

**MOTION:**

**May 10, 2022  
Regular Meeting  
Res. No. 22-**

**SECOND:**

**RE:            AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN PRINCE WILLIAM COUNTY AND BUSH CONSTRUCTION CORPORATION AS IT RELATES TO THE NORTH WOODBRIDGE MOBILITY IMPROVEMENTS (ANNAPOLIS WAY) PROJECT – WOODBRIDGE MAGISTERIAL DISTRICT**

**ACTION:**

**WHEREAS**, the North Woodbridge Mobility Improvements (Annapolis Way) Project No. 21C17011 (Project), formerly known as the Annapolis Way Extension Project, will connect the missing section of Annapolis Way to Marina Way, approximately 0.28 miles. The Project will be constructed as a two (2) lane roadway and include a shared use path and pedestrian sidewalk; and

**WHEREAS**, at its April 2021 meeting, the Northern Virginia Transportation Authority (NVTA) agreed to provide \$8,000,000 in NVTA 70% funding to fully fund the Project from the Fiscal Year (FY) 2020 - 2025 Six-Year Program. On June 15, 2021, the Prince William Board of County Supervisors (Board), via Resolution Number (Res. No.) 21-349, approved the execution of a standard project agreement with the County and NVTA for local administration of the Project and budgeted and appropriated the 70% NVTA funds to the Project; and

**WHEREAS**, the Bush Construction Corporation (Developer) has an approved Public Improvement Project (PIP) (SPR2018-00412S04) for an extension of a section of Annapolis Way which overlaps the County Project limits; and

**WHEREAS**, in coordination with the Developer, an agreement was negotiated and prepared to improve constructability of the two (2) projects and reduce the inconvenience to motorists during construction; and

**WHEREAS**, this agreement was reached at no additional cost to the County. Thus, no exchange of funds is required for this agreement which also includes the dedication of right-of-way and easement(s) by the Developer for the County Project; and

**WHEREAS**, as part of this agreement, the County Project will add two (2) left turn lanes within the Developer approved PIP limits and construct some excluded improvements on Annapolis Way, originally shown as part of the PIP plans, but otherwise would have been demolished and rebuilt by the County to accommodate the County Project. In return, the Developer will dedicate or cause to dedicate right-of-way and easements needed for the County Project within the PIP limits, and construct expansion of the PIP approved stormwater management pond to accommodate the County project; and

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**Regular Meeting**  
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**Page Two**

**WHEREAS**, County staff has determined that this agreement is beneficial and reasonable and recommends approval;

**NOW, THEREFORE, BE IT RESOLVED** that the Prince William Board of County Supervisors hereby approves the attached agreement between the County and Bush Construction Corporation as it relates to the North Woodbridge Mobility Improvements (Annapolis Way) Project;

**BE IT FURTHER RESOLVED** that the Prince William Board of County Supervisors hereby authorizes the Director of Transportation, or his designee, to execute the attached agreement between the County and Bush Construction Corporation, and any other documents necessary or appropriate to effectuate the intent of this resolution, and which are approved as to form by the County Attorney's Office.

ATTACHMENT: Development Agreement Annapolis Way and Destination Place Improvements

**Votes:**

**Ayes:**

**Nays:**

**Absent from Vote:**

**Absent from Meeting:**

**For Information:**

County Attorney  
Director of Transportation  
Director of Finance  
Director of Budget

**ATTEST:** \_\_\_\_\_  
**Clerk to the Board**

**DEVELOPMENT AGREEMENT**  
**ANNAPOLIS WAY AND DESTINATION PLACE IMPROVEMENTS**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, Virginia, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the “County” and BUSH CONSTRUCTION CORPORATION, a Virginia corporation hereinafter referred to as the “Developer”.

**RECITALS**

WHEREAS, the Developer owns that certain parcel of land located in Prince William County, described generally as 13021 Destination Place (GPIN 8492-09-8760), (hereinafter, the “Property”); and

WHEREAS, the Developer previously dedicated substantial right-of-way for Annapolis Way in the vicinity of the Property and from other lands then owned by the Developer, at no cost to the County, through deeds recorded at Deed Book 2190, Page 1338 and Deed Book 2207, Page 887; and

WHEREAS, the Developer previously constructed a portion of the existing Annapolis Way beginning at Gordon Boulevard and cooperated with the Virginia Department of Transportation (“VDOT”) in the subsequent extension of Annapolis Way to the entrance to the Route 123 commuter parking lot, at no cost to the County; and,

WHEREAS, the Developer is currently planning and/or engineering multiple infrastructure, residential, commercial and/or mixed-use projects (“Developer Projects”) on the Property which will necessarily secure their access from Annapolis Way; and

WHEREAS, in July of 2021, the Developer sold The Landing at Mason’s Bridge, LP, an affiliate of The Lawson Companies (hereinafter the term “Lawson” shall include The Landing at Mason’s Bridge, LP, The Lawson Companies and their successors and assigns), a developer, builder and owner/operator of multi-family housing, 1230 Annapolis Way (GPIN 8392-98-6267),

*ML*

13150 Masons Bridge Road (GPIN 8492-08-2272), 13070 Destination Place (GPIN 8492-09-1636) and 13071 Destination Place (GPIN 8492-09-5925) for the construction of The Landing at Mason's Bridge apartment community (the term "Apartment Property" shall include all four such parcels), as depicted on site plan SPR2020-00004, which received final site plan approval on November 12, 2020; and

WHEREAS, between 2017 and 2020, the County and the Developer worked together on the design and review of a Public Improvement Plan ("PIP") for the extension of Annapolis Way (as depicted on Prince William County site plan SPR2018- 00412) east from its current terminus at the entrance to the Route 123 commuter parking lot to a point of intersection with a proposed new roadway named Destination Place which PIP was processed to final approval on March 27, 2020; and

WHEREAS, consistent with the aforementioned PIP, the Developer dedicated additional right-of-way for the portion of Annapolis Way depicted on the PIP through Instrument # 202012160121631 (Plat recorded at Instrument # 202012160121632) and enhanced the pavement section for both the proposed Annapolis Way extension and Destination Place public roads depicted on the PIP to satisfy the sub-base, base asphalt and surface asphalt specifications for a Category VI road pursuant to Plate CI-1, the County's Standard Typical Section for Commercial and Industrial Streets with Curb and Gutter; and

WHEREAS, the County and the Developer agree and acknowledge that the orderly planning, engineering, design and construction of an extension of Annapolis Way, from its current terminus, located approximately 400 feet north of Marina Way, to its existing terminus at the Route 123 commuter parking lot, represents an important public benefit and a necessary implementation component in support of the adopted North Woodbridge Small Area Plan transportation and land use elements; and

WHEREAS, the County has recently received funding from the Northern Virginia Transportation Authority ("NVTA") for the design and construction of the missing section of Annapolis Way from its current terminus, located approximately 400 feet north of Marina Way, to

its existing terminus at the Route 123 commuter parking lot ("County Project"), which encompasses improvements to the section of Annapolis Way included in the PIP.

WHEREAS, the County is planning for the County Project to include the design and construction of (i) a Ten (10) foot asphalt shared use path ("Trail") on the north side of Annapolis Way for the length of the County Project, and (ii) an additional two (2) left turn lanes, improvements that are not currently included in the PIP, for mobility and to enhance turning traffic for westbound traffic into the Landing at Mason's Bridge apartment community at its northerly entrance (across from the Route 123 commuter parking lot entrance) and for eastbound traffic at the intersection with Destination Place; and

WHEREAS, the County Project will require adjustments to the design of the stormwater management facility ("SWM Facility") on the property identified as 13070 Destination Place at the northwest corner of the Intersection of Annapolis Way and Destination Place, currently designed and included in the PIP, to enlarge and expand the PIP SWM Facility to accommodate stormwater flows from the County Project; and

WHEREAS, the parties intend that the design of the enlargement of the SWM facility will be completed by the County, or its consultant, so that it will be approved by both Prince William County and all other governmental authorities having jurisdiction. Such design will be in substantial conformance with Exhibit A attached hereto, address any nutrient removal and/or jurisdictional wetlands impacts caused by the County Project, if applicable, will be provided to the Developer at the County's cost, and any increase in the amount of nutrient mitigation and/or wetland mitigation credits over that required by the PIP will be paid for by the County; and

WHEREAS, the enlarged SWM facility will be constructed by the Developer as part of the PIP project in accordance with such design at no additional cost to the County (other than as provided in the preceding recital); and

WHEREAS, the Developer agrees to dedicate, or arrange to have dedicated, all additional right-of-way and easements, both temporary and permanent, needed for the construction of the

County Project through the Property and the Apartment Property, provided such additional right-of-way and/or easements are the minimum necessary to accommodate the County Project, including the extension of Annapolis Way (as generally depicted on Exhibit B) and the enlargement of the PIP SWM facility; and

WHEREAS, before The County awards a contract for the construction of the County Project, the Developer shall have substantially completed the construction of the enlarged SWM facility, as approved by the County, and shall have requested a final inspection for acceptance of maintenance by the County when fully completed; and

WHEREAS, after such acceptance by the County, the County shall be responsible for any repairs to or restoration of SWM Facility and the Developer and Lawson shall be relieved of all future responsibility for maintenance of the SWM Facility; and

WHEREAS Lawson is the owner of 13070 Destination Place, the parcel upon which the SWM facility is to be located and which is part of the Apartment Property; and

WHEREAS, Lawson is obligated by the Declaration of Easements, Covenants and Restrictions recorded at Instrument # 202107220086063 among the land records of Prince William County, Virginia (the "Declaration") to dedicate all additional right of way and easements, both temporary and permanent, needed for the enlarged SWM facility to accommodate the County Project as well as all right-of-way and easements, both temporary and permanent, needed for the construction of the County Project through the Apartment Property, provided such dedication(s) shall not, without limitation, adversely affect the right to construct, or reconstruct the improvements on the Apartment Property (approved through Site Plan SPR2020-0004) following a casualty, as established in the Declaration. This Agreement expressly affirms that any and all dedication(s) by Lawson or its successors with respect to the Apartment Property and Annapolis Way shall be at no risk to it with respect to initially achieving in a diligent manner and thereafter maintaining its approved development layout and yield of three hundred forty-two (342) dwelling units in eight (8) buildings. So long as Lawson or its successors diligently implement its approved site plan in accordance with applicable law, including specified statutory deadlines, it may construct all eight

(8) buildings in the locations delineated on the approved site plans. To the extent that any of those structures no longer meet applicable standards, such as open space or setbacks, because of such dedications the structures would be lawfully non-conforming structures in accordance with Section 32-601.32 of the Prince William County Zoning Ordinance.

NOW, THEREFORE, in consideration of the foregoing recitals to this Agreement, which are incorporated into and shall constitute a part of this Agreement, and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### **DEVELOPER OBLIGATIONS**

1. The County shall, coincident with its formal submissions to review agencies, provide Developer and Lawson copies of such submissions in addition to copies of plats and deeds associated therewith. Following the County's receipt of all required final plans and approvals from all applicable governmental authorities for the County Project in addition to the required permits for the expansion of the SWM Facility described herein, and associated plats and deeds, the Developer shall, at no cost to the County, dedicate or cause to be dedicated within thirty (30) days of the plat(s) and deed(s) being submitted to the Developer by County for all additional right-of-way and easements needed from the Property and the Apartment Property for the construction of the County Project, provided such additional right-of-way and/or easements are generally consistent with Exhibit B attached hereto and are the minimum necessary to accommodate the County Project, which includes but is not limited to the enlarged SWM facility constructed by the Developer for the accommodation of the PIP as well as the County Project, the addition of a Ten (10) foot Trail on the north side of Annapolis Way, and the construction of two (2) left-turn lanes and their associated transition(s) to meet all VDOT and County standards, including a (a) left-turn lane from westbound Annapolis Way into the Landing at Mason's Bridge apartment community at its northerly entrance (across from the Route 123 commuter parking Lot entrance) and (b) a left-turn lane from eastbound Annapolis Way into Destination Place at its intersection with Annapolis Way all of which improvements shall be generally consistent with Exhibit B.
2. The Developer shall allow the County to redesign and expand the Annapolis Way improvements

within the limits shown on the PIP (from PIP Station 24+75 to 32+25), consistent with Section 1 above, provided that the Developer's PIP shall remain current and valid in every respect, and shall remain eligible for any and all extensions of its validity consistent with County standards and requirements and, in any event, until such time as construction of the County Project is complete and both roadways (Annapolis Way and Destination Place) are opened to the motoring public and Annapolis Way is accepted by VDOT into the secondary highway system for maintenance.

3. Following the County's receipt of all required final plans, approvals, and permits from all applicable governmental authorities and payment of all required mitigation for the County Project and the expansion of the SWM Facility described herein (unless the Developer, in its sole discretion, desires to start earlier), the Developer shall proceed diligently to construct the Annapolis Way portion of the improvements detailed in its approved PIP, less the Excluded Improvements as defined below, to completion prior to the County commencing construction of the County Project. The Developer shall be responsible for building to County and VDOT standards all improvements depicted on the approved PIP, except the Developer shall not be required to construct/install those elements of the PIP described on Exhibit C (hereinafter, the "Excluded Improvements") and depicted on Exhibit D. The Excluded Improvements are those improvements which, if built by the Developer coincident with the construction of all other improvements required by the PIP, would generally have to be removed by the County for the construction of the County Project. In addition to those items listed on Exhibit C, pavement striping for Annapolis Way within the limits shown on the PIP is deemed an Excluded Improvement. The Developer agrees to provide a performance bond for the full required bond amount approved with the PIP, including all Excluded Improvements. At such time as the County issues a notice to proceed to its contractor to commence the County Project, the Developer shall immediately be entitled to a bond reduction for the full value of all Excluded Improvements, notwithstanding the status of any other improvements included in the performance bond. Exhibit C includes the bond amounts associated with each Excluded Improvement. The foregoing is intended to clarify the Developer's bond release rights and nothing herein shall be deemed to alter and diminish Developer's ability to obtain a release or reduction of its bond consistent with County standards and requirements.
4. Upon substantial completion of work shown on the PIP less the Excluded Improvements but including the enlarged SWM facility, Developer shall request an inspection of Annapolis Way



improvements completed by Developer by PWCDOT, including the SWM facility, conduct a walk-through with PWCDOT personnel, receive a punch list of identified deficiencies, if any, and correct any deficiencies identified in the punch list. At such time as the punch list items have been corrected, the County shall deem the Annapolis Way improvements complete and accept the roadway and the SWM facility and thereafter timely complete the County Project and petition VDOT to accept these improvements into the State system of secondary roadways.

5. To facilitate the transition of the Developer's construction of the PIP, minus Excluded Improvements, to the County's construction of the County Project, the Developer agrees to the following:
  - a. Provide one (1) foot of additional width of stone base and base asphalt along Annapolis Way, in the area where the Excluded Improvements are shown on the PIP (PIP Station 24+50 to 31+50), to facilitate the County's sawcut of the paving to create an acceptable seam with the expanded roadway width associated with the addition of the 2 left turn lanes.
  - b. Include one (1) additional eight (8) foot section (joint) of storm drainage pipe beyond the roadway pavement limits for all storm drain pipe runs associated with Excluded Improvement storm structures, and cap the open ends of said pipes awaiting the completion of the pipe runs by the County project.
6. The Developer agrees to work in good faith with the County in the prosecution of its PIP to facilitate the joint construction of a needed public roadway in a manner that minimizes delays, disruptions, and/or damage to the County Project.

### **COUNTY OBLIGATIONS**

7. The County shall:
  - a. Design the County Project to meet (or, at the County's discretion, exceed) a County CI-1 section included in the DCSM and design its pavement to Category VI Road for the entire extension of Annapolis Way consistent with the approved PIP (Site Plan # SPR2018- 00412).
  - b. Design the enlargement of the SWM Facility plan to accommodate runoff from the PIP as well as the County Project consistent with all local, State and Federal requirements and

provide the approved, permitted and mitigated plan to the Developer for its construction as part of the PIP project. For the avoidance of doubt, the County shall be solely responsible for all additional design, permitting, and mitigation for the enlarged SWM facility beyond the previously approved and mitigated PIP project. The mitigation, if required, shall include nutrient removal mitigation and jurisdictional wetland impacts mitigation. The preliminary design for the enlarged SWM facility is included as Exhibit A.

- c. Design the County Project to include a Ten (10) foot Shared Use Path on the north side of Annapolis Way for the length of the County Project and the two left-turn lanes highlighted in Section 1a and 1b above, and fully coordinate said design with the PIP-approved design of Destination Place.
- d. Provide the Developer or its successor all deed(s) and plat(s) for the additional right-of-way and easements, both permanent and temporary, needed for the County Project within the Property and the Apartment Property for execution by the Developer or its successors, and Lawson or its successors, and thereafter for recordation by the County.
- e. Finalize the design of the County Project, fully coordinated with Destination Place, advertise for construction of the County Project as a single and complete construction effort, secure all permits and pay for all required nutrient removal mitigation and, if applicable, jurisdictional wetland impacts mitigation involved in the County Project and commence and thereafter complete and achieve substantial completion of construction of the County Project by July 1, 2024.
- f. The County agrees to work with the Developer in good faith in the prosecution of the County Project to facilitate the joint construction of a needed public roadway in a manner that minimizes delays, disruptions, and/or damage to the Developer's PIP.
- g. Upon written request of the Developer or its successors, should the County Project not be substantially completed and open Annapolis Way to the motoring public by July 1, 2024, the County shall ensure that suitable vehicular access to the Property for Developer's maintenance and development of the Property is in place at the County's sole cost and expense until such time as the County Project is open to the motoring public.
- h. The County acknowledges and agrees that the Developer's initial dedication of right-of-way for Annapolis Way, its construction of a portion of Annapolis Way, and further extension of Annapolis Way loop from U.S. Route 1 to Gordon Boulevard via the PIP, as described and

detailed in this Agreement, shall constitute the Developer's full and complete participation in the improvement of the area road network; and further, the County acknowledges and agrees that no additional financial or in-kind public transportation obligations shall attach to the development of the Property by the Developer or its successors so long as the uses to be developed thereon do not collectively generate more than 7,000 average daily vehicle trips. To ensure compliance with this provision, the Developer shall submit a Trip Generation Report, using the then-current edition of the ITE Trip Generation Manual, for all uses proposed with any plan of development submitted for County review, and shall cumulatively track trip generation for each successive plan of development on the Property until such time as the 7,000 daily trip generation figure is attained.

8. County Termination. Notwithstanding any other provision in this Agreement, provided the County is not in default of its obligations hereunder, if Developer fails, on or before the later of (1) July 1, 2023, and (2) four (4) months following the County's receipt of all required final plans, approvals, and permits from all applicable governmental authorities for the County Project and the expansion of the SWM Facility described herein, and payment of all required mitigation to (i) provide, or fails to have others provide, the right of way and/or easements required in section 1 above, or (ii) complete the Annapolis Way portion of the improvements detailed in the PIP as required in section 3 and 5 above, including the SWM Facility, the County has the right to terminate this Agreement by giving written notice to Developer and upon such action by the County this Agreement shall be null and void.
9. Developer Termination. Notwithstanding any other provision in this Agreement, provided the Developer is not in default of its obligations hereunder, if County fails, on or before July 1, 2023, to obtain all required final plans, approvals, and permits from all applicable governmental authorities for the County Project and the expansion of the SWM Facility described herein, and payment of all required mitigation the Developer has the right to terminate this Agreement by giving written notice to County and upon such action by the Developer this Agreement shall be null and void.

### **MISCELLANEOUS PROVISIONS**

10. **Parties.** All references herein to parties in any gender or number are intended to include the masculine, feminine and neutral gender and singular number and the plural number, as the case may appear from context.
11. **Notice.** Whenever notice is required or desired to be given, said notice shall be deemed to have been duly given when hand delivered, one day after deposit with a national overnight courier service, or three days after being deposited in the U.S. Mail, postage prepaid, registered, or certified mail, return receipt requested, addressed to the respective parties, as follows:

IF TO COUNTY:       PWC Dept. of Transportation  
County Complex Court, Suite 290  
Prince William, VA 22192  
Attn: Khattab Shammout, P.E., DBIA

With a copy to:       Prince William County Attorney's Office  
One County Complex Court  
Prince William, Virginia 22192  
Attn: Robert B. Dickerson, Deputy County Attorney

IF TO DEVELOPER:       Bush Construction Corporation  
4029 Ironbound Road, Suite 100  
Williamsburg, VA 23188  
Attn: Mark G. Rinaldi

12. **Binding Effect.** This Agreement and all of the terms, conditions, and obligations hereunder shall inure to the benefit or obligation, as the case may be, and shall be binding upon the parties and their respective personal representatives, heirs, successors, and assigns. Each party covenants that the individual executing this Agreement on their behalf is the official representative of the party and is duly authorized to execute this Agreement on their behalf.



13. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof.
14. Applicable Law and Venue. This Agreement and all questions of construction of the provisions hereof and of the rights and liabilities of the parties hereunder shall be construed and determined in accordance with the Constitution and laws of the Commonwealth of Virginia. The sole and exclusive venue for any legal action arising out of or related to this Agreement shall be state courts of Prince William County, Virginia.
15. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.
16. Amendments. This Agreement constitutes the entire agreement between the parties and may be amended only by a written agreement signed by all of the parties and the terms and conditions set forth herein shall survive the passing of title.
17. Headings. The headings of the several articles in this Agreement have been prepared for convenience or reference only and shall not control or affect the meaning or be taken as interpretation of any provision of this Agreement.
18. Time is of the Essence. TIME IS OF THE ESSENCE with respect to all provisions of this Agreement.
19. Force Majeure. Notwithstanding any other provision of this Agreement, in the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of labor difficulties, inability to procure materials, changes in applicable laws or regulations, pandemic disease conditions, unusually extensive inclement weather (defined as inclement weather preventing or materially restricting construction activity for an aggregate period in excess of 2 full work days ("work days" being Monday through Saturday) in any one calendar week, and any extension of time for weather shall be on a day-for-day basis), other acts of God,



insurrection, war, acts of terrorism, or other reason of like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay, and thereafter the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. A party claiming force majeure shall provide written notice to other party of such claim within a reasonable time after discovery of the effect of such event on the performance of its obligations hereunder, which notice will include the specific nature or cause of such delay and the time period of such delay. If upon the expiration of the extension period the required performance remains unperformed, either party may at its option declare this Agreement null and void.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals:

BUSH CONSTRUCTION CORPORATION

By: 

Mark G. Rinaldi, Vice President

Approved as to form:

County Attorney

THE BOARD OF COUNTY SUPERVISORS OF  
PRINCE WILLIAM COUNTY, VIRGINIA

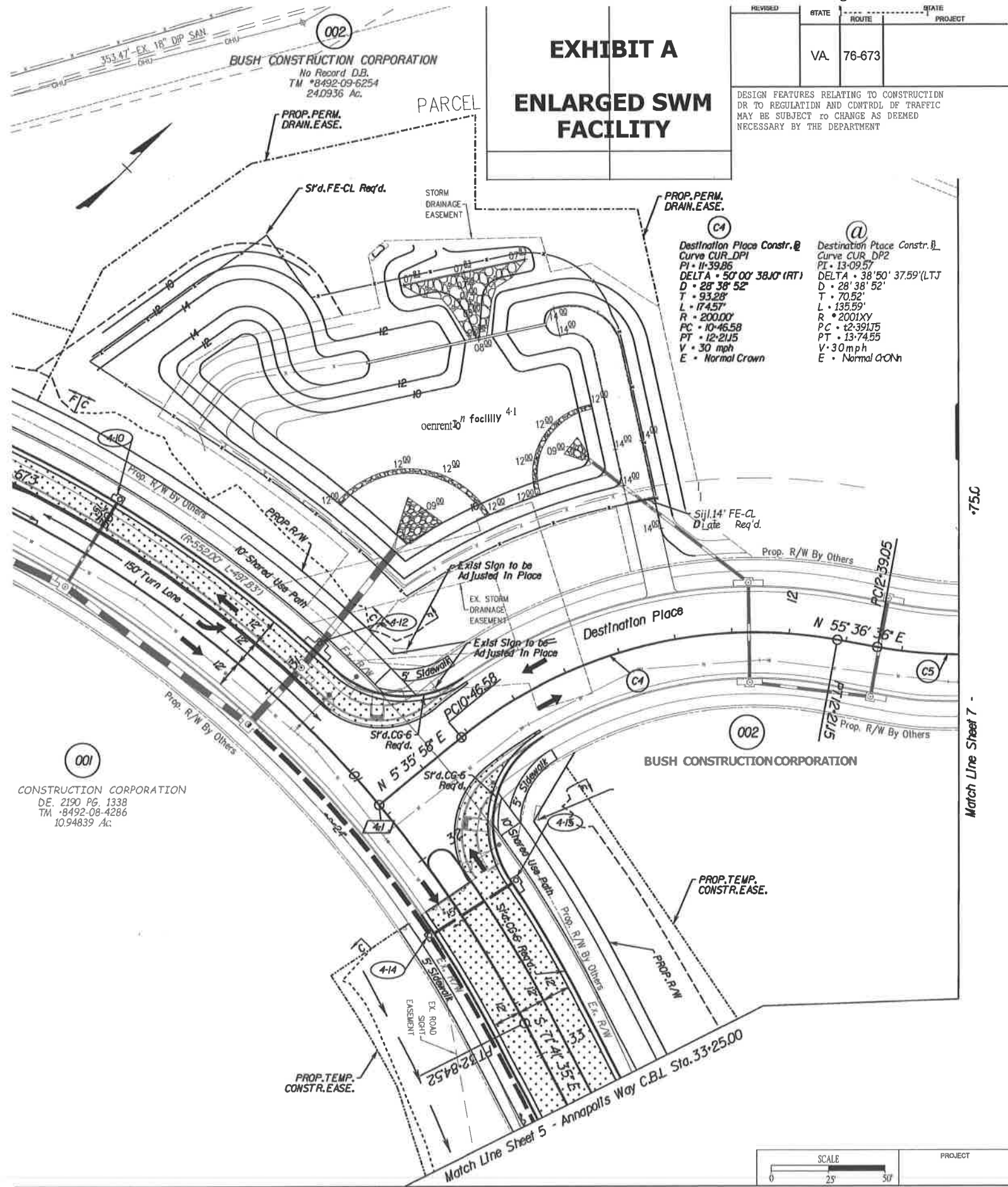
By: \_\_\_\_\_  
Director of Transportation

# EXHIBIT A

## ENLARGED SWM FACILITY

REVISION	STATE	ROUTE	PROJECT
	VA	76-673	

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



**(C4)**  
Destination Place Constr. @  
Curve CUR DP1  
PI - 11+39.85  
DELTA - 50° 00' 38.10" (RT)  
D - 28' 38' 52"  
T - 93.28'  
L - 174.57'  
R - 200.00'  
PC - 10+46.58  
PT - 12+21.15  
V - 30 mph  
E - Normal Crown

**(A)**  
Destination Place Constr. @  
Curve CUR DP2  
PI - 13+09.57  
DELTA - 38° 50' 37.59" (LT)  
D - 28' 38' 52"  
T - 70.52'  
L - 135.59'  
R - 200.00'  
PC - 12+39.15  
PT - 13+74.55  
V - 30 mph  
E - Normal Crown

**001**  
CONSTRUCTION CORPORATION  
DE. 2190 PG. 1338  
TM - 8492-08-4286  
10.94839 Ac.

SCALE	PROJECT
0 25 50'	

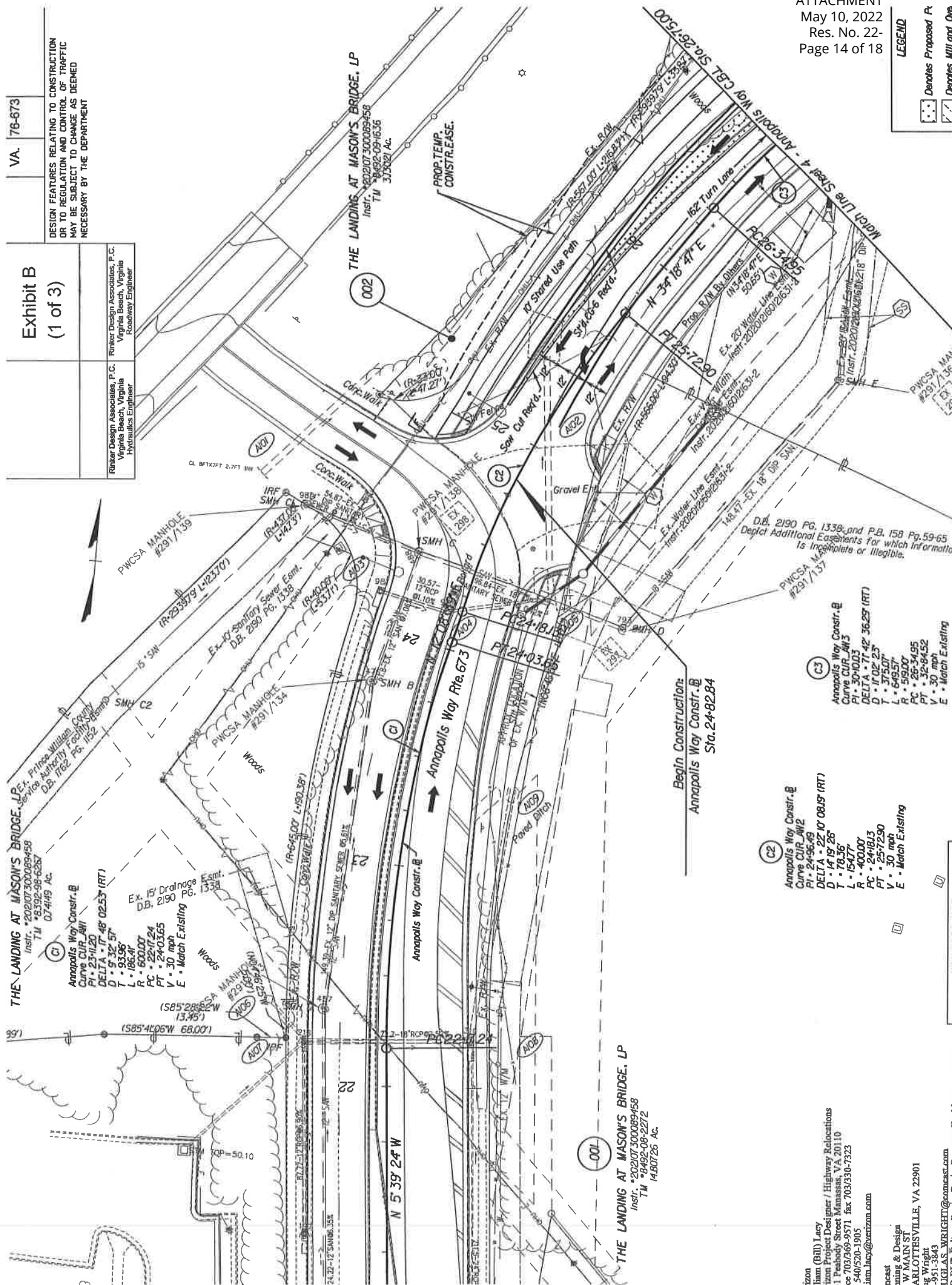
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Exhibit B  
(1 of 3)

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

<p><b>Runkel Design Associates, P.C.</b>          Virginia Beach, Virginia          Lead Architect Engineer</p>	<p><b>Runkel Design Associates, P.C.</b>          Virginia Beach, Virginia          Project Engineer</p>
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**Rinker Design Associates, P.C.**  
Virginia Beach, Virginia  
Hydraulic Engineer



**Verizon**  
**Liam (Bill) Lacy**  
**Verizon Project Designer / Highway Relocations**  
**1 Peabody Street Manassas, VA 20110**  
**Phone 703/369-9571 fax 703/330-7323**  
**540/520-1905**  
**liam.lacy@verizon.com**

ncast  
ning & Design  
W MAIN ST  
ARLOTTESVILLE, VA 22901  
gg Wright  
-951-3843  
UGLAS WRIGHT@comcast.c





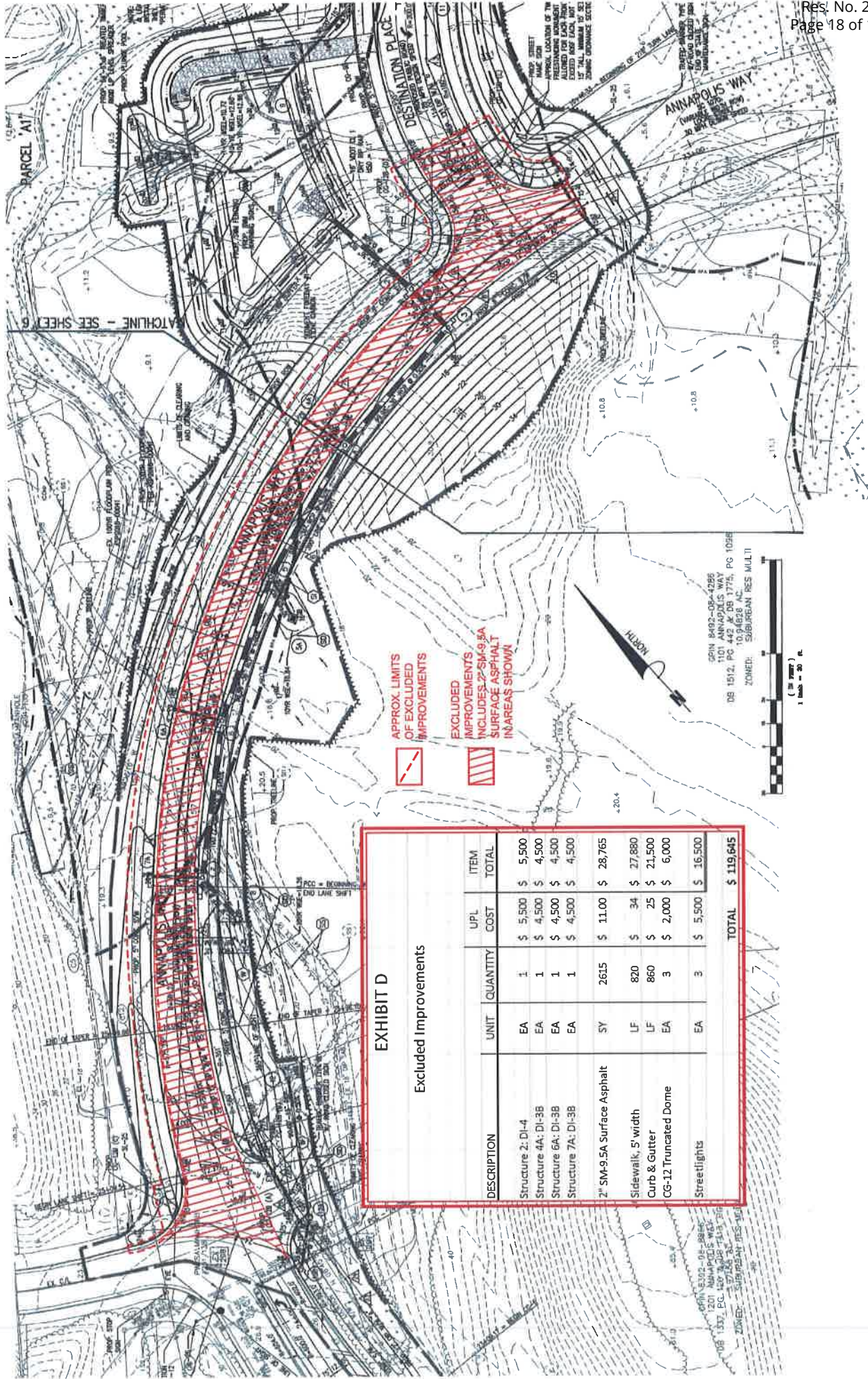


## EXHIBIT C

### Excluded Improvements

DESCRIPTION	UNIT	QUANTITY	UPL COST	ITEM TOTAL
Structure 2: DI-4	EA	1	\$ 5,500	\$ 5,500
Structure 4A: DI-3B	EA	1	\$ 4,500	\$ 4,500
Structure 6A: DI-3B	EA	1	\$ 4,500	\$ 4,500
Structure 7A: DI-3B	EA	1	\$ 4,500	\$ 4,500
2" SM-9.5A Surface Asphalt	SY	2615	\$ 11.00	\$ 28,765
Sidewalk, 5' width	LF	820	\$ 34	\$ 27,880
Curb & Gutter	LF	860	\$ 25	\$ 21,500
CG-12 Truncated Dome	EA	3	\$ 2,000	\$ 6,000
Streetlights	EA	3	\$ 5,500	\$ 16,500
			<b>TOTAL</b>	<b>\$ 119,645</b>





### EXHIBIT D

#### Excluded Improvements

DESCRIPTION	UNIT	QUANTITY	UPL COST	ITEM TOTAL
Structure 2: DI-4	EA	1	\$ 5,500	\$ 5,500
Structure 4A: DI-3B	EA	1	\$ 4,500	\$ 4,500
Structure 6A: DI-3B	EA	1	\$ 4,500	\$ 4,500
Structure 7A: DI-3B	EA	1	\$ 4,500	\$ 4,500
2\" SM-9.5A Surface Asphalt	SY	2615	\$ 11.00	\$ 28,765
Sidewalk, 5' width	LF	820	\$ 34	\$ 27,880
Curb & Gutter	LF	860	\$ 25	\$ 21,500
CG-12 Truncated Dome	EA	3	\$ 2,000	\$ 6,000
Streetslights	EA	3	\$ 5,500	\$ 16,500
<b>TOTAL</b>				<b>\$ 119,645</b>





# STAFF REPORT

<b>Board Meeting Date:</b>	May 10, 2022
<b>Agenda Title:</b>	Authorize the Execution of an Agreement Between Prince William County and Bush Construction Corporation as it Relates to the North Woodbridge Mobility Improvements (Annapolis Way) Project
<b>District Impact:</b>	Woodbridge Magisterial Districts
<b>Requested Action:</b>	Approve resolution and authorize execution of agreement.
<b>Department / Agency Lead:</b>	Department of Transportation
<b>Staff Lead:</b>	Ricardo Canizales, Director

## EXECUTIVE SUMMARY

The North Woodbridge Mobility Improvements (Annapolis Way) Project No. 21C17011 (Project), formerly known as Annapolis Way Extension Project, will connect the missing section of Annapolis Way to Marina Way, approximately 0.28 miles. The Project will be constructed as a two (2) lane roadway and include a shared use path and a pedestrian sidewalk.

Bush Construction Corporation (Developer) has an approved Public Improvement Plan (PIP) County Site Plan #SPR2018-00412S04 for the construction of roadway improvements including the construction of a section of Annapolis Way from the County Project limit to the commuter parking lot for the total length of approximately 700 linear feet.

An agreement between Prince William County (County) and the Developer was prepared after County staff determined that it would be beneficial and less inconvenient to motorists to coordinate the Developer improvements with the County Project.

The coordination between the two (2) parties resulted in an agreement that was negotiated at no additional cost to the County. Thus, no exchange of funds is required for this agreement. Additionally, the Developer shall dedicate, at no cost to the County, all additional right-of-way and / or easements necessary for the construction of the County improvements on Annapolis Way within the Developer property including the right-of-way and easement needed for the construction of the two (2) left turn lanes, the pedestrian trail, and the expanded Stormwater Management (SWM) pond.

It is the recommendation of County staff that the Prince William Board of County Supervisors (Board) authorize the execution of an agreement between Prince William County and Bush Construction Corporation as it relates to the North Woodbridge Mobility Improvements (Annapolis Way) Project.

## BACKGROUND

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The County Project, originally known as the Annapolis Way Extension Project, will construct a two (2) lane roadway connecting the missing section of Annapolis Way to Marina Way, approximately 0.28 miles. The Project will also construct a five (5) foot-wide sidewalk and a ten (10) foot-wide shared use path on the South and Northside of the roadway, respectively. The Project, as part of the North Woodbridge Small Area Plan, was reviewed and recommended by the Planning Commission on May 8, 2019 and approved by the Board through the North Woodbridge Small Area Plan, adopted October 8, 2019, via Resolution Number (Res. No.) 19-483.

At its April 2021 meeting, the Northern Virginia Transportation Authority (NVTA) agreed to provide \$8,000,000 in NVTA 70% funding to fully fund the Project through the Fiscal Year (FY) 2020 - 2025 Six-Year Program. On June 15, 2021, the Board via Res. No. 21-349, approved the execution of a standard project agreement with the County and NVTA for local administration of the Project and budgeted and appropriated the 70% NVTA funds to the Project.

A Developer PIP, SPR2018-00412S04, which can be considered a continuation of construction of Annapolis Way beyond the County project, was prepared and approved by the County for construction of a section of Annapolis Way from Marina Way, approximately 0.28 miles.

An agreement between County and Developer was reached after County staff determined that it would be beneficial and less inconvenient to motorists to coordinate the Developer improvements with the County Project to avoid redoing work and to enhance construction.

The County and Developer negotiated certain terms under which the approved PIP for the extension of Annapolis Way, County site Plan SPR2018-00412, will construct the PIP improvements including Annapolis Way within the Developer property limits from Annapolis Way east, its current terminus at the entrance of the Route 123 commuter parking lot to a point of intersection with a proposed new roadway named Destination Place. Additionally, the Developer will construct the enlargement of the approved SWM facility as shown in the PIP plans to accommodate the County Project and its improvements. In return, the County Project will add two (2) left turn lanes within the Developer project limits and construct some excluded improvements on Annapolis Way, originally shown as part of the PIP plans, but otherwise would have been demolished and rebuilt by the County to accommodate the County Project.

The Developer shall dedicate at no cost to the County, the additional right-of-way, and / or easements necessary, for the construction of the County improvements within the Developer property including the right-of-way and easement needed for the construction of the two left turn lanes, the pedestrian trail and the expanded SWM pond.

Upon written request of the Developer or its successors, should the County Project not be substantially completed and open Annapolis Way to the motoring public by July 1, 2024, the County shall ensure that suitable vehicular access to the Property for Developers maintenance and development of the Property is in place at the County's sole cost and expense until such time as the County Project is open to the motoring public.

## **STAFF RECOMMENDATION**

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It is the recommendation of County staff that the Board authorize the execution of the agreement between Prince William County and Bush Construction Corporation.

### **Service Level / Policy Impact**

This Project supports the County's Transportation and Mobility Strategic Plan goal of focusing on cost effective and innovative transportation designs that improve traffic flow to reduce congestion and reduce the need for future roadway widening.

### **Fiscal Impact**

There is no fiscal impact as it relates to this Board item.

### **Legal Impact**

The Board has the legal authority to authorize the agreement. The County Attorney's Office has reviewed and approved the proposed agreement as to form as part of this agenda item.

## **STAFF CONTACT INFORMATION**

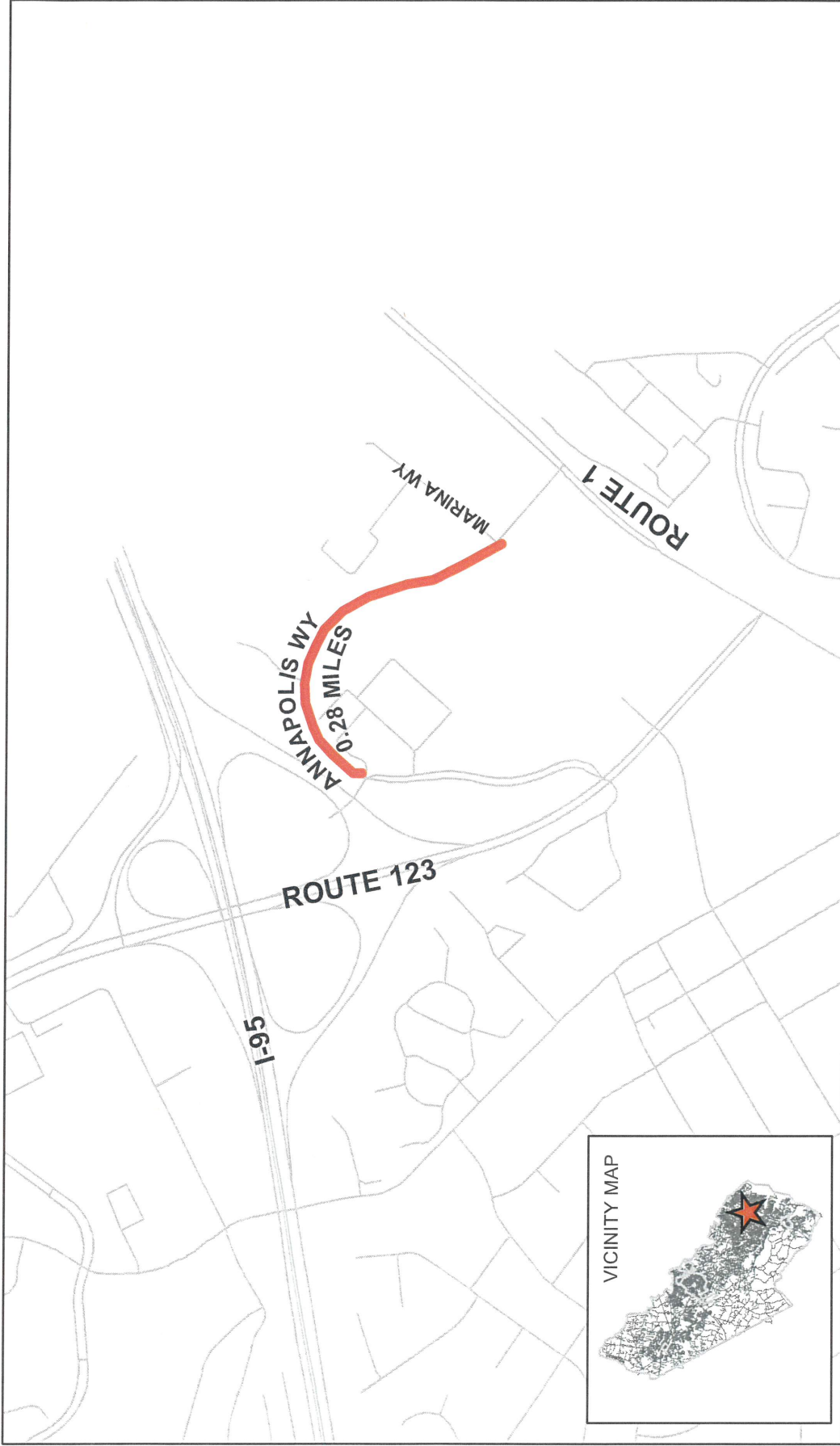
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Sherry Djouharian | (703) 792-6822  
sdjouharian@pwcgov.org

## **ATTACHMENT**

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Vicinity Map – North Woodbridge Mobility Improvements (Annapolis Way) Project



ANNAPOLIS WAY

MAY 10, 2022