



OCTOBER 22, 2019

Mr. Scott Brinkman  
Streets Superintendent, Department of Public Works  
Village of Oak Park  
201 South Blvd.  
Oak Park, IL 60302

Dear Scott,

On behalf of Cleanslate, it is my pleasure to submit a response to **BID: 20-103 Village Wide Litter Pickup Services**. We welcome the opportunity to bring Cleanslate's highly-rated services to the Village of Oak Park in this capacity.

Launched in a single Chicago neighborhood in 2005, Cleanslate now has work crews deployed in 39 Chicago and suburban communities including 20 Special Service Areas, City of Evanston, Village of Skokie, and City of Aurora. Since inception, Cleanslate has created/secured 3,000+ jobs for individuals who are tough to employ. Cleanslate workers keep neighborhoods beautiful while receiving an hourly wage and on the job training, performance coaching, ongoing equipment/safety training, and weekly reviews to measure and improve job performance. While engaged in their transitional jobs, Cleanslate workers partner with nonprofit agencies, such as Housing Forward, who have referred individuals to our enterprise in the since 2014, and through their own efforts to identify and secure permanent, quality jobs in the private sector. The goal is that the majority of workers are placed in permanent employment.

Cleanslate is recognized as a Responsible and Responsive Social Enterprise, as defined by Cook County. We have attached a completed Request for Preference form for your consideration.

We thank you in advance for your consideration and look forward to your response. If you have any questions, please contact me on my direct line at 312-798-6772.



312.226.6361

1540 S. ASHLAND AVE. SUITE 105  
CHICAGO, IL 60608

[CLEANSLATECHICAGO.ORG](http://CLEANSLATECHICAGO.ORG)

Warm regards,

**BRADY GOTT**  
MANAGING DIRECTOR

## SOCIAL ENTERPRISE PREFERENCE

### INSTRUCTIONS

In accordance with Section 34-241 of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of five percent (5%) to a Responsible and Responsive Social Enterprise, as defined by the Cook County Procurement Code, requesting a preference for Bids. All Bidders who are requesting this preference must fully complete this form and supply all requested information. Failure to provide fully comply with these instruction will result in the preference not being granted. The CPO reserves the right to request additional information to ascertain a Bidder's status as a Social Enterprise.

### DEFINITIONS

*County Marketplace* means the six-county region, currently the counties of Cook, DuPage, Kane, Lake, McHenry, and Will.

*Disadvantaged* refers to individuals who are mentally, physically, economically, or educationally disadvantaged, including, but not limited to, individuals who are living below the poverty line, developmentally disabled, mentally ill, substance abusers, recovering substance abusers, elderly and in need of hospice care, gang members, on welfare, or people with arrest or conviction records.

*Earned Revenue Strategies* means revenue realized by a non-profit private sector entity, or a business unit of a private sector entity excluding government grants, government contracts and philanthropic support.

*Social Enterprise* means a Person which has its principal place of business and a majority of its regular, full-time work force located within the County Marketplace on the date a bid is submitted and which is:

1. An Illinois benefit corporation subject to the Benefit Corporation Act (805 ILCS 40/1 et seq.);
2. An Illinois low-profit limited liability company subject to Section 1-26 of the Limited Liability Company Act (805 ILCS 180/1-26); or
3. A nonprofit entity, a private-sector entity, or any business unit of a private sector entity which maintains separate books and records which (a) uses earned revenue strategies, either exclusively as a business or as a significant part (at least 51%) of earned revenue, and (b) directly addresses social needs either (1) through its goods and/or services or (2) by employing a workforce of which 51% are disadvantaged, or (3) both. At any time, upon request of the County, for a period of three (3) years following the termination of the contract, Bidder must provide documentation that it meets the requirements of this provision.

### REQUEST FOR PREFERENCE

- ☐ Bidder is requesting to receive the Social Enterprise Preference as an Illinois Benefit Corporation. By requesting this preference, the Bidder certifies that it is an Illinois Benefit Corporation and has included a true and correct copy of its Articles of Incorporation (and any Articles of Amendment thereto) and most recent Benefit Report pursuant to 805 ILCS 40/5.01
- ☐ Bidder is requesting to receive the Social Enterprise Preference as an Illinois Low Profit Limited Liability Company ("L3C"). By requesting this preference, the Bidder certifies that it is an L3C and has included a true and correct copy of its Articles of Organization (and any Articles of Amendment thereto) and its most recent annual report filed with the Attorney General pursuant to 805 ILCS 180/1-26(d) and 760 ILCS 55/7.
- ☒ Bidder is requesting to receive the Social Enterprise Preference as an social enterprise that is neither a Benefit Corporation or an L3C, but uses earned revenue strategies, either exclusively as a business or as a significant part of a nonprofit's revenue stream and directly addresses social needs either (1) through its goods and/or services or (2) by employing a workforce, of which 51% are disadvantaged, or (3) both. By requesting this preference, the Bidder certifies it meets this definition and has supplied a true and correct copy of: (1) Articles of Incorporation or Organization (and any Articles of Amendment thereto, as applicable); and (2) a sworn statement setting forth how its goods and services directly impact the social needs of people who are disadvantaged and/or that at least 51% of its direct labor in its past fiscal year was provided by persons who are disadvantaged.

Brady Gott, Cleanslate  
Bidder (please print or type)

  
Signature

bapt@cleanslatechicago.org  
Email address

Subscribed to and sworn before me  
This 22 day of March 19



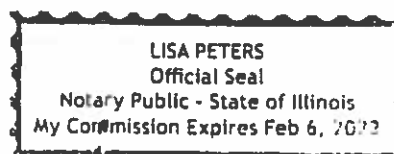
Managing Director  
Title

10/22/2019  
Date

312-793-6772  
Phone Number

My Commission Expires: 2/6/23

Notary Seal      Notary Public



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**SECTION I**  
**REQUEST FOR BIDS**  
**INSTRUCTIONS AND SPECIFICATIONS FOR:**

**Village of Oak Park 2020 Village Wide Litter Pickup Services**  
**Bid Number: 20-103**  
**Issuance Date: 10/9/19**

The Village of Oak Park will receive Bids from qualified contractors to perform daily/weekly pick up of litter throughout the Village during the calendar year 2020 pursuant to this Request for Bids. Bids will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. local time until **4:00 p.m. on Wednesday, October 23rd, 2019**. Bids will be reviewed and the results of the review will be presented to the Village Board of Trustees of the Village of Oak Park.

Specifications and bid forms may be obtained at <http://www.oak-park.us/your-government/budget-purchasing/requests-proposals> or at the Public Works Center at the address listed above or by calling 708-358-5700.

The Village Board of Trustees reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid. Information is available from the Streets Superintendent, Scott Brinkman at 708-358-5700 or [sbrinkman@oak-park.us](mailto:sbrinkman@oak-park.us).

Do not detach any portion of this document. Upon formal award to the successful Bidder, a written agreement will be executed for the Project in substantially the form attached.

**Submission of Bids**

The Bid shall be submitted on the Bid form included herewith. The Bid shall be submitted in a sealed envelope marked "BID: 20-103 Village Wide Litter Pickup Services", shall bear the return address of the bidder, and shall be addressed as follows:

TO: Scott Brinkman, Streets Superintendent  
Department of Public Works  
201 South Blvd.  
Oak Park, IL 60302

**BID FOR:**  
**Village of Oak Park 2020 Village Wide Litter Pickup Services**

**SECTION II**  
**BID INSTRUCTIONS, TERMS AND CONDITIONS**

**Preparation and Submission of Bid:**

All Bids must be delivered to the Public Works Center by the specific time indicated on the cover page. Bids arriving after the specified time will not be accepted. Mailed bids that are received by the Village after the specified hour will not be accepted regardless of the post-marked time on the envelope. Bids must be signed by an officer of the company who is authorized to enter into agreements on behalf of the company. Bids shall be sealed in an envelope and marked as stated on the cover page.

**Bid Bond**

The Bidder shall provide a Bid Bond in the amount of ten percent (10%) of the total bid price. The attached form may be used or the bidder may provide cash or a certified check in the amount specified. Bid bond amounts shall be based on all proposed work where estimated amounts have been provided by the Village of Oak Park. The Bid Bonds, cash or checks will be returned once the selected bidder has entered into an Agreement for this work.

**Contract Bond**

The successful contractor shall, within ten (10) calendar days after award of the Bid, furnish a contract bond in the amount of ten thousand (\$10,000.00) dollars. The bond shall ensure faithful performance of the work, and the payment for materials, labor and of the subcontractors. The bond shall be with a surety or sureties with a rating of "A" or better by A.M. Best and Company and such sureties shall be approved by the Village. Bonds in the form of certified or cashier's check shall be made payable to the Village of Oak Park, Illinois. The contract bond shall be furnished in the same number of copies as the number of copies of the agreement to be executed.

**Contract Term**

The initial contract term shall be from the date of award to December 31, 2020. The Village of Oak Park has the right to renew the contract for two optional one year terms (January 1 to December 31). The Bidder shall begin performing the services within fourteen (14) days of a notice to proceed from the Streets Superintendent or his designee.

**Contract Renewal**

The Village will have the right to renew the contract for two additional one year terms with all terms and conditions, other than price, remaining the same. The Village will allow the Bidder to increase or decrease the contract price for each annual renewal provided that the annual price adjustment shall equal the change in the latest published Index (as defined below) as compared to the Index for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Statistics, (US DOL/BLS) Revised Consumer Price Index for all Urban Wage Earners and Clerical Workers for Chicago, Illinois – Gary, Indiana – Kenosha, Wisconsin (all

items, 1982-1984 = 100). However, the maximum increase in cost shall be capped at five percent (5%) of the previous year's cost.

The Bidder must propose an annual cost adjustment pursuant to the terms of this section with supporting documentation in writing to the Village sixty (60) days before the expiration of the applicable term. If the Village rejects the proposed price change, it will have the option not to renew the contract.

#### **Notice to Proceed**

Work shall begin within fourteen (14) days from the **Notice to Proceed** from the Village's Streets Superintendent. All work shall be completed in accordance with the detailed specifications set forth herein, unless the Streets Superintendent grants an extension.

#### **Recertification**

If the Village renews the contract for an additional one year term, the Bidder will provide the Village with a renewed certification in the form in Section V indicating that it continues to be eligible to contract with units of local government. If a contractor or subcontractor is not able to certify that it continues to meet all requirements, it shall provide a detailed explanation of the circumstances leading to the change in certification status.

#### **Award of Agreement**

The Agreement will be awarded in whole or in part to the responsible Bidder or Bidders whose bids, conforming to the request for bids, will be most advantageous to the Village; price and other factors considered.

#### **Costs of Preparation**

The Village will not be responsible for any expenses incurred in preparing and submitting a Bid or entering into the applicable Agreement.

#### **Taxes not Applicable**

The Village of Oak Park as an Illinois municipality pays neither Illinois Sales Tax nor Federal Excise Tax (State Tax Exemption Identification Number E9998-1823-06). Contractors should exclude these taxes from their prices.

#### **Withdrawal of Bids:**

Any Contractor may withdraw its Bid at any time prior to the time specified in the advertisement as the closing time for the receipt of Bids, by signing a request therefore. No Contractor may withdraw or cancel its Bid for a period of sixty (60) calendar days after the advertised closing time for the receipt of Bids. The successful Contractor may not withdraw or cancel its Bid after having been notified that the Bid was accepted by the Village Board of Trustees.

**Investigation of Contractors**

The Village will make such investigations as are necessary to determine the ability of the Contractor to fulfill Bid requirements. If requested, the Contractor should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and Bids. In addition, the Contractor shall furnish the Village with any information the Village may request, and shall be prepared to show completed work of a similar nature to that included in its Bid. The Village reserves the right to visit and inspect the premises and operation of any Contractor.

**Rejection of Contractor**

The Village will reject any Bid from any person, firm or corporation that appears to be in default or arrears on any debt, agreement or the payment of any taxes. The Village will reject any Bid from a Contractor that failed to satisfactorily complete work for the Village under any previous agreement.

**Conditions**

Contractors are advised to become familiar with all conditions, instructions and specifications governing the work. Contractors shall be presumed to have investigated the work site, conditions and scope of the work before submitting a Bid.

**Compliance with Applicable Laws**

The Bidder will strictly comply with all ordinances of the Village of Oak Park and Village Code and laws of the State of Illinois.

**Governing Law**

All agreements entered into by the Village of Oak Park are governed by the laws of the State of Illinois without regard to conflicts of law. Any action brought to enforce an agreement with the Village of Oak Park must be brought in the state and federal courts located in Cook County, Illinois.

**Subletting of Agreement**

No agreement awarded by the Village of Oak Park shall be assigned or any part sub-agreement without the written consent of the Village of Oak Park or as noted in the Contractor's Bid. In no case shall such consent relieve the Contractor from its obligations or change the terms of the Agreement.

**Interpretation of Agreement Documents:**

Any Contractor with a question about this Bid may request an interpretation thereof from the Village. The Village will not respond to any questions regarding this bid received within 24 hours of the due date and time. If the Village changes the Bid, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will mail a copy of the addendum to all prospective Contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the Contractor's responsibility to obtain all

addenda issued. Contractors will provide written acknowledgment of receipt of each addendum issued with the Bid submission.

**Minority Business and Women Business Enterprise Requirements**

The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of Contractors and subcontractors to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

**Licenses**

The Contractor shall be responsible for becoming a licensed Contractor in the Village.

**Agreement**

The selected bidder shall enter into an Agreement with the Village to complete the Project in a form substantially similar to the Agreement attached hereto. The Agreement shall be executed by the Contractor and returned within ten (10) calendar days after the Agreement has been mailed to the Contractor. The Contractor shall execute three copies of the Agreement. One fully executed copy will be returned to the Contractor. See Section XII for a sample copy of the agreement.

**Fees and Cost**

In the event any action is brought to enforce any agreement entered into by the Village of Oak Park, or to collect any unpaid amount from the Village of Oak Park, each party bears the responsibility of paying its own attorneys' fees and costs.

**Dispute Resolution**

The Village of Oak Park does not agree to the mandatory arbitration of any dispute.

**Hold Harmless**

See Section XIII - Agreement.

**Insurance**

See Section XIII - Agreement.

**Termination of Agreement**

See Section XIII - Agreement.

### III GENERAL SPECIFICATIONS

#### Scope of Work

The purpose of this contract is to provide effective and efficient litter pick up in certain areas along Village maintained roadways. Clean streets give the Village an overall pleasant appearance. In addition, keeping debris off the street and parkway areas and out of the gutters prevents the debris from entering and plugging the sewer system. Environmentally accepted practices of debris disposal are also an important part of this work.

#### Responsibility of Contractor

The selected contractor shall furnish all labor, supervision, tools, equipment, materials and supplies, and other means necessary for performing and completing the work, and shall obtain and pay for any required permits.

#### Extent of Services

The Village of Oak Park is responsible for maintaining approximately 103 miles of streets. Within the Village are twelve (12) separate Business District areas and main streets which require regular litter pick up. There are also several events that occur in the Village that will require litter pick up prior to its occurrence.

The area to be cleaned is within the Public Rights of Way. This area is generally defined as building to building or one foot behind the sidewalk and around the corners adjacent to the area being cleaned.

The specific areas where litter is to be picked up are as shown on the attached list and map. Litter shall include paper, plastics, miscellaneous debris, etc. The frequency of the cleaning is as follows:

Areas as noted below are to be cleaned three (3) times per week (Monday thru Friday, days to be determined by the Village): (Red areas on attached Village map – Exhibit B)

1. **Downtown Oak Park** (Included in this area: Harlem - South Blvd. to Chicago, Marion – North Blvd. - Ontario, Lake – Harlem to Forest, Prairie Way and Westgate between Harlem and Marion)
2. North Boulevard (Harlem to Forest)
3. South Boulevard (Harlem to Marion)
4. **The Pleasant District** (Marion from South Boulevard to Randolph)
5. Chicago (Harlem to Marion, including the cul-de-sacs on Marion and Maple)
6. Chicago (Austin to Ridgeland)
7. Austin & Lake (Austin to Humphrey)
8. Austin & Madison (Austin to Humphrey)
9. Austin & Roosevelt (Austin to Lyman)
10. North Avenue (Harlem to Woodbine)



11. North Avenue (Austin to Ridgeland)
12. **The Hemingway District** (Oak Park from Lake to Pleasant, including portions of Lake, South and North Blvd.)
13. **Southtown District** (Oak Park & I-290 Van Buren to Lexington)
14. **Harrison Street Arts District** (Harrison from Austin to Ridgeland)

Other areas as noted below are to be cleaned two (2) times a week (Days to be determined by the Village): (Green areas on attached map – Exhibit B)

- A. Harlem (Garfield to Jackson)
- B. Austin (North Ave. to Roosevelt)
- C. North Ave. (Woodbine to Ridgeland)
- D. Lake (Forest to Humphrey)
- E. North Boulevard (Forest to Kenilworth) south side
- F. Madison (Maple to Humphrey)
- G. Oak Park (Madison to Washington)
- H. Ridgeland (1/4 block south of South Blvd. to Lake)
- I. Ridgeland (Madison to Washington)
- J. Ridgeland (Harrison to Garfield)
- K. Harrison (Maple to Scoville) south side, (Scoville to Ridgeland) both sides
- L. Flournoy (Highland to Humphrey) south side
- M. Garfield (Harlem to Wenonah) both sides, (Wenonah to Austin) north side,
- N. Lombard (Garfield to ¼ block north of Harrison)
- O. South Blvd. (Marion to Oak Park including viaducts)
- P. South Blvd. (Oak Park to Austin including viaducts, north side)
- Q. Roosevelt (Harlem to Lyman)
- R. East (1/4 block south of Garfield to ¼ block north of Harrison)

The Village and the bidder shall meet prior to commencement of the work to determine a schedule for this work. The schedule is subject to change due to weather conditions or other priorities. **The contract is based on 46 weeks of litter pickup to account for inclement weather during winter months when litter cannot be picked up due to snow coverage.**

The bidder should also take note of the various medians that exist on certain streets. The medians are also to be free of litter during the frequency as noted for the specific area.

The bidder is also expected to pay close attention to debris that accumulates on the curb drains or in the curb. The bidder shall make every reasonable effort to see that the drains are clear of debris to allow for the free flow of storm water into the drain.

The bidders employees shall be aware that they are working adjacent and sometimes in vehicular traffic. Employees shall work in a safe manner and wear an approved safety work vest and other appropriate work clothes as required.

This work is subject to weather conditions. Inclement weather such as snow may preclude this work to be completed.

#### **Alternate Bid Item for Supplemental Workforce**

Included as an alternate bid item request for this project is a program for a community based training project in cooperation with Housing Forward an Oak Park agency. Housing Forward's mission is to transition people from housing crisis to housing stability. They have an Employment Readiness program which prepares clients for a successful, re-entry into the workplace.

Should the Village accept the Contractors alternate pricing for this item, the Village would work with the Contractor and Housing Forward to provide the Contractor two employees for an eight week period while working on the Village's contract. A total of sixteen "man-weeks". The two people would become temporary Contractor employees and all wages would be paid to the employees by the Contractor. The Contractor shall provide the required employment insurances as noted in the Terms and Condition section and the Section XIII Draft Agreement. The Village would pay the Contractor at the bid rate per hour per employee for their hours worked to a maximum of 40 hours per week for the eight week period.

#### **Detail Specifications**

##### **1. Daily Reporting**

The Bidder is responsible for keeping the Village updated on its work on a daily basis. The Bidder will be required to provide the Village via email or in person a daily report identifying the employee, the date and time each site was visited during the Day. Reporting shall be made at the Oak Park Public Works Center, 201 South Blvd. or at [sbrinkman@oak-park.us](mailto:sbrinkman@oak-park.us) between the hours of 7:30 am and 4:00 pm. Village staff will be spot checking locations. **Sites found to be neglected or missed during their weekly rotation will be deducted from the month bill amount. If the Village fails to receive a daily report by the deadline the Village may withhold payment for the day's work.**

##### **2. Property Damage**

The Bidder shall take great care to avoid damaging adjacent landscaping (trees, shrubs, turf, etc.). Bidder shall be held responsible for all damage to property including, but not limited to, existing landscaping including turf, planters, bicycle racks, litter containers, light and traffic signal poles, parking meters, fire hydrants, curbs, vehicles, buildings and structures, etc. All damage will be the responsibility of the Bidder to repair to its original condition and to the satisfaction of the Village.

**3. Idling of Equipment**

The Department of Public Works has a “No Idling” policy. A copy of the policy is available from the Department of Public Works. The bidder is expected to adhere to this policy as they are an extension of the Public Works Department staff.

**4. Periodic Inspection**

Upon Request the contractor must provide the location of crews working within the village. The Streets Superintendent or his representative will periodically inspect the work and will always be available should any problems arise. The Streets Supervisor or Superintendent can be contacted at 708-358-5700.

**5. Obstruction of Streets and Rights-of-Way**

The bidder shall arrange to keep sidewalks open for traffic when possible, and to block portions of the streets only when deemed necessary to protect private property.

**6. Accident Prevention**

The bidder shall exercise every precaution at all times for the protection of the persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. Any practice obviously hazardous in the opinion of the Streets Superintendent or authorized representative shall be immediately discontinued by the bidder upon their receipt of instructions from the Streets Superintendent, or authorized representative, to discontinue such practice.

The bidder shall abide by all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations.

**7. Motorized Equipment**

Under no circumstances shall any motorized equipment be permitted to be driven on the private property or driveways without prior authorization from the resident and the Streets Superintendent while performing work under the provisions of this contract.

**8. Parking**

No off-street parking for equipment shall be provided for by the Village of Oak Park on any of the Village’s public properties except as may be designated by the Streets Supervisor or Superintendent.

**9. Disposal of Material**

The bidder shall dispose of litter in the nearest Village maintained trash can. Should the bidder find a trash can that is full and overflowing, the bidder shall deposit the debris in a different Village can. The bidder shall notify the Village of trash cans that are found to be full.

#### **10. Project Coordination**

The Contractor shall submit, in writing, the name, address and all telephone numbers of the persons in their organization to whom instructions shall be given by Public Works staff for this operation.

#### **Licenses and Permits**

The Contractor shall be responsible for becoming a licensed Contractor with the Village. The Village will issue any necessary permits for this work at no fee.

#### **Alterations, Omissions and Extra Work**

The Village of Oak Park reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

#### **Method of Payment**

The Village of Oak Park will pay monthly, all undisputed of invoices within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS505/4. The maximum interest rate for any payment not made within 30 days of approval is 1%.

Payment for LITTER PICK UP shall be paid for by each specific area and frequency that is to be cleaned at the amount as bid for each location. If work is suspended due to inclement weather, the bidder will be paid a pro-rated fee for the work done that week. Additional services will be paid for at the bidders cost per crew for each hour.

#### **Standard of Care**

The Contractor shall endeavor to perform the Services with the same skill and judgment which can be reasonably expected from similarly situated firms or entities.

The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement as applicable, including, but not limited to, Cook County's minimum wage and sick leave ordinances, respectively Cook County Ordinance Number 16-5768 and Cook County Ordinance Number 16-4229, and the Village's Living Wage Ordinance, Village of Oak Park Ordinance Number 16-093, codified as Section 2-6-20 of the Village Code, all as amended. Current copies attached as exhibit A.

The Contractor shall ensure that the Services are provided, performed, and completed in accordance with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775

ILCS 5/1-101 *et seq.* The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement.

#### **Certified Payroll**

Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this Contract and shall submit certified payroll records to the Village's Director of Public Works at any time during the term of this Contract. Contractor shall provide said certified payroll records within seven (7) days upon the request of the Director of Public Works.

#### **Change Orders**

Change Orders: Changes in the Work may be agreed to after execution of the Agreement, and without invalidating the Agreement, if the Change Order is in writing and signed. Any changes to the scope of work which result in an increase in the agreement price will be subject to an agreement addendum which must be signed by both parties. Any such Change Order will be prepared by the Village. The Contractor may only proceed with the Change upon receipt of the written Change Order signed by the Village.

Emergency Changes: Contractor may perform work not included in the Scope of Work if necessary to remedy a condition that poses an immediate threat to persons or property. Work of this nature shall be carried out only to the extent of bringing the condition under control. The Village shall be notified immediately. A Change Order will then be negotiated and executed for the work performed, and for work remaining, if any.

Minor Changes (Field Orders): The Village may verbally authorize minor changes in the Scope of Work in order to prevent a delay in the progression of the Work. These field orders may not involve a change in the agreement price or be inconsistent with the Scope of Work.

Changes Due to Unknown Conditions: The Contractor is not responsible for Changes in the Work that are due to conditions that were not reasonably observable or conditions that have changed. In such cases, the Contractor shall notify the Village and a Change Order will be negotiated.

Any Change which results in a total agreement price in excess of \$10,000 must be approved by the Village of Oak Park Board of Trustees.

#### **Correction of Work Prior To Final Payment**

The Village has the right to stop work if the Contractor fails to carry out the work in a manner acceptable to the Village. If the Village deems the Contractor's work unacceptable, at the Village's election, the Contractor shall do one of the following:

1. Promptly repair or replace the defective work, without expense to the Village, including costs associated with repairing any damage to property caused by the replacement work; or;

2. If the Village deems it unacceptable to have the Contractor correct work which has been incorrectly done, a deduction from the agreement price shall be made based on the costs to the Village to have the work repaired. Such a deduction from the agreement price shall in no way affect the Village's other remedies or relieve the Contractor from responsibility for defects and related damage occurring as a result of defective or unacceptable work.

#### **Bidder's Representative**

The bidder shall have at all times a competent foreman or superintendent on the job that shall have full authority to act for the bidder, and to receive and execute orders from the Director of Public Works or appointed representative. Any instructions given to such superintendent or person executing work for the bidder shall be binding on the bidder as though given to him personally. Bidder's representative must be proficient in the use and interpretation of the English language.

#### **Workers**

The bidders shall employ competent laborers and shall replace, at the request of the Director of Public Works any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required. Inappropriate behavior or examples of unproductive work effort will not be tolerated. The Village has the right to require a bidder's employee to be immediately removed from the work crew if the above behavior is exhibited.

#### **Time of Work**

Bidder shall only work on weekdays, (Monday through Friday), from 7:00 a.m. to 5:00 p.m. No work will be allowed on weekends or on legal holidays as recognized by the Village of Oak Park, except as authorized by the Director of Public Works.

#### **Dispute Resolution**

All disputes, including collection disputes, shall be brought in the Circuit Court of Cook County, Illinois. This agreement shall be interpreted in accordance with the laws of the State of Illinois. In any dispute resolution process, each party shall bear its own costs, including attorney's fees. Any purported agreement between the parties that states terms contrary to this paragraph will be deemed per se invalid.

#### **Reporting Requirements**

The following forms must be completed in their entirety, notarized and included as part of the Bid document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your Bid.

**IV**  
**BID FORM (Pricing)**

THE UNDERSIGNED PROPOSES TO FURNISH EQUIPMENT, MANPOWER AND MATERIAL TO COMPLETE THE VILLAGE WIDE LITTER PICK UP SERVICE LOCATIONS AS INSTRUCTED BY THE STREET SUPERINTENDENT OF THE PUBLIC WORKS DEPARTMENT, VILLAGE OF OAK PARK, 201 SOUTH BOULEVARD, OAK PARK, IL 60302.

<u>No.</u>	<u>Item Description</u>	<u>Quantity (Weeks)</u>	<u>Unit Price</u>	<u>Total Price</u>
<b>Unit 1. Business District Areas – 3 X Weekly (see Section III and map for more detail)</b>				
1.	Downtown Oak Park	46	43.50	\$2,001.00
2.	North Boulevard (Harlem to Forest)	46	43.50	\$2,001.00
3.	South Boulevard (Harlem to Marion)	46	43.50	\$2,001.00
4.	The Pleasant District	46	43.50	\$2,001.00
5.	Chicago (Harlem to Marion)	46	43.50	\$2,001.00
6.	Chicago (Austin to Ridgeland)	46	43.50	\$2,001.00
7.	Austin & Lake (Austin to Humphrey)	46	43.50	\$2,001.00
8.	Austin & Madison (Austin to Humphrey)	46	43.50	\$2,001.00
9.	Austin & Roosevelt (Austin to Lyman)	46	43.50	\$2,001.00
10.	North Ave. (Harlem to Woodbine)	46	43.50	\$2,001.00
11.	North Ave. (Austin to Ridgeland)	46	43.50	\$2,001.00
12.	The Avenue District	46	43.50	\$2,001.00
13.	Oak Park & I-290	46	43.50	\$2,001.00
14.	Harrison (Austin to Ridgeland)	46	43.50	\$2,001.00
<b>Unit 2. Main Streets - 2 X Weekly (see Section III and map for more detail)</b>				
A.	Harlem (Garfield to Jackson)	46	29.00	\$1,334.00
B.	Austin (North Ave. to Roosevelt)	46	29.00	\$1,334.00
C.	North Ave. (Woodbine to Ridgeland)	46	29.00	\$1,334.00
D.	Lake (Forest to Humphrey)	46	29.00	\$1,334.00
E.	North Boulevard (Forest to Kenilworth)	46	29.00	\$1,334.00
F.	Madison (Maple to Humphrey)	46	29.00	\$1,334.00
G.	Oak Park (Madison to Washington)	46	29.00	\$1,334.00
H.	Ridgeland (South Blvd. to Lake)	46	29.00	\$1,334.00
I.	Ridgeland (Madison to Washington)	46	29.00	\$1,334.00
J.	Ridgeland (Harrison to Garfield)	46	29.00	\$1,334.00
K.	Harrison (Maple to Ridgeland)	46	29.00	\$1,334.00
L.	Flournoy (Highland to Humphrey)	46	29.00	\$1,334.00
M.	Garfield (Harlem to Austin)	46	29.00	\$1,334.00
N.	Lombard (Garfield to Harrison)	46	29.00	\$1,334.00

O.	South Blvd. (Marion to Oak Park)	46	29.00	\$1,334.00
P.	South Blvd. (Oak Park to Austin)	46	29.00	\$1,334.00
Q.	Roosevelt (Harlem to Lyman)	46	29.00	\$1,334.00
R.	East (Garfield to Harrison)	46	29.00	\$1,334.00

Total Price \$52,026.00

Unit 3. Cost for Litter Pick Up for Special Events Per Hour \$29.00

#### Unit 4. Alternate Bid Request

Alternate Bid for Supplemental Workforce: \$ 26.00 per hour  
This rate will be applied to the hours worked by each individual, not to exceed 640 hours total  
(2 people x 40 hours/week x 8 weeks)

Brady Gott, of Cleanslate Chicago, LLC  
(Type Name of Individual Signing) (Type Name of Organization)

being first duly sworn on oath deposes and says that the bidder on the above Bid is organized as indicated below and that all statements herein made on behalf of such bidder and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their Bid from the Agreement Specifications and has checked the same in detail before submitting this Bid; that the statements contained herein are true and correct.

Signature of bidder authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of bidder shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated: 10 / 22 / 2019

Cleanslate Chicago, LLC

Organization Name (Seal - If Corporation)

By:



1540 S Ashland, Ste 105, Chicago, Illinois 60608

Authorized Signature


Address



**BID FORM CONTINUED**

Telephone 312.798.6772

Subscribed and sworn to before me this 22 day of October, 2019.

 in the State of Illinois. My  
Commission  
Notary Public

Expires on 2/6/23



**MUNICIPAL QUALIFICATION REFERENCE SHEET**

Bidders shall furnish a minimum of four (4) references from projects similar in scope within the last two (2) years.

<b><u>MUNICIPALITY</u></b>	City of Evanston
<b><u>ADDRESS</u></b>	2100 Ridge Avenue
	Evanston, IL 60201
<b><u>CONTACT</u></b>	Paul D'Agostino
<b><u>PHONE</u></b>	847-448-8060
<b><u>WORK</u></b>	
<b><u>PERFORMED</u></b>	Landscaping services in City of Evanston

<b><u>MUNICIPALITY</u></b>	Village of Skokie
<b><u>ADDRESS</u></b>	5127 Oakton Street
	Skokie, IL 60077
<b><u>CONTACT</u></b>	Elizabeth Zimmerman
<b><u>PHONE</u></b>	847-933-8427
<b><u>WORK</u></b>	
<b><u>PERFORMED</u></b>	Landscaping services

<b><u>MUNICIPALITY</u></b>	City of Aurora
<b><u>ADDRESS</u></b>	77 S. Broadway
	Aurora, IL 60505
<b><u>CONTACT</u></b>	Ruthy Harris, CCEO
<b><u>PHONE</u></b>	(630)256-3773
<b><u>WORK</u></b>	
<b><u>PERFORMED</u></b>	Mowing and landscaping services

<b><u>MUNICIPALITY</u></b>	Uptown United
<b><u>ADDRESS</u></b>	4753 N Broadway #822
	Chicago, IL 60640
<b><u>CONTACT</u></b>	Justin Weidl
<b><u>PHONE</u></b>	(773) 878-1064
<b><u>WORK</u></b>	Litter abatement, pavers restoration, landscaping
<b><u>PERFORMED</u></b>	graffiti removal, and general labor projects

V  
**BIDDER CERTIFICATION**

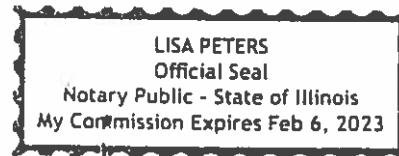
Cleanslate Chicago, LLC, as part of its Bid on an agreement for 2018 Village Wide Litter Pick Up for the Village of Oak Park, hereby certifies that said bidder selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement.

  
\_\_\_\_\_  
(Authorized Agent of bidder selected)

Subscribed and sworn to before me this 22 day of October, 2019.

  
\_\_\_\_\_  
Notary Public's Signature

- Notary Public Seal -



VI  
TAX COMPLIANCE AFFIDAVIT

Brady Gott

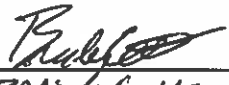
\_\_\_\_\_, being first duly sworn, deposes and says:

that he/she is Managing Director of \_\_\_\_\_  
(partner, officer, owner, etc.)

Cleanslate Chicago, LLC

\_\_\_\_\_  
(bidder selected)

The individual or entity making the foregoing Bid or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the Bid or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

  
By: BRADY GOTT  
Its: Managing Director  
BRADY GOTT  
(name of bidder if the bidder is an individual)  
(name of partner if the bidder is a partnership)  
(name of officer if the bidder is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this 22 day of October, 2019.

  
Notary Public's Signature

- Notary Public Seal -



**VII**  
**ORGANIZATION OF BIDDING FIRM**

Please fill out the applicable section:

**A. Corporation:**

The Contractor is a corporation, legally named Cleanstate Chicago and is organized and existing in good standing under the laws of the State of IL. The full names of its

Officers are:

President Maria Kim

Secretary Lance Russell

Treasurer Jeff Galowich SCN&R Registered Agent, Inc., 233 S. Wacker

Registered Agent Name and Address: Drive, Suite 5900, Chicago IL 60606

The corporation has a corporate seal. (In the event that this Bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

**B. Sole Proprietor:**

The Contractor is a Sole Proprietor. If the Contractor does business under an Assumed Name, the Assumed Name is \_\_\_\_\_, which is registered with the Cook County Clerk. The Contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

**C. Partnership:**

The Contractor is a Partnership which operates under the name \_\_\_\_\_

The following are the names, addresses and signatures of all partners:

\_\_\_\_\_

\_\_\_\_\_

Signature

Signature

(Attach additional sheets if necessary.) If so, check here \_\_\_\_\_

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

**D. Affiliates:** The name and address of any affiliated entity of the business, including a description of

the affiliation: The Cara Program /dba Cara Chicago - sole member



Signature of Owner

HUB INTERNATIONAL MIDWEST  
PHONE NO. 630-468-5600  
Email bid results to: [melissa.schmidt@hubinternational.com](mailto:melissa.schmidt@hubinternational.com)

### BID RESULTS REPORT

Regarding the enclosed bid bond(s), please return (fax) this form at your earliest convenience. **This information is required in order to expedite service on your next bond request.**

Contractor: Cleanslate Chicago, LLC

Surety: Travelers Casualty and Surety Company of America

Bid Date: 10/23/19

Project: Village-wide litter pick up services

Owner: Village of Oak Park

Bid Results: (name of contractor and \$ amounts)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

\* \_\_\_\_\_

\*(If not in top three low bids, please indicate amount bid)



**SECTION VIII**  
**BID BOND**

WE Cleanslate Chicago, LLC

as PRINCIPAL, and Travelers Casualty and Surety Company of America  
as SURETY, are held and firmly bound unto the Village of Oak Park, Illinois (hereafter referred to as "VOP") in the penal sum of Ten Percent (10%) of the total bid price, as specified in the invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the VOP this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written bid to the VOP acting through its awarding authority for the completion of the work designated as the above section.

THEREFORE if the bid is accepted and an agreement awarded to the PRINCIPAL by the VOP for the above-designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal agreement, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in Specifications then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the VOP determines the PRINCIPAL has failed to enter into a formal agreement in compliance with any requirements set forth in the preceding paragraph, then the VOP acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 23rd day of  
October A.D. 2019.

**PRINCIPAL**

Cleanslate Chicago, LLC

N/A

(Company Name)

(Company Name)

By: Brian M. Manning, Director

By: \_\_\_\_\_

(Signature & Title)

(Signature & Title)

(If PRINCIPAL is a joint venture of two or more Contractors, the company names, and authorized signatures of each Contractor must be affixed)

**BID BOND CONTINUED**

Subscribed to and Sworn before me on the

23<sup>rd</sup> day of October, 2019.

[Signature]  
Notary Public

**NAME OF SURETY**

Travelers Casualty and Surety Company of America

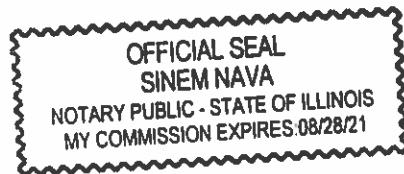
By: [Signature]

Signature of Attorney-in-Fact  
Melissa A. Schmidt

Subscribed to and Sworn before me on the

23<sup>rd</sup> day of October, 2019.

[Signature]  
Notary Public







**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Melissa A Schmidt** of **DOWNERS GROVE, Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 23rd day of October, 2019



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

**SECTION IX  
CONTRACT BOND**



**Contract Bond**

\_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_ as SURETY, are held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of \_\_\_\_\_, well and truly to be paid to the Village, for the payment of which its heirs, executors, administrators, successors and assigns, are bound jointly to pay to the Village under the conditions of this instrument.

**WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH** that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction of work, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and has further agreed that this bond will inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

**NOW THEREFORE,** if the Principal shall well and truly perform the work in accordance with the terms of the contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in the contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the work shall have been accepted, and shall save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation will be void; otherwise it will remain in full force and effect.

**IN WITNESS WHEREOF**, the **PRINCIPAL** and the **SURETY** have caused this instrument to be signed by their respective officers this \_\_\_\_ day of \_\_\_\_\_, 2019.

**NAME OF PRINCIPAL**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Title

Subscribed to and Sworn before me on the  
\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

**NAME OF SURETY**

By: \_\_\_\_\_  
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the  
\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

**SECTION X**  
**COMPLIANCE AFFIDAVIT**

I, Brady Gott, (Print Name) being first duly sworn on oath depose and state:


1. I am the (title) Managing Director of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. I have examined and carefully prepared this Bid based on the request and have verified the facts contained in the Bid in detail before submitting it;
3. The Proposing Firm is organized as indicated above on the form entitled "Organization of Proposing Firm."
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing Firm nor its affiliates<sup>1</sup> are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Bid rigging and Bid rotating, or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Proposing Firm nor its affiliates is barred from agreementing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the Contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: 

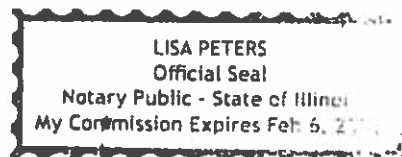
Name and address of Business: Cleanslate Chicago, 1540 S. Ashland, Ste 105, Chicago, Illinois 60608

Telephone 312.798.6772 E-Mail bgott@cleanslatechicago.org

Subscribed to and sworn before me this 22 day of October, 2019.

  
Notary Public

- Notary Public Seal -



<sup>1</sup> Affiliates means: (i) any subsidiary or parent of the agreementing business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreementing business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the agreementing business entity.

**SECTION XI**  
**M/W/DBE STATUS AND EEO REPORT**

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

1. Contractor Name: Cleanslate Chicago, LLC
2. Check here if your firm is:
- ☐ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
  - ☐ Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
  - ☐ Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
  - ☒ None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?
- 22                      Number of full-time employees
- 57                      Number of part-time employees
4. Similar information will be requested of all subcontractors working on this agreement. Forms will be furnished to the lowest responsible Contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: 

Date: 10/22/2019

# EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. An incomplete form will disqualify your Bid. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

An EEO-1 Report may be submitted in lieu of this report.

Contractor Name Cleanslate Chicago, LLC

Total Employees 80

Job Categories	Total Employees	Total Males	Total Females	Males					Females				Total Minorities
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander		
Officials & Managers	3	2	1	0	0	0	0	0	1	0	0	1	
Professionals													
Technicians	16	14	2	9	3	0	0	2	0	0	0	14	
Sales Workers													
Office & Clerical	3	2	1	2	0	0	0	1	0	0	0	3	
Semi-Skilled													
Laborers													
Service Workers	58	43	15	40	1	0	0	13	0	0	0	54	
TOTAL													
Management													
Trainees													
Apprentices													

This completed and notarized report must accompany your Bid. It should be attached to your Affidavit of Compliance. Failure to include it with your Bid will be disqualify you from consideration.

BRADY GOTT, being first duly sworn, deposes and says that he/she is the MANAGING DIRECTOR

(Name of Person Making Affidavit) (Title or Officer)

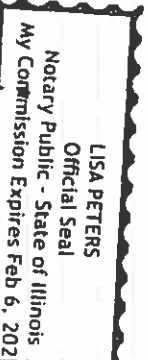
of CLEANSULATE CHICAGO, LLC and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon, Subscribed and sworn to before me this 22 day of OCTOBER, 2019

*Brady Gott*

10/22/2019

(Signature) (Date)



**SECTION XII**  
**NO BID EXPLANATION**

**NOT APPLICABLE**

If your firm does not wish to propose on the attached specifications, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a Bid.

**Bid Name: Project No. 20-103; Village of Oak Park Village 2020 Village Wide Litter Pickup Services**

Comments:

Signed: n/a

Phone: \_\_\_\_\_

**XIII**  
**AGREEMENT**  
**(For Reference – Do Not Fill Out)**



**INDEPENDENT CONTRACTOR AGREEMENT**

**THIS INDEPENDENT CONTRACTOR AGREEMENT** ("Contract") is entered into on this \_\_\_\_\_ day of December, 2019, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the "Village"), and \_\_\_\_\_ a \_\_\_\_\_ (hereafter the "Contractor").

**WHEREAS**, Contractor submitted a Proposal dated \_\_\_\_\_, \_\_\_\_\_ a copy of which is attached hereto and incorporated herein by reference, to provide \_\_\_\_\_ (hereinafter referred to as the "Work") for the \_\_\_\_\_ (hereinafter referred to as the "Project") pursuant to the Village's Request for Proposals dated \_\_\_\_\_, \_\_\_\_\_, incorporated herein by reference as though fully set forth; and

**WHEREAS**, the Contractor represented in said Proposal that it has the necessary personnel, experience, and competence to promptly complete the Project and the Work required hereunder (hereinafter referred to as the "Work"); and

**WHEREAS**, Contractor shall perform the Work pursuant to the terms and conditions of this Contract.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

**1. RECITALS INCORPORATED**

The above recitals are incorporated herein as though fully set forth.

**2. SCOPE OF WORK**

Contractor shall perform the Work for the Project in accordance with its Proposal for a price not to exceed \$\_\_\_\_\_ ("Contract Price"). Contractor shall complete the Work in accordance with any applicable manufacturers' warranties and in accordance with its Proposal, the Village's Request for Proposals, and this Contract, all of which,



together shall constitute the "Contract Documents." The Contractor acknowledges that it has inspected the site(s) where the Work is to be performed and that it is fully familiar with all of the conditions at the site(s), and further that its Proposal has adequately taken into consideration all of the conditions at the sites. The Contractor hereby represents and warrants that it has the skill and experience necessary to complete the Work in a good and workmanlike manner in accordance with the Contract Documents, and that the Work shall be free from defects. Contractor shall achieve completion of all work required pursuant to the Contract Documents ("Contract Time"). The Contract Time is of the essence. In the event the Contractor fails to complete the Work on or before said date, the Village shall be entitled to liquidated damages in the amount of \$500.00 per day for each day the Work remains uncompleted beyond the completion date set forth above. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the Work is not completed on time. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site(s).

### **3. DESIGNATED REPRESENTATIVES**

Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of Contractor and with the effect of binding Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of Contractor as having been properly and legally given by Contractor. Contractor shall have the right to change its designated representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

The Village's Street Superintendent shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Contract. Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing Contractor with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

#### **4. TERM OF CONTRACT**

Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and ending on the date that the Work is completed as determined by the Village. The Contractor shall invoice the Village for the Work provided pursuant to this Contract at the rates set forth in its Proposal. The term of this Contract may be extended in writing for additional periods of time pursuant to the consent of the parties.

#### **5. PAYMENT SCHEDULE**

Contractor shall, as a condition precedent to its right to receive any payment, submit to the Village an application for payment and such receipts, vouchers, and other documents as may be necessary to establish the Contractor's payment for all labor and material and the absence of any interest whether in the nature of a lien or otherwise of any party in any property, work, or fund with respect to the Work performed hereunder. Such documents shall include, where relevant, the following forms, copies of which are attached hereto:

- (i) Contractor's sworn statement;
- (ii) Contractor's partial or final waiver of lien;
- (iii) Subcontractor's sworn statement(s); and
- (iv) Subcontractor's partial or final waiver of lien.

Payment by the Village shall be conditioned upon an inspection by the Village of the Work completed and submission of required waivers by the Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the work. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Final payment for any Work performed by the Contractor pursuant to an invoice by Contractor shall be made by the Village to the Contractor when Contractor has fully performed the work and the work has been approved by the Village and submission of required waivers and paperwork by Contractor. Approval of the work and issuance of the final payment by the Village shall not constitute a waiver of, or release Contractor from, any defects in the work.

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to the Contract Documents; damage for which Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Contract. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to Contractor.

## **6. TERMINATION**

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the work pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 12 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to Contractor all amounts due for the work performed up to the date of termination.

## **7. COMPLIANCE WITH APPLICABLE LAWS**

Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body now in effect during the performance of the work. By way of example only and not as a limitation, the following are included within the scope of the laws, regulations and rules with which the Contractor must comply: all forms of workers' compensation Laws, all terms of the equal employment opportunity rules and regulations of the Illinois Department of Human Rights, statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

## **8. INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village would otherwise have. Contractor shall similarly protect, indemnify and hold and save harmless, the Village, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages,

compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

**9. INSURANCE**

Contractor shall at Contractor's expense secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. Contractor shall furnish "Certificates of Insurance" to the Village before beginning work on the Project pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen thirty (30) days written notice to the certificate holder named to the left."

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

**(A) Commercial General Liability:**

i. Coverage to include Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00

iii. Coverage for all claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor.

**(B) Workers' Compensation:**

i. Workers' compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract, and if work is subcontracted pursuant to the provisions of this Contract, Contractor shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Workers' Compensation Act, Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

**(C) Comprehensive Automobile Liability:**

i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:

Combined Single Limit	\$1,000,000.00
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**(D) Umbrella:**

i. Limits:

Each Occurrence/Aggregate	\$5,000,000.00
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(E) The Village, its officers, officials, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, agents, and volunteers.

(F) Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, agents and volunteers as herein provided.

**10. GUARANTY**

Contractor warrants and guarantees that its Work provided for the Project to be performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, performed, furnished, used, or installed under this Contract, shall be free from defects and flaws in workmanship or design; shall strictly conform to the requirements of this Contract; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Contract. Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Contract shall be fulfilled.

Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall

not be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

**11. AFFIDAVIT OR CERTIFICATE**

Contractor shall furnish any affidavit or certificate in connection with the work covered by this Contract as required by law.

**12. NOTICES**

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by email or facsimile transmission to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

**To the Village:**

Village Manager  
Village of Oak Park  
123 Madison St.  
Oak Park, Illinois 60302-4272  
708-358-5770  
Email: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)  
Fax: 708-358-5101

**To Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

Notice by facsimile or email transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile or email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

**13. AUTHORITY TO EXECUTE**

The individuals executing this Contract on behalf of Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Contract.

**14. EFFECTIVE DATE**

The effective date of this Contract as reflected above and below shall be the date that the Village Manager executes this Contract on behalf of the Village.

**15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS**

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract between the parties with respect to the accomplishment of the Work. No right or interest in this Contract shall be assigned, in whole or in part, by either party without the prior written consent of the other party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between the Contractor and a proposed subcontractor to perform any of the Work. This Contract shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided.

**16. INDEPENDENT CONTRACTOR**

Contractor shall have the full control of the ways and means of performing the Work referred to above and that the Contractor and its employees, representatives or subcontractors are not employees of the Village, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Work.

**17. CONTRACT BOND**

Before commencing the work on the Project, Contractor shall furnish a Contract Bond. The Contract Bond shall be in an amount of ten thousand (\$10,000.00) dollars as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on a standard AIA document, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest responsible proposer or re-advertise for proposals. A charge against Contractor may be made for the difference between the amount of Contractor's Proposal and the amount for which a contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

**18. GOVERNING LAW AND VENUE**

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Contract shall be in the Circuit Court of Cook County, Illinois.

**19. AMENDMENTS AND MODIFICATIONS**

This Contract may be modified or amended from time-to-time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

**20. NON-WAIVER OF RIGHTS**

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**21. CONFLICT**

In case of a conflict between any provision(s) of the Village's Request for Proposals or the Contractor's Proposal and this Contract, this Contract and the Village's Request for Proposals shall control to the extent of such conflict.

**22. HEADINGS AND TITLES**

The headings and titles provided in this Contract are for convenience only and shall not be deemed a part of this Contract.

**23. COOPERATION OF THE PARTIES**

The Village and Contractor shall cooperate in the provision of the Work to be provided by Contractor pursuant to this Contract and in compliance with applicable laws, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA"), and the provision of any documents and information pursuant to a FOIA request. Contractor shall provide any and all responsive documents to the Village pursuant to a FOIA request at no cost to the Village.



**24. CERTIFIED PAYROLL**

Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this Contract and shall submit certified payroll records to the Village's Director of Public Works at any time during the term of this Contract. Contractor shall provide said certified payroll records within seven (7) days upon the request of the Director of Public Works.

**25. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES**

This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or pdf copy of this Agreement and any signature(s) thereon will be considered for all purposes as an original.

**26. STANDARD OF CARE**

26.1. The Contractor shall endeavor to perform the Services with the same skill and judgment which can be reasonably expected from similarly situated firms or entities.

26.2. The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement as applicable, including, but not limited to, Cook County's minimum wage and sick leave ordinances, respectively Cook County Ordinance Number 16-5768 and Cook County Ordinance Number 16-4229, and the Village's Living Wage Ordinance, Village of Oak Park Ordinance Number 16-093, codified as Section 2-6-20 of the Village Code, all as amended.

26.3. The Contractor shall ensure that the Services are provided, performed, and completed in accordance with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -  
SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be signed by their duly authorized representatives on the dates set forth below.

**VILLAGE OF OAK PARK**

\_\_\_\_\_

\_\_\_\_\_  
By: Cara Pavlicek  
Its: Village Manager

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_, 2019

Date: \_\_\_\_\_, 2019

**ATTEST**

**ATTEST**

\_\_\_\_\_  
By: Vicki Scaman  
Its: Village Clerk

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_, 2019

Date: \_\_\_\_\_, 2019

## **EXHIBIT A.**

**Cook County Minimum Wage Ordinance  
Cook County Sick Leave Ordinance  
Village of Oak Park ORD 16-106\_G\_090616**

**Exhibit A.**

**Cook County Minimum Wage Ordinance**

**Cook County Sick Leave Ordinance**

**Village of Oak Park ORD 16-106\_G\_090616**

**16-5768  
ORDINANCE**

**Sponsored by**

**THE HONORABLE LARRY SUFFREDIN, LUIS ARROYO JR, RICHARD R. BOYKIN,  
JERRY BUTLER, JOHN P. DALEY, JOHN A. FRITCHEY, BRIDGET GAINER,  
JESÚS G. GARCÍA, EDWARD M. MOODY, STANLEY MOORE, DEBORAH SIMS,  
ROBERT B. STEELE AND JEFFREY R. TOBOLSKI, COUNTY COMMISSIONERS**

**AN ORDINANCE CREATING A MINIMUM WAGE IN COOK COUNTY**

**WHEREAS**, Cook County, Illinois is a home-rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may regulate for the protection of the public welfare; and

**WHEREAS**, promoting the welfare of those who work within the County's borders is an endeavor that plainly meets this criterion; and

**WHEREAS**, enacting a minimum wage for workers in Cook County that exceeds the state minimum wage is entirely consistent with the Illinois General Assembly's finding that it "is against public policy for an employer to pay to his employees an amount less than that fixed by" the Illinois Minimum Wage Law, 820 ILCS 105/2.

**NOW, THEREFORE, BE IT ORDAINED**, by the Cook County Board of Commissioners that Chapter 42 Human Relations, Article I In General, Division 2 Cook County Minimum Wage Ordinance, Sections 42-7 through 42-19 of the Cook County Code are hereby enacted as follows:

**Sec. 42-7. - Short Title.**

This Division shall be known and may be cited as the Cook County Minimum Wage Ordinance.

**Sec. 42-8. - Definitions.**

For purposes of this Division, the following definitions apply:

*Covered Employee* means any Employee who is not subject to any of the exclusions set out in Section 42-12 below, and who, in any particular two-week period, performs at least two hours of work for an Employer while physically present within the geographic boundaries of Cook County. For purposes of this definition, time spent traveling in Cook County that is compensated time, including, but not limited to, deliveries, sales calls, and travel related to other business activity taking place within Cook County, shall constitute work while physically present within the geographic boundaries of Cook County; however, time spent traveling in Cook County that is uncompensated commuting time shall not constitute work while physically present within the geographic boundaries of Cook County.

*CPI* means the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor.

*Director* means the Executive Director of the Cook County Commission on Human Rights.

*Domestic worker* means a person whose primary duties include housekeeping; house cleaning; home management; nanny services, including childcare and child monitoring; caregiving, personal care or home health services for elderly persons or persons with illnesses, injuries, or disabilities who require assistance in caring for themselves; laundering; cooking; companion services; chauffeuring; and other household services to members of households or their guests in or about a private home or residence, or any other location where the domestic work is performed.

*Employee, Gratuities, and Occupation* have the meanings ascribed to those terms in the Minimum Wage Law, with the exception that all Domestic Workers, including Domestic Workers employed by Employers with fewer than four (4) employees, shall fall under the definition of the term "Employee".

*Employer* means any individual, partnership, association, corporation, limited liability company, business trust, or any person or group of persons that gainfully employs at least one Covered Employee. To qualify as an Employer, such individual, group, or entity must (1) maintain a business facility within the geographic boundaries of Cook County and/or (2) be subject to one or more of the license requirements in Title 4 of this Code.

*Fair Labor Standards Act* means the United States Fair Labor Standards Act of 1938, 29 USC § 201 et seq., in force on the effective date of this chapter and as thereafter amended.

*Minimum Wage Law* means the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force on the effective date of this chapter and as thereafter amended.

*Subsidized Temporary Youth Employment Program* means any publicly subsidized summer or other temporary youth employment program through which persons aged 24 or younger are employed by, or engaged in employment coordinated by, a nonprofit organization or governmental entity.

*Subsidized Transitional Employment Program* means any publicly subsidized temporary employment program through which persons with unsuccessful employment histories and/or members of statistically hard-to-employ populations (such as formerly homeless persons, the long-term unemployed, and formerly incarcerated persons) are provided temporary paid employment and case-managed services under a program administered by a nonprofit organization or governmental entity, with the goal of transitioning program participants into unsubsidized employment.

*Tipped Employee* has the meaning ascribed that term in the Fair Labor Standards Act.

*Wage* means compensation due an Employee by reason of his employment.

#### **Sec. 42-9. - Minimum Hourly Wage.**

Except as provided in Sections 42-10 of this Code, every Employer shall pay no less than the following Wages to each Covered Employee for each hour of work performed for that Employer while physically present within the geographic boundaries of Cook County:

- (a) Beginning on July 1, 2017, the greater of: (1) the minimum hourly Wage set by the Minimum Wage Law; (2) the minimum hourly Wage set by the Fair Labor Standards Act; or (3) \$10.00 per hour.
- (b) Beginning on July 1, 2018, the greater of: (1) the minimum hourly Wage set by the Minimum Wage Law; (2) the minimum hourly Wage set by the Fair Labor Standards Act; or (3) \$11.00 per hour.
- (c) Beginning on July 1, 2019, the greater of: (1) the minimum hourly Wage set by the Minimum Wage Law; (2) the minimum hourly Wage set by the Fair Labor Standards Act; or (3) \$12.00 per hour.
- (d) Beginning on July 1, 2020, the greater of: (1) the minimum hourly Wage set by the Minimum Wage Law; (2) the minimum hourly Wage set by the Fair Labor Standards Act; or (3) \$13.00 per hour.
- (e) Beginning on July 1, 2021, and on every July 1 thereafter, the greater of: (1) the minimum hourly Wage set by the Minimum Wage Law; (2) the minimum hourly Wage set by the Fair Labor Standards Act; or (3) Cook County's minimum hourly Wage from the previous year, increased in proportion to the increase, if any, in the CPI, provided, however, that if the CPI increases by more than 2.5 percent in any year, the Cook County minimum Wage increase shall be capped at 2.5 percent, and that there shall be no Cook County minimum Wage increase in any year when the unemployment rate in Cook County for the preceding year, as calculated by the Illinois Department of Employment Security, was equal to or greater than 8.5 percent. Any increase pursuant to subsection 42-9(e) shall be rounded up to the nearest multiple of \$0.05. Any increase pursuant to subsection 42-9(e) shall remain in effect until any subsequent adjustment is made. On or before June 1, 2021, and on or before every June 1 thereafter, the Director shall make available to Employers a bulletin announcing the adjusted minimum hourly Wage for the upcoming year.

**Sec. 42-10. - Minimum hourly wage in occupations receiving gratuities.**

(a) Every Employer of a Covered Employee engaged in an Occupation in which Gratuities have customarily and usually constituted part of the remuneration shall pay no less than the following Wage-to each Covered Employee for each hour of work performed for that Employer while physically present within the geographic boundaries of the County:

- (1) Beginning on July 1, 2017, the greater of: (A) the minimum hourly Wage set by the Fair Labor Standards Act for Tipped Employees; or (B) the minimum hourly Wage set by the Minimum Wage Law for workers who receive Gratuities.

(2) Beginning on July 1, 2018, and on every July 1 thereafter, the greater of (A) the minimum hourly Wage set by the Fair Labor Standards Act for tipped workers; (B) the minimum hourly Wage set by the Minimum Wage Law for workers who receive Gratuities; or (C) Cook County's minimum hourly Wage from the previous year for workers who receive Gratuities, increased in proportion to the increase, if any, in the CPI, provided, however, that if the CPI increases by more than 2.5 percent in any year, the Cook County minimum Wage increase for workers who receive Gratuities shall be capped at 2.5 percent, and that there shall be no Cook County minimum Wage increase for workers who receive Gratuities in any year when the unemployment rate in Cook County for the preceding year, as calculated by the Illinois Department of Employment Security, was equal to or greater than 8.5 percent. Any increase pursuant to subsection 42-10 (a)(3)(C) shall be rounded up to the nearest multiple of \$0.05. Any increase pursuant to subsection 42-10 (a)(3) shall remain in effect until any subsequent adjustment is made. On or before June 1, 2018, and on or before every June 1 thereafter, the Director shall make available to Employers a bulletin announcing Cook County's minimum hourly Wage for the upcoming year for workers who receive Gratuities.

(b) Each Employer that pays a Covered Employee the Wage described in subsection 42-10 (a) shall transmit to the Director, in a manner provided by regulation, substantial evidence establishing: (1) the amount the Covered Employee received as Gratuities during the relevant pay period; and (2) that no part of that amount was returned to the Employer. If an Employer is required by the Minimum Wage Law to provide substantially similar data to the Illinois Department of Labor, the Director may allow the Employer to comply with this subsection 42-10 (b) by filing a copy of the state documentation.

#### **Sec. 42-11. - Overtime compensation.**

The Wages set out in Sections 42-9 and 42-10 are subject to the overtime compensation provisions in the Cook County Minimum Wage Law, with the exception that the definitions of "Employer" and "Employee" in this chapter shall apply.

#### **Sec. 42-12. - Exclusions.**

This chapter shall not apply to hours worked:

(a) By any person subject to subsection 4(a)(2) of the Minimum Wage Law, with the exception that the categories of Employees described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Minimum Wage Law shall be entitled to the Wages described in Sections 42-9 and 42-10, whichever applies, as well as the overtime compensation described in Section 42-11;

(b) By any person subject to subsection 4(a)(3), subsection 4(d), subsection 4(e), Section 5, or Section 6 of the Minimum Wage Law;

(c) For any governmental entity other than the Cook County, a category that, for purposes of this chapter, includes, but is not limited to, any unit of local government, the Illinois state government, and the government of the United States, as well as any other federal, state, or local governmental agency or department;

(d) For any Subsidized Temporary Youth Employment Program; or

(e) For any Subsidized Transitional Employment Program.



**Sec. 42-13. - Applications to Collective Bargaining Agreements.**

Nothing in this chapter shall be deemed to interfere with, impede, or in any way diminish the right of employees to bargain collectively with their employers through representatives of their own choosing in order to establish wages or other conditions of work in excess of the applicable minimum standards of the provisions of this chapter. The requirements of this chapter may be waived in a bona fide collective bargaining agreement, but only if the waiver is set forth explicitly in such agreement in clear and unambiguous terms.

**Sec. 42-14. - Applications to the Cook County Living Wage Ordinance for Procurements.**

Nothing in this chapter shall be deemed conflict with Article IV, Division 3 of the Cook County Code. All Contractors must comply with the Wage Requirements set forth in Article IV, Division 3, even if the wages required to be paid are higher than those set forth within this chapter.

**Sec. 42-15. - Notice and Posting.**

(a) Every Employer shall post in a conspicuous place at each facility where any Covered Employee works that is located within the geographic boundaries of Cook County a notice advising the Covered Employee of the current minimum Wages under this chapter, and of his rights under this chapter. The Director shall prepare and make available a form notice that satisfies the requirements of this subsection 42-14 (a). Employers that do not maintain a business facility within the geographic boundaries of Cook County and households that serve as the worksites for Domestic Workers are exempt from this subsection 42-14(a).

(b) Every Employer shall provide with the first paycheck subject to this chapter issued to a Covered Employee a notice advising the Covered Employee of the current minimum Wages under this chapter, and of the Employee's rights under this chapter. The Director shall prepare and make available a form notice that satisfies the requirements of this subsection 42-14(b).

**Sec. 42-16. - Retaliation Prohibited.**

It shall be unlawful for any Employer to discriminate in any manner or take any adverse action against any Covered Employee in retaliation for exercising any right under this chapter, including, but not limited to, disclosing, reporting, or testifying about any violation of this chapter or regulations promulgated thereunder. For purposes of this Section, prohibited adverse actions include, but are not limited to, unjustified termination, unjustified denial of promotion, unjustified negative evaluations, punitive schedule changes, punitive decreases in the desirability of work assignments, and other acts of harassment shown to be linked to such exercise of rights.

**Sec. 42-17. - Enforcement – Regulations.**

The Cook County Commission on Human Rights shall enforce this chapter, and the Director is authorized to adopt regulations for the proper administration and enforcement of its provisions.

**Sec. 42-18. - Violation – Penalty.**

Any Employer who violates this chapter or any regulation promulgated thereunder shall be subject to a fine of not less than \$500.00 nor more than \$1,000.00 for each offense. Each day that a violation continues shall constitute a separate and distinct offense to which a separate fine shall apply.

**Sec. 42-19. - Private Cause of Action.**

If any Covered Employee is paid by his Employer less than the Wage to which he is entitled under this chapter, the Covered Employee may recover in a civil action three times the amount of any such underpayment, together with costs and such reasonable attorney's fees as the court allows. An agreement by the Covered Employee to work for less than the Wage required under this chapter is no defense to such action.

**BE IT FURTHER ORDAINED**, by the Cook County Board of Commissioners, that Chapter 34 Finance, Article IV Procurement Code, Division 4 Disqualifications and Penalties, Section 34-179 of the Cook County Code is hereby amended as follows:

**Sec. 34-179. - Disqualification due to violation of laws related to the payment of wages and Employer Paid Sick Leave Ordinance.**

(a) A Person including a Substantial Owner (as defined in Part I, Chapter 34, Article V, Section 34-367 of the Cook County Code) who has admitted guilt or liability or has been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., the Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., the Employee Classification Act, 820 ILCS 185/1 et seq., the Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., or any comparable state statute or regulation of any state, which governs the payment of wages shall be ineligible to enter into a Contract with the County for a period of five years from the date of conviction, entry of a plea, administrative finding or admission of guilt.

(b) A person including a Substantial Owner who has admitted guilt or liability or has been adjudicated guilty or liable in any judicial or administrative proceeding of violating the Cook County Minimum Wage Ordinance (Section 42-7 - 42-15 of the Cook County Code) shall be ineligible to enter into a Contract with the County for a period of five years from the date of conviction, entry of a plea, administrative finding or admission of guilt.

~~(b c)~~ The CPO shall obtain an affidavit or certification from every Person or Substantial Owner (as defined in Part I, Chapter 34, Article V, Section 34-367 of the Cook County Code) from whom the County seeks to make a Contract with certifying that the Person seeking to do business with the County including its Substantial Owners (as defined in Part I, Chapter 34, Article V, Section 34- 367 of the Cook County Code) has not violated the statutory provisions identified in Subsection (a) and or (b) of this Section.

~~(e d)~~ For Contracts entered into following the effective date of this Ordinance, if the County becomes aware that a Person including Substantial Owner (as defined in Part I, Chapter 34, Article V, Section 34-367 of the Cook County Code) under contract with the County is in violation of Subsection (a) or (b) of this Section, then, after notice from the County, any such violation(s) shall constitute a default under the Contract.

~~(d e)~~ If a Person including a Substantial Owner (as defined in Part I, Chapter 34, Article V, Section 34-367 of the Cook County Code) is ineligible to contract with the County due to the provisions of Subsection (a) or (b) of this Section, the Person seeking the Contract may submit a request for a reduction or waiver of the ineligibility period to the CPO. The request shall be in writing in a manner and form prescribed by the CPO and shall include one or more of the following actions have been taken:

- (1) There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner;
- (2) Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation;
- (3) Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default; or
- (4) Other factors that the Person or Substantial Owner believe are relevant.

The CPO shall review the documentation submitted, make any inquiries deemed necessary, request additional documentation where warranted and determine whether a reduction or waiver is appropriate. Should the CPO determine that a reduction or waiver of the ineligibility period is appropriate; the CPO shall submit its decision and findings to the County Board.

(e f) A Using Agency may request an exception to such period of ineligibility by submitting a written request to the CPO, supported by facts that establish that it is in the best interests of the County that the Contract be made from such ineligible Person. The CPO shall review the documentation, make any inquiries deemed necessary, and determine whether the request should be approved. If an exception is granted, such exception shall apply to that Contract only and the period of ineligibility shall continue for its full term as to any other Contract. Said exceptions granted by the CPO shall be communicated to the County Board.

**BE IT FURTHER ORDAINED**, by the Cook County Board of Commissioners, that Chapter 74 Taxation, Article II Real Property Taxation, Division 2 Classification System for Assessment, Section 74-74 of the Cook County Code is hereby amended as follows:

**Sec. 74-74. - Laws regulating the payment of wages and Employer Paid Sick Leave.**

- (a) Except where a Person has requested an exception from the Assessor and the County Board expressly finds that granting the exception is in the best interest of the County, such Person including any Substantial Owner (as defined in Part I, Chapter 34, Article V, Section 34-367 of the Cook County Code) shall be ineligible to receive any property tax incentive noted in Division 2 of this Article if, during the five year period prior to the date of the application, such Person or Substantial Owner (as defined in Part I, Chapter 34, Article V, Section 34-367 of the Cook County Code) admitted guilt or liability or has been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., the Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., the Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., the Worker Adjustment and Retraining Notification Act, 29 U.S.C. 2101 et seq., the Employee Classification Act, 820 ILCS 185/1 et. seq., the Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., or any comparable state statute or regulation of any state, which governs the payment of wages.
- (b) The Assessor shall obtain an affidavit or certification from every Person and Substantial Owner (as defined in Part I, Chapter 34, Article V, Section 34-367 of the Cook County Code) who seeks a property tax incentive from the County as noted in Division 2 of this Article certifying that the Person or Substantial Owner (as defined in Part I, Chapter 34, Article V, Section 34-367 of the Cook County Code) has not violated the statutory provisions identified in Subsection (a) of this Section.

(c) If the County or Assessor becomes aware that a Person or Substantial Owner (as defined in Part I, Chapter 34, Article V, Section 34-367 of the Cook County Code) has admitted guilt or liability or has been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., the Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., the Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., the Worker Adjustment and Retraining Notification Act, 29 U.S.C. 2101 et seq., the Employee Classification Act, 820 ILCS 185/1 et. seq., the Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., or any comparable state statute or regulation of any state, which governs the payment of wages during the five year period prior to the date of the application, but after the County has reclassified the Person's or Substantial Owner's (as defined in Part I, Chapter 34, Article V, Section 34-367 of the Cook County Code) subject property under a property tax incentive classification, then, after notice from the Assessor of such violation, the Person or Substantial Owner shall have 45 days to cure its violation and request an exception or waiver from the Assessor. Failure to cure or obtain an exception or waiver of ineligibility from the Assessor shall serve as grounds for revocation of the classification as provided by the Assessor or by the County Board by Resolution or Ordinance. In case of revocation or cancellation, the Incentive Classification shall be deemed null and void for the tax year in which the incentive was revoked or cancelled as to the subject property. In such an instance, the taxpayer shall be liable for and shall reimburse to the County Collector an amount equal to the difference in the amount of taxes that would have been collected had the subject property not received the property tax incentive.

(d) The Assessor shall obtain an affidavit or certification from every Person and Substantial Owner who seeks a property tax incentive from the County that the applicant pays a Wage as defined in Section 42-8 to its employees in accordance with Sections 42-7 through 42-15 of the Cook County Code.

**BE IT FURTHER ORDAINED**, by the Cook County Board of Commissioners, that Chapter 54 Licenses, Permits and Miscellaneous Business Regulations, Article X General Business Licenses, Section 54-384 and Section 54-390 of the Cook County Code are hereby amended as follows:

**Sec. 54-384. - License application.**

All applications for a General Business License shall be made in writing and under oath to the Director of Revenue on a form provided for that purpose.

(a) Every application for a County General Business License shall be submitted and signed by the Person doing business or authorized representative of the Person doing business and shall contain the following:

- (1) Name of the applicant.
- (2) Business address.
- (3) Social security numbers, Tax ID number, and residence addresses of its sole proprietor or the three individuals who own the highest percentage interests in such Person and any other individual who owns five percent or more interest therein.
- (4) Pin number of the property or properties where the business is being operated.
- (5) A brief description of the business operations plan.

(6) Sales tax allocation code. The sales tax allocation code identifies a specific sales tax geographic area and is used by the State of Illinois for sales tax allocation purposes.

(7) Certification that applicant is in compliance with all applicable County Ordinances.

(8) For Business Licenses applied for or renewed following the effective date of this provision, certification that the applicant has not, during the five-year period prior to the date of the application for a Business License, admitted guilt or liability or has been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., the Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., the Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., the Worker Adjustment and Retraining Notification Act, 29 U.S.C. 2101 et seq., the Employee Classification Act, 820 ILCS 185/1 et seq., the Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., or any comparable state statute or regulation of any state, which governs the payment of wages.

(9) Certification that the applicant pays a Wage as defined in Section 42-8 to its employees that conforms with Sections 42-7 - 42-15 of the Cook County Code

(b) The Director of Revenue shall be the custodian of all applications for licenses which [sic] under provisions of this Code. All information received by the Department from applications filed pursuant to this article or from any investigations conducted pursuant to this article, except for official County purposes, or as required by the Freedom of Information Act, shall be confidential.

(c) The General Business License applicant may be subject to an inspection by the following county departments including, but not limited to, Health, Building and Zoning and the Environment, prior to licensing.

(d) It shall be grounds for denial and/or revocation of any license issued under the provisions of this article whenever the license applicant knowingly includes false or incomplete information in the license application or is in violation of a County Ordinance.

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**Sec. 54-390. - Failure to comply-Code of Ordinances.**

(a) Failure to comply with applicable Cook County Code of Ordinances may result in general business license suspension or revocation.

(b) Persons doing business in unincorporated Cook County must comply with this article and, including but not limited to, the following Cook County Code of Ordinances:

(1) Chapter 30. Environment; or

(2) Chapter 38. Article III, Public Health and Private Nuisances; or

(3) Chapter 58: Article III, Offenses involving Public Safety, and Article IV, Offenses Involving Public Morals; or

(4) The Cook County Building Ordinance, adopted originally on March 11, 1949, as amended, and/or the Cook County Building Code; or

(5) Chapter 74 Taxation; or

(6) The Cook County Zoning Ordinance, as amended; or

(7) Chapter 42 Human Relations.

**Effective Date:** This Ordinance shall take effect immediately upon passage.

Approved and adopted this 26th of October 2016.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

**16-4229  
ORDINANCE**

**Sponsored by**

**THE HONORABLE BRIDGET GAINER, JESÚS G. GARCÍA, LUIS ARROYO JR.,  
RICHARD R. BOYKIN, JOHN P. DALEY, JOHN A. FRITCHEY, DEBORAH SIMS,  
ROBERT B. STEELE AND LARRY SUFFREDIN, COUNTY COMMISSIONERS**

**ESTABLISHING EARNED SICK LEAVE FOR EMPLOYEES IN COOK COUNTY**

**WHEREAS**, the County of Cook is a home rule unit of government pursuant to the 1970 Illinois Constitution, Article VII, Section 6 (a); and

**WHEREAS**, pursuant to their home rule powers, the Cook County Commissioners may exercise any power and perform any function relating to their governments and affairs, including the power to regulate for the protection of the public health, safety, morals and welfare; and

**WHEREAS**, employees in every industry occasionally require time away from the workplace to tend to their own health or the health of family members; and

**WHEREAS**, in Cook County approximately 40 percent, or 840,000, private sector workers receive no paid sick leave; and

**WHEREAS**, earned sick leave has a positive effect on the health of not only employees and their family members, but also the health of fellow workers and public at large and the most comprehensive national survey of United States restaurant workers found that two-thirds of restaurant wait staff and cooks have come to work sick; and

**WHEREAS**, earned sick leave reduces healthcare expenditures by promoting access to primary and preventative care and reduces reliance on emergency care; and

**WHEREAS**, nationally providing all workers with earned sick leave would result in \$1.1 billion in annual savings in hospital emergency department costs; and

**WHEREAS**, nearly one (1) in four (4) American women report domestic violence by an intimate partner, nearly one (1) in five (5) women have been raped, and nearly one (1) in six (6) women have been stalked. Many workers, men and women, need time off to care for themselves after these incidents, or to find solutions, such as protective orders or new housing, to avoid or prevent further domestic or sexual violence. Without paid time off, employees are in grave danger of losing their jobs, which can be devastating when victims need economic security to ensure their own safety and that of their children; and

**WHEREAS**, at least 28 local jurisdictions have enacted Earned Sick Leave including Chicago, New York City, Los Angeles, San Francisco, Oakland, Minneapolis, Philadelphia, Jersey City and Seattle; and

**WHEREAS**, a cost model developed by the Civic Consulting Alliance found that a paid sick leave framework similar to the one reflected in this Ordinance would result in only a small, 0.7 to 1.5 increase in labor costs for most employers.

**NOW, THEREFORE, BE IT ORDAINED**, by the Cook County Board of Commissioners, that Chapter 42 Human Relations, Article I In General, Sections 42-1 through 42-6 of the Cook County Code is hereby enacted as follows:

**Sec. 42-1. Short title.**

This article shall be known and may be cited as the Cook County Earned Sick Leave Ordinance (“Ordinance”).

**Sec. 42-2. Definitions.**

The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Agency* shall mean the Cook County Commission on Human Rights.

*Construction Industry* means any constructing, altering, reconstructing, repairing, rehabilitating, refinishing, refurbishing, remodeling, remediating, renovating, custom fabricating, maintenance, landscaping, improving, wrecking, painting, decorating, demolishing, and adding to or subtracting from any building, structure, highway, roadway, street, bridge, alley, sewer, ditch, sewage disposal plant, water works, parking facility, railroad, excavation or other structure, project, development, real property or improvement, or to do any part thereof, whether or not the performance of the work herein described involves the addition to, or fabrication into, any structure, project, development, real property or improvement herein described of any material or article of merchandise. Construction shall also include moving construction related materials on the job site to or from the job site, snow plowing, snow removal, and refuse collection.

*Covered Employee* means any Employee who, in any particular two-week period, performs at least two hours of work for an Employer while physically present within the geographic boundaries of Cook County. For purposes of this definition, time spent traveling in Cook County that is compensated time, including, but not limited to, deliveries, sales calls, and travel related to other business activity taking place within Cook County, shall constitute work while physically present within the geographic boundaries of Cook County; however, time spent traveling in Cook County that is uncompensated commuting time shall not constitute work while physically present within the geographic boundaries of Cook County. The definition of “Covered Employee” for purposes of this ordinance does not include any “employee” as defined by Section 1(d) of the Railroad Unemployment Insurance Act, 45 U.S.C. § 351(d).

*Domestic partner* means any person who has a registered domestic partnership, or qualifies as a domestic partner under Sections 2-173 and 174 of this Code or as a party to a civil union under the Illinois Religious Freedom Protection and Civil Union Act, 750 ILCS 75/1 et seq., as currently in force and hereafter amended.

*Earned Sick Leave* means time that is provided by an Employer to a Covered Employee that is eligible to be used for the purposes described in Section 42-3 of this Chapter, and is compensated at the same rate and with the same benefits, including health care benefits, that the Covered Employee regularly earns during hours worked.

*Employee* means an individual permitted to work by an employer regardless of the number of persons the Employer employs.



*Employer means:*

- (1) "Employer" means any individual, partnership, association, corporation, limited liability company, business trust, or any person or group of persons that gainfully employs at least one Covered Employee with a place of business within Cook County.
- (2) The term "employer" does not mean:
  - a. The government of the United States or a corporation wholly owned by the government of the United States;
  - b. An Indian tribe or a corporation wholly owned by an Indian tribe;
  - c. The government of the State or any agency or department thereof; or
  - d. Units of local government.

*Family and Medical Leave Act* means the United States Family and Medical Leave Act of 1993, 29 USC S 2601 et seq. as currently in force and hereafter amended.

*Family member* means a Covered Employee's child, legal guardian or ward, spouse under the laws of any state, domestic partner, parent, spouse or domestic partner's parent, sibling, grandparent, grandchild, or any other individual related by blood or whose close association with the Covered Employee is the equivalent of a family relationship. A child includes not only a biological relationship, but also a relationship resulting from an adoption, step-relationship, and/or foster care relationship, or a child to whom the Covered Employee stands in loco parentis. A parent includes a biological, foster, stepparent or adoptive parent or legal guardian of a Covered Employee, or a person who stood in loco parentis when the Employee was a minor child.

*Health Care Provider* means any person licensed to provide medical or emergency services, including, but not limited to doctors, nurses, and emergency room personnel.

**Sec. 42-3. Earned sick leave.**

- (a) General Provisions
  - (1) Any Covered Employee who works at least 80 hours for an Employer within any 120-day period shall be eligible for Earned Sick Leave as provided under this Section.
  - (2) Unless an applicable collective bargaining agreement provides otherwise, upon a Covered Employee's termination, resignation, retirement or other separating from employment, his or her Employer is not required to provide financial or other reimbursement for unused Earned Sick Leave.
- (b) Accrual of Earned Sick Leave
  - (1) Earned Sick Leave shall begin to accrue either on the 1st calendar day after the commencement of a Covered Employee's employment or on the effective date of this Ordinance, whichever is later.

- (2) For every 40 hours worked after a Covered Employee's Earned Sick Leave begins to accrue, he or she shall accrue one hour of Earned Sick Leave. Earned Sick Leave shall accrue only in hourly increments; there shall be no fractional accruals.
- (3) A Covered Employee who is exempt from overtime requirements shall be assumed to work 40 hours in each workweek for purposes of Earned Sick Leave accrual, unless his or her normal work week is less than 40 hours, in which case Earned Sick Leave shall accrue based upon that normal work week.
- (4) For each Covered Employee, there shall be a cap of 40 hours Earned Sick Leave accrued per 12-month period, unless his or her Employer sets a higher limit. The 12-month period for a Covered Employee shall be calculated from the date he or she began to accrue Earned Sick Leave.
- (5) At the end of a Covered Employee's 12-month accrual period, he or she shall be allowed to carry over to the following 12-month period half of his or her unused accrued Earned Sick Leave, up to a maximum of 20 hours.
- (6) If an Employer is subject to the Family and Medical Leave Act, each of the Employer's Covered Employees shall be allowed, at the end of his or her 12-month Earned Sick Leave accrual period, to carry over up to 40 hours of his or her unused accrued Earned Sick Leave, in addition to the carryover allowed under subsection 42-3(b)(5), to use exclusively for Family and Medical Leave Act eligible purposes.
- (7) If an Employer has a policy that grants Covered Employees paid time off in an amount and a manner that meets the requirements for Earned Sick Leave under this Section, the Employer is not required to provide additional paid leave. If such Employer's policy awards the full complement of paid time off immediately upon date of eligibility, rather than using an accrual model, the Employer must award each Covered Employee 40 hours paid time off within one calendar year of his or her date of eligibility.

(c) Use of Earned Sick Leave

- (1) An Employer shall allow a Covered Employee to begin using Earned Sick Leave no later than on the 180th calendar day following the commencement of his or her employment. A Covered Employee is entitled to use no more than 40 hours of Earned Sick Leave per 12-month period, unless his or her Employer sets a higher limit. The 12-month period for a Covered Employee shall be calculated from the date he or she began to accrue Earned Sick Leave. If a Covered Employee carries over 40 hours of Family and Medical Leave Act leave pursuant to subsection 42-3(b)(6) and uses that leave, he or she is entitled to use no more than an additional 20 hours of accrued Earned Sick Leave in the same 12 month period, unless the Employer sets a higher limit. A Covered Employee shall be allowed to determine how much accrued Earned Sick Leave he or she needs to use, provided that his or her Employer may set a reasonable minimum increment requirement not to exceed four hours per day.

- (2) A Covered Employee may use Earned Sick Leave when:
- a. He or she is ill or injured, or for the purpose of receiving medical care, treatment, diagnosis or preventative medical care;
  - b. A member of his or her family is ill or injured, or to care for a family member receiving medical care, treatment, diagnosis or preventative medical care;
  - c. He or she, or a member of his or her family, is the victim of domestic violence, as defined in Section 103 of the Illinois Domestic Violence Act of 1986, or is the victim of sexual violence or stalking as defined in Article 11, and Sections 12-7.3, 12-7.4, and 12-7.5 of the Illinois Criminal Code of 2012; or
  - d. His or her place of business is closed by order of a public official due to a public health emergency, or he or she needs to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency. For the purposes of this section, "public health emergency" is an event that is defined as such by a Federal, State or Local government, including a school district.
- (3) An Employer shall not require, as a condition of a Covered Employee taking Earned Sick Leave that he or she search for or find a replacement worker to cover the hours during which he or she is on Earned Sick Leave.
- (4) If a Covered Employee's need for Earned Sick Leave is reasonably foreseeable, an Employer may require up to seven days' notice before leave is taken. If the need for Earned Sick Leave is not reasonably foreseeable, an Employer may require a Covered Employee to give notice as soon as is practicable on the day the Covered Employee intends to take Earned Sick Leave by notifying the Employer via phone, e-mail, or text message. The Employer may set notification policy if the Employer has notified Covered Employee in writing of such policy and that policy shall not be unreasonably burdensome. For purposes of this subsection, needs that are "reasonably foreseeable" include, but are not limited to prescheduled appointments with health care providers for the Covered Employee or for a family member, and court dates in domestic violence cases. Any notice requirement imposed by an Employer pursuant to this subsection shall be waived in the event a Covered Employee is unable to give notice because he or she is unconscious, or otherwise medically incapacitated. If the leave is one that is covered under the Family and Medical Leave Act, notice shall be in accordance with the Family and Medical Leave Act.
- (5) Where a Covered Employee is absent for more than three consecutive work days, his or her Employer may require certification that the use of Earned Sick Leave was authorized under subsection 42-3(c)(2). For time used pursuant to subsections (c)(2)(a) or (b), documentation signed by a licensed health care provider shall satisfy this requirement. An Employer shall not require that such documentation specify the nature of the Covered Employee's or the Covered Employee's family member's injury, illness, or condition, except as required by law. For Earned Sick Leave used pursuant to subsection (c)(2)(c) a police report, court document, a

signed statement from an attorney, a member of the clergy, or a victim services advocate, or any other evidence that supports the Covered Employee's claim, including a written statement from him or her, or any other person who has knowledge of the circumstances, shall satisfy this requirement. The Covered Employee may choose which document to submit, and no more than one document shall be required if the Earned Sick Leave is related to the same incident of violence or the same perpetrator. The Employer shall not delay the commencement of Earned Sick Leave taken for one of the purposes in subsection 42-3(c)(2) nor delay payment of wages, on the basis that the Employer has not yet received the required certification.

- (6) Nothing in this Section shall be construed to prohibit an Employer from taking disciplinary action, up to and including termination, against a Covered Employee who uses Earned Sick Leave for purposes other than those described in this Section.
- (7) This Section provides minimum Earned Sick Leave requirements; it shall not be construed to affect the applicability of any other law, regulation, requirement, policy, or standard that provides for greater Earned Sick Leave benefits.

#### **Sec. 42-5. Application to collective bargaining agreements.**

Nothing in this Ordinance shall be deemed to interfere with, impede, or in any way diminish the right of Covered Employees to bargain collectively with their Employers through representatives of their own choosing in order to establish wages or other conditions of work in excess of the applicable minimum standards of the provisions of this Ordinance. The requirements of this Ordinance may be waived in a bona fide collective bargaining agreement, but only if the waiver is set forth explicitly in such agreement in clear and unambiguous terms. Nothing in this Ordinance shall be deemed to affect the validity or change the terms of bona fide collective bargaining agreements in force on the effective date of this Ordinance. After that date, requirements of this Ordinance may be waived in a bona fide collective bargaining agreement, but only if the waiver is set forth explicitly in such agreement in clear and unambiguous terms. In no event shall this Ordinance apply to any Covered Employee working in the Construction Industry who is covered by a bona fide collective bargaining agreement.

#### **Sec. 42-6. Notice and posting.**

(a) Every Employer shall post in a conspicuous place at each facility where any Covered Employee works that is located within the geographic boundaries of Cook County a notice advising the Covered Employee of his or her rights to Earned Sick Time under this Ordinance. The Agency shall prepare and make available a form notice that satisfies the requirements of this Ordinance. Employers that do not maintain a business facility within the geographic boundaries of the County are exempt from this subsection.

(b) Every Employer shall provide to a Covered Employee at the commencement of employment written notice advising the Covered Employee of his or her rights to Earned Sick Time under this Ordinance. The Agency shall prepare and make available a form notice that satisfies the requirements of this Ordinance.

**Sec. 42-7. Retaliation prohibited.**

It shall be unlawful for any Employer to discriminate in any manner or take any adverse action against any Covered Employee in retaliation for exercising, or attempting in good faith to exercise, any right under this Ordinance, including, but not limited to, disclosing, reporting, or testifying about any violation of this Ordinance or regulations promulgated thereunder. For purposes of this Section, prohibited adverse actions include, but are not limited to, unjustified termination, unjustified denial of promotion, unjustified negative evaluations, punitive schedule changes, punitive decreases in the desirability of work assignments, and other acts of harassment shown to be linked to such exercise of rights. An Employer shall not use its absence-control policy to count Earned Sick Leave as an absence that triggers discipline, discharge, demotion, suspension, or any other adverse activity.

**Sec. 42-8. Enforcement and penalties.**

(a) The Agency shall administer and enforce this Ordinance in accordance with Chapter 42, Article II, Section 42-34 of the Cook County Human Rights Ordinance, except as allowed for in subsection (b) of this Section.

(b) If any Employer violates any of the Earned Sick Leave provisions in this Ordinance, the affected Covered Employee may recover in a civil action damages equal to three times the full amount of any unpaid Sick Leave denied or lost by reason of the violation, and the interest on that amount calculated at the prevailing rate, together with costs and such reasonable attorney's fees as the court allows. Such action may be brought without first filing an administrative complaint. The statute of limitations for a civil action brought pursuant to this Ordinance shall be for a period of three years from the date of the last event constituting the alleged violation for which the action is brought.

**Sec. 42-9. Effect of invalidity; severability.**

If any section, subdivision, paragraph, sentence, clause, phrase or other portion of this local law is, for any reason, declared unconstitutional or invalid, in whole or in part, by any court of competent jurisdiction, such portion shall be deemed severable, and such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this local law, which remaining portions shall continue in full force and effect.

**Sec. 42-10.** After passage and publication, this Ordinance shall take effect on July 1, 2017.

**Effective Date:** This Ordinance shall take effect on July 1, 2017.

Approved and adopted this 5th of October 2016.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

# ORIGINAL

ORD 16-106\_G\_090616

## ORDINANCE

**AN ORDINANCE AMENDING CHAPTER 2 ("ADMINISTRATION"),  
ARTICLE 6 ("FINANCE DEPARTMENT") OF THE OAK PARK VILLAGE CODE  
BY ADDING A NEW SECTION 2-6-20 ("LIVING WAGE")**

**WHEREAS**, the Village of Oak Park ("Village") is a home-rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, promotion of the welfare of those who work within the Village's border is in the government's interest; and

**WHEREAS**, enacting a living wage for certain employees of contractors and subcontractors who perform work exclusively for the Village and for certain Village employees that exceeds the local minimum wage is within the Village's home-rule authority; and

**WHEREAS**, enacting a living wage will increase the quality and reliability of services procured for the Village, therefore promoting higher productivity and retention of employees; and

**WHEREAS**, pursuant to the above findings, the Village Board has determined to adopt this Ordinance to establish a living wage.

**NOW THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Oak Park, Cook County, Illinois, in the exercise of their home rule powers, as follows:

**Section 1. Recitals Incorporated.** The above recitals are incorporated herein as though fully set forth.

**Section 2. Village Code Amended.** Chapter 2 ("Administration"), Article 6 ("Finance Department") of the Oak Park Village Code is hereby amended by adding a new Section 2-6-20 ("Living Wage") to read as follows:

**2-6-20: LIVING WAGE:**

A. The following words and phrases as set forth in this section shall have the meanings, and are hereby defined, as follows:

**CONTRACT:** A written agreement between the Village of Oak Park and an entity registered to do business in the State of Illinois that exceeds twenty five thousand (\$25,000.00) annually and affirmatively includes a living wage requirement within the agreement pursuant to this section.

**CONTRACTOR:** A person or entity that has a contract with the Village primarily for the furnishing of services where the total amount of the contract or contracts with the Village exceeds twenty five thousand (\$25,000.00) annually. This excludes contracts/services governed by the Prevailing Wage Act, 820 Illinois Compiled Statutes 130/0.01 *et seq.*, the Davis Bacon Act, 40 U.S.C. § 3141 *et seq.*, professional services, contracts for the purchase/lease of goods and property, for-profit entities with less than five (5) employees, not-for-profit entities with less than ten (10) employees, contractors pursuant to the Special Service Area Tax Law, 35 Illinois Compiled Statutes 200/27-5 *et seq.*, and any other person or entity the Village elects to exclude.

**LIVING WAGE:** A wage equal to the amount established in subsection 2 below.

**NON-VILLAGE EMPLOYEE:** A person that is hired by a contractor and/or subcontractor to perform services for wages.

**SUBCONTRACTOR:** A person or entity hired by a contractor. The exclusions included under the definition for contractor applies to subcontractors.

**VILLAGE EMPLOYEE:** A person that is hired by the Village to perform duties subject to the control and direction of the Village. This excludes student interns, part-time employees who work less than 20 hours per week, and employees whose wages are governed by a collective bargaining agreement.

B. Living Wage; Determination: For the purposes of this section, the living wage shall be twelve dollars (\$12.00) per hour.

C. A living wage shall be paid if:

1. The individual is an employee of the Village as defined herein.
2. The individual is a non-Village employee and provides services exclusively to the Village of Oak Park pursuant to a contract authorized by the Village Board as defined herein.
3. Any contract requiring the use of full-time non-Village employees to provide exclusive services or labor under contract shall include a provision requiring that the contractor shall pay not less than the living wage to such employees, unless such employee's wages are governed by federal or state law. The Village, as an employer, shall not pay less than the living wage to a Village employee, unless such employee's wages are governed by federal or state law.

D. The Village Board shall determine contracts to which the living wage provision established herein are applicable to non-Village employees of contractors who have employees that exclusively provide services or labor to the Village. The Village Board shall require

applicable contractors to affirm eligible employees will be paid a living wage pursuant to this section. The Village Board shall make said determination based upon an evaluation of the exclusive nature of the services provided to the Village and shall affirmatively require the Village Manager to include said requirement in an applicable contract that is subject to Board approval.

E. **Enforcement:** The provisions of this section shall be enforced as follows:

1. If a contractor or any of its subcontractors is found to be in violation of this section, such contractor shall be required to pay back each affected employee and may also be fined by the Village up to one hundred (\$100.00) dollars for each affected employee for each day paid at less than the living wage.
2. If a contractor or any of its subcontractors is found to have retaliated against an affected employee, unless such contractor or the subcontractor appropriately reinstates or compensates such employee, the contractor may be held to be in breach of the contract by the Village and the contract is subject to termination.
3. A contractor may be disqualified from eligibility to bid on future Village contracts for a period of time up to five (5) years for a violation of this section.

F. **Notification:** Every contractor or subcontractor required to pay the living wage required by this section shall notify its employees of the living wage requirement and shall notify all of its employees annually of any adjustment to the living wage. In addition, a contractor or subcontractor shall notify its employees if an employee of the contractor or subcontractor contends that the contractor or subcontractor is not paying a living wage or has otherwise violated this section, and the employee may file a complaint with the Village Manager. If at the conclusion of the Village Manager's investigation pursuant to an applicable complaint the Village Manager finds that the contractor or subcontractor violated this section, the Village Manager shall exercise such remedies as are in the best interest of the Village, including termination of the applicable contract. The provisions of this subsection also shall be applicable to the Village.

**Section 3. Severability and Repeal of Inconsistent Ordinances.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4. Effective Date.** This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law on January 1, 2017.

**(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**



**ADOPTED** this 6<sup>th</sup> day of September, 2016, pursuant to a roll call vote at follows:

Voting	Aye	Nay	Abstain	Absent
President Abu-Taleb	X			
Trustee Barber	X			
Trustee Brewer	X			
Trustee Button Ott	X			
Trustee Lueck	X			
Trustee Salzman	X			
Trustee Tucker	X			

**APPROVED** this 6<sup>th</sup> day of September, 2016.

  
Anan Abu-Taleb, Village President

**ATTEST**

  
Teresa Powell, Village Clerk

Published in pamphlet form this 6<sup>th</sup> day of September, 2016.

  
Teresa Powell, Village Clerk

**Exhibit B.**

**Village of Oak Park Litter Map**



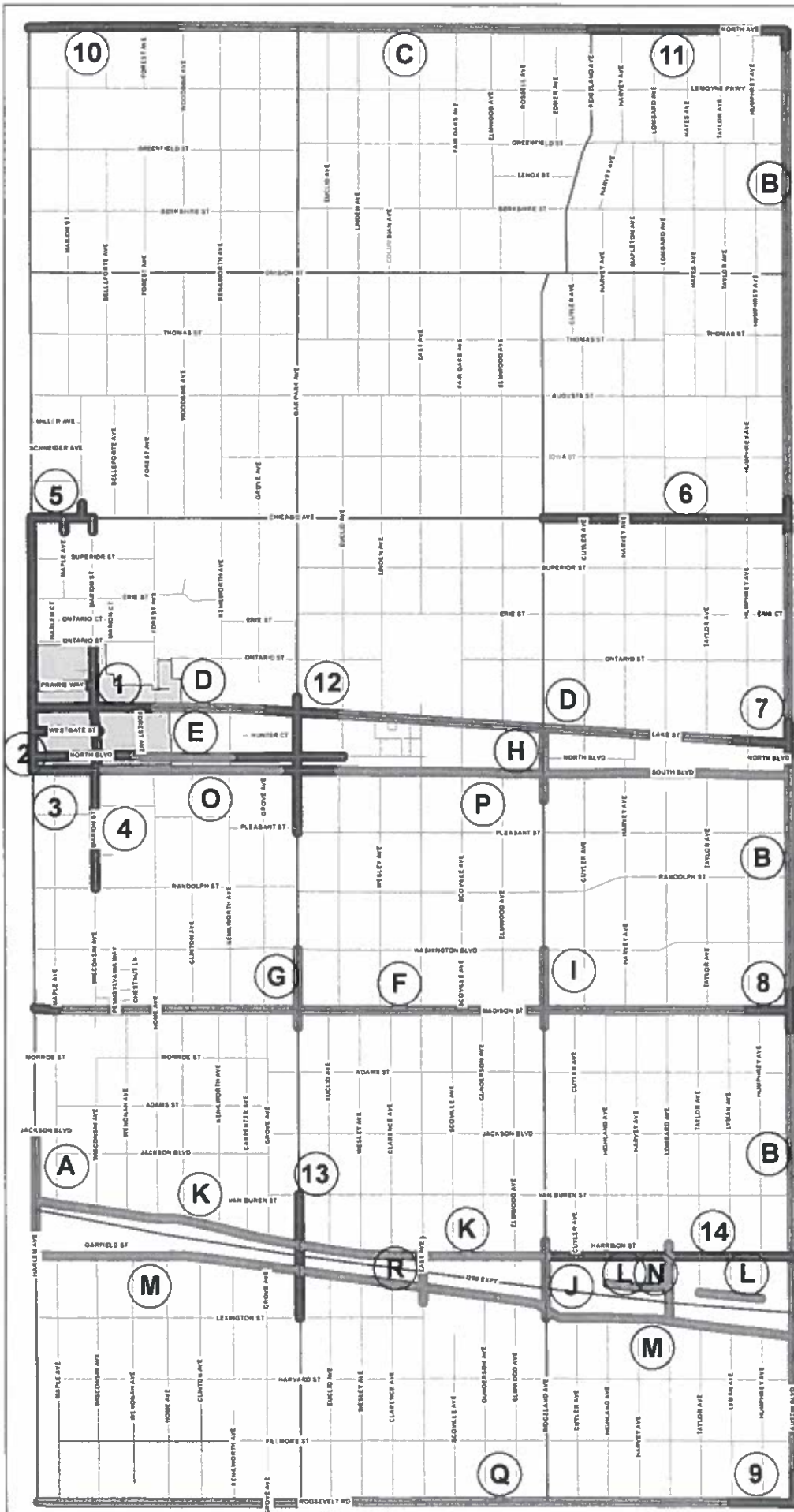
### Litter Pick-Up Routes and Weekly Pick-up Frequency

○ Area

— 3 times / week

— 2 times / week

■ Downtown Oak Park



Litter Pick-Up Routes  
as of January 2020

City of Oak Park  
Created By: Michael J. Gagnier  
Created On: September 17, 2019  
Printed On: April 4, 2020  
Page: 1 of 1  
G:\GIS\Projects\2019\2019\_09\_17\_Litter\_Pick-Up\_Routes\2019\_09\_17\_Litter\_Pick-Up\_Routes.aprx