

SECOND AMENDMENT
to
COORDINATED STREET FURNITURE PROGRAM AGREEMENT
Between
THE CITY OF CHICAGO
And
JCDECAUX CHICAGO, LLC

This Amendment No. 2 (together with the attached Exhibits, the "Amendment") to the Coordinated Street Furniture Program Agreement dated June 28, 2002, as amended by Amendment No. 1 dated Dec. 14, 2015 (the "Agreement"), between the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois ("City of Chicago" or "City"), and JCDecaux Chicago, LLC ("Contractor"), is made and entered into effective as of Nov. 9, 2017.

Recitals

Whereas, on June 28, 2002, the City entered into the Agreement with the Contractor with respect to the design, fabrication, installation, maintenance, operation, removal and dismantlement of various pieces of street furniture, at no cost to the City, in exchange for the City allowing the Contractor to place advertising on certain types and pieces of street furniture in accordance with an ordinance relating to street furniture, which was passed by the City Council of the City of Chicago on June 9, 1999 (Journal of Council Proceedings of the City Council of the City of Chicago; C.J.P., pp 5442-53; June 9, 1999);

Whereas, pursuant to Section 4.7(h) of the Agreement, throughout the term of the Agreement, as extended, the Contractor may propose and implement new technology in connection with the Street Furniture and advertising displays;

Whereas, the Contractor, pursuant to Exhibit 1D, Section IA4. must maintain all street furniture in "first-class, like-new condition throughout the life of the contract" and "[a]ny and all replacement of parts or features . . . will be accomplished using the most modern standard features and technologies available at the time of replacement.";

Whereas, pursuant to Section 4.7(h) of the Agreement pertaining to new technologies for Street Furniture or advertising displays, the Contractor has proposed to the City the upgrade of certain advertising displays to digital screens for certain City Information Panels and bus rapid transit shelters;

Whereas, the upgrade to new technology will enable the City to have a platform which permits the communication of dynamic public information, including city information and push-button map functionality, and a network to provide emergency messaging to individuals on the streets of the City of Chicago;

Whereas, the parties wish to memorialize their understanding as to the specifications and requirements of the digital upgrade, the communication of City Messages and emergency messaging as well as the implementation of a push-button static location map on one side of each City Information Panel upgraded to digital display;

Whereas, in addition, the City and Contractor wish to memorialize certain other ancillary matters relating to the removal and replacement of certain Newsstands with City Information Panels, the relocation of certain Bus Shelters, and the permitted number of relocations of items of Street Furniture, at no cost to the City, during the year;

Whereas, Section 13.5 of the Agreement provides that amendments must be signed by the Commissioner of CPD, which the parties acknowledge is a typographical error intended to read Commissioner of DPD, as City Council in the June 9 Ordinance initially authorized the Chief Procurement Officer, in cooperation with the Commissioner of DPD, to award a contract for installation and maintenance of street furniture on the public way, and the Municipal Code of Chicago has subsequently been revised to change DPD to CDOT with respect to the street furniture program (Journal of Council Proceedings of the City Council of the City of Chicago; C.J.P., p 64942; December 7, 2005);

Now, therefore, the parties mutually agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated into this Amendment.
2. Upgrade to Digital Advertisement Displays.
 - a. The updating of the technology of advertising displays on certain pieces of the Street Furniture (as listed on Attachment A "Locations of Digital Displays") to convert to digital advertising displays and including push-button map functionality is subject to the terms set forth in Exhibit 1 "Digital Advertising Displays", which includes the functional requirements, including among other terms, a minimum dwell time for content and requirements as to brightness for such digital advertising displays. In no event may the digital advertisement displays, including the push-button map functionality, include any functionality (such as sound emission, data gathering technology or cameras) other than the display of visual digital advertisements. The technical specifications included in Exhibit 1 to this Amendment are deemed incorporated into Exhibit 1A of the Agreement.
 - b. Permits/Compliance with Law. Street furniture upgraded to include digital displays, including the push-button map functionality, as well as Contractor's process in upgrading them, shall be consistent with the terms of the Agreement, as well as federal, state, and local law and regulations, including requirements for accessibility for the disabled (including, but not limited to, the accessibility laws set forth in Section 4.1 of the Agreement), and, where applicable, Federal Highway Administration. Contractor shall obtain all permits as required by law. The terms contained in this Amendment (including the exhibits) are subject to the provisions of

applicable law and regulations, and, furthermore, shall not be construed as limiting or diminishing Contractor's obligation to adhere to all City laws, standards, and regulations that may apply relating to the subject matter of this Amendment, including those relating to street furniture and digital display of advertisements.

- c. **Upgraded Street Furniture: Treatment under the Agreement.** For the sake of clarification, Street Furniture under the Agreement with Ad Panels that have been upgraded with digital displays shall be included within the definition of Street Furniture under the Agreement, and, therefore, will be subject to all of the terms of the Agreement, and will be treated no differently from an item of Street Furniture that includes an Ad Panel that has not been upgraded to a digital advertising display. The parties agree that the terms of the Agreement are intended to be interpreted consistently with the upgrade to digital advertising displays as described in this Amendment.
3. **Relocation of Street Furniture.** Contractor agrees that the number of relocations of pieces of Street Furniture initiated by the City during a calendar year, at no cost to the City, shall be that number of relocations described in Section 4.9(a)(i) of the Agreement, plus an additional 10 moves.
4. **Additional City Messaging Right.** At no cost to the City, the Contractor shall select, at a one-to-one ratio, one fixed Ad Panel in a Bus Shelter for every CIP fixed display panel that is upgraded with a digital display for the exclusive display of fixed poster City Messages by the City. Such new locations for such City Messages shall be distributed reasonably evenly throughout the City.
5. **Newsstands and Bus Shelters.** Contractor agrees to remove certain newsstands as specified on Exhibit 2 "Newsstand Removal and Replacement" at the Contractor's sole cost and expense. The Contractor may replace such newsstands with City Information Panels, as specified in this Amendment, during the term of the Agreement. Contractor further agrees to implement the removal and relocation of certain bus shelters, pursuant to the terms set forth in Exhibit 2. Such removals, replacements, and relocations shall not be subject to the terms of Section 4.9 of the Agreement. For the avoidance of doubt, any removals or relocations of Street Furniture described in this Amendment shall not entitle Contractor to any fee abatements, and shall not be counted as a City-initiated removal or relocation for purposes of Section 4.9(a)(i), and the requirements in Article 3 of the Agreement will continue to apply to replacement processes.
6. **City Standard Terms.** The parties agree that the terms set forth in Exhibit 3 "City Provisions" are incorporated in the Agreement.
7. The parties agree that Section 2.1 of the Agreement is hereby amended as follows:

The definition of "City Message" is amended to include the following sentence at the end of the text:

"A City Message may be in the form of paper or digital content."

The definition of "ADAAG" is amended as follows:

" 'ADAAG' has the meaning given such term in Section 4.1(c)."

8. The parties agree that Section 4.7(b)(ii) of the Agreement is hereby amended to include the following sentence at the end of the text:

"Notwithstanding the foregoing, the Contractor may sell and place advertising on two sides of each digital CIP and each side of such CIP shall include City Messages in accordance with the terms of Amendment 2. "

9. For the avoidance of doubt, nothing in this Amendment grants the Contractor an exclusive right within the City of Chicago to display Digital Content or to provide any of the additional functionality addressed in this Amendment, including, but not limited to, the display of motion on digital signs or the implementation of push-button static maps.

Except as otherwise defined in this Amendment, capitalized terms used in this Amendment shall have the meaning given them in the Agreement. Unless modified by the terms of this Amendment, the terms of the Agreement remain in force and effect. The text and provisions in these Sections 1 through 9 of the Amendment supersede the exhibits in the event of conflict or inconsistencies between such text and the exhibits.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the Amendment date referred to above.


SIGNED at Chicago, Illinois

CITY OF CHICAGO

By: 
Title: Rebekah Scheinfeld
Commissioner, CDOT

By: 
Title: Jamie Rhee
Chief Procurement officer

Subscribed and sworn before me by each of Bernard Parisot and Sandra Boisseau on this 1st day of November 2017 in the County of New York, State of New York,


Notary Public
My commission expires: 7/14/18



JCDECAUX CHICAGO, LLC

By: 
Bernard Parisot
President & Co-CEO

By: 
Sandra Boisseau
Chief Financial Officer

EXHIBIT 1

Digital Advertising Displays

Digital Content

The specifications contained in this Exhibit are subject to applicable requirements of the City regarding street furniture and digital advertising and City procedures that may be applicable for the various activities contemplated in this Amendment, including permitting requirements, as modified by the City from time to time.

Digital content may be displayed on certain street furniture, subject to the terms of this Amendment. The categories of Digital Content displayed on Ad Panels upgrade to digital shall be one of the following digital categories:

- i. Static content with no motion, that is displayed digitally and changes from slot to slot ("Static Digital Content"); and
- ii. Content that appears in some portion to be animated, moving continuously or visually fluid to the human eye ("Animated Content").

Together the categories of Static Digital Content and Animated Content, will be referred to as "Digital Content".

Restrictions on the Contractor

The Contractor is permitted to upgrade Ad Panels to digital advertising displays and display Digital Content on such Ad Panels in the number and locations as set forth in Attachment A "Locations of Digital Advertisement Displays", subject to all restrictions set forth in this Amendment. In addition, Contractor may display Animated Content on Ad Panels upgraded to digital advertising displays subject to the approval and rollout process set forth below. In all cases, all upgrades of Ad Panels to digital advertising displays, including display of Digital Content, shall be subject to Contractor's conformance with the requirements and restrictions set forth in this Amendment, including but not limited to Exhibit 1A to this Amendment, and the schedule of phased-in displays as set forth directly below. At no time may the Digital Content include sound-effects, strobe-like effects, jump cuts, flashes or spin effects and Animated Content shall have a frame speed which is at least 24 frames per second.

The Contractor shall limit the display of Animated Content on Ad Panels upgraded to digital display pursuant to this Amendment to no more than fifty percent of the display time of such Ad Panels for the first phase ("Phase I"), which shall be no longer than six months from the date the first digital upgrade of an Ad Panel is completed. For six months after the end of Phase I ("Phase II"), no more than seventy percent of the display time of Ad Panels upgraded to digital content may display Animated Content. After Phase II, the Contractor may display Animated Content on its digitized Ad Panels subject to the terms of the Agreement and this Amendment and applicable laws. Notwithstanding the limitations specified for Phase I, Phase II and after Phase II, the City and the Contractor shall monitor the impact (if any) of the display of Animated Content and, in the event there is material increase in distracted driving directly connected to the display of Animated Content, the City and the Contractor shall determine

whether any additional conditions shall be required to assure the public health, safety and welfare in Chicago. At any time, the City has the authority, with five days' written notice to the Contractor (except in the case of an emergency, as determined by the City in its sole discretion, in which case no advance notice shall be required), to require the conversion of the display of Animated Content to the display of Static Digital Content with respect to any portion of display time on Ad Panels or with respect to any Ad Panel in its entirety when the City determines in its sole discretion such conversion is reasonably necessary for public health, safety and welfare of Chicago and shall provide in such notice, such details as to allow the Contractor to identify exactly which display or displays shall be limited to the Static Digital Content and under what conditions. Such conversions from Animated Content to Static Digital Content shall not entitle the Contractor to any fee abatement or other compensation from the City.

The minimum duration of an advertisement displayed on digital CIPs and digital bus shelters shall be 7.5 seconds and the maximum duration shall be 15 seconds, and may be modified if Digital Content standards or legal requirements change during the term of the Agreement. In addition to the City's rights to display City Messages on advertising panels as set forth in the Agreement, the Contractor must accept and display City Messages free of charge on CIPs and bus rapid transit shelters upgraded to digital advertising displays, to be displayed for 15 consecutive seconds out of every 120 seconds on each digital panel installed in CIPs and bus rapid transit shelters pursuant to this Amendment.

Furthermore, the City shall have the right to display City Emergency Messages on some or all of the Ad Panels upgraded to digital (as determined by the City) in the event that the City declares an emergency. "City Emergency Messages" means emergency notification from the City (such as, for example, AlertChicago messages being sent simultaneously by OEMC) or, at the City's direction, from another governmental authority (such as, for example, the Department of Homeland Security, Federal Bureau of Investigation, and Amber Alert notices), severe weather warnings and similar messages of an urgent nature affecting the public's immediate health and safety. The Contractor will provide, at its sole expense, a suitable 24 hour per day, 7 day per week connection mechanism to the City of Chicago's Office of Emergency Communications 911 system. The City must at all times have access to the network supporting digital Ad Panels, and to the Contractor's chartist, scheduler or information manager, so as to be able to have City Emergency Messages on any or all digital Ad Panels displayed within ten (10) minutes of the City's initial contacting of such person. The City shall have the absolute right to override advertising in the event of a need to transmit City Emergency Messages, as determined by the City in its sole discretion.

In addition to the City's right to increase its placement of City Messages and to display emergency messaging on every Ad Panel upgraded to digital, the Contractor shall install push-button functionality on every CIP upgraded to digital such that pedestrians may use such functionality to view a static map 24/7. Such push-button functionality shall apply in addition to the inclusion of City Messages in the rotation of digital content and shall simply allow for the display of a static map without advertising, whether by way or prompts, suggestions, or otherwise, which will display for 30 seconds, interrupting the display of advertising content, and shall remain subject to all other restrictions in this Amendment.

The Contractor shall maintain the Ad Panels upgraded to digital advertising displays in accordance with applicable standards set forth in the Agreement, and in accordance with the standards and requirements set forth in Attachment B "Maintenance Standards". In the event of a conflict between applicable standards contained in the Agreement and those set out in Attachment B hereto, the most stringent standards shall apply.

Any implementation schedule shall be subject to applicable Law and obligations of the Contractor to obtain any applicable permits.

Technical Specifications Digital Advertising Displays

See following pages attached as Attachment C "Technical Specification" for technical specifications for digital advertising displays on bus rapid transit shelters and City Information Panels.

Electricity: For all Street Furniture upgraded to digital display pursuant to this Amendment, Contractor shall continue to comply with Section 4.5(a) and shall provide and install in each piece of upgraded Street Furniture all necessary wiring, infrastructure and connections to power sources in order to provide continuous and uninterrupted electricity to each such piece of Street Furniture . Contractor must perform all electrical work in accordance with the requirements of Section 4.5(b) of the Agreement, and must obtain all necessary permits.

EXHIBIT 1A

Digital Display Standards

Upgrade of Ad Panels to digital advertising displays, including display of Digital Content, shall be subject to Contractor's conformance with the following requirements and restrictions:

A. Luminance. Ad Panels upgraded to digital displays shall not be greater than:

- (1) 7,000 nits between 5 a.m. and sunset; and
- (2) 500 nits between sunset and 5 a.m.

The test of the luminance levels required by this section shall be made when the Ad Panel is set to full white. The City may, from time to time, request that the Contractor test the luminosity of any Ad Panel upgraded to digital displays to confirm that such luminosity complies with the levels specified above.

B. Automatic Dimmers. All digital screens installed pursuant to this Amendment shall be equipped with an automatic dimmer control or other mechanism that automatically controls the digital screen's luminance in accordance with the levels specified in this Amendment. In instances where the digital screen malfunctions, it shall either automatically shut off or turn to a black screen.

C. Push-Button Maps. One side of each digital CIP shall also include a push-button location functionality to enable pedestrians to interrupt display of advertisements in order to view a map.

ATTACHMENT A

LOCATIONS OF DIGITAL ADVERTISING DISPLAYS

City Information Panels

Furniture ID	ADDRESS	Cross Streets
CHI8001MU	4 E. BELLEVUE PLACE	BELLEVUE BETW STATE/RUSH
CHI8003MU	54 E. OAK	OAK BETW RUSH/MICHIGAN
CHI8008MU	869 N. MICHIGAN	MICHIGAN BETW CHESTNUT/DELAWARE
CHI8010MU	700 N MICHIGAN	MICHIGAN & HURON
CHI8011MU	642 N MICHIGAN	MICHIGAN & ONTARIO/ERIE
CHI8012MU	645 N MICHIGAN	MICHIGAN & ONTARIO/ERIE
CHI8014MU	541 N MICHIGAN	MICHIGAN & GRAND/OHIO
CHI8015MU	501 N MICHIGAN	MICHIGAN & ILLINOIS
CHI8016MU	444 N MICHIGAN	MICHIGAN & ILLINOIS
CHI8030MU	121 N STATE	STATE & WASHINGTON/RANDOLPH
CHI8031MU	26 E WASHINGTON	WASHINGTON & STATE
CHI8032MU	24 N STATE	STATE & WASHINGTON
CHI8037MU	11 E ADAMS	ADAMS & SATE
CHI8044MU	26 W RANDOLPH	RANDOLPH & STATE
CHI8045MU	13 W WASHINGTON	WASHINGTON & STATE
CHI8046MU	24 W MADISON	MADISON & STATE
CHI8047MU	35 W MONROE	MONROE & DEARBORN
CHI8050MU	58 W RANDOLPH	RANDOLPH & CLARK
CHI8053MU	2 S DEARBORN	DEARBORN & MADISON
CHI8054MU	59 W ADAMS	ADAMS & DEARBORN
CHI8057MU	171 N CLARK	CLARK & LAKE/RANDOLPH
CHI8059MU	31 N CLARK	CLARK & WASHINGTON
CHI8062MU	101 W MONROE	MONROE & CLARK
CHI8063MU	140 S CLARK	CLARK & ADAMS
CHI8065MU	125 W JACKSON	JACKSON & LASALLE/CLARK
CHI8071MU	164 N LASALLE	LASALLE & LAKE/RANDOLPH
CHI8072MU	122 W RANDOLPH	RANDOLPH & LASALLE
CHI8075MU	28 N LASALLE	LASALLE & CALHOUN
CHI8078MU	190 S LASALLE	LASALLE & MARBLE
CHI8080MU	177 W MADISON	MADISON & LASALLE
CHI8088MU	225 W WASHINGTON	WASHINGTON &
CHI8204MU	78 W JACKSON	JACKSON & CLARK
CHI8205MU	305 S STATE	STATE & JACKSON
CHI8206MU	304 S STATE	STATE & JACKSON
CHI8207MU	413 S STATE	STATE & CONGRESS
CHI8208MU	330 W MADISON	MADISON & WACKER
CHI8218MU	139 S MICHIGAN	MICHIGAN & RANDOLPH

CHI8219MU	155 N MICHIGAN	MICHIGAN & LAKE
CHI8220MU	10 E WACKER	WACKER & STATE
CHI8226MU	401 N MICHIGAN	MICHIGAN/TRIBUNE TOWER WGN
CHI8229MU	856 N MICHIGAN	MICHIGAN & CHESTNUT
CHI8232MU	72 W MONROE	MONROE & CLARK/DEARBORN
CHI8233MU	30 W MONROE	MONROE & DEARBORN
CHI8239MU	78 E WASHINGTON	WASHINGTON & MICHIGAN
CHI8240MU	69 W MADISON	MADISON & DEARBORN/CLARK
CHI8243MU	130 W WASHINGTON	WASHINGTON & LASALLE
CHI8244MU	171 W RANDOLPH	RANDOLPH & LASALLE
CHI8245MU	172 W RANDOLPH	RANDOLPH & LASALLE
CHI8246MU	310 W RANDOLPH	RANDOLPH & FRANKLIN/WACKER
CHI8248MU	208 S CLARK	CLARK & ADAMS
CHI8249MU	101 N LASALLE	LASALLE & WASHINGTON
CHI8256MU	33 N DEARBORN	DEARBORN & WASHINGTON
CHI8259MU	72 E RANDOLPH	RANDOLPH & WABASH
CHI8260MU	6 E RANDOLPH	RANDOLPH & STATE
CHI8261MU	2 N CANAL	CANAL & MADISON
CHI8262MU	72 W ADAMS ST	ADAMS & CLARK
CHI8266MU	750 N MICHIGAN	MICHIGAN & CHICAGO AVE
CHI8267MU	50 E ADAMS ST	ADAMS & WABASH
CHI8270MU	6 E MONROE	MONROE & STATE ST

Bus Rapid Transport Locations*

Furniture ID	Address	Cross Streets
CHI8273MU	52 E MADISON	MADISON & WABASH (PLATFORM 1)
CHI8274MU	44 W MADISON	MADISON & DEARBORN (PLATFORM 2)
CHI8275MU	180 W MADISON	MADISON & LASALLE (PLATFORM 3)
CHI8276MU	314 W MADISON	MADISON & FRANKLIN(PLATFORM 4)
CHI8277MU	305 W WASHINGTON	WASHINGTON & FRANKLIN(PLATFORM.5)
CHI8278MU	161 W WASHINGTON	WASHINGTON & LASALLE (PLATFORM.6)
CHI8279MU	71 W WASHINGTON	WASHINGTON & CLARK (PLATFORM. 7)
CHI8280MU	8 E WASHINGTON	WASHINGTON & STATE (PLATFORM. 8)

*Contractor may upgrade to digital up to four (4) of the advertising panels in each bus rapid transit shelter platform specified above which digital panels shall be available to Contractor for the sale of advertising.

ATTACHMENT B
MAINTENANCE STANDARDS

1/- Digital Monitoring and Maintenance Standards

Digital and Network Monitoring:

JCDecaux's in-house digital team is responsible for the support needed to operate the digital network. JCDecaux maintains a system which provides digital monitoring and support 24/7. JCDecaux's Digital Team is comprised of two divisions:

JCDecaux North America digital support located in Los Angeles and New York, and
JCDecaux Global Digital support in France.

In Los Angeles, New York and France, our Network Operating Centers (or "NOCs") monitor all digital sites, which include all displays and each individual pieces of hardware (players, modems, routers, and power management) 24 hours a day. JCDecaux's digital team constantly checks connectivity and remotely troubleshoots any issues.

Content Management:

To schedule and deploy content, JCDecaux utilizes content management software (or "CMS") sourced through its partner, *Broadsign*. From the New York NOC, JCDecaux uploads and schedules digital content through a web portal based upon confirmed bookings. In accordance with our Quality Assurance plan, the digital team ensures that content is properly displayed on each screen. Full testing of all new content files is conducted prior to scheduling creative for deployment to confirm compatibility with the digital hardware. JCDecaux monitors and verifies delivery of all scheduled content to the players and onto the screens and also provides proof of play audits, including system uptime and content playback.

Digital Maintenance:

The JCDecaux Operations department, which includes the Digital Operations and Network Operations teams, has a tiered service response protocol that explicitly details the various service levels, with associated modes of failure. JCDecaux uses remote monitoring tools and a fully connected network of digital displays systems to ensure that it is aware of the functional status of our entire digital inventory. Monitoring systems allow for an active notification to the NOC upon incident of malfunction. During the workweek (Monday through Friday) all incidents are identified within one (1) hour of occurrence between the hours of 6 a.m. and 12 a.m and three (3) hours of occurrence between the hours of 12 a.m. and 6 a.m. On weekends (Saturday and Sunday), all incidents are identified within four (4) hours of

occurrence between the hours of 8 a.m. and 10 p.m., and eight (8) hours of occurrence between the hours of 10 p.m. and 8 a.m. (All times are noted in Central standard or Central daylight time).

The NOC is able to receive call-in notifications of malfunction digital displays by internal and external parties. Upon receipt of a third party notification or an alert from our network monitoring tools, the incident is classified as one of three priority levels ranging between 'urgent', 'high' and 'low'. Any mode of failure that compromises the video display on a digital system is classified as either an 'urgent' or 'high' priority. Both of these incident priority levels will trigger a remote remediation attempt within two (2) hours of an incident identification and evaluation to determine if the solution needs to be elevated to 'Level 3' remote support or if onsite remediation is required. If onsite remediation is necessary, the process of planning and implementation begins immediately after such identification.

The incident priority level "low" will trigger a remote remediation attempt within 24 hours of an incident identification.

In terms of the digital hardware inventory, these service times would be subject to the availability and access to the affected displays, and spare parts availability. In an effort to minimize downtime of screen outage, JCDecaux will keep an inventory of spare part components in the Chicago warehouse located on the South side.

Digital hardware management:

Utilizing an open source configuration manager known as *Spacewalk*, JCDecaux manages player configuration, addresses security patches and conducts upgrades, including firmware upgrades. The JCDecaux monitoring capability which, as discussed above is conducted in a redundant manner 24/7, is centralized through a web portal known as 'Control Panel'. Control Panel aggregates and presents system information to the central NOC and JCDecaux technical teams on a continuous basis, communicating through key indicator data and screen shots, to confirm status of usability and to proactively notify JCDecaux if there is a malfunction in the system or its components.

The system has specific key indicators that highlight the status of functionality and can inform/alert JCDecaux about the health of its displays. Such indicators, which are standardized throughout models of displays, include brightness and temperature, bandwidth consumption, illegitimate or failed connection attempts, player and CPU status, disk and memory load, proxy and security issues and details about the software running on the hardware. JCDecaux collect screenshots of the video signal sent by the player to the screen and uses webcam feeds, when it is feasible and appropriate, given the nature of a display, its location or its intended functionality. JCDecaux monitoring data also includes constant information from *Broadsign* logs originating with the players so it can have a broad view into the 'internal life' of the player.

JCDecaux, utilizing machine learning strategies, is able to analyze all of the indicator and information collected and organized to detect patterns and trends. JCDecaux applies these analytics in a predictive fashion to improve its preventative maintenance as well as its capital planning to best install the types of components where and when they are most productive.

2/- Maintenance Standards Applicable to All Street Furniture

JCDecaux is known for its “best in class” maintenance operations. Weekly maintenance is undertaken by assigned technicians. Each technician has ownership over his/her regular route and assigned locations/units, closely monitored and coordinated by a Regional Operations Manager.

Maintenance crews are deployed all over the City allowing JCDecaux to respond quickly to any issues that may arise to assist the regular route technician and attend to any urgent maintenance or hazardous situations, day or night. Each route technician follows a specific check-list to confirm that he/she addresses all issues for each unit and logs reports regarding the status of inspections and list any items that such technician attended to or requires follow-up of (whether they will follow-up or a specialist technician will be required to do).

“Mobops”, a proprietary cloud-based mobile application developed by JCDecaux, tracks maintenance, inspection and posting activity for each advertising fixture. Through the use of NFC tags installed on each fixture, or GPS geo-localization, “Mobops” tracks all cleaning/maintenance/repair/inspection tasks undertaken at each fixture in real-time. Through the application dashboard, the Operations Management team can review a history of maintenance on each fixture as well as report an issue directly to maintenance staff in the field. “Mobops” is linked to JCDecaux’s Proof-Of-Play/Performance application and thus photos from “Mobops” are available instantly to be sent to advertising clients (and to the City for Municipal content/campaign).

All Street Furniture units are maintained in first-class, like-new condition throughout the life of the contract, including refurbishing, reconditioning, and if necessary replacing worn Street Furniture. Any and all replacements of parts or features are accomplished using the most modern standard features and technologies available at the time of replacement.

Regularly scheduled inspections are conducted for structural integrity (footing, seams, welds, loose bolts, bent/broken frame, leaning structure), light bulbs or LED outage, etched/broken glass or Lexan.

Accurate records and database are made accessible to the City for online review in real-time through a web-based portal “Illico” (tied to the “Mobops” data and logs) where all Street Furniture can be mapped at any time and providing all information in connection with installation, maintenance, repair and response times, with all maintenance/repair logs (description of the repair work, inspection, reports of damages, with response time and corrective action taken).

Cleaning schedule:

On two non-consecutive days, at least two days apart, all glass/Lexan, roofs, framework of structure are thoroughly cleaned; graffiti (paint, markers), stickers and unauthorized posters are removed; and the sidewalk surface immediately adjacent (within 5 feet) to the structure is maintained in a safe, clean, attractive and sanitary condition and in good order and repair.

Cleaning products, methods and procedures that have been environmentally-friendly certified, following the standards of our ISO14001 certification, are exclusively used and implemented.

Graffiti removal is performed within 24 hours of notification.

Regular maintenance:

Routine maintenance inspection on the exterior of each Street Furniture unit is conducted during the twice-weekly cleaning. Superficial and structural issues found during the regular weekly maintenance visits to the specific fixture are taken care of during the visit. The technician will report any issues beyond basic maintenance that need further attention and those will be attended to as quickly as possible, by deploying a specialist maintenance crew through a work order system part of the “Mobops” application.

Scratching or etching

Any glass panel will be replaced if etching/scratching affects more than 20% of the panel or if the etching/scratching is socially unacceptable (obscenities, gang symbols, text or symbols promoting hatred, etc).

Repair and replacement:

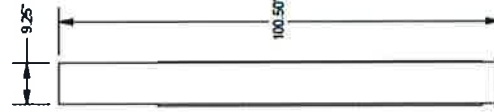
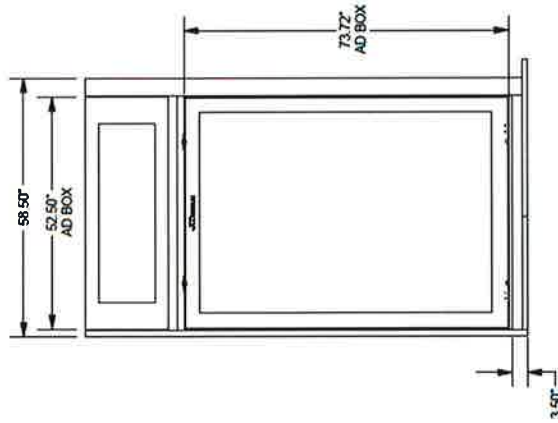
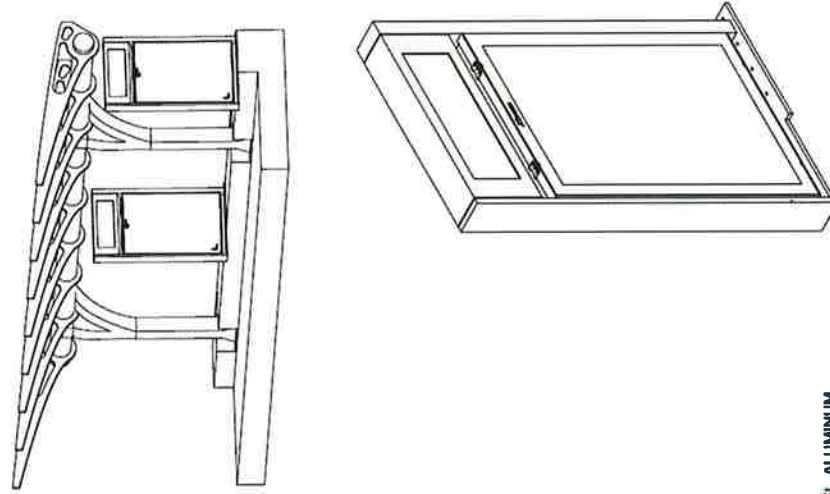
Necessary repairs on-site commence within 48 hours of the time that any damage or vandalism is reported or found; any damaged piece of the Street Furniture that cannot be repaired on-site, is removed and replaced within one week of notification. If the Street Furniture damage or vandalism is of an emergency or hazardous nature (for example, broken glass), the site is safely secured within four hours of notification, and the final repair and cleaning is performed within 24 hours. If the Street Furniture is totally destroyed because of an accident, the remaining portion of the Structure is removed within 24 hours and replaced within 120 days or as soon as reasonably possible.

Electrical inspection:

Periodic testing of the electrical systems (GFCI, etc.) and grounding is performed annually while illumination checks are undertaken monthly.

ATTACHMENT C

TECHNICAL SPECIFICATIONS



APPROXIMATE MAX. WEIGHT - 650 LBS

MATERIALS - UNIT CONSTRUCTED OF CARBON STEEL, ALUMINUM AND STAINLESS STEEL (PIPE, PLATE AND SHEET METAL)

ELECTRICAL - 120 VAC 8.75 AMP DRAW (TYPICAL)
120 VAC 11.7 AMP DRAW (MAX EOL)
(1) 20 AMP CIRCUIT

FINISH - ARCHITECTURAL GRADE POWDER COAT WHERE APPLICABLE AND STAINLESS STEEL ACCENTS.

DIMENSIONS ARE FOR REFERENCE ONLY - CONSULT JCD ENGINEERING DEPT. FOR ACTUAL DIMENSIONS






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REV. 05/25/2017

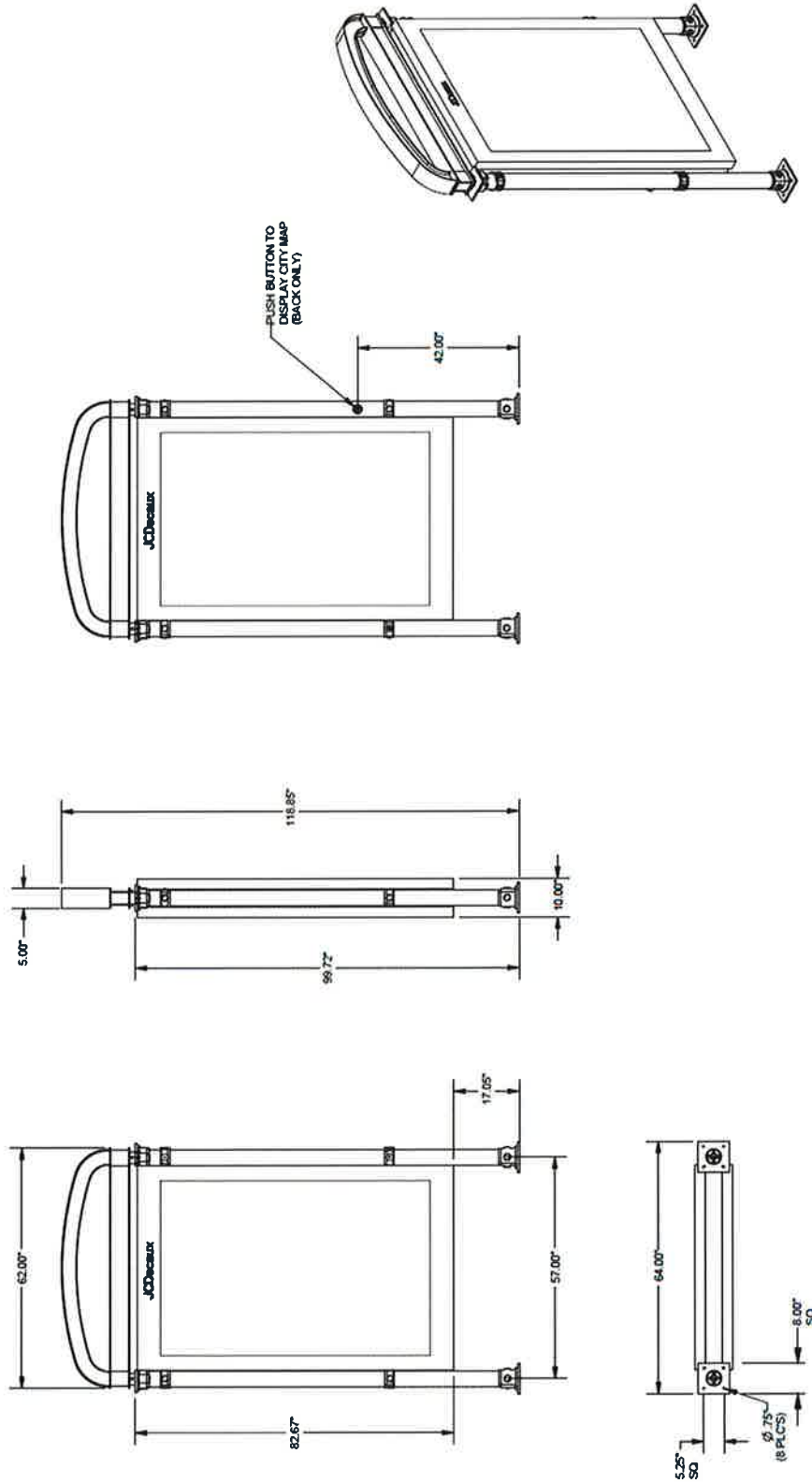
BUS RAPID TRANSIT (BRT) 75" DIGITAL
DESIGN - STERN

JCDecaux Digital

	Resolution	3840x2160	Designed for Outdoor Durability - Industrial LCD capable of running a constant 24h/day - IP56 Rated Enclosure to prevent dust and forced water ingress - Best available LCD technology on the market. - Industrial grade digital system and player PCs. - Designed for mechanical resistance and high rigidity.
	Brightness	2500Cd/m ²	
	Angle of Visibility Horiz.	178°	
	Angle of Visibility Vert.	178°	
	Contrast ratio	5000:1	
	Display color	77% of NTSC color gamut	
	Backlight technology	Back-Lit LED	Vandalism / Security - Screws and fixing gears are invisible. - Furniture built with unalterable materials. - 2 Key Locking System - Encrypted transmission between JCDecaux Network Operations Center and the digital displays. - High quality materials and coating.
	Number of colors	1,064 Billion	
	Operating Temperature Range	-40°C/50°C	
	Humidity	10%-90%	
	Screen aspect ratio	16/9	Performance - Includes MRI technologies; BrightVu, LifeVu, AmpVu, SureVu, LifeVu, SideVu, EcoVu & Device Monitoring and Control. - Designed to optimize manufacturing and operational costs. - Excellent brightness and contrast - Clear laminated glass for optimal light transmission
	Visible Area Dimensions	36.5" (W) x 64.9" (H)	
	Visible Area	16.8 sqft (Per display face)	
	Weight	650 lbs	
	Power Consumption	1050 W (TYPICAL)	
	Heat Production	2900 BTU/HR	

DIMENSIONS ARE FOR REFERENCE ONLY - CONSULT JCD ENGINEERING DEPT. FOR ACTUAL DIMENSIONS








APPROXIMATE MAX. WEIGHT - 1250 LBS
 STRUCTURE - 200 LBS; SCREEN - 1050 LBS
 ELECTRICAL - 220 VAC 8.9 AMP DRAW (TYPICAL)
 220 VAC 12.8 AMP DRAW (MAX. EOL)
 (1) 20 AMP CIRCUIT

MATERIALS - UNIT CONSTRUCTED OF CARBON STEEL, ALUMINUM
 AND STAINLESS STEEL (PIPE, PLATE AND SHEET METAL)
 FINISH - ARCHITECTURAL GRADE POWDER COAT WHERE APPLICABLE
 AND STAINLESS STEEL ACCENTS.

DIMENSIONS ARE FOR REFERENCE ONLY - CONSULT JCD ENGINEERING DEPT. FOR ACTUAL DIMENSIONS

JCDecaux Digital

	Resolution	3840x2160	Designed for Outdoor Durability - Industrial LCD capable of running a constant 24h/day - IP56 Rated Enclosure to prevent dust and forced water ingress - Best available LCD technology on the market. - Industrial grade digital system and player PCs. - Designed for mechanical resistance and high rigidity.
	Brightness	2500Cd/m ²	
	Angle of Visibility Horiz.	178°	
	Angle of Visibility Vert.	178°	
	Contrast ratio	5000:1	
	Display color	77% of NTSC color gamut	
	Backlight technology	Back-Lit LED	
	Number of colors	1,064 Billion	Vandalism / Security - Screws and mechanical fasteners have no external access - Furniture built with unalterable materials. - 2 Key Locking System - Encrypted transmission between JCDecaux Network Operations Center and the digital displays. - High quality materials and coating.
	Operating Temperature Range	-40°C/50°C	
	Humidity	10%-90%	
	Screen aspect ratio	16/9	Performance - Includes MRI technologies; BrightVu, LifeVu, AmpVu, SureVu, LifeVu, SideVu, EcoVu & Device Monitoring and Control. - Designed to optimize manufacturing and operational costs. - Excellent brightness and contrast - Clear laminated glass for optimal light transmission
	Visible Area Dimensions	41.9 (W) x 74.6" (H)	
	Visible Area	21.7 sqft (Per display face)	
	Weight	1250 lbs	
	Power Consumption	1964 W (TYPICAL)	
	Heat Production	5100 BTU/HR	

DIMENSIONS ARE FOR REFERENCE ONLY - CONSULT JCD ENGINEERING DEPT. FOR ACTUAL DIMENSIONS



EXHIBIT 2

Newsstands Removal and Replacement with City Information Panel and Bus Shelter Relocations

- 1. Newsstands Removal.** Contractor will remove the newsstands that currently exist at the following locations by December 31, 2018, at Contractor's sole cost and expense.

UNIT NUMBER	LOCATION	CORNER	May be Replaced with One CIP at Same Location
9201	Adams & Clark	SW	Yes
9202	Van Buren & LaSalle	SW	Yes
9203	Van Buren & Financial	SW	Yes
9204	Madison & Wacker Dr	NW	No
9205	Jackson & State	NW	No
9206	Wabash & Randolph	SW	Yes
9207	Madison & Wabash	SW	No
9208	Chicago & Franklin	NW	Yes
9210	21st St & Michigan	NW	Yes
9215	Chicago & Wabash	NW	Yes
9214	State & Division	NW	Yes
9219	Van Buren & State	NW	Yes

For each of the locations listed as "NO" the Contractor may instead install a CIP at the following three locations after removing the bus shelters currently located there, as described below: 5 W. Chicago Ave, 30 W. Chicago Ave, and 561 N. Fairbanks.

2. Bus Shelter Relocations

Contractor will remove the bus shelters that currently exist at the following three locations by December 31, 2018, at Contractor's sole cost and expense: 5 W. Chicago Ave, 30 W. Chicago Ave, and 561 N.

Fairbanks. The Contractor will propose an alternative location to the Commissioner of CDOT for three new bus shelter locations, which may be approved by the Commissioner in her discretion.

EXHIBIT 3
City Provisions

1. Section 10.4(b) is deleted in its entirety and replaced with the following:

Wages

Contractor must pay the highest of (1) prevailing wage/Davis-Bacon rate, if applicable; (2) minimum wage specified by Mayoral Executive Order 2014-4; "Living Wage" rate specified by MCC Sect. 2-92-610; (3) Chicago Minimum Wage rate specified by MCC Chapter 1-24, or (4) the highest applicable State or Federal minimum wage.

Minimum Wage, Mayoral Executive Order 2014-1

Mayoral Executive Order 2014-1 provides for a fair and adequate Minimum Wage to be paid to employees of City contractors and subcontractors performing work on City contracts.

If this contract was advertised on or after October 1, 2014, Contractor must comply with Mayoral Executive Order 2014-1 and any applicable regulations issued by the CPO. The Minimum Wage to be paid pursuant to the Order as of July 1, 2017 is **\$13.45 per hour**. The Minimum Wage must be paid to:

All employees regularly performing work on City property or at a City jobsite.

All employees whose regular work entails performing a service for the City under a City contract.

Beginning on July 1, 2015, and every July 1 thereafter, the hourly wage specified by the Executive Order shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor. Any hourly wage increase shall be rounded up to the nearest multiple of \$0.05. Such increase shall remain in effect until any subsequent adjustment is made. On or before June 1, 2015, and on or before every June 1 thereafter, the City shall make available to City Concessionaires a bulletin announcing the adjusted minimum hourly wages for the upcoming year.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of contractors operations, does not directly relate to the services provided to the City under the contract, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on City property or at a City jobsite. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

Except as further described, the Minimum Wage is also not required to be paid to categories of employees subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Contract or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

Additionally, the Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by Mayoral Executive Order

2014-1, if that collective bargaining agreement was in force prior to October 1, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the order.

If the payment a Base Wage pursuant to Municipal Code of Chicago Sect. 2-92-610 is required for work or services done under this Contract, and the Minimum Wage is higher than the Base Wage, then the Contractor must pay the Minimum Wage. Likewise, if the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then the Contractor must pay the prevailing wage.

Contractors are reminded that they must comply with Municipal Code Chapter 1-24 establishing a minimum wage.

Living Wage Ordinance

MCC Sect. 2-92-610 provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers, and clerical workers ("Covered Employees"). Accordingly, pursuant to MCC Sect. 2-92-610 and regulations promulgated thereunder:

if the Contractor has 25 or more full-time employees, and if at any time during the performance of the contract the Contractor and/or any subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in (1) and (2) above are met, and will continue thereafter until the end of the Contract term.

As of July 1, 2017 the Base Wage is \$12.30. The current rate can be found on the Department of Procurement Services' website.

Note: As of July 1, 2017, the wage specified by Mayoral Executive Order 2014-1 is higher than the Base Wage rate. Therefore, the higher wage specified by the Executive Order (or other applicable rule or law) must be paid.

Each July 1st the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four (4) divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.

The Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the CPO demonstrating that all Covered Employees, whether employed by the Contractor or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Contractor and/or subcontractors to verify compliance herewith.

Failure to comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three years.

Not-for-Profit Corporations: If the Contractor is a corporation having Federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions above do not apply.

2. Section 10.4(e) is deleted in its entirety and replaced with the following:

Business Relationships With Elected Officials MCC Sect. 2-156-030(b)

Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official, or any person acting at the direction of such official, to contact either orally or in writing any other City official or employee with respect to any matter involving any person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

Violation of MCC Sect. 2-156-030 by any elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in MCC Chapter 2-156.

3. The following provisions are added to the Contract:

City Hiring Plan Prohibitions

- A. The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (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.
- B. Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a Subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Contract are employees or Subcontractors of Contractor, not employees of the City of Chicago. This Contract 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 Contractor.

- C. Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, 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 Contract, 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.
- D. In the event of any communication to Contractor by a City employee or City official in violation of paragraph B above, or advocating a violation of paragraph C above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract. Contractor will also cooperate with any inquiries by OIG Hiring Oversight.

Duty to Report Corrupt Activity

Pursuant to MCC 2-156-018, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the MCC. Knowing failure to make such a report will be an event of default under this Contract. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

No Waste Disposal in Public Way MCC 11-4-1600(E)

A violation of the by the contractor of the sections of the Chicago Municipal Code, listed below (collectively, the "Waste Sections"), whether or not in the performance of the agreement, shall constitute a breach of the contract.

Waste Sections:

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and

11-4-1560 Screening requirements.