVISED BY [illegible]
DESIGNED BY [illegible]



LOWERED SECTION TO BE OF DUCTILE IRON MECHANICAL RESTRAINED JOINT PIPE WITH PROPRIETARY JOINT AT EACH METHODOLOGY JOINT

RESTRAINT LENGTH SHALL BE IN ACCORDANCE WITH THE DETAIL ON SHEET 12.

MIN. 4" OF # 57 STONE BELOW & ABOVE PVC PIPE

MIN. 4" OF FINE AGGREGATE BELOW & ABOVE D.I. PIPE

OFFSET EXISTING PIPE

NOT TO SCALE

REVISED	STATE	ROUTE	PROJECT	SHEET NO.
	VA.	675	U000-235-354, PE101, RW-201, C-501	13(12)

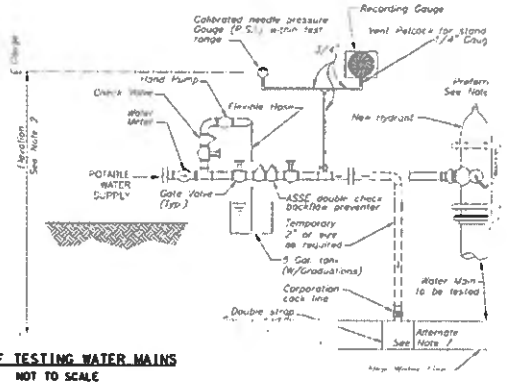
DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT

Michael Baker Jr., Inc.
Virginia Beach, Virginia
UTILITY ENGINEER

PAC PROGRESS SUBMITTAL

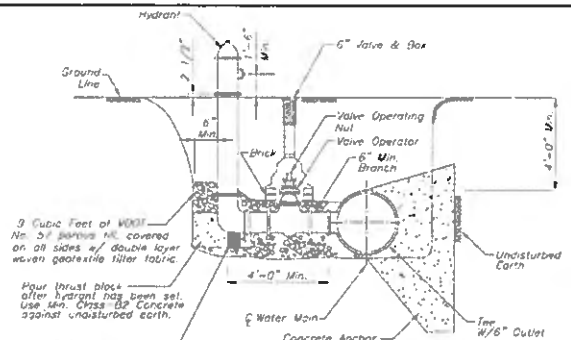
NOTES:

1. ALL LINES, FITTINGS AND TEST APPURTENANCES SHALL BE CAPABLE OF WITHSTANDING MAXIMUM TEST PRESSURE.
2. ELEVATION SHALL BE DETERMINED PRIOR TO BEGINNING WORK.
3. PROVIDE ADEQUATE PROTECTION TO ALL LINES, FITTINGS, AND TEST APPURTENANCES WHEN TESTING DURING FREEZING WEATHER.
4. PUMP MUST BE CAPABLE OF APPLYING PRESSURE WITHIN TEST RANGE (PROVIDE FOR PRESSURE RELIEF ON PUMP).
5. APPLY REQUIRED TEST PRESSURE FOR MINIMUM OF 2 HOURS.
6. AFTER TEST PRESSURE HAS BEEN APPLIED, MEASURE AMOUNT OF WATER ADDED BY HAND PUMP DURING TEST PERIOD TO MAINTAIN TEST PRESSURE.
7. PRESSURE TEST THROUGH A HYDRANT LOCATED ON THE NEW WATER LINE WHEN POSSIBLE ALTERNATE MAY BE USED IN THE ABSENCE OF A HYDRANT FOR TESTING.



METHOD OF TESTING WATER MAINS

NOT TO SCALE

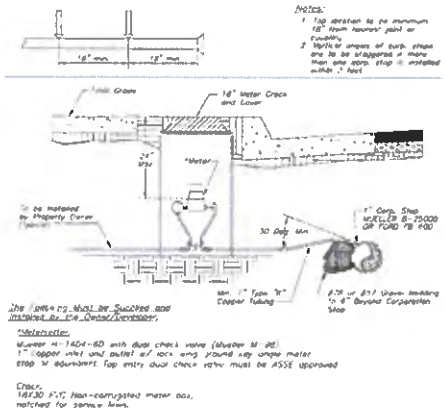


NOTES:

1. FOR HYDRANT LOCATION IN REGARD TO FACE OF CURB, THE CENTER OF THE HYDRANT SHALL BE LOCATED A MAXIMUM OF 30 INCHES FROM THE FACE OF THE CURB OR AS SHOWN ON THE PLANS. THE CLOSEST PART OF THE HYDRANT (4 1/2-INCHES NOZZLE COVER) SHALL BE A MINIMUM 18 INCHES FROM TOP FACE OF CURB.
2. FIRE HYDRANT SHALL BE MUELLER " CENTURION". KENNEDY " K-81" OR APPROVED EQUAL.
3. ALL VALVES SHALL BE SECURED TO TEE.
4. HYDRANTS INSTALLED IN FILL OR POOR BEARING SOIL SHALL BE STRAPPED TO VALVE.

FIRE HYDRANT

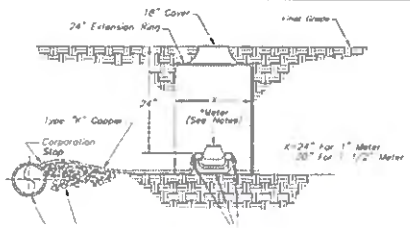
NOT TO SCALE



5/8" WATER METER CONNECTION

NOTES:

1. 5/8" AND 1" WATER METER WILL BE PURCHASED FROM THE TOWN OF HERNDON AND SET BY THE TOWN.
2. 1 1/2" WATER METER WILL BE PURCHASED FROM THE TOWN OF HERNDON AND SET BY THE CONTRACTOR/ PROPERTY OWNER.
3. METER LOCATION SHALL BE AS SHOWN ON THE PLANS.



Meter Yoke: Ford Yoke Mueller H1524

Angle Yoke Valve (w/padlock wings): Ford BA 92-444W Mueller B24264

Dual Cartridge: Ford HHCA 92-444 Mueller H14465A

Extension Connection: Ford [illegible]-4 Mueller H14234

Crock: HVC 24" Dia.

Lid: Ford X32 Tyler TX32

Extension Rings: Ford No. 1

Straight Connection

Flanged Meter Connections

Ford Valve BF 23-666 for both sides of Meter with 1 1/2" tubing

Ford Valve BF 23-676 for both sides of Meter with 2" tubing

Crock: PVC 30" Dia

Lid: Ford X32 Tyler TX32

Extension Ring: Ford No. 1

1" & 1 1/2" WATER METER CONNECTION

WATER METER BOX

NOT TO SCALE

PROJECT	SHEET NO.
U000-235-354	13(12)

PROJECT MANAGER [illegible]
SURVEYED BY [illegible]
DESIGN SUPERVISED BY [illegible]
DESIGNED BY [illegible]

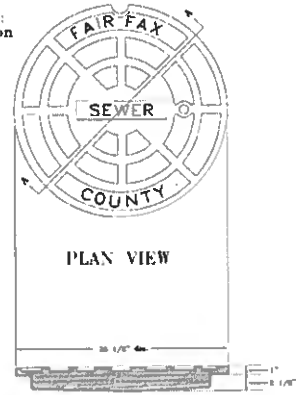
REVISED	STATE	STATE ROUTE	STATE PROJECT	SHEET NO
	VA.	675	U000-235-354, PE101, RW-201, C-501	13(13)

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT

Michael Baker Jr. Inc.
Virginia Beach, Virginia
UTILITY ENGINEER

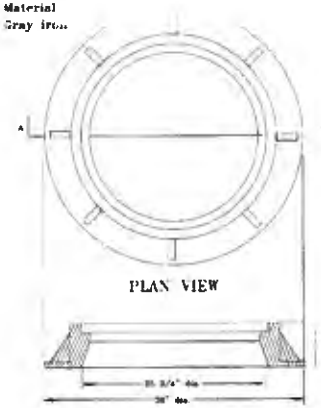
PAC PROGRESS SUBMITTAL

Material:
Gray iron



SECTION A-A

Material
Gray iron

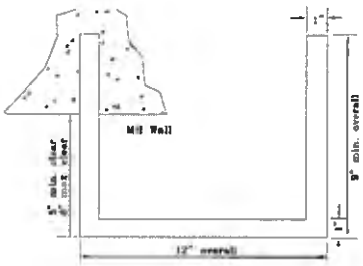


SECTION A-A

NOTE:

1. MANHOLE FRAMES AND COVERS SHALL BE OF GRAY IRON MEETING REQUIREMENTS OF AASHTO M-105. CLASS 35B.

MANHOLE FRAME & COVER
NOT TO SCALE

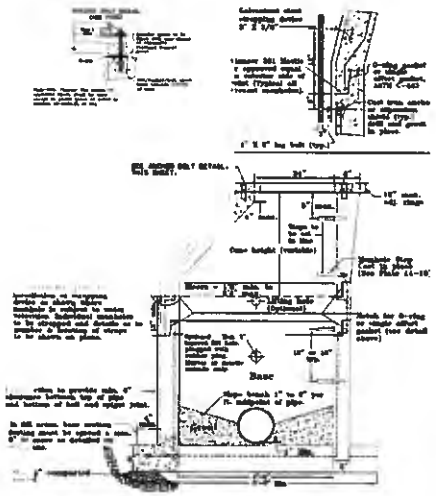


NOTE:

Approved MH step manufacturers:
M. A. Industries, Inc. -"Plastic Step" or
Delta, Oliver Tire and Rubber Company Wedge-Lok Safety Step, or approved equal

Steps must be steel with plastic or rubber coating unless otherwise specified for chemical service.

MANHOLE STEP
NOT TO SCALE



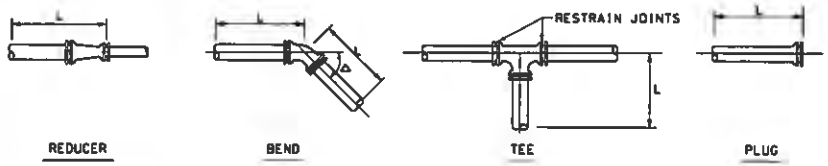
NOTES:

1. MANHOLE TO MEET CURRENT REQUIREMENTS OF ASTM C-478.
2. ALL REINFORCING STEEL TO MEET CURRENT REQUIREMENTS OF ASTM A-615.
3. CONCRETE TO BE CLASS A-4.
4. TAPERED JOINT WITH O- RING GASKET. OR SINGLE OFF SET JOINT WITH RUBBER GASKET. TO MEET CURRENT REQUIREMENTS OF ASTM C-443.
5. PIONEER 301 MASTIC OR APPROVED EQUAL SHALL BE USED IN ADDITION TO THE JOINT SPECIFIED.
6. GROUT INVERTS SHALL CONSIST OF A PORTLAND CEMENT CONCRETE MIX TO VDOT SPEC. FOR CLASS B-2 OR CONTAINING 1 PART CEMENT. 2 PARTS MORTAR SAND AND 3 1/2 PARTS AGGREGATE. THE SURFACE SHALL BE BAND TROWELED SMOOTH WITH NO COARSE AGGREGATE EXPOSED AND THE BENCHES ARE TO HAVE A LIGHT BROOM FINISH.
7. FLEXIBLE JOINT REQUIRED ON ALL PIPE CONNECTIONS TO MANHOLES/ FLEXIBLE JOINT PIPE TO MANHOLE SLEEVE MAY BE KOR-N-SEAL. INTER SPACE. PRESSWEDGE OR APPROVED EQUAL. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. WHERE FIELD CONDITIONS WILL NOT PERMIT THE USE OF A SLEEVE. A MAXIMUM 24" STUB MAY BE USED.
8. JOINT CONFIGURATION MAY BE CAST BELL -UP OR SPIGOT- UP.
9. MANUFACTURER'S NAME TO BE CAST IN STEPS OR ON INSIDE FACE OF CONE AND IS TO BE CLEARLY VISIBLE WITHOUT ENTERING THE STRUCTURE.
10. 3/4" DIA. THREADED ANCHOR BOLT OR 3/4" DIA. VARIABLE LENGTH ALL THREAD WITH 2" DIA. WASHER (LOCKED BETWEEN 2 NUTS AT EMBADDED END. OR 3/4" DIA. VARIABLE LENGTH ALL THREAD WITH 3" LONG X 1/2" (MIN.) DIA. "T" WELDED ON THE EMBEDDED END. ANCHOR BOLT TO BE EMBEDDED IN NONSHRINK OR EXPANSIVE PORTLAND CEMENT GROUT.

SANITARY SEWER MANHOLE
NOT TO SCALE

PROJECT	SHEET NO.
U000-235-354	13(13)

PROJECT MANAGER [illegible]
SURVEYED BY [illegible]
DESIGN SUPERVISED BY [illegible]
DESIGNED BY [illegible]



RESTRAINT TABLE 1

DIA	Δ = 90° VERT	Δ = 45° VERT	Δ = 22 1/2° VERT	Δ = 11 1/4° VERT	PLUG	REDUCER	TEE W/ 16" RUN	TEE W/ 12" RUN	TEE W/ 10" RUN	TEE W/ 8" RUN
4"	30'	30'	15'	10'	65'	20'	40'	40'	40'	40'
6"	40'	40'	20'	10'	90'	45'	55'	55'	55'	55'
8"	55'	50'	25'	15'	120'	50'	75'	75'	75'	75'
10"	55'	60'	30'	15'	140'	50'	90'	90'	95'	N/A
12"	75'	70'	35'	20'	165'	50'	105'	105'	N/A	N/A
16"	100'	90'	45'	25'	200'	50'	135'	135'	N/A	N/A

NOTES:

1. RESTRAINED LENGTH BASED ON 4' MINIMUM COVER AND D.I.
2. CONTRACTOR SHALL RESTRAIN ALL FITTINGS.
3. RESTRAINT OF EXISTING WATER MAIN AT AND NEAR CONNECTION POINTS AND PLUGS SHALL BE AS INDICATED IN THIS SCHEDULE.
4. FOR IN-LINE VALVES. RESTRAIN VALVE JOINTS.
5. PIPE ON BRANCH SIDE OF TEE SHALL BE RESTRAINED IN ACCORDANCE WITH THE LENGTHS SHOWN FOR TEES IN THE TABLE.
6. PIPE LENGTH IN SCHEDULE DESIGNATES THE LENGTH IN FEET TO BE RESTRAINED ON EACH SIDE OF FITTING.
7. THE EXISTING PIPE SHALL HAVE ALL JOINTS WITHIN THE LENGTH "L" RESTRAINED BY ADDING A SPLIT RING RETAINER GLAND WITH BOLTS TO THE M.J. BELL.
8. FOR DUCTILE IRON RELOCATIONS IF EXISTING PIPE IS ANY MATERIAL OTHER THAN DUCTILE IRON. REMOVE AND REPLACE WITH D.I. MECHANICAL RESTRAINED JOINT PIPE FOR THE LENGTH "L" SPECIFIED IN RESTRAINT TABLE 1. RESTRAINING EXISTING JOINTS SHALL BE CONSIDERED INCIDENTAL AND WILL NOT BE MEASURED FOR SEPARATE PAYMENT.
9. HORIZONTAL BENDS ARE TO BE RESTRAINED BY THRUST BLOCKS IN ACCORDANCE WITH MATERIAL NOTE 1 AND DETAIL ON THIS SHEET.

RESTRAINED LENGTH OF PIPE SCHEDULE (DUCTILE IRON PIPE)
NOT TO SCALE

REVISED	STATE	ROUTE	PROJECT	SHEET NO
	VA.	675	U000-235-354, PE101, RW-201, C-501	13(14)

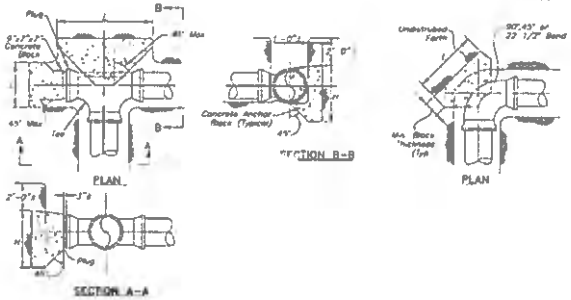
DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT

Michael Baker Jr. Inc.
Virginia Beach, Virginia
CIVIL ENGINEERS

PAC
PROGRESS SUBMITTAL

PIPE SIZE INCHES	DEGREE OF BENDS	MINIMUM CONCRETE ANCHOR BLOCK DIMENSIONS – FEET WORKING PRESSURE 75 PSI L	75 PSI H	100 PSI L	100 PSI H	125 PSI L	125 PSI H	150 PSI L	150 PSI H	175 PSI L	175 PSI H	VOLUME OF CONCRETE CU. YD. (1)
6	90	2.5	1.0	2.5	1.5	2.0	2.0	2.5	2.0	3.0	2.0	0.34
	45	1.5	1.0	2.0	1.0	2.0	1.0	2.5	1.0	2.0	1.5	0.13
	22.5	1.0	1.0	1.0	1.0	1.0	1.0	1.5	1.0	1.5	1.0	0.06
8	90	3.0	2.0	2.5	2.5	3.0	2.5	4.0	2.0	4.0	2.5	0.40
	45	2.5	1.0	2.0	1.5	2.0	2.0	2.5	2.0	2.5	2.0	0.18
	22.5	1.5	1.0	1.5	1.0	2.0	1.0	2.5	1.0	2.0	1.5	0.10
12	90	3.0	3.0	4.0	3.0	5.0	3.0	5.0	4.0	5.5	4.0	0.78
	45	2.5	2.0	3.5	2.0	4.0	2.5	4.0	2.5	4.0	3.0	0.45
	22.5	2.0	1.0	2.0	1.5	2.5	2.0	2.5	2.0	3.0	2.0	0.24
16	90	5.0	3.5	5.5	4.0	6.0	4.5	7.5	4.5	7.5	5.0	1.41
	45	4.0	2.5	4.0	3.0	5.0	3.0	6.0	3.5	5.0	4.5	0.79
	22.5 / 11.25	2.5	2.0	3.0	2.0	3.0	2.5	3.0	3.0	4.0	3.0	0.39
20	90	5.5	4.5	6.5	5.5	7.5	5.5	8.5	6.0	9.5	6.0	1.99
	45	4.0	3.5	5.0	4.0	5.5	4.0	6.0	4.5	7.0	4.5	1.11
	22.5 / 11.25	3.0	2.5	3.5	3.0	4.0	3.0	4.5	3.0	5.5	3.0	0.58
24	90	6.5	5.5	8.0	6.0	8.5	6.5	11.0	6.5	13.0	6.5	2.87
	45	5.0	4.0	5.5	5.0	7.5	4.5	7.0	4.5	9.0	5.5	1.35
	22.5 / 11.25	3.5	3.0	4.0	3.5	5.0	3.5	5.0	4.0	6.0	4.0	0.69

(1) Approximate volume of concrete required for various size bends at 100psi working pressure and minimum block thicknesses of 1'-0" for 6",8",12" and 16" pipes, 1'-6" for 20" pipe, and 1'-6" for 24" pipe



NOTES:

1. THE ABOVE TABLE IS BASED ON 2,000 PSF BEARING CAPACITY, R-2PA SIN /2 AND FOR A TEST PRESSURE = 1.5 X WORKING PRESSURE.
2. CONCRETE ANCHOR BLOCK DIMENSIONS FOR TEES TO BE SAME AS SHOWN FOR 90° BENDS.
3. HEIGHT OF CONCRETE ANCHOR BLOCK ABOVE PIPE CENTERLINE IS ½ THE H DIMENSION.
4. PROVIDE FORM WORK WHERE CONCRETE NOT POURED AGAINST UNDISTURBED EARTH.
5. CONCRETE FOR THRUST COLLARS AND THRUST ANCHORS SHALL, AS A MINIMUM LEVEL OF STRENGTH, BE CONSTRUCTED OF VDOT CLASS B2 CONCRETE WITH A COMPRESSIVE STRENGTH OF 2,200 PSI.

CONCRETE THRUST ANCHOR (FOR HORIZONTAL BENDS)
NOT TO SCALE

PROJECT	SHEET NO
U000-235-354	13(14)

VDOT EAST SPRING ST.
U000-235-354, C501
UPC: 105521

Town of Herndon

Michael Baker
INTERNATIONAL

PAC COST ESTIMATE
2/28/20

ITEM CODE COST SUMMARY:

ITEM:	Item Number	Total Quantity	Unit	Unit Cost	Total Cost	Project Quantity	Project Cost	Betterment Quantity	Betterment Cost
Water Facilities									
6" DI WATER MAIN	40061	193	LF	$225.00	$43,425.00	193	$43,425.00	0	$0.00
8" DI WATER MAIN	40081	37	LF	$250.00	$9,250.00	37	$9,250.00	0	$0.00
12" DI WATER MAIN	40121	549	LF	$275.00	$150,975.00	549	$150,975.00	0	$0.00
16" DI WATER MAIN	40161	214	LF	$300.00	$64,200.00	214	$64,200.00	0	$0.00
6" OFFSET EXIST. PIPE	40906	95	LF	$350.00	$33,250.00	95	$33,250.00	0	$0.00
8" OFFSET EXIST. PIPE	40908	90	LF	$400.00	$36,000.00	90	$36,000.00	0	$0.00
6" GATE VALVE & BOX	41006	2	EA	$2,000.00	$4,000.00	2	$4,000.00	0	$0.00
8" GATE VALVE & BOX	41008	2	EA	$2,250.00	$4,500.00	2	$4,500.00	0	$0.00
12" GATE VALVE & BOX	41012	2	EA	$4,000.00	$8,000.00	2	$8,000.00	0	$0.00
16" BEND	40406	9	EA	$3,000.00	$27,000.00	9	$27,000.00	0	$0.00
16" BRANCH	40422	1	EA	$3,500.00	$3,500.00	1	$3,500.00	0	$0.00
1" WATER SERVICE LINE	40003	100	LF	$80.00	$8,000.00	100	$8,000.00	0	$0.00
5/8" WATER METER & BOX	41970	1	EA	$1,500.00	$1,500.00	1	$1,500.00	0	$0.00
1" WATER METER & BOX	41972	1	EA	$1,750.00	$1,750.00	1	$1,750.00	0	$0.00
ADJUST. EXIST. VALVE BOX	41104	5	EA	$500.00	$2,500.00	5	$2,500.00	0	$0.00
FIRE HYDRANT	41820	3	EA	$5,000.00	$15,000.00	3	$15,000.00	0	$0.00
FLOWABLE BACKFILL UTILITY	45640	18	CY	$300.00	$5,400.00	18	$5,400.00	0	$0.00
Sewer Facilities									
8" DI SANITARY SEWER PIPE	42082	121	LF	$350.00	$42,350.00	121	$42,350.00	0	$0.00
SANITARY SEWER MANHOLE	42755	30	LF	$1,000.00	$30,000.00	30	$30,000.00	0	$0.00
ADJUST. EXIST. FRAME & COVER	42765	2	EA	$750.00	$1,500.00	2	$1,500.00	0	$0.00
MANHOLE FRAME & COVER F&C-1	42764	3	EA	$1,000.00	$3,000.00	3	$3,000.00	0	$0.00
TOTAL WATER					***$418,250.00***		***$418,250.00***		***$0.00***
TOTAL SEWER					***$76,850.00***		***$76,850.00***		***$0.00***
TOTAL					***$495,100.00***		***$495,100.00***		***$0.00***

COST SUMMARY	PROJECT	TOWN
WATER	***$418,250.00***	***$0.00***
	100.00%	***0.00%***
SEWER	***$76,850.00***	***$0.00***
	100.00%	***0.00%***
TOTAL	***$495,100.00***	***$0.00***
	100.00%	***0.00%***

TOWN OF HERNDON, VIRGINIA

RESOLUTION

JUNE 8, 2021

Resolution- to award Contract #B-21-01, Herndon Metrorail Intermodal access Improvement Project.

WHEREAS, the Herndon Metrorail Intermodal access Improvement Project is in the Capital Improvement Program; and

WHEREAS, Contract #B-21-01, Herndon Metrorail Intermodal access Improvement Project, was advertised on March 19, 2021; and

WHEREAS, a pre-bid conference was held on March 25, 2021 and was attended by no firms; and

WHEREAS, the following bids were received and opened on April 15, 2021 at a public bid opening:

Contractor	Bid
Arthur Construction Co., Inc.	$1,757,880.00
Sagres Construction Corporation	$1,795,000.00
A&M Concrete Corporation	$2,083,438.00
Fort Myer Construction Corporation	$3,252,439.75

WHEREAS, the Arthur Construction Co., Inc. submitted the lowest bid which was found to be responsive and responsible; and

WHEREAS, staff recommends in addition to the contract that a contingency of $183,155, which is approximately 10.4 percent of the bid, be authorized; and

WHEREAS, funds to support this contract are available in the Capital Projects Account Number #015-0886-491790; and

WHEREAS, reimbursement of funds up to $1,757,880 or 100% of total construction costs are available through a Virginia Department of Transportation (VDOT) agreement between the Town of Herndon and VDOT and General Obligation Bonds.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby awards Contract #B-21-01, Herndon Metrorail Intermodal access Improvement Project, to Arthur Construction Co., Inc., in the amount of $1,757,880.

BE IT FURTHER RESOLVED that the Town Council of the Town of Herndon, Virginia hereby authorizes a contingency of $183,155.

BE IT FURTHER RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby authorizes the Town Manager's designee to approve contract modifications (change orders) that increase project scope and costs, utilizing the project contingency.

TOWN OF HERNDON, VIRGINIA

RESOLUTION

JUNE 8, 2021

Resolution- to reappoint Eric Boll to the Architectural Review/Historic District Review Boards.

BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby reappoints **Eric Boll** as a 'town resident' member to the Architectural Review/Historic Review Boards for a three-year term ending June 30, 2024.

TOWN OF HERNDON, VIRGINIA

RESOLUTION

JUNE 8, 2021

Resolution- to reappoint Kevin Moses to the Herndon Planning Commission.

BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby reappoints **Kevin Moses** to the Herndon Planning Commission for a four-year term ending July 31, 2025.