



PROCUREMENT DEPARTMENT

Fauquier County Government & Public Schools

320 Hospital Drive, Suite 23

Warrenton, VA 20186-3037

procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

Date: March 13, 2026

Contract No.: 25-149-C-R

Contract Title: Non-Professional Services

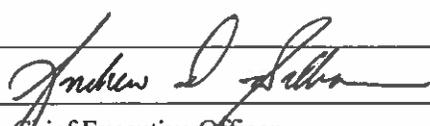
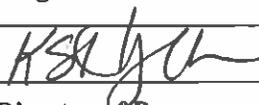
Modification No.: 001

Contract Modification:

This Supplemental Agreement is entered into pursuant to the provision of the basic contract.

- Fauquier County Government wishes to exercise its option to renew the above referenced contract for a (1) one-year period. The renewal period will be from **October 6, 2025 through October 5, 2026**. There is one (1) one-year renewal option remaining.

It is understood and agreed that, except as provided herein, all terms, conditions and prices remain the same during the renewed contract period. If this renewal is agreeable with **Berkley Group, LLC.**, sign below and return it to this office immediately.

	Berkley Group, LLC.		Fauquier County Government, a political subdivision of the Commonwealth of Virginia
By:		By:	
Title:	Chief Executive Officer	Title:	Director of Procurement
Date:	March 18, 2026	Date:	3/18/2024



FAUQUIER COUNTY GOVERNMENT

Contract # 25-149-C-R

Riding City of Lexington (Agreement for Non-Professional Services) **Berkley Group, LLC**

This Agreement is made and entered into this 18th day of April 2025, by the Fauquier County Government, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" (such reference is for the matter of convenience only) and **Berkley Group, LLC**, having its principal place of business at PO Box 181 Bridgewater, Virginia 22812, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide Non-Professional Services.

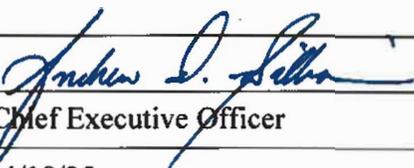
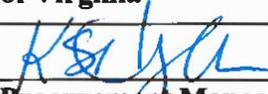
COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing as negotiated and attached.

CONTRACT PERIOD: Date of execution through October 5th, 2025 with the option to extend this agreement for up to two (2) years in one (1) year increments, at the mutual agreement of both parties.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1) This signed form;
- (2) Fauquier County General Terms & Conditions;
- (3) City of Lexington RFP-5023 for Non-Professional Services, issued July 5, 2022;
- (4) Contractor's proposal dated July 22, 2022;
- (5) Agreement between the City of Lexington and the Berkley Group for Non-Professional Services dated October 5, 2022, and all attachments or documents incorporated by reference to agreement, all of which are incorporated herein; and
- (6) Agreement between Berkley Group, LLC and Fauquier County, Virginia for On Call Consulting Services;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	Berkley Group, LLC		Fauquier County Government, a political subdivision of the Commonwealth of Virginia
By:		By:	
Title:	Chief Executive Officer	Title:	Procurement Manager
Date:	04/18/25	Date:	4/18/2025



DEPARTMENT OF FINANCE

Procurement Division

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PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

- A. Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is S1606971.
- B. Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.
- C. Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Berkley Group, LLC

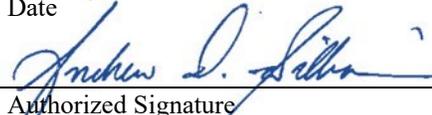
Legal Name of Company (as listed on W-9)

Berkley Group, LLC

Legal Name of Offeror/Bidder

04/18/25

Date



Authorized Signature

Andrew D. Williams, Chief Executive Officer

Print or Type Name and Title

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DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits</u> <u>(figures denotes minimum)</u>
<u>X</u>	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
<u>X</u>	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
---	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
---	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
---	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000 Minimum
---	8. Other Insurance: Cyber Liability as needed	8. \$1,000,000 Minimum
<u>X</u>	9. Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
<u>X</u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u>	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

Berkley Group, LLC

FIRM

SIGNATURE

Revised 4/8/2021, Proc/HR

RETURN THIS PAGE

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 08/05/2021

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County, which is comprised of the Fauquier County Board of Supervisors, a body politic and political subdivision of the Commonwealth of Virginia, and the Constitutional Officers of Fauquier County, Virginia, and the Fauquier County School Board, a body corporate. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County or the Fauquier County School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/Offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

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- 1. AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
 - 2. COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

- 3. CLARIFICATION OF TERMS:** Unless otherwise specified, if any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.
- 4. MANDATORY USE OF OWNER FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner forms provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
- 5. LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

 - The official time used in the receipt of bids/proposals is that time stamp within the Bonfire Portal.
 - Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
 - If the Owner closes its offices due to inclement weather or other unforeseen emergency scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
- 6. WITHDRAWAL OF BIDS/PROPOSALS:**

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

 - Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
 - Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/Offeror or of another bidder/Offeror in which the ownership of the withdrawing bidder/Offeror is more than five percent. In the case

of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/Offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offeror's are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1

IFB/RFP NUMBER

TITLE

BID/PROPOSAL DUE DATE AND TIME

VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the Offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidders List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in *Code of Virginia* §§ 2.2-4367 through 2.2-4377 (the Virginia Public Procurement Act), as amended from time to time, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
17. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.

18. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (*Code of Virginia* § 2.2-3700 *et. seq.*) and § 2.2-4342 of the Virginia Public Procurement Act except as provided below:
- Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph “c” below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information and Virginia Public Procurement Acts; however, the bidder, Offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
 - Nothing contained in this section shall be construed to require the Owner, when procuring by “competitive negotiation” (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.
- The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter’s codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/Offeror’s as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at <http://www.fauquiercounty.gov/government/departments-h-z/procurement>
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the Owner all such

information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy the Owner that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to *Code of Virginia* § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed and construed in all respects by the laws of Virginia, and any litigation with respect thereto shall only be brought in the appropriate General District or Circuit Court of Fauquier County, Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations.
29. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Owner under said contract. This includes, but is not limited to, overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under United States' or the Commonwealth's antitrust laws. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.
30. **INVOICING AND PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
- Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
 - Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 - The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 - The Owner's fiscal year is July 1 - June 30. Contractors must submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
 - Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
31. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
- To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month compounded monthly (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by postage prepaid U.S. Mail is deemed to be payment to the addressee. These provisions apply to each subtier contractor performing under the primary contract-. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.
32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
33. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which the Owner may have.
34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offeror's certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, the Virginia Human Rights Act (*Code of Virginia* § 2.2-3900 *et seq.*) and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

- During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
35. **CHANGES TO THE CONTRACT:** Changes can only be made to the contract in one of the following ways:
- a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - b. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
 - 1) By mutual agreement between the parties in writing; or
 - 2) By agreeing in writing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
 - 3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
 - c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.
36. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
37. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- a. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
 - b. Termination for Cause: Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default provision of these General Conditions, the

Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled without any liability or penalty to Owner.

39. **USE OF CONTRACT BY OTHER PUBLIC BODIES:** Except as prohibited by the current *Code of Virginia*, all resultant contracts will be extended, with the authorization of the Contractor, to other public bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOG) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

40. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.

41. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools “CERTIFICATION OF NO CRIMES AGAINST CHILDREN” form, a copy of which is included in this solicitation.

42. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

43. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.

44. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 of the *Code of Virginia*, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract is voidable at the option of Owner.

45. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner’s website(s) or third-party programs accessed through Owner’s website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled “Accessibility of State and Local Government Websites to People with Disabilities,” available at www.ada.gov/websites2.htm or, as attached directly to the solicitation. Contractor services as noted, shall conform to § 508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner’s web accessibility policy.

DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor’s name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.

47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor

within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- Purchase Order Number,
 - Name of Article and Stock Number,
 - Quantity Ordered,
 - Quantity Shipped,
 - Quantity Back Ordered,
 - The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeror who desires to protest the award or decision to award a contract, by either Fauquier County or the Fauquier County School Board, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the Fauquier County School Board), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeror is not a responsible bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/Offeror appeals within ten (10) days of the written decision by instituting legal action as provided in § VIII.H.3 of the County's Procurement Policy. Nothing in this paragraph shall be construed to permit an Offeror to challenge the validity of the terms or conditions of the solicitation.
54. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the Fauquier County School Board) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the Fauquier County School Board) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisors (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisors (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia* § 2.2-4364. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to *Code of Virginia* § 2.2-4365 has been established for contractual claims under this contract.

RFP2022-06-22 - Local Government Services

Round:	1
Status:	Closed
Time Left:	Expired
Closing:	7/22/22 2:00 PM
Issued:	7/5/22 3:40 PM
Last Updated:	7/5/22
Buyer:	Jani Hostetter
	jhostetter@lexingtonva.gov (mailto:jhostetter@lexingtonva.gov?subject=Solicitation (RFP-5023)).
	5404623700
Converted Solicitation Reference #:	RFP-LA27-2993-1

Info

Issued By:	City of Lexington
Opportunity Type:	Request for Proposals (RFP)
Category:	Non-professional Services - Non-Technology
Work Location:	City of Lexington, Virginia
Website:	
Summary:	Non-professional services as defined by the Commonwealth of Virginia such as planning, public works, or other government administration services and technical expertise to supplement its professional staff.

Documents

[1215410_RFP 2022-06-02 for Non-Professional Services.pdf \(.\)](#)

Items

There are no Grids and Lines information to display

B2B

There are no B2B messages to display

Bid Tab

Intent

Award

No Award

REQUEST FOR PROPOSALS FOR NON- PROFESSIONAL SERVICES

Periodically, the City of Lexington requires non-professional services as defined by the Commonwealth of Virginia such as planning, public works, or other government administration services and technical expertise to supplement its professional staff. To meet this need, the City is issuing this request for proposals (RFP) for nonprofessional services, as defined by the Code of Virginia, from one or more firms with extensive expertise in government administration that can provide public services in one or more of the following areas:

- Auxiliary local government services (*e.g.*, contract staff, special project assistance, etc.)
- Virtual (remote) local government services (*e.g.*, planning, finance, human resources, project management, etc.)
- Organizational assessment
- Executive services (*e.g.*, interim assistance, search assistance, public official or staff retreats)
- Current and long range planning (*e.g.*, update of land use tools, policies, procedures)
- Code enforcement and revisions (*e.g.*, update of Zoning Ordinance, Subdivision Ordinance, code enforcement program improvements)
- Public outreach and meeting facilitation (*e.g.*, meetings with elected and appointed bodies, Town Hall meetings)
- Municipal project development and management (*e.g.*, transportation projects, capital facilities management)
- Economic development (*e.g.*, retail retention/attraction, marketing, branding)
- Public works assistance (*e.g.*, water and sewer utilities, infrastructure management, other non-engineering services)
- Financial assistance (*e.g.*, financial management, interim services, other services not requiring a CPA designation)
- Human resources assistance (*e.g.*, compensation and classification studies, special projects)
- Public safety assistance (*e.g.*, best practices, training, accreditation, other support as needed)
- Other local government related administrative tasks or non-professional services

The duration of any resultant contract will be one year, with automatic renewals for up to four (4) additional one-year terms.

The contract amount will be based on a rate schedule that will be incorporated into any resultant contract and will vary depending on the nature and extent of the regular services to be provided and the scope of any specific project needs.

RIDER CLAUSE

This solicitation is being conducted on behalf of other public bodies pursuant to Section 2.2-4304 of the Virginia Public Procurement Act (Va. Code § 2.2-4300 *et seq.*). The resultant contract(s) may be extended by a contracting firm(s) to other public bodies at the stated contract prices, in accordance with the contract terms. It is each contracting firm's responsibility to notify other jurisdictions of the availability of contract(s).

Any jurisdiction "riding" the resultant contract(s) may enter into its own contract with the successful firm(s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction. The City of Lexington will not be held liable for any contract between a contracting firm and another jurisdiction.

SUBMISSION OF PROPOSAL

General Requirements

All responses to the requested information should be answered thoroughly but be as succinct as possible. The responses to information requested in the Specific Requirements below should be fully contained within the body of the response. No firm may submit more than one proposal.

Specific Requirements

Firms must submit electronically the following information, in the order listed below, and all other information identified in this RFP. Failure to provide any of the listed items may result in elimination from consideration.

The submittal shall include the following items:

Letter of Interest

At a minimum, the letter of interest should include the following:

- a. The name and address of the firm and the state(s) in which organized.
- b. The name, address, telephone number, and email address of the designated contact and principals authorized to conduct negotiations for the firm.
- c. A brief description of the firm's interest in performing the required services.
- d. A description of previous experience with the proposed services and products.

Description of Qualifications and Experience

Qualifications and experience must address the requirements of this RFP in accordance with the specific scope of services being requested. At a minimum, this section should include the following:

- a. Overview of the firm, including size of organization and types of services provided.
- b. Applicable individual and corporate Virginia licensing and/or certification information.
- c. Applicable experience in one or more of the areas listed above.
- d. Two samples of work.

e. Three client references, with contact information.

Please submit proposals to:

Jani Hostetter, City Clerk

via email: jhostetter@lexingtonva.gov

or

by mail: **300 East Washington Street, Lexington, VA 24450**

Proposals are due no later than 2:00 p.m. on July 22, 2022.



**PROPOSAL FOR
NON-PROFESSIONAL SERVICES
CITY OF LEXINGTON, VIRGINIA**

**SUBMITTED:
JULY 22, 2022**

SUBMITTED BY:



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July 19, 2022

City of Lexington
Attn: Jani Hostetter, City Clerk
3400 East Washington Street
Lexington, VA 24450

Re: Proposal for Non-Professional Services

Dear Selection Committee:

The Berkley Group is pleased to submit a proposal to provide non-professional consultant services for the City of Lexington. We offer a comprehensive team, including Waypoint360 and Commonwealth Community Connections (CCC), to provide a wide array of municipal services including all 14 of the categories enumerated in the RFP. With our firm's extensive municipal expertise and experience, we will help facilitate your projects expeditiously, as needed.

The Berkley Group has built strong relationships with community partners across the Commonwealth over the past 12 years. Some of our recent work consists of the following projects: Auxiliary staff support for City of Lexington (2015-2022); Virginia Main Street strategic plan (2022); Executive Recruitment Services for Alleghany County (2022); Interim County Administrator for Alleghany County (2021-22); Organizational assessment for City of Galax (2022); Zoning Ordinance rewrite for the Town of Abingdon (2022); Affordable housing study for Northampton County (2022); Pay and classification study for Lexington/Rockbridge (2022); Board Retreat for Shenandoah County (2021); Zoning & Subdivision Ordinance Amendments for Town of Strasburg (2021); Interim Finance Director for Warren County (2019); Utility—Scale Solar Facility Land Use Analysis & Amendments for Page County (2019); Fire & Rescue Strategic Facilitation for Shenandoah County (2018); Interim Fire Chief for Essex County (currently underway). Through our current projects and past work experience, we have gained a strong knowledge base of the region and developed positive working relationships. We are grateful for our past work experience and excited for the opportunity to continue serving the City of Lexington.

The Berkley Group, LLC (EIN 27-3021021; SCC ID# S1606971) is a SWaM certified business (#704335) focused on providing superior service to local governments. Darren Coffey and I are firm principals authorized to conduct negotiations and execute agreements. ***We are prepared to begin these services immediately upon a signed notice to proceed and are committed to the City's continued success.*** Please do not hesitate to contact me should you have any questions.

Best Regards,

Andrew D. Williams, AICP
Chief Executive Officer

QUALIFICATIONS & EXPERIENCE



The **Berkley Group, LLC**, is a Virginia based local government consulting firm with over 50 employees and remote offices throughout the Commonwealth of Virginia and North Carolina. Formed by Andrew Williams and Darren Coffey in 2010, the Berkley Group is a Virginia SWaM certified consulting firm (#704335) with local government professionals specializing in all facets of municipal government operations. Our staff have centuries of combined direct experience in local government which spans multiple states and numerous localities. We understand the variety of challenges confronting local governments, because we have worked in local government and continue to serve them proudly.

Our Key Services

- 🔑 Executive Recruitment
- 🔑 Financial Assistance
- 🔑 Grant Application & Administration
- 🔑 Human Resources Support
- 🔑 Interim Assistance
- 🔑 Long-Range Planning
- 🔑 Organizational Strategic Assessment
- 🔑 Project Development & Management
- 🔑 Public Education Assistance
- 🔑 Public Outreach & Facilitation
- 🔑 Public Safety Support Services
- 🔑 Strategic Planning
- 🔑 Virtual and In-Person Contract Support
- 🔑 Zoning and Other Ordinance Support

Experience

The Berkley Group has extensive experience providing non-professional services to the following localities, commissions, and other government agencies. Please see our clientele list below:

- City of Colonial Heights, VA
- City of Danville, VA
- City of Emporia, VA
- City of Falls Church, VA
- City of Franklin, VA
- City of Fredericksburg, VA
- City of Harrisonburg, VA
- City of Hopewell, VA
- City of Lexington, VA
- City of Manassas, VA
- City of Manassas Park, VA
- City of Petersburg, VA
- City of Roanoke, VA
- City of Staunton, VA
- Accomack County, VA
- Albemarle County, VA
- Alleghany County, VA
- Bedford County, VA
- Botetourt County, VA
- Charlotte County, VA
- Cumberland County, VA
- Dinwiddie County, VA
- Essex County, VA
- Fairfax County, VA
- Frederick County, VA
- Gloucester County, VA
- Grayson County, VA
- Greensville County, VA
- Hanover County, VA
- Johnson County, KS
- King George County, VA
- King William County, VA
- Lunenburg County, VA
- Mecklenburg County, VA
- Montgomery County, VA
- Nelson County, VA
- Northampton County, VA
- Pittsylvania County, VA
- Prince William County, VA
- Pueblo County, CO
- Rappahannock County, VA
- Richmond County, VA
- Roanoke County, VA
- Rockbridge County, VA
- Rockingham County, VA
- Shenandoah County, VA
- Sussex County, VA
- York County, VA
- Town of Abingdon, VA
- Town of Amherst, VA
- Town of Blacksburg, VA
- Town of Colonial Beach, VA
- Town of Dayton, VA
- Town of Farmville, VA
- Town of Leesburg, VA
- Town of Middleburg, VA
- Town of Mount Jackson, VA
- Town of Rocky Mount, VA
- Town of Scottsville, VA
- Town of Strasburg, VA
- Town of Warrenton, VA
- Town of Warsaw, VA
- Accomack-Northampton Planning District Commission, VA
- Central Shenandoah Planning District Commission, VA
- Commonwealth Regional Council, VA
- Crater Planning District Commission, VA
- George Washington Regional Commission, VA
- Middle Peninsula Planning District Commission, VA
- New River Valley Regional Commission, VA
- Southside Planning District Commission, VA
- Virginia Department of Housing and Community Development

Qualifications & Experience

The Berkley Group (BG) provides services in all the requested areas listed in the Request for Proposals for Non-Professional Services.

- **Auxiliary local government services** (e.g., contract staff, special project assistance, etc.)
 - The Berkley Group has provided planning staff for the City of Lexington since fall of 2015.
 - BG has been contracted to operate and manage the planning department for Sussex County beginning in 2019.
 - Past auxiliary support clients include Dumfries, Manassas Park, Haymarket, Prince William County, Warrenton, and Mt. Jackson.
 - Current interim support clients include Colonial Heights, Colonial Beach, Hopewell, Scottsville.
- **Virtual (remote) local government services** (e.g., planning, finance, human resources, project management, etc.)
 - Current virtual auxiliary support clients include Botetourt County, Farmville, Surry County, Accomack County, Shenandoah County, Middleburg.
- **Organizational assessment**
 - BG has conducted organizational assessments for the Town of Amherst, King George County, City of Manassas Park, Town of Purcellville, Town of Abingdon, City of Galax.
- **Executive services** (e.g., interim assistance, search assistance, public official or staff retreats)
 - BG is providing interim assistance in the following localities/capacities:
 - City of Danville: Interim Planning Director (currently underway)
 - Pittsylvania County: Interim County Administrator (currently underway)
 - Crater PDC: Interim Executive Director (currently underway)
 - Town of Abingdon: Interim Town Manager (2022)
 - Essex County: Interim Fire & Rescue Chief (currently underway)
 - BG is currently providing executive recruitment assistance to the counties of Pittsylvania and Grayson.
 - BG has recently conducted governing body retreats for Falls Church, Altavista, Strasburg, South Hill.
 - BG has recently conducted recruitments for Abingdon's Town Manager, Alleghany County's Administrator, Rocky Mount's Police Chief, and numerous others.
- **Current and long-range planning** (e.g., update of land use tools, policies, procedures)
 - BG currently has over 20 ongoing long-range planning projects in localities across the Commonwealth including a wide variety of project types.
- **Code enforcement and revisions** (e.g., update of Zoning Ordinance, Subdivision Ordinance, code enforcement program improvements)
 - BG has conducted dozens of code related projects across the Commonwealth since 2010. From Dumfries to Bristol to Northampton County and many places in between.
- **Public outreach and meeting facilitation** (e.g., meetings with elected and appointed bodies, Town Hall meetings)
 - Public outreach and facilitation are key components for almost any project we do whether its redeveloping a land use policy, developing a Capital Improvement Program (CIP), recruiting for a new manager/administrator, conducting public work shops on a variety of municipal issues, or a Council retreat.

- **Municipal project development and management** (e.g., transportation projects, capital facilities management)
 - BG has developed CIPs for Dumfries, Manassas Park, and supported that effort in numerous other localities.
 - BG has delivered transportation projects in Harrisonburg, Dumfries, and Manassas Park.
- **Economic development** (e.g., retail retention/attraction, marketing, branding)
 - BG has developed numerous partnerships with economic development firms focusing on all the various nuances such as those listed here – retail retention/attraction, marketing, branding. Each area is its own specialty niche and BG would partner with the appropriate subconsultant to the client’s project need and goals.
 - BG has developed Comprehensive Economic Development Strategy (CEDS) plans for the Southside Planning District Commission (SPDC), Commonwealth Regional Council (CRC), and the George Washington Regional Commission (GWRC).
- **Public works assistance** (e.g., water and sewer utilities, infrastructure management, other non-engineering services)
 - BG has provided direct public works assistance to Harrisonburg, Dumfries, Lexington and Manassas Park. We also have numerous engineering partners that can be called upon for any non-engineering services needed, but who have the engineering knowledge necessary for the project.
- **Financial assistance** (e.g., financial management, interim services, other services not requiring a CPA designation)
 - BG has provided financial assistance to Bedford County, Grottoes, Dayton, Warren County.
 - BG will be expanding this division in 2023.
- **Human resources assistance** (e.g., compensation and classification studies, special projects)
 - BG has provided or is providing HR assistance to the counties of Surry, Shenandoah, Bedford, Montgomery, Rockingham, Rockbridge, Augusta County Service Authority; towns of Middleburg, Colonial Beach, Crewe, Altavista, Blacksburg; cities of Emporia, Danville, Fredericksburg, Lexington, and Roanoke.
 - BG will be expanding this division in 2023.
- **Public safety assistance** (e.g., best practices, training, accreditation, other support as needed)
 - BG has provided public safety assistance to Essex County and Rocky Mount.
 - BG has developed regional Hazard Mitigation Plans for the Commonwealth Regional Council (CRC), George Washington Regional Commission (GWRC), and Accomack-Northampton PDC (A-NPDC)
 - BG will be expanding this division in 2023.
- **Other local government related administrative tasks or non-professional services**
 - BG is self-described as a 358-degree local government consulting firm. We partner with other companies for expertise that is beyond our experience such as for legal counsel, cyber security, or other specialty areas. To that end, the leaders of The Berkley Group formed a new company in 2020 – Waypoint360. This new company builds partnerships with other local government vendors who can literally serve any locality need. BG has partnered with Waypoint360 for this proposal so that if the City has any needs that Berkley cannot address directly, then through Waypoint360 an appropriate vendor can be identified to work with the city either directly or through Berkley.
 - This category may also include other city needs that have not been discussed herein such as IT, procurement assistance, parks & rec support, public utilities support, school administration support, or any other municipal area of expertise.

KEY PERSONNEL

The Berkley Group offers a comprehensive project team to provide on-call consultant services to the City. Resumes may be found in Appendix A.



Andrew Williams, AICP, Principal-in-Charge, has served the public sector since 2000, beginning in Blacksburg, Virginia, and ultimately serving as the Assistant Director of Public Works for the City of Harrisonburg. While working in the public sector, Drew managed a 120+ member staff, which included managing the department's \$20 million annual budget, and delivered more than \$85 million in capital projects in a decade. Since forming the Berkley Group, Drew has built a team of dedicated professionals with a focus on service and teamwork. Drew is a certified planner with a B.A in Public and Urban Affairs from Virginia Tech.



Darren Coffey, AICP, Principal-in-Charge, has served the public sector since 1995. Before co-founding the Berkley Group, his local government experience included Park Planner in Charlotte, NC; Town Planner and Community Development Manager in Blacksburg, VA; and Planning Director in the Counties of Louisa and Fluvanna, VA. Darren brings comprehensive experience in local government including administration, planning, budgeting, economic development, grant administration, transportation, parks and recreation, among others. This in-depth experience allows him to see issues from different viewpoints to achieve and craft the best solutions. Darren is a leading community planning and solar planning expert skilled at crafting practical solutions for communities' most pressing issues. Darren has a Master's in Geography from Rutgers University.



Kelly Davis, AICP, Planning Director, is a customer-driven project manager and skilled facilitator. She joined the Berkley Group from the historic City of Manassas where she supported the comprehensive zoning ordinance rewrite and managed planning studies for parks, housing, and community facilities. She led the 2040 Comprehensive Plan update, which earned APA Virginia Awards for 2020 Plan of the Year and Innovative Approaches for community engagement. With the Berkley Group, Kelly has managed Comprehensive Plan updates for the City of Lexington, Town of Farmville, and Northampton County and zoning ordinance updates for Essex County, Page County, King William County, and Town of Abingdon, among others. Kelly is a certified planner and holds a master's degree in Urban and Regional Planning and Certificate in Economic Development.



Michael Zehner, Director of Environmental Programs, Environmental Planning & Resiliency SME, has over 20 years of public service and planning experience. Throughout his career, he has led planning activities in Georgia, North Carolina, Massachusetts, and Virginia. Most recently, he served as Director of Planning and Development for the Town of Nags Head, North Carolina, managing the Town's current development and long-range planning activities, as well as working to implement hazard mitigation and resiliency goals. With the Berkley Group, Michael oversees all environmental programs including coastal zone management, hazard mitigation and resiliency planning, and solar and renewables ordinance and project review. He has managed the spectrum of planning related matters, developing solutions to challenging problems. Michael is a certified planner with a bachelor's degree in Political Science from Virginia Tech.



Rebecca Cobb, CZA, Zoning SME, has over 13 years of planning experience, having served as the Planning/Zoning Administrator for Buckingham County. She has collaborated on comprehensive plans, utilized GIS for data collection and mapping, and led zoning and subdivision ordinance updates for the counties of King William and Essex and the Towns of Farmville and Mount Jackson. She is also a leading solar expert in Virginia and enjoys crafting appropriate regulations based on fiscal analysis and community expectation. Her grass-roots experience allows her to understand all views at the table and brings them together cohesively for the betterment of the community. She has a biology degree with a minor in environmental science from Longwood University.



Catherine Redfearn, Historic Resources SME, has over 15 years of planning and historic preservation experience in Virginia, Oklahoma, and Texas. Her experience spans comprehensive plans, preservation plans, historic district design guidelines, land use planning, zoning, parks, and small area plans – with the overarching interest of helping small communities and rural areas facing growth pressure to protect and build plans based on their unique character, history, and assets. With the Berkley Group, Catherine has managed and supported Comprehensive Plans for Northampton County, Richmond County, City of Lexington, Town of Farmville, and Town of Warsaw. Catherine has a master's in Urban and Environmental Planning from the University of Virginia.



Maxie Brown, AICP, CZA, Auxiliary Town Hall Manager & Community Development Executive Manager, has over 30 years of planning and zoning experience in Virginia. She served the Town of Culpeper for 33 years as the Zoning Administrator, Assistant Zoning Administrator and Deputy Zoning Administrator. Maxie specializes in overseeing, enforcing, administering and interpreting ordinances, plans and projects. Since joining the Berkley Group, Maxie oversees virtual and on-site contract planning and zoning staff at various localities. She also provides interim planning and zoning support to Cumberland County and the Town of Windsor. Maxie earned an associate degree at Germanna Community College.



L. Kimball "Kim" Payne III, Executive Manager, has over 30 years of running full-service governments. He served as Lynchburg's City Manager from February 2001 until his retirement at the end of June 2016. Prior to that he served as the County Administrator of Spotsylvania County, Virginia. Since joining the Berkley Group, Kim leads executive searches, board and council retreats, strategic plans, and organizational strategic assessments. Kim holds a Bachelor of Arts degree from Duke University and Master of Planning and Master of Arts in Public Administration degrees from the University of Virginia. He is a member of the International City-County Management Association (ICMA), an ICMA Credentialed Manager and a Senior Advisor.



Margaret M. Schmitt, SPHR, IPMA-SCP, SHRM-SCP, Human Resources Executive Manager, has over 30 years of human resources experience. She served as the Human Resources Director for the City of Lynchburg, Virginia from May of 1999 until her retirement in November of 2016. Prior to her work in Lynchburg, Margaret served the City of Hampton for 12 years, progressing through HR professional roles to achieve the Sr. Human Resources Manager position. Since joining the Berkley Group, Margaret leads executive searches, staff retreats, pay and compensation studies, and organizational strategic assessments. Margaret holds a bachelor's degree in Sociology from St. Leo College and a Master's in Public Administration from George Washington University.

SUBCONSULTANTS



Waypoint360, LLC is a local government consultant providing 360° asset and service delivery analysis and implementation to save costs, increase revenue, or improve service delivery and efficiency by matching client needs with the right partner that can deliver results. Our leadership team brings 60+ years serving localities directly as local government staff and, since 2010, as professional consultants serving only the public sector. We have strong relationships with local governments, state officials, and private sector vendors serving local government. *We know quality and innovation and work only with the best companies in the business.*

Our assessment process requires a minimal time commitment from staff and is completed in a short timeframe with specific recommendations for the organization. *This process will have a positive organizational impact!*



Commonwealth Community Connections (CCC LLC) is pleased to submit the attached statement of qualifications as part of the Berkley Group team. Here at CCC LLC, we know how valuable support can be for local governments, often limited in staff capacity. We are specialized in embedded office support and can work on Lexington projects in a manner that is seamless to the public. As a company located in Collierstown, right outside of Lexington, we are pleased to offer in-person support capabilities and our local knowledge of the area.

We are excited to be included on this proposal and know our services will be a great fit. We'd like to bring our enthusiasm to the table for implementation of the bike and pedestrian plan recently completed, as well as bring our knowledge of micro-mobility planning and programming to the transportation alternatives conversation. CCC LLC would also bring energy to any electric vehicle action planning, freight planning, multimodal corridor planning, or sustainability planning included in the City's work plan. Additionally, we'd like to offer our expertise in equity planning, and invite the addition to our 'to-do' list any help needed to implement the City's equity goals in the master plan. Lastly, our company would propose staff assistance to any planning project within Lexington's purview. No project is too small for our woman-owned, micro-business, and we'd love to help in the day-to-day tasks of making Lexington work for everyone!

From the stated RFP, CCC LLC is qualified to provide assistance for:

- Auxiliary local government services
- Virtual (remote) local government services
- Current and long-range planning
- Public outreach and meeting facilitation
- Municipal project development and management
- Economic development
- Public works assistance
- Other local government related administrative tasks or non-professional services

PROJECT EXAMPLES

HAZARD MITIGATION PLAN (Underway)

GEORGE WASHINGTON REGIONAL COMMISSION (GWRC), VA

Project Manager: Mr. Michael Zehner
Locality Contact: Mr. Chip Boyles, Executive Director
406 Princess Anne St,
Fredericksburg, Virginia 22401
Phone: (540) 642-1579
Email: boyles@gwregion.org



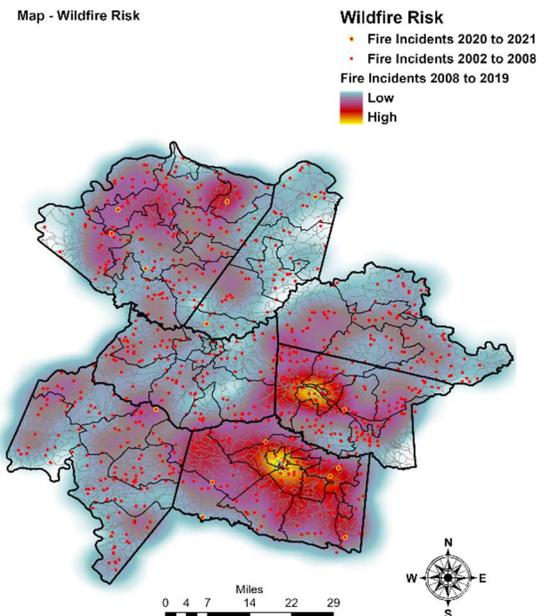
The George Washington Region – made up of the City of Fredericksburg and the Counties of Caroline, King George, Spotsylvania, and Stafford – is a growing and prospering region whose environment is closely tied to its success as a place to live, work, and visit. The Berkley Group is helping GWRC update its Regional Hazard Mitigation Plan update. This project is funded through a FEMA BRIC Grant which was also supported by the Berkley Group. The plan update involves a complete review of the current plan, reevaluation of hazards and vulnerability, updating of mitigation strategies, and facilitating public engagement activities. Given delays in the award of the FEMA BRIC grant, the Berkley Group is working on a reduced project timeline. The plan update kicked off in April 2022 and the project is expected to be completed in Fall 2022.

HAZARD IDENTIFICATION & RISK ASSESSMENT

COMMONWEALTH REGIONAL COUNCIL (CRC), VA

Project Manager: Mr. Michael Zehner
Locality Contact: Mr. Todd Fortune, Deputy Director
1 Mill St # 101
Farmville, VA 2390
Phone: (434) 392-6104
Email: tfortune@virginiasheartland.org

The Berkley Group recently completed a Hazard Identification and Risk Assessment (“HIRA”) for the Commonwealth Regional Council, updating associated sections of the Regional Hazard Mitigation Plan. This work involved coordination with the PDC’s staff, the Project Management Team, local stakeholders, and VDEM staff to update information regarding hazards impacting District localities, analyzing the degree to which hazards impact localities, and assessing community risk and vulnerability to hazards. Additionally, the project team addressed hazards considered by the district for the first time, including invasive species, radon, pandemic/infectious agent, and climate change. This project was completed in April 2022.



PLAN TO STAY 2041 COMPREHENSIVE PLAN (Underway)
RICHMOND COUNTY, VA

Project Manager: Ms. Catherine Redfearn
Locality Contact: Mr. Morgan Quicke, County Administrator
County of Richmond
101 Court Circle
Warsaw, Virginia 22835
804-333-3415
rmquicke@co.richmond.va.us

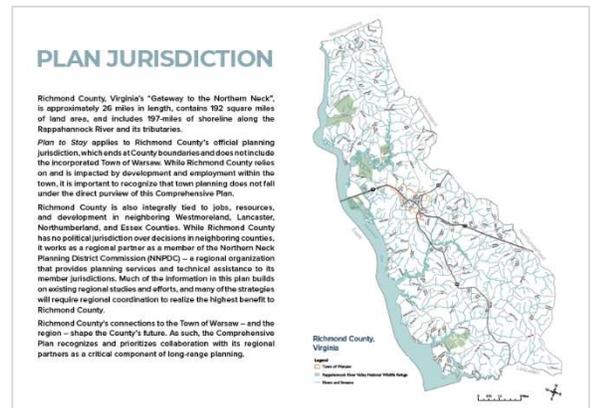
Richmond County – the Gateway to the Northern Neck of Virginia – has a unique identity connected to agriculture and the Rappahannock River. The focus of the Comprehensive Plan is to improve local quality of life, including community facilities and services; support a vibrant local economy while protecting the County’s rural nature; and ensure continued compliance with the Chesapeake Bay Preservation Act. The Plan’s branding highlights the County’s defining feature – the river – and pays homage to the County’s motto, “A Place to Visit, A Place to Stay”.

In June 2021, the Berkley Group kicked off the project with Richmond County staff, touring the County and seeing firsthand the connection to the river, the rural and agricultural presence, and the unique communities throughout the County. The public workshop highlighted key themes for the plan, including river access, broadband availability, and housing. The workshop had a terrific turnout and showed the spirit and dedication of the Richmond County community. In addition to the public workshop, a public survey was available online to gather more input from the community.

Alongside Richmond County staff, we are working with an appointed Comprehensive Plan Advisory Committee to guide and facilitate the update. The Advisory Committee will not only steer the direction of the plan but will also act as a direct liaison with the community. They are meeting monthly to discuss plan themes, review draft chapters, and provide feedback. The Advisory Committee is comprised of members from the Board of Supervisors, Planning Commission, Wetlands Board, and a representative from each District – totaling nine committee members.

The final plan will balance existing context and actionable implementation strategies while streamlining information to succinctly demonstrate community values and goals.

The Comprehensive Plan update began in Spring of 2021 and is slated for adoption in Fall of 2022.



ZONING ORDINANCE UPDATE (UNDERWAY)
COUNTY OF ALBEMARLE, VA

Project Manager: Ms. Rebecca Cobb, CZA
 Locality Contact: Charles Rapp, Deputy Director
 Community Development Department
 401 McIntire Road, North Wing
 Charlottesville, VA 22902
 Phone: 434-296-5823 ext. 3242
 Email: rappc@albemarle.org

Albemarle County enlisted the Berkley Group for a substantial update to the County’s Zoning Ordinance, to better reflect the changing nature of the County. This project includes multiple phases and is expected to continue until the year 2025. Phase 1 of the project has focused on zoning district land use terms/definitions and setback regulations.

During Phase 1 of the project, the current land use terms, definitions, and setbacks have been analyzed. The Berkley Group identified necessary changes to allow for broadened and modern uses that align with current planning standards and best planning practices. Additionally, the Berkley Group has recommended changes to current setback regulations based on industry research from selected benchmark localities.

Compiled deliverables for Phase 1 of the project included a diagnostic report detailing the extent of the project and the recommendations for simplified setback standards, streamlined use matrix, and modernized use definitions.

The project continues with upcoming phases focusing on design standards (lighting, landscaping, entrance corridors, and historic preservation); street standards; development process efficiencies, and zoning district changes.

The project included:

- Staff meetings
- Monthly progress reports
- Overview of existing conditions
- Best practices research
- Benchmarking research
- Recommended changes

Albemarle County Zoning Ordinance Update
Phase One Diagnostic Report

Residential – R-1, R-2, and R-4

Residential districts R-1, R-2, and R-4 have the lowest densities, but also have very minimal setbacks. The benchmark locality setbacks range from 30 feet to 60 feet for similar districts. Removing the high setback outliers from the benchmarks, considering the low density of the districts, and the desire to protect sidewalks from overhanging parking results in a need to increase the setbacks for these districts. For simplistic administration and because of the common intents of these districts, they are proposed with the same setbacks. A front setback of 35 feet aligns the districts with several benchmark localities, provides a sense of additional space, and allows parking in the front without overhanging the sidewalk. The rear and side setbacks are also proposed with an increase to align with other localities and provide more open space, which is typical of these lower density residential districts.

Albemarle Residential (R-1)					
County	Zoning District	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Clustering Reduces Setbacks
Albemarle	R-1	5	10	20	
Prince William	SR-1	35	10	25	
Chesterfield	R-40	60	20	50	
Fairfax	R-1	40	20	25	X
Loudon	R-1	35	12	30	X
Henrico	R-0	50	25	50	X
		Recommended			
Non-infill		35	20	25	
Infill	Current district standard or as shown on any subdivision approval dated after December 10, 1980; subdivisions prior to December 10, 1980 may apply for a Special Exception.				

Albemarle Residential (R-2)					
County	Zoning District	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Clustering Reduces Setbacks
Albemarle	R-2	5	10	20	
Prince William	R-2	35	10	25	X
Chesterfield	R-25	50	15	40	
Fairfax	R-2	35	15	25	X
Loudon	R-2	25	12	25	
Henrico	R-1	50	20	50	X
		Recommended			
Non-infill		35	20	25	
Infill	District standard or standards from a subdivision approval dated after December 10, 1980; subdivisions prior to December 10, 1980 may apply for a Special Exception.				

R-2 DISTRICT REVIEW TOWN OF MIDDLEBURG, VA

Project Manager: Ms. Kelly Davis, AICP

Locality Contact: Mr. William Moore

Deputy Town Manager

10 W Marshall Street

P.O. Box 187

Middleburg, VA 20118

540-687-5152

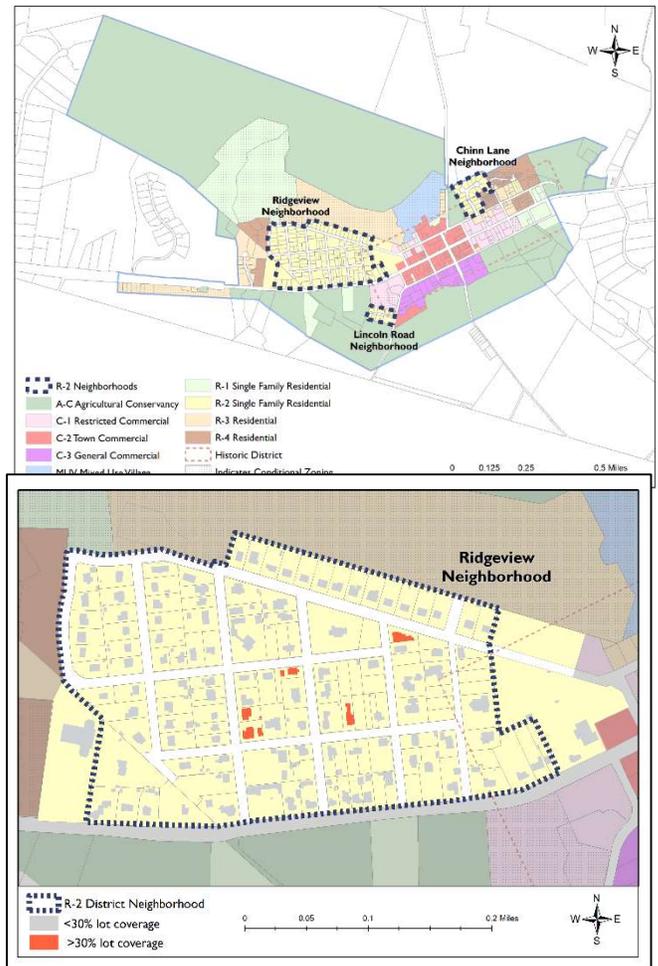
wmoore@middleburgva.gov

Middleburg is a quaint and vibrant town located in Loudon County, Virginia. The Town is experiencing an increase in infill development and redevelopment in its low-density residential districts due to increased housing demand in the area. The Berkley Group worked with the Town of Middleburg to conduct a review of its low-density, single-family detached residential zoning district and recommend strategies to ensure compatible infill development and redevelopment in the R-2 neighborhoods. The goal of the project was to provide the Town with solutions in the form of additional zoning requirements derived from an extensive review of best practices and benchmark communities along with GIS analysis. Recommended solutions ranged from modifications to lot coverage definitions and requirements to more robust architectural standards through development of a neighborhood conservation overlay district.

The project was completed and presented to the Planning Commission in April 2022.

The project included:

- Planning Commission work sessions and district tour
- Overview of existing conditions
- Summary of issues and challenges
- Best practices research
- Benchmarking research
- GIS mapping and analysis of lot sizes and lot coverage
- Recommended interventions



**2040 COMPREHENSIVE PLAN UPDATE
CITY OF LEXINGTON, VA**

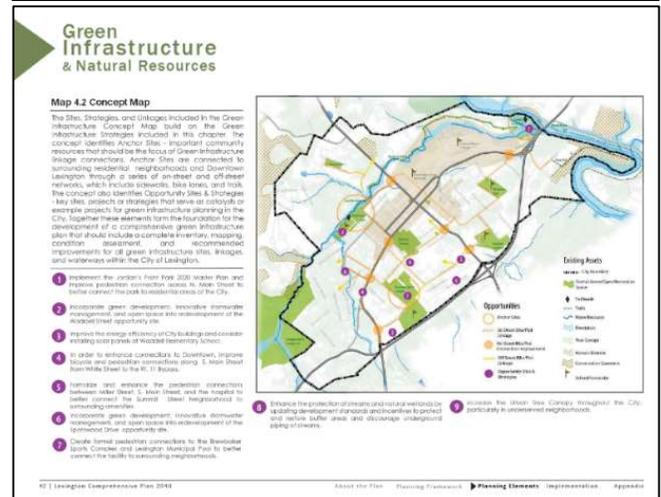
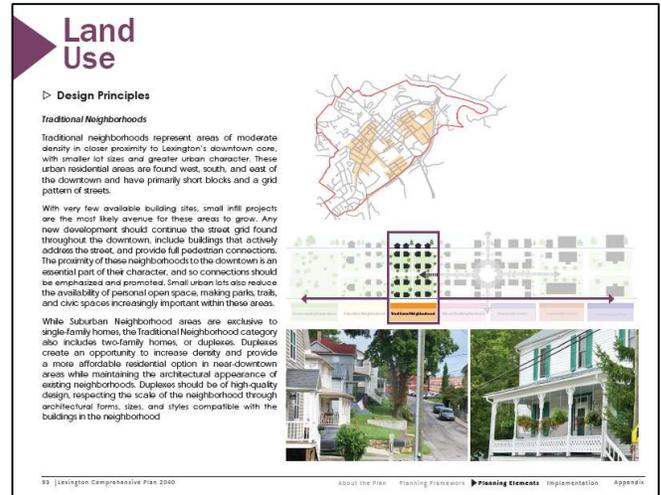
Project Manager: Ms. Kelly Davis, AICP
 Locality Contact: Mr. Jim Halasz, City Manager
 City of Lexington
 300 East Washington Street
 Lexington, VA 24450
 540-462-3700
jhalasz@lexingtonva.gov

The Lexington 2040 Comprehensive Plan defines a vision for the City of Lexington, Virginia, that acknowledges a difficult past while building an inclusive and progressive path forward. Organized around a series of five planning values rooted in community, equity and resilience, the plan tackles issues such as climate change, diversity, housing affordability, fiscal sustainability, alternative transportation, and governance. The policies and strategies in the plan are a result of an extensive and collaborative planning effort that included input from the citizens of Lexington, the insight of focus groups and community experts, the guidance of the City’s Planning Commission, and facilitation by the Berkley Group. The development of a plan addressing such weighty and complex issues required understanding, sensitivity, and depth of knowledge. Developing a plan during the onset of a global pandemic and nation-wide social unrest required creativity and the skillful use of virtual engagement platforms to ensure the planning process continued to be fair, open, and accessible to all of Lexington’s residents. The result is a plan that was adopted with overwhelming community support. The document itself was designed as a 21st century planning tool, using maps, graphics, and links to make the content easily understood and accessible to a variety of audiences. Lexington 2040 is a modern comprehensive plan, developed for a historic community, looking to create a more resilient and equitable future.

The plan was adopted in Fall 2020.

Tools & Skills

- Meeting Facilitation
- Public Outreach & Virtual Engagement
- GIS & Mapping
- Land Use & Housing Analysis
- Data Analysis
- Adobe InDesign & Illustrator



Key Themes

- Equity & Justice
- Climate Change
- Housing Affordability
- Placemaking
- Long Range Planning

Lexington 2040 received an Honorable Mention from APA Virginia.

REFERENCES

Mr. Dean Lynch, Executive Director
Virginia Association of Counties
1207 E. Main Street, Suite 300
Richmond, Virginia 23219
Office: 804-343-2504
Email: dlynch@vaco.org

Mr. Evan Vass, County Administrator
Shenandoah County
600 North Main Street
Suite 102
Woodstock, Virginia 22664
Phone: 540-459-6165
Email: evass@shenandoahcountyva.us

Projects: Board strategic planning, Fire & Rescue Strategic Plan, Human Resource support

Mr. Scott Davis, Town Manager
Town of Farmville
116 North Main Street
Farmville, Virginia 23901
Phone: 434-392-8465
Email: sdavis@farmvilleva.com

Projects: Land use planning (comprehensive plan, zoning ordinance), Human Resource support

Mr. Ken Larking, City Manager
City of Danville
427 Patton Street
Danville, Virginia 24541
Phone: 434-799-5100
Email: klarking@danvilleva.gov

Projects: Compensation/Classification Study, Interim Planning Support

Mr. Chip Boyles, Executive Director
George Washington Regional Commission
406 Princess Anne Street
Fredericksburg, Virginia 22401
Phone: 540-373-2890
Email: boyles@gwregion.org

Projects: Hazard Mitigation Plan, environmental program support, grant management/administration



Andrew D. Williams, AICP

Chief Executive Officer

drew@bgllc.net

EXPERIENCE

20+ Years

EDUCATION

B.A. Public & Urban Affairs, Minors:
Political Science and History Virginia
Tech

Blacksburg, Virginia
(2002)

AFFILIATIONS

American Planning Association
(2006-Present)

American Public Works Association
(2016-Present)

CREDENTIALS

American Institute of Certified
Planners
(2006-Present)

SUMMARY

Strong planning and public works background; emphasis in project management, grant writing, research, analysis, and written and oral presentations. Familiar with engineering concepts, public involvement and facilitation, budget development/management. Pursues leadership; strong inter-personal skills; efficient and good team worker.

WORK HISTORY

Chief Executive Officer & Owner, The Berkley Group (06/10-Present)

Developed a consulting firm to partner with and support localities with a variety of plans, projects, and issues of local concern. The firm's ownership has over 30 years of experience in local government and specializes in Comprehensive Plan development, Zoning & Subdivision Ordinances, public involvement, project development & management, grant writing & administration, transportation project delivery, infrastructure management and other community projects and initiatives.

Assistant Public Works Director, City of Harrisonburg, Virginia (07/07-01/14)

Oversee day-to-day operations of the 115 employee Department, which include street maintenance, traffic engineering, capital infrastructure planning, project management, central warehouse, sanitation disposal and a municipal waste incinerator. Develop and manage annual \$21 million department operating budget. Administer grants; manage transportation projects and VDOT programs in the City.

Senior Planner, Central Shenandoah Planning District Commission (10/06-07/07)

Project management for VDOT grants throughout the district. Assist with providing information and guidance to member localities with regard to expanding/changing state regulations with regard to environment and transportation. Acted as staff to the Harrisonburg-Rockingham MPO.

Transportation Planner/Superintendent, City of Harrisonburg, Virginia (09/02-10/06)

Coordinate and manage transportation programs in the City including short- and long-range transportation programming. Develop the transportation component of the 2004 Comprehensive Plan. Manage Public Works CIP Planning process. Director of Neighborhood Traffic Calming Program; staff liaison to appointed boards and commissions. Supervise 13 employees in the Traffic Engineering division.

PROFESSIONAL ACCOMPLISHMENTS

- City of Lexington Comprehensive Plan, 2020
- Town of Farmville Land Use Tools Update, 2020
- Town of Middleburg Comprehensive Plan, 2019
- Harrisonburg Downtown Streetscape Plan, 2014
- 2012 Comprehensive Plan Update, Harrisonburg, VA
- Harrisonburg Pedestrian and Bicycle Plan, 2012 Update
- Served as Interim Public Works Director for City of Manassas Park: January 2016-September 2016; delivered three VDOT locally administered projects and managed daily operations
- Assisted the Town of Dumfries in delivering federal and state funded transportation projects regarding planning, engineering management, utility relocation coordination, right of way acquisition and construction management
- Delivered over \$85 million in transportation projects for City of Harrisonburg between 2002 and 2014
- Project manager for Design & Construction Standards (DCSM) for City of Harrisonburg





Darren K. Coffey, AICP

Director of Strategic Partnerships & Owner

darren@bgllc.net

EXPERIENCE

25+ Years

EDUCATION

Master of Arts in Geography
Rutgers University
New Brunswick, NJ
(1993)

Bachelor of Science in Economics and
Geography
James Madison University
Harrisonburg, VA
(1992)

AFFILIATIONS

American Planning Association
(2000-Present)

Virginia Association of Zoning Officials
(2008-2014)

CREDENTIALS

American Institute of Certified
Planners
(2000-Present)

Certified Zoning Administrator
(2008-2014)

SUMMARY

In-depth local government background; skilled in planning, administration, facilitation, negotiation, analysis, and oral and written communications. Familiar with capabilities of GIS, word-processing, spreadsheet, database, presentation, statistical and financial software. Provide leadership and vision; takes initiative; independent worker, but team oriented; efficient, effective, responsive and responsible.

WORK HISTORY

Director of Strategic Partnerships & Owner, The Berkley Group (6/10-Present)

Created a consulting firm to partner with and support small localities with a variety of plans, projects, and issues of local concern. The firm has over 30 years of collective experience in local government and specializes in Comprehensive Plan development, Zoning & Subdivision Ordinances, public involvement, community mediation, project development & management, grant writing & administration, and other community enhancement projects.

Planning & Community Development Director, Fluvanna County (06/08-03/12)

Responsible for all planning, zoning, and code inspection activities in Fluvanna County. Administer and amend zoning and subdivision ordinances, revise and amend comprehensive plan, implement desired policies and procedures, and facilitate special projects. Attend and participate in Board of Supervisor meetings and oversee all work of the Planning Commission. Provide support to the County Administrator and Assistant County Administrator.

Community Development Director, Louisa County (02/05-06/08)

Responsible for all planning, zoning, and inspection activities in Louisa County. Administer zoning and subdivision ordinances, amend comprehensive plan and related ordinances, modernize office procedures and processes, and facilitate special projects. Attend and participate in Board of Supervisor meetings and organize and help facilitate all Planning Commission work, committees, and work sessions.

Community Development Manager, Town of Blacksburg (03/04-02/05)

Direct the town's Community Development Block Grant (CDBG) programs and projects, as well as the town's neighborhood enhancement (code enforcement) program. Wrote and implemented the town's first Consolidated Plan to meet federal requirements for receiving CDBG funds for low-moderate income activities. Act as town liaison to regional organizations and the Housing Advisory Board. Supervise three full-time employees.

Town Planner, Town of Blacksburg (04/99-03/04)

Responsible for all long range planning projects. Manage the successful implementation of the town's first CDBG grant. Create, implement, and administer the Neighborhood Planning program, Blacksburg Historic District, and mini-grant program. Develop and implement the 2001 Comprehensive Plan and related studies (e.g., Cost Analysis of Land Uses and Economic Development studies), Blacksburg Parks Master Plan, and a regional park master site plan.

PROFESSIONAL ACCOMPLISHMENTS

- Dumfries, VA Comprehensive Plan Update (2013-2014)
- Manassas, VA Zoning Ordinance Update (2013-2015)
- Payson, AZ General Plan Update [with TischlerBise] (2013)
- Fluvanna County Comprehensive Plan (2009)
- Louisa County Comprehensive Plan (2006)
- 2001 Blacksburg eComprehensive Plan
- Managed Blacksburg's Cost of Land Use Study





Kelly Davis, AICP

Director of Planning

kelly.davis@bgllc.net

EXPERIENCE

12+ Years

EDUCATION

Master of Urban and
Regional Planning
Virginia Tech
Alexandria, VA
(2017)

Graduate Certificate in Economic
Development
(2016)

B.S. Land and Water
Resources, Biological Systems
Engineering

Minor: Public and Urban Affairs, Urban
Affairs and Planning
Summa Cum Laude
Virginia Tech
Blacksburg, VA
(2009)

AFFILIATIONS

Leadership Prince William
(2018-2020)

American Planning Association
(2012-Present)

Town of Occoquan Architectural
Review Board (2017-2018)

CREDENTIALS

Institute of Certified Planners
National Charrette Institute
Certified
Engineer in Training

SUMMARY

Detail-oriented and customer-service driven planning professional dedicated to creating vibrant communities through meaningful participation and dialogue.

WORK HISTORY

Director of Planning, The Berkley Group (2019-Present)

Serves as Director of Planning for The Berkley Group's Planning Team. Oversees a team of planners providing planning services to localities throughout Virginia. Services include performing special planning studies, interpretation and development of land use policies and regulations, undertaking long-range planning projects and assessments, conducting housing and economic development studies, and providing effective project management for all of our client's needs.

Served as project manager on the following projects:

- City of Lexington 2040 Comprehensive Plan
- Town of Farmville Comprehensive Plan and Zoning/Subdivision Ordinance Update
- Town of Mount Jackson Zoning Ordinance Update
- Northampton County 2040 Comprehensive Plan
- Greenville County 2040 Comprehensive Plan
- Page County Zoning, Subdivision, and Floodplain Ordinance Update
- Essex County Zoning and Subdivision Ordinance Update
- Housing study for Lunenburg County and Towns of Victoria & Kenbridge
- City of Manassas Annaburg Park Master Plan

Senior Planner, City of Manassas, Virginia (2015-2019)

- Developed and managed long-range plans and studies, including the 2040 Comprehensive Plan update, which was awarded the APA Virginia 2020 Commonwealth Plan of the Year.
- Led the Manassas Community Conversations community engagement initiative, which was awarded the APA Virginia 2020 Old Dominion Innovative Approaches award.
- Oversaw development of a Citywide comprehensive housing plan (2019) and a neighborhood housing & revitalization study (2018).
- Managed development of the City's first Parks, Recreation, and Culture Needs Assessment & Facilities Plan and corresponding Comprehensive Plan update.
- Reported and presented to citizen groups and elected and appointed bodies, including City Council, Planning Commission, and Manassas Business Council.
- Provided community engagement and planning support for capital projects that promote quality of life and encourage reinvestment in the community. Examples include commercial corridor revitalization and fire station site selection.
- Oversaw development entitlement process for rezoning and special use permit cases.
- Authored grant applications and managed grants.
- Served as the department's technical contact for GIS data and demographics.
- Supported the comprehensive zoning ordinance update, which created a modern, user-friendly ordinance to streamline administration, align with state code, and support the City's economic development and customer service goals.

Facilities Planner, Eastern Research Group (2009-2014)

- Provided facility planning, long-range planning, policy development, and project management for federal clients, including Navy, Army Corps of Engineers, Department of Justice, and the Pentagon.
- Provided full range of planning services for federal construction projects, including Congressional programming documents, site selection, mapping, construction cost estimates, briefs, economic analyses, LEED sustainability analyses, and concept studies.





Michael D. Zehner, AICP, ENV SP

Director of Environmental Programs

michael.zehner@bgllc.net

EXPERIENCE

20 Years

EDUCATION

Bachelor of Arts in Political Science
Virginia Tech
Blacksburg, VA
(1999)

AFFILIATIONS

American Planning Association
(2003-Present)

Vice Chair

APA-NC Legislative Committee
(Present)

Legislative Chair

Massachusetts Association of Planning
Directors
(2018-2019)

Northeast Region Representative
APA-MA Chapter Board of Directors
(2017-2019)

Officer

Virginia Tech Alumni Association
New England Chapter
(2015-2019)

CREDENTIALS

American Institute of Certified
Planners
(2010-Present)

Envision Sustainability Professional
(2021-Present)

SUMMARY

Experienced municipal planner with a focus on hazard mitigation, resiliency, and environmental planning. Values public service, and appreciates an organic, no idea is bad, process to developing solutions to challenging problems.

WORK HISTORY

Director of Environmental Programs, The Berkley Group (09/21-Present)

Manages the delivery of the Berkley Group's environmental programs to local and regional governments; projects and services focus on coastal and environmental resource management, hazard mitigation, resiliency, solar and renewables ordinance and project review.

Director of Planning & Development, Town of Nags Head, NC (02/19-09/21)

Director of the Town's Planning & Development Department, responsible for building permitting and inspections, code enforcement, and planning. Met board and management directive to reduce building permit turnaround time, resulting in a reduction in average processing days from 9 days to 4 days; measures instituted included revision of communication and workflow protocols, staff training and coaching, and initiating online platform for permitting. Secured approximately \$300,000 in grants and technical assistance.

Planning Director, Town of Wellesley, MA (12/13-01/19)

Led planning activities for the Town under the direction of an elected Planning Board; responsible for department administration, oversight of budget and projects, and direction of Senior Planner and Planner positions. Served as Transportation Improvement Program representative to the Boston Metropolitan Planning Organization and the Town's primary staff liaison to the Metropolitan Area Planning Council (Greater Boston regional planning agency) and MetroWest Regional Collaborative subregion.

Director of Planning & Development, City of Lexington (06/12-12/13)

Managed the City's Planning and Development Department, including zoning, permitting, inspections, and housing functions; supervised staff included Inspector of Buildings/Fire Marshall and Housing Coordinator. Coordinated all planning, zoning, housing, and land development matters within the City and in service to the City's Mayor and Council, Planning Commission, Architectural Review Board, and Board of Zoning Appeals; served as Zoning Administrator, Subdivision Administrator, and Erosion and Sediment Control Program Administrator.

Assistant Planning Director, Town of Wellesley, MA (08/09-06/12)

Managed and assisted in planning studies and special projects, including site redevelopment analysis, master planning for a multi-school renovation initiative, recreation site visioning, fixed-route bus service planning, and economic development initiatives.

PROFESSIONAL SERVICE & PROJECT EXPERIENCE

- Outer Banks Regional Hazard Mitigation Plan, Nags Head, NC
- Decentralized Wastewater Management Plan Update, Nags Head, NC
- Estuarine Shoreline Management Plan, Nags Head, NC
- Disaster Preliminary Damage Assessment, Hurricane Dorian, Nags Head, NC
- "40R" Smart Growth Overlay District Bylaw, Town of Wellesley, MA
- Large-Scale Solar Overlay Bylaw, Town of Wellesley, MA
- Housing Production Plan, Town of Wellesley, MA
- Unified (Comprehensive) Plan, Town of Wellesley, MA
- Downtown Enhancement Plan, City of Lexington, VA





Rebecca S. Cobb, CZA

Senior Planner

rebecca.cobb@bgllc.net

EXPERIENCE

14+ Years

EDUCATION

Bachelor of Science

Minor: Environmental Science

Longwood University

Longwood, VA

(2004)

AFFILIATIONS

American Planning Association

(2019)

CERTIFICATIONS

Certified Zoning Administrator

(2019)

SUMMARY

Proactive Planner with a strong foundation in environmental science and experience with federal, state and local regulation. Excellent leader as well as a dedicated team member, organized, professional, and detail oriented.

WORK HISTORY

Senior Planner, The Berkley Group (04/19-Present)

Serves as a Senior Planner for the Berkley Group providing project management and expertise for various planning projects. Areas of expertise include zoning and ordinance updates, comprehensive planning, transportation, environmental policy, and public engagement/facilitation. Subject matter expert on local government regulation and permitting of utility-scale solar energy facilities with topic presentations to national APA and APA Virginia. Served as lead planner on the following projects:

- Town of Farmville Comprehensive Plan and Zoning/Subdivision Ordinance Update
- Town of Mount Jackson Zoning Ordinance update
- Northampton County 2040 Comprehensive Plan
- Essex County Zoning and Subdivision Ordinance update
- King William County Zoning and Subdivision Ordinance update
- Lunenburg County and Towns of Victoria & Kenbridge Housing Study

Planner/Zoning Administrator, Buckingham County, VA (08/07-03/19)

Drafted local ordinances and regulations; Composed enforcement letters and obtained warrants; Assisted public with permit applications; Issued permits and approved surveys; Lead Public Meetings; Utilized GIS for data collection and mapping; Administered the Erosion & Sediment Control Program. Major accomplishments include rewriting the County's Zoning Ordinance and completing a redistricting of the County following the 2010 Census.

Air Compliance and Enforcement Specialist, Virginia Department of Environmental Quality (07/05-07/07)

Conducted site inspections to determine compliance with Virginia Department of Environmental Quality regulations; Prepared and reviewed compliance reports; Queried software for information; Interpreted new environmental laws for enforcement; Investigated complaints from citizens.

SKILLS

- Administration
- GIS Analysis
- Public Facilitation
- Federal, State, and Local Regulations and Enforcement
- Environmental Policy





Catherine Redfearn

Principal Planner

catherine@bgllc.net

EXPERIENCE

15+ Years

EDUCATION

Masters of Urban and Environmental
Planning

University of Virginia
Charlottesville, VA
(2010)

BA in Architectural History
University of Virginia
Charlottesville, VA
(2005)

PROFESSIONAL TRAINING

Certified Planning Commissioner
Training (2018)

Preservation Leadership Training/
Advanced, National Trust for Historic
Preservation (2011)

Advanced Geographic Information
Systems, University of Virginia (2009)

Falmouth Field School in Historic
Preservation, Falmouth Jamaica,
University of Virginia (2009)

Placemaking Workshop, University of
Virginia (2007)

SUMMARY

Creative community planner and placemaker with a talent for translating a community's unique assets and identity into sustainable strategies. Uses technology and design to create functional, 21st-century planning documents. Areas of expertise include long range planning and analysis, community preservation and placemaking, mapping and design, community outreach and project branding.

WORK HISTORY

Principal Planner, The Berkley Group (03/18-Present)

Serves as a Principal Planner for the Berkley Group providing support and expertise for long-range and specialized planning projects. Projects include comprehensive plans, comprehensive economic development strategies, land use analysis, specialized planning projects, historic preservation plans, design guidelines, public board trainings, project branding and community outreach.

Principal, Partners for Place (06/10-03/18)

Founded and managed a consulting firm specializing in community preservation and urban design. Completed a wide range of projects focused on helping small communities and rural areas facing growth pressure, protect and build plans based on their unique character, history, and assets.

Stewardship Officer, Virginia Outdoors Foundation (09/07-08/10)

Monitored conservation easements for compliance with legal deed of easement. Worked with landowners to resolve compliance issues and develop strategic approaches to land and historic property management. Produced reports detailing conditions of property under easement. Conducted deed research and property history surveys.

Planner, Thomas Jefferson Foundation (04/05-09/07)

Developed and conducted a seasonal viewshed monitoring strategy to document development occurring within sight of the historic Monticello mountaintop. Drafted design guidelines to minimize visual impact of new development occurring around the historic property. Conducted research and drafted language to create the Monticello Historic District.

PROFESSIONAL ACCOMPLISHMENTS

- Your Northampton 2040 Comprehensive Plan, Northampton County, VA (2021)
- Lexington 2040 Comprehensive Plan, Lexington, VA (2020)
- Farmville Comprehensive Plan, Farmville, VA (2019)
- Comprehensive Economic Development Strategy, Commonwealth Regional Council, VA (2018)
- Lufkin Comprehensive Plan, Lufkin, TX (2017)
- Lexington Architectural Review Board Training, Lexington, VA (2016)
- Miami's Commitment to Excellence Comprehensive Plan, Miami, OK (2015)
- One Community. One Future Guymon Comprehensive Plan, Guymon, OK (2014)
- St. John School Preservation Plan, Gordonsville, VA (2014)
- Envision Woodward Comprehensive Plan, Woodward, OK (2013)
- Historic District Design Guidelines, Enid, OK (2013)
- Southeast and Southwest Subarea Plans, El Reno OK (2012)
- Seminole 2030 Comprehensive Plan, Seminole, OK (2012)
- Tecumseh Tomorrow Comprehensive Plan, Tecumseh, OK (2012)
- Come Home to Lindsay Comprehensive Plan, Lindsay, OK (2012)
- Belmead Preservation Planning, Powhatan, VA (2010-2012)





Maxie Brown, AICP, CZA

Executive Manager

maxie.brown@bgllc.net

EXPERIENCE

30+ Years

EDUCATION

Associate of Applied Sciences in
Secretarial Management /Business
Management

Germanna Community College
Locust Grove, VA

CREDENTIALS

American Institute of Certified
Planners

Certified Zoning Administrator

Virginia Real Estate License

AFFILIATIONS

Virginia Regional Transit, Board
Chairman

SUMMARY

Planning and zoning professional with extensive experience in all aspects of zoning and planning administration, including: permitting, code enforcement, development review, budgeting and board coordination.

WORK HISTORY

Executive Manager, The Berkley Group (Present)

Provides experienced management and support services to localities through the Executive Transition Assistance Program. Oversees virtual and contract planning and zoning staff at various localities. Provides planning and zoning support for Accomack County and the Towns of Scottsville and Windsor.

Zoning Administrator, Town of Culpeper (2001 - 2018)

- Oversaw, enforced, administered and interpreted the Town's Zoning, Subdivision and Development-related codes and ordinances.
- Staff liaison to the Planning Commission, Board of Zoning Appeals, Parking Authority, and Public Transportation Board.
- Prepared amendments and ordinance changes/updates to the Town's Zoning, Subdivision and development related codes.
- Supervised, coordinated zoning and code inspection services; issued violation notices and correction orders; took corrective/remedial action as warranted.
- Reviewed site plans and applications for compliance with codes.
- Acted in the absence of Department Head.
- Supervised site plan and subdivision review and approvals.
- Assisted with budget and capital improvements planning.
- Reviewed, analyzed and prepared reports for rezoning, conditional use permits, variances, prepare power point presentations to Boards, Commissions and Council.
- Supervised the issuance of all permits, including zoning permits, sign permits, home occupations, business licenses, changes of use, as-built plans, minor plans, leased and residential parking permits,

Assistant Zoning Administrator/Planner, Town of Culpeper (1994 - 2001)

- Developed ordinance amendments to require landscaping, sidewalks and lighting for new developments.
- Assisted in the enforcement and administration of the Town's Zoning, Subdivision and Development-related codes and ordinances.
- Prepared agendas and packets for boards, commissions.
- Issued sign permits, assist with departmental budget.
- Issued violation notices and correction orders, remedial action.

Deputy Zoning Administrator, Town of Culpeper (1985 - 1994)

- Issued sign permits, parking permits.
- Prepared agendas and packets for boards, commissions, etc.
- Prepared department databases; set up file systems.
- Developed new procedures for receiving site plans and development related activities.





L. Kimball Payne III

Executive Manager

kimball.payne@bgllc.net

EXPERIENCE

35+ Years

EDUCATION

Senior Executive Institute
University of Virginia
Charlottesville, VA
(1994)

Master of Arts in Public Administration
University of Virginia
Charlottesville, VA
(1984)

Master of Planning
Concentration in Policy Analysis
University of Virginia
Charlottesville, VA
(1983)

B.A. in Botany
Duke University
Durham, NC
(1975)

CREDENTIALS

International City/County
Management Association (ICMA)
Credentialed Manager
(2004 – Present)

MILITARY SERVICE

Naval Flight Officer
NROTC Instructor
Retired as Commander, USNR

SUMMARY

In-depth local government background with extensive experience running full service governments. Strong emphasis in project management, administration and economic development. Provides leadership and vision; team oriented; efficient, effective, responsive and responsible.

WORK HISTORY

Executive Manager, The Berkley Group (06/17-Present)

Serves as an Executive Manager for the Berkley Group's Executive Transition Assistance (ETA) Program. The ETA program offers interim assistance, executive recruitment services, strategic planning, Board/Council retreats, and other services, as needed.

City Manager, City of Lynchburg (2/01 – 6/16)

Served as Chief Administrative Officer providing general oversight of operations for a city of approximately 50 square miles with a population of 78,000. Supervised fifteen departments providing a full range of municipal services with FTE staff of approximately 1200 and an annual operating budget of \$170 million (\$300 million all funds). Utilizing a values-driven team approach enjoyed success in a number of areas including a Community Dialogue on Race and Racism initiated in response to a tragic event; developing a plan for improvements to the City baseball stadium and negotiating a contract to keep its minor league team; implementing financial management policies that resulted in an upgrade of the City's bond rating; completing significant capital projects including LEED certified Juvenile & Domestic Relations Courthouse and Sandusky Middle School; and leading multiple efforts and partnerships resulting in significant revitalization of downtown Lynchburg, including the Bluffwalk Center, the Virginian Hotel, and the Upper Bluffwalk pedestrian path.

County Administrator, Spotsylvania County (2/87 – 2/01)

Served as Chief Administrative Officer of a rapidly growing suburban and rural community encompassing 407 square miles and a population of over 90,000. Oversaw daily operations with a FTE staff of 500 in 12 departments and an annual budget of \$220,000,000. Responsible for preparation and implementation of the annual operating budget and Capital Improvement Plan.

Assistant County Administrator, Spotsylvania County (2/84 – 2/87)

Assisted the County Administrator in all aspects of County government including budgeting, planning, personnel management, economic development, Board of Supervisors' support, constituent services, and meeting preparation. Assisted in the start up of the Information Services and Economic Development departments. Managed environmental cleanup of a 234 acre/ 1 million square foot industrial site (cellophane plant) purchased by the County. Led a review of the comprehensive plan, prepared a written analysis of the plan and rewrote the plan. Managed various building projects including wastewater treatment plant and administration building.

AWARDS & RECOGNITIONS

- Lynchburg Capital Improvement Plan
- Initiated first Spotsylvania County Capital Improvements Plan
- Developed Spotsylvania County Fiscal Policy Guidelines
- Spotsylvania Comprehensive Plan





Margaret M. Schmitt

Executive Manager

margaret.schmitt@bgllc.net

EXPERIENCE

30+ Years

EDUCATION

Master of Public Administration
George Washington University
Washington, DC

Bachelor of Arts in Sociology
St. Leo College
St. Leo, Florida

Advanced Facilitation
University of North Carolina at
Chapel Hill

Leading Educating and Developing
(LEAD) Program
Weldon Cooper Center
University of Virginia
Charlottesville, VA

MEMBERSHIPS

International Public Managers
Association for Human Resources –
IPMA-HR

IPMA-HR Virginia Chapter (current
Board of Directors –Western Region
Representative)

Society for Human Resource
Management – SHRM

SUMMARY

Human Resources executive experienced in change management, strategic planning, and implementing innovative human resources programs including workforce development, work redesign and system alignment.

WORK HISTORY

Executive Manager, The Berkley Group (2018 - Present)

Provides human resources support and guidance for the Berkley Group's Executive Transition Assistance (ETA) Program. The ETA offers on-site/virtual interim assistance, executive recruitment, pay and compensation studies, and other support services, as needed.

Director of Human Resources, City of Lynchburg (1999 - 2016)

Provide leadership, evaluation and recognition for a department of eight full-time and two part-time employees providing recruitment, compensation, employee relations, benefit ts management, occupational health, employee relations, organization development and policy management services for a municipal workforce of 1250 full-time and 275 part-time employees. Advise the City Manager and interact regularly with City Council, City Manager and other Strategic Leaders to provide human resources information and effective strategies for organizational improvement. Lead organization-wide projects such as compensation studies, training plan development, personnel policies development, requests for proposals for new and continuing benefits administration and employee development. Work directly with the City Manager and City Council to develop and implement innovative responses to highly sensitive and public issues such as increasing medical costs, public safety turnover and morale issues. Develop, manage and monitor a \$725,000 Human Resources/Occupational Health budget and a \$2.7M nondepartmental budget. Certified through SHRM, IPMA-HR and HRCI.

Human Resources Manager, City of Hampton (1995 - 1999)

Worked at the most senior level of a self-managed team to provide human resources services to a group of user departments and to increase the capacity of the workforce through a combination of strategic planning, policy development and workforce developmental activities. Worked directly with department heads and employees to meet recruitment and placement, compensation, training, employee relations and organizational development needs. Acted as an internal consultant to departments to redesign work, restructure as needed and develop integrated support systems to maintain change. Performed duties of Project Manager to guide the purchase and implementation of a new Human Resources Information System.

PROFESSIONAL ACCOMPLISHMENTS

- Coordinated recruitment of executive level employees - worked directly with elected officials to develop recruitment profiles, develop and implement in-house recruitment strategies, coordinate screening and interviewing and negotiate contracts.
- Developed and implemented enterprise wide policies and programs such as a workforce development continuum, performance management and evaluation, paid time off, market based compensation programs.
- Developed and implemented web-based systems including web-sites, employment application, on-boarding and employee self-service.
- Member of human resources team winning the 1995 "Optimas Award for Overall Excellence" awarded by "Personnel Journal".





Company Profile

Waypoint360, LLC is a local government consultant providing 360° asset and service delivery analysis and implementation to save costs, increase revenue, or improve service delivery and efficiency by matching client needs with the right partner that can deliver results.

Formed in 2020 by the founders and leadership of The Berkley Group, Waypoint360 was conceived based on the following premise:

Every town, city, and county provide key services for its citizens and manage buildings, equipment, vehicles, and other capital assets. This portfolio of assets and services is often overseen by departments without the benefit of an overall organizational analysis of how operations are being conducted and assets being managed. *Waypoint360 performs this initial assessment for free and makes recommendations for areas of improvement.* We only benefit if you benefit.

Our leadership team brings 60+ years serving localities directly as local government staff and, since 2010, as professional consultants serving only the public sector. We have strong relationships with local governments, state officials, and private sector vendors serving local government. *We know quality and innovation and work only with the best companies in the business.*

DARREN COFFEY, AICP
Managing Partner
P.O. BOX 322
BRIDGEWATER, VA 22812

Whether it's asset management, financial investment, healthcare, fleet management, insurance, or any other aspect of local government operations, our team assesses your effectiveness and makes recommendations for improvements. Clients choose which areas they'd like to explore further, and then Waypoint360 matches up their needs with providers we recommend and endorse. *The highest performing organizations know that there is always room for improved success!*

Our assessment process requires a minimal time commitment from staff and is completed in a short timeframe with specific recommendations for the organization. *This process will have a positive organizational impact!* We are ready to assist you at any time!

Client References

Town of Crewe, VA

Town of Farmville, VA

Town of Occoquan, VA

Albemarle County, VA

Chesterfield County, VA

Essex County, VA

Virginia Association of Counties
(VACO)



DARREN K COFFEY,
AICP

EXPERIENCE
26 Years

EDUCATION
MA in Geography, Rutgers
University, New Brunswick, NJ
(1993)
BS in Economics and
Geography, James Madison
University, Harrisonburg, VA
(1992)

AFFILIATIONS
American Institute of Certified
Planners (AICP), 2000-present
Virginia Association of Zoning
Officials Certified Zoning
Administrator (CZA),
2008-2014



SUMMARY

In-depth local government background; skilled in planning, administration, facilitation, negotiation, analysis, and oral and written communications. Provide leadership and vision; take initiative; independent worker, but team oriented; efficient, effective, responsive and responsible.

WORK HISTORY

Managing Partner, Waypoint360 (1/20 – present)

Created a consulting firm to partner with and support localities by performing an assessment process to become more efficient and effective. The firm has over 60 years of collective experience in local government.

Principal, Berkley Group (6/10 - present)

Created a consulting firm to partner with and support localities on a wide variety of local challenges. The firm has over 1000 years of collective experience in local government and specializes in providing superior service delivery and support for any area of local government from administration to human resources, finance, planning, community development, public safety and beyond.

Planning & Community Development Director, Fluvanna County, (6/08-3/12)

Responsible for all planning, zoning, and code inspection activities in Fluvanna County. Administer and amend zoning and subdivision ordinances, revise and amend comprehensive plan, implement desired policies and procedures, and facilitate special projects. Attend and participate in Board of Supervisor meetings and oversee all work of the Planning Commission. Provide support to the County Administrator and Assistant County Administrator. Served as Interim County Administrator from November 2011 until March 2012.

Community Development Director, Louisa County, (2/05-6/08)

Responsible for all planning, zoning, and inspection activities in Louisa County. Administer zoning and subdivision ordinances, amend comprehensive plan and related ordinances, modernize office procedures and processes, and facilitate special projects. Attend and participate in Board of Supervisor meetings and organize and help facilitate all Planning Commission work, committees, and work sessions. Provide support to the County Administrator and Deputy County Administrator as needed. Supervise a department of over 18 employees.

Community Development Manager, Town of Blacksburg, (3/04-2/05)

Direct the town’s Community Development Block Grant (CDBG) programs and projects, as well as the town’s neighborhood enhancement (code enforcement) program. Wrote and implemented the town’s first Consolidated Plan to meet federal requirements for receiving CDBG funds for low-moderate income activities. Act as town liaison to regional organizations and the Housing Advisory Board. Supervise three full-time employees.

Town Planner, Town of Blacksburg, (4/99-3/04)

Responsible for all long range planning projects. Manage the successful implementation of the town's first CDBG grant. Create, implement, and administer the Neighborhood Planning program, Blacksburg Historic District, and mini-grant program. Develop and implement the 2001 Comprehensive Plan and related studies (e.g., Cost Analysis of Land Uses and Economic Development studies), Blacksburg Parks Master Plan, and a regional park master site plan. Assist Development Administrator with zoning development/enforcement, plan review, staff reports/presentations. Staff liaison to the Long Range Planning committee of the Planning Commission and the Corridor Committee. Supervise the Comprehensive Planner and numerous intern positions.

Planner, Mecklenburg County Park and Recreation Department, (2/95-4/99)

Park Planner for the North Park Region including the creation of master plans; land acquisition/development; identification of long range needs; and provision of technical support for regional staff. Conduct community workshops. Update the Park Master Plan and Greenway Master Plan with planning team members and the Planning Commission. Annually redevelop the department's Capital Needs Assessment (CNA) and derive funding proposals. Manage construction projects including trails, playgrounds, shelters, and recreation centers. Initiated a new GIS position and centralized database development/management. Serve as the department's transit liaison for the 2025 Integrated Transit/Land-Use Plan. Implement joint use agreements with other public agencies.

PROFESSIONAL ACCOMPLISHMENTS

Planning

- Dumfries, VA Comprehensive Plan Update (2014)
- Manassas, VA Zoning Ordinance Diagnostic & Amendment (2013-)
- Payson, AZ General Plan Update [with TischlerBise] (2013)
- Buckingham County, VA Comp Plan/Zoning & Subdivision Ordinance Diagnostic (2013)
- Fluvanna County Comprehensive Plan (2009)
- Louisa County Comprehensive Plan (2006)
- Louisa County Shoreline Management Regulations
- Affordable housing programs, policies, and committees
- Blacksburg Consolidated Plan
- 2001 Blacksburg eComprehensive Plan
- Neighborhood Planning program for Town of Blacksburg
- Blacksburg Historic District implementation
- Brown Farm Park Site Master Plan development
- Mecklenburg County Park Master Plan update
- Mecklenburg County Greenway Master Plan

Economic Development

- Oversee Zion Crossroads commercial development
- Managed Blacksburg's Cost of Land Use Study
- Capital Improvements Programs
- 1995 & 97 Two-Thirds Bonds
- 1995 General Obligation Bond
- Capital Needs Assessment
- ISTE/TEA-21 Enhancement Grants

Project Management

- Water Supply Master Plan
- Telecommunications Master Plans
- DHCD grants for housing,/community development
- Update locality's Permit Software to web-based platform
- Roanoke-Lee Street Affordable Housing Project
- SkatePark -- Mecklenburg County's first skateboard park
- Nevin Community Park
- Mallard Creek Community Park - Phase II
- Mallard Creek Recreation Center
- Mallard Creek Greenway expansion
- Hornets' Nest Park redesign and rehabilitation
- Americans with Disability Act upgrades





Re: RFP for Non-Professional Services

Jani Hostetter, City Clerk
300 East Washington Street
Lexington, VA 24450

July 18, 2022

It is an honor to be invited to bid on this important work for the City of Lexington, Virginia. Commonwealth Community Connections (CCC LLC) is pleased to submit the attached statement of qualifications as part of the Berkley group team. Here at CCC LLC, we know how valuable support can be for local governments, often limited in staff capacity. We are specialized in embedded office support and can work on Lexington projects in a manner that is seamless to the public. As a company located in Collierstown, right outside of Lexington, we are pleased to offer in-person support capabilities and our local knowledge of the area.

We are excited to be included on this bid, and know our services will be a great fit. We'd like to bring our enthusiasm to the table for implementation of the bike and pedestrian plan recently completed, as well as bring our knowledge of micro-mobility planning and programming to the transportation alternatives conversation. CCC LLC would also bring energy to any electric vehicle action planning, freight planning, multimodal corridor planning, or sustainability planning included in the City's work plan. Additionally, we'd like to offer our expertise in equity planning, and invite the addition to our 'to-do' list any help needed to implement the City's equity goals in the master plan. Lastly, our company would propose staff assistance to any planning project within Lexington's purview. No project is too small for our woman-owned, micro-business, and we'd love to help in the day-to-day tasks of making Lexington work for everyone!

From the stated RFP, CCC LLC is qualified to provide assistance for:

- Auxiliary local government services
- Virtual (remote) local government services
- Current and long range planning
- Public outreach and meeting facilitation
- Municipal project development and management
- Economic development
- Public works assistance
- Other local government related administrative tasks or non-professional services

Looking forward to collaboration,

Kelli Nash Rowan
President and Lead Project Manager
Commonwealth Community Connections LLC
104 Hayslette Road
Lexington VA 24450
804 317 0547
kellirowan@cccplanning.com

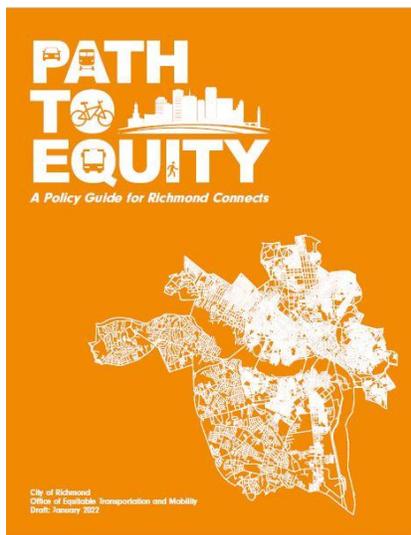
Statement of Qualifications & Key Personnel for Commonwealth Community Connections, LLC

Kelli Nash Rowan – President and Principal Project Manager

Ms. Rowan will be the principal project manager on this contract. She comes with extensive project management experience in the multimodal and equity centered transportation planning field. Key projects for which Ms. Rowan has been the lead project manager are detailed below.



Path to Equity: Policy Guide for Richmond Connects

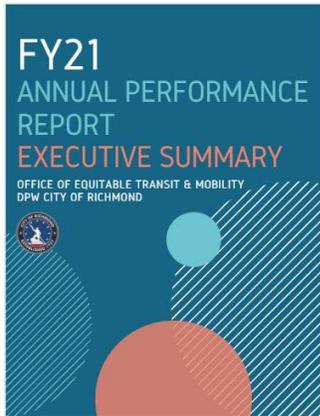


Working with various stakeholders, offices within the City of Richmond, and most importantly – the residents of Richmond – Ms. Rowan led the development of an equity centered policy guide for Richmond’s strategic multimodal transportation plan. This effort included extensive research into and documentation of the injustices spurred by past land-use and transportation planning decisions. This information was shared with the public and a set of policy statement, called equity factors, were developed to articulate the desired outcomes of an equitable transportation network. Guiding Principles for how to implement this work were also laid out, and are serving as the bedrock upon which the Richmond Connects plan is being built. This work has been featured in the 2022 National APA conference, the Virginia Transit Association Conference, the Virginia APA conference, and was awarded an

honorable mention by the APA VA awards committee. Check out the final plan and website, developed by Ms. Rowan, at www.rva.gov/path2equity.

This planning process featured novel approaches to equitable outreach during the pandemic. One feature of the engagement plan was a series of ‘Tacos for Transportation’ events where the city brought out a taco truck into underserved communities and offered a fun environment for folks to come chat about equitable transportation, take the Path to Equity survey, and most memorably – eat free tacos! Engagement also included the hiring and training of a team of community ambassadors to help reach the underserved and to be the voice of the everyday Richmonders on the advisory committee.



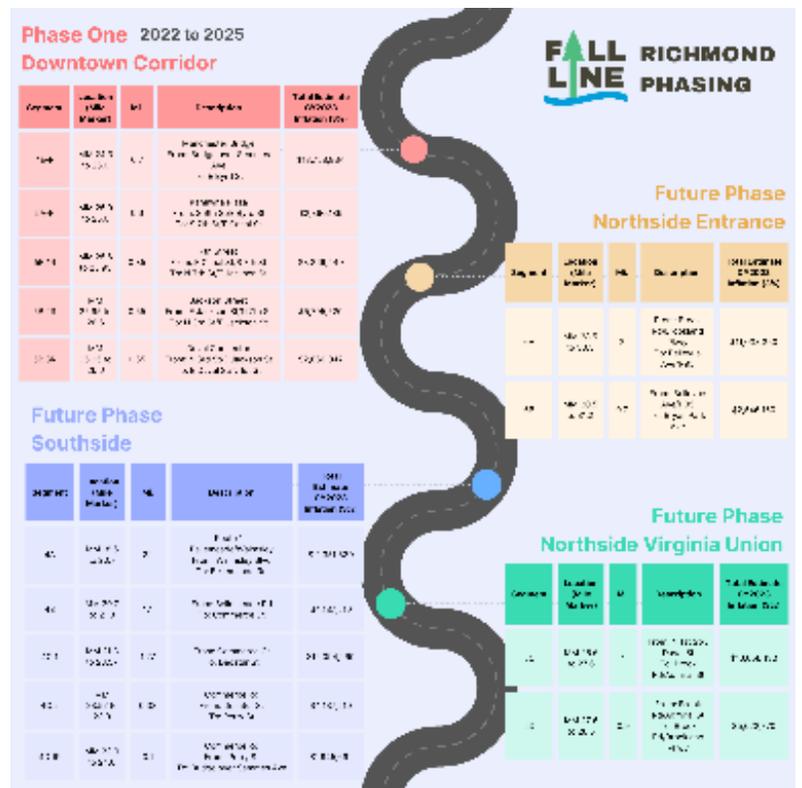
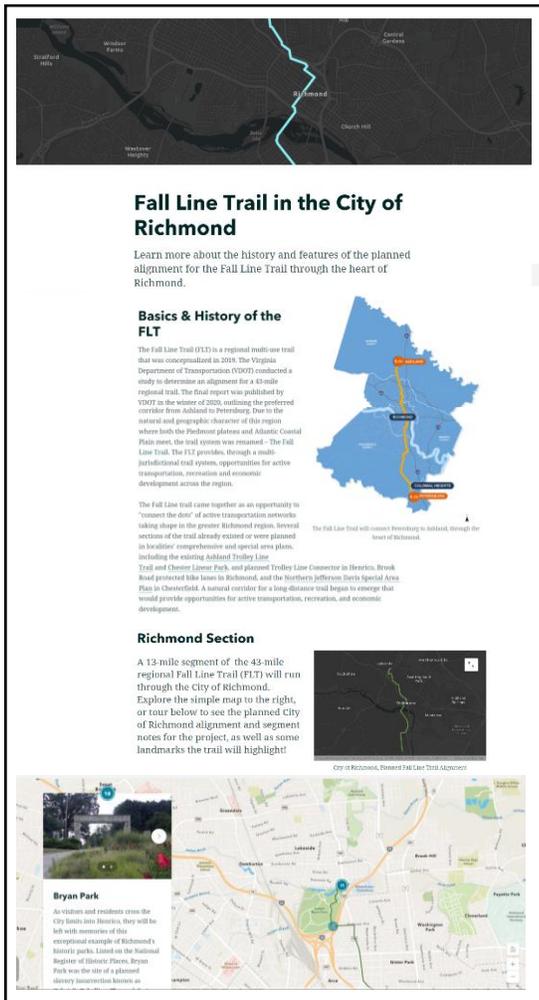


Office of Equitable Transit and Mobility Annual Performance Report

Kelli is also an expert in the field of internal goal setting and performance tracking. For FY21 and FY22, Ms. Rowan coordinated the team in the Office of Equitable Transit and Mobility, housed within the department of public works, to develop a set of performance goals and targets. These range from procurement and equity goals, to training and grant leveraging goals for the office staff. Ms. Rowan held data collection meetings and synthesized all data to produce a final report for DPW leadership and the public, which can be found [here](#).

Fall Line Trail Website

A recent project Ms. Rowan completed was the creation of an interactive web page for the Fall Line Trail, a multiuse path that will connect Ashland to Petersburg through the heart of Richmond. The City requested this page to feature the alignment and segment phasing for the project, and Ms. Rowan delivered this page in under two weeks!



CCC LLC knows the importance of creating visually appealing infographics and an interactive web presence. The screen shot to the left is of the [Fall Line Trail story map](#), which included the graphic above, to depict the phasing and budgeting for the project.

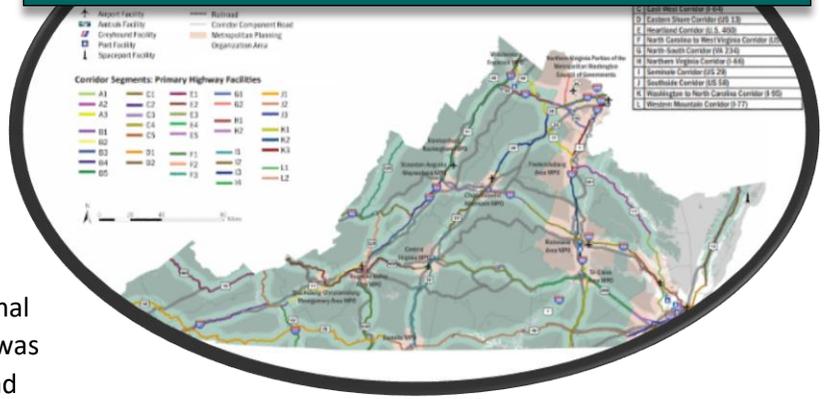
VTrans2040 – Virginia’s Multimodal Statewide Plan

While at the Office of Intermodal Planning and Investment, Ms. Rowan led the development of both the VTrans Policy document as well as the mid-term VTrans needs assessment. This project included extensive statewide outreach, the coordination of several planning committees, and the complex task of gaining consensus on the plan from all the modal agencies involved in statewide planning.

VTrans Multimodal Transportation Plan

As part of the Virginia Multimodal Transportation Plan (VMTP), VTrans’ mid-range planning document, Corridors of Statewide significance, Regional Networks, and Urban development areas were all studied. The performance metrics developed for each of these travel markets was unique, and the application of a cross section of needs metrics was applied segment by segment for the Corridors of Statewide Significance and Region by Region for the regional networks. An emphasis for this planning effort was driving job creation and employee attraction and retention, as well as creating great places for businesses.

The VTrans2040 Vision Document laid the Vision, Goals, and Guiding Principles for the planning process that followed in the VMTP Needs Assessment and Scenario Plan.



METHODOLOGY, DATA SOURCES, AND PROFILES

Summary of Needs

CoSS Needs for each Corridor segment were developed using the methodologies outlined in this report. All of the identified needs for each Corridor segment are outlined and summarized in a Summary of Needs, which highlights each of the CoSS Needs categories using a distinct color. These summaries (example shown at right) include both a map and a list with text descriptions of each need. The map and list are tied together through the use of a unique identifier for each need. The approximate location of each need is shown on the Summary of Needs Map along with the icons associated with each of the CoSS Needs categories. More information about each need, including a more detailed and specific geographic location can be found in the Summary of Needs list under the appropriate identifier. For needs that address a larger geographic area or an entire segment, appropriately colored lines were used to denote the scale of the need. These lines do not represent specific facilities or construction projects, and are only meant to convey the need as a segment-wide concern. These Summaries of Needs outline the intercity travel needs that should be addressed by the Commonwealth's transportation network. As such, projects applying for consideration under HB2 must demonstrate that they can meet one or more of these needs.

Sample "Summary of Needs" Pages

A3 SEGMENT NEEDS

Summary of Needs - A3 Segment	
A.	Unidirectional connectivity to transit modes at park and ride lots
B.	Clear space and safety concerns at interchange of I-81/57 and SR 5
C.	SR 17 north of Frontenac/US 58 access routes between Laurel Hill and Westwood Parkway
D.	SR 17 between Frontenac/US 58 access routes between Laurel Hill and SR 1
E.	SR 17 Frontenac/US 58/US 58 access routes between Laurel Hill and SR 1
F.	SR 17 between Frontenac/US 58 access routes between Frontenac and SR 1
G.	Unidirectional connectivity from Frontenac/US 58 access routes to SR 1
H.	No parallel highway for SR 17
I.	Unidirectional connectivity from Frontenac/US 58 access routes to SR 1
J.	Unidirectional connectivity from Frontenac/US 58 access routes to SR 1
K.	Unidirectional connectivity from Frontenac/US 58 access routes to SR 1
L.	Unidirectional connectivity from Frontenac/US 58 access routes to SR 1

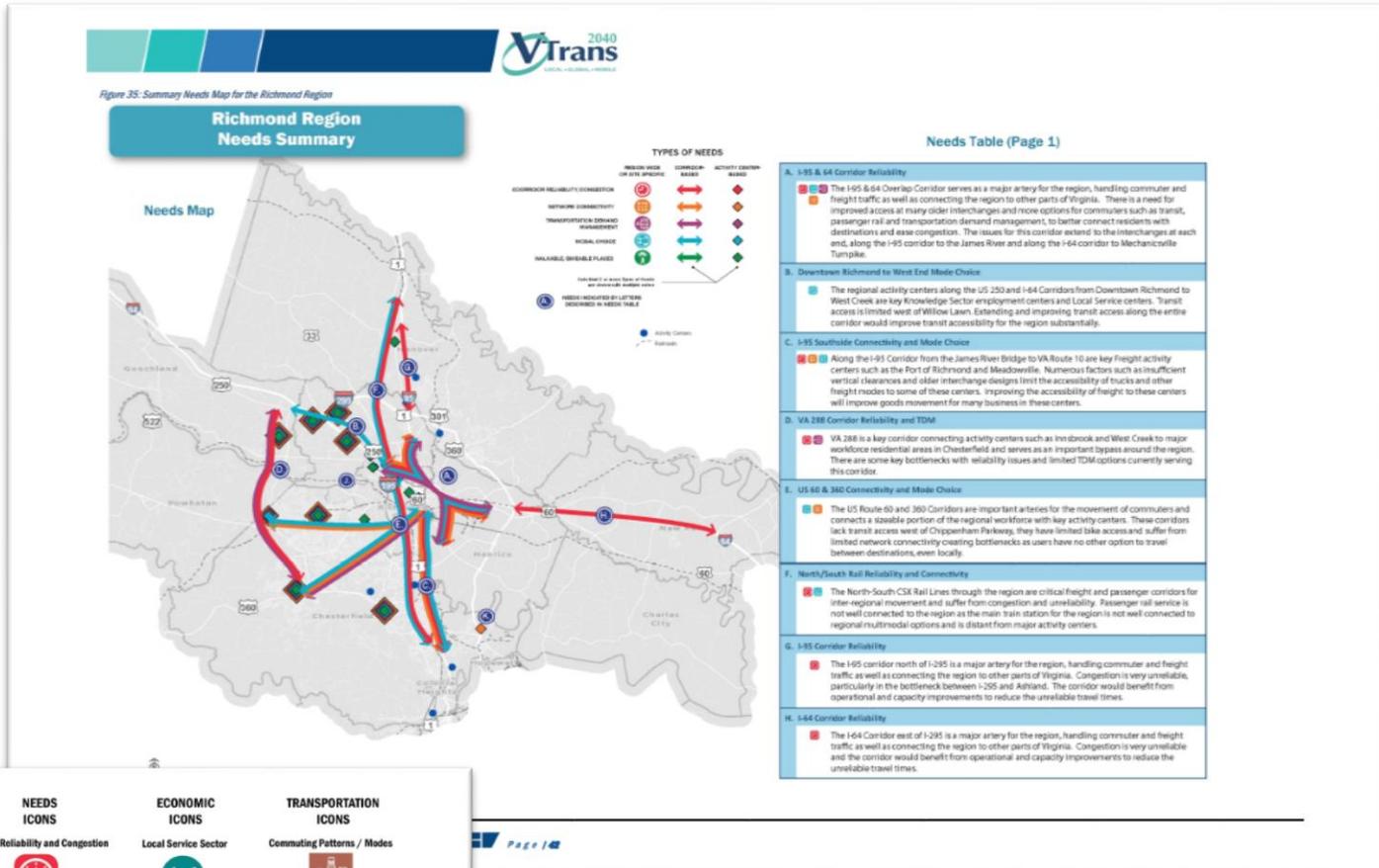
Needs Assessment Metrics:

	Redundancy and Mode Choice
	Safety
	Congestion and Bottlenecks
	Reliability

Needs assessment metrics were tailored to the travel markets being studied. The Corridors of Statewide Significance were measured for 7 areas of need (icons on left) and corridors needs were mapped and presented by Segment (above). The whole State network of CoSS (top) were examined, and measures had to be versatile and relevant in many areas.

VMPT Regional Networks

The complexities of regional planning meant this phase of the VTrans project required several coordination activities and extensive collaboration with regional and local planning bodies. The resulting needs assessment and the associated metrics were tailored to capture the unique needs of the various region types in Virginia.



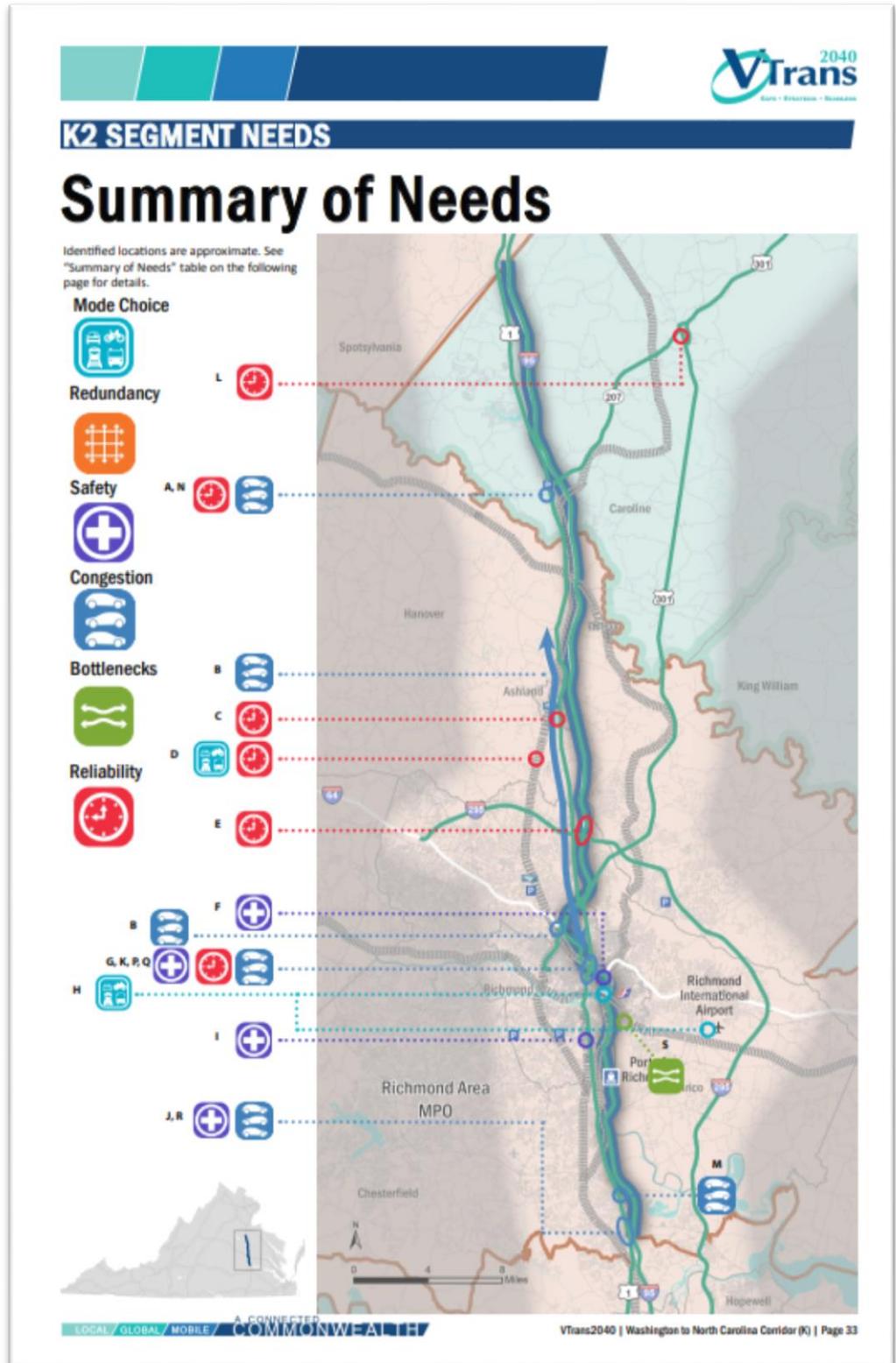
NEEDS ICONS	ECONOMIC ICONS	TRANSPORTATION ICONS
Corridor Reliability and Congestion	Local Service Sector	Commuting Patterns / Modes
Network Connectivity	Freight Based Sector	Multimodal Access to Jobs
Transportation Demand Management	Knowledge Based Sector	Highway Network Reliability
Modal Choices		Highway Network Bottlenecks
Walkable/Bikeable Places		Freight Networks / Commodity Flows
		Conditions from Stakeholder Input

Regional Network Needs Assessments were developed for all the regions of Virginia. These paid particular attention to the needs represented in the icons (left) and displayed a multitude of needs types on one map. These needs were also used for SMARTSCALE project screening. The Richmond Region is shown as an example above.

SMARTSCALE Project Screening Process

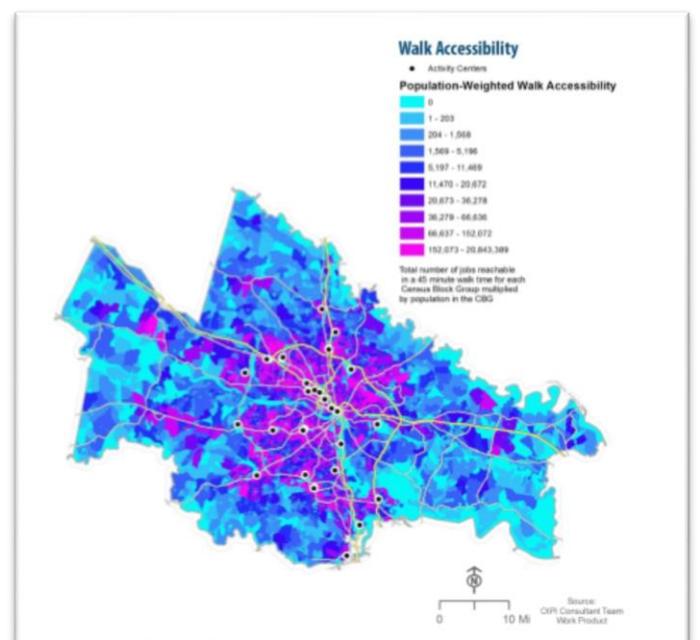
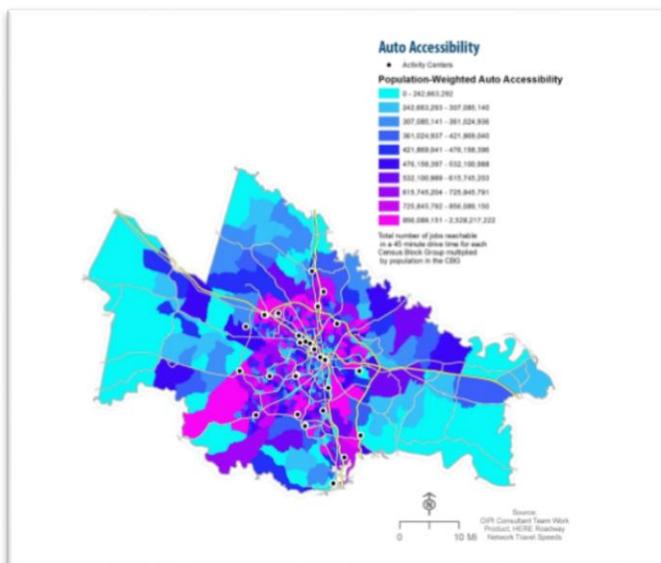
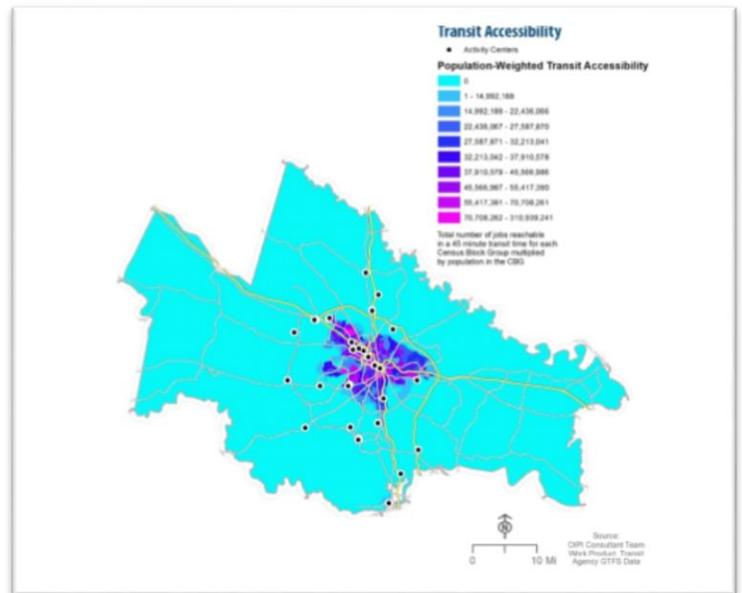
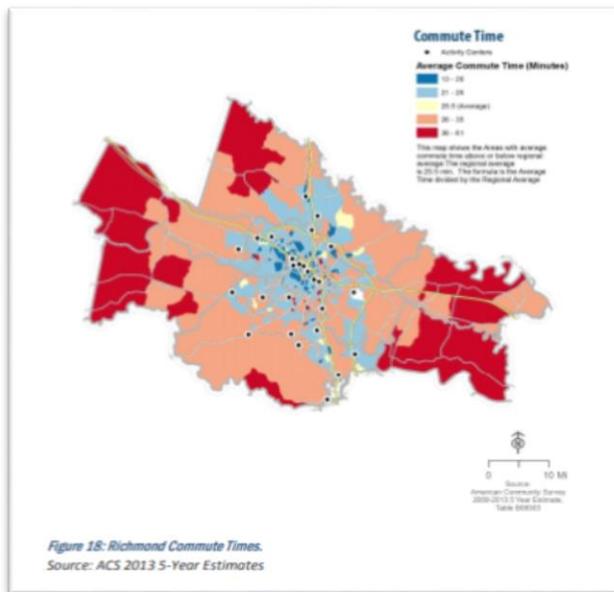
Ms. Rowan led the OIPI effort to develop a novel project screening process to determine eligibility for SMARTSCALE project funding. This process was ground-breaking in that it tied the long-range planning to funding eligibility for multimodal projects. It also laid the foundation for the accessibility measurement that is a model for forward thinking planners. As part of this SMARTSCALE effort, she was awarded a Governor’s teamwork award.

VTrans Needs were used to screen projects for SMARTSCALE funding.



Activity Centers and Accessibility Metric Development

As part of the regional networks and statewide planning in general, Ms. Rowan led the consultant team in developing activity center maps and accessibility analyses for the State's regions. While these metrics are becoming more common, this was one of the pioneering projects where accessibility was considered as a key element of funding priority for multimodal projects (via SMARTSCALE). Her experience developing these metrics, and the complexities required to make these assessments meaningful, translate directly to the accessibility work being undertaken by the City of Richmond, where she led the process to develop a multifactor accessibility score featured in Richmond Connects.



Urban Development Areas

Additionally, Ms. Rowan developed a grant application process and managed over \$750K in Urban Development Area grant funds. This project speaks to the importance of integrating land-use planning and transportation planning to achieve efficient use of public funds to maximize the outcomes associated with multimodal projects. She also has extensive experience working with local governments to achieve the synergistic goals of transportation accessibility and small area planning. For this project, Ms. Rowan received the APA Virginia “Outstanding Planning Organization” Presidents award in 2016.

FINAL REPORT:

Military Circle / Military Highway Urban Development Area Vision for the Future

August 22, 2016



Prepared for:

The City of Norfolk, Virginia under the Virginia Office of Intermodal Planning and Investment' Urban Development Area Technical Assistance grant program



(Above left) An example of the work products that came out of the UDA grant program managed by Ms. Rowan. (Above right) Ms. Rowan receiving an APA Virginia award for this program.

Freight Planning and Freight Academy

Freight Planning is another expertise of Ms. Rowan. She is an I-95 Corridor Coalition Freight Academy Graduate and has completed several FHWA freight planning courses. She also led the Statewide Freight Plan while at OIPI, and served as the Project Manager for the Master Rail Plan for the Port of Virginia.



(Above) The Capstone Project Team from the I-95 Corridor Coalition Freight Academy. (Left) A tour of the Coca-Cola facility as part of Freight Academy 'real world' education and training. (Below) Ms. Rowan at a public event collecting surveys.

Canvassing and Outreach

Kelli Rowan also has extensive organizing and outreach experience. She has previously served as a campaign manager for a national canvassing and organizing firm. She lead teams of 20-30 people doing door -to-door and public event outreach to educate and gain supporter information for clients. She has volunteered and worked with many organizations on outreach and information dissemination approaches. She has been responsible for the coordination of all levels of stakeholder involvement and committees, and is a well versed in keeping outreach and engagement exercises fresh and fun!

Education

Ms. Rowan also comes with a BA in Environmental Sciences and Anthropology (double major) from the University of Virginia and has completed course work in planning through the VCU MURP Program, including GIS courses, foundations for development planning, research methods for government and public affairs, legal and legislative foundations for planning (land use law), & natural resources and environmental planning.



Kelli Nash Rowan (*previously J. Kelli Nash*)

July 2022

804.317.0547

kellirowan@cccplanning.com

SUMMARY OF ESSENTIAL EXPERIENCE

- Six years program administration and project management experience in planning.
- Multilevel stakeholder outreach expert: Implemented goals of elected and appointed leaders - ranging from City of Richmond Mayor to Secretaries of Transportation and Governors - through skilled outreach and coordination of state, regional and local agencies, including decision making bodies such as the CTB and City Council.
- Thought leader in equity-centered transportation planning and post-pandemic equitable outreach.
- Expert in policy analysis and program development, including award-winning Urban Development Area grant program (assistance to local governments) and Fare-Free 'Rides to Work' program for City of Richmond.
- Administered statewide planning grant programs (over 750k in UDA grants, additional grants administered for various regional corridor plans and multimodal planning grants). Managed 7 million dollar annual program budget.
- Linked planning to funding through collaborative work on award winning SMARTSCALE project prioritization.
- Bachelors from UVA in environmental sciences and anthropology (double major).
- Masters courses in urban planning at VCU. ArcGIS proficient.

EDUCATION

Fall 2014 - Fall 2015

Virginia Commonwealth University; Master's of Urban and Regional Planning

Applicable Coursework:

- Community Socioeconomic Analysis Using GIS
- Research Methods for Government and Public Affairs
- Legal and Legislative Foundations for Planning (Land Use Law)
- Introduction to Planning
- Natural Resource and Environmental Planning
- Foundations for Development Planning

Fall 2005 - Spring 2009 BA Completed

University of Virginia; Bachelor's of Arts: Environmental Sciences & Anthropology (Double Major)

PROFESSIONAL EXPERIENCE

September 2021 - Present

Owner, President and Principal Planner

Commonwealth Community Connections LLC

- Completed the [Path to Equity Policy: Guide for Richmond Connects](#) planning document which laid policy for the full multimodal transportation plan update. Adopted by City Council in May of 2022.
- Completed annual performance report for FY21 and FY22, can be viewed [Transit Equity | Richmond \(rva.gov\)](#)
- Completed CVTA coordination and support, including CVTA acknowledgement video https://youtu.be/uPc_QEGhVhE
- Applied for and managed Growth and Accessibility Planning Grant (GAP TA), final work product methodologies can be reviewed [120 - City of Richmond Equitable Access Study.pdf \(vtrans.org\)](#)
- Developed and published materials for Fall Line Trail, such as this [story map](#).
- Developed program and acquired funding for a fare-free Micro-Transit pilot for TANF eligible residents, set to launch in August 2022.

December 2020 - September 2021

Transit, Planning and Mobility Program Manager

City of Richmond

- Worked on a multitude of planning related projects for the City of Richmond through staffing agency, including pre-planning for the policy guide and development of grant applications for OIPI GAP-TA grant and other statewide planning assistance grants.

October 2013 – September 2016

Acting Multimodal Planning and Policy Program Manager (Program Admin III)

Office of Intermodal Planning and Investment, Commonwealth of Virginia

- Managed 7 million USD annual program budget
- Responsible for management of all programs administered by OIPI, including:
 - o 750k Urban Development Area Grant Program; Variable regional planning assistance grant program; Corridor Master Planning Program
 - o Project Manager for: development of VTrans2040, Statewide Multimodal Transportation Plan; Master Rail Plan for the Port of Virginia; Northern Virginia TDM Study; VA Annual Transportation Performance Report; Master Rail Plan for Port of Virginia; Virginia Freight Plan
- Managed procurement of On-Call Contracts for OIPI
- Developed process for project screening to implement SMARTSCALE project prioritization; organized team that screened over 7 billion dollars worth in project requests for eligibility
- Developed and implemented several outreach campaigns for various planning processes and grant programs
- Established or re-established and coordinated VA Multimodal Advisory Committee (MAC), Virginia Multimodal Working Group (MMWG), Virginia Freight Transportation Technical Committee (VFTTC), Virginia Freight Transportation Advisory Committee (VFTAC), and various advisory committees as needed specific to region or topic of plan or program

August 2012 – October 2013

Multimodal Planning and Policy Specialist (Program Admin II)

Office of Intermodal Planning and Investment, Commonwealth of Virginia

- Project Management Experience:
 - o Project Manager for Commonwealth's 2013 Statewide Multimodal Freight Plan
 - o Assisted in development of the VTrans2035 Update and Corridor Master Plans
 - o Maintained OIPI website
- Assisted with developing Annual Performance Reports; established a cloud-based performance measurement and management system

May 2012- August 2012 (Campaign Length)

Campaign Director and Volunteer Coordinator

Grassroots Campaigns

- Responsible for all administrative duties including managing the office's budget, staffing recruitment, advertising, payroll, public outreach

- Finished on time and on budget for Clean Air Campaign, met goals set by the national office.
- Managed staff of 20-30 Field Managers and Canvassers

INVITED PRESENTATIONS

APA National Planning Conference 2022, Online: “Trail Blazing a Path to Equity; Planning with Intention for Equity and Inclusion – CM 1 EQ” (May 19, 2022)
NPC2218750

Virginia Transit Association, Roanoke, VA: “Measuring and Mending Transportation Injustices and Inequities: policy, planning and programmatic approaches for equitable accessibility.” (June 2, 2022).

SASHTO Annual Conference, White Sulphur Springs, WV: “How its planned. How its scored. How its funded: Linking VTrans’ innovative long range planning to HB2’s competitive, metric driven programming in Virginia” (August 29, 2016)

VA American Planning Association (VA APA) Annual Conference: “Urban Development Areas (UDA) in Virginia” (July 19, 2016)

Women in Transportation National Conference, Austin TX: “Addressing Demographic Change: Virginia’s Response to Millennial and Baby Boomer Trends” (May 19, 2016)

Land Use Planning Forum: “Urban Development Area (UDA) Process in Virginia: History & Requirements” (April 2, 2016)

Blueprint for Livable Communities Advisory Group: “Transportation Trends in Virginia: VTrans2040” (July 17th, 2015)

Annual Metropolitan Planning Organization (MPO) and Planning District Commission (PDC) Winter Transportation Meeting: “VTrans2040: Long Range Multimodal Transportation Plan” (Feb 4, 2015)

VA American Planning Association (VA APA) Annual Conference: “Virginia in 2040” (July 21, 2014)

VA Transportation and Land Use Planning Forum: “Corridors of Statewide Significance in Virginia: The OIPI Perspective” (April 2, 2014)

PROFESSIONAL AWARDS

2022 Honorable Mention: APA Virginia Award for “Path to Equity: Policy Guide for Richmond Connects.”

2016 Governor’s Teamwork Award: Awarded as part of the HB2 SMARTSCALE Core Implementation Team

2016 Outstanding Planning Organization: VA American Planning Association (APA) President’s Award, awarded for UDA program and other accessibility work completed in OIPI

2014 Freight Academy Graduate

**AGREEMENT BETWEEN
THE CITY OF LEXINGTON, VIRGINIA
AND THE BERKLEY GROUP FOR
NON-PROFESSIONAL SERVICES**

This Agreement entered into on this 5th day of October, 2022 by and between The City of Lexington, a political subdivision of the Commonwealth of Virginia, having its administrative office at 300 East Washington Street Lexington, VA 24450 and hereafter called “the City” and the Berkley Group, LLC, a limited liability company organized under the laws of the Commonwealth of Virginia, having offices at P.O. Box 181, Bridgewater, Virginia 22812 (Federal EIN # 27-3021021), and hereafter called “The Berkley Group”.

WITNESSETH:

WHEREAS, the City desires to retain the services of The Berkley Group to perform non-professional services, and

WHEREAS, pursuant to Virginia Code Section 2.2-4304, Cooperative procurement, any public body may participate in, sponsor, conduct, or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, the District of Columbia, or the U.S. General Services Administration, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. A public body may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was being conducted on behalf of other public bodies; and

WHEREAS, the City of Lexington issued a request for proposals as a cooperative procurement for other public bodies for nonprofessional services, for which The Berkley Group successfully responded; and

WHEREAS, The Berkley Group desires to provide the City with such services as authorized by the Client, and represents that it is organized and authorized to conduct business within the Commonwealth of Virginia;

NOW, THEREFORE, the parties do mutually agree as follows:

SECTION 1. STATEMENT/SCOPE OF WORK.

- A. The Berkley Group will provide services to City once issued individual Work Orders for each task assigned constituting the Scope of Services (“Scope of Services”/ “Services”) as set forth in this Agreement.
- B. The Berkley Group will use both its staff and Subcontractors to provide the Services.

- C. The Berkley Group and its Subcontractors are and shall remain independent contractors in performing the Services under this Agreement.

SECTION 2. COMPENSATION, METHOD OF PAYMENT, TIME OF PERFORMANCE AND TERMINATION.

- A. **Compensation.** The City shall compensate The Berkley Group for the Services performed based upon the terms described within the Work Order Fee Schedule plus an indirect cost rate for overhead as specified in each task order (“Compensation”).
- B. **Payment to the Berkley Group.** The City shall pay The Berkley Group for the Services performed as set forth in the payment schedule for each Work Order. All invoices shall be due within thirty (30) days of the invoice date. Payments later than sixty (60) days shall be subject to a fifteen percent (15%) late charge fee.
- C. **Time of Performance.** The agreement between the City and the Berkley Group shall be active on October 5, 2022 and shall continue through October 4, 2023 (“Term”). The Term shall automatically renew each year for up to five (5) years and may thereafter be extended for additional periods by written agreement of the parties pursuant to Section 6 of this Agreement, but shall remain subject to termination for non-appropriation of funding.
- D. **Termination for Convenience.** Either the City or The Berkley Group may terminate this Agreement at any time, by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before such effective date.
 - (1) In the event of termination, all finished and unfinished documents and other materials produced by The Berkley Group specifically for the City shall become the property of the City.
 - (2) In the event of termination, The Berkley Group shall be paid for the Services performed prior to the effective date of termination. For any incomplete services, the City will provide The Berkley Group with compensation equivalent to 80% of the total executed Work Order value for the assigned task. Upon request, The Berkley Group will provide the City with documentation of the Services performed prior to the effective date of termination.
 - (3) Termination for non-appropriation by the City shall be made pursuant to this section.
- E. **Termination for Default [Breach or Cause].** The City or The Berkley Group may terminate this Agreement for default for failure to comply with the terms of this Agreement by giving a written notice to the other party of such termination specifying the effective date thereof, at least 15 days before such effective date. The notice shall

set forth the nature of the default of the Agreement.

- (1) In the event of termination by the City, The Berkley Group shall be paid for Services performed up to the effective date of termination. If it is later determined that The Berkley Group had an excusable reason for not performing, such as natural disasters or other events which are beyond the control of The Berkley Group, the Parties may agree for The Berkley Group to continue to provide the Services.
- (2) After receipt of written notice from the City setting forth the nature of said breach or default, The Berkley Group may request, and the City may agree, to provide The Berkley Group time to remedy any breach or default to the satisfaction of City. If the City does not agree to allow The Berkley Group to remedy the default, The Berkley Group shall immediately cease providing Services.

SECTION 3. RESPONSIBILITIES OF THE BERKLEY GROUP.

- A. The Berkley Group agrees to use the records and information gathered or otherwise used pursuant to this Agreement for the advancement of the interests of the City, and as further provided in Section 5.D. of this Agreement.
- B. The Berkley Group will not substitute staff or Subcontractors assigned to this Agreement without the prior written consent of the City.
- C. The Berkley Group will provide all services under this Agreement in a manner consistent with applicable laws, professional standards and its best efforts.
- D. The Berkley Group, its staff and Subcontractors shall comply with the City's standards for acceptable workplace conduct and safety, and shall all times conduct themselves in a professional manner.
- E. The Berkley Group and its Subcontractors shall maintain commercial general liability insurance to cover their actions or omissions. Upon request, evidence of such insurance shall be provided to the City.
- F. The Berkley Group shall perform in accordance with, and shall not violate, applicable laws, rules or regulations, and standards prevailing in the industry and The Berkley Group shall obtain all permits or permissions required to comply with such laws, rules or regulations.

SECTION 4. RESPONSIBILITIES OF THE CITY.

- A. Without charge to The Berkley Group, the City agrees to provide all policies, information, communications, records, data, information and forms which are available to the City and needed by The Berkley Group in order to perform the Services, and not

to include any confidential files or documents subject to confidentiality laws.

- B. On-site assignments only – the City shall provide appropriate office space, desk, phone, computer, internet access, e-mail account, paper, access to copy machines, vehicles and other reasonably necessary office equipment, supplies or facilities for The Berkley Group during the time that The Berkley Group is on site.
- C. On-site assignments only – the City shall defend The Berkley Group and its respective staff or Subcontractor in any legal proceedings by a third party arising out of the performance of duties on behalf of the City.
- D. The City shall communicate any concerns about The Berkley Group staff or Subcontractor performance to The Berkley Group representative set forth in Section 5, unless otherwise specifically set forth within the Scope of Services.
- E. On-site assignments only – the City agrees not to hire staff of The Berkley Group as City's own employee during the Term of this Agreement, and for six (6) months following termination of this Agreement.

SECTION 5. ADMINISTRATION OF THE AGREEMENT.

- A. All notices and communications with respect to the terms of this Agreement and the performance of the Services shall be through the Party Representatives. The Party Representatives are:

City's representative shall be:

James M. Halasz

Name

City Manager

Title

540-462-3700

Phone Number

jhalasz@lexingtonva.gov

Email

The Berkley Group's representative shall be:

Andrew D. Williams

Chief Executive Officer

Title

540-560-2202

Phone Number

drew@bgllc.net

Email

- B. ***Incorporated Provisions.*** This Agreement shall be performed in accordance with the applicable, required contractual provisions set forth in the City's purchasing or procurement regulations, and the Virginia Public Procurement Act, §§ 2.2-4300, *et seq.*, VA Code Ann., in effect at the time of this Agreement, pertaining to non-discrimination § 2.2-4310 and - 4311, compliance with immigration laws § 2.2-4311.1, drug-free workplace § 2.2-4312, which provisions are incorporated herein by reference.
- C. ***Contractual.*** Disputes with respect to this Agreement shall be governed by § 2.2-4363 VA Code Ann. or similar provision in City's purchasing or procurement regulations.
- D. ***Ownership and Status of Documents.***
 - (1) All documents prepared specifically for the City by The Berkley Group shall become the property of the City upon completion of Services, or the earlier termination of this Agreement. Upon request The Berkley Group shall have the right to retain appropriate copies of all such documents for its records, and to reuse any template documents which it prepared for the City. All materials, including without limitation, documents, drawings, drafts, notes, designs, computer media, electronic files and lists, including all additions to, deletions from, alterations of, and revisions in the foregoing (together the "Materials"), which are furnished to The Berkley Group by the City or which are developed in the process of performing the Services, or embody or relate to the Services, the City Information or the Innovations (as defined below), are the property of the City, and shall be returned by The Berkley Group to the City promptly upon request together with any copies thereof, and in any event promptly upon expiration or termination of this Agreement for any reason.
 - (2) Records prepared by The Berkley Group specifically for the City shall be kept confidential by The Berkley Group until released or approved for release by the City. The Berkley Group will cooperate with the City in complying with the requirements of § 2.2-4342 VA Code Ann. and any requirements of the Virginia Freedom of Information Act applicable to such records.
 - (3) The Berkley Group shall maintain financial records, supporting documents, statistical records, and other records pertinent to this Agreement for three (3) years from the date of final payment, and make those records available to the City upon written request.

SECTION 6. CHANGES TO AGREEMENT.

- A. Any modification or change to this Agreement must be set forth in a written Addendum to this Agreement and signed by authorized representatives of both parties.

- B. The parties hereto may, from time to time, propose changes for any scope of services in a work order under this Agreement. Such changes must be mutually agreed upon by the parties in writing, signed by the authorized representatives of both parties.

SECTION 7. MISCELLANEOUS PROVISIONS.

- A. Protection of Confidential Information. The Berkley Group agrees that at all times during or subsequent to the performance of the Services, The Berkley Group will keep confidential and not divulge, communicate, or use the City's Information, except for The Berkley Group's own use during the Term of this Agreement to the extent necessary to perform the Services. The Berkley Group further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing, the City's Information from the City's principal place of business, without prior written approval.
- B. Liability. The City shall not be liable for injury or death occurring to The Berkley Group or any of its employees or other assistants in the course of performing this Agreement unless the harm or death is caused by the City's gross negligence.
- C. Hold Harmless. The Berkley Group hereby indemnifies and holds harmless the City, its subsidiaries, and affiliates, and their officers and employees, from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses of any kind or nature whatsoever ("Loss") which may in any way arise from the Services performed by The Berkley Group hereunder, the work of employees of The Berkley Group while performing the Services of The Berkley Group hereunder, or any breach or alleged breach by The Berkley Group of this Agreement, including the warranties set forth herein. The City shall retain control over the defense of, and any resolution or settlement relating to, such Loss. The Berkley Group will cooperate with the City and provide reasonable assistance in defending any such claim.
- D. Taxes. The City shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of The Berkley Group or any other person consulted or employed by The Berkley Group in performing Services under this Agreement. All such costs shall be The Berkley Group's responsibility.
- E. Escalation Clause. For Auxiliary Town Hall assignments, there will be a three (3) per cent escalation assessed on an annual basis to coincide with the fiscal year.

SECTION 8. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered in the Commonwealth of Virginia and shall be governed by laws of the

Non-Professional Services Agreement

Commonwealth of Virginia, both as to interpretation and performance.

- B. Any action of law, suit of equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in a court of competent jurisdiction in Rockbridge County, Virginia.

SECTION 9. SEVERABILITY.

If, for any reason, any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, the remaining parts, terms, and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be illegal, invalid, void, or unenforceable.

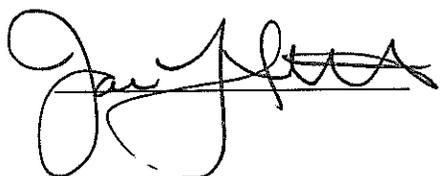
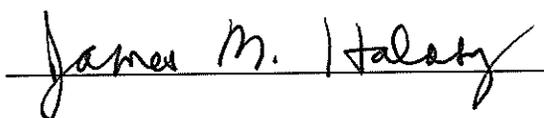
{{SIGNATURE PAGES FOLLOW}}

Non-Professional Services Agreement

The Berkley Group and the City of Lexington hereby agree to the terms of this Agreement by signing below.

FOR THE CITY OF LEXINGTON

ATTEST:

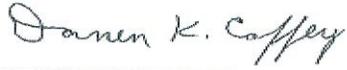
A handwritten signature in black ink, appearing to be "James M. Halaty", written over a horizontal line.A handwritten signature in black ink that reads "James M. Halaty", written over a horizontal line.

Date: 10/4/22

Non-Professional Services Agreement

FOR THE BERKLEY GROUP

ATTEST:



Darren K. Coffey, Principal



Andrew D. Williams, CEO

Date: 10/04/22

**AGREEMENT BETWEEN
BERKLEY GROUP, LLC AND
FAUQUIER COUNTY, VIRGINIA FOR
ON CALL CONSULTING SERVICES**

This Agreement entered into on this ____ day of _____, 20__ by and between Berkley Group, LLC, a limited liability company organized under the laws of the Commonwealth of Virginia, having offices at P.O. Box 181, Bridgewater, Virginia 22812 (Federal EIN # 273021021), and hereafter called "Berkley Group", and Fauquier County, a political subdivision of the Commonwealth of Virginia, having its administrative office at 10 Hotel Street, Warrenton, VA 20186, and hereafter called "the Client".

WITNESSETH:

WHEREAS, the Client desires to retain the services of the Berkley Group to perform on call consulting services, and

WHEREAS, Berkley Group desires to provide the Client with such services as authorized by the Client, and represents that it is organized and authorized to conduct business within the Commonwealth of Virginia;

WHEREAS, pursuant to Virginia Code Section 2.2-4304, Cooperative procurement, Any public body may participate in, sponsor, conduct, or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, the District of Columbia, or the U.S. General Services Administration, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. A public body may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was being conducted on behalf of other public bodies;

WHEREAS, the GEORGE WASHINGTON REGIONAL COMMISSION issued a request for proposals as a cooperative procurement for other public bodies for nonprofessional services, for which Berkley Group was awarded the contract;

WHEREAS, the Client desires to participate in said cooperative procurement agreement to obtain certain on call consulting services; and

NOW, THEREFORE, the parties do mutually agree as follows:

SECTION 1. STATEMENT/SCOPE OF WORK.

- A. Berkley Group will provide services to Client once issued individual Work Orders for each task assigned constituting the Scope of Services ("Scope of Services" / "Services") as set forth in this Agreement.
- B. Berkley Group will use both its staff and independent contractors it engages (the "Subcontractors") to provide the Services to Client.

- C. Berkley Group and its Subcontractors are and shall remain independent contractors with respect to the Client in their provision of the Services under this Agreement.

SECTION 2. COMPENSATION, METHOD OF PAYMENT, TIME OF PERFORMANCE AND TERMINATION.

- A. **Compensation.** Client shall compensate Berkley Group for the Services performed based upon the terms described within the Fee Schedule plus an indirect cost rate for overhead as specified in each task order ("Compensation"). For interim staff assignments, the parties agree to increase the Compensation by three percent (3%) per cent on an annual basis to coincide with the Client's fiscal year.
- B. **Payment to the Berkley Group.** Client shall pay Berkley Group for the Services performed as set forth in the payment schedule for each Work Order. All invoices shall be due within forty-five (45) days of the invoice date. Payments later than sixty (60) days shall be subject to a fifteen percent (15%) late charge fee.
- C. **Time of Performance.** Berkley Group shall commence performance of the Services on _____ and shall continue such performance through ____ ("Term"). The Term shall automatically renew each year for up to five (5) years and may thereafter be extended for additional periods by written agreement of the parties pursuant to Section 6 of this Agreement but shall remain subject to termination for non-appropriation of funding.
- D. **Termination for Convenience.** Either the Client or Berkley Group may terminate this Agreement at any time, by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before such effective date.
- (1) In the event of termination, all finished and unfinished documents and other materials produced by Berkley Group specifically for the Client shall become the property of the Client.
 - (2) In the event of termination, Berkley Group shall be paid for the Services performed up to the effective date of termination. For any incomplete services, the Client will provide Berkley Group with compensation equivalent to 80% of the total executed Work Order value for the assigned task. Upon request, the Berkley Group will provide the Client with documentation of the Services performed up to the effective date of termination.
 - (3) Termination for non-appropriation of funds by the Client shall be made pursuant to this section.
- E. **Termination for Breach.** The Client or Berkley Group may terminate this Agreement for a material breach of the terms of this Agreement by giving written notice to the other party of such termination specifying the effective date thereof, at least 15 days before such effective date. The notice shall set forth the nature of the breach of the Agreement.
- (1) In the event of termination of this Agreement by the Client pursuant to this Section 2.E., Berkley Group shall be paid for Services performed up to the

effective date of such termination in accordance with the manner of performance set forth in the Agreement. If it is later determined by Berkley Group that Berkley Group had an excusable reason for not performing, such as natural disasters, pandemics, or other events that are beyond the control of Berkley Group, the parties may agree for the Berkley Group to continue to provide the Services under this Agreement.

- (2) After receipt of written notice from the Client setting forth the nature of such breach pursuant to this Section 2.E., Berkley Group may request, and the Client may agree, to provide Berkley Group time to remedy any breach or default to the satisfaction of Client. If the Client does not agree to allow Berkley Group to remedy the breach, Berkley Group shall have the right to immediately cease providing Services and receive Compensation earned for all Services rendered through the final date that the Services are rendered by Berkley Group.

SECTION 3. RESPONSIBILITIES OF THE BERKLEY GROUP.

- A. Berkley Group agrees to use the records and information gathered or otherwise used pursuant to this Agreement for the advancement of the interests of Client, and as further provided in Section 5.D. of this Agreement.
- B. Berkley Group will provide all services under this Agreement in a manner consistent with applicable laws, professional standards and its best efforts.
- C. Berkley Group, its staff and Subcontractors shall comply with Client's standards for acceptable workplace conduct and safety, and shall at all times conduct themselves in a professional manner.
- D. Berkley Group and its Subcontractors shall maintain commercial general liability insurance to cover their actions or omissions. Upon request, shall provide the Client with evidence of such insurance.
- E. Berkley Group shall perform in accordance with, and shall not violate, applicable laws, rules or regulations, and standards prevailing in the industry and the Berkley Group shall obtain all permits or permissions required to comply with such laws, rules or regulations.

SECTION 4. RESPONSIBILITIES OF THE CLIENT.

- A. Without charge to Berkley Group, Client agrees to provide all policies, information, communications, records, data, information and forms which are available to the Client and needed by Berkley Group in order to perform the Services, and not to include any confidential files or documents subject to confidentiality laws.
- B. The Client shall communicate any concerns about Berkley Group staff or Subcontractor performance to Berkley Group representative set forth in Section 5, unless otherwise specifically set forth within the Scope of Services.

- C. In connection with interim, temporary, or ongoing staff assignments including retainer services, the Client agrees to provide for the legal defense of Berkley Group, including its employees, officers, agents, and subcontractors, in the event of any third-party claims, actions, or legal proceedings that arise directly from duties performed by Berkley Group while acting under the direction and in any official capacity on behalf of the Client.
- D. The Client agrees not to hire staff of Berkley Group as Client's own employee during the Term of this Agreement, and for six (6) months following termination of this Agreement.

SECTION 5. ADMINISTRATION OF THE AGREEMENT.

- A. All notices and communications with respect to the terms of this Agreement and the performance of the Services shall be through the Party Representatives. The Party Representatives are:

Client's representative shall be:

[Name]

[Title]

[Phone Number]

[email]

Berkley Group's representative shall be:

Andrew D. Williams

Chief Executive Officer

540-560-2202

drew@bgllc.net

- B. ***Incorporated Provisions.*** This Agreement shall be performed in accordance with the applicable, required contractual provisions set forth in the Client's purchasing or procurement regulations in effect at the time of this Agreement, including the Virginia Public Procurement Act, Va. Code §§ 2.2-4300, *et seq.*, ; Va. Code § 2.2-4310 and – 4311 (nondiscrimination); Va. Code § 2.2-4311.1 (immigration); and Va. Code § 2.2-4312 (drug free workplace), which provisions are incorporated herein by reference.
- C. ***Contractual.*** Disputes with respect to this Agreement shall be governed by Va. Code § 2.2-4363 and all similar provisions in Client's purchasing or procurement regulations.
- D. ***Ownership and Status of Documents.***
 - (1) All documents prepared by Berkley Group specifically for the Client shall become the property of the Client upon completion of Services, or the earlier termination of this Agreement. Berkley Group shall have the right to retain appropriate copies of all such documents for its records upon client's approval, and to reuse any template documents which it prepared for the Client. All materials, including without limitation, documents, drawings, drafts, notes, designs, computer media, electronic files and lists, including all additions to, deletions from, alterations of, and revisions in the foregoing (collectively referred to as the "Materials"), which are furnished to Berkley Group by Client or which are developed in the process of performing the Services, or embody or relate to the Services, are the

property of Client, and shall be returned by Berkley Group to Client promptly at Client's request together with any copies thereof, and in any event promptly upon expiration or termination of this Agreement for any reason.

- (2) Records prepared by Berkley Group specifically for the Client shall be kept confidential by Berkley Group until released or approved for release by the Client. Berkley Group will cooperate with the Client in complying with the requirements of § 2.2-4342 VA Code Ann. and any requirements of the Virginia Freedom of Information Act applicable to such records.
- (3) Berkley Group shall maintain financial records, supporting documents, statistical records, and other records pertinent to this Agreement for three (3) years from the date of final payment, and make those records available to the Client upon written request.

SECTION 6. CHANGES TO AGREEMENT.

- A. Any modification or change to this Agreement must be set forth in a written Addendum to this Agreement and signed by authorized representatives of both parties.
- B. The parties hereto may, from time to time, propose changes in the attached Scope of services or in Berkley Group's performance requirements. Such changes must be mutually agreed upon by the parties in writing and signed by the authorized representatives of both parties.

SECTION 7. MISCELLANEOUS PROVISIONS.

- A. Protection of Confidential Information. Berkley Group agrees that at all times during or subsequent to the performance of the Services, Berkley Group will keep confidential and not divulge, communicate, or use Client's Information, except for the Berkley Group's own use during the Term of this Agreement to the extent necessary to perform the Services. Berkley Group further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing, Client's Information from Client's principal place of business, without prior written approval of Client.
- B. Hold Harmless. Berkley Group hereby indemnifies and holds harmless the Client, its subsidiaries, and affiliates, and their officers and employees, from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses, provided that such damages, claims, liabilities, costs, including reasonable attorney's fees, or losses, must be attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property which may in any way arise from the negligent acts, errors, or omissions of Berkley Group and its Subcontractors, and which arise out of Berkley Group's performance of its professional services under this Agreement, or any breach or alleged breach by Berkley Group of this Agreement, including the warranties set forth herein ("Loss"). Berkley Group's indemnification obligations under this

clause shall not extend to claims or liabilities arising from the Client's negligence, gross negligence, willful misconduct, or breach of this Agreement. The parties agree that Berkley Group's indemnification obligations shall not exceed the monetary amount paid by the Client for Berkley Group's services rendered. The parties further agree that Berkley Group's obligation to indemnify any Loss under this Agreement shall not arise until liability for such Loss has been determined by a court of competent jurisdiction, or by mutual agreement of the parties. The obligations and rights of indemnification under this clause shall survive the termination or expiration of this Agreement.

- C. Taxes. The Client shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of Berkley Group or any other person consulted or employed by Berkley Group in performing Services under this Agreement. All such costs shall be Berkley Group's responsibility.
- D. Jurisdiction and Venue. This Agreement shall be construed pursuant to the laws of the Commonwealth of Virginia without regard to conflict of laws provisions. The parties agree to submit to the exclusive jurisdiction and venue of the Circuit Court of the County of Rockingham, Virginia, or the United States District Court, Western District, Harrisonburg Division, over any action, suit, or proceeding arising out of or relating to this Agreement, and the parties irrevocably submit to the jurisdiction of such courts for any such action, suit, or proceeding. Severability. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.
- E. Waiver. Any waiver of a default under this Agreement must be made in writing signed by the waiving Party and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.
- F. Successors and Assigns. To the extent permitted by state law, Berkley Group may assign this Agreement to any subsidiary or corporate affiliate, or to any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of Employer. The Client may not assign this Agreement or any part hereof without the prior written consent of Berkley Group. Any purported assignment by the Client shall be null and void from the initial date of such purported assignment.
- G. Attorney's Fees. In the event any party initiates any proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs.

- H. Headings; Recitals. Headings of the sections and paragraphs of this Agreement are intended solely for convenience of the parties, and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph. The recitals of this Agreement are hereby incorporated into this Agreement as if restated herein.

- I. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

{{ SIGNATURE PAGES TO FOLLOW }}

Berkley Group and Client hereby agree to the terms of this Agreement by signing below.

FOR FAUQUIER COUNTY, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA

A handwritten signature in blue ink, appearing to read "K. S. Hylton", is written over a horizontal line.

Date: 4/11/2025

Kristen S. Hylton, Procurement Manager