

**Village of Oak Park
Capital Improvement Fund Project Sheet
2024 - 2028**

Project: Replacement of Parkway Trees

General Priority Code: B

General Category: Other/Miscellaneous

Climate Priority Code: High

Climate Impact Areas(s): Increase Plant & Tree Cover



The Village purchases and plants parkway trees annually. The Village has been a member of the Suburban Tree Consortium for several years. The consortium has approximately 40 members and this combined buying power allows member communities to direct the nurseries as to the size, species and specifications of trees to be grown and planted.

Primarily, trees replace those that have been removed due to disease, insect infestation, damage or safety. The recent experience of tree removal is approximately 300-500 trees per year primarily due to Dutch Elm Disease (DED) and natural senescence. Due to spacing criteria, not every tree removed creates a planting space. Currently 99% of the identified parkway planting spots are planted. In order to increase the Village's overall tree canopy cover, planting trees on private property is needed. We propose a pilot private tree planting incentive program beginning in 2025. It will partially reimburse property owners for the cost of planting a tree on their property. The initial reimbursement program will fund the planting of approximately 40 private trees. Planting new parkway trees aligns with the Climate Ready Oak Park plan goal of increasing tree canopy cover and carbon sequestration, mitigating urban heat island impacts, and equitably distributing trees throughout the Village (EPO3).

This is an annual program. Miscellaneous revenue is collected each year to supplement budgeted costs. Revenue is generated from damage to public trees through law claims or construction and restitution collected for trees removed in association with development. At the funding level of \$200,000 annually, approximately 300 trees can be planted. \$71,000 of this budget will be spent on contract tree watering. \$3,000 of this budget will be spent on contract growing trees to increase tree planting diversity throughout the Village. In 2025 an additional \$10,000 is requested to fund the private tree planting reimbursement program.

Funding Sources	Account Number	Actuals		Budget	Amended Budget	Year End Estimate	Recommended Budget					
		FY 2021	FY 2022	FY 2023	FY 2023	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
Aggregation Renewable Energy Fee	2310.41020.101.441485	100,000										
Parkway Tree Removal Revenues	1001.43800.741.440483		61,157		46,000	46,000						
Main Capital Fund Revenues	Various	97,012	200,000	175,000	175,000	175,000	200,000	200,000	200,000	200,000	200,000	200,000
Total:		197,012	261,157	175,000	221,000	221,000	200,000	200,000	200,000	200,000	200,000	200,000
Expenditures												
Sustainable VOP projects	2310.41020.101.570851	100,000										
Construction	3095.43780.101.570957	97,012	215,003	175,000	221,000	221,000	200,000	200,000	200,000	200,000	200,000	200,000
Total:		97,012	215,003	175,000	221,000	221,000	200,000	200,000	200,000	200,000	200,000	200,000



Business Entity Search

Entity Information

Entity Name	EVEREST SNOW MANAGEMENT, INC.		
File Number	62492171	Status	ACTIVE
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	10-28-2002	State	ILLINOIS
Duration Date	PERPETUAL		
Annual Report Filing Date	10-30-2023	Annual Report Year	2023
Agent Information	PETER SMOLKA 7707 W 96TH PLACE HICKORY HILLS ,IL 60457	Agent Change Date	10-15-2008

Services and More Information

From: [Mark Eggemann](#)
To: [Jones, Grant](#)
Cc: [Kristen Jednachowski](#)
Subject: Everest / Village of Oak Park Tree Watering Contract
Date: Thursday, January 4, 2024 8:20:31 AM

Caution! This message was sent from outside your organization.

[Block sender](#)

Good Morning Grant!

Happy New Year. Thank you for all of the follow up on the tree watering contract for 2024. We plan on increasing the amount by 3.9% which is based on the CPI index from October 2022 to September 2023. We are going to finalize the paperwork on this end soon but it looks like our agreed upon proposal will be \$65,000 to water 350 trees each week. After your board meeting at the end of the month, lets jump on a quick call to go over the details and expectations for the upcoming season. At that time we can finalize all of the terms and sign the paperwork so that we are all set for this year.

Thank You!



Mark Eggemann
Account Manager



**Everest
Snow**



**Everest
Paving**

642 Forestwood Dr
Romeoville, IL 60446
p: 708-237-0300 m: 708-752-3806
w: [EverestSnow.com](#) [EverestPaving.com](#)
e: mark.eggemann@everestteam.com



Databases, Tables & Calculators by Subject

Change Output Options: From: 2013 To: 2023 GO

[Special Notices](#) 12/05/2023

include graphs include annual averages [More Formatting Options](#)

Data extracted on: December 7, 2023 (2:36:31 PM)

Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W)

Series Id: CWURS23ASA0
Not Seasonally Adjusted
Series Title: All items in Chicago-Naperville-Elgin, IL-IN-WI, urban wage earners and clerical workers, not seasonally adjusted
Area: Chicago-Naperville-Elgin, IL-IN-WI
Item: All items
Base Period: 1982-84=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2013	216.137	218.905	218.763	218.875	220.196	220.386	219.498	219.479	219.301	218.375	217.397	216.916	218.686	218.877	218.494
2014	219.141	220.255	223.246	224.478	224.077	224.993	223.959	223.857	224.059	222.849	220.870	219.627	222.618	222.698	222.537
2015	218.433	218.461	220.480	220.880	221.719	222.228	221.817	222.815	221.704	221.339	219.988	218.653	220.710	220.367	221.053
2016	219.547	218.650	219.769	221.206	221.720	222.599	220.867	221.501	222.358	222.400	222.530	222.650	221.316	220.582	222.051
2017	224.234	224.141	223.928	224.891	224.984	224.718	224.942	225.642	226.524	225.336	226.795	226.085	225.185	224.483	225.887
2018	227.744	227.717	227.716	229.533	230.648	230.393	229.810	230.087	230.882	230.836	228.942	227.944	229.354	228.959	229.750
2019	229.004	230.814	231.627	231.596	233.528	232.543	233.486	233.746	233.881	234.696	233.945	233.518	232.699	231.519	233.879
2020	235.518	235.557	234.250	231.572	233.741	234.874	235.750	236.287	237.410	237.251	236.382	236.096	235.391	234.252	236.529
2021	237.602	239.091	240.820	243.551	245.943	247.637	248.622	248.640	249.336	251.201	251.935	252.961	246.445	242.441	250.449
2022	255.254	257.086	261.303	262.064	267.450	271.652	271.059	270.486	270.384	270.626	269.083	266.022	266.039	262.468	269.610
2023	268.216	269.343	271.585	273.607	274.465	274.975	274.883	275.546	275.642	276.187				272.032	

12-Month Percent Change

Series Id: CWURS23ASA0
Not Seasonally Adjusted
Series Title: All items in Chicago-Naperville-Elgin, IL-IN-WI, urban wage earners and clerical workers, not seasonally adjusted
Area: Chicago-Naperville-Elgin, IL-IN-WI
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Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2013	0.9	2.3	0.8	0.8	1.6	1.9	1.8	1.0	0.5	0.3	0.4	0.4	1.0	1.4	0.7
2014	1.4	0.6	2.0	2.6	1.8	2.1	2.0	2.0	2.2	2.0	1.6	1.2	1.8	1.7	1.9
2015	-0.3	-0.8	-1.2	-1.6	-1.1	-1.2	-1.0	-0.5	-1.1	-0.7	-0.4	-0.4	-0.9	-1.0	-0.7
2016	0.5	0.1	-0.3	0.1	0.0	0.2	-0.4	-0.6	0.3	0.5	1.2	1.8	0.3	0.1	0.5
2017	2.1	2.5	1.9	1.7	1.5	1.0	1.8	1.9	1.9	1.3	1.9	1.5	1.7	1.8	1.7
2018	1.6	1.6	1.7	2.1	2.5	2.5	2.2	2.0	1.9	2.4	0.9	0.8	1.9	2.0	1.7
2019	0.6	1.4	1.7	0.9	1.2	0.9	1.6	1.6	1.3	1.7	2.2	2.4	1.5	1.1	1.8
2020	2.8	2.1	1.1	0.0	0.1	1.0	1.0	1.1	1.5	1.1	1.0	1.1	1.2	1.2	1.1
2021	0.9	1.5	2.8	5.2	5.2	5.4	5.5	5.2	5.0	5.9	6.6	7.1	4.7	3.5	5.9
2022	7.4	7.5	8.5	7.6	8.7	9.7	9.0	8.8	8.4	7.7	6.8	5.2	8.0	8.3	7.7
2023	5.1	4.8	3.9	4.4	2.6	1.2	1.4	1.9	1.9	2.1				3.6	

**Village of Oak Park
Tree Watering Contract 22-116
Bid Summary**

	Everest Snow Management, Inc		No other companies submitted bids	
Estimated Number of Watering Stops	Unit Price per Stop	Total Cost for 2022	Unit Price per Stop	Total Cost for 2020
11,100 stops total over 27 weeks	\$6.50	\$72,150.00	NA	NA



Regular Village Board meetings are held at 7:30 p.m., the first and third Mondays of each month in Council Chambers of Village Hall, 123 Madison St. When a regular meeting falls on a holiday, the meeting typically is held the following night. The Village Board also meets in special sessions, usually on the second and fourth Monday. However, dates and times of special meetings can vary and may change.

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File #:	RES 23-70	Name:	
Type:	Resolution	Status:	Passed
		In control:	President and Board of Trustees
On agenda:	2/21/2023	Final action:	2/21/2023
Title:	A Resolution Approving the Renewal of the Independent Contractor Agreement with Everest Snow Management, Inc. for Village Wide Parkway Tree Watering Services in an Amount not to Exceed \$65,000.00 and Authorizing its Execution		
Attachments:	1. Resolution - 2023 Tree Watering - Everest , 2. Renewal - 2023 Tree Watering - Everest , 3. Attachements - 2023 Tree Watering - Contract Documents		

[History \(1\)](#) [Text](#)

Submitted By
Rob Sproule, Public Works Director

Reviewed By
A.M. Zayyad

Agenda Item Title
A Resolution Approving the Renewal of the Independent Contractor Agreement with Everest Snow Management, Inc. for Village Wide Parkway Tree Watering Services in an Amount not to Exceed \$65,000.00 and Authorizing its Execution

Overview
This agenda item is for the Village Wide Parkway Tree Watering program for 2023. The Village waters newly planted parkway trees during their first growing season. The Agreement provides for two possible one (1) year renewals. It is proposed to exercise the first of the two possible renewals with Everest Snow Management, Inc. for Fiscal Year 2023 Village Wide Parkway Tree Watering Program.

Recommendation
Adopt the Resolution.

Background
The Village typically plants approximately 300 - 500 trees each year on Village right-of-way in parkway and medians. To insure a successful installation, part of the after care for these trees is watering provided by contractor for the first growing season.

In April 2022 Village staff requested bids for the Village Wide Parkway Tree Watering Program. Everest Snow Management, Inc. was the low responsive bidder for this contract. Everest Snow Management, Inc. previously completed this work for the Village in the past (2017-2022). They are a quality contractor who provides excellent service.

Village staff request to exercise the first of the two possible renewals outlined in the original contract for 2022.

Fiscal Impact
The Fiscal Year 2023 Capital Improvement Fund Budget includes \$175,000.00 to perform Parkway Tree Purchase, Planting, and Watering in the Capital Improvement Fund, Replacement of Parkway Trees account no., 3095-43780-101-570957. In addition, \$46,000.00 is being carried over from the 2022 Parkway Tree Planting Funds to bring the total available to \$221,000.00. These additional funds were received late in 2022 as a result of tree removal required for private development, tree damage associated with vehicular accidents, and vandalism. These some of these funds were carried over to 2023 to assist with increasing species diversity of parkway trees and the increased maintenance associated with the additional plantings.

Of this budget amount, \$146,000.00 is proposed for the purchase of trees and \$65,000.00 is proposed for the watering of the trees from the plantings last fall and this spring. The remaining \$10,000.00 will be used to purchase watering bags and work with a local nursery to purchase, plant and grow seedlings until they are ready to be planted in the parkway.

A total of \$65,000.00 from this account is proposed to be awarded to Everest Snow Management, Inc. and should allow for the watering of approximately 350 trees planted in the late fall of 2022 and spring of 2023.

DEI Impact

N/A.

Alternatives

The Board can delay action to gain additional information.

Previous Board Action

The Village Board has approved this contractor's work renewals for this type of work annually in the past.

Citizen Advisory Commission Action

N/A.

Anticipated Future Actions/Commitments

It is anticipated that the Public Works Department will continue to request Village Board approval for contracts for parkway tree watering services in the future.

Intergovernmental Cooperation Opportunities

N/A.

ORIGINAL

RESOLUTION

A RESOLUTION APPROVING THE RENEWAL OF THE INDEPENDENT CONTRACTOR AGREEMENT WITH EVEREST SNOW MANAGEMENT, INC. FOR VILLAGE WIDE PARKWAY TREE WATERING SERVICES IN AN AMOUNT NOT TO EXCEED \$65,000.00 AND AUTHORIZING ITS EXECUTION

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers, that the Renewal of the Independent Contractor Agreement ("Renewal") with Everest Snow Management, Inc. for Village wide parkway tree watering services in 2023 in an amount not to exceed \$65,000.00 for a one year period is approved and the Village Manager is authorized to execute the Renewal in substantially the form attached.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 21st day of February, 2023, pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Scaman	✓			
Trustee Buchanan	✓			
Trustee Enyia	✓			
Trustee Parakkat	✓			
Trustee Robinson	✓			
Trustee Taglia	✓			
Trustee Wesley	✓			

APPROVED this 21st day of February, 2023.

Vicki Scaman
Vicki Scaman, Village President

ATTEST

Christina M. Waters
Christina M. Waters, Village Clerk

ORIGINAL

**RENEWAL OF AN INDEPENDENT CONTRACTOR AGREEMENT WITH EVEREST SNOW
MANAGEMENT, INC. FOR VILLAGE WIDE PARKWAY TREE WATERING SERVICES
IN AN AMOUNT NOT TO EXCEED \$65,000.00**

THIS RENEWAL OF THE INDEPENDENT CONTRACTOR AGREEMENT (hereinafter referred to as the "Renewal") between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Everest Snow Management, Inc. (hereinafter referred to as the "Contractor") is entered into as of the effective date set forth below (collectively referred to as the "Parties").

RECITALS

WHEREAS, the Parties previously entered into an Independent Contractor Agreement dated May 2, 2022 (hereinafter referred to as the "Agreement"); and

WHEREAS, the Parties seek to renew the Agreement pursuant to the terms of the Agreement in an amount not to exceed \$65,000.00.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

1. **RECITALS INCORPORATED.** The above recitals are incorporated herein as though fully set forth.
2. **RENEWAL OF AGREEMENT.** The Agreement between the Parties is hereby renewed pursuant to the terms of the Agreement from the date of execution of this renewal and ending on December 31, 2023.
3. **OTHER PROVISIONS OF THE AGREEMENT TO REMAIN IN EFFECT.** All other terms and conditions of the Agreement shall remain in full force and effect.
4. **EFFECTIVE DATE.** This Renewal shall be effective on the date of its execution by the Village Manager of the Village of Oak Park.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]

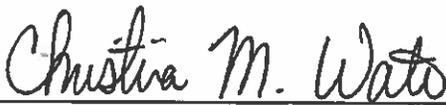
IN WITNESS WHEREOF, the parties hereto have caused this Renewal to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK


By: Kevin J. Jackson
Its: Village Manager

Dated: Feb 23, 2023

ATTEST


By: Christina M. Waters
Its: Village Clerk

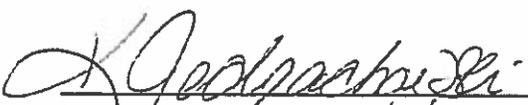
Dated: 2/27, 2023

EVEREST SNOW MANAGEMENT, INC.


By: MARK EGENMANN
Its: Account Manager

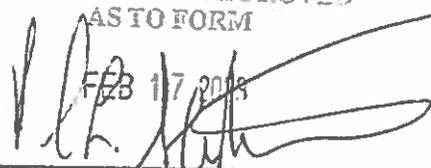
Dated: 3/13, 2023

ATTEST


By: Kristen Jedrachowski
Its: Project Manager

Dated: 3/13, 2023

REVIEWED AND APPROVED
AS TO FORM


FEB 17 2023
LAW DEPARTMENT

Jones, Grant

From: Mark Eggemann <mark.eggemann@everestteam.com>
Sent: Wednesday, January 4, 2023 10:19 AM
To: Jones, Grant
Cc: Kristen Jednachowski
Subject: Re: Tree Watering Contract

Caution! This message was sent from outside your organization.

Sorry about the delay Grant. Yes, we will only be adding the 5% next year.

On Dec 7, 2022, at 8:53 AM, Jones, Grant <GJones@oak-park.us> wrote:

Hi Mark,

I'm a few days late getting this to you. Are you planning to request a price increase to the tree watering contract in 2023? If so could you please attach a short letter with a few sentences making the request? I'd like to include it with the materials I give the board when they consider the renewal.

Below is the language from the contract.

Upon written request from the Bidder, on or before October 20 of each year of the Agreement, the cost of the services provided under the Agreement may be adjusted as follows:

The contractor shall submit a request for adjustment to the Village based upon the average of the published monthly Index (as defined below) for the period October through September for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago-Naperville-Elgin, IL-IN-WI (all items, 1982-84 = 100).

Notwithstanding anything contained in this Request for Proposals to the contrary, an annual adjustment shall not be greater than five percent (5.0%) of the previous year's cost for services provided under this Agreement in any year.

Any applicable adjustment shall take effect on January 1st.

I also included the CPI numbers for 2022. Thanks!

Grant

<Bureau of Labor Statistics Data - CPI Oct 2022.pdf>



Databases, Tables & Calculators by Subject

Change Output Options: From: 2012 To: 2022

Include graphs Include annual averages [More Formatting Options](#)

Data extracted on: October 25, 2022 (9:23:32 AM)

CPI for Urban Wage Earners and Clerical Workers (CPI-W)

Series Id: CWUR0000SA0
Not Seasonally Adjusted
Series Title: All items in U.S. city average, urban wage earners and clerical workers, not seasonally adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

Download: [XLS](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2012	223.216	224.317	226.304	227.012	226.600	226.036	225.568	227.056	228.184	227.974	226.595	225.889	225.581	226.878
2013	226.520	228.677	229.323	228.949	229.399	230.002	230.084	230.359	230.537	229.735	229.133	229.174	228.812	229.837
2014	230.040	230.871	232.560	233.443	234.216	234.702	234.525	234.030	234.170	233.229	231.551	229.909	232.639	232.902
2015	228.294	229.421	231.055	231.520	232.908	233.804	233.806	233.366	232.661	232.373	231.721	230.791	231.167	232.453
2016	231.061	230.972	232.209	233.438	234.436	235.289	234.771	234.904	235.495	235.732	235.215	235.390	232.901	235.251
2017	236.854	237.477	237.656	238.432	238.609	238.813	238.617	239.448	240.939	240.573	240.666	240.526	237.974	240.128
2018	241.919	242.988	243.463	244.607	245.770	246.196	246.155	246.336	246.565	247.038	245.933	244.786	244.157	246.136
2019	245.133	246.218	247.768	249.332	249.871	249.747	250.236	250.112	250.251	250.894	250.644	250.452	248.012	250.432
2020	251.361	251.935	251.375	249.515	249.521	251.054	252.636	253.597	254.004	254.076	253.826	254.081	250.794	253.703
2021	255.296	256.843	258.935	261.237	263.612	266.412	267.789	268.387	269.086	271.552	273.042	273.925	260.389	270.630
2022	276.296	278.943	283.176	284.575	288.022	292.542	292.219	291.629	291.854				283.926	

12-Month Percent Change

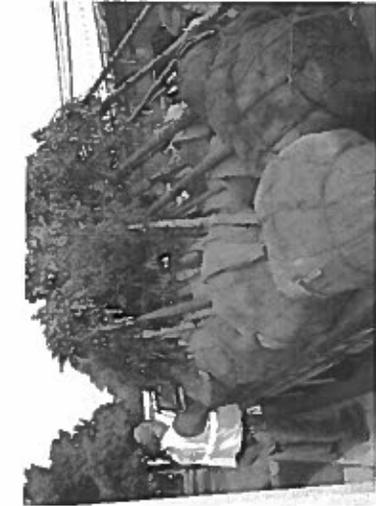
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2012	3.1	3.1	2.9	2.4	1.6	1.6	1.3	1.7	2.0	2.2	1.7	1.7	2.4	1.8
2013	1.5	1.9	1.3	0.9	1.2	1.8	2.0	1.5	1.0	0.8	1.1	1.5	1.4	1.3
2014	1.6	1.0	1.4	2.0	2.1	2.0	1.9	1.6	1.6	1.5	1.1	0.3	1.7	1.3
2015	-0.8	-0.6	-0.6	-0.8	-0.6	-0.4	-0.3	-0.3	-0.6	-0.4	0.1	0.4	-0.6	-0.2
2016	1.2	0.7	0.5	0.8	0.7	0.6	0.4	0.7	1.2	1.4	1.5	2.0	0.8	1.2
2017	2.5	2.8	2.3	2.1	1.8	1.5	1.6	1.9	2.3	2.1	2.3	2.2	2.2	2.1
2018	2.1	2.3	2.4	2.6	3.0	3.1	3.2	2.9	2.3	2.7	2.2	1.8	2.6	2.5
2019	1.3	1.3	1.8	1.9	1.7	1.4	1.7	1.5	1.5	1.6	1.9	2.3	1.6	1.7
2020	2.5	2.3	1.5	0.1	-0.1	0.5	1.0	1.4	1.5	1.3	1.3	1.4	1.1	1.3
2021	1.6	1.9	3.0	4.7	5.6	6.1	6.0	5.8	5.9	6.9	7.6	7.8	3.8	6.7
2022	8.2	8.6	9.4	8.9	9.3	9.8	9.1	8.7	8.5				9.0	

Village of Oak Park
 Capital Improvement Fund Project Sheet
 2023 - 2027

Project: Replacement of Parkway Trees Priority Code: B Category: Other/Miscellaneous



Description:
 The Village purchases and plants parkway trees annually. The Village has been a member of the Suburban Tree Consortium for several years. The consortium has approximately 40 members and this combined buying power allows member communities to direct the nurseries as to the size, species and specifications of trees to be grown and planted.

Justification:
 Primarily, trees replace those that have been removed due to disease, insect infestation, damage or safety. The recent experience of tree removal is approximately 300-500 trees per year primarily due to Dutch Elm Disease (DED) and natural senescence. Due to spacing criteria, not every tree removed creates a planting space. Currently 98% of the identified parkway planting spots are planted. In order to increase the Village's overall tree canopy cover, planting trees on private property is needed. We propose a pilot private tree planting incentive program beginning in 2025. It will partially reimburse property owners for the cost of planting a tree on their property. The initial reimbursement program will fund the planting of approximately 40 private trees.

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 This is an annual program. Miscellaneous revenue is collected each year to supplement budgeted costs. Revenue is generated from damage to public trees through law claims or construction and restitution collected for trees removed in association with development. At the funding level of \$175,000 annually, approximately 275 trees can be planted. \$60,000 of this budget will be spent on contract tree watering. \$5,000 of this budget will be spent on contract growing trees to increase tree planting diversity throughout the Village. In 2025 an additional \$10,000 is requested to fund the private tree planting reimbursement program.

Funding Sources	Account Number	Actuals		Budget		Year End Estimate		Recommended Budget				
		FY 2020	FY 2021	FY 2022	FY 2022	FY 2022	Estimate	FY 2023	FY 2024	FY 2025	FY 2027	
Aggregation Renewable Energy Fee	2310.41020.101.441485		100,000									
Parkway Tree Removal Revenues	1001.43800.741.440483	58,238	97,012	200,000	200,000	200,000	70,724	175,000	175,000	185,000	185,000	185,000
Main Capital Fund Revenues		58,238	197,012	200,000	200,000	200,000	270,724	175,000	175,000	185,000	185,000	185,000
Total:												
Expenditures												
Sustainable VOP projects	2310.41020.101.570851		100,000									
Construction	3095.43780.101.570957	58,238	97,012	200,000	200,000	200,000	270,724	175,000	175,000	185,000	185,000	185,000
Total:		58,238	197,012	200,000	200,000	200,000	270,724	175,000	175,000	185,000	185,000	185,000

FISCAL YEAR 2023 BUDGET AMENDMENT REQUEST
PRIOR YEAR CARRYOVER REQUEST

C1

Submitted by: Grant Jones
 Title: Forestry Superintendent

Account Descriptions	Budget Page #	Prior Yr. Budget From GL #	Current Yr. Budget To GL #	Prior Yr. Budget	Prior Yr. Unspent	Current Yr. Budget	Requested C/O Amount	Recommended Current Yr. Amended
Tree Replacement	→	3095.43780.101.570957 Tree Replacement CIP pg 43	3095.43780.101.570957 Tree Replacement CIP pg 37	261,157.71	46,154.49	175,000.00	46,000.00	221,000.00

Explanation Below

The Forestry Division of the Public Works Department is requesting a carryover of \$46,000.00 from the 2023 CIP Tree Replacement Fund. In September 2022, \$61,157.71 was moved into this account. This revenue was from restitution payments for public trees removed for private development.

A portion of these added funds were used in the fall 2022 to purchase and plant additional parkway trees. The remaining funds are to be used to purchase and plant additional trees in the spring of 2023. This will allow for more diversity among trees species being planted than if all the funds were spent for the fall 2022 tree planting. Remaining funds will also be used to purchase watering bags for the additional trees planted with these funds and to pay a contractor to water these additional trees during the 2023 growing season.



Village of Oak Park

Item Z 5/2/22

Approved

123 Madison Street
Oak Park, Illinois 60302
www.oak-park.us

Agenda Item Summary

File #: RES 22-108, Version: 1

Submitted By

John P. Wielebnicki, Public Works Director

Reviewed By

Click here to enter text.

Agenda Item Title

A Resolution Approving an Independent Contractor Agreement with Everest Snow Management, Inc. for Village-Wide Parkway Tree Watering Services in 2022 in an Amount Not to Exceed \$50,000.00 and Authorizing its Execution

Overview

In April of 2022 Village staff requested bids for Village wide tree watering services. Staff proposes to award the contract to the low responsive bidder, Everest Snow Management, Inc. of Hickory Hills, IL.

Recommendation

Approve the Resolution.

Fiscal Impact

The Fiscal Year 2022 Capital Improvement Fund Budget includes \$200,000.00 to perform Parkway Tree purchase, planting and watering in the Capital Improvement Fund, Replacement of Parkway Trees account no., 3095-43780-101-570957.

Of this budget amount, \$140,000.00 will be used for the purchase of trees and \$50,000.00 is proposed for the watering of the trees planted last fall and this spring. The remaining \$10,000.00 will be used to purchase watering bags and work with a local nursery to purchase, plant and grow seedlings until they are ready to be planted in the parkway.

A total of \$50,000.00 from this account is proposed to be awarded to Everest Snow Management, Inc. and should allow for the watering of approximately 360 trees planted in the late fall of 2021 and spring of 2022.

Background

The Village typically plants approximately 300 - 500 trees each year on Village right-of-way in parkway and medians. To insure a successful installation, part of the after care for these trees is watering provided by contractor for the first growing season.

The contractor who completed the work in 2021 was unable to maintain their pricing due to economic factors hence why staff had to re-bid the work for 2022.

Village staff solicited for bids in April of this year for the 2022 growing season. Only one bid was received. Everest Snow Management, Inc is the low responsive bidder for this contract. Everest Snow Management, Inc. has completed this work for the Village in the past (2017-2021). They are a quality contractor who provides excellent service.

Bid costs for watering in 2022 is \$6.50 per stop as compared to \$3.59 per stop in 2021. Due to the increase in costs, the tree watering program will run for 21 weeks in 2022 compared to 27 weeks in 2021.

This agreement would include the possibility of two optional one-year renewals.

Alternatives

The Board can delay action to gain additional information.

Previous Board Action

The Village Board has approved Independent Contractor Agreements for this type of work annually. In 2021 the Village Board approved the first renewal of the previous contract with a not to exceed amount of \$30,000.00.

Citizen Advisory Commission Action

N/A.

Anticipated Future Actions/Commitments

It is anticipated that the Public Works Department will continue to request Village Board approval for contracts for parkway tree watering services in the future.

Intergovernmental Cooperation Opportunities

None at this time.

ORIGINAL**RESOLUTION****A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT WITH EVEREST SNOW MANAGEMENT, INC. FOR VILLAGE-WIDE PARKWAY TREE WATERING SERVICES IN 2022 IN AN AMOUNT NOT TO EXCEED \$50,000.00 AND AUTHORIZING ITS EXECUTION**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers, that the Independent Contractor Agreement ("Agreement") with Everest Snow Management, Inc. for Village-wide parkway tree watering services in 2022 is approved in an amount not to exceed \$50,000.00 and the Village Manager is authorized to execute the Agreement in substantially the form attached.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 2nd day of May, 2022, pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Scaman	✓			
Trustee Buchanan	✓			
Trustee Enyia	✓			
Trustee Parakkat	✓			
Trustee Robinson	✓			
Trustee Taglia	✓			
Trustee Walker-Peddakotla	✓			

APPROVED this 2nd day of May, 2022.


Vicki Scaman, Village President

ATTEST


Christina M. Waters, Village Clerk



ORIGINAL

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter referred to as the "Contract" or "Agreement") is entered into on this 2 day of May 2022, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Everest Snow Management, Inc., an Illinois corporation (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Contractor submitted a Proposal dated April 20, 2022 to perform Parkway tree watering (hereinafter referred to as the "Work"), pursuant to the Village's Request for Bids, dated April 6, 2022, attached hereto and incorporated herein by reference; and

WHEREAS, the Contractor represented in said Proposal that it has the necessary personnel, experience, and competence to promptly complete the Work and the work required hereunder; and

WHEREAS, the Contractor's Proposal is attached hereto and incorporated herein by reference into this Agreement; and

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

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

1. **RECITALS INCORPORATED**

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

2. **SCOPE OF WORK**

The Contractor shall perform the Work in accordance with its Proposal for an annual cost not to exceed \$50,000.00 ("Contract Price"), complete the Work in accordance with any applicable manufacturers' warranties and in accordance with the Village's Request for Proposals, the Contractor's Proposal and this Contract, all of which, together shall

constitute the Contract Documents. The Contractor acknowledges that it has inspected the sites where the work is to be performed and that it is fully familiar with all of the conditions at the sites, and further that its Proposal has adequately taken into consideration all of the conditions at the sites. The Contractor hereby represents and warrants that it has the skill and experience necessary to complete the Work in a good and workmanlike manner. The Contractor further represents and warrants that the Work will be completed in a good and workmanlike manner in accordance with the Contract Documents, and that the Work will be free from defects. The Contractor shall achieve completion of all work required pursuant to the Contract Documents.

3. DESIGNATED REPRESENTATIVES

The Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Agreement. Such person shall have complete authority to transmit and receive instructions and information, interpret and define the Contractor's policies and decisions with respect to the Work governed by this Contract. The Village's Forestry Superintendent shall have complete authority to transmit and receive instructions and information, interpret and define the Village's policies and decisions with respect to the Work governed by this Contract, or such other person as designated in writing by the Village Manager.

4. TERM OF CONTRACT

The Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and shall expire on December 31, 2022. The Contractor shall invoice the Village for the Work provided pursuant to this Contract the rates set forth in its Proposal.

5. CONTRACT RENEWAL

The Village will have the right to renew the contract for two (2) additional one (1) year terms with all terms and conditions, other than price, remaining the same. The Village will allow the Bidder to increase or decrease the contract price for each annual renewal.

Upon written request from the Bidder, on or before October 20th for each year this Agreement is in effect pursuant to a renewal by the Village, the Contractor shall submit a request for adjustment to the Village based upon the average of the published monthly index as defined below ("Index") for the period October through September for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago-Naperville-Elgin, IL-IN-WI (all items, 1982-84 = 100).

Notwithstanding anything contained in this Request for Proposals to the contrary, an annual adjustment shall not be greater than five percent (5%) of the previous year's cost

for services provided under this Agreement in any year. Any applicable adjustment shall take effect on April 1st of the following year that this Agreement is in effect.

6. PAYMENT SCHEDULE

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

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

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

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

7. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the Work and is otherwise in default pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 12 below.

The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to the Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to the Contractor all amounts due for the work performed up to the date of termination.

8. DEFAULT/THE VILLAGE'S REMEDIES.

If it should appear at any time prior to payment for the Work provided pursuant to this Contract that the Contractor has failed or refused to prosecute, and is in default, or has delayed in the prosecution of, the Work to be provided pursuant to this Contract with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract, or has attempted to assign this Contract or the Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after Contractor's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(A) The Village may require Contractor, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Work that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Contractor and the Work into compliance with this Contract;

(B) The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction;

(C) The Village may terminate this Contract without liability for further payment of amounts due or to become due under this Contract except for amounts due for Services properly performed prior to termination;

(D) The Village may withhold any payment from Contractor, whether or not previously approved, or may recover from Contractor any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

(E) The Village may recover any damages suffered by the Village as a result of Contractor's Event of Default.

(F) In addition to the above, if Contractor fails to complete any required Work pursuant to this Contract, the Village shall be entitled to liquidated damages in the amount of five hundred dollars (\$500.00) per day for each day the Services remains uncompleted. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the required Work is not completed on time.

9. COMPLIANCE WITH APPLICABLE LAWS

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

10. INDEMNIFICATION

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

11. INSURANCE

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

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

(A) Commercial General Liability:

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

ii. Limits:

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

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

(B) Workers' Compensation:

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

(C) Comprehensive Automobile Liability:

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

ii. Limits:
Combined Single Limit \$1,000,000.00

(D) Umbrella:

i. Limits:
Each Occurrence/Aggregate \$ 2,000,000.00

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

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

12. GUARANTY

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

The Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

13. STANDARD OF CARE.

The Contractor shall endeavor to perform the Work pursuant to this Agreement Services with the same skill and judgment which can be reasonably expected from similarly situated contractors.

14. AFFIDAVIT OR CERTIFICATE

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

15. NOTICES

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

To the Village:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302-4272
Email: villagemanager@oak-park.us

To the Contractor:

Mark Eggemann
Everest Snow Management, Inc.
7707 W 96th Place
Hickory Hills, Illinois 60457
Email: mark.eggemann@everestteam.com

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

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

16. AUTHORITY TO EXECUTE

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

17. EFFECTIVE DATE

The effective date of this Contract reflected above and below shall be the last date of its execution by one of the parties set forth below.

18. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

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

19. INDEPENDENT CONTRACTOR

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

20. CONTRACT BOND

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

21. GOVERNING LAW AND VENUE

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

22. AMENDMENTS AND MODIFICATIONS

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

23. NON-WAIVER OF RIGHTS

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

24. CONFLICT

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

25. HEADINGS AND TITLES

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

26. COOPERATION OF THE PARTIES

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

27. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

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

28. CERTIFIED PAYROLL

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

29. EQUAL OPPORTUNITY EMPLOYER

Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein by reference.

The Contractor shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Contractor shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

In the event of the Contractor's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Contractor may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

In all solicitations or advertisements for employees placed by it on its behalf, the Contractor shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

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

VILLAGE OF OAK PARK

EVEREST SNOW MANAGEMENT, INC.


By: Kevin J. Jackson
Its: Village Manager


By: Mark Eger
Its:

Date:  2022

Date: May 5, 2022

ATTEST

ATTEST

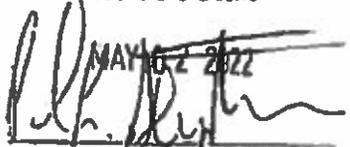

By: Christina M. Walters
Its: Village Clerk


By: Kristen Jednachowski
Its:

Date: May 5, 2022

Date: May 23, 2022

REVIEWED AND APPROVED
AS TO FORM


MAY 16 2022
LAW DEPARTMENT

Village of Oak Park
 Tree Watering Contract 22-116
 Bid Summary

	Everest Snow Management, Inc		No other companies submitted bids	
	Unit Price per Stop	Total Cost for 2022	Unit Price per Stop	Total Cost for 2020
Estimated Number of Watering Stops				
11,100 stops total over 27 weeks	\$6.50	\$72,150.00	NA	NA

From: John Banovetz <jbanovetz@hni.com>
 Subject: FW: Recent Inquiry to CNA Surety #66222459
 Date: April 20, 2022 at 2:47 PM
 To: Kristen Jednachowski <kristen@everestsnow.com>

JB

JOHN BANOVELTZ, CIC, CRM
 ACCOUNT EXECUTIVE
 p: 616.264.3015



From: UWServices2 (UWServices2@cnaSurety.com) <uwservices2@cnaSurety.com>
 Sent: Wednesday, April 20, 2022 12:39 PM
 To: John Banovetz <jbanovetz@hni.com>
 Subject: Recent Inquiry to CNA Surety #66222459

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CNA SURETY

PO Box 5177 New York, NY 10163-0177

1-800-331-8053
 Fax 1-805-335-0357
 www.cna.com
 Email: usa@cna.com

DATE: April 20, 2022	AGENT CODE: 21 IN01R
TO: HNI Risk Services of Michigan, L.L.C. 140 Monroe Center, Ste. 200 Grand Rapids, MI 49503	Fax: 616-264-3050
ATTENTION: John Banovetz	NUMBER OF PAGES: 1
FROM: Celsu Valencia, Underwriting	
RE: File #66222459 - Everest Snow Management, Inc. \$3,607.50 - Snow Removal 5% Company Code: 601 - Western Surety Company	

We received the information you submitted electronically.

We are pleased to handle your request. You can expect to receive the bond via email.

In addition, we will need a properly signed General Indemnity Agreement (GIA) before we can issue any final bonds for this contractor. Our records show we do not have a properly signed GIA in our files. We cannot accept electronic signatures on the GIA unless your agency has been approved for electronic signatures which would require a completed addendum.

If you have any questions, please contact our office.

Bid Amount: \$3,607.50
 Bid Percentage: 5%

Bid Date: 04/20/2022

IMPORTANT NOTICE AND REMINDER. Approval of the requested Bid Bond is NOT an approval of any final or other bonds that may be requested by this principal. Further, the Bid Bond approval is limited to the contract amount approved by the underwriter. If the anticipated bid exceeds this amount, you must contact the underwriter at 800-331-6053 to inquire about specific approval before filing the bid. Failure to receive approval could result in declination of any subsequent Performance and Payment bond(s) requested. Furthermore, we reserve the right to decline any bond for any reason per the terms of the General Indemnity Agreement, and shall not be liable to the principal or any person or entity for such declination.

Consider making your payment through CNA Surety ePay. Pay for your bond/policy premium online using your own credit/debit card or ACH at your convenience 24 hours a day. Simply go to onlinepay.cnasurety.com and follow the easy-to-use prompts. You can pay your bill in minutes, saving you time and money.

IMPORTANT NOTICE

The information contained in this communication may contain confidential and/or privileged information and is intended for the sole use of the intended recipient. If you are not the intended recipient, you are hereby notified that any unauthorized use, disclosure, distribution or copying of this communication is strictly prohibited and that you will be held responsible for any such unauthorized activity, including liability for any resulting damages. As appropriate, such incident(s) may also be reported to law enforcement. If you received this communication in error, please reply to the sender and destroy or delete this communication including any attachments. Thank you.

IV
BID FORM (Pricing)

The undersigned bidder agrees to all terms and conditions of the preceding specifications for Village Parkway Tree Watering and will furnish all the insurance documents and security deposits as stipulated. The unit prices listed below should be for 2022 only. Bid bond amount should be 5% of the sum of "Total Cost for 2022" amount listed below.

Estimated Number of Watering Stops	•	Price per Stop	=	Total Cost for 2022
<u>11,100 stops total over 27 weeks</u> (410 for 27 weeks)		<u>\$6.50</u>		<u>\$72,150.00</u>

Mark Eggemann
(Type Name of Individual Signing)

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

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

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

Dated: April / 19 / 2022 Everest Snow Management
Organization Name (Seal - If Corporation)

By: [Signature] 642 Forestwood Dr. Romeoville, IL 60446
Authorized Signature Address
708-237-0300
Telephone

Subscribed and sworn to before me this 19th day of April, 2022.

Careese Hutton in the State of Illinois. My Commission
Notary Public [Signature]
Expires on 10/21/2024



BID FORM CONTINUED

Complete Applicable Paragraph Below

(a) Corporation

The bidder is a corporation, which operates under the legal name of Everest Snow Management and is organized and existing under the laws of the State of Illinois. The full names of its Officers are:

President Edith Smolka

Secretary Krzysztof Smolka

Treasurer Peter Smolka

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

(b) Partnership

Names, Signatures, and Addresses of all Partners

The partnership does business under the legal name of _____, which name is registered with the office of _____ in the county of _____.

(c) Sole Proprietor

The bidder is a Sole Proprietor whose full name is _____. If the bidder is operating under a trade name,

said trade name is _____,

which name is registered with the office of _____

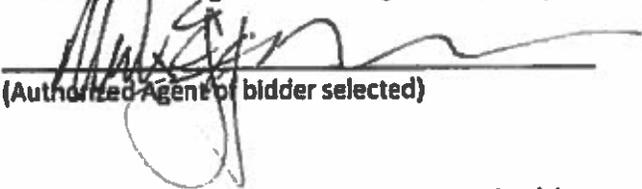
in the county of _____.

Signed: _____
Sole Proprietor

In compliance with the above, the undersigned offers and agrees, if his/her Bid is accepted within ninety (90) calendar days from date of opening, to furnish any or all of the Items upon which prices are quoted, at the price set opposite each Item, delivered at the designated point within the time specified above.

V
BIDDER CERTIFICATION

Everest Snow Mangement, as part of its Bid on an agreement for 2022 Parkway Tree Watering for the Village of Oak Park, hereby certifies that said bidder selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement.



(Authorized Agent of bidder selected)

Subscribed and sworn to before me this 19th day of April, 2022.



Notary Public's Signature

- Notary Public Seal -





LICENSE OR PERMIT BOND

Bond No.: 999185092

KNOW ALL BY THESE PRESENTS, That we, Everest Paving Hills, IL 60457 as Principal, of 7707 W 96th Place, Hickory Hills, IL 60457, and the The Ohio Casualty Insurance Company, a New Hampshire corporation, as Surety, are held and firmly bound unto City of Park City, of 3355 Belvidere Rd, Park City, IL 60085, as Obligee, in the sum of Ten Thousand Dollars And Zero Cents (\$10,000.00) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Scaled with our seals, and dated this 6th day of June, 2022.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT WHEREAS, the Principal has been or is about to be granted a license or permit to do business as Paving Contractor by the Obligee.

NOW, THEREFORE, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER:

- 1. This bond shall continue in force: [X] Until 6th day of June, 2023, or until the date of expiration of any Continuation Certificate executed by the Surety OR [] Until canceled as herein provided. 2. This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

Everest Paving By _____ Principal



The Ohio Casualty Insurance Company By Timothy A. Mikolajewski Timothy A. Mikolajewski Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company
POWER OF ATTORNEY

Principal: Everest Paving
Agency Name: J J Doorly & Associates Inc. Bond Number: 999185092
Obligee: City of Park City
Bond Amount: (\$10,000.00) Ten Thousand Dollars And Zero Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Timothy A. Mikolajewski in the city and state of Seattle, WA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By: *David M. Carey*
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY ss

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1120044
Member, Pennsylvania Association of Notaries

By: *Teresa Pastella*
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 6th day of June, 2022.



By: *Renee C. Llewellyn*
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Liberty Mutual Surety: Warrenville
27201 Bella Vista Pkwy Ste 310
Warrenville, IL 60555
(630) 393-7861 Fax: (866) 547-4877

TRANSACTION REPORT

Transaction Date: June 6, 2022		
Preparer Name: Jamie Mantia		Agency Name: J J Doorhy & Associates Inc.
Preparer Email: jamiemantia@jdoorhy.com		Agency Code: 986354
Principal: Everest Paving 7707 W 96th Place Hickory Hills, IL 60457		Obligee: City of Park City 3355 Belvidere Rd Park City, IL 60085
Principal Account: Everest Management Group		
Underwriting Information: Bond is freely written		
Bond Information:		
Bond Number: 999185092		Effective Date: June 6, 2022
Bond Amount: \$10,000.00		Expiration Date: June 6, 2023
Renewal Type: Renewable (by certificate)		Cancel Days: 30 Days
Renewal Billing Method: Direct Bill		Class Code: S906
Renewal Term (Months): 12		Underwriting Paper: The Ohio Casualty Insurance Company
Renew Automatically: Yes		Bond Rating State: Illinois
Description of Bond: Paving Contractor		
Invoiced To: Everest Paving 7707 W 96th Place Hickory Hills, IL 60457		
Renewal Billing Information: Everest Paving 7707 W 96th Place Hickory Hills, IL 60457		
Remarks:		
Premium Information:		
Bond Premium: \$50.00		
Total Premium Due: \$50.00		

This bond is a direct billed bond. It is the applicant's responsibility to ensure payment is received in full for this new business. Payment must be received within 20 days from the date this bond was issued. If payment is not received in full, this bond may be subject to cancellation. Bond(s) changes are available for your agency through <https://agents.libertymutualsurety.com>

Mall Payment To:

Liberty Mutual Insurance Company
25761 Network Place
Chicago, IL 60673-1257



Office of the Secretary of State Jesse White

ilsos.gov

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number 62492171

Entity Name EVEREST SNOW MANAGEMENT, INC.

Status
ACTIVE

Entity Information

Entity Type
CORPORATION

Type of Corp
DOMESTIC BCA

Incorporation Date (Domestic)
Monday, 28 October 2002

State
ILLINOIS

Duration Date
PERPETUAL

Agent Information

Name

PETER SMOLKA

RES 22-108_Z_050222

Address

7707 W 96TH PLACE
HICKORY HILLS, IL 60457

Change Date

Wednesday, 15 October 2008

Annual Report

Filing Date

Friday, 27 August 2021

For Year

2021

Officers

President

Name & Address

EDITH SMOLKA 642 FORESTWOOD DRIVE ROMEOVILLE, IL 60446

Secretary

Name & Address

PETER SMOLKA 642 FORESTWOOD DRIVE ROMEOVILLE, IL 60446

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)

Village of Oak Park
 Tree Watering Contract 22-116
 Bid Summary

		Everest Snow Management, Inc		No other companies submitted bids	
		Unit Price	Total Cost for 2022	Unit Price	Total Cost for 2020
Estimated Number of Watering Stops					
11,100 stops total over 27 weeks		\$6.50	\$72,150.00	NA	NA



Office of the Secretary of State Jesse White

ilsos.gov

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	62492171
Entity Name	EVEREST SNOW MANAGEMENT, INC.
Status	ACTIVE

Entity Information
Entity Type CORPORATION
Type of Corp DOMESTIC BCA
Incorporation Date (Domestic) Monday, 28 October 2002
State ILLINOIS
Duration Date PERPETUAL

Agent Information
Name

PETER SMOLKA

Address

7707 W 96TH PLACE
HICKORY HILLS , IL 60457

Change Date

Wednesday, 15 October 2008

Annual Report

Filing Date

Tuesday, 23 August 2022

For Year

2022

Officers

President

Name & Address

EDITH SMOLKA 642 FORESTWOOD DRIVE ROMEOVILLE, IL 60446

Secretary

Name & Address

PETER SMOLKA 642 FORESTWOOD DRIVE ROMEOVILLE, IL 60446

[Return to Search](#)

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[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/27/2023

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 HNI Risk Services P.O. Box 510187 New Berlin WI 53151		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: micerts@hni.com FAX (A/C, No):	
INSURED Everest Snow Management, Inc. 642 Forestwood Dr. Romeoville IL 60446		INSURER(S) AFFORDING COVERAGE INSURER A: Axis Surplus Insurance NAIC # 26620 INSURER B: Nationwide Mutual Insurance Company 25453 INSURER C: Accident Fund General Insurance Company 12304 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2292128232

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			P-001-000399296-02	09/24/2022	09/24/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ACP BAA 3100418820	09/24/2022	09/24/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			P-001-000679044-02	09/24/2022	09/24/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N		N/A	WCV6196729	09/24/2022	09/24/2023	<input checked="" type="checkbox"/> PER STATUTE <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	Inland Marine - Owned Equipment			ACP CPAA 3100418820	09/24/2022	09/24/2023	Owned Equipment \$1,341,537 Deductible \$1,000

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

Village of Oak Park is included as Additional Insured on the General Liability.

CERTIFICATE HOLDER**CANCELLATION**

Village of Oak Park 201 South Boulevard Oak Park IL 60302	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 
---	--

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES



Western Surety Company

CONTINUATION CERTIFICATE

WESTERN SURETY COMPANY

hereby continues in force Bond No. 72466597 briefly described
as Perform Parkway Tree Watering

for Everest Snow Management, Inc.

_____, as Principal,
VILLAGE OF OAK PARK, as Obligee,

in the sum of Ten Thousand and 00/100 Dollars, for the term

beginning January 1st, 2023, and ending December 31st, 2023,

subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of _____

WESTERN SURETY COMPANY

under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 14th day of April, 2023.



Everest Snow Management, Inc.

By _____

WESTERN SURETY COMPANY

By Paul T. Bruflat

Paul T. Bruflat, Vice President

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

Form F5227-9-2012

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72466597

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Paul T. Bruflat

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Everest Snow Management, Inc.

Obligee: VILLAGE OF OAK PARK

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

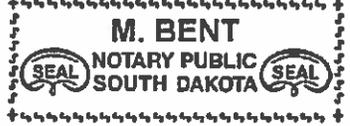
If Bond No. 72466597 is not issued on or before midnight of December 31st, 2023, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 14th day of April, 2023.



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat,
Vice President

On the 14th day of April, in the year 2023, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



M. Bent
Notary Public - South Dakota

My Commission Expires March 2, 2026

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 14th day of April, 2023.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.