

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Beary Landscape Management, Inc.
15001 W. 159th Street
Lockport, IL 60491

SURETY:

(Name, legal status and principal place of business)

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Aurora
44 Downers Place
Aurora, IL 60507

BOND AMOUNT: \$1,000.00 One Thousand Dollars and 00/100

PROJECT:

(Name, location or address, and Project number, if any)

Aurora Fire Department Landscape Maintenance. Bid # 26-021. Season Lawn Mowing and Maintenance.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of March, 2026.

(Witness)

(Witness) Hina Azam

Beary Landscape Management, Inc. _____
(Principal) (Seal)

By: _____
(Title)

Berkley Insurance Company _____
(Surety) (Seal)

By: William Reidinger _____
(Title) William Reidinger, Attorney-in-Fact



POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: William Reidinger its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings including bid related commitments such as Consent of Surety, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

Surety Bond No.: Bid Bond
Principal: Beary Landscape Management, Inc.
Obligee: City of Aurora

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.



Attest:
By Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

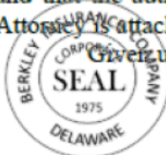
MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT

Maria C. Rundbaker
Notary Public, State of Connecticut

MY COMMISSION EXPIRES 04-30-2029

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



Given under my hand and seal of the Company, this 4th day of March, 2026.

Vincent P. Forte

CITY OF AURORA, ILLINOIS

CONTACT INFORMATION

Vendor shall provide the following contact information assigned to service the City of Aurora account.

Customer Service/General Information: Ph: 815-838-4100

To place an order:

Name: Sandra Koslowski
Ph: 708-932-0448 Fax: _____
E-mail: skoslowski@bearylandscaping.com

Billing & Invoicing questions:

Name: Cynthia Godinez
Ph: 630-326-4400 Fax: _____
E-mail: CGodinez@bearylandscaping.com

Questions:

Name: Sandra Koslowski
Ph: 708-932-0448 Fax: _____
E-mail: skoslowski@bearylandscaping.com

Bidder's Name: Beary Landscape Management _____

Signature & Date:  2-26-26 _____



City of Aurora, IL - Local Vendor Preference Application

The business identified below is requesting to be placed on the City of Aurora, Illinois Local Vendor Preference list, in accordance with ordinance O20-029 approved April 28, 2020.

- 1) Date Submitted: _____
- 2) Name of Business: _____
- 3) Address of Local Office: _____
- 4) City, State, Zip: _____
- 5) Company's Web Address: _____
- 6) Phone: _____ Fax: _____
- 7) County your Local Business is Located In: _____

Submitted By (Signature): _____

Print Name and Title: _____

Email Address: _____

Sec. 2-410.-Prequalification; local bidder.

- (a) If an interested business would like to prequalify as a "local business", such a business shall complete and submit the prequalification application along with supporting documentation, as listed below, and the applicable fee as set by the City Council, to the Finance Department:
- a. Evidence that the business has established and maintained a physical presence in the City of Aurora, by virtue of the ownership or lease of all or a portion of a building for a period of not less than twelve (12) consecutive months prior to the submission of the prequalification application; and
 - b. Evidence demonstrating that the business is legally authorized to conduct business within the State of Illinois and the City of Aurora, and has a business registered to operate in the City if required; and
 - c. Evidence that the business is not a debtor to the City of Aurora. For purposes of this subparagraph, a debtor is defined as having outstanding fees, water bills, sales tax or restaurant/bar tax payments that are thirty (30) days or more past due, or has outstanding weed or nuisance abatements or liens, has failure to comply tickets or parking tickets that are not in dispute as to their validity and are not being challenged in court or other administrative processes.

Back up documentation for (a) a. and (a) b. must accompany this submittal or application will be rejected.

Please note for (a) c. above the City of Aurora will verify internally that your company does not have any outstanding fees. Your company should make sure that to the best of its knowledge all bills are current.

Return completed application, with all required backup documentation to:

City of Aurora, Attn: Purchasing Division, 44 E. Downer Place, Aurora, IL 60507

Or email to: PurchasingDL@aurora.il.us

Do not write below this line: For City of Aurora use ONLY

- (a) a.
- (a) b.
- (a) c.

Date: _____

Approved: _____
Letter Sent: _____

Denied: _____
Initials: _____

CITY OF AURORA AGREEMENT

THIS AGREEMENT, entered on this _____ (“Effective Date”), for the (Services”) is entered into between the **CITY OF AURORA** (“City”), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and Beary (“Bidder”), located at at 1501 W. 159th St, Lockport, IL Landscape Management

WHEREAS, the City issued an Invitation to Bid (“ITB”) on Fire Depts for the Bid 26-021; and

WHEREAS, the Bidder submitted a Bid in response to the ITB and represents that it is ready, willing and able to perform the Services specified in the ITB and herein as well as any additional services agreed to and described in the Agreement; and

WHEREAS, on _____, the City awarded a contract to Bidder, _____.

IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. Agreement Documents.

The Agreement shall be deemed to include this document, Bidder’s response to the ITB, to the extent it is consistent with the terms of the ITB, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

Invitation to Bid 26-021

In connection with the ITB and this Agreement, Bidder acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Bidder represents that such material and information furnished in connection with the ITB and this Agreement is truthful and correct. Bidder shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

2. Scope of Services.

Bidder shall perform the Services listed in the Bid, attached hereto as Exhibit 1.

3. Term.

This agreement shall remain in effect until the terms of the ITB and completion of services have been met, unless sooner terminated in accordance with the terms contained herein, ends upon completion of services.

4. Compensation.

Maximum Price. In accordance with the Bidder's negotiated cost, the price for providing the Services shall be as stated on the submitted Bid, Exhibit 2.

Schedule of Payment. The City shall pay the Bidder for the Services in accordance with the amounts set forth in Exhibit 2, price shall remain firm for the entire contract period. The Bidder shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Each invoice shall be accompanied by a statement of the Bidder of the percentage of completion of the Services through the date of the invoice. Payment shall be made upon the basis of the approved invoices and supporting documents. The City, after inspection and acceptance, and in consideration of the faithful performance by the Bidder, agrees to pay for the completion of the work embraced in this Contract. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*) upon receipt of the invoice.

5. Performance of Services.

Standard of Performance. Bidder shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Bidder shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Bidder shall ensure that Bidder and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Bidder shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Bidder or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Bidder from the responsibilities set forth herein.

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Bidder with sixty (60) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Bidder only for services performed up to the date of termination. After the termination date, Bidder has no

further contractual claim against the City based upon this Agreement and any payment so made to the Bidder upon termination shall be in full satisfaction for Services rendered. Bidder shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. Miscellaneous Provisions.

a. Illinois Freedom of Information Act. The Bidder acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

b. Entire Agreement. This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. Consents and Approvals. The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

CITY OF AURORA, ILLINOIS

(Contractor)

SIGNATURE

Jolene Coulter

FULL NAME

DATE SIGNED

Director of Purchasing

TITLE



SIGNATURE

Sandra Koslowski

FULL NAME

2-26-26

DATE SIGNED

Account Manager

TITLE



COMPANY OVERVIEW

Since 1985, Beary Landscaping has been providing high quality comprehensive landscape management services throughout the Chicago land area and NW Indiana. Beary also has a successful Commercial Construction division, Residential Landscape division, a 200+ acre nursery and a staff of over 250 employees.

Our services include:

- Landscape Maintenance and Construction
- Snow Removal Services
- Seasonal Flowers / Color Displays
- Tree Pruning, Removal and Plant Health Care
- LEED / Green Certification
- Irrigation Management
- Landscape Design, Enhancement and Renovation

We service all types of commercial properties including:

- Corporate or Managed Properties
- Retail and Office Sites
- Hospitals and Healthcare Centers
- Industrial and Commercial Facilities
- Residential Communities

What separates Beary is our proactive site management approach and our experienced account management staff. This approach includes the following benefits:

- Regular site visits from your account manager
- Proactive communication regarding scheduled maintenance activities and site needs
- Periodic QSA reports for your review (Quality Site Assessments)
- Extensive expertise and knowledge from our seasoned team
- Short and long term budget planning for site enhancements and improvements
- Degreed and licensed professionals

STAFF CAPABILITIES AND COMPANY CERTIFICATIONS

Beary employs many degreed and certified individuals including Master, Bachelors and Associate degrees in Landscape Architecture, Horticulture, Turf and Landscape Management. We employ a Licensed Landscape Architect, a LEED AP, a Certified Landscape Professional and a Master Gardener designation.

Beary is also a member of many industry association including the Illinois Green Industry Association, ILCA (25 years), PLANET and various Chambers of Commerce and Home Building Associations. We are also a Certified LiveRoof green roof installer and an Authorized Unilock contractor.

North Branch
15 E. University Dr.
Arlington Heights, IL

Central Branch
4627 Elm Ave.
Brookfield, IL

West Branch
500 Rathbone Ave
Aurora, IL

South Branch
15001 W 159th St.
Lockport, IL



REFERENCES

Com Ed Corporate Offices at Lincoln Center, Oak Brook Business Centers and Service Sites	Multiple Commercial Sites
Silver Cross Hospitals Joliet and New Lenox	Two 100+ Acre Medical Campuses
CBRE Property Management	Office and Warehouse Facilities
Sequoia Realty and Property Management	Office and Medical Complexes
Imperial Realty Company	Office Facilities
NAI Hiffman	Retail and Office Facilities
Stachlin Properties	Office Buildings
True North Investments	Office and Manufacturing Facilities
Five Seasons Country Club Burr Ridge	Sports and Recreation Complex
California Closets Lombard	Corporate Headquarters and Manufacturing
Village of Willow Springs	Municipality
McNaughton Development Waterfall Glen Office Park, Burr Ridge Burr Ridge Estates, Burr Ridge	Multi-Unit Office Center Home Owners Association
Somerset Office Center Orland Park	Multi-Unit Office Center
Goodheart-Wilcox Publishing Tinley Park	Office/ Manufacturing Site
Chicago Tube & Iron Romeoville	Office/ Distribution Center
Chicago Cultural Center Chicago	Green Roof Installation
Millennium Park Bridge City of Chicago / Walsh Construction	Garden Construction
Trump & Majestic Star Casinos Hammond, IN	Landscape Construction

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EQUIPMENT LIST

- 80 - 2014-2026 Management vehicles
- 120 - 2010-2026 ½ ton to 1 ½ ton Landscape and Project trucks
- 20 - 2012-2026 20,000 to 33,000 lb. Crew trucks
- 1 - 2018 Six Wheeler Delivery Truck with Princeton Forklift
- 3 - Six Wheeler Dump Trucks
- 3 - Semi Tractors
- 2 - Box Trucks
- 100+ Trailers 2014-2026 including
 - 4 - Semi Dumps
 - 6 - Semi Flatbeds
 - 1 - Semi Van
 - 60 - Enclosed Landscape Maintenance Trailers
 - 25 - Skidsteer Trailers
 - 22 - 20' HD Equipment Trailers
- 10 - Front End Loaders ranging from 2-4 yd capacity
- 8 - Tree spades
- 90 - 2014-2026 Skid steers
- 10 - Tractors
- Over 100 attachments for skid steers and tractors including:
 - Bush Hog, Dirt Buckets, Forks, Grapple, Harley Power Preparation Rakes, Landscape Rakes, Material Buckets, Post Hole Auger, Spoon Buckets, Seeders, Tillers, Trencher

Mowers, trimmers and blowers to support over 60 maintenance crews

- 30 - 21 inch Mowers
 - 50 - 52 inch Mowers
 - 60 - 61 inch Mowers
 - 30 - 72 inch Mowers
 - 4 - 10' Batwing Finish Mowers
 - 3 - 20' Wide area rough cut batwing mowers, powered by 200hp Tractors
- Small engine equipment to outfit each crew including blowers, string trimmers and hand tools



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