



January 26, 2021

Mr. James Fox
Zoning Commission Chairperson
Black Point Beach Club
15 Blue Heron Road
Niantic, CT 06357

**RE: Black Point Association Master Plan (rev. 1/26/21)
Black Point, Connecticut
SLR #141.17366.P0001**

Dear Mr. Fox:

SLR International Corporation (SLR) 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.

For over 20 years, our certified planners have specialized in municipal plans of development, land use and zoning, coastal resiliency and Municipal Coastal Programs (MCP), and public engagement. 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.

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.

SCOPE OF SERVICES

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

2.0 Baseline Conditions

It is our understanding that the Town of East Lyme is in the process of updating 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.

3.0 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 unique 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.

Public health emergencies, such as the ongoing COVID-19 pandemic, can make large gatherings imprudent or dangerous. Our Team is well positioned to design and deliver a successful outreach plan for this process. We recognize that one size does not fit all, and that a successful outreach process will require using a variety of tools at the appropriate points in time for your project. With that said, we will work with you to finalize our public outreach plan at the outset of the project, keeping in mind the need for flexibility with respect to public health considerations.

Finally, for in-person public workshops or meetings that are held, we will follow Centers for Disease Control and Prevention (CDC) guidelines to minimize risks, including providing prevention supplies at the event, implementing safety protocols, and encouraging social distancing measures.

We recommend using the following strategies to engage the 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.

The Project Team will assist the designee in preparing appropriate postings for Black Point's social media accounts to alert the community of opportunities to engage in the planning process and report on progress.

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 up to two rounds 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.

Interviews and Focus Group Meetings

As a follow-up to the online survey, the Project Team will coordinate with the Working Group to conduct interviews with key stakeholders. Up to four (4) such interviews are included in the fee proposal. Given the obstacles to in-person meetings due to the pandemic, the Project Team has the flexibility to meet virtually or through online questionnaires that will help in better understanding the issues and objectives as well as spark deeper conversations regarding the trajectory of the Master Plan.

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. SLR 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, and live audience polling. 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 and 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.

4.0 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.

5.0 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 to the Project Team any changes or modifications to be made prior to preparation of the final Master Plan.

6.0 Final Plan

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

TIME FOR COMPLETION

The Project Team expects to complete the above-described tasks in approximately 4 to 6 months from authorization to proceed, to ensure ample time for the public outreach plan and engaging the seasonal residents. At the project initiation meeting a formal schedule identifying key milestones, review periods, and deliverables will be prepared.

FEE SCHEDULE

The total fee for the above scope of services is \$26,000. This fee schedule was developed based on our recent experience assisting other communities with comprehensive planning updates, and includes \$600 expenses for the online survey program, materials for the workshop, and mileage.

Billings will be submitted monthly on a percentage-of-completion basis. Any additional services requested would be compensated on a per diem fee basis per the SLR preferred fee schedule in effect at that time.

STANDARD TERMS AND CONDITIONS

This proposal is subject to our Standard Terms and Conditions, which are attached hereto and incorporated herein.

ACCEPTANCE

If the above proposal meets with your approval, work may be initiated by signing a copy in the space provided below and returning it to us for our files.

January 26, 2021

Mr. James Fox

Page 6



We appreciate the opportunity to be considered for this project and look forward to your acceptance of our proposal.

Sincerely,

SLR International Corporation

A handwritten signature in black ink, appearing to read "Michael Zuba".

Michael Zuba, AICP

U.S. Manager of Planning

Enclosures

141.17366.P0001-j2521-prop

The above proposal and attached Standard Terms and Conditions are understood and accepted:

By _____ Date _____

(Print name and title)

2021 Preferred Hourly Rates & Reimbursable Expenses

Connecticut Office

Clerical	\$ 65.00	Per Hour
Survey Crew Member	\$ 85.00	Per Hour
Draftsperson/Technician	\$ 85.00	Per Hour
Senior Draftsperson/Technician	\$ 95.00	Per Hour
Inspector	\$105.00	Per Hour
Senior Inspector	\$120.00	Per Hour
Chief Inspector	\$140.00	Per Hour
Resident Project Representative	\$160.00	Per Hour
Engineer/Designer/Planner	\$115.00	Per Hour
Senior Engineer/Designer/Planner	\$125.00	Per Hour
Licensed Professional/Specialist	\$145.00	Per Hour
Lead Licensed Professional/Specialist	\$155.00	Per Hour
Senior Licensed Professional/Specialist	\$175.00	Per Hour
Principal	\$220.00	Per Hour

Reimbursable Expenses

Bond Prints	\$ 2.00	Each
Large Bond Prints	\$ 3.00	Each
Fixed Line Mylars	\$75.00	Each
Color Plots/Mylars	\$30.00	Each
Large Color Plots/Mylars	\$45.00	Each
Photo Copies – 8½ x 11	\$ 0.12	Per Copy
Photo Copies – 11 x 17	\$ 0.24	Per Copy
Color Copies – 8½ x 11	\$ 1.25	Per Copy
Color Copies – 11 x 17	\$ 2.25	Per Copy
Binding 0-200 pages	\$ 6.00	Per Bound Copy
201 or more pages	\$ 7.50	Per Bound Copy
Board Mounting	\$25.00	Each
FedEx – \$0-\$25	\$25.00	Per FedEx
FedEx – Over \$25	Cost	Per FedEx
Mileage	(IRS Rate)	Per Mile

2020 ct pfd hourly rates.doc

STANDARD TERMS AND CONDITIONS

Unless specifically excluded in the Contract, these Terms and Conditions are incorporated by reference into the foregoing proposal or contract and shall be part of the Agreement under which Services are to be performed by Milone & MacBroom, Inc. (**SLR**) for the **Client**.

- 1. Method of Payment:** Monthly, **SLR** will invoice **Client** for all Services rendered during the previous month. Invoices will be due upon receipt. Any unpaid invoices and charges will draw late payment fees at 1½% per month commencing 30 days after date of invoice. **Client** shall notify **SLR** in writing of any disputed amount within 10 days after date of invoice; otherwise, **Client** shall be deemed to have waived any objection to all invoice charges and agreed to the invoice being acceptable. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Lump Sum Fee Price and Fixed Price contracts will be invoiced on a percent-complete basis as determined by **SLR**. Unless otherwise agreed, out-of-pocket costs for mileage, special mailing, reprographics, and similar costs will be invoiced as additional direct expenses. Subconsultant fees will be invoiced at cost plus a 10 percent markup for processing. In the event that **SLR** retains a collection agency or attorneys to recover any monies owed by **Client** to **SLR**, then **SLR** shall also be entitled to recover its reasonable cost of collection and legal costs from **Client**, including, but not limited to, all fees and costs incurred by **SLR** under mediation and litigation proceedings. **SLR** may suspend or terminate any and all of the Services if payment of any invoiced amount not reasonably in dispute is not received by **SLR** within 60 days from the date of **SLR's** invoice. Such suspension of services is done without waiving any other claim against **Client** and without incurring any liability to **Client** for such suspension due to **Client's** breach of payment terms. Termination shall not relieve **Client** of its obligation to pay amounts incurred up to termination.

The **Client's** obligation to pay for the Services performed under this Agreement is in no way contingent upon **Client's** ability to obtain financing, zoning, approval of governmental or regulatory agencies, favorable judgment of lawsuit, or upon **Client's** successful completion of project. Should Services be suspended for a period of ninety (90) days, **SLR** shall be entitled to additional compensation to reinstate work. Lump sum fees, if applicable, quoted in this Contract shall remain valid for a period of twelve (12) months from the date of Contract. Thereafter, they may be adjusted in accordance with **SLR's** current rate structure. Hourly personnel rates may be adjusted on an annual basis.

- 2. Level of Services:** The Level of Service will be performed for the exclusive benefit of **Client**. **SLR** will perform the Services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of **SLR's** profession practicing in the same or similar locality at the time of performance. No other warranty, express or implied, is made or intended, and the same are specifically disclaimed.

Client shall not be entitled to assert a claim against **SLR** based on any theory of professional negligence or violation of the standard of care unless and until **Client** has obtained the written opinion from a licensed, independent, and reputable engineering and/or environmental professional, as appropriate for the Services in question, that **SLR** has violated the standard of care applicable to **SLR's** performance of those Services under this Contract. **Client** shall promptly provide such independent opinion to **SLR**, and the parties shall endeavor in good faith to resolve the claim within 30 days.

- 3. Deliverables:** All hard paper copies of deliverables, including, and limited to, any and all reports, drawings, plans, and specifications prepared by **SLR** hereunder shall be delivered to **Client** upon final payment for **SLR's** Services. Deliverables may not be used or reused by **Client**, its employees, agents, or subcontractors in any extension of the project or on any other project or any other use without the prior written consent of **SLR**. **Client** agrees that all deliverables furnished to the **Client** not paid for in full will be returned to **SLR** upon demand and will not be used for design, construction, permits, or licensing. All originals of such deliverables shall remain in possession of and the property of **SLR**. Copies of any electronic media or disks of originals of any of **SLR's** deliverables, such as designs, specifications, calculations, CAD documents, etc., shall not be made available unless a specific agreement is made to the contrary as part of the Scope of Services. All the drawings, plans, specifications, and deliverables prepared by **SLR** are instruments of **SLR's** service, and **SLR** shall be deemed the author of them and will retain all common law, statutory, and other reserved rights, including, but not limited to, the copyrights.

SLR shall have the right to include photographic or artistic representations of the Project among **SLR's** promotional and professional materials. **SLR** shall be given reasonable access to the Project to make such representations. **Client** shall advise **SLR** of confidential or proprietary information which should be excluded from promotional materials.

- 4. Limitation of SLR's Liability to Client:** In recognition of the relative risks and benefits of the Project to both the **Client** and **SLR**, the **Client** agrees that except for circumstances caused by the willful misconduct of **SLR**, all claims for damages asserted against **SLR** by **Client**, including claims against **SLR's** directors, officers, shareholders, employees, and agents, are limited to the total fee for services rendered or \$250,000.00, whichever is less. **SLR** is solely responsible for its personnel only, and no others. **SLR** shall not be responsible for any special, incidental, indirect, or consequential damages (including loss of profits) incurred by **Client** as a result of **SLR's** performance or nonperformance of Services. **SLR** shall not be liable for extra work or other consequences due to changed conditions or for costs related to failure of the construction contractor or materialmen or service provider to install work in accordance with the plans, specifications, or applicable code, or for the actions or inactions of regulatory agencies. Any claim shall be deemed waived unless made by **Client** in writing and received by **SLR** within one (1) year after completion or termination of the Services.

5. **Client Indemnification:** **Client** shall indemnify and hold harmless **SLR** and its shareholders, directors, officers, employees, and agents against all losses or claims, and costs incidental thereto (including costs of defense, settlement, and reasonable attorney's fees) which any or all of them may incur, resulting from bodily injuries (or death) to any person, damage (including loss of use) to any property, or contamination of or adverse effects on the environment, arising out of or which are in any way connected with (i) the acts or omissions of **Client**, **Client's** employees, agents, and subcontractors, or (ii) **Client's** breach of Contract.
6. **Required Disclosures by Client:** **Client** shall provide **SLR** all information which is known or readily accessible to **Client** which may be reasonable and/or necessary for completion of the Services by **SLR** or protection or safety of **SLR** personnel.
7. **Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Contract, Force Majeure includes, but is not limited to, adverse weather conditions; floods; epidemics; war; riot; strikes; lockouts and other industrial disturbances; unknown site conditions; accidents; sabotage; fire; loss of or failure to obtain permits; unavailability of labor, materials, fuel, or services; court orders; acts of God; and acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the Services may be continued.
8. **Termination:** This Contract may be terminated by either party upon thirty (30) days' written notice to the other party. Irrespective of which party terminates or the cause therefor, **Client** shall, within thirty (30) days of termination, compensate **SLR** for fees, charges for services, and costs incurred up to the time of termination, as well as those associated with termination activities. It is agreed, at any time after the total compensation payable to **SLR** under this Contract is met, that **SLR** shall have the right to suspend or terminate further performance or continuance of Services until **Client** and **SLR** have executed an extension to the contract or a new contract.
9. **Entire Contract:** This Contract constitutes the entire agreement, including herein-referenced proposal(s), attachments, and schedules, etc., between the parties and supersedes any and all prior written or oral agreements, negotiations, or understandings existing between the parties. This Contract may be amended only by written instrument signed by each party.
10. **Testimony:** Should **SLR** or any **SLR** employee be requested by any party or compelled by law to provide nonexpert testimony or other evidence with respect to the Services, and **SLR** is not a party to the dispute, **SLR** shall be compensated by **Client** for **SLR's** preparations, document retrieval, document reproduction, and testimony at **SLR's** current hourly rates. **SLR** shall provide expert witness testimony pertaining to any Services at premium rates of 1.5 times the then current hourly rates. **Client** agrees to reimburse **SLR** for reasonable travel, lodging, and meal expenses that are incurred in conjunction with providing either expert or nonexpert testimony or other evidence.
11. **Precedence and Survival:** This Contract shall take precedence over any inconsistent or contradictory provisions contained in any **Client**-issued purchase order, requisition, notice to proceed, or like document regarding the Services. All obligations arising prior to the termination of this Contract and all provisions of this Contract allocating responsibility or liability between **Client** and **SLR** shall survive the completion of Services hereunder and the termination of this Contract.
12. **Governing Law:** This Contract shall be governed by, construed, and interpreted in accordance with the laws of the State of Connecticut, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction.
13. **Claims, Disputes/Mediation:** For any claim, dispute, or other matter in question between parties to this Contract arising out of or relating to this Contract or breach thereof, the parties shall first attempt to resolve such issue through discussions between **SLR** and **Client**. Any claim or dispute not resolved per the above discussions shall be subject to and decided by and through the process of nonbinding mediation. Such mediation process shall be done by and through an independent court-certified mediator. All mediation proceedings, hearings, and meetings shall be held in Cheshire, Connecticut. Any unsettled claims, disputes, or other matters in question between parties not settled and agreed to by this process of mediation shall be subject to and decided by and through litigation.
14. **Equal Opportunity/Non-Discrimination Statement:** **SLR** is an Affirmative Action Equal Opportunity Employer. **SLR** and the **Client** shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by **SLR** and the **Client** that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and **SLR** and the **Client** further agree to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by **SLR** and the **Client** that such disability prevents performance of the work involved.