

**TOWN OF HERNDON, VIRGINIA
WORK SESSION AGENDA
HERNDON POLICE DEPARTMENT – COMMUNITY ROOM
397 HERNDON PARKWAY
January 4, 2022
7:00 PM**

CALL TO ORDER

1. Roll Call & Determination of Quorum
2. Comments from the Town Manager

PUBLIC HEARINGS

3. Ordinance 21-O-23, to approve and authorize the Mayor to sign a Sixth Lease Amendment with T-Mobile Northeast LLC, successor-in-interest to Omnipoint Communications CAP Operations, LLC, to revise the premises description, approved equipment list, drawings, and monthly rent at the Town's 3rd Street Water Tower
4. Ordinance 21-O-24, to amend and reenact Chapter 42 (MOTOR VEHICLES AND TRAFFIC), of the Code of Herndon, Article IV (Stopping, Standing, Parking), Division 4 (Residential Permit Parking), Section 42-223 (Designated Residential Parking Zones), to designate a new residential parking zone to be known as the "Madison Street Zone"

CONSENT

5. Resolution 21-G-94, to ratify an Extension of License pursuant to Ordinance 20-O-23 Continuity of Governmental Operations, as amended, between Vivacity Networks, LLC and the Town of Herndon, Virginia in order to extend the expiration date to June 30, 2022
6. Resolution 21-G-95, to award Contract #B-22-05, Herndon Parkway Water Main Replacement Project

DISCUSSION

7. Revenue Update – Director of Finance
8. Budget Guidance – Director of Finance

ROUNDTABLE

STAFF REPORT

Town Council
January 4, 2022

Title:

Ordinance - to approve and authorize the Mayor to sign a Sixth Lease Amendment with T-Mobile Northeast LLC, successor-in-interest to Omnipoint Communications CAP Operations, LLC to revise the premises description, approved equipment list, drawings, monthly rent, and Town contact information at the Town's 3rd Street Water Tower.

Staff Contact:

Tammy Chastain, Deputy Director of Public Works
(phone) 703-435-6860
(e-mail) tammy.chastain@herndon-va.gov

Background:

The proposed ordinance would approve and authorize a Sixth Lease Amendment between the Town and T-Mobile Northeast LLC. Staff is requesting that the Town Council approve this Sixth Amendment that revises the premises description, approved equipment list, drawings, monthly rent, and Town contact information at the Town's 3rd Street Water Tower.

The original lease agreement at the 3rd Street Water Tower by and between the Town of Herndon, Virginia and T-Mobile Northeast LLC, successor in interest to Omnipoint Communications Cap Operation, LLC, was dated September 1, 1994, as amended by the Revival and Extension of the Deed of Lease Agreement dated November 18, 1999, as amended by the Second Revival and Extension of the Deed of Lease Agreement dated March 15, 2005, as amended by the Third Revival and Extension of Deed of Lease Agreement dated July 28, 2014, as amended by the Fourth Amendment to Deed of Lease dated May 12, 2015, as amended by the Fifth Amendment to Deed of Lease dated January 26, 2021, and has a term that shall expire on August 31, 2029.

Along with associated conduit, equipment changes include the installation of a Generac 48 kw diesel generator, Generac TTS series Automatic Transfer Switch (ATS) mounted on new H-Frame, a 4' x 10' Concrete Pad and an enclosure. All equipment changes are subject to and must comply with zoning and building permit approvals.

If approval is granted for this amendment, the applicant will be required to complete three additional approval steps prior to constructing the proposed site features:

- The first step is an administrative review and approval of a site plan in accordance with Zoning Ordinance Section 78-155.6. The site plan review process is managed and coordinated through the Department of Public Works (DPW) with collaboration from Community Development (CD) and other departments as necessary.
- After completion of the site plan review/approval process, the applicant will be required to submit the design of the generator enclosure, and any other enclosure required by zoning ordinance, for design review through the Town's Architectural Review Board (ARB).
- After review and approval of the exterior design, the applicant may then apply for a building permit through the DPW, for which CD will also conduct a final zoning and ARB compliance review.

Upon approval of the building permit, the applicant will provide pertinent contact information to the Utility Manager and Operations Engineer at DPW Operations. The contractor will be required to attend a pre-construction meeting prior to any work starting at the site. A list of the town's requirements and procedures/protocols will be provided to the contractor. In addition to the required inspections by Building Inspection staff for the building permit, DPW Operations personnel will inspect the site daily and monitor all work that occurs at the site.

Fiscal Impact:

The current rent is \$5,670.29 per month. The amendment will increase the rent by \$400 should the generator installation be approved. The rent will remain tied to the annual 3% escalation provided for in the original Deed of Lease.

Staff Recommendation:

Staff recommends that the Town Council approve the Ordinance as proposed.

Attached Documents:

1. Draft Ordinance
2. Lease Amendment Agreement with Exhibits A, B, and C

Staff:



Tammy Chastain
Deputy Director of Public Works

TOWN OF HERNDON, VIRGINIA

ORDINANCE

JANUARY 11, 2022

Ordinance - To approve and authorize the Mayor to sign a Sixth Lease Amendment with T-Mobile Northeast LLC, successor-in-interest to Omnipoint Communications CAP Operations, LLC, to revise the premises description, approved equipment list, drawings, and monthly rent at the Town's 3rd Street Water Tower.

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

1. The Town Council approves this Sixth Amendment to Deed of Lease Agreement dated January 11, 2022. This instrument amends the original deed of lease dated September 1, 1994, as amended by the Revival and Extension of the Deed of Lease Agreement dated November 18, 1999, as amended by the Second Revival and Extension of the Deed of Lease Agreement dated March 15, 2005, as amended by the Third Revival and Extension of Deed of Lease Agreement dated July 28, 2014, as amended by the Fourth Amendment to Deed of Lease dated May 12, 2015, and as amended by the Fifth Amendment to Deed of Lease dated January 26, 2021.
2. This instrument updates the premises description, approved equipment list, drawings, and monthly rent.
3. This instrument approves revising the equipment list to the following: 4 Equipment Cabinets, up to 63" H x 34" W x 26" D, 1 Generator 103"L x 35"W x 90"H, 1 Generator Enclosure 13' x 13' x 3', 12 Antennas up to 96.5"H x 24"W x 9"D, 8 RRUs (Remote Radio Units) up to 17"H x 14"W x 11"D, 8 Coax and/or Fiber Hybrid Cables up to 1 5/8"D, 1 T-Mobile Meter up to 38"H x 13"W x 4.84"D, 1 T-Mobile Disconnect up to 45.5"H x 23"W x 7.5"D, 1 T-Mobile SPD up to 4.5"H x 7"W x 7.35"D, and 1 T-Mobile Panel Board up to 30"H x 21"W x 7"D.
4. Monthly rent shall be increased by \$400.00 to \$6,070.29 per month and shall escalate each year as provided in paragraph 2(a) of the Deed of Lease.
5. In all other respects the original lease remains in effect.
6. The Mayor is authorized to sign and deliver the lease amendment and any ancillary instruments necessary to evidence or effectuate the lease amendment, provided they are consistent with this ordinance and on such form approved by the Town Attorney.
7. This ordinance shall be in effect on and after the date of its adoption.

SIXTH AMENDMENT TO DEED OF LEASE AGREEMENT

This Sixth Amendment to Deed of Lease Agreement ("Sixth Amendment") is dated this 11th day of January 2022, made by and between **Town of Herndon** ("Lessor") and **T-Mobile Northeast LLC**, a Delaware limited liability company, successor-in-interest to **Omnipoint Communications CAP Operations, LLC** ("Lessee").

WHEREAS, Lessor and Lessee entered into that certain Deed of Lease Agreement dated September 1, 1994, as amended by the Revival and Extension of Deed of Lease Agreement dated November 18, 1999, as amended by the Second Revival and Extension of Deed of Lease Agreement dated March 15, 2005, as amended by the Third Revival and Extension of Deed of Lease Agreement dated July 28, 2014, as amended by the Fourth Amendment to Deed of Lease Agreement dated May 12, 2015, as amended by the Fifth Amendment to Deed of Lease dated January 26, 2021 (collectively referred to herein as the "Lease"), whereby Lessor leased to Lessee a portion of the property and on the Water Tank located on the 3rd Street Water Tower located at 806 3rd Street, Herndon, Virginia 20170; and

WHEREAS, Town and Lessee hereby affirm that, as of the date hereof: (i) no breach or default by Town or Lessee has occurred; and (ii) the Lease, and all the terms, covenants, conditions, provisions and agreements thereof, except as expressly modified by this Sixth Amendment are in full force and effect, with no defenses or offsets thereto; and

WHEREAS, Town and Lessee desire to amend the Lease as follows; and

NOW THEREFORE, in consideration of the mutual covenants contained in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Lessee hereby agree as follows:

1. All capitalized terms shall have the meaning ascribed to them in the Lease unless otherwise defined in this Sixth Amendment.
2. "Exhibit A dated November 17, 2020" is hereby deleted in its entirety and replaced with "Exhibit A dated January 11, 2022", "Exhibit B dated November 17, 2020" is hereby deleted in its entirety and replaced with "Exhibit B dated January 11, 2022", "Exhibit C, Pages 1-4, dated November 17, 2020" is hereby deleted in its entirety and replaced with "Exhibit C, Pages 1-4, dated January 11, 2022", all of which are attached hereto and incorporated herein.
3. Lessee shall have the right to modify its Equipment as described in "Exhibit C, Pages 1-4 dated January 11, 2022", attached hereto and incorporated herein. In consideration of the modification of the Equipment as shown in Exhibit C, Lessee shall pay the Town an additional Four Hundred Dollars (\$400.00) per month ("Additional Rent"). The new monthly rent shall be Six Thousand Seventy and 29/100 Dollars (\$6,070.29), commencing on the first day of the month following the date of this agreement, and shall escalate each year as provided in paragraph 2(a) of the Deed of Lease.
4. Except as specifically amended herein, the remaining terms of the Lease shall remain in full force and effect. To the extent any provision contained in this Sixth Amendment conflicts with the terms of the Lease, the terms and provisions of this Sixth Amendment shall prevail.

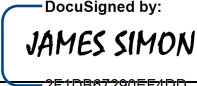
LESSOR

LESSEE

TOWN OF HERNDON

T-Mobile Northeast LLC

By: _____

By:  _____

Name: _____

Name: JAMES SIMON

Title: _____

Title: Director

ATTEST

APPROVED AS TO FORM

TMO Signatory Level : L06

By: _____

By: _____

Name: _____

Name: Lesa J. Yeatts

Title: _____

Title: Town Attorney



Exhibit A
January 11, 2022

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"

Exhibit B
January 11, 2022

The premises shall consist of the following:

1. Ground Space, consisting of approximately 441 square feet for placement of equipment cabinets, a back-up generator and associated concrete pad.
2. Space on the Tower sufficient to accommodate the placement, installation, operation and maintenance of the equipment (listed on Exhibit "C").
3. The Access easement.
4. The Utility Easements.
5. The premises are depicted on the attached drawings.

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.

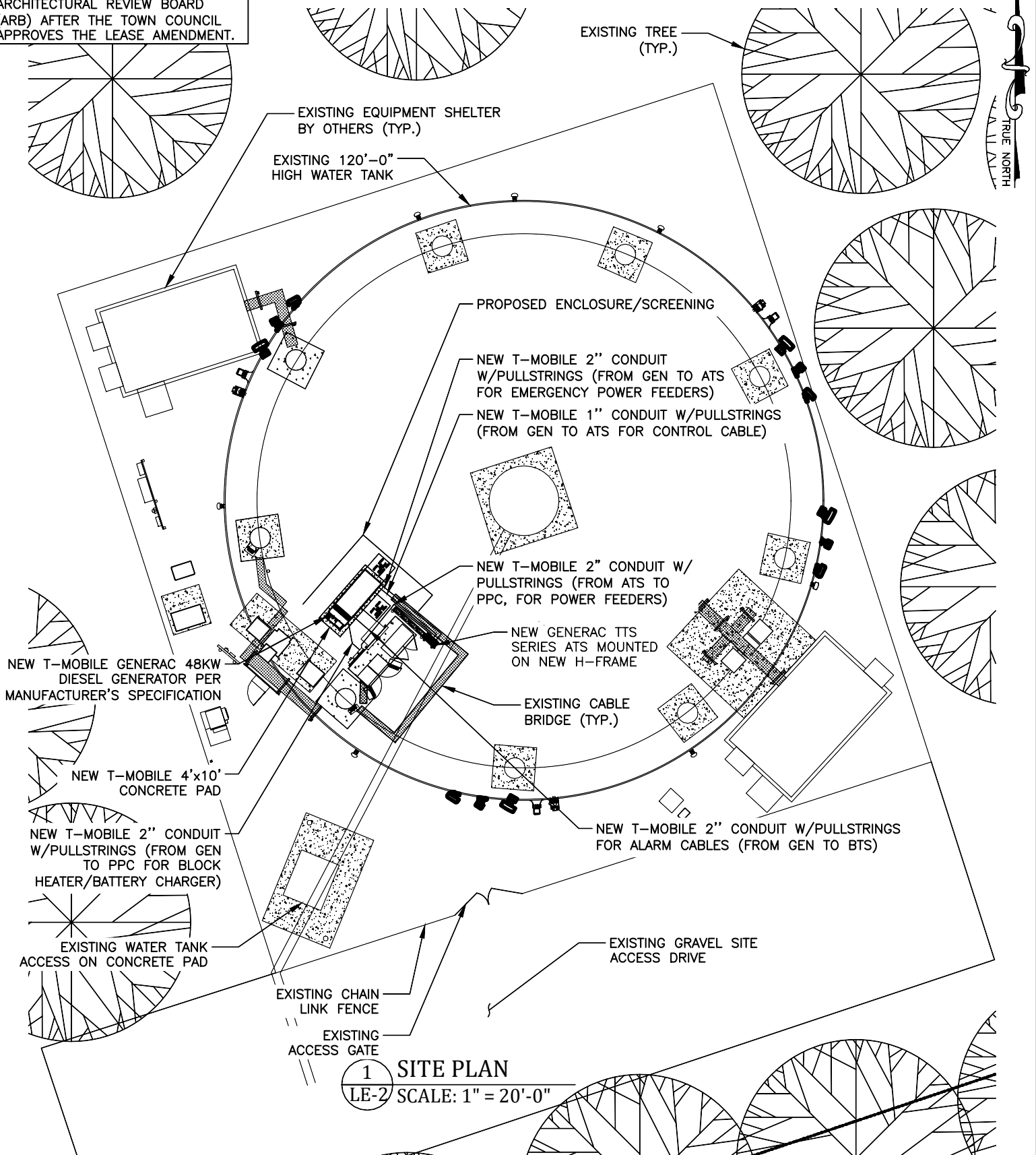
Exhibit C
Page 1 of 4
January 11, 2022

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 or ground space as generally shown on the attached drawings.

<u>Quantity</u>	<u>Type</u>	<u>Approximate Size</u>
4	Equipment Cabinets	up to 63" H x 34" W x 26" D
1	Generator	103"L x 35"W x 90"H
1	Generator Enclosure	13' x 13' x 3'
12	Antennas	up to 96.5" H x 24" W x 9"
8	Remote Radio Units (RRU's)	up to 17" H x 14" W x 11" D
8	Coax and/or Fiber Hybrid Cables	up to 1-5/8" in Diameter
1	T-Mobile Meter	up to 38" H x 13" W x 4.84" D
1	T-Mobile Disconnect	up to 45.5" H x 23" W x 7.5" D
1	T-Mobile SPD	up to 4.5" H x 7" W x 7.35" D
1	T-Mobile Panel Board	up to 30" H x 21" W x 7" D

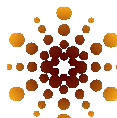
January 11, 2022

AROUND THE PROPOSED GENERATOR
IS TO BE DETERMINED BY THE
ARCHITECTURAL REVIEW BOARD
(ARB) AFTER THE TOWN COUNCIL
APPROVES THE LEASE AMENDMENT.



T-Mobile

T-MOBILE NORTHEAST LLC
12050 BALTIMORE AVENUE
BELTSVILLE, MD 20705



Trylon

1825 W. WALNUT HILL LANE, SUITE 120
IRVING, TEXAS 75038
1-855-669-5421

LEASE EXHIBIT

REV	DATE	DESCRIPTION
A	04/23/2021	PRELIMINARY
B	07/02/2021	CLIENT COMMENTS
C	09/16/2021	CLIENT COMMENTS
D	09/24/2021	CLIENT COMMENTS
E	10/11/2021	CLIENT COMMENTS

DRAFTER: MKJ

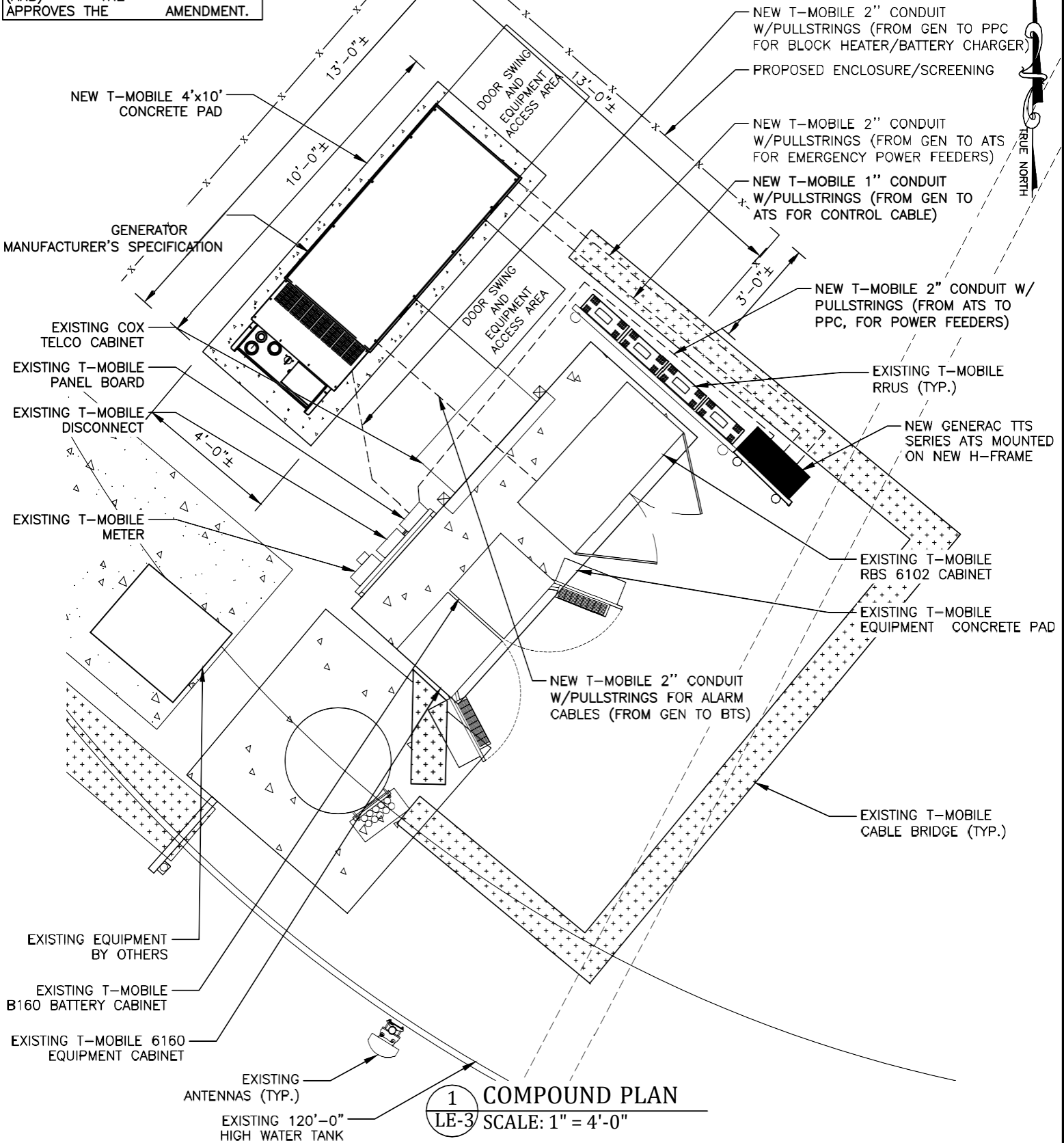
LEASE EXHIBIT
SITE NAME

TOWN OF HERNDON - HERNDON
7WAC057A

806 3RD STREET
HERNDON, VIRGINIA 20170

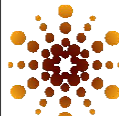
IS THE DETERMINED THE
ARCHITECTURAL THE
(ARB) THE
APPROVES THE AMENDMENT.

EXHIBIT C PAGE 3 OF 4
January 11, 2022



T-Mobile

T-MOBILE NORTHEAST LLC
12050 BALTIMORE AVENUE
BELTSVILLE, MD 20705



Trylon

1825 W. WALNUT HILL LANE, SUITE 120
IRVING, TEXAS 75038
1-855-669-5421

LEASE EXHIBIT

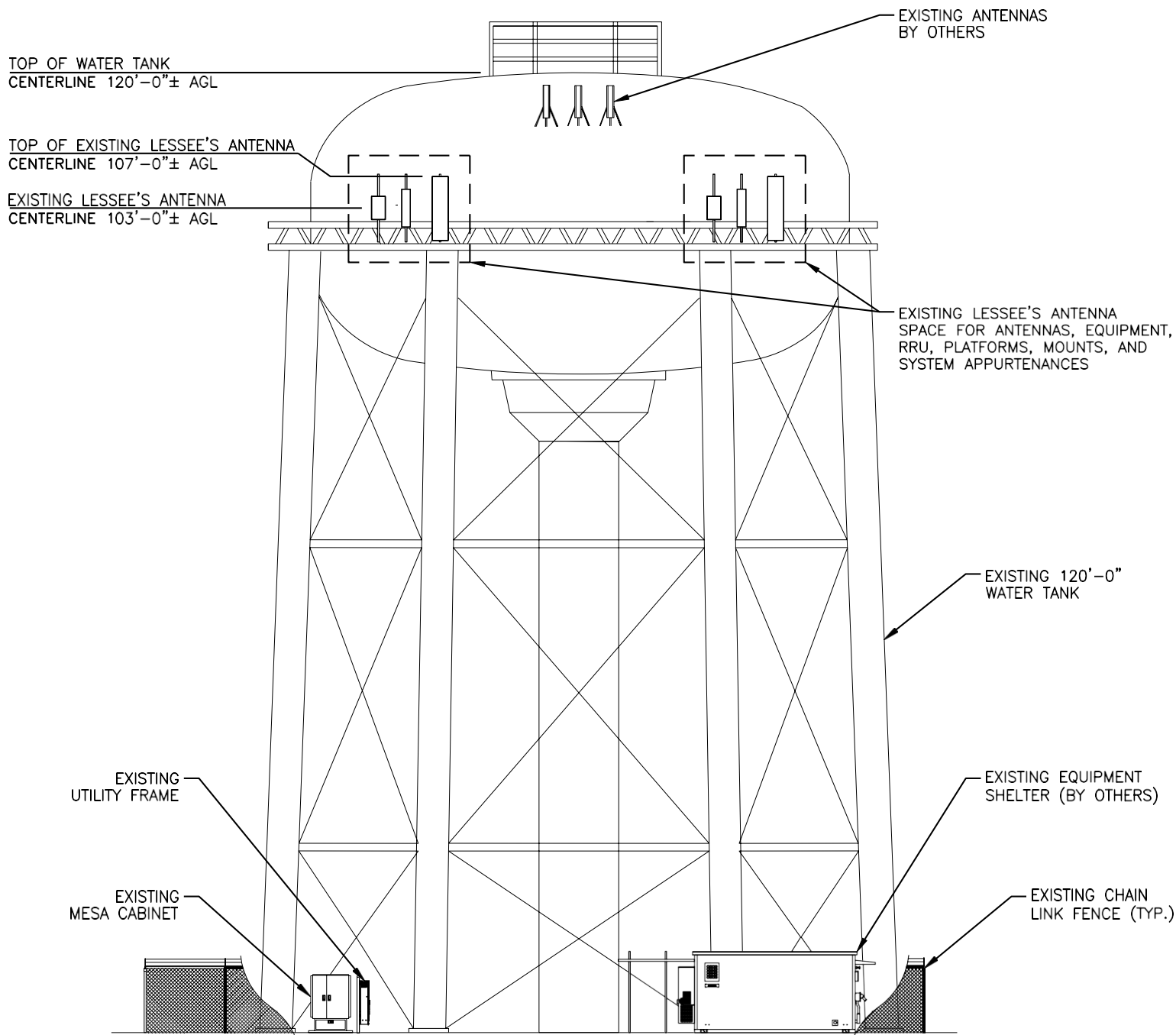
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SITE NAME

TOWN OF HERNDON - HERNDON
7WAC057A

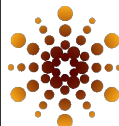
806 3RD STREET
HERNDON, VIRGINIA 20170



1 ELEVATION VIEW
 LE-4 SCALE: 1" = 20'-0"

T-Mobile

T-MOBILE NORTHEAST LLC
 12050 BALTIMORE AVENUE
 BELTSVILLE, MD 20705



Trylon

1825 W. WALNUT HILL LANE, SUITE 120
 IRVING, TEXAS 75038
 1-855-669-5421

LEASE EXHIBIT

REV	DATE	DESCRIPTION
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C	09/16/2021	CLIENT COMMENTS
D	09/24/2021	CLIENT COMMENTS
E	10/11/2021	CLIENT COMMENTS

DRAFTER: MKJ

LEASE EXHIBIT
 SITE NAME

TOWN OF HERNDON - HERNDON
 7WAC057A

806 3RD STREET
 HERNDON, VIRGINIA 20170



STAFF REPORT

Town Council
January 4, 2022

Title:

An ordinance to amend and reenact Chapter 42 (MOTOR VEHICLES AND TRAFFIC), of the Code of Herndon, Article IV (Stopping, Standing, Parking), Division 4 (Residential Permit Parking), Section 42-223 (Designated Residential Parking Zones), to designate a new residential parking zone to be known as the “Madison Street Zone”.

Staff Contacts:

Bill Ashton, Town Manager
(703) 787-7368
Bill.Ashton@herndon-va.gov

Description:

Last year, the town manager’s office was contacted by Ms. Dawn Ruffin, 402 Madison Street, regarding the several parking problems that routinely occur on the 400 block of Madison Street. The issues that she brought to my attention were that every night, every available parking space along the 400 block of Madison is occupied by residents of Reneau Way, part of an adjacent neighborhood. The effects on the neighborhood included:

- 1) Inability and difficulty to obtain adequate curbside parking to the (neighborhood’s) residences
- 2) Concern for rescue and fire emergency services to be able to navigate Madison Street and within the cul-de-sac
- 3) Inability and difficulty to obtain town services such as trash, recycle, snow, and leaf removal
- 4) Blocking of driveways and cars abandoned for weeks/months causing multiple calls to law enforcement
- 5) Illegal parking in no parking areas on Madison Street
- 6) Blocking of mailboxes preventing mail delivery
- 7) Trash, refuse dumped at the curbside
- 8) To preserve, protect, and promote the characteristics, peace, comfort, convenience, and welfare of the residents of Madison Street.

Frustrated with the situation, Ms. Ruffin approached my office about the establishment of a residential parking permit zone on the 400 block of Madison Street. I convinced Ms. Ruffin to allow staff to propose some parking ordinance changes to Town Council, to include creating a no parking zone around driveways.

We believed that addressing the driveway situation would ease several of the issues that Ms. Ruffin and her neighbors were experiencing.

When the driveway zone ordinance changes were not adopted in August 2021, Ms. Ruffin began collecting signatures on a neighborhood petition for a residential parking permit zone on the 400 block of Madison Street. Ms. Ruffin's petition proposed a zone would begin at the intersection of Madison Street and Madison Ridge Lane and extend east down Madison Street until it ends at the cul-de-sac. Ms. Ruffin received signatures from all affected homes in the proposed zone.

Neighborhood petitions are the first step to establish a zone. Once my office received the petition, I asked staff to conduct a survey on the proposed zone. Staff determined that under current Code, 14 legal spaces exist in the defined area. Staff observation during evening hours, a time when the situation is at its worst, determined that in excess of 65% of the available spaces are occupied during each of the observation periods. Further, neighbors have confirmed that almost all the parked vehicles were registered to residents of the Madison neighborhood.

Chapter 42 of the Herndon Town Code allows for a residential parking permit program to be established if:

- 1) More than 60 percent of the residents petition for establishment of a residential parking permit zone.
- 2) The total number of curbside spaces occupied is equal to, or greater than, 65 percent.
- 3) The total number of curbside spaces occupied by vehicles not registered in the neighborhood is equal to, or greater than, 25 percent.

The study indicates that this request for a residential parking permit program is consistent with these Code requirements.

The ordinance presented is for Town Council to authorize the Town Manager to establish a residential parking permit zone for the legal spaces along the 400 block of Madison Street from 12:00 AM – 7:00 AM daily.

Further, I request that the Town Council instruct staff to continue to monitor the area and expand the zone if the identified problems shift to another section of Madison Street or Madison Ridge Lane.

I will work with the homeowners to implement the program in the affected areas and will watch carefully to determine if additional action should be taken.

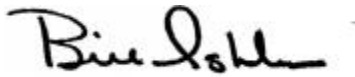
Recommendation:

Town Council approve the draft ordinance as proposed.

Attachments:

Ordinance

Prepared and Approved By:

A handwritten signature in black ink, appearing to read "Bill Ashton", written over a horizontal line.

Bill Ashton
Town Manager

TOWN OF HERNDON, VIRGINIA

ORDINANCE

JANUARY 4, 2022

Ordinance - to amend and reenact Chapter 42 (MOTOR VEHICLES AND TRAFFIC), of the Code of Herndon, Article IV (Stopping, Standing, Parking), Division 4 (Residential Permit Parking), Section 42-223 (Designated Residential Parking Zones), to designate a new residential parking zone to be known as the “Madison Street Zone”.

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

1. Chapter 42, Motor Vehicles and Traffic, Article IV, Stopping, Standing, Parking, Division 4, Residential Permit Parking of the Herndon Town Code (2000), as amended, is amended and re-ordained as follows:

Section 42-223. Designated Residential Permit Parking Zones

Madison Street Zone. Parking by permit only 12:00 a.m. to 7:00 a.m. Madison Street from its intersection with Madison Forest Drive and continuing eastward to cul-de-sac where Madison Street ends.

Old Dranesville Hunt Club Zone. Parking by permit only 8:00 a.m. to 3:30 p.m. Monday through Friday on Huntsman Place from its intersection with Old Hunt Way to 715 Huntsman Place and Old Hunt Way from 735 Old Hunt Way to 669 Old Hunt Way and Crest Drive from its intersection with Old Hunt Way to Herndon Parkway.

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

TOWN OF HERNDON, VIRGINIA

RESOLUTION

JANUARY 11, 2022

Resolution - to ratify an Extension of License pursuant to Ordinance 20-O-23 Continuity of Governmental Operations, as amended, between Vivacity Networks, LLC and the Town of Herndon, Virginia in order to extend the expiration date to June 30, 2022.

WHEREAS, the parties entered into a License Agreement dated June 30, 2019, as amended by the First Amendment dated December 10, 2019, for the use of designated public property and public right-of-way; and

WHEREAS, the License Agreement would have expired on December 31, 2021; and

WHEREAS, Town and Vivacity desired to extend the term of the Agreement to expire on June 30, 2022; and

WHEREAS, the Extension of License was signed by the Town Manager pursuant to Ordinance 20-O-23 Continuity of Governmental Operations, as amended.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia hereby ratifies the Extension of License dated December 15, 2021 signed by the Town Manager between Vivacity Networks, LLC and the Town of Herndon, Virginia in order to extend the license expiration date to June 30, 2022.

**Extension of License Pursuant to Ordinance 20-O-23 Continuity of
Governmental Operations**

Pursuant to the powers conferred upon the Town Manager by Ordinance 20-O-23, as amended, this Extension of License dated December 15, 2021, hereby extends the December 31, 2021 termination date of the existing License between the Town of Herndon, a Virginia municipal corporation (Town) and Vivacity Networks, LLC, a Delaware limited liability company, the successor to Vivacity DC, Inc. ("Vivacity") a Delaware corporation, dated June 30, 2019, as amended by the First Amendment dated December 10, 2019 for equipment and facilities (the License) for a period of 6 months (the Extension).

THEREFORE, for the consideration stated in the License and herein, the parties agree as follows:

1. The License is incorporated by reference.
2. Unless otherwise agreed in writing by the parties Vivacity shall remove all its equipment and facilities at the termination of this license.
3. The License shall terminate on **June 30, 2022**.
4. In all other respects, the License is confirmed.

VIVACITY NETWORKS, LLC

By: *Sarah Z. Murphy*
Authorized Representative

Name: *Sarah L. Murphy*

Title: *Chief Financial Officer*

TOWN OF HERNDON, VIRGINIA

William H. Ashton II

William H. Ashton II
Town Manager

APPROVED AS TO FORM:

Lesa J. Yeatts

Lesa J. Yeatts
Town Attorney



STAFF REPORT

Town Council
January 4, 2022

Title:

Resolution, to award Contract #B-22-05, Herndon Parkway Water Main Replacement Project.

Staff Contact:

Tammy Chastain, Deputy Director of Public Works
(phone) 703-435-6803
(e-mail) tammy.chastain@herndon-va.gov

Background:

Construction of a public water main replacement along the Herndon Parkway between Elden and Grove Streets is part of the General Water Maintenance and Replacement in the Capital Improvement Program. The project proposes the replacement of 700 feet of PVC pipe with ductile iron pipe.

On October 28, 2021, Contract #B-22-05, Herndon Parkway Water Main Replacement Project, was advertised on eVA, the state procurement site. On November 23, a bid opening was held, and the following bids were received:

<u>Contractor</u>	<u>Bid</u>
Franco's Liberty Bridge, Inc.	\$298,945.00
A&M Concrete Corporation	\$467,825.00
Anchor Construction	\$520,560.00
Sagres Construction Corporation	\$743,000.00
Fort Meyer Construction Corporation	\$874,500.00
Old Line Construction, Inc.	\$1,461,520.00
RP Group LLC	\$1,840,000.00

The apparent lowest bidder, Franco's Liberty Bridge, Inc., has been found to be responsive and responsible.

Fiscal Impact:

Funds to support this contract are available in the Capital Project Account number 002-08-88-000-480020.

Staff recommends Contract #B-22-05, Herndon Parkway Water Main Replacement Project, be awarded to Franco's Liberty Bridge, Inc. for \$298,945. Staff also recommends a contingency in the amount of \$29,895, which is approximately 10% of the contract amount, to be authorized.

Staff Recommendation:

Staff recommends that the Town Council:

1. Award Contract #B-22-05, Herndon Parkway Water Main Replacement Project, to Franco's Liberty Bridge, Inc. for \$298,945.
2. Authorize a contingency of \$29,895.

Attachment:

Draft Resolution

Staff:



Tammy Chastain
Deputy Director of Public Works

TOWN OF HERNDON, VIRGINIA

RESOLUTION

JANUARY 11, 2022

Resolution- to award Contract #B-22-05, Herndon Parkway Water Main Replacement Project.

WHEREAS, the Herndon Parkway Water Main Replacement Project is in the Capital Improvement Program; and

WHEREAS, Contract #B-22-05, Herndon Parkway Water Main Replacement Project, was advertised on October 28, 2021; and

WHEREAS, the following bids were received and opened on November 23, 2021:

<u>Contractor</u>	<u>Bid</u>
Franco's Liberty Bridge, Inc.	\$298,945.00
A&M Concrete Corporation	\$467,825.00
Anchor Construction	\$520,560.00
Sagres Construction Corporation	\$743,000.00
Fort Meyer Construction Corporation	\$874,500.00
Old Line Construction, Inc.	\$1,461,520.00
RP Group LLC	\$1,840,000.00; and

WHEREAS, Franco's Liberty Bridge, 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 \$29,895, which is approximately 10 percent of the bid, be authorized; and

WHEREAS, funds to support this contract are available in the Capital Projects Account 002-08-88-000-480020; and

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby awards Contract #B-22-05, Herndon Parkway Water Main Replacement Project, to Franco's Liberty Bridge, Inc., in the amount of \$298,945.

BE IT FURTHER RESOLVED that the Town Council of the Town of Herndon, Virginia hereby authorizes a contingency of \$29,895.

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.