

AGENDA

CITY COUNCIL MEETING

TUESDAY, JANUARY 20, 2015

7:00 P.M.

CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE
BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

Mayoral Proclamation: In Recognition of the Get Healthy CT Coalition Declaring February "Know Your Numbers" Month to Increase Health Screening Awareness.

City Council Citation: In Recognition of the Get Healthy CT Coalition Declaring February "Know Your Numbers" Month to Increase Health Screening Awareness.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: December 1, 2014.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 24-14** Communication from Engineering re: (Ref. #61-12 & #35-11) Proposed Resolution regarding Support for Advancement of Project concerning Main Street Traffic Signal Improvements - Utilizing Federal Funding from the Urban Component of the Surface Transportation Program: State Project No. 15-360, Federal Aid Project No. 1015(126), referred to Public Safety and Transportation Committee.
- 25-14** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Elijah Pendergrass, **ACCEPTED AND MADE PART OF THE RECORD.**
- 26-14** Communication from Mayor re: Appointment of Lillian Wade (D) to the Park Commission, referred to Miscellaneous Matters Committee.
- 27-14** Communication from Central Grants re: Grant Submission: United States Environmental Protection Agency (EPA) for a FY 2015 Brownfield Cleanup Grant Program for the Property Located at 141 Stratford Avenue (#15374), referred to Economic and Community Development and Environment Committee.
- 28-14** Communication from Central Grants re: Grant Submission: United States Environmental Protection Agency (EPA) for a FY 2015 Brownfield Cleanup Grant Program for the Property Located at 173 Stratford Avenue (#15407), referred to Economic and Community Development and Environment Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 29-14** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Energy and Environmental Protection for the Wayne Street Park Improvements Project (#4P764), referred to Economic and Community Development and Environment Committee.
- 30-14** Communication from OPM re: Proposed Budget Modification and Budget Transfer to the FY 2014-15 General Fund Budget: Increase Appropriation for the Board of Education and for additional transfers to various Departments to budgetarily reassign and/or create new positions, referred to Budget and Appropriations Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *05-14** Public Safety and Transportation Committee Report re: Request that a Streetlight be Installed on Utility Pole #4335 Located in front of 39 Belmont Avenue.
- *09-14** Public Safety and Transportation Committee Report re: State of Connecticut Department of Transportation Local Transportation Capital Improvement Program (LOTICIP) (#4T001) for the Construction of a Pedestrian Bridge over the Ash Creek Estuary.
- *14-14** Contracts Committee Report re: Pharmacy Benefit Management Agreement with Express Scripts Insurance Company, Inc. for the period of January 1, 2014 through December 31, 2016.
- *15-14** Contracts Committee Report re: Services Agreement with Express Scripts Insurance Company, Inc. regarding Medicare Part-D Employer-Only Sponsored Group Waiver Plan Prescription Drug for the period of January 1, 2015 through December 31, 2016.
- *18-14** Contracts Committee Report re: Design-Build Agreement concerning Streetscape Projects.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, JANUARY 20, 2015 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

A new year: any resolutions?

**CITY OF BRIDGEPORT
CITY COUNCIL
PUBLIC SPEAKING SESSION
TUESDAY, JANUARY 20, 2015
6:30 PM**

CALL TO ORDER

Council President McCarthy called the Public Speaking Session to order at 6:45 p.m.

ROLL CALL

City Clerk Hudson called the roll.

The following members were present:

130th District: Susan Brannelly, Enrique Torres
131st District: Jack O. Banta, Denese Taylor-Moye
132nd District: Robert Halstead, Patricia Swain
133rd District: Thomas McCarthy, Howard Austin
134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
135th District:
136th District: Alfredo Castillo
137th District: Milta Feliciano, Lydia Martinez
138th District:
139th District: Eneida Martinez

RECEIVED
CITY CLERK'S OFFICE
2015 JAN 28 A 9:28
ATTEST
CITY CLERK _____

A quorum was present.

THE FOLLOWING NAMED PERSONS HAVE REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, NOVEMBER 3, 2014 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

A new year: any resolutions?

Good evening members of the City Council, President Thomas McCarthy, City Clerk Fleeta Hudson, fellow citizens in Council Chambers and viewers at home. This is the second Council meeting of 2015, a time for checking New Year resolutions.

More than a few of you were new to the Council in December 2013. Most of you have been on the Council for a longer period. Tonight I want to ask you to reach back in your memory bank and get in touch with your sense of what being chosen by your neighbors from your specific district felt like the first time it happened. Did you feel honored, happy to have come out the

City of Bridgeport
City Council
Regular Meeting
January 20, 2015

winner, and were you looking forward to sitting in your raised positions in this Chamber as you are tonight? Feel any different tonight?

Were you aware of the folks in your District who would call you, meet you in public, write letters or emails and ask for help? Some just complained. But as you sought answers you became more aware of how the City really works. Likely you were able to help more folks in your District. That form of representation is critical to those who ask for help when they receive it. It has built a formidable reputation for several of you. It is individual representation but it is only part of the job.

When you were tasked with one or more Committee assignments you were exposed to Ordinances, or City Contracts, or Education, Economic Development, or even Budget and Appropriations a few of the specific areas of broad range representation. New issues, reviewing old answers, framing responses for all of the Districts causes a new way of listening and acting. It is in this area that I have had the most to say to you in a critically constructive manner, I hope and believe.

How can you do this work alone, without assistance? Only with the greatest difficulty and personal sacrifice is that possible. You have allowed yourself to attempt to manage the affairs of a community of our size and complexity with budget including all sources of close to \$700 Million annually. Yet you have not one research assistant, or other specific adviser, owing loyalty and dedication to your legislative body. How can you properly do your work without such assistance? Even teachers in a classroom have helpers in their work. And City Departments are staffed for their work. How have you let yourself be outfitted so poorly?

Is it because you trust the administration implicitly, explicitly and without concern for oversight and monitoring? Are there enough issues that have been raised in your mind to provide some action on your part to verify assumptions that are made? You are watch dogs for the public. We need to hear your bark at least occasionally.

It is popularly heard every day in news releases and media references that the City is getting better every day. You have heard that haven't you? And it may be true in specific cases. But if you are talking to people in your District, you will know that it is not true across the Board. Because you have heard it. Jobs? Education budgets?

Housing? Apartment and condo buildings in the City with people leaving underwater, just giving up? Is that the reason that our Development Director is promoting the "steep discounts on rents and real estate"? Is it the loss of property values caused by high taxes already that has created those opportunities? Yet you have ignored the new department supervisors and managers with six figure incomes and benefits more generous than the private sector that have increased our budgets year after year. Are there evaluations and review of all personnel? Have new folks been hired because others have not done the job? But are still here?

Do you have a list of the settlements with former employees made in the past five years, and the legal expenses made to get to that point? Why not? Have any of you gone to Wheelabrator, supposedly the largest City property owner/ taxpayer, and asked how they feel about our property valuation methods? They have been in Court going on seven years, contesting the City

valuation and assessment. Yet the expert hired by the City is still \$100 Million under the value the City claims. Why are we paying \$100,000 or sometimes \$200,000 annually to pay legal counsel when perhaps we should settle?

These are big issues confronting the City. What is your role? Are you prepared for facing them? Can you steer our City on a better course? If not, what is holding you back from the legislative representation role the public expects? Will you tell the story to your public? Time will tell.

John Marshall Lee

Ms. Denise Bukovan
Housatonic Community College
900 Lafayette Blvd.
Bridgeport, CT 06604

Bridgeport's assets

Ms. Bukovan from Housatonic Community College came forward and introduced herself to the Council Members. She said that usually people come before the Council and complain or demand that the Council Members fix Bridgeport. She said that while she was a newcomer to Bridgeport, there were many, many assets. The City has character and history.

Council Member Salter joined the meeting at 6:58 p.m.

Ms. Bukovan said that she often makes positive comments about Bridgeport and that the best thing that people can do is to get young people to come to Bridgeport to see the various colleges. Once the young people arrive they realize what a great place Bridgeport is. She concluded her remarks by distributing copies of the Bridgeport Regional Business Council report to the Council Members.

ADJOURNMENT

Council President McCarthy then adjourned the Public Speaking Portion of the Council Meeting at 7:05 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
TUESDAY, JANUARY 20, 2015
7:00 PM

City Council Chambers, City Hall - 45 Lyon Terrace
Bridgeport, Connecticut

CALL TO ORDER

Council President McCarthy called the City Council Meeting to order at 7:20 p.m.

PRAYER

Pastor Norman Wright led those present in a short prayer.

PLEDGE OF ALLEGIANCE

Council President McCarthy then requested two representatives from the Bridgeport Hospital and St. Vincent's Hospital's Health Screening Awareness program lead those present in reciting the Pledge of Allegiance.

ROLL CALL

City Clerk Hudson called the roll.

The following members were present:

130th District: Susan Brannelly, Enrique Torres
131st District: Jack O. Banta, Denese Taylor-Moye
132nd District: Robert Halstead, Patricia Swain
133rd District: Thomas McCarthy, Howard Austin
134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
135th District: Richard Salter
136th District: Alfredo Castillo
137th District: Lydia Martinez, Milta Feliciano
138th District:
139th District: Eneida Martinez

A quorum was present. Council President McCarthy said that Mayor Finch was attending the U.S. Council of Mayors Convention.

Mayoral Proclamation: In Recognition of the Get Healthy CT Coalition Declaring February "Know Your Numbers" Month to Increase Health Screening Awareness.

City Council Citation: In Recognition of the Get Healthy CT Coalition Declaring February "Know Your Numbers" Month to Increase Health Screening Awareness.

Council President McCarthy called the Health Screening Awareness representatives from both Bridgeport Hospital and St. Vincent's forward so the Council could present them with the mayoral proclamation and the City Council Citation awards.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: December 1, 2014.

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED THE COUNCIL MINUTES OF DECEMBER 1, 2014.**

**** COUNCIL MEMBER LYONS SECONDED.**

**** THE MOTION TO APPROVE THE COUNCIL MINUTES OF DECEMBER 1, 2014 AS SUBMITTED PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

**** COUNCIL MEMBER BRANNELLY MOVED TO APPROVE THE AGENDA ITEMS LISTED BELOW TO BE REFERRED TO COMMITTEES:**

24-14 COMMUNICATION FROM ENGINEERING RE: (REF. #61-12 & #35-11) PROPOSED RESOLUTION REGARDING SUPPORT FOR ADVANCEMENT OF PROJECT CONCERNING MAIN STREET TRAFFIC SIGNAL IMPROVEMENTS – UTILIZING FEDERAL FUNDING FROM THE URBAN COMPONENT OF THE SURFACE TRANSPORTATION PROGRAM: STATE PROJECT NO. 15-360, FEDERAL AID PROJECT NO. 1015(126), REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

25-14 COMMUNICATION FROM CITY ATTORNEY RE: TWENTY DAY NOTICE TO SETTLE PENDING LITIGATION PURSUANT TO MUNICIPAL CODE SECTION 2.10.130 WITH ELIJAH PENDERGRASS, ACCEPTED AND MADE PART OF THE RECORD.

26-14 COMMUNICATION FROM MAYOR RE: APPOINTMENT OF LILLIAN WADE (D) TO THE PARK COMMISSION, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

27-14 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) FOR A FY 2015 BROWNFIELD CLEANUP GRANT PROGRAM FOR THE PROPERTY LOCATED AT 141 STRATFORD AVENUE (#15374), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

28-14 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) FOR A FY 2015 BROWNFIELD CLEANUP GRANT PROGRAM FOR THE PROPERTY LOCATED AT 173 STRATFORD AVENUE (#15407), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

29-14 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION FOR THE WAYNE STREET PARK IMPROVEMENTS PROJECT (#4P764), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

30-14 COMMUNICATION FROM OPM RE: PROPOSED BUDGET MODIFICATION AND BUDGET TRANSFER TO THE FY 2014-15 GENERAL FUND BUDGET: INCREASE APPROPRIATION FOR THE BOARD OF EDUCATION AND FOR ADDITIONAL TRANSFERS TO VARIOUS DEPARTMENTS TO BUDGETARILY REASSIGN AND/OR CREATE NEW POSITIONS, REFERRED TO BUDGET AND APPROPRIATIONS COMMITTEE.

**** COUNCIL MEMBER AUSTIN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***05-14 Public Safety and Transportation Committee Report re: Request that a Streetlight be Installed on Utility Pole #4335 Located in front of 39 Belmont Avenue.**

***09-14 Public Safety and Transportation Committee Report re: State of Connecticut Department of Transportation Local Transportation Capital Improvement Program (LOTICIP) (#4T001) for the Construction of a Pedestrian Bridge over the Ash Creek Estuary.**

***14-14 Contracts Committee Report re: Pharmacy Benefit Management Agreement with Express Scripts Insurance Company, Inc. for the period of January 1, 2014 through December 31, 2016.**

***15-14 Contracts Committee Report re: Services Agreement with Express Scripts Insurance Company, Inc. regarding Medicare Part-D Employer-Only Sponsored Group Waiver Plan Prescription Drug for the period of January 1, 2015 through December 31, 2016.**

***18-14 Contracts Committee Report re: Design-Build Agreement concerning Streetscape Projects.**

Council President McCarthy then asked if there was any Council Member who would like to remove an item from the Consent Calendar. When there was no response, he asked a second

time. Hearing no response, the five items on the Consent Calendar were put forward for consideration.

**** COUNCIL MEMBER LYONS MOVED THE CONSENT CALENDAR AS FOLLOWS:**

***05-14 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: REQUEST THAT A STREETLIGHT BE INSTALLED ON UTILITY POLE #4335 LOCATED IN FRONT OF 39 BELMONT AVENUE.**

***09-14 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION LOCAL TRANSPORTATION CAPITAL IMPROVEMENT PROGRAM (LOTICIP) (#4T001) FOR THE CONSTRUCTION OF A PEDESTRIAN BRIDGE OVER THE ASH CREEK ESTUARY.**

***14-14 CONTRACTS COMMITTEE REPORT RE: PHARMACY BENEFIT MANAGEMENT AGREEMENT WITH EXPRESS SCRIPTS INSURANCE COMPANY, INC. FOR THE PERIOD OF JANUARY 1, 2014 THROUGH DECEMBER 31, 2016.**

***15-14 CONTRACTS COMMITTEE REPORT RE: SERVICES AGREEMENT WITH EXPRESS SCRIPTS INSURANCE COMPANY, INC. REGARDING MEDICARE PART-D EMPLOYER-ONLY SPONSORED GROUP WAIVER PLAN PRESCRIPTION DRUG FOR THE PERIOD OF JANUARY 1, 2015 THROUGH DECEMBER 31, 2016.**

***18-14 CONTRACTS COMMITTEE REPORT RE: DESIGN-BUILD AGREEMENT CONCERNING STREETScape PROJECTS.**

**** COUNCIL MEMBER BRANNELLY SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Council Member Vizzo-Paniccia then requested a moment of personal privilege. She said that she had been involved in a national organization since 2006 and 2007, particularly the Public Safety Crime Commission, which focuses on the public safety in cities and towns. She also mentioned that she had been involved in the PCC, a council that addresses the various issues that cities and towns have with the colleges located in their towns. Council Member Vizzo-Paniccia said that she had served as Vice Chair and recently had received word that she had been elected as Chairman for these positions. She explained that she had met with the four colleges located in Bridgeport to discuss various issues.

Council President McCarthy said that Council Member Vizzo-Paniccia had done a phenomenal job in her roles at the national organizations. He then publicly thanked her for her excellent work.

Council Member Eneida Martinez requested a moment of silence in memory of Eileen Gearing, the sister of Bridgeport Police Captain Robert Gearing, who recently passed away.

Following the conclusion of the moment of silence, Council Member Vizzo-Paniccia commented that the broadcast audio track for the meetings had been missing or muted. She said that this was not limited to the broadcasts of just Bridgeport's meetings, but the same problem occurred with other town's meeting broadcasts. She suggested that the Council re-evaluate the situation.

ADJOURNMENT

**** COUNCIL MEMBER BRANNELLY MOVED TO ADJOURN.**

**** COUNCIL MEMBER SWAIN SECONDED.**

**** THE MOTION TO ADJOURN PASSED UNANIMOUSLY.**

The meeting adjourned at 7:40 p.m.

Respectfully submitted,

S. L. Soltes

Telesco Secretarial Services



BILL FINCH
Mayor



CITY OF BRIDGEPORT
ENGINEERING DEPARTMENT

CITY HALL - 45 Lyon Terrace
Bridgeport, Connecticut 06604-4023
Telephone (203)576-7211
Fax (203) 576-7154

JON URQUIDI
City Engineer

January 5, 2015

Honorable Body of the City Council
Bridgeport, Connecticut

Re: **State Project 15-360 Federal Aid Project 1015(126)
Main Street Traffic Signal Improvements –Utilizing Federal Funding from the Urban
Component of the Surface Transportation Program**

Resolution of Support for Advancement of Project

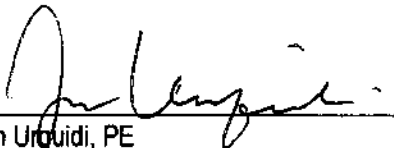
Ladies and Gentlemen:

In order to proceed with project implementation for the above-referenced project, it is necessary to provide the State of Connecticut with a Resolution in support of public information portion and public comment period of the project. No one from the public has come out in opposition of the project and the City would like to move forward with the utilization of federal funds to complete the need traffic signal improvements. The project is 100% federally funded.

The project was previously approved by City Council on February 6, 2012. The additional resolution acknowledging the public information meeting and public comment is required by the Department of Transportation. We are, therefore, requesting that the City Council approve the Resolution attached.

Should you have any questions regarding the above, please do not hesitate to contact us.

Very truly yours,


Jon Urquidi, PE
City Engineer

Enclosures

c: Mayor Bill Finch
Andrew Nunn, CAO
Jorge Garcia, Public Facilities
Bobby Kennedy, Public Facilities

RECEIVED
CITY ENGINEER'S OFFICE
2015 JAN - 9 A 10:44
ATTEST
CITY CLERK

RESOLUTION

State Project No. 15-360

Federal Aid Project No. 1015(126)

RESOLVED, that the City of Bridgeport, through its City council, does acknowledge that a 30 day Public Information and Public Comment Period was conducted between November 20, 2014 and December 20, 2014 and after consideration of input received does support the advancement of design and subsequent construction of the City's "Main Street Traffic Signal Improvements Utilizing Funding from the STP-Urban Program, otherwise identified as State Project 15-360".

ADOPTED by the CITY COUNCIL of the City of Bridgeport, Connecticut, on the _____ day of _____, 2015.

Clerk (Seal)

Date

BRIDGEPORT 1BR
1779m. Call 203-364-7485

APARTMENTS FOR RENT

BRIDGEPORT - Spacious
Remodeled 1BR. Free HT/AW. Incl. refrig/stov. esp & laundry. 340 Pali-
sade Ave. \$775/m. 203-364-1844

ANSONIA 2BR, 3rd fl.
w. fig., stove, on busline. \$700/m.
+\$1000 Sec. Call/text 203-494-9207

ANSONIA 1BR, 1st fl. \$725. 1BR,
3rd fl. \$650. 1BR, 2nd fl. \$660.
Gas on gas stv for heat. (203)734-8371

ANSONIA 4RM, 1BR, 1st fl. gas ht,
\$790. Owner/agent 203-736-4896

ANSONIA Good aereal Sunny, quiet,
clean 1br apt, 2nd fl. Convenient
loc. w/porch, \$800. (203)735-5260

BLACK ROCK 1st mo. FREE rent!
2BR, 3rd fl. No pets/smok. Off st. prk.
No applc. 2m. sec. \$795, 203-335-9799

BLACK ROCK 3br/2nd fl. Newer appl
EIK/Lr/Dr. \$1300. Text (203)650-9256

BRIDGEPORT 1BR, Main St. \$600.
2BR, \$900. 3BR, \$1100. All units
remod. Sec8 ok. 203-923-2566

BRIDGEPORT NE Lovely 5rm
apt, EIK, LR, DR, 2BR. Appl. OSP,
yard, ht, water, WPC incld. \$1145
/month. Avl 12/1. Call 203.255.5169

BRIDGEPORT 4br/1st fl. Yard,
prkg. \$1200, 1st+sec. 203-895-5806

PROBATE NOTICES

STATE OF CONNECTICUT
TRUMBULL PROBATE
DISTRICT

NOTICE TO CREDITORS
ESTATE OF
JOHN A. BELANGER
LATE OF
Hobe Sound Florida
(14-00642)

The Hon. T.R. Rowe, Judge of the
Court of Probate, District of Trum-
bull Probate District, by decree
dated October 28, 2014, ordered
that all claims must be presented
to the fiduciary at the address be-
low. Failure to promptly present
any such claim may result in the
loss of rights to recover on such
claim.

Susan M. Pulos, Assistant Clerk
The fiduciary is:
Valentina Belanger
o/o Mark C. Valentine, Esq., 2885
Main Street, Stratford, CT 06614.

STATE OF CONNECTICUT
TRUMBULL PROBATE
DISTRICT

NOTICE TO CREDITORS
ESTATE OF
ELIZABETH MEZICK
LATE OF MONROE
AKA Elizabeth (Betty) Anton
Mezick
AKA Elizabeth A. Mezick
(14-00689)

The Hon. T.R. Rowe, Judge of the
Court of Probate, District of Trum-
bull Probate District, by decree
dated October 28, 2014, ordered
that all claims must be presented
to the fiduciary at the address be-
low. Failure to promptly present
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claim.

The Hon. T.R. Rowe, Jud
Court of Probate, District bu
dated October 28, 2014,
that all claims must be p

BRIDGEPORT \$A
No pets. No petson
credit ok. \$750. (203)364-1844



BRIDGEPORT/Trum
Appls. pkg. \$775. 2

BRIDGEPORT BEAL
fresh paint, Pequot
LR, \$900. 203.521.86

BRIDGEPORT Leno
3br/2ba Stov. Rfrig. W
No pets. \$1350. Sec 8

BRIDGEPORT 2br ar
paint/cabinets/carp. 4
\$875/m.+ 1m sec. Se
(203)545-31

BRIDGEPORT 2BR
\$900. w/pvt. prkg. Se
917.274.5588 or Luis.

BRIDGEPORT-BLACK
5rm, 2br LR/DR, WW, W
\$1000+sec. (203)8

BRIDGEPORT Renov
fir. apt. w/deck+1c.pr
broke St. \$800+1sec. 2

BRIDGEPORT 1-2BR
Near transportation.
Section 8 ok. Call 20:

BRIDGEPORT 641 Ir
Nice 2BR, 2nd flr. \$850
3 ok. No pets. Call 20

BRIDGEPORT STUDIO
in Black Rck. Granite k
secured bld. \$750-900.

BRIDGEPORT North
\$745-\$995/month. 20:

BRIDGEPORT NE 2b
osp. Near STVs \$1100.

BRIDGEPORT 1ST 1
Fresh paint, new WW, ;
No pets. Call T.J. (203)



BRIDGEPORT CLEAN,
Incl. HT, HW, refrig, st
Onsite Indry & prkg. Nc
Cowles Street. \$675, 203

BRIDGEPORT/B.
Studios, 1 & 2B;
\$815-\$139
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HubRealty.com
local.ctpost.com/

BRIDGEPORT 1BR
Ht, HW, W/W, parking, a
laundry. Call 203-767
or 203-371-5331

PROBATE NOTICES

STATE OF CONNECTICUT
TRUMBULL PROBATE
DISTRICT

NOTICE TO CREDITORS
ESTATE OF
MARIE S. JONES
LATE OF TRUMBULL
AKA Maria Jones
(14-00643)

The Hon. T.R. Rowe, Jud
Court of Probate, District bu
dated October 28, 2014,
that all claims must be p

REPAIR WORK NEEDED
FOR HOME
REPAIR WORK NEEDED
FOR HOME
REPAIR WORK NEEDED
FOR HOME
REPAIR WORK NEEDED
FOR HOME

**COMMERCIAL PROPERTY
LEASE / SALE**

**LIGHT INDUSTRIAL
WAREHOUSE**
Central Danbury, 3500 SF
Call for info: 203-797-9255
www.nolanrealestate.org

PUBLIC NOTICES

Notice of Public Review

For State Project 15-360
Federal Aid Project 1015 (125)
Main Street Traffic Signal
Improvements

The City of Bridgeport is inviting
the public to comment on the
plans for the replacement of 20 ex-
isting traffic signals on Main
Street from Old Town Rd to South
Frontage Rd. and 1-new signal in-
stallation at Main St and Thorne
St intersection. Public review and
comments are encouraged during
the 14-day comment period that
will begin on November 20, 2014.
Residents, business owners and
other interested individuals are en-
couraged to review the plans and
to discuss with staff the proposed
traffic signal improvements.
Based on a preliminary assess-
ment, the construction cost will
be approximately \$ 8 million fund-
ed at a 100% federal with no state
or city match with construction ex-
pected to begin in late 2015

Plans may be reviewed in the Engi-
neering Department. City Hall,
145 Lyon Terrace, Bridgeport, CT
06604-4023. Hours of operation are
8:30 am to 4:30 pm, Monday through
Friday.
Written questions and comments
regarding this project should be di-
rected to:
Jon Urquidí, P.E., City Engineer
City Hall - 45 Lyon Terrace
Bridgeport, CT 06604-4023

**TRUMBULL INLAND
WETLANDS AND
WATERCOURSES COMMISSION**

NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT
the Inland Wetlands and
Watercourses Commission of the
Town of Trumbull will hold a Pub-
lic Hearing on Tuesday, December
2, 2014 at 7:00 p.m. at the Trum-
bull Town Hall, 5866 Main Street,
Trumbull, Connecticut, on the fol-
lowing application:

A copy of the application and
maps are on file for public inspec-
tion in the Town Engineer's Office,
Town Hall, Trumbull, Connecticut.

Application 14-23, 147 Daniels
Rd., James
Permit approval to construct a
single family home subdi-
vision, tree removal, grading,
driveway and road construc-
tion, installation of a detention
pond, road drainage, channels,
sanitary sewers, plunge pools and
erosion control measures within a
regulated area at 147 Daniels
Rd., Conn.

Application 14-26, Emilio Ferri
Permit approval to construct a sin-
gle family residence, retaining
wall, driveway, extend the road-
way, 2014 ft. and related in-
dications and allow the home-
site to be built within 100 feet of
the wetlands boundary, present
147 Daniels Rd., Conn.

...people who may
...information should be given
...program can be an im-
...information about
...Federal efforts to re-
...modification of these
...When the Federal govern-
...actions taking place in floodplains
...may be put at greater or contin-

DATE: DECEMBER 18, 2014 : SUPERIOR COURT
THE BANK OF NEW YORK MELLON FKA : J.D. OF FAIRFIELD
AS TRUSTEE
FOR THE CERTIFICATE HOLDERS OF THE
MAYSSNO ASSET-BEARING CERTIFICATES
SERIES 2006-1A
AT BRIDGEPORT

STATE OF CONNECTICUT
IN SENIOR COURT, JUDGE OF THE PROBATE DISTRICT OF THE ESTATE
OF ROBERTO GALEANO, DECEASED, IN WRITING OR TO THEIR
NEXT OF KIN, NEAR, BEHELD, REPRESENTATIVE AND CRED-
ITORS

The Court has ordered the said court by means of an affidavit or
other evidence, that ROBERTO GALEANO, DECEASED, was
legally married to the defendant which is a bringing to the above
named court records of his mortgage loan premises known
as 147 DANIELS RD., BRIDGEPORT, CT. This complaint is returnable to
the court on December 18, 2014 and will be pending there thereafter.

The Court has ordered the said court by means of an affidavit or
other evidence, that ROBERTO GALEANO, DECEASED, was
legally married to the defendant which is a bringing to the above
named court records of his mortgage loan premises known
as 147 DANIELS RD., BRIDGEPORT, CT. This complaint is returnable to
the court on December 18, 2014 and will be pending there thereafter.

TOWN OF TRUMBULL TOWN ENGINEER
THE TOWN ENGINEER HAS REVIEWED THE APPLICATION AND
MAPS AND HAS DETERMINED THAT THE PROPOSED CONSTRUCTION
IS IN ACCORDANCE WITH THE TOWN OF TRUMBULL REGULATIONS
AND ORDINANCES. THE TOWN ENGINEER HAS ISSUED A PERMIT
FOR THE PROPOSED CONSTRUCTION. THE PERMIT IS VALID FOR
THIRTY DAYS FROM THE DATE OF ISSUANCE. THE PERMITTEE
MAY NOT COMMENCE CONSTRUCTION UNTIL THE PERMITTEE
OBTAINS ALL NECESSARY STATE AND FEDERAL PERMITS.
THE TOWN ENGINEER'S OFFICE IS LOCATED AT 5866 MAIN STREET,
TRUMBULL, CONNECTICUT 06604-4023. THE OFFICE HOURS
ARE 8:30 AM TO 4:30 PM, MONDAY THROUGH FRIDAY.

PUBLIC NOTICES

Notice of Public Review

**For State Project 15-360
Federal Aid Project 1015 (126)
Main Street Traffic Signal
Improvements**

The City of Bridgeport is inviting the public to comment on the plans for the replacement of 20 existing traffic signals on Main Street from Old Town Rd to South Frontage Rd, and 1 new signal installation at Main St and Thorne St intersection. Public review and comments are encouraged during the 14-day comment period that will begin on November 20, 2014. Residents, business owners and other interested individuals are encouraged to review the plans and to discuss with staff the proposed traffic signal improvements.

Based on a preliminary assessment, the construction cost will be approximately \$8 million funded at a 100% federal with no state or city match with construction expected to begin in late 2015.

Plans may be reviewed in the Engineering Department, City Hall - 45 Lyon Terrace, Bridgeport, CT between the hours of 9:00 a.m. and 4:30 p.m. Monday through Friday.

Written questions and comments regarding this project should be directed to:

Jon Urquidí, P.E., City Engineer
City Hall - 45 Lyon Terrace
Bridgeport, CT 06604-4023

AVISO DE LA OPINIÓN PÚBLICA

Para Proyecto del Estado 15-360
Proyecto de Ayuda Federal 1015 (126)
Main Street Tráfico Mejoras de Señal

La ciudad de Bridgeport está invitando al público a comentar sobre los planes para la sustitución de 20 señales de tráfico existentes en Main Street de Old Town Road a South Frontage Road, y 1 instalación nueva en la intersección de Main Street y Thorne Street. Se anima a la revisión pública y comentarios durante el período de comentarios de 14 días que comenzará el 20 de Noviembre de 2014.

Se anima a los residentes, propietarios de negocios y otros individuos interesados para revisar los planes y discutir con el personal de las mejoras de la señal de tráfico propuestas. Sobre la base de una evaluación preliminar, el costo de construcción será de aproximadamente \$ 8 millones financiados en un 100% federal con ningún estado o ciudad partido con la construcción se espera que comience a finales de 2015.

Los planes pueden ser revisados en el Departamento de Ingeniería, el Ayuntamiento - 45 Lyon Terrace, Bridgeport, CT entre las horas de 9:00 am y 4:30 pm: de lunes a viernes.

Prequisitos y comentarios sobre este proyecto por escrito deben ser dirigidas a:

Jon Urquidí, P.E., City Engineer:
City Hall - 45 Lyon Terrace
Bridgeport, CT 06604-4023

LEGAL NOTICE

The Public Utilities Regulatory Authority will conduct an administrative proceeding, pursuant to §16-262w(g) of the General Statutes of Connecticut, at its offices, Ten Franklin Square, New Britain, Connecticut, on Tuesday, November 24, 2014, at 1:00 p.m., concerning Docket No.12 07-07W103, Application of Hazardville Water Company for Water Infrastructure and Conservation Adjustment - Semi-Annual Filing Report. For information and the complete Notice of Administrative Proceeding filed with the Secretary of State's Office, contact:

Public Utilities Regulatory Authority,

1000 MAIN STREET, AVON, CONNECTICUT 06001

CIUDAD DE BRIDGEPORT

DEPARTAMENTO DE INSTALACIONES PÚBLICAS
NOTIFICACIÓN DE ASAMBLEA PROYECTO DE ESTADO 9015-4194
REHABILITACIÓN DEL CAPITOL AVENUE
PUENTE SOBRE EL ROOSTER RIVER

La Ciudad conducirá una información pública de reuniones para 9015-4194 Proyecto Estado de la rehabilitación del puente que lleva Capitol Ave. sobre Rooster River el 3 de Diciembre de 2014 a las 6:30 pm en Wheeler Salas A y B en el Ayuntamiento, 45 Lyon Terrace Bridgeport, Connecticut.

El Capitol Avenue Bridge existente (Puente No. 04194) sobre el Rooster River en Bridgeport, Connecticut, fue construido en 1907 y rehabilitado en 1984. El puente se encuentra 0,1 millas al este de la ruta 59, justo al este de la intersección entre la avenida Laurel y Capitol Avenue. Las mejoras propuestas incluyen la sustitución de la superestructura del puente, la reconstrucción de 3, de 4 de las paredes de ala existentes y reparar el pilar existente. Dos carriles de tráfico (un carril en cada dirección) se mantendrán a lo largo de Capitol Ave. Se requerirá un desvío corto plazo durante la erocion superestructura. Diseño preliminar se ha completado y el proyecto está programado para la construcción bajo el Estado de Programa Puente local de Connecticut administrado por el Departamento de Transporte de Connecticut. El proyecto tiene un costo de construcción estimado de \$ 920,000. El Estado de Connecticut proporcionará aproximadamente el 35% del costo de construcción, mientras que la ciudad de Bridgeport proporcionará el resto.

El calendario provisional para el diseño y construcción de este proyecto será discutido en la reunión de información pública.

Declaraciones y exposiciones en lugar de por escrito, o además de, las declaraciones orales hechas en la reunión podrán presentarse ya sea en la reunión pública de información o entregados al Sr. Jon Urquidí, Ingeniero de la Ciudad de Bridgeport Departamento de Ingeniería, el Ayuntamiento, 45 Lyon Terrace, CT 06604-4023, antes del 17 de Diciembre de 2014. Dichas declaraciones o exposiciones por escrito debe ser reproducible en blanco y negro, y en el papel que no exceda de 8 1/2 "x 11" de tamaño. Estas declaraciones escritas o será realizado exposiciones parte del expediente del proyecto y se considera de la misma manera como las declaraciones orales.

Cualquier persona interesada en obtener más información, revisar los planes de diseño preliminares o la contribución puede hacerlo poniéndose en contacto con Jon Urquidí, Ingeniero de la Ciudad al 203-576-7211 o por email a jon.urquidi@bridgeportct.gov

Sordos y personas con discapacidad auditiva que desean asistir a esta reunión informativa y que requiere un intérprete puede hacer arreglos poniéndose en contacto con la División de Ingeniería de la Ciudad de Bridgeport al 203-576-7211 al menos cinco días hábiles antes de la reunión.

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY
999 Broad Street
Bridgeport, CT 06604-4328

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
Arthur C. Laske, III

ASSOCIATE CITY ATTORNEYS
Gregory M. Conte
Betsy A. Edwards
Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg



ASSISTANT CITY ATTORNEYS
Salvatore C. DePiano
Edmund F. Schmidt
Eroll V. Skyers

Telephone (203) 576-7647
Facsimile (203) 576-8252

Comm. #25-14 ACCEPTED AND MADE PART OF THE RECORD

January 9, 2015

On 1/20/2015

The Honorable City Council
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Re: **SETTLEMENT OF CLAIM
ELIJAH PENDERGRASS v. DAVE RIVERA AND CITY OF BRIDGEPORT**

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$17,122.05 payable to Amendola & Nesi, Trustees for Elijah Pendergrass. The action was claiming personal injuries to Mr. Pendergrass when, on May 3, 2010 he collided with a City of Bridgeport Police Cruiser. He alleges the Bridgeport police officers failed to stop at a red light.

Pursuant to the City Council's Ordinance Section 2.10.130, this office hereby provides notice of its intent to settle this matter in accordance with the terms set forth in said Section 2.10.130.

If you wish to discuss the details of this case or have any questions, please feel free to contact me. If I am not immediately available, please speak with my secretary, Carolyn Harris, who will then follow-up with me. Further, if I do not hear from you within the twenty (20) day time period provided by the Ordinance, I will proceed to finalize settlement of this matter.

Very truly yours,

Mark T. Anastasi
City Attorney

MTA/mal



CITY OF BRIDGEPORT, CONNECTICUT
MARGARET E. MORTON GOVERNMENT CENTER

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913



BILL FINCH
Mayor

MEMORANDUM

TO: Fleeta Hudson – City Clerk

FROM: Mayor Bill Finch

DATE: January 9, 2015

RE: Boards & Commissions

Please place the following name on the January 20, 2015 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the Park Commission:

Lillian Wade (D)
240 Adams Street
Bridgeport, CT 06607

This will replace the seat most recently held by the late Earl King. The term will expire on December 31, 2016.

BF/lac

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BILL FINCH
Mayor



City of Bridgeport, Connecticut
CENTRAL GRANTS OFFICE

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 332-5662
Fax (203) 332-5657

ANDREW J. NUNN
Chief Administrative Officer

CHRISTINA B. SMITH
Director
Central Grants

COMM. #27-14 Referred to ECD&E Committee on
01/20/2015

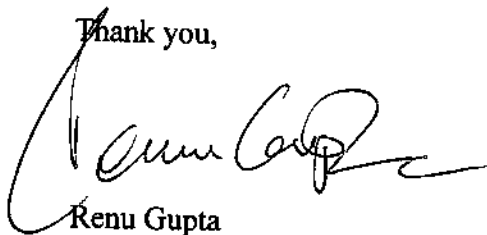
January 9, 2015

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

Re: A Resolution by the Bridgeport City Council Regarding the Brownfield Cleanup grant for
141 Stratford Avenue for referral to the ECDE committee

If you have any questions or require any additional information please contact me at 203-576-
7732 or renu.gupta@bridgeportct.gov.

Thank you,


Renu Gupta

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ATTEST
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Central Grants Office
 City of Bridgeport
 999 Broad Street
 Bridgeport, CT 06604

Grant Information Sheet

Contact Information

Project Manager	Frank Croke	Phone	203-330-4542
Grant Writer	Renu Gupta	Phone	203-576-7732

Grant Program (Full Title)	2015- EPA Brownfield Cleanup Grant- 141 Stratford Avenue		
Funding Entity	US Environmental Protection Agency		
Program Start Date		Program End Date	3 yrs from award date

Overseeing Department	OPED		
Purpose/Scope of Grant Project	<p>Purpose [Why?]: Provides funds for cleaning up a specific Brownfield site.</p> <p>Scope/Description (What): The City of Bridgeport Office of Planning and Economic Development is applying to the United States Environmental Protection Agency (EPA) for a FY 2015 Brownfield Cleanup Grant. The City is requesting \$200,000 for the Cleanup of 141 Stratford Avenue in order to put the property back in productive use.</p> <p>Location(s)/Address (es) [Where?]: 141 Stratford Avenue</p>		
Project/Service Carried Out By	<input type="checkbox"/> City of Bridgeport <input type="checkbox"/> External Organization(s):		
Project/Service Council District(s) – Approx.	<input type="checkbox"/> N/A or No Specific Limits <input type="checkbox"/> Citywide <input type="checkbox"/> 130th <input type="checkbox"/> 131th	<input type="checkbox"/> 132th <input type="checkbox"/> 133th <input type="checkbox"/> 134th <input type="checkbox"/> 135th	<input type="checkbox"/> 136th <input type="checkbox"/> 137th <input type="checkbox"/> 138th <input type="checkbox"/> 139th
Rationale for Project Location(s)			

Award Type	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Technical Assistance <input type="checkbox"/> Recognition Only		
Amount	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Requested: \$200,000 <input type="checkbox"/> Awarded: \$		
Match Amount	<input type="checkbox"/> N/A <input type="checkbox"/> \$ 40,000 <input type="checkbox"/> In-Kind: \$		
Match Source(s) (Account Line/Project/Staff/Entity)	<input type="checkbox"/> N/A OPED will work with the developer who is responsible for providing the required match (\$40,000).		

Background Information

A Resolution by the Bridgeport City Council

Regarding the

2015 US EPA Brownfield Cleanup Grant Program- 141 Stratford Avenue (#15374)

WHEREAS, the United States Environmental Protection Agency (EPA) is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding will be made through a Cooperative Agreement between the US EPA and the City of Bridgeport; and,

WHEREAS, funds under this grant will be used for cleanup of 141 Stratford Avenue; and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport Central Grants Office and the Office of Planning and Economic Development submits an application to the United States Environmental Protection Agency (EPA) for a FY 2015 Brownfield Cleanup Grant in an amount not to exceed \$200,000 for the purpose of environmental remediation at 141 Stratford Avenue; and

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the United States Environmental Protection Agency (EPA) for financial assistance for environmental remediation at 141 Stratford Avenue.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, David Kooris, to execute and file such application with the United States Environmental Protection Agency (EPA) for the FY 2015 Brownfield Cleanup Grant and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



BILL FINCH
Mayor



City of Bridgeport, Connecticut
CENTRAL GRANTS OFFICE

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 332-5662
Fax (203) 332-5657

ANDREW J. NUNN
Chief Administrative Officer

CHRISTINA B. SMITH
Director
Central Grants

COMM. #28-14 Referred to ECD&E Committee
on 1/20/2015

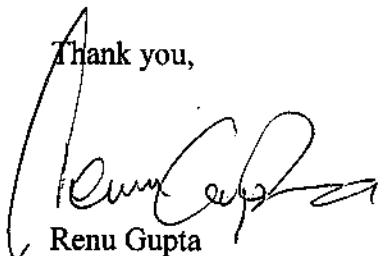
January 9, 2015

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

Re: A Resolution by the Bridgeport City Council Regarding the Brownfield Cleanup grant for
173 Stratford Avenue for referral to the ECDE committee

If you have any questions or require any additional information please contact me at 203-576-
7732 or renu.gupta@bridgeportct.gov.

Thank you,


Renu Gupta

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ATTACHED
CITY CLERK



Central Grants Office
 City of Bridgeport
 999 Broad Street
 Bridgeport, CT 06604

Grant Information Sheet

Contact Information

Project Manager	Frank Croke	Phone	203-330-4542
Grant Writer	Renu Gupta	Phone	203-576-7732

Grant Program (Full Title)	2015- EPA Brownfield Cleanup Grant- 173 Stratford Avenue		
Funding Entity	US Environmental Protection Agency		
Program Start Date		Program End Date	3 yrs from award date

Overseeing Department	OPED		
Purpose/Scope of Grant Project	<p>Purpose [Why?]: Provides funds for cleaning up a specific Brownfield site.</p> <p>Scope/Description (What): The City of Bridgeport Office of Planning and Economic Development is applying to the United States Environmental Protection Agency (EPA) for a FY 2015 Brownfield Cleanup Grant. The City is requesting \$200,000 for the Cleanup of 173 Stratford Avenue in order to put the property back in productive use.</p> <p>Location(s)/Address (es) [Where?]: 173 Stratford Avenue</p>		
Project/Service Carried Out By	<input type="checkbox"/> City of Bridgeport <input type="checkbox"/> External Organization(s):		
Project/Service Council District(s) – Approx.	<input type="checkbox"/> N/A or No Specific Limits <input type="checkbox"/> Citywide <input type="checkbox"/> 130th <input type="checkbox"/> 131th	<input type="checkbox"/> 132th <input type="checkbox"/> 133th <input type="checkbox"/> 134th <input type="checkbox"/> 135th	<input type="checkbox"/> 136th <input type="checkbox"/> 137th <input type="checkbox"/> 138th <input type="checkbox"/> 139th
Rationale for Project Location(s)			

Award Type	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Technical Assistance <input type="checkbox"/> Recognition Only
Amount	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Requested: \$200,000 <input type="checkbox"/> Awarded: \$
Match Amount	<input type="checkbox"/> N/A <input type="checkbox"/> \$ 40,000 <input type="checkbox"/> In-Kind: \$
Match Source(s) (Account Line/Project/Staff/Entity)	<input type="checkbox"/> N/A OPED will work with the developer who is responsible for providing the required match (\$40,000).

Background Information

A Resolution by the Bridgeport City Council

Regarding the

2015 US EPA Brownfield Cleanup Grant Program- 173 Stratford Avenue (#15407)

WHEREAS, the United States Environmental Protection Agency (EPA) is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding will be made through a Cooperative Agreement between the US EPA and the City of Bridgeport; and,

WHEREAS, funds under this grant will be used for cleanup of 173 Stratford Avenue; and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport Central Grants Office and the Office of Planning and Economic Development submits an application to the United States Environmental Protection Agency (EPA) for a FY 2015 Brownfield Cleanup Grant in an amount not to exceed \$200,000 for the purpose of environmental remediation at 173 Stratford Avenue; and

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the United States Environmental Protection Agency (EPA) for financial assistance for environmental remediation at 173 Stratford Avenue.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, David Kooris, to execute and file such application with the United States Environmental Protection Agency (EPA) for the FY 2015 Brownfield Cleanup Grant and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



BILL FINCH
Mayor



City of Bridgeport, Connecticut
CENTRAL GRANTS OFFICE

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 332-5662
Fax (203) 332-5657

ANDREW J. NUNN
Chief Administrative Officer

CHRISTINA B. SMITH
Director
Central Grants

COMM. #29-14 Referred to ECD&E Committee
on 1/20/2015

January 12, 2014

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

Re: Resolution – State of Connecticut Department of Energy and Environmental
Protection -Wayne Street Park Improvements

Project (#4P764) F.O.
1/14/2015

Attached, please find a Grant Summary and Resolution for the State of Connecticut Department of
Energy and Environmental Protection -Wayne Street Park Improvements to be referred to the
Economic and Community Development and Environment Subcommittee of the City Council.

Grant: City of Bridgeport application to the State of Connecticut Department of Energy and
Environmental Protection -Wayne Street Park Improvements

If you have any questions or require any additional information please contact me at 203-576-7134 or
isolina.dejesus@bridgeportct.gov.

Thank you,

Isolina DeJesus
Central Grants Office

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GRANT SUMMARY

PROJECT TITLE: State of Connecticut Department of Energy and Environmental Protection -
Wayne Street Park Improvements

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Isolina DeJesus

PHONE NUMBER: (203) 576-7134

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport Parks Department is seeking funding for the development of Wayne Street Park which has been identified in the North End as a viable area to introduce much needed open space. Park program components include gardens, a playground, family picnic areas and other amenities.

CONTRACT PERIOD: To be determined

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):

Federal:

State: \$530,000 (Construction)

City:

Other:

FUNDS REQUESTED

Salaries/Benefits:

Supplies:

A Resolution by the Bridgeport City Council

Regarding the

**State of Connecticut Department of Energy and Environmental Protection
Wayne Street Park Improvements**

WHEREAS, the **State of Connecticut Department of Energy and Environmental Protection** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Wayne Street Improvements Grant**; and

WHEREAS, funds under this grant are provided to carry out the **Wayne Street Park Project**; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, **Parks Department**, submits an application to the **State of Connecticut Department of Energy and Environmental Protection** to undertake the **Wayne Street Park project**.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Department of Energy and Environmental Protection** for the purpose of the **Wayne Street Park Improvements Project** and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, to execute and file such application with the **State of Connecticut Department of Energy and Environmental Protection Wayne Street Park Improvements** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



CITY OF BRIDGEPORT
OFFICE OF POLICY & MANAGEMENT

999 Broad Street • Bridgeport, Connecticut 06604 • Telephone (203) 576-7963 • Fax 332-5589

COMM. #30-14 Ref'd to Budget & Appropriations Committee on
01/20/2015.

THOMAS R. SHERWOOD
Director



January 14, 2015

Ms. Susan Brannelly, Mr. Michael Marella, Co-Chairpersons
Budget and Appropriations Committee
Members of the Bridgeport City Council:

Attached, please find a request to initiate a budget modification and a budget transfer to the Fiscal Year 2014-15 General Fund Budget. The budget modification is necessary in order to comply with the Education Minimum Budget Requirement (MBR). Compliance is warranted in that after the City concluded its budget process, the state then finalized its process. Based upon the final results of these processes, it is necessary to appropriate an additional amount to the BOE's appropriation. Additionally, based on assessing workloads in many departments, it is necessary to modify staffing in key areas. This is mainly due to the increase in volume for our regulatory agencies, those primarily whose functions are related to building and inspecting. Attached is the formal document for the modification and transfer requests. OPM recognizes the need for this modification.

Sincerely,

Thomas R. Sherwood
Director OPM

cc: Mayor Bill Finch
Andrew Nunn, CAO
Adam Wood, Chief of Staff
Fran Rabinowitz, Superintendent
Marlene Siegel, BOE Chief Financial Officer
Anne Kelly-Lenz, Finance Director

Attachment

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CITY OF BRIDGEPORT OFFICE
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CITY CLERK

CITY OF BRIDGEPORT
Office of Policy & Management
JUSTIFICATION DOCUMENT
BUDGET MODIFICATION / TRANSFER #1

BE IT RESOLVED:

That the City Council of the City of Bridgeport finds that the unencumbered balance of the "transferred from" appropriation(s) listed below equals or exceeds the estimated expenditures of the City required for such purpose during the remainder of the current fiscal year. The Council finding that the remaining amount after transfer is sufficient for all expenditures of the City for the purpose thereof during the budget year is justified by the following determination of facts and actions taken:

To be in compliance with State MBR requirement and move Council adopted education increased funds to the BOE's direct appropriation. Additional transfers to various departments to budgetarily reassign and/or Create new positions based on workload analysis. Mainly regulatory functions

Account Number	Account	Current Budget	Amount of Modification	Budget as Modified
EDUCATION				
01863000 44520	FROM	(\$164,195,344)	(\$700,000)	(\$164,895,344)
01801000 51000	TO	\$10,105,609	\$700,000	\$10,805,609
CITY DEPARTMENTS				
01075000 51000	FROM	\$859,068	(\$63,211)	\$795,857
01251000 52917	FROM	\$5,516,568	(\$107,483)	\$5,409,085
01555000 51000	FROM	\$593,221	(\$36,156)	\$557,065
01015000 51000	TO	\$394,463	\$63,211	\$457,674
01385000 51000	TO	\$340,229	\$22,504	\$362,733
01455000 51000	TO	\$954,148	\$26,052	\$980,200
01550000 51000	TO	\$186,573	\$49,411	\$235,984
01555000 51000	TO	\$557,065	\$19,803	\$576,868
01585000 51000	TO	\$143,380	\$25,869	\$169,249
Total		(\$144,545,020)		(\$144,545,020)

A. BE IT FURTHER RESOLVED:

That the City Council finds that such transfer of funds will not reduce city revenues or revenue estimates for the current or future fiscal year.

COMMENTS:

Chairman Budget / Appropriations Committee:

Date of action:

***05-14 Consent Calendar**

Request that a Streetlight be installed on Pole# 4335
at 39 Belmont Avenue.

**Report
of
Committee
on**



Public Safety and Transportation

Submitted: January 20, 2015

Adopted: _____

Attest: _____

Fleeta S. Hudson

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

The Committee on **Public Safety and Transportation** begs leave to report; and recommends for adoption the following resolution:

***05-14 Consent Calendar**

Whereas, the residents of Belmont Avenue have brought their concerns for public safety and quality of life issues to the attention of their City Council Members; and

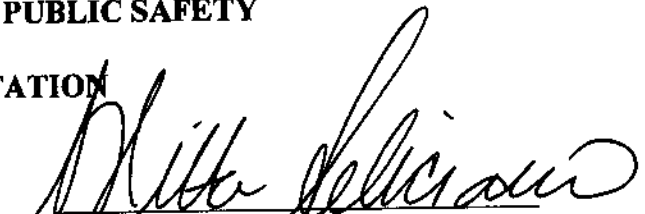
Whereas, there is no city street lighting on 39 Belmont Avenue and considered unsafe for pedestrians at night; and

Whereas, City Ordinance Chapter 12.60 STREETLIGHT INSTALLATIONS details the process for City Council Members to follow for requesting the installation of a streetlight has been compiled with (Documentation attached); Now, therefore be it


Resolved, that a streetlight be installed on the utility pole 4335 at 39 Belmont Avenue.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON PUBLIC SAFETY
AND
TRANSPORTATION**


Michelle A. Lyons, Co-Chair


Milta I. Feliciano, Co-Chair

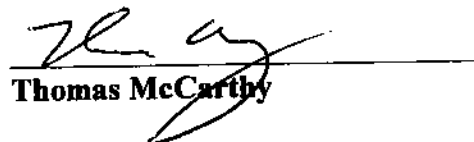
Jack O. Banta


Richard D. Salter, Sr.


Alfredo Castillo


Eneida L. Martinez

Richard M. Paoletto, Jr.


Thomas McCarthy



BILL FINCH
Mayor

OFFICE OF THE
DEPARTMENT OF PUBLIC FACILITIES

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7130

JORGE J. GARCIA
Director Public Facilities

November 25, 2014

Fleeta Hudson
City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

RE: Streetlight request at 39 Belmont Avenue

Dear Ms. Hudson,

On behalf of Public Facilities Director Jorge Garcia and in accordance with the Streetlight Installation Ordinance 12.60, I am submitting the above request of council member Susan Brannely. Also attached as required are the correspondences from:

United Illuminating
Utilities Manager
Engineering Office
Tree Warden

Please feel welcomed to contact me at extension 7851 should you have any questions.

Respectfully,

John F. Cottell Jr.
Dep. Dir. Public Facilities / Utilities Manger

CC: Jorge Garcia - Director Public Facilities
Council member - Susan Brannely
Mark Anastasi- City Attorney

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BILL FINCH
Mayor

CITY OF BRIDGEPORT
ENGINEERING DEPARTMENT

CITY HALL - 45 Lyon Terrace
Bridgeport, Connecticut 06604-4023
Telephone (203)576-7211
Fax (203) 576-7154

JON URQUIDI
City Engineer

November 12, 2014

John Cottell
Utilities Director
Public Facilities
999 Broad Street
Bridgeport, Connecticut 06604

Re: **Engineering Review**
Street Light Request at 39 Belmont Avenue

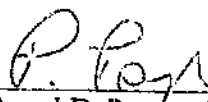
Dear Mr. Cottell:

We have received the above-referenced request to conduct an engineering evaluation as to whether or not to install a street light at the above location based on the ratio of accidents in the evening versus daytime hours.

Review of the police records indicates that there have been no reported traffic incidents in the close vicinity of the study location indicating that the proposed street light installation location is not within a high incident area. Based on this review, the street light installation is not warranted based on accident history.

Should you have any questions, please do not hesitate to contact the Engineering Department.

Very truly yours,


Pawel D. Papazachariu
Traffic Engineer

PDP/

cc: Jon Urquidi, Engineering
Sgt. Nancy O'Donnell



BILL FINCH
Mayor

OFFICE OF THE
DEPARTMENT OF PUBLIC FACILITIES
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7130

JORGE J. GAROLA
Director Public Facilities

August 25, 2014

Regarding: Street light request in front of 39 Belmont Ave

Dear Council Members,

In accordance with City Ordinance 12.60 for Streetlight installations, I am reporting that funding is currently available in the FY 15 budget line for Electrical Utility Services for the proposed light.

Should you have any questions please feel welcomed to contact me directly at 203-576-7851.

Respectfully,

A handwritten signature in cursive script that reads "John F. Cottell Jr.".

John F. Cottell Jr.
Dep. Dir. Public Facilities / Utilities Manager
Public Facilities Department.

Cottell, John

From: Domizio, Ray
Sent: Monday, August 25, 2014 9:08 AM
To: Michael A. Miranda; Cottell, John; Urquidi, Jon
Cc: Brannelly, Susan; Michael Stein; Garcia, Jorge
Subject: RE: Requesting Light be installed on Pole 4335 at 39 Belmont Avenue

These are the same

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning,
There are no trees in this area that would affect a street light.
Thanks, Ray

From: Michael A. Miranda [<mailto:Michael.Miranda@uinet.com>]
Sent: Friday, August 22, 2014 12:44 PM
To: Cottell, John; Urquidi, Jon; Domizio, Ray
Cc: Brannelly, Susan; Michael Stein; Garcia, Jorge
Subject: Re: Requesting Light be installed on Pole 4335 at 39 Belmont Avenue

U I

John,
My recommendation is for (1) 50w HPS Cobra. The adjoining poles have the same type of fixture. This unit's total annual cost is \$106.63, which includes installation, maintenance, and electricity to operate the unit.

Best regards,

Michael Miranda
Commercial Sales Representative
203.499.2817 Fax: 203-499-3361
(Sent from my cell phone.)

* * * Ask me about natural gas. * * *

From: Cottell, John <John.Cottell@Bridgeportct.gov>
Sent: Friday, August 22, 2014 11:55:48 AM
To: Urquidi, Jon; Domizio, Ray; Michael A. Miranda
Cc: Brannelly, Susan; Michael Stein; jorge garcia
Subject: FW: Requesting Light be installed on Pole 4335 at 39 Belmont Avenue

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Jon, Ray, and Mike,

Please see the below streetlight request from Councilman Brannelly along with the attached copy of the ordinance.
Please perform your checks and forward me your reports when done.
Thank you all for your assistance.
John Cottell

From: Brannelly, Susan
Sent: Friday, August 22, 2014 11:44 AM
To: Cottell, John
Subject: Re: Requesting Light be installed on Pole Belmont Avenue

Councilman Request

Hi John,

Thank you for your help with this request.

I am requesting a light be installed on pole #4335 at 39 Belmont Avenue, Bridgeport. The sidewalk is very dark at the point at night and considered unsafe for pedestrians.

Let me know if you need any further information.

Regards,
Sue

Susan T. Brannelly
Bridgeport City Councilman
130th District
203 335-1112

Disclaimer This e-mail, and any attached file(s), is intended solely for the use of the individual or entity to whom this e-mail is addressed and may contain information that is privileged, confidential or exempt from disclosure. If you are not one of the named recipient(s) or otherwise have reason to believe that you have received this message in error, please notify the sender and delete this message immediately from any computer. Any other use, retention, dissemination, retransmission, printing or copying of this e-mail or its contents (including any attached files) is strictly prohibited.

Ortiz, Frances

From: Cottell, John
Sent: Tuesday, November 25, 2014 2:28 PM
To: Hudson, Fleeta; Ortiz, Frances
Cc: Garcia, Jorge; Anastasi, Mark T; Brannelly, Susan
Subject: FW: Street Light Request- 39 Belmont Ave
Attachments: 1369_001.pdf

Please see the attached request to be placed on the council agenda for committee referral.
Thank you
John

From: PFAcopier@Bridgeportct.gov [<mailto:PFAcopier@Bridgeportct.gov>]
Sent: Tuesday, November 25, 2014 2:29 PM
To: Cottell, John
Subject: Street Light Request- 39 Belmont Ave

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***09-14 Consent Calendar**

Grant Submission: re State of Connecticut of Transportation Local Transportation Capital Improvement Program (LOTICIP) (#4T001) for the construction of a pedestrian bridge over the Ash Creek estuary.

**Report
of
Committee
on**



Public Safety and Transportation

Submitted: January 20, 2015

Adopted: _____

Attest: _____

Fleeta C. Hudson

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

The Committee on **Public Safety and Transportation** begs leave to report; and recommends for adoption the following resolution:

***09-14 Consent Calendar**

A Resolution by the Bridgeport City Council Regarding the State of Connecticut Department of Transportation Local Transportation Capital Improvement Program (LOTICIP)

WHEREAS, the State of Connecticut Department of Transportation is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the Local Transportation Capital Improvement Program (LOTICIP); and

WHEREAS, funds under this grant are provided to carry out the Ash Creek Pedestrian Bridge project; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Office of Planning and Economic Development, submits an application to the State of Connecticut Department of Transportation to undertake the Ash Creek Pedestrian Bridge project.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Department of Transportation** for the purpose of the **Local Transportation Capital Improvement Program (LOTICIP)**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of the Office of Planning and Economic Development**, to execute and file such application with the **State of Connecticut Department of Transportation Local Transportation Capital Improvement Program (LOTICIP)** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

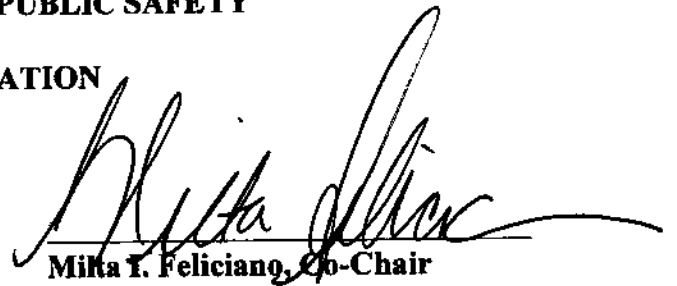


Report of Committee on Public Safety and Transportation
*09-14 Consent Calendar

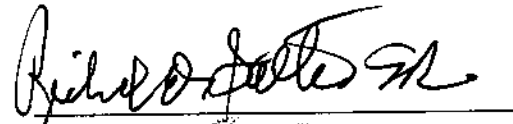
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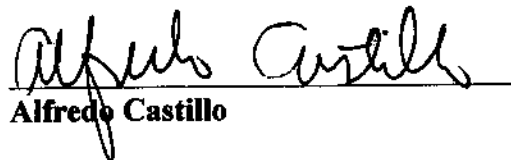
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON PUBLIC SAFETY
AND
TRANSPORTATION


Michelle A. Lyons, Co-Chair


Milta I. Feliciano, Co-Chair

Jack O. Banta


Richard D. Salter, Sr.


Alfredo Castillo


Eneida L. Martinez

Richard M. Paoletto, Jr.


Thomas McCarthy

City Council Date: January 20, 2015

***14-14 Consent Calendar**

Pharmacy Benefit Management Agreement with Express Scripts Insurance Company, Inc. for the Period of January 1, 2014 through December 31, 2016.

**Report
of
Committee
on
Contracts**



Submitted: January 20, 2015

Adopted: _____

Fleeta C Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

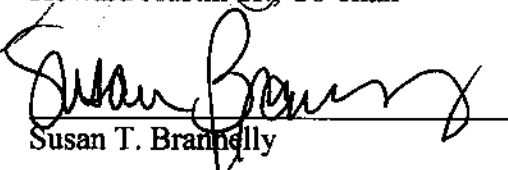
***14-14 Consent Calendar**

RESOLVED, That the attached Agreement with Express Scripts Insurance Company, Inc. for a Pharmacy Benefit Management Agreement for the period of January 1, 2014 through December 31, 2016 be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**


Howard Austin Sr., Co-chair

Richard DeJesus, Co-chair


Susan T. Brannelly

James Holloway


Richard D. Salter, Sr.


Alfredo Castillo

Richard Paoletto


Thomas C. McCarthy, President
(Sat in to make quorum)

**EXPRESS SCRIPTS, INC.
PHARMACY BENEFIT MANAGEMENT AGREEMENT**

THIS PHARMACY BENEFIT MANAGEMENT AGREEMENT ("Agreement") will be effective as of the date set forth in Section 6.1 and is entered into by and between EXPRESS SCRIPTS, INC., a Delaware corporation ("ESI"), and CITY OF BRIDGEPORT, organized under the laws of the state of Connecticut ("Sponsor").

RECITALS

A. The Connecticut Public Sector Coalition (the "Coalition") issued a Request for Proposal for the provision of prescription drug benefit services for Coalition Members to be provided under separate agreements to be executed between ESI and each Coalition Member.

B. ESI, either directly or through its subsidiaries, engages in pharmacy benefit management services, including, among other things, pharmacy network contracting; pharmacy claims processing; mail and specialty drug pharmacy; cost containment, clinical, safety, adherence, and other like programs; and formulary and rebate administration ("PBM Services").

C. Coalition desires to retain the services of ESI on behalf of Coalition Members.

D. Sponsor provides or arranges for the provision of health benefits, including a prescription drug benefit.

E. ESI and Sponsor desire that ESI be the exclusive provider of PBM Services for Sponsor's Plan (as defined below) under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

TERMS OF AGREEMENT

ARTICLE I - DEFINITIONS

"Ancillary Supplies, Equipment, and Services" or "ASES" means ancillary supplies, equipment, and services provided or coordinated by ESI Specialty Pharmacy in connection with ESI Specialty Pharmacy's dispensing of Specialty Products. ASES may include all or some of the following: telephonic and/or in-person training, nursing/clinical services, in-home infusion and related support, patient monitoring, medication pumps, tubing, syringes, gauze pads, sharps containers, lancets, test strips, other supplies, and durable medical equipment. The aforementioned list is illustrative only (not exhaustive) and may include other supplies, equipment, and services based on the patient's needs, prescriber instructions, payer requirements, and/or the Specialty Product manufacturer's requirements.

"Average Wholesale Price" or "AWP" means the average wholesale price of a prescription drug as identified by drug pricing services such as Medi-Span or other source recognized in the retail prescription drug industry selected by ESI (the "Pricing Source"). The applicable AWP shall be the originally submitted 11-digit NDC for the product on the date dispensed, and for prescriptions filled in Participating Pharmacies, Mail Service Pharmacy, and ESI Specialty Pharmacy will be the AWP for the package size of the original container from which the prescription drug was dispensed. Re-packaging and re-labeling NDC's are allowed as long as the AWP of original NDC is retained and adjudicated for pricing and discount purposes. If the Pricing Source discontinues the reporting of AWP or materially changes the manner in which AWP is calculated, then ESI will make an equitable adjustment as necessary to maintain the parties' relative economics and the pricing intent of this Agreement. Under no circumstances will ESI simultaneously use more than one pricing source to determine AWP. If the applicable pricing source changes the methodology for calculating AWP or ceases publishing or replaces AWP, or ESI utilizes another recognized pricing source or pricing benchmark other than AWP, in a way that changes the economics of the Program, the parties agree to modify the Program Pricing Terms to preserve the parties' relative economics before such changed methodology or other event. "Brand/Generic Algorithm" or "BGA" means ESI's standard and proprietary brand/generic algorithm

adopted by Sponsor, subject to Sponsor's discretion to elect not to implement any such addition or deletion through the Set-Up Form process, which such election shall be considered a Sponsor change to the Formulary.

"Generic Drug" means a prescription drug, whether identified by its chemical, proprietary, or non-proprietary name, that is therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient(s) and approved by the FDA, and which is identified as such in ESI's master drug file using indicators from First Databank (or other source nationally recognized in the prescription drug industry used by ESI for all clients) on the basis of a standard Brand/Generic Algorithm utilized by ESI for all of its clients, a copy of which may be made available for review by Sponsor or its Auditor upon request. All Generic Drugs, whether such Generic Drug is a single source generic or multisource generic product, will be included in the Generic Ingredient Cost Guarantee as set forth in Exhibit A-1 unless otherwise expressly identified as part of the claims excluded.

"MAC List" means a list of off-patent prescription drugs or supplies subject to maximum reimbursement payment schedules developed or selected by ESI.

"Mail Service Pharmacy" means a pharmacy wholly-owned or operated by ESI or one or more of its affiliates, other than an ESI Specialty Pharmacy, where prescriptions are filled and delivered to Members via mail delivery service.

"Manufacturer Administrative Fees" means those administrative fees paid by manufacturers to ESI pursuant to a contract between ESI and the manufacturer in connection with ESI's administering, invoicing, allocating and collecting the Rebates under the Rebate program.

"Maximum Reimbursement Amount" or "MRA" means the maximum unit ingredient cost payable by Sponsor for a drug on the MAC List based on maximum reimbursement payment schedule(s) developed or selected by ESI. The application of MRA pricing may be subject to certain "dispensed as written" (DAW) protocols and Sponsor defined plan design and coverage policies.

"Member" means each person who Sponsor determines is eligible to receive prescription drug benefits as indicated in the Eligibility Files.

"Member Submitted Claim" means a paper claim submitted by a Member for Covered Drugs dispensed by a pharmacy for which the Member paid cash.

"Participating Pharmacy" means any licensed retail pharmacy with which ESI or one or more of its affiliates has executed an agreement to provide Covered Drugs to Members, but shall not include any mail order or specialty pharmacy affiliated with any such Participating Pharmacy. Participating Pharmacies are independent contractors of ESI.

"PMPM" means per member per month fee, if applicable, as determined by ESI from the Eligibility Files.

"Plan" means the self-funded prescription drug benefit plan(s) administered and/or sponsored by Sponsor.

"Prescription Drug Claim" means a Member Submitted Claim, Subrogation Claim or claim for payment submitted to ESI by a Participating Pharmacy, Mail Service Pharmacy, or ESI Specialty Pharmacy as a result of dispensing Covered Drugs to a Member.

"Rebates" mean retrospective formulary rebates that are paid to ESI pursuant to the terms of a formulary rebate contract negotiated independently by ESI with a pharmaceutical manufacturer and directly attributable to the utilization of certain Covered Drugs by Members. Rebates do not include Manufacturer Administrative Fees; product discounts or fees related to the procurement of prescription drug inventories by ESI Specialty Pharmacy or the Mail Service Pharmacy; fees received by ESI from pharmaceutical manufacturers for care management or other services provided in connection with the dispensing of products; or other fee-for-service arrangements whereby pharmaceutical manufacturers generally report the fees paid to ESI or its affiliates for services rendered as "bona fide service fees"

charged to Sponsor for Prescription Drug Claims processed through such pharmacy (assuming ESI agrees to contract with such pharmacy) will be the net ingredient cost plus the dispensing fee paid by ESI to such Participating Pharmacy (plus applicable sales or excise tax or other governmental surcharge, if any). All such Prescription Drug Claims will be excluded from the pricing guarantees set forth in Exhibit A.

(i) ESI will require each Participating Pharmacy to meet ESI's network participation requirements, including but not limited to licensure, insurance and provider agreement requirements. ESI also performs audits (i.e., electronic or on-site) of Participating Pharmacies to determine compliance with their provider agreement billing requirements. ESI will attempt recovery of identified overpayments through offset, demand or other reasonable means; provided that ESI will not be required to institute litigation. Recovered overpayments are credited to Sponsor. To compensate ESI for the cost of conducting audits and audit-related services, ESI charges a standard fee in the amount set forth in Exhibit A upon recovery of overpayments. Copies of participation requirements and auditing processes are available upon request. All Participating Pharmacies will be subject to audit by ESI. At a minimum, ESI performs annual on-site audits of 3% of standard national network pharmacies that process more than 250 claims.

(ii) ESI does not direct or exercise any control over the Participating Pharmacies or the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services at a Participating Pharmacy. ESI shall have no liability to Sponsor, any Member or any other person or entity for any act or omission of any Participating Pharmacy or its agents or employees. In the event of any contractual dispute between Participating Pharmacies and ESI that subsequently reduces the size of the retail network currently in place, ESI will provide Coalition with a geo-access analysis of alternate Participating Pharmacies for Sponsor.

(b) Mail Service Pharmacy. Members may have prescriptions filled through the Mail Service Pharmacy. Subject to applicable law, ESI may communicate with Members regarding benefit design, cost savings, availability and use of the Mail Service Pharmacy, as well as provide supporting services. ESI may suspend Mail Service Pharmacy services to a Member who is in default of any Copayment amount due ESI.

(c) Specialty Products and ASES. As elected by Sponsor on the Set-Up Forms, Members may have prescriptions filled through ESI Specialty Pharmacy on an exclusive basis (i.e., "ESI Specialty Pharmacy – Exclusive Care") or at Participating Pharmacies and through ESI Specialty Pharmacy (i.e., "ESI Specialty Pharmacy – Open Care"). Subject to applicable law, ESI and ESI Specialty Pharmacy may communicate with Members and physicians to advise Members filling Specialty Products at Participating Pharmacies of the availability of filling prescriptions through ESI Specialty Pharmacy. Specialty Products will be excluded from any price guarantees set forth in the Agreement. In no event will the Mail Service Pharmacy or Participating Pharmacy pricing specified in the Agreement apply to Specialty Products.

(i) ESI will notify Sponsor no more frequently than monthly of new Specialty Products that are introduced to the market on or after the Effective Date of this Agreement with their applicable reimbursement rates ("Notice"). The parties agree as follows:

(A) If Sponsor has expressly excluded a specific therapy class or product on a Set-Up Form, Specialty Products in such excluded classes will automatically be deemed excluded from coverage and will reject as "NDC Not Covered" through Participating Pharmacies, Mail Service Pharmacy and ESI Specialty Pharmacy; otherwise, subject to (B) below, all other Specialty Products will be implemented as Covered Drugs at the rate specified in the applicable Specialty Drug list or Notice. If Sponsor desires to cover otherwise excluded Specialty Products, Sponsor must notify ESI in writing that it desires to cover the Specialty Product before ESI will adjudicate as a Covered Drug, and if ESI receives such confirmation of coverage from Sponsor such Specialty Product will be loaded thereafter as a Covered Drug at the applicable reimbursement rate set forth in the Notice.

responsible to pay Subrogation Claims to the extent Sponsor is not timely paying ESI with respect to such Subrogation Claims.

(v) Sponsor or its third party designee (as applicable) will have the final responsibility for all decisions with respect to coverage of a Prescription Drug Claim and the benefits allowable under the Plan, including determining whether any rejected or disputed claim will be allowed.

(b) Prior Authorization. For the fees set forth in the Clinical Addendum described in Exhibit A-2 (if applicable), ESI will provide prior authorization ("PA") services as specified and directed by Sponsor for drugs designated on the Set-Up Form. Prior authorized drugs must meet Sponsor-approved guidelines ("Guidelines") before they are deemed to be Covered Drugs. Unless Sponsor otherwise directs, Sponsor hereby authorizes coverage for an otherwise excluded use in the event of co-morbidities, complications and other factors not otherwise expressly set forth in the Guidelines. In determining whether to authorize coverage of such drug under the PA Program, ESI will apply only the Guidelines and may rely entirely upon information about the Member and the diagnosis of the Member's condition provided to it from the prescriber. ESI will not undertake to determine medical necessity, make diagnoses or substitute ESI's judgment for the professional judgment and responsibility of the prescriber.

(c) Claims for Benefits. ESI will process initial "claims for benefits" for Member Submitted Claims and PA requests consistent with the ERISA claims rules set forth in 29 CFR Part 2560 (or applicable state law if a non-ERISA plan) ("Claims Rules"). Sponsor may elect to have ESI perform appeals services in connection with denied "claims for benefits" for the fees set forth in Exhibit A, or facilitate such services through Sponsor or a third party of Sponsor's choice. If Sponsor elects to conduct its own appeals or facilitate through a third party of Sponsor's choice, ESI will route Member appeals to Sponsor or other Sponsor designated entity. If Sponsor elects to have ESI perform appeals services, Sponsor agrees that ESI may perform such services through the UM Company. Through its contract with ESI, the UM Company has agreed to be, and will serve as, the named fiduciary for its performance of such appeals. ESI also agrees to accept fiduciary status solely with respect to its performance of any appeal.

(d) UM Company. In the event ESI performs appeals services, or facilitates the performance of appeals services through the UM Company, ESI or the UM Company, as applicable, will be responsible for conducting the appeal on behalf of Sponsor in accordance with the Claims Rules. ESI represents to Sponsor that UM Company has contractually agreed that: (A) UM Company will conduct appeals in accordance with the Claims Rules and Sponsor's plan, (B) Sponsor is a third party beneficiary of UM Company's agreement with ESI (a copy of which is available upon request) and the remedies set forth therein, and (C) UM Company will indemnify Sponsor for third party claims caused by the UM Company's negligence or willful misconduct in providing the appeal services.

(e) External Review Services.

ESI will not conduct any external review services (as defined in the Patient Protection and Affordable Care Act of 2010 and its implementing regulations ("PPACA")); provided, however, Sponsor may elect to have UM Company facilitate the provision of external review services through UM company contracted IROs (as such term is defined in PPACA), for the fees set forth on Exhibit A below (if applicable). Sponsor must execute a standard ESI "External Appeals Services" Set-Up Form, which may be requested through ESI Account Management, in order to receive such services from UM Company.

In the event that Sponsor elects to utilize UM Company to facilitate the provision of external review services through UM Company contracted IROs, UM Company will be responsible for facilitating all such appeals (and the IROs will be responsible for providing all such appeals) in accordance with PPACA and all other applicable federal and state laws, and Sponsor hereby acknowledges and agrees that:

(i) UM Company (with respect to facilitating the external reviews) and the IROs (with respect to performing the external reviews), and not ESI, will be providing external review services; UM Company is an independent contractor of ESI; the IROs are independent contractors of UM Company and not ESI; and ESI does not in any way control or direct either UM

be to verify regulatory compliance and/or compliance with the financial terms of this Agreement, on an annual basis consistent with the Audit Protocol set forth in Exhibit B. Sponsor may use an independent third party auditor ("Auditor"), so long as such Auditor is not engaged in providing services for Sponsor or otherwise that conflict with the scope or independent nature of the audit (as determined by ESI acting reasonably and in good faith), and provided that Sponsor's Auditor executes a mutually acceptable confidentiality agreement. Any request by Sponsor to permit an Auditor to perform an audit will constitute Sponsor's direction and authorization to ESI to disclose PHI to the Auditor.

(d) Performance Standards. ESI will conform to the performance standards set forth on Exhibit E hereto. The payments set forth in Exhibit E will be Sponsor's sole monetary remedy for any failure by ESI to meet a performance standard in addition to any correction or reimbursement associated with payment or billing errors.

2.6 Pharmacy Management Funds ("PMF")

(a) ESI will provide up to \$3.00 per Member implemented as of the Effective Date, to reimburse the actual, fair market value of: (i) expense items and services related to transitioning, administering, and implementing the pharmacy benefit initially and throughout the term, such as, custom ID Cards, IT programming, custom formulary letters, member communications, and benefit set-up quality assurance; and/or (ii) mutually agreed upon expense items and services related to implementation of additional clinical or other similar programs provided by ESI throughout the Term; in either case subject to submission of adequate documentation to support reimbursement within 180 days of incurring the applicable expense. Both Sponsor and ESI (upon agreement from Sponsor) may use the PMF to cover the fair market value of expenses for projects requiring joint resources. All reimbursement under the PMF is subject to ESI's standard PMF business practices for all clients.

(b) Sponsor represents and warrants that: (i) it will only request reimbursement under the PMF for its actual expenses incurred in transitioning, administering, and implementing the pharmacy benefit managed by ESI hereunder, and/or the additional clinical or other similar program provided by ESI throughout the Term; (ii) that the applicable service, item or program was actually performed or provided; (iii) the amount of the reimbursement is equal to or less than the reasonable fair market value of the actual expenses incurred by Sponsor; (iv) it will notify and disclose the amount and the terms of any PMF reimbursements to Members and other third parties to the extent required by applicable laws and regulations. In addition, if the Sponsor and the Plan are subject to ERISA, Sponsor represents and warrants that it will only request reimbursement under the PMF for items or services for which Sponsor, in the absence of the PMF, would be allowed reimbursement from the Plan (i.e., not "settlor functions").

(c) Sponsor shall comply with all applicable federal and state requirements, including, but not limited to, all applicable federal and state reporting requirements with respect to any expense, item or service reimbursed under this Section 2.6. ESI reserves the right to periodically audit the books and records of Sponsor on-site, during normal business hours and after giving reasonable advance notice, for the purposes of verifying Sponsor's compliance with the PMF requirements set forth in this Agreement.

(d) ESI intends to amortize the PMF over the Initial Term of the Agreement on a straight-line basis. In the event of a termination of this Agreement for any reason other than ESI's uncured material breach prior to the expiration of the Initial Term, Sponsor will reimburse ESI an amount equal to any paid but unamortized portion of the PMF. Reimbursement to ESI by Sponsor pursuant to this Section will not be in lieu of any other rights or remedies ESI may have in connection with the termination of this Agreement, including monetary or other damages. PMF reimbursements shall not be paid prior to the Effective Date of this Agreement and are not payable until this Agreement is executed. Sponsor will have no right to interest on, or the time value of, any PMF, and unused funds shall be retained by ESI.

ARTICLE III - FEES; BILLING AND PAYMENT

3.1 Fees. In consideration of the PBM Services provided by ESI, Sponsor will pay the applicable claims reimbursement amounts ("Claims Reimbursements") and other administrative fees ("Administrative Fees") pursuant to the terms set forth on Exhibit A ("Claims Reimbursements," "Administrative Fees" and any other charge or fee that is the responsibility of Sponsor as may be described elsewhere in this Agreement are hereinafter referred to collectively as "Fees"). ESI may use any excess achieved in any

(b) Sponsor will not, and will not permit any third party acting on Sponsor's behalf to, access, attempt to access, test or audit ESI's Systems or any other system or network connected to ESI's Systems. Without limiting the foregoing, Sponsor will not: access or attempt to access any portion or feature of ESI's Systems, by circumventing ESI's Systems access control measures, either by hacking, password "mining" or any other means; or probe, scan, audit or test the vulnerability of ESI's Systems, nor breach the security or authentication measures of ESI's Systems.

ARTICLE V - COMPLIANCE WITH LAW; FIDUCIARY ACKNOWLEDGEMENTS; FINANCIAL DISCLOSURE

5.1 Compliance with Law; Change in Law. Each party shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits. Sponsor shall be responsible for any governmental or regulatory charges and taxes imposed upon or related to the services provided hereunder. With respect to any Plan that is subject to the provisions of ERISA, the Sponsor or the plan sponsor shall ensure that its activities in regard to such program are in compliance with ERISA, and shall be responsible for disclosing to Members any and all information relating to the Plan and this Agreement as required by law to be disclosed, including any information relating to Plan coverage and eligibility requirements, commissions, rebates, discounts, or provider discounts referred to in Section 5.3 hereof. If there is a new or change in federal or state laws or regulations or the interpretation thereof, or any government, judicial or legal action that, among other things, materially burdens ESI, requires ESI to increase payments or shorten payment times for Covered Drugs to Participating Pharmacies, or materially changes the scope of services hereunder (a "Change in Law"), then there shall be an appropriate modification of the services, reimbursement rates, Administrative Fees and/or Rebates hereunder. Any proposed contract pricing modification will maintain the parties' relative economics and the pricing intent of this Agreement. Sponsor shall have the right to engage a qualified third party consultant, subject to execution of a mutually agreeable confidentiality agreement, to evaluate any proposed contract pricing modification. ESI will provide said consultant with reasonable information in a timely manner upon which the proposed modification is based. If the parties cannot agree on economically equivalent contract modifications or adjusted fee or rates, then either party may terminate the Agreement on ninety (90) days prior written notice to the other.

5.2 Fiduciary Acknowledgements. ESI offers pharmacy benefit management services, products and programs ("PBM Products") for consideration by all clients, including Sponsor. The general parameters of the PBM Products, and the systems that support these products, have been developed by ESI as part of ESI's administration of its business as a PBM. The parties agree that they have negotiated the financial terms of this Agreement in an arm's-length fashion. Sponsor acknowledges and agrees that, except for the limited purpose set forth in Section 2.3(c), neither it nor the Plan intends for ESI to be a fiduciary (as defined under ERISA or state law) of the Plan, and, except for the limited purpose as set forth in Section 2.3(c), neither will name ESI or any of ESI's wholly-owned subsidiaries or affiliates as a "plan fiduciary." Sponsor further acknowledges and agrees that neither ESI nor any of ESI's wholly-owned subsidiaries or affiliates: (a) have any discretionary authority or control respecting management of the Plan's prescription benefit program, except as set forth in Section 2.3(c), or (b) exercise any authority or control respecting management or disposition of the assets of the Plan or Sponsor. Sponsor further acknowledges that all such discretionary authority and control with respect to the management of the Plan and plan assets is retained by Sponsor or the Plan. Upon reasonable notice, ESI will have the right to terminate PBM Services to any Plan (or, if applicable, Members) located in a state requiring a pharmacy benefit manager to be a fiduciary to Sponsor, a Plan, or a Member in any capacity.

5.3 Disclosure of Certain Financial Matters. In addition to the Administrative Fees paid to ESI by Sponsor, ESI and ESI's wholly-owned subsidiaries or affiliates derive revenue in one or more of the ways as further described in the Financial Disclosure to ESI PBM Clients set forth in Exhibit D hereto ("Financial Disclosure"), as updated by ESI from time to time. Unlike the Administrative Fees, the revenues described in the Financial Disclosure are not direct or indirect compensation to ESI from Sponsor for services rendered to Sponsor or the Plan under this Agreement. In negotiating any of the fees and revenues described in the Financial Disclosure or in this Agreement, ESI and ESI's wholly-owned subsidiaries and affiliates act on their own behalf, and not for the benefit of or as agents for Sponsor, Members or the Plan. ESI and ESI's wholly-owned subsidiaries and affiliates retain all proprietary rights and beneficial interest in such fees and revenues described in the Financial Disclosure

fails to pay ESI or provide a deposit, if required, in accordance with the terms of this Agreement. ESI attempts collection through written and verbal communications with Sponsor prior to sending the notice described herein.

(d) Obligations Upon Termination. Upon notice of termination of this Agreement, the parties will mutually develop a run-off plan providing for: (i) Sponsor notification to Members of the timing of any transition to a successor pharmacy benefit manager at least thirty (30) days prior to the effective date of such termination; (ii) ESI provision of open Mail Service Pharmacy refill files and standard claims data and PA files for transition to the successor pharmacy benefit manager in accordance with then existing industry protocol; and (iii) whether Sponsor elects for ESI to process Participating Pharmacy or Member Submitted Claims for prescriptions filled during the Term but filed with ESI after the effective date of termination ("Termination Date"). Sponsor will continue to pay ESI in accordance with this Agreement for any Fees for PBM Services provided during the term and any run-off period. ESI will continue filing for Rebates for claims incurred prior to the Termination Date and will, subject to final reconciliation of any outstanding amounts owed by Sponsor to ESI, pay Sponsor Rebates for such claims in accordance with the Rebate payment schedule set out herein. Notwithstanding anything in this Agreement to the contrary, ESI shall not be obligated to provide post-transition services following the transition to the successor pharmacy benefit manager and conclusion of the run-off period, including, but not limited to, the provision of continued data reporting, reporting, consultation, or analysis.

(e) Provision of Files at Termination. Upon written direction of Client, ESI agrees to provide the new pharmacy benefit management vendor with transition files in a timely manner at no additional cost to Client, including (1) Open Mail Order Refill Files, both pre and post termination (2) Clinical Prior Authorization Files, and (3) the most recent twelve (12) months of Client historical claims files.

6.3 Remedies.

(a) Remedies Not Exclusive. A party's right to terminate this Agreement under Article VI will not be exclusive of any other remedies available to the terminating party under this Agreement or otherwise, at law or in equity.

(b) Force Majeure. Neither party will lose any rights under this Agreement or be liable in any manner for any delay to perform its obligations under this Agreement that are beyond a party's reasonable control, including, without limitation, any delay or failure due to riots, earthquakes, storms, floods or other extreme weather conditions, fires, acts of terrorism, epidemics, embargoes, war or other outbreak of hostilities, government acts or regulations, the failure or inability of carriers, suppliers, or telecommunications providers to provide services necessary to enable a party to perform its obligations hereunder, or any other reason where failure to perform is beyond the party's reasonable control, and is not caused by the negligence, intentional conduct or misconduct of the defaulting party; *provided, however,* that this clause may not be invoked to excuse a party's payment obligations hereunder. ESI represents that it maintains and continually updates a business continuity plan designed to mitigate any disruption to the services provided by ESI under this Agreement.

(c) Limitation of Liability. Except for the indemnification obligations set forth in Section 6.3(d), each party's liability to the other hereunder will in no event exceed the actual proximate losses or damages caused by breach of this Agreement. In no event will either party or any of their respective affiliates, directors, employees or agents, be liable for any indirect, special, incidental, consequential, exemplary or punitive damages, or any damages for lost profits relating to a relationship with a third party, however caused or arising, whether or not they have been informed of the possibility of their occurrence.

(d) Indemnification.

(i) In addition to any indemnification obligations set forth in the Business Associate Agreement, ESI will indemnify and hold Sponsor harmless from and against any loss, cost, damage, expense or other liability, including, without limitation, reasonable costs and attorney fees ("Costs") incurred in connection with any and all third party claims, suits, investigations or enforcement actions ("Claims") which may be asserted against, imposed upon or incurred by Sponsor and arising as a result of (A) ESI's negligent acts or omissions or willful misconduct

7.4 Assignment and Subcontracting. Sponsor may assign this Agreement upon first obtaining ESI's written consent, which consent will not be unreasonably withheld following a standard credit review of the proposed assignee. Sponsor acknowledges and agrees that ESI may perform certain services hereunder (e.g., mail service pharmacy and specialty pharmacy services) through one or more ESI subsidiaries, affiliates, or designees. ESI is responsible and liable for the performance of its subsidiaries and affiliates in the course of their performance of any such service. To the extent that ESI subcontracts any PBM Service under this Agreement to a third party, ESI is responsible and liable for the performance of any such third party. In addition, ESI may contract with third party vendors to provide information technology support services and other ancillary services, which services are not PBM Services hereunder, but rather are services that support ESI's conduct of its business operations. This Agreement will be binding upon, and inure to the benefit of and be enforceable by, the respective successors and permitted assigns of the parties hereto.

7.5 Integration; Amendments. This Agreement and any Exhibits hereto constitute the entire understanding of the parties hereto and supersedes any prior oral or written communication between the parties with respect to the subject matter hereof. If there is a separate Business Associate Agreement between the parties, such an agreement will be incorporated herein for all applicable purposes. No modification, alteration, or waiver of any term, covenant, or condition of this Agreement will be valid unless in writing and signed by the parties or the agents of the parties who are authorized in writing, except as may be otherwise permitted pursuant to the terms and conditions of this Agreement or any Exhibit hereto.

7.6 Choice of Law. This Agreement will be construed and governed in all respects according to the laws in the State of Missouri, without regard to the rules of conflict of laws thereof.

7.7 Waiver. The failure of either party to insist upon the strict observation or performance of this Agreement or to exercise any right or remedy will not be construed as a waiver of any subsequent breach of this Agreement or impair or waive any available right or remedy.

7.8 Trademarks. Each party acknowledges each other party's sole and exclusive ownership of its respective trade names, commercial symbols, trademarks, and servicemarks, whether presently existing or later established (collectively "Marks"). No party shall use the other party's Marks in advertising or promotional materials or otherwise without the owner's prior written consent.

7.9 Taxes and Assessments. Any applicable sales, use, excise, or other similarly assessed and administered tax, surcharge, or fee imposed on items dispensed, or services provided hereunder, or the fees or revenues generated by the items dispensed or services provided hereunder, or any other amounts ESI or one or more of its subsidiaries or affiliates may incur or be required to pay arising from or relating to ESI's or its subsidiaries' or affiliates' performance of services as a pharmacy benefit manager, third-party administrator, or otherwise in any jurisdiction, will be the sole responsibility of Sponsor or the Member. If ESI is legally obligated to collect and remit, or to incur or pay, any such sales, use, excise, or other similarly assessed and administered tax, surcharge, or fee in a particular jurisdiction, such amount will be reflected on the applicable invoice or subsequently invoiced at such time as ESI becomes aware of such obligation or as such obligation becomes due. ESI reserves the right to charge a reasonable administrative fee for collection and remittance services provided on behalf of Sponsor.

7.10 Third Party Beneficiary Exclusion. This Agreement is not a third party beneficiary contract, nor will this Agreement create any rights on behalf of Members as against ESI. Sponsor and ESI reserve the right to amend, cancel or terminate this Agreement without notice to, or consent of, any Member.

7.11 Authority to Contract. Sponsor hereby represents and warrants that it has obtained due and proper authority to enter into this Agreement through its governing body.

EXHIBIT A

PHARMACY PROGRAM FEES

ESI shall be Sponsor's exclusive provider of PBM Services for Sponsor's Plans offering a prescription benefit. The financial terms set forth in Exhibit A are conditioned on such exclusive arrangement and all other specified conditions expressly incorporated in such exhibits, including, but not limited to the adoption by Sponsor of the specified network, qualifying co-payment structures, Formulary, and no Members in a 100% co-payment plan (if applicable). In the event one or more of the following occurs (whether between the date of the Cost Proposal and the Effective Date, or during the Term), ESI will have the right, upon notice, to make an equitable adjustment to the rates, Administrative Fees and/or Rebates, solely as necessary to return ESI to its contracted economic position as of the effective date of such event:

(a) There is a material change in: (i) the conditions or assumptions stated in this Agreement; or (ii) the size, demographics or gender distribution of Sponsor's Membership compared to data provided by Sponsor; and/or

(b) Sponsor changes its Formulary, benefit designs, implements OTC plans, clinical or trend programs or otherwise takes an action that has the effect of lowering the amount of Rebates earned hereunder or materially impacting any guarantee; and/or

(c) Sponsor elects to use on-site clinics or pharmacies to dispense prescription drugs to Members which materially reduces Rebates and/or the number of Covered Drug claims submitted on-line; and/or

(d) More than 5% of claims are incurred in Massachusetts, Hawaii, Alaska, or Puerto Rico; and/or

(e) Rebate revenue is materially decreased because Brand Drugs unexpectedly move off-patent to generic status or due to a Change in Law.

Exhibit A includes the following:

Exhibit A-1

Pharmacy Reimbursement Rates

Exhibit A-2

Administrative and Clinical Program Fees

Exhibit A-3

Rebates

III. Pricing Guarantees.

Ingredient Cost Guarantee. ESI will guarantee an average aggregate annual discount as reflected below on Sponsor utilization to be calculated as follows:

[1-(total discounted AWP ingredient cost (excluding dispensing fees and claims with ancillary charges, and prior to application of Copayments) of applicable Prescription Drug Claims for the annual period divided by total undiscounted AWP ingredient cost (both amounts will be calculated as of the date of adjudication) for the annual period)]. Discounted ingredient cost will be the lesser of MRA (as applicable), U&C or AWP discount adjudication methodology.

Notwithstanding anything herein to the contrary, a Prescription Drug Claim that processes at the Generic rates set forth in Section I (Participating Pharmacy Reimbursement Rates) and Section II (Mail Pharmacy Reimbursement Rates) above, as indicated on the ingredient cost field of the Prescription Drug Claim's data record, shall be reconciled as part of the Generic guarantee below. The only Prescription Drug Claims that shall be excluded from the reconciliation of the pricing guarantee are as identified in the "Claims Excluded" column of the table below. All other Prescription Drug Claims shall be included in the reconciliation of the guarantee.

Type of Guarantee	Participating Pharmacy	Mail Service Pharmacy	Claims Excluded
Generic	AWP - 76.75%	AWP - 81.50%	OTC, compounds, Member Submitted Claims, Subrogation Claims, vaccines, Specialty Products, biosimilar products, and products filled through in-house or 340b pharmacies (if applicable)

Guarantees will be measured and reconciled on an annual basis within 90 days of the end of each contract year. The above guarantees are annual guarantees - if this Agreement is terminated prior to the completion of the then current contract year (hereinafter, a "Partial Contract Year"), then the above guarantees will not apply for such Partial Contract Year. To the extent Sponsor changes its benefit design or Formulary during the term of the Agreement, the guarantee will be equitably adjusted if there is a material impact on the discount achieved. Subject to the remaining terms of this Agreement, ESI will pay the difference of Sponsor's net cost for any shortfall between the actual result and the guaranteed result; provided, however, that ESI may use an excess achieved in one or more of the above guarantees to make up for, and offset, a shortfall in another guarantee. ESI may also use any excess achieved in any other guarantee offered pursuant to this Agreement to make up for, and offset, a shortfall in any of the above guarantees or any other guarantee(s) set forth in this Agreement.

IV. Specialty Products

(a) Exclusive Care. ESI Specialty Pharmacy is the exclusive provider of Specialty Products for the reimbursement rates shown on the Exclusive ESI Specialty Pharmacy Specialty Product List. Any Specialty Product dispensed at a Participating Pharmacy (for example, limited distribution products not then available through ESI Specialty Pharmacy or overrides) will be reimbursed at the standard Participating Pharmacy Specialty Product rates shown below. Upon ESI Specialty Pharmacy acquisition of limited distribution products, Members will obtain prescriptions through ESI Specialty Pharmacy.

(b) Open Care. Specialty Products shall be available through ESI Specialty Pharmacy and at Participating Pharmacies for the Participating Pharmacy Specialty Product reimbursement rates.

THERAPY	DRUG	Per Diem & Nursing Service Charges	AWP Discount	Dispensing Fee
Anemia	ARANESP		13.7%	\$0.00
Anemia	EPOGEN		13.7%	\$0.00
Anemia	PROCRIT		13.7%	\$0.00
Anemia	SOLIRIS		11.6%	\$0.00
Cancer	8-MOP		18.0%	\$0.00
Cancer	ABRAXANE		13.7%	\$0.00
Cancer	ADRIAMYCIN		34.0%	\$0.00
Cancer	ADRUÇIL		34.0%	\$0.00
Cancer	AFINITOR		12.7%	\$0.00
Cancer	AGRYLIN		18.0%	\$0.00
Cancer	ALIMTA		18.0%	\$0.00
Cancer	ALKERAN IV		18.0%	\$0.00
Cancer	ALKERAN ORAL		18.0%	\$0.00
Cancer	ALOXI		18.0%	\$0.00
Cancer	ANAGRELIDE HYDROCHLORIDE		34.0%	\$0.00
Cancer	ANZEMET		18.0%	\$0.00
Cancer	ARRANON		12.7%	\$0.00
Cancer	ARZERRA		13.7%	\$0.00
Cancer	AVASTIN		13.7%	\$0.00
Cancer	AZACITIDINE		13.7%	\$0.00
Cancer	BICALUTAMIDE		34.0%	\$0.00
Cancer	BICNU		18.0%	\$0.00
Cancer	BLENOXANE		18.0%	\$0.00
Cancer	BLEOMYCIN SULFATE		34.0%	\$0.00
Cancer	BOSULIF		13.7%	\$0.00
Cancer	CAMPTOSAR		18.0%	\$0.00
Cancer	CARBOPLATIN		34.0%	\$0.00
Cancer	CASODEX		18.0%	\$0.00
Cancer	CISPLATIN		34.0%	\$0.00
Cancer	CLADRIBINE		34.0%	\$0.00
Cancer	COSMEGEN		18.0%	\$0.00
Cancer	CYCLOPHOSPHAMIDE		34.0%	\$0.00
Cancer	CYTARABINE		18.0%	\$0.00
Cancer	CYTOXAN		18.0%	\$0.00
Cancer	DACARBAZINE		34.0%	\$0.00
Cancer	DACOGEN		12.7%	\$0.00
Cancer	DACTINOMYCIN		34.0%	\$0.00
Cancer	DECITABINE		12.7%	\$0.00
Cancer	DEFEROXAMINE MESYLATE		34.0%	\$0.00
Cancer	DELESTROGEN		18.0%	\$0.00
Cancer	DEPOCYT		18.0%	\$0.00
Cancer	DESFERAL		18.0%	\$0.00
Cancer	DOCEFREZ		18.0%	\$0.00
Cancer	DOCETAXEL		18.0%	\$0.00
Cancer	DOXIL		18.0%	\$0.00
Cancer	DOXORUBICIN HCL		34.0%	\$0.00

Cancer	MEKINIST		13.7%	\$0.00
Cancer	MELPHALAN HCL		34.0%	\$0.00
Cancer	MESNA		34.0%	\$0.00
Cancer	MESNEX IV		18.0%	\$0.00
Cancer	MESNEX ORAL		18.0%	\$0.00
Cancer	MOZOBIL		13.7%	\$0.00
Cancer	MUSTARGEN		18.0%	\$0.00
Cancer	NAVELBINE		18.0%	\$0.00
Cancer	NEXAVAR		12.7%	\$0.00
Cancer	NILANDRON		18.0%	\$0.00
Cancer	OCTREOTIDE ACETATE		13.7%	\$0.00
Cancer	ONDANSETRON		34.0%	\$0.00
Cancer	ONXOL		34.0%	\$0.00
Cancer	OXALIPLATIN		34.0%	\$0.00
Cancer	OXSORALEN ULTRA		18.0%	\$0.00
Cancer	PACLITAXEL		34.0%	\$0.00
Cancer	PANRETIN		18.0%	\$0.00
Cancer	PERJETA		12.7%	\$0.00
Cancer	POMALYST		13.7%	\$0.00
Cancer	PROLEUKIN		13.7%	\$0.00
Cancer	PROTHELIAL		13.7%	\$0.00
Cancer	REVLIMID		13.8%	\$0.00
Cancer	RITUXAN		13.7%	\$0.00
Cancer	SANDOSTATIN		13.7%	\$0.00
Cancer	SPRYCEL		11.6%	\$0.00
Cancer	STIVARGA		13.7%	\$0.00
Cancer	SUTENT		13.7%	\$0.00
Cancer	SYLATRON		13.7%	\$0.00
Cancer	SYNRIBO		13.7%	\$0.00
Cancer	TAFINLAR		13.7%	\$0.00
Cancer	TARCEVA		15.9%	\$0.00
Cancer	TARGRETIN		18.0%	\$0.00
Cancer	TASIGNA		12.7%	\$0.00
Cancer	TAXOL		18.0%	\$0.00
Cancer	TAXOTERE		18.0%	\$0.00
Cancer	TEMODAR		13.7%	\$0.00
Cancer	TEMOZOLOMIDE		22.0%	\$0.00
Cancer	THALOMID		13.7%	\$0.00
Cancer	THERACYS		18.0%	\$0.00
Cancer	THIOTEPA		34.0%	\$0.00
Cancer	TICE BCG		18.0%	\$0.00
Cancer	TOPOSAR		34.0%	\$0.00
Cancer	TORISEL		13.7%	\$0.00
Cancer	TREANDA		13.7%	\$0.00
Cancer	TRELSTAR		18.0%	\$0.00
Cancer	TRISENOX		18.0%	\$0.00
Cancer	TYKERB		12.7%	\$0.00
Cancer	UVADEX		18.0%	\$0.00
Cancer	VALCHLOR		5.4%	\$0.00
Cancer	VANTAS		12.7%	\$0.00
Cancer	VECTIBIX		12.7%	\$0.00

Hemophilia	BENEFIX		12.7%	\$0.00
Hemophilia	CORIFACT		22.0%	\$0.00
Hemophilia	FEIBA		27.2%	\$0.00
Hemophilia	HELIXATE FS		27.2%	\$0.00
Hemophilia	HEMOPIL M		27.2%	\$0.00
Hemophilia	HUMATE-P		29.3%	\$0.00
Hemophilia	KOATE		27.2%	\$0.00
Hemophilia	KOGENATE		27.2%	\$0.00
Hemophilia	MONOCLATE P		27.2%	\$0.00
Hemophilia	MONONINE		24.1%	\$0.00
Hemophilia	NOVOSEVEN RT		25.0%	\$0.00
Hemophilia	PROFILNINE SD		27.2%	\$0.00
Hemophilia	RECOMBINATE		27.2%	\$0.00
Hemophilia	RIASTAP		11.6%	\$0.00
Hemophilia	RIXUBIS		29.3%	\$0.00
Hemophilia	STIMATE		13.7%	\$0.00
Hemophilia	WILATE		29.3%	\$0.00
Hemophilia	XYNTHA		22.0%	\$0.00
Hepatitis	COPEGUS		13.7%	\$0.00
Hepatitis	INCIVEK		15.9%	\$0.00
Hepatitis	INFERGEN		13.7%	\$0.00
Hepatitis	INTRON A		13.7%	\$0.00
Hepatitis	OLYSIO		15.9%	\$0.00
Hepatitis	PEGASYS		15.9%	\$0.00
Hepatitis	PEG-INTRON		13.7%	\$0.00
Hepatitis	REBETOL		13.7%	\$0.00
Hepatitis	RIBASPHERE		44.9%	\$0.00
Hepatitis	RIBAVIRIN		44.9%	\$0.00
Hepatitis	SOVALDI		15.9%	\$0.00
Hepatitis	VICTRELIS		15.9%	\$0.00
Hepatitis B	ADEFOVIR DIPIVOXIL		34.0%	\$0.00
Hepatitis B	BARACLUDE		18.0%	\$0.00
Hepatitis B	EPIVIR HBV		18.0%	\$0.00
Hepatitis B	HEPAGAM B		18.0%	\$0.00
Hepatitis B	HEPSERA		18.0%	\$0.00
Hepatitis B	HYPERHEP B S-D		18.0%	\$0.00
Hepatitis B	NABI-HB		18.0%	\$0.00
Hepatitis B	TYZEKA		18.0%	\$0.00
Hereditary Tyrosinemia	ORFADIN		Plus 4.1%	\$0.00
HIV	APTIVUS		18.0%	\$0.00
HIV	ATRIPLA		18.0%	\$0.00
HIV	COMBIVIR		18.0%	\$0.00
HIV	CRIVAN		18.0%	\$0.00
HIV	DIDANOSINE		34.0%	\$0.00
HIV	EGRIFTA		13.7%	\$0.00
HIV	EMTRIVA		18.0%	\$0.00
HIV	EPIVIR		18.0%	\$0.00
HIV	EPZICOM		18.0%	\$0.00
HIV	FUZEON		13.7%	\$0.00
HIV	INTELENCE		18.0%	\$0.00
HIV	INVIRASE		18.0%	\$0.00

Infertility	MENOPUR		13.7%	\$0.00
infertility	NOVAREL		13.7%	\$0.00
infertility	OVIDREL		13.7%	\$0.00
infertility	PREGNYL		13.7%	\$0.00
Infertility	REPRONEX		13.7%	\$0.00
Metabolic Disorder	ALDURAZYME	**	7.5%	\$0.00
Metabolic Disorder	BERINERT		13.7%	\$0.00
Metabolic Disorder	CARBAGLU		5.4%	\$0.00
Metabolic Disorder	CEREZYME	**	13.7%	\$0.00
Metabolic Disorder	CINRYZE	**	7.5%	\$0.00
Metabolic Disorder	ELAPRASE	**	13.7%	\$0.00
Metabolic Disorder	FABRAZYME	**	6.4%	\$0.00
Metabolic Disorder	FIRAZYR		13.7%	\$0.00
Metabolic Disorder	KALBITOR	**	13.7%	\$0.00
Metabolic Disorder	LUMIZYME	**	10.6%	\$0.00
Metabolic Disorder	MYOZYME	**	11.6%	\$0.00
Metabolic Disorder	NAGLAZYME	**	12.7%	\$0.00
Metabolic Disorder	PROCYSBI		5.4%	\$0.00
Metabolic Disorder	RAVICTI		13.7%	\$0.00
Metabolic Disorder	V-PRIV	**	13.7%	\$0.00
Metabolic Disorder	ZAVESCA		11.6%	\$0.00
Multiple Sclerosis	AMPYRA		14.9%	\$0.00
Multiple Sclerosis	AUBAGIO		12.7%	\$0.00
Multiple Sclerosis	AVONEX		15.9%	\$0.00
Multiple Sclerosis	BETASERON		15.9%	\$0.00
Multiple Sclerosis	COPAXONE		15.9%	\$0.00
Multiple Sclerosis	EXTAVIA		13.7%	\$0.00
Multiple Sclerosis	GILENYA		15.9%	\$0.00
Multiple Sclerosis	MITOXANTRONE		13.7%	\$0.00
Multiple Sclerosis	NOVANTRONE		13.7%	\$0.00
Multiple Sclerosis	REBIF		13.7%	\$0.00
Multiple Sclerosis	TECFIDERA		13.7%	\$0.00
Multiple Sclerosis	TYSABRI		10.6%	\$0.00
Neutropenia/Thrombocytopenia	LEUKINE		13.7%	\$0.00
Neutropenia/Thrombocytopenia	NEULASTA		13.7%	\$0.00
Neutropenia/Thrombocytopenia	NEUMEGA		13.7%	\$0.00
Neutropenia/Thrombocytopenia	NEUPOGEN		13.7%	\$0.00
Neutropenia/Thrombocytopenia	NPLATE		13.7%	\$0.00
Ophthalmics	CYSTARAN		5.4%	\$0.00
Ophthalmics	EYLEA		11.6%	\$0.00
Ophthalmics	LUCENTIS		13.7%	\$0.00
Ophthalmics	MACUGEN		13.7%	\$0.00
Ophthalmics	OZURDEX		12.7%	\$0.00
Ophthalmics	RETISERT		6.4%	\$0.00
Osteo-Arthritis	EUFLEXXA		13.7%	\$0.00
Osteo-Arthritis	GEL-ONE		13.7%	\$0.00
Osteo-Arthritis	HYALGAN		13.7%	\$0.00

Pulmonary Hypertension	ADEMPAS		13.7%	\$0.00
Pulmonary Hypertension	EPOPROSTENOL SODIUM AND DILUENT	**	Plus 1.0%	\$0.00
Pulmonary Hypertension	FLOLAN AND DILUENT	**	Plus 1.0%	\$0.00
Pulmonary Hypertension	LETAIRIS		13.7%	\$0.00
Pulmonary Hypertension	OPSUMIT		13.7%	\$0.00
Pulmonary Hypertension	REMODULIN	**	1.2%	\$0.00
Pulmonary Hypertension	REVATIO		15.9%	\$0.00
Pulmonary Hypertension	SILDENAFIL		44.9%	\$0.00
Pulmonary Hypertension	TRACLEER		15.9%	\$0.00
Pulmonary Hypertension	TYVASO	**	Plus 1.0%	\$0.00
Pulmonary Hypertension	VELETRI	**	Plus 1.0%	\$0.00
Pulmonary Hypertension	VENTAVIS	**	Plus 1.0%	\$0.00
Respiratory Syncytial Virus	SYNAGIS		13.7%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	ACTEMRA		7.5%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	BENLYSTA		12.7%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	ENBREL		14.9%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	HUMIRA		14.9%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	KINERET		12.7%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	METHOTREXATE		34.0%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	METHOTREXATE SODIUM		34.0%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	ORENCIA IV		10.6%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	ORENCIA SC		10.6%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	REMICADE		14.9%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	RHEUMATREX		18.0%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	SIMPONI		12.7%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	STELARA		12.7%	\$0.00

V. **Influenza and Other Vaccinations**

Vaccinations shall adjudicate at the lower of:

(a)

	<i>Participating Pharmacy</i> INFLUENZA	<i>Participating Pharmacy</i> OTHER VACCINES
Ingredient Cost +	Participating Pharmacy Ingredient Cost as set forth in the Agreement	Participating Pharmacy Ingredient Cost as set forth in the Agreement
Dispensing Fee +	Participating Pharmacy Dispensing Fee as set forth in the Agreement	Participating Pharmacy Dispensing Fee as set forth in the Agreement
Professional Service Fee (PSF); cost for pharmacist to administer the vaccine	Pass-Through (capped at \$15 per vaccine claim)	Pass-Through (capped at \$20 per vaccine claim)
Vaccine Program Fee *	\$2.50 per vaccine claim	\$2.50 per vaccine claim

* The Vaccine Program Fee will be billed separately to Sponsor as part of the administrative invoice according to the billing frequency set forth in the Agreement. This Vaccine Program Fee will apply to any vaccine claims, whether at contracted rates or U&C, and is in addition to any per Prescription Drug Claim administrative fee set forth in the Agreement.

or

(b) the combined ingredient cost, dispensing fee (if any) and professional service fee (if any) that the Participating Pharmacy generally charges an individual paying cash, without coverage for prescription drug benefits, plus the Vaccine Program Fee set forth above.

Coverage is subject to Plan provisions. No vaccine claims will be included in any guarantees set forth in the Agreement and/or amendments thereto.

PBM Services	Fees
Manual/hardcopy eligibility submission	\$10.00/update (includes initial entry)
Member-submitted paper claims processing fee	\$2.50/claim
Medicaid subrogation claims fee	\$2.50/claim
Electronic Prescribing	Pass-through charge for ePrescribing Eligibility and Formulary transaction fees charged to Sponsor at ESI's preferred rate with data switch such as Surescripts.
Reporting Services	
Web-based client reporting – produced by ESI	\$100/report
Custom ad-hoc reporting	\$150/hour, with a minimum of \$500
Replacement Member Communication Packets	
Member requested replacement packets	\$1.50 + postage per packet
Sponsor requested re-carding	\$1.50 + postage per packet
Reviews and Appeals Management	
Initial Determinations (i.e. coverage reviews) and Level One Appeals for the Coverage Authorization Program, consisting of: <ul style="list-style-type: none"> • Prior Authorization • Step Therapy • Drug Quantity Management 	Included in program charge
Initial Determinations and Level One Appeals for the Benefit Review Program, consisting of reviews known as: <ul style="list-style-type: none"> • Plan Design Related Requests • Plan Exclusion Reviews (clinical or administrative reviews of non-covered drugs) • Copay Reviews • Plan Limit Reviews (e.g. age, gender, days' supply limits) • Plan Rule/Administrative Reviews/Non-clinical Reviews • Clinical Benefit Reviews • Direct Claim Reject Reviews 	\$55 per review
Final and Binding Appeals – Level Two Appeals * and/or Urgent Appeals** <p>*Level One for clients with only one level of appeal ** Appeals can be urgent at Level One or Level Two and decisions are final and binding.</p>	\$10.00 per review* (incremental to PMPM fees or per review fees above) * this additional fee is applied to each initial determination.
External Reviews by Independent Review Organizations - for non-grandfathered plans	\$800 per review
Comprehensive Consumer Driven Health (CDH) Solution	
Required Services and Fee for all CDH enrolled Members	
Foundational Services <ul style="list-style-type: none"> • Technical Bi-directional data exchange; dedicated operations; 24-hour a day, seven-days a week monitoring and quality control; performance reporting; and analytics <ul style="list-style-type: none"> • Member Advocacy Dedicated CDH member services, open enrollment tools and member communications library, robust online features, and preventive care	Technical and Member Advocacy: \$0.35 PMPM Additional services will be quoted upon request. Postage charges are not included and will be billed to Sponsor.
Optional Service and Fee for all CDH enrolled Members	

EXHIBIT A-3

Rebates

1. Rebate Amounts

A. Subject to the conditions set forth in Sections 2. – 4. below and elsewhere in this Agreement, ESI will pay to Sponsor an amount equal to the greater of:

(i) 100% of the Rebates received by ESI;

Or

(ii) Subject to Sponsor meeting the Plan design conditions identified in the table below, the following guaranteed amounts:

Formulary:	ESI National Preferred					
Copayment Design:	Less than \$15 Copayment differential			Minimum \$15 Copayment differential		
	Participating Pharmacies and ESI Specialty Pharmacy 1-83 Days' Supply	Participating Pharmacies and ESI Specialty Pharmacy 84-90 Days' Supply ⁽¹⁾	Mail Service Pharmacy	Participating Pharmacies and ESI Specialty Pharmacy 1-83 Days' Supply	Participating Pharmacies and ESI Specialty Pharmacy 84-90 Days' Supply ⁽¹⁾	Mail Service Pharmacy
Per Brand Claim	Year 1: \$42.44 Year 2: \$45.82 Year 3: \$47.16	Year 1: \$104.50 Year 2: \$105.52 Year 3: \$111.28	Year 1: \$104.50 Year 2: \$105.52 Year 3: \$111.28	Year 1: \$44.67 Year 2: \$48.23 Year 3: \$49.64	Year 1: \$110.00 Year 2: \$111.07 Year 3: \$117.14	Year 1: \$110.00 Year 2: \$111.07 Year 3: \$117.14

aggregate amounts set forth in Section 1.A.(ii) above, ESI shall be entitled to make up for, and offset, a shortfall in other guarantee(s) set forth in this Agreement with such excess annual aggregate percentage amount, and such excess amount shall be applied either directly to the other shortfall guarantee(s) or applied as a credit against future Rebate payments (or as a direct invoice amount to be paid by Sponsor, if a credit is not feasible).

4. Conditions

- A. ESI contracts with pharmaceutical manufacturers for Rebates on its own behalf and for its own benefit, and not on behalf of Sponsor. Accordingly, ESI retains all right, title and interest to any and all actual Rebates received from manufacturers. ESI will pay Sponsor amounts equal to the Rebate amounts allocated to Sponsor, as specified above, from ESI's general assets (neither Sponsor, its Members, nor Sponsor's plan retains any beneficial or proprietary interest in ESI's general assets). Sponsor acknowledges and agrees that neither it, its Members, nor its Plan will have a right to interest on, or the time value of, any Rebate payments received by ESI during the collection period or moneys payable under this Section. No amounts for Rebates will be paid until this Agreement is executed by Sponsor. ESI will have the right to apply Sponsor's allocated Rebate amount to unpaid Fees.
- B. Sponsor acknowledges that it may be eligible for Rebate amounts under this Agreement only so long as Sponsor, its affiliates, or its agents do not contract directly or indirectly with anyone else for discounts, utilization limits, rebates or other financial incentives on pharmaceutical products or formulary programs for claims processed by ESI pursuant to the Agreement, without the prior written consent of ESI. In the event that Sponsor negotiates or arranges with a pharmaceutical manufacturer for Rebates or similar discounts for any Covered Drugs hereunder, but without limiting ESI's right to other remedies, ESI may immediately withhold any Rebate amounts earned by, but not yet paid to, Sponsor as necessary to prevent duplicative rebates on Covered Drugs. To the extent Sponsor knowingly negotiates and/or contracts for discounts or rebates on claims for Covered Drugs without prior written approval of ESI, such activity will be deemed to be a material breach of this Agreement, entitling ESI to suspend payment of Rebate amounts hereunder and to renegotiate the terms and conditions of this Agreement.
- C. Under its Rebate program, ESI may implement ESI's Formulary management programs and controls, which may include, among other things, cost containment initiatives, and communications with Members, Participating Pharmacies, and/or physicians. ESI reserves the right to modify or replace such programs from time to time. Guaranteed Rebate amounts, if any, set forth herein, are conditioned on adherence to various Formulary management controls, benefit design requirements, claims volume, and other factors stated in the applicable pharmaceutical manufacturer agreements, as communicated by ESI to Sponsor from time to time. If any government action, change in law or regulation, change in the interpretation of any law or regulation, or any action by a pharmaceutical manufacturer has an adverse effect on the availability of Rebates, then ESI may make an adjustment to the Rebate terms and guaranteed Rebate amounts, if any, hereunder.
- D. Rebate amounts paid to Sponsor pursuant to this Agreement are intended to be treated as "discounts" pursuant to the federal anti-kickback statute set forth at 42 U.S.C. §1320a-7b and implementing regulations. Sponsor is obligated if requested by the Secretary of the United States Department of Health and Human Services, or as otherwise required by applicable law, to report the Rebate amounts and to provide a copy of this notice. ESI will refrain from doing anything that would impede Sponsor from meeting any such obligation.

- C. When performing a Rebate audit, Sponsor may perform an on-site review of the applicable components of manufacturer agreements, selected by Sponsor, as reasonably necessary to audit the calculation of the Rebate payments made to Sponsor by ESI. Our ability to drive value through the supply chain and in our negotiations with manufacturers is dependent upon the strict confidentiality and use of these agreements. Providing access to these agreements to third parties that perform services in the industry beyond traditional financial auditing jeopardizes our ability to competitively drive value. For this reason, access to and audit of manufacturer agreements is restricted to a mutually agreed upon audit firm which carries insurance for professional malpractice of at least Two Million Dollars (\$2,000,000).
- D. ESI recommends that Sponsor select an initial number of manufacturer contracts to enable Sponsor to audit fifty percent (50%) of the total Rebate payments due to Sponsor for two (2) calendar quarters during the twelve (12) month period immediately preceding the audit (the "Rebate Audit Scope and Timeframe"). ESI will accommodate reasonable requests to extend this Rebate Audit Scope and Timeframe, but this may delay ESI's on-site preparation time as well as response time to audit findings. Due to the additional resources necessary to support a Rebate audit beyond the Rebate Audit Scope and Timeframe, if you request to extend the Rebate Audit Scope and Timeframe, you will be subject to ESI's standard charges for such additional audit support. All such fees shall be reasonable and based on ESI's additional costs. If the parties mutually determine, acting in good faith, that the initial Rebate audit demonstrates in any material respects that ESI has not administered Rebates consistent with the contract terms of the Agreement, then ESI will support additional auditing beyond the Rebate Audit Scope and Timeframe at no additional charge.
- E. If you have a Pass-Through pricing arrangement for Participating Pharmacy claims, ESI will provide the billable and payable amount for a sampling of claims provided by you or your auditor (i.e., ESI will provide the actual documented claim record) during the audit to verify that ESI has administered such Pass-Through pricing arrangement consistent with the terms of the Agreement. If further documentation is required, ESI may provide a statistically valid sample of claims remittances to the Participating Pharmacies to demonstrate ESI's administration of Pass-Through pricing. In any instance where the audit demonstrates that the amount billed to you does not equal the Pass-Through amount paid to the Participating Pharmacy, you or your auditor may perform an on-site audit of the applicable Participating Pharmacy contract rate sheet(s).

4. AUDIT FINDINGS

- A. Following Sponsor's initial audit, Sponsor (or its Auditor) will provide ESI with a written report of suspected errors, if any. In order for ESI to evaluate Sponsor's audit report, Sponsor shall provide an electronic data file in a mutually agreed upon format containing up to 300 claims for further investigation by ESI.
- B. Following Sponsor's initial audit of Medicare Part D compliance, Sponsor (or its Auditor) will provide ESI with a written report of suspected non-compliant issues and payment reconciliation issues, if any. In order for ESI to evaluate Sponsor's audit report, Sponsor shall provide ESI with specific regulatory criteria and Medicare Part D program requirements used to cite each suspected non-compliant and payment reconciliation issue.
- C. ESI will use commercially reasonable best efforts to respond to the audit report in no more than sixty (60) days from ESI's receipt of the report. Please be aware, however, that audits that require evaluation of six (6) or more findings typically require additional time to respond due to the complex nature of such audits. Our pledge to respond within the foregoing timeframe is predicated on a good faith and cooperative effort between Sponsor and/or its Auditor and ESI.
- D. Sponsor agrees that once audit results are accepted by both parties, the audit shall be considered closed and final. To the extent the mutually accepted audit results demonstrate claims errors, ESI will reprocess the claims and make corresponding adjustments to Sponsor through credits to a future invoice(s). If we are unable to reprocess claims and issue corresponding credits to Sponsor through this process, ESI will make adjustments to Sponsor via a check or credit.

5. CONFIDENTIALITY

ESI's contracts are highly confidential and proprietary. For this reason, ESI only permits on-site review rather than provide copies to our clients. During on-site contract review, Sponsor (or its Auditor) may take and retain notes to the extent necessary to document any identified errors, but may not copy (through handwritten notes or otherwise) or retain any contracts (in part or in whole) or related documents provided or made available by ESI in connection with the audit. ESI will be entitled to review any notes to affirm compliance with this paragraph.

(k) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subpart A and Subpart E, as they exist now or as they may be amended.

(l) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(m) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(n) "Security Incident" shall have the same meaning as "security incident" in 45 C.F.R. § 164.304

(o) "Security Standards" shall mean the Security Standards, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subpart A and Subpart C, to be effective no later than April 20, 2005, as they exist now or as they may be amended.

(p) "Transactions Standards" shall mean the Standards for Electronic Transactions, 45 C.F.R. Parts 160 and 162, as they exist now or as they may be amended.

Terms used, but not otherwise defined, in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Rules and the HITECH Standards.

2. **General Use and Disclosure Provisions.** ESI and Plan acknowledge and agree as follows:

(a) *Use or Disclosure.* ESI agrees not to use or further disclose PHI other than as expressly permitted or required by this Business Associate Agreement or as Required by Law.

(b) *Minimum Necessary.* ESI will take reasonable efforts to limit requests for, use and disclosure of PHI to the minimum necessary to accomplish the intended request, use or disclosure.

(c) *Specific Use or Disclosure Provisions.* Except as otherwise limited in this Business Associate Agreement, ESI may use and disclose PHI to properly provide, manage and administer PBM Services under the PBM Agreement and consistent with applicable law to assist the Plan in its operations, as long as such use or disclosure would not violate the HIPAA Rules if done by the Plan, or such use or disclosure is expressly permitted in (i) through (iii) below:

(i) ESI may use PHI for the proper management and administration of ESI or to carry out ESI's legal responsibilities.

(ii) ESI may disclose PHI to third parties for the proper management and administration of ESI or to carry out the legal responsibilities of ESI provided that the disclosures are Required by Law, or ESI obtains reasonable assurances from the person to whom the information is disclosed that: (A) the information will remain confidential, (B) the information will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and (C) the person notifies ESI of any instances of which it is aware in which the confidentiality of the information has been breached.

(iii) ESI may use PHI to perform Data Aggregation services on behalf of the Plan as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(d) *Reporting.* ESI agrees to promptly notify Plan if ESI has knowledge that PHI has been used or disclosed by ESI in a manner that violates this Business Associate Agreement. To the extent that ESI creates, receives, maintains or transmits Electronic PHI, ESI agrees to report promptly to Plan any Security Incident, as determined by ESI, involving PHI of which ESI becomes aware. Effective thirty (30) calendar days after the effective date of applicable regulations issued by the Secretary, ESI shall, following the discovery of a Breach of Unsecured PHI, notify Plan of such Breach without unreasonable delay and in no event later than sixty (60) calendar days after the discovery, including the identification of each individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired or disclosed during the Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known or reasonably should have been known by ESI.

(e) *Safeguards.* ESI agrees to use appropriate safeguards, consistent with applicable law, to prevent use or disclosure of PHI in a manner that would violate this Business Associate Agreement. ESI shall provide Plan with such information concerning such safeguards as Plan may reasonably request from time to time. To the extent that ESI creates, receives, maintains or transmits Electronic PHI, ESI agrees to use appropriate administrative,

(b) Plan shall notify ESI of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect ESI's use or disclosure of PHI.

(c) Plan shall notify ESI of any restriction to the use or disclosure of PHI that Plan has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect ESI's use or disclosure of PHI.

(d) Plan shall not request that ESI use or disclose PHI in any manner that would exceed that which is minimally necessary under the HIPAA Rules or that would not be permitted by a Covered Entity.

(e) Plan agrees that it will have entered into "Business Associate Agreements" with any third parties (e.g., case managers, brokers or third party administrators) to which Plan directs and authorizes ESI to disclose PHI.

4. **Transactions Standards.** The HIPAA Rules provide for certain Transactions Standards for transfer of data between trading partners. While certain of the standards may or may not be adopted by the Plan (e.g., for eligibility), ESI will be prepared to accept the following in accordance with 45 C.F.R. Part 162.1502: ASC X12N 834 – Benefit Enrollment and Maintenance. In addition, to the extent applicable, ESI shall comply with other applicable transactions standards for claims processing functions between ESI and provider pharmacies. Each party hereby agrees that it shall not change any definition, data condition or use of a data element or segment in a standard, add any data elements or segment to the maximum defined data set, use any code or data elements that are either marked "not used" in the standard's implementation specification or are not in the implementation specification, or change the meaning or intent of the implementation specification.

5. **Breach; Termination.**

(a) Without limiting the termination rights of the parties pursuant to the PBM Agreement, upon Plan's knowledge of a material breach by ESI of this Business Associate Agreement, Plan shall notify ESI of such breach and ESI shall have thirty (30) days to cure such breach. In the event ESI does not cure the breach, or cure is infeasible, Plan shall have the right to immediately terminate this Business Associate Agreement and the PBM Agreement. If cure of the material breach is infeasible, Plan shall report the violation to the Secretary.

(b) As of February 17, 2010 and without limiting the termination rights of the parties pursuant to the PBM Agreement, upon ESI's knowledge of a material breach by the Plan of this Business Associate Agreement, ESI shall notify Plan of such breach and the Plan shall have thirty (30) days to cure such breach. In the event the Plan does not cure the breach, or cure is infeasible, ESI shall have the right to immediately terminate this Business Associate Agreement and the PBM Agreement. If cure of the material breach is infeasible, ESI shall report the violation to the Secretary.

(c) To the extent feasible, upon termination of the PBM Agreement for any reason, ESI shall, and shall cause any subcontractors and agents to, return or destroy and retain no copies of all PHI received from, or created or received by ESI on behalf of, the Plan. If ESI determines, in its sole discretion, that return or destruction of such information is not feasible, ESI shall continue to limit the use or disclosure of such information as set forth in this Agreement as if the PBM Agreement had not been terminated.

6. **Indemnification.** Each party (the "Indemnifying Party") shall indemnify and hold the other party and its officers, directors, employees and agents (each an "Indemnified Party") harmless from and against any claim, cause of action, liability, damage, cost or expense ("Liabilities") to which the Indemnified Party becomes subject to as a result of third party claims (including reasonable attorneys' fees and court or proceeding costs) brought against the Indemnified Party, which arise as a result of: (i) the material breach of this Business Associate Agreement by the Indemnifying Party; or (ii) the gross negligence or willful misconduct of the Indemnifying Party, except to the extent such Liabilities were caused by the Indemnified Party. A party entitled to indemnification under this Section 6 shall give prompt written notification to the Indemnifying Party of the commencement of any action, suit or proceeding relating to a third party claim for which indemnification is sought, subject to applicable confidentiality constraints. The Indemnifying Party shall be entitled to assume control of the defense of such action, suit, proceeding or claim with competent counsel of its choosing. Indemnification shall not be required if any claim is settled without the Indemnifying Party's consent, which such consent shall not be unreasonably withheld. **NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS SECTION 6, IN NO EVENT WILL AN INDEMNIFYING PARTY BE LIABLE TO AN INDEMNIFIED PARTY UNDER CONTRACT, TORT, OR ANY OTHER LEGAL THEORY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL LOSSES OR DAMAGES OF ANY KIND.**

7. **Miscellaneous.**

(a) **Amendment.** The parties acknowledge that the foregoing provisions are designed to comply with the mandates of the HIPAA Rules and HITECH Standards. ESI shall provide written notice to Plan to the extent that any final regulation or amendment to final regulations promulgated by the Secretary under HITECH requires changes

EXHIBIT D

FINANCIAL DISCLOSURE TO ESI PBM CLIENTS

This disclosure provides an overview of the principal revenue sources of Express Scripts, Inc. and Medco Health Solutions, Inc. (individually and collectively referred to herein as "ESI"), as well as ESI's affiliates. In addition to administrative and dispensing fees paid to ESI by our clients for pharmaceutical benefit management ("PBM") services, ESI and its affiliates derive revenue from other sources, including arrangements with pharmaceutical manufacturers, wholesale distributors, and retail pharmacies. Some of this revenue relates to utilization of prescription drugs by members of the clients receiving PBM services. ESI may pass through certain manufacturer payments to its clients or may retain those payments for itself, depending on the contract terms between ESI and the client.

Network Pharmacies – ESI contracts for its own account with retail pharmacies to dispense prescription drugs to client members. Rates paid by ESI to these pharmacies may differ among networks (e.g., Medicare, Worker's Comp, open and limited), and among pharmacies within a network, and by drug arrangements. PBM agreements generally provide that a client pay ESI an ingredient cost, plus dispensing fee, for drug claims. If the rate paid by a client exceeds the rate contracted with a particular pharmacy, ESI will realize a positive margin on the applicable claim. The reverse also may be true, resulting in negative margin for ESI. ESI also enters into pass-through arrangements where the client pays ESI the actual ingredient cost and dispensing fee amount paid by ESI for the particular claim when the claim is adjudicated to the pharmacy. In addition, when ESI receives payment from a client before payment to a pharmacy, ESI retains the benefit of the use of the funds between these payments. ESI may maintain non-client specific aggregate guarantees with pharmacies and may realize positive margin. ESI may charge pharmacies standard transaction fees to access ESI's pharmacy claims systems and for other related administrative purposes.

Brand/Generic Classifications – Prescription drugs may be classified as either a "brand" or "generic;" however, the reference to a drug by its chemical name does not necessarily mean that the product is recognized as a generic for adjudication, pricing or copay purposes. Associated with pharmacy reimbursement, ESI distinguishes brands and generics through a proprietary algorithm ("BGA") that uses certain published elements provided by First DataBank (FDB) including price indicators, Generic Indicator, Generic Manufacturer Indicator, Generic Name Drug Indicator, Innovator, Drug Class and ANDA. The BGA uses these data elements in a hierarchical process to categorize the products as brand or generic. The BGA also has processes to resolve discrepancies and prevent "flipping" between brand and generic status due to price fluctuations and marketplace availability changes. The elements listed above and sources are subject to change based on the availability of the specific fields. Updated summaries of the BGA are available upon request. Brand or generic classification for client reimbursement purposes is either based on the BGA or specific code indicators from Medi-Span or a combination of the two as reflected in the client's specific contract terms. Application of an alternative methodology based on specific client contract terms does not affect ESI's application of its BGA for ESI's other contracts.

Maximum Allowable Cost ("MAC")/Maximum Reimbursement Amount ("MRA") – As part of the administration of the PBM services, ESI maintains a MAC List of drug products identified as requiring pricing management due to the number of manufacturers, utilization and/or pricing volatility. The criteria for inclusion on the MAC List are based on whether the drug has readily available generic product(s), is generally equivalent to a brand drug, is cleared of any negative clinical implications, and has a cost basis that will allow for pricing below brand rates. ESI also maintains MRA price lists for drug products on the MAC List based on current price reference data provided by MediSpan or other nationally recognized pricing source, market pricing and availability information from generic manufacturers and on-line research of national wholesale drug company files, and client arrangements. Similar to the BGA, the elements listed above and sources are subject to change based on the availability of the specific fields. Updated summaries of the MAC methodology are available upon request.

Manufacturer Formulary Rebates, Associated Administrative Fees, and PBM Service Fees – ESI contracts for its own account with manufacturers to obtain formulary rebates attributable to the utilization of certain brand drugs and supplies (and possibly certain authorized generics marketed under a brand manufacturer's new drug application). Formulary rebate amounts received vary based on client specific utilization, the volume of utilization as well as formulary position applicable to the drug or supplies, and adherence to various formulary management controls, benefit design requirements, claims volume, and other similar factors, and in certain instances also may vary based on the product's market-share. ESI often pays an amount equal to all or a portion of the formulary rebates it receives to a client based on the client's PBM agreement terms. ESI retains the financial benefit of the use of any funds held until payment of formulary rebate amounts is made to the client. ESI may maintain non-client specific aggregate guarantees with manufacturers and may realize positive margin. In addition, ESI provides administrative services to contracted manufacturers, which include, for example, maintenance and operation of the systems and other infrastructure necessary for managing and administering the PBM formulary rebate process, pharmacy discount programs, access to drug utilization data, as allowed by law, for purposes of verifying and evaluating applicable payments, and for other purposes related to the manufacturer's products. ESI receives administrative fees from the participating manufacturers for these services. These administrative fees are calculated based on the price of the drug or supplies along with the volume of utilization and do not exceed the greater of (i) 4.58% of the average wholesale price, or (ii) 5.5% of the wholesale acquisition cost of the products. In its capacity as a PBM company, ESI

such activities are conducted in compliance with applicable patient and pharmacy privacy laws and client contract restrictions.

April 7, 2014

THIS EXHIBIT REPRESENTS ESI'S FINANCIAL POLICIES. ESI MAY PERIODICALLY UPDATE THIS EXHIBIT AND THE FINANCIAL DISCLOSURES CONTAINED HEREIN TO REFLECT CHANGES IN ITS BUSINESS PROCESSES; THE CURRENT FINANCIAL DISCLOSURE IS AVAILABLE UPON REQUEST AND ACCESSIBLE ON EXPRESS-SCRIPTS.COM FOR CLIENTS & ADVISORS.

Service Feature	Guarantee	Penalty
Implementation (for new Connecticut Coalition Member Groups only)		
Implementation and Start-up	<p>ESI will guarantee the implementation of Sponsor to be completed in accordance within the mutually agreed upon timelines. Each of ESI's standards is dependent upon receiving specific information from Sponsor. Loading of eligibility and production of ID cards are dependent upon receiving group structure and benefit plan design sign off from Sponsor. A delay in receipt of data or information from Sponsor may require rescheduling of all subsequent deliverable dates.</p> <p>The recommended implementation time frame is 90 days.</p> <p>Communications ESI's Implementation Project Manager (IPM) will provide regular updates to Sponsor tracking the status of the implementation.</p> <p>A completed implementation sign-off manual will be provided to Sponsor upon Sponsor's formal transition from the IPM to the Account Team.</p> <p>The implementation performance guarantee is a one-time only guarantee valid 90 days from Sponsor's effective date.</p>	<p>The following dollars will be paid to Sponsor if ESI does not complete the deliverables by the dates noted in the performance standard, assuming that Sponsor has provided the information necessary to complete these deliverables:</p> <p><i>Benefit Plan Design — \$0</i> <i>Group Structure and Eligibility Load — \$0</i> <i>ID Cards — \$0</i> <i>Toll-Free Telephone Number — \$0</i> <i>Communications — \$0</i></p> <p>The maximum implementation penalty will be \$0.</p>
Implementation Satisfaction	<p>ESI agrees to provide an Implementation satisfaction survey. The assessment will be comprised of specific implementation project plan milestone dates and any new solutions/business practices that were created by both parties throughout the process. A satisfaction rating of 1-5 will be used based on meeting the milestone dates and/or if the new solutions/business practices fulfilled the business requirement need. ESI guarantees an average rating of 4 or greater. This is dependent on the Sponsor providing the necessary information by the agreed upon dates.</p> <p>1 – Date missed by fourteen (14) or more business days due to fault of ESI and/or solution did not fulfil any part of business requirement 2 – Date missed by seven (7) business days or more, but less than fourteen (14) business days, due to fault of ESI and/or solution fulfilled partial business requirement 3 – Date missed by one (1) business day or more, but less than seven (7) business days, due to fault of ESI and/or solution fulfilled minimal business requirement 4 – Date met with anticipated results and/or solution fulfilled business requirement need 5 – Date met by seven (7) business days or more with anticipated results and/or solution better than business requirement need</p> <p>The implementation satisfaction survey is a one-time only guarantee valid 90 days from Sponsor's effective date.</p>	<p>ESI will pay \$0 for an average rating less than 4. ESI will pay \$0 for an average rating less than or equal to 3. ESI will pay \$0 for an average rating less than or equal to 2. ESI will pay \$0 for an average rating less than or equal to 1. In no event shall the total penalty exceed \$0.</p>

Service Feature	Guarantee	Penalty
Data Systems		
Data Systems Availability and Adjudication	ESI guarantees an annual average 99% system availability of the point-of-sale adjudication system on a book-of-business basis. This guarantee excludes systems downtime attributed to regularly scheduled systems maintenance or systems downtime attributed to telecommunications failure or other circumstances outside the control of ESI.	ESI will pay Sponsor \$0 for each full percentage point which the yearly average of the online computer systems availability is below 99%. The maximum annual penalty for availability and adjudication will be \$0.
Reporting		
Timely Production of Management Reports	ESI guarantees access to the online reporting data will be available within an annual average of fifteen (15) business days after the billing cycle that contains the last day of the month.	ESI will put \$0 as a total amount of penalty at risk.
Claims Detail Files	ESI guarantees that all claims detail files sent to external vendors will be provided within eight (8) days of scheduled delivery date.	ESI will put \$0 as a total amount of penalty at risk.
Replacement ID Card Production		
Timely Production of Replacement ID Cards	ESI guarantees that standard replacement ID cards will be produced within an annual average of four (4) business days of the receipt and update of machine-readable eligibility information.	ESI will put \$0 as a total amount of penalty at risk.
Eligibility		
Eligibility — Timeliness of Installations	Accurate and complete eligibility files electronically transmitted by 10:00 A.M. EST, via secured processes acceptable to ESI, will be updated within two (2) business days of receipt.	ESI will put \$0 as a total amount of penalty at risk.
Retail Pharmacy Network		
Network Pharmacy Geographic Access	ESI guarantees that 95% of members (based on client-supplied eligibility) will have access to a network pharmacy within a five-mile radius of their residence if there is an existing pharmacy within that radius. ESI has 90 days to cure, if the percentage drops below the above stated percentages. This standard will be measured and reported annually using information provided by GeoAccess or similar service.	ESI will pay Sponsor \$0 if this standard is not met.
On-site Network Audits	ESI guarantees that 3% of pharmacies in the ESI pharmacy network will be audited on-site based across our book of business. This standard will be measured and reported annually.	ESI will pay Sponsor \$0 if this standard is not met.
Benefit Changes		
Benefit Additions or Changes — Accuracy	ESI guarantees a 98.5% set up accuracy based upon the receipt of complete information on a signed benefit add/change form from the client.	ESI will pay Sponsor \$23,500 per every full percentage point below the standard. Payment based on annual average with total maximum payout of \$10,040
POS Claims Accuracy		
POS Accuracy	ESI guarantees that 99% of POS claims will be processed accurately. This is contingent upon the claims adjudication system being 100% accurate, which will be tested prior to contract start date and signed off on.	ESI will put \$11,750 as a total amount of penalty at risk.

***15-14 Consent Calendar**

Services Agreement with Express Scripts Insurance Company, Inc. regarding Medicare Part-D Employer-Only Sponsored Group Waiver Plan Prescription Drugs for the Period of January 1, 2015 through December 31, 2016.

**Report
of
Committee
on
Contracts**



Submitted: January 20, 2015

Adopted: _____

Attest: Fleeta C Hudson
City Clerk

Approved: _____

Mayor



City of Bridgeport, Connecticut

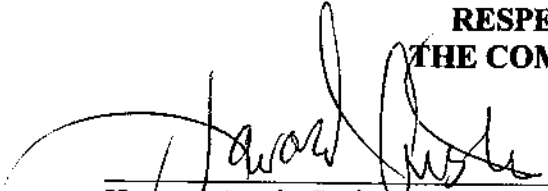
To the City Council of the City of Bridgeport.

The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

***15-14 Consent Calendar**

RESOLVED, That the attached Services Agreement with Express Scripts Insurance Company, Inc. for a Medicare Part-D Employee-Only Sponsored Group Waiver Plan Prescription Drugs for the period of January 1, 2015 through December 31, 2016 be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**



Howard Austin Sr., Co-chair

Richard DeJesus, Co-chair



Susan T. Brannelly

James Holloway

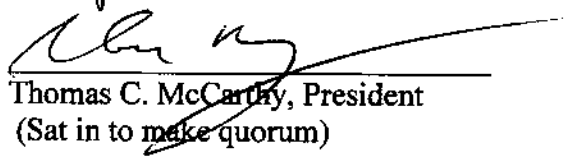


Richard D. Salter, Sr.



Alfredo Castillo

Richard Paoletto



Thomas C. McCarthy, President
(Sat in to make quorum)

**MEDICARE PART D
EMPLOYER-ONLY SPONSORED GROUP WAIVER PLAN
PRESCRIPTION DRUG SERVICES AGREEMENT**

THIS MEDICARE PART D EMPLOYER-ONLY SPONSORED GROUP WAIVER PLAN PRESCRIPTION DRUG SERVICES AGREEMENT ("Agreement"), made as of the date of execution as set forth on the signature page (the "Execution Date"), is entered into by and between Express Scripts Insurance Co., an Arizona corporation ("ESIC"), and CITY OF BRIDGEPORT, on its own behalf and on behalf of the Client Group Health Plan (as defined below) ("Client").

RECITALS

A. ESIC is an approved CMS-contracted prescription drug plan ("PDP") sponsor for an Employer Group Waiver Plan PDP in accordance with CMS regulations, has received approval from the Centers for Medicare and Medicaid Services ("CMS") to serve as a Prescription Drug Plan Sponsor (a "PDP Sponsor") and to provide prescription drug coverage that meets the requirements of, and pursuant to, the Voluntary Prescription Drug Benefit Program set forth in Part D of the Medicare Prescription Drug, Improvement, and Modernization Act of 2003, 42 U.S.C. §1395w-101 through 42 U.S.C. §1395w-152 (the "Act") and all applicable and related rules and regulations promulgated, issued or adopted by CMS or other governmental agencies with jurisdiction over enforcement of the Act, including, but not limited to, 42 C.F.R. §423.1 through 42 C.F.R. §423.910 (with the exception of Subparts Q, R, and S), and the terms of any PDP Sponsor contract between CMS and ESIC (collectively, the "Medicare Drug Rules"); and

B. Pursuant to the waivers granted by CMS under 42 U.S.C. §1395w-132(b), ESIC offers employer-only sponsored group waiver plans ("EGWPs") to employers that wish to provide prescription drug benefits to their Part D Eligible Retirees (as defined below) in accordance with the Medicare Drug Rules; and

C. Client currently provides a prescription drug benefit (the "Current Benefit") to its Part D Eligible Retirees (as defined below) pursuant to a non-Medicare, self-insured welfare benefit plan (the "Client Group Health Plan"); and

D. Client desires to contract with ESIC to offer a prescription drug benefit to Client's Part D Eligible Retirees pursuant to an EGWP that is substantially similar in design to the Current Benefit (the "EGWP Benefit," as further defined below), and as part of the Client Group Health Plan; and

E. Provided that the EGWP Benefit meets the actuarial equivalence standards of the Medicare Drug Rules, as more fully described below, ESIC desires to offer the EGWP Benefit to Client's Part D Eligible Retirees in accordance with the Medicare Drug Rules and pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants herein contained, and pursuant to the terms and subject to the conditions set forth below, ESIC and Client hereby agree as follows:

TERMS AND CONDITIONS

ARTICLE I - DEFINITIONS

Terms not otherwise defined in this Agreement shall have the meanings ascribed to them as set forth below, or as defined in the Medicare Drug Rules.

"Affiliate" means, with respect to ESIC, individually or collectively, any other individual, corporation, partnership, limited liability company, trust, joint venture or other enterprise or entity directly or indirectly controlling (including without limitation all directors and executive officers of such entity), controlled by or under direct or indirect common control of or with ESIC.

"Coverage Gap Discount Program" means the Medicare program that makes manufacturer discounts available to eligible Medicare beneficiaries receiving applicable, covered Medicare Part D drugs, while in the Coverage Gap.

"Covered Drug(s)" means those prescription drugs, supplies, Specialty Products and other items that are covered under the EGWP Benefit, or treated as covered pursuant to a coverage determination or appeal.

"Enrollee Submitted Claim" means (a) a claim submitted by an Enrollee for Covered Drugs dispensed by a pharmacy other than a Participating Pharmacy, (b) a claim submitted by a Enrollee for a vaccination, or (c) a claim for Covered Drugs filled at a Participating Pharmacy for which the Enrollee paid the entire cost of the Covered Product.

"Enrollment File" means the list(s) submitted by Client to ESIC, in accordance with Article II, indicating the Part D Eligible Retirees that Client has submitted for enrollment in the EGWP Benefit, as verified by ESIC through CMS eligibility files.

"EGWP Benefit" means the prescription drug benefit to be administered by ESIC under this Agreement, as defined in the Recitals above and as further described in the Client Group Health Plan document, its summary plan description, and its summary of benefits, the latter of which is attached hereto as Exhibit A, as may be amended from time to time in accordance with the terms of this Agreement.

"EGWP Enrollee" means each Part D Eligible Retiree who is enrolled in the EGWP Benefit in accordance with the terms of this Agreement.

"EGWP Plus" means a prescription drug benefit plan design that provides non-Medicare EGWP coverage supplemental to the standard Part D benefit, and is defined by CMS as other health or prescription drug coverage, and as such, the Coverage Gap Discount is applied before any additional coverage beyond the standard Part D benefit.

"ERISA" means the Employee Retirement Income Security Act, as amended, 29 U.S.C. §1001 et seq.

"ESIC Specialty Pharmacy" means CuraScript, Inc., Accredo Health Group, Inc., Express Scripts Specialty Distribution Services, Inc., or another pharmacy or home health agency wholly-owned or operated by ESIC or one or more of its affiliates that primarily dispenses Specialty Products or provides services related thereto; provided, however, that when the Mail Service Pharmacy dispenses a Specialty Product, it shall be considered an ESIC Specialty Pharmacy hereunder.

"Formulary" means the list of FDA-approved prescription drugs and supplies developed by ESIC's Pharmacy and Therapeutics Committee and/or customized by Client, which meets the requirements of the Medicare Drug Rules, and which is selected and/or adopted by Client. Subject to the requirements of the Medicare Drug Rules, the drugs and supplies included on the Formulary will be modified by ESIC from time to time as a result of factors, including, but not limited to, medical appropriateness, manufacturer Rebate arrangements, and patent expirations. Additions and/or deletions to the Formulary are hereby adopted by Client, subject to Client's discretion, subject to the requirements of the Medicare Drug Rules, to elect not to implement any such addition or deletion through the Set-Up Form process, which such election shall be considered a Client change to the Formulary.

"Generic Drug" means a prescription drug, whether identified by its chemical, proprietary, or non-proprietary name, that is therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient(s) and approved by the FDA, and which is identified as such in ESIC's master drug file using indicators from First Databank (or other source nationally recognized in the prescription drug industry) on the basis of a standard Brand/Generic Algorithm, a copy of which may be made available for review by Client or its Auditor upon request.

"Prescription Drug Claim" means an EGWP Enrollee Submitted Claim or claim for payment of a Covered Product submitted to ESIC by a Participating Pharmacy, Mail Service Pharmacy, or Specialty Pharmacy as a result of dispensing Covered Drugs to an EGWP Enrollee.

"Prescription Drug Plan" or "PDP" shall have the meaning set forth in the Medicare Drug Rules.

"Rebates" means retrospective formulary rebates that are paid to ESIC or its Affiliate pursuant to the terms of a formulary rebate contract negotiated independently by ESIC or its Affiliate with a pharmaceutical manufacturer and directly attributable to the utilization of certain Covered Drugs by EGWP Enrollees under the EGWP Benefit. Rebates do not include Manufacturer Administrative Fees; product discounts or fees related to the procurement of prescription drug inventories by or on behalf of ESIC or its Affiliates owned and operated specialty or mail order pharmacies, as more fully described in Exhibit D; fees received by ESIC from manufacturers for care management or other services provided in connection with the dispensing of Specialty Products; or other fee-for-service arrangements whereby pharmaceutical manufacturers generally report the fees paid to ESIC or its Affiliates for services rendered as "bona fide service fees" pursuant to federal laws and regulations, including, but not limited to the Medicaid "Best Price" rule (collectively, "Other Pharma Revenue"). Such laws and regulations, as well as ESIC's contracts with pharmaceutical manufacturers, generally prohibit ESIC from sharing any such "bona fide service fees" earned by ESIC, whether wholly or in part, with any ESIC client. ESIC represents and warrants that it will not enter into any agreement with a pharmaceutical manufacturer for Other Pharma Revenue in exchange for a reduction of Rebates.

"Set-Up Forms" means any standard ESIC document or form, which when completed and signed by Client (electronic communications from Client indicating Client's approval of a Set-Up Form shall satisfy the foregoing), will describe the essential benefit elements and coverage rules adopted by Client.

"Specialty Product List" means the standard list of Specialty Products and their reimbursement rates applicable to Client under the applicable (exclusive or open) option as updated from time to time. The Specialty Product List is available to Client upon request.

"Specialty Products" means those injectable and non-injectable drugs on the Specialty Product List. Specialty Products, which may be administered by any route of administration, are typically used to treat chronic or complex conditions, and typically have one or more of several key characteristics, including frequent dosing adjustments and intensive clinical monitoring to decrease the potential for drug toxicity and increase the probability for beneficial treatment outcomes; intensive patient training and compliance assistance to facilitate therapeutic goals; limited or exclusive product availability and distribution (if a drug is only available through limited specialty pharmacy distribution it is always considered a Specialty Product); specialized product handling and/or administration requirements.

"True Out-of-Pocket Costs" or "TrOOP" means costs incurred by an EGWP Enrollee or by another person on behalf of an EGWP Enrollee, such as a deductible or other cost-sharing amount, with respect to Covered Drugs, as further defined in the Medicare Drug Rules.

"UM Company" means MCMC, LLC or other independent third party utilization management company contracted by ESIC, subject to and as further described herein.

"Usual and Customary Price" or "U&C" means the retail price charged by a Participating Pharmacy for the particular drug in a cash transaction on the date the drug is dispensed as reported to ESIC or its Affiliate by the Participating Pharmacy.

"Vaccine Claim" means (i) a Medicare Part D covered vaccine claim for reimbursement submitted by a Participating Pharmacy, ESI Mail Pharmacy, ESIC Specialty Pharmacy, physician, or other entity and (ii) a Medicare Part B covered vaccine claim submitted by a Participating Pharmacy. Vaccine Claim is a Prescription Drug Claim for purposes of this Agreement.

internal analyses and comparisons; clinical, safety and/or trend programs; ASES; or other ESIC business purposes, in all cases subject to applicable law.

2.4 Group Enrollment. Subject to each individual's right to opt out, as described below, Client shall enroll Part D Eligible Retirees in the EGWP Benefit through a group enrollment process, as further described in and permitted under the Medicare Drug Rules. Client agrees that it will comply with all applicable requirements for group enrollment in EGWPs as set forth in the Medicare Drug Rules and related CMS guidance, and as described and required by ESIC's policies and procedures.

2.5 Enrollment File. No later than thirty (30) days prior to the Effective Date and the first day of each EGWP Benefit enrollment period thereafter, so long as this Agreement is in effect, Client shall provide an Enrollment File to ESIC via the communication medium reasonably requested by ESIC that lists those Part D Eligible Retirees for whom Client intends to make application for enrollment in the EGWP Benefit (i.e., those Part D Eligible Retirees who have not opted out of the group enrollment process) for that contract year. Client represents and warrants that all information it provides to ESIC in the Enrollment File will be complete and correct. Client shall communicate all new enrollments (i.e., individuals who become eligible to participate in the EGWP Benefit outside of an annual election period), requested retroactive enrollments of Part D Eligible Retirees, and disenrollments from the EGWP Benefit via the communication medium reasonably requested by ESIC. ESIC agrees to process retroactive enrollment requests pursuant to the requirements of the Medicare Drug Rules.

2.6 Implementation.

(a) ESIC's Responsibilities. ESIC shall implement the Enrollment File following confirmation of the eligibility of the Part D Eligible Retirees listed on the Enrollment File with CMS eligibility files. A Part D Eligible Retiree will not be enrolled in the EGWP Benefit unless such individual is listed on both the Enrollment File submitted by Client and the CMS eligibility files. If an individual is listed on the Enrollment File provided by Client, but is not eligible for participation according to CMS eligibility files, then ESIC shall notify Client in a timely manner regarding such individual's ineligibility. ESIC will work with Client to determine if such individual has been rejected due to an administrative or clerical error (e.g., data field standards errors, rejections related to information input by ESIC related to the EGWP Benefit into the CMS system, etc.), or an error requiring individual retiree contact, and if so in either case, ESIC will take appropriate action and attempt to correct such error and resubmit the individual through the CMS system. Client acknowledges and agrees that ESIC may update in the Enrollment File any and all information concerning Part D Eligible Retirees upon receipt of corrected information from CMS, and ESIC may use such corrected information to obtain a Part D Eligible Retiree's enrollment in the EGWP Benefit. For all Part D Eligible Retirees that have been included by Client in the Enrollment File, but who are ultimately determined to be ineligible for participation in the EGWP Benefit, ESIC or its Affiliate shall notify the individual of his or her ineligibility in the EGWP Benefit and take all other action as required by applicable law. ESIC shall communicate to Client any changes to a Part D Eligible Retiree's information in the Enrollment File based upon updates or corrections received from CMS.

(b) Incomplete Enrollment File Information. Client's submission to ESIC of an inaccurate or incomplete Enrollment File (e.g., missing date of birth, last name, first name, etc.) or otherwise of incomplete information with respect to any individual Part D Eligible Retiree may result in a rejection of the Part D Eligible Retiree's enrollment in the EGWP Benefit. ESIC will provide Client with regular reports providing the details of all such incomplete information needed to enroll Part D Eligible Retirees. Client acknowledges and agrees that ESIC may contact Client's Part D Eligible Retirees to obtain the information required hereunder and that ESIC will update the Enrollment File on Client's behalf to reflect additional information needed to complete enrollment of the Part D Eligible Retirees in the EGWP Benefit. If ESIC, using reasonable efforts, is not able to obtain all missing information from a Part D Eligible Retiree within twenty-one (21) days after receiving Client's initial request for enrollment of the Part D Eligible Retiree in the EGWP Benefit, then Client's request shall be deemed cancelled and ESIC or its Affiliate shall notify the individual of his or her non-enrollment in the EGWP Benefit and shall take all other action as required by applicable law.

EGWP Benefit under this Agreement. To the extent ESIC has agreed in this Agreement to pay Client amounts equal to such payments, ESIC shall pay such amounts to Client within forty-five (45) days of ESIC's receipt of payments from CMS; provided, further, that any related PMPM Fees (as defined in Section 5.2(b)) associated with the retroactive enrollment or disenrollment, as the case may be, shall be adjusted in accordance with the applicable terms of this Agreement.

ARTICLE III – PRESCRIPTION DRUG SERVICES

3.1 Exclusivity. Client acknowledges and agrees that, in the event Client offers its Part D Eligible Retirees more than one Part D benefit option, the eligibility determinations, enrollment and disenrollment and other administration of such Part D options will require extensive coordination with the administration of the EGWP Benefit. For these reasons, Client agrees that Client shall use ESIC as Client's exclusive provider of all Medicare Part D services for its Part D Eligible Retirees during the term of this Agreement. The terms and conditions of Client's and ESIC's arrangements for Part D options other than the EGWP Benefit shall be set forth in separate agreements.

3.2 Prescription Drug Services. In exchange for the fees set forth in Exhibit B, ESIC will administer the EGWP Benefit for EGWP Enrollees in accordance with the terms and conditions of this Agreement. Such administrative services will include: pharmacy network contracting; Mail Service Pharmacy and Specialty Products services; Prescription Drug Claim processing; Formulary and Rebate administration; Medication Therapy Management; services cost containment, clinical, safety, adherence, and other like programs (collectively, "Prescription Drug Services"), as further described in Sections 3.7 through 3.10. All Prescription Drug Services shall be provided by ESIC in accordance with the Medicare Drug Rules and the terms of the EGWP Benefit. Client acknowledges and agrees that ESIC may provide Prescription Drug Services under this Agreement through one or more of its Affiliates. ESIC will have written agreements with each Affiliate that will perform services on behalf of ESIC in connection with the EGWP Benefit that meet the requirements the Medicare Drug Rules for subcontractors of PDP Sponsors.

3.3 The EGWP Benefit. The EGWP Benefit will satisfy all actuarial equivalence standards set forth in the Medicare Drug Rules. Client hereby agrees to cooperate with ESIC to perform the necessary actuarial equivalence calculations to determine whether the EGWP Benefit meets the foregoing actuarial equivalence standards prior to the Effective Date. If ESIC determines that the EGWP Benefit does not meet the actuarial equivalence standards, then Client shall cooperate with ESIC to make necessary adjustments to the EGWP Benefit design to meet the actuarial equivalence standards.

3.4 Changes to the EGWP Benefit. Client shall have the right to request changes to the terms of the EGWP Benefit from time to time by providing written notice to ESIC. ESIC shall implement any such requested changes, subject to the following conditions: (a) all changes to the EGWP Benefit must be consistent with the Medicare Drug Rules; (b) the EGWP Benefit, after implementation of such changes, must continue to meet the actuarial equivalence standards referenced in Section 3.3 above; (c) EGWP Benefit changes may be implemented only at times and in the manner permitted by the Medicare Drug Rules; and (d) any requested change that would increase ESIC's costs of administering the EGWP Benefit without an equivalent increase in reimbursement to ESIC from Client shall not be implemented unless and until Client and ESIC agree in writing upon a corresponding amendment to the reimbursement terms of this Agreement.

3.5 EGWP Enrollee Communications. All standard EGWP Enrollee communications concerning the EGWP Benefit (i.e., summary plan description, evidence of coverage, etc.) shall be mutually developed by ESIC and the Client pursuant to the Medicare Drug Rules, including the CMS Marketing Guidelines contained therein. ESIC shall be responsible, with assistance from Client, in completing the EGWP Enrollee communications and distributing them to EGWP Enrollees as appropriate. Pursuant to the Medicare Drug Rules, ESIC must provide all such EGWP Enrollee communications to CMS for review. If CMS notifies ESIC that any such EGWP Enrollee communication is deficient, Client agrees to assist ESIC to make necessary revisions to such EGWP Enrollee communication to correct such deficiency.

supplemental coverage will be subject to and managed under the terms of the Commercial Agreement. ESIC will perform the following additional coordination of benefits with Client's EGWP supplemental coverage: Coordination of benefits for Medicare Part D applicable drugs throughout the EGWP Benefit and the EGWP supplemental coverage; single transaction for EGWP Enrollees at POS utilizing Medicare Part D eligibility and a single ID card; utilize EGWP Enrollee eligibility established under Medicare Part D plan; comprehensive EGWP Enrollee communications package on the EGWP supplemental coverage; all CMS required reporting; claims reporting detailing primary and secondary payments; and financial reporting detailing application of Coverage Gap Discount Program.

(c) Utilization Management. Consistent with the terms of the EGWP Benefit, ESIC will establish a reasonable and appropriate drug management program that includes incentives to reduce costs when medically appropriate; maintains policies and systems to assist in preventing over-utilization and under-utilization of prescribed medications, according to guidelines specified by CMS and in accordance with the Medicare Drug Rules. Further, in connection with each prescription submitted for processing on-line by a Participating Pharmacy, ESIC will perform standard drug utilization review ("DUR") in order to assist the dispensing pharmacist and prescribing physician in identifying potential drug interactions, incorrect prescriptions or dosages, and certain other circumstances that may be indicative of inappropriate prescription drug usage. ESIC's DUR processes are not intended to substitute for the professional judgment of the prescriber, the dispensing pharmacist or any other health care professional providing services to the EGWP Enrollee.

(d) Quality Assurance. Consistent with the terms of the EGWP Benefit, ESIC will establish quality assurance measures and systems to reduce medication errors and adverse drug interactions and improve medication use in accordance with the Medicare Drug Rules.

(e) TrOOP. Consistent with the terms of the EGWP Benefit, ESIC will establish and maintain a system to record EGWP Enrollees' TrOOP balances, and shall communicate TrOOP balances to EGWP Enrollees upon request.

(f) Coverage Determinations and Appeals. The parties acknowledge and agree that ESIC is required under the Medicare Drug Rules to maintain oversight of coverage determinations under the EGWP Benefit, including prior authorizations and EGWP Enrollee Submitted Claims determinations, and to maintain an appeals process for EGWP Enrollees. Client acknowledges and agrees that ESI may perform such services through the UM Company. ESIC or the UM Company, as applicable, will be responsible for conducting the appeal in a manner consistent with the requirements of the Medicare Drug Rules and shall ensure that the contract with the UM Company complies with the applicable delegation requirements of the Medicare Drug Rules, including without limitation 42 C.F.R. §423.505. ESI represents to Client that UM Company has contractually agreed that: (A) UM Company will conduct appeals in accordance with the Medicare Drug Rules and the EGWP Benefit, (B) Client is a third party beneficiary of UM Company's agreement with ESIC or its Affiliate (a copy of which is available upon request) and the remedies set forth therein, and (C) UM Company will indemnify Client for third party claims caused by the UM Company's negligence or willful misconduct in providing the appeal services.

(g) EOBs. ESIC will furnish EGWP Enrollees, in a manner specified by CMS, a written explanation of benefits ("EOB") when prescription drug benefits are provided under qualified prescription drug coverage consistent with the requirements of the Medicare Drug Rules.

(h) EGWP Enrollee Services. ESIC will provide 24-hours a day, 7-days a week toll-free telephone, IVR and Internet support to assist Client and EGWP Enrollees with EGWP Enrollee eligibility, benefits and TrOOP verification, location of Participating Pharmacies and other related EGWP Enrollee concerns.

(i) Prior Authorization. For the fees set forth in the Clinical Programs described in Exhibit B-2 (if applicable), ESIC will provide prior authorization ("PA") services as specified and directed by Client for drugs designated on the Set-Up Form. Prior authorized drugs must meet Client-approved guidelines ("Guidelines") before they are deemed to be Covered Drugs. Unless Client otherwise directs, Client

of the payments it receives approximately 120 days following the end of the quarterly period. Payments attributable to amounts that ESIC or its Affiliate receives later than 120 days following the end of a quarter shall be included by ESIC in the next quarterly payment. ESIC and its Affiliate retain all right, title and interest to any and all actual Rebates received from manufacturers, except that ESIC shall pay Client amounts equal to the Rebate amounts allocated to Client, as specified on Exhibit B, from ESIC's or its Affiliate's general assets (neither Client nor its EGWP Enrollees retain any beneficial or proprietary interest in ESIC's or its Affiliate's general assets). Client acknowledges and agrees that neither it nor its EGWP Enrollees shall have a right to interest on, or the time value of, any Rebate payments received by ESIC or its Affiliates during the collection period or moneys payable under this Section. No Rebates shall be paid until this Agreement is executed by Client. ESIC shall have the right to apply Client's allocated Rebate amount to unpaid Fees and shall have the right to delay payment of Rebates to allow for final adjustments upon termination of this Agreement.

(d) Client acknowledges that it may be eligible for Rebate amounts under this Agreement only so long as Client, its affiliates, or its agents do not contract directly or indirectly with anyone else for discounts, utilization limits, rebates or other financial incentives on pharmaceutical products or formulary programs for claims processed by ESIC pursuant to this Agreement, without the prior written consent of ESIC. In the event that Client negotiates or arranges with a pharmaceutical manufacturer for Rebates or similar discounts for any Covered Drugs hereunder, but without limiting ESIC's or its Affiliate's right to other remedies, ESIC may immediately withhold any Rebate amounts earned by, but not yet paid to, Client as necessary to prevent duplicative rebates on Covered Drugs. To the extent Client knowingly negotiates and/or contracts for discounts or rebates on claims for Covered Drugs without prior written approval of ESIC, such activity shall be deemed to be a material breach of this Agreement, entitling ESIC to suspend payment of Rebate amounts hereunder and to renegotiate the terms and conditions of this Agreement.

(e) On at least an annual basis, and as otherwise required under the Medicare Drug Rules, ESIC shall disclose to Client the amount of all Rebates received from Manufacturers or otherwise retained by ESIC or its Affiliate with respect to the Rebate eligible EGWP Benefit utilization. Client and ESIC shall coordinate disclosure to CMS of all Rebates and, if applicable, reported to Client by ESIC in connection with any Medicare utilization to the extent required by the Medicare Drug Rules.

(f) Under its Rebate program, ESIC may implement ESIC's Formulary management programs and controls, which may include, among other things, cost containment initiatives, and communications with EGWP Enrollees, Participating Pharmacies, and/or physicians. ESIC reserves the right to modify or replace such programs from time to time. Guaranteed Rebate amounts, if any, set forth herein, are conditioned on adherence to various Formulary management controls, benefit design requirements, claims volume, and other factors stated in the applicable pharmaceutical manufacturer agreements, as communicated by ESIC to Client from time to time. If any government action, change in law or regulation, change in the interpretation of any law or regulation, or any action by a pharmaceutical manufacturer has an adverse effect on the availability of Rebates, then ESIC may make an adjustment to the Rebate terms and guaranteed Rebate amounts, if any, hereunder.

(g) Rebate paid to Client pursuant to this Agreement are intended to be treated as "discounts" pursuant to the federal anti-kickback statute set forth at 42 U.S.C. §1320a-7b and implementing regulations. Client is obligated if requested by the Secretary of the United States Department of Health and Human Services, or as otherwise required by applicable law, to report the Rebate amounts and to provide a copy of this notice. ESIC will refrain from doing anything that would impede Client from meeting any such obligation.

3.12 Late Enrollment Penalty. Client agrees to and attests that it shall comply with the applicable CMS requirements of the LEP and shall comply with ESIC's LEP policy, including participating with ESIC in the following process:

(a) Client has an option to: (i) provide an initial global attestation to ESIC to attest to a creditable coverage for all of its EGWP Enrollees; or (ii) periodically provide an attestation to ESIC to

agreement. Any request by Client to permit an Auditor to perform an audit will constitute Client's direction and authorization to ESIC to disclose PHI to the Auditor.

4.5 Government Audits. ESIC and Client agree to allow the United States Department of Health and Human Services ("DHHS") and the Comptroller General, or their designees, the right to audit, evaluate, inspect books, contracts, medical records, patient care documentation and other records relating to covered services under this Agreement, as are reasonably necessary to verify the nature and extent of the costs of the services provided to EGWP Enrollees under this Agreement, for a period of the then current plan year, plus an additional ten (10) years following termination or expiration of the Amendment for any reason, or until completion of any audit, whichever is later.

4.6 Liability Insurance. Each party shall maintain such policies of general liability, professional liability and other insurance of the types and in amounts customarily carried by their respective businesses. Proof of such insurance shall be available upon request. ESIC agrees, at its sole expense, to maintain during the term of this Agreement or any renewal hereof, commercial general liability insurance, pharmacists professional liability insurance for the ESIC Mail Service and ESIC Specialty Pharmacies, and managed care liability with limits, excess of a self insured retention, in amounts of not less than \$5,000,000 per occurrence, and in the aggregate. ESIC or its Affiliate does not maintain liability insurance on behalf of any Participating Pharmacy, but does contractually require such pharmacies to maintain a minimum amount of commercial liability insurance or, when deemed acceptable by ESIC or its Affiliate, to have in place a self-insurance program.

ARTICLE V – MONTHLY PREMIUMS; FEES; BILLING AND PAYMENT

5.1 Monthly Premiums.

(a) Collection of Monthly Premium Amounts. In accordance with the Medicare Drug Rules, ESIC hereby delegates the premium collection function to Client and hereby directs Client, on behalf of ESIC, to collect all monthly premium payments due from EGWP Enrollees for participation in the EGWP Benefit. In connection with ESIC's delegation of the premium collection function to Client under this Section 5.1(a), Client hereby agrees as follows:

(i) That in no event, including, but not limited to, nonpayment by ESIC of any amounts due by ESIC to Client pursuant to this Agreement, ESIC's insolvency, or ESIC's breach of this Agreement, will Client bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against an EGWP Enrollee or persons acting on his or her behalf for payments that are the financial responsibility of ESIC under this Agreement. The foregoing is not intended to prohibit Client from collecting premium amounts due by EGWP Enrollees for participation in the EGWP Benefit;

(ii) That the DHHS, the Comptroller General, or their designees shall have the right to inspect, evaluate, and audit pertinent contracts, books, documents, papers and records of the Client involving Client's collection of premium amounts from EGWP Enrollees, and that DHHS', the Comptroller General's, or their designees' right to inspect, evaluate, and audit any such pertinent information will exist through ten (10) years from the date of termination or expiration of this Agreement, or from the date of completion of any audit, whichever is later;

(iii) That if ESIC or CMS determines that Client is not performing the premium collection function in compliance with all applicable Medicare Drug Rules and Client is unable to cure such noncompliance within thirty (30) days following notice from ESIC or CMS, then ESIC may, at its sole discretion, either: (i) upon prior written notice to Client, revoke all or a portion of such delegated function as ESIC deems necessary to effectuate ESIC's ultimate responsibility to CMS for the performance of such delegated function under ESIC's contract with CMS; or (ii) negotiate an alternative remedy in lieu of revocation of delegation, so long as such remedy conforms to the requirements of the Medicare Drug Rules; and

Client shall reimburse ESIC for, all amounts deemed by CMS to be ineligible Low Income Subsidy premium payments with respect to the EGWP Enrollee.

(c) Reporting and Auditing of Premium Amounts; Non-Payment by EGWP Enrollees. Upon reasonable advance written notice, ESIC or its Affiliate shall have access to Client's records in order to audit the monthly premium amounts collected from EGWP Enrollees for the purposes of fulfilling reporting requirements under the Medicare Drug Rules or applicable state insurance laws related to collection of such premium amounts or to otherwise assess compliance with the Medicare Drug Rules in connection with the collection of such premium amounts. Any audits performed by ESIC or its Affiliate pursuant to this Section 5.1(c) will be at ESIC's expense. Client acknowledges and agrees that neither ESIC nor its Affiliate shall be responsible to Client for non-payment by any EGWP Enrollee of any monthly premium amount due by such EGWP Enrollee for participation in the EGWP Benefit. Client further acknowledges and agrees that in the event that either Client or ESIC (through any audit) determines that Client has collected a greater premium amount from an EGWP Enrollee than is due, that Client shall promptly refund any such overpayment to the EGWP Enrollee.

5.2 Billing. ESIC or its Affiliate will bill Client for, and Client shall pay ESIC or its Affiliate, (i) twice a month for the Claims Reimbursement Amount (as defined below) for such billing period; and (ii) twice a month for any Administrative Services Fees (as defined below) incurred by Client during the previous month (or earlier if not yet invoiced to Client). In addition, on a monthly basis, ESIC will bill Client for, and Client shall pay ESIC, the PMPM Fees (as defined below) due for such period, Claims Reimbursement Amount, PMPM Fees, and Administrative Services Fees to be referred to collectively as "Fees". For purposes of this Section 5.2:

(a) "Claims Reimbursement Amount" means, with respect to any period, the amount equal to:

(i) The aggregate amount of reimbursement due from Client to ESIC for Covered Drugs dispensed to EGWP Enrollees by the Pharmacies, and, if applicable, for EGWP Enrollee Submitted Claims during such period, including dispensing fees and all associated claims processing administrative fees, based on the reimbursement rates and pricing terms set forth on Exhibit B;

minus

(ii) Monthly beneficiary premiums paid to ESIC by EGWP Enrollees (but not including premiums collected by Client on ESIC's behalf pursuant to Section 5.1(b) to the extent such premium funds are not transferred by Client to ESIC), if any.

(b) "PMPM Fees" means, with respect to any period, all per EGWP Enrollee per month administrative fees ("PMPM Fees") as set forth on Exhibit B-2 for such period.

(c) "Administrative Services Fees" means the fees incurred by Client, if any, for ESIC's or its Affiliate's performance of the administrative services listed in the Administrative Fees table set forth on Exhibit B.

5.3 CMS Reimbursement.

(a) CMS Reimbursement Payment Terms. ESIC will pay Client an amount equal to the total amount paid to ESIC by CMS for the following: (1) advance direct subsidy monthly payments paid to ESIC, if any, by CMS with respect to EGWP Enrollees, (2) reinsurance subsidy payments, if any, paid to ESIC by CMS with respect to the EGWP Benefit, (3) low-income subsidy payments paid to ESIC by CMS, if any, with respect to EGWP Enrollees and subject to the provisions of Section 5.1(b) of this Agreement, and (4) any other reimbursement payment by CMS to ESIC, if any, for coverage provided to EGWP Enrollees under the EGWP Benefit for such period (each as further defined in the Medicare Drug Rules) (collectively, "CMS Reimbursement"). ESIC will pay amounts representing CMS Reimbursement,

responsible for all costs of collection and shall reimburse ESIC for such costs and expenses, including reasonable attorneys' fees. Any amounts not paid by the due date thereof shall bear interest at the rate of prime lending rate as published by *The Wall Street Journal* plus two percent (2%) per annum, or, if lower, the highest interest rate permitted by law. If Client disputes any item on any invoice, Client shall state the amount in dispute in writing within thirty (30) days of the date of the invoice. Client shall pay the full amount invoiced and shall notify ESIC of the disputed amount. ESIC also shall have the option to retain amounts owed to Client based on CMS Reimbursement and Rebates with respect to EGWP Enrollee utilization to apply against unpaid Fees.

5.6 Manufacturer Coverage Gap Discount.

(a) Pursuant to its CMS contract, ESIC has agreed to administer for EGWP Enrollees at point-of-sale the Coverage Gap Discount authorized by section 1860D-14A of the Social Security Act. In connection with the Coverage Gap Discount, CMS will coordinate the collection of discount payments from manufacturers, and payment to ESIC, through a CMS contractor (the "Coverage Gap Discount Payments"). Subject to Section 5.4(a) above, ESIC agrees to periodically remit to Client amounts equal to 100% of the Coverage Gap Discount Payments received by ESIC within forty-five (45) days following ESIC's receipt of such Coverage Gap Discount Payments. ESIC and its Affiliate retain all right, title and interest to any and all actual Coverage Gap Discount Payments received from CMS, except that ESIC shall pay Client amounts equal to the Coverage Gap Discount Payments amounts allocated to Client, as specified in this Agreement, from ESIC's or its Affiliate's general assets (neither Client nor its EGWP Enrollees retain any beneficial or proprietary interest in ESIC's or its Affiliate's general assets). Client acknowledges and agrees that neither it nor its EGWP Enrollees shall have a right to interest on, or the time value of, any Coverage Gap Discount Payments received by ESIC or its Affiliates during the collection period or moneys payable under this Section. No Coverage Gap Discount Payments shall be paid until this Agreement is executed by Client. ESIC shall have the right to apply Client's allocated Coverage Gap Discount Payments amount to unpaid Fees and shall have the right to delay payment of Coverage Gap Discount Payments to allow for final adjustments upon termination of this Agreement. Notwithstanding anything contained in this Section 5.6, Client shall retain all right, title, and interest to the amounts that ESIC is contractually obligated to pay Client hereunder, and failure by ESIC to pay such amounts will constitute a breach of this Agreement.

(b) If the EGWP Benefit administered by ESIC under this Agreement for Client includes EGWP Plus design elements, then the Coverage Gap Discount will be coordinated with the Client Group Health Plan consistent with Medicare Part D Rules.

5.7 Deposit. If, at any time: (i) Client has two or more invoices past due and outstanding, or (ii) ESIC has reasonable grounds to believe Client may be delinquent in payment of fees based on Client's financial data (e.g., persistent negative cash flow, bankruptcy or insolvency), ESIC may require that the Client provide to ESIC a one (1) month deposit amount using the last three (3) months of billing history as the basis for determining the one (1) month deposit amount or, if three (3) months billing history is not available, the most recent month of billing history as the basis. ESIC will retain the deposit until the earlier of termination of this Agreement (following any run-off period), or six (6) consecutive months of timely payments of all Fees following submission of the deposit, and may apply the deposit to delinquent fees until return of the deposit.

ARTICLE VI - CONFIDENTIALITY

6.1 Proprietary Information. Each party agrees that information of the other party, including, but not limited to the following, shall constitute confidential and proprietary information ("Proprietary Information") of the other party unless otherwise public: (a) with respect to ESIC and its Affiliate: reporting and system applications, (web-based and other media), and system formats, databanks, clinical and formulary management operations and programs, fraud, waste and abuse tools and programs, and manuals, anonymized claims data (de-identified in accordance with HIPAA), ESIC Specialty Pharmacy and Mail Service Pharmacy data, information concerning Rebates, prescription drug evaluation criteria, drug choice management, drug pricing information, and Participating Pharmacy agreements; and (b) with

ARTICLE VIII - TERM AND TERMINATION; DEFAULT AND REMEDIES

8.1 Term. The initial term of this Agreement (the "Initial Term") shall commence on the Execution Date, and coverage of EGWP Enrollees under the EGWP Benefit shall begin as of January 1, 2015 (the "Effective Date"). Unless earlier terminated as provided herein, the Initial Term shall continue for two (2) years until December 31, 2016 (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) year renewal terms, unless and until either party notifies the other of its intent not to renew the Agreement in writing at least ninety (90) days prior to the expiration of the then current term. This Agreement may be terminated earlier during the Initial Term or any renewal terms pursuant to Section 8.2 below.

8.2 Termination.

(a) Breach or Default. Either party may give the other written notice of a material, substantial and continuing breach of this Agreement. If the breaching party has not cured said breach within thirty (30) days from the date such notice was sent, this Agreement may be terminated at the option of the non-breaching party. If the amount of time commercially reasonable for the breach to be cured is longer than thirty (30) days, this Agreement may not be terminated by the non-breaching party pursuant to this provision until such commercially reasonable period of time has elapsed; provided, however, that in no event shall such period exceed sixty (60) days.

(b) Termination of ESIC's Contract with CMS. If at any time throughout the term of this Agreement, CMS either does not renew its contract with ESIC or terminates its contract with ESIC such that ESIC may no longer provide services as a PDP Sponsor under the Medicare Drug Rules, then this Agreement shall be automatically terminated conterminously with such CMS contract termination.

(c) Non-Payment. To the extent permitted by the Medicare Drug Rules and other applicable laws, ESIC and its Affiliate may terminate or suspend their performance hereunder and cease providing or authorizing provision of Covered Drugs to EGWP Enrollees upon forty-eight (48) hours written notice if Client fails to pay ESIC or provide a deposit, if required, in accordance with the terms of this Agreement. ESIC also may offset amounts overdue to ESIC with CMS Reimbursement amounts, Rebate amounts or other fees owed, if any, by ESIC to Client. To the extent permitted by law, ESIC may suspend Mail Service Pharmacy and/or ESIC Specialty Pharmacy services to any EGWP Enrollee who is in default of payment of any Copayments or deductibles to the applicable Pharmacy.

(d) Insolvency; Regulatory Action. To the extent permitted by applicable law, ESIC may terminate this Agreement, or suspend performance hereunder, upon the insolvency of Client, and Client may terminate this Agreement upon the insolvency of ESIC. The "insolvency" of a party shall mean the filing of a petition commencing a voluntary or involuntary case (if such case is an involuntary case, then only if such case is not dismissed within sixty (60) days from the filing thereof) against such party under the United States Bankruptcy Code or applicable state law; a general assignment by such party for the benefit of creditors; the inability of such party to pay its debts as they become due; such party's seeking or consenting to, or acquiescence in, the appointment of any trustee, receiver or liquidation of it, or any material part of its property; or a proceeding under any state or federal agency declaration or imposition of receivership, composition, readjustment, liquidation, insolvency, dissolution, or like law or statute, which case or proceeding is not dismissed or vacated within sixty (60) days. Notwithstanding the preceding, in the event of Client's insolvency or other cessation of operations, ESIC agrees to require Participating Pharmacies to continue to provide prescription drug services to EGWP Enrollees if required by the Medicare Drug Rules and all other applicable federal and state laws relating to insolvency or other cessation of operations or termination. Nothing herein shall be interpreted to require ESIC or Pharmacies to provide services without being paid for Covered Drugs or Prescription Drug Services.

reasonable steps to mitigate any disruption in service to EGWP Enrollees. Notwithstanding the preceding, ESIC may (a) delay payment of any final CMS Reimbursement amounts, Rebate amounts or other amounts due Client, if any, to allow for final reconciliation of any outstanding amount owed by Client to ESIC, or (b) request that Client pay a reasonable deposit in the event ESIC is requested to process after the Termination Date claims incurred on or prior to such date.

8.5 Survival. The parties' rights and obligations under Sections 3.7 and 3.8(f); Articles V, VI and VII; and Sections 8.3, 8.4, and 8.5 shall survive the termination of this Agreement for any reason.

ARTICLE IX - MISCELLANEOUS

9.1 Notice. Any notice or document required or permitted to be delivered pursuant to this Agreement must be in writing and shall be deemed to be effective upon mailing and must be either (a) deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, or (b) sent by recognized overnight delivery service, in either case properly addressed to the other party at the address set forth below, or at such other address as such party shall specify from time to time by written notice delivered in accordance herewith:

ESIC: Express Scripts Insurance Co.
Attn: President
One Express Way
St. Louis, Missouri 63121
with copy to: General Counsel
Fax: 800-417-8163

Client: City of Bridgeport
Attn: Rich Weiner
45 Lyon Terrace
Bridgeport, CT 06604

9.2 Independent Parties. No provision of this Agreement is intended to create or shall be construed to create any relationship between ESIC or its Affiliate and Client other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither party, nor any of their respective representatives, shall be construed to be the partner, agent, fiduciary, employee, or representative of the other and neither party shall have the right to make any representations concerning the duties, obligations or services of the other except as consistent with the express terms of this Agreement or as otherwise authorized in writing by the party about which such representation is asserted.

9.3 Assignment and Subcontracting. Client acknowledges and agrees that ESIC may perform certain services hereunder (e.g., mail service pharmacy and specialty pharmacy services) through one or more ESIC subsidiaries or Affiliates. ESIC is responsible and liable for the performance of its subsidiaries and Affiliates in the course of their performance of any such service. To the extent that ESIC subcontracts any PBM Service under this Agreement to a third party, ESIC is responsible and liable for the performance of any such third party. In addition, ESIC may contract with third parties to provide information technology support services and other ancillary services, which services are not PBM Services hereunder, but rather are services that support ESIC's conduct of its business operations. This Agreement will be binding upon, and inure to the benefit of and be enforceable by, the respective successors and permitted assigns of the parties hereto.

9.4 Integration. This Agreement and any Exhibits hereto constitute the entire understanding of the parties hereto and supersede any prior oral or written communication between the parties with respect to ESIC's provision of Prescription Drug Services to Client and EGWP Enrollees as a PDP Sponsor of the EGWP Benefit under the Medicare Drug Rules. The parties hereby expressly agree that this Agreement and the Commercial Agreement are separate and independent agreements that stand on their own and

9.14 Federal Funds. The parties acknowledge that information provided in connection with this Agreement is used for purposes of obtaining federal funds and, as such, the parties are subject to certain laws that are applicable to individuals and entities receiving federal funds.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year below set forth.

EXPRESS SCRIPTS INSURANCE CO.

CITY OF BRIDGEPORT

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Federal ID Number: _____

SCHEDULE 5.1(a)(iv)

If Client engages a subcontractor ("Subcontractor") to perform any of the functions that ESIC has delegated to Client to perform under this Agreement, Client shall do so pursuant to a written agreement that includes the following terms, conditions, and provisions:

1. The agreement between Client and Subcontractor (the "Subcontract") must clearly identify the parties to the Subcontract.
2. The Subcontract must describe the functions that are being delegated to and performed by the Subcontractor.
3. The Subcontract must describe the manner in which Client will monitor the performance of the Subcontractor on an ongoing basis, specifically to monitor compliance with the Medicare Drug Rules.
4. The Subcontract must describe any reporting requirements that the Subcontractor has to Client.
5. The Subcontract must describe the payment that the Subcontractor will receive for performance under the Subcontract.
6. The Subcontractor must agree that the United States Department of Health and Human Services ("DHHS"), the Comptroller General, or their designees have the right to inspect, evaluate, and audit any pertinent contracts, books, documents, papers and records (including medical records and documentation) of the Vendor involving transactions related to the Centers for Medicare and Medicaid Services' ("CMS") contract with ESIC for a period of ten (10) years following the expiration or termination of the Subcontract or the date of any audit completion, whichever is later.
7. The Subcontractor must agree pursuant 42 CFR § 423.505(i)(3)(iv) to produce upon request by CMS, or its designees, any books, contracts, records, including medical records and documentation of the PDP Sponsor, relating to the Part D program, to either the PDP Sponsor to provide to CMS, or directly to CMS or its designees.
8. The Subcontractor must agree that in no event, including, but not limited to, nonpayment by Client, Client's insolvency, or breach of the Subcontract, will the Subcontractor bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a beneficiary of Client or persons acting on his or her behalf for services provided by the Subcontractor pursuant to the Subcontract.
9. The Subcontract must: (i) specify that the Subcontractor will perform all services under the Subcontract in a manner that is consistent with and that complies with ESIC's contractual obligations under its contract with CMS; (ii) specify that the Subcontractor agrees to comply with all applicable federal laws, regulations, and CMS instructions; and (iii) provide for revocation of the Subcontractor's delegated activities and reporting responsibilities or specify other remedies in instances when CMS, Client, or ESIC determine that the Subcontractor has not performed satisfactorily.
10. The Subcontract must require the Subcontractor to agree to comply with state and federal privacy and security requirements, including the confidentiality and security provisions stated in 42 CFR §423.136.
11. The Subcontract must include an acknowledgment by the parties that information provided in connection with the Subcontract is used for purposes of obtaining federal funds.

EXHIBIT B

**PHARMACY REIMBURSEMENT RATES
ADMINISTRATIVE SERVICES AND FEES
STANDARD REPORTING
REBATES**

ESIC shall be Client's exclusive provider of EGWP Services for Client's Group Health Plans offering a prescription benefit. The financial terms set forth in Exhibit B are conditioned on such exclusive arrangement and all other specified conditions expressly incorporated in such exhibits, including, but not limited to the adoption by Client of the specified network, qualifying co-payment structures, Formulary, and no Enrollees in a 100% Copayment benefit plan (if applicable), and no greater than ten percent of total utilization for all Plans attributable to a consumer driven health plan (CDHP). In the event one or more of the following occurs (whether between the date of the Cost Proposal and the Effective Date, or during the Term), ESIC will have the right, upon notice, to make an equitable adjustment to the rates, administrative fees administrative fees and/or Rebates, solely as necessary to return ESIC to its contracted economic position as of the effective date of such event:

(a) There is a material change in: (i) the conditions or assumptions stated in this Agreement; or (ii) the size, demographics or gender distribution of Client's EGWP Enrollees compared to data provided by Client; and/or

(b) Client changes its Formulary, benefit designs, implements OTC plans, clinical or trend programs or otherwise takes an action that has the effect of lowering the amount of Rebates earned hereunder or materially impacting any guarantee; and/or

(c) Client elects to use on-site clinics or pharmacies to dispense prescription drugs to EGWP Enrollees which materially reduces Rebates and/or the number of Covered Drug claims submitted on-line; and/or

(d) More than 5% of claims are incurred in Massachusetts, Hawaii, Alaska, or Puerto Rico; and/or

(e) Rebate revenue is materially decreased because Brand Drugs move off-patent to generic status or due to a Change in Law.

The following are incorporated into Exhibit B:

Exhibit B-1

Pharmacy Reimbursement Rates

Exhibit B-2

Administrative and Clinical Program Fees

Exhibit B-3

Rebates

discount adjudication methodology.

Type of Guarantee	Participating Pharmacy 1-34 days' supply	Participating Pharmacy 35-90 days' supply	Mail Service Pharmacy	Claims Excluded
Brand	AWP - 15.00%	AWP -19.00%	25.50%	OTC, compounds, products subject to patent actions, long term care, single source generic drugs, Member Submitted Claims, Subrogation Claims, vaccines, Specialty Products, biosimilar products, and products filled through in-house or 340b pharmacies (if applicable)
Generic	AWP - 76.00%		AWP - 81.50%	OTC, compounds, products subject to patent actions, long term care, single source generic drugs, Member Submitted Claims, Subrogation Claims, vaccines, Specialty Products, biosimilar products, and products filled through in-house or 340b pharmacies (if applicable)

Guarantees will be measured and reconciled on an annual basis within 90 days of the end of each contract year. The above guarantees are annual guarantees - if this Agreement is terminated prior to the completion of the then current contract year (hereinafter, a "Partial Contract Year"), then the above guarantees will not apply for such Partial Contract Year. To the extent Sponsor changes its benefit design or Formulary during the term of the Agreement, the guarantee will be equitably adjusted if there is a material impact on the discount achieved. Subject to the remaining terms of this Agreement, ESI will pay the difference attributable to any shortfall between the actual result and the guaranteed result; provided, however, that ESI may use an excess achieved in one or more of the above guarantees to make up for, and offset, a shortfall in another guarantee above within the same channel.

IV. Specialty Products

(a) Specialty Products shall be available through ESI Specialty Pharmacy and at Participating Pharmacies for the Specialty Product List for ESI Specialty Pharmacy - Open, and Participating Pharmacy reimbursement rates.

	Ingredient Cost	Dispensing Fee
Open ESI Specialty Pharmacy	Open Specialty Product List Lesser of AWP discount or MRA	\$0.00
Participating Pharmacy Specialty Products	Participating Pharmacy Specialty Product List Lesser of AWP discount, U&C or MRA	\$0.00

(b) ESI Specialty Pharmacy or ESIC will be entitled to charge a reasonable fuel surcharge fee to cover fuel surcharges imposed by carriers in connection with the delivery of Specialty Products by ESI Specialty Pharmacy. In no event will the Mail Service Pharmacy or Participating Pharmacy pricing specified in the Agreement apply to Specialty Products.

(c) ESIC will notify Client no more frequently than monthly of new Specialty Products that are introduced to the market and added to the Specialty Product List on or after the Effective Date of this Agreement with their applicable Specialty Product List reimbursement rates ("Notice"). The parties agree as follows:

(i) If Client has expressly excluded a specific therapy class or product, Specialty Products in such excluded classes will automatically be deemed excluded from coverage and

The AWP discount includes Phone Support Nursing, Supplies, Pump, first two training visits, and Coordination of In-Person Nursing. In-home nursing that is requested/needed beyond the first two training visits will be charged at a rate of \$150 for the first two hours and \$75 for every hour after.

(e) Any ancillary supplies, equipment, and services provided or coordinated in connection with the dispensing of Specialty Products at a Participating Pharmacy will be billed to Client at the cost charged to ESIC for such ancillary supplies, equipment, and services provided or coordinated, unless such ancillary supplies, equipment, and services provided or coordinated are included in the ingredient cost of the Specialty Product.

V. Influenza and Other Vaccinations

(a) Medicare Part D vaccinations

	Participating Pharmacies/Mail Service Pharmacy/ESI Specialty Pharmacy	Other than Participating Pharmacies/Mail Service Pharmacy/ESI Specialty Pharmacy ⁽¹⁾
Vaccine Administration	\$20.00 per Part D covered vaccine	Pass Through Charge as Submitted
Ingredient Cost	Applicable discount rate as set forth in the Agreement	Pass Through Charge as Submitted
Administrative Fee/Vaccine Claim	Participating Pharmacy Administrative Fee per Prescription Drug Claim as set forth in the Agreement	EGWP Enrollee Submitted Administrative Fee per Prescription Drug Claim as set forth in the Agreement

⁽¹⁾ Except for Vaccine Claims submitted electronically by physicians. Pricing for Vaccine Claims submitted electronically by physicians is set forth below.

	Vaccine Claims Submitted Electronically by Physicians
Vaccine Administration⁽¹⁾	\$20.00 per Part D covered vaccine
Ingredient Cost	Pass-Through
Administrative Fee/Vaccine Claim	Participating Pharmacy Administrative Fee per Prescription Drug Claim as set forth in the Agreement
Vendor Transaction Fee	Pass Through at \$3.75 ⁽¹⁾

⁽¹⁾ \$3.75 is the fee currently charged by DSI to ESIC. This amount is subject to change. ESIC will provide Client prior written notice of any change.

Generic Discount	Lower of AWP – 10.18%, MRA, or U&C
Brand Dispensing Fee Per Claim	\$0.00
Generic Dispensing Fee Per Claim	\$0.00
Administrative Fee Per Claim	\$0.00

* Immunoglobulin priced at AWP-0%

PDP Services

PDP Services	
EGWP Plus Administrative Fee	\$10.19 PMPM

Express Scripts' EGWP Plus administrative fee includes the following services:

Implementation
Implementation and support for up to one plan design Incremental Cost for implementing multiple plan designs - \$5,000 per plan design per year
Medicare Part D Formulary and Network Management
Contracting of retail, long term care, and home infusion networks to conform to CMS access requirements Establishment of a CMS approved Formulary and P&T Committee support Formulary management and change notification communications Administration of manufacturer rebate contracts in compliance with CMS requirements
Claims Processing
Electronic Claims Processing
Enrollment Management
Electronic Eligibility submission Initial enrollment, age-in members, low-income management Eligibility/Enrollment status reporting
Home Delivery Services

Evaluate actuarial equivalence and report to CMS as required
 Processing, reconciliation, and reporting of CMS Direct Subsidy, CMS Low-Income Premium and Cost-Sharing, Coverage Gap Discount Payments, and CMS Catastrophic Reinsurance (subject to plan design)
 LIS Premium Refund Service
Subsidies will only be received on behalf of members approved by CMS as eligible for the PDP. Any member rejected by CMS will not be eligible for any of the subsidies outlined above. To the extent that CMS, for any reason, re-opens a reconciliation window with the PDP, the PDP has the right to re-open reconciliation with the client for any of the above subsidies
 Client management and financial reporting
 Preparation of all data necessary to meet Medicare Part D Reporting Requirements
 Development and transmission of applicable files to CMS as part of program administration
 All CMS reporting requirements related to rebates, network access, TrOOP, clinical program management, claims administration, operational compliance, and other reports as required by CMS
 Maintenance and support of CMS "Prescription Drug Event" (claim) process

- Maintenance and distribution of PDE files
- Process to manage CMS responses
- Resolution of PDE rejects

Support of up to one regulatory audit CMS might perform on behalf of [Client] if applicable

Website

Express-Scripts.com for Clients & Advisors — access to:

- Reporting tools
- Eligibility EGWP Enrollee status reporting
- Contact directory
- Sales and marketing information
- Benefit and enrollment support secured through Risk Base Authentication

Express-Scripts.com for EGWP Enrollees — access to

- Benefit, drug, health and wellness information
- Prescription ordering capability
- Customer service

Account and EGWP Enrollee Service

Assigned account team
 Annual pharmacy benefit strategic planning with quarterly review
 Medicare Call-Center Services including support for client's open enrollment (open enrollment support is dependent on [Client] submitting benefit information within the required timeframe for support)
 Grievance management
 Centralized administration for payment of claim and administrative fees
 Training for online tools
 Care and Safety Management Education

EGWP Enrollee Communications

II. **Clinical/Trend Programs.**

ESIC offers a comprehensive suite of trend and integrated health management programs. With a 360-degree view of the patient, ESIC promotes changes that maximize health outcomes and value – reducing prescription waste, enabling better overall health and value, enriching the care continuum and managing medication therapy and safety. These offerings may change or be discontinued from time to time as ESIC updates its offerings to meet the needs of the marketplace.

EXHIBIT B-4

Rebates (Specialty Products)

1. Rebate Amounts

Subject to the conditions set forth in Sections 2. and 3. below and elsewhere in this Agreement, ESIC will pay to Client an amount equal to the percentage of Rebates and Manufacturer Administrative Fees received by ESIC as set forth in the table below:

	ESI Specialty Pharmacy
Per Brand Claim	100%

2. Rebate Payment Terms

Subject to the conditions set forth herein, ESIC shall pay Client the percentage amounts set forth in Section 1 above for Rebates and Manufacturer Administrative Fees collected by ESIC during each calendar quarter hereunder within approximately one hundred and fifty (150) days following the end of such calendar quarter. ESIC shall also pay Client the percentage amount set forth in Section 1. above for residual Rebates and Manufacturer Administrative Fees collected by ESIC, if any, related to such calendar quarter, which are collected by ESIC in subsequent quarters.

3. Conditions

- A. ESIC contracts with pharmaceutical manufacturers for Rebates and Manufacturer Administrative Fees on its own behalf and for its own benefit, and not on behalf of Client. Accordingly, ESIC retains all right, title and interest to any and all actual Rebates and Manufacturer Administrative Fees received from manufacturers. ESIC will pay Client amounts equal to the Rebate and Manufacturer Administrative Fees amounts allocated to Client, as specified above, from ESIC's general assets (neither Client, its Members, nor Client's plan retains any beneficial or proprietary interest in ESIC's general assets). Client acknowledges and agrees that neither it, its Members, nor its Plan will have a right to interest on, or the time value of, any Rebate payments or Manufacturer Administrative Fee payments received by ESIC during the collection period or moneys payable under this Section. No amounts for Rebates or Manufacturer Administrative Fees will be paid until this Agreement is executed by Client. ESIC will have the right to apply Client's allocated Rebate amount and Manufacturer Administrative Fees amount to unpaid Fees.

- B. Client acknowledges that it may be eligible for Rebate amounts and Manufacturer Administrative Fee amounts under this Agreement only so long as Client, its affiliates, or its agents do not contract directly or indirectly with anyone else for discounts, utilization limits, rebates or other financial incentives on pharmaceutical products or formulary programs for claims processed by ESIC pursuant to the Agreement, without the prior written consent of ESIC. In the event that Client negotiates or arranges with a pharmaceutical manufacturer for Rebates or similar discounts for any Covered Drugs hereunder, but without limiting ESIC's right to other remedies, ESIC may immediately withhold any Rebate amounts or Manufacturer Administrative Fee amounts earned by, but not yet paid to, Client as necessary to prevent duplicative rebates on Covered Drugs. To the extent Client knowingly negotiates and/or contracts for discounts or rebates on claims for Covered Drugs without prior written approval of ESIC, such activity will be deemed to be a material breach of this Agreement,

EXHIBIT C

AUDIT PROTOCOL

1. AUDIT PRINCIPLES

ESIC recognizes the importance of its clients ensuring the integrity of their business relationship by engaging in annual audits of their financial arrangements with ESIC, by auditing compliance with applicable regulatory requirements. ESIC provides this audit right to each and every client. In granting this right, ESIC's primary interest is to facilitate a responsive and responsible audit process. In order to accomplish this goal, for all clients, ESIC has established the following Protocol. Our intent is in no way to limit Client's ability to determine that ESIC has properly and accurately administered the financial aspects of the Agreement, but rather to create a manageable process in order to be responsive to our clients and the independent auditors that they may engage. If Client has any concern that this Protocol will prohibit Client from fully confirming its financial arrangement with ESIC, we encourage Client to express such concern at the audit kick-off meeting.

ESIC strongly encourages clients to have their auditors, without jeopardizing the independent nature of the audit, review the auditor's initial findings and reports with ESIC prior to discussing with the client in order to avoid any unnecessary client confusion. We have found often times that items identified as issues during the initial audit turn out to be non-findings once a dialogue takes place between the auditor and ESIC. In other words, we believe it is in everyone's interest to ensure that the auditor and ESIC are not simply "missing each other" in the exchange of information prior to the auditor reviewing its findings with the client.

2. AUDIT PREREQUISITES

A. There are three components of your arrangement with ESIC eligible for audit on an annual basis:

- Retrospective Claims
- Rebates
- Performance Guarantees

Balancing the need to adequately support the audit process for all ESIC clients, with an efficient allocation of resources, we encourage clients to audit all three components, as applicable, through a single annual audit. If you choose to audit the above components separately throughout the year, rather than combining all components into a single annual audit, you will be subject to ESIC's standard charges for each additional audit. All such fees shall be reasonable and based on ESIC's costs for supporting such additional audits.

B. ESIC will provide all data reasonably necessary for Client to determine that ESIC has performed in accordance with contractual terms.

C. ESIC engages a national accounting firm, at its sole cost and expense, to conduct a SSAE 16 audit on behalf of its clients. Upon request, ESIC will provide the results of its most recent SSAE 16 audit. Testing of the areas covered by the SSAE 16 is not within the scope of Client's audit rights (i.e., to confirm the financial aspects of the Agreement) and is therefore not permitted. However, if requested, ESIC will explain the SSAE 16 audit process and findings to Client in order for Client to gain an understanding of the SSAE 16.

3. AUDITS

A. ESIC recommends that the initial audit period for a claims audit cover a timeframe not to exceed twenty-four (24) months immediately preceding the request to audit (the "Audit Period"). This Audit Period allows a reasonable amount of time for both parties to conclude the audit before claims data is archived off the adjudication system. ESIC will accommodate reasonable requests to extend the Audit Period, but this may delay ESIC's response time to audit findings due to the age of the claims. Due to the additional resources necessary to pull claims data older than twenty-four (24) months, if you request to extend the Audit Period, you will be subject to ESIC's standard charges for such additional data pulls. All such fees shall be reasonable and based on ESIC's additional costs associated with retrieval and reporting of such data. If the parties mutually determine, acting in good faith, that the initial audit demonstrates in any material respects that ESIC has not administered the financial arrangement consistent with the contract terms of the Agreement, then ESIC will support additional auditing beyond the Audit Period at no additional charge.

B. When performing a Rebate audit, Client may perform an on-site review of the applicable components of manufacturer agreements, selected by Client, as reasonably necessary to audit the calculation of the Rebate payments made to Client by ESIC. Our ability to drive value through the supply chain and in our negotiations with manufacturers is dependent upon the strict confidentiality and use of these agreements. Providing access to these agreements to third parties that perform services in the industry beyond traditional financial auditing jeopardizes our ability to competitively drive value. For this reason, access to and audit of manufacturer agreements is restricted to a mutually agreed upon national CPA accounting firm whose audit department is a separate stand-alone division of the business, which carries insurance for professional malpractice of at least Two Million Dollars (\$2,000,000).

EXHIBIT D

As provided in the Agreement, ESIC may provide services under this Agreement through one or more of its Affiliates, including Express Scripts, Inc. ("ESI"). The following financial disclosure statement relates to the rebate programs and other financial arrangements that may be used by Express Scripts, Inc. ("ESI") in connection with ESIC's administration of the EGWP Benefit under this Agreement.

FINANCIAL DISCLOSURE TO ESI PBM CLIENTS

This disclosure provides an overview of the principal revenue sources of Express Scripts, Inc. and Medco Health Solutions, Inc. (individually and collectively referred to herein as "ESI"), as well as ESI's affiliates. In addition to administrative and dispensing fees paid to ESI by our clients for pharmaceutical benefit management ("PBM") services, ESI and its affiliates derive revenue from other sources, including arrangements with pharmaceutical manufacturers, wholesale distributors, and retail pharmacies. Some of this revenue relates to utilization of prescription drugs by members of the clients receiving PBM services. ESI may pass through certain manufacturer payments to its clients or may retain those payments for itself, depending on the contract terms between ESI and the client.

Network Pharmacies – ESI contracts for its own account with retail pharmacies to dispense prescription drugs to client members. Rates paid by ESI to these pharmacies may differ among networks (e.g., Medicare, Worker's Comp, open and limited), and among pharmacies within a network, and by client arrangements. PBM agreements generally provide that a client pay ESI an ingredient cost, plus dispensing fee, for drug claims. If the rate paid by a client exceeds the rate contracted with a particular pharmacy, ESI will realize a positive margin on the applicable claim. The reverse also may be true, resulting in negative margin for ESI. ESI also enters into pass-through arrangements where the client pays ESI the actual ingredient cost and dispensing fee amount paid by ESI for the particular claim when the claim is adjudicated to the pharmacy. In addition, when ESI receives payment from a client before payment to a pharmacy, ESI retains the benefit of the use of the funds between these payments. ESI may maintain non-client specific aggregate guarantees with pharmacies and may realize positive margin. ESI may charge pharmacies standard transaction fees to access ESI's pharmacy claims systems and for other related administrative purposes.

Brand/Generic Classifications – Prescription drugs may be classified as either a "brand" or "generic;" however, the reference to a drug by its chemical name does not necessarily mean that the product is recognized as a generic for adjudication, pricing or copay purposes. Associated with pharmacy reimbursement, ESI distinguishes brands and generics through a proprietary algorithm ("BGA") that uses certain published elements provided by First DataBank (FDB) including price indicators, Generic Indicator, Generic Manufacturer Indicator, Generic Name Drug Indicator, Innovator, Drug Class and ANDA. The BGA uses these data elements in a hierarchical process to categorize the products as brand or generic. The BGA also has processes to resolve discrepancies and prevent "flipping" between brand and generic status due to price fluctuations and marketplace availability changes. The elements listed above and sources are subject to change based on the availability of the specific fields. Updated summaries of the BGA are available upon request. Brand or generic classification for client reimbursement purposes is either based on the BGA or specific code indicators from Medi-Span or a combination of the two as reflected in the client's specific contract terms. Application of an alternative methodology based on specific client contract terms does not affect ESI's application of its BGA for ESI's other contracts.

Maximum Allowable Cost ("MAC")/Maximum Reimbursement Amount ("MRA") – As part of the administration of the PBM services, ESI maintains a MAC List of drug products identified as requiring pricing management due to the number of manufacturers, utilization and/or pricing volatility. The criteria for inclusion on the MAC List are based on whether the drug has readily available generic product(s), is generally equivalent to a brand drug, is cleared of any negative clinical implications, and has a cost basis that will allow for pricing below brand rates. ESI also maintains MRA price lists for drug products on the MAC List based on current price reference data provided by MediSpan or other nationally recognized pricing source, market pricing and availability information from generic manufacturers and on-line research of national wholesale drug company files, and client arrangements. Similar to the BGA, the elements listed above and sources are subject to change based on the availability of the specific fields. Updated summaries of the MAC methodology are available upon request.

Manufacturer Formulary Rebates, Associated Administrative Fees, and PBM Service Fees – ESI contracts for its own account with manufacturers to obtain formulary rebates attributable to the utilization of certain brand drugs and supplies (and possibly certain authorized generics marketed under a brand manufacturer's new drug application). Formulary rebate amounts received vary based on client specific utilization, the volume of utilization as well as formulary position applicable to the drug or supplies, and adherence to various formulary management controls, benefit design requirements, claims volume, and other similar factors, and in certain instances also may vary based on the product's market-share. ESI often pays an amount equal to all or a portion of the formulary rebates it receives to a client based on the client's PBM agreement terms. ESI retains the financial benefit of the use of any funds held until payment of formulary rebate amounts is made to the client. ESI may maintain non-client specific aggregate guarantees with manufacturers and may realize positive margin. In addition, ESI provides administrative services to contracted manufacturers, which include, for example, maintenance and operation of the systems and other infrastructure necessary for managing and administering the PBM formulary rebate process, pharmacy discount programs, access to drug utilization data, as allowed by law, for purposes of verifying and evaluating applicable payments, and for other purposes related to

Third Party Data Sales – Consistent with any client contract limitations, ESI or its affiliates may sell HIPAA compliant information maintained in their capacity as a PBM, pharmacy, or otherwise to data aggregators, manufacturers, or other third parties on a fee-for-service basis or as a condition of discount eligibility. All such activities are conducted in compliance with applicable patient and pharmacy privacy laws and client contract restrictions.

April 7, 2014

THIS EXHIBIT REPRESENTS ESI'S FINANCIAL POLICIES. ESI MAY PERIODICALLY UPDATE THIS EXHIBIT AND THE FINANCIAL DISCLOSURES CONTAINED HEREIN TO REFLECT CHANGES IN ITS BUSINESS PROCESSES; THE CURRENT FINANCIAL DISCLOSURE IS AVAILABLE UPON REQUEST AND ACCESSIBLE ON EXPRESS-SCRIPTS.COM FOR CLIENTS & ADVISORS.

proof of creditable coverage or documentation from members in the event that ESIC is audited by any government authority.

APPEAL – ESIC shall not be responsible for appealing CMS' determination of Enrollees' creditable coverage status, however, ESIC shall honor the final disposition of appeals that are filed by Client.

AGREEMENT – This Attestation supplements and is made a part of the Agreement in effect between ESIC and Client.

Based on best knowledge, information, and belief, as of the date indicated below, Client is attesting that all information submitted to ESIC is accurate, complete, and truthful.

Signature: _____

Print Name: _____

Client: _____

Dated: _____

***18-14 Consent Calendar**

Design/Build Agreement for Streetscapes Projects.



**Report
of
Committee
on
Contracts**

Submitted: January 20, 2015

Adopted: _____

Attest: *Fleeta C Hudson*
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

The Committee on Contracts begs leave to report; and recommends for adoption the following resolution:

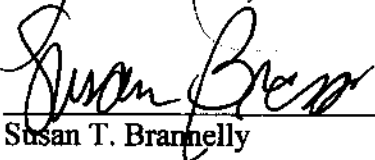
***18-14 Consent Calendar**

RESOLVED, That the attached Design/Build Agreement for Streetscapes Projects be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**


Howard Austin Sr., Co-chair

Richard DeJesus, Co-chair

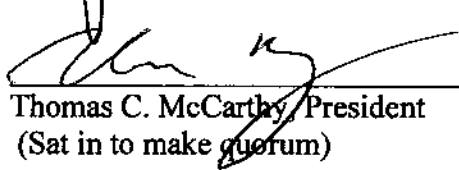

Susan T. Brannelly

James Holloway


Richard D. Salter, Sr.


Alfredo Castillo

Richard Paoletto


Thomas C. McCarthy, President
(Sat in to make quorum)

City Council: January 20, 2015

DESIGN/BUILD AGREEMENT

BETWEEN

CITY OF BRIDGEPORT

AND

[DATE]

DESIGN/BUILD AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO as of the _____ day of _____, 20____, by and between the **CITY OF BRIDGEPORT**, a municipal corporation, having offices at 45 Lyon Terrace, Bridgeport, Connecticut 06604, acting through its Department of Public Facilities, Division of Construction Management Services (hereinafter referred to as "**Owner**") and _____, a [corporation, LLC or other] organized and existing under the laws of the State of _____, having an address at _____ (hereinafter referred to as "**Design/Builder**").

WHEREAS, the Owner advertised on _____ (see **Exhibit A** hereof) for several qualified, licensed (where licensing is required) design builders or design/build teams to provide to the Owner certain architectural, engineering, construction and other services related to the design of _____ that will comply with all applicable federal, State and local laws and codes;

WHEREAS, the Design/Builder submitted its qualifications/proposal entitled " _____ " dated _____ (see **Exhibit C** hereof);

WHEREAS, the Owner intends to seek proposals for a particular project from more than one design/builder and to select the design/builder to do the work of such project who proposal presents the best value to the City and will seek proposals for other projects from more than one design/builder in the future as such projects are developed and the funding for them is secured; and

WHEREAS, the Owner desires to engage the Design/Builder, and the Design/Builder agrees to accept the responsibility to design each project that it may be awarded in conformance with the Owner's specifications and, if such design is acceptable, to construct the Project in accordance with the approved design and the approved schedule, giving assurances to the Owner that each such project will be completed within the approved Project budget.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

DEFINITIONS

The following definitions will be used throughout this Agreement, unless the context requires otherwise:

"Approval" or "Approved" means, with respect to the administration and performance of this Agreement, that the Owner has given its written approval(s) to the Design/Builder when required, including but not limited to, the approval of budgets, change directives, changes or deviations from or with respect to Services, additional expenses, scope changes, substitutions, time delays, schedule changes, etc.

"Budget" means the Owner's declaration of maximum construction cost set forth herein including a contingency, as the same may be amended from time to time, which Budget the Design/Builder must use in its design and ensure that the Project can be constructed for.

"Construction Documents" means the design documents, drawings and specifications prepared by the Design/Builder and Approved by the Owner setting forth in detail the Design/Builder's requirements for the construction of the Project including drawings, technical specifications, cost estimates, bond and insurance requirements, deliverables, warranties and the like.

"Construction Consultant" means any Owner's construction consultant engaged by the Owner to protect the Owner's interests in connection with the Project.

"Construction Documents Phase" means the period during which the Design/Builder prepares the Construction Documents for the Owner's Approval.

"Design/Builder" means _____, acting through the Design/Builder's Representative, its Approved subcontractors and consultants, including its design, engineering and construction professionals.

"Design/Builder's Representative" means the specific individual designated in writing by the Design/Builder to the Owner at the inception of this Agreement and from time to time as its representative with respect to the Project pursuant to this Agreement who shall have authority to bind the Design/Builder. At the inception of this Agreement, the Design/Builder's Representative shall be _____. During the Construction Phase, the Design/Builder's Representative shall be _____.

"Final Completion" shall mean the point at which the Project is complete and may be lawfully used and occupied except for punchlist items.

"Owner" means the City of Bridgeport acting through the Owner's Representative who shall have authority for the day-to-day activities of the Project and who shall be designated in writing at the inception of this Agreement and who may be changed by written notice from time to time during the term of this Agreement.

"Owner's Representative" means the specific individual or individuals designated in writing by the Owner to the Design/Builder from time to time during the term of this Agreement as its representative with respect to the Project. At the inception of this Agreement, the Owner's Representative shall be _____, or his designee set forth in writing to the Design/Builder. The Owner's Representative, but not the Project Manager, shall have authority to change the material terms of this Agreement, which can only be changed by an authorized City department head.

"Permits and Approvals" means all required regulatory permits from federal, state and local governmental agencies and authorities having jurisdiction over the Project.

"Preliminary Design Phase Documents" means the Design/Builder's review of all existing site conditions, landscaping, site restrictions, layout of new structures, facilities and landscaping to be included in the Project, review and analysis of the Project requirements under applicable laws and regulations to ascertain the requirements for all Permits and Approvals (defined below) required for the successful completion of the Project, and the preparation of preliminary drawings for the Owner's review and Approval.

"Preliminary Design Phase" means the period during which the Design/Builder undertakes and completes the Preliminary Design Phase Documents for submission to and Approval by the Owner.

"Project" means the design and the construction of the Construction Phase Documents Approved by the Owner set forth in this Agreement.

"Project Manager" means the person designated by the Owner in writing who has day-to-day responsibility for interacting and making decisions on the Owner's behalf.

"Schedule" means the schedule of milestone dates and other time requirements Approved by the Owner and to be met by the Design/Builder.

"Services" means the design and construction obligations of the Design/Builder, and other necessary professional services required to complete the Project as described herein.

"Study Report" shall mean a report containing the information described in Section 2.2(C) hereof.

ARTICLE I BASIC AGREEMENT

1.1 **Design/Builder's Qualifications.** The Design/Builder represents that it has as a part of its team or as a subcontractor one or more design professionals duly-licensed in the State of Connecticut and qualified and experienced in the design, engineering and preparation of preliminary design, design development and construction drawings, specifications, cost estimates, contracts and bid documents relating to the design and construction of the Project described herein and other public improvements in accordance with the requirements of the Owner. The parties are entering into this Agreement with the understanding that the Design/Builder will provide multi-disciplinary services through its own forces or by engaging qualified subcontractors and consultants to the Design/Builder, including but not limited to, architects, landscape designers, civil engineers, structural engineers, construction inspectors, land surveyors, geo-technical engineers, soil-testing professionals, environmental assessment and remediation design specialists, electrical engineers, cost-estimators, mechanical engineers and other professional services necessary for the completion of Project. The Design/Builder represents that its subcontractors and consultants will also be duly-licensed in the State of Connecticut where licensing of such professionals is required. The licenses of the Design/Builder's designer and other subcontractors and consultants identified herein shall be submitted to the Owner prior to the execution of this Agreement as well as the licenses of those designers, subcontractors and consultants Approved by the Owner in the future. In the case of new or additional professionals not disclosed at the inception of this Agreement, the Design/Builder shall present the professional license(s) of any new subcontractors and consultants to the Owner promptly in advance of engaging any of them for the Owner's Approval. The Design/Builder will conduct, prepare and present to the Owner for review and acceptance all required studies, plans, surveys, specifications, drawings and cost estimates which shall be prepared in cooperation with the Owner's Representative and the Owner's Construction Consultant as determined by the Owner, as necessary to accomplish the Work. The Services of the Design/Builder shall include, without being limited to, budgeting, scheduling, attendance and participation in monthly and other periodic progress meetings, identification and monitoring of key factors impacting the quality, timing and completion of the work, development of strategies to avoid or mitigate delays, and other services described herein or that may be required or desired with respect to the Project.

B. **Use of Task Orders.** The consulting Services required by this Agreement will be assigned by Task Order to allow for the Project and other potential projects to be assigned to the Design/Builder. The Owner shall request Services by one or more Task Orders. The content, schedule and Compensation for each Task Order shall be negotiated prior to commencing Services under such Task Order.

C. **Assignment of Projects.** The Owner shall identify and inform the Design/Builder of Projects that it wishes the Design/Builder to submit a proposal for and, if the Design/Builder is selected, shall issue a written Task Order to the Design/Builder upon mutual agreement of the terms and conditions thereof. Each additional Task Order will be considered an amendment to this Agreement, shall be incorporated by reference into this Agreement, and shall become a part hereof as if fully set forth herein. Each Task Order shall be commenced by the Design/Builder within five (5) business days of receipt of a written notice to proceed or on such later date that may be specified therein (each, a "Notice to Proceed").

D. **Task Order Format.** A format for a Task Order is attached as Exhibit B. Its inclusion as part of this Agreement illustrates the general framework to be used in authorizing each and every Task Order requiring the Design/Builder's Services for the duration of this Agreement.

E. **Authority to Request Additional Tasks or Services.** It is understood and agreed by the parties that, upon the Approval of this Agreement, only the Owner's Representative, designated by the Owner in writing from time to time to the Design/Builder, shall have the authority to add Task Orders to this Agreement.

1.2 **Compensation.** The Owner shall compensate the Design/Builder for each Task Order as follows:

1.3 **Payment.** Payment of Compensation to the Design/Builder shall be divided among the phases of the work assigned to and completed by the Design/Builder. The parties agree that the Compensation will be separate and distinct for the Preliminary Design Phase, the Design Development Phase and the Construction Phase. Compensation for each such phase shall be paid in the following manner:

A. Compensation for the Project from the effective date of a Task Order through Final Completion ("**Compensation**") shall be made monthly in proportion to the percentage of each phase of the work of the Project that is either completed or observed work in place that is not disputed by the Owner less five (5%) percent ("**Retainage**"). The accumulated total Compensation at Final Completion, shall not exceed \$_____ Dollars ("**Not to Exceed**" or "**NTE**"). The Compensation due and payable for each phase as allocated to such phase is as follows:

Preliminary Design Phase	NTE \$ _____
Design Development Phase	NTE \$ _____

Construction Documents Phase NTE \$ _____

Total Aggregate Compensation NTE \$ _____

B. **Submission of Invoices.** All invoices for Compensation shall be submitted monthly by the 20th day of the month for the prior month's Services rendered in connection with such phase. Each invoice shall be on a form approved by the Owner and shall contain sufficient supporting data acceptable to Owner. Such invoice shall not be complete until all supporting documentation has been submitted to the Owner and the Owner has had ten (10) business days to review such invoice and documentation.

C. **Timing of Submission; Payment; Interest.** Invoices shall be submitted by the twentieth (20th) day of the month for Services rendered during the previous month. The Owner shall pay all undisputed amounts for Compensation within thirty (30) days after the completion of the Owner's review period. Notwithstanding anything herein to the contrary, Compensation shall not be paid on disputed invoices or portions thereof until the Owner is satisfied that sufficient backup documentation and justification exists therefor. The Owner shall not be obligated to pay interest to the Design/Builder for amounts withheld by the Owner based upon a good faith dispute.

D. **Release of Retainage.** Retainage shall be promptly released to the Design/Builder after Final Completion and when the Owner determines that the punchlist has been completed.

E. **Responsibility for Certain Payments.** The Design/Builder shall remain responsible, and shall indemnify and hold harmless the Owner from and defend it against all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Design/Builder, its subcontractors and consultants and their respective employees.

F. **Unauthorized Charges.** The Design/Builder expressly understands and agrees that the Owner shall not be liable for the payment of any Services or other work performed by the Design/Builder, its subcontractors or consultants based upon unauthorized representations of or directions from officers, agents or employees of the Owner other than the Owner's Representative that result in unauthorized charges or that exceed the Budget for this Project or any phase thereof ("**Unauthorized Charges**") unless the Design/Builder submits a written request to the Owner to perform additional Services or other work that is not authorized under this Agreement or that may exceed the Budget. Unauthorized Charges that are not brought to the Owner's

attention and Approved will not be honored and payment therefor will be deemed waived by the Design/Builder.

1.4 **Construction Cost Budget.** The Owner and Design/Builder agree as follows:

A. The construction budget for this Project is an absolute total of _____ (\$ _____) Dollars (the "**Budget**") that the Owner will pay to the Design/Builder, which includes all soft costs and all hard costs required directly or indirectly to construct and complete the Project. The Budget does not include the Owner's cost of financing, its administrative expenses, legal, accounting and consulting fees incurred directly by the Owner, and advertising costs.

B. **Liability of Design/Builder For Construction Budget.** The Design/Builder shall control the design of the work so that in the Design/Builder's best professional opinion, the Project can be properly designed and constructed on time within the Budget. The Design/Builder acknowledges and agrees that it has ultimate responsibility for the cost of labor, materials and equipment, the methods and determination of bid prices, the conduct of competitive bidding processes, economic, market and bargaining powers during negotiation, and negotiating conditions as part of the work of the Project. Accordingly, the Design/Builder warrants and represents that bids or negotiated prices in the aggregate will not vary from or exceed the Budget, notwithstanding that the final bids or negotiated prices may exceed the estimate of construction cost or evaluation prepared or agreed to by the Design/Builder, and further agrees to use its best efforts and experience, in the interests of the Owner, to ensure that the bid documents, construction documents and construction specifications protect the Budget and avoid costly changes or costs in excess of the Budget resulting from design errors or omissions, errors and omissions in the bid documents, construction documents or construction specifications, mistakes made during construction, correction of work, or intentional or willful misconduct by the Design/Builder, its subcontractors or consultants.

1.5 **Use of Subcontractors and Consultants.** The Design/Builder has retained or will retain as subcontractors and consultants, at its sole cost and expense, trained, experienced and licensed professionals (where licensing is required in this State) to render the categories of service necessary to complete the Project. The names and qualifications of such subcontractors and consultants will be disclosed to the Owner in writing for review, consideration and Approval prior to the Design/Builder hiring the same. The Design/Builder shall inform the Owner in writing in advance of the Design/Builder's intent to substitute any Approved subcontractor or consultant or the substitution of any subcontractor or consultant not identified to the Owner at the time of execution of this Agreement. The Owner shall have the right, in the exercise of its reasonable business judgment, to reject any such additional or substitute subcontractor or

consultant and to request the Design/Builder to submit alternatives. The Design/Builder's hiring, retention and substitution of such subcontractors and consultants shall not diminish or reduce the Design/Builder's overall responsibility under this Agreement for the successful and timely completion of the Project in accordance with the Schedule and the Budget.

1.6 Project Responsibility and Staffing.

A. **Design/Builder's Staffing.** The principal of the Design/Builder will represent the Design/Builder in all matters of communication, coordination, decision and policy pertaining to Design/Builder's work under this Agreement and is referred to as the "Design/Builder's Representative" herein. The Design/Builder's Representative may be removed or replaced from time to time as set forth herein by written notice, provided, however, that the parties agree that the Design/Builder's Representative shall not be removed without the prior written Approval of the Owner, which Approval may be withheld in the exercise of the Owner's prudent business judgment, unless such individual has ceased his or her employment with the Design/Builder. Notwithstanding anything in the foregoing sentence to the contrary, the Owner may request in writing that the Design/Builder's Representative be removed and replaced, without cost or expense to the Owner in the exercise of the Owner's prudent business judgment. If the Owner requests the replacement of the Design/Builder's Representative and the Design/Builder either (a) refuses to do so or (b) unreasonably delays the appointment of a replacement or if the Owner determines that such replacement is unsatisfactory, in the exercise of the Owner's prudent business judgment, the Owner shall be permitted to terminate this Agreement.

B. **Subcontractors and Consultants.** The Project staff will consist of, at a minimum, the staff identified by the Design/Builder in the professional categories approved by the Owner at the time of execution of this Agreement. The Design/Builder represents that all subcontractors and consultants employed by it in connection with this Agreement possess the requisite licenses (where licensing is required), education, training and experience to perform their respective job descriptions and functions in a competent and professional manner for this Project. No subcontractor or consultant shall be replaced, and no additional subcontractor or consultant shall be assigned to the Project, without the prior written approval of the Owner. The Owner may, without incurring cost or expense, require that the Design/Builder replace any subcontractor or consultant in the sole discretion of the Owner upon written notice to the Design/Builder. If required, the Design/Builder shall have on its staff or shall retain third parties at its sole cost and expense as a part of the performance of its Basic Services, full service professional consultants and subcontractors for the following services:

Professional Category

Firm to be Retained

- A. Cost Estimator
- B. Architect/Designer
- C. Civil/Structural Engineers
- D. Mechanical / Electrical Engineers
- E. Site Planning
- F. Geotechnical / Environmental Engineers
- G. Construction Administration
- H. Special Inspections

The Design/Builder shall inform the Owner in writing in advance of engaging any other subcontractor or consultant that has not been identified above. The retention of the aforesaid consultants and subcontractors shall not diminish or reduce the obligations and duties of the Design/Builder hereunder for the successful and timely completion of the work on the Project.

1.7 Time; Preparation of a Schedule for the Project. The Design/Builder shall complete each phase of its work for the Project in a timely fashion in accordance with the Schedule attached hereto as **Exhibit D**. Once the parties hereto have agreed to the design phase and the construction phase, respectively, of the Schedule, all dates set forth in the Schedule, as the same may be amended from time to time in accordance with this Agreement, shall be **TIME OF THE ESSENCE**. The Design/Builder acknowledges that the Owner may suffer direct and indirect losses, including, but not limited to, the loss of, delay in obtaining or increased cost of financing, the loss of revenue as affected by future development, expense of obtaining temporary facilities, inconvenience and other adverse affects if the Design/Builder does not perform its Services strictly in accordance with the Schedule. The Design/Builder shall be liable to Owner for all direct and indirect losses, costs and expenses, including reasonable attorneys' fees, consultants' fees, dispute resolution costs and other expenses sustained by the Owner should the Design/Builder fail to meet the interim and final mandatory milestone dates reflected on the Schedule or otherwise fail to strictly comply with any term or provision of this Agreement; provided, however, that such damages shall not include consequential, punitive or speculative damages. This paragraph shall survive early termination of the Agreement.

A. Timely Performance an Essential Condition. The Design/Builder and the Owner understand and agree that the date of commencement and the required dates as specified in Schedule that forms a part of this Agreement to be

completed by the Design/Builder, are **ESSENTIAL CONDITIONS** of this Agreement.

B. **Commencement of Services.** It is mutually understood and agreed that the Services of the Design/Builder hereunder shall be commenced within five (5) days after the issuance of a Notice to Proceed by the Owner or on such later date specified therein.

C. **Daily Damages For Delay; Exclusions.** In the event of the Design/Builder's failure to timely complete the required Services by the dates specified in the Schedule, the Design/Builder shall, in addition to all other remedies available to the Owner, be liable to the Owner for liquidated damages for various known and unknown losses that the Owner may suffer, which the parties agree may be difficult to quantify and prove. The parties have therefore mutually agreed to establish a liquidated sum for such uncertain damages in advance. The daily amount established for Delay Damages is deemed to be reasonable, is not greatly disproportionate to the damages that the parties agree at the time of the execution of this Agreement that the Owner would sustain if the Design/Builder delays the progress of the Project, and is treated as a liquidated sum and not a penalty for the loss to the Owner resulting from the delay in completion of the work, the delay in opening, the inability to use all or a portion of the Project site and its amenities, the added direct and indirect costs to the Owner relating to such delay, including but not limited to administrative, temporary services and inspection costs on account of the delay. Such damages shall be assessed against the Design/Builder in the amount of **[Select dollar amount per day] (\$ _____)** per calendar day for each and every day that the said Services shall be and remain incomplete due to no direct fault of the Owner ("**Delay Damages**"). The Owner shall give written notice to the Design/Builder that such a delay has occurred and that Delay Damages have commenced. Delay Damages shall continue to accrue and be payable until the Design/Builder rectifies the delay and gives written notice and substantiation that the progress of the Project is on schedule in accordance with the Schedule. Subject to the Design/Builder's right to correct such delay and put the Project on schedule by the next subsequent date specified in the Schedule, any such Delay Damages for which the Design/Builder is liable shall be payable within ten (10) days of written demand from the Owner and, if not promptly paid, may either be deducted by the Owner from any money due or to become due to the Design/Builder or may be pursued by collection action. **Notwithstanding anything to the contrary set forth in this paragraph, Delay Damages do not satisfy, and are not intended to compensate the Owner for, the additional costs and expenses to the Owner resulting from the need to consult with legal counsel, construction consultants, design consultants and the like related to investigating and advising the Owner about the causes that led to the Design/Builder's failure to meet the dates as set forth in the Schedule, the consequences of such failure and the resulting delay, and any needed action on the part of the Owner or the Design/Builder to rectify**

the situation and minimize the risk that subsequent interim and final mandatory milestone dates may not be met.

D. Schedule Deemed To Be Reasonable; Design/Builder's Opportunity to Rectify Delay; Other Delays; Schedule Revisions. It is expressly understood and agreed by the parties that the time for the completion of each interim and final mandatory milestone date contained in the Schedule for each phase of the work and the ultimate Final Completion of the Project has been established by mutual agreement of the parties to be a reasonable time for the completion thereof. If the Design/Builder fails to meet a milestone date in the Schedule, Delay Damages shall commence and the Design/Builder shall submit a revised Schedule to the Owner's Representative within ten (10) days after receipt of the Owner's notice that Delay Damages are being assessed demonstrating how the time projected to have been lost in the attainment of such milestone date will be regained by the Design/Builder's efforts at no additional cost, expense or damage to the Owner. If, in the opinion of the Owner's Representative, the Design/Builder's revised Schedule will avoid any further delay, thereby reflecting the timely attainment of the next subsequent interim or final mandatory milestone date, and if the Design/Builder proceeds in accordance with such revised Schedule and achieves the revised date, the Owner shall have the ability to withhold from assessing Delay Damages against the Design/Builder. The Owner will not Approve the Design/Builder's plan for revising the Schedule to regain any such lost time that may occur if the Design/Builder's proposal reflects costs, expenses, procedures, resource requirements, or other adverse affects upon the Owner or the Project which the Owner's Representative determines are in violation of other requirements of this Agreement. Any revision of the Schedule Approved by the Owner in such case shall not be deemed a waiver of the Owner's right to assess Delay Damages for subsequent delays or the right to terminate this Agreement on account of abandonment or repeated failure to meet mandatory milestone dates by the Design/Builder, nor shall the revision of the Schedule otherwise relieve the Design/Builder from full responsibility for the timely performance of its obligations under this Agreement. In all other cases where a delay is encountered that is not due to the fault of the Design/Builder, any delay in the contract time set forth in the Schedule shall be changed by a formal Change Order. Any claim for an extension or shortening of the contract time shall be set forth in written notice delivered by the party making such claim no later than thirty (30) days after the occurrence of the event giving rise to the delay has occurred and stating the specific nature of the claim. Such claim shall be supported by the written statement of the party claiming delay, documentation substantiating such delay, and a statement of the entire adjustment in the Schedule to which the party believes it is entitled, which shall be delivered to the other party within five (5) days after the date notice of such claim has been made. If the Owner approves an extension of the contract time to the Design/Builder, which extension shall only be entertained if the Owner is the cause of the delay, if an event constituting force majeure is the cause of the delay, or if the delay is otherwise beyond the control of the Design/Builder, the

Owner will grant the Design/Builder a delay in the contract time that is reasonably believed to have resulted from such delay and will award additional time to complete in accordance with this Agreement. If the parties cannot mutually agree to the number of days by which the contract time should be extended as a result of such delay, either party shall submit the matter to dispute resolution in accordance with this Agreement. Notwithstanding the fact that a delay may have occurred, both parties, respectively, have an obligation to take reasonable steps to mitigate the adverse effect of such delay on the timely completion of the Project.

E. Owner's Right to Require Design/Builder to Accelerate. With respect to any portion of the Services to be rendered by the Design/Builder under this Agreement, the Owner's Representative will have the right to review, accept and/or reject the Design/Builder's staffing of the Project, and the timeliness and/or progress of the Services pursuant to the Schedule, may approve/disapprove or modify payments due to the Design/Builder, and may monitor or comment upon and, as necessary, require the Design/Builder to place additional forces and resources, at no cost to the Owner, to accelerate completion time in order to meet the agreed-to Schedule, without additional Compensation being due to the Design/Builder and without diminishing the Design/Builder's obligation to pay Delay Damages for not achieving an interim or final mandatory milestone date set forth in the Schedule. If, on the other hand, the Owner specifically requests acceleration for the Owner's convenience in writing, the Design/Builder shall be entitled to seek additional Compensation calculated in accordance with this Agreement.

1.8 Representations and Warranties. The Design/Builder represents and warrants, as of the date hereof and throughout the Term of this Agreement, as follows:

A. Use of Qualified Personnel, Subcontractors and Consultants. The Design/Builder represents that it is a _____ [corporation, LLC, joint venture, partnership] comprised in part of duly-licensed architects and other design professionals engaged in the performance of architectural services pursuant to the provisions of Section 20-298a of the Connecticut General Statutes, has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement, has in its employ, or will engage at its sole cost and expense, licensed (where required), experienced, qualified and trained personnel, subcontractors and consultants, and will use, or require those in its employ to use, quality equipment accurately calibrated to competently perform the Services.

B. Probable Construction Cost. The Design/Builder represents that if and when its probable Construction Cost Estimate (CSI Format preferred) is prepared, the Design/Builder will prepare the same using its best efforts and past experience in light of the facts and circumstances available to it prior to the date

it submits such Construction Cost Estimate to the Owner, and represents that all soft costs and actual hard construction cost of the Project shall not exceed the Construction Budget except on account of facts and circumstances unknown, undiscovered, or unknown or undiscoverable, through reasonable efforts of the Design/Builder.

C. Design/Builder Possesses Adequate Resources and Personnel. The Design/Builder represents that it is financially stable and has adequate resources and personnel to complete the Services for the Project in a timely fashion.

D. No Conflicts. The Design/Builder has disclosed in writing prior to the execution of this Agreement, and shall disclose in the future if they occur, all conflicts or potential conflicts of interest that may or are likely to have an adverse affect on its ability to professionally and competently perform its obligations in connection with the Project, including but not limited to, the nature and specifics of its relationship with any elected official of the Owner, the Owner's Representative, an employee or employees of the Owner, other participants in the Project, for example the Owner's Construction consultant or subcontractors, and the like. The Design/Builder represents that it will employ its best efforts to ensure that its performance of the Services described herein will not result in a conflict of interest, will not violate any laws or contractual obligations with third parties, and is an enforceable obligation of the Design/Builder.

E. Prior Approval of All Subcontractors and Consultants. The Design/Builder will not, except for those subcontractors and consultants specifically identified in this Agreement, engage any other subcontractor or consultant for any of the Services for any Task Order without prior written notice to and written Approval of the Owner.

F. No Violation of Law. The Design/Builder represents that neither it, nor any of its officers, directors, owners, employees, partners, members, joint venturers and agents, or, to the best of its knowledge, any of its Approved subcontractors and consultants, have been charged with, pled guilty to, or been convicted of a criminal violation of federal or state law, other than as disclosed in advance to the Owner prior to execution of this Agreement, arising directly or indirectly from or related to its business operations that resulted or may result in the imposition of a monetary fine in excess of \$10,000, injunction, criminal conviction or other sanction that has resulted or may result in imprisonment in excess of one (1) year, and further represents that the Design/Builder has taken and shall take all reasonable steps to ensure that its officers, directors, owners, employees, partners, members, joint venturers, agents, subcontractors and consultants shall comply with the requirements of all laws, rules and regulations applicable to this Agreement or to the conduct of its or their businesses in the performance of the Services under this Agreement.

G. Quality and Performance of Services. The Design/Builder represents that it will perform, or ensure the performance by those employed by or under its control, the Services in a good and workmanlike manner consistent with the level of skill and care ordinarily exercised by members of the profession currently practicing in the State of Connecticut under similar conditions in connection with a Project of this type and scope, and will diligently pursue the completion of such Services in accordance with the terms of this Agreement.

H. Licenses and Permits. The Design/Builder represents that it possesses, and will ensure that its subcontractors and consultants possess, all professional licenses and other licenses and permits in the State of Connecticut that may be required to perform the Services required by this Agreement.

I. Observance of Proprietary Rights. The Design/Builder represents and warrants that it will take reasonable steps to ensure that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secret or other proprietary material of any third persons. Upon being notified of such a claim, the Design/Builder shall, at the request of the Owner and in the Owner's sole discretion, (i) defend through litigation or obtain through negotiation the right of the Owner to continue using the Services of the Design/Builder while such claim of infringement is contested; (ii) modify the Services to be rendered at no cost, expense or damage to the Owner so as to make such Services non-infringing while preserving the original functionality, and/or (iii) replace the Services or the infringing or potentially infringing portion thereof with the functional equivalent. If the Owner determines that none of the foregoing alternatives provide an adequate remedy or resolution of the claim of infringement, the Owner may terminate all or any part of the Services and, in addition to other relief, shall be entitled to recover the amounts previously paid to the Design/Builder hereunder related to such claim of infringement.

J. Communications and Coordination. The Project Manager shall receive, control and coordinate all documents and arrange all meetings with the Design/Builder and third parties on behalf of the Owner. The Design/Builder shall keep the Project Manager informed of the nature and content of all direct communications that the Design/Builder has with representatives of the State of Connecticut and the U.S. Government, if any, in connection with the Project.

K. Owner Shall Not Be Billed for Taxes. The Owner is not obligated to pay certain sales, use, gross receipts taxes, ad valorem or other taxes with respect to the Services rendered by the Design/Builder, its subcontractors and consultants, and the Design/Builder agrees not to invoice the Owner therefor. The Owner reserves the right to withhold pursuant to Section 12-430(7) of the Connecticut General Statutes, in addition to any Retainage provided in this Agreement, a percentage of the monies owed to any party that is a non-resident of the State of Connecticut but who has not received an appropriate certificate

from the Commissioner of Revenue Services pursuant to the aforesaid statute on account of sales taxes that may be owed by such non-resident to the State of Connecticut. Upon request of the Design/Builder, its subcontractors and consultants, the Owner's Department of Public Purchases will issue tax-exempt certificates to any party purchasing materials or rendering services to the Project for which a tax exemption is available.

L. **Inspection of Records; Audits.** The Owner, its agent(s), or the representatives of any funding source shall have the right to inspect such records from time to time, with or without prior notice, during the Design/Builder's normal business hours.

ARTICLE II DESIGN/BUILDER'S RESPONSIBILITIES

2.1 Basic Services

The Services required by the Owner consist of three (3) separate and distinct phases, that is, the Preliminary Design Phase, the Design Development Phase and the Construction Phase. The Owner reserves the right to discontinue for convenience the Design/Builder's Services upon the completion of the Preliminary Design Phase or upon the completion of the Design Development Phase, and reserves the separate right to decline to proceed with the Design/Builder's services for the Construction Phase.

A. **Defined.** The Design/Builder's basic services ("**Basic Services**") consist of the design services described herein and any other services normally performed by a designer to design a Project of this nature, including, but not limited to those activities described in subparagraph B below. In addition, the Design/Builder's basic services shall include all services required during the construction phase to ensure that the Project is constructed and achieves Final Completion in accordance with the Approved drawings.

B. **Design/Builder's Performance.** The scope of Design/Builder's Basic Services are to also include those services that are reasonable, consistent with and necessary for the design and construction of a Project complete and functioning, and including, but not limited to, attendance at periodic meetings, preparing and submitting written, monthly progress reports, and other efforts designed to keep the Owner informed of progress on the Project. Where the Owner has informed the Design/Builder of the funding source requirements, all Design/Builder's Services, records and documents shall fully comply with the restrictions and requirements of all laws, rules and regulations of federal, state and local governmental and quasi-governmental agencies, authorities and funding sources having jurisdiction over or otherwise related to the Project, utility companies, fire underwriters, and other parties disclosed by the Owner, known to the Design/Builder, or otherwise in effect at the time such Services are rendered,

or the date on which, for example, the Connecticut Department of Environmental Protection or the United States Army Corps of Engineers approves any permit for the Project, or which, in the exercise of the best professional judgment of an independent designer or builder retained by the Owner, should have been known to the Design/Builder and all of the Design/Builder's costs of compliance therewith shall be included in the Budget.

C. **Notice of Meetings.** The Design/Builder will give timely advance notice to Owner of any and all meetings held by the Design/Builder in connection with this Project with utility companies, or city, state or other regulatory agencies, third parties and the like. Scheduling of such meetings is to be done by the Design/Builder. The Design/Builder's Basic Services shall include attendance at public and private meetings related to obtaining any necessary approval for the Project.

D. **Cooperation with Other Professionals.** The Design/Builder shall cooperate fully with any consultant, construction manager, or contractor employed by the Owner in connection with the Project.

2.2 **Preliminary Design Phase.** The Preliminary Design Phase shall commence within five (5) days of receipt of a Notice to Proceed from the Owner on or such later date specified therein. During the Preliminary Design Phase, the Design/Builder shall be responsible for the following matters:

A. **Field Survey:** The Design/Builder shall perform reviews of all existing site conditions, landscaping and physical limitations on the site, shall perform a topographical survey of each area of the Project, prepare base mapping of existing facilities at an appropriate scale for layout of new structures and landscaping.

B. **Review and Notification of all Requirements for the Project.** The Design/Builder shall review and analyze the Project requirements with respect to the requirements of all federal, state and local regulatory agencies and authorities having jurisdiction over the Project to ascertain the requirements for all Permits and Approvals (defined below) required for the successful completion of the Project, and shall confirm to and mutually agree on all requirements in consultation with the Project Manager.

C. **Preliminary Study and Report.** The Design/Builder shall prepare preliminary drawings and a study report ("**Study Report**") which shall constitute the Preliminary Design Phase submittal ("**Preliminary Design Phase Documents**"). The format of the Study Report shall consist of the preliminary drawings including plan, elevation and section drawings illustrating the scale and relationship of all components of the proposed work to existing conditions and facilities, and shall illustrate the design concept and details for any proposed work or structure with regard to foundation, anchoring, internal and external

features, materials, finished appearance and location. The Study Report shall include all information required for permits and approvals including their timeframes, written information on material specifications, cost estimates in CSI format and any other information required to file for any and all required Permits and Approvals. The Preliminary Design Phase Documents shall form the basis for seeking Permits and Approvals for the Project and all other permitting as required and as necessary to perform and complete all required phasing to facilitate the timely completion of the Project within the Schedule.

D. Distribution of Project Information. The Design/Builder shall promptly furnish to the Project Manager copies of all drawings, documents, reports, test results, correspondence, studies, meeting minutes and other verbal record, on any media, created by or on behalf of the Design/Builder or which comes into the possession of the Design/Builder and required, desired or necessary to keep the Owner informed of the progress of the Design/Builder's Services, the progress of the Project, or as otherwise may be requested by the Owner pursuant to this Agreement. Deliverables for the final Preliminary Design Phase Documents shall be a minimum of four (4) hard copies of all documents and drawings submitted for review and one (1) electronic copy in approved electronic media. All the deliverables in all phases shall be prepared using the following computer programs: drawings in AutoCad™ Release 14; specification and bid documents in Microsoft Word™; cost estimates in Microsoft Excel™ except as the Owner may otherwise approve.

2.3 Design Development Phase. Upon receipt of Owner's written approval to implement the Preliminary Design Phase Documents, and upon receipt of a notice to proceed with the Design Development Phase, the Design/Builder shall do the following:

A. Preparation of Design Development Phase Documents. The Design/Builder shall prepare from the drawings and study report of the approved Preliminary Design Phase Documents a set of design development documents ("**Design Development Documents**") consisting of final-scale plans, elevations and detail sections sufficient in detail to describe the design concept and fix the size and character of the work as to site improvements, aesthetics, structure, mechanical systems, electrical systems, specifications of materials and finishes, as well as size and character of all other aspects or systems of the work, and to identify all materials, Approved substitutions, and other elements of the Work as may be appropriate. The Design/Builder shall prepare for submittal all design analyses indicating design criteria and parameters used in developing the design concept. The Design/Builder shall also prepare CSI-based specifications and a detailed CSI-based cost estimate for review, comment and Approval by the Owner. The cost estimate shall have unit costs and quantities with labor and material prices in sufficient detail to indicate whether the work exceeds the Construction Budget. These Design Development Documents shall be prepared

for consultation with the Owner and other consultants retained by Owner, if any, for the Project.

B. Conformity with Budget. The Design/Builder shall cooperate with the Project Manager and the Owner's designated consultants to review and update the Budget to ensure that the Design Development Documents do not exceed the cost of that phase of the Budget. To the extent that the construction cost exceeds the Budget after the completion of the Design Development Documents, the Design/Builder shall suggest options and alternatives to reduce the construction costs which, if accepted by the Owner, will be incorporated into the Construction Documents. The Owner's Representative, or his/her designee, reserves the right to recommend changes to the work that will assist in keeping the work within Budget, and the Design/Builder agrees to incorporate changes into the work, provided sound architectural practices are maintained.

C. Distribution of Project Information. The Design/Builder shall promptly furnish the Project Manager copies of all drawings, documents, reports, test results, correspondence, studies, meeting minutes and other verbal records, on any media, created by or on behalf of the Design/Builder or which come into its possession and which are required, desired or necessary to keep the Owner fully informed of the progress of the Design/Builder's Services, the progress of the Project, or as otherwise may be requested by the Owner pursuant to this Agreement. Deliverables for the final Design Development Phase Documents shall be at a minimum four (4) hard copies of all documents and drawings submitted for review and one (1) copy of all documents in approved electronic media, unless otherwise directed by the Owner.

2.4 Construction Documents Phase. Upon receipt of Owner's written authorization to implement the Design Development Documents presented in the Design Development Phase and to proceed with the Construction Document Phase, the Design/Builder shall have the following responsibilities:

A. Preparation of Construction Phase Documents. The Design/Builder shall prepare from the approved Design Development Documents, all necessary drawings and specifications setting forth in detail the requirements for the construction of the Project including drawings, technical specifications, and cost estimates as supplemented by the Construction Consultant, if any, and shall incorporate such information into such drawings and specifications and submit the Construction Documents to the Owner for Approval. This phase of the Work will include the pursuit of all Permits and Approvals required for the Project that have not previously been obtained.

B. Preparation of Documents and Permit Applications. The Design/Builder shall prepare and file, with the cooperation and approval of the Owner, all the required documents to obtain all Project Permits and Approvals from all governmental agencies and authorities having jurisdiction over the

Project and shall be responsible for revising the drawings and related materials, if necessary, in connection with obtaining such Permits and Approvals. The Design/Builder shall ensure that all costs of construction resulting from any such required revisions including fees for all Permits and Approvals are within the Budget. If it is necessary to revise the drawings to secure governmental approval, the drawings shall be revised by the Design/Builder, as necessary, at no additional cost to the Owner.

C. **Certification of Governmental Compliance.** Prior to the commencement of construction, the Design/Builder shall certify to the Owner and any funding source for the Project that the Budget, the Construction Documents, and all other required deliverables prepared for the Project, conform to all applicable governmental regulations, statutes and ordinances, and, that the Project, when constructed in accordance with the Construction Documents, shall comply with all applicable codes.

D. **Coordination of All Project Drawings.** The Design/Builder shall be responsible for ensuring that all Project drawings and specifications coordinate with the plans and specifications for any design furnished by a subcontractor or consultant employed by the Design/Builder and, furthermore, shall use its best professional judgment to see that all Project drawings and specifications coordinate with the plans and specifications for any design furnished by any consultant employed by the Owner.

2.5 **Construction Administration Phase**

A. **Design/Builder's Role.** Upon receipt of the Owner's authorization to proceed with construction, the Design/Builder shall provide all necessary construction administration services and shall consult with the Project Manager and the Construction Consultant, if any, to the extent necessary to fully protect the interests of the Owner.

B. **Site Visits.** The Design/Builder is responsible for the progress and quality of the construction and to ensure that construction is proceeding in substantial accordance with the Construction Documents and the Schedule. The Design/Builder shall notify the Project Manager in writing if any portion of the construction is not in conformity with the requirements of the Construction Phase Documents and make recommendations to the Owner for its correction at the Design/Builder's sole cost and expense. The Design/Builder shall consult with the Project Manager with regard to any and all circumstances arising during the course of the construction which would be in the best interests of the Owner.

C. **Rejection of Work; Additional Testing.** The Project Manager or the Construction Consultant, if any, shall, but are not obligated to, notify the Design/Builder of Work that does not appear to conform to the Construction Documents so that the Design/Builder has an opportunity to correct such

nonconformity. If the Design/Builder fails to correct any nonconformity that may exist, whether identified by the Project Manager or not, the Design/Builder shall be responsible for the correction of such nonconformity at its sole cost and expense. Whenever proper professional judgment would indicate a probability of a non-conforming or adverse circumstances, and in order to ensure the proper implementation of the intent of the Construction Documents, the Design/Builder shall conduct special inspection or testing of any Work in accordance with the provision of the Construction Documents, whether or not such work has then been fabricated, installed or completed.

D. **Certificate of Substantial Completion.** When the Project has achieved Final Completion, the Design/Builder shall certify such achievement in writing to the Owner ("**Certificate of Substantial Completion**"). The Design/Builder shall prepare the architectural and mechanical punchlist for review and comment by the Project Manager and shall simultaneously submit the Certificate of Substantial Completion for Approval by the Owner's Representative. The Owner's Representative shall determine whether the Certificate of Substantial Completion is acceptable and shall have the right to require the Design/Builder to correct defective work. Whether defective work is found or not, Design/Builder shall immediately pursue the punchlist work and shall complete the same no later than sixty (60) days after issuance of its Certificate of Substantial Completion.

E. **Certificate of Final Completion.** The Design/Builder shall receive and review written guarantees, manufacturers' manuals, parts lists and all documents related to the Project. Upon request of the Owner, but not before, the Design/Builder shall issue a certificate of final completion stating that Project has been completed in accordance with the Construction Documents ("**Certificate of Final Completion**") and shall submit to the Owner simultaneously all close-out documents, as-built drawings, final lien waivers and consents of surety from Design/Builder and all of its subcontractors and consultants before Final Payment can be made.

F. **Disputes and Claims.** The Design/Builder has full responsibility to give full and prompt attention to any claims or controversies that arise during the course of construction of the Project and to resolve the same at its sole cost and expense.

G. **Assistance in Meetings.** The Design/Builder shall assist the Owner in connection with any meetings with governmental agencies and authorities necessary to obtain any Permits or Approvals for the Project.

H. **Course of Construction Testing Program.** The Design/Builder shall be responsible for the development of a course of construction testing program, including but not limited to material testing, special inspections and the like to ensure that all materials incorporated into the Work meet the requirements of the specifications and are in compliance with all codes.

I. **Equipment Evaluation.** The Design/Builder shall furnish to City personnel all necessary assistance and training in the utilization of any equipment or system that is incorporated into the Project.

J. **Record Drawings.** At the completion of the Project, the Design/Builder shall provide Construction Documents on a computer diskette in a Windows format compatible with AutoCad™, Release 14 software or other media approved by the Owner. Said documents shall reflect as-built conditions. In addition to the computer diskette, the Design/Builder shall provide two (2) sets of blackline prints and one (1) set of photocopy mylars, at the Design/Builder's sole cost and expense.

N. **Work Reports and Records.** The Design/Builder shall keep accurate written records of the progress of the Project, copies of which shall be promptly furnished to the Owner. Bi-weekly field reports are to be produced and submitted to the Owner, no later than five (5) days after the date of the field observation.

O. **Cost Records.** The Design/Builder shall keep and maintain accurate and detailed accounting records of any and all costs incurred on the Project for purposes of subsequent examination and audit. Such records shall be kept at the Design/Builder's principal place of business and, if the same is not located in the State of Connecticut, the Design/Builder will have to make arrangements to keep such records in the State of Connecticut. Such records shall be made available to the Owner on reasonable prior notice. At any time within five (5) years from the date of Substantial Completion or Final Completion of the Project, the Owner or its designee shall have the right to inspect, copy and audit such records.

P. **Liability For Construction Means, Methods, etc.; Safety.** The Design/Builder shall be responsible for all construction means, methods, technology, sequences; procedures and for performing any and all construction activities; and safety in connection with the Work or at the Project site.

ARTICLE III INFORMATION AND COMMUNICATION

3.1 **Information Supplied by Owner.** The Owner shall provide information regarding its requirements for the Project in sufficient detail to enable the Design/Builder to prepare comprehensive Design Development Documents. The Owner shall furnish such information with reasonable promptness to avoid delay in the performance and delivery of the Services. The Design/Builder shall review the Owner's requirements for completeness and accuracy and shall notify the Owner, in the exercise of the Design/Builder's best professional judgment, if it knows or believes that reliance upon the Owner-supplied information would be unreasonable, in which case the Design/Builder shall inform the Owner's

Representative in writing of the basis for questioning the reliability or reasonableness of the information supplied.

3.2 Representation of the Owner; Differing Responsibilities of the Owner's Representative and the Project Manager. The Owner shall be represented on this Project by the Project Manager and the Owner's Representative. At the inception of this Agreement, the Project Manager will be _____, Division of Construction Management Services. The Design/Builder is cognizant that the Owner's Representative and the Project Manager have different authority and responsibility under this Agreement. In all cases, the decisions of the Owner's Representative shall take precedence.

A. Owner's Representative. The Owner's Representative has full and final authority over all material decisions relating to this Agreement and the contractual relationship between the Owner and the Design/Builder, including but not limited to, decisions pertaining to changes in Compensation, changes in scope of Services, requests for Additional Services, changes to time for performance, termination of the Design/Builder, Approval of additional subcontractors and consultants not previously Approved by the Owner, changes to the Owner's Representative, changes to deliverable items, and any other cardinal change or material decision related to this Agreement.

B. Project Manager. The Project Manager has responsibility for day-to-day coordination with the Design/Builder, communications from the Owner's Representative to the Design/Builder, inspections, verifications, reports, meetings, initial sign-off on monthly invoices prior to submission to the Owner's Representative for review and Approval, and other typical contract administration functions that are not inconsistent with the decision-making authority of the Owner's Representative as to material matters and cardinal changes.

C. Clarification of Authority. Should the Design/Builder have any question or doubt concerning the role or authority of either the Project Manager or the Owner's Representative, real or perceived, direct or indirect, the Design/Builder is responsible for seeking clarification, confirmation or decision from the Owner's Representative before proceeding. The Design/Builder may rely on the oral clarification, confirmation or decision of the Owner's Representative, but must promptly seek to reduce the same to writing so that such action of the Owner's Representative is reflected in the Project records. The Design/Builder shall be liable for any action taken or foregone which has an adverse affect on the Project or the Owner based upon decisions of the Project Manager outside of the scope of his/her responsibilities with respect to the Project as to which the Design/Builder failed to seek clarification from the Owner's Representative. On the other hand, the Design/Builder shall not be liable for any action taken or foregone which has an adverse affect on the Project or the Owner when such action or forbearance resulted from direction taken or decision made by the Owner's Representative.

3.3 Independent Legal and Accounting Services. The Owner shall furnish its own legal, accounting, auditing and insurance counseling services, however, the fact that the Owner possesses such support services will not relieve the Design/Builder of its responsibilities pursuant to this Agreement. The Design/Builder shall furnish, at its own overhead expense, its own legal, accounting, estimating, auditing and insurance counseling services.

3.4 Confidential Information. Each party hereby acknowledges that it may be exposed to confidential information which may not be available to the public or discoverable under the Freedom of Information Act ("FOIA") and other proprietary information belonging to the other party or relating to its business and affairs, including, without limitation, source code and design materials for work product and other materials expressly designated or marked as confidential ("**Confidential Information**"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party; (iii) information received by a party from a third party who was free to disclose it; or (iv) information required to be disclosed by a court or administrative agency or authority, or (v) information properly disclosable under FOIA.

3.5 Covenant Not to Disclose. Each party hereby agrees that during the term of this Agreement and at all times thereafter it shall not use, commercialize or disclose the other party's identified Confidential Information to any person or entity, except to its own employees who have a "need to know," to such other recipients as the party claiming confidentiality may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. The Design/Builder will notify the Owner of spills or other discharges of hazardous environmental contaminants, hazardous waste, regulated chemicals and other conditions that may be detrimental to public health, safety and welfare which are regulated under Connecticut law ("**Reportable Environmental Event**"). In cases where the Owner is not the property owner affected by such Reportable Environmental Event, the Design/Builder shall notify the Owner of such Reportable Environmental Event and the Owner will notify the property owner of such occurrence. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than due diligence and care. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

3.6 Existing Environmental Reports. The Owner shall furnish to the Design/Builder for its use any chemical, air and water pollution tests, tests for hazardous materials and other laboratory and environmental tests in the Owner's possession related to the Work of a Task Order.

ARTICLE IV REMEDIES

4.1 **Default by Design/Builder.** It shall be a material default under this Agreement in the event that any of the following occur (each a “**Design/Builder Default**”): (i) The Design/Builder fails to expeditiously perform the Services required to be performed through no fault of the Owner thereby delaying the commencement, progress, or delivery of the Project, or (ii) the Design/Builder is slow to pay or fails to pay any subcontractor or consultant promptly after the Design/Builder has been paid for the work of such subcontractor or consultant, or (iii) the Design/Builder is declared to be bankrupt or insolvent, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy or insolvency, or a receiver for the Design/Builder is appointed, or a bankruptcy or insolvency proceeding, petition, declaration or assignment is not set aside within thirty (30) days of filing, or (iv) any representation or certification made by the Design/Builder to the Owner shall prove to be false or misleading on the date said representation or certification is made, or (v) default shall be made in the observance or performance of any material covenant, agreement or condition contained in this Agreement required to be kept, performed or observed by Design/Builder, or (vi) there has been a material adverse change in the financial condition of the Design/Builder, or (vii) the Design/Builder, or any of its principals or officers shall be convicted of or plead guilty to the commission of a crime punishable as a felony or imposing a fine in excess of \$10,000, or (viii) the Design/Builder violates a material provision of any laws, ordinances, rules, regulations or orders of any public authority in the performance of its duties hereunder. If such an Design/Builder Default has occurred and has not been cured within thirty (30) days, with or without written notice from the Owner, the Owner may declare a Design/Builder Default hereunder and exercise any remedies available to it, including the termination of this Agreement. In the event that the Owner terminates the Design/Builder for an Event of Default that is not cured after notice and such termination becomes the subject of arbitration, if the Owner’s termination of the Design/Builder is deemed to have been wrongful or inappropriate, such termination will be deemed converted to a termination for convenience by the Owner and the Design/Builder’s remedies shall be limited to those set forth herein with regard to termination for convenience.

4.2 **Default by Owner.** In the event the Owner shall fail to perform any of its material obligations pursuant to this Agreement (“**Owner’s Default**”), the Design/Builder shall give written notice stating the nature and details of such default to the Owner within fourteen (14) days of the occurrence of the event. If the Owner fails to cure a payment default within sixty (60) days after receipt of such notice, the Design/Builder may declare an Owner’s Default hereunder and exercise any remedies available to it.

4.3 Termination by the Owner Due to Design/Builder Default. If the Design/Builder fails to supply enough properly-skilled professionals and employees, or fails to provide sufficient and proper materials, or if the Design/Builder commits a material violation of any laws, ordinances, rules, regulations or orders of any governmental agency or authority having jurisdiction, or otherwise commits a Design/Builder Default under this Agreement, the Owner shall give written notice to the Design/Builder with the nature and specifics of such default within fourteen (14) days of the occurrence of the event. In the event that the Design/Builder fails to cure such default within fourteen (14) days after receipt of such notice, the Owner may declare the Design/Builder to be in default hereunder and exercise any remedies available to it. The Owner may, without prejudice to any right or remedy, terminate the employment of the Design/Builder and take possession of all plans, specifications, drawings and other data prepared by the Design/Builder, whether complete or not, by whatever method the Owner may deem expedient. Additionally, the Owner may pursue any legal action available to it to obtain relief for actual damages suffered by reason of a Design/Builder Default hereunder. In such event, the Design/Builder shall be liable to compensate and reimburse the Owner for all of its loss, cost and expense, including but not limited to attorneys' fees and consultants' fees, which are caused directly or indirectly by the Design/Builder Default but such losses may not include compensatory, exemplary or punitive damages.

4.4 Termination by Design/Builder. Should the Owner commit an Owner's Default that continues beyond the giving of notice and the passage of the cure period provided herein, the Design/Builder may, as its sole and exclusive remedy, terminate this Agreement. Upon such a termination, the Design/Builder shall be entitled to recover from the Owner all Compensation due for Services performed in accordance with the requirements of this Agreement to the date of such termination, including Reimbursable Expenses. The Design/Builder may not recover any other damages, costs or expenses from the Owner other than payment for Services performed up to the date of termination.

4.5 Termination by Owner Without Fault of the Design/Builder. Upon fifteen (15) days' prior written notice, the Owner shall have the right to cancel and terminate this Agreement at any time whether or not a Design/Builder Default exists hereunder, and the Owner shall incur no liability to the Design/Builder or any other person by reason of such cancellation, except that, if the cancellation is for no fault of the Design/Builder, the Owner shall pay to the Design/Builder all sums then due to the Design/Builder hereunder for Services rendered in accordance with this Agreement performed up to the date of termination.

4.6 Transfers on Termination; Assignment of Contracts. In the event of any termination of this Agreement by the Owner, the Design/Builder shall, upon written request of the Owner, return to the Owner within seven (7) days all drawings, renderings, calculations, reports, studies, papers, materials

and other items on every form of media prepared by, in the possession of, or available to the Design/Builder relating to the Project whether created by or at the request of the Design/Builder or created by others. In addition, each party will assist the other party in an orderly termination of this Agreement and the transfer of the Design/Builder's interest in all contracts or arrangements with subcontractors, consultants, material suppliers and others, however, the Owner shall only be responsible for payments that may be due for goods and services rendered to the Project after the date of termination of the Design/Builder.

4.7 Resolution of Disputes and Choice of Law. The parties agree that all disputes between them in connection with this Agreement or the interpretation thereof, if they cannot be resolved by mutual agreement, shall be resolved in a court of law having jurisdiction over the parties located in Fairfield County, Connecticut.

4.8 Claims For Additional Compensation and Time. If an event occurs or other circumstances arise during the performance of the Services that establish or may tend to establish a claim by the Design/Builder for additional Compensation and/or additional time to perform, the Design/Builder shall promptly make such claim to the Owner in writing within fourteen (14) days of the occurrence of such event or circumstances setting forth the facts giving rise to such claim under this Agreement and the additional Compensation or contract time requested by the Design/Builder. The Design/Builder shall not undertake to perform additional work without the prior written approval of the Owner. All claims for additional Compensation or additional contract time that are not asserted with such 14-day period are deemed waived by the Design/Builder.

ARTICLE V INDEMNIFICATION AND INSURANCE

5.1 Indemnification. The Design/Builder represents and warrants that it will employ its best professional judgment in the performance of the Services hereunder to ensure that the Project is free from material defects which were known or should have been known to the Design/Builder in the exercise of reasonable care under the circumstances. To the fullest extent permitted by law, the Design/Builder, for itself, its subcontractors and consultants (the "**Indemnitor**"), agrees to indemnify, save and hold Owner, its elected officials, department heads, employees, contractors and subcontractors (the "**Indemnitee**") harmless from and against any and all liability, damage, loss, claim, demand, action and expenses of any nature whatsoever, including, but not limited to, costs, expenses, consulting fees and reasonable attorneys' fees which arise out of or are connected with: (i) any negligent act, error or omission by the Indemnitor in the performance of this Agreement; (ii) the negligent failure of the Indemnitor to comply with the laws, statutes, ordinances or regulations of any governmental or quasi-governmental agency or authority having jurisdiction over the Project; or (iii) the breach of any material term or condition of this Agreement

by the Indemnitor. The provisions of this indemnification article shall not be construed as an indemnification of the Indemnitee for any loss or damage attributable to the sole act or omission of the Indemnitee. The indemnity set forth above shall survive the completion, expiration or any earlier termination of this Agreement.

5.2 Environmental Indemnification.

A. **Indemnification.** [The Capitalized terms used herein are defined in Paragraph 5.2.B hereof.] The Design/Builder hereby agrees, unconditionally, absolutely and irrevocably, jointly and severally, if more than one, to indemnify, defend and hold harmless the Owner from and against and in respect of any loss, liability, cost, injury, expense or damage of any and every kind whatsoever (including, without limitation, court costs, attorneys' fees, consultants' fees and experts' fees and expenses, whether or not litigation is commenced) which at any time or from time to time may be claimed, suffered or incurred by a third party in connection with any inquiry, charge, claim, cause of action, demand, abatement order or lien made or arising directly or indirectly or in connection with, with respect to, or as a direct or indirect result of the Design/Builder's action or omission which results in a Release to or from the Project site into the Environment of any Hazardous Substances including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under or as a result of the enforcement of the Environmental Laws, whether now known or unknown, including without limitation:

- (i) the removal, encapsulation, containment or other treatment, transport or disposal of Hazardous Substances on the Project site or emanating therefrom;
- (ii) the imposition of a lien against the Project site, including liability resulting from the Design/Builder's failure to take prompt steps to remove, and to remove, such lien by payment of the amount owed or by the furnishing of a bond, cash deposit or security in an amount necessary to secure the discharge of such lien or the claim out of which the lien arises;
- (iii) any inquiry, claim or demand, by any person including without limitation, any costs incurred in connection with responding to or complying with such inquiry, claim or demand;
- (iv) any failure of the Design/Builder to use the Project site in compliance with all applicable Environmental Laws, and the defense of any litigation, proceeding or governmental investigation relating to such failure to comply with Environmental Laws;
- (v) any personal injury concerning or relating to the presence of Hazardous Substances on or emanating from the Project site, or as a result of activities conducted on or with respect to the Project site in connection with the remediation of Hazardous Materials thereon or emanating therefrom.

The provisions of this indemnification shall govern and control over any inconsistent provision of any other document executed or delivered by the Design/Builder in connection with this Agreement. This paragraph shall survive the completion, expiration or early termination of this Agreement and shall be a continuing obligation of the Design/Builder and shall be binding upon the Design/Builder, its successors and assigns, and shall inure to the benefit of the Owner, its successors and assigns.

B. Definitions.

"Environment" means any water or water vapor, any land including the land surface and subsurface, air, aquatic life, wildlife, biota and all other natural resources and features.

"Environmental Laws" means, without limitation, all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the Environment and/or governing the use, storage, production, treatment, generation, transportation, processing, handling or disposal of Hazardous Substances, and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives, whether formal or informal, of federal, state and local governmental agencies and authorities with respect thereto, as they may be amended, renumbered, substituted or supplemented from time to time, and those Environmental Laws that may come into being or into effect in the future.

"Environmental Permits" means, without limitation, all permits, licenses, approvals, authorizations, filings, consents or registrations required by any applicable Environmental Law in connection with (a) the ownership, use and/or operation of the Project site for the use, storage, production, treatment, generation, transportation, processing, handling or disposal of Hazardous Substances, or (b) the sale, transfer, encumbrance or conveyance of all, or any portion of the Project site.

"Hazardous Substances" means, without limitation, any flammable, explosive, corrosive or ignitable material, characteristic waste, listed waste, radon, radioactive material, asbestos, urea-formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum-based wastes, methane gas, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, mixtures or derivatives having the same or similar characteristics and effects, as defined in, listed under, or regulated by various federal, State or local environmental laws, rules or regulations, including, without being limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Emergency Planning and Community Right to Know Act, as amended (42 U.S.C.

11001 et seq.), the Resource, Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq.), the Clean Water Act, as amended (33 U.S.C. 1251 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. 300, et seq.), or as such substances are defined under any similar state laws or regulations, including, without being limited to, the release of substances constituting a "spill" as defined in Connecticut General Statutes Section 22a Sect. 452(c).

"Improvements" means the buildings, structures and other physical improvements previously existing, presently located on, or to be constructed on the Project site.

"Project site" means the real property described herein and its appurtenances.

"Release" or "spill" shall have the same meaning given to those terms under the Environmental Laws whether they are historic or sudden, and without regard to quantity.

5.3 Insurance. The following insurance coverage is required from the Design/Builder and it is understood that the Design/Builder will require other coverage from every subconsultant in any tier according to the work being performed and shall ensure that all insurance coverage is issued and in force in accordance with the terms hereof.

A. Coverage Required. The Design/Builder shall procure, present to the Owner in advance of any Services performed, and maintain in effect for the term of this Agreement without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating or other rating acceptable to the City.

Errors and Omissions Insurance (claims made form) will be provided by all design professionals involved in the Project with minimum limits of \$3,000,000, or as otherwise required by the Owner.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this Agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per

occurrence and \$2,000,000 combined primary and excess coverage for each occurrence/aggregate and \$300,000 property damage.

Business Automobile insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of \$1,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

Workers' Compensation insuring in accordance with statutory requirements in order to meet obligations towards employees in the event of injury or death sustained in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.

B. General Requirements. All policies shall include the following provisions:

Cancellation notice—The Owner shall be entitled to receive from all insurance carriers an unequivocal agreement to provide not less than 30 days' prior written notice of cancellation, non-renewal or reduction in coverage, such notices to be given to the Owner at the following address: Purchasing Agent, City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance on a ACORD-25S form delivered to the Owner and authorized with original signature or stamp of the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate to be delivered to the Owner prior to any work or other activity commencing under this Agreement.

Additional insured—The Design/Builder, its subcontractors and consultants will arrange with their respective insurance agents or brokers to name the Owner, its elected officials, officers, department heads, employees and agents, at no additional cost to the Owner, on all policies of primary and excess insurance coverages as additional insured parties except errors and omissions coverage and workers' compensation coverage, and as loss payee with respect to any damage to property of the Owner, as its interest may appear. The undersigned shall submit to the Owner upon commencement of this Agreement and periodically thereafter, but in no event less than once during each year of this Agreement, evidence of the existence of such insurance coverages in

accordance with the terms of this Agreement. The City shall be designated as follows:

"The City of Bridgeport
Attention: Purchasing Agent
Margaret E. Morton Government Center
999 Broad Street
Bridgeport, Connecticut 06604"

ARTICLE VI MISCELLANEOUS

6.1 Singular, Plural, Gender, etc. Wherever in this Agreement the context so requires, the singular number shall include the plural number and vice versa, and any gender herein used shall be deemed to include the feminine, masculine or neuter gender.

6.2 Professional Services Contract. This Agreement is entered into to provide for the various phases of the design of the Work related to the Project, to provide for the construction of the Project within the Project Budget and Schedule, and to define the rights and obligations, risks and liabilities of the parties to each other. This Agreement, and any document or agreement entered into in connection herewith, shall not be deemed to create any other or different relationship between the Design/Builder and the Owner other than as expressly provided herein. The Design/Builder acknowledges that the Owner is not a partner or joint venturer with the Design/Builder and that the Design/Builder is not an employee or agent of the Owner.

6.3 Prohibition Against Assignment. The Design/Builder may not transfer, hypothecate or in any way alienate or assign its obligations under or interest in this Agreement or delegate any duties to be performed by it hereunder without the prior written consent of Owner, which consent may be withheld in the Owner's sole and absolute discretion. The Owner may assign its interest in this Agreement at any time to any person or entity that assumes the Owner's obligations from the date of the assignment hereunder; provided, however, that absent express consent in writing by the Design/Builder, such assignment shall not release the Owner from its obligations to the Design/Builder hereunder for payment of all amounts due the Design/Builder pursuant to this Agreement.

6.4 Time of the Essence. All dates set forth in this Agreement, and the mandatory milestone dates contained in the Approved Schedule, as may be amended from time to time, are agreed to be critical to the completion of the Project and shall be considered of the essence to this Agreement.

6.5 Notices. All notices, requests, demands or changes of address required or desired by either party shall be in writing and shall be either

personally delivered, delivered by messenger or overnight delivery service, or be delivered by registered or certified mail, return receipt requested, postage prepaid, and addressed to the other party at the address heretofore set forth (each a "Notice"). All Notices shall be deemed received, in the case of personal or overnight delivery service, upon receipt, or in the case of mailing, on the date of receipt thereof by the party to whom it is addressed or, if receipt is refused, upon the expiration of forty-eight (48) hours from the time of deposit of such mailed notice in an office of the United States Postal Service. A change of address of a party shall be set forth in the same manner as other required notices.

6.6 No Waiver. No waiver of any party's default hereunder by the other party hereto at any one time shall be construed as a waiver by such party of any subsequent breach of the same or another term of this Agreement by the other party.

6.7 Ownership of Documents. All drawings, specifications, surveys, test results, models, plans, computer programs, databases and other work product prepared by the Design/Builder or anyone employed by the Design/Builder in any form or media upon creation are and shall be the sole and exclusive property of the Owner, including without limitation all copyrights, rights of reproduction and reuse, and other interests relating thereto. The Owner and any entity affiliated with the Owner may reuse all such documents and data for future work in connection with the construction of the Project or for future Projects, provided that the Owner shall not alter any drawings or specifications signed and sealed by the Design/Builder without its prior written consent. The Design/Builder shall have an irrevocable, non-exclusive license to copy and use such documents and data and may retain copies of such documents and data for re-use in the conduct of its professional practice.

6.8 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of the Owner and the Design/Builder and their respective successors, Approved assigns and legal representatives.

6.9 Captions. The captions and headings contained herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

6.10 Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of Connecticut. Any legal action brought to enforce any provision or obtain any interpretation of this Agreement or for other relief shall be brought in a State or Federal court of competent jurisdiction over the parties in Bridgeport, Connecticut.

6.11 **Entire Agreement.** Each party acknowledges that there are no prior or contemporaneous oral promises, undertakings or agreements in connection with this Agreement that are not contained herein. This Agreement may be modified only by a written agreement signed by all parties hereto. All previous negotiations and agreements between the parties hereto, with respect to the transactions set forth herein, are merged into this instrument, the documents or other materials referenced herein, and amendments hereto mutually agreed to in writing by the parties, which together fully and completely express the parties' rights and obligations.

6.12 **Partial Invalidity.** If any term or provision of this Agreement is believed to be illegal, unenforceable or in violation of the laws, statutes, ordinances or regulations or any public agency or authority having jurisdiction over the parties or the Project, then, such matter shall be submitted to arbitration in accordance with this Agreement to determine whether such term or provision is severable or if this Agreement is deemed to be a whole by a fair construction of its terms and provisions under Connecticut law. If such term or provision is found to be severable, this Agreement shall remain in full force and effect, such term shall be deemed stricken therefrom and this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision. If such term is not found to be severable, this Agreement may be terminated by either party upon the giving of prompt written notice within ten (10) days after such determination, whereupon the rights and obligations of the parties shall be determined in accordance with the provisions of this Agreement as if a mutual, voluntary termination had occurred.

6.13 **Survival.** The terms, provisions, representations, warranties and certifications contained in this Agreement or inferable therefrom, shall survive the completion of the Project, or the earlier termination of this Agreement as to the Services completed to the date of such termination, subject to all applicable statutes of limitation and repose.

6.14 **Waiver of Liens.** The Design/Builder understands that it may not place a mechanic's lien or other encumbrance on the Premises and hereby waives any right it may have to file or assert a mechanic's or materialmen's lien against the Project site or against the Project, including but not limited to, any rights granted to the Design/Builder by the laws of the State of Connecticut.

6.15 **Excusable Delay.** The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of extreme and unseasonable weather conditions, natural disasters, catastrophic events, mass casualties to persons or significant destruction of property, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which

prevent any party's ability to perform its respective obligations under this Agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the scope of Services, and may result in the need to adjust the Compensation or time in accordance with the terms of this Agreement.

6.16 Non-Discrimination. The requirements for minority hiring and participation by disadvantaged businesses are set forth in Chapter 3.12 of the Municipal Code of Ordinances of the City of Bridgeport, which Chapter is attached here to as **Exhibit E**.

6.17 Precedence of Documents. The documents constituting this Agreement set forth in Paragraph 6.11 are intended to be complementary and shall be read together to include everything necessary for the proper execution and completion of the Work. However, to the extent that any conflicts, inconsistencies or ambiguities exist in the contract documents, the Design/Builder shall perform the more stringent requirement or adhere to the higher standard of work or performance involved. In the event of an irreconcilable conflict, then a determination shall be made by review of the various contract documents in the following descending order of precedence:

This Agreement, including all exhibits, attachments, schedules, and documents

referred to therein whether incorporated by reference or not;

Any properly-executed change or amendment;

As between figures given in drawings and the scale of measurements, the figures shall take precedence; and

Detail drawings shall have precedence over general drawings.

6.18 Council Approval of Agreement Required. This Agreement shall become effective when the City Council of the City of Bridgeport approves the same, the Mayor executes the Agreement and the Design/Builder receives a fully-executed original thereof complete with all Schedules and Exhibits.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF BRIDGEPORT

By: _____

DESIGN/BUILDER

By: _____

Name:

Title:

Duly-authorized

Design/Builder's Proposal

Exhibit B

**Hourly Billing Rates of Design/Builder and Each
Subcontractor and Consultant**

Reimbursable Expenses

Reimbursable Expenses shall include the following:

1. Shipping and handling of documents during design and construction documents phases.
2. Reproduction of documents for submittals to the Owner and regulatory agencies (the Owner will provide for reproduction of final documents for bidding and construction purposes)
3. In-house printing
4. Computer plots
5. Long-distance telephone
6. Local courier services
7. Out-of-city courier services
8. Mileage beyond 50 mile radius of City of Bridgeport

Project Schedule

Exhibit E

Nondiscrimination

- A. The Contractor agrees and warrants that during the performance of this contract he will not Discriminate or permit discrimination against any person or group of persons because of race, color, religion, sex, age or national origin in any manner prohibited by the laws of the United States or of the state of Connecticut, and further agrees to take affirmative action that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Office of Contract Compliance of the City of Bridgeport setting forth the provisions of this section.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age or national origin.
- C. The Contractor will send to each labor union or other representative with which he has a collective bargaining agreement or other contract or understanding, and to each vendor with which he has a contract or understanding, a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under this division, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of this Section and with all the rules and regulations or orders issued by the Office of Contract Compliance pursuant thereto.
- E. The Contractor will provide the Office of Contract Compliance with such information requested by said office concerning the employment pattern, practices and procedures of the Contractor as relate to the provisions of subsections A through C of this Section and rules and regulations and/or orders issued pursuant thereto.

- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the Contract or with any rule, regulation or order issued under this Section, the Contract may be canceled, terminated or suspended, in whole or in part and such other sanctions may be imposed and remedies invoked as are provided under the provisions of Section 3.12.100(D) of the City of Bridgeport Ordinances and rules, regulations or orders issued pursuant thereto, or as provided by federal and state laws.

- G. The Contractor will include the provisions of subsection A of this Section, in every subcontract or purchase order unless exempted by rules, regulations or orders of the Office of Contract Compliance issued pursuant to Section 3.12.060 of the City of Bridgeport Ordinances, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Office of Contract Compliance may direct as a means of enforcing this Section, including sanctions for non-compliance in accordance with the provisions of Section 3.12.100 of the City of Bridgeport Ordinances.

Task Order Form

This Task Order No. ____ is made as of this ____ day of _____, 2014 under the terms and conditions established in the Design/Build Agreement between the Owner and the Design/Builder dated _____, and shall constitute an amendment to such Agreement. This Task Order is issued for the following purpose, consistent with the Project defined in the Agreement:

[Brief description of the Project elements to which this Task Order applies.]

Section A—Scope of Services

A.1. The Design/Builder shall perform the following Services:

A.2. The following Services are not included in this Task Order, but shall be provided as additional Services if Approved in writing by the Owner.

A.3. In conjunction with the performance of the foregoing Services, the Design/Builder shall provide the following submittals/deliverables ("**Deliverables**") to the Owner:

Section B—Task Schedule

The Design/Builder shall perform the Services and deliver the related documents, if any, according to the following Task Schedule:

Section C—Compensation

C.1. In return for the performance of the Services under this Task Order, the Owner shall pay the Design/Builder Compensation in the amount of [dollars], payable according to the following terms:

C.2. Compensation for any additional Services requested under this Task Order, if any, shall be paid by the Owner to the Design/Builder according to the following terms:

Section D—Owner's Responsibilities

The Owner shall perform and/or provide the following in a timely manner so as not to delay the performance or completion of the Services by the Design/Builder. Unless otherwise provided in this Task Order, the Owner shall bear all costs incident to compliance with the following:

Section E—Other Provisions

The parties agree to the following additional provisions with respect to this Task Order:

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Owner

By: _____
Name:
Title:

Design/Builder

By: _____
Name:
Title: