

REQUEST FOR PROPOSALS (“RFP”)

**OPERATION OF CONCESSIONS ON THE
CHICAGO RIVERWALK COMMUNITY MARKETPLACE**

SPECIFICATION NO. 1319334

REQUIRED FOR USE BY:

**CITY OF CHICAGO
DEPARTMENT OF FLEET AND FACILITY MANAGEMENT (“2FM”)**



**PROPOSALS MUST BE EMAILED TO CHICGORIVERWALK@CITYOFCHICAGO.ORG AND
RECEIVED NO LATER THAN 4:00 P.M. CENTRAL TIME ON Wednesday, May 14, 2025**

LATE PROPOSALS WILL NOT BE CONSIDERED FOR SELECTION.

**BRANDON JOHNSON
MAYOR**

**JULIE HERNANDEZ - TOMLIN
COMMISSIONER**

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Request for Proposal (RFP)

Spec # 1319334, Operation of Concessions on the Chicago Riverwalk Community Marketplace

A. General Invitation

The City of Chicago (“City”) Department of Fleet and Facility Management (“2FM” or “Department”) hereby issues this Request for Proposals (“RFP”), inviting the submission of proposals from food and beverage, retail, arts and other businesses with the qualifications and expertise necessary to operate a concession at the Chicago Riverwalk Community Marketplace. This procurement is specifically looking to provide opportunities to businesses offering concession services reflective of the cultural diversity and neighborhoods of the City of Chicago on the Chicago Riverwalk. Minority and Women owned businesses are strongly encouraged to respond.

For the purposes of this RFP, “Commissioner” refers to the Commissioner of 2FM. “Respondents” or “Proposers” is defined as the entity who submits their response to this RFP. The documents submitted will be referred to as “Proposals.” The City is currently looking for Respondents interested in operating in the Chicago Riverwalk Community Marketplace. The sale of alcohol is not permitted in the Community Marketplace. The Riverwalk Community Marketplace map of the site and site description and diagram of available kiosks are shown in Exhibit 1 to this RFP.

To be considered, please send a complete Proposal and if required, a redacted copy in PDF format. The redacted proposal submission must be clearly labeled “Redacted proposal.” Submittals can be emailed to ChicagoRiverwalk@cityofchicago.org with “Proposal to Operate Concessions in the Chicago Riverwalk Community Marketplace” in the subject line.

B. THE CHICAGO RIVERWALK

1. Riverwalk Overview

The Riverwalk is a 1.25-mile-long path adjacent to the south bank of the Main Branch of the Chicago River which enhances residents’ and visitors’ enjoyment of Chicago. The Department envisions a mix of recreational, entertainment, food and beverage and retail facilities on the Riverwalk, creating a vibrant area to be enjoyed by residents, tourists, and visitors alike. It runs parallel to Wacker Drive from Lake Street to Lake Shore Drive. Exhibit 1 shows Locations that will be available for the operations of concessions pursuant to this RFP. The Riverwalk has four distinct “districts” that describe and define the character of the space.

The Esplanade District

This district of the Riverwalk extends from Lake Shore Drive to Michigan Avenue. It includes the connection to the Lake Front Trail at Lake Shore Drive. It is a pedestrian path surrounded by landscaping with a few concessionaires including Urban Kayaks, Island Party Hut and Boat, the Northman Beer & Cider Garden and Chicago’s First Lady Cruises. It neighbors the Lake Shore East community which has many residents. This district is not included in this RFP.

The Civic District

This district is the heart of the Riverwalk and connects the Esplanade District at Michigan Avenue to State Street. Within this District is the Michigan Avenue bridge. The McCormack Bridge House and Chicago

River Museum operated by the Friends of the River is within the southwest tower of the Michigan Avenue bridge house. This district also includes the Vietnam Veterans Memorial Plaza between Wabash and State Streets. Current vendors include O'Brien's Riverwalk Café, Chicago Brewhouse and The Community Marketplace vendors; ChiBoys Café. The locations formerly occupied by Chiboys, Feed Your Head, Chiya Chia and Colores Mexicanos are included in this RFP as their License Agreements have expired.

The Arcade District

The section of Riverwalk from State Street to Franklin Street is referred to as the Arcade District. This section was constructed by the Chicago Department of Transportation between 2014 through 2016. Each block was designed to reflect various river typographies named, the Marina, the Cove, the River Theater, the Water Plaza, the Jetty. The stretch is more modern and urban than the Esplanade or Civic Districts. This new addition has energized the Civic and Esplanade Districts and brought a great deal of positive attention to the Chicago Riverwalk as a whole. Current vendors include City Winery, Tiny Tapp & Café, Chicago Water Taxi, Sweet Home Gelato, Downtown Docks, Chicago Electric Boat Company and Chicago Cycle boats. This district is not included in this RFP.

The Confluence District

The area between Lake Street and Franklin Street is known as the confluence where the Main, North and South and Branches of the Chicago River meet. This district is not included in this RFP.

The Concession Program on the Chicago Riverwalk has been very successful. [Exhibit 6](#) shows year end revenues generated from the Community Market Place vendors in 2022, 2023, and 2024.

2. Concession Opportunity Locations

Opportunities for the operations of concessions are available in the Civic District at five Community Market Place Locations:

- Location 1: 65 East Riverwalk South in the Kiosk Type A (Retail)**
- Location 2: 65 East Riverwalk South in the Kiosk Type A (Retail)**
- Location 3: 65 East Riverwalk South in the Kiosk Type B (Food & Beverage)**
- Location 4: 65 East Riverwalk South in the Kiosk Type B (Food & Beverage)**
- Location 5: 65 East Riverwalk South in the Kiosk Type B (Food & Beverage)**

On-site storage will be limited. A storage area is adjacent to 35 East Riverwalk and in 31 East Riverwalk. Lower Wabash and Lower Wacker is designated as loading area for the Civic and Arcade Districts of the Chicago Riverwalk. Loading and unloading of materials and equipment between Michigan Avenue and Wabash Avenue is accessible via Lower Wacker Drive and adjacent to 65 East Riverwalk south. (See [Exhibit 7](#) for greater detail).

Civic District Opportunities:

65 East Riverwalk South - (West of Michigan Avenue)

In order to expand the concessions program and showcase local Chicago owned businesses which highlight the City's rich culture, the Department completed significant infrastructure improvements to expand the pedestrian walkway and allow local businesses to showcase their

craft in pop-up venues. Seven kiosks have been activated since 2019 establishing this corridor as a Riverwalk destination. Each kiosk will be considered a "Location."

3. Responsibilities

Operator

The selected Licensee(s) will assume complete responsibility for the development and operations of their Location(s) on the Riverwalk. This location is included in the Chicago Riverwalk Community Marketplace. The responsibilities may include, but are not limited to:

- A. Operation of a retail or cultural programming (e.g. Cultural or educational experiences)concession must obtain and keep current all required local, state, and federal permits, licenses and certifications for operating a business;
- B. Furniture, Fixtures and Equipment (FF&E)
 - a. Purchase, storage, maintain, repair and replacement
 - b. All FF&E will remain property of the Operator
 - c. Includes, but is not limited to, all FF&E used for:
 - i. Holding, presenting, receiving, selling, storing and transporting merchandise;
 - ii. All inventory and point of sale equipment;
 - iii. PCs and other office equipment;
 - iv. Cabinets, chairs (dining and office), display cases, filing cabinets, host/hostess stands and tables
 - v. Keeping Location in a clean, safe, and attractive condition at all times;
- C. Audits: On an annual basis, prepare and provide to the City a year-end balance sheet, statement of profit or loss, and statement of cash flows for the preceding fiscal year. This audit shall also include a certification of operating revenues and expenses, and net operating income for that fiscal year. This information shall be submitted to the City no later than March 1 of the following year and shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP). This information must be accompanied by an independent auditor's report prepared by an independent certified public accountant licensed by the State of Illinois. Records: The Operator, its vendors, subcontractors and affiliates shall keep records relating to their operation of the Location. All records shall be made available to the City upon request.
- D. Accounting
 - a. Maintain full, accurate, and complete financial and accounting books, records and reports regarding the design, build-out, and operation of the Location. Maintain all records and accounting in accordance with GAAP.
 - b. Financial calendar is (January 1- December 31)
 - c. All financial and accounting books, records, and reports shall be made available to the City within fifteen (15) business days of request.
- E. Reporting
 - a. Keep current and accurate reports regarding the design and build-out of the restaurant and concession kiosk;
 - b. Keep current and accurate reports regarding the operation of the concession;
 - c. All reports shall be made available to the City within fifteen (15) business days of request;
 - d. Monthly revenues reports are required during the season (May – October).
- F. Personnel
 - a. Select, hire, train, furnish, deploy, discipline, discharge, and supervise all employees, agents, subcontractors, and independent contractors deemed necessary or required

by the Operator in order for the Operator to perform the services. Also, the Operator shall assume full responsibility for the actions of all personnel and shall be solely responsible for their supervision, daily direction and control, remuneration, severance pay and claims, withholding taxes, insurance, social security and all other actions related to the Operator's services. Further, all personnel provided by the Operator will be deemed to be employees of the Operator and will not for any purpose be considered employees of the City.

- b. Comply with all applicable laws concerning the hiring and employment of personnel, including the Federal and State of Illinois Equal Employment Opportunity Regulations, and the prevailing wage rate statutes.
- c. Perform background checks on all employees including criminal background checks, a check against the national sex offender database, fingerprinting, and such other checks as may be required by applicable law.
- d. All personnel records, reports and background checks shall be made available to the City within fifteen (15) business days of the request.

Role of The City

The Department will oversee Riverwalk activities, including but not limited to, Concessions, filming, programmed events and public assemblies on behalf of the City, and coordinate on behalf of the Licensee(s) with other City departments on matters from regulatory compliance and permitting to programming events and other activities. The City is responsible for the maintenance and repair of:

- a. The Riverwalk pathway
- b. Riverwalk landscaping
- c. Stairway between the Riverwalk and Upper Wacker Drive
- d. Public restrooms
- e. Public seating areas
- f. Fountains
- g. Path lighting
- h. Storage area at Wabash
- i. Parking at Wabash
- j. Snow removal and de-icing of the path and stairways
- k. Not unreasonably withholding any required approvals
- l. Flood clean-up and restoration
- m. Trash in common areas

C. SUBMISSION, SELECTION AND CONTRACTING PROCEDURES

Respondents who are able to demonstrate experience and expertise in the operations of concessions that provide food and beverage, retail, cultural or educational services are encouraged to respond to this RFP.

4. Schedule

The City has adopted the following schedule for the submittal of Proposals in response to this RFP:

April 14, 2025	Advertise RFP
April 22, 2025	Pre-Proposal Conference Meeting
April 25, 2025	Deadline for written questions by 4:00 p.m. CDT

April 30, 2025

Addendum issued, if required

May 14, 2025

Due Date for proposals no later than 4:00 p.m. CDT

4.1 Proposal Due Date and Time

Proposals shall be submitted as a PDF and formatted on 8½" x 11" letter size paper in order to be considered for the award of a License Agreement. Respondents must submit their Proposals no later than **4:00 p.m. on Wednesday, May 14, 2025**. Late proposals will not be considered for selection.

4.2 Proposal Submittal Delivery

A table of contents or tabs with the same sections and a numbering scheme as listed below should be utilized to organize the response. Proposals not containing the information as requested in this section may be deemed non-responsive. If required, a redacted PDF proposal must be provided and must be labeled "Redacted Proposal" for Proposals that contain trade secrets or other proprietary data. The original proposal must be clearly marked "Original." Proposals shall be emailed to chicagoriverwalk@cityofchicago.org with the Subject line as "Proposal to Operate Concessions in the Chicago Riverwalk Community Marketplace".

4.3 Transparency

Consistent with the City's practice of making available all information submitted in response to a public procurement, all proposals, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this solicitation, and any information or documentation presented to the City as part of negotiation of a contract or other agreement may be made publicly available through the City's Internet website or upon request.

Respondents may designate those portions of the Proposal which contain trade secrets or other proprietary data ("Data") that Respondents desire remain confidential.

To designate portions of the Proposal as confidential, Respondent must:

1. Mark the cover page as follows: **"This Proposal includes trade secrets or other proprietary data." The cover must indicate that it is a redacted copy, and if entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Respondent must also submit an explanation as to why information is being redacted.**
2. Mark each sheet or Data to be restricted with the following legend: **"Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Proposal."**
3. Provide a redacted copy of the entire Proposal or submission in PDF format for posting on the City's website, with a separate cover letter identifying the basis for claiming each item of redacted information as exempt from disclosure under the Illinois Freedom of Information Act (5 ILCS 140). Respondent is responsible for properly and adequately redacting any Data which Respondent desires to remain confidential. **The cover must indicate that it is a redacted copy, and if entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. The respondent must also submit an explanation as to why information is being redacted.**

Indiscriminate labeling of material as “Confidential” may be grounds for deeming a Proposal as non-responsive.

All Proposals submitted to the City are subject to the Freedom of Information Act. The City will make the final determination as to whether information, even if marked “Confidential,” will be disclosed pursuant to a request under the Freedom of Information Act or valid subpoena. Respondent agrees not to pursue any cause of action against the City with regard to disclosure of information.

4.4 Pre-Proposal Meeting

The Department will conduct a Pre-Proposal meeting on Tuesday, April 22, 2025 at 10:00 a.m. at 2 North LaSalle Street, Chicago, Illinois, Mezzanine Level. All interested parties are welcome to attend. City representatives will describe the program and answer questions during the pre-proposal meeting. Respondents are to rely solely upon this RFP and any subsequent addenda in preparing their proposals; statements made at the Pre-Proposal meeting are not binding upon the City. The City also strongly encourages Respondents to visit the Riverwalk prior to or after attending the Pre-Proposal meeting. Attendees must register to attend the pre-proposal meeting by emailing your name, name of your business, and telephone number to chicagoriverwalk@cityofchicago.org no later than 4:00 p.m. CT, no later than Friday, April 18, 2025. Walk-ups may not be permitted to enter the building. A confirmation email will be sent including the name of the specific conference room.

Interpretation and Questions Regarding the RFP

Attendance at the Pre-Proposal meeting is not mandatory. Should you require an interpretation or clarification of the RFP outside of the pre-proposal meeting, you must submit your question(s) via e-mail to: ChicagoRiverwalk@cityofchicago.org with the Subject: Request for Proposals Spec #1319334.

Only e-mailed questions will be accepted and questions must be submitted prior to close of business on Friday, April 25, 2025. Written answers to the questions, as well as any clarifications, interpretations or changes to the RFP, will be provided in one or more addenda to the RFP. Addenda will be transmitted directly to Respondents that have registered as holders of this RFP. Register by sending contact information to ChicagoRiverwalk@cityofchicago.org. Please be advised that you are not to rely on any explanation, clarification, interpretation, approval or answer made or given in any manner by any representative of the City other than a written addendum to this RFP.

4.5 City’s Right to Cancel, Reject or Reissue this RFP

The City reserves the right to reject any or all Proposals, to invite new proposals or take such other course of action as the City deems appropriate at the City’s sole and absolute discretion. More specifically, the City reserves the right to:

- Waive any informality in any Proposal or proposing procedure.
- Reject any portion(s) of a Proposal.
- Reissue the RFP with or without modification.
- Select multiple Proposals.
- Conduct simultaneous, competitive negotiations with two or more Respondents.
- Negotiate all Proposal elements.

Any one or more of the following causes may be considered sufficient for rejection of a Respondent’s Proposal regardless of Respondent’s qualifications with respect to the other Evaluation Criteria set forth in Section F below:

- Evidence of collusion among Respondents.
- Non-responsiveness as determined by the City in its sole judgment and discretion.
- Default or arrearage on any contract or obligation with the City or other government entity, including debt contract, as surety or otherwise.
- Submission of a Proposal that is incomplete, conditional, ambiguous, obscure, or containing alterations or irregularities of any kind.
- Submission of a concession, attraction or programming concept determined by the City, in its sole discretion and judgment, to be inconsistent with the goals and objectives of the Riverwalk program.
- Evidence of improper lobbying efforts toward members of City Council and/or officers or employees of the City.
- Failure to comply with the terms and conditions of this RFP.

This list of causes is not exhaustive, and the City reserves the right to reject any Proposal in the City's sole and absolute discretion:

4.6 Consent to Review and Verification

The City's determination of a Respondents' responsibility, responsiveness and qualification will be based on information provided by the Respondent in its Proposal, including its Economic Disclosure Statement and Affidavit ("EDS") (if and as requested by the City), interviews (if any) and other sources that the City deems pertinent to the assessment and verification of the information provided by the Respondent. A contract will not be awarded until the City has completed such assessment and verification. By submitting its Proposal, Respondent agrees to permit and cooperate with any such assessment and verification.

4.7 Interviews of Respondents

The City may, at its discretion, schedule one or more interviews with any Respondent to discuss specific issues related to their Proposal. The City will determine the dates and times of such interviews and Respondents will be given reasonable notice.

4.8 Costs of Proposals

All costs incurred by Respondents in preparation of its Proposal and participation in the procurement process through the award of a contract, if any, will be borne by the Respondents. The City is not responsible for any Respondent's costs associated with this RFP.

4.9 Ownership of Proposals

All Proposals and any supplementary material that may be provided by Respondents or requested by the City will become and remain the property of the City.

4.10 Award and Execution of a Contract

The City intends to enter into multiple License Agreements with qualified and responsible Respondents who, in the City's sole judgment, provides the best overall Proposal for a particular location. The City is not required to select the Proposal with the highest projected compensation to the City. The City will select a Respondent based on all factors described in Section F. Evaluation Criteria.

All timely responses to this RFP will be reviewed and evaluated by an evaluation committee appointed by the Commissioner, which will recommend to the Commissioner Respondent(s) for tentative award of a contract. Upon the Commissioner and Budget Director's concurrence, the Commissioner has the authority

by City Council to execute one or more License Agreements. Businesses are allowed to submit proposals for multiple locations, but will only be awarded one license agreement for a specific location.

4.11 Disclaimer

The information contained in this RFP, including any attachments, exhibits, appendices and addenda that may be issued, is provided to assist prospective Respondents in the preparation of Proposals. Respondents should familiarize themselves by personal investigation or such other means as may be necessary with respect to the conditions affecting this opportunity. The information provided in this RFP has been obtained from sources thought to be reliable, but the City and its elected officials, officers, employees, agents and contractors are not liable for the accuracy of the information or its use by prospective Respondents.

4.12 Title VI Solicitation Notice

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

D. KEY BUSINESS TERMS AND GENERAL CONDITIONS

5.1 Term of License agreement

A three-year term with two possible one-year extension option. Submissions with longer terms proposed will not be considered.

The City intends to award the contracts as quickly as possible to allow operations to begin in summer 2025.

5.2 Compensation to the City

In consideration of the rights and privileges to be granted to the selected Respondent by the City, the selected Respondent will pay a fee (“Concession License Fee”) as compensation to the City in accordance with the terms and conditions of the License Agreement and in the RFP. The Concession License Fee means all amounts payable by selected Respondent to the City as set forth in the License Agreement, to be paid in monthly installments for the term of the License Agreement.

The Concession License Fee varies depending on the kiosk size.

Kiosk Type A: Retail

May	\$750.00
June	\$750.00
July	\$750.00
August	\$750.00
September	\$750.00
October	\$500.00

Kiosk Type B: Food & Beverage

May	\$1,000.00
June	\$1,000.00
July	\$1,000.00
August	\$1,000.00
September	\$1,000.00
October	\$750.00

The monthly license fees should be an amount to cover the costs of the common area maintenance of the Community Market Place Corridor which will be performed by the City of Chicago. The monthly fee is for each kiosk.

5.3 Operations and Maintenance

5.3.1 Operating Hours

Consistent with City public park hours and Section 10-36-145 of the Municipal Code of the City of Chicago, the City expects the Riverwalk to be open to the public from 6:00 a.m. to 11:00 p.m. CT, 7 days a week, 365 days a year, with seasonally appropriate concession operating hours. Licensees will be required to commit to a specific schedule of operating hours. Operators are required to be open consistently with the term outlined in the License Agreement. Riverwalk concession vendors typically operate May through October, dates of operation are approved by the Commissioner.

5.3.2 Operational Requirements

Operational requirements for the location shall include, but not be limited to, the following:

The City expects that concessions will be offered each operation day as outlined in the License Agreement and as described in the RFP. There is the understanding the Operator may need time to set up operations which will be negotiated during the RFP phase of the procurement. Hours of operation are specific to the concession being offered and will be negotiated during the RFP phase of the procurement.

The City will provide landscaping maintenance, janitorial services, power washing, clean-up in the event of flooding, snow removal, and trash collection in the common areas. The Licensee(s) will maintain their Location on the Riverwalk, all equipment and other personal property neat, clean, in good order and good operating condition. The Licensee shall ensure that the site is always clean, attractive, and sanitary. The Licensee is expected to secure their site or kiosk and items contained within the site or kiosk. Licensee is expected to meet all Department of Health and Department of Business Affairs and Consumer Protection codes, rules, regulations and all other Laws and requirements.

Trash collection and disposal will also be at a designated location established by the City.

The City has high standards for its public spaces and wants to ensure good working order of the included amenities. In order for the Riverwalk to be appealing to the public, it must be clean and safe.

5.3.3 Storage and Delivery

On-site storage will be limited. Loading and unloading of materials and equipment between Michigan Avenue and Wabash Avenue is accessible via Lower Wacker Drive and adjacent to 65 East Riverwalk south. See Exhibit 7 – Temporary Parking for Delivery.

5.3.4 Parking

Customer and employee parking is not available, but there are many paid parking facilities in the area.

5.3.5 City Reporting Requirements

Licensee must comply with City reporting requirements as outlined in Section 3.E, including but not limited to, estimated customers (both paying and non-paying), sales and revenue reports, and average retail sales by square feet. Monthly reports requesting other information may be requested by the City.

5.4 Utilities

The City will provide connections to power and wi-fi. Other connections cannot be guaranteed. Cost for utilities will be included in the monthly license fee. The City makes no promise on the availability of utilities at any location within the Riverwalk.

5.5 Compliance with Public Accommodation Laws

The Licensee must comply in all respects with applicable building codes, laws and regulations regarding non-discrimination in public accommodations and commercial facilities including, without limitation, the requirements of the Civil Rights Act of 1964 ("Civil Rights Act") and the Americans with Disabilities Act of 1990 ("ADA"), as amended, and all regulations, Executive Orders, and federal guidance issued to implement the Civil Rights Act and the ADA.

The Riverwalk is open to the public, except as authorized by the Commissioner. An eight-foot wide, ADA-accessible, continuous walkway must be maintained for the entire length of the Riverwalk at all times. Additionally, the Licensee's area of business must be ADA accessible.

5.6 Insurance Requirements

The License Agreement will require that the Licensee maintain workers' compensation, commercial liability (including product liability), automobile liability and builder's risk insurance throughout the term of the License Agreement. Coverage must be sufficient and appropriate for intended purposes of Riverwalk; the City, in its sole discretion, will determine the minimum levels of coverage required. All insurance policies will name the City as an additional insured on a primary non-contributory basis. See Exhibit 5 for the insurance limits.

5.7 Conformity with Laws

5.7.1 False Statements

(a) 1-21-010 False Statements

Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, qualifications, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than \$500.00 and not more than \$1,000.00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

(b) 1-21-020 Aiding and Abetting.

Any person who aids, abets, incites, compels, or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

(c) 1-21-030 Enforcement.

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

5.7.2 Inspector General

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

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

5.7.3 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).

5.7.4 Minimum Wage

All Licensees will be expected to comply with the minimum wage Ordinance. For more information see: [City of Chicago :: Minimum Wage](#).

E. PROPOSAL SUBMITTAL REQUIREMENTS

6. Overview

Submittals must be electronic and submitted via email in PDF format. The Proposal must include details for the following items organized and clearly labeled in the order stated below:

1. Cover Letter and Executive Summary stating the site being proposed
2. Site Specific Concessions Operations Plan
3. Qualifications and Experience Statement- including three (3) Professional References
4. Compensation to the City Including Projected Annual Sales, Net Income and Cash Flows
5. Opinion of Legal Counsel
6. Conflicts
7. Exceptions
8. Executed Proposal Affidavit
9. EDS Certificate(s) of Filing
10. Audited or unaudited financial statements from the previous three (3) years

6.1 Cover Letter- Executive Summary

- A. Outline the number of years Respondent has been in business and identify Respondent's legal name, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, partnership, etc.), the names of its principals or partners, and whether Respondent is authorized to do business in the State of Illinois. If Respondent is a business entity comprised of more than one (1) legal entity, Respondent must identify all legal entities so comprising Respondent; it must identify each entity's respective ownership percentage of Respondent; and Respondent must summarize the role, degree of involvement

and experience of each such separate entity; if the Respondent is a new team being assembled for the purpose of responding to this RFP, describe how the various members of the team will coordinate to achieve the City's goals for the Riverwalk;

- B. Indicate the name, mailing address, email address, and telephone number(s) of the principal contact for oral presentation or negotiations;
- C. Explain Respondent's understanding of the City's intent and objectives and its approach to achieving those objectives;
- D. Provide a brief summary of the qualifications, experience and background of the team and its committed Key Personnel;
- E. Respondent must identify any exceptions or objections it has to the City's sample License Agreement ("LA"), a copy of which will be provided in Exhibit 10 to this RFP. The City may from time to time revise the LA because of the short term of the Season or any changes that are not anticipated. The City will not accept or entertain any exceptions or objections to the LA at any time after Proposal submittal except and only to the extent the City subsequently makes a material change to a substantive provision of the LA.

Respondents, including any individuals or entities that are partners or members in a joint venture, LLC or other business organization submitting a Proposal must complete the EDS on-line and include their certificate of filing with the Proposal, or filed online. If Respondent is a limited liability company, a copy of the operating agreement signed by an authorized member or manager of the limited liability company must be attached. Each member of the limited liability company must execute a separate EDS. In addition, the City may require additional EDS documentation from any entities involved in the operation.

Note that the EDS forms are to be included with the Proposal.

6.2 Site-Specific Concession Operations Plan

For each Location that the Respondent proposes to operate, it must provide; a site design plan with total square footage indicating the footprint to be occupied, a list of operational requirements, including utilities, and also a location/area specific operations plan which includes documentation that describes Respondent's plans for providing food & beverage, cultural and/or educational concessions.

This section should include, but is not limited to, the following:

- A. Concession

- Detailed description and explanation of the service of concession being proposed for the Location, including sample menu and description of proposed entertainment schedule and anticipated prices.
 - Explanation of how the Proposal provides a unique Chicago experience on the Chicago Riverwalk.
 - Explanation of how the programming described in the proposal will draw people to the Riverwalk and assist the City in creating the Riverwalk as a desired downtown destination.
- B. Concession Look -Design
- Site plan, including square footage, elevations, and concept renderings of the build-out of the restaurant and show concession layout.
 - Design plan of site with proposed concession, including detailed description of look and feel especially in context with Riverwalk District and the Guiding Principles in Exhibit 8.
 - Description of furniture and any amenities being brought to the site that will complement the daily operations of the concession being proposed.
- C. Implementation Plan
- Anticipated date to begin operations
 - Local hiring plan for staff
 - Proposed schedule for set-up prior to beginning operations explanation of anticipated schedule of seasonal operations.
- D. Operations Plan
- Explanation of year-round or seasonal operations
 - Hours of Operation
 - How the concession being proposed will activate the space, including entertainment.
 - Anticipated schedule of deliveries
 - List of daily, weekly and monthly needs from City.
 - Explanation of how the concession complies with Guiding Principles in Exhibit 8.
 - Detailed description of how the concession will convince Riverwalk patrons to visit or patronize the neighborhood location and experience the entire community.
- E. Green-Sustainability Plan
- Development and implementation of an environmentally friendly plan of daily operations, including but not limited to, recycling program.
 - Maintenance of the Location in an orderly, clean and safe fashion and a plan that makes use of environmentally friendly methods of operations, cleaning and activities in order to protect the Chicago River and its wildlife.

- Landscaping where possible that provides a strong feeling of nature and greenery in an urban context to supplement existing landscape of the Riverwalk.
- Explanation of other sustainable opportunities for operations, programming, etc.

6.3 Qualifications and Experience Statement

Respondents must clearly demonstrate relevant experience in the operation and management of concessions in similar facilities to the Chicago Riverwalk, waterfronts, parks, publicly accessible open spaces and other recreational, cultural, educational designations etc. (“Services”). If applicable, reference should be made to meeting challenges and conditions at the Riverwalk or similar to those at the Riverwalk, e.g. seasonal operations, limited access routes, temporary facilities, etc. Respondents must describe in detail their qualifications and specialized experience necessary to provide the Services. This description should also include the proposed organizational structure, lists of key personnel and description of all personnel who will provide the Services. Specific experience and resumes of the individuals who will be directly involved in the daily operations of concessions on the Riverwalk are also requested.

Please provide at least three (3) references that are familiar with Respondent's current operations. The City prefers that Respondents provide individuals that are the Respondent’s primary contact for day-to-day issues in their operations. The format for references is provided in [Exhibit 3](#).

6.4 Compensation to the City including Projected Sales, Projected Expenses, Net Income and Cash Flow Statements

Please complete the forms provided as [Exhibit 9](#)- Compensation to the City.

The information of The Community Market place revenues generated in 2022,2023, and 2024 is provided in [Exhibit 6](#).

Respondents are to provide a good faith estimate of the expected annual gross sales, cost of sales, operating expenses, net income and cash flow for the relevant Season.

Respondents are encouraged to include any data available or projections on how their proposal can provide an indirect financial benefit to the City.

6.5 Conflicts

If applicable, Respondent must provide a statement and information regarding conflicts of interest as described in the Evaluation Criteria. This information will not be counted against the page limit of the proposal.

6.6 Exceptions

If you take exception to any requirements of this RFP, including its attachments, please provide them at the tab indicated. Please provide the requirement, nature of the exception and explanation. Exceptions will be considered in the evaluation of the Proposals. Acceptance of a Proposal does not imply agreement to any exceptions stated by a Respondent, but does indicate the City's desire to reach mutually agreeable terms through negotiation. **The City will not accept any exceptions to any requirements set out in this RFP during contract negotiations that were not raised in the Proposal.**

6.7 Proposal Affidavit

The form of the affidavit is provided in Exhibit 4. Respondent must include an executed Proposal Affidavit with its Proposal acknowledging that: a) Respondent has received all sections and materials comprising the RFP, including any addenda; b) the Proposal is based on all of the terms and conditions stated in the RFP; and c) the Respondent agrees to develop and operate concessions on the Riverwalk in the manner stated in its Proposal. Alterations, additions or any other modification to the form of the Proposal Affidavit will not be accepted and may result in rejection of the Proposal.

6.8 Economic Disclosure Statement and Affidavit ("EDS")

The Business Information Statement does not supplant, supersede or otherwise replace the EDS required by the Chicago Municipal Code and Illinois statute. Respondents, including any individuals or entities that are partners or members in a joint venture, LLC, or other business organization submitting a Proposal must complete the EDS on-line and include their certificate of filing with the Proposal.

The on-line EDS is found at:

http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic_disclosurestatementseds.html

For the purposes of completing an EDS for this RFP, the "Requesting Department" should be 2FM.

Proposers have an ongoing obligation to update the EDS throughout the evaluation period until award, and if awarded a concession License, throughout the term of the License.

6.9 Financial Statements

Respondents must submit the following financial statements to the City; Complete financial statements including a balance sheet, income statement and statement of cash flows, prepared in accordance with generally accepted accounting principles, for the most recent three (3) complete financial statements. Footnote disclosures must accompany the year-to-date financial statements. If available, financial statements audited or certified by an independent certified public accountant should be provided; otherwise, a

notarized statement certifying the accuracy of the financial information and signed by an officer of the proposing entity must accompany the financial information.

If the proposing entity is a subsidiary of another entity, then the financial information described in the preceding paragraph must be provided for the parent entity.

For Respondents who organize or intend to organize as a corporation, partnership, LLP, LLC or joint venture specifically to respond to this RFP, complete financial information as described above must be submitted for each majority-in-interest partner, LLC/LLP member, joint-venture partner or shareholder.

The City reserves the right to obtain, at its own expense, a Dun and Bradstreet report or other credit report on Respondent, its partners, affiliates and team members, to facilitate financial evaluation of the Proposal.

F. Evaluation Criteria and Scoring (100 Total Points)

All Proposals will be reviewed and evaluated by an Evaluation Committee appointed by the Commissioner. The Evaluation Committee will make a recommendation to the Commissioner regarding award of the Agreement to a qualified Respondent that offers the most favorable Proposal to the City for any Location or Locations. However, this RFP does not obligate the City to fill all Locations and the City may issue a new RFP for some or all Locations if it determines that doing so is in the best interest of the City. Upon concurrence by the Commissioner and the Budget Director, the City will enter into contract negotiations with that Respondent. In the event that the City and the selected Respondent are unable to conclude negotiations on the terms and conditions of the License Agreement, the City may initiate negotiations with another Respondent offering the next most favorable Proposal for such Location (s) as determined by the City.

The City reserves the right to seek additional information from any or all Respondents responding to the RFP including, without limitation, meeting with one or more Respondents. The City also reserves the right to identify finalists and conduct interviews of those finalists prior to recommendation by the Evaluation Committee. The specific evaluation criteria are listed below.

Site Specific Concession Operations Plan

30 points

The Committee will consider the Respondent's proposed plan of operations and amenities proposed for the Location, including:

- The ability of the types of services offered to enhance residents' and visitors' enjoyment of the Riverwalk by creating a vibrant area.
- Food and beverage, recreational, cultural and education services or retail being proposed that provide an experience that are unique and along with the Guiding Principles of the Riverwalk.
- Schedule of entertainment included as an additional amenity to regular operations.
- Hours of operation being proposed to activate the space.

- The fees it proposes to charge the public, if any.
- Promotion of tourism resulting from operations.
- The aesthetics of the proposed amenities to develop the Location.
- The quality and creativity of the Respondent's plan for the development of the Location.
- The quality, creativity and thoughtfulness of the proposed site improvements, including capital improvement which will further activate the space and draw visitors and make the Riverwalk more enjoyable.
- Ideas to beautify the Location with landscaping, seating areas, lighting, and other decorative elements.

Implementation Plan

20 points

The Committee will consider the Respondent's proposed plan to build the facility and amenities proposed for the Location, including:

- Description of the steps required to execute the proposed design;
- The schedule of work for site improvements being proposed in order to open as soon as possible;
- Strategy behind the hiring plan to ensure that staff is reflective of the City's population.

Respondent Experience and Qualifications

20 points

The Committee will consider the Respondent's experience and qualifications based on an assessment of:

- Number of years of operation of such service;
- Number of customers and experience in previous years;
- Experience level and number of Respondent's employees;
- Local hiring plan for seasonal staff;
- Actual Riverwalk experience or experience at similar locations.

Green Sustainable Plan

20 points

The committee will evaluate the proposal to maintain the Location using environmentally friendly methods and to protect the Chicago River and its wildlife, including but not limited to:

- Use of energy efficient amenities.
- Development and implementation of an environmentally friendly plan of daily operations, including recycling program for the Location.
- Maintenance of the Location in an orderly, clean and safe fashion and a plan that makes use of environmentally friendly methods of operations, cleaning and activities in order to protect the Chicago River and its wildlife.
- Collection and disposal of all trash and recycling, including providing receptacles for recycling and picking up all loose or blowing trash.
- Landscaping where possible/applicable that provides a strong feeling of nature and greenery in an urban context.

Projected Annual Sales, Net Income and Cash Flows

10 points

Evaluation of this criterion is based on the Respondent’s projected annual sales and estimated net income and cash flows for the term of the license. If the Respondent is a certified not-for-profit or educational institution, please respond with a proposal on compensation that fits your appropriate business model and explain how your proposal will draw people to the Riverwalk.

Financial Capacity & Legal

Respondent Organization & Financial Statements

Pass or Fail

The Evaluation Committee will assess the company organization and financial condition of the Respondent and if applicable, equity owners, and entity in the chain of ownership. The evaluation Committee will consider the completeness and accuracy of each Respondent’s Proposal.

Legal Actions

Pass or Fail

The Evaluation Committee will consider any and all material legal actions, losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses suffered or incurred and arising from or in connection with Respondent’s operations, and if applicable, equity owners and any entity in the chain of ownership. Respondents must not be in default or arrearage under any previous or existing contract(s) with the City, the State of Illinois or any political subdivision of the State of Illinois. The City reserves the right to disqualify any Respondent or any constituent entity of a Respondent that has pending litigation or claims with the City. If a Proposal includes a subcontractor, sublessee or supplier that has pending litigation claims with the City, the City, in its sole authority and discretion, may determine that such litigation or claims may adversely affect the ability of the parties to work together effectively under the contract contemplated by the RFP and reject the Proposal on that basis.

Conflict of Interest

Pass or Fail

The Evaluation Committee will consider any information regarding a Respondent, including information contained in a Respondent’s proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise the Respondent’s ability to successfully perform the proposed services or undermine the integrity of the competitive procurement process. If any Respondent has done any work for the City in researching, consulting, advising, drafting, or reviewing this RFP or any work related to this RFP, such Respondent may be disqualified from further consideration

G. Exhibits

- Exhibit 1- Location Description
- Exhibit 2- Company Profile Information
- Exhibit 3- Company References
- Exhibit 4- Affidavit
- Exhibit 5- Insurance Requirements
- Exhibit 6- Community Market Place Revenues
- Exhibit 7- Temporary Parking for Delivery
- Exhibit 8- Riverwalk Concession Handbook
- Exhibit 9- License Fee
- Exhibit 10- Concession License Agreement
- Exhibit 11- MCC 2-51 Fleet and Facility Management

Exhibit 1

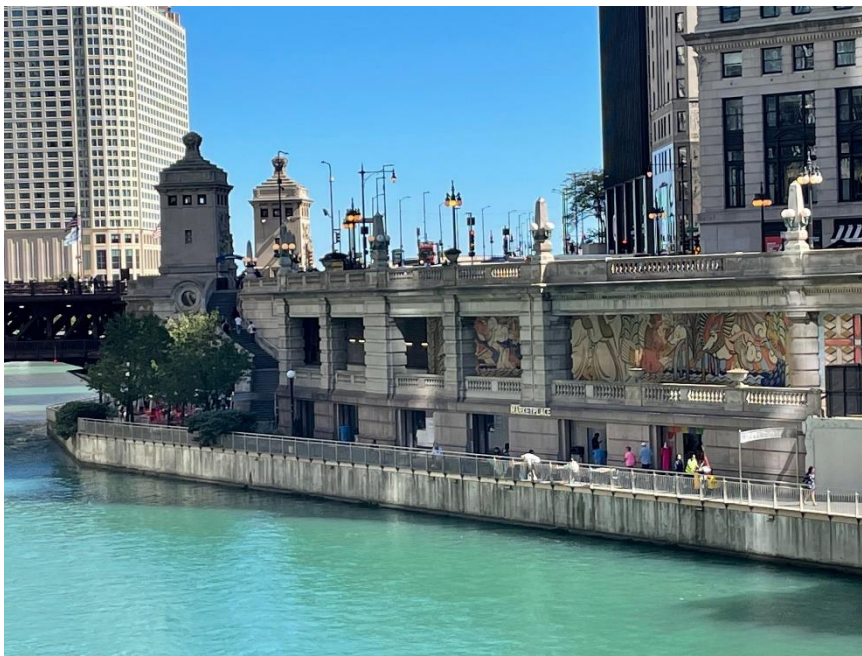
Location Description

65 East Riverwalk South - (West of Michigan Avenue)

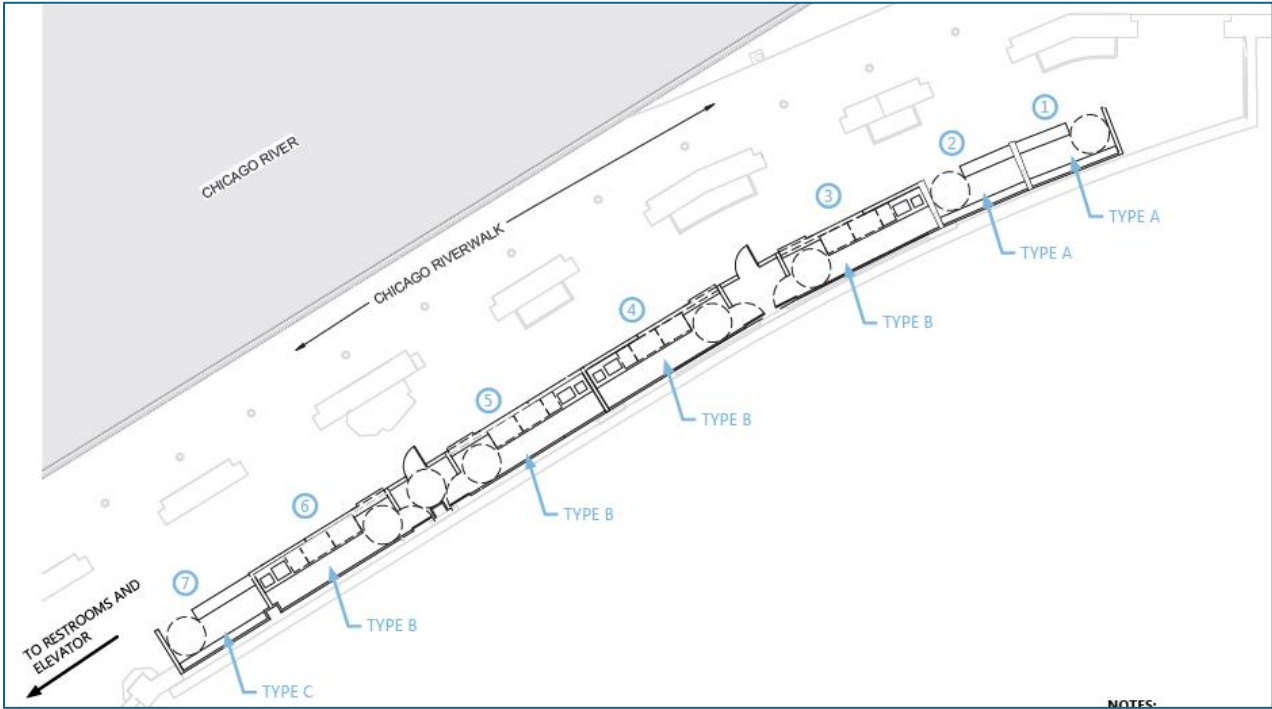
This section of the Riverwalk was constructed in 2019. In order to expand the concessions program and showcase local Chicago owned businesses which highlight the City's rich culture, the Department completed significant infrastructure improvements to expand the pedestrian walkway and allow local businesses to showcase their craft, in pop-up venues. Each kiosk will be considered a "Location."

The sale of alcohol is not permitted within the Community Marketplace. Food and non-alcoholic beverages are being requested in addition to retail.

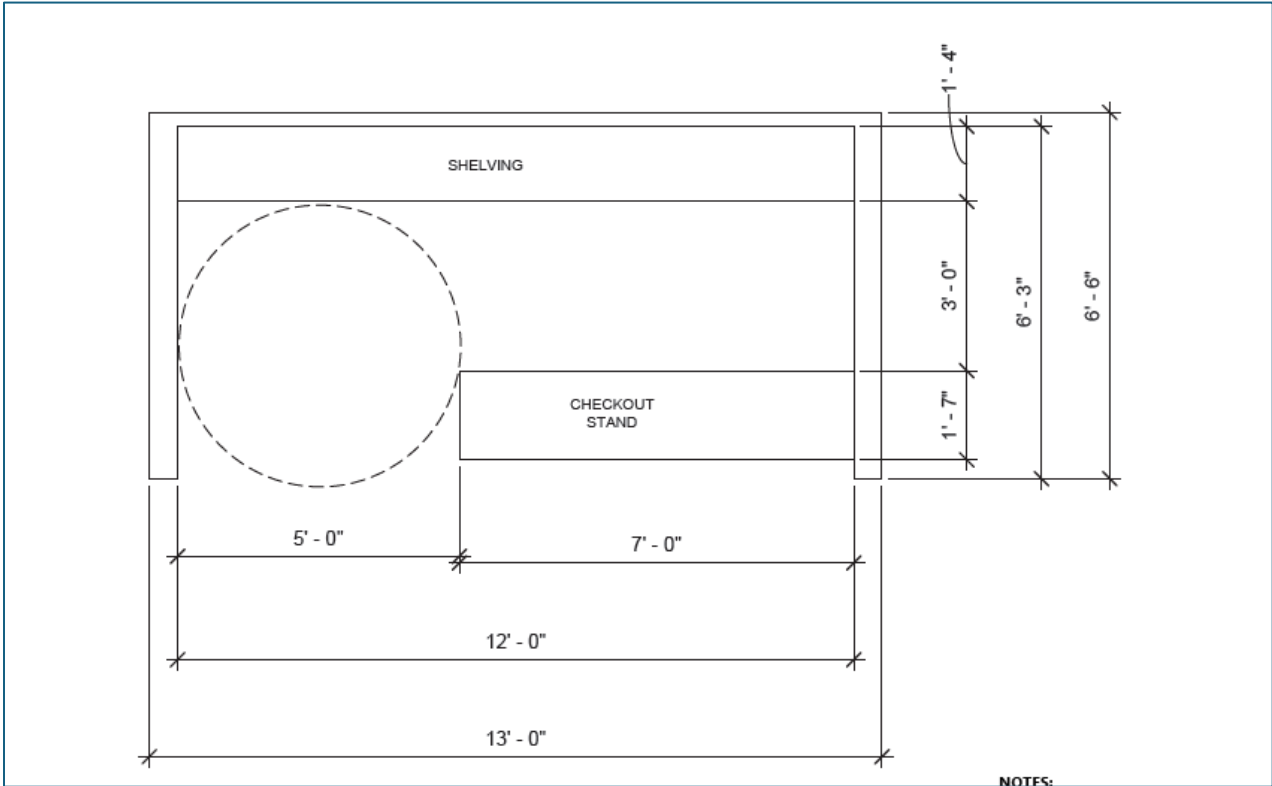
The Community Marketplace is located on the south bank of the Chicago River between Michigan Avenue and Wabash.



COMMUNITY KIOSK LAYOUT



KIOSK A & C LAYOUT



KIOSK B LAYOUT

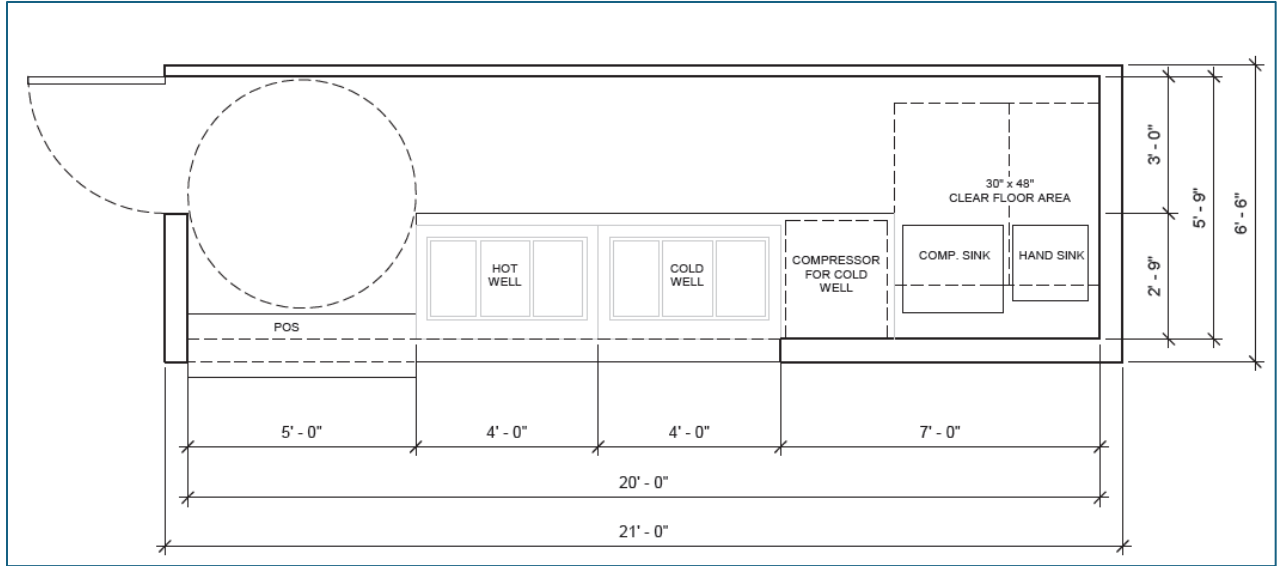


EXHIBIT 2

COMPANY PROFILE INFORMATION

Submit a completed company profile information sheet for prime and each joint venture partner(s), as applicable.

1. Legal Name of Firm: _____
2. Doing Business under Other Company Name?
If yes, Name of Company: _____
3. Headquarters Address: _____
4. City, State, Zip Code: _____
5. Web Site Address: _____
6. Number of Years in Business: _____
7. Total Number of Employees: _____
8. Total Annual Revenues by last 3 full fiscal years:
2022: _____
2023: _____
2024: _____

Identify participants in Respondent’s “Team.” For example, if Respondent is a business entity that is comprised of more than one legal participant (e.g., Respondent is a general partnership, joint venture, etc.), then Respondent must identify or cause to be identified all participants involved, its respective ownership percentages, and summarize the role, degree of involvement, and experience of each participant separately.

Provide a chronological history of all mergers and/or acquisitions involving the Respondent team members, including all present and former subsidiaries or divisions and any material restructuring activities, if applicable. Include any such forthcoming actions, if such disclosure has already been made generally available to the public and is permitted by law.

If Respondent is a joint venture or partnership, attach a copy of the joint venture or partnership agreement signed by an authorized officer of each partner. Each partner must execute:

Separate Economic Disclosure Statement and Affidavit (“EDS”) completed by each partner and one in the name of the joint venture or partnership.

Insurance certificate should be in the name of the joint venture or partnership business entity.

COMPANY QUALIFICATIONS

Submit the Qualification and Experience Statement summary below:

9. Summarize past qualifications and specialized experience:
10. Describe experience operating a concession:
11. List all Chicago Neighborhood festivals, street fairs and any other events that provided experience operating a concession and the corresponding years of participation in each:
12. Confirm your understanding of acquiring and meeting all Department of Health certifications and requirements:
13. Describe any other experience or qualifications appropriate to achieve the goals and objectives the Chicago Riverwalk concessions program:
14. Explanation of overall strategy and methodology for successfully implementing the concession:
15. Describe proposed methods and techniques for assessing and measuring customer needs, wants, preferences, and degree of satisfaction:
16. Describe personnel, applicable technologies, and other resources available for implementing the Services; providing in detail whether resources are proprietary or outsourced:
17. List and describe existing establishments, include photos and menus:
18. Reference and describe how to meet challenges and conditions at the Riverwalk or similar challenging locations with seasonal operations, limited access routes, temporary facilities, etc.
19. Explain any other experiences that make you especially qualified to operate in the Marketplace of the Chicago Riverwalk.

RIVERWALK MARKETPLACE CONCESSION CONCEPT

This section should include, but is not limited to, the following:

20. Describe in detail and explain the concession or services to be offered on at the Marketplace:
21. Provide proposed Menu and Pricing:
22. Explanation of how Concession is reflective of the neighborhood or the cultural diversity of the City of Chicago:
23. Describe how the concession will convince Riverwalk patrons to visit or patronize the neighborhood location and experience the entire community:
24. Explain how the concession concept provides a unique Chicago experience on the Chicago River:
25. Describe flexibility to include new and interesting menu items to provide a variety of offerings:
26. Any other information that the Review Committee should know about the Respondent's experience, expertise, and qualifications.

EXHIBIT 3

COMPANY REFERENCES

Submit a completed client profile information sheet for each company reference. Provide a minimum of three (3) references.

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS:

1. In what capacity have you worked with this firm in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable) Score: _____

COMMENTS:

3. How would you rate the firm's flexibility relative to changing requirements and emergent needs?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable) Score: _____

COMMENTS:

4. How would you rate the dynamics/interaction between the firm and your staff?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable) Score: _____

COMMENTS:

5. How satisfied are you with the products provided by the firm?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable) Score: _____

COMMENTS:

6. What is your level of satisfaction with reporting materials produced by the firm?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable) Score: _____
COMMENTS:

7. With which aspect(s) of this firm's services are you most satisfied?

COMMENTS:

8. With which aspect(s) of this firm's services are you least satisfied?

COMMENTS:

9. Would you recommend this firm's services to your organization again?

COMMENTS:

EXHIBIT 4

AFFIDAVIT

The undersigned Respondent hereby submits to the City of Chicago ("City") Department of Fleet and Facility Management ("Department") the Proposal enclosed, to develop and operate concessions on the Chicago Riverwalk ("Riverwalk") based upon all terms and conditions set forth in the City's Request for Proposal ("RFP"), as it may have been amended in one or more addenda thereto. Respondent further specifically agrees hereby to provide goods and services in the manner set forth in the Proposal.

1. Respondent intends that the City rely on the Respondent's submitted information and the representation that Respondent has the capability to successfully undertake and complete the responsibilities and obligations described in the Proposal and the License Agreement, ("Agreement") to be executed by the City and Respondent, if Respondent is awarded this concession, and Respondent understands the City will so rely.
2. Respondent acknowledges that the City has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by the Respondent.
3. Respondent acknowledges that Respondent has read and fully understands all the provisions and conditions set forth in the RFP and considers the project feasible.
4. Respondent has the capability to successfully undertake and complete the responsibilities and obligations contained in the Proposal.
5. Respondent acknowledges that this Proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the date and time responses to this RFP are due to be submitted to the City, as set forth in the RFP documents.
6. The City reserves the right to reject any and all proposals, to withdraw the RFP, to reissue the RFP, to enter into negotiations with any and all respondents, and to accept that proposal which in its judgment will provide the best concept for utilization of the Riverwalk.
7. Respondent agrees that this Proposal constitutes an offer valid for a period of 90 days following the Due Date set forth in the RFP and any addenda thereto.
8. Respondent solely will bear all costs incurred by Respondent in connection with the preparation and submission of this Proposal and with Respondent's costs associated with any negotiations with the City. Under no circumstances shall the City be responsible for any costs associated with Respondent's submittal or negotiations of any agreement with the City.
9. Respondent acknowledges that the City will not recognize brokers with regard to the licenses offered by the RFP and will not be responsible for any fees, expenses or commissions purported to arise from the execution of any license related to this RFP. Respondent agrees to hold harmless the City from any claims, demands, actions or judgments in connection with any broker fees, expenses or commissions.
10. Respondent acknowledges that the City may conduct various investigations of the Respondent's business experience, financial responsibility, and character. Respondent agrees to permit and cooperate with any such investigations.

11. Respondent warrants that: 1) Respondent, and any entities under its control or entities that control it, have had no part in the preparation of the documents that comprise this RFP; 2) Respondent has not in any manner directly or indirectly, conspired with any person or party to compete unfairly or compromise the competitive nature of the RFP process; 3) the contents of this Proposal as to lease, terms or conditions have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business, prior to the official opening of this Proposal; and 4) Respondent has not engaged in any activities in restraint of trade in connection with this RFP.

Name of Respondent (Legal Name):

Signature of Authorized Person: _____

Title: _____

Business Address of Respondent: _____

Business Phone Number: _____

Date: _____

County of _____

State of _____

Signed and sworn before me this ___ day of _____, 20__.

Notary Signature:

My Commission Expires:

Affix Seal

EXHIBIT 5

INSURANCE REQUIREMENTS

Concessions on the Chicago Riverwalk

A. INSURANCE REQUIRED

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

- 1) Workers Compensation and Employers Liability (Primary and Umbrella)
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident; \$500,000 disease-policy limit and \$500,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

Vendor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

- 2) Commercial General Liability (Primary and Umbrella)
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City must be provided additional insured status with respect to liability arising out of Vendor's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Vendor's acts or omissions, whether such liability is attributable to the Vendor or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Vendor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Vendor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

- 3) Automobile Liability (Primary and Umbrella)
When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be

maintained by the Vendor with limits of not less than \$500,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insured on a primary, non-contributory basis.

Vendor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Vendor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) Liquor Liability

When applicable, Liquor Liability ("Dram Shop") Insurance must be obtained with limits of not less than \$1,000,000 per occurrence. Coverage must include but not be limited to the following: off-site coverage, assault and battery coverage, and common law. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the services.

6) Property

Vendor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned, rented, or used by Vendor and for loss or damage to property in the Vendor's care, custody and control.

B. Additional Requirements

Evidence of Insurance. Vendor must furnish the City of Chicago, Department of Fleet and Facility Management, Attn: Bureau of Asset Management, 30 North LaSalle Street, Suite 300, Chicago, IL. 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Vendor must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Licensee, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Vendor must advise all insurers of the Agreement provisions regarding

insurance. The City in no way warrants that the insurance required herein is sufficient to protect Vendor for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Vendor to comply with required coverage and terms and conditions outlined herein will not limit Vendor's liability or responsibility nor does it relieve Vendor of the obligation to provide insurance as specified in this Agreement.

Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal.

Vendor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Vendor.

Waiver of Subrogation. Vendor hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Vendor's insurer(s).

Vendor's Insurance Primary. All insurance required of Vendor under this Agreement shall be endorsed to state that Vendor's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Vendor's Liabilities. The coverages and limits furnished by Vendor in no way limit the Vendor's liabilities and responsibilities specified within the Agreement or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Vendor under this Agreement.

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

Insurance and Limits Maintained. If Vendor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company.

If Vendor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Vendor. If Vendor desires additional coverages, the Vendor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Vendor shall name the Subcontractor(s) as a named insured(s) under Vendor's insurance or Vendor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Vendor. Vendor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Vendor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City on an additional insured endorsement form acceptable to the City. Vendor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Vendor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Vendor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

Exhibit 6 **Community Market Place Revenues**

The Community Market Place annual revenues can be found below for the 2022, 2023,

and 2024 Season.

2024

Vendor	Total Revenue	Taxes	Gross Sales	Visitors
Marketplace Vendors				
ChiBoys	\$ 58,295.00	\$ 5,427.55	\$ 52,867.45	961
Chi Boys Café	\$ 50,978.02	\$ 5,099.88	\$ 45,878.14	5,612
Colores Mexicanos	\$ 50,346.81	\$ 4,668.11	\$ 45,678.70	2,150
Feed Your Head	\$ 79,078.72	\$ 8,759.33	\$ 70,319.39	-
Chiya Chia	\$ 331,913.14	\$ 32,874.37	\$ 299,038.77	25,030

2023

Vendor	Total Revenue	Taxes	Gross Sales	Visitors
Marketplace Vendors				
Neighborly	\$ 142,513.25	\$ 13,185.72	\$ 129,327.53	7,209
ChiBoys	\$ 129,069.04	\$ 12,013.25	\$ 117,055.79	3,089
Chi Boys Café	\$ 48,871.84	\$ 4,967.78	\$ 43,904.06	5,346
Colores Mexicanos	\$ 37,816.97	\$ 3,866.63	\$ 33,950.34	1,950
Feed Your Head	\$ 47,268.47	\$ 4,535.70	\$ 42,732.77	-
Chiya Chia	\$ 226,612.43	\$ 21,915.70	\$ 204,696.73	17,294

2022

Vendor	Total Revenue	Taxes	Gross Sales	Visitors
Marketplace Vendors				
Neighborly	\$ 76,827.64	\$ 7,122.94	\$ 69,704.70	3,849
ChiBoys	\$ 96,778.73	\$ 8,880.19	\$ 88,418.00	2,363
Colores Mexicanos	\$ 49,013.94	\$ 4,551.49	\$ 44,572.46	1,900
Freddies	\$ 11,782.20	\$ 1,380.08	\$ 11,206.40	1,296
Feed Your Head	\$ 29,641.93	\$ 2,821.81	\$ 26,820.12	1,422
Chiya Chia	\$ 87,770.99	\$ 8,141.36	\$ 79,629.63	6,438

Exhibit 7

Temporary Parking for Delivery

On-site storage will be limited. Loading and unloading of materials and equipment between Michigan Avenue and Wabash Avenue is accessible via Lower Wacker Drive and adjacent to 65 East Riverwalk south.



1
WEST ON LOWER WACKER, APPROACHING WEST ACCESS POINT



2
WEST ON LOWER WACKER, WEST ACCESS POINT



3
WEST ACCESS POINT



4
EAST ACCESS POINT

Storage





Exhibit 8

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.

Access

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 programming
- 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. Any person who violates this subsection shall be fined not less than \$50.00 nor more than \$500.00 for each offense. Each day that a violation continues shall constitute a separate and distinct offense to which a separate fine shall apply. Section 10-36-145

(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-of-business 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 Chicago Department of Public Health Rules and Regulations for Food Service 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)

Furniture

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.
- 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.
- 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
- 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 South Coast Air Quality Management District (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 FloorScore-certified and constitutes a minimum of 25% of the finished floor area

- Carpet and carpet cushion meets the requirements of the Carpet and Rug Institute (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 EPA FIFRA-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 Safer Products and Practices for Disinfecting and Sanitizing Surfaces guide 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 California Air Resources Board's (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:

- Biopreferred
- 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:

1. Design Plan describing in detail the thematic concept for the Location.
2. Implementation Plan with a detailed schedule for constructing the site improvements.

Submission Requirements for construction are:

1. Cover letter describing the nature and scope of the project.
2. Proposed schedule for all elements of work.
3. Plan showing the location of site within the Riverwalk.
4. Drawings and documents, including cut sheets of major elements or finishes.

5. Preliminary floor plan showing interior and exterior design including materials and finishes.
6. Landscaping plan surrounding the Location.
7. Storefront elevation and section showing storefront concept.
8. Proposed graphics, signage, materials and finishes.
9. 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 Department of Buildings Self-Certification 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:

- a. One copy of the applicable City of Chicago Building Permit
- b. One copy of the approved drawings, stamped by the City of Chicago, Department of Buildings
- c. One copy of the Insurance Certificate

- d. 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:

- a. Providing a weekly look ahead schedule. Depending on the scope of work included in the site improvements, 2FM may require weekly construction meetings.
- b. Maintaining the Riverwalk path safe, fully ADA compliant and accessible, and providing necessary resources and equipment for pedestrian traffic control as needed
- c. Ensuring that any construction debris is not visible to path users
- d. Maintaining a clean and sanitary job site
- e. No advertising signage for the contractors is allowed on construction fencing

Post Construction Inspection and Documentation

“As built” submissions shall include:

- a. Complete and accurate as-built drawings signed by the contractor/ builder of all work provided within the Location.
- b. 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.
- c. Copies of all reviews, sign-offs and other items pertaining to construction of the Improvements.
- d. A statement certified by the Licensee detailing the costs for the improvements.
- e. If applicable, a copy of the approved Certificate of Occupancy.
- f. 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:

1. Cover letter describing the nature and scope of the project.
2. Proposed schedule for all elements of work.
3. Plan showing the location of site within Riverwalk.

4. Drawings and documents, including cut sheets of major elements or finishes.
5. Preliminary floor plan showing interior and exterior design including materials and finishes.
6. Landscaping plan surrounding the Location.
7. Storefront elevation and section showing storefront concept.
8. Proposed graphics, signage, materials and finishes.
9. 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.

1. Type II Non-Combustible Construction (shipping containers)
 - a. Occupancy will trigger building permit.
 - b. There is a public restroom and portable hand sink requirement.
 - c. Counters and other improvements must be ADA compliant.
 - d. Must be compliant with Chicago Construction Codes
 - e. 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 13-60-100. Fire retardant treated wood may be used in roof framing and roof sheathing of one-story buildings only.
 - f. Subject to the provisions of Chapter 13-60, combustible material may be used in buildings of noncombustible construction for the following purposes:
 - i. Doors, door frames and bucks;
 - ii. Windows and window frames;
 - iii. Interior trim, including grounds and furring;
 - iv. Finished flooring and sleepers;
 - v. Frames, platforms and aprons of exterior show windows, at street level;
 - vi. Handrails;
 - vii. Interior wall and ceiling finishes;
 - viii. Roof insulation;
 - ix. Exterior wall finishes, when in compliance with Sections 13-160-040
2. Cooking Trailers and similar facilities

- a. 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.
- b. 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 Department of Business Affairs and Consumer Protection- Mobile Food Vendor Licenses and the Department of Health Rules and Regulations Re: Riverwalk Food Establishments.

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 liquor license at another location within the city, the location identified in the liquor license application has adequate plumbing facilities within the meaning of Section 7-38-030 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 4-60-040, 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 4-60-050.

(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 handicap-accessible 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 18-29-403.1 through 18-29-403.6 and Section 18-29-404.

(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 non-perishable foods as defined in Section 4-8-010, 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 7-38-030 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 7-38-005 through 7-38-025 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.

(l) 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 3-44-020.

(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.

Exhibit 9

License Fee Compensation to the City

License Agreement Term	License Fee	Estimated Gross Revenues	Estimated Operating Costs
Year One:			
Year Two:			
Year Three:			
Extension Year 1:			
Extension Year 2:			

Exhibit 10

LICENSE AGREEMENT

This **LICENSE AGREEMENT** (the “**Agreement**”) is made as of _____ (the “**Effective Date**”), by and between the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government (the “**City**”), acting by and through its Department of Fleet and Facility Management, having its principal offices located at 2 North LaSalle Street, Chicago, Illinois 60602, and _____ (“**Licensee**”), a corporation having its principal offices located at _____

RECITALS

WHEREAS, the City is the owner of the Chicago Riverwalk located on the south bank of the main branch of the Chicago River (the “**Riverwalk**”); and

WHEREAS, Licensee is a successful respondent to the City’s RFP Specification #1319334 dated April 14, 2025 to operate a concession on the Riverwalk; and

WHEREAS, Licensee wishes to perform concession operations as further described in Exhibit A attached hereto (“**Services**”) in accordance with the terms and conditions of this Agreement, and the City has agreed to Licensee’s performance of the Services upon the terms and conditions set forth this Agreement in _____ and storage area _____ (the “**Location**”). The Location is depicted in Exhibit B attached hereto; and

WHEREAS, the Services shall be limited to the Location and no other access or activity shall be permitted without prior written City consent;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

2. **Grant.** Subject to the terms and conditions set forth herein and the Master LA, which is incorporated by this reference, the City hereby grants to Licensee a license to the Location for the sole purpose of allowing Licensee to perform the Services. The items that Licensee may sell from the Location and the prices at which such items may be sold are set forth in **Exhibit C** attached hereto. The Agreement

granted hereunder extends to, and Licensee shall be responsible for, its agents, employees, contractors, subcontractors, consultants, invitees, guests, vendors, patrons and any other parties who enter the Location at Licensee's direction or with Licensee's consent (Licensee's agents, employees, contractors, subcontractors and consultants, collectively, "**Agents**"). Licensee shall be responsible for ensuring that all Agents comply with Licensee's obligations under this Agreement, and non-compliance by any Agent shall be deemed to be non-compliance by Licensee. This Agreement is subject to all easements, encroachments, covenants, restrictions of record and not shown of record, and any other title encumbrances or defects affecting the Location.

For convenience of reference only, a term sheet is attached hereto as **Exhibit D**. Such term sheet does not supersede, amend or modify any of the terms, covenants provisions or conditions set forth in the body of this Agreement or in its exhibits.

3. **Term.** The term of this Agreement ("**Term**") shall begin on the Effective Date and shall terminate on _____. Prior to entering the Location, Licensee shall provide proof of insurance as required by Section 8 of this Agreement, and copies of any necessary permits or approvals as required under Section 6 of this Agreement.

4. **Cost.** Licensee shall be responsible for all costs and expenses associated with the Services without City reimbursement.

5. **Compliance with All Laws.** Licensee and its Agents shall comply at all times with any and all applicable municipal, county, state, federal or other statutes, laws (including common law), ordinances, codes, rules and regulations (collectively, "**Laws**"). Contract provisions that are required to be included in this Agreement by any such Laws shall be deemed included.

6. **Permits and Approvals.** Prior to entering the Location, Licensee must secure, or cause its Agents to secure, at its sole cost and expense, all necessary permits and governmental approvals, including any approvals needed from the Coast Guard and Harbor Master if applicable, required to perform the Services. Licensee understands that this Agreement shall not act as a substitute for any such permits or approvals that may be required. Licensee shall provide copies of all required permits and approvals to the City prior to entering the Location.

7. **Indemnification.** Licensee shall indemnify, defend and hold the City, its officers, officials, employees, agents and representatives (collectively, the "**City Parties**"), harmless from and against any and all actions, claims, suits, complaints, demands, legal or administrative proceedings, losses, damages, debts, liens, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs and expenses (including, without limitation, attorneys' fees, consultants' fees and court costs) (collectively, "**Claims**"), of whatsoever kind and nature, including without limitation, any and all environmental Claims occurring in connection with or arising out of the Services, made or asserted by any third parties for injury, including personal injury or death of any person or persons, and for loss or damage to any property, occurring in connection with, or in any way arising out of or incident to (a) any and all acts or omissions, or alleged acts or omissions of Licensee, its Agents or any other person entering the Location at Licensee's direction and/or on Licensee's behalf during the Term and (b) any entry upon or use of the Location or performance of the Services by or on behalf of Licensee or its Agents and (c) the failure of Licensee or its Agents to pay contractors, subcontractors or material suppliers in connection with this Agreement. The indemnification provided herein will be effective to the maximum extent permitted

by Law and is not limited by any amount of insurance required under this Agreement. If the Services include construction work, then Licensee's duty to indemnify the City shall be limited in accordance with the Construction Contract Indemnification for Negligence Act (740 ILCS 35/0.01 et seq.).

Licensee shall be solely responsible for the defense of any and all Claims against the City Parties pursuant to the foregoing Licensee indemnity obligation, including without limitation, claims by any Agent of Licensee. The City shall have the right, at its sole option, to reasonable consultation in connection with the defense of any such Claims, without relieving Licensee of its obligations hereunder.

Licensee shall promptly provide, or cause to be provided, to the City of Chicago, Department of Law, 121 N. LaSalle Street, Room 600, Chicago, IL 60602, copies of such notices as Licensee may receive of any Claims for which the City Parties are entitled to indemnification hereunder and to give the City Parties authority, information, and assistance for the defense of any such Claims.

This Section 7 shall survive the expiration or termination of this Agreement (regardless of the reason for such termination).

8. **Insurance.** The insurance requirements are set forth in Exhibit E attached hereto.

9. **Inspection and Work.** Licensee agrees to carefully inspect, or cause its Agents to carefully inspect, the Location prior to commencing any activities on the Location to ensure that such activities will not damage the Location or any surrounding Location, structures, utility lines or subsurface lines or cables. Licensee and its Agents shall take all reasonable safety precautions to ensure that the Services will not pose a danger to the public or have a negative impact on the neighboring community, including, without limitation, adequately securing the Location throughout the Term. Licensee and its Agents shall perform the Services in a good and workmanlike manner with due care and diligence, and in accordance with all applicable Laws. Licensee and its Agents shall keep the Location and any adjoining sidewalks and streets free of debris and materials and generally in a clean and safe condition throughout the Term. Licensee and its Agents shall limit their activities to those reasonably necessary to perform the Services. The City reserves the right to inspect the Services throughout the Term. Neither Licensee nor its Agents shall conduct any activity on the Location that may in any manner injure the health, safety and welfare of the public, diminish the value of the Location or the Riverwalk, interfere with City operations, or violate any Laws, including, without limitation, any Environmental Laws (as hereinafter defined).

10. **Obligation to Restore the Location.** Upon completion of the Services, Licensee shall promptly restore the Location to the same or better condition existing as of the Effective Date. Licensee shall remove all personal property, trash, wastes and debris placed on the Location by Licensee or its Agents. Licensee shall dispose of all trash, wastes and debris in accordance with all applicable Laws, including without limitation, all applicable Environmental Laws (as hereinafter defined). Any personal property, trash, wastes or debris left by Licensee on or about the Location shall be considered abandoned and may be disposed of in the City's sole discretion. Licensee agrees to pay for any removal or disposal costs the City may incur with respect to this Agreement. The City shall be reimbursed for all sums it pays in connection with this Agreement. Such reimbursement shall occur within fifteen (15) days of such City payment, with interest accruing from the date of such City payment at the rate of 12% per annum. Licensee shall be responsible for any damage to the Location or any surrounding location, structures, utility lines or subsurface lines or cables caused by the acts or omissions of Licensee or its Agents, including but not

limited to, vandalism or misuse of the Location, and shall undertake any repairs necessitated by such acts or omissions. This Section 10 shall survive the expiration or earlier termination of this Agreement.

11. **No Liens.** Licensee shall not cause or permit any lien or encumbrance, whether created by act of Licensee or its Agents, operation of law or otherwise, to attach to or be placed upon the City's title or interest in the Location. In case of any such lien attaching, Licensee shall immediately pay and remove such lien. If Licensee fails to pay and remove any lien, the City, at the City's election, may, but is not obligated to, pay and satisfy same, and all sums so paid by the City shall be reimbursed by Licensee within fifteen (15) days of such payment with interest from the date of payment at the rate of 12% per annum.

12. **Reports.** Licensee agrees to promptly deliver to the City copies of all reports, surveys, field data, correspondence and analytical results prepared by or for Licensee regarding the condition of the Location if such documentation is prepared as part of the Services. Licensee agrees to promptly deliver to the City copies of all financial reports throughout the term and an end of term financial report due no later than thirty days after the end of the Term.

13. **No Representations or Warranties; Release of City Parties.** The City makes no warranties or representations, express or implied, of any kind, as to the structural, physical or environmental condition of the Location or the suitability of the Location for any purpose whatsoever including, but not limited to, the Services. Licensee, on behalf of itself and its Agents, agrees to enter upon the Location in the Location's "as is," "where is" and "with all faults" condition and at Licensee's own risk. Licensee, on behalf of itself and its Agents, acknowledges that it is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or any of the City Parties with respect thereto. Licensee, on behalf of itself and its Agents, hereby releases, relinquishes and forever discharges the City and all City Parties from and against any and all Claims that Licensee or any of its Agents now have or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, based upon, arising out of or in any way connected with, directly or indirectly, (a) the structural or physical condition of the Location, (b) any easements, encroachments, covenants, restrictions of record and not shown of record, and any other title defects; and (c) any entry upon or use of the Location by or on behalf of Licensee or its Agents.

14. **Right to Terminate.** Notwithstanding anything to the contrary contained herein, either party may terminate this Agreement for any reason upon prior written notice of at least five (5) but up to ninety (90) days to the other party. In addition, in the event of any material breach of this Agreement by Licensee the City shall provide Licensee with prior notice and a reasonable opportunity to cure any such breach or obligation hereunder, and thereafter the City shall have the right to order Licensee to immediately cease all activities on the Location and to immediately vacate the Location until such breach is cured or the City may immediately terminate this Agreement and pursue any and all remedies available at law or in equity. The City also reserves the right to terminate this Agreement pursuant to Section 26 hereof.

15. **Amendment.** This Agreement may not be amended, extended or modified without the written consent of all of the parties hereto.

16. **Captions.** The section headings in this Agreement are inserted for convenience of reference only and shall not in any way affect the meaning or construction of the Agreement.

17. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties and supersedes any prior oral or written agreements with respect to the matters stated herein.

18. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute one and the same instrument. A facsimile, electronic, or photocopy signature shall have the same legal effect as an original signature.

19. **No Other Rights.** This Agreement does not give Licensee any other right with respect to the Location, including, but not limited to, closure of the Riverwalk or streets, or use of equipment, sidewalks or other public thoroughfares. Any rights not specifically granted to Licensee by and through this Agreement are reserved exclusively to the City.

20. **No Further City Obligations.** The execution of this Agreement does not obligate the City or the City Parties to provide Licensee or Licensee's Agents with any other assistance. Without limiting the generality of the foregoing, the City shall not provide any security, maintenance, or custodial services that may be required by Licensee to undertake the Services on the Location.

21. **Security; Full Liability.** Licensee assumes all legal and financial responsibility and liability for any and all uses of the Location by Licensee or Licensee's Agents. Licensee shall be responsible for properly securing and safeguarding Licensee's personal property. Licensee acknowledges that the City has no security responsibilities with respect to Licensee's personal property under this Agreement. This **Section 21** shall survive the expiration or earlier termination of this Agreement.

22. **No Principal/Agent or Partnership Relationship.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

23. **No Drugs.** Licensee agrees that no illegal drugs of any kind or nature shall be sold, given away, or consumed on the Location by Licensee or its Agents.

24. **Alcohol.** The sale of alcohol will be allowed in accordance with the Terms and Conditions of the Chicago Riverwalk Liquor License Ordinance, subject to the prior written approval of the Commissioner of the City's Department of Fleet and Facility Management.

25. **Coordination and Oversight.** Licensee shall coordinate with the Department of Fleet and Facility Management for access to the Location in order to undertake the Services. Licensee acknowledges that any assistance or oversight provided by the City with respect to the Services shall be provided at the City's sole and exclusive discretion and convenience.

26. **City Use Paramount.** Licensee shall refrain from undertaking any activities that interfere with the City's use of the Location as determined by the City in its sole discretion. The City reserves the right to terminate Licensee's use of the Location at any time in the event such use interferes with the City's use of the Location or the Riverwalk, public safety, or with any other municipal purpose or

interest, as determined by the City in the City's sole discretion. Licensee acknowledges that Licensee's access to the Location shall at all times be subordinate to City operations.

27. **Time is of the Essence.** Time is of the essence for all obligations and deadlines contained in this Agreement.

28. **Subcontracts and Assignments.**

A. The City expressly reserves the right to assign or otherwise transfer all or any part of its interest under this Agreement, at any time and to any third party. Upon assignment to any successor or assignee of the City's right, title and interest in and to the Riverwalk, the City is forever relieved, from and after the date of the assignment, of any and all obligations arising under or out of this Agreement, to the extent the obligations are assumed by the successor or assignee.

B. Limits on Licensee's transfers and changes in ownership:

- (i) Licensee may not sell, assign, sublicense, convey, pledge, encumber or otherwise transfer (individually and collectively, "**Transfer**") all or any part of its rights or interests in or to this Agreement, the Licensed Space, or otherwise permit any third party to use the Licensed Space, without prior consent of the City, which consent may be given or denied in the City's sole discretion. Consent by the City does not relieve Licensee from obtaining further consent from the City for any subsequent Transfer. Transfers may require the approval of the City Council; if such approval is not required, then approval of the Commissioner is required. Consent by the City to any Transfer does not relieve Licensee from the requirement of obtaining consent from the City for any subsequent Transfer. Transfers that have the effect of granting a third party a security interest in this Agreement or the Licensed Space as collateral for Licensee financing are strictly prohibited and, if entered into by Licensee, are an Event of Default.
- (ii) Except as otherwise provided below, any transaction involving a change of any ownership interest in Licensee, whether to an Affiliate, subsidiary or otherwise, or the transfer of an interest in any holder of a direct or indirect ownership interest in Licensee, or any merger or consolidation of Licensee (individually and collectively, "**Change in Ownership**"), is subject to the consent of:
 - a. City Council, in its sole discretion, if consent by City Council was required for approval of this Agreement, or
 - b. the Commissioner, in his sole discretion, if consent by City Council was not required for approval of this Agreement.
- (iii) If Licensee (or, if Licensee is a joint venture or other entity comprised of other entities, any of the entities comprising Licensee) is a corporation whose shares are traded at arms-length on a public exchange, any Change in Ownership involving 7.5% or more of the shares of Licensee's (or if Licensee is a joint venture or other entity comprised of other entities, of any of the entities comprising Licensee) stock

is subject to the City's consent as set forth above. If Licensee (or if Licensee is a joint venture or other entity comprised of other entities, of any of the entities comprising Licensee) is a publicly traded corporation, a Change in Ownership of less than 7.5% does not require consent as set forth in (ii) above unless a series of such transactions results in a cumulative Change in Ownership of 7.5% or more.

- (iv) Consent by the City to any Change in Ownership does not relieve Licensee (or if Licensee is a joint venture, any of the entities comprising Licensee) from the requirement of obtaining consent from the City for any subsequent Change in Ownership.
- (v) Any Transfer or Change in Ownership made without the City's prior consent is an Event of Default subject to all remedies, including termination of this Agreement at the City's option, and does not relieve Licensee of any of its obligations under this Agreement for the balance of the Term. This section applies to prohibit a Transfer, such as an assignment by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings or by operation of law. Under no circumstances will any failure by the Commissioner to act on or submit any request by Licensee or to take any other action as provided in this Agreement be deemed or construed to constitute consent to the Licensee's request by the Commissioner or by the City Council.
- (vi) Notwithstanding any permitted Transfer by Licensee of any rights under this Agreement, Licensee remains fully liable for all payments due to the City under this Agreement and for the performance of all other obligations under this Agreement. In the event of a permitted Transfer of this Agreement, where the fees payable to Licensee exceed the License Fee or pro rata portion of the License Fee under this Agreement, as the case may be, for the Licensed Space, Licensee must pay the City quarterly, at the same time as the quarterly installments of the License Fee under this Agreement that are payable in quarterly installments, the excess of the fees payable to Licensee pursuant to the Transfer over the License Fee payable to the City under this Agreement.
- (vii) Any or all of the requests by Licensee for consents under this Section must be made in writing and provided to the Commissioner (a) at least 60 days prior to the proposed Transfer or Change in Ownership if the Commissioner's consent is required; and (b) at least 120 days prior to a proposed Transfer or Change in Ownership if the City Council's consent is required, unless the City determines that more time is required. All requests for consent must include copies of the proposed documents of Transfer or Change in Ownership, evidence of the financial condition, reputation and business experience of the proposed transferee, completed Economic Disclosure Statements and Affidavits for all involved parties in the form then required by the City, and such other documents as the City may reasonably require to evaluate the proposed Transfer or Change in Ownership. All documents of Transfer or Change in Ownership must completely disclose any and all monetary considerations payable to Licensee in connection with the Transfer or Change in Ownership. Consent to a Transfer or Change in Ownership proposed under this Agreement is in the sole discretion of the City and, as a condition of the

consent, the City may require a written acknowledgment from Licensee that, notwithstanding the proposed Transfer or Change in Ownership, Licensee remains fully and completely liable for all obligations of Licensee under this Agreement; however, Licensee shall remain so liable regardless of whether or not the City requests a written acknowledgement.

- (viii) If any Transfer or Change in Ownership under this Agreement occurs, whether or not prohibited by this section, the Commissioner may collect the Fees payable under this Agreement from any transferee of Licensee and in that event will apply the net amount collected to the amounts payable by Licensee under this Agreement without, by doing so, releasing Licensee from this Agreement or any of its obligations under this Agreement. If any Transfer or Change in Ownership occurs without the consent of the City and the City collects compensation from any transferee of Licensee and applies the net amount collected in the manner described in the preceding sentence, the actions by the City are not deemed to be waiver of the covenant contained in this section and do not constitute acceptance of the transferee by the City.
- (ix) All reasonable costs and expenses incurred by the City in connection with any prohibited or permitted Transfer or Change in Ownership must be borne by Licensee and are payable to the City.

29. **Exhibits.** All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

30. **Non-Discrimination.** Licensee shall not discriminate against any person in connection with its use of the Location or the provision of the Services based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq.

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

32. **Governing Law; Consent to Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois without reference to its conflicts of laws principles. Licensee waives any objection to the venue of any action filed in any court situated in the jurisdiction in which the Location is located.

33. **Licensee's Authority.** Licensee represents, warrants and covenants that it is duly organized, validly existing and qualified to do business in Illinois; that it has the right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder; that the person signing this Agreement on behalf of Licensee has the authority to do so; and that this Agreement shall be binding upon and enforceable against Licensee in accordance with its terms.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF CHICAGO,
an Illinois municipal corporation and home rule unit of government

By: _____
Commissioner
Department of Fleet and Facility Management

Approved by:

Budget Director

Approved as to form and legality by:

Department of Law

LICENSEE:

By: _____

Print Name: _____

Title: _____

Exhibit A

Services

Exhibit B

Depiction of the Location

Exhibit C

Menu and Prices

Exhibit D

Term Sheet

The following is a summary of key provisions in this Agreement. The summary is provided for your convenience only. In the event of a conflict between this summary and the language contained in the Agreement, the language in the Agreement controls.

1. Licensee Name:

2. Licensee Term:
 - a. Season Term: TBD

3. Term extension options:

4. Licensee Location: Community Marketplace

5. Licensee Fee:

6. Days and Hours of Operation: Seven days each week within the hours of 9 a.m. – 10 p.m. Hours can be modified with Commissioner approval.

7. Delivery Location and Hours: Wabash loading area per Exhibit B

8. Additional Space:
 - (i) During the Term, the Commissioner may from time to time, at her sole discretion, make Additional Space available for Licensee's Concession operations. In such event, the Commissioner will send written notice to Licensee to advise Licensee of the following:
 - a. size and location of the Additional Space being offered, if any;
 - b. whether the Additional Space is being offered as Concession Space or Storage Space;
 - c. term, days, and hours for use of the Additional Space.

d. the additional License Fee for the Additional Space.

Within 30 days after receiving the notice from the Commissioner, Licensee must notify the Commissioner if it accepts or rejects the Additional Space and, if the Additional Space is Concession Space, and the proposed Improvements. Upon notification from Licensee to the Commissioner that Licensee accepts the Additional Space and, if the Additional Space is Concession Space. Upon notification from Licensee to the Commissioner that it rejects the Additional Space or if Licensee fails to notify the Commissioner within 30 days that it accepts the Additional Space, the offer will terminate and the Commissioner may offer the Additional Space to others.

- (ii) Nothing in (i) above requires the Commissioner to offer any Additional Space to Licensee or limits or restricts the Commissioner's or the City's right to enter into any Concession agreement with any third party for such space. **Additional Space, if any, offered to Licensee is solely for the benefit of the City or Riverwalk to enhance Riverwalk revenues, and whether or not to offer such Additional Space to Licensee is at the Commissioner's sole discretion. LICENSEE HAS NO RIGHT TO BE OFFERED ANY ADDITIONAL SPACE.**

9. Date of Occupancy: TBD

The Department may allow earlier access to the Location at the Commissioner's sole option. Earlier access would be to prepare the site for concession operations.

Exhibit E

Insurance Requirements

A. Insurance Required.

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

1) Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident; \$500,000 disease-policy limit and \$500,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

Licensee may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City must be provided additional insured status with respect to liability arising out of Licensee's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Licensee's acts or omissions, whether such liability is attributable to the Licensee or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Licensee's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Licensee may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the Licensee with limits of not less than \$500,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insureds on a primary, non-contributory basis.

Licensee may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Licensee may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) Liquor Liability

When applicable, Liquor Liability (“Dram Shop”) Insurance must be obtained with limits of not less than \$1,000,000 per occurrence. Coverage must include but not be limited to the following: off-site coverage, assault and battery coverage, and common law. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the services.

6) Property

Licensee is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned, rented, or used by Licensee and for loss or damage to property in the Licensee’s care, custody and control.

B. Additional Requirements Applicable to the Insurance Coverages and Requirements Set Forth in Paragraph A.

Evidence of Insurance. Licensee must furnish the City of Chicago, Department of Fleet and Facility Management, Attn: Bureau of Asset Management, 30 North LaSalle Street, Suite 300, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be

in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Licensee must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Licensee, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Licensee must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Licensee for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Licensee to comply with required coverage and terms and conditions outlined herein will not limit Licensee's liability or responsibility nor does it relieve Licensee of the obligation to provide insurance as specified in this Agreement.

Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Licensee must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Licensee.

Waiver of Subrogation. Licensee hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Licensee's insurer(s).

Licensee's Insurance Primary. All insurance required of Licensee under this Agreement shall be endorsed to state that Licensee's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Licensee's Liabilities. The coverages and limits furnished by Licensee in no way limit the Licensee's liabilities and responsibilities specified within the Agreement or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Licensee under this Agreement.

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

Insurance and Limits Maintained. If Licensee maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage

maintained by Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Licensee is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Licensee. If Licensee desires additional coverages, the Licensee will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Licensee shall name the Subcontractor(s) as a named insured(s) under Licensee's insurance or Licensee will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Licensee. Licensee shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Licensee is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City on an additional insured endorsement form acceptable to the City. Licensee is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Licensee must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Licensee's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

C. THE FOLLOWING INSURANCE REQUIREMENTS SHALL APPLY IF ANY CONSTRUCTION WORK (AS DETERMINED BY THE CITY) WILL BE PERFORMED. THESE INSURANCE REQUIREMENTS ARE IN ADDITION TO, AND NOT IN LIEU OF, THE INSURANCE REQUIREMENTS SET FORTH IN PARAGRAPHS A. AND B. ABOVE.

Licensee shall cause its contractors (each a “Contractor”) to provide and maintain at Contractor's (or Licensee’s) own expense until completion of the construction work (as determined by the City) and during the time period following completion if Contractor is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the construction contract (“Contract”).

1) Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Contract and Employers Liability coverage with limits of not less than \$500,000 each accident; \$500,000 disease-policy limit; and \$500,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City and the Licensee must be provided additional insured status with respect to liability arising out of Contractor’s work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 or on an endorsement form at least as broad for ongoing operations and completed operations. The City’s additional insured status must apply to liability and defense of suits arising out of Contractor’s acts or omissions, whether such liability is attributable to the Contractor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City’s minimum limits required herein. Contractor’s liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the Contractor or cause to be maintained, with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned

or hired used in the performance of the work or services. The City and the Licensee are to be added as additional insureds on a primary, non-contributory basis.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) Contractors Pollution Liability – (If Applicable)

When any work performed involves a potential pollution risk that may arise from the operations of Contractor's scope of services Contractors Pollution Liability must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions with limits of not less than \$2,000,000 per occurrence. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal and if applicable, include transportation and non-owned disposal coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City and the Licensee are to be named as additional insureds.

6) Builders Risk/Installation – (If Applicable)

When any construction, or major installation projects is undertaken on the property including improvements, betterments, and/or repairs, the Contractor must provide or cause to be provided, All Risk Builders Risk/Installation Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility or project. The City of Chicago and the Licensee are to be named as additional insureds and loss payees.

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

D. Additional Requirements Applicable to the Insurance Coverages and Requirements Set Forth in Paragraph C.

Evidence of Insurance. Contractor must furnish the Licensee and the City of Chicago, Department of Fleet and Facility Management, 30 North LaSalle Street, Suite 300, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of the Contract. Contractor must submit evidence of insurance prior to execution of the Contract. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Contract.

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Licensee's or Contractor's liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Contractor under this Agreement shall be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance carrier by the Licensee and the City.

No Limitation as to Contractor's Liabilities. The coverages and limits furnished by Contractor in no way limit the Licensee's or Contractor's liabilities and responsibilities specified within this Agreement or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Agreement.

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

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage

maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Licensee and the City.

Joint Venture or Limited Liability Company. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Licensee or Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor shall name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured on an endorsement form acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Contract to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

Exhibit 11

CHAPTER 2-51

DEPARTMENT OF FLEET AND FACILITY MANAGEMENT*

* **Editor's note** – Coun. J. 11-26-19, p. 11390, Art. III, § 3, changed the name of this chapter, which was formerly entitled "Department of Fleet and Facility Management". Coun. J. 11-15-23, p. 6542, Art. I, § 5, changed the name of this chapter, which was formerly entitled "Department of Assets, Information, and Services".

2-51-010 Definitions.

2-51-020 Establishment – Composition.

2-51-030 Commissioner – Appointment and authority.

2-51-040 Transfer of rights, powers and duties.

2-51-050 Commissioner of Fleet and Facility Management – Powers and duties – Rulemaking.

2-51-060 Purchases of real estate by the City – Documents required.

2-51-070 Charges for products or services related to graphics or reproduction.

2-51-080 Responsibilities of municipal departments and agencies.

2-51-010 Definitions.

As used in this chapter, the following terms shall have the following meanings, unless the context indicates otherwise:

"Commissioner" means the Commissioner of Fleet and Facility Management or the Commissioner's designee.

"Department" means the Department of Fleet and Facility Management.

"Environmental requirements" means all local, state and federal environmental laws and regulations.

"Environmentally significant projects and activities" means any project, activity or purchase undertaken by the City which:

(1) Requires the City to submit an Environmental Impact Statement, Environmental Assessment or statement of Finding of No Significant Impact to a state or federal agency, or for which an environment permit or license is required under applicable environmental requirements;

(2) Involves construction or major rehabilitation (other than routine maintenance and repair) of buildings owned or leased, in whole or in part, by the City or contracts for the procurement of energy-consuming equipment;

(3) Involves vehicle acquisitions or leases and the purchase of vehicle fuels;

(4) Involves the collection, sorting, recycling, disposal, or volume reduction of waste, which is the responsibility of the City to collect or the collection of which is regulated by the City; or

(5) Involves alterations to, construction, demolition, excavation, placement of fill on or in or discharges into: (i) Lake Michigan and all other bodies of water within the City; (ii) shorelines and riverbanks; (iii) the Lake Michigan lakefront; (iv) parks or other public open space; (v) wetlands; (vi) floodplains; and (vii) floodways.

"Fleet" means any automobiles, vehicles, light-, medium- and heavy-duty trucks, and related motorized or non-motorized equipment owned or leased by the City for use by any City department or agency.

"Fleet maintenance system" means an on-line inventory management system to monitor inventory of fleet acquisitions, repairs, maintenance and mileage.

"Fuel management system" means an on-line inventory management system to monitor use and expenditure of non-emergency fuel.

"Safety-enhancing equipment" means motor vehicle equipment that has the potential to reduce traffic fatalities and injuries. The term "safety-enhancing equipment" includes but is not limited to lateral protective devices, crossover mirrors or convex mirrors, as these terms are defined in Section 2-92-597.

(Added Coun. J. 11-16-11, p. 13798, Art. III, § 1; Amend Coun. J. 7-26-17, p. 53338, § 1; Amend Coun. J. 11-26-19, p. 11390, Art. III, § 3; Amend Coun. J. 11-15-23, p. 6542, Art. I, § 5)

2-51-020 Establishment – Composition.

There is hereby established an executive department of the municipal government of the City, which shall be known as the Department of Fleet and Facility Management. The Department shall include the Commissioner of Fleet and Facility Management and such other personnel as may be provided in the annual appropriation ordinance.

All employees of the Department shall be under the direction and supervision of the Commissioner of Fleet and Facility Management and shall perform such duties as may be required of them by the Commissioner or under this Code.

(Added Coun. J. 11-16-11, p. 13798, Art. III, § 1; Amend Coun. J. 11-26-19, p. 11390, Art. III, § 3; Amend Coun. J. 11-15-23, p. 6542, Art. I, § 5)

2-51-030 Commissioner – Appointment and authority.

The office of the Commissioner of Fleet and Facility Management is hereby established. The Commissioner shall be appointed by the Mayor, subject to the approval of the City Council, and shall have management and control of all matters and activities pertaining to the Department of Fleet and Facility Management.

(Added Coun. J. 11-16-11, p. 13798, Art. III, § 1; Amend Coun. J. 11-26-19, p. 11390, Art. III, § 3; Amend Coun. J. 11-15-23, p. 6542, Art. I, § 5)

2-51-040 Transfer of rights, powers and duties.

(a) The Commissioner and the Department of Fleet and Facility Management shall assume, respectively, all rights, powers, duties, obligations and responsibilities of the former: (1) Commissioner and Department of Fleet Management; and (2) the Commissioner and Department of General Services; and (3) Commissioner and Department of Assets, Information, and Services, with the exception of the rights, powers, duties, obligations and responsibilities related to information technology management and innovation initiatives. All personnel, books, records, property and funds relating to such former departments and such rights, powers, duties, obligations and responsibilities are transferred to the Department of Fleet and Facility Management. The Commissioner of Fleet and Facility Management shall succeed such former commissioners and officers in the administration of any federal, state, local or private grant or loan programs relating to such rights, powers, duties, obligations and responsibilities. The Commissioner of Fleet and Facility Management shall succeed to the rights and duties of such former commissioners and officers under existing contracts, grant agreements, redevelopment agreements, leases, indentures or other agreements or ordinances relating to such transferred rights, powers, duties, obligations and responsibilities. All rules issued by such former commissioners or officers relating to such rights, powers, duties, obligations and responsibilities in effect as of January 1, 2020, shall remain in effect until amended or repealed by the Commissioner of Fleet and Facility Management.

(b) The Commissioner and Department of Fleet and Facility Management shall assume all rights, powers, duties, obligations and responsibilities of the former Commissioner and Department of the Environment related to energy, utilities and brownfields redevelopment, including:

(1) All personnel, books, records, property and funds related to energy, utilities and brownfields redevelopment;

(2) The administration of any federal, state, local or private grant or loan programs, except to the extent prohibited by the grantor or grant agreement, related to energy, utilities and brownfields redevelopment; and

(3) The rights and duties under existing contracts, appropriations, grant agreements, redevelopment agreements, leases, indentures or other agreements or ordinances related to energy, utilities and brownfields redevelopment.

All rules issued by the former Commissioner of the Environment relating to energy, utilities and brownfields redevelopment, in effect as of January 1, 2020, shall remain in effect until amended or repealed by the Commissioner of Fleet and Facility Management.

(Added Coun. J. 11-16-11, p. 13798, Art. III, § 1; Amend Coun. J. 11-26-19, p. 11390, Art. III, § 3; Amend Coun. J. 11-24-20, p. 23985, § 1; Amend Coun. J. 11-15-23, p. 6542, Art. I, § 5)

2-51-050 Commissioner of Fleet and Facility Management – Powers and duties – Rulemaking.

(a) Duties and responsibilities. The Commissioner of Fleet and Facility Management shall have the following duties and responsibilities:

(1) To operate, manage, and maintain: (1) all public buildings and public grounds owned or occupied by the City, subject to lease provisions, except: (i) airport properties; or (ii) the public way and public transit rights-of-way; or (iii) properties managed by the Department of Planning and Development or Department of Housing; or (iv) property within any redevelopment or project area designated by the Community Development Commission pursuant to Chapter 2-124 of this Code; or (v) the sale of surplus land pursuant to Chapters 2-158 and 2-159 of this Code, and except as may otherwise be provided by this Code; (2) the Chicago Riverwalk as defined in Section 2-32-1300(a); and (3) Millennium Park, as that term is defined in Section 10-36-140, and in accordance with Section 10-36-140;

(2) To coordinate, supervise and inspect the installation, repair and maintenance of all telecommunications equipment in buildings and structures owned or used by the City, except the telecommunications system for the Police and Fire Departments and for all City airports; provided, however, that the chairman of the appropriate City Council committee may direct the Commissioner on the management, operation and maintenance of telephone services for the City Council chambers, the City Council offices, and the areas adjacent thereto, except the access corridors and the press room;

(3) To supervise City storerooms and warehouses;

(4) Subject to approval of the City Council, to negotiate to purchase, sell, lease or let real estate and to purchase, sell, lease or let real estate on behalf of the City; provided, however, that this provision shall not apply to: (i) airport developments; or (ii) street or public transit improvements; or (iii) properties managed by the Department of Planning and Development or Department of Housing; or (iv) property within any redevelopment or project area designated by the Community Development Commission pursuant to the provisions of Chapter 2-124 of this Code; (v) the sale of surplus land pursuant to Chapters 2-158 and 2-159 of this Code; or (vi) the lease of real estate for the purpose of establishing and maintaining clinic spaces to provide diagnosis, treatment, or preventive care for medical, mental health, or behavioral health conditions, including substance use disorders;

(5) To appoint appraisers to determine the rent to be paid on renewal of any lease, the fair market value of property to be purchased upon expiration of any lease or the fair market value of any property to be bought or sold by or on behalf of the City, except for: (i) street or public transit improvements; or (ii) property within any redevelopment or project area designated by the Community Development Commission pursuant to Chapter 2-124 of this Code; or (iii) the sale of surplus land pursuant to Chapters 2-158 and 2-159 of this Code;

(6) To maintain and hold all deeds, mortgages, leases and articles of conveyance for property owned or occupied by the City, except for property acquired by the Community Development Commission;

(7) To permit any department of City government to use any real estate owned or leased by the City;

(8) To inspect and supervise the installation, repair and maintenance of all appliances, fixtures and electrical equipment and electrical wiring in all buildings and structures owned or used by the City, except for public-safety-related radio communications and equipment, which is subject to the jurisdiction of the Executive Director of Emergency Management and Communication pursuant to Section 2-29-040(14);

(9) To have charge of all engineering and architectural services, and all labor, equipment and materials, required in the construction, rehabilitation and repair of City buildings;

(10) To collect, audit and remit to the Comptroller all funds received from the operation of City facilities, except City parking lots and airports and as may be otherwise provided by ordinance;

(11) To enter into curtailment agreements with electric utility companies and other curtailment service providers;

(12) Subject to approval of the Corporation Counsel as to form and legality, and except as otherwise provided in this subsection, to negotiate and execute on behalf of the City any lease, right-of-entry agreement or other document evidencing an agreement for the use and occupancy of real property, which may include terms providing for indemnification, for a term not to exceed 30 days. Such initial agreement may be extended, renewed or continued for up to an additional 150 days. Provided, however, that no extension, renewal or continuation of such initial agreement shall extend beyond a totality of 180 days, unless: (1) the agreement is referred to the Chicago City Council for review and full disclosure as to all parties, particulars, events and justifications meriting such extension, renewal or continuation; and (2) the Chicago City Council approves an extension, renewal or continuation of such agreement beyond a totality of 180 days. Provided further, that the Commissioner's power to negotiate and execute on behalf of the City any lease, right-of-entry agreement or other agreement for the use and occupancy of real property within the Chicago Riverwalk, including concession agreements for food, beverages, goods and services within the Chicago Riverwalk, shall be governed by Section 10-36-145;

(13) To provide in-house design, artwork, reproduction, printing, photography, publications and other artistic services to City government;

(14) To sell, either directly or through a designee, graphics-related products (for example, digital and print photographs, calendars, posters and postcards), for the purpose of generating revenue to benefit the City of Chicago and promoting the City and the City's attractions, and to enter into contracts in order to accomplish such sales;

(15) To enter into intergovernmental agreements with other units of local government and school districts for services provided by the Department related to graphics and reproduction, including printing, design, photography and marketing services;

(16) To take such actions that the Commissioner considers necessary or appropriate to protect the City's intellectual property rights in publications and other products produced or facilitated by the Department;

(17) To enter into contracts for the sale and purchase of natural gas, renewable energy, renewable energy credits and carbon emission credits, subsequent to competitive solicitation,

and containing such terms as are useful, customary and appropriate for such transactions in the industry, including but not limited to the following provisions: (1) supplying a bond, letter of credit, or other performance-related security to the vendor, (2) indemnifying the vendor, (3) addressing the sale of natural gas back into the market at a loss, and (4) addressing damages for the City's late payment, early termination or failure to perform; and to execute any ancillary documents necessary to affect any transactions contemplated by such contracts. The duration of such contracts shall not be subject to the time and term limitations set out in 65 ILCS 5/8-1-7. Any such contracts shall be subject to the availability of funds duly appropriated for such contracts and to review and approval by the City's Chief Financial Officer;

(18) To procure and oversee public utilities for City-owned or City-leased facilities, including airport facilities, without being bound by the time and term limitations set out in 65 ILCS 5/8-1-7;

(19) [Reserved;]

(20) To enter into grant agreements with government entities, private businesses and civic groups necessary to implement energy conservation programs at all public buildings and public grounds operated, managed and maintained by the Department;

(21) To coordinate document retention services and facilitate storage of records;

(22) To administer the City's fleet and to hold title to it in the City's name;

(23) To ensure that the fleet is maintained in good working order and in accordance with all City, state and federal requirements;

(24) To develop rules and guidelines regarding the configuration and use of emergency and non-emergency lights and sound equipment on the fleet, consistent with applicable City, state and federal laws, and in consultation with City departments that use fleet vehicles that are so equipped;

(25) To coordinate, supervise, monitor and inspect the maintenance and repair of the fleet, except as otherwise provided in the annual appropriation ordinance;

(26) To retrofit, or cause to be retrofitted, any vehicle in the fleet with safety-enhancing equipment or function-enhancing equipment that is necessary or appropriate for such vehicle, as determined by the Commissioner, in consultation with the City department or agency that controls or uses the vehicle;

(27) To establish and coordinate a loan pool for the fleet;

(28) To review specifications for purchasing and leasing fleet for all City agencies and departments, including the Departments of Police, Fire and Aviation;

(29) To receive and review all requisitions for fleet, and to coordinate the purchase and leasing of approved requisitions for fleet with the Chief Procurement Officer, except as otherwise provided in the annual appropriation ordinance;

(30) Subject to the annual availability of duly appropriated funds and approval of the Corporation Counsel as to form and legality, to negotiate and execute fleet leases on behalf of the City. The duration of such leases shall not be subject to the time and term limitations in 65 ILCS 5/8-1-7;

(31) To receive, review and process requisitions for non-emergency fuel from all agencies and departments, including the Departments of Police, Fire and Aviation, and to provide for its delivery and disbursement;

(32) To implement and maintain a fleet maintenance system and a fuel management system;

(33) With regard to the types of vehicles, equipment and services within the Commissioner's jurisdiction, to enter into intergovernmental agreements with other units of local government and school districts for maintenance and repair; provision of fuel; or disposition of surplus, obsolete or worn-out inventory;

(34) To conduct advisory evaluations of environmentally significant projects and activities within or affecting the City, which are undertaken by City departments or agencies, including a review for compliance with environmental requirements and the environmental policy implications of such activities, and to provide such evaluations to the Mayor;

(35) Subject to approval of the Corporation Counsel, to negotiate and execute, on behalf of the City, leases, rights-of-entry agreements or other agreements authorizing the temporary use or occupation of City property by others for purposes of conducting environmental assessments, remediation or related activities authorized by this chapter;

(36) Subject to approval of the Corporation Counsel, to negotiate and execute, on behalf of the City, leases, rights-of-entry agreements or other agreements authorizing the City to use or occupy, on a temporary basis, land owned or controlled by another for purposes of conducting an inspection, investigation or other activities authorized by this chapter;

(37) To encourage and conduct studies, investigations and research, including joint cooperative investigations and research with public and private agencies and organizations, relating to energy efficiency and brownfields redevelopment, as the Commissioner may deem necessary or advisable;

(38) To advise, consult and cooperate with other agencies of the state and federal governments and other governmental agencies to advance energy efficiency and brownfields redevelopment;

(39) To enter into grant agreements, cooperation agreements and other agreements or contracts with governmental entities, private business and civic and community groups to implement contaminated sites remediation and waste disposal programs; and to enter into and execute all other instruments and perform any and all acts, including the allocation and expenditure of funds subject to appropriation therefor, as shall be necessary or advisable in connection with the implementation of such agreements, including any renewals thereto;

(40) To participate or otherwise engage in the City's emergency preparedness and emergency response activities;

(41) To enter into intergovernmental agreements to implement the City's environmental review obligations under the National Environmental Policy Act of 1969, 42 U.S.C. §§ 4312 - 4347 and the National Historic Preservation Act, 54 U.S.C. §§ 300101, et seq.;

(42) To negotiate and execute, jointly with the Commissioner of Transportation, agreements pertaining to the operation, maintenance, development, and improvement of the Pedway, non-limiting examples of which include leases, easements, and agreements providing for right-of-entry, operation and maintenance, and capital improvements. For purposes of this subsection, "Pedway" means the system of grade-separated walkways below and above the street level that runs through various public and private facilities and buildings in the Central Business District;

(43) Subject to approval of the Corporation Counsel as to form and legality, to enter into agreements with corporations, non-profit organizations, cooperatives, public-private partnerships, and other entities to lease, license, or otherwise allow the placement of telecommunications systems and equipment on City-owned buildings and structures, provided that such telecommunications systems and equipment shall be used to provide broadband connectivity to Community Areas where 20 percent or more of households do not have access to the Internet at home, according to the most recently available American Community Survey 5-year estimates;

(44) Subject to approval of the Corporation Counsel as to form and legality, to negotiate and execute, jointly with the Commissioner of Health, on behalf of the City any lease, right-of-entry agreement, or other document evidencing an agreement for the use and occupancy of real property, which may include terms providing for indemnification for the purpose of establishing and maintaining clinic spaces to provide diagnosis, treatment, or preventive care for medical, mental health, or behavioral health conditions, including substance use disorders; and

(45) To do any and all other acts which may be necessary for the implementation of other powers conferred on the Commissioner and Department under this Code.

(b) Rulemaking authority. The Commissioner of Fleet and Facility Management is authorized to promulgate rules necessary or appropriate to implement this chapter and other powers conferred on the Commissioner and Department under this Code.

(c) When applicable, the foregoing powers and duties shall be exercised in conjunction with the Executive Director of the Office of Public Safety Administration pursuant to Section 2-96-040.

(Added Coun. J. 11-16-11, p. 13798, Art. III, § 1; Amend Coun. J. 11-8-12, p. 38867, § 3; Amend Coun. J. 12-12-12, p. 42333, § 6; Amend Coun. J. 11-26-13, p. 67481, Art. I, § 3, and Art. II, § 3; Amend Coun. J. 11-19-14, p. 98037, § 3; Amend Coun. J. 10-28-15, p. 11951, Art. VIII, § 1; Amend Coun. J. 11-16-16, p. 37901, Art. VIII, § 3; Amend Coun. J. 7-26-17, p. 53338, § 1; Amend Coun. J. 11-21-17, p. 61755, Art. XIII, § 3; Amend Coun. J. 11-14-18, p. 90308, Art. I, § 24 and Art. V, § 1; Amend Coun. J. 4-10-19, p. 99059, § 1; Amend Coun. J. 11-26-19, p. 11390, Art. III, § 3; Amend Coun. J. 10-27-21, p. 39543, Art. I, § 2; Amend Coun. J. 11-7-22, p. 54948, Art. I, § 5; Amend Coun. J. 11-15-23, p. 6542, Art. I, § 5; Amend Coun. J. 12-16-24, p. 22879, Art. III, § 3)

2-51-060 Purchases of real estate by the City – Documents required.

Unless otherwise authorized by the City Council, all purchases of real estate on behalf of the City shall be conditioned upon delivery to the City of a deed or other evidence of title satisfactory to the Corporation Counsel.

(Added Coun. J. 11-16-11, p. 13798, Art. III, § 1; Amend Coun. J. 11-26-19, p. 11390, Art. III, § 3)

2-51-070 Charges for products or services related to graphics or reproduction.

Charges for products or services related to graphics or reproduction shall be assessed based upon: (1) the average cost of such products or services, or (2) other reasonable criteria as determined by the Commissioner.

(Added Coun. J. 11-16-11, p. 13798, Art. III, § 1; Amend Coun. J. 11-26-19, p. 11390, Art. III, § 3)

2-51-080 Responsibilities of municipal departments and agencies.

All municipal departments and agencies shall, at the earliest possible date, provide to the Commissioner notification of involvement in environmentally significant activities as defined in Section 2-51-010, and shall cooperate with the Commissioner to effectuate the purposes of this chapter.

(Added Coun. J. 11-16-11, p. 13798, Art. III, § 1; Amend Coun. J. 11-26-19, p. 11390, Art. III, § 3)

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