



City of Chicago



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Office of the City Clerk

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Sponsor(s):	Emanuel, Rahm (Mayor)
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Title:	Renewal of contract with DePaul University regarding public way and freight tunnel use
Committee(s) Assignment:	Committee on Transportation and Public Way



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 8, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing a renewal of a contract with DePaul regarding public way and freight tunnel use.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, Various persons have requested permission to place two-way high-speed interoffice telecommunications systems consisting of fiber optic and copper cables for internal use and not for sale, resale, exchange or lease in the public ways of the City of Chicago, Illinois (the "City"); and

WHEREAS, It is in the best interest of the City to provide permits facilitating the development of state-of-the-art interoffice telecommunications systems in the City; and

WHEREAS, It is in the best interest of the City that the City receive fair and reasonable compensation from persons using the public assets of the streets and ways for interoffice telecommunications; and

WHEREAS, The City wishes to provide uniform terms and conditions to the greatest extent possible for qualified persons who have requested permission to place interoffice telecommunications systems in the public ways for internal use and not for sale, resale, exchange or lease; and

WHEREAS, DePaul University (the "Grantee"), is an Illinois not-for-profit corporation which is authorized and engaged in the endeavor of providing higher education in Illinois; and

WHEREAS, Grantee received permission and authority to maintain and operate as constructed a two-way high-speed private line telecommunications system in the public ways of the City for internal use and not for sale, resale, exchange or lease to Third Parties (as hereinafter defined), nor with the objective of generating revenues or profits from the City Council of the City of Chicago (the "City Council") by an ordinance adopted by the City Council on July 31, 1990 and published in the Journal of the Proceedings of the City Council of the City of Chicago (the "Journal") of such date at pages 19516 through 19542 (the "Prior Ordinance") as amended by an ordinance adopted by the City Council on May 19, 1993 and published in the Journal of such date at pages 32454 through 32486 (the "Amendment") as further amended by an ordinance adopted by the City Council on June 14, 1995 and published in the Journal of such date at pages 3192 through 3241 (the "Second Amendment") as further amended by an ordinance adopted by the City Council on May 14, 1997 and published in the Journal of such date at pages 44348 through 4362 (the "Third Amendment"); as further amended by an ordinance adopted by the City Council on October 4, 2006 and published in the Journal of such date at pages 86515 through 87585 (the "Fourth Amendment"); and

WHEREAS, Pursuant to Section 2.4 of the Prior Ordinance, Grantee wishes to renew, preserve and extend the privileges to use the authorized routes; and

WHEREAS, Grantee's telecommunications system will be used solely to further the tax exempt and/or not-for-profit purpose of Grantee and not for sale, resale, exchange or lease to Third Parties nor with the objective of generating revenues or profit; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Definitions.

Section 1.1

"Affiliates" shall include any subsidiary or parent or intermediary corporation of Grantee or any entity which is under control of a parent, subsidiary or intermediary of Grantee or any entity which is capable of exercising a substantial degree of control over Grantee through ownership of stock or partnership interests in Grantee. The term "control" shall mean the right to exercise directly or indirectly the voting rights or the power to direct or cause the direction of management policies of the controlled or intermediary entity.

Section 1.2

"Annual Fee" shall mean the amount payable in advance to the City by the Grantee pursuant to Section 5.1 hereof and shall be Six Dollars (\$6.00) per linear foot of Cable Conduit occupied or authorized to be occupied by Grantee's System along the Authorized Routes in the Public Ways of the City.

Section 1.3

"Authorized Routes" shall mean the linear routes within specified Public Ways and the Chicago Freight Tunnels Grantee is authorized to use, subject to the requirements and limitations of this ordinance, for the purpose of installing, constructing, operating, maintaining, renewing and repairing its System, as set forth in Exhibit 1 attached hereto and made a part hereof.

Section 1.4

"Cable Conduit" shall mean the per linear foot of conduit occupied or authorized to be occupied by Grantee's System along the Authorized Routes.

Section 1.5

"Cable Television System" shall mean any system in the City required to be franchised by the City pursuant to Section 4-280 of the Code in order to operate, including but not limited to any system consisting of a set of closed transmission paths with associated signal generation and/ or reception and control equipment designed to distribute the following services to members of the public who subscribed therefor: (1) one-way transmission of video and audio programming provided by, or considered comparable to programing provided by, a television broadcast station, (2) information that an operator of a Cable Television System makes available to all subscribers generally, and (3) incidental subscriber interaction required for the selection of such programming and information.

Section 1.6

"Chicago Freight Tunnels" shall mean the freight tunnels running below certain streets of the City, as more fully illustrated in Exhibit 6 attached hereto and made a part hereof.

Section 1.7

"Code" shall mean the Municipal Code of Chicago, as amended.

Section 1.8

"Contractor" shall mean collectively any contractor, subcontractor, agent or consultant employed by Grantee or an Affiliate to construct, install, operate or maintain Grantee's System. A contractor may be an Affiliate.

Section 1.9

"Copper Cables" shall mean the copper telecommunications cables, existing or planned which Grantee is authorized to use as constructed or to install as part of its System.

Section 1.10

RESERVED.

Section 1.11

"Fiber Optic Cables" shall mean Grantee's fiber optic telecommunications cables authorized to be used in the certain portions of the Chicago Freight Tunnels and certain portions of the Public Ways as described in Exhibit 1.

Section 1.12

"Interoffice Telecommunications Services" or "Services" shall mean the transmission of primarily networked communications signals (including the collection, storage, forwarding, private switching and delivering of such signals point-to-point between separate locations within the System), provided that the term "Services" shall not include: (i) the provision of programming and other services that would constitute Grantee's System as a Cable Television System. (ii) the sale, resale, lease or exchange of telecommunications facilities or services to or with Third Parties, or (iii) the operation of a public switched network. The term "Services", as used herein, shall include the transmission and distribution of internal educational audio and visual programming described in Section 2.1.3. The limitation concerning "operation of a public switched network", as used herein, shall not preclude, restrict or limit interconnection of the Grantee's System to any public switched telephone network or other facility operated by a telecommunication carrier authorized by the State of Illinois and the City to operate such public switched network or facilities in the City.

Section 1.13

"Interoffice Telecommunications System" or "System" shall mean a system occupying seven thousand seven hundred nineteen (7,719) linear feet (comprised of nineteen thousand three hundred ninety-six (19,396) linear feet of Cable Conduit, along the Authorized Routes described in Exhibit 1, consisting of fiber optic cable conduit and copper cable conduits designed and operated by Grantee solely to provide Services by means of electromagnetic, including light transmission, together with all related instrumentalities, facilities, apparatus, repeaters, conduit, splicing boxes and services and appurtenances; provided that no portion of a System shall constitute all or any portion of a Cable Television System, or shall be used to sell, resell, lease or exchange telecommunications services or facilities with Affiliates or Third Parties.

Section 1.14

"Not-For-Profit Private Telecommunications System" or "System" shall mean a private network designed and operated by Grantee solely to provide Interoffice Telecommunications Services to Grantee's facilities for its use and not with the intent of generating profits. which System uses electromagnetic, including light transmission, all related instrumentalities, facilities, apparatus, repeaters, conduit, fiber optic cables, splicing boxes and services and related appurtenances; provided that without further approval of the City, no portion of Grantee's System shall (i) constitute all or any portion of a Cable Television System, (ii) constitute a public switched network, or (iii) be used to sell, resell, lease or exchange Services or facilities to or with Third Parties.

Section 1.15

"Public Ways" shall mean the surface, the air space above the surface, and the area below the surface of any public street and any highway, and any lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkway, waterway or other public right-of-way, including public utility easement or rights-of-way, and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in which the City holds rights sufficient, without consent of any other party, to permit Grantee to the use thereof for the purpose of installing or maintaining Grantee's System.

Section 1.16

"Risk Management" shall mean the Office of City Comptroller's Risk Management.

Section 1.17

"Third Parties" shall mean any individual, partnership, corporation or entity other than Grantee.

SECTION 2. Grant Of Rights; Restrictions.

Section 2.1 Grant Of Rights.

Subject to Section 3.4, the City hereby grants to Grantee the non-exclusive right to operate and maintain as now constructed its System, along the Authorized Routes, on the terms and conditions set forth herein, within its own conduits and/or existing conduits, constructed and maintained by other individuals or entities which are authorized or otherwise lawfully permitted to occupy the City's public ways. This ordinance does not, without further approval of the City, authorize Grantee to operate a Cable Television System or to sell, lease, re-lease, exchange or resell Telecommunications Services to Third Parties. This ordinance does not authorize telecommunications facilities to be located in the Public Ways except the System described in Exhibit 1.

2.1.2

Grantee is expressly permitted to provide Interoffice Telecommunications Services subject to the following limitations: (1) Grantee's System facilities are dedicated for its internal use, (2) Grantee's operation of its System is not conducted for profit or with the objective of generating revenues or profits, and (3) Grantee does not operate or maintain a public switched network.

2.1.3

The granting of this ordinance and the exercise of any privileges hereunder does not waive or extinguish any rights the City may have to regulate or charge for portions of Grantee's System not located in the Authorized Routes which, in fact, are located in the Public Ways. This reservation obtains regardless of the original basis for permission for the installation of such portions of Grantee's System.

2.1.4 Right of Renegotiation.

The City, acting through its Commissioner of the Department of Business Affairs and Consumer Protection (the "BACP"), reserves the right to renegotiate and amend any or all provisions of this ordinance at any time in any way consistent with fairness and equity in the event that, after review of the information provided by Grantee pursuant to Section 8.4, the BACP shall determine that Grantee operates its System substantially for other than the not-for-profit or charitable purposes of the Grantee. Before requiring renegotiation and amendment of this ordinance pursuant to this section, the BACP shall give the Grantee thirty (30) days prior written notice of its intention to require renegotiation and shall give Grantee the opportunity to appear before the BACP to show cause why the ordinance should not be amended. After such meeting if the BACP reaffirms the necessity of renegotiation, and no agreement is reached by the parties within six (6) months of the meeting, the BACP may suspend or revoke the permit described in Section 11.2.

2.1.5 Right of Termination.

The City may terminate or require Grantee's rights to be terminated under the Agreement at any time if the City determines Grantee is, in fact, operating a Cable Television System or is operating its System for substantially other than the not-for-profit or charitable purposes of Grantee.

Section 2.2 Term And Expiration Date.

The term of this ordinance and of the rights granted hereunder shall be five (5) years from and after the date of passage of this ordinance by the City Council (the "Expiration Date").

Section 2.3 Interim and Expiration In The Absence Of Default Or Termination.

If, on the Expiration Date, Grantee shall not be in default under this ordinance and if neither party has notified the other of its intent to terminate this Agreement on or before the Expiration Date, then the terms of this ordinance shall be deemed extended on an interim basis until terminated, renewed or renegotiated or further extended by order of the Director for a term not to exceed sixty (60) days, after which time this ordinance shall be considered terminated and all rights of the Grantee to use the Authorized Routes to provide Telecommunications Services shall cease.

Section 2.4 Renewal.

Grantee is responsible for obtaining from the City a new ordinance for submission to the City Council preserving or extending the privileges granted herein prior to the Expiration Date. The City has no obligation to renew any particular terms or to renew the rights granted by this ordinance if the BACP determines such terms or such renewal are not in the best interests of the City. Any proposed renewal, extension or modification through such ordinance is subject to approval, modification or rejection by the City Council in its sole discretion.

Section 2.5 Location of Authorized Routes.

Grantee's System may extend for a total distance of seven thousand seven hundred nineteen (7,719) linear feet comprised of nineteen thousand three hundred ninety-two (19,396) linear feet of Cable Conduit along the Authorized Routes as set forth in Exhibit 1.

Section 2.6 Acts Or Omissions Of Other Entities.

During the term of this ordinance, Grantee (and not the City) shall be liable for any costs incurred by the City or Third Parties for damage to any City facilities in the Public Ways caused by the acts or omissions of any entity employed or otherwise authorized by Grantee when such entity is involved, directly or indirectly, in the installation, maintenance or operation of Grantee's System as if the acts or omissions of such entity were the acts or omissions of Grantee.

SECTION 3. Nature of Limitation of Rights Granted.

Section 3.1 Right Not Exclusive.

This is a nonexclusive privilege to use the Public Ways and is made expressly subject to and subordinate to the right of the City to use the Authorized Routes for any public purpose.

Section 3.2 Other Permittees.

The City does not agree to restrict the number of Interoffice Telecommunications Systems, franchises, licenses or permits in any part of the City. The permission and authority herein granted are not intended to limit or modify any franchise, license or permit previously granted or which may be granted by the City to any other entity for use of the Public Ways. Therefore, the Grantee, recognizing the rights of other franchisees, licensees and permittees in the Public Ways, shall exercise the authority herein granted in such a manner as not to interfere unreasonably with the rights of other prior or future franchisees, licensees and permittees in the Public Ways and to act so as not to endanger or to impair the facilities of any other such franchisee, licensee or permittee. Prior and future franchisees, licensees or permittees shall also, in like manner, be required to respect the Grantee's rights and not unduly interfere with those rights.

Section 3.3 City's Rights Over Authorized Routes.

3.3.1 City's Authority Is Paramount.

At Grantee's own risk, upon notice given as provided in Section 3.3.2 the City may make use in the future of the Authorized Routes in which Grantee's System is located in a manner inconsistent with Grantee's use thereof, provided Grantee shall be given the opportunity, if feasible, to relocate its systems within the Public Way as provided in Section 3.3.2.

3.3.2 Removal and Relocation.

The City reserves the right to exercise its police or proprietary powers, to modify, vacate or transfer what is now the Authorized Routes for a public purpose. Grantee acknowledges that the City has predominant right to use the Authorized Routes in the placement, maintenance and repair of sewers, water mains and other public utility facilities or to relocate or remove Grantee's System where the City determines public convenience would be enhanced or for any other public purpose, including, but not limited to, the use of the Authorized Routes for public transportation purposes.

The permit referred to in Section 11.1 maybe amended or revoked in whole or in part by the BACP whenever the BACP or the Commissioner of the Department of Transportation considers it necessary or advisable for a public purpose. Grantee shall make no claim for costs or damages against the City by reason of such removal or relocation provided advance notice is given and such removal or relocation is required for a proper public purpose. Upon thirty (30)

days written notice to Grantee of partial or complete revocation of such permit from the BACP, Grantee shall remove, modify, replace or relocate all or any portion of its facilities as required at its own expense. Said thirty (30) day period maybe extended by the BACP at his or her sole discretion. In the event that Grantee does not remove, modify, replace or relocate its facilities as required by said notice within the thirty (30) day period (or extension thereof) described in the preceding sentence, the BACP may cause the same to be done at Grantee's expense and all expenses incurred or damages paid by the City on account of such action shall be paid by Grantee upon demand. Grantee shall remove, replace or relocate or modify at its own expense, the installation of any of its facilities as may be deemed necessary by any other appropriate governmental authority to meet its proper responsibilities. In the event the City exercises its predominant right to use any part of the Authorized Routes for a public purpose, the City shall reasonably cooperate with Grantee in finding an alternate site for any telecommunications facilities removed and in avoiding disruption to Grantee's Services. In an emergency, as determined by the Commissioner of the Department of Transportation, the City may order Grantee to remove or relocate its facilities within forty-eight (48) hours. Upon receipt of such notice, City and Grantee shall provide for such removal or relocation as promptly as possible within such time frame as shall be reasonable and Grantee shall diligently proceed on such agreed-on basis. If the City exercises any of its rights pursuant to this Section 3.3, Grantee shall have the option, upon notice to the BACP of abandoning the portion of its System to be removed or relocated and deleting such portion from the Authorized Routes. Any relocation or abandonment of Grantee's System pursuant to this Section 3.3.2 shall be conducted with the approval of the CDOT and shall be automatically considered within the Authorized Routes and an amended or restated Exhibit 1 shall be filed with this ordinance. The calculation of the Annual Fee shall be adjusted according to such abandonment or relocation.

3.3.3 Fire or Other Disaster.

Wherever, in case of fire or other disaster, it becomes necessary in the judgment of the City to remove or damage any part of Grantee's System, no charge shall be made by Grantee against the City for restoration and repair.

3.3.4 Temporary Relocation Or Removal.

At the request of any person holding a valid building permit issued by the City or other appropriate government authority and upon reasonable notice, depending on the circumstances, but not, in any case, less than thirty (30) days, Grantee shall temporarily raise, lower or remove its cables as may be necessary for the performance of the work so permitted, subject to payment in advance by the permit holder to the Grantee of the direct expenses of such temporary move, including standby time.

Section 3.4 No Burden On Public Ways.

Grantee shall not attempt to construct or install its Interoffice Telecommunications System in such a fashion as to unduly burden the present or future use of the Authorized Routes. In designing its System, Grantee shall not provide for conduit space in excess of Grantee's

present or reasonably anticipated future needs. The Commissioner of the Department of Transportation is authorized to regulate the size of the conduit system used or to be used by Grantee, as well as other physical characteristics of Grantee's System. In the event that the Commissioner of the Department of Transportation shall determine that any portion of Grantee's System, either planned or presently constructed, unduly burden any portion of the Public Ways, now or in the future, Grantee shall be required either to modify its System, or to take such actions as the Commissioner of the Department of Transportation shall determine for the sake of public convenience to eliminate the problem within the time frame provided by the Commissioner of the Department of Transportation and the Code. Failure to comply with this Section 3.4 in a timely fashion shall be grounds for revocation of the permit described in Section 11.1.

SECTION 4. Change Of Control Or Transfer.

Section 4.1 Change Of Control.

4.1.1 Privilege Is Personal To Grantee.

Other than pursuant to a Permitted Transfer as hereinafter defined, the rights granted pursuant to this ordinance shall be a privilege to be held in personal trust by Grantee. Grantee shall not transfer, assign or lease the rights granted in this ordinance or its ownership or operation of its System, or any portion thereof, through sale, merger, corporate reorganization, consolidation, foreclosure, leaseback or in any other manner transfer, lease or assign in any manner any conduit space occupied by its System, without prior consent of the City Council expressed by resolution and then only on such conditions as may be therein prescribed. Any sale, transfer, lease, assignment or other transfer not made according to the procedures set forth in Section 4 shall void the rights granted by this ordinance. The sale, transfer, lease, assignment or other transfer in bulk of a major portion of the tangible assets of Grantee other than pursuant to a Permitted Transfer shall be considered a transfer subject to the provisions of this Section 4. Notwithstanding anything in this Section 4.1.1, Grantee may form a wholly-owned subsidiary and assign its rights under this Agreement to such subsidiary without prior consent of the City Council; provided, however, that Grantee shall provide notice of such assignment and full disclosure to the BACP as to the nature of such subsidiary within thirty (30) days of such assignment.

4.1.2 Authorization by City Council.

Any transfer ("Permitted Transfer") described in Section 4.1.1 authorized by a bill of sale or similar document. an executed copy of which shall be filed with the BACP within thirty (30) days after any such transfer. Provided, however, that the transferee must agree to comply with this ordinance and amendments thereto, and must be able to provide proof of its legal. technical. financial and character qualifications as determined by the City and provide disclosure of ownership interests as required by Chapter 2-154 of the Code and provide such other certifications as the City shall require.

4.1.3 Disclosure of Ownership.

Prior to adoption of this ordinance, Grantee has submitted to the BACP the Economic Disclosure Statement required by Chapter 2-154 of the Code. Grantee, or any transferee or assignee permitted hereunder, within thirty (30) days of any such transaction, shall file an amendment to the foregoing statement of ownership interest with the BACP in the event ownership often percent (10%) or the right to control Grantee is acquired during the term of this ordinance by any person or one or more groups of persons acting in concert after the date of passage of this ordinance.

SECTION 5. Compensation.

Section 5.1 Annual Fee.

Except as set forth below, throughout the term of this ordinance, Grantee agrees to pay the City for the use of the Authorized Routes the Annual Fee of [One Hundred and Sixteen Thousand Three Hundred Seventy Six Dollars (\$116,376.00)] on or prior to the anniversary date of this ordinance representing payment for the succeeding year. The Annual Fee shall be due in advance of the year to which it relates. An amount representing the first year's Annual Fee shall be payable within thirty (30) days after passage of this ordinance.

Section 5.2 Separate Charge.

Payment by Grantee to the City of the Annual Fee is separate from and in addition to any and all federal, state, local and municipal taxes, as may be due which are separate and distinct obligations of Grantee.

Section 5.3 Subsequent Action Affecting Compensation.

If during the term of this ordinance any court agency or other authority of competent jurisdiction takes any action or makes any declaration, that adversely affects the legality or collection of the Annual Fee, the City and Grantee shall enter into negotiations to amend this ordinance to make the City whole in a manner consistent with said action or declaration by restoring the City to a position equivalent to that which it held prior to said action or declaration.

Section 5.4 Other Fees.

In addition to and unrelated to the payment of the Annual Fee, Grantee shall pay all other fees necessary to obtain federal, state, local and City licenses, permits and authorizations required for installation, repair, maintenance or operation of its System; provided, however, that no fee shall be especially imposed on Grantee by the City for any such license, permit or authorization other than standard fees of general application required by City ordinance or the Code, which fees include, but are not limited to, fees required in connection with obtaining electrical wiring permits from the Building Department. Grantee shall also pay such additional fees for the use of City-owned conduits as may be required by the Code.

SECTION 6. Insurance and Indemnification.

Section 6.1 Insurance.

Prior to issuance of the permit described in Section 11.1 and at all times during the term of this ordinance, and thereafter, during such time as may be required to remove Grantee's System and restore the Authorized Routes to their prior condition, Grantee shall obtain, pay all premiums for, and file with Risk Management on the City's standard Certificate of Insurance form attached hereto as Exhibit 2, of the insurance coverages covering all risk associated with the installation, repair, maintenance, removal and operation of Grantee's System specified below:

(A) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees who are to provide a service under this ordinance and Employer's liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) each accident or illness.

(B) Commercial Liability Insurance.

Commercial Liability Insurance or equivalent with limits of not less than Five Million Dollars (\$5,000,000) per occurrence, combined single limit for bodily injury, personal injury and property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations, explosion, collapse, underground, independent contractors, cross liability and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the work. Any self-insured retention provision must be approved in advance by Risk Management.

(C) Railroad Protective Liability Insurance.

When any work is to be done adjacent to or on railroad or C.T.A. rapid transit facilities property with respect to the operations Grantee or any Contractor performs, Railroad Protective Liability Insurance in the name of the transit entity shall be provided. The policy shall have limits of not less than Two Million Dollars (\$2,000,000) per occurrence, combined single limit and Six Million Dollars (\$6,000,000) in the aggregate, for losses arising out of injuries to or death of any and all persons, and for damages to or destruction of property, including the loss of use thereof. In lieu of providing Railroad Protective Insurance, the exclusion for work around railroads in the Commercial Liability Insurance set forth in (B) above may be deleted.

(D) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles are used in connection with the construction, installation, maintenance and operation of Grantee's System, Automobile Liability Insurance shall be maintained with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence, combined single limit, for bodily injury and property damage. The City is to be named as an additional insured.

(E) Professional Liability Insurance.

Any work on Grantee's System done within the Chicago Freight Tunnels must have Professional Liability Insurance.

When any architects, engineers, or consulting firms or construction management firms perform work in connection with this ordinance, Professional Liability Insurance covering acts, errors or omissions shall be maintained with limits of not less than Five Million Dollars (\$5,000,000). Coverage extension shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or proceeds, start of work on the contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

In lieu of purchasing the above coverages, Grantee may file a Certificate of Self-Insurance provided that such Certificate is satisfactory to Risk Management.

Section 6.2 Qualified Companies.

All insurance policies called for in this ordinance shall be issued by companies authorized to do business in Illinois and satisfactory to Risk Management and each insurance policy shall be satisfactory to Risk Management. Each insurance policy shall contain a covenant or endorsement of the insurance company to provide sixty (60) days written notice by registered mail of the insurance company's intention to cancel, substantially change or not to renew such policy to both Risk Management and the Grantee, and Grantee shall in the event of any such notice, obtain, pay premiums for, and file with Risk Management written evidence of the issuance of termination notice. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the ordinance have been fully met or that the insurance policies indicated on the certificates are in compliance with all the ordinance requirements. The failure of the City to obtain certificates or other insurance evidence from the Grantee shall not be deemed to be a waiver by the City. The Grantee shall advise all insurers of the ordinance provisions regarding insurance. Nonconforming insurance shall not relieve Grantee of its obligation to provide insurance as specified herein. Failure to carry or keep such insurance in force throughout the period set forth in Section 6.1 shall constitute a material violation of this ordinance. The City reserves the right to stop any work related to Grantee's System until proper evidence of insurance is furnished. The foregoing requirements are

supplementary to requirements for insurance set forth in Chapter 10-20, et seq., of the Code. To the extent such requirements are not included herein, Grantee shall also meet such requirements of the Code, Chapter 10-20, et seq.

Section 6.3 Right To Require Replacement Of Insurance.

If the financial condition of any insurance company providing an insurance policy pursuant to Section 6 or if Grantee's financial condition materially and adversely changes, Risk Management may, at any time, require that such insurance policy provisions be replaced with such other insurance policy consistent with the requirements set forth in Section 6.

Section 6.4 Alteration.

Grantee shall not materially change or alter the terms or conditions of the insurance policies referred to herein or replace or cancel said insurance policies without prior approval of Risk Management.

Section 6.5 City's Right To Increase Minimum Limits.

In the event of changed circumstances that would render the limits of the insurance policies set forth in this Section 6 inadequate, Risk Management reserves the right to reasonably increase the minimum required limits of such insurance policies upon sixty (60) days written notice to Grantee in order to ensure adequate protection for the City. Within sixty (60) days after such notice, Grantee shall increase such limits to an amount equal to or greater than the increased minimum amounts.

Section 6.6 Subcontractors.

The Grantee shall require all Contractors to carry the insurance required herein. or Grantee may provide the coverage for any or all subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

Section 6.7 Deductibles And Retentions.

Any and all deductibles or self-insured retentions on referenced insurance coverage shall be borne by Grantee or its Contractors.

Section 6.8 Waiver Of Subrogation.

Grantee and any of Grantee's Contractors agree that all insurers issuing coverage related to Section 6 shall waive rights of subrogation against the City, including its appointed and elected officials, representatives, agents and employees.

Section 6.9 No Excuse From Performance.

None of the provisions contained herein, nor the insurance policies required herein, shall be construed to excuse the faithful performance by Grantee of the terms and conditions of this ordinance or limit the liability of the Grantee under this ordinance for any and all damages in excess of the amounts of such insurance policies. Any insurance protection furnished by the Grantee hereunder shall in no way limit its responsibility to indemnify and save harmless the City under the indemnity provisions of this ordinance.

Section 6.10 No Contribution.

Grantee expressly understands and agrees that any insurance or selfinsurance programs maintained by the City shall apply in excess of and not contribute with insurance provided by the Grantee under the Agreement.

Section 6.11 No Effect Of Indemnities.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

Section 6.12 Higher Coverages.

If Grantee, or its Contractors, desire additional coverage, higher limits of liability, or other modifications for its own protection, the Grantee and each of its Contractors, shall be responsible for the acquisition and cost of such additional protection.

Section 6.13 Indemnity.

Grantee shall be solely responsible for the support, safety and protection of its System and the Authorized Routes being used by Grantee and for the safety and protection of all persons and all property coming into contact with Grantee's facilities or their operations. Grantee shall, at its sole cost and expense, indemnify, defend, keep and save harmless the City, its officials, boards, commissions, agents and employees (collectively, the "Indemnified Parties") against any and all suits, causes of action, proceedings and judgments, claims, losses, damages (whether such claims and damages are for personal injury, property damage or interruption of utility service), liabilities, judgments, costs and expenses (collectively, referred to as "Claims") arising out of, caused by or directly resulting from the grant of rights pursuant to the ordinance and Grantee's installation, maintenance and operation of its System; provided that the Indemnified Parties may not be indemnified to the extent a court of final adjudication determines that a Claim or portion thereof has been caused by negligence of the City. The City shall have the right, at its option and at Grantee's expense to participate in the defense of any suit without relieving Grantee of any of its obligations under this section. The term "Claim" specifically shall be deemed to include, but not be limited to, any liability for the payment of Workers' Compensation under Illinois law which the City is required to make and the Grantee shall reimburse the City for any such payments made by the City. Grantee, in accepting the terms of this ordinance, shall be deemed as a condition of its acceptance. to

understand and agree that the insurance required by Section 6 of this ordinance shall in no way limit the responsibility of Grantee to indemnify, keep and save harmless and defend the Indemnified Parties pursuant to this section. Indemnified expenses shall include, but not be limited to all out-of-pocket expenses of the Indemnified Parties, such as reasonable attorneys' fees, and shall also include the reasonable value of any services rendered by the Corporation Counselor his or her other assistants or any consultants, employees or agents of the City. The indemnities contained in this section shall survive the expiration or repeal of the ordinance.

SECTION 7. Construction And Installation Of Grantee's System.

Section 7.1 Construction And Installation Procedures; Letter Of Credit.

- (A) Grantee shall not access the public ways to construct, install or modify its System without prior approval of the Commissioner of the Department of Transportation, the issuance of a permit therefor and the payment of applicable permit fees. Grantee shall also obtain a public work license under Chapter 10-20 of the Code if required thereunder and a letter of credit in such amounts as may be required under said Chapter 10-20 and attendant regulations. Grantee shall submit to the Commissioner of the Department of Transportation documents which set forth the project purposes, specifications, exact proposed locations, standards and procedures for construction and installation of its System including size and depth of conduits and cables (the "Construction Documents"). Said specifications, standards and procedures shall be consistent with the applicable standards of the telecommunications industry and shall at a minimum, establish procedures to ensure quality work and provide for the safety and protection of residents and property. Said Construction Documents shall be submitted to the Commissioner of the Department of Transportation for review and approval prior to commencement of construction, installation or modification of Grantee's System and shall be modified as said Commissioner may require in the interest of public safety or to comply with applicable provisions of the Code and City regulations or where mutually agreed on by the City and Grantee. Any application for permits shall be subject to compliance with the Board of Underground procedures and the guidelines set forth in Section 19 of this ordinance and the modification, to the extent deemed necessary by the Commissioner of the Department of Transportation of any Construction Documents to comply with such procedures and guidelines, and of any requirements for a letter of credit pursuant to Chapter 10-20 of the Code and attendant regulations.
- (B) Grantee shall provide the City with an irrevocable unconditional letter of credit in the form attached hereto as Exhibit 7, in the principal amount of Five Thousand Dollars (\$5,000) naming the City as beneficiary. Said letter of credit (or any replacement letter of credit) shall be provided for the length of this ordinance and for such period of time thereafter as is required by Chapter 10-20 of the Code and attendant regulations. Said letter of credit shall be used to ensure the faithful performance by Grantee of all provisions of this ordinance and compliance with all orders, licenses, permits and directions of any agency, commission, board,

department, division or office of the City having jurisdiction over Grantee's acts or defaults under this ordinance and for payment by Grantee of any penalties, liens, claims and taxes due the City which arise by reason of the construction, installation, operation or maintenance of Grantee's System. Such letter of credit may be drawn upon under either of or both of the following circumstances:

1. in the event the Grantee: (i) has failed to pay the City any compensation due the City within the time fixed in this ordinance; or (ii) has failed to repay the City within ten (10) days of any damages, expenses or costs which the City is compelled to pay by reason of Grantee's act or omission to act in connection with this ordinance (except for matters covered under Chapter 10-20 of the Code); or (iii) has failed after three (3) days notice to Grantee of such failure to comply with any provisions of this ordinance which the Office of the City Comptroller (the City Comptroller) has reasonably determined can be remedied by a draw on the letter of credit, the City can immediately draw up to the amount thereof outstanding, with interest and penalties, if any, from the letter of credit. Upon such demand for payment, the City shall notify the Grantee of the amount thereof; and
2. under such circumstances and subject to such conditions which are set forth in Chapter 10-20 of the Code, attendant regulations, and any license required thereunder for public way work.

- (C) The letter of credit called for in this ordinance shall be issued by a financial institution authorized to do business in Illinois that is an insured depository institution (as defined in 12 U.S.C. §1813) and satisfactory to the City Comptroller. The financial institution issuing the letter of credit shall be located or have a branch within the City and shall carry an investment grade rating from a major rating company. The City shall be entitled to draw on any letter of credit provided the City which expires (either by its terms or because of non-renewal) on a date prior to the termination date of this ordinance at least thirty (30) days prior to the expiry date thereof unless either (i) proof of renewal of such letter of credit satisfactory to the City's Departments of Transportation and City Comptroller has been furnished to the City or (ii) a replacement letter of credit has been approved by the City's Departments of Transportation and City Comptroller prior to such draw date. The City also reserves the right to stop any work related to the carrying out of this ordinance until the letter of credit is furnished. If the financial condition of any letter of credit issuer issuing a letter of credit pursuant hereto materially and adversely changes, the City may, at any time, require that such letter of credit be replaced with such other letter of credit consistent with the requirements set forth in this section. Grantee shall not materially change or alter the terms or conditions of the letter of credit referred to herein or replace or cancel said letter of credit without prior approval of the City's Risk Management Office. None of the provisions contained herein nor the letter of credit required herein shall be construed to excuse the faithful performance by the Grantee of the terms and conditions of this ordinance or limit the

liability of the Grantee under this ordinance for any and all damages in excess of the amounts of such letter of credit.

Section 7.2 Maintenance Requirements And Standards.

7.2.1 In General.

Grantee shall maintain and operate, as now constructed, its System in a safe, orderly and workmanlike manner utilizing only materials of good, durable quality with due respect for engineering considerations and in accordance with applicable federal, state and local laws and regulations, including but not limited to, the standards set by the City's Department of Transportation and the Buildings Department.

7.2.2 Compliance Standards.

Grantee shall at all times comply with the following:

- (A) U.L. Code (latest edition).
- (B) Applicable provisions of the Code.
- (C) Written standards of the Department of Transportation and the Buildings Department applicable to Grantee's installation, operation and maintenance of its Systems.

7.2.3 "As Built" Drawings.

Grantee shall update its as-built drawings previously filed with the City within sixty (60) days of a material change whenever material changes are made to Grantee's System which impact the Public Ways and submit such updated drawings to the Commissioner of the Department of Transportation. Said drawings shall at a minimum include cable routings and the location of amplifiers, power supplies and system monitor test points.

7.2.4 Emergency Or Disaster.

In case of emergency or disaster, Grantee shall, upon request of the City, make available its facilities to the City, without cost.

7.2.5 Use Of Existing Conduits.

Grantee shall use existing conduits and other facilities whenever economically feasible and shall not install any new, different or additional conduits or other facilities for its Systems without approval of the City and any other applicable governmental agency. If Grantee is using existing conduit owned by any other person, Grantee shall comply with all applicable City safety standards as well as the safety standards imposed by the entities owning the existing conduit and any applicable tariffs.

7.2.6 Adjoining Property Owners.

All Grantee's System shall be installed and located so as to cause minimum interference with the rights and appearance and reasonable convenience of adjoining property owners and at all times shall be kept and maintained in a safe condition and in good order and repair. Grantee shall at all times employ reasonable care and shall install and maintain and use commonly accepted methods and devices for preventing failure and accidents which are likely to cause damage, injuries or nuisance to the public. Suitable barricades, flags, lights or other devices shall be used at such time and place as are reasonably required for the safety of all members of the public. Any fixtures placed in any Public Ways by Grantee shall not interfere with the usual and customary uses of, or any specifically permitted or licensed use of, the Public Ways.

7.2.7 Adjustment of Utility Facilities.

In the event that the location of Grantee's System will require an adjustment of the location of existing public and private utility facilities, Grantee must obtain written consent of the owner of such utility including, where applicable, all relevant City departments, to such adjustment and make such arrangements for the payment or reimbursement of the cost of such adjustments as are satisfactory to the owner of such utility including, where applicable, all relevant City departments. In no case shall Grantee be entitled to perform such adjustment or disturb such utility facilities without the written consent of the owner of such utility.

7.2.8 Electrical Permit.

All installation work for Grantee's System, after passage of this ordinance, shall be performed by electrical contractors licensed pursuant to Chapter 86 of the Code.

Section 7.3 Restoration.

In the event of disturbance of the Public Ways or private property by Grantee, Grantee shall, at its own expense and in a manner approved by the City or other appropriate governmental authority and/or the owner of such private property, rebuild, restore and repair the Public Ways, including sidewalks, or private property in as good a condition as before the work causing such disturbance was done. In the event Grantee fails to perform such rebuilding, replacement or restoration, the City or the owner shall have the right to do so at the sole expense of Grantee.

Section 7.4 Suspension Or Revocation Of Construction Permit.

The Commissioner of the Department of Transportation may suspend or revoke any permit issued by the Department of Transportation or take any action he or she deems necessary, including the stopping of work, should Grantee violate the terms of said permit, until said violation has been corrected to said Commissioner's satisfaction.

Section 7.5 Other Requirements And Approvals.

The provisions contained in this Section 7 are supplemental to and not in substitution of applicable provisions of Chapter 10-20, et seq. of the Code and attendant regulations, including the procurement of a letter of credit consistent with and pursuant to Chapter 10-20 of the Code and attendant regulations. Issuance of a permit by the Commissioner of the Department of Transportation as to the installation of any portion of Grantee's System does not waive other applicable requirements of federal or Illinois law or the Code (including said Chapter 10-20) and Grantee shall comply with such other requirements. Grantee is further responsible for obtaining approvals related to Grantee's use of the Authorized Routes contemplated in this ordinance from other applicable City departments (such as the Department of Streets and Sanitation and the Buildings Department) in a timely fashion when and as required by the Code.

SECTION 8. Inspection And Physical Audit.

Section 8.1 Inspection.

The City reserves the right to make, at any time after the date of passage of this ordinance and throughout the duration of this ordinance, physical on-site inspections of Grantee's System, including Grantee's telecommunications terminals. Grantee will accommodate the City's monitoring needs by providing the City Comptroller and the Department of Transportation a map and the "as built" drawings required by Section 7.2.3 which Grantee shall update annually or indicate "no change" (as the case may be) and shall submit these documents to the City at the time of Grantee's payments of its Annual Fee. These documents submitted will identify the locations of all terminals and junction boxes, and the linear footage of each portion of Grantee's System located in the Public Ways.

Section 8.2 Physical Audit.

In the event that the City Comptroller has reason to believe at any time that there is a material discrepancy between information submitted by Grantee pursuant to this Section 8 and the size, location or nature of Grantee's System, then the City Comptroller may send its own personnel, or hire an engineering firm of the Comptroller's choice (the "City's Inspector"), to perform an unannounced physical audit of Grantee's Telecommunications System. Grantee shall cooperate with such an audit. Grantee shall pay the reasonable costs and fees of any such physical audit. If the City's Inspector determines and establishes in said audit that a material discrepancy exists between the results of such physical audit and the information contained in the specifications, summaries, maps and drawings that Grantee has placed on file with the City pursuant to Sections 7.2.3 of this ordinance, Grantee shall owe the City the sum of any underpayment which has resulted from the discrepancy (plus liquidated damages, if applicable, as specified in Section 10), and shall pay to the City Comptroller, within thirty (30) days of Grantee's receipt of the City Comptroller's decision the costs and fees of the audit by the City's Inspector as well as any required follow-up by the City's Inspector.

Section 8.3 Trespassing Facilities.

Any portion of Grantee's System in the Public Ways but not along the Authorized Routes is known as a "Trespassing Facility". Upon discovery of a Trespassing Facility by the City, the City Comptroller shall have the following options:

- (A) order the immediate removal of the Trespassing Facilities from the Public Ways;
- (B) seek to obtain liquidated damages to the extent provided pursuant to Section 10 hereof; and/or
- (C) seek other remedies available to the City under the Code, this ordinance or under Illinois law; provided that the City Comptroller may waive for a period of thirty (30) days any such sanctions in the event he or she determines that (i) the trespass was inadvertent and (ii) Grantee is making a timely and reasonable effort to remove or relocate the Trespassing Facility promptly, so as to correct any violation of this ordinance. The City Comptroller may extend this thirty (30) day correction period for circumstances beyond the reasonable control of Grantee, but only upon receipt and approval by the City Comptroller of Grantee's timetable specifying the anticipated date the Trespassing Facility will be removed or relocated.

Section 8.4 Annual Certifications.

Annually, on or before June 1, and commencing June 1, 2013, Grantee shall deliver to the City Comptroller a certificate substantially in the form of Exhibit 3, signed by an authorized officer of Grantee, stating that (A) Grantee has provided no Services along the Authorized Routes with the objective of generating revenue or profit, operating or maintaining a public switch network or operating a Cable Television System; (B) and the Grantee shall provide no Services for sale, re-sale, exchange or lease to any Third Party using Grantee's System located within the City.

SECTION 9. Repeal Of Privileges.

Section 9.1 Basis For Repeal Of Ordinance.

This ordinance may be repealed in accordance with its terms by the City Council, upon referral from the Mayor or on its own motion, at any time.

Section 9.2 Removal Or Abandonment Of Grantee's Interoffice Telecommunication System.

9.2.1 Removal By Grantee.

Upon repeal of this ordinance pursuant to Section 9.1, or upon revocation or termination of the privilege herein granted, the Grantee, without cost or expense to the City, shall promptly remove or abandon in place, at the option of the City, its System and restore the Public Ways to the

satisfaction of the City Comptroller and the Commissioner of the Department of Transportation and in accordance with this ordinance and the Code. In all cases, such facilities which are not removed within six (6) months of such date of termination or revocation shall become the property of the City. In determining whether and the extent to which such facilities shall be removed or abandoned, the City Comptroller shall take into account the best interests of the City and shall consider all other relevant factors.

9.2.2 Removal By The City.

In the event of the failure or refusal of the Grantee to remove facilities or restore the Public Ways where facilities are removed as required by Section 9.2.1, the City may remove or cause the removal of Grantee's System provided the City shall be reimbursed by Grantee for the total costs of such removal.

SECTION 10. Sanctions.

Section 10.1 Liquidated Damages.

The events set forth below will result in damages that will be impracticable or difficult to ascertain. Grantee, therefore, shall pay the City the sum of One Hundred and no/100 Dollars (\$100.00) a day from the date of receipt of written notice of the violation and the expiration of the applicable grace or cure period described below until the violation is corrected or resolved to the City's reasonable satisfaction, which amount shall not be considered in the nature of a penalty. Such written notice is to be given to the parties set forth in Section 20.2 by certified mail. Such events are as follows:

- (A) installation of "Trespassing Facilities" as defined in Section 8.3 of this ordinance;
- (B) material nonconformance of Grantee's Telecommunications System or any portion thereof with the standards of general applicability of the City set forth in the Code or furnished in writing by the Department of Transportation or the Buildings Department;
- (C) failure to remove, modify, replace or relocate facilities within the permitted time frame (and granted extensions) after notice from the City Comptroller or the Department of Transportation to remove, modify, replace or relocate such facilities pursuant to Section 3.3.2 or Section 9.2.1. Notwithstanding anything set forth above in Section 10.1, in the event of the occurrence of any of the events described in Section 10.1 (A), (B) or (C) above, with respect to removal and relocation not involving a risk to the public or the delay of a public purpose or project, Grantee shall be entitled to a grace period of fifteen (15) days in which to initiate action to cure or reverse any such event or occurrence and further provided that Grantee shall have provided the City with notice of the initiation of such action, facts to reasonably demonstrate to the City that Grantee is proceeding with reasonable diligence to pursue and conclude such action, and an estimated date of completion of such action,

prior to the end of such fifteen (15) day grace period. Upon approval of the City Comptroller, Grantee shall be entitled to an additional fifteen (15) day grace period in which to cure or reverse any such event or action. No liquidated damages shall accrue or be payable during such grace periods.

Section 10.2 Other Rights Of City.

The right of the City Comptroller to impose upon Grantee liquidated damages pursuant to Section 10.1 shall be in addition to any other rights or remedies the City has under this ordinance, the Code or other applicable laws including the right of the City Council to repeal this ordinance pursuant to Section 9 and the right of the City Comptroller under Section 11.2 to revoke the permit described in Section 11.1.

Section 10.3 No Waiver Of Rights.

The decision by the City Comptroller to forego the imposition of liquidated damages or other monetary sanctions in a particular instance shall in no way act to waive the City's rights under this section with respect to subsequent violations of this ordinance.

SECTION 11. Permit Needed.

Section 11.1 Permit.

The permission and authority herein granted shall not be exercised until (i) Grantee has filed a written acceptance of the terms of this ordinance executed by Grantee containing such representations and in such form as is satisfactory to the City Comptroller and the City's Corporation Counsel, (ii) proof of insurance as required in Section 6 hereof has been submitted to and approved by Risk Management, (iii) payment of the first year's Annual Fee of One Hundred and Sixteen Thousand Three Hundred Seventy Six Dollars (\$116,376.00) and the other amounts required in Section 5.1 have been made to the City Comptroller, and (iv) a permit authorizing use of the Authorized Routes pursuant to the length often specified in Section 2 has been issued to Grantee by the City Comptroller.

Section 11.2 Revocation Of Permit.

In addition to the provisions of Section 3.3.2 and of Section 7.4, the City Comptroller may revoke the permit referred to in Section 11.1 if Grantee at any time shall fail to comply with the provisions and conditions of this ordinance and the City Comptroller, in exercise of his or her discretion, shall determine that revocation is necessary and proper. In case of such revocation, the City shall be entitled to its remedies hereunder, under the Code and under Illinois law. Such permit may be reinstated by the City Comptroller if the City Comptroller, in the exercise of his or her discretion, concludes that the cause of such revocation has been cured by Grantee in a timely fashion.

SECTION 12. Special Conditions.

Section 12.1 No Recourse.

Except as expressly provided in this ordinance or at law, Grantee shall have no recourse against the City for any loss, expense or damage resulting from the terms and conditions of this ordinance or because of the City's enforcement thereof nor for the City's failure to have authority to grant the rights conveyed in this ordinance. In applying for its permit pursuant to Section 11.1, Grantee will be deemed to agree to this ordinance, relying upon its own investigation and understanding of the power and authority of the City to grant the Grantee the rights and privileges granted under this ordinance.

Section 12.2 Compliance With Applicable Laws.

In installing, operating and maintaining its System, Grantee shall comply with all applicable laws and regulations of the United States of America and its agencies (including, but not limited to, the regulations and standards of the Federal Occupational Safety and Health Administration), the State of Illinois, all applicable ordinances and executive orders of the City, all applicable regulations of the Federal Communications Commission and the Illinois Commerce Commission and such laws shall be considered part of this ordinance as set forth herein.

Section 12.3 Underground Facilities Agreement.

If the Commissioner of the Department of Transportation shall determine that it is in the public interest and so directs in writing, Grantee may apply for and, if accepted, enter into membership in any City-sponsored utility alert network for underground facilities ("C.U.A.N.").

Section 12.4 McBride Principles.

If Grantee conducts any business operations in Northern Ireland, it is hereby required that Grantee make all reasonable and good faith efforts to conduct any such business operating in Northern Ireland in accordance with the McBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

Section 12.5 Compliance With The Environmental Laws.

(A) Compliance.

Grantee shall comply with all laws relating to environmental matters including, without limitation, those relating to fines, orders, injunctions, penalties, damages, contribution, cost *recovery* compensation, losses or Injuries resulting from the release or threatened release of Hazardous Materials, special wastes or other contaminants including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601, et seq.), the Hazardous Material Transportation Act (42 U.S.C. §1801, et seq.), the Resource Act (33 U.S.C. §1251, et seq.), the Clean Air Act (42 U.S.C. §7401, et seq.), the

Toxic Substances Control Act of 1986 (15 U.S.C. §2601, et seq.), the Safe Drinking Water Act (42 U.S.C. §300f), the Occupational Safety and Health Act of 1970 (29 U.S.C. §651, et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. §11001, et seq.), the Illinois Environmental Protection Act (415 ILCS 5/1, et seq.) and the Chicago Municipal Code, each as amended or supplemented, and any analogous future or present state or federal statutes, rules and regulations promulgated thereunder or pursuant thereto, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order or directive regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials or by the federal government, any state or political subdivision thereof, or any agency, court or body of the federal government, any state or any political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions (collectively "Environmental Laws").

If any of the above Environmental Laws require the Grantee to file any notice or report of a release or threatened release of Hazardous Materials or special wastes on, under or about any premises used by Grantee to perform the services required hereunder, the Grantee shall provide a copy of such report or notice to the City. In the event of a release or threatened release of Hazardous Materials, special waste or other contaminants into the environment by Grantee or its Contractors or in the event any claim, demand, action or notice is made against the Grantee regarding the Grantee's failure or alleged failure to comply with any of the above Environmental Laws, in regard to activities related to Grantee's System, Grantee shall immediately notify the City in writing and shall provide the City with copies of any written claims, demands, notices or actions so made. Grantee shall comply with the rules and regulations stated in any applicable mandatory recycling ordinance enacted or amended by the City Council of the City of Chicago.

If Grantee fails to comply with any of the above referenced Environmental Laws, the City may terminate this ordinance in accordance with the default provisions of this ordinance.

For purposes of this provision, the following definitions shall apply:

"Hazardous Materials" means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum or crude oil or any fraction thereof, natural gas, special nuclear materials; and by product materials regulated under the Atomic Energy Act (42 U.S.C. §201, et seq.), pesticides regulated under the federal Insecticide Fungicide and Rodenticide Act (7 U.S.C. §136, et seq.) and any hazardous waste, toxic or dangerous substance or related material, including any material defined or treated as "hazardous substance", "hazardous waste", "toxic substance" or contaminant (or comparable term) under any of the Environmental Laws.

"Special Wastes" means those substances as defined in Section 415 ILCS 5/3.45 of the Illinois Environmental Protection Act, and as further referred to in Section 809-13 of 35 Illinois Code, Subtitle G, Chapter 1.

(B) Environmental Permits.

To the extent required by the Environmental Laws, Grantee must keep current throughout the term of this ordinance, waste hauling, Special Waste hauling, disposal permits and insurance certificates required by federal, state, city or local government body or agency pursuant to any Environmental Law, if any, and at the request of the City, show evidence thereof.

1. When requested by the City, the Contractor shall submit copies of any hauling permits required by any Environmental Law. To the extent requested by the City, copies of all permits that require periodic renewal must be forwarded to the City throughout the duration of this ordinance. Noncompliance with this requirement may be cause for termination of this ordinance.
2. Environmental Records and Reports: Grantee shall be required to prepare and maintain proper, accurate and complete records of accounts of all transactions related to its operation of the Public Ways, including, but not limited to, the following:
 - a. Vehicle maintenance records.
 - b. Safety and accident reports.
 - c. I.E.P.A. or O.S.H.A. manifests.
 - d. Disposal records, including disposal site used, date, truck number and disposal weight.
 - e. Permit documentation and all other documentation and transactions pertaining to all Environmental Laws.

(C) Disposal Of Materials, Construction Debris, Soil And Waste.

- (1) Grantee shall be responsible for the proper disposal of all materials, construction debris, soil and other waste. Hauling and disposal by a Contractor or subcontractor does not relieve the Grantee from responsibility for proper disposal. Disposal of all materials, construction debris, soil and other wastes shall be at a disposal site that is properly licensed and permitted to accept the particular materials, construction debris, soil and other wastes delivered to it in accordance with all Environmental Laws. Failure to identify disposal site(s) for materials, construction debris, soil and other wastes or to submit such information when requested by the City may be cause to terminate the ordinance.

- (2) At the request of the City, the Grantee shall provide said Commissioner or his/her designated representative with copies of all load tickets, manifests, bills of lading, scale tickets and other pertinent documents. When requested by the City, Grantee shall provide copies of all permits and/or licenses for the proposed transfer station and/or landfill. In the event that the transfer station and/or landfill proposed for use by the Grantee does not possess the necessary permits and/or licenses to accept the materials, construction debris, soil and other wastes, Grantee will replace the transfer station and/or landfill. If the Grantee disposes of materials, construction debris, soil or other wastes at a site which is not properly permitted, the Grantee will be responsible for all costs associated with the removal of the waste to a properly licensed/permitted landfill or disposal site.
 - (3) The Grantee shall accept full responsibility for compliance with all Environmental Laws.
 - (4) The Grantee shall notify the City within twenty-four (24) hours of receipt of any environmental complaints, fines, citations, violations or notices of violation ("Claims") by any governmental body or regulatory agency against the Grantee by any third party relating to the loading, hauling or disposal of materials, construction debris, soil or other wastes in connection with Grantee's System. The Grantee will provide evidence to the City that any such Claim has been addressed to the satisfaction of the issuer or initiator of any such Claim.
 - (5) Grantee shall provide the City with reasonable prior written notice of any community meetings, media involvement or media coverage related to the loading, hauling or disposal of materials, construction debris, soil or other wastes, related to its System in which Grantee is asked to participate.
 - (6) Noncompliance with these terms and conditions may be used by the City as Grounds for termination of this ordinance.
- (D) Equipment and Environmental Control During Transport. Grantee shall haul any materials, construction debris, soil and other wastes in vehicles and/ or containers complying with all applicable Environmental Laws. All equipment used to transfer materials, construction debris, soil or other wastes shall be designed to prevent spillage during the hauling operation.
- Grantee's equipment shall fully comply with all city, state and federal regulations, laws and ordinances pertaining to size, load weight, safety and any Environmental Laws.
- (E) Indemnification. Grantee acknowledges that Section 6.13 of this ordinance applies to any violation of Environmental Laws by Grantee or its Contractors.

- (F) Environmental Controls. Grantee shall comply with all Environmental Laws with respect to the elimination of excessive noise and pollution of air and water due to its construction and other operations. Grantee shall minimize the noise of heavy construction equipment and control the dust, smoke and fumes from construction equipment and other operations in work sites and in City streets and properties, in accordance with ordinances of the City and orders of City departments. Grantee shall not discharge oily, greasy chemicals, hazardous or toxic wastes into waterways and City sewers.
- (G) Hazardous Materials.
1. In the event that Grantee while working within the Authorized Routes encounters asbestos or toxic or Hazardous Materials not caused by or introduced by Grantee or its Contractors or subcontractor. Grantee shall, before disturbing such materials, immediately notify the City and any owner of any conduit in which Grantee may be locating Grantee's System ("Owner") of the location and apparent location thereof, and as to whether it is feasible to re-route wiring or other work so as to avoid such materials. If such re-routing is feasible, Grantee or the Owner shall do so at no cost to the City. To the extent that Grantee exacerbates any existing environmental condition. Grantee shall be liable for any additional cost of abatement so caused by Grantee's activities.
 2. If such re-routing or avoidance is not feasible in the judgment of the City, and such materials must be disturbed or relocated to complete such work, then Grantee shall perform or cause one or more of its Contractors or subcontractors or the Owner (including, if necessary, a new, specialized subcontractor then retained with the consent and approval of the City for such purpose) to perform such abatement, containment, treatment or removal and disposal of such materials as maybe required by law, subject to the provisions of paragraph (c) of this section.
 3. In the undertaking of such abatement, treatment, containment, removal or disposition. Grantee, or such person employed by Grantee:
 - (a) shall notify the City and the Owner at least seventy-two (72) hours prior to the start of removal and disposal of any Hazardous Materials;
 - (b) shall be certified as a Hazardous Materials removal finn by the Environmental Protection Agency and all state or local agencies;
 - (c) shall carry such insurance coverage as may be required by the City's Department of Risk Management naming the City as an additional insured; and

- (d) shall provide such indemnification and documentation as required by the City.

Section 12.6 Business Relationships With Elected Officials.

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement. The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of Two Thousand Five Hundred Dollars (\$2,500) or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent (1 %) of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

SECTION 13. Conflict of Interest.

No member of the governing body of the City or other unit of government and no other official, officer, agent or employee of the City or other unit of government is employed by Grantee or has personal financial or economic interest directly or indirectly in this ordinance or any contractor subcontract resulting therefrom or in the privileges to be granted hereunder except as may be permitted in writing by the Board of Ethics established pursuant to the Municipal Code of Chicago (Chapter 2-156). No payment, gratuity or offer of employment shall be made in connection with this ordinance by or on behalf of any Contractors to the Grantee or higher tier subcontractors or anyone associated therewith, as an inducement for the award of contracts, subcontracts or orders. Any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City.

SECTION 14. Anti-Corruption Covenant And Representation.

Neither Grantee nor its Contractors shall be in violation of the provisions of Section 2-92-320, Chapter 2-92 of the Code. In connection herewith, Grantee has executed the applicable Certification required under the Illinois Criminal Code, Ill. Rev. Stat., Ch. 38, §33E-II (1989), as amended, and under the Illinois Municipal Code, Ill Rev. Stat., Ch. 24, § 11-42-1 (1989) (1990 Supp.), attached hereto as Exhibit 4.

SECTION 15. Cooperation With Inspector General.

It shall be the duty of Grantee, all Contractors, and all officers, directors, agents, partners and employees of Grantee to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Code. Grantee shall inform all its Contractors of the provision and require understanding and compliance herewith.

SECTION 16. Business Documents And Disclosures Of Ownership Interests.

Grantee has provided copies of its latest articles of incorporation and bylaws, its certification of good standing from the office of the Secretary of State of Illinois and a certificate signed by an authorized officer of the Grantee certifying that the Grantee is authorized to do business in the State of Illinois. Grantee has provided the City with the Disclosure of Ownership Interest Affidavit for the Grantee, completed copies of which are attached hereto and incorporated by reference herein in Exhibit 5.

SECTION 17. Grantee's M.B.E./W.B.E. Commitment.

Section 17. 1

Grantee agrees for itself and its successors and assigns, and shall contractually obligate the Contractors to agree, that during the construction of the System:

- (A) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "M.B.E./W.B.E. Program"), Section 2-92-420, et seq., of the Code, and in reliance upon the provisions of the M.B.E./W.B.E. Program to the extent contained in, and as qualified by, the provisions of this Section 17, during the course of construction of the System, at least the following percentages of the aggregate construction costs (as set forth in the budget) shall be expended for contract participation by minority-owned businesses ("M.B.E.s") and by women-owned business ("W.B.E.s"):

1. At least twenty-four percent (24%).
2. At least four percent (4%).

- (B) For purposes of this Section 17 only, Grantee (and any party to whom a contract is let by Grantee pursuant to this ordinance) shall be deemed a "Contractor" and this ordinance (and any contract let pursuant thereto) shall be deemed a "Contract" as such terms are defined in Section 2-92-420 of the Code. In addition, the term "minority-owned business" or M.B.E. shall mean a business enterprise identified in the *Directory of Certified Minority Business Enterprises* published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise; and the term "women-owned business" or W.B.E. shall mean a business enterprise identified in the *Directory of Certified Women Business Enterprises* published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise.
- (C) Consistent with Section 2-92-440 of the Code, Grantee's M.B.E./ W.B.E. commitment may be achieved in part by Grantee's status as an M.B.E. or W.B.E., or by a joint venture with one or more M.B.E.s or W.B.E.s (to the extent of the M.B.E. or W.B.E. participation in such joint venture) by Grantee utilizing a M.B.E. or W.B.E. as a Contractor, by subcontracting or causing a Contractor to subcontract a portion of the work to one or more M.B.E.s or W.B.E.s, or by the purchase of materials used in the construction of the System from one or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both a M.B.E. and a W.B.E. shall not be credited more than once with regard to Grantee's M.B.E./W.B.E. commitment as described in this Section 17. Grantee or a Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Code for the voluntary use of M.B.E.s or W.B.E.s in its activities and operations other than with respect to the System.
- (D) "M.B.E./W.B.E. Activities" are within the City, cable installation services within buildings and outside buildings for Grantee's Telecommunications System.
- (E) Grantee shall furnish to the City a report detailing its compliance with this provision prior to any renewal of this Agreement. If a report shows noncompliance with the M.B.E. and the W.B.E. percentages, the City shall provide Grantee with notice of noncompliance and the Grantee shall use its best efforts to cure noncompliance over a reasonable period following the notice.
- (F) Any reduction or waiver of Grantee's M.B.E./W.B.E. commitment as described in this Section 17 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

SECTION 18. Residency.

Except as otherwise prohibited by law, for any construction or installation project related to Grantee's Telecommunications System having an estimated contract value or cost of One Hundred Thousand Dollars (\$100,000) or more, Grantee and its Contractors shall comply with the minimum

percentage of total worker hours performed by actual residents of the City specified in Section 2-92-330 of the Code (at least fifty percent (50%) of the total worker hours shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, Grantee and its Contractors shall make good faith efforts to use qualified residents of the City in both unskilled and skilled labor positions. Grantee or anyone of its Contractors may request a reduction or waiver of the foregoing minimum percentage level of Chicagoans in accordance with standards and procedures developed by the City. This provision shall not apply to work performed by vendors or manufacturers of components of Grantee's System.

Grantee may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Code in accordance with standards and procedures developed by the Purchasing Agent of the City.

- (A) Definitions. For this Section 18, "actual residents" of the City shall mean persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.
- (B) Documentation. Grantee shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the System.
- (C) Access To Records. Full access to Grantee's and its Contractors employment records shall be granted to the City or its duly authorized representatives. Grantee and its Contractors shall maintain all relevant personnel data in records for a period of at least three (3) years after termination of this ordinance. At the direction of the City, affidavits and other supporting documentation will be required of Grantee to verify or clarify an employee's actual address when doubt or lack of clarification arises.

Grantee shall cause or require the provisions of this Section 18 to be included in all construction contracts and subcontracts related to the System.

SECTION 19. Board Of Underground.

Grantee agrees that its work in the Public Ways shall comply with the guidelines and procedures issued by the Department of Transportation for the Board of Underground, pursuant to Section 2-120-300 of the Municipal Code. Consistent with and pursuant to Section 2-120-300 of the Municipal Code, Grantee shall design its Telecommunications System to the extent practicable so as not to materially diminish or prevent access for repair or maintenance of underground facilities, whether owned by City or any Third Party. Conflicts regarding access to facilities shall be resolved pursuant to Board of Underground procedures to the extent practicable and required.

SECTION 20. General Provisions.

Section 20.1 Descriptive Headings.

Section headings are descriptive and used merely for the purpose of organization and, where inconsistent with the text, are to be disregarded.

Section 20.2 Notices.

Unless otherwise specified herein, all notices, requests, designations, deliveries, approvals, consents, demands and waivers required or provided hereunder, or desired by the parties hereto, shall be in writing and shall be deemed properly served if hand-delivered to the parties at the following addresses (effective on delivery) or if sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses (effective on mailing):

If to Grantee: Robert L. Kozoman
 Executive Vice President
 DePaul University
 Office of the Executive Vice President
 One East Jackson Boulevard
 Chicago, IL 60604
 Attention: General Counsel

If to the City: Corporation Counsel
 City of Chicago
 City Hall, Room 600
 121 North LaSalle Street
 Chicago, Illinois 60602
 Attention: Finance and Economic Development Division

or to such other parties or other addresses as either party may designate by notice to the other. The specification of a number of days or months notice shall mean notice of not less than such number of days.

Section 20.3 Invalidity.

If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section 21. Prior Ordinances.

All ordinances and resolutions, or parts thereof, in conflict with this ordinance, are, to the extent of the conflict, hereby repealed.

Exhibit 1.

Location Description.

DePaul Telecommunications System Conduit Locations

1. 1150 West Fullerton Avenue to 2345 North Clifton Avenue

Two (2) four (4) inch conduit exit the northwest corner of 2345 North Clifton Avenue, heading west on W. Fullerton along the south curb line approximately two hundred sixty (260) feet across, turning north towards the southeast corner of 1150 W. Fullerton approximately sixty (60) feet entering the south elevation basement of 1150 West Fullerton Avenue.

Total footage in the Public Ways for this component is approximately three hundred twenty (320) feet. Total Linear Footage is six hundred and forty (640) feet.

2. 2311 North Racine Avenue to 2330 North Clifton Avenue

Two (2) four (4) inch conduit exiting 2330 North Clifton, running west approximately fifty-four (54) feet then turning south and entering 2311 North Racine.

Total footage in the Public Way for this component is approximately fifty-four (54) feet. Total Linear Footage is one hundred eight (108) feet.

3. 2330 North Clifton Avenue to 2345 North Clifton Avenue

Four (4) four (4) inch conduit exiting 2345 North Clifton Avenue, running west approximately sixty-two (62) feet across and entering 2330 North Clifton Avenue.

Total footage in the Public Way for this component is approximately sixty-two (62) feet. Total Linear Footage is two hundred forty eight (248) feet.

4. 1050 West Fullerton Avenue to 2350 North Kenmore Avenue

One (1) four (4) inch conduit exiting 1050 West Fullerton, running southwest approximately sixty-six (66) feet across to the southwest corner of 2350 North Kenmore.

Total footage in the Public Way for this component is approximately sixty six (66) feet. Total Linear Footage is sixty six (66) feet.

5. 2425 North Sheffield Avenue to 2320 North Kenmore Avenue

One (1) four (4) inch conduit exiting east/west Alley North of 939-959 West Fullerton and running one hundred fifty-seven (157) feet west and turns south running five hundred forty (540) feet to the manhole in the east/west Alley North of 1000-1047 West Belden Avenue and goes west four hundred twenty-five (425) feet to 2320 North Kenmore Avenue.

Total footage in the Public Way for this component is approximately one thousand one hundred twenty-two (1122) feet. Total Linear Footage is one thousand one hundred twenty-two (1,122) feet.

6. 2320 North Kenmore Avenue to 2219 North Kenmore Avenue

Four (4) four (4) inch conduit exiting 2219 North Kenmore Avenue, running north approximately five hundred seventy-five (575) feet across to the intersection of West Belden Avenue, turning west and running west approximately three hundred and one (301) feet and entering 2320 North Kenmore Avenue.

Total footage in the Public Way for this component is approximately eight hundred seventy-six (876) feet. Total Linear Footage is three thousand five hundred four (3,504) feet.

7. 2320 North Kenmore Avenue to 2244 North Seminary Avenue

One (1) four (4) inch conduit exiting 2244 North Seminary Avenue, running east fifty (50) feet across Kenmore Avenue then north one hundred eighty-five (185) feet crossing Belden Avenue and entering 2320 North Kenmore Avenue.

Total footage in the Public Way for this component is approximately two hundred thirty-five (235) feet. Total Linear Footage is two hundred thirty five (235) feet.

8. 2250 North Sheffield Avenue to 2219 North Kenmore Avenue

Two (2) four (4) inch conduit exiting 2250 North Sheffield Avenue, running south approximately three hundred and forty-eight (348) feet to 2219 North Kenmore Avenue.

Total footage in the Public Way for this component is approximately three hundred and forty-eight (348) feet. Total Linear Footage is six hundred ninety six (696) feet.

9. 1010 West Webster Avenue to 2235 North Sheffield Avenue

One (1) four (4) inch conduit exiting 1010 West Webster Avenue, running east approximately seventy-five (75) feet across and entering the southwest corner of 2235 North Sheffield Avenue.

Total footage in the Public Way for this component is approximately seventy-five (75) feet.
Total Linear Footage is seventy five (75) feet.

10. 2219 North Kenmore Avenue to 2135 North Kenmore Avenue

One (1) four (4) inch conduit exiting 2219 North Kenmore Avenue (Byrne Hall) Buildings at its southwest elevation, proceeding south on North Kenmore Avenue approximately three (3) feet below grade under the public sidewalk, across West Webster Avenue, and under the public parkway south of West Webster Avenue two hundred fifty-five (255) feet to the east/west Alley South of Webster Avenue, turning ten (10) feet east into the east/west alley and proceeding five (5) feet south into the 2135 North Kenmore Avenue Building (Theatre School).

Total footage in the Public Way for this component is approximately two hundred and seventy (270) feet. Total Linear Footage is two hundred seventy (270) feet.

11. 2135 North Kenmore Avenue to 2130 North Kenmore Avenue

One (1) four (4) inch conduit exiting 2130 North Kenmore Avenue at its south elevation, proceeding east across North Kenmore Avenue approximately seventy-five (75) feet and entering 2135 North Kenmore Avenue at its southwest elevation.

Total footage in the Public Way for this component is approximately seventy-five (75) feet.
Total Linear Footage is seventy five (75) feet.

12. 2315 North Kenmore Avenue to 2331 North Sheffield Avenue

Two (2) four (4) inch conduits exiting 2315 North Kenmore Avenue and proceeding north for two hundred and twenty-five (225) feet through the north/south Alley West of 2308-2314 North Sheffield Avenue to a communications manhole.

Total footage in the Public Way for this component is two hundred twenty five (225) feet. Total Linear Footage is four hundred fifty (450) feet.

Then four (4) four (4) inch conduits exiting the communication manhole proceeding east for two hundred forty-one (241) feet through the east/west Alley North of 1000-1047 West Belden Avenue and across Sheffield Avenue and entering 2331 North Sheffield Avenue at its east elevation.

Total footage in the Public Way for this component is two hundred forty one (241) feet. Total Linear Footage is nine hundred sixty four (964) feet.

13. 2320 North Kenmore Avenue to 2318-2326 North Sheffield Avenue

Two (2) four (4) inch conduits exiting 2320 North Kenmore Avenue on its northeast elevation and proceeding east for three hundred thirty-two (332) feet across Kenmore Avenue, through the east/west Alley North of 1000-1047 West Belden Avenue, and turning north into 2326 North Sheffield Avenue on its north elevation.

Total footage in the Public Way for this component is approximately three hundred thirty-two (332) feet. Total Linear Footage is six hundred sixty four (664) feet.

14. 2320 North Kenmore Avenue to 2358 North Sheffield Avenue

Two (2) four (4) inch conduits exiting 2320 North Kenmore Avenue on its northeast elevation and proceeding east for three hundred fifty-two (352) feet across Kenmore Avenue, through the east/west Alley North of 1000-1047 West Belden Avenue, and turning north into 2358 North Sheffield Avenue on its south elevation.

Total footage in the Public Way for this component is approximately three hundred fifty-two (352) feet. Total Linear Footage is seven hundred four (704) feet.

15. 2320 North Kenmore Avenue to 2331 North Sheffield Avenue

Four (4) four (4) inch conduits exiting 2320 North Kenmore Avenue on its northeast elevation and proceeding east for four hundred eighty-three (483) feet across North Kenmore Avenue, through the east/west Alley North of 1000-1047 West Belden Avenue and across North Sheffield Avenue and entering 2331 North Sheffield Avenue on its southwest elevation.

Total footage in the Public Way for this component is approximately four hundred eighty-three (483) feet. Total Linear Footage is one thousand nine hundred thirty two (1,932) feet.

16. 2358 North Sheffield Avenue to 2331 North Sheffield Avenue

One (1) two (2) inch conduit exiting 2358 North Sheffield Avenue on its south elevation and proceeding one hundred fourteen (114) feet across West Fullerton Avenue and into 2331 North Sheffield Avenue at its east elevation.

Total footage in the Public Way for this component is approximately one hundred fourteen (114) feet. Total Linear Footage is one hundred fourteen (114) feet.

17. 2330 North Clifton Avenue to 2350 North Racine Avenue

Two (2) four (4) inch conduits exiting 2330 North Clifton Avenue and proceeding west for two hundred and six (206) feet through the east/west Alley South of 1140-1157 West Fullerton Avenue and across North Racine Avenue entering 2350 North Racine Avenue at its east elevation

Total footage in the Public Way for this component is approximately two hundred and six (206) feet. Total Linear Footage is four hundred twelve (412) feet.

18. 2331 North Sheffield Avenue to 759 West Belden Avenue

One (1) six (6) inch conduit exiting from the north/south Alley East of 2301-2310 North Sheffield and proceeding under the CTA tracks. Continuing on at N. Fremont St. & W. Belden Ave., and running east along the north parkway for approximately Four hundred twenty-five (425) feet and proceeding to approximately ninety-five (95) feet east of the intersection of North Dayton Street and West Belden Avenue and runs east onto private property (DePaul).

Total footage in the Public Way is five hundred twenty (520) feet. Total Linear Footage is five hundred twenty (520) feet.

Then, four (4) four (4) inch conduits exiting approximately thirteen (13) feet north of the north line of West Belden Ave. at the northwest corner of North Halsted Street and running east for approximately one hundred ninety-seven (197) feet to the Alley South of 743-751 West Belden Ave. and running south in the alley for one hundred (100) feet.

Total footage in the Public Way for this component is approximately three hundred ten (310) feet. Total Linear Footage is one thousand two hundred forty (1,240) feet.

19. 55 East Jackson Boulevard to 25 East Jackson Boulevard

One (1) four (4) inch conduit exiting 25 West Jackson Boulevard and running east approximately fifty-nine (59) feet across to 55 West Jackson Boulevard.

Total footage in the Public Way for this component is approximately fifty-nine (59) feet. Total Linear Footage is fifty nine (59) feet.

20. 14 East Jackson Boulevard to "Santa Fe in tunnels"

One (1) two (2) inch conduit exiting 14 East Jackson Boulevard and running east approximately four hundred ninety-six (496) feet across to 89 East Jackson Boulevard and 224 South Michigan Avenue (Santa Fe Building) in the Chicago Freight Tunnel System.

Total footage in the Public Way for this component is approximately four hundred ninety-six (496) feet. Total Linear Footage is four hundred ninety six (496) feet.

21. 64 East Jackson Boulevard to 25 East Jackson Boulevard "tunnels"

Four (4) four (4) inch conduits containing copper cable and three (3) and one-half (3 1/2) inch conduits containing fiber optic cable running through a portion of the Chicago Freight Tunnels, as follows:

Exiting 25 East Jackson Boulevard (Lewis Center) at the third (3rd) basement level, proceeding twenty-five (25) feet east into Chicago Freight Tunnels, then turning north seventy-five (75) feet into the South Wabash Avenue portion of the Chicago Freight Tunnels to the intersection of East Jackson Boulevard and South Wabash Avenue, turning east and proceeding approximately three hundred (300) feet on Jackson Boulevard to 50 East Jackson Boulevard (Santa Fe Building) then turning north ten (10) feet into the 50 East Jackson Building branch and into the 50 East Jackson Building basement of 50 East Jackson Boulevard, exiting at the west elevation of the building into conduits placed beneath the north/south public alley to the east of South Wabash Avenue and proceeding twenty (20) feet west into the 64 East Jackson Building (Administration Center).

Total footage in the Chicago Freight Tunnels for this component is approximately five hundred twenty (430) feet. Total Linear Footage is three thousand ten (3,010) feet.

22. 1 E. Jackson Boulevard to 23 E. Jackson Boulevard

Four (4) four (4) inch conduits existing 1 East Jackson on the east elevation and crossing the north/south alley between 1 East Jackson and 23 East Jackson and for Eighteen (18) feet and entering 23 E. Jackson.

Total footage in the Public Way for this component is approximately Eighteen (18) feet. Total Linear Footage is seventy two (72) feet.

Steam & Chilled Water Piping Location

23. 64 East Jackson Boulevard to 25 East Jackson Boulevard "tunnels"

Two (2) six inch chilled water pipes, one (1) 8 inch steam pipe, and one (1) condensate return pipe, all wrapped with two inches of fiberglass insulation, running through a portion of the Chicago Freight Tunnels, as follows:

Exiting 25 East Jackson Boulevard (Lewis Center) at the third (3rd) basement level, proceeding twenty-five (25) feet east into Chicago Freight Tunnels, then turning north seventy-five (75) feet into the South Wabash Avenue portion of the Chicago Freight Tunnels to the intersection of East Jackson Boulevard and South Wabash Avenue, turning east and proceeding approximately three hundred (300) feet on Jackson Boulevard to 50 East Jackson Boulevard (Santa Fe Building) then turning north ten (10) feet into the 50 East Jackson Building branch and into the 50 East Jackson Building basement of 50 East Jackson Boulevard, exiting at the west elevation of the building into conduits placed beneath the north/south public alley to the east of South Wabash Avenue and proceeding twenty (20) feet west into the 64 East Jackson Building (Administration Center).

Total footage in the Chicago Freight Tunnels for this component is approximately four hundred thirty (430) feet. Total Linear Footage is one thousand seven hundred twenty (1,720) feet.

DePaul Telecommunications System Conduit Locations
(Includes Steam & Chilled Water Lines)

Location	Point to Point LF	Number of	Total LP Per Location
1	2 320		640
2	2 54		108
3	4 62		248
4	1 66		66
5	1 1,122		1,122
6	4 876		3,504
7	1 235		235
8	2 348		696
9	1 75		75
10	1 270		270
11	1 75		75
12	2 225		450
	4 241		964
13	2 332		664
14	2 352		704
15	4 483		1,932
16	1 114		114
17	2 206		412
18	1 520		520
	4 310		1,240
19	1 59		59
20	1 496		496
21	7 430		3,010
22	4 18		72
23	4 430		1,720
TOTALS	7,719		19,396

EXHIBIT 2

Insurance Form



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/14/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME:	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (847) 953-5390
	E-MAIL ADDRESS:		
INSURED DePaul University 1 East Jackson Boulevard Chicago IL 60604-2287 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Property Cas Co of America		25674
	INSURER B: Illinois Union Insurance Company		27960
	INSURER C: Liberty Insurance Underwriters, Inc.		19917
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 570049261461**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		XPEG24541423002 SIR applies per policy terms & conditions	06/15/2012	06/15/2013	EACH OCCURRENCE	\$4,850,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	Included
						MED EXP (Any one person)	
						PERSONAL & ADV INJURY	Included
						GENERAL AGGREGATE	\$9,700,000
						PRODUCTS - COM/OP AGG	Included
						SIR	\$150,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		TJ-CAP-1102L664-12	06/15/2012	06/15/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000		UMBCH2045094 SIR applies per policy terms & conditions	06/15/2012	06/15/2013	EACH OCCURRENCE	\$1,000,000
						AGGREGATE	\$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	TC2JUB1105L52512	06/15/2012	06/15/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Chicago, its employees, elected officials, agents and representatives are included as Additional Insured in accordance with the policy provisions of the General Liability policy as their respective interests may appear. A waiver of Subrogation is granted in favor of The City of Chicago, its employees, elected officials, agents and representatives in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an The City of Chicago, its employees, elected officials, agents and representatives, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER**CANCELLATION**

City of Chicago Office of Emergency Management City Hall-Room 905 121 North LaSalle Street Chicago IL 60602 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

Holder Identifier :

Certificate No : 570049261461

Exhibit 3

Commissioner
Department of Business Affairs
and Consumer Protection
City of Chicago
121 North LaSalle Street
Room 805
Chicago, Illinois 60602

RE: Annual Certification; DePaul University; Fiber Optics Privilege.

Dear Commissioner:

Pursuant to an ordinance adopted by the City Council on _____, 2006, DePaul University has received permission and authority to operate and maintain a private not-for-profit telecommunications system, as described in such ordinance, within portions of the public way. Capitalized terms herein are as defined in such ordinance.

In accordance with the terms of such ordinance, please accept this communication as DePaul University's annual certification that:

- (i) under such permission and authorization, DePaul University has provided no Services along the Authorized Routes with the objective of generating revenue or profit, operating or maintaining a public switched network or operating a Cable Television System; or
- (ii) DePaul University provides no Services within the City for sale, resale, exchange or lease to any Third Party using Grantee's System or other entity for profit.

Should you desire any additional information, please do not hesitate to contact the undersigned at your convenience.

Very truly yours,

Name: R. L. Kog

Title: EXECUTIVE VICE PRESIDENT

cc.: Corporation Counsel
City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Division

Exhibit 4

Ethics Certification.

Program Description: _____

Specification Number: _____

Contract Number: _____

The undersigned hereby acknowledges the following Office of Inspector General and Governmental Ethics Ordinance clauses and agrees to comply with the terms of these clauses which are hereby incorporated into the above referenced contract:

Chapter 2-56 Of The Chicago Municipal Code Office Of Inspector General.

It shall be the duty of any bidder, proposer, or contractor, all subcontractors, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, contractor, or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. The contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All subcontracts shall inform subcontractors of this provision and require understanding and compliance herewith.

Governmental Ethics Ordinance.

Contractor shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this chapter pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the City.

Acknowledged and Accepted By: (Signed)

R. L. Kog
(Authorized Officer Signature)

EXECUTIVE VICE PRESIDENT
Title
DEPAUL UNIVERSITY
Company Name
MARCH 19, 2013
Date

Exhibit 5

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

DePaul University

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant

OR

2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____

OR

3. ☐ a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 1 E. Jackson Boulevard
Chicago, IL 60604

C. Telephone: 312-362-8074 Fax: 312-362-5664 Email: rraguse@depaul.edu

D. Name of contact person: Rick Raguse

E. Federal Employer Identification No. (if you have one): _____

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

Substitute City of Chicago ordinance that allows for use of the public way for the copper and fiber telecommunications and data lines at both DePaul University Loop and Lincoln Park Campuses

G. Which City agency or department is requesting this EDS? _____

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|---|---|
| <input type="checkbox"/> Person | <input type="checkbox"/> Limited liability company |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership |
| <input type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture |
| <input type="checkbox"/> Sole proprietorship | <input checked="" type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership | (Is the not-for-profit corporation also a 501(c)(3))? |
| <input type="checkbox"/> Limited partnership | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Other (please specify) |
-

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- ☐ Yes ☐ No ☒ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity.

NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
------	-------

See Attachment A

No Members

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
None		

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

☐ Yes ☒ No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.

(Add sheets if necessary)

☒ Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

☐ Yes

 ☐ No

 ☒ No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

☐ Yes

 ☐ No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

None

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

None

9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

☐ is ☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes

☒ No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

☐ Yes

☐ No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name

Business Address

Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

 X 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

 2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

☐ Yes

☐ No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

☐ Yes

☐ No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

☐ Yes

☐ No

If you checked "No" to question 1. or 2. above, please provide an explanation:

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

DePaul University

(Print or type name of Disclosing Party)

By: R. L. Kozoman
(Sign here)

Robert L. Kozoman

(Print or type name of person signing)

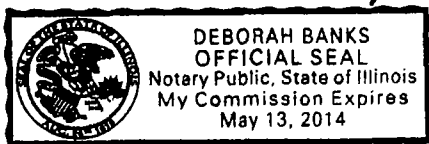
Executive Vice President

(Print or type title of person signing)

Signed and sworn to before me on (date) March 19, 2013
at Cook County, Illinois (state).

Deborah Banks Notary Public.

Commission expires: 5/13/2014



**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A**

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

☐ Yes

☒ No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

Attachment A

I. Executive Officers

Patricia D. O'Donoghue
Interim Provost

Robert L. Kozoman, C.P.A.
Executive Vice President

Rev. John T. Richardson, C.M.
Chancellor

Rev. Dennis H. Holtschneider, C.M., Ed.D.
President

Rev. Edward R. Udovic, C.M.
Secretary of the University

II. DePaul University Board of Trustees

Chair: Mr. James M. Jenness
Vice-Chair: Mr. William Bennett

Rev. Thomas C. Anslow, C.M
Vicar
Archdiocese of Los Angeles

Mr. Peter C. Argianas
Chairman, President & CEO
Gold Coast Bank

Ms. Karen M. Atwood
President
Blue Cross Blue Shield of Illinois

Mr. Gerald A. Beeson
Chief Operating Officer
Citadel LLC

Mr. William E. Bennett
Retired, President & CEO
Draper & Kramer, Inc.

Mr. John L. Brennan
Head of Private Wealth Management
William Blair & Company

Ms. Ruth W. Brinkley
President & CEO
KentuckyOne Health

Mr. Frank M. Clark

Very Rev Perry Henry, C.M.
Provincial Superior
Western Province, Congregation of the Mission

Mr. Roberto R. Herencia
President & CEO
BXM Holdings, Inc.

Ms. Lori Holland
Managing Director
Neuberger Berman

Rev. Dennis Holtschneider, C.M., Ed.D.
President
DePaul University

Ms. Stacy Janiak
Managing Partner of the Chicago Office
Deloitte

Mr. James M. Jenness
Chairman of the Board
Kellogg Company

Mr. Jeffrey J Kroll
Principal
Law Offices of Jeffrey J. Kroll

Rev. James J Maher, C.M.
Executive Vice President
St. John's University

Dr. Curtis J. Crawford
President and Chief Executive Officer
XCEO, Inc.

Mr. Sebastian S. Cualoping
CEO & President
AMPAC International

Dr. Connie R. Curran
President
Curran Associates

Ms. Mary A. Dempsey

Sr. Margaret Mary Fitzpatrick, S.C.
President & CEO
St. Thomas Aquinas College

Sasha L. Gerritson
Director, Opera Program
Northeastern Illinois University

Ms. Sue L. Gin
Chairman
Flying Food Group Inc.

Mr. Chester A. Gougis
Managing Partner
Cognitive Capital Partners

Mr. Jack M. Greenberg

Mr. Arnold T. Grisham
Chair, President & CEO
Tri-Valley Bank

Mr. Richard A. Hanson
Principal
Mesa Development LLC

Mr. Harry J. Harczak

Rev. Thomas F. McKenna, C.M.
Provincial Director
Daughters of Charity Province of St. Louise

Ms. Carla R. Michelotti
*Executive VP/Chief Legal, Government, and
Corporate Affairs Officer*
Leo Burnett Company, Inc.

Mr. Patrick J. Moore
President and Chief Executive Officer
PJM Advisors LLC

Mr. Peter Pesce
Vice President, Human Resources
A.T. Kearney, LLC

Ms. Anne R. Pramaggiore
President & Chief Executive Officer
ComEd

Rev. Mark S. Pranaitis, C.M.
Assistant Provincial
Western Province, Congregation of the Mission

Mr. Larry R. Rogers, Sr.
Partner
Power, Rogers & Smith, P.C.

Mr. George Ruff
Senior Principal
Trinity Hotel Investors LLC

Mr. James T. Ryan
Chairman, President and CEO
W.W. Grainger, Inc.

Mr. Bertram L. Scott

Mr. John B. Simon
Partner
Jenner & Block

Mr. John C. Staley
Retired Managing Partner
Ernst & Young LLP

Mr. William E. Hay
President
William E. Hay & Co.

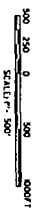
Mr. Daniel C Ustian

Donald Heller
Dean, College of Education
Michigan State University

Ms. Dia S. Weil
Retired

Exhibit 6

Chicago Freight Tunnel Map

City of Chicago/Chicago Freight Bureau, Inc. / 110 / Occasional, Major / 71 Aug-2000

CHICAGO, ILLINOIS	DATE OCT. 2004	CHG. NO. 9231G-2
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CITY OF CHICAGO
CHICAGO FREIGHT AND TROLLEY TUNNEL SYSTEMS
FREIGHT AND TROLLEY TUNNEL
LOCATION MAP

CRITICAL
INFRASTRUCTURE
INFORMATION-
DO NOT
RELEASE

[illegible]

EXHIBIT 7

BANK OF AMERICA - CONFIDENTIAL

PAGE: 1

DATE: MARCH 18, 2013

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 3127517

ISSUING BANK
BANK OF AMERICA, N.A.
1000 W. TEMPLE STREET
7TH FLOOR, CA9-705-07-05
LOS ANGELES, CA 90012-1514

BENEFICIARY
CITY OF CHICAGO
C/O DEPARTMENT OF TRANSPORTATION
121 NORTH LASALLE STREET, ROOM 905
CHICAGO, IL 60602

APPLICANT
DEPAUL UNIVERSITY
TREASURER'S OFFICE, CNA 1910
1 E. JACKSON BLVD
CHICAGO, IL 60604

ATTN: DOUGLAS STANFORD

AMOUNT
NOT EXCEEDING USD 5,000.00
NOT EXCEEDING FIVE THOUSAND AND 00/100'S US DOLLARS

EXPIRATION
MARCH 19, 2015 AT OUR COUNTERS

GENTLEMEN:

WE HEREBY ISSUE OUR UNCONDITIONAL IRREVOCABLE STANDBY LETTER OF CREDIT NO. 3127517 IN FAVOR OF THE CITY OF CHICAGO FOR THE ACCOUNT OF DEPAUL UNIVERSITY UP TO THE AGGREGATE AMOUNT OF FIVE THOUSAND AND 00/100 UNITED STATES DOLLARS (USD 5,000.00), EFFECTIVE IMMEDIATELY. THIS LETTER OF CREDIT IS ISSUED, PRESENTABLE AND PAYABLE AT OUR OFFICE AT BANK OF AMERICA, N.A., 1000 W. TEMPLE STREET, 7TH FLOOR, CA9-705-07-05, LOS ANGELES, CA 90012-1514, ATTENTION: STANDBY LETTER OF CREDIT DEPARTMENT, AND EXPIRES AT 5:00 PM LOS ANGELES TIME ON MARCH 19, 2015.

FUNDS UNDER THIS LETTER OF CREDIT ARE AVAILABLE TO YOU AGAINST YOUR SIGHT DRAFTS FOR ANY SUM OR SUMS NOT EXCEEDING A TOTAL OF FIVE THOUSAND AND 00/100 UNITED STATES DOLLARS (USD 5,000.00) DRAWN ON US MENTIONING OUR LETTER OF CREDIT NUMBER 3127517 AND SIGNED BY THE COMMISSIONER OF TRANSPORTATION OF THE CITY OF CHICAGO OR THE CITY COMPTROLLER OF THE CITY OF CHICAGO (WHETHER ACTING OR ACTUAL). FUNDS DRAWN UNDER THIS LETTER OF CREDIT SHALL BE PAID IN THE FORM OF A CHECK MADE PAYABLE TO "CITY OF CHICAGO" AND SHALL BE SENT BY OVERNIGHT DELIVERY TO THE CITY OF CHICAGO AT THE ADDRESS LISTED ABOVE.

ORIGINAL

BANK OF AMERICA - CONFIDENTIAL

PAGE: 2

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 3127517

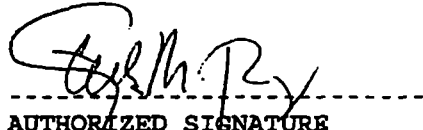
PARTIAL DRAWINGS ARE PERMITTED.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING, AND MAY BE AMENDED ONLY BY A WRITTEN AMENDMENT SIGNED BY US. THIS LETTER OF CREDIT CANNOT BE REDUCED OR REVOKED WITHOUT YOUR PRIOR WRITTEN CONSENT.

OUR OBLIGATIONS HEREUNDER ARE PRIMARY OBLIGATIONS TO THE CITY OF CHICAGO. WE HEREBY ENGAGE WITH YOU WE WILL HONOR DRAFTS DRAWN AND PRESENTED UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT IF PRESENTED TO US ON OR BEFORE MARCH 19, 2015.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION) OF THE INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600 ("UCP") AND TO THE UNIFORM COMMERCIAL CODE - LETTERS OF CREDIT, 810 ILCS 5/5-101 ET. SECT., AS AMENDED, AS IN EFFECT IN THE STATE OF ILLINOIS ("UCC"). TO THE EXTENT THE PROVISIONS OF THE UCP AND THE UCC CONFLICT, THE PROVISIONS OF THE UCC SHALL CONTROL.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CALL 800-541-6096 OPT 1 .



AUTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 2 PAGE(S).

STELLA OLIVER

ORIGINAL