

✓ Contract  
Phil M  
Mike Z  
Laura P  
Julie

4813-01

PROFESSIONAL SERVICES CONTRACT

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Enrollment Projection Services

MILONE AND MACBROOM

This Agreement is made as of the 21st day of February, 2012, (the "Effective Date") by and between the **HARTFORD SCHOOL BUILDING COMMITTEE**, with an office and place of business at 550 Main Street, Hartford, Connecticut 06103 (hereinafter referred to as the "HSBC") and **MILONE & MACBROOM, INC.**, a Connecticut corporation, with an office and place of business at 500 East Main Street, Suite 326, Branford, CT 06405 (hereinafter referred to as the "Consultant").

WITNESSETH:

- WHEREAS**, pursuant to the Hartford School Building Committee Program, HSBC will be required to provide enrollment data in support of construction grant applications; and
- WHEREAS**, HSBC now desires to hire Consultant to perform certain enrollment projection services pursuant to and in accordance with the terms of this Agreement.

NOWHEREFORE:

In consideration of the mutual promises herein contained, the parties hereto hereby agree as follows:

1. **ENGAGEMENT; SCOPE OF SERVICES**

HSBC hereby hires Consultant to provide, and Consultant hereby agrees that it shall perform, all the services and functions as set forth on Exhibit A attached hereto and made a part hereof (collectively, the "Services" or the "Project"), subject to and in accordance with the terms and conditions of this Agreement. Consultant shall furnish all labor, materials, supplies, tools, equipment and other facilities or personnel necessary for or incidental to the performance of any Services hereunder. HSBC hereby grants to Consultant access to only those areas of the school necessary for Consultant to perform the Services hereunder, provided, that: (i) Consultant shall not interfere with any other operations or activities being conducted in the school; (ii) Consultant directly coordinates with HSBC's Program Manager (as hereinafter defined) on such access and Consultant's storage of any equipment or materials in the school; and (iii) Consultant is in compliance with all the terms and conditions of this Agreement.

2. **PROJECT TIMETABLE**

Consultant shall perform the Services for the period commencing on the Effective Date and ending on or about May 4, 2012 (the "Completion Date"). Time is of the essence with respect to Consultant's performance of the Services hereunder unless terminated earlier pursuant to Section 12 below (the "Term").

3. **COMPENSATION**

The total amount of compensation to be paid to Consultant by HSBC for Services provided by Consultant in accordance with this Agreement shall not exceed THIRTY NINE THOUSAND TWO HUNDRED SIXTY and 00/100 (\$39,260.00) Dollars (the "Contract Price"). The Contract Price shall be payable as set forth below and in accordance with Exhibit B attached hereto and made a part hereof, which sets forth certain rates and not-to-exceed prices for the Services. Consultant acknowledges and agrees that the Contract Price constitutes the full compensation to Consultant for the Services to be performed by Consultant hereunder and includes all expenses and costs to be incurred by Consultant in performing such Services.

Any compensation due to Consultant hereunder shall only be payable upon Consultant's submission of appropriate invoices therefor and as otherwise provided in this Section. To this end, Consultant shall prepare and submit invoices documenting the Services which have been provided by it each month by the twentieth (20th) day of the following month. All such invoices shall be in such form and accompanied by such supporting documentation as is required by HSBC.

HSBC's obligation to make any payments for any Services rendered hereunder is expressly contingent upon Consultant having satisfactorily performed the same. In the event that HSBC reasonably determines that Consultant's work is not satisfactory, or if HSBC reasonably believes Consultant otherwise has breached any of its obligations under this Agreement, HSBC may take corrective action, including, but not limited to, the following:

- (i) Delay of payment;
- (ii) Adjustment of payment; and/or
- (iii) Suspension or termination of this Agreement.

Payment will be made by HSBC for any Services provided hereunder within thirty (30) days of its receipt of Consultant's invoice therefor in accordance with this Section.

#### 4. **MANAGEMENT**

This Agreement will be managed for HSBC by ARCADIS/O&G Program Management ("Program Manager"). Consultant shall work closely with HSBC's Program Manager in all aspects of this Project, and Consultant shall follow the directives of HSBC's Program Manager in connection therewith.

#### 5. **RELATIONSHIP OF THE PARTIES**

HSBC and Consultant acknowledge and agree that Consultant is acting as an independent contractor in performing any Services hereunder and that Consultant shall perform such Services in its own manner and method subject to the terms of this Agreement. This Agreement is a contract for services and not a contract of employment. Accordingly, neither Consultant nor any of its directors, officers, partners, members, agents or employees shall be, or deemed to be, an officer, official, agent or employee of HSBC or be entitled to any employment benefits of HSBC such as, but not limited to, vacation pay, sick leave, health or life insurance, workers' compensation, and/or pension or retirement benefits. All personnel matters affecting Consultant's contract staff will be the responsibility of Consultant.

#### 6. **INDEMNIFICATION & HOLD HARMLESS AGREEMENT**

Consultant shall indemnify, defend and hold harmless HSBC and the City of Hartford (the "City"), the Program Manager and their respective agents, officials, employees, successors and assigns (collectively, the "Indemnitees") from and against any and all loss and liability (statutory or otherwise), claims, demands, actions, causes of action, suits, judgments, costs, executions, interest and expense whatsoever (hereinafter, individually and collectively, a "Claim" or "Claims") in law or in equity, which arise from or in connection with Consultant's performance or failure to perform hereunder and/or any other act, error or omission which occurs or fails to occur on the part of Consultant or any of its directors, officers, partners, members, agents or employees under or in connection with this Agreement or the Project during the term hereof. In case any action or proceeding is brought against any of the Indemnitees by reason of any matter which is the subject of the foregoing indemnity, Consultant shall pay all costs of investigation and defense (including, but not limited to, all court costs, reasonable attorneys' fees, and out-of-pocket expenses), and all losses and liabilities which result therefrom. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

## 7. INSURANCE

- 7.1 Consultant shall furnish the following types and amounts of insurance coverage at its sole cost and expense for the duration of the Agreement including any and all extensions or renewals thereof:
- (i) Commercial General Liability Insurance (including contractual liability coverage) insuring against damages to persons and property (including, but not limited to, loss of life) in an amount not less than a combined single limit of at least One Million Dollars (\$1,000,000.00) for each occurrence;
  - (ii) Automobile Liability Insurance (including non-owned or hired vehicles) insuring against damages to persons and property (including, but not limited to, loss of life) in an amount not less than a combined single limit of at least One Million Dollars (\$1,000,000.00) for each occurrence;
  - (iii) Workers' Compensation Insurance covering Consultant and its agents and employees at the Connecticut Statutory limit including Employers' Liability with limits of \$100,000.00 for each accident, \$500,000.00 for each disease/policy limit, and \$100,000 for disease for each employee; and
  - (iv) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00), issued on a claims made basis for the term of this Agreement and continuing for two (2) years following the expiration of the term of this Agreement at Consultant's expense.
- 7.2 All insurance will be effected under standard form policies by insurers of recognized responsibility which are licensed to do business in the State of Connecticut and which are rated as A-(VIII) or better by the latest edition of Best's Rating Guide or other recognized replacement therefor. Except as otherwise provided to the contrary in this Section, any insurance required by this Agreement may be obtained by means of any combination of primary and umbrella coverages and by endorsement and/or rider to a separate or blanket policy and/or under a blanket policy in lieu of a separate policy or policies, provided that Consultant shall deliver a certificate of insurance of any said separate or blanket policies and/or endorsements and/or riders evidencing to HSBC that the same complies in all respects with the provisions of this Agreement, and that the coverages thereunder and the protection afforded HSBC and City as additional insureds thereunder are at least equal to the coverages and protection which would be provided under a separate policy or policies procured solely under and by reason of this Agreement.
- 7.3 Except as otherwise indicated, the insurances required in this Section may be carried on either an "occurrence" or a "claims made" basis, providing, however, that, should any insurance be carried on a "Claims made" basis, Consultant also shall be obligated to procure an extended reporting period thereto or a subsequent "claims made" policy with the same retroactive date as the prior "claims made" policy) as necessary to protect HSBC and City as additional insureds from any claims, actions or causes of action which first accrue during the term hereof.
- 7.4 All references in this Section to a "deductible" shall be deemed to mean a deductible and/or a self-insured retention. No policy required to be procured by Consultant pursuant to this Agreement shall be subject to a deductible or similar provision limiting or reducing coverage. If any person is owed, pursuant to any policy required hereunder, any sum which is subject to a deductible, Consultant shall pay such deductible. Consultant agrees that it will not carry or be

the beneficiary of any insurance insuring Consultant or any other person or entity against the risks for which insurance is required to be maintained pursuant to this Section unless the insurance and insurance carriers otherwise comply with the terms of this Section.

- 7.5 HSBC, Program Manager and City shall be included as additional insureds for all insurance policies required hereunder, other than for Workers' Compensation and Professional Liability coverages. ACCORDINGLY, THE FOLLOWING UNDERLINED WORDING MUST BE SHOWN IN THE SPACE PROVIDED FOR "COMMENTS" ON THE ACORD INSURANCE CERTIFICATE: The Hartford School Building Committee, the City of Hartford and ARCADIS/O&G Program Management are included as Additional Insureds, ATIMA. Each certificate of insurance shall provide not less than a 30-day notice to the HSBC, Program Manager and the City of any cancellation, reduction or other material change in the coverage to be provided under any of the insurance required hereby. The certificates of the policy or policies evidencing such coverages shall be delivered to HSBC, Program Manager and City upon the execution hereof and at least thirty (30) days prior to the anniversary date thereof each year thereafter.
- 7.6 All insurance policies referred to in this Section shall provide that any losses thereunder shall be adjusted with HSBC, Program Manager and City, and that any loss thereunder shall be payable to HSBC, Program Manager and City as their interests may appear as additional insureds. Neither party shall unreasonably withhold or delay its endorsement to any insurance check payable hereunder.
- 7.7 It is agreed between the parties hereunto that the amounts of insurance in this Agreement do not, in any way, limit the liability of Consultant to the Indemnitees by virtue of its promise to indemnify and hold harmless the Indemnitees so that in the event that any Claim results in a settlement or judgment in an amount in excess of the amount of insurance coverage carried by Consultant, Consultant shall be liable to the Indemnitees for the difference, plus all fees and expenses incurred in collecting the same, all at Consultant's sole cost and expense.
- 7.8 Insurance requirements and coverages may be reviewed from time to time during the term of this Agreement and all extensions and renewals hereof. Consultant agrees to comply with any and all reasonable insurance requirements or modifications made by the City's Risk Manager.
- 7.9 Cancellation or other termination of insurance policies required by this Agreement without immediate replacement thereof may be considered a default under this Agreement. Consultant agrees that such default may be cured by procurement of insurance on behalf of Consultant, at Consultant's expense, and deducted from any amounts otherwise due to Consultant under this Agreement or any other contract with HSBC, at HSBC's option.

## 8. CONFLICT OF INTEREST

Consultant hereby represents and warrants to HSBC as follows:

- (i) Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and Consultant has not paid or agreed to pay any company or person, other than bona fide employees working solely for Consultant, any fee, gift or any other consideration contingent upon or resulting from the awarding or making of this Agreement;
- (ii) the services to be provided hereunder do not in any way conflict with the interests of any individual, group, business, or governmental organization with which Consultant is employed or with which Consultant has an agreement or is associated, and, in the event

such a conflict arises during the term hereof, Consultant will immediately notify HSBC in writing; and

- (iii) no member of the governing body of HSBC, or its designees, employees or agents, and no other public official, either paid or unpaid, who exercises any functions or responsibilities with respect to this Agreement shall, during the individual's tenure or thereafter, have any personal or financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work and/or services to be performed in connection with this Agreement. Consultant shall cause to be incorporated in all subcontracts a provision prohibiting such interest pursuant to the provisions of this paragraph.

In the event any of the foregoing representations are untrue, or if any fact or circumstance occurs during the term hereof that cause any of the same to be untrue, then HSBC, in addition to such other rights or remedies which may then be available to it, all of which are expressly reserved hereby, shall have the option of terminating this Agreement in accordance with Subsection 12.1.

## 9. PERFORMANCE OF SERVICES

All Services shall be performed by Consultant in a timely manner with professional skill and competence, and in accordance with: (i) generally accepted practices of, and pursuant to a standard of care exercised by, professionals providing similar services under like circumstances; (ii) any and all instructions, guidance and directions provided by HSBC to Consultant; (iii) this Agreement; and (iv) any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction, including but not limited to those ordinances of the City of Hartford pertaining to affirmative action and living wage.

## 10. CONFIDENTIALITY

Consultant shall not, at any time during, or after the expiration of, the term of this Agreement, divulge to any person, or use for its or any other person's benefit, any information or fact relating to the conduct, management, or business of HSBC, which shall have come to the knowledge of Consultant in the course of providing the Services hereunder. Consultant further agrees to treat as confidential, and to use only for the advancement of the interest of HSBC, all data and other information submitted to or obtained by it in connection with the Project during the term of this Agreement. Except as may otherwise be agreed by HSBC, all originals and copies of any such materials shall be returned to HSBC upon completion of the Project or at such earlier time as is requested thereby.

## 11. EVENTS OF DEFAULT AND REMEDIES

### 11.1 Events of Default

Any of the following occurrences or acts shall constitute an Event of Default under this Agreement:

- (i) Whenever Consultant shall do, or permit anything to be done, whether by action or inaction, contrary to any of the covenants, agreements, terms or provisions contained in this Agreement which on the part or behalf of Consultant are to be kept or performed, and Consultant fails to correct any such breach within ten (10) days after Consultant's receipt of written notice of such breach from HSBC; or
- (ii) If any determination shall have been made by competent authority such as, but

not limited to, any federal, state or local government official, or a certified public accountant, that Consultant's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to Consultant's performance of this Agreement; or

- (iii) whenever an involuntary petition shall be filed against Consultant under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, or a receiver of Consultant or of or for the property of Consultant shall be appointed without the acquiescence of Consultant, or whenever this Agreement or the unexpired balance of the term would, by operation of law or otherwise, except for this provision, devolve upon or pass to any person, firm or corporation other than Consultant or a corporation in which Consultant may be duly merged, converted or consolidated under statutory procedure, and such circumstance under this subparagraph shall continue and shall remain undischarged or unstayed for an aggregate period of sixty (60) days (whether or not consecutive) or shall not be remedied by Consultant within sixty (60) days; or
- (iv) whenever Consultant shall make an assignment of the property of Consultant for the benefit of creditors or shall file a voluntary petition under any bankruptcy or insolvency law, or whenever any court of competent jurisdiction shall approve a petition filed by Consultant under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever a petition shall be filed by Consultant under the arrangement provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever Consultant shall desert or abandon the Project; or
- (v) If any competent authority shall have determined that Consultant is in default of any federal, state or local tax obligation; or
- (vi) Pursuant to Resolutions passed by the Court of Common Council on March 4, 1996 and January 13, 1997, if Consultant or any of its principals are in default of any tax or other financial obligations which are owed to HSBC or City. Default shall be considered to have occurred under this subsection when any payment required to be made to HSBC or due.

#### 11.2 Election of Remedies

If any Event of Default hereunder shall have occurred and be continuing, HSBC may elect to pursue any one or more of the following remedies, in any combination or sequence:

- (i) Take such action as it deems necessary, including, without limitation, the temporary withholding or reduction of payment;
- (ii) Suspend Project operation;
- (iii) Require Consultant to correct or cure such default to the satisfaction of HSBC; and/or
- (iv) Terminate this Agreement for cause in accordance with Section 12 hereof.

The selection of any remedy shall not prevent or prohibit HSBC from pursuing any other remedy and shall not constitute a waiver by HSBC of any other right or remedy.

## 12. TERMINATION OF AGREEMENT

### 12.1 Termination for Cause

Upon the occurrence of any Event of Default, as set forth in Section 11.1 hereof, HSBC may terminate this Agreement by giving five (5) days' written notice thereof to Consultant.

### 12.2 Termination for Non-availability of Funds

In the event HSBC shall not have funds available for the Project, HSBC may terminate this Agreement on thirty (30) days' written notice thereof to Consultant.

### 12.3 Termination at Will

HSBC or Consultant may terminate this Agreement at any time by giving thirty (30) days' prior written notice thereof to the other party.

### 12.4 Payment upon Termination

In the event this Agreement is terminated pursuant to any of Sections 12.2 through 12.3 above and provided Consultant is not in default hereunder, HSBC shall make full payment to Consultant for all Services performed in accordance with this Agreement up to and including the date of termination within sixty (60) days of such date of termination and presentation of Consultant's invoices therefor in accordance with Section 3 above.

## 13. ESTABLISHMENT AND MAINTENANCE OF RECORDS: AUDITS

13.1 Consultant agrees to establish and maintain fiscal control and accounting procedures that assure proper accounting for all funds paid by HSBC to Consultant under this Agreement. Without limiting the generality of the foregoing, Consultant agrees that it will maintain accurate and complete records of (i) all charges and any other claims or demands for compensation from HSBC, or any other person or entity, in connection with the Project (including, without limitation, any claims for or arising out of any alleged breach of this Agreement), (ii) the basis (including but not limited to, supporting documentation) therefor, and (iii) the amount and source of any and all payments or other consideration ultimately recovered in respect thereof.

13.2 Any and all records shall be generated by Consultant in a manner which is consistent with HSBC's requirements and shall be maintained for a period of not less than three (3) years from the date of final payment to Consultant. Consultant further shall permit (and require its consultants to permit) HSBC and/or its duly authorized representatives to examine, review, and audit any records, books, or other documents of Consultant or any and all of Consultant's consultants relative to the above, and furnish copies thereof, when requested.

## 14. SUBCONTRACTORS

Portions of the Services may be subcontracted, provided that:

- (i) HSBC shall have given prior approval to such subcontract in writing, which approval may be withheld in its sole and absolute discretion;
- (ii) All of the terms, covenants, conditions and provisions of this Agreement shall have been incorporated in such subcontract(s) and the subcontractor(s) shall have agreed in writing

to assume, perform and be bound by this Agreement and all the terms, covenants, conditions and provisions hereof and shall have further acknowledged and agreed that HSBC is and will be a third party beneficiary of all of said undertakings; and

- (iii) HSBC shall not be liable for payment of any wages, materials, or other expenses of any subcontractors.

15. **RESERVED**

16. **ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION**

Consultant agrees to abide by the provisions of Section 2-692 et seq. of the City of Hartford Municipal Code (as applicable), Executive Orders Numbers 3 and 17 of the State of Connecticut; and Presidential Executive Orders Numbers 11246, 11375 and 11063. In carrying out the Project, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference.

Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. Such action shall include, but not be limited to the following: 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. Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government, setting forth the provisions of the non-discrimination clause.

Consultant shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. Consultant shall incorporate, or cause to be incorporated, this provision in any and all subcontracts entered into pursuant to this Agreement. Consultant agrees to abide by the terms and conditions contained in the City of Hartford's Contractor's EEO Report.

17. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990**

Consultant agrees to abide by the provisions of the Americans with Disabilities Act (the "Act") of 1990; Public Law 101-336, as applicable.

In compliance with this law, Consultant shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of Consultant, or be subjected to discrimination by Consultant. No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations provided by Consultant.

Any television public service announcement that is produced or funded in whole or in part under this Agreement shall include closed captioning of the verbal content of such announcement. Consultant shall not discriminate against any individual because such individual has opposed any act or practice made unlawful by the Act or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the Act.

Consultant shall not permit coercion, intimidation or threatening of, or interference with, any individual



in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by the Act.

18. **TAXPAYER IDENTIFICATION NUMBER**

The Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification as submitted by Consultant, is hereby made a part of this Agreement and is incorporated herein by reference. It is understood and agreed that HSBC shall use the number as listed on the IRS Form W-9 to report any and all compensation paid to Consultant under this Agreement. It is further understood and agreed that HSBC shall not be liable for inaccurate information contained on said IRS Form W-9.

19. **DELINQUENCY IN OBLIGATIONS**

Consultant hereby agrees that throughout the period of this Agreement, all taxes, contractual obligations and audit responsibilities owed to City, Program Manager and/or HSBC shall be and remain current.

Any failure by HSBC to insist upon the strict performance by the other of any of the terms and provisions hereof shall not constitute a waiver of that or any other of said other party's obligations hereunder, and each party hereto, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other, of any and all of the terms and provisions of this Agreement.

21. **AMENDMENTS**

This Agreement may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

22. **DISCLAIMER OF AGENCY OR THIRD PARTY BENEFICIARY RIGHTS**

HSBC and Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

23. **NON-ASSIGNABILITY BY CONSULTANT**

This Agreement shall not be transferable or assignable by Consultant, by operation of law or otherwise, without prior written consent of HSBC, which consent may be withheld in its sole and absolute discretion.

24. **SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

25. **CUMULATIVE REMEDIES**

All rights and remedies exercisable by HSBC hereunder shall be cumulative and the exercise or beginning of the exercise by HSBC of any of its rights or remedies hereunder shall not preclude HSBC from exercising any other right or remedy granted hereunder or permitted by law.

26. **ARBITRATION**

All claims and controversies arising out of this Agreement shall be settled and decided in binding arbitration before the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules of AAA except as otherwise modified as follows. In the event either party elects to arbitrate any claim or controversy hereunder, such party shall provide written notice of such election ("Notice") to the other party and the Regional Director of the AAA having jurisdiction in Hartford Connecticut (the "Regional Director"). Within ten (10) days of such other party's receipt of such Notice, both parties shall each select one (1) individual to serve as arbitrators on the panel for the hearing, and shall notify the other party in writing of such selection. Such notice shall identify the arbitrator selected and include a copy of his or her resume. Within twenty (20) days following the other party's receipt of the Notice, these arbitrators shall mutually agree upon and select a third and neutral arbitrator for such panel, and provide written notice of such selection to the parties and the Regional Director, which notice shall identify such arbitrator and include a copy of his or her resume. In the event that the Party-selected arbitrators fail to select the third and neutral arbitrator within the above requisite time period for such selection, the AAA shall appoint such arbitrator. The neutral arbitrator shall be the chairperson of the panel. All arbitration proceedings shall be held in Hartford, Connecticut. While the arbitration panel shall select the remedy for all breaches of either party's obligations under this Agreement, such panel shall not modify the remedies specifically set forth in this Agreement for HSBC and Consultant. Each party shall bear its own costs and attorneys' fees. The determination of the arbitration panel shall be final and binding upon the parties. The determination shall be in the form of a written award, with written findings of fact, and may be specifically enforced by any court of appropriate jurisdiction. All legal issues arising in connection with any such arbitration proceedings shall be governed by the laws of the State of Connecticut, subject to Section 27 hereof.

27. **GOVERNING LAW**

This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Connecticut and the ordinances of the City of Hartford without regard or resort to conflict of laws principles.

28. **SALES AND USE TAX EXEMPTION**

Pursuant to Section 12-412(1)(A) of the Connecticut General Statutes, the sales of any tangible personal property or services to H S B C are exempt from Connecticut sales and use tax. Accordingly, Consultant hereby represents that no such tax is included in the Contract Price, and Consultant shall not charge or pass through any such tax to HSBC.

29. **GENDER/NUMBER/TITLE**

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, unless the Agreement requires otherwise. In the event of any discrepancy or conflict between the name and title of any person referred to in this Agreement, the title shall prevail.

30. **NOTICES**

All notices, approvals, demands, requests, or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this Agreement, shall be deemed properly given if hand delivered or sent by express courier mail service or United States registered or certified mail, return receipt requested, postage prepaid, to the following addresses:

As to the HSBC:  
Hartford School Building Committee  
550 Main Street  
Hartford CT 06103  
Attn: Chairman

As to Consultant:  
Milone & MacBroom, Inc.  
500 East Main Street, Suite 326  
Branford, CT 06405  
Attn: Michael Zuba  
Associate

Notices provided in accordance with the foregoing shall be deemed received as of the earlier of the date of delivery or the second business day following the date of their being posted with U.S. Postal Service

31. **MERGER/ENTIRE AGREEMENT**

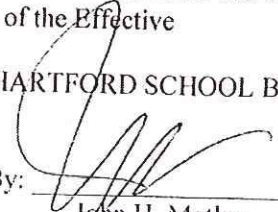
This Agreement and its exhibits referenced herein and attached hereto, contain the entire understanding between the parties hereto and supersede any and all prior understandings, negotiations, and agreements whether written or oral, between them respecting the written subject matter.

IN WITNESS THEREOF, HSBC and Consultant have executed this Agreement in duplicate (with each of said duplicates being deemed to be an original) as of the Effective

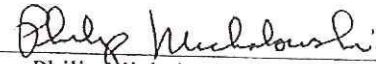
WITNESSES:

\_\_\_\_\_

HARTFORD SCHOOL BUILDING COMMITTEE

By:  4/16/12  
John H. Motley  
Its Chairman

MILONE & MACBROOM, INC.

By:  4/16/12  
Philip Michalowski  
Principal

Approved as to form and legality

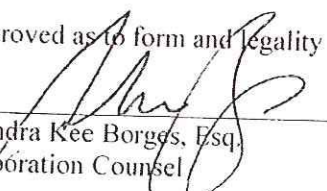
 4/17/12  
Sandra Kee Borges, Esq.  
Corporation Counsel



EXHIBIT A

SCOPE OF SERVICES



**ATTACHMENT A:  
CONSULTANT RESPONSIBILITIES**

**SECTION 1 – GENERAL PROVISIONS**

1.1 General Description of Services

- A. Customary Enrollment Projection Services: The Enrollment Projection Services shall consist of the Services described herein.
- B. Scope of Enrollment Projection Services: The scope of the Enrollment Projection Services are described generally in this Agreement and also include those services that are reasonable, consistent with and necessary to complete Enrollment Projections.
- C. Cooperation with Other Parties and Participants: The Enrollment Projection Consultant (EPC) shall cooperate fully with and confer with the appropriate City of Hartford Departments and State of Connecticut Agencies, and Program Manager in connection with the Enrollment Projections.

1.2 Use of Enrollment Projection Reports

- A. It is understood that the Hartford School Building Committee (HSBC), or the Program Manager, ARCADIS/O&G, on the HSBC's behalf, may reproduce the EPC Firm's reports without modifications and distribute the reports in connection with the projects without incurring obligation for additional compensation to the EPC Firm. The original reports shall remain the property of the EPC Firm.

**SECTION 2 – PROJECT INFORMATION**

2.1 Burns School

- A. Burns School is located at 195 Putnam Street. A construction grant application was filed with the Bureau of School Facilities in June 2011. Design of new language laboratories for this Latino Studies focused school is scheduled to commence in July 2012. The building will be occupied throughout the design and construction process. It is a PreK-8 elementary school for 743 students.

2.2 West Middle School

- A. West Middle School is located at 927 Asylum Avenue. A construction grant application was filed with the Bureau of School Facilities in June 2011. Design of a full renovation to as-new condition with some

expansion is scheduled to commence in July 2012. The building will be occupied throughout the design period but students will be relocated to swing space during the construction process. It will be a PreK-8 elementary school for 750 students.

### 2.3 Hartford Magnet Trinity College Academy

- A. An element of The Learning Corridor, a multi-magnet school campus located at 53 Vernon Street, the Hartford Magnet Middle School is aligning with Trinity College to expand its program from a grades 6-8 program to a grades 6-12 early college academy. The new program is called the Hartford Magnet/Trinity College Academy. A construction grant application was filed with the Bureau of School Facilities in June 2011 to modify a portion of the existing building and to expand the facility. It will be a grades 6-12 magnet school for 1080 students.

### 2.4 Weaver High School

- A. Constructed in the early 1970's as a comprehensive high school for a population of more than 2000 students, Weaver will be renovated to as-new condition and reduced in size as it is transformed into a multi-themed, academy based school. Once completed, it will be a grades 9-12 high school for 1600 students.

### 2.5 Follow On Work

- A. Several future projects have been identified and will require similar studies at the point of grant application submission. The HSBC may exercise its rights to award such studies to the EPC as follow on work.

## SECTION 3 – CONSULTANT RESPONSIBILITIES

### 3.1 District Wide Eight Year Enrollment Projection

- A. The School District currently relies on internal historical data and information supplied by the State Department of Education to develop their annual enrollment projections. As a Choice District which also offers multiple Interdistrict Magnet Schools, Hartford students have a variety of education options available to them each year, resulting in a complex analysis of both overall student population and school specific enrollments.
- B. The EPC shall generate district wide enrollment projections for the PreK thru 12<sup>th</sup> grade cohorts for the Hartford public school system. These evaluations shall be based on an 8-year horizon commencing in the 2012-13 school year. Selected graphs, maps and charts shall be prepared to illustrate the geographic distribution of enrollment patterns new birth trends on enrollment, migration patterns on enrollment, residential development patterns on enrollment,



enrollment persistence by grade for PreK thru 12<sup>th</sup> grade. The impact on individual school enrollments due to District-Wide Choice program shall be considered in the development of the projection.

1. School System Information: Concurrent with the notice to proceed, Hartford Public Schools will provide the EPC with the following: from the City's GIS database – parcel data, street centerlines, boundaries of the existing school districts; student enrollment database for PreK-12th grade by address, grade, school, in digital format; birth records for the past five years; historic enrollments by school; relevant studies and reports; and school system operational and contractual capacities, including staffing requirements and floor plans of school facilities, to the extent available.
2. Enrollment Patterns: EPC shall analyze and graph historical enrollment data for the past five years for purposes of identifying trends
3. Existing Enrollment by Current School Districts: The existing student inventory should be address-matched to the City's base map.
4. Development Patterns and Demographic Impacts: EPC shall consult with the City's Planning and Zoning Departments to discuss recent residential development trends in order to determine areas where residential growth has been occurring, identify areas with residential growth potential, and identify other factors and trends impacting potential enrollment levels.
5. Birth Records / Sibling Information: EPC shall address-match the birth records provided by the City for the past five (5) years in Hartford by year. This information will form the basis for the geographic distribution of the next five incoming kindergarten classes. The new births should be address-matched and maps will be produced to illustrate the potential enrollment impact of each birth cohort on existing school districts. This information should be combined with existing enrollments and estimates of migration utilizing the most appropriate cohort-survival method, as well as the multiple regression method, in order to project future enrollments.

### 3.2 Individual School Enrollment Projections

- A. Utilizing the PreK thru 12<sup>th</sup> grade enrollment projection report, the EPC shall develop individual enrollment projections for each of the school projects identified in Section 2 – Project Information.
  1. Burns School – The EPC shall verify school district boundaries and enrollment projections based on an 8-year horizon. This task is expected to be iterative and shall be accomplished in close consultation with designated school system staff.

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2. West Middle School – The EPC shall verify school district boundaries and enrollment projections based on an 8-year horizon. This task is expected to be iterative and shall be accomplished in close consultation with designated school system staff.
3. Hartford Magnet/Trinity College Academy – As an Interdistrict Magnet which is expanding from a grade 6-8 program into a grade 6-12 program, many of the current middle school students will continue on to populate the high school grades. The EPC shall develop 8 year enrollment projections through consultation with designated school system staff, considering previous destinations for graduating middle school students versus retention through high school, as well as confirming the overall program enrollment projections.
4. Weaver High School – Weaver has recently transitioned from a comprehensive high school for the northwest quadrant of the City to a home for special academies. The Journalism and Media Academy will be leaving the building for its own facility in the 2013-14 school year. The Culinary Academy will remain as the anchor to a three academy campus which will also offer concentrations in Arts and Sciences and Architecture and Urban Design. Construction is anticipated to be complete and the academies active for the 2017-18 school year. The long term objective of rejuvenating Weaver is to again offer a nearby high school option for students within the northwest quadrant while at the same time serving as an additional school of choice for all Hartford students. A total enrollment of 1600 students is anticipated. The EPC shall develop 8 year enrollment projections through consultation with designated school system staff, considering district wide and regional high school choice and magnet programs. Additionally, increasing high school graduation rates, as evidenced by recent successes, shall be considered in anticipating the total number of high school seats required district wide. The student capacity and therefore the design of Weaver are dependent on confirming this projected need.

### 3.3 Final Report

- A. The EPC shall provide a final report inclusive of appropriate statistical and graphic materials in a format acceptable to the Hartford Board of Education and the State Bureau of School Facilities.

### 3.4 Public Meetings and Workshops

- A. The EPC shall include as many meetings and workshops as needed to collect information and discuss work in progress.

- B. The EPC shall be available to attend two meetings with the Board of Education and/or citizen groups for the purpose of presenting or discussing the analysis and findings of this study. Meetings with school staff during normal business hours will not count against these meetings.

## **SECTION 4 – REPORT SCHEDULE**

### **4.1 Time Schedule – Report Deadlines**

- A. The EPC shall be ready and capable of providing the services and reports by the dates listed below:
  - 1. District Wide Data: March 30, 2012
  - 2. Burns School: April 13, 2012
  - 3. West Middle School: April 13, 2012
  - 4. Hartford Magnet/Trinity College Academy: April 13, 2012
  - 5. Weaver High School: May 4, 2012