CHESTERFIELD COUNTY
CHESTERFIELD, VIRGINIA 23832

AGENDA
March 11, 2026

BOARD OF SUPERVISORS

MARK S. MILLER, Ph.D., CHAIR
MIDLOTHIAN DISTRICT
KEVIN P. CARROLL, VICE CHAIR
MATOACA DISTRICT
JIM A. INGLE
BERMUDA DISTRICT
JESSICA L. SCHNEIDER
CLOVER HILL DISTRICT
LeQUAN M. HYLTON, Ph.D.
DALE DISTRICT

JOSEPH P. CASEY, Ph.D.
COUNTY ADMINISTRATOR

2 p.m. Work Session - Administration Building, Room 502

1. Approval of Minutes

2. Requests to Postpone Agenda Items and Additions, Deletions or Changes in the Order of Presentation

3. Everyday Excellence - Sports, Visitation and Entertainment

4. Work Sessions

A. VDOT Update

B. Schools' FY2027 Proposed Budget Presentation

C. County's FY2027 Proposed Budget Presentation

D. Consent Agenda Highlights

E. Other Informational Highlights

5. Reports

A. Reports on the Status of District Improvement Operating and Capital Funds, General Fund Unassigned Balance and Debt Policy Ratios, and Investments

6. Fifteen-Minute Citizen Comment Period on Unscheduled Matters

7. Recess for Dinner

6 p.m. Evening Session - Public Meeting Room, 10001 Iron Bridge Road

8. Invocation by the Honorable Mark S. Miller, Midlothian District Supervisor

9. Pledge of Allegiance Led by Matt Harris, Deputy County Administrator

10. County Administration Update

A. State Legislative Update

B. Other County Administration Updates

11. Board Member Reports

12. Resolutions and Special Recognitions

A. Resolution Recognizing Ms. Sharon Entsminger, Parks and Recreation, Upon Her Retirement

B. Resolution Recognizing Mr. Dwayne P. Scruggs, Department of General Services, Fleet Division, Upon His Retirement

C. Resolution Recognizing Captain Peter J. Cimbal, Police Department, Upon His Retirement

13. New Business

A. Claim of Bridgeman Underground, Inc. Regarding Contract for Hopkins Road to Route 1 Waterline Improvements

B. Consent Items (13.B.1. - 13.B.3.)

1. Adoption of Resolutions

a. Resolution Recognizing Mrs. Kathy Van Horn, Treasurer's Office, Upon Her Retirement

b. Resolution Recognizing Firefighter Kenneth W. Reid, Fire and Emergency Medical Services Department, Upon His Retirement

2. Real Property Requests

a. Approval of First Amendment to Hickory Estates Open-Space Easement

3. Set Public Hearing for April 22, 2026, to Consider a Lease Amendment with T-Mobile

14. Fifteen-Minute Citizen Comment Period on Unscheduled Matters

15. Deferred Items from Previous Meetings

16. Public Hearings

A. To Consider Readoption of Ordinance to Amend County Code Section 7-4, Satellite Absentee Voting Locations, to Establish North Courthouse Road Library as Satellite Absentee Voting Location for April 21, 2026 Special Election, Which Was Adopted by the Board on an Emergency Basis on February 25, 2026

B. To Consider the Exercise of Eminent Domain for the Meadowdale Boulevard (Beulah Road to Dalebrook Drive) Bike and Pedestrian Improvements Project

C. To Consider the Exercise of Eminent Domain for the Woolridge Road (Genito Road to Lacoc Road) Widening Project

D. To Declare County Property at 14351 Bermuda Orchard Lane Surplus and for Conveyance

E. To Consider a Lease Amendment for the Baseball Facility at James River High School

F. To Consider the Exercise of Eminent Domain for the River Road (Hickory Road to Brickhouse Drive) Sidewalk Project

17. Fifteen-Minute Citizen Comment Period on Unscheduled Matters

18. Closing Announcements

19. Adjournment

A. Adjournment and Notice of Next Scheduled Meeting of the Board of Supervisors

CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA

Meeting Date: March 11, 2026 **Item Number: 4.A.**

Subject:
VDOT Update

Board Action Requested:

Summary of Information:
Rebecca Worley with the Virginia Department of Transportation (VDOT) will provide the Board with an update on winter storm recovery, paving, spring grass cutting, street sweeping, etc. in the aftermath of Winter Storm Fern.

Attachments:
1. Presentation

Preparer: Chessa Walker, Director of Transportation

Approved By:

VDOT CHESTERFIELD RESIDENCY

Maintenance and Engineering Services

Rebecca Worley, P.E.
Resident Engineer

March 11, 2026

Agenda

- Spring Maintenance Services planning
- FY2026 Maintenance Budget
- VDOT Paving Program

VDOT Maintenance Services

Highway Maintenance:

- Mowing
- Sight Distance Improvements
- Drainage Improvements
- Pavement Repair
- Concrete/Sidewalk Repair
- Sign/Signal Repair
- Tree Trimming/Removal
- Snow Removal
- Incident Response



Maintenance Performance Metrics

FIGURE 52 VDOT Routine Maintenance – 2019 Performance Metrics

Asset	Best Practice Frequency	Current Frequency Average / Year	2019 Target Frequency
Turf (Mowing)	3 times / year	IS: 3.1 times / year PR: 3.1 times / year SC: 2.3 times / year	IS: 3 times / year PR: 3 times / year SC: 2 times / year
Trees	10% of inventory	5% of inventory	6% of inventory
Pipes	20% of inventory	8% of inventory	10% of inventory
Storm Water Management Facilities	2 times / year	1.7 times / year	2 times / year
Ditches	20% of inventory	3% of inventory	5% of inventory
Unpaved Roads	4 times / year	5 times / year	4 times / year
Unpaved Shoulders	20% of inventory	16% of inventory	20% of inventory
Signs	7% of inventory	4% of inventory	5% of inventory
Signals	5-year cycle	4% of inventory	5-year cycle
Pavement Marking	Material dependent	64% of inventory	70% of inventory

FY 2026 Maintenance Budget

Statewide Emergency Response Budget: $225 million

- Invoices continue to be collected from statewide storms in December through February
- Anticipate updated information on emergency response expenditures at the March Commonwealth Transportation Board (CTB) meeting
- Adjustments to planned work may be needed to remain within the budget for maintenance activities

VDOT Spring Maintenance Planning – Asphalt

- Pothole patching and asphalt repairs
  - Over 5,000 potholes patched since January 1
- Cold patch and hot mix asphalt
- Asphalt dig outs



VDOT Spring Maintenance Planning – Mowing

- **Maintenance Best Practice – 3X per year to ensure safety of the traveling public**
- **Typically begin first mowing cycle in late April**
- **Litter pickup**
- **Urban medians**
- **Sight distance**
- **Pollinators**
- **VDOT State Forces v. Contractor**



VDOT Spring Maintenance Planning – Sweeping

- Delayed until new FY
- Contract sweeping – 517 SM
  - Higher volume roadways
- State Force sweeping
  - Subdivisions
  - Spot locations



VDOT Spring Maintenance Planning – Resurfacing Schedules

- Prioritizing maintenance in advance of resurfacing:
  - Machine asphalt patching
  - Pipe replacements/repairs
  - Incidental concrete work



VDOT 2026 Paving Program

- Pavement management targets
- Historical lane-mile accomplishments
- Paving map

Pavement Management Targets

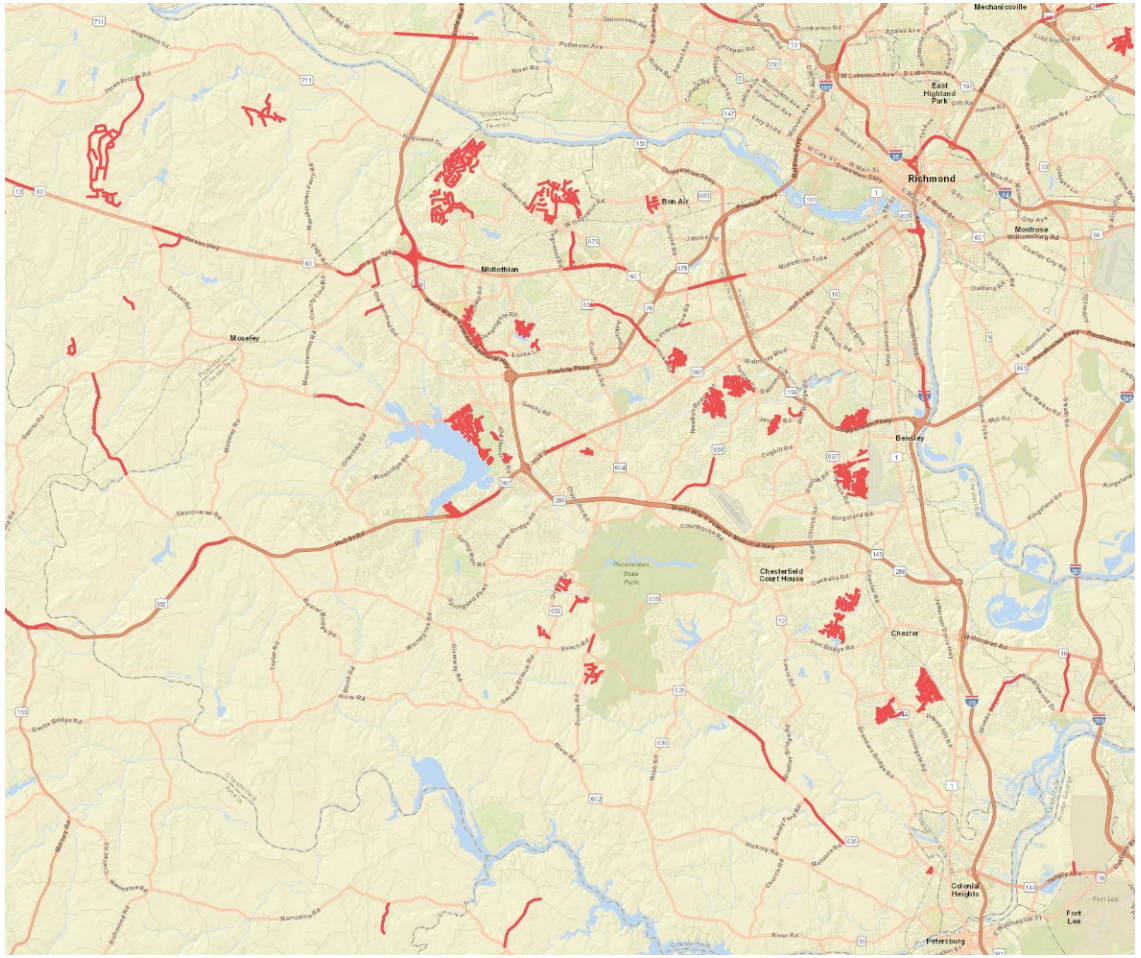
Roadway classification	Target (% sufficient)	2024 Sufficiency (District)	2025 Sufficiency (District)	2024 Sufficiency (Chesterfield)	2025 Sufficiency (Chesterfield)
Interstate	82%	90.64%	89.50%	83.42%	85.60%
Primary (AADT ≥ 3500)	82%	83.05%	81.50%	84.00%	80.70%
Primary (AADT < 3500)	75%	75.09%	77.50%	62.59%	89.80%
Secondary (AADT ≥ 3500)	82%	77.04%	83.10%	77.76%	80.70%
Secondary (AADT < 3500)	60%	59.04%	60.60%	39.91%	43.79%

Lane-mile Accomplishments

Roadway classification	Lane-miles (2022)	Lane-miles (2023)	Lane-miles (2024)	Lane-miles (2025)	Lane-miles (2026) *planned
Interstate	4.86	26.6	8.9	1.7	3.8
Primary (AADT ≥ 3500)	9.81	26.5	39.3	60.2	41.4
Primary (AADT < 3500)	1.18	4.05	0	0	0
Secondary (AADT ≥ 3500)	65.80	84.4	87.2	35.0	30.7
Secondary (AADT < 3500)	35.71	84.2	149.9	164.3	211.2
Total lane-miles	117.36	225.75	285.3	261.2	287.1

2026 Paving Schedule

Statewide Paving Status Map (2026)



VDOT Resources

Virginia Traffic Information

- https://www.511virginia.org/

Board of Supervisors Manual

- https://www.vdot.virginia.gov/doing-business/technical-guidance-and-support/technical-guidance-documents/board-of-supervisors-manual/

Report a Road Problem

- https://my.vdot.virginia.gov/

Statewide Paving Status Map

- https://experience.arcgis.com/experience/1c67d20e836e445c8393be10da7fd8b2

VDOT Customer Service

For VDOT Maintenance Issues or Concerns, call:

- **24/7:**
  - **1-800-FOR-ROAD (1-800-367-7623)**
- **Business Hours:**
  - **(804) 674-2800**



CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA

Meeting Date: March 11, 2026 **Item Number: 4.B.**

Subject:
Schools' FY2027 Proposed Budget Presentation

Board Action Requested:
Hold a work session on Schools' FY2027 Proposed Budget.

Summary of Information:
School administration representatives will review Schools' approved plan and discuss the next steps moving forward.

Attachments:
1. Presentation

Preparer: Christopher "Matt" Harris, Deputy County Administrator

Approved By:



Chesterfield County Public Schools

SB Approved FY27 Financial Plan & CIP

Dr. John T. Murray
Superintendent

March 11, 2026

Executive Summary

FY27 Financial Plan

- Total CCPS Financial Plan of $1,125M, including ARGS (4.8% increase)
- Operating Budget of $1,035M a 4.8% increase from FY26
  - Includes $47.9M of new spend
  - Revenue based on Gov. Proposed plan from December
- FY27-FY31 CIP totals $709M, including $117M to be appropriated in FY27
  - Current Construction projects include $74M in Fy27 appropriations
    - West Area High School, Grange Hall, New Dale-area ES
  - Major Maintenance, Bus Financing and Lease payments include $43M in FY27 appropriations
- Reminder, State process is still ongoing and state funding is dependant on finalization of state process - Will amend as needed once complete

Building a budget

Va Code § 22.1.92. Estimate of moneys needed for public schools; notice of costs to be distributed.

*It shall be the duty of each **division superintendent** to prepare, with the approval of the school board, and submit to the governing body or bodies appropriating funds for the school division, by the date specified in § 15.2-2503, the estimate of the amount of money **deemed to be needed** during the next fiscal year for the support of the public schools of the school division.*

A premier school division

Families want to send their children to Chesterfield schools because they know they will receive an outstanding education.







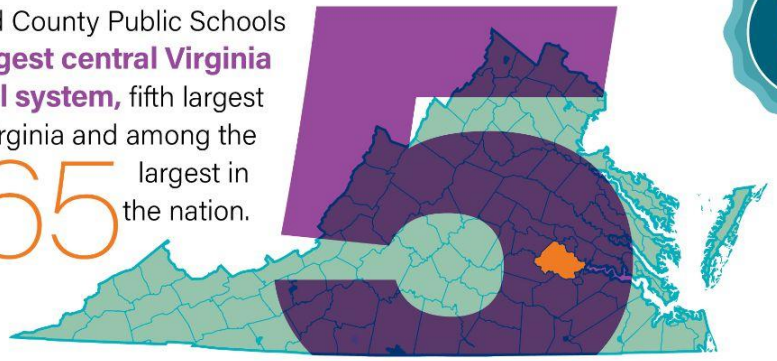








Chesterfield County Public Schools is the **largest central Virginia school system,** fifth largest in Virginia and among the 65 largest in the nation.



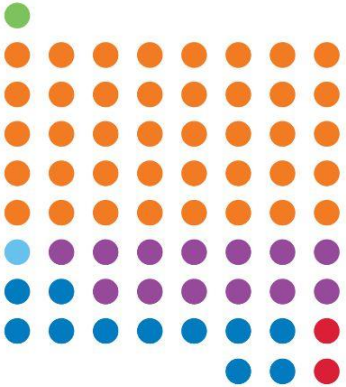
8 National ESEA Distinguished Schools

7 Middle Schools to Watch

National Blue Ribbon Schools **7**

1 AMLE School of Distinction

64,000 students attend **68** schools:



1 prekindergarten

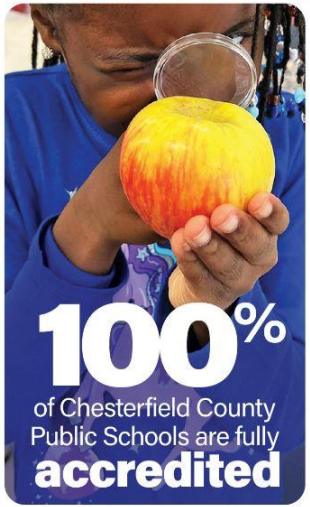
40 elementary schools (grades K-5)

1 virtual school (grades K-8)

13 middle schools (grades 6-8)

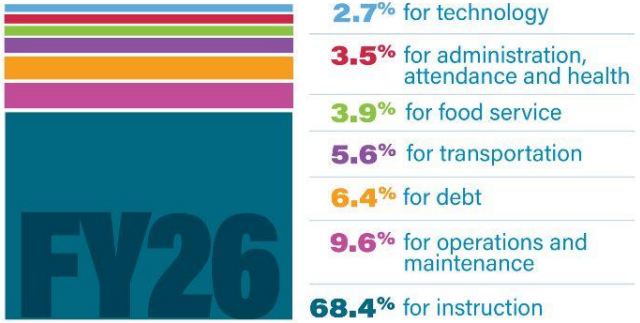
11 high schools (grades 9-12), which include **13 specialty centers**

2 career and technical centers



A large organization

















Chester
Early Childhood
Learning Academy
for 3- and 4-year-olds

chesterfield
recovery
academy

First recovery
high school
in Virginia

Finding places for every learner

First K-8
virtual
school
in Virginia

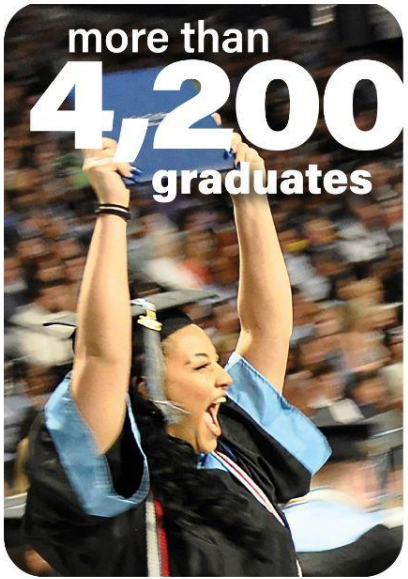
CCPSOnline

serves
3,000+
students in grades 9-12

2 campuses

CTC
CAREER & TECHNICAL CENTER

Did you know?



26,000+ college credits earned

more than 9,100 CTE career certificates earned in 2024-25

31,585 work-based learning experiences in 20

We received a wide range of input in forming this proposed budget



- Division Leadership
- Departments
- School Board Advisory Groups
- School Personnel

School Budget must meet a variety of needs

Mandates and Requirements

- General education teachers
- Math and reading specialists
- Resource, ESL, special education teachers
- Counselors, nurses, other support positions
- Teacher and other staff pay

Community Expectations

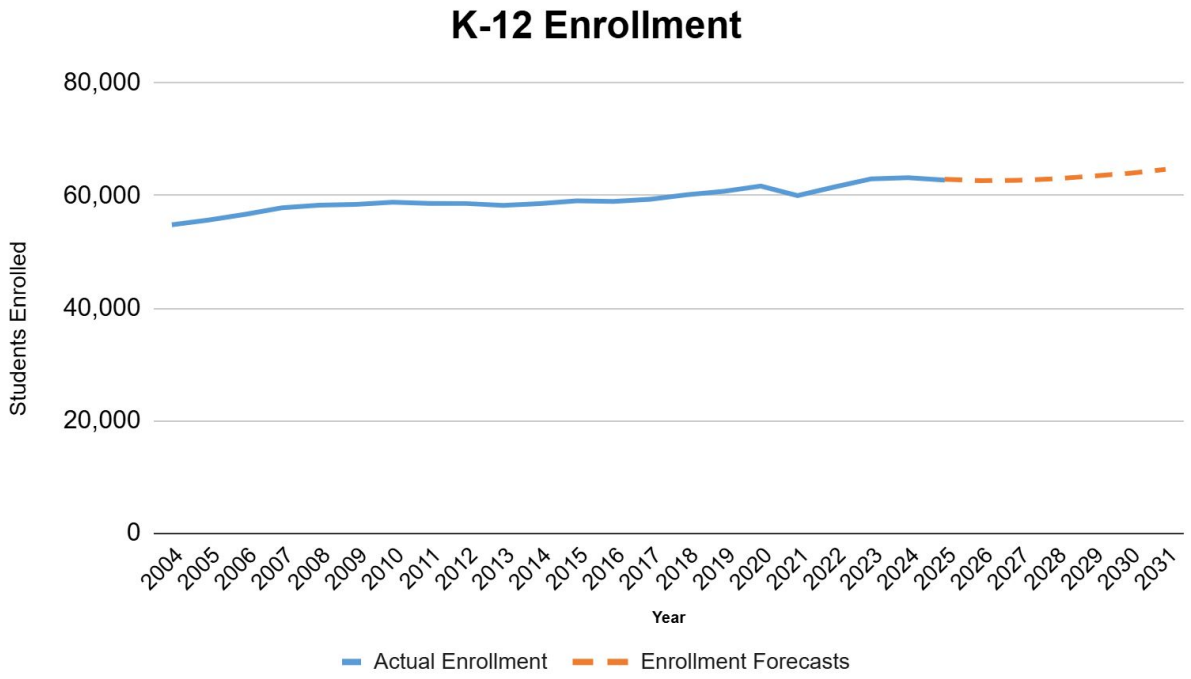
- Staffing levels beyond state minimums
- Special programs – specialty centers, center-based gifted, electives
- Student transportation
- Facilities

Enrollment shows modest growth

Many divisions shrinking, CCPS projects 1900+ (3%) total growth through 2031

235 instructional classrooms in modular units

Chart excludes Pre-K students



FY27 Proposed Revenue (+$47.9M)

State +$33.6M

- ~$27M - Biennium Rebenchmarking - technical update of cost inputs for the Standards of Quality (SOQ) and other Direct Aid programs using the latest data available
- ~$7M - 2% compensation supplement effective July 1, 2026

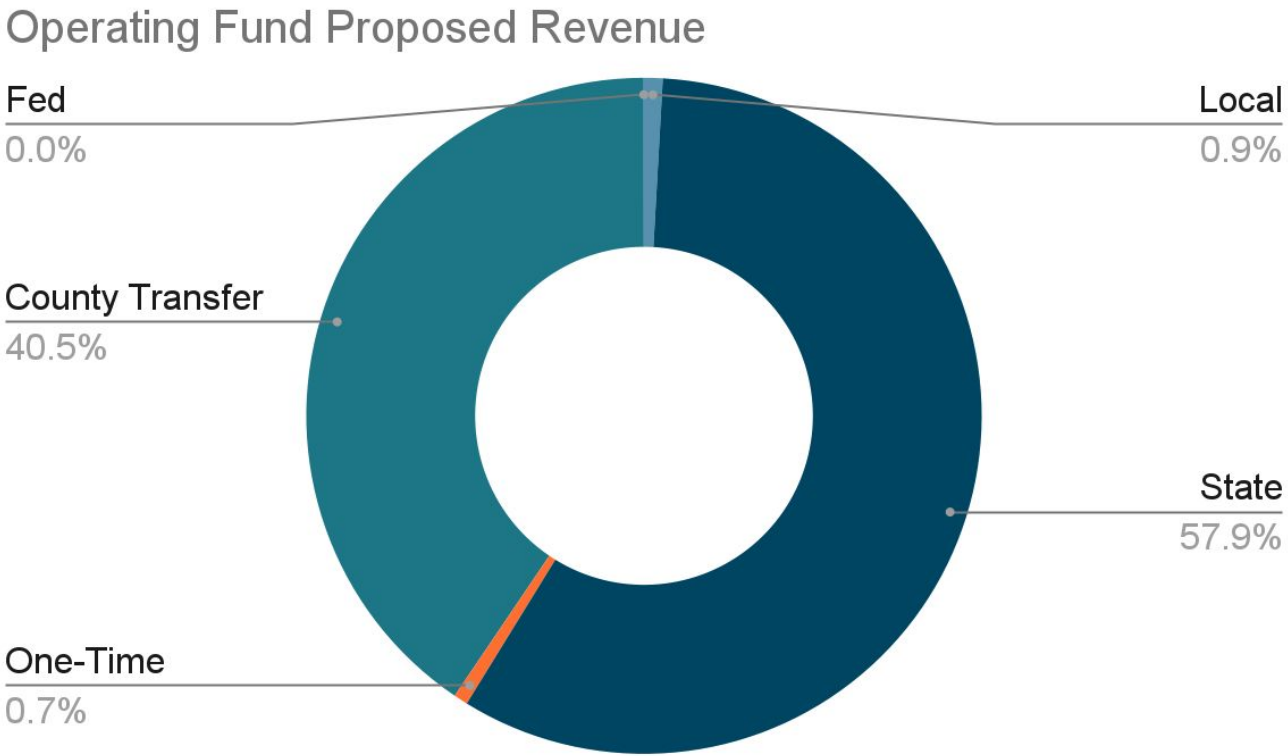
County +$13.2M

- $15M - Transfer, consistent with County 5-year plan
- ($1.8M) - Reduction in One-time fund usage to $7M

Local +$1.1M

- $0.7M - adjustment based on trend, example building rental fees
- $0.4M - Fees for Summer School and Chromebook intentional damage

Revenue Summary (Gov proposed state revenue)



$1,035M Total Operating Revenue

$47.9M increase from FY26 Adopted Budget

Budget Summary

Revenue

FY27 Proposed Summary	Change from FY26 ($ millions)
Local Revenue	*$1.1M*
*State Revenue**	*$33.6M*
County Revenue	*$15.0M*
Use of Reserves	*($1.8M)*
Total FY27 Revenue Adjustments	**$47.9M**

Expenses

FY27 Proposed Summary	Change from FY26 ($ millions)
Technical Adjustments	*($12.8M)*
Compensation	*$37.2M*
Required Increases / Inflation	*$16.5M*
Student Support & Other	*$7.0M*
Total FY27 Expense Adjustments	**$47.9M**

** Reflects Gov. proposed budget*

FY26 SB Approved Adjustments (+$47.9M)

Compensation $37.2M

- $25.4M teacher / admin positions 5% (4% COLA + step)
- $7.1M graded 5% Increase
- $2.9M other scales 5%
- $0.9M transportation scale
- $0.9M other targeted adjustments (subs, stipends, nurses)

Required Increases $16.5M

- $6.5M debt service / bus financing / major maintenance
- $3.5M new schools (DCES, west area high school, CTC@Hull)
- $2.9M technology / instruction / admin increases
- $2.6M operations increases
- $0.75M health & dental
- $0.25M regional tuition

Student Support & Other $7.0M

- $2.9M tutoring and attendance specialists (All-in)
- $1.4M special ed growth and behavior support
- $1.1M TSA
- $0.6M mental health support
- $0.5M technology replacement cycles
- $0.5M SW and HR
- $0.1M CIS expansion

** $12.8M reduction due to Technical / VRS adjustment included in $47.9M total*

Compensation

~5% increase for employees

$37,151,000 ***0 FTE***

- Step scale - $25.4M
  - Teachers and school-level administrators
  - ~1% step, plus 4% COLA to employees
  - $57,277 teacher starting salary (up from $55,047)
- Graded range - $7.1M
  - 5% increase to employees
  - Raises minimum pay to $15.28/hour (up from $14.70)
- Others Step (IAs, etc.) - $2.9M
  - ~1% step, plus 4% COLA for other non-graded positions
- Other adjustments - $1.7M
  - Transportation, nursing, substitutes and stipends

Required Increases

Debt Service / Major Maintenance

$6,500,000 ***0 FTE***

- Debt service - $5.0M
  - Contribution to Debt Service Fund increase to ~$74M in total
  - Increase due to current new building construction costs
- School bus financing - $0.5M
  - New program to facilitate purchase of ~45 new buses/year when combined with current budgeted $3.4M
  - Establishes a 15 replacement cycle for school buses
- Major maintenance financing - $1.0M
  - Creation of Major Maintenance debt financing
  - Enables increase in FY27 MM from $9M to ~$30M net of debt payment

** See CIP deck for additional details*

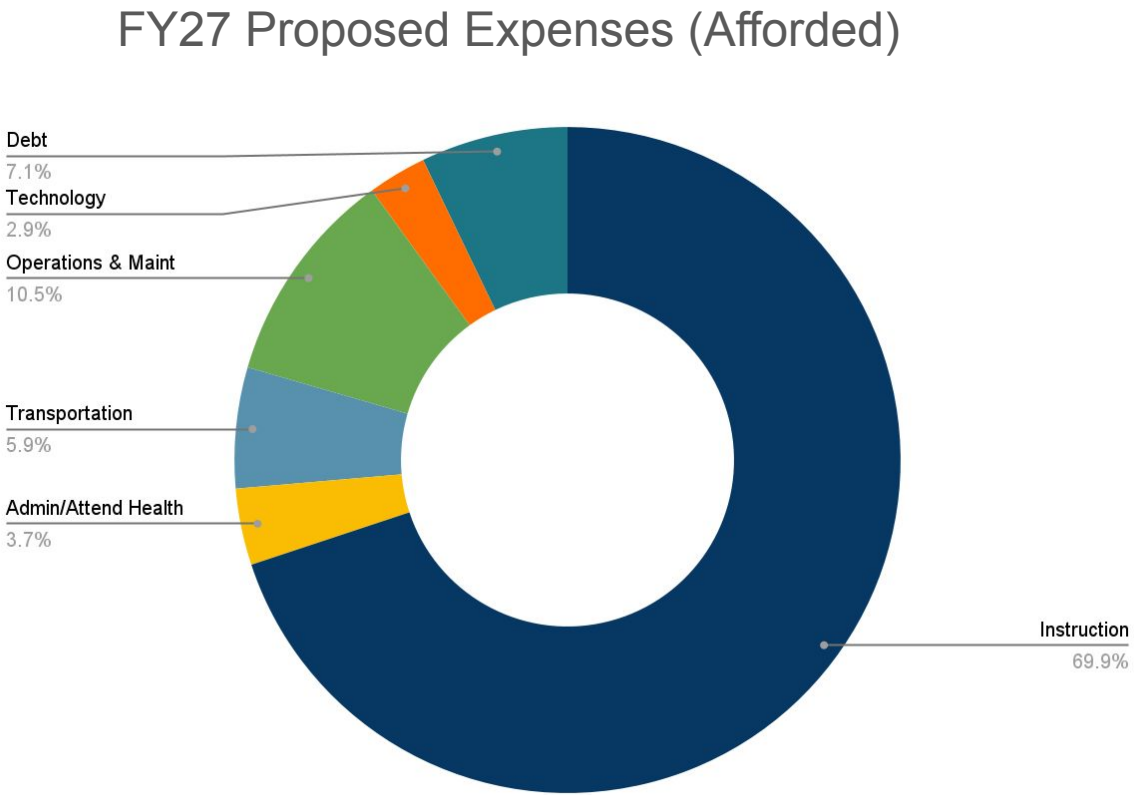
Required Increases

New School personnel / programs

$3,521,400 ***29 FTE***

- Open Deep Creek ES - $1.7M
  - Administration and other staff
  - Operating costs
- Open new CTC@Hull programming - $1.2M
  - 5-6 new instructional staff for expanded course offerings
  - Instructional supplies / technical equipment
- Planning staff for west area high school - $0.6M
  - Planning principal and five other staff members to be hired throughout the year

Funded Expense Summary - $1,035M



$47.9M in afforded Expense increases

All Funds - Approval

Fund	FY26 Adopted	FY27 Proposed	Dollar Change	Percent Change	FTE
Operating	$987,074,800	$1,034,993,500	$47,918,700	4.85%	8726.85
Grants	$38,153,200	$38,846,200	$693,000	1.82%	286
Food Service	$42,238,600	$45,063,800	$2,825,200	6.69%	507
Total CCPS	**$1,067,466,600**	**$1,118,903,500**	**$51,436,900**	**4.82%**	
Appomattox Regional Governor's School (ARGS)	$5,631,400	$6,098,700	$467,300	8.30%	
Grand Total	**$1,073,098,000**	**$1,125,002,200**	**$51,904,200**	**4.84%**	

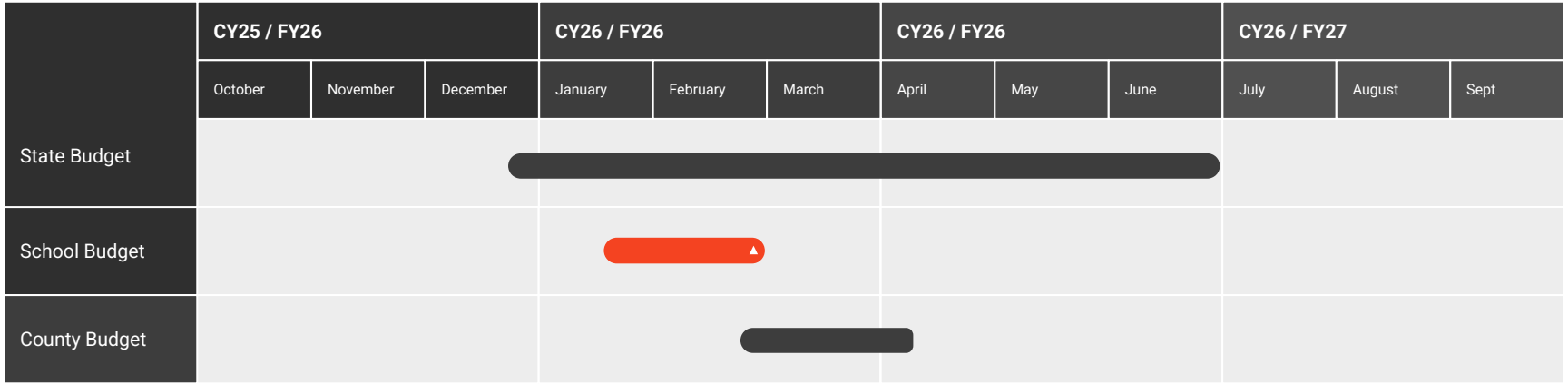
Other school needs

Should additional funding be made available, areas to consider are included as part of Unfunded Priorities:

- Operations & Technology
  - Ongoing maintenance
  - Additional major maintenance
  - Technology replacement cycles
  - Debt Service
- Staff and Student Supports
  - Student support (e.g. gifted and special education, behavioral supports)
  - Administrative Support
  - Federal grant risk mitigation
- Compensation
  - Path to $60k and $16/hour
  - Other Compensation

Revenue timelines

The Revenue timelines, both State and County, lag the School Budget proposal



Schools to adopt with revisions before July 1



Chesterfield County Public Schools

SB Approved FY27 Capital Improvement Plan

Dr. John T. Murray
Superintendent

January 22, 2026

Summary

SB Approved FY27 Capital Improvement Plan

- FY27-FY31 CIP totals $709M, including $117M to be appropriated in FY27
- Current Construction projects include $74M in FY27 appropriations
  - West Area High School, Grange Hall, New Dale-area ES
- Major Maintenance, Bus Financing and Lease payments include $43M in FY27 appropriations
  - Major Maintenance will be dependant on County bond issuance and timing, assumed $21M

FY 2027 CIP - School Opening Plan

SY26-27 (Aug 2026)	SY27-28 (Aug 2027)	SY28-29 (Aug 2028)	SY29-30 (Aug 2029)	SY30-31 (Aug 2030)	Future Projects
Bensley ES	West Area HS		Grange Hall ES	Dale District area ES/Pre-K	Midlothian MS
Deep Creek ES	FCMS Phase 2 (demolition/fields)				Old Hundred Area New ES
CTC@Hull Renovation					Thomas Dale Main HS Expansion
					Matoaca MS Replacement
					Bird HS Gym Expansion

Green - In process

Yellow - Design

Red - Not Yet started

CIP Progress - August 2026 Planned Opening

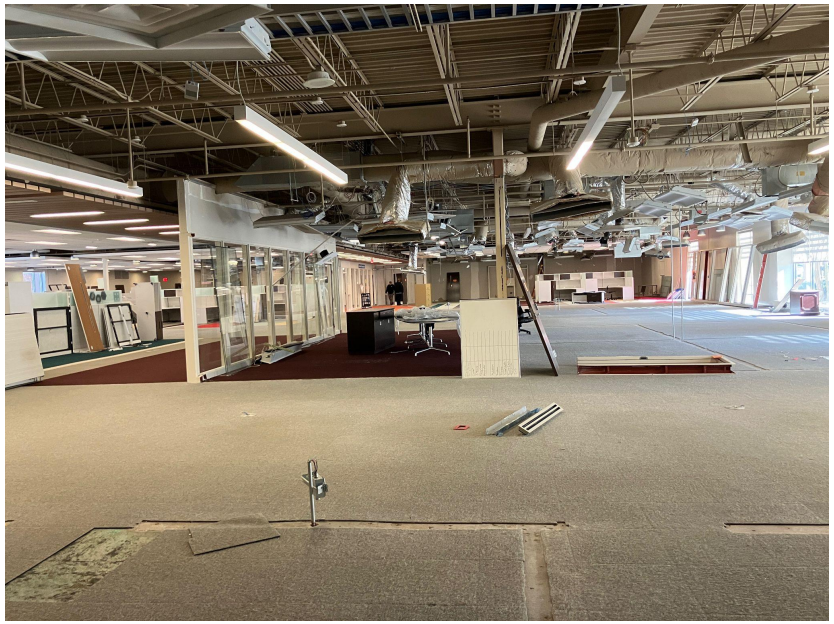


Bensley ES



Deep Creek ES

CIP Progress - August 2026 Planned Opening



CTC-Hull expansion

CIP Progress - August 2027 Planned Opening
West Area High School



Major Maintenance - Two approaches to funding needs analysis

Current Replacement Value (CRV)

- Calculate the replacement cost of each building, typically a cost per square foot approach
- Uses a standard replacement value percentage

$3.4B * 2.5% = $85M annual benchmark

Facility Condition Assessment (FCA)

- Professionally evaluate major systems (HVAC, electric, plumbing, roofs, etc.) for conditions and replacement cycles
- Develop a systematic replacement/improvement plan based on actual conditions

FCA under development

Proposed Major Maintenance Plan

Hybrid funding model

- Leverage existing, budgeted $9M transfer and increase contribution from Operations by $1M
  - $10M total cash available from Operations

- Partner with county to enter into a debt funding plan to enable at least $30M in total funding in FY27 for major maintenance
  - Consistent with recent spend levels
  - Facility condition assessment ongoing to determine long-term need

Proposed School Bus Replacement Plan

- An ongoing challenge for CCPS has been the consistent replacement of school buses.
  - Approximately 15% of school buses exceed 15 years old
- The FY 2026 budget has $3.4 million for bus replacement, funding about 22 buses annually.
  - Without additional funds, replacing each bus would take **29 years**.
- **Plan: Replace ~45 school buses per year using a hybrid cash/financing approach, achieving a 15 year replacement cycle**
  - Using the FY 2026 budget and additional $0.5M contribution annually for the coming years, we propose paying for 50% of buses with cash and debt financing the remaining 50%

Conclusion

Addressing long-term CIP structural issues:

- **New Schools:** Deep Creek Middle and Davis Elementary opened this year. Bensley Elementary and Deep Creek Elementary open Aug 2026. West area high school opens Aug 2027.
- **Sustainable Programs:** Planning for Chromebook, major maintenance, and bus replacement. Chromebook lease implemented last year. Maintenance funding and bus replacement cycle proposed this budget.
- **Budget Status:** Awaiting final State budget figures for Operating and CIP

We thank the Board of Supervisors for their support.

CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA

Meeting Date: March 11, 2026 **Item Number: 4.C.**

Subject:
County's FY2027 Proposed Budget Presentation

Board Action Requested:
Hold a work session on the FY2027 Proposed Budget.

Summary of Information:
Staff will review the county's FY2027 proposed budget and discuss the next steps moving forward.

Attachments:
1. FY2027 Proposed Budget Work Session

Preparer: Christopher "Matt" Harris, Deputy County Administrator

Approved By:

FY2027 Proposed Budget Work Session

Board of Supervisors Meeting

March 11, 2026

CHESTERFIELD
BUDGET & MANAGEMENT

Outline

- Schools FY2027 Budget and FY2027-FY2031 CIP
- Long-Run Budget Trends and Revenue Overview
- FY2027 Budget and FY2027-FY2031 CIP
- Community Contracts and CDBG Highlights
- What's Ahead



Chesterfield County Public Schools

SB Approved FY27 Financial Plan & CIP

Dr. John T. Murray
Superintendent

March 11, 2026

Executive Summary

FY27 Financial Plan

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- Reminder, State process is still ongoing and state funding is dependant on finalization of state process - Will amend as needed once complete

Building a budget

Va Code § 22.1.92. Estimate of moneys needed for public schools; notice of costs to be distributed.

*It shall be the duty of each **division superintendent** to prepare, with the approval of the school board, and submit to the governing body or bodies appropriating funds for the school division, by the date specified in § 15.2-2503, the estimate of the amount of money **deemed to be needed** during the next fiscal year for the support of the public schools of the school division.*

A premier school division

Families want to send their children to Chesterfield schools because they know they will receive an outstanding education.







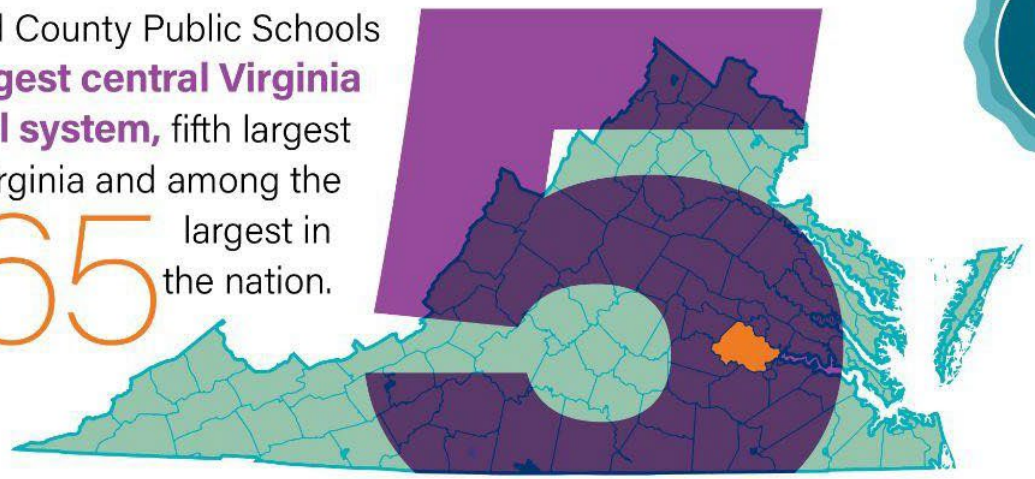








Chesterfield County Public Schools is the **largest central Virginia school system,** fifth largest in Virginia and among the 65 largest in the nation.



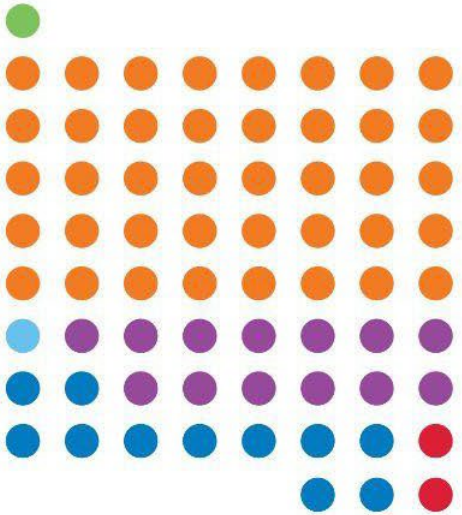
8 National ESEA Distinguished Schools

7 Middle Schools to Watch

National Blue Ribbon Schools **7**

1 AMLE School of Distinction

64,000 students attend **68** schools:



1 prekindergarten

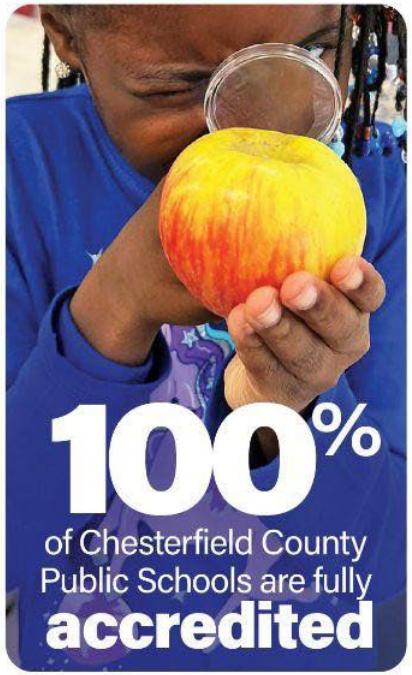
40 elementary schools (grades K-5)

1 virtual school (grades K-8)

13 middle schools (grades 6-8)

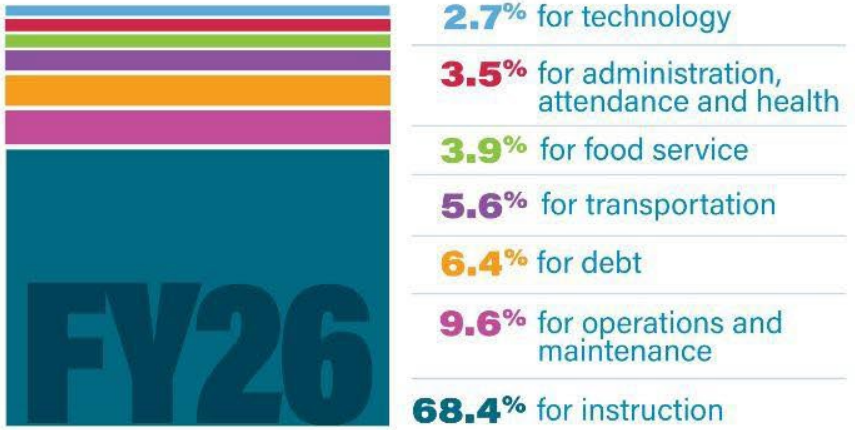
11 high schools (grades 9-12), which include **13 specialty centers**

2 career and technical centers



A large organization

















Chester
Early Childhood
Learning Academy
for 3- and 4-year-olds

chesterfield
recovery
academy

First recovery
high school
in Virginia

Finding places for every learner

First K-8
virtual
school
in Virginia



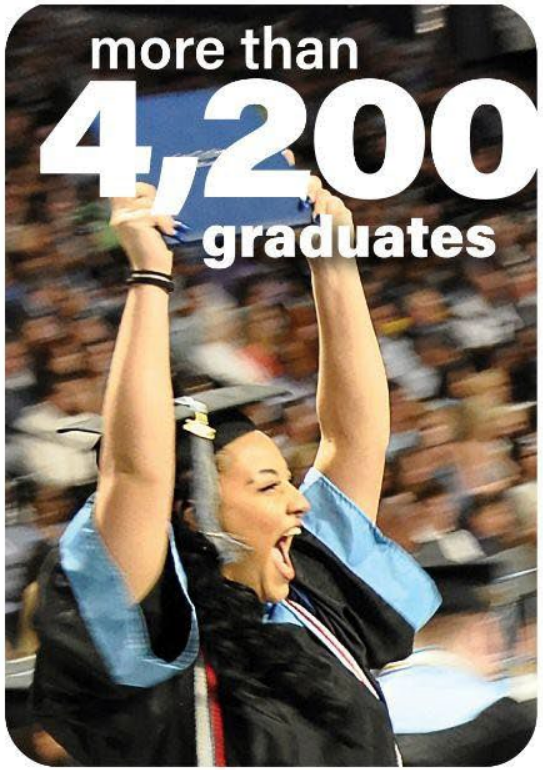
CCPSOnline

serves
3,000+
students in grades 9-12

2 campuses

CTC
CAREER & TECHNICAL CENTER

Did you know?



26,000+ college credits earned

more than 9,100 CTE career certificates earned in 2024-25

31,585 work-based learning experiences in 20

We received a wide range of input in forming this propo budget



- Division Leadership
- Departments
- School Board Advisory Groups
- School Personnel

School Budget must meet a variety of needs

Mandates and Requirements

- General education teachers
- Math and reading specialists
- Resource, ESL, special education teachers
- Counselors, nurses, other support positions
- Teacher and other staff pay

Community Expectations

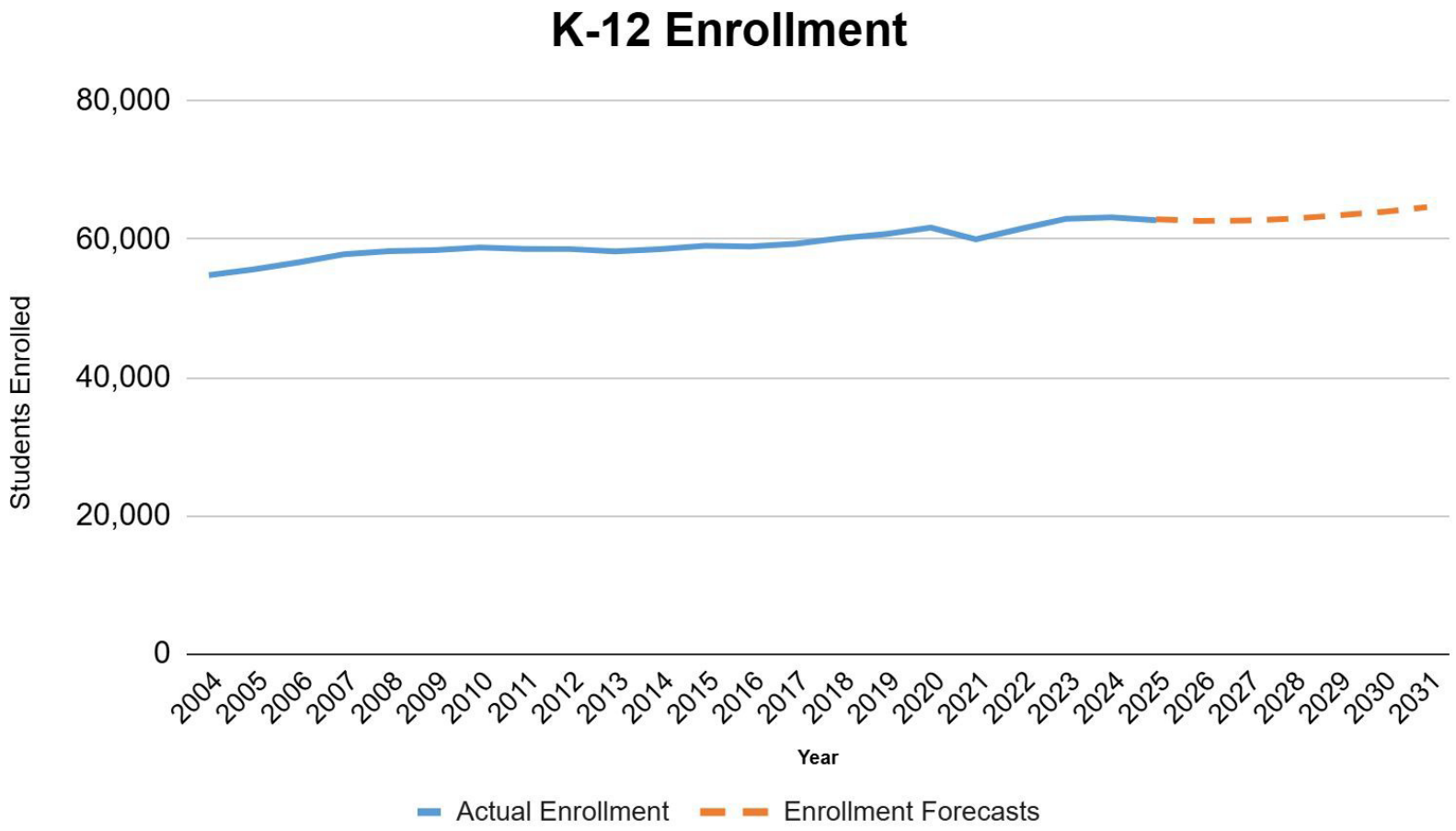
- Staffing levels beyond state minimums
- Special programs – specialty centers, center-based gifted, electives
- Student transportation
- Facilities

Enrollment shows modest growth

Many divisions shrinking, CCPS projects 1900+ (3%) total growth through 2031

235 instructional classrooms in modular units

Chart excludes Pre-K students



FY27 Proposed Revenue (+$47.9M)

State
+$33.6M

- ~$27M - Biennium Rebenchmarking - technical update of cost inputs for the Standards of Quality (SOQ) and other Direct Aid programs using the latest data available
- ~$7M - 2% compensation supplement effective July 1, 2026

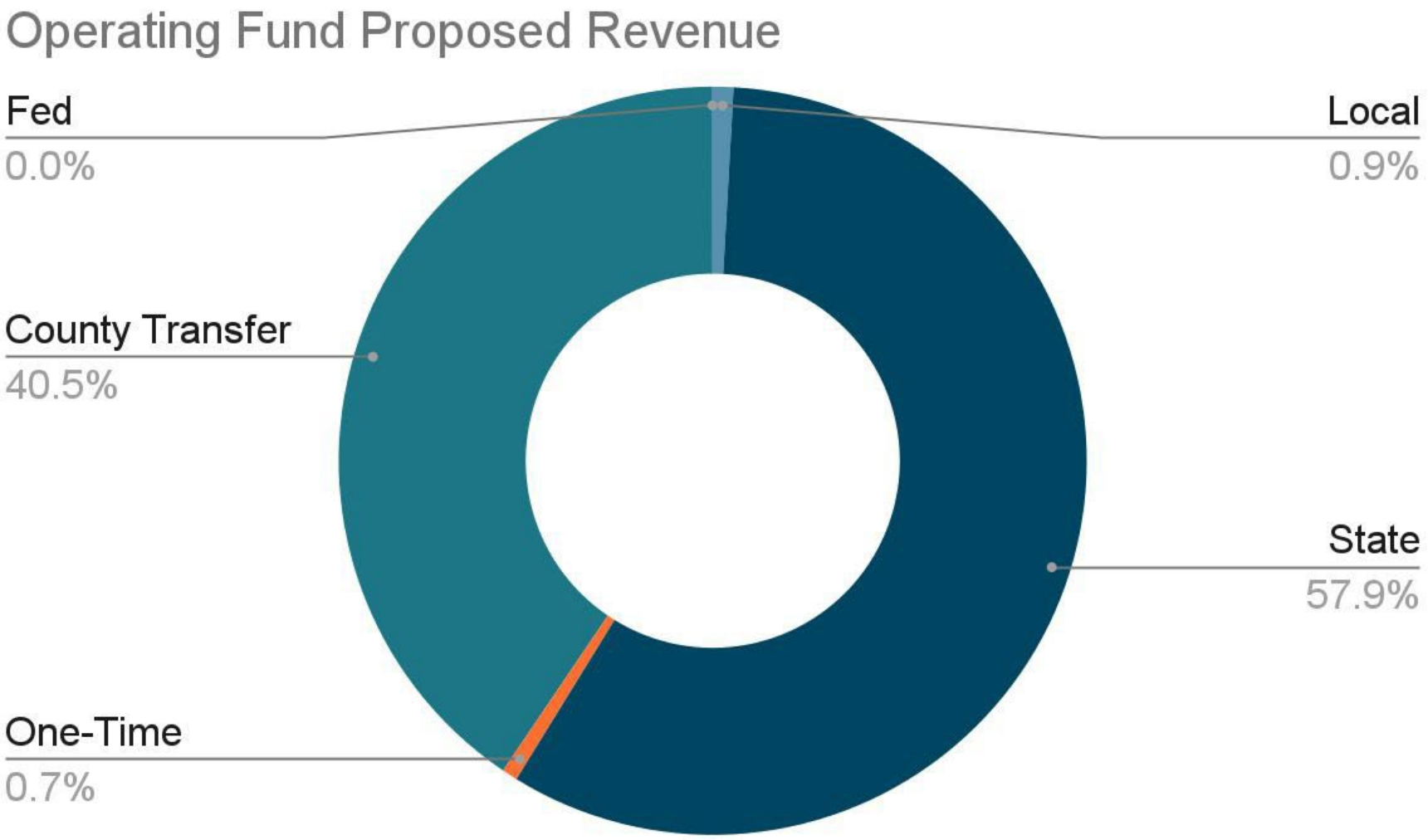
County
+$13.2M

- $15M - Transfer, consistent with County 5-year plan
- ($1.8M) - Reduction in One-time fund usage to $7M

Local
+$1.1M

- $0.7M - adjustment based on trend, example building rental fees
- $0.4M - Fees for Summer School and Chromebook intentional damage

Revenue Summary (Gov proposed state revenue)



$1,035M Total Operating Revenue

$47.9M increase from FY26 Adopted Budget

Budget Summary

Revenue

FY27 Proposed Summary	Change from FY26 ($ millions)
Local Revenue	*$1.1M*
*State Revenue**	*$33.6M*
County Revenue	*$15.0M*
Use of Reserves	*($1.8M)*
Total FY27 Revenue Adjustments	**$47.9M**

Expenses

FY27 Proposed Summary	Change from FY26 ($ millions)
Technical Adjustments	*($12.8M)*
Compensation	*$37.2M*
Required Increases / Inflation	*$16.5M*
Student Support & Other	*$7.0M*
Total FY27 Expense Adjustments	**$47.9M**

** Reflects Gov. proposed budget*

FY26 SB Approved Adjustments (+$47.9M)

Compensation $37.2M

- $25.4M teacher / admin positions 5% (4% COLA + step)
- $7.1M graded 5% Increase
- $2.9M other scales 5%
- $0.9M transportation scale
- $0.9M other targeted adjustments (subs, stipends, nurses)

Required Increases $16.5M

- $6.5M debt service / bus financing / major maintenance
- $3.5M new schools (DCES, west area high school, CTC@Hull)
- $2.9M technology / instruction / admin increases
- $2.6M operations increases
- $0.75M health & dental
- $0.25M regional tuition

Student Support & Other $7.0M

- $2.9M tutoring and attendance specialists (All-in)
- $1.4M special ed growth and behavior support
- $1.1M TSA
- $0.6M mental health support
- $0.5M technology replacement cycles
- $0.5M SW and HR
- $0.1M CIS expansion

** $12.8M reduction due to Technical / VRS adjustment included in $47.9M total*

Compensation

~5% increase for employees

$37,151,000 ***0 FTE***

- Step scale - $25.4M
  - Teachers and school-level administrators
  - ~1% step, plus 4% COLA to employees
  - $57,277 teacher starting salary (up from $55,047)
- Graded range - $7.1M
  - 5% increase to employees
  - Raises minimum pay to $15.28/hour (up from $14.70)
- Others Step (IAs, etc.) - $2.9M
  - ~1% step, plus 4% COLA for other non-graded positions
- Other adjustments - $1.7M
  - Transportation, nursing, substitutes and stipends

Required Increases

Debt Service / Major Maintenance

$6,500,000 ***0 FTE***

- Debt service - $5.0M
  - Contribution to Debt Service Fund increase to ~$74M in total
  - Increase due to current new building construction costs
- School bus financing - $0.5M
  - New program to facilitate purchase of ~45 new buses/year when combined with current budgeted $3.4M
  - Establishes a 15 replacement cycle for school buses
- Major maintenance financing - $1.0M
  - Creation of Major Maintenance debt financing
  - Enables increase in FY27 MM from $9M to ~$30M net of debt payment

** See CIP deck for additional details*

Required Increases

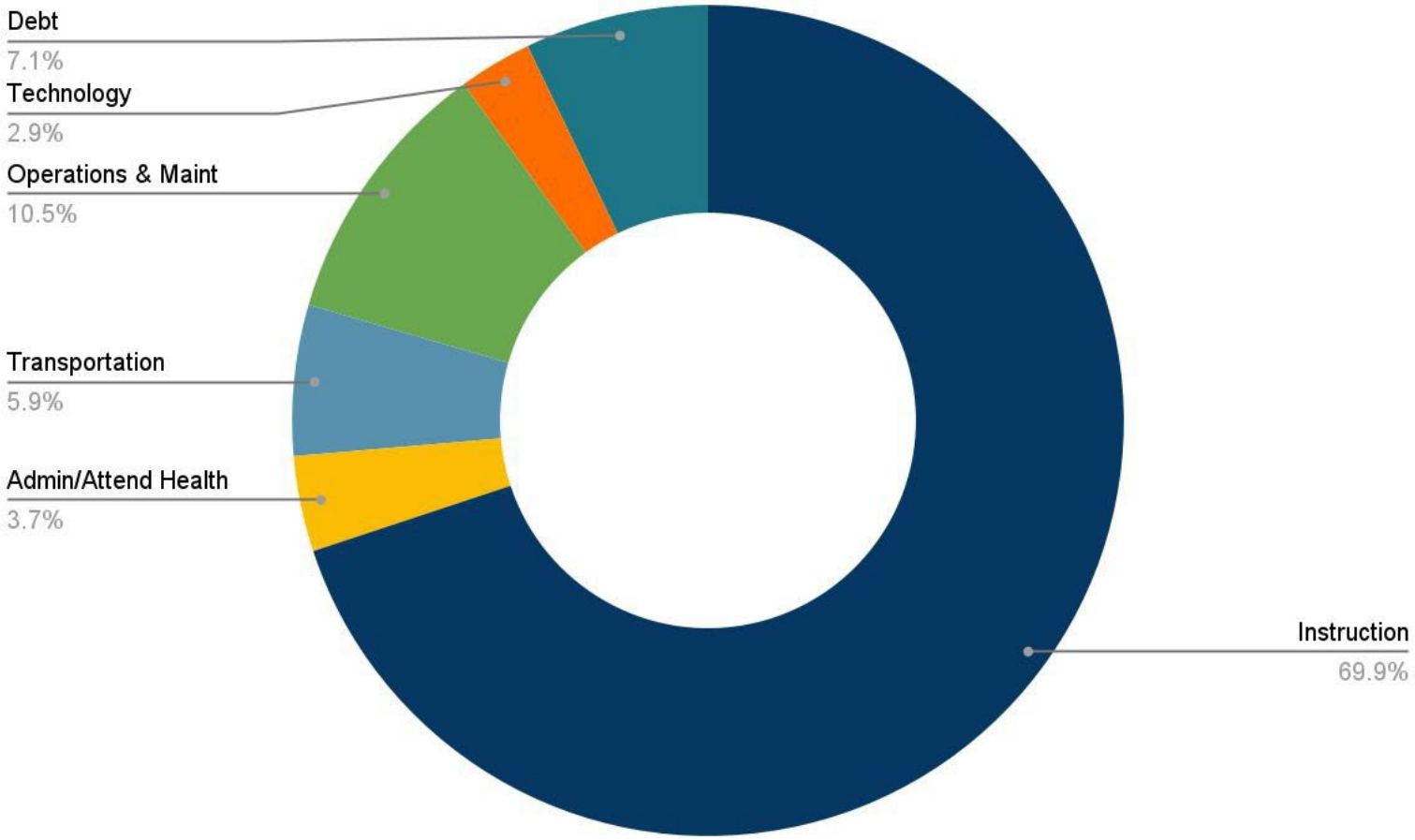
New School personnel / programs

$3,521,400 ***29 FTE***

- Open Deep Creek ES - $1.7M
  - Administration and other staff
  - Operating costs
- Open new CTC@Hull programming - $1.2M
  - 5-6 new instructional staff for expanded course offerings
  - Instructional supplies / technical equipment
- Planning staff for west area high school - $0.6M
  - Planning principal and five other staff members to be hired throughout the year

Funded Expense Summary - $1,035M

FY27 Proposed Expenses (Afforded)



$47.9M in afforded Expense increases

All Funds - Approval

Fund	FY26 Adopted	FY27 Proposed	Dollar Change	Percent Change	FTE
Operating	$987,074,800	$1,034,993,500	$47,918,700	4.85%	8726.85
Grants	$38,153,200	$38,846,200	$693,000	1.82%	286
Food Service	$42,238,600	$45,063,800	$2,825,200	6.69%	507
Total CCPS	**$1,067,466,600**	**$1,118,903,500**	**$51,436,900**	**4.82%**	
Appomattox Regional Governor's School (ARGS)	$5,631,400	$6,098,700	$467,300	8.30%	
Grand Total	**$1,073,098,000**	**$1,125,002,200**	**$51,904,200**	**4.84%**	

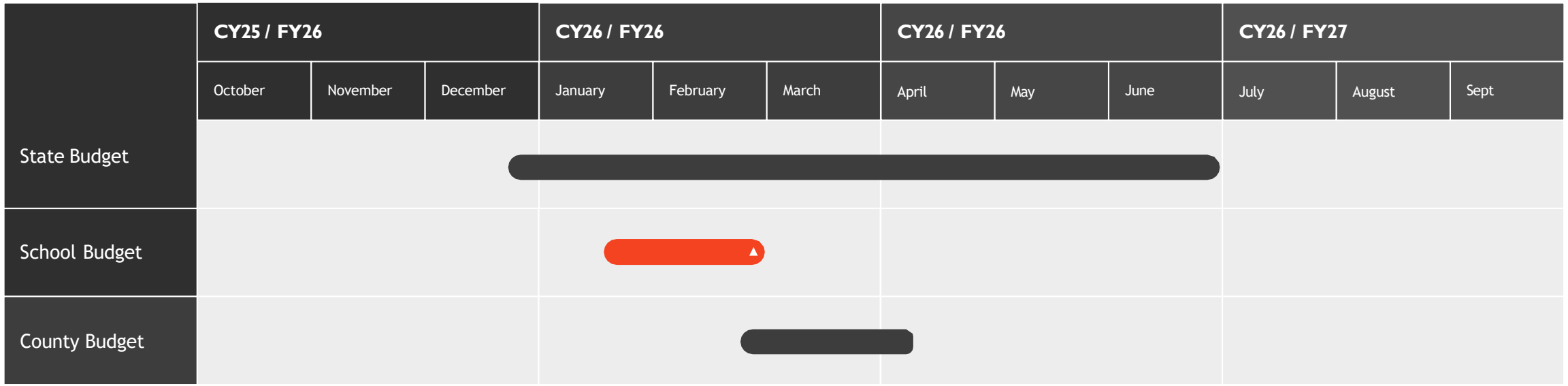
Other school needs

Should additional funding be made available, areas to consider are included as part of Unfunded Priorities:

- Operations & Technology
  - Ongoing maintenance
  - Additional major maintenance
  - Technology replacement cycles
  - Debt Service
- Staff and Student Supports
  - Student support (e.g. gifted and special education, behavioral supports)
  - Administrative Support
  - Federal grant risk mitigation
- Compensation
  - Path to $60k and $16/hour
  - Other Compensation

Revenue timelines

The Revenue timelines, both State and County, lag the School Budget proposal



Schools to adopt with revisions before July 1



Chesterfield County Public Schools

SB Approved FY27 Capital Improvement Program

Dr. John T. Murray
Superintendent

January 22, 2026

Summary

SB Approved FY27 Capital Improvement Program

- FY27-FY31 CIP totals $709M, including $117M to be appropriated in FY27
- Current Construction projects include $74M in FY27 appropriations
  - West Area High School, Grange Hall, New Dale-area ES
- Major Maintenance, Bus Financing and Lease payments include $43M in FY27 appropriations
  - Major Maintenance will be dependant on County bond issuance and timing, assumed $21M

FY 2027 CIP - School Opening Plan

SY26-27 (Aug 2026)	SY27-28 (Aug 2027)	SY28-29 (Aug 2028)	SY29-30 (Aug 2029)	SY30-31 (Aug 2030)	Future Projects
Bensley ES	West Area HS		Grange Hall ES	Dale District area ES/Pre-K	Midlothian MS
Deep Creek ES	FCMS Phase 2 (demolition/fields)				Old Hundred Area New ES
CTC@Hull Renovation					Thomas Dale Main HS Expansion
					Matoaca MS Replacement
					Bird HS Gym Expansion

Green - In process

Yellow - Design

Red - Not Yet started

CIP Progress - August 2026 Planned Opening



Bensley ES



Deep Creek ES

CIP Progress - August 2026 Planned Opening



CTC-Hull expansion

CIP Progress - August 2027 Planned Opening
West Area High School



Major Maintenance - Two approaches to funding needs analysis

Current Replacement Value (CRV)

- Calculate the replacement cost of each building, typically a cost per square foot approach
- Uses a standard replacement value percentage

$3.4B * 2.5% = $85M annual benchmark

Facility Condition Assessment (FCA)

- Professionally evaluate major systems (HVAC, electric, plumbing, roofs, etc.) for conditions and replacement cycles
- Develop a systematic replacement/improvement plan based on actual conditions

FCA under development

Proposed Major Maintenance Plan

Hybrid funding model

- Leverage existing, budgeted $9M transfer and increase contribution from Operations by $1M
  - $10M total cash available from Operations

- Partner with county to enter into a debt funding plan to enable at least $30M in total funding in FY27 for major maintenance
  - Consistent with recent spend levels
  - Facility condition assessment ongoing to determine long-term need

Proposed School Bus Replacement Plan

- An ongoing challenge for CCPS has been the consistent replacement of school buses.
  - Approximately 15% of school buses exceed 15 years old
- The FY 2026 budget has $3.4 million for bus replacement, funding about 22 buses annually.
  - Without additional funds, replacing each bus would take **29 years**.
- **Plan: Replace ~45 school buses per year using a hybrid cash/financing approach, achieving a 15 year replacement cycle**
  - Using the FY 2026 budget and additional $0.5M contribution annually for the coming years, we propose paying for 50% of buses with cash and debt financing the remaining 50%

Conclusion

Addressing long-term CIP structural issues:

- **New Schools:** Deep Creek Middle and Davis Elementary opened this year. Bensley Elementary and Deep Creek Elementary open Aug 2026. West area high school opens Aug 2027.
- **Sustainable Programs:** Planning for Chromebook, major maintenance, and bus replacement. Chromebook lease implemented last year. Maintenance funding and bus replacement cycle proposed this budget.
- **Budget Status:** Awaiting final State budget figures for Operating and CIP

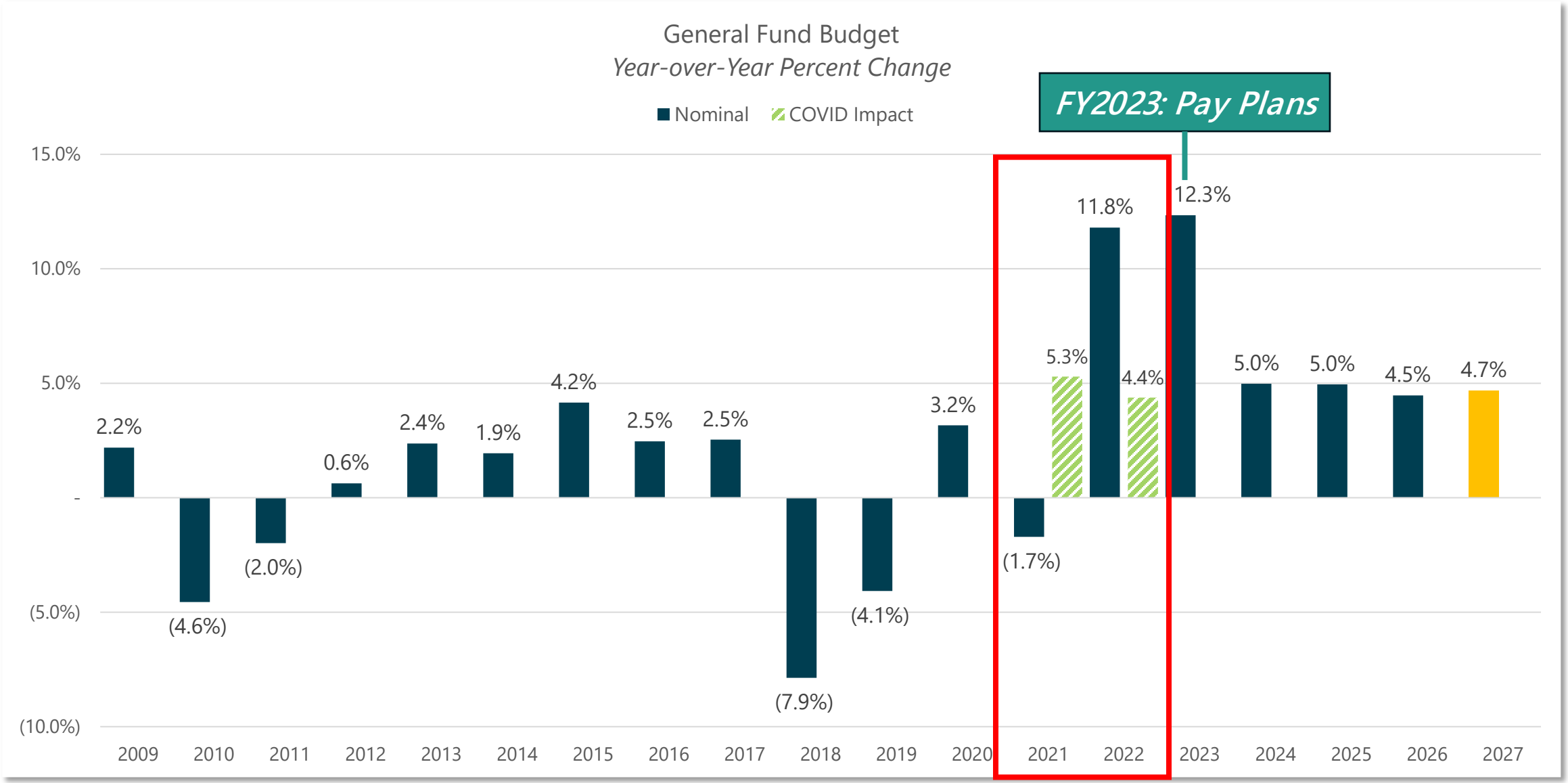
We thank the Board of Supervisors for their support.

Long-Run Budget Trends

CHESTERFIELD
BUDGET & MANAGEMENT

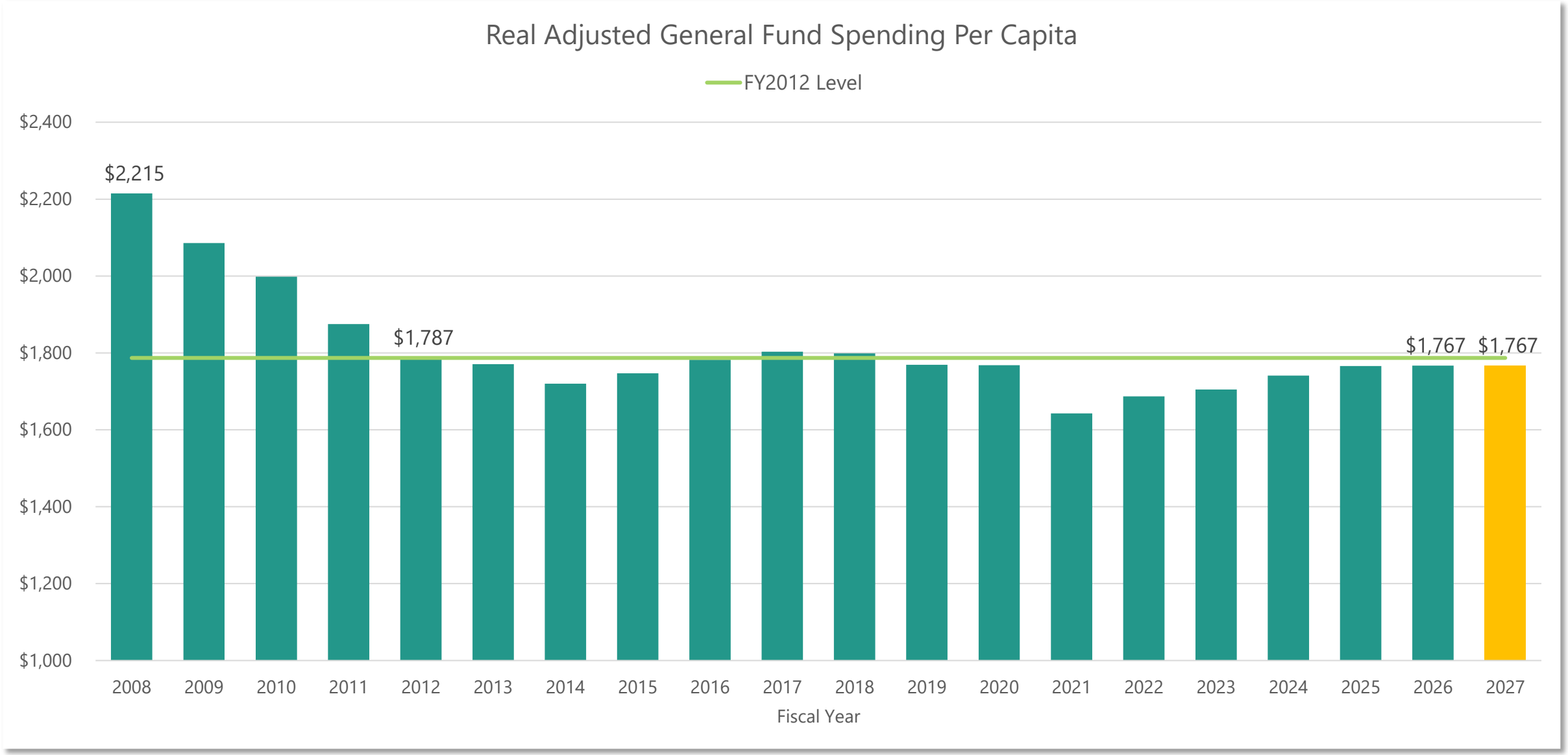

Cost Pressures
Increased Customer Counts
Unfunded Mandates
Demographic Shifts
Evolving Service Portfolio
Economic Uncertainty
Geopolitical Risk/Threats

Nominal General Fund Budget Trend



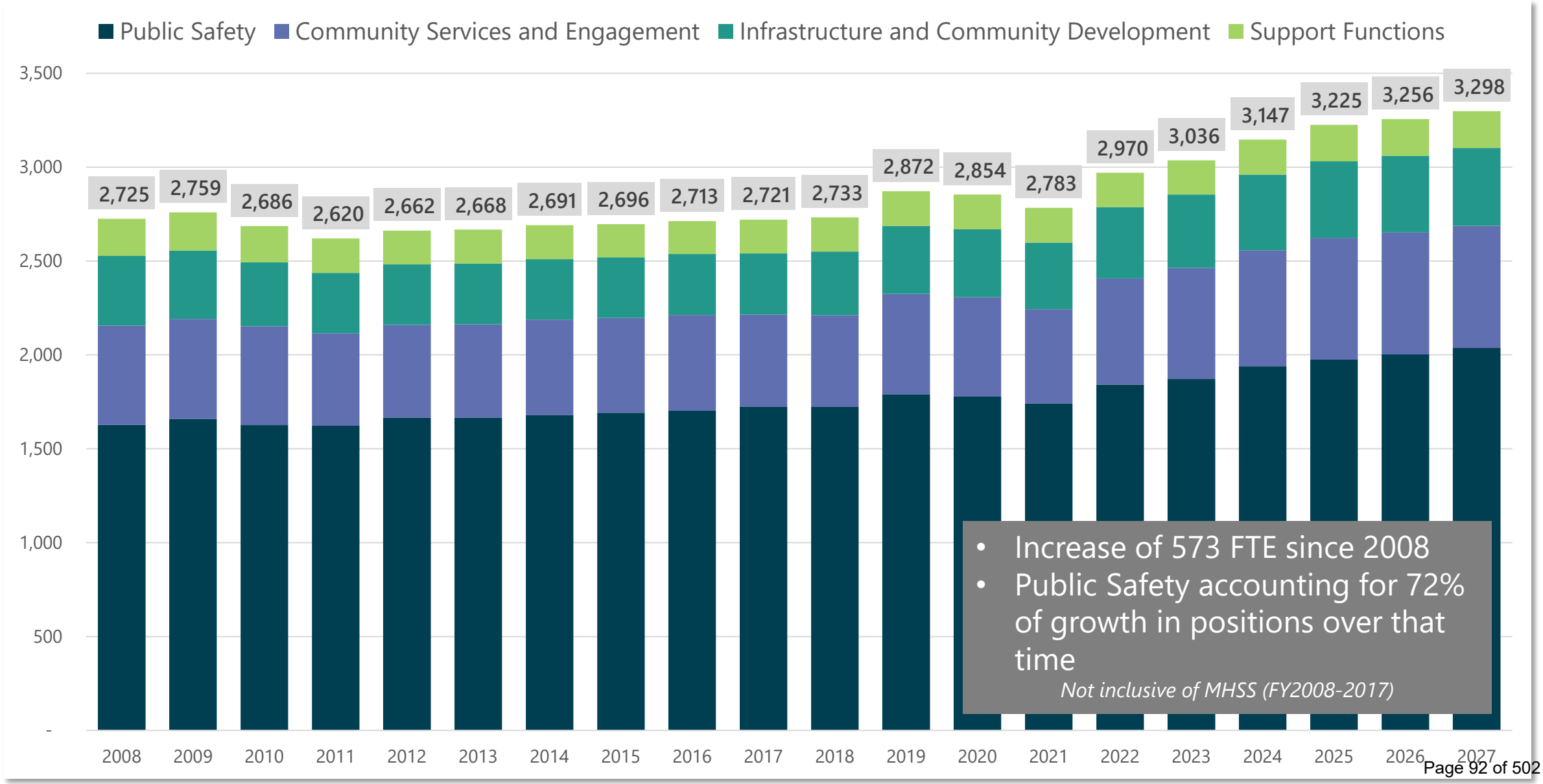
COVID Impact assumes FY2021 was adopted at the initial FY2021 proposed budget total.

Real Adjusted General Budget Per Capita

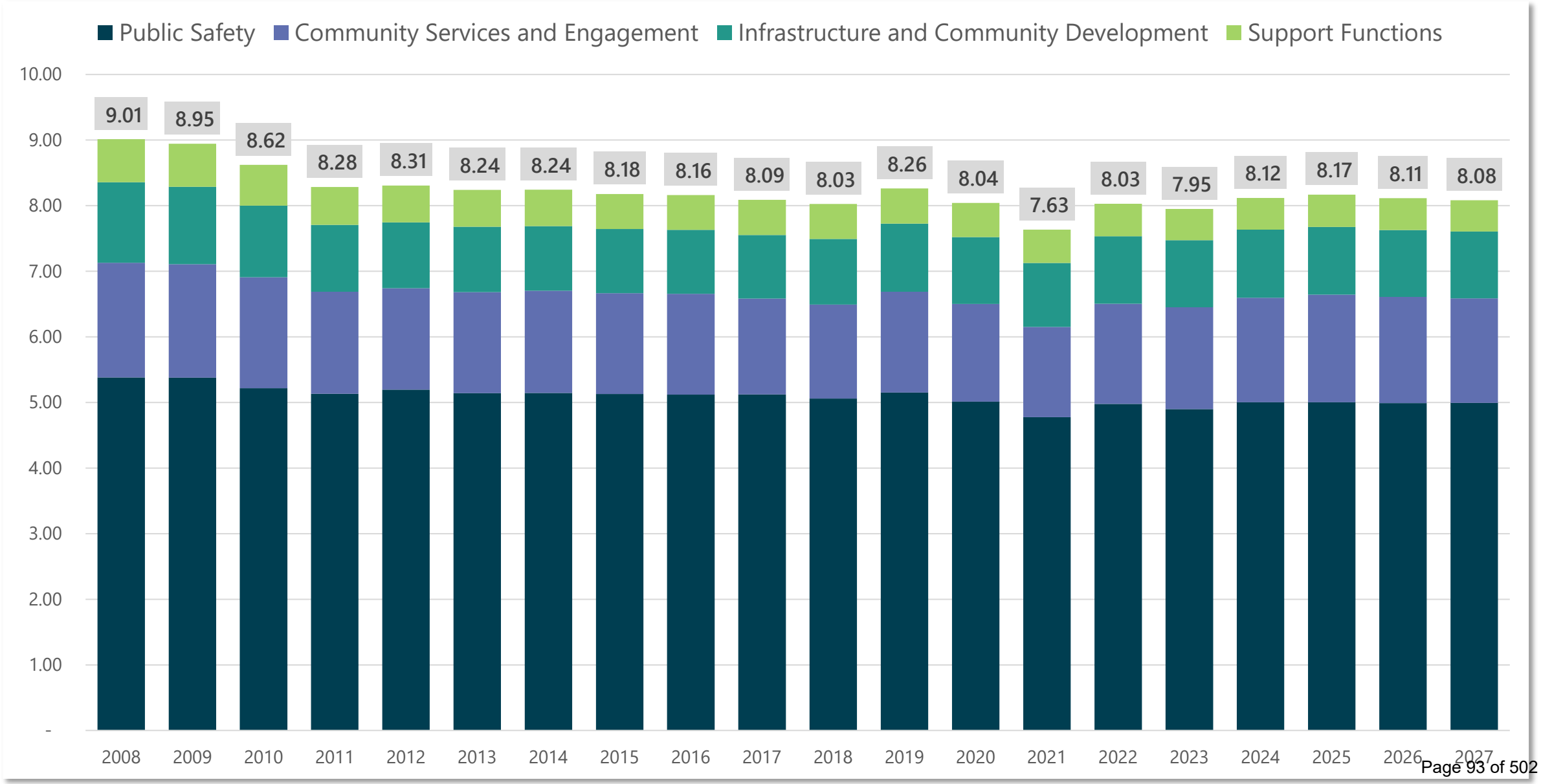


Sources: U.S. Bureau of Economic Analysis, State and Local Government Implicit Price Deflator (Inflation); Weldon Cooper Center for Public Service (Population)

General Fund FTE by Category



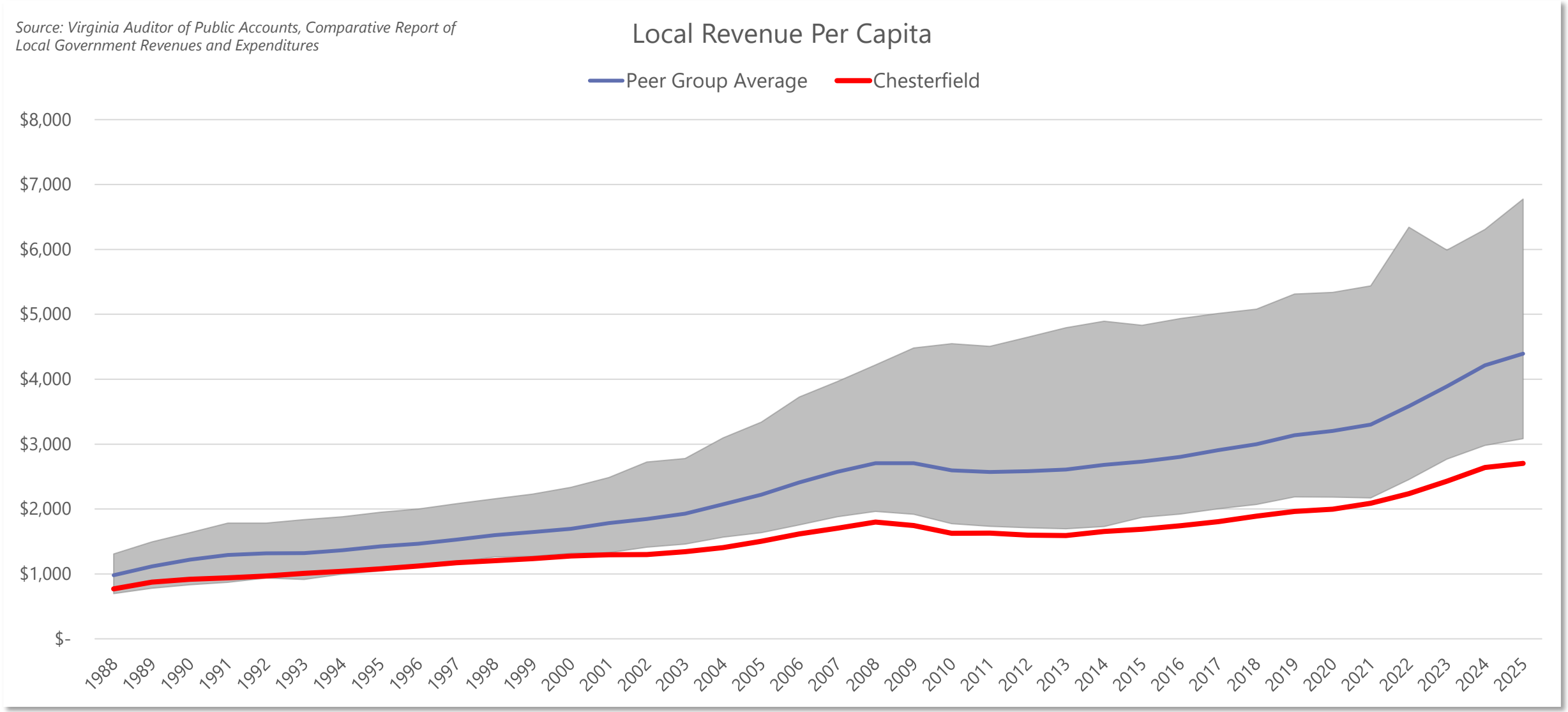
General Fund FTE by Category (per 1,000 Residents)



A Comparison to Peer Group

Local Revenue Per Capita

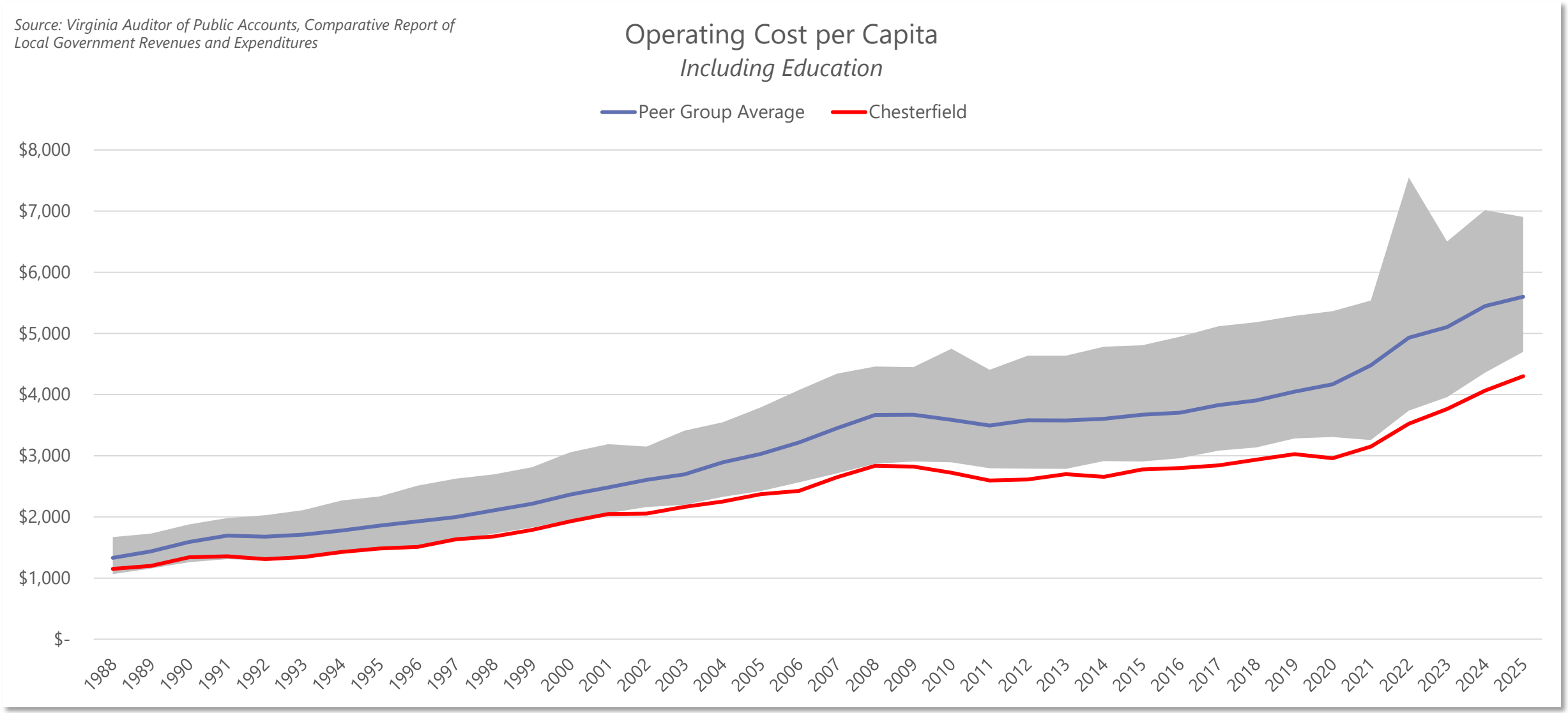
Source: Virginia Auditor of Public Accounts, Comparative Report of Local Government Revenues and Expenditures



*Chesterfield lowest local revenue per capita since **1997** amongst peer group*

Operating Cost per Capita

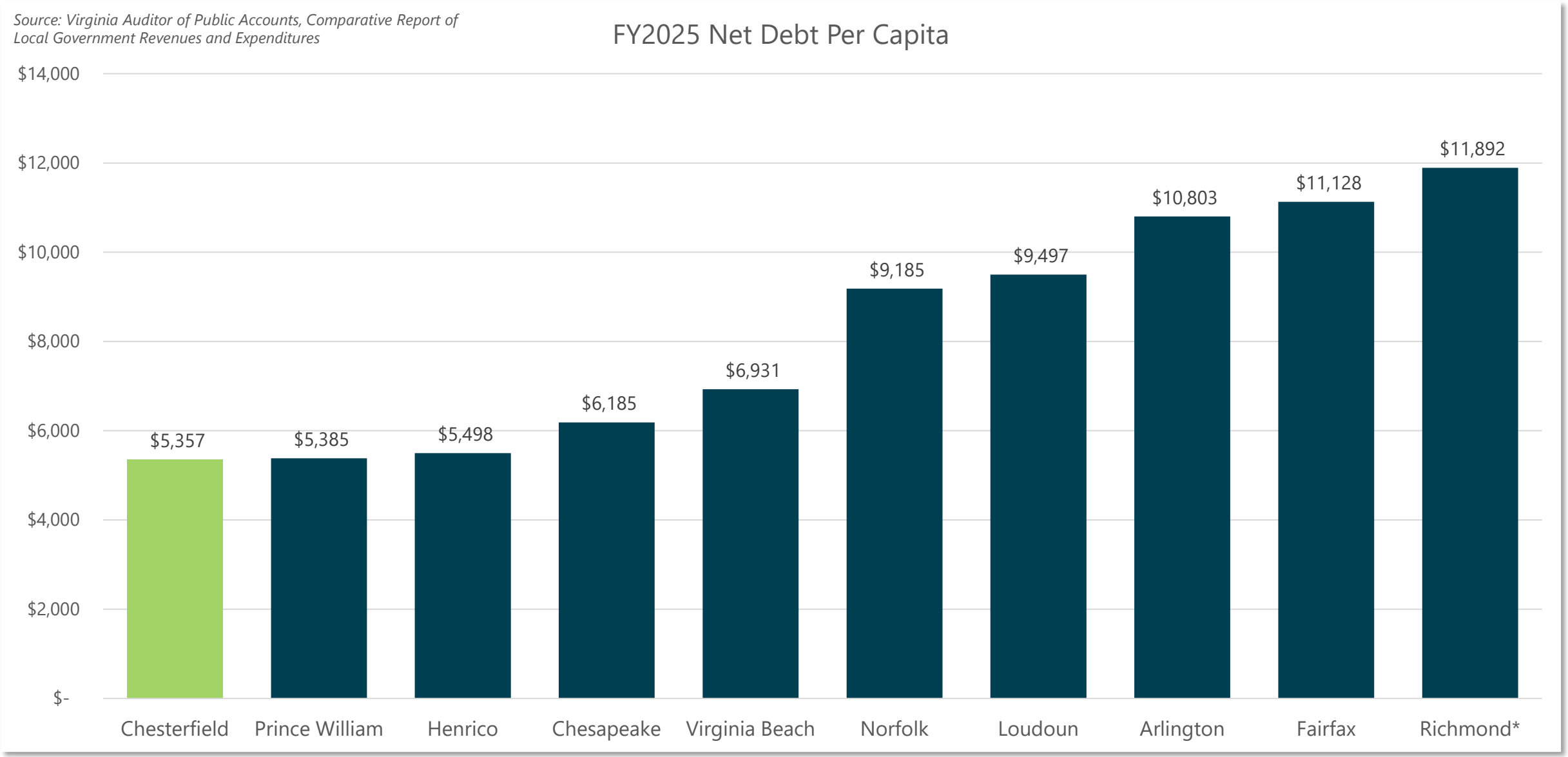
Source: Virginia Auditor of Public Accounts, Comparative Report of Local Government Revenues and Expenditures



*Chesterfield lowest operating cost per capita since **1998** amongst peer group*

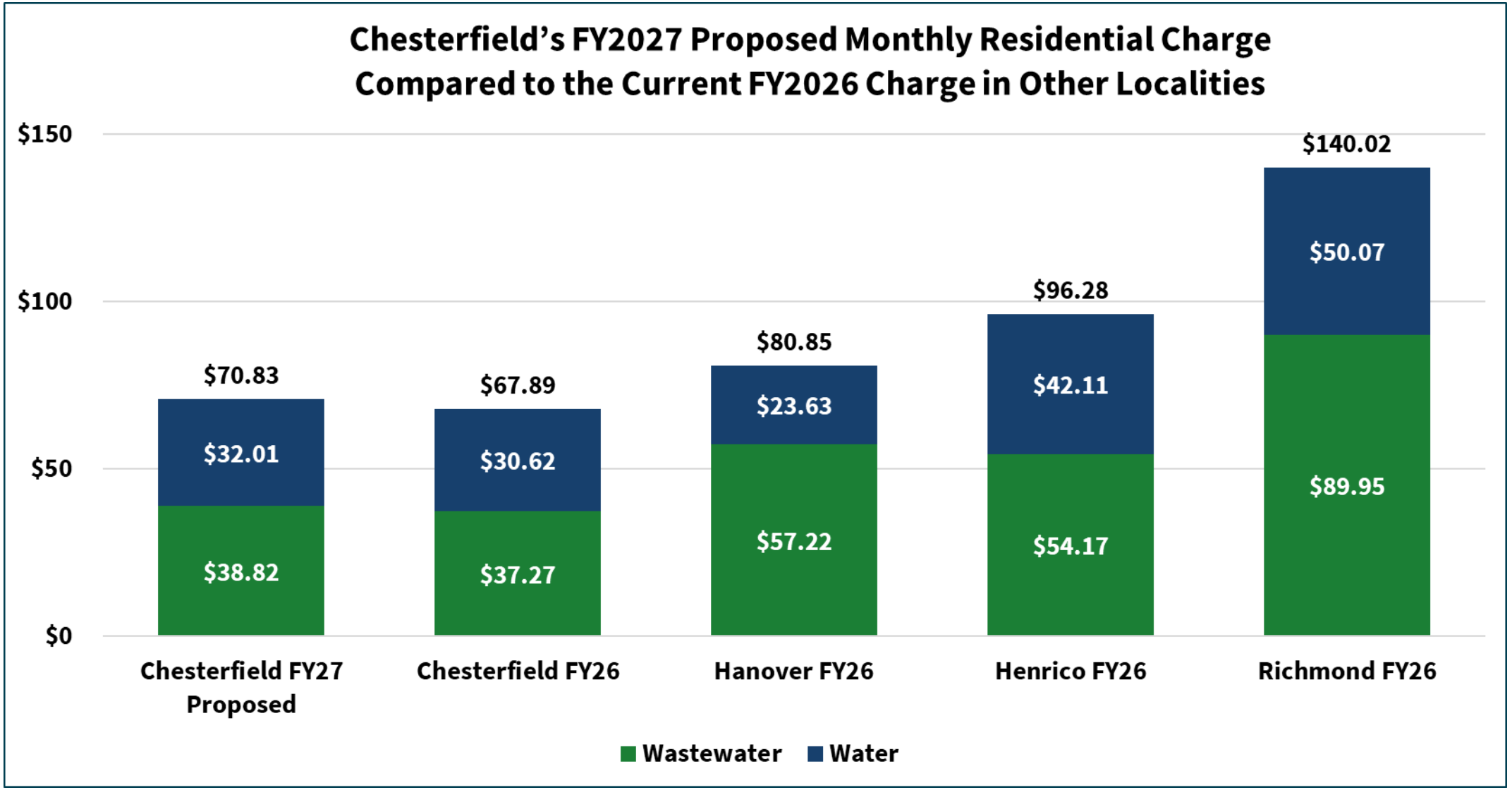
Net Debt Per Capita

Source: Virginia Auditor of Public Accounts, Comparative Report of Local Government Revenues and Expenditures



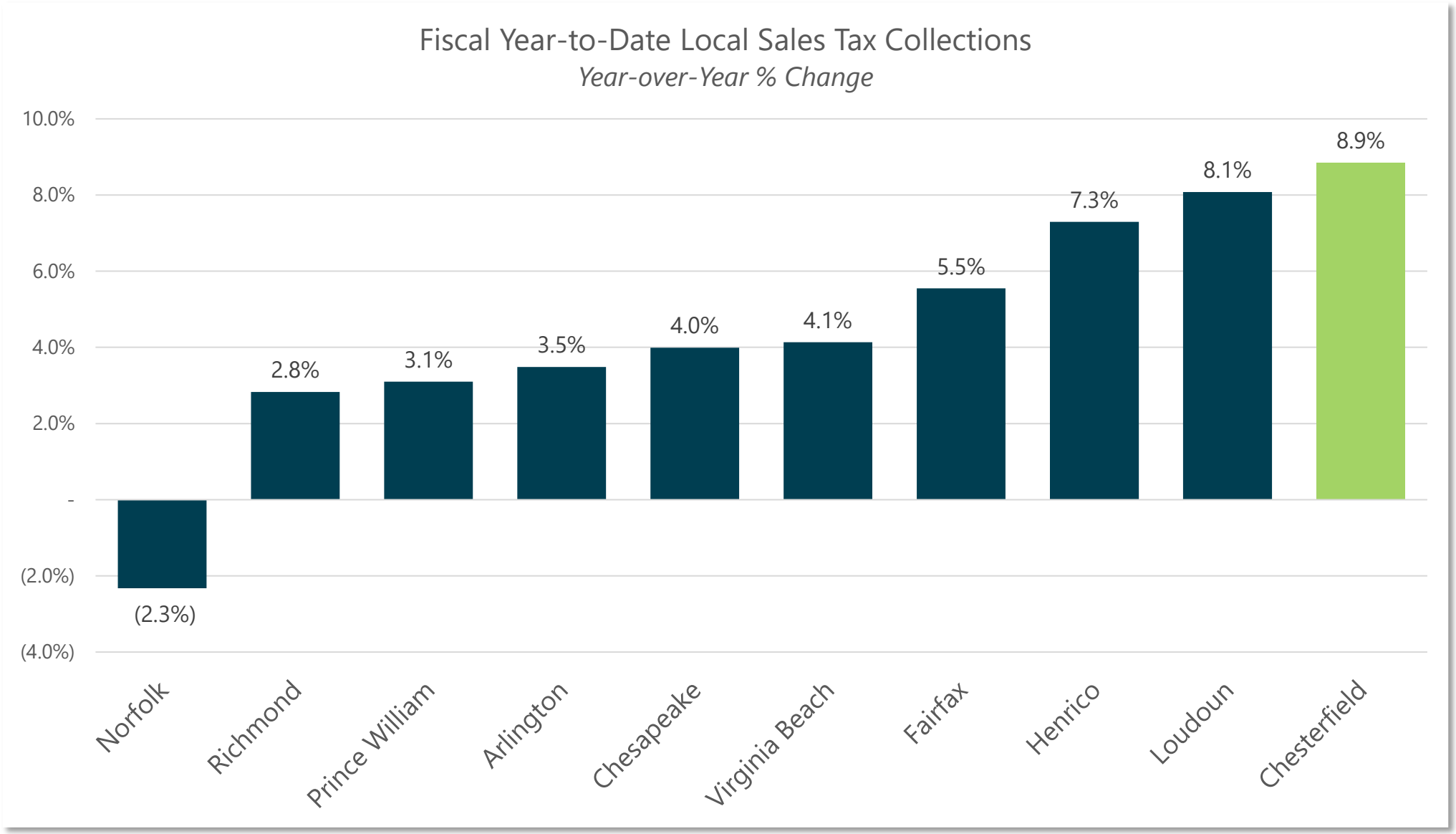
**Richmond not yet reported for FY2025; Net Debt per Capita is FY2024 amount*

Proposed Rates Compared (7 CCF OR 5,250 Gallons Of Usage)



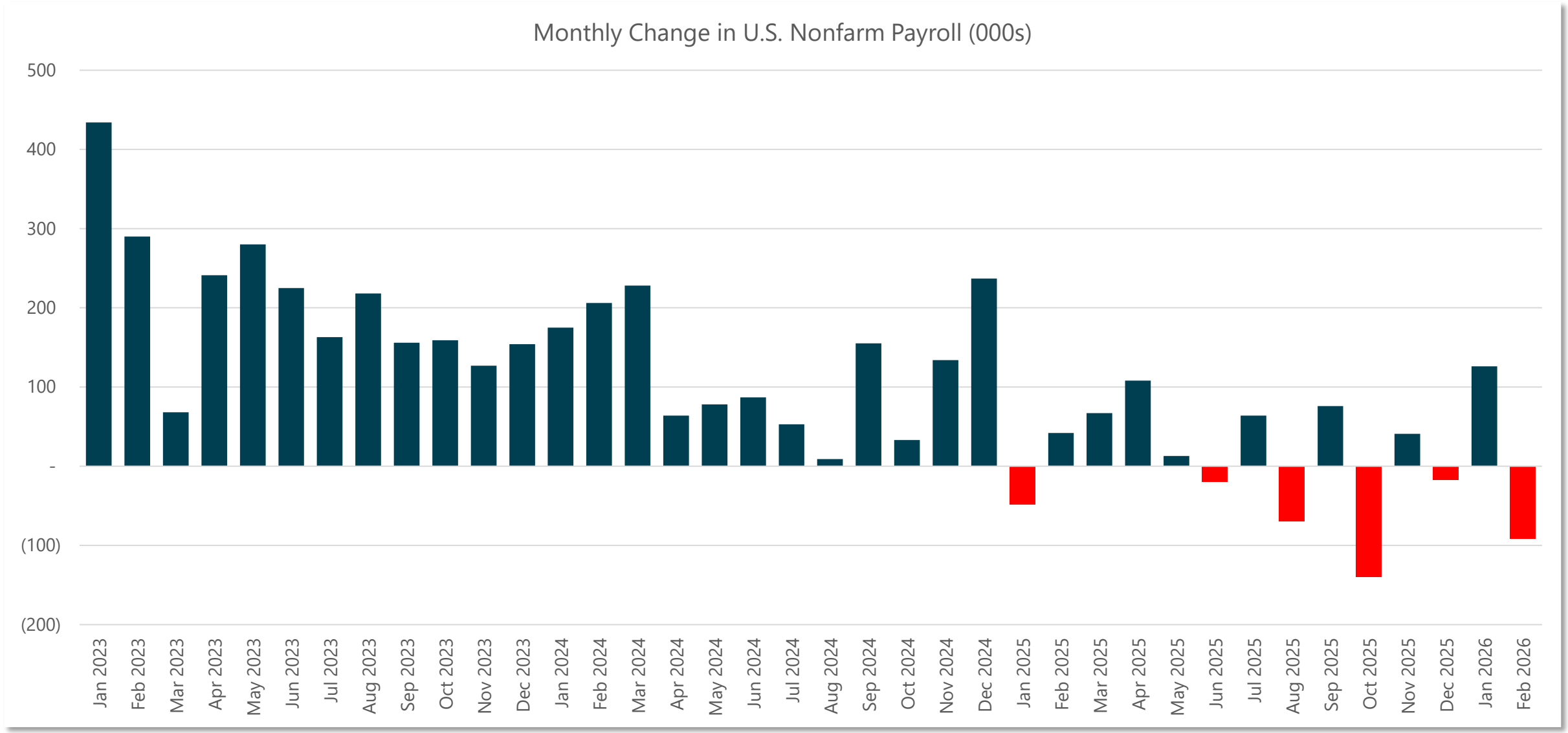
Revenue Overview

Consumer Spending Holding Steady



Source: VA Dept. of Tax; Weldon Cooper Center for Public Service

Sharp Slide in U.S. Labor Market

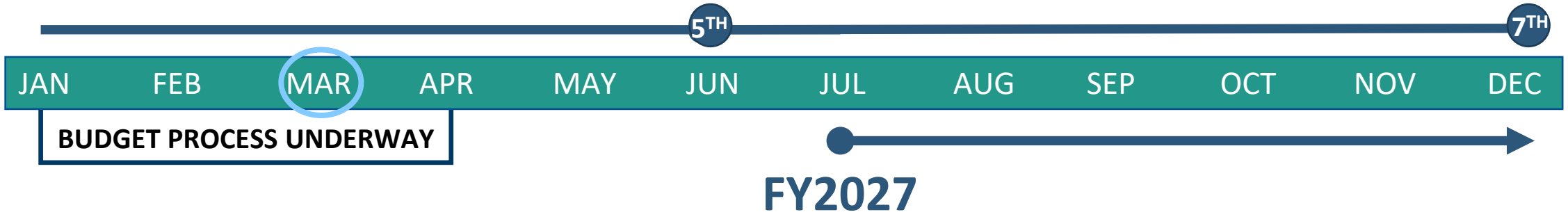


Source: U.S. Bureau of Labor Statistics

Major Revenues Timeline

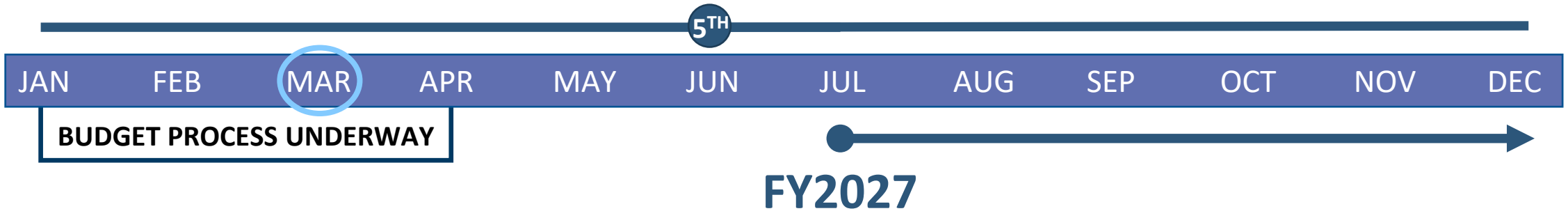
REAL ESTATE TAX COLLECTIONS

CY2026



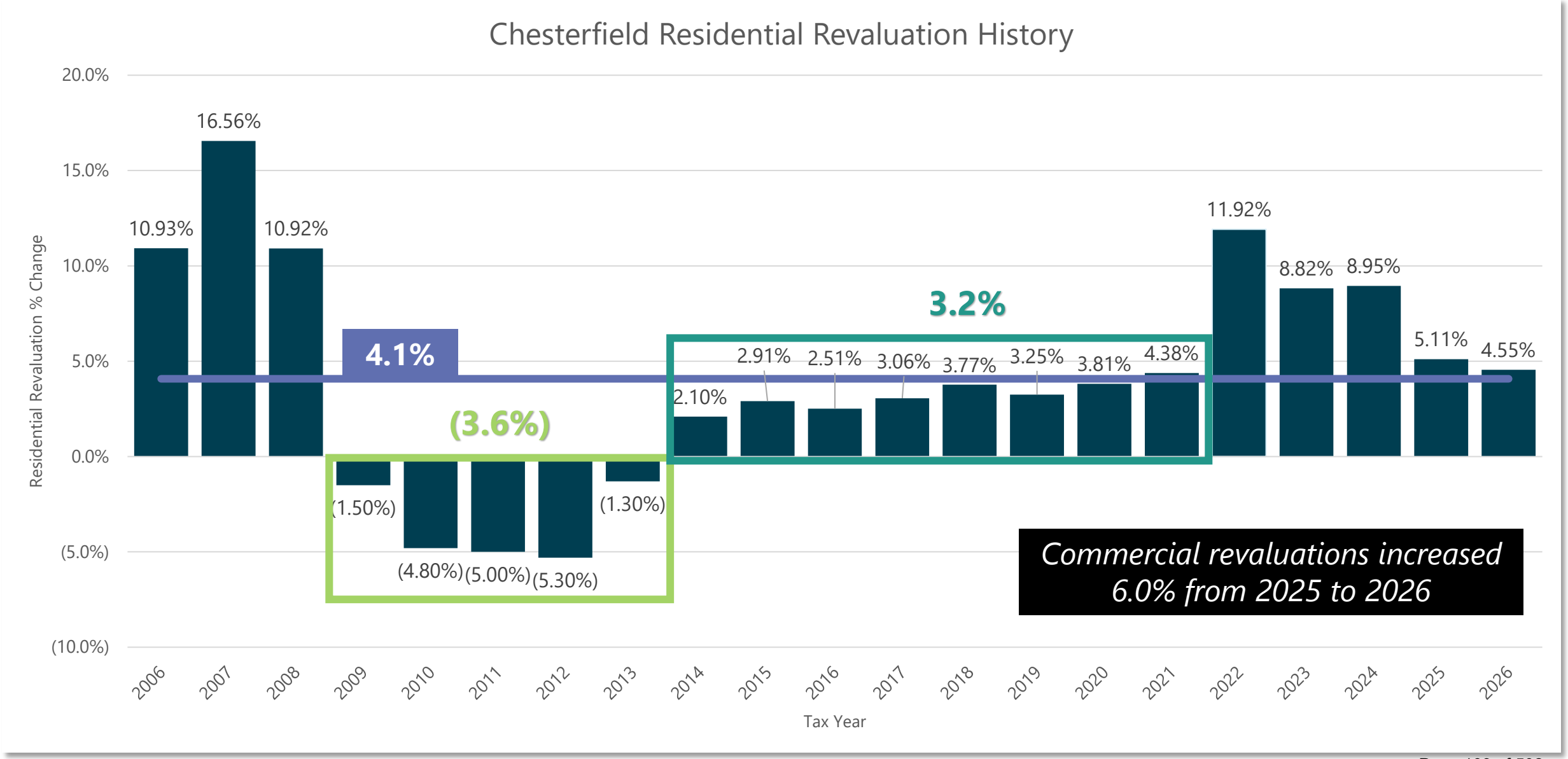
PERSONAL PROPERTY TAX COLLECTIONS

CY2026



CHESTERFIELD BUDGET & MANAGEMENT

Residential Revaluations Normalizing



Source: Chesterfield Department of Real Estate Assessments

Maintaining Real Estate Tax Rate



FY2027 Proposed at $0.89

Reduced 5 out of last 10 years

CHESTERFIELD BUDGET & MANAGEMENT

Recent Emphasis on Broad Tax Relief

Real Estate Tax Rate

$0.95 → $0.89

Personal Property Tax Rate

$3.60 → $3.35

lowest since 1976

Vehicle Registration Fee

$40 → $20

Business License Tax Thresholds

$300K → $550K

Tax Relief for Elderly and Disabled (Veterans)

Automatic adjustments to match annual Social Security's Cost-of-Living Adjustments (COLA) for income brackets and net worth (2.8% for 2026)

Effective Jan. 1, 2026:

Remove $3,000 cap on maximum relief

Increase eligible acreage from one to ten acres

Increase net worth limit from $500,000 → $514,000

Multiple supplements to PPTRA relief

FY2022: **$22.0M**

FY2023: **$15.3M**

FY2024: **$2.9M**

One-time 5% Real Estate bill credits (June 2023 & 2025)

FY2027 Proposed Targeted Tax Relief

- Senior Tax Relief: NEW 15% tier, up to $80,000
- Personal Property: CUT to $3.25 (per $100 assessed)
  - $3.60 → $3.35 → $3.25
- Business, Professional and Occupational License (BPOL)
  - Proposed to increase exemption threshold from $550K to $750K (effective tax year 2027)

FY2027 Proposed Brackets

Percentage of Relief	Gross Income Limits
100%	$0- $39,600
60%	$39,601- $49,100
35%	$49,101- $65,400
15%	**$65,401- $80,000**

Recent Tax Relief Program Enhancements

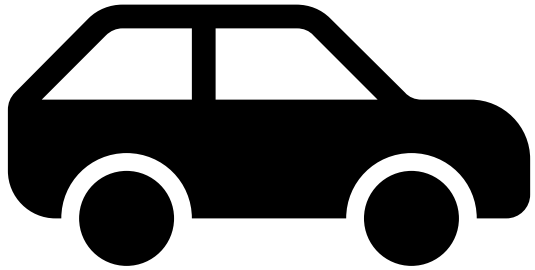
- Annual Social Security Cost-of-Living (COLA) Adjustments
- Remove the $3,000 cap on maximum relief
- Increased eligible acreage from one acre to ten
- Increased net worth limit from $392,700 to $500,000

CHESTERFIELD BUDGET & MANAGEMENT

Major Revenue Forecast Assumptions

- Conservative forecasting approach
- Residential reassessments reflect latest land book values while recognizing a continued return toward historical trend of 3%-4% over the five-year framework
- Commercial new construction: contributed $400M to the 2026 land book (3.0%)
  - Future years forecasts assume 1.0%-2.5%; part of overall conservative approach
- Personal Property: FY2027 reflects proposed rate reduction of $3.25 for calendar year 2026
- Local sales tax collections currently healthy; however, forecasts assume moderating growth tied to historical trends
- SNAP Administration: Federal reimbursement changes shift greater share of program costs to County (approx. $1.2M revenue reduction in FY2027)

Personal Property Example



KBB Avg. New Car Value: $49,814

Tax Rate: $3.35 → Tax Rate: $3.25

Tax Bill	Tax Bill
$1,400.77	$1,358.96

Estimated **$41.81** of tax relief on bill with decrease in tax rate.

Fee Review

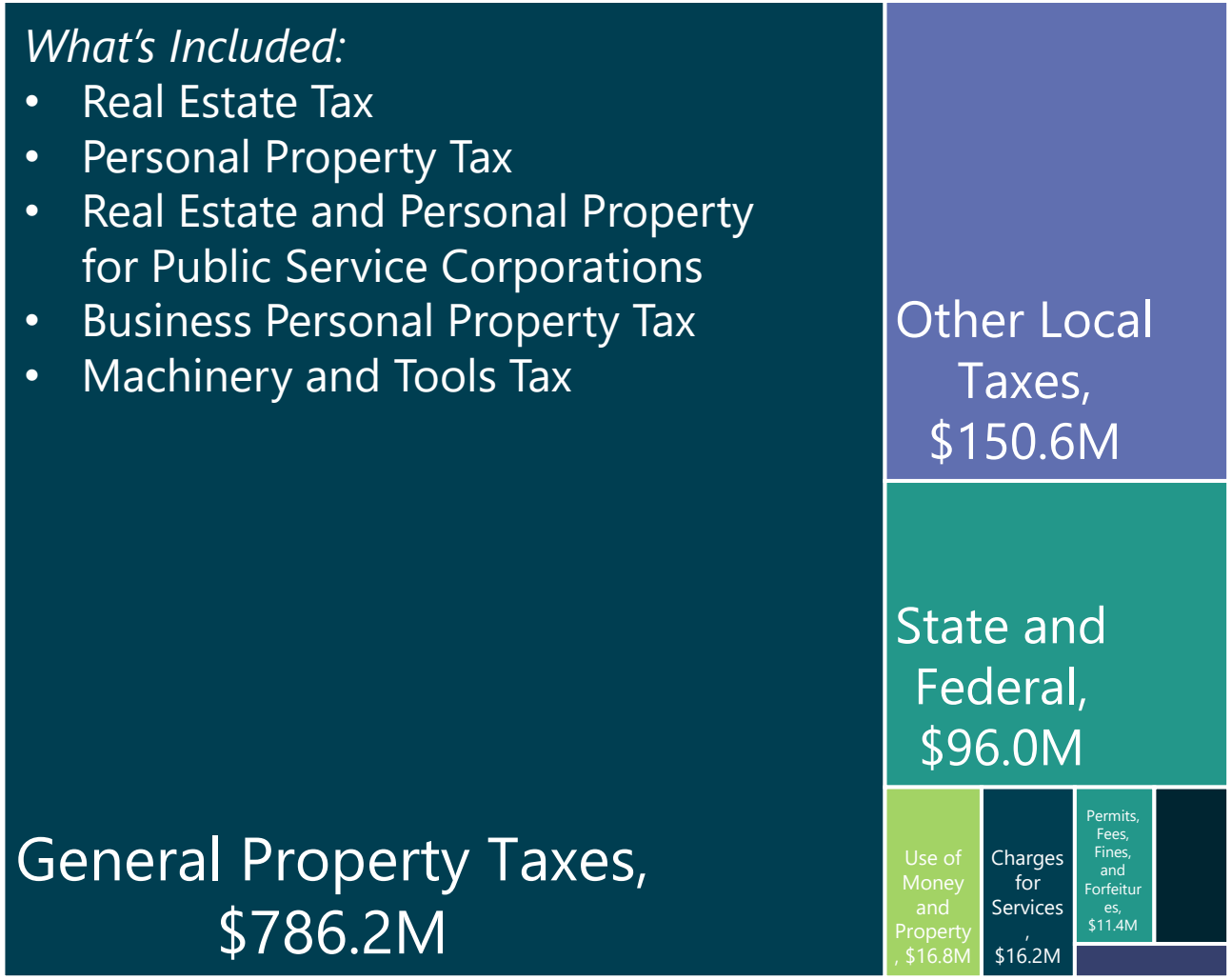
- **Budget Process and Financial Policies** includes an annual review of all fees for service
- Convenience Center gate fee proposed to increase from $7 to $9
  - Reduced from $8 to $7 during the recession to account for reduced hours of operation
  - Recycling service remains free
- Sports, Visitation & Entertainment modernizing its athletic fee framework to enhance nonresident and tournament revenue, while making field and facility use free for local sports organizations
- Proposed budget incorporates recent state increases to VSMP storm water development fee structure

FY2027 Proposed Revenue Sources

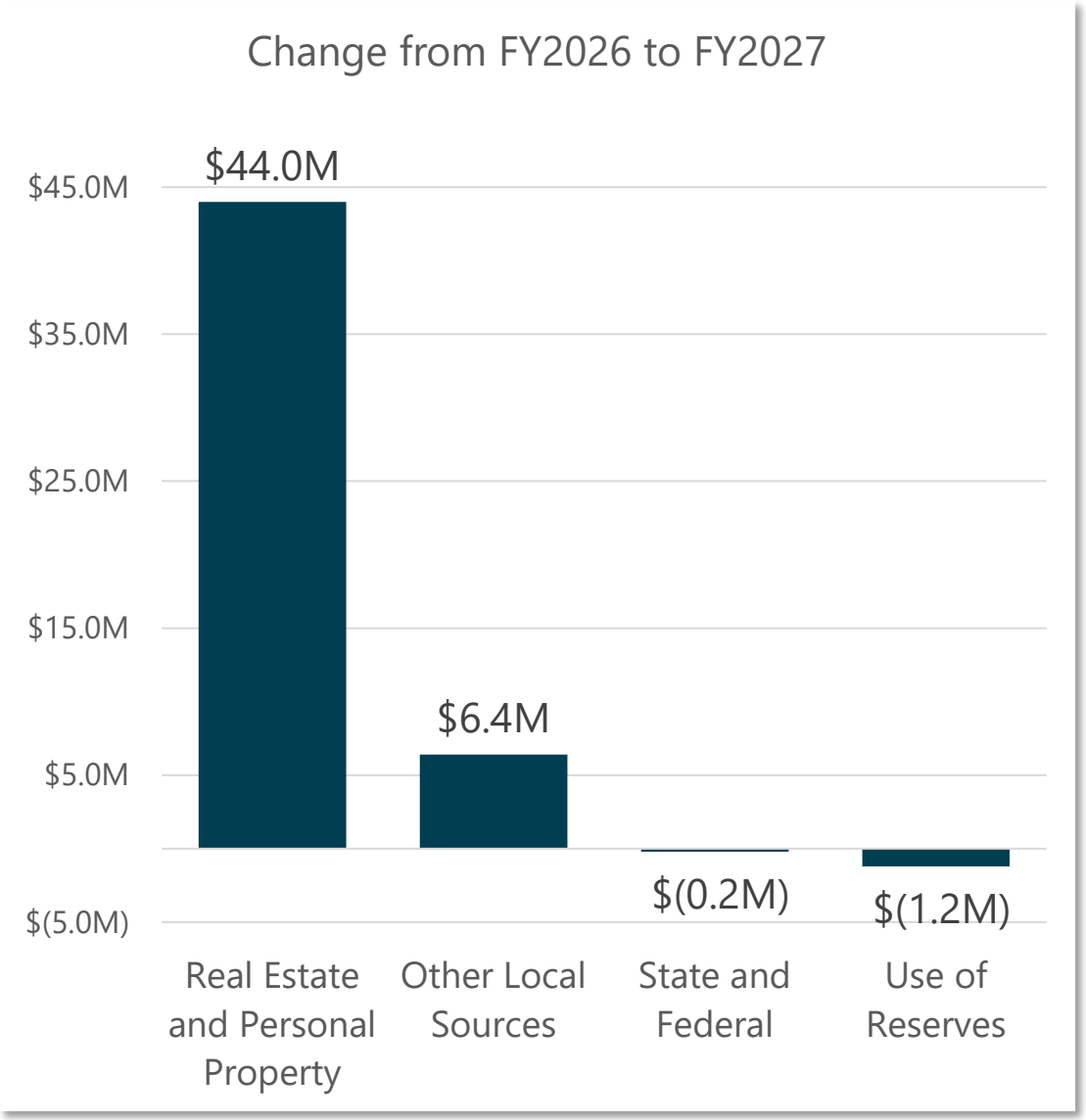
FY2027 Proposed: $1,092,562,700 (+4.7%)

What's Included:

- Real Estate Tax
- Personal Property Tax
- Real Estate and Personal Property for Public Service Corporations
- Business Personal Property Tax
- Machinery and Tools Tax



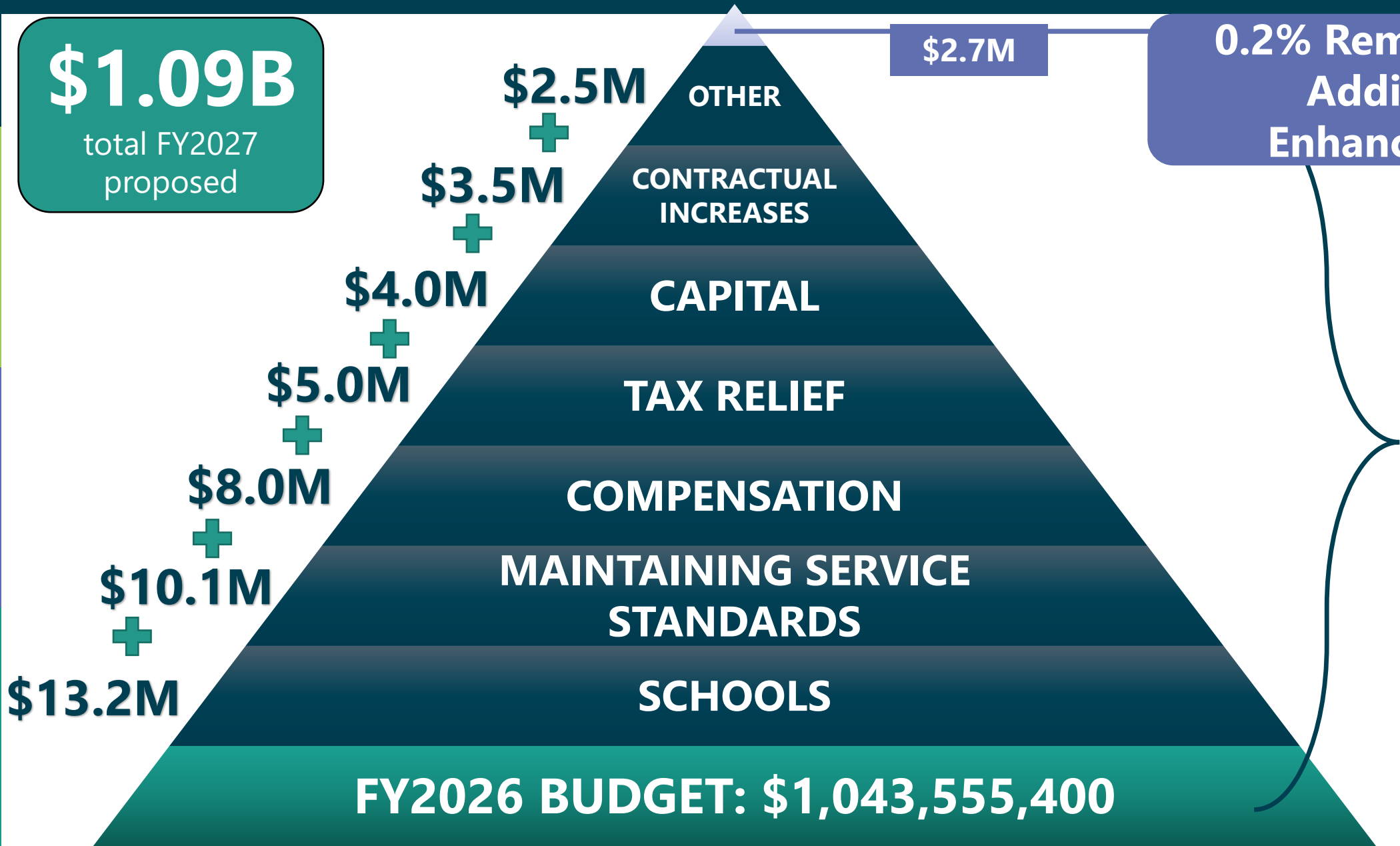
Navy Box: Use of Reserves & Other Sources, $10.6M
Dark Purple Box: Recovered Costs & Misc., $4.7M



Expenditure Summary

Maintaining Service Levels

$1.09B
total FY2027 proposed



$2.7M

0.2% Remaining for Additional Enhancements

99.8%
of total revenues dedicated to existing programs and services

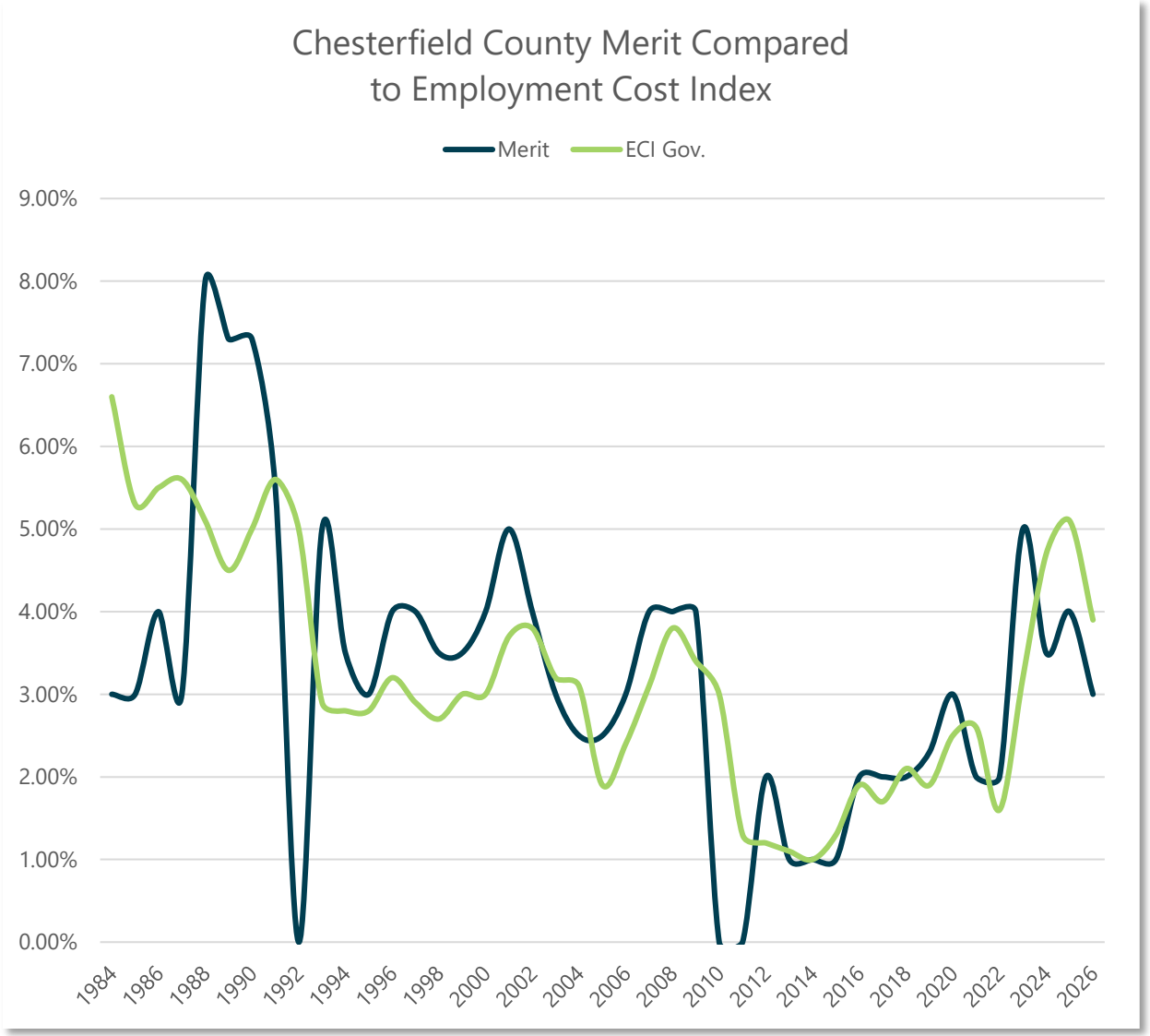
Schools: $13.2M



- Increase to recurring transfer of $15M
  - $13.2M when accounting for planned step down of one-time funds
- Highlights include:
  - 5% increase in teacher pay
  - $6.5M for Debt Service and Major Maintenance
  - School bus financing
  - Additional personnel for Deep Creek Elementary School and CTC Hull programming

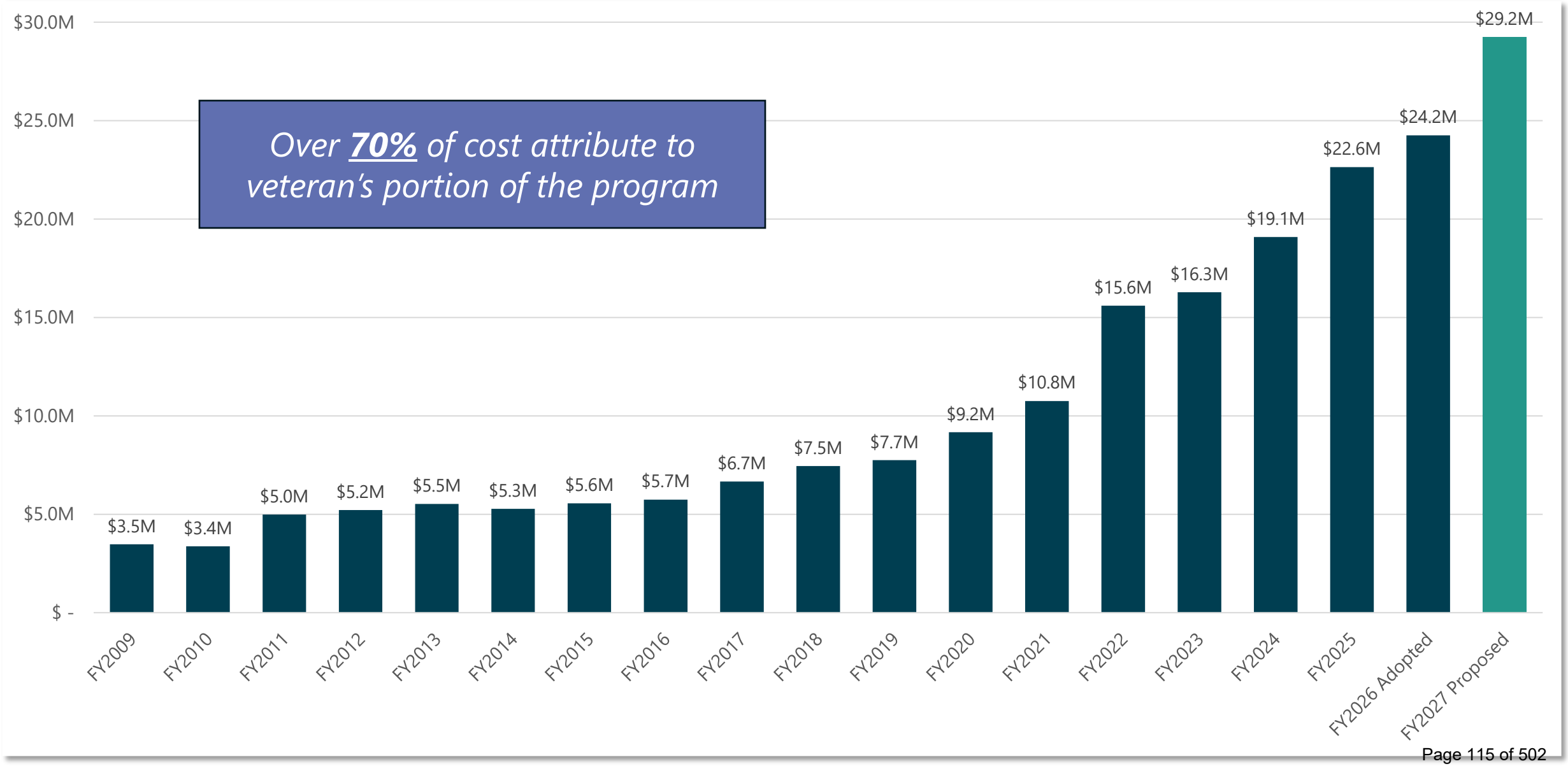
Compensation: $8.0M

- Continuation of Public Safety annual step (2.25%) + new mid-year adjustments to starting salaries (0.75%)
- General government merit proposed at 2.25%
- FY2027 includes reduction in retirement costs due to State rate changes
- Introduced new healthcare plans in 2025 to reduce premium costs
  - Pre-renewal amount of 11.8% vs. 5.7% after
- RFP out for new healthcare consultant to further enhance healthcare cost analytics



Source: U.S. Bureau of Labor Statistics

Tax Relief for Elderly and Veterans: $5.0M



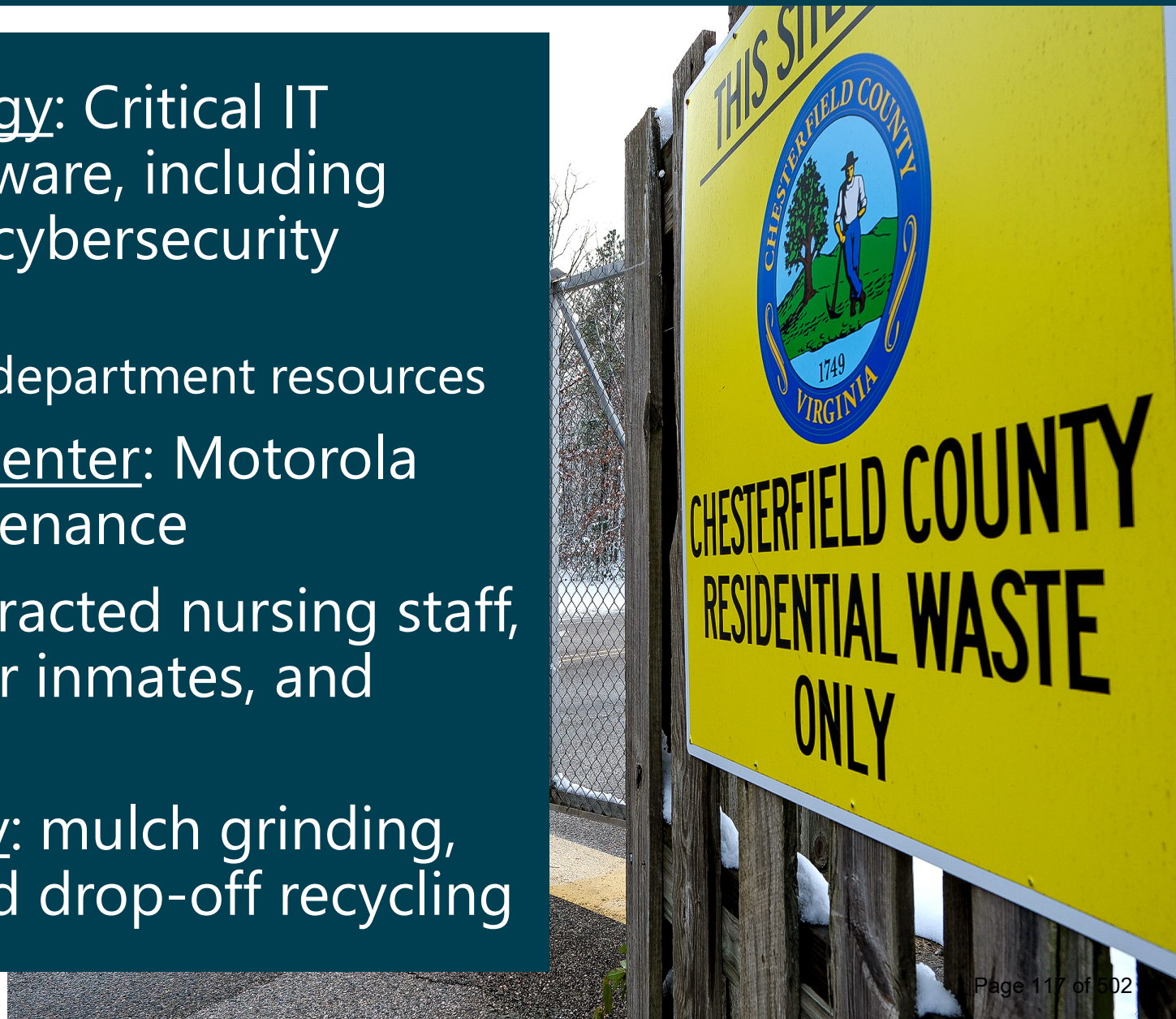
Capital: $4.0M

Ratio[1]	FY2023	FY2024	FY2025	Planning Cap	Planning Floor/Ceiling
Debt as a Percentage of Assessed Value	1.31%	1.10%	1.05%	2.50%	3.00% (ceiling)
Debt to Personal Income	3.47%	2.97%	2.93%	5.00%	6.00% (ceiling)
Debt Service as a Percentage of General Government Expenditures	6.42%	6.16%	5.75%	10.00%	11.00% (ceiling)
10-Year Payout Ratio	66.46%	68.96%	69.63%	65.00%	60.00% (floor)

[1] Ratio calculations include general obligation bonds, other bonds, and notes paid from standard General Fund or School revenues, and obligations under capital lease. Excludes issuance premium or discount, Economic Development Authority special assessment revenue notes, Enterprise Fund obligations, and self-supporting obligations paid from dedicated revenues or sources other than standard General Fund revenues.

Contractual Increases: $3.5M

- Information System Technology: Critical IT services, enterprise-wide software, including firewall protection and other cybersecurity enhancements
  - Efficiencies in utilizing current department resources
- Emergency Communication Center: Motorola and new phone system maintenance
- Sheriff: Pharmaceuticals, contracted nursing staff, health insurance payments for inmates, and utilities
- Waste and Resource Recovery: mulch grinding, hazardous waste disposal, and drop-off recycling



Other Baseline Adjustments: $2.5M

- Fleet and Risk Management ($826K)
  - Revised lower costs for County and Schools utilizing fund's investment earnings
- Mental Health Support Services (MHSS) and Human Services Grants ($494K)
  - Agreement with MHSS and CSB that governs General Fund funding formula
- Sports, Visitation, and Entertainment new local athletics ($516K)
  - Innovation and improved customer service delivery
- Airport policy compliance ($259K)
  - Reinvesting five-year average of aircraft personal property for capital maintenance

Fleet Part Costs			
	2019	2026	Increase
Air Filter	$ 17.45	$ 30.54	**75%**
Brake Fluid	11.77	16.39	**39%**
Battery (7578)	59.78	140.61	**135%**
Bulb	5.47	9.10	**66%**
Freon 30lb	3.00	7.50	**150%**

Broad Workload Pressures

Circuit Court Clerk Caseload Statistics			
Category	2024	2025	YoY Increase
Adoptions	71	101	**42%**
Civil Filings	10,216	12,644	**24%**
Juvenile Filings	333	412	**24%**

Mental Health Support Services Clients Served			
Category	2024	2025	YoY Increase
Mental Health	2,670	3,229	**21%**
Developmental Disabilities	3,946	4,052	**3%**
Substance Use Disorders	704	844	**20%**

Maintaining Service Standards

Part-time Adjustments & Conversions: $2.1M

- Vacant part-time positions review included as part of financial policies; resulted in 261 part-time positions being eliminated
- Part-time budget supplements
  - Sheriff's Office and Libraries receiving funding to maintain part-time staffing levels
- Part-time to full-time conversions to meet workload demands
  - Circuit Court Clerk conversion of three Principal Deputy Clerks
  - Environmental Engineering conversion of Senior Engineer and Senior Environmental Construction Inspector
    - (Neutral because of fee increase)
  - Circuit Court Judges' conversion of two Deputy Clerk positions

Maintaining Service Standards

Public Safety: $3.7M

- Police Department $843K
  - Eight part-time sworn (SRO & MH)
  - Broader deployment of professional staff
- Sheriff $723K (+$1.5M contracts)
  - Riverside Regional Jail supplement
  - Law enforcement staffing optimization
- Fire & EMS $2.1M
  - Medic 224 to address continued declines in volunteer commitment
  - Apparatus funding
  - Emergency management funding due to loss of state aid



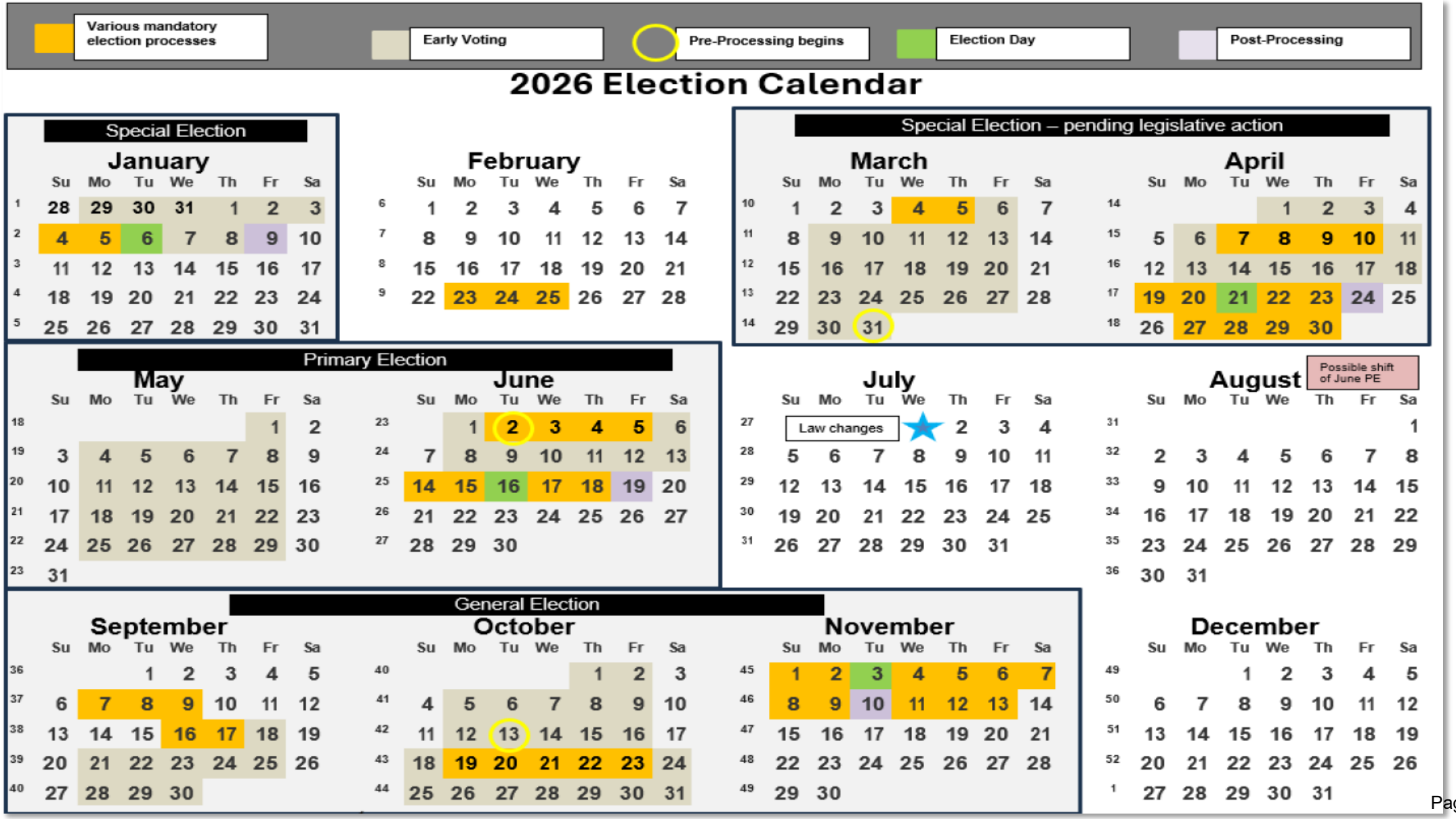
Maintaining Service Standards

- Mobility Services worked with Citizens' Budget Advisory Committee (CBAC) to produce solutions for cost pressures facing the Access on Demand program
- Program modifications include:
  - Increase cost to $10 one-way trip within Chesterfield County and $15 one-way trip outside of the county
  - Review cost/fees every two years with inflation adjustment if needed
  - Research ride-sharing options for personal trips

ACCESS ON DEMAND



Maintaining Service Standards - Registrar



Proposed Enhancements

New Animal Services Facility

- Seven (7) full-time positions; $309K (half-year)
- Larger facility will increase shelter capacity and allow for medical treatment on site



Parks & Rec. Athletic Field Crew Expansion

- Incorporates 121 acres of natural turf and 47 infields into the County's enhanced maintenance standard to address current resource-driven gaps in care
- Improves the quality, safety, and overall playability of athletic fields at parks and school sites
- Supports community recreation and preserves taxpayer investment by extending the lifespan of County-owned assets





Other Enhancements

- **Drone First Responder Program** ($612K)
  - Provides rapid aerial response and real-time situational awareness
- **Cybersecurity enhancements** ($667K)
  - 24/7 security monitoring for County systems
  - Specialized IT and cybersecurity consulting support
- **Assessor's commercial trends** ($54K)
  - Value commercial properties more precisely, with increased access to market data and analytics
  - Improving equity across the tax base
- **Economic Development Financial Manager position** (net-zero cost)
  - Provide oversight and recommend improvements to enhance efficiency and effectiveness

Department Reorganizations – Net-Zero Cost

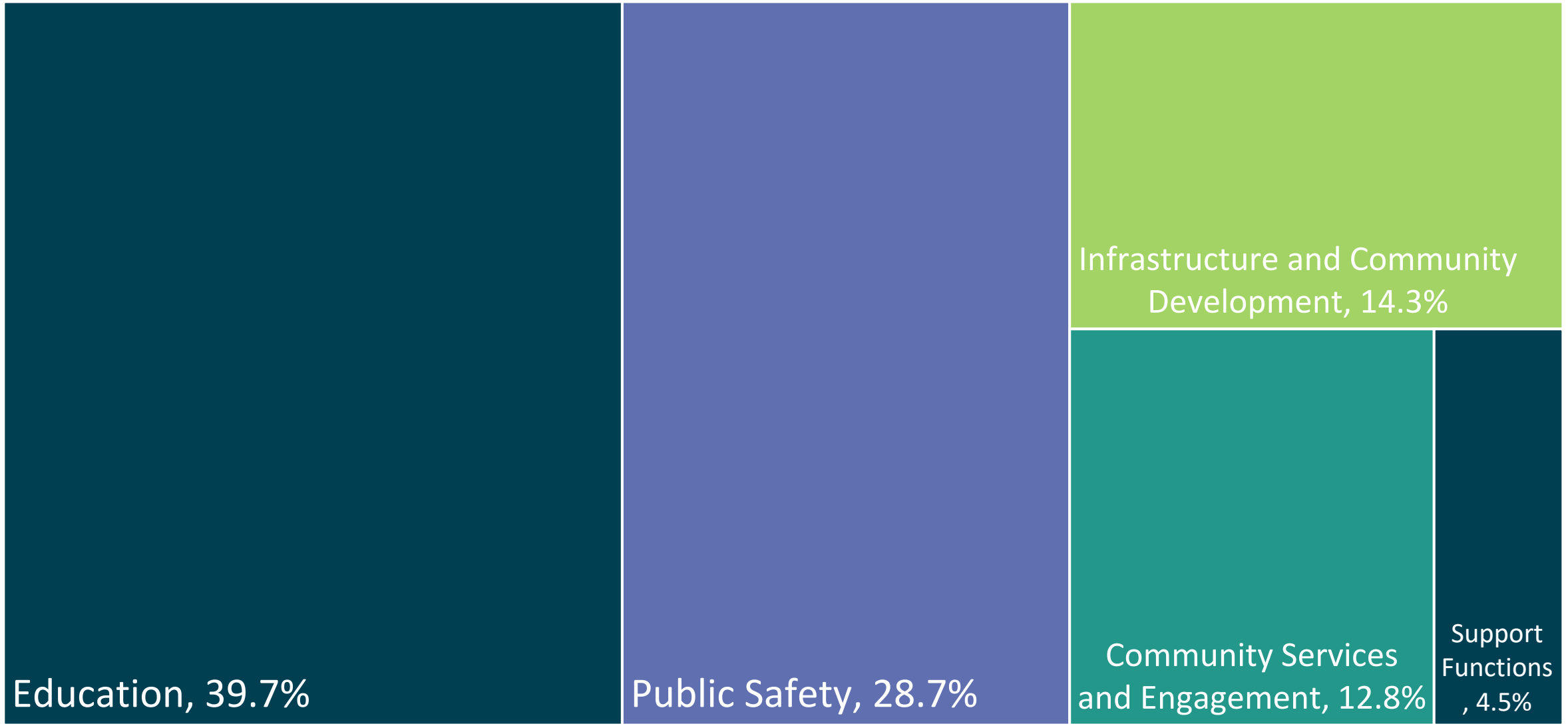
Sports, Visitation, and Entertainment

- Reorganization incorporates local sports administration operations previously under Parks
- Three full-time positions transferred mid-year from Parks and Recreation
- Provides better customer service and single point of contact for local sports leagues and organizations

Office of Budget and Performance Management

- Reorganized to reflect the department's continuing work in budgeting, analytics, and organizational performance
- Incorporates three existing positions
- Consolidates related responsibilities to support efficient operations

FY2027 General Fund By Category



With FY2027, Information Systems Technology has been reclassified from Support Functions to Infrastructure and Community Development to better reflect its role as digital infrastructure across countywide operations.

Department Roundtable



Police

FY27 – A continued emphasis on professionalizing positions historically filled by sworn members and maximizing our public safety efforts through advanced technological enhancements

Then, Now, and the Future

CCPD

Where we've been and where we're at

Where we're going – what this additional funding will support

CHESTERFIELD BUDGET & MANAGEMENT

Where We've Been and Where We're At!

- Professionalizing
  - The PSA Program
    - 34 former PSAs have become Police Recruits (82% are still employed as Police Officers).
    - In 2025, our PSAs, on average, accounted for handling 10% of our calls for service and 17% of our incident reports.



Professionalizing Cont'd & Technology Enhancements

- Professionalizing Cont'd (FY25/26 Conversions)
  - Media & Messaging Section (replaced two officers)
  - Forensics Supervisor (replaced a sergeant)
  - Training – Assistant Academy Director (replaced a lieutenant)
  - Personnel – Chief of HR (replaced a captain)



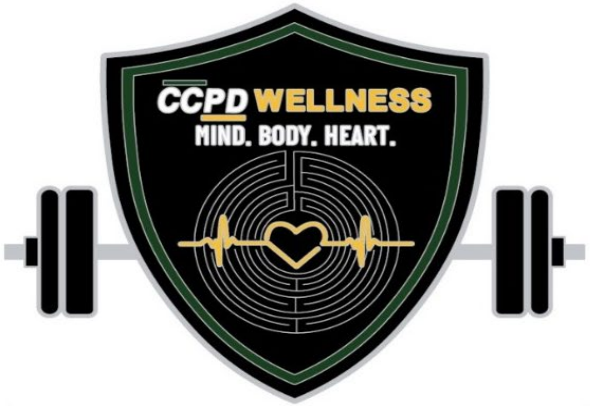
- Technological Enhancements: The ASOC / Drones





The Future: FY27 Staffing Optimization

- 8 PT Police Officers for SRO and ECO/TDO Coverage
- Optimization via Continued Professionalization
  - Requests
    - ASOC Supervisor
    - Intelligence Investigators (3)
    - Community Engagement Specialists (2)
    - Forensics Supervisor
    - Wellness Coordinator





Calls Cleared with Mental Health Disposition
January 1 – December 31 of Each Year

Calls By Month

Month	2023	2024	2025
January	223	253	236
February	224	279	244
March	232	292	285
April	214	290	324
May	234	245	257
June	230	225	287
July	295	288	261
August	275	274	290
September	263	280	284
October	266	313	311
November	265	254	290
December	242	280	271
AVG per Month	247	273	278

A Revolutionary Technological Advancement

- **Drone as First Responder (DFR): A Joint Public Safety Venture**



New First-Class Animal Shelter: Coming Soon!!!

Chesterfield County breaks ground on new, larger animal shelter











Chesterfield County Animal Services:

Promoting Responsible Pet Ownership and Enforcing Animal Welfare

CHESTERFIELD
BUDGET & MANAGEMENT

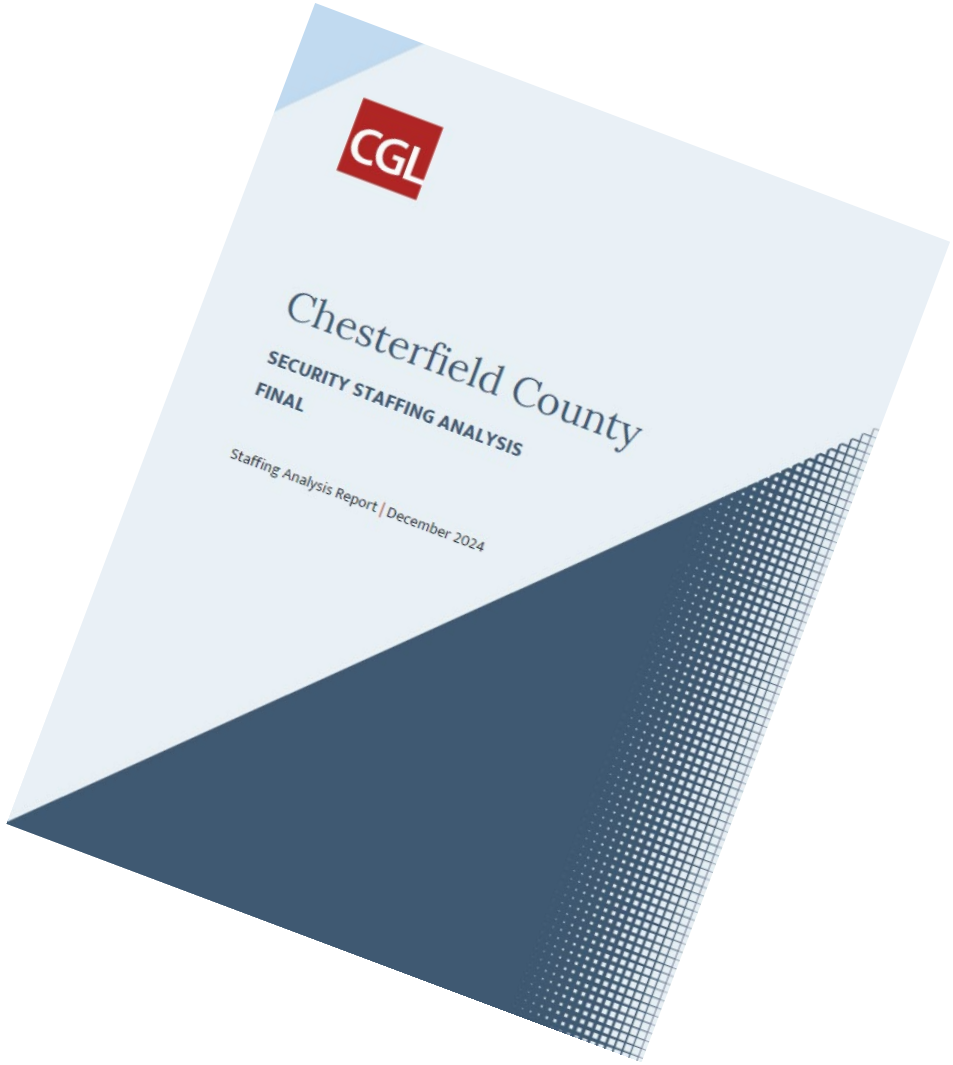
Sheriff's Office

External factors Impacting Internal Operations

Starting With a Deficit

Currently operated with a shortage of 51 deputy positions per extensive study

Of our current 281 deputy positions the State Compensation Board only funds 125 of them.



External factors Impacting Internal Operations

Unfunded State Mandates

Additional
General District Court Judge
July 1, 2026



No state funding or positions for
2 deputies required for courtroom

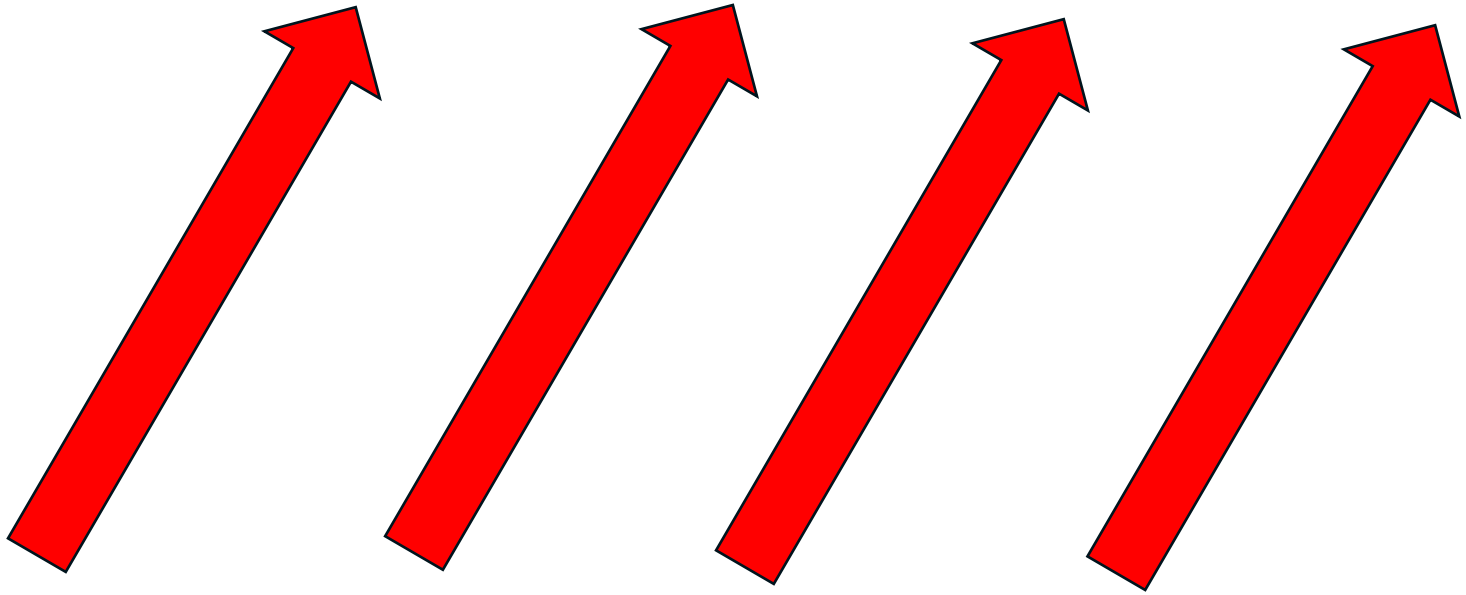
Additional
Juvenile and Domestic Relations Court Judge
July 1, 2026



No state funding or positions for
2 deputies required for courtroom

External factors Impacting Internal Operations

Increased Contractual Demands



Anthem Insurance $480,000 Increase CY25 over CY24

Pharmaceutical Cost $306,336 Increase CY25 over CY24

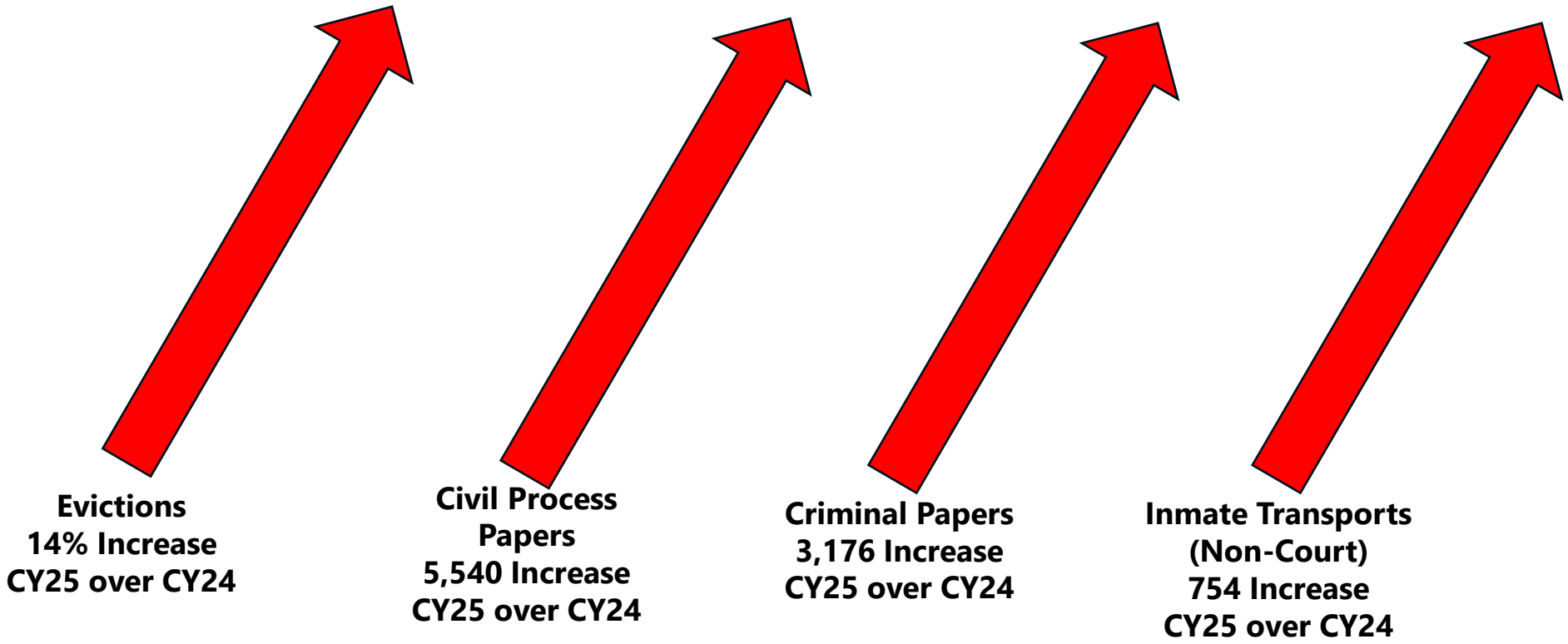
Nursing Contract $527,618 Increase CY25 over CY24

Psychiatric services $65,000 Increase CY25 over CY24

<u>Some of our additional increases</u>:
Utilities: $39,000
Electrical: $50,000
Refuse: $20,000
Security cameras: $20,000

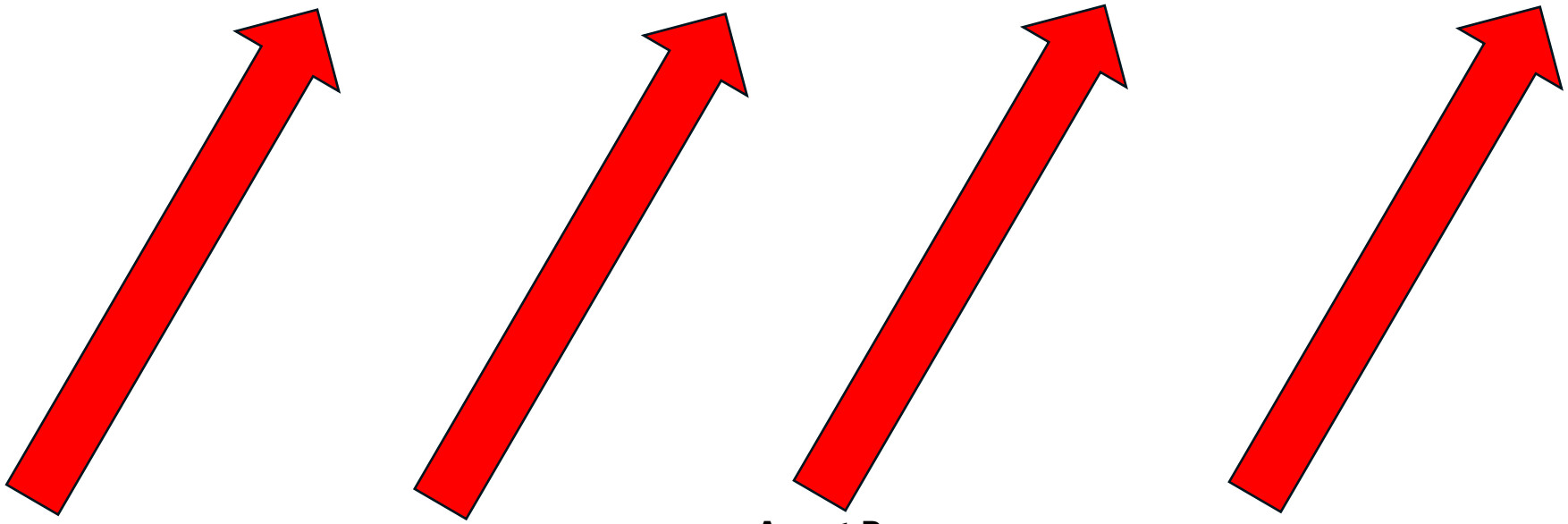
External factors Impacting Internal Operations

Increased Operational Demands



External factors Impacting Internal Operations

Increased Administrative Demands (CIU)



Warrant/ECO/TDO/PO Validations
8.7% Increase CY25 over CY24

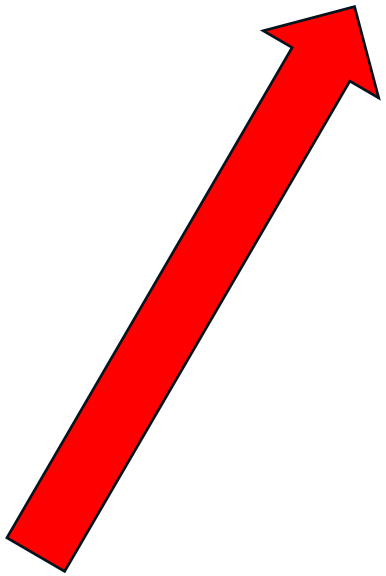
Arrest Papers
7.9% Increase CY25 over CY24

Arrest Papers Cleared
24.9% Increase CY25 over CY24

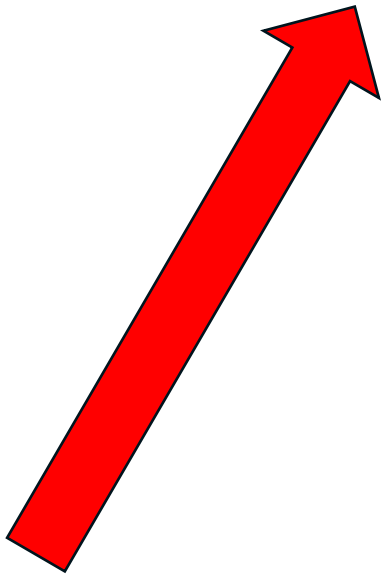
Arrest Paper Recalled/ Dismissed
17.2% Increase CY25 over CY24

External factors Impacting Internal Operations

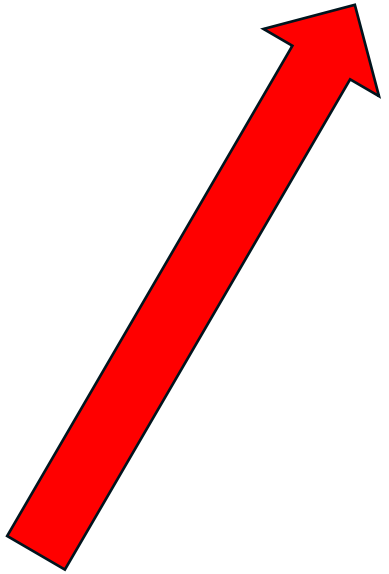
Increased Court Demands



Juvenile & Domestic Relations Court
Increase of 1,690 cases
Up 3%



General District Court
Increase of 10,604 cases
Up 13%

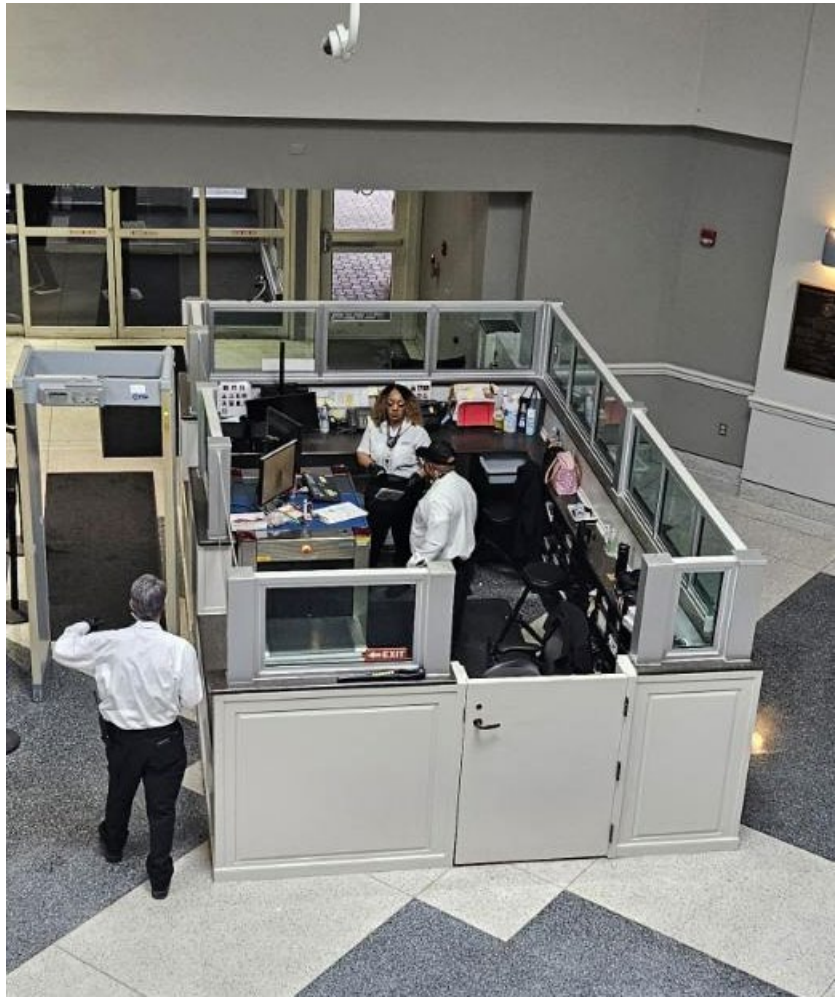


Circuit Court
Increase of 2,487 cases
Up 17%

External factors Impacting Internal Operations

Sheriff's Office Cost Saving Initiative

In 2015 the Chesterfield Sheriff's Office implemented a civilian Security Specialists Program in the courthouse.



External factors Impacting Internal Operations

Ending With a Deficit

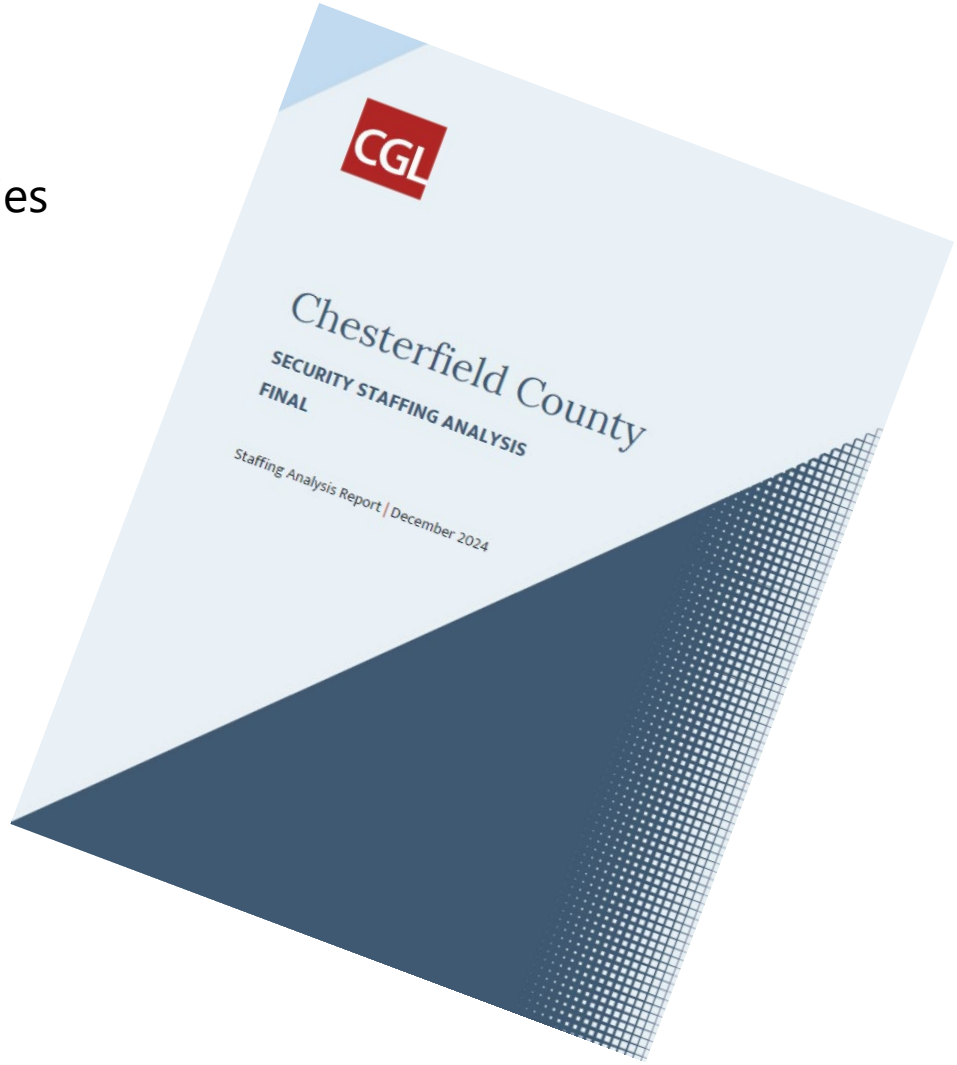
Currently operated with a shortage of 51 deputies

Proposed FY27 budget adds 5 civilian Security Specialists positions

Addition of 2 new judges/courtrooms, 4 additional deputy positions are needed

Net gain from FY27 budget: 1

Remaining deficit: 50 deputies



Fire & EMS Department

Challenges & Associated Additional Funding Requests

CHESTERFIELD
BUDGET & MANAGEMENT

Fire Apparatus Replacement Challenges

Fire Engine 2021 = *$694,770*



Fire Engine 2026 = *$1,050,000*

Ladder Truck 2021 = *$1,189,214*



Ladder Truck 2026 = *$2,100,000*

Market Contraction/Consolidation

Oshkosh:
- Pierce

REV Group:
- E-One
- Ferrara
- KME
- Smeal
- Spartan

Rosenbauer USA

70% of U.S. Market Share

Production Challenges:
- EPA & NFPA changes.
- Materials & component costs.
- Spike in demand post COVID.
- Skilled labor shortage.
- Parts availability & quality.

CFEMS Outstanding Orders

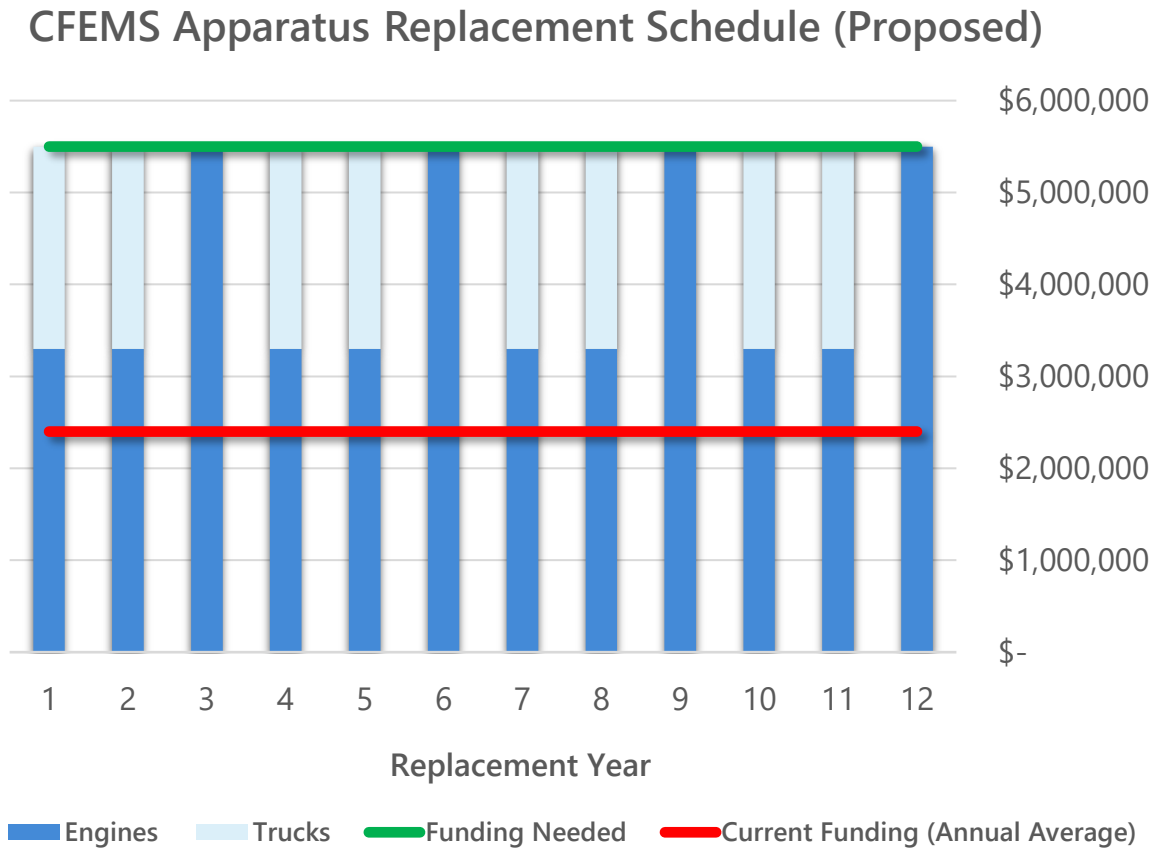
Apparatus	Order Entry	Projected Delivery
(1) Ladder	FY-2023	FY-2026
(3) Engines	FY-2024	FY-2026
(2) Engines	FY-2025	FY-2029
(1) Haz-Mat	FY-2025	FY-2028
(1) Ladder	FY-2025	FY-2026
(1) Ladder	FY-2026	FY-2030

Need for Increased Apparatus Funding

Proposed Goal: 12 Year Replacement Cycle
Up to 5 Units Per Year
Needed Funding: $5.5 Million (Annually)

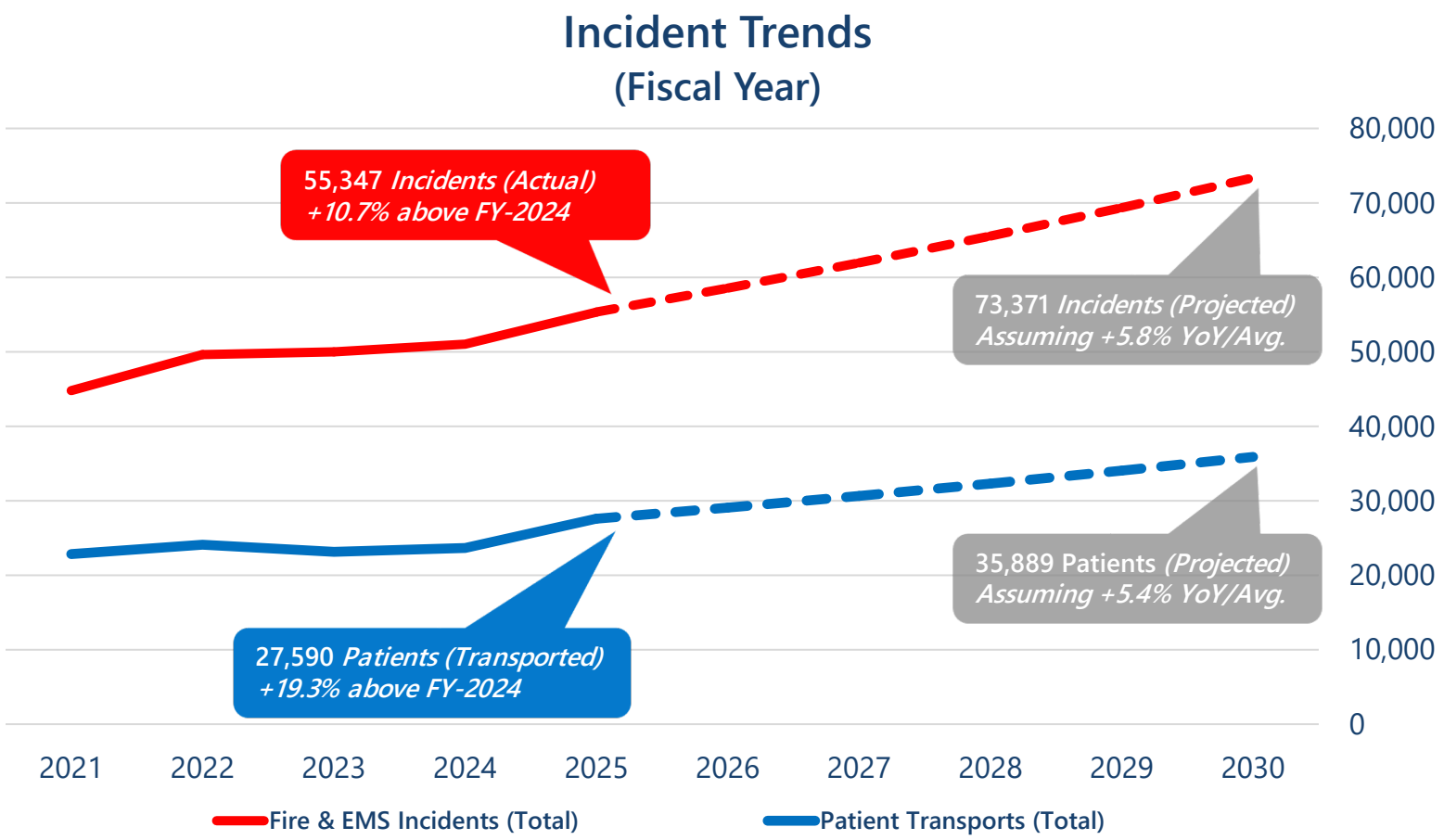
Current Goal: 15 Year Replacement Cycle
Up to 4 Units Per Year
Current Funding: $2.4 Million (Annual Average)

Current State of Fleet	Engines	Trucks
Median Age	10.6 Years	9.6 Years
Units: 10 to 15 Years	10	2
Units: 15 to 20 Years	8	1
Units: 20+ Years	1	1



Recommended Funding Increase	FY-2027	FY-2028	FY-2029	FY-2030	FY-2031	FY-2027 FTE	FY-2028 FTE	FY-2029 FTE	FY-2030 FTE	FY-2032 FTE
Fire Apparatus Replacement Funding	1,600,000	1,400,000	-	-	-	-	-	-	-	-

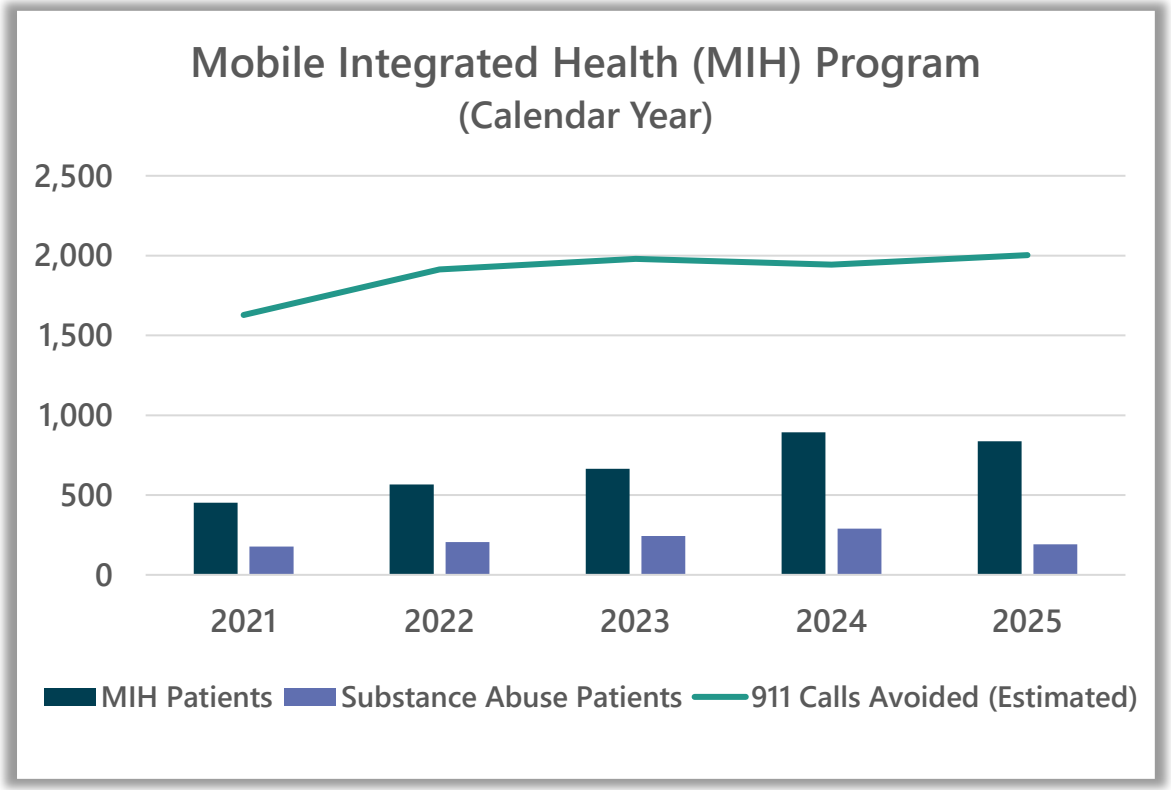
Fire & EMS Incident Growth

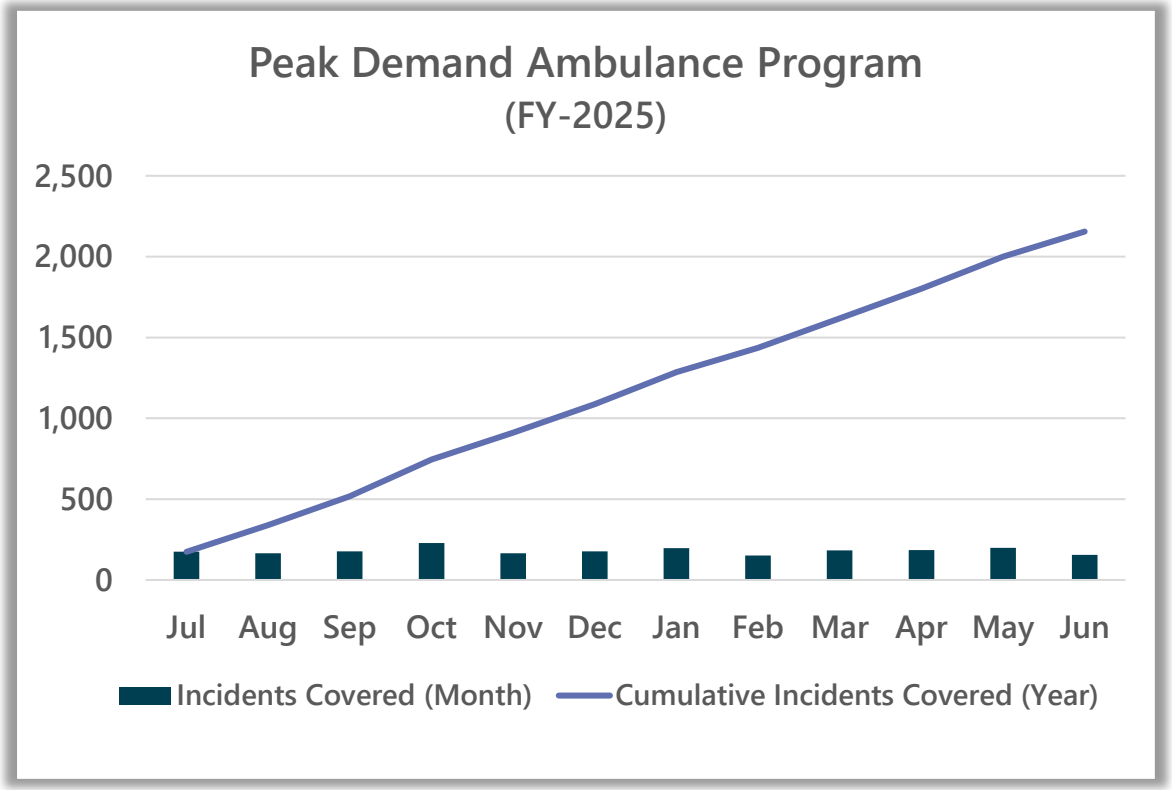


Service Pressures

- Incident growth = 3 ½ x rate of population growth (5 Years).
- 51% of patients are 65+ YoA.
- 65% of patients require BLS skills only for treatment.
- Only 2 full-service hospitals; 46% of patient transports are outside the county.
- Hospital transfer = 29 minutes.
- Significant decline in volunteer responder coverage (up to 71% reduction in staffing commitments).
- Increasing requests for EMS standby at sporting & large special events.

Innovative Strategies in EMS





Other Initiatives:

- Advocating for construction of new hospitals and free-standing EDs in the county.
- Seeking funding for EMS-only positions (peak demand expansion & sporting/special events).
- Advocating for Medicare coverage of treat/release strategies (H.R. 2538 & S. 3145).

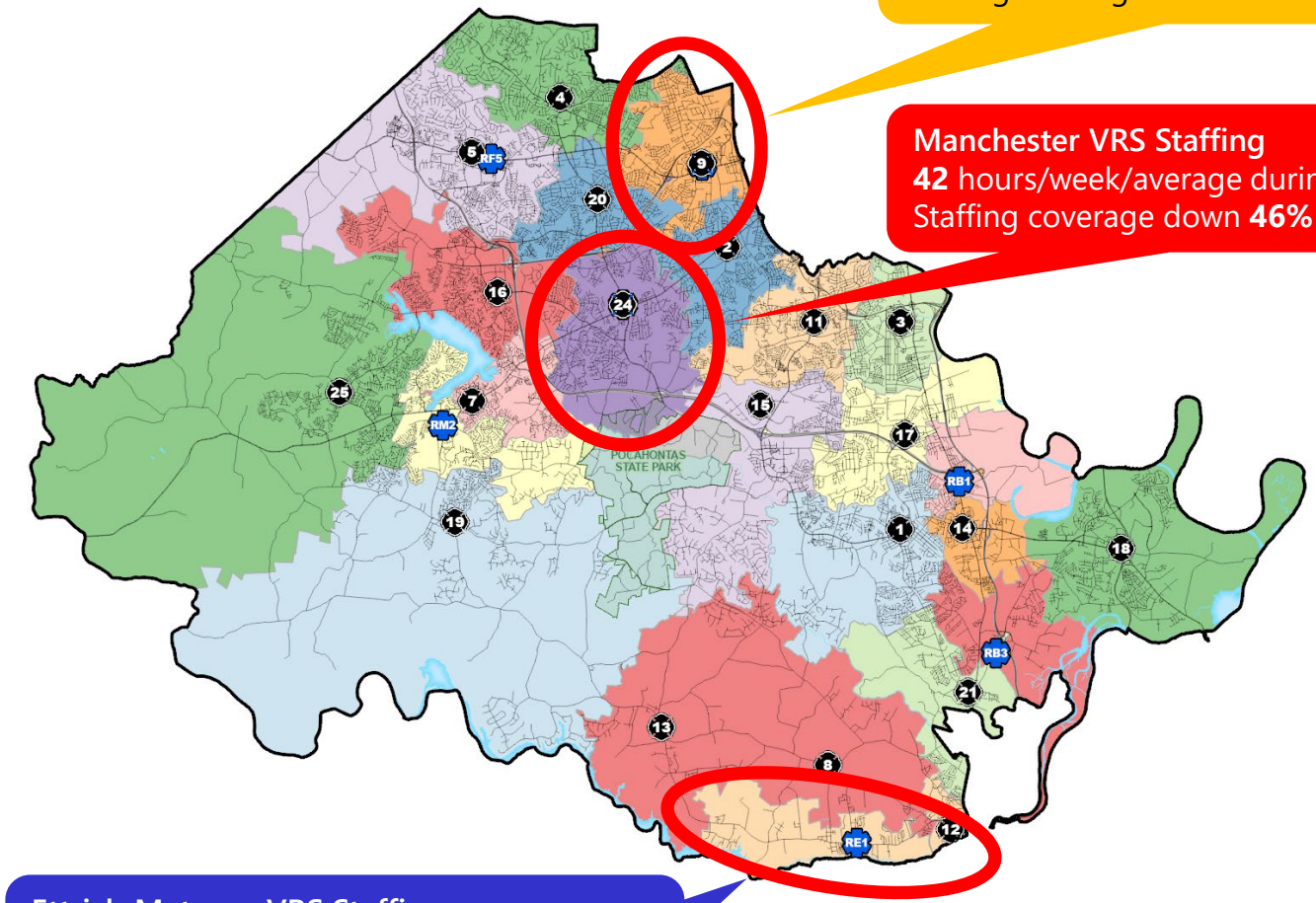
CHESTERFIELD
BUDGET & MANAGEMENT

Volunteer Rescue Squad Challenges

21st Century Realities

- VRS face increased training requirements, accelerating service demands, & risks to health and safety.
- Most VRS experienced 35% average decline in certified volunteers over past 5 years.
- Most VRS are supported by a small number of very active members (some nearing retirement).
- VRS staffing patterns are often irregular, segmented & with last-minute notice of availability.
- Fewer patient transports place majority of VRS on unsustainable revenue paths.

Chesterfield EMS Districts



Forest View VRS Staffing
99 hours/week/average during FY-2026 (Q2)
Staffing coverage down **11%** over 5 years

Manchester VRS Staffing
42 hours/week/average during FY-2026 (Q2)
Staffing coverage down **46%** over 5 years.

Ettrick-Matoaca VRS Staffing
65 hours/week/average during FY-2026 (Q2)
Staffing coverage down **56%** over 5 years.

Volunteer Rescue Squad Impacts

Current State:

- CFEMS provides most of coverage in key areas assigned to Manchester and Forest View VRS (unbudgeted):
  - FFs assigned to county ambulances at Manchester VRS (Medic 224) and Buford Fire Station (Medic 209).
  - Unassigned details when available.
  - Overtime (OT) & mandatory OT impacts are frequent.
- CFEMS portion of coverage for FY-2026 (Q2):
  - 126+hours (75% of coverage) in key Manchester VRS area.
  - 69+ hours (41% of coverage) in key Forest View VRS area.
- CFEMS budget & staffing impacts for FY-2026 (Q2):
  - Unbudgeted OT expended: $182,346.
  - Mandatory OT: 31 days (up to 4 per day).

Projected Trends (without additional FTEs):

- If FY-2026 (Q2) trends continue, annual impacts could reach:
  - Unbudgeted OT expended: $729,384.
  - Mandatory OT: 124 days (up to 4 per day).
- Planning ahead is imperative:
  - Struggling volunteer emergency service organizations cease response operations quickly and often with little advance notice.
  - Recruiting and training the 8 FFs needed for each new 24-hour ambulance can take 7 to 14 months.
  - Using unbudgeted OT and mandatory OT for VRS coverage is not sustainable long-term.

Recommended Funding Increase	FY-2027	FY-2028	FY-2029	FY-2030	FY-2031	FY-2027 FTE	FY-2028 FTE	FY-2029 FTE	FY-2030 FTE	FY-2032 FTE
Eight (8) Full-time Firefighters for Medic 224	384,200	395,100	17,500	17,900	18,300	4	4	-	-	-



Strategic Technology Investments FY27

Stewardship, Resilience, and Innovation in a Changing Landscape

Information Systems Technology (IST) Department

CHESTERFIELD
BUDGET & MANAGEMENT

Strategic Alignment & Decision Support

Information Systems Technology (IST) Guiding Principles



Integrated Business Technology Planning through use of multi-year business strategy blueprints and technology investment roadmaps



Risked-based Security & Controls that are most appropriate in terms of cost, shared risk, and potential impacts to productivity



Reduced Complexity & Risk by maximizing the reusability of enterprise solutions and actively reducing technical debt



Promote Innovative Thinking & Practices to evaluate and deploy technology solutions and services that best enable achievement of county business priorities



Strong Financial Stewardship to enable effective technology investments that ensure efficient use of county budgetary funds



Continuous Learning & Development in support of building additional depth and breadth of team member knowledge and skills

Focused on Alignment: IST Strategic Roadmap ensures every requested dollar is aligned with overarching county priorities

CHESTERFIELD BUDGET & MANAGEMENT

The Squeeze: Stewardship Under Pressure



New Reality: External pressures are raising the cost of conducting business regardless of internal efficiency improvement

Technology Price Surges

- Industry reports indicate the cost of commonly used devices - such as laptops, servers, and storage - continue to escalate in 2026 because of the increasing demand for critical componentry and tariff impacts.
- Explosive growth in the data centers, which power AI, compete for and drive up the price of limited inventories of memory chips, storage and communication devices.
- With both demand clarity and supply constraints converging, suppliers have steadily pushed prices upward, in some cases aggressively given the opportunity to do so

Technology Category	Current Average Cost	Projected Year-End Cost	Percentage Increase
Business Laptops	$1,200	$1,680	40%
Smartphones	$850	$1,062	25%
Desktop Computers	$900	$1,170	30%
Tablets	$600	$780	30%
CCTV Systems	$1,000	$1,490	49%
Servers (Entry)	$3,000	$4,200	40%
Network Switches	$1,500	$1,950	30%
Wireless Access Points	$300	$390	30%
Cloud Services (Monthly)	$1,000	$1,200	20%

The Threat Climate is Growing Exponentially

Password Cracking & GPU Power

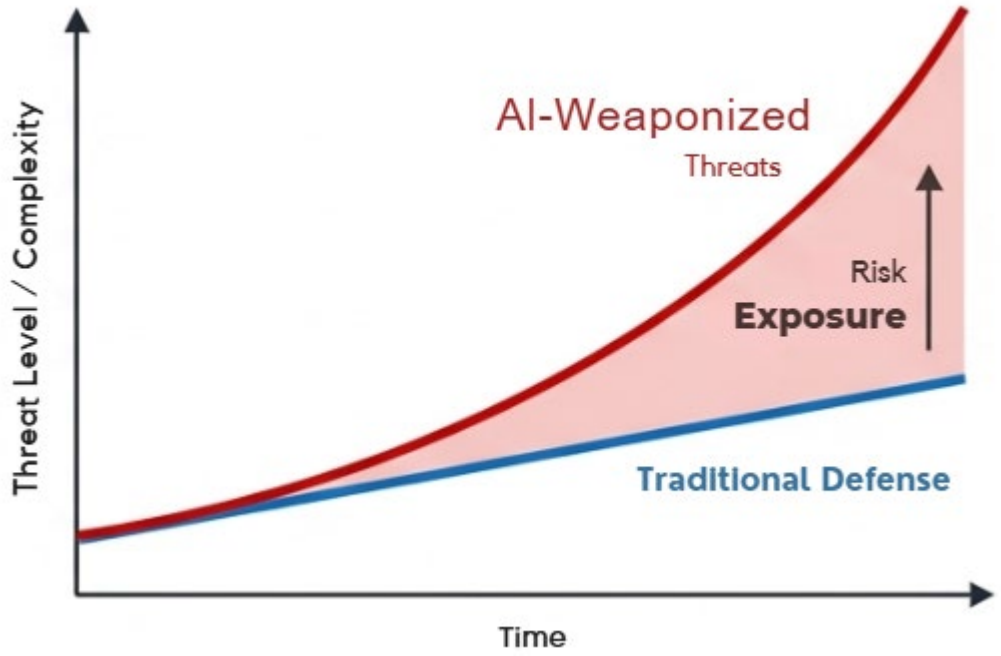
8-Character Strong Password — Instant (Seconds)

16-Character Complex Passphrase — Significant Effort Required

(By moving to passphrases, we aren't making it 50% harder; we are making it 81 million times harder to crack)

With GPU acceleration, strong passwords can be cracked in ~12 Seconds!

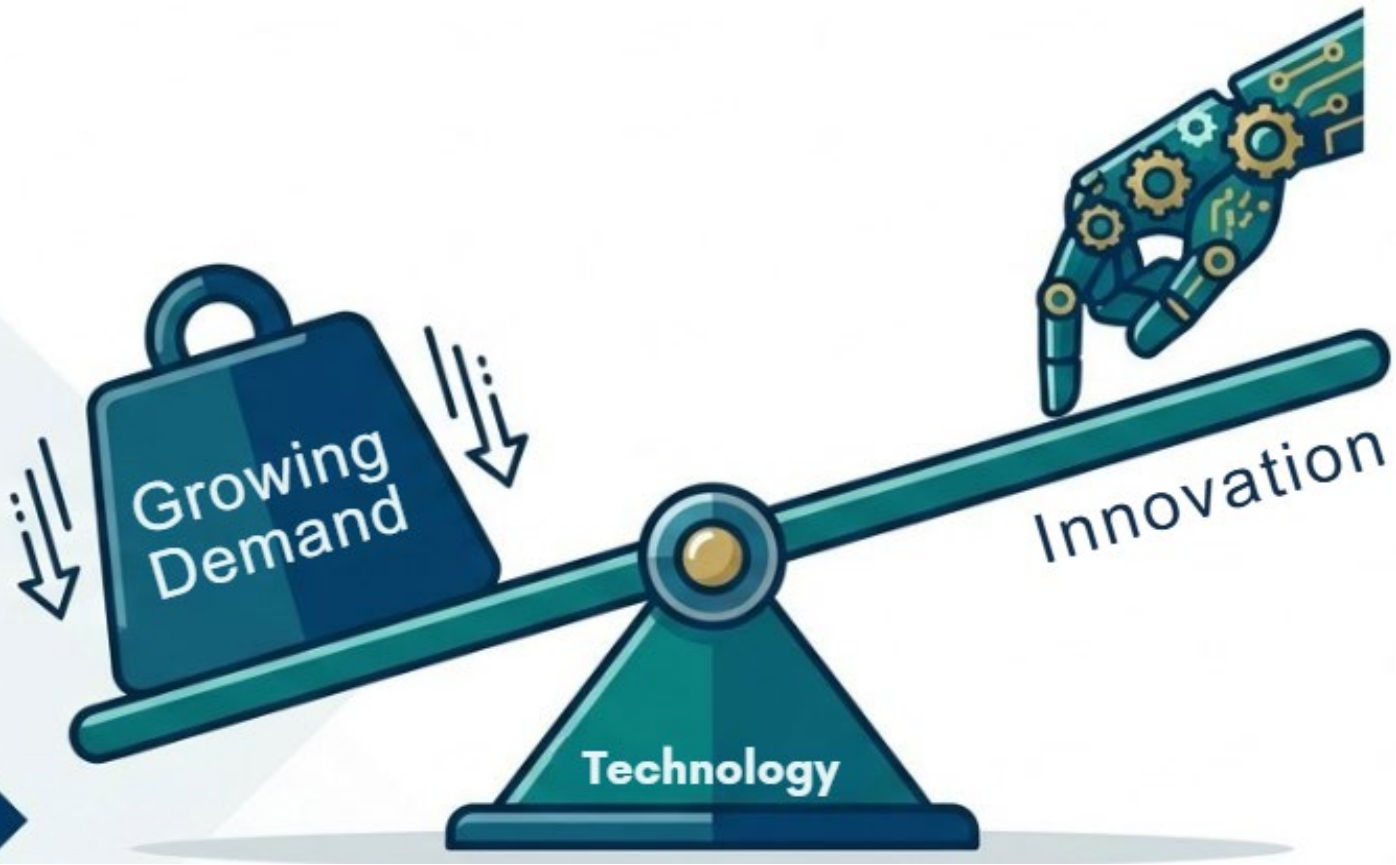
Evolving Threat Landscape



Strategic Shift: Moving from Reactive Security to Proactive Governance, Risk, and Compliance

Technology as a Force Multiplier

Innovating to Counteract Demand Growth and Pressure Buildup



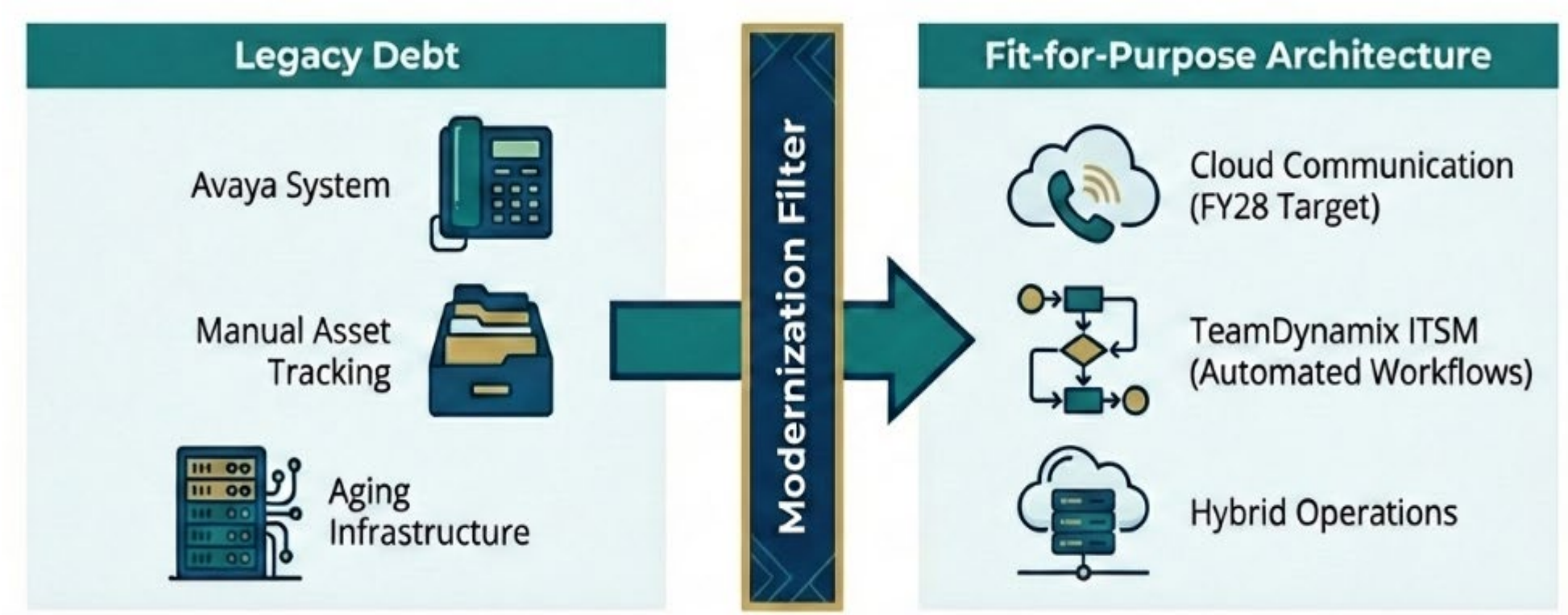
AIOps
Automating mundane, repeatable tasks to focus on critical signals

Identity-First Architecture
Securing the person, not just the perimeter, enabling more flexible work

Automation
Reducing the cost of compliance and friction in workflows

Strategic Shift: Automating Workflows and introducing Augmented Intelligence to extend team capacity

Modernization & Extensibility



Strategic Shift: Modernizing and fortifying technology estate assets and core operating processes through strategic upgrades

The Value of Investment

Ensuring Safety, Compliance, and Service Excellence for the Benefit of Residents

- ✓ Countering exponential threats with proactive investments and governance
- ✓ Leveraging AIOps and automation as force multipliers
- ✓ Delivering Strategic Clarity and Fiscal Stewardship

FY2027-FY2031
Capital Improvement Program

CHESTERFIELD
BUDGET & MANAGEMENT

2022 Referendum Timeline

Approved November 2022

Funding Issued For:

Enon Library

River City Sportsplex

Horner Park, Conservation Areas, Falling Creek Park

Chester & Ettrick Fire Stations,

Falling Creek & Swift Creek Police Stations

Future Projects:

Ettrick-Matoaca & Western Hull Libraries

Dutch Gap Park

Clover Hill & Dutch Gap Fire Stations

Appomattox & James River Police Stations

CHESTERFIELD BUDGET & MANAGEMENT

2022 Referendum Update

No new County referendum debt proposed to be issued in FY2027

Anticipated Openings

- Falling Creek Police Station
  - Anticipated opening – Q2 2027
- Chester Fire Station
  - Anticipated opening – August 2027
- Enon Library
  - Anticipated opening – April 2028
- River City Sportsplex
  - Anticipated completion- June 2026

Falling Creek Police Station Rendering



Enon Library Rendering



FY2027-FY2031 County CIP Sources

Cash

$364.9M

77.8%

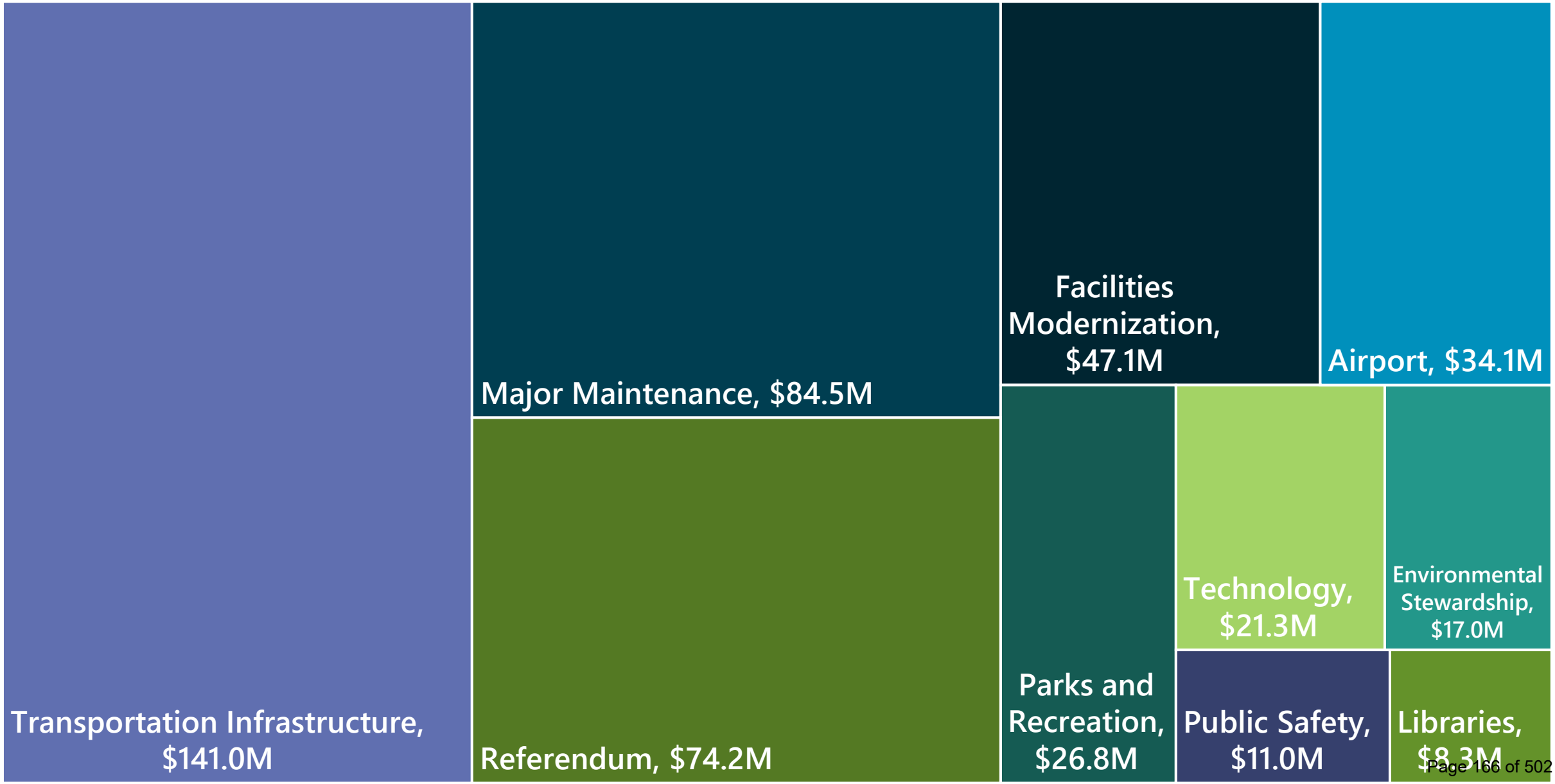
Debt

$104.2M

22.2%

CHESTERFIELD
BUDGET & MANAGEMENT

FY2027-FY2031 County CIP Uses



Facilities Modernization

- Pursuing borrowing of $30M in 2027 to fund projects that maximize utility of existing facilities
  - Schools utilizing similar financing approach
- Projects include:
  - Stonebridge flooring conversion (Hotel tax funds)
  - LLI HVAC upgrades
  - Courts renovation
  - Campus renovations
- Strategy will allow County to vacate currently leased spaces
- Plans for Registrar to be included in a future phase





MAXIMIZING FACILITY UTILIZATION

COMMUNITY OPERATIONS

DEPARTMENT OF GENERAL SERVICES

CHESTERFIELD
BUDGET & MANAGEMENT

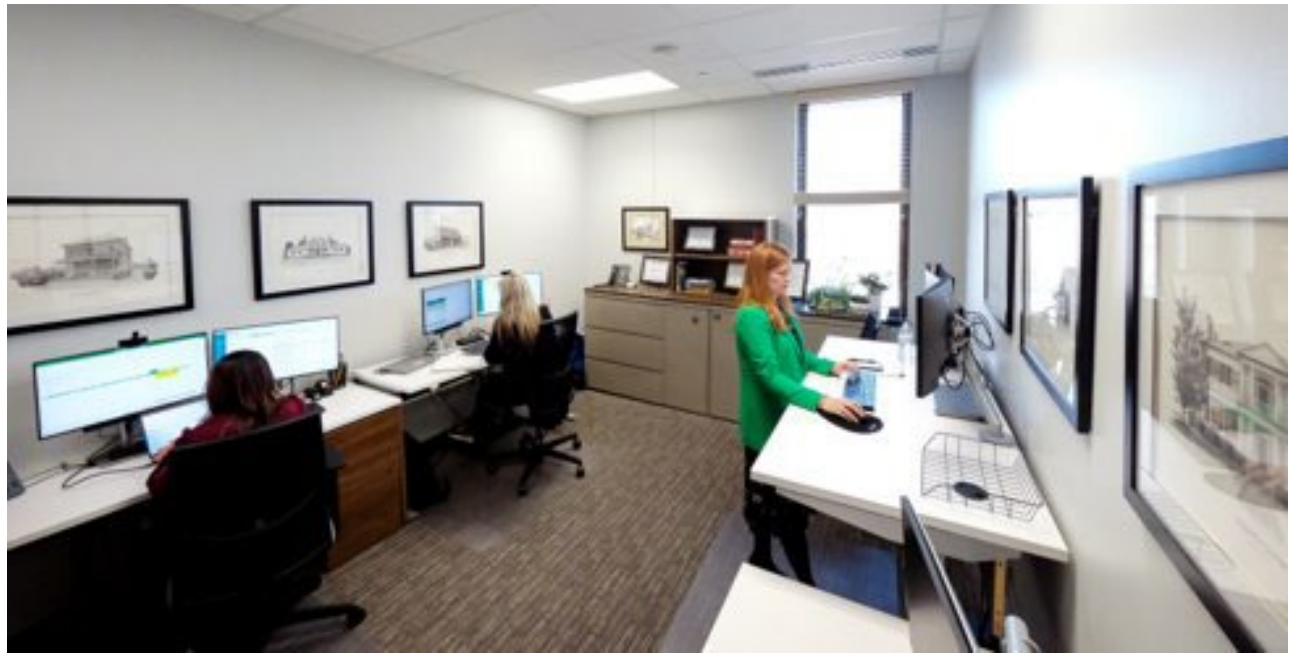
COMPLETED PROJECTS – SVE OFFICES





- Former Internal Audit Space
- SVE needs
  - Office Space for the Team
  - Meeting Space for Clients
  - Accessible/Centrally Located
- Renovations completed by County Staff - Buildings and Grounds

COMPLETED PROJECTS – INTERNAL AUDIT HOTELING



- Former Conference Room on 5th Floor
- Internal Audit Needs
  - Team Primarily Works Remote
  - Workspace for Occasional Meetings
  - Accessible/ Centrally Located
- Renovations completed by County Staff
  - Buildings and Grounds

COMPLETED PROJECTS – REMOTE WORKER CENTER





- Completed as Part of the Real Estate Assessor Renovation Project
- Converted the Former Extension Office Space
- Space includes cubicles, offices, and meeting space
- Spaces can be scheduled using the reservation system managed by General Services

CHESTERFIELD BUDGET & MANAGEMENT

COMPLETED PROJECTS – COMMUNICATIONS AND MEDIA

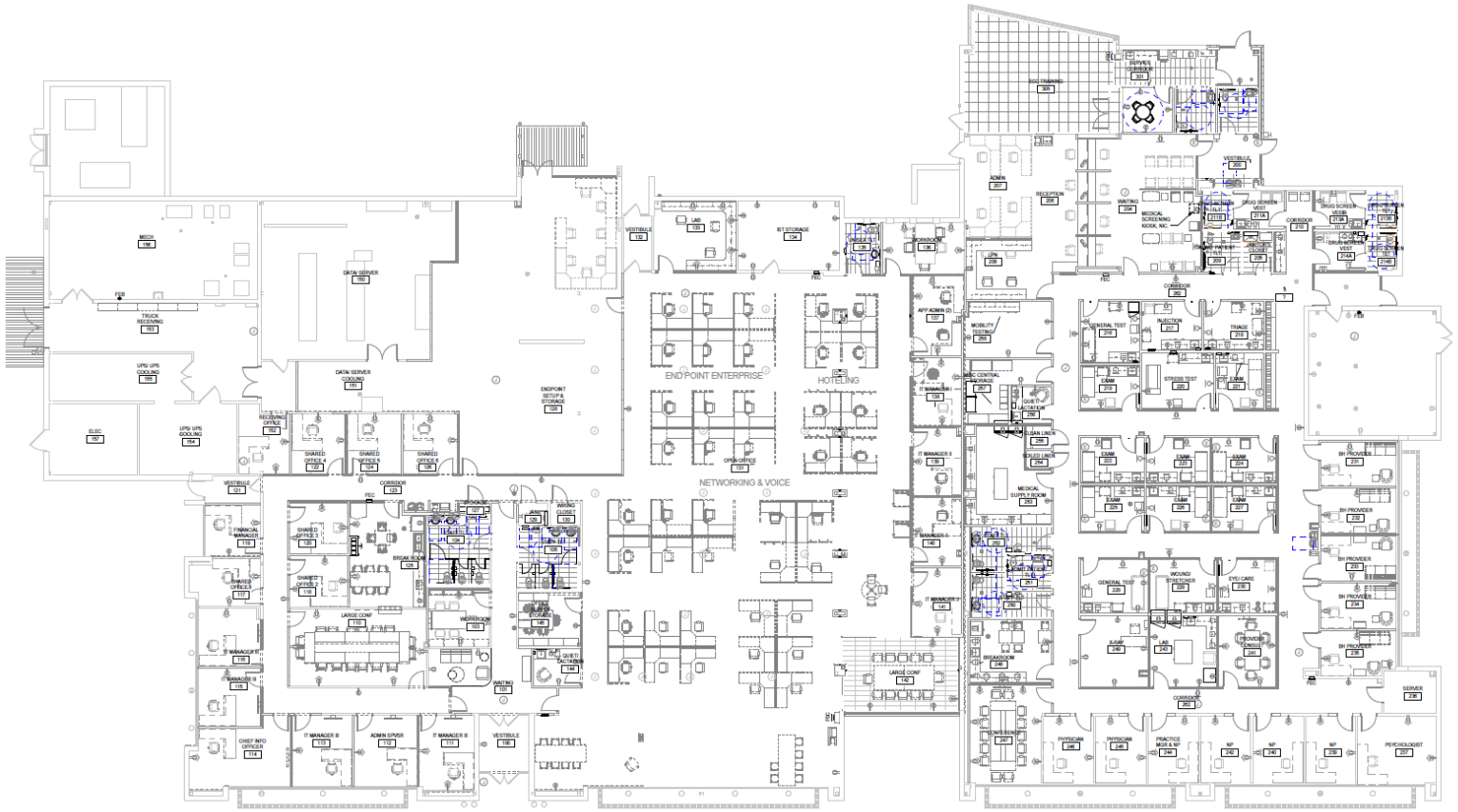




- Renovations to Existing Space
- CMS Needs
  - Revamped Office Space
  - Modern Multi-media Studio
- Funded by Cable Franchise Fees
- Work Completed by Contractor

CHESTERFIELD
BUDGET & MANAGEMENT

ACTIVATING PROJECT – IST/EMC/ECC RENOVATION



- Consolidate IST operations
- Relocate EMC from lease space at Lucy Corr
- Replacing ECC Dispatcher training Room
- Eliminates $70K annual lease
- Bid in March 2026
- Complete by late 2027
- IST utilizing former School Board HQ as swing space

ACTIVATING PROJECT – COURTHOUSES

Maximize Utilization & Prepare for Expansion

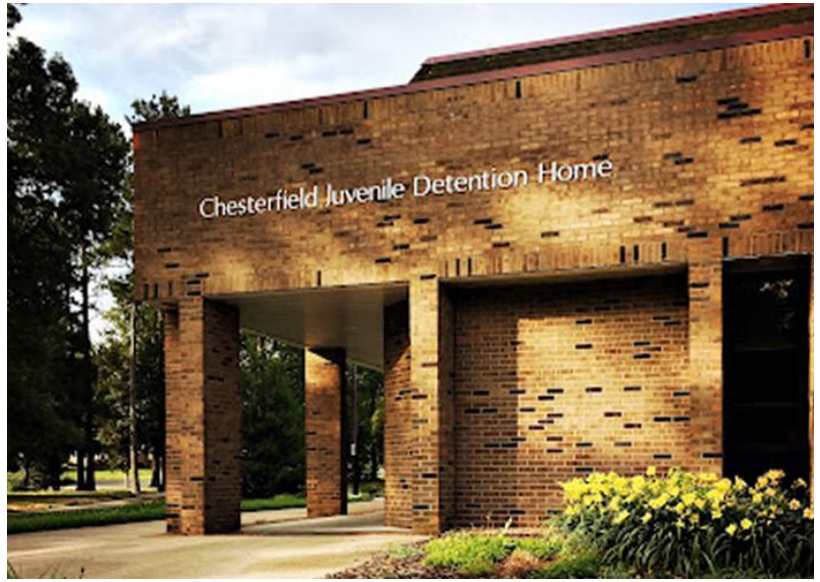




Scope | Schedule | Budget

- Design/engineer/construct modular GD courtroom & JDR hearing room
- Construction of new Judges' chambers, replacement Commonwealth's Attorney and mediation spaces
- Reallocate portion of Circuit Court Clerk space to address critical shortage and customer queuing for General District Clerk
- Swap Juvenile Clerk and Juvenile Court Services spaces for usage maximization
- Multi-phase Clerk records digitization (critical path)
- ~$24M
- Phased projects over ~36 months

ACTIVATING PROJECT – HUMAN SERVICES





Adolescent Resource Pathways (CARP) & Juvenile Detention Consolidation

CARP Renovation for Domestic Violence Shelter

Scope | Schedule | Budget

- Underutilized administrative area in Juvenile Detention renovated to house CARP
- CARP renovated to house Domestic Violence Shelter
- Budget – $2,180,000
- Planned schedule:
  - Design/engineering: March – Sept 2026
  - Bidding/contracting: October – December 2026
  - Construction: January – July 2027

FY27 PROJECT – CHILDREN'S ADVOCACY CENTER



Former Credit Union Renovation

- Addresses space shortage of ~2K SF for support of children and families, mental health services, coordination w/ Child Protective Services, etc.
- Locates functions closer to collaborating agencies (e.g., Police, Social Services)
- Accommodates growth in population, level of services provided, staff and caseload
- Eliminates annual lease of $61,049
- Building serves as swing space for CARP program during renovations
- Budget – $2,892,500
- Planned schedule:
  - Design/engineering/bidding/contracting: FY27
  - Construction: FY28

FUTURE PROJECT – REGISTRAR CONSOLIDATION



Former CCPS HQ Renovation

- Addresses shortage of ~4.7K SF, addressing current space and logistical needs as well as long-term growth
- Centralizes voter services in once accessible location, improving public access, parking availability and service delivery
- Space for voting equipment storage, election related public meetings and officer of election training
- Eliminates 2 annual leases of over $202K
- Building serving as swing space for IST/EMC/ECC renovation
- Out year project

FY2027-FY2031
Capital Improvement Program

CHESTERFIELD
BUDGET & MANAGEMENT

Major Maintenance Highlights - $84.5M

School Facilities Program



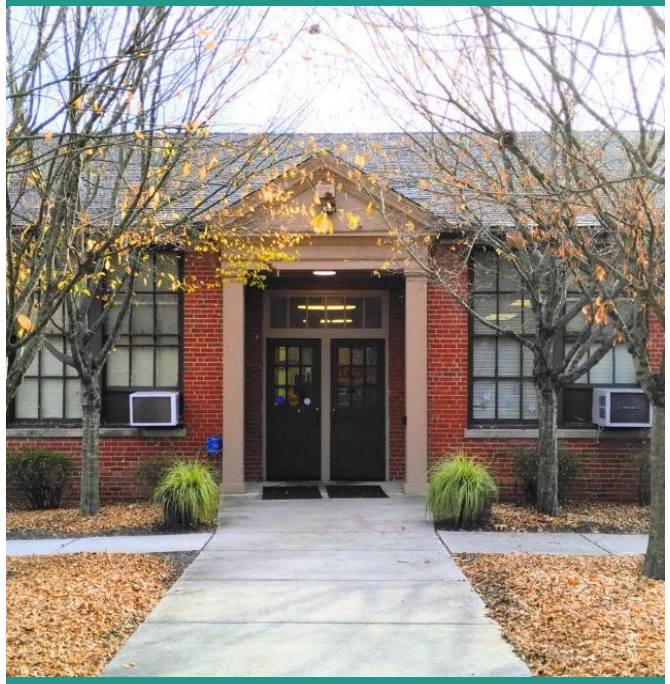
Installation of standardized electronic signage, scoreboards, auditorium A/V equipment, and other small projects as needed

School Athletic Complex Program



Program aimed at improving existing athletic facilities that are used for school and community use, such as middle school tennis court rehabilitation

Lifelong Learning Institute (LLI)



HVAC replacement and upgrades to the ventilation system throughout the building

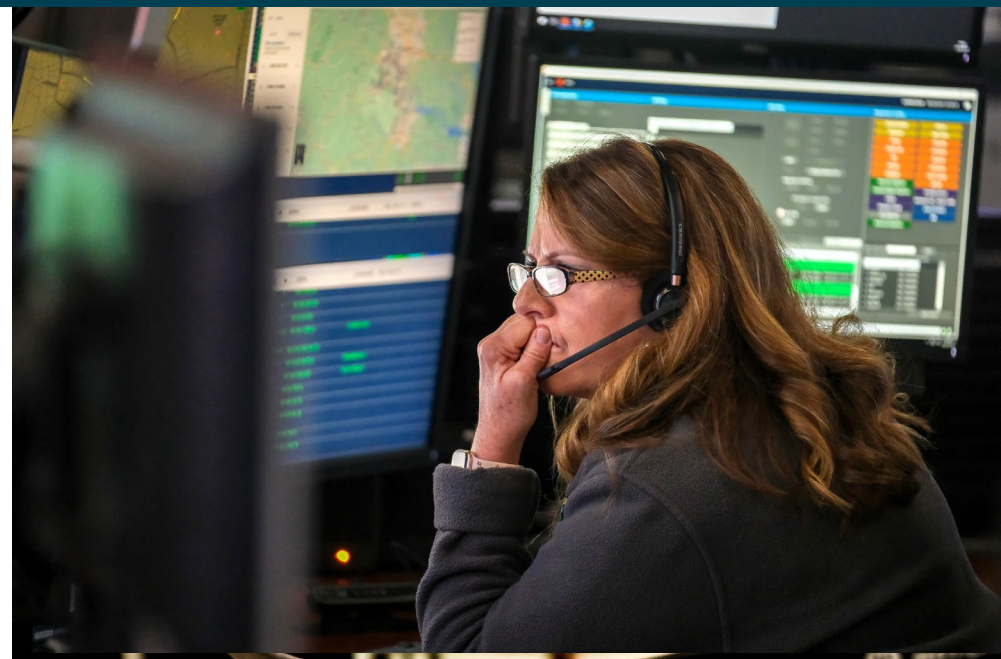
Transportation Highlights - $141.0M

- Community Connectivity (sidewalks) funding returns in FY2027
- Transit GRTC
  - Funding for the Route 60 1A Extension Route and Cloverdale micro-transit services.
  - State grant match, annual local contribution percentage will increase incrementally in future years, with the goal of achieving 100% local funding by FY2031
- Local CVTA strategy
  - Leveraging opportunities and addressing cost increases
- Revenue sharing fully funded through FY2028 with the FY2026 adopted budget



Technology- $21.3M

- Digital infrastructure enhancements with an emphasis on public safety
  - CAD server replacement
  - ECC back-up battery replacement
  - Cybersecurity
  - Toughbook replacement
  - Infrastructure refresh
- Projects will improve service delivery, reduce risk, and prepare the County for future technology needs





Other FY2027-FY2031 CIP Highlights

- Airport Runway Extension
  - FY2027: grading, obstruction removal; FY2028: construction, paving, lighting
  - 90/8/2 federal/state/local funding
- Projects in early development
  - Rogers Building Renovation to address overcrowding, modernize facility, and support long term service delivery needs
  - Tax Management Software
- Utilities plans to issue debt in FY2027 and FY2030 ($220M and $250M) to fund construction of new Point of Rocks Water Treatment Plant.





Laying Groundwork for Future Referendum

- **Parks and Recreation**
  - 360 West Park/Horner Park build-out
  - Chesterfield Courthouse Park - Fairground Event Center
  - Rockwood Park Access Road
  - Dutch Gap Marina Park
- **Fire & EMS**
  - Buford Road Expansion
  - Five Forks
  - Highlands
  - Old Hundred
  - Manchester Replacement
  - Salem Church
- **Libraries**
  - LaPrade Expansion



Community Contracts/CDBG Highlights

CHESTERFIELD
BUDGET & MANAGEMENT

CDBG/Community Contracts Highlights

- Board of Supervisors approved over **$2.2M** in funding for 40+ diverse organizations for FY2026
- Total FY2027 Requests: over $4.3M; Proposed **$2.3M** funding for FY2027
- Closer coordination w/ CDBG to further enhance housing as a part of the Community Contracts process
- In addition to traditional community contracts, request to amend FY2026 w/ one-time revenue to create a housing services supplement, managed by Community Enhancement, starting in FY2027
- CDBG FY2027 funds proposed at **$2.1M** based on current federal award

Proposed Housing Services Supplements	
Organization	Amount
CARITAS	$133,206
Maggie Walker Community Land Trust	100,000
Richmond Metro Habitat for Humanity	80,000
Latinos in Virginia Empowerment Center	75,000
YWCA Richmond	50,000
St. Joseph's Villa	50,000
Better Housing Coalition	40,000
HomeAgain Richmond	35,000
Safe Harbor	25,000
Impact Chesterfield	10,000
	$598,206

What's Ahead

Community Meetings (6:30-8 p.m.)

March 12th: A.M. Davis Elementary (Midlothian)

March 16th: Beulah Recreation Center (Dale)

March 17th: Cosby High School (Matoaca)

March 18th: LaPrade Library (Clover Hill)

March 19th: Facebook Live (Virtual Event)

March 23rd: Chester Library (Bermuda)

March 24th: Matoaca Elementary School Cafetorium (Matoaca)

Mar. 25th: Proposed Budget Public Hearing (Utilities, Tax Rates, CDBG, CIP, Budget)

Apr. 8th: FY2027 Budget Adoption

Future Budget Public Hearings: BPOL & Tax Relief Program (Summer)



CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA

Meeting Date: March 11, 2026 **Item Number: 5.A.**

Subject:
Reports on the Status of District Improvement Operating and Capital Funds, General Fund Unassigned Balance and Debt Policy Ratios, and Investments

Board Action Requested:
Accept the attached District Improvement Operating and Capital Funds, General Fund Unassigned Fund Balance and Debt Policy Ratios, and Monthly Investment Reports.

Summary of Information:
The attached reports detail the proposed uses of District Improvement Operating and Capital Funds, the status of the current General Fund Unassigned Fund Balance and Debt Policy Ratios, and Monthly Investment Updates.

The Board is requested to accept these reports, and acceptance of the District Improvement Operating and Capital Report will serve as approval for staff to expend District Improvement Funds for the proposed uses as listed.

Additional financial and economic statistical information is available via the Key Financial Indicators dashboard published via the County's website.

Attachments:
1. DIF Report and January 2026 Investment Report

Preparer:

Approved By:

CHESTERFIELD COUNTY
District Improvement Operating and Capital Funds
Monthly Report

Report Date: March 2026

The County annually budgets District Improvement Operating and Capital Funds for each of the five magisterial districts that are used to improve the quality of life in each district. Two funding allocations are established per district:

- $33,500 per district in the General Fund to provide funding for operational support (e.g., public events or programs, purchase of county-owned equipment, public school programs, or other legally allowable expenses
- $250,000 per district in the County's Capital Improvement Fund to provide funding for long-term or large-scale expenditures (e.g., pedestrian improvements, improvements to school amenities and facilities, park improvements).

If funds remain unspent at the end of each fiscal year, operational funds are automatically reserved to be utilized in a future year, with capital funds automatically carrying over into the next fiscal year.

This report shows this month's use of such funds as well as the current funding available for each district. Requests to use funds for the current month are detailed below and listed as a proposed use on the summary chart for that district. Upon Board of Supervisors acceptance of this report each month, staff will execute the proposed requests.

Acceptance of this report by the Board constitutes Board approval of this request.

District Improvement Fund Balances and Requests:

Bermuda	Operating	Capital
Current Balance	$114,481.72	$804,310.68
Remaining Balance	$114,481.72	$804,310.68

Clover Hill	Operating	Capital
Current Balance	$118,780.99	$446,793.29
Remaining Balance	$118,780.99	$446,793.29

CHESTERFIELD COUNTY
District Improvement Operating and Capital Funds
Monthly Report

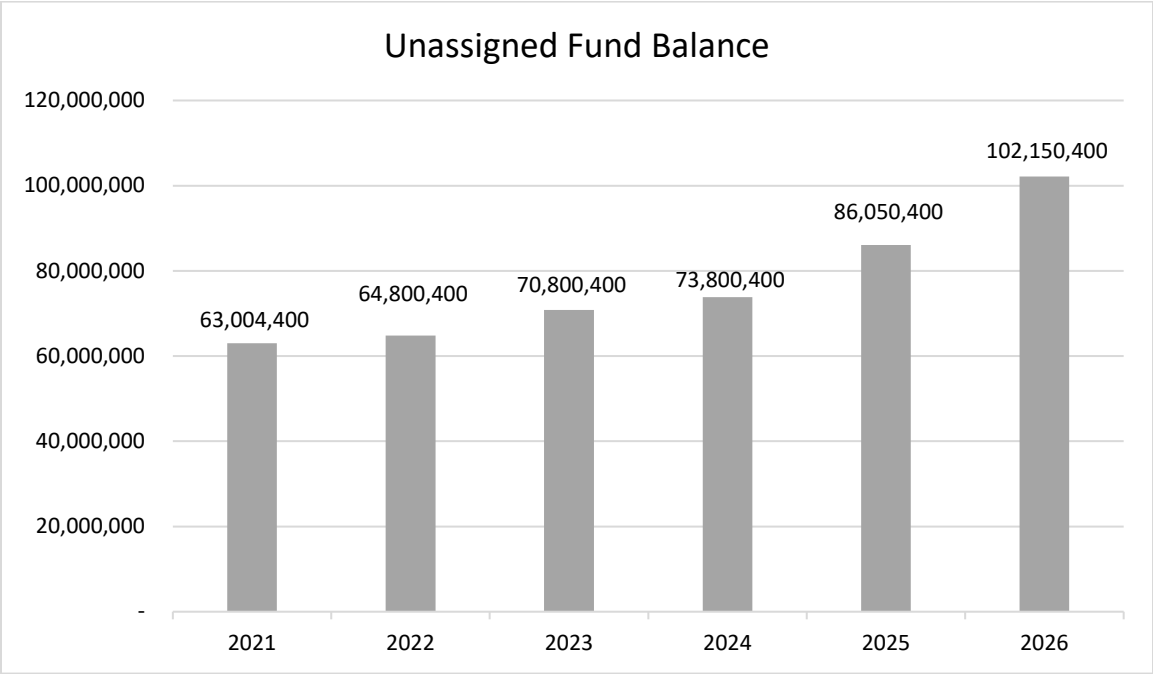
Dale	Operating	Capital
Current Balance	**$149,737.46**	**$358,826.00**
No Parking Signs on Ridgedale Parkway		5,000.00
Remaining Balance	**$149,737.46**	**$348,826.00**

Matoaca	Operating	Capital
Current Balance	**$110,859.88**	**$180,826.99**
Remaining Balance	**$110,859.88**	**$180,826.99**

Midlothian	Operating	Capital
Current Balance	**$185,228.21**	**$358,809.75**
Remaining Balance	**$185,228.21**	**$358,809.75**

CHESTERFIELD COUNTY
General Fund Unassigned Fund Balance
And Debt Policy Ratios

Report Date: March 2026



Ratio	Actual June 30, 2025	Planning Cap	Planning Ceiling
Debt as a Percentage of Assessed Value[(1)]	1.05%	2.50%	3.00%(ceiling)
Debt to Personal Income	2.93%	5.00%	6.00% (ceiling)
Debt Service as a Percentage of General Government Expenditures	5.75%	10.00%	11.00% (ceiling)
Unassigned General Fund Balance as a Percentage of General Fund Expenditures	11.69%	8.50%	7.00% (floor)
10 Year Payout Ratio	69.63%	65.00%	60.00% (floor)

[(1)] Ratio calculations include general obligation bonds, certificates of participation, taxable revenue note, development agreements, public facility lease and obligations under capital lease. Excludes issuance premium or discount, Economic Development Authority special assessment revenue notes and Enterprise Fund obligations.

MONTHLY INVESTMENT REPORT

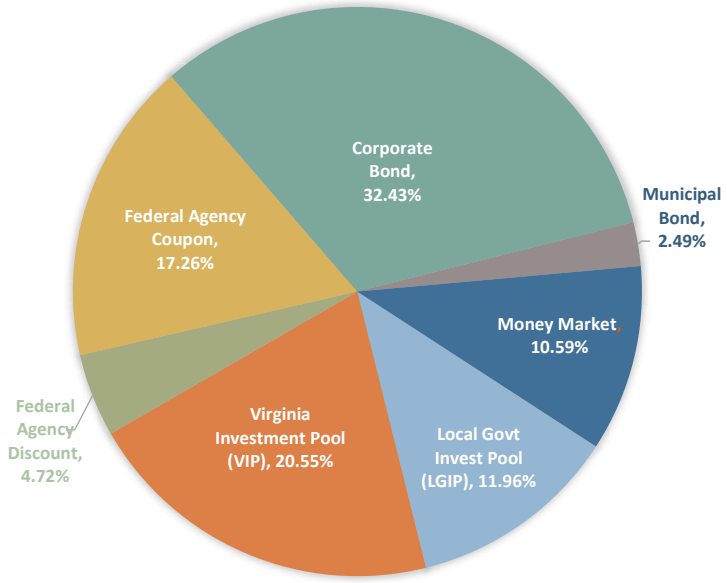
REBECCA R. LONGNAKER, CPA, MGT
TREASURER
P.O. BOX 70
CHESTERFIELD, VA 23832
Office: 804-748-1201
Email: longnakerr@chesterfield.gov
www.chesterfield.gov/treasurer

JANUARY 2026

This investment report for January 2026 is presented in accordance with the Treasurer's Investment Policy. The objective of the policy is to obtain the highest possible yield on available financial assets, consistent with constraints imposed by safety objectives, cash flow considerations and the laws of the Commonwealth of Virginia that restrict the placement of public funds. All investments held are in compliance with this policy.

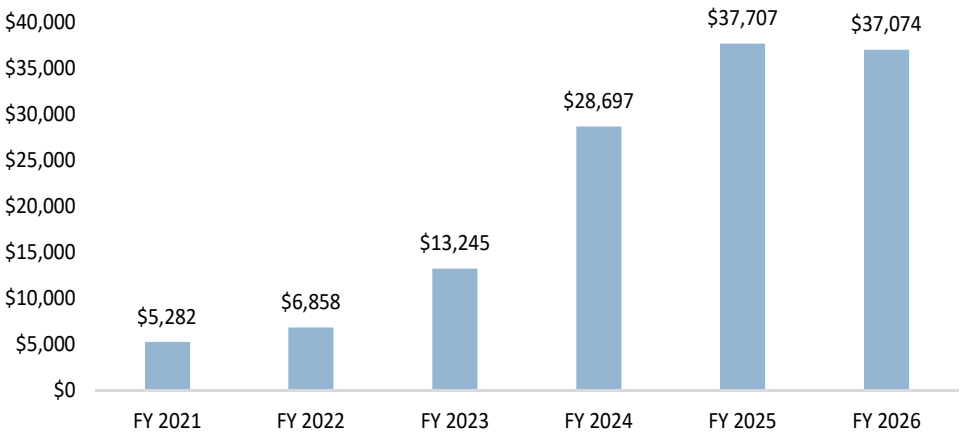
Investments at a glance (as of 1/31/2026)	
Total Value at Cost	$1,321,600,861.47
Average Days to Maturity	705
Yield to Maturity 365 Day Equivalent	4.15%
Cash Balance	$88,745,674.25

Investment Type Allocation



Portfolio Mix	Balance
Local Govt. Invest. Pool (LGIP)	$158,117,410.32
Virginia Investment Pool (VIP)	$271,630,378.39
Federal Agency Discount	$62,339,712.00
Federal Agency Coupon	$228,105,000.00
Municipal Bond	$32,857,898.00
Corporate Bond	$428,555,085.66
Commercial Paper	$0.00
Certificate of Deposit	$0.00
US Treasury Discount	$0.00
Money Market Mutual Fund	$139,995,377.10
Total	**$1,321,600,861.47**

Cumulative Investment Earnings FY2026 (000's)



Investment earnings through January 2026 are slightly below the prior year. The Fed reduced rates by 25 basis points three times in 2025 and the portfolio balance is lower than the prior year. Earnings consist of cash payments only and do not reflect the impact of amortized discounts and premiums, nor do they reflect unrealized gains and losses. The current portfolio consists of securities purchased at premiums and discounts which will not be recognized as income or loss until maturity.

Benchmark Comparisons

The 91-Day Treasury Bill, 2-Year Average Treasury and the Virginia Treasury Prime Liquidity are used as benchmarks for the County's portfolio performance. For the month of January, the County outperformed all of the yield benchmarks and one of the year over year change benchmarks.

YIELD BENCHMARKING

	CURRENT YIELD	ONE YEAR AGO	YoY CHANGE
Portfolio	4.15%	4.57%	-0.43% pts
91-day T-Bill	3.67%	4.34%	-0.67% pts
2-Year Avg Treasury	4.06%	4.48%	-0.42% pts
Va. Treas. Prime Liq.	3.78%	4.13%	-0.35% pts

Compliance Report

The Treasurer's Investment Policy specifies limits on categories of investments to obtain diversification and avoid incurring unreasonable risk inherent in over-investing in specific instruments. The County's Investment Portfolio is in full compliance with the Treasurer's Investment Policy.

	Code of Virginia			Treasurer's Investment Policy			
Investment Category	Maximum Maturity	Authorized % Limit	Rating Requirement	Maximum Maturity	Authorized % Limit	Rating Requirement	January Actual %
Local Government Investment Pool (LGIP)	N/A	100%	N/A	N/A	100%	N/A	11.96%
Virginia Investment Pool Trust Fund (VIP)	N/A	100%	N/A	N/A	100%	N/A	20.55%
Federal Agency Discount	No Limit	100%	N/A	5 Years	100%	N/A	4.72%
Federal Agency Coupon	No Limit	100%	N/A	5 Years	100%	N/A	17.26%
Municipal Bonds	No Limit	100%	N/A	5 Years	100%	N/A	2.49%
Corporate Bonds	5 Years	100%	AA/Aa	5 Years	100%	AA/Aa	32.43%
Commercial Paper	270 Days	35%	A1/P1/F1/D1	270 Days	35%	A1/P1/F1/D1	0.00%
Certificate of Deposit	1 Year	100%	A1/P1/AA/Aa	1 Year	100%	A1/P1/AA/Aa	0.00%
U.S. Treasury Discount	No Limit	100%	N/A	5 Years	100%	N/A	0.00%
Money Market Mutual Fund	N/A	100%	N/A	N/A	75%	N/A	10.59%

Understanding Key Investment Terms

Local Government Investment Pool (LGIP)	A State-administered fund that enables governmental entities to realize the economies of large-scale investing and professional funds management.
Virginia Investment Pool Trust Fund (VIP)	A fund, administered by the Virginia Municipal League (VML) and Virginia Association of Counties (VACo), that provides political subdivisions of the Commonwealth of Virginia the ability to pool their funds and invest under the direction and daily supervision of a professional fund manager.
Federal Agency Discount	Fixed income government agency obligations priced below par and maturing in more than one year.
Federal Agency Coupon	Fixed income government agency obligations with a stated interest rate and maturing in more than one year.
Municipal Bonds	Fixed income obligations of state and local governments with a maturity of one week to 30 years.
Corporate Bonds	Corporate Bonds are debt securities issued by publicly-held corporations to raise money for expansion or other business needs with a rating from at least two agencies of Aa by Moody's Investor Service, Inc., AA by Standard and Poors, Inc. or AA by Fitch, and a maturity of no more than five years.
Commercial Paper	"Prime Quality" paper with a maturity of 270 days or less and rated at least prime 1, A-1, or F-1 by the major credit rating agencies.
Certificate of Deposit	Negotiable certificates of deposits of domestic banks and domestic offices of foreign banks with a rating of at least A-1 or P-1 for maturities one year or less, and AA or Aa for maturities over one year and not exceeding five years.
U.S. Treasury Discount	Fixed income government securities priced below par and maturing in less than one year.
Money Market Mutual Fund	A type of mutual fund that invests in short-term, high quality, and highly liquid debt instruments.

CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA

Meeting Date: March 11, 2026 **Item Number: 10.A.**

Subject:
State Legislative Update

Board Action Requested:

Summary of Information:
Director of Intergovernmental Relations Natalie Spillman will provide an update on the activities of the General Assembly.

Attachments:
None

Preparer: Natalie Spillman, Director, Intergovernmental Relations

Approved By:



CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA

Meeting Date: March 11, 2026 **Item Number: 12.A.**

Subject:
Resolution Recognizing Ms. Sharon Entsminger, Parks and Recreation, Upon Her Retirement

Board Action Requested:
Adoption of the attached resolution.

Summary of Information:
Ms. Sharon Entsminger retired on March 1, 2026, after providing 42 years of dedicated service to the residents of Chesterfield County.

Attachments:
1. Resolution

Preparer: Neil Luther, Director, Parks and Recreation

Approved By:

RECOGNIZING MS. SHARON ENTSMINGER UPON HER RETIREMENT

WHEREAS, Ms. Sharon Entsminger retired from Chesterfield County on March 1, 2026, after providing over 42 years of dedicated service to the citizens of Chesterfield County; and,

WHEREAS, Ms. Entsminger began working with the Parks and Recreation Department on August 23, 1982, and was promoted through the department to Automation, Communications, and Events Manager for Parks and Recreation in April 2023, having worked alongside every director except the first; and,

WHEREAS, Ms. Entsminger was a strong advocate for services for persons with disabilities and was instrumental in introducing inclusion and accessibility initiatives throughout the department and county, and sharing her expertise by teaching sign language classes for staff; and,

WHEREAS, Ms. Entsminger mentored numerous student interns from universities across Virginia, providing quality training and meaningful professional experiences; and,

WHEREAS, Ms. Entsminger helped facilitate the county's quality improvement initiative as a team member and instructor, helping to advance organizational excellence; and,

WHEREAS, Ms. Entsminger served on the faculty of Virginia Commonwealth University's Department of Recreation, Parks, and Tourism, earning the Outstanding Service Award in 2001 for her contributions to education and the profession; and

WHEREAS, Ms. Entsminger enhanced community engagement through creative outreach strategies, including the introduction of social media, e-newsletters, and enhanced website content; and,

WHEREAS, Ms. Entsminger successfully planned and hosted numerous milestone events, such as groundbreaking ceremonies, ribbon cuttings, and the department's 50th anniversary celebration; and,

WHEREAS, Ms. Entsminger's outstanding performance was recognized when she was named Parks and Recreation Employee of the Year in 1990; and,

WHEREAS, Ms. Entsminger has devoted countless hours of volunteer service which impacted the lives of hundreds of youths

while serving as a cheer leading coach, swim team volunteer, and elementary classroom assistant in Chesterfield; and,

WHEREAS, Ms. Entsminger has maintained her Certified Park and Recreation Professional (CPRP) credential throughout her career, demonstrating her commitment to ongoing professional development; and,

WHEREAS, Ms. Entsminger has been an active and influential member of the Virginia Recreation and Park Society (VRPS) since 1981, serving in a multitude of roles, and her exceptional service earned her three Presidential Awards and the Distinguished Service Award in 2003.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors, this 11th day of March 2026, publicly recognizes **Ms. Sharon Entsminger**, and extends on behalf of its members and the citizens of Chesterfield County, appreciation for her extraordinary service, leadership, and dedication to the county, congratulations upon her retirement, and best wishes for a long and happy retirement.

AND, BE IT FURTHER RESOLVED that a copy of this resolution be presented to **Ms. Entsminger** and that this resolution be permanently recorded among the papers of this Board of Supervisors of Chesterfield County, Virginia.

CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA

Meeting Date: March 11, 2026 **Item Number: 12.B.**

Subject:
Resolution Recognizing Mr. Dwayne P. Scruggs, Department of General Services, Fleet Division, Upon His Retirement

Board Action Requested:
Adoption of attached resolution.

Summary of Information:
Mr. Scruggs retired from the Department of General Services, Fleet Division on March 1, 2026, after providing over 25 years of service to the citizens of Chesterfield County.

Attachments:
1. Resolution

Preparer: John Neal, Director, General Services

Approved By:

RECOGNIZING MR. DWAYNE P. SCRUGGS UPON HIS RETIREMENT

WHEREAS, Mr. Dwayne P. Scruggs retired from Chesterfield County Department of General Services, Fleet Services Division, on March 1, 2026, after providing over 25 years of service to the residents of Chesterfield County; and

WHEREAS, Mr. Scruggs began his career in Chesterfield County Government on August 8, 1988, through December 31, 1994, as a Vehicle Mechanic; and

WHEREAS, after a break in service, Mr. Scruggs was rehired on September 25, 2006, as an Automotive Technician in the Light Vehicle Shop; and

WHEREAS, Mr. Scruggs consistently demonstrated a strong commitment to high-quality service and customer satisfaction, utilizing customer interactions and feedback tools to ensure expectations were met or exceeded throughout his tenure; and

WHEREAS, Mr. Scruggs set a positive example for others through his exceptional work ethic and a customer-first mindset; and

WHEREAS, Mr. Scruggs completed all requirements for the Level One Automotive Technician Career Development Plan in November 2007 and earned the Quality Generalist Certificate; and

WHEREAS, Mr. Scruggs became a lead technician within Fleet Services due to his extensive knowledge, strong communication skills, dependability, and continuous efforts to improve daily operations; and

WHEREAS, Mr. Scruggs could be relied upon to assist co-workers and customers in the absence of the shop supervisor, further displaying early leadership potential and preparing himself for future leadership roles; and

WHEREAS, In October 2018, **Mr. Scruggs** was promoted to Automotive Maintenance Supervisor on the evening shift; and

WHEREAS, in this supervisory role, **Mr. Scruggs** successfully oversaw night-shift operations across two shops, adapting to staffing needs, training employees, supporting fellow supervisors, and performing hands-on vehicle repairs when necessary; and

WHEREAS, Mr. Scruggs' dedication and leadership have been instrumental in supporting both evening and day-shift operations, contributing significantly to Fleet Services being recognized as one of the Best 100 Fleets in the public fleet industry for seven consecutive years; and

WHEREAS, Mr. Scruggs is commended for his outstanding service, leadership, and contributions to Fleet Services, and for the positive impact he has made on the organization and its customers.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors, this 11th day of March 2026, publicly recognizes **Mr. Dwayne P. Scruggs** and extends on behalf of its members and the residents of Chesterfield County, appreciation for over 25 years of exceptional service to the county.

AND, BE IT FURTHER RESOLVED that a copy of this resolution be presented to **Mr. Scruggs** and that this resolution be permanently recorded among the papers of this Board of Supervisors of Chesterfield County, Virginia.

CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA

Meeting Date: March 11, 2026 **Item Number: 12.C.**

Subject:
Resolution Recognizing Captain Peter J. Cimbal, Police Department, Upon His Retirement

Board Action Requested:
Adoption of the attached resolution

Summary of Information:
Captain Peter J. Cimbal retired from the Police Department after providing over 28 years of service to the residents of Chesterfield County.

Attachments:
1. Resolution

Preparer: Frank Carpenter, Chief of Police

Approved By:

RECOGNIZING CAPTAIN PETER J. CIMBAL UPON HIS RETIREMENT

WHEREAS, Captain Peter J. Cimbal retired from the Chesterfield County Police Department on February 1, 2026 after providing over 28 years of outstanding quality service to the residents of Chesterfield County; and

WHEREAS, Captain Cimbal began his career as a Recruit in 1997 and continued to faithfully serve as a Police Officer, Senior Police Officer, Sergeant, Lieutenant and Captain; and

WHEREAS, during his tenure, **Captain Cimbal** also served as a Field Training Officer, Evidence Technician, Police Emergency Response Team member (Negotiations), and the Police Emergency Response Team Coordinator; and

WHEREAS, Captain Cimbal earned a Life Saving Award for his successful efforts saving a female who was attempting to jump from an expressway bridge; and

WHEREAS, Captain Cimbal was recognized with a Meritorious Service Award for his contributions to the Centennial Committee celebrating the Police Department's 100-year anniversary; and

WHEREAS, Captain Cimbal received the Chief's Excellence Award and two Chief's Commendations for his tireless efforts at planning, managing, organizing and directing nearly all activities dealing with the COVID pandemic, creating work guidelines focused on protection of officers, civilian employees and residents with whom the police interacted; and

WHEREAS, Captain Cimbal received a Unit Citation for his significant contributions to the success of the Police Emergency Response Team and the state and national recognition the unit received because of its unique working relationship with the Chesterfield Mental Health Department; and

WHEREAS, Captain Cimbal received two Unit Citations for his dedicated work with the Crimes Against Persons and Vice and Narcotics Units, which resulted in an extraordinarily high number of cases being cleared and drug and cash seizures worth over two million dollars; and

WHEREAS, Captain Cimbal received the National Service Award for his two-week deployment to Mississippi to assist fellow law enforcement officers and the citizens of Mississippi while under

extreme conditions following the devastation of Hurricane Katrina; and

WHEREAS, Captain Cimbal received another National Service Award as a member of the Police Emergency Response Team for his participation in support of U.S. Capitol Police to provide security for the Electoral College Certification in 2025 and Presidential Inauguration; and

WHEREAS, Chesterfield County and the Board of Supervisors will miss **Captain Cimbal's** diligent service.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors, this 11th day of March 2026, publicly recognizes **Captain Peter J. Cimbal** and extends on behalf of its members and the citizens of Chesterfield County, appreciation for his service to the county, congratulations upon his retirement, and best wishes for a long and happy retirement.

AND, BE IT FURTHER RESOLVED that a copy of this resolution be presented to **Captain Cimbal**, and that this resolution be permanently recorded among the papers of this Board of Supervisors of Chesterfield County, Virginia.

CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA

Meeting Date: March 11, 2026 **Item Number: 13.A.**

Subject:
Claim of Bridgeman Underground, Inc. Regarding Contract for Hopkins Road to Route 1 Waterline Improvements

Board Action Requested:
Staff recommends that the Board deny the claim of Bridgeman Underground, Inc.

Summary of Information:
Bridgeman Underground, Inc. ("BUI") entered into a contract with the County dated October 16, 2023 to install a 16-inch waterline from Hopkins Road to Route 1 to replace and upsize existing waterlines, install two flow control vaults, and perform related work (the "Contract"). The work was for a Utilities Department project, and the total agreed price for the work was $7,919,697.00. This amount was later increased to $8,647,352.17 through change orders.

As part of the work, the Contract required BUI to install a supervisory control and data acquisition ("SCADA") system in the control valve vault areas. A SCADA system is a computerized system that monitors and controls water supply through waterlines, and installation of this system was an integral part of the project. The Invitation for Bids ("IFB") for the project (which was incorporated into the Contract) attached scopes of work and fee proposals for this work prepared by three approved SCADA contractors—namely, Autologic LLC Engineering, E-Merge Systems, Inc., and Kapsch. The Contract expressly required BUI to install the SCADA system per these scopes of work and to obtain the services of these contractors to perform the work. The Contract also expressly stated that these integrators would be BUI's subcontractors. As part of its bid, BUI provided a cost for performing flow control valve and vault work, which was required to include the cost of installing the SCADA system and coordinating with the SCADA contractors.

Despite these requirements, BUI states that it "did not include any costs for the procurement and installation of the SCADA controls" in its bid. BUI claims that the Contract required the County—and not BUI—to engage and pay these integrators and be responsible for the cost of the SCADA work. BUI seeks $292,106 from the County for the costs it paid these integrators to perform the SCADA system work under the Contract. The County already granted BUI a change order to increase the Contract price to account for the difference in the SCADA integrators' fees between the date that the IFB was advertised and the date when BUI engaged them to perform the work under the Contract, but BUI seeks to recover all amounts it paid to the integrators.

A copy of BUI's claim is attached. Staff has reviewed the claim and determined that it is not supported by the terms of the Contract, the facts, or the law. Accordingly, staff recommends that the Board deny the claim.

Attachments:

1. Claim of Bridgeman Underground, Inc. regarding Contract for Hopkins Road to Route 1 Waterline Improvements, Utilities Project No. 19-0225, IFB #ADMN23
2. Claimant's Presentation
3. Claimant's Handouts (added post-meeting)

Preparer: Jeff Mincks, County Attorney

Approved By:



REAVES GovCon

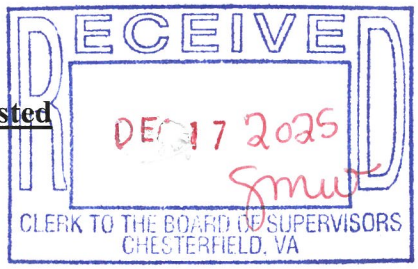
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McLean, VA 22102



December 10, 2025

Via First Class Mail, & Certified Mail Return Receipt Requested
Chesterfield County Board of Supervisors
P.O. Box 40
Chesterfield, VA 23832
Attn: Susan Wilson, Clerk to the Board
(via email WilsonSu@chesterfield.gov)

Re: Hopkins Road Route 1 Waterline Improvements / Utilities Project No. 19-0225
Chesterfield County / Bridgeman Underground, Inc.
Claim Pursuant to Virginia Code Sections 15.2-1243 through 15.2-1269
Outstanding Claim Amount: $322,174.00
Contractual Finance Charges Under Code Section 2.2-4352: 1% per month

Dear Mrs. Wilson,

This firm and undersigned counsel represents Bridgeman Underground, Inc. ("BUI") related to its work on the Hopkins Road to Route 1 Waterline Improvements project (the "Project"). This letter serves as BUI's claim against the County of Chesterfield (the "County") pursuant to Virginia Code §§ 15.2-1243 through 15.2-1269.

On or about June 23, 2025, BUI submitted a contractual claim arising from the Project and pursuant to the Virginia Public Procurement Act (Va Code §§ 2.2-4300 *et seq.*) (the "VPPA"). BUI's VPPA claim is attached hereto as **Exhibit "A."** ("VPPA Claim"). Such claim is fully incorporated herein by reference and forms a part of BUI's claim against the County pursuant to Virginia Code §§ 15.2-1243 through 15.2-1269.

BUI did not receive a decision on its VPPA Claim from the County within the deadline provided for in Va Code § 2.2-4363(C)(2), within 90 days of submission of the claim. Therefore, BUI's VPPA Claim is deemed denied under the VPPA pursuant to § 2.2-4363(D).

Accordingly, this claim (the "Claim") against the County is submitted to the Board of Supervisors of Chesterfield County pursuant to Virginia Code §§ 15.2-1243 through 15.2-1269.

BUI submits the Claim to the Board of Supervisors to avoid any prejudice to BUI's rights to seek legal redress and to ensure full consideration is given to BUI's claims by the County as required by Virginia Code §§ 15.2-1243 through 15.2-1269.

In accordance with Va. Code § 15.2-1245(A), BUI asks that you direct the County Attorney of Chesterfield to respond to this letter with the date that the Board of Supervisors will consider BUI's claim.

In addition, to the extent required by Va Code § 15.2-1245, BUI has attached hereto, as **Exhibit "B,"** an affidavit in support of the Claim.

Moreover, to ensure the Board has additional relevant information related to the Claim to make an informed decision, BUI attaches hereto supplemental information in support of the Claim. Specifically, Change Order No 1. showing partial payment of some of the claim costs is attached hereto as **Exhibit "C."**

If there are any deficiencies with BUI's Claim that would prevent the Board of Supervisors from rendering a decision on the merits, or if the Board would like additional information to consider the Claim, please advise so we can review the request and assist the Board in making a decision.

Please advise if the Board of Supervisors would be willing to meet to discuss resolution of the claim.

Sincerely,

Reaves PLLC

Jesse B. Gordon, Esq.

enc.

cc: Client (by email only)

Jeffery L. Mincks (w. encl)
County Attorney
P.O. Box 40
Chesterfield, VA 23832
(via email at mincksj@chesterfield.gov and via First Class Mail, & Certified Mail Return Receipt Requested)

Stephanie Brown MBA, CPPB, NIGP-CCP (w. encl)
Procurement Director
Chesterfield County
9901 Lori Rd., Room 303
Chesterfield, VA 23832
(via email at procurement@chesterfield.gov and via First Class Mail, & Certified Mail Return Receipt Requested)

Tim Easter
Chesterfield County
9840 Government Pkwy.
Chesterfield, Va 23832

Heather Campbell
Deberry Engineers, Inc.
4805 Lake Brook Drive, Suite 200
Glen Allen, Va 23060

EXHIBIT A

REAVES GovCon

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1750 Tysons Blvd., Suite 1500
McLean, VA 22102

June 23, 2025

First Class Mail and Certified Mail Return Receipt Requested
Stephanie Brown MBA, CPPB, NIGP-CPP
Procurement Director
Chesterfield County
9901 Lori Road
Room 303
Chesterfield, Virginia 23832

Re: Hopkins Road to Route 1 Waterline Improvements / Utilities Project No. 19-0225
Chesterfield County / Bridgeman Underground, Inc.
Claim Pursuant to Virginia Code § 2.2-4364

Dear Ms. Brown:

This firm and undersigned counsel represents Bridgeman Underground, Inc. ("BUI") related to its work on the Hopkins Road to Route 1 Waterline Improvements project (the "Project"). This letter is BUI's claim pursuant to Virginia Code § 2.2-4364 for its costs to install the SCADA controls which were not included in the contractual scope of work.

Facts

1. BUI submitted its bid for the Project on or about July 27, 2023.

2. In preparing its bid, BUI did not include any costs for the procurement and installation of the SCADA controls.

3. The bid documents state that the SCADA Controls are not included in the scope of work:

   a. On page D-1 of the Bid Manual, it states in paragraph 4 that the contractor will "[i]nstall two new vaults, each with associated flow control valve, piping, and electrical. Further paragraph 5 states that the contractor will "[c]oordinate with

the integrators and install system per their scopes." (Ex. 1). This provision requires the contractor to install the work in the vault. It does not require installation of the controls which are not in the vault and has no reference to the controls hardware or software other than to coordinate with the integrators.

b. Page G-24 paragraph CC of the manual again states that the contractor is to "coordinate with the integrator". (Ex. 2).

c. In Specification 17000-1(1.2) it states: [t]he owner shall perform the work identified in paragraph C (Work By Others) below. The Contractor shall be responsible for coordinating with the Owner as required to ensure that a complete and functional system is required. Paragraph C states:

> Work of this Specification shall include engineering, furnishing, installing, start-up, calibrating, and testing of all new instrumentation and control systems required for the construction, integration and commissioning of a complete process instrumentation and control system. Total integration of field-mounted instrumentation, control devices, and process equipment furnished and installed as work of this section of the Specifications, and of similar equipment furnished and installed as work of other sections shall be the responsibility of this section of the Specifications. (Ex. 3, Specification 17000 (1.2)(C)). In this section, the Specifications identify that the SCADA controls will be owner provided as Work by Others.

4. BUI was awarded the Project.

5. On January 31, 2024, BUI submitted an RFI concerning the SCADA installation and that the contract indicates that the work is to be provided by the owner. (Ex 4).

6. On February 6, 2024, Dewberry, the project engineer, responded that the work was to be contracted directly by the contractor.

7. Subsequent to the RFI and response, BUI and Chesterfield County agreed to a meeting to discuss whether the owner or contractor was responsible for the SCADA controls and integration.

8. The meeting between BUI and Chesterfield occurred on February 29, 2024 and Chesterfield told BUI that BUI was required to pay for the SCADA controls and integration.

9. On March 6, 2024, within ten days of the meeting where Chesterfield told BUI that it was responsible for the SCADA controls and integration, the occurrence, BUI submitted a notice of intent to file a claim. (Ex. 5).

Chesterfield Is Responsible For the Costs of the SCADA System Controls and Integration

The language in the contract either plainly states that Chesterfield will contract directly with the SCADA controls contractors or is ambiguous and will be construed against Chesterfield requiring it to pay for the SCADA controls contractors.

The contract states that Chesterfield will provide this work. Specification 17000-1(1.2)(C) states: [t]he owner shall perform the work identified in paragraph C (Work By Others) below. The Contractor shall be responsible for coordinating with the Owner as required to ensure that a complete and functional system is required." (Ex. 2)(emphasis added). The reference is to section C which states[1]:

> Work of this Specification shall include engineering, furnishing, installing, start-up, calibrating, and testing of all new instrumentation and control systems required for the construction, integration and commissioning of a complete process instrumentation and control system. Total integration of field-mounted instrumentation, control devices, and process equipment furnished and installed as work of this section of the Specifications, and of similar equipment furnished and installed as work of other sections shall be the responsibility of this section of the Specifications.

(Ex. 3). Moreover, this clause is included in Section 17000 which is titled General Requirements for Process Instrumentation and Control Systems. Therefore, the plain language of the contract states that the owner will perform the engineering, furnishing, installing, start-up, calibrating, and testing of all new instrumentation and control systems required for the construction, integration and commissioning of a complete process instrumentation and control system.

This is reinforced by other sections in the Specifications which state that BUI will coordinate with the controls contractors or integrators. On both pages D-1 and G-24 of the Bid Manual, it says that BUI will "coordinate with the integrators." It is clear that coordinate means work in tandem with or cooperate and not contract with. This is clear from the proposals provided by Kapsch and Autologic Engineering. In both of the proposals, the contractors state that they will coordinate with others and that is not a reference to subcontracting. For example, in the Autologic proposal a portion of the scope of work states that it will "[c]oordinate with the Network Integrator and SCADA system Contractor regarding integration and testing." (Ex. 6). This language in the Autologic proposal does not mean that Autologic will contract with the Network Integrator. It means only that Autologic will work together with the contractor. Similarly, the use of coordinate in BUI's scope of work was a clear indication that BUI would work with the Network Integrators and not contract with them directly.

---

[1] This provision states that Section C is "below". Section C is actually above, but this is a clear error in the Specifications as there is no other Section C in this specification that would be appropriate. If the provision is not referring to this Section C which BUI identifies in this claim, then Chesterfield must identify what other Section C, the Specifications are referring to, identify what work Chesterfield is self-performing and issue a credit for that work to BUI.

In response to the RFI, Dewberry, the Project Engineer, pointed to Specification Section 17010 Integrators at 2.1, 2.2 and 2.3. These sections say that Contractor shall "obtain the services of" the proper contractor. (Specifications 17010 @ 2.1, 2.2 and 2.3). 17010 is a subsection to 17000 and therefore the provision which says that the owner will provide the SCADA controls and integration controls over the later section. Moreover, the word "obtain" is an odd choice as typically the proper verb would be to procure or provide which would instruct the bidder to pay for the services.

Even if 17010 meant that BUI was to procure the work, it would then be in conflict with 17000 and the Specifications would be ambiguous. Contradictory provisions in an instrument are ambiguous, even if the words themselves are not. See *McLean v. Piedmont & Arlington Life Ins. Co.*, 70 Va. (29 Gratt.) 361, 378 (1877); *Lynchburg Fire Ins. Co. v. West*, 76 Va. 575, 585-86 (1882). Further, In the event of an ambiguity in the written contract, such ambiguity must be construed against the drafter of the agreement. *Martin & Martin, Inc. v. Bradley Enters., Inc.*, 256 Va. 288, 291, 504 S.E.2d 849, 851 (1998)(emphasis added). It cannot be disputed that Chesterfield was the drafter of the Specification. BUI and others were only able to bid on the contract and not negotiate. As a result, if the contract is ambiguous, it will be interpreted against Chesterfield and Chesterfield will be held responsible for the costs of the SCADA controls installation and integration.

BUI's interpretation of the contract was reasonable based on Chesterfield's past procurements. In bid documents for the Iron Bridge Road Water Line, the bid sheet contained a line item and dollar value for the integrators. (Ex. 5). Additionally, in that procurement, the proposals from the Network Integrators were addressed to all bidders and not to Chesterfield or the project engineer. (Ex. 5). As a result, it was clear in the Iron Bridge Road Water Line bid documents that the contractor would pay the integrators. This was not the case on the Project where the proposals were addressed to either the project engineer or Chesterfield. Additionally, there was no bid form that included the cost for the SCADA controls contractors. Chesterfield had in the past drafted specifications which clearly identified who would be responsible for retaining the SCADA controls contractor. However, it chose for the Project to not use those documents and even stated in the Specifications for the Project that the work would be owner provided.

BUI's Costs

BUI requests compensation in the amount of $292,106.00. This is the amount of the Autologic, Emerge and Kapsh quotes form Exhibit G of the Contract. Chesterfield has already compensated BUI for the cost increase between the amounts identified in these control contractors' proposals and the amounts actually charged for the work.

Conclusion

Based on the foregoing, BUI submits this claim pursuant to Virginia Code § 2.2-4364 and asks that Chesterfield issue a change order for $292,106.00 to BUI for procuring the SCADA controls work.

Please feel free to contact me if you would like to discuss this matter.

Sincerely,

REAVES PLLC



Jesse B. Gordon

enc.

cc: Client (by email only)

Tim Easter
Chesterfield County
9840 Government Center Pkwy.
Chesterfield, Virginia 23832

Heather Campbell
Dewberry Engineers, Inc.
4805 Lake Brook Drive, Suite 200
Glen Allen, Virginia 23060

DESCRIPTION OF PROJECT

COUNTY OF CHESTERFIELD, VIRGINIA
HOPKINS ROAD TO ROUTE 1 WATERLINE IMPROVEMENTS
UTILITIES PROJECT NO. 19-0225
DEWBERRY PROJECT NO. 50117507

The project consists of the installation of 16-inch waterline in two separate segments to replace and upsize existing waterlines, and the installation of two flow control vaults. Segment 1 is approximately 3,500 linear feet with starting connection point at Hopkins Road and ending connection point at Walmsley Boulevard. Segment 2 is approximately 6,800 linear feet with starting connection point at Space Road and ending connection point at Cogbill Road. Segment 2 includes a trenchless crossing of CSX Railroad. Work for this project generally includes:

(1) Furnish and install approximately 10,146 LF of 16 inch, 150 LF of 12 inch, 136 LF 8-inch, and 131 LF of 6 inch Ductile Iron (DI) water main by open-cut excavation, along with associated valves, fittings, hydrants, and associated appurtenances.

(2) Install 192 LF of 30-inch Steel Casing and 16 inch DI water main by boring under Railroad.

(3) Install 75 water service transfers.

(4) Install two new vaults, each with associated flow control valve, piping, and electrical service.

(5) Coordinate with the integrators and install system per their scopes.

(6) Demolish vault and associated valves, and furnish and install new piping.

(7) Install necessary erosion and sediment control measures and provide traffic control.

(8) Complete site restoration.



CC. **HOPKINS RD FLOW CONTROL VALVE AND VAULT WORK COMPLETE** - Lump sum price furnishing and installing all items that are included in the new valve vault area, which includes, but is not limited to, gravel access drive, excavation, shoring, flow rate control valve, vault, piping, valves, fittings, electrical work, coordination with integrator, and site restoration.

DD. **BELLWOOD FLOW CONTROL VALVE AND VAULT WORK COMPLETE** - Lump sum price furnishing and installing all items that are included in the new valve vault area, which includes, but is not limited to, gravel access drive, excavation, shoring, flow rate control valve, vault, piping, valves, fittings, electrical work, coordination with integrator, and site restoration.

EE. **DEMOLISH WALMSLEY PRV COMPLETE** - Lump sum price for demolition of vault, piping, valves, furnishing and installing new piping and fittings, and site restoration.

FF. **TRAFFIC CONTROL** - Lump sum price shall include all work necessary to furnish, install, operate and remove traffic control devices, including flagmen, in accordance with plans, specifications and VDOT Work Area Protection Manual.

GG. **MOBILIZATION** - Lump sum price shall include all work necessary to mobilize, demobilize and remobilize as necessary to perform work in accordance with the project plans and specifications. Cost for this item shall not exceed 3% of total bid.

54. **AUDIT OF VENDOR RECORDS**

Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges and compliance related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the County to the Contractor pursuant to this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.



SECTION 17000

GENERAL REQUIREMENTS FOR PROCESS INSTRUMENTATION AND CONTROL SYSTEMS

PART 1- GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of Contract, including General and Supplementary Conditions, apply to Work of this Section. Should there be any conflict between provisions or requirements elsewhere indicated and the provisions of this division, request written clarification by addendum prior to submission of bid or abide by the interpretation of the Engineer.

B. Contractor is responsible for providing all instruments shown in the Contract Drawings and/or as specified in the Specifications.

1.2 SUMMARY

A. General: This section specifies general requirements that are applicable to all process instrumentation and control systems.

B. Scope: The process instrumentation and control system shall include field-mounted process variable transmitters and primary elements, control devices, programmable automation controllers, control panel assemblies, local control panels, signal conditioning equipment, and utility and support systems; unless otherwise noted below. The process instrumentation and control system shall be configured as specified herein and as indicated on the Drawings.

C. Work of this Specification shall include engineering, furnishing, installing, start-up, calibrating, and testing of all new instrumentation and control systems required for the construction, integration and commissioning of a complete process instrumentation and control system. Total integration of field-mounted instrumentation, control devices, and process equipment furnished and installed as work of this section of the Specifications, and of similar equipment furnished and installed as work of other sections shall be the responsibility of this section of the Specifications.

The Owner shall perform the work identified in paragraph C (Work by Others) below. The Contractor shall be responsible for coordinating with the Owner as required to ensure that a complete functional system will be provided.

1.3 Codes and Standards

A. Electrical Code Compliance: Comply with applicable local code requirements of the authority having jurisdiction and the National Electrical Code, NFPA 70.



B. NEMA Compliance: Provide components which comply with the following standards:

1. NEMA 250 Enclosures for Electrical Equipment (1000 Volts Maximum)

C. ISA Compliance: Provide methods and components which comply with the following standards:

1. ISA RP-60.11 Crating, Shipping and Handling for Control Centers

2. ISA S51.1 Process Instrumentation Terminology

D. ANSI Compliance: Provide methods and components which comply with the following standards:

1. ANSI B16.5 Pipe Flanges and Flanged Fittings

E. API Compliance: Provide methods and components which comply with the following standards:

1. API RP550 Manual on Installation of Refinery Instruments and Control Systems, Part I - Process Instrumentation and Control Sections 1 Through 13

F. ASTM Compliance: Provide methods and components which comply with the following standards:

1. ASTM A269 Seamless and Welded Austenitic Stainless Steel Tubing for General Service

1.4 QUALITY ASSURANCE, STANDARDS, DEFINITIONS, AND SYMBOLS

A. General: Refer to general conditions section for general administrative/procedural requirements related to compliance with codes and standards. Materials and workmanship shall comply with all applicable codes, specifications, local ordinances, industry standards, and utility company regulations. In case of difference between codes, state laws, local ordinances, industry standards, utility company regulations, and the contract documents, the most stringent shall govern.

B. Contractor Qualifications: The contractor proposing to perform the work of Division 17 shall meet or exceed the following qualifications. Upon request by the Engineer and prior to award of the contract, the contractor shall be required to demonstrate compliance with the stated qualification requirements.

1. Involvement in 5 (minimum) projects of similar scope and size involving the design, integration, installation, testing and commissioning of industrial process instrumentation and control systems.

2. Shall have at the time of project advertisement an experienced engineering and technical staff capable of process control system design, integration, testing, and commissioning,

as well as a thorough understanding of industrial process instrumentation and control systems similar to that specified herein. Staff capabilities shall also include the preparation of system documentation and system operation and maintenance training.

C. Definitions:

1. General: The definitions of terminology used in these Specifications shall be defined in ISA Standard S51.1 unless otherwise specified.

2. Two-Wire Transmitter: A transducer which derives operating power supply from the signal transmission circuit and therefore requires no separate power supply connections. As used in this Specification, two-wire transmitter refers to a transmitter which produces a 4 to 20 milliampere current regulated signal in a series circuit with a 24 volt direct current driving potential and a maximum circuit resistance of 600 ohms. E.g. Loop Powered devices.

3. Four-Wire Transmitter: A transducer which derives operating power from separate power supply connections. A four-wire transmitter produces a 4 to 20 milliampere current regulated signal in a series circuit with a maximum circuit resistance of 600 ohms. Four-wire transmitters typically require 120 volt alternating current or 24 volt direct current input power supply. E.g. externally or independently powered devices.

4. Galvanic Isolation: Pertaining to an electrical node having no direct current path to another electrical node. As used in this Specification, galvanic isolation refers to a device with electrical inputs and/or outputs which are galvanically isolated from ground, the device case, the process fluid, and any separate power supply terminals, but such inputs and/or outputs are capable of being externally grounded without affecting the characteristics of the devices or providing path for circulation of ground currents.

5. Panel: An instrument support system which may be either a flat surface, a partial enclosure, or a complete enclosure for instruments and other devices used in process control systems. Panels may provide mechanical protection, electrical isolation, and protection from dust, dirt, and chemical contaminants which may be present in the atmosphere. Panel shall include consoles, cabinets and racks.

6. Data Sheets: Data sheets as used in this Specification shall be provided.

7. Signal Types: The following types of signals are used in systems specified in this division.

8. High Level Analog: Signals with full output level greater than 100 millivolts but less than 30 volts, including 4-20 mA transmission.

9. Digital Code: Coded information such as that derived from the output of an analog to digital converter or the coded output from a digital computer or other digital transmission terminal. This type includes those cases where direct line driving is utilized and not those cases where the signal is modulated.

referenced to similar drawings for other related system such as motor control centers, equipment control panels, local control panels, field-mounted instruments, etc. All interfaces to remote systems shall include panel and /or equipment designations, wire numbers, and terminal designations.

4. Connection Diagrams: Connection diagrams for panels shall be provided by the Contractor. Connection diagrams shall show components of a control panel in an arrangement similar to the actual layout of the panel. Input/output system wiring diagrams shall be organized by input/output module. All connections to an input/output module shall be indicated on a common drawing. Internal wiring between devices within the panel shall be shown on these diagrams. Connection diagrams shall show all terminal blocks whether used for internal or field wiring. Those used for field wiring shall be clearly identified as such. Wiring diagrams shall indicate insulation color code, signal polarities, and shall show wire numbers and terminal block numbers.

5. Interconnection Diagrams: Interconnection diagrams shall be provided by the Contractor for field wiring. Interconnection diagrams shall show each panel and field devices. Wire numbers, cable numbers, raceway numbers, terminal box numbers, terminal block numbers, panel numbers, and field device tag numbers shall be shown.

6. Panel Layout and Assembly Drawings: Panel layout and assembly drawings shall provide dimensioned front and backpanel equipment layouts and sections showing clearances between face and rear mounted equipment. Drawings shall include bill of materials, PLC layout and configuration and individual PLC module configuration switch settings, jumper positions, and final addressing of all communication network nodes.

7. Equipment shall be identified on all drawings and diagrams by a functional description and a cross reference to the bill of materials. Drawings shall include a nameplate engraving schedule showing engraving by line, character size, and nameplate size.

1.5 RESPONSIBILITIES OF OWNER

A. Perform PLC programming based on the Functional Controls Description included under this Division.

B. Training and Documentation: Comprehensive training and system documentation shall be provided for all systems furnished as work of this section of the Specifications.

C. Drawings: Examine all Drawings relating to the project. Include all work, materials, and equipment mentioned or shown as being provided under this division. Refer to all Drawings and details in coordinating and completing the work. Report any discrepancies, conflicts, or omissions; accomplish work required for conformance and/or completion. The Contractor shall examine the mechanical Drawings and specifications to determine actual locations, sizes, materials and ratings of process connections.

D. Specifications: Examine all specification divisions relating to the project. Include all work, materials, and equipment mentioned as being provided under this division. Report

any discrepancies, conflicts, or omissions; accomplish work require for conformance and/or completion.

1.6 RESPONSIBILITIES OF CONTRACTOR

A. Contractor is responsible to the Owner for performance of all systems.

1.7 SUBMITTALS

A. General: Compliance submittals shall be prepared and submitted in accordance with the Conditions of Contract, and this specification section. The types of submittals required for process instrumentation and control work are defined herein. Refer to each Division 17 specification section for additional requirements.

B. A copy of the respective specification section, with addendum updates included, and all referenced and applicable sections, with addendum updates included, with each paragraph check-marked to indicate specification compliance or marked to indicate requested deviations from specification requirements.

C. Check marks (in the margin adjacent to the beginning of the paragraph) shall denote full compliance with a paragraph as a whole. If deviations from the specifications are indicated and, therefore requested by the Contractor, each deviation shall be underlined and denoted by a number in the margin to the right of the identified paragraph. The remaining portions of the paragraph not underlined will signify compliance on the part of the Contractor with the specifications.

D. The submittal shall be accompanied by a detailed, written justification for each deviation. Failure to include a copy of the marked-up specification sections, along with justification(s) for any requested deviations to the specification requirements, with the submittal shall be sufficient cause for rejection of the entire submittal with no further consideration.

1.8 RECORD DRAWINGS AND SCHEDULES

A. General: Drawings submitted in accordance with the requirements of paragraph 17000-1.4 and all schedules included in Division 17 shall be provided as record drawings and submitted with the final Owner's Manuals. Drawings shall reflect the final constructed state of the instrumentation and control systems.

B. Format: Computer-aided drafting (CAD) drawing files shall be converted .DWG file format and provided in hard copy along with electronic backup unless otherwise specified. All CAD drawing files shall be updated to reflect final as-constructed state of the process instrumentation and control system.

1.9 MANUALS AND DATASHEETS

A. General: Submittals shall be in accordance with Conditions of Contract and the requirements of this specification section. Owner's Manuals shall be submitted complete

prior to commencing any startup or training activities; partial or incomplete data shall not be accepted.

B. Contact Information: Owner's Manuals information shall include the names, addresses, and telephone numbers of the manufacturer, the nearest representative of the manufacturer, and the nearest supplier of the manufacturer's equipment and parts.

C. As-Built Control Wiring Diagrams and Assembly Drawings: As-built control diagrams and assembly drawings shall be provided as specified in General PI&C Requirements.

D. Manufacturer's Literature: Manufacturer's literature shall include instructions for installation, startup, calibration, operation, and troubleshooting of the equipment as published by the original equipment manufacturer. Literature shall include full specification of each item in the system with associated equipment serial numbers, operating ranges, and pertinent data.

E. User Manuals: User manuals shall include a detailed description of how each equipment item operates and the procedures for installation, setup, programming, calibration and tuning of the equipment. A functional description of each operator control device, display, and indicator associated with the equipment shall be provided.

F. Programmable Logic Controller Manuals: Manufacturer's published manuals shall be provided for each component of the programmable automation controller system. Manuals shall include the following:

1. Installation and user manuals for each component type.

2. Processor instruction set reference manual.

3. Common procedures reference manuals.

1.10 Setup, Configuration, and Nameplate Information

A. General: A written record of the following information shall be provided in its entirety.

B. Setup and configuration parameters in including all parameters left in the factory default state.

C. Configuration switch/jumper positions.

D. Nameplate Information: Nameplate information shall be provided for all nameplates located on the applicable equipment item. Nameplate information shall be a precise duplication of the information presented on the nameplate and shall contain no superfluous data or information interspersed amongst other data relative to the equipment. A legible digital image of the nameplate shall be acceptable.

E. Applicable Equipment: Setup, configuration, and nameplate information shall be provided for the following equipment types. The specified information shall be consolidated and organized by equipment item.

1. Process variable transmitters.

2. Process analyzers.

3. Process switches.

4. Signal conditioners.

5. Solid state motor starters and overload relays.

6. Adjustable frequency drives.

7. Communications settings (e.g. Ethernet)

F. Organization: Owner's manuals shall be organized as individual volumes described below as applicable. Each volume shall be assembled in a slant D-ring binder sized to provide twenty percent spare binder capacity. Each volume shall include a table of contents with tabbed dividers.

1. Drawings: Binders for drawings shall be sized to accommodate the drawings in their original size as specified.. Drawings shall be assembled in the binders with an engineering fold exposing a right hand reference edge. Individual drawing volumes shall be provided for each process facility with individual tabbed sections for each control panel, motor control center, or adjustable frequency drive located in the facility.

2. Process Instrumentation: Volumes for process instrumentation shall have major sections organized by instrument type. Each major section shall have subsections that include the contact information, manufacturer's literature, and user manuals for each instrument type followed by the setup, configuration, and nameplate information for each instrument of the associated type.

3. Control Panel Hardware: Volumes shall include contact information, manufacturer's literature, and user manuals for all hardware systems mounted in control panels including power conditioning equipment, power distribution equipment, active and passive network hardware, and environmental control systems.

4. Programmable Automation Controllers: Volumes shall include contact information, manufacturer's literature, and user and reference manuals in accordance with this specification.

PART 2- PRODUCTS

2.1 EQUIPMENT AND MATERIALS

A. Equipment and material shall be new, free from defects, and of the quality specified. Each type of instrument, instrument accessory, and device shall be by the same manufacturer throughout the work. Standard production materials shall be used wherever possible.

2.2 SYSTEM RESOURCE CONFIGURATION

A. The process instrumentation and control system shall be the total integration of field-mounted instruments and control devices, equipment control panels, local control panels, and programmable automation controllers. The process instrumentation and control system configuration, architecture and functional requirements are defined by these Specifications, the Drawings, and the Instrument Index. The Specifications, Drawings, and the Instrument Index shall each be considered complementary to the other for complete definition of the system requirements. All work indicated by one but not the other and vice versa, shall be considered work of this Specification and shall be provided.

2.3 INSTRUMENT IDENTIFICATION

A. Identification Tags: All instruments, including process variable transmitters, analyzers, and switches, shall be provided with a 316 stainless steel identification tag attached to the instrument with 316 stainless steel wire. The instrument tag number shall be stamped in the identification tag in 1/8-inch minimum height characters.

B. Instrument Labeling: Where space is provided on the instrument faceplate for user labeling, an adhesive, machine-printed label with black lettering on white background shall be provided. The label shall identify the instrument tag number, description, and operating range with engineering units.

PART 3- EXECUTION

3.1 INSTALLATION

A. General: Equipment shall be located so that it is readily accessible for operation and maintenance. Where installation procedures are not specified herein, API RP550 shall be used as a guide.

B. Sensitive electronic equipment shall not be installed until all construction activities that result in the production of any air borne matter such as dust, dirt, paint, etc., are completed. Such equipment includes, but not by way of limitation, programmable automation controllers, DC power supplies, uninterruptible power supplies, and network hardware.

C. Field Equipment: Equipment shall be provided as specified on the Drawings such that ports and adjustments are accessible for in-place testing and calibration. Where possible, equipment shall be located between 48 inches and 60 inches above the floor or a permanent work platform. Instrumentation equipment shall be mounted for unobstructed access, but mounting shall not obstruct walkways. Equipment shall not be mounted where shock or vibration will impair its operation. Support systems shall not be attached to handrails, process piping or mechanical equipment except for measuring elements and valve positioners. Instruments and cabinets supported directly by concrete or concrete block

walls shall be spaced out not less than 5/8 inch by framing channel between instrument and wall.

D. Support Systems: Support systems shall be constructed of materials complying with General Electrical Specifications. Support systems, including panels, shall be designed in accordance with Uniform Building Code for the applicable seismic zone and to prevent deformation greater than 1/8 inch under the attached equipment load and an external load of 200 pounds in any direction.

E. Electrical Connections:

1. General: Electric power wiring and equipment shall be in compliance with Division 16.

2. Signal Connections: Electric signal connections to equipment shall be made on terminal blocks or by locking plug and receptacle assemblies.

3. Conduit Connections: Liquidtight flexible conduit shall be used between equipment and rigid raceway systems except that flexible cable assemblies may be used where plug and receptacle assemblies are provided and the installation is not subject to mechanical damage in normal use. The length of flexible conduit or cord assemblies shall not exceed 2 feet. Flexible cable, receptacle and plug assemblies shall be used only where specified.

4. Surge Suppression

5. Control panel power shall have a surge arrestor approved by UL following the main disconnect. The surge arrestor shall be the appropriate voltage and rating for the panel,

6. Analog signals shall have surge arrestors and signal isolators approved by UL.

F. Signal Transmission:

1. Analog Signals: Signal transmission between electric or electronic instruments shall be 4 to 20 milliamperes and shall operate at 24 volts DC unless otherwise specified. Milli-ampere signals shall be current regulated and shall not be affected by changes in load resistance within the unit's rating. Measurement loops shall be grounded at external terminals by bonding to the instrument panel signal ground bus. The Contractor shall provide isolating amplifiers for field equipment possessing a grounded input or output.

2. Discrete Signals: Relay or switch contact configurations shall be as follows:

3. Alarms: Contact outputs used for alarm initiation shall be closed under normal conditions and shall open to initiate the alarm.

4. Control/Command: Contact outputs used to control equipment shall be normally open and shall close to initiate equipment operation.

5. Status: Contact outputs used to indicate equipment operating status shall be normally

open and shall close to indicate the active (run, ready, etc.) status.

G. Equipment located in hazardous areas shall be made safe for the specified conditions by use of intrinsic safety barriers approved by Underwriters Laboratories Inc. (UL)

H. DELIVERY, STORAGE, AND HANDLING

I. Deliver materials and equipment properly packaged. Utilize factory fabricated containers or wrappings for materials and equipment which protect materials and equipment from damage. All process control and instrumentation systems and equipment shall be stored in a clean, dry, temperature-controlled location. Inspect materials and equipment to ensure that no damage has occurred during shipment.

J. Store materials and equipment in original packaging and protect from weather and construction traffic. Wherever possible, store indoors; where necessary to store outdoors, store above grade and enclose with watertight wrapping.

K. Handle materials and equipment carefully to prevent physical damage to materials and equipment. Remove packaging, including the opening of crates and containers, avoiding the use of excessive hammering and jarring which could damage the materials and equipment contained therein. Do not install damaged materials or equipment; remove from site and replace damaged materials and equipment with new.

3.2 HOUSEKEEPING

A. Process instrumentation and control systems shall be protected from dust, water and damage during the construction period.

B. Upon completion of the work, remove all litter, waste material, unused materials, and Contractor's tools and equipment from the job site.

C. Thoroughly clean and remove all residue from interior surfaces.

D. Clean exterior surfaces of all materials and equipment and leave in an unblemished condition.

3.3 TESTING

A. Testing shall be performed by the Contractor in accordance with Specification 17030

END OF SECTION

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BRIDGEMAN UNDERGROUND INC.

BRIDGEMAN UNDERGROUND

BUI RFI #001	REQUEST FOR INFORMATION (RFI)		
CONTRACT NO. **19-0225**	CONTRACT TITLE **Hopkins Rd To RTE 1 Waterline Improvements**	RFI NO. **001**	PAGE NO. Page 1 of 7

Contractor's Request for Information

REQUESTED BY:	DATE REQUESTED:	POTENTIAL COST IMPACT?
JACOB TUCKER	**1/31/2024**	☑ Yes ☐ No POTENTIAL SCHEDULE IMPACT? ☑ Yes ☐ No

CONTRACTOR:	**BRIDGEMAN UNDERGROUND INC.**
RFI SUBJECT:	**SCADA Installation, Integration, and Testing**
SPEC. SECTION:	

INFORMATION REQUESTED:

In an email addressed to me on 1/3/2024 it was stated that the intent of the Autologic, Emerge, and Kapsh quotes included in the contract documents was for the Contractor to subcontract these companies to install, integrate, and test the flow control valve SCADA equipment for both flow control valves. However, on page D-1 of the bid manual under sections four (4) and five (5) it states that the contractor is to install two new vaults, each with associated flow control valves, piping, and electrical service as well as coordinate with integrators and install system per their scope. Also, on page G-24 in the pay item descriptions the contract again states that the contractor should coordinate with integrators. On prior projects bid with the County of Chesterfield the bid manual provided a line item for the installation, integration, testing of the SCADA controls as well as the provided quotes within the bid manual that were addressed attention all bidders, not the County or a representative of the County as was the case in these contract documents. It should also be noted that on page 17000-1 in the General Requirements under section C the bid manual states that the Owner shall perform the work identified in paragraph C(Work By Others) below. The Contractor shall be responsible for coordinating with the Owner as required to ensure that a complete functional system will be provided. BUI believed this language to mean that the Owner of the project had contracted these companies to perform their respective scopes on the Hopkins Rd Waterline Project and that BUI would only coordinate the work.

Was it the intent of the Engineer for the Contractor to subcontract the necessary companies to install, integrate, and test the SCADA control systems for the flow control valves?

EXHIBIT 4

ATTACHMENT:

associated appurtenances.

(2) Install 192 LF of 30-inch Steel Casing and 16-inch DI water main by boring under Railroad.

(3) Install 75 water service transfers.

(4) Install two new vaults, each with associated flow control valve, piping, and electrical service.

(5) Coordinate with the integrators and install system per their scopes.

(6) Demolish vault and associated valves, and furnish and install new piping.

(7) Install necessary erosion and sediment control measures and provide traffic control.

(8) Complete site restoration.

CC. **HOPKINS RD FLOW CONTROL VALVE AND VAULT WORK COMPLETE** - Lump sum price furnishing and installing all items that are included in the new valve vault area, which includes, but is not limited to, gravel access drive, excavation, shoring, flow rate control valve, vault, piping, valves, fittings, electrical work, coordination with integrator, and site restoration.

DD. **BELLWOOD FLOW CONTROL VALVE AND VAULT WORK COMPLETE** - Lump sum price furnishing and installing all items that are included in the new valve vault area, which includes, but is not limited to, gravel access drive, excavation, shoring, flow rate control valve, vault, piping, valves, fittings, electrical work, coordination with integrator, and site restoration.

C. Work of this Specification shall include engineering, furnishing, installing, start-up, calibrating, and testing of all new instrumentation and control systems required for the construction, integration and commissioning of a complete process instrumentation and control system. Total integration of field-mounted instrumentation, control devices, and process equipment furnished and installed as work of this section of the Specifications, and of similar equipment furnished and installed as work of other sections shall be the responsibility of this section of the Specifications.

The Owner shall perform the work identified in paragraph C (Work by Others) below. The Contractor shall be responsible for coordinating with the Owner as required to ensure that a complete functional system will be provided.

1.3 Codes and Standards

A. Electrical Code Compliance: Comply with applicable local code requirements of the authority having jurisdiction and the National Electrical Code, NFPA 70.

Owner Response			
ANSWERED BY:	Heather Campbell, PE	DATE RECEIVED:	1/31/24
TITLE:	Project Manager, Dewberry	DATE ANSWERED:	2/6/24

OWNER RESPONSE TO CONTRACTOR:

The Contractor is responsible for subcontracting the integration work included in the plans and specifications.

Specification Section 17010 Integrators, 2.1, 2.2, and 2.3 clearly states the Contractor's responsibility of obtaining the services of the Network Integrator, Systems Integrator, and SCADA System Contractor, clearly defines the approved Network Integrator, Systems Integrator, and SCADA System Contractor for this project with contact information and outlines the scope for each position, as well as references the associated scopes and fees in the Appendix.

Example From Other Project

INVITATION TO BID # ADMN18000124

FOR

COUNTY OF CHESTERFIELD, VIRGINIA

IRON BRIDGE ROAD WATER LINE

UTILITIES PROJECT NO. 16-0058

AUGUST 2017

CHESTERFIELD COUNTY
1749
VIRGINIA

COMMONWEALTH OF VIRGINIA
STEPHEN T. CROWE
No. 39778
1-11-2018
PROFESSIONAL ENGINEER

Prepared By:

AECOM

4840 Cox Road
Glen Allen, Virginia 23060
804-515-8300

Example From Other Project

Item No. & Estimated Quantity	Item	Unit Price	Item Amount
25. 3 EA.	5/8-Inch Water Service Connection (Short) @	$	$
26. 2 EA.	5/8-Inch Water Service Connection (Long) @	$	$
27. 1 EA.	Preassembled Flushing Mechanism @	$	$
28. Lump Sum	Waterline and Appurtenances Abandonment As Per Plan @	$	$
29. 3,800 L.F.	Silt Fence @	$	$
30. 250 L.F.	Super Silt Fence @	$	$
31. 15 EA.	Inlet Protection @	$	$
32. 275 S.Y.	Construction Entrance @	$	$
33. Lump Sum	Valve and Vault Area Work Complete (All Work Shown on Plan Sheets C-5 (Detail-A), E-1, E-2, E-3, and S-1) @	$	$
34. Lump Sum	Instrumentation and Control System Furnished and Installed by Kapsch (See Appendix - C) @ One Hundred and Nine Thousand Seven Hundred and Thirty Three No/100	$109,733.00	$

TOTAL (Items 1 - 34) = $

Example From Other Project

Attn: All Bidding Contractors

Date 9/5/2017

Subject: Chesterfield County-Iron Bridge Road Waterline-SCADA Interface Proposal

Dear Mr. Easterbrook
Kapsch TrafficCom USA, Inc. ("Kapsch") is pleased to offer this proposal to integrate the Iron Bridge Waterline Instrumentation and control upgrades into the current Addison-Evans DYNAC SCADA platform.

PRICING

Our price to provide the materials and services described in the 'Work Included' section is for the lump sum fixed value of: **$109,733**

TAXES, PERMITS & DUTIES

The above quoted price **DOES NOT** include any taxes, permits or duties which may be applicable to the proposed scope of work.

BONDS

Kapsch is fully bondable. However, the cost of bonds is **NOT** included in our quoted price.

FREIGHT

F.O.B. destination with full freight allowed to the job site if determined freight is needed.

WORK INCLUDED

The following section outlines the scope of services included in our proposal.

References

This proposal is based upon the following project plans and specifications:

- AECOM 95% Submittal, NFC (Working Set, dated Aug 2017, Job# 60519116)

General

The proposed scope of work is applicable to the following project site:

- Iron Bridge Road, Chesterfield VA

BRIDGEMAN

BRIDGEMAN

Bridgeman
Underground Inc.

Scanned/Emailed
3/6/2024

Jacob Tucker
5662 Mooretown Rd
Williamsburg, Virginia 23188
Jacob@BridgmanUnd.com

Tim Easter
9840 Government Center Pkwy
Chesterfield, VA 23832
EasterT@Chesterfield.gov

RE: ***Notice of Intent to File a Claim #001 – Hopkins Rd Waterline Flow Control Valve SCADA***

Mr. Easter,

(RE: 001 Invoices)

In an email addressed to me on January 3, 2024, it was stated that the intent of the Autologic, Emerge, and Kapsch quotes included in the contract documents were for the Contractor to subcontract these companies to install, integrate, and test the flow control valve SCADA equipment for both flow control valves. However, on page D-1 of the bid manual under sections four (4) and five (5) it states that the contractor is to install two new vaults, each with associated flow control valves, piping, and electrical service as well as coordinate with integrators and install system per their scope. Also, on page G-24 in the pay item descriptions the contract again states that the contractor should coordinate with integrators. On prior projects bid with the County of Chesterfield the bid manual provided a line item for the installation, integration and, testing of the SCADA controls as well as the provided quotes within the bid manual that were addressed attention all bidders, not the County or a representative of the County as was the case in these contract documents. It should also be noted that on page 17000-1 in the General Requirements under section C, the bid manual states that the Owner shall perform the work

EXHIBIT
5

identified in paragraph C (Work By Others) below. The Contractor shall be responsible for coordinating with the Owner as required to ensure that a complete functional system will be provided. This language indicated to bidders that the Owner of the project had contracted these companies to perform their respective scopes on the Hopkins Rd Waterline Project and that BUI would only coordinate the work.

In Bridgeman Underground, Inc.'s ("BUI") request for information ("RFI") #001 dated January 31, 2024(shown in italics at the beginning of this document), Dewberry representative Heather Campbell responded affirming the initial email response previously mentioned. In this RFI, BUI notes and shows multiple examples of the ambiguities and errors throughout this specification that lead the contractor at bid time to assume that the work would not be covered under this contract. BUI also showed an example of a previous Chesterfield County project that also included SCADA integration quotes in the contract, however, these quotes were addressed to all bidders at bid time. This example contract also provided a clear line item and description of the SCADA integration and was considered clear at bid time what it encompassed. These examples have been attached to this document for reference.

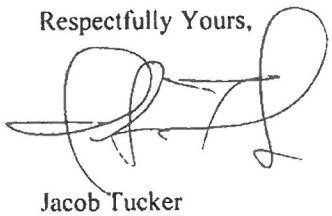
The General Requirements of spec section 17000 govern the installation and integration of the SCADA systems required to operate the proposed flow control valves. BUI has identified multiple ambiguities throughout the entire 17000 specification section in the contract such as the note comparison of 17000-1 and 17010. Contractual provisions are considered ambiguous when they may be understood in more than one way, or if they may be construed to refer to two or more things at the same time. Further, any ambiguities will be construed against Chesterfield County and the drafter of the contract. In this instance BUI reasonably interpreted the contract's repeated use of the word coordinate in reference to the SCADA installation and integration to mean that BUI would only coordinate and not contract with the contractors. Coordinate is defined as bringing into a common action, movement, or condition, which directly conflicts with subcontract or obtain the services of a subcontractor. Moreover, in the Construction industry coordinate is typically used to reference contractors or parties that you work with but are not contracted with. For example, contacts often require trades to coordinate their work with other trades so as to not delay the project.

Due to the blatant misuse of this term, BUI was led to believe that Chesterfield County Department of Public Utilities would be obtaining the services of the subcontractors listed in the contract documents and the contractor would simply coordinate the work onsite and hence this item was not accounted for by BUI in its bid submitted at bid time.

During BUI's meeting with Chesterfield County on Thursday the 29th of February 2024 regarding this issue, Dewberry representatives stated that this issue was covered extensively in the pre-bid conference however no meeting minutes were prepared and none of this information was supplied to the bidders as an addendum to the contract documents.

Bridgeman Underground, Inc. is committed to performing all aspects of the Hopkins Road Waterline Improvements project in a workmanlike manner but disagrees with the County's assessment of the situation. In accordance with section sixty-one ("61") of the contract documents *Procedures For Claims And Disputes*, please accept this letter as well as the attached supporting documentation as Bridgeman Underground, Inc.'s notice of intent to file a claim for all cost associated with the installation and integration of the SCADA/Communications equipment and software required to operate the proposed flow control valves on this project.

Respectfully Yours,



Jacob Tucker
Project Manager

ATTACHMENT:

CC. HOPKINS RD FLOW CONTROL VALVE AND VAULT WORK COMPLETE - Lump sum price furnishing and installing all items that are included in the new valve vault area, which includes, but is not limited to, gravel access drive, excavation, shoring, flow rate control valve, vault, piping, valves, fittings, electrical work, coordination with integrator, and site restoration.

DD. BELLWOOD FLOW CONTROL VALVE AND VAULT WORK COMPLETE - Lump sum price furnishing and installing all items that are included in the new valve vault area, which includes, but is not limited to, gravel access drive, excavation, shoring, flow rate control valve, vault, piping, valves, fittings, electrical work, coordination with integrator, and site restoration.

C. Work of this Specification shall include engineering, furnishing, installing, start-up, calibrating, and testing of all new instrumentation and control systems required for the construction, integration and commissioning of a complete process instrumentation and control system. Total integration of field-mounted instrumentation, control devices, and process equipment furnished and installed as work of this section of the Specifications, and of similar equipment furnished and installed as work of other sections shall be the responsibility of this section of the Specifications.

The Owner shall perform the work identified in paragraph C (Work by Others) below. The Contractor shall be responsible for coordinating with the Owner as required to ensure that a complete functional system will be provided.

1.3 Codes and Standards

A. Electrical Code Compliance. Comply with applicable local code requirements of the authority having jurisdiction and the National Electrical Code, NFPA 70.

GENERAL REQUIREMENTS *(Cont'd)*

Example From Other Project

INVITATION TO BID # ADMN18000124

FOR

COUNTY OF CHESTERFIELD, VIRGINIA

IRON BRIDGE ROAD WATER LINE

UTILITIES PROJECT NO. 16-0058

AUGUST 2017

Prepared By:

AECOM
4840 Cox Road
Glen Allen, Virginia 23060
804-515-8300

COMMONWEALTH OF VIRGINIA
STEPHEN T. CROWE
No. 39778
1-11-2018
PROFESSIONAL ENGINEER

Example From Other Project

Item No. & Estimated Quantity	Item	Unit Price	Item Amount
	5/8-Inch Water Service Connection (Short		
	1-Inch Water Service Connection (Long		
	Preassembled Plumbing Mechanism		
	Waterline and Appurtenances Abandonment As Per Plan		
	Super Silt Fence		
	Air Protection		
	Construction Entrance		
	Curb and Valve Area Work (Include "A" Work Shown on Detail Sheet (Detail A, B, C, D-1, D-2, and D-3)		
	Installation and Control System Furnished and Installed by Kapsch. See Appendix - C1		
	One Hundred and Nine Thousand Seven Hundred and Thirty Three No/100	$109,733.00	$

TOTAL (Items 1 - 34) = $ _____

Kapsch TrafficCom USA, Inc.

Example From Other Project

Attn: All Bidding Contractors

Date: 9/5/2017

Subject: Chesterfield County-Iron Bridge Road Waterline-SCADA Interface Proposal

Dear Mr. Easterbrook

Kapsch TrafficCom USA, Inc. ("Kapsch") is pleased to offer this proposal to integrate the Iron Bridge Waterline instrumentation and control upgrades into the current Addison-Evans DYNAC SCADA platform.

PRICING

Our price to provide the materials and services described in the 'Work Included' section is for the lump sum fixed value of: **$109,733**

TAXES, PERMITS & DUTIES

The above quoted price **DOES NOT** include any taxes, permits or duties which may be applicable to the proposed scope of work.

BONDS

Kapsch is fully bondable. However, the cost of bonds is **NOT** included in our quoted price.

FREIGHT

F.O.B. destination with full freight allowed to the job site if determined freight is needed.

WORK INCLUDED

The following section outlines the scope of services included in our proposal.

References

This proposal is based upon the following project plans and specifications:

- AECOM 95% Submittal "NFC" (Working Set" dated Aug 2017, Job# 60519116)

General

The proposed scope of work is applicable to the following project site:

- Iron Bridge Road, Chesterfield VA

Autologic
Engineering

569 B Southlake Blvd
North Chesterfield, VA 23236
(804) 675-3070

February 19, 2024

Jacob Tucker
Bridgeman Underground
5662 Mooretown Rd
Williamsburg, VA 23188

RE: Autologic Proposal #23 041 Chesterfield Hopkins & Bellwood Waterline Improvements _rev3

Dear Mr. Tucker:

Autologic LLC is pleased to provide hardware, programming, design services, and onsite support for the Chesterfield Hopkins and Bellwood waterline improvements project. A detailed Scope of Work is attached to this estimate.

Autologic's Lump Sum Cost for this project is **Two Hundred Sixty-Four Thousand Nine Hundred Dollars ($264,900).**

Invoicing shall be as follows for this proposal:

Invoice #	Milestone	% / $ amount
23-041-01	PO received	30% / $79,470
23-041-02	Design complete	20% / $52,980
23-041-03	Materials received	20% / $52,980
23-041-04	Programming complete	20% / $52,980
23-041-05	Site acceptance	10% / $26,490

Payment terms shall be NET 30. This proposal is valid for 30 days.

Autologic appreciates the opportunity to work with Bridgeman Underground on this project. Please feel free to contact me if you have any questions regarding this proposal.

Sincerely,
Ben Lape
Electrical & Controls Engineer

C: Scott Bradshaw, Stephen Riley, Mike Lynch, Aaron Mutter – Autologic LLC

Chesterfield County
Hopkins and Bellwood Waterline Improvements _rev3

A. Overview

This proposal is for the hardware, programming, design services, and onsite support for the Chesterfield Hopkins and Bellwood waterline improvements project. This proposal is derived from the specification document titled "2023.01 31 Hopkins Rd to Rte 1 Waterline - 100% Specs_FINAL resubmission" and plan document titled "2023.01.31 Hopkins Rd to Rte 1 Waterline - 100% Plans_FINAL resubmission" authored by Dewberry.

Autologic's scope of work for this project includes the following derived from Specification Section 17010 2.2.D

- The design, configuration, programming, testing, installation, start-up, training, and implementation of the Bellwood Road SCADA RTU Panel is the total responsibility of Autologic.
- Update data concentrator at AEWTP to support flow control valve vault communications to both the Hopkins Road RTU and Bellwood Road RTU
- Test and confirm telemetry from the BFCV to the AEWTP data concentrator.
- Provide new Bellwood RTU panel with PLC, UPS, mounting brackets, fittings, hardware, wire, and materials necessary for a turnkey installation
  Coordinate with the Network Integrator and SCADA System Contractor regarding integration and testing to include scheduling of work.
  - Coordination with the Network Integrator includes provision of panel space within the SCADA RTU Panel for the Modem/Firewall and all other equipment required by the Network Integrator Applicable to BFCV RTU only.
  - Coordination w th the SCADA System Contractor includes providing all data address points and locations to the SCADA System Contractor so that information can be displayed and used on the SCADA system.
  - Autologic shall provide reference documentation for work performed, including part numbers, I/O drawings, panel drawings, and a burned archival-grade compact disc with all the configuration and programming fi es for the devices installed or modified in this contract.

Specification sections considered under this proposal

- Specification Section 17000 General Requirements for Process Instrumentation and Control Systems
- Specification Section 17010: Integrators
- Specification Section 17030: Testing.
- Specification Section 17110: PLC Panel.
- Plans Section E1
- Plans Section E2
- Plans Section E3

The following sections detail what Autologic is providing for this project

B. PLC Hardware and instrumentation

Autologic shall provide the following equipment as part of the project scope as detailed in Section 17110 of spec document "2023.01.31 Hopkins Rd to Rte 1 Waterline 100% Specs_FINAL resubmission."

- New hardware for existing Hopkins Road RTU
  - 1 ea, enclosure side panel to mount Cla Val controller.
  - 1 ea, M340 Digital Input module, 16 point, 120VAC input
  - 1 ea, M340 Analog Output module, 4 point, 4..20mA
  - 6 ea, analog surge suppressors for 4-20mA circuits
  - All necessary terminal blocks, fusing, circuit breakers, for the new signals in the existing Hopkins Road RTU panel.
  - 1 ea, Anchor Scientific Eco-Float switch
- New Bellwood Road RTU with 25% spare I/O
  - 1 ea, NEMA 4X, Type 304 stainless steel enclosure.
  - 1 ea, outdoor rated air conditioning unit.
  - 1 ea, M340 12-slot backplane.
  - 1 ea, M340 PLC power supply.
  - 1 ea, M340 MBXP342020 CPU
  - 1 ea, M340 Digital Input module, 16 point, 120VAC input.
  - 1 ea, M340 Digital Output module, 16-point, relay output
  - 1 ea, M340 Analog Input module, 8 point, 4..20mA.
  - 1 ea, M340 Analog Output module, 4 point, 4..20mA
  - 1 ea, 1500VA UPS
  - 1 ea, 24VDC UPS with battery backup (600W) for dedicated Cla Val power
  - 1 ea, 24VDC control power supply
  - 1 ea, Unmanaged 5 port network switch
  - 1 ea, RTU panel intrusion detection switch.
  - 1 ea, Anchor Scientific Eco-Float switch
  - 12 ea, analog surge suppressors for 4-20mA circuits
  - All necessary terminal blocks, fusing, circuit breakers, for the new Bellwood Road RTU panel

- Spare Hardware:
  - 5 ea, analog surge suppressors for 4-20mA circuits.
  - 1 ea, M340 12-slot backplane
  - 1 ea, M340 PLC power supply
  - 1 ea, M340 Digital Input module, 16-point, 120VAC input
  - 1 ea, M340 Digital Output module, 16-point, relay output
  - 1 ea, M340 Analog Input module, 8-point, 4..20mA.
  - 1 ea, M340 Analog Output module, 4-point, 4..20mA

Equipment provided by Autologic is limited to that listed above.

C. **Electrical Design**

Autologic shall provide the following services as part of this project:

Autologic will create one set of PLC IO elementary drawings. Autologic design shall create the following new drawings for the Bellwood PLC panel using the specifications described in Section 17110.1.3.B of the document titled "2023.01.31 Hopkins Rd to Rte 1 Waterline - 100% Specs_FINAL resubmission:"

- Panel layout drawing with BOM (1 dwg).
- Terminal block layout drawing (1 dwg).
- Power distribution drawing (1 dwg)
- I/O module elementary drawings (4 modules, 4 dwgs).
- Network topology drawing (1 dwg)
- SCADA network drawing detailing communications path from SCADA to RTU. Drawing will include ports of ethernet switches, modems, and other hardware used for reliable communications.

Autologic will create one set of PLC IO elementary drawings. Autologic design shall update the existing drawings for the Hopkins Road PLC panel using the specifications described in Section 17110.1.3.B of the document titled "2023.01.31 Hopkins Rd to Rte 1 Waterline - 100% Specs_FINAL resubmission:"

- Add new I/O schematics for new PLC modules
- Update existing I/O schematics with new signal loops

D. **Software Development**

Autologic shall provide PLC programming for this controls upgrade as detailed on the plan document titled "2023.01 31 Hopkins Rd to Rte 1 Waterline - 100% Plans_FINAL resubmission." These items will be performed offsite at the Autologic office:

- Update code in the existing Hopkins Road PLC program to control flow through the new FCV.
- Develop the new Bellwood Road PLC program to control flow through the new FCV.
- Update code in the Addison Evens Data Concentrator PLC program
- Test/Simulate the PLC program and communications

E. **Onsite Services**

Autologic shall provide onsite services as described below:

- Onsite technical support for the electrical contractor. This includes answering questions, directing the installation of the new PLC, and directing termination of all wiring to the existing Hopkins Road RTU panel as well as the new Bellwood PLC panel. Limited to 96 hours.
- Onsite support of I/O checkout, commissioning, loop checks and troubleshooting associated with the existing Hopkins Road RTU and new Bellwood RTU. Limited to 64 hours.
- Onsite training support. Limited to 24 hours.

F. **Construction Services**

Autologic shall provide construction services as described below:

- Install new I/O modules, add terminal blocks, analog surge suppressors, and internal panel wiring to existing Hopkins Road RTU panel. Onsite construction hours are limited to thirty two (32) hours to perform this work. All other onsite construction labor will be by others.

G. **Project Deliverables**

Autologic shall provide the following deliverables:

- New hardware for the existing Hopkins Road PLC RTU in **Section B** of this proposal.
- New Bellwood PLC RTU enclosure and hardware in **Section B** of this proposal.
- Spare PLC hardware specified in **Section B** of this proposal
- Datasheets of all provided hardware in **Section B** with install instructions and wiring diagrams. These will be provided on a USB flash drive in PDF format.
- Construction services as described in **Section F** of this proposal.
- 1 ea, set of PLC IO and network drawings as described in **Section C** of this proposal. These will be provided as hardcopies as well as PDF and DWG files on a USB flash drive.
- 1 ea, Hopkins Road and Bellwood Road RTU I/O checkout documentation with wire pull, termination, I/O checklist sheets with testing procedures and signature areas for all points tested. This document will be submitted as detailed in Section 17030.4.1.A of the document titled 2023.01.31 Hopkins Rd to Rte 1 Waterline - 100% Specs_FINAL resubmission". These will be provided as hardcopies as well as PDF files on a USB flash drive
- Submittal documents as required under Section 17010 1.3. These will be provided as PDF files on a USB flash drive.
- Submittal documents as required under Section 17010.1.4. These will be provided as PDF files on a USB flash drive
- Submittal documents as required under Section 17010.1.5. These will be provided as PDF files on a USB flash drive
- Submittal documents as required under Section 17010 1.6. These will be provided as PDF files on a USB flash drive.
- Submittal documents as required under Section 17010 1.7. These will be provided as PDF files on a USB flash drive

H. **Timing/Schedule**

The project hardware orders can be placed immediately after receipt of order. Project schedule will be determined by lead times of hardware and field instruments. Project hardware will be ordered 8 weeks ARO to allow for system design. The schedule defining items are PLC hardware module availability and delivery.

I. **Assumptions and Exclusions**

- Autologic assumes that drawings for the existing Hopkins Road RTU panel are available in an AutoCAD or MicroStation format. Autologic has provided design time to update these drawings, not create new drawings for existing equipment.
- All new drawings created by Autologic shall be in AutoCAD format.
- Autologic has excluded Section 17110.1 6 C from the SI scope of work. Autologic will work to replace any faulty or inoperable PLC hardware as fast as possible
- Autologic supplied materials are limited to those specifically stated in this proposal.
- All onsite electrical construction is by others including, but not limited to conduit installation, running wire, and terminating field instrumentation signal wires to PLC terminals.

EXHIBIT B

Bridgeman Underground, Inc.

Claimant.

v.

County of Chesterfield

Debtor.

AFFIDAVIT OF TIME AND SERVICES

I, Jacob Tucker, being duly sworn, state as follows, but only to the extent this affidavit is required by law under Va Code § 15.2-1245:

1. Affiant Information

My name is Jacob Tucker. I am a resident of Virginia. As a Project Manager for the Claimant, I am familiar with the services performed as described below.

2. Statement of Services Rendered

The Claimant incurred costs pursuant to a contract between the Claimant and the County of Chesterfield for construction of the Hopkins Rd Rt 1 Waterline Improvements / Utilities Project No. 19-0225 ("Contract").

As further detailed in its claim submitted to Va Code §§ 15.2-1243 *et seq.* (the "Claim:"), the below listed services were performed for the County of Chesterfield pursuant to the Contract.

The total value of the services is $339,971.50. Pursuant to Change Order No 1 (attached to the Claim), the County paid for some of the services in the amount of $17,797.50, leaving an unpaid balance of $322,174.00, which is due and owing and subject to finance charges of 1% per month pursuant to the Va Code § 2.2-4352.

Item of Service Performed	Dates to the Item of Service	Cost of the Item of Service
Kapsch TrafficCom – make the DYNAC SCADA configuration changes to support the integration of the Hopkins Flow Control Valve and Belwood Flow Control Valve. (*see* Kapsch TrafficCom's proposal attached to the Claim for a full scope of work)	Invoice Dates	**Total: $31,450.00**
(Invoice # 486025SI01944 / Mobilization)	02/19/25	($6,290.00)

(Invoice # 486026SI00153 / SCADA Software Configuration) (Invoice # 486026SI00153 / System Training) (Invoice # #486026SI00154 / Final System Integration Testing);	3/27/25 4/30/25 4/30/25	($12,580.00) ($6,290.00) ($6,290.00)
Autologic LLC – design, configuration, programming, installation, training, and implementation of the Bellwood Road SCADA TRU Panel (*see* Autologic LLC's proposal attached to the Claim for a full scope of work) (Invoice # 23-041-01 / PO Received) (Invoice # 23-041-02 / Design Complete) (Invoice # 23-041-03 / Materials Reserved) (Invoice # 23-041-04 / Programming Complete) (Invoice # 23-041-05 / Site Acceptance)	Invoice Dates: 3/6/24; 10/3/24 12/2/24 3/26/25 6/9/25	**Total: $264,900.00** $79,470.00) ($52,980.00) ($52,980.00) ($52,980.00) ($26,490.00)
E-Merge Systems, LLC – provision of certain hardware and services to install the cell modem and confirm communications back to Addison Evans Water Treatment Plant	Invoice Dates:	**Total: $12,715**

(*see* E-Merge Systems, LLC's proposal attached to the Claim for a full scope of work) (Invoice # SIN042829) (Invoice # SIN044676)	10/31/24 01/31/25	($6,357.50) ($6,357.50)
Bridgeman Underground, Inc. – 10% markup on SCADA costs changes	(pursuant to the terms of the Contract)	**$30,906.50**
Finance Charges	(Va. Code Section 2.2-4352)	**1% per month**

The time to perform the work was actually and necessarily devoted to the performance of the services.

The costs stated above are further supported by invoices issued by each vendor, which are attached hereto as **Attachment "1."**

Despite demand, the Claimant has not received payment from the County of Chesterfield in violation of its contract with Claimant.

Accordingly, the County is indebted to Claimant for the services.

Claimant submits its claim to the County of Chesterfield pursuant to Va Code §§ 15.2-1243 *et seq*.

3. Verification

I declare under oath that the foregoing is true and correct to the best of my knowledge and belief.

Signature of Affiant: _____

Date: 12-09-2025

Subscribed and sworn to before me this 9th day of December, 2025.

Notary Public: _____
My Commission Expires: January 31, 2027
Registration No.: 8081650

ELIZABETH NILSA NAZARIO
Notary Public
Commonwealth of Virginia
My Commission Expires January 31, 2027
Commission ID# 8081650

Attachment 1

Kapsch TrafficCom

kapsch >>> challenging limits

Sales Invoice

Invoice Address
BRIDGEMAN UNDERGROUND
JACOB TUCKER
5662 MOORETOWN ROAD
23188 WILLIAMSBURG
VA
USA

Delivery Address
BRIDGEMAN UNDERGROUND
JACOB TUCKER
5662 MOORETOWN ROAD
23188 WILLIAMSBURG
VA
USA

Invoice Number	486025SI01944
Invoice Date	02/19/25
Customer Reference	
Customer Number	C00532
Tax No.	
External Document No.	
Job No.	GP0000016540-001
Contact Person	Hegwood Debbie
Phone	
E-Mail	Debbie.Hegwood@kapsch.net

Number	Description	Quantity	Unit	Unit / Price	Net Amount USD
	Mobilization	1	Lump Sum	6,290.00	6,290.00
				Total USD	**6,290.00**

Payment Terms Due in 30 days Due Date 03/21/25

Kapsch TrafficCom USA, Inc. |2855 Premiere Parkway, Suite F | Duluth, GA 30097 U.S.A.
Phone 678-473-6400 | Fax 678-473-9003 | FEIN 16-1317836 | www.kapsch.us
Electronic Payment: Bank Of America | Wire 026009593| Swift Code BOFAUS3N | Account 003348825970 | ACH 061000052
Mail Payment: Kapsch TrafficCom USA, Inc., PO Box 843832, Dallas, TX 75284-3832

Kapsch TrafficCom

Sales Invoice

Invoice Address
BRIDGEMAN UNDERGROUND
JACOB TUCKER
5662 MOORETOWN ROAD
23188 WILLIAMSBURG
VA
USA

Delivery Address
BRIDGEMAN UNDERGROUND
JACOB TUCKER
5662 MOORETOWN ROAD
23188 WILLIAMSBURG
VA
USA

Invoice Number	486026SI00153
Invoice Date	04/30/25
Customer Reference	
Customer Number	C00532
Tax No.	
External Document No.	
Job No.	GP0000016540-001
Contact Person	Hegwood Debbie
Phone	
E-Mail	Debbie.Hegwood@kapsch.net

Number	Description	Quantity	Unit	Unit / Price	Net Amount USD
	Final System Integration Testing	1	Lump Sum	6,290.00	6,290.00
				Total USD	**6,290.00**

Payment Terms Due in 30 days Due Date 05/30/25

Kapsch TrafficCom USA, Inc. |2855 Premiere Parkway, Suite F | Duluth, GA 30097 U.S.A.
Phone 678-473-6400 | Fax 678-473-9003 | FEIN 16-1317836 | www.kapsch.us
Electronic Payment: Bank Of America | Wire 026009593| Swift Code BOFAUS3N | Account 003348825970 | ACH 061000052
Mail Payment: Kapsch TrafficCom USA, Inc., PO Box 843832, Dallas, TX 75284-3832

Kapsch TrafficCom

Sales Invoice

Invoice Address
BRIDGEMAN UNDERGROUND
JACOB TUCKER
5662 MOORETOWN ROAD
23188 WILLIAMSBURG
VA
USA

Delivery Address
BRIDGEMAN UNDERGROUND
JACOB TUCKER
5662 MOORETOWN ROAD
23188 WILLIAMSBURG
VA
USA

Invoice Number	486026SI00154
Invoice Date	04/30/25
Customer Reference	
Customer Number	C00532
Tax No.	
External Document No.	
Job No.	GP0000016540-001
Contact Person	Hegwood Debbie
Phone	
E-Mail	Debbie.Hegwood@kapsch.net

Number	Description	Quantity	Unit	Unit / Price	Net Amount USD
	System Training	1	Lump Sum	6,290.00	6,290.00
				Total USD	**6,290.00**

Payment Terms Due in 30 days Due Date 05/30/25

Kapsch TrafficCom

kapsch >>> challenging limits

Sales Invoice

Invoice Address
BRIDGEMAN UNDERGROUND
JACOB TUCKER
5662 MOORETOWN ROAD
23188 WILLIAMSBURG
VA
USA

Delivery Address
BRIDGEMAN UNDERGROUND
JACOB TUCKER
5662 MOORETOWN ROAD
23188 WILLIAMSBURG
VA
USA

Invoice Number	486025SI02177
Invoice Date	03/27/25
Customer Reference	
Customer Number	C00532
Tax No.	
External Document No.	SCADA SOFTWARE CONFIGURATION
Job No.	GP0000016540-001
Contact Person	Gomez Jessica
Phone	
E-Mail	Jessica.Gomez@kapsch.net

Number	Description	Quantity	Unit	Unit / Price	Net Amount USD
	SCADA Software Configuration	1	Lump Sum	12,580.00	12,580.00
				Total USD	**12,580.00**

Payment Terms Due in 30 days

Due Date 04/26/25

Kapsch TrafficCom USA, Inc. |2855 Premiere Parkway, Suite F | Duluth, GA 30097 U.S.A.
Phone 678-473-6400 | Fax 678-473-9003 | FEIN 16-1317836 | www.kapsch.us
Electronic Payment: Bank Of America | Wire 026009593| Swift Code BOFAUS3N | Account 003348825970 | ACH 061000052
Mail Payment: Kapsch TrafficCom USA, Inc., PO Box 843832, Dallas, TX 75284-3832

Autologic LLC

569B Southlake Blvd.
North Chesterfield, VA 23236

Invoice

Date	Invoice #
3/6/2024	23-041-01

Bill To
Bridgeman Underground 5662 Mooretown Road Williamsburg, VA 23188

Terms	Project	PO #	PO Amount
Net 30	23-041 - Ches Hopkins & Bellwood Water	7691, 19-0225	$264,900

Description	Amount
PO Received (30% PO) No. 7691, 19-0225 Contact: Jacob Tucker	79,470.00

Contact Aaron Mutter at (804) 675-3070 for any questions.

Total	$79,470.00
Balance Due	$79,470.00

Autologic LLC

569B Southlake Blvd.
North Chesterfield, VA 23236

Invoice

Date	Invoice #
10/3/2024	23-041-02

Bill To

Bridgeman Underground
5662 Mooretown Road
Williamsburg, VA 23188

Terms	Project	PO #	PO Amount
Net 30	23-041 - Ches Hopkins & Bellwood Water	7691, 19-0225	$264,900

Description	Amount
Design Complete (20% PO) No. 7691, 19-0225 Contact: Jacob Tucker	52,980.00

Contact Meghan Mutter at accounts@autologicllc.com for any questions.

Total	$52,980.00
Balance Due	$52,980.00

Autologic LLC

569B Southlake Blvd.
North Chesterfield, VA 23236

Invoice

Date	Invoice #
12/2/2024	23-041-03

Bill To
Bridgeman Underground 5662 Mooretown Road Williamsburg, VA 23188

Terms	Project	PO #	PO Amount
Net 30	23-041 - Ches Hopkins & Bellwood Water	7691, 19-0225	$264,900

Description	Amount
Materials Received (20% PO) No. 7691, 19-0225 Contact: Jacob Tucker	52,980.00

Contact Meghan Mutter at accounts@autologicllc.com for any questions.

Total	$52,980.00
Balance Due	$52,980.00

Autologic LLC

569B Southlake Blvd.
North Chesterfield, VA 23236

Invoice

Date	Invoice #
3/26/2025	23-041-04

Bill To
Bridgeman Underground 5662 Mooretown Road Williamsburg, VA 23188

Terms	Project	PO #	PO Amount
Net 30	23-041 - Ches Hopkins & Bellwood Water	7691, 19-0225	$264,900

Description	Amount
Programming Complete (20% PO) No. 7691, 19-0225 Contact: Jacob Tucker	52,980.00

Contact Meghan Mutter at accounts@autologicllc.com for any questions.

Total	$52,980.00
Balance Due	$52,980.00

Autologic LLC

569B Southlake Blvd.
North Chesterfield, VA 23236

Invoice

Date	Invoice #
6/9/2025	23-041-05

Bill To

Bridgeman Underground
5662 Mooretown Road
Williamsburg, VA 23188

Terms	Project	PO #	PO Amount
Net 30	23-041 - Ches Hopkins & Bellwood Water	7691, 19-0225	$264,900

Description	Amount
Site Acceptance (10% PO) No. 7691, 19-0225 Contact: Jacob Tucker	26,490.00

Contact Meghan Mutter at accounts@autologicllc.com for any questions.

Total	$26,490.00
Balance Due	$26,490.00

INVOICE

E-Merge Systems, LLC
1314 E. Cary Street
Richmond, VA 23219
emergeaccounting@graymattersystems.com

Bill To / Billing Address	Ship To / Shipping Address	Invoice Number	Invoice Date
Bridgeman Underground ,	Bridgeman Underground ,	SIN042829	10-31-2024

PO # / Project Name	Customer Reference	Terms	Invoice Currency	Days Past	Due Date
7691, 19-0225 / 5328 - Bridgeman Underground - Chesterfield - WOPS Hopkins/Bellwood Support		Net 30	USD	1	10-31-2024

	Product Name	Quantity	Unit Price	Net Value
1	50% due upon receiving PO	1.00	$6,357.50	$6,357.50

Net Total	$6,357.50
Tax Total	$0.00
Invoice Total	$6,357.50
Payments Received	$0.00
Balance Outstanding	$6,357.50

Remit Payment To:
E-Merge Systems, LLC
100 Global View Drive, Suite 200
Warrendale, PA 15086
emergeaccounting@graymattersystems.com

Notice to Customers
Please verify any requests for changes in E-Merge's billing and/or banking information and payment instructions by telephone at +1-412-741-2410.

Notes
E-Merge Systems (E-Merge) reserves the right to calculate and apply service charges at a rate of 1.5% per month on all balances which are unpaid 30 days after invoice date. E-Merge reserves, and the purchasing company hereby grants E-Merge a purchase money security interest in all products and their proceeds, until E-Merge receives payment in full. The purchasing company authorizes E-Merge to prepare finance statements or any other instruments or documents reasonably necessary to protect E-Merge security interest in the products.

INVOICE

E-Merge Systems, LLC
1314 E. Cary Street
Richmond, VA 23219
emergeaccounting@graymattersystems.com

Bill To / Billing Address	Ship To / Shipping Address	Invoice Number	Invoice Date
Bridgeman Underground ,	Bridgeman Underground ,	SIN044676	01-31-2025

PO # / Project Name	Customer Reference	Terms	Invoice Currency	Days Past	Due Date
7691, 19-0225 / 5328 - Bridgeman Underground - Chesterfield - WOPS Hopkins/Bellwood Support		Net 30	USD	6	01-31-2025

	Product Name	Quantity	Unit Price	Net Value
1	50% due upon completion	1.00	$6,357.50	$6,357.50

Net Total	$6,357.50
Tax Total	$0.00
Invoice Total	$6,357.50
Payments/Credits Received	$0.00
Balance Outstanding	$6,357.50

Remit Payment To:
E-Merge Systems, LLC
100 Global View Drive, Suite 200
Warrendale, PA 15086
emergeaccounting@graymattersystems.com

Notice to Customers
Please verify any requests for changes in E-Merge's billing and/or banking information and payment instructions by telephone at +1-412-741-2410.

Notes
E-Merge Systems (E-Merge) reserves the right to calculate and apply service charges at a rate of 1.5% per month on all balances which are unpaid 30 days after invoice date. E-Merge reserves, and the purchasing company hereby grants E-Merge a purchase money security interest in all products and their proceeds, until E-Merge receives payment in full. The purchasing company authorizes E-Merge to prepare finance statements or any other instruments or documents reasonably necessary to protect E-Merge security interest in the products.

EXHIBIT C

CHANGE ORDER

Project No. **19-0225** Order No. **001**

Date: **April 18, 2024**

NAME OF PROJECT: **Hopkins Road to Route 1 Waterline Improvements**

OWNER: **Chesterfield County**

CONTRACTOR: **Bridgeman Underground Inc.**

The following changes are hereby made to the CONTRACT DOCUMENTS:

DESCRIPTION OF CHANGES: **Increase to Autologic and Emerge costs from quotes included in Project Manual.**

JUSTIFICATION: **The integrator quotes included in the project manual stated they were valid for 30 days and were dated June 2023. The project was awarded in January 2024, so Bridgeman asked for updated quotes. Autologic and Emerge had increased costs. See attached Contractor Change Order Request Summary.**

CHANGE TO CONTRACT PRICE:	Decrease in Contract Price	Increase in Contract Price
	$	$ 17,797.50

TOTALS	$	$ 17,797.50

NET CHANGE IN CONTRACT PRICE $ **17,797.50**

Original Contract Price	$ **7,919,697.00**
Previously Approved Change Orders	$ **N/A**
Current Adjusted Contract Price	$
The contract price due to this Change Order will be (**Increased**), (~~Decreased~~) by	$ **17,797.50**
The new adjusted contract price including this Change Order	$ **7,937,494.50**

CHANGE TO CONTRACT TIME:

(Must be completed with all change orders even when no change in Contract Time is made.)

Original Contract Time	**465** Days
Previously Approved Change Orders	**N/A** Days
Current Adjusted Contract Time	**465** Days
The contract time due to this Change Order will be (~~Increased~~), (~~Decreased~~) (**Unchanged**) by	**0** Days
The new adjusted contract time including this Change Order will be	**465** Days

---

This document will become a supplement to the Contract and all provisions will apply hereto.

Recommended by Heather A Campbell Digitally signed by Heather A Campbell DN: C=US, E=hcampbell@dewberry.com, O=Dewberry Engineers Inc., CN=Heather A Campbell Reason: I am approving this document Date: 2024.04.19 13:40:26 04'00' (Engineer) 4/19/24 (Date)

Approved by _____, VP (Officer of Contractor, Title) 4-22-24 (Date)

Approved by _____ (Procurement Director) _____ (Date)

BRIDGEMAN
UNDERGROUND

CONTRACTOR CHANGE ORDER REQUEST SUMMARY

PROJECT NAME: Hopkins Rd Waterline Improvements
PROJECT NO: CCUP 19-0225
C.O.R. NO.: 1
VDOT #
GENERAL CONTRACTOR: Bridgeman Underground Inc.
DATE: 4/18/2024
DESCRIPTION OF CHANGE: SCADA Integration and Testing Cost Changes

All Original Contract Terms Apply

General Contractor Direct Costs

Additive Costs

		QUANTITY		UNIT PRICE	TOTAL
N/A	SCADA Cost Changes	1.00	LS	$16,950.00	$16,950.00
N/A	Contractor Mark-Up	1.00	LS	$847.50	$847.50

Subtotal of Additive Cost $17,797.50

Deductive Costs

					$0.00
					$0.00
					$0.00
					$0.00

Subtotal of Deductive Cost $0.00

Total Direct Cost $17,797.50

Total Change Order Request $17,797.50

Signature of Acceptance

Contractor Signature Date

COR#001 COST BREAKDOWN

Autologic

Original	Updated	Delta	Total Updated	Delta
$ 248,200.00	$ 264,900.00	$ 16,700.00	$ 309,065.00	$ 16,950.00

Emerge

Original	Updated	Delta
$ 12,465.00	$ 12,715.00	$ 250.00

Kapsh

Original	Updated	Delta
$ 31,450.00	$ 31,450.00	$

Autologic
Engineering

5609 Southlake Blvd
North Chesterfield, VA 23236
(804) 675-8070

February 19, 2024

Jacob Tucker
Bridgeman Underground
5662 Mooretown Rd
Williamsburg, VA 23188

RE: Autologic Proposal #23-041 Chesterfield Hopkins & Bellwood Waterline Improvements _rev3

Dear Mr. Tucker:

Autologic LLC is pleased to provide hardware, programming, design services, and onsite support for the Chesterfield Hopkins and Bellwood waterline improvements project. A detailed Scope of Work is attached to this estimate.

Autologic's Lump Sum Cost for this project is **Two Hundred Sixty-Four Thousand Nine Hundred Dollars ($264,900)**.

Invoicing shall be as follows for this proposal:

Invoice #	Milestone	% / $ amount
23-041-01	PO received	30% / $79,470
23-041-02	Design complete	20% / $52,980
23-041-03	Materials received	20% / $52,980
23-041-04	Programming complete	20% / $52,980
23-041-05	Site acceptance	10% / $26,490

Payment terms shall be NET 30. This proposal is valid for 30 days.

Autologic appreciates the opportunity to work with Bridgeman Underground on this project. Please feel free to contact me if you have any questions regarding this proposal.

Sincerely,
Ben Lape
Electrical & Controls Engineer

C: Scott Bradshaw, Stephen Riley, Mike Lynch, Aaron Mutter – Autologic LLC

Chesterfield County
Hopkins and Bellwood Waterline Improvements _rev3

A. Overview

This proposal is for the hardware, programming, design services, and onsite support for the Chesterfield Hopkins and Bellwood waterline improvements project. This proposal is derived from the specification document titled "2023.01.31 Hopkins Rd to Rte 1 Waterline - 100% Specs_FINAL resubmission" and plan document titled "2023.01.31 Hopkins Rd to Rte 1 Waterline - 100% Plans_FINAL resubmission" authored by Dewberry.

Autologic's scope of work for this project includes the following derived from Specification Section 17010.2.2.D:

> The design, configuration, programming, testing, installation, start up, training, and implementation of the Bellwood Road SCADA RTU Panel is the total responsibility of Autologic.
> Update data concentrator at AEWTF to support flow control valve vault communications to both the Hopkins Road RTU and Bellwood Road RTU.
> Test and confirm telemetry from the BFCV to the AEWTF data concentrator.
> Provide new Bellwood RTU panel with PLC, UPS, mounting brackets, fittings, hardware, wire, and materials necessary for a turnkey installation.
> Coordinate with the Network Integrator and SCADA System Contractor regarding integration and testing to include scheduling of work.
> Coordination with the Network Integrator includes provision of panel space within the SCADA RTU Panel for the Modem/Firewall and all other equipment required by the Network Integrator. Applicable to BFCV RTU only.
> Coordination with the SCADA System Contractor includes providing all data address points and locations to the SCADA System Contractor so that information can be displayed and used on the SCADA system.
> Autologic shall provide reference documentation for work performed, including part numbers, I/O drawings, panel drawings, and a burned archival-grade compact disc with all the configuration and programming files for the devices installed or modified in this contract.

Specification sections considered under this proposal

- Specification Section 17000: General Requirements for Process Instrumentation and Control Systems
- Specification Section 17010: Integrators
- Specification Section 17030: Testing
- Specification Section 17110: PLC Panel
- Plans Section E1
- Plans Section E2
- Plans Section E3

The following sections detail what Autologic is providing for this project

B. PLC Hardware and instrumentation

Autologic shall provide the following equipment as part of the project scope as detailed in Section 17110 of spec document "2023 01 31 Hopkins Rd to Rte 1 Waterline - 100% Specs_FINAL resubmission"

- New hardware for existing Hopkins Road RTU
  - 1 ea, enclosure side panel to mount Cla Val controller
  - 1 ea, M340 Digital Input module, 16 point, 120VAC input
  - 1 ea, M340 Analog Output module, 4 point, 4-20mA
  - 6 ea, analog surge suppressors for 4-20mA circuits
  - All necessary terminal blocks, fusing, circuit breakers, for the new signals in the existing Hopkins Road RTU panel
  - 1 ea, Anchor Scientific Eco Float switch
- New Bellwood Road RTU with 25% spare I/O
  - 1 ea, NEMA 4X, Type 304 stainless steel enclosure
  - 1 ea, outdoor rated air conditioning unit
  - 1 ea, M340 12 slot backplane
  - 1 ea, M340 PLC power supply
  - 1 ea, M340 MBXP342020 CPU
  - 1 ea, M340 Digital Input module, 16 point, 120VAC input
  - 1 ea, M340 Digital Output module, 16 point, relay output
  - 1 ea, M340 Analog Input module, 8 point, 4-20mA
  - 1 ea, M340 Analog Output module, 4 point, 4-20mA
  - 1 ea, 1500VA UPS
  - 1 ea, 24VDC UPS with battery backup (600W) for dedicated Cla Val power
  - 1 ea, 24VDC control power supply
  - 1 ea, Unmanaged 5 port network switch
  - 1 ea, RTU panel intrusion detection switch
  - 1 ea, Anchor Scientific Eco Float switch
  - 12 ea, analog surge suppressors for 4-20mA circuits
  - All necessary terminal blocks, fusing, circuit breakers, for the new Bellwood Road RTU panel

- Spare Hardware
  - 5 ea, analog surge suppressors for 4-20mA circuits
  - 1 ea, M340 12-slot backplane
  - 1 ea, M340 PLC power supply
  - 1 ea, M340 Digital Input module, 16-point, 120VAC input
  - 1 ea, M340 Digital Output module, 16-point, relay output
  - 1 ea, M340 Analog Input module, 8-point, 4-20mA
  - 1 ea, M340 Analog Output module, 4-point, 4-20mA

Equipment provided by Autologic is limited to that listed above.

C. Electrical Design

Autologic shall provide the following services as part of this project.

Autologic will create one set of PLC IO elementary drawings. Autologic design shall create the following new drawings for the Bellwood PLC panel using the specifications described in Section 17110 1.3.B of the document titled "2023.01.31 Hopkins Rd to Rte 1 Waterline - 100% Specs_FINAL resubmission."

- Panel layout drawing with BOM (1 dwg)
- Terminal block layout drawing (1 dwg)
- Power distribution drawing (1 dwg)
- I/O module elementary drawings (4 modules, 4 dwgs)
- Network topology drawing (1 dwg)
- SCADA network drawing detailing communications path from SCADA to RTU. Drawing will include ports of ethernet switches, modems, and other hardware used for reliable communications.

Autologic will create one set of PLC IO elementary drawings. Autologic design shall update the existing drawings for the Hopkins Road PLC panel using the specifications described in Section 17110 1.3.B of the document titled "2023.01.31 Hopkins Rd to Rte 1 Waterline - 100% Specs_FINAL resubmission."

- Add new I/O schematics for new PLC modules
- Update existing I/O schematics with new signal loops

D. Software Development

Autologic shall provide PLC programming for this controls upgrade as detailed on the plan document titled "2023.01.31 Hopkins Rd to Rte 1 Waterline - 100% Plans_FINAL resubmission". These items will be performed offsite at the Autologic office:

- Update code in the existing Hopkins Road PLC program to control flow through the new FCV.
- Develop the new Bellwood Road PLC program to control flow through the new FCV.
- Update code in the Addison Evens Data Concentrator PLC program.
- Test/Simulate the PLC program and communications.

E. Onsite Services

Autologic shall provide onsite services as described below.

- Onsite technical support for the electrical contractor. This includes answering questions, directing the installation of the new PLC, and directing termination of all wiring to the existing Hopkins Road RTU panel as well as the new Bellwood PLC panel. Limited to 96 hours.
- Onsite support of I/O checkout, commissioning, loop checks and troubleshooting associated with the existing Hopkins Road RTU and new Bellwood RTU. Limited to 64 hours.
- Onsite training support. Limited to 24 hours.

F. Construction Services

Autologic shall provide construction services as described below.

- Install new I/O modules, add terminal blocks, analog surge suppressors, and internal panel wiring to existing Hopkins Road RTU panel. Onsite construction hours are limited to thirty two (32) hours to perform this work. All other onsite construction labor will be by others.

G. Project Deliverables

Autologic shall provide the following deliverables:

- New hardware for the existing Hopkins Road PLC RTU in **Section B** of this proposal.
- New Bellwood PLC RTU enclosure and hardware in **Section B** of this proposal.
- Spare PLC hardware specified in **Section B** of this proposal.
- Datasheets of all provided hardware in **Section B** with install instructions and wiring diagrams. These will be provided on a USB flash drive in PDF format.
- Construction services as described in **Section F** of this proposal.
- 1 ea. set of PLC IO and network drawings as described in **Section C** of this proposal. These will be provided as hardcopies as well as PDF and DWG files on a USB flash drive.
- 1 ea. Hopkins Road and Bellwood Road RTU I/O checkout documentation with wire pull, termination, I/O checklist sheets with testing procedures and signature areas for all points tested. This document will be submitted as detailed in Section 17030.4.1.A of the document titled "2023.01.31 Hopkins Rd to Rte 1 Waterline - 100% Specs_FINAL resubmission". These will be provided as hardcopies as well as PDF files on a USB flash drive.
- Submittal documents as required under Section 17010.1.3. These will be provided as PDF files on a USB flash drive.
- Submittal documents as required under Section 17010.1.4. These will be provided as PDF files on a USB flash drive.
- Submittal documents as required under Section 17010.1.5. These will be provided as PDF files on a USB flash drive.
- Submittal documents as required under Section 17010.1.6. These will be provided as PDF files on a USB flash drive.
- Submittal documents as required under Section 17010.1.7. These will be provided as PDF files on a USB flash drive.

H. Timing/Schedule

The project hardware orders can be placed immediately after receipt of order. Project schedule will be determined by lead times of hardware and field instruments. Project hardware will be ordered 8 weeks ARO to allow for system design. The schedule defining items are PLC hardware module availability and delivery.

I. Assumptions and Exclusions

- Autologic assumes that drawings for the existing Hopkins Road RTU panel are available in an AutoCAD or MicroStation format. Autologic has provided design time to update these drawings, not create new drawings for existing equipment.
- All new drawings created by Autologic shall be in AutoCAD format
- Autologic has excluded Section 17110.1.6.C from the SI scope of work. Autologic will work to replace any faulty or inoperable PLC hardware as fast as possible
- Autologic supplied materials are limited to those specifically stated in this proposal
- All onsite electrical construction is by others including, but not limited to conduit installation, running wire, and terminating field instrumentation signal wires to PLC terminals
- Autologic to provide the new Bellwood RTU enclosure. The project electrical contractor shall mount and install.
- Autologic will terminate all wiring internal to the Hopkins Road and Bellwood Road RTU enclosures up to the field wiring terminals. The project electrical contractor will land field wires on the terminals designated by Autologic documentation
- All telemetry communication infrastructure shall be provided by Others
- All instrumentation installation is by others
- Autologic provided high floats to be installed by others
- Necessary conduit/raceway installation, cable installation, and cable terminations is by others
- 120VAC 15A Power feed to the new Chemical PLC enclosure is by others
- Autologic assumes that all existing field devices and instruments are in good working order; this proposal does not include replacement hardware or significant time to troubleshoot non-working devices
- Autologic design services are limited to those specifically defined in this proposal
- Autologic software development services are limited to those specifically defined in this proposal
- Autologic onsite construction support services are limited to those specifically defined in this proposal. Additional onsite support is available at standard 2023 Autologic rates
- Autologic onsite checkout and commissioning services are limited to those specifically defined in this proposal. Additional onsite support is available at standard 2023 Autologic rates
- Autologic's total liability for this project shall not exceed the total value of this proposal.
- No software or software licenses are included in this proposal
- All deliverables are limited to those defined within this proposal

- Chesterfield County shall provide a VA Sales Tax exempt certificate with the Purchase Order.
- Prices and deliveries for controls system hardware have been volatile due to COVID-19, labor issues, and component availability. Autologic will requote all hardware ARO and update the final proposal pricing. Unforeseen issues regarding controls system hardware availability due to these issues will be considered a force majeure cause. It is imperative that the controls system hardware sourced and delivered for this project to be executed. Delays in sourcing this hardware may result in significant delays in implementing this project.

  Any escalation in materials pricing shall be passed directly through to the GC.

  Any escalation in construction labor and materials shall be passed directly through to the GC.

kapsch

June 8, 2023

To: Chesterfield County Utilities Department
Utilities Administration Painter Building
9840 Government Center Parkway
Chesterfield, VA 23832
Attn: Patrick DePumpo, Automation Coordinator

Subject: Hopkins Road to Route 1 Water Improvements

Contract: Utilities Project No. 19-0225

Kapsch TrafficCom USA, Inc. (Kapsch) is pleased to offer this proposal to furnish Chesterfield County Utilities Department (Customer) for the subject project as detailed below in the "Work Included" section and including referenced attachments.

This proposal and all related materials attached or appended hereto are proprietary and confidential to Kapsch and submitted solely for the recipient's internal evaluation purposes. Disclosure to any third parties is prohibited without the express written consent of Kapsch, as described further herein.

1 PRICING AND PAYMENT TERMS

The Kapsch price to provide the materials and services described in the "Work Included" section of this proposal is as follows:

$31,450.00

a. The price quoted is valid for 60 days and subject to Kapsch's terms and conditions as expressed herein. No other terms and conditions apply unless expressly agreed to in writing by Kapsch.

b. The above quoted price **does not** include any bonds, taxes, permits or duties that may be applicable to the proposed scope of work.

c. All pricing is in US Dollars.

d. Terms and Conditions as defined below.

Payment Terms are as follows:

Schedule of Values (Milestones)				
Task Number	Task Description	%	Unit	
1.0	Mobilization	20%	$	6,290
2.0	Software Submittal	20%	$	6,290
3.0	SCADA Software Configuration	20%	$	6,290
4.0	Final System Integration Testing	20%	$	6,290
5.0	System Training	20%	$	6,290
	Base Price Total	100%	$	31,450

2. WORK INCLUDED

The following section outlines the scope of materials and services ("Scope of Work") included in this proposal.

A. General

The proposed scope of work is to make DYNAC SCADA configuration changes to support the integration of the Hopkins Flow Control Valve (HFCV) and Bellwood Flow Control Valve (BFCV).

B. Scope Description

Kapsch proposes the following services for this project:

1. Remote Support for Kapsch activities planned include:
   a. Coordinate with the County to update register map between DYNAC, the Data Concentrator, and the Hopkins Flow Control Valve (HFCV) and Bellwood Flow Control Valve (BFCV) PLC Controller.
   b. Modifications will require a restart of the DYNAC system to incorporate changes.
   c. Testing to be performed between DYNAC and the Data Concentrator. Testing of the cellular communication to the PLC by others.
   d. Provide modifications of the programs for the existing DYNAC HMI to include all required I/O.
   e. Update and add all alarms as needed.
   f. Revise existing screens, trends, reports, and events affected by the addition of the FCV facilities. This includes EXCEL reports on the department's shared network used to track water demands.
   g. For all new graphics, follow the same standards used for the existing DYNAC HMI regarding graphics, colors, reports, trends, programming, etc.
   h. Changes to the existing DYNAC HMI programs must be performed at the office of the SCADA System Contractor utilizing the latest copy of the existing programming obtained from the County. Make no programming changes online unless authorized by the County.

Kapsch TrafficCom USA, Inc. [illegible] Kapsch TrafficCom USA, Inc. [illegible] Disclosure Outside Recipient Without Express Written Permission Violates Law.

i. Coordinate with the Contractor for the correct integration of all control, monitoring and alarms into the County's SCADA system. Provide support for system testing through the DYNAC HMI.

j. Provide training to County staff to include new display screens, common information presented and control functions. Explain operator interactions needed to view, print and adjust trend points and prime parameters. Coordinate all modifications to the existing SCADA system with the County.

C. Assumptions

1. All quoted work will be done Remotely by Kapsch Systems Engineer and does not include travel or related expenses. If onsite travel is required, those charges will be in addition to the above quoted rate.
2. Updating of the existing Data Concentrator will be completed by others.

3. WORK NOT INCLUDED

The following listing of "Work Not Included" is intended as further clarification regarding Kapsch's proposed offering:

1. Installing, configuring, or troubleshooting cellular radio hardware.
2. Modification of any PLC or local HMI.
3. Providing service, repair or troubleshooting of any field related equipment.
4. Performing any configuration, programming and startup of any related devices unless noted above in the "Work Included" section.
5. Furnishing any hardware or any additional software unless stated otherwise in the "Work Included" section.
6. Performing any services in the capacity of a licensed Professional Engineer unless specifically stated otherwise in the "Work Included" section.
7. Providing any submittal data, drawings, manuals, reports, test data or record documentation other than the deliverables listed above in the Work Included section. Installation of any equipment unless stated otherwise in the Work Included section.
8. Testing of any not listed above in the Work Included section.
9. Any other system not expressly stated in Work Included Section.

4. TERMS AND CONDITIONS

a) **Terms and Conditions**: This proposal, if accepted by Customer, will form the basis of an Agreement which shall incorporate this proposal scope letter and the terms and conditions contained herein.

b) **Term and Schedule**. The initial term of this Agreement shall be for a period of three (3) months from execution unless otherwise terminated in accordance with the specific terms and conditions of this Agreement. The Agreement will automatically renew for an additional three (3) months unless notification is received 30 days prior to the renewal date by Customer. This proposal is predicated upon Kapsch being afforded a reasonable duration to perform its scope of work, and shall be based upon a mutually agreed upon schedule.

c) **Exchange of Confidential Information is effective** – as outlined in the terms and conditions below.

Kapsch appreciates this opportunity to submit this proposal. Should you have any questions regarding our proposal, please contact the undersigned at (845) 220-7802 or

Yours Truly,
Kapsch TrafficCom USA, Inc.

David Hernandez
Vice President, Sales and Business Development

cc: Mohammed Sharif, Jeff Gilmore, Steve Little

Acceptance of Scope of Work

Kapsch TrafficCom USA, Inc.	**Chesterfield County Utilities Department**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Kapsch TrafficCom USA, Inc. [illegible]

Kapsch TrafficCom USA, Inc. ("Kapsch")
Standard Terms and Conditions
(Chesterfield County Utilities Department/
Hopkins Road to Route 1 Water Improvements)

1. **Payment**. Payment terms are Net-30 from receipt of approved invoice. Charges are exclusive of and Customer is responsible for any customs, import duties, federal, state, and local taxes (except tax on Kapsch income) unless otherwise agreed in writing. This Agreement may be suspended by Kapsch without notice if payment of any undisputed invoice is thirty (30) days in arrears or it may be terminated by Kapsch without notice if payment of any undisputed invoice is ninety (90) days in arrears.

2. **OWNERSHIP/LICENSE**: Designs, drawings, specifications, reports, computer software and code, photographs, instruction manuals, and other technical information and data (hereinafter "Work") provided by Kapsch hereunder, whether conceived and developed prior to or during the performance of work, and all proprietary right and interest therein and the subject matter thereof shall be and remain the property of Kapsch except as otherwise expressly agreed in writing by Kapsch. Kapsch hereby grants a royalty-free, limited, non-transferable license to Customer to use Work delivered by Kapsch to Customer solely for the purposes specifically expressed hereunder. Customer warrants that it is an authorized licensee directly or indirectly of any intellectual property that will be supported under this Agreement.

3. **Kapsch Software**. Any license(s) which may be granted to the Buyer (as Licensee) for the use of Kapsch software shall be governed by the terms of the Seller's (as Licensor) software license agreement. Unless expressly stated otherwise, such software is subject to a limited warranty, liability, indemnification and other provisions stipulated in the Kapsch standard terms and conditions and software license agreement.

4. **Third Party Software**. This proposal may include software products or technology owned and licensed by third party providers. Such third party software and technology is provided "As Is" and its use shall be governed by provisions set forth in the respective third party license(s) terms and conditions. The Buyer is responsible for reviewing and complying with all licensing terms for any such third party software or technology.

5. **Confidentiality/Non-Disclosure**. Client acknowledges and agrees that all materials in any form supplied by Kapsch hereunder, including this proposal, letter, are proprietary and confidential to Kapsch ("Kapsch Materials"). Client may not disclose Kapsch Materials to any third party without the express written permission of Kapsch. Client shall use Kapsch Materials solely for the purposes expressed herein, and shall use the same degree of care to protect Kapsch Materials as it would employ with respect to its own information that it protects from publication or disclosure, which shall be no less than commercially reasonable care.

6. **Warranty**. Kapsch warrants that it shall provide any services under this Agreement in good faith and workmanlike manner. Kapsch warrants any materials delivered shall conform to applicable specifications for a period of six months after delivery. Upon written notice of a defect, Kapsch shall at its option repair or replace the defective material. This warranty covers defects arising under

normal use and does not cover defects resulting from misuse, abuse, neglect, repairs, alterations or attachments made by Customer or third parties not approved by Kapsch, problems with electrical power, usage not in accordance with product instructions, or any interfaces with systems, equipment, firmware or software not developed by Kapsch. Kapsch reserves the right to investigate claims by Customer as to defects. Customer shall pay costs to investigate invalid claims and for any repair or replacement shown by investigation not to be covered by warranty. Products supplied but not manufactured by Kapsch shall be subject to the warranty provided by the original manufacturer which Kapsch shall pass through to the Customer.

THE WARRANTIES SET FORTH IN THIS PROVISION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE.

7. **Indemnification.** Each party (the "Indemnifying Party") shall indemnify the other (the "Indemnified Party") against those liabilities imposed upon the Indemnified Party with respect to all third party claims for loss of or damage to property and injuries to persons, including death, to the extent that such liabilities result from negligence or any willful misconduct of the Indemnifying Party. The foregoing mutual indemnification shall not apply to either parties liability to either parties employees under applicable Worker's Compensation laws. The foregoing indemnification shall not be deemed a waiver of any defense to which either party may be entitled under applicable Worker's Compensation laws. The Indemnified Party shall give prompt notice of any such claim and the Indemnifying Party shall have the right to control and direct the investigation, preparation, action and settlement of each such claim.

8. **Limitation of liability.** NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT, EXCEPTING COMPLIANCE WITH THE CONFIDENTIALITY PROVISIONS HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS OF USE OR PRODUCTION, OR ANY LOSS OF DATA, PROFITS OR REVENUES, OR ANY CLAIMS RAISED BY CUSTOMERS OF CUSTOMER, REGARDLESS OF THE FORM OF ACTION (WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR IN TORT) AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. KAPSCH'S LIABILITY IS LIMITED TO CUSTOMER'S ACTUAL DIRECT DAMAGES AND SHALL NOT EXCEED THE TOTAL OF ALL AMOUNTS PAID BY CUSTOMER UNDER THIS AGREEMENT.

9. **Default termination.** If either party fails or neglects to perform any of its material obligations under this Agreement and such failure continues for a period of thirty (30) days after written notice, the other party shall have the right to suspend or terminate this Agreement.

10. **Assignment.** Neither Party shall assign or otherwise transfer its rights or obligations hereunder, in whole or in part, without the prior written consent of the other Party; such consent shall not be unreasonably withheld. If consent is given, the rights and obligations hereunder shall be binding upon and enure to the benefit of the assignee.

11 **Insurance** Kapsch will maintain in force through the entire term of this Agreement insurance policies covering Workman's Compensation, Employers Liability, and Commercial General Liability. Prior to commencement of the work, Kapsch will provide the Customer certificates of insurance. Such certificates shall evidence that the insurance is in effect and show the Customer named as an additional insured.

12 **Force majeure** Kapsch shall not be responsible for failure to perform any responsibilities or obligations hereunder due to causes beyond its reasonable control or the control of its suppliers.

13 **Notices** All notices under this Agreement shall be in writing and shall be deemed to have been given and properly delivered if duly mailed by certified or registered mail to the other Party at its address as follows, or to such other address as either Party may, by written notice designate to the other. Additionally, Notices sent by any other means (i.e. facsimile, overnight delivery, courier and the like) are acceptable subject to confirmation of both the transmission and receipt of the Notice.

Chesterfield County Utilities Department	Kapsch TrafficCom USA, Inc.
9840 Government Center Parkway Chesterfield, VA 23832 Attn: Patrick DePumpo	2855 Premiere Pkwy, Ste F Duluth, GA 30097 Attn: Stephen D. Little

14 **Independent contractor** It is expressly understood that Kapsch is an independent contractor and that nothing in this Agreement shall be construed to designate Kapsch or any of Kapsch's principals, partners, employees, consultants or subcontractors as servants, agents, partners, joint ventures or employees of Customer.

15 **Laws and safety** All services performed hereunder shall comply with all applicable federal, state or provincial and local laws, regulations and orders, codes, including, without limitation, all relating to occupational health and safety.

16 **Disputes and Governing Law** Each Party shall issue written notice to the other of any dispute hereunder within ten (10) days of when it becomes aware, or should have become aware, of the matter or source of dispute. Upon receipt of such notice, the Parties' executive management teams shall work together in good faith to negotiate a resolution. If the Parties cannot reach a resolution that is mutually agreeable within thirty (30) days subsequent to receipt of such notice, the aggrieved Party shall have the right to seek legal resolution within the court system. The Parties may at this time also agree to pursue resolution of the dispute/subject matter through binding arbitration. This Agreement shall be governed by the laws of the Commonwealth of Virginia, excluding its conflict of laws provisions.

17 **Entire agreement** No waiver, change, or modification of any term or condition of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. The provisions hereof constitute the entire agreement between the parties with respect to the subject of this Agreement and supersede those of all previous formal and informal maintenance agreements between the parties with respect to after-sale support of Kapsch systems.

18 **Survival.** The parties' obligations under the Confidentiality, Warranty, Indemnity, Limitation of Liability, Ownership, Disputes and Governing Law provisions hereunder shall survive completion, delivery or any termination hereof.

Kapsch TrafficCom USA, Inc. [illegible]

HOPKINS ROAD TO ROUTE 1 WATERLINE IMPROVEMENTS PROJECT

Network Integrator Proposal

Prepared for
Dewberry Engineers Inc.
4805 Lake Brook Drive, Suite 200
Glen Allen, Virginia 23060
Phone: (804) 290-7957

2/12/2024

E-Merge Systems, LLC
1314 East Cary Street
Richmond, VA 23219
Tel : (804) 344-3511
Fax : (800) 608-6039
www.emergesystems.com

1 Project Identification

E-Merge Systems, LLC. (E-Merge) is pleased to provide a proposal for the Network Integration for the Hopkins Road to Route 1 Waterline Improvement Project. E-Merge will provide the hardware listed below and the services required to install the cell modem and confirm communications back to Addison Evans Water Treatment Plant (AEWTP).

2 Assumptions

This proposal is based upon the following assumptions:

- E-Merge is only suppling the materials listed below.
- E-Merge is only programming to Cell Modem to work with the current Chesterfield Private Network that is maintained by E-Merge Systems, LLC.
- E-Merge is not providing any services to Program the PLC at AEWTP.
- The Electrical Contractor is responsible for installing and mounting of the Antenna, Flagpole, and cabling.
- E-Merge will terminate both ends of the Antenna Cable. One end will be done prior to installation for connection to the Antenna. The other end will be completed when the Cell modem will be installed.
- This proposal only covers 100' of Antenna cable. If a longer cable is needed it can be acquired with a Change Order.

If assumptions change, they may translate into additional costs and/or schedule adjustments.

3 Proposed Services:

E-Merge will provide the scope of work for the Network Integrator applies to the Bellwood Flow Control Valve (BFCV) only and includes:

- Provide Antenna, Mast Telescoping Pole, Antenna Cable, Antenna Surge Protection, Modem/firewall AirLink LX40 Compact LTE Router- Verizon - Power Supply, DINrail mount for Modem, Cable Ends and jumper cables.
- Provision modem/firewall for Verizon private network.
- Install modem/firewall on DIN rail in the SCADA RTU Panel.
- Terminate outdoor rated antenna cable connect to modem/firewall and test continuity.
- Work with other integrators on resolving any network issues and participate in technical activities related to communications within station and to the Addison Evans Water Treatment Plant (AEWTP) data concentrator.
- Create reference documentation for work performed, including part numbers, network drawings, IP Addresses, MAC Addresses, and a burned archival-grade compact disc with all the configuration and programming files for the network devices installed or modified in this contract.

4 Hardware Provide

Item	Description	Quantity
1	698-2700 MHz 6/7 dB Omni LTE Stick Antenna N Jack	1.00
2	AC 12VDC adapter LS, ES, GX, and RV models	1.00
3	3/8 in LMR400 Coaxial Cable, 100' length, 2 connectors	1.00
4	AirLink LX40 Industrial LTE Gateway - N America	1.00
5	Din Rail Mount for Modem	1.00
6	Telescoping Flagpole HD Heavy Duty 25 Foot SILVER	1.00
7	1' LMR 240 N Female to SMA Male	1.00
8	Surge Arrestor for Antenna	1.00

5 Cost Proposal

E-Merge Systems will provide the above service for a lump sum cost of $12,715.00.
This project is considered tax-exempt, and sales tax is not included in this price.

5.1 Payment Schedule

- 50% percent upon receiving PO.
- 50% upon completion.

5.2 Terms and Conditions

- Prices do not include any amounts for changes in taxes, tariffs, or other similar charges that are enacted after the date of this proposal.
- If site support is listed under Services, site support effort will be based on the site time listed and does not guarantee the completion of system commissioning.
- Payment is do 30 days for date of invoice.
- 1½ % service charge (18% per year) added to unpaid invoices from due date thereof.
- Notwithstanding any of the provisions in the contract documents, E-Merge will not be liable for any incidental or consequential damages of any kind.
- E-Merge will not be responsible for back charges for labor and/or material supplied by others unless such charges are authorized in writing by E-Merge.
- Issuance of purchase order accepts Pricing Notes listed here and supersedes all other terms.
- This proposal supersedes any previous versions or revisions of this proposal.
- This proposal is valid for 30 days from date of proposal. Valid through 3/20/2023.
- Materials will be ordered once the PO has been received. E-Merge will update the General Contractor on delivery once hardware has been purchased but cannot guaranty delivery dates.
- E-Merge will do our best to provide hardware as quickly as possible. However, we are subject to the same global shortages affecting all industries, and some components may take longer than expected to arrive. This may affect the final installation schedules and is beyond our control. This proposal does not include purchasing components on secondary markets or at elevated prices to satisfy target delivery dates.

- Any additional support will be based on current rates.
- E-Merge requires a Minimum of 2 weeks' notice before any onsite work.
- All site work is single shift per day. Weekdays only. Day shift 8am to 5pm.
- Once communications have been established to AEWTP, E-Merge's portion of the project will be considered complete.
- Correct personnel and testing conditions must be provided by the General Contractor.

Non-Disclosure: This document is intended for use only for the Hopkins Road to Route 1 Waterline Improvement Project. Ideas, concepts, or content contained in this document shall not be shared or disclosed to other personnel or companies without prior written approval from E-Merge Systems, LLC.

Bridgeman Underground, Inc.'s Claim for Payment of Extra Work

Project: Hopkins Road to Route 1 Waterline Improvements (No. 19-0225)

Rodolfo R. "Rudy" Remigio, Esq.
Counsel for BUI
Rudy.Remigio@reavesgovcon.com
757.410.3061 (Direct/Mobile)
www.ReavesGovCon.com

Introduction

- Claim for decision pursuant to Va Code Section 15.2-1243 et seq.
- Claim arises from a construction project: Hopkins Road to Route 1 Waterline Improvements (Utilities Project No. 19-0225)
- BUI seeks payment of extra work--SCADA system control work.
- Claim is matter of contract interpretation.

The Project

- Original Project Summary: installation of 16-inch waterline in two separate segments to replace and upsize existing waterlines, and the installation of two flow control vaults.

- Locations: Hopkins Road to Walmsley Boulevard; Space Road to Cogbill Rd.

- Major components:
  - Furnish and install approximately 10,146 LF of 16-inch, 150 LF of 12-inch, 136 LF 8-inch, and 131 LF of 6-inch Ductile Iron (DI) water main
  - Install 192 LF of 30-inch Steel Casing and 16-inch DI water main by boring under Railroad.
  - Install 75 water service transfers.
  - Install two new flow control vaults with associated flow control valve, piping, and electrical services


BRIDGEMAN







Project Highlights

- Contract awarded: October 16, 2023
- Original Contract Amount: $7,919,697.00
- Final Contract Amount: $8,647,352.17
- Original Project Duration: 465 calendar days
- Actual Project Completion: 537 calendar days
- # of Chang Orders: 7
- Contractor Caused Delays: 0
- NOIs and Claims: 1

The Extra Work at Issue: SCADA System Controls

- What is the SCADA control system?
  - SCADA Generally = a system of software and hardware that allows organizations to control and monitor industrial processes
  - This Project:
    - Permit Chesterfield to control the flow of water in the valves remotely via networking, software, and programming.

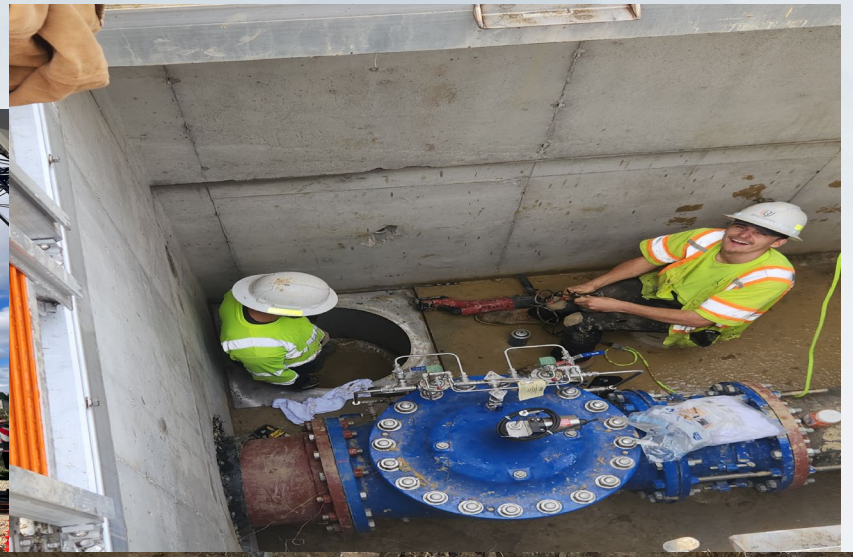
- Specialty contractors identified as “integrators” perform SCADA scope of work (Add. Tec. Spec Subsection 17010, “Integrators”):

- How BUI’s scope of work relates to the SCADA integrators’ scope work:
  - BUI was to install a flow control vault and a flow valve in each vault (2 vaults, with one valve in each)
  - BUI to install the housing/cabinet and run utilities to the housing for the SCADA installation
  - The integrators to install the SCADA controls, and perform networking and programming (and training)
  - BUI to coordinate its work with the SCADA integrators

BUI's Scope to Coordinate with the SCADA











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The Extra Work: SCADA System Controls







The Relevant Facts

- 07/27/24: BUI submits it bid on project. No cost of SCADA controls procurement and installation included.
- 01/31/24: BUI submits an RFI concerning the SCADA installation noting that the contract indicates Owner will provide SCADA
- 02/6/24: Dewberry responded that the work was to be contracted directly by BUI
- 02/29/24: Meeting takes place between BUI and Chesterfield to discuss the SCADA work. BUI is told that BUI was required to pay for the SCADA work
- 03/6/2024: BUI submits a notice of intent to file a claim.

The Issue

- BUI did not include in its bid price installation of the SCADA controls because the Contract plainly states the Owner will perform this work, not Contractor.
- After award, the County (through Dewberry Engineers) required BUI to install the SCADA controls at its own cost by interpreting the contract in a way that ignores terms or creates conflicts and ambiguities.
- But the law requires a contract be interpreted to enforce terms as written, avoid conflicts, and resolve ambiguities in favor of the non-drafting party.
- Was Dewberry's interpretation of the Contract correct—requiring BUI to perform the SCADA work without additional compensation? Answer: NO.

The General Rules of Contract Interpretation Decide the Issue

1. Unambiguous terms are **enforced as written**. *See e.g.*, *Ames v. American Nat. Bank of Portsmouth*, 163 Va. 1 (1934)
2. Terms are given their **plain meaning**. *See e.g.*, *Lansdowne Development Co., L.L.C. v. Xerox Realty Corp.*, 257 Va. 392 (1999)
3. "**No word or clause . . . will be treated as meaningless. "** *TravCo Ins. Co. v. Ward*, 284 Va. 547 (2012)
4. "[S]eemingly conflicting **provisions [should be] harmonized** when that can be reasonably done, so as to effectuate the intention of the parties." *TravCo Ins. Co. v. Ward*, 284 Va. 547 (2012).

The Contract Terms: Owner *Performs* SCADA & Contractor *Coordinates*

- Contract Provisions Addressing SCADA Scope:
  1. Pg. D-1, “Description of the Work”
  2. Pg. G-24, General Conditions, Section 53(CC) and (DD), “Standards for Computing Pay Items
  3. Additional Technical Specifications, Division 17, Instrumentation and Controls,
     a) Section 17000, General Requirements for Process Instrumentation and Control Systems,
     b) Section 17010, Integrators. Prt. 2
  4. Appendix G - Autologic, Emerge, and Kapsh Scopes/Quotes

The Contract Terms: Owner *Performs* SCADA & Contractor *Coordinates*

- Add. Tech. Spec., Div. 17, Instrumentation and Controls, Section 17000, "General Requirements for Process Instrumentation and Control Systems," Section 17000-1 (1.2):

C. Work of this Specification shall include engineering, furnishing, installing, start-up, calibrating, and testing of all new instrumentation and control systems required for the construction, integration and commissioning of a complete process instrumentation and control system. Total integration of field-mounted instrumentation, control devices, and process equipment furnished and installed as work of this section of the Specifications, and of similar equipment furnished and installed as work of other sections shall be the responsibility of this section of the Specifications.

Scope = SCADA control system

The Owner shall perform the work identified in paragraph C (Work by Others) below. The Contractor shall be responsible for coordinating with the Owner as required to ensure that a complete functional system will be provided.

Owner performs SCADA in C through "Others"

Contractor coordinates SCADA

1.3 Codes and Standards

The Contract Terms: Owner *Performs* SCADA & Contractor *Coordinates*

- Pg. D-1, "Description of the Work:"

Railroad. Work for this project generally includes:

(1) Furnish and install approximately 10,146 LF of 16-inch, 150 LF of 12-inch, 136 LF 8-inch, and 131 LF of 6-inch Ductile Iron (DI) water main by open-cut excavation, along with associated valves, fittings, hydrants, and associated appurtenances.

(2) Install 192 LF of 30-inch Steel Casing and 16-inch DI water main by boring under Railroad.

(3) Install 75 water service transfers.

(4) Install two new vaults, each with associated flow control valve, piping, and electrical service.

(5) Coordinate with the integrators and install system per their scopes.

Contractor coordinates w. integrators

Separate SCADA integrator contractors' scopes are in Appendix G

The Contract Terms: Owner *Performs* SCADA & Contractor *Coordinates*

- Pg. G-24, General Conditions, Section 53(CC) and (DD), "Standards for Computing Pay Items:"

CC. **HOPKINS RD FLOW CONTROL VALVE AND VAULT WORK COMPLETE** – Lump sum price furnishing and installing all items that are included in the new valve vault area, which includes, but is not limited to, gravel access drive, excavation, shoring, flow rate control valve, vault, piping, valves, fittings, electrical work, coordination with integrator, and site restoration.

DD. **BELLWOOD FLOW CONTROL VALVE AND VAULT WORK COMPLETE** – Lump sum price furnishing and installing all items that are included in the new valve vault area, which includes, but is not limited to, gravel access drive, excavation, shoring, flow rate control valve, vault, piping, valves, fittings, electrical work, coordination with integrator, and site restoration.

The Contract Terms: Owner *Performs* SCADA & Contractor *Coordinates*

- Pg. G-24, General Conditions, Section 53(CC) and (DD) define the below pay items
- No SCADA referenced in the pay items themselves (Pg. BF-8):

51.	Hopkins Rd Flow Control Valve And Vault Area Work As Per Plans		
Lump Sum	@ Five Hundred Ninety-Nine Thousand Two Hundred Forty-Five and no/100	$ (Lump Sum)	$ 599,245.00
52.	Bellwood Flow Control Valve And Vault Area Work As Per Plans		
Lump Sum	@ Four Hundred Forty-Nine Thousand Four Hundred Thirty-Four and no/100	$ (Lump Sum)	$ 449,434.00

The Contract Terms: Owner *Performs* SCADA & Contractor *Coordinates*

- Coordination of Contractor's own Work required at Pg. G-24, General Conditions. Section 24:

24. INTERPRETATION OF CONTRACT DOCUMENTS

The Contractor shall verify all figures on the Plans and shall be responsible for the proper coordination of all dimensions as well as all different parts of the Work.

- Why is SCADA "coordination" called out in D-1, Tech Spec 17000-1 (1.2), and GC Section 53(CC) and (DD) if SCADA installation is Contractor's scope?

- Answer: SCADA install is not Contractor's Work. SCADA "coordination" means Contractor will work in tandem or cooperate with Owner's SCADA integrators, not contract with them.

The Contract Terms: Owner *Performs* SCADA & Contractor *Coordinates*

- Appendix G, identifies the Owner's SCADA contractors, their scope of work, and proposals.
- Each proposal is addressed to and/or contemplates an agreement with Dewberry or Chesterfield County, not Contractor
- E.g.,:

Subject: **Hopkins Road to Route 1 Water Improvements**

Contract: **Utilities Project No. 19-0225**

Kapsch TrafficCom USA, Inc. ("Kapsch") is pleased to offer this proposal to furnish Chesterifeld County Utilities Department ("Customer") for the subject project as detailed below in the "Work Included" section, and including referenced attachments.

Acceptance of Scope of Work:

Kapsch TrafficCom USA, Inc.

By: _____

Chesterfield County Utilities Department

By: _____

The Contract Terms: Owner *Performs* SCADA & Contractor *Coordinates*

- Add. Tech. Spec., Division 17, Subsection 17010 – Integrators, Prt. 2, 2.1, Network Integrator

2.1 NETWORK INTEGRATOR

Owner clarifies in this subsection who it will hire to perform as network integrator (per its obligation under Section 17000), and who Contractor will coordinate with.

A. The Contractor shall obtain the services of a Subcontractor to be responsible for the coordination and integration of the communications network. This Subcontractor is referred to as the Network Integrator.

B. The approved Network Integrator for this project shall be:

E-Merge Systems, Inc.

"Obtain" here does not mean "perform," or "procure" given other provisions that expressly address performance and payment as it relates to SCADA scope

The Contract Terms: Owner *Performs* SCADA & Contractor *Coordinates*

- Add. Tech. Spec., Division 17, Subsection 17010 – Integrators, Prt. 2, 2.2, Systems Integrator

2.2 SYSTEMS INTEGRATOR

Owner clarifies in this subsection who it will hire to perform as system integrator (per its obligation under Section 17000), and who Contractor will coordinate with.

A. The Contractor shall obtain the services of a Subcontractor to be responsible for the coordination and integration of the instrumentation and control system. This Subcontractor is referred to as the Systems Integrator (SI).

"Obtain" here does not mean "perform," or "procure" given other provisions that expressly address performance and payment as it relates to SCADA scope.

B. The approved SI for this project shall be:

Autologic LLC Engineering.

The Contract Terms: Owner *Performs* SCADA & Contractor *Coordinates*

- Add. Tech. Spec., Division 17, Subsection 17010 – Integrators, Prt. 2, 2.3, SCATA System Contractor

2.3 SCADA SYSTEM CONTRACTOR

Owner clarifies in this subsection who it will hire to perform as SCADA System Contractor (per its obligation under Section 17000), and who Contractor will coordinate with.

A. The Contractor shall obtain the services of a SCADA System Contractor to be responsible for all programming and software modifications required to the Chesterfield County Department of Public Utilities SCADA System.

"Obtain" here does not mean "perform," or "procure" given other provisions expressly address performance and payment as it relates to SCADA scope.

B. The approved SCADA System Contractor for this project shall be:

Kapsch
3810 Corcorde Pkwy, Suite 1000
Chantilly, VA 20151

The General Rules of Contract Interpretation Decide the Issue

1. Unambiguous terms are **enforced as written**. *See e.g.*, *Ames v. American Nat. Bank of Portsmouth*, 163 Va. 1 (1934)
2. Terms are given their **plain meaning**. *See e.g.*, *Lansdowne Development Co., L.L.C. v. Xerox Realty Corp.*, 257 Va. 392 (1999)
3. "**No word or clause . . . will be treated as meaningless. "** TravCo Ins. Co. v. Ward, 284 Va. 547 (2012)
4. "[S]eemingly conflicting **provisions [should be] harmonized** when that can be reasonably done, so as to effectuate the intention of the parties." *TravCo Ins. Co. v. Ward*, 284 Va. 547 (2012).

BUI's Interpretation Meets The General Rules of Contract Interpretation

- Enforces the contract terms as written
- Harmonizes all provisions addressing SCADA:
  - D-1 (BUI's work and integrator coordination)
  - GC 53(CC) and (DD) (pay items and BUI coordination with SCADA integrators)
  - GC 24 (coordination of BUI's own work)
  - Spec. 7001-1 (1.2) (Owner's Work and BUI's coordination with SCADA integrators)
  - Subsection 17010 (Integrator scope of work)
  - Appendix G (Integrator proposals)
- Avoids rendering any of the provisions meaningless or redundant

Dewberry's Misinterpretation

- Per Dewberry, 17010 requires BUI to perform SCADA at its cost
- Inconsistent with the general rules of contract interpretation:
  - **Fails to enforce the contract as written**
    - The other provisions specifically address BUI's work, pay items, and who will perform SCADA
  - **Fails to harmonize** other provisions of the contract addressing SCADA
  - **Renders other provisions meaningless** addressing SCADA
  - **Creates an ambiguity** or conflict where none exists

The Alternative: Ambiguity Rules of Contract Interpretation Decide the Issue

1. **Contradictory contract provisions are ambiguous**. *See McLean v. Piedmont & Arlington Life Ins. Co.*, 70 Va. (29 Gratt.) 361, 378 (1877)
2. An **ambiguity is construed against the drafter**. *See e.g.*, *Martin & Martin, Inc. v. Bradley Enters.*, Inc., 256 Va. 288, 291 (1998); *Graham v. Commonwealth*, 206 Va. 431 (1965).
3. A **provision specifically addressing a dispute will govern** over general terms. *See e.g.*, *Appalachian Regional Healthcare v. Cunningham*, 294 Va. 363 (2017).
4. The intent of an ambiguous provision can be **discerned from extrinsic evidence**. *See e.g.*, *Cascades N. Venture Ltd. P'ship v. PRC Inc.*, 249 Va. 574, 579 (1995).

Any Ambiguity Should be Resolved in BUI's Favor

- Even if Spec. 17010 means BUI is to procure the SCADA work, this result in a conflict (with 17000; GC Section 53(CC) and (DD); and Pg. D-1),rendering the Spec. ambiguous.

- The ambiguity should be resolved in favor of BUI per the rules of contract interpretation--Chesterfield (through its agent Dewberry) drafted the Specification, not BUI.

(N) DRAWINGS prepared by **Dewberry Engineers Inc.** numbered G1.0 through E4.1, and dated January 2023

(O) SPECIFICATIONS prepared or issued by **Dewberry Engineers Inc.** dated January 2023.

Any Ambiguity Should be Resolved in BUI's Favor

- Chesterfield had a duty to examine the Add. Tec. Specifics and report any conflicts therein to bidders under 17000-1.5.

1.5 RESPONSIBILITIES OF OWNER

D. Specifications: Examine all specification divisions relating to the project. Include all work, materials, and equipment mentioned as being provided under this division. Report any discrepancies, conflicts, or omissions; accomplish work require for conformance and/or completion.

Spec. 17010 is not Controlling Under the Ambiguity Rules

- The Contract and the rules of contract interpretation provide the ambiguity should resolve in favor of BUI's interpretation:
  - 17010 is intended to identifying the SCADA integrator's scope and the contractor that Owner has selected to perform the work.
  - Other SCADA and coordination related provisions are specific to the dispute—
    - D-1 (BUI's work and integrator coordination)
    - GC 53(CC) and (DD) (pay items and BUI coordination with SCADA integrators)
    - GC 24 (coordination of BUI's own work)
    - Spec. 7001-1 (1.2) (Owner's Work and BUI's coordination with SCADA integrators)
  - Theses specific provisions control over 17010

Intent to exclude SCADA from BUI's Scope is Clear under the Ambiguity Rules

- Chesterfield's past procurements show its intent was not to require BUI to perform SCADA work on this Project
- *See e.g.*, Iron Bridge Road Water Line procurement:
  - Bid sheet contained a line item and dollar value for the integrators
  - The proposal from the Network Integrators were addressed to all bidders and not to Chesterfield or the Network Engineer

34.	Instrumentation and Control System Furnished and Installed by Kapsch (See Appendix – C)	
Lump Sum	@ One Hundred and Nine Thousand Seven Hundred and Thirty Three No/100	

Attn: All Bidding Contractors Date 9/5/2017

Subject: Chesterfield County-Iron Bridge Road Waterline-SCADA Interface Proposal

Dear Mr. Easterbrook,

Kapsch TrafficCom USA, Inc. ("Kapsch") is pleased to offer this proposal to integrate the Iron Bridge Waterline Instrumentation and control upgrades into the current Addison-Evans DYNAC SCADA platform.

Dewberry's Inconsistency: Change Order 001

- Increased the Contract Price by $17,797.50 for escalation of Autologic and Emerge costs (the SCADA integrator contractors)

The following changes are hereby made to the CONTRACT DOCUMENTS:

DESCRIPTION OF CHANGES: **Increase to Autologic and Emerge costs from quotes included in Project Manual.**

- If this was original scope work, then any escalation was at the risk of Contractor, not Owner.
- Payment of escalation of Autologic and Emerge costs to BUI is inconsistent with Dewberry's position that this SCADA work is not a change in BUI's scope and not extra work.

The Damages: Unpaid Costs of SCADA Work

- E-Merge Systems LLC (the Network Integrator): $12,715.00
- Autological LLC (the System Integrator): $264,900.00
- Kapsch (the SCADA System Contractor): $31,450.00
- BUI's markup of 10% $30,906.50
  - (GC 38, Extra Work, permits up to 15% markup)
- (Changer Order No. 1) (-$17,997.50)

Total: $322,174.00

The Relief Sought

- Cost of Extra of SCADA Work: $322,174.00
- Finance Charge: 1% per month (per VA Code § 2.2-4352)

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BRIDGEMAN UNDERGROUND

Bridgeman Underground, Inc.'s Claim for Payment of Extra Work

Project: Hopkins Road to Route 1 Waterline Improvements (No. 19-0225)

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EXHIBIT A	**BUI's 6/23/25 VPPA Claim**
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EX. 2 to A	Page G-24 of Bid Manual
EX. 3 to A	Specification 17000-1(1.2)(C)
EX. 4 to A	BUI's 1/31/24 Request for Information
EX. 5 to A	BUI's 3/6/24 Notice of Intent to File a Claim
EXHIBIT B	**Affidavit of Time and Services**
EX. 1 to B	Invoices in Support of Costs
EXHIBIT C	**Change Order No. 1**

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1750 Tysons Blvd., Suite

McLean, VA 22102

December 10, 2025

Via First Class Mail, & Certified Mail Return Receipt Requested
Chesterfield County Board of Supervisors
P.O. Box 40
Chesterfield, VA 23832
Attn: Susan Wilson, Clerk to the Board
(via email WilsonSu@chesterfield.gov)

Re: Hopkins Road Route 1 Waterline Improvements / Utilities Project No. 19-0225
Chesterfield County / Bridgeman Underground, Inc.
Claim Pursuant to Virginia Code Sections 15.2-1243 through 15.2-1269
Outstanding Claim Amount: $322,174.00
Contractual Finance Charges Under Code Section 2.2-4352: 1% per month

Dear Mrs. Wilson,

This firm and undersigned counsel represents Bridgeman Underground, Inc. ("BUI") related to its work on the Hopkins Road to Route 1 Waterline Improvements project (the "Project"). This letter serves as BUI's claim against the County of Chesterfield (the "County") pursuant to Virginia Code §§ 15.2-1243 through 15.2-1269.

On or about June 23, 2025, BUI submitted a contractual claim arising from the Project and pursuant to the Virginia Public Procurement Act (Va Code §§ 2.2-4300 *et seq.*) (the "VPPA"). BUI's VPPA claim is attached hereto as **Exhibit "A."** ("VPPA Claim"). Such claim is fully incorporated herein by reference and forms a part of BUI's claim against the County pursuant to Virginia Code §§ 15.2-1243 through 15.2-1269.

BUI did not receive a decision on its VPPA Claim from the County within the deadline provided for in Va Code § 2.2-4363(C)(2), within 90 days of submission of the claim. Therefore, BUI's VPPA Claim is deemed denied under the VPPA pursuant to § 2.2-4363(D).

Accordingly, this claim (the "Claim") against the County is submitted to the Board of Supervisors of Chesterfield County pursuant to Virginia Code §§ 15.2-1243 through 15.2-1269.

BUI submits the Claim to the Board of Supervisors to avoid any prejudice to BUI's rights to seek legal redress and to ensure full consideration is given to BUI's claims by the County as required by Virginia Code §§ 15.2-1243 through 15.2-1269.

In accordance with Va. Code § 15.2-1245(A), BUI asks that you direct the County Attorney of Chesterfield to respond to this letter with the date that the Board of Supervisors will consider BUI's claim.

In addition, to the extent required by Va Code § 15.2-1245, BUI has attached hereto, as **Exhibit "B,"** an affidavit in support of the Claim.

Moreover, to ensure the Board has additional relevant information related to the Claim to make an informed decision, BUI attaches hereto supplemental information in support of the Claim. Specifically, Change Order No 1. showing partial payment of some of the claim costs is attached hereto as **Exhibit "C."**

If there are any deficiencies with BUI's Claim that would prevent the Board of Supervisors from rendering a decision on the merits, or if the Board would like additional information to consider the Claim, please advise so we can review the request and assist the Board in making a decision.

Please advise if the Board of Supervisors would be willing to meet to discuss resolution of the claim.

Sincerely,

Reaves PLLC

Jesse B. Gordon, Esq.

enc.

cc: Client (by email only)

Jeffery L. Mincks (w. encl)
County Attorney
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Chesterfield, VA 23832
(via email at mincksj@chesterfield.gov and via First Class Mail, & Certified Mail Return Receipt Requested)

Stephanie Brown MBA, CPPB, NIGP-CCP (w. encl)
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(via email at procurement@chesterfield.gov and via First Class Mail, & Certified Mail Return Receipt Requested)

Tim Easter
Chesterfield County
9840 Government Pkwy.
Chesterfield, Va 23832

Heather Campbell
Deberry Engineers, Inc.
4805 Lake Brook Drive, Suite 200
Glen Allen, Va 23060

EXHIBIT A

REAVES GovCon

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June 23, 2025

First Class Mail and Certified Mail Return Receipt Requested
Stephanie Brown MBA, CPPB, NIGP-CPP
Procurement Director
Chesterfield County
9901 Lori Road
Room 303
Chesterfield, Virginia 23832

Re: Hopkins Road to Route 1 Waterline Improvements / Utilities Project No. 19-0225
Chesterfield County / Bridgeman Underground, Inc.
Claim Pursuant to Virginia Code § 2.2-4364

Dear Ms. Brown:

This firm and undersigned counsel represents Bridgeman Underground, Inc. ("BUI") related to its work on the Hopkins Road to Route 1 Waterline Improvements project (the "Project"). This letter is BUI's claim pursuant to Virginia Code § 2.2-4364 for its costs to install the SCADA controls which were not included in the contractual scope of work.

Facts

1. BUI submitted its bid for the Project on or about July 27, 2023.

2. In preparing its bid, BUI did not include any costs for the procurement and installation of the SCADA controls.

3. The bid documents state that the SCADA Controls are not included in the scope of work:

   a. On page D-1 of the Bid Manual, it states in paragraph 4 that the contractor will "[i]nstall two new vaults, each with associated flow control valve, piping, and electrical. Further paragraph 5 states that the contractor will "[c]oordinate with

the integrators and install system per their scopes." (Ex. 1). This provision requires the contractor to install the work in the vault. It does not require installation of the controls which are not in the vault and has no reference to the controls hardware or software other than to coordinate with the integrators.

b. Page G-24 paragraph CC of the manual again states that the contractor is to "coordinate with the integrator". (Ex. 2).

c. In Specification 17000-1(1.2) it states: [t]he owner shall perform the work identified in paragraph C (Work By Others) below. The Contractor shall be responsible for coordinating with the Owner as required to ensure that a complete and functional system is required. Paragraph C states:

> Work of this Specification shall include engineering, furnishing, installing, start-up, calibrating, and testing of all new instrumentation and control systems required for the construction, integration and commissioning of a complete process instrumentation and control system. Total integration of field-mounted instrumentation, control devices, and process equipment furnished and installed as work of this section of the Specifications, and of similar equipment furnished and installed as work of other sections shall be the responsibility of this section of the Specifications. (Ex. 3, Specification 17000 (1.2)(C)). In this section, the Specifications identify that the SCADA controls will be owner provided as Work by Others.

4. BUI was awarded the Project.

5. On January 31, 2024, BUI submitted an RFI concerning the SCADA installation and that the contract indicates that the work is to be provided by the owner. (Ex 4).

6. On February 6, 2024, Dewberry, the project engineer, responded that the work was to be contracted directly by the contractor.

7. Subsequent to the RFI and response, BUI and Chesterfield County agreed to a meeting to discuss whether the owner or contractor was responsible for the SCADA controls and integration.

8. The meeting between BUI and Chesterfield occurred on February 29, 2024 and Chesterfield told BUI that BUI was required to pay for the SCADA controls and integration.

9. On March 6, 2024, within ten days of the meeting where Chesterfield told BUI that it was responsible for the SCADA controls and integration, the occurrence, BUI submitted a notice of intent to file a claim. (Ex. 5).

Chesterfield Is Responsible For the Costs of the SCADA System Controls and Integration

The language in the contract either plainly states that Chesterfield will contract directly with the SCADA controls contractors or is ambiguous and will be construed against Chesterfield requiring it to pay for the SCADA controls contractors.

The contract states that Chesterfield will provide this work. Specification 17000-1(1.2)(C) states: [t]he owner shall perform the work identified in paragraph C (Work By Others) below. The Contractor shall be responsible for coordinating with the Owner as required to ensure that a complete and functional system is required." (Ex. 2)(emphasis added). The reference is to section C which states[1]:

> Work of this Specification shall include engineering, furnishing, installing, start-up, calibrating, and testing of all new instrumentation and control systems required for the construction, integration and commissioning of a complete process instrumentation and control system. Total integration of field-mounted instrumentation, control devices, and process equipment furnished and installed as work of this section of the Specifications, and of similar equipment furnished and installed as work of other sections shall be the responsibility of this section of the Specifications.

(Ex. 3). Moreover, this clause is included in Section 17000 which is titled General Requirements for Process Instrumentation and Control Systems. Therefore, the plain language of the contract states that the owner will perform the engineering, furnishing, installing, start-up, calibrating, and testing of all new instrumentation and control systems required for the construction, integration and commissioning of a complete process instrumentation and control system.

This is reinforced by other sections in the Specifications which state that BUI will coordinate with the controls contractors or integrators. On both pages D-1 and G-24 of the Bid Manual, it says that BUI will "coordinate with the integrators." It is clear that coordinate means work in tandem with or cooperate and not contract with. This is clear from the proposals provided by Kapsch and Autologic Engineering. In both of the proposals, the contractors state that they will coordinate with others and that is not a reference to subcontracting. For example, in the Autologic proposal a portion of the scope of work states that it will "[c]oordinate with the Network Integrator and SCADA system Contractor regarding integration and testing." (Ex. 6). This language in the Autologic proposal does not mean that Autologic will contract with the Network Integrator. It means only that Autologic will work together with the contractor. Similarly, the use of coordinate in BUI's scope of work was a clear indication that BUI would work with the Network Integrators and not contract with them directly.

[1] This provision states that Section C is "below". Section C is actually above, but this is a clear error in the Specifications as there is no other Section C in this specification that would be appropriate. If the provision is not referring to this Section C which BUI identifies in this claim, then Chesterfield must identify what other Section C, the Specifications are referring to, identify what work Chesterfield is self-performing and issue a credit for that work to BUI.

In response to the RFI, Dewberry, the Project Engineer, pointed to Specification Section 17010 Integrators at 2.1, 2.2 and 2.3. These sections say that Contractor shall "obtain the services of" the proper contractor. (Specifications 17010 @ 2.1, 2.2 and 2.3). 17010 is a subsection to 17000 and therefore the provision which says that the owner will provide the SCADA controls and integration controls over the later section. Moreover, the word "obtain" is an odd choice as typically the proper verb would be to procure or provide which would instruct the bidder to pay for the services.

Even if 17010 meant that BUI was to procure the work, it would then be in conflict with 17000 and the Specifications would be ambiguous. Contradictory provisions in an instrument are ambiguous, even if the words themselves are not. See *McLean v. Piedmont & Arlington Life Ins. Co.*, 70 Va. (29 Gratt.) 361, 378 (1877); *Lynchburg Fire Ins. Co. v. West*, 76 Va. 575, 585-86 (1882). Further, In the event of an ambiguity in the written contract, such ambiguity must be construed against the drafter of the agreement. *Martin & Martin, Inc. v. Bradley Enters., Inc.*, 256 Va. 288, 291, 504 S.E.2d 849, 851 (1998)(emphasis added). It cannot be disputed that Chesterfield was the drafter of the Specification. BUI and others were only able to bid on the contract and not negotiate. As a result, if the contract is ambiguous, it will be interpreted against Chesterfield and Chesterfield will be held responsible for the costs of the SCADA controls installation and integration.

BUI's interpretation of the contract was reasonable based on Chesterfield's past procurements. In bid documents for the Iron Bridge Road Water Line, the bid sheet contained a line item and dollar value for the integrators. (Ex. 5). Additionally, in that procurement, the proposals from the Network Integrators were addressed to all bidders and not to Chesterfield or the project engineer. (Ex. 5). As a result, it was clear in the Iron Bridge Road Water Line bid documents that the contractor would pay the integrators. This was not the case on the Project where the proposals were addressed to either the project engineer or Chesterfield. Additionally, there was no bid form that included the cost for the SCADA controls contractors. Chesterfield had in the past drafted specifications which clearly identified who would be responsible for retaining the SCADA controls contractor. However, it chose for the Project to not use those documents and even stated in the Specifications for the Project that the work would be owner provided.

BUI's Costs

BUI requests compensation in the amount of $292,106.00. This is the amount of the Autologic, Emerge and Kapsh quotes form Exhibit G of the Contract. Chesterfield has already compensated BUI for the cost increase between the amounts identified in these control contractors' proposals and the amounts actually charged for the work.

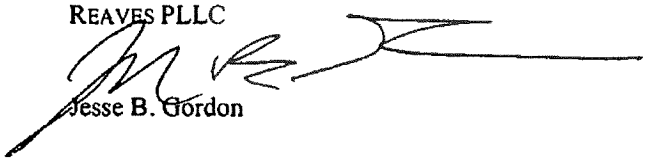
Conclusion

Based on the foregoing, BUI submits this claim pursuant to Virginia Code § 2.2-4364 and asks that Chesterfield issue a change order for $292,106.00 to BUI for procuring the SCADA controls work.

Please feel free to contact me if you would like to discuss this matter.

Sincerely,

REAVES PLLC



Jesse B. Gordon

enc.

cc: Client (by email only)

Tim Easter
Chesterfield County
9840 Government Center Pkwy.
Chesterfield, Virginia 23832

Heather Campbell
Dewberry Engineers, Inc.
4805 Lake Brook Drive, Suite 200
Glen Allen, Virginia 23060

Ex. 2 Pg. 14

DESCRIPTION OF PROJECT

COUNTY OF CHESTERFIELD, VIRGINIA
HOPKINS ROAD TO ROUTE 1 WATERLINE IMPROVEMENTS
UTILITIES PROJECT NO. 19-0225
DEWBERRY PROJECT NO. 50117507

The project consists of the installation of 16-inch waterline in two separate segments to replace and upsize existing waterlines, and the installation of two flow control vaults. Segment 1 is approximately 3,500 linear feet with starting connection point at Hopkins Road and ending connection point at Walmsley Boulevard. Segment 2 is approximately 6,800 linear feet with starting connection point at Space Road and ending connection point at Cogbill Road. Segment 2 includes a trenchless crossing of CSX Railroad. Work for this project generally includes:

(1) Furnish and install approximately 10,146 LF of 16 inch, 150 LF of 12 inch, 136 LF 8-inch, and 131 LF of 6 inch Ductile Iron (DI) water main by open-cut excavation, along with associated valves, fittings, hydrants, and associated appurtenances.

(2) Install 192 LF of 30-inch Steel Casing and 16 inch DI water main by boring under Railroad.

(3) Install 75 water service transfers.

(4) Install two new vaults, each with associated flow control valve, piping, and electrical service.

(5) Coordinate with the integrators and install system per their scopes.

(6) Demolish vault and associated valves, and furnish and install new piping.

(7) Install necessary erosion and sediment control measures and provide traffic control.

(8) Complete site restoration.

EXHIBIT 1

D-1

EX. 2 TO A

CC. **HOPKINS RD FLOW CONTROL VALVE AND VAULT WORK COMPLETE** - Lump sum price furnishing and installing all items that are included in the new valve vault area, which includes, but is not limited to, gravel access drive, excavation, shoring, flow rate control valve, vault, piping, valves, fittings, electrical work, coordination with integrator, and site restoration.

DD. **BELLWOOD FLOW CONTROL VALVE AND VAULT WORK COMPLETE** - Lump sum price furnishing and installing all items that are included in the new valve vault area, which includes, but is not limited to, gravel access drive, excavation, shoring, flow rate control valve, vault, piping, valves, fittings, electrical work, coordination with integrator, and site restoration.

EE. **DEMOLISH WALMSLEY PRV COMPLETE** - Lump sum price for demolition of vault, piping, valves, furnishing and installing new piping and fittings, and site restoration.

FF. **TRAFFIC CONTROL** Lump sum price shall include all work necessary to furnish, install, operate and remove traffic control devices, including flagmen, in accordance with plans, specifications and VDOT Work Area Protection Manual.

GG. **MOBILIZATION** Lump sum price shall include all work necessary to mobilize, demobilize and remobilize as necessary to perform work in accordance with the project plans and specifications. Cost for this item shall not exceed 3% of total bid.

54. **AUDIT OF VENDOR RECORDS**

Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges and compliance related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the County to the Contractor pursuant to this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.

EXHIBIT 2

EX. 3 TO 14

SECTION 17000

GENERAL REQUIREMENTS FOR PROCESS INSTRUMENTATION AND CONTROL SYSTEMS

PART 1- GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of Contract, including General and Supplementary Conditions, apply to Work of this Section. Should there be any conflict between provisions or requirements elsewhere indicated and the provisions of this division, request written clarification by addendum prior to submission of bid or abide by the interpretation of the Engineer.

B. Contractor is responsible for providing all instruments shown in the Contract Drawings and/or as specified in the Specifications.

1.2 SUMMARY

A. General: This section specifies general requirements that are applicable to all process instrumentation and control systems.

B. Scope: The process instrumentation and control system shall include field-mounted process variable transmitters and primary elements, control devices, programmable automation controllers, control panel assemblies, local control panels, signal conditioning equipment, and utility and support systems; unless otherwise noted below. The process instrumentation and control system shall be configured as specified herein and as indicated on the Drawings.

C. Work of this Specification shall include engineering, furnishing, installing, start-up, calibrating, and testing of all new instrumentation and control systems required for the construction, integration and commissioning of a complete process instrumentation and control system. Total integration of field-mounted instrumentation, control devices, and process equipment furnished and installed as work of this section of the Specifications, and of similar equipment furnished and installed as work of other sections shall be the responsibility of this section of the Specifications.

The Owner shall perform the work identified in paragraph C (Work by Others) below. The Contractor shall be responsible for coordinating with the Owner as required to ensure that a complete functional system will be provided.

1.3 Codes and Standards

A. Electrical Code Compliance: Comply with applicable local code requirements of the authority having jurisdiction and the National Electrical Code, NFPA 70.

B. NEMA Compliance: Provide components which comply with the following standards:

1. NEMA 250 Enclosures for Electrical Equipment (1000 Volts Maximum)

C. ISA Compliance: Provide methods and components which comply with the following standards:

1. ISA RP-60.11 Crating, Shipping and Handling for Control Centers

2. ISA S51.1 Process Instrumentation Terminology

D. ANSI Compliance: Provide methods and components which comply with the following standards:

1. ANSI B16.5 Pipe Flanges and Flanged Fittings

E. API Compliance: Provide methods and components which comply with the following standards:

1. API RP550 Manual on Installation of Refinery Instruments and Control Systems, Part I - Process Instrumentation and Control Sections 1 Through 13

F. ASTM Compliance: Provide methods and components which comply with the following standards:

1. ASTM A269 Seamless and Welded Austenitic Stainless Steel Tubing for General Service

1.4 QUALITY ASSURANCE, STANDARDS, DEFINITIONS, AND SYMBOLS

A. General: Refer to general conditions section for general administrative/procedural requirements related to compliance with codes and standards. Materials and workmanship shall comply with all applicable codes, specifications, local ordinances, industry standards, and utility company regulations. In case of difference between codes, state laws, local ordinances, industry standards, utility company regulations, and the contract documents, the most stringent shall govern.

B. Contractor Qualifications: The contractor proposing to perform the work of Division 17 shall meet or exceed the following qualifications. Upon request by the Engineer and prior to award of the contract, the contractor shall be required to demonstrate compliance with the stated qualification requirements.

1. Involvement in 5 (minimum) projects of similar scope and size involving the design, integration, installation, testing and commissioning of industrial process instrumentation and control systems.

2. Shall have at the time of project advertisement an experienced engineering and technical staff capable of process control system design, integration, testing, and commissioning,

as well as a thorough understanding of industrial process instrumentation and control systems similar to that specified herein. Staff capabilities shall also include the preparation of system documentation and system operation and maintenance training.

C. Definitions:

1. General: The definitions of terminology used in these Specifications shall be defined in ISA Standard S51.1 unless otherwise specified.

2. Two-Wire Transmitter: A transducer which derives operating power supply from the signal transmission circuit and therefore requires no separate power supply connections. As used in this Specification, two-wire transmitter refers to a transmitter which produces a 4 to 20 milliampere current regulated signal in a series circuit with a 24 volt direct current driving potential and a maximum circuit resistance of 600 ohms. E.g. Loop Powered devices.

3. Four-Wire Transmitter: A transducer which derives operating power from separate power supply connections. A four-wire transmitter produces a 4 to 20 milliampere current regulated signal in a series circuit with a maximum circuit resistance of 600 ohms. Four-wire transmitters typically require 120 volt alternating current or 24 volt direct current input power supply. E.g. externally or independently powered devices.

4. Galvanic Isolation: Pertaining to an electrical node having no direct current path to another electrical node. As used in this Specification, galvanic isolation refers to a device with electrical inputs and/or outputs which are galvanically isolated from ground, the device case, the process fluid, and any separate power supply terminals, but such inputs and/or outputs are capable of being externally grounded without affecting the characteristics of the devices or providing path for circulation of ground currents.

5. Panel: An instrument support system which may be either a flat surface, a partial enclosure, or a complete enclosure for instruments and other devices used in process control systems. Panels may provide mechanical protection, electrical isolation, and protection from dust, dirt, and chemical contaminants which may be present in the atmosphere. Panel shall include consoles, cabinets and racks.

6. Data Sheets: Data sheets as used in this Specification shall be provided.

7. Signal Types: The following types of signals are used in systems specified in this division.

8. High Level Analog: Signals with full output level greater than 100 millivolts but less than 30 volts, including 4-20 mA transmission.

9. Digital Code: Coded information such as that derived from the output of an analog to digital converter or the coded output from a digital computer or other digital transmission terminal. This type includes those cases where direct line driving is utilized and not those cases where the signal is modulated.

referenced to similar drawings for other related system such as motor control centers, equipment control panels, local control panels, field-mounted instruments, etc. All interfaces to remote systems shall include panel and /or equipment designations, wire numbers, and terminal designations.

4. Connection Diagrams: Connection diagrams for panels shall be provided by the Contractor. Connection diagrams shall show components of a control panel in an arrangement similar to the actual layout of the panel. Input/output system wiring diagrams shall be organized by input/output module. All connections to an input/output module shall be indicated on a common drawing. Internal wiring between devices within the panel shall be shown on these diagrams. Connection diagrams shall show all terminal blocks whether used for internal or field wiring. Those used for field wiring shall be clearly identified as such. Wiring diagrams shall indicate insulation color code, signal polarities, and shall show wire numbers and terminal block numbers.

5. Interconnection Diagrams: Interconnection diagrams shall be provided by the Contractor for field wiring. Interconnection diagrams shall show each panel and field devices. Wire numbers, cable numbers, raceway numbers, terminal box numbers, terminal block numbers, panel numbers, and field device tag numbers shall be shown.

6. Panel Layout and Assembly Drawings: Panel layout and assembly drawings shall provide dimensioned front and backpanel equipment layouts and sections showing clearances between face and rear mounted equipment. Drawings shall include bill of materials, PLC layout and configuration and individual PLC module configuration switch settings, jumper positions, and final addressing of all communication network nodes.

7. Equipment shall be identified on all drawings and diagrams by a functional description and a cross reference to the bill of materials. Drawings shall include a nameplate engraving schedule showing engraving by line, character size, and nameplate size.

1.5 RESPONSIBILITIES OF OWNER

A. Perform PLC programming based on the Functional Controls Description included under this Division.

B. Training and Documentation: Comprehensive training and system documentation shall be provided for all systems furnished as work of this section of the Specifications.

C. Drawings: Examine all Drawings relating to the project. Include all work, materials, and equipment mentioned or shown as being provided under this division. Refer to all Drawings and details in coordinating and completing the work. Report any discrepancies, conflicts, or omissions; accomplish work required for conformance and/or completion. The Contractor shall examine the mechanical Drawings and specifications to determine actual locations, sizes, materials and ratings of process connections.

D. Specifications: Examine all specification divisions relating to the project. Include all work, materials, and equipment mentioned as being provided under this division. Report

any discrepancies, conflicts, or omissions; accomplish work require for conformance and/or completion.

1.6 RESPONSIBILITIES OF CONTRACTOR

A. Contractor is responsible to the Owner for performance of all systems.

1.7 SUBMITTALS

A. General: Compliance submittals shall be prepared and submitted in accordance with the Conditions of Contract, and this specification section. The types of submittals required for process instrumentation and control work are defined herein. Refer to each Division 17 specification section for additional requirements.

B. A copy of the respective specification section, with addendum updates included, and all referenced and applicable sections, with addendum updates included, with each paragraph check-marked to indicate specification compliance or marked to indicate requested deviations from specification requirements.

C. Check marks (in the margin adjacent to the beginning of the paragraph) shall denote full compliance with a paragraph as a whole. If deviations from the specifications are indicated and, therefore requested by the Contractor, each deviation shall be underlined and denoted by a number in the margin to the right of the identified paragraph. The remaining portions of the paragraph not underlined will signify compliance on the part of the Contractor with the specifications.

D. The submittal shall be accompanied by a detailed, written justification for each deviation. Failure to include a copy of the marked-up specification sections, along with justification(s) for any requested deviations to the specification requirements, with the submittal shall be sufficient cause for rejection of the entire submittal with no further consideration.

1.8 RECORD DRAWINGS AND SCHEDULES

A. General: Drawings submitted in accordance with the requirements of paragraph 17000-1.4 and all schedules included in Division 17 shall be provided as record drawings and submitted with the final Owner's Manuals. Drawings shall reflect the final constructed state of the instrumentation and control systems.

B. Format: Computer-aided drafting (CAD) drawing files shall be converted .DWG file format and provided in hard copy along with electronic backup unless otherwise specified. All CAD drawing files shall be updated to reflect final as-constructed state of the process instrumentation and control system.

1.9 MANUALS AND DATASHEETS

A. General: Submittals shall be in accordance with Conditions of Contract and the requirements of this specification section. Owner's Manuals shall be submitted complete

prior to commencing any startup or training activities; partial or incomplete data shall not be accepted.

B. Contact Information: Owner's Manuals information shall include the names, addresses, and telephone numbers of the manufacturer, the nearest representative of the manufacturer, and the nearest supplier of the manufacturer's equipment and parts.

C. As-Built Control Wiring Diagrams and Assembly Drawings: As-built control diagrams and assembly drawings shall be provided as specified in General PI&C Requirements.

D. Manufacturer's Literature: Manufacturer's literature shall include instructions for installation, startup, calibration, operation, and troubleshooting of the equipment as published by the original equipment manufacturer. Literature shall include full specification of each item in the system with associated equipment serial numbers, operating ranges, and pertinent data.

E. User Manuals: User manuals shall include a detailed description of how each equipment item operates and the procedures for installation, setup, programming, calibration and tuning of the equipment. A functional description of each operator control device, display, and indicator associated with the equipment shall be provided.

F. Programmable Logic Controller Manuals: Manufacturer's published manuals shall be provided for each component of the programmable automation controller system. Manuals shall include the following:

1. Installation and user manuals for each component type.

2. Processor instruction set reference manual.

3. Common procedures reference manuals.

1.10 Setup, Configuration, and Nameplate Information

A. General: A written record of the following information shall be provided in its entirety.

B. Setup and configuration parameters in including all parameters left in the factory default state.

C. Configuration switch/jumper positions.

D. Nameplate Information: Nameplate information shall be provided for all nameplates located on the applicable equipment item. Nameplate information shall be a precise duplication of the information presented on the nameplate and shall contain no superfluous data or information interspersed amongst other data relative to the equipment. A legible digital image of the nameplate shall be acceptable.

E. Applicable Equipment: Setup, configuration, and nameplate information shall be provided for the following equipment types. The specified information shall be consolidated and organized by equipment item.

1. Process variable transmitters.

2. Process analyzers.

3. Process switches.

4. Signal conditioners.

5. Solid state motor starters and overload relays.

6. Adjustable frequency drives.

7. Communications settings (e.g. Ethernet)

F. Organization: Owner's manuals shall be organized as individual volumes described below as applicable. Each volume shall be assembled in a slant D-ring binder sized to provide twenty percent spare binder capacity. Each volume shall include a table of contents with tabbed dividers.

1. Drawings: Binders for drawings shall be sized to accommodate the drawings in their original size as specified.. Drawings shall be assembled in the binders with an engineering fold exposing a right hand reference edge. Individual drawing volumes shall be provided for each process facility with individual tabbed sections for each control panel, motor control center, or adjustable frequency drive located in the facility.

2. Process Instrumentation: Volumes for process instrumentation shall have major sections organized by instrument type. Each major section shall have subsections that include the contact information, manufacturer's literature, and user manuals for each instrument type followed by the setup, configuration, and nameplate information for each instrument of the associated type.

3. Control Panel Hardware: Volumes shall include contact information, manufacturer's literature, and user manuals for all hardware systems mounted in control panels including power conditioning equipment, power distribution equipment, active and passive network hardware, and environmental control systems.

4. Programmable Automation Controllers: Volumes shall include contact information, manufacturer's literature, and user and reference manuals in accordance with this specification.

PART 2- PRODUCTS

2.1 EQUIPMENT AND MATERIALS

A. Equipment and material shall be new, free from defects, and of the quality specified. Each type of instrument, instrument accessory, and device shall be by the same manufacturer throughout the work. Standard production materials shall be used wherever possible.

2.2 SYSTEM RESOURCE CONFIGURATION

A. The process instrumentation and control system shall be the total integration of field-mounted instruments and control devices, equipment control panels, local control panels, and programmable automation controllers. The process instrumentation and control system configuration, architecture and functional requirements are defined by these Specifications, the Drawings, and the Instrument Index. The Specifications, Drawings, and the Instrument Index shall each be considered complementary to the other for complete definition of the system requirements. All work indicated by one but not the other and vice versa, shall be considered work of this Specification and shall be provided.

2.3 INSTRUMENT IDENTIFICATION

A. Identification Tags: All instruments, including process variable transmitters, analyzers, and switches, shall be provided with a 316 stainless steel identification tag attached to the instrument with 316 stainless steel wire. The instrument tag number shall be stamped in the identification tag in 1/8-inch minimum height characters.

B. Instrument Labeling: Where space is provided on the instrument faceplate for user labeling, an adhesive, machine-printed label with black lettering on white background shall be provided. The label shall identify the instrument tag number, description, and operating range with engineering units.

PART 3- EXECUTION

3.1 INSTALLATION

A. General: Equipment shall be located so that it is readily accessible for operation and maintenance. Where installation procedures are not specified herein, API RP550 shall be used as a guide.

B. Sensitive electronic equipment shall not be installed until all construction activities that result in the production of any air borne matter such as dust, dirt, paint, etc., are completed. Such equipment includes, but not by way of limitation, programmable automation controllers, DC power supplies, uninterruptible power supplies, and network hardware.

C. Field Equipment: Equipment shall be provided as specified on the Drawings such that ports and adjustments are accessible for in-place testing and calibration. Where possible, equipment shall be located between 48 inches and 60 inches above the floor or a permanent work platform. Instrumentation equipment shall be mounted for unobstructed access, but mounting shall not obstruct walkways. Equipment shall not be mounted where shock or vibration will impair its operation. Support systems shall not be attached to handrails, process piping or mechanical equipment except for measuring elements and valve positioners. Instruments and cabinets supported directly by concrete or concrete block

walls shall be spaced out not less than 5/8 inch by framing channel between instrument and wall.

D. Support Systems: Support systems shall be constructed of materials complying with General Electrical Specifications. Support systems, including panels, shall be designed in accordance with Uniform Building Code for the applicable seismic zone and to prevent deformation greater than 1/8 inch under the attached equipment load and an external load of 200 pounds in any direction.

E. Electrical Connections:

1. General: Electric power wiring and equipment shall be in compliance with Division 16.

2. Signal Connections: Electric signal connections to equipment shall be made on terminal blocks or by locking plug and receptacle assemblies.

3. Conduit Connections: Liquidtight flexible conduit shall be used between equipment and rigid raceway systems except that flexible cable assemblies may be used where plug and receptacle assemblies are provided and the installation is not subject to mechanical damage in normal use. The length of flexible conduit or cord assemblies shall not exceed 2 feet. Flexible cable, receptacle and plug assemblies shall be used only where specified.

4. Surge Suppression

5. Control panel power shall have a surge arrestor approved by UL following the main disconnect. The surge arrestor shall be the appropriate voltage and rating for the panel,

6. Analog signals shall have surge arrestors and signal isolators approved by UL.

F. Signal Transmission:

1. Analog Signals: Signal transmission between electric or electronic instruments shall be 4 to 20 milliamperes and shall operate at 24 volts DC unless otherwise specified. Milliampere signals shall be current regulated and shall not be affected by changes in load resistance within the unit's rating. Measurement loops shall be grounded at external terminals by bonding to the instrument panel signal ground bus. The Contractor shall provide isolating amplifiers for field equipment possessing a grounded input or output.

2. Discrete Signals: Relay or switch contact configurations shall be as follows:

3. Alarms: Contact outputs used for alarm initiation shall be closed under normal conditions and shall open to initiate the alarm.

4. Control/Command: Contact outputs used to control equipment shall be normally open and shall close to initiate equipment operation.

5. Status: Contact outputs used to indicate equipment operating status shall be normally

open and shall close to indicate the active (run, ready, etc.) status.

G. Equipment located in hazardous areas shall be made safe for the specified conditions by use of intrinsic safety barriers approved by Underwriters Laboratories Inc. (UL)

H. DELIVERY, STORAGE, AND HANDLING

I. Deliver materials and equipment properly packaged. Utilize factory fabricated containers or wrappings for materials and equipment which protect materials and equipment from damage. All process control and instrumentation systems and equipment shall be stored in a clean, dry, temperature-controlled location. Inspect materials and equipment to ensure that no damage has occurred during shipment.

J. Store materials and equipment in original packaging and protect from weather and construction traffic. Wherever possible, store indoors; where necessary to store outdoors, store above grade and enclose with watertight wrapping.

K. Handle materials and equipment carefully to prevent physical damage to materials and equipment. Remove packaging, including the opening of crates and containers, avoiding the use of excessive hammering and jarring which could damage the materials and equipment contained therein. Do not install damaged materials or equipment; remove from site and replace damaged materials and equipment with new.

3.2 HOUSEKEEPING

A. Process instrumentation and control systems shall be protected from dust, water and damage during the construction period.

B. Upon completion of the work, remove all litter, waste material, unused materials, and Contractor's tools and equipment from the job site.

C. Thoroughly clean and remove all residue from interior surfaces.

D. Clean exterior surfaces of all materials and equipment and leave in an unblemished condition.

3.3 TESTING

A. Testing shall be performed by the Contractor in accordance with Specification 17030

END OF SECTION

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Ex. 4 to A-1

BRIDGEMAN UNDERGROUND INC.

BRIDGEMAN UNDERGROUND

BUI RFI #001	REQUEST FOR INFORMATION (RFI)		
CONTRACT NO. 19-0225	CONTRACT TITLE Hopkins Rd To RTE 1 Waterline Improvements	RFI NO. 001	PAGE NO. Page 1 of 7

Contractor's Request for Information

REQUESTED BY: JACOB TUCKER	DATE REQUESTED: 1/31/2024	POTENTIAL COST IMPACT? ☑ Yes ☐ No POTENTIAL SCHEDULE IMPACT? ☑ Yes ☐ No
CONTRACTOR:	BRIDGEMAN UNDERGROUND INC.	
RFI SUBJECT:	SCADA Installation, Integration, and Testing	
SPEC. SECTION:		

INFORMATION REQUESTED:

In an email addressed to me on 1/3/2024 it was stated that the intent of the Autologic, Emerge, and Kapsh quotes included in the contract documents was for the Contractor to subcontract these companies to install, integrate, and test the flow control valve SCADA equipment for both flow control valves. However, on page D-1 of the bid manual under sections four (4) and five (5) it states that the contractor is to install two new vaults, each with associated flow control valves, piping, and electrical service as well as coordinate with integrators and install system per their scope. Also, on page G-24 in the pay item descriptions the contract again states that the contractor should coordinate with integrators. On prior projects bid with the County of Chesterfield the bid manual provided a line item for the installation, integration, testing of the SCADA controls as well as the provided quotes within the bid manual that were addressed attention all bidders, not the County or a representative of the County as was the case in these contract documents. It should also be noted that on page 17000-1 in the General Requirements under section C the bid manual states that the Owner shall perform the work identified in paragraph C(Work By Others) below. The Contractor shall be responsible for coordinating with the Owner as required to ensure that a complete functional system will be provided. BUI believed this language to mean that the Owner of the project had contracted these companies to perform their respective scopes on the Hopkins Rd Waterline Project and that BUI would only coordinate the work.

Was it the intent of the Engineer for the Contractor to subcontract the necessary companies to install, integrate, and test the SCADA control systems for the flow control valves?

EXHIBIT 4

ATTACHMENT:

associated appurtenances.

( ) Install 192 LF of 30-inch Steel Casing and 16-inch DI water main by boring under Railroad.

(3) Install 75 water service transfers.

(4) Install two new vaults, each with associated flow control valve, piping, and electrical service.

(5) Coordinate with the integrators and instal system per their scopes.

(6) Demolish vault and associated valves, and furnish and install new piping

(7) Install necessary erosion and sediment control measures and provide traffic control.

(8) Complete site restoration.

D 1

CC. **HOPKINS RD FLOW CONTROL VALVE AND VAULT WORK COMPLETE** - Lump sum price furnishing and installing all items that are included in the new valve vault area, which includes, but is not limited to, gravel access drive, excavation, shoring, flow rate control valve, vault, piping, valves, fittings, electrical work, coordination with integrator, and site restoration.

DD. **BELLWOOD FLOW CONTROL VALVE AND VAULT WORK COMPLETE** - Lump sum price furnishing and installing all items that are included in the new valve vault area, which includes, but is not limited to, gravel access drive, excavation, shoring, flow rate control valve, vault, piping, valves, fittings, electrical work, coordination with integrator, and site restoration.

C. Work of this Specification shall include engineering, furnishing, installing, start-up, calibrating, and testing of all new instrumentation and control systems required for the construction, integration and commissioning of a complete process instrumentation and control system Total integration of field-mounted instrumentation, control devices, and process equipment furnished and installed as work of this section of the Specifications, and of similar equipment furnished and installed as work of other sections shall be the responsibility of this section of the Specifications

The Owner shall perform the work identified in pamgraph C (Work by Others) below The Contractor shall be responsible for coordinating with the Owner as required to ensure that a complete functional system will be provided

1.3 Codes and Standards

A. Electrical Code Compliance: Comply with applicable local code requirements of the authority having jurisdiction and the National Electrical Code, NFPA 70

BRIDGEMAN UNDERGROUND INC.

BRIDGEMAN UNDERGROUND

Owner Response			
ANSWERED BY:	Heather Campbell, PE	DATE RECEIVED:	1/31/24
TITLE:	Project Manager, Dewberry	DATE ANSWERED:	2/6/24

OWNER RESPONSE TO CONTRACTOR:

The Contractor is responsible for subcontracting the integration work included in the plans and specifications.

Specification Section 17010 Integrators, 2.1, 2.2, and 2.3 clearly states the Contractor's responsibility of obtaining the services of the Network Integrator, Systems Integrator, and SCADA System Contractor, clearly defines the approved Network Integrator, Systems Integrator, and SCADA System Contractor for this project with contact information and outlines the scope for each position, as well as references the associated scopes and fees in the Appendix.

Example From Other Project

INVITATION TO BID # ADMN18000124

FOR

COUNTY OF CHESTERFIELD, VIRGINIA

IRON BRIDGE ROAD WATER LINE

UTILITIES PROJECT NO. 16-0058

AUGUST 2017

Prepared By:

COMMONWEALTH OF VIRGINIA
STEPHEN T. CROWE
No. 39778
1-11-2018
PROFESSIONAL ENGINEER

AECOM
4840 Cox Road
Glen Allen, Virginia 23060
804-515-8300

Example From Other Project

Item No. & Estimated Quantity	Item	Unit Price	Item Amount
25. 3 EA.	5/8-Inch Water Service Connection (Short) @	$	$
26. 2 EA.	5/8-Inch Water Service Connection (Long) @	$	$
27. 1 EA.	Preassembled Flushing Mechanism @	$	$
28. Lump Sum	Waterline and Appurtenances Abandonment As Per Plan @	$	$
29. 3,800 L.F.	Silt Fence @	$	$
30. 250 L.F.	Super Silt Fence @	$	$
31. 15 EA.	Inlet Protection @	$	$
32. 275 S.Y.	Construction Entrance @	$	$
33 Lump Sum	Valve and Vault Area Work Complete (All Work Shown on Plan Sheets C-5 (Detail-A), E-1, E-2, E-3, and S-1) @	$	$
34. Lump Sum	Instrumentation and Control System Furnished and Installed by Kapsch (See Appendix - C) @ One Hundred and Nine Thousand Seven Hundred and Thirty Three No/100	$109,733.00	$

TOTAL (Items 1 - 34) = $

Example From Other Project

Attn: All Bidding Contractors Date 9/5/2017

Subject: Chesterfield County-Iron Bridge Road Waterline-SCADA Interface Proposal

Dear Mr. Easterbrook
Kapsch TrafficCom USA, Inc ("Kapsch") is pleased to offer this proposal to integrate the Iron Bridge Waterline Instrumentation and control upgrades into the current Addison-Evans DYNAC SCADA platform

PRICING

Our price to provide the materials and services described in the 'Work Included' section is for the lump sum fixed value of: **$109,733**

TAXES, PERMITS & DUTIES

The above quoted price **DOES NOT** include any taxes, permits or duties which may be applicable to the proposed scope of work.

BONDS

Kapsch is fully bondable. However, the cost of bonds is **NOT** included in our quoted price.

FREIGHT

F.O.B. destination with full freight allowed to the job site if determined freight is needed.

WORK INCLUDED

The following section outlines the scope of services included in our proposal.

References

This proposal is based upon the following project plans and specifications:

- AECOM 95% Submittal, NFC (Working Set, dated Aug 2017, Job# 60519116)

General

The proposed scope of work is applicable to the following project site:

- Iron Bridge Road, Chesterfield VA

BRIDGEMAN

BRIDGEMAN

Bridgeman
Underground Inc.

Scanned/Emailed
3/6/2024

EX. 5 TO A

Jacob Tucker
5662 Mooretown Rd
Williamsburg, Virginia 23188
Jacob@BridgmanUnd.com

Tim Easter
9840 Government Center Pkwy
Chesterfield, VA 23832
EasterT@Chesterfield.gov

RE: ***Notice of Intent to File a Claim #001 – Hopkins Rd Waterline Flow Control Valve SCADA***

Mr. Easter,

(RFI 001 Issues)

In an email addressed to me on January 3, 2024, it was stated that the intent of the Autologic, Emerge, and Kapsch quotes included in the contract documents were for the Contractor to subcontract these companies to install, integrate, and test the flow control valve SCADA equipment for both flow control valves. However, on page D-1 of the bid manual under sections four (4) and five (5) it states that the contractor is to install two new vaults, each with associated flow control valves, piping, and electrical service as well as coordinate with integrators and install system per their scope. Also, on page G-24 in the pay item descriptions the contract again states that the contractor should coordinate with integrators. On prior projects bid with the County of Chesterfield the bid manual provided a line item for the installation, integration and, testing of the SCADA controls as well as the provided quotes within the bid manual that were addressed attention all bidders, not the County or a representative of the County as was the case in these contract documents. It should also be noted that on page 17000-1 in the General Requirements under section C, the bid manual states that the Owner shall perform the work

EXHIBIT 5

identified in paragraph C (Work By Others) below. The Contractor shall be responsible for coordinating with the Owner as required to ensure that a complete functional system will be provided. This language indicated to bidders that the Owner of the project had contracted these companies to perform their respective scopes on the Hopkins Rd Waterline Project and that BUI would only coordinate the work.

In Bridgeman Underground, Inc.'s ("BUI") request for information ("RFI") #001 dated January 31, 2024(shown in italics at the beginning of this document), Dewberry representative Heather Campbell responded affirming the initial email response previously mentioned. In this RFI, BUI notes and shows multiple examples of the ambiguities and errors throughout this specification that lead the contractor at bid time to assume that the work would not be covered under this contract. BUI also showed an example of a previous Chesterfield County project that also included SCADA integration quotes in the contract, however, these quotes were addressed to all bidders at bid time. This example contract also provided a clear line item and description of the SCADA integration and was considered clear at bid time what it encompassed. These examples have been attached to this document for reference.

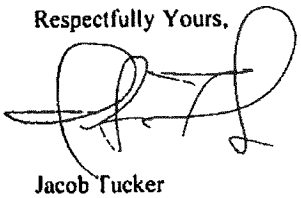
The General Requirements of spec section 17000 govern the installation and integration of the SCADA systems required to operate the proposed flow control valves. BUI has identified multiple ambiguities throughout the entire 17000 specification section in the contract such as the note comparison of 17000-1 and 17010. Contractual provisions are considered ambiguous when they may be understood in more than one way, or if they may be construed to refer to two or more things at the same time. Further, any ambiguities will be construed against Chesterfield County and the drafter of the contract. In this instance BUI reasonably interpreted the contract's repeated use of the word coordinate in reference to the SCADA installation and integration to mean that BUI would only coordinate and not contract with the contractors. Coordinate is defined as bringing into a common action, movement, or condition, which directly conflicts with subcontract or obtain the services of a subcontractor. Moreover, in the Construction industry coordinate is typically used to reference contractors or parties that you work with but are not contracted with. For example, contacts often require trades to coordinate their work with other trades so as to not delay the project.

Due to the blatant misuse of this term, BUI was led to believe that Chesterfield County Department of Public Utilities would be obtaining the services of the subcontractors listed in the contract documents and the contractor would simply coordinate the work onsite and hence this item was not accounted for by BUI in its bid submitted at bid time.

During BUI's meeting with Chesterfield County on Thursday the 29th of February 2024 regarding this issue, Dewberry representatives stated that this issue was covered extensively in the pre-bid conference however no meeting minutes were prepared and none of this information was supplied to the bidders as an addendum to the contract documents.

Bridgeman Underground, Inc. is committed to performing all aspects of the Hopkins Road Waterline Improvements project in a workmanlike manner but disagrees with the County's assessment of the situation. In accordance with section sixty-one ("61") of the contract documents *Procedures For Claims And Disputes*, please accept this letter as well as the attached supporting documentation as Bridgeman Underground, Inc.'s notice of intent to file a claim for all cost associated with the installation and integration of the SCADA/Communications equipment and software required to operate the proposed flow control valves on this project.

Respectfully Yours,



Jacob Tucker
Project Manager

BRIDGEMAN UNDERGROUND INC.

ATTACHMENT:

CC. HOPKINS RD FLOW CONTROL VALVE AND VAULT WORK COMPLETE

DD. BELLWOOD FLOW CONTROL VALVE AND VAULT WORK COMPLETE

C Work of this Specification shall include engineering, furnishing, installing, start-up, calibrating, and testing of all new instrumentation and control systems required for the construction, integration and commissioning of a complete process instrumentation and control system. Total integration of field-mounted instrumentation, control devices, and process equipment furnished and installed as work of this section of the Specifications, and of similar equipment furnished and installed as work of other sections shall be the responsibility of this section of the Specifications.

The Owner shall perform the work identified in paragraph C (Work by Others) below. The Contractor shall be responsible for coordinating with the Owner as required to ensure that a complete functional system will be provided.

1.3 Codes and Standards

A Electrical Code Compliance: Comply with applicable local code requirements of the authority having jurisdiction and the National Electrical Code, NFPA 70.

GENERAL REQUIREMENTS

INVITATION TO BID # ADMN18000124

FOR

COUNTY OF CHESTERFIELD, VIRGINIA

IRON BRIDGE ROAD WATER LINE

UTILITIES PROJECT NO. 16-0058

AUGUST 2017

Prepared By:

AECOM

4840 Cox Road
Glen Allen, Virginia 23060
804-515-8300

COMMONWEALTH OF VIRGINIA
STEPHEN T. CROWE
No. 39778
1-11-2018
PROFESSIONAL ENGINEER

Example From Other Project

Item No. & Estimated Quantity	Item	Unit Price	Item Amount

Kapsch TrafficCom USA, Inc.

Example From Other Project

Attn: All Bidding Contractors

Subject: Chesterfield County-Iron Bridge Road Waterline-SCADA Interface Proposal

Dear Mr. Easterbrook,
Kapsch TrafficCom USA, Inc. (Kapsch) is pleased to offer this proposal to integrate the Iron Bridge Waterline instrumentation and control upgrades into the current Addison-Evans DYNAC SCADA platform.

PRICING

Our price to provide the materials and services described in the 'Work Included' section below for the lump sum fixed value of **$109,733**

TAXES, PERMITS & DUTIES

The above quoted price **DOES NOT** include any taxes, permits or duties which may be applicable to the proposed scope of work.

BONDS

Kapsch is fully bondable. However, the cost of bonds is **NOT** included in our quoted price.

FREIGHT

FOB destination with full freight allowed to the job site if determined freight is needed.

WORK INCLUDED

The following section outlines the scope of services included in our proposal.

References

Our proposal is based upon the following project plans and specifications:

- AECOM 95% Submittal NFC Working Set dated Aug 2017, Job# 60519116)

General

The proposed scope of work is applicable to the following project site:

- Iron Bridge Road, Chesterfield VA

Autologic
Engineering

569 B Southlake Blvd
North Chesterfield, VA 23236
(804) 675-3070

February 19, 2024

Jacob Tucker
Bridgeman Underground
5662 Mooretown Rd
Williamsburg, VA 23188

RE. Autologic Proposal #23 041 Chesterfield Hopkins & Bellwood Waterline Improvements _rev3

Dear Mr Tucker

Autologic LLC is pleased to provide hardware, programming, design services, and onsite support for the Chesterfield Hopkins and Bellwood waterline improvements project A detailed Scope of Work is attached to this estimate.

Autologic's Lump Sum Cost for this project is **Two Hundred Sixty-Four Thousand Nine Hundred Dollars ($264,900).**

Invoicing shall be as follows for th s proposal:

Invoice #	Milestone	% / $ amount
23 041 01	PO received	30% / $79,470
23 041 02	Design complete	20% / $52,980
23 041-03	Materials received	20% / $52,980
23-041-04	Programming complete	20% / $52,980
23 041-05	Site acceptance	10% / $26,490

Payment terms shall be NET 30 Th s proposal is valid for 30 days

Autologic appreciates the opportunity to work with Bridgeman Underground on this project. Please feel free to contact me if you have any questions regarding this proposal

Sincerely,
Ben Lape
Electrical & Controls Engineer

C Scott Bradshaw, Stephen R ley, Mike Lynch, Aaron Mutter – Autologic LLC

Chesterfield County
Hopkins and Bellwood Waterline Improvements _rev3

A. Overview

This proposal is for the hardware, programming, design services, and onsite support for the Chesterfield Hopkins and Bellwood waterline improvements project. This proposal is derived from the specification document titled "2023.01 31 Hopkins Rd to Rte 1 Waterline 100% Specs_FINAL resubmission" and plan document titled "2023.01.31 Hopkins Rd to Rte 1 Waterline 100% Plans_FINAL resubmission" authored by Dewberry

Autologic's scope of work for this project includes the following derived from Specification Section 17010 2 2 D

- The design, configuration, programming, testing, installation, start up, training, and implementation of the Bellwood Road SCADA RTU Panel is the total responsibility of Autologic.
- Update data concentrator at AEWTP to support flow control valve vault communications to both the Hopkins Road RTU and Bellwood Road RTU
- Test and confirm telemetry from the BFCV to the AEWTP data concentrator
- Provide new Bellwood RTU panel with PLC UPS, mounting brackets fittings, hardware, wire, and materials necessary for a turnkey installation
  Coordinate with the Network Integrator and SCADA System Contractor regarding integration and testing to include scheduling of work.
  Coordination with the Network Integrator includes provision of panel space within the SCADA RTU Panel for the Modem/Firewall and all other equipment required by the Network Integrator Applicable to BFCV RTU only.
  Coordination with the SCADA System Contractor includes providing all data address points and locations to the SCADA System Contractor so that information can be displayed and used on the SCADA system.
  Autologic shall provide reference documentation for work performed, including part numbers, I/O drawings, panel drawings, and a burned archival-grade compact disc with all the configuration and programming files for the devices installed or modified in this contract.

Specificat on sections considered under thi proposal

Specification Section 17000 General Requirements for Process Instrumentation and Control Systems
Specification Section 17010: Integrators
Specification Section 17030: Testing.
Specification Section 17110: PLC Panel
Plans Section E1
Plans Section E2
Plans Section E3

The following sect ons detail what Autologic is providing for this project

B. PLC Hardware and Instrumentation

Autologic shall provide the follow ng equipment as part of the project scope as detailed in Section 17110 of spec document "2023 01 31 Hopkins Rd to Rte 1 Waterline 100% Specs FINAL resubmission "

- New hardware for existing Hopkins Road RTU
  - 1 ea, enclosure side panel to mount Cla Val control er
  - 1 ea, M340 Digital Input module, 16 point, 120VAC input
  - 1 ea, M340 Analog Output module, 4 point, 4 .20mA
  - 6 ea, analog surge suppressors for 4 20mA circuits
  - All necessary terminal blocks, fusing, circuit breakers, for the new signals in the existing Hopkins Road RTU panel.
  - 1 ea, Anchor Scient fic Eco Float switch
- New Bellwood Road RTU with 25% spare I/O
  - 1 ea, NEMA 4X, Type 304 stainless steel enclosure.
  - 1 ea, outdoor rated air conditioning unit
  - 1 ea, M340 12-slot backplane.
  - 1 ea, M340 PLC power supply.
  - 1 ea, M340 MBXP342020 CPU
  - 1 ea, M340 Digital Input module, 16 point, 120VAC input
  - 1 ea, M340 Digital Output module, 16-point, relay output
  - 1 ea, M340 Analog Input module, 8 point, 4..20mA.
  - 1 ea, M340 Analog Output module, 4 point, 4..20mA
  - 1 ea, 1500VA UPS
  - 1 ea, 24VDC UPS with battery backup (600W) for dedicated Cla Val power
  - 1 ea, 24VDC control power supply
  - 1 ea, Unmanaged 5 port network switch
  - 1 ea, RTU panel intrusion detection switch.
  - 1 ea, Anchor Scient fic Eco Float switch
  - 12 ea, analog surge suppressors for 4 20mA circuits
  - All necessary terminal blocks, fusing, circuit breakers, for the new Bellwood Road RTU panel

- Spare Hardware:
  - 5 ea, analog surge suppressors for 4-20mA circuits
  - 1 ea, M340 12 slot backplane
  - 1 ea, M340 PLC power supply
  - 1 ea, M340 Digital Input module, 16-point, 120VAC input
  - 1 ea, M340 Digital Output module, 16-point, relay output
  - 1 ea, M340 Analog Input module, 8-point, 4 20mA
  - 1 ea, M340 Analog Output module, 4-point, 4..20mA

Equipment provided by Autologic is limited to that listed above

C. **Electrical Design**

Autologic shall provide the following services as part of this project

Autologic will create one set of PLC IO elementary drawings. Autologic design shall create the following new drawings for the Bellwood PLC panel using the specifications described in Section 17110 1 3 B of the document titled "2023 01 31 Hopkins Rd to Rte 1 Waterline - 100% Specs_FINAL resubmission."

- Panel layout drawing with BOM (1 dwg).
- Terminal block layout drawing (1 dwg)
- Power distribution drawing (1 dwg)
- I/O module elementary drawings (4 modules, 4 dwgs).
- Network topology drawing (1 dwg)
- SCADA network drawing detailing communications path from SCADA to RTU. Drawing will include ports of ethernet switches, modems, and other hardware used for reliable communications.

Autologic will create one set of PLC IO elementary drawings. Autologic design shall update the existing drawings for the Hopkins Road PLC panel using the specifications described in Section 17110.1 3.B of the document titled "2023.01.31 Hopkins Rd to Rte 1 Waterline - 100% Specs_FINAL resubmission."

- Add new I/O schematics for new PLC modules
- Update existing I/O schematics with new signal loops

D. **Software Development**

Autologic shall provide PLC programming for this controls upgrade as detailed on the plan document titled "2023.01 31 Hopkins Rd to Rte 1 Waterline - 100% Plans FINAL resubmission." These items will be performed offsite at the Autologic office:

- Update code in the existing Hopkins Road PLC program to control flow through the new FCV.
- Develop the new Bellwood Road PLC program to control flow through the new FCV
- Update code in the Addison Evens Data Concentrator PLC program
- Test/Simulate the PLC program and communications

E. **Onsite Services**

Autologic shall provide onsite services as described below

- Onsite technical support for the electrical contractor. This includes answering questions, directing the installation of the new PLC, and directing termination of all wiring to the existing Hopkins Road RTU panel as well as the new Bellwood PLC panel. Limited to 96 hours.
- Onsite support of I/O checkout, commissioning, loop checks and troubleshooting associated with the existing Hopkins Road RTU and new Bellwood RTU. Limited to 64 hours.
- Onsite training support. Limited to 24 hours

F. **Construction Services**

Autologic shall provide construction services as described below:

- Install new I/O modules, add terminal blocks, analog surge suppressors, and internal panel wiring to existing Hopkins Road RTU panel. Onsite construction hours are limited to thirty two (32) hours to perform this work. All other onsite construction labor will be by others.

G. **Project Deliverables**

Autologic shall provide the following deliverables

- New hardware for the existing Hopkins Road PLC RTU in **Section B** of this proposal.
- New Bellwood PLC RTU enclosure and hardware in **Section B** of this proposal.
- Spare PLC hardware specified in **Section B** of this proposal
- Datasheets of all provided hardware in **Section B** with install instructions and wiring diagrams These will be provided on a USB flash drive in PDF format
- Construction services as described in **Section F** of this proposal.
- 1 ea, set of PLC IO and network drawings as described in **Section C** of this proposal These will be provided as hardcopies as well as PDF and DWG files on a USB flash drive.
- 1 ea, Hopkins Road and Bellwood Road RTU I/O checkout documentation with wire pull, termination, I/O checklist sheets with testing procedures and signature areas for all points tested This document will be submitted as detailed in Section 17030.4 1 A of the document titled 2023.01.31 Hopkins Rd to Rte 1 Waterline 100% Specs_FINAL resubmission " These will be provided as hardcopies as well as PDF files on a USB flash drive
- Submittal documents as required under Section 17010 1.3 These will be provided as PDF files on a USB flash drive
- Submittal documents as required under Section 17010.1.4 These will be provided as PDF files on a USB flash drive
- Submittal documents as required under Section 17010.1.5. These will be provided as PDF files on a USB flash drive
- Submittal documents as required under Section 17010 1 6. These will be provided as PDF files on a USB flash drive
- Submittal documents as required under Section 17010 1.7 These will be provided as PDF files on a USB flash drive

H. **Timing/Schedule**

The project hardware orders can be placed immediately after receipt of order Project schedule will be determined by lead times of hardware and field instruments. Project hardware will be ordered 8 weeks ARO to allow for system design The schedule defining items are PLC hardware module availability and delivery.

I. **Assumptions and Exclusions**

- Autologic assumes that drawings for the existing Hopkins Road RTU panel are available in an AutoCAD or MicroStation format. Autologic has provided design time to update these drawings, not create new drawings for existing equipment
- All new drawings created by Autologic shall be in AutoCAD format.
- Autologic has excluded Section 17110.1 6 C from the SI scope of work. Autologic will work to replace any faulty or inoperable PLC hardware as fast as possible
- Autologic supplied materials are limited to those specifically stated in this proposal.
- All onsite electrical construction is by others including, but not limited to conduit installation, running wire, and terminating field instrumentation signal wires to PLC terminals.

EXHIBIT B

Bridgeman Underground, Inc.

Claimant.

v.

County of Chesterfield

Debtor.

AFFIDAVIT OF TIME AND SERVICES

I, Jacob Tucker, being duly sworn, state as follows, but only to the extent this affidavit is required by law under Va Code § 15.2-1245:

1. Affiant Information

My name is Jacob Tucker. I am a resident of Virginia. As a Project Manager for the Claimant, I am familiar with the services performed as described below.

2. Statement of Services Rendered

The Claimant incurred costs pursuant to a contract between the Claimant and the County of Chesterfield for construction of the Hopkins Rd Rt 1 Waterline Improvements / Utilities Project No. 19-0225 ("Contract").

As further detailed in its claim submitted to Va Code §§ 15.2-1243 *et seq*. (the "Claim:"), the below listed services were performed for the County of Chesterfield pursuant to the Contract.

The total value of the services is $339,971.50. Pursuant to Change Order No 1 (attached to the Claim), the County paid for some of the services in the amount of $17,797.50, leaving an unpaid balance of $322,174.00, which is due and owing and subject to finance charges of 1% per month pursuant to the Va Code § 2.2-4352.

Item of Service Performed	Dates to the Item of Service	Cost of the Item of Service
Kapsch TrafficCom – make the DYNAC SCADA configuration changes to support the integration of the Hopkins Flow Control Valve and Belwood Flow Control Valve. (*see* Kapsch TrafficCom's proposal attached to the Claim for a full scope of work)	Invoice Dates	**Total: $31,450.00**
(Invoice # 486025SI01944 / Mobilization)	02/19/25	($6,290.00)

(Invoice # 486026SI00153 / SCADA Software Configuration) (Invoice # 486026SI00153 / System Training) (Invoice # #486026SI00154 / Final System Integration Testing);	3/27/25 4/30/25 4/30/25	($12,580.00) ($6,290.00) ($6,290.00)
Autologic LLC – design, configuration, programming, installation, training, and implementation of the Bellwood Road SCADA TRU Panel (*see* Autologic LLC's proposal attached to the Claim for a full scope of work) (Invoice # 23-041-01 / PO Received) (Invoice # 23-041-02 / Design Complete) (Invoice # 23-041-03 / Materials Reserved) (Invoice # 23-041-04 / Programming Complete) (Invoice # 23-041-05 / Site Acceptance)	Invoice Dates: 3/6/24; 10/3/24 12/2/24 3/26/25 6/9/25	**Total: $264,900.00** $79,470.00) ($52,980.00) ($52,980.00) ($52,980.00) ($26,490.00)
E-Merge Systems, LLC – provision of certain hardware and services to install the cell modem and confirm communications back to Addison Evans Water Treatment Plant	Invoice Dates:	**Total: $12,715**

(*see* E-Merge Systems, LLC's proposal attached to the Claim for a full scope of work) (Invoice # SIN042829) (Invoice # SIN044676)	10/31/24 01/31/25	($6,357.50) ($6,357.50)
Bridgeman Underground, Inc. – 10% markup on SCADA costs changes	(pursuant to the terms of the Contract)	**$30,906.50**
Finance Charges	(Va. Code Section 2.2-4352)	**1% per month**

The time to perform the work was actually and necessarily devoted to the performance of the services.

The costs stated above are further supported by invoices issued by each vendor, which are attached hereto as **Attachment "1."**

Despite demand, the Claimant has not received payment from the County of Chesterfield in violation of its contract with Claimant.

Accordingly, the County is indebted to Claimant for the services.

Claimant submits its claim to the County of Chesterfield pursuant to Va Code §§ 15.2-1243 *et seq.*

3. Verification

I declare under oath that the foregoing is true and correct to the best of my knowledge and belief.

Signature of Affiant: _____

Date: 12-09-2025

Subscribed and sworn to before me this 9th day of December, 2025.

Notary Public: _____
My Commission Expires: January 31, 2027
Registration No.: 8081650

ELIZABETH NILSA NAZARIO
Notary Public
Commonwealth of Virginia
My Commission Expires January 31, 2027
Commission ID # 8081650

Attachment 1

Ex. 2 to 13

Kapsch TrafficCom

kapsch challenging limits

Sales Invoice

Invoice Address
BRIDGEMAN UNDERGROUND
JACOB TUCKER
5662 MOORETOWN ROAD
23188 WILLIAMSBURG
VA
USA

Delivery Address
BRIDGEMAN UNDERGROUND
JACOB TUCKER
5662 MOORETOWN ROAD
23188 WILLIAMSBURG
VA
USA

Invoice Number	486025SI01944
Invoice Date	02/19/25
Customer Reference	
Customer Number	C00532
Tax No.	
External Document No.	
Job No.	GP0000016540-001
Contact Person	Hegwood Debbie
Phone	
E-Mail	Debbie.Hegwood@kapsch.net

Number	Description	Quantity	Unit	Unit / Price	Net Amount USD
	Mobilization	1	Lump Sum	6,290.00	6,290.00
				Total USD	**6,290.00**

Payment Terms Due in 30 days Due Date 03/21/25

Kapsch TrafficCom USA, Inc. |2855 Premiere Parkway, Suite F | Duluth, GA 30097 U.S.A.
Phone 678-473-6400 | Fax 678-473-9003 | FEIN 16-1317836 | www.kapsch.us
Electronic Payment: Bank Of America | Wire 026009593| Swift Code BOFAUS3N | Account 003348825970 | ACH 061000052
Mail Payment: Kapsch TrafficCom USA, Inc., PO Box 843832, Dallas, TX 75284-3832

Kapsch TrafficCom

kapsch
challenging limits

Sales Invoice

Invoice Address
BRIDGEMAN UNDERGROUND
JACOB TUCKER
5662 MOORETOWN ROAD
23188 WILLIAMSBURG
VA
USA

Delivery Address
BRIDGEMAN UNDERGROUND
JACOB TUCKER
5662 MOORETOWN ROAD
23188 WILLIAMSBURG
VA
USA

Invoice Number	486026SI00153
Invoice Date	04/30/25
Customer Reference	
Customer Number	C00532
Tax No.	
External Document No.	
Job No.	GP0000016540-001
Contact Person	Hegwood Debbie
Phone	
E-Mail	Debbie.Hegwood@kapsch.net

Number	Description	Quantity	Unit	Unit / Price	Net Amount USD
	Final System Integration Testing	1	Lump Sum	6,290.00	6,290.00
				Total USD	**6,290.00**

Payment Terms Due in 30 days Due Date 05/30/25

Kapsch TrafficCom USA, Inc. |2855 Premiere Parkway, Suite F | Duluth, GA 30097 U.S.A.
Phone 678-473-6400 | Fax 678-473-9003 | FEIN 16-1317836 | www.kapsch.us
Electronic Payment Bank Of America | Wire 026009593| Swift Code BOFAUS3N | Account 003348825970 | ACH 061000052
Mail Payment: Kapsch TrafficCom USA, Inc , PO Box 843832, Dallas, TX 75284-3832

Kapsch TrafficCom

Sales Invoice

Invoice Address
BRIDGEMAN UNDERGROUND
JACOB TUCKER
5662 MOORETOWN ROAD
23188 WILLIAMSBURG
VA
USA

Delivery Address
BRIDGEMAN UNDERGROUND
JACOB TUCKER
5662 MOORETOWN ROAD
23188 WILLIAMSBURG
VA
USA

Invoice Number	486026SI00154
Invoice Date	04/30/25
Customer Reference	
Customer Number	C00532
Tax No.	
External Document No.	
Job No.	GP0000016540-001
Contact Person	Hegwood Debbie
Phone	
E-Mail	Debbie.Hegwood@kapsch.net

Number	Description	Quantity	Unit	Unit / Price	Net Amount USD
	System Training	1	Lump Sum	6,290.00	6,290.00
				Total USD	**6,290.00**

Payment Terms Due in 30 days Due Date 05/30/25

Kapsch TrafficCom

kapsch
challenging limits

Sales Invoice

Invoice Address
BRIDGEMAN UNDERGROUND
JACOB TUCKER
5662 MOORETOWN ROAD
23188 WILLIAMSBURG
VA
USA

Delivery Address
BRIDGEMAN UNDERGROUND
JACOB TUCKER
5662 MOORETOWN ROAD
23188 WILLIAMSBURG
VA
USA

Invoice Number	486025SI02177
Invoice Date	03/27/25
Customer Reference	
Customer Number	C00532
Tax No.	
External Document No.	SCADA SOFTWARE CONFIGURATION
Job No.	GP0000016540-001
Contact Person	Gomez Jessica
Phone	
E-Mail	Jessica.Gomez@kapsch.net

Number	Description	Quantity	Unit	Unit / Price	Net Amount USD
	SCADA Software Configuration	1	Lump Sum	12,580.00	12,580.00
				Total USD	**12,580.00**

Payment Terms Due in 30 days Due Date 04/26/25

Autologic LLC

569B Southlake Blvd.
North Chesterfield, VA 23236

Invoice

Date	Invoice #
3/6/2024	23-041-01

Bill To
Bridgeman Underground 5662 Mooretown Road Williamsburg, VA 23188

Terms	Project	PO #	PO Amount
Net 30	23-041 - Ches Hopkins & Bellwood Water	7691, 19-0225	$264,900

Description	Amount
PO Received (30% PO) No. 7691, 19-0225 Contact: Jacob Tucker	79,470.00

Contact Aaron Mutter at (804) 675-3070 for any questions.

Total	$79,470.00
Balance Due	$79,470.00

Autologic LLC

569B Southlake Blvd.
North Chesterfield, VA 23236

Invoice

Date	Invoice #
10/3/2024	23-041-02

Bill To
Bridgeman Underground 5662 Mooretown Road Williamsburg, VA 23188

Terms	Project	PO #	PO Amount
Net 30	23-041 - Ches Hopkins & Bellwood Water	7691, 19-0225	$264,900

Description	Amount
Design Complete (20% PO) No. 7691, 19-0225 Contact: Jacob Tucker	52,980.00

Contact Meghan Mutter at accounts@autologicllc.com for any questions.

Total	$52,980.00
Balance Due	$52,980.00

Autologic LLC

569B Southlake Blvd.
North Chesterfield, VA 23236

Invoice

Date	Invoice #
12/2/2024	23-041-03

Bill To
Bridgeman Underground 5662 Mooretown Road Williamsburg, VA 23188

Terms	Project	PO #	PO Amount
Net 30	23-041 - Ches Hopkins & Bellwood Water	7691, 19-0225	$264,900

Description	Amount
Materials Received (20% PO) No. 7691, 19-0225 Contact: Jacob Tucker	52,980.00

Contact Meghan Mutter at accounts@autologicllc.com for any questions.

Total	$52,980.00
Balance Due	$52,980.00

Autologic LLC

569B Southlake Blvd.
North Chesterfield, VA 23236

Invoice

Date	Invoice #
3/26/2025	23-041-04

Bill To
Bridgeman Underground 5662 Mooretown Road Williamsburg, VA 23188

Terms	Project	PO #	PO Amount
Net 30	23-041 - Ches Hopkins & Bellwood Water	7691, 19-0225	$264,900

Description	Amount
Programming Complete (20% PO) No. 7691, 19-0225 Contact: Jacob Tucker	52,980.00

Contact Meghan Mutter at accounts@autologicllc.com for any questions.

Total	$52,980.00
Balance Due	$52,980.00

Autologic LLC

569B Southlake Blvd.
North Chesterfield, VA 23236

Invoice

Date	Invoice #
6/9/2025	23-041-05

Bill To
Bridgeman Underground 5662 Mooretown Road Williamsburg, VA 23188

Terms	Project	PO #	PO Amount
Net 30	23-041 - Ches Hopkins & Bellwood Water	7691, 19-0225	$264,900

Description	Amount
Site Acceptance (10% PO) No. 7691, 19-0225 Contact: Jacob Tucker	26,490.00

Contact Meghan Mutter at accounts@autologicllc.com for any questions.

Total	$26,490.00
Balance Due	$26,490.00

INVOICE

E-Merge Systems, LLC
1314 E. Cary Street
Richmond, VA 23219
emergeaccounting@graymattersystems.com

Bill To / Billing Address	Ship To / Shipping Address	Invoice Number	Invoice Date
Bridgeman Underground	Bridgeman Underground	SIN042829	10-31-2024

PO # / Project Name	Customer Reference	Terms	Invoice Currency	Days Past	Due Date
7691, 19-0225 / 5328 - Bridgeman Underground - Chesterfield - WOPS Hopkins/Bellwood Support		Net 30	USD	1	10-31-2024

	Product Name	Quantity	Unit Price	Net Value
1	50% due upon receiving PO	1.00	$6,357.50	$6,357.50

Net Total	$6,357.50
Tax Total	$0.00
Invoice Total	$6,357.50
Payments Received	$0.00
Balance Outstanding	$6,357.50

Remit Payment To:
E-Merge Systems, LLC
100 Global View Drive, Suite 200
Warrendale, PA 15086
emergeaccounting@graymattersystems.com

Notice to Customers
Please verify any requests for changes in E-Merge's billing and/or banking information and payment instructions by telephone at +1-412-741-2410.

Notes
E-Merge Systems (E-Merge) reserves the right to calculate and apply service charges at a rate of 1.5% per month on all balances which are unpaid 30 days after invoice date. E-Merge reserves, and the purchasing company hereby grants E-Merge a purchase money security interest in all products and their proceeds, until E-Merge receives payment in full. The purchasing company authorizes E-Merge to prepare finance statements or any other instruments or documents reasonably necessary to protect E-Merge security interest in the products.

INVOICE

E-Merge Systems, LLC
1314 E. Cary Street
Richmond, VA 23219
emergeaccounting@graymattersystems.com

Bill To / Billing Address	Ship To / Shipping Address	Invoice Number	Invoice Date
Bridgeman Underground	Bridgeman Underground	SIN044676	01-31-2025

PO # / Project Name	Customer Reference	Terms	Invoice Currency	Days Past	Due Date
7691, 19-0225 / 5328 - Bridgeman Underground - Chesterfield - WOPS Hopkins/Bellwood Support		Net 30	USD	6	01-31-2025

	Product Name	Quantity	Unit Price	Net Value
1	50% due upon completion	1.00	$6,357.50	$6,357.50

Net Total	$6,357.50
Tax Total	$0.00
Invoice Total	$6,357.50
Payments/Credits Received	$0.00
Balance Outstanding	$6,357.50

Remit Payment To:
E-Merge Systems, LLC
100 Global View Drive, Suite 200
Warrendale, PA 15086
emergeaccounting@graymattersystems.com

Notice to Customers
Please verify any requests for changes in E-Merge's billing and/or banking information and payment instructions by telephone at +1-412-741-2410.

Notes
E-Merge Systems (E-Merge) reserves the right to calculate and apply service charges at a rate of 1.5% per month on all balances which are unpaid 30 days after invoice date. E-Merge reserves, and the purchasing company hereby grants E-Merge a purchase money security interest in all products and their proceeds, until E-Merge receives payment in full. The purchasing company authorizes E-Merge to prepare finance statements or any other instruments or documents reasonably necessary to protect E-Merge security interest in the products.

EXHIBIT C

CHANGE ORDER

Project No. **19-0225** Order No. **001**

Date: **April 18, 2024**

NAME OF PROJECT: **Hopkins Road to Route 1 Waterline Improvements**

OWNER: **Chesterfield County**

CONTRACTOR: **Bridgeman Underground Inc.**

The following changes are hereby made to the CONTRACT DOCUMENTS:

DESCRIPTION OF CHANGES: **Increase to Autologic and Emerge costs from quotes included in Project Manual.**

JUSTIFICATION: **The integrator quotes included in the project manual stated they were valid for 30 days and were dated June 2023. The project was awarded in January 2024, so Bridgeman asked for updated quotes. Autologic and Emerge had increased costs. See attached Contractor Change Order Request Summary.**

CHANGE TO CONTRACT PRICE:	Decrease in Contract Price	Increase in Contract Price
	$	$ 17,797.50
TOTALS	$	$ 17,797.50

NET CHANGE IN CONTRACT PRICE $ 17,797.50

Original Contract Price	$ **7,919,697.00**
Previously Approved Change Orders	$ **N/A**
Current Adjusted Contract Price	$
The contract price due to this Change Order will be (**Increased**), (~~Decreased~~) by	$ **17,797.50**
The new adjusted contract price including this Change Order	$ **7,937,494.50**

CHANGE TO CONTRACT TIME:
(Must be completed with all change orders even when no change in Contract Time is made.)

Original Contract Time	**465** Days
Previously Approved Change Orders	**N/A** Days
Current Adjusted Contract Time	**465** Days
The contract time due to this Change Order will be (~~Increased~~), (~~Decreased~~) (**Unchanged**) by	**0** Days
The new adjusted contract time including this Change Order will be	**465** Days

---

This document will become a supplement to the Contract and all provisions will apply hereto.

Recommended by Heather A Campbell — (Engineer) — 4/19/24 (Date)

Approved by _____, VP — (Officer of Contractor, Title) — 4-22-24 (Date)

Approved by _____ — (Procurement Director) — _____ (Date)

BRIDGEMAN

CONTRACTOR CHANGE ORDER REQUEST SUMMARY

PROJECT NAME: Hopkins Rd Waterline Improvements
C.O.R. NO.: 1
PROJECT NO.: CCUP 19-0225
VDOT #:
GENERAL CONTRACTOR: Bridgeman Underground Inc.
DATE: 4/18/2024
DESCRIPTION OF CHANGE: SCADA Integration and Testing Cost Changes

All Original Contract Terms Apply

General Contractor Direct Costs

Additive Costs

		QUANTITY		UNIT PRICE	TOTAL
N/A	SCADA Cost Changes	1.00	LS	$16,950.00	$16,950.00
N/A	Contractor Mark-Up	1.00	LS	$847.50	$847.50

Subtotal of Additive Cost $17,797.50

Deductive Costs

					$0.00
					$0.00
					$0.00
					$0.00

Subtotal of Deductive Cost $0.00

Total Direct Cost $17,797.50

Total Change Order Request $17,797.50

Signature of Acceptance

Contractor Signature Date

COR#001 COST BREAKDOWN

Autologic

Original	Updated	Delta	Total Updated	Delta
$ 248,200.00	$ 264,900.00	$ 16,700.00	$ 309,065 00	$ 16 950 00

Emerge

Original	Updated	Delta
$ 12,465.00	$ 12,715.00	$ 250 00

Kapsh

Original	Updated	Delta
$ 31,450.00	$ 31,450.00	$

Autologic
Engineering

February 14, 2023

Jacob Tucker
Bridgemarc Underground
5202 Monticello Rd
Williamsburg, VA 23185

RE: Autologic Proposal #23-041 for Chesterfield Hopkins & Brookwood Waterline Improvements rev3

Dear Mr. Tucker,

Autologic LLC is pleased to provide hardware, programming, design services, and onsite support for the Chesterfield Hopkins and Brookwood waterline improvements project. A detailed Scope of Work is attached to this estimate.

Autologic's Lump Sum Cost for this project is **Two Hundred Sixty-Four Thousand Nine Hundred Dollars ($264,900)**.

Invoicing shall be as follows for this proposal:

Invoice #	Milestone	% / $ amount
23-041-01	PO received	30% / $79,470
23-041-02	Design complete	20% / $52,980
23-041-03	Materials received	20% / $52,980
23-041-04	Programming complete	20% / $52,980
23-041-05	Site acceptance	10% / $26,490

Payment terms shall be Net 30. This proposal is valid for 30 days.

Autologic appreciates the opportunity to work with Bridgemarc Underground on this proposal. Please feel free to contact me if you have any questions regarding this proposal.

Sincerely,
Ben Lape
Electrical Engineering Manager

cc: Scott Bradshaw, Stephen Riley, Mike Tyrer, Aaron Miller - Autologic LLC

Chesterfield County
Hopkins and Bellwood Waterline Improvements _rev3

A. Overview

This proposal is for the hardware, programming, design services, and onsite support for the Chesterfield Hopkins and Bellwood waterline improvements project. This proposal is derived from the specification document titled "2023.01.31 Hopkins Rd to Rte. 1 Waterline 100% Specs FINAL resubmission" and plan document titled "2023.01.31 Hopkins Rd to Rte 1 Waterline 100% Plans FINAL resubmission" authored by Dewberry.

Autologic's scope of work for this project includes the following derived from Specification Section 17010 2.2.D:

- The design, configuration, programming, testing, installation, start up, training, and implementation of the Bellwood Road SCADA RTU Panel is the total responsibility of Autologic.
- Update data concentrator at AEWTF to support flow control valve and communication with both the Hopkins Road RTU and Bellwood Road RTU.
- Test and confirm telemetry from the BFCV to the AEWTF data concentrator.
- Provide new Bellwood RTU panel with PLC, UPS, mounting brackets, fittings, hardware, wire, and miscellaneous necessary for a turnkey installation.
- Coordinate with the Network Integrator at SCADA System Contractor regarding integration and testing to include scheduling of work.
- Coordination with the Network Integrator includes provision of panel space within the SCADA RTU Panel for the Modem, Firewall, and all other equipment required by the Network Integrator. Applicable to BFCV RTU only.
- Coordination with the SCADA System Contractor includes providing a data address points and locations to the SCADA System Contractor so that information can be displayed and used on the SCADA system.
- Autologic shall provide reference documentation for work performed including panel and I/O drawings, panel drawings, and a burned archive-grade compact disc with all the configuration and programming files for the devices installed and used for this contract.

Specification sections considered under this proposal

Specification Section 17000 General Requirements for Process Instrumentation and Control System

Specification Section 17010 Integrators

Specification Section 17030 Testing

Specification Section 17110 PLC Panels

Plans Section E1

Plans Section E2

Plans Section E3

The following sections detail work to be provided as part of this proposal

B PLC Hardware and Instrumentation

Autocrat Inc shall provide the following equipment as part of the project scope as detailed in Section 17110 of specification "2023.01.31 Hopkins Rd to Ritter Watermain 10" Spec FINAL for submission"

- New Hardware for existing Hopkins Road RTU
  - 1 ea. Enclosure sub panel to mount Chemical controller
  - 1 ea. M340 Digital Input module 16 point, 120VAC input
  - 1 ea. M340 Analog Output module 4 point, 4-20mA
  - 6 ea. analog surge suppressors for 4-20mA circuits.
  - All necessary terminal blocks, fusing, circuit breakers, for the new signal interfacing Hopkins Road RTU panel.
  - 1 ea. Anchor Scientific Eco Float switch
- New Bellwood Road RTU with 25% spare I/O
  - 1 ea. NEMA 4x, Type 304 stainless steel enclosure
  - 1 ea. outdoor rated 0-21 cord/plug set
  - 1 ea. M340 12 slot backplane
  - 1 ea. M340 PLC power supply
  - 1 ea. M340 MBXP302020 CP
  - 1 ea. M340 Digital Input module 16 point 120VAC input
  - 1 ea. M340 Digital Output module 16 point relay output
  - 1 ea. M340 Analog Input module 8 point 4-20mA
  - 1 ea. M340 Analog Output module 4 point 4-20mA
  - 1 ea. 1500VA UPS
  - 1 ea. 24VDC UPS with battery back up (500W) for de-energized valve power
  - 1 ea. 24VDC control power supply
  - 1 ea. Unmanaged 5 port network switch
  - 1 ea. RTU panel intrusion detection switch
  - 1 ea. Anchor Scientific Eco Float switch
  - 12 ea. analog surge suppressors for 4-20mA circuit
  - All necessary terminal blocks, fusing, circuit breakers, for the new Bellwood Road RTU panel

- Spare Hardware
  - 5 ea. 4-20mA surge suppressors for 4-20mA circuits
  - 1 ea. M340 12 slot backplane
  - 1 ea. M340 PLC power supply
  - 1 ea. M340 Digital Input module, 16 point, 120VAC input
  - 1 ea. M340 Digital Output module, 16 point, relay output
  - 1 ea. M340 Analog Input module, 8 point, 4-20mA
  - 1 ea. M340 Analog Output module, 4 point, 4-20mA

Equipment provided by Autologic is limited to that listed above.

C. Electrical Design

Autologic shall provide the following services as part of this project:

Autologic will create one set of PLC I/O elementary drawings. Autologic design shall create the following new drawings for the Bellwood PLC panel using the specifications described in Section 17110 1.3.B of the document titled "2023.01.31 Hopkins Rd to Rte 1 Waterline - 100% Specs_FINAL resubmission":

- Panel layout drawing with BOM (1 dwg)
- Terminal block layout drawing (1 dwg)
- Power distribution drawing (1 dwg)
- I/O module elementary drawings (1 module, 4 dwgs)
- Network topology drawing (1 dwg)
- SCADA network drawing detailing communications path from SCADA to PLC. Drawing will include ports of ethernet switches, modems, and other hardware used for reliable communications.

Autologic will create one set of PLC I/O elementary drawings. Autologic design shall update the existing drawings for the Hopkins Road PLC panels using the specifications described in Section 17110 1.3.B of the document titled "2023.01.31 Hopkins Rd to Rte 1 Waterline - 100% Specs_FINAL resubmission":

- Add new I/O where there is new PLC modules
- Update existing I/O screen tags with new signal loops

D. Software Development

Autologic will provide PLC programming for this controls upgrade as detailed on the plan document titled "2023.01.31 Hopkins Rd to Rte 1 Waterline 100% Plans FINAL resubmission". These items will be performed offsite at the Autologic office.

- Update code in the existing Hopkins Road PLC program to control flow through the new FCV.
- Develop the new Bellwood Road PLC program to control flow through the new FCV.
- Update code in the Addvalue Events Data Concentrator PLC program.
- Test / simulate the PLC programs and communications.

E. Onsite Services

Autologic will provide onsite services as described below.

- Onsite technical support to provide training. This includes answering questions, observing the installation of the new PLC and directing termination of all wiring to the existing Hopkins Road RTU panel as well as the new Bellwood RTU panel. Estimated to 96 hours.
- Onsite support of I/O checkout, commissioning, loop checks and troubleshooting associated with the existing Hopkins Road RTU and new Bellwood RTU. Limited to 5 hours.
- Onsite warranty support – included 24 hours.

F. Construction Services

Autologic will provide construction services as detailed below.

- Install new I/O modules, and terminal blocks, analog surge suppressors and terminate and wiring to existing Hopkins Road RTU panel. Onsite construction hours are limited to thirty-two (32) hours to perform this work. All other onsite construction labor will be by others.

G. Project Deliverables

Autologic shall provide the following deliverables:

- New hardware for the existing Hopkins Road PLC RTU per **Section B** of this proposal
- New Bellwood PLC RTU enclosure and hardware per **Section B** of this proposal
- Spare PLC hardware specified in **Section B** of this proposal
- Datasheets of all provided hardware in **Section B** with installation instructions and wiring diagrams. These will be provided on a USB flash drive in PDF format
- Construction services as described in **Section F** of this proposal
- Lead set of PLC IO and network drawings as described in **Section C** of this proposal. These will be provided as hardcopies as well as PDF and DWG files on a USB flash drive.
- Lead Hopkins Road and Bellwood Road RTU I/O checkout documentation with wire point termination, I/O checklist sheets, the testing procedures and signature read/final points tested. This document will be submitted for review in Section 17030-4.1.A.2 of the document titled 2023.01.31 Hopkins Rd to Rte 1 Waterline PS Specs_FINAL resubmission. These will be provided as hard copies as well as PDF files on a USB flash drive.
- Submittal documentation as required under Section 17010.1.3. These will be provided as PDF files on a USB flash drive.
- Submittal documentation as required under Section 17010.1.4. These will be provided as PDF files on a USB flash drive.
- Submittal documentation as required under Section 17010.1.5. These will be provided as PDF files on a USB flash drive.
- Submittal documentation as required under Section 17010.1.6. These will be provided as PDF files on a USB flash drive.
- Submittal documents as required under Section 17010.1.7. These will be provided as PDF files on a USB flash drive.

H. Timing/Schedule

The project hardware order can be placed immediately after receipt of order. Project schedule will be determined by lead times of hardware and field equipment. Project hardware will be ordered as soon as possible to avoid delays in design. The schedule-driving items are PLC hardware module availability and delivery.

1. Assumptions and Exclusions
   - Autologic assumes that drawings for the existing Hopkins Road RTU panel are available in an AutoCAD or MicroStation format. Autologic has provided design time to update these drawings not create new drawings for existing equipment
   - All new drawings created by Autologic shall be new AutoCAD format
   - Autologic has excluded Section 17110.1.6 C from the SI scope of work. Autologic will work to replace any faulty or inoperable PLC hardware as fast as possible
   - Autologic supplied materials are limited to those specifically stated in the proposal
   - All onsite electrical construction by others including, but not limited to conduit installation, running wire, and terminating field instrumentation signal wires at PLC terminals
   - Autologic to provide the new Bellwood RTU enclosure. The project electrical contractor shall mount and install
   - Autologic will terminate all wiring internal to the Hopkins Road and Bellwood Road RTU enclosures up to the field wiring terminals. The project electrical contractor will land field wires on the terminals designated by Autologic documentation
   - All telemetry, communication infrastructure shall be provided by Others
   - All instrumentation installations by others
   - Autologic provided high float to be installed by others
   - Necessary conduit/raceway installation, cable installation, and cable terminations by others
   - 120VAC 15A Power feed to the new Chemical PLC enclosures by others
   - Autologic assumes that all existing field devices and instruments are in good working order. This proposal does not include replacement hardware or significant time to troubleshoot non-working devices
   - Autologic design services are limited to those specifically listed in the proposal
   - Autologic software development services are limited to those specifically defined in the proposal.
   - Autologic onsite construction support services are limited to those specifically defined in this proposal. Additional onsite support is available at standard 2023 Autologic rates
   - Autologic onsite checkout and commissioning services are limited to those specifically defined in this proposal. Additional onsite support is available at standard 2023 Autologic rates
   - Autologic's total liability for the project shall not exceed the total value of this proposal
   - No software or software licenses are included in this proposal
   - All deliverables are limited to those defined within this proposal

- Chesterfield County shall provide VA Sales Tax exempt certificate with the Purchase Order.
- Prices and deliveries for control system hardware have been volatile due to COVID 19, labor issues and component availability. Autologic will request all hardware ARO and update the final proposal pricing. Unforeseen issues regarding controls system hardware availability due to these issues will be considered a force majeure cause. It is imperative that the controls system hardware be sourced and delivered for the project to be executed. Delays in sourcing the hardware may result in significant delays in implementing this project.

  Any escalation in materials pricing shall be passed directly through to the GC.

  Any escalation in construction labor and materials shall be passed directly through to the GC.

kapsch

June 8, 2023

To: Chesterfield County Utilities Department
Utilities Administration Painter Building
9840 Government Center Parkway
Chesterfield, VA 23832
Attn: Patrick DePumpo Automation Coordinator

Subject: Hopkins Road to Route 1 Water Improvements

Reference: Utilities Project No. 19-0225

Kapsch Traffic Com USA, Inc. ("Kapsch") is pleased to submit this proposal to the Chesterfield County Utilities Department ("Customer") for the subject Change Order to the Work. Unless otherwise stated and including referenced attachments:

This proposal and all related materials, data and information provided by Kapsch to Customer are proprietary to Kapsch and subject to security and other agreements and applicable laws. Customer agrees that it is prohibited from disclosing, using or reproducing any of Kapsch's proprietary information without the express written consent of Kapsch, except as required by applicable law.

1 PRICING AND PAYMENT TERMS

The Kapsch price for the Work described in this proposal is a fixed price in the amount stated below (the "proposal price").

$31,450.00

a. The proposal price includes all applicable taxes, duties and fees in effect as of the date of this proposal, except for those taxes expressly listed below. Kapsch will add to its invoices any taxes, duties and fees that may be imposed after the date of this proposal and are applicable to the Work.

b. The proposal price **does not** include the following taxes, duties and fees that may be applicable to this proposal and the Work:

Applicable sales taxes

d. Payment terms are net 30 days.

Kapsch Traffic Com USA, Inc.

Schedule of Values (Milestones)

Task Number	Task Description	%		Unit
1.0	Mobilization	20%	$	6,290
2.0	Software Submittal	20%	$	6,290
3.0	SCADA Software Implementation	20%	$	6,290
4.0	Final Site Implementation Testing	20%	$	6,290
5.0	System Training	20%	$	6,290
	Base Price Total	100%	$	31,450

2 WORK INCLUDED

The following is a description of the scope of work for the Services. Scope of Work is subject to the [illegible]

A General

The proposed scope of work will include DeNAC SCADA software platform upgrade to support the integration of the Process PLC, Control Valve (PCV) and Backwash Flow Control Valve (BFCV)

B Scope Description

Process process Site [illegible]

1. Remote Support for [illegible]
   a. Coordinate with the [illegible] to update the DeNAC SCADA software platform to support the Concentrate Transfer PLC, Process Control Valve (PCV) and Backwash Flow Control Valve (BFCV) PLC [illegible]
   b. Modifications will [illegible] of the DeNAC system to support the Process
   c. Design to be performed [illegible] DeNAC SCADA software platform to support the cellular communication [illegible] PLC by others
      Provide modified [illegible] Systems Software to DeNAC HV workstation [illegible] for IC
   d. [illegible]
   e. Review existing [illegible] to expand [illegible] by the addition of the PCV and BFCV tagnames. This will [illegible] with the new tagnames and will [illegible] with the demands
   f. Evaluate [illegible] to DeNAC HMI project [illegible] for the existing DeNAC HMI [illegible] graphics [illegible]
   g. Prepare [illegible] DeNAC HMI project [illegible] for the Process PLC SCADA System Contractor during the [illegible] from the County. Make [illegible] changes [illegible] as directed by the County, [illegible]

Coordinate with the Contractor's Representative integration of control, monitoring and alarms into the Agency's SCADA system. Provide support for system testing, including DYNAC RTU.

3. Provide training for Agency staff in operation of systems covered by this section, including presentation of all functions. Explain operator controls necessary to view points, adjust setpoints, and change parameters. Coordinate and schedule training with the Agency's SCADA system installer.

C Assumptions

1. Acquisition and installation of Remote Site Control Systems and associated equipment, including all necessary appurtenances, for sites as required. Associated charges will be included in the Bid Price.

2. Upgrading the existing Data Concentrator and associated software.

3 WORK NOT INCLUDED

The following items of work are not included in this section and will be performed by others as part of the Project:

1. Installing and configuring network communication equipment.

2. Installing and testing PLCs as required.

3. Providing power to the equipment. Any backup power required.

4. Performing any modifications required to the existing facility, unless specifically included in the Work described herein.

5. Furnishing and installing any conduit or wiring not specifically included in this section.

6. Performing any work on the existing facility that is not specifically described herein as being part of the Work, including any work that may be required as a result of the Work but not specifically described herein.

7. Providing any electrical service other than as specifically described herein. Any changes from the characteristics of the electrical service as stated in this section shall be the responsibility of the Contractor.

8. Testing of any electrical equipment not furnished as part of the Work.

9. Any other items not specifically listed as being part of the Work.

4 TERMS AND CONDITIONS

a **Terms and Conditions:** This proposal is accepted by Customer will form the basis of an Agreement which shall incorporate this proposal scope letter and the terms and conditions set forth herein.

b **Term and Schedule** The initial term of the Agreement shall be for a period of three years from execution unless otherwise terminated in accordance with the specific terms and conditions of the Agreement. The Agreement will automatically renew for one additional three (3) months unless notification is received 30 days prior to the renewal date by Customer. This proposal is predicated upon Kapsch being afforded access to the location to perform its scope of work and shall be based upon an all, agreed upon schedule.

c **Exchange of Confidential Information is effective** – as outlined in the terms and conditions of the

Kapsch appreciates the opportunity to submit this proposal. Should you have any questions regarding our proposal, please contact the undersigned at (540) 220-7810, or

Sincerely,
Kapsch TrafficCom USA Inc.

[illegible]
Vice President, Sales and Marketing, Electronic Tolling and

[illegible]

Accepted and Agreed to:

Kapsch TrafficCom USA Inc	**Chesterfield County Utilities Department**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Kapsch TrafficCom USA, Inc. ("Kapsch")
Standard Terms and Conditions
(Chesterfield County Utilities Department/
Hopkins Road to Route 1 Water Improvements)

1 **Payment** Payment is due within [illegible] days of receipt of approved invoice. Customer shall pay all and Customer is responsible for all costs, imposts, duties, levies, taxes, state and local taxes except taxes on Kapsch's net income or gross receipts. Unless otherwise agreed in writing, this Agreement may be suspended by Kapsch without notice if payment is [illegible] days overdue and may be terminated by Kapsch without notice if payment of any undisputed invoice remains overdue [illegible] days.

2 **OWNERSHIP; LICENSE.** [illegible] drawings, specifications, reports, computer software and other plans, construction materials, documentation, data [illegible] provided by Kapsch hereunder or which are developed or put into practice as a result of the Services and all proprietary rights and interests therein (collectively, "Work Product") shall remain the property of Kapsch or its licensors, as applicable. Subject to Kapsch's receipt of all royalty-free, [illegible] sublicensable, transferable license to Customer to use Kapsch's Work Product solely for the purposes specified in, and in accordance with, this Agreement. Customer shall not sell, transfer, publish, disclose, display or otherwise make available Kapsch's Work Product to any third party (other than consultants and contractors working on Customer's behalf and subject to their agreement to comply with this Section 2) without Kapsch's prior written consent. Upon completion, expiration or termination of this Agreement, Customer's limited license to use Kapsch's Work Product shall automatically terminate and Customer shall return to Kapsch, or certify destruction of, all Kapsch's Work Product in Customer's possession or control.

3 **Kapsch Software.** Any [illegible] which may be provided to Customer in connection with the Services ("Kapsch Software") is licensed and not sold. Kapsch grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license to use the Kapsch Software solely in connection with the Services and in accordance with this Agreement. Customer acquires no rights to the Kapsch Software except for the limited rights to use it expressly granted by this Agreement. All rights not expressly granted to Customer are reserved by Kapsch and its licensors. Customer shall not, and shall not permit any third party to, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Kapsch Software except to the extent that applicable law expressly permits such activity notwithstanding this limitation. Customer shall not modify, translate, adapt or create derivative works based on the Kapsch Software or combine or merge any part of the Kapsch Software with or into any other software or documentation. Customer shall not remove, alter or obscure any boilerplate or boilerplate or boilerplate or

normal use, and does not cover defects resulting from misuse, [illegible] repairs, alterations or attachments made by Customer or third parties not approved by Kapsch, [illegible] power usage not in accordance with product instructions or any defects of systems or equipment firmware or software not developed by Kapsch. Kapsch reserves the right to investigate claims by Customer as to defects. Customer shall bear costs to investigate and ship parts for warranty or replacement shown by investigation not to be covered by warranty. Products or equipment manufactured by Kapsch shall be subject to the warranty, procedure, and remedy of the manufacturer which Kapsch shall pass through to the Customer.

THE WARRANTIES SET FORTH IN THIS PROVISION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

Indemnification. Each party, the "Indemnifying Party," shall defend, [illegible] the other Party ("Indemnified Party") against those liabilities specified in this Indemnification Section, and shall [illegible] any claims, costs, [illegible] of damage to property and injuries to persons [illegible] arising out of the Indemnifying Party's [illegible] under applicable Workers Compensation laws. The foregoing agreement shall not apply to [illegible] to the extent [illegible] and thereafter, to any [illegible] Indemnified Party shall give prompt notice of any such claim. Indemnifying Party shall not [illegible] without obtaining [illegible] Indemnified Party's prior written consent.

Limitation of liability. [illegible] ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPTING CLAIMS FOR THE CONFIDENTIALITY PROVISIONS HEREIN IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS OF USE OR PRODUCTION, OR COST OF DATA, PROFITS, OR LOSS OF ANY CLAIMS MADE BY CUSTOMER'S OR CUSTOMER REGARDLESS OF THE FORM OF ACTION WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, OR TORT, AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL KAPSCH'S LIABILITY IS LIMITED TO THE ACTUAL DIRECT DAMAGES AND SHALL NOT EXCEED THE TOTAL OF ALL AMOUNTS PAID BY CUSTOMER UNDER THIS AGREEMENT.

Default termination. If either party fails [illegible] objects to perform any [illegible] this Agreement and such failure continues for a period of thirty [illegible] after written notice, the other party shall have the right [illegible] to terminate this Agreement.

Assignment. Neither Party shall assign [illegible] otherwise transfer [illegible] this Agreement to whole or in part without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. Consent given [illegible] rights and obligations hereunder shall be binding upon and enure to the benefit of the assignee.

11 **Insurance** Kapsch shall at its [illegible] throughout the term of this Agreement the insurance policies covering workmen's compensation, Employers' Liability, and Commercial General Liability. Prior to commencement of the work, Kapsch shall provide the Customer certificates of insurance. Such certificates shall evidence that the insurance is in effect and show the Customer named as an additional insured.

12 **Force majeure** Kapsch shall not be responsible for any [illegible] of any of its obligations hereunder due to events beyond its reasonable control, including [illegible].

13 **Notices** All notices under this Agreement shall be in writing and shall be deemed to have been given and properly delivered if (i) personally delivered or mailed by certified or registered mail to the other Party at its address as listed below or to such other address as either Party may, by written notice to the other, designate as a proper address for such purposes, or (ii) transmitted through an electronic facsimile machine to the other Party's facsimile machine at the facsimile number designated by such Party. Notices personally delivered pursuant to the foregoing provisions shall be deemed delivered upon actual receipt. Notices mailed in accordance with the foregoing provisions shall be deemed delivered on the third business day following the date such notice was deposited in the U.S. mail. Notices transmitted by facsimile machine shall be deemed delivered upon receipt.

Chesterfield County Utilities Department
9840 Government Center Parkway
Chesterfield, VA 23832
Attn: Patrick DePuma

Kapsch TrafficCom USA, Inc
[illegible]
[illegible]
Attn: [illegible]

14 **Independent contractor** [illegible] under the direction of Kapsch [illegible] that in performing this Agreement Kapsch shall be construed to be an independent contractor, and that nothing in this Agreement shall be construed to create the relationship of partners or joint venturers between the Customer and Kapsch or to create any agency relationship between the Customer and Kapsch's employees or agents.

15 **Laws and safety** Kapsch shall [illegible] all applicable federal, state and local laws, ordinances, rules and regulations in the performance of its work under this Agreement. Kapsch shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of its work under this Agreement and shall comply with all safety requirements established by the Customer and all applicable federal, state and local occupational safety and health laws, rules and regulations.

16 **Disputes and Governing Law** [illegible] hereunder submitted to [illegible] source of dispute. [illegible] shall work together in good faith to negotiate a resolution of the dispute that is mutually agreeable to both Parties. [illegible] Kapsch shall continue performing its obligations hereunder pending the resolution of any dispute. This Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to its conflict of laws provisions.

17 **Entire agreement** This Agreement [illegible] the Parties with respect to the subject matter hereof. [illegible] This Agreement supersedes all prior agreements, understandings, negotiations and discussions between the Parties with respect to the subject matter hereof. There are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth herein or therein. Neither Party shall be bound by any definition, condition, provision, representation, or modification which is not expressly set forth in this Agreement.

18 **Survival** The parties' obligations under the sections titled Warranty, Insurance, Limitation of Liability, Confidentiality, Disputes and Governing Law, and Notices hereunder shall survive the termination or delivery of any termination notice.

HOPKINS ROAD TO ROUTE 1 WATERLINE IMPROVEMENTS PROJECT

Network Integrator Proposal

Prepared for
Dewberry Engineers Inc
4805 Lake Brook Drive, Suite 200
Glen Allen, Virginia 23060
Phone (804) 290 7957

2/12/2024

E-Merge Systems, LLC
1314 East Cary Street
Richmond, VA 23219
Tel : (804) 344-3511
Fax : (800) 608-6039
www.emergesystems.com

1 Project Identification

E Merge Systems, LLC E Merge) s p eased to provide a proposal for the Network Integrat on for the Hopk ns Road to Route 1 Waterline Improvement Project E-Merge w ll provide the hardware listed be ow and the services required to nstall the cel modem and confirm communications back to Addison Evans Water Treatment Plant (AEWTP)

2 Assumptions

This proposal is based upon the following assumptions

- E-Merge is only suppling the materials listed below
- E Merge is only programming to Cell Modem to work with the current Chesterfield Private Network that is maintained by E Merge Systems, LLC
- E-Merge is not providing any services to Program the PLC at AEWTP
- The Electrical Contractor is responsible for installing and mounting of the Antenna, Flagpo e, and cabling.
- F-Merge will terminate both ends of the Antenna Cable One end will be done prior to installation for connection to the Antenna The other end will be completed when the Cell modem will be installed
- This proposal only covers 100 of Antenna cable If a longer cab e is needed it can be acquired with a Change Orde

If assumptions change, they may translate into additional costs and/or schedule adjustments

3 Proposed Services

E Merge will provide the scope of work for the Network Integrator applies to the Bellwood Flow Control Valve (BFCV) only and includes:

- Provide Antenna, Mast Teles oping Po e, Antenna Cable, Antenna Surge Protection, Modem/firewall AirLink LX40 Compact LTE Router Verizon Power Supp y, DINrail mount for Modem, Cable Ends and Jumper cables
- Provision modem/firewall for Ver zon private network
- Install modem/firewall on DIN rail in the SCADA RTU Panel
- Terminate outdoor rated antenna cable connect to modem/firewall and test cor tinuity
- Work with other ntegrators on reso v ng any network issues and participate in technical activ ties related to communications w thin stat on and to the Addison Evans Water Treatment Plant (AEWTP) data concentr tor
- Create reference documentat on for work performed, including part numbers, network drawings, IP Addresses, MAC Addresses, and a burned arch val-grade compact disc with all the configuration and programming files for the network devices installed or modified in this contract

4 Hardware

Item	Description	Quantity
1		
2		
3		
4		
5		
6		
7		
8		

5 Cost Proposal

E-Merge Systems will provide the above service for a lump sum cost of $12,715.00
This project is considered tax-exempt, and sales tax is not included in this price.

5.1 Payment Schedule

- 50% percent upon receiving PO
- 50% upon completion

5.2 Terms and Conditions

- Prices do not include any amounts for changes in taxes, tariffs, or other similar charges that are enacted after the date of this proposal
- If site support is listed under Services, site support effort will be based on the site time listed and does not guarantee the completion of system commissioning
- Payment is do 30 days for date of invoice
- 1½ % service charge (18% per year) added to unpaid invoices from due date thereof
- Notwithstanding any of the provisions in the contract documents, E-Merge will not be liable for any incidental or consequential damages of any kind
- E-Merge will not be responsible for back charges for labor and/or material supplied by others unless such charges are authorized in writing by E Merge
- Issuance of purchase order accepts Pricing Notes listed here and supersedes all other terms
- This proposal supersedes any previous versions or revisions of this proposal
- This proposal is valid for 30 days from date of proposal Valid through 3/20/2023
- Materials will be ordered once the PO has been received E-Merge will update the General Contractor on delivery once hardware has been purchased but cannot guaranty delivery dates
- E-Merge shall not be liable for any [illegible] subject to [illegible] damages, shortages, [illegible] longer than expected [illegible] [illegible] [illegible]

- Any additional support will be based on current rates
- E-Merge requires a Minimum of 2 weeks' notice before any onsite work
- All site work is single shift per day. Weekdays only Day shift 8am to 5pm
- Once communications have been established to AEWTP, E Merge's portion of the project will be considered complete
- Correct personnel and testing conditions must be provided by the General Contractor

Non-Disclosure This document is intended for use only for the proposed Road to Route 1 Waterline Improvement Project. Ideas, concepts, or content contained within this document shall not be shared or disclosed to other personnel or companies without prior written approval from E-Merge Systems Ltd.

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BRIDGEMAN UNDERGROUND

Bridgeman Underground, Inc.'s Claim for Payment of Extra Work

Project: Hopkins Road to Route 1 Waterline Improvements (No. 19-0225)

Rodolfo R. "Rudy" Remigio, Esq.
Counsel for BUI
Rudy.Remigio@reavesgovcon.com
757.410.3061 (Direct/Mobile)
www.ReavesGovCon.com

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BRIDGEMAN UNDERGROUND

Introduction

- Claim for decision pursuant to Va Code Section 15.2-1243 et seq.
- Claim arises from a construction project: Hopkins Road to Route 1 Waterline Improvements (Utilities Project No. 19-0225)
- BUI seeks payment of extra work--SCADA system control work.
- Claim is matter of contract interpretation.

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BRIDGEMAN UNDERGROUND

The Project

- Original Project Summary: installation of 16-inch waterline in two separate segments to replace and upsize existing waterlines, and the installation of two flow control vaults.

- Locations: Hopkins Road to Walmsley Boulevard; Space Road to Cogbill Rd.

- Major components:
  - Furnish and install approximately 10,146 LF of 16-inch, 150 LF of 12-inch, 136 LF 8-inch, and 131 LF of 6-inch Ductile Iron (DI) water main
  - Install 192 LF of 30-inch Steel Casing and 16-inch DI water main by boring under Railroad.
  - Install 75 water service transfers.
  - Install two new flow control vaults with associated flow control valve, piping, and electrical services

BRIDGEMAN

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Project Highlights

- Contract awarded: October 16, 2023
- Original Contract Amount: $7,919,697.00
- Final Contract Amount: $8,647,352.17
- Original Project Duration: 465 calendar days
- Actual Project Completion: 537 calendar days
- # of Chang Orders: 7
- Contractor Caused Delays: 0
- NOIs and Claims: 1

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BRIDGEMAN UNDERGROUND

The Extra Work at Issue: SCADA System Controls

- What is the SCADA control system?
  - SCADA Generally = a system of software and hardware that allows organizations to control and monitor industrial processes
  - This Project:
    - Permit Chesterfield to control the flow of water in the valves remotely via networking, software, and programming.

- Specialty contractors identified as "integrators" perform SCADA scope of work (Add. Tec. Spec Subsection 17010, "Integrators"):

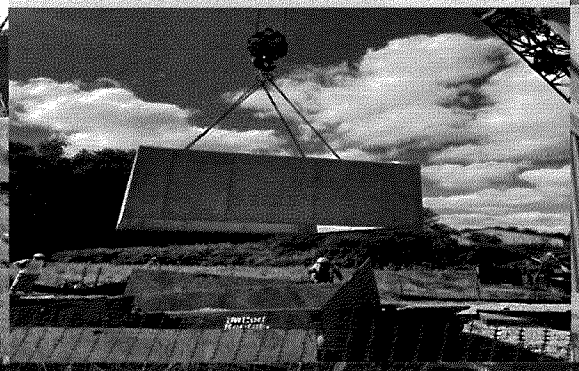
- How BUI's scope of work relates to the SCADA integrators' scope work:
  - BUI was to install a flow control vault and a flow valve in each vault (2 vaults, with one valve in each)
  - BUI to install the housing/cabinet and run utilities to the housing for the SCADA installation
  - The integrators to install the SCADA controls, and perform networking and programming (and training)
  - BUI to coordinate its work with the SCADA integrators

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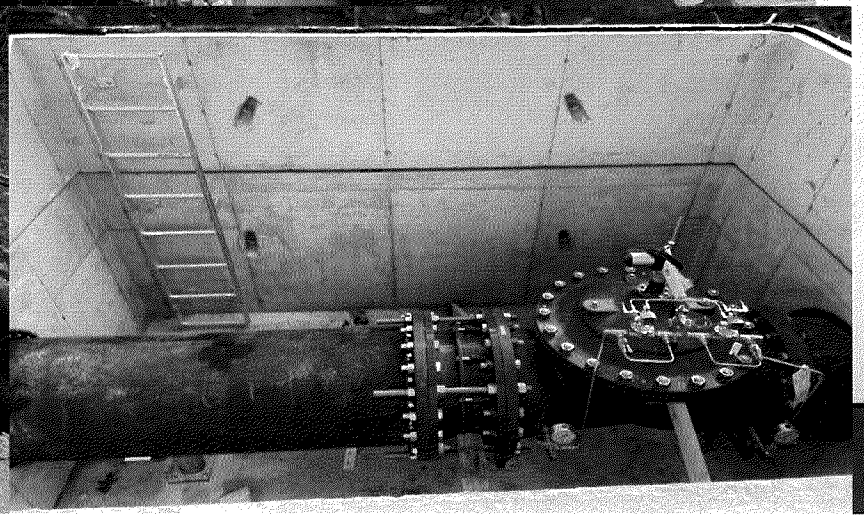
BUI's Scope to Coordinate with the SCADA











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The Extra Work: SCADA System Controls







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The Relevant Facts

- 07/27/24: BUI submits it bid on project. No cost of SCADA controls procurement and installation included.
- 01/31/24: BUI submits an RFI concerning the SCADA installation noting that the contract indicates Owner will provide SCADA
- 02/6/24: Dewberry responded that the work was to be contracted directly by BUI
- 02/29/24: Meeting takes place between BUI and Chesterfield to discuss the SCADA work. BUI is told that BUI was required to pay for the SCADA work
- 03/6/2024: BUI submits a notice of intent to file a claim.

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The Issue

- BUI did not include in its bid price installation of the SCADA controls because the Contract plainly states the Owner will perform this work, not Contractor.
- After award, the County (through Dewberry Engineers) required BUI to install the SCADA controls at its own cost by interpreting the contract in a way that ignores terms or creates conflicts and ambiguities.
- But the law requires a contract be interpreted to enforce terms as written, avoid conflicts, and resolve ambiguities in favor of the non-drafting party.
- Was Dewberry's interpretation of the Contract correct—requiring BUI to perform the SCADA work without additional compensation? Answer: NO.

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The General Rules of Contract Interpretation Decide the Issue

1. Unambiguous terms are **enforced as written**. *See e.g.*, *Ames v. American Nat. Bank of Portsmouth*, 163 Va. 1 (1934)
2. Terms are given their **plain meaning**. *See e.g.*, *Lansdowne Development Co., L.L.C. v. Xerox Realty Corp.*, 257 Va. 392 (1999)
3. "**No word or clause . . . will be treated as meaningless.**" *TravCo Ins. Co. v. Ward*, 284 Va. 547 (2012)
4. "[S]eemingly conflicting **provisions [should be] harmonized** when that can be reasonably done, so as to effectuate the intention of the parties." *TravCo Ins. Co. v. Ward*, 284 Va. 547 (2012).

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BRIDGEMAN UNDERGROUND

The Contract Terms: Owner *Performs* SCADA & Contractor *Coordinates*

- Contract Provisions Addressing SCADA Scope:
  1. Pg. D-1, "Description of the Work"
  2. Pg. G-24, General Conditions, Section 53(CC) and (DD), "Standards for Computing Pay Items
  3. Additional Technical Specifications, Division 17, Instrumentation and Controls,
     a) Section 17000, General Requirements for Process Instrumentation and Control Systems,
     b) Section 17010, Integrators. Prt. 2
  4. Appendix G - Autologic, Emerge, and Kapsh Scopes/Quotes

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BRIDGEMAN UNDERGROUND

The Contract Terms: Owner *Performs* SCADA & Contractor *Coordinates*

- Add. Tech. Spec., Div. 17, Instrumentation and Controls, Section 17000, "General Requirements for Process Instrumentation and Control Systems," Section 17000-1 (1.2):

C. Work of this Specification shall include engineering, furnishing, installing, start-up, calibrating, and testing of all new instrumentation and control systems required for the construction, integration and commissioning of a complete process instrumentation and control system. Total integration of field-mounted instrumentation, control devices, and process equipment furnished and installed as work of this section of the Specifications, and of similar equipment furnished and installed as work of other sections shall be the responsibility of this section of the Specifications.

Scope = SCADA control system

The Owner shall perform the work identified in paragraph C (Work by Others) below. The Contractor shall be responsible for coordinating with the Owner as required to ensure that a complete functional system will be provided.

Owner performs SCADA in C through "Others"

Contractor coordinates SCADA

1.3 Codes and Standards

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BRIDGEMAN UNDERGROUND

The Contract Terms: Owner *Performs* SCADA & Contractor *Coordinates*

- Pg. D-1, "Description of the Work:"

Railroad. Work for this project generally includes:

(1) Furnish and install approximately 10,146 LF of 16-inch, 150 LF of 12-inch, 136 LF 8-inch, and 131 LF of 6-inch Ductile Iron (DI) water main by open-cut excavation, along with associated valves, fittings, hydrants, and associated appurtenances.

(2) Install 192 LF of 30-inch Steel Casing and 16-inch DI water main by boring under Railroad.

(3) Install 75 water service transfers.

(4) Install two new vaults, each with associated flow control valve, piping, and electrical service.

(5) Coordinate with the integrators and install system per their scopes.

Contractor coordinates w. integrators

Separate SCADA integrator contractors' scopes are in Appendix G

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The Contract Terms: Owner *Performs* SCADA & Contractor *Coordinates*

- Pg. G-24, General Conditions, Section 53(CC) and (DD), "Standards for Computing Pay Items:"

CC. **HOPKINS RD FLOW CONTROL VALVE AND VAULT WORK COMPLETE** – Lump sum price furnishing and installing all items that are included in the new valve vault area, which includes, but is not limited to, gravel access drive, excavation, shoring, flow rate control valve, vault, piping, valves, fittings, electrical work, coordination with integrator, and site restoration.

DD. **BELLWOOD FLOW CONTROL VALVE AND VAULT WORK COMPLETE** – Lump sum price furnishing and installing all items that are included in the new valve vault area, which includes, but is not limited to, gravel access drive, excavation, shoring, flow rate control valve, vault, piping, valves, fittings, electrical work, coordination with integrator, and site restoration.

The Contract Terms: Owner *Performs* SCADA & Contractor *Coordinates*

- Pg. G-24, General Conditions, Section 53(CC) and (DD) define the below pay items
- No SCADA referenced in the pay items themselves (Pg. BF-8):

51.	Hopkins Rd Flow Control Valve And Vault Area Work As Per Plans		
Lump Sum	@ Five Hundred Ninety-Nine Thousand Two Hundred Forty-Five and no/100	$ (Lump Sum)	$ 599,245.00
52.	Bellwood Flow Control Valve And Vault Area Work As Per Plans		
Lump Sum	@ Four Hundred Forty-Nine Thousand Four Hundred Thirty-Four and no/100	$ (Lump Sum)	$ 449,434.00

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BRIDGEMAN UNDERGROUND

The Contract Terms: Owner *Performs* SCADA & Contractor *Coordinates*

- Coordination of Contractor's own Work required at Pg. G-24, General Conditions. Section 24:

24. INTERPRETATION OF CONTRACT DOCUMENTS

The Contractor shall verify all figures on the Plans and shall be responsible for the proper coordination of all dimensions as well as all different parts of the Work.

- Why is SCADA "coordination" called out in D-1, Tech Spec 17000-1 (1.2), and GC Section 53(CC) and (DD) if SCADA installation is Contractor's scope?

- Answer: SCADA install is not Contractor's Work. SCADA "coordination" means Contractor will work in tandem or cooperate with Owner's SCADA integrators, not contract with them.

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THINK OUTSIDE THE BELTWAY

BRIDGEMAN UNDERGROUND

The Contract Terms: Owner *Performs* SCADA & Contractor *Coordinates*

- Appendix G, identifies the Owner's SCADA contractors, their scope of work, and proposals.
- Each proposal is addressed to and/or contemplates an agreement with Dewberry or Chesterfield County, not Contractor
- E.g.,:

Subject: **Hopkins Road to Route 1 Water Improvements**

Contract: **Utilities Project No. 19-0225**

Kapsch TrafficCom USA, Inc. ("Kapsch") is pleased to offer this proposal to furnish Chesterifeld County Utilities Department ("Customer") for the subject project as detailed below in the "Work Included" section, and including referenced attachments.

Acceptance of Scope of Work:

Kapsch TrafficCom USA, Inc.

By: _____

Chesterfield County Utilities Department

By: _____

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BRIDGEMAN UNDERGROUND

The Contract Terms: Owner *Performs* SCADA & Contractor *Coordinates*

- Add. Tech. Spec., Division 17, Subsection 17010 – Integrators, Prt. 2, 2.1, Network Integrator

Owner clarifies in this subsection who it will hire to perform as network integrator (per its obligation under Section 17000), and who Contractor will coordinate with.

2.1 NETWORK INTEGRATOR

A. The Contractor shall obtain the services of a Subcontractor to be responsible for the coordination and integration of the communications network. This Subcontractor is referred to as the Network Integrator.

B. The approved Network Integrator for this project shall be:

E-Merge Systems, Inc.

"Obtain" here does not mean "perform," or "procure" given other provisions that expressly address performance and payment as it relates to SCADA scope

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BRIDGEMAN UNDERGROUND

The Contract Terms: Owner *Performs* SCADA & Contractor *Coordinates*

- Add. Tech. Spec., Division 17, Subsection 17010 – Integrators, Prt. 2, 2.2, Systems Integrator

2.2 SYSTEMS INTEGRATOR

Owner clarifies in this subsection who it will hire to perform as system integrator (per its obligation under Section 17000), and who Contractor will coordinate with.

A. The Contractor shall obtain the services of a Subcontractor to be responsible for the coordination and integration of the instrumentation and control system. This Subcontractor is referred to as the Systems Integrator (SI).

"Obtain" here does not mean "perform," or "procure" given other provisions that expressly address performance and payment as it relates to SCADA scope.

B. The approved SI for this project shall be:

Autologic LLC Engineering.

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BRIDGEMAN UNDERGROUND

The Contract Terms: Owner *Performs* SCADA & Contractor *Coordinates*

- Add. Tech. Spec., Division 17, Subsection 17010 – Integrators, Prt. 2, 2.3, SCATA System Contractor

2.3 SCADA SYSTEM CONTRACTOR

Owner clarifies in this subsection who it will hire to perform as SCADA System Contractor (per its obligation under Section 17000), and who Contractor will coordinate with.

A. The Contractor shall obtain the services of a SCADA System Contractor to be responsible for all programming and software modifications required to the Chesterfield County Department of Public Utilities SCADA System.

"Obtain" here does not mean "perform," or "procure" given other provisions expressly address performance and payment as it relates to SCADA scope.

B. The approved SCADA System Contractor for this project shall be:

Kapsch
3810 Corcorde Pkwy. Suite 1000
Chantilly, VA 20151

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BRIDGEMAN UNDERGROUND

The General Rules of Contract Interpretation Decide the Issue

1. Unambiguous terms are **enforced as written**. *See e.g.*, *Ames v. American Nat. Bank of Portsmouth*, 163 Va. 1 (1934)
2. Terms are given their **plain meaning**. *See e.g.*, *Lansdowne Development Co., L.L.C. v. Xerox Realty Corp.*, 257 Va. 392 (1999)
3. **"No word or clause . . . will be treated as meaningless. "** TravCo Ins. Co. v. Ward, 284 Va. 547 (2012)
4. "[S]eemingly conflicting **provisions [should be] harmonized** when that can be reasonably done, so as to effectuate the intention of the parties." *TravCo Ins. Co. v. Ward*, 284 Va. 547 (2012).

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BUI's Interpretation Meets The General Rules of Contract Interpretation

- Enforces the contract terms as written
- Harmonizes all provisions addressing SCADA:
  - D-1 (BUI's work and integrator coordination)
  - GC 53(CC) and (DD) (pay items and BUI coordination with SCADA integrators)
  - GC 24 (coordination of BUI's own work)
  - Spec. 7001-1 (1.2) (Owner's Work and BUI's coordination with SCADA integrators)
  - Subsection 17010 (Integrator scope of work)
  - Appendix G (Integrator proposals)
- Avoids rendering any of the provisions meaningless or redundant

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BRIDGEMAN UNDERGROUND

Dewberry's Misinterpretation

- Per Dewberry, 17010 requires BUI to perform SCADA at its cost
- Inconsistent with the general rules of contract interpretation:
  - **Fails to enforce the contract as written**
    - The other provisions specifically address BUI's work, pay items, and who will perform SCADA
  - **Fails to harmonize** other provisions of the contract addressing SCADA
  - **Renders other provisions meaningless** addressing SCADA
  - **Creates an ambiguity** or conflict where none exists

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BRIDGEMAN UNDERGROUND

The Alternative: Ambiguity Rules of Contract Interpretation Decide the Issue

1. **Contradictory contract provisions are ambiguous**. *See McLean v. Piedmont & Arlington Life Ins. Co.*, 70 Va. (29 Gratt.) 361, 378 (1877)
2. An **ambiguity is construed against the drafter**. *See e.g.*, *Martin & Martin, Inc. v. Bradley Enters.*, Inc., 256 Va. 288, 291 (1998); *Graham v. Commonwealth*, 206 Va. 431 (1965).
3. A **provision specifically addressing a dispute will govern** over general terms. *See e.g.*, *Appalachian Regional Healthcare v. Cunningham*, 294 Va. 363 (2017).
4. The intent of an ambiguous provision can be **discerned from extrinsic evidence**. *See e.g.*, *Cascades N. Venture Ltd. P'ship v. PRC Inc.*, 249 Va. 574, 579 (1995).

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BRIDGEMAN UNDERGROUND

Any Ambiguity Should be Resolved in BUI's Favor

- Even if Spec. 17010 means BUI is to procure the SCADA work, this result in a conflict (with 17000; GC Section 53(CC) and (DD); and Pg. D-1),rendering the Spec. ambiguous.

- The ambiguity should be resolved in favor of BUI per the rules of contract interpretation--Chesterfield (through its agent Dewberry) drafted the Specification, not BUI.

(N) DRAWINGS prepared by **Dewberry Engineers Inc.** numbered G1.0 through E4.1, and dated January 2023

(O) SPECIFICATIONS prepared or issued by **Dewberry Engineers Inc.** dated January 2023.

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BRIDGEMAN UNDERGROUND

Any Ambiguity Should be Resolved in BUI's Favor

- Chesterfield had a duty to examine the Add. Tec. Specifics and report any conflicts therein to bidders under 17000-1.5.

1.5 RESPONSIBILITIES OF OWNER

D. Specifications: Examine all specification divisions relating to the project. Include all work, materials, and equipment mentioned as being provided under this division. Report any discrepancies, conflicts, or omissions; accomplish work require for conformance and/or completion.

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BRIDGEMAN UNDERGROUND

Spec. 17010 is not Controlling Under the Ambiguity Rules

- The Contract and the rules of contract interpretation provide the ambiguity should resolve in favor of BUI's interpretation:
  - 17010 is intended to identifying the SCADA integrator's scope and the contractor that Owner has selected to perform the work.
  - Other SCADA and coordination related provisions are specific to the dispute—
    - D-1 (BUI's work and integrator coordination)
    - GC 53(CC) and (DD) (pay items and BUI coordination with SCADA integrators)
    - GC 24 (coordination of BUI's own work)
    - Spec. 7001-1 (1.2) (Owner's Work and BUI's coordination with SCADA integrators)
  - Theses specific provisions control over 17010

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Intent to exclude SCADA from BUI's Scope is Clear under the Ambiguity Rules

- Chesterfield's past procurements show its intent was not to require BUI to perform SCADA work on this Project
- *See e.g.*, Iron Bridge Road Water Line procurement:
  - Bid sheet contained a line item and dollar value for the integrators
  - The proposal from the Network Integrators were addressed to all bidders and not to Chesterfield or the Network Engineer

34.	Instrumentation and Control System Furnished and Installed by Kapsch (See Appendix - C)	
Lump Sum	One Hundred and Nine Thousand Seven Hundred and Thirty Three No/100	

Attn: All Bidding Contractors Date 9/5/2017

Subject: Chesterfield County-Iron Bridge Road Waterline-SCADA Interface Proposal

Dear Mr. Easterbrook
Kapsch TrafficCom USA, Inc. ("Kapsch") is pleased to offer this proposal to integrate the Iron Bridge Waterline Instrumentation and control upgrades into the current Addison-Evans DYNAC SCADA platform

REAVES GovCon GROUP
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BRIDGEMAN UNDERGROUND

Dewberry's Inconsistency: Change Order 001

- Increased the Contract Price by $17,797.50 for escalation of Autologic and Emerge costs (the SCADA integrator contractors)

> The following changes are hereby made to the CONTRACT DOCUMENTS:
>
> DESCRIPTION OF CHANGES: **Increase to Autologic and Emerge costs from quotes included in Project Manual.**

- If this was original scope work, then any escalation was at the risk of Contractor, not Owner.
- Payment of escalation of Autologic and Emerge costs to BUI is inconsistent with Dewberry's position that this SCADA work is not a change in BUI's scope and not extra work.

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BRIDGEMAN UNDERGROUND

The Damages: Unpaid Costs of SCADA Work

- E-Merge Systems LLC (the Network Integrator): $12,715.00
- Autological LLC (the System Integrator): $264,900.00
- Kapsch (the SCADA System Contractor): $31,450.00
- BUI's markup of 10% $30,906.50
  - (GC 38, Extra Work, permits up to 15% markup)
- (Changer Order No. 1) (-$17,997.50)

Total: $322,174.00

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BRIDGEMAN UNDERGROUND

The Relief Sought

- Cost of Extra of SCADA Work: $322,174.00
- Finance Charge: 1% per month (per VA Code § 2.2-4352)

CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA

Meeting Date: March 11, 2026 **Item Number: 13.B.1.a.**

Subject:
Resolution Recognizing Mrs. Kathy Van Horn, Treasurer's Office, Upon Her Retirement

Board Action Requested:
The Board is requested to adopt the attached resolution.

Summary of Information:
Mrs. Kathy Van Horn will retire on April 1, 2026, after providing almost 23 years of outstanding service to the citizens of Chesterfield County.

Attachments:
1. Resolution

Preparer: Rebecca Longnaker, Treasurer

Approved By:



RECOGNIZING MRS. KATHY VAN HORN UPON HER RETIREMENT

WHEREAS, Mrs. Kathy Van Horn will retire from Chesterfield County on April 1, 2026, after providing almost 23 years of outstanding service to the citizens of Chesterfield County; and

WHEREAS, Mrs. Van Horn faithfully served the first 17 years of her career with the Commissioner of the Revenue's Office beginning as a Tax Assessment Specialist; then transitioned to a Field Auditor leading up to a promotion to a Tax Compliance Auditor; and

WHEREAS, Mrs. Van Horn moved to the Treasurer's Office as a Fiscal Manager in 2020, then through her diligence and perseverance was promoted to Deputy Treasurer of Accounting; and

WHEREAS, Mrs. Van Horn saw many changes during her career including the implementation of a tax management system in 2017 and most recently, where she served as the functional lead and subject matter expert for the Banking and Settlement Workstream of the County's new ERP system, Workday; and

WHEREAS, Mrs. Van Horn also played a major role in the implementation of Treasurer's Office's new banking services provider, which will have a lasting impact on the County for years to come; and

WHEREAS, Mrs. Van Horn diligently assisted with the testing and implementation of our tax management system, introducing many advancements in customer service and process efficiency, which benefit citizens and departments utilizing the system; and

WHEREAS, Mrs. Van Horn nurtured relationships with co-workers during her tenure in our office, promoted teamwork within the department and made a lasting impression on all she has touched, providing leadership and mentoring to those she supervised, always coaching staff and imparting the vast knowledge of County processes and state code; and

WHEREAS, Mrs. Van Horn provided a high level of service, developing relationships, showing continued care and empathy, often going out of her way to meet a need and consistently exceeding customer expectations throughout her career where she on many occasions received compliments for going above and beyond to meet their needs; and

WHEREAS, Mrs. Van Horn has demonstrated her loyalty to Chesterfield County through her dedication and conscientiousness; and

WHEREAS, Chesterfield County and the Board of Supervisors will miss **Mrs. Van Horn's** diligent service, calm demeanor and energetic personality.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors recognizes **Mrs. Kathy Van Horn,** and extends on behalf of its members and the citizens of Chesterfield County, appreciation for her service to the county, congratulations upon her retirement, and best wishes for a long and happy retirement.

CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA

Meeting Date: March 11, 2026 **Item Number: 13.B.1.b.**

Subject:
Resolution Recognizing Firefighter Kenneth W. Reid, Fire and Emergency Medical Services Department, Upon His Retirement

Board Action Requested:
Adoption of the attached resolution.

Summary of Information:
Firefighter Kenneth W. Reid retired from the Fire and Emergency Medical Services Department on March 1, 2026 after providing 25 years of service to the residents of Chesterfield County.

Attachments:
1. Resolution

Preparer: Loy Senter, Fire Chief

Approved By:

RECOGNIZING FIREFIGHTER KENNETH W. REID UPON HIS RETIREMENT

WHEREAS, Firefighter Kenneth W. Reid retired from the Chesterfield Fire and Emergency Medical Services Department on March 1, 2026; and

WHEREAS, Firefighter Reid completed Recruit School #30 in 2001 and faithfully served the residents of Chesterfield County for 25 years as a Firefighter in various assignments at Chester, Matoaca, Bensley, Enon, Ettrick, Courthouse, Rivers Bend, and Clover Hill Fire and EMS Stations; and

WHEREAS, Firefighter Reid was awarded an EMS Unit Citation Award for his involvement in the successful outcome of a patient who was suffering a severe allergic reaction on February 1, 2002; and

WHEREAS, Firefighter Reid was awarded an EMS Unit Citation Award for his involvement in the successful outcome of a patient suffering cardiac arrest on August 6, 2006; and

WHEREAS, Firefighter Reid was awarded a Unit Citation Award for his involvement in successfully rescuing trapped occupants from a multifamily dwelling with extreme fire conditions on September 21, 2007; and

WHEREAS, Firefighter Reid was awarded an EMS Lifesave Award for his involvement in the successful outcome of a patient suffering cardiac arrest on October 2, 2011.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors recognizes the valuable contributions of **Firefighter Kenneth W. Reid**, expresses the appreciation of all residents for his service and dedication to the county, and extends appreciation for his dedicated service and congratulations upon his retirement.

CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA

Meeting Date: March 11, 2026 **Item Number: 13.B.2.a.**

Subject:
Approval of First Amendment to Hickory Estates Open-Space Easement

Board Action Requested:
The Board is requested to approve the First Amendment to Hickory Estates Open-Space Easement.

Summary of Information:
In 2017, the county accepted a 713 acre Open-Space Easement in Matoaca District along Graves Road and Eanes Road from Hickory Estates, LLC. The original document permits the easement to be amended provided the amendment does not affect the easement's perpetual duration or is inconsistent with the conservation purpose of the easement. The easement restricted the division of the property into no more than 5 parcels and allowed the construction of 10 dwelling units. The owner has requested that the easement be amended to allow the property to be divided into seven parcels without an increase in the number of dwelling units. In exchange, they have agreed to add a restriction that at least three hundred (300) acres of the property remain in forest cover in perpetuity. The proposal has been reviewed by Stokes Environmental Associates, LTD. and their opinion is that the amendment is not inconsistent with the conservation purpose of the easement and likely increases the protection of the conservation values (copy attached). Staff has reviewed the request and supports the amendment.

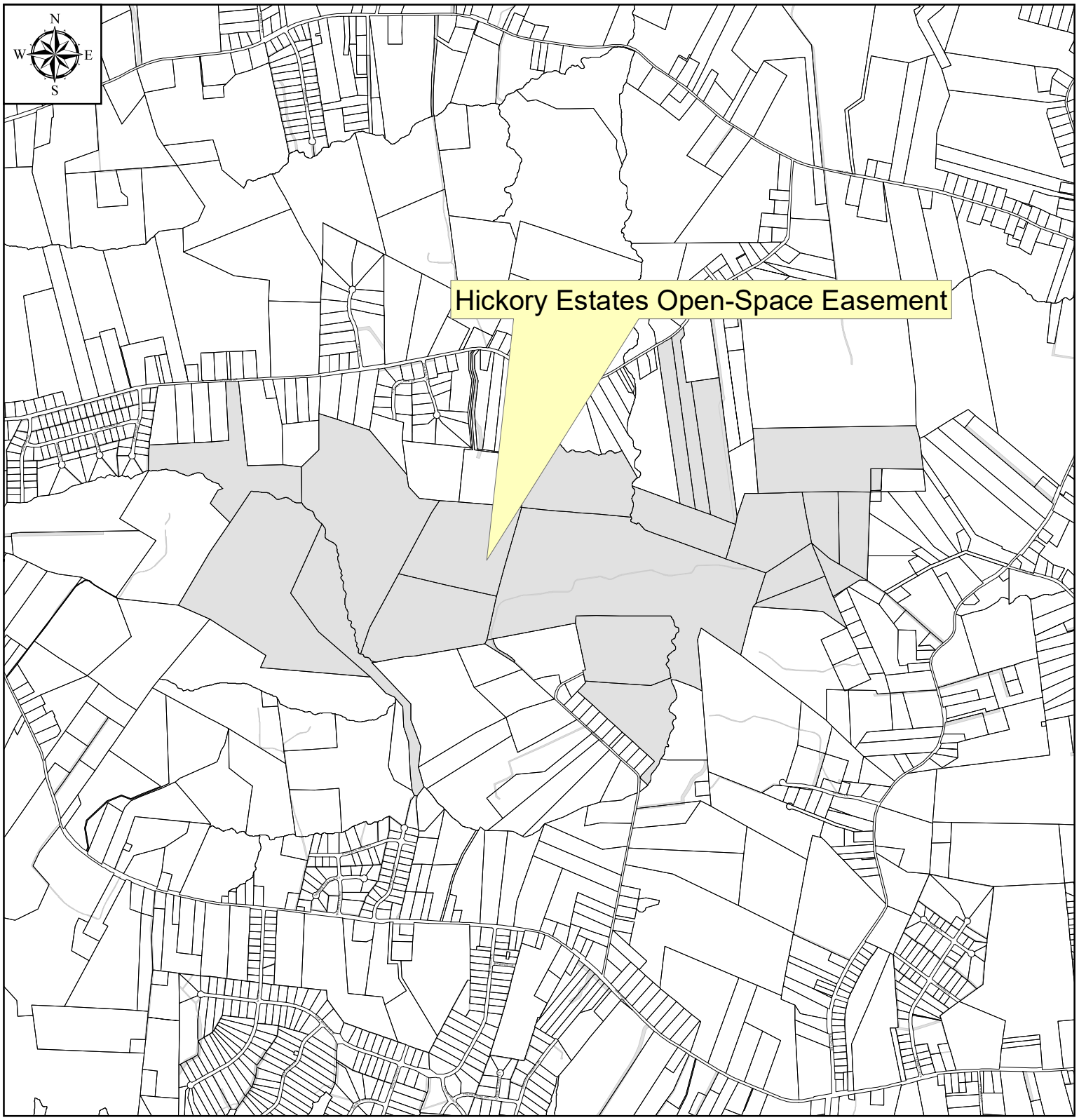
Approval is recommended.

Attachments:
1. Hickory Estates Vicinity Sketch
2. Stokes Environmental Associates Evaluation

Preparer: Lynn Snow, Real Property Manager

Approved By:

Board of Supervisors Meeting - March 11, 2026
To Consider the First Amendment to
Hickory Estates Open-Space Easement



Chesterfield County
Real Property Office

1 inch = 2,000 feet

STOKES
ENVIRONMENTAL
ASSOCIATES, LTD.

2025 July 07

Chesterfield County, Virginia
Board of Supervisors
c/o County Attorney
Lane B Ramsey Administrative Building, Room 503
9901 Lori Road
Chesterfield Virginia 23832

c/o Mr. David S. Lionberger
Hirschler Fleischer
2100 East Cary Street
Richmond, Virginia 23223-7078
Email: *dlionberger@hf-law.com*

RE: Baseline Documentation Report
Approximately 613.56 acres
Hickory Estates, LLC

To Whom it may concern:

This is to acknowledge the proposed amendment to the Hickory Estates LLC conservation easement, which (i) amends Section II, Paragraph 1(i) of the easement to permit two additional divisions so that the property could be divided into a maximum of seven total parcels (instead of a maximum of five total parcels), and (ii) amends Section II, Paragraph 4 of the easement to add a restriction that at least three hundred (300) acres of the Property shall remain in forest cover in perpetuity.

We are in accordance in that the condition that at least three hundred (300) acres of the Property shall remain in forest cover in perpetuity is sufficient to offset the conservation impact to the property of the two-division increase. It is our opinion that the amendment is not inconsistent with the conservation purpose of the easement, and we expect that it increases the protection of the conservation values provided by the easement.

The site included a small, specified amount of cover by roads and other structures, as well as features of beneficial conservation value, shown in the Baseline Documentation Report, at the time we completed it in 2017 October 17. The open space at the site was in ongoing silvicultural and agricultural use with at least 300 acres of forest cover. The extent of forest cover is shown in aerial photographs.

This is to confirm that Stokes Environmental Associates, Ltd. has no present or prospective interest in the subject property, and that the preparers of the report have no personal bias with respect to the property or to the parties involved.

Please do not hesitate to email or call if you have any questions or comments.

Sincerely,

T. Lane Stokes III

Lane Stokes
Environmental Professional
Stokes Environmental Associates, Ltd.
Email: *Lstokes@stokesea.com* | Phone: 727-623-0777

CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA

Meeting Date: March 11, 2026 **Item Number: 13.B.3.**

Subject:
Set Public Hearing for April 22, 2026, to Consider a Lease Amendment with T-Mobile

Board Action Requested:
The Board is requested to set April 22, 2026, as the date to hold a public hearing to consider an amendment to the lease of property at Alberta Smith Elementary School with T-Mobile.

Summary of Information:
T-Mobile has leased property at Alberta Smith Elementary School at 13200 Baily Bridge Road since 2017. The lease expires January 14, 2027. T-Mobile is requesting that the lease be extended for an additional five-year term beginning January 15, 2027, with four five-year renewal terms. Rent will increase 15% over the current term to $16,791.15 annually and increase an additional 15% each renewal term. A public hearing is required to lease county property.

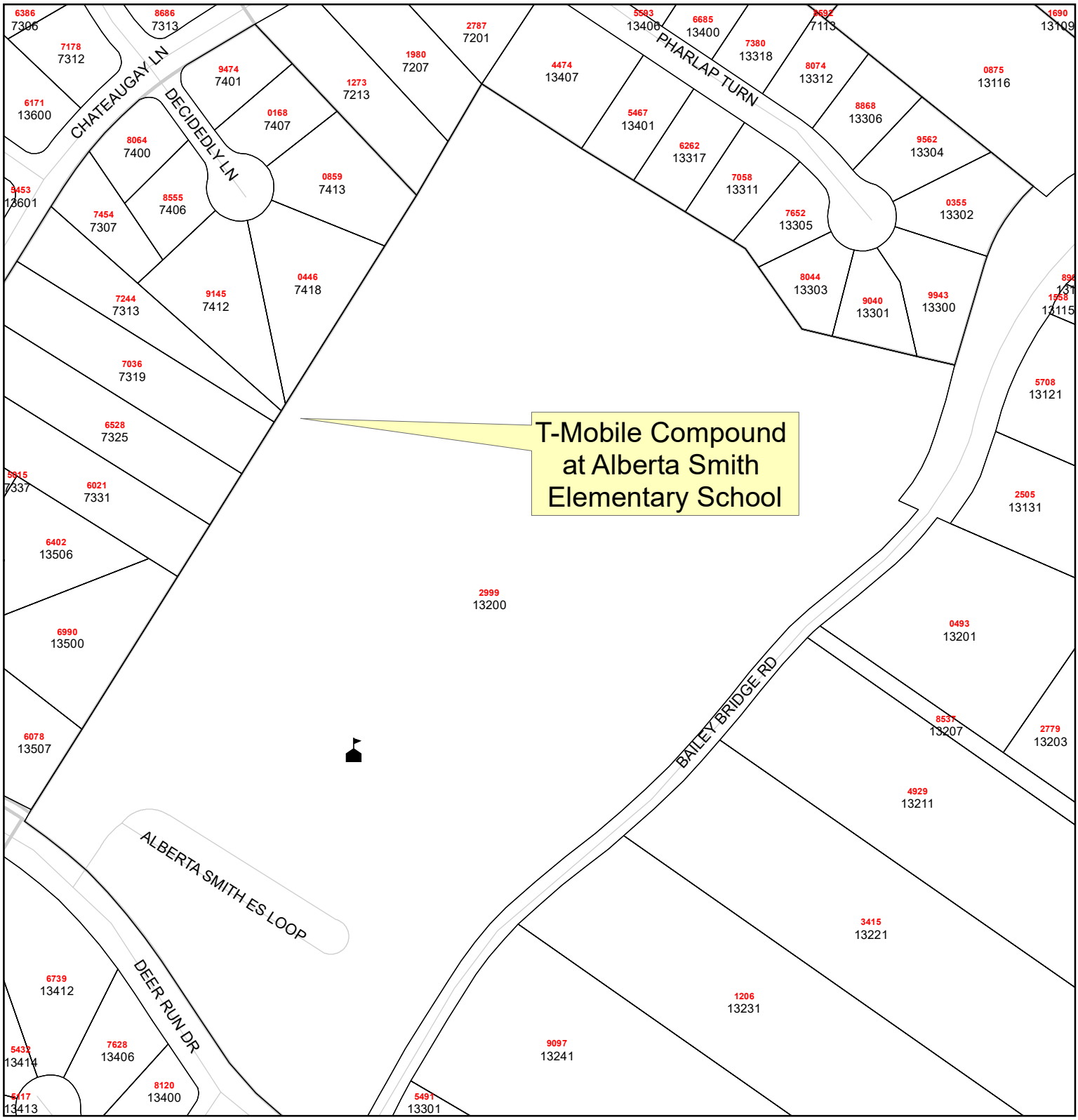
Approval is recommended.

Attachments:
1. Alberta Smith Elementary School Vicinity Sketch

Preparer: Lynn Snow, Real Property Manager

Approved By:

Board of Supervisors Meeting - March 11, 2026
To Consider a Lease Amendment with T-Mobile at Alberta Smith Elementary School



Chesterfield County
Real Property Office

1 inch = 200 feet

CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA

Meeting Date: March 11, 2026 **Item Number: 16.A.**

Subject:
To Consider Readoption of Ordinance to Amend County Code Section 7-4, Satellite Absentee Voting Locations, to Establish North Courthouse Road Library as Satellite Absentee Voting Location for April 21, 2026 Special Election, Which Was Adopted by the Board on an Emergency Basis on February 25, 2026

Board Action Requested:
Readopt the attached ordinance, which was adopted on an emergency basis on February 25, 2026.

Summary of Information:
On February 25, 2026, the Board adopted the attached ordinance on an emergency basis pursuant to Va. Code § 15.2-1427. The ordinance amended Section 7-4 of the County Code to establish North Courthouse Road Library as a voter satellite office for the April 21, 2026 special election, which has been directed to be held by HB 1384.

The Board adopted the ordinance on an emergency basis to comply with HB 1384. This bill requires the general registrars of all localities in the Commonwealth to conduct a special election on April 21, 2026, to vote on a proposed amendment to the Constitution of Virginia. The proposed amendment would allow for congressional redistricting outside of the 10-year census reapportionment. The Circuit Court of Tazewell County ruled on January 27, 2026 that the proposed constitutional amendment was not properly passed in the General Assembly. That ruling is on appeal to the Supreme Court of Virginia. However, the Supreme Court of Virginia has stated that the April 21, 2026 special election will proceed while it determines the validity of the passage of the constitutional amendment. The Circuit Court of Tazewell County also issued an injunction on February 19, 2026, preventing the State and election officials in Tazewell County from taking any action in furtherance of the special election through March 18, 2026. That order is on appeal to the Virginia Supreme Court.

Although the legality of the proposed constitutional amendment is in question before the Supreme Court, HB 1384 requires all localities to "establish voter satellite offices for the April 21, 2026, special election, that allow for appropriate access to in-person absentee voting." Because the County is required under state law to administer elections as scheduled unless directed otherwise by a court of competent jurisdiction, the Electoral Board proposed to establish an additional voter satellite office for the April 21, 2026 special election, without taking a position on the legality of the proposed constitutional amendment.

Under Section 7-4 of the County Code, the County previously had only one location established as a voter satellite office for special elections. That location was the Central Library, 7501 Lucy Corr Boulevard, Chesterfield, VA 23832. In order to "allow for appropriate access to in-person absentee voting," the Electoral Board proposed to amend Section 7-4 of the County Code to establish the North Courthouse Road Library, 325

Courthouse Road, North Chesterfield, VA 23236, as an additional voter satellite office for the April 21, 2026 special election. North Courthouse Road Library was already established as a voter satellite office for general elections and presidential primary elections. Thus, the only proposed change was to expand the use of North Courthouse Road Library as a voter satellite office for the April 21, 2026 special election. The Board implemented this recommendation on February 25, 2026 by adopting the attached ordinance on an emergency basis.

Adoption of the ordinance on an emergency basis was required because Va. Code § 24.2-701.2 requires the General Registrar to post notice of all voter satellite office locations in the County no later than 55 days prior to an election. This timing could not be met through the standard ordinance adoption procedures in state law.

Under Va. Code § 15.2-1427, the Board must readopt the ordinance after a public hearing to continue enforcing it beyond sixty days after its initial adoption. Accordingly, staff recommends that the Board readopt the ordinance after a public hearing.

The Board's adoption and readoption of the ordinance does not reflect any position by the Board regarding legal issues currently pending before the Supreme Court of Virginia. Should the Supreme Court of Virginia issue a ruling affecting the validity or administration of the April 21, 2026 special election, the County will promptly comply with such ruling.

Attachments:

1. Ordinance to Amend 7-4
2. Affidavit

Preparer: Jeff Mincks, County Attorney

Approved By:



AN ORDINANCE TO AMEND THE CODE OF THE COUNTY OF CHESTERFIELD, 1997, AS AMENDED, BY AMENDING SECTION 7-4 RELATING TO SATELLITE ABSENTEE VOTING LOCATIONS

BE IT ORDAINED by the Board of Supervisors of Chesterfield County:

(1) That Section 7-4 of the Code of the County of Chesterfield, 1997, as amended, is amended as follows:

Sec. 7-4. Satellite absentee voting locations.

A. The following are established as satellite absentee voting locations for all general elections and presidential primary elections:

(1) LaPrade Library, 9000 Hull Street Rd, North Chesterfield, VA 23236.

(2) Meadowdale Library, 4301 Meadowdale Blvd, North Chesterfield, VA 23234.

(3) North Courthouse Road Library, 325 Courthouse Road, North Chesterfield, VA 23236.

(4) Ettrick-Matoaca Library 4501 River Road, South Chesterfield, VA 23803.

(5) Clover Hill Library, 6701 Deer Run Drive, Midlothian, VA 23112.

B. The following is established as a satellite absentee voting location for all elections:

(1) Central Library, 7501 Lucy Corr Boulevard, Chesterfield, VA 23832.

C. The following is established as a satellite absentee voting location for the April 21, 2026 special election:

(1) North Courthouse Road Library, 325 Courthouse Road, North Chesterfield, VA 23236.

D. The office of the general registrar shall not serve as a satellite absentee voting location after March 5, 2024.

(2) That this ordinance shall become effective immediately.

Richmond Times-Dispatch

AFFIDAVIT OF PUBLICATION

See Proof on Next Page

State of Florida, County of Broward, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Richmond Times Dispatch, a newspaper printed and published in the City of Richmond, State of Virginia, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES: Feb. 25, 2026, Mar. 4, 2026

NOTICE ID: uhI33mF8lK1SfiZxmUwe
PUBLISHER ID: COL-7006156
NOTICE NAME: Amend County Code 7-4
Publication Fee: $900.15
Ad Size: 2 X 46 L
Category: General Legal Notice

Under penalty of perjury, I, the undersigned affiant swear or affirm that the statements above are true and accurate to the best of my knowledge and belief.

Anjana Bhadoriya

(Signed)_____

VERIFICATION

State of Florida
County of Broward

SHERI SMITH
Notary Public - State of Florida
Commission # HH269383
Expires on May 31, 2026

Subscribed in my presence and sworn to before me on this: 03/04/2026

S Smith

Notary Public
Notarized remotely online using communication technology via Proof.

TAKE NOTICE

Take notice that the Board of Supervisors of Chesterfield County, Virginia, at a regularly scheduled meeting on March 11, 2026, at 6 p.m. in the County Public Meeting Room at the Chesterfield Administration Building, Rt. 10 and Lori Road, Chesterfield, Virginia, will hold a public hearing where persons may appear and present their views concerning:

Readoption of ordinance to amend the Code of the County of Chesterfield, 1997, as amended, by amending Section 7-4 relating to Satellite Absentee Voting Locations, which was adopted by the Board on an emergency basis on February 25, 2026.

A copy of the item is on file in the County Administrator's Office, Room 504, 9901 Lori Road, Chesterfield, Virginia, and may be examined by all interested persons between the hours of 8:30 a.m. and 5 p.m. Monday through Friday. It will also be available online at https://www.chesterfield.gov/244/Agendas-and-Minutes once the agenda packet is published.

The public is encouraged to submit comments through electronic means, email, by the internet, through the mail or by telephone. Citizens are encouraged to use the on-line comment form at https://www.chesterfield.gov/1256/Public-Comments (to be activated on March 5, 2026). Although the Board of Supervisors will endeavor to accept such comments up to the start of the meeting, citizens are encouraged to submit comments no later than 5 p.m. on March 10, 2026, to ensure that the comments are provided to the Board of Supervisors prior to the meeting for their consideration. To obtain a copy of the referenced items, please contact the Clerk to the Board.

Any persons with questions on the accessibility of the meeting or the need for reasonable accommodations should contact Susan Wilson, Clerk to the Board, at (804) 748-1200. Persons needing interpreter services for the deaf must notify the Clerk to the Board no later than March 6, 2026.
COL-7006156

CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA

Meeting Date: March 11, 2026 **Item Number: 16.B.**

Subject:
To Consider the Exercise of Eminent Domain for the Meadowdale Boulevard (Beulah Road to Dalebrook Drive) Bike and Pedestrian Improvements Project

Board Action Requested:
The Board is requested to hold a public hearing to consider the exercise of eminent domain for the acquisition of right-of-way and easements for the Meadowdale Boulevard (Beulah Road to Dalebrook Drive) Bike and Pedestrian Improvement Project..

Summary of Information:
The Meadowdale Boulevard (Beulah Road to Dalebrook Drive) Bike and Pedestrian Improvement Project includes a pedestrian and drainage improvements to the Meadowdale Boulevard between Beulah Road and Dalebrook Drive. The county must expedite the construction of these improvements to improve pedestrian safety and access to Bensley Elementary School by the traveling public.

The county's right-of-way acquisition consultant has acquired right-of-way and easements from 4 of the 5 property owners impacted by the project. The county's right-of-way acquisition consultants have been unable to acquire right-of-way and easements from one property owner required for this project and recommends the county exercise eminent domain to allow the project to advance to construction.

If the county proceeds with eminent domain, a certificate of take will be filed with the courts, which will allow the county to immediately enter and use the right-of-way and easements, so the project can proceed without delay. The county will then be obligated to purchase the right-of-way and easements from the property owner as shown in Attachment A.

Sufficient funds are available in the budget to pay the anticipated condemnation costs.

Attachments:
1. Attachment A - Meadowdale Blvd Bike Ped ED Table
2. Attachment B - Meadowdale Blvd Bike Ped Location Map
3. Affidavit
4. 16B - BOS 03-11-26_Public Hearing_Eminent Domain_Meadowdale_FINAL

Preparer:

Approved By:



MEADOWDALE BOULEVARD (BEULAH ROAD TO DALEBROOK DRIVE) BIKE AND PEDESTRIAN IMPROVEMENT PROJECT
PARCEL RECOMMENDED FOR EMINENT DOMAIN PROCEEDINGS

Parcel Number	Landowner	Parcel ID (GPIN)	Property Address	Rights to Be Acquired	Original Offer Date	Current Offer Amount
003	Meadowdale Town House Park Association	784684588700000	6100 Hokie Court	FEE, TCE	07/01/2025	$4,800

Legend

FEE = Fee Simple Right of Way

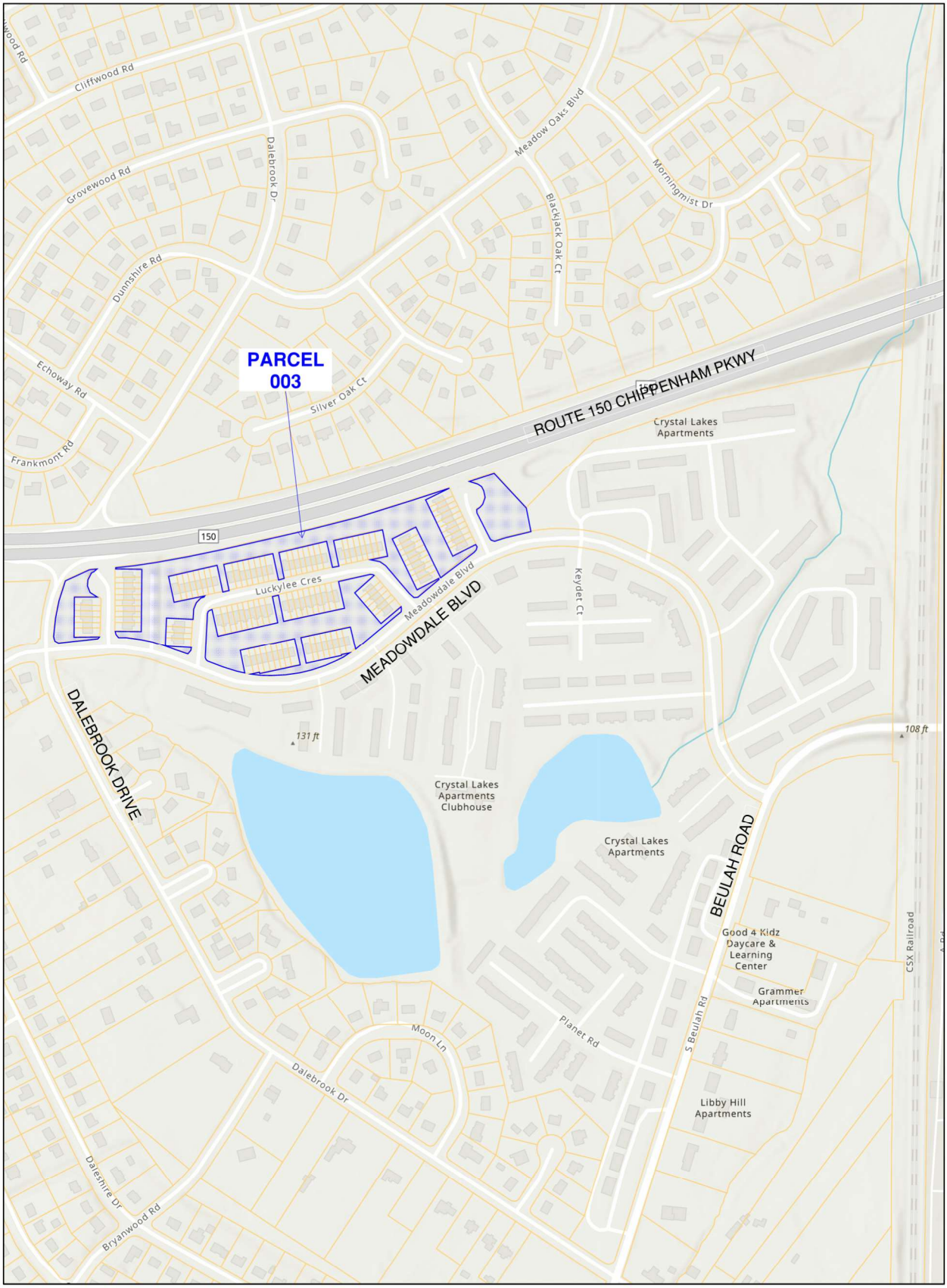
TCE = Temporary Construction Easement

MEADOWDALE BOULEVARD (BEULAH ROAD TO DALEBROOK DRIVE) BIKE AND PEDESTRIAN IMPROVEMENT PROJECT
RIGHT OF WAY DATA SHEET

Parcel Number	Landowner	RIGHT-OF-WAY AND EASEMENT DATA				
		TOTAL PER RECORDED DEED	FEE R/W TAKING TOTAL	PRESCRIPTIVE R/W	FEE REMAINDER	TEMPORARY CONSTRUCTION EASEMENT
		ACRES	ACRES	ACRES	ACRES	ACRES
003	Meadowdale Town House Park Association	5.644	0.009	0.000	5.635	0.024

ATTACHMENT A

MEADOWDALE BOULEVARD (BEULAH ROAD TO DALEBROOK DRIVE)
BIKE AND PEDESTRIAN IMPROVEMENT PROJECT



1/8/2026, 8:59:21 AM

1:4,852

0 0.04 0.08 0.16 mi

0 0.05 0.1 0.2 km

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Esri, NASA, NGA, USGS, FEMA

Richmond Times-Dispatch

AFFIDAVIT OF PUBLICATION

See Proof on Next Page

State of Florida, County of Broward, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Richmond Times Dispatch, a newspaper printed and published in the City of Richmond, State of Virginia, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES: Mar. 4, 2026

NOTICE ID: O0ulE3S4EFJXImn4KmZt
PUBLISHER ID: COL-7006220
NOTICE NAME: Eminent Domain Meadowdale Blvd
Publication Fee: $486.15
Ad Size: 2 X 47 L
Category: General Legal Notice

Under penalty of perjury, I, the undersigned affiant swear or affirm that the statements above are true and accurate to the best of my knowledge and belief.

Anjana Bhadoriya

(Signed)_____

VERIFICATION

State of Florida
County of Broward

SHERI SMITH
Notary Public - State of Florida
Commission # HH269383
Expires on May 31, 2026

Subscribed in my presence and sworn to before me on this: 03/04/2026

S Smith

Notary Public
Notarized remotely online using communication technology via Proof.

TAKE NOTICE

Take notice that the Board of Supervisors of Chesterfield County, Virginia, at a regularly scheduled meeting on March 11, 2026, at 6 p.m. in the County Public Meeting Room at the Chesterfield Administration Building, Rt. 10 and Lori Road, Chesterfield, Virginia, will hold a public hearing where persons may appear and present their views concerning:

The exercise of eminent domain for the acquisition of fee simple interest for right-of-way and easements for the Meadowdale Boulevard (Beulah Road – Dalebrook Drive) Bike and Pedestrian Improvement Project for the following property: 6100 Hokie Court, GPIN 784684588700000

A copy of the item is on file in the County Administrator's Office, Room 504, 9901 Lori Road, Chesterfield, Virginia, and may be examined by all interested persons between the hours of 8:30 a.m. and 5 p.m. Monday through Friday. It will also be available online at https://www.chesterfield.gov/244/Agendas-and-Minutes once the agenda packet is published.

The public is encouraged to submit comments through electronic means, email, by the internet, through the mail or by telephone. Citizens are encouraged to use the on-line comment form at https://www.chesterfield.gov/1256/Public-Comments (to be activated on March 5, 2026). Although the Board of Supervisors will endeavor to accept such comments up to the start of the meeting, citizens are encouraged to submit comments no later than 5 p.m. on March 10, 2026, to ensure that the comments are provided to the Board of Supervisors prior to the meeting for their consideration. To obtain a copy of the referenced items, please contact the Clerk to the Board.

Any persons with questions on the accessibility of the meeting or the need for reasonable accommodations should contact Susan Wilson, Clerk to the Board, at (804) 748-1200. Persons needing interpreter services for the deaf must notify the Clerk to the Board no later than March 6, 2026.
COL-7006220

To Consider the Exercise of Eminent Domain for the Acquisition of Right-of-Way for the Meadowdale Boulevard (Beulah Road - Dalebrook Drive) Bike and Pedestrian Improvements Project

CHESTERFIELD
TRANSPORTATION

Consider the Exercise of Eminent Domain for the Acquisition of Right-of-Way for the Meadowdale Blvd Bike and Pedestrian Improvements Project

- Scope:
  - » Sidewalk and bike lanes will be constructed on both sides of Meadowdale Boulevard from Dalebrook Drive to Beulah Road
    - Bike lanes installed with VDOT repaving Summer 2023 – no cost to county
  - » Sidewalks will tie into existing sidewalk at both termini, providing pedestrian access between Bensley Elementary School, apartments and commercial uses at Hopkins Road
- 2021 – Board appropriated federal [CMAQ] funding to start the project
- Estimate: $4.5M

Meadowdale Boulevard

Pedestrian and Bike Improvements | Dalebrook Drive to Beulah Road



Project Location



SCALE
0 80' 160'

Contact Information

Nathan Mathis, P.E.
Project Manager
Chesterfield County Transportation Department
P.O. Box 40
9800 Government Center Pkwy
Chesterfield, VA 23832
(804) 748-1037

Legend

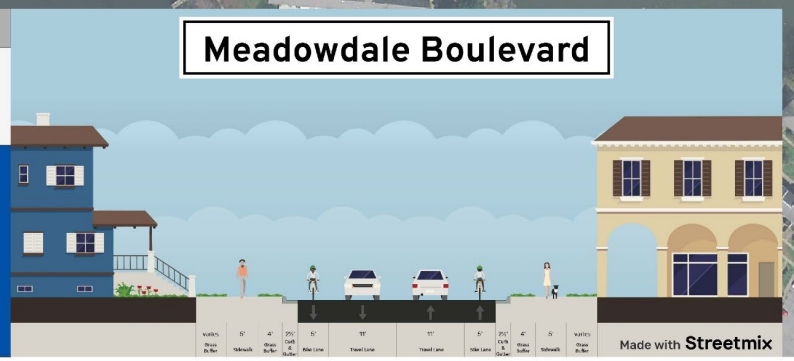
- Proposed Pedestrian Sidewalk/Ramp
- Existing Right of Way
- Proposed Permanent Drainage Easement
- Proposed Temporary Construction Easement
- Proposed Limits of Construction - Cut
- Proposed Limits of Construction - Fill

Meadowdale Boulevard Bike and Pedestrian Improvements
Richmond, Virginia

State Project Number 0770-020-876
UPC 115784
Federal Project Number QMAC-5A27

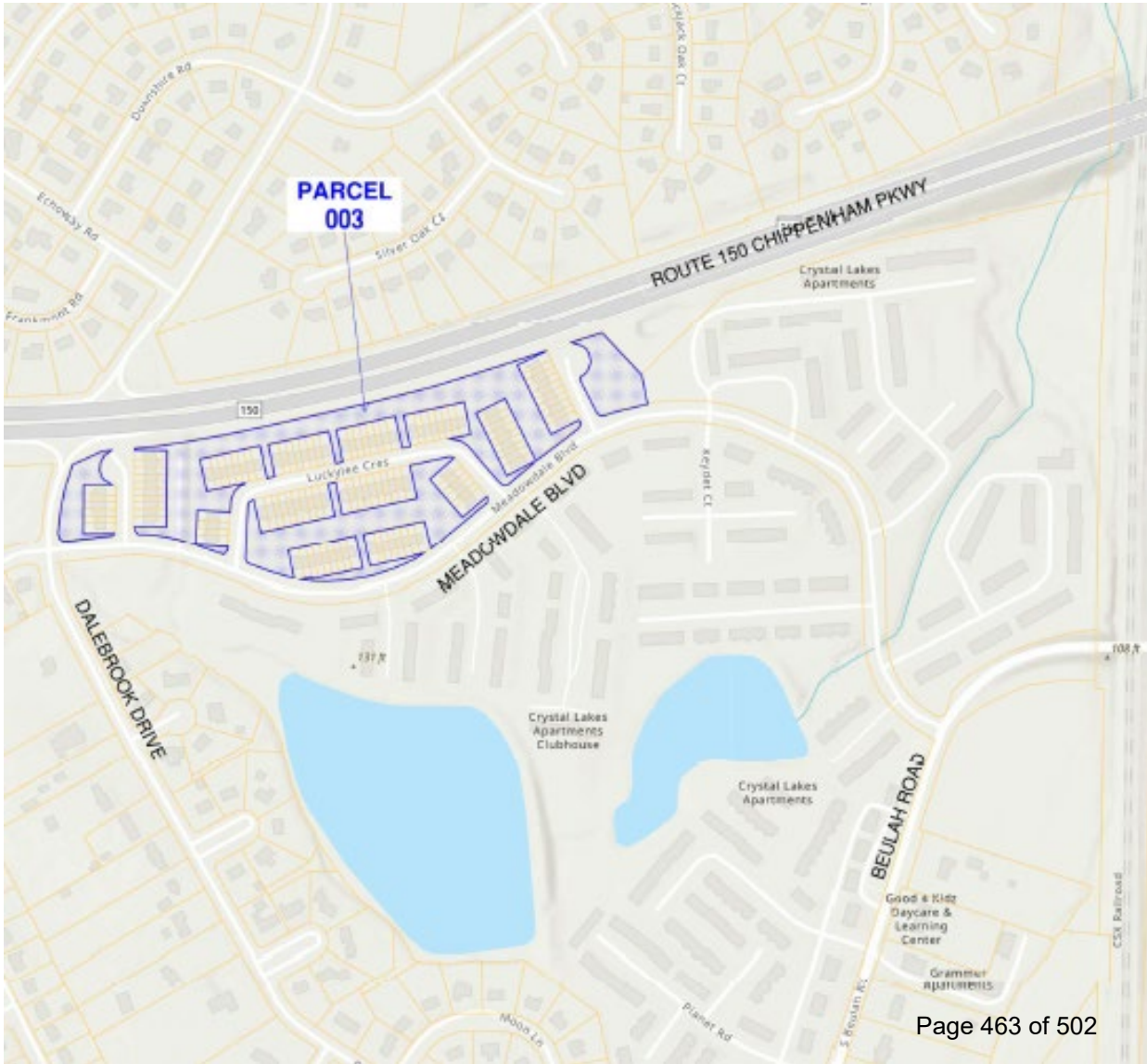
These plans are unfinished and unapproved and are not to be used for any type of construction or the acquisition of right of way. Additional easements for utility relocations may be required beyond the proposed right-of-way shown on these plans.

Imagery Courtesy of the Commonwealth of Virginia copyright 2009/2010.



To Consider the Exercise of Eminent Domain for the Meadowdale Road Project Right-of-Way and Easement Acquisition

- Right-of-Way – Started July 2025
- Right-of-way/easements cleared from 4 of 5 impacted property owners
- Unable to reach an agreement from 1 parcels [owner: Meadowdale Town House Park Association]
  - » On-going – requires 2/3 votes [76 of 114] from community to approve
- Recommend eminent domain so construction can remain on schedule
  - » Utility Relocation – Underway
  - » Advertise CN – Summer 2026
  - » Start CN – Fall 2026
  - » Complete CN – Summer 2027



Attachment A

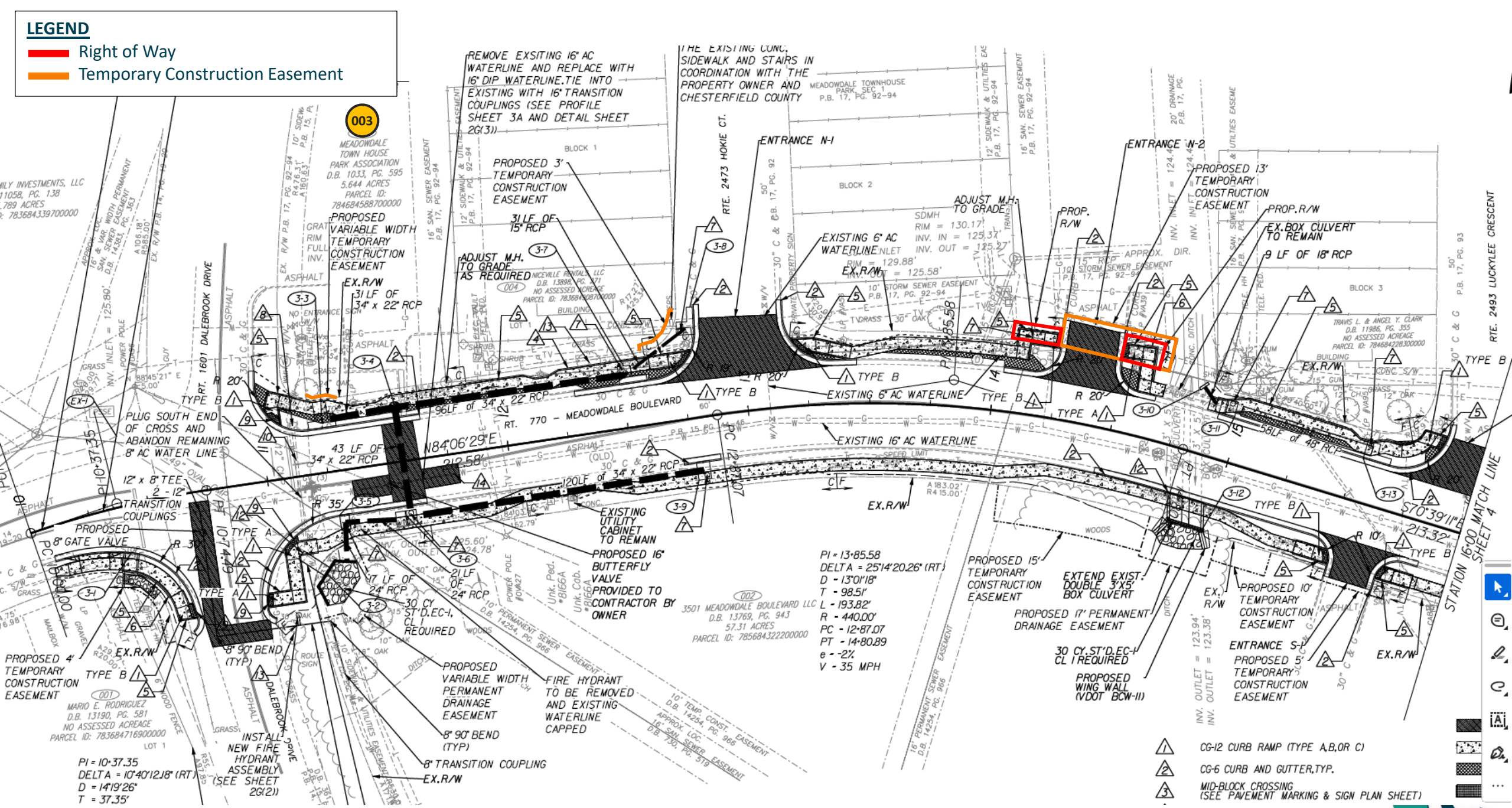
MEADOWDALE BOULEVARD (BEULAH ROAD TO DALEBROOK DRIVE) BIKE AND PEDESTRIAN IMPROVEMENT PROJECT PARCEL RECOMMENDED FOR EMINENT DOMAIN PROCEEDINGS						
Parcel Number	Landowner	Parcel ID (GPIN)	Property Address	Rights to Be Acquired	Original Offer Date	Current Offer Amount
003	Meadowdale Town House Park Association	784684588700000	6100 Hokie Court	FEE, TCE	07/01/2025	$4,800

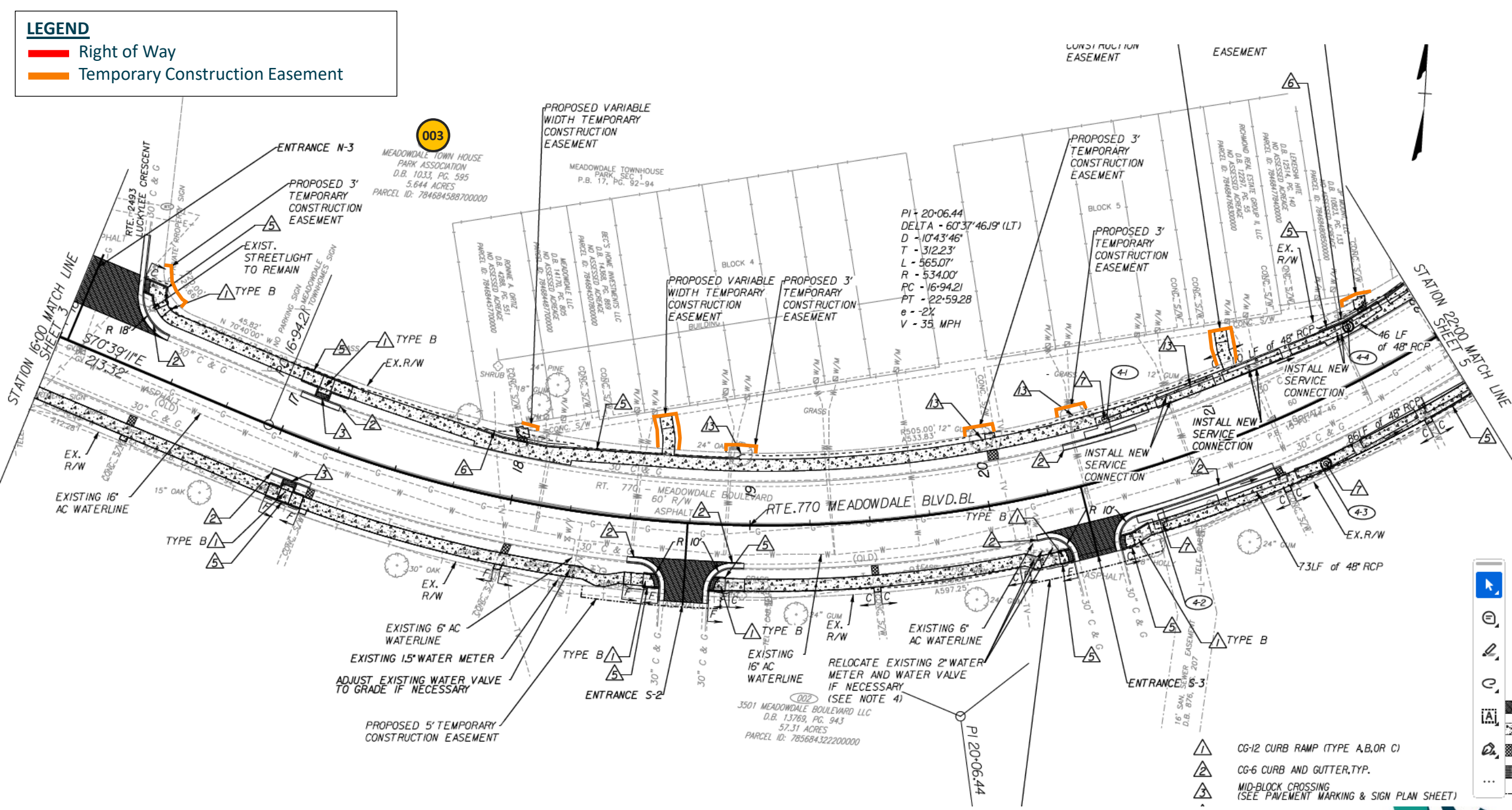
Legend

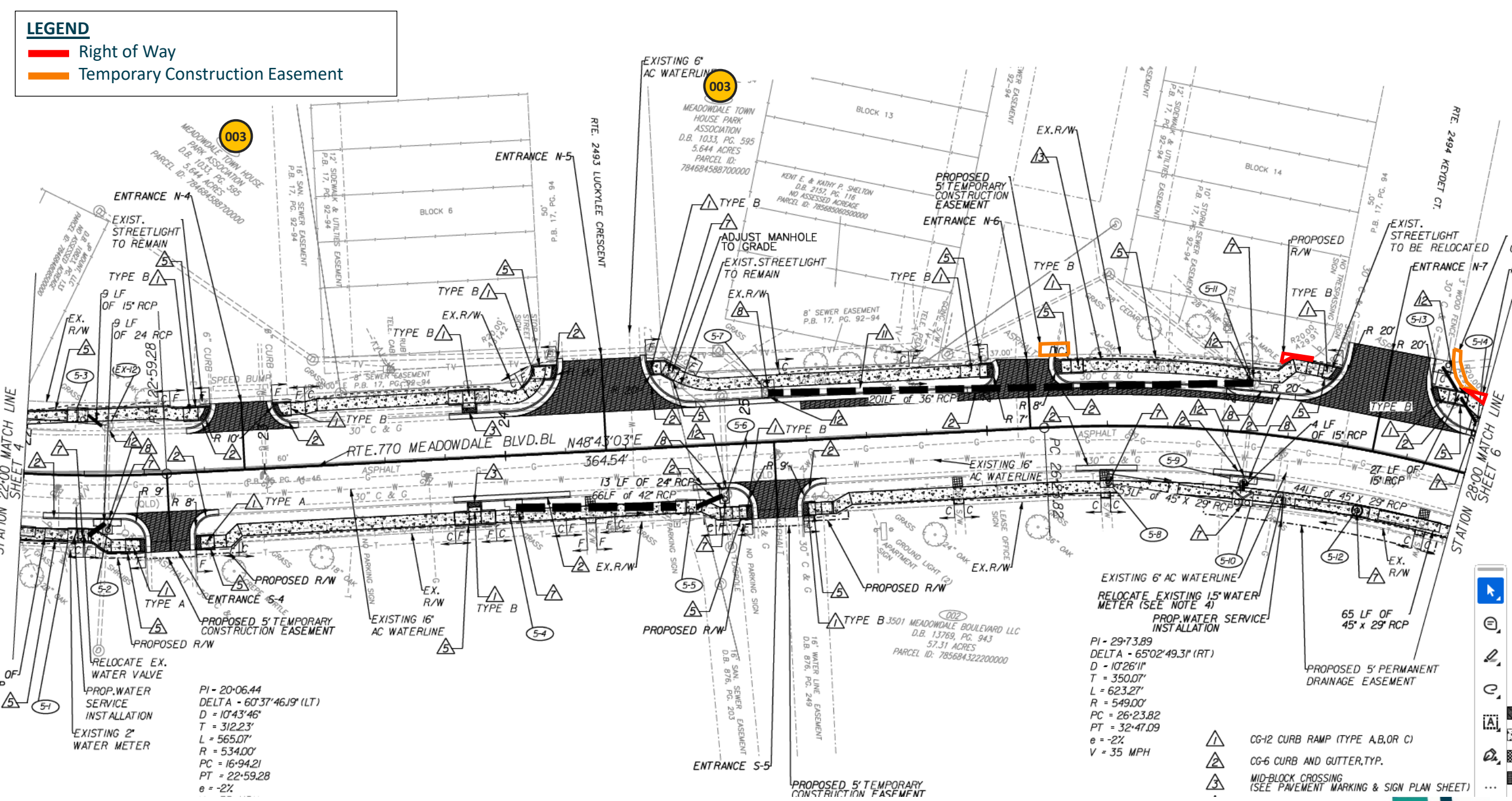
FEE = Fee Simple Right of Way

TCE = Temporary Construction Easement

RIGHT OF WAY DATA SHEET						
		RIGHT-OF-WAY AND EASEMENT DATA				
Parcel Number	Landowner	TOTAL PER RECORDED DEED	FEE R/W TAKING TOTAL	PRESCRIPTIVE R/W	FEE REMAINDER	TEMPORARY CONSTRUCTION EASEMENT
		ACRES	ACRES	ACRES	ACRES	ACRES
003	Meadowdale Town House Park Association	5.644	0.009	0.000	5.635	0.024


LEGEND
Right of Way
Temporary Construction Easement
REMOVE EXSITING 16" AC WATERLINE AND REPLACE WITH 16" DIP WATERLINE.TIE INTO EXISTING WITH 16" TRANSITION COUPLINGS (SEE PROFILE SHEET 3A AND DETAIL SHEET 2G(3))
THE EXISTING CONC. SIDEWALK AND STAIRS IN COORDINATION WITH THE PROPERTY OWNER AND CHESTERFIELD COUNTY
003
MEADOWDALE TOWN HOUSE PARK ASSOCIATION D.B. 1033, PG. 595 5.644 ACRES PARCEL ID: 7846845887000000
PROPOSED VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT
PROPOSED 3' TEMPORARY CONSTRUCTION EASEMENT
31 LF OF 15" RCP
ADJUST M.H. TO GRADE AS REQUIRED
EX.R/W
31 LF OF 34" x 22" RCP
RTE. 2473 HOKIE CT.
ENTRANCE N-1
ENTRANCE N-2
ADJUST M.H. TO GRADE
EXISTING 6" AC WATERLINE
PROP. R/W
PROPOSED 13' TEMPORARY CONSTRUCTION EASEMENT
PROP.R/W
EX.BOX CULVERT TO REMAIN
9 LF OF 18" RCP
RTE. 1601 DALEBROOK DRIVE
RT. 770 – MEADOWDALE BOULEVARD
96LF of 34" x 22" RCP
43 LF OF 34" x 22" RCP
120LF of 34" x 22" RCP
EXISTING 16" AC WATERLINE
58LF of 48" RCP
PLUG SOUTH END OF CROSS AND ABANDON REMAINING 8" AC WATER LINE
12" x 8" TEE
2 - 12" TRANSITION COUPLINGS
PROPOSED 8" GATE VALVE
EXISTING UTILITY CABINET TO REMAIN
PROPOSED 16" BUTTERFLY VALVE PROVIDED TO CONTRACTOR BY OWNER
7 LF OF 24" RCP.
21 LF OF 24" RCP
30 CY ST'D.EC-I. CL I REQUIRED
8" 90° BEND (TYP)
PROPOSED VARIABLE WIDTH PERMANENT DRAINAGE EASEMENT
FIRE HYDRANT TO BE REMOVED AND EXISTING WATERLINE CAPPED
8" TRANSITION COUPLING
PROPOSED 4' TEMPORARY CONSTRUCTION EASEMENT
INSTALL NEW FIRE HYDRANT ASSEMBLY (SEE SHEET 2G(2))
PI = 10+37.35
DELTA = 10°40'12.18" (RT)
D = 14°19'26"
T = 37.35'
PI = 13+85.58
DELTA = 25°14'20.26" (RT)
D = 13°01'18"
T = 98.51'
L = 193.82'
R = 440.00'
PC = 12+87.07
PT = 14+80.89
e = -2%
V = 35 MPH
PROPOSED 15' TEMPORARY CONSTRUCTION EASEMENT
EXTEND EXIST. DOUBLE 3'X5' BOX CULVERT
PROPOSED 17' PERMANENT DRAINAGE EASEMENT
30 CY ST'D.EC-I CL I REQUIRED
PROPOSED WING WALL (VDOT BCW-II)
PROPOSED 10' TEMPORARY CONSTRUCTION EASEMENT
ENTRANCE S-1
PROPOSED 5' TEMPORARY CONSTRUCTION EASEMENT
STATION 16+00 MATCH LINE SHEET 4
RTE. 2493 LUCKYLEE CRESCENT
1 CG-12 CURB RAMP (TYPE A,B,OR C)
2 CG-6 CURB AND GUTTER,TYP.
3 MID-BLOCK CROSSING (SEE PAVEMENT MARKING & SIGN PLAN SHEET)


LEGEND
Right of Way
Temporary Construction Easement
STATION 16+00 MATCH LINE SHEET 3
STATION 22+00 MATCH LINE SHEET 5
RTE. 2493 LUCKYLEE CRESCENT
ENTRANCE N-3
PROPOSED 3' TEMPORARY CONSTRUCTION EASEMENT
EXIST. STREETLIGHT TO REMAIN
TYPE B
EX.R/W
003
MEADOWDALE TOWN HOUSE PARK ASSOCIATION
D.B. 1033, PG. 595
5.644 ACRES
PARCEL ID: 784684588700000
PROPOSED VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT
MEADOWDALE TOWNHOUSE PARK SEC 1
P.B. 17, PG. 92-94
PROPOSED 3' TEMPORARY CONSTRUCTION EASEMENT
PI - 20+06.44
DELTA - 60°37'46.19" (LT)
D - 10°43'46"
T - 312.23'
L - 565.07'
R - 534.00'
PC - 16+94.21
PT - 22+59.28
e - -2%
V - 35 MPH
PROPOSED 3' TEMPORARY CONSTRUCTION EASEMENT
EX. R/W
46 LF of 48" RCP
INSTALL NEW SERVICE CONNECTION
INSTALL NEW SERVICE CONNECTION
INSTALL NEW SERVICE CONNECTION
73LF of 48" RCP
EX.R/W
RTE.770 MEADOWDALE BLVD.BL
RT. 770 - MEADOWDALE BOULEVARD
60' R/W
ASPHALT
EXISTING 16" AC WATERLINE
EXISTING 6" AC WATERLINE
EXISTING 1.5" WATER METER
ADJUST EXISTING WATER VALVE TO GRADE IF NECESSARY
PROPOSED 5' TEMPORARY CONSTRUCTION EASEMENT
ENTRANCE S-2
EXISTING 16" AC WATERLINE
RELOCATE EXISTING 2" WATER METER AND WATER VALVE IF NECESSARY (SEE NOTE 4)
002
3501 MEADOWDALE BOULEVARD LLC
D.B. 13769, PG. 943
57.31 ACRES
PARCEL ID: 785684322200000
EXISTING 6" AC WATERLINE
ENTRANCE S-3
PI 20+06.44
CG-12 CURB RAMP (TYPE A,B,OR C)
CG-6 CURB AND GUTTER,TYP.
MID-BLOCK CROSSING (SEE PAVEMENT MARKING & SIGN PLAN SHEET)


LEGEND
Right of Way
Temporary Construction Easement
RTE.770 MEADOWDALE BLVD.BL N48°43'03"E
364.54'
RTE. 2493 LUCKYLEE CRESCENT
RTE. 2494 KEDET CT.
ENTRANCE N-4
ENTRANCE N-5
ENTRANCE N-6
ENTRANCE N-7
ENTRANCE S-4
ENTRANCE S-5
EXISTING 6" AC WATERLINE
EXISTING 16" AC WATERLINE
PROPOSED 5' TEMPORARY CONSTRUCTION EASEMENT
PROPOSED R/W
EX. R/W
EXISTING 2" WATER METER
RELOCATE EX. WATER VALVE
PROP. WATER SERVICE INSTALLATION
RELOCATE EXISTING 1.5" WATER METER (SEE NOTE 4)
EXISTING 6" AC WATERLINE
PROPOSED 5' PERMANENT DRAINAGE EASEMENT
EXIST. STREETLIGHT TO REMAIN
EXIST. STREETLIGHT TO BE RELOCATED
ADJUST MANHOLE TO GRADE
MEADOWDALE TOWN HOUSE PARK ASSOCIATION D.B. 1033, PG. 595 5.644 ACRES PARCEL ID: 7846845887000000
KENT E. & KATHY P. SHELTON D.B. 2157, PG. 116 NO ASSESSED ACREAGE PARCEL ID: 7856850605000000
3501 MEADOWDALE BOULEVARD LLC D.B. 13769, PG. 943 57.31 ACRES PARCEL ID: 7856843222000000
STATION 22+00 MATCH LINE SHEET 4
STATION 28+00 MATCH LINE SHEET 6
PI = 20+06.44
DELTA = 60°37'46.19" (LT)
D = 10°43'46"
T = 312.23'
L = 565.07'
R = 534.00'
PC = 16+94.21
PT = 22+59.28
e = -2%
PI = 29+73.89
DELTA = 65°02'49.31" (RT)
D = 10°26'11"
T = 350.07'
L = 623.27'
R = 549.00'
PC = 26+23.82
PT = 32+47.09
e = -2%
V = 35 MPH
1 CG-12 CURB RAMP (TYPE A,B,OR C)
2 CG-6 CURB AND GUTTER,TYP.
3 MID-BLOCK CROSSING (SEE PAVEMENT MARKING & SIGN PLAN SHEET)

Questions?

CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA

Meeting Date: March 11, 2026 **Item Number: 16.C.**

Subject:
To Consider the Exercise of Eminent Domain for the Woolridge Road (Genito Road to Lacoc Road) Widening Project

Board Action Requested:
The Board is requested to hold a public hearing to consider the exercise of eminent domain for the acquisition of right-of-way and easements for the Woolridge Road (Genito Road to Lacoc Road) Widening Project.

Summary of Information:
The Woolridge Road (Genito Road to Lacoc Road) Widening Project includes a two to four lane divided widening of Woolridge Road, installation of two roundabouts and improvements to the existing traffic signal at Woolridge Road at Genito Road, and bicycle and pedestrian accommodations. The county must expedite the construction of these improvements to address existing traffic congestion and significant intersection delays by the traveling public.

The county's right-of-way acquisition consultation has acquired right-of-way and easements from 14 of the 18 property owners impacted by the project. The county's right-of-way acquisition consultants have been unable to acquire right-of-way and easements from four property owners required for this project and recommends the county exercise eminent domain to allow the project to advance to construction.

If the county proceeds with eminent domain, a certificate of take will be filed with the courts, which will allow the county to immediately enter and use the right-of-way and easements, so the project can proceed without delay. The county will then be obligated to purchase the right-of-way and easements from the property owners as shown in Attachment A.

Sufficient funds are available in the budget to pay the anticipated condemnation costs.

Attachments:
1. Attachment A - Woolridge Rd Widening ED Table
2. Attachment B - Woolridge Rd Widening Location Map
3. Affidavit
4. 16C - BOS 03-11-26_Public Hearing_Eminent Domain_Woolridge Widening_FINAL_Revised

Preparer:

Approved By:



WOOLRIDGE ROAD (GENITO ROAD – LACOC ROAD) WIDENING PROJECT
PARCELS RECOMMENDED FOR EMINENT DOMAIN PROCEEDINGS

Parcel Number	Landowner	Parcel ID (GPIN)	Property Address	Rights to Be Acquired	Original Offer Date	Original Offer Amount
001	Edgewater Master Association, Inc.	718685968200000	14802 Genito Road	FEE, PDE, Util VDOT, TCE	08/22/2025	$6,080
003	Kibuuka, James and Mary S.	718686861100000	3119 Shorewood Place	Util VDOT, TCE	08/21/2025	$5,100
008	Edgewater Master Association, Inc.	718687774000000	2725 Bayfront Way	PSDE, DOM	08/22/2025	$25,810
017	Edgewater Master Association, Inc.	720686323400000	14800 Mariners Way	FEE, Util VDOT, DOM, TCE	08/22/2025	$3,180
018	Edgewater Master Association, Inc.	719686147200000	15006 Mariners Way	FEE, Util VDOT, DOM, TCE	08/22/2025	$4,880
019	MDC Coast 6 LLC	719687162400000	14600 Time Square Drive	FEE, PSDE, Util VDOT, DOM, TCE	08/08/2025	$40,410

Legend

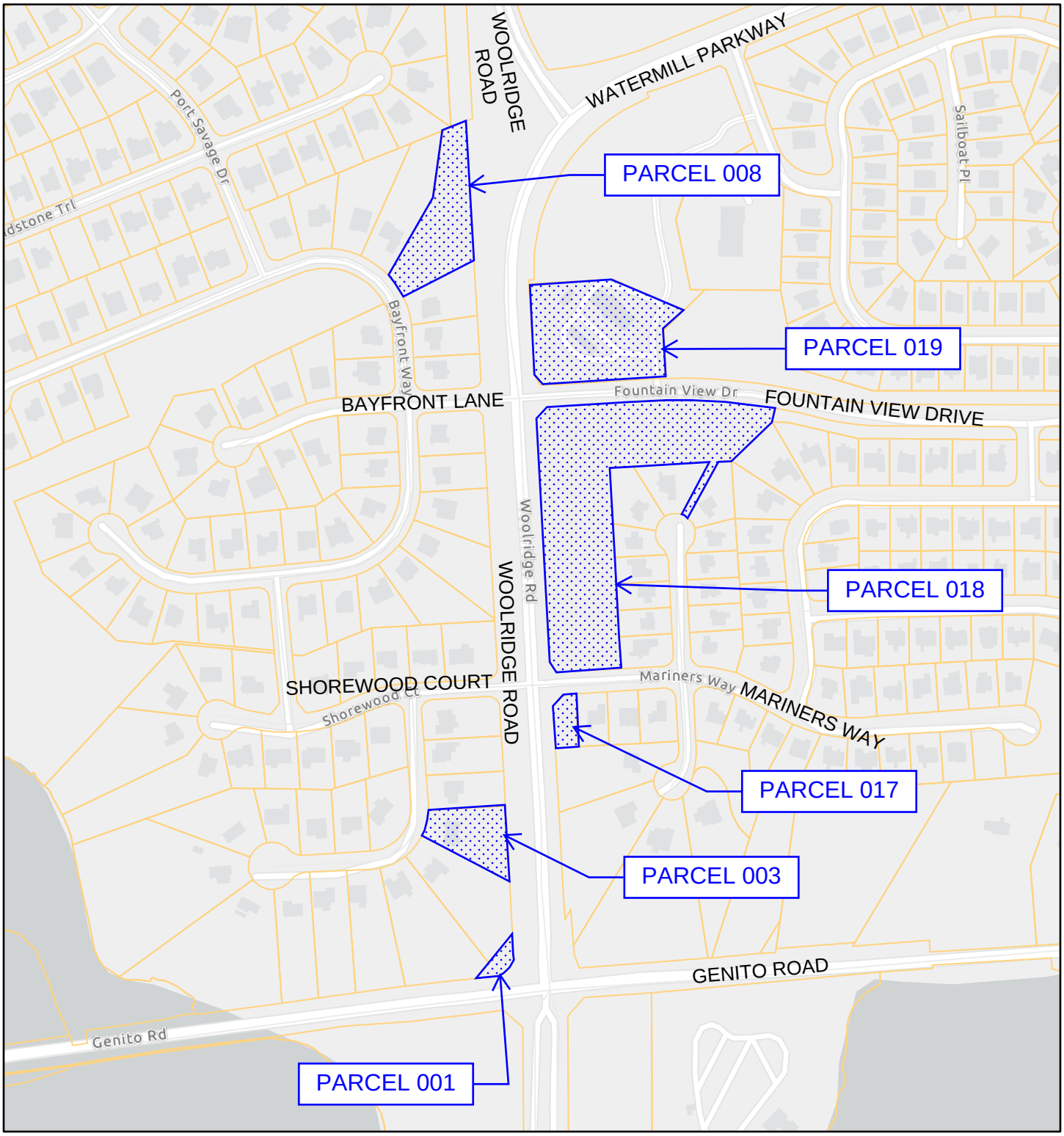
FEE = Fee Simple Right of Way
PDE = Permanent Drainage/SWM/BMP Easement
PSDE = Permanent Slope Drainage Easement
Util VDOT = Permanent VDOT Joint Use Utility Easement
DOM = Permanent Utility Easement, Dominion Energy
VER = Permanent Utility Easement, Verizon
TCE = Temporary Construction Easement

WOOLRIDGE ROAD (GENITO ROAD TO LACOC ROAD) WIDENING PROJECT
RIGHT OF WAY DATA SHEET

Parcel Number	Landowner	Sheet Number	RIGHT-OF-WAY AND EASEMENT DATA								
			TOTAL PER RECORDED DEED	FEE R/W TAKING TOTAL	PRESCRIPTIVE R/W	FEE REMAINDER	PERMANENT SWM/BMP EASEMENT	PERMANENT SLOPE & DRAINAGE EASEMENT	PERMANENT VDOT UTILITY EASEMENT	PERMANENT DOMINION EASEMENT	TEMPORARY CONSTRUCTION EASEMENT
			ACRES	ACRES	ACRES	ACRES	ACRES	ACRES	ACRES	ACRES	ACRES
001	Edgewater Master Association, Inc.	3	0.100	0.074	0.000	0.026	0.014	0.000	0.015	0.000	0.060
003	Kibuuka, James & Mary S,	3,4	0.510	0.000	0.000	0.51	0.000	0.000	0.059	0.000	0.033
008	Edgewater Master Association, Inc.	5,6	0.872	0.000	0.000	0.872	0.000	0.236	0.000	0.076	0.000
017	Edgewater Master Association, Inc.	4	1.974	0.001	0.000	1.973	0.000	0.000	0.017	0.011	0.033
018	Edgewater Master Association, Inc.	4,5	3.333	0.019	0.000	3.314	0.000	0.000	0.016	0.087	0.074
019	MDC Coast 6, LLC	5	1.547	0.015	0.000	1.532	0.000	0.011	0.062	0.110	0.059

ATTACHMENT A

WOOLRIDGE RD (GENITO RD TO LACOC RD) WIDENING PROJECT



2/10/2026, 3:12:08 PM

1:4,825

0 180 360 720 ft

0 50 100 200 m

Esri Community Maps Contributors, Chesterfield County, VA, VGIN, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Richmond Times-Dispatch

AFFIDAVIT OF PUBLICATION

See Proof on Next Page

State of Florida, County of Broward, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Richmond Times Dispatch, a newspaper printed and published in the City of Richmond, State of Virginia, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES: Mar. 4, 2026

NOTICE ID: HdGLzks6PWM13BqfYveT
PUBLISHER ID: COL-7006221
NOTICE NAME: Eminent Domain Woolridge Rd
Publication Fee: $522.95
Ad Size: 2 X 51 L
Category: General Legal Notice

Under penalty of perjury, I, the undersigned affiant swear or affirm that the statements above are true and accurate to the best of my knowledge and belief.

Anjana Bhadoriya

(Signed)_____

VERIFICATION

State of Florida
County of Broward

SHERI SMITH
Notary Public - State of Florida
Commission # HH269383
Expires on May 31, 2026

Subscribed in my presence and sworn to before me on this: 03/04/2026

S Smith

Notary Public
Notarized remotely online using communication technology via Proof.

TAKE NOTICE

Take notice that the Board of Supervisors of Chesterfield County, Virginia, at a regularly scheduled meeting on March 11, 2026, at 6 p.m. in the County Public Meeting Room at the Chesterfield Administration Building, Rt. 10 and Lori Road, Chesterfield, Virginia, will hold a public hearing where persons may appear and present their views concerning:

The exercise of eminent domain for the acquisition of fee simple interest for right-of-way and easements for the Woolridge Road (Genito Road – Lacoc Road) Widening Project for the following properties:
14802 Genito Road, GPIN 718685968200000
3119 Shorewood Place, GPIN 718686861100000
2725 Bayfront Way, GPIN 718687774000000
14800 Mariners Way, GPIN 720686323400000
15006 Mariners Way, GPIN 719686147200000
14600 Time Square Drive, 719687162400000

A copy of the item is on file in the County Administrator's Office, Room 504, 9901 Lori Road, Chesterfield, Virginia, and may be examined by all interested persons between the hours of 8:30 a.m. and 5 p.m. Monday through Friday. It will also be available online at https://www.chesterfield.gov/244/Agendas-and-Minutes once the agenda packet is published.

The public is encouraged to submit comments through electronic means, email, by the internet, through the mail or by telephone. Citizens are encouraged to use the on-line comment form at https://www.chesterfield.gov/1256/Public-Comments (to be activated on March 5, 2026). Although the Board of Supervisors will endeavor to accept such comments up to the start of the meeting, citizens are encouraged to submit comments no later than 5 p.m. on March 10, 2026, to ensure that the comments are provided to the Board of Supervisors prior to the meeting for their consideration. To obtain a copy of the referenced items, please contact the Clerk to the Board.

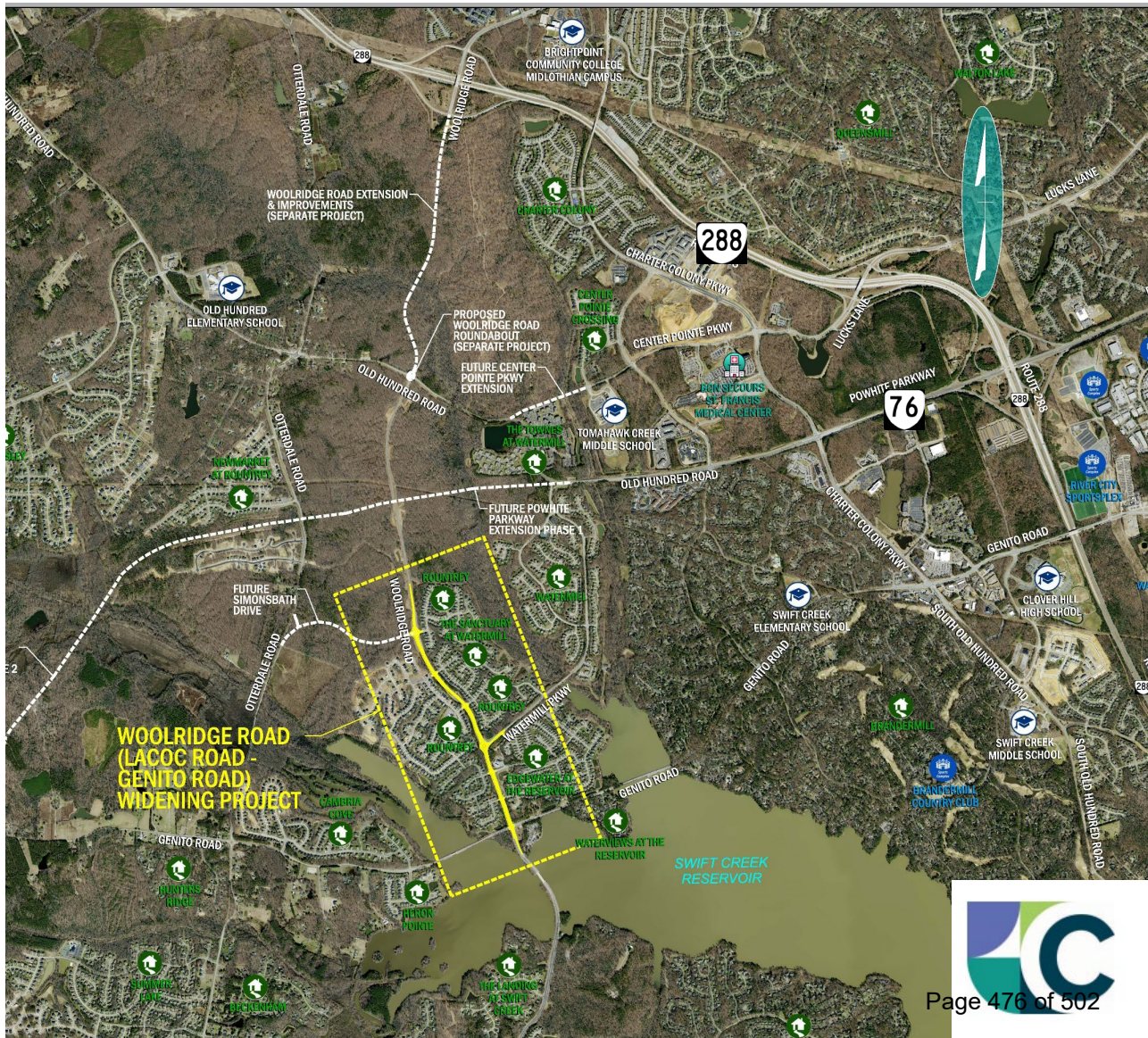
Any persons with questions on the accessibility of the meeting or the need for reasonable accommodations should contact Susan Wilson, Clerk to the Board, at (804) 748-1200. Persons needing interpreter services for the deaf must notify the Clerk to the Board no later than March 6, 2026.
COL-7006221

To Consider the Exercise of Eminent Domain for the Acquisition of Right-of-Way for the Woolridge Road (Genito Road to Lacoc Road) Widening Project

CHESTERFIELD
TRANSPORTATION

To Consider the Exercise of Eminent Domain for the Woolridge Road Widening Project Right-of-Way and Easement Acquisition

- Improve regional capacity and connectivity to accommodate existing and future traffic demand while adding enhanced bike and pedestrian accommodations
- Project will complete Woolridge Road as 4-lane facility as shown on the County's thoroughfare plan
- 2020 – Board appropriated CVTA funds to advance the project
- Estimate: $21M [Local]



To Consider the Exercise of Eminent Domain for the Woolridge Road Widening Project Right-of-Way and Easement Acquisition

- Scope
  - » 1.2 miles of 2 to 4-lane divided widening
  - » Hybrid-roundabouts at Watermill Parkway and Lacoc Road
  - » Improvements to traffic signal at Genito Road
  - » Access management improvements
  - » Sidewalk and shared-use-path
  - » Pedestrian crossings – Hybrid Beacon & RRFBs

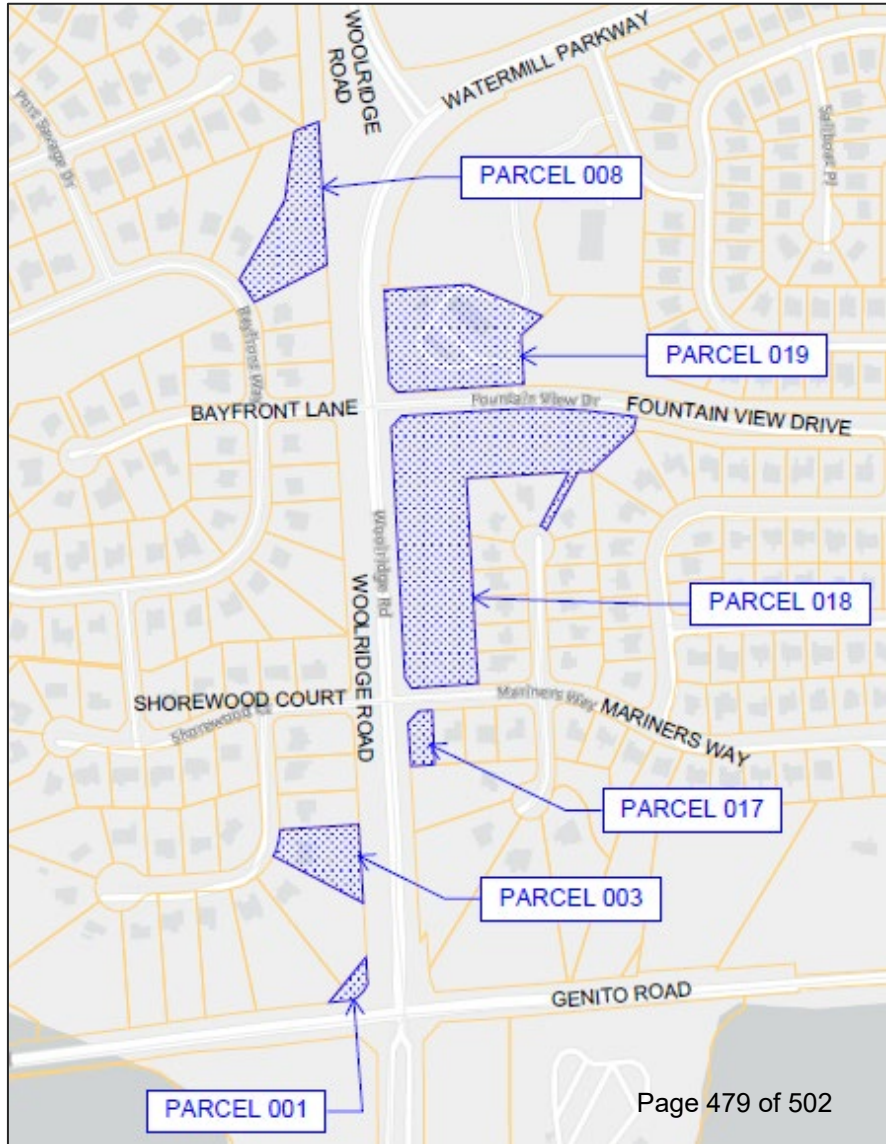


To Consider the Exercise of Eminent Domain for the Woolridge Road Widening Project Right-of-Way and Easement Acquisition



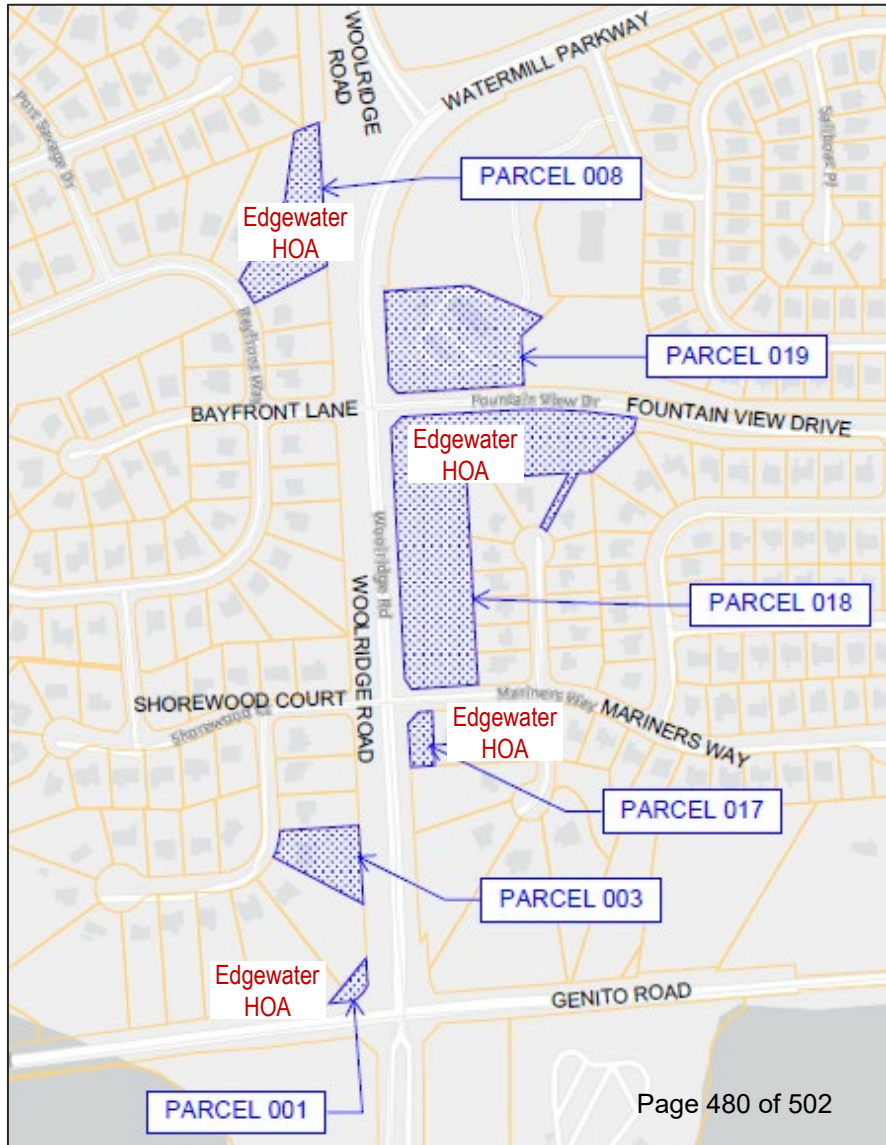
To Consider the Exercise of Eminent Domain for the Woolridge Road Widening Project Right-of-Way and Easement Acquisition

- Right-of-Way – Started August 2025
- Right-of-way/easements cleared from 15 of 18 impacted property owners
- Unable to reach an agreement from 6 parcels [three property owners]
- Recommend eminent domain so utility relocations can begin, and project can progress to construction this year
- Anticipated Schedule
  - » Utility Relocation – April 2026
  - » Advertise CN – Summer 2026
  - » Start CN – Fall 2026
  - » Complete CN – Summer 2028



To Consider the Exercise of Eminent Domain for the Woolridge Road Widening Project Right-of-Way and Easement Acquisition

- Parcels 001, 008, 017 & 018 (owner: Edgewater Master Association, Inc.)
  - » HOA board has recommended the community approve the offer
  - » Requires 2/3 votes from community to approve
  - » February 26th meeting held to secure votes
  - » On-going – 89 secure out of 259 needed
- Parcel 003 (owner: James and Mary S. Kibuuka)
  - » No response after 15 attempts to communicate, both informally [emails, calls, cold visits] and formally by letter
- Parcel 019 (owner: MDC Coast 6 LLC)
  - » Managed by an out-of-state corporate structure that has been slow to respond



Attachment A

WOOLRIDGE ROAD (GENITO ROAD – LACOC ROAD) WIDENING PROJECT
PARCELS RECOMMENDED FOR EMINENT DOMAIN PROCEEDINGS

Parcel Number	Landowner	Parcel ID (GPIN)	Property Address	Rights to Be Acquired	Original Offer Date	Original Offer Amount
001	Edgewater Master Association, Inc.	718685968200000	14802 Genito Road	FEE, PDE, Util VDOT, TCE	08/22/2025	$6,080
003	Kibuuka, James and Mary S.	718686861100000	3119 Shorewood Place	Util VDOT, TCE	08/21/2025	$5,100
008	Edgewater Master Association, Inc.	718687774000000	2725 Bayfront Way	PSDE, DOM	08/22/2025	$25,810
017	Edgewater Master Association, Inc.	720686323400000	14800 Mariners Way	FEE, Util VDOT, DOM, TCE	08/22/2025	$3,180
018	Edgewater Master Association, Inc.	719686147200000	15006 Mariners Way	FEE, Util VDOT, DOM, TCE	08/22/2025	$4,880
019	MDC Coast 6 LLC	719687162400000	14600 Time Square Drive	FEE, PSDE, Util VDOT, DOM, TCE	08/08/2025	$40,410

Legend

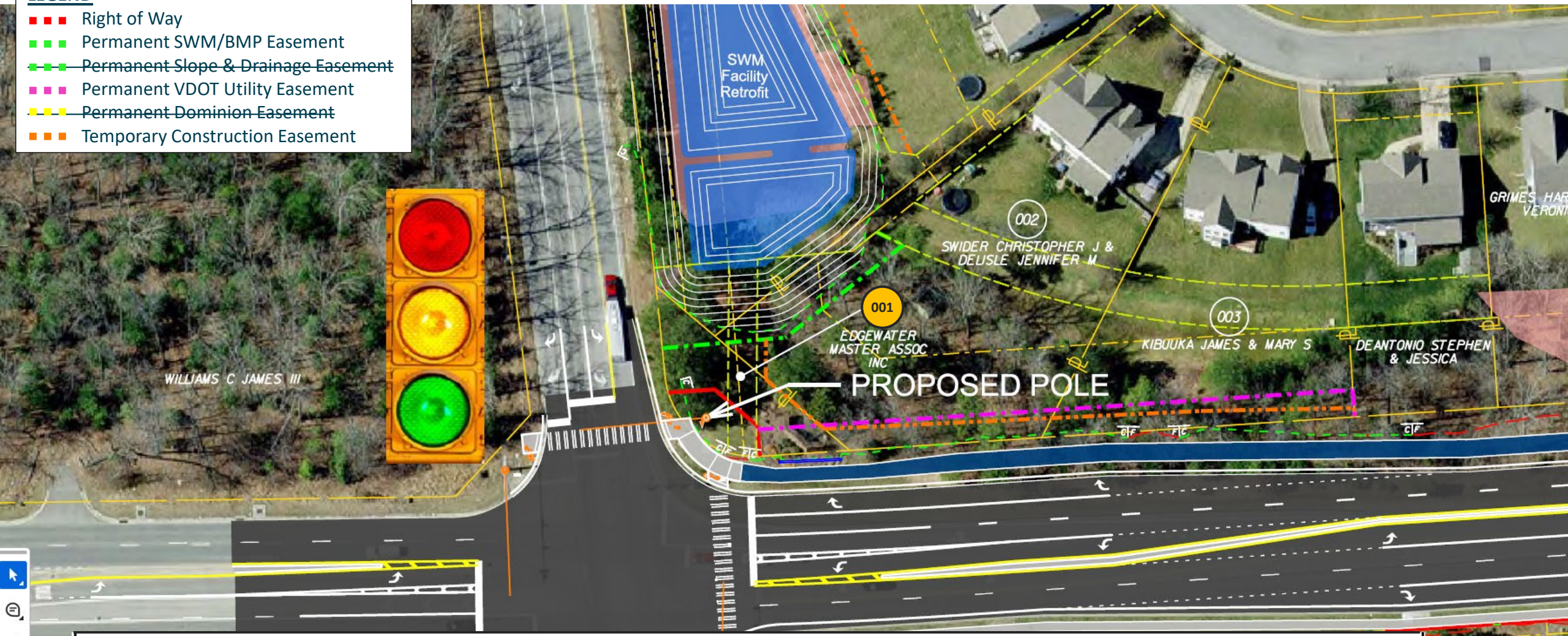
FEE = Fee Simple Right of Way
PDE = Permanent Drainage/SWM/BMP Easement
PSDE = Permanent Slope Drainage Easement
Util VDOT = Permanent VDOT Joint Use Utility Easement
DOM = Permanent Utility Easement, Dominion Energy
VER = Permanent Utility Easement, Verizon
TCE = Temporary Construction Easement

RIGHT OF WAY DATA SHEET

Parcel Number	Landowner	Sheet Number	RIGHT-OF-WAY AND EASEMENT DATA								
			TOTAL PER RECORDED DEED	FEE R/W TAKING TOTAL	PRESCRIPTIVE R/W	FEE REMAINDER	PERMANENT SWM/BMP EASEMENT	PERMANENT SLOPE & DRAINAGE EASEMENT	PERMANENT VDOT UTILITY EASEMENT	PERMANENT DOMINION EASEMENT	TEMPORARY CONSTRUCTION EASEMENT
			ACRES	ACRES	ACRES	ACRES	ACRES	ACRES	ACRES	ACRES	ACRES
001	Edgewater Master Association, Inc.	3	0.100	0.074	0.000	0.026	0.014	0.000	0.015	0.000	0.060
003	Kibuuka, James & Mary S,	3,4	0.510	0.000	0.000	0.51	0.000	0.000	0.059	0.000	0.033
008	Edgewater Master Association, Inc.	5,6	0.872	0.000	0.000	0.872	0.000	0.236	0.000	0.076	0.000
017	Edgewater Master Association, Inc.	4	1.974	0.001	0.000	1.973	0.000	0.000	0.017	0.011	0.033
018	Edgewater Master Association, Inc.	4,5	3.333	0.019	0.000	3.314	0.000	0.000	0.016	0.087	0.074
019	MDC Coast 6, LLC	5	1.547	0.015	0.000	1.532	0.000	0.011	0.062	0.110	0.059

LEGEND

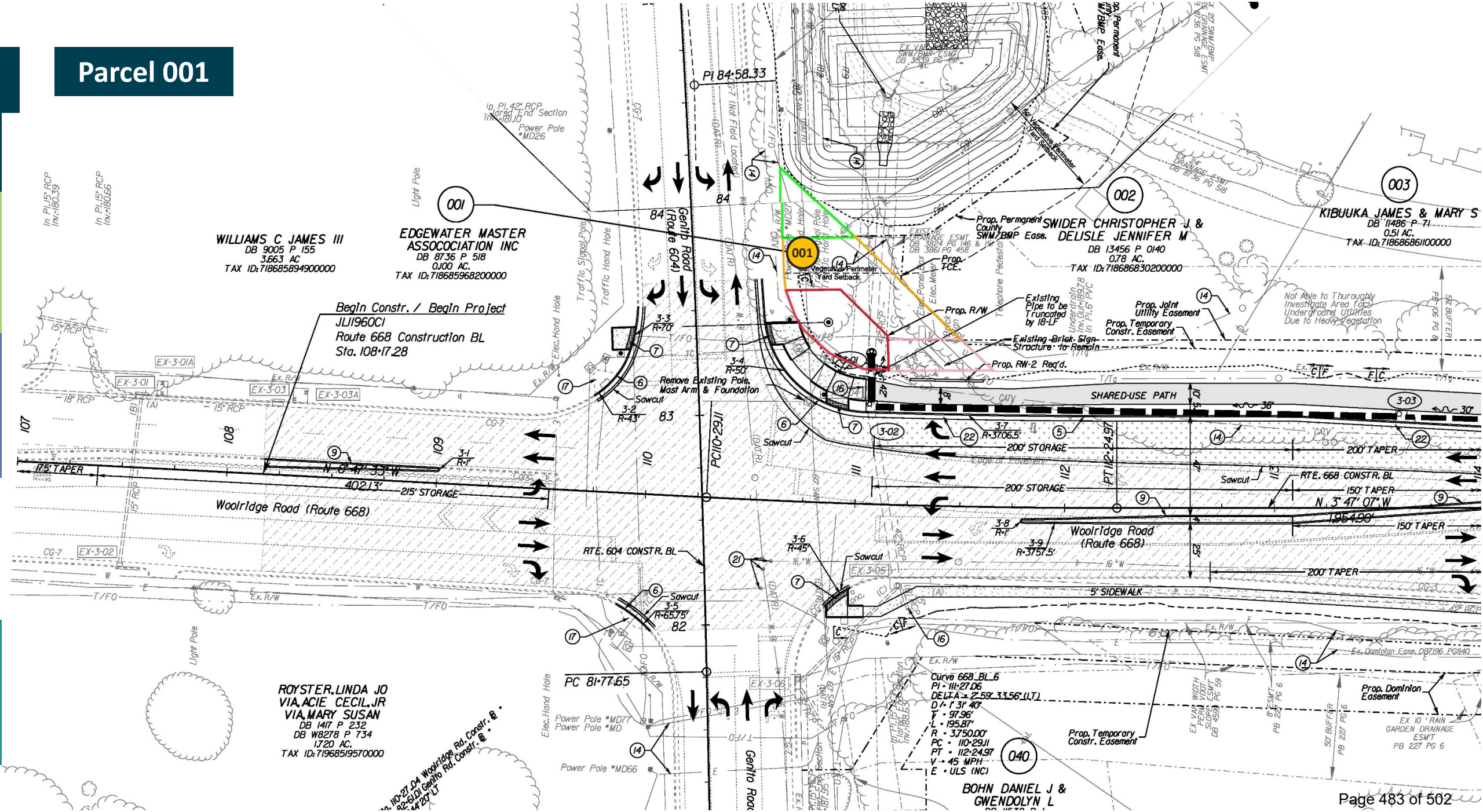
- Right of Way
- Permanent SWM/BMP Easement
- ~~Permanent Slope & Drainage Easement~~
- Permanent VDOT Utility Easement
- ~~Permanent Dominion Easement~~
- Temporary Construction Easement



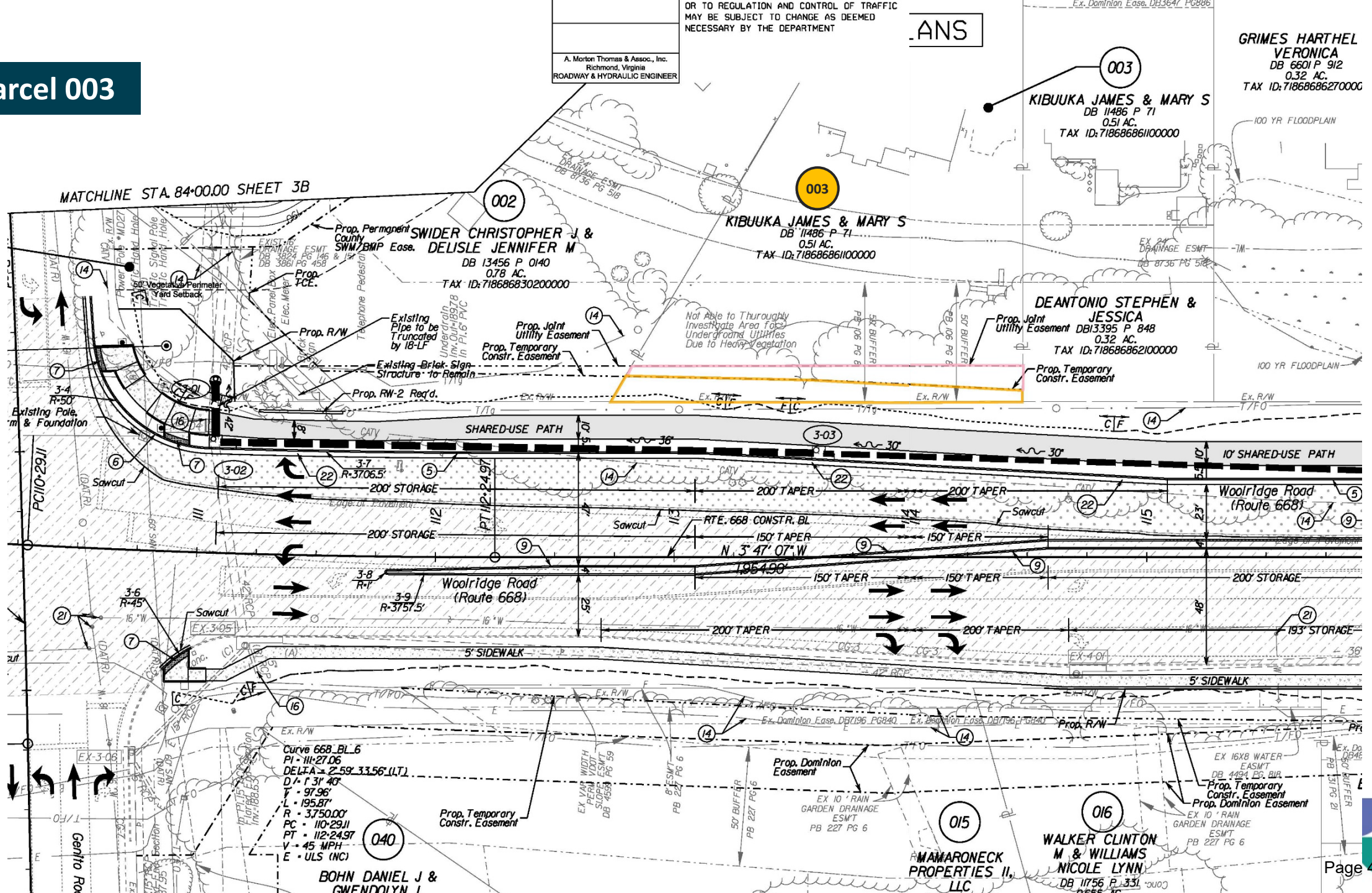
RIGHT OF WAY DATA SHEET

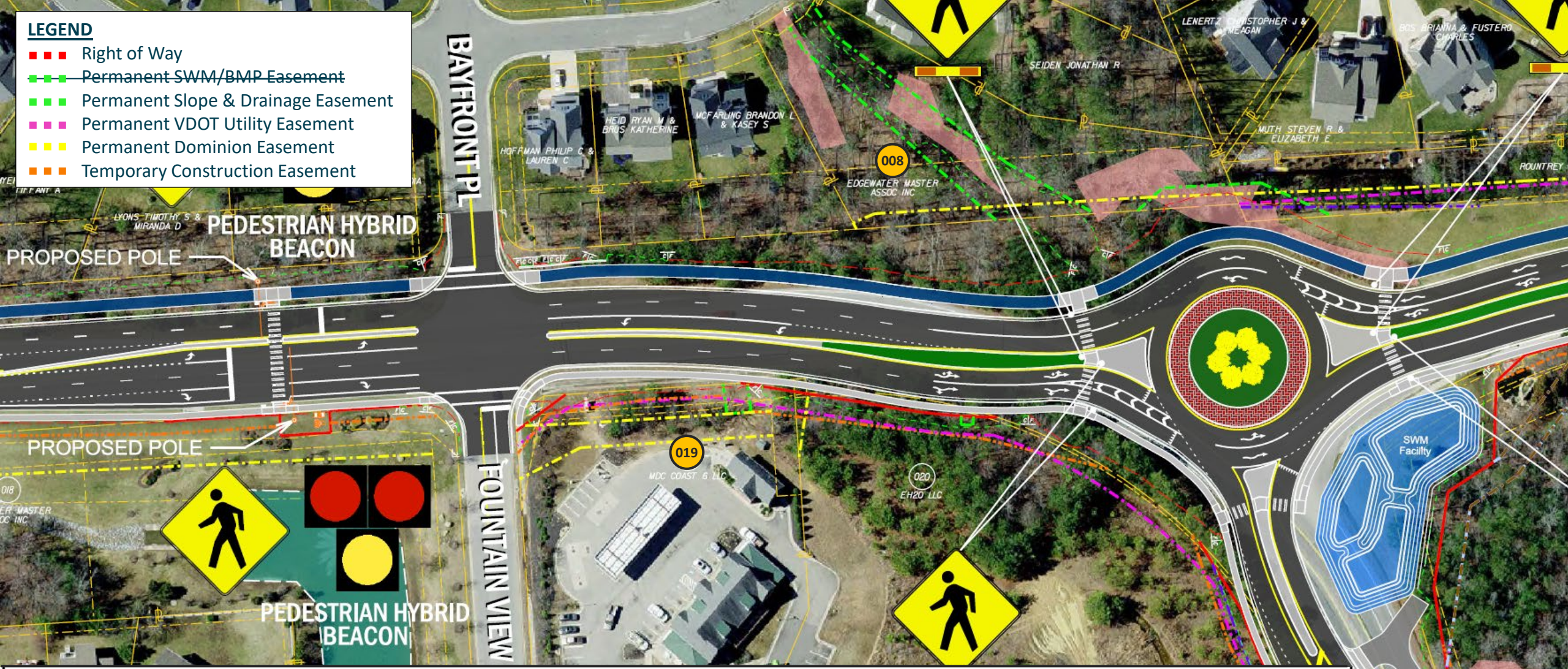
Parcel Number	Landowner	Sheet Number	RIGHT-OF-WAY AND EASEMENT DATA								
			TOTAL PER RECORDED DEED	FEE R/W TAKING TOTAL	PRESCRIPTIVE R/W	FEE REMAINDER	PERMANENT SWM/BMP EASEMENT	PERMANENT SLOPE & DRAINAGE EASEMENT	PERMANENT VDOT UTILITY EASEMENT	PERMANENT DOMINION EASEMENT	TEMPORARY CONSTRUCTION EASEMENT
			ACRES	ACRES	ACRES	ACRES	ACRES	ACRES	ACRES	ACRES	ACRES
001	Edgewater Master Association, Inc.	3	0.100	0.074	0.000	0.026	0.014	0.000	0.015	0.000	0.060
003	Kibuuka, James & Mary S,	3,4	0.510	0.000	0.000	0.51	0.000	0.000	0.059	0.000	0.033

Parcel 001


001
002
003
WILLIAMS C JAMES III
DB 9005 P 155
3.663 AC
TAX ID: 718685894900000
EDGEWATER MASTER ASSOCOCIATION INC
DB 8736 P 518
0.100 AC.
TAX ID: 718685968200000
SWIDER CHRISTOPHER J & DELISLE JENNIFER M
DB 13456 P 0140
0.78 AC.
TAX ID: 718686830200000
KIBUUKA JAMES & MARY S
DB 11486 P 71
0.51 AC.
TAX ID: 718686861100000
ROYSTER, LINDA JO
VIA, ACIE CECIL, JR
VIA, MARY SUSAN
DB 1417 P 232
DB W8278 P 734
1.720 AC.
TAX ID: 719685195700000
BOHN DANIEL J & GWENDOLYN L
Begin Constr. / Begin Project
JLI1960CI
Route 668 Construction BL
Sta. 108+17.28
Woolridge Road (Route 668)
Genito Road (Route 604)
RTE. 604 CONSTR. BL
RTE. 668 CONSTR. BL
PI 84+58.33
PC 81+77.65
PCI10+29.11
PT112+24.97
Curve 668_BL_6
PI = 111+27.06
DELTA = 2°59'33.56" (LT)
D = 1°31'40"
T = 97.96'
L = 195.87'
R = 3,750.00'
PC = 110+29.11
PT = 112+24.97
V = 45 MPH
E = ULS (NC)
Prop. Permanent County SWM/BMP Ease.
Prop. ICE.
Prop. R/W
Existing Pipe to be Truncated by 18'-LF
Prop. Joint Utility Easement
Prop. Temporary Constr. Easement
Existing Brick Sign Structure to Remain
Prop. RW-2 Req'd.
Remove Existing Pole, Mast Arm & Foundation
SHARED-USE PATH
5' SIDEWALK
200' STORAGE
200' TAPER
150' TAPER
175' TAPER
215' STORAGE
N 0°41'33"W
402.13'
N 3°47'07"W
195.90'
Prop. Dominion Easement
Ex. Dominion Ease. DB7196 PG840
Not Able to Thuroughly Investigate Area for Underground Utilities Due to Heavy Vegetation
50' Vegetative Perimeter Yard Setback
Sawcut
Light Pole
Traffic Signal Pole
Traffic Hand Hole
Elec. Hand Hole
Power Pole *MD26
Power Pole *MD77
Power Pole *MD
Power Pole *MD66
Ex. R/W
Ex. C&G
Ex. Sidewalk
Ex. Edge of Pavement
Ex. Drainage Ease. DB 3824 PG 146 & 151
Ex. SWM/BMP ESMT DB 3619 PG 191
Ex. Drainage ESMT DB 8736 PG 518
Ex. SWM/BMP ESMT DB 8736 PG 518
Ex. Drainage ESMT DB 3861 PG 458
Ex. Drainage ESMT DB 8736 PG 518
Ex. Vari Width VDOT Perm Slope ESMT DB 4558 PG 59
8' ESMT PB 227 PG 6
50' BUFFER PB 227 PG 6
EX 10' RAIN GARDEN DRAINAGE ESMT PB 227 PG 6
50' BUFFER PB 106 PG 6
In Pl.42" RCP Flared End Section Inv.=181.10
In Pl.15" RCP Inv.=180.39
In Pl.15" RCP Inv.=180.66
Underdrain Inv.Out=189.78 In Pl.6" PVC
In Pl.42" RCP
In Pl.15" RCP
In Pl.18" RCP
EX-3-01
EX-3-01A
EX-3-02
EX-3-03
EX-3-03A
EX-3-05
EX-3-06
3-1 R=1'
3-2 R=43'
3-3 R=70'
3-4 R=50'
3-5 R=65.75'
3-6 R=45'
3-7 R=3706.5'
3-8 R=1'
3-9 R=3757.5'
Curve 668_BL_6 PI=111+27.04 D=2°59'33" T=97.96' L=195.87' R=3750.00' PC=110+29.11 PT=112+24.97 V=45 MPH E=ULS (NC)
Woolridge Rd. Constr. BL
Genito Rd. Constr. BL
Section 82+61.01 Genito Rd. Constr. BL N 4°20' LT

Parcel 003

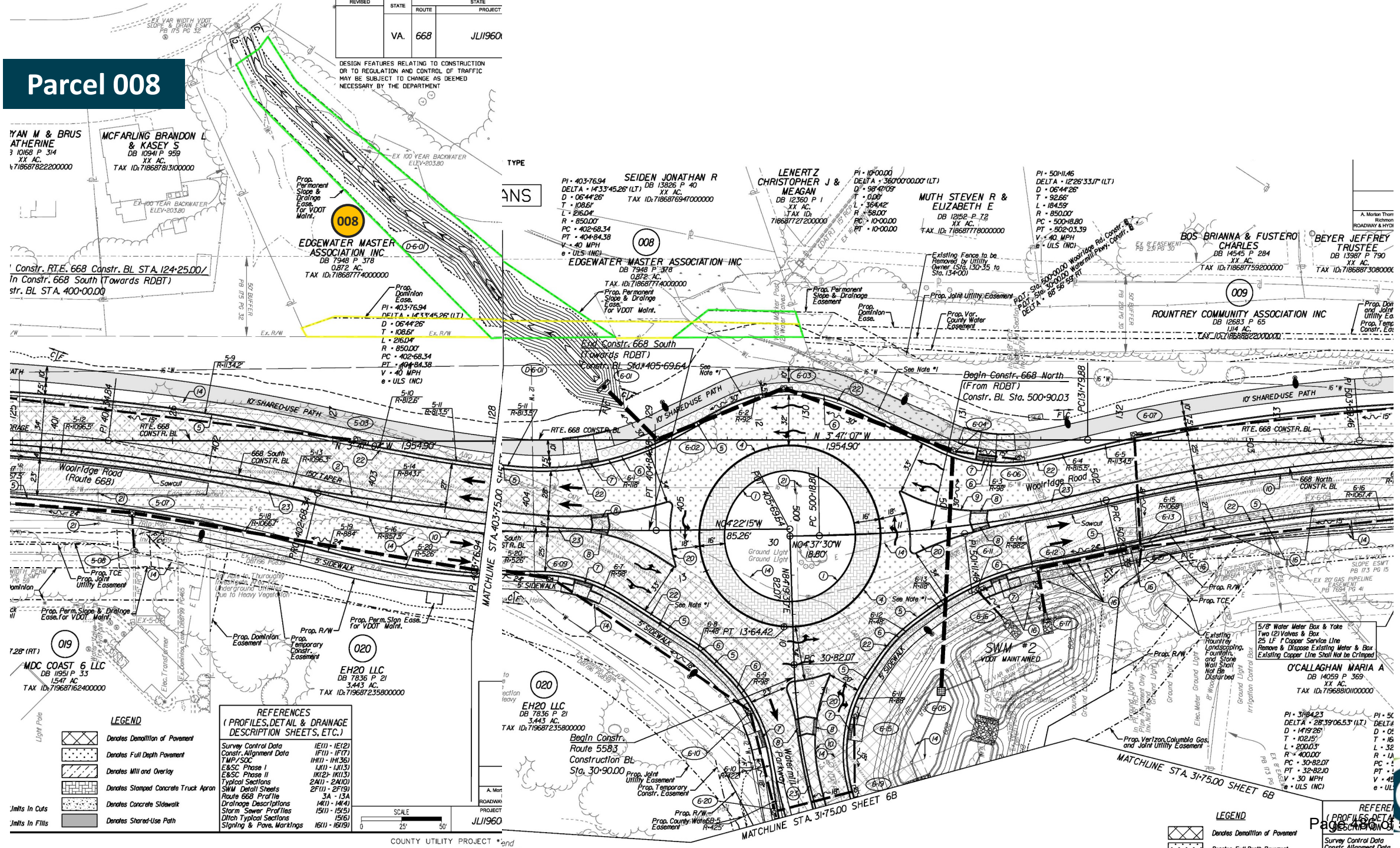

OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT
A. Morton Thomas & Assoc., Inc. Richmond, Virginia ROADWAY & HYDRAULIC ENGINEER
MATCHLINE STA. 84+00.00 SHEET 3B
002
SWIDER CHRISTOPHER J & DELISLE JENNIFER M
DB 13456 P 0140
0.78 AC.
TAX ID:718686830200000
003
KIBUUKA JAMES & MARY S
DB 11486 P 71
0.51 AC.
TAX ID:718686861100000
GRIMES HARTHEL VERONICA
DB 6601 P 912
0.32 AC.
TAX ID:71868686270000
DEANTONIO STEPHEN & JESSICA
DB13395 P 848
0.32 AC.
TAX ID:718686862100000
Prop. Permanent County SWM/BMP Ease.
Prop. TCE.
50' Vegetative Perimeter Yard Setback
Prop. R/W
Existing Pipe to be Truncated by 18-LF
Existing Brick Sign Structure to Remain
Prop. RW-2 Req'd.
Prop. Joint Utility Easement
Prop. Temporary Constr. Easement
Not Able to Thuroughly Investigate Area for Underground Utilities Due to Heavy Vegetation
50' BUFFER
100 YR FLOODPLAIN
EX 24' DRAINAGE ESMT DB 8736 PG 518
Existing Pole, Transformer & Foundation
SHARED-USE PATH
10' SHARED-USE PATH
Woolridge Road (Route 668)
200' STORAGE
200' TAPER
150' TAPER
RTE. 668 CONSTR. BL
N 3° 47' 07" W
1954.90'
193' STORAGE
5' SIDEWALK
Sawcut
Edge of Pavement
PC 110+29.11
PT 112+24.97
Curve 668_BL_6
PI - 111+27.06
DELTA - 2°59'33.56" (LT)
D - 1°31'40"
T - 97.96'
L - 195.87'
R - 3,750.00'
PC - 110+29.11
PT - 112+24.97
V - 45 MPH
E - ULS (NC)
Prop. Temporary Constr. Easement
Prop. Dominion Easement
EX 10' RAIN GARDEN DRAINAGE ESMT PB 227 PG 6
EX 16X8 WATER EASMT DB 1494 PG 818
Prop. Temporary Constr. Easement
Prop. Dominion Easement
040
BOHN DANIEL J & GWENDOLYN L
015
MAMARONECK PROPERTIES II, LLC
016
WALKER CLINTON M & WILLIAMS NICOLE LYNN
DB 11756 P 331



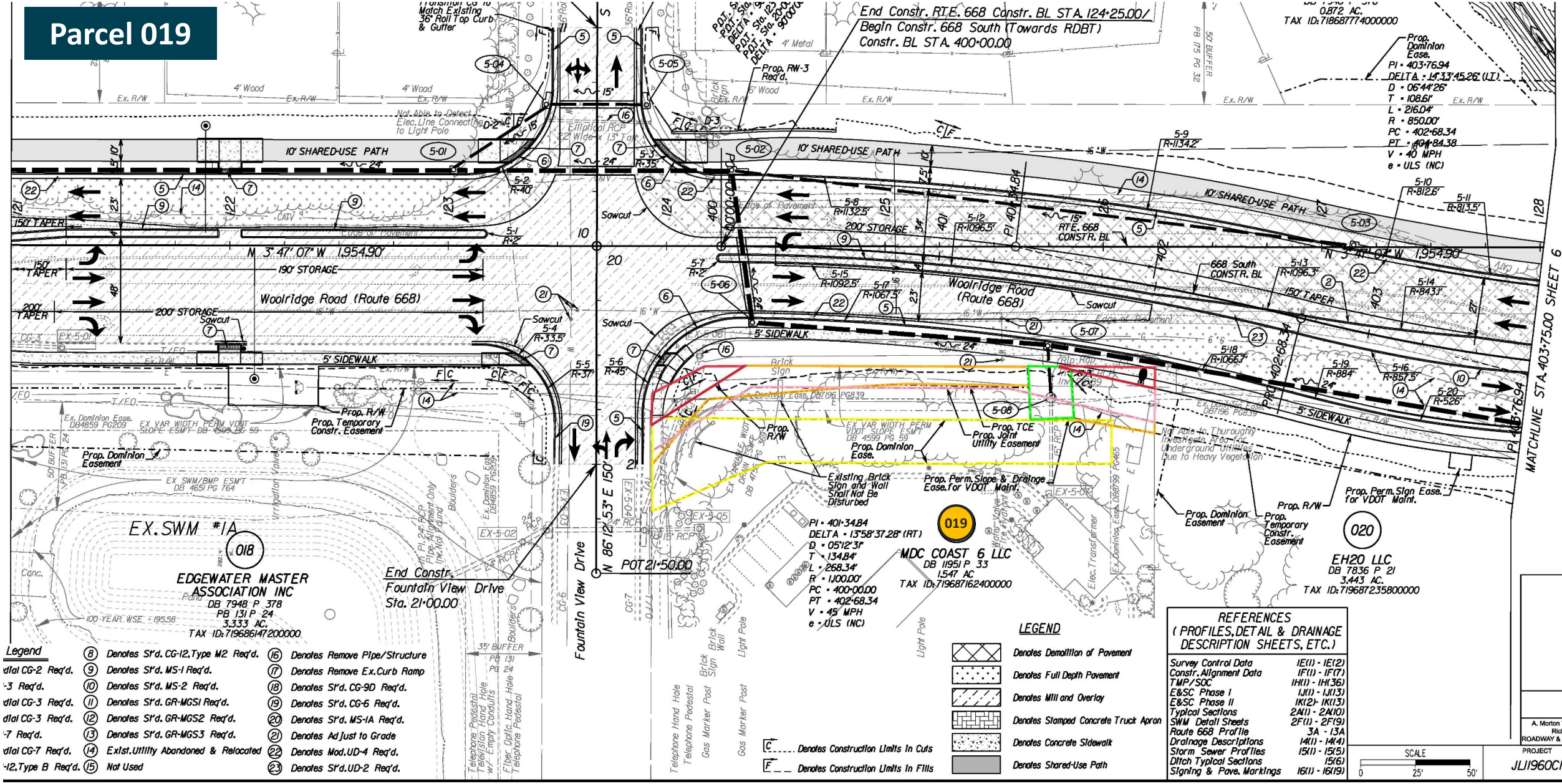
RIGHT OF WAY DATA SHEET

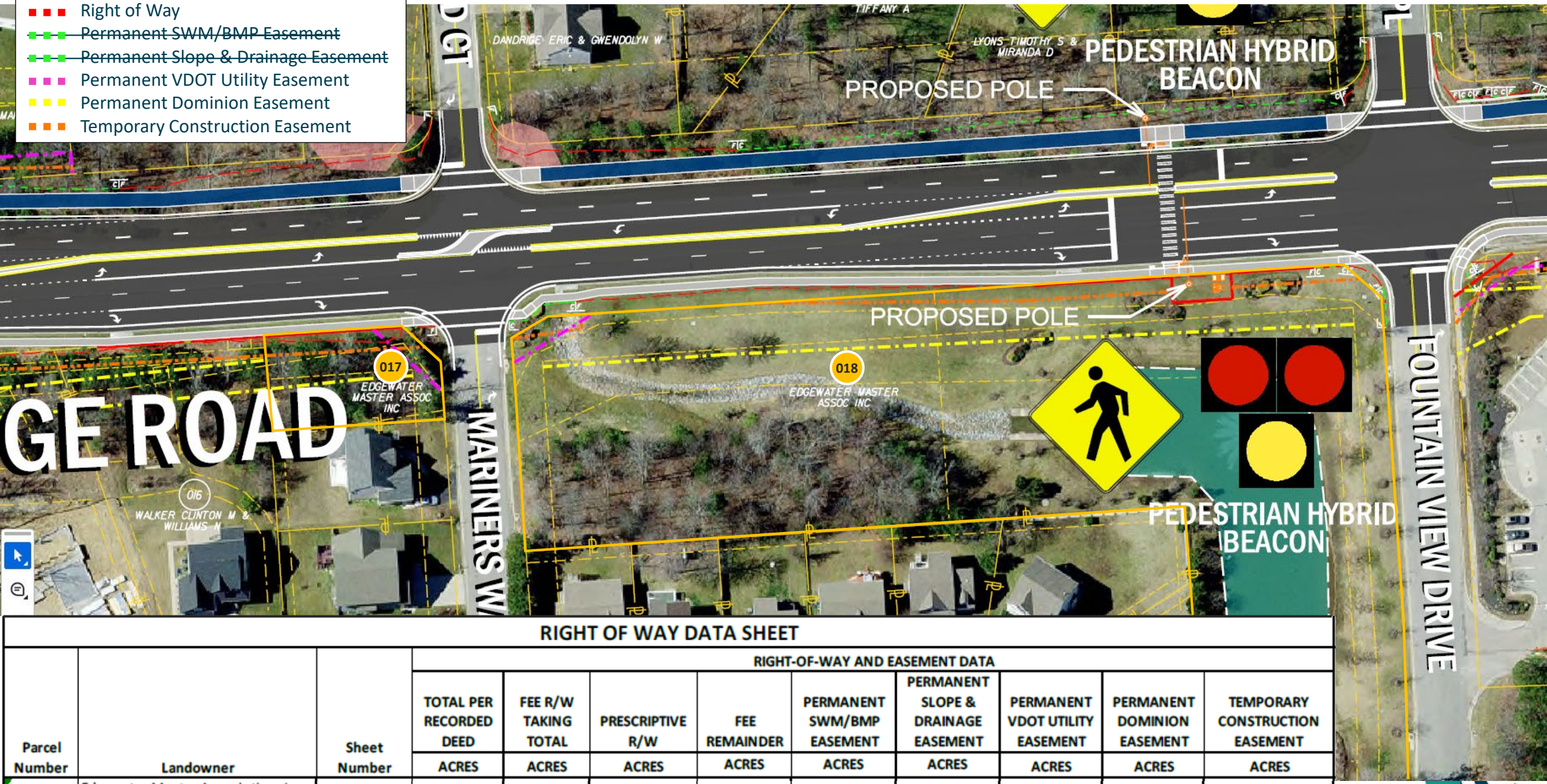
Parcel Number	Landowner	Sheet Number	RIGHT-OF-WAY AND EASEMENT DATA								
			TOTAL PER RECORDED DEED	FEE R/W TAKING TOTAL	PRESCRIPTIVE R/W	FEE REMAINDER	PERMANENT SWM/BMP EASEMENT	PERMANENT SLOPE & DRAINAGE EASEMENT	PERMANENT VDOT UTILITY EASEMENT	PERMANENT DOMINION EASEMENT	TEMPORARY CONSTRUCTION EASEMENT
			ACRES	ACRES	ACRES	ACRES	ACRES	ACRES	ACRES	ACRES	ACRES
008	Edgewater Master Association, Inc.	5,6	0.872	0.000	0.000	0.872	0.000	0.236	0.000	0.076	0.000
019	MDC Coast 6, LLC	5	1.547	0.015	0.000	1.532	0.000	0.011	0.062	0.110	0.059

Parcel 008


008
EDGEWATER MASTER ASSOCIATION INC
DB 7948 P 378
0.872 AC.
TAX ID: 7186877740000000
009
ROUNTREY COMMUNITY ASSOCIATION INC
DB 12683 P 65
1.14 AC.
TAX ID: 7186882200000000
019
MDC COAST 6 LLC
DB 11951 P 33
1.547 AC.
TAX ID: 7196871624000000
020
EH20 LLC
DB 7836 P 21
3.443 AC.
TAX ID: 7196872358000000
Woolridge Road (Route 668)
RTE. 668 CONSTR. BL
668 South CONSTR. BL
668 North CONSTR. BL
10' SHARED-USE PATH
5' SIDEWALK
Begin Constr. 668 North (From RDBT) Constr. BL Sta. 500+90.03
End Constr. 668 South (Towards RDBT) Constr. BL Sta. 405+69.64
Begin Constr. Route 5583 Construction BL Sta. 30+90.00
MATCHLINE STA. 403+75.00 SHEET 6A
MATCHLINE STA. 31+75.00 SHEET 6B
SWM #2
VDOT MAINTAINED
Watermill Parkway
N 3° 47' 07" W 1,954.90'
PI 403+76.94
DELTA = 14°33'45.26" (LT)
D = 06°44'26"
T = 108.61'
L = 216.04'
R = 850.00'
PC = 402+68.34
PT = 404+84.38
V = 40 MPH
e = ULS (NC)
PC 500+18.80
PC 30+82.07
PT 13+64.42
N04°22'15"W 85.26'
N04°37'30"W 18.80'
N04°19'36"E 82.07'
LEGEND
Denotes Demolition of Pavement
Denotes Full Depth Pavement
Denotes Mill and Overlay
Denotes Stamped Concrete Truck Apron
Denotes Concrete Sidewalk
Denotes Shared-Use Path
REFERENCES (PROFILES, DETAIL & DRAINAGE DESCRIPTION SHEETS, ETC.)
Survey Control Data 1E(1) - 1E(2)
Constr. Alignment Data 1F(1) - 1F(7)
TMP/SOC 1H(1) - 1H(36)
E&SC Phase I 1J(1) - 1J(13)
E&SC Phase II 1K(1-2) - 1K(13)
Typical Sections 2A(1) - 2A(10)
SWM Detail Sheets 2F(1) - 2F(9)
Route 668 Profile 3A - 13A
Drainage Descriptions 14(1) - 14(4)
Storm Sewer Profiles 15(1) - 15(5)
Ditch Typical Sections 15(6)
Signing & Pave. Markings 16(1) - 16(19)
5/8" Water Meter Box & Yoke
Two (2) Valves & Box
25 LF 1" Copper Service Line
Remove & Dispose Existing Meter & Box
Existing Copper Line Shall Not be Crimped
Prop. TCE
Prop. R/W
Prop. Joint Utility Easement
Prop. Temporary Constr. Easement
Prop. Dominion Ease.
Prop. Permanent Slope & Drainage Ease. for VDOT Maint.
Prop. Var. County Water Easement
Prop. Verizon, Columbia Gas, and Joint Utility Easement
Existing Fence to be Removed by Utility Owner (Sta. 130+35 to Sta. 134+00)
Prop. Perm. Sign Ease. for VDOT Maint.
Prop. Perm. Slope & Drainage Ease. for VDOT Maint.
Prop. Temporary Constr. Easement
Prop. County-Water 6B-5 Easement
Prop. Dominion Easement
Prop. Joint Utility Easement
Prop. Permanent Slope & Drainage Easement
Prop. Dominion Ease.
Existing Fountain, Landscaping, and Stone Wall Shall Not Be Disturbed
Prop. Temporary Landscaping, Fountain, and Stone Wall Shall Not Be Disturbed
Prop. Verizon, Columbia Gas, and Joint Utility Easement
Prop. Joint Utility Easement
Prop. Temporary Constr. Easement
Prop. R/W
Prop. TCE
Prop. Perm. Slope & Drainage Ease. for VDOT Maint.
Prop. Perm. Sign Ease. for VDOT Maint.
Prop. Dominion Easement
Prop. Temporary Constr. Easement
Prop. Joint Utility Easement
Prop. Temporary Constr. Easement
Prop. R/W
Prop. County-Water 6B-5 Easement
Prop. Dominion Ease.
Prop. Permanent Slope & Drainage Ease. for VDOT Maint.
Prop. Joint Utility Easement

Parcel 019

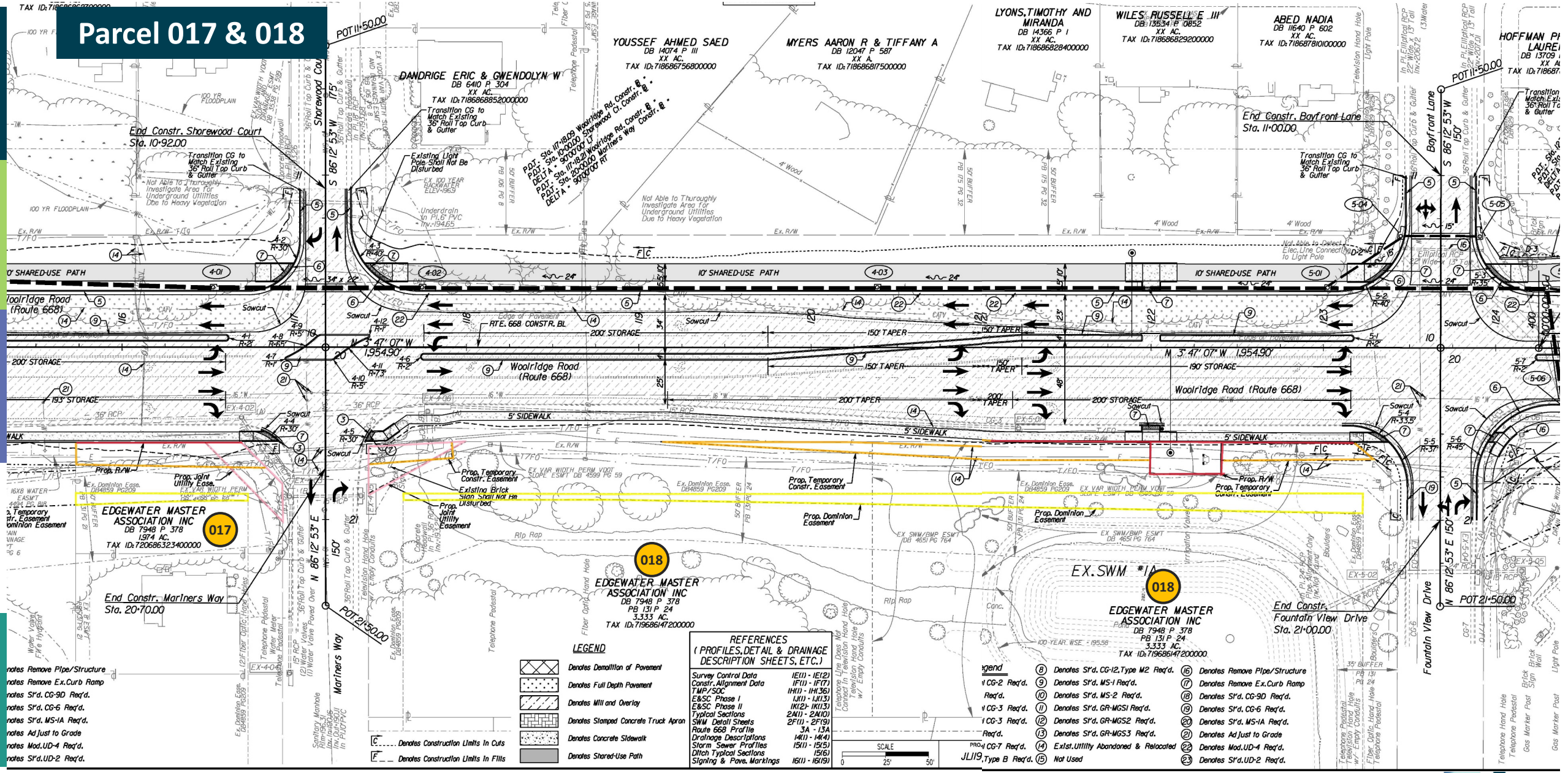

Woolridge Road (Route 668)
Fountain View Drive
10' SHARED-USE PATH
5' SIDEWALK
N 3° 47' 07" W 1,954.90'
N 86° 12' 53" E 150'
End Constr. RTE. 668 Constr. BL STA. 124+25.00
Begin Constr. 668 South (Towards RDBT)
Constr. BL STA. 400+00.00
MATCHLINE STA. 403+75.00 SHEET 6
018
EDGEWATER MASTER ASSOCIATION INC
DB 7948 P 378
PB 131 P 24
3.333 AC.
TAX ID: 719686147200000
019
MDC COAST 6 LLC
DB 11951 P 33
1.547 AC
TAX ID: 719687162400000
020
EH20 LLC
DB 7836 P 21
3.443 AC.
TAX ID: 719687235800000
EX. SWM #1A
End Constr. Fountain View Drive Sta. 21+00.00
POT 21+50.00
PI = 401+34.84
DELTA = 13°58'37.28" (RT)
D = 05°12'31"
T = 134.84'
L = 268.34'
R = 1,100.00'
PC = 400+00.00
PT = 402+68.34
V = 45 MPH
e = ULS (NC)
PI = 403+76.94
DELTA = 14°33'45.26" (LT)
D = 06°44'26"
T = 108.61'
L = 216.04'
R = 850.00'
PC = 402+68.34
PT = 404+84.38
V = 40 MPH
e = ULS (NC)
150' TAPER
190' STORAGE
200' STORAGE
200' TAPER
668 South CONSTR. BL
RTE. 668 CONSTR. BL
Sawcut
Prop. R/W
Prop. Temporary Constr. Easement
Prop. Dominion Easement
Prop. TCE
Prop. Joint Utility Easement
Prop. Perm. Slope & Drainge Ease. for VDOT Maint.
Prop. Perm. Sign Ease. for VDOT Maint.
Existing Brick Sign and Wall Shall Not Be Disturbed
Not Able to Thoroughly Investigate Area for Underground Utilities Due to Heavy Vegetation
Not Able to Detect Elec. Line Connecting to Light Pole
Transition CG-10 to Match Existing 36" Roll Top Curb & Gutter
Prop. RW-3 Req'd.
Elliptical RCP 22" Wide x 13" Tall
Prop. Dominion Ease. DB4859 PG209
EX VAR WIDTH PERM VDOT SLOPE ESMT DB 4599 PG 59
EX SWM/BMP ESMT DB 4651 PG 764
Ex. Dominion Ease. DB7196 PG839
Ex. Dominion Ease. DB8799 PG465
Irrigation Valve
Boulders
Brick Sign
Light Pole
Telephone Hand Hole
Telephone Pedestal
Gas Marker Post
Fiber Optic Hand Hole
Elec. Transformer
Water Valve
Inlet
Pond
100 YEAR WSE = 195.58
Ex. R/W
4' Wood
5' Wood
4' Metal
Edge of Pavement
CATV
T/FO
Conc.
Rip Rap
Ex. Curb Inlet
Ex. 18" RCP
Ex. 24" RCP
Prop. 24" RCP Pipe Alignment Only Inv. Not Found
Prop. 18" RCP
Prop. 24" RCP
Prop. 30" RCP
Ex. Dominion Ease. DB4859 PG209
50' BUFFER PB 131 PG 24
35' BUFFER PB 131 PG 24
PB 175 PG 32 50' BUFFER
0.872 AC.
TAX ID: 718687774000000
Prop. Dominion Ease.
Ex. Dominion Ease. DB7196 PG839
Prop. Dominion Easement
Prop. Temporary Constr. Easement
Prop. R/W
Ex. Dominion Ease. DB4859 PG209
Ex. Dominion Ease. DB7196 PG839
Ex. Dominion Ease. DB8799 PG465
Ex. Transformer
Ex. Water Valve
Ex. Inlet
Ex. Light Pole
Ex. Brick Sign
Ex. Boulders
Ex. Irrigation Valve
Ex. Telephone Pedestal
Ex. Gas Marker Post
Ex. Fiber Optic Hand Hole
Ex. Telephone Pedestal
Ex. Brick Wall
Ex. Light Pole
Ex. Rip Rap
Ex. Curb Inlet
Ex. 18" RCP
Ex. 24" RCP
Ex. 30" RCP
Ex. 36" RCP
Ex. 42" RCP
Ex. 48" RCP
Ex. 54" RCP
Ex. 60" RCP
Ex. 66" RCP
Ex. 72" RCP
Ex. 78" RCP
Ex. 84" RCP
Ex. 90" RCP
Ex.



RIGHT OF WAY DATA SHEET

Parcel Number	Landowner	Sheet Number	RIGHT-OF-WAY AND EASEMENT DATA								
			TOTAL PER RECORDED DEED	FEE R/W TAKING TOTAL	PRESCRIPTIVE R/W	FEE REMAINDER	PERMANENT SWM/BMP EASEMENT	PERMANENT SLOPE & DRAINAGE EASEMENT	PERMANENT VDOT UTILITY EASEMENT	PERMANENT DOMINION EASEMENT	TEMPORARY CONSTRUCTION EASEMENT
			ACRES	ACRES	ACRES	ACRES	ACRES	ACRES	ACRES	ACRES	ACRES
017	Edgewater Master Association, Inc.	4	1.974	0.001	0.000	1.973	0.000	0.000	0.017	0.011	0.033
018	Edgewater Master Association, Inc.	4,5	3.333	0.019	0.000	3.314	0.000	0.000	0.016	0.087	0.074

Parcel 017 & 018



Questions?

CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA

Meeting Date: March 11, 2026 **Item Number: 16.D.**

Subject:
To Declare County Property at 14351 Bermuda Orchard Lane Surplus and for Conveyance

Board Action Requested:
Hold a public hearing to consider declaring 14351 Bermuda Orchard Lane surplus, approving the conveyance of the property to Dominion Energy Virginia, and authorizing the Chairman of the Board and the County Administrator to execute the contract and deed.

Summary of Information:
Dominion Energy Virginia (buyer) has offered to purchase the parcel for the purpose of siting of an electricity transmission switching station that will be part of the proposed Meadowville 230kV Electric Transmission Project. This project seeks to ensure that the energy needs of Eastern Chesterfield County, to include the Meadowville Technology Park, are met, to continue providing reliable electrical service and to maintain compliance with federal reliability standards. The buyer filed an application for this project with the State Corporation Commission (SCC) on October 11, 2024, and the project was approved on June 26, 2025.

The parcel, which was donated to the County over 34 years ago in 1992, has not been identified for any current or future use. When donated, the parcel was envisioned as a possible future school site but was subsequently rejected for that purpose due to the heavy presence of wetlands, proximity to existing power transmission lines and being bordered by an active rail line. In addition, the heavy presence of wetlands (approximately 14.2 of the total of 30 acres) significantly diminishes the usable acreage of the parcel (i.e., places the net available acreage well below the minimum of 20 acres needed for an elementary school). The wetlands were conserved by the County in 1998 and would be part of the sale, but will remain conserved as part of the proposed purchase agreement.

An independent appraisal, completed by the buyer, resulted in a value of $3,750,000 and was the basis of negotiations between the buyer and the County (an appraisal resulting in an amount lower than the negotiated price was completed by the County early in the project review process but became invalid due to the time required for the buyer to complete their engineering and SCC review for the proposed facility).

The buyer is offering $1,900,000, which is influenced by the following:

- The property is currently zoned for residential uses, which drives appraisal comparisons to higher value residential properties.

- While the parcel is 30 acres, the appraisal was based on the full acreage versus a reduced amount inclusive of the existing wetlands and an approximately 7-acre power line easement. The appraisal did not make a distinction between the eased and uneased acreage since the comparable properties used to determine the value also had similar encumbrances.

Staff recommends approval, taking into account the following considerations:

1) factors influencing the appraisal, as noted above;
2) during over 34 years of ownership, a viable present or future use has not been identified by the County;
3) the limited usable acreage outside the already conserved wetlands is not large enough for an elementary school;
4) diminished attractiveness for public uses considering proximity to rail lines,
5) development limitations from existing power lines
6) positive public benefit from ensuring the overall electricity needs of Eastern Chesterfield are met, thus ensuring the reliability of the public electricity delivery grid; and
7) the beneficial impact of meeting electricity needs for Meadowville Technology Park.

Closing on the sale would be subject to a due diligence period and the buyer's ability to obtain all necessary permits and regulatory approvals.

Attachments:
1. 14351 VS
2. Affidavit

Preparer: Clay Bowles, Deputy County Administrator, Community Operations

Approved By:



Vicinity Sketch – 14351 Bermuda Orchard Lane



Richmond Times-Dispatch

AFFIDAVIT OF PUBLICATION

See Proof on Next Page

State of Florida, County of Broward, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Richmond Times Dispatch, a newspaper printed and published in the City of Richmond, State of Virginia, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES: Mar. 4, 2026

NOTICE ID: CyBMgNHOyzx8gUrXeQve
PUBLISHER ID: COL-7006214
NOTICE NAME: Bermuda Orchard Ln Surplus & Conveyance
Publication Fee: $458.55
Ad Size: 2 X 44 L
Category: General Legal Notice

Under penalty of perjury, I, the undersigned affiant swear or affirm that the statements above are true and accurate to the best of my knowledge and belief.

Anjana Bhadoriya

(Signed)_____

VERIFICATION

State of Florida
County of Broward

SHERI SMITH
Notary Public - State of Florida
Commission # HH269383
Expires on May 31, 2026

Subscribed in my presence and sworn to before me on this: 03/04/2026

S Smith

Notary Public
Notarized remotely online using communication technology via Proof.

TAKE NOTICE

Take notice that the Board of Supervisors of Chesterfield County, Virginia, at a regularly scheduled meeting on March 11, 2026, at 6 p.m. in the County Public Meeting Room at the Chesterfield Administration Building, Rt. 10 and Lori Road, Chesterfield, Virginia, will hold a public hearing where persons may appear and present their views concerning:

Declaring county property at 14351 Bermuda Orchard Lane surplus and approving conveyance of the property.

A copy of the item is on file in the County Administrator's Office, Room 504, 9901 Lori Road, Chesterfield, Virginia, and may be examined by all interested persons between the hours of 8:30 a.m. and 5 p.m. Monday through Friday. It will also be available online at https://www.chesterfield.gov/244/Agendas-and-Minutes once the agenda packet is published.

The public is encouraged to submit comments through electronic means, email, by the internet, through the mail or by telephone. Citizens are encouraged to use the on-line comment form at https://www.chesterfield.gov/1256/Public-Comments (to be activated on March 5, 2026). Although the Board of Supervisors will endeavor to accept such comments up to the start of the meeting, citizens are encouraged to submit comments no later than 5 p.m. on March 10, 2026, to ensure that the comments are provided to the Board of Supervisors prior to the meeting for their consideration. To obtain a copy of the referenced items, please contact the Clerk to the Board.

Any persons with questions on the accessibility of the meeting or the need for reasonable accommodations should contact Susan Wilson, Clerk to the Board, at (804) 748-1200. Persons needing interpreter services for the deaf must notify the Clerk to the Board no later than March 6, 2026.
COL-7006214

CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA

Meeting Date: March 11, 2026 **Item Number: 16.E.**

Subject:
To Consider a Lease Amendment for the Baseball Facility at James River High School

Board Action Requested:
Hold a public hearing to consider an amendment extending the current lease with Rapids Baseball Incorporated for use of the baseball facility at James River High School.

Summary of Information:
In 2021, the Board of Supervisors approved the County Administrator to execute a lease agreement with Rapids Baseball Incorporated for the James River High School baseball facility at 3700 James River Road in the Midlothian District, which includes a varsity baseball field with field lights, a junior varsity baseball field and a restroom/concession/locker room building. The facility was constructed by RBI and has been maintained by them since construction. The current lease expires on February 28, 2026, and a three-year extension is requested. This will be the final extension of the lease and the facilities will become County property upon expiration.

A public hearing is required to consider the lease of County-owned property.

Attachments:
1. Affidavit

Preparer: Craig Willingham, Assistant Director, General Services
John Neal, Director, General Services

Approved By:

Richmond Times-Dispatch

AFFIDAVIT OF PUBLICATION

See Proof on Next Page

State of Florida, County of Broward, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Richmond Times Dispatch, a newspaper printed and published in the City of Richmond, State of Virginia, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES: Mar. 4, 2026

NOTICE ID: UMCBWbW4LryBgIB8BZdF
PUBLISHER ID: COL-7006211
NOTICE NAME: Lease Amendment James River HS
Publication Fee: $467.75
Ad Size: 2 X 45 L
Category: General Legal Notice

Under penalty of perjury, I, the undersigned affiant swear or affirm that the statements above are true and accurate to the best of my knowledge and belief.

Anjana Bhadoriya

(Signed)_____

VERIFICATION

State of Florida
County of Broward

SHERI SMITH
Notary Public - State of Florida
Commission # HH269383
Expires on May 31, 2026

Subscribed in my presence and sworn to before me on this: 03/04/2026

S Smith

Notary Public
Notarized remotely online using communication technology via Proof.

TAKE NOTICE

Take notice that the Board of Supervisors of Chesterfield County, Virginia, at a regularly scheduled meeting on March 11, 2026, at 6 p.m. in the County Public Meeting Room at the Chesterfield Administration Building, Rt. 10 and Lori Road, Chesterfield, Virginia, will hold a public hearing where persons may appear and present their views concerning:

An amendment to the current lease provisions with Rapids Baseball Incorporated for use of the baseball facility at James River High School and extension of the lease for an additional three years.

A copy of the item is on file in the County Administrator's Office, Room 504, 9901 Lori Road, Chesterfield, Virginia, and may be examined by all interested persons between the hours of 8:30 a.m. and 5 p.m. Monday through Friday. It will also be available online at https://www.chesterfield.gov/244/Agendas-and-Minutes once the agenda packet is published.

The public is encouraged to submit comments through electronic means, email, by the internet, through the mail or by telephone. Citizens are encouraged to use the on-line comment form at https://www.chesterfield.gov/1256/Public-Comments (to be activated on March 5, 2026). Although the Board of Supervisors will endeavor to accept such comments up to the start of the meeting, citizens are encouraged to submit comments no later than 5 p.m. on March 10, 2026, to ensure that the comments are provided to the Board of Supervisors prior to the meeting for their consideration. To obtain a copy of the referenced items, please contact the Clerk to the Board.

Any persons with questions on the accessibility of the meeting or the need for reasonable accommodations should contact Susan Wilson, Clerk to the Board, at (804) 748-1200. Persons needing interpreter services for the deaf must notify the Clerk to the Board no later than March 6, 2026.
COL-7006211

CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA

Meeting Date: March 11, 2026 **Item Number: 16.F.**

Subject:
To Consider the Exercise of Eminent Domain for the River Road (Hickory Road to Brickhouse Drive) Sidewalk Project

Board Action Requested:
The Board is requested to hold a public hearing to consider the exercise of eminent domain for the acquisition of right-of-way and easements for the River Road (Hickory Road to Brickhouse Road) Sidewalk Project.

Summary of Information:
The River Road (Hickory Road to Brickhouse Road) Sidewalk Project includes a sidewalk on the south side and drainage improvements along River Road. The county must expedite the construction of these improvements to improve existing pedestrian safety access from the village of Ettrick towards the Ettrick-Matoaca Public County Library by the traveling public.

The county's right-of-way acquisition consultants have been unable to acquire right-of-way and easements from several parcels required for this project and recommends the county exercise eminent domain so that construction can remain on schedule. Property owners are shown in Attachment A.

If the county proceeds with eminent domain, a certificate of take will be filed with the courts, which will allow the county to immediately enter and use the right-of-way and easements, so the project can proceed without delay. The county will then be obligated to purchase the right-of-way and easements. Sufficient funds are available in the budget to pay the anticipated condemnation costs.

Attachments:
1. Attachment A - River Rd SW ED Table
2. Attachment B - River Rd Sidewalk Location Map

Preparer:

Approved By:

RIVER ROAD (HICKORY ROAD TO BRICKHOUSE DRIVE) SIDEWALK PROJECT PARCELS RECOMMENDED FOR EMINENT DOMAIN PROCEEDINGS						
Parcel Number	**Landowner**	**Parcel ID (GPIN)**	**Property Address**	**Rights to Be Acquired**	**Original Offer Date**	**Original Offer Amount**
002	River 4109 Trust	792-611-7249-00000	4109 River Road	FEE, TCE	10/03/2025	$1,100.00
005	River Road Terrace LLC, et al	793-611-4179-00000	20800 Riverterrace Road	FEE, TCE	10/03/2025	$7,300.00
006	Rayveil A. Moore	792-611-5008-00000	20807 Brickhouse Drive	PSDE	10/03/2025	$1,600.00

Legend

FEE = Fee Simple Right of Way

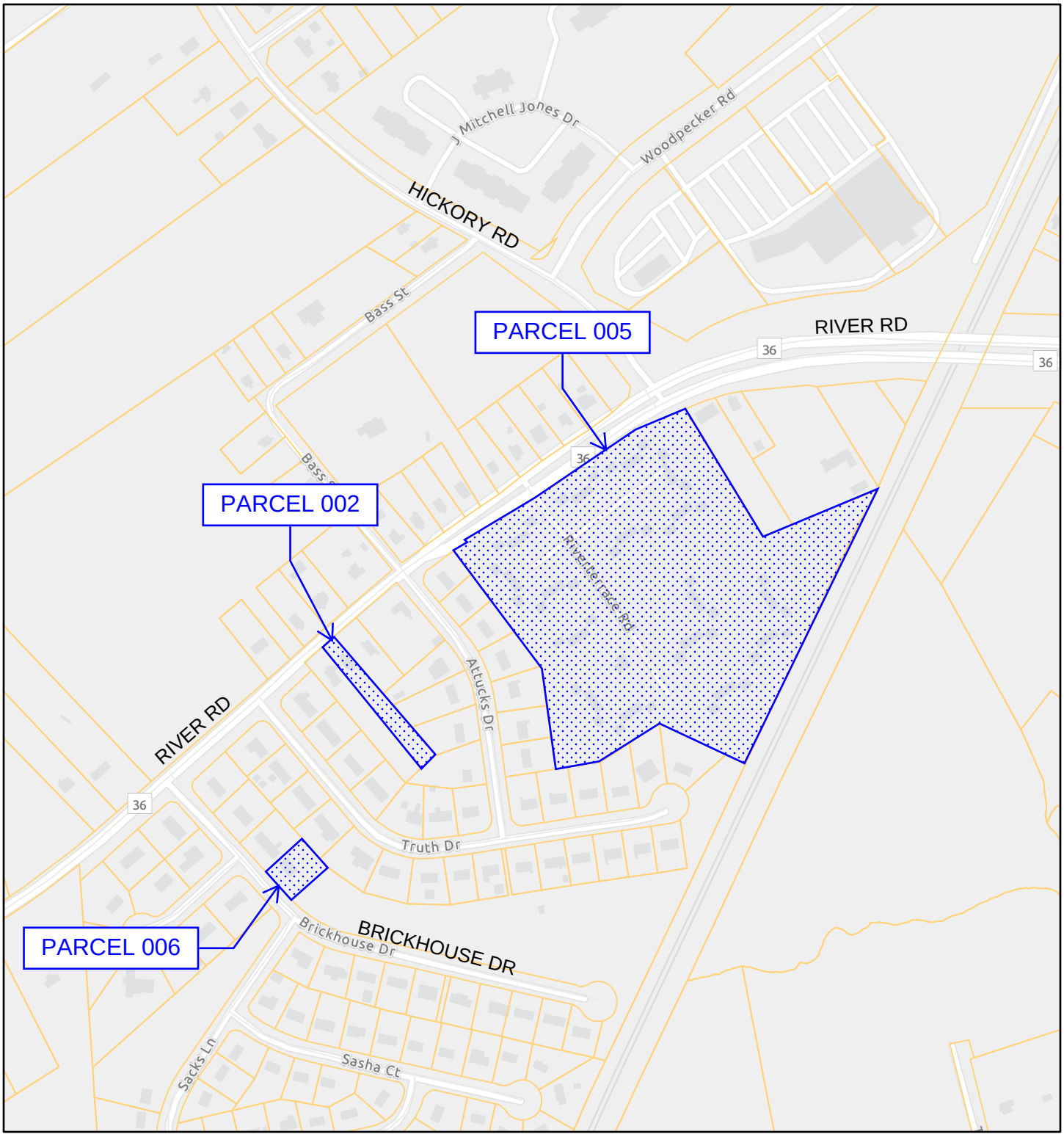
PSDE = Permanent Slope Drainage Easement

TCE = Temporary Construction Easement

RIVER ROAD (HICKORY ROAD TO BRICKHOUSE ROAD) SIDEWALK PROJECT RIGHT OF WAY DATA SHEET								
			RIGHT-OF-WAY AND EASEMENT DATA					
Parcel Number	**Landowner**	**Sheet Number**	**TOTAL PER RECORDED DEED**	**FEE R/W TAKING TOTAL**	**PRESCRIPTIVE R/W**	**FEE REMAINDER**	**PERMANENT SLOPE & DRAINAGE EASEMENT**	**TEMPORARY CONSTRUCTION EASEMENT**
			ACRES	**ACRES**	**ACRES**	**ACRES**	**ACRES**	**ACRES**
002	River 4109 Trust	04	0.373	0.008	0.000	0.365	0.000	0.004
005	River Road Terrace LLC, et al	04, 05	12.392	0.020	0.000	12.372	0.000	0.077
006	Rayveil A. Moore	06	0.279	0.000	0.000	0.279	0.012	0.000

ATTACHMENT A

RIVER RD (HICKORY RD TO BRICKHOUSE DR) SIDEWALK PROJECT



2/10/2026, 11:18:25 AM

1:5,417

0 200 400 800 ft

0 60 120 240 m

Esri Community Maps Contributors, Chesterfield County, VA, VGIN, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA

Meeting Date: March 11, 2026 **Item Number: 19.A.**

Subject:
Adjournment and Notice of Next Scheduled Meeting of the Board of Supervisors

Board Action Requested:

Summary of Information:
Motion of adjournment to a Closed Session on March 18, 2026, at 2 p.m. in the Public Meeting Room located at 10001 Iron Bridge Road for the purpose of reviewing applications of candidates for the position of county administrator. The next regular Board of Supervisors meeting will be held on March 25, 2026, at 6 p.m. in the Public Meeting Room located at 10001 Iron Bridge Road.

Attachments:
None

Preparer: Susan Wilson, Clerk to the Board of Supervisors

Approved By: