City of Chicago

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Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/24/2017
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Constructrion and maintenance agreement with Zeller-401 Property LLC for renovation project adjacent to 401 N Michigan Ave
Committee(s) Assignment:	Committee on Transportation and Public Way

TRANSP.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 24, 2017

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 the execution of a construction and maintenance agreement with Zeller-401 Property, LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

WHEREAS, the City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Zeller-401 Property, L.L.C., a Delaware limited liability company authorized to transact business in Illinois ("Developer") is the owner of the property located at 401 North Michigan Avenue, Chicago, Illinois ("Developer Property"); and

WHEREAS, City is the owner of the dedicated public rights of way, namely Upper and Lower Michigan Avenue ("City Rights-of-Way"), including portions of the Chicago Riverwalk ("Riverwalk"), adjacent to the Developer Property. For purposes of this Ordinance, the term "Riverwalk" shall refer to the portion of the City Rights-of-Way located along the north bank of the Chicago River at the Lower Michigan Avenue level, accessible to pedestrians and adjacent to the Developer Property. The City Rights-of-Way and Riverwalk collectively shall be referred to herein as the "City Property"; and

WHEREAS, Developer is leasing a portion of the Developer Property to its tenant, namely Apple, Inc. ("Tenant") pursuant to the terms and conditions of a lease agreement ("Tenant Lease Agreement") by and between the Developer and Tenant; and

WHEREAS, Developer, at its sole cost and expense, is proposing to perform, and cause to be performed, demolition and structural renovations, repairs, and reconstruction, on portions of the City Property all to accompany a new retail store entrance enclosure being constructed on the Developer Property, which modifications shall consist of reconfiguration of the upper Michigan Avenue sidewalk with a new balustrade, "cascading" stairs from the Michigan Avenue elevation to the River Walk level elevation, upgraded finishes at the upper Michigan Avenue sidewalk and "cascading stairs" and river walk elevation, and related mechanical, plumbing, and electrical work ("Renovation Project"); and

WHEREAS, City acknowledges that certain portions of the Renovation Project will be performed by the Tenant pursuant to the Tenant Lease Agreement. The Developer acknowledges that such Tenant Lease Agreement and Construction Contract shall in no way relieve the Developer, Tenant, and General Contractor of any of their responsibilities, obligations or duties pursuant to a Construction and Maintenance Agreement between the City and Developer ("CMA Agreement"), attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, the Renovation Project shall be made in accordance with the "Scope of Work and Plans" as set forth in the CMA Agreement; and

WHEREAS, the City and Developer agree that the City shall retain ownership of the City Property, as reconstructed, rehabilitated, and renovated in accordance with the Scope of Work and Plans. Notwithstanding such retained City ownership, the Developer shall thereafter maintain, repair, and replace the portions of the City Property altered by the Renovation Project, in accordance with the CMA Agreement; now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department of Transportation (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a Construction and Maintenance Agreement ("CMA Agreement") substantially in the form attached hereto as **Exhibit A**, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the CMA Agreement, with any such amendments, changes, deletions and insertions as shall be authorized by the persons executing the CMA Agreement, with the approval of the City's Corporation Counsel.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall be in full force and effect immediately upon its passage and approval.

Attachments:

Exhibit A - Construction and Maintenance Agreement

EXHIBIT A

Construction and Maintenance Agreement

(attached)

(The Above Space For Recorder's Use Only)

CONSTRUCTION AND MAINTENANCE AGREEMENT
(401 NORTH MICHIGAN AVENUE)

This **CONSTRUCTION AND MAINTENANCE AGREEMENT** ("Agreement") is made as of the ____ day of ____, 2017, by and between the **CITY OF CHICAGO**, by and through its Department of Transportation ("CDOT"), an Illinois municipal corporation and home rule unit of government ("City"), having its principal offices at 30 North LaSalle Street, 5th Floor, Chicago, Illinois 60602, and **ZELLER-401 PROPERTY, L.L.C.**, a Delaware limited liability company authorized to do business in Illinois (the "Developer"), whose local corporate offices are located at 401 North Michigan Avenue, Suite 1300, Chicago, Illinois 60611. As used in this Agreement, "Developer" shall also include, and this Agreement shall be binding upon, Developer's successors and assigns, as described in Section 4.13 below. The City and Developer together shall be referred to herein from time to time as the "Parties" and individually as a "Party".

RECITALS

A. The City, as a home rule unit of government under the 1970 Constitution of the State of Illinois, has the authority to promote the health, safety and welfare of its inhabitants, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes.

B. The Developer is the owner of the property located at 401 North Michigan Avenue, Chicago, Illinois ("Developer Property"), as legally described in **Exhibit A** attached hereto and made a part hereof.

C. The City is the owner of the dedicated public rights of way, namely Upper and Lower Michigan Avenue ("City Rights-of-Way"), including portions of the Chicago Riverwalk ("Riverwalk"), adjacent to the Developer Property. For purposes of this Agreement, the term "Riverwalk" shall refer to the portion of the City Rights-of-Way located along the north bank of the Chicago River at the Lower Michigan Avenue level, accessible to pedestrians and adjacent to the Developer Property. The City Rights-of-Way and Riverwalk collectively shall be referred to herein as the "City Property".

D. The Developer is leasing a portion of the Developer Property to its tenant, namely Apple, Inc. ("Tenant") pursuant to the terms and conditions of a lease agreement by and between the Developer and Tenant ("Tenant :Lease Agreement"). A precise description of Tenant's leasehold is contained in the Tenant Lease Agreement.

E. The Developer, at its sole cost and expense, is proposing to perform, and cause to be performed, demolition and structural renovations, repairs, and reconstruction, on portions of the City Property all to accompany a new retail store entrance enclosure being constructed on the Developer Property, which modifications shall consist of reconfiguration of the upper Michigan Avenue sidewalk with a new balustrade, "cascading" stairs from the Michigan Avenue elevation to the River Walk level elevation, upgraded finishes at the upper Michigan Avenue sidewalk and "cascading stairs" and river walk elevation, and related mechanical, plumbing, and electrical work ("Renovation Project").

F. The City acknowledges that certain portions of the Renovation Project will be performed by the Tenant pursuant to the Tenant Lease Agreement. Tenant will contract directly with Power Construction Company (the "General Contractor") pursuant to a separate construction contract (the "Construction Contract"). The Developer acknowledges that such Tenant Lease Agreement and Construction Contract shall in no way relieve the Developer, Tenant, and General Contractor of any of their responsibilities, obligations or duties under this Agreement.

G. The Renovation Project shall be made in accordance with the "Scope of Work and Plans," as more fully described in **Exhibit B**, attached hereto and made a part hereof, and as may be required by CDOT, the City's Department of Buildings, and any other City department.

H. As more particularly described below, the Parties agree that the City shall retain ownership of the City Property, as reconstructed, rehabilitated, and renovated in accordance with the Scope of Work and Plans. Notwithstanding such retained City ownership, the Developer shall thereafter maintain, repair, and replace the portions of the City Property altered by the Renovation Project, in accordance with this Agreement and the Scope of Work and Plans described in **Exhibit B**, which were approved by CDOT on April 11, 2016, the date CDOT issued Bridge Permit #16-039 for the Renovation Project.

I. The City Council of the City, by ordinance adopted _____, 2017 ("Ordinance"), has authorized the City's execution of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of them hereby covenant and agree with the other as follows:

SECTION 1
INCORPORATION OF RECITALS AND EXHIBITS

The recitals set forth above (including, without limitation, the definitions set forth therein), and the exhibits attached hereto, constitute an integral part of this Agreement and are incorporated herein by this reference as agreements of the parties.

SECTION 2
THE RENOVATION PROJECT

2.1 Scope of Work and Plans; City Work to Other Components. The Developer shall conduct and shall cause the Tenant to conduct the Renovation Project in accordance with the Scope of Work and Plans described in **Exhibit B**. No material deviation from the Scope of

Work and Plans shall be made without the prior written approval of CDOT. The Scope of Work and Plans shall substantially conform to the terms and conditions of this Agreement and applicable federal, state and local laws, ordinances and regulations. The Renovation Project consists of work to be performed by the Developer, consisting of the components described and defined in Section 2.1 below as the "City Improvements".

2.2 City Improvements. The City Standard and Nonstandard Improvements are collectively referred to as the "City Improvements".

The City Nonstandard Improvements consist of that certain portion of the Renovation Project reconstruction, and rehabilitation of the City Property that are, and shall remain after completion, owned by the City, but maintained by the Developer, at the Developer's expense, as described in Section 3.1, including the following (collectively, the "City Nonstandard Improvements"): (i) the concrete walking surface at the Riverwalk elevation including any protection structure for the Tribune building pipe and the MEP below slab; (ii) any non-standard horizontal joints at the sidewalk; (iii) non-standard expansion joints at cascading stairs; (iv) precast cladding at the east face of the new west concrete wall to be constructed by the Developer; (v) granite stair surfaces at the east and west section of the cascading stairs on the City Right of Way; (vi) granite paving at the Michigan Avenue sidewalk; (vii) precast clad emergency access door at the west concrete wall; (viii) non-standard concrete finish/access panels at the Riverwalk level; (ix) all site drainage tied to the Developer Property drainage; (x) all snow melting equipment below the portion of the granite cascading stairs; (xi) all lighting fed from the Developer Property including utility charges; (xii) all storm drainage piping connected to Developer Property; and (xiii) all waterproofing, weather shield, protection from storm water, or other water flows on the City Property and Developer Property (collectively, the "Developer Weatherproofing") that shall be included in the Scope of Work and Plans.

Notwithstanding the foregoing, the Developer shall own and maintain all longitudinal expansion joints between the City Property and the Developer Property.

The City Standard Improvements consist of that portion of the Renovation Project reconstruction and rehabilitation of the City Property that are, and shall remain after completion, owned by the City and maintained by the City, at the City's expense, including the following (collectively, the "City Standard Improvements"): (i) Modifications to existing and new foundations; (ii) all new modifications to existing structure including structural steel and concrete; (iii) standard City horizontal expansion joints in Michigan Avenue sidewalk; (iv) precast balustrade and metal railing at Michigan Avenue sidewalk; (v) precast balustrade and metal railing at River Walk elevation. The Chicago Department of Transportation has approved the Scope of Work and Plans described in **Exhibit B** on April 11, 2016,. the date CDOT issued Bridge Permit #16-039 for the Renovation Project.

2.3 Renovation Budget. The Developer has prepared a budget of the costs of performing the Renovation Project, set forth in **Exhibit C** (the "Renovation Budget"), which has been approved by the City. The cost of the City Improvements is estimated at $ 4,300,000.00 (the "City Improvement Project Cost").

2.4 Schedule. The Developer has prepared the preliminary schedule for the Renovation Project, set forth in **Exhibit D** (the "Schedule"), which has been approved by CDOT. Any delay from the final completion date for the Renovation Project set forth in the Schedule shall be subject to the terms and conditions set forth in Sections 4.9 and 4.10 of this Agreement.

Pursuant to permits issued by the City, the Developer shall and shall cause the Tenant to commence, and diligently pursue, construction of the Renovation Project through the issuance of the Certificate or the issuance of a release letter of the Bridge Surety Bond, as both terms are defined in Section 2.6 herein.

2.5 Payment of Renovation Project Cost. The Developer shall pay for and complete the Renovation Project at its sole cost and expense. The City shall provide the Developer with access to the City Improvements for the Developer's ongoing maintenance, repair, and replacement of the City Nonstandard Improvements during the Term of this Agreement (as defined in Section 3 below).

2.6 Selection of General Contractor; Bonding Requirements. On April 11,, 2016, the date CDOT issued Bridge Permit #16-039 for the Renovation Project, .the City approved the retention of Power Construction Company as the General Contractor for the Renovation Project. Any change to the General Contractor prior to completion of the Renovation Project shall require the prior approval of CDOT. The General Contractor performing the Renovation Project shall be bonded for its respective performance and payment sureties having an AA rating or better using American Institute of Architect's Form No. 311 or its equivalent ("Performance and Surety Bond"). The City shall be named as an obligee or co-obligee on such Performance and Surety Bond(s). The Developer shall provide, subject to CDOT approval, a bridge surety bond ("Bridge Surety Bond") in the amount of One Million Dollars and no Cents ($1,000,000.00), which bond shall remain in place (or be replaced with a bond of equivalent terms, and subject to CDOT approval) until completion of the Renovation Project, as evidenced by the issuance of the Certificate (as defined below) or the issuance of a release letter of the Bridge Surety Bond. The Developer shall provide CDOT with copies of such replacement bonds and any future bonds required under this Agreement upon their issue.

2.7 Close-out of Renovation Project. Following the substantial completion of the Renovation Project in accordance with the Scope of Work and Plans, the Developer and General Contractor shall provide CDOT with appropriate owner and general contractor sworn statements and a general waiver of lien from the General Contractor and Developer. Following the final completion of the Renovation Project, the Developer shall deliver to the City a sworn statement from the Developer and the General Contractor and a general waiver of lien from Developer and the General Contractor and final waivers or releases of lien for all contracts whose amounts exceed One Hundred Thousand Dollars and no Cents ($100,000.00) from each and every subcontractor undertaking work relating to the Renovation Project. Developer shall also provide evidence of clear title to the City at or after the expiration of the four (4) month period within which contractor's liens are allowed to be placed on the Renovation Project pursuant to 770 ILCS 60/7. In addition, the Developer shall deliver to CDOT copies of any manufacturer's or other warranties provided by material suppliers or from subcontractors for the City Improvements, and shall deliver, or cause Power Construction Company or any other general contractor approved by CDOT, to deliver in electronic and hard copy formats, as-built plans and manufacturers' product data sheets of the materials and components used for the City Standard Improvements and the Developer Non-Standard Improvements.

2.8 Certificate of Completion. Upon completion of construction of the Renovation Project in accordance with the Scope of Work and Plans and to the reasonable satisfaction of the Commissioner of CDOT or her designee, CDOT, upon written request by the Developer, shall promptly undertake an inspection of the Renovation Project and thereafter provide the Developer with (1) a recordable Certificate of Completion ("Certificate") evidencing that the

Developer has completed the Renovation Project or (2) the issuance of a release letter of the Bridge Surety Bond; or a written statement indicating what measures or acts will be necessary, in the reasonable opinion of the City, to correct conditions that do not conform to the approved Scope of Work and Plans for the Developer to perform in order to obtain the Certificate. The Developer shall promptly, but in all events within sixty (60) days after issuance of CDOT's written statement, correct or commence to correct any such nonconformity or default, subject to permitted delays pursuant to Section 4.9 or such additional cure period, if any, pursuant to Section 4.10, and as CDOT may consent to, in its sole discretion. Upon compliance with CDOT's requirements, the Developer shall resubmit a written request for a Certificate from the City. The City's issuance of the Certificate shall evidence the City's acknowledgment that the Developer has completed the Renovation Project and the City's acceptance of the turnover and ownership of the City Improvements. The Certificate shall not constitute evidence that the Developer has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the completion of the Renovation Project, nor shall it serve as a "guaranty" of the structural soundness or quality of the construction of the Renovation Project.

SECTION 3
MAINTENANCE, REPAIR, AND REPLACEMENT OF NONSTANDARD CITY IMPROVEMENTS

After (1) CDOT's inspection of the Renovation Project, as set forth in Section 2.8 above; and (2) the issuance of the Certificate by the City, the Developer shall comply with the covenants set forth in this Section 3 and the other provisions of this Agreement applicable to the maintenance repair, and replacement of the City Nonstandard Improvements, all of which shall run with, and be appurtenant to, the Developer Property during the Term of this Agreement, and shall be binding on the Developer, as owner of the Developer Property, its successors and/or assigns, and subject to the right of assignment set forth in Section 4.13 below.

3.1 On-Going Maintenance and Repair of the City Nonstandard Improvements; Inspection. The Developer, at its sole cost and expense, shall, during the Term of this Agreement: (i) maintain, repair, and replace the City Nonstandard Improvements; (ii) provide trash pickup and disposal services within the City Improvements; and (iii) remove snow and arrange for the removal of leaves, litter, debris and other waste material from the City Improvements. Commencing in the year ending December31, 2019, and every second year thereafter, the Developer shall inspect, or cause to be inspected, the City Improvements in accordance with the National Bridge Inventory Standards ("NBIS"), and shall, **on or before December 31 of the year in which the inspection occurs**, submit an inspection report that includes condition ratings, and findings and recommendations for repair. The NBIS reports shall be submitted to Luis Benitez, Assistant Chief Engineer, (or his successor), City of Chicago, Department of Transportation, Division of Engineering, 30 North LaSalle Street, 4th Floor, Chicago, Illinois 60602. The biannual NBIS inspection required by this Subsection 3.1 shall be conducted pursuant to the specification attached hereto as **Exhibit E**.

3.2 Longitudinal Joints; Waterproofing. The Developer shall own and maintain any and all longitudinal joints between the City Property and the Developer Property at Developer's sole cost and expense. Developer further acknowledges that the City Property is not intended to provide any weather shield, protection from storm water or other water flows and the City is not obligated to maintain the City Property in such a manner. Developer's Scope of Work and Plans shall include improvements for the Developer Waterproofing

3.3 No Security Services Obligation. The Developer shall not be obligated under this Agreement to provide security services or police protection in or for City Improvements.

3.4 City Authority Over City Improvements Activities. The City shall have sole authority over allowing and requiring any permits to issue for any and all activities, commercial or otherwise, on the City Right of Way and all other City Improvements that are generally consistent with the character of the Renovation Project as a public pedestrian plaza; provided, however, that such activities will not materially impair or interfere with Developer's rights and obligations under this Agreement.

SECTION 4
GENERAL PROVISIONS

4.1 Access Rights. The City hereby grants to the Developer access to the City Improvements and other City property, as may be approved by CDOT and other City departments, in connection with the performance and completion of the Renovation Project and the subsequent maintenance, repair, and replacement of the City Nonstandard Improvements.

4.2 Permits. The Developer and Tenant, as applicable, shall apply for and maintain any and all governmental permits and approvals relating to the Renovation Project and all future maintenance, repair, and replacement activities, including, but not limited to, building permits and street and sidewalk closure permits. Pursuant to a City of Chicago, Department of Transportation letter dated April 11, 2016, Bridge Permit #16-039 was issued to the General Contractor for the construction of the Renovation Project.

4.3 Insurance.

4.3.1 Insurance During Periods of Construction. The Developer shall procure and maintain, or cause to be procured and maintained by the Tenant, their respective contractors (including the General Contractor) or subcontractors, and any subsequent general contractors and any subcontractors for construction work in accordance with the Scope of Work and Plan under this Agreement and any other construction work during the Term of this Agreement, at the Developer's sole cost and expense (and/or the expense of the Tenant, General Contractor and subcontractors, as applicable), during the Term of this Agreement, the types and amounts of insurance and endorsements therefore, as set forth below with insurance companies authorized to do business in the State of Illinois, covering the Renovation Project or construction work on the City Property, City Improvements and other City property, as applicable, whether performed by or on behalf of the Developer, provided, however, that subcontractors performing work in connection with this agreement shall not be required to provide insurance coverage in excess of $2,000,000 if the subcontract amount is less than $100,000.

(a) Worker's Compensation and Employer's Liability Insurance. Worker's Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement, and Employer's Liability Insurance with limits of not less than $1,000,000 each accident or illness.

(b) Commercial General Liability Insurance (Primary and Umbrella). Commercial General Liability Insurance, or equivalent, with limits of not less than $5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage

shall include, at a minimum, all premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago shall be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Renovation Project or maintenance, repair, and replacement of the City Improvements.

(c) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the Renovation Project or maintenance, repair, or replacement of the City Improvements, the Developer and/or, as applicable, the General Contractor and any subcontractors performing work within the City Improvements shall procure and maintain Automobile Liability Insurance with limits of not less than $2,000,000 per occurrence for bodily injury and property damage. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, non-contributory basis.

(d) Professional Liability Insurance. When any architects, engineers or other professional consultants perform work in connection with this Agreement, Developer shall cause such parties to procure and maintain Professional Liability Insurance covering acts, errors, or omissions with limits of not less than $2,000,000, with coverage including contractual liability. When a policy is renewed or replaced, the policy retroactive date must coincide with, or precede, the start of work under this Agreement. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years.

(e) Valuable Papers. When any plans, designs, drawings, specifications, media, data, records, reports, and other documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the recreation and reconstruction of such records.

(f) Pollution Liability Insurance. When any work is performed which may cause a pollution exposure, the lead remediation subcontractor's Pollution Liability Insurance with limits of not less than $2,000,000 per occurrence shall be provided covering bodily injury, property damage and other losses arising from the environmental condition of the City Improvements. When a policy is renewed or replaced, the policy retroactive date must coincide with, or precede, the start of work under this Agreement. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, non-contributory basis.

(g) Intentionally Deleted.

(h) Pollution Legal Liability. Developer shall cause the lead remediation subcontractor to provide Pollution Legal Liability Insurance covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Renovation Project, the maintenance, repair, or replacement of the City Improvements, or the exercise of the rights granted under this Agreement, with limits of not less than $2,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup,

remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, 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. The City of Chicago is to be named as an additional insured.

(i) All Risk Personal Property. Developer, Tenant, the General Contractor, and their respective agents, employees, contractors, and subcontractors shall be responsible for all loss or damage to personal property (including, without limitation, material, equipment, tools and supplies), owned, rented or used by Developer, Tenant, the General Contractor, and their respective agents, employees, contractors, and subcontractors.

4.3.2 Insurance Requirements After Completion of Construction. During the Term of this Agreement, the Developer shall procure and maintain at all times the types and amounts of insurance, and endorsement therefore, as set forth below with insurance companies authorized to do business in the State of Illinois and provide the City with evidence of such insurance, to the satisfaction of the City, covering the Developer's access and use, maintenance, repair and replacement of the City Nonstandard Improvements; and injury and/or damage to persons or property arising from the Developer's performance and failure to perform its obligations under this Agreement.

(a) Worker's Compensation and Employer's Liability Insurance. Worker's Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement, and Employer's Liability Insurance with limits of not less than $1,000,000 each accident or illness.

(b) Commercial General Liability Insurance (Primary and Umbrella). Commercial General Liability Insurance, or equivalent, with limits of not less than $5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage shall include, at a minimum, all premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago shall be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Renovation Project or maintenance, repair, and replacement of the City Improvements.

(c) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the Renovation Project or maintenance, repair, and replacement of the City Improvements, the Developer and/or, as applicable, the General Contractor and any subcontractors performing work on the City Improvements shall procure and maintain Automobile Liability Insurance with limits of not less than $2,000,000 per occurrence for bodily injury and property damage. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, non-contributory basis.

(d) Professional Liability Insurance. When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, such parties shall procure and maintain Professional Liability Insurance covering acts, errors, or omissions with limits of not less than $2,000,000,

with coverage including contractual liability. When a policy is renewed or replaced, the policy retroactive date must coincide with, or precede, the start of work under this Agreement. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years.

(e) Valuable Papers. When any plans, designs, drawings, specifications, media, data, records, reports, and other documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the recreation and reconstruction of such records.

(f) All Risk Personal Property. Developer, and its agents, and employees, shall be responsible for all loss or damage to personal property (including, without limitation, material, equipment, tools and supplies), owned, rented or used by Developer, and its agents, and employees.

The Developer shall be responsible for the replacement or restoration of the City Standard Improvements for a casualty where such casualty is caused by the negligence or willful misconduct of any of the Developer, Tenant, and their respective agents, contractors (including the General Contractor), subcontractors, employees, invitees, or licensees.

Additionally, in the event of a casualty, Developer shall be responsible for the replacement of the City Nonstandard Improvements and any portion of the Developer Improvements necessary to render the City Improvements usable and safe for public access. This provision shall in no way limit or condition the insurance requirements set forth in this Agreement.

The Developer and Tenant shall deliver, or cause the General Contractor, and their respective contractors or subcontractors to deliver, to the City certificates of insurance and endorsements required hereunder. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements set forth herein. The failure of the City to obtain certificates or other evidence of insurance from the Developer, Tenant, General Contractor, or their respective contractors or subcontractors as applicable shall not be deemed to be a waiver by the City of the insurance requirements set forth herein. The Developer, Tenant, General Contractor, and their respective contractors or subcontractors shall advise all insurers of the insurance requirements set forth herein. Non-conforming insurance, or failure to submit a Certificate of Insurance evidencing such coverages, shall not relieve the Developer, Tenant, General Contractor, and their respective contractors or subcontractors of the obligation to provide insurance as specified herein. The City retains the right to stop work until proper evidence of insurance is provided.

The Developer, Tenant, General Contractor, their respective contractors or subcontractors as applicable shall be responsible for any and all deductibles or self-insured retentions. The Developer hereby waives and agrees, and shall cause its Tenant, General Contractor and subcontractors to waive and agree, to require their insurers to waive their rights of subrogation against the City, its employees, elected officials, agents, and representatives. The Developer expressly understands and agrees, and shall cause the Tenant, General Contractor and subcontractors to agree, that any coverages and limits furnished by it (or the General Contractor or subcontractors, as applicable) shall in no way limit the Developer's, Tenant's, General Contractor's, and any subcontractors liabilities and responsibilities specified

in this Agreement or by law. The Developer expressly understands and agrees that its insurance (or that of its respective contractors or subcontractors as applicable) is primary and any insurance or self-insurance programs maintained by the City shall not contribute with insurance provided by the Developer, Tenant, the General Contractor (or their respective General Contractor, contractors or subcontractors as applicable) under this Agreement. 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. If Developer, Tenant, General Contractor's, and any of their contractors or subcontractors are a joint venture or limit liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Developer shall require the Tenant, General Contractor and all contractors and subcontractors to maintain the above-described coverage, or the Developer may provide such coverage for the Tenant, General Contractor and their contractors and subcontractors. If the Developer, Tenant, the General Contractor, or any of their respective contractor or subcontractor wants additional coverage, such party shall be responsible for the acquisition and cost of such additional protection. The City shall have no responsibility to provide insurance or security for the City Property, City Standard Improvements or City Nonstandard Improvements, material, supplies, or equipment to be used by the Developer, the General Contractor, or any of their respective contractors or subcontractors in connection with the Scope of Work and Plans.

Notwithstanding any provisions in the Agreement to the contrary, the City of Chicago, Department of Finance, Office of Risk Management, maintains the right to modify, delete, alter or change these requirements, including without limitation the deletion of the requirements of subparagraphs (f) and (h) in Section 4.3.1. above upon completion of the Renovation Project.

4.3.3 Insurance for Routine Maintenance. Contractors performing routine maintenance within/on the City Improvements, such as snow removal and trash pick-up, shall maintain insurance coverage of the type and levels required by law and consistent with industry standards.

4.3.4 City Self-Insurance. The Developer acknowledges that the City is self-insured.

4.4 Indemnity.

(a) The Developer shall and shall cause its general contractors and any subcontractors (collectively, the "Indemnitors") to indemnify, defend and hold the City, its elected officials and employees (the "Indemnitees"), harmless from and against any losses, costs, damages, liabilities, claims, suits actions, causes of action and expenses (including, without limitation, attorney's fees and court costs) (collectively, the "Developer Indemnified Claims and Costs") suffered or incurred by the City or such persons arising from or in connection with the Renovation Project, any of the Indemnitors' use of the City Standard Improvements and use, maintenance, repair, and replacement of the City Nonstandard Improvements, any and all Developer Indemnified Claims and Costs arising from or in connection with the Indemnitors' Weather Proofing, and including without limitation any amounts payable by reason of an environmental condition of the City Improvements arising from the negligence and/or willful and wanton misconduct of the Developer, its principals, agents, employees, or Tenant, General Contractor, contractors, subcontractors, and any subsequent general contractors and any subcontractors; and the Developer's performance or failure to perform its obligations under this Agreement. The foregoing indemnity, defense and hold harmless obligations shall not be

construed to require the Developer, or the General Contractor, any subsequent general contractors and any subcontractors, to indemnify, an Indemnitee where the costs arise out of the negligence and/or willful and wanton misconduct of the responsible Indemnitee, including without limitation any amounts payable by reason of an environmental condition of the City Improvements arising from the negligence and/or willful and wanton misconduct of the responsible Indemnitee. This indemnification shall survive any termination of this Agreement.

(b) The Developer shall cause its Tenant to indemnify, defend and hold the Indemnitees, harmless from and against any losses, costs, damages, liabilities, claims, suits actions, causes of action and expenses (including, without limitation, attorney's fees and court costs) (the "Tenant Indemnified Claims or Costs") suffered or incurred by any Indemnitee arising from or in connection with: (i) Tenant's, or any Tenant Indemnitor's (defined below) acts or omissions in connection with the Renovation Project, (ii) Tenant's use of the City Standard Improvements, (iii) any Tenant Indemnitor's use of the City Standard Improvements during the performance of the Renovation Project, (iv) Tenant's use of the City Nonstandard Improvements, (v) any Tenant Indemnitor's use of the City Nonstandard Improvements during the performance of the Renovation Work, (vi) Tenant's, or any Tenant Indemnitor's Weather Proofing, as applicable, and (vii) an environmental condition of the City Improvements arising from the negligence and/or willful and wanton misconduct of Tenant, or any Tenant Indemnitor. As used herein, the term "Tenant Indemnitor" means the General Contractor, and any of Tenant's subsequent general contractors or subcontractors performing work in connection with the Renovation Project. Developer shall: (a) include within any lease or other agreement with Tenant; and (b) cause Tenant to include within any agreement with a Tenant Indemnitor, indemnification obligations meeting the requirements of this Section 4.4(b) that provide the Indemnitees with at least as much protection as those set forth in this Section 4.4(b). The foregoing indemnity, defense and hold harmless obligations shall not be construed to require Tenant or any Tenant Indemnitor to indemnify, an Indemnitee where the costs arise out of the negligence and/or willful and wanton misconduct of the responsible Indemnitee, including without limitation any amounts payable by reason of an environmental condition of the City Improvements arising from the negligence and/or willful and wanton misconduct of the responsible Indemnitee. This indemnification shall survive any termination of this Agreement.

(c) The indemnity provided by the General Contractor, any subsequent general contractors and subcontractors shall be limited to any such contractors' scope of work and the acts or omissions of any such contractor's principals, employees and agents.

4.5 Restoration of City Property. Following completion of the Renovation Project and any subsequent maintenance, repair, or replacement of the City Nonstandard Improvements, the Developer, Tenant, the General Contractor, any subsequent general contractors and any subcontractors performing such work, as applicable, shall promptly restore the reconstructed, rehabilitated and renovated City Property, City Nonstandard Improvements as right of way and any adjoining sidewalks, streets and alleys affected by such work to their respective right of way public use condition prior to the commencement of such work, and shall remove all equipment and debris placed in such areas by the Developer, Tenant, the General Contractor, any subsequent general contractors or their respective agents, employees, contractors or subcontractors.

4.6 Covenants, Representations and Warranties.

4.6.1 Covenants, Representations and Warranties of the Developer. The Developer hereby covenants, represents and warrants to the City as follows:

(a) The Developer is a duly organized and existing limited liability company in good standing under the laws of the State of Delaware and authorized to do business in the State of Illinois.

(b) No litigation or proceedings are pending or, to the best of the Developer's knowledge, are threatened against Developer which could affect the ability of the Developer to perform its obligations pursuant to this Agreement.

(c) The execution, delivery and performance by the Developer of this Agreement has not constituted or will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which the Developer is a party or may be bound or affected.

(d) The parties executing this Agreement on behalf of Developer have been duly authorized by all appropriate action to enter into, execute and deliver this Agreement and perform the terms and obligations contained therein.

(e) Prior to completion of the Renovation Project, the Developer shall not, without the prior written consent of CDOT, which consent shall not be unreasonably withheld, assign its obligations with respect to the Renovation Project; provided, however, that the Developer may, without requiring the consent of CDOT, collaterally assign this Agreement to any holder of a mortgage secured by the Developer Property.

(f) The Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into this Agreement or any City Contract with Developer in violation of Chapter 2-156-020 of the Municipal Code of Chicago.

4.6.2 Covenants, Representations and Warranties of the City. The City, by and through CDOT, hereby covenants, represents and warrants to the Developer that the City has the authority under its home rule powers granted in the Constitution of the State of Illinois, and pursuant to the Ordinance, to enter into, execute, deliver and perform its obligations under this Agreement.

4.6.3 Conditions of City Improvements/Environmental Matters. The City makes no covenant, representation or warranty as to the condition of City Improvements, including but not limited to the environmental condition, for any purpose whatsoever. The Developer takes City Improvements and each of the elements comprising the City Improvements in an "AS-IS" condition.

4.6.4 Survival of Representations and Warranties. The representations and warranties of the Developer and the City set forth in this Agreement are true as of the execution date of this Agreement and will be true in all

material respects at all times hereafter, except with respect to matters have been disclosed in writing and approved by the other party.

4.7 Term of the Agreement. The term ("Term") of this Agreement shall commence as of the date first appearing on the first page hereof and, unless otherwise terminated by the City in writing, shall run for a term of fifty (50) years from the date of this Agreement; provided, however, that the Developer's obligations with respect to the obligation to initially complete the Renovation Project shall be deemed satisfied upon issuance of the Certificate.

4.8 Time of the Essence. Time is of the essence in the Parties' performance of their respective obligations under this Agreement. Should any milestone date fall on a weekend or holiday, the deadline for compliance shall not occur until the next regular business day.

4.9 Permitted Delays. The Developer shall not be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of materials, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of the Developer to discharge its obligations hereunder. The individual or entity relying on this Section 4.9 with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this Section 4.9 with respect to any such delay may rely on this Section only to the extent of the actual number of days of delay affected by any such events described above.

4.10 Breach and Remedies.

4.10.1 Notice of Default and Cure. Except as otherwise provided in this Agreement, in the event of a default by the Developer in the performance of its obligations under this Agreement, the Developer, upon written notice from the City, shall cure or remedy the default not later than sixty (60) days after receipt of such notice. If the default is not capable of being cured within the sixty (60) day period but the Developer has commenced action to cure the default and is diligently proceeding to cure the default within the sixty (60) day period, then the sixty (60) day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the City may cure or remedy the default or institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including but not limited to, proceedings to compel specific performance.

4.10.2 Events of Default. For purposes of this Agreement, the occurrence of any one or more of the following shall, subject to the notice and cure periods set forth in Section 4.10.1, constitute an "Event of Default":

(a) the Developer fails to perform, keep or observe any of the material covenants, conditions, promises, agreements or obligations required under this Agreement;

(b) the Developer makes or furnishes a warranty, representation, statement or certification to the City which is not true and correct in any material respect;

(c) a petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing, which is not vacated, stayed or set aside within sixty (60) days after filing and which impairs the ability of the Developer to perform its obligations as and when required under this Agreement;

(d) the Developer abandons or suspends the Renovation Project (no notice or cure period shall apply); or

(e) the Developer suffers or permits any lien or encumbrance that is not a permitted encumbrance to attach to or encumber the City Improvements.

(f) the Developer makes an assignment of this Agreement, except assignments allowed pursuant to Section 4.6.1(e), without prior CDOT written approval, as required by Section 4.13.2.

4.10.3 Notice of Default to Lender. Any notice of default to be delivered to Developer shall also be simultaneously delivered to any holder of a mortgage secured by the Developer Property, so long as the Developer has provided the City with such lender notice contact information. Such lender(s) shall have the same opportunities to cure any such default(s) within the time afforded to the Developer herein and the City shall accept a cure by such first mortgagee.

4.10.4 Waiver and Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by the Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of the Developer, and shall not be effective unless given in writing.

4.11 City's Right to Inspect Records. The Developer agrees that the City shall have the right and authority to review and audit, from time to time, the Developer's books and records solely relating to the Renovation Project and any maintenance, repair, and replacement of any of the City Improvements, including, without limitation, general contractor's sworn statements, the contract(s) with the Developer and the General Contractor, subcontractors, any and all property maintenance and management entities, and purchase orders, waivers of lien, paid receipts, invoices, and contracts, and any of the City Improvements. All such books, records and other documents shall be available at the offices of the Developer for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the CDOT upon prior reasonable notice to Developer and at CDOT's sole cost and expense.

4.12 Conflict of Interest; City's Representatives Not Individually Liable. The Developer warrants that no agent, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No agent, official, or employee of the City shall be personally liable to the Developer or any

successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement.

4.13 Successors and Assigns.

4.13.1 Successor Owners of the Developer Property. Nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Developer Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Developer Property or the rights therein (other than an assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness) and solely with respect to the portion of the Developer Property so transferred, the term Developer shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust), and the terms and conditions of this Agreement shall automatically transfer to, apply to, benefit and bind such transferee, and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability thereunder, so long as the transferee assumes any and all Developer liabilities that preexisted the alienation, sale or any other such transfer. The Developer shall provide the City with written notice of any such alienation, sale or any other transfer within fourteen (14) days prior to any such alienation, sale or any other transfer.

4.13.2 Assignments to Other Parties. Subject to the prior written consent of CDOT, which consent shall not be unreasonably withheld or delayed, the Developer may assign this Agreement to such other parties not succeeding the Developer in title (as the case may be) that assume the Developer's obligations under this Agreement in writing. The Developer may, without requiring the consent of the City or CDOT, collaterally assign this Agreement to a lender holding a mortgage secured by the Developer Property.

4.13.3 Status of Performance. The City, at the Developer's request, shall reasonably cooperate with such successor in title or assignee to inform such party of the status of Developer's performance of its obligations under this Agreement.

4.13.4 No Further Obligations; Lender Liability. Upon the Developer's transfer, by conveyance or otherwise, of title to the Developer Property or, as the case may be, the Developer's permitted assignment of its obligations under this Agreement, and the transferee's assuming any and all Developer liabilities that preexisted the alienation, sale or any other such transfer, the Developer shall be released from any further liability or obligations under this Agreement arising after the date of such transfer or assignment. In addition, if a lender holding a mortgage forecloses such mortgage or otherwise exercises its rights under its lender financing documents, such lender shall only be liable for obligations accruing after the date of acquisition of title to the Developer Property by such lender or its nominee (or such earlier date as such lender or such nominee may acquire possession or control of the Developer Property, whether by appointment of a receiver, order of mortgagee-in-possession or otherwise) and shall

have no liability for defaults or obligations arising prior to such time, except as to defaults or obligations that continue after the initiation of such exercise.

4.14 Miscellaneous.

4.14.1 Headings. The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions thereof.

4.14.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

4.14.3 Entire Agreement; Right of Entry Agreement; Amendment. This Agreement constitutes the entire contractual agreement between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. The Right of Entry Agreement is hereby terminated, and the terms and provisions thereof are hereby superseded and replaced by this Agreement. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

4.14.4 Severability. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

4.14.5 Notices. Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City:
City of Chicago
Department of Transportation
30 North LaSalle Street, 11th Floor
Chicago, Illinois 60602
Attn: Commissioner

with a copy to:
City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel
Real Estate and Land Use Division

If to the Developer:
Zeller-401 Property, L.L.C.
401 North Michigan Avenue, Suite 1300
Chicago, Illinois 60611

Attn:

With a copy to: Taft Stettinius & Hollister LLP
111 East Wacker Drive
Suite 2800
Chicago, Illinois 60601
Attn: Real Estate Department

With a copy to: Zeller Development Corporation
401 North Michigan Avenue
Suite 350
Chicago, Illinois 60611
Attn: Jan Goldsmith,
President

Any notice, demand or communication given pursuant to clause (a) hereof shall be deemed received upon such personal service. Any notice, demand or communication given pursuant to clause (b) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (c) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

4.14.6 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original instrument.

4.14.7 Further Assurances. The Developer and the City agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

4.14.8 Survival. All representations and warranties contained in this Agreement are made as of the execution date of this Agreement and the execution, delivery and acceptance hereof by the parties shall not constitute a waiver of rights arising by reasons of any misrepresentation.

4.14.9 Cumulative Remedies. Subject to the limitation of the scope of remedies as expressly provided herein, the remedies of any party hereunder are cumulative and the exercise of any one or more of the remedies provided by this Agreement shall not be construed as a waiver of any of the other remedies of such party unless specifically so provided herein.

4.14.10 Disclaimer. No provision of this Agreement, nor any act of the City, shall be deemed or construed by any of the parties, or by third persons, to create or imply to create the relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any

association or relationship involving the City, the Developer or any owner of any portion of the City Improvements.

4.14.11 Approval. Wherever this Agreement provides for the approval or consent of the City, CDOT or its commissioner, or another City department or such other City department's commissioner, or any matter is to be to the City's, such City department's or such commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, such City department, or such commissioner in writing and in the reasonable discretion thereof and not unreasonably delayed. The Commissioner of CDOT (or the commissioner of any other applicable department) or other person designated by the Mayor shall act for the City or CDOT (or such other applicable department) in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

4.14.12 Venue and Jurisdiction. If there is a lawsuit under this Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois, or the United States District Court for the Northern District of Illinois.

4.14.13 Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) 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 City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), 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, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

4.14.14 Patriot Act Certification. The Developer represents and warrants that neither the Developer nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, 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: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to the Developer that, directly or indirectly, through one or more intermediaries, controls, is

controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

4.15.15 Prohibition on Certain Contributions Mayoral Executive Order 2011-4.

Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Agreement by Developer, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Developer represents and warrants that from the later to occur of (a) May 16, 2011, and (b) the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) Bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No.
2011-4.

Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Developer intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source, which is then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Developer is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and
(B) neither party is married; and
(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
(D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
(E) two of the following four conditions exist for the partners:
  1. The partners have been residing together for at least 12 months.
  2. The partners have common or joint ownership of a residence.
  3. The partners have at least two of the following arrangements:
     a. joint ownership of a motor vehicle;
     b. a joint credit account;
     c. a joint checking account;
     d. a lease for a residence identifying both domestic partners as tenants.
  4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

4.15.16 Failure To Maintain Eligibility To Do Business With The City.

Failure by Developer or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of the Agreement and the transactions contemplated thereby. Developer shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

4.15.17 Inspector General and Legislative Inspector General.

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City

contract or program, to cooperate with the City's Legislative Inspector General and with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapters 2-55 and 2-56, respectively, of the Municipal Code of Chicago. The Developer understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code of Chicago.

4.15.18 2014 City Hiring Plan.

(i) The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (as amended, the "2014 City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) Developer is aware that City policy prohibits City employees from directing any individual to apply for a position with Developer, either as an employee or as a subcontractor, and from directing Developer to hire an individual as an employee or as a subcontractor. Accordingly, Developer must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Developer under this Agreement are employees or subcontractors of Developer, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Developer.

(iii) Developer will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to Developer by a City employee or City official in violation of subparagraph (ii) above, or advocating a violation of subparagraph (iii) above, Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General (the "OIG"), and also to the head of the relevant City Department utilizing services provided under this Agreement. Developer will also cooperate with any inquiries by the OIG.

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

CITY OF CHICAGO, an Illinois municipal corporation,
acting by and through its Department of Transportation

By:_____
Rebekah Scheinfeld
Commissioner

ZELLER-401 PROPERTY, L.L.C., a Delaware limited liability company

By: Zeller Manager, L.L.C., a Delaware limited liability company and its Managing Member

By: _____

This instrument was prepared by:

Karen Bielarz
Senior Counsel
City of Chicago Law Department
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602
(312) 744-6910

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

I HEREBY CERTIFY, that on this _____ day of _____, 2017, before me, the undersigned Notary Public of said State, that _____, as _____ of _____ LLC, a Delaware limited liability company, as the managing member of _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said limited liability companies, for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Rebekah Scheinfeld, the Commissioner of the Department of Transportation, personally known to me to be the Commissioner of the Department of Transportation of the City of Chicago, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as the Commissioner, she signed and delivered the instrument pursuant to authority given by the City of Chicago, as her free and voluntary act and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ___ day of _____, 2017.

_____
NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF THE DEVELOPER PROPERTY

EXHIBIT A

PARCEL 1: (TRACT A)
THAT PART OF WATER LOT 24 IN KINZIE'S ADDITION TO CHICAGO, LYING NORTH OF PRESENT CHANNEL OF THE CHICAGO RIVER, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM SAID LOT 24 THAT PART THEREOF DESCRIBED AS FOLLOWS):

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID WATER LOT 24; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF EAST NORTH WATER STREET TO A POINT 23.32 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID WATER LOT 24; THENCE SOUTHERLY PARALLEL TO THE EASTERLY LINE OF SAID WATER LOT 24 TO THE NORTHERLY LINE OF THE CHICAGO RIVER CHANNEL; THENCE WESTERLY ALONG SAID NORTHERLY LINE OF THE CHICAGO RIVER CHANNEL TO THE WESTERLY LINE OF SAID WATER LOT 24; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID WATER LOT 24 TO THE POINT OF BEGINNING;

ALSO
PARCEL 2: (TRACT A)
THOSE PARTS OF WATER LOTS 25, 26 AND 27 LYING NORTH OF THE PRESENT CHANNEL OF THE CHICAGO RIVER, ALL IN KINZIE'S ADDITION TO CHICAGO, BEING IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO
PARCEL NO. 3: (TRACT A)
THOSE PARTS OF WATER LOTS 28, 29 AND THE WESTERLY 8.50 FEET OF WATER LOT 30 ALL LYING NORTH OF PRESENT CHANNEL OF CHICAGO RIVER ALL IN KINZIE'S ADDITION TO CHICAGO BEING IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;
EXCEPTING AND EXCLUDING FROM THE ABOVE 3 PARCELS THAT PART OF SAID WATER LOTS 24, 25, 26, 27, 28, 29 AND OF THE WESTERLY 8.50 FEET OF LOT 30 DEDICATED FOR STREET SAID DEDICATED PART BEING DESCRIBED AS FOLLOWS:
ALL THOSE PARTS OF WATER LOTS 24, 25, 26, 27, 28, 29 AND 30 OF KINZIE'S ADDITION TO CHICAGO AFOREMENTIONED BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF WATER LOT 24 WITH THE EASTERLY LINE OF NORTH MICHIGAN AVENUE AS WIDENED, SAID POINT BEING 36.81 FEET MORE OR LESS SOUTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID WATER LOT 24; THENCE SOUTHEASTERLY ALONG A LINE (SAID LINE BEING THE EASTERLY LINE OF NORTH MICHIGAN AVENUE, AS WIDENED) WHICH FORMS AN ANGLE OF 93 DEGREES 11 MINUTES 42 SECONDS EASTERLY TO SOUTHERLY WITH THE NORTHERLY LINE OF SAID LOTS (SAME BEING IDENTICAL WITH SOUTHERLY LINE OF EAST NORTH WATER STREET) A DISTANCE OF 2 FEET; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 345.69 FEET TO THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF SAID WATER LOT 30 AND THE EASTERLY LINE OF THE WESTERLY 8.50 FEET OF SAID WATER LOT 30; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID WATER LOTS 24 TO 30 BOTH INCLUSIVE (THE SAME BEING IDENTICAL WITH THE SOUTHERLY LINE OF EAST NORTH WATER STREET) A DISTANCE OF 345.64 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS:

AND FURTHER EXCEPTING AND EXCLUDING FROM PARCEL 3 THE FOLLOWING DESCRIBED PROPERTY:

THE PROPERTY AND SPACE IN THAT PART OF WATER LOT 29, AND THE WESTERLY 8.50 FEET OF WATER LOT 30, IN KINZIE'S ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.92 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD OF SAID PROPERTY AND SPACE DESCRIBED AS FOLLOWS:
COMMENCING ON THE NORTHERLY LINE OF WATER LOT 30, AFORESAID, (SAID NORTHERLY LINE BEING ALSO THE SOUTHERLY LINE OF E. NORTH WATER STREET) AT THE INTERSECTION OF SAID LINE WITH THE EASTERLY LINE OF THE WESTERLY 8.50 FEET OF SAID WATER LOT 30, AND RUNNING; THENCE SOUTH 12 DEGREES 09 MINUTES 22 SECONDS EAST ALONG SAID EASTERLY LINE OF THE WESTERLY 8.50 FEET, (SAID EASTERLY LINE BEING ALSO THE WESTERLY LINE OF LOT 2 IN CITYFRONT CENTER, (BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, AFORESAID) A DISTANCE OF 34.638 FEET TO THE POINT OF BEGINNING FOR THAT PART OF SAID PROPERTY AND SPACE HEREINAFTER DESCRIBED;
THENCE CONTINUING SOUTH 12 DEGREES 09 MINUTES 22 SECONDS EAST ALONG SAID LAST DESCRIBED LINE, A DISTANCE OF 247.002 FEET, TO AN INTERSECTION WITH A STRAIGHT LINE WHICH IS PERPENDICULAR TO THE SOUTHWARD EXTENSION OF THE EAST LINE OF SAID LOT 2, (SAID EAST LINE BEING ALSO THE WEST LINE OF LOT 3 IN SAID CITYFRONT RESUBDIVISION) AT A POINT 394.767 FEET SOUTH OF THE MOST NORTHERLY CORNER OF SAID LOT 2; THENCE WEST ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 20.459 FEET TO AN INTERSECTION WITH A LINE WHICH IS 20.00 FEET WESTERLY FROM AND PARALLEL WITH THE AFOREMENTIONED EASTERLY LINE OF THE WESTERLY 8.50 FEET OF SAID WATER LOT 30; THENCE NORTH 12 DEGREES 09 MINUTES 22 SECONDS WEST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 247.002 FEET AND THENCE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 20.459 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING, IN THE AGGREGATE AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.92 FEET ABOVE C.O.D., 82,070 SQUARE FEET (1.8841 ACRES) OF LAND, MORE OR LESS.

CONTAINING, IN THE AGGREGATE AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.92 FEET ABOVE C.C.D., 86,213 SQUARE FEET (1.9792 ACRES) OF LAND, MORE OR LESS.

EASEMENT PARCEL 1:
NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF TRACT A FOR PEDESTRIAN INGRESS AND EGRESS OVER, ON AND ACROSS THE PORTION OF PIONEER COURT PLAZA CONTAINED WITHIN THE SERVIENT PARCEL; INGRESS AND EGRESS REASONABLY NECESSARY FOR MAINTENANCE, REPAIRS, REPLACEMENT, RESTORATION OR RECONSTRUCTION OF PIONEER COURT PLAZA; PEDESTRIAN INGRESS AND EGRESS OVER, ON AND ACROSS THE BUILDING B CORRIDOR TO AND FROM THE BUILDING A CORRIDOR; ACCESS REASONABLY NECESSARY TO PERMIT MAINTENANCE AND REPAIR OF BUILDING A OR DURING EMERGENCY SITUATION; MAINTENANCE AND REPAIR OF ANY VENTILATION IMPROVEMENTS AND THE AIR INTAKE AND/OR EXHAUST OUTLETS LOCATED ON THE EAST WALL OF BUILDING A BELOW PIONEER COURT PLAZA LEVEL; MAINTENANCE OF ENCROACHMENT OF ANY VENTILATION IMPROVEMENTS AND ANY PLANTERS, SCULPTURED ELEMENTS AND OTHER SIMILAR IMPROVEMENTS IN PIONEER COURT PLAZA; MAINTENANCE, REPAIR, REPLACEMENT OR RESTORATION OF FOUNTAIN PIPING AND MISCELLANEOUS DRAINS AND DRAIN PIPING BELOW PIONEER COURT PLAZA LEVEL SERVING PIONEER COURT PLAZA IMPROVEMENTS, ALL AS DEFINED AND CREATED BY CONSTRUCTION, OPERATING, RESTRICTION AND EASEMENT AGREEMENT DATED APRIL 30, 1992 AND RECORDED APRIL 30, 1992 AS DOCUMENT 92296752 BY AND BETWEEN THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES AND THE UNIVERSITY OF CHICAGO, OVER, ON AND ACROSS PORTIONS OF THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF LOT 2, IN BLOCK 11 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, AND RUNNING THENCE NORTH 77 DEGREES 47 MINUTES 18 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 2, SAID NORTHERLY LINE BEING ALSO THE SOUTHERLY LINE OF E. NORTH WATER STREET, A DISTANCE OF 138.191 FEET, TO THE MOST NORTHERLY CORNER OF SAID LOT 2; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 2 AND ALONG THE SOUTHWARD EXTENSION THEREOF, (SAID EAST LINE BEING ALSO THE WEST LINE OF LOT 3 IN SAID RESUBDIVISION AND THE WEST LIKE OF N. ST. CLAIR STREET AS DEDICATED IN SAID RESUBDIVISION) A DISTANCE OF 304.767 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO SAID LAST DESCRIBED LINE, A DISTANCE OF 76.735 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID LOT 2, AND THENCE NORTH 12 DEGREES 09 MINUTES 22 SECONDS WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 281.840 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND ALSO:
THE PROPERTY AND SPACE IN THAT PART OF WATER LOT 29, AND THE WESTERLY 8.50 FEET OF WATER LOT 30, IN KINZIES ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.92 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD OF SAID PROPERTY AND SPACE DESCRIBED AS FOLLOWS: COMMENCING ON THE NORTH LINE OF WATER LOT 30, AFORESAID, (SAID NORTHERLY LINE BEING ALSO THE SOUTHERLY LINE OF E. NORTH WATER STREET) AT THE INTERSECTION OF SAID LINE WITH THE EASTERLY LINE OF THE WESTERLY 8.50 FEET OF SAID WATER LOT 30, AND RUNNING THENCE SOUTH 12 DEGREES 09 MINUTES 22 SECONDS EAST ALONG SAID EASTERLY LINE OF THE WESTERLY 8.50 FEET, (SAID EASTERLY LINE BEING ALSO THE WESTERLY LINE OF LOT 2 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, AFORESAID) A DISTANCE OF 34.638 FEET TO THE POINT OF BEGINNING FOR THAT PART OF SAID PROPERTY AND SPACE HEREINAFTER DESCRIBED; THENCE CONTINUING SOUTH 12 DEGREES 09 MINUTES 22 SECONDS EAST ALONG SAID LAST DESCRIBED LINE, A DISTANCE OF 247.002 FEET, TO AN INTERSECTION WITH A STRAIGHT LINE WHICH IS PERPENDICULAR TO THE SOUTHWARD EXTENSION OF THE EAST LINE OF SAID LOT 2, (SAID EAST LINE BEING ALSO THE WEST LINE OF LOT 3 IN SAID CITYFRONT RESUBDIVISION) AT A POINT 304.767 FEET SOUTH OF THE MOST NORTHERLY CORNER OF SAID LOT 2; THENCE WEST ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 20.459 FEET TO AN INTERSECTION WITH A LINE WHICH IS 20.00 FEET WESTERLY FROM AND PARALLEL WITH THE AFOREMENTIONED EASTERLY LINE OF THE WESTERLY 8.50 FEET OF SAID WATER LOT 30; THENCE NORTH 12 DEGREES 09 MINUTES 22 SECONDS WEST ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 247.002 FEET AND THENCE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 20.459 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL 2:
NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF TRACT A FOR THE USE AND ENJOYMENT OF THE ESPLANADE AND FOR INGRESS AND EGRESS OVER, UPON AND THROUGH THE ESPLANADE, AND AN EASEMENT FOR ACCESS OVER PIONEER COURT PLAZA FOR INGRESS AND EGRESS TO THE ESPLANADE, AS CREATED AND DEFINED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENT FOR CITYFRONT CENTER WEST, DATED APRIL 30, 1992 AND RECORDED APRIL 30, 1992 AS DOCUMENT NUMBER 92296750 BY THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, AS AMENDED BY FIRST AMENDMENT TO DECLARATION, DATED OCTOBER 15, 1996 AND RECORDED OCTOBER 24, 1996 AS DOCUMENT NUMBER 96813611.

EASEMENT PARCEL 3:
GRANT OF THE RIGHT AND AUTHORITY TO ENTER UPON EAST NORTH WATER STREET BETWEEN THE EAST LINE OF MICHIGAN AVENUE ON THE WEST AND THE WEST LINE OF ST. CLAIR STREET ON THE EAST FOR THE PURPOSE OF CONSTRUCTING, IMPROVING, MAINTAINING, REPAIRING, REPLACING AND USING A PLAZA AT APPROXIMATELY -35 CHICAGO CITY DATUM ABOVE SAID PORTION OF EAST NORTH WATER STREET IN COMPLIANCE WITH THE PRACTICES AND PROCEDURES OF THE DEPARTMENT OF PUBLIC WORKS, AS CREATED BY MUTUAL GRANT OF EASEMENTS IN RESPECT TO CITYFRONT CENTER, CHICAGO, ILLINOIS, DATED DECEMBER 18, 1986 AND RECORDED FEBRUARY 24, 1987 AS DOCUMENT NUMBER 87105321, BY AND AMONG THE CHICAGO DOCK AND CANAL TRUST, AN ILLINOIS BUSINESS TRUST, THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, A NEW YORK CORPORATION, AND THE CITY OF CHICAGO, AN ILLINOIS MUNICIPAL CORPORATION.

EXHIBIT B

SCOPE OF WORK AND PLANS

401 NORTH MICHIGAN AVENUE RIVERFRONT RETAIL - CHICAGO, IL

SITE IMPROVEMENTS

ABBREVIATIONS

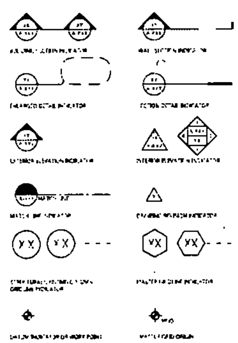
GENERAL NOTES

CODE INFORMATION

SCOPE OF WORK

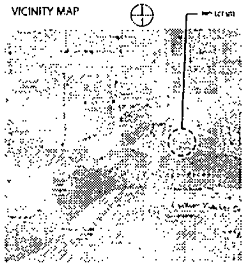
PROJECT DIRECTORY

REFERENCE SYMBOLS

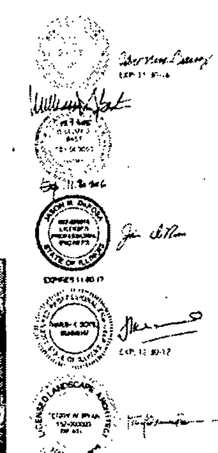


DRAWING INDEX

VICINITY MAP



SITE MAP



Foster + Partners

Ross Barney Architects

Infrastructure Engineering, Inc

Jacobs/Ryan Associates

Primera Engineers, Ltd

Schuler Shook

Thornton Tomasetti

Simpson Gumpertz & Heger

Wiss, Janney, Elstner Associates, Inc

401 North Michigan Ave
Riverfront Retail
Chicago, IL

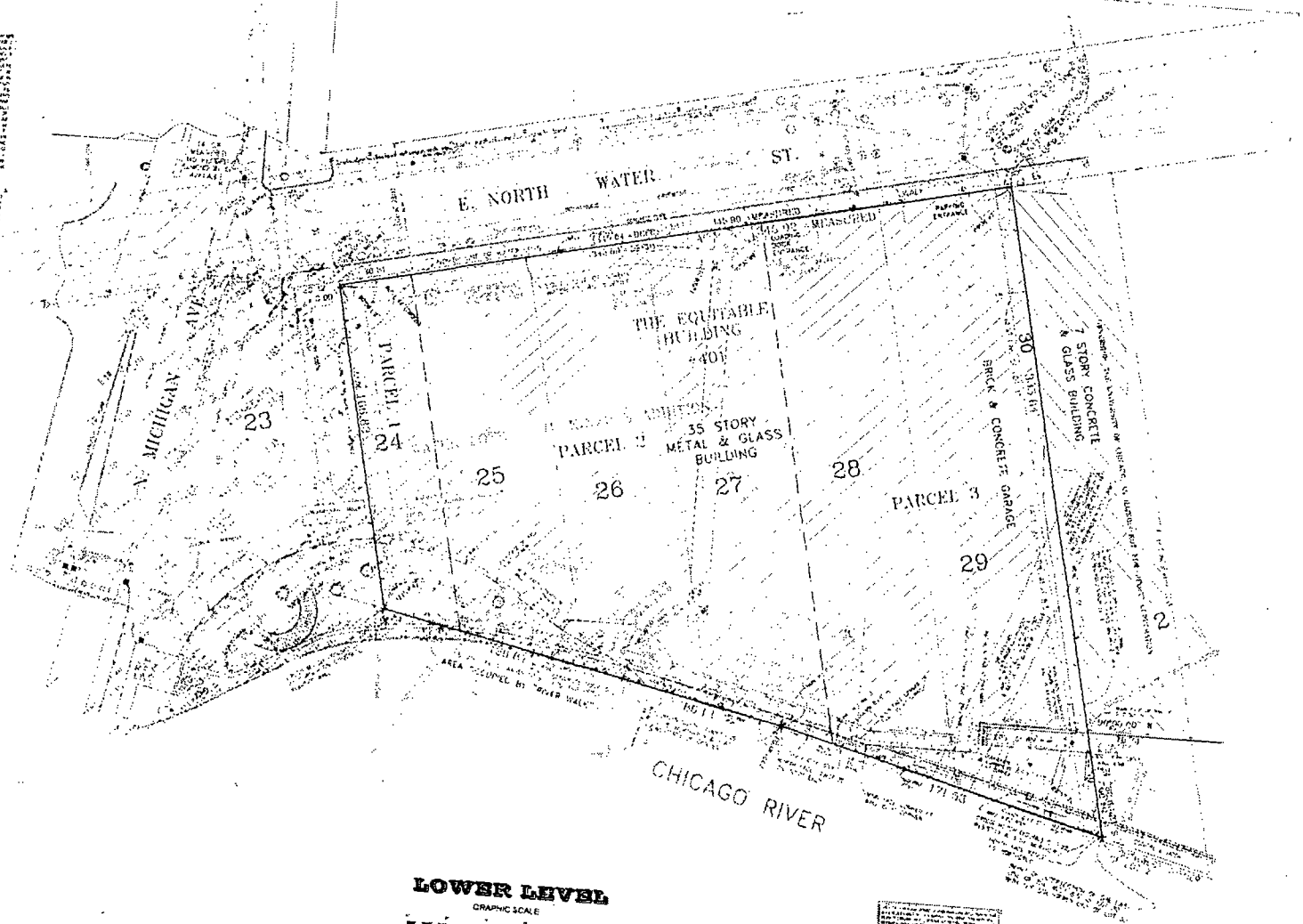
GENERAL NOTES
ABBREVIATIONS &
SYMBOLS

AS-001

CHICAGO GUARANTEE SURVEY COMPANY

PLCS Corporation

Plat of Survey



LOWER LEVEL

GRAPHIC SCALE

2015-20482-002

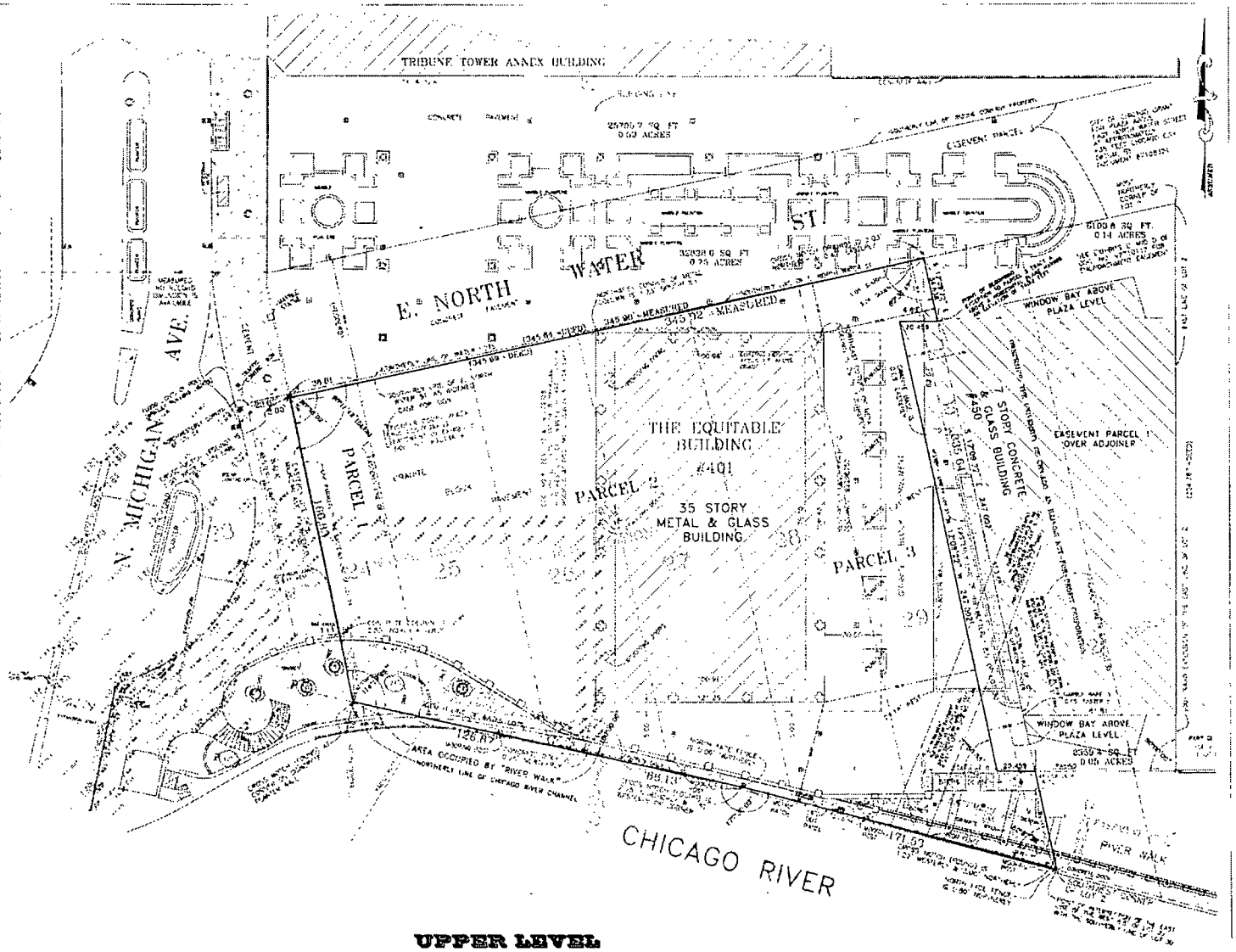
2 of 2

CHICAGO GUARANTEE SURVEY COMPANY

PLCS Corporation

PROFESSIONAL LAND SURVEYORS

Plat of Survey

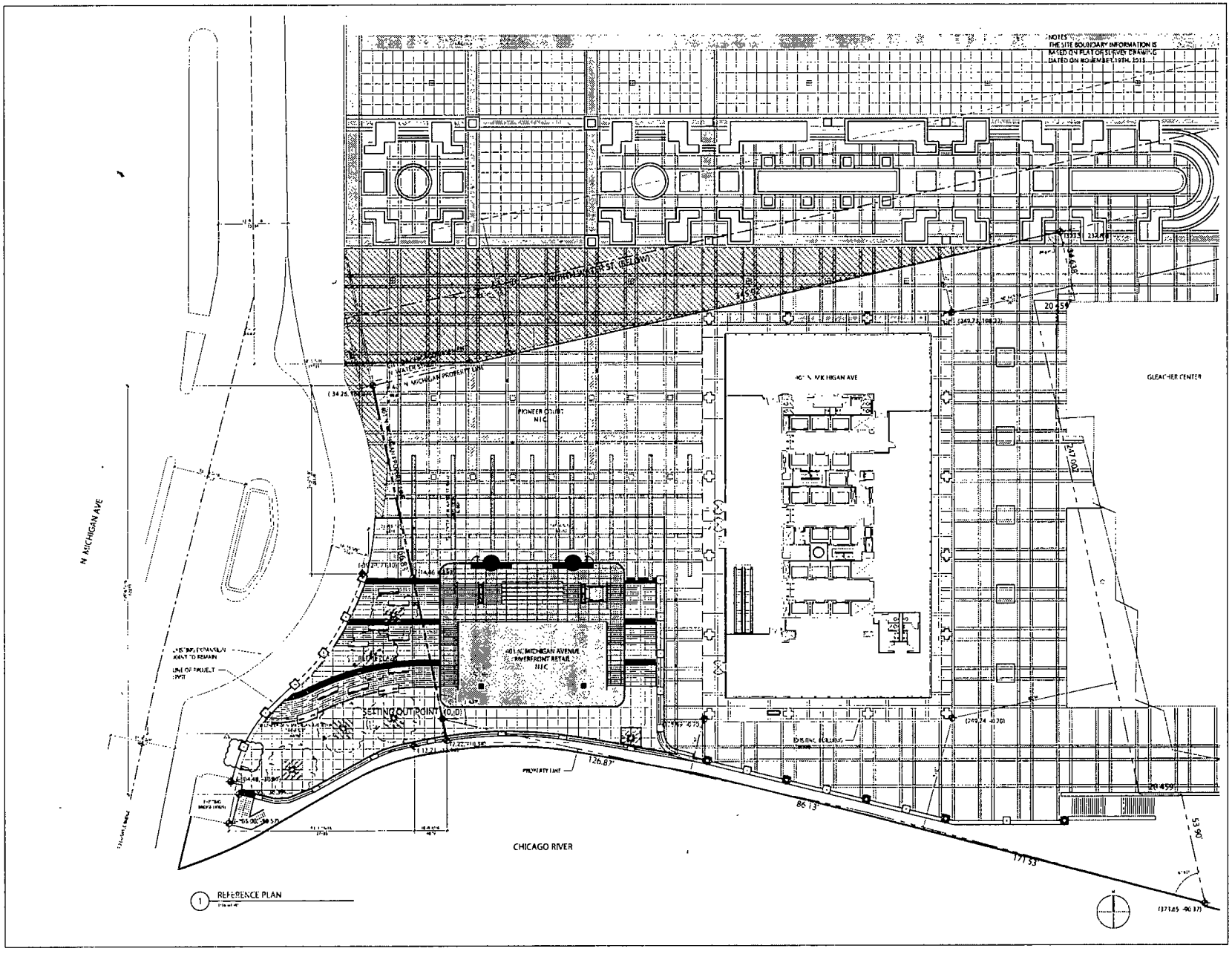


Legend

UPPER LEVEL

GRAPHIC SCALE

2015-20482-002	1 of 2



Design Architect
Foster + Partners

Architect of Record, Site Improvements
Ross Barney Architects

Civil Engineer
Infrastructure Engineering, Inc

Landscape Architect
Jacobs/Ryan Associates

Electrical Engineer
Primera Engineers, Ltd

Lighting Consultant
Schuler Shook

Structural Engineer
Thornton Tomasetti

Mech Consultant
Simpson Gumpertz & Heger

Waterproofing Consultant
Wiss, Janney, Elstner Associates, Inc

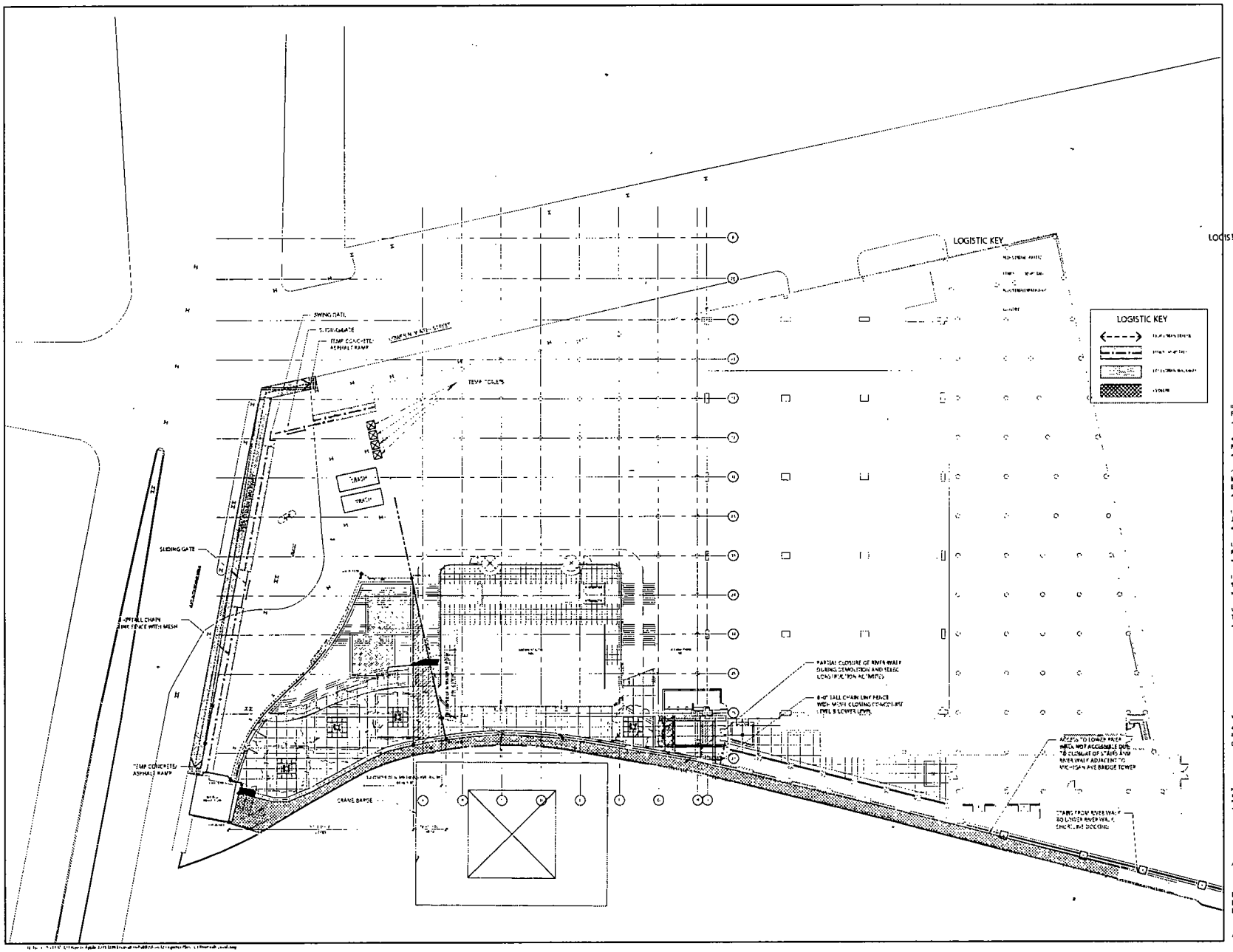
401 North Michigan Ave
Riverfront Retail
Chicago IL

Issue / Revision	Date
CDD1 Permit Set	12/28/15
Revit 18 Set	04/01/16
CDD1 Permit Set REV 1	06/28/16

Approved Date

SITE REFERENCE PLAN

AS-011



Foster + Partners

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Infrastructure Engineering, Inc.

Jacobs/Ryan Associates

Primera Engineers, Ltd

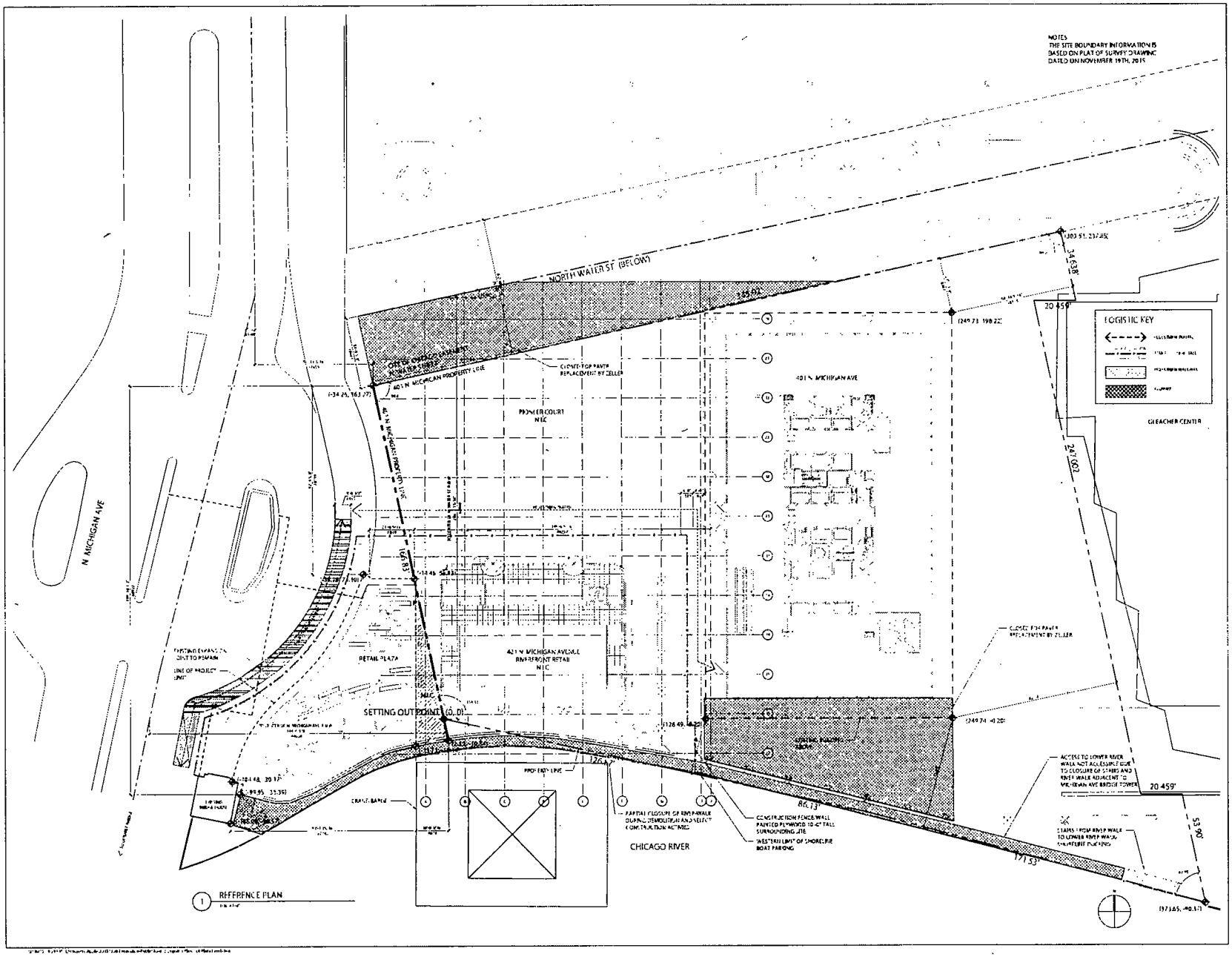
Schuler Shook

Thornton Tomasetti

40 North Michigan Ave
Riverfront Retail
Chicago IL

LOGISTICS PLAN
L1 RIVERWALK LEVEL

AS-012


NOTES
THE SITE BOUNDARY INFORMATION IS BASED ON PLAT OF SURVEY DRAWING DATED ON NOVEMBER 19TH, 2015
NORTH WATER ST (BELOW)
LOGISTIC KEY
GLEACHER CENTER
401 N MICHIGAN AVE
PIONEER COURT
N MICHIGAN AVE
RETAIL PLAZA
SETTING OUT POINT (0, 0)
CHICAGO RIVER
REFERENCE PLAN
20.459'
247.003'
53.06'
171.53'
Foster + Partners
Ross Barney Architects
Infrastructure Engineering, Inc.
Jacobs/Ryan Associates
Primera Engineers, Ltd.
Schuler Shook
Thornton Tomasetti
401 North Michigan Ave
Riverfront Retail
Chicago, IL
LOGISTICS PLAN-
LO PLAZA LEVEL
AS-013

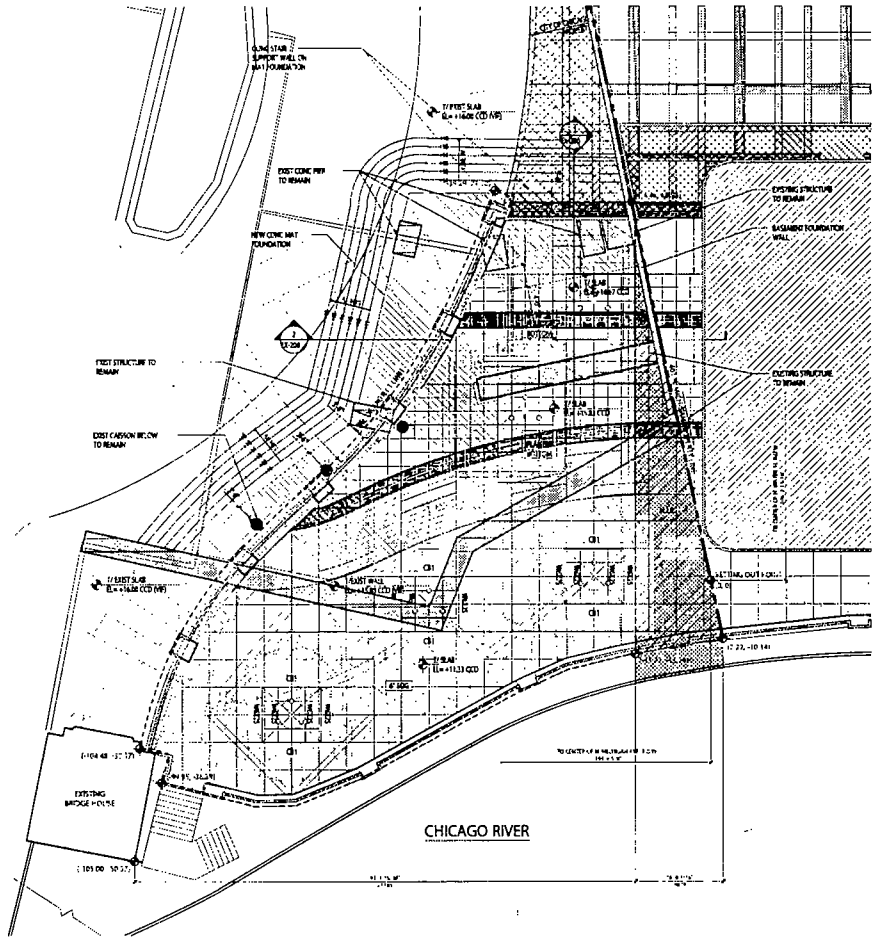
PLAN NOTES KEY PLAN

EXTENT OF NEW MAT FOUNDATION

EXTENT OF NEW CONCRETE SLAB ON GRADE

NEW CONCRETE WALL

EXISTING STRUCTURE TO REMAIN



1 CONCOURSE LEVEL (LEVEL B) STRUCTURAL PLAN
1/8" = 1'-0"

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Infrastructure Engineering, Inc.

Jacobs/Ryan Associates

Primera Engineers, Ltd

Schuler Shook

Thornton Tomasetti

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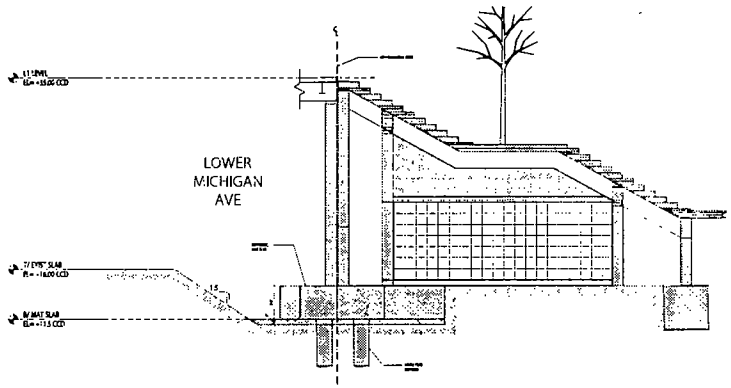
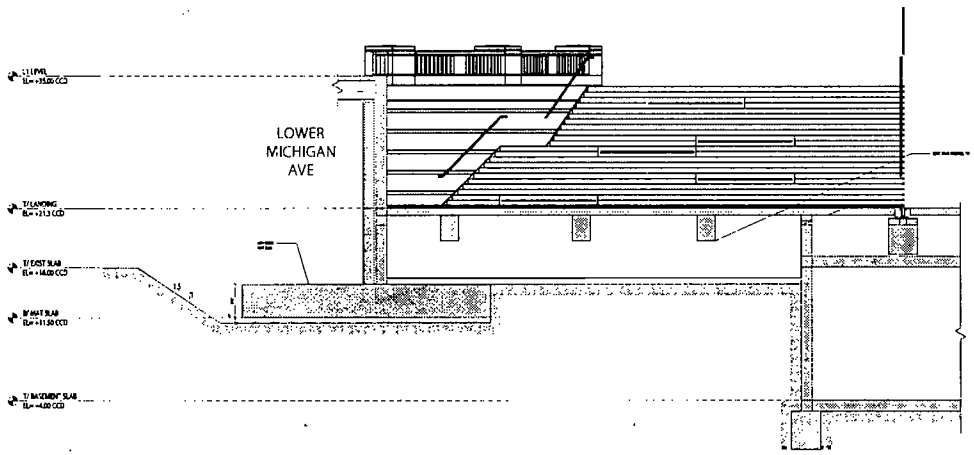
Chicago IL

EXCAVATION PLAN
LO RIVERWALK
LEVEL

EX-100



1 NORTH-SOUTH SECTION
1/4" = 1'-0"



2 EAST-WEST SECTION
1/4" = 1'-0"

Design Architect
Foster + Partners

Architect of Record / Interior Designer
Ross Barney Architects

Civil Consultant
Infrastructure
Engineering, Inc.

Landscape Consultant
Jacobs/Ryan Associates

Electrical Consultant
Primera Engineers, Ltd

Lighting Consultant
Schuler Shook

Structural Consultant
Thornton Tomasetti

Issued 12.14.2018

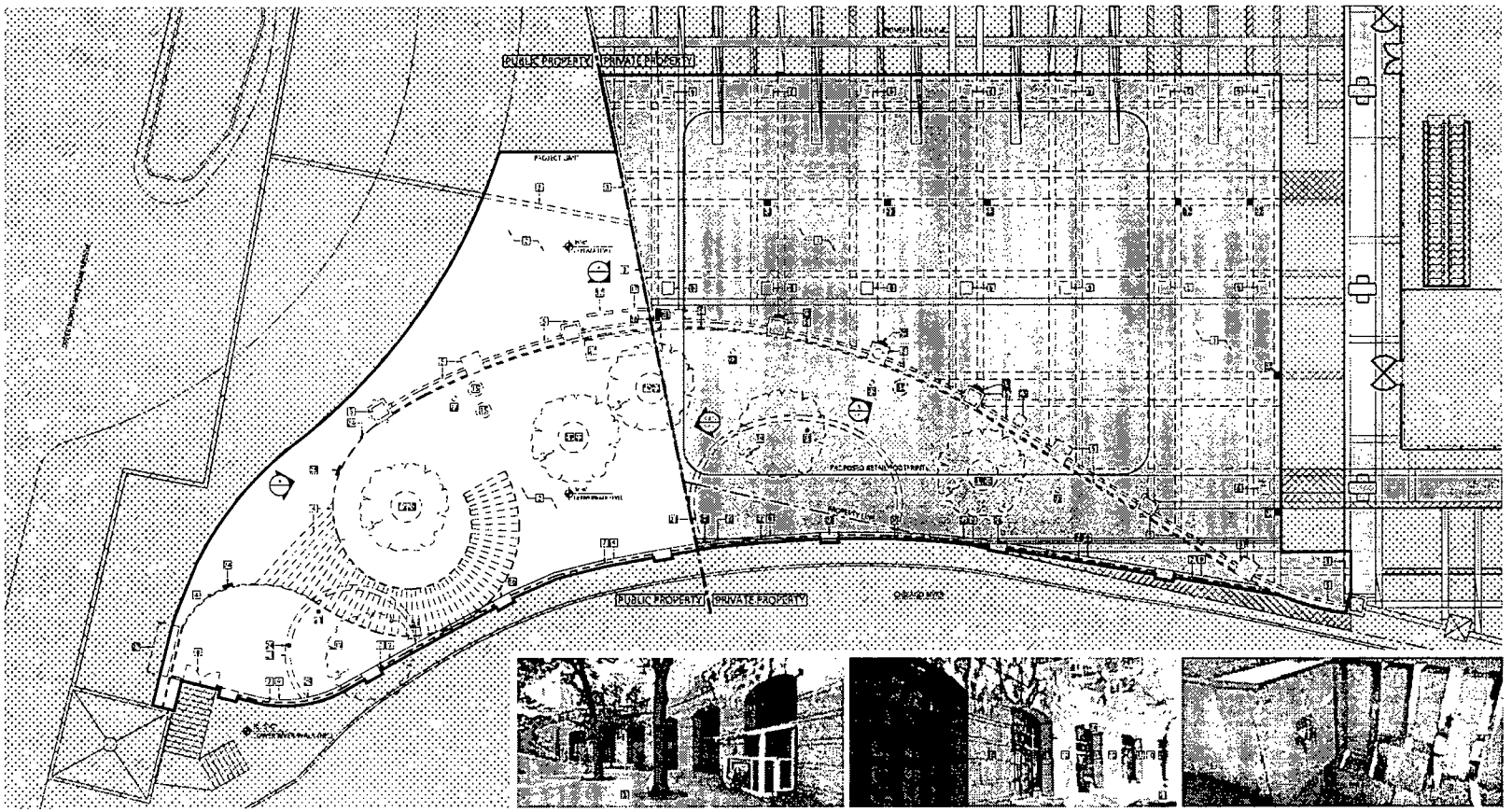
40 - North Michigan Ave
Riverfront Retail
Chicago, IL

Issued / Revised	Date
100% Design Development	12.14.18
Progress Set	11.29.18
© All Rights Set	10.19.18

Approved Date

EXCAVATION
SECTION DETAILS

EX-200



1 SITE DEMOLITION PLAN

2 EXISTING CONCOURSE LEVEL WALL & STAIR

3 EXISTING CONCOURSE LEVEL STOREFRONT

4 EXISTING PLAZA LEVEL COMPONENTS

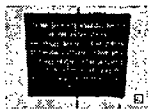
SHEET NOTES

DEMOLITION NOTES

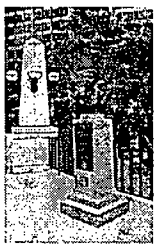
5 EXISTING PLAQUE

6 EXISTING PLAQUE

7 EXISTING PLAQUE



8 EXISTING PLAQUE



9 EXISTING STATUE

Design Architect
Foster + Partners

Architect of Record / Interior Architecture
Ross Barney Architects

Civil Consultant
Infrastructure Engineering, Inc.

Landscape Consultant
Jacobs/Ryan Associates

Electrical Consultant
Primera Engineers, Ltd

Lighting Consultant
Schuler Shook

Structural Consultant
Thornton Tomasetti

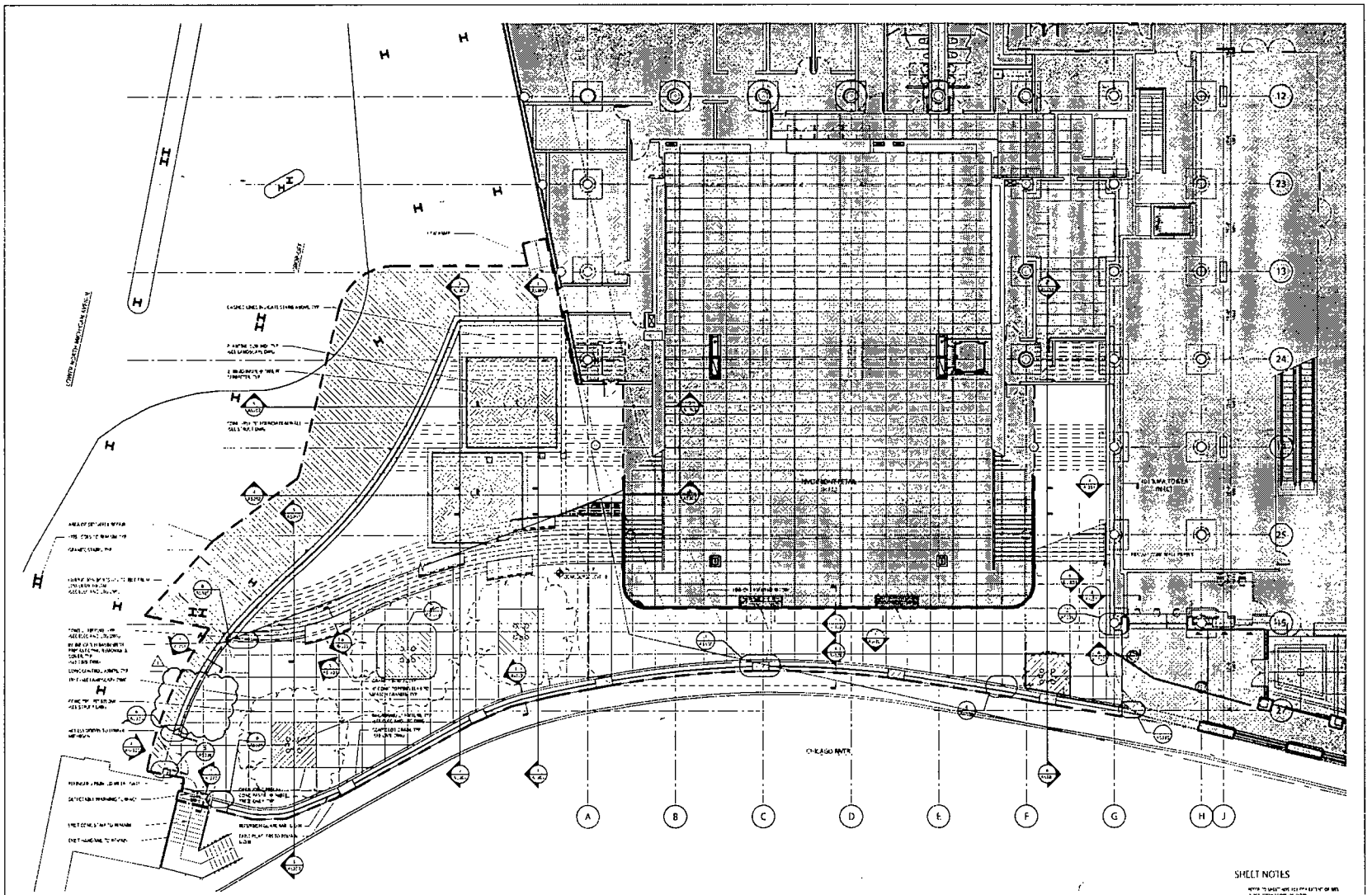
Project No. 14.20.05
401 North Michigan Ave
Riverfront Retail
Chicago, IL

Issued / Revised	Date
100% Design Development Submittal	10.24.13
Progress Set	11.26.13
CDOT Permit Set	12.16.13

Approved Date

SITE DEMOLITION PLAN

ADS-102



1 SITE PLAN - CONCOURSE LEVEL B

SHEET NOTES

Design Architect
Foster + Partners

Architect of Record
Ross Barney Architects

Infrastructure Engineering, Inc

Jacobs/Ryan Associates

Primera Engineers, Ltd

Schuler Shook

Thornton Tomasetti

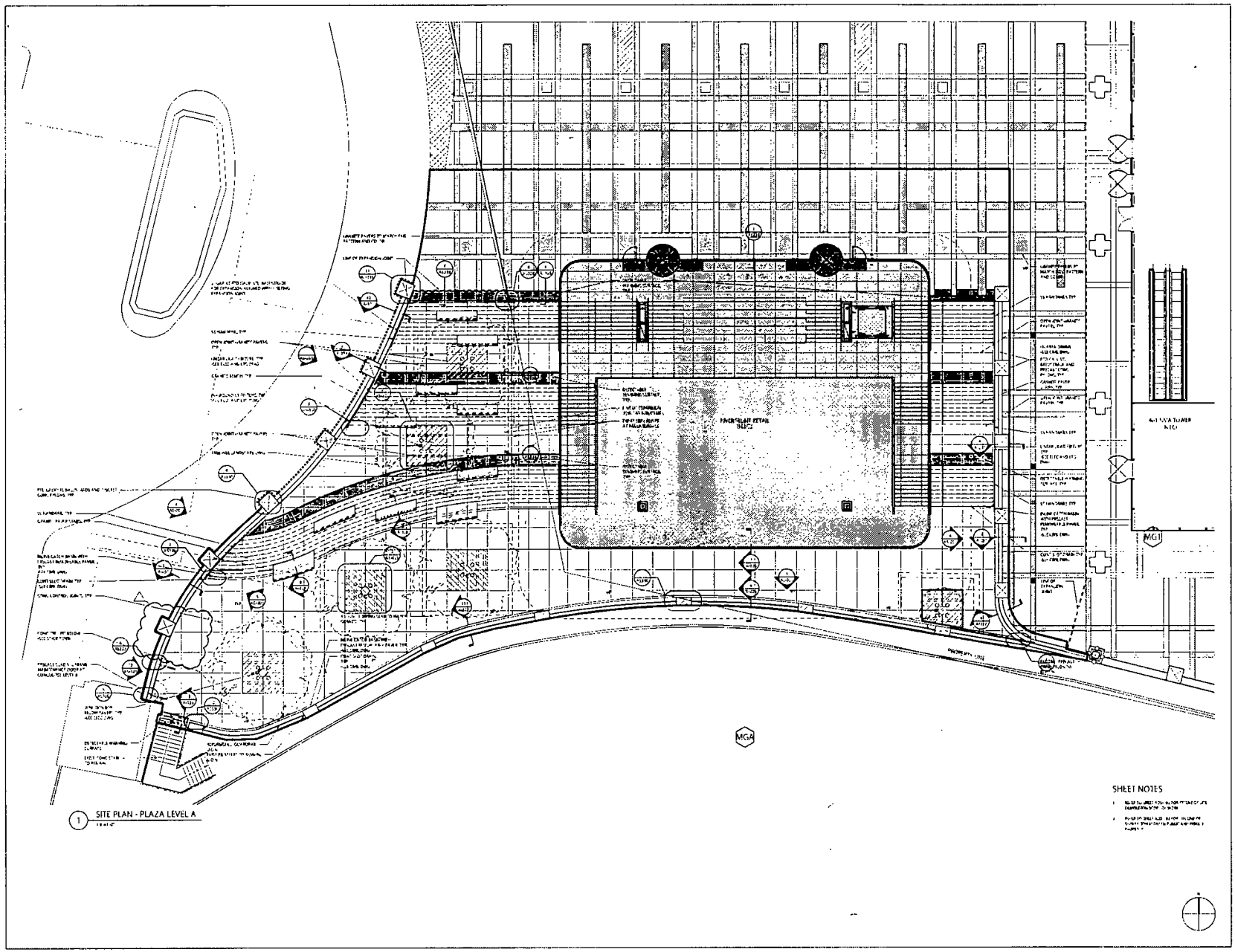
Simpson Gumpertz & Heger

Wiss, Janney Elstner Associates, Inc.

401 North Michigan Ave
Riverfront Retail
Chicago, IL

SITE PLAN
CONCOURSE LEVEL B

AS-102



1 SITE PLAN - PLAZA LEVEL A

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Primera Engineers, Ltd

Schuler Shook

Thornton Tomasetti

Simpson Gumpertz & Heger

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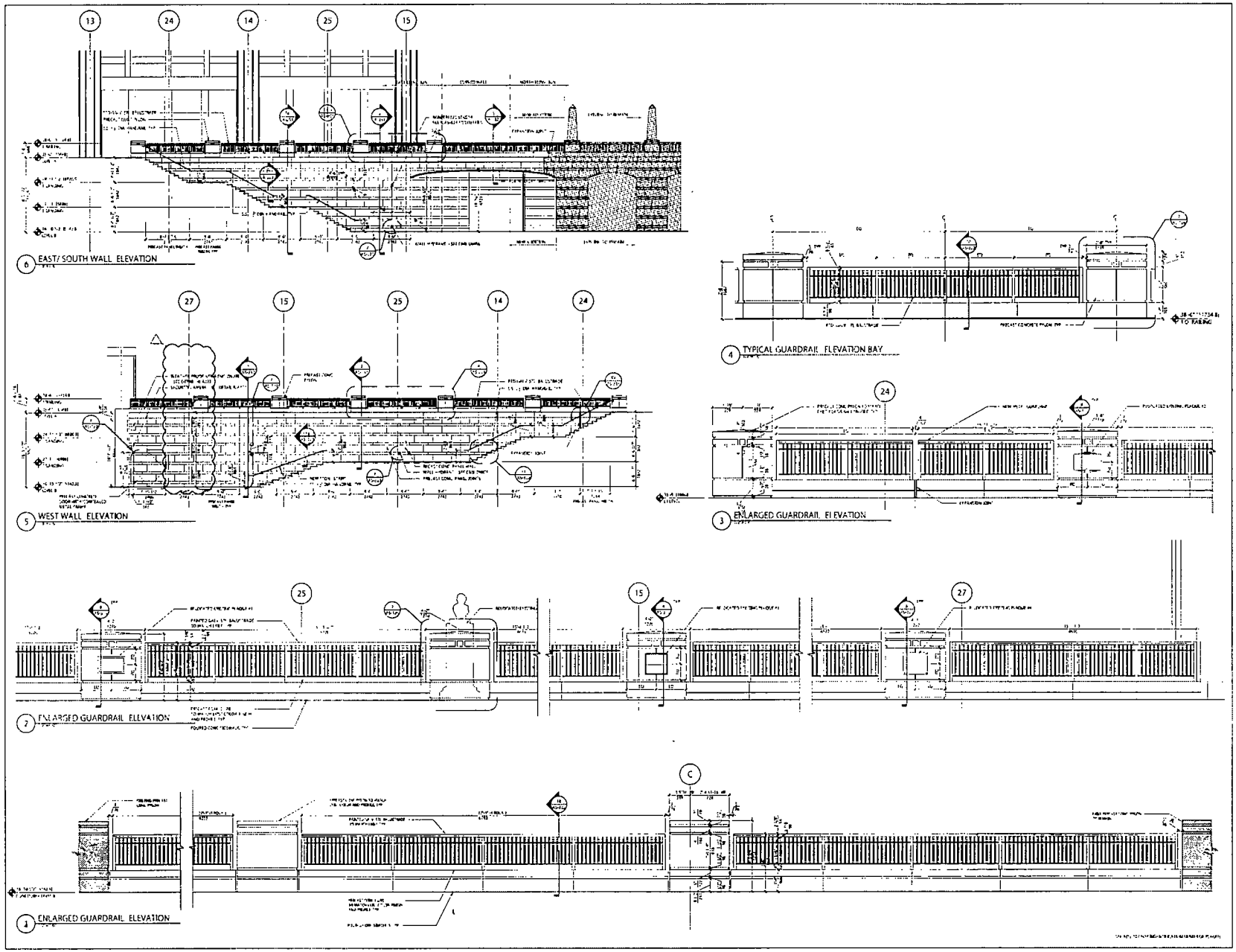
401 North Michigan Ave
Riverfront Retail
Chicago, IL

SITE PLAN
PLAZA LEVEL A

AS-103



Foster + Partners

Ross Barney Architects

Infrastructure Engineering, Inc

Jacobs/Ryan Associates

Primera Engineers, Ltd.

Schuler Shook

Thornton Tomasetti

Simpson Gumpertz & Heger

Wiss, Janney, Elstner Associates Inc

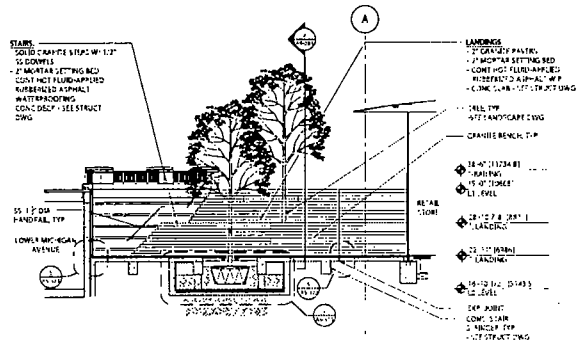
401 North Michigan Ave
Riverfront Retail
Chicago, IL

Issue / Submittal	Date
100% Design Development	10/28/13
Progress Set	11/15/13
CD01 Permit set	12/18/13
Permit Set Revision	01/21/14
99% CD Set	04/09/14
CD01 Permit Set REV1	05/29/14

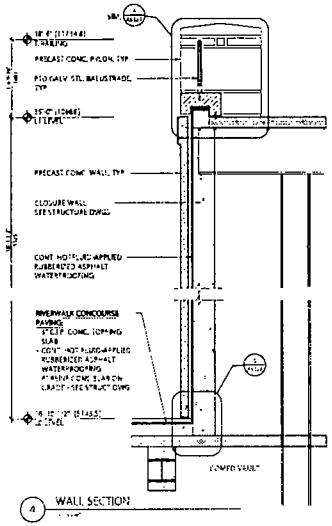
Approved	Date

ELEVATIONS

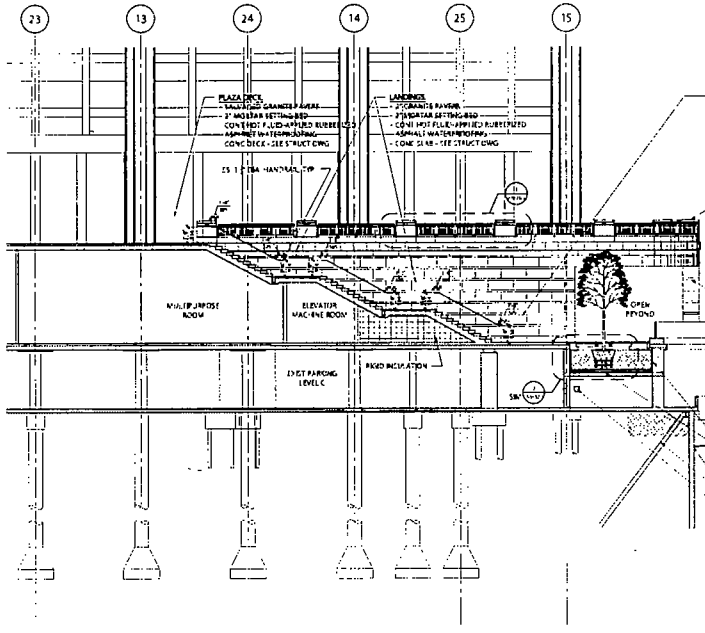
AS-201



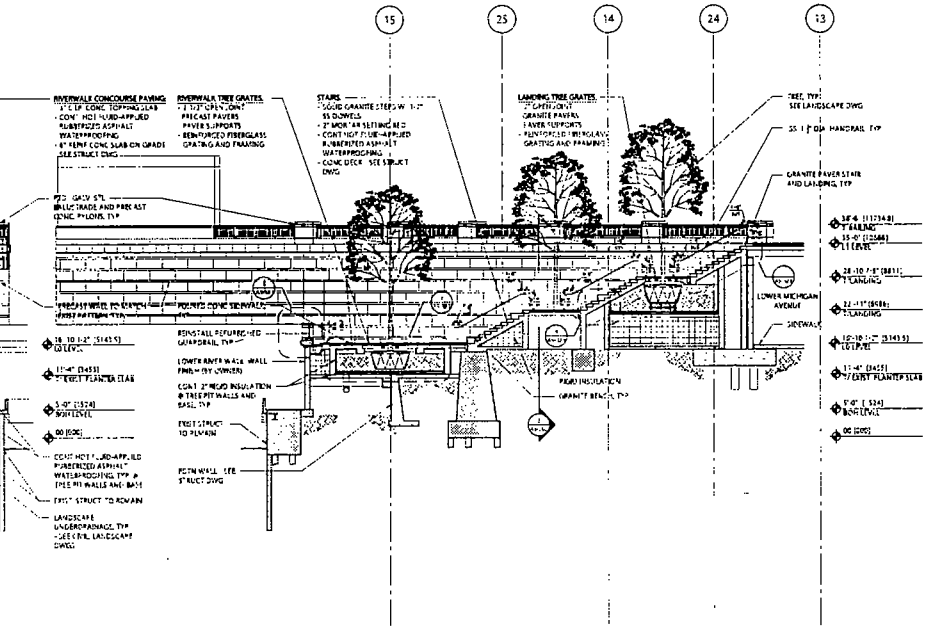
3 SITE SECTION THROUGH WEST STAIR



4 WALL SECTION



1 SITE SECTION THROUGH EAST STAIR



2 SITE SECTION THROUGH WEST STAIR

Design Architect
Foster + Partners

Architect of Record / Interior Architecture
Ross Barney Architects

Civil Engineer
Infrastructure Engineering, Inc.

Landscape Consultant
Jacobs/Ryan Associates

Electrical Consultant
Primera Engineers, Ltd.

Lighting Consultant
Schuler Shook

General Contractor
Thornton Tomasetti

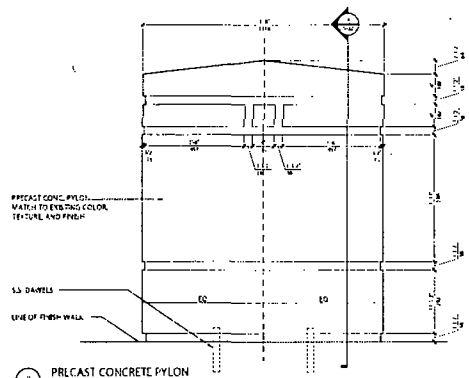
Project
401 North Michigan Ave
Riverfront Retail
Chicago, IL

Issued / Revision | Date
[illegible] | [illegible]
[illegible] | [illegible]
[illegible] | [illegible]

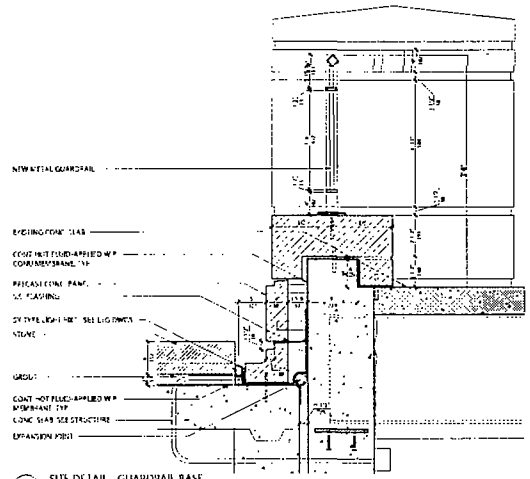
Approved | Date

SITE SECTIONS

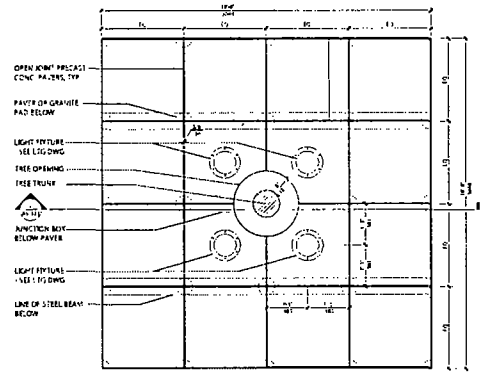
AS-202



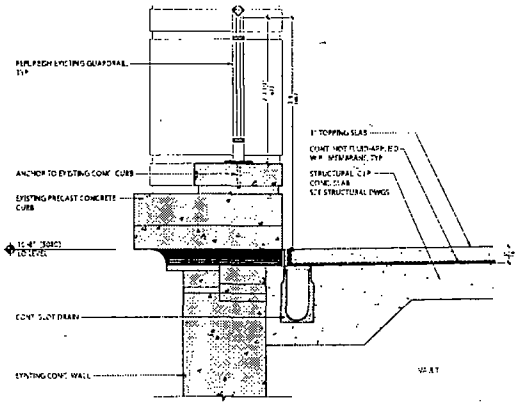
7 PRECAST CONCRETE PYLON



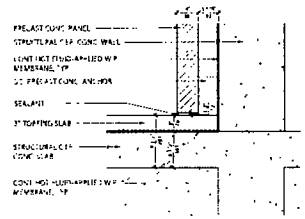
4 SITE DETAIL - GUARDRAIL BASE



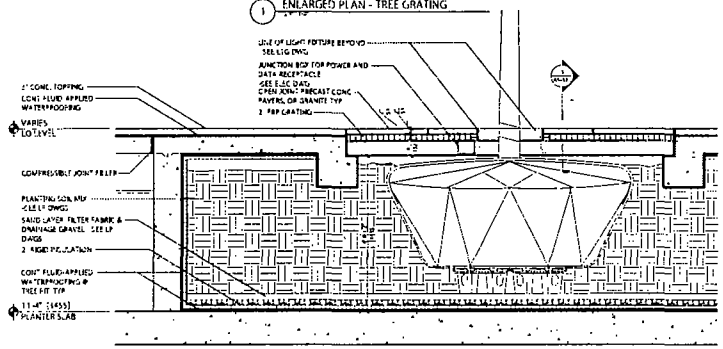
1 ENLARGED PLAN - TREE GRATING



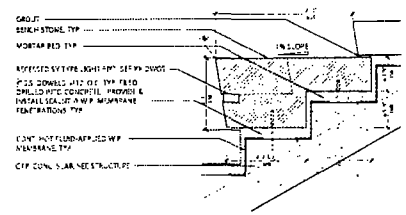
8 SITE DETAIL - EXISTING GUARDRAIL BASE



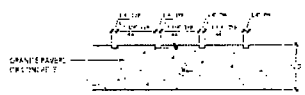
5 SITE DETAIL - WEST WALL BASE



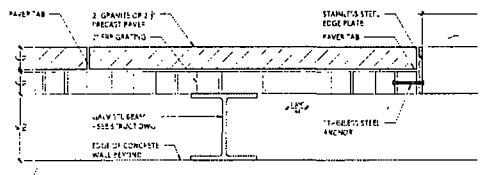
2 SITE DETAIL - TREE PIT



9 SITE DETAIL - STAIR BENCH TYP



6 DETECTABLE WARNING SURFACE



3 SITE DETAIL - TREE GRATING

Foster + Partners

Ross Barney Architects

Infrastructure Engineering, Inc.

Jacobs/Ryan Associates

Primera Engineers, Ltd.

Schuler Shook

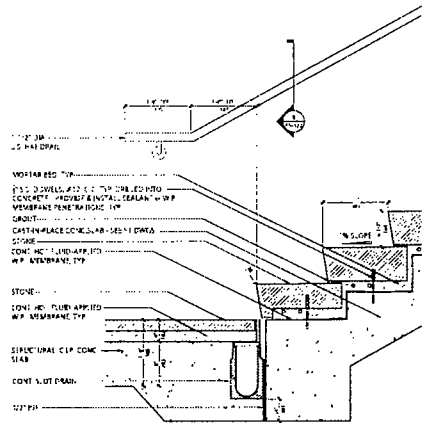
Thornton Tomasetti

Stamp

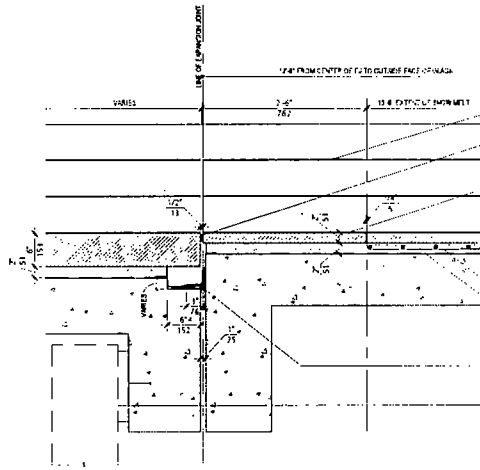
401 North Michigan Ave
Riverfront Retail
Chicago, IL

SITE DETAILS

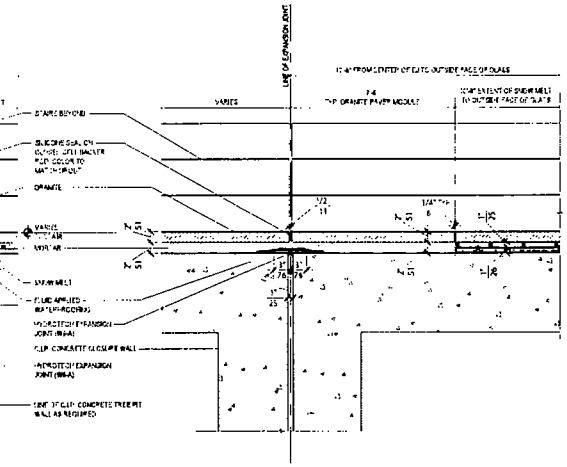
AS-321



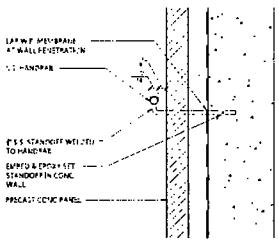
7 SITE DETAIL - STAIR LANDING



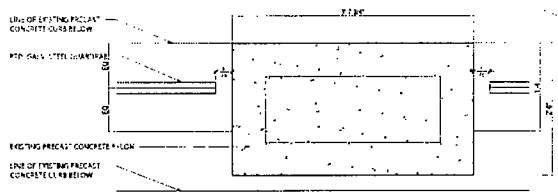
6 SITE DETAIL - EXPANSION JOINT @ STAIR AND TREE PIT



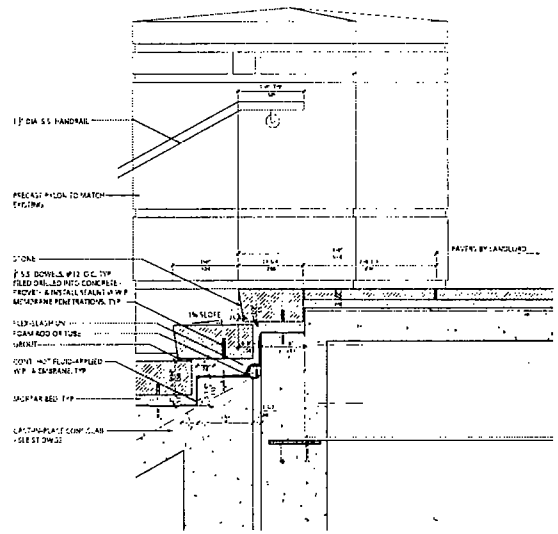
5 SITE DETAIL - EXPANSION JOINT @ STAIR LANDING TYP



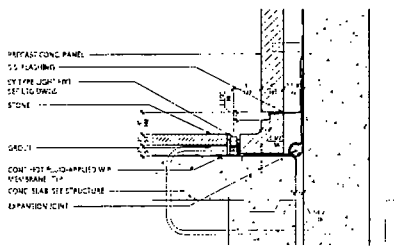
8 SITE DETAIL - HANDRAIL SECTION



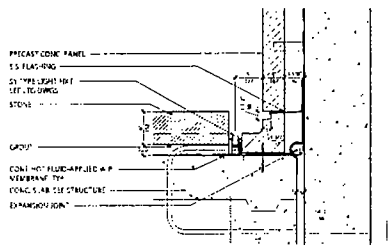
4 SITE DETAIL -BALUSTRADE, TYP



1 SITE DETAIL - STAIR PLAZA LEVEL A



3 SITE DETAIL - WEST WALL BASE @ LANDING



2 SITE DETAIL - WEST WALL BASE @ STAIR TREADS

Foster + Partners

Ross Barney Architects

Infrastructure Engineering, Inc.

Jacobs/Ryan Associates

Primera Engineers, Ltd

Schuler Shook

Thornton Tomasetti

401 North Michigan Ave
Riverfront Retail
Chicago, IL

SITE DETAILS

AS-322

GENERAL NOTES

[illegible]

CONCRETE REINFORCEMENT

[illegible]

STRUCTURAL STEEL

[illegible]

MISCELLANEOUS CASTINGS

[illegible]

MISCELLANEOUS METALS

[illegible]

ROUGH CARPENTRY

[illegible]

THERMAL INSULATION

[illegible]

ROOFING

[illegible]

SHEET METAL

[illegible]

FLASHING

[illegible]

SOFFITS

[illegible]

HOLLOW METAL DOORS AND FRAMES

[illegible]

WOOD DOORS

[illegible]

GLAZING

[illegible]

GYPSUM WALLBOARD

[illegible]

PAINTING

[illegible]

SIGNAGE

[illegible]

ELEVATOR

[illegible]

FIRE PROTECTION

[illegible]

PLUMBING

[illegible]

HVAC

[illegible]

ELECTRICAL

[illegible]

Foster + Partners

Ross Barney Architects

Infrastructure Engineering, Inc.

Jacobs/Ryan Associates

Primera Engineers, Ltd

Schuler Shook

Thornton Tomasetti Inc

401 North Michigan Ave
Riverfront Retail
Chicago IL

GENERAL NOTES

SS-000

SLAB/SLAB-ON-GRADE REINFORCEMENT LAP SPLICE LENGTH SCHEDULE (INCHES)

BAR SIZE	MIN BAR SPACING (INCHES)	TENSION (LTS) fc = 5 KSI
#4	5.500	25
#5	5.375	38
#6	5.250	51
#7	5.125	91
#8	5.000	101

FOOTING/MAT REINFORCEMENT LAP SPLICE LENGTH SCHEDULE (INCHES)

BAR SIZE	MIN BAR SPACING (INCHES)	TENSION LAP (LTS) fc = 5 KSI	
		TOP BARS	OTHER
#4	5.500	24	21
#5	5.375	29	25
#6	5.250	34	30
#7	5.125	53	44
#8	5.000	58	51

GRADE BEAM/BEAM REINFORCEMENT LAP SPLICE LENGTH SCHEDULE (INCHES)

BAR SIZE	MIN BAR SPACING (INCHES)	TENSION (LTS) fc = 5 KSI	
		TOP BARS	OTHER
#4	1.500	38	35
#5	1.625	47	47
#6	1.750	58	[illegible]
#7	1.875	82	74
#8	2.000	94	84

WALL REINFORCEMENT - VERTICAL BARS LAP SPLICE LENGTH SCHEDULE (INCHES)

BAR SIZE	MIN BAR SPACING (INCHES)	TENSION (LTS) fc = 5 KSI	COMPRESSION (LCS)
#4	5.500	21	15
#5	5.375	[illegible]	19
#6	5.250	[illegible]	[illegible]
#7	5.125	[illegible]	27
#8	5.000	72	30

WALL REINFORCEMENT - HORIZONTAL BARS LAP SPLICE LENGTH SCHEDULE (INCHES)

BAR SIZE	MIN BAR SPACING (INCHES)	TENSION (LTS) fc = 5 KSI	COMPRESSION (LCS)
#4	5.500	[illegible]	15
#5	5.375	48	[illegible]
#6	5.250	[illegible]	[illegible]
#7	5.125	105	27
#8	5.000	131	30
#9	4.875	156	34
#10	4.750	189	39
#11	4.625	221	43

DEVELOPMENT LENGTH SCHEDULE (INCHES)

BAR SIZE	MIN BAR SPACING (INCHES) (MAX(1,db) + db)	TENSION: NOTED AS Ld ON DRAWINGS fc = 5 KSI	TENSION: NOTED AS Ldh ON DRAWINGS fc = 5 KSI	COMPRESSION: NOTED AS Ldc ON DRAWINGS fc = 5 KSI
#3	1.375	12	9	8
#4	1.500	26	11	[illegible]
#5	1.625	33	14	12
#6	1.750	39	16	[illegible]
#7	1.875	57	19	16
#8	2.000	65	21	18
#9	2.375	72	24	21
#10	2.625	81	27	23
#11	2.875	90	29	25

Foster + Partners

Ross Barney Architects

Infrastructure Engineering, Inc.

Jacobs/Ryan Associates

Primera Engineers, Ltd

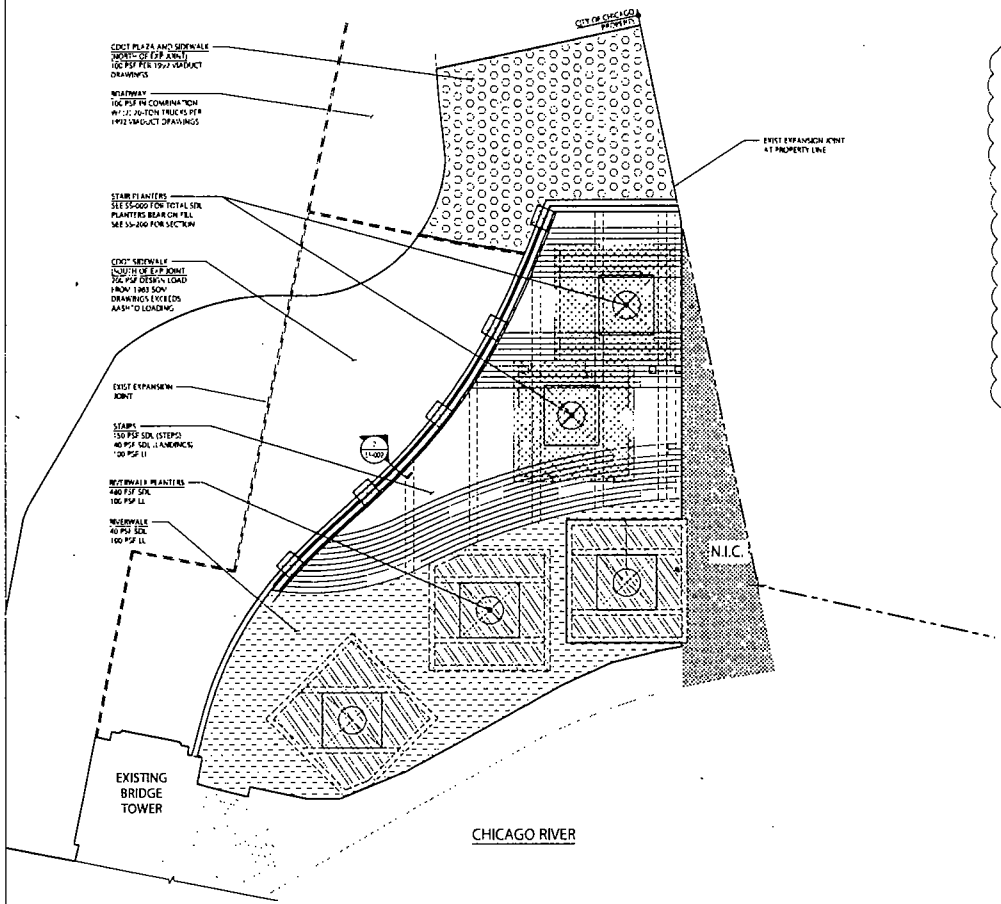
Schuler Shook

Thornton Tomasetti, Inc

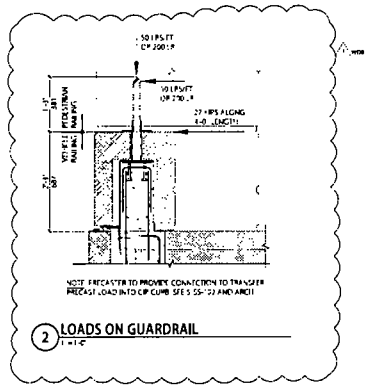
401 North Michigan Ave
Riverfront Retail
Chicago IL

GENERAL NOTES AND LAP SPLICE SCHEDULES

SS-001

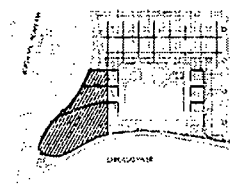


1 LOADING DIAGRAM
1/8" = 1'-0"



2 LOADS ON GUARDRAIL
1" = 1'-0"

KEY PLAN



Architect
Foster + Partners

Architectural Consultant
Ross Barney Architects

Civil Consultant
Infrastructure Engineering, Inc.

Landscape Consultant
Jacobs/Ryan Associates

Electrical Consultant
Primera Engineers, Ltd.

Lighting Consultant
Schuler Shook

Structural Consultant
Thornton Tomasetti, Inc

Exp. 11-30-2016

Issued: 12/09/2015

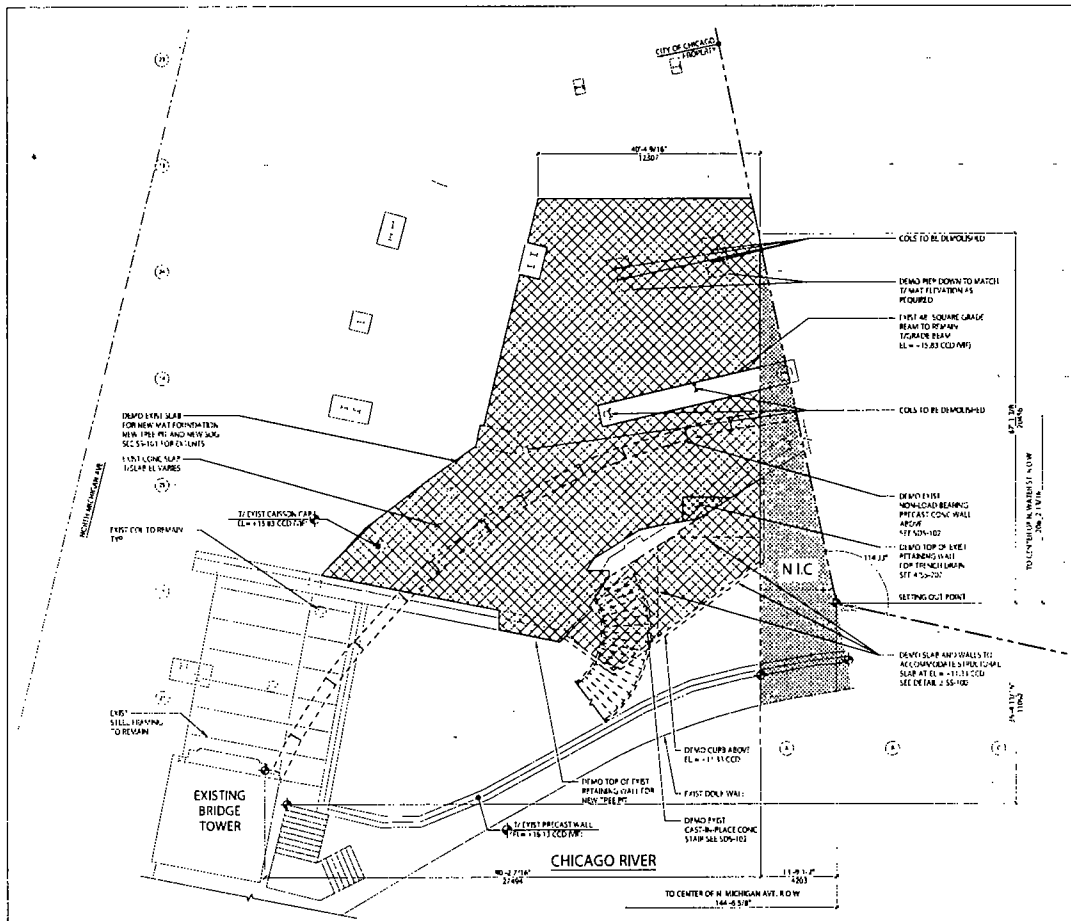
401 North Michigan Ave
Riverfront Retail
Chicago IL

Issued / Revised	Date
Progress Set	11/13/15
CDOT Permit Set	11/13/15
95% CD Set	03/03/16
CDOT Permit Set REV 1	03/29/16

Addendum	Date

LOADING DIAGRAM

SS-002



1 CONCOURSE LEVEL (LEVEL B) STRUCTURAL DEMO PLAN

SHEET NOTES

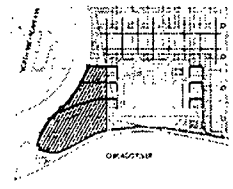
RIVERWALK CONSTRUCTION SEQUENCE

1. DEMO AND PREP AREAS ADJACENT TO EXISTING HISTORIC RETAINING WALL (ELEMENTS NOTED ON DRAWINGS).
2. BACKFILL AND INSTALL RIGID INSULATION.
3. REMOVE EXISTING OVERBURDEN ON RIVERWALK PLAZA STRUCTURE.
4. CAST NEW CURBS TO DEFINE PLANTER AREAS.
5. CAST NEW SLAB ON GRADE AND SUSPENDED SLAB AND BEAMS IN PLANTERS.
6. INSTALL GALVANIZED STEEL BEAMS AND PAVER GRID.

STAIR CONSTRUCTION SEQUENCE

1. DEMO AND EXCAVATE AREA OF NEW MAT SLAB.
2. CAST MAT SLAB.
3. CAST NEW VIADUCT SUPPORT WALL.
4. DEMO EXISTING VIADUCT AS INDICATED ON PLAN. LOAD TRANSFER FROM VIADUCT FRAMING TO NEW SUPPORT WALL OCCURS.
5. CAST NEW STAIR STRUCTURE.

KEY PLAN



Architect
Foster + Partners

Architect of Consultant
Ross Barney Architects

Civil Consultant
Infrastructure Engineering, Inc.

Landscape Consultant
Jacobs/Ryan Associates

Mechanical Consultant
Primera Engineers, Ltd

Lighting Consultant
Schuler Shook

Structural Consultant
Thornton Tomasetti, Inc

Exp. 12-30-2016

Signed: 12/30/2015

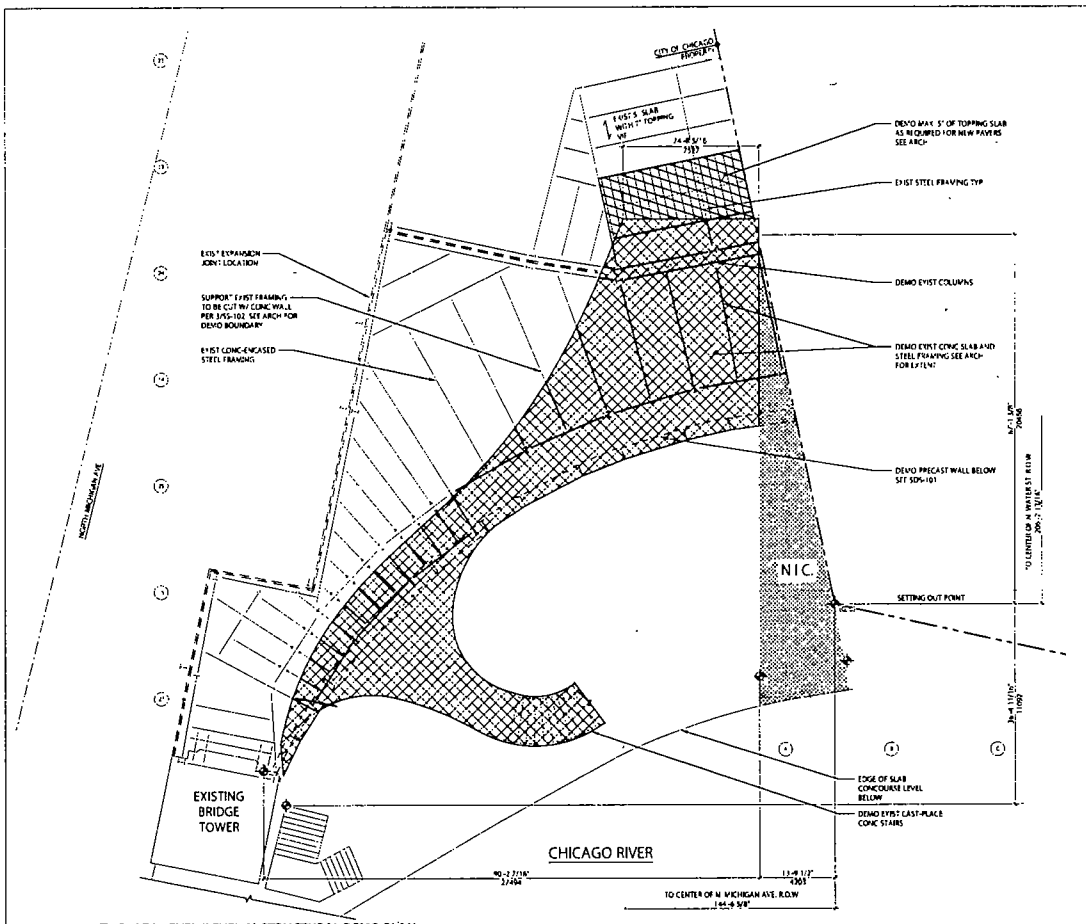
401 North Michigan Ave
Riverfront Retail
Chicago IL

Issued / Revised	Date
100% Design Development	10/28/13
Progress Set	12/20/13
CDP Permit Set	12/20/13
95% CD Set	03/07/14
CDOT Permit Set Rev 1	03/27/14

Approved Date

STRUCTURAL DEMO PLAN
CONCOURSE
(LEVEL B)

SDS-101



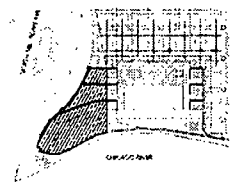
1 PLAZA LEVEL (LEVEL A) STRUCTURAL DEMO PLAN
1/8" = 1'-0"

SHEET NOTES

STAIR CONSTRUCTION SEQUENCE

1. DEMO AND EXCAVATE AREA OF NEW MAT SLAB
2. CAST MAT SLAB
3. CAST NEW VIADUCT SUPPORT WALL
4. DEMO EXISTING VIADUCT AS INDICATED ON PLAN. LOAD TRANSFER FROM VIADUCT FRAMING TO NEW SUPPORT WALL OCCURS
5. CAST NEW STAIR STRUCTURE

KEY PLAN



Architect
Foster + Partners

Architect of Consultation
Ross Barney Architects

Civil Consultant
Infrastructure Engineering, Inc.

Landscape Consultant
Jacobs/Ryan Associates

Structural Consultant
Primera Engineers, Ltd.

Lighting Consultant
Schuler Shook

Mechanical Consultant
Thornton Tomasetti, Inc.

Issued: 12.09.2015

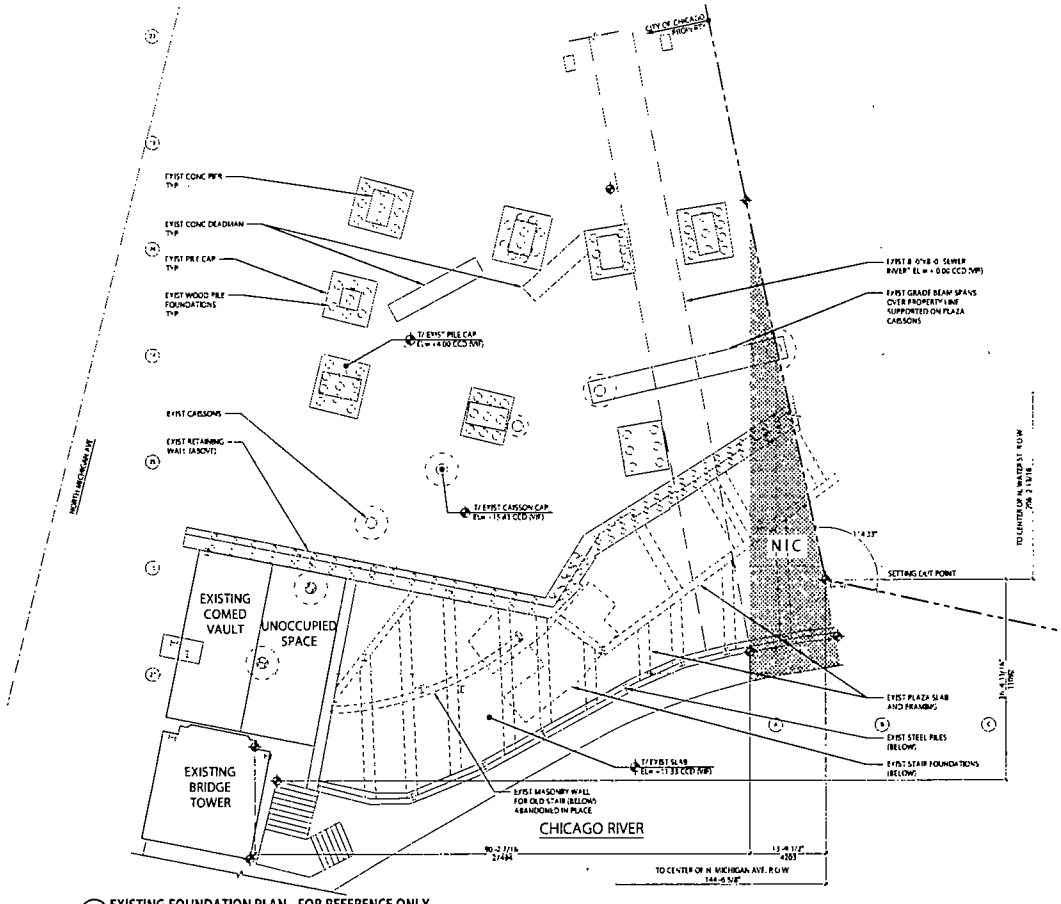
401 North Michigan Ave
Riverfront Retail
Chicago IL

Issue / Revision	Date
100% Design Development	10/30/15
Progress Set	11/20/15
1.75% Permit Set	12/18/15
95% CD Set	2/26/16
1.50% Permit Set RFI	03/29/16

Approved Date

STRUCTURAL DEMO PLAN
PLAZA
(LEVEL A)

SDS-102



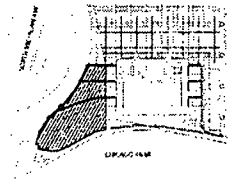
1 EXISTING FOUNDATION PLAN - FOR REFERENCE ONLY
1/8" = 1'-0"

SHEET NOTES

RIVERWALK CONSTRUCTION SEQUENCE

1. DEMO AND PREP AREAS ADJACENT TO EXISTING HISTORIC RETAINING WALL (EXTENTS NOTED ON DRAWINGS)
2. BACKFILL AND INSTALL RIGID INSULATION.
3. REMOVE EXISTING OVERBURDEN ON RIVERWALK PLAZA STRUCTURE.
4. CAST NEW CURBS TO DEFINE PLANTER AREAS
5. CAST NEW SLAB ON GRADE AND SUSPENDED SLAB AND BEAMS IN PLANTERS
6. INSTALL GALVANIZED STEEL BEAMS AND PAVER GRID

KEY PLAN



Architect
Foster + Partners

Architectural Consultant
Ross Barney Architects

Civil Consultant
Infrastructure Engineering, Inc.

Landscape Consultant
Jacobs/Ryan Associates

Electrical Consultant
Primera Engineers, Ltd.

Lighting Consultant
Schuler Shook

Structural Consultant
Thornton Tomasetti, Inc

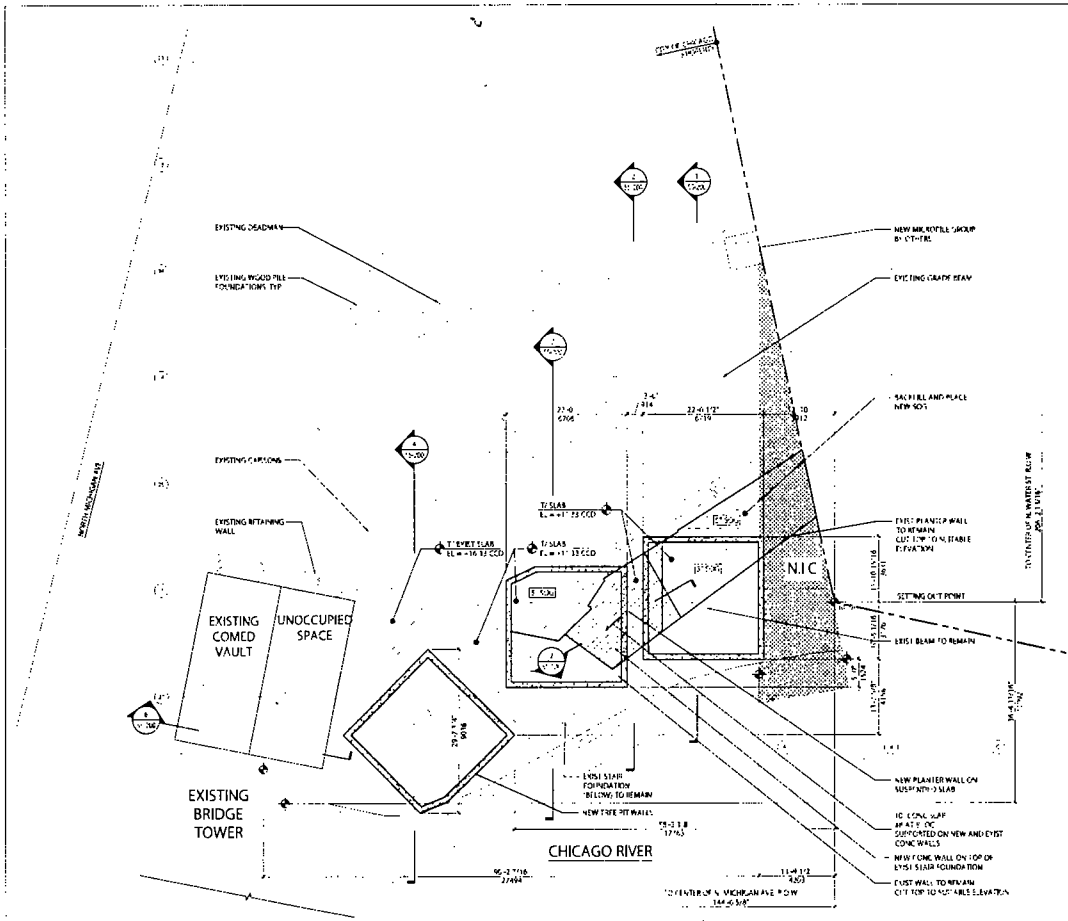
401 North Michigan Ave
Riverfront Retail
Chicago IL

Issued / Revised	Date
CD01 Permit Set	12/19/15
95% CD Set	02/05/16
CD02 Permit Set RFI 1	03/29/16

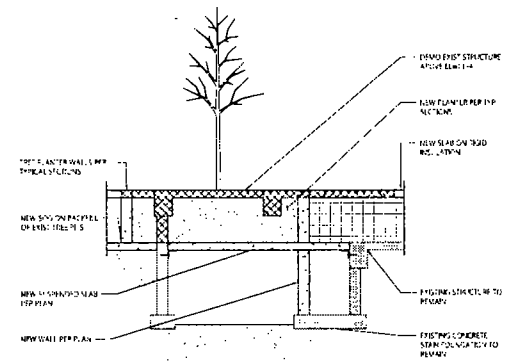
Approved Date

EXISTING FOUNDATION REFERENCE PLAN

SS-050



1 PLAN AT ELEVATION 11'-4" CCD



2 SECTION THRU EXISTING PLANTER AREA

SHEET NOTES

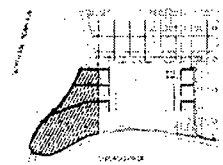
1 TREE PIT WALL BEAMS GALVANIZED
2 EPOXY COAT ALL REBAR CONN

EXTENTS OF NEW CONCRETE SLAB ON GRADE
EXTENTS OF NEW CONCRETE SUSPENDED SLAB
NEW CONCRETE WALL

RIVERWALK CONSTRUCTION SEQUENCE

1 DEMO AND PREP AREAS ADJACENT TO EXISTING HISTORIC RETAINING WALL (SEE NOTES ON DRAWINGS)
2 BACKFILL AND INSTALL RIP RAP INSTALLATION
3 REMOVE EXISTING ENTRANCE ON RIVERWALK PLAZA STRUCTURE
4 CAST NEW CURBS TO DEFINE PLANTER AREAS
5 CAST NEW SLAB ON GRADE AND SUSPENDED SLAB AND PLANTS IN PLANTERS
6 INSTALL GALVANIZED STEEL BEAMS AND PAVER YARD

KEY PLAN



Architect
Foster + Partners

Architect of Record
Ross Barney Architects

Civil Consultant
Infrastructure Engineering, Inc.

Landscape Consultant
Jacobs/Ryan Associates

Electrical Consultant
Primera Engineers, Ltd

Lighting Consultant
Schuler Shook

Structural Consultant
Thornton Tomasetti Inc

Regional Seal

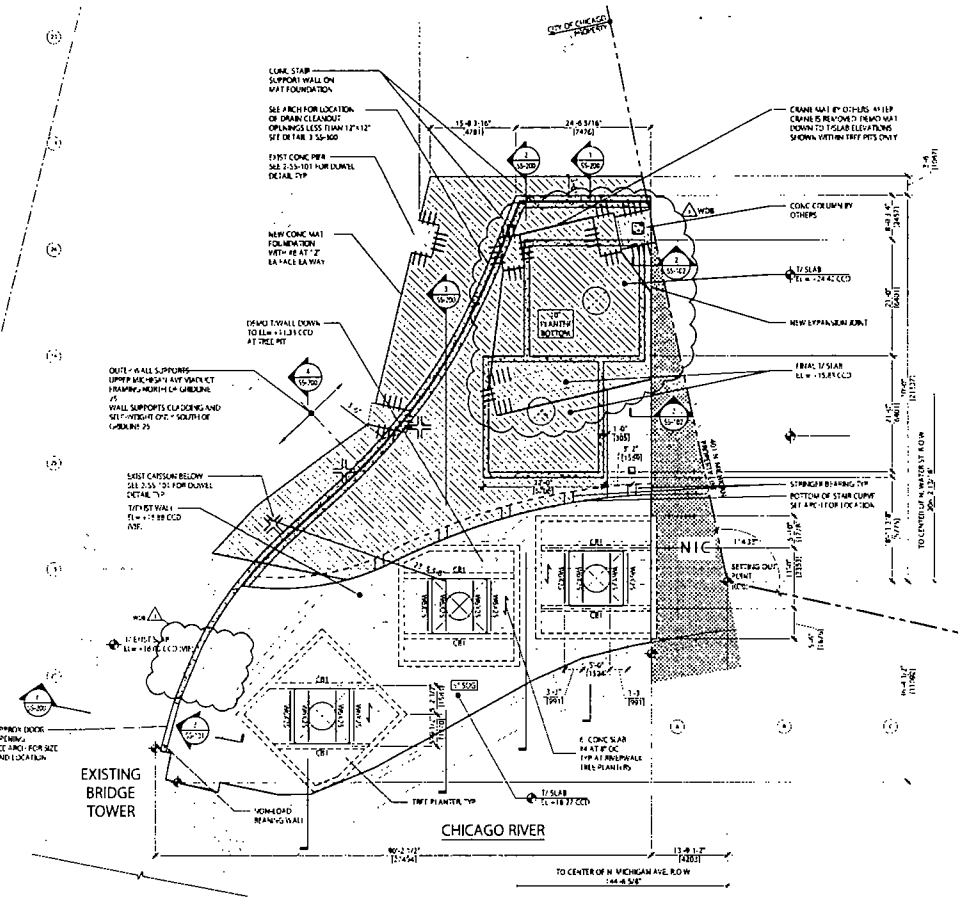
401 North Michigan Ave
Riverfront Retail
Chicago IL

Issued / Revised	Date
100% Design Development	08/29/13
Progress Set	12/06/13
CD 50% Check Set	02/14/14
RFP Update	03/07/14
CD 100% Permit Set REV	03/28/14

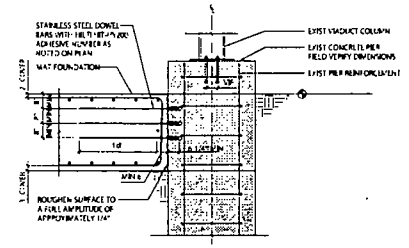
Approved Date

FOUNDATION PLAN

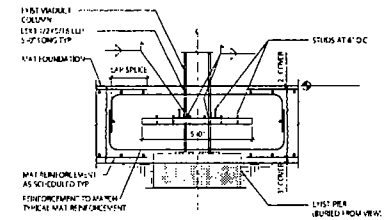
SS-100



1 CONCOURSE LEVEL (LEVEL B) STRUCTURAL PLAN
1/8" = 1'-0"

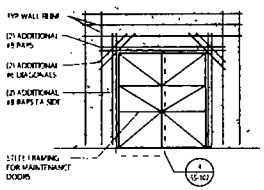


2A EXIST. PIER (SIM AT CAISSON CAP)
1/2" = 1'-0"

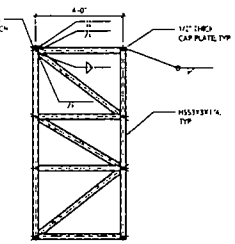


2B COLUMN W/O PIER (OR BURIED PIER)
1/2" = 1'-0"

2 MAT DOWEL DETAILS



3 DETAIL AT MAINTENANCE DOOR OPENING
1/4" = 1'-0"



4 DETAIL AT MAINTENANCE DOOR FRAME
1/2" = 1'-0"

SHEET NOTES

1. SEE SHEET SS-201 FOR DESIGN LOADS ON EXISTING FOUNDATIONS
2. CB1 DENOTES NEW 18"x18" REINF CONCRETE BEAM.
3. NEW CONC WALLS 12" THICK REINF RS AT 12" EA WAY EA FACE

EXTENTS OF NEW MAT FOUNDATION
EXTENTS OF NEW CONCRETE SLAB ON GRADE
NEW CONCRETE WALL

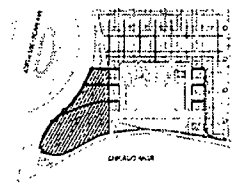
RIVERWALK CONSTRUCTION SEQUENCE

1. DEMO AND PREP AREAS ADJACENT TO EXISTING HISTORIC RETAINING WALL (EXTENTS NOTED ON DRAWINGS)
2. BACKFILL AND INSTALL RIGID INSULATION
3. REMOVE EXISTING OVERGROWN ON RIVERWALK PLAZA STRUCTURE
4. CAST NEW CURBS TO DRAIN PLANTER AREAS
5. CAST NEW SLAB ON GRADE AND SUSPENDED SLAB AND BEAMS IN PLANTERS
6. INSTALL GALVANIZED STEEL BEAMS AND PAVER GRID

STAIR CONSTRUCTION SEQUENCE

1. DEMO AND EXCAVATE AREA OF NEW MAT SLAB.
2. CAST MAT SLAB. LEAVE POUR STRIPS FOR CONNECTION TO EXISTING FOUNDATIONS
3. CAST NEW VIADUCT SUPPORT WALL.
4. FILL POUR STRIPS, CONNECTING MAT TO EXISTING FOUNDATIONS FOR SETTLEMENT CONTROL
5. DEMO EXISTING VIADUCT AS INDICATED ON PLAN. LOAD TRANSFER FROM VIADUCT FRAMING TO NEW SUPPORT WALL OCCURS.
6. CAST NEW STAIR STRUCTURE.

KEY PLAN



Architect
Foster + Partners

Architectural Consultant
Ross Barney Architects

Civil Consultant
Infrastructure Engineering, Inc.

Landscape Consultant
Jacobs/Ryan Associates

Electrical Consultant
Primera Engineers, Ltd

Lighting Consultant
Schuler Shook

Structural Consultant
Thornton Tomasetti, Inc

Issued: 12/09/2015

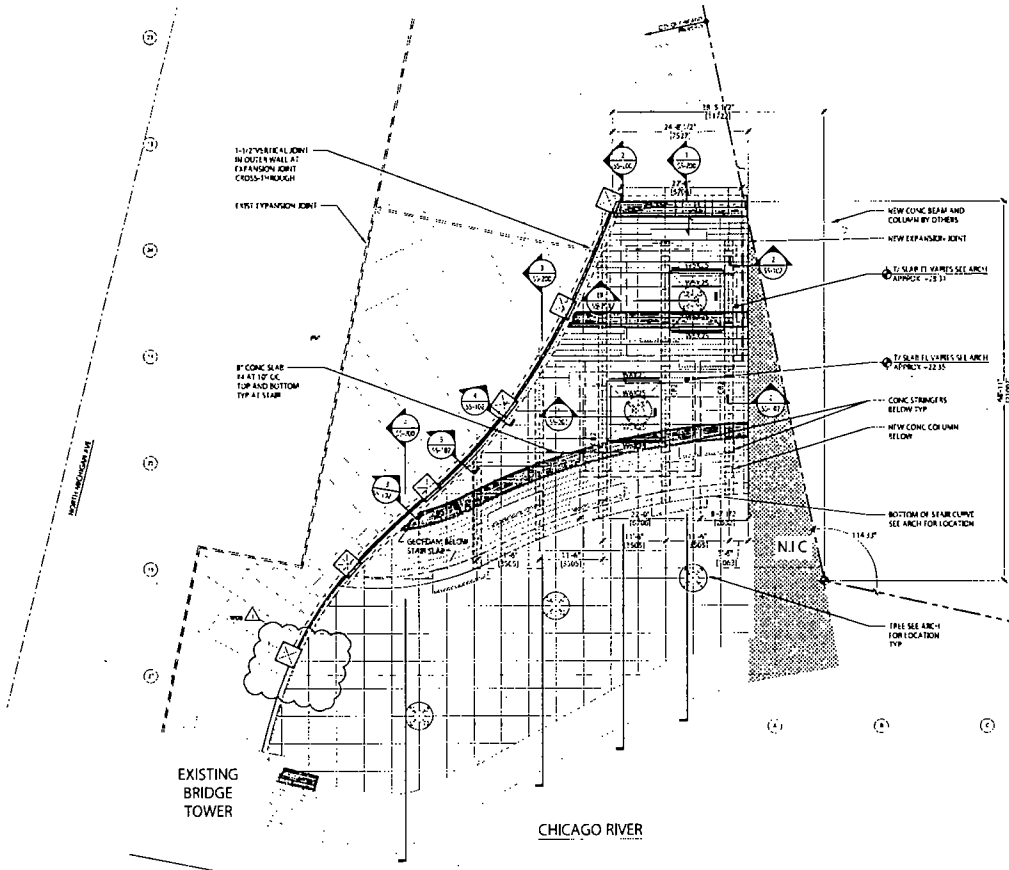
401 North Michigan Ave
Riverfront Retail
Chicago, IL

Issued / Revised	Date
100% Design Development	10/26/15
Progress Set	11/20/15
CD 90% Permit Set	12/18/15
95% CD Set	03/25/16
CDOT Permit Set 100%	05/20/16

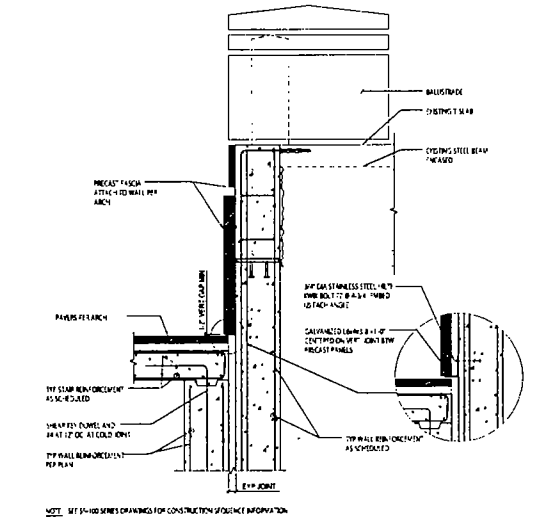
Approved Date

STRUCTURAL PLAN
CONCOURSE
(LEVEL B)

SS-101

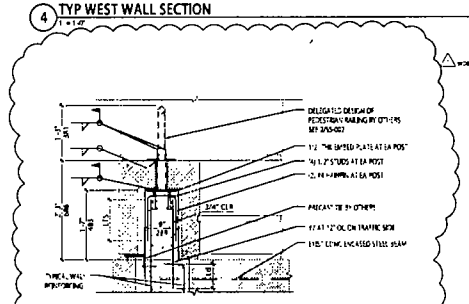


1 PLAZA LEVEL (LEVEL A) STRUCTURAL PLAN
1/8" = 1'-0"

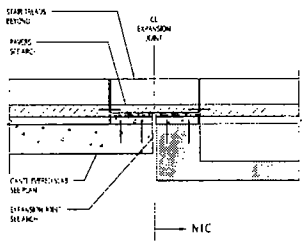


NOTE: SEE S4-100 SERIES DRAWINGS FOR CONSTRUCTION SEQUENCE INFORMATION

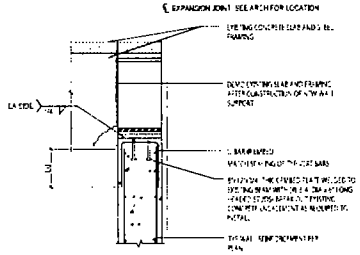
4 TYP WEST WALL SECTION
1" = 1'-0"



5 GUARDRAIL POST
1" = 1'-0"



2 DETAIL AT EXPANSION JOINT
1" = 1'-0"



3 EXISTING STEEL BEAM RE-SUPPORT
1" = 1'-0"

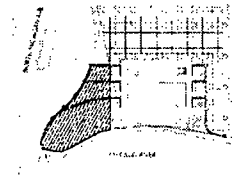
SHEET NOTES

1. TREE PIT BEAMS GALVANIZED
2. CONCRETE CONTRACTOR TO COORDINATE SLOPED SLAB ELEVATIONS WITH ARCH. DRAWINGS. SUBMIT SECTION DRAWINGS TO ENGINEER FOR APPROVAL PER GENERAL NOTES

STAIR CONSTRUCTION SEQUENCE

1. DEMO AND EXCAVATE AREA OF NEW WALL SLAB
2. CAST MAT SLAB CONNECT MAT TO EXISTING FOUNDATIONS FOR SETTLEMENT CONTROL
3. CAST NEW VIADUCT SUPPORT WALL
4. DEMO EXISTING VIADUCT AS INDICATED ON PLAN. LOAD TRANSFER FROM VIADUCT FRAMING TO NEW SUPPORT WALL OCCURS
5. CAST NEW STAIR STRUCTURE

KEY PLAN



Architect
Foster + Partners

Architectural Consultant
Ross Barney Architects

Civil Consultant
Infrastructure Engineering, Inc.

Landscape Consultant
Jacobs/Ryan Associates

Electrical Consultant
Primera Engineers, Ltd

Lighting Consultant
Schuler Shook

Structural Consultant
Thornton Tomasetti, Inc

Issued 12.09.2016

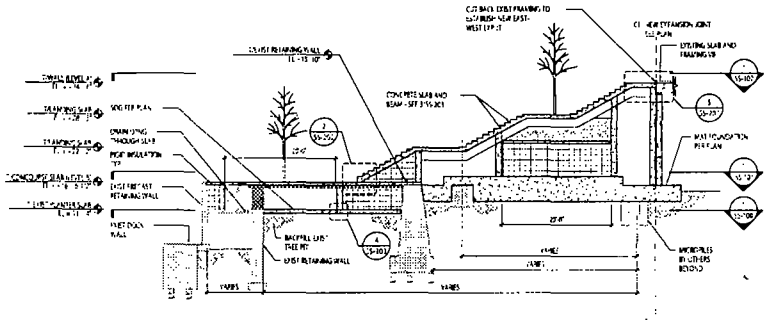
401 North Michigan Ave
Riverfront Retail
Chicago IL

Issued / Revision	Date
100% Design Development Submission	10.29.15
Progress Set	12.09.15
D.A.P. Report Set	1.29.16
40% Cost Set	4.04.16
CDOT Permit Set Rev 1	7.07.16

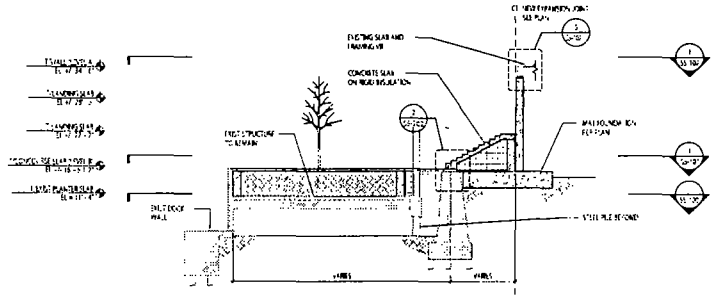
Approved	Date
—	

STRUCTURAL PLAN
PLAZA
(LEVEL A)

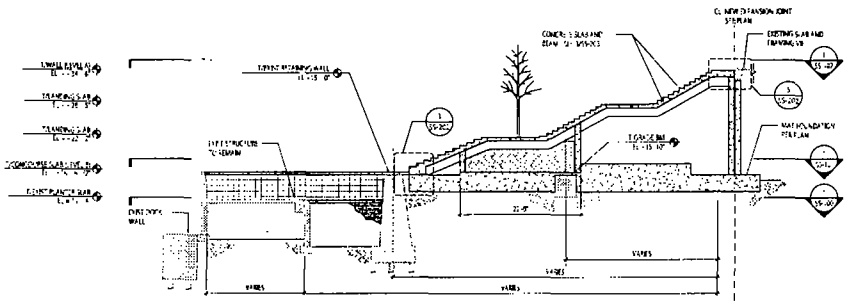
SS-102



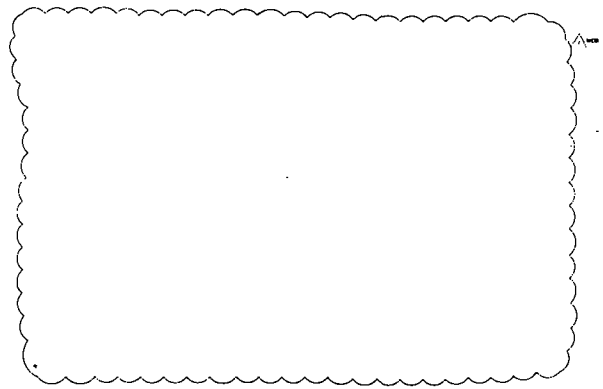
1 SECTION THROUGH EAST TREE PITS

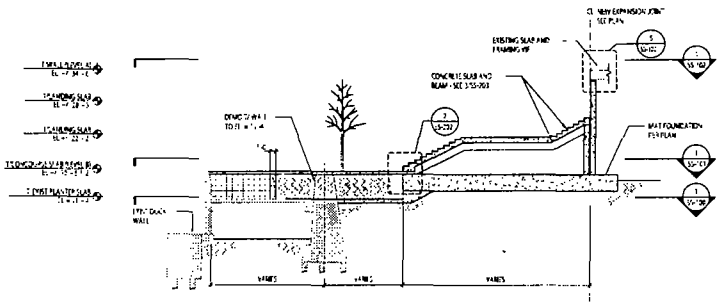


4 SECTION THROUGH WEST TREE PIT

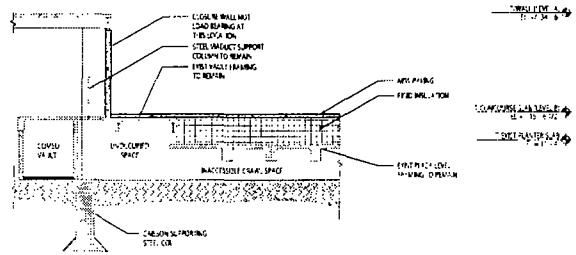


2 SECTION THROUGH TREE PIT AT LOWER STAIR LANDING





3 SECTION THROUGH TREE PIT ON EXISTING RETAINING WALL



6 SECTION THROUGH EXISTING VAULT AND CRAWL SPACE

Architect
Foster + Partners

Associate Local Consultant
Rosa Barney Architects

Civil Consultant
Infrastructure Engineering, Inc

Landscape Consultant
Jacobs/Ryan Associates

Mechanical Consultant
Primera Engineers, Ltd

Lighting Consultant
Schuler Shook

Structural Consultant
Thornton Tomasetti, Inc.

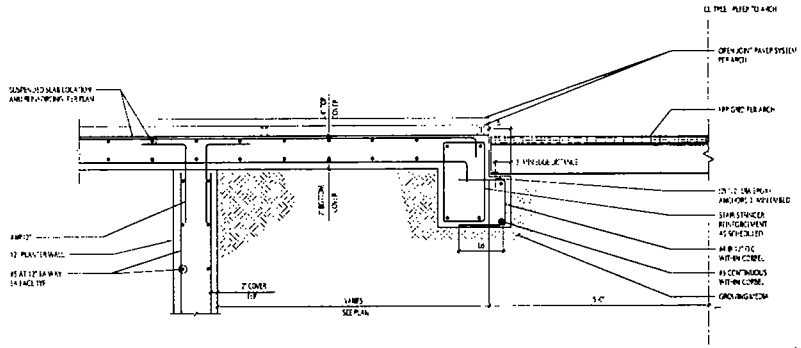
401 North Michigan Ave
Riverfront Retail
Chicago IL

Issued / Revised	Date
Program Set	11/20/15
CDOT Permit Set	1/18/15
95% C/ Set	05/01/16
CDOT Permit Set REV 1	07/29/16

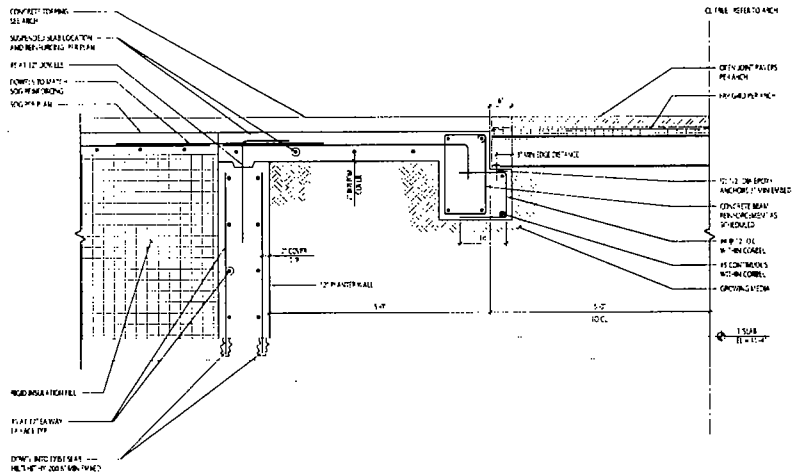
Approval Date

CONCRETE SECTIONS

SS-200



1 TYP DETAIL AT STAIR PLANTER
1 = 1'-0"



2 TYP DETAIL AT CONCOURSE PLANTER
1 = 1'-0"

Architect
Foster + Partners

Architectural Consultant
Ross Barney Architects

Civil Consultant
Infrastructure Engineering, Inc.

Landscape Consultant
Jacobs/Ryan Associates

Electrical Consultant
Primera Engineers, Ltd

Lighting Consultant
Schuler Shook

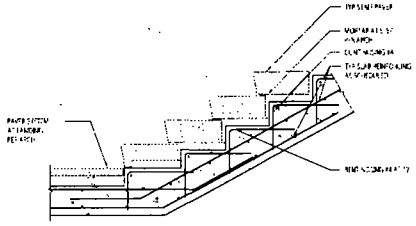
Structural Consultant
Thornton Tomasetti, Inc

Issued / Revised
99% CD Set
CDOT Permit Set 50%

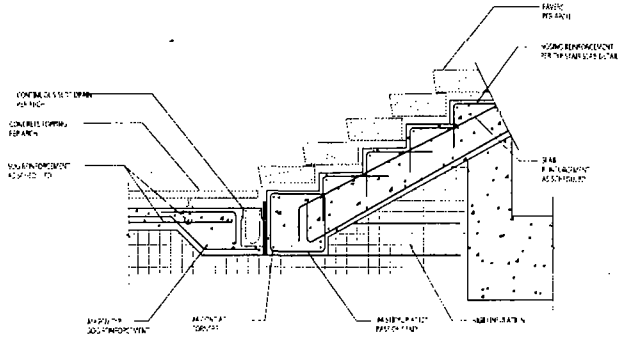
401 North Michigan Ave
Riverfront Retail
Chicago IL

TYPICAL DETAIL AT PLANTER

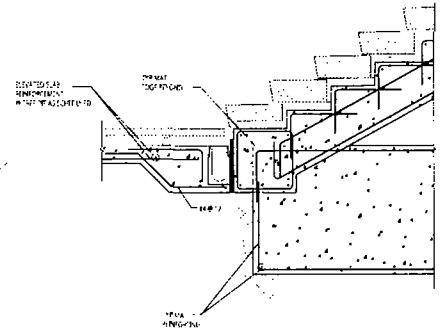
SS-201



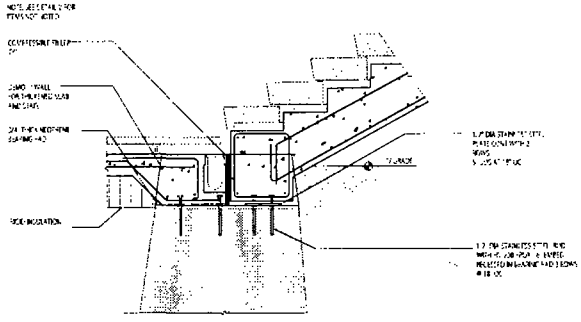
1 TYP STAIR SLAB DETAIL



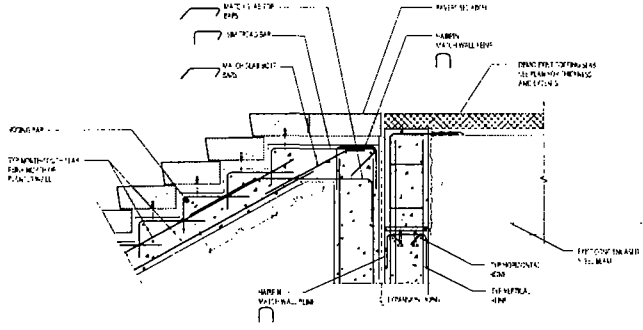
2 BASE OF STAIR ON RIGID FILL



3 BASE OF STAIR AT MAT FOUNDATION



4 BASE ON STAIR HISTORIC WALL



5 DETAIL AT TOP OF STAIR

Architect
Foster + Partners

Architect of Record
Ross Barney Architects

Civil Consultant
Infrastructure Engineering, Inc.

Landscape Consultant
Jacobs/Ryan Associates

Mechanical Consultant
Primera Engineers, Ltd

Lighting Consultant
Schuler Shook

Structural Consultant
Thornton Tomasetti, Inc

Expires 11-30-2016

401 North Michigan Ave
Riverfront Retail
Chicago, IL

Issued / Revised | Date
RFP CD Set | 12/17/14
CMDP Permit Set No. | 12/17/14

Approved | Date

TYPICAL STAIR DETAILS

SS-202

THIS SHEET INTENTIONALLY LEFT BLANK

Architect
Foster + Partners

Architectural Consultant
Ross Barney Architects

Civil Consultant
Infrastructure Engineering, Inc.

Landscape Consultant
Jacobs/Ryan Associates

Electrical Consultant
Primera Engineers, Ltd.

Lighting Consultant
Schuler Shook

Structural Consultant
Thornton Tomasetti, Inc

Signed 12/19/2013

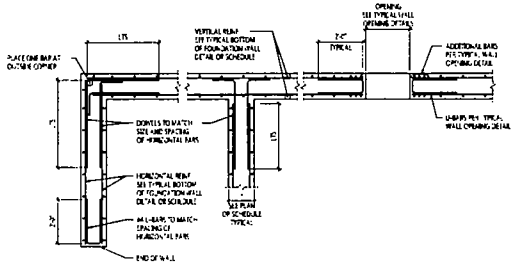
401 North Michigan Ave
Riverfront Retail
Chicago, IL

Issued / Revised	Date
95% CD Set	02/05/14
CDD Power Set Rev 1	02/24/14

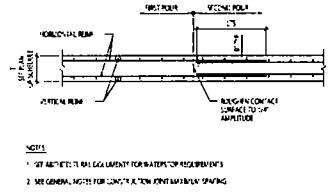
Approved Date

CONCRETE WALL DETAILS

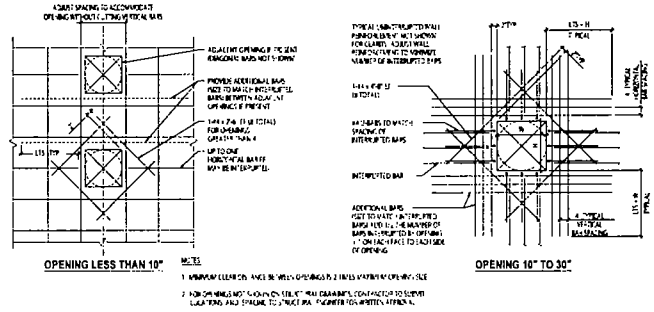
SS-203



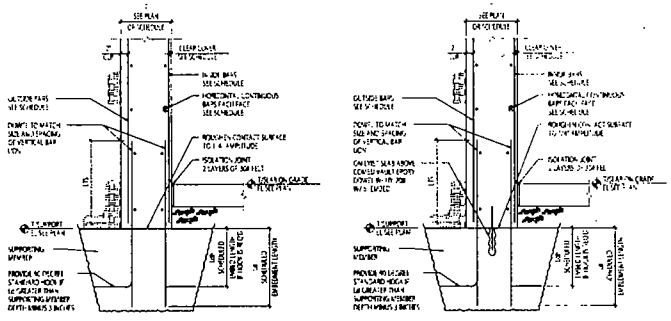
1 TYPICAL CONCRETE WALL DETAIL - PLAN
NOT TO SCALE



2 TYPICAL VERTICAL CONSTRUCTION JOINT IN CONCRETE WALL
NOT TO SCALE



3 TYPICAL CONCRETE WALL OPENING DETAILS
NOT TO SCALE



4 TYPICAL BOTTOM OF CONCRETE WALL
NOT TO SCALE

Architect
Foster + Partners

Architectural Consultant
Ross Barney Architects

Civil Consultant
Infrastructure Engineering, Inc.

Landscape Consultant
Jacobs/Ryan Associates

Electrical Consultant
Primera Engineers, Ltd.

Lighting Consultant
Schuler Shook

Structural Consultant
Thornton Tomasetti, Inc.

Signed 12/09/2016

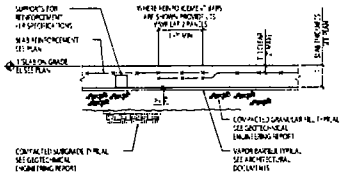
401 North Michigan Ave
Riverfront Retail
Chicago IL

Issued / Revised	Date
Progress Set	11/29/16
CDOT Permit Set	12/09/16
BNR CD Set	12/09/16
CDOT Permit Set (Rev 1)	03/29/18

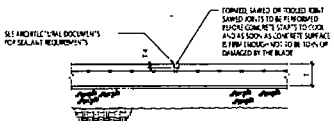
Approved Date

TYPICAL CONCRETE WALL DETAILS

SS-300



SLAB ON GRADE

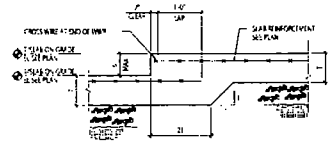


CONTRACTION JOINT

NOTE

1. WHERE NOT INDICATED ON DRAWINGS PROVIDE JOINTS AT COLUMN CENTERLINES AND BETWEEN COLUMN CENTERLINES WITH SPACING OF JOINTS NOT TO EXCEED 30 TIMES THE SLAB THICKNESS (INCHES)

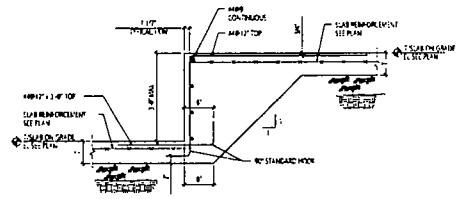
1 TYPICAL SLAB ON GRADE DETAILS
NOT TO SCALE



NOTE

1. SEE TYPICAL SLAB ON GRADE DETAILS FOR ADDITIONAL INFORMATION

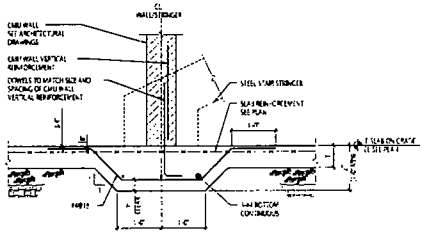
2 TYPICAL SLAB ON GRADE STEP 6" MAXIMUM
NOT TO SCALE



NOTE

1. SEE TYPICAL SLAB ON GRADE DETAILS FOR ADDITIONAL INFORMATION

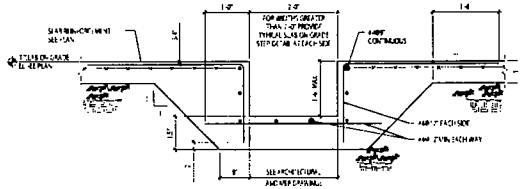
3 TYPICAL SLAB ON GRADE STEP OVER 6" TO 3'-0"
NOT TO SCALE



NOTES

1. SEE ARCHITECTURAL DRAWINGS FOR LOCATIONS OF WALLS AND STAIRS
2. SEE TYPICAL SLAB ON GRADE DETAILS FOR MORE INFORMATION

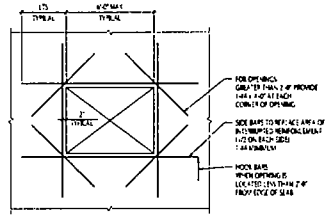
4 TYPICAL THICKENED SLAB ON GRADE AT NON-BEARING CMU WALL OR STAIR STRINGER
NOT TO SCALE



NOTES

1. COORDINATE WITH ARCHITECTURAL AND MEP DRAWINGS FOR ADDITIONAL INFORMATION AND REQUIREMENTS
2. SEE TYPICAL SLAB ON GRADE DETAILS FOR ADDITIONAL INFORMATION

5 TYPICAL TRENCH AT SLAB ON GRADE
NOT TO SCALE



PLAN

NOTES

1. FOR SIZE OF OPENINGS SEE ARCHITECTURAL DRAWINGS
2. ADDITIONAL REINFORCEMENT IS NOT REQUIRED AT OPENINGS THAT DO NOT INTERRUPT THE TYPICAL REINFORCEMENT

6 TYPICAL SLAB ON GRADE DETAIL OF ADDITIONAL REINFORCEMENT AT ANY OPENINGS OR AT STEP GREATER THAN 6" UP TO 3'-0"
NOT TO SCALE

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Thornton Tomasetti, Inc

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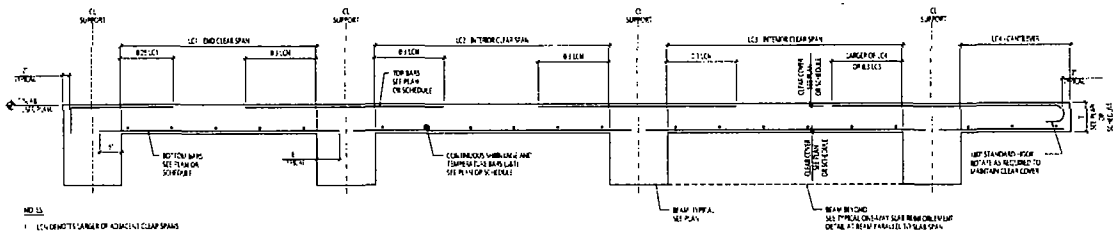
Chicago, IL

Issued / Revised	Date
Progress Set	11/25/11
CD2 - Permit Set	10/18/13
RFP 1.2 Set	02/07/14
LDH3 Permit Set (RP1)	05/28/14

Approved | Date

TYPICAL SLAB ON GRADE DETAILS

SS-301

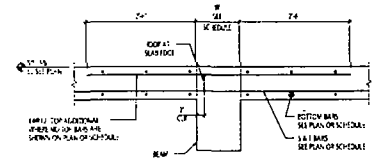


NOTES

1. LC4 DENOTES LARGER OF ADJACENT CLEAR SPANS
2. WHERE REINFORCEMENT IS SHOWN IN A SCHEDULE PROVIDE GREATER AREA OF STEEL SCHEDULED FOR TOP BARS AT ADJACENT SPANS
3. BEAM MAIN TOP BARS (NOT STIRRUPS) SEE TYPICAL BEAM SECTIONS ARE BELOW. REFERENCE ALL REINFORCING S.A.B. TOP BARS

1 TYPICAL ONE-WAY SLAB ELEVATION

NOT TO SCALE

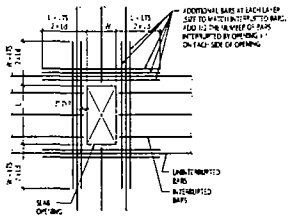


2 TYPICAL ONE-WAY SLAB REINFORCEMENT DETAIL AT BEAM PARALLEL TO SLAB SPAN

NOT TO SCALE

NOTES

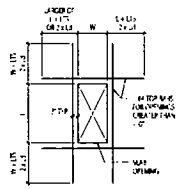
1. REFER TO PLAN FOR ADDITIONAL BARS AROUND OPENINGS
2. SEE STRUCTURAL DRAWINGS FOR QUANTITY AND LOCATIONS OF OPENINGS. CONTRACTOR SHALL VERIFY SIZE AND LOCATION OF ALL OPENINGS IN THE MEP DRAWINGS AND THE STRUCTURAL DRAWINGS PRIOR TO PLACING OF ANY REINFORCEMENT FOR REVIEW AND APPROVAL.
3. FOR ONE-WAY SLABS SEE TYPICAL "ONE-WAY SLAB OPENING" DETAILS FOR OPENINGS NOT EXCEEDING 1'-0" WIDE OR GREATER THAN 3 SQ.FT. SUBMIT OPENINGS TO SER FOR APPROVAL
4. FOR ONE-WAY SLABS WHERE THE OPENING DIMENSION PERPENDICULAR TO THE DIRECTION OF THE SPAN IS GREATER THAN 2'-0" SUBMIT OPENINGS TO SER FOR APPROVAL
5. WHERE ADJACENT OPENINGS ARE NOT SEPARATED BY 2'-0" THE LIMITS OF OPENINGS INTRODUCED IN "TERMINATION REQUIREMENT" REFER TO "ADDITIONAL REINFORCEMENT FROM THE ADJACENT OPENING" SUBMIT OPENINGS TO SER FOR APPROVAL



ADDITIONAL BARS WHERE BARS ARE INTERRUPTED

NOTES: ADDITIONAL BARS

1. PROVIDE ADDITIONAL BARS ON EACH SIDE OF OPENING FOR TOP AND BOTTOM BARS THAT ARE INTERRUPTED BY OPENINGS. DISTRIBUTE ADDITIONAL BARS EQUALLY TO BOTH SIDES OF OPENING AT 3" SPACING
2. PROVIDE A MINIMUM OF 3 BARS EACH SIDE OF OPENING TOP AND BOTTOM WHERE NO TOP BARS ARE PRESENT. PROVIDE ADDITIONAL TOP BARS SHOWN ABOVE
3. AT CLUSTERED OPENINGS, PROVIDE THESE ADDITIONAL BARS AROUND THE CLUSTER PLUS THE ADDITIONAL BARS SHOWN IN THE CLUSTERED OPENING DETAIL

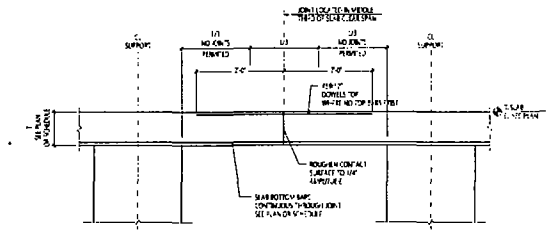


ADDITIONAL TOP BARS WHERE NO TOP BARS ARE PRESENT

ADDITIONAL TOP BARS	
OPENING SIZE (LARGER DIMENSION OF OPENING)	TOP BARS ADJACENT
6"-12"	NONE
12"-36"	3 - #4

3 TYPICAL SLAB OPENING DETAILS

NOT TO SCALE



NOTES

1. CONTRACTOR SHALL SUBMIT CONSTRUCTION JOINT LAYOUT PLAN FOR SER APPROVAL
2. FOR SLAB REINFORCEMENT NOT SHOWN SEE PLAN OR SCHEDULE

4 TYPICAL SLAB CONSTRUCTION JOINT

NOT TO SCALE

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Signed 12/29/2016

401 North Michigan Ave
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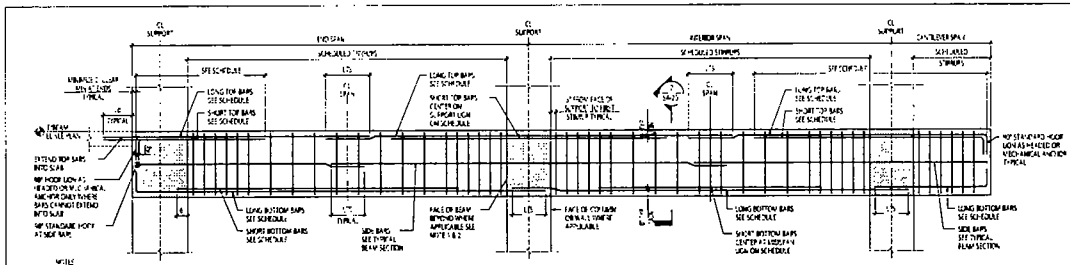
Chicago IL

Issued / Revised	Date
90% CD Set	03/07/16
CMDP Permit Set PD-1	03/07/16

Approved Date

TYPICAL CONCRETE SLAB DETAILS

SS-302

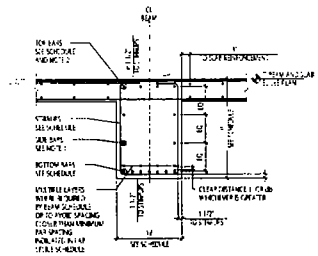


NOTES

1. ELEVATION AS SHOWN APPLIES TO BEAM ARRANGEMENT AT LOCAL SUPPORTS
2. FOR STIRRUP ARRANGEMENT AT BEAM SUPPORT SEE TYPICAL DETAILS AT BEAM JOINT SUPPORT
3. CONTRACTOR TO MINIMIZE NUMBER OF SPLICES
4. IF SPLICES ARE REQUIRED THE SPLICES SHALL BE LOCATED WHERE INDICATED ON THIS DETAIL

1 TYPICAL BEAM ELEVATION

NOT TO SCALE

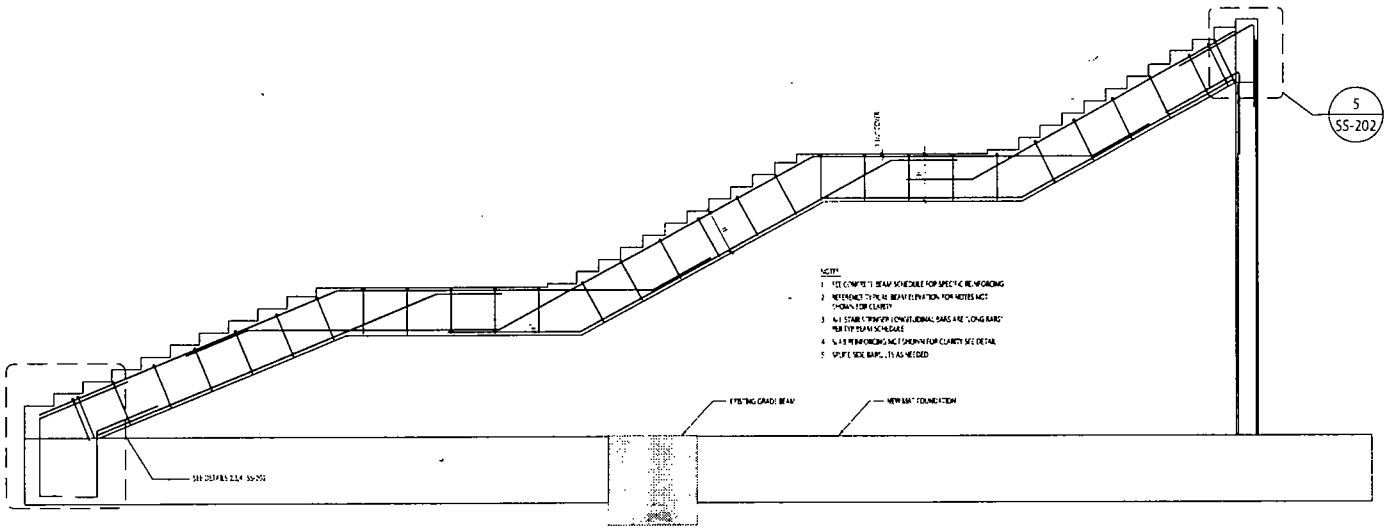


NOTES

1. IF H IS GREATER THAN 36" PROVIDE SIDE BARS (SIZE AS SHOWN IN SCHEDULE)
2. WHERE TWO LAYERS OF BARS ARE REQUIRED TOP & BOTTOM, PLACE SHORT BARS AT INNER LAYER

2 TYPICAL BEAM SECTION

NOT TO SCALE



NOTES

1. SEE CONCRETE BEAM SCHEDULE FOR SPECIFIC REINFORCING
2. REFERENCE TYPICAL BEAM ELEVATION FOR NOTES NOT SHOWN FOR CLARITY
3. ALL STAIR STRINGER LONGITUDINAL BARS ARE "LONG BARS" PER TYP BEAM SCHEDULE
4. ALL REINFORCING NOT SHOWN FOR CLARITY SEE DETAIL
5. SPLICE SIDE BARS, TYP AS NEEDED

3 TYPICAL STRINGER REINFORCING SECTION

1/2" = 1'-0"

CONCRETE BEAM SCHEDULE

fc = SEE GENERAL NOTES

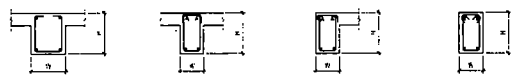
BEAM MARK	SIZE W (IN)	SIZE H (IN)	REINFORCEMENT: LEFT END TOP BARS LONG	LEFT END TOP BARS SHORT	RIGHT END TOP BARS LONG	RIGHT END TOP BARS SHORT	BOTTOM BARS LONG	BOTTOM BARS SHORT	SIDE BARS EACH FACE SET NOTE 2	STIRRUPS TYPE	STIRRUPS SIZE	STIRRUPS SPACING FROM EACH SUPPORT	REMARKS
CB1	[illegible]	39	3-#7	[illegible]	3-#7		3-#7			2S	#3	3@3, 8@6 (typ)	TYPICAL CONCRETE BEAM AT PLANTER BEAM
CB2	14	36	3-#9	2-#4	3-#9	2-#4	5-#9		2-#4	2S	#4	3@3, 8@6 (typ)	TYPICAL PERIMETER BEAM AT ROOF FOR SECTIONAL WATER FEED PLANTERS

NOTES

1. TOP OF BEAM IS ALIGNED TO TOP OF SLAB DECK
2. WHERE REINFORCEMENT IS NOTED AS "SEE ADJ BEAM" REINFORCEMENT IS TO BE CONTINUED FROM ADJACENT BEAM
3. SEE TYPICAL BEAM SECTION DETAIL WHERE NO SIDE BARS ARE INDICATED

REINFORCEMENT LEGEND

NUMBER OF BARS — BAR SIZE — BAR LENGTH



TYPE 2A — 2 LEGS - TYPICAL W/ 1 HOOK BEAM

TYPE 2B — 2 LEGS - BEAM WITH CORNER

TYPE 2C — 2 LEGS - SEAT BEAM

TYPE 2D — 2 LEGS - FREE STANDING BEAM

4 BEAM STIRRUP TYPES

NOT TO SCALE

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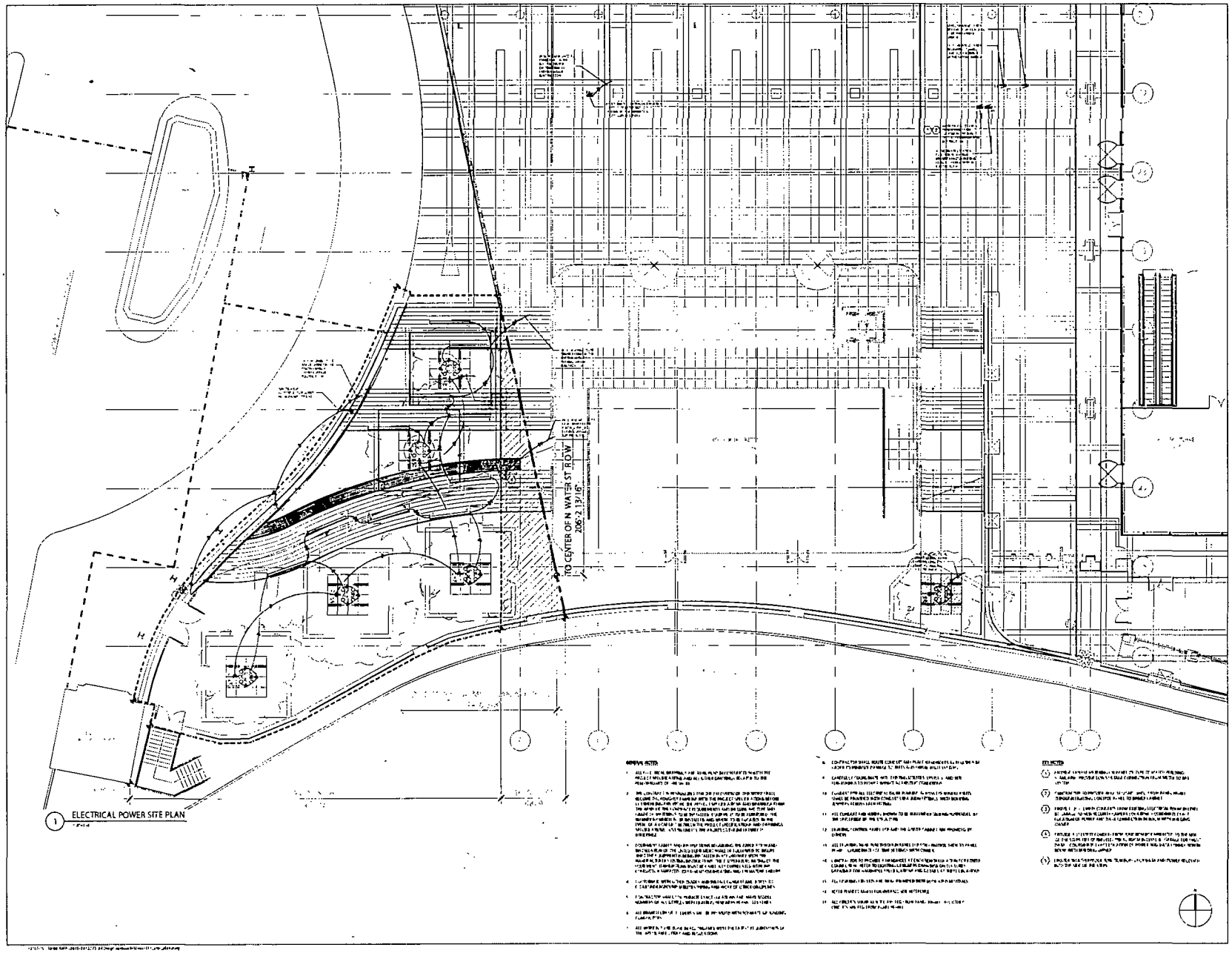
Issued / Revised — Date
Progress Set — 11/18/13
LOD Permit Set — 12/13/13
DHR CD Set — 04/17/14
LOD Permit Set Rev 1 — 05/29/14

Approval — Date

TYPICAL CONCRETE BEAM DETAILS AND SCHEDULE

SS-303



1 ELECTRICAL POWER SITE PLAN

GENERAL NOTES

KEY NOTES

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Jacobs/Ryan Associates

Primera Engineers, Ltd

Schuler Shook

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401 North Michigan Ave
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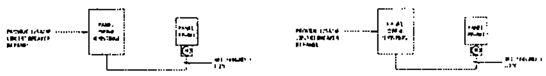
Chicago IL

Issued / Revised	Date
100% Design Development	10-16-15
Permit Set	11-16-15
City Comments	12-18-15

Approved Date

ELECTRICAL POWER SITE PLAN

ES-111

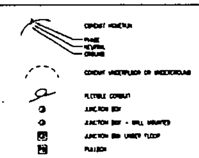


1 PARTIAL ELECTRICAL RISER DIAGRAM

ABBREVIATIONS

PANELBOARD SYMBOLS

RACEWAYS & WIRING



POWER SYMBOLS

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Jacobs/Ryan Associates

Primera Engineers Ltd.

Schuler Shook

Thornton Tomasetti

401 North Michigan Ave
River Front Retail
Chicago, Il

Approval Date

ELECTRICAL DETAILS

E-301

ELECTRICAL EQUIPMENT SCHEDULE

NOTES

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Project Address
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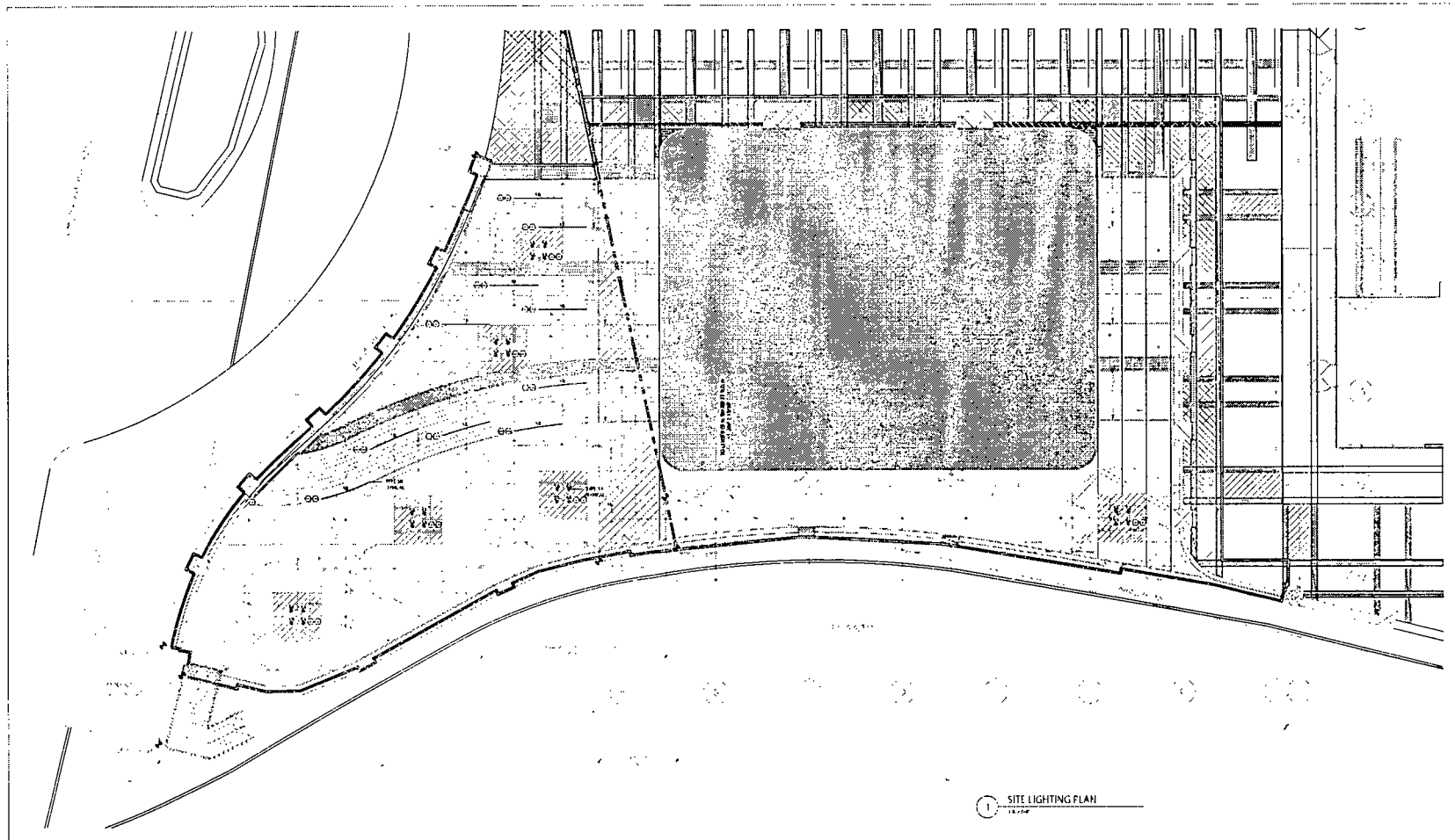
Riverfront Retail
Chicago IL

Issued for	Date

Revisions

LIGHTING FIXTURE SCHEDULE

ELS-010



1 SITE LIGHTING PLAN

SHEET NOTES

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SITE LIGHTING PLAN

ELS-100

GENERAL NOTES

1 GOVERNING BODIES

ALL WORK HEREIN PROPOSED SHALL BE COMPLETED IN ACCORDANCE WITH THE APPLICABLE FEDERAL, STATE AND LOCAL LAWS, CODES, REGULATIONS AND PERMITS.

2 CLARIFICATION DISCREPANCIES AND CONFLICTS OF PLANS

3 LOCATION OF UNDERGROUND FACILITIES

THE CONTRACTOR SHALL CONTACT D.I.G.G.E.R. 312-744-7000, 48 HOURS PRIOR TO BEGINNING WORK, EXCLUDING SATURDAY, SUNDAY AND HOLIDAYS. THE CONTRACTOR SHALL ALSO COORDINATE WITH THE OWNER TO LOCATE EXISTING UTILITIES ON SITE.

THE CONTRACTOR SHALL TAKE ALL NECESSARY SAFETY PRECAUTIONS TO PROTECT ABUTTING PROPERTY, UTILITIES, PEDESTRIANS AND VEHICULAR TRAFFIC.

THE CONTRACTOR SHALL TAKE ALL NECESSARY SAFETY PRECAUTIONS TO PROTECT THE EXISTING STRUCTURE AND SITE CONDITIONS. ANY DAMAGE TO THE PORTIONS OF THE STRUCTURE OR SITE TO REMAIN ARE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR TO THEIR ORIGINAL CONDITIONS AT NO ADDITIONAL COST TO THE OWNER.

WHEN DURING CONSTRUCTION OPERATIONS, IF ANY LOOSE MATERIAL IS DEPOSITED OR ANY ITEM IS FOUND IN THE FLOW LINE OF THE OUTFITS/ DRAINAGE STRUCTURES SO THAT THE NATURAL FLOW OF WATER IS OBSTRUCTED, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REMOVE ANY SUCH OBSTRUCTIONS AT THE CLOSE OF EACH BUSINESS DAY AT THE CONCLUSION OF THE CONSTRUCTION OPERATIONS ALL DRAINAGE STRUCTURES SHALL BE FREE FROM ALL DIRT AND DEBRIS.

WHEN EXISTING DRAINAGE FACILITIES ARE DISTURBED, THE CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY OUTLETS AND CONNECTIONS FOR ALL PRIVATE AND PUBLIC DRAINS, SEWERS OR CATCH BASINS. HE/SHE SHALL PROVIDE FACILITIES TO TAKE IN ALL STORM FLOW WATER WHICH WILL BE RECEIVED BY THESE DRAINS AND SEWERS AND DISCHARGE THE SAME. HE/SHE SHALL PROVIDE AND MAINTAIN AN EFFICIENT PUMPING PLANT IF NECESSARY AND A TEMPORARY OUTLET AND BE PREPARED AT ALL TIMES TO DISPOSE OF THE FLOW RECEIVED FROM TEMPORARY CONNECTIONS UNTIL SUCH TIME AS THE PERMANENT CONNECTIONS WITH THE SEWERS ARE BUILT AND IN SERVICE. ALL PUMPING SHALL ENTER A SETTLING BASIN SYSTEM APPROVED BY THE OWNER BEFORE PASSING INTO THE EXISTING DRAINAGE SYSTEM.

THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES TO REMAIN, AND HE/SHE SHALL BRACE AND SUPPORT THE UTILITIES PROPERLY IN COORDINATION WITH UTILITY COMPANIES TO PREVENT SETTLEMENT, DISPLACEMENT OR CHANGE TO THE UTILITIES DURING CONSTRUCTION. MAINTAIN EXISTING OPERATING UTILITIES IN SERVICE AT ALL TIMES AND PROTECT FROM DAMAGE DUE TO CONSTRUCTION ACTIVITIES. NOTIFY OWNER WITHIN 72 HOURS IN ADVANCE IF TEMPORARY INTERRUPTION OF SERVICES IS MANDATORY TO CONTINUE WITH CONSTRUCTION ACTIVITIES, BUT DO NOT INTERRUPT ANY SERVICE UNTIL WRITTEN AUTHORIZATION IS PROVIDED BY THE OWNER.

WHERE UTILITY SERVICES ARE REQUIRED TO BE REMOVED, RELOCATED OR MODIFIED, THE CONTRACTOR SHALL PROVIDE TEMPORARY BYPASS CONNECTIONS AS REQUIRED TO MAINTAIN SERVICES AT ALL TIMES, AT NO ADDITIONAL COST FOR THE OWNER. THE ABOVE WORK SHALL BE DONE IN COORDINATION WITH UTILITY COMPANIES.

THE CONTRACTOR MUST LOCATE CONSTRUCTION EQUIPMENT AND MATERIALS IN A WAY COMPATIBLE WITH THE AS-BUILT STRUCTURAL CAPACITY OF THE EXISTING STRUCTURES. CAPACITY MAY VARY AS REMOVAL AND CONSTRUCTION ACTIVITIES ARE IN PROGRESS. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE SAFETY OF ALL EXISTING AND NEW STRUCTURES.

IF ANY WATER MAIN OR CITY SEWERS ARE DISTURBED OR DAMAGED DURING CONSTRUCTION, THE CONTRACTOR SHALL CONTACT CITY OF CHICAGO DEPARTMENT OF WATER MANAGEMENT AND THE OWNER IMMEDIATELY.

ALL INFORMATION PERTAINING TO THE LOCATION OF UNDERGROUND FACILITIES IS APPROXIMATE AND NOT ALL UNDERGROUND UTILITIES ARE SHOWN. THE CONTRACTOR, AT HIS/HER OWN EXPENSE, SHALL FURNISH ALL LABOR AND MATERIAL TO EITHER VERIFY AND SUBSTANTIATE THE LOCATIONS AS SHOWN ON THE PLANS OR ESTABLISH THE EXACT POSITION OF THE FACILITIES. THE OWNER ASSUMES NO RESPONSIBILITY TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS RELATIVE TO THE LOCATION OF THE UNDERGROUND FACILITIES.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES OF HIS/HER INTENTIONS TO BEGIN CONSTRUCTION AND TO VERIFY THE ACTUAL LOCATION OF ALL SUCH FACILITIES. IF THE CONTRACTOR DAMAGES EXISTING UTILITIES TO REMAIN, HE/SHE SHALL PAY THE COST OF REPAIR.

THE CONTRACTOR SHOULD BE AWARE THAT THE AREA BELOW THE IMPROVEMENTS MAY INCLUDE BUT IS NOT LIMITED TO SUBSURFACE CONCRETE, AND DRAINAGE AGGREGATE. THE CONTRACTOR SHALL INCLUDE IN HIS/HER BID THE COST OF THESE ANTICIPATED, HOWEVER UNDETERMINED QUANTITY OF THE FOREGOING OBSTRUCTIONS AS REQUIRED TO INSTALL AND CONSTRUCT ALL SUBSURFACE IMPROVEMENTS.

4 TRAFFIC CONTROL

THE CONTRACTOR MUST PROVIDE, AS REQUIRED BY THE CITY OF CHICAGO/IDOT/STATE AGENCIES TEMPORARY TRAFFIC AND PARKING SIGNAGE, EQUIPMENT, AND PERSONNEL NECESSARY TO PROVIDE FOR SAFE AND EFFICIENT TRAFFIC FLOW IN ALL AREAS WHERE THE WORK WILL INTERRUPT OR CAUSE TO CHANGE IN ANY FORM THE CONDITIONS OF TRAFFIC FLOW THAT EXISTED PRIOR TO THE COMMENCEMENT OF ANY PORTIONS OF THE WORK. THE OWNER MAY, AT HIS/HER DISCRETION, REQUIRE THE CONTRACTOR TO FURNISH TRAFFIC CONTROL UNDER OTHER CIRCUMSTANCES WHERE, IN HIS/HER OPINION, IT IS NECESSARY FOR THE PROTECTION OF LIFE AND PROPERTY IF THE NEED FOR TRAFFIC CONTROL SHALL BE ANTICIPATED BY THE CONTRACTOR. ALL WORK SHALL BE PERFORMED ACCORDING TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, ILLINOIS DEPARTMENT OF TRANSPORTATION, LATEST EDITION, DIVISION 700.

THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO PROTECT RESIDENTS, THE PUBLIC AND THE SITE FROM DAMAGE OR INJURY AND SHALL COORDINATE WITH THE OWNER.

THE CONTRACTOR SHALL PROVIDE SAFE PEDESTRIAN ACCESS TO ADJACENT PROPERTIES. EXISTING PEDESTRIAN DETOUR SIGNAGE SHALL BE MAINTAINED BY THE CONTRACTOR THROUGHOUT CONSTRUCTION AND REMOVED AT THE CONCLUSION OF CONSTRUCTION OR AS DIRECTED BY OWNER.

5 RESTORATION

RESTORATION OF DAMAGE TO PUBLIC OR PRIVATE PROPERTY OUTSIDE THE LIMITS OF CONSTRUCTION AS SHOWN ON PLANS SHALL BE COMPLETED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND APPLICABLE SECTIONS OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, ILLINOIS DEPARTMENT OF TRANSPORTATION, LATEST EDITION. SUCH RESTORATION SHALL BE PERFORMED BY THE CONTRACTOR AT NO COST TO THE OWNER. THESE AREAS SHALL BE RESTORED AS NEARLY AS POSSIBLE TO THEIR ORIGINAL CONDITION OR BETTER AND SHALL INCLUDE, BUT NOT LIMITED TO RESTORATION OF MAINTAINED LAWNS, RIGHT-OF-WAY, ROADWAYS, DRIVEWAYS, SIDEWALKS, BUSHES, HEDGES, TREES, SHRUBS, SEWERS, DRAIN TILES, WATER MAINS, ETC.

THE CONTRACTOR MUST REPAIR OR REPLACE EXISTING CONDITIONS TO REMAIN DAMAGED DURING CONSTRUCTION BY OR RELATED TO CONSTRUCTION ACTIVITIES, AT NO ADDITIONAL COST TO THE OWNER.

6 CLEANING

ALL DEBRIS AND SPOILS RESULTING FROM CONTRACTOR'S WORK ARE TO BE REMOVED FROM THE JOB SITE OR PLACED IN A RECEPTACLE PROVIDED BY THE GENERAL CONTRACTOR IN A TIMELY FASHION OR AS REQUESTED BY THE OWNER.

THE CONTRACTOR SHALL MAINTAIN ROADWAYS ADJOINING THE PROJECT SITE FREE FROM MUD AND DEBRIS AT ALL TIMES. IF MUD AND/OR DEBRIS IS/ARE CARRIED ONTO THE ROADWAYS FROM EITHER THE CONTRACTORS TRUCKS, HIS EMPLOYEES VEHICLES, OR HIS MATERIAL SUPPLIERS, THE CONTRACTOR SHALL IMMEDIATELY REMOVE SAID MUD AND/OR DEBRIS AT NO ADDITIONAL COST TO THE OWNER.

7 EXCAVATION AND EARTHWORK

ALL SITE CLEARING, EXCAVATION, EMBANKMENT AND OTHER WORK HEREIN SHALL BE CONSTRUCTED IN CONFORMANCE WITH PROJECT SPECIFICATIONS.

8 UNDERGROUND IMPROVEMENTS

ANY DAMAGE TO EXISTING SEWERS, UTILITIES AND STRUCTURES BECAUSE OF CONSTRUCTION ACTIVITIES SHALL BE RESTORED BY THE CONTRACTOR AT NO COST TO THE OWNER.

8.1 STANDARDS

ALL UNDERGROUND IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS CITY OF CHICAGO DEPARTMENT OF WATER MANAGEMENT & PROJECT SPECIFICATIONS, UNLESS OTHERWISE DIRECTED ON PROJECT DOCUMENTS.

8.2 SELECTED GRANULAR BACKFILL

SELECTED GRANULAR BACKFILL SHALL BE REQUIRED FOR ALL SEWERS AND WATERMAIN TRENCHES LYING UNDER OR WITHIN TWO (2) FEET OF EXISTING OR PROPOSED STREETS, DRIVEWAYS, PAVEMENT OR SIDEWALKS AND WHERE NOTED ON THE PLANS. SELECTED GRANULAR BACKFILL SHALL BE CRUSHED STONE OR CRUSHED GRAVEL PLACED FROM THE SPRINGLINE OF THE PIPE TO THE NATURAL OR FINISHED SUBGRADE LINE. THIS MATERIAL SHALL BE COMPACTED BY RAMMING OR TAMPING IN LIFTS NOT EXCEEDING EIGHT INCHES (8").

8.3 HORIZONTAL AND VERTICAL SEPARATION OF WATER AND SEWER MAINS

HORIZONTAL AND VERTICAL SEPARATION OF WATER AND SEWER MAINS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS, LATEST EDITION. IN THE EVENT A CROSSING OF A PROPOSED SEWER OR SEWER SERVICE CROSSES A WATER MAIN OR WATER SERVICE LESS THAN EIGHTEEN INCHES (18") THE SEWERS SHALL BE CONSTRUCTED OF THE TYPE OF WATERMAIN MATERIAL. THE PIPE SHALL EXTEND ON EACH SIDE OF THE CROSSING A MINIMUM OF TEN FEET (10') (PERPENDICULAR DISTANCE) BEYOND THE OUTSIDE OF THE WATER MAIN. VERTICAL DISTANCES ARE MEASURED FROM INVERT TO CROWN OF PIPE.

WHENEVER A SEWER CROSSES UNDER A WATERMAIN, THE MINIMUM VERTICAL, THE TOP OF THE SEWER TO THE BOTTOM OF THE WATERMAIN SHALL BE 18". FURTHER, DISTANCE FROM MORE A MINIMUM HORIZONTAL DISTANCE OF 10 FEET BETWEEN SANITARY SEWERS AND WATER MAINS SHALL BE MAINTAINED UNLESS: THE SEWER IS LAID IN A SEPARATE TRENCH, KEEPING A MINIMUM 18" VERTICAL SEPARATION; OR THE SEWER IS LAID IN THE SAME TRENCH WITH THE WATERMAIN LOCATED AT THE OPPOSITE SIDE ON A BENCH OF UNDISTURBED EARTH, KEEPING A MINIMUM 18" VERTICAL SEPARATION. IF EITHER THE VERTICAL OR HORIZONTAL DISTANCES DESCRIBED ABOVE CANNOT BE MAINTAINED, OR THE SEWER CROSSES ABOVE, THE SEWER SHALL BE CONSTRUCTED TO WATERMAIN STANDARDS.

8.4 TESTING

ALL SEWERS SHALL BE AIR TESTED IN CONFORMANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION IN ILLINOIS. THE CITY OF CHICAGO, IF CONDITIONS WARRANT, MAY REQUIRE AN INFILTRATION OR EXFILTRATION TEST IN LIEU OF AN AIR TEST. SANITARY SEWER INFILTRATION REQUIREMENTS SHALL NOT EXCEED 200 GALLONS PER INCH DIAMETER PER MILE PER DAY.

8.5 SEWER CONNECTIONS

"BAND-SEAL" OR SIMILAR FLEXIBLE-TYPE COUPLINGS SHALL BE USED IN THE CONNECTION OF SEWER PIPE OF DISSIMILAR MATERIALS.

WHEN CONNECTING TO AN EXISTING SEWER MAIN BY MEANS OF AN EXISTING WYE, TEE OR AN EXISTING MANHOLE, ONE OF THE FOLLOWING METHODS SHALL BE USED:

A. CIRCULAR SAW-CUT OF THE SEWER MAIN BY PROPER TOOLS ("SEWER-TAP" MACHINE OR SIMILAR) AND PROPER INSTALLATION OF HUB-WYE SADDLE OR HUB-TEE SADDLE.

B. REMOVE AN ENTIRE SECTION OF PIPE (BREAKING ONLY THE TOP OF ONE BELL) AND REPLACE WITH A WYE OR TEE BRANCH SECTION.

C. WITH PIPE CUTTER NEATLY AND ACCURATELY CUT OUT DESIRED LENGTH OF PIPE FOR INSERTION OF PROPER FITTING, USING "BAND-SEAL" OR SIMILAR COUPLINGS TO HOLD IT FIRMLY IN PLACE.

D. INSTALL A NEW MANHOLE.

8.6 DISINFECTION

DISINFECTION OF THE WATER SERVICES SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, AREA, ENVIRONMENTAL PROTECTION AGENCY PUBLIC WATER SUPPLIES DIVISION, AND OF THE CITY OF CHICAGO SPECIFICATIONS.

9 SURVEY

CONTRACTOR SHALL VERIFY DIMENSIONS AND SITE CONDITIONS IN FIELD AND REPORT ANY DISCREPANCY TO THE OWNER BEFORE PROCEEDING WITH THE CONSTRUCTION WORK.

THE CONTRACTOR SHALL PROTECT AND CAREFULLY PRESERVE ALL PROPERTY MARKERS AND MONUMENTS ENCOUNTERED UNTIL THE RESPECTIVE OWNER, OR AN AUTHORIZED SURVEYOR OR AGENT HAS WITNESSED OR OTHERWISE REFERENCED THEIR LOCATION.

ALL ELEVATIONS ARE CITY OF CHICAGO DATUM.

SURVEY INVENTORY AND RECORD THE CONDITION OF ITEMS TO BE REMOVED AND REINSTALLED WITH THE OWNER. SURVEY EXISTING CONDITIONS PRIOR TO START OF WORK.

10 PERMITS

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN WHETHER ANY PERMITS, SPECIAL INSPECTIONS, PERMIT VERIFICATION ETC. ARE REQUIRED WITH RESPECT TO THE CONSTRUCTION OPERATION AND WORK UNDER THIS CONTRACT. IT SHALL BE SOLELY THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE FOR SUCH REQUIREMENTS AND TO MAKE PAYMENTS INCLUDING BUT NOT LIMITED TO CONNECTION FEE, INSPECTION/PERMIT FEE. THE CONTRACTOR MUST OBTAIN ALL NECESSARY PERMITS FROM CITY OF CHICAGO AND ANY OTHER CONCERNED AGENCY PRIOR TO THE START OF CONSTRUCTION ACTIVITIES.

11 ENVIRONMENTAL PROTECTION

PROVIDE PROTECTION, OPERATE TEMPORARY FACILITIES, AND CONDUCT CONSTRUCTION IN WAYS AND BY METHODS THAT COMPLY WITH ENVIRONMENTAL REGULATIONS AND THAT MINIMIZE POSSIBLE AIR, WATERWAY AND SUBSOIL CONTAMINATION OR POLLUTION OR OTHER UNDESIREABLE EFFECTS.

12 MWRD GENERAL NOTES

THE MWRD LOCAL SEWER SYSTEMS SECTION FIELD OFFICE MUST BE NOTIFIED AT LEAST TWO (2) WORKING DAYS PRIOR TO THE COMMENCEMENT OF ANY WORK (CALL 708-588-4055).

CCD DATUM

ALL FLOOR DRAINS SHALL DISCHARGE TO THE SANITARY SEWER SYSTEM

ALL DOWNSPOUTS AND FOOTING DRAINS SHALL DISCHARGE TO THE STORM SEWER SYSTEM.

ALL SANITARY SEWER PIPE MATERIALS AND JOINTS (AND STORM SEWER PIPE MATERIALS AND JOINTS IN A COMBINED SEWER AREA) SHALL CONFORM TO:

PIPE MATERIAL SPEC.	JOINT SPEC.
PVC GRAVITY SEWER PIPE	
DIP A-2151	A-2111

(OR PROJECT SPECIFICATION WHICHEVER IS MORE STRINGENT)

ALL SANITARY SEWER CONSTRUCTION (AND STORM SEWER CONSTRUCTION IN COMBINED SEWER AREAS), REQUIRES STONE BEDDING WITH STONE ¼" TO 1" IN SIZE, WITH MINIMUM BEDDING THICKNESS EQUAL TO THE OUTSIDE DIAMETER OF THE SEWER PIPE, BUT NOT LESS THAN FOUR (4) INCHES NOR MORE THAN (8) INCHES. MATERIAL SHALL BE CA-11 OR CA-13 AND SHALL BE EXTENDED AT LEAST 12" ABOVE THE TOP OF THE PIPE WHEN USING PVC.

WHENEVER A SANITARY/COMBINED SEWER CROSSES UNDER A WATERMAIN, THE MINIMUM VERTICAL DISTANCE FROM THE TOP OF THE SEWER TO THE BOTTOM OF THE WATERMAIN SHALL BE 18 INCHES. FURTHERMORE, A MINIMUM HORIZONTAL DISTANCE OF 10 FEET BETWEEN SANITARY/COMBINED SEWERS AND WATERMAINS SHALL BE MAINTAINED UNLESS: THE SEWER IS LAID IN A SEPARATE TRENCH, KEEPING A MINIMUM 18" VERTICAL SEPARATION; OR THE SEWER IS LAID IN THE SAME TRENCH WITH THE WATERMAIN LOCATED AT THE OPPOSITE SIDE ON A BENCH OF UNDISTURBED EARTH KEEPING A MINIMUM 18" VERTICAL SEPERATION. IF EITHER THE VERTICAL OR HORIZONTAL DISTANCES DESCRIBED ABOVE CAN NOT BE MAINTAINED OR THE SEWER CROSSES ABOVE THE WATERMAIN, THE SEWER SHALL BE CONSTRUCTED TO WATERMAIN STANDARDS.

ALL SANITARY MANHOLES, (AND STROM MANHOLES IN COMBINED AREAS), SHALL HAVE A MINIMUM INSIDE DIAMETER OF 48 INCHES, AND SHALL BE CAST IN PLACE OR PRE-CAST REINFORCED CONCRETE.

NO DEBRIS SHALL ENTER THE MWRD STRUCTURES/SEWERS/FACILITIES/WATERWAYS.

ALL ACCESS HATCHES/MANHOLE COVERS ON MWRD STRUCTURES/MANHOLES WITHIN PROJECT AREA SHALL NOT BE BURIED/COVERED.

MWRD PERSONNEL SHALL HAVE 24 HOUR-A-DAY UNRESTRICTED ACCESS TO ALL MWRD STRUCTURES/SEWERS/FACILITIES.

ABBREVIATIONS

AD	AREA DRAIN
CB	CATCH BASIN
℄	CENTER LINE
C&G	CURB AND GUTTER
CL	CLOSED LID
CO	CLEAN OUT
CONC	CONCRETE
CW	COLDWATER
DET	DETAIL
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
DOB	DEPARTMENT OF BUILDINGS
DWG	DRAWING
DWM	DEPARTMENT OF WATER MANAGEMENT
E	EAST
EL. OR ELEV	ELEVATION
ELEC.	ELECTRICAL
EOP	EDGE OF PAVEMENT
ESVCP	EXTRA STRENGTH VITRIFIED CLAY PIPE
EX./EXT./EXIST	EXISTING
FL	FLOW LINE
FT	FOOT
HMA	HOT MIX ASPHALT
IN.	INCH
INV	INVERT
MAX.	MAXIMUM
MH	MANHOLE
MIN.	MINIMUM
N.	NORTH
NE.	NORTHEAST
NTS	NOT TO SCALE
NW	NORTHWEST
OL	OPEN LID
P.C.C.	PORTLAND CEMENT CONCRETE
PL	PROPERTY LINE
PR/PROP	PROPOSED
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT OF WAY
S.	SOUTH
SE.	SOUTHEAST
SHT	SHEET
SW	SOUTHWEST
TYP	TYPICAL
W	WEST
LOW	LIMIT OF WORK

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Foster + Partners

Ross Barney Architects

Infrastructure Engineering Inc.

Jacobs/Ryan Associates

Primera Engineers, Ltd

Schuler Shook

Thornton Tomasetti

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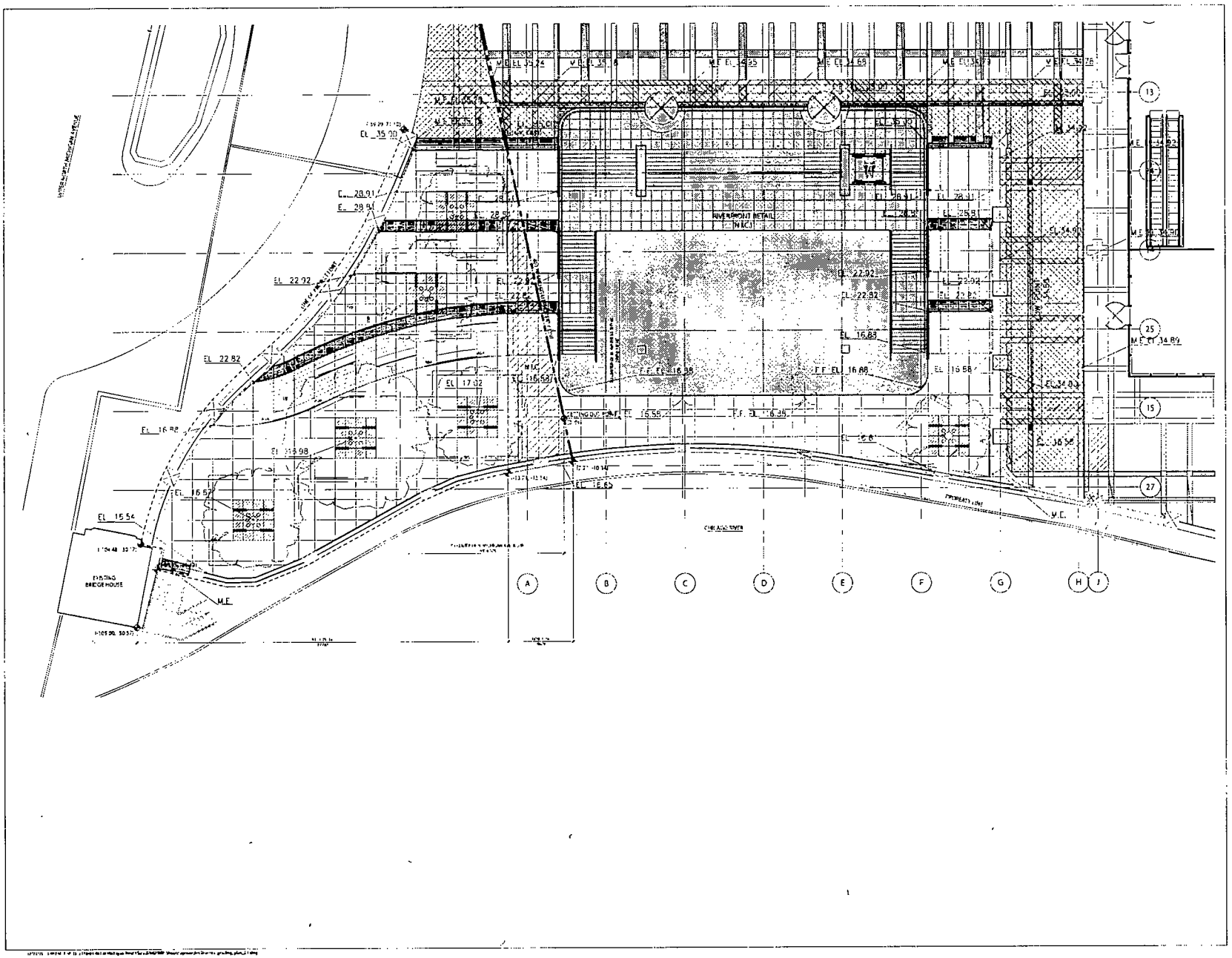
CIVIL
GENERAL NOTES

C-100



Design Architect
Foster + Partners

Architect of Record / Interior Architecture
Ross Barney Architects

Civil Engineer
Infrastructure Engineering, Inc.

Landscape Consultant
Jacobs/Ryan Associates

Electrical Consultant
Primera Engineers, Ltd

Lighting Consultant
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Structural Consultant
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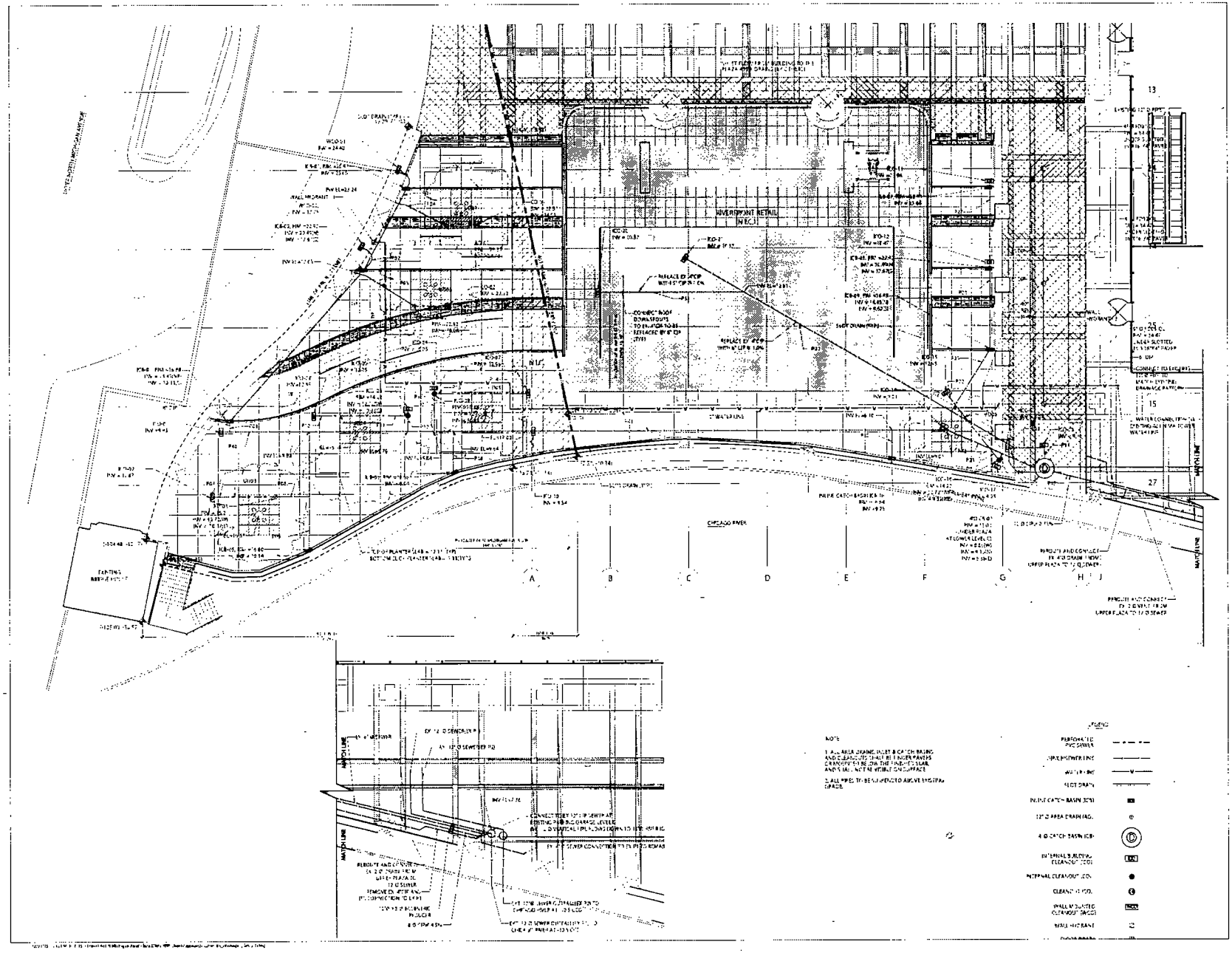
Issued for	Date
NCPC Design Development	[illegible]
Permit Set	[illegible]
Client Review Set	[illegible]

Issued	Rev

GRADING PLAN

CS-101



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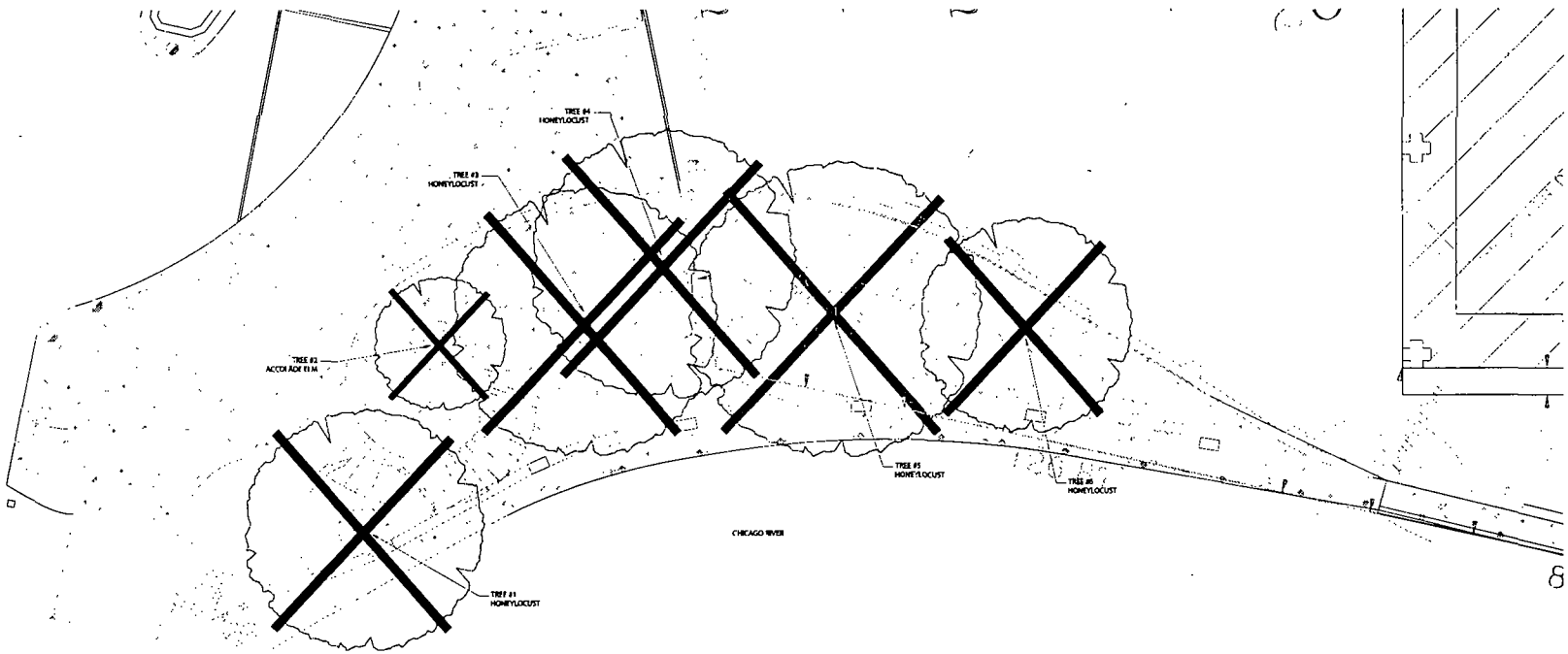
DRAINAGE PLAN

CS-102



EXISTING TREE SCHEDULE

TYPE	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
2	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
3	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
4	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
5	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
6	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

SHEET NOTES

[illegible]

SYMBOLS

[illegible]

[illegible]

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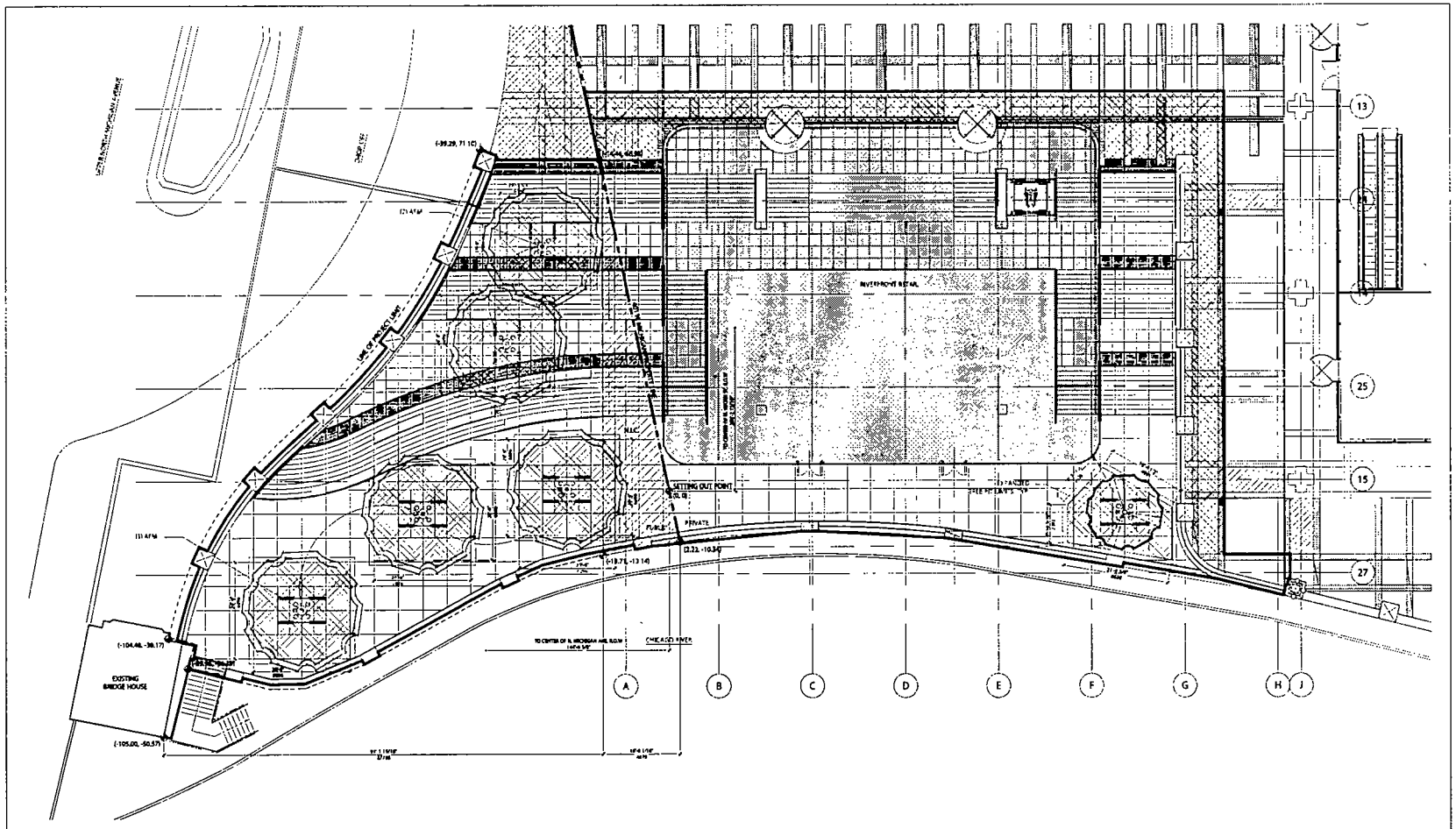
EXISTING TREE P
L: RIVERWALK I

LS-100



TRITE SCHEDULE

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SHEET NOTES

[illegible]

SYMBOLS

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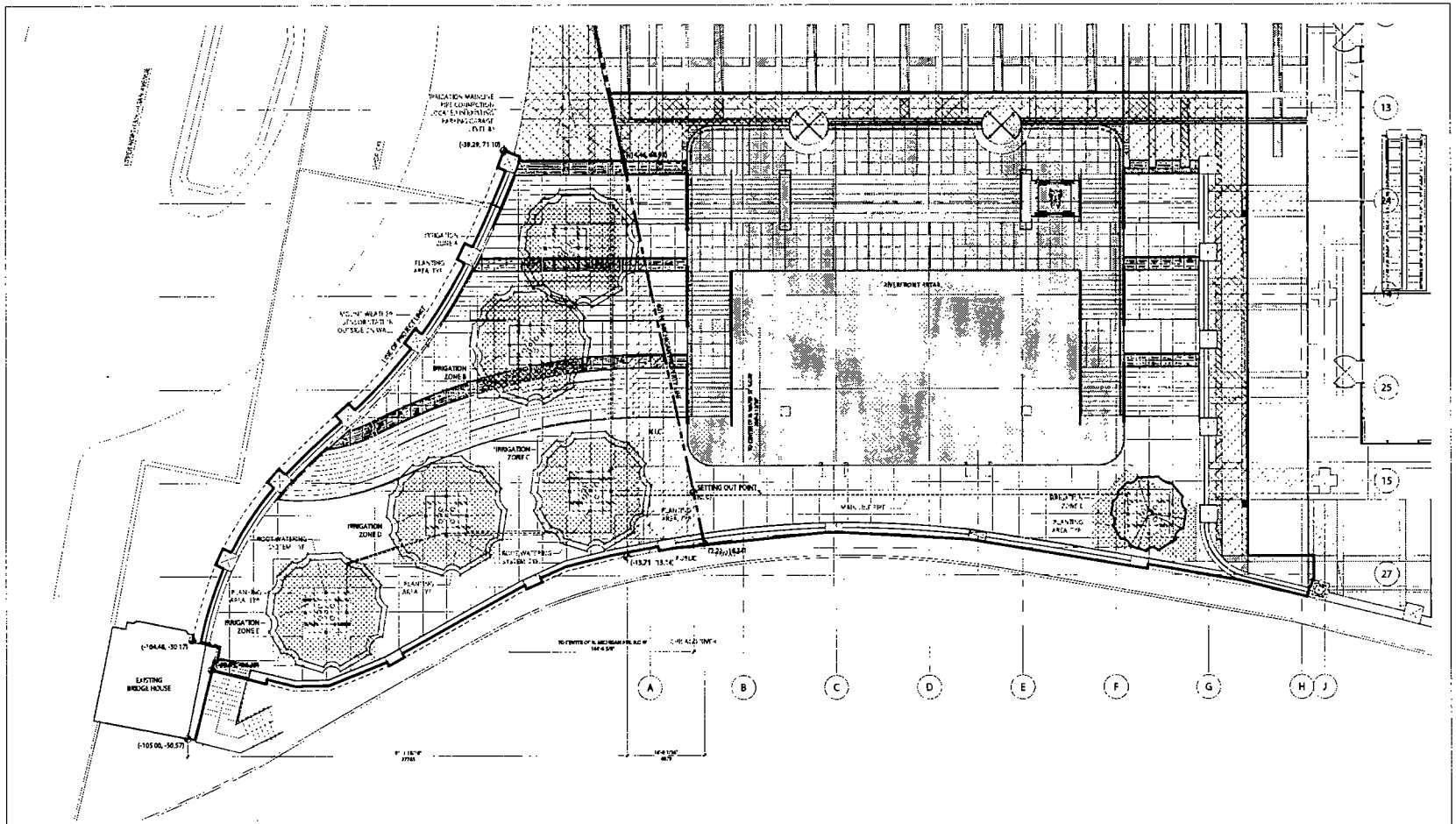
SITE PLAN
L-PLAZA LEVEL

LS-101



SHEET NOTES

SYMBOLS

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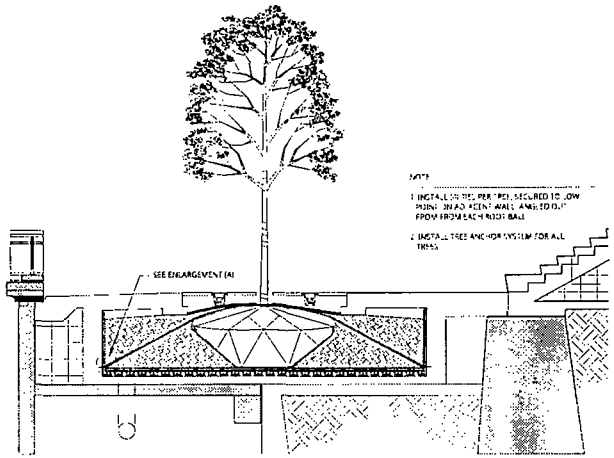
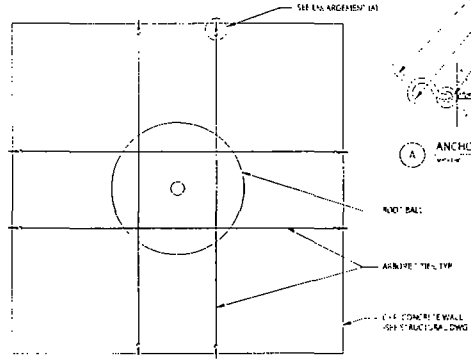
IRRIGATION PLA
LOC RIVERWALK

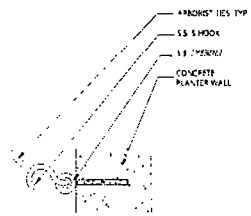
LS-102



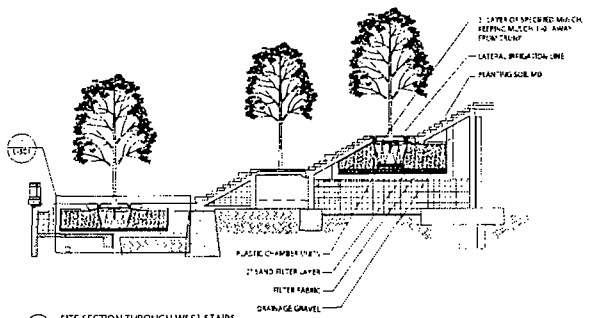
1 TREE PIT SECTION



2 TREE ANCHOR SYSTEM DETAIL



A ANCHOR DETAIL



3 SITE SECTION THROUGH WEST STAIRS

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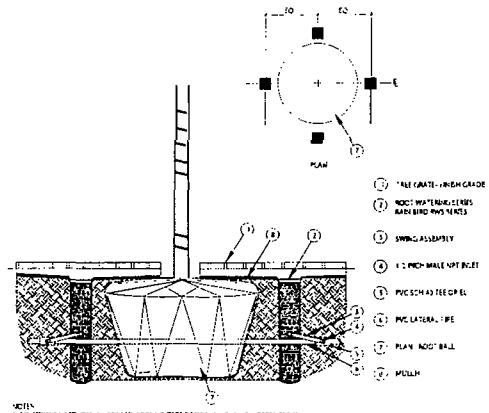
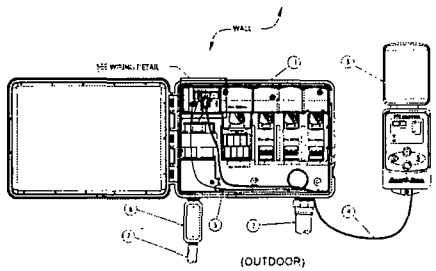
Planting Details

LS-301

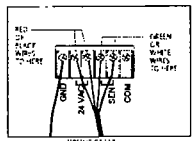


NOTES:
1. POSITION 2 UNITS EVENLY SPACED AROUND TREE ROOT BALL. FOR NEW TREES PLACE UPON ROOT BALL
2. INSTALL PRODUCT WITH TOP EVEN WITH FINISH GRADE
3. MODEL # RWS-M BC 1402, REPLACE 1402 WITH 1404 FOR GPM BUBBLER
4. ONCE RWS HAS BEEN INSTALLED FILL THE BASKET WITH PEA GRAVEL BEFORE LOCKING LID

1 ROOT WATERING WITH BUBBLER DETAIL



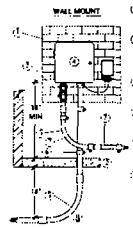
1. RAIN BIRD CONTROLLER, RAIN BIRD ESP-LX WALL MOUNT
2. 1 INCH PVC SCH 40 CONDUIT AND HARDWARE FOR VALVE WIRES
3. RAIN BIRD WR2 WIRELESS SENSOR CONTROLLER INTERFACE MOUNT ON WALL NEXT TO CONTROLLER
4. CABLE HARNESS FOR CONTROLLER INTERFACE (30" MAXIMUM)
5. GROUND WIRE TO GROUNDING ROD
6. JUNCTION BOX
7. 1-1/2 INCH STEEL CONDUIT TO POWER SUPPLY



WIRING DETAIL

NOTES:
1. FOR BEST PERFORMANCE, THE CONTROLLER INTERFACE SHOULD BE INSTALLED AT LEAST FIVE FEET ABOVE THE GROUND.
2. IT IS RECOMMENDED THAT THE CONTROLLER INTERFACE BE INSTALLED AWAY FROM SOURCES OF ELECTRICAL INTERFERENCE (PLANTS, TRANSFORMERS, GENERATORS, PUMPS, FANS, ELECTRICAL METER BOXES AND METAL OBJECTS TO MAXIMIZE COMMUNICATION RANGE.

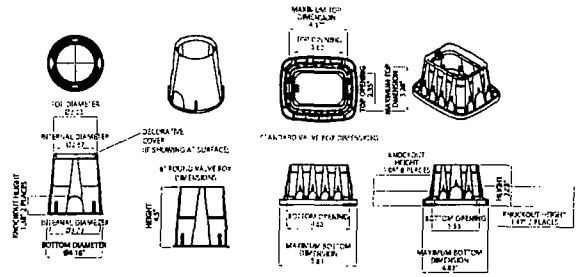
2 CONTROLLER AND RAIN SENSOR WIRING DETAIL



1. INSIDE WALL CLOSEST TO OUTSIDE PLANTER AREAS
2. FLOOR INSIDE BUILDING
3. GFI RECEPTACLE AND LOCKING SWITCH. 120V POWER SOURCE FOR IRRIGATION TIMER. SEE LOCAL CODE
4. IRRIGATION CONTROLLER, MOUNT ON INSIDE WALL OF BUILDING. INSTALL WITH PVC ELECTRICAL CONDUIT (GRAY), WITH LONG SWEEP ELBOWS.
5. LONG SWEEP ELBOW. ELECTRICAL CONDUIT (GRAY) SCH40 PVC. SEE ELECTRICAL CODE
6. WALL BRACKET STAND OFF TO ANCHOR CONDUIT TO WALL. SEE LOCAL ELEC. CODES
7. ELECTRICAL CONDUIT (GRAY), SIZE 1" MINIMUM. FOR 120V POWER SUPPLY. SEE LOCAL ELECT. CODES
8. ELECTRIC CONDUIT (GRAY) SCH40, FOR LOW VOLTAGE IRRIGATION CONTROL WIRE TO REMOTE CONTROL ZONE VALVE. SIZE TWICE THE SIZE OF WIRE BUNDLE.

NOTE: LOCATED IN EXISTING PARKING GARAGE LEVEL B1

3 CONTROLLER DETAIL



4 TYPICAL VALVE BOX DETAILS

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Primera Engineer
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Irrigation Details and Notes

LS-302

EXHIBIT C

RENOVATION BUDGET

EXHIBIT C

401 N Michigan Avenue
Riverfront Retail - Improvements on Public Property

	Public Property Allocation
General Conditions	$ 216,184
Union Staffing	$ 64,383
Permits	$ 60,000
Site Maintenance	$ 11,325
Selective Demolition	$ 578,792
Cast In Place Concrete	$ 763,200
Precast Concrete	$ 381,739
Metal Fabrications	$ 74,387
Decorative Metal Railings	$ 105,417
Carpentry	$ 900
Waterproofing	$ 589,501
Expansion Joint Cover Assemblies	$ 12,606
Joint Sealants	$ 3,000
Hollow Metal Doors/Frames/HW	$ 13,535
Stone Flooring & Wall Facing	$ 519,676
Painting and Wall Coverings	$ 300
Signage	$ 3,151
Site Furnishings	$ 9,454
Plumbing	$ 239,080
Electrical	$ 108,704
Asphalt Paving	$ 6,303
Earth Moving	$ 69,960
Planting Irrigation	$ 12,752
Planting	$ 120,848
	$ 3,965,198
Design and Engineering Fees @ 10%	$ 396,520
TOTAL	$ 4,361,718

EXHIBIT D

SCHEDULE

EXHIBIT D

401 North Michigan Avenue
Public Way Improvements
Construction Schedule

Commencement	May 1, 2016
Demolition Completion	September 2016
Concrete Superstructure Completion	March 2017
Precast Cladding and Balustrades Complete	August 2017
Concrete Stair Structure Complete	August 2017
Concrete Sidewalk Work Complete	September 2017
Architectural Finishes Complete	September 2017
Landscaping Complete	September 2017

EXHIBIT E

NBIS INSPECTION SPECIFICATION

FOR FURTHER INFORMATION CONTACT: Lonnie W. Luther, Center for Veterinary Medicine (HFV–104), Food and Drug Administration, 7519 Standish Pl., Rockville, MD 20855, 301–827–8549, e-mail: *lonnie.luther@fda.gov.*

SUPPLEMENTARY INFORMATION: Phoenix Scientific, Inc., 3915 South 48th St. Ter., St. Joseph, MO 64503, filed ANADA 200–382 for veterinary prescription use of Furosemide Syrup 1% in dogs by oral administration for treatment of edema associated with cardiac insufficiency and acute noninflammatory tissue edema. Phoenix Scientific's Furosemide Syrup 1% is approved as a generic copy of Intervet, Inc.'s LASIX (furosemide) Syrup 1%, approved under NADA 102–380. The ANADA is approved as of November 18, 2004, and the regulations are amended in 21 CFR 520.1010 to reflect the approval. The basis of approval is discussed in the freedom of information summary.

In accordance with the freedom of information provisions of 21 CFR part 20 and 21 CFR 514.11(e)(2)(ii), a summary of safety and effectiveness data and information submitted to support approval of this application may be seen in the Division of Dockets Management (HFA–305), Food and Drug Administration, 5630 Fishers Lane, rm. 1061, Rockville, MD 20852, between 9 a.m. and 4 p.m., Monday through Friday.

FDA has determined under 21 CFR 25.33(a)(1) that this action is of a type that does not individually or cumulatively have a significant effect on the human environment. Therefore, neither an environmental assessment nor an environmental impact statement is required.

This rule does not meet the definition of "rule" in 5 U.S.C. 804(3)(A) because it is a rule of "particular applicability." Therefore, it is not subject to the congressional review requirements in 5 U.S.C. 801–808.

List of Subjects in 21 CFR Part 520

Animal drugs.

■ Therefore, under the Federal Food, Drug, and Cosmetic Act and under authority delegated to the Commissioner of Food and Drugs and redelegated to the Center for Veterinary Medicine, 21 CFR part 520 is amended as follows:

PART 520—ORAL DOSAGE FORM NEW ANIMAL DRUGS

■ 1. The authority citation for 21 CFR part 520 continues to read as follows:

Authority: 21 U.S.C. 360b.

■ 2. Section 520.1010 is amended by adding paragraph (b)(4) to read as follows:

§ 520.1010 Furosemide.

* * * * *

(b) * * *

(4) No. 059130 for use of syrup in paragraph (a)(4) of this section for conditions of use in paragraph (d)(2)(i) and (d)(2)(ii)(A) of this section.

* * * * *

Dated: December 6, 2004.

Stephen F. Sundlof,

Director, Center for Veterinary Medicine.

[FR Doc. 04–27291 Filed 12–13–04; 8:45 am]

BILLING CODE 4160–01–S

DEPARTMENT OF TRANSPORTATION

Federal Highway Administration

23 CFR Part 650

[FHWA Docket No. FHWA–2001–8954]

RIN 2125–AE86

National Bridge Inspection Standards

AGENCY: Federal Highway Administration (FHWA), DOT.

ACTION: Final rule.

SUMMARY: The FHWA is revising its regulation on the National Bridge Inspection Standards (NBIS). This action is necessary to address perceived ambiguities in the NBIS that have been identified since the last update to the regulation in 1988. The changes clarify the NBIS language that is vague or ambiguous; reorganizes the NBIS into a more logical sequence; and makes the regulation easier to read and understand, not only by the inspector in the field, but also by those administering the highway bridge inspection programs at the State or Federal agency level.

DATES: This rule is effective January 13, 2005. The incorporation by reference of the publications listed in this rule is approved by the Director of the Federal Register as of January 13, 2005.

FOR FURTHER INFORMATION CONTACT: Mr. Wade F. Casey, P.E., Federal Lands Highway, HFPD–9, (202) 366–9486, or Mr. Robert Black, Office of the Chief Counsel, HCC–30, (202) 366–1359, Federal Highway Administration, 400 Seventh Street, SW., Washington, DC 20590–0001. Office hours are from 7:45 a.m. to 4:15 p.m. e.t., Monday through Friday, except Federal holidays.

SUPPLEMENTARY INFORMATION:

Electronic Access

An electronic copy of this document may also be downloaded by using a computer, modem and suitable communications software from the Government Printing Office's Electronic Bulletin Board Service at (202) 512–1661. Internet users may also reach the Office of the Federal Register's home page at: *http://www.archives.gov* and the Government Printing Office's Web page at: *http://www.access.gpo.gov/nara.*

Background

The FHWA bridge inspection program regulations were developed as a result of the Federal-Aid Highway Act of 1968 (Pub. L. 90–495, 82 Stat. 815) that required the Secretary of Transportation to establish NBIS to ensure the safety of the traveling public.

The 1968 Federal-Aid Highway Act directed the States to maintain an inventory of Federal-aid highway system bridges. The Federal-Aid Highway Act of 1970 (Pub. L. 91–605, 84 Stat. 1713) limited the NBIS to bridges on the Federal-aid highway system. The Surface Transportation Assistance Act of 1978 (Pub. L. 95–599, 92 Stat. 2689) extended NBIS requirements to bridges greater than 20 feet on all public roads. The Surface Transportation and Uniform Relocation Assistance Act of 1987 (Pub. L. 100–17, 101 Stat. 132) expanded the scope of bridge inspection programs to include special inspection procedures for fracture critical members and underwater inspection.

The FHWA published an advance notice of proposed rulemaking (ANPRM) on September 26, 2001, (66 FR 49154) to solicit comments on whether to revise its regulation on the NBIS. The majority of commenters to the ANPRM recommended that the FHWA revise the NBIS regulation.

Discussion of Comments Received to the Notice of Proposed Rulemaking (NPRM)

The FHWA published an NPRM on September 9, 2003, at 68 FR 53063, to solicit public comments on proposed changes to the NBIS. All comments received to the NPRM were carefully considered in the decision to publish a final rule. Commenters included: representatives from 1 Federal agency, 25 States, 44 counties, 9 cities, 1 Indian tribal government, 4 consulting firms, the American Association of State Highway and Transportation Officials (AASHTO), the Association of Diving Contractors International (ADCI), the Illinois Association of County Engineers (IACE), the National Association of County Engineers (NACE) and 3 private citizens.

Discussion of Rulemaking Text

The following summarizes the comments submitted to the docket by

the commenters on the NPRM, notes where and why changes have been made to the rule, and why particular recommendations or suggestions have not been incorporated into the following regulations. Paragraph references are as designated in the NPRM, unless otherwise stated.

Summary of Comments

In general, comments received to the NPRM provided both support for and opposition to the proposed changes. A number of commenters were concerned about the cost of the proposed changes versus the benefit and impact on bridge safety. Other commenters believed that the proposed regulation would help strengthen and improve the nation's bridge inspection program. Some commenters argued that there were still areas of ambiguity. Other commenters noted we had achieved our objective of addressing ambiguities in the current NBIS regulation. Commenters provided a lot of very good suggestions that have been considered in the final rule.

Section-by-Section Analysis

Section 650.301 Purpose

The FHWA did not receive any comments that specifically addressed this section.

Section 650.303 Applicability

The Missouri and Massachusetts DOTs agreed that the NBIS apply only to highway bridges.

The Illinois and Oklahoma DOTs as well as the AASHTO asked that definitions of "public road" and "highway bridge" be included to further clarify applicability. The Oregon DOT and the U.S. Navy also wanted to include a definition for "highway bridge."

FHWA response: The terms "public road" and "highway" are already defined in 23 U.S.C. 101. We added to the list of definitions in § 650.305 a reference to the existing definitions for "public road" and "highway."

The Iowa DOT pointed out that the AASHTO Manual for Condition Evaluation of Bridges [1] (hereinafter referred to as the AASHTO Manual) includes bridges that carry pedestrians and other non-highway passageways and that the NBIS needs to be very clear that it does not apply to these structures.

FHWA response: As clearly stated in § 650.303, the NBIS apply only to "highway bridges" located on "public roads." The AASHTO Manual may discuss other non-highway passageways; however, these bridges are not covered under the NBIS.

Collins Engineers and the U.S. Navy were concerned regarding the inspection of pedestrian and railroad bridges and potential threat to travelers on public highways. Likewise, Collins Engineers was concerned about privately owned bridges used by the motoring public.

FHWA response: Some confusion has existed about the applicability of the NBIS to privately owned highway bridges. While 23 U.S.C. 151 states that the NBIS are for all highway bridges, the FHWA has no legal authority to require private bridge owners to inspect and maintain their bridges. While the FHWA does not have the authority to compel the States to inspect privately owned highway bridges, the FHWA strongly encourages that private bridge owners follow the NBIS as the standard for inspecting privately owned highway bridges. Because of the seamless nature of the transportation infrastructure within many States, the motoring public does not know the difference between a privately owned and publicly owned highway bridge. Therefore, States should encourage private bridge owners to inspect their highway bridges in accordance with the NBIS or reroute any public highways away from such bridges if NBIS inspections are not conducted.

The National Bridge Inventory (NBI) lists roughly 2,200 privately owned highway bridges in some 41 States and Puerto Rico. However, the total number of privately owned highway bridges is unknown because the States are not required to report them to the FHWA. Many privately owned highway bridges can be assumed to carry public roads, some of which could be significant highways. The FHWA does not know if privately owned highway bridges are inspected using the NBIS or other standard and the FHWA does not know the level to which privately owned highway bridges are maintained.

Public authorities must follow the NBIS for all highway bridges located on all public roads. The term "public road" is defined in 23 U.S.C. 101(a)(27) as "any road or street under the jurisdiction of and maintained by a public authority and open to public travel." The NBIS applies to seasonally or periodically opened public roads and to limited access public access roads.

Highway bridges owned by Indian tribes are in a separate category. Indian tribes, as sovereign nations, have a unique government-to-government relationship with the Federal government. There is no explicit requirement in 23 U.S.C. 144 that requires inventory of tribally owned bridges. Likewise, there is no explicit requirement in 23 U.S.C. 151 that requires inspection of tribally owned bridges. Absent such clear language, the FHWA has no legal authority to require federally recognized Indian tribes to inventory tribally owned bridges or to comply with the NBIS. On the other hand, in order for tribally owned bridges to participate in the Indian Reservation Road Bridge Program (IRRBP) [2] and be eligible for Federal funding, a tribally owned bridge has to be inspected and placed in the NBI. Hence, for purposes of this rule, tribally owned bridges mean those bridges designed and constructed to FHWA standards, meeting the NBIS definition of a bridge, and open to the public. Finally, the FHWA strongly encourages that Indian tribes follow the NBIS, as the standard for inspecting tribally owned bridges, particularly those open to public travel (*see* 23 U.S.C. 151 for the statutory requirement for the National bridge inspection program).

The FHWA recognizes that the NBIS does not apply to federally owned bridges on roads that are used only by employees and not open to the general public. These bridges and administratively used roads support behind-the-scenes operations and are intended for use by employees engaged in official business.

The NBIS does not apply to tunnels, bridges that carry only pedestrians, railroad tracks, pipelines, or other types of non-highway passageways. Public authorities or bridge owners are strongly encouraged to inspect these non-highway carrying bridges and other significant structures. Similarly, the NBIS does not apply to the inspection of sign support structures, high mast lighting, retaining walls, noise barriers structures, and overhead traffic signs. Public authorities have an obligation to the motoring public to periodically inspect and maintain these facilities. Non-public authorities including utility companies, railroads, and private owners who may own these facilities, are strongly encouraged to periodically inspect and maintain their structures for the safety of the motoring public.

[1] The American Association of State Highway and Transportation Officials (AASHTO) Manual for Condition Evaluation of Bridges, 2000, Second Edition may be obtained upon payment in advance by writing to AASHTO, 444 N. Capitol Street, NW., Suite 249, Washington, DC 20001; or it may be ordered on line at the following URL: *http://www.aashto.org/aashto/home.nsf/frontpage.*

[2] The IRRBP was established under the Transportation Equity Act for the 21st Century (see 23 U.S.C. 202(d)(4)(A) and the regulation can be found at 23 CFR 661) for improving deficient Indian reservation road highway bridges.

There are some minimal NBI data items that are collected for highway tunnels and non-highway bridges over certain highways that can be collected without trespassing on private property. These items are described in the "Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges." [3]

The Chickasaw Nation commented that it agreed that tribally owned bridges are not subject to 23 U.S.C. 144 explicitly, however; if a tribally owned bridge is planned for replacement with Federal funds such as IRRBP funds,[4] then an inspection must be conducted. It also cautioned against considering tribally owned bridges not subject to the NBIS when many tribes consider all Indian Reservation Road (IRR) routes and bridges that fall within Indian lands to be tribally owned with right of way granted to the Bureau of Indian Affairs. It indicated that all bridges that fall on an IRR to be public regardless of ownership.

FHWA response: As stated previously, one of the requirements for participation in the IRRBP and eligibility for Federal funding is for the bridge to be recorded in the NBI maintained by the FHWA (see 23 CFR 661.25). In order for this to occur the bridge has to be inspected regardless of ownership. Therefore we agree that a tribally owned bridge needs to be inspected and placed in the NBI in order to obtain Federal funding via the IRRBP. For purposes of this rule, tribally owned bridges mean those bridges designed and constructed to FHWA standards, meeting the NBIS definition of a bridge, and open to the public. This rule addresses the responsibility for bridge safety inspections. It does not provide or intend to address ownership or jurisdictional issues of bridges on Indian reservations.

Section 650.305 Definitions

The Massachusetts, South Dakota and Tennessee DOTs were in favor of including a definition section.

The South Dakota DOT wanted clarification of what is meant by "major flood event," "critical finding," and "predominant bridge inspection experience." The Tennessee DOT wanted to know what "critical finding" means as used in the proposed § 650.313(l).

FHWA response: We added a definition for "critical finding." A definition for "major flood event" is not required since the term has been removed from the regulation. We believe that the definition for "bridge inspection experience," which includes the statement that "the predominate amount" of experience be "bridge inspection," adequately addresses the intent that a preponderance of the experience for qualification should come from other than bridge design, bridge maintenance or bridge construction experience.

The Kansas DOT wanted the NBIS to either define, replace or eliminate the following terms: "public road," "highway bridge," "professional engineer," "predominant and substantial," "80 hours," "damage inspection," and "routine permit inspection."

The Iowa and Kansas DOTs as well as the AASHTO each recommended that the definition for "damage inspection" be changed. The Illinois DOT proposed a definition for "damage inspection."

The Missouri DOT indicated a preference for retaining the current definition for a "bridge." The Iowa DOT recommended a change in the first sentence of the "bridge" definition deleting reference to "other moving loads."

The Kansas DOT and the AASHTO did not like the 80-hour requirement used in the definition for "comprehensive bridge inspection training." The Kansas DOT was also concerned about its impact on local agencies being able to find qualified consultants with this level of training.

The Iowa DOT as well as the AASHTO recommended inclusion of the term "professional engineer" within the NBIS.

The New Jersey DOT wanted to include a definition for "public road."

The Washington DOT wanted the term "public authority" defined in the NBIS.

The Wyoming DOT commented that the NBIS should clearly identify whether it applies to "privately owned bridges," those located on seasonally opened roads, and those with limited access.

FHWA response: Definitions have been added for "professional engineer" and "damage inspection." The definition from the AASHTO manual for "damage inspection" that was proposed by the Illinois DOT has been adopted. The terms "80 hours," "substantial," "routine permit inspection," and "public authority" will not be used in the regulation. The term "predominate" will continue to be used in the definition of bridge inspection experience as explained above. The terms "highway" and "public road" are already defined in 23 U.S.C. 101 (a) (11) and (27), respectively. Since the U. S. Code takes precedence over regulations, we reference 23 U.S.C. for the definitions for highway and public road. These definitions will be cited in § 650.305.

We will continue to use the AASHTO definition for "bridge," an action supported by the majority of commenters. The FHWA adopted the AASHTO definition for "bridge" early in the National Bridge Inspection Program. Title 23, U.S.C., section 151 directed the Secretary to establish national bridge inspection standards in consultation with the State transportation departments and interested and knowledgeable private organizations and individuals. Consultation with the State transportation departments through the AASHTO Highway Subcommittee on Bridges and Structures, convinced the FHWA to adopt the AASHTO definition of bridge that has been used since the NBIS was first drafted.

The ADCI wanted the NBIS to include Occupational Safety and Health Administration (OSHA) regulation requirements when diving operations are conducted. The ADCI also commented that a definition for OSHA Safety Standards for Commercial Diving Operations be included in the NBIS. The ADCI also recommended that the term "designated diving supervisor" be included with the definitions along with a revised definition for underwater inspection to indicate diving operations shall be completed in accordance with OSHA regulations.

FHWA response: The FHWA believes that safe diving practices as prescribed by OSHA regulations should be employed during all bridge inspection diving, but we do not reference them. OSHA regulations pertain to both underwater and above-water inspections, so any omission in this standard does not relieve diving inspectors of the requirement to follow OSHA regulations.

The term "designated diving supervisor" is not used in the regulation and will not be included in the definition section.

The Tennessee DOT provided commentary and questions regarding the use of the terms "action plan" and "inspection plan."

FHWA response: The Tennessee DOT points out that these terms are used throughout the regulation and that their

[3] The "Recording and Coding Guide for Structure Inventory and Appraisal of the Nation's Bridges," December 1995, Report No. FHWA–PD–96–001, is available electronically at the following URL: *http//www.fhwa.dot.gov//bridge/mtguide doc* and may be inspected and copied as prescribed in 49 CFR part 7.

[4] IRRBP funds are provided under the Federal Lands Highway Program see 23 U.S.C. 202(d)(4)(A) and the regulation can be found at 23 CFR 661.

intent should be clear and consistent. Where these terms are used, we have made changes to clarify their meaning, or we have removed them. Refer to the preamble discussion of § 650.313.

The AASHTO and Kansas DOT indicated that the word "and" was missing in the AASHTO title.

FHWA response: We agree and have made this change.

The Massachusetts, Minnesota, Kansas, Michigan, Iowa, and Arkansas DOTs along with the AASHTO asked for a more precise definition of the terms used in the definition for "bridge inspection experience." The IACE discussed the impact of this definition on inspections performed by local agencies.

FHWA response: We have reviewed the definition of "bridge inspection experience" and made minor changes to address these comments. We noted that this definition is adequate to convey the minimum requirements for experience to assure that inspectors are qualified.

The New Jersey, Minnesota and Tennessee DOTs wanted clarification of the term "complex bridge."

FHWA response: The definition gives the States latitude to determine which bridges should be placed in this category and receive special attention. Including complex bridges in § 650.313 captures the intent in the AASHTO Manual that some structures deserve special attention. Cable stayed bridges, suspension bridges, and movable bridges require specialized procedures. The bridge inspection program manager, as defined in § 650.305, may determine that other bridge types require special attention.

The Michigan DOT recommended defining the term "fatigue sensitive" to distinguish from the term "fracture critical."

FHWA response: Since the term "fatigue sensitive" refers to steel members or details that may or may not be part of a load-path redundant system, and since this term is not used in the regulation, we have not added a definition to § 650.305.

The Iowa DOT recommended that "fracture critical inspection" be changed to "fracture critical member inspection." It also provided some commentary on the use of the term "hands on" in this definition and made some suggestions to modify the definition. The Minnesota and Oregon DOT were concerned about the definition for "fracture critical member" and recommended that it be rewritten.

FHWA response: The term "fracture critical" is consistent with the AASHTO Manual. The term "fracture critical member inspection" will be used in the regulation. The intent is to give special attention to member or member components in spans that do not have load path redundancy.

The IACE, Michigan and Iowa DOTs commented that the definition for "hands-on" inspection should be modified using "may be supplemented by nondestructive testing" instead of "are supplemented by nondestructive testing."

The Iowa DOT recommended that the definition for "in-depth inspection" be modified to note that "hands on inspection may be necessary" but not mandatory.

FHWA response: The second sentence of the definition for "hands-on" has been modified by changing "are" to "may be" so that nondestructive testing is not a requirement of hands-on inspection. The definition for "in-depth inspection" has been modified to note that hands-on inspection may be necessary at some locations.

The Michigan DOT provided a discussion and questions regarding initial inspection. Their discussion states that the definition should include the term "routine inspection procedures" and require timelines for ratings. Collins Engineers commenting on § 650.311(a)(1) pointed out that the depth of routine, biennial inspections varies greatly and recommended a change reflecting that routine inspections be performed hands-on.

FHWA response: We have adopted the definitions for inspection types including "initial" and "routine" that are consistent with the AASHTO Manual.

The Indiana and Maryland DOTs provided commentary and suggested that the definition and role of the "program manager" needs clarification.

FHWA response: The Indiana DOT's concern is that the definition allows more than one program manager. That is a correct assessment of our intent. We do not want to restrict those States that want to have more than one program manager. However, the FHWA desires one individual with overall responsibility for § 650.307(c)(1) and (2). The Maryland DOT wants the definition changed to "eliminate the need for any small local jurisdiction to require fully trained individuals." A qualified team leader must be present for each initial, routine, in-depth, fracture critical member and underwater inspection, regardless of the jurisdiction, and a program manager must be available to provide overall direction to team leaders. The program manager definition in § 650.305 has been revised and the role clarified in § 650.307.

The Arkansas DOT wanted the term "responsible capacity" defined in the NBIS.

FHWA response: We have removed this term from the regulation.

The Iowa, Kansas and Washington DOTs as well as the AASHTO recommended that the definition for "legal load" be modified.

FHWA response: This definition allows the States the flexibility to use their own legal loads, established in State law.

The Illinois, Kansas, and Wisconsin DOTs and the AASHTO recommended changes for the definition "routine permit load."

FHWA response: We have amended the definition in § 650.305 to reflect these recommendations.

The Texas and Oklahoma DOTs recommended that the definition for "scour critical" be modified.

FHWA response: We have considered the comments on this topic and have provided a definition for "scour critical bridge." The NBI item number 113, scour critical bridge, is used to identify the current status of a bridge regarding its vulnerability to scour.

The observed scour condition is one determined during a bridge inspection, or during/after a flood event. A conclusion of instability would typically be attained by comparing the observed scour condition with: (a) The known foundation type and tip elevation, and (b) computed scour critical elevation as determined by an interdisciplinary team.

The evaluated scour condition is one determined by: (1) An assessment of the bridge information available such as foundation type and tip elevation; location of the bridge; review of bridge inspection files; comparison of channel profiles upstream of the bridge, within the bridge opening and downstream of the bridge; soil type; historical data from other bridges on an adjacent stream, and/or (2) a calculation to determine potential scour around the bridge foundation and/or stream instability in the vicinity of the bridge.

The Washington DOT recommended that the NBIS include a definition for "State transportation department."

FHWA response: The term "State transportation department" is already defined in 23 U.S.C. 101(a)(11).

Section 650.307 Bridge Inspection Organization

Federally Owned Bridges

The Missouri DOT wanted clarification that in § 650.307(a) States are relieved of responsibility for federally owned bridges. The Kansas

DOT indicated it is having problems obtaining data on federally owned bridges. The AASHTO suggested that supplying Federal bridge data is waived for Federal agencies.

FHWA response: States are no longer responsible for reporting inspection data on Federal bridges to the FHWA. Federal bridge owners report inspection data directly to the FHWA. The FHWA supplies Federal bridge inspection data to the States. For security and other purposes, the States should have an up-to-date inventory of Federal bridges located within each State.

Bridge Inspection Program Responsibility

The Michigan and Iowa DOTs in response to § 650.307(a) argued that public authorities and/or bridge owners should be responsible for bridge inspections and not the State. The Washington DOT noted that the majority of county and city bridges are inspected by their owners.

FHWA response: The present bridge inspection standards regulation requires the States to have a bridge inspection organization capable of performing the bridge inspections (23 CFR 650.303(a)). The part of the regulation that requires the actual inspection of all bridges on public roads (§ 650.305(a)) is written in the passive voice. Consequently, there might be some confusion as to who is responsible for inspecting each highway bridge in a State.

The FHWA believes, however, that the language of 23 U.S.C. 151 is clear that a State is ultimately responsible for the inspection of public highway bridges within the State, except for those that are federally owned or tribally owned. Subsection (a) of section 151 directs the Secretary, "in consultation with the State transportation departments and interested and knowledgeable private organizations," to establish the bridge inspection standards for "all highway bridges." In subsection (b) the Congress mandates that the standards shall, at a minimum, "specify, in detail, the method by which such inspections shall be carried out by the States." The final rule clears up any ambiguity caused by the existing regulation.

The State DOT can delegate to a smaller unit of the State, for example, a city or county, the inspection of bridges owned or controlled by that unit. A State can direct smaller State units to conduct the NBIS inspections on bridges under its control and that would satisfy § 650.307. However, because of the fundamental relationship established in title 23 of the U.S. Code between the FHWA and a State DOT, if the inspections by a city or county were not done, the FHWA could withhold Federal-aid highway funds from the State.

Bridge Inspection Funding

The NACE commented on § 650.307(a) and asked why counties have to complete inspections using their own funds.

FHWA response: Federal Bridge Funds (*i.e.*, Highway Bridge Replacement and Rehabilitation Program (HBRRP) funds) can be spent on bridge inspection activities, regardless of the agency performing the inspections. The use and distribution of HBRRP funds within the State is within the State's discretion.

Quality Assurance and Quality Control

The Wyoming DOT commented on § 650.307(c)(1) that all references to "quality assurance (QA)" be removed.

FHWA response: In the past, the FHWA addressed QA as part of a nonregulatory supplement to the Federal-aid program guide. QA is also addressed in the AASHTO Manual. Many States currently have active QA programs; some do not. The FHWA believes that it is imperative that a statewide or Federal agency wide QA program be in place to assure that bridge inspections are being conducted in accordance with these standards and to assure the quality of inspection data. We have included a definition of quality control (QC) and QA to reflect this in § 650.305.

Role of Consultants

The Washington DOT had a question regarding § 650.307(c) for acceptable roles of consultants based on the discussion in the preamble to the NPRM.

FHWA response: Consultants may perform § 650.307(c)(1) and/or (2) activities and functions. To ensure that all NBIS requirements are met, the State still needs a program manager, even when paragraph (c)(1) activities are performed by consultants.

The California DOT supports the changes contained in § 650.307(c).

OSHA Standards

The ADCI wanted to amend § 650.307(c) to add requirements for bridge inspection organizations to conduct dive operations in a safe manner by establishing dive team member qualifications and training for the conduct of safe diving operations that meet or exceed OSHA standards.

FHWA response: This comment was previously addressed in the discussion of § 650.305 regarding diving operations meeting or exceeding OSHA standards.

Delegation of NBIS Functions

The Hillsdale County Road Commission (HCRC) in Michigan, commented that § 650.307(d) may enable the State to perform inspections of county bridges and was concerned about what will be charged and whether control will be lost regarding bridge postings.

FHWA response: States have always had the responsibility for inspections under the NBIS. Delegation of the NBIS functions to counties and other local agencies is a State issue.

Written Agreements

The Missouri, Illinois, Kansas, and Michigan DOTs as well as the AASHTO commented on § 650.307(d) and the ramifications of entering in agreements with local agencies, stating such agreements should not be part of the NBIS. The Indiana DOT indicated that it would need additional resources (*i.e.*, funding) in order to comply with this section and stated that the intent of clearly defining responsibilities was good, but did not require a regulatory change. The Illinois DOT and the IACE maintain that local agencies and the State have excellent working relationships and need no agreements or State statutes. The New Jersey DOT expressed concern that this section might be interpreted to mean that bridge inspections are discretionary and may limit delegation to public authorities. The Minnesota DOT suggested a rewrite to this section to indicate that delegation does not relieve the State of program oversight or quality assurance. The Alabama DOT commented that the FHWA should "acknowledge that States may delegate NBIS requirements (not responsibilities) in accordance with any laws, regulations or policies that the States may have in effect." The California DOT supported the proposed change. The Marshal and Miami Counties in Kansas indicated that the States should be responsible to assure compliance and delegation should be by written agreement. The Miami County in Kansas further commented that the consequences of not following the NBIS should be strongly stated. Thirty-seven Kansas counties, seven Kansas cities, and one Kansas consultant commented that they did not want written agreements that were proposed in § 650.307(d) and that local agencies currently have a good working relationship with the State.

FHWA response: The FHWA has reconsidered its position on written agreements after reviewing the many

comments provided. The proposed requirement that delegation must be according to State law or fully executed written agreements has been removed. However, State transportation departments are encouraged to use formal means in delegating these activities and it is essential that all parties involved have a clear understanding as to what requirements are and are not being delegated. The State is still ultimately responsible for the inspection of public highway bridges within the State, except for those that are federally owned or tribally owned.

Program Manager Leadership

The Indiana DOT, in response to § 650.307(e), stated it would need additional resources (*i.e.*, funding) in order to comply with this section and argued that it did not require a regulatory change. The Illinois, Alabama, Kansas, Michigan and Oregon DOTs as well as the AASHTO were concerned regarding proposed language related to the requirement for "program manager."

The Illinois DOT noted that many local agencies use consulting engineers and that the rule change prohibits "program managers" from being consultants. The NACE stated that program manager guidelines are sufficient; however, the expectation that the same experience be required of a town with one bridge is not practical. The Marshal County in Kansas commented that delegated authorities be allowed to hire consultants to act as "project" managers. The Iowa DOT commented that § 650.307(e) qualification standard would place more education, training and experience requirements onto the counties and cities. Thirty-seven Kansas counties, seven Kansas cities, and one Kansas consultant commented that local agencies should continue to have the option to hire a consultant to handle inspections. The Alcona County Road Commission (ACRC) in Michigan commented that program manager requirements applying to towns with only one bridge is cause for serious local agency concern and requires further discussion.

FHWA response: The FHWA has reconsidered its position regarding each organizational unit being led by a program manager. The program manager qualification requirement applies to the overall State or Federal agency program level. Each State transportation department or Federal agency is only required to have one statewide or Federal agency wide program manager. Applying the program manager requirement to organizational sub-units or delegated agencies is at the discretion of the State or Federal agency. However, State transportation departments remain responsible for the application of these standards to all highway bridges, even when inspections or other requirements are delegated. For this reason, State transportation departments should be cautious when delegating inspections or other requirements to local agencies that do not have a qualified bridge inspection program manager. In such cases, as in the example of the small town with one bridge and no qualified program manager, the State will assume a direct program manager role in the delegated inspection program.

Qualified consultants may be hired or contracted by State transportation departments, their delegated agencies, and Federal agencies to perform the activities and functions of these standards. However, to ensure that all of the requirements of these standards are met, the States or Federal agencies still need a program manager, even when consultants perform § 650.307(c)(1) activities and functions.

Section 650.309 Qualifications of Personnel

Professional Engineer Discipline; Comprehensive and Refresher Training

The Missouri DOT commented relative to § 650.309 (a)(1), that the NBIS should not specify the discipline of the professional engineer and that the States or Federal agencies can elect to adopt even more specific requirements. A private citizen noted that the professional engineer discipline should be specified as structural, and, that too much emphasis was placed on the professional engineer title rather than the amount and extent of experience and training. The New Jersey DOT stated that the program manager should be required to have field experience.

FHWA response: Our position remains as stated in the preamble to the NPRM that the laws governing licensure within each State or Federal agency ensure that professional engineers only practice engineering in the fields in which they are qualified and experienced. Furthermore, the State or Federal agency is responsible for ensuring that those individuals involved in the bridge inspection program meet the minimum qualifications defined in the NBIS. Although the regulations do not specify the engineering discipline of the professional engineer, individual States or Federal agencies can adopt requirements that are more stringent than the minimum requirements established by the NBIS.

The FHWA agrees that additional emphasis on training is needed. Recommendations from the June 2001 FHWA study of the "Reliability of Visual Inspection for Highway Bridges"[5] also support the need for further emphasis on training. Accordingly, the regulation includes comprehensive training and refresher training requirements for program managers and team leaders.

Program Manager Qualifications

The South Dakota DOT indicated that they have a professional engineer exemption within their State and asked how the FHWA would address this issue.

FHWA response: Section 650.309 (a)(1) allows two ways of qualifying as a program manager, one of which is being a professional engineer. In those instances where the State exempts its staff from registration requirements, a program manager would have to either be a professional engineer, despite the exemption for State government employees, or have 10 years of bridge inspection experience.

Completion of Comprehensive Bridge Inspection Training

Mr. Todd Hertel commented on § 650.309(a)(2), asking why the program manager is given 12 months to complete training and not the team leader.

FHWA response: Ideally, an individual will have completed the comprehensive bridge inspection training prior to becoming a team leader or program manager. Exceptions to this should be rare. In recognition of the fact that some flexibility is needed to accommodate employee turnover and scheduling of the training, we have removed the 12-month time frame from § 650.309(a)(2). As stated above, the expectation is that individuals will complete the comprehensive training prior to becoming program managers or team leaders. When this is not possible, those individuals will aggressively seek to obtain the training as soon as possible, preferably within 12 months of becoming a program manager or team leader. Prior successful completion of the FHWA approved comprehensive bridge inspection training is acceptable for individuals serving as program managers and team leaders at the time this regulation becomes effective.

[5] Reliability of Visual Inspection for Highway Bridges Vols I and II [FHWA-RD-01-020 ; FHWA-RD-01-021] is a publication which documents research done on the accuracy and reliability of the highway bridge inspection process. This report is available through the National Technical Information Service, Springfield, Virginia 22161 or it may be ordered online at the following URL: *http://www.ntis.gov.*

County Engineer Qualifications

The HCRC in Michigan asked if a county engineer would still be qualified to administer the county program that is performed by a consulting firm and if small consulting firms would be able to adhere to these personnel requirements.

FHWA response: The roles and responsibilities of a program manager have been clarified in § 650.307. The qualifications for a program manager or team leader apply regardless of the individual's employer, *i.e.*, State, county, city, consulting firm, etc.

Comprehensive Bridge Inspection Training Requirement

The Missouri, Illinois, Maryland, Minnesota, Kansas, and Virginia DOTs as well as the AASHTO and the IACE in commenting on § 650.309(a)(2) do not agree with the requirement for "comprehensive bridge inspection training" for program managers particularly those who are professional engineers. The Massachusetts, South Dakota and California DOTs support the requirement for "comprehensive bridge inspection training" for program managers. The Pennsylvania DOT recommended that those currently serving as program managers be exempted from the comprehensive training requirement and that nonprofessional engineers should not be program managers. The IACE and the NACE stated that the "comprehensive bridge inspection training" would be burdensome on local agency resources. Thirty-six Kansas counties, six Kansas cities, and two Kansas consultants commented on the proposed § 650.309(a) that local agencies should continue to have the option to hire consultants to handle inspections, with the professional requirement for the program manager, but not the comprehensive training requirement.

FHWA response: The FHWA's position on comprehensive bridge inspection training for program managers has not changed from the previously proposed § 650.309(a)(2). We agree with the majority of commenters to the ANPRM, who were in favor of establishing training and experience requirements for the individual in charge of the bridge inspection program. A program manager needs to be thoroughly familiar with bridge inspection terminology and techniques along with data collection practices and procedures in order to ensure the consistency and reliability of the bridge inspection program. Completion of the same comprehensive training as required for team leaders is one method of addressing the consistency and reliability issues. These issues apply regardless of the program manager's experience level or professional engineer status.

We have clarified the roles and responsibilities of the program manager in part to address the concerns expressed by several localities regarding the burden imposed by the training requirement.

The current comprehensive training course offered by the National Highway Institute (NHI) is not the only option available. A few States have developed their own comprehensive training and certification programs. In recognition of the need to retain this flexibility, States or Federal agencies are permitted to develop their own "comprehensive inspection training" programs subject to approval by the FHWA. The FHWA will use the "comprehensive bridge inspection training" definition and the "Bridge Inspector's Reference Manual (BIRM)" [6] as criteria to apply when reviewing these programs. In addition, the NHI course material [7] is available for those who wish to deliver the training using their own resources.

Regarding the FHWA approval of comprehensive training proposals, it is anticipated that the local FHWA Division office, in consultation with the FHWA Headquarters Office of Bridge Technology, will review and approve proposals from the States. The FHWA Headquarters Office of Bridge Technology will review and approve submittals from Federal agencies.

Professional Engineering, Specialty

The South Dakota and Virginia DOTs and Mr. Todd Hertel commented on § 650.309(b)(2)(i) asking what is meant by a bachelor's degree in "professional engineering" and recommended that it should say bachelor's degree in engineering.

FHWA response: The FHWA has reconsidered its position and has deleted the word "professional."

The New Jersey and Massachusetts DOTs commented on § 650.309(b)(2)(i) and noted that the engineering specialty is too vague and needs to be specified. The Massachusetts DOT stated that a bachelor's degree in civil, structural or related engineering discipline that provides a background in structural analysis should be included.

FHWA response: The FHWA's position is that at a minimum, an individual with a bachelor's degree in engineering who has successfully completed the National Council of Examiners for Engineering and Surveying Fundamentals of Engineering examination and obtained two years of bridge inspection experience, would qualify as a team leader regardless of the specific discipline of the bachelor's degree. Although the phrase "bachelor's degree in engineering" is not specific to the discipline of engineering, individual States or Federal agencies can adopt requirements that are more stringent than the minimum established by the NBIS.

Engineers Educated at Foreign Universities

The New Jersey DOT commented on § 650.309(b)(2)(i) and indicated that engineers educated at foreign universities would not comply with the accreditation board requirement.

FHWA response: The Accreditation Board for Engineering and Technology (ABET) evaluates institutions outside of the United States. The evaluation is not the same as accreditation; however, an ABET evaluation can result in an assessment of "substantial equivalency." The "substantial equivalency" determination implies reasonable confidence that the foreign institution's program has prepared its graduates to begin professional practice at the entry level. Information on the substantial equivalent programs, including a list of programs that have been assessed by ABET, is available at *http://www.abet.org/international/sub_equ_prg1.html.*

Additionally, in 1989, several countries including the United States entered an international agreement known as the "Washington Accord" which recognizes the substantial equivalency of engineering programs accredited by these countries. The accord further recommends that graduates of accredited undergraduate programs in any of the signatory countries be recognized by the other countries as having met the requirements for entry into the practice of engineering. Additional information, including a list of signatory countries, may be obtained at *http://www.washingtonaccord.org.*

In consideration of international engineering education programs, the regulation has been revised to reference the substantial equivalency options available through the ABET.

[6] The Bridge Inspector's Reference Manual (BIRM), 2003, FHWA–NHI–03–001, may be purchased from the U.S. Government Printing Office, Washington, DC and from National Technical Information Service, Springfield, Virginia 22161, and may be viewed online at the following URL: *http://www.fhwa.dot.gov/bridge/bripub.htm.*

[7] Information regarding NHI training course material can be obtained by contacting the FHWA Report Center at the following electronic mail address: *report:center@fhwa.dot gov.*

Engineer-in-Training

Mr. Todd Hertel commented on § 650.309(b)(2)(ii) and wanted to know why the engineer-in-training (EIT) is a requirement. The Miami County in Kansas commenter agreed with all provisions of § 650.309 especially the addition of an EIT as a team leader with two years experience. The Wyoming DOT and Mr. Jerry Fowler, private citizen, stated that the proposed qualifications for "team leader" were too stringent. The Illinois and Kansas DOTs, the IACE, and the AASHTO noted that §§ 650.309(b)(1) through 650.309(b)(4) were required for "team leaders"; however a team leader only needs to meet one of the qualifications, not all. The Maryland DOT stated that professional engineer team leaders with five years experience could be "grandfathered" with respect to the comprehensive training requirement. The Iowa DOT commented that the requirements of § 650.309(b) would place more education, training and inspection experience requirements onto counties and cities. The Pennsylvania DOT agreed with the proposed § 650.309(b); however, it argued that States with a rigorous training and certification program for inspectors should be allowed to substitute an acceptable combination of education, experience and training for the requirements in this section.

FHWA response: The EIT is not a requirement. It is a component of one of the options available for qualification as a team leader under § 650.309(b). The team leader requirements resulted in confusion among several commenters. Accordingly, the FHWA clarified the wording under § 650.309(b) and re-ordered the subparagraphs.

The FHWA's position on comprehensive bridge inspection training for team leaders has not changed from the previously proposed § 650.309(a)(2). We believe that an individual in a team leader position needs to be thoroughly familiar with bridge inspection terminology and techniques along with data collection practices and procedures regardless of the team leader's experience level or professional engineer status. With respect to "grandfathering" current team leaders who are professional engineers but have never completed comprehensive bridge inspection training, the expectation is that those individuals will aggressively seek to obtain the required training as soon as possible, preferably within 12 months of the effective date of this regulation. Prior successful completion of the FHWA approved comprehensive bridge inspection training is acceptable for individuals serving as team leaders at the time this regulation becomes effective.

As indicated in a previous response, the current comprehensive training course offered by the National Highway Institute is not the only option available. A few States have developed their own comprehensive training and certification programs. In recognition of the need to retain this flexibility, States and Federal organizations are permitted to develop their own "comprehensive inspection training" programs subject to approval by the FHWA. The FHWA will use the comprehensive bridge inspection training definition and the "Bridge Inspector's Reference Manual (BIRM)" as criteria to apply when reviewing these programs. In addition, the National Highway Institute course material is available for those who wish to deliver the training using their own resources.

The FHWA acknowledges the Pennsylvania DOT comment, that there are acceptable alternative combinations of education, experience and training for the requirements of "team leader." Accordingly, we added § 650.309(b)(5) to provide another option to qualify as a team leader.

Bridge Inspection Experience

The Iowa DOT and the AASHTO commented on § 650.309(b)(3) as it relates to "bridge inspection experience" and noted that the term "predominant" used in the definition for this phrase be replaced with the word "substantial." Mr. Todd Hertel commented that a "year's experience" is not defined.

FHWA response: The FHWA recognizes that there are many factors involved in evaluating an individual's bridge inspection experience level. We believe that the definition for "bridge inspection experience," which includes the statement that "the predominate amount" of experience be "bridge inspection," adequately addresses the intent that a preponderance of the experience for qualification should come from other than bridge design, bridge maintenance or bridge construction experience.

Experience in the Field of Practice

The New Jersey DOT commented on § 650.309(b)(4) indicating that the regulation should mandate that a team leader with a professional engineer license should have experience in the field in which they are practicing.

FHWA position: We believe that the laws governing licensure within each State or Federal agency ensure that professional engineers only practice engineering in the fields in which they are qualified and experienced. The process for obtaining a professional engineer license involves a requirement for a minimum number of years of engineering experience. It is the State or Federal agency's responsibility to ensure that the experience that qualified the individual for professional engineer status is relevant to bridge inspection activities. In addition, although the regulations do not specify a field inspection experience requirement for a team leader who is a professional engineer, individual States or Federal agencies can adopt requirements that are more stringent than the minimums established by the NBIS.

Load Rater Qualifications

The Missouri, Illinois, South Dakota, Alabama, and Pennsylvania DOTs agreed with the requirement in the proposed § 650.309(c). The Maryland DOT indicated that the term "determining" should be changed to "certifies" or "reviews and approves." The South Dakota DOT is concerned regarding the impact of the South Dakota exemption for State government professional engineers on this section. The Kansas DOT commented that a "structural engineer" might function in some States as the "professional engineer." The Illinois DOT and the AASHTO provided language addressing the State of Illinois use of "structural engineers" as a "professional engineer" specialty used to perform structural evaluations.

The Virginia DOT did not agree with the proposed language and stated that a professional engineer license should not be required to fill out a computer data input form. The Pennsylvania DOT commented that responsibility for this individual should also include load-posting evaluations.

FHWA response: Bridge load rating calculations require engineering judgment in determining the safe load-carrying capacity of a bridge and arriving at posting and permitting decisions. Given the importance of these calculations, the person charged with the overall responsibility for load rating bridges should be a professional engineer. The licensing laws require that the professional engineer only practice engineering in areas where he/she is qualified and experienced. Although the discipline of the professional engineer is not specified in the regulation, States or Federal organizations may opt to require a more specific professional engineer discipline, such as structural engineering.

In some organizational structures, the overall responsibility for load ratings may rest with the program manager. In others, there may be several individuals responsible for determining load ratings, in which case each would have to be a professional engineer. The intent is not to require a professional engineer qualification for individuals who simply enter data into load rating computer programs, but rather require that the person(s) who provides the necessary engineering judgment and reviews and approves the actual load rating result be a professional engineer.

The posting of load restrictions on bridges is based in part on the load rating values provided by a professional engineer. As long as a professional engineer has accepted the load rating calculation, the FHWA does not see a need to require a professional engineer to make the posting decision as well. Again, a State or Federal agency may opt to require that the person responsible for load posting be a professional engineer.

Bridge Inspection Refresher Training

The Massachusetts DOT and the U.S. Navy commented that they were in favor of bridge inspection refresher training. The Pennsylvania DOT strongly supports refresher training of inspectors and team leaders every two years with exams; however, they recommended that the "refresher course" should be defined in the NBIS. Mr. Michael Magner, private citizen, indicated that in order to keep his National Institute for Certification in Engineering Technologies (NICET) certification he must document continuing education and experience every four years; therefore, he agrees with not only continuing training but also certification. The Wisconsin DOT does not agree with the proposed § 650.309(d), however; it believes in the concept of refresher training and that it should be left up to the State to determine frequency, content, and duration.

The Missouri DOT does not agree with the proposed § 650.309(d) for program managers and opposes the refresher training requirement for team leaders; however, it recognizes some merit to refresher training if there has been a lapse in conduct of inspections of 2 or more years.

The Indiana DOT agrees that the intent of refresher training is good; however, the costs and logistics involved in executing this requirement would place a strain on State resources. The Wyoming DOT commented that this refresher training should not be a requirement for program managers, but should be required of team leaders as long as the training can be performed in-house. The Illinois DOT commented that because of the costs associated with refresher training they were reluctant to mandate this requirement especially for professional engineers.

The Minnesota DOT noted that the term "refresher training" is undefined, and as such may be overly burdensome and expensive and recommends that it be advisory and not mandatory. The Kansas DOT commented that training costs are significant and that they have no need for refresher training. The Washington DOT noted that the extent of refresher training needs clarification and that those who work full time in the inspection arena under an FHWA approved quality assurance program be exempted from this requirement.

The IACE indicated that the refresher-training requirement would be a burden on the local agency resources. The NACE thought the refresher training provision to be costly for local governments and proposed a tiered approach based on bridge type and complexity. They also recommended that turning the training development and deployment over to the local technical assistance programs (LTAPs) would be a more economical approach.

The Iowa DOT commented that refresher training would place more requirements on the counties and cities. The ACRC in Michigan supported refresher training, but thought that it should be carefully tailored to local needs, and also be relevant, economical and of short duration. The AASHTO recommended that the NBIS not mandate refresher training every five years for all program managers and team leaders. The Virginia DOT asked that the requirement for refresher training for program managers be removed.

FHWA response: The FHWA has reevaluated the refresher training requirement. First, we have determined that refresher training would be more appropriately addressed as part of quality control (QC) and quality assurance (QA) procedures. Accordingly, we have deleted the proposed § 650.309(d) and revised § 650.313 to include refresher training as part of QC and QA. For additional details regarding QC and QA procedures see § 650.313 preamble discussion.

Second, we recognize there are some differences in inspection programs across the nation and the need for flexibility in determining the frequency, duration, and to some extent, the content of refresher training. Accordingly, we have added a definition of "bridge inspection refresher training" under § 650.305 that allows for the necessary flexibility.

While the NHI Bridge Inspection Refresher 130053 training course[6] would be acceptable, it is not the only option. States or Federal agencies are permitted to develop their own refresher training programs. The details of these programs, such as training content, frequency, and method of delivery, would be defined in the QA and QC procedures that are periodically reviewed by the FHWA under § 650.313(g).

Underwater Diver Bridge Inspection Training

The Missouri and Massachusetts DOTs agreed with the proposed § 650.309(e) that requires either the comprehensive bridge inspection training or other FHWA approved training for underwater bridge inspection divers.

The Wyoming DOT disagreed with the proposed § 650.309(e) in regards to the option of having FHWA approved underwater bridge inspection training. The Illinois DOT argued that divers did not need this degree of training if a qualified team leader were on site and in communication with the divers during underwater inspection. The Minnesota, Illinois and Kansas DOT stated that the pool of firms meeting this requirement would be reduced. The Maryland DOT suggested that the training requirement should be waived for those divers certified by a national diving authority, divers who are engineers with 5 years of experience, and divers who are non engineers with 10 years experience with a provision for refresher training every 5 years.

Thirty-four Kansas counties, eleven Kansas cities, and two Kansas consultants commented on the proposed § 650.309(e) that as long as team leaders are on site during underwater inspections, the diver does not need this training; however, two Kansas counties agreed that divers should complete the comprehensive training. The Virginia DOT and the AASHTO were not in favor of the proposed § 650.309(e), particularly since a qualified team leader must be present during the inspection.

Collins Engineers noted that the comprehensive course should be preceded by 40 hour engineering concepts for bridge engineers course for those with little or no practical bridge experience or background in bridge technology.

[6] Information regarding this particular course of NHI training in general can be obtained at the following URL: *http//www.nhi fhwa.dot.gov.*

FHWA Response: We have renumbered this section from the proposed § 650.309(e) to the final § 650.309(d). The FHWA does not concur with the commenters who argued that the presence of a team leader during the inspection negates the need for comprehensive training of the divers. During a typical underwater inspection, the divers are not under direct visual observation by the team leader. Divers need to be capable of conducting thorough inspections, recognizing defects and deterioration, and documenting and describing their observations using common terminology and techniques. For this reason, divers must complete the comprehensive training or alternate underwater diver bridge inspection training. States or Federal agencies are allowed to develop their own underwater diver bridge inspection training course. To provide additional clarification, a definition of "underwater diver bridge inspection training" has been added to § 650.305.

In situations where divers possess little or no experience in bridge inspection, training on basic engineering concepts and inspection techniques should be considered. The FHWA believes that the need for prerequisite training is an issue that must be evaluated on a case-by-case basis rather than specified in the regulation.

Collins Engineers noted that the comprehensive course currently offered by NHI does not address diving operations. The U.S. Navy and the ADCI recommended including reference to the OSHA regulations regarding diving operations within the NBIS.

FHWA response: The FHWA believes that safe diving practices as prescribed by the OSHA regulations should be employed during all bridge inspection diving, but we do not reference them. We believe that a reference would unnecessarily complicate this regulation. There are a number of OSHA regulations that pertain not only to underwater inspection but also above-water inspections, and any omission in this standard does not relieve diving inspectors of the requirement to follow OSHA regulations.

Training Certification

The Pennsylvania DOT commented on § 650.309 indicating that training needs to be coupled with certification tests. Furthermore, the Pennsylvania DOT stated that inspectors who have demonstrated prior knowledge through engineering degree or Fundamentals of Engineering exam should be provided an opportunity to waive training requirements via certification testing.

FHWA response: The regulation requires successful completion of comprehensive bridge inspection training. The FHWA has elected to leave the definition of "successful completion" to the States or Federal agencies. In some States, minimum passing grades on final examinations have been specified and the FHWA supports this concept.

We do not allow certification tests to substitute for comprehensive bridge inspection training. The FHWA believes that successful completion of the comprehensive bridge inspection training is appropriate regardless of an individual's education, experience, or professional engineer status.

Section 650.311 Inspection Frequency

Routine Inspections

The Massachusetts DOT supported clarification of the inspection frequency. The Kansas, Tennessee, Michigan and Colorado DOTs as well as the AASHTO, the ACRC in Michigan and the NACE recommended that more flexibility should be given to adjust to unexpected weather events, or to permanently move a bridge or group of bridges to a more logical inspection period. The AASHTO recommended that routine inspections be performed "within a calendar year and later or within 2 months later." The NACE argued that a 90-day grace period would allow for efficient scheduling of inspections and personnel. The ACRC in Michigan and Arkansas DOT pointed out that the NPRM preamble discussed the 30-day grace period; however, the proposed regulation did not address this. The Arkansas DOT recommended a 45-day grace period.

FHWA response: The FHWA believes that the inspection frequency should not exceed 24 months. We recognize that severe weather, concern for bridge inspector safety, concern for inspection quality, the need to optimize scheduling with other bridges, or other unique situations may be cause to adjust the scheduled inspection date. The adjusted date should not extend more than 30 days beyond the scheduled inspection date, and subsequent inspections should adhere to the previously established interval.

Establishment of a formal inspection frequency grace period may have the unintended consequence of extending the inspection interval beyond twenty-four months. The twenty-four month interval has been used as the standard since the inception of the national bridge inspection program. Concern for safety makes us reluctant to take actions that may make bridges less safe, therefore we have not established a grace period.

Routine Inspections Less Than 24 Months

The Michigan DOT commented on § 650.311(a)(2) that the program manager should put guidelines in place, but the ultimate responsibility for setting intervals less than 24-months should reside with the on-site inspector.

FHWA response: The FHWA believes criteria to determine the level and frequency of less than 24 month inspections should be established and implemented according to statewide or Federal agency wide procedures to ensure consistency throughout an entire State or Federal agency program. The term program manager was removed from this section to provide flexibility in how this provision is implemented.

Routine Inspections Not To Exceed 48 Months

The HCRC in Michigan in commenting on § 650.311(a)(3) applauded the opportunity for inspecting certain bridge types in up to 48-month intervals. The South Dakota DOT commented that they have been using the 48-month inspection frequency for certain structures and support this concept. The IACE commented that the proposed provision could be interpreted to prohibit local agencies from inspecting at greater than 24-month intervals. The Michigan DOT noted that the program should provide guidelines to let the States know factors being considered during the application process to lengthen the inspection interval otherwise each State might be treated differently depending on the local FHWA Division Office. The NACE and the ACRC in Michigan wanted to know if the 48-month option could be extended to local agency bridges. Thirty-seven Kansas counties, seven Kansas cities, and one Kansas consultant commented to the proposed § 650.311(a)(3) that the local agency should govern when bridges need inspection more than every 24 months.

FHWA response: In guidance published on September 16, 1988, the FHWA established consistent criteria for extending an inspection interval to 48 months, but maintains that approval be administered from the FHWA Office of Bridge Technology in order to maintain consistency across States and Federal agencies. Guidance on the 48-month inspection interval criteria can be found in the FHWA Technical Advisory T5140.21.[9] The FHWA acknowledges

[9] This document provides guidance for implementing the changes contained in the 1988

that further study is needed before consideration could be given to automatically allow certain bridges to be placed on a 48-month cycle. County bridges are also eligible; however, the State must support and submit the request for the extended inspection cycle to the FHWA for approval. The FHWA has removed the reference to State or Federal agencies in the proposed § 650.311(a)(3) to avoid confusion.

Underwater Inspections Less Than 60 Months

The Michigan DOT commented on § 650.311(b)(2) that the ultimate responsibility for setting interval less than 60 months should reside with the on-site inspector.

FHWA response: As with the routine inspection interval discussed earlier, the FHWA believes criteria to determine the level and frequency of less than 60-month inspections should be established and implemented according to statewide or Federal agency wide procedures to ensure consistency throughout an entire State or Federal agency program.

Underwater Inspections Not To Exceed 72 Months

The Missouri DOT commented on § 650.311(b)(3) and agreed that they would like to see a 72-month interval. The New Jersey DOT argued that this was excessive and should remain at the 60-month interval. The Indiana DOT agreed with the change, but would like the maximum moved out to 120 months. The IACE commented that the proposed provision could be interpreted to restrict local agencies from inspecting at greater than 60-month intervals and that there is inconsistent treatment of local agencies. The Iowa DOT thought the proposed provisions too restrictive and that flexibility be given to bridge owners in the range of 6 to 10 years for various reasons. The U.S. Navy commented that it was not in favor of extending the underwater inspection interval beyond 60 months and currently inspect on a 48-month interval to coincide with successive biennial inspections.

FHWA response: The FHWA believes that underwater inspection intervals for certain bridges can be extended to 72 months, with FHWA approval. The FHWA believes that applying engineering judgment and approval on a case-by-case basis to bridges with little or no change from inspection cycle to cycle in benign environments provides an adequate margin of safety to the motoring public. Industry standards, such as those provided by the American Society of Civil Engineers (ASCE) in its "Underwater Investigations Standard Practice Manual, 2001," [10] promote a degree of latitude in the maximum interval between routine underwater inspections up to 6 years. The guidance provided is tied to material, environment, scour and condition rating from previous inspections. While we are including an additional year beyond the current 60-month underwater inspection interval, we are taking into consideration these same factors of material composition (timber, steel, concrete, protected or unprotected steel or timber, composite), environment (benign or aggressive), scour (susceptibility to scour) and previous condition rating (excellent to failed). Based on our assessment, again on a case-by-case basis, the FHWA may approve requests not to exceed 72 months. This authorization can be rescinded at any time owing to structural degradation, adverse change in environment and presence of localized bridge scour.

An example of a situation that may warrant an extended interval may include a highway bridge supported by concrete piles with no degradation over a lined irrigation canal carrying fresh water. An example of a situation that would not warrant approval would be a highway bridge over a high flow saltwater or brackish water environment, with structural piles showing degradation and subject to localized scour. Four-year frequencies may be used, if desired, but retention of the 60-month frequencies allows more flexibility to program managers. The FHWA does not believe there is justification at this time to warrant extended intervals beyond 72 months, but acknowledges that further study in this area is needed. The FHWA has removed the reference to State or Federal agencies in the proposed § 650.311(b)(3) to avoid confusion.

Fracture Critical Member Inspections

The Massachusetts DOT in commenting on § 650.311(c) supports clarification of the inspection frequency being proposed, specifically with regard to fracture critical (FC) inspections. The Texas DOT commented on § 650.311(c)(1) and indicated that preliminary estimates of having a "not to exceed 24 months" interval would increase statewide inspection costs by $10 million per year, that the program manager should be allowed to set that interval based on sound engineering judgment and FHWA approval and the maximum approved frequency should not exceed 60 months. The Texas DOT also commented that routine and underwater inspection frequency can be extended, and questioned why this does not apply to fracture critical inspection frequency.

The Illinois DOT noted that the proposed § 650.311(c)(1) establishes a 24-month maximum frequency for fracture critical members and recommended a 24-month interval that allows States to have the latitude to establish criteria for inspecting bridges at intervals up to 60 months. The Minnesota DOT recommended that "routine inspection of FCMs shall be at intervals not to exceed 24 months." The Kansas and Oregon DOTs argued that the 24-month interval was excessive and the Kansas, Wyoming, and New Mexico DOTs as well as the AASHTO recommended that States be allowed to establish intervals up to 60 months. The New Mexico DOT also urged that the discretion for an extension be left with the State bridge engineer or designee and not with the program manager.

The California DOT requested clarification regarding whether the proposed language applied to "fracture critical bridges" or to "bridges with fracture critical elements." The Wyoming and Kansas DOTs as well as the AASHTO recommended deletion of the proposed § 650.311(c)(3). The Washington DOT wanted clarification as to the nondestructive evaluation (NDE) methods to be used on FCMs.

FHWA response: The inspection frequency for fracture critical bridges was first defined in the "Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges." [11] The FHWA continues to believe that all FCMs or member components be given, at a minimum, a hands-on inspection as defined in § 650.305 at intervals not to exceed 24 months. The FHWA recognizes that the interval for use of NDE and other specialized techniques may be greater than 24 months. The FHWA also believes that some FCMs or member components should be inspected at more frequent intervals, and these

revision to the NBIS and is available at the following URL: *http://www.fhwa dot gov/legsregs/directives/techadvs/t514021.htm*

[10] This document may be obtained from ASCE, 1801 Alexander Bell Drive, Reston, Virginia 20191–4400.

[11] The "Recording and Coding Guide for Structure Inventory and Appraisal of the Nation's Bridges," December 1995, Report No. FHWA–PD–96–001, is available electronically at the following URL: *http://www fhwa dot gov//bridge/mtguide doc* and may be inspected and copied as prescribed in 49 CFR part 7.

inspections may require NDE or other specialized techniques.

FCM Inspections Less Than 24 Months

The Michigan DOT commented on § 650.311(c)(2) and stated that the ultimate responsibility for setting intervals less than 24 months should reside with the on-site inspector.

FHWA response: As with other inspection intervals discussed above, criteria to determine the level and frequency of less than 24 month inspections should be established and implemented according to statewide or Federal agency wide procedures to ensure consistency throughout an entire State or Federal agency program.

Damage, In-Depth and Special Inspections

The Missouri and Minnesota DOTs commented on § 650.311(d) and agreed that the program manager should be provided the discretion to determine the level and frequency of damage, in-depth and special inspections. The Michigan DOT argued that § 650.311(d) takes away all responsibility from the inspector in the field and places it in the hands of a person who has not likely to have seen the specific bridge.

FHWA response: The FHWA believes that although input from a team leader is an important consideration, the ultimate decision should rest with the program manager in order to ensure consistency throughout an entire State or Federal agency program.

National Bridge Inventory Item Numbers

The Indiana DOT noted that proposed § 650.311 does not include any reference to NBI item number 92C,[12] other special detail inspections and asked if it is covered by § 650.311(d) and whether the inspection frequencies are to be determined by the program manager.

FHWA response: NBI item number 92C, other special inspection, is addressed in § 650.311 (d) Damage, in-depth and special inspection. Definition for special inspection is covered in § 650.305. The inspection frequency is established by the program manager.

Section 650.313 Inspection Procedures

The Oregon DOT stated that the requirements of § 650.313 were very reasonable.

The Michigan DOT stated that § 650.313(a) contains conflicts with the AASHTO Manual that must be resolved.

FHWA response: The NBIS take precedence over the AASHTO Manual. The AASHTO Manual has excellent guidance that should be followed whenever it is not in conflict with the requirements of the NBIS.

On-Site Team Leader

The Massachusetts and South Dakota DOTs supported the proposed § 650.313(b). The Maryland, Kansas, and Michigan DOTs, as well as the AASHTO, do not support the requirement for having "team leader" on site at all times during inspection. The Tennessee DOT had questions regarding having a designated person act as "team leader" when the team leader is unavailable. Thirty-seven Kansas counties, seven Kansas cities, one Kansas consultant commented on the proposed § 650.313(b) and stated that there are too many structures to require the "team leader" at every inspection and that this requirement will likely increase local agency costs which would deplete funding available for bridge replacement and rehabilitation. The HCRC in Michigan commented on § 650.313(b) and asked whether this new requirement would mean that two people will have to perform inspections and, if so then there would be a costly increase for counties performing bridge inspections.

FHWA response: The requirement to have the team leader on site during the inspection is not new. However, the language requiring this was clarified in this section because the FHWA agrees there has been some misinterpretation of the NBIS in the past. The qualifications for team leader were established to ensure that those conducting the inspections meet specific minimum standards, not to establish qualifications of the supervisor of those who perform the inspection. This requirement does not mandate that two people are required to conduct an inspection. However, if only one person is conducting an inspection, that person must meet the qualifications of a team leader, as defined in the NBIS. Even though there is no requirement to have a minimum of 2 people on an inspection team, the FHWA highly recommends at least 2 people be present to ensure the safety of the inspectors, to improve the quality of the inspection data, and to provide opportunities to train new inspectors.

Load Rating and Posting

The Wyoming DOT commented on § 650.313(c) and stated that the new the AASHTO, Manual for load and resistance factor rating (LRFR) of Highway Bridges[13] could change some of this regulatory language if adopted by the AASHTO.

The Illinois DOT argued that the requirement to post bridges that are unable to carry routine permit loads not be applied to all structures under local agency jurisdiction, only those on local highways that are designated truck route system by the State for routine permit loads.

FHWA response: The FHWA agrees that the AASHTO, Manual for Condition Evaluation and LRFR of Highway Bridges uses new terminology. The phrase, "or equivalent rating factor" was included in the requirement to account for the differences. The FHWA also agrees that bridges under local jurisdiction on roads where unrestricted permit loads are not allowed, need not be posted for the permit loads. The FHWA believes the language in the requirement is consistent with that interpretation, since permit loads would be considered to be restricted from using those bridges. The FHWA agrees that bridge owners may post bridges for less than the operating load level, and the FHWA believes this final rule allows for that possibility.

When restricting routine or continuous permit loads from crossing specific bridges, States or Federal agencies may elect to erect posting signs or to issue restrictions to the permit holders to keep them from traveling specific routes with permit loads capacity problems. To account for different methods of controlling access for permit vehicles, the phrase, "Post or restrict" was added to § 650.313(c).

Bridge Files

The Wyoming DOT commented on § 650.313(d) and indicated that maintaining inspection records for the life of the bridge, while ideal, may not be realistic or beneficial in all cases and therefore recommended that this requirement be deleted. The Indiana DOT pointed out the problems associated with availability and storage of bridge data and that maintaining such files would be labor intensive. The Michigan DOT indicated that records no longer relevant should be purged from the files and recommended that § 650.311(d) be modified to allow

[12] National Bridge Inventory "item number 92" denotes critical features that need special inspections or special emphasis during inspections and the designated inspection interval. Specifically item 92C addresses "other special inspection."

[13] The AASHTO 2003, Manual for Condition Evaluation and LRFR of Highway Bridges may be obtained upon payment in advance by writing to the American Association of State Highway and Transportation Officials, 444 N. Capitol Street, NW., Suite 249, Washington, DC 20001or it may be ordered at the following URL: *http // www aashto.org/aashto/home.nsf/FrontPage.*

agencies to purge files. The Minnesota DOT noted that tracking "any action taken" would be very laborious and recommended that § 650.311(d) be changed to reflect that only "action(s) taken pursuant to the critical findings" be tracked. The Missouri, New Jersey and Michigan DOTs commented that "standard forms" or report documentation is somewhat confusing and can vary from State to State. The New Jersey DOT wants clarification whether electronic as well as paper documents would be included in the "bridge file." The Miami County in Kansas noted that the recording and coding guide format is appropriate for most bridge data reporting.

FHWA response: The FHWA agrees with the commenters that maintaining bridge records could be misunderstood to apply to all data, even though it may not be relevant or necessary to properly assess the current condition. The language was revised to state the minimum requirement is to maintain data that is relevant. The determination of relevant data is made by the program manager following guidance contained in the AASHTO Manual. We have revised the wording of § 650.313(d) accordingly. The FHWA agrees that "standard forms" is not specific, but it does indicate that for a given State or Federal agency, the forms should be consistent to facilitate recording and interpretation of the data. The wording of § 650.313(d) has been revised accordingly. The FHWA agrees that records may be maintained in paper or electronic versions, or both. The NBIS does not specify or eliminate either method.

Bridge Lists

The Wyoming DOT commented on § 650.313(e) and argued that the agency, not the program manager, should be responsible for identifying and maintaining bridge lists. Wyoming DOT urged that this provision should be deleted. The Massachusetts DOT supports the requirement for maintaining lists and does so with relative ease using a computerized database. The Illinois DOT, the IACE, and the AASHTO stated that the requirement to list bridges "vulnerable to seismic damage" should not be included in the NBIS. The Kansas DOT sees no benefit in keeping bridge lists assuming data is readily available. The Washington DOT seeks clarification as to what qualifies a bridge as "seismically vulnerable." The Michigan DOT viewed the bridge list requirement for multiple written documents and or plans for nearly every bridge in the inventory as an overwhelming work burden for State DOTs.

FHWA response: The FHWA agrees with the commenters that the program manager may not be the designated individual who actually identifies bridges in specific categories. However, the FHWA believes the program manager has overall responsibility to see that such work is done. The language was revised to eliminate any specific reference to the person who identifies the bridges. The FHWA also agrees that maintaining a paper list is not necessarily the only way this requirement can be met. Computerized data base lists or simply an identifier in the State's inventory would satisfy the requirement. However, it is necessary to identify bridges in at least the specific categories listed so their unique inspection requirements and potential needs can be assessed appropriately.

The proposed requirement to identify and evaluate bridges in high seismic risk areas has been removed. We believe that this is an important consideration for bridge safety, best addressed through a comprehensive evaluation of seismic risk through a bridge management program. The FHWA has previously advised States to identify bridges vulnerable to seismic damage, based on a State's site specific assessment.

Fracture Critical Bridges

The Missouri, Illinois, Minnesota, Kansas and Wyoming DOTs as well as the AASHTO commented on § 650.313(f) and recommended that it should be deleted. The New Jersey DOT indicated that an electronic record of such bridges would meet this requirement. The Texas DOT commented that generating an "action plan" would not be an efficient use of resources, would not add any benefit and may contain redundant information. The Massachusetts, California and Pennsylvania DOTs supported this section. The Maryland DOT recommended that in lieu of § 650.313(f), we should require States to follow procedures described in the FHWA's "Inspection of Fracture Critical Bridge Members." [14] The Michigan DOT viewed the bridge list requirement for multiple written documents and or plans for nearly every bridge in the inventory as an overwhelming work burden for State DOTs. The Oklahoma DOT recommended adding a waiver to § 650.313(f) for bridges with an average daily traffic (ADT) less than 500. The Pennsylvania DOT recommended the addition of a fracture critical (FC) indicator to the NBI to identify FC bridges.

FHWA response: The FHWA did not intend the proposed language for an "inspection plan" to be substantially different than the current rule, which requires identification, description, frequency and procedures to be established for fracture critical members (FCMs). Those items essentially would constitute the "plan." The FCM inspections should be done in accordance with FHWA–IP–86–26, "Inspection of Fracture Critical Bridge Members." Therefore the reference to a plan has been eliminated and language similar to the existing rule has been adopted. The features of the FCM inspections can be shown in a listing, on the inspection records, or in an electronic database. The proposed § 650.313(f) has been redesignated as § 650.313(e)(1).

Underwater Inspections

The Missouri, Wyoming, Illinois, Minnesota and Kansas DOTs as well as the AASHTO stated that § 650.313(g) should be deleted. The New Jersey DOT indicated that an electronic record of such bridges would meet this requirement, but stated that it is unclear. The Texas DOT commented that generating an action plan would not be an efficient use of resources, not add any benefit and may contain redundant information. The Massachusetts and California DOTs indicated support for this section. The Maryland DOT recommended that in lieu of § 650.313(g) the FHWA should require States to follow procedures described in the FHWA's Underwater Inspection of Bridges report.[15] The Alabama DOT argued that this requirement would pose a significant burden on those States with a large population of bridges requiring underwater inspections, and be unnecessary, wasteful, and a duplicative effort. The Michigan DOT viewed the bridge list requirement for multiple written documents and or plans for nearly every bridge in the inventory as an overwhelming burden for State DOTs.

FHWA response: The FHWA did not intend the proposed language for an "inspection plan" to be substantially different from the current rule, which requires identification, description, frequency and procedures to be

[14] Inspection of Fracture Critical Bridge Members, Report No. FHWA–IP–86–26 is available through the National Technical Information Service, Springfield, Virginia 22161 or it may be ordered online at the following URL: *http://www.ntis.gov.*

[15] Underwater Inspection of Bridges, November 1989, Report No. FHWA–DP–80–1, provides guidelines for underwater bridge inspection. This document is available through the National Technical Information Service, Springfield, VA 22161.

established for members requiring underwater inspection. Those items essentially would constitute the "plan." Therefore the reference to a plan has been eliminated and language similar to the existing rule has been adopted. Those four features of the underwater inspections can be shown in a listing, on the inspection records, or in an electronic database. The proposed § 650.313(g) has been redesignated as § 650.313(e)(2).

Scour Critical Bridges

The Missouri DOT commented on § 650.313(h) and recommended that language regarding inspecting bridges after a "major flood" event should be changed to "consideration should be given to inspecting scour critical bridges after a major flood event." The Missouri and Colorado DOTs also noted that the "major flood event" guidance would be addressed in the "action plan."

The Texas DOT commented that generating an action plan would not be an efficient use of resources and, instead, proposed that generic guidelines be developed outlining appropriate evaluation milestones as well as monitoring criteria. The Indiana DOT indicated that at the State level there are scour plans; however, at the county level additional resources would be needed to develop scour plans. The Indiana, Wyoming, Illinois, Minnesota and Kansas DOTs as well as the AASHTO recommended deleting § 650.313(h). The Massachusetts DOT recommended that the requirement be changed to establishing a list of bridges that are vulnerable to events and developing monitoring and or inspection plans for such structures in the wake of a scour event. The South Dakota DOT asked for clarification of a "major flood event." The Washington DOT indicated that its inspection of bridges after major flood events are performed by maintenance staff and asked if this section required that a team leader perform these inspections. The California DOT indicated support for this section.

The Michigan DOT viewed the bridge list requirement for multiple written documents and or plans for nearly every bridge in the inventory as an overwhelming burden on State DOTs. Thirty-seven Kansas counties, seven Kansas cities, one Kansas consultant commented on the proposed § 650.313(h) and indicated that the requirement to prepare an action plan is not justified, and that the local agency should decide proper actions based on degree of risk. The Virginia DOT understood the need to have lists of scour critical bridges to identify structures that needed inspection after a flood event; but did not agree that the NBIS covers retrofit guidelines.

FHWA response: Scour related deficiencies are the leading cause of serious bridge failures and closings. The requirements for scour evaluation and action plans are consistent with the existing requirement for evaluation of underwater members, with a renewed emphasis. The FHWA does agree with the commenters that the action plans for some bridges may be very similar and that monitoring and assessment after flood events may be done using different levels of effort depending on the degree of risk. The wording of this section was changed to reflect the need for some flexibility in the application of the action plans. Monitoring after flood events is described in the FHWA guidance manuals, "Evaluating Scour at Bridges" [16] and "Bridge Scour and Stream Instability." [17] The proposed § 650.313(h) has been redesignated as § 650.313(e)(3).

Seismic Vulnerability

The Missouri, Wyoming, Illinois, Minnesota, Kansas and Pennsylvania DOTs, the IACE and the AASHTO commented on § 650.313(i) and recommended that it should be deleted. The Colorado DOT urged that § 650.313(i) should be either deleted or rewritten to better define criteria for determining "seismic vulnerability" and expectation for the "action plan." The New Jersey DOT commented that it does not believe that "the benefit of such a program in New Jersey would be consistent with the costs to develop it considering the historical lack of damage from seismic events." The Indiana DOT indicated the proposed language is too vague, leaves too much for interpretation, and that additional resources would be needed at the county level.

The Massachusetts DOT recommended establishing a list of bridges that are vulnerable to events and developing monitoring and or inspection plans for such structures in the wake of a seismic event. The Illinois DOT and the IACE argued that this provision was an "unfunded mandate." The Washington DOT wanted clarification as to what qualifies a bridge as "seismically vulnerable." The California DOT supported this section. The Michigan DOT viewed this requirement for multiple written documents and or plans for nearly every bridge in the inventory as an overwhelming burden for State DOTs. Thirty-seven Kansas counties, seven Kansas cities, one Kansas consultant disagreed with § 650.313(i) because they believe the requirement to prepare an action plan is not justified, and that it should be a local agency decision based on degree of risk. The Virginia DOT understood the need to have lists of seismically vulnerable bridges to identify structures that needed inspection after a significant seismic event; however, it does not agree that the NBIS covers retrofit guidelines. The Pennsylvania DOT noted that the term "seismic vulnerability" was not defined in § 650.305 and that the inspection requirement in § 650.313(i) is an open ended assignment that could be very costly, particularly in States with low seismic event probabilities.

FHWA response: The proposed requirement has been eliminated. Although we believe that this is an important consideration for bridge safety, we believe that it is best addressed by a comprehensive evaluation of seismic risk through a bridge management process.

Complex Bridges

The Missouri DOT opposed the proposed § 650.313(j) because it believes States have sufficient knowledge to recognize inspection needs for unusual bridges or features. The Wyoming and Minnesota DOTs and the AASHTO recommended that this provision should be deleted. The Texas DOT indicated that generating an "action plan" for "complex" bridges is not an efficient use of resources, would not add benefit and would likely contain redundant information. The Washington DOT commented that it needed further clarification as to "inspection and training requirements." The California DOT is unclear as to the level of effort needed to comply with preparation of the proposed complex bridge "inspection plan."

FHWA response: The FHWA agrees that the content of the plan was not clear in the proposed requirement. The language was changed to specify that the minimum requirement is to establish specialized inspection needs, level of effort and additional inspector training and/or experience. These procedures are applied to the unique features of complex bridges that would not normally be covered in a routine

[16] Evaluating Scour at Bridges FHWA–NHI–01–001 (HEC–18) presents the state of knowledge and practice for the design, evaluation and inspection of bridges for scour. This document is available through the National Technical Information Service, Springfield, VA 22161.

[17] Bridge Scour and Stream Instability FHWA–NHI–01–003 (HEC–23) provides guidelines for identifying stream instability problems at highway stream crossings. This document is available through the National Technical Information Service, Springfield, VA 22161.

inspection. We also clarified the definition for complex bridges. The proposed § 650.313(j) has been redesignated as § 650.313(f).

Quality Control and Quality Assurance

The Missouri DOT, regarding the proposed § 650.313(k), is opposed to the requirement of a formal QC and QA program. The Missouri DOT believes it would be redundant and not sufficiently enhance public safety compared to efforts expended to provide such a program. The Indiana DOT argued that they would need additional resources to comply with this requirement and also expressed concern over the subjectivity of the required FHWA approval. The Wyoming DOT urged that this provision should be deleted. The Massachusetts, South Dakota, California and Pennsylvania DOTs supported this provision.

The Illinois DOT was concerned about the FHWA having a more active role. The South Dakota DOT supports this concept, but believes that the program should be left up to the States.

The Minnesota DOT recommended rewording this section to say, "submit documentation of the QA program to the FHWA for review and comment." Additionally, the Minnesota DOT suggested that if QC is retained both QA and QC should be defined and the difference between them explained.

The Kansas DOT wanted to improve the consistency of NBI data by having the FHWA improve the "Edit/Update program" and distribute the program for general use. The Washington DOT asked for clarification as to the level of effort intended for submittal of QC and QA program documentation to the FHWA and requested criteria for program expectations.

The Michigan DOT recommended that the FHWA provide guidelines to the States outlining the evaluation factors used to grant approval, and that the FHWA should provide a standard for national uniformity. The Iowa DOT and the AASHTO recommended that the requirement to review load calculations be eliminated.

The ACRC in Michigan noted that in instances where inspection responsibilities are delegated to local agencies, the required QC and QA program should be developed in cooperation with the local agencies. Thirty-seven Kansas counties, seven Kansas cities, one Kansas consultant commented on § 650.313(k) and the majority indicated that they disagreed with the provision because the current limited oversight is working well. They recommended that the FHWA develop and distribute software to collect QA and QC data to encourage consistency and uniformity nationwide. The Virginia DOT commented that the documentation of findings for the QC and QA program should be available for review and comment by the FHWA but should not be subject to FHWA approval.

FHWA response: We have added definitions for QC and QA that are consistent with the AASHTO Manual. An FHWA study, "Reliability of Visual Inspection for Highway Bridges," found wide variations in the condition assessment of typical highway bridges by experienced and trained inspectors from a variety of States. The study concludes that formal quality assurance is needed to obtain better uniformity in assigning condition codes. The FHWA believes that using computer software tools to check data is an important part of obtaining data accuracy and consistency, but is not adequate alone as a QC and QA procedure. The FHWA believes many States have well-developed and effective QC and QA procedures, but others have very minimal programs. This requirement will help States or Federal agencies develop more uniform systems that will lead toward more accurate national data. Example QC and QA procedures from other States are available at URL: *http://www.fhwa.dot.gov/bridge/index.htm.* for review and consideration.

The FHWA agrees with commenters that methods of review of reports and computations may vary and the precise method should be done according to normal State or Federal agency procedures. The FHWA agrees that it is not necessary to include in the rule a specific requirement to submit the QC and QA procedure to the FHWA for approval. During NBIS program reviews [18] the FHWA will examine QC and QA procedures. The proposed § 650.313(k) has been redesignated as § 650.313(g).

Follow-Up on Critical Findings

The Wyoming, Iowa, Illinois and Pennsylvania DOTs and the AASHTO commented on § 650.313(l) and recommended that this provision be deleted. The Missouri DOT had no objections on this provision, but recommended annual reporting. The Texas and Pennsylvania DOTs sought clarification as to how often this information should be provided and recommended that the FHWA define the term "critical finding." The Maryland DOT suggested a definition for "critical finding" as "any condition that affects the safe passage of any legal vehicle." The South Dakota DOT supported this provision and also recommended that the States be allowed to set their own definition of "critical finding." The Washington DOT requested more details on how States are to report the information to the FHWA. The IACE did not see a benefit to requiring such information be reported since it would require additional resources to generate the information. The California DOT supported the proposed provision on the basis that its current FHWA reporting procedure be used. The Michigan DOT indicated that "critical findings" is not defined; frequency of reporting is not delineated and workload would double when this provision is applied to local agencies. The Colorado DOT recommended the provision should be deleted and the subject left to the language contained in § 650.313(d).

Thirty-seven Kansas counties, seven Kansas cities, one Kansas consultant commented on the proposed § 650.313(l) and the majority disagreed with the provision because the cost of establishing a statewide procedure to address critical findings is not justified. The Oklahoma DOT suggested revising this section to require the program manager be responsible for determining a procedure to address critical findings and that the FHWA should define the term "program manager."

FHWA response: The broad definition for "critical finding" was added to allow flexibility to establish, in cooperation with the FHWA, criteria and reporting procedures specific to a particular State or Federal agency. The FHWA noted that many States already have established procedures that are working well, and the rule was not meant to require significant changes in those procedures. "Notify the FHWA of actions taken to assure public safety" was changed to "Periodically notify the FHWA of the actions taken to resolve or monitor critical findings." The period between notifications is to be agreed upon between the FHWA and the State or Federal agency. The proposed § 650.313(l) has been redesignated as § 650.313(h).

Section 650.315 Inventory

Prepare and Maintain

The Oregon DOT commented that § 650.315 requirements are very reasonable. The Texas and Oklahoma DOTs suggested that the first sentence of

[18] The NBIS program reviews are routinely done by the FHWA on an annual basis to determine compliance with the NBIS. This program is delineated in a June 22, 2001 memorandum that can be found at the following URL: *http://www.fhwa.dot.gov/bridge/index.htm.*

§ 650.315(a) be rewritten as follows: "Each State and Federal agency must prepare and maintain an inventory of all bridges subject to the NBIS that are inspected according to § 650.307." The Texas DOT asked if the States were required to maintain an inventory of federally owned bridges even though they are not inspected by the States.

The Kansas DOT recommended that the second sentence in § 650.315(a) be rewritten to say, "State and Federal agencies must collect, retain and submit certain * * *".

The AASHTO recommended revising the first two sentences of § 650.315(a) as follows: "Each State must prepare and maintain an inventory of all bridges subject to the NBIS. Each Federal agency must prepare and maintain an inventory of all bridges subject to the NBIS."

FHWA response: We have modified § 650.315(a) by removing the word "and" and replacing it with the word "or." We do not require that States collect, report or retain the Federal bridge information. The FHWA annually provides a copy to each State of all the inspection information that was submitted by Federal agencies for each State. This is done so that the States may have a complete inventory and have access to Federal bridge data within the State.

Data Submittal Deadlines: Initial, Routine, In-Depth, Fracture Critical, Special and Underwater Inspections

The New Jersey DOT interpreted the proposed § 650.315(b) to apply only to major changes in NBI data rather than all inspection data which may not be available until the inspection report is complete. The Massachusetts DOT support the proposed changes. The Kansas DOT and the AASHTO recommended that inspection data from initial, routine, in-depth, fracture critical, special and underwater inspections be entered into the NBI within 120 days of inspection, rather than 90 days.

FHWA response: All inspection data is to be entered into the inventory whether it is new data or changed data. This is not always restricted to NBI item number 58 [19], NBI item number 59 [20] and NBI item number 60 [21] since other items such as bridge clearances and safety features, may also change during an inspection cycle. The FHWA believes that the 90 day (3 month) period for entering the data allows a reasonable amount of time for completion of the inspection report and data entry.

The FHWA believes that extending the time required for entering the data after inspection to 180 days (6 months) for States or Federal agencies is too long. The 90-day time period for entering the data is consistent with the current regulation. The FHWA only collects this data once a year and any delay in the data being properly inventoried would not provide the FHWA the most current data available. Up-to-date information is vital to the program oversight, management and stewardship for the State and the FHWA. It is also important that the FHWA have current data because this data is used to: (1) Distribute funds for the HBRRP program (23 U.S.C. 144), (2) provide reports to Congress, and (3) make critical decisions regarding the bridge program. This necessitates adherence to a firm 90-day collection period.

Data Submittal Deadlines: Bridge Modifications and New Bridges

The Massachusetts DOT supported the changes proposed to § 650.315(c). The Minnesota DOT recommended extending timelines to provide more flexibility to inspection agencies entering data, "within one year not to exceed 90 days." The Kansas DOT and the AASHTO recommended allowing 120 days rather than 90 days to enter the data. The Washington DOT recommended adding a qualifier, "open to traffic," to appropriately consider bridges built in phased construction where only a portion of the bridge may be open.

FHWA response: The FHWA noted that extension of the time required for entering changed data because of bridge modifications or new bridge construction is not justified. The 90 day time frame for entering data is consistent with the current regulation. For the reasons listed in the FHWA response to § 650.315(b), up-to-date information is vital to the bridge program. If any part of a highway bridge is open to traffic it should be inspected and inventoried in accordance with the NBIS.

Data Submittal Deadlines: Load Restriction or Closure Status

The Massachusetts DOT supported the changes proposed to § 650.315(d). The Minnesota DOT recommended extending timelines to provide more flexibility to inspection agencies entering data, "within one year not to exceed 90 days." The Kansas DOT and the AASHTO recommended allowing 120 days rather than 90 days to enter the data. The Minnesota DOT indicated it did not want to see the requirement to develop QA and QC measures to enforce these timelines.

FHWA response: The FHWA noted that the time required for entering changed data due to load restriction or closure status being extended to 180 days (6 months) is too long. The 90-day time frame for entering data is consistent with the current regulation. The FHWA only collects this data once a year and any delay in the data being properly inventoried would not provide the FHWA the most current data available. For the reasons listed in the FHWA response to § 650.315(b), up-to-date information is vital to the bridge program. The FHWA is not requiring that a "QA and QC measure" be developed to enforce these timelines.

Section 650.317 Reference Manuals

The South Dakota DOT supports § 650.317.

The Kansas DOT and the AASHTO recommended the FHWA combine § 650.317(a) and § 650.317(b). The Michigan DOT does not support the incorporation of the AASHTO Manual in § 650.317(a), reasoning that an overly detailed regulation could incur unnecessary liability for the States due to the difficulty of achieving 100 percent compliance. The AASHTO commented that the availability of a 2003 Interim revision to the AASHTO Manual would necessitate adding it to the reference manuals.

FHWA response: The FHWA does not agree with combining § 650.317(a) and § 650.317(b) since they are two distinct documents. The FHWA agrees that the 2003 Interim revision to the AASHTO Manual for Condition Evaluation of Bridges needs to be incorporated by reference and has made that change.

Related Rulemakings and Notices

The FHWA is also in the process of reviewing 23 CFR part 650, subpart D, Highway Bridge Replacement and Rehabilitation Program (HBRRP). The FHWA published an advance notice of proposed rulemaking for the HBRRP on September 26, 2001, at 66 FR 49152. The FHWA also recently published a notice of proposed rulemaking for the HBRRP on June 21, 2004, at 69 FR 34314.

[19] National Bridge Inventory "item number 58." Deck, describes the overall condition rating of the deck.

[20] National Bridge Inventory "item number 59." Superstructure, describes the physical condition of all structural members.

[21] National Bridge Inventory "item number 60." Substructure, describes the physical condition of piers, abutments, piles, fenders, footings, or other components.

Rulemaking Analyses and Notices

Executive Order 12866 (Regulatory Planning and Review) and U.S. DOT Regulatory Policies and Procedures

The FHWA has determined that this action is a significant regulatory action within the meaning of Executive Order 12866 and is significant within the meaning of the U.S. Department of Transportation regulatory policies and procedures. This action is considered significant because of the substantial public interest in the safety of highway bridges. The Office of Management and Budget (OMB) designated this regulation as a significant regulatory action and has reviewed it under E.O. 12866.

We have analyzed the costs associated with this rulemaking. We believe that the costs of the changes in this final rule will be minimal because we believe that most States already adhere to many of the inspection procedures set forth in this rule and, therefore, we believe these changes will add less than $1 million to the costs associated with a multi-billon dollar program. Additionally, the bridge program is part of the Federal-aid highway program and, thus, the costs associated with this rule are eligible for funding under this program. We believe the changes to the inspection program are minor and will not be costly to the States. Finally, we have carefully analyzed the costs associated with the information collection and we believe the cost associated with the minor increase in burden hours will be $52,000 or about $1000 per State (to include the District of Columbia and Puerto Rico); therefore, the total cost of the entire information collection will be approximately $13,552,000, or an average of $260,000 per State. These information collection costs also may be reimbursed under the Federal-aid highway program.

This final rule will not adversely affect, in a material way, any sector of the economy. In addition, these changes will not interfere with any action taken or planned by another agency and will not materially alter the budgetary impact of any entitlements, grants, user fees, or loan programs. Consequently, a full regulatory evaluation is not required.

Regulatory Flexibility Act

In compliance with the Regulatory Flexibility Act (Pub. L. 96–354, 5 U.S.C. 601–612) the FHWA has evaluated the effects of this action on small entities and has determined that the action will not have a significant economic impact on a substantial number of small entities. Since the regulatory changes are primarily directed to the States, which are not considered small entities for the purposes of the Regulatory Flexibility Act, the FHWA is able to certify that this final rule will not have a significant economic impact on a substantial number of small entities.

Unfunded Mandates Reform Act of 1995

This rule does not impose unfunded mandates as defined by the Unfunded Mandates Reform Act of 1995 (Pub. L. 104–4, March 22, 1995, 109 Stat. 48). This rule will not result in the expenditure by State, local, and tribal governments, in the aggregate, or by the private sector, of $120.7 million or more in any one year (2 U.S.C. 1532). The definition of "Federal mandate" in the Unfunded Mandates Reform Act excludes financial assistance of the type in which State, local or tribal governments have authority to adjust their participation in the program in accordance with changes made in the program by the Federal government. The Federal-aid highway program permits this type of flexibility to the States. Additionally, funding to inventory highway bridges, as well as Indian reservation and park road bridges, is currently provided under 23 U.S.C. 144, Highway Bridge Replacement and Rehabilitation Program (HBRRP). Bridge inspection is an eligible activity under the HBRRP and Federal funding is available to the States under the HBRRP.

Executive Order 12988 (Civil Justice Reform)

This action meets applicable standards in section 3(a) and 3(b)(2) of Executive Order 12988, Civil Justice Reform, to minimize litigation, eliminate ambiguity, and reduce burden.

Executive Order 13045 (Protection of Children)

We have analyzed this action under Executive Order 13045, Protection of Children from Environmental Health Risks and Safety Risks. This final rule is not an economically significant rule and does not concern an environmental risk to health or safety that may disproportionately affect children.

Executive Order 12630 (Taking of Private Property)

This action will not affect a taking of private property or otherwise have taking implications under Executive Order 12630, Governmental Actions and Interference with Constitutionally Protected Property Rights.

Executive Order 13132 (Federalism)

This action has been analyzed in accordance with the principles and criteria contained in Executive Order 13132, and the FHWA has determined that this action will not have sufficient federalism implications to warrant the preparation of a Federalism assessment. The FHWA has also determined that this action does not preempt any State law or State regulation or affect the States' ability to discharge traditional State governmental functions.

Executive Order 13175 (Tribal Consultation)

The FHWA has analyzed this action under Executive Order 13175, dated November 6, 2000. The FHWA believes that this action will not have substantial direct effects on one or more Indian tribes; will not impose substantial direct compliance costs on Indian tribal governments; and will not preempt tribal law. Therefore, a tribal summary impact statement is not required.

Executive Order 12372 (Intergovernmental Review)

Catalog of Federal Domestic Assistance Program Number 20.205, Highway Planning and Construction. The regulations implementing Executive Order 12372 regarding intergovernmental consultation on Federal programs and activities apply to this program.

Paperwork Reduction Act

Under the Paperwork Reduction Act of 1995 (PRA) (44 U.S.C. 3501, *et seq.*), Federal agencies must obtain approval from the Office of Management and Budget (OMB) for each collection of information they conduct, sponsor, or require through regulations. The State reporting requirements related to the National Bridge Inspection Standards are covered by an existing FHWA information collection entitled Structure Inventory and Appraisal (SI&A) Sheet. The OMB control number for this collection is 2125–0501. The current annual burden imposed on the States under this information collection is 540,000 hours.

The SI&A sheets are used by the States and Federal agencies to provide to the FHWA the required information on annual bridge inspections. The FHWA has determined that the new requirements in this final rule will place an additional 2,080 burden hours on the States, which will result in a total annual burden of 542,080 hours. The additional burden is based on a review of the national bridge inspection data coupled with the additional NBIS requirements this rulemaking action

imposes on the States. These requirements include the development of procedures for follow-up on critical findings.

In the NPRM published on September 9, 2003, the FHWA proposed a burden increase of 67,000 hours for the information collection, OMB control number 2125–0501, and invited interested parties to send comments regarding any aspect of these information collection requirements. Such comments could include, but were not limited to: (1) Whether the collection of information will be necessary for the performance of the functions of the FHWA, including whether the information will have practical utility; (2) the accuracy of the estimated burden; (3) ways to enhance the quality, utility, and clarity of the collection of information; and (4) ways to minimize the collection burden without reducing the quality of the information collected. The FHWA did not receive any comments in response to the proposed burden hour increase of 67,000 hours. The revision to the information collection, OMB control number 2125–0501, based on this final rule will increase the burden hours by only 2,080 hours, a much smaller amount than that originally proposed in the NPRM.

National Environmental Policy Act

The agency has analyzed this action for the purpose of the National Environmental Policy Act of 1969 (42 U.S.C. 4321) and has determined that this action will not have any effect on the quality of the environment.

Executive Order 13211 (Energy Effects)

We have analyzed this rule under Executive Order 13211, Actions Concerning Regulations That Significantly Affect Energy Supply, Distribution, or Use. We have determined that it is not a significant energy action under that order, because although it is a significant regulatory action under Executive Order 12866 it is not likely to have a significant adverse effect on the supply, distribution, or use of energy.

Regulation Identification Number

A regulation identification number (RIN) is assigned to each regulatory action listed in the Unified Agenda of Federal Regulations. The Regulatory Information Service Center publishes the Unified Agenda in April and October of each year. The RIN contained in the heading of this document can be used to cross-reference this action with the Unified Agenda.

List of Subjects in 23 CFR Part 650

Bridges, Grant Programs—transportation, Highways and roads, Incorporation by reference, Reporting and record keeping requirements.

Issued on: December 9, 2004.

Mary E. Peters,

Federal Highway Administrator.

■ In consideration of the foregoing, the FHWA is amending title 23, Code of Federal Regulations, part 650, subpart C, as follows:

PART 650—BRIDGES, STRUCTURES, AND HYDRAULICS

■ 1. The authority citation for part 650 continues to read as follows:

Authority: 23 U.S.C. 109 (a) and (h), 144, 151, 315, and 319; 33 U.S.C. 401, 491 *et seq.*, 511 *et seq.*; 23 CFR 1.32; 49 CFR 1.48(b), E.O. 11988 (3 CFR, 1977 Comp. p. 117); Department of Transportation Order 5650.2 dated April 23, 1979 (44 FR 24678); sec. 161 of Public Law 97–424, 96 Stat. 2097, 3135; sec. 4(b) of Public Law 97–134, 95 Stat. 1699; and sec. 1057 of Public Law 102–240, 105 Stat. 2002; and sec. 1311 of Pub. L. 105–178, as added by Pub. L. 105–206, 112 Stat. 842 (1998).

■ 2. Revise subpart C to read as follows:

Subpart C—National Bridge Inspection Standards

Sec.
650.301 Purpose.
650.303 Applicability.
650.305 Definitions.
650.307 Bridge inspection organization.
650.309 Qualifications of personnel.
650.311 Inspection frequency.
650.313 Inspection procedures.
650.315 Inventory.
650.317 Reference manuals.

Subpart C—National Bridge Inspection Standards

§ 650.301 Purpose.

This subpart sets the national standards for the proper safety inspection and evaluation of all highway bridges in accordance with 23 U.S.C. 151.

§ 650.303 Applicability.

The National Bridge Inspection Standards (NBIS) in this subpart apply to all structures defined as highway bridges located on all public roads.

§ 650.305 Definitions.

Terms used in this subpart are defined as follows:

American Association of State Highway and Transportation Officials (AASHTO) Manual. "Manual for Condition Evaluation of Bridges," second edition, published by the American Association of State Highway and Transportation Officials (incorporated by reference, *see* § 650.317).

Bridge. A structure including supports erected over a depression or an obstruction, such as water, highway, or railway, and having a track or passageway for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than 20 feet between undercopings of abutments or spring lines of arches, or extreme ends of openings for multiple boxes; it may also include multiple pipes, where the clear distance between openings is less than half of the smaller contiguous opening.

Bridge inspection experience. Active participation in bridge inspections in accordance with the NBIS, in either a field inspection, supervisory, or management role. A combination of bridge design, bridge maintenance, bridge construction and bridge inspection experience, with the predominant amount in bridge inspection, is acceptable.

Bridge inspection refresher training. The National Highway Institute "Bridge Inspection Refresher Training Course" [1] or other State, local, or federally developed instruction aimed to improve quality of inspections, introduce new techniques, and maintain the consistency of the inspection program.

Bridge Inspector's Reference Manual (BIRM). A comprehensive FHWA manual on programs, procedures and techniques for inspecting and evaluating a variety of in-service highway bridges. This manual may be purchased from the U.S. Government Printing Office, Washington, DC 20402 and from National Technical Information Service, Springfield, Virginia 22161, and is available at the following URL: *http://www.fhwa.dot.gov/bridge/bripub.htm.*

Complex bridge. Movable, suspension, cable stayed, and other bridges with unusual characteristics.

Comprehensive bridge inspection training. Training that covers all aspects of bridge inspection and enables inspectors to relate conditions observed on a bridge to established criteria (see the Bridge Inspector's Reference Manual for the recommended material to be covered in a comprehensive training course).

Critical finding. A structural or safety related deficiency that requires immediate follow-up inspection or action.

Damage inspection. This is an unscheduled inspection to assess structural damage resulting from environmental factors or human actions.

[1] The National Highway Institute training may be found at the following URL: *http://www.nhi.fhwa.dot.gov/*

Fracture critical member (FCM). A steel member in tension, or with a tension element, whose failure would probably cause a portion of or the entire bridge to collapse.

Fracture critical member inspection. A hands-on inspection of a fracture critical member or member components that may include visual and other nondestructive evaluation.

Hands-on. Inspection within arms length of the component. Inspection uses visual techniques that may be supplemented by nondestructive testing.

Highway. The term "highway" is defined in 23 U.S.C. 101(a)(11).

In-depth inspection. A close-up, inspection of one or more members above or below the water level to identify any deficiencies not readily detectable using routine inspection procedures; hands-on inspection may be necessary at some locations.

Initial inspection. The first inspection of a bridge as it becomes a part of the bridge file to provide all Structure Inventory and Appraisal (SI&A) data and other relevant data and to determine baseline structural conditions.

Legal load. The maximum legal load for each vehicle configuration permitted by law for the State in which the bridge is located.

Load rating. The determination of the live load carrying capacity of a bridge using bridge plans and supplemented by information gathered from a field inspection.

National Institute for Certification in Engineering Technologies (NICET). The NICET provides nationally applicable voluntary certification programs covering several broad engineering technology fields and a number of specialized subfields. For information on the NICET program certification contact: National Institute for Certification in Engineering Technologies, 1420 King Street, Alexandria, VA 22314–2794.

Operating rating. The maximum permissible live load to which the structure may be subjected for the load configuration used in the rating.

Professional engineer (PE). An individual, who has fulfilled education and experience requirements and passed rigorous exams that, under State licensure laws, permits them to offer engineering services directly to the public. Engineering licensure laws vary from State to State, but, in general, to become a PE an individual must be a graduate of an engineering program accredited by the Accreditation Board for Engineering and Technology, pass the Fundamentals of Engineering exam, gain four years of experience working under a PE, and pass the Principles of Practice of Engineering exam.

Program Manager. The individual in charge of the program, that has been assigned or delegated the duties and responsibilities for bridge inspection, reporting, and inventory. The program manager provides overall leadership and is available to inspection team leaders to provide guidance.

Public road. The term "public road" is defined in 23 U.S.C. 101(a)(27).

Quality assurance (QA). The use of sampling and other measures to assure the adequacy of quality control procedures in order to verify or measure the quality level of the entire bridge inspection and load rating program.

Quality control (QC). Procedures that are intended to maintain the quality of a bridge inspection and load rating at or above a specified level.

Routine inspection. Regularly scheduled inspection consisting of observations and/or measurements needed to determine the physical and functional condition of the bridge, to identify any changes from initial or previously recorded conditions, and to ensure that the structure continues to satisfy present service requirements.

Routine permit load. A live load, which has a gross weight, axle weight or distance between axles not conforming with State statutes for legally configured vehicles, authorized for unlimited trips over an extended period of time to move alongside other heavy vehicles on a regular basis.

Scour. Erosion of streambed or bank material due to flowing water; often considered as being localized around piers and abutments of bridges.

Scour critical bridge. A bridge with a foundation element that has been determined to be unstable for the observed or evaluated scour condition.

Special inspection. An inspection scheduled at the discretion of the bridge owner, used to monitor a particular known or suspected deficiency.

State transportation department. The term "State transportation department" is defined in 23 U.S.C. 101(a)(34).

Team leader. Individual in charge of an inspection team responsible for planning, preparing, and performing field inspection of the bridge.

Underwater diver bridge inspection training. Training that covers all aspects of underwater bridge inspection and enables inspectors to relate the conditions of underwater bridge elements to established criteria (see the Bridge Inspector's Reference Manual section on underwater inspection for the recommended material to be covered in an underwater diver bridge inspection training course).

Underwater inspection. Inspection of the underwater portion of a bridge substructure and the surrounding channel, which cannot be inspected visually at low water by wading or probing, generally requiring diving or other appropriate techniques.

§ 650.307 Bridge inspection organization.

(a) Each State transportation department must inspect, or cause to be inspected, all highway bridges located on public roads that are fully or partially located within the State's boundaries, except for bridges that are owned by Federal agencies.

(b) Federal agencies must inspect, or cause to be inspected, all highway bridges located on public roads that are fully or partially located within the respective agency responsibility or jurisdiction.

(c) Each State transportation department or Federal agency must include a bridge inspection organization that is responsible for the following:

(1) Statewide or Federal agencywide bridge inspection policies and procedures, quality assurance and quality control, and preparation and maintenance of a bridge inventory.

(2) Bridge inspections, reports, load ratings and other requirements of these standards.

(d) Functions identified in paragraphs (c)(1) and (2) of this section may be delegated, but such delegation does not relieve the State transportation department or Federal agency of any of its responsibilities under this subpart.

(e) The State transportation department or Federal agency bridge inspection organization must have a program manager with the qualifications defined in § 650.309(a), who has been delegated responsibility for paragraphs (c)(1) and (2) of this section.

§ 650.309 Qualifications of personnel.

(a) A program manager must, at a minimum:

(1) Be a registered professional engineer, or have ten years bridge inspection experience; and

(2) Successfully complete a Federal Highway Administration (FHWA) approved comprehensive bridge inspection training course.

(b) There are five ways to qualify as a team leader. A team leader must, at a minimum:

(1) Have the qualifications specified in paragraph (a) of this section; or

(2) Have five years bridge inspection experience and have successfully completed an FHWA approved comprehensive bridge inspection training course; or

(3) Be certified as a Level III or IV Bridge Safety Inspector under the National Society of Professional Engineer's program for National Certification in Engineering Technologies (NICET) and have successfully completed an FHWA approved comprehensive bridge inspection training course, or

(4) Have all of the following:

(i) A bachelor's degree in engineering from a college or university accredited by or determined as substantially equivalent by the Accreditation Board for Engineering and Technology;

(ii) Successfully passed the National Council of Examiners for Engineering and Surveying Fundamentals of Engineering examination;

(iii) Two years of bridge inspection experience; and

(iv) Successfully completed an FHWA approved comprehensive bridge inspection training course, or

(5) Have all of the following:

(i) An associate's degree in engineering or engineering technology from a college or university accredited by or determined as substantially equivalent by the Accreditation Board for Engineering and Technology;

(ii) Four years of bridge inspection experience; and

(iii) Successfully completed an FHWA approved comprehensive bridge inspection training course.

(c) The individual charged with the overall responsibility for load rating bridges must be a registered professional engineer.

(d) An underwater bridge inspection diver must complete an FHWA approved comprehensive bridge inspection training course or other FHWA approved underwater diver bridge inspection training course.

§ 650.311 Inspection frequency.

(a) *Routine inspections.* (1) Inspect each bridge at regular intervals not to exceed twenty-four months.

(2) Certain bridges require inspection at less than twenty-four-month intervals. Establish criteria to determine the level and frequency to which these bridges are inspected considering such factors as age, traffic characteristics, and known deficiencies.

(3) Certain bridges may be inspected at greater than twenty-four month intervals, not to exceed forty-eight-months, with written FHWA approval. This may be appropriate when past inspection findings and analysis justifies the increased inspection interval.

(b) *Underwater inspections.* (1) Inspect underwater structural elements at regular intervals not to exceed sixty months.

(2) Certain underwater structural elements require inspection at less than sixty-month intervals. Establish criteria to determine the level and frequency to which these members are inspected considering such factors as construction material, environment, age, scour characteristics, condition rating from past inspections and known deficiencies.

(3) Certain underwater structural elements may be inspected at greater than sixty-month intervals, not to exceed seventy-two months, with written FHWA approval. This may be appropriate when past inspection findings and analysis justifies the increased inspection interval.

(c) *Fracture critical member (FCM) inspections.* (1) Inspect FCMs at intervals not to exceed twenty-four months.

(2) Certain FCMs require inspection at less than twenty-four-month intervals. Establish criteria to determine the level and frequency to which these members are inspected considering such factors as age, traffic characteristics, and known deficiencies.

(d) Damage, in-depth, and special inspections. Establish criteria to determine the level and frequency of these inspections.

§ 650.313 Inspection procedures.

(a) Inspect each bridge in accordance with the inspection procedures in the AASHTO Manual (incorporated by reference, *see* § 650.317).

(b) Provide at least one team leader, who meets the minimum qualifications stated in § 650.309, at the bridge at all times during each initial, routine, in-depth, fracture critical member and underwater inspection.

(c) Rate each bridge as to its safe load-carrying capacity in accordance with the AASHTO Manual (incorporated by reference, *see* § 650.317). Post or restrict the bridge in accordance with the AASHTO Manual or in accordance with State law, when the maximum unrestricted legal loads or State routine permit loads exceed that allowed under the operating rating or equivalent rating factor.

(d) Prepare bridge files as described in the AASHTO Manual (incorporated by reference, *see* § 650.317). Maintain reports on the results of bridge inspections together with notations of any action taken to address the findings of such inspections. Maintain relevant maintenance and inspection data to allow assessment of current bridge condition. Record the findings and results of bridge inspections on standard State or Federal agency forms.

(e) Identify bridges with FCMs, bridges requiring underwater inspection, and bridges that are scour critical.

(1) Bridges with fracture critical members. In the inspection records, identify the location of FCMs and describe the FCM inspection frequency and procedures. Inspect FCMs according to these procedures.

(2) Bridges requiring underwater inspections. Identify the location of underwater elements and include a description of the underwater elements, the inspection frequency and the procedures in the inspection records for each bridge requiring underwater inspection. Inspect those elements requiring underwater inspections according to these procedures.

(3) Bridges that are scour critical. Prepare a plan of action to monitor known and potential deficiencies and to address critical findings. Monitor bridges that are scour critical in accordance with the plan.

(f) *Complex bridges.* Identify specialized inspection procedures, and additional inspector training and experience required to inspect complex bridges. Inspect complex bridges according to those procedures.

(g) *Quality control and quality assurance.* Assure systematic quality control (QC) and quality assurance (QA) procedures are used to maintain a high degree of accuracy and consistency in the inspection program. Include periodic field review of inspection teams, periodic bridge inspection refresher training for program managers and team leaders, and independent review of inspection reports and computations.

(h) *Follow-up on critical findings.* Establish a statewide or Federal agency wide procedure to assure that critical findings are addressed in a timely manner. Periodically notify the FHWA of the actions taken to resolve or monitor critical findings.

§ 650.315 Inventory.

(a) Each State or Federal agency must prepare and maintain an inventory of all bridges subject to the NBIS. Certain Structure Inventory and Appraisal (SI&A) data must be collected and retained by the State or Federal agency for collection by the FHWA as requested. A tabulation of this data is contained in the SI&A sheet distributed by the FHWA as part of the "Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges," (December 1995) together with subsequent interim changes or the most recent version. Report the data using FHWA established procedures as

outlined in the "Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges."

(b) For routine, in-depth, fracture critical member, underwater, damage and special inspections enter the SI&A data into the State or Federal agency inventory within 90 days of the date of inspection for State or Federal agency bridges and within 180 days of the date of inspection for all other bridges.

(c) For existing bridge modifications that alter previously recorded data and for new bridges, enter the SI&A data into the State or Federal agency inventory within 90 days after the completion of the work for State or Federal agency bridges and within 180 days after the completion of the work for all other bridges.

(d) For changes in load restriction or closure status, enter the SI&A data into the State or Federal agency inventory within 90 days after the change in status of the structure for State or Federal agency bridges and within 180 days after the change in status of the structure for all other bridges.

§ 650.317 Reference manuals.

(a) The materials listed in this subpart are incorporated by reference in the corresponding sections noted. These incorporations by reference were approved by the Director of the Federal Register in accordance with 5 U.S.C. 552(a) and 1 CFR part 51. These materials are incorporated as they exist on the date of the approval, and notice of any change in these documents will be published in the **Federal Register**. The materials are available for purchase at the address listed below, and are available for inspection at the National Archives and Records Administration (NARA). These materials may also be reviewed at the Department of Transportation Library, 400 Seventh Street, SW., Washington, DC, in Room 2200. For information on the availability of these materials at NARA call (202) 741–6030, or go to the following URL: *http://www.archives.gov/federal_register/code_of_federal_regulations/ibr_locations.html*. In the event there is a conflict between the standards in this subpart and any of these materials, the standards in this subpart will apply.

(b) The following materials are available for purchase from the American Association of State Highway and Transportation Officials, Suite 249, 444 N. Capitol Street, NW., Washington, DC 20001. The materials may also be ordered via the AASHTO bookstore located at the following URL: *http://www.aashto.org/aashto/home.nsf/FrontPage*.

(1) The Manual for Condition Evaluation of Bridges, 1994, second edition, as amended by the 1995, 1996, 1998, and 2000 interim revisions, AASHTO, incorporation by reference approved for §§ 650.305 and 650.313.

(2) 2001 Interim Revision to the Manual for Condition Evaluation of Bridges, AASHTO, incorporation by reference approved for §§ 650.305 and 650.313.

(3) 2003 Interim Revision to the Manual for Condition Evaluation of Bridges, AASHTO, incorporation by reference approved for §§ 650.305 and 650.313.

[FR Doc. 04–27355 Filed 12–13–04; 8:45 am]
BILLING CODE 4910–22–P

DEPARTMENT OF THE TREASURY

31 CFR Part 103

Financial Crimes Enforcement Network; Interpretive Release 2004–1—Anti-Money Laundering Program Requirements for Money Services Businesses With Respect to Foreign Agents or Foreign Counterparties

AGENCY: Financial Crimes Enforcement Network (FinCEN), Treasury.

ACTION: Final rule; interpretive release.

SUMMARY: This Interpretive Release sets forth an interpretation of the regulation requiring Money Services Businesses that are required to register with FinCEN to establish and maintain anti-money laundering programs. Specifically, this Interpretive Release clarifies that the anti-money laundering program regulation requires such Money Services Businesses to establish adequate and appropriate policies, procedures and controls commensurate with the risk of money laundering and the financing of terrorism posed by their relationship with foreign agents or foreign counterparties of the Money Services Business.

DATES: Effective June 13, 2005.

FOR FURTHER INFORMATION CONTACT: Office of Regulatory Policy and Programs Division, 1–800–800–2877, Office of Chief Counsel (703) 905–3590 (not a toll free number).

SUPPLEMENTARY INFORMATION: Section 5318(h) of the Bank Secrecy Act, which is codified in subchapter II of chapter 53 of title 31, United States Code, requires every financial institution to establish an anti-money laundering program. The Bank Secrecy Act regulations define financial institution to include money service businesses. On April 29, 2002, FinCEN issued interim final rules-31 CFR 103.125-concerning the application of the anti-money laundering program requirement to money services businesses. 67 FR 21114.

List of Subjects in 31 CFR Part 103

Authority delegations (government agencies), bank, banking, currency, investigations, reporting and recordkeeping requirements.

Department of the Treasury

31 CFR Chapter I

Authority and Issuance

■ For the reasons set forth in the preamble, part 103 of title 31 of the Code of Federal Regulations is amended as follows:

PART 103—FINANCIAL RECORDKEEPING AND REPORTING OF CURRENCY AND FOREIGN TRANSACTIONS

■ 1. The authority citation for part 103 continues to read as follows:

Authority: 12 U.S.C. 1829b and 1951–1959; 31 U.S.C 5311–5314 and 5316–5332; title III, secs. 312, 313, 314, 319, 326, 352, Pub. L. 107–56, 115 Stat. 307, 12 U.S.C. 1786(q).

■ 2. Part 103 is amended by adding a new appendix C to read as follows:

APPENDIX C TO PART 103—INTERPRETIVE RULES

Release No. 2004–01

This Interpretive Guidance sets forth our interpretation of the regulation requiring Money Services Businesses that are required to register with FinCEN to establish and maintain anti-money laundering programs. See 31 CFR 103.125. Specifically, this Interpretive Guidance clarifies that the anti-money laundering program regulation requires Money Services Businesses to establish adequate and appropriate policies, procedures, and controls commensurate with the risks of money laundering and the financing of terrorism posed by their relationship with foreign agents or foreign counterparties of the Money Services Business.[1]

Under existing Bank Secrecy Act regulations, we have defined Money Services Businesses to include five distinct types of financial services providers and the U.S. Postal Service: (1) Currency dealers or exchangers; (2) check cashers; (3) issuers of traveler's checks, money orders, or stored

[1] This Interpretive Guidance focuses on the need to control risks arising out of the relationship between a Money Service Business and its foreign counterparty or agent. Under existing FinCEN regulations, only Money Service Business principals are required to register with FinCEN, and only Money Service Business principals establish the counterparty or agency relationships. 31 CFR 103.41. Accordingly, this Interpretive Guidance only applies to those Money Service Businesses required to register with FinCEN, that is, only those Money Service Businesses that may have a relationship with a foreign agent or counterparty.

CFR part 149. CBP is revising the Appendix D ISF bond language to add the $5,000 liquidated damages clause contained in the other bond provisions.

This amendment is consistent with the background portion of the Supplementary Information to the interim final rule. In discussing the changes made from the Notice of Proposed Rulemaking, CBP explained that "[t]he liquidated damages amount for violations of the Importer Security Filing requirements are changed from the value of the merchandise, as proposed, to $5,000 for each violation in proposed §§ 113.62(j), 113.64(e), and 113.73(c) and new § 113.63(g) *and Appendix D to part 113* (emphasis added)." 73 FR 71736. The inclusion of the $5,000 liquidated damages clause in the Appendix D ISF bond will bring the Appendix D ISF bond language into conformity with sections 113.62, 113.63, 113.64, and 113.73 and with CBP's stated intention in the Supplementary Information section of the interim final rule.

This document also clarifies the applicable time period for an Appendix D ISF bond. The current Appendix D language states that the bond is effective for one year beginning with the effective date and for each succeeding annual period, or until terminated. The text is being revised to make clear that the Appendix D ISF bond may also be used to cover a single transaction. This clarification will facilitate compliance with the ISF requirement by ISF Importers and is consistent with the Supplementary Information portion of the interim final rule in which CBP stated that it would accept single transaction bonds on a case-by-case basis. 73 FR 71760. Despite this statement, the terms of the Appendix D ISF bond did not make provision for using it as security for a single transaction.

III. Inapplicability of Notice and Comment and Delayed Effective Date

Pursuant to 5 U.S.C. 553(b)(3)(B), CBP has determined that it would be impracticable, unnecessary, and contrary to the public interest to require notice and public procedure for these amendments as CBP is simply clarifying the terms of the importer security filing bond in Appendix D consistent with both the preamble of the interim final rule and the other regulatory language in other bonds used to secure the ISF. In addition, the amendment to add text to clarify that the importer security filing bond can be used as either a continuous or single transaction bond confers a benefit to ISF Importers and imposes no burden on any interested parties. For these same reasons, pursuant to 5 U.S.C. 553(d)(1) and (d)(3), there is good cause for these amendments to not have a delayed effective date.

IV. The Regulatory Flexibility Act and Executive Order 12866

Because no notice of proposed rulemaking is required, the provisions of the Regulatory Flexibility Act (5 U.S.C. 601 *et seq.*) do not apply. Also, this amendment does not meet the criteria for a "significant regulatory action" as specified in Executive Order 12866.

V. Amendments

List of Subjects in 19 CFR Part 113

Common carrier, Customs duties and inspection, Freight, Penalties, Reporting and recordkeeping requirements, Surety bonds.

Amendments to the Regulations

■ Part 113 of title 19, code of Federal Regulations (19 CFR part 113), is amended as set forth below.

PART 113—CUSTOMS BONDS

■ 1. The general authority citation for part 113 continues to read as follows:

Authority: 19 U.S.C. 66, 1623, 1624.

■ 2. Revise Appendix D to part 113 to read as follows:

Appendix D to Part 113—Importer Security Filing Bond

This appendix contains the relevant terms and conditions for Importer Security Filing Bonds.

Importer Security Filing Bond

KNOW ALL MEN BY THESE PRESENTS, that _____ of _____, as principal having Customs and Border Protection (CBP) Identification Number _____ and _____, as surety are held and firmly bound unto the United States of America up to the sum of _____ dollars ($_____) for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the named principal (including the named principal's employees, agents and contractors) agrees to comply with all Importer Security Filing requirements set forth in 19 CFR part 149, including but not limited to providing security filing information to CBP in the manner and in the time period prescribed by regulation.

If the principal defaults on the conditions of this obligation, the principal and surety jointly and severally, agree to pay liquidated damages of $5,000 for each violation, or such other amount as may be authorized by law or regulation upon demand by CBP.

[Complete this paragraph only for a single transaction bond]

This single transaction bond secures the single transaction identified by Importer Security Filing transaction number _____ issued by CBP on _____, 20_____.

[Complete this paragraph only for a continuous bond]

This continuous bond is effective _____, 20_____, and remains in force for one year beginning with the effective date and for each succeeding annual period, or until terminated. This bond constitutes a separate bond for each period in the amount listed above for liabilities that accrue in each period. The intention to terminate this bond must be conveyed within the period and manner prescribed in the CBP Regulations.

This bond is executed on _____, 20_____.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

_____

(Name) (Address)

_____

(Name) (Address)

_____

(Principal Name) (Seal)

_____

_____

(Principal Address)

_____

(Surety Name) (Seal)

Surety No. _____

_____

_____

_____

(Surety Mailing Address)

Surety Agent Name _____

Surety Agent ID Number _____

Dated: December 18, 2009.

Jayson P. Ahern,

Acting Commissioner.

[FR Doc. E9–30570 Filed 12–23–09; 8:45 am]

BILLING CODE 9111–14–P

DEPARTMENT OF TRANSPORTATION

Federal Highway Administration

23 CFR Part 650

[FHWA Docket No. FHWA–2009–0074]

RIN 2125–AF33

National Bridge Inspection Standards

AGENCY: Federal Highway Administration (FHWA), DOT.

ACTION: Final rule.

SUMMARY: The American Association of State Highway and Transportation Officials (AASHTO) Manual for Condition Evaluation of Bridges, 1994,

second edition (also referred to as "the Manual"), together with the 2001 and 2003 Interim Revisions, is incorporated by reference in FHWA regulations, approved by the Federal Highway Administration, and recognized as a national standard for bridge inspections and load rating. The purpose of this final rule is to update the incorporation by reference language to incorporate the most recent version of the AASHTO Manual, now known as The Manual for Bridge Evaluation, First Edition, 2008.

DATES: This rule becomes effective January 25, 2010. The incorporation by reference of certain publications listed in the rule is approved by the Director of the Federal Register as of January 25, 2010.

FOR FURTHER INFORMATION CONTACT: Mr. Thomas Everett, Office of Bridge Technology, (202) 366–4675; or Mr. Robert Black, Office of the Chief Counsel, (202) 366–1359, Federal Highway Administration, 1200 New Jersey Ave., SE., Washington, DC 20590. Office hours are from 7:45 a.m. to 4:15 p.m., e.t., Monday through Friday, except Federal holidays.

SUPPLEMENTARY INFORMATION:

Electronic Access and Filing

This document, the notice of proposed rulemaking (NPRM), and all comments received can be viewed online through the Federal eRulemaking portal at: *http://www.regulations.gov*. It is available 24 hours each day, 365 days each year.

An electronic copy of this document may also be downloaded from the Office of the Federal Register's home page at: *http://www.archives.gov* and the Government Printing Office's Web page at: *http://www.access.gpo.gov/nara*.

Background

This Final Rule is being issued to announce the revision to the incorporation by reference of the AASHTO Manual in the National Bridge Inspection Standards (NBIS).

The Manual for Bridge Evaluation, First Edition (MBE) was adopted by the AASHTO Highways Subcommittee on Bridges and Structures in 2005. The MBE combines The Manual for Condition Evaluation of Bridges, Second Edition, and its 2001 and 2003 Interim Revisions with the Guide Manual for Condition Evaluation and Load and Resistance Factor Rating of Highway Bridges, First Edition, and its 2005 Interim Revisions. Revisions based on approved agenda items from annual AASHTO Subcommittee meetings in 2007 and 2008 are also incorporated into the MBE.

The MBE, First Edition, 2008, supersedes The Manual for Condition Evaluation of Bridges, Second Edition, and the 2001 and 2003 Interim Revisions, which are currently incorporated by reference at 23 CFR 650.317. The MBE offers assistance to bridge owners at all phases of bridge inspection and evaluation. The Manual serves as a standard and provides uniformity in the procedures and policies for determining the physical condition, maintenance needs, and load capacity of the Nation's highway bridges.

Because the information incorporated by reference at 23 CFR 650.317 has been superseded, the FHWA is updating the NBIS regulation to reflect the latest information contained in the AASHTO documents. The FHWA also is updating the definition for "AASHTO Manual" to reflect the updated document.

The FHWA proposed these revisions in its NPRM published in the **Federal Register** at 74 FR 44793 on August 31st. The FHWA did not receive any comments to the NPRM and therefore adopts the revisions as proposed.

Rulemaking Analysis and Notices

Executive Order 12866 (Regulatory Planning and Review) and U.S. DOT Regulatory Policies and Procedures

The FHWA has determined that this action would not be a significant regulatory action within the meaning of Executive Order 12866 or significant within the meaning of U.S. Department of Transportation regulatory policies and procedures. These changes are not anticipated to adversely affect, in any material way, any sector of the economy. The FHWA believes that the incorporation of the MBE within the NBIS regulation will greatly improve consistency and uniformity in the application of bridge inspection and load rating procedures. In addition, these changes would not create a serious inconsistency with any other agency's action or materially alter the budgetary impact of any entitlements, grants, user fees, or loan programs. Therefore, a full regulatory evaluation is not required.

Regulatory Flexibility Act

In compliance with the Regulatory Flexibility Act (Pub. L. 96–354, 5 U.S.C. 601–612), the FHWA has evaluated the effects of these changes on small entities and has determined that this action would not have a significant economic impact on a substantial number of small entities.

Unfunded Mandates Reform Act of 1995

This Final Rule would not impose unfunded mandates as defined by the Unfunded Mandates Reform Act of 1995 (Pub. L. 104–4, 109 Stat. 48, March 22, 1995). This action would not result in the expenditure by State, local, and Tribal governments, in the aggregate, or by the private sector, of $128.1 million or more in any one year (2 U.S.C. 1532).

Executive Order 13132 (Federalism)

This action has been analyzed in accordance with the principles and criteria contained in Executive Order 13132 dated August 4, 1999, and the FHWA has determined that this action would not have sufficient federalism implications to warrant the preparation of a federalism assessment. The FHWA has also determined that this rulemaking will not preempt any State law or State regulation or affect the States' ability to discharge traditional State governmental functions.

Executive Order 13175 (Tribal Consultation)

The FHWA has analyzed this action under Executive Order 13175, dated November 6, 2000, and believes that it would not have substantial direct effects on one or more Indian Tribes; would not impose substantial direct compliance costs on Indian Tribal governments; and would not preempt Tribal law. Therefore, a Tribal summary impact statement is not required.

Executive Order 13211 (Energy Effects)

The FHWA has analyzed this action under Executive Order 13211, Actions Concerning Regulations That Significantly Affect Energy Supply, Distribution, or Use. We have determined that it is not a significant energy action under that order because it is not likely to have a significant adverse effect on the supply, distribution, or use of energy. Therefore, a Statement of Energy Effects under Executive Order 13211 is not required.

Executive Order 12372 (Intergovernmental Review)

Catalog of Federal Domestic Assistance program Number 20.205, Highway Planning and Construction. The regulations implementing Executive Order 12372 regarding intergovernmental consultation on Federal programs and activities apply to this program.

Paperwork Reduction Act

Under the Paperwork Reduction Act of 1995 (PRA) (44 U.S.C. 3501, *et seq.*), Federal agencies must obtain approval from the Office of Management and Budget for each collection of information they conduct, sponsor, or require through regulations. The FHWA

has determined that this action does not contain collection information requirements for purposes of the PRA.

Executive Order 12988 (Civil Justice Reform)

This action meets applicable standards in sections 3(a) and 3(b)(2) of Executive Order 12988, Civil Justice Reform, to minimize litigation, eliminate ambiguity, and reduce burden.

Executive Order 13045 (Protection of Children)

The FHWA has analyzed this action under Executive Order 13045, Protection of Children from Environmental Health Risks and Safety Risks. The FHWA certifies that this action would not concern an environmental risk to health or safety that may disproportionately affect children.

Executive Order 12630 (Taking of Private Property)

The FHWA does not anticipate that this action would affect a taking of private property or otherwise have taking implications under Executive Order 12630, Governmental Actions and Interference with Constitutionally Protected Property Rights.

National Environmental Policy Act

The agency has analyzed this action for the purpose of the National Environmental Policy Act of 1969 (42 U.S.C. 4321–4347) and has determined that it would not have any effect on the quality of the environment.

Regulation Identification Number

A regulation identification number (RIN) is assigned to each regulatory action listed in the Unified Agenda of Federal Regulations. The Regulatory Information Service Center publishes the Unified Agenda in April and October of each year. The RIN contained in the heading of this document can be used to cross reference this action with the Unified Agenda.

List of Subjects in 23 CFR Part 650

Bridges, Grant programs—Transportation, Highways and roads, Incorporation by reference, Reporting and recordkeeping requirements.

Issued on: December 15, 2009.

Victor M. Mendez,

Administrator.

■ In consideration of the foregoing, the FHWA amends title 23, Code of Federal Regulations part 650 as follows:

PART 650—BRIDGES, STRUCTURES, AND HYDRAULICS

■ 1. The authority citation for part 650 continues to read as follows:

Authority: 23 U.S.C. 109(a) and (h), 144, 151, 315, and 319; 33 U.S.C. 401, 491 *et seq.*; 511 *et seq.*; sec 4(b) of Pub. L. 97–134, 95 Stat. 1699 (1981); sec. 161 of Pub. L. 97–424, 96 Stat. 2097, at 3135 (1983); sec. 1311 of Pub. L. 105–178, as added by Pub. L. 105–206, 112 Stat. 842 (1998); 23 CFR 1.32; 49 CFR 1.48(b); E.O. 11988 (3 CFR, 1977 Comp., p. 117); Department of Transportation Order 5650.2, dated April 23, 1979 (44 FR 24678).

Subpart C—National Bridge Inspection Standards

■ 2. Amend § 650.305 by revising the definition of "American Association of State Highway and Transportation Officials (AASHTO) Manual" to read as follows:

§ 650.305 Definitions.

* * * * *

American Association of State Highway and Transportation Officials (AASHTO) Manual. "The Manual for Bridge Evaluation," First Edition, 2008, published by the American Association of State Highway and Transportation Officials (incorporated by reference, *see* § 650.317).

* * * * *

■ 3. Revise § 650.317 to read as follows:

§ 650.317 Reference manuals.

(a) The materials listed in this subpart are incorporated by reference in the corresponding sections noted. These incorporations by reference were approved by the Director of the Federal Register in accordance with 5 U.S.C. 552(a) and 1 CFR part 51. These materials are incorporated as they exist on the date of the approval, and notice of any change in these documents will be published in the **Federal Register**. The materials are available for purchase at the address listed below, and are available for inspection at the National Archives and Records Administration (NARA). These materials may also be reviewed at the Department of Transportation Library, 1200 New Jersey Avenue, SE., Washington, DC 20590, (202) 366–0761. For information on the availability of these materials at NARA call (202) 741–6030, or go to the following URL: *http://www.archives.gov/federal_register/code_of_federal_regulations/ibr_locations.htm.* In the event there is a conflict between the standards in this subpart and any of these materials, the standards in this subpart will apply.

(b) The following materials are available for purchase from the American Association of State Highway and Transportation Officials, Suite 249, 444 N. Capitol Street, NW., Washington, DC 20001, (202) 624–5800. The materials may also be ordered via the AASHTO bookstore located at the following URL: *http://www.transportation.org.*

(1) The Manual for Bridge Evaluation, First Edition, 2008, AASHTO, incorporation by reference approved for §§ 650.305 and 650.313.

(2) [Reserved]

[FR Doc. E9–30469 Filed 12–23–09; 8:45 am]

BILLING CODE 4910–22–P

DEPARTMENT OF AGRICULTURE

Forest Service

36 CFR Part 251

RIN 0596–AC81

Special Uses

AGENCY: Forest Service, USDA.

ACTION: Final rule; technical correction.

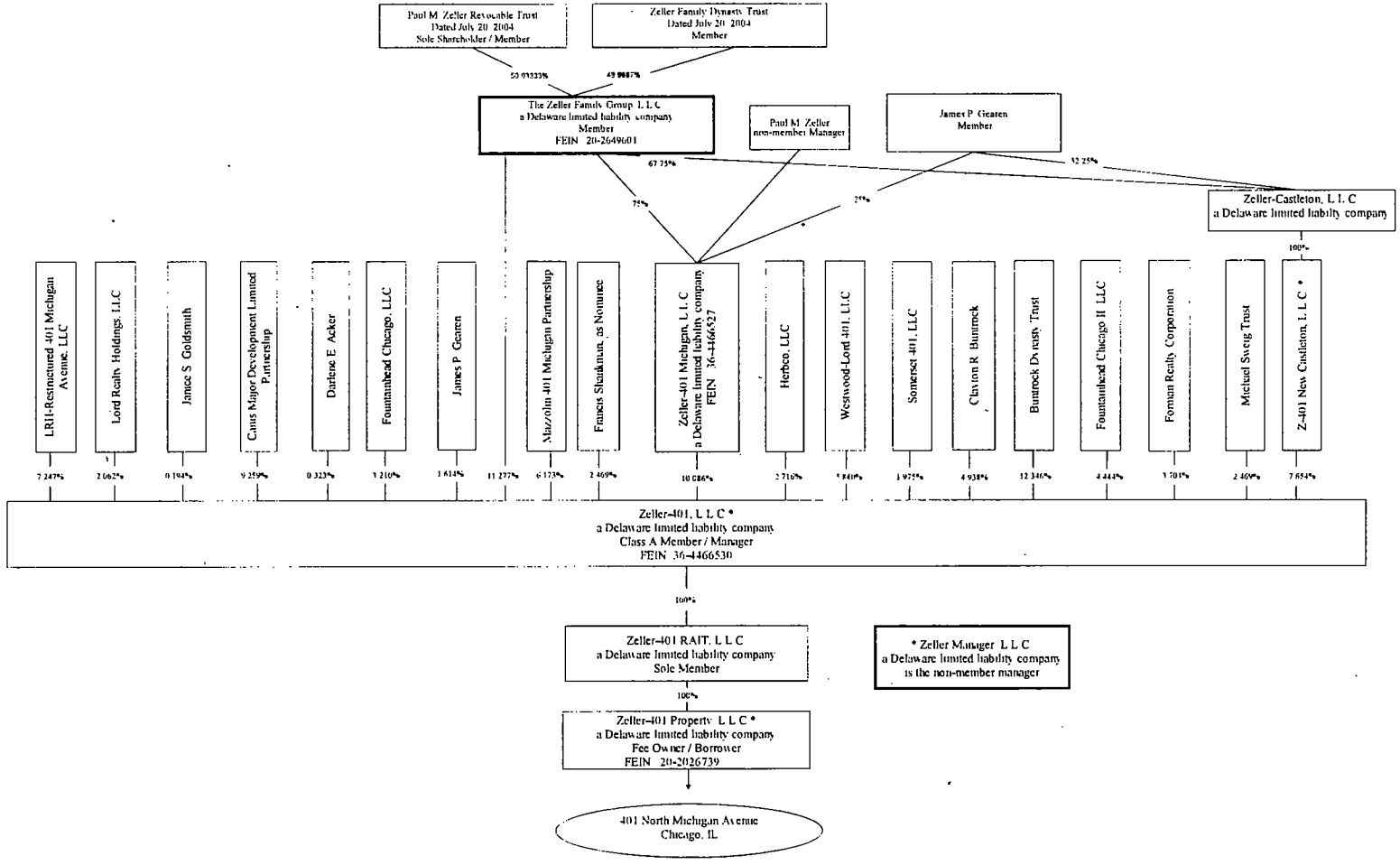
SUMMARY: This final rule is making minor, purely technical changes to the Forest Service's special use regulations. The Agency is clarifying a definition of a term in which a phrase was inadvertently omitted from previous versions of the rule and which properly reflect the Forest Service's authority to issue special use authorizations. The rule also corrects inaccurate citations and terms and removes obsolete requirements.

DATES: *Effective Date:* This rule is effective December 24, 2009.

FOR FURTHER INFORMATION CONTACT: Julett Denton, Special Uses Program Manager, Lands Staff, 202–205–1256.

SUPPLEMENTARY INFORMATION: Forest Service regulations at 36 CFR part 251, subpart B, govern special use authorizations for use and occupancy of National Forest System lands. Approximately 72,000 special use authorizations are in effect on National Forest System lands. These uses cover a variety of activities ranging from individual private uses to large-scale commercial facilities and public services. Examples of authorized uses include road rights-of-way, apiaries, water storage and transmission facilities, telephone and electric transmission line rights-of-way, ski areas, resorts, marinas, outfitting and guiding, and campgrounds. The Department is making minor, purely technical changes to the regulations governing special use authorizations.

401 N. Michigan Avenue, Chicago, IL
Effective July 31, 2014



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:

Zeller-401 Property, LLC

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: 401 North Michigan Ave., Suite 350
Chicago, Illinois 60611

C. Telephone: 312-640-7600 Fax: _____ Email: jgoldsmith@zellerrealty.com

D. Name of contact person: Janice S. Goldsmith

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):

Construction and maintenance agreement affecting property at 401 N. Michigan Ave., Chicago, IL

G. Which City agency or department is requesting this EDS? Department of Transportation

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:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust

[✓] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

_____

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

Delaware

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
Please see Exhibit A attached hereto	

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
Zeller-401 Rait, LLC	401 N. Michigan Ave., Suite 1300	100%
	Chicago, Il. 60611	

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.
Joseph G. Gattuso	111 E. Wacker Dr., Suite 2800 Chicago, Illinois 60601	Attorney	$10,000 (est.)

(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:

N/A

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").

N/A

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.

N/A

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.

Zeller-401 Property, LLC
(Print or type name of Disclosing Party)

By: _____
(Sign here)

Paul M. Zeller
(Print or type name of person signing)

President
(Print or type title of person signing)

Signed and sworn to before me on (date) May 17, 2017,
at Cook County, Illinois (state).

_____ Notary Public.

Commission expires: 12/03/17.

OFFICIAL SEAL
KATHLEEN H SEDLOCK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/03/17

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.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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 (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to Municipal Code Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

   [ ] Yes [✔] No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

   [ ] Yes [ ] No [✔] Not Applicable

3. If yes to (1) or (2) above, please identify below the name of the person or legal entity identified as a building code scofflaw or problem landlord and the address of the building or buildings to which the pertinent code violations apply.

_____

_____

_____

FILLING OUT THIS APPENDIX B CONSTITUTES ACKNOWLEDGMENT AND AGREEMENT THAT THIS APPENDIX B IS INCORPORATED BY REFERENCE INTO, AND MADE A PART OF, THE ASSOCIATED EDS, AND THAT THE REPRESENTATIONS MADE IN THIS APPENDIX B ARE SUBJECT TO THE CERTIFICATION MADE UNDER PENALTY OF PERJURY ON PAGE 12 OF THE ASSOCIATED EDS.

EXHIBIT A

ZELLER-401 PROPERTY, L.L.C.

Zeller Manager, L.L.C., its manager

Paul M. Zeller	President
Robert M. Six	Chief Operating Officer & Secretary
Janice Sava Goldsmith	Vice President
Ari F. Glass	Vice President
Christopher G. Baker	Vice President
Robert R. Lee	Controller

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:

Zeller Manager, LLC

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: Zeller-401 Property, LLC

B. Business address of the Disclosing Party: 401 North Michigan Ave , Suite 350
Chicago, Illinois 60611

C. Telephone: 312-640-7600 Fax: _____ Email: jgoldsmith@zellerrealty.com

D. Name of contact person: Janice S. Goldsmith

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):

Construction and maintenance agreement affecting property at 401 N. Michigan Ave., Chicago, IL

G. Which City agency or department is requesting this EDS? Department of Transportation

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:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust

[✓] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)
_____

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

Delaware

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
Paul M. Zeller	Managing Member

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
Paul M. Zeller	401 N. Michigan Ave., Suite 1300, Chicago, Il. 60611	[illegible]%

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:

N/A

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").

N/A

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.

N/A

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.

Zeller Manager, LLC
(Print or type name of Disclosing Party)

By: Paul M Zeller
(Sign here)

Paul M. Zeller
(Print or type name of person signing)

Managing Member
(Print or type title of person signing)

Signed and sworn to before me on (date) 5/18/2017,
at Cook County, Illinois (state).

Erika Pietrzak Notary Public.

Commission expires: 4/8/2020.

ERIKA PIETRZAK
Official Seal
Notary Public - State of Illinois
My Commission Expires Apr 8, 2020

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.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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 (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to Municipal Code Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

   [ ] Yes [✓] No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

   [ ] Yes [ ] No [✓] Not Applicable

3. If yes to (1) or (2) above, please identify below the name of the person or legal entity identified as a building code scofflaw or problem landlord and the address of the building or buildings to which the pertinent code violations apply.

_____

_____

_____

FILLING OUT THIS APPENDIX B CONSTITUTES ACKNOWLEDGMENT AND AGREEMENT THAT THIS APPENDIX B IS INCORPORATED BY REFERENCE INTO, AND MADE A PART OF, THE ASSOCIATED EDS, AND THAT THE REPRESENTATIONS MADE IN THIS APPENDIX B ARE SUBJECT TO THE CERTIFICATION MADE UNDER PENALTY OF PERJURY ON PAGE 12 OF THE ASSOCIATED EDS.

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:

Zeller-401 RAIT, LLC

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: Zeller-401 Property, LLC
   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: 401 North Michigan Ave., Suite 1300
Chicago, Illinois 60611

C. Telephone: 312-640-7600 Fax: _____ Email: jgoldsmith@zellerrealty.com

D. Name of contact person: Janice S. Goldsmith

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):

Construction and maintenance agreement affecting property at 401 N. Michigan Ave., Chicago, IL

G. Which City agency or department is requesting this EDS? Department of Transportation

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:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust

[✓] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

_____

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

Delaware

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
Please see Exhibit A attached hereto	

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
Zeller-401, LLC	401 N. Michigan Ave., Suite 1300	100%
	Chicago, Il. 60611	

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:

N/A

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").

N/A

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.

N/A

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.

Zeller-401 RAIT, LLC
(Print or type name of Disclosing Party)

By: Paul M. Zeller
(Sign here)

Paul M. Zeller
(Print or type name of person signing)

President
(Print or type title of person signing)

Signed and sworn to before me on (date) May 17, 2017,
at Cook County, Illinois (state).

Kathleen H Sedlock Notary Public.

OFFICIAL SEAL
KATHLEEN H SEDLOCK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/03/17

Commission expires: 12/03/17.

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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.

_____

_____

_____

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ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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 (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to Municipal Code Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

   [ ] Yes [✔] No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

   [ ] Yes [ ] No [✔] Not Applicable

3. If yes to (1) or (2) above, please identify below the name of the person or legal entity identified as a building code scofflaw or problem landlord and the address of the building or buildings to which the pertinent code violations apply.

_____

_____

_____

FILLING OUT THIS APPENDIX B CONSTITUTES ACKNOWLEDGMENT AND AGREEMENT THAT THIS APPENDIX B IS INCORPORATED BY REFERENCE INTO, AND MADE A PART OF, THE ASSOCIATED EDS, AND THAT THE REPRESENTATIONS MADE IN THIS APPENDIX B ARE SUBJECT TO THE CERTIFICATION MADE UNDER PENALTY OF PERJURY ON PAGE 12 OF THE ASSOCIATED EDS.

EXHIBIT A

ZELLER-401 RAIT, L.L.C.

Zeller Manager, L.L.C., its manager

Paul M. Zeller	President
Robert M. Six	Chief Operating Officer & Secretary
Janice Sava Goldsmith	Vice President
Ari F. Glass	Vice President
Christopher G. Baker	Vice President
Robert R. Lee	Controller

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:

Zeller-401 Michigan, LLC

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: Zeller-401, LLC
   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: 401 North Michigan Ave., Suite 1300
Chicago, Illinois 60611

C. Telephone: 312-640-7600 Fax: _____ Email: jgoldsmith@zellerrealty.com

D. Name of contact person: Janice S. Goldsmith

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):

Construction and maintenance agreement affecting property at 401 N. Michigan Ave., Chicago, IL

G. Which City agency or department is requesting this EDS? Department of Transportation

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:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust

[✓] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

_____

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

Delaware

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
Please see Exhibit A attached hereto	

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
The Zeller Family Group, LLC	401 N. Michigan Ave., Suite 1300, Chicago, Il. 60611	[redacted]%
James P. Gearen	401 N. Michigan Ave., Suite 1300, Chicago, Il. 60611	[redacted]%

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:

N/A

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").

N/A

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.

N/A

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.

Zeller-401 Michigan, LLC
(Print or type name of Disclosing Party)

By: _____
(Sign here)

Paul M. Zeller
(Print or type name of person signing)

President
(Print or type title of person signing)

Signed and sworn to before me on (date) May 17, 2017,
at Cook County, Illinois (state).

_____ Notary Public.

Commission expires: 12/03/17.

OFFICIAL SEAL
KATHLEEN H SEDLOCK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/03/17

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.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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1. Pursuant to Municipal Code Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

   [ ] Yes [✔] No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

   [ ] Yes [ ] No [✔] Not Applicable

3. If yes to (1) or (2) above, please identify below the name of the person or legal entity identified as a building code scofflaw or problem landlord and the address of the building or buildings to which the pertinent code violations apply.

_____

_____

_____

FILLING OUT THIS APPENDIX B CONSTITUTES ACKNOWLEDGMENT AND AGREEMENT THAT THIS APPENDIX B IS INCORPORATED BY REFERENCE INTO, AND MADE A PART OF, THE ASSOCIATED EDS, AND THAT THE REPRESENTATIONS MADE IN THIS APPENDIX B ARE SUBJECT TO THE CERTIFICATION MADE UNDER PENALTY OF PERJURY ON PAGE 12 OF THE ASSOCIATED EDS.

EXHIBIT A

ZELLER-401 MICHIGAN, L.L.C.

Paul M. Zeller	President
Robert M. Six	Executive Vice President & Secretary
Janice Sava Goldsmith	Senior Vice President

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:

Zeller-401, LLC

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: Zeller-401 RAIT, LLC

   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: 401 North Michigan Ave., Suite 1300
Chicago, Illinois 60611

C. Telephone: 312-640-7600 Fax: _____ Email: jgoldsmith@zellerrealty.com

D. Name of contact person: Janice S. Goldsmith

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):

Construction and maintenance agreement affecting property at 401 N. Michigan Ave., Chicago, IL

G. Which City agency or department is requesting this EDS? Department of Transportation

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:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust

[✓] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

_____

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

Delaware

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
Please see Exhibit A attached hereto	

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
Zeller-401 Michigan, LLC	401 N. Michigan Ave., Suite 1300, Chicago, Il. 60611	10.086%
Canis Major Development L.P.	601 Carlson Pkwy., Suite 1290, Minnetinka, Mn. 55305	9.259%
Zeller-401 Castleton, LLC,	401 N. Michigan Ave., Suite 1300, Chicago, Il. 60611	7.654%
The Zeller Family Group, LLC	Same as above 11.277%	No other person or entity owns more than 7.50%

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:

N/A

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").

N/A

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.

N/A

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.

Zeller-401, LLC
(Print or type name of Disclosing Party)

By: _____
(Sign here)

Paul M. Zeller
(Print or type name of person signing)

President
(Print or type title of person signing)

Signed and sworn to before me on (date) May 17, 2017,
at Cook County, Illinois (state).

_____ Notary Public.

OFFICIAL SEAL
KATHLEEN H SEDLOCK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/03/17

Commission expires: 12/03/17.

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.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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 (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to Municipal Code Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

   [ ] Yes [✓] No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

   [ ] Yes [ ] No [✓] Not Applicable

3. If yes to (1) or (2) above, please identify below the name of the person or legal entity identified as a building code scofflaw or problem landlord and the address of the building or buildings to which the pertinent code violations apply.

_____

_____

_____

FILLING OUT THIS APPENDIX B CONSTITUTES ACKNOWLEDGMENT AND AGREEMENT THAT THIS APPENDIX B IS INCORPORATED BY REFERENCE INTO, AND MADE A PART OF, THE ASSOCIATED EDS, AND THAT THE REPRESENTATIONS MADE IN THIS APPENDIX B ARE SUBJECT TO THE CERTIFICATION MADE UNDER PENALTY OF PERJURY ON PAGE 12 OF THE ASSOCIATED EDS.

EXHIBIT A

ZELLER-401, L.L.C.

Zeller Manager, L.L.C., its manager

Paul M. Zeller	President
Robert M. Six	Chief Operating Officer & Secretary
Janice Sava Goldsmith	Vice President
Ari F. Glass	Vice President
Christopher G. Baker	Vice President
Robert R. Lee	Controller

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:

Canis Major Development, LP

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant

   OR

2. [x] 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: Zeller 401 LLC

   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: 601 Carlson Pkwy #1290
Minnetonka, MN 55305

C. Telephone: (763) 544-2108 Fax: (763) 544-2427 Email: colleenmiller@qwestoffice.net

D. Name of contact person: David Kelly

E. Federal Employer Identification No. (if you have one): [redacted]

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):

Construction and maintenance agreement for right of way improvements at 401 N Michigan Avenue

G. Which City agency or department is requesting this EDS? Department of Transportation

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

Specification # N/A and Contract # N/A

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[x] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

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

Minnesota

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 [x] 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
Mistral Wind, Inc.	General Partner

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
Paul Kelly	601 Carlson Pkw #1290 Minnetonka, MN 55305	

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 [x] 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)

[x] 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 [x] 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:

_____

_____

_____

_____

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 [x] 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):

N/A

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 [X] 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):

Matter not Federally funded

_____

_____

_____

(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 [X] No N/A Matter not Federally funded

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:
Matter not Federally funded

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.

Canis Major Development, LP
(Print or type name of Disclosing Party)

By: Paul Kelly
(Sign here)

Paul Kelly
(Print or type name of person signing)

President of Mistral Wind, Inc., General partner
(Print or type title of person signing)

Signed and sworn to before me on (date) May 16, 2017,
at Hennepin County, Minnesota (state).

Colleen Marie Miller Notary Public.

COLLEEN MARIE MILLER
Notary Public-Minnesota
My Commission Expires Jan 31, 2020

Commission expires: 1/31/2020.

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 [x] 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.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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 (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to Municipal Code Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

   ☐ Yes ☒ No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

   ☐ Yes ☐ No ☒ Not Applicable

3. If yes to (1) or (2) above, please identify below the name of the person or legal entity identified as a building code scofflaw or problem landlord and the address of the building or buildings to which the pertinent code violations apply.

_____

_____

_____

FILLING OUT THIS APPENDIX B CONSTITUTES ACKNOWLEDGMENT AND AGREEMENT THAT THIS APPENDIX B IS INCORPORATED BY REFERENCE INTO, AND MADE A PART OF, THE ASSOCIATED EDS, AND THAT THE REPRESENTATIONS MADE IN THIS APPENDIX B ARE SUBJECT TO THE CERTIFICATION MADE UNDER PENALTY OF PERJURY ON PAGE 12 OF THE ASSOCIATED EDS.

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:

Z-401 New Castleton, LLC

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: Zeller-401, LLC

   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: 401 North Michigan Ave., Suite 1300
Chicago, Illinois 60611

C. Telephone: 312-640-7600 Fax: _____ Email: jgoldsmith@zellerrealty.com

D. Name of contact person: Janice S. Goldsmith

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):

Construction and maintenance agreement affecting property at 401 N. Michigan Ave., Chicago, IL

G. Which City agency or department is requesting this EDS? Department of Transportation

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:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust

[✓] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

_____

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

Delaware

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
Please see Exhibit A attached hereto	

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
Zeller-Castleton, LLC	401 N. Michigan Ave., Suite 1300, Chicago, Il. 60611	100%

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:

N/A

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").

N/A

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.

N/A

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.

Z-401 New Castleton, LLC
(Print or type name of Disclosing Party)

By: Paul M Zeller
(Sign here)

Paul M. Zeller
(Print or type name of person signing)

President
(Print or type title of person signing)

Signed and sworn to before me on (date) May 17, 2017,
at Cook County, Illinois (state).

Kathleen H Sedlock Notary Public.

Commission expires: 12/03/17.

OFFICIAL SEAL
KATHLEEN H SEDLOCK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/03/17

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.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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 (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to Municipal Code Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

   [ ] Yes [✔] No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

   [ ] Yes [ ] No [✔] Not Applicable

3. If yes to (1) or (2) above, please identify below the name of the person or legal entity identified as a building code scofflaw or problem landlord and the address of the building or buildings to which the pertinent code violations apply.

_____

_____

_____

FILLING OUT THIS APPENDIX B CONSTITUTES ACKNOWLEDGMENT AND AGREEMENT THAT THIS APPENDIX B IS INCORPORATED BY REFERENCE INTO, AND MADE A PART OF, THE ASSOCIATED EDS, AND THAT THE REPRESENTATIONS MADE IN THIS APPENDIX B ARE SUBJECT TO THE CERTIFICATION MADE UNDER PENALTY OF PERJURY ON PAGE 12 OF THE ASSOCIATED EDS.

EXHIBIT A

Z-401 NEW CASTLETON, L.L.C.

Zeller Manager, L.L.C., its manager

Paul M. Zeller	President
Robert M. Six	Chief Operating Officer & Secretary
Janice Sava Goldsmith	Vice President
Ari F. Glass	Vice President
Christopher G. Baker	Vice President
Robert R. Lee	Controller

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:

Zeller-Castleton, LLC

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: Z-401 New Castleton, LLC

   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: 401 North Michigan Ave., Suite 1300
Chicago, Illinois 60611

C. Telephone: 312-640-7600 Fax: Email: jgoldsmith@zellerrealty.com

D. Name of contact person: Janice S. Goldsmith

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):

Construction and maintenance agreement affecting property at 401 N. Michigan Ave., Chicago, IL

G. Which City agency or department is requesting this EDS? Department of Transportation

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:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust

[✓] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

_____

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

Delaware

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
Please see Exhibit A attached hereto	

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
The Zeller Family Group, LLC	401 N. Michigan Ave., Suite 1300, Chicago, Il. 60611	67.75%
James P. Gearen	401 N. Michigan Ave., Suite 1300, Chicago, Il. 60611	32.25%

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:

N/A

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").

N/A

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.

N/A

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.

Zeller-Castleton, LLC
(Print or type name of Disclosing Party)

By: Paul M. Zeller
(Sign here)

Paul M. Zeller
(Print or type name of person signing)

President
(Print or type title of person signing)

Signed and sworn to before me on (date) May 17, 2017,
at Cook County, Illinois (state).

Kathleen H Sedlock Notary Public.

Commission expires: 12/03/17.

OFFICIAL SEAL
KATHLEEN H SEDLOCK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/03/17

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.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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 (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to Municipal Code Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

   [ ] Yes [✔] No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

   [ ] Yes [ ] No [✔] Not Applicable

3. If yes to (1) or (2) above, please identify below the name of the person or legal entity identified as a building code scofflaw or problem landlord and the address of the building or buildings to which the pertinent code violations apply.

_____

_____

_____

FILLING OUT THIS APPENDIX B CONSTITUTES ACKNOWLEDGMENT AND AGREEMENT THAT THIS APPENDIX B IS INCORPORATED BY REFERENCE INTO, AND MADE A PART OF, THE ASSOCIATED EDS, AND THAT THE REPRESENTATIONS MADE IN THIS APPENDIX B ARE SUBJECT TO THE CERTIFICATION MADE UNDER PENALTY OF PERJURY ON PAGE 12 OF THE ASSOCIATED EDS.

EXHIBIT A

ZELLER-CASTLETON, L.L.C.

Zeller Manager, L.L.C., its manager

Paul M. Zeller	President
Robert M. Six	Chief Operating Officer & Secretary
Janice Sava Goldsmith	Vice President
Ari F. Glass	Vice President
Christopher G. Baker	Vice President
Robert R. Lee	Controller

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:

The Zeller Family Group, LLC

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: Zeller-401 Michigan, LLC
   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: 401 North Michigan Ave., Suite 1300
Chicago, Illinois 60611

C. Telephone: 312-640-7600 Fax: _____ Email: jgoldsmith@zellerrealty.com

D. Name of contact person: Janice S. Goldsmith

E. Federal Employer Identification No. (if you have one): [redacted]

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):

Construction and maintenance agreement affecting property at 401 N. Michigan Ave., Chicago, IL

G. Which City agency or department is requesting this EDS? Department of Transportation

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:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust

[✓] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

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

Delaware

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
Paul M. Zeller	President
Eugene J. M. Leone	Secretary

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
Paul M. Zeller Revocable Trust	401 N. Michigan Ave., Suite 1300, Chicago, Il. 60611	%
Zeller Family Dynasty Trust	401 N. Michigan Ave., Suite 1300, Chicago, Il. 60611	%

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:

N/A

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").

N/A

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.

N/A

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.

The Zeller Family Group, LLC
(Print or type name of Disclosing Party)

By: Paul M Zeller
(Sign here)

Paul M. Zeller
(Print or type name of person signing)

President
(Print or type title of person signing)

Signed and sworn to before me on (date) May 17, 2017,
at Cook County, Illinois (state).

Kathleen H Sedlock Notary Public.

Commission expires: 12/03/17.

OFFICIAL SEAL
KATHLEEN H SEDLOCK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/03/17

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.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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 (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to Municipal Code Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

   [ ] Yes [✔] No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

   [ ] Yes [ ] No [✔] Not Applicable

3. If yes to (1) or (2) above, please identify below the name of the person or legal entity identified as a building code scofflaw or problem landlord and the address of the building or buildings to which the pertinent code violations apply.

_____

_____

_____

FILLING OUT THIS APPENDIX B CONSTITUTES ACKNOWLEDGMENT AND AGREEMENT THAT THIS APPENDIX B IS INCORPORATED BY REFERENCE INTO, AND MADE A PART OF, THE ASSOCIATED EDS, AND THAT THE REPRESENTATIONS MADE IN THIS APPENDIX B ARE SUBJECT TO THE CERTIFICATION MADE UNDER PENALTY OF PERJURY ON PAGE 12 OF THE ASSOCIATED EDS.

EXHIBIT A

THE ZELLER FAMILY GROUP, L.L.C.

Paul M. Zeller	President
Eugene J. M. Leone	Secretary

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:

Buntrock Dynasty Trust dated December 27, 2011

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: Zeller-401, LLC
   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: 50 S. LaSalle St., Chicago, IL 60603

C. Telephone: 312-630-6522 Fax: _____ Email: rdp4@ntrs.com

D. Name of contact person: Rima D. Ports

E. Federal Employer Identification No. (if you have one): [redacted]

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):

Construction and maintenance agreement affecting property at 401 N. Michigan Ave., Chicago, IL

G. Which City agency or department is requesting this EDS? Department of Transportation

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:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[✓] Trust

[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] 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
Charley Zeches, Co-Trustee	
Margot Weinstein, Co-Trustee	
Northern Trust Company, Co-Trustee	

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:

N/A

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").

N/A

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.

N/A

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.

Buntrock Dynasty Trust
(Print or type name of Disclosing Party)

By: Charles Zedes
(Sign here)

Charles Zedes
(Print or type name of person signing)

Co trustee
(Print or type title of person signing)

Signed and sworn to before me on (date) 5/18/17,
at Cook County, Illinois (state).

Erika Pietrzak Notary Public.

Commission expires: 4/8/20.

ERIKA PIETRZAK
Official Seal
Notary Public - State of Illinois
My Commission Expires Apr 8, 2020

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.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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 (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to Municipal Code Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

   [ ] Yes [✓] No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

   [ ] Yes [ ] No [✓] Not Applicable

3. If yes to (1) or (2) above, please identify below the name of the person or legal entity identified as a building code scofflaw or problem landlord and the address of the building or buildings to which the pertinent code violations apply.

_____

_____

_____

FILLING OUT THIS APPENDIX B CONSTITUTES ACKNOWLEDGMENT AND AGREEMENT THAT THIS APPENDIX B IS INCORPORATED BY REFERENCE INTO, AND MADE A PART OF, THE ASSOCIATED EDS, AND THAT THE REPRESENTATIONS MADE IN THIS APPENDIX B ARE SUBJECT TO THE CERTIFICATION MADE UNDER PENALTY OF PERJURY ON PAGE 12 OF THE ASSOCIATED EDS.