



## CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

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THIS AGREEMENT is made as of the 16<sup>th</sup> day of September 2024, by and between Fitzgerald & Halliday, Inc. d/b/a FHI Studio, a Connecticut corporation, with a corporate address of 416 Asylum Street, Hartford, Connecticut 06103 (hereinafter referred to as "FHI Studio") and the Town of Old Lyme, a Connecticut municipal corporation, with a corporate address of 52 Lyme Street, Old Lyme, Connecticut 06371, (hereinafter referred to as "Town").

WHEREAS, Town desires FHI Studio to perform certain technical or professional services in connection with an updated of the Town's comprehensive zoning regulations; and

WHEREAS, FHI Studio desires to perform such services;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties hereto agree as follows:

## **A. PERFORMANCE OF WORK**

- 1) Scope of Work:** FHI Studio shall perform the services more fully described in Attachment A hereto (the "Work").
- 2) Standard of Care:** All of FHI Studio's services hereunder shall be performed within generally accepted standards of professional care for work in the same locality, under similar circumstances, and reasonably satisfactory to Town. Any of FHI Studio's services which do not meet the standard of care shall be timely reperformed by FHI Studio at no additional cost so that all such services meet or exceed such standard.
- 3) Changes to Scope:**
  - i) Town-directed Changes:** Town shall have the right, at any time prior to completion of the Work, to direct changes to the Work. Such changes shall be promptly communicated to FHI Studio in writing.

If, in FHI Studio's professional opinion, any such change is likely to cause an increase or decrease in the cost of or time required for FHI Studio's performance of the Work, FHI Studio shall submit to Town a written assessment and request for any resultant adjustment in payment and/or schedule upon becoming aware of such likelihood. FHI Studio and Town shall negotiate any such adjustment in good faith and shall execute an amendment to this Agreement commemorating such adjustment. FHI Studio shall not continue with any such changed work until such addendum has been executed by both

parties hereto.

- ii) **Changes in Circumstances:** Upon becoming aware of any circumstances FHI Studio believes are likely to cause an increase in the cost of or time required for FHI Studio's performance of the Work, FHI Studio shall provide prompt written notice to Town of such circumstances and the likely impact upon the Work after FHI Studio first learns of the circumstances so that Town may have the opportunity to take amendatory action to avoid the impact of such circumstances. Upon Town's receipt of such notice, FHI Studio and Town shall negotiate any necessary adjustment in good faith and shall execute an amendment to this Agreement commemorating such adjustments. FHI Studio shall not continue with any Work affected by such circumstances until such addendum has been executed by both parties hereto.
- 4) **Schedule:** The Work shall commence upon FHI Studio's receipt of a written Notice to Proceed from Town and shall be completed on a mutually agreeable schedule. FHI Studio's failure to perform in a timely manner shall be considered a material breach of this Agreement.
- 5) **Force Majeure:** Neither party shall be liable in any way for any failure to perform or delay in performing its obligations hereunder (including any direct or indirect cost resulting from such failure or delay) if such failure or delay is caused by any factor beyond the reasonable control of such party, including but not limited to strikes, civil unrest, wars, acts of governmental authorities, extraordinary weather conditions, or other catastrophe. The parties shall use commercially reasonable efforts to resolve such failure or delay as soon as reasonably possible.
- 6) **Ownership and Reuse of Work Product:** Upon completion and payment in full of all monies due to FHI Studio, all documents and information prepared by FHI Studio or furnished by FHI Studio in connection with any part of the Work, including but not limited to documents, plans, drawings, specifications, reports, information, or other data, (the "Work Product") shall become the property of Town. Town acknowledges that the Work Product is neither represented nor warranted by FHI Studio to be suitable for reuse on any extension of the Project or on any other project and that any such reuse shall be at the user's sole risk and without liability to FHI Studio. Additionally, FHI Studio shall not be responsible for the results or consequences of any modification of the Work Product made by others. FHI Studio retains all right, title, and interest to all methodologies, processes, techniques, ideas, concepts, trade secrets, and know-how embodied in or derived from the Work Product.

## B. COMPENSATION

- 1) **Contract Value:** For performance of the Work, Town shall pay to FHI Studio compensation in the amount of One Hundred Twenty-Nine Seven Hundred Seventy-Six Dollars (\$129,776.00).
- 2) **Payment:** Such payment shall be made on a lump sum basis.
- 3) **Invoicing Procedures:** FHI Studio shall submit monthly invoices for work accomplished during the previous month. Town shall review each such invoice within ten (10) days of receipt and, within such period, either approve such invoice for payment or advise FHI Studio of any revisions or documentation necessary to render such invoice so approved.

Town shall pay each approved FHI Studio invoice within thirty (30) days of approval.

## C. COLLABORATION

- 1) **Communications:** Town shall use its best efforts to promptly communicate Project assumptions, understandings, schedules, deadlines, and other important information as it becomes available to Town, to consult with FHI Studio when scheduling events, including but not limited to meetings and conference calls, and to discuss Project progress with FHI Studio in an open manner, all such that FHI Studio and Town can work together efficiently and collaboratively.
- 2) **Independent Contractor:** For the purposes of the Work, FHI Studio shall be, and shall remain throughout the currency hereof, an independent entity and not the agent or employee of Town. All personnel furnished by FHI Studio shall be under the supervision and control of the FHI Studio. FHI Studio shall have no authority to make any statements, representations or commitments of any kind or to take any action which may be binding upon Town, except as provided for herein or authorized by Town.
- 3) **Subcontracting and Assignment:** This Agreement shall be neither assigned nor subcontracted, in whole or in part, without the prior written consent of Town. FHI Studio shall remain responsible for the proper performance of the entirety of the Work even should any portion be subcontracted. Any such approved subcontractor shall accept the same responsibilities, obligations and liabilities toward FHI Studio as FHI Studio accepts toward

Town hereunder.

#### 4) **Confidential Information and Publicity:**

- i) **Publicity:** No publicity releases (including news releases and advertising) relating to this Agreement, the Project, or the Work shall be issued by FHI Studio without the prior written approval of Town. Notwithstanding the foregoing, FHI Studio shall be allowed to use a description of the Work, the parties, and the project in its marketing materials.
- ii) **Confidential Information:** Each party shall maintain confidentiality of any information, including but not limited to reports, data, and proprietary information, designated as confidential upon provision by the other party.
- iii) **Communication with Others:** All communications from FHI Studio to the public or to Town's other contractors shall be through Town unless otherwise directed by Town. Notwithstanding the foregoing, nothing herein shall be determined to prevent FHI Studio from responding to any request for information, whether by subpoena or other means, if legally required to do so.

#### 5) **Inspections, Examination and Retention of Records**

- i) **Inspections of Work in Process:** All work performed by FHI Studio shall be subject to the quality inspection and approval by Town at reasonable times and upon reasonable notice. Such inspection or approval shall not relieve FHI Studio of responsibility for proper performance of the Work.
  - ii) **Examination of Records/Audit:** FHI Studio agrees that Town shall, at reasonable times and upon reasonable notice, have access to and the right to examine any and all records, including but not limited to information related to billing and performance of the Work, relating to this Agreement at FHI Studio's corporate offices.
  - iii) **Retention of Work Product, Data, and Records:** FHI Studio shall retain all records pertaining to the Work for a period of three (3) years following completion of the Work. Any soil or other samples shall be retained for a period of ninety (90) days following collection.
- 6) **Insurance:** FHI Studio shall, during the performance of the Work and for a period of three (3) years following completion of the Work, maintain the levels of insurance shown on Attachment B with reasonably commercially acceptable insurers.

Upon request, Town shall be named as an additional insured on the comprehensive general liability and automobile liability coverage furnished hereunder, FHI Studio and its insurers shall waive any and all rights of subrogation against Town which may arise under the comprehensive general liability, automobile liability, umbrella, workers compensation, and employers liability coverage provided hereunder, and FHI Studio shall furnish a Certificate of Insurance as evidence of the required insurance.

## 7) Indemnification:

- i) FHI Studio shall indemnify and hold Town, its respective officers, agents, servants, and employees, harmless from and against any and all claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, to the extent arising out of or resulting from FHI Studio's wrongful or negligent acts, errors, or omissions in the performance of the Work.
- ii) Town shall indemnify and hold FHI Studio, its respective officers, agents, servants, and employees, harmless from and against any and all claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, to the extent arising out of or resulting from Town's wrongful or negligent acts, errors, and omissions, and those of Town's other consultants or contractors related to the Project.
- iii) Notwithstanding any other provision of this Agreement to the contrary, neither party's officers, directors, shareholders, partners, employees, or agents shall be personally liable to the other party, regardless of the cause of action asserted, including but not limited to breach of contract, warranty, guarantee, product liability, negligence, tort, strict liability, or any cause pertaining to such party's performance or nonperformance of this Agreement. Each party will look solely to the corporate entity of the other party for its remedy of any claim arising out of or related to this Agreement.

## 8) Conflicts of Interest

- i) **Conflicts in Performance of the Work:** FHI Studio confirms that it is under no contractual or other obligation or restriction that is inconsistent with FHI Studio's execution of this Agreement or performance of the Work. FHI Studio shall not enter into any agreement, written or oral, that would conflict with its performance of the Work or the aim of the Project.
- ii) **Financial Conflicts:** FHI Studio shall notify Town in writing of any FHI Studio director, employee, agent, partner, or any person engaged by FHI Studio to provide services to Town that FHI Studio knows or believes may personally benefit financially (beyond

employment by FHI Studio) from the Work.

**iii) Bribery, Kickbacks, Fraud:**

- (1) FHI Studio warrants and represents that FHI Studio has not and will not directly or indirectly offer, promise, or give anything of value to anyone (including a Government Official) with the intention to improperly influence someone in order to obtain or retain business or gain an improper advantage.
- (2) "Government Official" shall mean any officer or employee of a government or any department, agency, or instrumentality thereof, including state-owned or -controlled businesses, any person acting in an official capacity for or on behalf of any such government, department, agency, instrumentality, or any political party, political party official, or candidate for political office.
- (3) FHI Studio shall notify Town in writing of any FHI Studio director, employee, agent, partner, or any person engaged by FHI Studio to provide services to Town that FHI Studio knows is a Government Official in a position of authority or influence relating to the Work performed by FHI Studio hereunder or is a family member of such a Government Official.

- 9) Compliance with Laws:** FHI Studio shall comply with all applicable statutes, laws, ordinances, regulations, codes, rules, or orders of, or issued by, any governmental body having jurisdiction over the Work, the Project, the location of the Project, or this Agreement in effect at the time of performance.

**10) Termination and Suspension**

**i) Termination for Convenience:**

- (1) Town shall have the right at any time to terminate this Agreement for convenience, in whole or in part, by written notice to FHI Studio. Upon receipt of this notice, FHI Studio shall immediately discontinue performance, shall place no further orders, and shall promptly cancel all orders to subcontractors.
- (2) In the event of termination for convenience, Town shall pay FHI Studio for all work satisfactorily performed prior to termination. The Town shall be obligated to pay no more than the Agreement value less payments previously made.

**ii) Termination for Cause, Default:**

- (1) Town shall have the right, at any time, to terminate this Agreement, in whole or in part, if FHI Studio fails to perform any of its obligations hereunder and fails to give Town assurance of acceptable performance of such obligations within ten (10) business days after written request by Town for such assurance. In the event of such breach of the Agreement, Town may:



- (a) Declare FHI Studio to be in default;
  - (b) Cancel this Agreement, in whole or in part;
  - (c) Withhold payment of any further funds which may be due FHI Studio until the default is corrected; and/or
  - (d) Pursue any and all remedies afforded by law.
- (2) In the event of termination for cause or default, Town shall pay FHI Studio for all work satisfactorily performed prior to termination, plus the profit due for and expenses incurred in the work performed. However, in no event shall Town be obligated to pay more than the Agreement value less payments previously made and, in addition, Town shall have the right to arrange for performance of the remainder of the Work either by itself or another consultant. Should the reasonable cost of performance of such remainder of the Work exceed the funds remaining under this Agreement, FHI Studio shall reimburse Town for the reasonable excess upon demand.

## D. SAFETY

- 1) **Safety of Persons:** FHI Studio shall be fully responsible for the safety of all persons under its control in the performance of the Work, the duty of care to the public, and all property, real or otherwise, that may be put at risk by and during FHI Studio's performance of the Work.
- 2) **Project Safety Plan:** Upon written request by Town, FHI Studio shall prepare and provide a Project Safety Plan for FHI Studio's performance of the Work.
- 3) **Indemnification:** FHI Studio shall indemnify and hold Town harmless from any and all claims arising from injury to or death of FHI Studio's personnel while working on the Project, to the extent that such injury or death did not result from Town's negligence or wrongful act.

## E. NON-DISCRIMINATION

- 1) **Title VI:** The parties hereto shall comply with the regulations of Title VI of the Civil Rights Act of 1964, as amended, and other nondiscrimination laws and authorities that include regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations (CFR Part 21) and the Federal Highway Administration's Title 23 Code of Federal Regulations 200. Neither party shall discriminate against any person on the basis of race, color, or national origin. In addition,

Town and FHI Studio shall each comply with the requirements of Appendix A and Appendix E to USDOT 1050.2A, jointly attached hereto and incorporated herein by reference as Attachment B.

**2) Civil Rights:** The parties hereto shall comply with the regulations of Title VII of the Civil Rights Act of 1964, as amended. Neither party shall discriminate against any person on the basis of

- age
- religion, creed
- nationality, ancestry
- sex, affectional or sexual orientation, gender identity or expression, marital status
- Vietnam Era Veteran status
- disability or low income

and shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, Part 21.5.

**3) Equal Opportunity Employer:** The parties hereto acknowledge that each is an Affirmative Action/Equal Opportunity Employer and is strongly committed to all policies which will afford equal opportunity employment to all qualified persons without regard to

- age
- race, color
- religion, creed
- nationality, national origin, ancestry
- sex, affectional or sexual orientation, gender identity or expression, marital status
- Vietnam Era Veteran status
- low income
- present or past history of mental disorder, mental retardation,
- learning disability or physical disability including, but not limited to blindness, except where any of the above is a bona fide occupational qualification or need.

Such policies shall be pervasive through the operation of each including, but not limited to, in the actions of employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training. This policy and practice apply to all persons, particularly those that are members of the protected classes identified as being Black, Hispanic, Asian, American Indian, women, and/or persons with disabilities.

**4) Reliance:** FHI Studio acknowledges that Town is relying on FHI Studio's statement above and is not required to independently verify FHI Studio's compliance. FHI Studio shall

continue in compliance with all non-discrimination requirements required herein or by law. In addition, FHI Studio agrees to promptly cooperate with any reporting requirements of Town or any governmental agency.

## **F. MISCELLANEOUS**

- 1) Venue, Choice of Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. Any legal action brought hereunder shall be brought in a court of competent jurisdiction in the State of Connecticut and the prevailing party in such legal action shall be entitled to reasonable attorneys' fees, court costs, and litigation expenses.
- 2) Incorporation of Law:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein.
- 3) Joint Construction:** The parties hereto confirm that each has had an opportunity to review and negotiate the terms of this Agreement and the document is deemed to be jointly constructed.
- 4) Partial Invalidity, Severability:** Should any provision of this Agreement, at any time, be in conflict with any statute, administrative ruling, or regulation, or be unenforceable for any reason, then the provision shall continue in effect only to the extent that it remains valid. If any provision of this Agreement becomes unenforceable, the remaining provision of this Agreement shall nevertheless remain in full force and effect.
- 5) Lack of Waiver:** The failure of either party to insist upon strict adherence to any term of this Agreement at any time shall not be considered a waiver. Any waiver of any term of the Agreement must be in writing and signed by both parties.
- 6) Survival:** The terms and conditions of this Agreement which by their nature extend beyond the termination or expiration of this Agreement, including but not limited to indemnification, insurance, record keeping, and any other provisions allocating responsibility or liability between the parties hereto shall survive the completion of the Work or the termination of the Agreement for any cause.
- 7) Notice:** All notices required or permitted by this Agreement shall be sent via certified mail, return receipt requested, via commercial courier such as Federal Express with signature receipt requested, or via hand delivery with signature receipt, effective upon receipt or upon

such later date as may be specified in such notice, to the following addresses:

- i) If to FHI Studio:  
Fitzgerald & Halliday, Inc. d/b/a FHI Studio  
416 Asylum Street  
Hartford, CT 06103  
Attn: Kelley Kelly, Director of Legal & Office Operations
- ii) If to Town:  
Town of Old Lyme  
52 Lyme Street  
Old Lyme, CT 06371  
Attn: Eric Knapp, Land Use Director

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between Town and FHI Studio's project personnel.

## 8) Headings, Pronouns

- i) **Headings:** Headings in this Agreement are for convenience only and not to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.
- ii) **Pronouns:** The language of this Agreement is intended to be gender neutral. Whenever any pronoun should refer to a specific gender, it shall be construed to be apply to all genders.

- 9) **Mediation:** Prior to the initiation of any legal action, the parties agree to submit all claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation. Mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties may agree. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party. This article shall survive completion of the Work or termination of this Agreement but, under no circumstances, shall such mediation of any claim or dispute continue so as to prevent either party from pursuing legal recourse by the expiration of such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute.

- 10) **Attachments:** The following attachments form an integral part of this Agreement:

- i) **Attachment A: Scope of Work**



- ii) **Attachment B: Insurance Certificates**
- iii) **Attachment C: USDOT Provisions**

## G. SIGNATURE

- 1) **Authority:** The individuals executing this Agreement on behalf of the parties hereto certify that each has the full authority to execute the same on behalf of such party and that this Agreement has been duly authorized, executed, and delivered by each and is binding upon each in accordance with its terms.
- 2) **Electronic and Counterpart Signatures:** This Agreement may be executed in two or more counterparts and each counterpart shall have the same force and effect as an original and, when taken together, shall constitute one and the same instrument and an effective binding agreement on each of the parties. Execution of a PDF copy shall have the same force and effect as execution of an original. Signed copies of this Agreement may be emailed with the same force and effect as if the originally executed Agreement had been delivered.
- 3) **Entire Agreement:** This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein and there are no terms other than those contained herein. No modification or amendment to this Agreement shall be valid unless in writing and signed by both parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals as of the date first above written.

10/8/2024

Date

FITZGERALD & HALLIDAY, INC.  
D/B/A FHI STUDIO

By: Carla D. Tillery  
Carla D. Tillery  
Its President

TOWN OF OLD LYME, CONNECTICUT

By: \_\_\_\_\_

Name:

Title:

\_\_\_\_\_  
Date



Project No.: 2104  
Old Lyme Zoning  
Consultant: FHI Studio  
Owner: Old Lyme, CT

## **ATTACHMENT A SCOPE OF WORK**





## **Old Lyme Comprehensive Zoning Regulations Update**

### **Phase 1: Update and Reformat Zoning Regulations**

Within this phase we will seek to identify issues with the existing Regulations, correct those issues, and reformat the document without making significant changes to the substance of the regulations. This will ensure that a solid, working model of the regulations is adopted in a timely manner. We will also ensure that the Regulations are compliant with recent statutory changes during this phase.

#### **Task 1.1 Project Management**

FHI Studio will conduct up to six monthly project management calls with the Town's project manager over the duration of Phase 1. Calls will be up to one hour in duration. FHI Studio will provide a summary of actionable items.

#### **Task 1.2 Zoning Commission Working Sessions**

We will conduct up to three virtual working sessions with the Zoning Commission during the Phase 1 process. Sessions will be up to two hours in length. If FHI Studio hosts the meeting on its virtual platform (MS Teams) we will provide a meeting recording. FHI Studio will provide a summary of actionable items. FHI Studio will not record meeting minutes.

The purpose of these sessions will be to share findings with the Commission and make decisions regarding the update. We recommend the following sessions:

- Session 1: Review of findings from Tasks 1.1 and 1.2.
- Session 2: Review use summary table and formatting options.
- Session 3: Review draft regulations



### Task 1.3 Review Relevant Plans, Regulations, and Documents

We will review the 2020 Plan of Conservation and Development, 2022 Affordable Housing Plan, Design and Construction Standards for Public Improvement, Guide to Low Impact Development, Subdivision Regulations, Inland Wetlands and Watercourse Regulations, Stormwater Management Plan and other relevant documents and provide summary report of implications for the Regulations. The goal of this task will be to synthesize all prior recommendations and related content that have implications for the Zoning Regulations.

### Task 1.4 Line-by-Line Review of Regulations

We will conduct a line-by-line review and mark-up of the Zoning Regulations noting errors, omissions, inconsistencies, statutory conflicts, and other deficiencies. Our review will include an identification of potential regulation amendments as may be required by recent statutory changes.

#### Deliverable

- » Mark-up of Regulations in MS Work or PDF format and a summary table of recommended revisions.

### Task 1.5 Use Summary Table

We will organize permitted uses into a use summary table that includes information about required permit and site plan requirements specific to each zoning district. We will also explore the potential of providing separate principal and accessory use tables as a means of distinguishing between the use types. The table will be a working document from which decisions can be made regarding which uses should be allowed in a district and by what requirement. The table will be included within the revised Regulations.



## Principal Use Summary Table: Residential Zones

The table below indicates the permitted principal uses in Stonington by residential zone. Uses are permitted by Zoning Permit (ZP) or by Special Use Permit (SUP). Uses prohibited within a zone are identified by a dash (—). See Section 15 for plan and permit requirements. In addition to the permit requirements identified below, see Section 5.3 and other applicable sections for regulations specific to the uses identified below.

Principal Use	Residential Zone								
	GBR-130	RC-120	RR-80	RA-40	RM-20	RM-15	RH-10	RA-20	RA-15
Attached Housing	—	—	—	—	SUP	SUP	SUP	—	—
Agriculture or Aquaculture	ZP	ZP	ZP	—	—	—	—	—	ZP
Bed and Breakfast Facility	SUP	SUP	SUP	SUP	SUP	SUP	SUP	—	—
Boating Facility	—	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP
Cemetery, Crematorium, or Funeral Home	—	—	SUP	SUP	SUP	SUP	SUP	—	—
Church or Place of Worship	—	—	SUP	SUP	SUP	SUP	SUP	SUP	SUP

*Example of a Summary Table from our work with the Town of Stonington.*

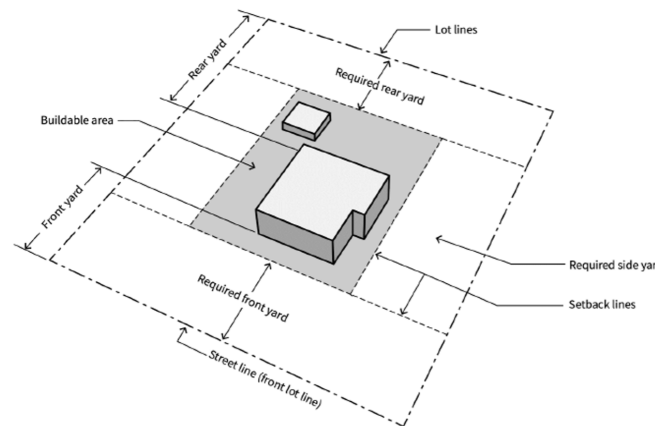
### Deliverable

- » Use summary table in Excel or PDF format.

## Task 1.6 Document Formatting and Supplemental Graphics

We will present the Committee with recommended formatting and nomenclature for Regulations. Working with the Committee, we will agree upon a nomenclature and formatting option.

We will also develop graphics that communicate physical concepts such as lot requirements, building requirements, site design, etc. Graphics will be simple and will be presented in plan, section, and/or perspective formats as required to convey necessary information.



*Example of a zoning graphic prepared by FHI Studio*

### Deliverable

- » Recommended format and nomenclature sample, up to twenty (20) graphics.

## Task 1.7 Reformat Regulations

We will import the existing zoning regulations into the preferred format and correct errors, omissions, inconsistencies, statutory conflicts, and deficiencies as noted in Task 1.3. The document will be searchable with hyperlinks and bookmarks throughout that allow for easy navigation and cross-referencing. FHI Studio will also provide a summary of amendments to be provided as an appendix of the Regulations.

The document will be developed in MS Word and will be exported to an interactive PDF format.

### Deliverable

- » Two drafts allowing for two rounds of review of reformatted Regulations. Final reformatted Regulations in PDF format and source document format (MS Word).

## Task 1.8 Zoning Map Updates

FHI Studio will provide updates to the zoning district boundaries of the official zoning map as needed to correct errors in the map. The Town will provide FHI Studio with GIS data in support of this task. We will provide the map updates in GIS shapefile or geodatabase format. No hard copies will be provided.

### Deliverable

- » Updated zoning map in GIS shapefile or geodatabase format.

## Task 1.9 Adoption of Revised Zoning Regulations Document

We recommend that the Zoning Commission move to adopt the reformatted Regulations prior to making more substantive amendments to the Regulations. This will ensure that user-friendly Regulations are adopted in a timely manner and that errors,

omissions, and inconsistencies are corrected soon after they are revealed. This process should ensure adoption of the format with little opposition, building confidence and trust in the process. In support of this effort we recommend conducting a public presentation of the zoning updates prior to a public hearing for adoption. The purpose of this session will be to inform the public of the purpose of the update, the revisions that have been proposed as part of Phase 1, and to receive comments and answer questions. This will assist the Commission in making final revisions as needed in response to comments received prior to a public hearing for adoption.

### Deliverable

- » **Public Information Session 1:** FHI Studio will conduct a public information session (virtually or in-person) to present the draft Phase 1 updated regulations. FHI Studio will staff the meeting with up to two FHI Studio staff including FHI Studio's project manager.
- » **Public Hearing for Adoption:** FHI Studio's project manager will virtually attend up to one public hearing for adoption of the updated regulations.

## Task 1.10 Instructional Session

We will conduct one virtual instructional session for staff and the Zoning Commission on the format of the updated regulations and how to use and navigate the document. This session will be up to one (1) hour in length.

### Deliverable

- » One virtual guidance session.

### Phase Deliverable

- » We will provide the Regulations in interactive PDF format and in MS Word.
- » We will also provide 30 double-sided color hard copies of the document in a three-ring binder format.



## Phase 2: Substantive Revisions

This phase will involve revising the Regulations, which may change what is allowed, where it is allowed, and the process by which uses are permitted. This work requires the engagement of the public and needs to be a transparent process. The potential revisions are multi-faceted, consequently we recommend dividing this phase into tasks that are dedicated to specific aspects of the regulations.

### Task 2.1 Project Management

FHI Studio will conduct up to twelve monthly project management calls with the Town's project manager over the duration of Phase 2. Calls will be up to one hour in duration. FHI Studio will provide a summary of actionable items.

### Task 2.2 Zoning Commission Working Sessions

FHI Studio will conduct up to twelve monthly project management calls with the Town's project manager over the duration of Phase 2. Calls will be up to one hour in duration. FHI Studio will provide a summary of actionable items.

We will conduct up to five virtual working sessions with the Zoning Commission during the Phase 2 process. Sessions will be up to two hours in length. If FHI Studio hosts the meeting on its virtual platform (MS Teams) we will provide a meeting recording. FHI Studio will provide a summary of actionable items. FHI Studio will not record meeting minutes.

The purpose of these sessions will be to share findings with the Commission and make decisions regarding the update. We recommend the following sessions:

- Session 1: Environmental Regulation Review
- Session 2: Residential Zoning Review
- Session 3: Commercial and Industrial Zoning Review
- Session 4: Site Design and Landscaping, Parking, and Signage
- Session 5: Review Draft of Revised Regulations

### Task 2.3 Community Workshops

Because Phase 2 may result in substantive changes to what type of uses are allowed, where they are allowed, and other aspects of the regulations that may be impactful to property owners, it is critical that we conduct more extensive community engagement



during this phase. In support of this effort, we will prepare and conduct the following:

**Communications Materials:** FHI Studio will provide communications materials including flyers and webpage content for posting and distribution by the Town. The content will provide an overview of the project and identify the project schedule and community engagement opportunities. We assume that the Town will dedicate a page on its website to the Regulations update. That page would act as a repository for all project deliverables and information made available to the public.

**Workshops:** FHI Studio will conduct up to two in-person or virtual topic- or district-based workshops. The workshops will be up to two-hours in duration and will be staffed by up to three FHI Studio staff. The workshops will include a brief presentation of the project purpose, relevant findings, and issues to potentially be addressed by the zoning. The workshops will include break-out sessions with small group discussions. FHI Studio will provide summary reports of both workshops. FHI Studio will provide promotional material in digital format including a flyer for printing, social media flyer, and a press release. The Town will provide a meeting space at no cost to FHI Studio and will conduct promotion of the workshop.



*FHI Studio has extensive experience conducting both in-person and virtual workshops.*

#### Deliverable

- » Communications materials, up to two (2) online topic-based workshops and workshop summaries.



**We feel SEEN!** Thank you so much for your work on this. **This truly reflects the feedback from stakeholders and ultimately the whole neighborhood.** I really look forward to seeing the implementation of this plan and supporting however we can.

#### Chelsea Carter

Vice President

Sgt Anthony Park Neighborhood Association  
Jersey City Small Area Vision Plans

## Task 2.4 Environmental Regulations

FHI Studio will review sections of the regulations and content related to environmental resource protection and flood hazard areas. This will include a review of the aquifer protection area regulations, flood hazard regulations, conservation zone regulations, erosion and sedimentation control, stormwater control, and coastal area regulations.

### Deliverable

- » Findings and preliminary recommendations to be provided in PowerPoint format. Recommended amendments to be provided in memorandum format.

## Task 2.5 Residential Zones

We will conduct a review of residential zoning to identify opportunities for providing housing options as recommended by the Town's POCD and affordable housing plan. Our team will review the Regulations and identify opportunities for expanding housing options. We will also review the principal and accessory uses permitted in residential districts and the bulk/area/height regulations applicable to residential districts.

### Deliverable

- » Findings and preliminary recommendations to be provided in PowerPoint format. Recommended amendments to be provided in memorandum format.

## Task 2.6 Commercial and Industrial Zones

FHI Studio will review commercial and industrial zones and regulations including a review of the principal and accessory uses permitted in commercial and industrial districts and the bulk/area/height regulations applicable to residential districts. Working with the Town and Commission we will identify revisions that may be needed to the Town's commercial, industrial, and district regulations and geographic extents. We will be guided in this effort by recommendations of the Town's POCD with respect to economic development.

### Deliverable

- » Findings and preliminary recommendations to be provided in PowerPoint format. Recommended amendments to be provided in memorandum format.

## Task 2.7 Parking Regulations

We will review parking regulations and provide new regulations that are comprehensive, adjusted to specific land uses and shared parking scenarios, and provide flexibility to ensure that land uses are not over-parked or under-parked. We have conducted extensive research in this area and have worked with other communities to substantially revise and update parking regulations and requirements.

### Deliverable

- » Findings and preliminary recommendations to be provided in PowerPoint format. Recommended amendments to be provided in memorandum format.

## Task 2.8 Sign Regulations

We will review the existing sign regulations and will update those regulations to provide "content neutral" sign regulations consistent with best practices, statute, and court rulings. We will not seek to significantly alter the type, size, or style of signs currently allowed in Old Lyme, rather we aim to simplify the standards and make them resilient to legal challenges.

### Deliverable

- » Findings and preliminary recommendations to be provided in PowerPoint format. Recommended amendments to be provided in memorandum format.

## Task 2.9 Site Design and Landscaping Regulations

We will review regulations specific to site design, landscaping, buffer requirements, public realm requirements, and pedestrian facility requirements and will provide recommendations for improvements to those regulations.

### Deliverable

- » Findings and preliminary recommendations to be provided in PowerPoint format. Recommended amendments to be provided in memorandum format.

## Task 2.10 Zoning Map Updates

FHI Studio will provide updates to the zoning district boundaries if changes are needed in response to recommended amendments of the Phase 2 process.. The Town will provide FHI Studio with GIS data in support of this task. We will provide the map updates in GIS shapefile or geodatabase format. No hard copies will be provided.

### Deliverable

- » Updated zoning map in GIS shapefile or geodatabase format.

## Task 2.11 Update Zoning Regulation Document

This task will involve incorporating Phase 2 amendments into the Regulations document. FHI Studio will also provide a summary of amendments to be provided as an appendix of the Regulations.

## Task 2.12 Adoption of Amendments

We recommend that the Town bring all amendments recommended and developed through the Phase 2 process to public hearing for adoption in one action. FHI Studio will staff up to one public hearing as needed to provide testimony regarding the updated Regulations. In support of this effort we recommend conducting a public presentation of the zoning updates prior to a public hearing for adoption. The purpose of this session will be to inform the public of the purpose of the update, the revisions that have been proposed as part of Phase 2, and to receive comments and answer questions. This will assist the Commission in making final revisions as needed in response to comments received prior to a public hearing for adoption.

### Deliverable

- » **Public Information Session 2:** FHI Studio will conduct a public information session (virtually or in-person) to present the draft Phase 2 updated regulations. FHI Studio will staff the meeting with up to two FHI Studio staff including FHI Studio's project manager.
- » **Public Hearing for Adoption:** FHI Studio's project manager will virtually attend up to one public hearing for adoption of the updated regulations

### Phase Deliverable

- » We will provide the amended Regulations in interactive PDF format and in MS Word.
- » We will also provide 30 double-sided color hard copies of the document in a three-ring binder format.

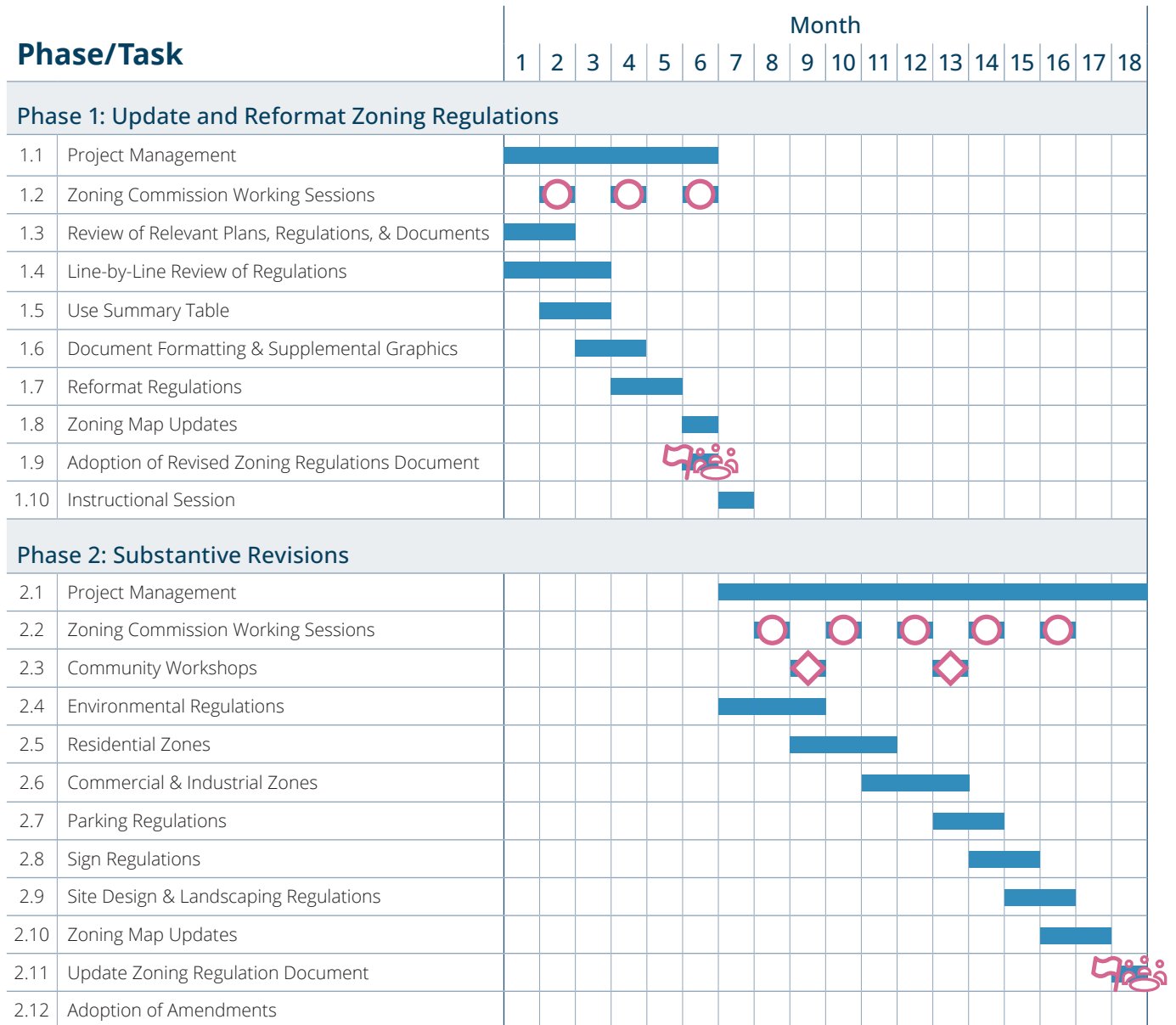
# Basic Assumptions





This phase will involve revising the Regulations, which may change what is allowed, where it is allowed, and the process by which uses are permitted. This work requires the engagement of the public and needs to be a transparent process. The potential revisions are multi-faceted, consequently we recommend dividing this phase into tasks that are dedicated to specific aspects of the regulations.

1. The Town of Old Lyme will provide all meeting space at no cost to FHI Studio.
2. The Town of Old Lyme will be tasked with issuing meeting invites. FHI Studio will provide communication content to be distributed by the Town.
3. Up to two rounds of review and revision are incorporated into all final work products. Interim work products such as memoranda will allow for one round of review and revisions. Meeting summaries will allow for one round of review and revision.
4. Successful completion of this scope of services is not contingent upon successful adoption of amended Regulations.

# Project Schedule

We propose an 18-month schedule for the project. Our ability to produce all scope deliverables within this schedule will be contingent upon timely review of draft work product and approval of final work product by the Town and the Zoning Commission and our ability to maintain the proposed meeting schedule. Our team is prepared to begin work as soon as October of 2024. Assuming an October start, we anticipate completion of this scope of services by end of March 2026, following the 18-month schedule below.



-  Zoning Commission Session
-  Community Workshops
-  Public Information Sessions
-  Public Hearings



# Fee Proposal

We propose a total lump sum fee of **\$129,776** for the work described in this proposal.

Task		Total Task Hours	Subtask Fee	Fee Per Phase
<b>Phase 1: Update and Reformat Zoning Regulations</b>				<b>\$55,072</b>
1.1	Project Management	6	\$1,296	
1.2	Zoning Commission Working Sessions	18	\$3,888	
1.3	Review of Relevant Plans, Regulations, & Documents	26	\$4,168	
1.4	Line-by-Line Review of Regulations	54	\$12,160	
1.5	Use Summary Table	18	\$2,824	
1.6	Document Formatting & Supplemental Graphics	50	\$6,088	
1.7	Reformat Regulations	104	\$18,600	
1.8	Zoning Map Updates	12	\$1,632	
1.9	Adoption of Revised Zoning Regulations Document	20	\$3,552	
1.10	Instructional Session	4	\$864	
<b>Phase 2: Substantive Revisions</b>				<b>\$70,704</b>
2.1	Project Management	12	\$2,592	
2.2	Zoning Commission Working Sessions	30	\$6,480	
2.3	Community Workshops	56	\$7,872	
2.4	Environmental Regulations	38	\$7,664	
2.5	Residential Zones	38	\$7,664	
2.6	Commercial & Industrial Zones	38	\$7,664	
2.7	Parking Regulations	28	\$5,436	
2.8	Sign Regulations	28	\$5,436	
2.9	Site Design & Landscaping Regulations	28	\$5,436	
2.10	Zoning Map Updates	20	\$2,592	
2.11	Update Zoning Regulation Document	56	\$8,316	
2.12	Adoption of Amendments	20	\$3,552	
<b>Total Labor Hours and Fee</b>		<b>704</b>	<b>\$125,776</b>	
FHI Studio Fee			\$115,776	
Land Use & Conservation Counsel			\$10,000	
<b>Total Labor Cost</b>			<b>\$125,776</b>	
Direct Expenses (Printing and Travel)			\$4,000	
<b>Total Lump Sum Fee</b>			<b>\$129,776</b>	



Project No.: 2104  
Old Lyme Zoning  
Consultant: FHI Studio  
Owner: Old Lyme, CT

## ATTACHMENT B

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 2/8/2024			
<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</b>							
<b>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</b>							
<b>PRODUCER</b> John M. Glover Agency Insurance Services 9 Webster Square Road Berlin CT 06037		<b>CONTACT NAME:</b> Nikki Spero <b>PHONE (A/C, No, Ext):</b> 860-259-2284 <b>E-MAIL ADDRESS:</b> nspero@img.com <b>FAX (A/C, No):</b> 860-828-8888		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Twin City Fire Insurance Company <b>INSURER B:</b> Lloyd's of London <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>			
<b>INSURED</b> Fitzgerald & Halliday Inc dba FHI Studio 416 Asylum Street Hartford, CT 06103		<b>FITZ&amp;HA-01</b>		<b>NAIC #</b> 29459 11220			
<b>COVERAGES</b> <b>CERTIFICATE NUMBER:</b> 413612867 <b>REVISION NUMBER:</b>							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		31SBAAB3631			EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$2,000,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		31SBAAB3631			COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$10,000	Y		31SBAAB3631			EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B	Valuable Papers Professional E&O and Pollution Cyber Liability			31SBAAB3631 PSL0339652805 ESL0239653065			Limit Per Claim/Agg Limit 500,000 5,000,000 3,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks schedule, may be attached if more space is required)							
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>			
				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE <i>John D. Loliccio</i>			

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Project No.: 2104  
Old Lyme Zoning  
Consultant: FHI Studio  
Owner: Old Lyme, CT



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).	
PRODUCER  Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	CONTACT NAME: Marsh Affinity PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No): E-MAIL: ADPTotalSource@marsh.com ADDRESS:  INSURER(S) AFFORDING COVERAGE  INSURER A: New Hampshire Insurance Co. NAIC #: 23841 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED  ADP TotalSource FL XVII, Inc. 5800 Windward Parkway Alpharetta, GA 30005 Alternate Employer: Fitzgerald & Halliday, Inc. DBA FHI Studio 416 Asylum Street Hartford, CT 06103	

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE	\$	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS - COM/PROP AGG	\$	
								\$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$	
	DED <input type="checkbox"/> RETENTION \$							\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		WC 034274991 CT			PER X (STATUTE) OTH-ER		
							E.L. EACH ACCIDENT	\$ 2,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) All workstate employees working for Fitzgerald & Halliday, Inc. DBA FHI Studio paid under ADP TOTAL SOURCE, INC.'s payroll, are covered under the above stated policy. Fitzgerald & Halliday, Inc. DBA FHI Studio is an alternate employer under this policy.									

### CERTIFICATE HOLDER

### CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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## ATTACHMENT C USDOT APPENDICES

### USDOT 1050.2A

#### Appendix A

During the performance of this contract, FHI Studio, for itself, its assignees and successor in interest (hereinafter referred to as the “contractor”) agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “Regulations”), which are incorporated herein by reference and made a part of this contract.
- (2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not be discriminated on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 1.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DOT to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information is required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the DOT as appropriate and shall set forth what efforts it has made to obtain the information.

- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the DOT shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to, (a) withholding of payments to the contractor under the contract until the contractor complies, and/or (b) cancellation, termination, or suspension of the contract, in whole or in part.
- (6) **Incorporations of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant hereto.

The contract shall take such action with respect to any subcontract or procurement as the DOT may direct as a means of enforcing such provisions including sanctions for non-compliance provided, however, that, in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request the DOT to enter into such litigation to protect the DOT's interests and, in addition, the contractor may requested the United States to enter into such litigation to protect the interests of the United States.

## USDOT 1050.2A

### Appendix E

During the performance of this contract, FHI Studio, for itself, its assignees, and successors in interest (hereinafter referred to the as the "contractor") agrees to comply with all applicable nondiscrimination statutes and authorities including, but not limited to:

- **Title VI of the Civil Rights Act of 1964 (42 USC §2000d, *et seq.*, 78 stat. 252)** which prohibits discrimination on the basis of race, color, national origin
- **49 CFR 21**
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC §4601)** which prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects
- **Federal-Aid Highway Act of 1973 (23 USC §324, *et seq.*)** which prohibits discrimination on the basis of sex
- **Section 504 of the Rehabilitation Act of 1973 (29 USC §794, *et seq.*), as amended**, which prohibits discrimination on basis of disability
- **49 CFR 27**
- **The Age Discrimination Act of 1975, as amended (42 USC §6101, *et seq.*)** which prohibits discrimination on the basis of age).
- **Airport and Airway Improvement Act of 1982 (49 USC §47123), as amended**, which prohibits discrimination based on race, creed, color, national origin, or sex

- **The Civil Rights Restoration Act of 1987 (PL 100-209)** which broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1963, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973 by expanding the definition of the terms “programs or activities” to include all the programs or activities of the Federal-aid recipients, subrecipients, and contractors, whether such programs or activities are federally funded or not
- **Titles II and III of the Americans with Disabilities Act** which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§12131-12189) as implemented by the Department of Transportation regulations at 49 CFR 37-38
- **The Federal Aviation Administration’s Non-Discrimination Statute (49 USC §47123)** which prohibits discrimination on the basis of race, color, national origin, and sex
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations**, which prohibits discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** and resulting agency guidance (70 Fed. Reg. at 74087-74100), which prohibits national origin discriminations includes discrimination based on Limited English Proficiency (LEP).
- **Title IX of the Education Amendments of 1972, as amended (20 USC §1681, et seq.),** which prohibits discrimination based on sex in educational programs or activities.