



August 12, 2025

Town of Cape Charles
Attn: Rick Keuroglian
2 Plum Street
Cape Charles, VA 23310

RE: Work Order 1: Site Assessment, Engagement, and Strategic Planning

Dear Mr. Keuroglian:

Berkley Group is pleased to present the associated scope and fee to the Town of Cape Charles to provide a site assessment and associated market study, public engagement, and facilitated strategic planning services for a 52-acre site.

If you have any questions or need additional information, please feel free to contact me at any time.

Sincerely,

Andrew D. Williams
Chief Executive Officer

I have reviewed the scope and fee for the associated work order, and I hereby give the consultant notice to proceed for the work described herein.

Mr. Keuroglian, Town Manager

Date

I. SCOPE OF SERVICES

Berkley Group will provide Site Assessment, Engagement, and Strategic Planning services to the Town of Cape Charles, focusing on a 52-acre former railyard site located in the Town; the site subject to the Scope of Services consists of parcels 83A3-A-9 (42 acres) and a portion of parcel 90-A-9 excluding the trail area and parking (10 acres). The principal objectives of these services are to assess the general conditions and development viability of the property, determine public perspectives regarding the future use and development of the property, and to inform and identify Town interest in the future use and potential acquisition of the property.

Specific project phases and tasks are as follows:

Phase 1 - Project Management, Initiation & Data Collection

Task 1.1 - Project Management

Berkley Group will manage the project and subconsultants, and coordinate with Town staff regularly and as needed to collect input and information related to the project. This scope assumes any project management meetings will be conducted virtually/remotely. Project meetings with Town staff will occur virtually; a total of up to thirty (30) minutes per week is allocated for these meetings, which may be scheduled weekly, biweekly, or as needed depending on the project needs and availability, with one (1) thirty (30) minute meeting anticipated to occur weekly or biweekly during the duration of the project.

Task 1.2 - Kickoff Meeting

Berkley Group will conduct an initial virtual meeting with Town staff to (1) review project scope, goals, expectations, deliverables, (2) identify key personnel for project coordination and establish communication protocols, and (3) planning for public engagement.

Task 1.3 - Site Assessment and Site Visit

Berkley Group will collect, review, and analyze land use, planning, and zoning documents applicable to the property and immediately surrounding area. Berkley Group and relevant subconsultants will conduct a site visit of the property and surrounding area. Town staff will assist in the site visit, providing details on points of interest including brown field and infrastructure locations. Task deliverables will include a memo/report summarizing the assessment of the site.

Task 1.4 - Technical Assessment and Mapping

Berkley Group, through subconsultant Collins Engineering, will collect, assess, and/or develop GIS/topographic data, infrastructure data, site surveys and base maps. Site mapping will be conducted utilizing existing Esri-compatible map data provided by the Town, and Virginia Geographic Information Network. Base maps will incorporate aerial imagery, topography, existing survey data, identified and known site features and constraints, and apply current zoning setbacks and similar regulations. Task deliverables will include mapping to be included in the Task 1.3 memo/report summarizing the assessment of the site.

Task 1.5 - Market Assessment

Based upon preceding tasks, Berkley Group, through subconsultant Rural Resilience Advisors, will conduct a market assessment for up to 4 sectors. The market assessment will align the site's characteristics with appropriate markets through data analysis and best practice examples. The market assessment may be used to support and inform about development potential for the property.

Phase 2 - Public Engagement

Task 2.1 - Public Engagement Event

Berkley Group will facilitate up to one (1) public engagement event. The event may be performed in a workshop or open house style. The event will include an overview of the subject property and information collected as part of preceding tasks, and exercises to allow for public input concerning the use and development of the property. The Town will advertise and promote the event; coordinate logistics, set up, and printing of small format materials; and provide staff support. Berkley Group will provide content for digital and print flyers, and digital content for small format materials. Berkley Group will provide large format display boards for the community engagement. Task deliverables will include a report/memo summarizing engagement results.

Phase 3 - Report & Strategic Planning

Task 3.1 – Site Assessment & Engagement Report

Berkley Group will develop a final report based upon previous project tasks reports/memos, summarizing the assessment of the property and public engagement. The report will make preliminary recommendations for future planning efforts for the property.

Task 3.2 – Town Council Session(s)

Berkley Group, with participation by subconsultant Rural Resilience Advisors and Eldon James & Associates, Inc., will conduct up to two (2) facilitated, strategic decision-making process sessions with Town Council. Sessions will review the site assessment and engagement report and will be supported by professional executive level staff experienced in strategic planning, facilitation, public acquisition of property, public finances, planning and land use, and economic development. One or both sessions are anticipated to occur in closed session due to the nature of real property negotiations.

II. ASSUMPTIONS

The following assumptions shall apply to services:

1. **Initiation:** The Town will provide up-to-date copies of the current Comprehensive Plan, Zoning and Subdivision Ordinance, and maps in original format (.pdf, .docx, or Esri-compatible GIS, as applicable). The Town will also identify and provide relevant supporting documents and map layers to be considered during site analysis and review.
2. **Contact Person:** The Town will provide a single contact staff that will serve as project manager on behalf of the locality and be responsible for collecting data and resources, serving as liaison to local officials and the public, and transmitting information to the Berkley Group.
3. **Meetings/Coordination with Staff:** If the project schedule is extended, project meetings (one 30-minute meeting weekly) will be charged based on hourly rates for each staff by position unless a work order amendment occurs.
4. **Meeting Cancellations:** Meetings and work sessions cancelled with notice of less than five (5) business days will be counted toward the scoped work sessions, and the client will be charged for the preparation hours for the cancelled meeting.
5. **Indirect Fee:** The indirect fees include display boards, meals, travel, and lodging associated with the scoped meetings. Costs for printed copies of reports or plans are not included in the fee estimate. If hard copies are desired, the fee for professional printing will be invoiced separately to the Town.
6. **Completion:** If project completion is delayed beyond 60 days due to lack of client responsiveness, indecision, or failure to complete required tasks, Berkley Group reserves the right to consider the project substantially complete, issue final billing and close out the

contract. Additional tasks may be completed under a new agreement or amendment by mutual agreement of both parties.

7. **Optional Services:** Optional services may be added with written authorization from the locality and subject to the following assumptions:
 - A. **Additional public outreach or open house meetings:** Assumptions for public outreach meetings apply.
 - B. **Public Surveys** (e.g., town-wide, businesses, visitors).
 - C. **Additional Work Session/ Meeting:** Assumptions for meetings apply.

III. SCHEDULE

Berkley Group proposes to perform the tasks included in the Scope of Services according to the schedule outlined below. This schedule is predicated on the assistance of Town staff in providing timely documentation, guidance, and scheduling of necessary meetings and work sessions. If the Town fails to provide internal data and information in a timely manner, requests additional time or rescheduling of meetings, this may result in unanticipated project or deliverable delays as Berkley Group accommodates existing project commitments and schedules. If this occurs, a new schedule will be provided.

PROJECT TIMELINE						
Phase	#	Task Description	2025			
			September	October	November	December
Phase 1 - Project Management, Initiation & Data Collection	1.1	Project Management	V	V	V	V
	1.2	Kickoff Meeting	V			
	1.3	Site Assessment and Site Visit	X			
	1.4	Technical Assessment and Mapping				
	1.5	Market Assessment				
Phase 2 - Public Engagement	2.1	Public Engagement Event			X	
Phase 3 - Report & Strategic Planning	3.1	Site Assessment & Engagement Report				
	3.2	Town Council Session(s)				
X = In-Person Attendance; V = Virtual Attendance						

IV. FEE

The lump sum fee for offered Scope of Services is \$67,306.05. The fee will not increase unless there is a written, mutually agreed upon change to the Scope of Services. If additional services are desired, they can be provided for an additional fee. Fees for service will be invoiced monthly.

Phase	Task	Task Description	Total Cost
Phase 1 - Project Management, Initiation & Data Collection	1.1	Project Management	\$3,940.00
	1.2	Kickoff Meeting	\$900.00
	1.3	Site Assessment and Site Visit	\$2,890.00
	1.4	Technical Assessment and Mapping	\$4,900.00
	1.5	Market Assessment	\$30,000.00
Phase 2 - Public Engagement	2.1	Public Engagement Event	\$2,760.00
Phase 3 - Report & Strategic Planning	3.1	Site Assessment & Engagement Report	\$1,375.00
	3.2	Town Council Session(s)	\$17,336.00
Subtotal			\$64,101.00
Non-direct expenses including, but not limited to, travel, printing, supplies, etc. (5% of project cost)			\$3,205.05
TOTAL			\$67,306.05

If this Work Order is not signed within 30 days, the offered Work Order and Scope of Services expires, and Berkley Group may propose a new work order, fee and schedule.