



May 10, 2022

Mr. Steven Beauchene
Black Point Beach Club Association
P.O. Box 715
6 Sunset Avenue
Niantic, Connecticut 06357

RE: Black Point Association Master Plan

Subject: Fee Proposal for Planning Services

Dear Mr. Beauchene:

The SLAM Collaborative is pleased to submit this proposal to assist Black Point Association (BPA) with creating a Master Plan that reflects the community's values and provides a roadmap in order to achieve your goals and maintain the community's quality of life. We envision this process as an opportunity to develop a long-term framework for future planning. Our Team is excited by this opportunity to work hand-in-hand with the Commission and community members to develop this planning document for your community.

SLAM will provide the services described below.

I. Project Understanding

Creating a Master Plan will enable BPA to refine its own strategy for maintaining and sustaining the high quality of life offered by the community. Every community has unique conditions (physical, natural, and social) and a corresponding unique vision. At times, the most difficult task is to match these conditions and the vision through a process resulting in community consensus. Our Project Team strives to ensure that the vision and goals enshrined in a Master Plan are formulated by well-informed local decision makers and an engaged community, not the consultant selected to facilitate the process. Our Project Team understands that its role in a comprehensive community planning process is to provide information and technical advice, to help guide the steering committee through the planning process, and to advance meaningful community participation, not to control the direction a community plan may take.

Our proposed Scope of Services for this assignment is provided below

II. Scope of Services

Task 1 - Project Initiation

It is our understanding that a "Working Group" will be formed to help guide the planning process. An initial meeting with the Working Group will occur at the outset of the project. The meeting will address project tasks and schedules to formalize the work plan. Sources of information will be confirmed, and data gaps identified. Project deliverables with associated review periods will be discussed and confirmed. The Project Team and Working Group will also brainstorm a preliminary list of stakeholders and finalize the public engagement plan (see Task 3 below).

Finally, the Project Team will tour the Black Point community, preferably guided by Working Group members, in order to learn about the local nuances.

Task 2 - Baseline Conditions

It is our understanding that the Town of East Lyme has recently updated the Town's Plan of Conservation and Development (POCD). Additionally, in 2018 the Town completed a Coastal Resilience, Climate Adaptation, and Sustainability Study (CRCASS). Collectively, these documents provide a wealth of information on topics ranging from land use to demographics to coastal environments.

The Project Team will compile pertinent baseline data for Black Point and its surroundings. Additionally, baseline and background information will be collected through Task 3 below. It is important to leverage BPA's institutional knowledge to prepare an inventory of assets and identify potential improvement, initiatives, and policies pertinent to this master planning process.

Task 3- Community Engagement

The Project Team believes public input should be sought throughout a comprehensive planning process in order to create meaningful goals and recommendations. We pride ourselves in developing comprehensive, innovative, and flexible public outreach programs that are tailored to the needs of our clients. We excel at communicating with your stakeholders by developing clear, engaging, and interactive content, and are experts in facilitating open and transparent interactions with the public.

We recommend using the following strategies to engage Black Point's community:

Website and social media

The Project Team will develop content for posting on the Black Point Beach Club Website, including information on the process and schedule, meeting dates, and other materials as appropriate. A Working Group designee will review and coordinate the mechanics of posting information.

Online Survey

Online community surveys are a useful tool for engaging the community and providing valuable data as part of any planning process. A survey conducted early in the planning process can help to identify community assets, issues, and concerns, and begin to formulate the vision for the future. The Project Team proposes to conduct one (1) online survey. The Project Team will generate draft survey questions to be reviewed by the Working Group, with one round of edits made by the Project Team prior to posting on *SurveyMonkey*.

The Project Team will compile an executive summary of survey results, including cross-tabulation analyses as appropriate, for use in further public engagement and planning. Complete tallies and write-in responses will also be furnished to the Working Group.

Focus Group Meetings

Based on identification of issues and objectives, the Project Team in collaboration with the Working Group will identify topics in need of deeper discussion – the topics for example could include identification of future capital improvements or land use policy. The focus group would be used to identify issues, opportunities, and potential strategies. The Project Team will assist the Working Group in identifying and inviting key stakeholders to a facilitated discussion. Up to two (2) focus group meetings are provided with this proposal.

Community Forums

Community forums are intended to be both informational and interactive. These events typically consist of a brief presentation, a series of hands-on exercises. We recommend holding the first community forum after the community survey. These events are intended to build community and social capital, as well as inform residents around issues, engage them in interactive exercises that elicit ideas for advancing visions and strategies, and flesh out the community's priorities. Two (2) community workshops will be conducted to discuss the community's long-term vision, goals and Draft Master Plan.

Working Group Meetings

Additional opportunities arise for broad public input through Working Group meetings and open lines of communication. In order to conduct an efficient process, the Project Team assumes that regular meetings of the Working Group will occur (virtually or in person). Up to four (4) such meetings have been included in this proposal.

Task 4- Vision and Objectives

Based on the community input, the Project Team will facilitate a strategizing meeting with the Working Group to discuss and draft the overarching vision, community values, and complementary objectives for the Master Plan.

Task 5 - Draft Plan

Based on the outcomes of all previous tasks, the Project Team will create a draft Master Plan and Action Agenda. It is envisioned that the Master Plan will be a graphically rich, goals-oriented document that succinctly conveys the community's values and priorities for the next decade. The Project Team will provide electronic copies of the draft Plan for review. The Working Group will be responsible for communicating up to two round of edits that clearly identifies any changes or modifications to be made prior to preparation of the final Master Plan.

Task 6- Final Plan

The Project Team will prepare and submit a final Master Plan document in Microsoft Word and PDF format.

III. Project Team

We will provide land use and master planning services for Black Point Association.

IV. Fees and Expenses

The services described above will be provided for a lump sum fee of \$26,000.

Invoices for services rendered are presented monthly; accounts over thirty (30) days are subject to a charge of prime rate plus 200 basis points per annum on the unpaid balance. Invoices for services rendered are presented monthly; accounts over thirty (30) days are subject to a charge of prime rate plus 200 basis points per annum on the unpaid balance.

Any additional services requested would be accommodated through an amendment of this agreement.

V. General Conditions

The attached General Conditions shall apply to the services under this proposal.

VI. Project Schedule

The Project Team expects to complete the above-described tasks in approximately 6 months from authorization to proceed, to ensure ample time for the public outreach plan and engaging the seasonal residents.

Regards,



Michael Zuba, AICP

Director of Public Education Master Planning

Enclosures: General Conditions

cc: Finance

Agreed to:

Signature

Date

STANDARD TERMS AND GENERAL CONDITIONS

Introduction

The following terms and conditions set forth herein shall be an integral part of the Letter Agreement between the Owner and The S/L/A/M Collaborative, Inc. (the "Architect") when incorporated by reference in the Letter Agreement between the parties or in the proposal of the Architect accepted by the Owner.

A. TERMINATION

1. The Letter Agreement between Owner and Architect may be terminated by either party upon seven days written notice in the event of persistent failures of performance of material terms and conditions of the Agreement by the other party through no fault of the terminating party.
2. If the Letter Agreement is terminated upon completion of any phase of the Architect's services and herein defined, payments shall be made for completed phases of work. If the Agreement is terminated during the course of performance of a phase of the work, the Architect shall be paid the reasonable value for services performed during such phase prior to effective date of termination of the Agreement.

B. OWNERSHIP OF DOCUMENTS

All documents, including original drawings, estimates, specifications, field notes and data are and shall remain the sole and exclusive property of the Architect as instruments of service. The Architect shall provide a set of reproducible record prints of drawings and copies of other documents relevant to the Project. The Owner may use said drawings and other documents solely in connection with the construction, maintenance and occupancy of the project and not for the purpose of making subsequent extensions or enlargements thereto. Any use of the documents for purposes other than those identified in the Agreement are at the Owner's sole risk and expense.

C. INSURANCE

The Architect shall secure and maintain such insurance as will adequately protect him from claims under the Workmen's Compensation acts and from claims for bodily injury, death or property damage which may arise from errors or omissions in the performance of his services under the Agreement with the Owner. The Architect hereby states, and the Owner acknowledges, that the Architect has professional liability insurance for claims arising out of the performance of or failure to perform professional services. The Architect, shall submit a certificate of insurance showing such coverages exist.

D. ADDITIONAL SERVICES

Additional services required due to changes or increases in the scope of work shall be charged on a time and expense basis or as negotiated between Owner and Architect. Additional services based on time and expense will be invoiced in accordance with the attached hourly rate schedule.

If more extensive Project representation during Construction Administration is requested by Owner, and is beyond the number of site visits included in our proposal and/or our Agreement, Architect will provide the appropriate staff as requested and invoice for such representation as an Additional Service.

E. BILLING BACKUP

Architect will provide, as requested by Owner and at no additional cost, a detailed computer print-out of the reimbursable expenses billed to the Project. If copies of the actual expense receipts are required on a regular basis, the cost to gather and reproduce such receipts will be billed to the Project as an Additional Service on an hourly basis.

F. COST ESTIMATES

Unless specified otherwise, Architect's cost estimates are based on assumed labor costs and approximate quantities of material and equipment, and therefore are of a conditional character. The Architect cannot guarantee the cost of work to be performed by others since market and/or bidding conditions can change at any time and changes in the scope or quality of the project may affect estimates.

G. HAZARDOUS MATERIALS

Architect shall have no responsibility for the presence, discovery, removal, disposal, or claims for injury or death, related to the existence of pollutants, hazardous wastes, or other toxic substances at the project site. Owner shall retain, at Owner's expense, the services of a certified hazardous waste Consultant to survey and identify the existence and location of hazardous waste, pollutants or toxic substances on the Project site. Owner's hazardous waste Consultant shall develop specifications for the removal of such materials.

H. SUCCESSORS AND ASSIGNS

The Owner and the Architect each binds himself, his successors, executors, administrators and assigns in respect to all covenants contained in this Letter Agreement.

I. ASSIGNABILITY

The Owner or the Architect shall not assign, sublet or otherwise transfer any interest in the P.O without the written consent of the other party.

J. APPLICABLE LAW

Unless otherwise specified, this Letter Agreement shall be governed by the laws of the State of Connecticut.