PRINCE WILLIAM COUNTY

AGENDA

The Board of County Supervisors
Hon. Deshundra Jefferson, Chair
Hon. Victor S. Angry, Vice Chair
Hon. Andrea O. Bailey
Hon. Kenny A. Boddye
Hon. Tom Gordy
Hon. Jeannie M. LaCroix
Hon. George T. Stewart
Hon. Yesli Vega

September 22, 2026

2:00 PM

Agenda Revised: September 16, 2026
1) Added Attachment to Item 4-D
2) Added Items 4-E to 4-G to Commendations and Proclamations
3) Added Items 11-F to 11-J to Supervisors' Time

1. Prayer - Invocation - Moment of Silence

2. Pledge of Allegiance

3. Procedural Matters

3.A. **RES** - Approve a Request to Participate Remotely Through Electronic Communication Means ***(If Necessary)***
Item 3-A

4. Commendations and Proclamations

4.A. **RES** - Commend the Beville Middle School Step Team - Supervisor Angry
Item 4-A

4.B. **RES** - Commend Stuart "Stu" Mitchell for the 2026 'Vic Clark' Roanoke Division American Radio Relay League Service Award - Supervisor Angry
Item 4-B

4.C. **RES** - Proclaim October 4 - October 10, 2026, as Fire Prevention Week - Thomas LaBelle, Fire and Rescue System - *Safe and Secure Community*
Item 4-C

4.D. **RES** - Proclaim September 22, 2026, as Car Free Day - Ricardo Canizales, Transportation & Capital Construction - *Mobility, Economic Growth, and Resiliency*
Item 4-D

4.E. **RES** - Proclaim September 15 - October 15, 2026, as Hispanic Heritage Month - Chair Jefferson
Item 4-E

4.F. **RES** - Proclaim September 25, 2026, as Dolly Parton Day - Chair Jefferson
Item 4-F

4.G. **RES** - Recognize and Celebrate the Contributions of Salvadoran-Americans to Prince William County, the Commonwealth of Virginia, and the United States of America - Supervisor Vega

Item 4-G

5. Consent Agenda

5.A. **RES** - Approve and Authorize the Execution of an Agreement between the Prince William Board of County Supervisors, The Protestant Episcopal Church in the Diocese of Virginia, and 13900 Church Hill Drive LLC, Regarding Satisfaction of Certain Transportation Proffers - **Woodbridge Magisterial District** - Ricardo Canizales, Transportation & Capital Construction - *Mobility, Economic Growth, and Resiliency*
Item 5-A

5.B. **RES** - Budget and Appropriate $7,436,018 in Regional Surface Transportation Program Federal Funding to the Route 234 Business (Battleview to Godwin) Improvements Project - **Brentsville, Coles, and Gainesville Magisterial Districts** - Ricardo Canizales, Transportation & Capital Construction - *Mobility, Economic Growth, and Resiliency*
Item 5-B

5.C. **RES** - Authorize the Execution of a Perpetual Maintenance Agreement between the Prince William Board of County Supervisors and the Virginia Department of Transportation for the North Woodbridge Pedestrian Bridge Project - **Woodbridge Magisterial District** - Ricardo Canizales, Transportation and Capital Construction - *Mobility, Economic Growth, and Resiliency*
Item 5-C

5.D. **RES** - Budget and Appropriate $344,878 from Fiscal Year 2026 Magisterial District Office Savings to the Fiscal Year 2027 Magisterial District Office's Employee Reserve - David Sinclair, Management and Budget - *Government Operations, Performance, and Innovation*
Item 5-D

5.E. **RES** - Authorize Addendum No. 1 to the Memorandum of Understanding with Northern Virginia Community College to Provide Related Technical Instruction for the Department of Facilities and Fleet Management's Skilled Trades Apprenticeship Program, and Budget and Appropriate $296,190 to Create Four Temporary Apprentice Positions - Matthew Villareale, Facilities and Fleet Management - *Government Operations, Performance, and Innovation*
Item 5-E

6. Public Comment Time

7. Public Hearings
Including Consolidated Land Use

7.A. **RES** - Authorize an Agricultural Farming License on County Property Located at 10806 and 10810 Bristow Road - **Brentsville Magisterial District** - Janet Bartnik, Parks and Recreation - *Health, Wellbeing, and Environmental Sustainability*
Item 7-A

7.B. **RES** - Authorize Condemnation and Exercise Quick-Take Powers, in Accordance with Chapter 3 of Title 25.1 of the Virginia Code, to Acquire Property and Various Easements on Property Located at 14698 Colchester Road, Owned by Colchester Apartments LLC, a Virginia Liability Company, in Connection with the Colchester Road Sidewalk Improvement Project - **Woodbridge Magisterial District** - Ricardo Canizales, Transportation & Capital Construction - *Mobility, Economic Growth, and Resiliency*

Item 7-B

7.C. **ORD** - Special Use Permit #SUP2026-00021, Truist Smoketown Station -**Occoquan Magisterial District** - Micah Modesto, Planning -*Mobility, Economic Growth, and Resiliency*
Item 7-C

7.D. **ORD** - DPA 2026-00006, Zoning Text Amendment to the Data Center Opportunity Zone Overlay District, County Code Section 32-509.01 Et Seq., and any Other Related Sections of the Zoning Ordinance, Including Corresponding Data Center Opportunity Zone Overlay District Map Amendments - **Countywide** - Reza Ramyar, Planning -*Mobility, Economic Growth, and Resiliency*
Item 7-D

8. County Executive

9. County Attorney

9.A. **RES** - Authorize a Closed Meeting
Item 9-A

10. Agencies

10.A. **RES** - Amend the Prince William County Procurement Regulations to be Consistent with Section 2.2-4300 of the Code of Virginia, Virginia Public Procurement Act, as Amended - Shana Terry, Procurement Services - *Government Operations, Performance, and Innovation*
Item 10-A

11. Supervisors' Time

11.A. **RES** - Appoint **Hilda Barg** to the Cherry Hill Community Development Authority - Supervisor Bailey
Item 11-A

11.B. **RES** - Appoint **Milicent Green** to the Cherry Hill Community Development Authority - Supervisor Bailey
Item 11-B

11.C. **RES** - Appoint **Seth Opoku-Yeboah** to the Prince William County Housing Board - Supervisor Bailey
Item 11-C

11.D. **RES** - Appoint **Owen Meyer** to the Library Board - Supervisor Boddye
Item 11-D

11.E. **RES** - Appoint **Allison Blow** to the Social Services Advisory Board - Chair Jefferson
Item 11-E

11.F. **RES** - Petition the Governor and Virginia Department of Environmental Quality for Inclusion of Mid-County and Western Prince William County in Regional Groundwater Studies and Future Groundwater Management Frameworks - **Brentsville, Coles, Gainesville, Occoquan, and Potomac Magisterial Districts -** Supervisor Boddye
Item 11-F

11.G. **Proposed Directive:** Supervisor LaCroix: Zoning Administrator Authority Under Section 15.2-2286(A)(4), VA Code
Supervisor LaCroix - Zoning Administrator Authority Under Section 15.2-2286(A)(4), VA Code

11.H. **Proposed Directive:** Supervisor LaCroix: Expanded Senior Programming Capacity
Supervisor LaCroix - Expanded Senior Programming Capacity

11.I. **Proposed Directive:** Supervisor LaCroix: Senior Transportation Assistance
Supervisor LaCroix - Senior Transportation Assistance

11.J. **Proposed Directive:** Supervisor Stewart: Gainesville District Rural Communities Small Area Plan
Supervisor Stewart - Gainesville District Rural Communities Small Area Plan

12. Closed Meeting

12.A. **RES** - Certify the Closed Meeting
Item 12-A

**** The Evening Session of the Board Meeting Begins at 7:00 p.m. ****

13. Public Hearings
Standard Agenda

13.A. **ORD** - Special Use Permit #SUP2025-00009, Vint Hill Substation -**Brentsville Magisterial District** - Alex Vanegas, Planning -*Mobility, Economic Growth, and Resiliency*
Item 13-A

14. Public Comment Time

15. Adjourn Meeting

15.A. **RES** - Adjourn the Meeting
Item 15-A

The Board of County Supervisors' meeting agenda may be amended or revised after it is posted, prior to the commencement of the meeting, and during the meeting, as provided by law.

The Board continues to strongly encourage members of the public to communicate with the Board, including via email, SpeakUp!, and during Public Comment Time. Because Board meetings are broadcast live on cable TV and the internet, and past Board meetings are available on the County website, younger members of the public may be listening and/or viewing the meetings, including public comment time. During Public Comment Time, members of the public shall refrain from obscenity or other speech tending to create a breach of the peace, as such language violates the Board's Rules of Procedure. The Board also strongly encourages speakers during Public Comment Time to follow proper decorum and be respectful to each other; and to refrain from using profanity, as such language is not suitable for younger members of the public who may be viewing and/or listening to the meeting. The Board appreciates the public's cooperation in communicating important feedback and information to the Board in a positive, productive, and respectful manner.

To register to comment remotely at Public Comment Time or on any listed Public Hearing, please visit SpeakUp! Prince William

Online registration will open at 9:00 a.m. on Tuesday, September 15 and close at 5:00 p.m. on Monday, September 21.

MOTION: **September 22, 2026**
Regular Meeting
SECOND: **Res. No. 26-**

RE: **Approve a Request to Participate Remotely Through Electronic Communication Means**

ACTION:

WHEREAS, the Prince William Board of County Supervisors (Board) adopted a policy in its Rules of Procedure pursuant to Section 2.2-3708.2 and 2.2-3708.3, VA Code Ann., to allow for remote participation by Members of the Board; and

WHEREAS, in accordance with the Board's policy, Supervisor _____ notified the Chair that they are requesting permission from the Board to electronically participate at the Board's regular meeting; and

WHEREAS, Supervisor ____ certified that *(check A, B, C, or D)*:

A. ____ the Member is unable to attend the meeting due to a temporary or permanent disability or other medical condition that prevents the Member's physical attendance. For purposes of determining whether a quorum is physically assembled, a Board member who is a person with a disability as defined in Section 51.5-40.1, VA Code Ann., and uses remote participation counts toward the quorum as if the individual was physically present; OR

B. ____ the Member is unable to attend the meeting due to a medical condition of a member of the member's family, which requires the member to provide care that prevents the member's physical attendance, or the member is a caregiver who must provide care for a person with a disability at the time the public meeting is being held, thereby preventing the member's physical attendance. For purposes of determining whether a quorum is physically assembled, a Board member who is a caregiver for a person with a disability and uses remote participation counts toward the quorum as if the individual were physically present; OR

C. ____ the Member's principal residence is more than 60 miles from the meeting location identified in the required notice for such meeting; OR

D. ____ the Member is unable to attend the meeting due to the following specifically identified personal matter: flight canceled in Newark, New Jersey; AND the Member has not already used remote participation due to personal matters more than two meetings per calendar year or 25 percent of the meetings held per calendar year rounded up to the next whole number, which is greater; and

WHEREAS, the general description of the remote location from which Supervisor _____ plans to electronically participate is _____; the remote location need not be open to the public; and

WHEREAS, Supervisor _____ verifies that the Member's participation in any closed session of the meeting shall remain confidential and not be disclosed to any unauthorized persons or entities; and

WHEREAS, pursuant to the Board's policy, a request for electronic participation from a remote location shall be approved unless participation violates the Board's policy or any provisions of the Virginia Freedom of Information Act; and the Board's policy shall be applied strictly and uniformly, without exception, to the entire membership of the Board and without regard to the identify of the Member requesting remote participation or the matters that will be considered or voted on at the meeting;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby approves the request to participate remotely in the meeting through electronic communication means in accordance with the Board's policy; a quorum of the Board was physically assembled at one primary or central meeting location; and arrangements were made for the voice of the Member to be heard by all persons at the primary or central meeting location.

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:
Abstain from Vote:

For Information:
County Attorney

ATTEST: _____
Clerk to the Board

MOTION: **September 22, 2026**
Regular Meeting
SECOND: **Res. No. 26-**

RE: **Commend the Beville Middle School Step Team**

ACTION:

WHEREAS, the Beville Middle School Step Team demonstrated exceptional skill, determination, teamwork, and discipline throughout the 2026 season; and

WHEREAS, the team achieved significant recognition for their outstanding performances, showcasing excellence in rhythm, precision, creativity, and school spirit at competitions and community events winning first place among their division within Prince William County Schools; and

WHEREAS, the Beville Middle School Step Team represented their school with pride and professionalism, earning respect throughout Prince William County and beyond for their commitment to the art of stepping; and

WHEREAS, the accomplishments of these student-performers reflect the dedication of the team members, coaches, families, school community, and supporters who contributed to an exceptional season;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby commends and congratulates the Beville Middle School Step Team for its outstanding 2026 season and remarkable achievements. This accomplishment will forever be part of Beville Middle School's history and one these students can carry with pride for the rest of their lives. The Board extends its best wishes for their continued success both in their academic pursuits and future performances.

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

ATTEST: _____
Clerk to the Board

MOTION: **September 22, 2026**
Regular Meeting
SECOND: **Res. No. 26-**

RE: **Commend Stuart "Stu" Mitchell for the 2026 'Vic Clark' Roanoke Division American Radio Relay League Service Award**

ACTION:

WHEREAS, Mr. Stuart "Stu" Mitchell has been a proud licensed Amateur Radio operator for more than seventy years, and has received the highest honor bestowed by the Roanoke Division of the American Radio Relay League (ARRL), the prestigious 'Vic Clark' Roanoke Division ARRL Service Award; and

WHEREAS, the 'Vic Clark' Award recognizes sustained and meaningful service that strengthens Amateur Radio and advances the ARRL's mission, and Mr. Mitchell has exemplified this standard throughout his life, including a distinguished 20-year career as a Lieutenant Colonel in the United States Army Signal Corps, followed by decades of continued service to his community; and

WHEREAS, Mr. Mitchell provided foundational leadership by chartering Woodbridge Wireless, Inc., an educational nonprofit organization now known as the Woodbridge Amateur Radio Club (WARC). Under his guidance, the club has become a cornerstone of Amateur Radio activity in Eastern Prince William County and has helped develop and mentor hundreds of new licensees, directly contributing to the continued growth of the ARRL and Amateur Radio education; and

WHEREAS, Mr. Mitchell has played an instrumental role in developing and maintaining critical radio infrastructure throughout the eastern half of Prince William County, including the W4IY repeater system, which provides reliable communications coverage across the region. His technical innovations, including the "North–South line" antenna alignment concept to reduce RF interference, have improved radio performance and technical standards not only for WARC but for neighboring organizations throughout the region;

NOW, THEREFORE, BE IT RESOLVED the Prince William Board of County Supervisors hereby commends Mr. Stuart "Stu" Mitchell for his receipt of the 2026 'Vic Clark' ARRL Roanoke Division Service Award. We admire and appreciation his decades of extraordinary service, technical leadership, mentorship, and lasting contributions to Prince William County and the Amateur Radio community.

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

ATTEST: _____
Clerk to the Board

MOTION: **September 22, 2026**
Regular Meeting
SECOND: **Res. No. 26-**

RE: **Proclaim October 4 – October 10, 2026, as Fire Prevention Week**

ACTION:

WHEREAS, fire remains a serious public safety concern, locally and nationally, and the presence of lithium-ion batteries in many household devices introduces fire risks; and

WHEREAS, the National Fire Protection Association (NFPA) reports an increase in battery-related fires, highlighting the need for public education on the safe use of lithium-ion batteries and devices; and

WHEREAS, residents are encouraged to understand that safe charging means making smart choices every time they plug in; and

WHEREAS, the 2026 National Fire Prevention Week theme is "Charge into Fire Safety: Safe Charging Is a Superpower" focuses on the everyday charging habits that can help reduce the risk of lithium-ion battery fires and keep homes and communities safer; and

WHEREAS, the Prince William County Fire and Rescue System Expo and Fall Festival will kick off Fire Prevention Week on Saturday, October 3, 2026, and conclude the weeklong celebration on Saturday, October 10, 2026, with Open Houses at fire and rescue stations throughout the county;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby proclaims October 4 – October 10, 2026, as Fire Prevention Week in Prince William County.

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

For Information:
Fire and Rescue System Chief

ATTEST: _____
Clerk to the Board

MOTION: **September 22, 2026**
Regular Meeting
SECOND: **Res. No. 26-**

RE: **Proclaim September 22, 2026, as Car Free Day**

ACTION:

WHEREAS, Car Free Day is an annual event celebrated in communities around the world to reduce vehicle traffic, improve air quality, and explore greener, more sustainable methods of travel and commuting; and

WHEREAS, Car Free Day invites residents of Prince William County and the region to telework or try alternative forms of transportation such as riding transit, walking, biking, scootering, and other "car-lite" methods such as carpools and vanpools in a safe and healthy manner; and

WHEREAS, Car Free Day supports Prince William County's Strategic Plan Mobility Goal 3 to promote and incentivize environmentally sustainable transportation options to encourage people to use them more frequently; and

WHEREAS, Car Free Day supports Prince William County's Comprehensive Plan Mobility Chapter Action Strategy TR5.6 to support public information campaigns to increase awareness of all available transportation options; and

WHEREAS, Car Free Day supports Prince William County's Comprehensive Plan Mobility Chapter Action Strategy TR5.11 to support County and regional commuter programs, including vanpooling, ride hailing, ridesharing, and "slugging", through funding coordination, and promotion; and

WHEREAS, Car Free Day benefits the National Capital Region, including Prince William County through improved air quality, increased multimodal mobility, energy conservation, and reduced traffic and parking demands; and

WHEREAS, Prince William County Department of Transportation & Capital Construction and the City of Manassas are co-sponsoring a free "Adult Road Riding Basics" class hosted by the Washington Area Bicyclist Association on Saturday, September 19, 2026, to provide the confidence and skills needed for residents interested in biking to work; and

WHEREAS, Residents interested in registering for the free class can do so at https://tinyurl.com/RoadRidingClass; and

WHEREAS, all Prince William County residents are encouraged to take the pledge to be car free or "car-lite" on September 22, 2026, at https://forms.cloud.microsoft/g/VENG7H4JPD;

NOW, THEREFORE, BE IT RESOLVED, that the Prince William Board of County Supervisors hereby proclaims September 22, 2026 as Car Free Day;

BE IT FURTHER RESOLVED, that the Prince William Board of County Supervisors hereby endorses the National Capital Region Transportation Planning Board's regional Car Free Day efforts.

ATTACHMENT: Car Free Day Flyer

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

For Information:
Director of Transportation & Capital Construction
Trail and Blueways Council

ATTEST: _____

Clerk to the Board


Car Free Day
Join the worldwide pledge to be car free on September 22, 2026
Pledge Today
PRINCE WILLIAM COUNTY

MOTION: **September 22, 2026**
Regular Meeting
SECOND: **Res. No. 26-**

RE: **Proclaim September 15 – October 15, 2026, as Hispanic Heritage Month**

ACTION:

WHEREAS, Hispanic Heritage Month is celebrated annually from September 15 through October 15 to honor the contributions, diverse cultures, and rich histories of Hispanic Americans; and

WHEREAS, the start of this observance, September 15, marks the anniversary of independence for the Latin American countries of Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua, with Mexico and Chile celebrating their independence days soon after; and

WHEREAS, the 2026 theme, "Pioneers of Change: Shaping the Future Together," highlights the contributions of Hispanic communities in fields as diverse as science, art, politics, and community activism; and

WHEREAS, Hispanic Americans have enriched the nation through their traditions, work ethic, and dedication, and continue to make significant contributions across various fields;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby proclaims Monday, September 15, 2026, through Wednesday, October 15, 2026, as Hispanic Heritage Month and encourages all members of our community to join our fellow Hispanics and Latinos in recognizing and celebrating the prosperity, power, and progress of Hispanics during this special month and beyond.

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

ATTEST: _____
Clerk to the Board

MOTION: **September 22, 2026**
Regular Meeting
SECOND: **Res. No. 26-**

RE: **Proclaim September 25, 2026, as Dolly Parton Day**

ACTION:

WHEREAS, Dolly Parton was the artist behind the hit song (and star of iconic film) 9 to 5 and a prolific musician whose works such as Coat of Many Colors, Hard Candy Christmas, and of course Jolene remain ubiquitous today; and

WHEREAS, Dolly Parton, her career, her signature style, and her philanthropic endeavors, made her an inspiration and hero to millions, who will always love her; and

WHEREAS, Dolly Parton's Imagination library delivered millions of books to pre-k students since its founding in 1995 and continues to encourage and enable literacy in low-income communities nationwide; and

WHEREAS, Dolly Parton spoke openly about challenges she faced and her childhood growing up in poverty in rural Tennessee, inspiring millions and reminding us always to help others and treat our neighbors with compassion no matter their circumstances; and

WHEREAS, on August 25th, 2026, Dolly Parton passed away after battling cancer, leaving behind her an incredible legacy of talent and kindness;

NOW, THEREFORE, BE IT RESOLVED, that the Prince William Board of County Supervisors hereby proclaims September 25, 2026, as Dolly Parton Day in Prince William County, and encourage all citizens to honor the memory of Dolly Parton by doing good deeds and singing as best they are able.

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

ATTEST: _____
Clerk to the Board

MOTION: **September 22, 2026**
Regular Meeting
SECOND: **Res. No. 26-**

RE: **Recognize and Celebrate the Contributions of Salvadoran-Americans to Prince William County, the Commonwealth of Virginia, and the United States of America**

ACTION:

WHEREAS, Salvadoran-Americans have made lasting contributions to the history, economy, and civic life of the United States and the Commonwealth of Virginia; and

WHEREAS, Prince William County is home to an estimated 23,000 Salvadoran-born residents, representing the largest country of origin among the County's foreign-born population; and

WHEREAS, Salvadoran-Americans throughout Prince William County contribute to the strength of our community as business owners, educators, public servants, members of our Armed Forces, and engaged neighbors; and

WHEREAS, generations of Salvadoran-Americans have built their lives, raised their families, established businesses, and served their neighbors throughout Prince William County and Northern Virginia;

NOW, THEREFORE, BE IT RESOLVED, that the Prince William Board of County Supervisors recognizes and celebrates the contributions of Salvadoran-Americans to Prince William County, the Commonwealth of Virginia, and the United States of America.

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

ATTEST: _____

Clerk to the Board

MOTION: **September 22, 2026**
Regular Meeting
SECOND: **Res. No. 26-**

RE: **Approve and Authorize the Execution of an Agreement between the Prince William Board of County Supervisors, The Protestant Episcopal Church in the Diocese of Virginia, and 13900 Church Hill Drive LLC, Regarding Satisfaction of Certain Transportation Proffers – Woodbridge Magisterial District**

ACTION:

WHEREAS, the Protestant Episcopal Church in the Diocese of Virginia (Church) and 13900 Church Hill Drive LLC (Developer) are subject to proffer conditions associated with Proffer Amendment #PLN2013-00005 dated August 9, 2012 (Proffers), which require certain transportation improvements, including a new parking lot to serve the Woodbridge Senior Center at 13850 Church Hill Drive, Woodbridge, Virginia; and

WHEREAS, since the approval of these proffered development conditions, the County has determined that a new parking lot to serve the Woodbridge Senior Center is no longer necessary; and

WHEREAS, in lieu of providing the proffered transportation improvements pertaining to the Woodbridge Senior Center, County staff and the Church agree that the Developer shall provide a monetary contribution in an amount not to exceed a total of $1,000,000 toward their overall Transportation Proffers to satisfy the Transportation Proffer related to the Woodbridge Senior Center Parking Lot. According to the Proffers, monetary contributions as part of the Transportation Proffers are to be used for transportation purposes as determined by the Prince William Board of County Supervisors (Board); and

WHEREAS, as a result, County staff, the Church, and the Developer agree that certain transportation proffers should be deemed satisfied once the monetary contribution is made; and

WHEREAS, the Board finds that approval of this resolution supports improving, expanding, and using the County's transportation network;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby approves and authorizes the execution of an agreement between the Prince William Board of County Supervisors, the Protestant Episcopal Church in the Diocese of Virginia, and 13900 Church Hill Drive LLC, regarding satisfaction of certain transportation proffers pursuant to proffer amendment #PLN2013-00005 and authorizes the County Executive or their designee to execute the attached agreement and any other document(s) that are necessary and/or appropriate to effectuate the intent of this resolution, and are approved as to form by the County Attorney's Office.

ATTACHMENT: Agreement between the Prince William Board of County Supervisors of Prince William County, Virginia, Protestant Episcopal Church in the Diocese of Virginia, and 13900 Church Hill Drive LLC Regarding the Satisfaction of Certain Proffer Requirements

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

For Information:
County Attorney
Transportation & Capital Construction Director
Zoning Administrator
Proffer Administrator

ATTEST: _____
Clerk to the Board

AGREEMENT TO CONFIRM SATISFACTION OF CERTAIN PROFFEREDCONDITIONS

NOW COME the BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA, the governing body for Prince William County, Virginia, a political subdivision of the Commonwealth of Virginia (the "*County*"), and THE PROTESTANT EPISCOPAL CHURCH IN THE DIOCESE OF VIRGINIA, a religious organization (the "*Church*"), and 13900 CHURCH HILL DRIVE LLC, a Virginia limited liability company ("*Developer*") and do hereby enter into this Agreement (the "*Agreement*") to Confirm Satisfaction of Certain Proffer Conditions (the August 15, 2007, Proffered Conditions as revised August 9, 2012 and hereinafter the "*Proffers*") on this_day of June 2026.

RECITALS

R-1: The property outlined in Exhibit A is subject to the Proffer Statement associated with Rezoning #REZ PLN2013-00005, The Protestant Episcopal Church in the Diocese of Virginia Proffer Statement – the *Proffers*. The Developer is the Applicant responsible for constructing certain transportation improvements pursuant to the Proffers.

R-2: Transportation Proffers are found at Page 2 of 13, Numbered 1 – 3 and pertain to transportation monetary credits based upon a per unit calculation, off-site road improvements on Church Hill Drive, as identified on the "Off-site Transportation Plan", and intersection movements at Prince William Parkway and Church Hill Drive. (respectively "*Proffered Transportation Improvements*").

R-3: The Proffered Transportation Improvements include a new parking lot at the rear of the Senior Center in accordance with the Wiley Wilson Plan (the "*Woodbridge Senior Center Parking Lot*"), however, the County no longer desires a new parking lot at this location, therefore, The Proffered Transportation Improvements as to the Woodbridge Senior Center Parking Lot cannot be completed.

R-4: In lieu of providing the Proffered Transportation Improvements as noted at Transportation Proffer 3, the County and the Church agree that the Developer shall provide a monetary contribution in an amount not to exceed a total of $1,000,000 in order to satisfy the Transportation Proffer related to the Woodbridge Senior Center Parking Lot and subject to the credits described in Proffer 25.B.i. (credit against Transportation Proffers in Proffer #1 and credit against Parks and Recreation Proffers in Proffer #6)(See Exhibit 1, the Proffers).

R-5: As a result of said payment, the Church, the Developer, and the County agree the required Proffered Transportation Improvements as noted at the Transportation Proffers 3C relating to the Woodbridge Senior Center Parking Lot shall be deemed satisfied and the monetary proffer obligations of the Developer shall be given the credits delineated at Proffer 25.B.i. (credit against Transportation Proffers in Proffer #1 and credit against Parks and Recreation Proffers in Proffer #6).

NOW, THEREFORE, for the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Proffer Status.

(i) In lieu of constructing the Proffered Transportation Improvements outlined in Transportation Proffer No. 3, Developer shall make a monetary contribution to the County Board of County Supervisors in an amount not to exceed $1,000,000 to satisfy the Transportation Proffer No. 3 relating to the Woodbridge Senior Center Parking Lot and the monetary proffer obligations of the Developer shall be given the credits delineated at Proffer 25.B.i. (credit against Transportation Proffers in Proffer #1 in the amount of $666,666.67 and credit against Parks and Recreation Proffers in Proffer #6 in the amount of $333,333.33) upon payment of said monetary contribution prior to the first occupancy permit being issued.

2. Proffer Determination Letter: Within 30 calendar days after Developer has provided the monetary contribution to the County, as required under Paragraph 1 of this Agreement, the Prince William County Zoning Administrator will issue a proffer determination letter with respect to the satisfaction of the obligations of Transportation Proffer 3 of The Proffered Transportation Improvements, consistent with the provisions of this Agreement and providing the credits required by Proffer 25.B.i.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA

_____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

_____

By: _____

_____

County Attorney
Prince William County

Date: _____

THE PROTESTANT EPISCOPAL CHURCH IN THE DIOCESE OF VIRGINIA

By: _____

Title: **The Rt. Rev'd E. Mark Stevenson**

Date: **September 2, 2026**

13900 CHURCH HILL DRIVE LLC

A Virginia limited liability company

By: IDI CHD, L.L.C., Manager
By: IDI MANAGER, L.L.C.

By: ENRICO CECCHI
Its: MANAGER
Date: 9/1/26

EXHIBIT 1

PRINCE WILLIAM COUNTY

Office of the County Executive
Christopher J. Shorter

STAFF REPORT

Board of County Supervisors
Deshundra L. Jefferson, Chair
Victor S. Angry, Vice Chair
Andrea O. Bailey
Kenny A. Boddye
Tom Gordy
Jeannie LaCroix
George T. Stewart
Yesli Vega

Board Meeting Date:	September 22, 2026
Agenda Title:	Approve and Authorize the Execution of an Agreement between the Prince William Board of County Supervisors, The Protestant Episcopal Church in the Diocese of Virginia, and 13900 Church Hill Drive LLC, Regarding Satisfaction of Certain Transportation Proffers
District Impact:	Woodbridge Magisterial District
Requested Action:	Approve and authorize execution of an agreement.
Department / Agency Lead:	Department of Transportation and Capital Construction
Staff Lead:	Ricardo Canizales, Director

EXECUTIVE SUMMARY

The Protestant Episcopal Church in the Diocese of Virginia (Church) and 13900 Church Hill Drive LLC (Developer) are subject to proffer conditions associated with Proffer Amendment #PLN2013-00005 dated August 9, 2012 (Proffers), which require certain transportation improvements, including a new parking lot to serve the Woodbridge Senior Center at 13850 Church Hill Drive, Woodbridge, Virginia. Since the approval of these proffered development conditions, the County has determined that a new parking lot to serve the Woodbridge Senior Center is no longer necessary.

In lieu of providing the proffered transportation improvements pertaining to the Woodbridge Senior Center, County staff and the Church agree that the Developer shall provide a monetary contribution in an amount not to exceed a total of $1,000,000 toward their overall Transportation Proffers to satisfy the Transportation Proffer related to the Woodbridge Senior Center Parking Lot. According to the Proffers, monetary contributions as part of the Transportation Proffers are to be used for transportation purposes as determined by the Prince William Board of County Supervisors (Board).

It is the recommendation of County staff that the Board approve and authorize the execution of an agreement between the Board, the Church, and the Developer regarding satisfaction of certain Transportation proffers.

BACKGROUND

The Church and Developer are subject to proffer conditions associated with Proffer Amendment #PLN2013-00005 dated August 9, 2012.

Proffer 3 includes a new parking lot at the rear of the Woodbridge Senior Center for approximately 50 parking spaces. Since the approval of these proffered development conditions, the County has determined that a new parking lot to serve the Woodbridge Senior Center is no longer necessary.

In lieu of providing the proffered transportation improvements pertaining to the Woodbridge Senior Center, County staff and the Church agree that the Developer shall provide a monetary contribution in an amount not to exceed a total of $1,000,000 toward their overall Transportation Proffers in order to satisfy the Transportation Proffer related to the Woodbridge Senior Center Parking Lot. This amount will be subject to the credits against Transportation Proffers (67%, or $666,666) and Parks and Recreation Proffers (33%, or $333,333).

STAFF RECOMMENDATION

It is the recommendation of County staff that the Board approve and authorize the execution of an agreement between the Board, the Church, and the Developer regarding satisfaction of certain Transportation proffers.

Service Level / Policy Impact

Authorizing the execution of the agreement will allow for additional transportation funds to be used for other transportation purposes. This will support the Strategic Plan using the following Objectives:

- Mobility Objective 2 supports improving, expanding, and using the County's transportation network.
- Mobility Objective 4 develops mobility projects across the County to ensure timely resident access to multiple transportation options.
- Mobility Objective 5 works with the community and stakeholders to identify and implement effective, safe, multi-modal solutions to improve access, safety, and connectivity.

Fiscal Impact

No costs will be incurred by the County by authorizing the agreement. The funding will be used to support any future transportation funding needs.

Legal Impact

The Board has the legal authority to authorize this Agreement.

STAFF CONTACT INFORMATION

Kevin Wyrauch | (703) 792-4051
kwyrauch@pwcgov.org

ATTACHMENTS

1. Proffer Statement associated with Proffer Amendment #PLN2013-00005, dated August 9, 2012
2. Vicinity Map

THIS PROFFER AMENDMENT has a MINOR MODIFICATION by MOD2026-00012

(see below and official case file for more details)

MOTION: **PRINCIPI** **October 2, 2012**
Regular Meeting

SECOND: **CADDIGAN** **Ord. No. 12-53**

RE: **PROFFER AMENDMENT #PLN2013-00005, ST. MARGARET'S CHURCH – WOODBRIDGE MAGISTERIAL DISTRICT**

ACTION: **APPROVED**

WHEREAS, this is a request to amend the proffers of Rezoning #PLN2006-00439 to include a medical office as a secondary use to a religious institution. The +/-9.99-acre site is located on the south side of Prince William Pkwy; +/- 150 ft. southwest of its intersection with Church Hill Dr. & identified as GPIN #8392-51-6593. The site is zoned Planned Mixed Residential & is designated Suburban Residential High as part of the Potomac Communities Sector Plan in the Comprehensive Plan; and

WHEREAS, staff has reviewed the subject application and recommends approval, as stated in the staff report; and

WHEREAS, the Planning Commission, at its public hearing on September 5, 2012, recommended approval, as stated in Planning Commission Res. No. 12-062; and

WHEREAS, a Board of County Supervisors' public hearing, duly advertised in a local newspaper for a period of two weeks, was held on October 2, 2012, and interested citizens were heard; and

WHEREAS, general welfare and good zoning practice are served by the approval of the application;

NOW, THEREFORE, BE IT ORDAINED that the Prince William Board of County Supervisors does hereby approve PRA #PLN2013-00005, St. Margaret's Church, subject to the proffers dated August 9, 2012;

BE IT FURTHER ORDAINED that the Board of County Supervisors' approval and adoption of any proffered conditions does not relieve the applicant and/or subsequent owners from compliance with the provisions of any applicable ordinances, regulations, or adopted standards.

Votes:
Ayes: Caddigan, Candland, Covington, Jenkins, May, Nohe, Principi, Stewart
Nays: None
Absent from Vote: None
Absent from Meeting: None

For Information:
Planning Director

William G. Homiller
Troutman Sanders LLP
1001 Haxall Point
Richmond, VA 23219

ATTEST: _____
Clerk to the Board

PROFFER STATEMENT

Proffer Statement Amendment
Dated August 15, 2007 and revised August 9, 2012

Applicant: The Protestant Episcopal Church in the Diocese of Virginia
Record Owner: The Protestant Episcopal Church in the Diocese of Virginia (the "Owner")
Project Name: St. Margaret's Church at 13900 Church Hill Drive
Property: GPIN 8392-51-6593
Acreage: 9.99 acres, Woodbridge Magisterial District
Current Zoning Case: PRA #PLN2013-00005, St. Margaret's Church

The undersigned hereby proffers that the use and development of the subject property ("Property") shall be in strict conformance with the following conditions and shall supersede all other proffers made prior hereto, including REZ #PLN2006-00439. In the event the above referenced rezoning is not granted as applied for by Applicant, these proffers shall be withdrawn and are null and void and REZ #PLN2006-00439 shall remain in full force and effect. The headings of the proffers set forth below have been prepared for convenience or reference only and shall not control or affect the meaning or be taken as an interpretation of any provision of the proffers. Any improvements proffered herein below shall be provided at the time of development of the portion of the Property served by the improvement, unless otherwise specified. The terms "Applicant" and "Developer" shall include all future owners and successors in interest.

For purposes of reference in this Proffer Statement, the "Plan" shall be that plan prepared by Burgess & Niple, entitled "Master Zoning Plan St. Margaret's Church", dated November 29, 2005 and including the following:

1. "Master Zoning Plan," Cover Sheet, revised June 26, 2007;
2. "Existing Conditions Plan and Zoning Plat," revised June 26, 2007;
3. "Generalized Development Plan ("GDP")," revised June 26, 2007;
4. "Off-Site Transportation Plan," June 26, 2007; and
5. "Site Details" revised June 26, 2007.

Collectively hereinafter referred to as the "MZP".

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10/2/2012
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TRANSPORTATION

1. Subject to credits described in Proffer 25.B.i. and ii. herein, the Applicant shall provide to the Prince William Board of County Supervisors ("Board"), on a per unit basis, $5,258.00 per multi-family unit to be used for transportation purposes as determined by the Board. Said contribution shall be paid prior to, and as a condition of, final site plan approval for the Property. The proffered monetary contributions shall be applied to capital projects in the area of the rezoning (REZ #PLN2006-00439) that are identified in the CIP, 6-year road plan or other capital improvements projects adopted by the Board. The Board may also budget and appropriate these contributions or portions thereof to other specific capital improvements projects.

2. The final site plan shall include the off-site road improvements to Church Hill Drive identified on the "Off-site Transportation Plan," which shall be constructed by the Applicant. In addition, the final site plan shall show, and the Applicant shall provide intersection improvements at the intersection of Prince William Parkway and Church Hill Drive as required by the Virginia Department of Transportation ("VDOT") and Prince William County (the "County.

3. Woodbridge Senior Center.

   A. In the event the County constructs a new parking lot at the rear of the Woodbridge Senior Center located on GPIN 8392-52-2520, prior to the redevelopment of the Property, the Applicant shall grant to the County, within 30 days of the County's request, a construction and public ingress/egress easement necessary for the County to construct a temporary travelway which will serve as a connection from the existing terminus of Church Hill Drive to said parking lot, subject to Proffer 3.B. below. Said temporary travelway shall be located in one of the two (2) locations shown on the GDP at the option of the Applicant. In addition, after redevelopment of the Property begins, the Applicant shall construct a permanent travelway connection to said parking lot prior to the issuance of a building permit for the 75th residential unit. Said permanent travelway may be relocated at the discretion of the Applicant to one of the approximate locations shown on the GDP and the Applicant shall grant a permanent public ingress/egress easement over said travelway to the new parking lot.

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B. Said easement for the temporary and/or permanent travelway shall be contingent upon the County granting to the Applicant, upon the Applicant's request, an additional ingress/egress easement (7 feet more or less) along the Woodbridge Senior Center's Church Hill Drive frontage, in order to allow the widening of Church Hill Drive, as identified on the Off-Site Transportation Plan.

C. In the event the proposed Woodbridge Senior Center rear parking has not been constructed prior to the Applicant initiating redevelopment of the Property, the Applicant shall construct the Woodbridge Senior Center rear parking lot, substantially as shown on the plans developed by Wiley Wilson dated November 3, 2006, prior to the issuance of a building permit for the 75th residential unit. In addition the Applicant shall construct, one of the two travelway connections to said parking lot from the existing terminus of Church Hill Drive across the Property along with granting an appropriate public ingress/egress easement as part of the parking lot project.

USES AND DEVELOPMENT

4. Uses: The Property shall be developed with no more than one hundred forty-eight (148) multi-family units. Notwithstanding anything to the contrary herein, by acceptance of these proffers, the Board agrees that, prior to the redevelopment of the Property in accordance with the remainder of these proffers, the Property may continue to be used as a religious institution or place of religious worship and ancillary uses (the "Religious Use"), including a medical clinic providing acute and chronic medical care to children and adults (the "Clinic"), subject to the following conditions:

A. The sanctuary on the Property shall contain no more than two hundred fifty (250) seats.

B. The Clinic shall be permitted to operate on the Property only if the Property is being used for the Religious Use.

C. The Religious Use, including the Clinic, shall be conducted in substantial conformance with the "Existing Conditions Plan and Zoning Plat" of the MZP.

D. The Clinic shall be further limited to the following:

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(1) Hours of operation: Mondays, Wednesdays and Thursdays, 7:30 a.m. to 4:30 p.m.; Tuesdays, 2:00 p.m. to 9:00 p.m. In no event shall the Clinic receive patients during weekly services of the Religious Use.

(2) Maximum floor area: 5,524 square feet.

(3) Maximum number of on-site employees: 14.

5. Development of the Property shall be in substantial conformance with the GDP, however, the on site road alignment, building(s), parking, stormwater management improvements and off site road improvements may undergo minor alterations in accordance with final engineering considerations at the time of site plan review.

PARKS AND RECREATION

6. Prior to, and as a condition of issuance of each building permit, the Applicant shall make a monetary contribution to the Prince William Board of County Supervisors in the amount of $2,679.00 per multi-family unit to be used for parks and recreation services. Payment shall be subject to the credit described in Proffer 25.B.i.and ii. herein.

7. The final site plan shall include, and the Applicant shall construct a tot lot amenity as identified on the GDP.

8. Trail.

A. Prior to the issuance of a building permit for the 75th residential unit, the Applicant will construct an 8 foot wide, hard surface (or such surface determined by the Prince William County Park Authority ["Park Authority"]) trail connecting the rear Woodbridge Senior Center parking lot to the Park Authority property (Hylbrook Park Baseball Field). If feasible, said trail shall include a pedestrian foot bridge which crosses the unnamed tributary that flows between the Park Authority and Woodbridge Senior Center properties.

B. In the event a pedestrian foot bridge crossing is not feasible, the Applicant shall design and construct the entire trail, from the rear of the Woodbridge Senior Center parking lot to the Hylbrook baseball fields.

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C. In the event the trail includes the pedestrian foot bridge crossing, the Applicant shall design and construct a trail that provides access to the bridge from the rear Woodbridge Senior Center parking lot in addition to constructing the pedestrian foot bridge crossing. The Applicant will not be responsible for constructing additional trail, beyond the bridge, which may be located on the Hylbrook Park side of the bridge. The Applicant's costs for the construction of said trail and pedestrian foot bridge shall not exceed $45,000.00 subject to the escalator clause set forth in Proffer 25.A.

D. The exact location of the trail and preferred pedestrian foot bridge crossing shall be determined at final site plan in consultation with the Park Authority.

E. Construction of said trail and optional pedestrian foot bridge shall be contingent upon the Park Authority granting to the Applicant, upon the Applicant's request, additional ingress/egress easement (7 feet more or less) along the Park Authority's Church Hill Drive frontage in order to allow the widening of Church Hill Drive as identified on the Off-Site Improvement Plan. In addition, the Park Authority shall grant the right-of-way for a right turn taper or right turn lane on the Prince William Parkway as required by VDOT and the County for the site plan to be approved. Said ingress/egress easement and right-of-way are necessary for upgrading Church Hill Drive and creating safe access from Prince William Parkway. In addition, the Applicant shall compensate the Park Authority for additional paving, based upon cost figures provided by the Park Authority, to provide a similar number of parking spaces within the existing Park Authority parking area near Prince William Parkway, in the event the proposed road improvements alters said parking lot.

ENVIRONMENTAL

9. Prior to, and as a condition of final site plan approval, the Applicant shall make a monetary contribution to the Prince William Board of County Supervisors in the amount of $75.00 per acre for water quality monitoring and/or stream restoration.

10. Notwithstanding the location of the stormwater management facility (SWM) shown on the GDP, the Applicant shall not be precluded from providing for SWM and BMP's in an

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off-site or partially off-site facility in accordance with Section 32.250.73 of the Zoning Ordinance and Design and Construction Standards Manual ("DCSM") requirements. In the event the SWM facility is located off-site or partially off-site, the area designated on the GDP as "SWM Facility" will remain as open space to be owned and maintained by the homeowners association.

COMMUNITY DESIGN

11. The site landscaping and landscape buffers shall be provided by the Applicant substantially as shown on the GDP, and in accordance with the DCSM, using drought tolerant, indigenous species, or other species as may be determined at the time of final site plan approval, where supplemental planting area is required. Said landscaping and landscape buffers shall be shown on the final site plan and shall be subject to final engineering considerations at the time of site plan review and subject to minimal, necessary utility crossings and fencing.

12. Should the final design of the stormwater management facility require fencing of the facility, the Applicant shall install a black vinyl coated chain link to be screened with landscaping such that it does not detract from the community open space around it.

13. Any permanent sign for the project will be a monument style sign and the materials shall be compatible with that used for the buildings constructed on the site. The Applicant will be responsible for obtaining all necessary permits for the sign and for compliance with all sign requirements of the Zoning Ordinance.

14. Development of the Property shall be substantially in accordance with the building elevations attached hereto as Exhibit A, "Streetscape Elevation," dated October 5, 2005, "Side Elevation," dated December 7, 2005 and "Rear Elevation," dated December 7, 2005, all prepared by Lessard Group Inc. Each elevation shall include a minimum of two of the following materials: brick, stone, masonry, vinyl, hardiplank (or like material) and wood. Changes to such materials are to be submitted for approval to the Planning Director prior to the issuance of the building permit release letter. Such approval shall be based on a determination that the changes result in buildings that are of equal or better quality than those noted on Exhibit A. Architectural construction plan drawings shall be

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submitted to the Planning Director for review and approval at least 2 weeks prior to a request for the building permit release letter.

LIBRARIES

15. Prior to, and as a condition of issuance of each building permit, the Applicant shall make a monetary contribution to the Prince William Board of County Supervisors in the amount of $381.00 per multi-family unit constructed on the Property to be used for library services and facilities.

HOUSING

16. Prior to and as a condition of issuance of each building permit, the Applicant shall make a monetary contribution to Prince William County's Housing Development Trust Fund equal to $250.00 per multi-family unit.

FIRE & RESCUE

17. Prior to, and as a condition of issuance of each building permit, the Applicant shall make a monetary contribution to the Prince William Board of County Supervisors in the amount of $510.00 per multi-family unit constructed on the Property to be used for fire and rescue purposes.

18. The multi-family residential units shall be provided with an automatic fire suppression system which shall be noted on mechanical plans and approved through the building permit process. The automatic fire suppression system for the multi-family units shall, subject to approval at final site plan, consist of a modified 13R sprinkler, including areas otherwise exempt from sprinkler requirements, plus a dry attic system that is connected to the required fire department connection. A note to this effect shall be included on the final site plan.

SCHOOLS

19. Prior to, and as a condition of issuance of each building permit, the Applicant shall make a monetary contribution to the Prince William Board of County Supervisors in the

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amount of $2,342.00 per multi-family unit constructed on the Property to be used for school purposes.

WATER AND SEWER

20. The property shall be served by public sanitary sewer and water. The Applicant shall be responsible for those improvements required in order to provide such service for the demand generated by the development of the property, including cost, design and installation.

HOMEOWNERS ASSOCIATION

21. The Applicant shall create a homeowners' association ("HOA") which shall be responsible for the maintenance of any common open space, buffers, entrance feature sign, and playground amenity.

22. The Applicant shall incorporate into the HOA documents a provision which shall require plowing of snow on emergency vehicle access areas, in addition to all private streets and alleys, as identified on the GDP.

23. The Applicant shall incorporate into the HOA documents and budget, reserve funding budget items supported by a reserve study for the long term viability of all HOA maintained infrastructure. The HOA documents and budget shall be provided to each purchaser in the project.

24. Upon the redevelopment of the Property to the residential use, the HOA shall be solely responsible for the maintenance of Church Hill Drive, sidewalk, curb and gutter, etc. and the travelway to the proposed Woodbridge Senior Center rear parking lot.

MISCELLANEOUS

25. Monetary Contributions.

A. Escalator. In the event the monetary contributions set forth in the Proffer Statement are paid to the Prince William County Board of County Supervisors within 18 months of the approval of this rezoning, as applied for by the Applicant, said contributions shall be in the amounts as stated herein. Any monetary

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contributions set forth in the Proffer Statement which are paid to the Board after 18 months following the approval of this rezoning shall be adjusted in accordance with the Urban Consumer Price Index ("CPI-U") published by the United States Department of Labor, such that at the time contributions are paid, they shall be adjusted by the percentage change in the CPI-U from that date 18 months after the approval of this rezoning to the most recently available CPI-U to the date the contributions are paid, subject to a cap of 6% per year, non-compounded.

B. Credits.

i. Senior Center Parking Lot. If the new Woodbridge Senior Center rear parking lot, has not been built prior to the redevelopment of the Property, the Applicant shall construct said parking lot as set forth in Proffer 3.C. and shall receive a credit against the Applicant's transportation proffers in Proffer 1 for two-thirds of the cost of said parking lot and a credit against the Applicant's Parks and Recreation proffers set forth in Proffer 6 for one-third of the cost of said parking lot.

ii. Senior Center Parking Lot. If the new Woodbridge Senior Center parking lot has already been constructed prior to the redevelopment of the Property, then two-thirds of the cost of said parking lot shall be applied from the Applicant's Transportation proffers to repay said cost to Prince William County and one-third of the cost of said parking lot shall be applied from Applicant's Parks and Recreation proffers to repay said cost to Prince William County.

iii. Contribution Toward Maintenace of the Church Hill Drive. The Applicant shall also receive a credit against Applicant's Transportation proffers in the amount of $31,880.00 which represents the County's future share of the maintenance of Church Hill Drive for the use of Church Hill Drive and the travelway through the Applicant's project by patrons, guest, contractors, etc. of Hylbrook Park and the Woodbridge, Senior Center. The amount of said credit shall be provided to the Applicant's homeowners association as a contribution toward a fund for the long term maintenance of Church Hill Drive and the travelway to the new Woodbridge Senior Center parking lot including, plowing, sanding, repair and repaving of Church Hill Drive. The Applicant shall provide the

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County with confirmation of this payment to the homeowners association prior to the issuance of the first occupancy permit in the project.

WAIVERS AND MODIFICATIONS

26. The following waivers and modifications to the requirements of the Zoning Ordinance or the DCSM shall be deemed granted and approved as provided by Section 32-700.25 of the Zoning Ordinance:

A. Waiver of Section 32-306.01 (1) of the Zoning Ordinance to allow PMR zoning for ±9.99 acres.

B. Waiver of Section 32.306.10 (1) of the Zoning Ordinance to allow for only one (1) unit type.

C. Waiver of Section 32-306.12 (6.G.3) of the Zoning Ordinance to allow for a maximum building height of fifty-five (55) feet.

D. Waiver of Section 32-306.12 (6.G.4A) of the Zoning Ordinance to allow for a minimum front yard setback of twenty-four (24) feet from the streets or traveled portions of the access easement.

E. Modification of the buffer requirements set forth in Section 32-250.31 of the Zoning Ordinance and Section 802.11 of the DCSM to modify the buffers required between uses to permit buffers in accordance with buffers as shown on the GDP, specifically as follows:

i. To provide an alternative configuration of the required 50 foot buffer along the eastern property line as identified on the GDP. Said buffer configuration will consist of a combined 50 foot buffer with a Stormwater Management facility (SWM). A 30 foot buffer is proposed along the eastern property line on the east side of the SWM facility and a 20 buffer on the west side of the SWM facility. Said buffer areas shall be outside of the SWM easement area. In addition, the area between the multi-family units and the 20 foot buffer shall be planted at a Type C buffer standard with the exception of areas that require utility easements or retaining walls.

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ii. To provide, as an option, an alternative configuration of the required 30 foot buffer along a portion of the northern property line that abuts GPIN 8392-52-2520 (Woodbridge Senior Center) as identified on the GDP. Said buffer configuration will be a combined 30 foot buffer consisting of a 22 foot travelway serving the proposed Woodbridge Senior Center parking lot located in between a 20 foot buffer along the north side of said travelway and a 10 foot buffer located on the south side of said travelway. The Applicant shall construct a solid wood fence on the property line on a portion of the property line noted above and subject to County approval, the Applicant shall provide an additional 10 feet of buffer on the Woodbridge Senior Center's side of the solid wood fence and shall plant said 10 foot buffer to a typical buffer standard.

F. Waiver of Section 302.05 (C) of the DCSM to reduce the width of the fire and emergency access lane to twelve (12) feet as shown on the GDP. Mountable curbs shall be provided where such access will be provided to the internal travelways, and no parking shall be allowed at such mountable curb access points.

G. Waiver of Section 302.04 (B) of the DCSM to eliminate the required emergency access lane for fire fighting vehicles to access within 150 feet of all portions of the multi-family buildings. This request is being made due to the fact that the buildings will be constructed with an approved alternative means of protection and additional mitigation will be in place.

H. Waiver of Section 602.14 (D) and detail Number 650.06 of the DCSM to provide a sidewalk on only the west side of Church Hill Drive.

I. Waiver of Section 602.14 (A) and Detail number 650.06 of the DCSM to increase the allowable VPDs (vehicles per day) on a privately-maintained travelway from 1,000 to 1,230 VPDs for Church Hill Drive.

[SIGNATURE ON FOLLOWING PAGE]

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Frances Burnazynski
Signed
11/2/2012
Date
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SIGNATURE PAGE

Applicant/Owner:

THE PROTESTANT EPISCOPAL CHURCH IN THE DIOCESE OF VIRGINIA

By: William G Homiller
Name: William G. Homiller
Title: Attorney-in-fact

APPROVED
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Thomas Burnazynski
Signed
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EXHIBIT A

ELEVATIONS

[No change requested to the exhibit for REZ PLN2006-00436]

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APPROVED
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Signed
10/9/07
Date
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LESSARD GROUP INC.
8521 LEESBURG PIKE, SUITE 700 | VIENNA, VA 22182
P: 703.760.9344 | F: 703.760.9336 | WWW.LESSARDGROUP.COM

STREETSCAPE ELEVATION

[redacted]2 OVER 2 CONDOMINIUMS

APPROVED

PROFFER/DEVELOPMENT PLAN

Francis Bernsgroler

Signed

10/2/2012

Date

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APPROVED

PROFFER/DEVELOPMENT PLAN

Patricia Thomas

Signed

10/9/07

Date

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P: 703.760.9344 | F: 703.760.9328 | WWW.LESSARDGROUP.COM

SIDE ELEVATION

DECEMBER 7, 2006

[redacted] 2 OVER 2 CONDOMINIUMS

EQN.006A.00G

3/16" = 1'-0"

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Francis Burnyeat
Signed
10/2/2012
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APPROVED
PROFFER/DEVELOPMENT PLAN
Patricia Thomas
Signed
10/9/07
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LESSARD GROUP INC.
8521 LEESBURG PIKE, SUITE 700 | VIENNA, VA 22182
P: 703.760.8541 | F: 703.760.0328 | WWW.LESSARDGROUP.COM

REAR ELEVATION

DECEMBER 7, 2006

[redacted] 2 OVER 2 CONDOMINIUMS

[redacted]

3/16" = 1'-0"

PLOTTED: 2007/06/29 13:04:02 WOODBRIDGE, VA

T:\PROJ\41880\cadd\GPD\Revised 6-25-07\COVER.dwg (LAYOUT1) 2007/06/26 17:13:41 Campbell, Adam

GENERAL NOTES:

1. THE GEOGRAPHIC PARCEL IDENTIFICATION NUMBER (GPIN) FOR THE PROPERTY SHOWN: GPINS 8362-51-6883
2. TOTAL AREA OF REZONING = 9.98838 ACRES
3. BOUNDARY INFORMATION TAKEN FROM BOUNDARY SURVEY BY BURGESS & NIPLE, INC., DATED OCT. 20, 2006.
4. TOPOGRAPHY INFORMATION TAKEN FROM AERIAL PHOTOGRAPH BY McKENZIE SNYDER, DATED MARCH 18, 2005. CONTOUR INTERVAL = 5 FEET.
5. OWNER OF RECORD AND SITE ADDRESS:
   TRUSTEES ST. MARGARET'S CHURCH
   13900 CHURCH HILL DRIVE
   WOODBRIDGE, VA 22191-2131
6. THE SUBJECT PROPERTY DOES NOT CONTAIN AN AREA OF 100-YEAR FLOODPLAIN PER FEMA FLOOD INSURANCE RATE MAP, NUMBER 5115SC0218D, DATED JANUARY 6, 1995. HOWEVER, THE PROPERTY ACCESS DOES CROSS A SECTION OF ZONE AE, 100-YEAR FLOODPLAIN WITH BASE FLOOD ELEVATIONS DETERMINED.
7. THE SITE IS LOCATED ON CHESAPEAKE OVERLAY DISTRICT SHEET 10 OF 15. THERE IS NO RPA LOCATED ON THE SITE, BUT THE SITE IS WITHIN AN IDA.
8. THERE ARE NO KNOWN CEMETERIES OR HISTORIC SITES ON THIS PROPERTY.

MASTER ZONING PLAN

ST. MARGARET'S CHURCH

PRINCE WILLIAM COUNTY REZ# PLN2006-00439

WOODBRIDGE MAGISTERIAL DISTRICT
PRINCE WILLIAM COUNTY, VIRGINIA

SITE TABULATION:

TOTAL AREA OF REZONING:	9.98838 ACRES
EXISTING ZONING:	A-1
PROPOSED ZONING:	PMR HIGH
PROPOSED USE:	MULTIFAMILY (2 OVER 2 STACKED CONDOMINIUMS)
ALLOWABLE DENSITY:	15 D.U. PER ACRE (PMR HIGH)
PROPOSED YIELD:	148 UNITS
PROPOSED DENSITY:	14.8 D.U. PER ACRE
OPEN SPACE (REQUIRED):	3.00 ACRES (30%)
OPEN SPACE (PROVIDED):	4.12 ACRES (41% MINIMUM)
PARKING (REQUIRED):	326 SPACES (2.2 SPACES PER UNIT)
PARKING (PROVIDED):	374 SPACES

DEVELOPMENT NOTES:

1. PROPOSED ZONING: PMR HIGH (PLANNED MIXED RESIDENTIAL)
2. PROPOSED USE: MULTI-FAMILY (2 OVER 2 STACKED CONDOMINIUMS)
3. THE SITE IS TO BE SERVED BY PUBLIC WATER AND SEWER.

DEVELOPMENT STANDARDS:

PMR HIGH- MULTIFAMILY BUILDINGS:	STANDARD	MODIFIED PER PROFFERS
MINIMUM LOT AREA:	1,450 S.F. (4 STORY)	N/A
MAXIMUM LOT COVERAGE:	.75	N/A
MAXIMUM BUILDING HEIGHT:	50 FEET	55 FEET
MINIMUM YARDS AND SETBACKS:		
FRONT YARD (FROM STREETS OR TRAVELED PORTION OF ACCESS EASEMENT)-	35 FEET	24 FEET
SIDE YARD-	20 FEET	N/A
REAR YARD-	25 FEET	N/A
PARKING LOT TO DWELLING-	12 FEET	N/A
MINIMUM REAR SETBACK FOR DECKS AND BALCONIES:	20 FEET	N/A
MAXIMUM DENSITY PER PMR HIGH:	15 D.U. PER ACRE	N/A



VICINITY MAP
SCALE: 1" = 2,000'

10/9/07
Date
OFFICE OF PLANNING

APPROVED
PROFFER/DEVELOPMENT PLAN
Patricia Thomas
Signed

REVISED SUBMISSION RECEIVED
JUN 29 2007
(57)

SHEET INDEX

1. COVER SHEET
2. EXISTING CONDITIONS PLAN AND ZONING PLAT
3. GENERALIZED DEVELOPMENT PLAN
4. OFFSITE TRANSPORTATION PLAN
5. SITE DETAILS

APPLICANT:

TRUSTEES ST. MARGARET'S CHURCH
13900 CHURCH HILL DRIVE
WOODBRIDGE, VA 22191-2131

NOVEMBER 29, 2005

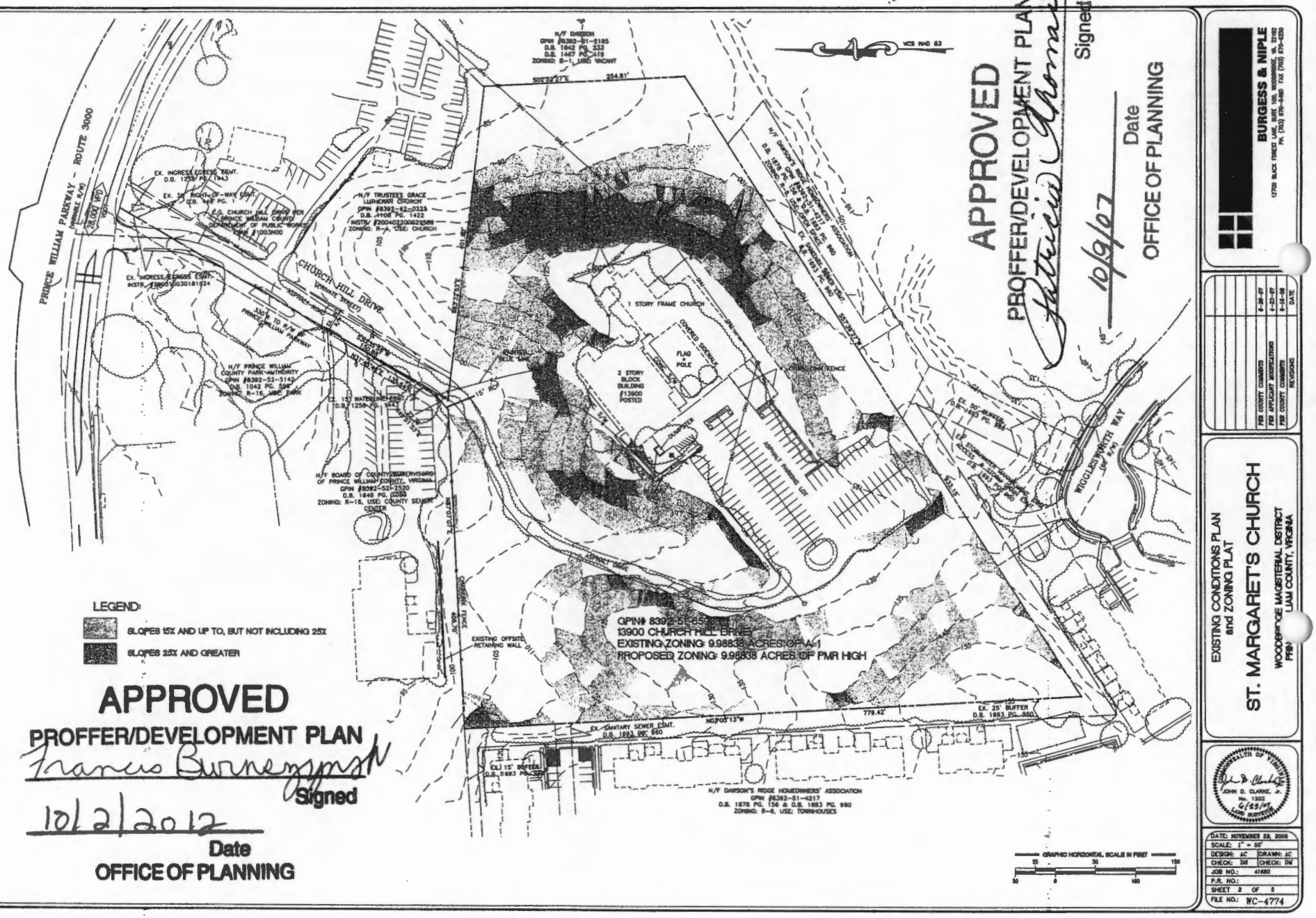
PREPARED BY:

BURGESS & NIPLE
ENGINEERS • SURVEYORS • PLANNERS • LANDSCAPE ARCHITECTS
12700 BLACK FOREST LANE, SUITE 300, WOODBRIDGE, VA. 22192-5307
PH. (703) 670-4400 FAX (703) 670-8230

COMMONWEALTH OF VIRGINIA
JOHN D. CLARKE, JR.
No. 1202
10/03/07
LAND SURVEYOR

REVISIONS	DATE
PER COUNTY COMMENTS	6-22-06
PER APPLICANT MODIFICATIONS	4-23-07
PER COUNTY COMMENTS	6-29-07

APPROVED
PROFFER/DEVELOPMENT PLAN
Francis Bromazynski
10/2/2012
Signed
Date
OFFICE OF PLANNING


APPROVED
PROFFER/DEVELOPMENT PLAN
Signed
Date
OFFICE OF PLANNING
PRINCE WILLIAM PARKWAY - ROUTE 3000
CHURCH HILL DRIVE
1 STORY FRAME CHURCH
2 STORY BLOCK BUILDING #13900 POSTED
COVERED SIDEWALK
FLAG & POLE
GAZEBO
ASPHALT PARKING LOT
WIGGLESWORTH WAY
N/F TRUSTEES GRACE LUTHERAN CHURCH
GPIN #8391-62-0225
D.B. 1106 PG. 1422
INSTR. #200402200025586
ZONING: R-A, USE: CHURCH
N/F PRINCE WILLIAM COUNTY PARK AUTHORITY
GPIN #8392-52-5142
D.B. 1042 PG. 586
ZONING: R-16, USE: PARK
N/F BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA
GPIN #8392-52-2520
D.B. 1648 PG. 1038
ZONING: R-16, USE: COUNTY SEWER CENTER
N/F DAWSON
GPIN #8392-51-2185
D.B. 1042 PG. 233
D.B. 1447 PG. 418
ZONING: R-1, USE: VACANT
N/F DAWSON'S RIDGE HOMEOWNERS' ASSOCIATION
GPIN #8392-51-4217
D.B. 1675 PG. 156 & D.B. 1683 PG. 980
ZONING: R-8, USE: TOWNHOUSES
EX. INGRESS/EGRESS EASMT. D.B. 1259 PG. 1943
EX. 30' RIGHT-OF-WAY EASMT. D.B. 419 PG. 1
EX. INGRESS/EGRESS EASMT. INSTR. #200010030181524
EX. 15' WATERLINE EASMT. D.B. 1259 PG. 1943
EX. SANITARY SEWER ESMT. D.B. 1693 PG. 980
EX. 25' BUFFER D.B. 1693 PG. 980
EX. 15' BUFFER D.B. 1693 PG. 980
EXISTING OFFSITE RETAINING WALL
GPIN# 8392-51-6538
13900 CHURCH HILL DRIVE
EXISTING ZONING: 9.98838 ACRES OF A-1
PROPOSED ZONING: 9.98838 ACRES OF PMR HIGH
LEGEND:
SLOPES 15% AND UP TO, BUT NOT INCLUDING 25%
SLOPES 25% AND GREATER
APPROVED
PROFFER/DEVELOPMENT PLAN
Signed
10/2/2012
Date
OFFICE OF PLANNING
GRAPHIC HORIZONTAL SCALE IN FEET
BURGESS & NIPLE
EXISTING CONDITIONS PLAN and ZONING PLAT
ST. MARGARET'S CHURCH
WOODBRIDGE MAGISTERIAL DISTRICT
PRINCE WILLIAM COUNTY, VIRGINIA
JOHN D. CLARKE, JR. No. 1302 6/29/07 LAND SURVEYOR
DATE: NOVEMBER 29, 2006
SCALE: 1" = 50'
DESIGN: AC
DRAWN: AC
CHECK: DM
CHECK: DM
JOB NO.: 41680
P.R. NO.:
SHEET 2 OF 5
FILE NO.: WC-4774

APPROVED

PROFFER/DEVELOPMENT PLAN

Signed

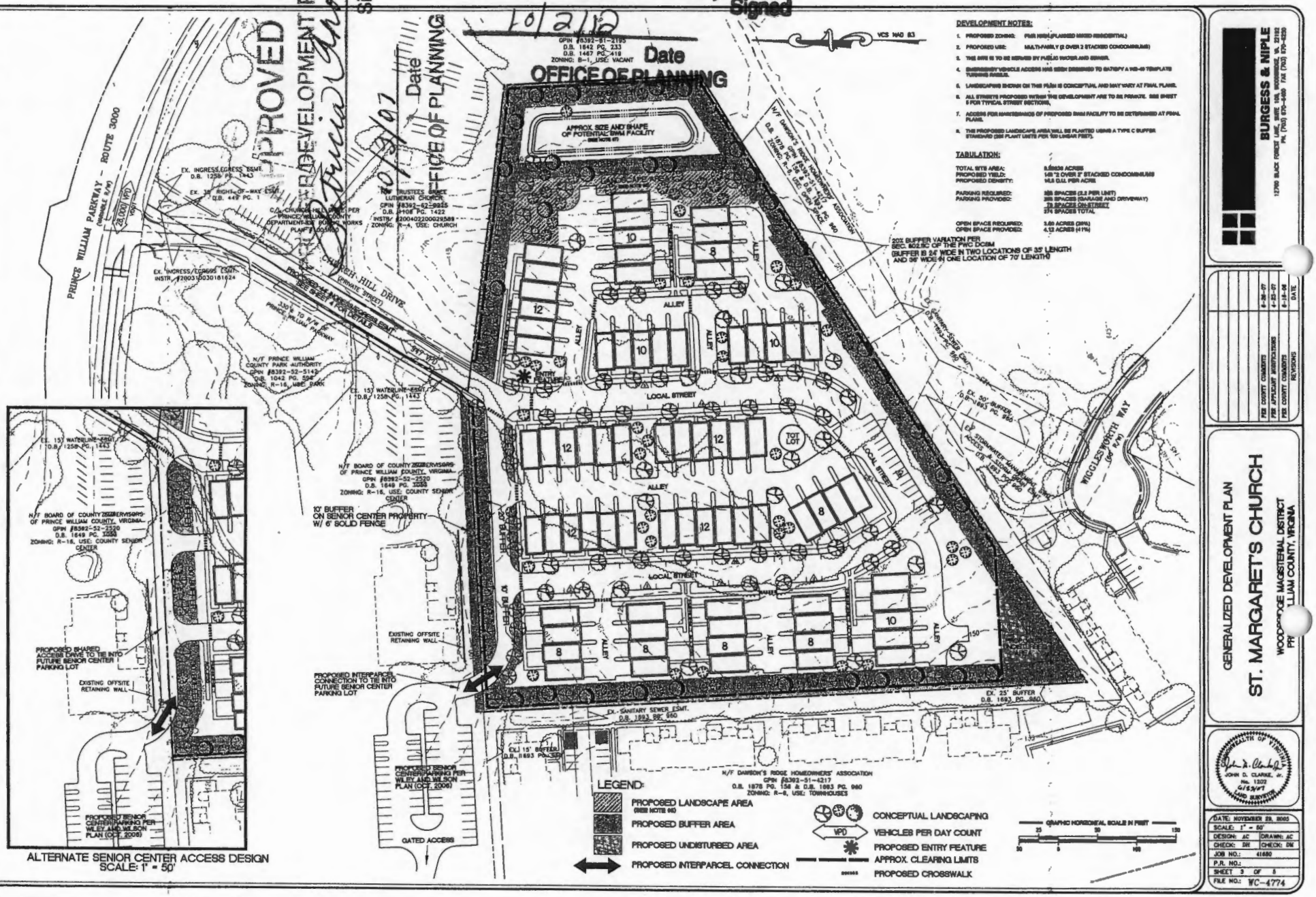
Signed

10/2/12

Date

OFFICE OF PLANNING

APPROVED PROFFER/DEVELOPMENT PLAN Signed 10/2/07 Date OFFICE OF PLANNING



ALTERNATE SENIOR CENTER ACCESS DESIGN
SCALE: 1" = 50'

DEVELOPMENT NOTES:

1. PROPOSED ZONING: PMR MXD (PLANNED MIXED RESIDENTIAL)
2. PROPOSED USE: MULTI-FAMILY (2 OVER 2 STACKED CONDOMINIUMS)
3. THIS SITE IS TO BE SERVED BY PUBLIC WATER AND SEWER.
4. EMERGENCY VEHICLE ACCESS HAS BEEN DESIGNED TO SATISFY A WB-40 TEMPLATE TURNING RADIUS.
5. LANDSCAPING SHOWN ON THIS PLAN IS CONCEPTUAL AND MAY VARY AT FINAL PLANS.
6. ALL STREETS PROPOSED WITHIN THE DEVELOPMENT ARE TO BE PRIVATE. SEE SHEET 5 FOR TYPICAL STREET SECTIONS.
7. ACCESS FOR MAINTENANCE OF PROPOSED BMP FACILITY TO BE DETERMINED AT FINAL PLANS.
8. THE PROPOSED LANDSCAPE AREA WILL BE PLANTED USING A TYPE C BUFFER STANDARD (200 PLANT UNITS PER 100 LINEAR FEET).

TABULATION:

TOTAL SITE AREA:	5.89639 ACRES
PROPOSED YIELD:	149 "2 OVER 2" STACKED CONDOMINIUMS
PROPOSED DENSITY:	14.8 D.U. PER ACRE
PARKING REQUIRED:	328 SPACES (2.2 PER UNIT)
PARKING PROVIDED:	298 SPACES (GARAGE AND DRIVEWAY) 76 SPACES ON-STREET 374 SPACES TOTAL
OPEN SPACE REQUIRED:	3.68 ACRES (35%)
OPEN SPACE PROVIDED:	4.13 ACRES (41%)

20% BUFFER VARIATION PER SEC. 602.02 OF THE PWC DCSM
BUFFER B 24' WIDE IN TWO LOCATIONS OF 35' LENGTH AND 36' WIDE IN ONE LOCATION OF 70' LENGTH

REVISIONS	DATE
PER COUNTY COMMENTS	6-18-08
PER APPLICANT RESPONSES	4-25-07
PER COUNTY COMMENTS	4-25-07

GENERALIZED DEVELOPMENT PLAN

ST. MARGARET'S CHURCH

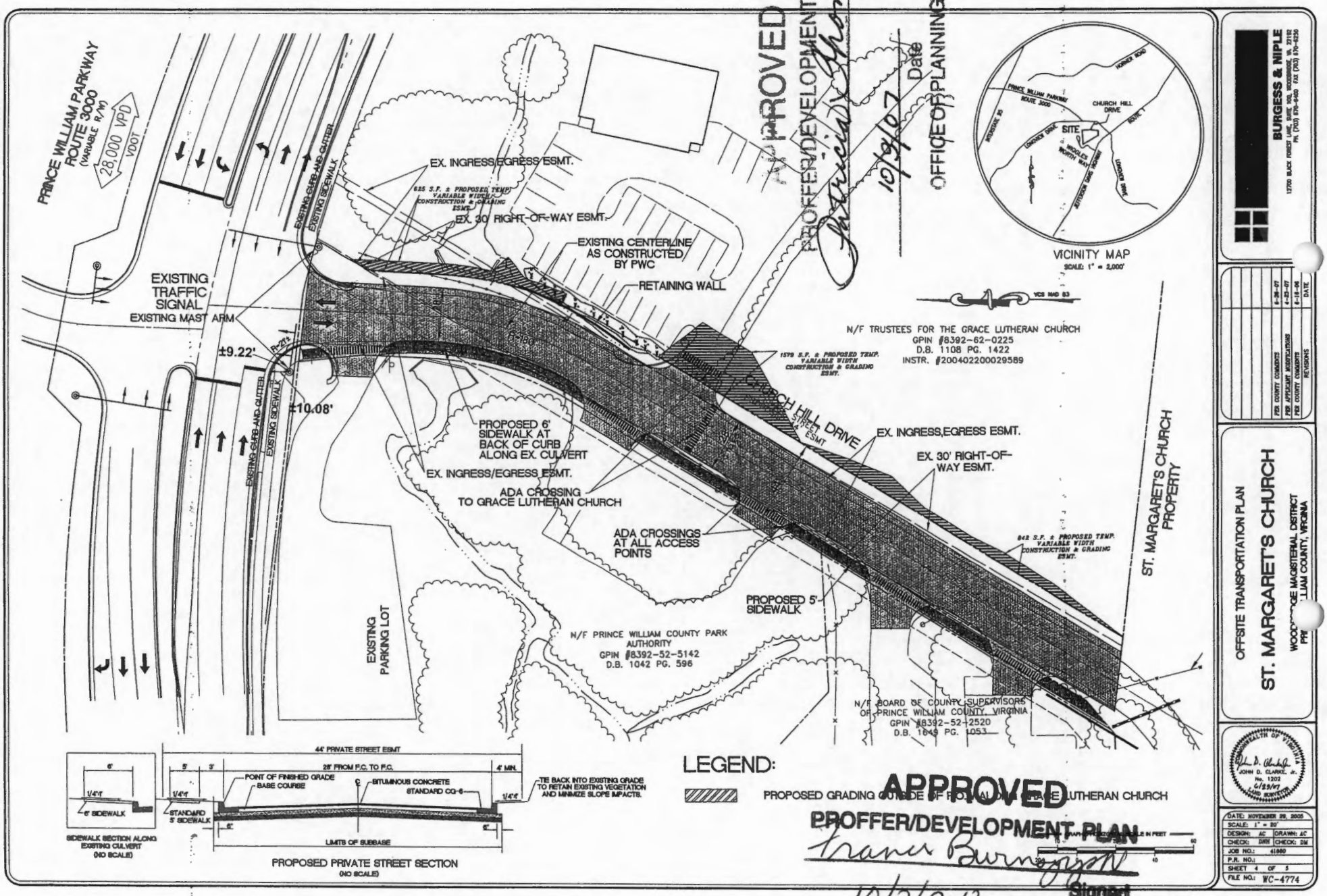
WOODBRIDGE MAGISTERIAL DISTRICT
PRINCE WILLIAM COUNTY, VIRGINIA

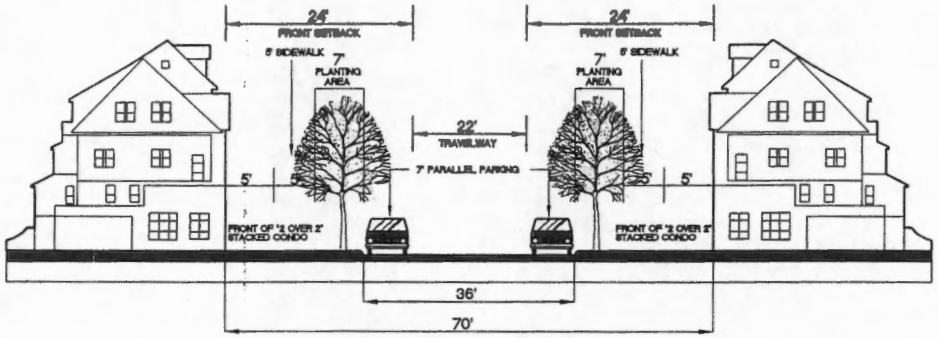
COMMONWEALTH OF VIRGINIA
JOHN D. CLARKE, JR.
No. 1202
6/15/07
LAND SURVEYOR

DATE:	NOVEMBER 29, 2005
SCALE:	1" = 50'
DESIGN:	AC
DRAWN:	AC
CHECK:	DN
CHECK:	DN
JOB NO.:	41680
P.R. NO.:	
SHEET	9 OF 9
FILE NO.:	WC-4774

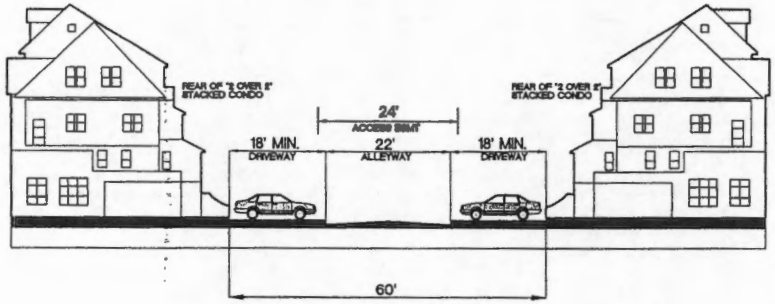
BURGESS & NIPLE
12700 BLACK FOREST LANE, SUITE 100, WOODBRIDGE, VA. 22192
PH. (703) 670-4800 FAX (703) 670-4339

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PROFFER/DEVELOPMENT PLAN
APPROVED
Signed
10/3/07
Date
OFFICE OF PLANNING
PRINCE WILLIAM PARKWAY
ROUTE 3000
(VARIABLE R/W)
28,000 VPD
VDOT
EX. INGRESS/EGRESS ESMT.
625 S.F. ± PROPOSED TEMP. VARIABLE WIDTH CONSTRUCTION & GRADING ESMT.
EX. 30' RIGHT-OF-WAY ESMT.
EXISTING CENTERLINE AS CONSTRUCTED BY PWC
RETAINING WALL
EXISTING TRAFFIC SIGNAL
EXISTING MAST ARM
±9.22'
±10.08'
EXISTING CURB AND GUTTER
EXISTING SIDEWALK
PROPOSED 6' SIDEWALK AT BACK OF CURB ALONG EX. CULVERT
EX. INGRESS/EGRESS ESMT.
ADA CROSSING TO GRACE LUTHERAN CHURCH
ADA CROSSINGS AT ALL ACCESS POINTS
EXISTING PARKING LOT
N/F PRINCE WILLIAM COUNTY PARK AUTHORITY
GPIN #8392-52-5142
D.B. 1042 PG. 596
N/F TRUSTEES FOR THE GRACE LUTHERAN CHURCH
GPIN #8392-62-0225
D.B. 1108 PG. 1422
INSTR. #200402200029589
1579 S.F. ± PROPOSED TEMP. VARIABLE WIDTH CONSTRUCTION & GRADING ESMT.
CHURCH HILL DRIVE
STREET ESMT
EX. INGRESS,EGRESS ESMT.
EX. 30' RIGHT-OF-WAY ESMT.
848 S.F. ± PROPOSED TEMP. VARIABLE WIDTH CONSTRUCTION & GRADING ESMT.
ST. MARGARET'S CHURCH PROPERTY
PROPOSED 5' SIDEWALK
N/F BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA
GPIN #8392-52-2520
D.B. 1849 PG. 1053
VICINITY MAP
SCALE: 1" = 2,000'
PRINCE WILLIAM PARKWAY ROUTE 3000
HORNER ROAD
CHURCH HILL DRIVE
ROUTE 1
SITE
LONGVIEW PARK
WOODLEY HILLS NORTH WAY
JEFFERSON DAVIS HIGHWAY
LONGVIEW DRIVE
VCS NAD 83
44' PRIVATE STREET ESMT
28' FROM F.C. TO F.C.
4' MIN.
POINT OF FINISHED GRADE
BASE COURSE
BITUMINOUS CONCRETE STANDARD CG-6
TIE BACK INTO EXISTING GRADE TO RETAIN EXISTING VEGETATION AND MINIMIZE SLOPE IMPACTS.
STANDARD 5' SIDEWALK
6' SIDEWALK
SIDEWALK SECTION ALONG EXISTING CULVERT
(NO SCALE)
LIMITS OF SUBBASE
PROPOSED PRIVATE STREET SECTION
(NO SCALE)
LEGEND:
PROPOSED GRADING OUTSIDE OF PROPOSED GRACE LUTHERAN CHURCH
APPROVED
PROFFER/DEVELOPMENT PLAN
Signed
10/2/2012
Date
OFFICE OF PLANNING
BURGESS & NIPLE
12700 BLACK FOREST LANE, SUITE 103, WOODBRIDGE, VA 22192
PH. (703) 670-8400 FAX (703) 670-8250
PER COUNTY COMMENTS 6-26-07
PER APPLICANT MODIFICATIONS 4-23-07
PER COUNTY COMMENTS 6-19-06
REVISIONS DATE
OFFSITE TRANSPORTATION PLAN
ST. MARGARET'S CHURCH
WOODBRIDGE MAGISTERIAL DISTRICT
PRINCE WILLIAM COUNTY, VIRGINIA
COMMONWEALTH OF VIRGINIA
JOHN D. CLARKE, Jr.
No. 1202
6/29/07
LAND SURVEYOR
DATE: NOVEMBER 29, 2005
SCALE: 1" = 50'
DESIGN: AC DRAWN: AC
CHECK: DMH CHECK: DM
JOB NO.: 41080
P.N. NO.:
SHEET 4 OF 5
FILE NO.: WC-4774
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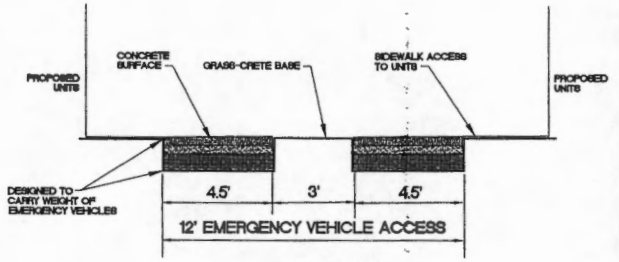
TYPICAL LOCAL STREET SECTION
FOR ALL PROJECT INTERNAL STREETS WITH NO GARAGE/DRIVEWAY ACCESS
(NO SCALE)



TYPICAL ALLEY SECTION
FOR ALL PROJECT INTERNAL STREETS WITH GARAGE/DRIVEWAY ACCESS
(NO SCALE)

APPROVED
PROFFER/DEVELOPMENT PLAN
Patricia Thomas
Signed
10/9/07
Date
OFFICE OF PLANNING

APPROVED
PROFFER/DEVELOPMENT PLAN
Francis Barrzynski
Signed
10/2/2012
Date
OFFICE OF PLANNING



TYPICAL SECTION
SHOWING EMERGENCY ACCESS
(NO SCALE)

BURGESS & NIPLE
12700 BLACK FOREST LANE, SUITE 100, WOODBRIDGE, VA. 22192
PH. (703) 670-6400 FAX (703) 670-6250

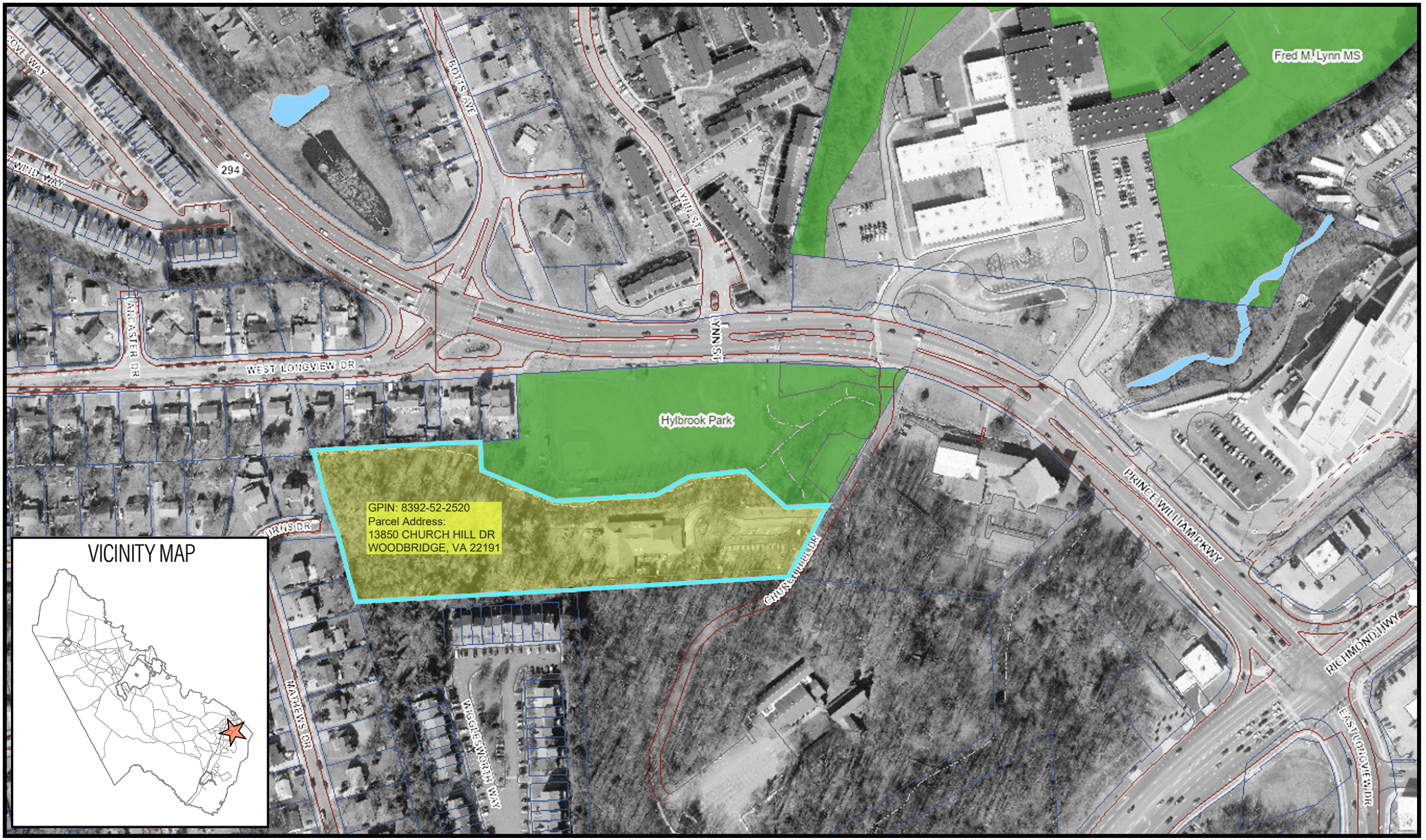
REVISIONS	DATE
PER COUNTY COMMENTS	6-26-07
PER APPLICANT MODIFICATIONS	4-23-07
PER COUNTY COMMENTS	6-15-06

SITE DETAILS
ST. MARGARET'S CHURCH
WOODBRIDGE MAGISTERIAL DISTRICT
PRINCE WILLIAM COUNTY, VIRGINIA

JOHN D. CLARKE, JR.
No. 1202
6/25/07
LAND SURVEYOR

DATE: NOVEMBER 29, 2005	
SCALE: AS NOTED ON PLAN	
DESIGN: AC	DRAWN: AC
CHECK: DNH	CHECK: DNH
PWC FN: 41680	
B&N FN:	
SHEET: 5 OF 5	
B&N FN: WC-4774	

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PRINCE WILLIAM
—Transportation & Capital Construction

APPROVE AND AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE PRINCE WILLIAM BOARD OF COUNTY SUPERVISORS, THE PROTESTANT EPISCOPAL CHURCH IN THE DIOCESE OF VIRGINIA, AND 13900 CHURCH HILL DRIVE LLC, REGARDING SATISFACTION OF A CERTAIN TRANSPORTATION PROFFERS

WOODBRIDGE MAGISTERIAL DISTRICT
SEPTEMBER 22, 2026

MOTION: **September 22, 2026**
Regular Meeting
SECOND: **Res. No. 26-**

RE: **Budget and Appropriate $7,436,018 in Regional Surface Transportation Program Federal Funding to the Route 234 Business (Battleview to Godwin) Improvements Project – Brentsville, Coles, and Gainesville Magisterial Districts**

ACTION:

WHEREAS, the Route 234 Business (Battleview to Godwin) Improvements Project (Project) consists of operational, safety, and accessibility improvements on Route 234 Business (Sudley Road) between Battleview Parkway and Godwin Drive to include lane re-configuration, signal re-phasing, increasing primary signal heads, turn lane improvements, access management, and pedestrian improvements; and

WHEREAS, in February 2023, the Virginia Department of Transportation (VDOT) issued the Strategically Targeted and Affordable Roadway Solutions (STARS) program final report for the Route 234 Business (Sudley Road) Intersection and Corridor Improvement Study (Study) from Battleview Parkway to Godwin Drive; and

WHEREAS, the Study, as part of the STARS program, evaluated operational and safety conditions and recommended the Project to improve throughput, reduce congestion, and increase safety along the corridor; and

WHEREAS, on July 2, 2024, via Resolution Number (Res. No.) 24-483, the Prince William County Board of County Supervisors (Board) authorized a County-State Agreement with VDOT to locally administer the Project and budgeted and appropriated $19,497,602 in reimbursable SMART SCALE funding for the Project as a result of the STARS final report; and

WHEREAS, the Board previously authorized the application to the SMART SCALE program on March 15, 2022, via Res. No. 22-125 and on July 12, 2022, via Res. No. 22-350; and

WHEREAS, due to increased consultant costs, additional impacted properties identified, and inflation associated with construction costs, Appendix A Revision 1 was received from VDOT that provides the Project with an additional $7,436,018 of Regional Surface Transportation Program (RSTP) federal funding; and

WHEREAS, the $7,436,018 in RSTP federal funding must be budgeted and appropriated before it can be used on the Project for design, right-of-way acquisition, utility relocation, and construction; and

WHEREAS, County Staff recommends approval of this resolution;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby budgets and appropriates $7,436,018 in Regional Surface Transportation Program federal funds for the Route 234 Business (Battleview to Godwin) Improvements Project in the Brentsville, Coles, and Gainesville Magisterial Districts;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby authorizes the Director of Transportation & Capital Construction, or their designee, to execute any such documents between the Virginia Department of Transportation and the County that are necessary and/or appropriate to carry out the intent of this resolution, on behalf of the Prince William Board of County Supervisors, as approved as to form by the County Attorney's Office.

ATTACHMENT: Appendix A Revision 1 for the Route 234 Business (Battleview to Godwin) Improvements Project, Project # 0234-076-337, UPC124346

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

For Information:
Transportation & Capital Construction Director

ATTEST: _____

Clerk to the Board

Appendix A - Locally Administered

Version: Revision 1 Prepared Date: 7/22/2026

Project Details

UPC: 124346 *State Project #:* 0234-076-337 *Locality UEI #:* RTSVSRZCEJK1

Locality: COUNTY OF PRINCE WILLIAM *Address:* 5 County Complex CT, Suite 290, Prince William, VA 22192-9201

Work Description: #SMART24 RT 234 BUSINESS (BATTLEVIEW TO GODWIN) IMPROVEMENTS
Project consists of operational, safety and accessibility improvements on Route 234 Business (Sudley Road) between Battleview Parkway and Godwin Drive to include lane re-configuration, signal re-phasing, increasing primary signal heads, turn lane improvements, access management and pedestrian improvements.

Project Location (Zip +4) 20109-3401

Project Points of Contact

Locality Project Manager	
Name:	Gladis Arboleda
Phone:	703-792-5276
Email:	garboleda@pwcgov.org

VDOT Project Coordinator	
Name:	Kyana Jennings
Phone:	703-259-2917
Email:	Kyana.Jennings@vdot.virginia.gov

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total
Estimated Locality Project Expenses	$1,952,272	$6,370,381	$18,293,866	$26,616,519
Estimated VDOT Project Oversight	$340,000	$60,000	$152,000	$552,000
Estimated VDOT Project Services (Appendix C)	$0	$0	$0	$0
Estimated Total Project Costs	$2,292,272	$6,430,381	$18,445,866	$27,168,519

Project Financing

Allocated Funds Type	Allocated Funds Amount	Local % Participation	Local Share Total	Max Reimbursement to Locality	Total Estimated Reimbursement to Locality
Smart Scale (ALN# 20.279)	$20,049,602		$0	$20,049,602	
RSTP (ALN# 20.287)	$7,436,018		$0	$7,436,018	
			$0	$0	
Funding Totals	$27,485,620		$0	$27,485,620	$26,933,620

Note - The funds order is not indicative of the actual spend order of funds on the project.

This Appendix A supersedes all previous versions signed by VDOT and the LOCALITY for the Project.

Authorized Locality Official — Date

Ricardo Canizales
Printed Name of Locality Official

Title of Locality Official

Authorized VDOT Official — Date

Ray Burkhardt
Printed Name of VDOT Official

Preliminary Engineering Manager
Title of VDOT Official

This attachment is certified and made an official attachment to this document by the Parties to this Agreement.

PRINCE WILLIAM COUNTY

Office of the County Executive
Christopher J. Shorter

STAFF REPORT

Board of County Supervisors
Deshundra L. Jefferson, Chair
Victor S. Angry, Vice Chair
Andrea O. Bailey
Kenny A. Boddye
Tom Gordy
Jeannie M. LaCroix
George T. Stewart
Yesli Vega

Board Meeting Date:	September 22, 2026
Agenda Title:	Budget and Appropriate $7,436,018 in Regional Surface Transportation Program Federal Funding to the Route 234 Business (Battleview to Godwin) Improvements Project
District Impact:	Brentsville, Coles, and Gainesville Magisterial Districts
Requested Action:	Budget and appropriate the funding.
Department / Agency Lead:	Department of Transportation and Capital Construction
Staff Lead:	Ricardo Canizales, Director

EXECUTIVE SUMMARY

The Route 234 Business (Battleview to Godwin) Improvements Project (Project) consists of operational, safety, and accessibility improvements on Route 234 Business (Sudley Road) between Battleview Parkway and Godwin Drive to include lane re-configuration, signal re-phasing, increasing primary signal heads, turn lane improvements, access management, and pedestrian improvements.

The Virginia Department of Transportation (VDOT) received Appendix A Revision 1, which provides an additional $7,436,018 in Regional Surface Transportation Program (RSTP) federal funding to the Project.

It is the recommendation of County staff that the Prince William Board of County Supervisors (Board) budget and appropriate $7,436,018 in RSTP federal funding to the Project.

BACKGROUND

The Project consists of operational, safety, and accessibility improvements on Route 234 Business (Sudley Road) between Battleview Parkway and Godwin Drive. The Project creates a continuous sidewalk system along Route 234 business from Battleview Parkway to Godwin Drive, constructs additional pedestrian safety improvements, including median refuge islands, crosswalks, pedestrian signals, and the conversion of the free-flow exit lane from I-66 to a signalized turn to allow for pedestrian crossing. The Project improves capacity and operations at intersections by adding turn lanes, reconfiguring existing lanes, and re-phasing traffic signals. Installation of closed-circuit television systems at four intersections will monitor and inform congestion mitigation, incident management, and traffic planning efforts.

In February 2023, VDOT issued the Strategically Targeted Affordable Roadway Solutions (STARS) final report for the Route 234 Business (Sudley Road) Intersection and Corridor Improvement Study (Study) from Battleview Parkway to Godwin Drive. The Study, as part of the STARS program, evaluates operational and safety conditions and identifies potential measures to improve throughput, reduce congestion, and enhance safety along the corridor. The Project was developed based on this Study.

On July 2, 2024, via Resolution Number (Res. No.) 24-483, the Board authorized a County-State Agreement with VDOT allowing the County to administer the Project locally and budgeted and appropriated $19,497,602 in reimbursable SMART SCALE funding based on the STARS final report. Budgeting and appropriating these funds for the Project allowed the design phase to begin. The Board previously authorized the application to the SMART SCALE program on March 15, 2022, via Res. No. 22-125 and on July 12, 2022, via Res. No. 22-350.

Due to increased consultant costs, additional impacted properties identified, and inflation associated with construction costs, Appendix A Revision 1 was received from VDOT, which provides the Project with an additional $7,436,018 in RSTP federal funding. Budgeting and appropriating these funds will provide the Project with the additional funding needed for design, right-of-way acquisition, and construction, and thereby allow the Project to advance.

STAFF RECOMMENDATION

It is the recommendation of County staff that the Board budget and appropriate $7,436,018 in RSTP federal funding to the Project in the Brentsville, Coles, and Gainesville Magisterial Districts.

Service Level / Policy Impact

Budgeting and appropriating the funds support the Mobility key objectives in the Prince William County Strategic Plan:

- Mobility Objective 1 enhances connectivity through transit-oriented development and improved pedestrian and bicycle infrastructure.
- Mobility Objective 2 supports improving, expanding, and using the County's transportation network.
- Mobility Objective 5 further supports this by working with the community and stakeholders to identify and implement effective, safe, multi-modal solutions to improve access, safety, and connectivity.

Fiscal Impact

There is no impact on County funds. The RSTP funding does not require a local match. The current project budget is $19,758,832. The budget and appropriation of $7,436,018 will provide the necessary funding to continue the Project's design, right-of-way/utility relocation, and construction activities. The current SMART SCALE funding, along with the additional RSTP federal funding, fully funds the Project's current estimated budget.

Legal Impact

The Board has the legal authority to budget and appropriate the funds to the Project.

STAFF CONTACT INFORMATION

Mary Brooks | (703) 792-8639
mbrooks@pwcgov.org

ATTACHMENT

Vicinity Map — Route 234 Business (Battleview to Godwin) Improvements Project



PRINCE WILLIAM
—Transportation & Capital Construction

BUDGET AND APPROPRIATE $7,436,018 IN RSTP FEDERAL FUNDING ROUTE 234 (BATTLEFIELD TO GODWIN) IMPROVEMENTS PROJECT

BRENTSVILLE, COLES, GAINESVILLE
MAGISTERIAL DISTRICTS
SEPTEMBER 22, 2026

MOTION: **September 22, 2026**
Regular Meeting
SECOND: **Res. No. 26-**

RE: **Authorize the Execution of a Perpetual Maintenance Agreement between the Prince William Board of County Supervisors and the Virginia Department of Transportation for the North Woodbridge Pedestrian Bridge Project – Woodbridge Magisterial District**

ACTION:

WHEREAS, the North Woodbridge Pedestrian Bridge Project (Project) involves the design and construction of a grade-separated pedestrian bridge, Americans with Disabilities Act-compliant access ramps, sidewalks, shared-use path connections, and related improvements to enhance pedestrian safety and connectivity between the North Woodbridge area and the Woodbridge Virginia Railway Express Station; and

WHEREAS, the Project (Project# 0001-076-634, UPC 122979) is a County-administered project providing for the design and construction of a pedestrian bridge across a six-lane roadway section of U.S. Route 1 (Richmond Highway) between Occoquan Road/Dawson Beach Road and Gordon Boulevard; and

WHEREAS, if approved by the Prince William Board of County Supervisors (Board), the Virginia Department of Transportation (VDOT), and the County will enter into this perpetual maintenance agreement to allocate responsibilities for the operation and maintenance of the shared-use paths, sidewalk connections, switchback ramp structures, and Pedestrian Bridge, as further depicted in Exhibits A and B; and

WHEREAS, the County will be responsible for perpetual bridge maintenance through the Department of Facilities and Fleet Management (FFM); and

WHEREAS, annual maintenance costs for the pedestrian bridge total $32,000 and will be programmed to begin in Fiscal Year (FY) 2030 of the proposed FY 2028-2033 Capital Improvement Program and FY 2028-2032 Five-Year Plan; and

WHEREAS, County Staff recommends approval of this resolution;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby authorizes the Director of Transportation & Capital Construction, or their designee, to execute the attached perpetual maintenance agreement between the Prince William Board of County Supervisors and the Virginia Department of Transportation for the North Woodbridge Pedestrian Bridge Project in the Woodbridge Magisterial District;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby authorizes the Director of Transportation & Capital Construction, or their designee, to execute any other documents between the Virginia Department of Transportation and the County, on behalf of the Prince William Board of County Supervisors, that are necessary and/or appropriate to carry out the intent of this resolution and are approved as to form by the County Attorney's Office.

ATTACHMENTS: Maintenance Agreement and Exhibit B
Exhibit A N Woodbridge Pedestrian Bridge
LOS N Woodbridge Pedestrian Bridge Project NOVA VDOT 08.13.2026

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

For Information:
Transportation & Capital Construction Director

ATTEST: _____
Clerk to the Board

Agreement of Perpetual Maintenance
For
The North Woodbridge Pedestrian Bridge
Between
The County of Prince William
And
The Virginia Department of Transportation

This Agreement of Perpetual Maintenance ("Agreement") is made, as of the date of the final execution below, by and between the Virginia Department of Transportation (hereinafter "VDOT") and the County of Prince William, Virginia, through its Board of County Supervisors, (hereinafter the "County") (each a "Party" and collectively the "Parties").

WITNESSETH

WHEREAS, the North Woodbridge Pedestrian Bridge Project (Project# 0001-076-634, UPC 122979) is a County-administered project providing for the design and construction of a pedestrian bridge across a six-lane roadway section of US Route 1 (Richmond Highway) between Occoquan Road/Dawson Beach Road and Gordon Boulevard (the "Pedestrian Bridge"); and

WHEREAS, the project also includes Americans with Disabilities Act compliant shared-use path, sidewalk connections, and switchback ramp structures to and from the Pedestrian Bridge to accommodate pedestrian access between the planned North Woodbridge Town Center, the Virginia Railway Express (VRE) Woodbridge Station, and existing pedestrian facilities throughout the Route 1/ Occoquan Road/ Dawson Beach Road intersection; and

WHEREAS, VDOT and the County enter into this Agreement to allocate responsibilities for the operation and maintenance of the shared-use paths, sidewalk connections, switchback ramp structures, and Pedestrian Bridge, as further depicted in Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. The County shall:

A. Maintain, at its sole cost and expense, the pedestrian elements as indicated in Exhibit B, and to restore, if necessary, the area affected by any such maintenance;

B. Ensure that all work that the County is responsible for within the project limits conforms to the then-current version of the Virginia Work Area Protection Manual issued by VDOT and all other applicable specifications and standards designed to protect public safety;

C. Ensure that any modifications to the shared-use paths, sidewalk connections, switchback ramp structures, and/or the Pedestrian Bridge, are implemented in

consultation with VDOT and only after the County receives VDOT's written approval; and

D. Temporary and permanent attachments to the Pedestrian Bridge shall not be installed without approval from VDOT's Structure and Bridge Division.

II. VDOT shall:

A. Inspect and maintain, at its sole cost and expense, structural elements of the Pedestrian Bridge and switchback ramp structures leading up to the Pedestrian Bridge as indicated in Exhibit B;

B. Assume ownership of the Pedestrian Bridge and switchback ramp structures and accept them into VDOT's inventory of state structures and bridges; and

C. Perform inspections in accordance with the then-current state and federal requirements.

III. This Agreement may be modified only through a written instrument signed by both Parties.

IV. All recitals and exhibits attached hereto are incorporated and made a part of this Agreement.

V. Nothing in this Agreement shall be considered as a waiver of the sovereign immunity of either Party.

VI. The obligations of VDOT pursuant to this Agreement are subject to appropriation by the General Assembly and allocation by the Commonwealth Transportation Board.

VII. The obligations of the County pursuant to this Agreement are subject to appropriation by the Board of County Supervisors of Prince William County.

VIII. All obligations under this Agreement shall be performed in accordance with applicable federal, state, and local laws and regulations.

IX. This Agreement and the obligations of the County, and its successors and/or assigns, contained herein are expressly intended to run with the land.

X. The Parties expressly do not intend, by execution of this Agreement, to create in the public, or any member thereof, any rights as a third-party beneficiary, or to authorize anyone not a party hereto to maintain a suit for any damages pursuant to the terms or provisions of this Agreement. In addition, the Parties understand and agree that this Agreement is not to be construed as an indemnification against third-party claims.

XI. This Agreement shall be interpreted, construed, and governed by the laws of the Commonwealth of Virginia. The sole and exclusive venue for any legal action based on, arising out of, or related to this Agreement shall be in the circuit courts of the Commonwealth of Virginia.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives, as verified by their signatures below.

VIRGINIA DEPARTMENT OF TRANSPORTATION

By: _____
Stephen C. Brich, P.E.
Commissioner of Highways

Date: _____

COUNTY OF PRINCE WILLIAM

By: _____
[*Name *]
[*Title*]
Date:_____
Pursuant to Board of County Supervisors'
Resolution No. 26- , adopted on , 2026,
a copy of which is attached to, incorporated into, and made a part of this Agreement

Approved as to form by Prince William County Attorney's Office:

Printed Name:
Title:
Date:

EXHIBIT B

This exhibit describes the various elements of the Pedestrian Bridge, shared-use paths, and sidewalk connections for which the County and VDOT are responsible for operating, inspecting, and maintaining.

Item	Description/Details	VDOT	County
North Woodbridge Pedestrian Bridge over Route 1 and associated switchback ramp structures	NBIS safety inspection and maintenance of structural elements	Fully Responsible	Not Responsible
Superstructure elements of the Pedestrian Bridge	Recoating, repair, and/or replacement as determined by VDOT	Fully Responsible	Not Responsible
Switchback ramp structures leading up to the bridge and substructure elements	Recoating, repair, and/or replacement as determined by VDOT	Fully Responsible	Not Responsible
Pedestrian fence and handrail on the bridge and on the switchback ramp structures leading up to the bridge	Recoating, repair, and/or replacement as determined by VDOT	Fully Responsible	Not Responsible
Lighting for Pedestrian Bridge	Maintenance, utility bill, repair, and replacement	Not Responsible	Fully Responsible
Aesthetic treatments installed on the Pedestrian Bridge during construction or thereafter	Maintenance, repair, and replacement	Not Responsible	Fully Responsible

Item	Description/Details	VDOT	County
Routine upkeep of the Pedestrian Bridge and switchback ramp structures leading up to the Pedestrian Bridge*	• Graffiti removal; • Trash collection; • The removal and clearing out of makeshift dwellings and/or informal encampments and any debris generated by those within the perimeter of the structures; and • All other elements that may contribute to bridge damage, including, but not limited to; fires.	Not Responsible	Fully Responsible. All cleaning or graffiti removal products shall be on the VDOT approved list of materials.
Drainage system, including deck drains, drainage pipes, and pipe support	Cleaning, repair, and replacement	Fully Responsible	Not Responsible
Shared-use path	Maintenance, repair, and replacement	Fully Responsible	Not Responsible
Sidewalk	Maintenance, repair, and replacement	Fully Responsible	Not Responsible
Mowing grass adjacent to the shared-use path and sidewalk within VDOT right-of-way	Cutting and trimming	Fully Responsible	Not Responsible

* Snow removal is not being provided by either Party.

7/21/2026
9:48:06 AM

EXHIBIT A

LIMITED ACCESS HIGHWAY — By Resolution of Commonwealth Transportation Board dated April 18th, 2012

di229903.dgn
Plotted By: NAlvaradoRamirez

PROJECT MANAGER Gindi Arlington, PWC, Dept. of Transportation (703)792-5276
SURVEYED BY, DATE Rice Associates, Inc.
DESIGN BY Lorraine Barksdale, P.E. CFM, Johnson, Mirmiran, & Thompson (804) 323-9900
SUBSURFACE UTILITY BY, DATE Rice Associates, Inc.

Comcast	Dominion Energy	Verizon	Washington Gas	Prince William Water
4391 Dale Blvd.	3072 Centerville Road	400 C Southridge Parkway	6801 Industrial Rd.	4 County Complex Ct
Dale City, VA 22191	Herndon, VA 20171	Culpeper, VA 22701	Springfield, VA 22151	Woodbridge, VA 22192
Mark Stebrch	Cameron Mason	Joseph Zych	Mark Tolnal	Ed Kovalchuk
(571) 553-1415	(571) 255-0276	(540) 903-4188	(703)750-7575	(703) 335-7944
Mark_stebrch@comcast.com	Cameron.w.mason@dominionenergy.com	Jzych@tecllc.co	Mtolnal@washgas.com	Ekovalchuk@pwcsa.org

LORAINNE R. BARKSDALE — Lic. No. 047412 — PROFESSIONAL ENGINEER
STEPHEN P. CATHCART — Lic. No. 069551 — PROFESSIONAL ENGINEER

Johnson, Mirmiran, & Thompson, Herndon, Virginia — ROADWAY ENGINEER
Johnson, Mirmiran, & Thompson, Herndon, Virginia — HYDRAULICS ENGINEER

REVISED	STATE	STATE ROUTE	STATE PROJECT	SHEET NO.
	VA.	001	0001-076-634, C-501 RW-201	3

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

RIVERSIDE CROSSING PHASE I LLC
Inst.# 202307210037609
2.8065 AC.
GPIN# 8392-95-7766
001

COMMONWEALTH OF VIRGINIA
VIRGINIA DEPARTMENT OF TRANSPORTATION
Inst.# 201506010042420
0.156 AC.
GPIN# 8392-95-9960
002

NORTH WOODBRIDGE PEDESTRIAN BRIDGE

Richmond Hwy (North) (ROUTE 1)

Richmond Hwy (South) (ROUTE 1)

VRE Woodbridge Kiss & Ride Lot

Occoquan Rd.

Dawson Beach Rd.

PRINCE WILLIAM COUNTY
DEPARTMENT OF TRANSPORTATION

North Woodbridge Pedestrian Bridge

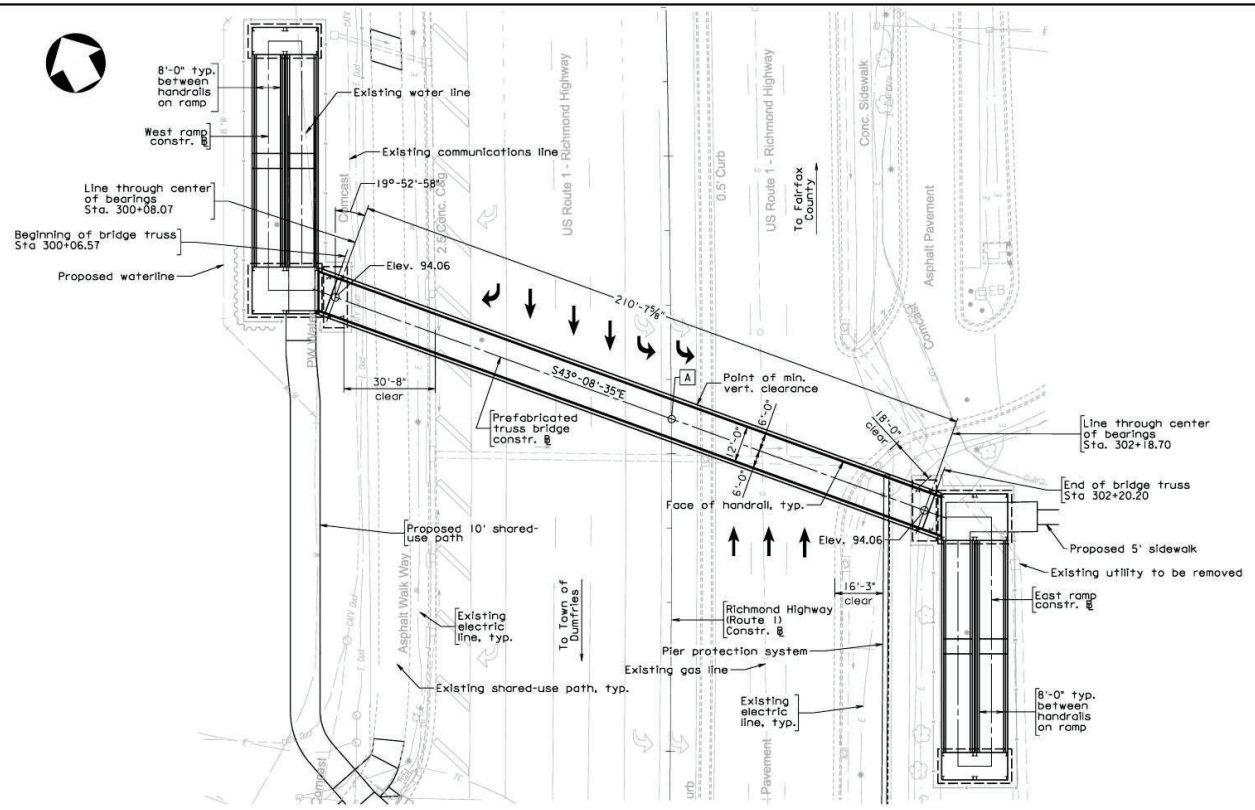
REFERENCES (PROFILES, DETAIL & DRAINAGE DESCRIPTION SHEETS, ETC.)

TYPICAL SECTIONS	2A
DD & SSD	2B
CURB RAMP DETAILS	2J
PROFILES	3A-3B
ESC PLAN	3C
UTILITY PLAN	4(1-4.3)
LIGHTING PLAN	5(1-5.5)
S&PM PLAN	6(1-6.2)
CROSS SECTIONS	XS(1)-XS(3)

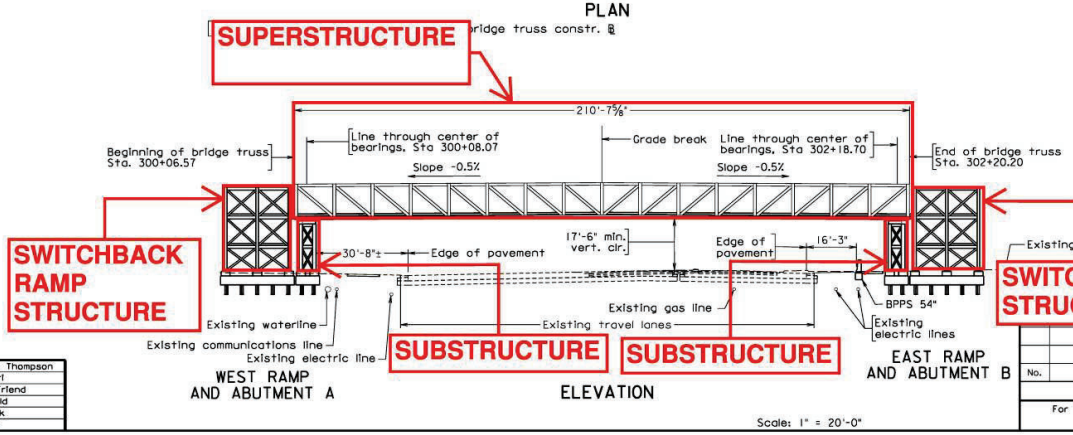
SCALE	PROJECT	SHEET NO.
0 25' 50'	0001-076-634	3

FINAL PLANS — THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION OR THE ACQUISITION OF RIGHT OF WAY.

ATTACHMENT / September 22, 2026 / Res. No. 26-7 / Page 7 of 14



PLAN



Scale: 1" = 20'-0"

STATE	FEDERAL AID ROUTE	FEDERAL AID PROJECT	STATE ROUTE	STATE PROJECT	SHEET NO.
VA.	—	—	0001	0001-076-634	1
Federal Structure No. 000000000032163			FHWA Construction and Scour Code:		X932-S_
Federal Stewardship and Oversight Code:		NFO		UPC No. 122979	

DESIGN EXCEPTION(S) AND DESIGN WAIVER(S):

Design waiver for the use of steel truss bridge, dated May 19, 2026.

GENERAL NOTES:

The original approved sheet, including original signatures, is filed in the VDOT Central Office. Any misuse of electronic files, including scanned signatures, is illegal. Violators will be prosecuted to the full extent of the applicable laws.

Width: 12'-0" face-to-face of handrails along bridge

Span layout: 210'-7⅝"+/- prefabricated steel truss span.

Capacity: 90 psf pedestrian loading.

Specifications:

Construction: Virginia Department of Transportation Road and Bridge Specifications, 2020 and SP407-000500 (Special Provision for Superstructure Erection Stability).

Design: AASHTO LRFD Bridge Design Specifications, 8th Edition, 2017; and VDOT Modifications.

LRFD Guide Specifications for the Design of Pedestrian Bridges, 2nd Edition, 2009, 2015 Interims; and VDOT Modifications.

Standards: Virginia Department of Transportation Road and Bridge Standards, 2016; including all current revisions.

These plans are incomplete unless accompanied by the Supplemental Specifications and Special Provisions included in the contract documents.

Design loading includes a 20 psf allowance for construction tolerances and construction methods.

All structural steel, except in bearings and sole plates, shall be ASTM A709 Grade 50W and shall be painted. Structural steel in bearings and sole plates shall be ASTM A709 Grade 36 and shall be painted.

The truss structure is a Nonredundant Tension Steel Member and the requirements of AASHTO/AWS Fracture Control Plan (FCP) for Nonredundant Members as noted in the AASHTO/AWS Bridge Welding Code shall apply.

Finish paint color shall be brown, Federal Standard Color No. 595-20059.

Concrete in footings shall be Class A3 in accordance with Section 217.12(a).

All reinforcing steel shall be deformed and shall conform to ASTM A615 Grade 60 except for steels noted as Corrosion Resistant Reinforcing (CRR) which shall conform to Section 223 of the Specifications. All reinforcing bar dimensions on the detailed drawings are to centers of bars except where otherwise noted and are subject to fabrication and construction tolerances.

These plans include the design of the foundations for the abutment support towers and ramp support frames. The components whose design is deferred to the Contractor include; the bridge and ramp trusses, abutment support towers and anchorage, ramp support frames and anchorage, bearing assemblies, joints and concrete decks and reinforcing. For prefabricated steel truss, support towers and frames general notes, see sheet 15.

VDOT

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PROPOSED PEDESTRIAN BRIDGE AT

ROUTE 1 AND NORTH WOODBRIDGE VRE STATION
PRINCE WILLIAM CO. - 0.9 MI. S. OF I-95
PROJ. 0001-076-634

Recommended for Approval: _____ District Project Development Engineer — Date

Approved: _____ District Administrator — Date

Date: July 17, 2026

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311-57

Sheet 1 of 31

SCOTT R. CANFIELD Lic. No. 046142 PROFESSIONAL ENGINEER

Scott Canfield

JOHNSON, MIRMIRAN & THOMPSON HERNDON, VA STRUCTURAL ENGINEER

PLANS BY:	Johnson, Mirmiran & Thompson
COORDINATED:	Edmund Okerchiri
SUPERVISED:	Christopher J. Friend
DESIGNED:	Scott R. Canfield
DRAWN:	Gregory A. Crank
CHECKED:	Qadir A. Quddus

No.	Description	Date
REVISIONS		
For Table of Revisions, see Sheet 2.		

North Woodbridge_01.dgn

Exhibit A

STATE	FEDERAL AID PROJECT	STATE ROUTE	STATE PROJECT	SHEET NO.
VA.	—	0001	0001-076-634	13

Notes:

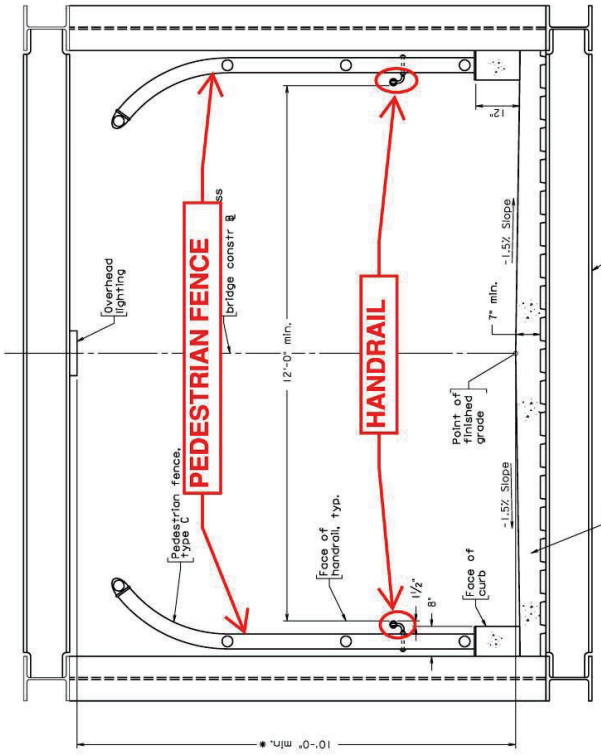
For steel truss and support frame general notes, see sheet 15.

Reinforcing steel in deck slab may be shifted or cut as approved by the Engineer to clear the drainage inlet assemblies.

For pedestrian fence details, see sheets 21 and 22.

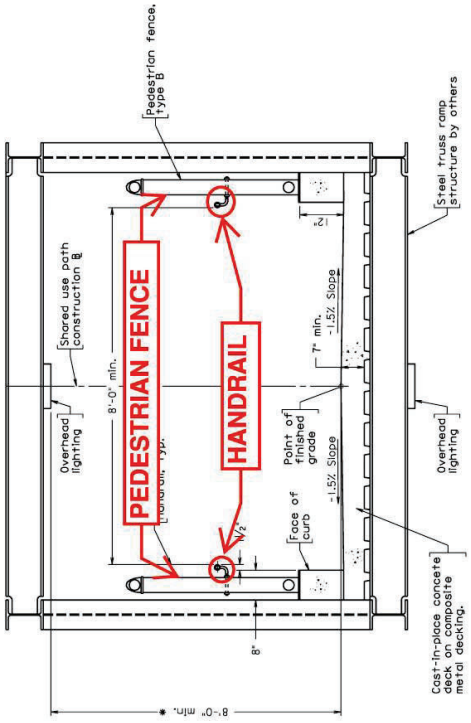
* Minimum height shown shall be from the top of deck or landing to the lowest elevation between the bottom of drain pipe, bottom of light housing or of the truss bottom chord.

For overhead lighting details and notes, see roadway plans.



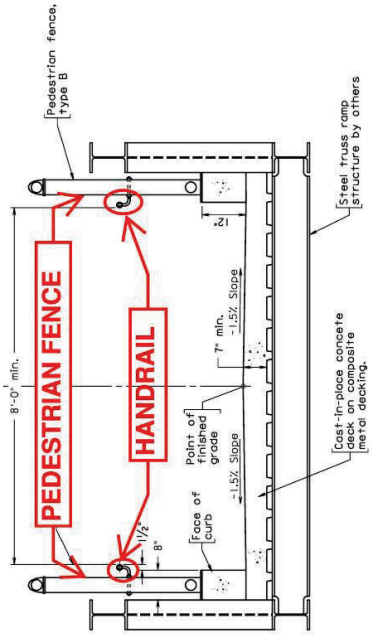
BRIDGE TRANSVERSE SECTION

BRIDGE TRANSVERSE SECTION



UPPER RAMP TRANSVERSE SECTION
Downpipes not shown for clarity.

UPPER SWITCHBACK RAMP TRANSVERSE SECTION



LOWER RAMP TRANSVERSE SECTION

LOWER SWITCHBACK RAMP TRANSVERSE SECTION

No.	Description	Date
	Revisions	

Designed: SRC
Drawn: CAC
Checked: MHM

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
STRUCTURE AND BRIDGE DIVISION

BRIDGE AND RAMP
TRANSVERSE SECTIONS

Date: July 2026
Plan No.: 311-57
Sheet No.: 13 of 31

Scale: ¾" = 1'-0"

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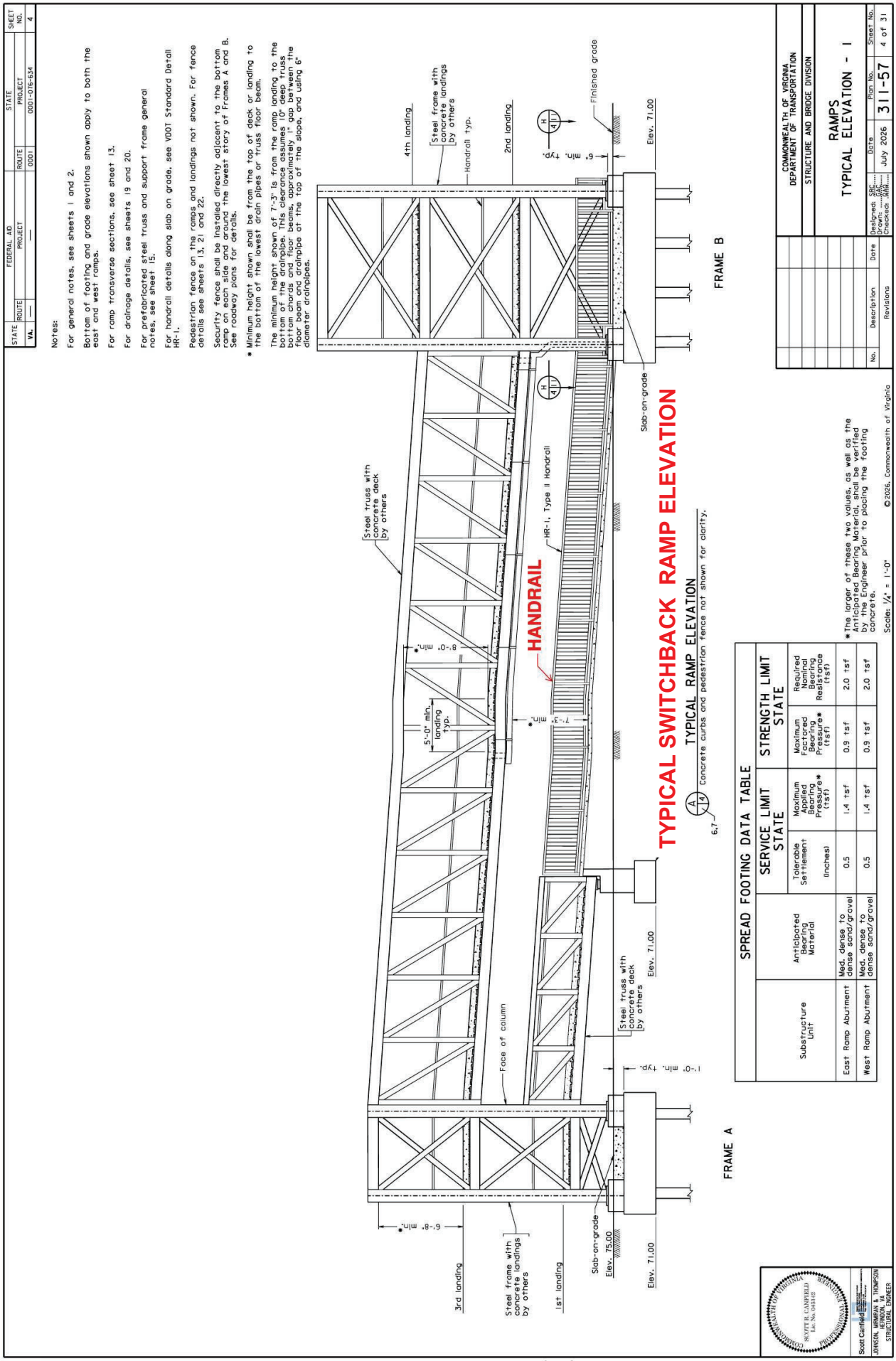
COMMONWEALTH OF VIRGINIA
SCOTT R. CANFIELD
LIC. NO. 044112
PROFESSIONAL ENGINEER

Scott Canfield

JOHNSON, MIRMIRAN & THOMPSON
REVISION NO. 14
STRUCTURAL ENGINEER

North Woodbridge-13.dgn

Exhibit A


STATE
VA.
ROUTE
—
FEDERAL AID
PROJECT
—
STATE
ROUTE
0001
PROJECT
0001-076-634
SHEET NO.
4
Notes:
For general notes, see sheets 1 and 2.
Bottom of footing and grade elevations shown apply to both the east and west ramps.
For ramp transverse sections, see sheet 13.
For drainage details, see sheets 19 and 20.
For prefabricated steel truss and support frame general notes, see sheet 15.
For handrail details along slab on grade, see VDOT Standard Detail HR-1.
Pedestrian fence on the ramps and landings not shown. For fence details see sheets 13, 21 and 22.
Security fence shall be installed directly adjacent to the bottom and on both sides of the lowest story of frames A and B. See roadway plans for details.
* Minimum height shown shall be from the top of deck or landing to the bottom of the lowest drain pipes or truss floor beam.
The minimum height shown of 7'-3" is from the ramp landing to the bottom of the drainpipe. This clearance assumes 10" deep truss bottom chords and floor beams, approximately 1" gap between the floor beam and drainpipe at the top of the slope, and using 6" diameter drainpipes.
TYPICAL SWITCHBACK RAMP ELEVATION
TYPICAL RAMP ELEVATION
A 14 Concrete curbs and pedestrian fence not shown for clarity.
6.7
HANDRAIL
HR-1, Type II Handrail
Steel truss with concrete deck by others
Steel frame with concrete landings by others
Handrail typ.
4th landing
2nd landing
3rd landing
1st landing
Finished grade
Slab-on-grade
Elev. 71.00
Elev. 75.00
Face of column
6'-0" min.*
7'-3" min.*
5'-0" min. landing typ.
1'-0" min. typ.
6'-8" min.*
6" min. typ.
H 41
FRAME A
FRAME B
SPREAD FOOTING DATA TABLE
Substructure Unit
Anticipated Bearing Material
SERVICE LIMIT STATE
Tolerable Settlement (inches)
Maximum Allowed Bearing Pressure* (tsf)
STRENGTH LIMIT STATE
Maximum Factored Bearing Pressure* (tsf)
Required Nominal Bearing Resistance (tsf)
East Ramp Abutment
Med. dense to dense sand/gravel
0.5
1.4 tsf
0.9 tsf
2.0 tsf
West Ramp Abutment
Med. dense to dense sand/gravel
0.5
1.4 tsf
0.9 tsf
2.0 tsf
* The larger of these two values, as well as the Anticipated Bearing Material, shall be verified by the Engineer prior to placing the footing concrete.
Scale: 1/4" = 1'-0"
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COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
STRUCTURE AND BRIDGE DIVISION
RAMPS
TYPICAL ELEVATION - 1
No. Description Date
Revisions
Designed: SRC
Drawn: GAC
Checked: MM
Date July 2026
Plan No. 311-57
Sheet No. 4 of 31
COMMONWEALTH OF VIRGINIA
SCOTT R. CAMPBELL
LIC. NO. 044182
PROFESSIONAL ENGINEER
Scott Campbell
JOHNSON, MIRMIRAN & THOMPSON
STRUCTURAL ENGINEER
North Woodbridge.04.dgn

STATE	FEDERAL AID		STATE		SHEET NO.
	ROUTE	PROJECT	ROUTE	PROJECT	
VA.	—	—	0001	0001-076-634	5

Notes:

For general notes, see sheets 1 and 2.

Bottom of footing and grade elevations shown apply to both the east and west ramps.

For ramp transverse sections, see sheet 13.

For drainage details, see sheets 19 and 20.

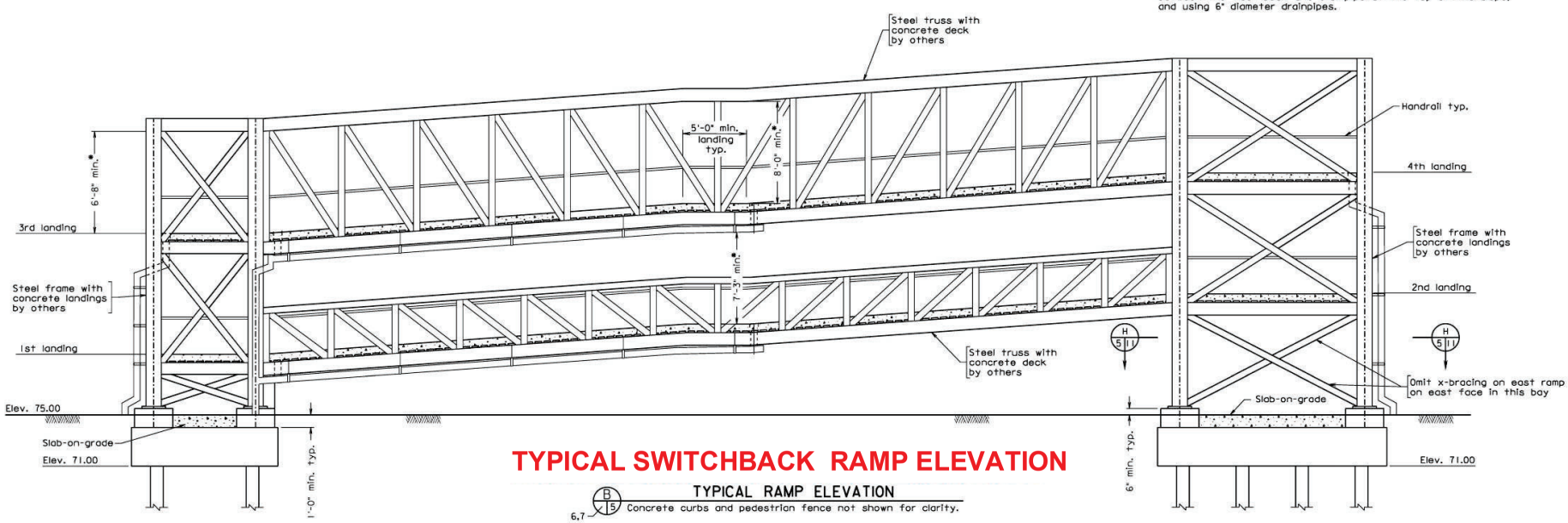
For prefabricated steel truss and support frame general notes, see sheet 15.

Pedestrian fence on the ramps and landings not shown. For fence location see sheet 6. For fence details see sheets 13, 21 and 22.

Security fence shall be installed directly adjacent to the bottom ramp on each side and around the lowest story of Frames A and B. See roadway plans for details.

* Minimum height shown shall be from the top of deck or landing to the bottom of the lowest drain pipes or truss floor beam.

The minimum height shown of 7'-3" is from the ramp landing to the bottom of the drainpipe. This clearance assumes 10" deep truss bottom chords and floor beams, approximately 1" gap between the floor beam and drainpipe at the top of the slope, and using 6" diameter drainpipes.



TYPICAL SWITCHBACK RAMP ELEVATION

TYPICAL RAMP ELEVATION (B/5, 6,7)
Concrete curbs and pedestrian fence not shown for clarity.

SCOTT R. CANFIELD
Lic. No. 045142
PROFESSIONAL ENGINEER
COMMONWEALTH OF VIRGINIA

Scott Canfield

JOHNSON, MIRMIRAN & THOMPSON
HERNDON, VA
STRUCTURAL ENGINEER

Scale: 1/4" = 1'-0"

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No.	Description	Date
	Revisions	

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
STRUCTURE AND BRIDGE DIVISION

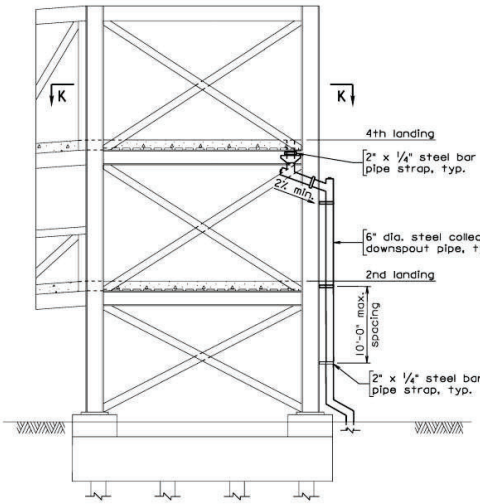
RAMPS
TYPICAL ELEVATION - 2

Designed: SRC
Drawn: GAC
Checked: RAR

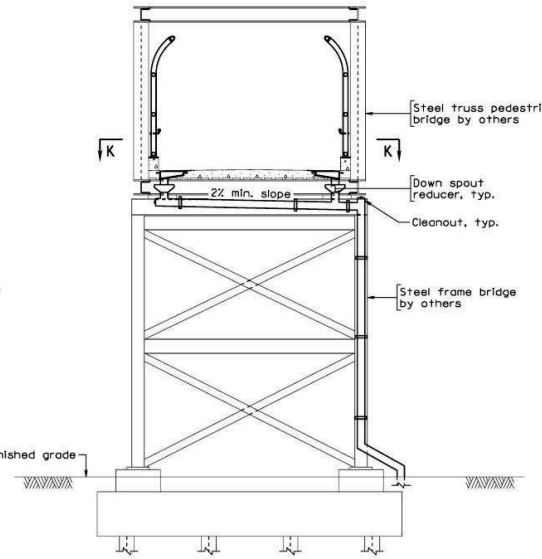
Date	Plan No.	Sheet No.
July 2026	311-57	5 of 31

North Woodbridge_05.dgn

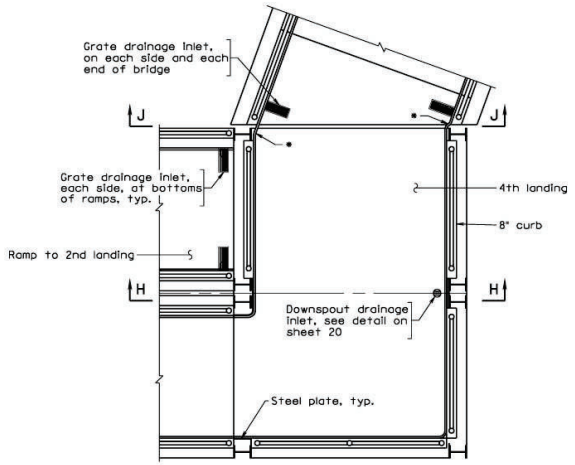
STATE	FEDERAL AID		STATE		SHEET NO.
	ROUTE	PROJECT	ROUTE	PROJECT	
VA.	—	—	0001	0001-076-634	19



SECTION H-H - FRAME B
Concrete curbs, pedestrain fence and handrails not shown for clarity.
Scale: 1/4" = 1'-0"



SECTION J-J - ABUTMENT TOWER
Scale: 1/4" = 1'-0"



VIEW K-K - PARTIAL PLAN
Scale: 1/4" = 1'-0"

Notes:

Steel pipe for collector downspout pipes shall be ASTM A53 Schedule 40 black seamless steel pipe. Steel plates, bars, and rods shall be ASTM A36, and be hot dipped galvanized. All bolts shall be ASTM A325, Type 1.

Welded frame, grate and downspout pipe assembly to include all steel plates, bar studs, bolts and nuts shall be hot dipped galvanized after fabrication.

For ramp deck landings and bridge deck elevations, see sheets 6, 7 and 14.

For locations of grate drainage inlets, see sheets 6, 7 and 14.

For bridge and ramp transverse sections, see sheet 13.

For additional drainage assembly details, see sheet 20.

All downspouts shall be directed below grade and connect with a drainage system. See roadway plans for details.

Costs for furnishing and installing the deck slab drainage system shown shall be included as a lump sum bid item as shown on the Estimated Quantities Sheet.

* Handrail shall be continuous across the deck expansion joint, with a handrail expansion joint. Joint width shall match Dim. A in the Expansion Joint Table this sheet. See sheet 21 for additional sleeve details.

COMMONWEALTH OF VIRGINIA
SCOTT R. CANFIELD
Lic. No. 045142
PROFESSIONAL ENGINEER

Scott Canfield

JOHNSON, MIRMIRAN & THOMPSON
HERNDON, VA
STRUCTURAL ENGINEER

Scale: As shown.

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No.	Description	Date
	Revisions	

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
STRUCTURE AND BRIDGE DIVISION

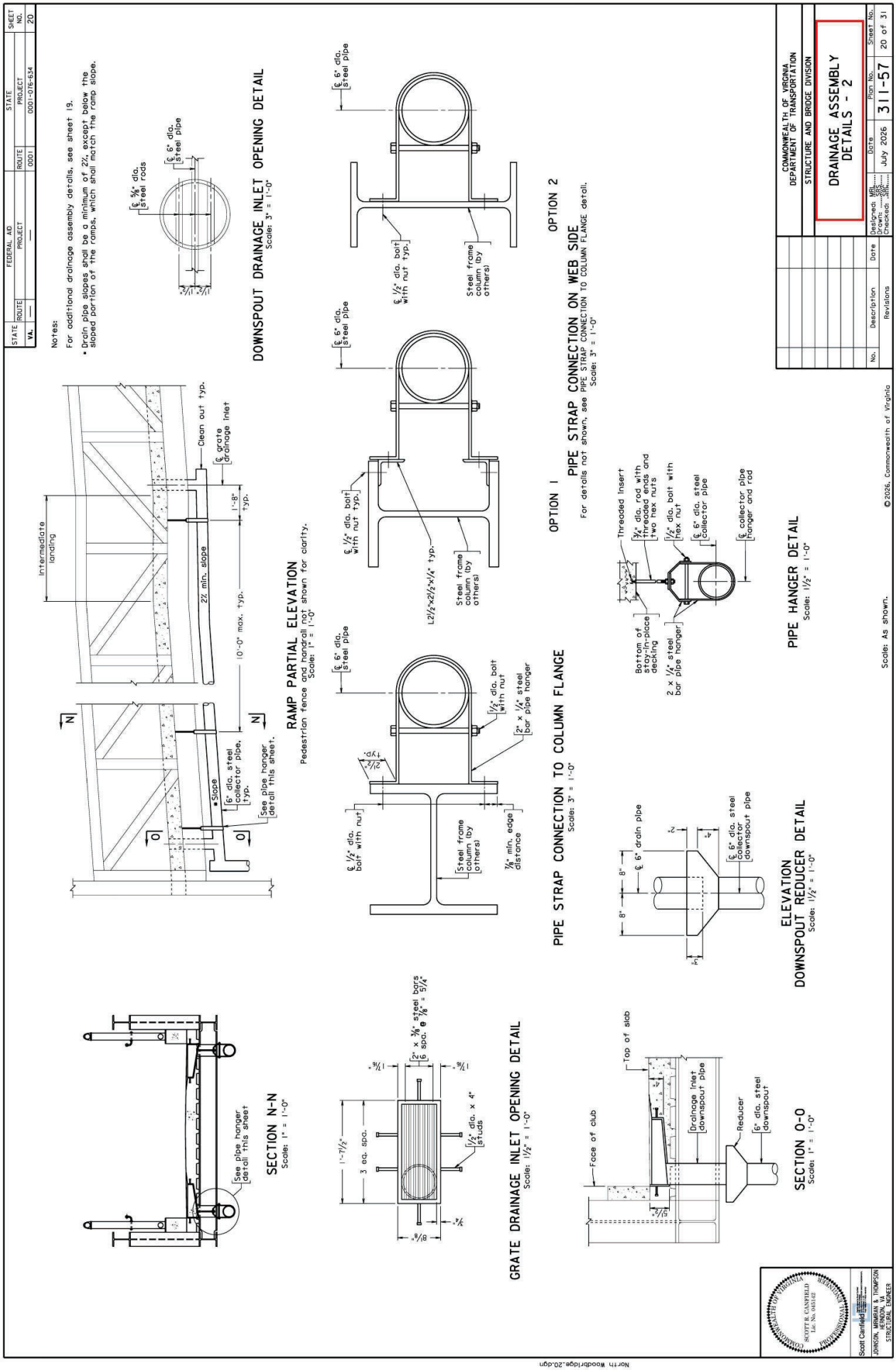
DRAINAGE ASSEMBLY DETAILS - 1

Designed: MRL
Drawn: SRS
Checked: SRK

Date	Plan No.	Sheet No.
July 2026	311-57	19 of 31

North Woodbridge_19.dgn

Exhibit A


STATE | FEDERAL AID PROJECT | ROUTE | STATE PROJECT | SHEET NO.
VA. | — | — | 0001 | 0001-076-634 | 20
Notes:
For additional drainage assembly details, see sheet 19.
• Drain pipe slopes shall be a minimum of 2%, except below the sloped portion of the ramps, which shall match the ramp slope.
DOWNSPOUT DRAINAGE INLET OPENING DETAIL
Scale: 3" = 1'-0"
℄ 3/4" dia. steel rods
℄ 6" dia. steel pipe
RAMP PARTIAL ELEVATION
Pedestrian fence and handrail not shown for clarity.
Scale: 1" = 1'-0"
Intermediate landing
Clean out typ.
℄ grate drainage inlet
1'-8" typ.
2% min. slope
10'-0" max. typ.
N
O
Slope
6" dia. steel collector pipe, typ.
See pipe hanger detail this sheet.
OPTION 2
OPTION 1
PIPE STRAP CONNECTION ON WEB SIDE
For details not shown, see PIPE STRAP CONNECTION TO COLUMN FLANGE detail.
Scale: 3" = 1'-0"
℄ 6" dia. steel pipe
℄ 1/2" dia. bolt with nut typ.
L2 1/2"x2 1/2"x1/4" typ.
Steel frame column (by others)
PIPE STRAP CONNECTION TO COLUMN FLANGE
Scale: 3" = 1'-0"
℄ 1/2" dia. bolt with nut
2" x 1/4" steel bar pipe hanger
2 1/2" typ.
7/8" min. edge distance
PIPE HANGER DETAIL
Scale: 1 1/2" = 1'-0"
Threaded insert
3/4" dia. rod with threaded ends and two hex nuts
1/2" dia. bolt with hex nut
℄ 6" dia. steel collector pipe
℄ collector pipe hanger and rod
Bottom of stay-in-place decking
2 x 1/4" steel bar pipe hanger
SECTION N-N
Scale: 1" = 1'-0"
See pipe hanger detail this sheet
GRATE DRAINAGE INLET OPENING DETAIL
Scale: 1 1/2" = 1'-0"
2" x 3/16 steel bars spa. @ 1/8" = 5 1/4"
1'-7 1/2"
3 eq. spa.
1/2" dia. x 4" studs
3/16"
7/8"
ELEVATION
DOWNSPOUT REDUCER DETAIL
Scale: 1 1/2" = 1'-0"
8"
℄ 6" drain pipe
℄ 6" dia. steel collector downspout pipe
SECTION O-O
Scale: 1" = 1'-0"
Face of club
Top of slab
Drainage Inlet downspout pipe
Reducer
6" dia. steel downspout
Scale: As shown.
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COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
STRUCTURE AND BRIDGE DIVISION
DRAINAGE ASSEMBLY DETAILS - 2
No. | Description | Date
Revisions
Designed: MEL | Date
Drawn: SRS | Plan No.
Checked: SRH | July 2026 | 311-57 | Sheet No. 20 of 31
SCOTT R. CANFIELD
Lic. No. 041452
COMMONWEALTH OF VIRGINIA
Scott Canfield
JOHNSON, MIRMIRAN & THOMPSON
STRUCTURAL ENGINEER
North Woodbridge_20.dgn

COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION

Stephen C. Brich, P.E.
Commissioner

1221 East Broad Street
Richmond, Virginia 23219

August 13, 2026

Mr. Rick Canizales, Director of Transportation
Prince William County Department of Transportation
5 County Complex Court, Suite 290
Prince William, VA 22192

Mr. Canizales:

Thank you for your leadership in advancing the North Woodbridge Pedestrian Bridge Project (Project 0001-076-634, UPC 122979). Your efforts in securing project funding, directing design development, and overseeing construction have been essential to the continued progress of this important initiative. We also recognize and appreciate the strong partnership between Prince William County and VDOT throughout this process.

Attached is the maintenance agreement jointly prepared by Prince William County and VDOT. This memorandum affirms the District's approval and support as the agreement proceeds through the County's signature process. Upon execution by the County, please return the agreement to us so that it may be forwarded to the Commissioner for final execution.

Thank you for your continued cooperation and commitment to this project. Please direct any questions or concerns to Dic Burke, VDOT Director for Transportation and Land Use, Prince William County.

Sincerely,

Bill Cuttler, P.E.
Northern Virginia District Engineer

Cc: Richard 'Dic' Burke, Director, Transportation and Land, PWC

PRINCE WILLIAM COUNTY
Office of the County Executive
Christopher J. Shorter

STAFF REPORT

Board of County Supervisors
Deshundra L. Jefferson, Chair
Victor S. Angry, Vice Chair
Andrea O. Bailey
Kenny A. Boddye
Tom Gordy
Jeannie M. LaCroix
George T. Stewart
Yesli Vega

Board Meeting Date:	September 22, 2026
Agenda Title:	Authorize the Execution of a Perpetual Maintenance Agreement between the Prince William County Board of Supervisors and the Virginia Department of Transportation for the North Woodbridge Pedestrian Bridge Project
District Impact:	Woodbridge Magisterial District
Requested Action:	Authorize execution of the maintenance agreement.
Department / Agency Lead:	Department of Transportation and Capital Construction
Staff Lead:	Ricardo Canizales, Director

EXECUTIVE SUMMARY

The North Woodbridge Pedestrian Bridge Project (Project) will design and construct a grade-separated pedestrian bridge across the six-lane U.S. Route 1 corridor, providing a safe and direct connection between the planned North Woodbridge Town Center, Belmont Bay, and the Woodbridge Virginia Railway Express (VRE) Station, while improving access to high-capacity transit, enhancing pedestrian safety, and strengthening multimodal connectivity within the Route 1 corridor.

The Virginia Department of Transportation (VDOT) and the County will enter into this County-State Agreement (Agreement) to allocate responsibilities for the operation and maintenance of the shared use path, sidewalk connections, switchback ramp structures, and pedestrian bridge as further depicted in Exhibits A and B of the Agreement.

It is the recommendation of County staff that the Prince William Board of County Supervisors (Board) authorize the execution of an Agreement between the Board and VDOT for the Project.

BACKGROUND

The Project involves the design and construction of a 14-foot-wide pedestrian bridge spanning approximately 425 feet over U.S. Route 1, along with Americans with Disabilities Act-compliant access ramps, sidewalks, shared-use path connections, lighting, safety features, drainage improvements, and other associated infrastructure. The bridge will provide a continuous, grade-separated crossing that improves pedestrian access between the North Woodbridge area and the Woodbridge VRE Station, while enhancing connectivity to existing and planned transit, bicycle, and pedestrian facilities within the Route 1 corridor. The Project was authorized by the Board on June 6, 2023, via Resolution Number (Res. No.) 23-305.

The Project (Project #0001-076-634, UPC 122979) is a County-administered project providing for the design and construction of a pedestrian bridge across a six-lane roadway section of U.S. Route 1 (Richmond Highway) between Occoquan Road/Dawson Beach Road and Gordon Boulevard.

VDOT and the County enter into this Agreement to allocate responsibilities for operating and maintaining the pedestrian bridge. The County will be responsible for lighting for the pedestrian bridge; aesthetic treatments installed on the pedestrian bridge during construction or thereafter; graffiti removal; trash collection; the removal and clearing of makeshift dwellings and/or informal encampments and any debris generated by those within the perimeter of the structures; all other elements that may contribute to bridge damage, including, but not limited to, fire, as further depicted in Appendices A and B of the Agreement.

STAFF RECOMMENDATION

County staff recommends that the Board authorize execution of the Agreement between the Board and VDOT for the Project.

Service Level / Policy Impact

Strategic Plan: Authorizing the perpetual maintenance agreement for the Project will impact the following Mobility Key Objectives in the Prince William County Strategic Plan:

- 1.C – Provide a secure biking infrastructure and implement traffic calming measures to prioritize pedestrians and cyclists and to reduce reliance on vehicles.
- 1.D – Design built environments that prioritize the mobility of people over vehicles.
- 2.B – Enhance transportation infrastructure to provide regional connectivity to and from Prince William County and other critical areas of the DMV.

Comprehensive Plan: Authorizing the perpetual maintenance agreement for the Project is consistent with the following policies in the Mobility Chapter of the Prince William County Comprehensive Plan:

- G2.1 – Ensure the quality and function of the transportation system contributes to equitable outcomes for all people by increasing mobility options and access for Equity Emphasis Areas, senior citizens, persons with disabilities, and those with transportation insecurities and including equity as a planning principle in all mobility projects.

- G4.1 – Work with federal, state, regional, County, and other public departments and agencies, and private sector sources, to identify, plan, fund, and implement County mobility improvements utilizing outside sources of funding.
- G4.7 – Identify and apply to federal, regional, and state grant programs to maximize external funding of County mobility projects.
- G7.7 – Prioritize mobility infrastructure in areas identified by the Long-Range Land Use Plan Map as Activity Centers, targeted industries, population growth areas, and major connections and roadway corridors.

Fiscal Impact

The County will be responsible for bridge maintenance through the Department of Facilities and Fleet Management (FFM). FFM estimates the pedestrian bridge's annual maintenance costs at $32,000. Maintenance is expected to begin in Fiscal Year (FY) 2030, after construction is completed in November 2028 and the one-year contractor warranty period ends. The current action is necessary to maintain the Project's required VDOT and federal schedule.

Legal Impact

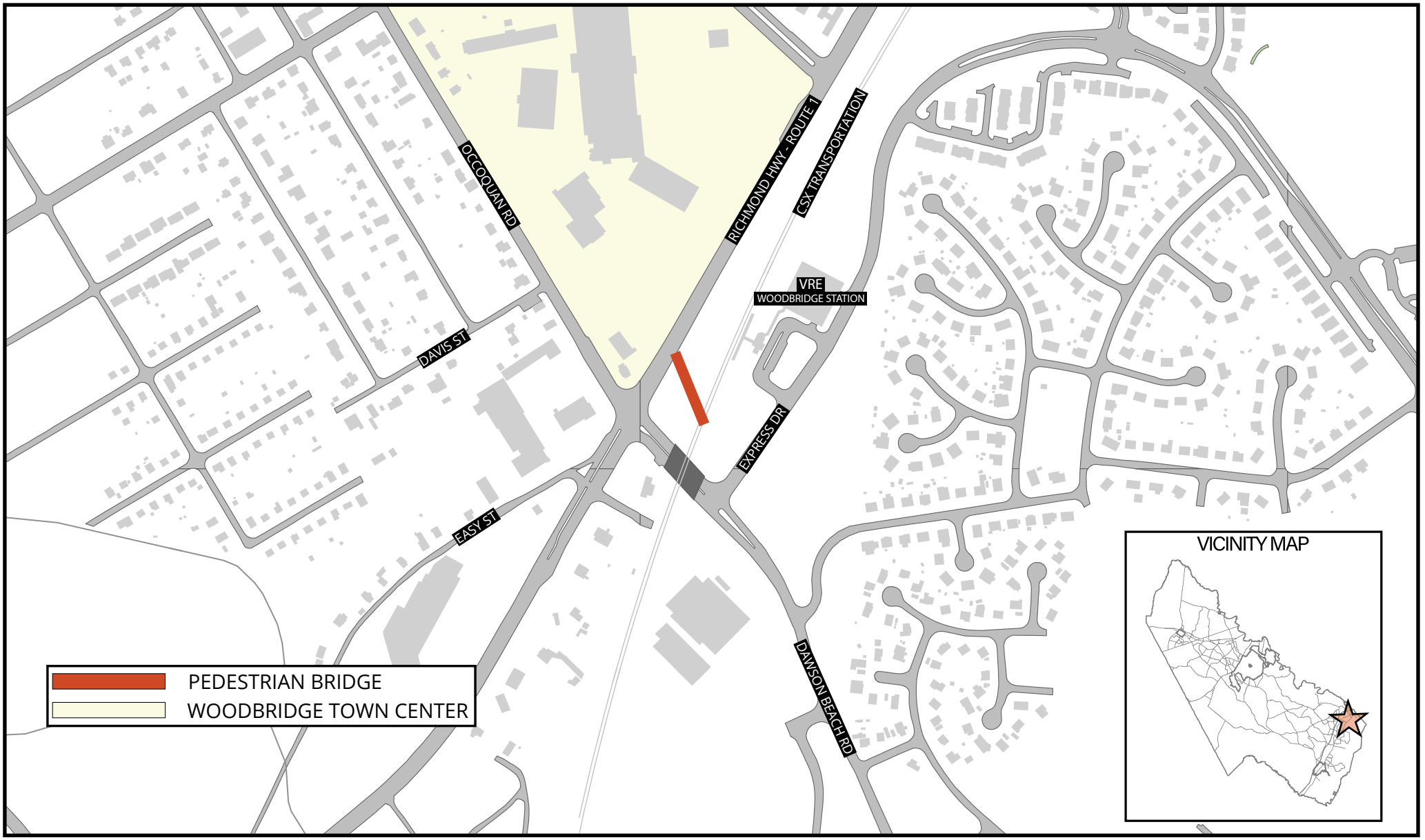
The Board has the legal authority to authorize the execution of an Agreement between the Board and VDOT to advance project implementation.

STAFF CONTACT INFORMATION

Gladis Arboleda | (703) 792-5276
garboleda@pwcgov.org

ATTACHMENT

Vicinity Map – North Woodbridge Pedestrian Bridge Project



NORTH WOODBRIDGE PEDESTRIAN BRIDGE PROJECT
WOODBRIDGE MAGISTERIAL DISTRICT

SEPTEMBER 22, 2026

PRINCE WILLIAM
—Transportation & Capital Construction

MOTION: **September 22, 2026**
Regular Meeting
SECOND: **Res. No. 26-**

RE: **Budget and Appropriate $344,878 from Fiscal Year 2026 Magisterial District Office Savings to the Fiscal Year 2027 Magisterial District Office's Employee Reserve**

ACTION:

WHEREAS, budget savings are generated annually through departmental efforts to control spending; and

WHEREAS, Section I.5.(c) of the Prince William Board of County Supervisors' (Board) adopted Rules of Procedure authorizes the appropriation of magisterial district year-end office savings to approved infrastructure projects in the adopted Comprehensive Plan and up to 10% of prior fiscal year salary and benefit expenses to the magisterial district offices' employee reserve for salary and benefit obligations in the new fiscal year; and

WHEREAS, Fiscal Year (FY) 2026 unaudited year-end Board office savings totaled $528,137; and

WHEREAS, a total of $344,878 from FY 2026 magisterial district office savings is designated for magisterial district offices' employee reserves in FY 2027; and

WHEREAS, remaining FY 2026 magisterial district office savings will be reinvested in the community through capital project designations after the FY 2026 audit is completed;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby budgets and appropriates $344,878 from Fiscal Year 2026 magisterial district office savings to the Fiscal Year 2027 magisterial district offices' employee reserve.

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

For Information:
Finance Director
Management and Budget Director

ATTEST: _____
Clerk to the Board

PRINCE WILLIAM COUNTY

Office of the County Executive
Christopher J. Shorter

The Board of County Supervisors
Deshundra L. Jefferson, Chair
Victor S. Angry, Vice Chair
Andrea O. Bailey
Kenny A. Boddye
Tom Gordy
Jeannie M. LaCroix
George Stewart
Yesli Vega

STAFF REPORT

Board Meeting Date:	September 22, 2026
Agenda Title:	Budget and Appropriate $344,878 from Fiscal Year 2026 Magisterial District Office Savings to the Fiscal Year 2027 Magisterial District Office's Employee Reserve
Requested Action:	Approve the resolution and authorize the appropriation for the employee reserve.
Department / Agency Lead:	Office of Management and Budget
Staff Lead:	David Sinclair, Director

EXECUTIVE SUMMARY

In accordance with the Prince William Board of County Supervisors' (Board) adopted Rules of Procedure, year-end savings from respective magisterial district office budgets may be appropriated to either approved infrastructure projects in the adopted Comprehensive Plan and/or to an employee reserve to pay unanticipated salary or benefit expenses in the new fiscal year. The employee reserve budget appropriation is limited to 10% of the salary and benefit expense actuals from the previous fiscal year. Capital project appropriations are processed after the Fiscal Year (FY) 2026 audit is completed in November or December.

It is the recommendation of staff that the Board budget and appropriate $344,878 from FY 2026 magisterial district office savings to the FY 2027 magisterial district offices employee reserve.

BACKGROUND

In accordance with Section I.5.(c) of the Board's adopted Rules of Procedure, year-end savings from respective magisterial district office budgets may be appropriated to either approved infrastructure projects in the adopted Comprehensive Plan and/or to an employee reserve to pay unanticipated salary or benefit expenses in the new fiscal year. The employee reserve budget appropriation is limited to 10% of the salary and benefit expense actuals from the previous fiscal year. Capital project appropriations are processed after the FY 2026 audit is completed in November or December.

The table below shows FY 2026 unaudited office savings totaling $528,137. Employee reserve appropriations in FY 2027 total $344,878, leaving a balance of $183,259 for capital project designations after the FY 2026 audit is completed.

Magisterial District	FY2026 Balance (Unaudited)	Employee Reserve	Balance Available for Capital
Chair	$68,947	$49,635	$19,312
Brentsville	121,446	40,524	80,922
Coles	48,408	38,408	10,000
Gainesville	46,441	46,441	0
Neabsco	64,537	40,000	24,537
Occoquan	81,725	40,978	40,747
Potomac	47,323	46,252	1,071
Woodbridge	49,310	42,640	6,670
Total:	**$528,137**	**$344,878**	**$183,259**

STAFF RECOMMENDATION

It is the recommendation of staff that the Board budget and appropriate $344,878 from FY 2026 magisterial district office savings to the FY 2027 magisterial district offices' employee reserve.

Service Level / Policy Impact

The recommended appropriation provides funds for unanticipated salary and benefit expenses for the various Board offices. This action is consistent with Section I.5.(c) of the Board's adopted Rules of Procedure.

Fiscal Impact

The recommended appropriation reduces FY 2026 year-end magisterial district office savings by $344,878. After this action, a balance of $183,259 will be available for future capital project designations after the FY 2026 audit is completed in November or December.

Legal Impact

The Board has the legal authority to budget and appropriate funds in accordance with Virginia Code Section 15.2-2506.

STAFF CONTACT INFORMATION

David Sinclair | (703) 792-7181
dsinclair@pwcgov.org

MOTION: **September 22, 2026**
Regular Meeting
SECOND: **Res. No. 26-**

RE: **Authorize Addendum No. 1 to the Memorandum of Understanding with Northern Virginia Community College to Provide Related Technical Instruction for the Department of Facilities and Fleet Management's Skilled Trades Apprenticeship Program, and Budget and Appropriate $296,190 to Create Four Temporary Apprentice Positions**

ACTION:

WHEREAS, the Department of Facilities and Fleet Management (FFM) continues to address critical skilled trades workforce shortages through its partnership with Northern Virginia Community College (NOVA); and

WHEREAS, the original Memorandum of Understanding, authorized by the Prince William Board of County Supervisors (Board) on July 29, 2025, with Resolution Number (Res. No.) 25-401, established the framework for collaboration, with NOVA providing related technical instruction to support FFM's apprenticeship programs; and

WHEREAS, Addendum No. 1 expands the partnership by establishing a reimbursement framework that allows NOVA, subject to available Commonwealth appropriations and applicable funding requirements, to reimburse FFM for eligible apprenticeship-related costs; and

WHEREAS, the addendum also supports the creation of additional apprenticeship positions and future workforce pipeline initiatives at no additional cost to the Prince William County; and

WHEREAS, County staff recommends approval of the addendum to the Memorandum of Understanding;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby authorizes Addendum No. 1 to the Memorandum of Understanding with Northern Virginia Community College to provide related technical instruction for the Department of Facilities and Fleet Management's Skilled Trades Apprenticeship Program, and budget and appropriate $296,190 to create four temporary apprentice positions;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby authorizes the Director of Facilities and Fleet Management or their designee to execute the Addendum No. 1 to the Memorandum of Understanding and to sign such other documents as are necessary and/or appropriate to effectuate this Resolution and as are approved as to form by the County Attorney's Office.

ATTACHMENT: Addendum No. 1 to the Memorandum of Understanding between Prince William County Department of Facilities and Fleet Management and Northern Virginia Community College Apprenticeship Program

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

For Information:
Facilities and Fleet Management Director
County Attorney

ATTEST: _____

Clerk to the Board

ADDENDUM NO. 1 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN PRINCE WILLIAM COUNTY DEPARTMENT OF FACILITIES & FLEET MANAGEMENT AND NORTHERN VIRGINIA COMMUNITY COLLEGE APPRENTICESHIP PROGRAM

6/18/2026

This Addendum No. 1 ("Addendum") is entered into by and between the Prince William County Department of Facilities & Fleet Management ("PWC-FFM") and Northern Virginia Community College ("NOVA"), collectively referred to as the "Parties."

WHEREAS, the Parties entered into a Memorandum of Understanding effective August 14, 2025 (“Master Agreement”) regarding collaboration on skilled trades apprenticeship programming, and the Master Agreement is fully incorporated herein by reference;

WHEREAS, the Parties desire to expand the apprenticeship initiative through the creation of additional apprenticeship positions and establish a reimbursement mechanism for eligible apprenticeship-related costs;

NOW, THEREFORE, in consideration of the promises herein contained the Parties agree as follows:

1. PURPOSE

The purpose of this Addendum is to establish the framework under which NOVA may reimburse PWC-FFM for eligible costs associated with apprenticeship positions created in support of the apprenticeship initiative and funded through Commonwealth appropriations funding sources available to NOVA.

The Parties further acknowledge their shared interest in developing pre-apprenticeship and workforce pipeline activities designed to prepare individuals for apprenticeship opportunities with PWC-FFM and other regional employers.

2. APPRENTICESHIP POSITIONS

Subject to available funding and all applicable approvals, PWC-FFM may establish up to four (4) apprenticeship positions, or such other number as may be mutually agreed upon in writing by the Parties.

PWC-FFM shall remain solely responsible for recruitment, hiring, supervision, evaluation, discipline, and termination of all apprentices.

Nothing in this Addendum shall be construed as creating an employment relationship between NOVA and any apprentice employed by PWC-FFM.

3. REIMBURSEMENT OF ELIGIBLE COSTS

NOVA may reimburse PWC-FFM for eligible apprenticeship costs, subject to funding availability, state regulations, and NOVA policies and procedures.

Eligible costs may include:

a. Apprentice wages;
b. Apprentice benefits directly attributable to apprentice positions;
c. Employer-paid payroll taxes;
d. Other costs expressly approved in writing by NOVA.

The Parties acknowledge that the total amount of reimbursement authorized under this Addendum shall be determined by mutual written agreement and shall not exceed the amount approved and allocated by NOVA for apprenticeship-related activities.

NOVA reserves the right to limit, suspend, or discontinue reimbursements if funding becomes unavailable or if continued reimbursement would exceed available appropriations.

4. REIMBURSEMENT PROCESS

PWC-FFM shall submit documentation supporting reimbursement requests, including payroll records, benefit calculations, and any additional information reasonably requested by NOVA.

NOVA shall review submitted documentation and process reimbursement requests in accordance with applicable state requirements and available funding.

The Parties acknowledge that reimbursement is contingent upon compliance with all funding source requirements and the availability of appropriated funds.

5. FUNDING LIMITATIONS

Nothing in this Addendum obligates NOVA to reimburse costs in excess of available funding.

Nothing in this Addendum obligates the Prince William Board of County Supervisors to appropriate funds for this initiative.

All reimbursements are contingent upon:

a. Availability of funds;
b. Compliance with applicable laws and regulations;
c. Satisfaction with appropriation, or funding-source requirements;
d. Completion of any approvals required by either Party.

6. REPORTING

PWC-FFM shall provide periodic reports, as reasonably requested by NOVA, regarding apprentice participation, retention, completion, and employment outcomes to support program evaluation and funding compliance.

7. NO OTHER CHANGES

Except as expressly modified herein, all terms and conditions of the Master Agreement remain unchanged and in full force and effect.

8. EFFECTIVE DATE

This Addendum shall become effective upon execution by both Parties and shall remain in effect for the duration of the Master Agreement unless earlier terminated in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives.

Prince William County Department of Facilities & Fleet Management	Northern Virginia Community College
By: _____	By: _____
Mathew F. Villareale	Anne M. Kress
Director, PWC FFM	President, Northern Virginia Community College
Date:	Date:

PRINCE WILLIAM COUNTY

Office of the County Executive
Christopher J. Shorter

STAFF REPORT

Board of County Supervisors
Deshundra L. Jefferson, Chair
Victor S. Angry, Vice Chair
Andrea O. Bailey
Kenny A. Boddye
Tom Gordy
Jeannie M. LaCroix
George T. Stewart
Yesli Vega

Board Meeting Date:	September 22, 2026
Agenda Title:	Authorize Addendum No. 1 to the Memorandum of Understanding with Northern Virginia Community College to Provide Related Technical Instruction for the Department of Facilities and Fleet Management's Skilled Trades Apprenticeship Program, and Budget and Appropriate $296,190 to Create Four Temporary Apprentice Positions
Requested Action:	Approve the resolution to authorize the addendum to the Memorandum of Understanding and budget and appropriate $296,190 to create temporary apprentice positions.
Department / Agency Lead:	Department of Facilities and Fleet Management
Staff Lead:	Matthew F. Villareale, Director of Facilities and Fleet Management

EXECUTIVE SUMMARY

The Department of Facilities and Fleet Management (FFM) continues to address critical skilled trades workforce shortages through its partnership with Northern Virginia Community College (NOVA). The original Memorandum of Understanding, authorized by the Prince William Board of County Supervisors (Board) on July 29, 2025, with Resolution Number (Res. No.) 25-401, established the framework for collaboration, with NOVA providing related technical instruction to support FFM's apprenticeship programs.

Addendum No. 1 expands the partnership by establishing a reimbursement framework that allows NOVA, subject to available Commonwealth appropriations and applicable funding requirements, to reimburse FFM for eligible apprenticeship-related costs. The addendum also supports creating additional apprenticeship positions and future workforce pipeline initiatives.

Staff recommends that the Board authorize the County Executive, or their designee, to accept and authorize Addendum No. 1 to the Memorandum of Understanding between FFM and NOVA and budget and appropriate $296,190 to create four temporary apprentice positions.

BACKGROUND

FFM faces a critical challenge in recruiting and retaining skilled maintenance and automotive technicians to support the County's growing infrastructure. To address this need, FFM established four full-time, benefited apprenticeship positions – two in 2024 and two in 2025. The existing MOU, executed on July 29, 2025, with Res. No. 25-401, established a partnership with NOVA to provide related technical instruction for FFM's apprenticeship programs, while FFM administers recruitment, hiring, supervision, and on-the-job training.

Virginia House Budget Bill 30 (HB30), sponsored by Delegate Luke Torian and passed in 2024, appropriated $500,000 over two years ($250,000 annually) to NOVA to support skilled trades workforce development. Since execution of the original MOU, Virginia Community College System funding restrictions and the limited number of FFM apprentices have limited NOVA's ability to provide related technical instruction in a cost-effective manner. Addendum No. 1 addresses these challenges by establishing a reimbursement framework that allows available HB30 funding to reimburse FFM for eligible apprenticeship-related costs, including apprentice wages, benefits, employer-paid payroll taxes, and other approved expenses. Reimbursement amounts will be limited to funds NOVA approves and allocates for apprenticeship activities. This approach provides greater flexibility in administering the apprenticeship program while maximizing the use of available state funding. NOVA funding supports the two-year apprenticeship program. Upon successful completion, apprentices transition to permanent, full-time County employment as a Fleet Specialist or Maintenance and Operations Specialist.

STAFF RECOMMENDATION

Staff recommends that the Board authorize Addendum No. 1 to the Memorandum of Understanding between FFM and NOVA and budget and appropriate $296,190 to create four temporary apprentice positions.

Service Level / Policy Impact

Addendum No. 1 expands FFM's ability to address skilled trades workforce shortages that may lead to increased operating costs, delays in essential services, and long-term maintenance risks. This initiative strengthens FFM's workforce readiness and capacity to meet the County's growing infrastructure needs.

Fiscal Impact

There is no additional cost to the County. The reimbursement from NOVA fully supports the cost of four temporary apprenticeship positions during the apprenticeship period. Addendum No. 1 establishes a framework under which NOVA may reimburse FFM for eligible apprenticeship-related costs, subject to available funding, state requirements, and NOVA policies and procedures. NOVA funding only supports the apprenticeship period.

Legal Impact

The Board has the legal authority to authorize Addendum No. 1 to the existing Memorandum of Understanding with NOVA and budget and appropriate $296,190 to create temporary apprentice positions.

STAFF CONTACT INFORMATION

Michelle Kight | 703-792-8841
mkight@pwcgov.org

MOTION: **September 22, 2026**
Regular Meeting

SECOND: **Res. No. 26-**

RE: **Authorize an Agricultural Farming License on County Property Located at 10806 and 10810 Bristow Road – Brentsville Magisterial District**

ACTION:

WHEREAS, on December 10, 2024, via Resolution Number (Res. No.) 24-776, the Prince William Board of County Supervisors (Board) authorized the purchase of two (2) contiguous parcels totaling 22.3 acres located at 10806 and 10810 Bristow Road known as Rollins Farm (Property), from the American Battlefield Trust (ABT) for preservation; and

WHEREAS, closing of the Property occurred on August 13, 2025; and

WHEREAS, 19.169 acres of the Property was previously leased to Larry Rollins for private crop farming via Res. No. 25-043 and that term expired on December 31, 2025; and

WHEREAS, Mr. Rollins requested and staff recommends executing a new agricultural license agreement with Larry Rollins for fifteen (15) tillable acres; and

WHEREAS, the additional 4.16 acres are no longer needed because they were former farm structures; and

WHEREAS, the license will not conflict with any current or planned usage of Rollins Farm, and the active farming operation will alleviate the expense of the Department of Parks and Recreation (DPR) maintaining the subject Property; and

WHEREAS, the farming license will generate $855.00 in annually based upon the most recently published "Virginia Tech Estimated Cropland and Pastureland Use-Values using the Capitalized Cash Rental Rate Method"; and

WHEREAS, County staff recommends approval of this resolution; and

WHEREAS, the Board authorized a public hearing on this matter at its meeting on September 1, 2026, via Res. No. 26-505 and a public hearing was properly advertised and held on September 22, 2026, at which public comments were received;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby authorizes an agricultural farming license on County property located at 10806 and 10810 Bristow Road.

ATTACHMENT: License to Farm Property at 10806 and 10810 Bristow Road, Bristow, Virginia, 20136

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

For Information:
Parks and Recreation Director

ATTEST:_____
Clerk to the Board

LICENSE TO FARM THE PROPERTY LOCATED AT

10806 & 10810 BRISTOW ROAD, BRISTOW, VIRGINIA 20136

THIS LICENSE AGREEMENT ("License"), is made this _____ day of _____, 2026 ("Effective Date"), by and between THE BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY ("Board") and Mr. Larry Rollins ("Tenant").

WITNESSETH:

WHEREAS, the Board is the owner, in fee simple, of a 22.3593 acre tract of land known as GPIN # 7594-77-3726 and GPIN # 7594-76-0448 and located at 10806 & 10810 Bristow Road, Bristow, Virginia 20136, known as Bristoe Station Battlefield Heritage Park ("Property"); and

WHEREAS, the Tenant has offered and the Board has agreed to allow the Tenant to use approximately 19.169 acres of the Property for private crop farming use ("Farming Area") as shown on the attached Exhibit A;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Board and Tenant hereby agree as follows:

1. The Board permits the Tenant to use the Farming Area and supplementary farm structures within the farming area, to farm crops, upon the conditions set forth herein, within the Farming Area.
2. The initial term of this license shall be from the effective date through December 31, 2026 and shall continue until terminated under the terms of this License. This Agreement may be renewed by the Tenant and the County annually on January 1 for additional one-year terms, by the Tenant providing notice to the County no later than October 1 each calendar year, provided that the County maintains the right to terminate at any time. The Annual license fee per acre for additional renewal terms will be at the most recently published Virginia Tech Estimated Cropland and Pastureland Use-Values using the Capitalized Cash Rental Rate Method.
3. Tenant agrees to pay a license fee of $57 per acre (adjusted annually) for approximately 15 tillable acres, paid by Tenant twelve (12) days from the Effective Date and every January 1st .
4. The Board makes no representations regarding the condition of the Property, including its suitability for any particular purpose. Tenant assumes all risk for the success of any farming on the Property.
5. Tenant shall not store any equipment or other personal property on the Property.
6. Tenant shall have access to the Property for cutting and harvesting hay from Effective Date to December 31, 2026. Tenant shall cut and harvest the hay once in year one and twice annually thereafter. Tenant shall remove all cut/baled hay from the Property no later than 30 calendar days after each cutting.
7. Tenant shall maintain the Property and conduct its operations on the Property in a manner which will not result in damage to the Property. Upon the termination of this License, Tenant shall deliver the Property to the Board in the condition Tenant received it except for reasonable wear and tear.

8. Tenant agrees to use the Property for crop farming only.
9. Tenant is solely responsible for all expenses of maintaining the Property.
10. Tenant is solely responsible for all cutting and harvesting-related expenses.
11. Tenant may make reasonable improvements to the Property for the purposes of crop farming, such as adding fencing, drainage, or irrigation systems, with the prior written approval of the Parks and Recreation Director ("Director"). Such improvements, if made, shall become the property of the County upon the expiration or termination of this License. Upon expiration or termination of this License, at the request of the Director, Tenant shall remove such improvements made by Tenant that the Director requests to be removed, and after removal Tenant shall rehabilitate the Property to the state before the improvements were installed.
12. Tenant shall not place or allow to be placed on the Property any abandoned or inoperative motor vehicle, machinery, or equipment.
13. During the term of this License, Tenant shall give the Director prompt notice of any defects in or damage to the Property within three (3) calendar days.
14. If there is a material non-compliance with any provision of this License by Tenant that poses an immediate threat to the Property or surrounding area, or if Tenant commits any wrongful act upon the Property, then the Director shall have the right, with or without notice, to terminate this License immediately.
15. If there is a material non-compliance with any provision of this License which does not pose an immediate threat to the Property, then this License may be terminated if Tenant fails to cure such non-compliance within ten (10) days after receipt of a written notice from the Director specifying the acts and/or omissions that constitute the breach and stating that this License shall terminate if the condition is not corrected on a specified date. If the breach may be cured and Tenant effects such a cure prior to the date specified in the notice, this License shall not terminate. If Tenant fails to effect a cure prior to the date specified in the notice, the License shall terminate upon the date specified in the notice.
16. Barring material noncompliance, either party may terminate this License at any time upon sixty (60) days prior written notice to the other party and Tenant will vacate the Property and Farming Area within 60 days of receiving written notice from the Director.
17. This License may not be transferred or assigned by Tenant.
18. Tenant shall be responsible for any damage to the Property or personal injury to any person, including Tenant, arising from, or related to Tenant's or Tenant's agents, employees, or invitees use of the Property under this License. If Tenant's or any of Tenant's agents, employees, or invitees damages the Property or injures any person, Tenant shall immediately notify the Director.
19. Tenant shall indemnify, defend at his own expense, and hold harmless Prince William County, the Prince William County Board of County Supervisors, and all County officers, employees, agents, and volunteers for any injury or damage to persons or property arising out of Tenant's use of or activities on the Property. Tenant agreement to indemnify, defend, and hold harmless the Board, the County, and their officers, employees, and agents shall survive the termination of this License.
20. In any legal dispute arising out of this agreement, Tenant agrees to waive any and all remedies other than monetary damages not to exceed the amount of the fees paid by Tenant to the Board

in the twelve (12) months prior to filing of a claim by Tenant, minus any damages already recovered by the Tenant in the twelve (12) months prior to the judgement of the Court. Tenant understands this provision constitutes a waiver of his right to seek injunctive relief and specific performance. Tenant understands that if he has already recovered the value of his most recently paid annual license fee, he has no additional remedy.

21. Tenant shall comply with all applicable federal, state, and County laws, ordinances, regulations, and requirements regarding their use of the Property.
22. This Agreement will be governed by and construed in accordance with the substantive laws of the Commonwealth of Virginia without regard to conflict of laws and all disputes arising under or relating to this Agreement shall be brought and resolved solely and exclusively in the state courts of Prince William County.
23. No amendment to or modification or waiver of any of the provisions of this Agreement otherwise permitted hereunder shall be effective unless made in writing and signed by all of the parties hereto.
24. Notices required by this License may be served upon Tenant in person or by certified mail to:

Mr. Larry Rollins
PO Box 701
Bristow, VA 20136

or such other address as the Tenant may designate in writing.

25. Notices required to the Board or the Department of Parks and Recreation under this License may be mailed to;

Department of Parks and Recreation
Attn. Director
14420 Bristow Road
Manassas, VA 20112

or such other addresses as the party may designate in writing.

(Signature pages follow)

Remainder of page intentionally left blank.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY

BY:_____
SETH HENDLER-VOSS
Department of Parks and Recreation
Director, its authorized agent
pursuant to Board of County Supervisors
Resolution No. 26-_____

COMMONWEALTH OF VIRGINIA;
County of Prince William, to-wit:

I, the undersigned Notary Public, hereby certify that SETH HENDLER-VOSS, Department of Parks and Recreation Director and authorized agent of the Board of County Supervisors of Prince William County, Virginia, whose name is signed to the foregoing Agreement, appeared and acknowledged the same before me this ____ day of _____, 2026.

_____
NOTARY PUBLIC

My Commission expires:_____

Notary Registration No.:_____

APPROVED AS TO FORM
COUNTY ATTORNEY'S OFFICE

_____

_____
Date

TENANT

BY:_____
Larry Rollins

COMMONWEALTH OF VIRGINIA;
County of Prince William, to-wit:

I, the undersigned Notary Public, hereby certify that Larry Rollins whose name(s) are signed to the foregoing Agreement, appeared and acknowledged the same before me this day of _____, 2026.

_____
NOTARY PUBLIC

My Commission expires:_____

Notary Registration No.:_____

PRINCE WILLIAM COUNTY

Office of the County Executive
Christopher J. Shorter

STAFF REPORT

Board of County Supervisors
Deshundra L. Jefferson, Chair
Victor S. Angry, Vice Chair
Andrea O. Bailey
Kenny A. Boddye
Tom Gordy
Jeannie M. LaCroix
George T. Stewart
Yesli Vega

Board Meeting Date:	September 22, 2026
Agenda Title:	Authorize an Agricultural Farming License on County Property located at 10806 and 10810 Bristow Road
District Impact:	Brentsville Magisterial District
Requested Action:	Authorize the License Agreement.
Department / Agency Lead:	Department of Parks and Recreation
Staff Lead:	Janet Bartnik, Acting Director

EXECUTIVE SUMMARY

Staff is seeking the Prince William Board of County Supervisors (Board) to authorize an agricultural license for the property located at 10806 and 10810 Bristow Road.

Staff recommends that the Board authorize an agricultural farming license on County property located at 10806 and 10810 Bristow Road.

BACKGROUND

On December 10, 2024, via Resolution Number (Res. No.) 24-776, the Board authorized the purchase of two (2) contiguous parcels totaling 22.3 acres located at 10806 and 10810 Bristow Road, known as Rollins Farm, from the American Battlefield Trust (ABT) for preservation. Prince William County closed on the property on August 13, 2025.

Fifteen (15) acres of the property are tillable land previously leased by Prince William County to Larry Rollins, via Res. No. 25-043, for private crop farming, and Mr. Rollins has requested a new lease. Staff recommends executing an agricultural license agreement with Mr. Rollins for $855.00 per year, an increase of $105.00 per year, for the same fifteen (15) tillable acres.

The Board authorized a public hearing on this matter at its meeting on September 1, 2026, via Res. No. 26-505, and a public hearing was properly advertised and held on September 22, 2026.

STAFF RECOMMENDATION

Staff recommends that the Board authorize an agricultural farming license on County property located at 10806 and 10810 Bristow Road.

Service Level / Policy Impact

The license will not conflict with any current or planned usage of Rollins Farm property. The active farming operation will alleviate the expense of the Department of Parks and Recreation (DPR) maintaining the subject property. The License may be renewed annually on January 1, upon the mutual agreement of both parties.

Fiscal Impact

The agricultural license will generate approximately $855.00 annually, based upon the most recently published "Virginia Tech Estimated Cropland and Pastureland Use-Values using the Capitalized Cash Rental Rate Method."

Legal Impact

The Board has the authority under Section 15.2-1800 (B) of the Virginia Code to license public property for private use after holding a public hearing concerning such action. As required, a public hearing was previously authorized for this action.

STAFF CONTACT INFORMATION

Janet Bartnik | (703) 792-3918
JBartnik@pwcgov.org

MOTION: **September 22, 2026**
Regular Meeting
SECOND: **Res. No. 26-**

RE: **Authorize Condemnation and Exercise Quick-Take Powers, in Accordance with Chapter 3 of Title 25.1 of the Virginia Code, to Acquire Property and Various Easements on Property Located at 14698 Colchester Road, Owned by Colchester Apartments LLC, a Virginia Liability Company, in Connection with the Colchester Road Sidewalk Improvement Project – Woodbridge Magisterial District**

ACTION:

WHEREAS, the Colchester Road Sidewalk Improvement Project (Project) consists of constructing missing segments of sidewalk on Colchester Road at the intersection of Colchester Road, Featherstone Road, and Blackburn Road. The Project also includes installing two additional crosswalks at the intersection with pedestrian push buttons to bring the intersection into compliance with the Americans with Disabilities Act; and

WHEREAS, the Prince William Board of County Supervisors (Board) authorized the execution of a County-State Agreement for local administration, Project Number EN24-076-379, on September 3, 2024, via Resolution Number (Res. No.) 24-580. The Project was included in the Fiscal Year (FY) 2026-2031 Capital Improvement Program, which was recommended for approval by the Planning Commission on March 26, 2025, and adopted by the Board on April 22, 2025; and

WHEREAS, the design for construction of the Project is such that it is necessary for the County to acquire 620 square feet of land in fee simple for public street dedication, 59 square feet of land for permanent signage easements, 651 square feet of land for a permanent retaining wall easement, 1,917 square feet of land for temporary construction easements for cut/fill slope and roadway construction, and 1,147 square feet for a temporary construction easement for access and staging on property located at 14698 Colchester Road owned by Colchester Apartments LLC, a Virginia Liability Company (Owner), as set forth on the plats attached hereto; and

WHEREAS, based on an independent appraisal, County staff offered $46,300 to the Owner to acquire the property interests in the property located at 14698 Colchester Road; and

WHEREAS, County staff has made a bona fide but ineffectual effort to purchase the property interests from the Owner, and to meet project deadlines and eliminate the project delay costs, recommends that the Board authorize condemnation and the exercise of its quick-take powers; and

WHEREAS, a public hearing has been duly advertised for this purpose and was conducted on September 22, 2026, pursuant to Section 15.2-1905(C) Va. Code Ann., and all interested citizens were heard; and

WHEREAS, $2,689,204 is currently available in the Project budget, which is sufficient to cover the total fiscal impact of $46,300. This amount is sufficient to authorize the expenditure and matches the appraised value of the property interests offered to the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby finds that public necessity exists for the condemnation of property interests for construction of the Colchester Road Sidewalk Improvement Project and for the immediate exercise of its quick-take powers to enter upon and take possession before the condemnation proceedings to immediately acquire 620 square feet of land in fee simple for public street dedication, 59 square feet of land for permanent signage easements, 651 square feet of land for a permanent retaining wall easement, 1,917 square feet of land for temporary construction easements for cut/fill slope and roadway construction, and 1,147 square feet for a temporary construction easement for access and staging on property located at 14698 Colchester Road owned by Colchester Apartments LLC, a Virginia Liability Company, as set forth on the plats attached hereto;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby authorizes the County Attorney, after payment into the Prince William County Circuit Court of the appraised value of the property interests and upon filing of the Certificate of Taking, to proceed with the condemnation of the required property interests for the Colchester Road Sidewalk Improvement Project by quick-take condemnation or otherwise as provided by law;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby authorizes the County Executive and the Director of Finance, or their designees, to sign the Certificate of Taking necessary for filing in Court and to disburse the appraised value in the amount of $46,300 for the property interests on the Owner's property located at 14698 Colchester Road, and upon filing of the Certificate of Taking, deposit said amounts at the Court in connection with the quick-take condemnation process on behalf of the Prince William Board of County Supervisors in accordance with the law;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby authorizes the Director of Transportation & Capital Construction, or their designee, to execute such documents that are necessary to effect the intent of this resolution and are approved as to form by the County Attorney's Office.

ATTACHMENT: Plat Showing Street Dedication and Various Easements on the Land of Colchester Apartments LLC, Woodbridge Magisterial District, Prince William County, VA, Dated January 23, 2026, and Prepared by Rinker Design Associates, LLC

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

For Information:
County Attorney
Transportation & Capital Construction Director

ATTEST: _____
Clerk to the Board

OWNER'S CONSENT AND DEDICATION

THE PLATTING OR DEDICATION OF THE LAND SHOWN HEREON, AND AS DESCRIBED IN THE SURVEYOR'S CERTIFICATE, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNER, PROPRIETORS, AND TRUSTEES, IF ANY. THE UNDERSIGNED HEREBY EXPRESSLY CONSENT(S) TO THE FOLLOWING: 1) THE DEDICATION TO THE BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA, IN FEE SIMPLE ABSOLUTE, OF ALL AREAS SHOWN ON THIS PLAT FOR PUBLIC USE AND/OR PUBLIC STREET PURPOSES; 2) THE DEDICATION TO THE BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA, OF ANY EASEMENT, WHETHER TEMPORARY OR PERMANENT, INDICATED FOR TEMPORARY CONSTRUCTION EASEMENT FOR CUT/FILL SLOPE & ROADWAY CONSTRUCTION, TEMPORARY CONSTRUCTION EASEMENT FOR ACCESS & STAGING, EASEMENT FOR RETAINING WALL, AND EASEMENT FOR SIGNAGE.

COLCHESTER APARTMENTS LLC
BY:

_____ _____
SIGNATURE DATE

_____ _____
PRINT NAME TITLE

NOTARY CERTIFICATE

COMMONWEALTH/STATE OF _____, CITY/COUNTY OF _____

TO WIT: SUBSCRIBED AND ACKNOWLEDGED BEFORE ME THIS _____ DAY OF

_____, 20___ BY_____.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

NOTARY REGISTRATION NUMBER _____

SURVEYOR'S CERTIFICATE

I NICHOLAS KOUGOULIS, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THE PROPERTY SHOWN HEREON IS NOW IN THE NAME OF COLCHESTER APARTMENTS LLC AS RECORDED IN INSTRUMENT #202304170018260 AMONG THE LAND RECORDS OF PRINCE WILLIAM COUNTY, VIRGINIA.

I FURTHER CERTIFY THAT THE BOUNDARY OF THE PROPERTY SHOWN HEREON IS BASED UPON DEEDS AND PLATS OF RECORD AND FIELD-TIED MONUMENTATION, CLOSES MATHEMATICALLY WITH A PRECISION RATIO GREATER THAN OR EQUAL TO 1:10,000 AND IS REFERENCED TO THE VIRGINIA COORDINATE SYSTEM OF 1983 PER A FIELD SURVEY WHICH TIES THIS BOUNDARY TO PWC MONUMENT NO. 13 (WHITMORE). IRON RODS WILL BE SET AT ALL NEW PROPERTY CORNERS IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE AND SECTION 120.00 OF THE PRINCE WILLIAM COUNTY DESIGN AND CONSTRUCTION STANDARDS MANUAL.

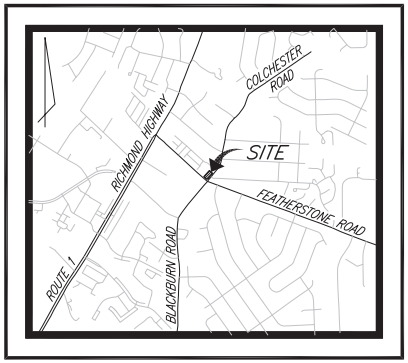
COMMONWEALTH OF VIRGINIA
NICHOLAS KOUGOULIS
Lic. No. 3046
9/1/26
LAND SURVEYOR

SITE AREA TABULATION

TOTAL SITE	17,388 SQ. FT.	0.3992 ACRES
STREET DEDICATION	620 SQ. FT.	0.0142 ACRES
REMAINING AREA	16,768 SQ. FT.	0.3850 ACRES

EASEMENT AREA TABULATION

EASEMENT FOR SIGNAGE #1	19 SQ. FT.
EASEMENT FOR SIGNAGE #2	40 SQ. FT.
EASEMENT FOR SIGNAGE TOTAL	59 SQ. FT.
EASEMENT FOR RETAINING WALL	651 SQ. FT.
TEMPORARY CONSTRUCTION EASEMENT FOR CUT/FILL SLOPE & ROADWAY CONSTRUCTION 'A'	309 SQ. FT.
TEMPORARY CONSTRUCTION EASEMENT FOR CUT/FILL SLOPE & ROADWAY CONSTRUCTION 'B'	1608 SQ. FT.
TEMPORARY CONSTRUCTION EASEMENT FOR CUT/FILL SLOPE & ROADWAY CONSTRUCTION TOTAL	1917 SQ. FT.
TEMPORARY CONSTRUCTION EASEMENT FOR ACCESS & STAGING	1147 SQ. FT.



VICINITY MAP
SCALE: 1"=2,000'

NOTES

1. THE PARCEL IDENTIFICATION NUMBER FOR THE PROPERTY SHOWN HEREON IS 8391-56-6342. THE PROPERTY IS ZONED R-4.
2. NO TITLE REPORT FURNISHED. THIS PLAT IS SUBJECT TO ANY EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY. ALL UNDERLYING EASEMENTS MAY NOT BE INDICATED ON THIS PLAT.
3. THE PLAT OF THE PROPERTY SHOWN HEREON IS REFERENCED TO THE VIRGINIA COORDINATE SYSTEM (VCS 1983) AS COMPUTED FROM A FIELD SURVEY WHICH TIES THIS PROPERTY BOUNDARY TO PWC MONUMENT NO. 13 (WHITMORE). THE GRID FACTOR (ELEVATION FACTOR X SCALE FACTOR) WHICH HAS BEEN APPLIED TO THE FIELD DISTANCES TO DERIVE THE REFERENCED COORDINATES IS 0.999946338. UNLESS OTHERWISE STATED, THE PLAT DISTANCES SHOWN ARE INTENDED TO BE HORIZONTAL DISTANCES MEASURED AT THE MEAN ELEVATION OF THE PROPERTY. THE BEARINGS SHOWN ARE REFERENCED TO THE VCS 1983 GRID NORTH. THE FOOT DEFINITION USED FOR THE CONVERSION OF THE MONUMENT IS THE U.S. SURVEY FOOT OR 1' = 0.3048006096 METERS.
4. ALL TEMPORARY CONSTRUCTION EASEMENTS TO BE NULL AND VOID AT SUCH TIME AS THE IMPROVEMENTS ARE COMPLETE.
5. THAT PORTION OF EXISTING STORM EASEMENT AS RECORDED IN INSTRUMENT #201509290081006 THAT LIES WITHIN THE DEDICATION IS HEREBY VACATED.
6. THIS PLAT IS ASSOCIATED WITH VDOT PROJECT #EN24-076-379, RW-201, UPC 125406.

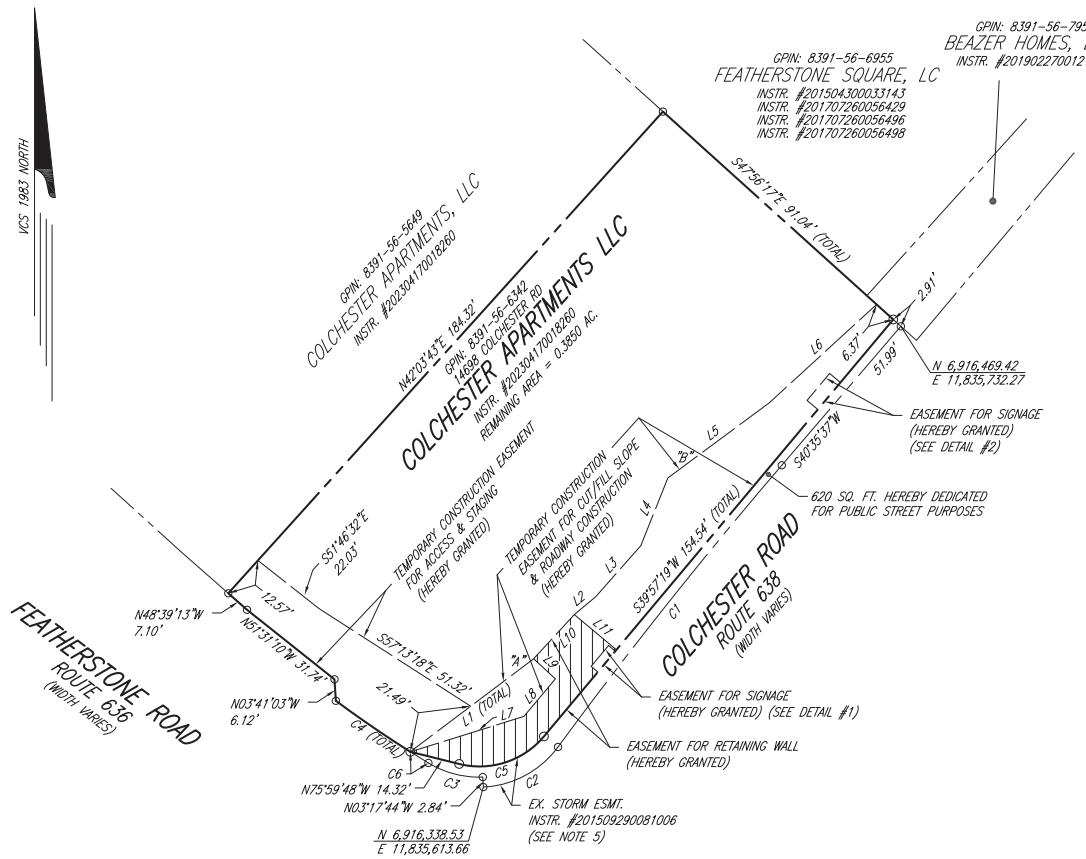
ATTACHMENT
September 22, 2026
Res. No. 26-
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PLAT SHOWING
STREET DEDICATION
AND
VARIOUS EASEMENTS
ON THE LAND OF
COLCHESTER APARTMENTS LLC
WOODBRIDGE MAGISTERIAL DISTRICT
PRINCE WILLIAM COUNTY, VIRGINIA
SCALE: 1"=25' JANUARY 23, 2026
SHEET 1 OF 2

25 0 25 50 75
Scale: 1" = 25'

Rinker Design Associates, LLC
Engineering * Surveying * Land Planning * Transportation * Environmental Services
11100 Eldebrook Court, Suite 200, Manassas, VA, 20110 contact@rinkerdesign.com www.rinkerdesign.com
Telephone: (703) 368-7373 Fax: (703) 257-5443
"Turning Challenges into Opportunities"

DRAWING NAME: \\cm-data\work\19096\020 Colchester Road\03 Survey\Plats\(002) 8391-56-6342.dwg | Plotted on 4/2/2026 10:33 AM | by Patty Campbell



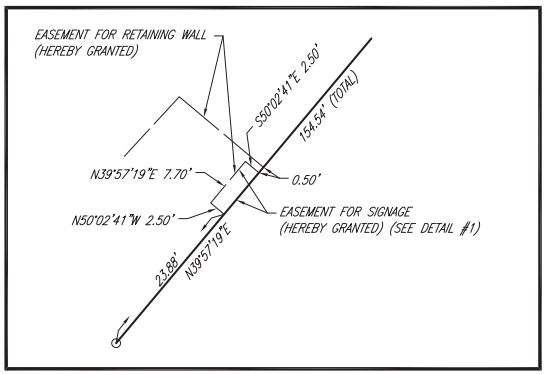
CURVE TABLE						
CURVE	RADIUS	ARC	TANGENT	CHORD	BEARING	DELTA
C1	1372.00'	102.23'	51.14'	102.21'	S38°27'32"W	4°16'10"
C2	28.00'	24.88'	13.33'	24.07'	S61°46'50"W	50°54'44"
C3	27.75'	16.19'	8.33'	15.96'	N75°27'26"W	33°25'29"
C4	346.65'	31.67'	15.85'	31.66'	N56°06'32"W	5°14'05"
C5	23.85'	26.66'	14.92'	25.30'	S71°58'45"W	64°02'53"
C6	346.65'	6.04'	3.02'	6.04'	S58°13'38"E	0°59'53"

TEMPORARY CONSTRUCTION EASEMENT FOR CUT/FILL SLOPE & ROADWAY CONSTRUCTION

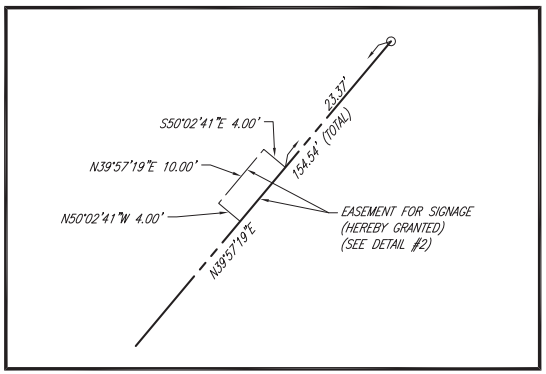
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N52°58'55"E	43.87'
L2	N50°06'32"E	7.90'
L3	N41°28'08"E	19.38'
L4	N21°44'13"E	20.71'
L5	N53°28'19"E	35.87'
L6	N47°29'21"E	41.35'

EASEMENT FOR RETAINING WALL

L7	N72°42'18"E	33.81'
L8	N39°57'19"E	13.91'
L9	N47°21'09"W	8.41'
L10	N42°38'51"E	17.08'
L11	S50°02'41"E	15.60'



DETAIL #1
NOT TO SCALE



DETAIL #2
NOT TO SCALE

EASEMENT FOR RETAINING WALL

COMMONWEALTH OF VIRGINIA
NICHOLAS KOUGOULIS
Lic. No. 3046
9/1/26
LAND SURVEYOR

PLAT SHOWING
STREET DEDICATION
AND
VARIOUS EASEMENTS
ON THE LAND OF
COLCHESTER APARTMENTS LLC
WOODBRIDGE MAGISTERIAL DISTRICT
PRINCE WILLIAM COUNTY, VIRGINIA
SCALE: 1"=25' JANUARY 23, 2026
SHEET 2 OF 2

25 0 25 50 75
Scale: 1" = 25'

ATTACHMENT
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Rinker Design Associates, LLC
Engineering * Surveying * Land Planning * Transportation * Environmental Services
11100 Eldorado Corporate Center, Suite 200, Manassas, VA, 20110 contact@rinkerda.com www.rinkerda.com
Telephone: (703) 368-7373 Fax: (703) 257-5443
"Turning Challenges into Opportunities"

DRAWING NAME: \\cm-data\work\19096\020 Colchester Road\03 Survey\Plats\(002) 8391-56-6342.dwg | Plotted on 4/2/2026 10:33 AM | by Patty Campbell

PRINCE WILLIAM COUNTY
Office of the County Executive
Christopher Shorter, County Executive

STAFF REPORT

Board of County Supervisors
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Jeannie M. LaCroix
George T. Stewart
Yesli Vega

Board Meeting Date:	September 22, 2026
Agenda Title:	Authorize Condemnation and Exercise Quick-Take Powers, in Accordance with Chapter 3 of Title 25.1 of the Virginia Code, to Acquire Property and Various Easements on Property Located at 14698 Colchester Road, Owned by Colchester Apartments LLC, a Virginia Liability Company, in Connection with the Colchester Road Sidewalk Improvement Project
District Impact:	Woodbridge Magisterial District
Requested Action:	Authorize condemnation and exercise quick-take powers to acquire property and various easements in connection with the Colchester Road Sidewalk Improvement Project.
Department / Agency Lead:	Department of Transportation and Capital Construction
Staff Lead:	Ricardo Canizales, Director

EXECUTIVE SUMMARY

The Colchester Road Sidewalk Improvement Project (Project) consists of constructing missing segments of sidewalk on Colchester Road at the intersection of Colchester Road, Featherstone Road, and Blackburn Road. The Project also includes installing two additional crosswalks at the intersection with pedestrian push buttons to bring the intersection into compliance with the Americans with Disabilities Act (ADA).

The Prince William Board of County Supervisors (Board) authorized the execution of a County-State Agreement for local administration, Project Number EN24-076-379, on September 3, 2024, via Res. No. 24-580. The Project was included in the Fiscal Year 2026-2031 Capital Improvement Program, which was recommended for approval by the Planning Commission on March 26, 2025, and adopted by the Board on April 22, 2025.

To accommodate the construction of the Project and avoid additional costs resulting from Project delays, the acquisition of property and various easements is required, as set forth in the background summary and in the attachment to the Resolution.

It is the recommendation of County staff that the Board authorizes condemnation and exercises quick-take powers, in accordance with Chapter 3 of Title 25.1 of the Virginia Code, to acquire property and various easements on property located at 14698 Colchester Road, owned by Colchester Apartments LLC, a Virginia Liability Company, in connection with the Colchester Road Sidewalk Improvement Project.

BACKGROUND

A. **Project Description** – The Project consists of constructing missing segments of sidewalk on Colchester Road at the intersection of Colchester Road, Featherstone Road, and Blackburn Road. The Project also includes installing two additional crosswalks at the intersection with pedestrian push buttons to bring the intersection into compliance with the ADA.

The Board authorized the execution of a County-State Agreement for local administration, Project Number EN24-076-379, on September 3, 2024, via Res. No. 24-580. The Project was included in the Fiscal Year 2026-2031 Capital Improvement Program, which was recommended for approval by the Planning Commission on March 26, 2025, and adopted by the Board on April 22, 2025.

B. **Project Timeline Requirements** – To maintain the project timeline and the ongoing scheduled construction, the acquisition of the property interests described below must be authorized by the Board. In accordance with Section 25.1-306 Va. Code Ann., the County is required to provide a 30-45 day notice to the owner of its intent to record and file the Certificate of Taking. The September 22, 2026, authorization will permit the lawful recording of the property acquisitions in the land records, thereby allowing the utility relocation phase of the Project to be started and completed in time for the scheduled construction start date of fall 2026.

C. **Project Property Interest Requirements** – To meet the project utility relocation and construction timelines, acquisition of the following property interests is required:

1. Colchester Apartments LLC (Owner) – 14698 Colchester Road – On April 13, 2026, an offer of $46,300, the full amount of the appraisal for property interests shown below, was sent to the Owner via certified and regular mail by County staff. The offer included a written statement explaining the factual basis for the County's offer and provided the required title report, plat, plan sheets, and appraisal, consistent with Section 25.1-204 of the VA Code Ann. At this time, an agreement has yet to be reached, and due to the project timeline, it is necessary for the Project to move forward to avoid additional costs resulting from project delays. The Owner was briefed on the necessity of the condemnation and indicated their understanding of the process and that negotiations would continue.

    a. Public Street Dedication – 620 square feet of land is needed for public street dedication.

    b. Permanent Signage Easements – 59 square feet of land is needed for permanent signage easements.

    c. Permanent Retaining Wall Easement – 651 square feet of land is needed for a permanent retaining wall easement.

d. Temporary Construction Easements for Cut/Fill Slope and Roadway Construction – 1,917 square feet of land is needed for temporary construction easements for cut/fill slope and roadway construction.

e. Temporary Construction Easement for Access and Staging – 1,147 square feet of land is needed for a temporary construction easement for access and staging.

STAFF RECOMMENDATION

County staff recommends that the Board authorize condemnation and exercise quick-take powers, in accordance with Chapter 3 of Title 25.1 of the Virginia Code, to acquire property and various easements on property located at 14698 Colchester Road, owned by Colchester Apartments LLC, a Virginia Liability Company, in connection with the Colchester Road Sidewalk Improvement Project.

Service Level / Policy Impact

Acquisition of the right-of-way and easements will further the County's Mobility Strategic Plan goal of "fostering an inter-connected and accessible transportation network that advances the County's mobility infrastructure, broadens transportation choices, and enhances safety." Specifically, the completed project will support Key Objective 2, Strategy B, to "enhance transportation infrastructure to provide regional connectivity to and from Prince William County and other critical areas of the DMV".

Fiscal Impact

A total of $2,689,204 is currently available in the Project budget. The total fiscal impact is $46,300. The Project budget amount is sufficient to fund the expenditure required to file the Certificate of Taking for the property interests located at 14698 Colchester Road.

Legal Impact

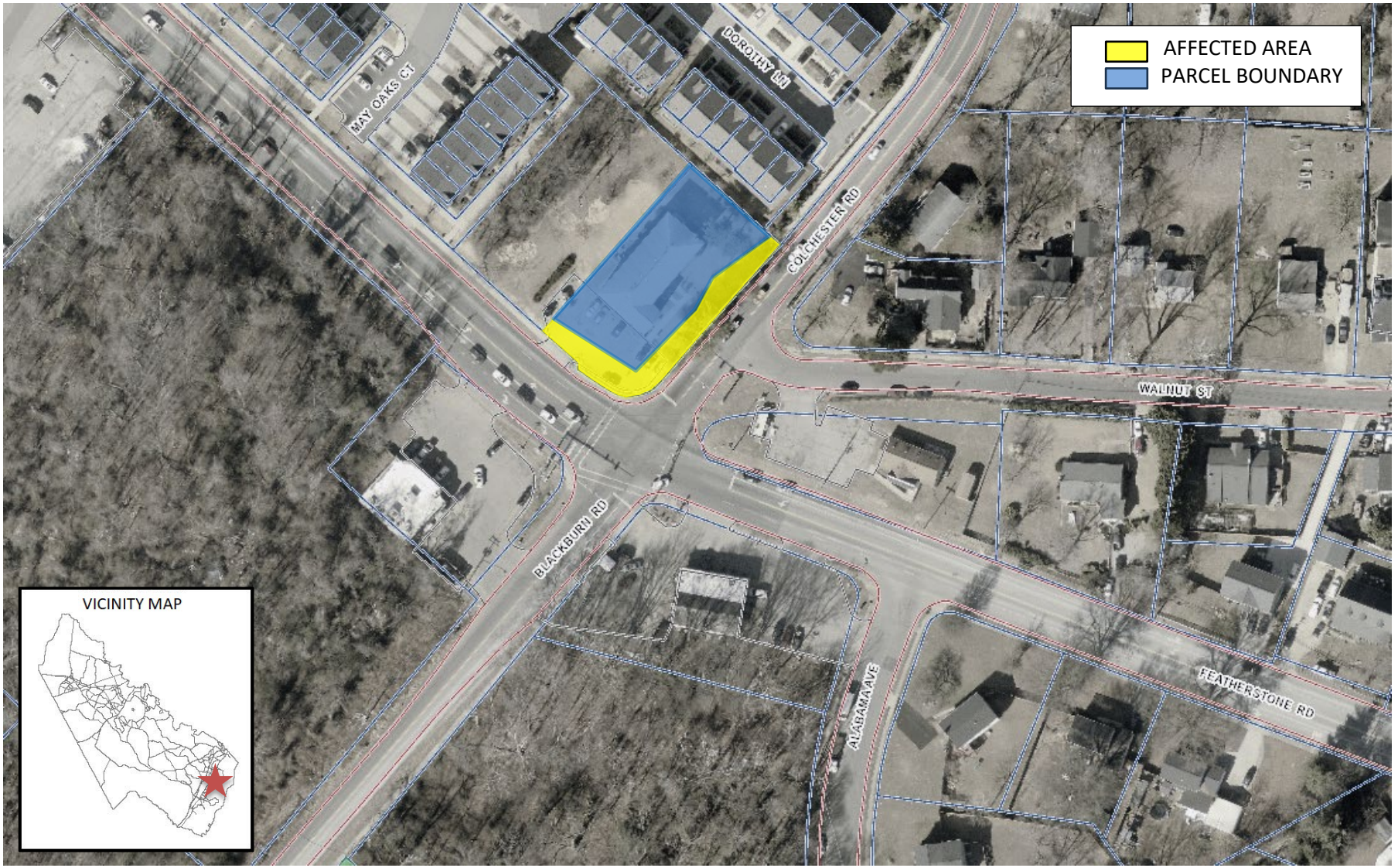
A public hearing is required by Section 15.2-1905(C) Va. Code Ann., prior to the Board's approval of condemnation and exercise of quick-take powers to acquire the property and various easements, which affords the property owner the opportunity to respond to the condemnation matter(s). The Prince William County Department of Transportation and Capital Construction will maintain all supporting documents related to the acquisition of the right-of-way and easements to ensure that approval does not exceed authority limits.

STAFF CONTACT INFORMATION

Art Klos | (703) 792-7123
aklos@pwcgov.org

ATTACHMENTS

1. Vicinity Map – COT 14698 Colchester Road
2. Parcel Impact Sketch – 14698 Colchester Road



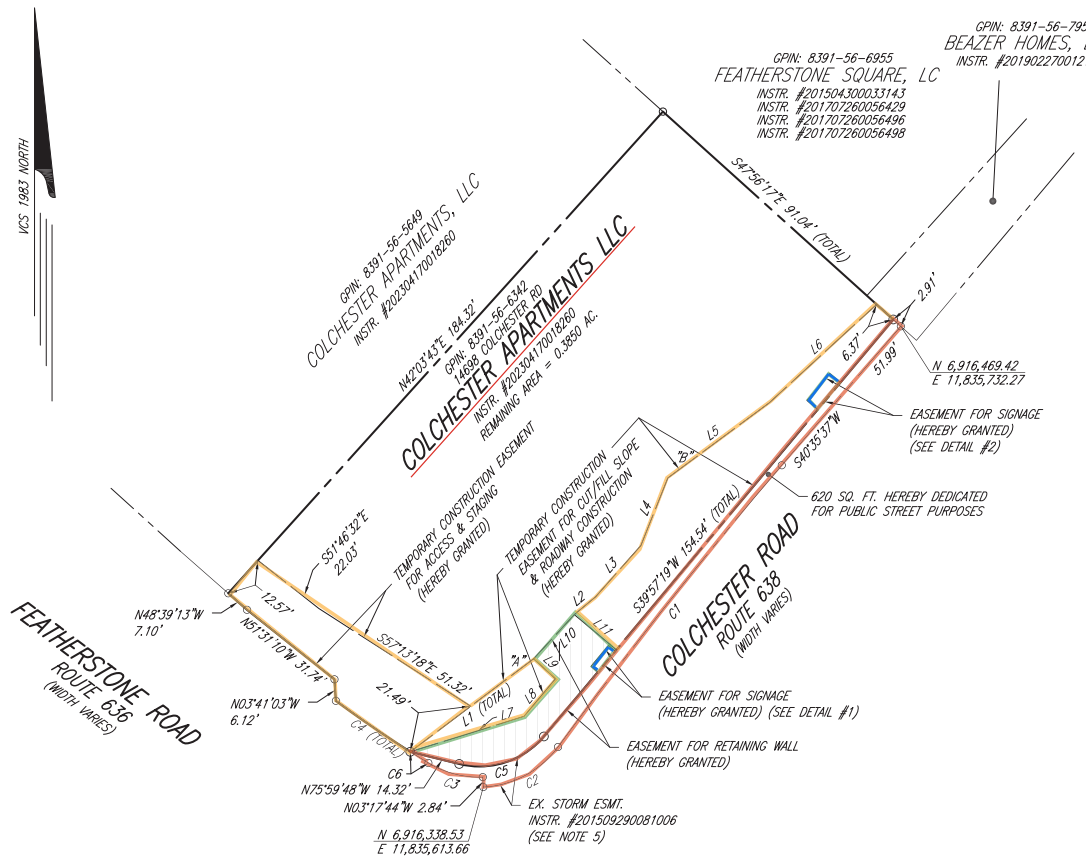
COT – 14698 COLCHESTER ROAD – COLCHESTER ROAD SIDEWALK PROJECT
WOODBRIDGE MAGISTERIAL DISTRICT
SEPTEMBER 22, 2026

N

PRINCE WILLIAM
-Transportation & Capital Construction

PARCEL IMPACT SKETCH

14698 Colchester Road



CURVE TABLE						
CURVE	RADIUS	ARC	TANGENT	CHORD	BEARING	DELTA
C1	1372.00'	102.23'	51.14'	102.21'	S38°27'32"W	4°16'10"
C2	28.00'	24.88'	13.33'	24.07'	S61°46'50"W	50°54'44"
C3	27.75'	16.19'	8.33'	15.96'	N75°27'26"W	33°25'29"
C4	346.65'	31.67'	15.85'	31.66'	N56°06'32"W	5°14'05"
C5	23.85'	26.66'	14.92'	25.30'	S71°58'45"W	64°02'53"
C6	346.65'	6.04'	3.02'	6.04'	S58°13'38"E	0°59'53"

TEMPORARY CONSTRUCTION EASEMENT FOR CUT/FILL SLOPE & ROADWAY CONSTRUCTION

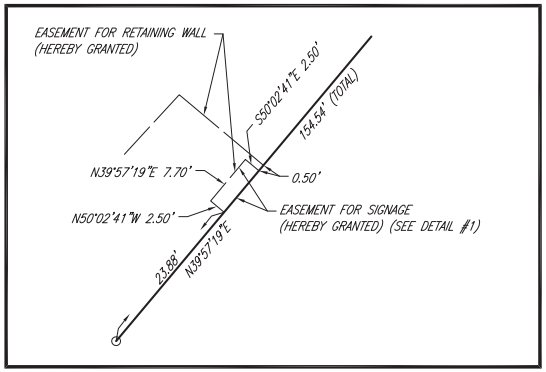
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N52°58'55"E	43.87'
L2	N50°06'32"E	7.90'
L3	N41°28'08"E	19.38'
L4	N21°44'13"E	20.71'
L5	N53°28'19"E	35.87'
L6	N47°29'21"E	41.35'

EASEMENT FOR RETAINING WALL

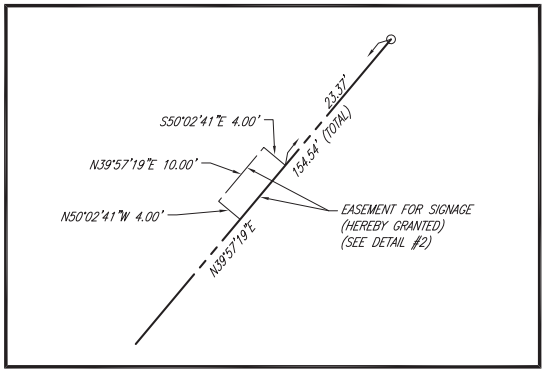
L7	N72°42'18"E	33.81'
L8	N39°57'19"E	13.91'
L9	N47°21'09"W	8.41'
L10	N42°38'51"E	17.08'
L11	S50°02'41"E	15.60'

COLOR LEGEND
- Street Dedication
- Signage Easement
- Retaining Wall Easement
- Temporary Construction Easements

Colchester Apartments LLC
14698 Colchester Rd



DETAIL #1
NOT TO SCALE



DETAIL #2
NOT TO SCALE

EASEMENT FOR RETAINING WALL

COMMONWEALTH OF VIRGINIA
NICHOLAS KOUGOULIS
Lic. No. 3046
LAND SURVEYOR

PLAT SHOWING
STREET DEDICATION
AND
VARIOUS EASEMENTS
ON THE LAND OF
COLCHESTER APARTMENTS LLC
WOODBRIDGE MAGISTERIAL DISTRICT
PRINCE WILLIAM COUNTY, VIRGINIA
SCALE: 1"=25' JANUARY 23, 2026
SHEET 2 OF 2

25 0 25 50 75
Scale: 1" = 25'

Rinker Design Associates, LLC
Engineering * Surveying * Land Planning * Transportation * Environmental Services
11100 Eldorado Court, Suite 200, Manassas, VA, 20110 contact@rinkerda.com www.rinkerda.com
Telephone: (703) 368-7373 Fax: (703) 257-5443
"Turning Challenges into Opportunities"

DRAWING NAME: \\cm-data\work\19096\020 Colchester Road\03 Survey\Plats\(002) 8391-56-6342.dwg | Plotted on 4/2/2026 10:33 AM | by Patty Campbell

MOTION: **September 22, 2026**
Regular Meeting
SECOND: **Ord. No. 26-**

RE: **Special Use Permit #SUP2026-00021, Truist Smoketown Station – Occoquan Magisterial District**

ACTION:

WHEREAS, this is a request for a Special Use Permit to allow a two-lane drive-through facility in association with a by-right financial institution; and

WHEREAS, the site is located at the northeast intersection of Smoketown Road and Prince William Parkway and is addressed at 13815 Smoketown Road. The parcel is identified on the County's Maps as GPIN 8292-42-9759; and

WHEREAS, the site is designated MU-4, Mixed Use with Transect 4, in the Comprehensive Plan; and

WHEREAS, the subject site is currently zoned PBD, Planned Business District, and is located in the Highway Corridor Overlay District and in The Landing at Prince William Small Area Plan; and

WHEREAS, staff has reviewed the subject application and recommends approval, for reasons as stated in the staff report; and

WHEREAS, the Prince William County Planning Commission, at its public hearing on July 15, 2026, recommended approval, as stated in Resolution Number 26-082; and

WHEREAS, the Prince William Board of County Supervisors (Board) duly ordered, advertised in a local newspaper for a period of two weeks, and held a public hearing on September 22, 2026, at which time public testimony was received, and the merits of the above-referenced case were considered; and

WHEREAS, the Board finds that public necessity, convenience, general welfare, and good zoning practice are served by approval of this request;

NOW, THEREFORE, BE IT ORDAINED that the Prince William Board of County Supervisors hereby approves Special Use Permit #SUP2026-00021, Truist Smoketown Station, subject to the conditions dated May 8, 2026;

BE IT FURTHER ORDAINED that the Prince William Board of County Supervisors' approval and adoption of any conditions does not relieve the applicant and/or subsequent owners from compliance with the provisions of any applicable ordinances, regulations, or adopted standards.

ATTACHMENT: Conditions, Dated May 8, 2026

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

For Information:
Planning Director

Applicant:
Jonelle Cameron
Walsh, Colucci, Lubeley & Walsh
4310 Prince William Parkway, Suite 300
Woodbridge, VA 22192

ATTEST: _____
Clerk to the Board

Conditions
Owner: KIR Smoketown Station LP
Applicant: Truist
Special Use Permit: #SUP2026-00021, Truist Smoketown Station
Prince William County GPINs: 8292-42-9759
Acreage: ±0.91 acres (the "Property")
Zoning: PBD, Planned Business District
Magisterial District: Occoquan
Date: May 8, 2026

The following conditions are intended to offset the impacts of the proposal and to render the application consistent with the applicable chapters of the Comprehensive Plan and the surrounding areas. If the conditions of this Special Use Permit ("SUP") or the Special Use Permit Plan are in conflict with the approved proffers, Zoning Ordinance and/or the Design Construction Standards Manual (the "DCSM") at the time of final site plan review or approval, the more restrictive standards shall apply.

The Applicant shall file a site plan within one (1) year of approval of this SUP by the Board of County Supervisors and shall have up to five (5) years from the date of the final site plan approval to commence the proposed use. Completion of all site plan improvements, as shown on the approved final site plan, shall constitute commencement of the use.

1. Development: The Property shall be developed in substantial conformance with the special use permit plan entitled "#SUP2026-00021, Truist Smoketown Station " prepared by Bohler Engineering, dated December 18, 2025, last revised May 8, 2026, (the "SUP Plan").

2. Use Parameters:

    a. The use approved with this SUP shall be limited to two (2) drive-through lanes in connection with a by-right financial institution, as shown on the SUP Plan. The use permitted with this SUP does not limit or restrict the by-right B-1 zoning district uses otherwise allowed on the Property.

3. Community Design:

    a. Landscaping: All landscaping shall be provided in substantial conformance with the SUP Plan. All new plantings shall be drought-resistant and native to Virginia.

    b. Lighting: All onsite lighting shall be directed downward and shall not be directed towards the property lines. No neon or spot lighting shall be permitted. Any new

freestanding parking lot light poles shall have a maximum height of 20 feet. All pole heights and locations shall be noted on the approved final site plan.

c. Dumpster Enclosure: The materials and colors used for the dumpster enclosure shall be architecturally compatible with the existing building. The dumpster enclosure shall remain closed when not in use. The Applicant shall provide screening for the dumpster enclosure in accordance with the applicable sections of the Zoning Ordinance and DCSM.

4. Environment/ Water Quality: The Applicant shall contribute $75 per acre (±0.91 acres) to the Board of County Supervisors prior to and as a condition of final site plan approval for the County to conduct water quality monitoring, stream restoration and/or drainage improvements.

5. Maintenance of the Property:

   a. Graffiti Removal: The Applicant shall remove litter, trash, and debris from the site daily.

   b. Site Maintenance: The Applicant shall remove litter, trash, and debris from the site on a daily basis, or as needed.

6. Transportation:

   a. Access: Vehicular access to the Property shall be provided as shown on the SUP Plan.

   b. Bicycle Rack: The Applicant shall provide a minimum of 1 bicycle rack. Compliance with this condition shall be demonstrated on the final site plan.

   c. Obstruction of Travelways: The Applicant shall ensure that all vehicles associated with the SUP use do not obstruct the travelways, sidewalks, fire lanes, site access, and adjoining road network or encroach upon buffer and landscaped areas, as shown on the SUP Plan.

7. Water and Sewer Connection: The Property shall be connected to public water and sewer.

8. Escalator: In the event the monetary contributions set forth in the development conditions are paid to the Prince William Board of County Supervisors within 18 months of the approval of this SUP, as applied for by the Applicant, said contributions shall be in the amounts stated

herein. Any monetary contributions set forth in the development conditions which are paid after 18 months following the approval of this SUP shall be adjusted in accordance with the Urban Consumer Price Index (CPI-U) published by the United States Department of Labor, such that at the time the contributions are paid they shall be adjusted by the percentage change in the CPI-U from the date 18 months after the approval of this rezoning to the most recently available CPI-U to the date the contributions are paid, subject to a cap of 6% percent per year, non-compounded.

PRINCE WILLIAM COUNTY

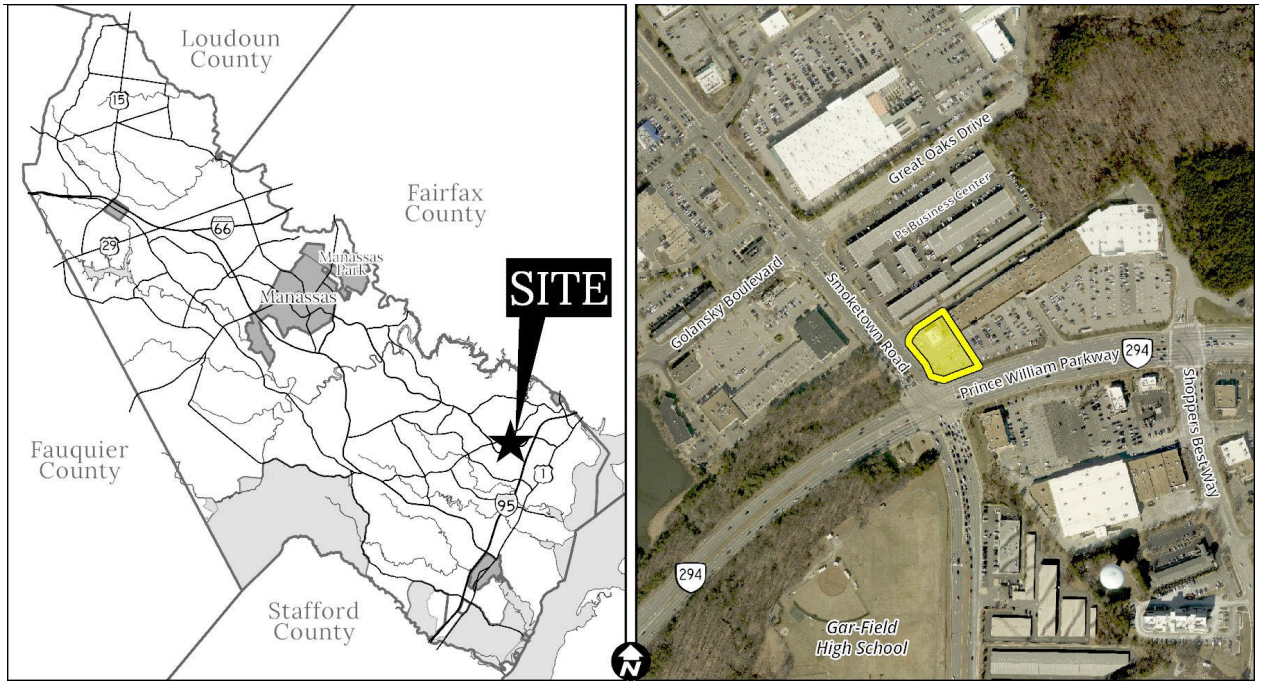
Office of the County Executive
Christopher J. Shorter

STAFF REPORT

Board of County Supervisors
Deshundra L. Jefferson, Chair
Victor S. Angry, Vice Chair
Andrea O. Bailey
Kenny A. Boddye
Tom Gordy
Jeannie M. LaCroix
George T. Stewart
Yesli Vega

BOCS Meeting Date:	September 22, 2026
Agenda Title:	Special Use Permit #SUP2026-00021, Truist Smoketown Station
District Impact:	Occoquan Magisterial District
Requested Action:	Approve #SUP2026-00021, Truist Smoketown Station with Conditions dated May 8, 2026.
Department:	Planning Office
Staff Lead:	Tanya M. Washington, AICP, Director of Planning

EXECUTIVE SUMMARY



This is a Special Use Permit request to allow a two-lane drive-through facility in association with a by-right financial institution. The ±0.91-acre property is located at the northeast intersection of Smoketown Road and Prince William Parkway and is addressed as 13815 Smoketown Road. The parcel is identified on the County's Map as GPIN 8292-42-9759; is Zoned PBD, Planned Business District; and is designated MU-4, Mixed Use, in the County's Comprehensive Plan. The property is located within the Highway Corridor Overlay District and in The Landing at Prince William Small Area Plan.

The Planning Commission and Staff recommend that the Board of County Supervisors approve Special Use Permit #SUP2026-00021, Truist Smoketown Station, subject to conditions dated May 8, 2026.

BACKGROUND

A. Request: This is a Special Use Permit (SUP) request to allow a two-lane drive-through facility in association with an existing by-right financial institution.

B. Site Location: The ±0.91-acre site is located at 13815 Smoketown Road Woodbridge, VA 22192, within the Smoketown Station shopping center, and is identified on County Maps as GPIN 8292-42-9759.

C. Comprehensive Plan: The subject site is designated MU-4, Mixed Use with Transect 4, in the Comprehensive Plan.

D. Zoning: The site is zoned PBD, Planned Business District.

E. Surrounding Land Uses: The site falls within the Landing at Prince William Small Area Plan, and the Highway Corridor Overlay District. The site is immediately surrounded to the south, east, and west by commercial uses, and to the north by industrial uses.

F. Background and Context: The site currently operates with one drive-through lane as a lawful nonconforming use associated with #NCU2025-00068. The existing drive-through lane was built before drive-through facilities were designated as a special use in the zoning ordinance. Approval of this SUP request will bring the site into conformance and will allow a two-lane drive-through facility in association with an existing by-right financial institution.

G. Planning Commission Recommendation: At the July 15, 2026, public hearing, the Planning Commission recommended approval of #SUP2026-00021, Truist Smoketown Station, subject to conditions dated May 8, 2026.

STAFF RECOMMENDATION

Staff recommends approval of Special Use Permit #SUP2026-00021, Truist Smoketown Station, subject to the conditions dated May 8, 2026, for the following reasons:

- A by-right financial institution and associated one-lane drive-through facility already exists on the site. The proposal will have minimal impact on the existing development to add an additional lane.

- The use will contribute to the economy of Smoketown Station shopping center and complement its neighboring uses.

- Through the SUP conditions the proposed development mitigates impacts associated with the proposed use.

Comprehensive Plan Consistency Analysis

Long-Range Land Use Plan: This site is classified as MU-4, Mixed Use with a Transect 4, in the County's Comprehensive Plan. The proposal's commercial use aligns with the targeted uses for both the long-range land use designation and the PBD zoning district. The proposed two-lane drive-through facility in association with an existing by-right financial institution is a permitted use in the PBD subject to the conditions of an approved Special Use Permit ("SUP"). The surrounding uses and land use designations are consistent and compatible with the proposed special use permit.

Level of Service (LOS): The proposed two-lane drive-through facility in association with an existing by-right financial institution, will modify an existing one-lane drive-through facility in association with an existing by-right financial institution, and will not increase existing levels of service.

Community Input

Notice of the special use permit application has been transmitted to property owners within 500 feet of the site. As of the date of this staff report, the Planning Office has not received any verbal or written comments on this proposal and is not aware of any opposition.

Other Jurisdiction Comments

The subject site is located outside of the required notification area for adjacent jurisdictions.

Legal Issues

If the special use permit is approved, the two-lane drive-through facility would be allowed pursuant to the SUP and as conditioned by Staff. Legal issues resulting from the Board of County Supervisor's action are appropriately addressed by the County Attorney's Office.

Timing

There is no legal timeframe for the Board of County Supervisors' action on a special use permit application. However, it is the Planning Office's recommendation that final action be taken within one year of acceptance of the application. In this case, the one-year timeframe will end on February 24, 2027.

STAFF CONTACT INFORMATION

Micah Modesto | (703) 792-8176
MModesto@pwcgov.org

ATTACHMENTS

Attachment A: Staff Analysis
Attachment B: SUP Plan
Attachment C: Planning Commission Resolution No. 26-082
Attachment D: Historical Commission Resolution No. 26-013

Part I. Summary of Comprehensive Plan Consistency

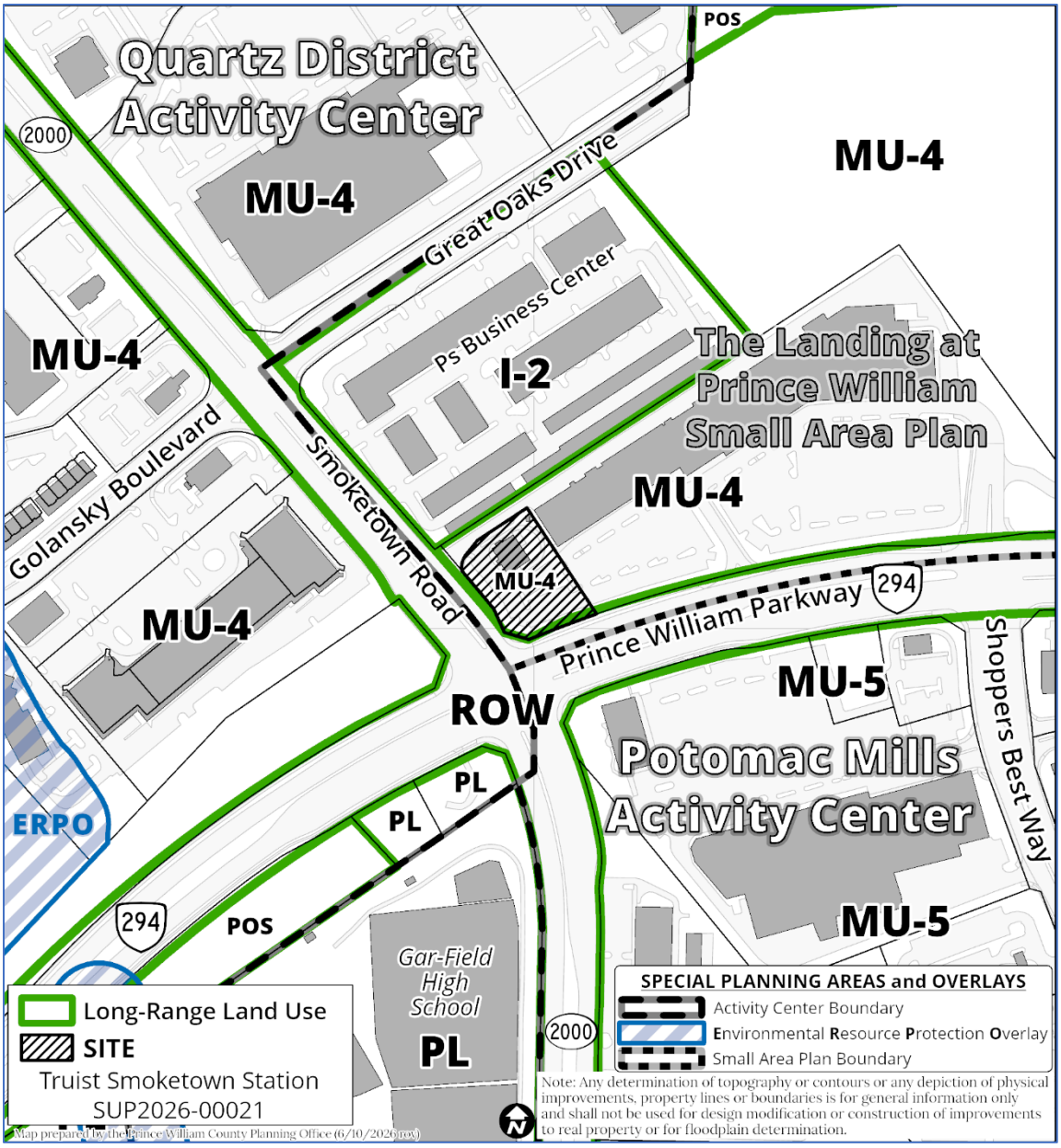
Staff Recommendation: APPROVAL

This summary analysis is based on the relevant Comprehensive Plan action strategies, goals, and policies. A complete analysis is provided in Part II of this report.

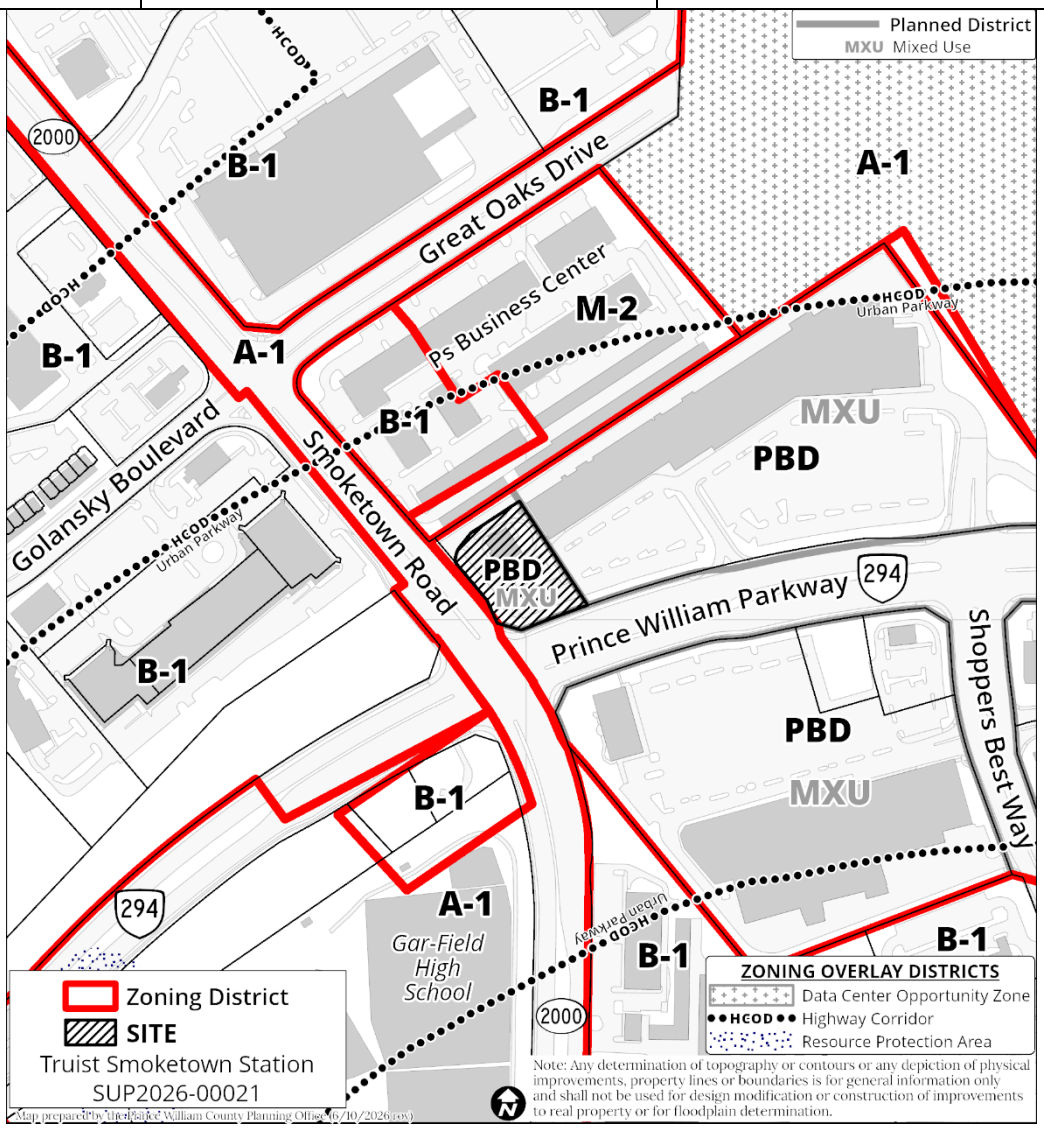
Comprehensive Plan Sections	Plan Consistency
Long-Range Land Use	Yes
Community Design	Yes
Cultural Resources	Yes
Environment	Yes
Fire and Rescue	Yes
Police	Yes
Transportation	Yes

Part II. Comprehensive Plan Consistency Analysis

Direction	Land Use	Long Range Land Use Map Designation
Subject Site	Existing bank with one drive-through lane within Smoketown Station shopping center	MU-4, Mixed Use Community
North	Industrial business center	I-2, Industrial
South	Shopping center across Prince William Parkway	MU-5, Mixed Use Town Center
East	Connected Smoketown Station shopping center	MU-4, Mixed Use Community
West	Shopping center across Smoketown Road	MU-4, Mixed Use Community


Quartz District Activity Center
MU-4
POS
2000
Great Oaks Drive
MU-4
MU-4
Ps Business Center
I-2
The Landing at Prince William Small Area Plan
MU-4
Golansky Boulevard
Smoketown Road
MU-4
MU-4
Prince William Parkway
294
MU-5
ROW
Shoppers Best Way
Potomac Mills Activity Center
PL
PL
ERPO
294
POS
Gar-Field High School
PL
MU-5
2000
Long-Range Land Use
SITE
Truist Smoketown Station
SUP2026-00021
SPECIAL PLANNING AREAS and OVERLAYS
Activity Center Boundary
Environmental Resource Protection Overlay
Small Area Plan Boundary
Note: Any determination of topography or contours or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for design modification or construction of improvements to real property or for floodplain determination.
Map prepared by the Prince William County Planning Office (6/10/2026 rox)

Direction	Land Use	Zoning
Subject Site	Existing bank with one drive-through lane within Smoketown Station shopping center	PBD, Planned Business District
North	Industrial business center	B-1, General Business, M-2, Light Industrial
South	Shopping center across Prince William Parkway	PBD, Planned Business District
East	Connected Smoketown Station shopping center	PBD, Planned Business District
West	Shopping center across Smoketown Road	B-1, General Business



Long-Range Land Use Plan Analysis

Through wise land use planning, the County ensures that landowners are provided a reasonable use of their land while the County can judiciously use its resources to provide the services for residents and employers' needs. The Long-Range Land Use Plan sets out policies and action strategies that further the County's goal of concentrating on population, jobs, and infrastructure within vibrant, walkable, mixed-use centers serviced by transit. In addition to delineating land uses on the Long Range Land Use Map, the Plan includes smart growth principles that promote a countywide pattern of land use that encourages fiscally sound development and achieves a high-quality living environment; promotes distinct centers of commerce and centers of community; complements and respects our cultural and natural resources, and preserves historic landscapes and site-specific cultural resources; provides adequate recreational, park, open space and trail amenities that contribute to a high quality of life for county residents; and revitalizes, protects, and preserves existing neighborhoods.

The project site is designated in the Comprehensive Plan as MU-4, Mixed Use with a Transect 4. The following table summarizes the uses and densities intended within the MU-4 classification as it relates to this project.

Long-Range Land Use Map Designation	Description of Land Use Designation
MU-4, Mixed Use - Community	Mixed Use live work centers include both residential and commercial uses arranged in a pedestrian-friendly form. These centers are locations for community commercial, entertainment destinations, and public facilities directly accessible to surrounding neighborhoods. Streets are interconnected and serve cars, cyclists, and pedestrians. Mixed Use Centers should be connected by bus transit to nearby destinations and to nearest rail transit. Affordable and work force housing is encouraged Countywide. Primary Uses: Single Family Detached/Attached Multi-Family Residential Retail & Service Commercial Office

Zoning District and Overlay Designation	Intended Uses
PBD, Planned Business District	The Planned Development—Business District (PBD) is intended to provide for the flexibility of design necessary to implement the economic development goals and objectives of the County as set forth in the Comprehensive Plan. More specifically, it is intended to implement the regional employment center, office, and flexible use employment center land use classifications of the Comprehensive Plan. The PBD should be established in areas served by a freeway or interstate highway or serviced by a minor arterial or greater designation roadway. The objectives of the PBD are as follows:

	1. Provide an opportunity for a planned nonresidential development which allows the mixing of commercial, research and development, office complexes, and certain types of manufacturing and related land uses; 2. Encourage the clustering of related industries; 3. Provide development guidelines which will produce a campus/park atmosphere or an integrated center for commerce and industry by establishing development standards for building setbacks, lot coverages, and permitted uses; 4. Encourage designs which will promote pedestrian access to support facilities; 5. Preserve trees and other environmental amenities; 6. Establish an efficient transportation system which supports pedestrian activities and integrates public and private transportation networks; 7. Promote the efficient use of utilities and infrastructure, and encourage architectural compatibility between and among structures within the PBD; and 8. Encourage the development of a site in a manner that promotes economical and efficient land use, an enhanced level of amenities, and variety in physical development and creative design.
HCOD, Highway Corridor Overlay District	The site is located within the HCOD, Highway Corridor Overlay District. The standards in the Prince William County's DCSM, Design and Construction Standards Manual, are intended to protect the health, safety and welfare of the motoring public by preventing or reducing traffic congestion and distracting visual clutter associated with developments along major thoroughfares in the County. The standards achieve the stated purpose and intent by addressing the following physical characteristics of development: buffer and landscaping, access, lighting, outdoor storage, architecture of shopping centers and signage. This district is created to mitigate adverse impacts resulting from development along major throughfares in Prince William County. HCODs are established in areas where land development along highways will likely have an adverse impact on the level or quality of service of traffic function which will tend to increase danger and congestion in the streets or impede the maintenance or creation of a convenient, attractive, and harmonious community.
The Landing at Prince William Small Area Plan	The site is located within the Landing at Prince William Small Area Plan. The Landing at Prince William, formerly known as the Parkway Employment Center, Small Area Plan intends to reinvent and capitalize on one of Prince William County's last largely undeveloped areas ripe for increased economic growth. The small area plan has been prepared to further the economic development goals of the County to provide opportunities for high-quality employment integrated within a vertical mixed-use Town Center that will foster local and regional economic opportunities. The primary focus of The Landing at Prince William Small Area Plan is to create a sustainable transit-oriented community anchored around a vibrant Arts & Entertainment District while also preserving existing natural resources.

Long Range Land Use Analysis

The following are applicable Land Use Policies from Comprehensive Plan:

LAND USE POLICY 2: Encourage land use densities and intensities that promote efficient development patterns throughout the County.

> LU 2.3: Direct new development to areas served by transit corridors, particularly designated activity centers, town centers, and redevelopment corridors, and appropriate areas within Small Area Plans.

Proposal's Strengths

- Zoning Consistency: The property is designated MU-4, Mixed Use, in the Comprehensive Plan, and is zoned PBD, Planned Business District. Financial institutions are by-right, and drive-through facilities are permitted subject to the approval of a Special Use Permit (SUP). The application meets the use standards for development within this zone.

- Use Consistency: The proposal's commercial use aligns with the targeted uses for both the long-range land use designation and the zoning. The use also complements the existing financial institution and drive-through facility and the surrounding uses within the Smoketown Station shopping center.

Proposal's Weaknesses

- None identified.

Consistency Recommendation

Staff recommends that this application is consistent with the relevant components of the Long-Range Land Use Plan.

Community Design Plan Analysis

An attractive, well-designed County will attract quality development, instill civic pride, improve the visual character of the community, and create a strong, positive image of Prince William County. The Community Design Plan sets out policies and action strategies that further the County's goals of providing quality development and a quality living environment for residents, businesses, and visitors, and creating livable and attractive communities. The Plan includes recommendations relating to building design, site layout, circulation, signage, access to transit, landscaping and streetscaping, community open spaces, natural and cultural amenities, stormwater management, and the preservation of environmental features.

The subject property is located within the Landing at Prince William Small Area Plan, which is a sustainable, pedestrian-friendly, transit-oriented, vertical mixed-use Town Center anchored by a vibrant arts and entertainment district that fosters both local and regional economic opportunities

while also preserving the extensive natural resources.

Proposal's Strengths

- Site Development: The site will be developed in substantial conformance with the layout shown on the SUP plan.

- Bicycle Rack: The Landing at Prince William Small Area Plan encourages pedestrian connections and the provision of bicycle racks. The applicant has conditioned to provide a bicycle rack on the site.

- Dumpster Enclosure: The materials and colors used for the dumpster enclosure shall be architecturally compatible with the existing building. The dumpster enclosure shall remain closed when not in use. The Applicant shall provide screening for the dumpster enclosure in accordance with the applicable sections of the Zoning Ordinance and DCSM.

Proposal's Weaknesses

- None identified.

Consistency Recommendation:

Staff recommends that this application is consistent with the relevant components of the Community Design Plan.

Cultural Resources Plan Analysis

Prince William County promotes the identification, evaluation, and protection of cultural resource sites throughout the County, as well as the tourism opportunities these sites present. The Cultural Resources Plan recommends identifying, preserving, and protecting Prince William County's significant historical, archaeological, architectural, and other cultural resources – including those significant to the County's minority communities – for the benefit of all of the County's citizens and visitors. To facilitate the identification and protection of known significant properties that have cultural resource values worthy of preservation, the land use classification County Registered Historic Site (CRHS) is used in the Comprehensive Plan. The Plan includes areas of potentially significant known but ill-defined or suspected pre-historic sites, Civil War sites, historic viewsheds, landscapes or areas of potential impact to important historic sites, and encourages the identification, preservation, protection, and maintenance of all cemeteries and/or gravesites located within the County.

There are no archaeological and architectural sites or graves recorded in the project area. The County's Historical Commission reviewed this request at its March 10, 2026, meeting and recommended no further work for the requested Special Use Permit (SUP). The Historical Commission's Resolution No. 26-013 for this SUP is attached to the end of this report. The County Archaeologist concurs with this finding.

Proposal's Strengths

- No Further Work: On March 10, 2026, the County's Historical Commission reviewed this Special Use Permit (SUP) request and determined that no further work was needed by the Applicant.

Proposal's Weaknesses

- None identified.

Consistency Recommendation

Staff recommends that this application is consistent with the relevant components of the Cultural Resources Plan.

Environment Plan Analysis

Prince William County has a diverse natural environment, extending from sea level to mountain crest. Sound environmental protection strategies will allow the natural environment to co-exist with a vibrant, growing economy. The Environment Plan sets out policies and action strategies that further the County's goal of preserving, protecting and enhancing significant environmental resources and features. The Plan includes recommendations relating to the incorporation of environmentally sensitive development techniques, improvement of air quality, identification of problematic soil issues, preservation of native vegetation, enhancement of surface and groundwater quality, limitations on impervious surfaces, and the protection of significant viewsheds.

Proposal's Strengths

- Landscaping: As conditioned, all landscaping shall be provided in substantial conformance with the SUP Plan. All new plantings shall be drought-resistant and native to Virginia.

Proposal's Weaknesses

- None identified.

Consistency Recommendation

Staff recommends that this application is consistent with the relevant components of the Environment Plan.

Fire and Rescue Plan Analysis

Quality fire and rescue services provide a measure of security and safety that both residents and businesses have come to expect from the County. The Fire and Rescue Plan sets out policies and

action strategies that further the County's goal of protecting lives, property, and the environment through timely, professional, humanitarian services essential to the health, safety, and well-being of the community. The Plan includes recommendations relating to siting criteria, appropriate levels of service, and land use compatibility for fire and rescue facilities. The Plan also includes recommendations to supplement response time and reduce risk of injury or death to County residents, establishment of educational programs, such as cardio-pulmonary resuscitation (CPR) training, automatic external defibrillators (AED), and encourage installation of additional fire protection systems – such as sprinklers, smoke detectors, and other architectural modifications.

Fire/Rescue Station #20 is the first due fire/rescue resource for the subject property. The site is within the required 4.0-minute travel time for Basic Life Support and Fire and within the required 8.0-minute travel time for Advanced Life Support. In FY 2025, Fire/Rescue Station #20 responded to 8,388 incidents, with a workload capacity of 6,000 incidents.

Proposal's Strengths

- Inside of 8.0-Minute Travel Time: The site is located within the required 8.0-minute travel time for advanced life support services.

- Inside of 4.0-Minute Travel Time: The site is located within the required 4.0-minute travel time for fire suppression and basic life support.

Proposal's Weaknesses

- Capacity Exceeded at first response facility: In FY2025, Fire/Rescue Station #20 responded to 8,388 incidents, which exceeded its workload capacity of 6,000 incidents.

Consistency Recommendation

Staff recommends that this application is consistent with the relevant components of the Fire and Rescue Plan.

Police Plan Analysis

Residents and businesses expect a high level of police service for their community. This service increases the sense of safety and protects community investments. The Police Plan is designed to promote Prince William County's public safety strategic goal to continue to be a safe community, reduce criminal activity, and prevent personal injury and loss of life and property, as well as to ensure effective and timely responses throughout the County. This Plan encourages funding and locating future police facilities to maximize public accessibility and police visibility as well as to permit effective, timely response to citizen needs and concerns. The Plan recommends educational initiatives, such as Neighborhood and Business Watch, and Crime Prevention through Environmental Design (CPTED), which encourages new development to be designed in a way that enhances crime prevention. The Plan also encourages effective and reliable public safety communications linking emergency responders in the field with the Public Safety Communications Center.

At this time, the Police Department does not believe this application will have significant impact on calls for service. The Applicant should coordinate with the Police Department as the site develops, and apply the various Crime Prevention Through Environmental Design (CPTED) principles, which can be found at the following: http://www.pwcgov.org/government/dept/police/Pages/CPTED.aspx
The Police Plan provides general policies but does not provide policies specific to site development.

Proposal's Strengths

- Minimal Impacts on Levels of Service: The police department does not anticipate that this change will generate additional service calls.

Proposal's Weaknesses

- None identified.

Consistency Recommendation

Staff recommends that this application is consistent with the relevant components of the Police Plan.

Transportation Plan Analysis

Prince William County promotes the safe and efficient movement of goods and people throughout the County and surrounding jurisdictions by providing a multi-modal approach to traffic circulation. The Transportation Plan establishes policies and action strategies that further the County's goal of creating and sustaining an environmentally friendly, multi-modal transportation system that meets the demands for intra- and inter-county trips, is integrated with existing and planned development, and provides a network of safe, efficient, and accessible modes of travel. The Plan includes recommendations addressing safety, minimizing conflicts with environmental and cultural resources, maximizing cost effectiveness, increasing accessibility of all travel modes, minimizing projected trip demand, and providing sufficient network capacity. The County recognizes that it is not possible to address congestion through road investments alone and has reduced the acceptable standard to Level of Service (LOS) of "E" specifically in Small Area Plans, in Activity Centers, and on Arterials. Projects should include strategies that result in a LOS "D" or better on all roadway corridors and intersections, reduce traffic demand through transportation demand management strategies, dedicate planned rights-of-way, provide transit infrastructure, pedestrian and bicycle pathways, and improved and coordinated access to transit facilities.

Proposal's Strengths

- Access: As conditioned, all vehicular access to the Property shall be provided as shown on the SUP Plan.

- Bicycle Rack: As conditioned, the Applicant shall provide a minimum of 1 bicycle rack. Compliance with this condition shall be demonstrated on the final site plan.

- Obstruction of Travelways: As conditioned, the Applicant shall ensure that all vehicles associated with the SUP use do not obstruct the travelways, sidewalks, fire lanes, site access, and adjoining road network or encroach upon buffer and landscaped areas, as shown on the SUP Plan.

Proposal's Weaknesses

- None identified.

Consistency Recommendation

Staff recommends that this application is consistent with the relevant components of the Transportation Plan.

Strategic Plan

This section of the report is intended to address the project's alignment with the outcomes provided within the County's Strategic Plan. The Strategic Plan posits that individuals, families and businesses prefer communities with a robust economy; easy access to jobs, services, and activities; that support even the most vulnerable in the community; are safe and secure; provide a quality education that assures lifelong learning and steady employment; and integrate smart growth principles. Based on community input from the online survey and the community conversations, eight focus or goal areas were identified for the 2025- 2028 Strategic Plan. It is important to note that no single area is viewed as more critical than another. Rather, each are interrelated and have a direct impact on each other. Collectively, these goal areas impact the quality of life in all facets of the community issues raised during the review of the proposal, which are not directly related to the policies, goals, or action strategies of the Comprehensive Plan, but which are materially relevant to the County's responsibilities in considering land use issues. The aspects of this proposal relating to the Strategic Plan are as follows:

- Goal 8: (Smart Growth/Goal Statement): Advance strategic and intentional community-oriented growth that strengthens and enhances the diversity and sustainability of the local economy and the County.

Materially Relevant Issues

This section of the report is intended to identify issues raised during the review of the proposal, which are not directly related to the policies, goals, or action strategies of the Comprehensive Plan, but which are materially relevant to the County's responsibilities in considering land use issues. The materially relevant issues in this case are as follows:

- None identified.

Proffer/Conditions Issues / Deficiencies

- None identified.

Agency Comments

The following agencies have reviewed the proposal, and their comments have been summarized in relevant comprehensive plan chapters of this report. Individual comments are in the case file in the Planning Office:

- PWC Archaeologist, Planning Office
- PWC Building Official
- PWC Department of Economic Development and Tourism
- PWC Fire Marshal Office
- PWC Historical Commission
- PWC Land Development Manager, Department of Development Services
- PWC Planning Office – Case Manager / Countywide Planning
- PWC Police / Crime Prevention
- PWC Department of Public Works – Environmental Services / Watershed Management
- PWC Service Authority
- PWC Department of Transportation
- Virginia Department of Transportation (VDOT)

SPECIAL USE PERMIT PLAN
#SUP2026-00021

FOR

TRUIST SMOKETOWN STATION

PROPOSED

TRUIST BANK IMPROVEMENTS PLAN

LOCATION OF SITE

13815 SMOKETOWN RD

WOODBRIDGE, VIRGINIA 22192

GPIN: 8292-42-9759



LOCATION MAP
SCALE: 1" = 2,000'
SOURCE: MICROSOFT CORPORATION

SHEET INDEX

SHEET TITLE	SHEET NUMBER
COVER SHEET	1
EXISTING CONDITIONS / DEMOLITION PLAN	2
SPECIAL USE PERMIT PLAN	3
LANDSCAPE PLAN	4

OWNER
KIR SMOKETOWN STATION LP
14103 DENVER WEST PKWY
GOLDEN, CO 80401
DAVID SMITH
(407) 237-1781

DEVELOPER
TRUIST
2300 E. COLONIAL DR
ORLANDO, FL 32803
DAVID SMITH
(407) 237-1781

PREPARED BY

BOHLER

CONTACT: CHRISTINA D. HUGHES, P.E.

BOHLER
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PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
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1	05/08/2026	COUNTY COMMENTS	ETN / CDH

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DRAWN BY: ETN
CHECKED BY: CDH
DATE: 05/08/2026
CAD I.D.: P-SUPP-COVS

PROJECT:
SPECIAL USE PERMIT PLAN
FOR
TRUIST
PROPOSED DEVELOPMENT
13815 SMOKETOWN RD
WOODBRIDGE, VIRGINIA
PRINCE WILLIAM COUNTY, VA

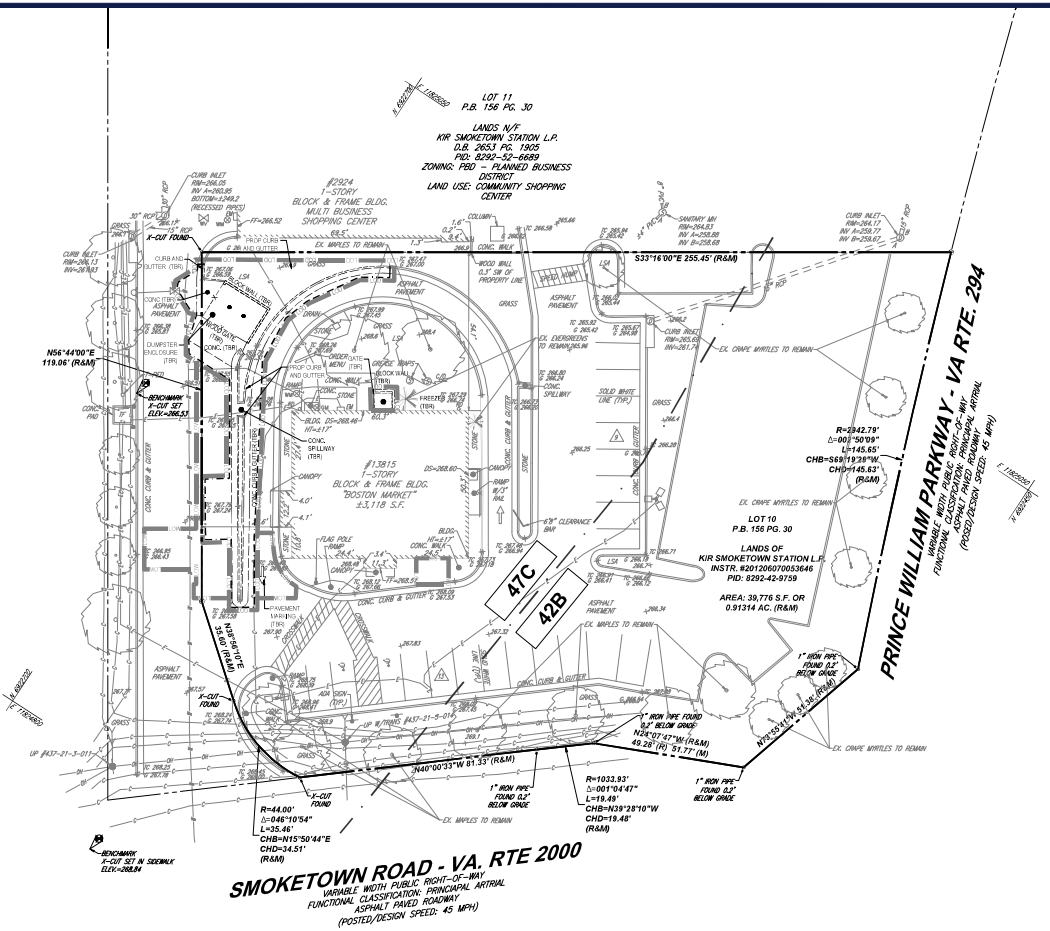
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COMMONWEALTH OF VIRGINIA
CHRISTINA D. HUGHES
Lic. No. 0402056566
05/08/2026
PROFESSIONAL ENGINEER

SHEET TITLE:
COVER SHEET

SHEET NUMBER:
1

REVISION 1 - 05/08/2026



EXISTING LEGEND

CONTOUR	123
SPOT ELEVATION	+ 123.0
EDGE OF PAVEMENT ELEVATION	# 123.0
TOP OF CURB ELEVATION	# 123.0
GUTTER ELEVATION	# 123.0
TOP OF WALL ELEVATION	# 123.0
BOTTOM OF WALL ELEVATION	# 123.0
TOP OF ISLAND ELEVATION	# 123.0
BOTTOM OF ISLAND ELEVATION	# 123.0
FIRE HYDRANT	
FIRE DEPARTMENT CONNECTION	
WATER VALVE	
GAS VALVE	
OVERHEAD WIRES	OH OH
APPROX LOC UNDERGROUND CABLE LINE PER UTILITY MARKOUT	C C
APPROX LOC UNDERGROUND ELEC LINE PER UTILITY MARKOUT	E E
APPROX LOC UNDERGROUND FIBER OPTIC LINE PER UTILITY MARKOUT	FO FO
APPROX LOC UNDERGROUND GAS LINE PER UTILITY MARKOUT	G G
APPROX LOC UNDERGROUND SEWER LINE PER REF__	
APPROX LOC UNDERGROUND TEL LINE PER UTILITY MARKOUT	T T
APPROX LOC UNDERGROUND WATER LINE PER UTILITY MARKOUT	W W
APPROX LOC UNDERGROUND STORM SEWER LINE PER REF__	
LIMITS OF FLOODPLAIN	FP FP
FLARED END SECTION	
UTILITY POLE	
TRAFFIC SIGNAL	
MONITORING WELL	
ELECTRIC METER	E
ELECTRIC BOX	E
TRANSFORMER	T
SANITARY MANHOLE	S
TELEPHONE MANHOLE	T
ELECTRIC MANHOLE	E
WATER MANHOLE	W
STORM DRAIN MANHOLE	D
WATER METER	W
GAS METER	GM
ROOF DRAIN	RD
SIGN	
MAIL BOX	
BOLLARD	
U-BOLLARD	
METAL GUARDRAIL	
FENCE	
LANDSCAPED AREA	LSA
AREA LIGHT	
CLEAN OUT	
PAINTED ARROWS	
TITLE REPORT EXCEPTION	
DENOTES PARKING SPACE COUNT	
BENCHMARK	
UTILITY POLE/LIGHT POLE	
STREET LIGHT	
GUY WIRE	
TRAFFIC SIGNAL POLE	
TREE LINE	
TREE (SIZE AS NOTED)	
PROP CORNERS TO BE SET	
BORING LOCATION	P-29 ELEV=266.50
WETLANDS	WF-29 WF-28

SOILS DATA

NO.	SOILS NAME	SLOPE	HYDROLIC SOIL GROUP
42B	NEABSCO-QUANTICO COMPLEX	2-7%	D
47C	QUANTICO SANDY LOAM	7-15%	B

EXISTING CONDITIONS

	SF	AC
IMPERVIOUS	29,722.14	0.68
PERVIOUS	10,056.57	0.23

PROPOSED CONDITIONS

	SF	AC
IMPERVIOUS	28,217.61	0.65
PERVIOUS	11,561.10	0.26

NOTES

1. THE SUBJECT PROPERTY SHOWN HERON ARE THE LANDS OF KIR SMOKETOWN STATION L.P., AS RECORDED IN PLAT BOOK 156 PAGE 30 (INSTRUMENT NUMBER 201206070053646 AMONG THE LAND RECORDS OF PRINCE WILLIAM COUNTY, VIRGINIA AND HAVING TAX MAP NUMBER OF 8292-42-9759.

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REV	DATE	COMMENT	DRAWN BY / CHECKED BY
1	05/08/2026	COUNTY COMMENTS	ETN / CDH

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PROJECT No.:	VA8240009.00-0A
DRAWN BY:	ETN
CHECKED BY:	CDH
DATE:	05/08/2026
CAD I.D.:	R-SUPP-CNDS

PROJECT:

SPECIAL USE PERMIT PLAN

FOR

TRUIST

PROPOSED DEVELOPMENT

13815 SMOKETOWN RD
WOODBRIDGE, VIRGINIA
PRINCE WILLIAM COUNTY, VA

BOHLER
28 BLACKWELL PARK LANE, SUITE 201
WARRENTON, VIRGINIA 20186
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COMMONWEALTH OF VIRGINIA
CHRISTINA D. HUGHES
Lic. No. 0402058066
05/08/2026
PROFESSIONAL ENGINEER

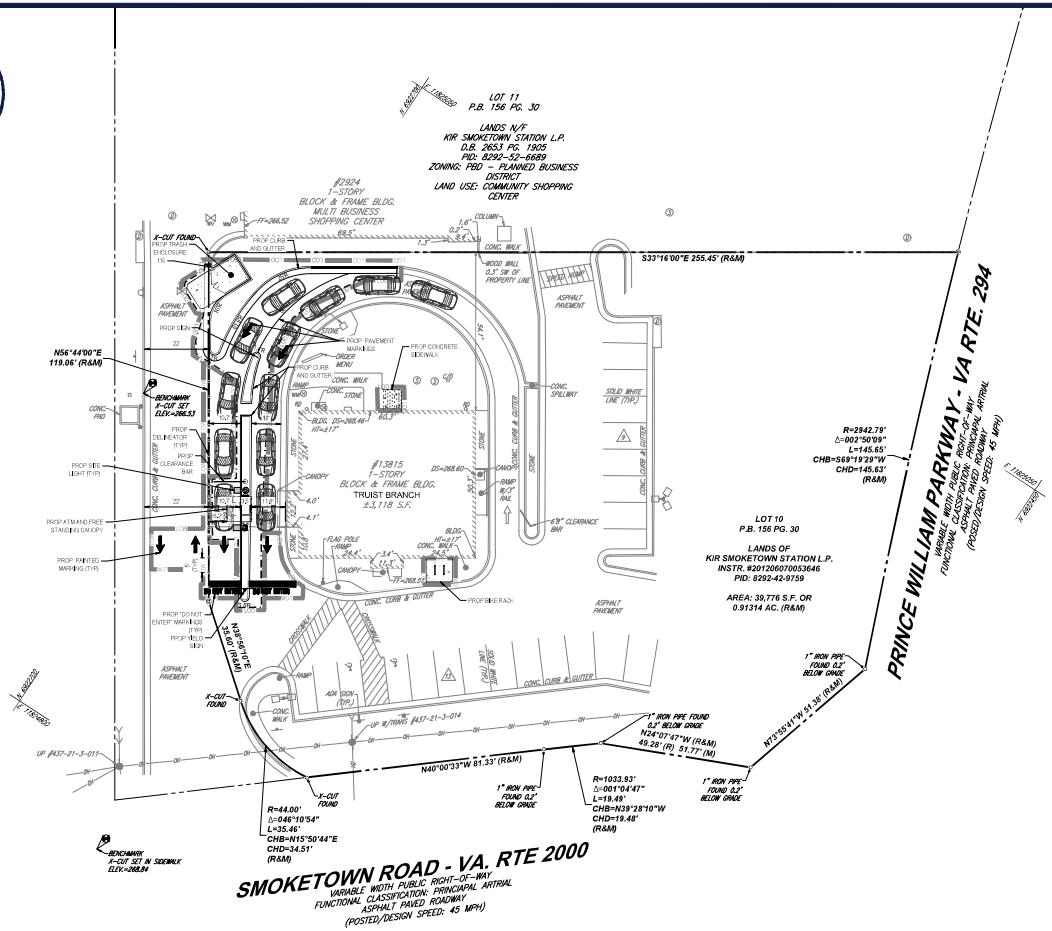
SHEET TITLE:

EXISTING CONDITIONS/ DEMOLITION PLAN

SHEET NUMBER:

2

REVISION 1 - 05/08/2026



ZONING TABLE

ZONE: PBD - PLANNED BUSINESS DISTRICT
USE: BANK, FINANCIAL INSTITUTION
GPIN: 8292-42-9759

APPLICANT/ OWNER INFORMATION

APPLICANT:	KIR SMOKETOWN STATION LP 14103 DENVER WEST PKWY GOLDEN, CO 80401
PROPERTY OWNER:	TRUIST CONTACT: DAVID SMITH 230 E. COLONIAL DR ORLANDO, FL 32803

BULK REQUIREMENTS

ITEM	PERMITTED	EXISTING	PROPOSED
MIN LOT AREA	N/A	39,779 SF (0.91 AC)	NO CHANGE
MIN LOT WIDTH	N/A	± 254.8'	NO CHANGE
MIN LOT DEPTH	N/A	± 169.5	NO CHANGE
MIN YARD SETBACKS			
FRONT YARD (SMOKETOWN RD)	N/A	±68'	NO CHANGE
FRONT YARD (PRINCE WILLIAM PKWY)	N/A	±140'	NO CHANGE
SIDE YARD (NORTH)	N/A	±30'	±6'
REAR YARD (EAST)	N/A	±54'	NO CHANGE
MAX PERMITTED HEIGHT	N/A	±17'	NO CHANGE
MAX LOT COVERAGE	80.0%	±67.85%	±69.17%
MIN PARKING SETBACKS			
FRONT	10' FROM LOT LINE	10'	NO CHANGE
SIDE	10' FROM SIDE LOT LINE	10'	NO CHANGE

PARKING REQUIREMENTS

ITEM	REQUIRED	EXISTING	PROPOSED
MIN SPACE SIZE	9' X 22'	9' X 18'	9' X 18'
MIN ADA SPACE SIZE	8' X 18'	9' X 18'	9' X 18'
MIN AISLE WIDTH	22'	22'	22'
LOADING REQUIREMENTS	N/A	N/A	N/A
MIN LOADING SIZE	N/A	N/A	N/A
MIN STACKING SPACES	6	N/A	6
MIN NUMBER OF SPACES	10	22	22
MIN NUMBER OF ADA SPACES	1	2	2
BANK WITH DRIVE-THRU: REQUIRED FOR BANK USE = 1 PER 250 NET SQ. FT. OF BUILDING ARE: 10 MINIMUM 1 SPACE * ((3,079 SF / 75%) / 250 SF) = 10 SPACES (INCLUDING ADA SPACES)			

LEGEND

PROP DELINEATOR	• • •

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DATE: 05/08/2026
CAD I.D.: R-SUPP-CNDS

PROJECT:

SPECIAL USE PERMIT PLAN

FOR

TRUIST

PROPOSED DEVELOPMENT

13815 SMOKETOWN RD
WOODBRIDGE, VIRGINIA
PRINCE WILLIAM COUNTY, VA

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28 BLACKWELL PARK LANE, SUITE 201
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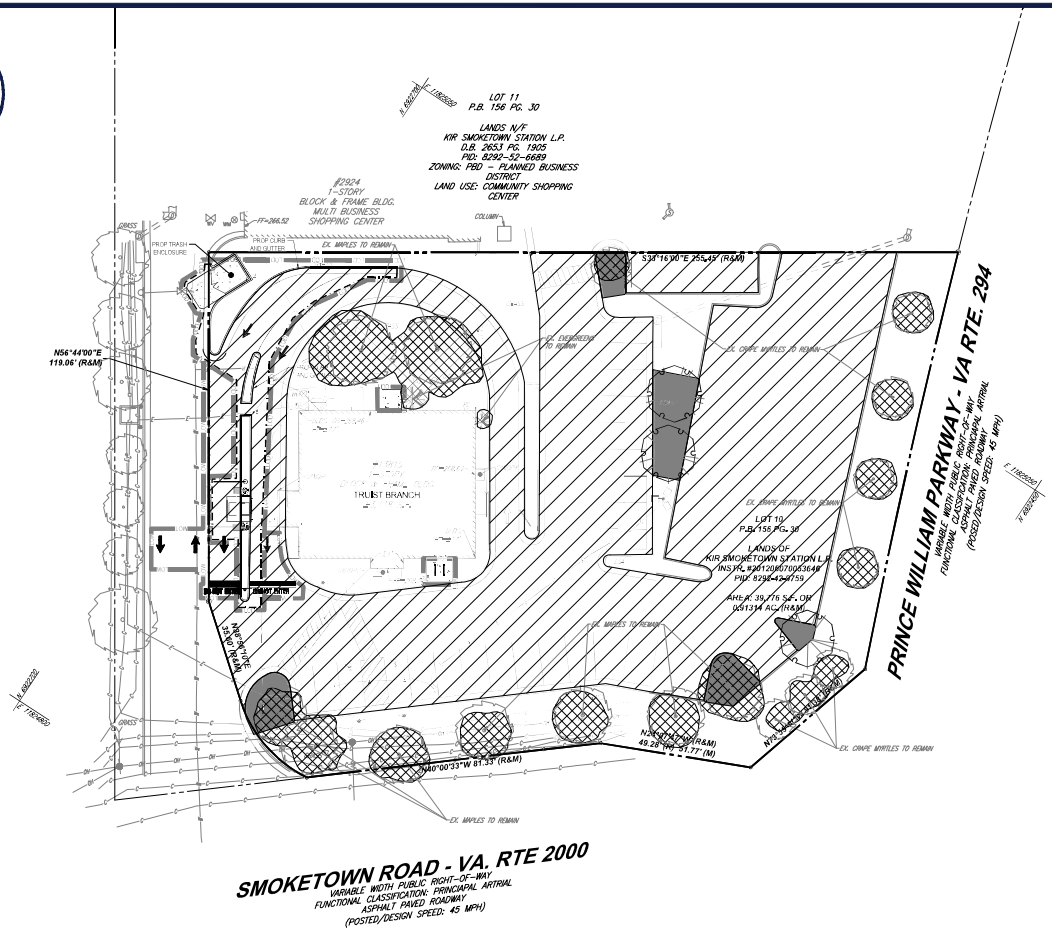
SHEET TITLE:

SUP PLAN

SHEET NUMBER:

3

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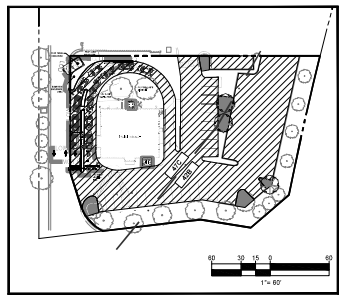


SCHEDULE D
TEN-YEAR TREE CANOPY TABLE

SECTION 802.21				
DEVELOPMENT TYPE	COMMERCIAL			
GROSS TOTAL SITE AREA	39,779 SF		0.91 AC	
EXCLUSIONS	0 SF		0.00 AC	
NET TOTAL SITE AREA	39,779 SF		0.91 AC	
DESCRIPTION	**REQUIRED**		**PROVIDED**	
20 YEAR CANOPY	3,978 SF	10%	7,215 SF	18.14%
DESCRIPTION	**AREA**		**NOTES**	
TOTAL EXISTING CANOPY	6,465 SF	0.15 AC	COVER TYPE 5	
TOTAL PROPOSED CANOPY	750 SF	0.02 AC	0	
TOTAL CANOPY PROVIDED	**7,215 SF**	**0.17 AC**	**0**	
EXISTING COVER TYPE	**AREA**		**MULTIPLIER**	**TOTAL**
(5) YOUNG HARDWOOD FOREST	4,309 SF	0.10 AC	1.5	6,465 SF

SCHEDULE C
PARKING LOT INTERIOR PLANTING

SECTION 802.44				
PARKING LOT AREA	22,311 SF			
FREESTANDING RETAIL USE ≥80,000 SF	NO			
DESCRIPTION	**REQUIRED**		**PROVIDED**	
PARKING LOT LANDSCAPE AREA	1,116 SF	5%	1,173 SF	5.26%
PLANT UNITS | 1 / 200 SF	6		6	
PLANT TYPE	**EXISTING**	**PROPOSED**	**TOTAL PROVIDED**	**PERCENT**
LARGE/MEDIUM DECIDUOUS TREES	3	3	6	100.00%
LARGE/MEDIUM EVERGREEN TREES	0	0	0	0.00%
TOTAL	**3**	**3**	**6**	**100.00%**

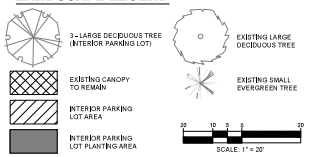


INTERIOR PARKING LOT INSET

LANDSCAPE NOTES:

1. SITE IMPROVEMENTS ARE LIMITED TO THE DRIVE THRU AREA OF THE SITE. ADDITIONAL PARKING LOT TREES HAVE BEEN PROVIDED TO BRING THE SITE INTO COMPLIANCE WITH SECTION 802.44 - PARKING LOT INTERIOR PLANTING. THE FRONTAGES ALONG SMOKETOWN ROAD AND PRINCE WILLIAM PARKWAY ARE NOT DISTURBED WITH THE IMPROVEMENTS WITHIN THIS PLAN. THE CONDITION OF THE LANDSCAPING ALONG THESE FRONTAGES SHALL REMAIN AS IS PER CONDITIONS SET FORTH IN THE SMOKETOWN STATIONS' PLAN (94-0054-1+0) DATED 04/29/94.
2. EXISTING LANDSCAPING DESIGNATED TO REMAIN SHALL BE PRESERVED AND KEPT FROM DAMAGE DURING IMPROVEMENTS UTILIZING TREE PROTECTION FENCING AND ANY OTHER PROTECTIONS DEEMED NECESSARY. SHOULD ANY EXISTING VEGETATION TO REMAIN OUTSIDE OF THE LIMITS OF DISTURBANCE BE REMOVED OR DAMAGED DUE TO SITE IMPROVEMENTS, THEN LANDSCAPE MATERIAL OF EQUIVALENT VALUE SHALL BE SUPPLEMENTED IN PLACE.

LANDSCAPE LEGEND:



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CHECKED BY:	CDH
DATE:	05/08/2026
CAD I.D.:	R-SUPP-CNDS

PROJECT:

SPECIAL USE PERMIT PLAN

FOR

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COMMONWEALTH OF VIRGINIA
CHRISTINA D. HUGHES
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05/08/2026
PROFESSIONAL ENGINEER

SHEET TITLE:

LANDSCAPE PLAN

SHEET NUMBER:

4

REVISION 1 - 05/08/2026

May 05, 2026
H:\2024\VA8240009\PLANSHEETS\SUPPCADD\PLANSHEETS\SUPPCADD\VA8240009_LAYOUT_CAM4.LSCP

PLANNING COMMISSION RESOLUTION

MOTION: **ROSS** **July 15, 2026**
Regular Meeting

SECOND: **JUSTICE** **Res. No. 26-082**

RE: **SPECIAL USE PERMIT #SUP2026-00021 – TRUIST SMOKETOWN STATION**
OCCOQUAN MAGISTERIAL DISTRICT

ACTION: **RECOMMEND APPROVAL**

WHEREAS, this is a request for a special use permit to allow a two-lane drive-through facility in association with a by-right financial institution; and

WHEREAS, the site is located at the northeast intersection of Smoketown Road and Prince William Parkway and is addressed 13815 Smoketown Road. The parcel is identified on the County's Maps as GPIN 8292-42-9759; and

WHEREAS, the site is designated MU-4, Mixed Use with Transect 4, in the Comprehensive Plan; and

WHEREAS, the subject site is currently zoned PBD, Planned Business District, and is located in the Highway Corridor Overlay District and in The Landing at Prince William Small Area Plan; and

WHEREAS, staff has reviewed the subject application and recommends approval, for reasons as stated in the staff report; and

WHEREAS, the Prince William County Planning Commission duly ordered, advertised, and held a public hearing on July 15, 2026, at which time public testimony was received, and the merits of the above-referenced case were considered; and

WHEREAS, the Prince William County Planning Commission finds that public necessity, convenience, general welfare, and good zoning practice are served by recommending approval of this request;

NOW, THEREFORE, BE IT RESOLVED that the Prince William County Planning Commission does hereby close the public hearing and recommends approval of Special Use Permit #SUP2026-00021, Truist Smoketown Station, subject to the conditions dated May 8, 2026.

Attachment: SUP Conditions dated May 8, 2026

Votes:
Ayes: Brown, Carroll, Justice, Ross, Scheufler, Sheikh, Sherman
Nays: None
Abstain from Vote: None
Absent from Vote: Landrum
Absent from Meeting: None

Attest: Oly Pena
Oly Peña
Clerk to the Planning Commission

HISTORICAL COMMISSION RESOLUTION

MOTION: **PORTA** **March 10, 2026**
Regular Meeting

SECOND: **GREEN** **Res. No. 26-013**

RE: **LAND DEVELOPMENT RECOMMENDATIONS**

ACTION: **APPROVED**

WHEREAS, the Prince William County Historical Commission seeks to identify, preserve and protect historic sites and structures in Prince William County; and

WHEREAS, the Prince William County Historical Commission's review of pending land development applications assists in determining the necessity for cultural resource surveys and other research and evaluations; and

WHEREAS, the Prince William County Historical Commission believes that the identification, preservation and protection of historic sites and structures throughout Prince William County is well served by this action;

NOW, THEREFORE, BE IT RESOLVED, that the Prince William County Historical Commission does hereby recommend to the Prince William County Planning Commission the action(s) noted for the following properties:

Case Number	Name	Recommendation
REZ2026-00020	Lumina Rezoning S1	Will Review 2nd Submission
REZ2026-00025	Potomac Shores Rezoning S1	No Further Work
REZ2026-00026	Potomac Shores Proffer Amendment S1	No Further Work
SUP2026-00015	Potomac Shores SUP Amendment S1	No Further Work
SUP2026-00018	Flavor Hive SUP Amendment S1	No Further Work
SUP2026-00017	W. A. R. Rifles, Inc. S1	No Further Work
REZ2026-00029	Parkway Self Storage Rezoning S1	No Further Work
SUP2026-00020	Parkway Self Storage Special Use Permit S1	No Further Work

Case Number	Name	Recommendation
REZ2026-00030	Villagomez Proffer Amendment S1	No Further Work
REZ2026-00031	4030 Prince William Parkway Rezoning S1	No Further Work
SUP2026-00021	Truist Smoketown Station S1	No Further Work
REZ2026-00032	Manassas Corporate Center 8 S1 .	No Further Work
SUP2026-00019	International Police Supply	No Further Work

Votes:
Ayes: by acclamation
Nays: None
Absent from Vote: None
Absent from Meeting: Pearsall

MOTION CARRIED

ATTEST: _____
Secretary to the Commission

PRINCE WILLIAM COUNTY

Truist Smoketown Station
Special Use Permit #SUP2026-00021

Occoquan Magisterial District

Board of County Supervisors

September 22, 2026

Micah Modesto

Planning Office

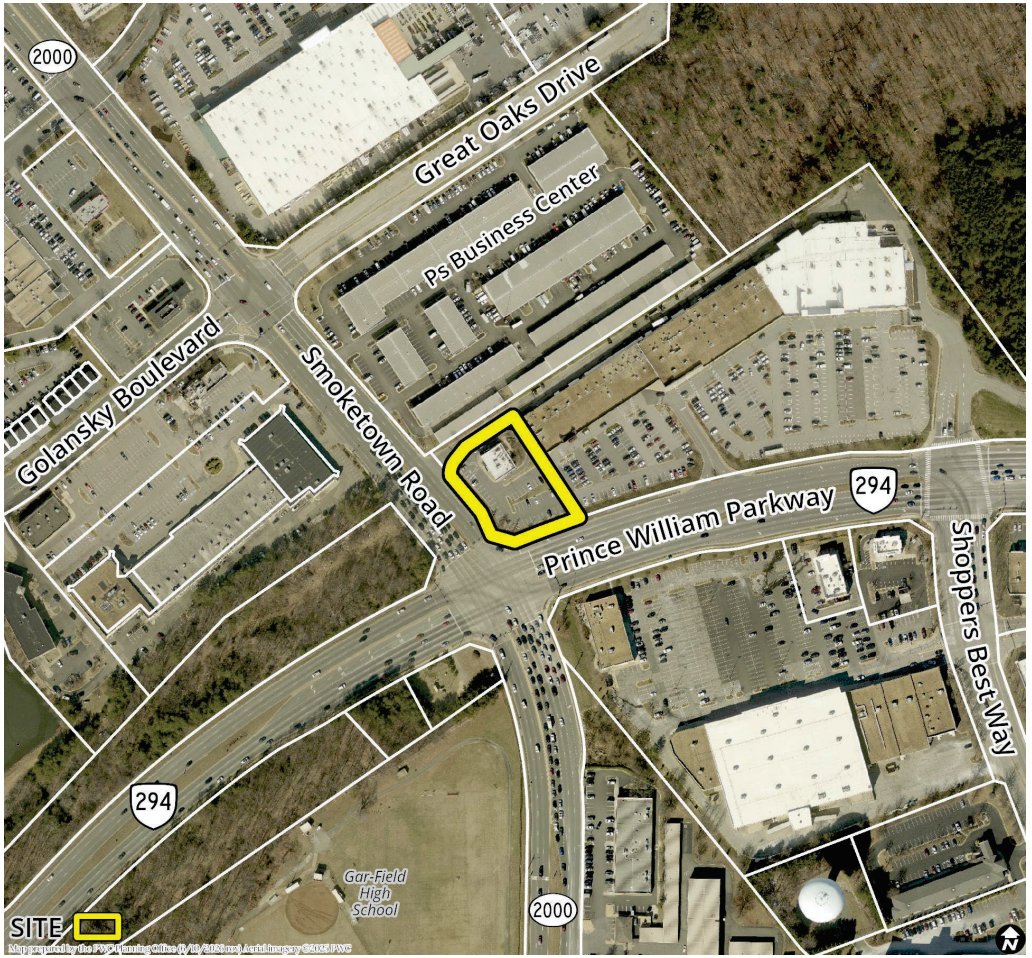
Truist Smoketown Station
Special Use Permit #SUP2026-00021

PRINCE WILLIAM COUNTY

- **Request:** This is a request for a Special Use Permit to allow a two-lane drive-through facility in association with a by-right financial institution.

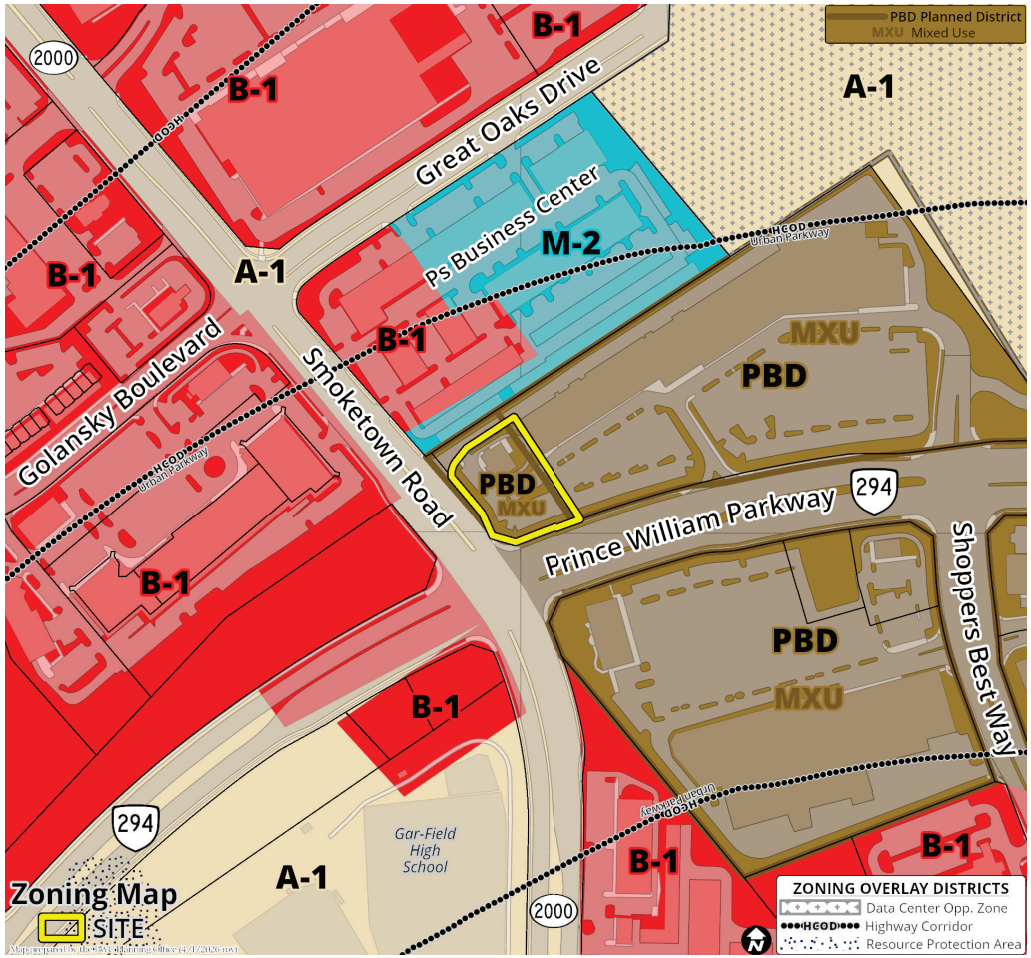
- **Location:** The ±0.91-acres property is located at the northeast intersection of Smoketown Road and Prince William Parkway and is addressed as 13815 Smoketown Road, and identified as GPIN 8292-42-979 on County Maps. The property is within the Highway Corridor Overlay District and The Landing at Prince William Small Area Plan.

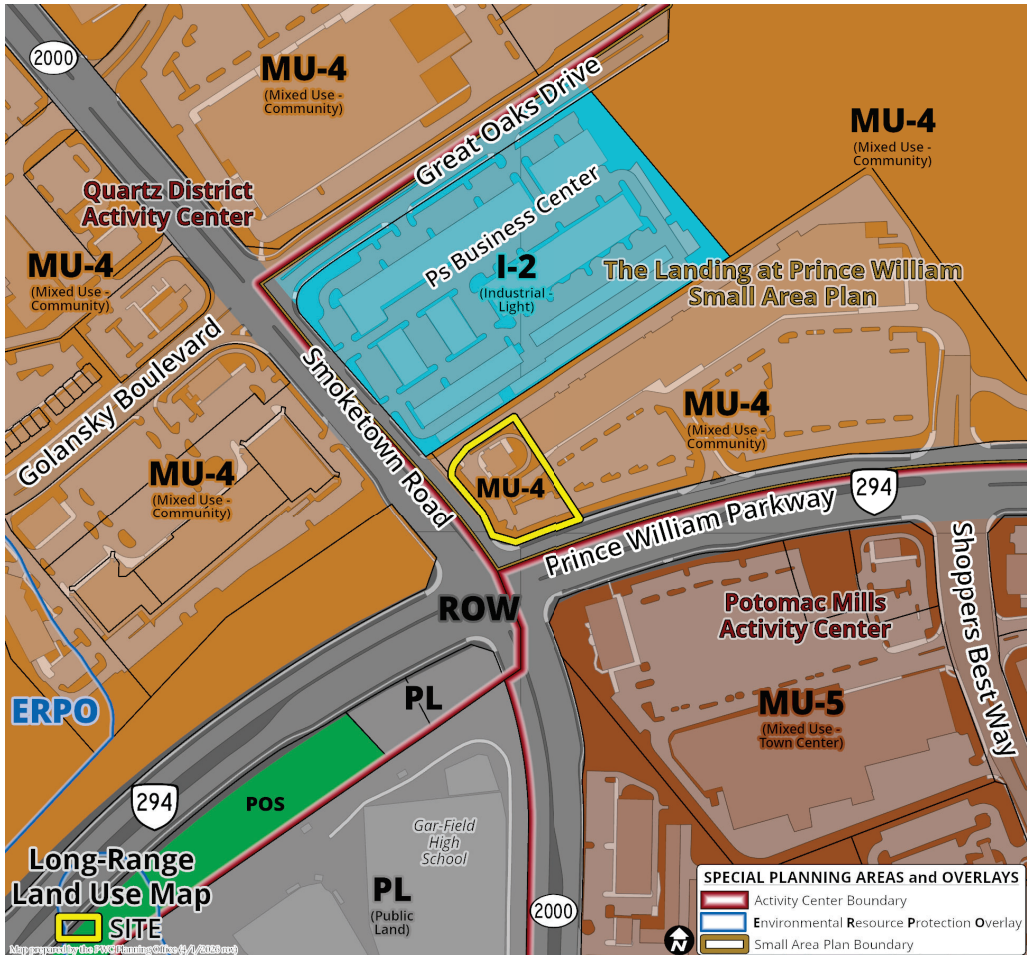
- **Recommendation: Approve**



Truist Smoketown Station
Special Use Permit #SUP2026-00021

PRINCE WILLIAM COUNTY



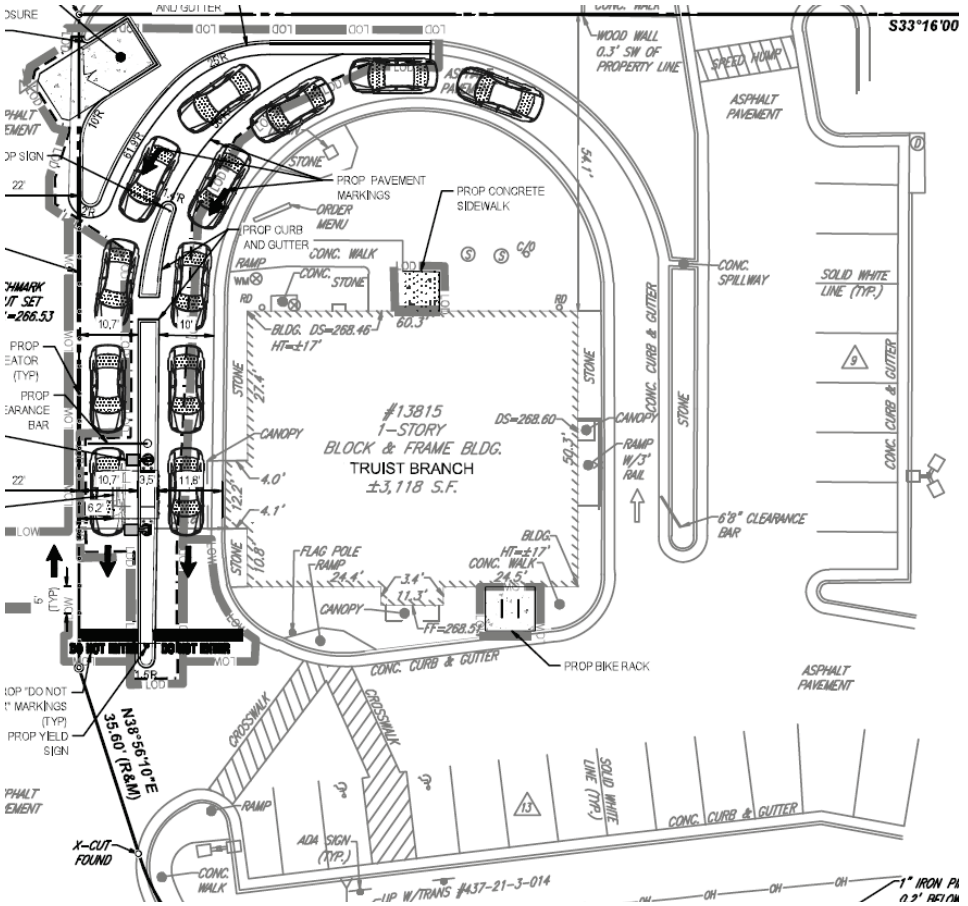


Truist Smoketown Station
Special Use Permit #SUP2026-00021

PRINCE WILLIAM COUNTY

Background and Context:

- The site currently operates with one drive-through lane as a lawful nonconforming use associated with #NCU2025-00068. The existing drive-through lane was built before drive-through facilities were designated as a special use in the zoning ordinance. Approval of this SUP request will bring the site into conformance and will allow a two-lane drive-through facility in association with an existing by-right financial institution.



(Above) Proposed Drive Through Lanes.
Source: Truist Smoketown Station SUP Plan.

Truist Smoketown Station
Special Use Permit #SUP2026-00021

PRINCE WILLIAM COUNTY

Planning Office Recommendation: The Planning Commission and staff recommend that the Board of County Supervisors approve Special Use Permit, #SUP2026-00021, Truist Smoketown Station, subject to the conditions dated May 8, 2026, for the following reasons:

- A by-right financial institution and associated one-lane drive-through facility already exists on the site. The proposal will have minimal impact on the existing development to add an additional lane. Approval of this SUP will bring the existing drive-through facility into conformance.
- The use will contribute to the economy of Smoketown Stations shopping center and complement its neighboring uses.
- The proposed development mitigates impacts associated with the proposed use through the SUP conditions.

MOTION: **September 22, 2026**
Regular Meeting
SECOND: **Ord. No. 26-**

RE: **DPA 2026-00006, Zoning Text Amendment to the Data Center Opportunity Zone Overlay District, County Code Section 32-509.01 Et Seq., and any Other Related Sections of the Zoning Ordinance, Including Corresponding Data Center Opportunity Zone Overlay District Map Amendments – Countywide**

ACTION:

WHEREAS, the Prince William Board of County Supervisors (Board) adopted the Data Center Opportunity Zone Overlay District (DCOZOD) on May 17, 2016, and amended development standards within the DCOZOD on June 18, 2019; and

WHEREAS, nearly ten (10) years have elapsed since the creation of the DCOZOD, and nearly seven (7) years have elapsed since its development standards were amended; and

WHEREAS, sufficient time has passed for the Board to examine whether further changes to the DCOZOD are appropriate to address changing land use patterns; and

WHEREAS, in accordance with Virginia Code Sections 15.2-2285 and 15.2-2286, the Board may amend the Zoning Ordinance whenever it determines that public necessity, convenience, general welfare, and good zoning practice require such change; and

WHEREAS, on June 9, 2026, the Board, by adoption of Resolution Number (Res. No.) 26-374, initiated a zoning text amendment to the DCOZOD, County Code Sec. 32-509.01 *et seq.*, including corresponding DCOZOD map amendments, and any other related sections of the Zoning Ordinance to amend the data center uses permitted by-right and by special use permit; and

WHEREAS, pursuant to Res. No. 26-374, County staff are directed to give the highest priority to this zoning text amendment with a target of bringing the final zoning text amendment back to the Board for a public hearing, Board consideration, and potential adoption in September 2026; and

WHEREAS, County staff recommends approval of DPA2026-00006, Zoning Text Amendment to the DCOZOD, County Code Sec. 32-509.01 *et seq*., and corresponding DCOZOD map amendments, which was initiated by the Board on June 9, 2026, by adoption of Res. No. 26-374, with staff-recommended changes, which are designed to preserve the intent of the zoning text amendment while providing additional clarity; and

WHEREAS, the Prince William County Planning Commission held a public hearing on September 9, 2026, and provided a recommendation; and

WHEREAS, a Board public hearing, duly advertised in a local newspaper for a period of two (2) weeks, was held on September 22, 2026, and interested citizens were heard; and

WHEREAS, the Board finds that amending the Zoning Ordinance for the above-referenced changes is required by public necessity, convenience, general welfare, and good zoning practice;

NOW, THEREFORE, BE IT ORDAINED that the Prince William Board of County Supervisors hereby approves the attached DPA2026-00006, Zoning Text Amendment to the Data Center Opportunity Zone Overlay District, County Code Sec. 32-509.01 *et seq*., and corresponding Data Center Opportunity Zone Overlay District map amendments, incorporating County staff's recommended changes to the zoning text amendment initiated by the Prince William Board of County Supervisors on June 9, 2026, by adoption of Resolution Number 26-374;

BE IT FURTHER ORDAINED that County staff shall insert the date of adoption of this Ordinance, which is September 22, 2026, in the appropriate places in the attached Zoning Text Amendment;

BE IT FURTHER ORDAINED that County staff shall prepare and establish a map reflecting the attached DPA2026-00006, Zoning Text Amendment to the Data Center Opportunity Zone Overlay District, County Code Sec. 32-509.01 et seq., including any future changes as County staff determines that a property(s) has met the requirements of the attached Zoning Text Amendment for inclusion in the Data Center Opportunity Zone Overlay District.

ATTACHMENT: DPA2026-00006, Zoning Text Amendment to the Data Center Opportunity Zone Overlay District, County Code Sec. 32-509.01 *et seq*., including County staff's recommended changes

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

For Information:
Planning Director

ATTEST: _____
Clerk to the Board

Chapter 32 - ZONING
ARTICLE V. - OVERLAY DISTRICTS
PART 509. DATA CENTER OPPORTUNITY ZONE OVERLAY DISTRICT

Sec. 32-509.01. Purpose and intent.

The Data Center Opportunity Zone Overlay District was created for the purpose of promoting development of data centers within areas of the County where there is existing infrastructure that could adequately support the proposed use. This District continues the County's efforts to attract and advance high-tech industrial development while limiting negative impacts to communities.

Sec. 32-509.02. Establishment of Data Center Opportunity Zone Overlay District.

1. ~~A Data Center Opportunity Zone Overlay District may be established by the Board of County Supervisors on lands in proximity to high voltage transmission lines of 115kv or more and planned or zoned for office or industrial uses.~~
2. ~~A Data Center Opportunity Zone Overlay District shall be created and amended by ordinance upon resolution of the Board of County Supervisors.~~ The ~~boundaries~~ properties included in the Data Center Opportunity Zone Overlay District boundaries shall be set using a map, and pursuant to County Code Sec. 32-509.02(2). After [insert date of ordinance adoption], no request for an amendment(s) to the map to include a specific property(s) in the Data Center Opportunity Zone Overlay District boundaries shall be considered by the Board of County Supervisors.
2. The properties included in the Data Center Opportunity Zone Overlay District shall (i) have been included in the Data Center Opportunity Zone Overlay District on [the day immediately before the date of ordinance adoption] and (ii) meet at least one of the following criteria:
   a) the Board of County Supervisors has accepted proffers or proffered conditions which specify a data center(s) use related to a rezoning or proffer amendment by [insert date of ordinance adoption], the applicant relies in good faith on the rezoning or proffer amendment, and the applicant incurs extensive obligations or substantial expenses in diligent pursuit of the specific project;
   b) the designated County agent has approved a preliminary subdivision plat, preliminary site plan, or plan of development for a data center(s) by [insert date of ordinance adoption] and the applicant diligently pursues approval of the final plat or final site plan within a reasonable period of time under the circumstances, the applicant relies in good faith on the approval, and the applicant incurs extensive obligations or substantial expenses in diligent pursuit of the specific project;
   c) the designated County agent has approved a final site plan, final plat, or final plan of development for a data center(s) by [insert date of ordinance adoption], the applicant relies in good faith on the approval, and the applicant incurs extensive obligations or substantial expenses in diligent pursuit of the specific project;
   d) the zoning administrator or other administrative officer has issued a written order, requirement, decision, or determination regarding the permissibility of a data center use that is no longer subject to appeal and no longer subject to change, modification, or reversal under Virginia Code § 15.2-2311(C), the applicant relies in good faith on the written order, requirement, decision, or determination, and the applicant incurs extensive obligations or substantial expenses in diligent pursuit of the specific project; or

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e) a rezoning for a data center(s), special use permit for a data center(s), proffer amendment for a data center(s), an application for a public facilities review for an electric substation, or other legislative application for a data center(s); final site plan for a data center(s), or final plat for a data center(s) is filed with the designated County employee(s) and accepted by the designated County employee(s) for quality control review purposes by 11:59 P.M. on [90 calendar days from date of ordinance adoption] and the applicant incurs extensive obligations or substantial expenses in diligent pursuit of said rezoning, special use permit, proffer amendment, application for a public facilities review for an electric substation, or other legislative application; final site plan; or final plat approval.

3 ~~2~~. Said District shall overlay the existing zoning district. The regulations and requirements of the underlying zoning district and the Data Center Opportunity Zone Overlay District shall both apply, provided however, that when the regulations applicable to ~~the Data Center Opportunity Zone Overlay District~~ this Section 32-509.02 conflict with the regulations of an underlying zoning district, the ~~Data Center Opportunity Zone Overlay District~~ regulations of this Section 32-509.02 shall apply.

4 ~~3~~. Data Center Design Standards. Data Centers shall meet the following design guidelines:

(A) Principal building façades. Principal building façades shall include all building façades that face adjacent major arterials or interstates. When a building has more than one principal façade, such principal building façades shall be consistent in terms of design, materials, details, and treatment. Principal building façades associated with new construction shall meet the following standards:

(1) Principal building façades shall avoid the use of undifferentiated surfaces by including at least two of the following design elements:

a. change in building height;
b. building step-backs or recesses;
c. fenestration;
d. change in building material, pattern, texture, color; or
e. use of accent materials.

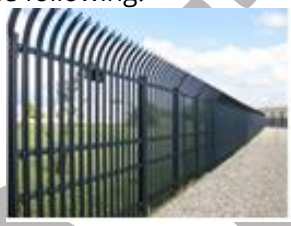
(B) Screening of mechanical equipment. In order to minimize visibility from adjacent roads and adjacent properties, ground level and roof top mechanical equipment shall be screened from major arterials, interstates and abutting residentially zoned or planned properties. This screening may be provided by a principal building or existing vegetation that will remain on the property or is within a landscaping/buffer easement on an adjacent property. Mechanical equipment not screened by a principal building or existing vegetation shall be screened by a visually solid fence, screen wall or panel, parapet wall, or other visually solid screen that shall be constructed of materials compatible with those used in the exterior construction of the principal building. Notwithstanding the requirements of this section, mechanical equipment located in a manner found to have no adverse impact on adjacent roads and adjacent properties, as determined by the Planning Director, shall not be required to be screened.

(C) Buffer yard requirement. A buffer yard is required in order to screen the data center from adjacent residentially zoned or planned properties. In lieu of the buffer yard requirement in DCSM Section 800, any side/rear yard abutting property that is not planned or developed with commercial or industrial uses shall include a buffer yard required plantings installed on an earthen berm that has a minimum height of six (6) feet and a slope not steeper than 2:1, planted to a type C DCSM buffer standard. The buffer yard plantings shall be installed in accordance with the requirements of the DCSM.

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Notwithstanding the requirements of this section, use of natural topography and preservation of existing vegetation, supplemented by new vegetation, if needed, or on the outside of a six foot tall solid fence, may be substituted for the above requirements when found by the Planning Director to provide visual screening from adjacent land uses at the density, depth, and height equivalent to the buffer yard with earthen berm.

(D) Fencing. Fencing of the property is permitted, provided that fencing along public or private streets is not chain-link, with or without slatted inserts, and does not include barbed wire or other similarly visibly intrusive deterrence device. Chain-link fencing or barbed wire fencing are prohibited along public or private street frontages. This fencing allowance does not relieve a property owner from complying with all fire and access code requirements. The Planning Director may allow for alternative compliance with this requirement, provided the applicant demonstrates that the fencing visibility is reduced, through the use of landscaping and other methods to reduce visibility. Examples of permitted fencing include the following:


(E) Data Centers are permitted an increased FAR, within the Data Center Opportunity Zone Overlay District, up to 1.0 FAR provided all other development standards (excluding FAR limitations) for the underlying district are met and only if the data center(s) is permitted pursuant to County Code Sec. 32-509.03(2). ~~Data center outside of the Data Center Opportunity Zone Overlay District may request an increase in FAR through a special use permit process, as described and allowed in Section 32-400.04 of the Zoning Ordinance.~~

(F) Substations. Substations shall be screened from adjacent major roads or residentially zoned/planned properties as follows:
(1) Ten-foot-tall opaque fencing facing residentially zoned/planned properties.
(2) All other buffering and landscaping requirements of the DCSM shall still apply.

(G) Building façades facing County registered historic site Manassas Battlefield Park. Building façades facing Manassas Battlefield Park, that are visible from viewshed anchors as identified in the Manassas Battlefields Viewshed Preservation Study, shall be non-reflective and dark green or dark brown in color. The Planning Director may approve other colors provided the colors are demonstrated to be earth tones that will help the building façade blend into the tree line.

Sec. 32-509.03. Uses permitted by right.

1. All non-data center uses permitted by right in the underlying zoning district shall be permitted in the Data Center Opportunity Zone Overlay District.

2. Data centers shall be permitted by right in the Data Center Opportunity Zone Overlay District in the O(L), O(H), O(M), O(F), M-1, M-2, and M/T zoning districts and in designated office or industrial land bays in the PBD and PMD district.

Sec. 32-509.04. Secondary uses.

All permitted secondary uses in the underlying zoning district shall be permitted in the Data Center Opportunity Zone Overlay District.

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Sec. 32-509.05. Uses permitted by Special Use Permit.
1. All permitted non-data center special uses in the underlying zoning district shall be permitted by special use permit in the Data Center Opportunity Zone Overlay District.
2. Unless otherwise permitted pursuant to County Code Sec. 32-509.03(2), data centers shall be permitted in the B-1, O(L), O(H), O(M), O(F), M-1, M-2, and M/T zoning districts and in designated office or industrial land bays in the PBD and PMD district by special use permit.

Sec. 32-509.06. Prohibited Districts.
Data centers shall be prohibited in agricultural, residential, PMR, B-2, B-3, and V districts.

Sec. 32-401.13. - Special uses.
The following uses shall be permitted in the B-1 District with a Special Use Permit: . . .
10.Data Center unless otherwise permitted pursuant to County Code Sec. 32-509.03(2). As part of a special use permit for a data center(s) in the B-1 zoning district, an applicant may request, and the Board of County Supervisors may approve, an increase in FAR through the special use permit process, as described and allowed in County Code Sec. 32-400.04(3).

Sec. 32-402.11. - Uses permitted by right.
The following uses shall be permitted by right in the O(L) District: . . .
6. Data Center within the Data Center Opportunity Zone Overlay District only if permitted pursuant to County Code Sec. 32-509.03(2).

Sec. 32-402.13. - Special uses.
The following uses shall be permitted in the O(L) District with a Special Use Permit: . . .
4. Data Center unless otherwise permitted pursuant to County Code Sec. 32-509.03(2). As part of a special use permit for a data center(s) in the O(L) zoning district, an applicant may request, and the Board of County Supervisors may approve, an increase in FAR through the special use permit process, as described and allowed in County Code Sec. 32-400.04(3).

Sec. 32-402.21. - Uses permitted by right.
The following uses shall be permitted by right in the O(H) District: . . .
6. Data Center within the Data Center Opportunity Zone Overlay District only if permitted pursuant to County Code Sec. 32-509.03(2).

Sec. 32-402.23. - Special uses.
The following uses shall be permitted in the O(H) District with a Special Use Permit: . . .
3. Data Center unless otherwise permitted pursuant to County Code Sec. 32-509.03(2). As part of a special use permit for a data center(s) in the O(H) zoning district, an applicant may request, and the Board of County Supervisors may approve, an increase in FAR through the special use permit process, as described and allowed in County Code Sec. 32-400.04(3).

Sec. 32-402.31. - Uses permitted by right.
The following uses shall be permitted by right in the O(M) District: . . .
6. Data Center within the Data Center Opportunity Zone Overlay District only if permitted pursuant to County Code Sec. 32-509.03(2).

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Sec. 32-402.33. - Special uses.
The following uses shall be permitted in the O(M) District with a Special Use Permit: . . .
3. Data Center unless otherwise permitted pursuant to County Code Sec. 32-509.03(2). As part of a special use permit for a data center(s) in the O(M) zoning district, an applicant may request, and the Board of County Supervisors may approve, an increase in FAR through the special use permit process, as described and allowed in County Code Sec. 32-400.04(3).

Sec. 32-402.41. - Uses permitted by right.
The following uses shall be permitted by right in the O(F) District: . . .
8. Data Center within the Data Center Opportunity Zone Overlay District only if permitted pursuant to County Code Sec. 32-509.03(2).

Sec. 32-402.43. - Special uses.
The following uses shall be permitted in the O(F) District with a Special Use Permit: . . .
3. Data Center unless otherwise permitted pursuant to County Code Sec. 32-509.03(2). As part of a special use permit for a data center(s) in the O(F) zoning district, an applicant may request, and the Board of County Supervisors may approve, an increase in FAR through the special use permit process, as described and allowed in County Code Sec. 32-400.04(3).

Sec. 32-403.11. - Uses permitted by right.
The following uses shall be permitted by right in the M-1 District: . . .
19. Data Center within the Data Center Opportunity Zone Overlay District only if permitted pursuant to County Code Sec. 32-509.03(2).

Sec. 32-403.13. - Special uses.
The following uses shall be permitted in the M-1 District with a Special Use Permit, including any other manufacturing, processing or wholesaling use not otherwise permitted by this chapter; including any use involving the storage of petroleum, propane or natural gas products or hazardous materials. . . .
3. Data Center unless otherwise permitted pursuant to County Code Sec. 32-509.03(2). As part of a special use permit for a data center(s) in the M-1 zoning district, an applicant may request, and the Board of County Supervisors may approve, an increase in FAR through the special use permit process, as described and allowed in County Code Sec. 32-400.04(3).

Sec. 32-403.21. - Uses permitted by right.
The following uses shall be permitted by right in the M-2 District: . . .
13. Data Center within the Data Center Opportunity Zone Overlay District only if permitted under County Code Sec. 32-509.03(2).

Sec. 32-403.23. - Special uses.
The following uses shall be permitted in the M-2 District with a Special Use Permit: . . .
3. Data Center unless otherwise permitted pursuant to County Code Sec. 32-509.03(2). As part of a special use permit for a data center(s) in the M-2 zoning district, an applicant may request, and the Board of County Supervisors may approve, an increase in FAR through the special use permit process, as described and allowed in County Code Sec. 32-400.04(3).

Sec. 32-403.31. - Uses permitted by right.

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The following uses shall be permitted by right in the M/T District. . . .
21. Data Center within the Data Center Opportunity Zone Overlay District only if permitted pursuant to County Code Sec. 32-509.03(2).

Sec. 32-403.33. - Special uses.
The following uses shall be permitted in the M/T District with a Special Use Permit, including any other manufacturing, processing, or wholesaling use not otherwise permitted by this chapter, including any use involving the storage of petroleum, propane or natural gas products or hazardous materials. . . .
3. Data Center unless otherwise permitted pursuant to County Code Sec. 32-509.03(2). As part of a special use permit for a data center(s) in the M/T zoning district, an applicant may request, and the Board of County Supervisors may approve, an increase in FAR through the special use permit process, as described and allowed in County Code Sec. 32-400.04(3).

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PRINCE WILLIAM COUNTY
Office of the County Executive
Christopher J. Shorter

STAFF REPORT

Board of County Supervisors
Deshundra L. Jefferson, Chair
Victor S. Angry, Vice Chair
Andrea O. Bailey
Kenny A. Boddye
Tom Gordy
Jeannie M. LaCroix
George T. Stewart
Yesli Vega

BOCS Meeting Date:	September 22, 2026
Agenda Title:	DPA 2026-00006, Zoning Text Amendment to the Data Center Opportunity Zone Overlay District, County Code Section 32-509.01 Et Seq., and any Other Related Sections of the Zoning Ordinance, Including Corresponding Data Center Opportunity Zone Overlay District Map Amendments
District Impact:	Countywide
Requested Action:	Approve DPA2026-00006, Zoning Text Amendment to the Data Center Opportunity Zone Overlay District, County Code Sec. 32-509.01 et seq., and corresponding DCOZOD map amendments, incorporating staff's recommended modifications to the text initiated by the Board on June 9, 2026, via Resolution Number 26-374.
Department Lead:	Planning Office
Staff Lead:	Tanya M. Washington, AICP, Director of Planning
Case Planner	Reza Ramyar, Principal Planner

EXECUTIVE SUMMARY

On March 3, 2026, the Prince William Board of County Supervisors (Board) adopted Resolution Number (Res. No.) 26-125 to initiate a Zoning Text Amendment to revise the regulations governing data center uses within the Data Center Opportunity Zone Overlay District (DCOZOD) and related sections. On May 19, 2026, the Board issued Directive (DIR) 26-11, directing staff to pause work on the March 3, 2026, amendment to refine the proposal based on community and industry feedback.

On June 9, 2026, by adoption of Res. No. 26-374, the Board initiated "a zoning text amendment to the Data Center Opportunity Zone Overlay District, County Code Sec. 32-509.01 et seq., and any other related sections of the Zoning Ordinance to amend the data center uses permitted by-right and by special use permit, including corresponding DCOZOD map amendments, in a form and substance substantially similar to, and consistent with the intent of, the attached draft zoning text amendment." The Board also rescind[ed] its initiation of the zoning text amendment which it initiated by adoption of Res. No. 26-125 on March 3, 2026.

The Zoning Text Amendment (ZTA) initiated by the Board on June 9, 2026, by adoption of Res. No. 26-374 includes updates to uses permitted by right and by Special Use Permit (SUP), as well as revisions to the DCOZOD boundary.

The ZTA substantially restructures the County's regulatory framework for data center development by redefining the role and function of the DCOZOD. Under the ZTA, properties included within the DCOZOD are determined based on a series of eligibility criteria intended to identify properties with established development status, prior approvals, existing development rights, or pending applications. Properties meeting one or more of the eligibility pathways may remain within the revised DCOZOD, while properties that do not satisfy the criteria would be removed from the DCOZOD.

The Board initiated ZTA also modifies the approval for future data center development. Data center development within the revised DCOZOD would be limited to qualifying properties identified through the eligibility criteria. Outside the DCOZOD, new data center proposals may be considered through the SUP process in the zoning districts identified by the ZTA.

Staff recommends several revisions to the Board initiated ZTA to further improve clarity and assist staff with implementation of the ZTA.

On July 15, 2026, the Planning Commission (PC) held a public hearing on the proposed DCOZOD ZTA and provided its recommendation. Following the PC public hearing and recommendations, County staff determined that a second public hearing before the PC is appropriate to ensure compliance with public notice requirements. Accordingly, the PC will hold a new public hearing on September 9, 2026. The PC's recommendation(s) from that hearing will be incorporated into this agenda item prior to Board consideration, and the updated PC resolution will be attached to the agenda package.

Planning staff recommends approval of the ZTA and include staff's recommended changes.

BACKGROUND

On March 3, 2026, the Board adopted Res. No. 26-125, which initiated a ZTA to revise the uses permitted by right and by SUP within the DCOZOD and related sections of the Zoning Ordinance. The initiated ZTA also proposed revisions to the DCOZOD boundaries and approval framework for future data center development.

On May 19, 2026, the Board issued DIR 26-11, which directed staff to pause work on the ZTA, which was initiated on March 3, 2026, including postponement of the then-scheduled June 10, 2026, Planning Commission public hearing, to allow additional time to refine the draft ZTA based on community, industry, and Board feedback.

On June 9, 2026, by adoption of Res. No. 26-374, the Board initiated a ZTA to the DCOZOD, County Code Sec. 32-509.01 et seq., and any other related sections of the Zoning Ordinance to amend the data center uses permitted by-right and by SUP, including corresponding DCOZOD map amendments, in a form and substance substantially similar to, and consistent with the intent of, the attached draft ZTA. The Board also "rescind[ed] its initiation of the zoning text amendment which it initiated by adoption of Res. No. 26-125 on March 3, 2026."

STAFF RECOMMENDATION

A. Staff Evaluation of Proposed Request – Staff has conducted a comprehensive review of the ZTA, including an evaluation of the proposed regulatory framework, DCOZOD boundary revisions, implementation considerations, and potential land use impacts. Staff also performed a preliminary assessment of the ZTA's potential effect on the existing and future data center development pipeline. Detailed analysis is provided in Attachment A.

B. Staff Recommendation - Staff recommends that the Board adopt the Board-initiated ZTA and includes staff-recommended changes: Adopts the ZTA and corresponding DCOZOD map amendments as initiated by Board Res. No. 26-374, incorporating staff's recommended structural and technical revisions.

If the Board adopts DPA2026-00006, ZTA to the DCOZOD, County staff will prepare and maintain an updated DCOZOD map reflecting all qualifying parcels pursuant to Sec. 32-509.01 et seq. Staff will update the DCOZOD map as additional properties are verified by staff as meeting the eligibility criteria established under the adopted ZTA.

C. Summary of Proposed Framework - The following summary outlines the ZTA:

Eligibility Criteria for Inclusion Within the Revised DCOZOD: Under the initiated ZTA, properties included within the revised DCOZOD must satisfy one or more of the eligibility criteria contained in Sec. 32-509.03(2). These criteria generally recognize properties with existing approvals, established development rights, prior administrative determinations, or certain pending legislative and development applications.

Inside the Revised DCOZOD: Under the ZTA, the DCOZOD functions primarily as a limited eligibility boundary recognizing a defined set of qualifying properties. Only properties included within the DCOZOD may continue to utilize the DCOZOD's by-right data center provisions. Properties that do not satisfy the eligibility criteria would not be included in the DCOZOD.

Outside the DCOZOD: Outside the DCOZOD, new data center applications would be governed by the SUP provisions in the ZTA. New data center applications would be considered in the zoning districts identified by the ZTA through the SUP process, including the B-1, General Business, O(L), Office Low-Rise, O(H), Office High-Rise, O(M), Office Mid-Rise, O(F), Office/Flex, M-1, Heavy Industrial, M-2, Light Industrial, and M/T, Industrial/Transportation, zoning districts, and designated office or industrial land bays in PBD, Planned Business, and PMD, Planned Mixed Use, zoning districts, and subject to Board review and approval.

D. Stakeholder Input

Staff presented the ZTA, which was initiated by the Board on March 3, 2026, by adoption of Res. No. 26-125, to the Design and Construction Standards (DCSM)/Zoning Ordinance Advisory Committee (DORAC) on April 23, 2026. Staff outlined the March 3-initiated ZTA and the associated regulatory framework. During that meeting, DORAC members requested an opportunity to review the zoning text amendment with staff-recommended changes before taking a formal position, prior to the Planning Commission public hearing.

Prior to and following the April 23 DORAC meeting, the Planning Office also received written feedback submitted by individual DORAC members and development industry stakeholders. The written comments are summarized below. Across these comments, two overarching themes emerge: procedural clarity and transitional protections for in process projects.

DORAC members raised the following issues in written feedback:

- Requested a detailed explanation of Section 32-509.3, focusing on the meaning, thresholds, and administrative application of the term "extensive obligations or substantial expenses."
- Comments emphasized that expressly identifying eligibility pathways tied to vested rights under Virginia Code Sections 15.2-2307 and 15.2-2303.B, while also maintaining at least one zoning district where new data centers may be considered through the SUP process (M-2), is important to supporting the legal defensibility of the proposed ordinance amendments. The comments noted that these provisions help demonstrate that the County is not entirely foreclosing future opportunities for data center development, while still advancing the Board's objective of increasing oversight and discretionary review of future facilities.

NAIOP (National Association of Industrial and Office Parks) Northern Virginia, the local chapter of the Commercial Real Estate Development Association, submitted comments, dated April 17, 2026, regarding the ZTA initiated by the Board on March 3, emphasizing the importance of predictable transition rules for applicants who have already invested in entitlements under the current by-right framework. Their feedback includes the following:

1. Removal or modification of the fixed final-plan deadline in Section 32-509.03.2(v), noting that external review agencies (e.g., VDOT, Health Department) can delay approvals beyond an applicant's control.
2. Expansion of "grandfathering" provisions to include not only site plans but also rezonings and SUPs that have been submitted and accepted, consistent with regional practice and Virginia vested-rights principles.
3. Authorization for administrative approval of minor amendments to previously approved and vested entitlements—such as modest height adjustments, footprint refinements, or phasing changes—without requiring a new SUP, provided the changes remain within defined limits.

The development industry commenters expressed concern that rigid deadlines and narrow grandfathering could strand substantial sunk costs, create appeals or legal exposure, and discourage investment across all development types, not just data centers. Their recommendations expressed an intention to ensure that the County's modernization of the DCOZOD does not inadvertently undermine its reputation as a predictable and business-friendly jurisdiction.

Several of the concerns raised by individual DORAC members and industry stakeholders regarding the ZTA initiated on March 3 have been addressed in the ZTA initiated on June 9, 2026. The ZTA initiated on June 9 expands the eligibility criteria in Sec. 32 509.03(2), particularly Criterion (v), to include rezonings, special use permits, proffer amendments, public facility reviews for electric substations, and other legislative applications that were filed and accepted for quality control review by the stated deadline. This revision directly addresses stakeholder requests for broader transitional protections and reduces the risk that in-process applications could be excluded due to factors outside an applicant's control. The ZTA also allows an applicant to request a SUP for data centers in multiple zoning districts, rather than limiting new SUP applications to the M-2 zoning district.

On July 15, 2026, staff presented an overview of the proposed ZTA for the DCOZOD to the Commercial Development Committee (CDC) during its regular meeting. Staff responded to questions from CDC members regarding the ZTA, specifically addressing how the proposed amendments would affect the data center development process and impact the overall DCOZOD boundaries and standards.

During the July 23 DORAC meeting, staff presented the ZTA initiated by the Board on June 9 along with the staff-recommended changes. During the discussion, a DORAC member questioned the necessity of the ZTA and stated concerns on behalf of property owners who would be removed from the DCOZOD. The member noted that these owners have paid higher property taxes for approximately ten years since the DCOZOD was established in 2016 and have not received any benefit from being included in the DCOZOD. The member also suggested that removing all DCOZOD boundaries might be a more effective solution to these concerns than proceeding with the ZTA. DORAC did not take a vote on the ZTA during the meeting. DORAC members expressed a preference to send any further comments individually rather than as a body.

On August 13, 2026, County staff met virtually with NAIOP representatives to discuss technical questions regarding the proposed ZTA. Discussion topics included the purpose and implementation of the proposed Overlay District map, the 90-day eligibility period under Criterion 5, and the process for updating the DCOZOD map following Board adoption of the ZTA. Staff explained that the Planning Office anticipates administratively finalizing and updating the map following the expiration of the 90-day post-adoption eligibility period for pending applications. Staff also noted that administrative updates to maps are used in other County programs and overlay districts.

Community Input

As of the date of this report, Planning Office staff have received limited public input regarding the proposed ZTA. This input includes one written comment in opposition, several requests for technical clarification regarding the proposed DCOZOD boundaries and eligibility criteria, and multiple emails from residents of the Wentworth Green community in Gainesville. Several of these emails were submitted to County officials and members of the Board, with Planning staff copied on the correspondence. The comments generally express concerns regarding the future approval process for data center development, including whether data centers should continue to be permitted by right within the Overlay District, the proposed 90-day grace period associated with Eligibility Criterion 5, the treatment of pending development applications near residential communities, and the need for additional design, operational, and compatibility standards.

Legal Issues

Legal Issues resulting from the Board's action are appropriately addressed by the County Attorney's Office.

Timing

Board Res. No. 26-374, which initiated the ZTA, directed County staff to give the highest priority to this ZTA, with a target of bringing the final ZTA back to the Board for a public hearing, Board consideration, and potential adoption in September 2026.

STAFF CONTACT INFORMATION

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rramyar@pwcgov.org

ATTACHMENTS

Attachment A: Staff Analysis & Recommendations for Initiated ZTA
Attachment B: Initiated ZTA and Relevant Resolution

Staff Analysis and Recommendations for Revised Initiated ZTA

1. Separation of DCOZOD Boundary Determination and Development Rights

Under the ZTA initiated on June 9, the eligibility criteria in Sec. 32-509.03(2) serve two separate functions:

1. Determining which properties remain within the DCOZOD; and
2. Determining eligibility for by-right data center development.

In staff's opinion, combining these functions within a single section could potentially create ambiguity regarding whether the criteria are intended to establish the DCOZOD boundaries, eligibility criteria, or both. Staff recommends restructuring the ZTA by relocating the eligibility criteria currently contained in Sec. 32-509.03(2) to Sec. 32-509.02, which governs establishment of the DCOZOD. Under this approach, in staff's opinion, the criteria would be used solely to determine which properties are included within the DCOZOD boundary. Once a property is determined to be within the DCOZOD, the by-right use provisions of Sec. 32-509.03 would apply. Staff believes this approach could provide several benefits:

- Simplifies staff administration by avoiding repeated eligibility determinations during future application reviews; and
- Better aligns the ZTA structure with the apparent intent of the ZTA.

2. Criterion (v) – Pending Applications Filed Within 90 Days of Adoption

The revised criterion (v) currently provides eligibility for properties where:
"a rezoning, special use permit, proffer amendment, an application for a public facilities review for an electric substation, or other legislative application; final site plan; or final plat for a data center(s) is filed ... and accepted ... for quality control review purposes by 11:59 P.M. on [90 calendar days from date of ordinance adoption]..."
In staff's opinion, as written, the provision could potentially be interpreted to include any rezoning, SUP, proffer amendment, or legislative application accepted during the 90-day period, regardless of whether the application relates to a data center proposal. Staff recommends clarifying that each listed application must specifically relate to a proposed data center development.

3. Determination of DCOZOD Boundaries

The initiated text of the ZTA provides that properties included within the DCOZOD shall be determined:

1. Using a map;
2. Pursuant to Sec. 32-509.03(2); and
3. Pursuant to Sec. 32-509.05.

Staff identified two implementation concerns:

A. Potential Expansion of the DCOZOD Boundary

In staff's opinion, Sec. 32-509.03(2) may not be interpreted as expressly limited to properties currently located within the DCOZOD and could be interpreted to allow properties outside the existing DCOZOD boundary to qualify for inclusion if they satisfy one or more eligibility criteria. Staff does not believe this interpretation reflects the apparent intent of the ZTA initiated on June 9. The initiating resolution (Res. No. 26-374) focuses on revising the approval structure and reducing the DCOZOD boundary, rather than

expanding the DCOZOD or adding new geographic areas to the DCOZOD. Staff recommends clarifying that eligible properties must also have been located within the DCOZOD immediately prior to adoption of the ordinance approving the ZTA.
Staff recommends adding language such as:
"and have previously been included in the Data Center Opportunity Zone Overlay District on [the day before the date of ordinance adoption]."

B. Reference to Sec. 32-509.05

The ZTA also provides that DCOZOD properties shall be determined pursuant to Sec. 32-509.05. However, Sec. 32-509.05 establishes circumstances under which data centers may be approved through the special use permit process, which in staff's opinion means that a future Board approved SUP for a data center could be included in the DCOZOD. Because the apparent intent of the initiated ZTA is to establish a fixed DCOZOD boundary rather than create a process for future expansion, staff recommends removing the reference to:
"(iii) pursuant to County Code Sec. 32-509.05".

Proposed Staff Revisions

Sec. 32-509.02:

Existing Ordinance Language	Board-Initiated ZTA Language	Proposed Staff Revisions
Sec. 32-509.02 1. A Data Center Opportunity Zone Overlay District may be established by the Board of County Supervisors on lands in proximity to high voltage transmission lines of 115kv or more and planned or zoned for office or industrial uses. 2. A Data Center Opportunity Zone Overlay District shall be created and amended by ordinance upon resolution of the Board of County Supervisors.	**Sec. 32-509.02** ~~1. A Data Center Opportunity Zone Overlay District shall be created and amended by ordinance upon resolution of the Board of County Supervisors.~~ The properties included in the Data Center Opportunity Zone Overlay District boundaries shall be set (i) using a map, (ii) pursuant to County Code Sec. 32-509.03(2), and (iii) pursuant to County Code Sec. 32-509.05. After [insert date of ordinance adoption], no request for an amendment(s) to the map to include a specific property(s)	**Sec. 32-509.02** ~~1. A Data Center Opportunity Zone Overlay District shall be created and amended by ordinance upon resolution of the Board of County Supervisors.~~ The properties included in the Data Center Opportunity Zone Overlay District boundaries shall be set ~~(i)~~ using a map, ~~(ii)~~ pursuant to County Code Sec. 32-509.02(2)~~, and (iii) pursuant to County Code Sec. 32-509.05~~. After [insert date of ordinance adoption], no request for an amendment(s) to the map to include a specific property(s) in the Data Center Opportunity Zone Overlay District boundaries shall be considered by the Board of County Supervisors. 2. The properties included in the Data Center Opportunity Zone Overlay District shall (i) have been included in the Data Center Opportunity Zone Overlay District on September 21, 2026 and (ii) meet at least one of the following criteria: a) the Board of County Supervisors has accepted proffers or proffered conditions which specify a data center(s) use related to a rezoning or proffer amendment by [insert date of ordinance adoption], the applicant relies in good faith on the rezoning or proffer amendment, and the applicant incurs extensive obligations or substantial expenses in diligent pursuit of the specific project; b) the designated County agent has approved a preliminary subdivision plat, preliminary site plan, or plan of development for a data center(s) by [insert date of ordinance adoption] and the applicant diligently pursues approval of the final plat or final site plan within a reasonable period of time under the

	in the Data Center Opportunity Zone Overlay District boundaries shall be considered by the Board of County Supervisors.	circumstances, the applicant relies in good faith on the approval, and the applicant incurs extensive obligations or substantial expenses in diligent pursuit of the specific project; c) the designated County agent has approved a final site plan, final plat, or final plan of development for a data center(s by [insert date of ordinance adoption], the applicant relies in good faith on the approval, and the applicant incurs extensive obligations or substantial expenses in diligent pursuit of the specific project; d) the zoning administrator or other administrative officer has issued a written order, requirement, decision, or determination regarding the permissibility of a data center use that is no longer subject to appeal and no longer subject to change, modification, or reversal under Virginia Code § 15.2-2311(C), the applicant relies in good faith on the written order, requirement, decision, or determination, and the applicant incurs extensive obligations or substantial expenses in diligent pursuit of the specific project; or e) a rezoning for a data center(s), special use permit for a data center(s), proffer amendment for a data center(s), an application for a public facilities review for an electric substation, or other legislative application for a data center(s); final site plan for a data center(s), or final plat for a data center(s) is filed with the designated County employee(s) and accepted by the designated County employee(s) for quality control review purposes by 11:59 P.M. on [90 calendar days from date of ordinance adoption] and the applicant incurs extensive obligations or substantial expenses in diligent pursuit of said rezoning, special use permit, proffer amendment, application for a public facilities review for an electric substation, or other legislative application; final site plan; or final plat approval.

Sec. 32-509.03 (2). Uses permitted by right.

Existing Ordinance Language	Board-Initiated ZTA Language	Proposed Staff Revisions
2. Data centers shall be permitted by right in the Data Center Opportunity Zone Overlay District in the O(L), O(H), O(M), O(F), M-1, M-2, and M/T zoning districts and in designated office or industrial land bays in the PBD and PMD district.	2. Data centers shall be permitted by right in the Data Center Opportunity Zone Overlay District in the O(L), O(H), O(M), O(F), M-1, M-2, and M/T zoning districts and in designated office or industrial land bays in the PBD and PMD district only if: (i) the Board of County Supervisors has accepted proffers or proffered conditions which specify a data center(s) use related to a rezoning or proffer amendment by [insert date of ordinance adoption], the applicant relies in good faith on the rezoning or proffer amendment, and the applicant incurs extensive obligations or substantial	2. Data centers shall be permitted by right in the Data Center Opportunity Zone Overlay District in the O(L), O(H), O(M), O(F), M-1, M-2, and M/T zoning districts and in designated office or industrial land bays in the PBD and PMD district ~~only if:~~ ~~(i) the Board of County Supervisors has accepted proffers or proffered conditions which specify a data center(s) use related to a rezoning or proffer amendment by [insert date of ordinance adoption], the applicant relies in good faith on the rezoning or proffer amendment, and the applicant incurs extensive obligations or substantial~~

	expenses in diligent pursuit of the specific project; (ii) the designated County agent has approved a preliminary subdivision plat, preliminary site plan, or plan of development for a data center(s) by [insert date of ordinance adoption] and the applicant diligently pursues approval of the final plat or final site plan within a reasonable period of time under the circumstances, the applicant relies in good faith on the approval, and the applicant incurs extensive obligations or substantial expenses in diligent pursuit of the specific project; (iii) the designated County agent has approved a final site plan, final plat, or final plan of development for a data center(s) by [insert date of ordinance adoption], the applicant relies in good faith on the approval, and the applicant incurs extensive obligations or substantial expenses in diligent pursuit of the specific project; (iv) the zoning administrator or other administrative officer has issued a written order, requirement, decision, or determination regarding the permissibility of a data center use that is no longer subject to appeal and no longer subject to change, modification, or reversal under Virginia Code § 15.2-2311(C), the applicant relies in good faith on the written order, requirement, decision, or determination, and the applicant incurs extensive obligations or substantial expenses in diligent pursuit of the specific project; or (v) a rezoning, special use permit, proffer amendment, an application for a public facilities review for an electric substation, or other legislative application; final site plan; or final plat for a data center(s) is filed with the designated County employee(s) and accepted by the designated County employee(s) for quality control review purposes by 11:59 P.M. on [90 calendar days from date of ordinance adoption] and the applicant incurs extensive obligations or substantial expenses in diligent pursuit of said rezoning, special use permit, proffer amendment, application for a public facilities review for an electric substation, or other legislative application; final site plan; or final plat approval.	~~expenses in diligent pursuit of the specific project;~~ ~~(ii) the designated County agent has approved a preliminary subdivision plat, preliminary site plan, or plan of development for a data center(s) by [insert date of ordinance adoption] and the applicant diligently pursues approval of the final plat or final site plan within a reasonable period of time under the circumstances, the applicant relies in good faith on the approval, and the applicant incurs extensive obligations or substantial expenses in diligent pursuit of the specific project;~~ ~~(iii) the designated County agent has approved a final site plan, final plat, or final plan of development for a data center(s) by [insert date of ordinance adoption], the applicant relies in good faith on the approval, and the applicant incurs extensive obligations or substantial expenses in diligent pursuit of the specific project;~~ ~~(iv) the zoning administrator or other administrative officer has issued a written order, requirement, decision, or determination regarding the permissibility of a data center use that is no longer subject to appeal and no longer subject to change, modification, or reversal under Virginia Code § 15.2-2311(C), the applicant relies in good faith on the written order, requirement, decision, or determination, and the applicant incurs extensive obligations or substantial expenses in diligent pursuit of the specific project; or~~ ~~(v) a rezoning, special use permit, proffer amendment, an application for a public facilities review for an electric substation, or other legislative application; final site plan; or final plat for a data center(s) is filed with the designated County employee(s) and accepted by the designated County employee(s) for quality control review purposes by 11:59 P.M. on [90 calendar days from date of ordinance adoption] and the applicant incurs extensive obligations or substantial expenses in diligent pursuit of said rezoning, special use permit, proffer amendment, application for a public facilities review for an electric substation, or other legislative application; final site plan; or final plat approval.~~

Proposed Revisions to Data Center Opportunity Zone Overlay District

Based on staff's evaluation of properties as of August 31, 2026, the proposed DCOZOD under the revised ZTA includes approximately 232 qualifying parcels totaling roughly 3,641 acres. This reflects a reduction of about 6,057 acres, or approximately 62 percent, compared to the existing Overlay boundary. Parcels are included on the DCOZOD only if they meet one or more of the five eligibility criteria identified in Sec. 32-509.03(2) of the revised ZTA. Of the approximately 232 qualifying parcels, 1 meets Criterion 1 (Approved Proffers) totaling 22 acres; 0 meet Criterion 2 (Approved Preliminary Plan); 77 meet Criterion 3 (Approved Final Plan) totaling 1,757 acres, 3 meet Criterion 4 (Final Zoning Determination) totaling 23 acres; and 151 meet Criterion 5 (Filed for Quality Control Review) totaling 1,838 acres.

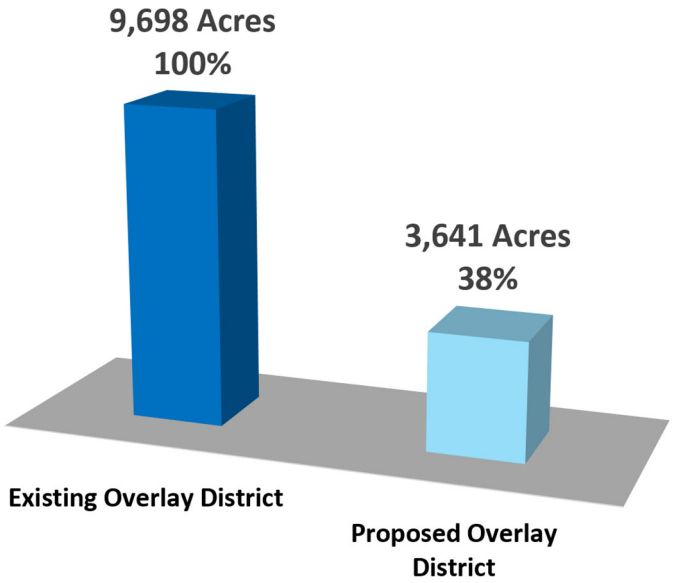


Diagram 1: Existing and Proposed Data Center Opportunity Zone Overlay District Comparison as of August 31, 2026 (percentages are rounded to the nearest percent)

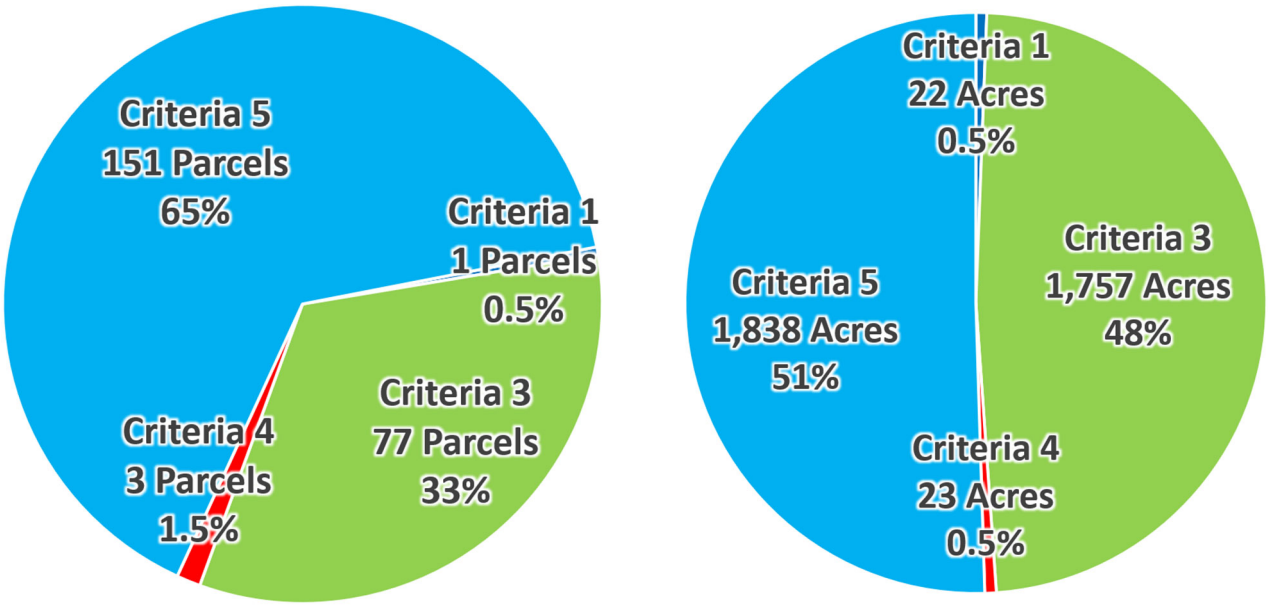
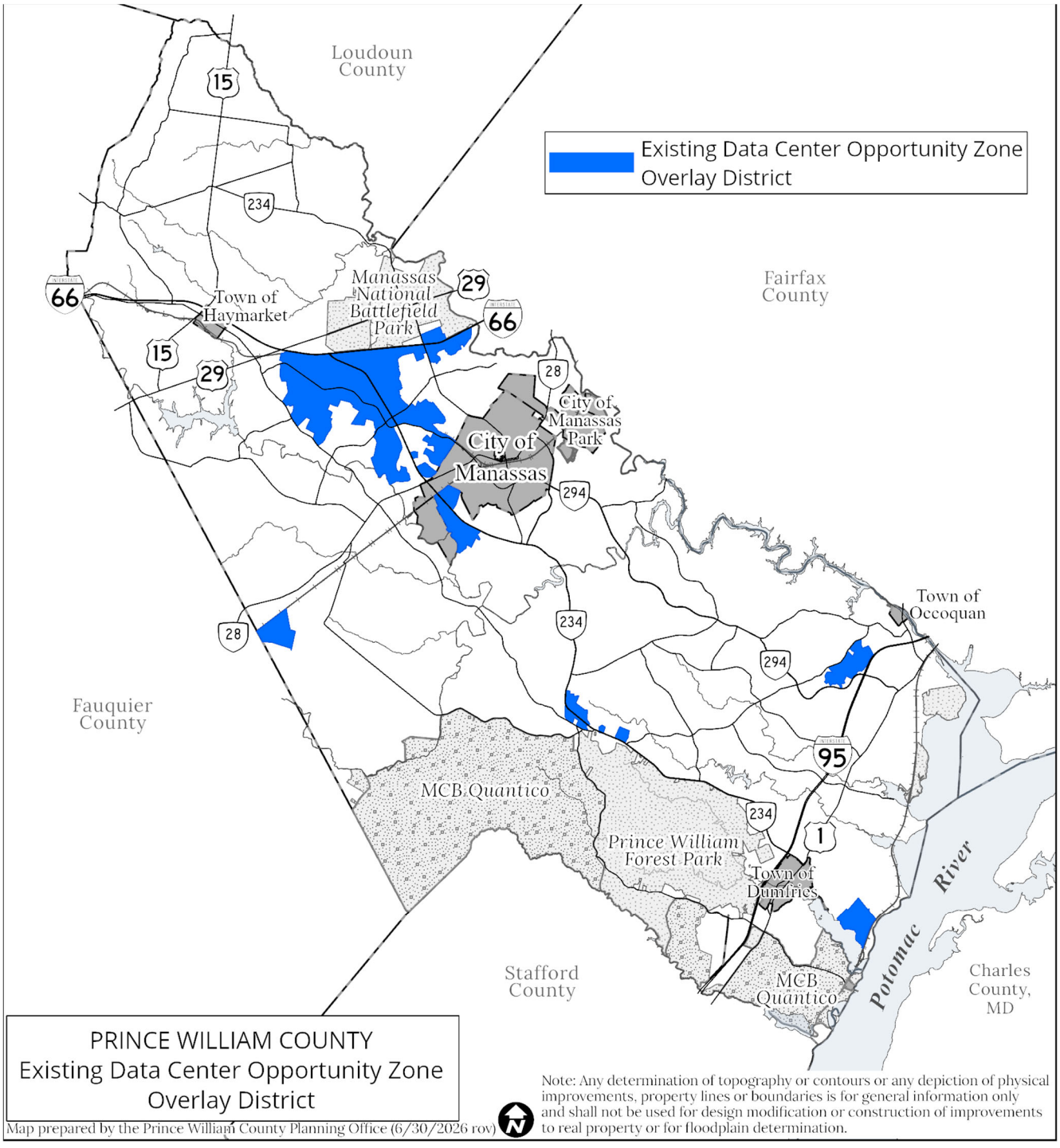


Diagram 2: Data Center parcel counts (left) and land acreage (right) by proposed criteria type, as of August 31, 2026 (percentages are rounded to the nearest percent)



Existing Data Center Opportunity Zone Overlay District Map as of August 31, 2026

MOTION: **GORDY** **June 9, 2026**
Regular Meeting

SECOND: **BODDYE** **Res. No. 26-374**

RE: **INITIATE A ZONING TEXT AMENDMENT TO THE DATA CENTER OPPORTUNITY ZONE OVERLAY DISTRICT AND RELATED SECTIONS TO AMEND THE DATA CENTER USES PERMITTED BY RIGHT AND BY SPECIAL USE PERMIT**

ACTION: **APPROVED**

WHEREAS, the Prince William Board of County Supervisors (Board) adopted the Data Center Opportunity Zone Overlay District (the DCOZOD) on May 17, 2016, and amended development standards within the DCOZOD on June 18, 2019; and

WHEREAS, nearly ten years have elapsed since the creation of the DCOZOD, and nearly seven years have elapsed since its development standards were amended; and

WHEREAS, sufficient time has passed for the Board to examine whether further changes to the DCOZOD are appropriate to address changing land use patterns; and

WHEREAS, in accordance with Virginia Code Sections 15.2-2285 and 15.2286, the Board may amend the Zoning Ordinance whenever it determines that public necessity, convenience, general welfare, and good zoning practice requires such change; and

WHEREAS, on March 3, 2026, by adoption of Resolution Number (Res. No.) 26-125, the Board initiated a zoning text amendment to the DCOZOD; and

WHEREAS, on May 19, 2026, the Board issued Directive DIR 26-11, which among other things, directed the County Executive and staff to stop work on the zoning text amendment which the Board initiated by adoption of Res. No. 26-125; and

WHEREAS, the Board desires to initiate a new zoning text amendment to the DCOZOD; and

WHEREAS, the Board finds that initiation and consideration of a zoning text amendment in a form and substance substantially similar to the attached draft is required by public necessity, convenience, general welfare, and good zoning practice; and

WHEREAS, the Board desires to initiate a zoning text amendment to amend the uses permitted by right and by special use permit in the DCOZOD in a form and substantially similar to the attached draft;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby initiates a zoning text amendment to the Data Center Opportunity Zone Overlay District, County Code Sec. 32-509.01 *et seq*., and any other related sections of the Zoning Ordinance to amend the data center uses permitted by-right and by special use permit, including corresponding DCOZOD map amendments, in a form and substance substantially similar to, and consistent with the intent of, the attached draft zoning text amendment, with changes if appropriate, including, but not limited to, based on the input of stakeholders;

BE IT FURTHER RESOLVED that County staff is directed to give the highest priority to this zoning text amendment with a target of bringing the final zoning text amendment back to the Board for a public hearing, Board consideration, and potential adoption in September 2026;

BE IT FURTHER RESOLVED that the Board rescinds its initiation of the zoning text amendment which it initiated by adoption of Resolution Number 26-125 on March 3, 2026.

ATTACHMENT: Chapter 32 – Zoning Text Amendment (DRAFT)

Votes:
Ayes: Angry, Bailey, Boddye, Gordy, Jefferson, LaCroix, Stewart
Nays: None
Absent from Vote: Vega
Absent from Meeting: None

For Information:
County Executive
Planning Director
County Attorney

ATTEST: Andrea P. Madden
Clerk to the Board

Chapter 32 - ZONING
ARTICLE V. - OVERLAY DISTRICTS
PART 509. DATA CENTER OPPORTUNITY ZONE OVERLAY DISTRICT

Sec. 32-509.01. Purpose and intent.

The Data Center Opportunity Zone Overlay District was created for the purpose of promoting development of data centers within areas of the County where there is existing infrastructure that could adequately support the proposed use. This District continues the County's efforts to attract and advance high-tech industrial development while limiting negative impacts to communities.

Sec. 32-509.02. Establishment of Data Center Opportunity Zone Overlay District.

1. ~~A Data Center Opportunity Zone Overlay District may be established by the Board of County Supervisors on lands in proximity to high voltage transmission lines of 115kv or more and planned or zoned for office or industrial uses.~~
2. ~~A Data Center Opportunity Zone Overlay District shall be created and amended by ordinance upon resolution of the Board of County Supervisors.~~ The properties included in the Data Center Opportunity Zone Overlay District boundaries shall be set (i) using a map, (ii) pursuant to County Code Sec. 32-509.03(2), and (iii) pursuant to County Code Sec. 32-509.05. After [insert date of ordinance adoption], no request for an amendment(s) to the map to include a specific property(s) in the Data Center Opportunity Zone Overlay District boundaries shall be considered by the Board of County Supervisors.

~~3~~ 2. Said District shall overlay the existing zoning district. The regulations and requirements of the underlying zoning district and the Data Center Opportunity Zone Overlay District shall both apply, provided however, that when the regulations applicable to ~~the Data Center Opportunity Zone Overlay District~~ this Section 32-509.02 conflict with the regulations of an underlying zoning district, the ~~Data Center Opportunity Zone Overlay District~~ regulations of this Section 32-509.02 shall apply.

~~4~~ 3. Data Center Design Standards. Data Centers shall meet the following design guidelines:

(A) Principal building façades. Principal building façades shall include all building façades that face adjacent major arterials or interstates. When a building has more than one principal façade, such principal building façades shall be consistent in terms of design, materials, details, and treatment. Principal building façades associated with new construction shall meet the following standards:

(1) Principal building façades shall avoid the use of undifferentiated surfaces by including at least two of the following design elements:

a. change in building height;
b. building step-backs or recesses;
c. fenestration;
d. change in building material, pattern, texture, color; or
e. use of accent materials.

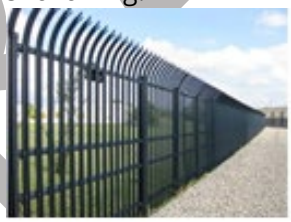
(B) Screening of mechanical equipment. In order to minimize visibility from adjacent roads and adjacent properties, ground level and roof top mechanical equipment shall be screened from major arterials, interstates and abutting residentially zoned or planned properties. This screening may be provided by a principal building or existing vegetation that will remain on the property or is within a landscaping/buffer easement on an adjacent property. Mechanical equipment not screened by a principal building or existing vegetation shall be screened by a visually solid fence, screen wall or panel, parapet wall, or

DRAFT

other visually solid screen that shall be constructed of materials compatible with those used in the exterior construction of the principal building. Notwithstanding the requirements of this section, mechanical equipment located in a manner found to have no adverse impact on adjacent roads and adjacent properties, as determined by the Planning Director, shall not be required to be screened.

(C) Buffer yard requirement. A buffer yard is required in order to screen the data center from adjacent residentially zoned or planned properties. In lieu of the buffer yard requirement in DCSM Section 800, any side/rear yard abutting property that is not planned or developed with commercial or industrial uses shall include a buffer yard required plantings installed on an earthen berm that has a minimum height of six (6) feet and a slope not steeper than 2:1, planted to a type C DCSM buffer standard. The buffer yard plantings shall be installed in accordance with the requirements of the DCSM. Notwithstanding the requirements of this section, use of natural topography and preservation of existing vegetation, supplemented by new vegetation, if needed, or on the outside of a six foot tall solid fence, may be substituted for the above requirements when found by the Planning Director to provide visual screening from adjacent land uses at the density, depth, and height equivalent to the buffer yard with earthen berm.

(D) Fencing. Fencing of the property is permitted, provided that fencing along public or private streets is not chain-link, with or without slatted inserts, and does not include barbed wire or other similarly visibly intrusive deterrence device. Chain-link fencing or barbed wire fencing are prohibited along public or private street frontages. This fencing allowance does not relieve a property owner from complying with all fire and access code requirements. The Planning Director may allow for alternative compliance with this requirement, provided the applicant demonstrates that the fencing visibility is reduced, through the use of landscaping and other methods to reduce visibility. Examples of permitted fencing include the following:


(E) Data Centers are permitted an increased FAR, within the Data Center Opportunity Zone Overlay District, up to 1.0 FAR provided all other development standards (excluding FAR limitations) for the underlying district are met and only if the data center(s) is permitted pursuant to County Code Sec. 32-509.03(2). ~~Data center outside of the Data Center Opportunity Zone Overlay District may request an increase in FAR through a special use permit process, as described and allowed in Section 32-400.04 of the Zoning Ordinance.~~

(F) Substations. Substations shall be screened from adjacent major roads or residentially zoned/planned properties as follows:

(1) Ten-foot-tall opaque fencing facing residentially zoned/planned properties.

(2) All other buffering and landscaping requirements of the DCSM shall still apply.

(G) Building façades facing County registered historic site Manassas Battlefield Park. Building façades facing Manassas Battlefield Park, that are visible from viewshed anchors as identified in the Manassas Battlefields Viewshed Preservation Study, shall be non-reflective and dark green or dark brown in color. The Planning Director may approve other

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colors provided the colors are demonstrated to be earth tones that will help the building façade blend into the tree line.

Sec. 32-509.03. Uses permitted by right.

1. All non-data center uses permitted by right in the underlying zoning district shall be permitted in the Data Center Opportunity Zone Overlay District.

2. Data centers shall be permitted by right in the Data Center Opportunity Zone Overlay District in the O(L), O(H), O(M), O(F), M-1, M-2, and M/T zoning districts and in designated office or industrial land bays in the PBD and PMD district only if:

(i) the Board of County Supervisors has accepted proffers or proffered conditions which specify a data center(s) use related to a rezoning or proffer amendment by [insert date of ordinance adoption], the applicant relies in good faith on the rezoning or proffer amendment, and the applicant incurs extensive obligations or substantial expenses in diligent pursuit of the specific project;

(ii) the designated County agent has approved a preliminary subdivision plat, preliminary site plan, or plan of development for a data center(s) by [insert date of ordinance adoption] and the applicant diligently pursues approval of the final plat or final site plan within a reasonable period of time under the circumstances, the applicant relies in good faith on the approval, and the applicant incurs extensive obligations or substantial expenses in diligent pursuit of the specific project;

(iii) the designated County agent has approved a final site plan, final plat, or final plan of development for a data center(s) by [insert date of ordinance adoption], the applicant relies in good faith on the approval, and the applicant incurs extensive obligations or substantial expenses in diligent pursuit of the specific project;

(iv) the zoning administrator or other administrative officer has issued a written order, requirement, decision, or determination regarding the permissibility of a data center use that is no longer subject to appeal and no longer subject to change, modification, or reversal under Virginia Code § 15.2-2311(C), the applicant relies in good faith on the written order, requirement, decision, or determination, and the applicant incurs extensive obligations or substantial expenses in diligent pursuit of the specific project; or

(v) a rezoning, special use permit, proffer amendment, an application for a public facilities review for an electric substation, or other legislative application; final site plan; or final plat for a data center(s) is filed with the designated County employee(s) and accepted by the designated County employee(s) for quality control review purposes by 11:59 P.M. on [90 calendar days from date of ordinance adoption] and the applicant incurs extensive obligations or substantial expenses in diligent pursuit of said rezoning, special use permit, proffer amendment, application for a public facilities review for an electric substation, or other legislative application; final site plan; or final plat approval.

Sec. 32-509.04. Secondary uses.

All permitted secondary uses in the underlying zoning district shall be permitted in the Data Center Opportunity Zone Overlay District.

Sec. 32-509.05. Uses permitted by Special Use Permit.

1. All permitted non-data center special uses in the underlying zoning district shall be permitted by special use permit in the Data Center Opportunity Zone Overlay District.

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2. Unless otherwise permitted pursuant to County Code Sec. 32-509.03(2), data centers shall be permitted in the B-1, O(L), O(H), O(M), O(F), M-1, M-2, and M/T zoning districts and in designated office or industrial land bays in the PBD and PMD district by special use permit.

Sec. 32-509.06. Prohibited Districts.
Data centers shall be prohibited in agricultural, residential, PMR, B-2, B-3, and V districts.

Sec. 32-401.13. - Special uses.
The following uses shall be permitted in the B-1 District with a Special Use Permit: . . .
10.Data Center unless otherwise permitted pursuant to County Code Sec. 32-509.03(2). As part of a special use permit for a data center(s) in the B-1 zoning district, an applicant may request, and the Board of County Supervisors may approve, an increase in FAR through the special use permit process, as described and allowed in County Code Sec. 32-400.04(3).

Sec. 32-402.11. - Uses permitted by right.
The following uses shall be permitted by right in the O(L) District: . . .
6. Data Center within the Data Center Opportunity Zone Overlay District only if permitted pursuant to County Code Sec. 32-509.03(2).

Sec. 32-402.13. - Special uses.
The following uses shall be permitted in the O(L) District with a Special Use Permit: . . .
4. Data Center unless otherwise permitted pursuant to County Code Sec. 32-509.03(2). As part of a special use permit for a data center(s) in the O(L) zoning district, an applicant may request, and the Board of County Supervisors may approve, an increase in FAR through the special use permit process, as described and allowed in County Code Sec. 32-400.04(3).

Sec. 32-402.21. - Uses permitted by right.
The following uses shall be permitted by right in the O(H) District: . . .
6. Data Center within the Data Center Opportunity Zone Overlay District only if permitted pursuant to County Code Sec. 32-509.03(2).

Sec. 32-402.23. - Special uses.
The following uses shall be permitted in the O(H) District with a Special Use Permit: . . .
3. Data Center unless otherwise permitted pursuant to County Code Sec. 32-509.03(2). As part of a special use permit for a data center(s) in the O(H) zoning district, an applicant may request, and the Board of County Supervisors may approve, an increase in FAR through the special use permit process, as described and allowed in County Code Sec. 32-400.04(3).

Sec. 32-402.31. - Uses permitted by right.
The following uses shall be permitted by right in the O(M) District: . . .
6. Data Center within the Data Center Opportunity Zone Overlay District only if permitted pursuant to County Code Sec. 32-509.03(2).

Sec. 32-402.33. - Special uses.
The following uses shall be permitted in the O(M) District with a Special Use Permit: . . .
3. Data Center unless otherwise permitted pursuant to County Code Sec. 32-509.03(2). As part of a special use permit for a data center(s) in the O(M) zoning district, an applicant may request, and the

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Board of County Supervisors may approve, an increase in FAR through the special use permit process, as described and allowed in County Code Sec. 32-400.04(3).

Sec. 32-402.41. - Uses permitted by right.
The following uses shall be permitted by right in the O(F) District: . . .
8. Data Center within the Data Center Opportunity Zone Overlay District only if permitted pursuant to County Code Sec. 32-509.03(2).

Sec. 32-402.43. - Special uses.
The following uses shall be permitted in the O(F) District with a Special Use Permit: . . .
3. Data Center unless otherwise permitted pursuant to County Code Sec. 32-509.03(2). As part of a special use permit for a data center(s) in the O(F) zoning district, an applicant may request, and the Board of County Supervisors may approve, an increase in FAR through the special use permit process, as described and allowed in County Code Sec. 32-400.04(3).

Sec. 32-403.11. - Uses permitted by right.
The following uses shall be permitted by right in the M-1 District: . . .
19. Data Center within the Data Center Opportunity Zone Overlay District only if permitted pursuant to County Code Sec. 32-509.03(2).

Sec. 32-403.13. - Special uses.
The following uses shall be permitted in the M-1 District with a Special Use Permit, including any other manufacturing, processing or wholesaling use not otherwise permitted by this chapter; including any use involving the storage of petroleum, propane or natural gas products or hazardous materials. . . .
3. Data Center unless otherwise permitted pursuant to County Code Sec. 32-509.03(2). As part of a special use permit for a data center(s) in the M-1 zoning district, an applicant may request, and the Board of County Supervisors may approve, an increase in FAR through the special use permit process, as described and allowed in County Code Sec. 32-400.04(3).

Sec. 32-403.21. - Uses permitted by right.
The following uses shall be permitted by right in the M-2 District: . . .
13. Data Center within the Data Center Opportunity Zone Overlay District only if permitted under County Code Sec. 32-509.03(2).

Sec. 32-403.23. - Special uses.
The following uses shall be permitted in the M-2 District with a Special Use Permit: . . .
3. Data Center unless otherwise permitted pursuant to County Code Sec. 32-509.03(2). As part of a special use permit for a data center(s) in the M-2 zoning district, an applicant may request, and the Board of County Supervisors may approve, an increase in FAR through the special use permit process, as described and allowed in County Code Sec. 32-400.04(3).

Sec. 32-403.31. - Uses permitted by right.
The following uses shall be permitted by right in the M/T District. . . .
21. Data Center within the Data Center Opportunity Zone Overlay District only if permitted pursuant to County Code Sec. 32-509.03(2).

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Sec. 32-403.33. - Special uses.

The following uses shall be permitted in the M/T District with a Special Use Permit, including any other manufacturing, processing, or wholesaling use not otherwise permitted by this chapter, including any use involving the storage of petroleum, propane or natural gas products or hazardous materials. . . .

3. Data Center unless otherwise permitted pursuant to County Code Sec. 32-509.03(2). As part of a special use permit for a data center(s) in the M/T zoning district, an applicant may request, and the Board of County Supervisors may approve, an increase in FAR through the special use permit process, as described and allowed in County Code Sec. 32-400.04(3).

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PRINCE WILLIAM COUNTY

DPA2026-00006, Data Center Opportunity Zone Overlay District (DCOZOD)

Countywide

Planning Office

September 22, 2026

Background

Background

- Board initiated a ZTA on March 3, 2026.
- At the April 23, 2026, DORAC meeting, staff outlined the March 3 initiated DCOZOD ZTA.
- Board initiated a new ZTA on June 9, 2026, and rescinded initiation of its March 3, 2026 ZTA.
- County staff is directed to give the highest priority to this ZTA with a target of bringing the final zoning text amendment back to the Board for a public hearing, Board consideration, and potential adoption in September 2026.
- County staff discussed the ZTA initiated June 9 with the CDC on July 15 and DORAC on July 23 and received feedback.
- The Planning Commission will hold a public hearing on September 9, 2026, and provided a recommendation.

Proposed Eligibility Pathways

Properties Remaining in the DCOZOD Must Meet One of Five Criteria

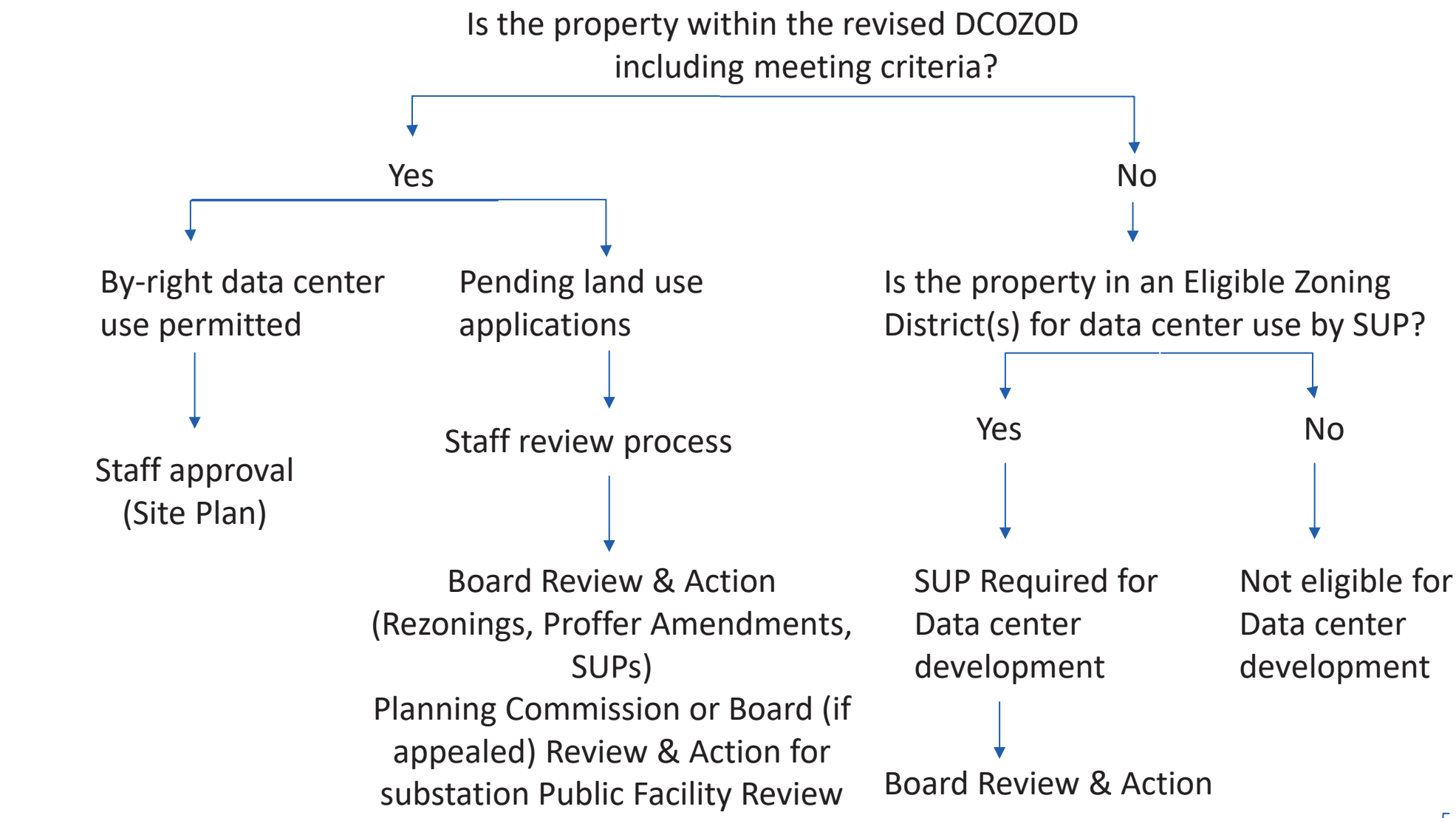
1. Approved proffers or proffered conditions specifying a data center use in a rezoning or proffer amendment by date of ordinance adoption.
2. Approved preliminary development plans (site plan, or plan of development) for a data center(s) by date of ordinance adoption.
3. Approved final site plan, final plat, or final plan of development for a data center(s) by date of ordinance adoption.
4. Final zoning determination for a data center(s).
5. Pending rezoning, special use permit or proffer amendment for a data center use, public facility review for electric substation, or final site plan/plat applications accepted for quality control review by 90 calendar days from date of ordinance adoption.

Proposed Eligibility Pathways

Revised DCOZOD

- An owner of property in the DCOZOD that meets eligibility criteria under Sec. 32-509.03(2)(i)-(iv) could pursue data center development by right.
- An owner of property in the DCOZOD that meets eligibility criteria under Sec. 32-509.03(2)(v) would be required to obtain, as applicable:
  - Board approval of the data center use (ex. rezoning, proffer amendment, or SUP),
  - Planning Commission or Board approval (if appealed) of the public facility review for an electric substation, or
  - County staff approval of the final site plan or final plat for the data center(s).
- An owner of property outside of the DCOZOD that is in the B-1, O(L), O(H), O(M), O(F), M-1, M-2, M/T, and designated office or industrial land bays in the PBD or PMD zoning districts may apply for a SUP for a data center(s).

Future Data Center Development



Current Framework vs. Proposed Framework

PRINCE WILLIAM COUNTY

Zoning District	Inside Existing DCOZOD	Outside Existing DCOZOD	Inside Proposed DCOZOD*	Outside Proposed DCOZOD
B-1, General Business	SUP	SUP	SUP	SUP
O(L), Office Low-Rise	By-right	SUP	By-right	SUP
O(H), Office High-Rise	By-right	SUP	By-right	SUP
O(M), Office Mid-Rise	By-right	SUP	By-right	SUP
O(F), Office Flex	By-right	SUP	By-right	SUP
M-1, Heavy Industrial	By-right	SUP	By-right	SUP
M-2, Light Industrial	By-right	SUP	By-right	SUP
M/T, Industrial/Transportation	By-right	SUP	By-right	SUP

*For qualifying properties

Staff Analysis and Recommended Revisions

1. Separation of Boundary Determination and Development Rights

- In staff's opinion, the current draft uses the same criteria to (at Sec. 32-509.03 (2)):
  - Define DCOZOD boundaries; and
  - Grant by-right data center eligibility .

Staff recommends separating these functions under different sections, in Sec. 32-509.02 (Establishment of the DCOZOD) and Sec. 32-509.03 (Uses Permitted by Right).

2. Criterion (v) Clarifications

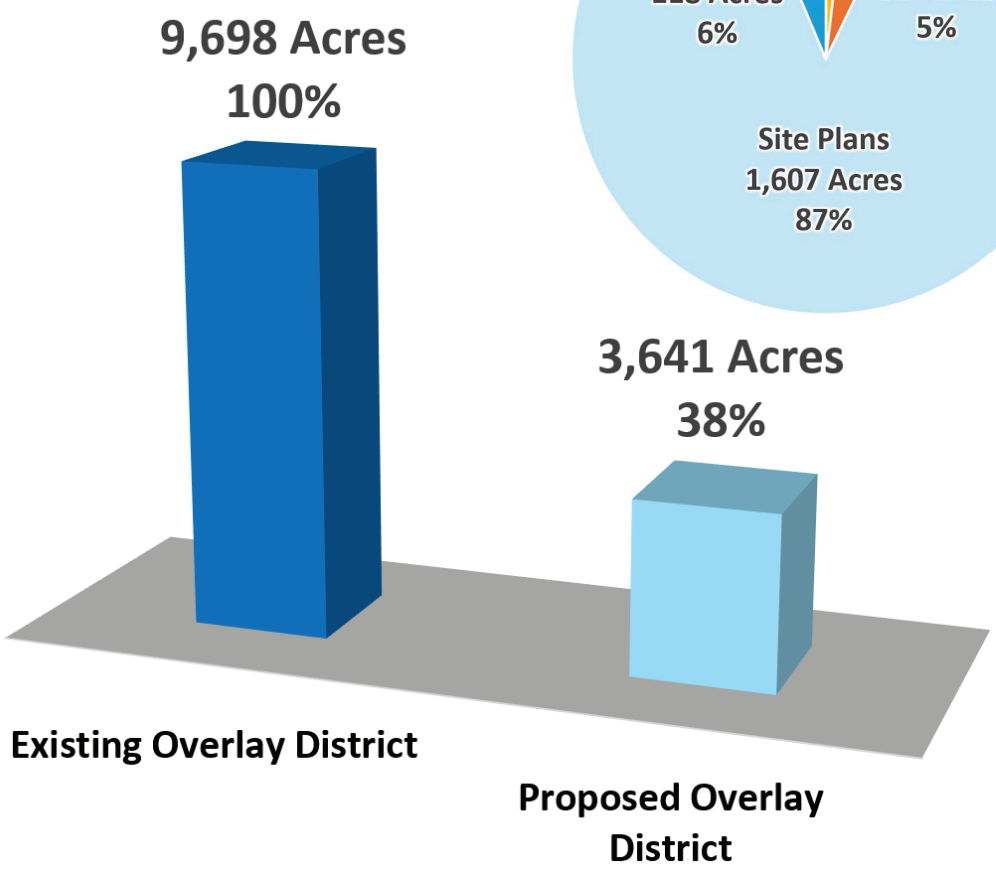
- Further clarify that all listed applications must be for a data center proposal.

3. Overlay District Boundary Interpretation

- Further clarify that eligibility evaluation applies only to properties within the existing DCOZOD as of the day before the ZTA is approved by the Board.

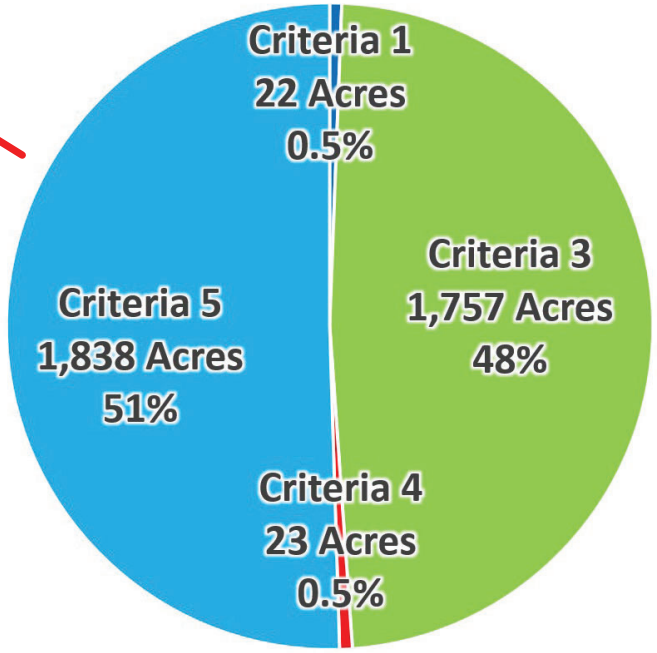
Acreage—Existing & Proposed DCOZOD, as of August 31, 2026

PRINCE WILLIAM COUNTY



Existing and Proposed Data Center Opportunity Overlay District Comparison as of August 31, 2026

Criteria 5 Land Acreage by Application/Development Type, as of August 31, 2026



Data Center Land Acreage by Proposed Criteria Type as of August 31, 2026

Action & Ordinance Options

Staff recommends approval of the proposed ZTA and incorporating the staff-recommended changes.

MOTION: **September 22, 2026**
Regular Meeting
SECOND: **Res. No. 26-**

RE: **Authorize a Closed Meeting**

ACTION:

WHEREAS, the Prince William Board of County Supervisors (Board) desires to consult with legal counsel and staff and discuss in Closed Meeting the following matters:

WHEREAS, pursuant to Section 2.2-3711(A) (3), (7), and (8) VA Code Ann., such discussions may occur in Closed Meeting;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby authorizes discussion of the aforestated matters in Closed Meeting.

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

For Information:
County Attorney

ATTEST: _____
Clerk to the Board

MOTION: **September 22, 2026**
Regular Meeting
SECOND: **Res No. 26-**

RE: **Amend the Prince William County Procurement Regulations to be Consistent with Section 2.2-4300 of the Code of Virginia, Virginia Public Procurement Act, as Amended**

ACTION:

WHEREAS, the Prince William County Procurement Regulations were originally adopted in 1981; and

WHEREAS, the last major revision to the Procurement Regulations occurred in 2025; and

WHEREAS, the Virginia Public Procurement Act (VPPA) and Code of Virginia have been updated each time the legislature has been in session; and

WHEREAS, the most efficient way to bring the Prince William County Procurement Regulations consistent with Section 2.2-4300 of the Code of Virginia, VPPA, as amended, is through minor changes due to editorial, legislative, or clarifying terms to the following sections:

- Section 100.04 Definitions
- Section 200.10 Authority to Suspend or Debar
- Section 300.07 Construction
- Section 400.07 Bid Submission
- Section 600.05 Bid Bonds
- Section 600.07 Award and Rejection of Bids
- Section 700.06 Award of Contract

WHEREAS, the most efficient way to bring the Prince William County Procurement Regulations consistent with Section 2.2-4300 of the Code of Virginia, VPPA, as amended, is through major changes due to procedural or policy changes to the following sections:

- Section 100.11 Contract Form
- Section 300.10 Additional Exemptions from Competition

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby recodifies the Prince William County Purchasing Regulations to be consistent with Section 2.2-4300 of the Code of Virginia, Virginia Public Procurement, as amended;

BE IT FURTHER RESOLVED that the recodification to the Prince William County Procurement Regulations shall take effect at 12:01 a.m. on September 23, 2026.

ATTACHMENT: Amended Prince William County Procurement Regulations, 2026

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

For Information:
Chief Procurement Officer
County Attorney

ATTEST: _____
Clerk to the Board

PRINCE WILLIAM COUNTY PROCUREMENT REGULATIONS

Revised September 23, 2026

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§100.00 GENERAL REGULATIONS

§100.01 Procurement Regulations

(A) These regulations are promulgated by resolution of the Board of County Supervisors ofPrince William County (Board), pursuant to Virginia Code § 2.2-4302, Virginia Public Procurement Act, as amended, to effectuate the purposes of those statutes with regard to procurement of goods, services, insurance, and construction for the County and the disposition of surplus property. These regulations shall have the force and effect of law,and may be amended, altered, or repealed by the Board, as it shall deem appropriate.

(B) The original regulations became effective at 12:01 A.M., on January 1, 1981, and have been/will be amended when necessary or appropriate and in accordance with applicable law.

(C) Subject to § 100.02 hereof, application of these regulations to County Procurement, these regulations shall apply to any procurement for goods, services, insurance, or construction entered into after their effective date, unless the parties agree to their application to a procurement or contract solicited or entered into prior to their effective date.

§100.02 Application of these Regulations to County Procurement

(A) These regulations shall apply to every expenditure of funds appropriated by the Board of County Supervisors, by or on behalf of the Board or any Using Department pursuant to § 9.2 of the Prince William County Code, for the procurement of any goods, services, insurance, or construction, except as otherwise provided by law or these regulations.

(B) The regulations shall apply to all dispositions of County surplus property, other than real property.

(C) Nothing contained in these regulations shall prevent the Board or Using Department from complying with the terms and conditions of any grant, gift, or bequest.

(D) Where a procurement of any goods, services, insurance, or construction involves the expenditure of Federal assistance or contract funds, the Chief Procurement Officer shall comply with all Federal laws and regulations which may not be reflected in these regulations.

(E) Notwithstanding any other provision of these regulations, nothing contained in these

regulations shall be deemed to govern procurements, sales or other dispositions undertaken by the Prince William County School Board or its agents, or the regional health district.

§100.03 Special Provisions for Sanitary Districts, Authorities, and Constitutional Officers

When so provided by separate resolution, agreement, or other appropriate legal action by the Board of County Supervisors, these regulations shall apply to procurements and dispositions for any sanitary district, authority, or constitutional officer. In the absence of such separate resolution, agreement, or action, sanitary districts, authorities, and constitutional officers shall provide in all respects for their own procurement under such regulations as they may lawfully adopt.

§100.04 Definitions

(A) For purposes of these regulations, the following terms have the meanings ascribed to themherein, except where the context clearly requires another meaning.

1. **Acceptance Agreement**: A written notice that summarizes the agreement betweenthe County and the Contractor on the terms of the Contract.

2. **Addendum/Amendment:** A written notice or graphic depiction issued prior to theresponse due date and time, to modify or clarify the solicitation.

3. **Aggregate Total Value:** the total sum or cumulative cost of all related goods and/or services.

4. **Alternate Bid:** A bid submitted in addition to or in lieu of submitting a responsive bid. The alternate bid shall clearly reflect intentional substantive variations to the solicitation.

5. **Analysis, Value:** To examine the function of products and systems to determine thetotal cost and total savings. A value analysis is performed to compare value among products and systems being considered for procurement.

6. **Approving Authority**: The individual or entity with the authority to approve the selection of a Contractor.

7. **Best Value:** The overall combination of quality, price, and various elements of required goods or services that in total are optimal relative to the County's need, aspredetermined in the solicitation.

8. **Bid:** The response to an Invitation for Bid (IFB) submitted by a bidder.

9. **Bidder:** A person or business who submits a response to an Invitation for Bid (IFB).

10. **Bond, Bid:** A form of security/financial protection issued by a third party (e.g., suretybond company) to guarantee that the principal (lowest responsive and responsible bidder) has the willingness and capability to enter into a contract. The bid bond guarantees compensation to the obligee (i.e., the County) in the event of default bythe principal.

11. **Bond, Payment:** A form of security/financial protection issued by a third party (e.g.,surety bond company) to guarantee that the principal (prime contractor) will promptlypay its financial obligations to its subcontractors, material suppliers, and other hires.

    The payment bond guarantees protection to the obligee (i.e., the County) from claimsfrom the principal's subcontractors, material suppliers, and other hires, in the event of default by the principal.

12. **Bond, Performance:** A form of security/financial protection issued by a third party (e.g., surety bond company) to guarantee that the principal (prime contractor) will perform the work/complete the project as described in the contract. The performancebond guarantees compensation to the obligee (i.e., the County) in the event of defaultby the principal.

13. **Brand Name or Equal Specification:** A descriptive form of specification where the good is described by a unique identifier specific to a particular seller or manufacturerthat distinguishes the good from its competition.

14. **Change Order:** A type of modification, typically used for construction contracts, whichdirects a party, in writing, to make a change from an original contract.

15. **Chief Procurement Officer:** The Chief Procurement Officer for the County shall be under the supervision and control of the Deputy County Executive for Government Operations, Performance and Innovation for the faithful execution and performance of procurement functions in accordance with these regulations.

16. **Competitive Negotiation:** A formal procurement method which allows for

contract award based on pre-established criteria described in a Request for Proposal (RFP), where the offeror's proposals and oral presentations, when requested, are evaluated, and scored, and negotiations take place with the top ranked offeror(s) to arrive at a fair and reasonable contract award.

17. **Competitive Sealed Bidding:** A formal procurement method which allows for contract award based on the specifications or scope of work described in an Invitation for Bid (IFB), where the bids are evaluated to determine if the bids are responsive and the bidders are responsible, and to determine if prices are fair and reasonable. The contract award(s) is made to the lowest responsive and responsible bidder.

18. **Confidential or Proprietary Information:** Any public record(s) that is rightfully and properly marked as confidential or proprietary. Such information shall not be disclosed to the public, unless required by law, including, but not limited to Virginia Code § 2.2- 4342 and the Virginia Freedom of Information Act, Virginia Code § 2.2- 3700 *et seq*.

19. **Constitutional Officer:** Specific government officials whose offices are created by Virginia Constitution - the Sheriff, Clerk of Circuit Court, and Commonwealth Attorney.

20. **Construction:** Building, altering, repairing, improving, or demolishing any structure, building, or highway, and any draining, dredging, excavation, grading, or similar work upon real property.

21. **Construction Contract:** a contract relating to the construction, alteration, repair, or maintenance of a building, structure, or appurtenance to such building or structure, including moving, demolition, and excavation connected with such building or structure, or any provision contained in any contract relating to the construction of projects other than buildings.

22. **Construction Management Contract:** A contract in which a party is retained by the owner to coordinate and administer contracts for construction services for the benefit of the owner, and may also include, if provided in the contract, the furnishing of construction services to the owner.

23. **Consulting Services:** Services of an advisory nature required to support policy development, decision-making, administration, or management of a business or public entity; generally provided by individuals or organizations who possess

specific knowledge, technical skills, or unique abilities not usually available in-house or from within the entity.

24. **Contract:** A legally binding set of promises, or agreement between two (2) or more parties creating obligations that are enforceable or otherwise recognizable by law.

25. **Contract Administration:** Enforcing the contract terms and conditions to ensure the stated goals of the contract are met.

26. **Contract Administrator:** A representative of the Using Department responsible for contract administration activities including payment, monitoring of progress, inspection and acceptance, quality assurance, monitoring and surveillance, modifications, negotiations, contract closeout, and other activities.

27. **Contractor:** An individual, business, or entity awarded a contract by the County to provide goods, services, or construction.

28. **Cost, Direct:** Direct labor and direct materials specifically attributed to the creation of a final product.

29. **Cost, Indirect:** Indirect labor and indirect material that cannot be directly traced to the creation of a final product, but such labor and material is considered overhead/necessary operating expenses.

30. **County:** Prince William County, Virginia, a political subdivision of the Commonwealth of Virginia, governed by the Board of County Supervisors of Prince William County, Virginia, and consisting of all of the County's authorized Using Departments, divisions, branches, sections, agencies, offices, boards, districts, and entities.

31. **Debarment:** A sanction excluding a person or business from participation in contracting opportunities or conducting business with a public body for a period of three (3) years or less in order to protect the interest of the public body. Debarment actions are discretionary actions but are normally imposed for serious offenses.

32. **Designee**: An individual with written authority to act on behalf of a County official.

33. **Design-Build Contract:** A contract between a public body and another party in

which the party contracting with the public body agrees to both design and build the structure, roadway, or other item specified in the contract.

34. **Direct Pay:** A method of payment authorized for specific transactions identified in these Regulations that do not require the issuance of a purchase order or other procurement instrument. Direct Pay shall be used only for the transactions expressly authorized by these Regulations and shall not be used as an alternative method to procure or pay for goods, services, insurance, or construction that are otherwise subject to the procurement requirements of these Regulations.

35. **Employee:** For purposes of these regulations, any individual who is legally employed by the County, Constitutional Officer, or any Volunteer Fire/Rescue Company member.

36. **Employment Services Organization:** An organization that provides employment services to individuals with disabilities that is a Commission on the Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Virginia Department for Aging and Rehabilitative Services.

37. **Exempt Purchase:** Purchases designated by the Board of County Supervisors to be exempt from competition.

38. **Faith-Based Organization:** A religious organization that is, or applies to be, a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104- 193, as amended.

39. **Gift**: Any payment, loan, subscription, advance, deposit of money, services, or anything, present or promised, unless consideration of substantially equal or greater value is exchanged

40. **Goods:** All material, equipment, supplies, printing, hardware, software, and vehicles.

41. **Immediate Family of Employee:** A spouse, child, parent, brother, sister, and any other person living in the same household as the County employee.

42. **In Writing or Written:** Any worded or numbered expression, which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

43. **Informality:** A minor defect or variation of a bid or proposal from the exact requirements of the Invitation for Bid or the Request for Proposal, which does not affect the price, quality, quantity, or delivery schedule for the goods, services, insurance, or construction being procured.

44. **Invitation for Bid (IFB):** A formal solicitation that is released to the public requesting bids for goods or services to provide the requirements as stated in the solicitation.

45. **Kickback:** Any payment, loan, subscription, advance, deposit of money, gift, service, or anything of value, unless consideration of substantially equal or greater value is exchanged.

46. **Labor, Direct:** The wages of people that directly contribute the creation of a specific product.

47. **Labor, Indirect:** The wages of people that do not directly contribute to the creation of a specific product, but such labor is considered overhead/necessary operating expenses.

48. **Life Cycle Costing:** A procurement evaluation which determines the total cost of ownership (cradle to grave). Elements reviewed consist of acquisition cost, installation cost, operating cost, maintenance and repair cost, disposal and salvage cost, and any possible trade-in or buy-back value.

49. **Market Research:** Collecting and analyzing information about capabilities within the marketplace.

50. **Modification:** Written alteration of a contract. Bilateral modifications require the mutual agreement of the parties to the contract. Unilateral modifications are generally for a minor or administrative purpose and are issued by the County.

51. **Multiphase Professional Services Contract:** A contract for providing professional services where the total scope of work of the second or subsequent phase(s) of the contract cannot be specified without the results of the first or prior phase of the contract.

52. **Negotiation:** Formal discussions where the goal is for the parties to reach a fair and reasonable agreement.

53. **Nonprofessional Services:** Any services not specifically identified as

professional services in the definition of professional services under Virginia Code § 2.2-4301.

54. **Notice of Contract Award:** A written notice issued to bidders, offerors, or to the public, announcing the award of a contract.

55. **Notice of Contract Termination:** A written notice issued by the Chief Procurement Officer to the contractor, announcing the termination of the contract.

56. **Offeror:** A person or business who submits a response to a Request for Proposal (RFP).

57. **Potential Bidder or Offeror:** A person or business who is engaged in the sale or lease of goods, or the sale of services, insurance, or construction, of the type to be procured, and who at such time is eligible and qualified in all respects to provide such goods or perform such services, and who would have been eligible and qualified to submit a bid or proposal had the contract been procured through competitive sealed bidding or competitive negotiation.

58. **Prevailing Wage Rate:** means the rate, amount, or level of wages, salaries, benefits, and other remuneration prevailing for the corresponding classes of workers in the locality in which the public works project is located, as determined by the Commissioner of Labor and Industry pursuant to Virginia Code §2.2-4321.3

59. **Procurement:** Buying, purchasing, renting, leasing, or otherwise acquiring goods, services, insurance, or construction. Procurement includes all functions that pertain to the acquisition, including preparing a description of requirements, preparing and issuing a solicitation, selection and solicitation of sources, receiving and evaluating bids and proposals, preparation and award of contracts, all phases of contract administration, and salvage and disposal operations.

60. **Procurement Card:** A credit card issued to authorized users of the County to make purchases within established dollar thresholds.

61. **Procurement File:** A secure file, either in hard copy or electronic form, which contains all related documents of a specific procurement and maintained with controlled access within Procurement Services or the Using Department.

62. **Procurement Services:** The department responsible for the procurement

operations of the County.

63. **Professional Services:** Work performed by a contractor within the scope of the professions listed in the Virginia Public Procurement Act.

64. **Proposal:** A response to a Request for Proposal submitted by an offeror.

65. **Public Body:** Any legislative, executive, or judicial body, agency, office, department, authority, post, commission, committee, institution, board, or political subdivision created by law to exercise some sovereign power or to perform some governmental duty and empowered by law to undertake the activities described in these regulations.

66. **Purchase Order:** A procurement document issued to purchase goods, services, insurance, or construction.

67. **Public Works:** The operation, erection, construction, alteration, improvement, maintenance, or repair of any public facility or immovable property owned, used, or leased by the state agency or locality.

68. **Real Property (Real Estate):** Land, including land improvements, structures, and appurtenances thereto (i.e., immovable property).

69. **Recycled Paper:** Paper containing one hundred percent (100%) post-consumer recovered fiber. If the post-consumer content is less than one hundred percent (100%), then the paper is identified as “recycled-content” paper, according to the Federal Trade Commission (FTC).

70. **Request for Information (RFI):** A planning tool used to request and gather information primarily to assist in the development of a solicitation document.

71. **Request for Qualifications**: All documents, whether attached or incorporated by reference, utilized for soliciting interested offerors for consideration for shortlist. The Request for Qualification is the first phase of a two-phase selection process for the purpose of inviting interested offerors to submit qualifications for a project.

72. **Request for Quotation (RFQ):** An informal solicitation released to the public requesting quotations to provide the requirements as stated in the solicitation.

73. **Request for Proposal (RFP):** A formal solicitation released to the public requesting proposals to provide the requirements as stated in the solicitation.

74. **Requisition:** A request document in a form prescribed by the Chief Procurement Officer, which shall constitute demand by the Using Department for the procurement of goods, services, insurance, or construction. It shall be initiated by the Using Department and processed by Procurement Services in accordance with such procedures promulgated. Procurement Services shall not honor any requisition unless drawn on funds which have been both budgeted and appropriated by the Board of County Supervisors.

75. **Responsible Bidder or Offeror:** A person or business who has the capability in all respects to fully perform the requirements specified in an Invitation for Bid or Request for Proposal and who has the moral and business integrity and reliability that will assure good faith performance of an awarded contract, and who has been prequalified, if prequalification was required.

76. **Responsive Bidder or Offeror:** A person or business who has submitted a bid or proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including all form and substance.

77. **Scope of Work (SOW):** A detailed description of work to be performed or services to be provided. Work requirements describing the type, level, and quality of work expected to be provided.

78. **Selection Committee:** A group of qualified persons convened to evaluate proposals by offerors in response to a Request for Proposal (RFP).

79. **Services:** Any work performed by an independent contractor where the service rendered does not consist primarily of the acquisition of goods. Services are intangible commodities, labor/time, performance of duties, tasks, skills, actions, acts, activities, assistance, and maintenance.

80. **Signature or Signed:** The discrete, verifiable name, symbol, or mark of an individual which, when affixed to a document with the knowledge and consent of the individual, indicates intention to authenticate the document, including in electronic form.

81. **Sole Source:** A non-competitive method of procurement used when only one supplier possesses the unique ability or capability to meet the particular requirements of the entity or when only one supplier is practicably available.

82. **Solicitation:** A document that is used to announce an invitation to submit proposals or bids for goods, services, insurance, or construction.

83. **Specification:** A precise statement of requirements that describes characteristics, capabilities, identifies a product, or describes a process.

84. **Statement of Qualifications**: The documents submitted by an offeror in response to a Request for Qualifications.

85. **Subcontractor:** An individual or entity that provides goods or services to the prime contractor.

86. **Supplies (Consumables):** Tangible expendable items, indirect materials, disposable products which make the production of a product possible, efficient, or safer; products consumed, destroyed, dissipated, wasted, or spent in-industry, production, assembly, manufacturing, maintenance, repairs, installations, replacements, upgrades, reconditioning, and the like as "goods" are defined in Virginia Code § 8.2-105.

87. **Surplus Property:** Assigned property, materials, supplies, and equipment, that is obsolete, worn out, or no longer useful to the needs of the Using Department.

88. **SWaM:** Small, Women-owned, and Minority-owned businesses. The Virginia Department of Small Business and Supplier Diversity (SBSD) certifies businesses through the SWaM Procurement Initiative to increase business opportunities for SWaM businesses and ensure a level playing field for all small businesses in the Commonwealth. Certified businesses are listed in the SWaM Vendor Directory.

89. **Technical Advisor**: Non-voting member of a Selection Committee who provides expertise in areas that require specialized knowledge.

90. **Term Contract**: A contract for a specified time period, normally at least twelve (12) months, for recurring purchases of a similar type.

91. **Tie Bid:** Two (2) or more responsive bids submitted by responsible bidders and such bids are identical in price, terms, and conditions.

92. **Used Goods:** Goods which have been previously owned and used by another person(s) or business(es); goods that cannot be sold by law as new goods.

93. **Using Department:** All County-authorized departments, divisions, branches, sections, agencies, offices, commissions, boards, districts, corporations, entities, or Volunteer Fire/Rescue Companies that requisition goods, services, insurance, or construction with funds budgeted and appropriated by the Board of County Supervisors.

94. **Vendor (Supplier):** A person or business that provides goods, services, insurance, or construction in the open market.

§100.05 Powers and Duties of the Chief Procurement Officer

(A) The Chief Procurement Officer shall be the Chief Procurement Officer for Prince William County, as provided in the County Executive form of Government. The Chief Procurement Officer shall make all procurements and dispositions for the County in such a manner and with such exceptions as may be provided herein. The Chief Procurement Officer shall have authority to transfer or trade goods between Using Departments. The Chief Procurement Officer is hereby authorized to develop and implement suitable specifications or standards for any or all goods, services, insurance, and construction to be purchased by the County. The Chief Procurement Officer shall, except where otherwise provided, inspect, or provide for the inspection of all goods and services to ensure their compliance with the specifications or scope of work so established.

(B) Except as may be otherwise provided herein, the Chief Procurement Officer shall not process any procurement for any Using Department until a completed Requisition has been received for which there are sufficient funds budgeted and appropriated and must be encumbered to pay for the proposed procurement.

(C) The Chief Procurement Officer shall interpret the meaning and application of these regulationsand a decision on questions pertaining hereto shall be final. The Chief Procurement Officer mayseek the assistance of the County Attorney in rendering any decision or interpretation requested.

(D) The Chief Procurement Officer shall maintain complete records pertaining to the procurement and disposition functions assigned by these regulations.

§100.06 Delegation of Authority of Chief Procurement Officer

(A) The County Executive is hereby authorized to delegate all authority and duties set forth in these regulations not reserved specifically for the Chief Procurement Officer, to such other officers and employees of Prince William County, as deemed appropriate.

(B) The Chief Procurement Officer shall perform duties consistent with these regulations and shall have responsibility for the Procurement Services function for the County.

(C) The Chief Procurement Officer may re-delegate certain procurement functions to County employees subject to approval of the County Executive and/or Deputy County Executive for Government Operations, Performance, and Innovation.

§100.07 County Executive Authorized to Promulgate Additional Regulations

(A) The County Executive is hereby authorized to promulgate, after consultation with the Chief Procurement Officer, additional regulations for the internal administration of Procurement Services and such other matters as may be provided herein, including the method and manner of administratively processing procurements. Such regulations shall be consistent with these regulations, with applicable laws, and shall have the force and effect of law.

(B) Regulations, which may be promulgated by the County Executive in accordance with subsection (A) of this section, shall be in effect from the date on which they are promulgated and may be amended, altered, or repealed as the County Executive deem appropriate; provided, however, that copies of all such actions by the County Executive regarding these regulations shall be immediately forwarded to the Board of County Supervisors, which may overrule the County Executive. The Board additionally reserves to itself the authority to amend, alter or repeal any provision of the regulations so promulgated.

§100.08 Unauthorized Procurements and Dispositions

(A) No person shall have the authority to bind the County or its Using Departments to any procurement, except as provided in these regulations.

(B) Any procurement or disposition made by any person in the name of the County or any Using Department, which is not in compliance with these regulations, shall be deemed unauthorized.

(C) Any person who makes an unauthorized procurement or disposition of surplus property may be personally liable to the vendor or the purchaser of the surplus property. Such procurements or dispositions of surplus property shall be voidable at the discretion of theBoard of County Supervisors.

(D) The Chief Procurement Officer and the employees of Procurement Services shall not be liable and shall be held harmless for any unauthorized procurement or

disposition of surplus property, which was not initiated or approved by them.

(E) A determination whether any procurement or disposition was unauthorized shall be made in the first instance by the Chief Procurement Officer, who shall report any findings to the Deputy County Executive for Government Operations, Performance, and Innovation and the Chief Financial Officer/Director of Finance. The Chief Procurement Officer shall consult with the County Attorney. If the Chief Procurement Officer determines that the procurement or disposition was unauthorized, the Chief Procurement Officer/Director of Finance may invoice the person responsible for the amount of any damages sustained by the County. The person responsible shall have a right of appeal to the County Executive, and thereafter to the Board of County Supervisors, provided that an appeal at each level is filed in writing within fourteen (14) calendar days of the submission of the invoice.

(F) Should an appeal be denied, or not submitted in a timely fashion, and the invoice not paid, the County Attorney may undertake legal proceedings to recover the money owed.

(G) Any unauthorized procurement or disposition may be grounds for termination from County service of the responsible employee or employees, or for the imposition of other adverse action, which may be provided for in the County Personnel Policies.

§100.09 Legal Review of Documents

(A) All solicitations valued at $200,000 or more, solicitations for professional services valued at $80,000 or more, and all contracts using non-County forms over $100,000 shall be reviewed by the County Attorney prior to release. The resulting contract shall not require review by the County Attorney unless there are changes from the terms of the solicitation.

(B) The County Attorney shall review and approve the standard purchase order form and content, and procurement terms and conditions.

§100.10 Contract Administration

(A) The Using Department shall inspect and accept or reject all deliveries of goods and services performed under County procurements. Discrepancies in deliveries or in the performance of services shall initially be brought to the attention of the contractor by the Using Department. Failure to satisfactorily resolve the identified deficiency shall be brought to the attention of the Chief Procurement Officer in writing. The Chief Procurement Officer shall institute a formal complaint with the contractor. If satisfaction is still not forthcoming, the Chief Procurement Officer shall contact the County Attorney's Office for further proceedings.

(B) A minimum of one Contract Administrator per Using Department shall be assigned to each contract in use by Prince William County.

(C) Notwithstanding any other provision of these regulations, the Board of County Supervisors may provide for separate contract administration in construction contracts.

§100.11 Contract Form

(A) Unless the Chief Procurement Officer establishes classifications of contracts to which this section shall not apply, all contracts to which the County is a party shall be in writing.

(B) All contracts shall be in a form prepared by the County and approved as to form by the County Attorney or shall be individually prepared for a specific procurement.

(C) These regulations shall be deemed incorporated, as applicable, into any contract the County shall be a party, whether specifically referenced therein or not.

(D) All contracts shall be in the name of the Board of County Supervisors of Prince William County, Virginia.

(E) Contracts entered into for any Using Department for which funds have been budgeted and appropriated, shall be executed by the head of the Using Department, and the Chief Procurement Officer.

Contracts entered into directly for the Board of County Supervisors may be signed by whomever the Board shall direct. If the Board of County Supervisors fails to specifically authorize an individual(s) to sign on its behalf, the Chairman of the Board and the Chief Procurement Officer may execute the contract on the Board's behalf.

§100.12 Required Contract Provisions

Every contract to which the County is a party shall expressly contain the following clauses:

(A) Ethics.

This Solicitation is subject to the provisions of the Virginia State and Local Government Conflict of Interests Act, Virginia Code § 2.2-3100 *et seq.* and subject to Virginia Code § 2.2-4367 through § 2.2-4377. No member of the Board of County Supervisors, any advisory or judicial body of Prince William County, or any other

officer or employee of the County, or any member or employee of any agency, office, commission, board, district, corporation, entity, or Volunteer Fire/Rescue Company, or the spouse or any other relative who resides in the same household as any of the foregoing, may be a contractor or subcontractor in connection with any bid, or have a personal interest therein as defined by Virginia Code § 2.2-3101.

All Solicitation responses submitted shall be made without prior understanding, agreement, or connection with any corporation, partnership, firm, or person submitting a response for the same requirements, without collusion or fraud. Collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

By submitting a response, prospective contractors certify that their response is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder or offeror, supplier, manufacturer, or subcontractor in connection with their response, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

No person who, for compensation, assisted in the preparation of a solicitation for the County shall (i) submit a response for that procurement or any portion thereof or (ii) disclose to any bidder or offeror information concerning the procurement that is not publicly available.

(B) Examination of Records by the Chief Procurement Officer or Designee. Unless the County Attorney authorizes an exception to this provision, each contract for more than $10,000 shall contain the following clause:

The contractor agrees that the County, or any duly authorized representative, shall, until the expiration of the period specified in the Library of Virginia Records Retention Schedule GS-02, Series 200106, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of the contractor involving transactions related to this contract.

The contractor agrees to include in any subcontract for more than $10,000 entered into as a result of the prime contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of the period specified in the Library of Virginia Records Retention Schedule GS-02, Series 200106, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of such contractor involved in transactions related to such subcontract, or this contract. The term

"Subcontract" as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. The period of access provided herein for records, books, documents, and papers that may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims have been finally dispositioned and disposed of.

(C) Claims/Disputes.

1. In accordance with Virginia Code § 2.2-4363, this provision shall be followed for consideration and handling of all claims by the contractor under this contract. Virginia Code § 2.2-4365 is not applicable to this contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by Virginia Code § 2.2-4365.

2. Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) business days after the occurrence of the event giving rise to the claim, or within ten (10) business days of discovering the condition giving rise to the claim, whichever is later. In no event shall any claim arising out of this contract be filed after the submission of the request for final payment by the contractor.

3. Claims by the contractor with respect to this contract shall be submitted in writing in the first instance for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within forty-five (45) calendar days from the receipt of the claim from the contractor. The decision of the Contract Administrator shall be final on behalf of the County unless the contractor submits the claim to the Chief Procurement Officer within thirty (30) calendar days of the Contract Administrator's decision.

4. If the contractor is not satisfied with the decision of the Contract Administrator, the contractor may file a formal dispute with regards to the claim with the Prince William County Chief Procurement Officer, which claim shall be received within thirty (30) calendar days of the date of decision of the Contract Administrator.

5. The Chief Procurement Officer shall provide a written decision on the claim to the contractor within forty-five (45) calendar days of the receipt of the claim from the contractor. The decision of the Chief Procurement Officer shall be final on behalf of Prince William County unless the contractor submits the claim to the County Executive within thirty (30) calendar days of the date of the Chief

Procurement Officer's decision. The contractor may submit the claim to the County Executive by mailing or otherwise furnishing the Chief Procurement Officer a copy of the claim and a request for the County Executive's determination.

6. The County Executive's decision on the claim shall be rendered in writing to the contractor within forty-five (45) calendar days of the Chief Procurement Officer's receipt of the request from the contractor, and shall be final and binding on behalf of Prince William County, unless the contractor submits the claim for determination by the Board of County Supervisors by mailing or otherwise furnishing the Chief Procurement Officer a copy of the claim, along with a request for determination by the Board within thirty (30) calendar days of the County Executive's decision. The Board shall consider the claim and render a decision on the claim in writing within forty-five (45) calendar days of the date on which the Board hears the claim in open meeting. The Board's procedure in considering claims under this contract shall be the same as that for other decisions of the Board on claims made under Virginia Code § 15.2-1245, *et seq.* The decision of the Board shall be final.

7. Should any decision-maker designated under this procedure fail to make a decision on a claim within the time period specified, then the claim is deemed to have been denied by the decision maker.

8. Pending a final determination of a claim, the contractor shall proceed diligently with the performance of the work under the contract.

9. In accordance with the provisions of Virginia Code § 2.2-4363, full compliance with this procedure set forth in the provision shall be a precondition to the filing of any legal action by the contractor against the County or its Board of County Supervisors arising out of or related to this contract.

(D) Termination for Non-Appropriation of Funds.

Contracts which require that the County make payments beyond the fiscal year in which such contract was made, shall contain the following clause for termination of the contract in the event that the Board of County Supervisors shall cease to appropriate funds for the purposes of the contract:

The County is bound under the Contract only to the extent of the funds that are available or may become available for the purpose of this Contract. Funding for this Contract in any succeeding fiscal year is subject to appropriation by the Board of

County Supervisors. If funds are not appropriated for any succeeding fiscal year, the County may terminate this contract upon thirty (30) calendar days prior written notice to the contractor and the County shall be liable only for payments due through the date of termination.

(E) Termination for Default.

Either party may terminate this contract, without further obligation, for the default of the other party or to agents or employees with respect to any agreement or clause contained herein. In case of a contractor's failure to deliver the goods or services in accordance with the contract, after due oral or written notice, the County may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

(F) Termination for Convenience of the County.

The County may terminate this contract, or any work or delivery required under this Contract, from time-to-time, in whole or in part, whenever the Chief Procurement Officer shall determine that such termination is in the best interest of the County. Termination, in whole or in part, shall be affected by delivery of a Notice of Termination, signed by the Chief Procurement Officer or a designee, mailed or delivered to the contractor, and specifically stating the effective date of termination.

Upon receipt of such Notice, the contractor shall:

1. Cease any further deliveries or work due under this contract, on the date, and to the extent, which may be specified in the Notice;

2. Place no further orders with any subcontractors except as may be necessary to perform that portion of this contract not subject to the Notice;

3. Terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

4. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Chief Procurement Officer; and

5. Use its best efforts to mitigate any damages, which may be sustained by it as a consequence of termination under this clause.

After complying with the foregoing provisions, the contractor shall submit a

termination claim, no later than six (6) months after the effective date of its termination, unless an extension is granted by the Chief Procurement Officer.

The Chief Procurement Officer shall determine reasonable costs of termination, including a reasonable amount for profit on goods or services delivered or performed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the goods or services not delivered or performed. This contract shall be amended accordingly, and the contractor shall be paid the agreed amount.

In the event the parties cannot agree on the whole amount to be paid to the contractor by reason of termination under this clause, the County shall pay to the contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

1. With respect to all contract performance prior to the effective date of the Notice of Termination the total of:

   (a) Cost of goods delivered, or services performed;

   (b) The cost of settling and paying any reasonable claims as provided in subparagraph (F), of this section; and

   (c) A sum as profit on subparagraph 1(a) of this section determined by the Chief Procurement Officer to be fair and reasonable.

2. The total sum to be paid under subparagraph 1(a) of this section shall not exceed the contract price, as reduced by the amounts of payments otherwise made, and as further reduced by the contract price of goods or services not provided.

In the event that the contractor is not satisfied with any payments, that the Chief Procurement Officer shall determine to be due under this clause, the contractor may appeal any claim in accordance with the "Claims and Disputes" clause of this contract.

The contractor shall include similar provision in any subcontract and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages that may be suffered. Failure to include such provisions shall bar the contractor from any recovery from the County whatsoever for loss or damage sustained by a subcontractor as a consequence of termination for convenience.

(G) Employment Discrimination by Contractors Prohibited. In accordance with Virginia Code § 2.2-4311, each contract over $10,000 to which the County is party shall

include the following clause:

Contractor shall comply with the provisions of the Federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act, Virginia Code § 2.2-4200 et seq., the Virginians with Disabilities Act, the Americans with Disabilities Act, as amended, and Virginia Code § 2.2-4311. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

1. During the performance of this contract, the contractor agrees as follows:

   (a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   (b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

   (c) Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The contractor will include the provisions of subsection 1(a) of this section, in each subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

(H) Payment Provisions

In the event that the contractor utilizes a subcontractor for any portion of the work under this contract, the contractor hereby agrees to the following:

1. The contractor shall be liable for the entire amount owed to any subcontractor with which it contracts. The contractor shall not be liable for amounts otherwise reducible due to subcontractor's noncompliance with the terms of the contract. In the event the contractor withholds all or part of the amount promised to the subcontractor under the contract, the contractor shall notify the subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Payment by the party contracting with the contractor shall not be a condition precedent to payment to any lower-tier subcontractor, regardless of that contractor receiving payment for amounts owed to that contractor.

2. The contractor shall take one (1) of the two (2) following actions within seven (7) calendar days after receipt of amounts paid to the contractor by the owner for work performed by a subcontractor under the contract.

   (a) Pay a subcontractor for the proportionate share of the total payment received from the owner attributable to the work performed by that subcontractor under the contract; or

   (b) Notify the owner and any subcontractors, in writing, of its intention to withhold all or a part of a subcontractor's payment with the reason for nonpayment.

3. Individual contractors shall provide social security numbers and proprietorships, partnerships, and corporations shall provide their federal employer identification numbers.

4. The contractor shall be obligated to pay interest to a subcontractor on all moneys owed by the contractor that remain unpaid after seven (7) calendar days following receipt by the contractor of payment from the owner for work performed by a subcontractor under the contract, except for amounts withheld under subsection 2 of this section. The contractor's obligation to pay an interest charge to a subcontractor pursuant to the provisions of this section may not be construed to be an obligation of the owner. A contract modification may not be made for the purpose of providing reimbursement for such an interest charge. A cost reimbursement claim may not include any amount for reimbursement for such an interest charge.

5. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.

6. The contractor is hereby required to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements set forth in subsections 1, 2, 3, 4, and 5 of this section with respect to each lower-tier subcontractor.

(I) Labeling of Hazardous Substances.

If the goods requested by this Solicitation are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the U.S.C., then the prospective contractor, by submitting a response, certifies and warrants that the goods to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the goods the prospective contractor does not violate any of the prohibitions of 15 U.S.C. § 1263 or 7 U.S.C. § 136.

(J) Drug-free Workplace.

During the performance of this contract, the contractor agrees to:

1. Provide a drug- free workplace for the contractor's employees;

2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

3. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and

4. Include the foregoing clauses in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor, contractor, or vendor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of this contract.

(K) E-Verify Program.

Pursuant to Virginia Code § 2.2-4308.2, any employer with more than an average of 50 employees for the previous twelve (12) months entering into a contract in excess of $50,000 with any agency of the County to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the County for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E- Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove their E-Verify enrollment.

(L) Authorized to Conduct Business in the Commonwealth of Virginia.

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership, or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law or regulation. Any business entity described above that enters into a contract with the County shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1, or Title 50, or any other Virginia law or regulation, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a business entity if the business entity fails to remain in compliance with these provisions.

(M) Prevailing Wage for Public Works Contracts $250,000 or greater.

1. In accordance with Virginia Code §2.2-4321.3(C) and Prince William County Procurement Regulations §100.12(M), each Public Works contract greater than 250,000 shall require contractors and subcontractors to pay wages, salaries, benefits, and other remuneration to any mechanic, laborer, or worker employed, retained, or otherwise hired to perform services in connection with Public Works contracts at or above the prevailing wage rate.

2. Contracts funded in part or in whole with federal funding shall be governed by the Federal Davis-Bacon Act provisions.

3. In addition to applying the prevailing wage rates to its own employees pursuant

to the terms of its contract with the County, the contractor under each such contract shall include the provisions of this Section in every subcontract so that such provisions will be binding upon each subcontractor. The appropriate enforcement sanctions may be invoked against any such subcontractor in the event of such subcontractor's failure to comply with any of the provisions of this Section.

4. The County will check the DGS site prior to accepting a contractors bid to ensure the bidder has not been disqualified for a violation of the prevailing wage law.

5. Contractor Responsibilities:

   (a) Upon the award of any contract subject to the provisions of this section, the contractor to whom such contract is awarded shall certify, under oath, to the Commissioner of Labor and Industry the pay scale for each craft or trade employed on the project to be used by such contractor and any of the contractor's subcontractors for work to be performed under such public contract. This certification shall, for each craft or trade employed on the project, specify the total hourly amount to be paid to employees, including wages and applicable fringe benefits, provide an itemization of the amount paid in wages and each applicable benefit, and list the names and addresses of any third-party fund, plan, or program to which benefit payments will be made on behalf of employees.

   (b) A contractor or subcontractor who employs any mechanic, laborer, or worker to perform work contracted to be done under the construction contract at a rate that is less than the prevailing wage rate (i) shall be liable to such individuals for the payment of all wages due plus interest; and (ii) shall be disqualified from bidding on contracts with any public body until full restitution has been paid to the individuals. A contractor or subcontractor who willfully violates this Provision shall be guilty of a Class I misdemeanor.

6. Publication and Notice and Reports

   (a) Contractor and subcontractor must post a clearly legible statement of each prevailing wage rate in a prominent and easily accessible place at the worksite during the entire time work is being performed in English and any other language that is primarily spoken by the employees at the work site. Within 10 days of such posting, a contractor or subcontractor shall certify to the Chief Procurement Officer and the Virginia Commissioner of Labor and Industry its compliance with this subsection.

(b) Each contractor, and its subcontracts subject to this Section, shall keep, maintain, and preserve (i) records relating the wages paid to and hours worked by each individual performing the work of any mechanic, laborer, or worker; and (ii) a schedule of the occupation or work classification at which each individual performing the work of any mechanic, laborer, or worker on the construction project is employed each workday and week. The contractor or subcontractor shall make such records available to the Chief Procurement Officer within 10 days of a request, or per a regular schedule established in the contract, and shall certify that records reflect the actual hours worked and the amount paid to its workers for whatever time is requested and must preserve these records for a period of six years after the expiration or earlier termination of the applicable contract.

7. Contract Compliance

(a) Contractors and subcontractors shall fully cooperate with any contract compliance requirements specified in the executed contract documents, including but not limited to site visits, staff interviews to validate wage rates, and the submission of payroll records.

8. Administrative Procedures

(a) The Chief Procurement Officer shall have the authority to promulgate additional departmental procedures, not inconsistent with the provisions of this Section, designed to administer and enforce this Section.

(N) Contract terms inconsistent with state law

1. In accordance with the Virginia Public Procurement Act (VPPA0), § 2.2-4311.3:

(a) As used in this section, "information technology goods and services" means communications, telecommunications, automated data processing, applications, databases, data networks, management information systems, and other related goods and services.

(b) No term or provision in any public contract for the acquisition of information technology goods or services shall be valid or enforceable to the extent that it is in conflict with Virginia law. A public contract containing such a term or provision shall otherwise remain enforceable.

(c) Any term or provision in such a public contract that (i) makes the public contract subject to, governed by, or interpreted under the laws of another state or country or (ii) requires or permits any litigation or other dispute resolution proceeding arising from the public contract to be conducted in another state or country shall be void. Such public contract shall instead be deemed to provide for the application of the law of the Commonwealth of Virginia, without regard to such contract's choice of law provisions, and to provide for jurisdiction in the courts of the Commonwealth.

§100.13 Announcement of Award

Awards of term contracts shall be posted in a public space.

§100.14 Modifications to the Contract

(A) A contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract, or $50,000, whichever is greater, without the advance written approval by the Prince William County Board of County Supervisors.

(B) The Chief Procurement Officer shall approve modifications to contracts. The Chief Procurement Officer may delegate this authority in accordance with §300.04 of these regulations.

(C) The Chief Procurement Officer may extend the term of an existing contract to prevent disruption in County functions.

(D) The Chief Procurement Officer may execute modifications that exercise renewal periods upon approval by the head of the Using Department and appropriation of funds.

(E) Unilateral modifications may be issued by the County for minor or administrative purposes.

§100.15 Insurance Requirements

(A) Before work can commence, the contractor shall provide evidence of the minimum coverage required by the Minimum Insurance Requirements included in the solicitation.

(B) These insurance requirements must include at a minimum:

1. Workers' Compensation and Employers' Liability insurance under the Virginia statutory requirements, to protect the contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any Virginia statute or law.

2. General Liability insurance in the amount prescribed by the County, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one (1) year after completion of work.

3. Automobile liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the contractor. In addition, all mobile equipment used by the contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy or a Commercial General Liability policy.

(C) Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess of Umbrella Liability policy.

(D) The contractor shall provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.

(E) The contractor will attach to each liability insurance policy, with the exception of Workers' Compensation, an endorsement to save and hold harmless the County from any liability or damages whatsoever arising out of the contracted work.

§100.16 Permits and Licenses

A contractor shall be solely responsible for complying with any applicable Federal, State, and County laws, codes, ordinances, and regulations that may be required to provide goods, services, insurance, or construction under a County contract.

§100.17 Cooperative Procurements

(A) The County may participate in, sponsor, conduct, or administer a cooperative procurement agreement with one or more public bodies for the purpose of combining requirements to increase efficiency, reduce the cost of goods and services, or to reduce County administrative costs.

(B) In accordance with Virginia Code § 2.2-4304 and its exceptions, the County may purchase from another public body's contract even if it did not participate in the solicitation process, if the solicitation specified that the procurement was being conducted on behalf of other public bodies.

(C) The County may issue its contract against another public body's solicitation if the solicitation was conducted on behalf of other public bodies.

§100.18 Prompt Payment

"Payment date" shall mean either (i) the date on which payment is due under the terms of a contract for provision of goods or services; or (ii) if such date has not been established by contract, (a) thirty (30) calendar days after receipt of a proper invoice or (b) thirty (30) calendar days after receipt of the goods or services, whichever is later.

§200.00 ETHICS AND GENERAL BUSINESS PRACTICES

§200.01 General

(A) All County procurements shall be in full compliance with the Virginia State and Local Government Conflict of Interests Act, § 2.2-3100 *et seq.*, and Article § 6 of Chapter 43 of Title 2.2 (Ethics in Public Contracting) of the Virginia Code, § 2.2-4637 *et seq.*

(B) Any person convicted of a willful violation of any provision of § 200.00 *et seq.* of these regulations shall be guilty of a Class 1 misdemeanor. Upon conviction, any County employee, in addition to any other fine or penalty provided by law, shall forfeit their employment.

§200.02 Proscribed Participation by County Employees in Procurement Process

No County employee having official responsibility in the procurement process shall participate in that process when:

(A) The employee is contemporaneously employed by a bidder, offeror, or contractor involved in the procurement.

(B) The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror, contractor such as an officer, director, trustee, or partner, or is employed in a capacity involving personal and substantial participation in the procurement process or owns or controls an interest of more than five percent (5%).

(C) The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement.

(D) The employee, the employee's partner, or any member of the employee's family is negotiating, or has an arrangement concerning prospective employment with a bidder, offeror, or contractor.

§200.03 Disclosure of Subsequent Employment

No County employee or former County employee having an official responsibility in the procurement process shall accept employment with any bidder, offeror, or contractor with whom the employee or former employee dealt with in an official capacity concerning a procurement for a period of one (1) year from the cessation of employment by the County unless the employee or former employee provides written notification to the County Executive, prior to commencement of employment by that bidder, offeror, or contractor.

§200.04 Prohibition on Solicitation or Acceptance of Gifts

(A) No County employee having official responsibility for a procurement shall solicit, demand, accept, or agree to accept a gift from a bidder, offeror, contractor, or subcontractor.

(B) No bidder, offeror, contractor, or subcontractor shall bestow a gift upon or accept a gift from any County employee having official responsibility for procurement.

§200.05 Misrepresentations by County Employees

No County employee having official responsibility for a procurement shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious, or fraudulent statements or representations; or make or use any false writing or document knowing it to contain any false, fictitious, or fraudulent statement or entry.

§200.06 Public Access to Procurement Information

(A) Except as provided in these regulations, all proceedings, records, contracts, and other public records pertaining to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm, or corporation, in accordance with the Virginia Freedom of Information Act.

(B) Cost estimates relating to a proposed transaction prepared by or for the County shall not be open to public inspection.

(C) Any bidder or offeror, upon request shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the solicitation. Otherwise bid and proposal records shall be open to public inspection only after the award of the contract.

(D) Any inspection of procurement records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

(E) Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials and identify the data or other materials to be protected and state

the reasons why protection is necessary A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (i) an entire bid, proposal, or prequalification application; (ii) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (iii) line item prices or total bid, proposal, or prequalification application prices. The determination of an improper designation shall be at the County's sole discretion. If, after being given a reasonable time to revise the improper designation, a bidder or offeror refuses to withdraw an entire classification designation, the bid will be considered nonresponsive, or the proposal will be rejected.

§200.07 Prohibition on Disclosing Procurement Information Prior to Award

A County employee shall not, other than as provided by law, knowingly disclose bid and proposal information submitted by bidders and offerors or Selection Committee information prior to the award of the County contract to which the information relates without prior approval of the Chief Procurement Officer.

§200.08 Competency of Vendor

No contract will be awarded to any vendor that is in arrears, or is in default to the County, upon any debt or contract, or has defaulted on a surety or upon any obligation to Prince William County. Upon request, the vendor must present within forty-eight (48) hours evidence satisfactory to the Chief Procurement Officer of performance ability, and possession of necessary facilities, financial resources, and adequate insurance to comply with the terms of the contract.

§200.09 Subcontracting

The Chief Procurement Officer shall determine if any portion of a contract shall be subcontracted or performed by a party other than the contractor. Such a restriction shall be included in the solicitation provisions.

§200.10 Authority to Suspend or Debar

(A) The purpose of suspension or debarment of a person or business from contracting opportunities or from conducting business with a public body is to protect the County's interest and to protect the integrity of the County's procurement process from such person or business who has displayed improper, unethical, or illegal conduct while under a relationship with the County, based on sufficient documentation obtained that such conduct has occurred. See § 200.10(G)(1) of these regulations regarding meaning of "under a relationship".

(B) Suspension or debarment actions are discretionary actions. Suspension sanctions shall be imposed for less serious offenses while debarment sanctions shall be imposed for more serious offenses. The Chief Procurement Officer in consultation with the County Attorney shall determine the sanction and time period of the sanction which shall be imposed against such person or business.

(C) Debarment sanctions shall be in writing and shall describe the reasons for such action and the start date of the debarment. A written notice of pending action must be issued to such person or business, including information about the appeals process. Such notice shall be mailed certified/receipt requested or delivered in person and a receipt of the notice obtained from such person or business.

(D) The County shall give such person or business that is accused of improper, unethical, or illegal conduct, an opportunity to appeal such sanctions to the County Executive within fourteen (14) calendar days after receipt of such notice. The County Executive's decision may be appealed within fourteen (14) calendar days of the date of the decision to the Board of County Supervisors. The Board of County Supervisors will determine, not later than the second regularly scheduled Board of County Supervisors meetings after delivery of the appeal, what action or process will be allowed for further appeal, if any. The Board of County Supervisors' decision whether to suspend or debar such person or business shall be final.

(E) Based on the seriousness of the offense, the suspension period shall not exceed one (1) year, and the debarment period shall not exceed three (3) years.

(F) Suspension or debarment sanctions do not relieve the person or business of its responsibilities for any existing obligations to the County.

(G) Causes for suspension or debarment sanctions include, but are not limited to, the following.

1. Any conduct deemed improper or unethical by the Chief Procurement Officer, or deemed illegal conduct by Law Enforcement, while under a relationship with the County. For purposes of this section "under a relationship" means a person or business responding to a County solicitation or who is under contract with the County;

2. Failing to disclose a condition constituting a conflict of interest by any officer, director, owner, or partner when responding to a solicitation;

3. Misrepresentation(s) in a bid or proposal to appear responsive or responsible;

4. Bribery or attempting to bribe a County employee(s) for procurement favors. Conferring or offering to confer any gift, gratuity, favor, or advantage, present or future to a County employee(s) who has official responsibilities for public procurement;

5. A bidder, offeror, or contractor, who displays abusive or obscene language or displays threatening actions toward any County employee(s), agent(s), or volunteer(s), or member(s) of the public, during any procurement process or while performing under a County contract;

6. Refusal to fulfill a binding bid or proposal;

7. Refusal to fulfill a contractual requirement(s), resulting in a breach of contract;

8. Chronic documented unsatisfactory performance under a County contract, except where unsatisfactory performance was caused by acts beyond the contractor's control;

9. Non-compliance with a critical requirement under a County contract. A suspension sanction may be imposed upon a contractor as a temporary, less severe action, to allow such contractor to come into compliance with the contract. This temporary action may be utilized when in the best interest of the County;

10. Intentional invoicing for a good(s) or service(s) that was not provided;

11. Intentional overcharging for a good(s) or service(s) when established County contract pricing exists;

12. Demanding any kickback(s) from its suppliers, subcontractors, or competitors;

13. Falsifying County procurement-related documents;

14. County contract termination for default;

15. Court judgment against any officer, director, owner, or partner finding a criminal offense involving a County procurement(s);

16. Court judgment against any officer, director, owner, or partner finding fraud against the County;

17. Court judgment against any officer, director, owner, or partner finding collusion involving a County procurement(s);

18. Court judgment against any officer, director, owner, or partner finding a violation of State or Federal antitrust law(s);

19. Conviction under State or Federal statutes of any officer, director, owner, or partner involving fraud, embezzlement, collusion, theft, forgery, bribery, falsification, destruction of public records, receiving stolen property, or other felonies; or

20. Person or business that is under suspension sanction or debarment sanction from another public body. County sanctions will be imposed until such sanctions have expired or are lifted from such other public body.

§200.11 Bid Protests, General

(A) Any bidder or offeror may protest the award of, or the decision to award, a contract by submitting a written protest to the Chief Procurement Officer within the times specified in this section.

(B) The County shall not consider any protest of the responsibility determination of the selected bidder or offeror, nor shall any protest lie for any matter which the Chief Procurement Officer determines could reasonably have been ascertained prior to the time set for the opening of bids or proposals, unless such protest shall have been filed in writing not less than three (3) business days prior to such time.

(C) Any protest, other than one required to be made before the opening of bids or proposals, shall be filed not later than ten (10) calendar days after the award of the contract to the successful bidder or offeror.

(D) Any protest shall state in detail the basis for the protest, and specify the relief requested.

(E) The Chief Procurement Officer shall inform the County Attorney of the receipt of any protest.

(F) The Chief Procurement Officer shall provide the County Attorney with all relevant information and documentation involving the procurement. The Chief Procurement Officer shall consult with the County Attorney as necessary or appropriate.

(G) The Chief Procurement Officer shall decide all protests within ten (10) calendar days of receipt of the protest. The Chief Procurement Officer shall issue a written decision, including the reasons for the decision. The Chief Procurement Officer's decision shall be final.

§200.12 Bid Protests, Remedies

(A) Prior to the award of a contract, if the Chief Procurement Officer determines that a decision to award a contract is illegal, arbitrary, or capricious, the Director may cancel the proposed award, or revise it to comply with the law.

(B) If the Chief Procurement Officer makes the determination required in subsection (A) after a contract has been awarded, the sole remedy shall be a finding to that effect. In no case may the protester be awarded anticipated profits, or the costs or expenses of protest or appeal of any decision to the courts.

(C) If the Chief Procurement Officer determines that a protest filed is well founded, he or she may cancel the solicitation, or revise it to comply with the law.

(D) The validity of any contract awarded in good faith in accordance with this section shall not be affected by the fact that a protest or appeal has been filed. Award of a contract need not be delayed for the period during which a bidder or offeror may protest; provided that in the event of a timely protest no further action to award shall be made unless the Chief Procurement Officer determines in writing that it is necessary to proceed to award without delay to protect the public interest, or unless the bid or offer would otherwise expire.

(E) Where the County determines, after a hearing held following reasonable notice to all bidders, that there is probable cause to believe that a decision to award was based on fraud or corruption or on an act in violation of Virginia Code § 2.2-4367, the County may enjoin the award of the contract to a particular bidder.

§200.13 Proceedings for Suit on Bids or Contracts

No suit at law or equity based on any County contract may be filed against the Board of County Supervisors by any person, unless and until all requirements and provisions of Article 4 of Chapter 12 of Title 15.2 of the Virginia Code § 15.2-1245 *et seq.* have been met.

§200.14 Vendor Registration Requirements.

All vendors must register with the County prior to award.

§200.15 Sales Tax Exemption

Prince William County is exempt from the payment of any Federal excise or any Virginia sales tax. However, when under established trade practice any Federal excise tax is included in the list price the vendor may quote the list price and shall show separately the amount of Federal tax, as in its bid or proposal a flat sum, which shall be deducted by the County.

§200.16 Prohibition on Kickbacks

(A) No contractor or subcontractor shall demand or receive kickbacks from any of its suppliers or subcontractors, as an inducement for the award of a subcontract or purchase order.

(B) No subcontractor or supplier shall make, or offer to make, kickbacks.

(C) No person shall demand or receive kickbacks in return for an agreement not to compete on a public contract.

(D) If a subcontractor makes a kickback, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or purchase order and paid by the County and shall be recoverable from both the maker and the recipient.

§200.17 Limitations on Submitting Bids after Participating in Bid Preparation

No person who, for compensation, assisted in the preparation of an Invitation for Bid (IFB) or Request for Proposal (RFP) for the County shall (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or offeror information concerning the procurement that is not publicly available.

§200.18 Printing Provisions

(A) Copyright.

No contractor may copyright any work produced for the County without the written consent of the Chief Procurement Officer.

(B) Printing: Ownership of Artwork, Negatives, etc.

All artwork, negatives, overlays, or similar materials used to print a job shall be the

property of the County and must be returned to the Using Department upon completion or upon request.

(C) Printing: Overruns, Underruns.

The County is not required to accept overruns provided “no overruns” is specified in the solicitation. However, a Using Department may at its discretion accept up to a ten percent (10%) overrun. Prices for overruns shall not exceed the quoted base price per unit or the quoted price for additional copies run at the same time. A department may, at its discretion, accept underruns. The price for underruns will be calculated at the quoted base price per unit.

§200.19 Information Technology Provisions

(A) Offeror's Credentials to Support Third-Party Information Technology (IT).

This is a mandatory requirement. Any firm offering third-party IT products and services in response to this solicitation is required to be a "certified" reseller or service provider trained in the installation and use of the product(s) proposed. The bidder or offeror shall be required to submit a letter(s) of certification or other documentation from the original vendor(s) with its bid or proposal certifying that the offeror is currently an "authorized reseller" or "certified service provider" and is trained in the installation, configuration, and support of the product. Failure to provide the required documentation with the bid or proposal may disqualify the bidder or offeror from further consideration.

(B) Third-Party Product Representations.

This is a mandatory requirement. Offerors proposing third-party products in response to this solicitation shall certify as part of their bid or proposal that they have reviewed the products and shall identify which specific mandatory and optional requirements of the statement of work that they address. If modifications to the products are necessary to meet specifications, those modifications are to be clearly identified and a fixed cost included in the cost proposal to make the required modifications. Failure to provide the required documentation may disqualify the bidder or offeror from further consideration.

(C) License, Service, and Maintenance Agreements.

All license, service, and maintenance agreements required to be signed by the County as part of a contract shall be submitted as attachments to the offeror's initial bid or proposal. Review and negotiation by the County of terms contained in these

documents shall be a condition of contract award.

(D) Agreement of Confidentiality.

The contractor shall sign an agreement of confidentiality to guarantee that any data structure, report, or application supported for the County shall not be reverse engineered or supplied to any other customer or jurisdiction unless the contractor has copyright to do so.

§300.00 METHODS OF PROCUREMENT

§300.01 Available Methods of Procurement

(A) All formal contracts to which the County is a party for the purchase or rental of goods, services, insurance, or construction, shall be awarded after competitive sealed bidding or competitive negotiation, as provided in these regulations, unless otherwise authorized by law.

(B) Unless otherwise exempted within these regulations, competition is required for all goods, services, insurance, and construction, when the aggregate total value or the sum of all phases will exceed $10,000 within a fiscal year for a Using Department.

(C) Goods and services required shall not be artificially divided or split among procurement transactions in order to avoid competition. To assist the Chief Procurement Officer in evaluating utilization of proper procurement methods, Using Departments shall provide budget information and records of past expenditures upon request.

(D) Competitive sealed bidding is the preferred procurement method for goods, services, insurance, or construction. This method shall be utilized when the requirements can be clearly defined, negotiations are not necessary, price is the major determining factor for award selection and where required by law.

(E) If competitive sealed bidding is either not practicable or not fiscally advantageous to the public, goods, services, insurance, or construction may be procured by competitive negotiation. This method shall be utilized when the requirements cannot be clearly defined, negotiations are necessary, price is not a major determining factor for award selection and where required by law.

(F) Various forms of competitive bidding and competitive negotiation may be utilized for County procurements such as: One-Step Procurement, Multi-step/Two-step Procurement, Best Value, Job Order Contracting, Multiphase Contracting, Reverse Auctioning, Public Auction, and Cooperative Procurement, as permitted by the Virginia Public Procurement Act, Virginia Code § 2.2-4300 *et seq.*, and these regulations.

(G) Term contracts established by the County using the above methods are a required source when procuring goods or services included in the term contracts. Established cooperative contracts that meet the Department's needs are a required source for procuring the specified goods or services. Contracts established by the County shall serve as the primary source and take precedence.

§300.02 Procurements More Than $200,000

(A) Procurements of goods and services estimated to cost more than $200,000 shall be made directly by Procurement Services by competitive sealed bidding (Invitation for Bid) or competitive negotiation (Request for Proposal) methods of procurement, except as otherwise provided in these regulations.

(B) The Invitations for Bid (IFB) or the Request for Proposal (RFP) shall be available to the public at least ten (10) calendar days prior to the due date set for receipt of bids and proposals.

(C) All public notices shall be designed to reach as many potential bidders reasonably able to meet the specifications/scope of work, but no procurement shall be subject to challenge solely on the ground that a qualified bidder was not solicited.

(D) The Using Department shall submit a list of any known bidders/offerors to Procurement Services in order to maximize competition.

(E) Formal procurements shall be posted on the County's website.

§300.03 Procurements More Than $30,000 and Up To $200,000

(A) Procurements of goods and services estimated to cost more than $30,000 and less than $200,000 shall be made directly by Procurement Services in the open market by written Request for Quotation (RFQ).

(B) A minimum of four (4) likely sources shall be solicited. Procurements of $30,000 or more shall be posted on the County's website.

(C) A public record shall be kept of all sources solicited and all quotes received. The record shall indicate which quote was accepted.

§300.04 Procurements More Than $10,000 and up to $30,000 (Informal Procurement)

(A) Procurements of goods and services estimated to cost more than $10,000 and up to $30,000 shall be made directly by the Using Department in the open market by written Request for Quotations (RFQ).

(B) This method of procurement may not be used when a County contract is available to satisfy the requirement, or when the aggregate total value will exceed $30,000 within a fiscal year for a Using Department.

(C) A minimum of three (3) likely sources shall be solicited by mail, electronically, or by other public notice, at least one of which shall be a certified SWaM business. All sources solicited shall be provided the same information and specifications or scope of work. Quotations received shall not be released until after the due date and time for receipt of quotations.

(D) A public record shall be kept of all sources solicited and all quotes received. The record shall indicate which quote was accepted.

§300.05 Procurements of $10,000 or Less (Small Purchases Not Under Contract)

(A) Procurements of goods and services estimated to cost $10,000 or less shall be made directly by the Using Department in the open market. The vendor shall be paid by procurement card. This method of procurement may not be used when a County contract is available to satisfy the requirement or when the aggregate total value will exceed $10,000 within a fiscal year for a Using Department.

(B) Any open market vendor may be selected upon receipt of a minimum of one (1) written or telephone (oral) quotation. A record of the quotation(s) must be kept in accordance with the Procurement Card Policy. If a telephone quote is solicited, a record shall be kept of the name and address of the vendor(s) contacted, the item description or service offered, price quoted, delivery dates and F.O.B. point, names of persons giving and receiving the prices and the date the information was obtained. A written quotation is not required for over-the-counter small purchases not under contract made at a vendor's location.

(C) The Chief Procurement Officer and the employees of Procurement Services shall not be responsible for any error or omission by Using Departments with regard to Using Departments' procurement under this section. Using Departments shall be responsible for identifying reoccurring goods and services and providing competition for procurements when the aggregate total value exceeds $10,000 within a fiscal year.

§300.06 Use of the Procurement Card

Procurement cards shall be utilized for purchases as provided in the County's Procurement Card Policy. Misuse of any procurement card is subject to the same action stated in § 100.08 and § 200.00 *et seq.* of these regulations.

§300.07 Construction

(A) The preferred method of procurement of construction by the Board or any Using Department shall be by competitive sealed bidding pursuant to § 600.00 *et seq.* of these regulations.

(B) Construction may be procured by competitive negotiation in the following circumstance, upon a written determination made in advance by the Chief Procurement Officer that competitive sealed bidding is either not practicable or not fiscally advantageous to the public:

1. For a fixed-price design-build or construction management contract;

2. When the contract is not expected to cost more than $500,000; or

3. For the construction of highways and any draining, dredging, excavation, grading, or similar work upon real property.

(C) A record detailing the basis of the determination to use competitive negotiation shall be made and maintained in the procurement file.

(D) Single term non-transportation related construction contracts with an estimated contract value of $300,00 or less may be procured by Procurement Services in the open market by a written Request for Quotation (RFQ). For the purpose of this section, the contract value of non-transportation related construction is the aggregate or the sum of all phases of the contract.

(E) Single term transportation related construction contracts with an estimated contract value of $25,000 or less may be procured by the Using Department in the open market by a written Request for Quotation (RFQ). For the purpose of this section, the contract value of transportation related construction is the aggregate or the sum of all phases of the contract.

(F) Where a Request for Quotation is utilized for construction, compliance with the Uniform State Building Code shall not be waived.

§300.08 Professional Services

(A) The procurement of professional services by the Board or any Using Department shall be by competitive negotiation pursuant to § 700.00 *et seq.* of these regulations, if the cost is greater than $80,000.

(B) Professional Services with an estimated contract value of $80,000 or less may be procured by Procurement Services in the open market by a written Informal Request for Proposal (IRFP). For the purpose of this section, the contract value of professional services is the aggregate or the sum of all phases of the contract.

§300.09 Exempt Items

(A) Notwithstanding any other provision of these regulations, the items in this section are exempt from the competition requirements but shall comply with the other provisions. These items may be solicited and contracted for by the Chief Procurement Officer, as the Director deems appropriate. Procurement cards may be utilized up to the Cardholder's limits for exempt purchases, otherwise funds shall be properly encumbered before the good or service is procured. The list of exempt items may be amended by the Board of County Supervisors whenever it deems it appropriate.

(B) The exempt items and categories are as follows:

1. Accreditation, testing, and evaluation services;
2. Advertising/media, excluding contracts with advertising agencies to prepare ad layouts;
3. Books, manuscripts, and pamphlets;
4. Booth space at conferences, exhibits, fairs, and product shows;
5. Care, search, and housing of prisoners;
6. Clothing and tool allowances;
7. Commercial, off the shelf training;
8. Conferences and seminars;
9. Any payments made pursuant to court order, jury verdicts, or settlements;
10. Dues, subscriptions (including electronic), publications, and Dunn & Bradstreet reports;
11. Educational films;
12. Freight/mailing charges;
13. Honorarium;
14. Self-insurance claims;
15. Inspection fee and costs;
16. Legal services, including, but not limited to, title examinations and the costs of litigation or regulatory proceedings, including, but not limited to, court costs, witness fees (lay and expert), transcripts, court reporters, exhibits, and process servers;
17. Perishable foods and catering services;

18. Postage;
19. Prescriptions/medicines;
20. Public auction items;
21. Purchase and rental of real property;
22. Existing software maintenance contracts, licenses, upgrades, and hardware when it is a component of the software;
23. Speakers, lecturers, musicians, and performing artists;
24. Surplus property;
25. Tuition;
26. Used equipment and materials;
27. Utility services – electric, water, sewer, local telephone service, cable television and internet services, and natural gas;
28. Vehicle cleaning services;
29. Nutrient (Phosphorus), Wetland, and Stream Mitigation Credits; and
30. Additional items deemed exempt by the Commonwealth of Virginia which are not listed under this subsection.

(C) The County may procure goods or professional services without competition for direct use by a recipient of County administered public assistance or social services programs as defined by § 63.2-100 of the Code of Virginia, or community services board as defined by § 37.2-100, or any public body purchasing services under the Children's Services Act for At-Risk Youth and Families (§ 2.2-5200 et seq.) or the Virginia Juvenile Community Crime Control Act (§ 16.1-309.2 et seq.) provided such good or personal service is delivered by a vendor upon specific instructions from the written authorized employee of the County. Contracts for the bulk procurement of goods and services for use of recipients shall not be exempted from the requirements of competitive procurement. For the purpose of this exemption, purchases of goods or services for general program participants is considered bulk procurement.

(D) Negotiation of financing agreements entered into in connection with any lease-purchase of goods, whether or not the goods themselves have been competitively acquired, shall be exempt from any requirement of competitive bidding. However, all lease purchase financing agreements shall be administered and approved by the Chief Procurement Officer.

(E) Services rendered in the performance of work that is original and creative in character in a recognized field of artistic endeavor are exempted.

(F) Procurements by the General Registrar's Office for equipment, software, services,

the printing of ballots, statement of results, or other materials essential to the conduct of an election are exempted pursuant to Virginia Code § 24.2-602, but the provisions of Article 4 (§ 2.2- 4347 *et seq.*) and Article 6 (§ 2.2-4367 *et seq.*) of Chapter 43, Virginia Public Procurement Act, of Title 2.2 shall apply to such contracts. See Virginia Code § 2.2- 4346(A).

(G) Upon a written determination made in advance by the Chief Procurement Officer that the purchase of goods at a public auction sale is in the best interests of the public, such items may be purchased at the public auction. The writing shall document the basis for this determination.

§300.10 Additional Exemptions from Competition

In addition to the exempt categories and items listed in § 300.09 of these regulations, the following are also exceptions to the requirement of competitive bidding:

(A) Procurements of goods and services from the state penitentiary, or through State, Federal, Council of Governments, School Board, or other political jurisdiction bids, or any other source with which the County has entered or shall enter into a cooperative procurement agreement.

(B) Contracts with other Public Bodies, such as George Mason University and Federal and State departments and agencies, where permitted or authorized.

1. Contributions to Governmental or Quasi-Governmental agencies as sanctioned by the Board of County Supervisors, may be paid via direct payment.

(C) Purchases for special police work when the Chief of Police certifies to the Chief Procurement Officer that items are needed for special police work, including undercover police operations, the Chief Procurement Officer may procure the needed items without competitive bidding.

(D) Procurements of goods and services from Employment Services Organizations that provide employment services to individuals with disabilities that is a Commission on the Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Virginia Department for Aging and Rehabilitative Services.

(E) Payments made through the County's direct pay process for the distribution of grant funds, financial assistance, rebates, incentives, stipends, reimbursements, or similar programs authorized by the Board of County Supervisors or by applicable federal, state, or local law, where the County is not procuring goods, services, insurance, or

construction for its own use or benefit, shall be exempt from the competition requirements of these regulations.

§300.11 Emergency Procurements

(A) In case of emergency, a contract may be awarded without competition: however, such procurement shall be made with such competition as is practicable under the circumstances.

(B) To qualify as an emergency, the situation must meet one of the following requirements:

1. There is a breakdown in any County service;

2. Goods and/or services are needed for immediate use in work, which may be essential to or may affect the public health, safety, or general welfare of the County and its inhabitants; or

3. Work undertaken under a court order or in anticipation of a court order.

(C) Determination of Existence of an Emergency.

The head of the Using Department shall initially determine whether an emergency exists which justifies the application of these provisions. If, upon subsequent review, the Chief Procurement Officer determines that no emergency existed, the Director shall proceed under the provision of these regulations pertaining to unauthorized procurements.

(D) Procedure During Regular County Office Hours.

If an emergency occurs during office hours, the Using Department, where practical, shall notify the Chief Procurement Officer and the Chief Procurement Officer shall either procure goods or services directly, or authorize the Using Department to do so.

(E) Procedure After Office Hours.

If an emergency occurs after office hours, the Using Department shall procure the necessary goods or services and send notification to the Chief Procurement Officer as soon as practicable. The Using Department shall submit an emergency-type

Purchase Order to Procurement Services no later than the first business day after the emergency situation, together with a written justification for the procurement.

(F) Prior authorization for emergency procurements shall be obtained from the Chief Procurement Officer whenever possible.

(G) For emergency procurements, a written notice of the procurement shall be documented in a public space including the items procured, the selected contractor, and the date the contract was awarded.

§300.12 Sole Source

(A) Sole source procurements shall be exempt from the competitive bidding requirements of these regulations.

(B) Where services or goods are only practicably available from a single source, either because of legal requirements, specific patents or copyrights, peculiar qualifications and skills, technical specifications, or other reasons that are in the best interest of the County, the Chief Procurement Officer may obtain such goods or services from the sole source.

(C) It shall be the responsibility of the Using Department to provide a written justification for a sole source procurement.

(D) The Chief Procurement Officer is authorized to enter into direct negotiations with the sole source supplier to obtain such terms and conditions as the Chief Procurement Officer may determine to be in the best interest of the County. The Chief Procurement Officer shall maintain a record of negotiations with the sole source supplier.

(E) For sole source procurements, a written notice of the procurement shall be posted in a public space including the items procured, the contractor selected and the date that the contract was awarded.

§300.13 Pre-Qualification

(A) The Chief Procurement Officer is authorized to pre-qualify prospective contractors prior to any solicitation, whether for goods, services, insurance, or construction, by requiring prospective contractors to submit such information as the Chief Procurement Officer shall deem appropriate, including samples, financial reports, and references; provided, however, that opportunity to pre- qualify shall be given to any prospective contractor who has not been suspended or debarred under these

regulations.

(B) The prequalification process shall be established in writing and sufficiently in advance of its implementation to allow prospective contractors a fair opportunity to complete the process.

(C) The Chief Procurement Officer may refuse to pre-qualify any prospective contractor, provided that written reasons for refusing to pre-qualify are made a part of the record in each procurement. The decision of the Chief Procurement Officer shall be final.

(D) In considering any request for pre-qualification, the Chief Procurement Officer shall determine whether there is reason to believe that the prospective contractor possesses the management, financial soundness, and history of performance which indicate apparent ability to successfully complete the plans and specifications of the Invitation for Bid (IFB). The Chief Procurement Officer may employ standard forms designed to elicit necessary information or may design other forms for the purpose.

(E) Pre-qualification of a prospective contractor shall not constitute a conclusive determination that the prospective contractor is responsible, and such prospective contractor may be rejected as non-responsive on the basis of subsequently discovered information.

(F) Failure of a prospective contractor to pre-qualify with respect to a given procurement shall not bar the prospective contractor from seeking pre-qualification as to future procurements, or from bidding on procurements that do not require pre-qualification.

§300.14 High-Volume Low-Dollar Purchases

Under special circumstances, the Chief Procurement Officer may provide written Departmental exemption for orders placed outside of the County's financial management system. These orders shall be placed with a procurement card unless otherwise approved by the Chief Procurement Officer. The using Department is required to ensure that budgeted and appropriated funds are available for purchases.

§300.15 Public Auction Sale

(A) Upon determination in writing, made in advance by the Chief Procurement Officer, goods may be purchased at a public auction sale.

(B) A record shall be kept documenting the basis for the use of the public auction sale

being in the best interest of the County.

§300.16 Cancellation of Solicitation

A solicitation may be canceled when the Chief Procurement Officer determines that it is in the best interest of the County to do so. The reasons for cancellation shall be part of the record and kept in the procurement file.

§400.00 COMPETITIVE SEALED BIDDING

§400.01 Applicability

Competitive sealed bidding is the preferred procurement method, except where exceptions areprovided in these regulations.

§400.02 Preparation of Invitation for Bid (IFB)

(A) Procurement Services shall prepare an Invitation for Bid (IFB) after obtaining requirements and a requisition from the Using Department.

(B) The IFB shall clearly, accurately, and completely state the provisions (terms and conditions) and technical and descriptive requirements of the procurement for the intended purpose.

(C) Specifications/Scope of Work shall not be unreasonably restrictive and shall allow for alternatives within reasonable and acceptable tolerance levels and ranges. The procurement must satisfy competitive bidding requirements and maximize competition.

§400.03 Invitation for Bid (IFB) Format

(A) The IFB shall include all pertinent documents, whether attached or incorporated by reference. An IFB shall generally be comprised of:

1. Instructions to Bidders (pertinent dates/times/locations)
2. Definitions;
3. Site Inspection and Pre-Bid Conference Information, when necessary;
4. Special Provisions;
5. General Provisions/Mandatory Provisions;
6. Qualifications of Bidders (Experience, Certifications, Licenses);
7. Evaluation/Award Criteria;
8. Securities (Insurance, Bonds, Liquidated Damages), when necessary;
9. Specifications/Scope of Work;
10. Pricing Schedule/Pricing Structure;
11. Forms/Signature Page; and
12. Other Pertinent Documents (Plans, Maps, Photos, Samples, etc.).

(B) Other information may be included as deemed appropriate and necessary by the

Chief Procurement Officer.

(C) Evaluation and award factors described in the IFB may include special qualifications of potential contractors, life cycle costing, value analysis, or other criteria such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose, which are helpful in determining acceptability.

§400.04 Brand Name Specification, or Equal

An IFB shall include the following provisions relating to equal brand products other than those that may be set forth by name or other clear identification in the specifications.

(A) Unless otherwise provided in the IFB, the name of a certain brand, make, manufacturer, or definite specifications is to denote the quality standard of article desired, but does not restrict bidders to the specific brand, make, manufacturer or specification named; it is to set forth and convey to prospective bidders the general style, type, character, and quality of article desired.

(B) Any other brand, make of material, device, or equipment, which is recognized as an equal product, considering quality, workmanship, economy of operation, and is suitable for the purpose intended, shall be considered responsive to the specification at the County's sole discretion.

§400.05 Public Notice of IFB

The County shall provide public notice of the IFB at least ten (10) calendar days prior to the date set for receipt of bids by publication on the County website and may physically post in a designated area. Vendors registered with the County under the pertinent commodity code for such procurement shall also be solicited electronically. The public notice may also be published in a newspaper of general circulation when the County knows or anticipates that there are a limited number of potential bidders.

§400.06 Amendment to Invitation for Bid (IFB)

If changes or clarifications to an IFB are necessary, a written amendment shall be issued. In addition, the County may, but is not required to, consider extending the due date for receipt of bids.

§400.07 Bid Submission

(A) Sealed bids shall be submitted electronically to the Chief Procurement Officer via the Supplier Portal. The bid due date, time, and receipt of bids shall be specified in the IFB.

(B) If authorized by the County, bids may be submitted physically, using approved secure techniques, if this method of submitting bids is permitted by the IFB; otherwise, bids must be submitted electronically via the Supplier Portal.

If physical bids are accepted:

1. Bids shall be submitted in a sealed package. The package shall be clearly labeled as a "Bid" and shall include the bidder's name, IFB/Project name, bid due date and time, and the statement, "this package shall not be opened prior to the bid due date and time."

2. Packages received and opened by the County that are not identified as a bid but are identified as a bid once opened, shall be resealed, and properly marked with the IFB name and number and shall be reopened at the bid due date and time. The County is not responsible for opening a bid package prior to the bid due date and time which is not properly identified as a bid.

§400.08 Public Opening and Announcement

(A) All bids, either electronic or hard copy, received by the due date and time shall be opened, read aloud publicly, witnessed, and recorded in an electronic format. The reading shall consist of identifying each bidder, bidder's cost, acknowledging receipt of any required addendums, bonds, or other required submittals.

(B) The recorded bids shall be posted on the County's website for public viewing.

§400.09 Late Bids

Bids that are received after the designated bid due date and time shall not be opened nor considered for contract award.

§400.10 Alternate Bids

Any bidder may submit a bid that varies from the bid requirements. Such bid shall be clearly labeled as an alternate bid, and may be provided in addition to, or in lieu of, a responsive bid. Such bid may be considered when the alternate bid is in substantial compliance with the bid requirements. When an Alternate Bid is received that substantially varies from the IFB requirements and the Using Department determines that it is in the County's best interest to consider those variances, then the IFB must be cancelled, requirements revised, and a new IFB issued reflecting the revised requirements.

§400.11 Rejection of Bids

The Chief Procurement Officer may reject any or all bids as deemed in the best interest of the County. A written record of the rejection, including the reason(s) for it, shall be kept in the procurement file.

§400.12 Waiver of Informalities

The Chief Procurement Officer may waive any informality in any bid; however, a late bid shall not be considered an informality.

§400.13 Only One Responsive and Responsible Bid

(A) In the event that only one responsive and responsible bid is received, the IFB may be canceled, and the goods, services, insurance, or construction rebid unless the Chief Procurement Officer determines that the price bid is reasonable and in the best interest of the County, on the basis of price comparison, value analysis, prior price history, an engineering estimate, or other method which establishes price reasonableness.

(B) When the Chief Procurement Officer determines that the above methods of establishing price reasonableness are not feasible, the Chief Procurement Officer may enter into negotiations with the responsive and responsible bidder. Before negotiations begin, reasonable price/cost objectives shall be determined. Such negotiations may pertain to labor hours/labor rates, cost of goods, discounts, delivery/performance, overhead, and profit.

(C) Any bidder who is a party to such negotiations shall be required to certify that its price proposal is complete, current, and accurate prior to the initiation of such negotiations.

(D) A record of negotiations shall be prepared for the procurement file once this process is complete. The record shall reflect the significant elements and considerations of the negotiation which resulted in a mutually fair and reasonable contract award.

§400.14 Evaluation of Bids

(A) Bids shall be evaluated on the basis of requirements set forth in the IFB, which may include criteria to determine acceptability as to inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose.

(B) Where the apparent low bidder submitted a substantially lower bid price than the

other bidders, the apparent low bidder may be asked to review the bid for mistakes. If no mistake(s) is identified, the bidder shall certify in writing that the bid submitted has been reviewed, no mistake(s) was made, and the bid stands as submitted.

(C) In determining the award of any contract for paper and paper products to be purchased for the County, Procurement Services shall use competitive sealed bidding and shall award to the lowest responsive responsible bidder offering recycled paper and paper products of a quality suitable for the purpose intended, so long as the bid price is not more than ten percent (10%) greater than the bid price of the low responsive and responsible bidder offering a product that does not meet the United States Environmental Protection Agency (EPA) Recommended Content Standards as defined in 40 C.F.R. Part 247.

(D) In the case of a tie bid where goods are being offered and existing price preferences have already been considered, preference then shall be given to the bidder whose goods contain the greatest amount of recycled content.

§400.15 Determination of Non-Responsibility

(A) Notwithstanding the provisions of § 200.11 of these regulations any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular contract award shall be notified in writing by the Chief Procurement Officer. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) business days to the Chief Procurement Officer.

(B) The Chief Procurement Officer shall decide appeals regarding non-responsibility determinations within five (5) business days of receipt thereof and shall notify the bidder in writing. The decision of the Chief Procurement Officer shall be final, unless appealed under these regulations and/or the Virginia Public Procurement Act, Virginia Code § 2.2-4300 *et seq.*

§400.16 Withdrawal of Bids

(A) Any bidder for goods, services, insurance, or construction, other than a contract for construction and maintenance of public highways, may withdraw its bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials

used in the preparation of the bid sought to be withdrawn.

(B) If a bid contains both clerical and judgment mistakes, a bidder may withdraw its bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents, and material used in the preparation of the bid sought to be withdrawn.

(C) The Chief Procurement Officer shall require, and so state in the Invitation for Bid (IFB), the following procedure for withdrawal of a bid.

1. The bidder shall give notice in writing of its claim of right to withdraw its bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such claim.

2. No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%).

3. No bidder which is permitted to withdraw a bid shall for compensation, provide any goods or labor to or perform any subcontract or other work agreement for the person or business to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

(D) If a bid is withdrawn, the lowest remaining bid submitted by a responsible bidder shall be deemed to be the low bid.

(E) If the County denies the withdrawal of a bid under this section, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the price, provided such bidder is a responsive and responsible bidder, and the County determines the award would be in the County's best interest. If the County determines that an award is not in the County's best interest, such determination shall be put in writing and shall be made part of the procurement file.

§400.17 Tie Bids

(A) When two (2) or more responsible bidders submit bids, which are responsive and contain identical prices, preference shall be given to the bidder whose principal place

of business is in Prince William County. In the event that there is no Prince William County bidder, or that this does not resolve the tie, preference shall be given to the bidder whose principal place of business is in the Commonwealth of Virginia. In the event that there is no Virginia bidder, or that this does not resolve the tie, preference shall be given to bidders that produce the goods within the Commonwealth of Virginia, and preference shall then be given to goods produced in the United States.

(B) In the event that subsection (A) of this section does not resolve the tie, the Chief Procurement Officer shall draw lots in the presence of two (2) or more witnesses, to select the bidder to whom award shall be made.

(C) In the case of procurement of goods by manufacturers:

(1) If (i) the lowest responsive and responsible bidder is not a resident of Virginia and (ii) the bid of any Virginia resident is within 10 percent of such bid, the lowest responsive and responsible bidder that is a Virginia resident shall be granted the option to match the price of the lowest responsive and responsible bidder.

(2) If the lowest responsive and responsible bidder is a resident of a state other than Virginia and such state under its laws allows a resident of that state a percentage preference or price-matching preference for the procurement of goods, a like preference shall be granted to responsive and responsible bidders who are residents of Virginia.

(3) An eligible bidder that is a Virginia resident shall be granted the greater of either preference pursuant to this subsection.

(D) In the case of a tie bid in instances where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.

(E) Detailed records of any proceeding connected with tie bids shall be kept in the procurement file.

(F) The County's decision to award a contract to one or more such bidders under this section shall be final.

§400.18 Bids Exceeding Available Funds

(A) Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except if the bid from the lowest responsible bidder exceeds available funds. The Chief Procurement Officer or designee may negotiate with the apparent low bidder to obtain a contract within available funds. Such

negotiation may be undertaken in accordance with the procedures in subsection (B) of this section, which shall be specified in the IFB.

(B) Negotiations may be directed to:

1. Reduction of goods, services, insurance, or construction procured;

2. Substitution of materials; and/or

3. Change in the period for project completion if the procurement is a construction project.

(C) Procurement Services shall conduct the negotiations with the bidder. The County Attorney may be requested to assist in or conduct such negotiations. If the negotiation does not result in a contract price within available funds, Procurement Services shall seek an appropriation of additional funds from the Using Department prior to execution of a contract with the low responsive and responsible bidder; otherwise, the solicitation shall be canceled. A record of the cancellation shall be included in the procurement file.

§400.19 Award for All or Part of a Bid

The Chief Procurement Officer may award all or part of a bid to any bidder whose bid is determined to be the lowest responsive and responsible bid. Awards can be made by line item by group, or by the overall lowest total cost. Furthermore, specific line items may be deleted from award consideration if in the County's best interest.

§400.20 Multiple Awards

Where provided for in the IFB, the Chief Procurement Officer may award multiple contracts for the same procurement which can include primary, secondary, and tertiary contract awards. Procedures for the utilization of multiple contractors shall be addressed in the IFB.

§400.21 Notice of Award

Contracts shall be awarded with reasonable promptness by written notice to the successful bidder(s). Nothing herein shall prevent the Chief Procurement Officer from giving a Notice of Intent to Award to the apparent successful bidder, but such notice shall not constitute an award.

§400.22 Contract Award

(A) All procurements of goods, services, insurance, or construction which are subject to the competitive bidding requirements in these regulations shall be awarded to the lowest responsive responsible bidder based upon the lowest cost and/or other criteria specified in the IFB.

(B) Whenever the lowest responsive responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered.

§500.00 COMPETITIVE NEGOTIATION

§500.01 Applicability

(A) Competitive Negotiation is used when requirements cannot be clearly defined, negotiations are necessary, price is not a major determining factor for award selection, and as required by law. The Chief Procurement Officer or designee shall determine in writing prior to the use of a Request for Proposal, that competitive sealed bidding is either not practicable or not fiscally advantageous to the public.

(B) In making a determination under this section, the Chief Procurement Officer shall consider whether:

1. Quality, availability, or capability is overriding in relation to price in procurements for research and development, technical goods, or special services;

2. The initial installation needs to be evaluated together with subsequent maintenance and service capabilities, and what priority should be given these requirements in the County's best interest; or

3. The marketplace will respond better to a solicitation permitting not only a range of alternative proposals, but also evaluation and discussion of them before making an award. For example, with respect to the acquisition of data processing hardware and software, or specially designed phone systems.

§500.02 Preparation of Request for Proposal

Procurement Services shall prepare a Request for Proposal (RFP) after the Using Department submits a requisition with requirements.

(A) The RFP shall describe the County's requirements in general terms.

(B) The RFP shall clearly describe the evaluation criteria to be used to evaluate proposals and award the contract(s).

§500.03 Public Notice of Request for Proposals

The County shall provide public notice of the RFP at least ten (10) calendar days prior to the date set for receipt of the proposals by publication on the County's website. The public notice may also be published in a newspaper of general circulation and may physically post in a designated area. In addition, the County may solicit proposals directly from registered vendors.

§500.04 Format of Requests for Proposals

(A) The RFP shall contain at least the following information:

1. The required goods and services;
2. A description of the work and work location;
3. An estimate of when and how long the services shall be required;
4. A date and time proposals shall be submitted;
5. A statement that all proposals shall be in writing;
6. A statement that information received will not be disclosed to other offerors during selection;
7. Except where the offerors have been pre-qualified, a statement of the minimum information that the proposal must contain, to include where appropriate:

   (a) The offeror's name and the location of the offeror's principal place of business;

   (b) The age of the offeror's business and average number of employees over a previous period of time as may be specified;

   (c) The abilities, qualifications, and experience of all persons who would be assigned to provide the required goods, services, insurance, or construction;

   (d) A listing of other contracts under which goods, services, insurance, or construction similar in scope, size, or discipline to the RFP's requirements specified were delivered or performed within a previous specified period of time, and a list of current references, including telephone numbers, who may be contacted with respect to such contracts; and

   (e) A plan, in as much detail as practical, explaining how the required goods, services, insurance, or construction shall be performed or provided, or of what they shall consist of; and

8. The RFP shall include the factors, including compensation, to be used in the evaluation and selection process, listed in descending order of their relative importance, and accorded a specified point value.

§500.05 Selection Committee

(A) Prior to issuing the RFP, the approving authority shall appoint a Selection Committee that shall review and evaluate proposals received in response to the RFP.

(B) When the Board of County Supervisors is the approving authority, the County Executive shall appoint the Selection Committee.

§500.06 Amendment to RFP

A written amendment shall be issued for necessary corrections or additions to the RFP.

§500.07 Late Proposals

Proposals that are received after the date and time designated in the RFP or subsequent amendments shall be considered late and shall not be opened or considered.

§500.08 Receipt and Handling of Proposals

(A) Proposals shall be received electronically in the Supplier Portal by Procurement Services; physical acceptance of proposals will be identified if allowed in the solicitation.

(B) Proposals shall not be publicly opened or disclosed to any person that is not a member of the Selection Committee, non-voting Technical Advisors, or Procurement Services, except the County Executive, County Attorney, Chief Procurement Officer, or their designees.

(C) Nothing contained in any offer shall be open for public inspection until such time as an award has been made, except as may be required by the Virginia Freedom of Information Act, Virginia Code § 2.2- 3700 *et seq.* and/or Virginia Code § 2.2-4342.

(D) Proprietary or confidential information from and properly identified by an offeror shall not be disclosed to the public except as required by the Virginia Freedom of Information Act, Virginia Code § 2.2-3700 *et seq.* and/or Virginia Code § 2.2-4342.

(E) A register of proposals received shall be compiled by Procurement Services and kept in the procurement file.

§500.09 Evaluation of Proposals

(A) The Selection Committee shall review and evaluate proposals and prepare a recommendation for the approving authority.

(B) The evaluation criteria shall be set forth in the RFP and shall be strictly adhered to in the selection process.

§500.10 Discussions with Responsible Offerors

(A) Discussions may be conducted with responsible offerors who submit proposals determined by the Selection Committee to have a reasonable chance of being selected for award, for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any discussion of proposals, and revisions thereto may be made by the offeror after submissions and prior to award.

(B) At the conclusion of the discussions, the Selection Committee shall select in the order of preference two (2) or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors stated in the Request for Proposal, including price if so stated in the Request for Proposal. Should the Selection Committee determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

§500.11 Negotiations

(A) The Chief Procurement Officer or a designee shall negotiate a contract with the selected offeror(s) for the required goods, services, insurance, or construction at a compensation determined to be fair and reasonable.

(B) Negotiations shall be conducted with the selected offeror(s). Price shall be considered but need not be the sole or primary determining factor. After negotiations have been conducted with the selected offeror(s), the Selection Committee shall select the offeror which, in its opinion, has made the best proposal and provides the best value at a fair and reasonable price, and shall award the contract to that offeror. When the terms and conditions of multiple awards are provided in the Request for Proposal, awards may be made to more than one offeror.

§500.12 Record of Negotiation

(A) The County negotiator shall keep detailed records of any negotiations that were entered into in accordance with this section.

(B) The record of these negotiations shall be kept in the procurement file.

§500.13 Contract Award

Award of a contract shall be made by the head of the Using Department to the responsible offeror whose proposal offers the best value to the County and with whom negotiations have been successfully completed. The County Attorney may be consulted with respect to the form and content of the contract with the selected offeror.

§600.00 CONSTRUCTION

§600.01 Applicability

Construction contracts shall be governed generally by § 300.00 *et seq.* of these regulations, and by § 600.00 *et seq.* of these regulations. Where a provision of § 600.00 *et seq.* of these regulations is in conflict with any other provision of these regulations, the provisions of § 600.00 *et seq.* shall govern.

§600.02 Definitions

(A) For the purpose of the procurement of construction, the following terms have the meanings ascribed to them in this section, except where the context clearly requires another meaning.

1. Addendum: Written or graphic instruments issued prior to the opening of bids that clarify, correct, or change the bidding documents.

2. Bond, Bid: A form of security/financial protection issued by a third party submitted with a bid as a guarantee that the principal will enter a contract with the County, if selected for award.

3. Bond, Payment: A form of security/financial protection issued by a third party (surety bond company) to guarantee that the principal (prime contractor) will promptly pay its financial obligations to its subcontractors, material suppliers, and other hires. The payment bond guarantees protection to the obligee (County) from claims from the principal's subcontractors, material suppliers, and other hires, in the event of default by the principal.

4. Bond, Performance: A form of security/financial protection issued by a third party (surety bond company) to guarantee that the principal (prime contractor) will perform the work/complete the project as described in the contract. The performance bond guarantees compensation to the obligee (County) in the event of default by the principal.

5. Construction: The term used to include new construction, reconstruction, renovation, restoration, major repair, demolition and all similar work upon buildings and ancillary facilities, including draining, dredging, excavation, grading or similar work upon real property.

6. Construction Administration: Non-professional services provided under a contract with the Owner which generally includes inspection of the Work, coordinating testing services contracts procured by the Owner, reviewing change orders and schedule submittals from the contractor, and providing other construction period services for the benefit of the Owner. The Construction Administrator is the entity responsible to the Owner for providing these services to assure compliance with the contract Documents but is not responsible under the Construction Administration contract for providing the Work. The Owner may use an employee to perform construction administration services. This differs from the construction administration services required under the Architectural and Engineering (A&E) contract.

7. Construction Management: Services provided under contract with the Owner which generally includes coordinating and administering construction contracts for the benefit of the Owner, but may also include, if provided in the contract, furnishing construction services to the Owner. The Construction Manager has direct responsibility and liability to the Owner for performing the Work as described by the contract documents.

8. Design-Build: A contract between the County and another party in which the other party agrees to both design and build the structure, roadway, or other item specified in the contract.

9. Job Order Contracting: A multi-year fixed unit-price contract which provides for issuance of task orders to accomplish alterations, renovations, building repairs and parking improvements for County facility projects. The preparation of construction design or bid documents are specifically excluded from the scope of the Job Order contract. Job Order contracts are subject to the limitations outlined in the Virginia Public Procurement Act.

10. Owner: The Board of County Supervisors of Prince William County and its officers and employees.

§600.03 Prequalification

(A) Pursuant to Virginia Code § 2.2-4317, any prequalification of vendors for construction shall be pursuant to a written prequalification process adopted by the County.

(B) The application form for prequalification shall set forth the criteria upon which the qualifications of vendors shall be evaluated. The application form shall only request information as is appropriate for an objective evaluation of all vendors under such criteria. The form shall show the vendor seeking prequalification to request, by checking the appropriate box, that all information voluntarily submitted by the vendor shall be considered a trade secret or proprietary information subject to the provisions of subsection D of Virginia Code § 2.2-4342.

(C) Advance notice shall be given of the need for submission of the prequalification application and shall be sufficiently in advance of the date set for the submission of bids so as to allow the established prequalification process to be accomplished.

(D) Within thirty (30) calendar days, the County shall notify, in writing, each vendor who has submitted a prequalification application, whether the vendor has been pre-qualified. In the event that a vendor is denied prequalification, the written notice to the vendor shall state the reasons for denying the vendor's pre-qualification and the factual basis of such reasons. The County's decision denying prequalification shall be final.

(E) The County may deny prequalification if it finds one of the following.

1. The vendor does not have sufficient financial ability to perform the contract that would result from the procurement. If a bond is required to ensure performance of a contract, evidence that the vendor can acquire a surety bond from a corporation included on the United States Treasury list of acceptable surety corporations in the amount and type required by the public body shall be sufficient to establish the financial ability of the vendor to perform the contract resulting from such procurement.

2. The vendor does not have appropriate experience to perform the construction project in question.

3. The vendor or any officer, director, or owner thereof has had judgments entered against them within the past ten years for breach of contracts for construction, including, but not limited to, design-build or construction management.

4. The vendor has been in substantial noncompliance with the terms and conditions of prior construction contracts for the County or other public bodies without good cause.

5. The vendor or any officer, director, owner, project manager, procurement

manager, or chief financial officer thereof, has been convicted within the last ten years of a crime related to construction or contracting.

6. The vendor or any officer, director, or owner thereof, is currently debarred from bidding by the County, the state, or an agency of the Federal government.

7. The vendor failed to provide any information relevant to subsections 1 through 6 of this section requested by the County in a timely manner.

§600.04 Prohibition of Certain Purchases from Architects and Engineers

(A) No building goods for any building or structure constructed by the County shall be sold by, or purchased from, any person employed as an independent contractor by the County to furnish architectural or engineering services, but not construction, for such building or structure or from any partnership, association, or corporation in which such architect or engineer has a personal interest as defined in Virginia Code § 2.2-3101.

(B) No building goods for any building or structure constructed by or for the County shall be sold by or purchased from any person who has provided, or is currently providing, design services specifying a sole source for such goods to be used in building a structure to such independent contractor employed by the County to furnish architectural or engineering services in which such person has a personal interest as defined in Virginia Code § 2.2- 3101.

§600.05 Bid Bonds

(A) The Chief Procurement Officer shall require that each bidder on a competitively bid procurement for construction estimated in excess of $500,000 submit, with its bid, a certified check or a cashier's check payable to the County of Prince William, for a sum not to exceed five percent (5%) of the bid total for construction contracts, as a guarantee that the bidder will enter into a contract for the goods or services sought should it be awarded the contract.

(B) Provided, however, that in lieu of a certified check it shall be sufficient that the bidder provide a corporate surety bond, issued by a company licensed to do business as a surety in Virginia, for a sum equal to the amount of any certified check which would otherwise have been required or cash escrow in the face amount required for the bond with a lending institution insured by the FDIC. The conditions of such bond shall be established by the Chief Procurement Officer, unless otherwise established by law. Noncompliance with this section shall require the rejection of the bid.

(C) Annual bid bonds may be accepted.

(D) No forfeiture under a bid bond for a construction contract shall exceed the lesser of (i) the difference between the bid for which the bond was written and the next low bid; or (ii) the face amount of the bid bond.

§600.06 Requirements for IFB

(A) Bids for construction shall be solicited by the Chief Procurement Officer by means of a formal Invitation for Bid (IFB).

(B) Instructions to bidders, plans, and specifications for the project, and proposed contracts for the work, shall be prepared by the Chief Procurement Officer in consultation with appropriate persons including architects, engineers, and other consultants who may be contracted by, or employed by the County for the purposes of any project or projects.

(C) Prior to distribution, all IFBs for construction shall be reviewed by the County Attorney.

(D) The IFB may be distributed by architects and engineers designated by the County in the IFB as responsible for the project.

(E) Construction bids shall require the successful contractor to carry all appropriate insurance as designated in the IFB.

(F) A person or firm which has been engaged as an architect or engineer for a construction project under a separate contract shall not be eligible to bid or submit a proposal for the construction of the same project.

§600.07 Award or Rejection of Bids

(A) Contracts for construction with a value of more than $20 million shall be awarded by the Board of County Supervisors, in accordance with the regulations governing the award of bids generally. The Board may reject any or all bids without giving a reason, therefore.

(B) Construction contracts for less than $20 million may be awarded by the County Executive or his/her designee, in accordance with the regulations governing the

award or rejection of bids generally and County policy. The Chief Procurement Officer may reject any or all bids without giving a reason, therefore.

(C) In addition, the Board may award a single Job Order Construction contract which provides for multiple task orders to accomplish alterations, renovations, building repair and parking improvements for County facilities projects up to $500,000 per project.

§600.08 Changes and Modifications to Construction Contracts

(A) A construction contract may include provisions for modification of the contract by issuance of change order during performance, but no contract may be increased by more than twenty-five percent (25%) of the original amount of the contract award, or $50,000, whichever is greater, without the advance written approval by the Board of County Supervisors.

(B) The head of the Using Department responsible for the contract may approve change orders provided:

1. No additional appropriations are required; and

2. Modifications or change order to contracts shall be approved by the Chief Procurement Officer in writing prior to commencement of work.

(C) The head of the Using Department with the concurrence of the Chief Procurement Officer, may authorize under written change order extension of time for completion of the work.

(D) Unilateral modifications may be issued by the County for minor or administrative purposes.

§600.09 Payment and Performance Bonds

(A) The Chief Procurement Officer shall require any bidder for a construction contract in excess of $500,000, and may require any bidder, to execute a performance bond in an amount equal to one hundred percent (100%) of the price specified in the contract, solely for the protection of the County, conditioned upon the faithful performance of the work in strict conformity with the plans, specification, and conditions for same.

(B) The Chief Procurement Officer shall require any successful bidder for a construction contract in excess of $500,000, and may require any bidder, to execute a payment bond in an amount equal to one hundred percent (100%) of the price specified in the contract conditioned upon the faithful payment of all persons who have and fulfill contracts which are directly with the contractor for performing labor or furnishing materials in the prosecution of the work provided for in any such contract and shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of the work. "Labor or materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

(C) Any performance or payment bond required under these regulations shall be in the form of a certified check, cashier's check, a bond executed by a surety company authorized to do business as a surety in Virginia, or cash escrow in the face amount required for the bond by an institution insured by the Federal Deposit Insurance Corporation (FDIC).

§600.10 Restrictions on Asbestos Projects

The County shall not award a contract in connection with an asbestos project to a vendor which does not hold an asbestos contractor; roofing, flooring, or siding (RFS) contractor; inspector; management planner; or project designer license at the time the bid is submitted unless the General Contractor to whom the contract is awarded shall be contractually committed to have all asbestos related work performed by its own subcontractors who are appropriately licensed as asbestos contractors; RFS contractors; inspectors; management planners; or project designers.

§600.11 Applicability of State and Federal Law

Contracts for construction of any building or for an addition to or improvement of an existing building for which State funds of $50,000 or more, either by appropriation, grant-in-aid, or loan, are used or to be used or all or part of the cost of construction shall be procured pursuant to Virginia Code § 2.2-4305. Other construction contracts which are subject to State and Federal law, shall be governed by these regulations where they do not conflict with such State and Federal law.

§600.12 Retainage

In any contract for construction that provides for progress payments in installments based upon an estimated percentage of completion, the County shall pay the contractor at least ninety-five percent (95%) of the earned sum when payment is due. The County may retain

up to five percent (5%) of the earned sum to assure faithful performance of the contract by the contractor. All amounts withheld by the County shall be included in the final payment to the contractor.

§600.13 Deposit of Funds Retained in an Escrow Account

(A) Contracts in excess of $200,000 for the construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, and the installation of water, gas, sewer lines, and pumping stations where portions of the contract price are to be retained by the County, shall include in the bid proposal an option for the contractor to use an escrow account procedure for funds retained by the County pursuant to § 600.12 of these regulations.

(B) Any bidder who elects to use the escrow account procedure shall indicate this in its response to the IFB or RFP. Within fifteen (15) calendar days of notification by the Chief Procurement Officer that it has been awarded the contract, the contractor shall submit to the Chief Procurement Officer the executed Escrow Agreement that was included in the bid or proposal. The contractor shall forfeit its rights to use the escrow account procedure if the Escrow Agreement is not submitted to the Chief Procurement Officer within the fifteen (15) calendar day period.

(C) In order to have retained funds paid to an escrow agent, the contractor, the escrow agent, and the surety shall execute the Escrow Agreement form. The contractor's escrow agent shall be a trust company, bank, or savings institution acceptable to the County with its principal office located in the Commonwealth of Virginia. The Escrow Agreement form shall contain the complete address of the escrow agent and surety, and the executed Escrow Agreement will be the authority for the County to make payment of retained funds to the escrow agent.

(D) After approving the Escrow Agreement, the County shall pay to the escrow agent the funds retained as provided herein except for funds retained for lack of progress, or other deficiencies on the part of the contractor will not be paid to the escrow agent. The escrow agent may, in accordance with the stipulation contained in the Escrow Agreement, invest the funds paid into the escrow account and pay earnings on such investments at time of final payment to the contractor or release the funds to the contractor provided such funds are fully secured by securities approved by the Chief Procurement Officer.

(E) Retained funds invested and securities held as collateral for retainage may be released only as authorized and directed by the Chief Procurement Officer. When the final progress payment is made to the contractor, the Chief Procurement Officer

shall direct the escrow agent to settle the escrow account by paying the contractor or the County monies due them as determined by the Chief Procurement Officer. The Chief Procurement Officer reserves the right to recall retained funds and to release them to the surety upon receipt of written request from the contractor or in the event of default.

(F) This section shall not apply to construction contracts for railroads, public transit systems, runways, dams, foundations, installation, or maintenance of power systems for the generation of primary and secondary distribution of electric current ahead of the customer's meter, the installation or maintenance of telephone, telegraph, or signal systems for public utilities and the construction or maintenance of solid waste or recycling facilities and treatment plants.

(G) Any such construction contract, which includes payment of interest on retained funds, may include a provision whereby the contractor, exclusive of reasonable circumstances beyond the control of the contractor stated in the contract, shall pay a specified penalty for each day exceeding the completion date stated in the contract.

(H) Any subcontract for the construction of projects set out in subsection (A) of this section which provides for similar progress payments shall be subject the provisions set forth in subsection (A) through (G) of this section.

§600.14 Contract Management and Design Build Contracts

(A) Special Definitions.

As used in this section, unless the context requires a different meaning:

"Complex project" means a construction project that includes one or more of the following significant components: difficult site location, unique equipment, specialized building systems, multifaceted program, accelerated schedule, historic designation, or intricate phasing or some other aspect that makes competitive sealed bidding not practical.

"Construction management contract" means a contract in which a party is retained by the County to coordinate and administer contracts for construction services for the benefit of the County and may also include, if provided in the contract, the furnishing of construction services to the County.

"Design-build contract" means a contract between a public body and another party

in which the party contracting with the public body agrees to both design and build the structure, roadway or other item specified in the contract.

(B) While competitive sealed bidding remains the preferred method of construction contracting, the Board of County Supervisors may utilize competitive negotiation to enter into a contract for construction on a fixed price or not- to-exceed price design-build or construction management basis, provided the contract has implemented procedures consistent with those adopted by the Secretary of Administration for utilizing design-build or construction management contracts, pursuant to Virginia Code § 2.2-4382.

(C) Prior to determination as to the use of design-build or construction management for a specific construction project, the County shall have under contract, or employ, a licensed architect or engineer with professional competence appropriate to the project who shall advise the County regarding the use of design-build or construction management for that project and who will assist the County with the preparation of the RFP and the evaluation of proposals.

(D) A written determination shall be made in advance that competitive sealed bidding is not practicable or fiscally advantageous and there is a benefit to the County in using design- build or construction management contract for the construction project. The determination shall be in writing and included in the Request for Qualifications and maintained in the procurement file.

(E) Procedures adopted by the County for construction management pursuant to this section include the following requirements:

1. Construction management contracts may be utilized for projects where the project cost is expected to exceed the project cost threshold established in the procedures adopted by the Secretary of Administration for utilizing construction management contracts.

2. Construction management may be utilized on projects where the project cost is expected to be less than the project cost threshold established in the procedures adopted by the Secretary of Administration for utilizing construction management contracts, provided that (i) the project is a complex project and (ii) the project procurement method is approved by the local governing body. The written approval of the governing body shall be maintained in the procurement file;

3. Public notice of Request for Qualifications is posted on the County's procurement website at least 30 calendar days prior to the date set for receipt of Statements of Qualifications;

4. The construction management contract is entered into no later than the completion of the schematic phase of design, unless prohibited by authorization of funding restrictions;

5. Prior construction management or design-build experience or previous experience with the Virginia Department of General Services Bureau of Capital Outlay Management shall not be required as prerequisite for award of a contract. However, the County may consider the experience of each contractor on comparable projects;

6. Construction management contracts shall require that (i) no more than 10 percent of the construction work, as measured by the cost of the work, be performed by the construction manager with its own forces and (ii) the remaining 90 percent of the construction work, as measured by the cost of the work, be performed by subcontractors of the construction manager, which the construction manager shall procure by publicly advertised, competitive sealed bidding to the maximum extent practicable;

7. The procedures allow for a two-step competitive negotiation process; and

8. Price is a critical basis for award of the contract.

Procedures adopted by the County for design-build construction projects shall include a two- step competitive negotiation process consistent with the standards established by the Division of Engineering and Buildings of the Virginia Department of General Services for public bodies.

(F) Prior to issuing an RFP for any design-build or construction management contract the County shall incorporate procedures governing the selection, evaluation, and award of design-build and construction management contracts as outlined in this section and those developed for competitive negotiation in § 500.00 *et seq.* of these regulations; and

(G) The Chief Procurement Officer shall issue a written RFP by posting electronically on the County website, and advertising in a newspaper of general circulation in the County at least ten (10) calendar days preceding the date set for the receipt of proposals and may post physically in a designated location.

The RFP shall:

1. define the pre-design, design phase, bid phase and construction phase services to be performed by the design-builder or construction manager;

2. include and define the requirements of the specific construction project in areas such as site plans, floor plans, exterior elevations, basic building envelope materials, fire protection information plans, structural, mechanical (HVAC), and electrical systems, and special telecommunications;

3. specify the criteria which will be used in evaluating the proposals;

4. contain or incorporate by reference the applicable contractual terms and conditions, including any unique capabilities or qualifications which will be required of offerors; and

5. include such other requirements as the County Executive or Chief Procurement Officer deems appropriate for the construction project.

(H) The RFP shall request of offerors only such information as is appropriate for an objective evaluation of all offerors pursuant to the specified RFP criteria.

(I) The Chief Procurement Officer shall receive and consider comments concerning specifications or other provisions in the RFP, prior to the time set for receipt of proposals.

(J) Each offeror shall submit a cost proposal and a technical proposal. Cost proposals shall be sealed separately from technical proposals. Cost proposals shall include a lump sum or guaranteed maximum prices for all requested services. Upon receipt of an offeror's technical and cost proposals, the offeror's cost proposal shall be secured by the Chief Procurement Officer and kept sealed until evaluation of all technical proposals is completed.

(K) The Selection Committee appointed by the County Executive shall evaluate each technical proposal and select two (2) or more offerors deemed to be fully qualified and best suited among those submitting proposals based on the criteria set forth in the RFP for further consideration. The Selection Committee shall hold discussions with each of the selected offerors exercising care to discuss the same owner information with each offeror. In addition, the Selection Committee shall not disclose any trade secret or proprietary information for which the offeror has properly invoked protection pursuant to Virginia Code § 2.2-4342(F).

(L) Upon completion of the discussions, the Selection Committee shall determine whether any changes to the proposals should be requested to correct errors or omissions or to clarify ambiguities, or to incorporate project improvements or additional details identified by the Selection Committee during its review. Offerors may submit revised technical proposals, as well as sealed modifications to their cost proposals. The Selection Committee will complete its evaluations of the revised technical proposals. Following opening of the cost proposals, the Selection Committee shall make its recommendation to the Chief Procurement Officer based upon the criteria included in the RFP. Award shall be made to the fully qualified offeror determined to offer the best value in response to the RFP.

(M) Should the Chief Procurement Officer determine in writing that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the other offerors under consideration, a contract may be negotiated and awarded to that offeror.

(N) Trade secrets or proprietary information provided by an offeror in response to a request for qualifications or a request for proposals shall not be disclosed to the public or to competitors, provided the offeror has invoked protection pursuant to Virginia Code.

(O) The County shall provide a report each year to the Director of the Virginia Department of General Services in accordance with Virginia Code § 2.2-4383(B).

(P) The County Executive may promulgate such additional procedures, not inconsistent with the provisions of this section or the rules and regulations of the Virginia Department of General Services Bureau of Capital Outlay Management, and consistent with the procedures for the procurement of nonprofessional services through competitive negotiation, as deemed necessary and appropriate to affect the selection and evaluation of offerors and the award of design-build and construction management contracts.

§700.00 PROFESSIONAL SERVICES

§700.01 Applicability

Professional services shall be procured by competitive negotiation as described in § 500.00 *et seq.* of these regulations and by the § 700.00 *et seq.* of these regulations. Where regulations set forth in § 700.00 *et seq.* of these regulations conflict with any other provision of these regulations, the provisions of § 700.00 *et seq.* of these regulations shall govern.

§700.02 Use of Request for Proposal

A Request for Proposal (RFP) shall be used to solicit professional services for the County.

§700.03 Format for Requests for Proposals

(A) Written RFPs shall specify the factors which will be used in evaluating the proposal.

(B) Estimates of cost or man-hours shall not be solicited prior to the discussion stage for professional services.

§700.04 Discussions and Interviews

(A) The Selection Committee shall engage in individual discussions with two (2) or more offerors, deemed fully qualified, responsible, and suitable on the basis of initial responses with emphasis on professional competence, to provide the required services. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the Selection Committee may discuss non-binding estimates of costs and man-hours. Repetitive informal interviews are permissible.

(B) No information may be conveyed to any offeror that was submitted by any other offeror in the conduct of such discussions and interviews.

(C) Proposals may be modified or withdrawn at any time prior to the conclusion of the discussions entered into.

§700.05 Selection of Best Qualified Offerors

(A) Following discussions as provided in § 700.04 of these regulations, on the basis of evaluation factors published in the RFP and all information developed in the

selection process to this point, the Selection Committee shall rank, in the order of its preference, offerors whose professional qualifications and proposed services are deemed adequate to meet contract requirements as stated in the RFP.

(B) The Chief Procurement Officer shall solicit a formal cost proposal from the offeror ranked first.

(C) Negotiations shall then be conducted with this offeror.

(D) Should the Selection Committee determine in writing and its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

§700.06 Award of Contract

(A) If negotiations with the best qualified offeror are successful, the contract should be awarded to that offeror.

(B) Professional services estimated to cost or have a value of $80,000 or more, shall be contracted for only with the approval of the Board of County Supervisors, notwithstanding those funds may have been budgeted and appropriated, unless the Board specifically delegates this authority by resolution.

§700.07 Negotiations with Additional Offerors

(A) If a contract cannot be agreed upon between the County and the first ranked offeror, negotiations with the offeror ranked first shall be formally terminated, a written record stating the reasons therefore shall be placed in the file, and the Chief Procurement Officer shall advise the offeror of the termination of negotiations.

(B) Upon failure of negotiations to produce an acceptable contract, the County negotiator may enter into negotiations with the second ranked offeror as determined by the Selection Committee's recommendation to the approving authority. If negotiations with such offeror again fail, the negotiator shall terminate the negotiations, and commence negotiations with the next ranked offeror.

(C) If all negotiations fail to produce a contract with any of the ranked offerors, the Selection Committee may make additional recommendations to the approving authority.

§700.08 Architectural and Professional Engineering Term Contracting Limitations

A contract for architectural or professional engineering services relating to construction projects may be negotiated by the County for multiple projects in accordance with the Virginia Public Procurement Act (VPPA), Virginia Code § 2.2-4303.1

§800.00 EQUAL OPPORTUNITY, SMALL BUSINESS AND SUPPLIER DIVERSITY

§800.01 Equal Opportunity and Non-Discrimination

The County shall not discriminate against any person on the basis of race, religion, color, sex, national origin, age, disability, status as a service-disabled veteran, political affiliation, or other basis prohibited by state law.

§800.02 Small Business and Supplier Diversity

Within the limits of the funds appropriated, and as required by Virginia Code § 2.2-4310 and the other applicable Federal or State law, the Chief Procurement Officer shall cooperate with the Department of Small Business and Supplier Diversity in promoting the purposes of that Department.

§800.03 Employment Services Organizations and Nonprofit Organizations

Pursuant to Virginia Code § 2.2-4344(A)(1), as amended, the Chief Procurement Officer may waive application of these regulations when acquiring goods and services (i) which are performed or produced by persons or in schools or workshops, under the supervision of the Virginia Department for the Blind and Visually Impaired; or (ii) which are performed or produced by employment services organizations or other nonprofit organizations that offer transitional or supported employment services serving individuals with disabilities under the supervision of the Virginia Department of Employment Services and Special Programs and the United States Department of Labor, as evidenced by possession of a National Accreditation Certificate issued by the Commission on Accreditation of Rehabilitation Facilities.

§800.04 Faith-Based Organizations

The County shall not discriminate against faith-based organizations

§900.00 DISPOSAL OF SURPLUS PROPERTY

§900.01 General

(A) Surplus property is defined as personal property including, but not limited to, goods or seized property, where legal claim is established, and recyclable items, that no longer contribute to a Using Department's core business and to the County's desired outcomes. In accordance with the Virginia Department of General Services Agency Purchasing and Surplus Property Manual (APSPM) (Chapter 12), trade-ins are not considered as surplus property. Refer to the County's Asset Disposal Procedure for applicable authorization thresholds related to disposal of surplus property. Hazardous Waste must follow the Department of Environmental Quality Regulations per APSPM Chapter 12.8.

(B) The Using Department (including Internal Service Agencies when applicable) shall identify surplus property and request authorization to dispose of surplus property from the Chief Financial Officer/Director of Finance or designee prior to disposal, with the exception of the Internal Service Agency related assets (Refer to the County's Asset Disposal Procedure). Justification for declaring property to be Surplus Property includes a determination that such property is non-repairable, unsalvageable, obsolete, requires excessive storage costs, or no longer meets the Using Department's core business needs or the County's desired outcomes.

(C) As defined in § 100.05 of these regulations, the Chief Financial Officer/Director of Finance is authorized to sell, trade, transfer or otherwise dispose of any surplus property which is the property of the Board of County Supervisors, whether donated or acquired in whole or in part using County funds in accordance with Virginia Code § 2.2-1124, and Federal and State laws, regulations, and/or grant guidelines. For the purpose of this section, the Chief Financial Officer/Director of Finance may authorize a designee to approve the disposal of surplus property. The Chief Financial Officer/Director of Finance shall review all disposals to ensure all disposals are in compliance with Virginia laws and regulations.

(D) Upon receipt of written authorization from the Chief Financial Officer/Director of Finance or designee, the head of the Using Department is responsible for storage, maintenance, and safekeeping of all surplus property in its charge, and for the transportation of surplus property (if needed) within the County for disposal.

§900.02 Sales and Other Disposal of Property

(A) The County's Asset Disposal Procedure approved by the Chief Financial Officer/Director of Finance addresses a cost-efficient manner of disposing surplus property. Any deviation from that procedure requires submission of a business justification and approval by the Chief Financial Officer/Director of Finance or designee.

(B) Whenever any organization/individual acquires property that has been disposed of by the County and is required to remove such property from premises, the acquirer of such property shall execute a written agreement to indemnify and hold the County (including any departments, officials, personnel, volunteers, etc.) harmless and defend from any and all liability which may be incurred during the removal of the property. The Chief Financial Officer/Director of Finance or designee shall be provided with evidence of an existing liability insurance policy covering the risks potentially involved, a worker's compensation insurance policy or any other applicable insurance policy as deemed appropriate by the County.

(C) The Using Department shall maintain documentation per the Library of Virginia, Record Retention and Disposition Schedule (General Schedule No. 16).

§900.03 Methods for Disposal of Surplus Property

The Code of Virginia provides multiple methods of disposal of surplus property. Refer to the County's Asset Disposal Procedure for methods of disposal of surplus property.

§1000.00 PROJECTS PROPOSED PURSUANT TO THE PUBLIC–PRIVATE EDUCATION FACILITIESAND INFRASTRUCTURE ACT OF 2002 OR THE PUBLIC-PRIVATE TRANSPORTATION ACT OF 1995

§1000.01 Introduction

(A) The Public-Private Education Facilities and Infrastructure Act of 2002, Virginia Code § 56-575.1 *et seq.* (the "PPEA") and the Public-Private Transportation Act of 1995, Virginia Code § 33.2-1800 *et seq.* (the "PPTA") (together, the "Acts") grant the County, a responsible public entity as defined in the Acts, the authority to create public-private partnerships for the development of a wide range of projects for public use if the County determines there is a public need for the project and that private involvement may provide the project to the public in a timely or cost-effective fashion. Individually negotiated comprehensive agreements between an operator, as defined in the Acts, and the County will define the respective rights and obligations of the County and the private operator. Although guidance with regard to the application of the PPEA and PPTA is provided here, it will be incumbent upon the County and all private entities to comply with the provisions of the PPEA or PPTA as applicable.

(B) In order for a project to come under the PPEA or the PPTA, it must meet the definition of a "qualifying project" as defined in the applicable Act.

(C) The Acts establish requirements that the County must adhere to when reviewing and approving proposals received pursuant to the PPEA or the PPTA. In addition, the Acts specify the criteria that must be used to select a proposal and the contents of the comprehensive agreement detailing the relationship between the County and the private entity. Any proposal received or solicited by the County pursuant to either the PPEA or the PPTA will be reviewed in accordance with the applicable Act and these regulations as they may apply.

(D) The Board of County Supervisors adopted these regulations effective July 1, 2003, to implement the PPEA and the PPTA. Therefore, in accordance with Board directive, the County Executive will follow this policy to receive and evaluate any proposal submitted to the County under the provisions of the PPEA or the PPTA. The Board must adopt any amendments to these regulations.

(E) The County Executive is authorized to designate a working group to be responsible for evaluating proposals and negotiating the comprehensive agreement.

(F) The individual designated by the County Executive to serve as the point of contact

for implementation of procedures, to receive proposals submitted under the PPEA or the PPTA and to respond to inquiries regarding the PPEA or the PPTA or this policy shall be the Chief Procurement Officer.

§1000.02 General Provisions

(A) Proposal Submission.

1. A proposal under either Act may be either solicited by the County or delivered by a private entity on an unsolicited basis. Proposers may be required to follow a two-part proposal submission process consisting of a conceptual phase and a detailed phase, as described herein.

2. The Acts allow private entities to include innovative financing methods, including the imposition of user fees or service payments, in a proposal. Such financing arrangements may include the issuance of debt instruments, equity or other securities or obligations. Proposals may include, if applicable, the portion of the tax-exempt private activity bonds.

3. Proposals should be prepared simply and economically, providing a concise description of the proposer's capabilities to complete the proposed qualifying project and the benefits to be derived from the project by the County. Project benefits to be considered are those occurring during the construction, renovation, expansion, or improvement phase and during the life cycle of the project. Proposals also should include a comprehensive scope of work and a financial plan for the project, containing enough detail to allow an analysis by the County of the financial feasibility of the proposed project. The County may, at any time, require the proposer to provide additional information and clarification to the submission.

(B) Affected Local Jurisdictions.

The term “affected local jurisdiction” means any county, city, or town in which all or a portion of a qualifying project or qualifying transportation facility is located or with respect to the PTA, any other public entity directly affected by a qualifying transportation facility. Any private entity requesting approval from or submitting a conceptual or detailed proposal to the County must provide any other affected jurisdiction with a copy of the private entity's request or proposal by certified mail, express delivery, or hand delivery within five (5) business days of submission of the

proposal to the County. Evidence of the delivery of the proposal to any other affected local jurisdiction shall be provided to the County within five (5) business days of such delivery. Any affected jurisdiction shall have sixty (60) calendar days from the receipt of the request or proposal to submit written comments to the County and to indicate whether the proposed qualifying project is compatible with the (i) jurisdiction's comprehensive plan, (ii) jurisdiction's infrastructure development plans, and (iii) capital improvements budget or other government spending plan. Comments received within the sixty (60) day period shall be given consideration by the County, and no negative inference shall be drawn from the absence of comment by an affected jurisdiction. The County may begin or continue its evaluation of any such proposal during the sixty (60) day period for the receipt of comments from other affected local jurisdictions. In providing the request or proposal to the affected local jurisdictions, the private entity may withhold information that the Agency has deemed to be confidential and not subject to release under the Virginia Freedom of Information Act, Virginia Code § 2.2-3700 *et seq.*

(C) Proposal Review Fee.

No fee will be charged to process, review, or evaluate any solicited proposal submitted.

A review fee will be charged to a private entity submitting an Unsolicited Proposal to the County, to cover the County's costs of processing, reviewing, and evaluating the proposal. Such cost includes but are not limited to County staff time, the cost of any materials or supplies expended, and the cost of any outside advisor or consultants, including but not limited to attorneys, consultants, financial technical advisors, used by the County in its sole discretion to assist in processing, reviewing, or evaluating the proposal.

For unsolicited proposals and competing proposals, review fees shall be imposed on the reasonably anticipated costs to the County in accordance with the following schedule: 1) Initial fee. Payment of an initial fee shall be submitted with the initial proposal or competing proposal. The initial fee shall be two and one-half percent (2.5%) of the reasonably anticipated cost of processing the proposal but shall be no less than $5,000 nor more than $50,000, regardless of the anticipated cost. The County may accept the $5,000 minimum fee with the balance due and payable prior to proceeding beyond the initial review stage. 2) Reimbursement of excess fees paid. In the event the total fees paid by the private entity exceed the County's total costs incurred in processing, reviewing, and evaluating the proposal, the County shall reimburse the difference. Otherwise, the County shall retain all fees paid. If during the initial review, the County decides not to proceed to the conceptual stage review

of an unsolicited proposal, the proposal fee, less any direct cost of the initial review shall be refunded.

(D) Freedom of Information Act.

1. Generally, proposal documents submitted by private entities are subject to the Virginia Freedom of Information Act (FOIA), Virginia Code § 2.2-3700 *et seq.* Virginia Code § 2.2-3705.6(11), exempts certain documents from public disclosure. FOIA exemptions, however, are discretionary, and the County may elect to release some or all documents except to the extent the documents are:

   (a) Trade secrets of the private entity as defined in the Uniform Trade Secrets Act Virginia Code § 59.1- 336 *et seq.*;

   (b) Financial records of the private entity that are not generally available to the public through regulatory disclosure or otherwise, including but not limited to, balance sheets and financial statements; or

   (c) Other information submitted by a private entity, where if the record or document were made public prior to the execution of an interim or comprehensive agreement the financial interest or bargaining position of the public or private entity would be adversely affected.

   Additionally, to the extent access to proposal documents submitted by private entities are compelled or protected from disclosure by a court order, the County must comply with the order.

2. Subsection 56-575.4 (G) of the PPEA and subsection 33.2-1803 (H) of the PPTA imposes an obligation on the County and any affected jurisdiction to protect confidential proprietary information submitted by a private entity or operator pursuant to Virginia Code § 2.2-3705.6 (11). When a private entity requests that the County not disclose information, the private entity must (i) invoke the exclusion when the data or materials are submitted to the County or before such submission, (ii) identify the data and materials for which protection from disclosure is sought, and state why the exclusion from disclosure is necessary. A private entity may request and receive a determination from the County as to the anticipated scope of protection prior to submitting the proposal. The County is authorized and obligated to protect only confidential proprietary information, and thus will not protect any portion of a proposal from disclosure if the entire

proposal has been designated confidential by the proposer without reasonably differentiating between the proprietary and non- proprietary information contained therein.

Before a document of a private entity may be withheld from disclosure, the private entity must make a written request to the responsible public entity at the time the documents are submitted designating with specificity the documents for which the protection is being sought and a clear statement of the reasons for invoking the protection with reference to one (1) or more of three classes of records listed in subsection (D)1 of this section.

3. Upon the receipt of a written request for protection of documents, the County shall determine whether the documents contain (i) trade secrets, (ii) financial records, or (iii) other information that would adversely affect the financial interest or bargaining position of the County or private entity in accordance with subsection (D)1 of this section. The County shall make a written determination of the nature and scope of the protection to be afforded by the County under this subdivision. If the written determination provides less protection than requested by the private entity, the private entity should be accorded an opportunity to withdraw its proposal. Nothing shall prohibit further negotiations of the documents to be accorded protection from release although what may be protected must be limited to the categories of records identified in subsection (D)1 of this section.

   Once a written determination has been made by the responsible public entity, the documents afforded protection under this subdivision shall continue to be protected from disclosure when in the possession of the County or any affected local jurisdiction.

   Cost estimates relating to a proposed procurement transaction prepared by or for a responsible public entity shall not be open to public inspection.

4. Protection from mandatory disclosure for certain documents produced by the responsible public entity.

   Memoranda, staff evaluations, or other records prepared by or for the responsible public entity, its staff, outside advisors or consultants, exclusively for the evaluation and negotiation of proposals may be withheld from disclosure if the disclosure of such records required by the PPEA or PPTA would adversely affect the financial interest or bargaining position of the responsible public entity

or private entity, and the basis for the determination of adverse effect is documented in writing by the responsible public entity.

Cost estimates relating to a proposed procurement transaction prepared by or for a responsible public entity shall not be open to public inspection.

5. If a private entity fails to designate, or fails to properly designate, confidential or proprietary information, records, or documents for protection from disclosure, such information, records, or documents shall be subject to disclosure under FOIA.

6. A responsible public entity may not withhold from public access:

   (a) procurement records other than those subject to the written determination of the responsible public entity;

   (b) information concerning the terms and conditions of any interim or comprehensive agreement, service contract, lease, partnership, or any agreement of any kind executed by the responsible public entity and the private entity;

   (c) information concerning the terms and conditions of any financing arrangement that involves the use of any public funds; or

   (d) information concerning the performance of any private entity developing or operating a qualifying project.

   However, to the extent that access to any procurement record or other document or information is compelled or protected by a court order, then the responsible public entity must comply with such order.

(E) Use of Public Funds.

Virginia constitutional and statutory requirements and County ordinances and policies as they apply to appropriation and expenditure of public funds apply to any comprehensive agreement entered into under the Acts. Accordingly, the processes and procedural requirements associated with the expenditure or obligation of public funds shall be incorporated into planning for any PPEA or PPTA project or project(s).

(F) Proposals submitted in accordance with the requirements herein shall be posted by the County within ten (10) business days after acceptance such proposals by the

Board. Posting shall be on the County's website and by publication in a newspaper of general circulation in the area in which the contract is to be performed with a summary of the proposal(s) and the location where copies of the proposal(s) are available for inspection. A copy of the proposal shall also be made available for public inspection by Procurement Services, the County's website will be the primary location of such documents.

(G) Applicability of Other Laws.

Nothing in the PPEA or PPTA shall affect the duty of the County to comply with all other applicable laws not in conflict with the PPEA or the PPTA. The applicability of the Virginia Public Procurement Act (the "VPPA") is as set forth in the PPEA and the PPTA.

§1000.03 Solicited Proposals

(A) The County may invite bids or proposals from private entities to acquire, design, construct, improve, renovate, expand, equip, maintain, or operate qualifying projects or a qualifying transportation facility. The County may use a two-part process consisting of an initial conceptual phase and a detailed phase. The County will set forth in the solicitation the format and supporting information that is required to be submitted, consistent with the provisions of the applicable Act.

(B) The solicitation will specify, but not necessarily be limited to, information and documents that must accompany each proposal and the factors that will be used in evaluating the submitted proposals. The solicitation shall be posted in such public areas as are normally used for posting of the County's notices, the County's website is the primary method of notification. The solicitation will also contain or incorporate by reference other applicable terms and conditions, including any unique capabilities or qualifications that will be required of the private entities submitting proposals. Pre-proposal conferences may be held as deemed appropriate by the County.

§1000.04 Unsolicited Proposals

(A) The PPEA and the PPTA permit the County to receive and evaluate unsolicited proposals from private entities to acquire, design, construct, improve, renovate, expand, equip, maintain, or operate a qualifying project or a qualifying transportation facility.

(B) The County may publicize its needs and may encourage or notify interested parties to submit proposals subject to the terms and conditions of the PPEA or PPTA. When

such proposals are received without issuance of a solicitation, the proposal shall be treated as an unsolicited proposal.

(C) Decision to Accept and Consider Unsolicited Proposal.

1. The County reserves the right to reject any and all proposals at any time.

2. Upon receipt of any unsolicited proposal or group of proposals and payment of the required fee by the proposer or proposers, the County will determine whether to accept the unsolicited proposal for publication and conceptual-phase consideration. If the County determines not to accept the proposal and not proceed to publication and conceptual-phase consideration, it shall return the proposal, together with all fees and accompanying documentation, to the proposer.

3. If the County chooses to accept an unsolicited proposal for conceptual-phase consideration, it shall post a notice within ten (10) business days on its website or in a public area regularly used by the County for posting of public notices for a period of not less than forty-five (45) calendar days. The County website shall be the primary means of notification. The County shall also publish the same notice in one or more newspapers or periodicals of general circulation in the County to notify any parties that may be interested in submitting competing unsolicited proposals. Interested parties shall have forty-five (45) calendar days from the date the notice is published to submit competing unsolicited proposals. The notice shall state that the County (i) has received and accepted an unsolicited proposal under the PPEA or PPTA, (ii) intends to evaluate the proposal, (iii) may negotiate an interim or comprehensive agreement with the proposer based on the proposal, and (iv) will accept for simultaneous consideration any competing proposals that comply with the procedures adopted by the County and the PPEA or PPTA. The notice will summarize the proposed qualifying project or project or qualifying transportation facility and identify their proposed locations.

(D) Initial Review at the Conceptual Stage.

1. Only proposals complying with the requirements of the PPEA or PPTA that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format will be considered by the County for further review at the conceptual stage.

2. The County will determine at this initial stage of review whether it will proceed using:

   (a) Standard "procurement procedures consistent with the VPPA; or

   (b) Procedures developed by the County that are consistent with procurement of other than professional services through "competitive negotiation" as the term is defined in Virginia Code §2.2-4301. The County may proceed using competitive negotiation procedures only if it makes a written determination that doing so is likely to be advantageous to the County and the public based upon either (i) the probable scope, complexity, or urgency of need, or (ii) the risk sharing, added value, increase in funding, or economic benefit from the project would otherwise not be available.

3. After reviewing the original proposal and any competing unsolicited proposals submitted during the notice period, the County may determine:

   (a) Not to proceed further with any proposal;

   (b) To proceed to the detailed phase of review with the original proposal;

   (c) To proceed to the detailed phase with a competing proposal; or

   (d) To proceed to the detailed phase with multiple proposals.

§1000.05 Unsolicited Proposal Preparation and Submission

(A) Format for Submissions at the Conceptual Stage.

The County shall require that unsolicited proposals at the conceptual stage contain the following information in the following format plus such other information as the County may reasonably request to complete its review or to comply with the requirements of the PPEA or PPTA:

1. Qualifications and Experience.

   (a) Identify the legal structure of the firm or consortium of firms making the proposal. Identify the organizational structure for the project, the management approach and how each partner and major subcontractor in

the structure fits into the overall team. All members of the offeror's team, including major subcontractors known to the proposer must be identified at the time a proposal is submitted for the conceptual stage.

(b) Describe the experience of the firm or consortium of firms making the proposal, the key principals and project managers involved in the proposed project including experience with projects of comparable size and complexity, including prior experience bringing similar projects to completion on budget and in compliance with design, land use, service, and other standards. Describe the length of time in business, business experience, public sector experience, and

(c) other engagements of the firm or consortium of firms. Include the identity of any firms that will provide design, construction, and completion guarantees and warranties, and a description of such guarantees and warranties.

(d) Provide the names, prior experience, addresses, telephone numbers and e-mail addresses of persons within the firm or consortium of firms who will be directly involved in the project or who may be contacted for further information.

(e) Provide a current or most recently audited financial statement of the firm or firms and each partner with an equity interest of twenty percent (20%) or greater.

(f) Identify any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to the Virginia State and Local Government Conflict of Interests Act, Virginia Code § 2.2-3100 *et seq.*

(g) Identify the proposed plan for obtaining a sufficient number of qualified workers in all trades or crafts required for the project.

(h) For each firm or major subcontractor that will perform construction and/or design activities, provide a sworn certification by an authorized representative of the firm attesting to the fact that the firm is not currently debarred or suspended by any Federal, State, or Local governmental entity.

2. Project Characteristics.

   (a) Provide a description of the project, including the conceptual design. Describe the proposed project in sufficient detail so that type and intent of the project, the location, and the communities that may be affected are clearly identified.

   (b) Identify and fully describe any work to be performed by the County or any other public entity.

   (c) Include a list of all Federal, State, and County permits and approvals required for the project and a schedule for obtaining such permits and approvals.

   (d) Identify any anticipated adverse social, economic, environmental, and transportation impacts of the project measured against the County's comprehensive plan, and applicable County ordinances, design and construction standards, and policies. Specify the strategies or actions to mitigate known impacts of the project.

   (e) Identify the projected positive social, economic, environmental, and transportation impacts of the project measured against the County's comprehensive land use plan and applicable County ordinances, design and construction standards, and policies.

   (f) Identify the proposed schedule for the work on the project, including sufficient time for the County's review, any State department or agency review, and the estimated time for completion.

   (g) Propose allocation of risk and liability, and assurances for timely completion of the project.

   (h) State all assumptions related to ownership, legal liability, law enforcement, and operation of the project, and the existence of any restrictions on the County's use of the project.

   (i) Provide information relative to any phased opening(s) of the proposed project.

(j) List any other assumption(s) relied on for the project to be successful.

(k) List any contingency(ies) that must occur for the project to be successful.

3. Project Financing.

(a) Provide a preliminary estimate and estimating methodology of the cost of the work by phase, segment, or both.

(b) Submit a plan for the development, financing, and operation of the project showing the anticipated schedule on which funds will be required. Describe the anticipated costs of and proposed sources and uses for such funds, including any anticipated debt service costs. The operational plan should include appropriate staffing levels and associated costs based upon the County's adopted operational standards.

(c) Include a list and discussion of any assumptions underlying all major elements of the plan. Assumptions should include all fees associated with financing given the recommended financing approach.

(d) Identify the proposed risk factors and methods for dealing with these factors. Describe methods and remedies associated with any financial default.

(e) Identify any County, State, or Federal resources, including, but not limited to, financial resources, that the proposer contemplates requesting for the project along with an anticipated schedule of resource requirements. Describe the total commitment, if any, expected from governmental sources and the timing of any anticipated commitment, both one-time and on-going.

(f) Identify the need, if any, for the County to provide either its general obligation or moral obligation backing. The underlying assumptions should address this need or state that the credit would be via a "Service Agreement," for example. Any debt issuance should be expected to receive an investment grade rating from a nationally recognized statistical rating agency. If the natural rating is not investment grade, the County may require the use of credit enhancements.

(g) Outline what impact, if any, a drop in interest rates would have on the ultimate annual project cost. Indicate if there is a method to refinance for cost savings or does the firm only receive benefit of this potential?

(h) Provide a breakout/breakdown of the fees to be paid to any underwriting firm(s) and the type of obligation the firm(s) is using with a financing component. Be specific as to tax-exempt, taxable, floating rate, fixed rate, etc.

4. Project Benefit and Compatibility.

(a) Identify who will benefit from the project, how they will benefit, and how the project will benefit the County and the overall community. Describe any anticipated significant benefits to the community and the County, including anticipated benefits to the economic, social, environmental, transportation, etc., condition of the County and whether the project is critical to attracting or maintaining competitive industries and businesses to the County.

(b) Identify any anticipated public support or opposition, as well as any anticipated Federal, State, and/or Local government support or opposition (including that in any affected jurisdiction), for the project.

(c) Explain the strategy and plans, including the anticipated timeline that will be carried out to involve and inform the general public, business community, and governmental agencies in areas affected by the project.

(d) Compatibility with the County's and/or affected jurisdiction's local comprehensive plan (including applicable environmental, land use, and facility standards ordinances), infrastructure development plans, transportation plans, the capital improvements plan, and capital budget or other government spending plan.

5. Any additional information as the County may request.

(B) Format for Submissions at the Detailed Stage.

If the County decides to proceed to the detailed phase of review with one or more proposals, the following information should be provided by the private entity unless

waived by the County in writing:

1. A topographical map (1:2,000 or other appropriate scale) depicting the location of the proposed project.
2. A list of public utility facilities, if any, that will be crossed by the qualifying project and a statement of the plans of the proposer to accommodate such crossings.

3. A statement and strategy setting out the plans for securing all necessary property and/or easements. The statement must include the names and addresses, if known, of the current owners of the subject property as well as a list of any property the proposer intends to request the County or affected jurisdiction to condemn.

4. A detailed listing of all firms, along with their relevant experience and abilities, that will provide specific design, construction, and completion guarantees and warranties, and a brief, thorough description of such guarantees and warranties along with a record of any prior defaults for performance.

5. A total life-cycle cost, including maintenance, specifying methodology, and assumptions of the project or projects including major building systems (e.g., electrical, mechanical, etc.), and the proposed project start date. The life-cycle cost includes the anticipated commitment of all parties; equity, debt, and other financing mechanisms; and a schedule of project revenues and project costs. The life-cycle cost analysis should include, but not be limited to, a detailed analysis of the projected return, rate of return, or both, expected useful life of facility and estimated annual operating expenses using County adopted service levels and standards.

6. A detailed discussion of assumptions about user fees or rates, lease payments, and other service payments, and the methodology and circumstances for changes, and usage of the projects over the useful life of the projects.

7. Identification of any known Federal, State, or Local government support or opposition, or general public support or opposition for the project. Government or public support should be demonstrated through resolution of official bodies, minutes of meetings, letters, or other official communications.

8. Demonstration of consistency with appropriate County and/or affected jurisdiction comprehensive plans (including applicable environmental, land use

and facility standards ordinances), infrastructure development plans, transportation plans, the capital improvement plan, and capital budget, or indication of the steps required for acceptance into such plans.

9. Explanation of how the proposed project would impact the County's or affected jurisdiction's development plans.

10. Identification of any known conflicts of interest or other factors that may impact the County's consideration of the proposal, including the identification of any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to the Virginia State and Local Government Conflict of Interests Act, Virginia Code § 2.2-3100 *et seq.*

11. Additional material and information as the County may in its sole discretion request.

§1000.06 Proposal Evaluation and Selection Criteria

In evaluating any request or proposal, the County may rely upon internal staff reports or the advice of outside advisors or consultants. Some or all of the following items, along with the specified information required under § 1000.05 (A) and (B) of these regulations, shall be considered in the evaluation and selection of PPEA and PPTA proposals. The County, however, reserves and retains the right to reject any request or proposal at any time for any reason whatsoever. The County shall solicit public comment and/or hold a public hearing as required by the applicable Act. Prior to entering into an interim or comprehensive agreement a public hearing must be held on the proposals.

(A) Qualifications and Experience**.**

Factors to be considered in either phase of the County's review to determine whether the proposer possesses the requisite qualifications and experience may include, but are not limited to:

1. Experience, training, and preparation with similar projects;
2. Demonstration of the ability to perform work;
3. Demonstrated record of successful past performance, including timeliness of project delivery, compliance with plans and specifications, quality of workmanship, cost- control, project safety, responding and addressing client

concerns in a timely manner, and ability to work successfully and professionally with other project partners;

4. Demonstrated conformance with applicable Federal, State, and Local laws, codes, ordinances, standards, regulations, requirements, policies, and contracts/agreements on past projects;
5. Leadership structure;
6. Project manager's experience and the experience of other key project personnel;
7. Management approach;
8. Financial condition; and
9. Project ownership.

(B) Project Characteristics**.**

Factors to be considered in determining the project characteristics may include, along with the specified information required under § 1000.05 (A) and (B) of these regulations, but are not necessarily limited to, the following:

1. Project definition;
2. Proposed project schedule;
3. Operation of the project;
4. Technology; technical feasibility;
5. Conformity to Federal, State, County or affected jurisdiction laws, codes, ordinances, regulations, requirements, policies, and standards;
6. Environmental impacts;
7. Condemnation impacts;
8. State and local permits; and
9. Maintenance of the project.

(C) Project Financing.

Factors to be considered in determining whether the proposed project financing allows adequate access to the necessary capital to finance the project may include:

1. Cost and cost benefit to the County;
2. Financing and the impact on the debt or debt burden of the County;
3. Financial plan including overall feasibility and reliability of plan;

4. Estimated cost; including debt source, operating costs, etc.;
5. Life-cycle cost analysis;
6. The identity, credit history, and past performance of any third party that will provide financing for the project and the nature and timing of their commitment, as applicable; and
7. Such other items as the County deems appropriate.

(D) Project Benefit and Compatibility**.**

Factors to be considered in determining the proposed project's compatibility with the County's, affected jurisdictions or regional comprehensive or development plans may include,

1. Community benefits;
2. Community support or opposition, or both;
3. Public involvement and information strategy;
4. Compatibility with existing and planned facilities;
5. Compatibility with County, regional, and state economic development efforts; and
6. Compatibility with County's and affected jurisdiction's comprehensive plan.

(E) Other Factors.

Other factors that may be considered in the evaluation and selection of proposals include, but may not be limited to:

1. The proposed cost of the qualifying project;
2. The proposed design of the qualifying project;
3. Local citizen and government comments;
4. Public benefit(s); including whether the project will lead to productivity or efficiency improvements in the County's processes or delivery of services to the public; and
5. Other criteria that the County deems appropriate.

§1000.07 Interim and Comprehensive Agreements

(A) The County shall not be obligated in any manner for any part or phase of a project prior to entering into a properly executed interim or comprehensive agreement. All

interim and comprehensive agreements are subject to Board of County Supervisors' approval. Any changes to the terms of an executed agreement shall be in the form of a written amendment.

(B) Interim Agreement Terms.

Interim agreements may be used when it is necessary or advisable to segment a project into phases to produce distinct and clear deliverables to keep the project moving forward to the development of a comprehensive agreement. An interim agreement may not be used to have the County assume risks that should be assumed by the proposer or to pay costs attributable to the private entity's efforts in making the proposal.

Development of an interim agreement is in the sole discretion of the County and in no way limits the rights reserved by the County to terminate the evaluation of any or all proposals at any time.

The terms of the interim agreement may:

1. Permit the private entity to commence activities for which it may be compensated relating to the proposed qualifying project or qualifying transportation facility, including, but not limited to, project planning and development, design and engineering, environmental analysis and mitigation, surveying, and ascertaining the availability of financing for the proposed facility or facilities;

2. Establish the process and timing of the negotiation of the comprehensive agreement; and

3. Contain any other provision relating to any aspect of the development or operation of a qualifying project that the parties deem appropriate.

(C) Prior to acquiring, designing, constructing, improving, renovating, expanding, equipping, maintaining, or operating the qualifying project, the selected proposer shall enter into a written contract with the County. Each contract shall define the rights and obligations of the County and the selected proposer with regard to the project.

(D) The terms of the contract shall be tailored to address the specifics of the project and shall include but not be limited to:

1. The delivery of maintenance, performance, and payment bonds or letters of credit in connection with any acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the qualifying project;

2. The review and approval of plans and specifications for the qualifying project by the County and any Federal or State department or agency;

3. The rights of the County to inspect the qualifying project to ensure compliance with the contract and any development plans and specifications and the rights of the County to any third-party inspection, including any reports;

4. The maintenance of a policy or policies of liability insurance or self-insurance reasonably sufficient to insure coverage of the project and the tort liability to the public and employees and to enable the continued operation of the qualifying project;

5. The monitoring of the practices of the operator by the County to ensure proper maintenance, safety, use, and management of the qualifying project;

6. The terms under which the operator will reimburse the County for services provided;

7. The policy and procedures that will govern the rights and responsibilities of the County and the operator in the event that the contract is terminated or there is a material default by the operator including the conditions governing assumption of the duties and responsibilities of the operator by the County and the transfer or purchase of property or other interests of the operator by the County;

8. The terms under which the operator will file appropriate financial statements on a periodic basis;

9. The mechanism by which user fees, lease payments, or service payments, if any, may be established from time to time upon agreement of the parties. Any payments or fees shall be the same for persons using the facility under like conditions and that will not materially discourage use of the qualifying project or qualifying transportation facility;

(a) A copy of any service contract shall be filed with the County.

(b) A schedule of the current user fees or lease payments shall be made available by the operator to any member of the public upon request.

(c) Classifications according to reasonable categories for assessment of user fees may be made.

10. The terms and conditions under which the County will contribute financial resources, if any, for the qualifying project;

11. Other requirements of the PPEA or PPTA or provisions that the County determines serve the public purpose of the PPEA or PPTA;

12. A periodic reporting procedure that incorporates a description of the impact of the project on the County; and

13. Such other terms and conditions as the County may deem appropriate or the Board of County Supervisors determines are necessary to secure and promote the health, safety, and general welfare of the County and its citizens.

Parties submitting proposals understand that representations, information, and data supplied in support of or in connection with proposals play a critical role in the competitive evaluation process and in the ultimate selection of a proposal by the County. Accordingly, as part of the Contract, the proposer shall certify that all material representations, information, and data provided in support of, or in connection with, a proposal is true and correct. Such certifications shall be made by authorized individuals who have knowledge of the information provided in the proposal. In the event that material changes occur with respect to any representations, information, or data provided for a proposal, the proposer shall immediately notify the County. Any violation of this section of the Contract shall give the County the right to terminate the contract, withhold payment or other consideration due, and seek any other remedy available under the law.

(E) The contract and any amendments thereto shall be approved by and entered into in writing by the Board of County Supervisors.

(F) Notice and Posting Requirements.

In addition to the posting/notice requirements in this article, the County shall hold a public hearing on the proposals during the proposal review process, but not later than thirty (30) calendar days prior to entering into an interim or comprehensive agreement.

A finding of Public Interest must be prepared in accordance with Virginia Code § 33.2-1803.1.

1. Once the negotiation phase for the development of an interim or comprehensive agreement is complete and a decision to award has been made by the County, the County shall publicly post the proposed agreement.

2. Once the interim or comprehensive agreement has been executed, the County shall make the procurement records for the transaction available for public inspection in accordance with the Virginia Public Procurement Act.

    a. The procurement records shall include documents initially protected from disclosure on the basis that the release of such documents would adversely affect the financial interest or bargaining position of the County.

    b. Trade secrets or financial records, including balance sheets or financial statements of the private entity that are not generally available to the public through regulatory disclosure or otherwise shall not be released.

(G) Governing Provisions.

In the event of a conflict between these guidelines and procedures and the PPEA or PPTA, the terms of the PPEA or PPTA, as applicable, shall control.

PRINCE WILLIAM COUNTY

Office of the County Executive
Christopher J. Shorter

STAFF REPORT

Board of County Supervisors
Deshundra L. Jefferson, Chair
Victor S. Angry, Vice Chair
Andrea O. Bailey
Kenny A. Boddye
Tom Gordy
Jeannie M. LaCroix
George T. Stewart
Yesli Vega

Board Meeting Date:	September 22, 2026
Agenda Title:	Amend the Prince William County Procurement Regulations to be Consistent with Section 2.2-4300 of the Code of Virginia, Virginia Public Procurement Act, as Amended
Requested Action:	Approve the resolution and amend the Prince William County Procurement Regulations.
Department / Agency Lead:	Office of Procurement Services
Staff Lead:	Shana N. Terry, Chief Procurement Officer

EXECUTIVE SUMMARY

The Procurement Regulations are promulgated by the Prince William Board of County Supervisors (Board) resolution pursuant to Section 2.2 4300 et seq. of the Code of Virginia, Virginia Public Procurement Act (VPPA), as amended, and were last amended and recodified by the Board in July 2025. The Virginia General Assembly has amended Section 2.2 4303 each time the legislature has been in session. The Office of Procurement Services and the County Attorney's Office undertook the effort to review and update the County's Procurement Regulations to make the regulations consistent with recent changes to the Code of Virginia, as amended, and to update terminology and definitions to be consistent with current nomenclature and provide greater clarification.

It is the recommendation of staff that the Board amend the Prince William County Procurement Regulations to be consistent with Section 2.2 4300 et seq. of the Code of Virginia, VPPA, as amended.

BACKGROUND

The Procurement Regulations are promulgated by resolution pursuant to Section 2.2-4300 et seq. of the Code of Virginia, VPPA, as amended, and were last amended and recodified by the Board in July 2025. The Virginia General Assembly has amended Section 2.2- 4303 each time the legislature has been in session. The Office of Procurement Services and the County Attorney's Office undertook the effort to review and update the County's Procurement Regulations to make the regulations consistent with recent changes to the Code of Virginia, as amended, and to update terminology and definitions to be consistent with current nomenclature and provide greater clarification.

Recommended revisions to the regulations continue to incorporate annual legislative changes to the VPPA made by the General Assembly and aim to incorporate transparency and the shift to electronic processes. The amendment to the Procurement Regulations brings the County current with state statute and allows greater efficiency in procuring goods and services.
Two types of changes are recommended:

- Minor Changes: Minor changes include updates to terminology and definitions to conform to current nomenclature as well as clarifying language. Slide 6 in the attached presentation highlights key minor changes to the Procurement Regulations.

- Major Changes: Slides 3-5 in the attached presentation summarize key major changes to the Procurement Regulations.

  A summary of key major changes is as follows:

  (1) Section 100.11 Contract Form – Adds language clarifying that vendor terms and conditions incorporated by reference through hyperlinks, websites, click-through agreements, online portals, or similar mechanisms are not binding on the County unless expressly accepted in writing by an individual authorized to bind the County. This change protects the County from additional or conflicting terms that have not been reviewed and affirmatively accepted by an authorized County representative.

  (2) Section 300.10 Additional Exemptions from Competition – Adds an exemption allowing Direct Pay to be used for the distribution of County-administered grant funds to eligible recipients or to vendors on behalf of eligible recipients when the County is not procuring goods, services, insurance, or construction for its own use or benefit. The amendment clarifies that Direct Pay is limited to transactions expressly authorized by the Procurement Regulations and may not be used as an alternative to otherwise applicable procurement requirements.

STAFF RECOMMENDATION

It is the recommendation of staff that the Board amend the Prince William County Procurement Regulations to be consistent with Section 2.2 4300 et seq. of the Code of Virginia, VPPA, as amended.

Service Level / Policy Impact

The proposed amendments to the County's Procurement Regulations bring the County in line with Section 2.2 4300 et seq. of the Code of Virginia, VPPA, as amended.

Fiscal Impact

The recommended action presents no known immediate or long-term fiscal implications.

Legal Impact

The Board has the authority to promulgate procurement regulations and amend the same. Amending the Procurement Regulations will conform to Section 2.2 4300 et seq. of the Code of Virginia, VPPA, as amended. The County Attorney's Office reviewed and approved the proposed amendments.

STAFF CONTACT INFORMATION

Shana N. Terry | (703) 792-6770
sterry@pwcgov.org

ATTACHMENT

Amended Prince William County Procurement Regulations, 2026 with Markup

PRINCE WILLIAM COUNTY PROCUREMENT REGULATIONS

Revised ~~July 30, 2025~~September 23, 2026

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§100.00 GENERAL REGULATIONS

§100.01 Procurement Regulations

(A) These regulations are promulgated by resolution of the Board of County Supervisors ofPrince William County (Board), pursuant to Virginia Code § 2.2-4302, Virginia Public Procurement Act, as amended, to effectuate the purposes of those statutes with regard to procurement of goods, services, insurance, and construction for the County and the disposition of surplus property. These regulations shall have the force and effect of law,and may be amended, altered, or repealed by the Board, as it shall deem appropriate.

(B) The original regulations became effective at 12:01 A.M., on January 1, 1981, and have been/will be amended when necessary or appropriate and in accordance with applicable law.

(C) Subject to § 100.02 hereof, application of these regulations to County Procurement, these regulations shall apply to any procurement for goods, services, insurance, or construction entered into after their effective date, unless the parties agree to their application to a procurement or contract solicited or entered into prior to their effective date.

§100.02 Application of these Regulations to County Procurement

(A) These regulations shall apply to every expenditure of funds appropriated by the Board of County Supervisors, by or on behalf of the Board or any Using Department pursuant to § 9.2 of the Prince William County Code, for the procurement of any goods, services, insurance, or construction, except as otherwise provided by law or these regulations.

(B) The regulations shall apply to all dispositions of County surplus property, other than real property.

(C) Nothing contained in these regulations shall prevent the Board or Using Department from complying with the terms and conditions of any grant, gift, or bequest.

(D) Where a procurement of any goods, services, insurance, or construction involves the expenditure of Federal assistance or contract funds, the Chief Procurement Officer shall comply with all Federal laws and regulations which may not be reflected in these regulations.

(E) Notwithstanding any other provision of these regulations, nothing contained in these regulations shall be deemed to govern procurements, sales or other dispositions undertaken by the Prince William County School Board or its agents, or the regional health district.

§100.03 Special Provisions for Sanitary Districts, Authorities, and Constitutional Officers

When so provided by separate resolution, agreement, or other appropriate legal action by the Board of County Supervisors, these regulations shall apply to procurements and dispositions for any sanitary district, authority, or constitutional officer. In the absence of such separate resolution, agreement, or action, sanitary districts, authorities, and constitutional officers shall provide in all respects for their own procurement under such regulations as they may lawfully adopt.

§100.04 Definitions

(A) For purposes of these regulations, the following terms have the meanings ascribed to themherein, except where the context clearly requires another meaning.

1. **Acceptance Agreement**: A written notice that summarizes the agreement betweenthe County and the Contractor on the terms of the Contract.

2. **Addendum/Amendment:** A written notice or graphic depiction issued prior to theresponse due date and time, to modify or clarify the solicitation.

3. **Aggregate Total Value:** the total sum or cumulative cost of all related goods and/or services.

~~3.~~4. **Alternate Bid:** A bid submitted in addition to or in lieu of submitting a responsive bid. The alternate bid shall clearly reflect intentional substantive variations to the solicitation.

~~4.~~5. **Analysis, Value:** To examine the function of products and systems to determine thetotal cost and total savings. A value analysis is performed to compare value among products and systems being considered for procurement.

~~5.~~6. **Approving Authority**: The individual or entity with the authority to approve the selection of a Contractor.

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~~6.~~7. **Best Value:** The overall combination of quality, price, and various elements of required goods or services that in total are optimal relative to the County's need, aspredetermined in the solicitation.

~~7.~~8. **Bid:** The response to an Invitation for Bid (IFB) submitted by a bidder.

~~8.~~9. **Bidder:** A person or business who submits a response to an Invitation for Bid (IFB).

~~9.~~10. **Bond, Bid:** A form of security/financial protection issued by a third party (e.g., suretybond company) to guarantee that the principal (lowest responsive and responsible bidder) has the willingness and capability to enter into a contract. The bid bond guarantees compensation to the obligee (i.e., the County) in the event of default bythe principal.

~~10.~~11. **Bond, Payment:** A form of security/financial protection issued by a third party (e.g.,surety bond company) to guarantee that the principal (prime contractor) will promptlypay its financial obligations to its subcontractors, material suppliers, and other hires.

The payment bond guarantees protection to the obligee (i.e., the County) from claimsfrom the principal's subcontractors, material suppliers, and other hires, in the event of default by the principal.

~~11.~~12. **Bond, Performance:** A form of security/financial protection issued by a third party(e.g., surety bond company) to guarantee that the principal (prime contractor) will perform the work/complete the project as described in the contract. The performancebond guarantees compensation to the obligee (i.e., the County) in the event of defaultby the principal.

~~12.~~13. **Brand Name or Equal Specification:** A descriptive form of specification where thegood is described by a unique identifier specific to a particular seller or manufacturerthat distinguishes the good from its competition.

~~13.~~14. **Change Order:** A type of modification, typically used for construction contracts, whichdirects a party, in writing, to make a change from an original contract.

~~14.~~15. **Chief Procurement Officer:** The Chief Procurement Officer for the County shall be under the supervision and control of the Deputy County Executive for Government Operations, Performance and Innovation for the faithful execution and performance of procurement functions in accordance with these regulations.

~~15.~~16. **Competitive Negotiation:** A formal procurement method which allows for contractaward based on pre-established criteria described in a Request for Proposal (RFP), where the offeror's proposals and oral presentations, when requested, are evaluated, and scored, and negotiations take place with the top ranked offeror(s) to arrive at a fair and reasonable contract award.

~~16.~~17. **Competitive Sealed Bidding:** A formal procurement method which allows for contract award based on the specifications or scope of work described in an Invitation for Bid (IFB), where the bids are evaluated to determine if the bids are responsive and the bidders are responsible, and to determine if prices are fair and reasonable. The contract award(s) is made to the lowest responsive and responsible bidder.

~~17.~~18. **Confidential or Proprietary Information:** Any public record(s) that is rightfully and properly marked as confidential or proprietary. Such information shall not be disclosed to the public, unless required by law, including, but not limited to Virginia Code § 2.2- 4342 and the Virginia Freedom of Information Act, Virginia Code § 2.2- 3700 *et seq*.

~~18.~~19. **Constitutional Officer:** Specific government officials whose offices are created by Virginia Constitution - the Sheriff, Clerk of Circuit Court, and Commonwealth Attorney.

~~19.~~20. **Construction:** Building, altering, repairing, improving, or demolishing any structure, building, or highway, and any draining, dredging, excavation, grading, or similar work upon real property.

~~20.~~21. **Construction Contract:** a contract relating to the construction, alteration, repair, or maintenance of a building, structure, or appurtenance to such building or structure, including moving, demolition, and excavation connected with such building or structure, or any provision contained in any

contract relating to the construction of projects other than buildings.

~~21.~~22. **Construction Management Contract:** A contract in which a party is retained by the owner to coordinate and administer contracts for construction services for the benefit of the owner, and may also include, if provided in the contract, the furnishing of construction services to the owner.

~~22.~~23. **Consulting Services:** Services of an advisory nature required to support policy development, decision-making, administration, or management of a business or public entity; generally provided by individuals or organizations who possess specific knowledge, technical skills, or unique abilities not usually available in-house or from within the entity.

~~23.~~24. **Contract:** A legally binding set of promises, or agreement between two (2) or more parties creating obligations that are enforceable or otherwise recognizable by law.

~~24.~~25. **Contract Administration:** Enforcing the contract terms and conditions to ensure the stated goals of the contract are met.

~~25.~~26. **Contract Administrator:** A representative of the Using Department responsible for contract administration activities including payment, monitoring of progress, inspection and acceptance, quality assurance, monitoring and surveillance, modifications, negotiations, contract closeout, and other activities.

~~26.~~27. **Contractor:** An individual, business, or entity awarded a contract by the County to provide goods, services, or construction.

~~27.~~28. **Cost, Direct:** Direct labor and direct materials specifically attributed to the creation of a final product.

~~28.~~29. **Cost, Indirect:** Indirect labor and indirect material that cannot be directly traced to the creation of a final product, but such labor and material is considered overhead/necessary operating expenses.

~~29.~~30. **County:** Prince William County, Virginia, a political subdivision of the Commonwealth of Virginia, governed by the Board of County Supervisors of

Prince William County, Virginia, and consisting of all of the County's authorized Using Departments, divisions, branches, sections, agencies, offices, boards, districts, and entities.

~~30.~~31. **Debarment:** A sanction excluding a person or business from participation in contracting opportunities or conducting business with a public body for a period of three (3) years or less in order to protect the interest of the public body. Debarment actions are discretionary actions but are normally imposed for serious offenses.

~~31.~~32. **Designee**: An individual with written authority to act on behalf of a County official.

~~32.~~33. **Design-Build Contract:** A contract between a public body and another party in which the party contracting with the public body agrees to both design and build the structure, roadway, or other item specified in the contract.

34. **Direct Pay:** A method of payment authorized for specific transactions identified in these Regulations that do not require the issuance of a purchase order or other procurement instrument. Direct Pay shall be used only for the transactions expressly authorized by these Regulations and shall not be used as an alternative method to procure or pay for goods, services, insurance, or construction that are otherwise subject to the procurement requirements of these Regulations.

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~~33.~~35. **Employee:** For purposes of these regulations, any individual who is legally employed by the County, Constitutional Officer, or any Volunteer Fire/Rescue Company member.

~~34.~~36. **Employment Services Organization:** An organization that provides employment services to individuals with disabilities that is a Commission on the Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Virginia Department for Aging and Rehabilitative Services.

~~35.~~37. **Exempt Purchase:** Purchases designated by the Board of County Supervisors to be exempt from competition.

~~36.~~38. **Faith-Based Organization:** A religious organization that is, or applies to be, a contractor to provide goods or services for programs funded by the block

grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104- 193, as amended.

~~37.~~39. **Gift**: Any payment, loan, subscription, advance, deposit of money, services, or anything, present or promised, unless consideration of substantially equal or greater value is exchanged

~~38.~~40. **Goods:** All material, equipment, supplies, printing, hardware, software, and vehicles.

~~39.~~41. **Immediate Family of Employee:** A spouse, child, parent, brother, sister, and any other person living in the same household as the County employee.

~~40.~~42. **In Writing or Written:** Any worded or numbered expression, which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

~~41.~~43. **Informality:** A minor defect or variation of a bid or proposal from the exact requirements of the Invitation for Bid or the Request for Proposal, which does not affect the price, quality, quantity, or delivery schedule for the goods, services, insurance, or construction being procured.

~~42.~~44. **Invitation for Bid (IFB):** A formal solicitation that is released to the public requesting bids for goods or services to provide the requirements as stated in the solicitation.

~~43.~~45. **Kickback:** Any payment, loan, subscription, advance, deposit of money, gift, service, or anything of value, unless consideration of substantially equal or greater value is exchanged.

~~44.~~46. **Labor, Direct:** The wages of people that directly contribute the creation of a specific product.

~~45.~~47. **Labor, Indirect:** The wages of people that do not directly contribute to the creation of a specific product, but such labor is considered overhead/necessary operating expenses.

~~46.~~48. **Life Cycle Costing:** A procurement evaluation which determines the total cost of ownership (cradle to grave). Elements reviewed consist of acquisition cost, installation cost, operating cost, maintenance and repair cost, disposal and salvage cost, and any possible trade-in or buy-back value.

~~47.~~49. **Market Research:** Collecting and analyzing information about capabilities within the marketplace.

~~48.~~50. **Modification:** Written alteration of a contract. Bilateral modifications require the mutual agreement of the parties to the contract. Unilateral modifications are generally for a minor or administrative purpose and are issued by the County.

~~49.~~51. **Multiphase Professional Services Contract:** A contract for providing professional services where the total scope of work of the second or subsequent phase(s) of the contract cannot be specified without the results of the first or prior phase of the contract.

~~50.~~52. **Negotiation:** Formal discussions where the goal is for the parties to reach a fair and reasonable agreement.

~~51.~~53. **Nonprofessional Services:** Any services not specifically identified as professional services in the definition of professional services under Virginia Code § 2.2-4301.

~~52.~~54. **Notice of Contract Award:** A written notice issued to bidders, offerors, or to the public, announcing the award of a contract.

~~53.~~55. **Notice of Contract Termination:** A written notice issued by the Chief Procurement Officer to the contractor, announcing the termination of the contract.

~~54.~~56. **Offeror:** A person or business who submits a response to a Request for Proposal (RFP).

~~55.~~57. **Potential Bidder or Offeror:** A person or business who is engaged in the sale or lease of goods, or the sale of services, insurance, or construction, of

the type to be procured, and who at such time is eligible and qualified in all respects to provide such goods or perform such services, and who would have been eligible and qualified to submit a bid or proposal had the contract been procured through competitive sealed bidding or competitive negotiation.

~~56.~~58. **Prevailing Wage Rate:** means the rate, amount, or level of wages, salaries, benefits, and other remuneration prevailing for the corresponding classes of workers in the locality in which the public works project is located, as determined by the Commissioner of Labor and Industry pursuant to Virginia Code §2.2-4321.3~~of mechanics, laborers, or workers employed for the same work in the same trade or occupation in the locality in which the public facility or immovable property that is the subject of public works is located, as determined by the Commissioner of Labor and Industry on the basis of applicable prevailing wage rate determinations made by the U.S. Secretary of Labor under the provisions of the Davis-Bacon Act, 40 U.S.C. § 276 et seq., as amended.~~

~~57.~~59. **Procurement:** Buying, purchasing, renting, leasing, or otherwise acquiring goods, services, insurance, or construction. Procurement includes all functions that pertain to the acquisition, including preparing a description of requirements, preparing and issuing a solicitation, selection and solicitation of sources, receiving and evaluating bids and proposals, preparation and award of contracts, all phases of contract administration, and salvage and disposal operations.

~~58.~~60. **Procurement Card:** A credit card issued to authorized users of the County to make purchases within established dollar thresholds.

~~59.~~61. **Procurement File:** A secure file, either in hard copy or electronic form, which contains all related documents of a specific procurement and maintained with controlled access within Procurement Services or the Using Department.

~~60.~~62. **Procurement Services:** The department responsible for the procurement operations of the County.

~~61.~~63. **Professional Services:** Work performed by a contractor within the scope of the professions listed in the Virginia Public Procurement Act.

~~62.~~64. **Proposal:** A response to a Request for Proposal submitted by an

offeror.

~~63.~~65. **Public Body:** Any legislative, executive, or judicial body, agency, office, department, authority, post, commission, committee, institution, board, or political subdivision created by law to exercise some sovereign power or to perform some governmental duty and empowered by law to undertake the activities described in these regulations.

~~64.~~66. **Purchase Order:** A procurement document issued to purchase goods, services, insurance, or construction.

~~65.~~67. **Public Works:** The operation, erection, construction, alteration, improvement, maintenance, or repair of any public facility or immovable property owned, used, or leased by the state agency or locality.

~~66.~~68. **Real Property (Real Estate):** Land, including land improvements, structures, and appurtenances thereto (i.e., immovable property).

~~67.~~69. **Recycled Paper:** Paper containing one hundred percent (100%) post-consumer recovered fiber. If the post-consumer content is less than one hundred percent (100%), then the paper is identified as "recycled-content" paper, according to the Federal Trade Commission (FTC).

~~68.~~70. **Request for Information (RFI):** A planning tool used to request and gather information primarily to assist in the development of a solicitation document.

~~69.~~71. **Request for Qualifications**: All documents, whether attached or incorporated by reference, utilized for soliciting interested offerors for consideration for shortlist. The Request for Qualification is the first phase of a two-phase selection process for the purpose of inviting interested offerors to submit qualifications for a project.

~~70.~~72. **Request for Quotation (RFQ):** An informal solicitation released to the public requesting quotations to provide the requirements as stated in the solicitation.

~~71.~~73. **Request for Proposal (RFP):** A formal solicitation released to the public

requesting proposals to provide the requirements as stated in the solicitation.

~~72.~~74. **Requisition:** A request document in a form prescribed by the Chief Procurement Officer, which shall constitute demand by the Using Department for the procurement of goods, services, insurance, or construction. It shall be initiated by the Using Department and processed by Procurement Services in accordance with such procedures promulgated. Procurement Services shall not honor any requisition unless drawn on funds which have been both budgeted and appropriated by the Board of County Supervisors.

~~73.~~75. **Responsible Bidder or Offeror:** A person or business who has the capability in all respects to fully perform the requirements specified in an Invitation for Bid or Request for Proposal and who has the moral and business integrity and reliability that will assure good faith performance of an awarded contract, and who has been prequalified, if prequalification was required.

~~74.~~76. **Responsive Bidder or Offeror:** A person or business who has submitted a bid or proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including all form and substance.

~~75.~~77. **Scope of Work (SOW):** A detailed description of work to be performed or services to be provided. Work requirements describing the type, level, and quality of work expected to be provided.

~~76.~~78. **Selection Committee:** A group of qualified persons convened to evaluate proposals by offerors in response to a Request for Proposal (RFP).

~~77.~~79. **Services:** Any work performed by an independent contractor where the service rendered does not consist primarily of the acquisition of goods. Services are intangible commodities, labor/time, performance of duties, tasks, skills, actions, acts, activities, assistance, and maintenance.

~~78.~~80. **Signature or Signed:** The discrete, verifiable name, symbol, or mark of an individual which, when affixed to a document with the knowledge and consent of the individual, indicates intention to authenticate the document, including in electronic form.

~~79.~~81. **Sole Source:** A non-competitive method of procurement used when

only one supplier possesses the unique ability or capability to meet the particular requirements of the entity or when only one supplier is practicably available.

~~80.~~82. **Solicitation:** A document that is used to announce an invitation to submit proposals or bids for goods, services, insurance, or construction.

~~81.~~83. **Specification:** A precise statement of requirements that describes characteristics, capabilities, identifies a product, or describes a process.

~~82.~~84. **Statement of Qualifications**: The documents submitted by an offeror in response to a Request for Qualifications.

~~83.~~85. **Subcontractor:** An individual or entity that provides goods or services to the prime contractor.

~~84.~~86. **Supplies (Consumables):** Tangible expendable items, indirect materials, disposable products which make the production of a product possible, efficient, or safer; products consumed, destroyed, dissipated, wasted, or spent in-industry, production, assembly, manufacturing, maintenance, repairs, installations, replacements, upgrades, reconditioning, and the like as "goods" are defined in Virginia Code § 8.2-105.

~~85.~~87. **Surplus Property:** Assigned property, materials, supplies, and equipment, that is obsolete, worn out, or no longer useful to the needs of the Using Department.

~~86.~~88. **SWaM:** Small, Women-owned, and Minority-owned businesses. The Virginia Department of Small Business and Supplier Diversity (SBSD) certifies businesses through the SWaM Procurement Initiative to increase business opportunities for SWaM businesses and ensure a level playing field for all small businesses in the Commonwealth. Certified businesses are listed in the SWaM Vendor Directory.

~~87.~~89. **Technical Advisor**: Non-voting member of a Selection Committee who provides expertise in areas that require specialized knowledge.

~~88.~~90. **Term Contract**: A contract for a specified time period, normally at least twelve (12) months, for recurring purchases of a similar type.

~~89.~~91. **Tie Bid:** Two (2) or more responsive bids submitted by responsible bidders and such bids are identical in price, terms, and conditions.

~~90.~~92. **Used Goods:** Goods which have been previously owned and used by another person(s) or business(es); goods that cannot be sold by law as new goods.

~~91.~~93. **Using Department:** All County-authorized departments, divisions, branches, sections, agencies, offices, commissions, boards, districts, corporations, entities, or Volunteer Fire/Rescue Companies that requisition goods, services, insurance, or construction with funds budgeted and appropriated by the Board of County Supervisors.

~~92.~~94. **Vendor (Supplier):** A person or business that provides goods, services, insurance, or construction in the open market.

§100.05 Powers and Duties of the Chief Procurement Officer

(A) The Chief Procurement Officer shall be the Chief Procurement Officer for Prince William County, as provided in the County Executive form of Government. The Chief Procurement Officer shall make all procurements and dispositions for the County in such a manner and with such exceptions as may be provided herein. The Chief Procurement Officer shall have authority to transfer or trade goods between Using Departments. The Chief Procurement Officer is hereby authorized to develop and implement suitable specifications or standards for any or all goods, services, insurance, and construction to be purchased by the County. The Chief Procurement Officer shall, except where otherwise provided, inspect, or provide for the inspection of all goods and services to ensure their compliance with the specifications or scope of work so established.

(B) Except as may be otherwise provided herein, the Chief Procurement Officer shall not process any procurement for any Using Department until a completed Requisition has been received for which there are sufficient funds budgeted and appropriated and must be encumbered to pay for the proposed procurement.

(C) The Chief Procurement Officer shall interpret the meaning and application of these regulationsand a decision on questions pertaining hereto shall be final. The Chief Procurement Officer mayseek the assistance of the County Attorney in rendering any

decision or interpretation requested.

(D) The Chief Procurement Officer shall maintain complete records pertaining to the procurement and disposition functions assigned by these regulations.

§100.06 Delegation of Authority of Chief Procurement Officer

(A) The County Executive is hereby authorized to delegate all authority and duties set forth in these regulations not reserved specifically for the Chief Procurement Officer, to such other officers and employees of Prince William County, as deemed appropriate.

(B) The Chief Procurement Officer shall perform duties consistent with these regulations and shall have responsibility for the Procurement Services function for the County.

(C) The Chief Procurement Officer may re-delegate certain procurement functions to County employees subject to approval of the County Executive and/or Deputy County Executive for Government Operations, Performance, and Innovation.

§100.07 County Executive Authorized to Promulgate Additional Regulations

(A) The County Executive is hereby authorized to promulgate, after consultation with the Chief Procurement Officer, additional regulations for the internal administration of Procurement Services and such other matters as may be provided herein, including the method and manner of administratively processing procurements. Such regulations shall be consistent with these regulations, with applicable laws, and shall have the force and effect of law.

(B) Regulations, which may be promulgated by the County Executive in accordance with subsection (A) of this section, shall be in effect from the date on which they are promulgated and may be amended, altered, or repealed as the County Executive deem appropriate; provided, however, that copies of all such actions by the County Executive regarding these regulations shall be immediately forwarded to the Board of County Supervisors, which may overrule the County Executive. The Board additionally reserves to itself the authority to amend, alter or repeal any provision of the regulations so promulgated.

§100.08 Unauthorized Procurements and Dispositions

(A) No person shall have the authority to bind the County or its Using Departments to any procurement, except as provided in these regulations.

(B) Any procurement or disposition made by any person in the name of the County or any Using Department, which is not in compliance with these regulations, shall be deemed unauthorized.

(C) Any person who makes an unauthorized procurement or disposition of surplus property may be personally liable to the vendor or the purchaser of the surplus property. Such procurements or dispositions of surplus property shall be voidable at the discretion of theBoard of County Supervisors.

(D) The Chief Procurement Officer and the employees of Procurement Services shall not be liable and shall be held harmless for any unauthorized procurement or disposition of surplus property, which was not initiated or approved by them.

(E) A determination whether any procurement or disposition was unauthorized shall be made in the first instance by the Chief Procurement Officer, who shall report any findings to the Deputy County Executive for Government Operations, Performance, and Innovation and the Chief Financial Officer/Director of Finance. The Chief Procurement Officer shall consult with the County Attorney. If the Chief Procurement Officer determines that the procurement or disposition was unauthorized, the Chief Procurement Officer/Director of Finance may invoice the person responsible for the amount of any damages sustained by the County. The person responsible shall have a right of appeal to the County Executive, and thereafter to the Board of County Supervisors, provided that an appeal at each level is filed in writing within fourteen (14) calendar days of the submission of the invoice.

(F) Should an appeal be denied, or not submitted in a timely fashion, and the invoice not paid, the County Attorney may undertake legal proceedings to recover the money owed.

(G) Any unauthorized procurement or disposition may be grounds for termination from County service of the responsible employee or employees, or for the imposition of other adverse action, which may be provided for in the County Personnel Policies.

§100.09 Legal Review of Documents

(A) All solicitations valued at $200,000 or more, solicitations for professional services valued at $80,000 or more, and all contracts using non-County forms over $100,000

shall be reviewed by the County Attorney prior to release. The resulting contract shall not require review by the County Attorney unless there are changes from the terms of the solicitation.

(B) The County Attorney shall review and approve the standard purchase order form and content, and procurement terms and conditions.

§100.10 Contract Administration

(A) The Using Department shall inspect and accept or reject all deliveries of goods and services performed under County procurements. Discrepancies in deliveries or in the performance of services shall initially be brought to the attention of the contractor by the Using Department. Failure to satisfactorily resolve the identified deficiency shall be brought to the attention of the Chief Procurement Officer in writing. The Chief Procurement Officer shall institute a formal complaint with the contractor. If satisfaction is still not forthcoming, the Chief Procurement Officer shall contact the County Attorney's Office for further proceedings.

(B) A minimum of one Contract Administrator per Using Department shall be assigned to each contract in use by Prince William County.

(C) Notwithstanding any other provision of these regulations, the Board of County Supervisors may provide for separate contract administration in construction contracts.

§100.11 Contract Form

(A) Unless the Chief Procurement Officer establishes classifications of contracts to which this section shall not apply, all contracts to which the County is a party shall be in writing.

(B) All contracts shall be in a form prepared by the County and approved as to form by the County Attorney or shall be individually prepared for a specific procurement.

(C) These regulations shall be deemed incorporated, as applicable, into any contract the County shall be a party, whether specifically referenced therein or not.

(D) All contracts shall be in the name of the Board of County Supervisors of Prince William County, Virginia.

(E) Contracts entered into for any Using Department for which funds have been budgeted and appropriated, shall be executed by the head of the Using Department, and the Chief Procurement Officer.

(F) Contracts entered into directly for the Board of County Supervisors may be signed by whomever the Board shall direct. If the Board of County Supervisors fails to specifically authorize an individual(s) to sign on its behalf, the Chairman of the Board and the Chief Procurement Officer may execute the contract on the Board's behalf.

(G) Any terms, conditions, agreements, policies, or other provisions submitted by a vendor through reference to a website, hyperlink, click-through agreement, online portal, invoice, quotation, proposal, order acknowledgment, or similar electronic means that are not expressly incorporated into and accepted by the County in a written contract executed by an authorized County representative shall be deemed rejected, void, and unenforceable against the County.

The County's issuance of a purchase order, acceptance of goods or services, payment of an invoice, use of a vendor's website or software, or failure to object to such terms shall not constitute acceptance of any additional or conflicting terms and conditions.

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§100.12 Required Contract Provisions

Every contract to which the County is a party shall expressly contain the following clauses:

(A) Ethics.

This Solicitation is subject to the provisions of the Virginia State and Local Government Conflict of Interests Act, Virginia Code § 2.2-3100 *et seq.* and subject to Virginia Code § 2.2-4367 through § 2.2-4377. No member of the Board of County Supervisors, any advisory or judicial body of Prince William County, or any other officer or employee of the County, or any member or employee of any agency, office, commission, board, district, corporation, entity, or Volunteer Fire/Rescue Company, or the spouse or any other relative who resides in the same household as any of the foregoing, may be a contractor or subcontractor in connection with any bid, or have a personal interest therein as defined by Virginia Code § 2.2-3101.

All Solicitation responses submitted shall be made without prior understanding, agreement, or connection with any corporation, partnership, firm, or person submitting a response for the same requirements, without collusion or fraud. Collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

By submitting a response, prospective contractors certify that their response is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder or offeror, supplier, manufacturer, or subcontractor in connection with their response, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

No person who, for compensation, assisted in the preparation of a solicitation for the County shall (i) submit a response for that procurement or any portion thereof or (ii) disclose to any bidder or offeror information concerning the procurement that is not publicly available.

(B) Examination of Records by the Chief Procurement Officer or Designee. Unless the County Attorney authorizes an exception to this provision, each contract for more than $10,000 shall contain the following clause:

The contractor agrees that the County, or any duly authorized representative, shall, until the expiration of the period specified in the Library of Virginia Records Retention Schedule GS-02, Series 200106, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of the contractor involving transactions related to this contract.

The contractor agrees to include in any subcontract for more than $10,000 entered into as a result of the prime contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of the period specified in the Library of Virginia Records Retention Schedule GS-02, Series 200106, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of such contractor involved in transactions related to such subcontract, or this contract. The term "Subcontract" as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. The period of access provided herein for records, books, documents, and papers that may relate to any arbitration, litigation, or the settlement of claims

arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims have been finally dispositioned and disposed of.

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(C) Claims/Disputes.

1. In accordance with Virginia Code § 2.2-4363, this provision shall be followed for consideration and handling of all claims by the contractor under this contract. Virginia Code § 2.2-4365 is not applicable to this contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by Virginia Code § 2.2-4365.

2. Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) business days after the occurrence of the event giving rise to the claim, or within ten (10) business days of discovering the condition giving rise to the claim, whichever is later. In no event shall any claim arising out of this contract be filed after the submission of the request for final payment by the contractor.

3. Claims by the contractor with respect to this contract shall be submitted in writing in the first instance for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within forty-five (45) calendar days from the receipt of the claim from the contractor. The decision of the Contract Administrator shall be final on behalf of the County unless the contractor submits the claim to the Chief Procurement Officer within thirty (30) calendar days of the Contract Administrator's decision.

4. If the contractor is not satisfied with the decision of the Contract Administrator, the contractor may file a formal dispute with regards to the claim with the Prince William County Chief Procurement Officer, which claim shall be received within thirty (30) calendar days of the date of decision of the Contract Administrator.

5. The Chief Procurement Officer shall provide a written decision on the claim to the contractor within forty-five (45) calendar days of the receipt of the claim from the contractor. The decision of the Chief Procurement Officer shall be final on behalf of Prince William County unless the contractor submits the claim to the County Executive within thirty (30) calendar days of the date of the Chief

Procurement Officer's decision. The contractor may submit the claim to the County Executive by mailing or otherwise furnishing the Chief Procurement Officer a copy of the claim and a request for the County Executive's determination.

6. The County Executive's decision on the claim shall be rendered in writing to the contractor within forty-five (45) calendar days of the Chief Procurement Officer's receipt of the request from the contractor, and shall be final and binding on behalf of Prince William County, unless the contractor submits the claim for determination by the Board of County Supervisors by mailing or otherwise furnishing the Chief Procurement Officer a copy of the claim, along with a request for determination by the Board within thirty (30) calendar days of the County Executive's decision. The Board shall consider the claim and render a decision on the claim in writing within forty-five (45) calendar days of the date on which the Board hears the claim in open meeting. The Board's procedure in considering claims under this contract shall be the same as that for other decisions of the Board on claims made under Virginia Code § 15.2-1245, *et seq.* The decision of the Board shall be final.

7. Should any decision-maker designated under this procedure fail to make a decision on a claim within the time period specified, then the claim is deemed to have been denied by the decision maker.

8. Pending a final determination of a claim, the contractor shall proceed diligently with the performance of the work under the contract.

9. In accordance with the provisions of Virginia Code § 2.2-4363, full compliance with this procedure set forth in the provision shall be a precondition to the filing of any legal action by the contractor against the County or its Board of County Supervisors arising out of or related to this contract.

(D) Termination for Non-Appropriation of Funds.

Contracts which require that the County make payments beyond the fiscal year in which such contract was made, shall contain the following clause for termination of the contract in the event that the Board of County Supervisors shall cease to appropriate funds for the purposes of the contract:

The County is bound under the Contract only to the extent of the funds that are

available or may become available for the purpose of this Contract. Funding for this Contract in any succeeding fiscal year is subject to appropriation by the Board of County Supervisors. If funds are not appropriated for any succeeding fiscal year, the County may terminate this contract upon thirty (30) calendar days prior written notice to the contractor and the County shall be liable only for payments due through the date of termination.

(E) Termination for Default.

Either party may terminate this contract, without further obligation, for the default of the other party or to agents or employees with respect to any agreement or clause contained herein. In case of a contractor's failure to deliver the goods or services in accordance with the contract, after due oral or written notice, the County may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

(F) Termination for Convenience of the County.

The County may terminate this contract, or any work or delivery required under this Contract, from time-to-time, in whole or in part, whenever the Chief Procurement Officer shall determine that such termination is in the best interest of the County. Termination, in whole or in part, shall be affected by delivery of a Notice of Termination, signed by the Chief Procurement Officer or a designee, mailed or delivered to the contractor, and specifically stating the effective date of termination.

Upon receipt of such Notice, the contractor shall:

1. Cease any further deliveries or work due under this contract, on the date, and to the extent, which may be specified in the Notice;

2. Place no further orders with any subcontractors except as may be necessary to perform that portion of this contract not subject to the Notice;

3. Terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

4. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Chief Procurement Officer; and

5. Use its best efforts to mitigate any damages, which may be sustained by it as a consequence of termination under this clause.

After complying with the foregoing provisions, the contractor shall submit a termination claim, no later than six (6) months after the effective date of its termination, unless an extension is granted by the Chief Procurement Officer.

The Chief Procurement Officer shall determine reasonable costs of termination, including a reasonable amount for profit on goods or services delivered or performed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the goods or services not delivered or performed. This contract shall be amended accordingly, and the contractor shall be paid the agreed amount.

In the event the parties cannot agree on the whole amount to be paid to the contractor by reason of termination under this clause, the County shall pay to the contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

1. With respect to all contract performance prior to the effective date of the Notice of Termination the total of:

   (a) Cost of goods delivered, or services performed;

   (b) The cost of settling and paying any reasonable claims as provided in subparagraph (F), of this section; and

   (c) A sum as profit on subparagraph 1(a) of this section determined by the Chief Procurement Officer to be fair and reasonable.

2. The total sum to be paid under subparagraph 1(a) of this section shall not exceed the contract price, as reduced by the amounts of payments otherwise made, and as further reduced by the contract price of goods or services not provided.

In the event that the contractor is not satisfied with any payments, that the Chief Procurement Officer shall determine to be due under this clause, the contractor may appeal any claim in accordance with the "Claims and Disputes" clause of this contract.

The contractor shall include similar provision in any subcontract and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate

damages that may be suffered. Failure to include such provisions shall bar the contractor from any recovery from the County whatsoever for loss or damage sustained by a subcontractor as a consequence of termination for convenience.

(G) Employment Discrimination by Contractors Prohibited. In accordance with Virginia Code § 2.2-4311, each contract over $10,000 to which the County is party shall include the following clause:

Contractor shall comply with the provisions of the Federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act, Virginia Code § 2.2-4200 et seq., the Virginians with Disabilities Act, the Americans with Disabilities Act, as amended, and Virginia Code § 2.2-4311. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

1. During the performance of this contract, the contractor agrees as follows:

   (a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   (b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

   (c) Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The contractor will include the provisions of subsection 1(a) of this section, in each subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

(H) Payment Provisions

In the event that the contractor utilizes a subcontractor for any portion of the work under this contract, the contractor hereby agrees to the following:

1. The contractor shall be liable for the entire amount owed to any subcontractor with which it contracts. The contractor shall not be liable for amounts otherwise reducible due to subcontractor's noncompliance with the terms of the contract. In the event the contractor withholds all or part of the amount promised to the subcontractor under the contract, the contractor shall notify the subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Payment by the party contracting with the contractor shall not be a condition precedent to payment to any lower-tier subcontractor, regardless of that contractor receiving payment for amounts owed to that contractor.

2. The contractor shall take one (1) of the two (2) following actions within seven (7) calendar days after receipt of amounts paid to the contractor by the owner for work performed by a subcontractor under the contract.

   (a) Pay a subcontractor for the proportionate share of the total payment received from the owner attributable to the work performed by that subcontractor under the contract; or

   (b) Notify the owner and any subcontractors, in writing, of its intention to withhold all or a part of a subcontractor's payment with the reason for nonpayment.

3. Individual contractors shall provide social security numbers and proprietorships, partnerships, and corporations shall provide their federal employer identification numbers.

4. The contractor shall be obligated to pay interest to a subcontractor on all moneys owed by the contractor that remain unpaid after seven (7) calendar days following receipt by the contractor of payment from the owner for work performed by a subcontractor under the contract, except for amounts withheld under subsection 2 of this section. The contractor's obligation to pay an interest charge to a subcontractor pursuant to the provisions of this section may not be construed to be an obligation of the owner. A contract modification may not be made for the purpose of providing reimbursement for such an interest charge. A cost reimbursement claim may not include any amount for reimbursement for such an interest charge.

5. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.

6. The contractor is hereby required to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements set forth in subsections 1, 2, 3, 4, and 5 of this section with respect to each lower-tier subcontractor.

(I) Labeling of Hazardous Substances.

If the goods requested by this Solicitation are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the U.S.C., then the prospective contractor, by submitting a response, certifies and warrants that the goods to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the goods the prospective contractor does not violate any of the prohibitions of 15 U.S.C. § 1263 or 7 U.S.C. § 136.

(J) Drug-free Workplace.

During the performance of this contract, the contractor agrees to:

1. Provide a drug- free workplace for the contractor's employees;

2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or

marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

3. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and

4. Include the foregoing clauses in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor, contractor, or vendor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of this contract.

(K) E-Verify Program.

Pursuant to Virginia Code § 2.2-4308.2, any employer with more than an average of 50 employees for the previous twelve (12) months entering into a contract in excess of $50,000 with any agency of the County to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the County for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E- Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove their E-Verify enrollment.

(L) Authorized to Conduct Business in the Commonwealth of Virginia.

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership, or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law or regulation. Any business entity described above that enters into a contract with the County shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1, or Title 50, or any other

Virginia law or regulation, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a business entity if the business entity fails to remain in compliance with these provisions.

(M) Prevailing Wage for Public Works Contracts $250,000 or greater.

1. In accordance with Virginia Code §2.2-4321.3(C) and Prince William County Procurement Regulations §100.12(M), each Public Works contract greater than 250,000 shall require contractors and subcontractors to pay wages, salaries, benefits, and other remuneration to any mechanic, laborer, or worker employed, retained, or otherwise hired to perform services in connection with Public Works contracts at or above the prevailing wage rate.

2. Contracts funded in part or in whole with federal funding shall be governed by the Federal Davis-Bacon Act provisions.

3. In addition to applying the prevailing wage rates to its own employees pursuant to the terms of its contract with the County, the contractor under each such contract shall include the provisions of this Section in every subcontract so that such provisions will be binding upon each subcontractor. The appropriate enforcement sanctions may be invoked against any such subcontractor in the event of such subcontractor's failure to comply with any of the provisions of this Section.

4. The County will check the DGS site prior to accepting a contractors bid to ensure the bidder has not been disqualified for a violation of the prevailing wage law.

5. Contractor Responsibilities:

   (a) Upon the award of any contract subject to the provisions of this section, the contractor to whom such contract is awarded shall certify, under oath, to the Commissioner of Labor and Industry the pay scale for each craft or trade employed on the project to be used by such contractor and any of the contractor's subcontractors for work to be performed under such public contract. This certification shall, for each craft or trade employed on the project, specify the total hourly amount to be paid to employees, including wages and applicable fringe benefits, provide an itemization of the amount paid in wages and each applicable benefit, and list the names and addresses of any third-party fund, plan, or program to which benefit payments will be

made on behalf of employees.

(b) A contractor or subcontractor who employs any mechanic, laborer, or worker to perform work contracted to be done under the construction contract at a rate that is less than the prevailing wage rate (i) shall be liable to such individuals for the payment of all wages due plus interest; and (ii) shall be disqualified from bidding on contracts with any public body until full restitution has been paid to the individuals. A contractor or subcontractor who willfully violates this Provision shall be guilty of a Class I misdemeanor.

6. Publication and Notice and Reports

(a) Contractor and subcontractor must post a clearly legible statement of each prevailing wage rate in a prominent and easily accessible place at the worksite during the entire time work is being performed in English and any other language that is primarily spoken by the employees at the work site. Within 10 days of such posting, a contractor or subcontractor shall certify to the Chief Procurement Officer and the Virginia Commissioner of Labor and Industry its compliance with this subsection.

(b) Each contractor, and its subcontracts subject to this Section, shall keep, maintain, and preserve (i) records relating the wages paid to and hours worked by each individual performing the work of any mechanic, laborer, or worker; and (ii) a schedule of the occupation or work classification at which each individual performing the work of any mechanic, laborer, or worker on the construction project is employed each workday and week. The contractor or subcontractor shall make such records available to the Chief Procurement Officer within 10 days of a request, or per a regular schedule established in the contract, and shall certify that records reflect the actual hours worked and the amount paid to its workers for whatever time is requested and must preserve these records for a period of six years after the expiration or earlier termination of the applicable contract.

7. Contract Compliance

(a) Contractors and subcontractors shall fully cooperate with any contract compliance requirements specified in the executed contract documents, including but not limited to site visits, staff interviews to validate wage rates,

and the submission of payroll records.

8. Administrative Procedures

(a) The Chief Procurement Officer shall have the authority to promulgate additional departmental procedures, not inconsistent with the provisions of this Section, designed to administer and enforce this Section.

(N) Contract terms inconsistent with state law

1. In accordance with the Virginia Public Procurement Act (VPPA0), § 2.2-4311.3:

(a) As used in this section, "information technology goods and services" means communications, telecommunications, automated data processing, applications, databases, data networks, management information systems, and other related goods and services.

(b) No term or provision in any public contract for the acquisition of information technology goods or services shall be valid or enforceable to the extent that it is in conflict with Virginia law. A public contract containing such a term or provision shall otherwise remain enforceable.

(c) Any term or provision in such a public contract that (i) makes the public contract subject to, governed by, or interpreted under the laws of another state or country or (ii) requires or permits any litigation or other dispute resolution proceeding arising from the public contract to be conducted in another state or country shall be void. Such public contract shall instead be deemed to provide for the application of the law of the Commonwealth of Virginia, without regard to such contract's choice of law provisions, and to provide for jurisdiction in the courts of the Commonwealth.

§100.13 Announcement of Award

Awards of term contracts shall be posted in a public space.

§100.14 Modifications to the Contract

(A) A contract may include provisions for modification of the contract during

performance, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract, or $50,000, whichever is greater, without the advance written approval by the Prince William County Board of County Supervisors.

(B) The Chief Procurement Officer shall approve modifications to contracts. The Chief Procurement Officer may delegate this authority in accordance with §300.04 of these regulations.

(C) The Chief Procurement Officer may extend the term of an existing contract to prevent disruption in County functions.

(D) The Chief Procurement Officer may execute modifications that exercise renewal periods upon approval by the head of the Using Department and appropriation of funds.

(E) Unilateral modifications may be issued by the County for minor or administrative purposes.

§100.15 Insurance Requirements

(A) Before work can commence, the contractor shall provide evidence of the minimum coverage required by the Minimum Insurance Requirements included in the solicitation.

(B) These insurance requirements must include at a minimum:

1. Workers' Compensation and Employers' Liability insurance under the Virginia statutory requirements, to protect the contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any Virginia statute or law.

2. General Liability insurance in the amount prescribed by the County, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required. Completed Operations

Liability coverage shall continue in force for one (1) year after completion of work.

3. Automobile liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the contractor. In addition, all mobile equipment used by the contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy or a Commercial General Liability policy.

(C) Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess of Umbrella Liability policy.

(D) The contractor shall provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.

(E) The contractor will attach to each liability insurance policy, with the exception of Workers' Compensation, an endorsement to save and hold harmless the County from any liability or damages whatsoever arising out of the contracted work.

§100.16 Permits and Licenses

A contractor shall be solely responsible for complying with any applicable Federal, State, and County laws, codes, ordinances, and regulations that may be required to provide goods, services, insurance, or construction under a County contract.

§100.17 Cooperative Procurements

(A) The County may participate in, sponsor, conduct, or administer a cooperative procurement agreement with one or more public bodies for the purpose of combining requirements to increase efficiency, reduce the cost of goods and services, or to reduce County administrative costs.

(B) In accordance with Virginia Code § 2.2-4304 and its exceptions, the County may purchase from another public body's contract even if it did not participate in the solicitation process, if the solicitation specified that the procurement was being conducted on behalf of other public bodies.

(C) The County may issue its contract against another public body's solicitation if the solicitation was conducted on behalf of other public bodies.

§100.18 Prompt Payment

"Payment date" shall mean either (i) the date on which payment is due under the terms of a contract for provision of goods or services; or (ii) if such date has not been established by contract, (a) thirty (30) calendar days after receipt of a proper invoice or (b) thirty (30) calendar days after receipt of the goods or services, whichever is later.

§200.00 ETHICS AND GENERAL BUSINESS PRACTICES

§200.01 General

(A) All County procurements shall be in full compliance with the Virginia State and Local Government Conflict of Interests Act, § 2.2-3100 *et seq.*, and Article § 6 of Chapter 43 of Title 2.2 (Ethics in Public Contracting) of the Virginia Code, § 2.2-4637 *et seq.*

(B) Any person convicted of a willful violation of any provision of § 200.00 *et seq.* of these regulations shall be guilty of a Class 1 misdemeanor. Upon conviction, any County employee, in addition to any other fine or penalty provided by law, shall forfeit their employment.

§200.02 Proscribed Participation by County Employees in Procurement Process

No County employee having official responsibility in the procurement process shall participate in that process when:

(A) The employee is contemporaneously employed by a bidder, offeror, or contractor involved in the procurement.

(B) The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror, contractor such as an officer, director, trustee, or partner, or is employed in a capacity involving personal and substantial participation in the procurement process or owns or controls an interest of more than five percent (5%).

(C) The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement.

(D) The employee, the employee's partner, or any member of the employee's family is negotiating, or has an arrangement concerning prospective employment with a bidder, offeror, or contractor.

§200.03 Disclosure of Subsequent Employment

No County employee or former County employee having an official responsibility in the procurement process shall accept employment with any bidder, offeror, or contractor with whom the employee or former employee dealt with in an official capacity concerning a procurement for a period of one (1) year from the cessation of employment by the County

unless the employee or former employee provides written notification to the County Executive, prior to commencement of employment by that bidder, offeror, or contractor.

§200.04 Prohibition on Solicitation or Acceptance of Gifts

(A) No County employee having official responsibility for a procurement shall solicit, demand, accept, or agree to accept a gift from a bidder, offeror, contractor, or subcontractor.

(B) No bidder, offeror, contractor, or subcontractor shall bestow a gift upon or accept a gift from any County employee having official responsibility for procurement.

§200.05 Misrepresentations by County Employees

No County employee having official responsibility for a procurement shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious, or fraudulent statements or representations; or make or use any false writing or document knowing it to contain any false, fictitious, or fraudulent statement or entry.

§200.06 Public Access to Procurement Information

(A) Except as provided in these regulations, all proceedings, records, contracts, and other public records pertaining to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm, or corporation, in accordance with the Virginia Freedom of Information Act.

(B) Cost estimates relating to a proposed transaction prepared by or for the County shall not be open to public inspection.

(C) Any bidder or offeror, upon request shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the solicitation. Otherwise bid and proposal records shall be open to public inspection only after the award of the contract.

(D) Any inspection of procurement records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

(E) Trade secrets or proprietary information submitted by a bidder, offeror or contractor

in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials and identify the data or other materials to be protected and state the reasons why protection is necessary A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (i) an entire bid, proposal, or prequalification application; (ii) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (iii) line item prices or total bid, proposal, or prequalification application prices. The determination of an improper designation shall be at the County's sole discretion. If, after being given a reasonable time to revise the improper designation, a bidder or offeror refuses to withdraw an entire classification designation, the bid will be considered nonresponsive, or the proposal will be rejected.

§200.07 Prohibition on Disclosing Procurement Information Prior to Award

A County employee shall not, other than as provided by law, knowingly disclose bid and proposal information submitted by bidders and offerors or Selection Committee information prior to the award of the County contract to which the information relates without prior approval of the Chief Procurement Officer.

§200.08 Competency of Vendor

No contract will be awarded to any vendor that is in arrears, or is in default to the County, upon any debt or contract, or has defaulted on a surety or upon any obligation to Prince William County. Upon request, the vendor must present within forty-eight (48) hours evidence satisfactory to the Chief Procurement Officer of performance ability, and possession of necessary facilities, financial resources, and adequate insurance to comply with the terms of the contract.

§200.09 Subcontracting

The Chief Procurement Officer shall determine if any portion of a contract shall be subcontracted or performed by a party other than the contractor. Such a restriction shall be included in the solicitation provisions.

§200.10 Authority to Suspend or Debar

(A) The purpose of suspension or debarment of a person or business from contracting

opportunities or from conducting business with a public body is to protect the County's interest and to protect the integrity of the County's procurement process from such person or business who has displayed improper, unethical, or illegal conduct while under a relationship with the County, based on sufficient documentation obtained that such conduct has occurred. See § 200.10(G)(1) of these regulations regarding meaning of "under a relationship".

(B) Suspension or debarment actions are discretionary actions. Suspension sanctions shall be imposed for less serious offenses while debarment sanctions shall be imposed for more serious offenses. The Chief Procurement Officer in consultation with the County Attorney shall determine the sanction and time period of the sanction which shall be imposed against such person or business.

(C) Debarment sanctions shall be in writing and shall describe the reasons for such action and the start date of the debarment. A written notice of pending action must be issued to such person or business, including information about the appeals process. Such notice shall be mailed certified/receipt requested or delivered in person and a receipt of the notice obtained from such person or business.

(D) The County shall give such person or business that is accused of improper, unethical, or illegal conduct, an opportunity to appeal such sanctions to the County Executive within fourteen (14) calendar days after receipt of such notice. The County Executive's decision may be appealed within fourteen (14) calendar days of the date of the decision to the Board of County Supervisors. The Board of County Supervisors will determine, not later than the second regularly scheduled Board of County Supervisors meetings after delivery of the appeal, what action or process will be allowed for further appeal, if any. The Board of County Supervisors' decision whether to suspend or debar such person or business shall be final.

(E) Based on the seriousness of the offense, the suspension period shall not exceed one (1) year, and the debarment period shall not exceed three (3) years.

(F) Suspension or debarment sanctions do not relieve the person or business of its responsibilities for any existing obligations to the County.

(G) Causes for suspension or debarment sanctions include, but are not limited to, the following.

1. Any conduct deemed improper or unethical by the Chief Procurement Officer, or deemed illegal conduct by Law Enforcement, while under a relationship with the

County. For purposes of this section "under a relationship" means a person or business responding to a County solicitation or who is under contract with the County;

2. Failing to disclose a condition constituting a conflict of interest by any officer, director, owner, or partner when responding to a solicitation;

3. Misrepresentation(s) in a bid or proposal to appear responsive or responsible;

4. Bribery or attempting to bribe a County employee(s) for procurement favors. Conferring or offering to confer any gift, gratuity, favor, or advantage, present or future to a County employee(s) who has official responsibilities for public procurement;

5. A bidder, offeror, or contractor, who displays abusive or obscene language or displays threatening actions toward any County employee(s), agent(s), or volunteer(s), or member(s) of the public, during any procurement process or while performing under a County contract;

6. Refusal to fulfill a binding bid or proposal;

7. Refusal to fulfill a contractual requirement(s), resulting in a breach of contract;

8. Chronic documented unsatisfactory performance under a County contract, except where unsatisfactory performance was caused by acts beyond the contractor's control;

9. Non-compliance with a critical requirement under a County contract. A suspension sanction may be imposed upon a contractor as a temporary, less severe action, to allow such contractor to come into compliance with the contract. This temporary action may be utilized when in the best interest of the County;

10. Intentional invoicing for a good(s) or service(s) that was not provided;

11. Intentional overcharging for a good(s) or service(s) when established County contract pricing exists;

12. Demanding any kickback(s) from its suppliers, subcontractors, or competitors;

13. Falsifying County procurement-related documents;

14. County contract termination for default;

15. Court judgment against any officer, director, owner, or partner finding a criminal offense involving a County procurement(s);

16. Court judgment against any officer, director, owner, or partner finding fraud against the County;

17. Court judgment against any officer, director, owner, or partner finding collusion involving a County procurement(s);

18. Court judgment against any officer, director, owner, or partner finding a violation of State or Federal antitrust law(s);

19. Conviction under State or Federal statutes of any officer, director, owner, or partner involving fraud, embezzlement, collusion, theft, forgery, bribery, falsification, destruction of public records, receiving stolen property, or other felonies; or

20. Person or business that is under suspension sanction or debarment sanction from another public body. County sanctions will be imposed until such sanctions have expired or are lifted from such other public body.

§200.11 Bid Protests, General

(A) Any bidder or offeror may protest the award of, or the decision to award, a contract by submitting a written protest to the Chief Procurement Officer within the times specified in this section.

(B) The County shall not consider any protest of the responsibility determination of the selected bidder or offeror, nor shall any protest lie for any matter which the Chief Procurement Officer determines could reasonably have been ascertained prior to the time set for the opening of bids or proposals, unless such protest shall have been filed in writing not less than three (3) business days prior to such time.

(C) Any protest, other than one required to be made before the opening of bids or proposals, shall be filed not later than ten (10) calendar days after the award of the contract to the successful bidder or offeror.

(D) Any protest shall state in detail the basis for the protest, and specify the relief requested.

(E) The Chief Procurement Officer shall inform the County Attorney of the receipt of any protest.

(F) The Chief Procurement Officer shall provide the County Attorney with all relevant information and documentation involving the procurement. The Chief Procurement Officer shall consult with the County Attorney as necessary or appropriate.

(G) The Chief Procurement Officer shall decide all protests within ten (10) calendar days of receipt of the protest. The Chief Procurement Officer shall issue a written decision, including the reasons for the decision. The Chief Procurement Officer's decision shall be final.

§200.12 Bid Protests, Remedies

(A) Prior to the award of a contract, if the Chief Procurement Officer determines that a decision to award a contract is illegal, arbitrary, or capricious, the Director may cancel the proposed award, or revise it to comply with the law.

(B) If the Chief Procurement Officer makes the determination required in subsection (A) after a contract has been awarded, the sole remedy shall be a finding to that effect. In no case may the protester be awarded anticipated profits, or the costs or expenses of protest or appeal of any decision to the courts.

(C) If the Chief Procurement Officer determines that a protest filed is well founded, he or she may cancel the solicitation, or revise it to comply with the law.

(D) The validity of any contract awarded in good faith in accordance with this section shall not be affected by the fact that a protest or appeal has been filed. Award of a contract need not be delayed for the period during which a bidder or offeror may protest; provided that in the event of a timely protest no further action to award shall be made unless the Chief Procurement Officer determines in writing that it is necessary to proceed to award without delay to protect the public interest, or unless

the bid or offer would otherwise expire.

(E) Where the County determines, after a hearing held following reasonable notice to all bidders, that there is probable cause to believe that a decision to award was based on fraud or corruption or on an act in violation of Virginia Code § 2.2-4367, the County may enjoin the award of the contract to a particular bidder.

§200.13 Proceedings for Suit on Bids or Contracts

No suit at law or equity based on any County contract may be filed against the Board of County Supervisors by any person, unless and until all requirements and provisions of Article 4 of Chapter 12 of Title 15.2 of the Virginia Code § 15.2-1245 *et seq.* have been met.

§200.14 Vendor Registration Requirements.

All vendors must register with the County prior to award.

§200.15 Sales Tax Exemption

Prince William County is exempt from the payment of any Federal excise or any Virginia sales tax. However, when under established trade practice any Federal excise tax is included in the list price the vendor may quote the list price and shall show separately the amount of Federal tax, as in its bid or proposal a flat sum, which shall be deducted by the County.

§200.16 Prohibition on Kickbacks

(A) No contractor or subcontractor shall demand or receive kickbacks from any of its suppliers or subcontractors, as an inducement for the award of a subcontract or purchase order.

(B) No subcontractor or supplier shall make, or offer to make, kickbacks.

(C) No person shall demand or receive kickbacks in return for an agreement not to compete on a public contract.

(D) If a subcontractor makes a kickback, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or purchase order and paid by the County and shall be recoverable from both the maker and the recipient.

§200.17 Limitations on Submitting Bids after Participating in Bid Preparation

No person who, for compensation, assisted in the preparation of an Invitation for Bid (IFB) or Request for Proposal (RFP) for the County shall (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or offeror information concerning the procurement that is not publicly available.

§200.18 Printing Provisions

(A) Copyright.

No contractor may copyright any work produced for the County without the written consent of the Chief Procurement Officer.

(B) Printing: Ownership of Artwork, Negatives, etc.

All artwork, negatives, overlays, or similar materials used to print a job shall be the property of the County and must be returned to the Using Department upon completion or upon request.

(C) Printing: Overruns, Underruns.

The County is not required to accept overruns provided “no overruns” is specified in the solicitation. However, a Using Department may at its discretion accept up to a ten percent (10%) overrun. Prices for overruns shall not exceed the quoted base price per unit or the quoted price for additional copies run at the same time. A department may, at its discretion, accept underruns. The price for underruns will be calculated at the quoted base price per unit.

§200.19 Information Technology Provisions

(A) Offeror's Credentials to Support Third-Party Information Technology (IT).

This is a mandatory requirement. Any firm offering third-party IT products and services in response to this solicitation is required to be a "certified" reseller or service provider trained in the installation and use of the product(s) proposed. The bidder or offeror shall be required to submit a letter(s) of certification or other documentation from the original vendor(s) with its bid or proposal certifying that the

offeror is currently an "authorized reseller" or "certified service provider" and is trained in the installation, configuration, and support of the product. Failure to provide the required documentation with the bid or proposal may disqualify the bidder or offeror from further consideration.

(B) Third-Party Product Representations.

This is a mandatory requirement. Offerors proposing third-party products in response to this solicitation shall certify as part of their bid or proposal that they have reviewed the products and shall identify which specific mandatory and optional requirements of the statement of work that they address. If modifications to the products are necessary to meet specifications, those modifications are to be clearly identified and a fixed cost included in the cost proposal to make the required modifications. Failure to provide the required documentation may disqualify the bidder or offeror from further consideration.

(C) License, Service, and Maintenance Agreements.

All license, service, and maintenance agreements required to be signed by the County as part of a contract shall be submitted as attachments to the offeror's initial bid or proposal. Review and negotiation by the County of terms contained in these documents shall be a condition of contract award.

(D) Agreement of Confidentiality.

The contractor shall sign an agreement of confidentiality to guarantee that any data structure, report, or application supported for the County shall not be reverse engineered or supplied to any other customer or jurisdiction unless the contractor has copyright to do so.

§300.00 METHODS OF PROCUREMENT

§300.01 Available Methods of Procurement

(A) All formal contracts to which the County is a party for the purchase or rental of goods, services, insurance, or construction, shall be awarded after competitive sealed bidding or competitive negotiation, as provided in these regulations, unless otherwise authorized by law.

(B) Unless otherwise exempted within these regulations, competition is required for all goods, services, insurance, and construction, when the aggregate total value or the sum of all phases will exceed $10,000 within a fiscal year for a Using Department.

(C) Goods and services required shall not be artificially divided or split among procurement transactions in order to avoid competition. To assist the Chief Procurement Officer in evaluating utilization of proper procurement methods, Using Departments shall provide budget information and records of past expenditures upon request.

(D) Competitive sealed bidding is the preferred procurement method for goods, services, insurance, or construction. This method shall be utilized when the requirements can be clearly defined, negotiations are not necessary, price is the major determining factor for award selection and where required by law.

(E) If competitive sealed bidding is either not practicable or not fiscally advantageous to the public, goods, services, insurance, or construction may be procured by competitive negotiation. This method shall be utilized when the requirements cannot be clearly defined, negotiations are necessary, price is not a major determining factor for award selection and where required by law.

(F) Various forms of competitive bidding and competitive negotiation may be utilized for County procurements such as: One-Step Procurement, Multi-step/Two-step Procurement, Best Value, Job Order Contracting, Multiphase Contracting, Reverse Auctioning, Public Auction, and Cooperative Procurement, as permitted by the Virginia Public Procurement Act, Virginia Code § 2.2-4300 *et seq.*, and these regulations.

(G) Term contracts established by the County using the above methods are a required source when procuring goods or services included in the term contracts. Established cooperative contracts that meet the Department's needs are a required source for

procuring the specified goods or services. Contracts established by the County shall serve as the primary source and take precedence.

§300.02 Procurements More Than $200,000

(A) Procurements of goods and services estimated to cost more than $200,000 shall be made directly by Procurement Services by competitive sealed bidding (Invitation for Bid) or competitive negotiation (Request for Proposal) methods of procurement, except as otherwise provided in these regulations.

(B) The Invitations for Bid (IFB) or the Request for Proposal (RFP) shall be available to the public at least ten (10) calendar days prior to the due date set for receipt of bids and proposals.

(C) All public notices shall be designed to reach as many potential bidders reasonably able to meet the specifications/scope of work, but no procurement shall be subject to challenge solely on the ground that a qualified bidder was not solicited.

(D) The Using Department shall submit a list of any known bidders/offerors to Procurement Services in order to maximize competition.

(E) Formal procurements shall be posted on the County's website.

§300.03 Procurements More Than $30,000 and Up To $200,000

(A) Procurements of goods and services estimated to cost more than $30,000 and less than $200,000 shall be made directly by Procurement Services in the open market by written Request for Quotation (RFQ).

(B) A minimum of four (4) likely sources shall be solicited. Procurements of $30,000 or more shall be posted on the County's website.

(C) A public record shall be kept of all sources solicited and all quotes received. The record shall indicate which quote was accepted.

§300.04 Procurements More Than $10,000 and up to $30,000 (Informal Procurement)

(A) Procurements of goods and services estimated to cost more than $10,000 and up to $30,000 shall be made directly by the Using Department in the open market by written Request for Quotations (RFQ).

(B) This method of procurement may not be used when a County contract is available to satisfy the requirement, or when the aggregate total value will exceed $30,000 within a fiscal year for a Using Department.

(C) A minimum of three (3) likely sources shall be solicited by mail, electronically, or by other public notice, at least one of which shall be a certified SWaM business. All sources solicited shall be provided the same information and specifications or scope of work. Quotations received shall not be released until after the due date and time for receipt of quotations.

(D) A public record shall be kept of all sources solicited and all quotes received. The record shall indicate which quote was accepted.

§300.05 Procurements of $10,000 or Less (Small Purchases Not Under Contract)

(A) Procurements of goods and services estimated to cost $10,000 or less shall be made directly by the Using Department in the open market. The vendor shall be paid by procurement card. This method of procurement may not be used when a County contract is available to satisfy the requirement or when the aggregate total value will exceed $10,000 within a fiscal year for a Using Department.

(B) Any open market vendor may be selected upon receipt of a minimum of one (1) written or telephone (oral) quotation. A record of the quotation(s) must be kept in accordance with the Procurement Card Policy. If a telephone quote is solicited, a record shall be kept of the name and address of the vendor(s) contacted, the item description or service offered, price quoted, delivery dates and F.O.B. point, names of persons giving and receiving the prices and the date the information was obtained. A written quotation is not required for over-the-counter small purchases not under contract made at a vendor's location.

(C) The Chief Procurement Officer and the employees of Procurement Services shall not be responsible for any error or omission by Using Departments with regard to Using Departments' procurement under this section.~~.~~ Using Departments shall be responsible for identifying reoccurring goods and services and providing competition for procurements when the aggregate total value exceeds $10,000 within a fiscal year.

§300.06 Use of the Procurement Card

Procurement cards shall be utilized for purchases as provided in the County's Procurement Card Policy. Misuse of any procurement card is subject to the same action stated in § 100.08 and § 200.00 *et seq.* of these regulations.

§300.07 Construction

(A) The preferred method of procurement of construction by the Board or any Using Department shall be by competitive sealed bidding pursuant to § 600.00 *et seq.* of these regulations.

(B) Construction may be procured by competitive negotiation in the following circumstance, upon a written determination made in advance by the Chief Procurement Officer that competitive sealed bidding is either not practicable or not fiscally advantageous to the public:

1. For a fixed-price design-build or construction management contract;

2. When the contract is not expected to cost more than $500,000; or

3. For the construction of highways and any draining, dredging, excavation, grading, or similar work upon real property.

(C) A record detailing the basis of the determination to use competitive negotiation shall be made and maintained in the procurement file.

(D) Single term non-transportation related construction contracts with an estimated contract value of $300,00 or less may be procured by Procurement Services in the open market by a written Request for Quotation (RFQ). For the purpose of this section, the contract value of non-transportation related construction is the aggregate or the sum of all phases of the contract.

(E) Single term transportation related construction contracts with an estimated contract value of $25,000 or less may be procured by the Using Department in the open market by a written Request for Quotation (RFQ). For the purpose of this section, the contract value of transportation related construction is the aggregate or the sum of all phases of the contract.

(F) Where a ~~–~~Request for Quotation is utilized for construction, compliance with the Uniform State Building Code shall not be waived.

§300.08 Professional Services

(A) The procurement of professional services by the Board or any Using Department shall be by competitive negotiation pursuant to § 700.00 *et seq.* of these regulations, if the cost is greater than $80,000.

(B) Professional Services with an estimated contract value of $80,000 or less may be procured by Procurement Services in the open market by a written Informal Request for Proposal (IRFP). For the purpose of this section, the contract value of professional services is the aggregate or the sum of all phases of the contract.

§300.09 Exempt Items

(A) Notwithstanding any other provision of these regulations, the items in this section are exempt from the competition requirements but shall comply with the other provisions. These items may be solicited and contracted for by the Chief Procurement Officer, as the Director deems appropriate. Procurement cards may be utilized up to the Cardholder's limits for exempt purchases, otherwise funds shall be properly encumbered before the good or service is procured. The list of exempt items may be amended by the Board of County Supervisors whenever it deems it appropriate.

(B) The exempt items and categories are as follows:

1. Accreditation, testing, and evaluation services;
2. Advertising/media, excluding contracts with advertising agencies to prepare ad layouts;
3. Books, manuscripts, and pamphlets;
4. Booth space at conferences, exhibits, fairs, and product shows;
5. Care, search, and housing of prisoners;
6. Clothing and tool allowances;
7. Commercial, off the shelf training;
8. Conferences and seminars;
9. Any payments made pursuant to court order, jury verdicts, or settlements;
10. Dues, subscriptions (including electronic), publications, and Dunn & Bradstreet reports;

11. Educational films;
12. Freight/mailing charges;
13. Honorarium;
14. Self-insurance claims;
15. Inspection fee and costs;
16. Legal services, including, but not limited to, title examinations and the costs of litigation or regulatory proceedings, including, but not limited to, court costs, witness fees (lay and expert), transcripts, court reporters, exhibits, and process servers;
17. Perishable foods and catering services;
18. Postage;
19. Prescriptions/medicines;
20. Public auction items;
21. Purchase and rental of real property;
22. Existing software maintenance contracts, licenses, upgrades, and hardware when it is a component of the software;
23. Speakers, lecturers, musicians, and performing artists;
24. Surplus property;
25. Tuition;
26. Used equipment and materials;
27. Utility services – electric, water, sewer, local telephone service, cable television and internet services, and natural gas;
28. Vehicle cleaning services;
29. Nutrient (Phosphorus), Wetland, and Stream Mitigation Credits; and
30. Additional items deemed exempt by the Commonwealth of Virginia which are not listed under this subsection.

(C) The County may procure goods or professional services without competition for direct use by a recipient of County administered public assistance or social services programs as defined by § 63.2-100 of the Code of Virginia, or community services board as defined by § 37.2-100, or any public body purchasing services under the Children's Services Act for At-Risk Youth and Families (§ 2.2-5200 et seq.) or the Virginia Juvenile Community Crime Control Act (§ 16.1-309.2 et seq.) provided such good or personal service is delivered by a vendor upon specific instructions from the written authorized employee of the County. Contracts for the bulk procurement of goods and services for use of recipients shall not be exempted from the

requirements of competitive procurement. For the purpose of this exemption, purchases of goods or services for general program participants is considered bulk procurement.

(D) Negotiation of financing agreements entered into in connection with any lease-purchase of goods, whether or not the goods themselves have been competitively acquired, shall be exempt from any requirement of competitive bidding. However, all lease purchase financing agreements shall be administered and approved by the Chief Procurement Officer.

(E) Services rendered in the performance of work that is original and creative in character in a recognized field of artistic endeavor are exempted.

(F) Procurements by the General Registrar's Office for equipment, software, services, the printing of ballots, statement of results, or other materials essential to the conduct of an election are exempted pursuant to Virginia Code § 24.2-602, but the provisions of Article 4 (§ 2.2- 4347 *et seq.*) and Article 6 (§ 2.2-4367 *et seq.*) of Chapter 43, Virginia Public Procurement Act, of Title 2.2 shall apply to such contracts. See Virginia Code § 2.2- 4346(A).

(G) Upon a written determination made in advance by the Chief Procurement Officer that the purchase of goods at a public auction sale is in the best interests of the public, such items may be purchased at the public auction. The writing shall document the basis for this determination.

§300.10 Additional Exemptions from Competition

In addition to the exempt categories and items listed in § 300.09 of these regulations, the following are also exceptions to the requirement of competitive bidding:

(A) Procurements of goods and services from the state penitentiary, or through State, Federal, Council of Governments, School Board, or other political jurisdiction bids, or any other source with which the County has entered or shall enter into a cooperative procurement agreement.

(B) Contracts with other Public Bodies, such as George Mason University and Federal and State departments and agencies, where permitted or authorized.

1. Contributions to Governmental or Quasi-Governmental agencies as sanctioned by the Board of County Supervisors, may be paid via direct

payment.

(C) Purchases for special police work when the Chief of Police certifies to the Chief Procurement Officer that items are needed for special police work, including undercover police operations, the Chief Procurement Officer may procure the needed items without competitive bidding.

(D) Procurements of goods and services from Employment Services Organizations that provide employment services to individuals with disabilities that is a Commission on the Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Virginia Department for Aging and Rehabilitative Services.

~~(D)~~(E) Payments made through the County's direct pay process for the distribution of grant funds, financial assistance, rebates, incentives, stipends, reimbursements, or similar programs authorized by the Board of County Supervisors or by applicable federal, state, or local law, where the County is not procuring goods, services, insurance, or construction for its own use or benefit, shall be exempt from the competition requirements of these regulations.

§300.11 Emergency Procurements

(A) In case of emergency, a contract may be awarded without competition: however, such procurement shall be made with such competition as is practicable under the circumstances.

(B) To qualify as an emergency, the situation must meet one of the following requirements:

1. There is a breakdown in any County service;

2. Goods and/or services are needed for immediate use in work, which may be essential to or may affect the public health, safety, or general welfare of the County and its inhabitants; or

3. Work undertaken under a court order or in anticipation of a court order.

(C) Determination of Existence of an Emergency.

The head of the Using Department shall initially determine whether an emergency exists which justifies the application of these provisions. If, upon subsequent review, the Chief Procurement Officer determines that no emergency existed, the Director shall proceed under the provision of these regulations pertaining to unauthorized procurements.

(D) Procedure During Regular County Office Hours.

If an emergency occurs during office hours, the Using Department, where practical, shall notify the Chief Procurement Officer and the Chief Procurement Officer shall either procure goods or services directly, or authorize the Using Department to do so.

(E) Procedure After Office Hours.

If an emergency occurs after office hours, the Using Department shall procure the necessary goods or services and send notification to the Chief Procurement Officer as soon as practicable. The Using Department shall submit an emergency-type Purchase Order to Procurement Services no later than the first business day after the emergency situation, together with a written justification for the procurement.

(F) Prior authorization for emergency procurements shall be obtained from the Chief Procurement Officer whenever possible.

(G) For emergency procurements, a written notice of the procurement shall be documented in a public space including the items procured, the selected contractor, and the date the contract was awarded.

§300.12 Sole Source

(A) Sole source procurements shall be exempt from the competitive bidding requirements of these regulations.

(B) Where services or goods are only practicably available from a single source, either because of legal requirements, specific patents or copyrights, peculiar qualifications and skills, technical specifications, or other reasons that are in the best interest of the County, the Chief Procurement Officer may obtain such goods or services from the sole source.

(C) It shall be the responsibility of the Using Department to provide a written justification

for a sole source procurement.

(D) The Chief Procurement Officer is authorized to enter into direct negotiations with the sole source supplier to obtain such terms and conditions as the Chief Procurement Officer may determine to be in the best interest of the County. The Chief Procurement Officer shall maintain a record of negotiations with the sole source supplier.

(E) For sole source procurements, a written notice of the procurement shall be posted in a public space including the items procured, the contractor selected and the date that the contract was awarded.

§300.13 Pre-Qualification

(A) The Chief Procurement Officer is authorized to pre-qualify prospective contractors prior to any solicitation, whether for goods, services, insurance, or construction, by requiring prospective contractors to submit such information as the Chief Procurement Officer shall deem appropriate, including samples, financial reports, and references; provided, however, that opportunity to pre- qualify shall be given to any prospective contractor who has not been suspended or debarred under these regulations.

(B) The prequalification process shall be established in writing and sufficiently in advance of its implementation to allow prospective contractors a fair opportunity to complete the process.

(C) The Chief Procurement Officer may refuse to pre-qualify any prospective contractor, provided that written reasons for refusing to pre-qualify are made a part of the record in each procurement. The decision of the Chief Procurement Officer shall be final.

(D) In considering any request for pre-qualification, the Chief Procurement Officer shall determine whether there is reason to believe that the prospective contractor possesses the management, financial soundness, and history of performance which indicate apparent ability to successfully complete the plans and specifications of the Invitation for Bid (IFB). The Chief Procurement Officer may employ standard forms designed to elicit necessary information or may design other forms for the purpose.

(E) Pre-qualification of a prospective contractor shall not constitute a conclusive determination that the prospective contractor is responsible, and such prospective

contractor may be rejected as non-responsive on the basis of subsequently discovered information.

(F) Failure of a prospective contractor to pre-qualify with respect to a given procurement shall not bar the prospective contractor from seeking pre-qualification as to future procurements, or from bidding on procurements that do not require pre-qualification.

§300.14 High-Volume Low-Dollar Purchases

Under special circumstances, the Chief Procurement Officer may provide written Departmental exemption for orders placed outside of the County's financial management system. These orders shall be placed with a procurement card unless otherwise approved by the Chief Procurement Officer. The using Department is required to ensure that budgeted and appropriated funds are available for purchases.

§300.15 Public Auction Sale

(A) Upon determination in writing, made in advance by the Chief Procurement Officer, goods may be purchased at a public auction sale.

(B) A record shall be kept documenting the basis for the use of the public auction sale being in the best interest of the County.

§300.16 Cancellation of Solicitation

A solicitation may be canceled when the Chief Procurement Officer determines that it is in the best interest of the County to do so. The reasons for cancellation shall be part of the record and kept in the procurement file.

§400.00 COMPETITIVE SEALED BIDDING

§400.01 Applicability

Competitive sealed bidding is the preferred procurement method, except where exceptions areprovided in these regulations.

§400.02 Preparation of Invitation for Bid (IFB)

(A) Procurement Services shall prepare an Invitation for Bid (IFB) after obtaining requirements and a requisition from the Using Department.

(B) The IFB shall clearly, accurately, and completely state the provisions (terms and conditions) and technical and descriptive requirements of the procurement for the intended purpose.

(C) Specifications/Scope of Work shall not be unreasonably restrictive and shall allow for alternatives within reasonable and acceptable tolerance levels and ranges. The procurement must satisfy competitive bidding requirements and maximize competition.

§400.03 Invitation for Bid (IFB) Format

(A) The IFB shall include all pertinent documents, whether attached or incorporated by reference. An IFB shall generally be comprised of:

1. Instructions to Bidders (pertinent dates/times/locations)
2. Definitions;
3. Site Inspection and Pre-Bid Conference Information, when necessary;
4. Special Provisions;
5. General Provisions/Mandatory Provisions;
6. Qualifications of Bidders (Experience, Certifications, Licenses);
7. Evaluation/Award Criteria;
8. Securities (Insurance, Bonds, Liquidated Damages), when necessary;
9. Specifications/Scope of Work;
10. Pricing Schedule/Pricing Structure;
11. Forms/Signature Page; and
12. Other Pertinent Documents (Plans, Maps, Photos, Samples, etc.).

(B) Other information may be included as deemed appropriate and necessary by the Chief Procurement Officer.

(C) Evaluation and award factors described in the IFB may include special qualifications of potential contractors, life cycle costing, value analysis, or other criteria such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose, which are helpful in determining acceptability.

§400.04 Brand Name Specification, or Equal

An IFB shall include the following provisions relating to equal brand products other than those that may be set forth by name or other clear identification in the specifications.

(A) Unless otherwise provided in the IFB, the name of a certain brand, make, manufacturer, or definite specifications is to denote the quality standard of article desired, but does not restrict bidders to the specific brand, make, manufacturer or specification named; it is to set forth and convey to prospective bidders the general style, type, character, and quality of article desired.

(B) Any other brand, make of material, device, or equipment, which is recognized as an equal product, considering quality, workmanship, economy of operation, and is suitable for the purpose intended, shall be considered responsive to the specification at the County's sole discretion.

§400.05 Public Notice of IFB

The County shall provide public notice of the IFB at least ten (10) calendar days prior to the date set for receipt of bids by publication on the County website and may physically post in a designated area. Vendors registered with the County under the pertinent commodity code for such procurement shall also be solicited electronically. The public notice may also be published in a newspaper of general circulation when the County knows or anticipates that there are a limited number of potential bidders.

§400.06 Amendment to Invitation for Bid (IFB)

If changes or clarifications to an IFB are necessary, a written amendment shall be issued. In addition, the County may, but is not required to, consider extending the due date for receipt of bids.

§400.07 Bid Submission

(A) Sealed bids shall be submitted electronically to the Chief Procurement Officer via the Supplier Portal. The bid due date, time, and receipt of bids shall be specified in the IFB.

(B) If authorized by the County, bids may be submitted physically, using approved secure techniques, if this method of submitting bids is permitted by the IFB; otherwise, ~~-~~bids must be submitted electronically via the Supplier Portal.

If physical bids are accepted:

1. Bids shall be submitted in a sealed package. The package shall be clearly labeled as a "Bid" and shall include the bidder's name, IFB/Project name, bid due date and time, and the statement, "this package shall not be opened prior to the bid due date and time."

2. Packages received and opened by the County that are not identified as a bid but are identified as a bid once opened, shall be resealed, and properly marked with the IFB name and number and shall be reopened at the bid due date and time. The County is not responsible for opening a bid package prior to the bid due date and time which is not properly identified as a bid.

§400.08 Public Opening and Announcement

(A) All bids, either electronic or hard copy, received by the due date and time shall be opened, read aloud publicly, witnessed, and recorded in an electronic format. The reading shall consist of identifying each bidder, bidder's cost, acknowledging receipt of any required addendums, bonds, or other required submittals.

(B) The recorded bids shall be posted on the County's website for public viewing.

§400.09 Late Bids

Bids that are received after the designated bid due date and time shall not be opened nor considered for contract award.

§400.10 Alternate Bids

Any bidder may submit a bid that varies from the bid requirements. Such bid shall be clearly

labeled as an alternate bid, and may be provided in addition to, or in lieu of, a responsive bid. Such bid may be considered when the alternate bid is in substantial compliance with the bid requirements. When an Alternate Bid is received that substantially varies from the IFB requirements and the Using Department determines that it is in the County's best interest to consider those variances, then the IFB must be cancelled, requirements revised, and a new IFB issued reflecting the revised requirements.

§400.11 Rejection of Bids

The Chief Procurement Officer may reject any or all bids as deemed in the best interest of the County. A written record of the rejection, including the reason(s) for it, shall be kept in the procurement file.

§400.12 Waiver of Informalities

The Chief Procurement Officer may waive any informality in any bid; however, a late bid shall not be considered an informality.

§400.13 Only One Responsive and Responsible Bid

(A) In the event that only one responsive and responsible bid is received, the IFB may be canceled, and the goods, services, insurance, or construction rebid unless the Chief Procurement Officer determines that the price bid is reasonable and in the best interest of the County, on the basis of price comparison, value analysis, prior price history, an engineering estimate, or other method which establishes price reasonableness.

(B) When the Chief Procurement Officer determines that the above methods of establishing price reasonableness are not feasible, the Chief Procurement Officer may enter into negotiations with the responsive and responsible bidder. Before negotiations begin, reasonable price/cost objectives shall be determined. Such negotiations may pertain to labor hours/labor rates, cost of goods, discounts, delivery/performance, overhead, and profit.

(C) Any bidder who is a party to such negotiations shall be required to certify that its price proposal is complete, current, and accurate prior to the initiation of such negotiations.

(D) A record of negotiations shall be prepared for the procurement file once this process is complete. The record shall reflect the significant elements and considerations of

the negotiation which resulted in a mutually fair and reasonable contract award.

§400.14 Evaluation of Bids

(A) Bids shall be evaluated on the basis of requirements set forth in the IFB, which may include criteria to determine acceptability as to inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose.

(B) Where the apparent low bidder submitted a substantially lower bid price than the other bidders, the apparent low bidder may be asked to review the bid for mistakes. If no mistake(s) is identified, the bidder shall certify in writing that the bid submitted has been reviewed, no mistake(s) was made, and the bid stands as submitted.

(C) In determining the award of any contract for paper and paper products to be purchased for the County, Procurement Services shall use competitive sealed bidding and shall award to the lowest responsive responsible bidder offering recycled paper and paper products of a quality suitable for the purpose intended, so long as the bid price is not more than ten percent (10%) greater than the bid price of the low responsive and responsible bidder offering a product that does not meet the United States Environmental Protection Agency (EPA) Recommended Content Standards as defined in 40 C.F.R. Part 247.

(D) In the case of a tie bid where goods are being offered and existing price preferences have already been considered, preference then shall be given to the bidder whose goods contain the greatest amount of recycled content.

§400.15 Determination of Non-Responsibility

(A) Notwithstanding the provisions of § 200.11 of these regulations any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular contract award shall be notified in writing by the Chief Procurement Officer. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) business days to the Chief Procurement Officer.

(B) The Chief Procurement Officer shall decide appeals regarding non-responsibility determinations within five (5) business days of receipt thereof and shall notify the bidder in writing. The decision of the Chief Procurement Officer shall be final, unless appealed under these regulations and/or the Virginia Public Procurement Act, Virginia Code § 2.2-4300 *et seq.*

§400.16 Withdrawal of Bids

(A) Any bidder for goods, services, insurance, or construction, other than a contract for construction and maintenance of public highways, may withdraw its bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

(B) If a bid contains both clerical and judgment mistakes, a bidder may withdraw its bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents, and material used in the preparation of the bid sought to be withdrawn.

(C) The Chief Procurement Officer shall require, and so state in the Invitation for Bid (IFB), the following procedure for withdrawal of a bid.

1. The bidder shall give notice in writing of its claim of right to withdraw its bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such claim.

2. No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%).

3. No bidder which is permitted to withdraw a bid shall for compensation, provide any goods or labor to or perform any subcontract or other work agreement for the person or business to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

(D) If a bid is withdrawn, the lowest remaining bid submitted by a responsible bidder

shall be deemed to be the low bid.

(E) If the County denies the withdrawal of a bid under this section, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the price, provided such bidder is a responsive and responsible bidder, and the County determines the award would be in the County's best interest. If the County determines that an award is not in the County's best interest, such determination shall be put in writing and shall be made part of the procurement file.

§400.17 Tie Bids

(A) When two (2) or more responsible bidders submit bids, which are responsive and contain identical prices, preference shall be given to the bidder whose principal place of business is in Prince William County. In the event that there is no Prince William County bidder, or that this does not resolve the tie, preference shall be given to the bidder whose principal place of business is in the Commonwealth of Virginia. In the event that there is no Virginia bidder, or that this does not resolve the tie, preference shall be given to bidders that produce the goods within the Commonwealth of Virginia, and preference shall then be given to goods produced in the United States.

(B) In the event that subsection (A) of this section does not resolve the tie, the Chief Procurement Officer shall draw lots in the presence of two (2) or more witnesses, to select the bidder to whom award shall be made.

(C) In the case of procurement of goods by manufacturers:

(1) If (i) the lowest responsive and responsible bidder is not a resident of Virginia and (ii) the bid of any Virginia resident is within 10 percent of such bid, the lowest responsive and responsible bidder that is a Virginia resident shall be granted the option to match the price of the lowest responsive and responsible bidder.

(2) If the lowest responsive and responsible bidder is a resident of a state other than Virginia and such state under its laws allows a resident of that state a percentage preference or price-matching preference for the procurement of goods, a like preference shall be granted to responsive and responsible bidders who are residents of Virginia.

(3) An eligible bidder that is a Virginia resident shall be granted the greater of either preference pursuant to this subsection.

(D) In the case of a tie bid in instances where goods are being offered, and existing price

preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.

(E) Detailed records of any proceeding connected with tie bids shall be kept in the procurement file.

(F) The County's decision to award a contract to one or more such bidders under this section shall be final.

§400.18 Bids Exceeding Available Funds

(A) Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except if the bid from the lowest responsible bidder exceeds available funds. The Chief Procurement Officer or designee may negotiate with the apparent low bidder to obtain a contract within available funds. Such negotiation may be undertaken in accordance with the procedures in subsection (B) of this section, which shall be specified in the IFB.

(B) Negotiations may be directed to:

1. Reduction of goods, services, insurance, or construction procured;

2. Substitution of materials; and/or

3. Change in the period for project completion if the procurement is a construction project.

(C) Procurement Services shall conduct the negotiations with the bidder. The County Attorney may be requested to assist in or conduct such negotiations. If the negotiation does not result in a contract price within available funds, Procurement Services shall seek an appropriation of additional funds from the Using Department prior to execution of a contract with the low responsive and responsible bidder; otherwise, the solicitation shall be canceled. A record of the cancellation shall be included in the procurement file.

§400.19 Award for All or Part of a Bid

The Chief Procurement Officer may award all or part of a bid to any bidder whose bid is determined to be the lowest responsive and responsible bid. Awards can be made by line item by group, or by the overall lowest total cost. Furthermore, specific line items may be

deleted from award consideration if in the County's best interest.

§400.20 Multiple Awards

Where provided for in the IFB, the Chief Procurement Officer may award multiple contracts for the same procurement which can include primary, secondary, and tertiary contract awards. Procedures for the utilization of multiple contractors shall be addressed in the IFB.

§400.21 Notice of Award

Contracts shall be awarded with reasonable promptness by written notice to the successful bidder(s). Nothing herein shall prevent the Chief Procurement Officer from giving a Notice of Intent to Award to the apparent successful bidder, but such notice shall not constitute an award.

§400.22 Contract Award

(A) All procurements of goods, services, insurance, or construction which are subject to the competitive bidding requirements in these regulations shall be awarded to the lowest responsive responsible bidder based upon the lowest cost and/or other criteria specified in the IFB.

(B) Whenever the lowest responsive responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered.

§500.00 COMPETITIVE NEGOTIATION

§500.01 Applicability

(A) Competitive Negotiation is used when requirements cannot be clearly defined, negotiations are necessary, price is not a major determining factor for award selection, and as required by law. The Chief Procurement Officer or designee shall determine in writing prior to the use of a Request for Proposal, that competitive sealed bidding is either not practicable or not fiscally advantageous to the public.

(B) In making a determination under this section, the Chief Procurement Officer shall consider whether:

1. Quality, availability, or capability is overriding in relation to price in procurements for research and development, technical goods, or special services;

2. The initial installation needs to be evaluated together with subsequent maintenance and service capabilities, and what priority should be given these requirements in the County's best interest; or

3. The marketplace will respond better to a solicitation permitting not only a range of alternative proposals, but also evaluation and discussion of them before making an award. For example, with respect to the acquisition of data processing hardware and software, or specially designed phone systems.

§500.02 Preparation of Request for Proposal

Procurement Services shall prepare a Request for Proposal (RFP) after the Using Department submits a requisition with requirements.

(A) The RFP shall describe the County's requirements in general terms.

(B) The RFP shall clearly describe the evaluation criteria to be used to evaluate proposals and award the contract(s).

§500.03 Public Notice of Request for Proposals

The County shall provide public notice of the RFP at least ten (10) calendar days prior to the date set for receipt of the proposals by publication on the County's website. The public

notice may also be published in a newspaper of general circulation and may physically post in a designated area. In addition, the County may solicit proposals directly from registered vendors.

§500.04 Format of Requests for Proposals

(A) The RFP shall contain at least the following information:

1. The required goods and services;
2. A description of the work and work location;
3. An estimate of when and how long the services shall be required;
4. A date and time proposals shall be submitted;
5. A statement that all proposals shall be in writing;
6. A statement that information received will not be disclosed to other offerors during selection;
7. Except where the offerors have been pre-qualified, a statement of the minimum information that the proposal must contain, to include where appropriate:

   (a) The offeror's name and the location of the offeror's principal place of business;

   (b) The age of the offeror's business and average number of employees over a previous period of time as may be specified;

   (c) The abilities, qualifications, and experience of all persons who would be assigned to provide the required goods, services, insurance, or construction;

   (d) A listing of other contracts under which goods, services, insurance, or construction similar in scope, size, or discipline to the RFP's requirements specified were delivered or performed within a previous specified period of time, and a list of current references, including telephone numbers, who may be contacted with respect to such contracts; and

   (e) A plan, in as much detail as practical, explaining how the required goods, services, insurance, or construction shall be performed or provided, or of what they shall consist of; and

8. The RFP shall include the factors, including compensation, to be used in the evaluation and selection process, listed in descending order of their relative

importance, and accorded a specified point value.

§500.05 Selection Committee

(A) Prior to issuing the RFP, the approving authority shall appoint a Selection Committee that shall review and evaluate proposals received in response to the RFP.

(B) When the Board of County Supervisors is the approving authority, the County Executive shall appoint the Selection Committee.

§500.06 Amendment to RFP

A written amendment shall be issued for necessary corrections or additions to the RFP.

§500.07 Late Proposals

Proposals that are received after the date and time designated in the RFP or subsequent amendments shall be considered late and shall not be opened or considered.

§500.08 Receipt and Handling of Proposals

(A) Proposals shall be received electronically in the Supplier Portal by Procurement Services; physical acceptance of proposals will be identified if allowed in the solicitation.

(B) Proposals shall not be publicly opened or disclosed to any person that is not a member of the Selection Committee, non-voting Technical Advisors, or Procurement Services, except the County Executive, County Attorney, Chief Procurement Officer, or their designees.

(C) Nothing contained in any offer shall be open for public inspection until such time as an award has been made, except as may be required by the Virginia Freedom of Information Act, Virginia Code § 2.2- 3700 *et seq.* and/or Virginia Code § 2.2-4342.

(D) Proprietary or confidential information from and properly identified by an offeror

shall not be disclosed to the public except as required by the Virginia Freedom of Information Act, Virginia Code § 2.2-3700 *et seq.* and/or Virginia Code § 2.2-4342.

(E) A register of proposals received shall be compiled by Procurement Services and kept in the procurement file.

§500.09 Evaluation of Proposals

(A) The Selection Committee shall review and evaluate proposals and prepare a recommendation for the approving authority.

(B) The evaluation criteria shall be set forth in the RFP and shall be strictly adhered to in the selection process.

§500.10 Discussions with Responsible Offerors

(A) Discussions may be conducted with responsible offerors who submit proposals determined by the Selection Committee to have a reasonable chance of being selected for award, for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any discussion of proposals, and revisions thereto may be made by the offeror after submissions and prior to award.

(B) At the conclusion of the discussions, the Selection Committee shall select in the order of preference two (2) or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors stated in the Request for Proposal, including price if so stated in the Request for Proposal. Should the Selection Committee determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

§500.11 Negotiations

(A) The Chief Procurement Officer or a designee shall negotiate a contract with the selected offeror(s) for the required goods, services, insurance, or construction at a compensation determined to be fair and reasonable.

(B) Negotiations shall be conducted with the selected offeror(s). Price shall be

considered but need not be the sole or primary determining factor. After negotiations have been conducted with the selected offeror(s), the Selection Committee shall select the offeror which, in its opinion, has made the best proposal and provides the best value at a fair and reasonable price, and shall award the contract to that offeror. When the terms and conditions of multiple awards are provided in the Request for Proposal, awards may be made to more than one offeror.

§500.12 Record of Negotiation

(A) The County negotiator shall keep detailed records of any negotiations that were entered into in accordance with this section.

(B) The record of these negotiations shall be kept in the procurement file.

§500.13 Contract Award

Award of a contract shall be made by the head of the Using Department to the responsible offeror whose proposal offers the best value to the County and with whom negotiations have been successfully completed. The County Attorney may be consulted with respect to the form and content of the contract with the selected offeror.

§600.00 CONSTRUCTION

§600.01 Applicability

Construction contracts shall be governed generally by § 300.00 *et seq.* of these regulations, and by § 600.00 *et seq.* of these regulations. Where a provision of § 600.00 *et seq.* of these regulations is in conflict with any other provision of these regulations, the provisions of § 600.00 *et seq.* shall govern.

§600.02 Definitions

(A) For the purpose of the procurement of construction, the following terms have the meanings ascribed to them in this section, except where the context clearly requires another meaning.

1. Addendum: Written or graphic instruments issued prior to the opening of bids that clarify, correct, or change the bidding documents.

2. Bond, Bid: A form of security/financial protection issued by a third party submitted with a bid as a guarantee that the principal will enter a contract with the County, if selected for award.

3. Bond, Payment: A form of security/financial protection issued by a third party (surety bond company) to guarantee that the principal (prime contractor) will promptly pay its financial obligations to its subcontractors, material suppliers, and other hires. The payment bond guarantees protection to the obligee (County) from claims from the principal's subcontractors, material suppliers, and other hires, in the event of default by the principal.

4. Bond, Performance: A form of security/financial protection issued by a third party (surety bond company) to guarantee that the principal (prime contractor) will perform the work/complete the project as described in the contract. The performance bond guarantees compensation to the obligee (County) in the event of default by the principal.

5. Construction: The term used to include new construction, reconstruction, renovation, restoration, major repair, demolition and all similar work upon buildings and ancillary facilities, including draining, dredging, excavation, grading

or similar work upon real property.

6. Construction Administration: Non-professional services provided under a contract with the Owner which generally includes inspection of the Work, coordinating testing services contracts procured by the Owner, reviewing change orders and schedule submittals from the contractor, and providing other construction period services for the benefit of the Owner. The Construction Administrator is the entity responsible to the Owner for providing these services to assure compliance with the contract Documents but is not responsible under the Construction Administration contract for providing the Work. The Owner may use an employee to perform construction administration services. This differs from the construction administration services required under the Architectural and Engineering (A&E) contract.

7. Construction Management: Services provided under contract with the Owner which generally includes coordinating and administering construction contracts for the benefit of the Owner, but may also include, if provided in the contract, furnishing construction services to the Owner. The Construction Manager has direct responsibility and liability to the Owner for performing the Work as described by the contract documents.

8. Design-Build: A contract between the County and another party in which the other party agrees to both design and build the structure, roadway, or other item specified in the contract.

9. Job Order Contracting: A multi-year fixed unit-price contract which provides for issuance of task orders to accomplish alterations, renovations, building repairs and parking improvements for County facility projects. The preparation of construction design or bid documents are specifically excluded from the scope of the Job Order contract. Job Order contracts are subject to the limitations outlined in the Virginia Public Procurement Act.

10. Owner: The Board of County Supervisors of Prince William County and its officers and employees.

§600.03 Prequalification

(A) Pursuant to Virginia Code § 2.2-4317, any prequalification of vendors for construction shall be pursuant to a written prequalification process adopted by the County.

(B) The application form for prequalification shall set forth the criteria upon which the qualifications of vendors shall be evaluated. The application form shall only request information as is appropriate for an objective evaluation of all vendors under such criteria. The form shall show the vendor seeking prequalification to request, by checking the appropriate box, that all information voluntarily submitted by the vendor shall be considered a trade secret or proprietary information subject to the provisions of subsection D of Virginia Code § 2.2-4342.

(C) Advance notice shall be given of the need for submission of the prequalification application and shall be sufficiently in advance of the date set for the submission of bids so as to allow the established prequalification process to be accomplished.

(D) Within thirty (30) calendar days, the County shall notify, in writing, each vendor who has submitted a prequalification application, whether the vendor has been pre-qualified. In the event that a vendor is denied prequalification, the written notice to the vendor shall state the reasons for denying the vendor's pre-qualification and the factual basis of such reasons. The County's decision denying prequalification shall be final.

(E) The County may deny prequalification if it finds one of the following.

1. The vendor does not have sufficient financial ability to perform the contract that would result from the procurement. If a bond is required to ensure performance of a contract, evidence that the vendor can acquire a surety bond from a corporation included on the United States Treasury list of acceptable surety corporations in the amount and type required by the public body shall be sufficient to establish the financial ability of the vendor to perform the contract resulting from such procurement.

2. The vendor does not have appropriate experience to perform the construction project in question.

3. The vendor or any officer, director, or owner thereof has had judgments entered

against them within the past ten years for breach of contracts for construction, including, but not limited to, design-build or construction management.

4. The vendor has been in substantial noncompliance with the terms and conditions of prior construction contracts for the County or other public bodies without good cause.

5. The vendor or any officer, director, owner, project manager, procurement manager, or chief financial officer thereof, has been convicted within the last ten years of a crime related to construction or contracting.

6. The vendor or any officer, director, or owner thereof, is currently debarred from bidding by the County, the state, or an agency of the Federal government.

7. The vendor failed to provide any information relevant to subsections 1 through 6 of this section requested by the County in a timely manner.

§600.04 Prohibition of Certain Purchases from Architects and Engineers

(A) No building goods for any building or structure constructed by the County shall be sold by, or purchased from, any person employed as an independent contractor by the County to furnish architectural or engineering services, but not construction, for such building or structure or from any partnership, association, or corporation in which such architect or engineer has a personal interest as defined in Virginia Code § 2.2-3101.

(B) No building goods for any building or structure constructed by or for the County shall be sold by or purchased from any person who has provided, or is currently providing, design services specifying a sole source for such goods to be used in building a structure to such independent contractor employed by the County to furnish architectural or engineering services in which such person has a personal interest as defined in Virginia Code § 2.2- 3101.

§600.05 Bid Bonds

(A) The Chief Procurement Officer shall require that each bidder on a competitively bid procurement for construction estimated in excess of $500,000 submit, with its bid, a certified check ~~or a~~or a cashier's check payable to the County of Prince William, for

a sum not to exceed five percent (5%) of the bid total for construction contracts, as a guarantee that the bidder will enter into a contract for the goods or services sought should it be awarded the contract.

(B) Provided, however, that in lieu of a certified check it shall be sufficient that the bidder provide a corporate surety bond, issued by a company licensed to do business as a surety in Virginia, for a sum equal to the amount of any certified check which would otherwise have been required or cash escrow in the face amount required for the bond with a lending institution insured by the FDIC. The conditions of such bond shall be established by the Chief Procurement Officer, unless otherwise established by law. Noncompliance with this section shall require the rejection of the bid.

(C) Annual bid bonds may be accepted.

(D) No forfeiture under a bid bond for a construction contract shall exceed the lesser of (i) the difference between the bid for which the bond was written and the next low bid; or (ii) the face amount of the bid bond.

§600.06 Requirements for IFB

(A) Bids for construction shall be solicited by the Chief Procurement Officer by means of a formal Invitation for Bid (IFB).

(B) Instructions to bidders, plans, and specifications for the project, and proposed contracts for the work, shall be prepared by the Chief Procurement Officer in consultation with appropriate persons including architects, engineers, and other consultants who may be contracted by, or employed by the County for the purposes of any project or projects.

(C) Prior to distribution, all IFBs for construction shall be reviewed by the County Attorney.

(D) The IFB may be distributed by architects and engineers designated by the County in the IFB as responsible for the project.

(E) Construction bids shall require the successful contractor to carry all appropriate insurance as designated in the IFB.

(F) A person or firm which has been engaged as an architect or engineer for a

construction project under a separate contract shall not be eligible to bid or submit a proposal for the construction of the same project.

§600.07 Award or Rejection of Bids

(A) Contracts for construction with a value of more than $20 million shall be awarded by the Board of County Supervisors, in accordance with the regulations governing the award of bids generally. The Board may reject any or all bids without giving a reason, therefore.

(B) Construction contracts for less than $20 million may be awarded by the County Executive or his/her designee, in accordance with the regulations governing the award or rejection of bids generally and ~~–~~County policy. The Chief Procurement Officer may reject any or all bids without giving a reason, therefore.

(C) In addition, the Board may award a single Job Order Construction contract which provides for multiple task orders to accomplish alterations, renovations, building repair and parking improvements for County facilities projects up to $500,000 per project.

§600.08 Changes and Modifications to Construction Contracts

(A) A construction contract may include provisions for modification of the contract by issuance of change order during performance, but no contract may be increased by more than twenty-five percent (25%) of the original amount of the contract award, or $50,000, whichever is greater, without the advance written approval by the Board of County Supervisors.

(B) The head of the Using Department responsible for the contract may approve change orders provided:

1. No additional appropriations are required; and

2. Modifications or change order to contracts shall be approved by the Chief Procurement Officer in writing prior to commencement of work.

(C) The head of the Using Department with the concurrence of the Chief Procurement Officer, may authorize under written change order extension of time for completion

of the work.

(D) Unilateral modifications may be issued by the County for minor or administrative purposes.

§600.09 Payment and Performance Bonds

(A) The Chief Procurement Officer shall require any bidder for a construction contract in excess of $500,000, and may require any bidder, to execute a performance bond in an amount equal to one hundred percent (100%) of the price specified in the contract, solely for the protection of the County, conditioned upon the faithful performance of the work in strict conformity with the plans, specification, and conditions for same.

(B) The Chief Procurement Officer shall require any successful bidder for a construction contract in excess of $500,000, and may require any bidder, to execute a payment bond in an amount equal to one hundred percent (100%) of the price specified in the contract conditioned upon the faithful payment of all persons who have and fulfill contracts which are directly with the contractor for performing labor or furnishing materials in the prosecution of the work provided for in any such contract and shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of the work. "Labor or materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

(C) Any performance or payment bond required under these regulations shall be in the form of a certified check, cashier's check, a bond executed by a surety company authorized to do business as a surety in Virginia, or cash escrow in the face amount required for the bond by an institution insured by the Federal Deposit Insurance Corporation (FDIC).

§600.10 Restrictions on Asbestos Projects

The County shall not award a contract in connection with an asbestos project to a vendor which does not hold an asbestos contractor; roofing, flooring, or siding (RFS) contractor; inspector; management planner; or project designer license at the time the bid is submitted unless the General Contractor to whom the contract is awarded shall be contractually committed to have all asbestos related work performed by its own subcontractors who are appropriately licensed as asbestos contractors; RFS contractors; inspectors; management

planners; or project designers.

§600.11 Applicability of State and Federal Law

Contracts for construction of any building or for an addition to or improvement of an existing building for which State funds of $50,000 or more, either by appropriation, grant-in-aid, or loan, are used or to be used or all or part of the cost of construction shall be procured pursuant to Virginia Code § 2.2-4305. Other construction contracts which are subject to State and Federal law, shall be governed by these regulations where they do not conflict with such State and Federal law.

§600.12 Retainage

In any contract for construction that provides for progress payments in installments based upon an estimated percentage of completion, the County shall pay the contractor at least ninety-five percent (95%) of the earned sum when payment is due. The County may retain up to five percent (5%) of the earned sum to assure faithful performance of the contract by the contractor. All amounts withheld by the County shall be included in the final payment to the contractor.

§600.13 Deposit of Funds Retained in an Escrow Account

(A) Contracts in excess of $200,000 for the construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, and the installation of water, gas, sewer lines, and pumping stations where portions of the contract price are to be retained by the County, shall include in the bid proposal an option for the contractor to use an escrow account procedure for funds retained by the County pursuant to § 600.12 of these regulations.

(B) Any bidder who elects to use the escrow account procedure shall indicate this in its response to the IFB or RFP. Within fifteen (15) calendar days of notification by the Chief Procurement Officer that it has been awarded the contract, the contractor shall submit to the Chief Procurement Officer the executed Escrow Agreement that was included in the bid or proposal. The contractor shall forfeit its rights to use the escrow account procedure if the Escrow Agreement is not submitted to the Chief Procurement Officer within the fifteen (15) calendar day period.

(C) In order to have retained funds paid to an escrow agent, the contractor, the escrow

agent, and the surety shall execute the Escrow Agreement form. The contractor's escrow agent shall be a trust company, bank, or savings institution acceptable to the County with its principal office located in the Commonwealth of Virginia. The Escrow Agreement form shall contain the complete address of the escrow agent and surety, and the executed Escrow Agreement will be the authority for the County to make payment of retained funds to the escrow agent.

(D) After approving the Escrow Agreement, the County shall pay to the escrow agent the funds retained as provided herein except for funds retained for lack of progress, or other deficiencies on the part of the contractor will not be paid to the escrow agent. The escrow agent may, in accordance with the stipulation contained in the Escrow Agreement, invest the funds paid into the escrow account and pay earnings on such investments at time of final payment to the contractor or release the funds to the contractor provided such funds are fully secured by securities approved by the Chief Procurement Officer.

(E) Retained funds invested and securities held as collateral for retainage may be released only as authorized and directed by the Chief Procurement Officer. When the final progress payment is made to the contractor, the Chief Procurement Officer shall direct the escrow agent to settle the escrow account by paying the contractor or the County monies due them as determined by the Chief Procurement Officer. The Chief Procurement Officer reserves the right to recall retained funds and to release them to the surety upon receipt of written request from the contractor or in the event of default.

(F) This section shall not apply to construction contracts for railroads, public transit systems, runways, dams, foundations, installation, or maintenance of power systems for the generation of primary and secondary distribution of electric current ahead of the customer's meter, the installation or maintenance of telephone, telegraph, or signal systems for public utilities and the construction or maintenance of solid waste or recycling facilities and treatment plants.

(G) Any such construction contract, which includes payment of interest on retained funds, may include a provision whereby the contractor, exclusive of reasonable circumstances beyond the control of the contractor stated in the contract, shall pay a specified penalty for each day exceeding the completion date stated in the contract.

(H) Any subcontract for the construction of projects set out in subsection (A) of this section which provides for similar progress payments shall be subject the provisions

set forth in subsection (A) through (G) of this section.

§600.14 Contract Management and Design Build Contracts

(A) Special Definitions.

As used in this section, unless the context requires a different meaning:

"Complex project" means a construction project that includes one or more of the following significant components: difficult site location, unique equipment, specialized building systems, multifaceted program, accelerated schedule, historic designation, or intricate phasing or some other aspect that makes competitive sealed bidding not practical.

"Construction management contract" means a contract in which a party is retained by the County to coordinate and administer contracts for construction services for the benefit of the County and may also include, if provided in the contract, the furnishing of construction services to the County.

"Design-build contract" means a contract between a public body and another party in which the party contracting with the public body agrees to both design and build the structure, roadway or other item specified in the contract.

(B) While competitive sealed bidding remains the preferred method of construction contracting, the Board of County Supervisors may utilize competitive negotiation to enter into a contract for construction on a fixed price or not- to-exceed price design-build or construction management basis, provided the contract has implemented procedures consistent with those adopted by the Secretary of Administration for utilizing design-build or construction management contracts, pursuant to Virginia Code § 2.2-4382.

(C) Prior to determination as to the use of design-build or construction management for a specific construction project, the County shall have under contract, or employ, a licensed architect or engineer with professional competence appropriate to the project who shall advise the County regarding the use of design-build or construction management for that project and who will assist the County with the preparation of the RFP and the evaluation of proposals.

(D) A written determination shall be made in advance that competitive sealed bidding is not practicable or fiscally advantageous and there is a benefit to the County in using design- build or construction management contract for the construction project. The determination shall be in writing and included in the Request for Qualifications and maintained in the procurement file.

(E) Procedures adopted by the County for construction management pursuant to this section include the following requirements:

1. Construction management contracts may be utilized for projects where the project cost is expected to exceed the project cost threshold established in the procedures adopted by the Secretary of Administration for utilizing construction management contracts.

2. Construction management may be utilized on projects where the project cost is expected to be less than the project cost threshold established in the procedures adopted by the Secretary of Administration for utilizing construction management contracts, provided that (i) the project is a complex project and (ii) the project procurement method is approved by the local governing body. The written approval of the governing body shall be maintained in the procurement file;

3. Public notice of Request for Qualifications is posted on the County's procurement website at least 30 calendar days prior to the date set for receipt of Statements of Qualifications;

4. The construction management contract is entered into no later than the completion of the schematic phase of design, unless prohibited by authorization of funding restrictions;

5. Prior construction management or design-build experience or previous experience with the Virginia Department of General Services Bureau of Capital Outlay Management shall not be required as prerequisite for award of a contract. However, the County may consider the experience of each contractor on comparable projects;

6. Construction management contracts shall require that (i) no more than 10 percent of the construction work, as measured by the cost of the work, be performed by the construction manager with its own forces and (ii) the remaining

90 percent of the construction work, as measured by the cost of the work, be performed by subcontractors of the construction manager, which the construction manager shall procure by publicly advertised, competitive sealed bidding to the maximum extent practicable;

7. The procedures allow for a two-step competitive negotiation process; and

8. Price is a critical basis for award of the contract.

Procedures adopted by the County for design-build construction projects shall include a two- step competitive negotiation process consistent with the standards established by the Division of Engineering and Buildings of the Virginia Department of General Services for public bodies.

(F) Prior to issuing an RFP for any design-build or construction management contract the County shall incorporate procedures governing the selection, evaluation, and award of design-build and construction management contracts as outlined in this section and those developed for competitive negotiation in § 500.00 *et seq.* of these regulations; and

(G) The Chief Procurement Officer shall issue a written RFP by posting electronically on the County website, and advertising in a newspaper of general circulation in the County at least ten (10) calendar days preceding the date set for the receipt of proposals and may post physically in a designated location.

The RFP shall:

1. define the pre-design, design phase, bid phase and construction phase services to be performed by the design-builder or construction manager;

2. include and define the requirements of the specific construction project in areas such as site plans, floor plans, exterior elevations, basic building envelope materials, fire protection information plans, structural, mechanical (HVAC), and electrical systems, and special telecommunications;

3. specify the criteria which will be used in evaluating the proposals;

4. contain or incorporate by reference the applicable contractual terms and

conditions, including any unique capabilities or qualifications which will be required of offerors; and

5. include such other requirements as the County Executive or Chief Procurement Officer deems appropriate for the construction project.

(H) The RFP shall request of offerors only such information as is appropriate for an objective evaluation of all offerors pursuant to the specified RFP criteria.

(I) The Chief Procurement Officer shall receive and consider comments concerning specifications or other provisions in the RFP, prior to the time set for receipt of proposals.

(J) Each offeror shall submit a cost proposal and a technical proposal. Cost proposals shall be sealed separately from technical proposals. Cost proposals shall include a lump sum or guaranteed maximum prices for all requested services. Upon receipt of an offeror's technical and cost proposals, the offeror's cost proposal shall be secured by the Chief Procurement Officer and kept sealed until evaluation of all technical proposals is completed.

(K) The Selection Committee appointed by the County Executive shall evaluate each technical proposal and select two (2) or more offerors deemed to be fully qualified and best suited among those submitting proposals based on the criteria set forth in the RFP for further consideration. The Selection Committee shall hold discussions with each of the selected offerors exercising care to discuss the same owner information with each offeror. In addition, the Selection Committee shall not disclose any trade secret or proprietary information for which the offeror has properly invoked protection pursuant to Virginia Code § 2.2-4342(F).

(L) Upon completion of the discussions, the Selection Committee shall determine whether any changes to the proposals should be requested to correct errors or omissions or to clarify ambiguities, or to incorporate project improvements or additional details identified by the Selection Committee during its review. Offerors may submit revised technical proposals, as well as sealed modifications to their cost proposals. The Selection Committee will complete its evaluations of the revised technical proposals. Following opening of the cost proposals, the Selection Committee shall make its recommendation to the Chief Procurement Officer based upon the criteria included in the RFP. Award shall be made to the fully qualified offeror determined to offer the best value in response to the RFP.

(M) Should the Chief Procurement Officer determine in writing that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the other offerors under consideration, a contract may be negotiated and awarded to that offeror.

(N) Trade secrets or proprietary information provided by an offeror in response to a request for qualifications or a request for proposals shall not be disclosed to the public or to competitors, provided the offeror has invoked protection pursuant to Virginia Code.

(O) The County shall provide a report each year to the Director of the Virginia Department of General Services in accordance with Virginia Code § 2.2-4383(B).

(P) The County Executive may promulgate such additional procedures, not inconsistent with the provisions of this section or the rules and regulations of the Virginia Department of General Services Bureau of Capital Outlay Management, and consistent with the procedures for the procurement of nonprofessional services through competitive negotiation, as deemed necessary and appropriate to affect the selection and evaluation of offerors and the award of design-build and construction management contracts.

§700.00 PROFESSIONAL SERVICES

§700.01 Applicability

Professional services shall be procured by competitive negotiation as described in § 500.00 *et seq.* of these regulations and by the § 700.00 *et seq.* of these regulations. Where regulations set forth in § 700.00 *et seq.* of these regulations conflict with any other provision of these regulations, the provisions of § 700.00 *et seq.* of these regulations shall govern.

§700.02 Use of Request for Proposal

A Request for Proposal (RFP) shall be used to solicit professional services for the County.

§700.03 Format for Requests for Proposals

(A) Written RFPs shall specify the factors which will be used in evaluating the proposal.

(B) Estimates of cost or man-hours shall not be solicited prior to the discussion stage for professional services.

§700.04 Discussions and Interviews

(A) The Selection Committee shall engage in individual discussions with two (2) or more offerors, deemed fully qualified, responsible, and suitable on the basis of initial responses with emphasis on professional competence, to provide the required services. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the Selection Committee may discuss non-binding estimates of costs and man-hours. Repetitive informal interviews are permissible.

(B) No information may be conveyed to any offeror that was submitted by any other offeror in the conduct of such discussions and interviews.

(C) Proposals may be modified or withdrawn at any time prior to the conclusion of the discussions entered into.

§700.05 Selection of Best Qualified Offerors

(A) Following discussions as provided in § 700.04 of these regulations, on the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the Selection Committee shall rank, in the order of its preference, offerors whose professional qualifications and proposed services are deemed adequate to meet contract requirements as stated in the RFP.

(B) The Chief Procurement Officer shall solicit a formal cost proposal from the offeror ranked first.

(C) Negotiations shall then be conducted with this offeror.

(D) Should the Selection Committee determine in writing and its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

§700.06 Award of Contract

(A) If negotiations with the best qualified offeror are successful, the contract should be awarded to that offeror.

(B) Professional services estimated to cost or have a value of $80,000 or more, shall be contracted for only with the approval of the Board of County Supervisors, notwithstanding ~~-~~those funds may have been budgeted and appropriated, unless the Board specifically delegates this authority by resolution.

§700.07 Negotiations with Additional Offerors

(A) If a contract cannot be agreed upon between the County and the first ranked offeror, negotiations with the offeror ranked first shall be formally terminated, a written record stating the reasons therefore shall be placed in the file, and the Chief Procurement Officer shall advise the offeror of the termination of negotiations.

(B) Upon failure of negotiations to produce an acceptable contract, the County negotiator may enter into negotiations with the second ranked offeror as determined by the Selection Committee's recommendation to the approving authority. If negotiations with such offeror again fail, the negotiator shall terminate the negotiations, and commence negotiations with the next ranked offeror.

(C) If all negotiations fail to produce a contract with any of the ranked offerors, the Selection Committee may make additional recommendations to the approving authority.

§700.08 Architectural and Professional Engineering Term Contracting Limitations

A contract for architectural or professional engineering services relating to construction projects may be negotiated by the County for multiple projects in accordance with the Virginia Public Procurement Act (VPPA), Virginia Code § 2.2-4303.1

§800.00 EQUAL OPPORTUNITY, SMALL BUSINESS AND SUPPLIER DIVERSITY

§800.01 Equal Opportunity and Non-Discrimination

The County shall not discriminate against any person on the basis of race, religion, color, sex, national origin, age, disability, status as a service-disabled veteran, political affiliation, or other basis prohibited by state law.

§800.02 Small Business and Supplier Diversity

Within the limits of the funds appropriated, and as required by Virginia Code § 2.2-4310 and the other applicable Federal or State law, the Chief Procurement Officer shall cooperate with the Department of Small Business and Supplier Diversity in promoting the purposes of that Department.

§800.03 Employment Services Organizations and Nonprofit Organizations

Pursuant to Virginia Code § 2.2-4344(A)(1), as amended, the Chief Procurement Officer may waive application of these regulations when acquiring goods and services (i) which are performed or produced by persons or in schools or workshops, under the supervision of the Virginia Department for the Blind and Visually Impaired; or (ii) which are performed or produced by employment services organizations or other nonprofit organizations that offer transitional or supported employment services serving individuals with disabilities under the supervision of the Virginia Department of Employment Services and Special Programs and the United States Department of Labor, as evidenced by possession of a National Accreditation Certificate issued by the Commission on Accreditation of Rehabilitation Facilities.

§800.04 Faith-Based Organizations

The County shall not discriminate against faith-based organizations

§900.00 DISPOSAL OF SURPLUS PROPERTY

§900.01 General

(A) Surplus property is defined as personal property including, but not limited to, goods or seized property, where legal claim is established, and recyclable items, that no longer contribute to a Using Department's core business and to the County's desired outcomes. In accordance with the Virginia Department of General Services Agency Purchasing and Surplus Property Manual (APSPM) (Chapter 12), trade-ins are not considered as surplus property. Refer to the County's Asset Disposal Procedure for applicable authorization thresholds related to disposal of surplus property. Hazardous Waste must follow the Department of Environmental Quality Regulations per APSPM Chapter 12.8.

(B) The Using Department (including Internal Service Agencies when applicable) shall identify surplus property and request authorization to dispose of surplus property from the Chief Financial Officer/Director of Finance or designee prior to disposal, with the exception of the Internal Service Agency related assets (Refer to the County's Asset Disposal Procedure). Justification for declaring property to be Surplus Property includes a determination that such property is non-repairable, unsalvageable, obsolete, requires excessive storage costs, or no longer meets the Using Department's core business needs or the County's desired outcomes.

(C) As defined in § 100.05 of these regulations, the Chief Financial Officer/Director of Finance is authorized to sell, trade, transfer or otherwise dispose of any surplus property which is the property of the Board of County Supervisors, whether donated or acquired in whole or in part using County funds in accordance with Virginia Code § 2.2-1124, and Federal and State laws, regulations, and/or grant guidelines. For the purpose of this section, the Chief Financial Officer/Director of Finance may authorize a designee to approve the disposal of surplus property. The Chief Financial Officer/Director of Finance shall review all disposals to ensure all disposals are in compliance with Virginia laws and regulations.

(D) Upon receipt of written authorization from the Chief Financial Officer/Director of Finance or designee, the head of the Using Department is responsible for storage, maintenance, and safekeeping of all surplus property in its charge, and for the transportation of surplus property (if needed) within the County for disposal.

§900.02 Sales and Other Disposal of Property

(A) The County's Asset Disposal Procedure approved by the Chief Financial Officer/Director of Finance addresses a cost-efficient manner of disposing surplus property. Any deviation from that procedure requires submission of a business justification and approval by the Chief Financial Officer/Director of Finance or designee.

(B) Whenever any organization/individual acquires property that has been disposed of by the County and is required to remove such property from premises, the acquirer of such property shall execute a written agreement to indemnify and hold the County (including any departments, officials, personnel, volunteers, etc.) harmless and defend from any and all liability which may be incurred during the removal of the property. The Chief Financial Officer/Director of Finance or designee shall be provided with evidence of an existing liability insurance policy covering the risks potentially involved, a worker's compensation insurance policy or any other applicable insurance policy as deemed appropriate by the County.

(C) The Using Department shall maintain documentation per the Library of Virginia, Record Retention and Disposition Schedule (General Schedule No. 16).

§900.03 Methods for Disposal of Surplus Property

The Code of Virginia provides multiple methods of disposal of surplus property. Refer to the County's Asset Disposal Procedure for methods of disposal of surplus property.

§1000.00 PROJECTS PROPOSED PURSUANT TO THE PUBLIC–PRIVATE EDUCATION FACILITIESAND INFRASTRUCTURE ACT OF 2002 OR THE PUBLIC-PRIVATE TRANSPORTATION ACT OF 1995

§1000.01 Introduction

(A) The Public-Private Education Facilities and Infrastructure Act of 2002, Virginia Code § 56-575.1 *et seq.* (the "PPEA") and the Public-Private Transportation Act of 1995, Virginia Code § 33.2-1800 *et seq.* (the "PPTA") (together, the "Acts") grant the County, a responsible public entity as defined in the Acts, the authority to create public-private partnerships for the development of a wide range of projects for public use if the County determines there is a public need for the project and that private involvement may provide the project to the public in a timely or cost-effective fashion. Individually negotiated comprehensive agreements between an operator, as defined in the Acts, and the County will define the respective rights and obligations of the County and the private operator. Although guidance with regard to the application of the PPEA and PPTA is provided here, it will be incumbent upon the County and all private entities to comply with the provisions of the PPEA or PPTA as applicable.

(B) In order for a project to come under the PPEA or the PPTA, it must meet the definition of a "qualifying project" as defined in the applicable Act.

(C) The Acts establish requirements that the County must adhere to when reviewing and approving proposals received pursuant to the PPEA or the PPTA. In addition, the Acts specify the criteria that must be used to select a proposal and the contents of the comprehensive agreement detailing the relationship between the County and the private entity. Any proposal received or solicited by the County pursuant to either the PPEA or the PPTA will be reviewed in accordance with the applicable Act and these regulations as they may apply.

(D) The Board of County Supervisors adopted these regulations effective July 1, 2003, to implement the PPEA and the PPTA. Therefore, in accordance with Board directive, the County Executive will follow this policy to receive and evaluate any proposal submitted to the County under the provisions of the PPEA or the PPTA. The Board must adopt any amendments to these regulations.

(E) The County Executive is authorized to designate a working group to be responsible for evaluating proposals and negotiating the comprehensive agreement.

(F) The individual designated by the County Executive to serve as the point of contact for implementation of procedures, to receive proposals submitted under the PPEA or the PPTA and to respond to inquiries regarding the PPEA or the PPTA or this policy shall be the Chief Procurement Officer.

§1000.02 General Provisions

(A) Proposal Submission.

1. A proposal under either Act may be either solicited by the County or delivered by a private entity on an unsolicited basis. Proposers may be required to follow a two-part proposal submission process consisting of a conceptual phase and a detailed phase, as described herein.

2. The Acts allow private entities to include innovative financing methods, including the imposition of user fees or service payments, in a proposal. Such financing arrangements may include the issuance of debt instruments, equity or other securities or obligations. Proposals may include, if applicable, the portion of the tax-exempt private activity bonds.

3. Proposals should be prepared simply and economically, providing a concise description of the proposer's capabilities to complete the proposed qualifying project and the benefits to be derived from the project by the County. Project benefits to be considered are those occurring during the construction, renovation, expansion, or improvement phase and during the life cycle of the project. Proposals also should include a comprehensive scope of work and a financial plan for the project, containing enough detail to allow an analysis by the County of the financial feasibility of the proposed project. The County may, at any time, require the proposer to provide additional information and clarification to the submission.

(B) Affected Local Jurisdictions.

The term “affected local jurisdiction” means any county, city, or town in which all or a portion of a qualifying project or qualifying transportation facility is located or with respect to the PTA, any other public entity directly affected by a qualifying

transportation facility. Any private entity requesting approval from or submitting a conceptual or detailed proposal to the County must provide any other affected jurisdiction with a copy of the private entity's request or proposal by certified mail, express delivery, or hand delivery within five (5) business days of submission of the proposal to the County. Evidence of the delivery of the proposal to any other affected local jurisdiction shall be provided to the County within five (5) business days of such delivery. Any affected jurisdiction shall have sixty (60) calendar days from the receipt of the request or proposal to submit written comments to the County and to indicate whether the proposed qualifying project is compatible with the (i) jurisdiction's comprehensive plan, (ii) jurisdiction's infrastructure development plans, and (iii) capital improvements budget or other government spending plan. Comments received within the sixty (60) day period shall be given consideration by the County, and no negative inference shall be drawn from the absence of comment by an affected jurisdiction. The County may begin or continue its evaluation of any such proposal during the sixty (60) day period for the receipt of comments from other affected local jurisdictions. In providing the request or proposal to the affected local jurisdictions, the private entity may withhold information that the Agency has deemed to be confidential and not subject to release under the Virginia Freedom of Information Act, Virginia Code § 2.2-3700 *et seq.*

(C) Proposal Review Fee.

No fee will be charged to process, review, or evaluate any solicited proposal submitted.

A review fee will be charged to a private entity submitting an Unsolicited Proposal to the County, to cover the County's costs of processing, reviewing, and evaluating the proposal. Such cost includes but are not limited to County staff time, the cost of any materials or supplies expended, and the cost of any outside advisor or consultants, including but not limited to attorneys, consultants, financial technical advisors, used by the County in its sole discretion to assist in processing, reviewing, or evaluating the proposal.

For unsolicited proposals and competing proposals, review fees shall be imposed on the reasonably anticipated costs to the County in accordance with the following schedule: 1) Initial fee. Payment of an initial fee shall be submitted with the initial proposal or competing proposal. The initial fee shall be two and one-half percent (2.5%) of the reasonably anticipated cost of processing the proposal but shall be no less than $5,000 nor more than $50,000, regardless of the anticipated cost. The

County may accept the $5,000 minimum fee with the balance due and payable prior to proceeding beyond the initial review stage. 2) Reimbursement of excess fees paid. In the event the total fees paid by the private entity exceed the County's total costs incurred in processing, reviewing, and evaluating the proposal, the County shall reimburse the difference. Otherwise, the County shall retain all fees paid. If during the initial review, the County decides not to proceed to the conceptual stage review of an unsolicited proposal, the proposal fee, less any direct cost of the initial review shall be refunded.

(D) Freedom of Information Act.

1. Generally, proposal documents submitted by private entities are subject to the Virginia Freedom of Information Act (FOIA), Virginia Code § 2.2-3700 *et seq.* Virginia Code § 2.2-3705.6(11), exempts certain documents from public disclosure. FOIA exemptions, however, are discretionary, and the County may elect to release some or all documents except to the extent the documents are:

   (a) Trade secrets of the private entity as defined in the Uniform Trade Secrets Act Virginia Code § 59.1- 336 *et seq.*;

   (b) Financial records of the private entity that are not generally available to the public through regulatory disclosure or otherwise, including but not limited to, balance sheets and financial statements; or

   (c) Other information submitted by a private entity, where if the record or document were made public prior to the execution of an interim or comprehensive agreement the financial interest or bargaining position of the public or private entity would be adversely affected.

   Additionally, to the extent access to proposal documents submitted by private entities are compelled or protected from disclosure by a court order, the County must comply with the order.

2. Subsection 56-575.4 (G) of the PPEA and subsection 33.2-1803 (H) of the PPTA imposes an obligation on the County and any affected jurisdiction to protect confidential proprietary information submitted by a private entity or operator pursuant to Virginia Code § 2.2-3705.6 (11). When a private entity requests that the County not disclose information, the private entity must (i) invoke the

exclusion when the data or materials are submitted to the County or before such submission, (ii) identify the data and materials for which protection from disclosure is sought, and state why the exclusion from disclosure is necessary. A private entity may request and receive a determination from the County as to the anticipated scope of protection prior to submitting the proposal. The County is authorized and obligated to protect only confidential proprietary information, and thus will not protect any portion of a proposal from disclosure if the entire proposal has been designated confidential by the proposer without reasonably differentiating between the proprietary and non- proprietary information contained therein.

Before a document of a private entity may be withheld from disclosure, the private entity must make a written request to the responsible public entity at the time the documents are submitted designating with specificity the documents for which the protection is being sought and a clear statement of the reasons for invoking the protection with reference to one (1) or more of three classes of records listed in subsection (D)1 of this section.

3. Upon the receipt of a written request for protection of documents, the County shall determine whether the documents contain (i) trade secrets, (ii) financial records, or (iii) other information that would adversely affect the financial interest or bargaining position of the County or private entity in accordance with subsection (D)1 of this section. The County shall make a written determination of the nature and scope of the protection to be afforded by the County under this subdivision. If the written determination provides less protection than requested by the private entity, the private entity should be accorded an opportunity to withdraw its proposal. Nothing shall prohibit further negotiations of the documents to be accorded protection from release although what may be protected must be limited to the categories of records identified in subsection (D)1 of this section.

   Once a written determination has been made by the responsible public entity, the documents afforded protection under this subdivision shall continue to be protected from disclosure when in the possession of the County or any affected local jurisdiction.

   Cost estimates relating to a proposed procurement transaction prepared by or for a responsible public entity shall not be open to public inspection.

4. Protection from mandatory disclosure for certain documents produced by the responsible public entity.

   Memoranda, staff evaluations, or other records prepared by or for the responsible public entity, its staff, outside advisors or consultants, exclusively for the evaluation and negotiation of proposals may be withheld from disclosure if the disclosure of such records required by the PPEA or PPTA would adversely affect the financial interest or bargaining position of the responsible public entity or private entity, and the basis for the determination of adverse effect is documented in writing by the responsible public entity.

   Cost estimates relating to a proposed procurement transaction prepared by or for a responsible public entity shall not be open to public inspection.

5. If a private entity fails to designate, or fails to properly designate, confidential or proprietary information, records, or documents for protection from disclosure, such information, records, or documents shall be subject to disclosure under FOIA.

6. A responsible public entity may not withhold from public access:

   (a) procurement records other than those subject to the written determination of the responsible public entity;

   (b) information concerning the terms and conditions of any interim or comprehensive agreement, service contract, lease, partnership, or any agreement of any kind executed by the responsible public entity and the private entity;

   (c) information concerning the terms and conditions of any financing arrangement that involves the use of any public funds; or

   (d) information concerning the performance of any private entity developing or operating a qualifying project.

   However, to the extent that access to any procurement record or other document or information is compelled or protected by a court order, then the responsible public entity must comply with such order.

(E) Use of Public Funds.

Virginia constitutional and statutory requirements and County ordinances and policies as they apply to appropriation and expenditure of public funds apply to any comprehensive agreement entered into under the Acts. Accordingly, the processes and procedural requirements associated with the expenditure or obligation of public funds shall be incorporated into planning for any PPEA or PPTA project or project(s).

(F) Proposals submitted in accordance with the requirements herein shall be posted by the County within ten (10) business days after acceptance such proposals by the Board. Posting shall be on the County's website and by publication in a newspaper of general circulation in the area in which the contract is to be performed with a summary of the proposal(s) and the location where copies of the proposal(s) are available for inspection. A copy of the proposal shall also be made available for public inspection by Procurement Services, the County's website will be the primary location of such documents.

(G) Applicability of Other Laws.

Nothing in the PPEA or PPTA shall affect the duty of the County to comply with all other applicable laws not in conflict with the PPEA or the PPTA. The applicability of the Virginia Public Procurement Act (the "VPPA") is as set forth in the PPEA and the PPTA.

§1000.03 Solicited Proposals

(A) The County may invite bids or proposals from private entities to acquire, design, construct, improve, renovate, expand, equip, maintain, or operate qualifying projects or a qualifying transportation facility. The County may use a two-part process consisting of an initial conceptual phase and a detailed phase. The County will set forth in the solicitation the format and supporting information that is required to be submitted, consistent with the provisions of the applicable Act.

(B) The solicitation will specify, but not necessarily be limited to, information and documents that must accompany each proposal and the factors that will be used in evaluating the submitted proposals. The solicitation shall be posted in such public areas as are normally used for posting of the County's notices, the County's website is the primary method of notification. The solicitation will also contain or incorporate

by reference other applicable terms and conditions, including any unique capabilities or qualifications that will be required of the private entities submitting proposals. Pre-proposal conferences may be held as deemed appropriate by the County.

§1000.04 Unsolicited Proposals

(A) The PPEA and the PPTA permit the County to receive and evaluate unsolicited proposals from private entities to acquire, design, construct, improve, renovate, expand, equip, maintain, or operate a qualifying project or a qualifying transportation facility.

(B) The County may publicize its needs and may encourage or notify interested parties to submit proposals subject to the terms and conditions of the PPEA or PPTA. When such proposals are received without issuance of a solicitation, the proposal shall be treated as an unsolicited proposal.

(C) Decision to Accept and Consider Unsolicited Proposal.

1. The County reserves the right to reject any and all proposals at any time.

2. Upon receipt of any unsolicited proposal or group of proposals and payment of the required fee by the proposer or proposers, the County will determine whether to accept the unsolicited proposal for publication and conceptual-phase consideration. If the County determines not to accept the proposal and not proceed to publication and conceptual-phase consideration, it shall return the proposal, together with all fees and accompanying documentation, to the proposer.

3. If the County chooses to accept an unsolicited proposal for conceptual-phase consideration, it shall post a notice within ten (10) business days on its website or in a public area regularly used by the County for posting of public notices for a period of not less than forty-five (45) calendar days. The County website shall be the primary means of notification. The County shall also publish the same notice in one or more newspapers or periodicals of general circulation in the County to notify any parties that may be interested in submitting competing unsolicited proposals. Interested parties shall have forty-five (45) calendar days from the date the notice is published to submit competing unsolicited proposals. The notice shall state that the County (i) has received and accepted an unsolicited

proposal under the PPEA or PPTA, (ii) intends to evaluate the proposal, (iii) may negotiate an interim or comprehensive agreement with the proposer based on the proposal, and (iv) will accept for simultaneous consideration any competing proposals that comply with the procedures adopted by the County and the PPEA or PPTA. The notice will summarize the proposed qualifying project or project or qualifying transportation facility and identify their proposed locations.

(D) Initial Review at the Conceptual Stage.

1. Only proposals complying with the requirements of the PPEA or PPTA that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format will be considered by the County for further review at the conceptual stage.

2. The County will determine at this initial stage of review whether it will proceed using:

   (a) Standard “procurement procedures consistent with the VPPA; or

   (b) Procedures developed by the County that are consistent with procurement of other than professional services through "competitive negotiation" as the term is defined in Virginia Code §2.2-4301. The County may proceed using competitive negotiation procedures only if it makes a written determination that doing so is likely to be advantageous to the County and the public based upon either (i) the probable scope, complexity, or urgency of need, or (ii) the risk sharing, added value, increase in funding, or economic benefit from the project would otherwise not be available.

3. After reviewing the original proposal and any competing unsolicited proposals submitted during the notice period, the County may determine:

   (a) Not to proceed further with any proposal;

   (b) To proceed to the detailed phase of review with the original proposal;

   (c) To proceed to the detailed phase with a competing proposal; or

(d) To proceed to the detailed phase with multiple proposals.

§1000.05 Unsolicited Proposal Preparation and Submission

(A) Format for Submissions at the Conceptual Stage.

The County shall require that unsolicited proposals at the conceptual stage contain the following information in the following format plus such other information as the County may reasonably request to complete its review or to comply with the requirements of the PPEA or PPTA:

1. Qualifications and Experience.

(a) Identify the legal structure of the firm or consortium of firms making the proposal. Identify the organizational structure for the project, the management approach and how each partner and major subcontractor in the structure fits into the overall team. All members of the offeror's team, including major subcontractors known to the proposer must be identified at the time a proposal is submitted for the conceptual stage.

(b) Describe the experience of the firm or consortium of firms making the proposal, the key principals and project managers involved in the proposed project including experience with projects of comparable size and complexity, including prior experience bringing similar projects to completion on budget and in compliance with design, land use, service, and other standards. Describe the length of time in business, business experience, public sector experience, and

(c) other engagements of the firm or consortium of firms. Include the identity of any firms that will provide design, construction, and completion guarantees and warranties, and a description of such guarantees and warranties.

(d) Provide the names, prior experience, addresses, telephone numbers and e-mail addresses of persons within the firm or consortium of firms who will be directly involved in the project or who may be contacted for further information.

(e) Provide a current or most recently audited financial statement of the firm or firms and each partner with an equity interest of twenty percent (20%) or greater.

(f) Identify any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to the Virginia State and Local Government Conflict of Interests Act, Virginia Code § 2.2-3100 *et seq.*

(g) Identify the proposed plan for obtaining a sufficient number of qualified workers in all trades or crafts required for the project.

(h) For each firm or major subcontractor that will perform construction and/or design activities, provide a sworn certification by an authorized representative of the firm attesting to the fact that the firm is not currently debarred or suspended by any Federal, State, or Local governmental entity.

2. Project Characteristics.

(a) Provide a description of the project, including the conceptual design. Describe the proposed project in sufficient detail so that type and intent of the project, the location, and the communities that may be affected are clearly identified.

(b) Identify and fully describe any work to be performed by the County or any other public entity.

(c) Include a list of all Federal, State, and County permits and approvals required for the project and a schedule for obtaining such permits and approvals.

(d) Identify any anticipated adverse social, economic, environmental, and transportation impacts of the project measured against the County's comprehensive plan, and applicable County ordinances, design and construction standards, and policies. Specify the strategies or actions to mitigate known impacts of the project.

(e) Identify the projected positive social, economic, environmental, and transportation impacts of the project measured against the County's comprehensive land use plan and applicable County ordinances, design and construction standards, and policies.

(f) Identify the proposed schedule for the work on the project, including sufficient time for the County's review, any State department or agency review, and the estimated time for completion.

(g) Propose allocation of risk and liability, and assurances for timely completion of the project.

(h) State all assumptions related to ownership, legal liability, law enforcement, and operation of the project, and the existence of any restrictions on the County's use of the project.

(i) Provide information relative to any phased opening(s) of the proposed project.

(j) List any other assumption(s) relied on for the project to be successful.

(k) List any contingency(ies) that must occur for the project to be successful.

3. Project Financing.

(a) Provide a preliminary estimate and estimating methodology of the cost of the work by phase, segment, or both.

(b) Submit a plan for the development, financing, and operation of the project showing the anticipated schedule on which funds will be required. Describe the anticipated costs of and proposed sources and uses for such funds, including any anticipated debt service costs. The operational plan should include appropriate staffing levels and associated costs based upon the County's adopted operational standards.

(c) Include a list and discussion of any assumptions underlying all major

elements of the plan. Assumptions should include all fees associated with financing given the recommended financing approach.

(d) Identify the proposed risk factors and methods for dealing with these factors. Describe methods and remedies associated with any financial default.

(e) Identify any County, State, or Federal resources, including, but not limited to, financial resources, that the proposer contemplates requesting for the project along with an anticipated schedule of resource requirements. Describe the total commitment, if any, expected from governmental sources and the timing of any anticipated commitment, both one-time and on-going.

(f) Identify the need, if any, for the County to provide either its general obligation or moral obligation backing. The underlying assumptions should address this need or state that the credit would be via a "Service Agreement," for example. Any debt issuance should be expected to receive an investment grade rating from a nationally recognized statistical rating agency. If the natural rating is not investment grade, the County may require the use of credit enhancements.

(g) Outline what impact, if any, a drop in interest rates would have on the ultimate annual project cost. Indicate if there is a method to refinance for cost savings or does the firm only receive benefit of this potential?

(h) Provide a breakout/breakdown of the fees to be paid to any underwriting firm(s) and the type of obligation the firm(s) is using with a financing component. Be specific as to tax-exempt, taxable, floating rate, fixed rate, etc.

4. Project Benefit and Compatibility.

(a) Identify who will benefit from the project, how they will benefit, and how the project will benefit the County and the overall community. Describe any anticipated significant benefits to the community and the County, including anticipated benefits to the economic, social, environmental,

transportation, etc., condition of the County and whether the project is critical to attracting or maintaining competitive industries and businesses to the County.

(b) Identify any anticipated public support or opposition, as well as any anticipated Federal, State, and/or Local government support or opposition (including that in any affected jurisdiction), for the project.

(c) Explain the strategy and plans, including the anticipated timeline that will be carried out to involve and inform the general public, business community, and governmental agencies in areas affected by the project.

(d) Compatibility with the County's and/or affected jurisdiction's local comprehensive plan (including applicable environmental, land use, and facility standards ordinances), infrastructure development plans, transportation plans, the capital improvements plan, and capital budget or other government spending plan.

5. Any additional information as the County may request.

(B) Format for Submissions at the Detailed Stage.

If the County decides to proceed to the detailed phase of review with one or more proposals, the following information should be provided by the private entity unless waived by the County in writing:

1. A topographical map (1:2,000 or other appropriate scale) depicting the location of the proposed project.
2. A list of public utility facilities, if any, that will be crossed by the qualifying project and a statement of the plans of the proposer to accommodate such crossings.

3. A statement and strategy setting out the plans for securing all necessary property and/or easements. The statement must include the names and addresses, if known, of the current owners of the subject property as well as a list of any property the proposer intends to request the County or affected jurisdiction to condemn.

4. A detailed listing of all firms, along with their relevant experience and abilities, that will provide specific design, construction, and completion guarantees and warranties, and a brief, thorough description of such guarantees and warranties along with a record of any prior defaults for performance.

5. A total life-cycle cost, including maintenance, specifying methodology, and assumptions of the project or projects including major building systems (e.g., electrical, mechanical, etc.), and the proposed project start date. The life-cycle cost includes the anticipated commitment of all parties; equity, debt, and other financing mechanisms; and a schedule of project revenues and project costs. The life-cycle cost analysis should include, but not be limited to, a detailed analysis of the projected return, rate of return, or both, expected useful life of facility and estimated annual operating expenses using County adopted service levels and standards.

6. A detailed discussion of assumptions about user fees or rates, lease payments, and other service payments, and the methodology and circumstances for changes, and usage of the projects over the useful life of the projects.

7. Identification of any known Federal, State, or Local government support or opposition, or general public support or opposition for the project. Government or public support should be demonstrated through resolution of official bodies, minutes of meetings, letters, or other official communications.

8. Demonstration of consistency with appropriate County and/or affected jurisdiction comprehensive plans (including applicable environmental, land use and facility standards ordinances), infrastructure development plans, transportation plans, the capital improvement plan, and capital budget, or indication of the steps required for acceptance into such plans.

9. Explanation of how the proposed project would impact the County's or affected jurisdiction's development plans.

10. Identification of any known conflicts of interest or other factors that may impact the County's consideration of the proposal, including the identification of any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project

pursuant to the Virginia State and Local Government Conflict of Interests Act, Virginia Code § 2.2-3100 *et seq.*

11. Additional material and information as the County may in its sole discretion request.

§1000.06 Proposal Evaluation and Selection Criteria

In evaluating any request or proposal, the County may rely upon internal staff reports or the advice of outside advisors or consultants. Some or all of the following items, along with the specified information required under § 1000.05 (A) and (B) of these regulations, shall be considered in the evaluation and selection of PPEA and PPTA proposals. The County, however, reserves and retains the right to reject any request or proposal at any time for any reason whatsoever. The County shall solicit public comment and/or hold a public hearing as required by the applicable Act. Prior to entering into an interim or comprehensive agreement a public hearing must be held on the proposals.

(A) Qualifications and Experience**.**

Factors to be considered in either phase of the County's review to determine whether the proposer possesses the requisite qualifications and experience may include, but are not limited to:

1. Experience, training, and preparation with similar projects;
2. Demonstration of the ability to perform work;
3. Demonstrated record of successful past performance, including timeliness of project delivery, compliance with plans and specifications, quality of workmanship, cost- control, project safety, responding and addressing client concerns in a timely manner, and ability to work successfully and professionally with other project partners;
4. Demonstrated conformance with applicable Federal, State, and Local laws, codes, ordinances, standards, regulations, requirements, policies, and contracts/agreements on past projects;
5. Leadership structure;
6. Project manager's experience and the experience of other key project personnel;
7. Management approach;

8. Financial condition; and
9. Project ownership.

(B) Project Characteristics**.**

Factors to be considered in determining the project characteristics may include, along with the specified information required under § 1000.05 (A) and (B) of these regulations, but are not necessarily limited to, the following:

1. Project definition;
2. Proposed project schedule;
3. Operation of the project;
4. Technology; technical feasibility;
5. Conformity to Federal, State, County or affected jurisdiction laws, codes, ordinances, regulations, requirements, policies, and standards;
6. Environmental impacts;
7. Condemnation impacts;
8. State and local permits; and
9. Maintenance of the project.

(C) Project Financing.

Factors to be considered in determining whether the proposed project financing allows adequate access to the necessary capital to finance the project may include:

1. Cost and cost benefit to the County;
2. Financing and the impact on the debt or debt burden of the County;
3. Financial plan including overall feasibility and reliability of plan;
4. Estimated cost; including debt source, operating costs, etc.;
5. Life-cycle cost analysis;
6. The identity, credit history, and past performance of any third party that will provide financing for the project and the nature and timing of their commitment, as applicable; and
7. Such other items as the County deems appropriate.

(D) Project Benefit and Compatibility**.**

Factors to be considered in determining the proposed project's compatibility with the County's, affected jurisdictions or regional comprehensive or development plans may include,

1. Community benefits;
2. Community support or opposition, or both;
3. Public involvement and information strategy;
4. Compatibility with existing and planned facilities;
5. Compatibility with County, regional, and state economic development efforts; and
6. Compatibility with County's and affected jurisdiction's comprehensive plan.

(E) Other Factors.

Other factors that may be considered in the evaluation and selection of proposals include, but may not be limited to:

1. The proposed cost of the qualifying project;
2. The proposed design of the qualifying project;
3. Local citizen and government comments;
4. Public benefit(s); including whether the project will lead to productivity or efficiency improvements in the County's processes or delivery of services to the public; and
5. Other criteria that the County deems appropriate.

§1000.07 Interim and Comprehensive Agreements

(A) The County shall not be obligated in any manner for any part or phase of a project prior to entering into a properly executed interim or comprehensive agreement. All interim and comprehensive agreements are subject to Board of County Supervisors' approval. Any changes to the terms of an executed agreement shall be in the form of a written amendment.

(B) Interim Agreement Terms.

Interim agreements may be used when it is necessary or advisable to segment a project into phases to produce distinct and clear deliverables to keep the project moving forward to the development of a comprehensive agreement. An interim agreement may not be used to have the County assume risks that should be assumed by the proposer or to pay costs attributable to the private entity's efforts in making the proposal.

Development of an interim agreement is in the sole discretion of the County and in no way limits the rights reserved by the County to terminate the evaluation of any or all proposals at any time.

The terms of the interim agreement may:

1. Permit the private entity to commence activities for which it may be compensated relating to the proposed qualifying project or qualifying transportation facility, including, but not limited to, project planning and development, design and engineering, environmental analysis and mitigation, surveying, and ascertaining the availability of financing for the proposed facility or facilities;

2. Establish the process and timing of the negotiation of the comprehensive agreement; and

3. Contain any other provision relating to any aspect of the development or operation of a qualifying project that the parties deem appropriate.

(C) Prior to acquiring, designing, constructing, improving, renovating, expanding, equipping, maintaining, or operating the qualifying project, the selected proposer shall enter into a written contract with the County. Each contract shall define the rights and obligations of the County and the selected proposer with regard to the project.

(D) The terms of the contract shall be tailored to address the specifics of the project and shall include but not be limited to:

1. The delivery of maintenance, performance, and payment bonds or letters of credit in connection with any acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the qualifying project;

2. The review and approval of plans and specifications for the qualifying project by the County and any Federal or State department or agency;

3. The rights of the County to inspect the qualifying project to ensure compliance with the contract and any development plans and specifications and the rights of the County to any third-party inspection, including any reports;

4. The maintenance of a policy or policies of liability insurance or self-insurance reasonably sufficient to insure coverage of the project and the tort liability to the public and employees and to enable the continued operation of the qualifying project;

5. The monitoring of the practices of the operator by the County to ensure proper maintenance, safety, use, and management of the qualifying project;

6. The terms under which the operator will reimburse the County for services provided;

7. The policy and procedures that will govern the rights and responsibilities of the County and the operator in the event that the contract is terminated or there is a material default by the operator including the conditions governing assumption of the duties and responsibilities of the operator by the County and the transfer or purchase of property or other interests of the operator by the County;

8. The terms under which the operator will file appropriate financial statements on a periodic basis;

9. The mechanism by which user fees, lease payments, or service payments, if any, may be established from time to time upon agreement of the parties. Any payments or fees shall be the same for persons using the facility under like conditions and that will not materially discourage use of the qualifying project or qualifying transportation facility;

   (a) A copy of any service contract shall be filed with the County.

   (b) A schedule of the current user fees or lease payments shall be made

available by the operator to any member of the public upon request.

(c) Classifications according to reasonable categories for assessment of user fees may be made.

10. The terms and conditions under which the County will contribute financial resources, if any, for the qualifying project;

11. Other requirements of the PPEA or PPTA or provisions that the County determines serve the public purpose of the PPEA or PPTA;

12. A periodic reporting procedure that incorporates a description of the impact of the project on the County; and

13. Such other terms and conditions as the County may deem appropriate or the Board of County Supervisors determines are necessary to secure and promote the health, safety, and general welfare of the County and its citizens.

Parties submitting proposals understand that representations, information, and data supplied in support of or in connection with proposals play a critical role in the competitive evaluation process and in the ultimate selection of a proposal by the County. Accordingly, as part of the Contract, the proposer shall certify that all material representations, information, and data provided in support of, or in connection with, a proposal is true and correct. Such certifications shall be made by authorized individuals who have knowledge of the information provided in the proposal. In the event that material changes occur with respect to any representations, information, or data provided for a proposal, the proposer shall immediately notify the County. Any violation of this section of the Contract shall give the County the right to terminate the contract, withhold payment or other consideration due, and seek any other remedy available under the law.

(E) The contract and any amendments thereto shall be approved by and entered into in writing by the Board of County Supervisors.

(F) Notice and Posting Requirements.

In addition to the posting/notice requirements in this article, the County shall hold a public hearing on the proposals during the proposal review process, but not later

than thirty (30) calendar days prior to entering into an interim or comprehensive agreement.

A finding of Public Interest must be prepared in accordance with Virginia Code § 33.2-1803.1.

1. Once the negotiation phase for the development of an interim or comprehensive agreement is complete and a decision to award has been made by the County, the County shall publicly post the proposed agreement.

2. Once the interim or comprehensive agreement has been executed, the County shall make the procurement records for the transaction available for public inspection in accordance with the Virginia Public Procurement Act.

    a. The procurement records shall include documents initially protected from disclosure on the basis that the release of such documents would adversely affect the financial interest or bargaining position of the County.

    b. Trade secrets or financial records, including balance sheets or financial statements of the private entity that are not generally available to the public through regulatory disclosure or otherwise shall not be released.

(G) Governing Provisions.

In the event of a conflict between these guidelines and procedures and the PPEA or PPTA, the terms of the PPEA or PPTA, as applicable, shall control.

PRINCE WILLIAM
COUNTY

Procurement Regulations Proposed Changes

September 22, 2026

2026 Update

PRINCE WILLIAM COUNTY

- Last updated July 2025
- Revisions to the regulations continue to review and incorporate annual legislative changes.
- These changes have been reviewed by the County Attorney and Chief Procurement Officer.

Sections with Major Changes

§100.11 Contract Form	Policy Change
§300.10 Additional Exemptions from Competition	Policy Change

§100.11 Contract Form

PRINCE WILLIAM COUNTY

ADD:

(G) Any terms, conditions, agreements, policies, or other provisions submitted by a vendor through reference to a website, hyperlink, click-through agreement, online portal, invoice, quotation, proposal, order acknowledgment, or similar electronic means that are not expressly incorporated into and accepted by the County in a written contract executed by an authorized County representative shall be deemed rejected, void, and unenforceable against the County.

The County's issuance of a purchase order, acceptance of goods or services, payment of an invoice, use of a vendor's website or software, or failure to object to such terms shall not constitute acceptance of any additional or conflicting terms and conditions.

§300.10 Additional Exemptions from Competition

PRINCE WILLIAM COUNTY

ADD:

(E) Payments made through the County's direct pay process for the distribution of grant funds, financial assistance, rebates, incentives, stipends, reimbursements, or similar programs authorized by the Board of County Supervisors or by applicable federal, state, or local law, where the County is not procuring goods, services, insurance, or construction for its own use or benefit, shall be exempt from the competition requirements of these regulations.

Sections with Minor Changes (Editorial, Legislative, Clarifying)

§100.04 Definitions
§200.10 Authority to Suspend or Debar
§300.07 Construction
§400.07 Bid Submission
§600.05 Bid Bonds
§600.07 Award and Rejection of Bids
§700.06 Award of Contract

No change to the way we do business

Questions?

Shana Terry, Chief Procurement Officer

sterry@pwcgov.org

703-792-6770

MOTION: **September 22, 2026**
Regular Meeting
SECOND: **Res. No. 26-**

RE: **Appoint Hilda Barg to the Cherry Hill Community Development Authority**

ACTION:

WHEREAS, a vacancy exists for a Regular At-Large Representative to the Cherry Hill Community Development Authority; and

WHEREAS, Supervisor Bailey desires to appoint Hilda Barg as a Regular At-Large Representative to the Cherry Hill Community Development Authority; and

WHEREAS, a Notice of Intent to Appoint Hilda Barg as a Regular At-Large Representative to the Cherry Hill Community Development Authority was offered at the meeting of the Prince William Board of County Supervisors on September 1, 2026;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby appoints Hilda Barg as a Regular At-Large Representative to the Cherry Hill Community Development Authority.

NAME	**TYPE**	**REP**	**TERM**
Hilda Barg	REG	ATL (PO)	09/22/2030

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

For Information:
Appointee
Cherry Hill Community Development Authority Liaison
BCC Manual

ATTEST:_____
Clerk to the Board

Hilda Barg



August 10, 2020
Resume

Former Business Woman:

- Owned and operated 2 business in Prince William County
  - Glamour Curl Beauty Salon (Twelve years)
  - Little Show Box (Twelve years)
- Prince William County Board of Supervisors (1987 – 2007) and continued to serve the Prince William County community .

Presently serving on the following Boards:

- Chairman of the PWC Social Services Board
- PWC Housing Board
- Potomac Shores CDA Board
- ARC of Greater Prince William

Previously served on the following:

- On the team that started the VRE
- On the team that started the PRTC
- Served on the PRTC Board (20) years
- Secured the land for the first train station and parking in Eastern Prince William /Woodbridge Station
- The Council of Government (20 Years)
  - Chaired Human Services
- The Northern Virginia Planning Commission
  - Chaired Human Services
- Northern Virginia Transportation Board
- Started the First Homeless Shelter in Prince William County
  - Named the Hilda Barg Homeless Shelter
- Carried the entire Potomac Shores Zoning – the largest development in eastern Prince William County
- Secured land for the Compton Roller skate park at no cost to taxpayers
  - Secured (3) school sites
  - Secured VRE site
  - Secured Park land and more
- The Military Public Relations Committee
- The Potomac Hospital Board of Directors (20 Years)

In closing I served in several other capacities over the years for Prince William County. I was born and raised on the Cherry Hill peninsula and know every inch of the Potomac Shores Site. I am aware of the highly erodible soils and waterways on the peninsula. I know the history of Potomac Shores and the players from Anden, Kettler, to Sun Cal and have worked tirelessly on this project for 30 Years

MOTION: **September 22, 2026**
Regular Meeting
SECOND: **Res. No. 26-**

RE: **Appoint Milicent Green to the Cherry Hill Community Development Authority**

ACTION:

WHEREAS, a vacancy exists for a Regular At-Large Representative to the Cherry Hill Community Development Authority; and

WHEREAS, Supervisor Bailey desires to appoint Milicent Green as a Regular At-Large Representative to the Cherry Hill Community Development Authority; and

WHEREAS, a Notice of Intent to Appoint Milicent Green as a Regular At-Large Representative to the Cherry Hill Community Development Authority was offered at the meeting of the Prince William Board of County Supervisors on September 1, 2026;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby appoints Milicent Green as a Regular At-Large Representative to the Cherry Hill Community Development Authority.

NAME	**TYPE**	**REP**	**TERM**
Milicent Green	REG	ATL (PO)	09/22/2030

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

For Information:
Appointee
Cherry Hill Community Development Authority Liaison
BCC Manual

ATTEST:_____
Clerk to the Board

Millicent K. Greene

[redacted]

EXECUTIVE PROFILE

Strategic Federal Security Leader (GS-14) with 15+ years of experience driving enterprise-wide personnel security, adjudication, and risk management programs across the Department of Defense and Intelligence Community. Known for transforming underperforming processes into efficient, compliant, and mission-ready programs, while building high-performing teams that deliver measurable results. Proven impact in reducing adjudication delays, strengthening compliance posture, improving audit readiness, and influencing senior leadership decisions on national security risk

CORE EXPERTISE

Personnel Security & Adjudications • Enterprise Risk Management • Compliance & Audit Readiness
Leadership & Workforce Development • National Security Policy (DoD 5200.02, SEADs, ICDs)
Operational Efficiency & Process Improvement • Continuous Vetting Programs
SCIF / SCI Program Management • Contract Oversight (COR)

Virginia Commonwealth University
Bachelor of Science, Forensic Science, May 2006

Strayer University
Masters of Business, Program Management, June 2012

EMPLOYMENT HISTORY

Supervisory Personnel Security Specialist (GS-14) **April 2023 - Present**
Department of Defense/ Defense Health Agency
[redacted]
Hours per week: 40

- Increased adjudication efficiency and accountability by implementing enterprise tracking tools and performance metrics, resulting in improved case visibility and faster processing timelines across the division.
- Strengthening compliance posture by conducting program reviews and closing procedural gaps, directly supporting audit readiness and alignment with DoD and IC policies.
- Elevated team performance and productivity by mentoring and leading 20+ personnel, establishing clear expectations, and driving ownership of case management and program outcomes.
- Influenced executive decision-making by providing data-driven insights on adjudicative trends, risk factors, and policy interpretation to senior leadership.
- Improved personnel performance and system accountability as COR by enforcing metrics, ensuring deliverables, and aligning contract outputs with mission needs.
- Enhanced organizational continuity and leadership stability by serving in an acting Division Chief capacity, ensuring seamless operations during leadership absences.
- Modernized program operations through process improvements and SOP development, reducing inefficiencies and standardizing adjudication workflows.

Team Lead Security Specialist (GS-13) **July 2022- April 2023**
Department of Defense/ Washington Headquarter Services
[redacted]
Hours per week: 50

- Managed a broad range of security administration work that included personnel security, information security, physical security, security education and awareness, foreign travel briefings and debriefings and document management for the Office of Military Commissions Defense.
- Identified information requiring protection and determining the level of protection required and monitors and identifies information security discrepancies.
- Uses education knowledge in identifying, analyzing, evaluating, and recommending solutions to resolve simple to complex problems impacting security readiness of assigned security programs.
- Implemented, managed an Operations Security (OPSEC) Program. Identified information security discrepancies from the findings of Security Assessment and made recommendations for improvements.
- Conducted SCI indoctrinations and debriefings for civilian, military, and contractors, as well as Department of Justice Pro-Bono's personnel regarding the government-wide compartmented systems for handling and processing SCI material. Established procedures on handling, safeguarding and destruction of documents and data in accordance with established processes and appropriate timelines.
- Assisted with the building and accreditation of Sanative Compartmented Information Facilities

- Identified security violations/weaknesses and conducting preliminary inquiries of actual or suspected compromise of classified and sensitive but unclassified information; report findings and provide recommendations to senior officials.
- Standardized operational processes by developing and updating SOPs, improving consistency and execution across the program.

Security Specialist (Contractor) **September 2019 to July 2022**
United States Marshals Services
[redacted]
Hours Per week: 80 hours

- Initiated preliminary suitability review at the time of application. Review, analyze and evaluate the results of OPM, Federal Bureau of Investigation (FBI) and other investigative agency report to determine the employment, suitability and or security eligibility of individuals for eligibility with the USMS.
- Improved adjudication accuracy and decision quality by producing detailed, policy-aligned recommendations based on complex investigative findings.
- Maintained high-volume case throughput while ensuring compliance with federal adjudicative standards and timelines.
- Reduced organizational risk by identifying, analyzing, and resolving derogatory information in coordination with investigative agencies.
- Supported senior leadership decisions by delivering clear, concise adjudicative reports and briefings.

Project Coordinator (Contractor) **October 2018- September 2019**
SeKON/Defense Health Agency
[redacted]
Hours per week: 40

- Worked closely with Defense Health Agency (DHA) in responding to discovery requests (including interrogatories and frequently voluminous document requests).
- Reviewed and analyzed trends in employee relations actions and issues and makes recommendations for more efficient and effective delivery of employee relations services to the workforce and changes in management processes/systems and related factors to improve the employee relations climate with established employee conduct and performance related requirements.
- Developed and delivers training sessions regarding employee and management responsibilities and the disciplinary program.

Assistant Special Security Officer (GS-12) **June 2012 to September 2017**
Department of Defense/ Washington Headquarter Services
[redacted]
Hours per week: 50

- Managed a broad range of security administration work that included personnel security, information security, physical security, security education and awareness, foreign travel briefings and debriefings and document management for the Office of Military Commissions (OMC).
- Strengthened SCI program compliance by ensuring proper access control, security education, and adherence to DoD and IC policies.
- Enhanced workforce security awareness through training and briefings, improving adherence to classified handling procedures.
- Supported secure infrastructure readiness by contributing to SCIF accreditation and operational compliance efforts.

Facility Security Officer (Contractor) **July 2010 to June 2012**
Harris Technical Service Corporation (no longer in business)
[redacted]
Hours per week: 50

- Facility Security Officer (FSO) for four Government Contracts managing the security functions for over 300 personnel.
- Managed and oversaw the day-to-day security policies, procedures and processes to ensure 100% compliance within the scope of the National Industry Security Program (NISPOM).
- Processed personnel through lifecycle of security clearance actions: prescreening of applicants, completion of SF86's and SF85P's, eQIP, fingerprinting, submission, polygraph exam scheduling, follow-up, etc.

TRAINING COURSES

ACQ 0030 (DAU) Overview of Acquisition Ethics
CLC 206 (DAU) CORS in A Contingency Environment
CLC 222 (DAU) Contracting Officers Representative (COR)
FOR YOUR KNOWLEDGE: Supervisor Series
Fundamentals of Suitability for Suitability and Fitness Adjudicators
Introduction to Suitability
ICD 704
ICD705
SCIF Management (Lockmaster's)
Personnel Security Management
DNI Special Security Officer Course
Case Adjudicative Tracking System (CATS)
Defense Central Index of Investigations (DCII)
Personnel Security Adjudication (DSS)
FSO Program Management Curriculum for Possessing
Marking Classified Information
Transmission and Transportation for Industry
Derivative Classification
Essentials of Industrial Security Management
COMSEC Training
Protecting Critical and Sensitive Information
Sensitive Compartmental Information Course
AUTOCAD
Antiterrorism Level II
JPAS/JCAVS Training for Security Professionals
DoD OPSEC Officers Course
OPSEC Fundamentals Course

MOTION: **September 22, 2026**
Regular Meeting
SECOND: **Res. No. 26-**

RE: **Appoint Seth Opoku-Yeboah to the Prince William County Housing Board**

ACTION:

WHEREAS, a vacancy exists for a Regular Potomac Magisterial District Representative to the Prince William County Housing Board; and

WHEREAS, Supervisor Bailey desires to appoint Seth Opoku-Yeboah as the Regular Potomac Magisterial District Representative to the Prince William County Housing Board; and

WHEREAS, a Notice of Intent to Appoint Seth Opoku-Yeboah as the Regular Potomac Magisterial District Representative to the Prince William County Housing Board was offered at the meeting of the Prince William Board of County Supervisors on September 1, 2026;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby appoints Seth Opoku-Yeboah as the Regular Potomac Magisterial District Representative to the Prince William County Housing Board;

BE IT FURTHER RESOLVED that the term of office for this appointment is coterminous with that of the Board of County Supervisors, which appointed them, and they shall serve at the pleasure of the Board during that term.

NAME	**TYPE**	**REP**	**TERM**
Seth Opoku-Yeboah	REG	PO	12/31/2027

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

For Information:
Appointee
PWC Housing Board Liaison
BCC Manual

ATTEST: _____
Clerk to the Board

Seth Opoku-Yeboah

EDUCATION

The College of William & Mary **Williamsburg, VA**
Bachelor of Arts, Government *Class of 2016*
- *Class of 2016 Student Commencement Speaker*

PROFESSIONAL EXPERIENCE

E&G Group/Wellington Community Partners **Mclean, VA**
Principal *May 2022 to present*
- Responsible for deal sourcing efforts; identified multiple ground-up development opportunities
- Collaborated with land use counsel, development team, and local jurisdictions to gain approval of land entitlements and/or financial support; experienced with comprehensive plan amendments
- Evaluated and selected third-party professionals for the development team
- Submitted six LIHTC applications in DC and Virginia
- Led and carried out timely development activities for multiple development projects across jurisdictions
- Experienced in navigating the entitlement, construction, lease-up, and closing process
- Maintained a working relationship with stakeholders, from private citizens to local government officials and staff to advocacy groups
- Participated in and led conversations with external partners, including lenders, tax credit syndicators, faith-based organizations, and various government entities across localities and departments
- Familiar with state and local affordable housing program regulations

Development Associate *Mar 2020 to May 2022*
- Conducted pro forma analysis, generated financial models, and led underwriting efforts at the firm
- Collaborated with the Project Manager with carrying out development activities, including tracking RFIs and change orders, monitoring adherence to the project's master schedule and budget, site tours with the Construction Superintendent, and preparation for monthly reports
- Analyzed the performance of the firm's portfolio in coordination with the asset management team

Office of the Virginia Senate Majority Leader Richard L. Saslaw **Richmond, VA**
Legislative Advisor *Jan 2020 to Mar 2020*
- Supported the Chief of Staff in monitoring and tracking legislation, committee process, and the Senator's legislative calendar

National Land Lease Capital **Richmond, VA**
Associate, Capital Markets and Investor Relations *Apr 2019 to Nov 2019*
- Assisted underwriting efforts by evaluating markets for acquisition opportunities and preparing material for the firm's internal investment committee and relevant third parties

Costar Group **Richmond, VA**
Research Associate *Nov 2018 to Apr 2019*

Office of the Governor **Richmond, VA**
Aide to the Governor *Jan 2018 to Nov 2018*
- Served as Governor Ralph S. Northam's primary assistant and traveling advisor

Governor-elect Ralph S. Northam's Transition Team **Richmond, VA**
Team Member *Nov 2017 to Jan 2018*

AFFILIATIONS/ORGANIZATIONS

Big Brothers Big Sisters – 2019 Big Brother of the Year, Greater Richmond Region

SKILLS/INTERESTS

Excel | Microsoft Office | LIHTC | Public Speaking | Soccer | Tennis | Golf | Hiking

MOTION: **September 22, 2026**
Regular Meeting
SECOND: **Res. No. 26-**

RE: **Appoint Owen Meyer to the Library Board**

ACTION:

WHEREAS, a vacancy exists for the Regular Occoquan Magisterial District Representative on the Library Board; and

WHEREAS, Supervisor Boddye desires to appoint Owen Meyer as the Regular Occoquan Magisterial District Representative to the Library Board; and

WHEREAS, a Notice of Intent to Appoint Owen Meyer as the Regular Occoquan Magisterial District Representative to the Library Board was offered at the meeting of the Prince William Board of County Supervisors on September 1, 2026;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby appoints Owen Meyer as the Regular Occoquan Magisterial District Representative to the Library Board;

BE IT FURTHER RESOLVED that the term of office for this appointment is coterminous with that of the Board of County Supervisors which appointed them, and they shall serve at the pleasure of the Board during that term.

NAME	**TYPE**	**REP**	**TERM**
Owen Meyer	REG	OC	12/31/2027

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

For Information:
Appointee
Library Board Liaison
BCC Manual

ATTEST: _____
Clerk to the Board

OWEN MEYER

About Me

I'm a Northern Virginia native with experience in policy research, communication, lobbying, and social media management. My public speaking and writing skills have been developed through theater, political work, customer-facing positions, and social media content. I'm eager to use my passion to improve the lives of others and support our county's goals.

EXPERIENCE

LEAD COORDINATOR + FOUNDER

Communities for Youth

2025-2026

- Created a partnership with local government leaders
- Managed social media, email communications, and sponsor outreach to dozens of local businesses.
- Over 200 attendees came to our pilot event

POLICY ADVISOR

Virginia Young Democrats Disability Caucus

2026

- Summarized and analyzed bill text for caucus endorsements
- Wrote one pagers and bill recommendations
- Lobbied in Richmond & on Capitol Hill

SPANBERGER FOR GOV, CAMPAIGN FELLOW

Democratic ticket for Virginia

2025

- Knocked hundreds of doors to activate voters + Phone banked
- Created Social Media Content with elected leaders

SHIFT LEAD

Campbell's Frozen Custard

April 2025-Present

- Customer Service + Communication
- Leading a team of coworkers

[redacted]

[redacted]

[redacted]

SKILLS

- Public Speaking
- Collaboration & Teamwork
- Writing
- Presentation, Word, and Excel

EDUCATION

ADVANCED STUDIES DIPLOMA

Woodbridge Senior High School

2020-2024

ASSOCIATES DEGREE IN POLITICAL SCIENCE

Northern Virginia Community College

2024-2026

ACHIEVEMENTS

- Founder of Communities for Youth
- NVCC Presidential Scholar
- 2024 Dean's List Honoree
- Magna Cum Laude Honors
- President of the International Thespian Society
- Member of the National Honor Soci

MOTION: **September 22, 2026**
Regular Meeting
SECOND: **Res. No. 26-**

RE: **Appoint Allison Blow to the Social Services Advisory Board**

ACTION:

WHEREAS, a vacancy exists for the Regular At-Large Representative to the Social Services Advisory Board; and

WHEREAS, Chair Jefferson desires to appoint Allison Blow as the Regular At-Large Representative to the Social Services Advisory Board; and

WHEREAS, a Notice of Intent to Appoint Allison Blow as the Regular At-Large Representative to the Social Services Advisory Board was offered at the meeting of the Prince William Board of County Supervisors on September 1, 2026;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby appoints Allison Blow as the Regular At-Large Representative to the Social Services Advisory Board;

BE IT FURTHER RESOLVED that the term of office for this appointment is coterminous with that of the Board of County Supervisors which appointed them, and they shall serve at the pleasure of the Board during that term.

NAME	**TYPE**	**REP**	**TERM**
Allison Blow	REG	ATL	12/31/2027

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

For Information:
Appointee
Social Services Advisory Board Liaison
BCC Manual

ATTEST: _____
Clerk to the Board

Prince William County, VA
Boards, Committees, and Commissions
APPLICATION / RESUME

Name: Allison Blow

Mailing Address: [redacted]

Primary Telephone No.: [redacted]

Secondary Telephone No.: [redacted]

Email Address: [redacted]

Length of residence in Prince William County: 21 years

Board, Committee, or Commission(s) in which you are interested:

Social Services Advisory Board

Statement of individual's qualifications and/or interest in the appointment:

I am pleased to express my interest in an appointment to the Prince William County Social Services Advisory Board. I am committed to public service, community engagement, and helping strengthen programs and resources that improve the quality of life for individuals, children, families, seniors, and other residents throughout Prince William County.

My professional background includes extensive experience in program management, financial management, federal contracting, telecommunications, and organizational leadership. Throughout my career, I have managed complex programs, led multidisciplinary teams, worked with government agencies, monitored financial performance, and collaborated with diverse stakeholders to achieve measurable results. These experiences

have strengthened my ability to analyze complex issues, evaluate priorities, manage resources responsibly, and contribute to strategic decision-making.

My community leadership has further prepared me for service on the Social Services Advisory Board. As a community and organizational leader, I have been actively involved in initiatives addressing health and wellness, education, food insecurity, youth development, family support, economic empowerment, and access to community resources. I have worked collaboratively with nonprofit organizations, community partners, local leaders, volunteers, and service organizations to connect residents with programs and opportunities that strengthen families and communities.

I am particularly interested in serving on the Social Services Advisory Board because I believe effective social services require both compassion and accountability. Programs must be responsive to the needs of residents while also being accessible, equitable, fiscally responsible, and results-oriented. I would bring a perspective that combines professional management experience with hands-on community service and an understanding of the challenges facing families in Prince William County.

If appointed, I would be committed to listening to residents, learning from Social Services professionals and fellow Board members, reviewing programs and policies thoughtfully, and advocating for practical solutions that support vulnerable populations while promoting greater stability and self-sufficiency.

I would be honored to bring my leadership experience, financial and program management expertise, collaborative approach, and commitment to service to the Prince William County Social Services Advisory Board. I welcome the opportunity to help advance the County's efforts to strengthen families, expand opportunity, and ensure that residents have access to the resources and support necessary to thrive.

MOTION: **September 22, 2026**
Regular Meeting
SECOND: **Res. No. 26-**

RE: **Petition the Governor and Virginia Department of Environmental Quality for Inclusion of Mid-County and Western Prince William County in Regional Groundwater Studies and Future Groundwater Management Frameworks – Brentsville, Coles, Gainesville, Occoquan, and Potomac Magisterial Districts**

ACTION:

WHEREAS, residents, businesses, agriculture, and natural systems in portions of western and mid-county Prince William County rely upon groundwater contained within fractured-rock aquifer systems, including portions of the Culpeper Basin; and

WHEREAS, private wells provide the sole source of potable water for thousands of Prince William County residents, making the long-term availability, quality, and recharge of groundwater an important public health, land use, environmental, and economic concern; and

WHEREAS, groundwater also contributes baseflow to streams and other surface-water systems, creating an important connection between groundwater conditions and the health and resilience of the broader Occoquan watershed; and

WHEREAS, on July 23, 2026, the Prince William County Sustainability Commission adopted Resolution Number (Res. No.) 26-013 recommending that the Prince William Board of County Supervisors (Board) petition the Governor and the Virginia Department of Environmental Quality (DEQ) to include western Prince William County in state groundwater studies and future groundwater management frameworks affecting the western Piedmont and Culpeper Basin; and

WHEREAS, the 2026 Appropriation Act directs DEQ to study threats and challenges to groundwater supplies in western Loudoun and Fauquier Counties, including historical and current groundwater conditions, future projections, impacts from increasing withdrawals, whether a Groundwater Management Area should be established pursuant to Chapter 25 (Section 62.1-254 et seq.) of Title 62.1 of the Code of Virginia, and whether statutory or regulatory restrictions are warranted to protect future water supplies; and

WHEREAS, DEQ is required to complete meetings associated with that study by November 30, 2026, and report its findings and recommendations to the General Assembly no later than December 31, 2026; and

WHEREAS, Prince William County has separately invested $500,000 in a groundwater study being conducted with Virginia Tech and the U.S. Geological Survey to evaluate past, current, and projected groundwater conditions within the County, including development of Soil-Water-Balance recharge information, with completion currently anticipated in April 2028; and

WHEREAS, the Board recognizes that the timing of the ongoing state study may make formal expansion of its current scope difficult before the December 31, 2026, reporting deadline, but believes that Prince William County would benefit from study findings sooner than April 2028, and thus should be represented in ongoing and future regional groundwater planning affecting shared fractured-rock aquifer systems; and

WHEREAS, coordination between the Commonwealth and affected localities can improve the quality of groundwater data, reduce duplication of public investment, and ensure that future land use and water-resource policies are informed by the best available science;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby petitions the Governor of Virginia and the Director of the Virginia Department of Environmental Quality to:

(1) Include Prince William County in Regional Groundwater Planning. Include appropriate portions of western Prince William County, to the extent practicable, in current and future DEQ working groups, technical discussions, study areas, and policy-development efforts concerning groundwater resources in the western Piedmont and Culpeper Basin;

(2) Integrate Prince William County Data. Coordinate with Prince William County staff, Prince William Water staff, Virginia Department of Health and Prince William Health District, Virginia Tech, and the U.S. Geological Survey to incorporate available Prince William groundwater and Soil-Water-Balance recharge data into the Commonwealth's analysis where feasible, and to provide a mechanism for incorporating additional County data as the ongoing Prince William groundwater study is completed;

(3) Evaluate Prince William in Future Management Decisions. Ensure that any future evaluation of a Groundwater Management Area, groundwater-withdrawal protections, water-efficiency requirements, or other statutory or regulatory measures affecting high-volume groundwater users in the western Piedmont and Culpeper Basin considers the fractured-rock aquifers and groundwater-dependent communities of western Prince William County based upon the best available scientific information;

(4) Identify State Resources for Additional Study. Work with Prince William County staff to identify any additional federal and/or state funding, technical assistance, monitoring wells, or other resources necessary to integrate Prince William County into regional groundwater research and management efforts;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby requests the Clerk to the Board to transmit copies of this resolution to the Office of the Governor of Virginia, the Virginia Secretary of Natural and Historic Resources, the Director of the Virginia Department of Environmental Quality, the State Water Control Board, and the members of the Prince William County delegation to the Virginia General Assembly.

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

ATTEST: _____
Clerk to the Board

DIRECTIVE

September 22, 2026

Supervisor LaCroix
Woodbridge Magisterial District

Zoning Administrator Authority Under Section 15.2-2286(A)(4), VA Code

Supervisor LaCroix would like to direct the County Executive to work with staff to review the discretionary authority regarding zoning administrator administrative modifications under Virginia Code Section 15.2-2286(A)(4) (below), provide the Board with information and staff recommendations regarding the potential adoption of this authority by the Board, and to prepare and bring before the Board for its consideration a draft resolution to initiate a zoning text amendment regarding zoning administrator administrative modifications under Virginia Code Section 15.2-2286(A)(4). Where applicable, the research and recommendations should include proposed timelines, potential fiscal impacts, and other pertinent information for Board consideration. The County Attorney's Office is directed to review the information, recommendations, and draft resolution for any legal issues. When the research and work are complete, the County Executive should coordinate the scheduling of the resolution for Board consideration. While there are strict requirements for any such action under this Virginia Code Section, and it may not apply in many situations, Supervisor LaCroix thinks it is something the County should have as an option.

Virginia Code Section 15.2-2286(A)...
(4) Where provided by ordinance, the zoning administrator may be authorized to grant a modification from any provision contained in the zoning ordinance with respect to physical requirements on a lot or parcel of land, including but not limited to size, height, location or features of or related to any building, structure, or improvements, **if the administrator finds in writing that**: **(1)** the strict application of the ordinance would produce undue hardship; **(2)** such hardship is not shared generally by other properties in the same zoning district and the same vicinity; and **(3)** the authorization of the modification will not be of substantial detriment to adjacent property and the character of the zoning district will not be changed by the granting of the modification. Prior to the granting of a modification, the zoning administrator shall give, or require the applicant to give, all adjoining property owners written notice of the request for modification, and an opportunity to respond to the request within 21 days of the date of the notice. The zoning administrator shall make a decision on the application for modification and issue a written decision with a copy provided to the applicant and any adjoining landowner who responded in writing to the notice sent pursuant to this paragraph. The decision of the zoning administrator shall constitute a decision within the purview of Section 15.2-2311, and may be appealed to the board of zoning appeals as provided by that section. Decisions of the board of zoning appeals may be appealed to the circuit court as provided by Section 15.2-2314...

Link to the full Virginia Code section. https://law.lis.virginia.gov/vacode/15.2-2286/

DIRECTIVE

September 22, 2026

Supervisor LaCroix
Woodbridge Magisterial District

Expanded Senior Programming Capacity

County staff is currently exploring the acquisition of land for a new Potomac Library and Woodbridge Senior Center. This effort follows the 2022 study that identified the need for new library and senior center facilities and recommended co-locating the two uses on the same site. Once incorporated into the approved Capital Improvement Program (CIP), it is anticipated that design and construction of the new facilities could take approximately five years.

In the interim, the existing Woodbridge Senior Center has limitations that constrain the County's ability to expand programming and services to meet the needs of seniors in the community.

Supervisor LaCroix would like to direct the County Executive to have the Department of Facilities and Fleet Management and the Prince William Area Agency on Aging jointly review and evaluate near-term opportunities to expand senior programming capacity in Woodbridge and/or eastern Prince William County while the County works toward development of the permanent facility. The staff evaluation should include viable opportunities for leased, shared-use, or other supplemental programming space and should provide recommendations regarding the types of programs or services that could reasonably be accommodated at each location. The evaluation should also identify estimated costs, including lease or facility costs; any necessary improvements; additional staffing and operating requirements; transportation or accessibility considerations; potential funding sources; implementation timelines; and any other considerations necessary for the Board to evaluate the options.

The intent of this directive is not to relocate all programming from the existing Woodbridge Senior Center, but rather to identify opportunities to supplement the existing facility, expand available programming capacity, and reduce the current reliance on its limited space until a permanent facility is completed. The County Attorney's Office is directed to review the information and recommendations for any legal issues. When the research and work are complete, the County Executive should report back to the Board with the findings and recommendations during a Board meeting or by memorandum, as appropriate.

DIRECTIVE

September 22, 2026

Supervisor LaCroix
Woodbridge Magisterial District

Senior Transportation Assistance

Supervisor LaCroix would like to direct the County Executive to work with the Department of Parks and Recreation, the Prince William Area Agency on Aging, and the Department of Facilities and Fleet Management to jointly review and evaluate near-term options to assist seniors with and accessibly between the Hylbrook Park parking lot parking area and the Woodbridge Senior Center.

The evaluation by staff should, among other things, consider practical service options that address anticipated use and service hours; County staffing, vehicle, equipment, and accessibility needs; safety, operational, and liability considerations; one-time and ongoing costs; potential funding sources; and an estimated implementation timeline. In developing options and recommendations, the County Executive should not consider, evaluate, or recommend that existing Area Agency on Aging staff are reassigned in a manner that interferes with their existing primary program, operational, and member-service responsibilities.

The County Attorney's Office is directed to review the information and recommendations for any legal issues. When the research and work are complete, the County Executive should report back to the Board with the research and recommendations during a Board meeting or by memorandum, as appropriate.

DIRECTIVE

September 22, 2026

Supervisor Stewart
Gainesville Magisterial District

Gainesville District Rural Communities Small Area Plan

Supervisor Stewart would like to direct the County Executive to work with staff to review, evaluate, and return to the Board with recommendations regarding a potential Small Area Plan for portions of the Rural Community areas located within the Gainesville Magisterial District, for the Board to consider whether to initiate such a Small Area Plan.

As part of its work and recommendations, staff should consider including in the potential Small Area Plan establishment of a long-term vision that respects, preserves, and enhances the area's historic, cultural, agricultural, environmental, and recreational assets. It should also identify appropriate future land uses and economic development opportunities that are compatible with the rural character of the area and strengthen its potential as a distinctive Heritage Tourism and Recreational destination.

The County is currently undertaking both an Agribusiness and Agritourism Study and a new Tourism Master Plan. The Small Area Plan should build upon and integrate the findings and recommendations of these efforts where goals are aligned, as applicable, translating these broader Countywide strategies into a coordinated, place-based vision and implementation framework for the Gainesville District Rural Community areas.

As part of its work and recommendations regarding a potential Small Area Plan, staff should consider the following:

- Identify and document the area's historic and cultural assets, including historic sites, landscapes, communities, structures, and other resources that contribute to the identity and heritage of the area, and identify appropriate strategies for their preservation, interpretation, and adaptive reuse.
- Recommend measures to protect the watershed; preserve dark skies; minimize impervious surfaces, noise and water pollution; conserve mature forests; and safeguard significant viewsheds.
- Develop a cohesive destination vision that connects the area's historic, cultural, agricultural, agritourism, outdoor recreation, and other rural assets and identifies uses consistent with

preserving those assets that could enhance the areas as places to visit, experience, and support local businesses.

- Recognizing that Destination and Tourism Venues are an identified County Targeted Industry, coordinate closely with the Department of Economic Development and Tourism (DEDT) throughout development of the Small Area Plan. DEDT should assist in evaluating the market viability, economic feasibility, and investment potential of proposed uses to ensure that the plan's recommendations reflect realistic market conditions and can be effectively implemented
- Incorporate applicable findings and recommendations from the County's Agribusiness and Agritourism Study, including opportunities to strengthen the economic viability of agricultural operations, expand agritourism and related businesses, and support appropriate rural economic development that preserves the assets and character that distinguishes the rural community areas.
- Incorporate applicable findings and recommendations from the County's Tourism Master Plan, that preserve the areas' rural character, particularly those related to destination development, visitor experiences, tourism infrastructure, product development, branding, and opportunities to strengthen Prince William County's tourism economy.
- Evaluate opportunities for outdoor recreation and nature-based tourism, including trails, parks, open space, equestrian activities, cycling, waterways, and other recreational assets or connections appropriate to the area.
- Evaluate existing infrastructure and public facilities and make recommendations on future needs to support the vision of the Small Area Plan and planning for future development.
- Consider recommendations for land use strategies and regulations for this area to manage future development in support of implementation of the Small Area Plan's vision.
- Identify and evaluate relevant County, State, and Federal programs, resources, grants, tax credits, financing tools, technical assistance, and other potential incentives related to historic preservation, tourism, agribusiness and agritourism, outdoor recreation, conservation, and rural economic development.
- Recommend potential County policies, incentives, regulatory changes, public investments, partnerships, or other implementation tools that could help attract private investment, support existing property owners and businesses, preserve significant assets, and advance the destination envisioned through the Small Area Plan.

The Small Area Plan should ultimately provide an implementable framework that advances preservation and economic opportunity, ensuring that future development does not simply occur around the area's historic and rural assets, but instead builds upon those assets in a thoughtful, coordinated, economically and environmentally protective manner that preserves the rural character, protects and preserves the watershed, and safeguards the area's natural resources for future generations.

Staff should return to the Board with a proposed study area, scope of work, community engagement process, timeline, and resource requirements necessary to undertake the Small Area Plan, including how the effort will be coordinated with the ongoing Agribusiness and Agritourism Study and Tourism Master Plan. Furthermore, the Planning Office currently has three Small Area Plans underway (Fettler Park, Vint Hill, and Yorkshire). Accordingly, staff should place the proposed Gainesville District Rural Community Small Area Plan fourth in the work program queue, to commence when initiated and as resources become available following the completion or substantial advancement of the three plans currently underway. The County Attorney's Office is directed to review the information and recommendations for any legal issues. When the research and work are complete, the County Executive should report back to the Board with the research and recommendations during a Board meeting or by memorandum, as appropriate.

MOTION: **September 22, 2026**
Regular Meeting
SECOND: **Res. No. 26-**

RE: **Certify the Closed Meeting**

ACTION:

WHEREAS, the Prince William Board of County Supervisors has this day adjourned into Closed Meeting in accordance with a formal vote of the Board, and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, the Freedom of Information Act requires certification that such Closed Meeting was conducted in conformity with the law;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby certifies that to the best of each member's knowledge, i) only public business matters lawfully exempted from open meeting requirements under the Freedom of Information Act were discussed in the Closed Meeting to which this certification applies, and ii) only such public business matters as were identified in the Motion by which the said Closed Meeting was convened were heard, discussed or considered by the Board. No member dissents from the aforesaid certification.

- Entered the Closed Meeting	X:XX P.M.
- Returned from Closed Meeting	X:XX P.M.

Votes:
Ayes: Angry, Bailey, Boddye, Gordy, Jefferson, LaCroix, Stewart, Vega
Nays: None
Absent from Vote: None
Absent from Meeting: None

ATTEST: _____
Clerk to the Board

MOTION: **September 22, 2026**
Regular Meeting
SECOND: **Ord. No. 26-**

RE: **Special Use Permit #SUP2025-00009, Vint Hill Substation – Brentsville Magisterial District**

ACTION:

WHEREAS, this is a request for Special Use Permit approval to allow an electric substation facility on approximately ±23.41 acres; and

WHEREAS, the site is located on Vint Hill Road, approximately ±425 feet east of its intersection with Reid Lane. The subject property is identified as GPIN# 7495-21-4209 and is addressed as 13405 Vint Hill Road; and

WHEREAS, the site is designated CRes-1B, Conservation Residential, in the Comprehensive Plan; and

WHEREAS, the site is zoned A-1, Agricultural; and

WHEREAS, staff has reviewed the subject application and recommends approval, for reasons as stated in the staff report; and

WHEREAS, the Prince William County Planning Commission, at its public hearing on September 10, 2025, considered this application and took no action; and

WHEREAS, the Prince William County Planning Commission, at its public hearing on October 29, 2025, heard this case as a continuation; and again took no action; and

WHEREAS, the Prince William Board of County Supervisors' (Board) public hearing, duly advertised in a local newspaper, was held on June 23, 2026, with the case being deferred to a date certain by Resolution Number (Res. No.) 26-422; and

WHEREAS, the Board's public hearing, duly advertised in a local newspaper, was held on September 22, 2026, and interested citizens were heard; and

WHEREAS, the Board finds that public necessity, convenience, general welfare, and good zoning practice are served by the approval of the request;

NOW, THEREFORE, BE IT ORDAINED that the Prince William Board of County Supervisors hereby approves Special Use Permit #SUP2025-00009, Vint Hill Substation, subject to the conditions dated July 31, 2026;

BE IT FURTHER ORDAINED that the Prince William Board of County Supervisors' approval and adoption of any conditions does not relieve the applicant and/or subsequent owners from compliance with the provisions of any applicable ordinances, regulations, or adopted standards.

ATTACHMENT: SUP Conditions dated July 31, 2026

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

For Information:
Planning Director

McGuire Woods, LLP
Attn: Sheri Atkin
1750 Tysons Blvd.
Suite 1800
Tysons, Va. 22102-4215

Virginia Electric and Power Company
Attn: Michael Breenan
5000 Dominion Blvd., 3rd floor SW
Glen Allen, VA. 23060

ATTEST: _____
Clerk to the Board

Dominion Virginia Power- Vint Hill Substation Station
Applicant/Record Owner: Virginia Electric and Power Company
SUP2025-00009
Property: 7495-21-4209 (hereinafter, the "Property")
Brentsville Magisterial District
Approximately 23.41 Acres
A-1, Agricultural

Date: July 31, 2026

The following conditions are intended to offset the impacts of the proposal and to render the application consistent with the applicable chapters of the Comprehensive Plan and the surrounding areas. If approved, this condition statement supersedes SUP#2017-00008 previously approved. If the conditions of this special use permit or the Special Use Permit Plan are in conflict with the Zoning Ordinance and/or the Design and Construction Standards Manual (DCSM) at final site plan review or approval, the more restrictive standards shall apply, except as specifically allowed by this special use permit

The Applicant shall file a site plan within one (1) year of approval of this special use permit by the Board of County Supervisors and shall have up to five (5) years from the date of final site plan approval to commence the switching station use. If the required site plan is not submitted within one (1) year or if the proposed switching station has not commenced within five (5) years from the date of the site plan approval, this special use permit shall become void, and the use may not thereafter commence except upon approval of another special use permit. Energization of the switching station facility following final site plan approval shall constitute commencement of the switching station use.

1. Site Development – The overall site shall be developed in substantial conformance with the plan titled "Vint Hill Substation Special Use Permit" as prepared by Dewberry Engineers Inc., dated April 23, 2026, in accordance with all minimum standards for site plan approval and the conditions herein.

2. Use Parameters

   a. Scope of SUP – This special use permit is granted only for the switching station use and purpose as indicated on the SUP Plan approved with this application. The area regulated by this SUP is the +23.41-acre parcel shown on the SUP Plan. However, the 240' transmission line right-of-way, connections, transmission lines, and towers for and within said right-of-way shall not be subject to these SUP conditions.

   b. SUP Use Limitation – The switching station equipment shall be limited to the approximate 500,000 square foot area surrounded by a minimum 20' security wall as shown on the SUP Plan. The security wall shall be visibly solid with a design as generally shown on Sheet 4 of the SUP Plan; however, the color may include a grey/taupe palette with an architectural finish similar to a stone or stacked stone appearance. The height of the backbones within the fenced switching station area will be approximately 60 feet. The remaining switching station equipment within the fenced area will consist of 500 kV A-frame equipment approximately 120 feet tall, a

230kV GIS Building and a 500 kV GIS building, approximately 43 feet tall, and other low-profile equipment ranging in heights of 20-30 feet tall.

3. Landscape Enhancements

a. Soil Restoration - To facilitate adequate expansion of tree and shrub roots to support healthy plants, all areas of the landscape buffers which have been subject to pavement and/or compaction shall have all foreign materials (asphalt, concrete, gravel, debris, etc.) removed and the soil loosened to a depth of at least 3' prior to planting. A top dressing of 4" to 6" of clean topsoil shall be provided. This topsoil shall be a loam, sandy loam, clay loam, silt loam, sandy clay loam, or loamy sand or consistent with industry standards. The topsoil shall not be a mixture of or contain contrasting textured subsoils. The topsoil shall contain less than 5% by volume of cinders, stones, slag, course fragments, sticks, roots, trash, or other materials larger than 1 1/2" in diameter and shall not contain gravel. The topsoil shall contain a minimum of 5% natural fine organic matter, such as leaf mold, peat moss, etc.

b. Plant Mixture - A mixture of predominately evergreen shrubs/trees, small canopy trees, and deciduous shrubs shall be installed within the buffer areas mentioned above, consistent with Dominion Energy policies for location and height/material selection as allowed by the DCSM. Plantings shall be indigenous, drought and deer-resistant or as otherwise approved at the time of final site plan approval. In addition, for those shrubs underneath the power lines, the Applicant shall plant a minimum of 5 different native, deer-resistant species of shrubs from a minimum of 3 different genera. The Applicant shall be responsible for the maintenance and upkeep of all associated landscaping. Supplemental landscaping will provide a minimum of 85% native, drought-tolerant species.

c. Perimeter Buffering – Landscaping for the SUP Area shall be in substantial conformance with Sheet 4 of the SUP Plan (hereinafter the Landscape Plan"). Landscaping shall meet the requirements of the Design and Construction Standards Manual ("DCSM"), except for allowable modifications per the DCSM. Compliance shall be demonstrated on any modifications at final site plan approval. The existing buffers will be preserved, with two exceptions, as shown on the SUP Plan: a section of trees within the proposed transmission line corridor along Vint Hill Road will be replaced with large native shrubs. The height of the replacement shrubs will not interfere with proposed power lines but will continue to screen the substation from view of Vint Hill Road. Additionally, trees within the eastern 50' landscape buffer that fall within the proposed limits of disturbance will be replaced with a focus on evergreen trees to provide enhanced screening. Because the proposed Vint Hill Substation and the existing NOVEC Vint Hill DP Station are similar public facility uses, a buffer is not required along the western border of the Property.

4. Access & Parking

a. Access – Primary access to the switching station facility shall be from the proposed low-volume commercial entrance, with direct access from Vint Hill Road, as shown on the Plan. The existing 14-foot-wide gravel access road located within the proposed right-of-way dedication and 30' buffer areas shall be removed.

b. The proposed primary entrance drive shall be provided with a minimum of 50' feet of pavement back from Vint Hill Road per VDOT standards to help prevent gravel from depositing onto Vint Hill Road.

c. Emergency Access – A private, emergency access drive shall be located along the eastern property frontage. The emergency access drive shall be provided with a minimum of 50' feet of pavement back from Vint Hill Road per VDOT standards to help prevent gravel from depositing onto Vint Hill Road.

d. Parking – Following completion of construction, the site may be visited as needed for maintenance, security, and related upkeep functions. Four (4) parking spaces for maintenance vehicles are available on-site; however, parking for maintenance and utility work may occur as necessary within the overall SUP area and transmission line right-of-way.

4. Site Maintenance –

a. The Applicant shall be responsible for the maintenance and upkeep of the structures, security wall, access roads to the equipment compound, and perimeter and accessory landscaping. The Applicant shall keep the switching station secure and maintain access control. All onsite landscaping improvements and ongoing maintenance obligations associated with the switching station facility through this SUP shall be maintained by the Applicant.

b. Graffiti Removal: The Applicant agrees to remove any graffiti from the Property. Graffiti shall be deemed any inscription or marking on walls, buildings or structures not permitted by the sign regulations in Section 32-250.21 *et seq.* of the Zoning Ordinance. Any graffiti is to be reported to the Prince William County Police Department before removal.

6. Environment –

a. The Applicant shall make a monetary contribution to the Board of County Supervisors in the amount of $75 per acre for water quality monitoring, stream restoration, and/or drainage improvements, prior to and as a condition of final site plan approval.

b. Stormwater Management – SWM/BMP shall be met by a new wet pond, once the existing substation structure is removed as shown on the SUP Plan. Landscaping, as required by the DCSM and consisting of plant material allowed under electrical

transmission lines per Dominion Energy policies, shall be provided at the time of final site plan approval around the stormwater management pond.

7. Fire and Rescue

   a. Monetary Contribution - The Applicant shall make a monetary contribution of $0.61 per square foot of building area for fire and rescue services to the Board of County Supervisors prior to issuance of the final site plan approval.

   b. Emergency Spill Notification – The Applicant shall submit an emergency spill/release notification plan to the Department of Fire & Rescue for review and approval during final site plan review.

   c. Hazardous Materials – The Applicant shall provide a list to the Department of Fire and Rescue of all hazardous materials kept on-site during final site plan review.

   d. Emergency Access - A metal sign will be provided at the entrance gate(s) with information on gaining emergency access. The sign shall include the following: Site location address, Company name, "In case of emergency call" phone number should go to 24-hour emergency response center.

8. Monetary Escalation - In the event the monetary contributions set forth in the development conditions are paid to the Prince William Board of County Supervisors within eighteen (18) months of the approval of this special use permit, as applied for by the Applicant, said contributions shall be in the amounts stated herein. Any monetary contributions set forth in the development conditions which are paid after eighteen (18) months following the approval of this special use permit shall be adjusted in accordance with the Urban Consumer Price Index (CPI-U) published by the United States Department of Labor, such that at the time the contributions are paid they shall be adjusted by the percentage change in the CPI-U from the date eighteen (18) months after the approval of this special use permit to the most recently available CPI-U to the date the contributions are paid, subject to a cap of six (6%) percent per year, non-compounded.

PRINCE WILLIAM COUNTY

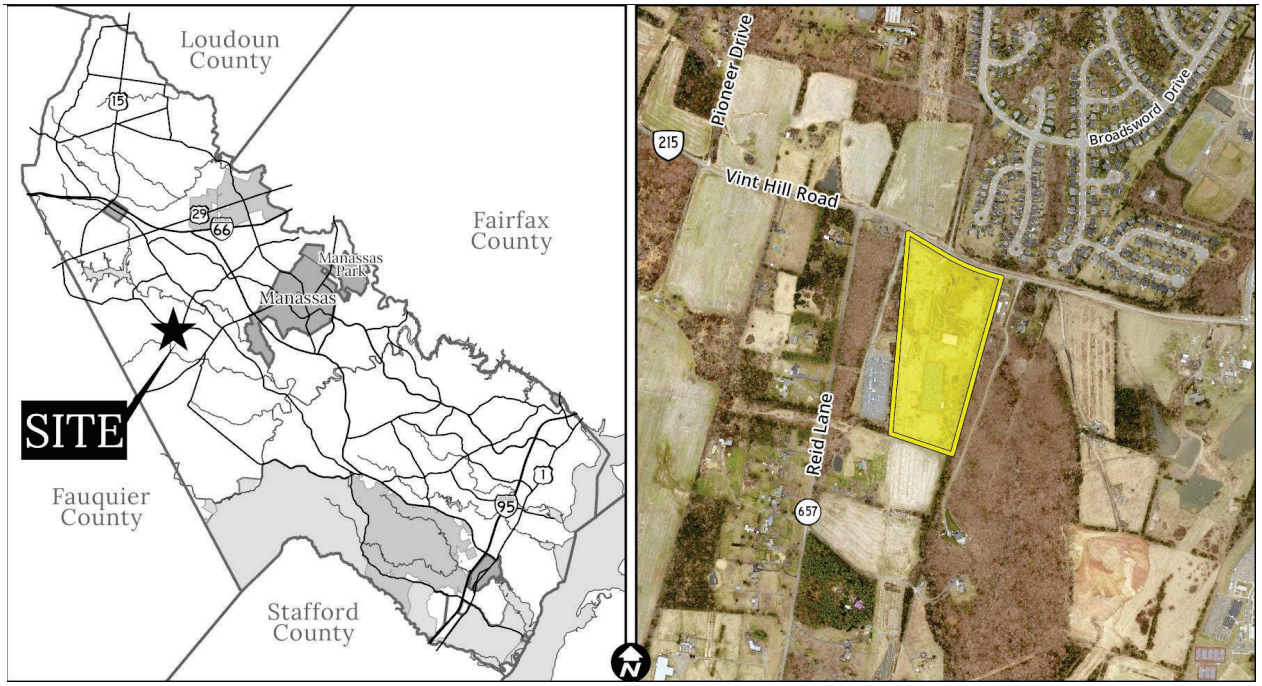
Office of the County Executive
Christopher J. Shorter

The Board of County Supervisors
Deshundra Jefferson, Chair
Victor S. Angry, Vice Chair
Andrea O. Bailey
Kenny A. Boddye
Tom Gordy
Jeannie LaCroix
George T. Stewart
Yesli Vega

STAFF REPORT

BOCS Meeting Date:	September 22, 2026
Agenda Title:	Special Use Permit #SUP2025-00009, Vint Hill Substation
District Impact:	Brentsville Magisterial District
Requested Action:	Recommend Approval of Special Use Permit #SUP2025-00009, Vint Hill Substation, subject to the conditions dated July 31, 2026, and SUP Plan dated April 23, 2026
Department/Agency Lead:	Planning Office
Staff Lead:	Tanya M. Washington, AICP, Director of Planning

EXECUTIVE SUMMARY



This is a Special Use Permit (SUP) request to permit an electric substation facility.

There is an existing electric substation on-site; however, it is in need of a substantial upgrade. The Applicant is planning to construct an upgraded electric substation with associated equipment, then remove the existing facility on ±23.41-acre in the SUP area.

The upgraded Vint Hill Substation will be designed to accommodate the immediate need to maintain and improve electric service to the customers in the County. The substation will be unmanned and will have minimal impacts on County infrastructure.

A Public Facilities Review (PFR), PFR2025-00004, was submitted and reviewed concurrently with the SUP application. The PFR was found to be in substantial accord with the Comprehensive Plan and approved by the Planning Commission in public hearing on September 10, 2025.

BACKGROUND

a. Request: A request for a Special Use Permit to allow development of an electric substation to replace the existing substation on-site.

   The requested Special Use Permit area is located on a ±23.41-acre parcel where an existing substation resides. The existing station will be removed once the much larger substation with ancillary equipment is constructed and operational.

b. Site Location: This request involves a ±23.41 acres parcel, located on Vint Hill Road, ±425 feet east of its intersection with Reid Lane. The subject property is identified as GPIN# 7495-21-4209 and is addressed as 13405 Vint Hill Road.

c. Comprehensive Plan: The site is designated as CRes-1B, Conservation Residential in the Long- Range Land Use Map. The purpose of the Conservation Residential areas are residential developments characterized by compact development patterns. These areas offer a range of housing types that are smaller than conventional rural and suburban homes and are located on smaller lots. Residential Cluster development concentrates development on a limited footprint within a site at higher densities, with the intent to permanently conserve surrounding natural resources, cultural resources, and open space.

d. Zoning: The property is located in the A-1, Agricultural Zoning District. Electric substations may be permitted by Special Use Permit within any zoning district outside of the Data Center Opportunity Zone Overlay District per Zoning Ordinance Sec. 32-201.11. The entire site also lies within the Domestic Fowl Overlay and the Agritourism and Arts Overly Districts.

Surrounding Land Uses: The following table summarizes the area characteristics:

Direction	Land Use	Long Range Future Land Use	Zoning
Subject Site	Existing electric substation	CRes-1B, Conservation Residential with Transect 1B	A-1
North	Single Family Homes	RN 2, Residential Neighborhood & RPC, Residential Planned Community	A-1 & RPC
South	Single Family Home (Approved Reid Energy Center-Battery Storage)	CRes-1B, Conservation Residential with Transect 1B	A-1
East	Single Family Homes & (Pending Hawthorn @ Kettle Run rezoning)	CRes-1B, Conservation Residential with Transect 1B	A-1
West	Existing Novec electric substation	CRes-1B, Conservation Residential with Transect 1B	A-1

The surrounding uses and land use designations are compatible with the requested Special Use Permit.

Background & Context: Virgina Electric and Power Company (VEPCO) purchased this property in 2016 from a private homeowner. The existing substation was constructed under Special Use Permit #SUP2017-00008 approved by the Board of County Supervisors February 7, 2017.

Dominion Virginia Power, has identified the need to upgrade its existing Vint Hill 230 kV switching station located in Prince William County, Virginia. The upgrade will include converting the existing facility to accommodate the networking of 500 kilovolt (kV) transmission into the facility. This critical upgrade will relieve anticipated constraints at the Bristers switching station, one of the primary 500 kV networking points serving the greater area. At Bristers switching station, located in neighboring Fauquier County, the combined loading from the growth of existing delivery points and an increasing number of new delivery point requests within the Prince William County and Manassas areas is predicted to exceed the capacity of the Substation's transmission-level transformers by 2027.

As one of the few primary injection points at the 500 kV transmission-level serving the Prince William County area, the continued increase of new NOVEC and Dominion Energy Distribution delivery point requests requires a significant amount of power to flow from Bristers Substation toward the loading areas surrounding Gainesville and Manassas. Without the introduction of a new 500 kV pathway into the Prince William County area, the transformers at the Bristers switching station will exceed Dominion Energy's Planning Guidelines and must be relieved consistent with NERC (North American Electric Reliability Corp.) Reliability Standards.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission heard this application in public hearing on September 10, 2025. The motion to deny failed with no other action taken. The application was heard again, at the request of the Applicant, as a continuation at the October 29, 2025 Planning Commission public hearing. At this hearing, no action was taken.

Since the Planning Commission hearings, the Applicant has made a number of edits to the SUP Plan.

1. Providing a 20' wide opening in the southern buffer. This would accommodate an off-road tractor to access the adjoining property, via easement, in the event of any need to provide maintenance on the tower/lines.

2. To mitigate views, the switching station will be surrounded by a 20’ solid security wall, and significant landscaping will added to the site as shown on the SUP Plan. As part of its original development, Dominion established landscape buffers at the site. With this proposal, an additional 381 trees, 1,451 shrubs, and grasses will be installed.

3. The Property’s frontage along Vint Hill Road is variable in width. Berming will be established along Vint Hill Road within the existing 30’ landscape buffer. The setback for the proposed 20’ security wall will range in distance from 90 to 225 feet from the existing Vint Hill right-of-way. The closest station equipment will be set back approximately 113 feet from Vint Hill Road, and the closest GIS enclosure will be setback approximately 220 feet from Vint Hill Road.

4. The eastern access entrance was shifted to the further to the east per VDOT comments.

These changes have been reviewed and agreed to by PWCDOT, Environmental Services and planning staff.

Since the initial BOCS public hearing June 23, 2026, the following sentence was removed from the condition statement given the Public Facilities Review was approved by the Planning Commission at the September 10, 2025 public hearing.
Sentence removed - This special use permit for the subject switching station facility satisfies the intent of a public facility review, pursuant to Section 15.2-2232 of the Code of Virginia.
The date of the Condition Statement is now July 31, 2026.

STAFF RECOMMENDATION

Staff recommend that the Board of County Supervisors approve the Special Use Permit #SUP2025-00009, Vint Hill Substation, subject to the conditions dated July 31, 2026, and SUP Plan dated April 23, 2026.

- An electric substation is a permitted use in the A-1 zoning district with an SUP per Zoning Ordinance Section 32-201-11.

- The PFR submitted was reviewed by staff and found to be in accord with the Comprehensive Plan. The determination aligns with the goals and strategies of the Strategic Plan.

- The SUP is favorably aligned with the County's objective to encourage profit-generating business expansion, new business development and redevelopment that enhances or complements targeted industries.

- The project will have limited impact on County services in terms of traffic, road infrastructure, schools, parks, and minimal impact on police and fire.

- The Substation will be designed to accommodate the immediate need to maintain and improve electric service to electricity users in the County.

- As conditioned, the Applicant will work with the Department of Fire & Rescue to assist in circumstances where they would need to gain access, what hazardous materials are on-site and any spill/release notification plans.

BOARD OF COUNTY SUPERVISORS PUBLIC HEARING JUNE 23, 2026

The Board of County Supervisors heard this application in their evening public hearing session on June 23, 2026. During the hearing, a motion was made by the Brentsville District Supervisor to defer the case until the date certain of September 22, 2026. The resolution to that action is a part of this staff report package and referenced as Attachment D.

Comprehensive Plan Consistency Analysis

Long-Range Land Use: The property is designated as CRes-1B, Conservation Residential with a 1B Transect, in the current Comprehensive Long-Range Land Use Plan Map. The subject property and surrounding area to the south of Vint Hill Road are designated as CRes-1B, Conversation Residential. The properties to the north of Vint Hill Road are designated, RN-2, Residential Neighborhood and RPC, Residential Planned Community on the Long-Range Future Land Use Map.

The use is also consistent with the Electric Utility Services Plan in the Comprehensive Plan as outlined in the Analysis and the Public Facilities Review Memo. The use is also consistent with the zoning district, as the Zoning Ordinance Sec. 32-201.11 allows for an electric substation with a Special Use Permit. These elements provide the basis for recommending approval.

> LAND USE POLICY 43: Plan and design all public facilities in a manner that generally conforms to the Comprehensive Plan, the Zoning Ordinance, the Design and Construction Standards Manual ("DCSM"), the Capital Improvements Plan ("CIP"), and the Strategic Plan.
>
> LU43.2: All proposed public facilities should be planned, sited, and buffered, consistent with applicable law in a manner to provide compatibility with surrounding existing and planned uses.

LU43.3: Public facilities are subject to a review and determination that the general location or approximate location, character, and extent is substantially in accordance with the Comprehensive Plan under Virginia Code section 15.2-2232 and Prince William County Code Sec. 32-201.10, et seq.

Community Input

Notice of this Special Use Permit (SUP) application has been transmitted to the property owners within 500 feet of the subject property. A few days before the September 9, 2025 Planning Commission public hearing, staff did receive a form memo email from several dozen citizens in opposition to the substation application.

A Community meeting was held at Marsteller Middle School on July 10, 2025, to inform the residents and businesses regarding the proposed development. It was reported that several dozen interested citizens attended from 702 invites.

During the September 9, 2025, Planning Commission public hearing, one speaker signed up to speak virtually, however had technical issues and could not continue.

A significant number of opposition emails were received by the Planning Office before the originally scheduled BOCS public hearing to be held January 20, 2026. The emails spanned topics from the new substation, transmission lines and general industrial sprawl in the Brentsville area. They were all forwarded to the Applicant and the District Supervisor's office.

An additional community meeting was held with the Braemar community on May 4, 2026 with approximately 60 in attendance. Elected officials (State Senator Danica Roem and Delegate Elizabeth Guzman) and community groups representatives were also in attendance.

Other Jurisdiction Comments

The subject site is located outside of the required notification area for adjacent jurisdictions.

Legal Issues

If the Special Use Permit (SUP) is approved, the property could be developed as requested. Legal issues resulting from the Board's action are appropriately addressed by the County Attorney's Office.

Timing

There is no legal timeframe for the Board of County Supervisors' action on a special use permit application. However, it is the Planning Office's recommendation that final action be taken within one year of acceptance of the application. In this case the one-year timeframe ended on October 9, 2025.

STAFF CONTACT INFORMATION

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Vanessa Watson | (703) 792-4209
vwatson@pwcgov.org

ATTACHMENTS

Attachment A – Staff Analysis
Attachment B – Special Use Permit (SUP) Plan dated April 23, 2026
Attachment C – Planning Commission Resolution
Attachment D – BOCS Deferral Resolution

Part I. Summary of Comprehensive Plan Consistency

Staff Recommendation: APPROVAL

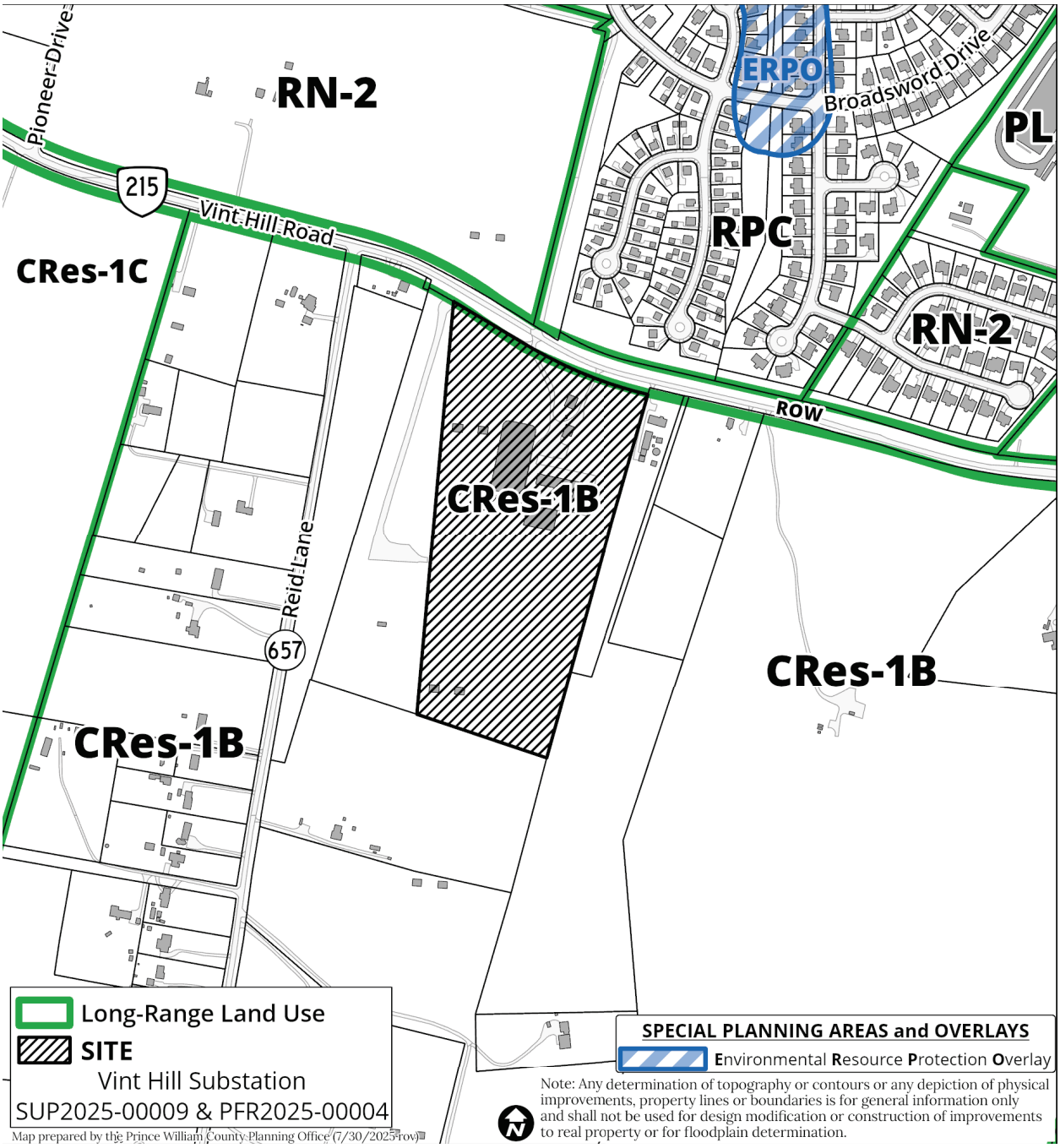
This summary analysis is based on the relevant Comprehensive Plan action strategies, goals, and policies. A complete analysis is provided in Part II of this report.

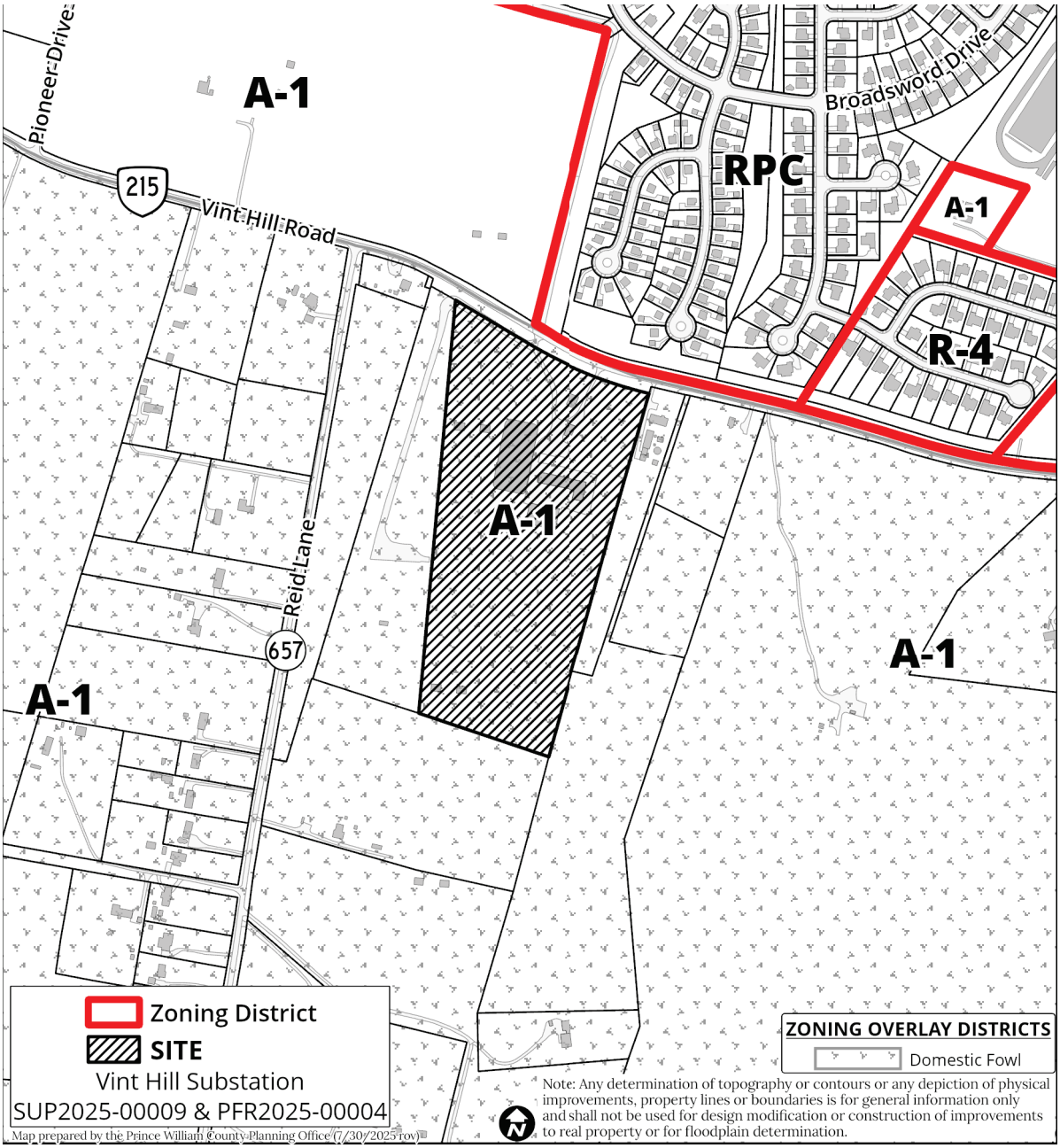
Comprehensive Plan Sections	Plan Consistency
Long-Range Land Use	Yes
Community Design	Yes
Cultural Resources	Yes
Economic Development	Yes
Environment	Yes
Fire and Rescue	Yes
Police	Yes
Potable Water	Yes
Sanitary Sewer	Yes
Transportation	Yes

Part II. Comprehensive Plan Consistency Analysis

The following table summarizes the area characteristics (see maps):

Direction	Land Use	Long Range Future Land Use	Zoning
Subject Site	Existing electric substation Dominion	CRes-1B, Conservation Residential with Transect 1B	A-1, Agricultural
North	Single Family Homes	RN 2, Residential Neighborhood & RPC, Residential Planned Community	A-1, Agricultural & RPC, Residential Planned Community
South	Single Family Homes (Reid Energy Center SUP2024-00006)	CRes-1B, Conservation Residential with Transect 1B	A-1, Agricultural
East	Single Family Homes	CRes-1B, Conservation Residential with Transect 1B	A-1, Agricultural
West	Existing Novec electric substation	CRes-1B, Conservation Residential with Transect 1B	A-1, Agricultural


Pioneer Drive
RN-2
215
Vint Hill Road
CRes-1C
ERPO
Broadsword Drive
PL
RPC
RN-2
ROW
CRes-1B
Reid Lane
657
CRes-1B
CRes-1B
Long-Range Land Use
SITE
Vint Hill Substation
SUP2025-00009 & PFR2025-00004
Map prepared by the Prince William County Planning Office (7/30/2025 rov)
SPECIAL PLANNING AREAS and OVERLAYS
Environmental Resource Protection Overlay
Note: Any determination of topography or contours or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for design modification or construction of improvements to real property or for floodplain determination.


A-1
Pioneer Drive
215
Vint Hill Road
RPC
Broadsword Drive
A-1
R-4
A-1
Reid Lane
657
A-1
A-1
Zoning District
SITE
Vint Hill Substation
SUP2025-00009 & PFR2025-00004
Map prepared by the Prince William County Planning Office (7/30/2025 rov)
ZONING OVERLAY DISTRICTS
Domestic Fowl
Note: Any determination of topography or contours or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for design modification or construction of improvements to real property or for floodplain determination.

Long-Range Land Use Plan Analysis

The County's Long-Range Land Use Plan sets out policies and action strategies that further the County's goal of concentrating on population, jobs, and infrastructure within vibrant, walkable, mixed-use centers serviced by transit. In addition to delineating land uses on the Long-Range Land Use Map, the Plan:

- includes smart growth principles that promote a countywide pattern of land use that encourages fiscally sound development;
- complements, preserves, protects, and respects the cultural and natural resources in the County;
- revitalizes, protects, and preserves the existing neighborhoods in the County.

Prior to the 2022 Comprehensive Plan update, the SUP property was located in the AE, Agricultural Estate land use designation of which A-1, Agricultural was an implementing zoning district.

The SUP property is currently located in the CRes-1B, Conservation Residential designation on the County's Comprehensive Plan. The following table summarizes the uses and densities intended within the CRes-1B land use designation:

Long-Range Land Use Map Designation	Intended Uses and Densities
CRes-1B, Conservation Residential with a Transect 1B	This land use classification purpose - Conservation Residential areas are residential developments characterized by compact development patterns. These areas offer a range of housing types that are smaller than conventional rural and suburban homes and are located on smaller lots. Residential Cluster development concentrates development on a limited footprint within a site at higher densities, with the intent to permanently conserve surrounding natural resources, cultural resources, and open space.

Proposal's Strengths

- The A-1, Agricultural zoning district in the CRes 1B, Conservation Residential is not an implementing zoning district; however, the zoning district permits an electric substation with a Special Use Permit.
- The Applicant submitted a Public Facilities Review (PFR) PFR#2025-00004, with the Special Use Permit application. The PFR was reviewed by Countywide Planning staff and staff recommended the Planning Commission find the general approximate location, character and extent to be substantially in accord with the Comprehensive Plan. The Planning Commission approved the PFR at their September 9, 2025, public hearing.

ELECTRICAL UTILITY SERVICES PLAN: Electrical utility services include facilities that generate, transmit, distribute, and/or store power. The need for these facilities accelerates commensurate with development. As the need for sites for these facilities increases, so does the scarcity of appropriate land for their construction. The policies and action strategies set forth in this plan provide guidance on siting and design issues and are to be used in evaluating land use applications. They should not be interpreted as superseding or amending any requirements of the Zoning Ordinance or other county, state, and federal laws pertaining to these facilities.

POLICY EU-1 Locate electrical utility facilities to provide maximum service levels as unobtrusively as possible.

Policy EU-2 Design electrical facilities to minimize negative impacts on existing and future communities.

- EU-2.1: Collocate facilities such as electrical generation, distribution, and transmission infrastructure, electrical substations, and electrical storage, where possible, to minimize visual and community impacts. This should include screening of structures and, where appropriate and consistent with applicable law, the undergrounding of distribution and transmission infrastructure.

- EU-2.2: Locate future electrical substations and electrical storage on sites which shield nearby residences from noise, while affording privacy and safety. Provide adequate acreage for expansion of substations and maintain levels of screening to accommodate expansion.

Proposal's Weaknesses

- There were no weaknesses identified with the proposed Special Use Permit (SUP) that were correlated to or associated with the County's Long-Range Land Use Plan.

Consistency Recommendation

This application is found to be consistent with the relevant components of the Long-Range Land Use Plan.

Community Design Plan Analysis

The County's Community Design Plan sets out policies and action strategies that further the County's goals of providing quality development and a quality living environment for residents, businesses, and visitors, and creating livable and attractive communities. The Plan includes recommendations relating to building design, site layout, circulation, signage, access to transit, landscaping and streetscaping, community open spaces, natural and cultural amenities, stormwater management, and the preservation of environmental features.

Minimum Development Standards

The requested Special Use Permit (SUP) does not have any conflicts with the County's Minimum Development Standards. The SUP conditions presented in this report further solidify that the requested SUP will adhere with the County's minimum development standards.

Proposal's Strengths

- The Applicant has agreed through conditions that the existing buffers will be preserved, with two exceptions, as shown on the SUP Plan: a section of trees within the proposed transmission line corridor along Vint Hill Road will be replaced with large native shrubs. The height of the replacement shrubs will not interfere with proposed power lines but will continue to screen the substation from view of Vint Hill Road.

- The Applicant has agreed through conditions that the trees within the eastern 50' landscape buffer that fall within the proposed limits of disturbance will be replaced with a focus on evergreen trees to provide enhanced screening.

Proposal's Weaknesses

- There were no weaknesses identified with the proposed Special Use Permit (SUP) that were correlated to or associated with the County's Landscaping Requirements.

Consistency Recommendation

This application is found to be consistent with the relevant components of the County's Community Design Plan.

Cultural Resources Plan Analysis

Cultural Resources are tangible links to our shared history which have shaped societal values and provide us with a better understanding of who we are. Good Cultural Resources Management (CRM) practices guide smart and sustainable development while also safeguarding the County's history and retaining a sense of place. Prince William County promotes the identification, research, evaluation, preservation, and documentation consistent with state and federal guidelines and encourages interpretation of cultural resource sites and the heritage tourism opportunities these sites present. Cultural resources are found in architectural or archaeological sites, historic districts, cemeteries, battlefields, cultural landscapes, museum objects, and archival materials; and come from all time periods and ethnicities; including minority communities. The Cultural Resources Plan's policies and action strategies provide a framework for the Board of County Supervisors, as well as boards, commissions, staff, citizens, and the development community to guide preservation decisions.

There are no archaeological and architectural sites or graves recorded in the project area. The County's Historical Commission reviewed this request at its May 13, 2025, meeting and recommended no further work for the requested Special Use Permit (SUP).

Proposal's Strengths

- There were no issues with the requested Special Use Permit (SUP) that were correlated to or associated with the County's Cultural Resources Plan.

Proposal's Weaknesses

- There were no weaknesses identified with the requested Special Use Permit (SUP) that were correlated to or associated with the County's Cultural Resources Plan.

Consistency Recommendation

This application is found to be consistent with the relevant components of the County's Cultural Resources Plan.

Environment Plan Analysis

The County's Environment Plan sets out policies and action strategies that further the County's goal of preserving, protecting, and enhancing significant environmental resources and features. The Plan includes recommendations relating to the incorporation of environmentally sensitive development techniques, improvement of air quality, identification of problematic soil issues, preservation of native vegetation, enhancement of surface and groundwater quality, limitations on impervious surfaces, and the protection of significant viewsheds.

Storm Water Management: As required, the Applicant will provide an above ground Stormwater Management Facility "SWM", as shown on the SUP plan, appropriate to the site as determined with final engineering at final site plan.

Proposal's Strengths

- Water Quality: The applicant has agreed to conditions for a contribution of $75.00 per disturbed acre for water quality monitoring, drainage improvements and/or stream restoration projects.

- Supplemental plantings: The Applicant has agreed through conditions to providing a minimum of 85% native drought resistant species with any supplemental plantings.

Proposal's Weaknesses

- There were no weaknesses identified with the requested Special Use Permit (SUP) that were correlated to or associated with the County's Environmental Plan.

Consistency Recommendation

This application is found to be consistent with the relevant components of the County's Environmental Plan.

Economic Development

The County's Economic Development Plan sets out policies and action strategies that aims to foster the growth of environmentally sound industries to create quality jobs and diversify the nonresidential tax base, creating a climate where citizens can live and work in Prince William County. The Plan includes recommendations relating to business attraction, retention and expansion, the provision of adequate infrastructure, redevelopment of less competitive areas, telecommuting and other information-age opportunities, and recognition of tourism as an industry.

Proposal's Strengths

- The proposed substation will increase reliability and quality of energy service within the County and will directly support future uses. Establishing a strong and reliable electric transmission system is paramount in attracting targeted businesses and providing the necessary infrastructure for Prince William County to support its residents, businesses, and expansion of its economic activities.

Proposal's Weaknesses

- There were no weaknesses identified with the proposed Special Use Permit (SUP) that were correlated to or associated with the County's Economic Development Plan.

Consistency Recommendation

This application is found to be consistent with the relevant components of the County's Economic Development Plan.

Fire and Rescue Plan Analysis

The County's Fire and Rescue Plan sets out policies and action strategies that further the County's goal of protecting lives, property, and the environment through timely, professional, humanitarian services essential to the health, safety, and well-being of the community. The Plan includes recommendations relating to siting criteria, appropriate levels of service, and land use compatibility for fire and rescue facilities. The Plan also includes recommendations to supplement response time and reduce risk of injury or death to County residents, establishment of educational programs, such as cardio-pulmonary resuscitation (CPR) training, automatic external defibrillators (AED), and encourage installation of additional fire protection systems – such as sprinklers, smoke detectors, and other architectural modifications.

Fire/Rescue Station 25 (Nokesville) is the first due fire/rescue resource for the property. The property is located inside the required 4.0-minute travel time for Basic Life Support and Fire Suppression and inside the required 8.0-minute travel time for Advanced Life Support. In FY 2024, Station 25 responded to 2,584 incidents with a workload station capacity of 4,000 incidents per year.

Given the gas-insulated technology to be used on-site, staff has added a number of conditions for the Department of Fire & Rescue to assist in circumstances where they would need to gain access, what hazardous materials are on-site and any spill/release notification plans.

Proposal's Strengths

- Inside of 4.0-Minute Travel Time: The property is currently located inside the required 4.0-minute travel time for fire suppression and basic life support.

- Inside of 8.0-Minute Travel Time: The property is located within the required 8.0-minute travel time for advanced life support services.

- Monetary Contribution: The Applicant shall make a monetary contribution of $0.61 per square foot of building area for fire and rescue services to the Board of County Supervisors prior to issuance of the final site plan approval.

Proposal's Weaknesses

- There were no weaknesses identified with the proposed Special Use Permit (SUP) that were correlated to or associated with the County's Fire and Rescue Plan.

Consistency Recommendation

This application is found to be consistent with the relevant components of the County's Fire and Rescue Plan.

Police Plan Analysis

The County's Police Plan is designed to promote the Prince William County's public safety strategic goal to continue to be a safe community, reduce criminal activity, prevent personal injury and loss of life and property, and ensure effective and timely responses throughout the County. The Plan recommends educational initiatives, such as Neighborhood and Business Watch and Crime Prevention through Environmental Design (CPTED), which encourages new development to be designed in a way that enhances crime prevention. The Plan also encourages effective and reliable public safety communications linking emergency responders in the field with the Public Safety Communications Center.

At this time, the County's Police Department believes that this application will not create a significant impact on calls for service. The Applicant should coordinate with the County's Police Department as

the site develops and apply the various Crime Prevention Through Environmental Design (CPTED) principles, which can be found at the following:

- https://www.pwcva.gov/assets/documents/police/002035.pdf

Details on the type(s) of onsite security measures should also be considered, including access control, surveillance cameras, alarm systems, security, access gates, fencing, and onsite lighting.

Proposal's Strengths

- No Significant Impact: The County's Police Department believes that this application will not create significant impacts on calls for service.

Proposal's Weaknesses

- There were no weaknesses identified with the proposed Special Use Permit (SUP) that were correlated to or associated with the County's Police Plan.

Consistency Recommendation

This application is found to be consistent with the relevant components of the County's Police Plan.

Potable Water Plan Analysis

The County's Potable Water Plan sets out policies and action strategies that further the County's goal of providing an economically and environmentally sound drinking water system. The Plan includes recommendations relating to system expansion, required connections to public water in the development area, and the use of private wells or public water in the Rural Area.

Proposal's Strengths

- The use will be unmanned and not be using any water connection with this SUP application.

Proposal's Weaknesses

- There were no weaknesses identified with the requested Special Use Permit (SUP) Amendment that were correlated to or associated with the County's Potable Water Plan.

Consistency Recommendation

This application is found to be consistent with the relevant components of the County's Potable Water Plan.

Sanitary Sewer Plan Analysis

The County's Sanitary Sewer Plan sets out policies and action strategies that further the County's goal of providing an economically and environmentally sound sanitary and stormwater sewer system. The Plan includes recommendations relating to system expansion, required connections to public sewer in the development area, and the use of either private or public sewer systems in locations classified as Semi-Rural Residential (SRR) and the Rural Area.

Proposal's Strengths

- The use will be unmanned and not be using any sewer connection with this SUP application.

Proposal's Weaknesses

- There were no weaknesses identified with the requested Special Use Permit (SUP) that were correlated to or associated with the County's Sanitary Sewer Plan.

Consistency Recommendation

This application is found to be consistent with the relevant components of the County's Sanitary Sewer Plan.

Transportation Plan Analysis

By providing a multi-modal approach to traffic circulation Prince William County promotes the safe and efficient movement of goods and people throughout the County and surrounding jurisdictions. The Transportation Plan sets out policies and action strategies that further the County's goal of creating and sustaining an environmentally friendly, multi-modal transportation system that meets the demands for intra- and inter-county trips, is integrated with existing and planned development, and provides a network of safe, efficient, and accessible modes of travel. The Plan includes recommendations addressing safety, minimizing conflicts with environmental and cultural resources, maximizing cost effectiveness, increasing accessibility of all travel modes, minimizing projected trip demand, and providing sufficient network capacity. The County recognizes that it is not possible to address congestion through road investments alone and has reduced the acceptable standard to (LOS) of "E" specifically in Small Area Plans, in Activity Centers, and on Arterials Projects should include strategies that result in a level of service LOS "D" or better on all roadway, corridors, and intersections, reduce traffic demand through transportation demand management strategies, dedicate planned rights-of-way, provide and/or fund transit infrastructure, pedestrian, and bicycle pathways, and improved and coordinated access to transit facilities.

Access to the electric substation facility will be via two access points from Vint Hill Road. The site entrances will be constructed per VDOT PE-1 standards.

As noted on the Traffic Impact Analysis (TIA) deferral form, the trip generation for the requested use will be minimal and a traffic study was not necessary for this application.

Proposal's Strengths

- Low Trip Generation: Once construction is complete, the anticipated trip generation for the site will be insignificant. The proposed electric substation will have minimal overall impact to the road network.

- Access: Two access points from Vint Hill Road will be provided with entrances constructed under VDOT requirements. This includes the eastern entrance designated for emergency access only.

Proposal's Weaknesses

- There were no weaknesses identified with the requested Special Use Permit (SUP) associated with the County's Transportation Plan.

Consistency Recommendation

This application is found to be consistent with the relevant components of the County's Transportation Plan.

Materially Relevant Issues

This section of the report is intended to identify issues raised during the review of the proposal, which are not directly related to the policies, goals, or action strategies of the Comprehensive Plan, but which are materially relevant to the County's responsibilities in considering land use issues. The materially relevant issues in this case are as follows:

There were no materially relevant issues raised during the review of this application.

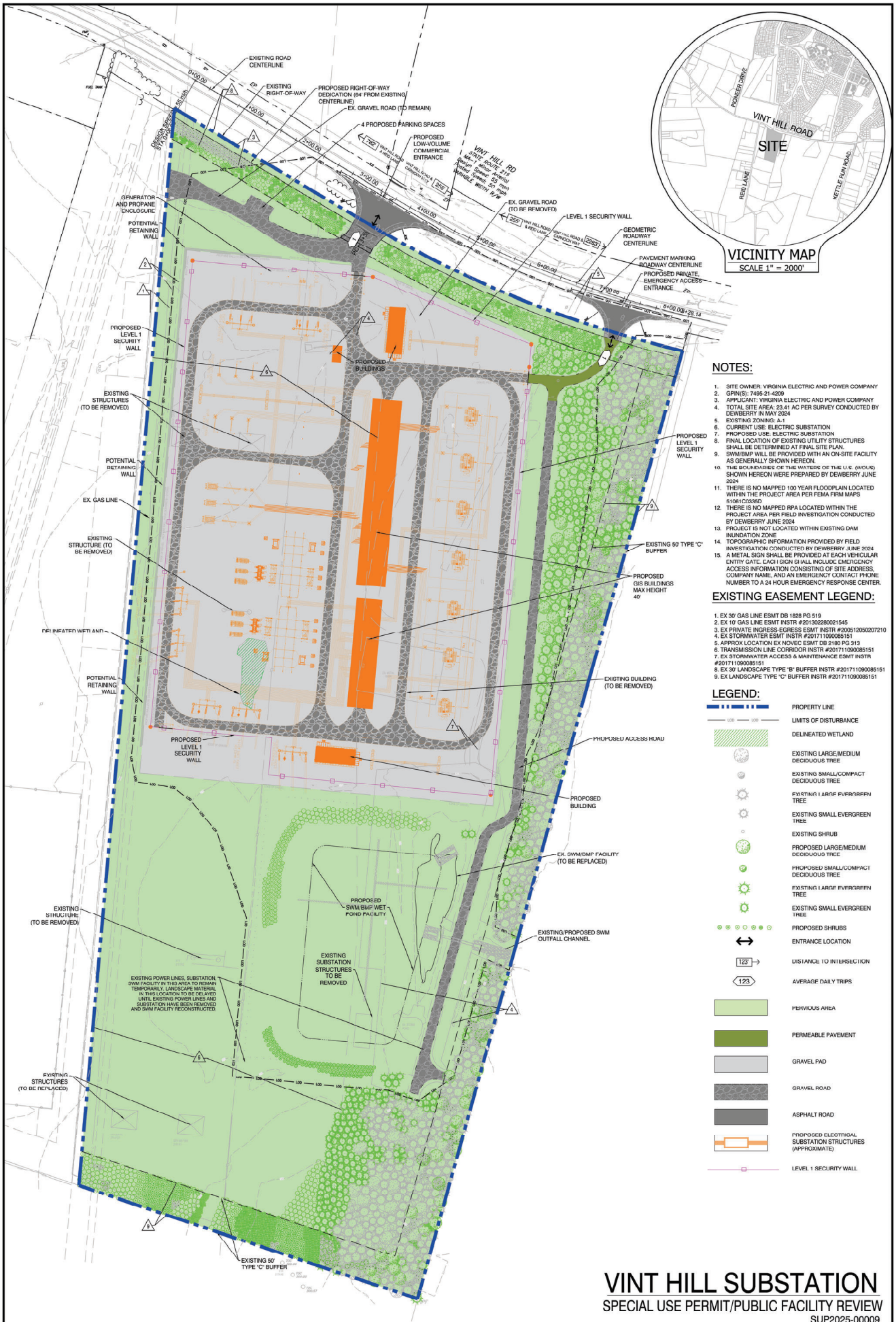
Modifications / Waivers

There were no modifications or waivers requested with the review of this application.

Agency Comments

The following agencies have reviewed the proposal, and their comments have been summarized in relevant comprehensive plan chapters of this report. Individual comments are in the case file in the Planning Office:

- PWC Archaeologist
- PWC Police / Crime Prevention
- PWC Building Official
- PWC Service Authority/Prince William Water
- PWC Economic Development
- PWC Transportation and Capital Construction
- PWC Fire Marshal Office
- PWC Historical Commission
- VDOT (Va. Dept. of Transportation)
- PWC Planning Office – Land Use Review Case Manager / Countywide Planning
- PWC Development Services - Land Development Division
- PWC Development Services – Zoning Administration
- PWC Public Works – Environmental Services / Watershed Management



VINT HILL SUBSTATION

SPECIAL USE PERMIT/PUBLIC FACILITY REVIEW

SUP2025-00009

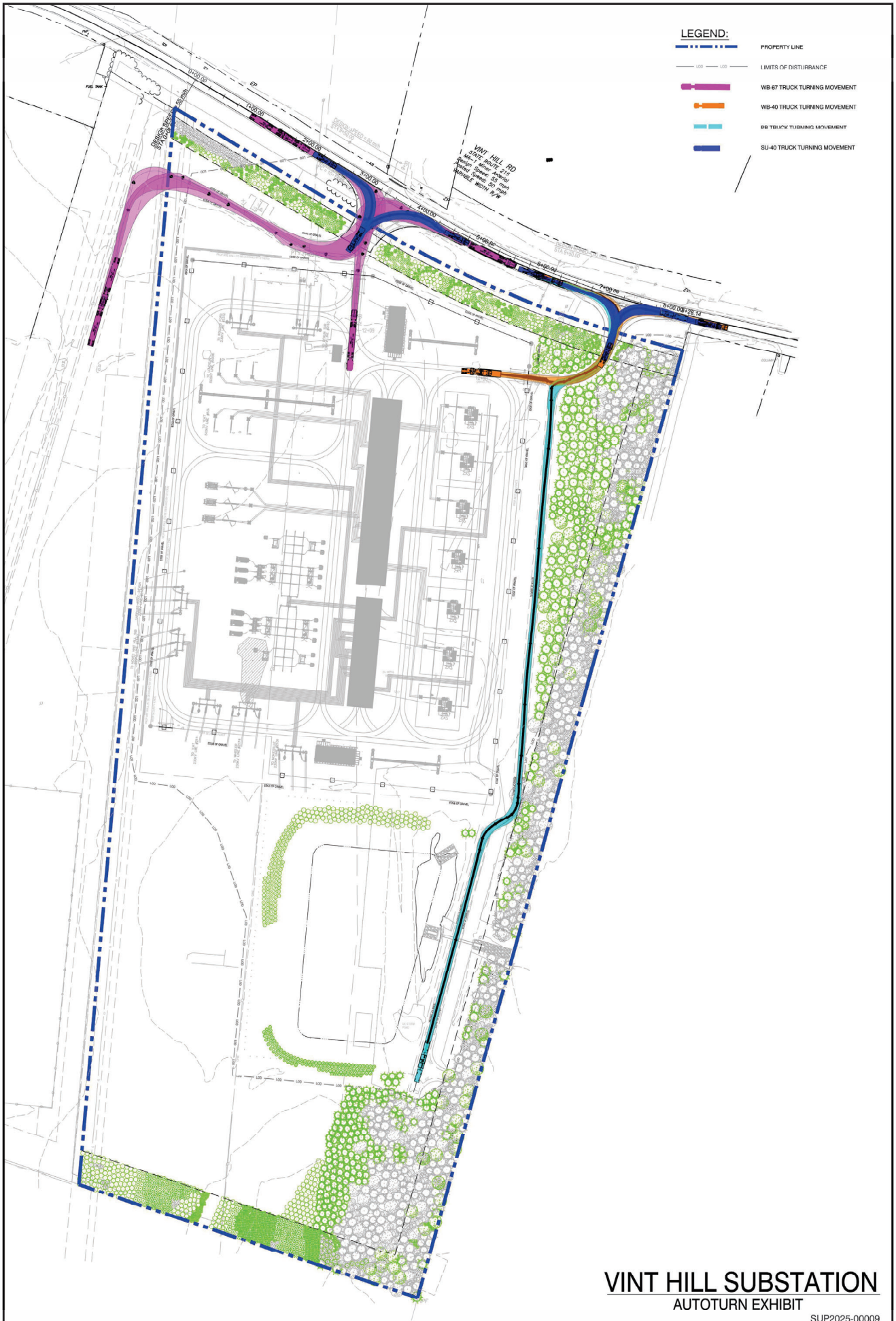
DATE: JULY 15, 2024

REVISED: APRIL 7, 2025, JULY 24, 2025, DECEMBER 8, 2025, APRIL 23, 2026

BRENTSVILLE MAGISTERIAL DISTRICT
PRINCE WILLIAM COUNTY, VIRGINIA

PAGE 1 OF 4

Dewberry
Dewberry Engineers Inc.
13575 HEATHCOTE BLVD.
SUITE 100
GAINESVILLE, VA 20155-6693
PHONE: 703.468.2211
FAX: 703.468.2212



VINT HILL SUBSTATION

AUTOTURN EXHIBIT

SUP2025-00009

DATE: JULY 15, 2024

REVISED: APRIL 7, 2025, JULY 24, 2025, DECEMBER 8, 2025, APRIL 23, 2026

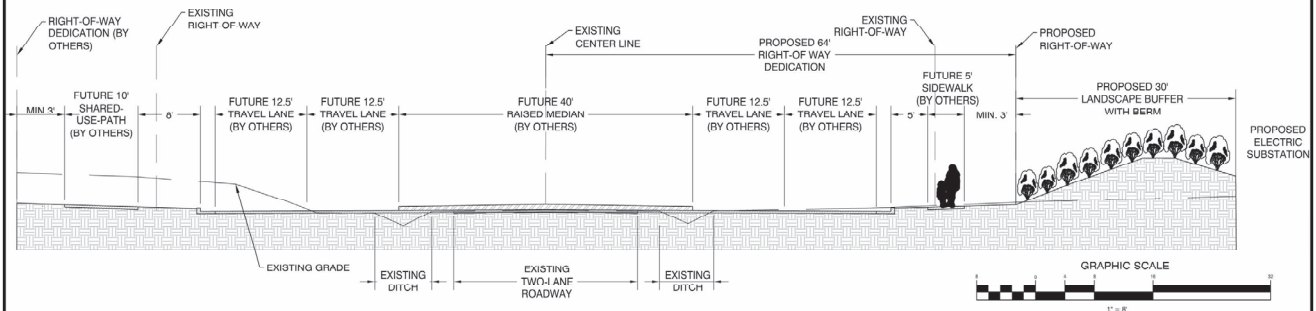
BRENTSVILLE MAGISTERIAL DISTRICT
PRINCE WILLIAM COUNTY, VIRGINIA

PAGE 2 OF 4

Dewberry®
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dewberry.dewberrynod.local:Offices\Leesburg\Projects\50171410 - DOM VH SUB\Planning\SUP\SUBMIT\SUP SUBMIT.dwg Apr 30, 2026 - 9:26am

VINT HILL ROAD CROSS-SECTION

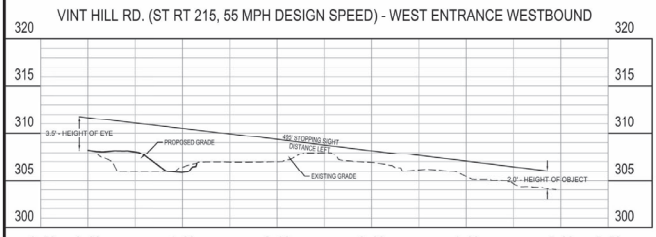


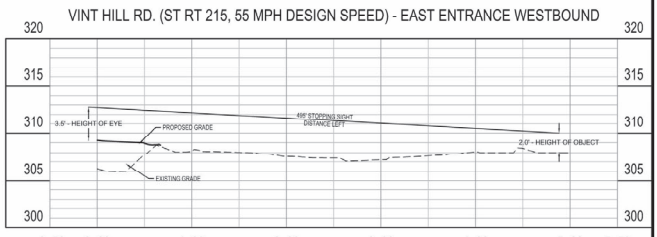
NOTE: THIS CROSS-SECTION PROVIDED FOR INFORMATIONAL PURPOSES ONLY, TO ILLUSTRATE ADEQUACY OF PROPOSED RIGHT-OF WAY FOR THE MA-1 ROAD SECTION OUTLINED IN THE PRINCE WILLIAM COUNTY COMPREHENSIVE PLAN. RIGHT-OF-WAY DEDICATION IS BEING PROPOSED WITH THIS APPLICATION; ALL PHYSICAL IMPROVEMENTS WILL BE PROVIDED BY OTHERS.

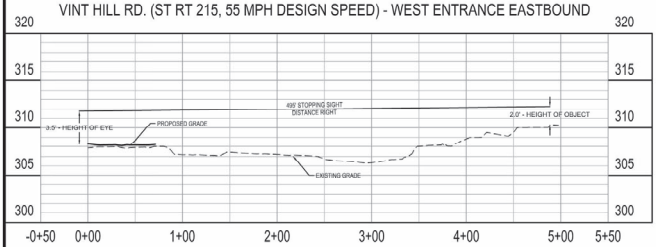
SIGHT DISTANCE PLAN/PROFILES

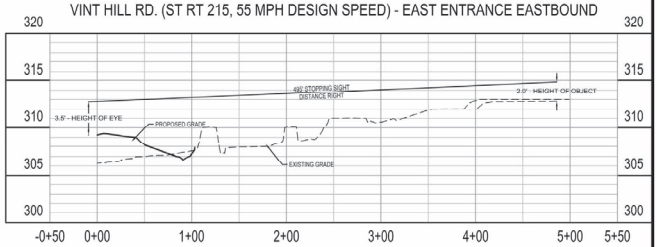
SIGHT DISTANCE PLAN VIEW











VINT HILL SUBSTATION

VINT HILL RD SECTION AND SIGHT DISTANCE PROFILES

SUP2025-00009

DATE: JULY 15, 2024

REVISED: APRIL 7, 2025, JULY 24, 2025, DECEMBER 8, 2025, APRIL 23, 2026

BRENTSVILLE MAGISTERIAL DISTRICT
PRINCE WILLIAM COUNTY, VIRGINIA

PAGE 3 OF 4

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EXISTING PLANT LIST - FROM SITE PLAN #SPR2017-00008

PLANT LIST - SCHEDULE H

KEY	QTY	BOTANICAL NAME	COMMON NAME	REMARKS	SIZE	COVERAGE CALCULATIONS CREDIT	COVERAGE CALCULATIONS TOTAL CREDIT
SHADE TREES							
AR	~~29~~ 26	Acer Rubrum	Red Maple	B&B	3-1/2" Cal.	250 S.F.	6500 S.F.
QC	4 21	Quercus coccinea	Scarlet Oak	B&B	3-1/2" Cal.	250 S.F.	5250 S.F.
QP	~~31~~ 24	Quercus phellos	Willow Oak	B&B	3-1/2" Cal.	250 S.F.	6500 S.F.
UNDERSTORY TREES							
AL	~~15~~ 26	Amelanchier laevis	Allegheny Serviceberry	B&B Multi-stem	2-1/2" Cal.	100 S.F.	1000 S.F.
CC	6 18	Cercis canadensis	Redbud	B&B	2-1/2" Cal.	100 S.F.	1000 S.F.
CV	~~60~~ 55	Chionanthus virginicus	Fringetree	B&B	2-1/2" Cal.	100 S.F.	5500 S.F.
CF	~~42~~ 102	Cornus florida	Flowering Dogwood	B&B	2-1/2" Cal.	100 S.F.	10200 S.F.
EVERGREEN TREES							
JV	~~101~~97	Juniperus virginiana	Eastern Red Cedar	B&B	7-8' HT	100 S.F.	9700 S.F.
PO	~~95~~	Picea omorika	Serbian Spruce	B&B	7-8' HT	100 S.F.	9500 S.F.
PR	~~181~~93	Pinus rigida	Pitch Pine	B&B	7-8' HT	200 S.F.	24600 S.F.
PV	~~54~~ 91	Pinus virginiana	Virginia Pine	B&B	7-8' HT	150 S.F.	13650 S.F.
SHRUBS							
AA	~~265~~381	Aronia arbutifolia	Red Chokeberry	#5 CONT.	30-36"	0 S.F.	0 S.F.
IG	40 418	Ilex glabra	Inkberry	#5 CONT.	30-36"	0 S.F.	0 S.F.
PD	~~411~~	Penstemon digitalis	Beardtongue	#5 CONT.	30-36"	0 S.F.	0 S.F.
SP	~~806~~7397	Spiraea prunifolia	Bridalwreath Spiraea	#3 CONT.	18-24"	0 S.F.	0 S.F.
VR	~~1010~~1491	Viburnum rhytidophyllum	Leatherleaf Viburnum	#3 CONT.	18-24"	0 S.F.	0 S.F.
						* TOTAL =	93500 S.F.
						* TOTAL =	~~2.15 AC.~~
IV	99	Ilex verticillata	Winterberry Holly				
IO	2	Ilex occidentalis	American Holly				2.05 ac

STORMWATER MANAGEMENT POND

Schedule I
STORM WATER MANAGEMENT POND LANDSCAPING

1. Linear feet of the 100-year water surface elevation:			610	FT
2. Linear feet of the 100-year water surface elevation deducted for hardscape:			0	FT
3. Total number of plant units required at 80pu/100lf:			488	p.u.
4. Number of plants provided *:				
Number of large deciduous trees provided:	7	x 10 p.u =	70	p.u.
Number of large evergreen trees:		x 10 p.u =	0	p.u.
Number of evergreen understory trees (medium, small, compact):		x 5 p.u =	0	p.u.
Number of deciduous understory trees (medium, small, compact):		x 5 p.u =	0	p.u.
Number of shurbs:	209	x 2 p.u =	418	p.u.
Number of Ornamental Grasses:		x 1 p.u =	0	p.u.
Number of Perennials:		x 0.25 p.u =	0	p.u.
5. Total number of plant units provided *:			488	p.u.

* Note: Plant units shall not include plantings for the aquatic bench.

NOTE: SCHEDULE H FROM SPR-2017-00008 HAS BEEN MODIFIED TO REFLECT EXISTING CONDITIONS AS OF FEBRUARY 2025.

FINAL PLANT LIST

PLANT LIST - SCHEDULE H

KEY	QTY	BOTANICAL NAME	COMMON NAME	REMARKS	SIZE	COVERAGE CALCULATIONS CREDIT	COVERAGE CALCULATIONS TOTAL CREDIT
SHADE TREES							
AR	24	Acer Rubrum*	Red Maple			250 S.F.	6000 S.F.
QC	4	Quercus coccinea*	Scarlet Oak			250 S.F.	1000 S.F.
QP	31	Quercus phellos*	Willow Oak			250 S.F.	7750 S.F.
TBD	42	TBD	TBD- Large to medium deciduous tree	B&B	2" Cal.	200 S.F.	8400 S.F.
UNDERSTORY TREES							
AL	15	Amelanchier laevis*	Allegheny Serviceberry			100 S.F.	1500 S.F.
CC	6	Cercis canadensis*	Redbud			100 S.F.	600 S.F.
CV	60	Chionanthus virginicus*	Fringetree			100 S.F.	6000 S.F.
CF	42	Cornus florida*	Flowering Dogwood			100 S.F.	4200 S.F.
TBD	15	TBD	TBD- Small to compact deciduous tree	B&B	2" Cal.	100 S.F.	1500 S.F.
EVERGREEN TREES							
IO	2	Ilex occidentalis*	American Holly			100 S.F.	200 S.F.
JV	153	Juniperus virginiana*	Eastern Red Cedar			100 S.F.	15300 S.F.
PO	0	Picea omorika*	Serbian Spruce			100 S.F.	0 S.F.
PR	181	Pinus rigida*	Pitch Pine			200 S.F.	36200 S.F.
PV	54	Pinus virginiana*	Virginia Pine			150 S.F.	8100 S.F.
TBD	157	TBD	TBD- Large evergreen tree	B&B	7-8' HT	200 S.F.	31400 S.F.
TBD	167	TBD	TBD- Small to medium evergreen tree	B&B	7-8' HT	100 S.F.	16700 S.F.
SHRUBS							
AA	265	Aronia arbutifolia*	Red Chokeberry			0 S.F.	0 S.F.
IG	40	Ilex glabra*	Inkberry			0 S.F.	0 S.F.
IV	99	Ilex verticallata*	Winterberry Holly			0 S.F.	0 S.F.
PD	0	Penstomon digitalis*	Beardtongue			0 S.F.	0 S.F.
SP	806	Spiraea prunifolia*	Bridalwreath Spiraea			0 S.F.	0 S.F.
VR	1010	Viburnum rhytidophyllum*	Leatherleaf Viburnum			0 S.F.	0 S.F.
TBD	1451	TBD	TBD	TBD	TBD	0 S.F.	0 S.F.
GRASS							
TBD	72	TBD	TBD	TBD	TBD	0 S.F.	0 S.F.
						* TOTAL =	144850 S.F.
						* TOTAL =	3.33 AC.

*EXISTING MATERIAL

TREE COVER CALCULATIONS

Schedule D
TREE COVER CALCULATIONS

Tree Cover Required:		
1. Gross Site Area:		23.4 AC.
2. Net Site Area (Excluding Transmission Line Easement:		12.9 AC.
3. Percent of Tree Cover Required:		10%
4. Total Area of Tree Cover Required:		1.29 AC.
Tree Cover Provided:		
5. Tree Cover From Landscaping:		3.33 AC.
6. Tree Cover From Preservation:		0.00 AC.
7. Total Tree Cover Provided:	25.80%	3.33 AC.

50' TYPE "C" BUFFER

Schedule A
BUFFER AREA PLANTING- EXISTING

1. Minimum required buffer area (A, B, or C)				C	
2. Minimum width of landscaped yard:				50	FT.
3. Linear feet of buffer strip required along property line and/ or right-of-way:				2016	FT.
4. Percentage of required buffer area occupied by existing woodland				0	%
5. Fence or wall or berm employed in buffer area: ____ Yes XX No					
6. Total number of plant units required in buffer strip:				6451	p.u.
7. Number of large deciduous tree provided:	26	x 10 p.u	= 260		p.u
Number of large evergreen trees:	115	x 10 p.u	= 1150		p.u
Number of evergreen trees understory (medium, small or compact):	104	x 5 p.u	= 520		p.u
Number of deciduous understory trees (medium, small or compact):	98	x 5 p.u	= 490		p.u
Number of shrubs:	871	x 2 p.u	= 1742		p.u
Number of Ornamental Grasses:	0	x 1 p.u	= 0		p.u
Number of Perennials:	0	x 0.25 p.u	= 0		p.u
8. Total number of plant units provided in buffer strip:				4162	p.u

Schedule A
BUFFER AREA PLANTING- PROPOSED

1. Minimum required buffer area (A, B, or C)				C	
2. Minimum width of landscaped yard:				50	FT.
3. Linear feet of buffer strip required along property line and/ or right-of-way:				2016	FT.
4. Percentage of required buffer area occupied by existing woodland				0	%
5. Fence or wall or berm employed in buffer area: ____ Yes XX No					
6. Total number of plant units required in buffer strip:				6451	p.u.
7. Number of large deciduous tree provided:	52	x 10 p.u	= 520		p.u
Number of large evergreen trees:	152	x 10 p.u	= 1520		p.u
Number of evergreen trees understory (medium, small or compact):	106	x 5 p.u	= 530		p.u
Number of deciduous understory trees (medium, small or compact):	98	x 5 p.u	= 490		p.u
Number of shrubs:	1696	x 2 p.u	= 3392		p.u
Number of Ornamental Grasses:	0	x 1 p.u	= 0		p.u
Number of Perennials:	0	x 0.25 p.u	= 0		p.u
8. Total number of plant units provided in buffer strip:				6452 **	p.u

** Existing and proposed material

30' TYPE "B" BUFFER

Schedule A
BUFFER AREA PLANTING- EXISTING

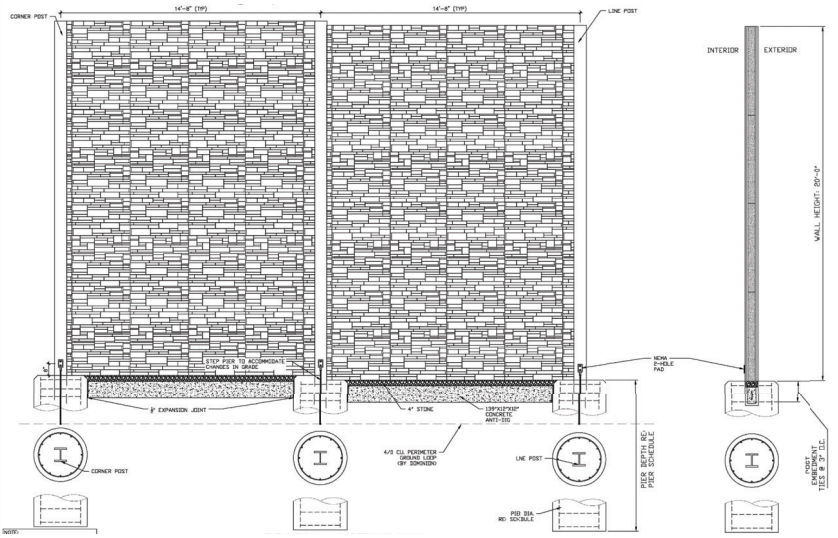
1. Minimum required buffer area (A, B, or C)				B	
2. Minimum width of landscaped yard:				30	FT.
3. Linear feet of buffer strip required along property line and/ or right-of-way:				792	FT.
4. Percentage of required buffer area occupied by existing woodland				0	%
5. Fence or wall or berm employed in buffer area: ____ Yes XX No					
6. Total number of plant units required in buffer strip:				1426	p.u.
7. Number of large deciduous tree provided:	9	x 10 p.u	= 90		p.u
Number of large evergreen trees:	17	x 10 p.u	= 170		p.u
Number of evergreen trees understory (medium, small or compact):	12	x 5 p.u	= 60		p.u
Number of deciduous understory trees (medium, small or compact):	7	x 5 p.u	= 35		p.u
Number of shrubs:	129	x 2 p.u	= 258		p.u
Number of Ornamental Grasses:	0	x 1 p.u	= 0		p.u
Number of Perennials:	0	x 0.25 p.u	= 0		p.u
8. Total number of plant units provided in buffer strip:				613	p.u

Schedule A
BUFFER AREA PLANTING- PROPOSED

1. Minimum required buffer area (A, B, or C)				B	
2. Minimum width of landscaped yard:				30	FT.
3. Linear feet of buffer strip required along property line and/ or right-of-way:				792	FT.
4. Percentage of required buffer area occupied by existing woodland				0	%
5. Fence or wall or berm employed in buffer area: XX Yes ____ No					
6. Total number of plant units required in buffer strip:				1426	p.u.
7. Number of large deciduous tree provided:	9	x 10 p.u	= 90		p.u
Number of large evergreen trees:	22	x 10 p.u	= 220		p.u
Number of evergreen trees understory (medium, small or compact):	12	x 5 p.u	= 60		p.u
Number of deciduous understory trees (medium, small or compact):	7	x 5 p.u	= 35		p.u
Number of shrubs:	511	x 2 p.u	= 1022		p.u
Number of Ornamental Grasses:	0	x 1 p.u	= 0		p.u
Number of Perennials:	0	x 0.25 p.u	= 0		p.u
8. Total number of plant units provided in buffer strip:				1427 **	p.u

** Existing and proposed material

Note: Landscape calculations and proposed landscape material are subject to change at time of final site plan so long as conformance with DCSM standards are maintained.



LEVEL 1 SECURITY WALL ELEVATION
NTS

LEVEL 1 SECURITY WALL SECTION
NTS



LEVEL 1 SECURITY WALL-
FOR ILLUSTRATIVE PURPOSES ONLY

VINT HILL SUBSTATION

LANDSCAPE CALCULATIONS & DETAILS

SUP2025-00009

DATE: JULY 15, 2024

REVISED: APRIL 7, 2025, JULY 24, 2025, DECEMBER 8, 2025, APRIL 23, 2026

BRENTSVILLE MAGISTERIAL DISTRICT
PRINCE WILLIAM COUNTY, VIRGINIA

PAGE 4 OF 4

Dewberry
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PLANNING COMMISSION RESOLUTION

MOTION: **CARROLL** **September 10, 2025**
Regular Meeting

SECOND: **ROSS** **Res. No. 25-077**

RE: **SPECIAL USE PERMIT #SUP2025-00009, VINT HILL SUBSTATION**
BRENTSVILLE MAGISTERIAL DISTRICT

ACTION: **RECOMMEND DENIAL**

WHEREAS, this is a request for special use permit approval to allow an electric substation facility on approximately ±23.41 acres; and

WHEREAS, the site is located on Vint Hill Road, approximately ±425 feet east of its intersection with Reid Lane. The subject property is identified as GPIN# 7495-21-4209 and is addressed as 13405 Vint Hill Road; and

WHEREAS, the site is designated CRes-1B, Conservation Residential, in the Comprehensive Plan; and

WHEREAS, the site is zoned A-1, Agricultural; and

WHEREAS, staff has reviewed the subject application and recommend approval, for reasons as stated in the staff report; and

WHEREAS, the Prince William County Planning Commission duly ordered, advertised, and held a public hearing on September 10, 2025, at which time public testimony was received and the merits of the above-referenced case were considered; and

NOW, THEREFORE, BE IT RESOLVED that the Prince William County Planning Commission does hereby close the public hearing and recommends DENIAL of Special Use Permit #SUP2025-00009, Vint Hill Substation.

Votes:
Ayes: Carroll, Ross
Nays: Brown, Justice, McPhail, Moses-Nedd, Scheufler
Abstain from Vote: None
Absent from Vote: None
Absent from Meeting: Sheikh

MOTION FAILED

Attest: Oly Peña

Oly Peña
Clerk to the Planning Commission

MOTION: **GORDY** **June 23, 2026**
Regular Meeting

SECOND: **BODDYE** **Res. No. 26-422**

RE: **DEFER TO A DATE CERTAIN OF SEPTEMBER 22, 2026 – SPECIAL USE PERMIT #SUP2025-00009, VINT HILL SUBSTATION – BRENTSVILLE MAGISTERIAL DISTRICT**

ACTION: **APPROVED**

WHEREAS, this is a request for special use permit approval to allow an electric substation facility on approximately ±23.41 acres; and

WHEREAS, the site is located on Vint Hill Road, approximately ±425 feet east of its intersection with Reid Lane. The subject property is identified as GPIN# 7495-21-4209 and is addressed as 13405 Vint Hill Road; and

WHEREAS, the site is designated CRes-1B, Conservation Residential, in the Comprehensive Plan; and

WHEREAS, the site is zoned A-1, Agricultural; and

WHEREAS, staff has reviewed the subject application and recommends approval, for reasons as stated in the staff report; and

WHEREAS, the Prince William County Planning Commission, at its public hearing on September 9, 2025, recommended denial, as stated in Resolution Number 25-077; and

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby defers to a date certain of September 22, 2026, Special Use Permit #SUP2025-00009, Vint Hill Substation, subject to the Conditions Statement dated April 23, 2026;

Votes:
Ayes: Angry, Bailey, Boddye, Gordy, Jefferson
Nays: LaCroix, Stewart
Absent from Vote: None
Absent from Meeting: Vega

For Information:
Planning Director

McGuire Woods, LLP
Attention: Sheri Atkins
1750 Tysons Boulevard, Suite 1800
Tysons, VA 22102-4215

Virginia Electric and Power Company
Attention: Michael Breenan
5000 Dominion Boulevard, 3rd Floor SW
Glen Allen, VA 23060

ATTEST: Andrea P. Madden
Clerk to the Board

PRINCE WILLIAM
COUNTY

Vint Hill Substation
Special Use Permit #SUP2025-00009
Brentsville Magisterial District

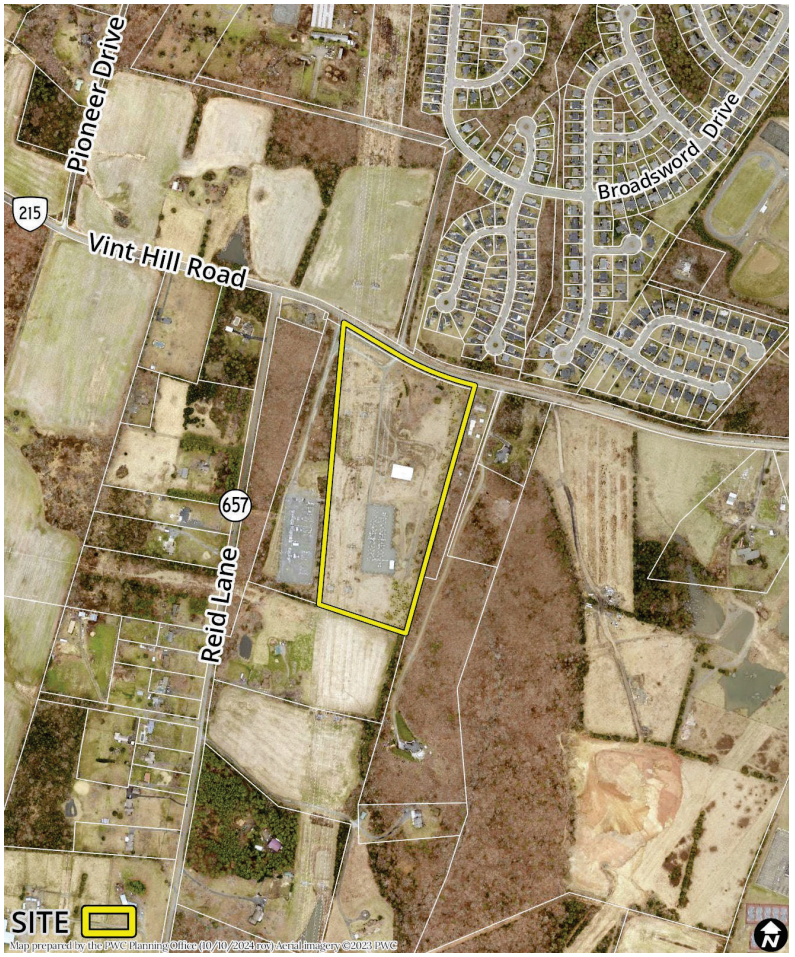
Board of County Supervisors
September 22, 2026

Alex Vanegas, AICP, CPM, CZA
Vanessa Watson, Principal Planner
Planning Office

Vint Hill Substation
SUP2025-00009

PRINCE WILLIAM COUNTY

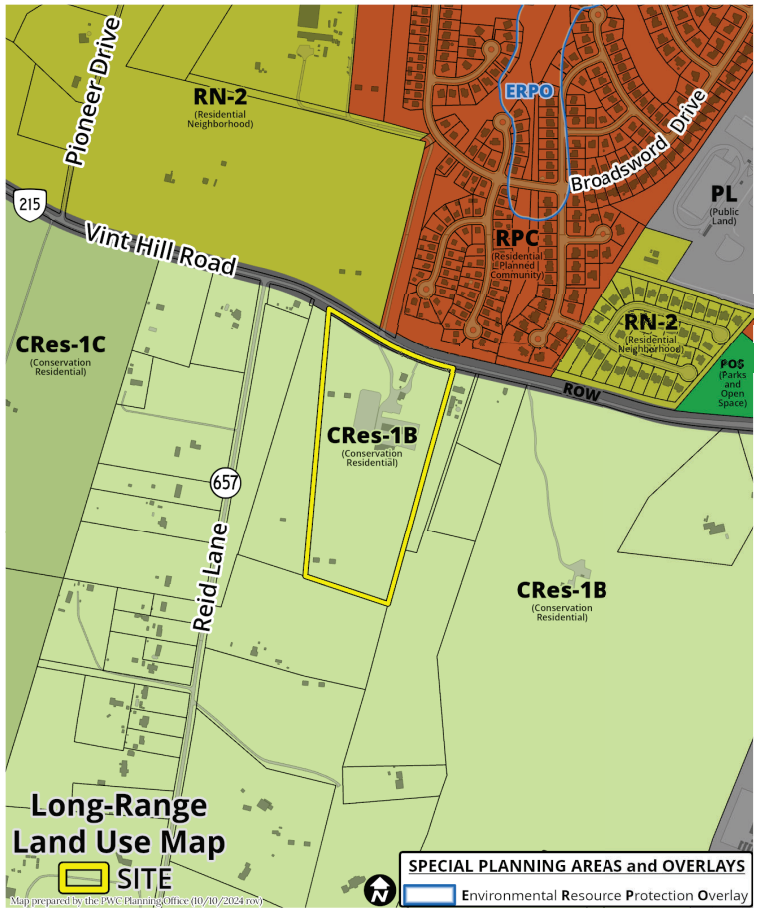
- **Request**: A request for Special Use Permit to allow development of an electric substation to replace the existing substation on-site.
- **General Information**: The property is ±23.41 acres and designated as CRes-1B, Conservation Residential in the County's Comprehensive Plan.
- **Location:** The property is located on Vint Hill Road, approximately 425 feet east of its intersection with Reid Lane. The subject property is identified as GPIN# 7495-21-4209 and is addressed as 13405 Vint Hill Road.
- **Recommendation: APPROVAL**



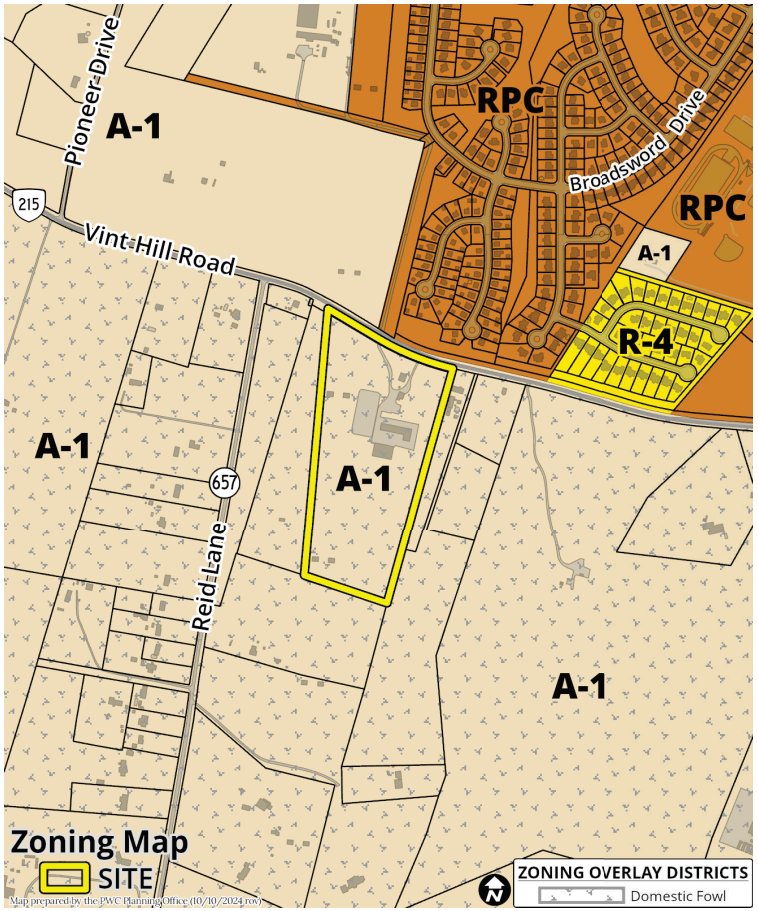
Vint Hill Substation
SUP2025-00009

PRINCE WILLIAM COUNTY

Long Range Planning Map

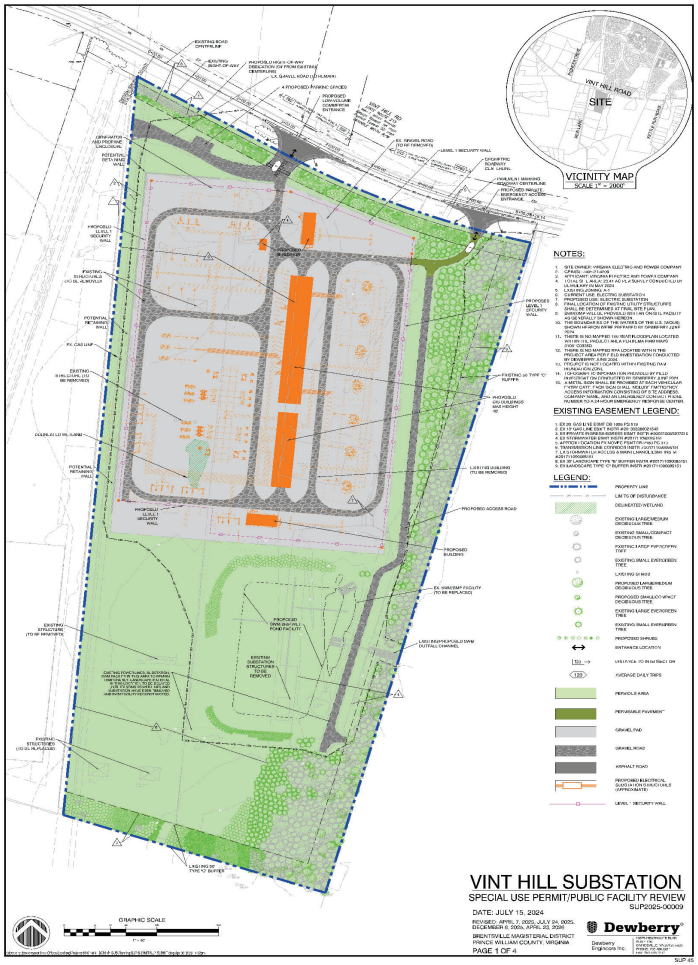


Zoning Map



Vint Hill Substation
SUP2025-00009

PRINCE WILLIAM COUNTY





Vint Hill Substation
SUP2025-00009

PRINCE WILLIAM COUNTY

Recommendations: The Planning Commission heard this application in public hearings on September 10, 2025, and October 29, 2025. At the 1st hearing, a motion to deny failed and at the 2nd hearing, no action was taken.

Staff does recommend approval of Special Use Permit #SUP2025-00009, Vint Hill Substation, subject to the conditions dated July 31, 2026, and SUP Plan dated April 23, 2026, to the Board of County Supervisors for the following reasons,

- The SUP is favorably aligned with the County's objective to encourage profit-generating business expansion, new business development and redevelopment that enhances or complements targeted industries.
- The project will have limited impact on County services in terms of traffic, road infrastructure, schools, parks, and minimal impact on police and fire.
- The Substation will be designed to accommodate the immediate need to maintain and improve electric service to the customers of the County.

MOTION: **September 22, 2026**
Regular Meeting
SECOND: **Res. No. 26-**

RE: **Adjourn the Meeting**

ACTION:

WHEREAS, the Prince William Board of County Supervisors has completed all items on the agenda for September 22, 2026;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby adjourns the meeting of September 22, 2026, at X:XX P.M.

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

ATTEST: _____
Clerk to the Board