



July 13, 2018

Preston Lee
City of Lewes, Board of Public Works
PO Box 227
Lewes Delaware 19958

RE: Proposal | Strategic Plan Facilitation
SSM File POP02018.0799 Revision 1

Dear Pres:

Spotts, Stevens and McCoy (SSM) thanks you for the opportunity to provide our Proposal to Facilitate the Strategic Planning Process for the Board of Public Works of the City of Lewes (BPW).

SSM's team includes seasoned, technical professionals that have worked with municipal and authority boards, public and private utilities, and non-profit groups across the Mid-Atlantic Region. From electric, power, water and wastewater utilities to stormwater authorities, to utility capital improvement plans and public works administration, we help organizations develop, plan, and implement strategic initiatives every day. We have complemented our team with Paul Spiegel, PE, LEED AP of Practical Energy Solutions for his expertise in energy, conservation, and master planning.



A strategic plan is a clear picture of an organization's vision, illuminating the path for the future. As facilitator, SSM will guide the planning process and help BPW align their vision for the future with an implementable plan that is sustainable and is responsive to the needs of its customers. The process will provide a forum for the BPW stakeholders to explore, discuss and debate strategic issues and priorities, and for making clear decisions for the BPW. At the end of the process, BPW will have a roadmap that outlines a sustainable plan for the long-term future.

SSM's technical team will guide you through the strategic planning process. Working side by side with the BPW we help you find the answers by asking the right questions. The result is a sustainable plan that can be implemented into operations.

We collaborate. We will gain input and feedback through various levels of participation and tools including stakeholder meetings, surveys, focus groups and interviews. The planning process benefits from participation by all stakeholders. The resulting Strategic Plan is more reflective of the organization, implementable, and achievable if those that are impacted by the plan are involved in the formation of the plan.

We ask questions. As we guide you through the planning process, we will work with the stakeholders identify key priorities and ensure that this key information is brought into the discussion. Additionally, our team consists of diverse, technical experts to facilitate technical discussions.

We connect the pieces. At the end of the process BPW will have a Plan that's aligned with your Vision. We provide the checks along the way to be sure that each step is aligned with previous steps. The result is a comprehensive, implementable Strategic Plan.





SCOPE OF WORK | OUR APPROACH

Phase I – Discovery Timeline: 2 weeks

The SSM Team will meet with the BPW Board to immerse the Team in BPW history, operations, and current goals for the purpose of identifying future, critical strategic issues and to identify the key questions for the planning process. In preparation for the Discovery meeting, SSM will review past survey results and current operations plans. SSM will provide an agenda for the 2-hour Discovery meeting that will include preparation materials for participants and key staff interviews to focus their thinking prior to the meeting. This phase will result in an understanding of the organization, identification of key stakeholders, and determination of strategic priorities and agenda items for discussion during the Planning Workshops.

Objectives of Session	Discover primary goals the BPW seeks to achieve. Establish the BPW Strategic Team participants. Set the project schedule with BPW Strategic Team.
Audience/Participation	BPW: Board Members SSM Team Members: Brian Hassinger, Paul Spiegel, Patrick McCoy
Materials	<ul style="list-style-type: none"> • Operations/Capital Plan • Organizational Structure/Department Organizations • Current Vision/Mission Statements • Financials, Size of Utility, Customer Base • Relationships with other governing agencies • Past Customer Surveys/Feedback
Time	2-hour session
Activities/Discussion	Brainstorming conversation to achieve session objectives
Pre-Work	What keeps you up at night? What are the pressing issues facing BPW in the coming years?

Phase II – Facilitated Strategic Planning Workshop..... Timeline: 4 weeks

The SSM Team will facilitate a full-day workshop with the BPW Strategic Planning Team and allotting time for community involvement at the conclusion of the workshop if desired.

Morning Session: Situation Assessment

The session will focus on two essential ideas: *Where are we today? Where do we want to be?*

The workshop will include structured exercises focused on Vision and Mission to reinforce and gain full buy-in alignment on strategic direction. We will facilitate discussions around Strengths, Weaknesses, Opportunities, Threats (SWOT) as well as political, economic, socio-cultural and technological (PEST) influences. All play a part in determining the overall business environment and the strategies necessary to sustain the organization and meet the needs of the future. We will also work with the group to identify key strategic priorities that the group will explore during the process. These priorities could represent current utility services, regulatory issues, alternate utilities, future customer requirements, or other topics identified during Phase I.



Objectives of Session	Situation Assessment
Audience/Participation	BPW: Board and identified Stakeholders or Strategic Team Members SSM Team Members: Brian Hassinger, Paul Spiegel Support: Kent Morey, Darryl Jenkins
Materials	SWOT/PEST
Time	4-hour session
Activities/Discussion	Discover Vision and Mission SWOT and PEST Analysis <ul style="list-style-type: none"> • What do we do well? Are we customer focused? What can we do better? • What obstacles are we facing? Where do we lack resources?
Pre-Work	Be prepared to comment: Where are we today? Where do we want to be?

Afternoon Session: Focusing the Direction

The discussion continues in-depth exploration of strategic priorities. The SSM Team will guide the discussions as we confirm the direction for the Strategic Plan. The breakout discussions will focus on components of the Plan to aid in prioritizing the objectives identified during the Situation Assessment. The SSM Team will guide the discussion with key questions related to the priorities focusing on strengths of the organization, economics and regulatory impacts, and alignment with Vision and Mission.

Objectives of Session	Focus the Direction
Audience/Participation	BPW: Board and identified Stakeholders or Strategic Team Members SSM Team Members: Brian Hassinger, Paul Spiegel Support: Kent Morey, Darryl Jenkins
Materials	Compilation of Discovery and Workshop Key Points
Time	4-hour session
Activities/Discussion	Activities and discussions focused on Strategic Priorities
Pre-Work	Review supporting technical documentation related to key points of Discovery.

Phase III - Crafting the Plan Timeline: 4 weeks

The activities in Phase II will provide the details for crafting the strategic plan document. The SSM Team will compile the minutes, discussions, and strategies set during the workshops and prepare a preliminary Strategic Plan Document for discussion and review by the BPW Strategic Planning Team during a 2-hour session.

Components of the Plan

- Mission – a broad statement describing the overall purpose BPW.
- Vision – a statement describing how the future will look if BPW achieves the Strategic Priorities.
- SWOT/PEST Analysis
- Strategic Priorities – Summary of the Planning Results
- Action Plan – Goals and Objectives





Objectives of Session	Finalize Strategic Plan Document
Audience/Participation	BPW: Board SSM: Brian Hassinger
Materials	Summary of Meeting Discussions, Preliminary Draft
Time	2-hour session
Activities/Discussion	Review the Preliminary Strategic Plan Document
Pre-Work	Read and bring feedback for discussion

EXCLUSIONS

Our Proposal includes the services outlined in the Scope of Work; if there is a need for additional services we will provide a separate Proposal.

The Schedule is contingent on availability of the BPW Strategic Team.

COMPENSATION

SSM will provide the services described in the Scope of Work for a lump sum fee of Twenty Thousand One Hundred Dollars (\$20,100).

In addition, SSM can provide a facilitated public meeting for a lump sum fee of Four Thousand One Hundred Dollars (\$4,100)


Our fees are valid for ninety (90) days from the date of this Proposal.

Terms and Conditions

Our Standard Terms and Conditions for the performance of services are included in this letter. The Issuance of a Purchase Order in response to this Proposal constitutes acceptance. In the event of any inconsistencies between this Proposal and any other contract document, including but not limited to Purchase Orders issued in response hereto, this Proposal shall govern.

We appreciate the opportunity to provide professional services for this project. Should you have questions or require additional information, please contact me.

Sincerely,
Scott Stevens and McCoy



Patrick M. McCoy, PE, LEED AP, CSDP
Executive Vice President, Marketing and Sales
patrick.mccoy@ssmgroup.com



Terms and Conditions for Service Authorization

1. JOB SITE

1.1 CLIENT, at CLIENT's expense, shall furnish to Spotts, Stevens and McCoy (SSM) all documents and information known to CLIENT that relate to the identity, location, quantity, nature or characteristics of any asbestos or hazardous materials at, on or under the site. In addition, CLIENT will furnish such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by SSM for proper performance of its services. SSM shall be entitled to rely on the accuracy and completeness of CLIENT-provided information in performing the services required under this AGREEMENT. CLIENT-provided documents will remain the property of the CLIENT.

1.2 CLIENT shall mark the location of all underground utilities affecting the job site. SSM assumes no liability for the accuracy or completeness of these markings. CLIENT shall arrange for proper disconnection or de-energizing of utilities as requested by SSM.

2. DISPOSAL OF CONTAMINATED MATERIAL

2.1 It is understood and agreed that SSM is not, and has no responsibility as, a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances, including asbestos and that CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation and disposal of any hazardous substances or constituents found or identified in any sample collected by SSM.

2.2 All samples of hazardous substances or materials containing hazardous substances (whether soil, water, sludge, or any other material collected as a result of testing or sampling) shall become and remain the property of the CLIENT and will be returned to the CLIENT after laboratory analyses are completed and the CLIENT shall have responsibility for the proper handling and disposal of all such samples and materials.

2.3 Any and all testing or sampling equipment, clothing, expendables or supplies which cannot be decontaminated will also become the property of the CLIENT subject to the CLIENT's responsibilities as outlined in Paragraph 2.2.

3. INVESTIGATION OF ALLEGED ERRORS OR OMISSIONS

In the event Engineer is asked to investigate an alleged act, error, or omission of the Engineer, and it is determined that Engineer was not at fault, Client shall bear the costs of such investigative or testing work relating thereto. If it is determined that the Engineer was at fault, then Engineer shall absorb the costs of their investigation and the cost of any professional design services as may be required to correct or remedy any negligent act, error, or omission. Engineer shall not be responsible beyond such corrective professional services.

4. FEES AND REIMBURSABLE EXPENSES

4.1 Reimbursable Expenses means the actual expenses plus our standard markups to cover administrative costs, incurred by SSM or SSM's independent professional associates or consultants directly or indirectly in connection with the PROJECT, such as expenses for: transportation and subsistence incidental thereto; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, bidding documents, expenses incurred for computer time and other highly specialized equipment; and other similar PROJECT related items.

4.2 Fees and Reimbursable Expenses under this AGREEMENT will also include any state or local sales or use tax. Payment shall be made by CLIENT within thirty days from the date of the invoice. SSM reserves the right to require payment at any time prior thereto if in good faith it believes that the prospect of payment is impaired. Interest at the rate of 1.5% per month shall accrue for late payment beginning 30 days after the date of invoice.

4.3 SSM may suspend performance under this AGREEMENT if at any time any fees or costs are not paid and outstanding for a period of more than 45 calendar days from the date of invoice. In the event of a suspension, CLIENT agrees to reimburse SSM for all increases in costs of its services caused by the suspension, including profit on the increased cost of performance and expenses related to decontamination and remediation, if any.

4.4 In the event of delays through no fault of SSM and due to the CLIENT'S conduct, CLIENT shall pay all costs which have been reasonably incurred by SSM in suspending the services, including all costs incurred in reactivating the services. This is in addition to compensation for services performed and costs incurred prior to suspension.

5. LIABILITY LIMITATIONS

5.1 Standard of Care
Services provided by SSM under this AGREEMENT will be conducted with the level of skill and care ordinarily exercised by members of the profession under similar conditions. No warranty, expressed or implied, is made.

5.2 As between the parties to this AGREEMENT, any applicable statute of limitations or repose will begin to run, and any cause of action will have accrued, not later than the date of the last invoice sent to CLIENT by SSM for project work performed. In no event shall CLIENT be permitted to make any claim against any party, including third parties not in privity with this AGREEMENT, after four years from the date of any specific substantial completion of the PROJECT or the date of final payment to SSM for any PROJECT, whichever event occurs earliest (referred to as the date of repose), whether the basis of any claim is known or discovered before or after that date of repose.

5.3 The liability of SSM or any of its principals or employees for any claims based on the performance or nonperformance of any duties arising from this AGREEMENT shall be limited to the sum of all fees paid, or the amount of insurance proceeds, whichever is less.

THE REMEDIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF AND EXCLUDE ALL OTHER REMEDIES AVAILABLE TO CLIENT AND CONSTITUTE CLIENT'S EXCLUSIVE REMEDIES AGAINST SSM REGARDLESS OF WHETHER CLIENT'S CLAIM ARISES FROM THE NEGLIGENCE OF SSM, ITS SUBCONTRACTORS, SUPPLIERS, AGENTS OR EMPLOYEES; BREACH OF WARRANTY; BREACH OF CONTRACT; STRICT OR ABSOLUTE LIABILITY; OR OTHER ACT, ERROR OR OMISSION; OR FROM ANY OTHER CAUSE WHATSOEVER; OR ANY COMBINATION OF THE FOREGOING.

5.4 Neither SSM nor any of its principals or employees shall be liable for any delay in performing under this AGREEMENT, including delays attributable to labor disputes, force majeure, substantial modification of the scope of work, or any cause beyond SSM's control.

5.5 Neither SSM nor any of its principals or employees make any implied or express warranties with regard to any of the services to be provided hereunder and nothing herein shall be construed as such. To the contrary, any alleged breach of this AGREEMENT or claim against SSM or any of its principals or employees by any person or entity arising from the services provided under this AGREEMENT is to be judged by the standard of reasonable care as rendered by others under similar circumstances at the time when and at the place where the services are rendered.

6. INDEMNIFICATION

6.1 To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless SSM, its successors and assigns, and the directors, officers, agents, and employees of each of them, from and against any and all claims, damages, losses and expenses, including attorney's fees, provided that (1) such liability is caused by CLIENT'S wrongful acts, and (2) such claim is attributable to bodily injury, sickness, disease or death, or to the injury to or destruction of tangible property, including the loss of use resulting therefrom.

6.2 To the fullest extent permitted by law, SSM shall indemnify and hold harmless CLIENT, successors and assigns, and the directors, officers, agents, and employees of each of them, from and against any and all claims, damages, losses, and expenses, including attorney's fees, provided that (1) such liability is caused by SSM's wrongful acts, and (2) such claim is attributable to bodily injury, sickness, disease or death, or to the injury to or destruction of tangible property, including the loss of use resulting therefrom.

6.3 SSM shall not be liable to client for any interest, special, indirect or consequential damages, whatsoever, whether caused or alleged to be caused by SSM's negligence, errors, omissions, strict liability, breach of contract or warranty, or performance of services under this AGREEMENT.

7. ARBITRATION

7.1 All claims, disputes and other matters in question between the parties to this AGREEMENT, arising out of or relating to the AGREEMENT or the breach thereof, shall be decided by a panel of three arbitrators in accordance with the current Construction Industry Arbitration Rules of the American Arbitration Association, said Rules being incorporated herein by reference. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction.

7.2 No arbitration arising out of, or relating to this AGREEMENT shall be consolidated, joined or otherwise, any person or entity who is not a party to this AGREEMENT except by written signed consent of both the SSM and the CLIENT.

8. TERMINATION OF AGREEMENT

8.1 This AGREEMENT may be terminated by either party, upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. CLIENT's failure to perform promptly when due, or if SSM has reason to believe CLIENT will be unable to make any such performance, shall be events justifying termination pursuant to this clause.

8.2 In the event of termination which is not the result of SSM, SSM shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due, and All Termination Expenses as defined below.

8.3 Termination Expenses include expenses directly attributable to termination for which SSM is not otherwise compensated, plus 10 percent of the total compensation earned to the time of termination. The parties hereby acknowledge the difficulty of determining SSM's actual damages as a result of termination and agree that the Termination Expenses defined here are liquidated damages.

9. INTEGRATION

9.1 The AGREEMENT represents the entire and integrated agreement between the CLIENT and SSM and supersedes all other negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both CLIENT and SSM. No course of prior dealing between the parties, no usage of trade and no course of performance accepted or acquiesced in shall be used to supplement, define or explain any term used in this AGREEMENT.

10. PATENTS, COPYRIGHTS AND TRADE SECRETS

10.1 SSM will not conduct patent searches and does not assure any liability for patent or copyright infringement or use of trade secrets and SSM makes no representations that equipment, or materials used in its work or otherwise are free of such claims.

11. INTERPRETATION

11.1 If any provision of this AGREEMENT differs in any respect from the provisions (if any) of CLIENT'S invitation to bid, purchase order or other solicitation, this AGREEMENT shall govern and shall be construed as SSM's counteroffer and shall not be effective as an acceptance of such invitation to bid, purchase order, or other solicitation. Acceptance of the terms of this AGREEMENT must be made on the exact terms contained herein.

12. NO THIRD PARTY BENEFICIARIES

12.1 This AGREEMENT is made solely for the benefit of the parties hereto and nothing herein is to be construed as conferring any right or benefit on any third party, it being the expressed intent of the CLIENT and SSM that they are the sole beneficiaries of the terms of this AGREEMENT and there are no third party beneficiaries to this AGREEMENT.

13. OWNERSHIP AND USE OF DOCUMENTS

13.1 All documents, including drawings, specifications, reports, and digitized versions thereof, furnished by SSM under this AGREEMENT shall be the property of the CLIENT subject to the following:

- a. SSM shall be entitled to keep copies of all such documents;
- b. SSM shall have the right to use the intellectual property contained in such documents;
- c. All proprietary information of SSM, including formulae, calculations, standards and computer programs used in the preparation of the documents, shall remain the property of SSM;
- d. Documents furnished by SSM under this AGREEMENT are not to be reused by the CLIENT or any other person for extensions of the project for which they were prepared or on any other project. Any reuse of the documents without specific written verification or adaptation by SSM will be at the CLIENT'S sole risk and without liability to SSM and CLIENT shall indemnify and hold SSM harmless from any claims or damages resulting from such reuse. Any verification or adaptation of the documents by SSM will entitle SSM to further compensation at rates to be agreed to by the CLIENT and SSM.

14. OPINION OF PROBABLE COSTS

14.1 Opinions of probable construction and related costs, financing, and acquisition of land and rights-of-way prepared by SSM represent its judgment as a design professional and are supplied for the general guidance of the CLIENT. Since SSM has no control over cost of labor, materials, equipment, or services furnished by others, over contractors' methods of determining prices, over costs of financing, acquisition of land or rights-of-way, or over competitive bidding, market or negotiating conditions, SSM does not guarantee that any such opinions will not vary from actual costs or contractors' bids to the CLIENT.

15. NONDISCRIMINATION CLAUSE

15.1 We at Spotts, Stevens and McCoy are an Equal Opportunity Employer and adhere to the Equal Employment Opportunity Clause under Executive Order 11246, as amended, Section 503 and Section 2012.



AUTHORIZATION FOR SERVICES

Proposal | Strategic Plan Facilitation
SSM File POP02018.0799

Spotts, Stevens and McCoy (SSM) thanks you for the opportunity to provide Strategic Plan Facilitation as outlined in our Proposal (POP02018.0799) dated June 21, 2018.

COMPENSATION

SSM will provide the services described in the Scope of Work for a lump sum fee of Twenty Thousand One Hundred Dollars (\$20,100).

In addition, SSM can provide a facilitated public meeting for a lump sum fee of Four Thousand One Hundred Dollars (\$4,100)

Please review the enclosed Conditions and acknowledge your acceptance of them by returning a signed copy of this Authorization for Services.

We look forward to working with you on this project.

Sincerely,
Spotts, Stevens and McCoy

Patrick McCoy, PE, LEED AP, CSDP
Executive Vice President, Sales and Marketing
patrick.mccoy@ssmgroup.com

Reviewed and Accepted:

Signature

Printed Name and Title

Date

Preliminary Board Document