

Contract (PO) No.: 28645  
Specification No: 119565  
Vendor No.: 56207021

### AMENDMENT NO. 3

This amendment ("Amendment No. 3") is made and entered into effective as of November \_\_\_\_, 2016 by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of Finance ("City"), at Chicago, Illinois and Outfront Media VW Communications LLC (fka Van Wagner Communications, LLC), a New York Limited Liability Company ("Consultant"). The City and Consultant ("Parties") hereby enter into this Amendment No. 3 as follows:

**WHEREAS**, the City and Consultant have entered into an agreement for Consultant to act as a broker for, in part, the sale of advertising on the Ad Panels (the "Services") that are part of the bicycle sharing system (the "Agreement");

**WHEREAS**, the Parties desire to amend the Agreement in order to clarify the process by which the City identifies Ad Panels eligible for advertising sales, revise the minimum monthly payment amount and process for computing, and revise the Ad Standards;

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### TERMS AND CONDITIONS

1. **Incorporation of Recitals.** The matters recited above are incorporated into and made part of this Agreement.
2. **Section 7.3 is hereby deleted and replaced with the following:**

#### **7.3 Inspector General**

*It is the duty of any bidder, proposer or Consultant, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Consultant, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing, if applicable, undertaken pursuant to MCC Ch. 2-56. Consultant understands and will abide by all provisions of MCC Ch. 2-56.*

*All subcontracts must inform Subcontractors of this provision and require understanding and compliance with them.*

**3. Section 7.7(c) (as amended by Amendment 2) is hereby amended as follows:**

Reference to "July 1, 2015" is amended to read "July 1, 2016" and reference to "\$12.13" is amended to read "\$12.15."

**4. Exhibit 1, Section III of the Agreement is hereby amended by deleting the last sentence of the first paragraph and adding the following:**

*Notwithstanding any language in the Agreement to the contrary, "Eligible System Assets" means the number of Stations on which Consultant may sell advertising, and the City will specify at the beginning of each calendar quarter the number and location of which Ad Panels constitute the set of Eligible System Assets for such calendar quarter.*

**5. Exhibit 2, Section II. A. of the Agreement is hereby amended by deleting the definition of "Guaranteed Payment" and replacing it with the following:**

*"Guaranteed Payment" means a monthly fee of \$125 per station on the Eligible System Assets list as issued by the City at the beginning of each calendar quarter. The Guaranteed Payment shall be paid in monthly installments.*

**6. Exhibit 6 of the Agreement is hereby amended by deleting the text of item No. 8 on page 52 and replacing it with the following:**

*"promotes or depicts alcoholic beverages or the use of alcoholic beverages if such advertisement or promotional material is within a 500-foot radius of a school up through the level of high school, a house of worship or a playground (other than a playground located adjacent to a linear park that is more than one mile in length and is located within the public way);"*

All capitalized terms not defined in this Amendment No. 3 shall have the meaning ascribed to such terms in the Agreement, as previously amended. All other terms of the Agreement, as previously amended, remain in full force and effect except as modified in this Amendment No. 3.

**Signature Page Follows**


AMENDMENT SIGNATURE PAGE

OUTFRONT MEDIA VW COMMUNICATIONS LLC

By:   
Its: Executive Vice President Strategic Planning & Development  
Attest:

State of New York  
County of New York

This instrument was acknowledged before me on this 8th day of November, 2016 by Andrew R. Sriubas personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument the individual, executed the instrument.

  
\_\_\_\_\_(Seal)  
Notary Public Signature  
Commission Expires: \_\_\_\_\_

ERIC DAVIS  
Notary Public, State of New York  
No. 02DA6083590  
Qualified in Kings County  
Commission Expires November 18, 20 15

CITY OF CHICAGO  
  
\_\_\_\_\_  
Chief Financial Officer  
Department of Finance  
Date

