



Office of the Chicago City
Clerk



F2012-3

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date: 1/18/2012

Sponsor(s): Mendoza, Susana A. (Clerk)

Type: Communication

Title: Chicago Department of Aviation/O'Hare Modernization
Program Agreement with Com Ed Utility

Committee(s) Assignment:



CHICAGO DEPARTMENT OF AVIATION
CITY OF CHICAGO

November 18, 2011

The Honorable Susana Mendoza
Office of the City Clerk
121 North LaSalle Street, Room 107
Chicago, Illinois 60602

RECEIVED
CITY COUNCIL DIVISION
2012 JAN -5 AM 9:10
OFFICE OF THE
CITY CLERK
CITY CLERK

Subject: The Chicago Department of Aviation/O'Hare Modernization Program
Agreement with Com Ed Utility

Dear Ms. Mendoza:

Transmitted herewith is a copy of the following document:

- The Com Ed Utility Agreement

This agreement was executed by the First Deputy Commissioner of the Chicago Department of Aviation and is being forwarded to you pursuant to all applicable ordinances. Please put this document on file in your office and make it available to members of the public who wish to review it in accordance with your customary practices.

Sincerely,

Jonathan D. Leach
General Counsel

RECEIVED
CITY COUNCIL DIVISION
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CITY CLERK
CITY CLERK

Enclosures:

1. The Com Ed Utility Agreement with the Chicago Department of Aviation/O'Hare Modernization Program at Chicago O'Hare International Airport

cc: Document Control
Eve Rodriguez

**COMED UTILITY AGREEMENT WITH
THE CHICAGO DEPARTMENT OF AVIATION / O'HARE MODERNIZATION PROGRAM
AT CHICAGO O'HARE INTERNATIONAL AIRPORT**

THIS UTILITY AGREEMENT ("Agreement") is made and entered into as of this 8th day of September, 2011 ("Commencement Date"), by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the 1970 Constitution of the State of Illinois ("City"), acting through its Chicago Department of Aviation ("CDA"), O'Hare Modernization Program ("OMP"), and Commonwealth Edison Company, an Illinois corporation ("ComEd"). The signatories to this Agreement shall be referred to individually as a "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, the City owns and operates that certain airport located within the City and commonly known as Chicago O'Hare International Airport ("Airport"); and

WHEREAS, the City has the authority to grant rights and privileges with respect to the Airport; and

WHEREAS, in an ordinance adopted by the City Council of the City of Chicago on September 1, 2004, (C.J.P. p 29893 et seq.) titled "Authorization for Execution of Agreements with Various Entities for Implementation of the O'Hare Modernization Program" (the "2004 Ordinance"), the City Council authorized the OMP Executive Director, whose authority was later merged with the Commissioner of Aviation ("Commissioner") to enter into ancillary agreements with utility companies to support the OMP; and

WHEREAS, ComEd is an electrical power transmission and distribution company that is engaged in various types of work in connection with the OMP and Airport Operations related to electricity transmission and distribution facilities. ComEd serves vital facilities at the Airport such as airfield lighting, navigational aid systems, and terminal buildings; and

WHEREAS, ComEd has performed, and will continue to perform, work on OMP Phase I and Phase 2A Projects as described in Exhibit C ("OMP Projects") attached hereto and incorporated by reference which Exhibit C may be updated from time to time during the term hereof by the Parties; and

WHEREAS, the Parties agree that an on-site staging area for ComEd's personnel who are often at the Airport conducting routine infrastructure maintenance, working on capital improvements and Airport expansion projects and the projects described on Exhibit C, and to respond to emergency power outages is of great benefit to both Parties; and

WHEREAS, ComEd currently maintains a mobile field office at the Airport which includes, among other things, a mobile office trailer, related vehicle and equipment parking and storage facilities ("Existing Field Office"); and

WHEREAS, the CDA has requested, and ComEd has agreed, subject to the fulfillment of certain terms and conditions described herein, to relocate the Existing Field Office to a new staging area location at the Airport as described and depicted in Exhibit A ("Premises") attached

hereto and incorporated by reference for the purposes described in Exhibit B ("Permitted Uses"), attached hereto and incorporated by reference; and

TERMS AND CONDITIONS

NOW, THEREFORE, for and in consideration of the use of the Premises, prompt removal and relocation of the Existing Field Office, continued cooperation between the Parties to complete OMP projects, and the mutual covenants and agreements herein contained and other valuable consideration, the Parties hereto covenant and agree as follows:

1. **Incorporation of Recitals.** The above recitals are incorporated by reference as if fully set forth herein.

2. **Coordination of Services.** The City and ComEd agree to meet twice weekly or as may be required from time to time to discuss the projects, including, without limitation, the status of outstanding and on-going action items, the schedule, man power schedules as related to overhead, underground, outages and affected facilities, billing and budgets for existing and future work as listed in Exhibit C. All such work will be coordinated with ComEd and monitored by the CDA construction manager in the field.

3. **Development of Projects.** From time to time during the term hereof, the City and ComEd will meet with designers, refine Project scopes of services, schedules and develop detailed pricing estimates for remaining Phase 1 and Phase 2A Projects.

4. **Approvals.** The CDA Commissioner will approve any Notice to Proceed, final budgets and invoices for work completed or to be completed.

5. **Premises.** The CDA will provide ComEd with the Premises as described in Exhibit A for its on-Airport trailers and a separate area for equipment and materials storage all as set forth on Exhibit A. ComEd will be responsible for the installation of and payment for any and all utilities it may require for the use of the Premises, the cost of any signage, structure erection/installation on the Premises, and permitting costs, if any, with respect to the construction and installation of the Premises for ComEd's use. The City will maintain access roads to ensure that ComEd can access and use the Premises. ComEd, its contractors and their invitees must at all times comply with all laws governing their activities, the provisions of this Agreement, and the directions of the Commissioner regarding access to the Premises.

6. **Duration of Agreement; Renewal.** For the period from Commencement Date to Completion of Phase 2A, warranty expiration in 2016 ("Expiration Date"), ComEd may enter upon the Premises, or any portion thereof, in order to conduct the Permitted Uses. This Agreement may be renewed for additional periods if both Parties consent to such a renewal and Phase 2B is approved by the signatory Airlines to the Terminal Use Agreement. If the City determines that it will not renew this Agreement, the City must give ComEd at least 180 days written notice prior to the Expiration Date that it does not intend to renew this Agreement. ComEd must give at least 90 days written notice of its intent to vacate the Premises. The Parties may extend the term of this Agreement by written consent via letter; any such extension period will be governed by the same terms and conditions herein.

7. **ComEd Invoices.** ComEd shall submit invoices in accordance with the contracts that are applicable to each of the projects described on Exhibit C from time to time. All such invoices must be approved in accordance with the contracts entered into relating to the Projects.

8. **Parties' Respective Obligations Regarding Relocation and the new Premises.** The relocation of the Existing Field Office must be completed within 30 calendar days after the completion of CDA's site preparation and drainage work required to make the Premises ready for ComEd's use. The work needed to complete the site preparation is currently included in the Taxiway WK and North West Enabling Projects and construction began in the spring of 2011. Upon receipt of written notice from the City specifying that the City's work has been completed, ComEd must begin its relocation activities.

9. **Easements.** The City hereby reserves the rights and such easements as may be necessary to enter onto the Premises for the purpose of conducting any operations related to the function of the Airport, to verify the ComEd's compliance with this Agreement, and to inspect or conduct testing on any part of the Premises. The City agrees to use reasonable efforts not to unreasonably interfere with ComEd's use of the Premises for Permitted Uses and will provide 24 hours notice of any necessary entry, except in the case of an emergency.

10. **Non-transferable, non-assignable.** The right to enter the Premises for the Permitted Uses is non-transferable; any attempted transfer or assignment is void and without effect as to the City. ComEd acknowledges and agrees that it does not acquire and will not claim at any time any real property interest or estate of any kind or extent whatsoever, in the Premises by virtue of this Agreement or through ComEd's activities on the Premises.

11. **Utilities.** ComEd shall be responsible for payment of all actual costs of water, electricity, natural gas, telephone service, and all other utility services for the Premises, whether furnished by the City or purchased by the City on behalf of ComEd, or furnished to ComEd by third parties.

12. **Access to Other Airport Property.** Subject to rules and regulations governing the conduct and operations of the Airport promulgated by the Commissioner from time to time ("Airport Rules and Regulations"), ComEd will have the right and privilege of access to other Airport property for purposes: (i) of ingress to and egress from the Premises for it and its invitees and their respective equipment, vehicles, machinery and (ii) of providing transportation of its employees to, from, and within the Premises. In no event may ComEd block or otherwise obstruct a runway, taxiway, or service road with aircraft or ground vehicles, respectively, at any time or in any manner which will impair or adversely affect the use or operation of said taxiway or service road areas by City or other Airport users. Notwithstanding anything to the contrary contained herein, ComEd shall have the right and privilege of access to the Airport property as permitted under that certain Commonwealth Edison Company Schedule of Rates for Electric Service filed with the Illinois Commerce Commission and issued pursuant to an Illinois Commerce Commission Order in place from time to time during the term of this Agreement (the "Tariff"), the Illinois Public Utility Act (220 ILCS 5 et seq.) as such act may be amended from time to time during the term of this Agreement, and any other applicable law or regulation.

13. **Maintenance and Repair.** ComEd is responsible for and must perform or cause to be performed all maintenance and repair of the Premises. ComEd is responsible for and must pay for any and all charges incurred in connection with its operations. In connection therewith, ComEd must at all times:

- a. Keep the Premises and any fixtures, equipment and personal property located thereon in a clean, safe, and orderly condition and appearance and free from debris;
- b. Maintain the same in as good or better condition (reasonable wear and tear excepted) as existed on the Commencement Date and perform all ordinary repairs, replacements, and painting;
- c. Control all of its vehicular traffic on the Airport and take all precautions reasonably necessary to promote the safety of its invitees and other persons, and employ such means as may be necessary to safely direct the movements of its vehicular traffic;
- d. Either directly or through a licensed independent contractor, dispose of its garbage, debris, and other waste materials at properly permitted facilities and undertake a routine pest control program for the Premises.

Notwithstanding anything to the contrary herein, in no event shall ComEd be obligated to maintain, repair, or replace any of the utilities installed at the Airport for use at the Premises or elsewhere to the extent such utilities are located (1) outside the Premises or (2) within rights-of-way or other access roads and ComEd be obligated to incur, or reimburse the City for, any of the costs or expenses associated with the maintenance, repair, or replacement of such utilities.

14. Modifications to Premises. With prior notice to and approval from the Commissioner, ComEd may from time to time install certain installations and improvements and modify or expand existing installations within the Premises ("Premises Alterations"). ComEd understands and agrees that, upon completion, (except for any mobile trailers that may be from time to time located on or affixed to the Premises), any Premises Alterations shall become property of the City and that City shall have no obligation to compensate ComEd for the Premises Alterations. Before entering into any contract for any Premises Alterations, ComEd shall submit a construction application with complete plans and specifications for the proposed work to the Commissioner for prior written approval. The Commissioner may request that the contractor provide performance and payment bonds in a form acceptable to the Commissioner in accordance with City laws and policies.

- a. ComEd shall indemnify, hold harmless, and defend the City, its officers, agents, and employees against losses occasioned by death, injury to persons, or damage to property, arising out of or in connection with the performance of construction work, against the risk of loss or damage to the construction prior to the completion of any Premises Alterations, and against losses resulting from claims and demands by third parties arising out of the performance of the Premises Alterations. ComEd shall provide or shall require its contractor to provide, liability insurance covering the foregoing, and naming the City as an additional insured in accordance with the terms of Exhibit D. ComEd shall also include in any construction contract such provisions as may be reasonably required by the Commissioner relating to the operation of the contractor at the Airport.
- b. All work performed by ComEd or its contractor, including workmanship and materials shall be performed in accordance with the plans and specifications approved by the Commissioner. Such work may be inspected by the Commissioner, or the authorized representative of the Commissioner, at any time. However, the City is not obligated to conduct such inspections.
- c. ComEd shall deliver to the Commissioner "as built" drawings reflecting any construction and/or modifications to the Premises and shall keep such drawings

current throughout the term of this Agreement. [PLEASE NOTE, COMED IS WILLING TO PROVIDE THE AS-BUILT PLANS BUT THESE CANNOT BE PROVIDED UNTIL COMED RECEIVES THE AIRPORT AS BUILT PLANS FOR THIS AREA OF THE AIRPORT SO THAT THEY CAN BE PREPARED.]

- d. ComEd shall discharge when due all obligations to contractors, subcontractors, materialmen, workmen, suppliers, and others for all work performed and for all materials furnished for or on account of ComEd.

15. Liens Prohibited. ComEd must keep the Premises free and clear of any and all liens in any way arising out of the modification, improvement, operation, maintenance or use thereof by ComEd; provided, however, ComEd may in good faith contest the validity of any lien, provided such contest does not impair the City's rights with respect to the Premises. City's rights to the Premises and the Airport are and always shall be paramount to the interests of ComEd therein. Nothing in this Agreement empowers ComEd to commit or engage in any act which can, shall, or may encumber the rights of City. In no event shall this Agreement or any rights or privileges hereunder be an asset of ComEd under any bankruptcy, insolvency, or reorganization proceedings.

16. Insurance. ComEd must comply with the insurance requirements set forth in Exhibit D, attached hereto and incorporated by reference.

17. Indemnity and Release.

- (a) Except to the extent set forth in the Tariff and to the maximum extent permitted under applicable law, ComEd must indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including but not limited to those related to:

- (i) injury, death or damage of or to any person or property;
- (ii) any infringement or violation of any property right (including any patent, trademark or copyright); and
- (iii) the City's exercise of its rights and remedies under this Agreement
- (iv) injuries to or death of any employee of ComEd or any subcontractor under any workers compensation statute; and

"Losses" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to ComEd's activities under and pursuant to this Agreement, except for such liabilities shown by final judgment of a court of competent jurisdiction to have been caused by the sole negligence or willful misconduct of the City, its officers, representatives, elected and appointed officials, and employees and except for such liabilities as are governed by the Tariff.

(b.) To the extent permissible by law, ComEd waives any limits to the amount of its obligations to indemnify or contribute to any sums due under any Losses, including any claim by any employee of ComEd that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision (such as, Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may

have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

(c) ComEd, on behalf of itself, its invitees and any and all parties who enter onto the Premises at ComEd's direction (collectively, "Releasers"), do hereby release, acquit and forever discharge City, its officials, agents and employees, of and from any and all known and unknown causes of action, damages, liabilities, costs, expenses and claims and demands of whatsoever kind or nature which Releasers now have or which may accrue against City, its officials, agents and employees on account of any and all known and unknown present or future injuries, Losses and damages sustained or received or which may be sustained by Releasers or the property of Releasers occurring on, at or about the Premise, except if such injuries, Losses or damages are as a result of the City's obligations under this Agreement or are shown by final judgment by a court of competent jurisdiction to have been caused by the sole negligence or willful misconduct of the City, its officials, and employees. ComEd is responsible for notifying other Releasers of this provision and obtaining their written release.

(d) ComEd acknowledges that the requirements set forth in this section to indemnify, keep and save harmless, defend upon demand, and release the City are apart from and not limited by the ComEd's duties under this Agreement. This indemnification provision shall survive the expiration of the Agreement (or subsequent extension) or earlier termination of this Agreement.

18. Confidentiality. Except as required by law, ComEd shall not issue publicity news releases, grant press interviews, or disseminate any information regarding the Premises or its intentions therewith without the prior written consent of the Commissioner. In the event that ComEd is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data, or documents which may be in ComEd's possession by reason of this Agreement, ComEd shall, to the extent permissible by law and to the extent not prohibited by the terms of such subpoena, immediately give notice to the City and to the Corporation Counsel of the City, with the understanding that the City shall have the opportunity to contest such process by any means available to it before such records or documents are submitted to a court or other third party, provided, however, that ComEd shall not be obligated to withhold such delivery beyond that time as may be requested by a court, any governmental agency, or administrative agency of competent jurisdiction, unless the subpoena or request is quashed or the time to produce is otherwise extended.

19. Compliance with all Laws. ComEd, at its sole expense, must obtain all necessary permits and authority from governmental entities and agencies and comply with all applicable federal, state and local laws and regulations with respect to any entry onto the Premises and conducting any business thereon or performing work thereon, including but not limited to those laws enumerated in Exhibit E, attached hereto and incorporated by reference.

20. Compliance with Airport Security Laws. This Agreement is expressly subject to 49 U.S.C. 44901 et seq., as amended from time to time, the provisions of which are hereby incorporated by reference, and all rules and regulations promulgated thereunder. ComEd shall, notwithstanding anything contained herein to the contrary, at no additional cost to City, perform under this Agreement and in compliance with those guidelines developed by City, the TSA, and the FAA with the objective of maximum security enhancement.

ComEd shall observe and obey all rules and regulations governing the conduct and operation of the Airport promulgated from time to time by City, County, state or federal authorities and, in particular, ComEd agrees at all times to comply with any master security plan and procedures for the Airport as may be established by City from time to time.

21. Airport Security Badges. All individuals must wear and display their Airport Security Badges on their outer apparel at all times while at the Airport. ComEd must obtain from the airport badging office Airport Security Badges for any person working at the airport on ComEd's behalf. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to receive an Airport Security Badge. Additional forms and tests may be required to obtain Airport Driver's Licenses and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in her discretion, including but not limited to name, address, date of birth (and for vehicles, driver's license and appropriate stickers). ComEd is responsible for requesting and completing the form for each person who will be working at the Airport on ComEd's behalf and all vehicles to be used on the job site. Upon signed approval of the application by the Commissioner or his designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Commissioner may grant or deny the application in his/her sole discretion. ComEd must make available to the Commissioner, within one day of request, the personnel file of any person who will be working on the project.

In order for a person to have an Airport Security Badge, a criminal history record check ("CHRC") conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA. Airport Security Badges, Vehicle Permits and Driver's Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. Contractor will be jointly and severally liable for any fines imposed on any person working on its behalf.

22. City's Approval. Except as expressly stated otherwise, whenever City's approval, consent, or determination is required under this Agreement, the City may withhold its approval or consent in its sole discretion, and all such approvals, consents, and any determinations or directives to be made by the City will be made by the Commissioner. Nothing contained in this Agreement impairs the right of City in the exercise of its governmental functions including, without limitation. No official, employee or agent of the City will be held personally liable for any damages, expenses or costs incurred by ComEd in connection with this Agreement.

23. Applicable Law. This Agreement will be construed in accordance with the laws of the State of Illinois.

24. Severability. If any provision of this Agreement is deemed to be unenforceable by any court of competent jurisdiction, it shall not affect the enforceability of any other provision of this Agreement.

25. Modifications and Amendments. Any modifications or amendments to this Agreement must be in writing and bear the signatures of authorized representatives of the City and ComEd.

26. **Entire Agreement.** This Agreement and the Exhibits attached hereto and incorporated by reference, shall constitute the entire agreement between the parties as to the subject matter hereof and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

27. **Headings.** The section and paragraph headings of this Agreement are for convenience only and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

28. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their heirs, administrators, successors and assigns, where applicable.

29. **ComEd's Authority.** ComEd represents that the signatures of each person signing on its behalf is made with complete and full authority to commit it to every term and condition of this Agreement, including every representation, certification, and warranty contained herein. The City represents that the signatures of each person signing on behalf of the City is made with complete and full authority to commit the City to every term and condition of this Agreement, including every representation, certification, and warranty contained herein.

30. **Counterparts.** This Agreement may be executed in any number of counterparts with the same force and effect as if all signatures were appended to one document, each of which shall be deemed an original.

31. **Notices and Consents.** All consents and approvals shall be in writing. All notices and other communications in connection with this Agreement shall be in writing and be sent by registered or certified mail, postage prepaid and addressed as follows:

To the City:

Commissioner of Aviation
10510 West Zemke Road
Chicago, Illinois 60666

with copies to:

Deputy Commissioner of Real Estate, CDA
10510 West Zemke Road
Chicago, Illinois 60666

and for legal matters:

Deputy Corporation Counsel
Aviation, Environmental, Regulatory, and Contracts Division
30 North LaSalle, Suite 1400
Chicago, Illinois 60602

To ComEd:

Director, Real Estate & Facilities
Commonwealth Edison Company
Three Lincoln Center

4th Floor
Oakbrook Terrace, Illinois 60181

With a copy to:

Exelon Business Services Company, LLC
Legal Department
10 South Dearborn Street, 49th Floor
Chicago, Illinois 60603
Attention: Assistant General Counsel – Real Estate

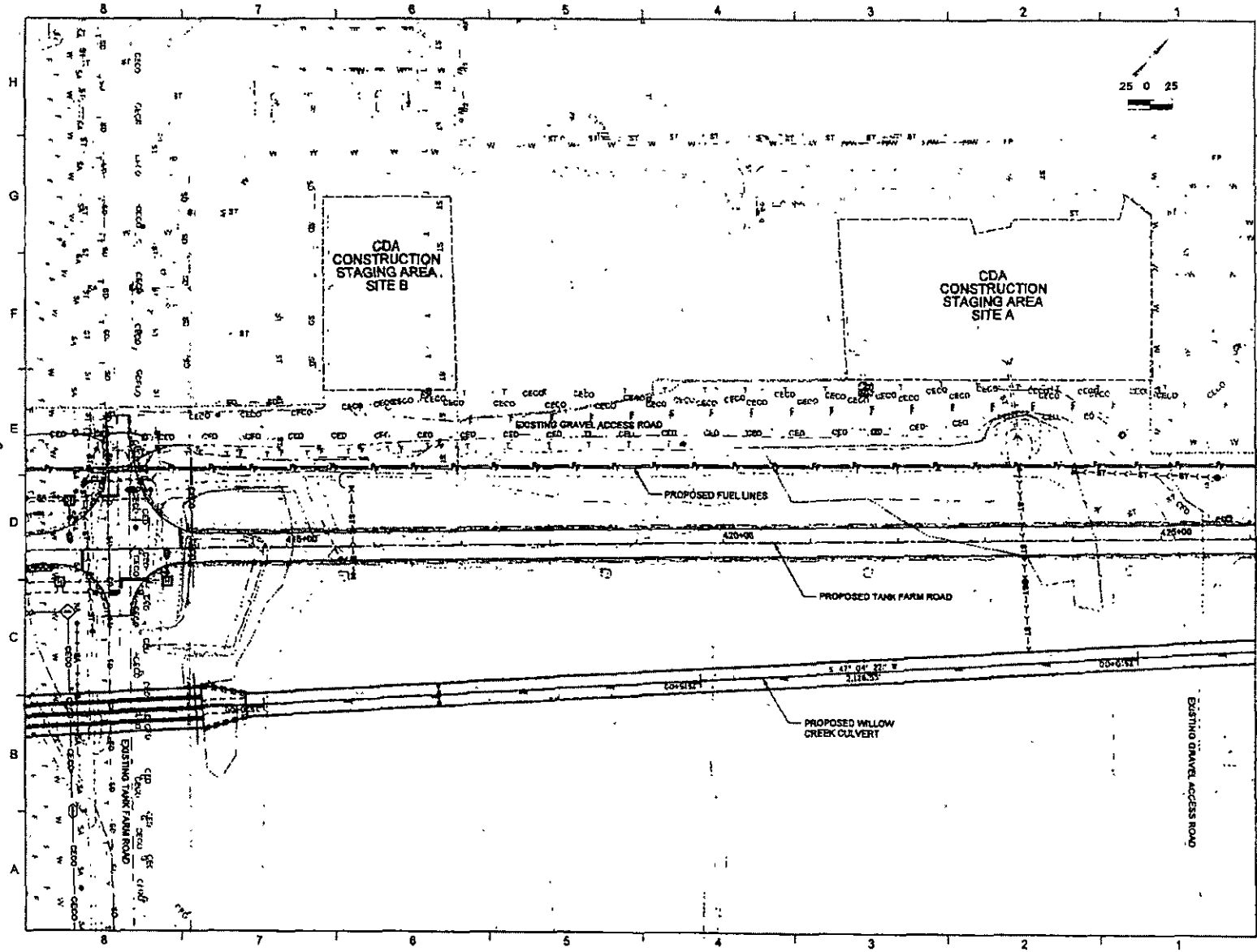
IN WITNESS WHEREOF, the parties have executed this License as of the date set forth above.

CITY OF CHICAGO

CITY OF CHICAGO
By: *ROSEMARY S. MALONE*
Commissioner of Aviation
Name: *Rosemary S. Malone*

COMMONWEALTH EDISON COMPANY
By: *David Perez*
Name: *DAVID PEREZ*
Title: *VP, Distribution Operations*
CHICAGO

EXHIBIT A - Page 1



OHARE INTERNATIONAL AIRPORT
CITY OF CHICAGO
OHARE MODERNIZATION PROGRAM

RICHARD M. DALEY
Mayor
ROSEMARIE S. ANDOLINO
Commissioner



100 N. SHAWNEE BL. SUITE 600 JOLIA, ILLINOIS 60431-1000



KEY PLAN

APPROVED AS SHOWN PLAN

REV	DATE	DESCRIPTION

OHARE MODERNIZATION PROGRAM

TAXIWAY 44 AND NORTHWEST AREA
ENABLING PROJECTS

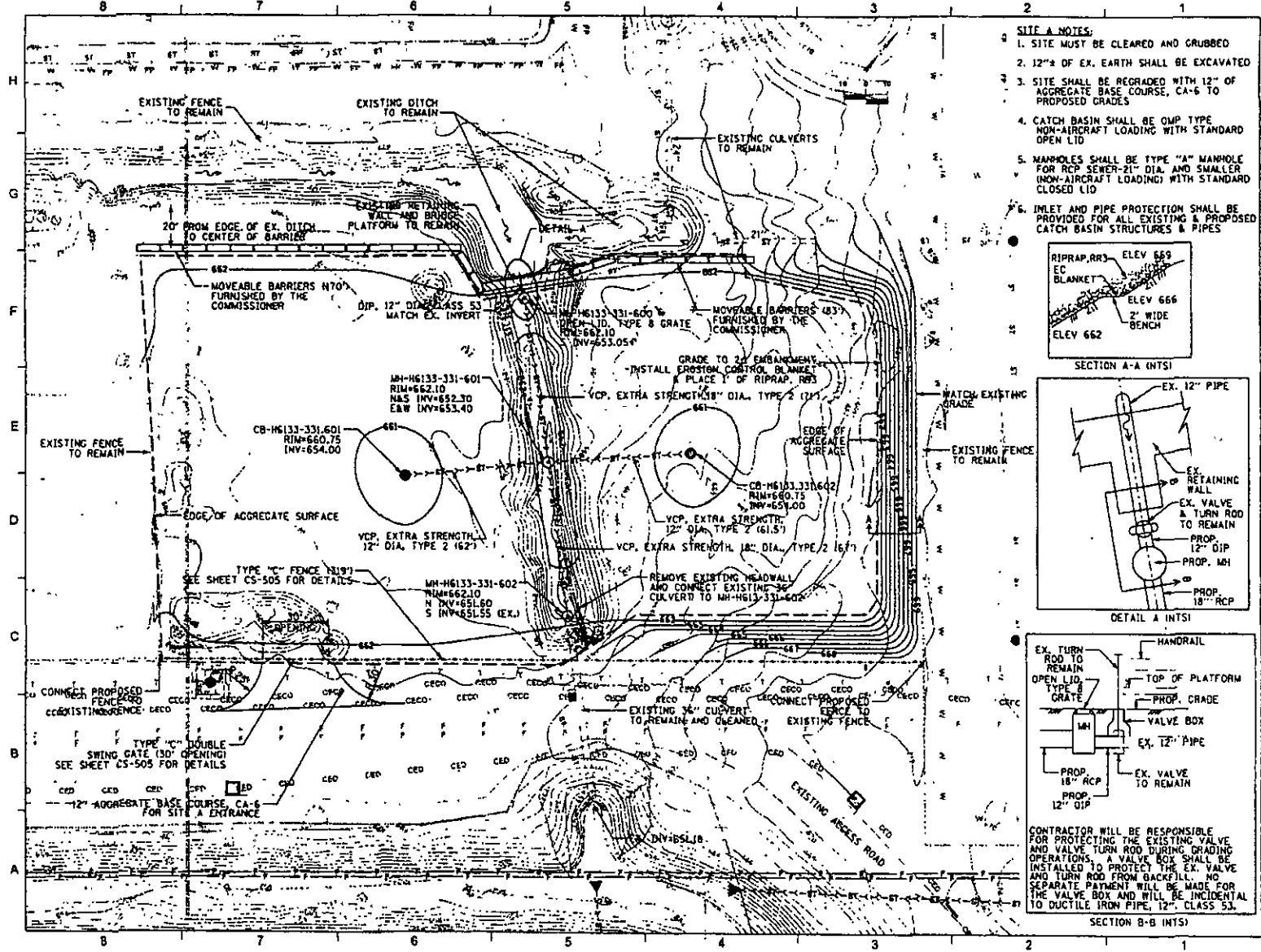
SHEET TITLE
PROPOSED CDA STAGING AREA KEY PLAN

DRAWN BY: VYX
CHECKED BY: KLM
DESIGNED BY: VYX

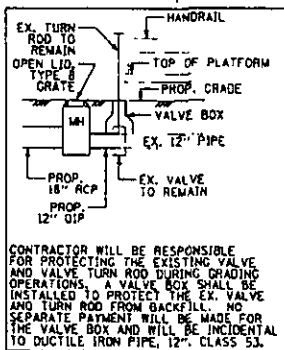
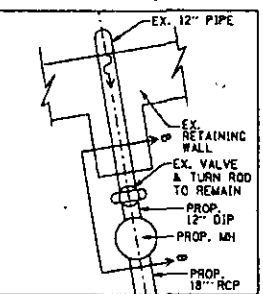
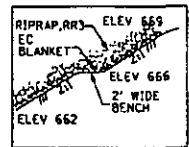
PROJECT NO: OH-133.318-W-337
DATE: 8/10/2011

SHEET NO: CG-030

Exhibit A - Page 2



- SITE NOTES:**
1. SITE MUST BE CLEARED AND GRUBBED
 2. 12" OF EX. EARTH SHALL BE EXCAVATED
 3. SITE SHALL BE REGRADED WITH 12" OF AGGREGATE BASE COURSE, CA-6 TO PROPOSED GRADES
 4. CATCH BASIN SHALL BE OUP TYPE NON-AIRCRAFT LOADING WITH STANDARD OPEN LID
 5. MANHOLES SHALL BE TYPE "A" MANHOLE FOR RCP SEWER-21" DIA. AND SMALLER (NON-AIRCRAFT LOADING) WITH STANDARD CLOSED LID
 6. INLET AND PIPE PROTECTION SHALL BE PROVIDED FOR ALL EXISTING & PROPOSED CATCH BASIN STRUCTURES & PIPES



CONTRACTOR WILL BE RESPONSIBLE FOR PROTECTING THE EXISTING VALVE AND VALVE TURN ROD DURING GRADING OPERATIONS. A VALVE BOX SHALL BE INSTALLED TO PROTECT THE EX. VALVE AND TURN ROD FROM BACKFILL. NO SEPARATE PAYMENT WILL BE MADE FOR THE VALVE BOX AND WILL BE INCIDENTAL TO DUCTILE IRON PIPE, 12" CLASS 53.

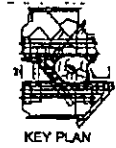


OHARE INTERNATIONAL AIRPORT
CITY OF CHICAGO
OHARE MODERNIZATION PROGRAM

RICHARD M. DALEY
GOVERNOR
ROBERTA S. MOULDER
COMMISSIONER

URS

1800 NORTH MICHIGAN, SUITE 500 CHICAGO, IL 60610
TEL: 312.462.1000 FAX: 312.462.1001



APPROVED AS WORKING PLAN BY

NO.	DATE	DESCRIPTION

OHARE MODERNIZATION PROGRAM

TASKWAY MK AND NORTHWEST AREA ENABLING PROJECTS

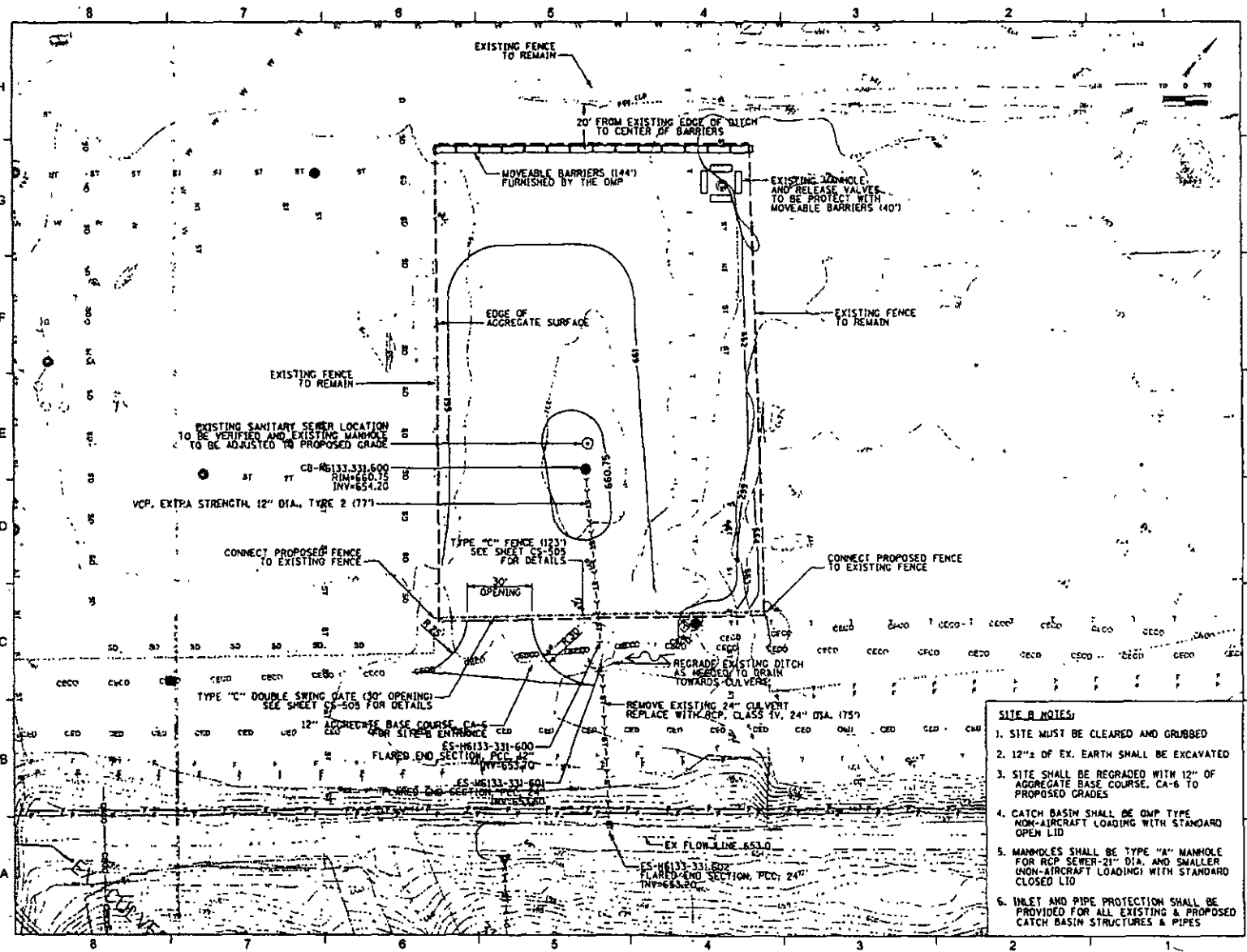
PROPOSED GRADING, DRAINAGE, & SITE PLAN
CDA STAGING AREA - SITE A

REVISION	DATE	DESCRIPTION
VYX	KLM	VYX

PROJECT NO. OH133.318.50.331
DATE: 01/09/2011

CG-031

EXHIBIT A - Page 3



- SITE B NOTES:**
1. SITE MUST BE CLEARED AND GRUBBED
 2. 12"± OF EX. EARTH SHALL BE EXCAVATED
 3. SITE SHALL BE REGRADED WITH 12" OF AGGREGATE BASE COURSE, CA-6 TO PROPOSED GRADES
 4. CATCH BASIN SHALL BE OMP TYPE NON-AIRCRAFT LOADING WITH STANDARD OPEN LID
 5. MANHOLES SHALL BE TYPE "A" MANHOLE FOR RCP SEWER-21" DIA. AND SMALLER NON-AIRCRAFT LOADING WITH STANDARD CLOSED LID
 6. INLET AND PIPE PROTECTION SHALL BE PROVIDED FOR ALL EXISTING & PROPOSED CATCH BASIN STRUCTURES & PIPES



O'HARE INTERNATIONAL AIRPORT
CITY OF CHICAGO
O'HARE MODERNIZATION PROGRAM

RICHARD W. DALEY
Mayor
ROSEMARIE A. ANGLADE
Commissioner



URS CORPORATION, 2875 W. BROADWAY, SUITE 500
CHICAGO, IL 60601



KEY PLAN

APPROVED AS SHOWN PLAN BY

PROJECT NO.	DATE	DESCRIPTION

O'HARE MODERNIZATION PROGRAM

TAXIWAY INLAND
NORTHWEST AREA
ENABLING PROJECTS

SHEET TITLE:
**PROPOSED GRADING,
DRAINAGE, & SITE PLAN
COA STAGING AREA - SITE B**

DESIGNED BY	DATE	CHECKED BY
VYX	KLM	VYX

PROJECT NO. OHA1133.310.00.331
DATE 01/08/2011
SHEET NO. CG-032

Exhibit B

Permitted Uses

ComEd may use the Premises for the following purposes:

- Store material and equipment necessary for the services it provides the CDA or in connection with the OMP
- Parking of vehicles and equipment
- Vehicle and equipment access over and across the access route maintained by the City (the City will maintain an access route to/from the Premises at all times)
- Maintain satellite communication for internal company networks
- Administrative Office Work related to delivery of services to the CDA or in connection with the OMP
- ComEd's employee and contractor meetings related to services to the CDA or in connection with the OMP

Exhibit C Projects List

Phase I

- ACTIVE**
Central Basin Pump Station - constructed in this project & Existing LLWAS 16
12.5kV Service:
S2 Pump Station - 480V
LLWAS - 120V
Permenant Service
MH/s: EM-CECO-6129-20-12,13,14,15,16,17,18,?,?.
- COMPLETE**
R/W 10(L) ALSF-II - constructed in this project
12.5kV Service
S3 Permenant Service
MH/s: H6129 050-19 - H6129 035-18 - H6129 035-17 - H6129 035-16 - S - T - Bldg.
- COMPLETE**
12.47 kv Service
Permanent Service
S4 New 12.47 kv service and equipment to South Airfield Lighting Control Vault. (1st
service from D180)
MH/s: EM-CECO-6130-215-01 & 29
- COMPLETE**
S6 Extend existing 12.47 kv aerial service at Old Irving Park Rd. Drop new service at Pole
provide new cables and equipment North to sectionalizer. Route cable South - East in
new infrastructure to sectionalizer for new South Basin Pump Station.
- COMPLETE**
S6-R Removal of service cables and equipment to existing oil water separators on the east
and west sides of Lake O'Hare.
- S7 Disconnect and remove all existing equipment service to South Airfield Lighting Control
Vault Removal. This Task was moved of the North & SAF Vaults and Ductbanks
Contract
- ACTIVE**
Service: 277/480V 3-phase
S9 Extend 12.47kV Service to new United Cargo Building in new ductbank from existing
ComEd manhole CMH120.

- COMPLETE
 12.5kV Service:
 S9-A Cargo Building - 12.47Kv, 3 Phase
 Permanent Service
 New 12.47 kv service to proposed relocated FEDEX Multiplex Building
- FedEx Cargo Building - service disconnect
- S9-AR 12.5kV Service:
 Cargo Building - 480V, 3 Phase
 Service Disconnect
 Service Disconnect
- S9-R United Cargo Building
 12.5kV Service:
 Cargo Building - 480V, 3 Phase
- S12 COMPLETE
 35.4kV Service
 Permanent Service
 Existing ductbank infrastructure containing two 34.5kv CECO feeders to main Terminal Building to be relocated from existing ComEd Long "X" type manhole CE-H6130.151-05 through manhole CMH129. Route new cables in ductbank installed through New Cargo Area. Splice cables as required to maintain service to existing facilities.
 Replace damaged 34.5 kV switchgear (see S71 for details)
- S13 On Hold
 12.47kV Service
 Permanent Service
 To accommodate final relocation of the Bensenville Ditch; relocate existing underground 12.47 kV service feeders (D8001, D8002, D8003 and W3517) from Substation D180 through Main Cargo Access Road.
 MH/s: tbd
- S16 COMPLETE
 12.47kV Service
 Permanent Service
 Extend 12.47 kv service from manhole No. 01 via sectionalizer at Vault to satellite fuel facility located within the SALCV site.
- S18 Extend permanent 12.47 kv service to new R/W 28C ALSF/10C Localizer Bldg. from existing manhole CMH70 on east side of Spine Road.
- S19 COMPLETE
 Permanent Service to 14R Localizer from new sectionalizer route new service cables to existing 14R Localizer

- S19-A COMPLETE
Maintain 12.47kV service to existing RTR-B and remove service to existing oil/water separator #3 (East side of Lake O'Hare)
- S19-AR COMPLETE
Disconnect & removal of service cables and equipment to existing south basin pump station from existing manhole 1160B south to existing manhole # CMH 75. Including cables & transformer to blower house.
- S19-R COMPLETE
Disconnect and removal of service to existing RTR-B, from EM#21 at South basin Pump Station.
- S21 COMPLETE
From existing aerial at Irving Park Rd. Provide service drop for traffic signal equip. at intersection for Berm 5 and 6.
- S21-A COMPLETE
Re-route existing 12.47 kv aerial cables on Irving park west of Division Street for Berms 5 and 6 Haul Road.
- S23 12.47kV Service
Temporary Service
Extend 12.47kV aerial wires to provide temporary service to proposed RTR-R Site.
- S24 COMPLETE
Extend 12.47 kv service from SALCV service equipment to new RTR-S located on vault site.
- S26 Remove temporary aerial cables & equipment along Division Street, north of Irving Park Rd up to UPRR interim railroad "car reader signal".
- S27 COMPLETE
12.5kV Service:
Permanent Service
Provide permanent service to new South Basin Pump Station from sectionalizer installed from cable feed under project S6. Also includes removal of ComEd equipment to previous pump station.
- S28 On Hold
Relocate existing 34.5kV aerial (2) ea. and existing 12.5 kV overhead (1) ea. - this a predecessor to Bensenville Ditch
ComEd required to construct manholes over existing ductbank
MH/s: tbd
- S29 Extend 12.47 kV service to proposed 10C ALSF/28C Localizer and ALSF 2, from existing 10L Localizer/ALSF.
- S30 COMPLETE
Relocate existing wood poles with 12.47 aerial cables for improvement to roadway pavement radius @ Old Irving Park Rd.

COMPLETE
12.5kV Service:

S35 Temporary Service

Interim Rail: Relocate existing aerial cable & wood poles at Division Street to accommodate the Interim rail height and width requirements.

COMPLETE
Extend New 12.47 kv Service.
Temporary Service

S37 From existing overhead at York Road near Thorndale Road pick up existing power from existing wood poles on East side of York Road, extend beneath UPRR & CPRR overhead service South along West Haul Road to a proposed ComEd Duct System installed under the 10L Extension Project
MH/s:EM-CECO-6129-50-T1 & T2.

S37-R Disconnect & remove service installed under project S37. Remove aerial wires and poles east of Railroad tracks. Also remove underground cable from manhole H6129.050-T1 through manhole EM-CECO-12

S38 COMPLETE
Install new ComEd transformer and remove existing ComEd transformer at existing South Basin Pump Station.

S39 COMPLETE
Extend new 12.47 kV cables from sectionalizer at FedEx multiplex to manhole CECO-010. Splice new cables in manhole CECO-010 to continue final service to the Central Basin Pump Station and R/W 28R ALSF Bldg.

S43 COMPLETE
Disconnect and remove existing underground 12.5kV feeder, switchgear and transformers to Prologis Park along Division Street from intersection at Irving Park Road.
Note:
Street lights, sanitary lift station, traffic lights and Bensenville meters to remain powered until further notice from OMP.

S44 COMPLETE
Relocate Existing over head and under ground ComEd service cables & equipment as required for Franklin Ave.Bridge relocation.
[(4) 34kv (3) 12kv]

S45 COMPLETE
Provide temporary backup service from Substation D180 to the SALCV. Primary feeder to SALCV is D8003. Therefore, a different feeder shall be used for the backup service D8001. (ComEd to investigate backup feeder)

- Compete
480V - 3 Phase
Permanent Service
- S46 New Service to FedEx Vehicle Maintenance Building from Existing ductbank at O'Hare Cargo Rd. Build new X manhole CE-H6130-151-05 over existing energized ductbank. New cable up to FedEx Cargo Area (6,000' +).
- Completed
- S49 De-energize overhead 12.47kV wires, leave in place, cut taps and ground wires. These wires could be left as described for 3-4 weeks. Randal Schiller (CM) will then coordinate with the Contractor and ComEd to properly disconnect and reconnect.
- S50 COMPLETE
Extend temporary 120/208V 3 Phase Service to new grelving trailer from SAF Contractor's Trailers.
- S51 COMPLETE
Build new cast in place 34.5kV, type "Long X" manhole CE-6130.151-06 to route 12.5kV feeders to serve FedEx facilities and route 34.5 kV feeders to Main Terminal Buldg. Build ductbank and connect to energized CECO MH 151-05 and connect to existing ductbank to the West.
Include cost for adjusting manhole 123 and backfill 'square x' manhole CH H6130.205-17.
- S52 To be relocated on Airport property.
Provide new 12.47kv - (120 / 240v) service to relocated LLWAS No. 8, Southwest of Spine Road & Montrose intersection.
Scope of work shall include the removal of existing equipment to existing LLWAS No. 8 located by the existing RTR-B on proposed path of 28C ALSF.
- S53 To be relocated off Airport property
Provide new 12.47kv - (120 / 240v) service to relocated LLWAS No. 17 on Southwest corner of Thorndale Ave. & York Road.
Scope of work shall include the removal of existing equipment to LLWAS No. 17 located on Airport property East of intersection Thorndale Ave. & York Road.
- S54 COMPLETE
Repair damaged ComEd manhole collars on manhole CE-6130.215-23
- S55 COMPLETE
Lower ComEd poles to meet part 77 requirements for Runways 10L-28R and 10C-28C. 10 poles need to be lowered, 3 poles need temporary obstruction lights, maintain power to sanitary lift station on E. Hillside Dr.
- S56 COMPLETE
12.47kV Permanent Service Removal
Disconnect and removal of existing service, cables & equipment to existing South Cargo Simulator

- Complete
Temporary Service
- S57 Relocate existing aerial 12.47kV service & wood poles at Division Street to accommodate the Federal Express parking lot and maintain service to the interim railroad signal shelter.
- COMPLETE
Temporary Service
- S58 480V Service to RTR-B from old South Basin Pump Station. Secondary cables from transformer to be pulled from transformer.
- Complete
- S60 New permanent service to hot box at proposed United Cargo building. ComEd to connect to existing CMH120.
- COMPLETE
- S62 Remove existing aerial ComEd wires along Irving Park Rd & equipment as required to allow constructions of new UP Railroad bridge across Irving Park Rd & Bensenville Ditch (ALP). This includes reroute service to lift stations on Garden Ave. and reroute service to railroad equipment from west side.
- COMPLETE
- S63 Remove existing sectionalizer located by manhole OMP CE-22 serving the existing RTR-B. Sectionalizer needs to be removed to allow construction of storm sewer manhole MH-H6130.160.503.
- Complete
- S64 New service to relocated Runway 14R Localizer. ComEd to install new cable from existing transformer serving the 14R Glideslope to new 480V, 1-phase transformer. Install new meter.
- 12.47kV Service
Permanent Service
- S65 Extend 12.47kV service to proposed RTR-R Site ib new ductbank from main trunkline duct along the South Cargo Access Rd.
- ACTIVE
- S66-S Extend permanent 12.47 kv service to new UPRR card reader south of proposed Irving Park Road ALP alignment, east of ComEd substation D-180.
- ACTIVE
- S66-N Extend permanent 12.47 kv service to serve new Union Pacific Railroad signal regeneration box. To be placed in Union Pacific Railroad ROW, east of York Road, near Foster Ave.
- COMPLETE
- S67 ComEd to install obstruction lights on 5 ComEd poles to meet part 77 requirements for Runway 14R-32L at York & Devon.
- Moved to Completion Phase
- S68 New 120V/208V 3 Phase service to relocated CM Field Office site. Connect to existing manhole CE-6130.151-03.
- COMPLETE
- Lighted X for 10C-28C:
- S69 ComEd to connect to existing 480V transformer at Runway 10L ALSF II bldg. to power lighted "X". ComEd to provide service connection and meter set (service wire order).

- S70 Relocate ComEd equipment as needed provide power to relocated Northwest Airlines Cargo parking lot and new "hot box" for new water main.
Also includes removal of sectionalizer and transformer powering lighting to existing parking lot.
- COMPLETE
- S71 Replace damaged 34.5kV switchgear (for ComEd project S12) foundation that was damaged by the Contractor during grading operations.
- S73 New permanent 480V service to South Airfield Runway Status Lights shelter
- S74 Disconnect and remove all existing ComEd equipment at RTR-B. Power disconnect dates to be determined by Commissioning of new RTR-R
- Active
- S75 Provide new ComEd service to provide interim power for under pass lighting at new UPRR Bridge over Irving Park Road.
Permanent power arrangements will be coordinated by IDOT when new CPRR Bridge over Irving Park Road is built.
- Active
- S76 Remove ComEd poles and aerial wires north of UPRR interim railroad "car reader signal" through FedEx parking lot and up to Rest Heaven Cemetery.
- COMPLETE
- Disconnect & remove primary power, cables & equipment north of Irving Park Rd along Orchard and Garden "Horse Shoe" area.
- S100-1 Note:
Street lights, sanitary lift station, storm lift station and Bensenville meters to remain powered until further notice from OMP.
- ACTIVE
- Disconnect & remove primary power, cables & equipment bounded by the areas south of Irving Park Rd, Existing CPRR tracks and west of the Hamilton town homes.
Also include: ComEd to embrace (1) utility pole at corner of York Rd & north of Metra tracks and (1) guy pole Tower B17.
- S100-2 Note:
Street lights and Bensenville meters to remain powered until further notice from OMP.
- COMPLETE
- Disconnect & remove primary power, cables & equipment to Townhomes east of Hamilton St. south of Irving Park Rd,
- S100-3 Note:
Street lights and Bensenville meters to remain powered until further notice from OMP.
- COMPETE
- Disconnect & remove primary power, cables & equipment at O'Leary Industrial Park.
- S100-4 Note:
Street lights and Bensenville meters to remain powered until further notice from OMP.

- Complete
Disconnect & remove primary power, cables & equipment to Buildings South of Railroad tracks, east of York and north Green Street
- S100-7 Note:
Street lights and Bensenville meters to remain powered until further notice from OMP.
- Complete
- S108 Relocate existing ComEd sectionalizers, equipment and poles to accommodate the proposed Bensenville Ditch (ALP alignment).
- S115 Extend ComEd feeder to the west to provide service to proposed traffic signals and roadway lighting at the intersection of South Service Rd and relocated Irving Park Rd.
- S135 Provide temporary service to the existing traffic signals at the intersection of Taft Road and Irving Park Road. IDOT requirement. Needed to allow contractor to work on relocation of Irving Park Road into new alignment.
- S136 Provide service to traffic signals and roadway lighting at the intersection of relocated Irving Park Road and Taft Road.
- N1 34.5kv underground line. Provide temporary aerial cables over the Willow-Higgins creek and bypass and permanent channel.
- N1-R Remove exist. 34.5kv underground and temporary aerial cables over the Willow-Higgins creek and bypass channel from Touhy Ave - Hangar Road.
- N2 12.47kv aerial line at Old Higgins Road and UPRR tracks. Temporarily raise aerial line for construction operations.
- N2-A Removal of existing aerial cables, equip., and wood poles South of Old Higgins - East of UPRR tracks, except for Project N2-E work.
- N2-B Removal of existing equipment North of Old Higgins - East of UPRR tracks.
- N2-C Removal of existing aerial cables, equip., and wood poles South of Old Higgins -North of Sell Rd. west of UPRR tracks
- N2-D Remove exist. aerial cables, equip. & wood poles South of Old Higgins, along West side of UPRR tracks to signal.
- N2-E Remove existing aerial cables, equip. & wood poles South of Old Higgins east on Hinsdale Rd, South to LLWAS #19
- N2-F Extend 12.47kv underground service to existing UPRR signal. (Bulletin No. #10)
- N2-R Remove 12.47kv primary North of Old Higgins from west side of UPRR tracks to SW corner of Mt. Prospect Rd. and Old Higgins Rd. intersection.
- N2-RA Remove exist. 12.47 kv aerial cables, equip. & wood poles from Old Higgins & Mt. Prospect Rd intersection south to Hangar Rd including service to GP-1/DOA Comm.
- N3 Provide a temporary aerial 12.47kv line at Wolf Rd., South of relocated Willow Higgins Creek.
- N4 NW acquisition area, provide temp. aerial 12.47kv service to AGI facility from overhead line near Carmen Drive. Remove existing wood pole, equipment & cable.
- N5 North Airfield Vault Load Addition
ComEd to replace metering equipment CT & PT (4160V)
No Contractor work required.
Need 1 Day Power Outage

- N6 12.47kv feeder east of Railroad at Old Higgins Road. Route underground service from CECO MH to proposed Mt. Prospect Rd. & Guard Post 1.
- N7 34.5kv underground service feeder, route in a new underground ductbank, along relocated Mt. Prospect Rd splice to existing feeder at Hangar Road.
- N8 Route new 12.47kv service down wood pole under UPRR tracks to relocated Mt. Prospect Rd. route in new ductbank along relocated Mt. Prospect Rd. and splice existing cables at Hangar Rd.
- N8-A Provide permanent 12.47 kv underground service to AGI Facilities (Tank Farm) splice to (N8) cables.
- N9 Removal and replacement of existing aerial/underground 12.47kv feeder to the ARC facilities.
- N10 Existing 12.47 aerial feeder from Tonne, drop underground under project (N8) Route feeder east to serve 14L-32R & 9L-27R NAVAID facilities) (N11 Combined In Cost)
- N10-A Permanent service to new 32R localizer shelter. (1st service from Tonne N10)
- N10-B Permanent service to new 14L - ALSF 2 Bldg. (1st service from Tonne N10)
- N10-C Perm. service to new 14L Glide slope (1st service from Tonne N10)
- N10-D Perm.12.47 kv service to proposed 9L ALSF 27R Localizer Bldg. (1st feed from Tonne N10)
- N10-E Perm.12.47 kv service to proposed 9L Glideslope Bldg. (1st feed from Tonne N10)
- N10-F Perm.12.47 kv service to proposed 9L-27R Mid-RVR Bldg. (1st feed from Tonne N10)
- N10-G Perm.12.47 kv service to proposed 27R Glideslope Bldg. (1st feed from Tonne N10)
- N10-H Perm.12.47 kv service to proposed 27R ALSF 9L Localizer Bldg. (1st feed from Tonne N10)
- N11 12.47 aerial service feeder from Des Plaines located at Center Pointe Rd. and Wolf Road, route new underground feeder east & west to serve 14L-32R & 9L-27R NAVAID facilities. See N10 For Construction Cost
- N11-G Change service at existing North Detention Basin from existing Ductbank to new Ductbank at 14L ALSF.
- N11-A Perm.12.47 kv service to proposed 9L ALSF 27R Localizer Bldg. (2nd feed from Des Plaines N11)
- N11-B Perm.12.47 kv service to proposed 9L Glideslope Bldg. (2nd feed from Des Plaines N11) N-10E
- N11-D Perm.12.47 kv service to proposed 27R Glideslope Bldg. (2nd feed from Des Plaines N11) N-10G
- N11-E Perm.12.47 kv service to proposed 27R ALSF 9L Localizer Bldg. (2nd feed from Des Plaines N11) N-10H
- N11-F Permanent service to new 32R localizer shelter. (2nd service from Des Plaines N11) N-10A
- N11-H Change service at existing North Detention Basin from existing Ductbank to new Ductbank at 14L Glideslope.
- N11-R Removal of old existing 12.5kv wood poles and equipment including temp. aerial cables on Wolf Road. Starting west of Wolf Rd/Center Pointe intersection south to north detention basin complete
- N12-B Initial service to new 14L - ALSF 2 Bldg in new ductbank from existing infrastructure.

- N12-C Initial service to new 14L Glideslope in new ductbank from existing infrastructure.
- N12-R Remove existing 12.47kv underground service from 32 Localizer to switchgear at North Basin.
- N13 Install primary service equipment in NATCT Electrical vault and extend (2) 34.5kv CECO lines network service into vault building from hangar Road.
- N19-A Remove & replace overhead lines at Mannheim and Higgins for JAWA relocation back to it's original location.
- N9-A Relocate sectionalizer, switchgear, etc. at new Mount Prospect Road and Hangar Road
- N12-A Extend service from existing 32R Localizer to new 32R Localizer (Temporary Service)
- N16 Provide service to new LLWAS #19 on north airfield near Hangar Road.
- N17 Provide service to proposed RTR-P near Hangar Road east of Fuel Farm.
- N18 12.47 kv service to new North Detention Basin Pump Station.
- N19 Relocate overhead lines at Mannheim and Higgins for JAWA relocation.
- N20 Provide 12.47 kv service to Contractor's Staging Area
- N20-A Service to Staging Area
- N22 Provide service to proposed ASR-9 located on Touhy Avenue near Wolf Road in Center Pointe Area.
- N23 New service to future RTR-Q proposed location east of the N. Detention Basin.
- N27 Remove existing Service across from the North Side of Old Higgins Road to Nextel Tower.
- N28 Aerial crossing over west box culvert.
- N29 Aerial switchover to support Guard Post 1
- N30 Aerial feed to AGI and removal of existing poles installed as Project N4R
- N31 ComEd Construction of Manhole over existing ductbank under Project N12-B
- N32 Removal of N28 Overhead at Willow Higgins Creek
- N35 Relocate pole that is in the way of the Willow-Creek alignment at Wolf Rd.
- N36 Clear overhead at JAWA thrust block and 48-inch bypass.
- N37 Correct "as-built" ductbank infringement constructed under project N8 at the intersection of Old Higgins Road and the UPRR.
- N38 Reroute cables to maintain 12.47kv power to the existing North Detention Basin Pump Station
- N40 Relocate existing overhead cables along Wolf Road west parallel with existing underground service line. REMOVE POLES UNDER N11-R
- N41 Relocate existing overhead service drop and wood poles to provide service to existing sanitary lift station near the Wolf and Center Pointe Road entrance.
- N42 Install one type X Manholes over existing ComEd ductbank which currently runs around Runway 14L approach and maintain access to the existing duct while keeping the existing cables energized. MANHOLE 24
- N43 To be located on Airport Property. Provide new 12.47kv - (120 / 240v) to proposed LLWAS #2 located on Touhy Avenue east of the ASR-9 site.
- N44 To be located off Airport Property. Provide new 12.47kv - (120 / 240v) to proposed LLWAS #3, located on Touhy Avenue and I-294 in the northeast quadrant.
- N45 To be located off Airport Property. Provide new 12.47kv - (120 / 240v) to proposed LLWAS #23, at 1815 Landmeier Rd., Elk Grove Village.

- N46 To be located off Airport Property. Provide new power (120/240) to LLWAS No 22 on the South Airfield at 570 West Irving Park Road in Bensenville.
To be relocated on Airport property.
Provide new 12.47kv - (120 / 240v) service to relocated LLWAS No. 15, East of the proposed United Airlines Bldg. across Main Cargo Access Rd.
- N50 Scope of work shall include the removal of existing aerial cables, equipment & wood poles at corner of Orchard Ave. and East Hillside Dr., to existing LLWAS No. 15.
- N51 ComEd to relocate the flood damaged Sectionalizer serving both North Basin Pump Stations by manhole CECO-007 to the new proposed location. ComEd to perform all work; install infrastructure, install equipment and install cable. Final location layout to be provided by ORDLLC.
- N52 Repair damaged ComEd manhole collars on manholes EM-CECO-OMP-2 and EM-CECO-OMP-3
- N53 Adjust Manhole Collars of ComEd Manhole EM-CECO-001 to match grade of new Perimeter Road.

Completion Phase 2A

- S101 Install new cable in new infrastructure for 12.47kV service to the existing "Daytona Beach" lift station.
- S103 Disconnect and remove overhead ComEd equipment along Old Irving Park Road, west of RTR-A up to the existing Union Pacific Railroad tracks. After CM field offices relocation and RTR-A decommission or Project S134 is completed.
- S104 Provide new ComEd electrical service and equipment to relocated Guard Post 5 and CVIA. Include disconnect and remove ComEd service existing Guard Post 5 and CVIA.
- S105 Disconnect and remove the remaining ComEd overhead equipment and cables, east of RTR-A.
- S106 Build new cast in place manhole (CE-H6135.521-13) across American Airlines Cargo building in existing ComEd ductbank to connect to ComEd project S107
- S107 Install new 12.47kV cable (feeders D8001, D8002, D8003 & W3517) from manhole CE-H6135.521-03 (installed by project S108) through manhole OH6130-151-06 across from Lufthansa and east to connect to existing ComEd infrastructure by relocated GP-5.
Note:
W3517 feeder will be extended through FedEx VMB.
D8002 feeder will be extended through new infrastructure and connect to existing cables at existing manhole CE-H6130.215-09.
- S109 Install new 34.5 kV cable (2 feeders) from manhole CE-H6135.521-03 (installed by project S108) through manhole OH6130-151-06 across from Lufthansa.
- S110 Remove existing aerial 12.47kV, 34.5kV wires and underground 12.47kV cables from substation D-180, north to the Main Cargo Road intersection.
- S111 Disconnect and remove existing 12.47kV underground cable along the South Cargo Access Road.
- S113 Install 12.47kV (W feeder) in new ductbank from the existing ComEd T-manhole located southwest of the FedEx VMB up to intersection of relocated Irving Park Rd & New South Cargo Road.
- S114 Provide new ComEd service to the proposed South Cargo Road Tunnel.
- S117 Install new temporary ComEd service to support the proposed CM Field offices and Contractor staging area east of FedEx VMB.
- S119 Install new ComEd sectionalizer and transformer equipment for Runway 10R ALSF Building. (West End)
- S122 New ComEd 34.5 KV network service provisions to the South Air Traffic Control Tower.

- S124 Relocate existing ComEd service equipment as required for the North Tunnel Pump Station as required for Taxiway 45.
- S126 Install new ComEd sectionalizer and transformer equipment for Runway 28L ALSF Building. (East End)
- S128 Relocate existing ComEd 12.47 kV facilities between RTR-A and Runway 4R-22L into new infrastructure along the south edge of South Basin. Facilities are in conflict with new grade for Runway 10R-28L.
- S134 Extend ComEd feeder across Irving Park Rd into Guard Post 3 area to backfeed southeast airfield including RTR-A and South Basin.
- S137 Reconstruct existing ComEd MH-107 in new driveway out of relocate Guard Post 5 (at Post Office Rd intersection). Manhole needs to be reconstructed to meet heavier loading requirements.
- S138 Provide new ComEd electrical service and equipment to relocated Guard Post 5A. Include disconnect and remove ComEd service existing Guard Post 5A.
- S139 Temporary aerial reroute around proposed South Access Road Tunnel. Reroute is needed to maintain ComEd "W" serving storm lift station at Orchard and Hillside
- S139R Remove temporary aerial reroute around proposed South Access Road Tunnel installed under ComEd project S139.
- S140 Reroute ComEd feeders to maintain service to US Post Office Building. The existing feeders are in conflict with proposed box culvert.
To be relocated off Airport property.
- S141 Provide new 12.47kv - (120 / 240v) service to relocated LLWAS No. 14. To be located at the southeast of quadrant of E, Green St. & S. County Line Rd. in Bensenville, IL. Scope of work shall include the removal of existing equipment to LLWAS No. 14 located on Airport property south of intersection at Irving Park Rd. & Taft Rd.
To be located off Airport property.
- S142 Provide new 12.47kv - (120 / 240v) service to new LLWAS No. 21. To be located at the southeast of quadrant of E, Pines Ave & Evergreen Ave in Bensenville, IL.
- N102 Remove existing equipment/cable to expanded North Basin Pump Station as needed to accommodate new lay out. The North Basin will be expanded to accommodate the displacement of water due to the new North Airfield development and requires ComEd equipment and infrastructure be removed on the north end of the Basin.
- N107-R Disconnect and remove ComEd facilities to existing ARC building (Bldg 798)

- Active
- N116 Build new cast in place "X" manhole around existing ductbank infrastructure, and stub for future 34.5kV equipment and cable (installed under N119) to allow maintaining service to Northwest Hanger Area and make provisions to install new cable to route 34.5kV feeders south along relocated Tank Farm Rd to Main Terminal Building.
- N119 Provide and install (4) new 34.5kV switchgears & cable as needed to route 34.5kV feeders (Tonne & Des Plaines substations) from new X manhole installed under N116 into new ductbank infrastructure. Cable installed south of new X manhole, along relocated Tank Farm Rd to main terminal buildings area will be installed under project N157.
- N124-R Service disconnect to existing ComEd and ARC buildings
- N125 Active
Reconstruct existing ComEd MH-504, MH29 and MH505 at Hangar Rd/Tank Farm Rd intersection. Manhole 505 needs to be reconstructed to meet Aircraft loading specifications.
- N133 Service to relocated Signature building. To be locate by just north of existing location (about 600' north).
- N135 New service to relocated Guard Post 12, CVIA and Hub building.
- N136 New electrical service/equipment as required to service the new, relocated ATS station.
- N136-R Removal of service/equipment to existing ATS station.
- N142 Protect 34.5kV ComEd equipment as needed to allow construction of Mt Prospect Tunnel. Or supervise Contractor while working around existing ComEd utilities. ComEd requires 72 hrs notice
- N144 Maintain 12.47kV service to Taxiway YT gate and security shack on Runway 14R hold pad. Install sectionalizer near manhole CMH11, extend conduit and connect to existing ComEd ductbank along Tank Farm Rd.
- N144-R Remove existing cable and equipment serving gates at Taxiway YT and security shack at Runaway 14R hold pad.

N151 ComEd to make provision as needed to protect the ductbank with 12.47kV and 34.5 kV ("Tonne" and "Des Plaines" Substation feeders) across proposed Willow Creek (2 crossings).

N153 Complete
Build new cast in place "T" manhole around existing ductbank on the east side of Bessie Coleman. To provide new service to relocated FBO site, GP 12, ALSF and new Northeast ALCV.

N155 New service to Proposed Mt. Prospect Rd Tunnel.

N158 ComEd to reconstruct manhole EM-CECO-007 to meet aircraft rated specifications. Also relocate/modify the existing sectionalizer near ComEd manhole EM-CECO-006 to meet Object Free Area requirements for Taxiway WQ.

Completion Phase 2B

- S118 Provide service to proposed ASR-9. To be located east of ComEd Substation D-180 (final location tbd).
- S120 Disconnect and remove existing cables and equipment to existing Airlines Glycol Facility
- S121 Disconnect and remove existing cables and equipment to existing Lockheed Maintenance Facility.
- S123 New electrical services provisions to the new AAGSE.
- S125 Disconnect and remove existing cables and equipment to existing Super Satellite Fuel Facility.
- S133 Provide service to relocated Super Satellite Fuel Facility.
- N105 New service to relocated United Airlines Maintenance Hangar building (Bldg N. R2). Connect to existing ComEd infrastructure, along north side of Hangar Road, just east of the new proposed United Airlines Maintenance Hangar building location. Will require new switchgear and fenced in substation.
- N105-R Disconnect and remove service and equipment to existing United Airlines Maintenance Hangar SA building (Bldg 750) after the completion of the new United Airlines Maintenance Hangar building (Bldg No R2). Need to keep D451 energized.
- N106 New service to relocated United Airlines Ground Vehicles Maintenance building (Bldg R3). Connect to existing ComEd infrastructure near exiting manhole CHM431/D744 adjacent to proposed new location. Also provide infrastructure for new service to relocated UAL Office/Medical building and relocated DOA Communications building to be located adjacent (south) of this facility. Will require new switchgear and fenced in substation.
- N106-R Disconnect and remove service and equipment to existing United Airlines Ground Vehicles Maintenance building (Bldg 729) after the Completion of the new United Airlines Ground Vehicles Maintenance building (Bldg R3).
- N108 New service to relocated DOA building (Bldg R4). Connect to infrastructure installed under Project N106.
- N108-R Disconnect and remove ComEd facilities to existing ARFF #4 facility (Bldg 701).
- N109 New service to relocated United Airlines Office/Medical Building (Bldg R5). To be located by the new United Airlines Maintenance facilities along North Hangar Rd. Connect to infrastructure installed under Project N106.
- N109-R Disconnect and remove ComEd facilities to existing United Airlines Office/Medical Building (Bldg 746).
- N110 New service to relocated American Airlines Maintenance Hangar building (Bldg R8). To be located north east of the existing facility. Connect to existing ComEd infrastructure near existing manhole CMH507 located at intersection of Tank Farm Rd & Taxiway Y, route new cables in new infrastructure. Infrastructure to be installed north east parallel to T/W Y, then due south parallel to T/W Y. Also provide infrastructure for new service to relocated AAL Ground Equipment Maintenance Bldg. (Project N109).

- N110-R Disconnect and remove existing ComEd facilities at existing American Airlines Maintenance Hangar #2 building (Bldg 725)
- N111 New service to relocated American Airlines Ground Equipment Maintenance building (Bldg R9). To be located north east of the existing building. Connect to infrastructure installed under Project N110.
- N111-R Disconnect and remove existing ComEd service and equipment at existing American Airlines Ground Equipment Maintenance building (Bldg 723)
- N112 New service to relocated Gourmet Flight Kitchen #1 (Bldg R10). To be located north of its existing location. Connect new infrastructure installed parallel to Taxiway Y. Also provide infrastructure for new service to relocated Gourmet Kitchen # 2, to be located adjacent (south of this facility).
- N112-R Disconnect and remove existing ComEd facilities at existing Flight Kitchen #1
- N113 New service to relocated Gourmet Flight Kitchen #2. To be located north of its existing location. Connect to infrastructure previously installed under project N112
- N113-R Disconnect and remove existing ComEd facilities at existing Flight Kitchen #2
- N114 New service to relocated ARFF #2 facility. To be located in Northeast Development area. Route new cables in new infrastructure. Connect to new infrastructure installed in under Northeast Package (FBO- WBS# OH.6133.200.320).
- N114-R Disconnect and remove existing ComEd facilities at existing ARFF #2 facility.
- N118 Provide and install new equipment and cable as needed to relocate existing 12.47kV feeders (Tonne substation) from existing Tank Farm Rd/Hangar Rd ductbank infrastructure to new ductbank infrastructure to be installed south, along relocated Tank Farm Rd. to Runway 9C ALSF II Shelter
- N118-R Remove equipment as needed to relocated 12.47kV feeders from Tank Farm Rd/Hangar Rd. infrastructure.
- N119-R Remove equipment as needed to relocated 34.5kV feeders from Tank Farm Rd/Hangar Rd. infrastructure.
- N121 Disconnect and Remove 4160V transformer at existing 9R-27L Loc site for FAA switchgear serving Runway 14R-32L. To be done after decommissioning Runway 14R-32L
- N122 Extend 12.47 kv feeder cables to Maintain service to service existing R/W 22 R LOC/4L LDIN Shelter. Connect to infrsatructure installed under project N118.
- N123 New service to relocated AT&T CEV (RT).
- N123-R Removal of existing service and transformer at existing AT&T CEV.
- N126 Disconnect and remove service and equipment to existing Guard post 2, sanitary lift station and roadway lighting. Located at intersection of Hanger Rd and Tank Farm Rd.
- N127 New service to Runway 9C ALSF / 27C Loc Building. Route new 12.75 kV cables in along relocated Tank Farm Road (installed under N118).
- N128 New service to Runway 9R ALSF / 27L Loc Building. Route new 12.47kV cables in new infrastructure installed relocated Tonne feeders along relocated Tank Farm Road.
- N129 New service to RTR-U. Route new cables in new infrastructure installed from T-Manhole in relocated Tonne feeders along relocated Tank Farm Road (Installed in

N118).

- N130 Disconnect and remove 4160V to FAA switchgear near NALCV after decommissioning VOR, Old Par Building and Runway 14L-32R
- N131 New service to proposed new Northeast ALCV on east side of Runway 9C-27C.
- N132 New service to Runway 27C ALSF / 9C Loc building. To be located at the northwest of Schlitz & Bessie Coleman Dr. Connect to existing 9-Way ductbank on east side of Bessie Coleman at manhole 192. Install new cables in new ductbank infrastructure to proposed building site.
- N133-R Removal of service to existing Signature building.
- N137 New electrical service/equipment as required to new CDA/RAC facility.
- N138 New service to proposed Tank Farm Rd. Tunnel.
- N139 Removal of service to existing LAAS (GPS) Facility.
- N141 Disconnect service and remove equipment/cables as needed for closing/decommissioning Runway 14L-32R.
- N143 Provide and install new equipment and cable as needed to maintain service to existing Delta Maintenance (BLD 751), Delta Maintenance Hangar (BLD 755) and UAL Maintenance (BLD 757)
- N145 Remove existing cable, transformer and switchgear serving the AA Airline parking lot west of Guard Post 2.
- N146 Remove cable and transformer serving existing parking lot G booths.
- N147 Provide new service to relocated Ground Run-Up Enclosure.
- N147-R Remove cable and transformer serving existing Ground Run-Up Enclosure and Taxiway YE gates.
- N148 Provide new service to relocated Sky Chef Building.
- N150 Maintain power to existing Taxiway YE gates.
- N154 Disconnect service and remove equipment/cables as needed for closing/decommissioning Runway 27L Glide Slope.
- N156 Disconnect service and remove equipment/cables as needed for closing/decommissioning Runway 14R Glide Slope.
- N157 Extend 34.5kV feeders (Tonne & Des Plaines Substation) from infrastructure installed in project N119 up to Terminal Buildings Area.
- N159 Build new cast in place "Long X" type manhole around existing ductbank infrastructure between existing ComEd manholes 515 and 516.

N160 New ComEd service for roadway lighting along relocated Tank Farm Road. Also make necessary provisions for future creek gates, security cameras at the "Three Sisters"

Exhibit D
Insurance Requirements

Commonwealth Edison Agreement
At O'Hare International Airport

ComEd must provide and maintain at ComEd's own expense, during the Agreement Term and the time period following expiration, if ComEd is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) **Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident or illness.

2) **Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$10,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, explosion collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be included as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

3) **Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the ComEd must provide Automobile Liability Insurance with limits of not less than \$10,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be included as an additional insured on a primary, non-contributory basis.

4) **Property**

ComEd is responsible for all loss or damage to City property at replacement cost that results from the Agreement.

ComEd is responsible for all loss or damage to personal property (including but not limited to material, equipment, tools and supplies) owned, rented or used by ComEd.

B. ADDITIONAL REQUIREMENTS

ComEd must furnish the Chicago Department of Aviation, 10510 West Zempke Road Chicago, Illinois 60666, original Certificates of Insurance, letters of self-insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. ComEd must submit evidence of insurance on the City of Chicago City Insurance

Certificate Form, letters of self-insurance, or equivalent prior to execution of Agreement. The receipt of any certificate does not constitute Agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure to obtain certificates or other insurance evidence from ComEd is not a waiver by the City of any requirements for ComEd to obtain and maintain the specified coverages. ComEd must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve ComEd of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

To the extent permitted by applicable law, ComEd (or its parent or affiliates, as applicable) may self-insure the insurance requirements under this Agreement.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by ComEd.

ComEd hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by ComEd in no way limit ComEd's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by ComEd under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

ComEd must require all subcontractors to provide the insurance required herein, or ComEd may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements as ComEd unless otherwise specified in this Agreement.

If ComEd or subcontractors desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

Exhibit E

CERTIFICATIONS

In furtherance of its obligations under that certain ComEd Utility Agreement with the Chicago Department of Aviation/O'Hare Modernization Program at Chicago O'Hare International Airport (the "Agreement") dated as of August 9/8, 2011 between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Chicago Department of Aviation O'Hare Modernization Program and Commonwealth Edison Company ("ComEd"), ComEd, based upon a reasonable and good faith inquiry, hereby certifies to the City:

- A. General:** ComEd will at all times observe and comply, and will use commercially reasonable efforts to cause its Contractors to observe and comply, with all applicable federal, state and local laws, ordinances, rules, regulations, and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of the License. Provision(s) required by law, ordinance, rules, regulations, or executive orders to be inserted in this License will be deemed inserted, whether or not they appear in this License.
- B. Airport Rules and Regulations:** ComEd will comply, and will use all reasonable efforts to cause its Contractors to comply with all rules and regulations governing the conduct and operation of the Airport, which may be promulgated from time to time by the Commissioner.
- C. Non-Discrimination:**
 1. General Requirements:
 - a. ComEd, as and to the extent set forth in applicable law, understands that it will be an unlawful employment practice for ComEd to fail to hire, to refuse to hire, to discharge, or to discriminate against any individual with respect to compensation, or the terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, handicap, or national origin; or to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise, adversely affect such individual's status as an employee, because of such individual's race, color, religion, sex, age, handicap, or national origin.
 - b. ComEd will comply with The Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq. (1981), as amended. As and to the extent applicable and required, ComEd will further comply with Executive Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); the Rehabilitation Act of 1973, 29 U.S.C. Sec. 793-794 (1981); the Americans with Disabilities Act, P.L. 101-336; 41 C.F.R. part 60 et seq. (1990); Air

Carriers Access Act, 49 U.S.C.A. 1374; and, FAA Circular No. 150/5100 15A.

2. **State Requirements:** As and to the extent applicable and required, ComEd will comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq. (1990), as amended; and the Environmental Barriers Act, 410 ILCS 25/1 et seq.
 3. **City Requirements:** As and to the extent applicable and required,
 - a. ComEd will comply with the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended.
 - b. Further, to the extent required by applicable law, ComEd will furnish such reports and information as requested by the Chicago Commission of Human Relations.
 4. **Contractors:** Unless otherwise prohibited by law, ComEd agrees to use reasonable efforts to have the above provisions incorporated in principle in all agreements entered into with any suppliers of materials, providers of services, Contractors, and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any such materials, labor or services in connection with this License.
- D. Non-Collusion, Bribery of a Public Officer or Employee:** ComEd will comply with the Municipal Code of Chicago, Section 2-92-320, to the extent applicable and required, as follows:
1. ComEd, to the best of its knowledge, has not:
 - a. been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or any state or local government in the United States, in that office's or employee's official capacity; or
 - b. been convicted 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 guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
 2. For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity will be chargeable with the conduct. One business entity will be chargeable with the conduct of an Affiliated agency.
 3. Ineligibility under this section will continue for three years following such conviction or admission. The period of ineligibility may be reduced, suspended,

or waived by the Chief Procurement Officer under certain specific circumstances. Reference is made to Section 2-92-320 for a detailed description of the conditions which would permit the Chief Procurement Officer to reduce, suspend, or waive the period of ineligibility.

E. Conflict of Interest:

1. ComEd certifies that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Contractors, presently have no interest and will acquire no interest, direct or indirect, in the Agreement which would conflict in any manner or degree with the performance of the obligations hereunder. ComEd further certifies that in the adherence to the Agreement, no person having any such interest will be employed during the terms of this Agreement.

F. Office of Inspector General and Legislative Inspector General (Chapter 2-56 and 2-55 of the Chicago Municipal Code):

1. ComEd, as and to the extent required by law, will cooperate with the Inspector General and Legislative Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 or 2-55 of the Chicago Municipal Code. ComEd understands and will abide by all applicable provisions of Chapter 2-56 and 2-55 of the Municipal Code of Chicago.

G. Cooperation with Office of Compliance:

1. ComEd, as and to the extent required by law, will cooperate with the Office of Compliance in any investigation or audit pursuant to Chapter 2-26 of the Municipal Code of Chicago. ComEd understands and will abide by all applicable provisions of Chapter 2-26 of the Municipal Code of Chicago.

H. Governmental Ethics Ordinance (Chapter 2-156 of the Municipal Code):

1. ComEd, as and to the extent applicable, will comply with Chapter 2-156 of the Municipal Code of Chicago, Governmental Ethics, including but not limited to Provision 2-156-120 pursuant to which no payment, gratuity or offer of employment will be made in connection with any City contract, by or on behalf of a Contractor to ComEd or any person associated there with, as inducement for the award of a subcontract or order.
2. Any contract negotiated, entered into, or performed in violation of any of the provisions of chapter 2-156 will be voidable as to the City.

1. **Section 2-92-586 of the Municipal Code of Chicago:** The City encourages ComEds to use Contractors that are firms owned or operated by individuals with disabilities, as defined by section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

J. MacBride Principles Ordinance:

1. The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.
2. In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if ComEd conducts any business operations in Northern Ireland, it will make all reasonable efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

K. Economic Disclosure Statement and ComEd=s Affidavit (AEDSe):

1. Pursuant to Chapter 2-154-010, 2-154-020 and 2-154-030 of the Municipal Code of the City of Chicago, any person, or business entity of agency submitting a bid proposal to or contracting with the City of Chicago will be required to complete Section I, Disclosure of Ownership Interests, in the EDS. ComEd must complete EDS(s) in which ComEd (and its parent entities, if applicable) identifies all persons with 7.5% or more ownership interest and in which ComEd certifies (among other things) that ComEd, its agents, employees, and officers: a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal Code; b) do not owe any debts to the State of Illinois, in accordance with Section 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code and c) are not presently debarred or suspended from public contracts.
2. ComEd must provide, without need for request by the City, an updated EDS(s) if there is any change in ownership or change in any other circumstance that would render the EDS(s) then currently on file inaccurate or obsolete. Failure to provide an updated EDS(s) when required is cause for cancellation of the License. In the event of a change in ownership outside of ComEd=s reasonable control (such as acquisition of controlling interest in ComEd through purchase of shares on a public exchange), the City shall have the right to cancel the License.

L. Compliance with Child Support Orders: ComEd will comply with the Chicago Municipal Code Section 2-92-415 Compliance With Child Support Orders. For the purpose of compliance with this Section, ComEd compliance includes compliance by a Substantial Owner. A Substantial Owner means any person who, directly or indirectly, owns or holds a 10% or more interest in ComEd.

M. Federal Ineligible Contractors: ComEd represents that neither ComEd nor any Affiliate of ComEd appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment.

N. Federal Legal Requirements: ComEd shall comply, and shall use all reasonable efforts to cause its Contractors to comply, with all applicable federal laws, codes, regulations, ordinances, rules, directives, assurances and orders applicable to operations at airports.

1. ComEd must comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations if any future structure or building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises. (FAA order 5190.6A - AGL-600)
2. Nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by section 308(a) of the Federal Aviation Act of 1958, as amended, and the City reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature. (Federal Aviation Act of 1958 section 308(a) - AC 150/5100-16A)
3. The City reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of ComEd, and without interference or hindrance. (FAA Order 5190.6A - AGL-600)
4. The City reserves the right, but is not obligated to ComEd, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of ComEd in this regard. (FAA order 5190.6A - AGL-600)
5. This Agreement is subordinate to the provisions of and requirements of any existing or future agreement between the City and the United States, relative to the development, operation, or maintenance of the Airport (FAA Order 5190.6A - AGL-600), including usage by United States Government aircraft of Airport facilities developed with federal financial assistance. (Grant Assurance 27)
6. This Agreement and all the provisions of this Agreement are subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency. (Surplus Property Act of 1944 - FAA Order 5190-6A - AGL-600)
7. It is clearly understood by ComEd that no right or privilege has been granted that would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including maintenance and repair) that it may choose to perform. (Assurance 22 FAA Order 5190.6A - AGL-600)

The agreements and certifications of ComEd set forth herein are made by ComEd only to and for the benefit of the City of Chicago and the successors and assigns of the City of Chicago and may be relied upon by the City of Chicago. No person or entity is or shall be a third party beneficiary of the agreements or certifications of ComEd

set forth herein and may not rely on the matters set forth above. Notwithstanding anything to the contrary contained herein, in no event shall any obligation, damages or other liability be charged or asserted against ComEd by reason of this certificate, it being the intent of the parties that the sole recourse or remedy of the addressees shall be to estop ComEd and its successors and assigns from asserting any matter contrary to the certifications and agreements set forth above in connection with the Agreement.

In Witness Whereof, this certification is given as of _____, 20__.

COMMONWEALTH EDISON COMPANY

By: _____

Its: _____