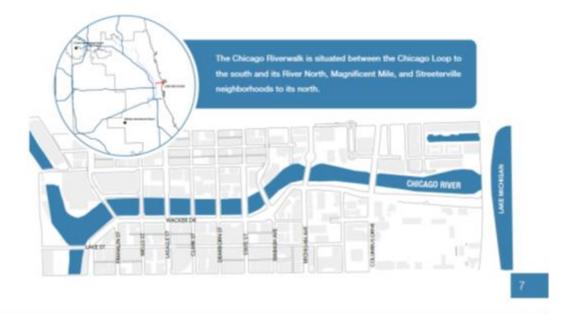
# **Riverwalk Concession Handbook**

#### Maps

# Riverwalk Location & Map



## **Guiding Principles**

Cities have historically been built along rivers because they were indispensable resources for transportation and commerce. Chicago's earliest non-native settler, Jean Baptiste Point du Sable established a trading post along the Chicago River which served as Chicago's harbor until the early 20th century. The river has always been a social and economic hub.

While the Chicago River remains an important part of local and regional economy, it is also Chicago's second coastline, connecting Chicago's most recognizable landmarks and destinations. Recreational activities and public art installations are increasing exponentially. The Chicago Riverwalk is a model for other riverside developments on both the north and south branches of the Chicago River. The Guiding Principles were developed from the community outreach conducted in the early stages of the project.

## <u>Access</u>

The Riverwalk project provides unprecedented access to the river, giving Chicagoans and visitors a dynamic pathway to experience Chicago and connect to the city's many cultural, natural, and commercial assets.

Bring people to the water Maintain a continuous public walkway Improve vertical circulation Easy to locate and navigate Establish connections Promote as vibrant, active link to the lakefront and other Chicago landmarks Establish the Riverwalk as a connecting thread that runs through the city Access for everyone ADA compliant Improve perceived and actual safety A neighborhood amenity for all to enjoy

#### **Activation**

Making the Chicago River easier to access will have a profound effect on the number of annual visitors. Seasonal programming, unique gathering spaces with seating surrounded by landscaping and leasable space for restaurants, retail and boat docking will bring activity and life to the River and will bring a strong sense of place to an already historic space.

Bring life to the River Provide more seasonal public river uses Ensure year-round program and activity Increase recreational and commercial boating Create space for civic gathering & diverse events Promote the space for groups and entertainment functions Invest in placemaking, creating unique places on the River Economic activation Developing new opportunities along the Chicago River Improve commercial functions and maximize leasable opportunities Support commercial boating activity

#### Authenticity

The Chicago River has shaped the city and remains an important part of the downtown urbanscape. It is important that the Riverwalk work in harmony with the existing context of the city. The Chicago River is authentic Chicago, it should not feel overly manicured or scripted, but always retain a strong feeling of nature, history, and community.

Weave the life of the River into the urban fabric of the city Work in dialogue with existing urban context Maintain a sense of unpredictability and encourage the unexpected Embrace the history of the Chicago River Honor and showcase history Celebrate the river's uniqueness Historically & architecturally significant buildings, bridges, and bridge houses Modern skyscrapers Classical + industrial details + architecture Enhance community life Outreach to residents of Downtown and River North communities Utilize green and open spaces for fitness, wellness, and educational programing Feature public art from local artists Balance local pride with tourist intrigue Promote the Riverwalk as a neighborhood amenity for all Chicagoans to enjoy Promote the Riverwalk to visitors as a connection point that weaves together all the best of downtown Chicago.

## Standard of Service for the Riverwalk

The Riverwalk is a unique destination that is along a natural resource in the heart of downtown. The Concession Program was created to enhance visitor experience of the 1.25-mile-long linear park. The Chicago River is a natural amenity, and the environment is home to many ecosystems which should be enjoyed and respectfully protected. The Standards of Service were developed for the Riverwalk to define expectations of Licensees in the Concession Program. Members and staff of the Concession Program are Ambassadors of the City of Chicago. Staff should be reflective of the diversity of the city's neighborhoods and exercise Chicago friendliness to all visitors.

#### **Standard of Service**

(1) Personnel. Licensees shall provide, at their own expense, enough employees to adequately serve the public; train and closely supervise all employees so that they consistently maintain and practice a high standard of cleanliness, courtesy and service. Further, during all times that the Concession is in operation, at least one employee of Licensee who is present at the facility shall have attended an approved food service sanitation program and received a food service sanitation completion certificate certifying such attendance, if applicable. Licensees shall provide the City upon its request a complete list of employees assigned to work at the facility. Such list shall include the employees' names, addresses, and job titles and shall state whether each employee is compensated by salary, commission, or both. Licensees shall not employ or otherwise engage any City employee(s) in the operation of the Concession.

(2) Uniforms. All Licensee personnel on the Riverwalk shall be required to maintain minimum uniform requirements. Each individual shall wear uniform shirts and head wear that meet the following criteria: (i) shirts shall be either a collared golf shirt or sweatshirt with the Licensee's logo (T-shirts with logo silk screened on front or back are also acceptable), (ii) head wear shall be either a ball cap, visor or hair net, uniforms must be maintained in a clean and sanitary condition. No excessively worn or faded clothes will be allowed. 2FM shall use its sole discretion to determine if Licensee's uniforms are acceptable. Food handlers may not wear jewelry or watches other than a plain wedding band.

(3) Deliveries. All deliveries may be brought to the Licensee's area only at times and in the manner designated by 2FM, in compliance with all Laws, and always at the sole risk of the Licensees. 2FM may inspect items brought into the Licensees' area with respect to a dangerous nature or compliance with this Agreement or applicable Laws. Licensees' use of roadways, paths, sidewalks, loading, parking, and service areas shall be subject to approval by 2FM. No motorized vehicles are permitted on the Chicago Riverwalk without Commissioner approval. Violators will be subject to fines.

(4) Trash. All garbage, refuse, trash, and any other waste resulting from the operation of a Concession must be kept in the kind of container, placed in the areas, and prepared for collection in the manner and at the times and places specified by the City. Maintenance and trash removal must be completed daily or more frequently if required to maintain a neat, orderly environment. Trash cannot

be piled up within any visible areas of the location. Garbage shall be put into environmentally acceptable plastic bags and transported to the designated area approved by 2FM in a closed container to prevent spilling and dripping on the Riverwalk. Licensees shall police and maintain the public areas within one hundred (100) feet of the Licensees' area for all such refuse generated by its Concession. Trash must be swept up around the garbage dumpsters. Any spills made during transport from the location to the trash area must also be cleaned up.

(5) Cleanliness. Licensees shall maintain, in a clean, sanitary, orderly, and inviting condition appropriate to the Riverwalk facilities and satisfactory to the City and the area within one hundred (100) feet of their facilities. Trash, debris and deliveries should be removed or cleared away in a timely manner and not allowed to accumulate for long periods of time.

(6) Pest Control. Licensees shall use, at Licensees' sole cost, such pest and rodent extermination contractor as 2FM may direct and at such intervals as either may require. Licensees shall provide 2FM with evidence of their compliance with this provision within three (3) days after written notice from 2FM. In the alternative, from time to time, 2FM may arrange for pest control (in which case, Licensees shall pay their proportionate share of the cost thereof, or such other share as 2FM may fairly and reasonably determine to 2FM on or before the first day of each calendar month in advance).

(7) Graffiti Removal. At Licensees' cost, Licensees shall maintain their facilities free of any graffiti at all times during the operating agreement, within 24 hours of identified graffiti. Licensees' obligations hereunder shall include, but not be limited to, Licensees' walls, storefront, equipment, trade fixtures, security panels, ceilings, entrances and doors, signs, interior and exterior decorations, service counters or other areas which comprise the Licensees' facilities. 2FM will be responsible for graffiti on Wacker Drive limestone, or columns within the Esplanade.

(8) Locks and Keys. Licensees are responsible for the locks of their location and must provide one set to 2FM for emergency use only. Keys to the back of the house area will be provided to Licensee for use throughout the season. Upon termination of this Concession License Agreement or Licensee's right to operate, Licensees shall return to 2FM all keys, and in the event of the loss of such keys shall pay 2FM for the cost to replace or to change the locking system or mechanisms. 2FM will provide keys to vendors in the Community Marketplace which must be returned at the end of the season.

(9) Trade name and Trademarks. Licensees shall use no symbol, design, name, mark, picture, likeness, or insignia adopted by 2FM without the prior written consent of 2FM.

(10) Going-Out-Of-Business Sales and Auctions. Licensees shall not use, or permit any other party to use, the Licensees' Area for any distress, fire, bankruptcy, close-out, "lost our lease", or going-out-ofbusiness sale or auction. Licensees shall not display any signs advertising the foregoing anywhere in or about the Licensees' area. This prohibition shall also apply to Licensees' creditors.

(11) Common Areas. Licensees shall not use common areas, including areas adjacent to the Concession facilities, for any purpose other than ingress and egress, and any such use thereof shall be subject to the terms of their Concession License Agreement without Commissioner approval. Without limiting the generality of the foregoing, Licensees shall not use the common park areas to canvass, solicit business or information from, or distribute any article or material to, other Licensees, users, patrons, or visitors to Riverwalk property. Licensees shall not allow anything to remain in any passageway,

sidewalk, court, path, roadway, corridor, patio, entrance, exit, or other area outside of the Licensees' area without Commissioner approval.

(12) Signage. At all times, Licensee shall display at the concession location the required Chicago Department of Health certificate. Licensees shall place no sign or advertisement upon any property of the Riverwalk or upon any vehicle operated by Licensee or any structure, stand, trailer, or cart occupied by it under the terms of their Concession License Agreement except as shall first have been approved in writing by 2FM. 2FM will approve the final Licensees' signage size and sign panel proportion to the facility. Signage other than the approved product price board will not be permitted in any other locations unless approved by 2FM.

(13)General Repairs and Maintenance. Licensees shall, at their own expense, at all times during the term of the Concession License Agreement, keep the facilities and appurtenances thereto, in good working order, repair, and condition (which condition shall also be clean, sanitary, safe, sightly and free of pests and rodents). Licensee's obligations hereunder shall include, but not be limited to, Licensees trade fixtures and equipment, roof above the facility, ceilings, interior and exterior walls, entrances, signs, interior decorations, floor-coverings, wall-coverings, entry and interior doors, exterior and interior glass, plumbing fixtures, light fixtures and bulbs, keys and locks, fire extinguishers and fire protection systems, and equipment and lines for water, sewer, including the sewer lines exclusively serving the facilities, including meters and switches therefore, HVAC, electrical, gas, sprinkler and mechanical facilities and other systems and equipment which serve the facility exclusively whether located within or outside the facility, and all alterations and improvements to the facility whether installed by Licensee or the City. Any repairs or other work to be performed by Licensee shall be reviewed and approved in writing by 2FM prior to performing the work. Licensee shall at 2FM's option perform or reimburse 2FM for any repairs, maintenance and replacements to areas outside the facility caused as a result of moving goods, fixtures, or other personal property to or from the facility, or otherwise caused by Licensee or any other occupant of the facility, or any of their employees, agents, invitees or contractors. Licensees that operate their facilities, as restaurants pursuant to their Concession License Agreement shall provide to the City upon demand, proof that monthly cleaning and maintenance of all kitchen exhaust ductwork has been performed and a suitable contractor has cleaned grease interceptors located within the Licensees' Area. A suitable contractor shall be one who is bondable and capable of performing Licensees' obligations hereunder. The City reserves the right to inspect facilities, after 24 hours verbal or written notice.

(14) Prohibited Activities. Licensees shall not: (i) use strobe or flash lights in or on City Property or in any signs therefore, (ii) use, sell, or distribute any leaflets, handbills, bumper stickers, other stickers or decals, balloons or other such articles at the facility (or other areas of City property), (iii) operate any loudspeaker, television set, phonograph, radio, CD player or other musical or sound producing instrument or device so as to be heard outside the facilities, (iv) make or permit objectionable noise, vibration or odor to emanate from the facilities or any equipment serving the same, (v) do or permit anything to be done upon the Licensees' area in any way tending to disturb, bother or annoy any other Licensees or visitors of Riverwalk property or the occupants of neighboring property.

(15) Roof and Projections. Licensees shall not install any aerial, antennae, satellite dish or any other device on the roof, exterior walls, canopy, or other areas of the facilities without the written consent of the 2FM and must obtain all applicable permits.

(16) Securing Licensee's Area. Before leaving the facilities daily, Licensees shall secure all doors or other means of entry to the facilities and shut off all lights (except signs required to be illuminated, if any), water faucets and other utilities in the facilities. Upon completion of each season, as approved by 2FM, heat can remain on to the extent necessary to prevent the freezing or bursting of pipes.

(17) Plumbing Equipment. The toilet rooms, urinals, washbowls, drains and sewers and other plumbing fixtures, equipment and lines shall not be misused or used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein, and Licensees shall properly install, maintain, clean, repair and replace adequate grease traps.

(18) Utility Equipment. All utility equipment of Licensees such as portable generators, propane tanks, battery systems, cables, lines, and other such equipment shall be placed only in those areas as specified and approved in writing by the City.

(19) Security. All security personnel of Licensees (or contractors who provide such service for Licensees) must be approved by the City and shall be required to adhere to the security policies and guidelines established by the City and the Chicago Police Department, which may be revised from time to time. At no time is a Licensee's personnel or security contractor(s) permitted to carry a firearm, regardless of state license or certification to do so. Firearms are prohibited on the Chicago Riverwalk.

(20) Parking. Parking is allowed and where applicable, included in the Concessions License Agreement. Designated parking locations will be assigned by 2FM. Parking may be restricted from time to time determined by 2FM for public safety reasons. Motorized vehicles are strictly prohibited on the Chicago Riverwalk without Commissioner approval.

(21) Snow and Ice Control. Licensees shall be responsible for ensuring that the Licensee's area and those areas of ingress and egress to the facilities are kept free of snow and ice during approved dates of operation designated in their Concession License Agreement. Snow and ice control methods and products must meet the criteria established in Exhibit 8 - Riverwalk Concession Handbook's Environmental Guidelines created for the Chicago Riverwalk which are subject to change from time to time. Methods are required to be reported in the annual Environmental Report.

(22) Power Washing. Licensees shall be responsible for ensuring that the Licensee's Location, areas of ingress and egress and additional space areas as approved by the Commissioner are power washed as needed, and as directed by 2FM. Power washing operations must meet the criteria established in the Environmental Guidelines created for the Chicago Riverwalk, which are subject to change from time to time. Power washing of spills and drips during transport of trash is required. Power washing procedures and directions are as follows:

- Wastewater must be disposed of in accordance with all local, state and federal regulations and the Riverwalk's property manager is responsible for obtaining any necessary permits.
- Pre-sweep before washing to pick up and containerize and properly dispose of any loose dirt and debris and use dry spot cleaning methods, such as absorbent materials to clean spills.
- Minimize water usage through the use of water regulating nozzles and/or high pressure delivery systems.
- Washing must be limited to hot water only. Cleaning agents are prohibited.

Sweep up any visible solids/residue after the power washing.

(23) Glass Containers. Licensees shall not sell beverages or other items in glass containers unless they have met all the Department of Health requirements for the sanitary handling of glass containers.

(24) Goods and Services. Licensees shall assure that all goods and services sold to the public are of the best quality.

(25) Food Service Only Rules and Regulations. All Licensees that serve food shall also comply with the <u>Chicago Department of Public Health Rules and Regulations for Food Service</u> as created specifically for the Chicago Riverwalk

(26) Boat Docking. Boat docking is not permitted unless specifically licensed by the City of Chicago in conjunction with all applicable State and Federal permits. Tie ups for business located within the Riverwalk are not allowed unless approved by 2FM.

(27) Environmental Guidelines. As outlined in Exhibit 8 - Riverwalk Concession Handbook, Licensees are encouraged to limit use of plastics as much as possible. Licensees are expected to follow the rules and regulations for operations as outlined in the Environmental Guidelines and established for the Chicago Riverwalk which included Green Cleaning Policy, power washing, snow removal and deicing, Sustainable Purchasing Policy. To monitor and ensure compliance 2FM requires annual reporting. Inaccurate reports or violators of the criteria established in the Guidelines will be considered in default of the License Agreement .

(28) Responsibility for Compliance. Licensees shall be responsible for ensuring compliance with these Regulations, as they may be amended.

# Environmental Initiatives

# CITY OF CHICAGO SUSTAINABLE OPERATIONS Sustainable Purchasing Policy APRIL 2015

This Sustainable Purchasing Policy ("Policy") applies to the sustainable purchasing associated with City of Chicago ("City") facilities; and that are within the City's control, including the Chicago Riverwalk. Although this Policy is specifically developed for 2FM's purchases, it is also applicable to contractors working on behalf of 2FM and concessions with License Agreements on the Chicago Riverwalk, each is responsible for identifying purchase needs and requirements and ensuring that their contracts are in compliance with this Policy.

This Policy applies to sustainable purchasing of the following types of products:

- Ongoing Consumables
- Durable goods
- Building materials used in facility alterations and additions
- Lamps and light bulbs

Food (when applicable)

Facility personnel are encouraged to also consider the following areas of interest:

- Packaging
- Recycled Content
- Post-consumer Use and Recycling Opportunities
- Locally-sourced Options

#### GOALS

To purchase products in a manner that will:

- be fiscally responsible
- protect the environment and public health
- conserve natural resources
- \* minimize waste, including landfilling and incineration, and reduce toxicity

#### QUALITY ASSURANCE CONTROL PROCESS

2FM evaluates the performance, safety, cost, and environmental/public health benefits achieved as a result of the sustainable purchasing program on an on-going basis.

#### SUSTAINABLE PURCHASING STRATEGIES

PERFORMANCE METRICS

The practices listed below shall be implemented to the extent noted in the table. When less than complete adoption occurs, the performance metrics indicated will be used to gauge performance against the implementation target.

Licensee is required to record and track purchases on an annual basis and provide a report to 2FM annually using the provided Materials Purchasing Worksheet documenting the manner by which each product purchase meets the following purchasing criteria.

Materials Purchasing Criteria	Performance Metric	Implementation Target	
Ongoing consumables	Percentage of the cost of goods	60%	
Electronics and appliances	Percentage of the cost of goods	40%	
Furniture	Percentage of the cost of goods	40%	
Facility alterations and additions	Percentage of the cost of goods	50%	
Reduced mercury in lamps	Percentage of the cost of goods	90%	
Food	Percentage of the cost of goods	25%	

## Sustainable Purchasing of Ongoing Consumables

The term "ongoing consumables" refers to low-cost-per-unit materials that are regularly used and replaced through the course of daily business operations. These products may include, but are not limited to, printing and copying paper, notebooks, envelopes, business cards, sticky notes, paper clips, toner

cartridges, and batteries. The City's goal is that at least 60% of the cost of goods purchased will comply with one or more of the following criteria:

- Contains at least 10% post-consumer and/or 20% post-industrial material
- & Contains at least 50% rapidly renewable material (e.g., bamboo, cotton, cork, wool)

Contains at least 50% materials harvested and extracted and processed within 500 miles of the facility

- & Consists of at least 50% Forest Stewardship Council (FSC)-certified paper products
- Rechargeable batteries

The City acknowledges the value of purchasing sustainable products and requires that vendors support that effort when appropriate and/or possible. The City requests that vendors notify 2FM of recycled content and reduced packaging options or alternative products that would comply with the above specifications. Nothing contained in this Policy shall be construed as requiring the City to procure products that do not perform adequately for their intended use, exclude adequate competition, or are not available at a reasonable price or in a reasonable period of time.

# Sustainable Purchasing of Durable Goods

The term "durable goods" refers to higher-cost-per-unit materials that are replaced infrequently and/or may require capital outlays to purchase. These products may include, but are not limited to, office equipment (e.g. computers, monitors, printers, copiers, fax machines), appliances (e.g. refrigerators, dishwashers, water coolers), external power adaptors, televisions, and furniture. The purchasing criteria for these products fall into the following two categories.

## **Electronics and Appliances**

The City's goal is that at least 40% of the cost of goods purchased will comply with one or more of the following criteria:

- Energy Star labeled products, when available
- Electronic Product Environmental Assessment Tools (EPEAT) rated products (at least bronze level)

The equipment replaces conventional gas-powered equipment, (e.g. maintenance equipment and vehicles)

## <u>Furniture</u>

The City will make it a priority to reuse furniture as much as possible. When new furniture must be purchased, the goal is that at least 40% of the cost of goods purchased will comply with one or more of the following criteria:

- Contains at least 10% post-consumer and/or 20% post-industrial material
- Contains at least 70% salvaged material from off-site or outside the organization
- Contains at least 70% salvaged material from on-site through an internal materials and equipment reuse program.
- A Contains at least 50% rapidly renewable material (e.g. bamboo, cotton, cork, wool)
- ♣ Contains at least 50% materials harvested, extracted and processed within 500 miles of the facility/site
- & Consists of at least 50% Forest Stewardship Council (FSC) certified wood

The City acknowledges the value of purchasing sustainable products and requires that vendors support that effort when appropriate and/or possible. The City requests that vendors notify 2FM of Energy Star and sustainable furniture opportunities that would comply with the above specifications, as well as reduced packaging options.

## Sustainable Purchasing: Facility Alterations and Additions

This Policy covers materials that are permanently or semi-permanently attached to a building itself in the course of facility renovations, demolitions, refits and new construction additions. These products may include, but are not limited to, building components and structures (e.g. wall studs, insulation, doors, windows), panels, attached finishes (e.g. drywall, trim, ceiling panels), carpet and other flooring materials, adhesives, paints and coatings. The City's goal is that at least 50% of the cost of goods purchased will comply with one or more of the following criteria:

- Contains at least 10% post-consumer and/or 20% post-industrial material
- Contains at least 70% salvaged material from off-site or outside the organization
- Contains at least 70% salvaged material from on-site through an internal materials and equipment reuse program.
- A Contains at least 50% rapidly renewable material (e.g. bamboo, cotton, cork, wool)
- Contains at least 50% materials harvested/extracted and processed within 500 miles of the facility/site
- & Consists of at least 50% Forest Stewardship Council (FSC) certified wood

A Specific requirements for paints, coatings, adhesives, and sealants are provided in the Appendix and summarized below:

- Adhesives, paints and sealants (both indoor and outdoor) must comply with the VOC content limits of <u>South Coast Air Quality Management District</u> (SCAQMD) Rule #1168, GS-36, and GS-11.
- Clear wood finishes, floor coatings, stains, sealers and shellacs must comply with the VOIC content limits of SCAQMD Rule #1113.
- Anti-corrosive and anti-rust pains applied to interior ferrous metal substrates must comply with the VOC content limit of 250 g/L established in GC-03.
- Finished flooring is <u>FloorScore</u>-certified and constitutes a minimum of 25% of the finished floor area

• Carpet and carpet cushion meets the requirements of the <u>Carpet and Rug Institute</u> (CRI) Green Label Plus carpet testing program

& Composite panels and agrifiber products contain no added urea-formaldehyde resins

The City acknowledges the value of purchasing sustainable products and requires that vendors support that effort when appropriate and/or possible. The City requests that vendors notify 2FM of potential opportunities that would comply with the above specifications, as well as reduced packaging options.

# Sustainable Purchasing: Toxic Material Source Reduction – Reduced Mercury in Lamps

The City seeks to reduce the amount of mercury brought into all sites through purchase of lamps and light bulbs or the buildings and associated grounds. The City's goal is that at least 90% of the number of lamps purchased will meet the following overall mercury-content target:

No more than 90 picograms of mercury per lumen-hour

City representatives acknowledge the value of purchasing low-mercury lamps and require that vendors support that effort when appropriate and/or possible. The City requests that vendors notify 2FM of specific lamps and other opportunities that would comply with the above specifications, as well as reduced packaging options.

# Sustainable Purchasing: Food

This Policy is applied to all food purchases including but not limited to food provided in the employee kitchen, coffee/tea provided, food catered on-site and take-out food provided for events and/or meetings. The City's goal is that at least 25% of the total cost of all food and beverages purchased will comply with one or more of the following criteria:

- Labeled USDA Organic
- Labeled Food Alliance Certified
- & Labeled Rainforest Alliance Certified
- Achieves Fair Trade Label
- Achieves Marine Stewardship Council's Blue Eco-Label
- & Produced within a 100-mile radius of the site

The City acknowledges the value of purchasing sustainable food and beverages and requires vendor support in sustainable food purchasing when appropriate and/or possible. The City requests that vendors notify 2FM of potential opportunities that would comply with the above specifications, as well as reduced/recyclable packaging options.

#### APPENDIX: VOC LIMITS FOR PAINTS, COATINGS, ADHESIVES AND SEALANTS

Architectural Applications	VOC Limit [g/L less water]	Specialty Applications	VOC Limit [g/L less water]
Indoor carpet adhesives	50	PVC welding	510
Carpet pad adhesives	50	CPVC welding	490
Wood flooring Adhesives	100	ABS welding	325
Rubber floor adhesives	60	Plastic cement welding	250
Subfloor adhesives	50	Adhesive primer for plastic	550
Ceramic tile adhesives	65	Contact adhesive	80
VCT and asphalt adhesives	50	Special purpose contact adhesive	250
Drywall and panel adhesives	50	Structural wood member adhesive	140
Cove base adhesives	50	Sheet applied rubber lining operations	850
Multipurpose construction adhesives	70	Top and trim adhesive	250
Structural glazing adhesives	100		
Substrate Specific Applications	VOC Limit [g/L less water]	Sealants	VOC Limit [g/L less water]
Metal-to-metal	30	Architectural	250
Plastic foams	50	Non-membrane roof	300
Porous materials (except wood)	50	Roadway	250
Wood	30	Single-ply roof membrane	450
Fiberglass	80	Other	420
Sealant Primers	VOC Limit [g/L less water]	Aerosol Adhesives	VOC Limit
Architectural non-porous	250	General purpose mist spray	65% by weight
Architectural porous	775	General purpose web spray	55% by weight
Other	750	General purpose aerosol adhesives	70% by weight
Paints	VOC Limit [g/L]	Clear Wood Finishes, Floor Coatings, Sealers, and Shellacs	VOC Limit [g/L]
Interior nonflat	150	Clear wood finishes - Varnish	350
Interior flat	50	Clear wood finishes - Lacquer	550
Exterior nonflat	200	Floor Coatings	100
Exterior flat	100	Sealers – Waterproofing	250
		Sealers – Sanding	275
		Sealers – All Other	200
		Shellac – Clear	730
		Shellac – Pigmented	550
		Stains	250
Anti-Corrosive and Anti-Rust Paints	VOC Limit [g/L]		
Applied to interior ferrous metal substrates	250 g/L		

# **SECTION 2**

## **GREEN CLEANING POLICY**

## **CLEANING PRODUCTS**

## PRACTICES TO OPTIMIZE USE OF SUSTAINABLE CLEANING PRODUCTS

Cleaning products and materials used at City facilities shall, when possible, meet the requirements below.

Product types subject to these requirements include, but are not limited to, bio-enzymatic cleaners, hard-floor cleaners, carpet cleaners, general-purpose cleaners, specialty cleaners, odor control, disinfectants, metal polish, floor finishes, strippers, disposable janitorial paper products and trash bags, and hand soaps. In general, the use of multi-attribute certifications, when available, is preferred over single-attribute certifications.

## Green Cleaning, Purchase of Sustainable Cleaning Products and Materials Criteria:

All general-purpose, bathroom, glass and carpet cleaner use for industrial and institutional purposes, carpet and upholstery care, hard-surface cleaners, cleaning and degreasing compounds, metal polish, floor finishes, strippers or any other products as applicable must meet one or more of the following standards for the appropriate category:

Green Seal EcoLogo EPA Safer Choice

Disinfectants must meet the following standards:

Disinfectants, including antimicrobial mold and mildew cleaners, and non-food contact surface sanitizers, shall be <u>EPA FIFRA</u>-registered.

The use of disinfectants and non-food contact sanitizers that only contain the following active ingredients shall be prioritized:

Hydrogen peroxide or accelerated hydrogen peroxide Citric acid Lactic acid Caprylic acid Silver

Recommended products included in the <u>Safer Products and Practices for Disinfecting and</u> <u>Sanitizing Surfaces guide</u> prepared by SF Environment and Responsible Purchasing Network should be used when applicable.

Specialty cleaners, such as but not limited to, metal and furniture polish, graffiti and gum removers, and lime and scale removers shall meet the above standards or not contain volatile organic compounds (VOCs) in concentrations that exceed the levels required by the <u>California Air Resources Board's</u> (CARB) Regulation for Reducing Emissions from Consumer Products for the specific product category according to the most current version of the CARB regulations in effect at the time of purchase.

Disposable janitorial paper products and trash bags meet the minimum requirements of one or more of the following programs for the applicable product category:

U.S. EPA Comprehensive Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners Green Seal Eco Logo Hand soaps must contain no antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (i.e., food service and health care requirements) and must meet one or more of the following standards for the appropriate category:

Green Seal EcoLogo EPA Safer Choice If a product is not available with the above certifications, the following may also be considered: Bioprefferred Others as approved by 2FM

In addition, floor coating products will preferentially be free of metals such as zinc. The intent of this requirement is to reduce the content and use of toxic materials in cleaning systems and those that may enter the Chicago River or Lake Michigan.

All cleaning agents used by the Contractor will be of a quality acceptable to 2FM and appropriate for the surface being cleaned. No abrasive cleaner or pads will be used on marble, glass, plastic, painted, chrome, stainless steel, aluminum, wood, or porcelain surfaces.

## Exceptions

If the sustainable version of a material or supply is not available in a reasonable period of time, fails to meet performance standards, excludes adequate competition, or is only available at unreasonable prices, then alternative materials or supplies may be considered and approved on a case-by-case basis. All nonconforming products must be approved by 2FM prior to use.

## Recordkeeping

The Licensee must submit documentation to 2FM for approval indicating the required certification prior to using a product at the Location. Examples of acceptable documentation includes verification from the certification organization's website; specification sheets, cut sheets or actual labels from product containers demonstrating that the cleaning products in use are certified; or independent third- party validation that the products meet the above criteria. All product documentation must also be maintained at the Location. The Licensee will also be required to submit annual reports of products used.

## Site Improvements

# Requirements for Site Improvements, Trailers and Mobile Carts on the Chicago Riverwalk

## **Introduction**

Site improvements may become necessary or required during the term of the License Agreement and must be approved by 2FM. This section of the Handbook is intended to provide Licensees, their designers and contractors with information required for the design and construction of their Licensed Area within the Chicago Riverwalk. If site improvements are being considered, begin discussions regarding the proposal with 2FM immediately. Site improvements proposed by Licensees should be reflective of the intent of the Guiding Principles of the Riverwalk. Any construction, renovation or installation of structures or facilities for the Chicago Riverwalk shall be in conformance with these guidelines and

require prior 2FM approval and all applicable permits including, but not limited to Building permits, Chicago Department of Transportation (CDOT) bridge permit and harbor permits.

Please use the information provided in this document when preparing your proposal for operations along the Riverwalk which includes site improvements, trailers and/or mobile carts.

Licensee is responsible for reviewing, understanding and incorporating as part of its design all applicable current federal state and local laws, codes, ordinances, and/or regulations applicable to their operations.

These laws include, but are not limited to:

Municipal Code of the City of Chicago City of Chicago Building Code City of Chicago Department of Health Regulations Americans with Disabilities Act Illinois Accessibility Code United States Coast Guard and Army Corps of Engineers All federal, state and local environmental laws

Review of Licensee's documentation by 2FM and/or its designated representative does not relieve Licensee of its responsibility to comply with all applicable laws and requirements.

Whenever possible, 2FM will share existing drawings and available information with the Licensee. 2FM will make its best efforts to provide the most current information available, but does not warrant the accuracy or completeness of same; the Licensee shall be responsible for verification of existing conditions. In addition, other base building drawings and specifications may be available for review. Copies of available selected sections will be provided after finalizing the Licensee Agreement.

Licensee must coordinate with 2FM any work necessary to determine whether utilities are available at the proposed location. If utilities are unavailable at the location, the Licensee will coordinate any work with 2FM. Licensee is responsible for removal of all trash and debris from construction of improvements at their own expense.

#### Submittal Requirements

If the Licensee proposes site improvements to its location, Licensee must submit the following information with its proposal:

Design Plan describing in detail the thematic concept for the Location.

Implementation Plan with a detailed schedule for constructing the site improvements.

Submission Requirements for construction are:

Cover letter describing the nature and scope of the project.

Proposed schedule for all elements of work.

Plan showing the location of site within the Riverwalk.

Drawings and documents, including cut sheets of major elements or finishes.

Preliminary floor plan showing interior and exterior design including materials and finishes. Landscaping plan surrounding the Location. Storefront elevation and section showing storefront concept. Proposed graphics, signage, materials and finishes. Cost estimate for improvements.

The Licensee's plan must also describe any food service equipment (types and appearance); utility needs and supply methods; signage design and location; product price board design and location; all lighting requirements and methods, customer seating, tables and umbrella, etc.

The submitted documents and materials must be prepared by design professionals licensed to practice in the State of Illinois, examples of whose previous design work shall be of a standard acceptable to 2FM and its sole discretion. Architects who are registered with the <u>Department of Buildings Self-Certification</u> program are recommended.

#### **Design Review**

2FM will review each design submission on individual merit and in the context of the surroundings of the proposed location within the Riverwalk, but 2FM reserves the right to request changes to plans, and/or to reject elements of the design.

Once finalized, 2FM will make its best efforts to expedite the reviews of the Licensee's submissions and assist with acquiring permits required by the Department of Buildings (DOB) and the Department of Transportation.

#### Permits

Following the design approvals indicated above, the Licensee shall obtain a Building Permit from the Department of Buildings. Note, that approval from 2FM does not constitute approval from the City's Department of Buildings, Department of Transportation or Department of Health. Licensees are responsible for obtaining all required approvals, necessary permits, and paying all fees.

Construction shall not commence until the above noted approvals and permits are secured and satisfactorily evident of same has been provided to 2FM. In no event can construction begin before a license agreement is fully executed or without written approval by 2FM.

If specified by Department of Buildings, the Licensee shall obtain a Certificate of Occupancy for the applicable improvements. In the case of food or beverage tenancies, the Licensee shall also obtain all approvals and certificates as required by the Chicago Department of Public Health.

#### **Pre-Construction Meeting**

A pre-construction meeting must be scheduled with 2FM and involve the Licensee, Licensee's contractor and job site superintendent. Schedule and scope of work will be reviewed along with logistical items (e.g. security, delivery, trash removal etc.) The 24 hour contact numbers of the construction team must be provided to 2FM along with:

> One copy of the applicable City of Chicago Building Permit One copy of the approved drawings, stamped by the City of Chicago,

- Department of Buildings
- One copy of the Insurance Certificate
- A construction schedule and plan that includes all activities required to complete the work. The submission shall include plans for any special

provisions required to protect existing conditions and to coordinate the work with 2FM, CDOT or any other agency. The Licensee will be informed if 2FM identifies any problems with regards to the schedule or construction plan.

#### Construction

Licensee is responsible for the following during construction:

Providing a weekly look ahead schedule. Depending on the scope of work included in the site improvements, 2FM may require weekly construction meetings.

Maintaining the Riverwalk path safe, fully ADA compliant and accessible, and providing necessary resources and equipment for pedestrian traffic control as needed

Ensuring that any construction debris is not visible to path users Maintaining a clean and sanitary job site

No advertising signage for the contractors is allowed on construction fencing

#### **Post Construction Inspection and Documentation**

"As built" submissions shall include:

Complete and accurate as-built drawings signed by the contractor/ builder of all work provided within the Location.

One flash drive or, or web-link to the as-built construction document electronic drawings files that were created using an acceptable version of CADD software, and a set in PDF format.

Copies of all reviews, sign-offs and other items pertaining to construction of the Improvements.

A statement certified by the Licensee detailing the costs for the improvements. If applicable, a copy of the approved Certificate of Occupancy.

A walk-thru of the Location to see Improvements

#### Trailers

If Licensee proposes site improvements which include a trailer to be located on site, Licensee must submit the same required documents for the site improvements as listed above and the following information about the trailer:

Drawings and documents, including cut sheets of mobile unit being proposed. Drawings, documents and cut sheets of major elements or finishes of mobile unit.

Submission Requirements for construction are as follows:

Cover letter describing the nature and scope of the project.

Proposed schedule for all elements of work.

Plan showing the location of site within Riverwalk.

Drawings and documents, including cut sheets of major elements or finishes.

Preliminary floor plan showing interior and exterior design including materials and finishes.

Landscaping plan surrounding the Location.

Storefront elevation and section showing storefront concept. Proposed graphics, signage, materials and finishes. Cost estimate for improvements.

In order to address the seasonality of the Chicago Riverwalk operations, trailers, tents and temporary facilities may be approved. A trailer is a semi-permanent mobile unit, which may be towed to its designated operation location. It is intended that trailers remain in place throughout the duration of the term of the License Agreement. The trailer is to be installed, anchored in place, maintained and removed in accordance with the Agreement. The trailer is to incorporate elements to create a unified appearance. All trailers must be approved in writing by 2FM.

Vehicles moving trailers or carts throughout the Riverwalk daily will not be permitted.

In order to comply with the City's Building Code, the Licensee is required to meet certain conditions for their location and for its trailer. It is the responsibility of the Licensee, the Licensee's designers and contractors to be aware of the City's Building Code requirements. The list below is not all inclusive and was prepared to assist Licensee in development of their design plan for improvements to the site.

Type II Non-Combustible Construction (shipping containers)

Occupancy will trigger building permit.

There is a public restroom and portable hand sink requirement.

Counters and other improvements must be ADA compliant.

Must be compliant with municipal code 15-24-340

Non-combustible construction, shall be that construction in which all structural elements, including walls, bearing partitions, floors, ceilings, roofs and their supports, are of noncombustible materials but which are generally not fire protected except as required in Section 15-20-130. Fire retardant treated wood may be used in roof framing and roof sheathing of one-story buildings only. Subject to the provisions of Chapter 15-8, combustible material may be used in buildings of noncombustible construction for the following purposes:

Doors, door frames and bucks; Windows and window frames; Interior trim, including grounds and furring; Finished flooring and sleepers; Frames, platforms and aprons of exterior show windows, at street level; Handrails; Interior wall and ceiling finishes; Roof insulation; Exterior wall finishes, when in compliance with Sections 15-8-080 through 15-8-086.

Cooking Trailers and similar facilities

The proposed facility may be viewed as similar to a food truck and acceptable provided they pass Department of Public Health and Fire Department inspections.

Any electrical or plumbing connections for these trailers will be reviewed with DOB.

The Licensee shall provide a trailer which complies with these requirements: the License Agreement; the City of Chicago building codes; and Chicago Department of Public Health requirements. Licensee shall also reference the requirements from the <u>Department of Business Affairs and Consumer Protection-Mobile Food Vendor Licenses</u> and the <u>Department of Health Rules and Regulations Re: Riverwalk Food Establishments</u>.

If the Licensee has an existing trailer or other equipment or type of vehicle it would like to retrofit to comply with this program, photographs along with a specific description of the modifications proposed for compliance are to be presented to 2FM for review and approval. Other temporary facilities may be proposed for consideration and potentially approved by 2FM upon review if they fulfill the Guiding Principles of the Riverwalk and Appearance Requirements stated and do not require the use of motor vehicles daily. The Licensee shall be responsible for any permits and inspections from the Department of Buildings and Health Departments. No motorized vehicles are permitted on the Chicago Riverwalk.

Licensee will be required to submit table, chair and umbrella selections for approval and will be responsible for maintenance, storage and replacement as identified as part of the Agreement. Seating for persons with disabilities should be dispersed throughout the footprint. Tables should have a minimum clearance of 30" under tables and 30" between legs.

#### **Mobile Cart**

This unit is designed to be rolled from its operating location to a Licensee provided storage location within the Riverwalk (if available). Carts that require vehicles to transport them are not acceptable.

Licensee must provide drawings depicting what the cart will look like including cut sheets of the mobile unit being proposed. The body of the cart is to be a primary color (red, blue, black, yellow, etc.) and have protective corner angles and must be approved in writing by 2FM. If a canopy or awning is part of the design, it shall be supported by four metal supports, one at each corner of the cart.

The Licensee is responsible for securing the cart when it is not in use. 2FM in some instances may make available an area for cart storage, provided the carts can be moved safely through the pedestrian path. The availability of storage areas for Licensee use, if any, must be coordinated with and approved by 2FM on a case-by-case basis depending on location and the facilities available in the area and will be included in the Licensee Agreement. Licensee should include a plan for overnight storage and when not in use. Licensee must provide a plan for daily cleaning of the cart.

Depending on the type of food handling performed by the Licensee, the cart or trailer shall provide integrated sanitary facilities such as a hand sink, hot water, clean water storage tank and soiled water storage tank and any other facilities as may be required by 2FM and Department of Public Health and any other jurisdictions. The cart will be required to pass a Department of Public Health inspection prior to being placed in operation. Please reference the Rules and Regulations for Riverwalk Food Establishments.

For operation after dusk, in accordance with the Agreement, the Licensee's carts and facilities shall provide incandescent lighting in concealed locations to permit operation by the Licensee. Lighting shall

not be directed into the eyes of customers and shall be low glare type directed at work surfaces. Fixtures that minimize light pollution are recommended.

Upon obtaining 2FM approval for the use of a mobile cart, the Licensee shall submit drawings of new cart or trailer fabrication as well as existing facility modifications to 2FM and to any other jurisdiction as required by law for approval prior to fabrication or construction. The Licensee is responsible for all permits and Agreements required for installation and operation in the Chicago Riverwalk.

The carts or trailers components shall be maintained by the Licensee at all times during operation. Carts and trailers shall remain free of stickers, decals, signage, striping, graffiti, logos, banners, writing, etc. except as required or specifically approved by 2FM. Carts and trailers shall be refurbished or replaced at the Licensee's expense when they no longer maintain an acceptable appearance level at the sole discretion of 2FM.

## **RIVERWALK VENUE LIQUOR LICENSE ORDINANCE**

4-60-074. Riverwalk Venue liquor licenses - Special conditions.

(a) In addition to the other categories of licenses authorized under this chapter, the local liquor control commissioner may issue Riverwalk Venue liquor licenses. Provided, however, that no Riverwalk Venue liquor license shall be issued under this section unless: (1) the applicant holds a valid retail food establishment license and a valid retail consumption on premises liquor license at another location within the city; or (2) if the applicant does not hold a valid retail food establishment license and a valid retail consumption on premises at another location within the city; the location identified in the liquor license application has adequate plumbing facilities within the meaning of Section <u>7-38-030</u> and otherwise complies with all requirements of this code applicable to retail food establishments under Article I of Chapter 7-38 of this code, including all rules and regulations promulgated thereunder by the board of health.

(b) A separate Riverwalk Venue liquor license shall be required for each outdoor location from which sales of alcoholic liquor are made on the Chicago Riverwalk. In addition to the information required under Section <u>4-60-040</u>, an application for a Riverwalk Venue liquor license shall: (1) designate the specific site at which the applicant intends to sell alcoholic liquor; (2) designate any area where liquor will be sold, if such area is not part of a restaurant or tavern; and (3) designate the location at which the licensee will clean glasses and utensils used in the service of alcoholic liquor. The fee for a Riverwalk Venue liquor license shall be the same as the fee for a consumption on the premises-incidental activity license.

(c) Except as otherwise provided in subsection (k) of this section, Riverwalk Venue liquor licenses may authorize the sale of beer, wine and spirits at the approved location. Persons holding a Riverwalk Venue liquor license are authorized to serve alcoholic liquor indoors and outdoors at the approved location. Any approved location outdoors where alcoholic liquor is sold or served shall be clearly demarcated in a manner that effectively isolates such location from thru-traffic by non-patrons of the licensed venue.

(d) A Riverwalk Venue liquor licensee shall be subject to all provisions of this chapter with the following exceptions:

(1) Subsections (e) and (f) of Section 4-60-040; the 45-day review period of subsection (h) of Section 4-60-040; and Section  $\frac{4-60-050}{2}$ .

(2) A Riverwalk Venue licensee shall not be required to maintain facilities for the cleaning of glasses and utensils at the point of sale as otherwise required under subsection (a) of Section 4-60-100, if the licensee serves food and alcoholic liquor in disposable containers only.

(e) A Riverwalk Venue liquor licensee shall (1) maintain at the licensed venue adequate handicapaccessible portable toilet and hand-washing facilities distributed equally between genders and consisting of water closets or chemical closets equipped with a sink or hand-sanitizer-gel-dispensers; and (2) comply with all the health, sanitary and inspection requirements of Chapter 4-8 of this code. Provided, however, that item (1) of this subsection shall not apply if the licensed venue has toilet and hand-washing facilities meeting the applicable requirements of Sections <u>18-29-403.1</u> through <u>18-29-403.6</u> and Section <u>18-29-404</u>.

(f) No Riverwalk Venue licensee shall serve or permit the service of alcoholic liquor outdoors between the hours of 11:00 P.M. and 11:00A.M.

(g) (1) Except as otherwise provided in paragraph (2) of this subsection (g), no Riverwalk Venue licensee shall sell or offer for sale any package goods.

(2) A Riverwalk Venue license shall be permitted to sell or offer for the sale of packaged wine if the packaged wine is: (i) produced or manufactured by the licensee only, at a properly licensed location in Chicago other than the Chicago Riverwalk, by a business licensed to sell food and alcohol on the Chicago Riverwalk; and (ii) available only for purchase at the business location in Chicago where the packaged wine was produced or manufactured, or at any of the business's other Chicago locations, including its licensed location on the Chicago Riverwalk; and (iii) sold in a corked, unbroken and sealed 750 milliliter ("ml") glass bottle with an alcohol concentration between 5% and 20%; and (iv) affixed with a federally approved label; and (v) sold or offered for sale in compliance with all applicable Federal, State and local laws pertaining to such sales or offers; and (vi) purchased during the Riverwalk Venue licensee's normal business hours, but in no event, before 11 a.m. or after 9:00 p.m.; and (vii) before completion of any sale, placed for transport in an opaque carryout bag provided by the licensee; and (viii) not accompanied by the sale, giveaway or distribution of any drinking container or corkscrew or other opening device. It shall be unlawful for any Riverwalk Venue licensee to sell or to offer for sale packaged wine in violation of any requirement set forth in items (i) through (viii), inclusive of this paragraph (2) In addition, Riverwalk Venue licensees who sell or offer for sale packaged wine at their licenses venue shall have an affirmative duty to: (A) train their service staff to inform customers that it is illegal to drink alcoholic liquor on the Chicago Riverwalk, and (B) to post legible and clearly visible signage, in a conspicuous place on all venue exits and in each bay of operation, stating that: "All retail wine purchases are for off-site consumption only- No open containers beyond this point."

(h) No Riverwalk Venue licensee shall sell or offer for sale any food other than prepackaged and nonperishable foods as defined in Section <u>4-8-010</u>, unless (1) such food is prepared at a venue holding a valid retail food establishment license under Chapter 4-8 and the venue at which such food is prepared meets the requirements of Article I of Chapter 7-28 of this code, including all rules and regulations promulgated thereunder by the board of health; or (2) the location identified in the liquor license application has adequate plumbing facilities within the meaning of Section <u>7-38-030</u> and otherwise complies with all requirements of this code applicable to retail food establishments under Article I of Chapter 7-38 of this code, including all rules and regulations promulgated thereunder by the board of health. Foods prepared at a venue meeting the requirements of item (1) of this subsection may be refrigerated or heated, as applicable, and sold or offered for sale at a venue licensed under this section, if the applicable food handling and sanitation requirements set forth in Sections <u>7-38-005</u> through <u>7-38-025</u> are met.

(i) No Riverwalk Venue licensee shall sell or serve alcoholic liquor on the licensed premises unless regular food service is also available to patrons at all times that alcoholic liquor is sold or served. All drinks containing alcoholic liquor must be served and consumed on site.

(j) No Riverwalk Venue licensee shall allow seating at any bar located outdoors. Service bars only may be provided outdoors. Bars with seating may be provided indoors.

(k) No Riverwalk Venue licensee shall sell or serve spirits by the bottle.

(I) No Riverwalk Venue licensee shall broadcast music, announcements or other disruptive sounds or offer live music or entertainment between 8:30 P.M. and 11:00 A.M. or violate any limitation on noise or vibrations set forth in Chapter 11-4 of this code. Provided, however, that emergency broadcasts may be made.

(m) For purposes of this section:

"Approved location" means the location identified in the site plan submitted and approved for use in the original license application, unless notice of any proposed change is given to the department, 30 days in advance of the proposed change, and the proposed change is approved by the local liquor control commissioner.

"Chicago Riverwalk" has the meaning ascribed to the term in section 2-32-1300(a).

"Heated" means warmed in or on an oven, microwave, indoor or outdoor barbeque grill or similar object.

"Retail food establishment license" means a license issued under Chapter 4-8 of this code.

"Spirits" has the meaning ascribed to the term in Section <u>3-44-020</u>.

(Added Coun. J. 1-9-08, p. 18918, § 2; Amend Coun. J. 11-8-12, p. 38872, § 55; Amend Coun. J. 3-13-13, 47545, § 1002)

#### CONCESSION PROGRAM VENDOR VIOLATION REPORT

In the unanticipated event that a Licensee is not complying with the terms and conditions of the License Agreement, Standard of Service, Riverwalk policies, or common courtesy, 2FM and the property management team will issue a Violation Report. Multiple violations will be considered cause for default of the License Agreement.