# THE VILLAGE OF TINLEY PARK
## Cook County, Illinois
## Will County, Illinois

# RESOLUTION
# NO. 2024-R-048

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CITY ESCAPE GARDEN AND DESIGN, LLC FOR LANDSCAPE PLANTERS AND BEAUTIFICATION**

**MICHAEL W. GLOTZ, PRESIDENT**
**NANCY M. O'CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY**
**WILLIAM A. BRENNAN**
**DENNIS P. MAHONEY**
**MICHAEL G. MUELLER**
**KENNETH E. SHAW**
**COLLEEN M. SULLIVAN**
**Board of Trustees**

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

**RESOLUTION NO. 2024-R-048**

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CITY ESCAPE GARDEN AND DESIGN, LLC FOR LANDSCAPE PLANTERS AND BEAUTIFICATION**

**WHEREAS,** the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with City Escape Garden and Design, LLC, a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Contract be entered into by the Village of Tinley Park;

**NOW, THEREFORE, Be It Resolved** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

**Section 1:** The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

**Section 2:** That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Contract" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

**Section 3:** That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Contract.

**Section 4:** That this Resolution shall take effect from and after its adoption and approval.

**ADOPTED** this 7th day of May, 2024, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:** Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan

**NAYS:** None

**ABSENT:** None

**APPROVED** this 7th day of May, 2024, by the President of the Village of Tinley Park.

[redacted]

ATTEST:

[redacted]

Village Clerk

# EXHIBIT 1

# CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CITY ESCAPE GARDEN AND DESIGN, LLC FOR LANDSCAPE PLANTERS AND BEAUTIFICATION

**VILLAGE OF TINLEY PARK**
**2024**
**SERVICE CONTRACT**

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and **City Escape Garden and Design, LLC** (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Two Hundred Twenty Two Thousand, One Hundred Seventy Three and 06/100 ($222,173.06).** Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.

3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.

4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than $10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**

5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract on or before the dates specified below:

**APRIL 30, 2025**

6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.

7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as

described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.**

9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**

10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.

11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.

12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.

14. This Contract may only be amended by written instrument approved and executed by the parties.

15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.

16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.

17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.

18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.

19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.

23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

## CERTIFICATIONS BY CONTRACTOR

### Affidavit of Compliance

Contractor and all subcontractors shall complete this Affidavit of Compliance ("Affidavit") and submit supporting documentation as required pursuant to *Responsible Bidder Requirements on Public Work Projects*. Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all subcontractors who will perform work on the project. All subcontractors' Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible bidder.

*For the remainder of this Affidavit, "Contractor" refers to the general contractor and all subcontractors.* Each item must be answered. If the question is not applicable, answer "NA." If the answer is none, answer "none."

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

[redacted]

The undersigned Connie Rivera (Name), as Managing Member (Title) and on behalf of CityEscape Garden & Design, LLC (Contractor) having been duly sworn under oath certifies that:

### Business Organization

The form of business organization of the Contractor is (check one):

__ Sole Proprietor or Partnership
__ Corporation
X LLC
__ Independent Contractor (Individual)

If contractor/subcontractor is a corporation, indicate the state and the date of incorporation:

N/A

Authorized to do business in the State of Illinois: Yes [X] No [ ]

Describe supporting documentation attached: STATE OF IL. - IN GOOD STANDING FOR 2024

Federal Employer I.D. #: 45-0500838

Social Security # (if an individual or sole proprietor): _____

Registered with Illinois Department of Revenue: Yes [✓] No [ ]

Describe supporting documentation attached (if "No," explain): see page from my tax Illinois w/ account number

Registered with Illinois Department of Employment Security: Yes [✓] No [ ]

Describe supporting documentation attached (if "No," explain): see MyTAX ILLINOIS - showing Acct no.

**Tax liens or tax delinquencies**

Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor of any officers of the contractor in the last five (5) years Yes [ ] No [✓]

"No" means "not applicable." If "yes," describe lien/delinquencies and resolution:

No

**EOE Compliance**

Contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions). Yes [✓] No [ ]

**Employee Classification**

Contractor's employees who will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances (Form B). N/A [ ] Yes [✓] No [ ]

**Professional or Trade Licenses**

Contractor will possess all applicable professional and trade licenses required for performing the Contract work: Yes [✓] No [ ]

| License | Number | Date Issued | Current Expiration | Holder of License |
|---|---|---|---|---|
| Pesticide Lic | CA56487 | 3/2023 | 12/31/25 | Julio Rodriguez |
| Pesticide Lic | CA744721 | 3/2022 | 12/31/24 | Michael Elsen |
| Human Rights (IDHR) | 121498-00 | 5/25/21 | 5/24/26 | City Escape Garden |
| STATE OF IL Bus Auth | 3401-5582 | 1/31/2024 | 3/21/2025 | City Escape GARDEN |
| WBE CERTIFICATION | — | 2/27/24 | 12/15/2024 | City Escape Garden |

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

**Documentation Attached** (Contractor must initial next to each item):

N/A Form A: Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project.
NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the [redacted]subcontractor commences work on the project.

[redacted]orm B: List of individuals who will perform work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current workers' compensation policy, properly classified under the workers' compensation policy, and covered by a health and welfare and retirement plan.

N/A Form C Additional Information (if required)

[redacted]ertificate of Good Standing
[redacted]r other evidence of compliance with laws pre-requisite to doing business in the state)

[redacted]linois Department of Revenue registration

[redacted]linois Department of Employment Security registration

N/A Standards of Apprenticeship/Apprentice Agreements

[redacted] Substance Abuse Prevention program (or applicable provision from CBA in effect)

[redacted] Written Safety Policy Statement signed by company representative

N/A OSHA cards evidencing 10-hour or greater safety program completed, if requested

[redacted]Workers' Compensation Coverage

[redacted]rofessional or Trade Licenses

**Eligibility to Contract**

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

City Escape Garden & Design LLC [redacted]
Name of Contractor (please print) Submitted by (signature)

Managing Members
Title

**Certificate of Compliance with Illinois Human Rights Act**

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

City Escape Garden & Design LLC [redacted]
Name of Contractor (please print) Submitted by (signature)

managing member
Title

**Certificate of Compliance with Illinois Drug-Free Workplace Act**

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

City Escape Garden & Design LLC [redacted]
Name of Contractor (please print) Submitted by (signature)

managing member
Title

**Certificate Regarding Sexual Harassment Policy**

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

City Escape Garden & Design LLC
Name of Contractor (please print)

[redacted]
Submitted by (signature)

Managing Member
Title

**Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act**

The undersigned hereby certifies that:

A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.

B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

City Escape Garden & Design LLC
Name of Contractor (please print)

[redacted]
Submitted by (signature)

Managing Member
Title

**Certificate of Compliance with Prevailing Wage Requirements**

The undersigned hereby certifies that:
This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://www.state.il.us/agency/idol/rates/rates.HTM. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding

current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

City Escape Garden & Design LLC
Name of Contractor (please print)

[redacted]
Submitted by (signature)

Managing Member
Title

**Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance**

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2022-O-032

City Escape Garden & Design LLC
Name of Contractor (please print)

[redacted]
Submitted by (signature)

Managing Member
Title

[***Signature Page to Follow***]

**CONTRACTOR NAME**

BY: [redacted] 4/17/24
Date

Printed Name: Connie Rivera

Title: Managing Member

**VILLAGE OF TINLEY PARK**

BY: [redacted] May 7, 2024
Michael W. Glotz, Village President Date
***(required if Contract is $20,000 or more)***

ATTEST:

[redacted] May 7, 2024
Village Clerk Date
***(required if Contract is $20,000 or more)***

**VILLAGE OF TINLEY PARK**

BY: _____ _____
Village Manager Date

## SCOPE OF SERVICES

**Attached Scope of work for Landscape Planters and Beautification as detailed in:**

**Proposal Title:**
**VILLAGE OF TINLEY PARK**
**Landscape Planters and Beautification**

**Dated: April 18, 2022**

**Exhibit B**

**INSURANCE REQUIREMENTS**

(See Risk Manager for Insurance Requirements)

***(To be provided by Contractor prior to Award of Contract)***

CITY-C1

OP ID: JK

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>Oaklane Insurance Agency<br>333 E. Route 83, Suite 200<br>Mundelein, IL 60060<br>John Brandl, CIC<br>847-393-7922 | CONTACT NAME:<br>PHONE (A/C, No, Ext): 847-393-7922 FAX (A/C, No): 847-393-7798<br>E-MAIL ADDRESS: |
| INSURED<br>City Escape Garden & Design LLC<br>CGD Properties LLC<br>3022 West Lake St<br>Chicago, IL 60612 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Secura Insurance, A Mutual — 22543<br>INSURER B : WESTCHESTER<br>INSURER C : Cincinnati Insurance Company — 10677<br>INSURER D : ACCIDENT FUND — 10166<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | | CP3385207 | 04/01/2024 | 04/01/2025 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 500,000 |
| | X E & O | | | CP3385207 | 04/01/2024 | 04/01/2025 | MED EXP (Any one person) | $ 10,000 |
| | X XCU Included | | | CP3385207 | 04/01/2024 | 04/01/2025 | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | E&O/ Prof | $ 1,000,000 |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | X | | CA3385208 | 04/01/2024 | 04/01/2025 | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | CU3385210 | 04/01/2024 | 04/01/2025 | AGGREGATE | $ 5,000,000 |
| | DED X RETENTION $ 0 | | | | | | | $ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N | N / A | | AF WCP 100112663 | 04/01/2024 | 04/01/2025 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| B | POLLUTION | | | G28295078001 | 04/13/2024 | 04/13/2025 | POLLUTION | 2,000,000 |
| A | Inland Marine | | | CP3385207 | 04/01/2024 | 04/01/2025 | L&R Equip | 80,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insureds are added to the GL Primary/Noncontributor & Auto w/respect to work prfmd by the named insd as required by signed written contract: see attached. Umbrella follows form.

**CERTIFICATE HOLDER**

VILLOTP

Village of Tinley Park
16250 Oak Park Ave
Tinley Park, IL 60477

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE [redacted]



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Additional Insureds are added to the GL Primary/Noncontributor & Auto w/respect to work prfmd by the named insd as required by signed written contract: The Village of Tinley Park and its officers, officials, Village President, Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licesees, invitees and attorneys. Umbrella follows form.

**Form A**

Subcontractors, if any, who will Perform Work on this Project

| Name | Address | Work to be Performed |
|---|---|---|
| NONE | | |
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**Form B**

Individuals who will perform work on the project

List all individuals who will perform work on this project with the following information:

Individual is an employee (E) or independent contractor (I);
Individual's trade classification (indicate apprenticeship status where appropriate);
Employee (E) is covered under Contractor's current workers' compensation (WC) policy;
Employee's (E) county of residence.

| Name | E/I | Trade | WC - Y/N | County of residence |
|---|---|---|---|---|
| [redacted] | E | | Y | [redacted] |
| | E | | Y | |
| | E | | Y | |
| | E | | Y | |
| | E | | Y | |
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Form C

Additional Information Required

If this is to be the first Contract with the Village, Contractor shall complete items I and/or II below:

Item I: List of at least last three (3) awarded projects on similar public construction projects.

| Public Body/ Project Name/Year | Reference Name/ Phone # | Original Price/ Final price | Subcontractors |
|---|---|---|---|
| | | | |
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Item II:
List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

| Date | Law | Determination | Penalty |
|---|---|---|---|
| NONE | | | |
| | | | |
| | | | |
| | | | |
| | | | |

*File Number* 0086584-2

# STATE OF ILLINOIS

## OFFICE OF THE SECRETARY OF STATE

## *To all to whom these Presents Shall Come, Greeting:*

*I,* **Alexi Giannoulias,** *Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

CITYESCAPE GARDEN & DESIGN LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON FEBRUARY 20, 2003, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

***In Testimony Whereof,*** *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 23RD *day of* JANUARY ***A.D.*** 2024 .

Authentication #: 2402301638 verifiable until 01/23/2025
Authenticate at: https://www.ilsos.gov

SECRETARY OF STATE

# Taxpayer Notification
## Business Authorization

STATE OF Illinois
DEPARTMENT OF REVENUE
tax.illinois.gov

#BWNKMGV
#CNXX XX7X 6468 8X86#
CITY ESCAPE GARDEN & DESIGN LLC
3022 W LAKE ST
CHICAGO IL 60612-1828

January 31, 2024
[redacted]
**Letter ID:** CNXXXX7X64688X86
**Account ID:** 3401-5582

## We have issued your Certificate of Registration.

We have issued your Illinois Business Authorization.

Please verify that all of the information on the Business Authorization is correct. If all of the information is correct, you may print a paper copy from a MyTax Illinois account to visibly display at the business address listed.

Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

If you wish to be registered for any other taxes or fees, you must complete a new application. For questions, visit our website at **tax.illinois.gov** or call us weekdays between 8:00 a.m. and 4:30 p.m. at the telephone number below.

**CENTRAL REGISTRATION DIVISION**
**ILLINOIS DEPARTMENT OF REVENUE**
**PO BOX 19030**
**SPRINGFIELD IL 62794-9030**
**REV.CENTREG@illinois.gov**

**217 785-3707**

**Verify that all of your Illinois Business Authorization information is correct.**

If not, contact us immediately.

If all of the information is correct, you may print and visibly display at the business listed. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT State of Illinois - Department of Revenue OFFICIAL DOCUMENT

# Illinois Business Authorization

**CITY ESCAPE GARDEN & DESIGN LLC**

**Loc. Code: 016-0001-1-003**

**Chicago (Cook)**
**Cook County**

**3022 W LAKE ST**
**CHICAGO IL 60612-1828**

**Expiration Date:**
**3/31/2025**

## Certificate of Registration

Sales and use taxes and fees (3401-5582)

ILLINOIS REVENUE

*Director*

OFFICIAL DOCUMENT **Issued Date: 01/31/2024**

IDOR-50-A (R-03/23)

MyTax Illinois

< Messages

## Message

Urgent Message

> Archive

Withholding

45-0500838-000

CITY ESCAPE GARDEN & DESIGN LLC

### Notice

## Message

**From:** Illinois Department of Revenue
**To:** Withholding - CITY ESCAPE GARDEN & DESIGN LLC 45-0500838-000
**Date:** Wednesday, Jul 5, 2023 5:31:36 PM
**Subject:** Informational – Personal Exemption Allowance Amount Changes

You are receiving this message because you are registered for Illinois Withholding Income Tax with the Illinois Department of Revenue. The Illinois Income Tax personal exemption allowance amount has changed. See Informational Bulletin FY 2024-02, Personal Exemption Allowance Amount Changes, on our website at **tax.illinois.gov** for more information.

MyTax Illinois

< CITY ESCAPE GARDEN & DESIGN LLC

## Action Center

Unemployment Insurance

4357087

CITYSCAPE GARDEN & DESIGN, LLC.

*Filter*

## Quarterly Wage Report for 3/31/2024 needs to be filed

A return needs to be filed. Returns filed late may be subject to a penalty.

**File Return**

ID
CARD

**ILLINOIS DEPARTMENT OF AGRICULTURE**
**BUREAU OF ENVIRONMENTAL PROGRAMS**

(CUT ALONG DOTTED LINE)

**STATE OF ILLINOIS**
**DEPARTMENT OF AGRICULTURE**
**SPRINGFIELD, ILLINOIS**

**LIC#** CA56487
**EXPIRES** December 31, 2025

CITY ESCAPE GARDEN & DESIGN
Julio C Rodriguez
3022 WEST LAKE STREET
CHICAGO IL 60612
[redacted]

(FOLD LINE)

**ILLINOIS PESTICIDE ID CARD**

**LIC#** CA56487 **USAPLANTS ID:** 000VRN

COMMERCIAL APPLICATOR

General Standards
Turf

IL406-1122 X021-406-0030

ID
CARD

**ILLINOIS DEPARTMENT OF AGRICULTURE**
**BUREAU OF ENVIRONMENTAL PROGRAMS**

(CUT ALONG DOTTED LINE)

**STATE OF ILLINOIS**
**DEPARTMENT OF AGRICULTURE**
**SPRINGFIELD, ILLINOIS**

**LIC#** CA74721
**EXPIRES** December 31, 2024

CITY ESCAPE GARDEN & DESIGN
MICHAEL J ELSEN
3022 WEST LAKE STREET
CHICAGO IL 60612

[redacted]

**SIGNATURE**

(FOLD LINE)

**ILLINOIS PESTICIDE ID CARD**

**LIC#** CA74721 **USAPLANTS ID:** 000VRN

COMMERCIAL APPLICATOR

General Standards
Ornamental

IL406-1122 X021-406-0030

Governor
**JB Pritzker**

ILLINOIS DEPARTMENT OF
**Human Rights**

Director
**James L. Bennet**

# State of Illinois Eligible Bidder / Public Contractor

**CITYESCAPE GARDEN & DESIGN LLC**
3022 W Lake Street
Chicago , IL, 60612

**IDHR Eligibility Number: 121498-00**

Type of IDHR Eligibility Number : Corporate Headquarters / Primary Location

Form Number:
**PC1**
Start Date
**05/25/2021**
Expiration Date
**05/24/2026**

The person, firm or corporation whose name appears on this certificate has registered and is authorized by the Illinois Department of Human Rights to bid on or be awarded public contracts, pursuant to 44 Ill. Admin. Code 750.210 and the Illinois Human Rights Act, 775 ILCS 5/2-105. The official status of this registration can be verified at www.illinois.gov/DHR.

**Illinois Department of Human Rights**
100 W. Randolph St., Suite 10-100
Chicago, IL, 60601

CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

FEB 2 7 2024

Connie L. Rivera
City Escape Garden & Design, LLC
3022 W. Lake Street
Chicago, IL 60612

RE: CONTINUATION OF CERTIFICATION

Dear Ms. Rivera:

We are pleased to inform you that **City Escape Garden & Design, LLC** continues to be certified as a **Women-Owned Business Enterprise ("WBE")**, by the City of Chicago ("City"). This recertification is a continuation of your previous certification which expired **December 15, 2023** and will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 calendar days before your annual anniversary date of December 15th**.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit 60 calendar days before your anniversary date of December 15th.** Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

You shall be deemed to have had your certification lapse and will be ineligible to participate as an **WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

- Notify the City of any changes affecting your firm's certification **within 10 days** of such change.

You have an obligation to cooperate with the City with any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

If you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than $5,000 and not more than $10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**

**424930 – Flower, Nursery Stock, and Florists' Supplies Merchant Wholesalers**
**444220 – Garden Centers**
**541320 – Landscape Architectural Services**
**561730 – Landscaping Services (except planning)**
**561790 – Snow Plowing Driveways and Parking Lot**

Your firm's participation on City contracts will be credited only toward **WBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,

[redacted]

Tammi Morgan
Contracting Equity Officer

TM/kr [redacted]

March 7, 2024

Connie L Rivera
City Escape Garden & Design, LLC DBA City Escape
3022 West Lake Street
Chicago, IL 60612-1828

**Re:** BE Enrolled Business Enterprise Program (BE BEP)

Dear Connie L Rivera:

Congratulations, as Chairperson of the Illinois Commission on Equity and Inclusion (CEI), I would like to advise you that your business qualifies for enrollment in the new Be Enrolled Business Enterprise Certification Program (BE BEP). In January 2022, the Commission on Equity and Inclusion (CEI) was created to modernize the state's practices and protocols related to equity and inclusion in contracting and hiring. The BEP Program was removed from CMS and placed in CEI, whose mission is directly aligned with the mission of BEP. As we establish our new agency, CEI has been carefully reviewing all aspects of the BEP program and council. The BE BEP Certification Program was established to allow for the seamless activation state M/W/PBE certification and reduces duplicative red tape. CEI enrolled your business in the BE BEP Program based on the diversity certification issued by the City of Chicago's and/or Cook County's MWBE Vendor directory OR certified within the IL UCP program by CTA, Pace, Metra, IDOT, or the City of Chicago.

**Host Agency:** City of Chicago
**Renewal Date:** December 15, 2025
**Certification Expiration Date:** December 15, 2025
**Certification Type:** Women Business Enterprise (WBE)

Your new BE BEP Certification is based on your business maintaining its certification with its initial host agency. The newly activated BE BEP Certification duration and commodity codes will match the existing certification held with the City of Chicago and/or Cook County. If the vendor's certification with the host agency expires or is bidding privileges are suspended, then your BE BEP Certification will also be suspended. You may however apply for full State of Illinois BEP Certification at cei.illinois.gov/bepvendor.

You will be notified by BEP through email to update your BE BEP Certification 60 days prior to the expiration of your host agency's certification and your BE BEP Certification.

Additionally, you must notify BEP within two weeks if any of the following changes occur:

- Changes in ownership
- Changes in who controls the business; or
- Changes in the business' certification status with the host organization.

Failure to notify BEP of these changes may result in the termination of the business' BE BEP Certification.

Activation of your BE BEP Certification has several benefits. Your business's name will be listed in the state's BEP Certified Vendor Directory, used by prime vendors to identify certified M/W/PBEs who can fulfill the state's minority contracting goals. Your business name will appear in the BEP Certified Vendor Directory as a Women Business Enterprise (WBE). The State of Illinois uses National Institute of Government Purchasing (NIGP) commodity codes that have been translated from your NAICS codes to NIGP codes as listed below. The translation table may be accessed: https://cei.illinois.gov/content/dam/soi/en/web/cei/documents/CEI%20BEP%20CROSSWALK.xls.

**NIGP 59540: NURSERY, GREENHOUSE AND FLORAL SUPPLIES: LABELS, PLANTERS, POTS, TAGS, TRELLISES, ETC.**
**NIGP 90656: LANDSCAPE, ARCHITECTURAL SERVICES**
**NIGP 96872: SNOW AND ICE REMOVAL SERVICES**
**NIGP 98852: LANDSCAPING, INCLUDING DESIGN, FERTILIZING, PLANTING, ETC., NOT GROUNDS MAINTENANCE OR TREE TRIMMING SERVICES**

Please note that there are four (4) Chief Procurement Officers (CPO) who exercise the state's procurement authority. Each of the four CPOs have a separate bulletin that publishes the state's solicitations and opportunities to bid for each of their respective portfolios. BEP strongly recommends **all** certified vendors register with **each** of the four State of Illinois Procurement Bulletins to ensure you receive notification of all prime and subcontractor bidding opportunities that match the goods and services your company provides.

**State Procurement Sites:**

Chief Procurement Officer of General Services has oversight of 65 state agencies:

- https://www2.illinois.gov/cpo/pathwaytoprocurement/pages/bidbuy.aspx
- www.illinoistollway.com

Chief Procurement Officer of Higher Education has oversight of 17 state universities:

- www.procure.stateuniv.state.il.us

Chief Procurement Officer of Capital Development Board (CDB) has oversight of CDB:

- www.illinois.gov/cdb

Illinois Department of Transportation:

- www.idot.illinois.gov

The Commission on Equity and Inclusion and BEP Council welcome your participation in the Business Enterprise Program and wish you continued success. If you have any comments, feel free to contact us via cei.bep.compliance@illinois.gov or call the BEP at 312-814-4190.

Sincerely,

[redacted]

Carlos Gutiérrez
Certification Manager

**Illinois Landscape Contractors Association**

# MEMBER
## 2023-24

# City Escape Garden & Design, LLC

*through their membership*
*has pledged to encourage a high code of*
*professional ethics and quality workmanship*
*among landscape contractors.*

# CITYESCAPE SUBSTANCE ABUSE PREVENTION PROGRAM

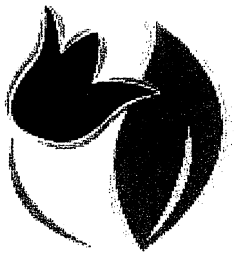
A. Accidents, Injuries and Drug and Alcohol Testing- According to CityEscape policy, employees involved in accidents must promptly undergo post-accident drug and alcohol testing. The company contracts with a health care provider capable of performing such tests under strict protocols and capable of performing medical evaluations and treatments. 9-Panel urine drug tests are available as required.

B. Use of Alcohol and Drugs – Per the CityEscape Employee Handbook, the use, sale, manufacture, distribution, or possession of alcohol or illegal drugs at any time on company premises or while conducting business off company premises is a violation of company policy. Being under the influence of alcohol, non-prescription drugs, or prescription drugs that are being abused while on company premises or while conducting business off premises is a violation of company policy. These violations may be grounds for disciplinary action or immediate dismissal. Such violations may also have legal consequences.

C. Medical Examinations- Per the CityEscape Employee Handbook, employees may be required to take medical examinations during their employment if such examinations appear warranted for employment related reasons or if an examination is required by law. Under this policy, all employees assigned to public works projects must submit to drug and alcohol testing prior to beginning work on a public works project. If an employee has taken and passed a drug and alcohol within 90 days of commencing work, repeat testing is not required.

D. Reasonable Suspicion- According to the CityEscape Employee Handbook, when a supervisor has reason to believe that the company's substance abuse policy is being violated, the employee will be escorted by a

supervisor to the company's approved health care provider to undergo immediate drug or alcohol testing. If testing is positive, or if the employee refuses testing, the employee cannot return to work on public works projects. The employee will be escorted back to speak with management, clock out and secure a ride home. If the tests are negative, any medical assessments will be shared with the employee who at management's discretion, will be allowed to return to work.



city escape

garden center & design studio

# EMPLOYEE HANDBOOK

## Safety Manual

# Safety on the Job

## Safety Policy

**CityEscape** is committed to providing safe working conditions for all its employees and compliance with all current and applicable occupational health, safety and environmental laws. The company will develop the operations, procedures, and policies we believe are needed to provide such conditions. We will train employees to work safely on their jobs and will expect them to work safely at all times. Employees should report unsafe working conditions promptly to their supervisor.

To fulfill its safety goals, the company:

- Maintains ongoing programs at all levels to identify employee health and safety risks. The company shall make efforts to ensure that all employees clearly understand all facets of company health and safety programs that directly affect them and their duties.
- Makes control and elimination of health and safety risks a priority in company financial and business plans and budgets.
- Controls and reduces employee exposure to all known occupational health and safety risks, and attempts to lower exposure levels as quickly as government regulations, technology, and economic feasibility allow.
- Provides programs to encourage employees to identify, control, and eliminate occupational health and safety risks.
- Plans, designs, and constructs all future facilities to provide a safe work environment.
- Recognizes that, despite every effort, the basic responsibility for employee health and safety rests with the individual. It is a condition of employment for all employees to conduct their work in a safe and healthful manner.

## Compliance

**CityEscape** will comply with all applicable legal requirements regarding safety and occupational health. Because the rules and regulations are so extensive, each employee is encouraged to consult with his/her supervisor about any questions.

Periodic compliance reviews will be conducted to ensure that all company facilities are within legally required standards.

## Environmental Considerations

The company shall follow the provisions of any applicable environmental regulations as they relate to occupational health and safety.

We will make efforts to prevent the development of harmful environmental conditions and will cooperate with Federal, state, and local efforts to clean up hazards if we were directly involved in such practices before the harmful conditions became known.

## Safety Programs

The company will maintain the best practical safety programs. It will seek input from all employees in an effort to establish an effective training program. The program will also include recognition of employees who consistently work in a safe manner.

## Company Property

Each employee is responsible for the safe operation of all company tools, equipment, machinery, vehicles, or other company property in his or her charge.

The company will provide for proper care and maintenance of company property, but each employee should report any malfunction to his or her immediate supervisor. The supervisor shall investigate and take the necessary steps to correct the malfunction as soon as possible.

**CityEscape** prohibits any vehicle or equipment from being used if it places an employee in imminent danger.

## Protective Equipment

Employees are required to wear all appropriate protective equipment at the proper times and in the proper environments. Failure to wear required protective equipment may result in a verbal or written reprimand. Repeated offenses may result in suspension or dismissal. The company is legally bound to make sure each employee complies with this policy. It will be strictly enforced by all supervisors.

## Penalties for Safety Violations

Each safety rule has a specific class of penalty attached to it (e.g., Class A or B). The following is a brief description of each class of offense:

- Class A Offense: see drug and alcohol policy and procedures.
- Class B Offense: violations that have a lesser degree of punishment that follow the disciplinary action described as follows:
  1st offense: verbal warning
  2nd offense: written warning
  3rd offense: suspension or dismissal

Any manager who observes an employee in violation of one of the safety rules is required to fill out a violation report that will be signed by both the employee in question and the manager. Copies of this report will be put in the employee's personnel file and the safety violation file.

## Safety Training Program

Increasing safety awareness is a corporate goal at **CityEscape**. We believe that by increasing awareness, we will decrease hazards, risks and, ultimately, accidents. Increasing safety awareness is accomplished through improved training as outlined in the following safety program:

Safety meetings will be conducted in each department by management or a guest speaker. Employees will discuss safety topics, review accidents and near accidents, discuss methods to prevent these accidents and suggest future safety topics.

All managers will be responsible for promoting safe work habits. If a manager witnesses an employee practicing unsafe work habits, the employee will receive a written safety violation.

## General Safety Rules

1. Employees will be issued safety glasses upon employment and be required to use these glasses when there is a probability of eye injury from flying materials. This includes during the use of all gas-powered equipment. (Class B offense)
2. Employees are required to wear ear protection when operating loud equipment for long periods of time (e.g., backpack blowers). Earplugs are provided, but it is the employee's responsibility to acquire these items from inventory. (Class B offense)

3. Only company-issued uniforms and T-shirts are to be worn. Do not wear loose, torn, or frayed clothing. (Class B offense)

4. There will be no alcoholic beverages or illegal drugs allowed during working hours and after working hours at the job site or on company premises. (Class A offense)

5. No walkman radios will be allowed during the workday. (Class B offense)

6. Manufacturer equipped safety items are not to be removed from company premises or tampered with. (Class B offense)

7. It is the employee's responsibility to report equipment malfunctions. Never operate equipment that does not appear safe. Report this immediately to your supervisor. (Class B offense)

- All equipment and/or vehicles should be turned off when the following conditions are present:
  A. Emptying grass clippings.
  B. Posing a threat to the general public.
  C. Loading or unloading of equipment.
  D. Adjusting height of cut.
  E. Any unsafe condition.

(Class B offense)

8. Never leave running equipment unattended. (Class B offense)

9. Horseplay, scuffling, and other acts that may have an adverse effect on the safety or well being of the employees are prohibited. (Class B offense)

10. Never load or unload equipment without assistance, unless the vehicle is equipped with an electric tailgate. If you are lifting other heavy materials, use proper lifting practices only. Never lift equipment or material over 50 pounds without assistance from a fellow employee.

11. Inspection of each job site you are working is required. Broken glass, trash, and other hidden objects can cause serious injury to an employee or bystander.

When safety items (e.g., safety glasses, ear plugs) are issued to an employee, it will be his or her responsibility to care for each item. In the event any safety item is misplaced, it will be the employee's responsibility to request replacement of this item. There will be extra items available at all times in the garden center, but it is the employee's responsibility to request replacement. If an item is misplaced, the employee will be charged for the purchase of a new one.

## Required Personal Protective Equipment

| JOB/MACHINERY | PPE |
|---|---|
| All Services | Boots |
| All Gas Powered Equipment | Safety Glasses |
| Bobcat (with loose material) | Safety Glasses |
| Pruning | Safety Glasses |
| Rebar/Nails in Timbers | Safety Glasses |
| Mulching | Safety Glasses in Windy Conditions |
| Applying Pre-Emergent Herbicide | Safety Glasses in Windy Conditions, Rubber Gloves |
| Chain Saw | Face Mask, Safety Glasses, Ear Plugs, Hard Hats (not needed for timber work), Chaps (optional) |
| Weed Eater | Ear Plugs, Safety Glasses |
| Mowers | Ear Plugs, Safety Glasses |
| Blowers | Ear Plugs for Extended Use, Safety Glasses |
| Hedge Shears | Ear Plugs for Extended Use, Safety Glasses |
| Trencher | Ear Plugs for Extended Use, Safety Glasses |
| Boom Truck | Hard Hats for Use in Restricted Area or Required by Contractors on Site |
| Chipper | Ear Plugs, Safety Glasses, Hard Hat |
| Flat Filler | Safety Glasses, Dust Mask when Transporting Dry Soil Mix in Windy Conditions |
| Sprayer in Greenhouse | Respirator or Mask, full-body protective suit |
| Welding | Gloves, Goggles |
| Brush Cutter | Chaps |

Skid steer loader, trencher, tree spade or loader/backhoe

Crane Truck, skid steer loader, loader/ backhoe; tree spade

Utility locates must be done before any work begins! (excluding nursery)

Job site inspection must include visually locating all overhead wires!

## Safety Recommendations

The company is concerned about your safety. You may choose to consider the following recommendations:

1. Steel-toed boots with slip resistant soles are recommended for all phases of work.

2. Company caps are provided and recommended for all personnel. Heat plays a critical role in the productivity of each crew. By keeping the top of the head from direct exposure to the sun, the probability of heat stress or heat stroke will decline.

## What to Do When an Injury Happens

In the event of an on-the-job injury, employees are required to abide by the following procedures. Failure to follow any of these policies could result in the loss of any benefits for which you might be eligible.

1. In a life-threatening emergency call 911 as soon as possible. If you do not have access to a phone, radio the garden center and they will call 911 and notify your supervisor.

2. In a non-life-threatening emergency, contact your supervisor. Your supervisor will determine if the injury is severe enough to require professional medical attention. You will be directed to the nearest medical facility if the injury requires immediate attention. If the injury is less severe, you will be directed to an appropriate facility for care.

3. After a doctor determines the expected time of recovery or the seriousness of the injury, it will be determined if you will be required to report daily to the office for light duty or rest at home. **CityEscape** wants to have each employee back to work as soon as possible after any accident.

4. An employee injury report needs to be filled out as soon after the injury as possible (witnesses to the injury are also required to fill out a statement regarding the injury). These forms may be obtained at the garden center.

5. Depending on the severity of the accident and the circumstances causing each accident, the injured employee may be required to submit to a post-accident drug and alcohol test.

6. It is imperative you follow all instructions set by a doctor and return to work only after providing the company with a doctor's release. We will maintain close communication with your doctor at all times.

## Vehicle and Equipment Safety

Company vehicles, including over-the-road vehicles and other pieces of power equipment, may be operated by authorized employees only. Unauthorized operation of power equipment may lead to dismissal of both the employee and his/her supervisor.

Drivers of all vehicles must observe federal, state, and local laws in the operation of the vehicles. If a vehicle is subject to Department of Transportation regulations, the driver must be certified or qualified under any applicable DOT regulations. **CityEscape** complies with any testing requirements mandated by the Department of Transportation.

All accidents involving company equipment and/or vehicles must be reported immediately to your supervisor. Likewise, any moving traffic violations, both on and off duty, must be reported. Failure to do so can lead to termination of employment.

## Care of Vehicles, Equipment and Furnishings

It is the responsibility of the assigned driver/crew foreman to see that vehicles and equipment assigned to the crew receive regular standard maintenance. In addition, the assigned driver/crew foreman is responsible for small tools issued to the crew.

## Employee Use of Company Vehicles

Company vehicles are to be used for company business only. Personal use of company vehicles is prohibited unless permission is granted by a company officer in writing.

Randomly inspection of all vehicles may occur to determine if they are being properly maintained and kept clean.

## Vehicle Safety Rules

**CityEscape** believes that transportation of its employees is a critical issue that demands effective management, sound operating procedures, and trained people. Disruptions in this system can lower company efficiency, and cause accidents. Therefore, any manager who observes an employee in violation of one of the vehicle safety rules is required to fill out a safety violation report that will be signed by both the employee in question and the manager. Copies of the report will be put in the employee's personnel file and the safety violation file. All employees must adhere to the following policies:

1. All employees who are selected to drive company vehicles must provide a valid drivers license. Never drive a vehicle without a valid driver's license. All drivers must possess any applicable certifications and licenses.

2. Seat belts must be used at all times.

3. All employees are required to ride in the cab and never in the truck bed.

4. Daily maintenance items must be checked before leaving company premises. These include, but are not limited to:

- Headlights
- Brake lights
- Back-up lights
- Turn signals
- Tire wear
- Brakes and horn
- Emergency brake
- Mirror adjustment

It is your responsibility to report any defective items to management immediately. Never drive a vehicle that appears unsafe.

5. Always use a spotter, if available, when backing company vehicles.

6. When windshield wipers are on, headlights should be on.

7. Report malfunctions of the vehicle.

## What to Do When You Have an Accident

1. Stop at once and investigate.

2. Protect the scene. Use warning devices. Get help from bystanders. Turn off all engines. No smoking. Guard against fire.

3. Assist injured persons. Don't move them unless absolutely necessary. Summon ambulance if needed.

4. Get help. Use nearby phone or radio the office to notify the police. Give location and nature of accident. Notify the company.

5. Identify yourself and the company. Show license and registration on request.

6. Be courteous. Make no statement about the accident except to police or insurance company representative.

7. Fill out and check off all applicable information on a vehicle accident report form located inside the glove box. This accident report form shall be kept in every vehicle at all times.

8. In case of serious injury, report accident to the nearest urgent treatment center or hospital immediately.

## Chemical Safety

### Hazard Communication Program

**CityEscape** is firmly committed to providing all of its employees with a safe and healthy work environment. It is a matter of company policy to provide our employees with information about hazardous materials on the work site through our hazard communication program, which includes container labeling, information, and training.

### List of Hazardous Materials

The company maintains a list of all hazardous materials that will be used on the work site by reviewing container labels and material safety data sheets. Copies of material safety data sheets for all hazardous materials to which employees may be exposed are readily accessible to employees in the work area during each work shift.

### Employee Training

Employees are to attend a training session on hazardous materials when applicable at the time of employment, and then as new hazardous materials are introduced. The training session will cover the following:

- An overview of the hazard communication requirements.
- A review of the chemicals present in the workplace operations.
- The location and availability of our written hazard communication program, a list of hazardous materials, and MSDS.
- Methods and observation techniques that may be used to detect the presence or release of hazardous materials in the work area.
- Physical and health hazards of the materials in the work areas.
- How to lessen or prevent exposure to hazardous workplace materials by using good work practices, personal protective equipment, etc.
- Emergency procedures to follow if employees are exposed to hazardous materials.
- An explanation of our hazard communication program, including how to read labels and material safety data sheets to obtain appropriate hazard information.

When a new type of product is introduced into a work area or the chemical composition of a product changes, a supervisor will review the above items as they are related to the new materials.

### Non-Routine Tasks

Periodically, employees are required to perform non-routine tasks. Prior to starting work on such projects, each affected employee will be informed about hazards to which they may be exposed and appropriate protective and safety measures.

### Chemical Container Disposal Policy

When disposing of any container that held a hazardous material (i.e., hazardous materials are defined as any substance that requires a material safety data sheet and the label contains such

words as "danger," "caution," "warning," etc.), it is necessary to triple rinse each container and recycle the rinse water. If the container is not to be reused (e.g. post-emergent herbicide) then a hole is to be put in the bottom so the container cannot be retrieved and used by an unsuspecting person.

## Exposure to Chemicals

Chemicals may enter the body in three ways:

1. Through the mouth (orally).

2. Through the skin and eyes (dermatological).

3. Through the lungs (by inhalation).

In case of exposure to the skin or eyes, wash immediately with large quantities of water. If you are at a job site, use slowly running water out of a hose.

In case of exposure through inhalation, get the victim to fresh air immediately. Apply artificial respiration if necessary.

In all cases of suspected chemical exposure, employees need to refer to the product label and the material safety data sheets for decontamination procedures along with the above first aid procedures.

In all cases of exposure to chemicals, notify your supervisor and get professional medical help as soon as possible.

## General Chemical Safety Rules

Any non-licensed employee who is found to be handling chemicals without the direct supervision of a certified applicator or technician will be in violation of company policy.

When mixing and handling pesticides or other materials always consult product label for required protective gear.

## First Aid Kits

First aid kits are available on each truck. It is the assigned driver/crew foreman's responsibility to insure that they are well maintained. Each kit should contain Band-Aids, gauze pads, tape, ice pack, latex gloves, burn cream, antibiotic ointment, and eyewash.

First aid kits are also located in the following areas:

**Garden Center**

## Emergency Spill Response Instructions

1. Stop the leak if possible.
   Close valves, tape leaky hoses, etc.

2. Contain any spilled material if possible.
   Use hazard pillows to stop flow of material to sewers, storm drains, etc.

3. Call for help
   Contact garden center.
   Contact department of environmental emergency response (D.E.E.M.)
   Phone **311**

## Chemical Reference Sheet

| PRODUCT | SYNONYMS | TOXICITY |
|---|---|---|
| Ambush | Permethrin, Pounce | Low |
| Ambush 2E | Permethrin, Pounce | High |
| Banrot | None Listed | Low |
| Benlate | Benomyl, Tersan 1991 | Low |
| Black Leaf 40 | Nicotine Sulfate | High |
| Chipco 26019 | Rovral, Glycophene, Iprodione | Low |
| Copper Hydroxide | Kocide 101, Comac | Low |
| Copper Sylfate | Vitriol, Bluestone, Triangle | High |
| Daconil 2787 | Bravo, Exotherm Termil, Chlorothalonil | Low |
| Dacthal W-75DAC 893 | Chlorthal Dimethyl | Low |
| Di Syston 8 | Disulfoton, DithiosystoxDithiodemeton | High |
| Di Syston 15% Granular | Bay S276, Disulfoton | Moderately |
| Dithane Z-78 | Zineb, Parzate | Slight |
| Diazinon | Diazinon, Dizinon, Spectracide | Moderately |
| Enide | Dephenamid, Dymid | Low/Mod. |
| Ferbam | Ferbam, Ferberk | Slight |
| Isotox Insect Spray | Lindane, Lindagam, Novigam Silvanol | Moderately |
| Lindane Spray #2000 | Lindane, Novigam, Silvanol, Lindafor | Moderately |
| Kelthane 35 Miticide | Dicofol, Mitigan, Acarin | Low |
| Lannate Insecticide | Methomyl, Nudrin | Low |
| Lesan 35% W.P. | Fenaminosulf, Bay 22555 | Moderately |
| Lesan 70% W.P. | Fenaminosulf, Bay 22555 | Moderately |
| Manzate | Maneb, Tersan | N/A |
| Mavrik 2E | Fluvalinate, Spur | Low |
| Metasystox - R.S.C. | Metasystenox, Osydemeton, Bay-21097 | Moderately |
| Ornalin | Vinclozolin, Ronilan, VorlanSlight/ | Low |
| Orthene Tree and Orna. Spr | Orth 1242, Ortran, Acephate | Low |
| Otho Malathion 5 Emulsive | (Malathion) Malathion, Calmathion | Low |
| Oxamyl 10G | Vydate | Low |
| Paraquat | Dichloride Paraquat | High |
| Pentac Aquaflow | Dienochlor, Pentac WP | Low |
| Pirimor 50W | Rapid, Aphox, Pirimicarb | Moderately |
| Plantfume 103 | Sulfotep, Dithio, Thiotepp Bladafum | N/A |
| Plictran 50 W Miticide | Dowco 213, Cyhexatin | Low/Mod. |
| Pramex | Ambush, Extiban, Perthrine, Pounce, Permethrim | Low |
| Roundup | None | Low |
| Sevin 50 Wettable, Ortho | Carbaryl, Tercyl | |
| Simazine 4G | Princep, Aquizine | Low |
| Subdue 2E | Metalazyl, Ridomil | Low |
| Surflan 75 W | Oryzalin, Ryzelan, Dirimal | Slight |
| Systox 2 | Demeton, Bay 10756, Mercaptofos | High |
| Temik 10% Gran. | Aldicarb Aldicarb | High |
| Terraclor 75 W.P. | Avicol, PCNB, Folosan | N/A |
| Treflan | Trifluralin, Trim, Elanolan, Ipersan | NA |
| Turban W.P. | Ethazol, OM2424 | N/A |
| White Fly Spray | Resmethrin | Low |

STATE OF ILLINOIS )
COUNTY OF COOK ) SS
COUNTY OF WILL )

CERTIFICATE

I, NANCY M. O'CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2024-R-048; "**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CITY ESCAPE GARDEN AND DESIGN, LLC FOR LANDSCAPE PLANTERS AND BEAUTIFICATION**," which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 7, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 7th day, of May, 2024.

[redacted]

VILLAGE CLERK