



LANDSCAPE MANAGEMENT SPECIFICATIONS

BILL TO:

Village of Palos Park
 Attn: Rachael Kaplan
 3999 W. 123rd St
 Palos Park, IL 60464

SERVICE ADDRESS

Metra Station
 123rd St.
 Palos Park, IL 60464
 & the Triangle
 At southwest hwy and 80th ave

Account Manager: Nick Hubbard

Scope of Work

This agreement provides maintenance and care for exterior landscape areas throughout the property. Our care and maintenance is defined in the following and is designed to achieve an attractive and functional landscape.

Contractor Responsibility

The contractor shall perform landscape maintenance and furnish all necessary labor, supplies, equipment and insurance.

Period of Coverage

This proposal shall provide for service for the season as stated below. See below for approximate beginning and ending date. Additional work shall be on time and material basis only.

Turf and Ground Maintenance Schedule

A. SPRING CLEAN UP-

Clean all turf areas and planting beds of leaves, twigs, trash, snowplow debris and dispose of it. Remove all dead annual/perennial plant parts from beds. Prune broken and winter injured branches by Beary Snow Removal from shrubs and small trees.

B. MULCH BEDS-

Existing mulch beds and tree rings will be edged and cultivated.

C. FERTILIZATION OF TURF –

All accessible lawn areas shall receive three (3) applications of fertilizer during the term of this contract.

The type of fertilizer used shall provide at least 2 pounds of Nitrogen per 1000 square feet with controlled release to sustain greening and reduce danger of burning.

D. WEED CONTROL-

All turf areas where applicable shall receive one (1) application of weed and grass pre-emergent for prevention of crab grass and other undesirable grasses in conjunction with the fertilization program.

All turf areas shall receive two (2) applications of weed control for the elimination of broadleaf weeds, in conjunction with fertilizer application.

Weeds in shrub beds shall be kept under control by spraying with contact weed control and manual removal of weeds.

E. MOWING AND TRIMMING-

Turf areas shall be mowed and trimmed as needed to maintain turf in a neat appearance. (2 1/2 to 3 inches in height) It is estimated that mowing will occur approximately 26 times during the season, but in no case will a mowing occur more frequently than on a 7 day cycle.

Clippings shall be caught and removed when cutting weekly whenever the accumulation becomes detrimental to the health and appearance of the grass plant.

All blades on mowing equipment will be kept properly sharpened so as not to tear or uproot grass plants.

15001 West 159th Street
 Lockport, IL 60491
 815-838-4100 fax 815-838-3200



F. EDGING-

Sidewalk edging shall be done as needed to maintain a neat appearance. Grass encroaching on curbs will be controlled with string trimmers as necessary.

G. CULTIVATING OF MULCH BEDS –

Turn existing mulch beds and mulch tree rings at least two (2) times during the period of this contract and edge at least one (1) time to prevent encroachment of grass.

Mulch shall be loosened up to a depth necessary to remove weeds and aerate, but not to interfere with the root system of the plants or trees.

Large stones or debris brought to the surface in the process of cultivating shall be removed. Rubbish or other unsuitable material will be removed by hand if necessary.

H. PRUNING AND TRIMMING-

Trees, shrubs and perennials shall be pruned at the proper time of the year for each specific variety to encourage a healthy, natural growth pattern, to maintain a neat appearance throughout the growing season. The following objectives are to be accomplished:

All limb removals shall be made in a manner to aid in optimum re-growth of the cambium over the cut area.

All leaves, twigs and branches are to be cleaned up and disposed in a manner agreeable to the client.

Removal of sucker growth and water sprouts.

Maintain the natural size, shape, scale and characteristics of the variety and to maintain central leaders in those varieties normally having them.

a. Shade trees will be trimmed as needed for lower hanging branches obstructing pedestrian traffic.

b. Ornamental trees pruned of sucker growth, water sprouts and branches obstructing pedestrian traffic.

c. All shrubs and groundcovers will be trimmed two (2) times a year.

No trimming shall be part of this contract more than 12' high.

Rejuvenation pruning is not included within the scope of these specifications.

I. SPRAYING-

All plant materials shall be checked periodically during the growing season for insects, disease or pests, which are or would become injurious. Spraying of other plant material will be recommended and will be on a time and material basis subject to the approval of the owners.

J. FALL CLEAN UP-

Fallen leaves will be picked up during scheduled visits for October and November. Additional clean-ups after the scheduled contract period will be done on a time and material basis.



Terms & Conditions - Contractor will bill owner on the 1st of each month for services performed within that month. Payment is due by the last day of that month. A late charge of 1.5% will be added for past due accounts. Service will be stopped on accounts over 30 days past due until account is paid in full. After such termination, contractor shall have no further obligation to owner to perform any services. Owner agrees to pay attorney fees, court costs, collection costs and any expenses incurred by contractor to collect sums owed. All work to be completed in a professional, workman like manner according to industry standard practices. All agreements are contingent upon strikes, accidents or delays beyond our control, and unusually severe weather. Our workers are fully covered by workman's compensation insurance. The monthly cost is subject to a fuel surcharge in the event of fuel cost increasing by more than 10% from the date of this agreement.

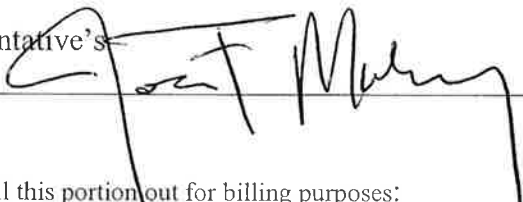
Acceptance of Proposal - The prices, specifications and conditions are satisfactory and are hereby accepted. I have read and received a copy of the terms and conditions. Beary Landscape Management, Inc. is authorized to do the work as specified. This proposal may be withdrawn if not accepted within 30 days.

Cancellation - This contract may be cancelled with cause upon (30) thirty days written notice. If contractor cannot correct deficiencies within thirty days, this contract will become null and void and all services rendered and remainder of contract will become due and payable within the terms of this contract. The client will be responsible for all legal and attorney fees necessary for collecting outstanding balance due. All correspondence regarding cancellation shall be sent via Certified Mail with Return Receipt.

Charge for Services: Monthly - **\$620.00** *To include: round up applications for the metra station and the triangle at southwest hwy and 80th ave.
Charge for Services: Annually - **\$4,650.00**

April 1, 2010 – November 15, 2012

Authorized Nick Hubbard Date 02/04/2010

Owner/representative's Signature  Date 2/28/10

Please fill this portion out for billing purposes:

Name of Company: VILLAGE OF PALOS PARK
Attn to: PUBLIC WORKS DIRECTOR
Address: KAPRUC CENTER, 8999 W 1231d STREET
City: PALOS PARK State: IL Zip Code 60464
Phone Number: 708 671 3720 Fax 708 448 9542
Email: _____



SCHEDULE OF SERVICES

	<u>MARCH</u>	<u>APRIL</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUG.</u>	<u>SEPT</u>	<u>OCT.</u>	<u>NOV.</u>	<u>TOTAL</u> <u>OCCUR.</u>
Spring Clean-up	XXXXXXXXXXXXXX									1
Mowing Turf & Sweep/Blowing	XX									26
Trimming Turf	XX									29
Trimming of Shrubs			XXXXXXXXXXXXXX			XXXXXXXXXXXXXX				2
Weed/Prune Groundcover		XXXXXXX	XXXXXXX			XXXXXXX	XXXXXXX			4
Pruning Deciduous Suckers				XXXXXXX					1	1
Pruning Deciduous Trees under 12'				XXXXXXXXXX		XXXXXXXXXX				2
Cultivating of Mulch Beds	XXXXXXXXXXXXXXXXXXXX					XXXXXXXXXXXXXXXXXXXX				2
Post-Emergent Herbicide	XX									8
Manual Weeding of Beds	XX									8
Edging of Walks/Drives	XX									8
Edging of Turf Along Existing Beds and Tree Rings	XXXXXXXXXXXXXXXXXXXX					XXXXXXXXXXXX				2
Fall Clean-up								XXXXXXXXXX		1
Fertilizing of Turf	XXXXXXXXXX		XXXXXXXXXX				XXXXXXXXXX			3
Pre-Emergent Application	XXXXXXXXXXXXXXXXXXXX									1
Broadleaf Weed Control		XXXXXXXXXXXXXXXXXXXX				XXXXXXXXXXXX				2
Quality Control Inspections	XX									8

THE ABOVE GRAPHIC DEPICTION OF WHEN AND WHAT WORK IS EXPECTED TO BE PERFORMED IS FOR GENERAL VISUAL PURPOSES. IT IS NOT INTENDED TO REPLACE THE WRITTEN LANDSCAPE MANAGEMENT AGREEMENT. THE EXACT TIME THAT SERVICES WILL BE PREFORMED WILL VARY DUE TO WEATHER AND OTHER CIRCUMSTANCES.



Maintenance/ Snow Removal References

Gas City- 35 Locations	Retail Fuel & Convenience Stores
National City Banks (8) Multiple Locations	Retail Banking Centers
Silver Cross Hospital Maple & Walnut Avenues Joliet, IL	80+ Acre Commercial Sites
Silver Cross Satellite Locations (8) <i>Located throughout the southwest suburbs</i>	Medical Offices & Clinics
Corn Products International 5400 South Archer Avenue Bedford Park, IL	30+ Acre Industrial/ Commercial Site
Goodheart- Wilcox Publishing 18604 West Creek Drive Tinley Park, IL 60477	Office/ Manufacturing Site
Fountain Hills Home Owners Association Wolf Road & Fountain Hills Drive	90 Single Family Homes, 70 Acre Site
Chicago Tube & Iron INC One Chicago Tube Drive Romeoville, IL	Office/ Distribution Center
NAI Hiffman Properties 27143 Baseline Road Elwood, IL	Office/ Distribution Center
Somerset Office Center 163 rd Street & 108 th Avenue Orland Park, IL	Multi-Unit Office Center
Saint Francis of Assisi Church & School .51 st & Wolf Road Orland Park, IL	10-Acre Site
Timberline Knolls 40 Timberline Drive Lemont, IL	35 Acre School/Rehabilitation Center

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/04/2010

PRODUCER
HUB International Scheers
601 Oakmont Lane, Suite 400
Westmont, IL 60559

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Beary Landscaping Inc.
15001 West 159th Street
Lockport, IL 60441

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	Cincinnati Insurance Company	
INSURER B	Hanover Insurance Company	
INSURER C		
INSURER D		
INSURER E		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR CENTL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. SECT <input type="checkbox"/> LOC	CPP1056361	12/31/2009	12/31/2010	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Per Occurrence)	\$300,000
						MED EXP (Per one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CPA1056361	12/31/2009	12/31/2010	COMBINED SINGLE LIMIT (Per accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY - EA ACC	\$
						AGG	\$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0	CPP1056361	12/31/2009	12/31/2010	EACH OCCURRENCE	\$3,000,000
						AGGREGATE	\$3,000,000
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Ill) If yes, describe under SPECIAL PROVISIONS below	WC2117470	12/31/2009	12/31/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
B		OTHER Instal Fltr	IHC8755522	12/31/2009	12/31/2010		\$250,000
A		Equipment	CPP1056361	12/31/2009	12/31/2010		\$100,000 Leased/Rented

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Village of Palos Park
8999 W. 123rd Street
Palos Park, IL 60464

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Joe J. Moore

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.