



## BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of Bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all equal employment practice requirements contained in Public Act 87-1257 (effective July 1, 1993) and 775 ILCS 5/2-105 (A).
- D. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- E. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- F. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME Berry Landscape Management

ADDRESS 15001 W. 159th Street

CITY/STATE/ZIP CODE Lockport, IL 60491

NAME OF CORPORATE/COMPANY OFFICIAL Sandra Koslowski  
PLEASE TYPE OR PRINT CLEARLY

TITLE Account Manager

AUTHORIZED OFFICIAL SIGNATURE 

DATE 3-8-22

TELEPHONE (815) 838-4100

# LIST D - (PARK DEPT)

MAP NO	PARK DIVISION MOW LIST LOCATION	SQ YRDS	2022 COST	2023 COST	2024 COST
	<b>EAST SIDE</b>				
100	MARSHALL PARK - 1295 MARSHALL BL	2,700	30	31	32
101	BISHOP BONNER PARK - 158 N LOUCKS	2,744	35	36	37
102	EQUATA'S PLACE - 17 N KENDALL ST	342	50	52	54
103	MARIE WILKINSON PARK - NE CORNER OF GALENA & LOUCKS	2,014	50	52	54
105	FREEDOM PARK - 797 SPRING ST	488	40	42	44
106	CLAIM & BEACH OPEN SPACE	4,257	30	31	32
107	CLYDE PENSON PARK - 536 E NEW YORK ST	1,876	35	36	37
108	SENEIGHBORS SERENITY GARDEN - 704 5TH AV	595	40	42	44
109	LOGMAN HOUSE - 22 W PARK PL	1,624	40	42	44
110	LINCOLN AV PARK - 231 N LINCOLN AV	4,308	35	36	37
	<b>WEST SIDE</b>				
111	WILDER PARK - 350 N RIVER ST	13,710	100	103	106
112	PLUM PARK - NW CORNER OF PLUM ST & GRAND AV	1,840	40	42	44
114	ORCHARD / INDEPENDENCE, SOUTH OF FIRE STATION	21,976	160	165	170
116	712 S RIVER ST, GRASS AREA SOUTH OF BUILDING-	9,058	70	72	74
	<b>GRAND TOTAL</b>	<b>69,498</b>	<b>755</b>	<b>782</b>	<b>809</b>
			per		
	<b>END</b>		now		

**CITY OF AURORA  
BID 22-20  
PARKS MOWING LANDSCAPE MAINTENANCE**

**SUB-CONTRACTOR LIST  
(Please Type)**

Company \_\_\_\_\_ *N/A* \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, \_\_\_\_\_ Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, \_\_\_\_\_ Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, \_\_\_\_\_ Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, \_\_\_\_\_ Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

Signature & Date: \_\_\_\_\_

CITY OF AURORA  
BID 22-20  
PARKS MOWING LANDSCAPE MAINTENANCE

REFERENCES  
(Please Type)

Organization Village of Lombard  
Address 255 E Wilson Ave  
City, State, Lombard Zip \_\_\_\_\_  
Phone Number (630) 620-5740  
Contact Person Eric Hendrickson  
Date of Project 2018 - current

Organization Carol Stream Park District  
Address 280 Kuhn Rd  
City, State, Zip Carol Stream  
Phone Number (708) 560-6637  
Contact Person Katie Becker  
Date of Project 2015 - current

Organization Glen Ellyn Park District  
Address 185 Spring Rd  
City, State, Glen Ellyn Zip \_\_\_\_\_  
Phone Number 630-942-7265  
Contact Person Don Hopkins  
Date of Project 2015 - current

Organization Village of Lisle  
Address 925 Burlington  
City, State, Lisle Zip \_\_\_\_\_  
Phone Number 630-271-4181  
Contact Person Justin Ross  
Date of Project 2014 - current

Bidder's Name: Beary Landscape Management

Signature & Date:  3-7-22

**CITY OF AURORA**  
**BID 22-20**  
**PARKS MOWING LANDSCAPE MAINTENANCE**  
**CONTACT INFORMATION**

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

Customer Service/General Information: Ph: 708-290-7100

To place an order:

Name: Sandra Koslowski  
Ph: 708-932-2448 Fax: 815-838-3200  
E-mail: skoslowski@bearylandscaping.com

Billing & Invoicing question:

Name: Kim Portekel  
Ph: 708-290-7100 Fax: 708-290-7078  
E-mail: kportekel@bearylandscaping.com

Questions:

Name: Sandra Koslowski  
Ph: 708-932-2448 Fax: 815-838-3200  
E-mail: skoslowski@bearylandscaping.com

Bidder's Name: Beary Landscape Management

Signature & Date:  3-7-22

## CITY OF AURORA AGREEMENT

**THIS AGREEMENT**, entered on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date"), for Parks Mowing and Landscape Maintenance is entered into between the **CITY OF AURORA** ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and *Beany Landscape Management* located at 1502 W. 159th St, Lockport, IL

**WHEREAS**, the City issued Invitation to Bid 22-20: Parks Mowing and Landscape Maintenance; and

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

**WHEREAS**, on \_\_\_\_\_, 2022, the City's 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 BID, to the extent it is consistent with the terms of the BID, 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 22-20

In connection with the BID 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 BID 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 Scope of Services, attached hereto as Exhibit 1.

3. **Term.** This Agreement will be for one year, with optional two (2) one year extensions beginning April 2022, and unless sooner terminated in accordance with the terms contained herein, ends upon completion of the Services and the end of each mowing season. The optional extensions are subject to mutual administrative consent between the City of Aurora and the Contractor.

4. **Compensation.**

a. **Maximum Price.** In accordance with the Bidder's BID, the maximum price for providing the Services shall be in accordance to the pricing on the bid proposal form. The maximum price may not be changed unless the City is provided with supporting documentation to warrant the change in maximum price or as otherwise provided in this Agreement.

b. **Schedule of Payment.** The City shall pay the Bidder for the Services in accordance with the amounts set forth in Exhibit 2. The Bidder shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made for services rendered. 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.

Notwithstanding the foregoing, Bidder shall not be responsible for the performance of construction contracts, work or products, or any deficiencies or effects resulting therefrom, of any contractor, subcontractor, manufacturer, supplier, fabricator, or consultant retained by the City or any other third-party, including any person working on their behalf. Nothing herein shall be construed as giving the Bidder the responsibility for or the authority to control, direct, or supervise construction, construction means, methods, techniques, sequences, procedures, and safety measures and programs except those which directly relate solely to Bidder's performance of Services as set forth in this Agreement.

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 thirty (30) 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 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.

FOR CITY OF AURORA

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

ATTEST:

\_\_\_\_\_  
City Clerk

FOR \_\_\_\_\_

By \_\_\_\_\_

(SEAL)

(CORPORATE SEAL)

(If a Corporation) CORPORATE NAME Benny Landscape Management

(SEAL)

By *[Signature]*  
President – Contractor

ATTEST:

*Kelly Holub*  
Secretary



(If a Co-Partnership)

\_\_\_\_\_

\_\_\_\_\_

Partners doing Business under the firm

\_\_\_\_\_

Contractor

(If an Individual)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)  
Contractor

**CITY OF AURORA  
BID 22-20  
PARKS MOWING LANDSCAPE MAINTENANCE  
BID PROPOSAL FORM**

**Bid Due Date & Time:** 2:00 p.m. CST, Wednesday, March 9, 2022

To: City of Aurora  
City Clerk's Office  
44 E Downer Place  
Aurora, Illinois 60507

The following offer is hereby made to the City of Aurora, Aurora, Illinois, hereafter called the Owner.

Submitted By: Beery Landscape Management

I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other Bid documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments (if applicable) contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the Bid.

A. The Vendor shall also include with their bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.

B. For purposes of this offer, the terms Offeror, Bidder, and Vendor are used interchangeably.

II. In submitting this Offer, the Vendor acknowledges:

A. All bid documents have been examined: Instructions to Bidder, Specifications and the following addenda:

No. \_\_\_\_\_, No. \_\_\_\_\_, No. \_\_\_\_\_, (Vendor to acknowledge addenda here.)

COMPANY Beery Landscape Management

ADDRESS 1500 W. 157th St

CITY, STATE, ZIP Lockport, IL 60471

PREPARER'S NAME Sandra Koslowski  
Please Type

BID PERSON Sandra Koslowski  
Please Type

AUTHORIZED SIGNATURE  Account Manager  
Title

EMAIL skoslowski@beerylandscaping.com

PHONE # (815) 838-4100 FAX # (815) 838-3200 DATE 3-7-22

CITY OF AURORA  
 BID 22-20  
 PARKS MOWING LANDSCAPE MAINTENANCE

BID PROPOSAL FORM

I/WE propose to provide Parks Mowing and Landscape Maintenance per the bid specifications at the net delivered price.

	2022	2023	2024
List D	\$ 755	\$ 782	\$ 809

Extra services to be charged at \$ .05 /per square yard

Installation of premium mulch on landscaped areas as directed by the division at \$ 60 per cy /per square yard.  
= # 3 per sy @ 1/2" deep

No additional charges over total net bid price will be accepted without written approval of the Purchasing Director.

Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-07.

The City of Aurora reserves the right to reject any or all Bids, or parts thereof, and to waive any technicality, informality or irregularity in the Bids received, and to disregard all nonconforming or conditional Bids or counter-proposals and to hold the best Bids for ninety (90) days from the opening date set forth above. The City further reserves the right to award the Bid to the lowest responsible Bidder whose offer best responds in quality, fitness and capacity to the requirements of the proposed Work or usage and therefore is in the best interest of the City.

SUBMITTED BY

COMPANY Berry Landscape Management

## **APPENDIX H**

### **LOCAL PREFERENCE APPLICATION**

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Beary Landscaping 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 E. 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)

22-20 Parks Mowing Landscape 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 9th day of March, 2022.

  
\_\_\_\_\_  
(Witness)

Beary Landscaping Inc.  
\_\_\_\_\_  
(Principal) (Seal)

By:   
\_\_\_\_\_  
(Title)

  
\_\_\_\_\_  
(Witness) Hina Azam

Berkley Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)

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



POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

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

Surety Bond No.: Bid Bond  
Principal: Beary Landscaping Inc.  
Obligee: City of Aurora  
Amount of Bond: See Bond Form

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, 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.

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 25<sup>th</sup> day of July, 2019.

Attest:

Berkley Insurance Company

(Seal)



By

Ira S. Lederman  
Executive Vice President & Secretary

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 25<sup>th</sup> day of July, 2019, by Ira S. Lederman 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 RUNDRAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

Maria C. Rundraken  
Notary Public, State of Connecticut

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 9<sup>th</sup> day of March, 2022.

(Seal)



Vincent P. Forte