



## 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<br>7707 W 96TH PLACE<br>HICKORY HILLS , IL 60457 |
| Change Date<br>Wednesday, 15 October 2008                |
|  |

|                                       |
|---------------------------------------|
| <b>Annual Report</b>                  |
| Filing Date<br>Friday, 27 August 2021 |
| For Year<br>2021                      |
|                                       |

|   |
|---|
| <b>Officers</b>   |
| President<br>Name & Address<br>EDITH SMOLKA 642 FORESTWOOD DRIVE ROMEOVILLE, IL 60446 |
| Secretary<br>Name & Address<br>PETER SMOLKA 642 FORESTWOOD DRIVE ROMEOVILLE, IL 60446 |
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[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  
Capital Improvement Fund Project Sheet  
2022 - 2026**

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.

**Current Status:**

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 400 trees can be planted. \$60,000 of this budget will be spent on contract tree watering. In 2020 this program was reduced due to the COVID-19 pandemic. The 2021 funding from this fund was also reduced due to the COVID-19 pandemic.

| Funding Sources            | Account Number        | Actuals |         | Budget  | Amended Budget | Year End Estimate | Recommended Budget |         |         |         |         |
|----------------------------|-----------------------|---------|---------|---------|----------------|-------------------|--------------------|---------|---------|---------|---------|
|                            |                       | FY 2019 | FY 2020 | FY 2021 | FY2021         | FY 2021           | FY2022             | FY 2023 | FY 2024 | FY 2025 | FY 2026 |
| Sustainability Fund        |                       |         |         | 100,000 | 100,000        | 100,000           | -                  | -       | -       | -       | -       |
| Main Capital Fund Revenues | Various               | 200,294 | 58,238  | 100,000 | 100,000        | 100,000           | 200,000            | 150,000 | 150,000 | 150,000 | 150,000 |
| Total:                     |                       | 200,294 | 58,238  | 200,000 | 200,000        | 200,000           | 200,000            | 150,000 | 150,000 | 150,000 | 150,000 |
|                            |                       |         |         |         |                |                   |                    |         |         |         |         |
| Expenditures               |                       |         |         |         |                |                   |                    |         |         |         |         |
| Sustainable VOP projects   | 2310.41020.101.570851 | -       | -       | 100,000 | 100,000        | 100,000           | -                  | -       | -       | -       | -       |
| Construction               | 3095.43780.101.570957 | 200,294 | 58,238  | 100,000 | 100,000        | 100,000           | 200,000            | 150,000 | 150,000 | 150,000 | 150,000 |
| Total:                     |                       | 200,294 | 58,238  | 200,000 | 200,000        | 200,000           | 200,000            | 150,000 | 150,000 | 150,000 | 150,000 |

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**SECTION I**  
**REQUEST FOR BIDS**  
**INSTRUCTIONS AND SPECIFICATIONS FOR:**

**Village of Oak Park 2022 Parkway Tree Watering Contract**  
**Bid Number: 22-116**  
**Issuance Date: 04/06/2022**

The Village of Oak Park will receive Bids from qualified contractors to perform parkway tree watering during the calendar year 2022 pursuant to this Request for Bids. Bids will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. local time until **2:00 p.m. on Wednesday, April 20, 2022**. Bids will be reviewed and the results of the review will be presented to the Village Board of Trustees of the Village of Oak Park.

Specifications and bid forms may be obtained at <http://www.oak-park.us/bid> or at the Public Works Center at the address listed above or by calling 708-358-5700.

The Village Board of Trustees reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid. Information is available from the Forestry Superintendent, Grant Jones at 708-358-5700 or [gjones@oak-park.us](mailto:gjones@oak-park.us).

Do not detach any portion of this document. Upon formal award to the successful Bidder, a written agreement will be executed for the Project in substantially the form attached.

**Submission of Bids**

The Bid shall be submitted on the Bid form included herewith. The Bid shall be submitted in a sealed envelope marked "BID: 22-116 Parkway Tree Watering", shall bear the return address of the bidder, and shall be addressed as follows:

TO: Grant Jones, Forestry Superintendent  
Department of Public Works  
201 South Blvd.  
Oak Park, IL 60302

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In responding to this Request for Bids the official logo of the Village of Oak Park is not to be used in any form. Use of the Village logo is strictly prohibited by law and such use could subject the proposer to disqualification.

**BID FOR:**  
**Village of Oak Park 2022 Parkway Tree Watering**  
**SECTION II**  
**BID INSTRUCTIONS, TERMS AND CONDITIONS**

**Preparation and Submission of Bid:**

All Bids must be delivered to the Public Works Center by the specific time indicated on the cover page. Bids arriving after the specified time will not be accepted. Mailed bids that are received by the Village after the specified hour will not be accepted regardless of the post-marked time on the envelope. Bids must be signed by an officer of the company who is authorized to enter into agreements on behalf of the company. Bids shall be sealed in an envelope and marked as stated on the cover page.

**Bid Bond**

The Bidder shall provide a Bid Bond in the amount of five percent (5.0%) of the total bid price. The attached form may be used or the bidder may provide cash or a certified check in the amount specified. Bid bond amounts shall be based on all proposed work where estimated amounts have been provided by the Village of Oak Park. The Bid Bonds, cash or checks will be returned once the selected bidder has entered into an Agreement for this work.

**Contract Term**

The initial contract term shall be from the date of award to December 31, 2022. The Village of Oak Park has the right to renew the contract on an annual basis for two (2) optional one year terms (January 1 to December 31). The Bidder shall begin performing the services within fourteen (14) days of a notice to proceed from the Forestry Superintendent or his designee.

**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 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.

**Notice to Proceed**

Work shall begin within fourteen (14) days from the **Notice to Proceed** from the Village's Forestry Superintendent, Grant Jones. All work shall be completed in accordance with the detailed specifications set forth herein, unless the Forestry Superintendent grants an extension.

**Recertification**

If the Village renews the contract for an additional one year term, the Bidder will provide the Village with a renewed certification in the form in Section V indicating that it continues to be eligible to contract with units of local government. If a contractor or subcontractor is not able to certify that it continues to meet all requirements, it shall provide a detailed explanation of the circumstances leading to the change in certification status.

**Award of Agreement**

The Agreement will be awarded in whole or in part to the responsible Bidder or Bidders whose bids, conforming to the request for bids, will be most advantageous to the Village; price and other factors considered.

**Costs of Preparation**

The Village will not be responsible for any expenses incurred in preparing and submitting a Bid or entering into the applicable Agreement.

**Taxes not Applicable**

The Village of Oak Park as an Illinois municipality pays neither Illinois Sales Tax nor Federal Excise Tax (State Tax Exemption Identification Number E9998-1823-06). Contractors should exclude these taxes from their prices.

**Withdrawal of Bids:**

Any Contractor may withdraw its Bid at any time prior to the time specified in the advertisement as the closing time for the receipt of Bids, by signing a request therefore. No Contractor may withdraw or cancel its Bid for a period of sixty (60) calendar days after the advertised closing time for the receipt of Bids. The successful Contractor may not withdraw or cancel its Bid after having been notified that the Bid was accepted by the Village Board of Trustees.

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**Investigation of Contractors**

The Village will make such investigations as are necessary to determine the ability of the Contractor to fulfill Bid requirements. If requested, the Contractor should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and Bids. In addition, the Contractor shall furnish the Village with any information the Village may request, and shall be prepared to show completed work of a similar nature to that included in its Bid. The Village reserves the right to visit and inspect the premises and operation of any Contractor.

**Rejection of Contractor**

The Village will reject any Bid from any person, firm or corporation that appears to be in default or arrears on any debt, agreement or the payment of any taxes. The Village will reject any Bid from a Contractor that failed to satisfactorily complete work for the Village under any previous agreement.

**Conditions**

Contractors are advised to become familiar with all conditions, instructions and specifications governing the work. Contractors shall be presumed to have investigated the work site, conditions and scope of the work before submitting a Bid.

**Compliance with Applicable Laws**

The Bidder will strictly comply with all ordinances of the Village of Oak Park and Village Code and laws of the State of Illinois.

**Governing Law**

All agreements entered into by the Village of Oak Park are governed by the laws of the State of Illinois without regard to conflicts of law. Any action brought to enforce an agreement with the Village of Oak Park must be brought in the state and federal courts located in Cook County, Illinois.

**Subletting of Agreement**

No agreement awarded by the Village of Oak Park shall be assigned or any part sub-agreement without the written consent of the Village of Oak Park or as noted in the Contractor's Bid. In no case shall such consent relieve the Contractor from its obligations or change the terms of the Agreement.

**Interpretation of Agreement Documents:**

Any Contractor with a question about this Bid may request an interpretation thereof from the Village. If the Village changes the Bid, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will mail a copy of the addendum to all prospective Contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the Contractor's responsibility to obtain all addenda issued. Contractors will provide written acknowledgment of receipt of each addendum issued with the Bid submission.

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**Minority Business and Women Business Enterprise Requirements**

The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of Contractors and subcontractors to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

**Licenses**

The Contractor shall be responsible for becoming a licensed Contractor in the Village.

**Agreement**

The selected bidder shall enter into an Agreement with the Village to complete the Project in a form substantially similar to the Agreement attached hereto. The Agreement shall be executed by the Contractor and returned, together with the Contract Bond within ten (10) calendar days after the Agreement has been mailed to the Contractor. The Contractor shall execute three copies of the Agreement. One fully executed copy will be returned to the Contractor. See Section XIII for a sample copy of the agreement.

**Contract Bond**

The successful bidder shall, within ten (10) calendar days after award of the bid, furnish a Contract Bond in the amount of ten thousand dollars (\$10,000.00) for each contract awarded. The bond shall insure faithful performance of the work, and the payment for materials, labor and of the subcontractors. The bond shall be with a surety or sureties with a rating of "A" or better by A.M. Best and Company and such sureties shall be approved by the Village. Bonds in the form of certified or cashier's check shall be made payable to the Village of Oak Park, Illinois. The Contract Bond shall be furnished in the same number of copies as the number of copies of the Agreement to be executed. See section XII for a sample copy of the Contract Bond.

**Fees and Cost**

In the event any action is brought to enforce any agreement entered into by the Village of Oak Park, or to collect any unpaid amount from the Village of Oak Park, each party bears the responsibility of paying its own attorneys' fees and costs.

**Dispute Resolution**

The Village of Oak Park does not agree to mandatory arbitration of any dispute.

**Village of Oak Park Logo or Likeness Use**

The official logo of the Village of Oak Park is not to be used in any form. Use of the Village logo is strictly prohibited by law and such use could subject the proposer to disqualification or termination of contract.

**Living Wage/Minimum Wage**

See Section XIII – Agreement.

**Hold Harmless**

See Section XIII - Agreement.

**Insurance**

See Section XIII - Agreement.

**Termination of Agreement**

See Section XIII - Agreement.



### **III**

#### **GENERAL SPECIFICATIONS**

##### **Scope of Work**

The Village is seeking Bids from qualified contractors for watering of newly planted trees planted on village owned property across the Village. All trees must be watered once a week throughout the life of the contract. The successful bidder will have the necessary truck(s) with tank(s) and labor capacity to water all trees on the supplied list(s) during the specified growing season.

##### **Responsibility of Contractor**

The selected contractor shall furnish all labor, supervision, tools, equipment, materials and supplies, and other means necessary for performing and completing the work, and shall obtain and pay for any required permits.

##### **Extent of Services**

Contract season is weather dependent but expected to run from April 1<sup>st</sup> through November 30<sup>th</sup> (7 months). The Village reserves the right to award the contract to the lowest responsible bidder. Parkway tree watering will begin in April for trees planted during the preceding Fall planting season (approximately 160 trees). Additional trees will be planted in May of the contract year and added to the watering list as quickly as possible after planting (additional approximate 250 trees).

##### **Detail Specifications**

###### **1. Location of Parkway Tree Watering Work**

The location of the work is known as: PUBLIC RIGHT-OF-WAY within the Village of Oak Park, Illinois, on right-of-way or on property furnished by the owner. All parkway tree watering work is to be done in accordance with the enclosed specifications.

###### **2. Commencement of Work**

The Bidder shall commence work as weather allows within 5 business days after receiving the first list of parkway trees for watering on or around May 5<sup>th</sup>. Work in all areas will then continue through the contract season until November 30<sup>th</sup> unless the Forestry Superintendent or his designee grants an extension or identifies an early termination date.

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###### **3. Reporting**

The Bidder is responsible for keeping the Village updated on its work on a weekly basis. The Bidder will be required to provide the Village via email or in person a written weekly report identifying the employee, the date and time each site was visited during the week, and any damaged or defective bags or tree health issues. These reports are due before the close of business the following Monday. Village staff will be spot checking locations each week. **Sites found to be neglected or missed during their weekly rotation will be deducted from the month bill amount.**

**If the Village fails to receive a weekly report by the deadline the Village may withhold payment for the week's work.**

**4. Equipment**

The Bidder must have a minimum of two (2) 500 gallon truck or trailer-mounted capacity tanks, (2) 1000 gallon capacity tanks preferred. Pump acceptable but not necessary. Sufficient hose to reach trees on parkways, around parked cars or other obstructions, 30' minimum.

Watering trucks or trailers shall be equipped with functional hazard warning lights and a triangular red and orange slow-moving vehicle emblem meeting Illinois DOT specifications. All employees shall wear IDOT approved high-visibility safety vests or T-shirts.

**5. Watering Procedure**

The contractor shall water all parkway trees provided on lists by the Village of Oak Park once a week. Additional watering may be required by the Village during drought or exceptionally hot weather. Water shall be provided by the Village at no cost for this contract, but all water must be metered.

The contractor shall obtain water by filling their truck or trailer-mounted tank at the Public Works Facility filling station located outside the Public Works Facility, 201 South Boulevard, where a permanently installed 2-inch water meter and backflow prevention device is located. **Filling of water tanks at other locations in town shall not be permitted.**

Thoroughly wet (approximately 10 gallons) planting area within existing mulch tree ring, fill installed watering bags to full capacity, then re-wet tree planting area / mulch ring at each of the listed locations (additional approximate 10 gallons), and proceed to the next listed location. The Village will provide a list of trees to be watered, and an unmarked map to facilitate routing. The Village is not responsible for routing the work for the contractor.

**6. Billing**

Billing will be based on a per visit basis for watering from a water truck. Trees requiring watering are fall 2021 and spring 2022 plantings, are a maximum 3" in diameter, with one (1) 20-gallon watering bags already installed. If bags are filled at the time of watering, note on provided list and continue to the next location.

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**7. Property Damage**

The Bidder shall take great care to avoid damaging adjacent landscaping (trees, shrubs, turf, etc.). Bidder shall be held responsible for all damage to property including, but not limited to, existing landscaping including turf, planters, bicycle racks, litter containers, light and traffic signal poles, parking meters, fire hydrants,

curbs, vehicles, buildings and structures, etc. All damage will be the responsibility of the Bidder to repair to its original condition and to the satisfaction of the Village.

**8. Idling of Equipment**

The Department of Public Works has a "No Idling" policy. A copy of the policy is available from the Department of Public Works if needed. The bidder is expected to adhere to this policy as they are an extension of the Public Works Department staff.

**9. Periodic Inspection**

Upon Request the contractor must provide the location of crews working within the village. The Forestry Superintendent or his representative will periodically inspect the work and will always be available should any problems arise. The Forestry Supervisor or Superintendent can be contacted at 708-358-5700.

**10. Obstruction of Streets and Rights-of-Way**

The bidder shall arrange to keep sidewalks open for traffic when possible, and to block portions of the streets only when deemed necessary to protect private property.

**11. Accident Prevention**

The bidder shall exercise every precaution at all times for the protection of the persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. Any practice obviously hazardous in the opinion of the Forestry Superintendent or authorized representative shall be immediately discontinued by the bidder upon their receipt of instructions from the Forestry Superintendent, or authorized representative, to discontinue such practice.

The bidder shall abide by all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations.

**12. Motorized Equipment**

Under no circumstances shall any motorized equipment be permitted to be driven on the private property or driveways without prior authorization from the resident and the Forestry Superintendent while performing work under the provisions of this contract. Plywood or other support or protection must be placed on the parkway and/or private property prior to operating or parking vehicles or equipment on or over such property or other support or protection must be placed on the private property prior to operating or parking vehicles or equipment on or over private property.

**13. Parking**

No off-street parking for equipment shall be provided for by the Village of Oak Park on any of the Village's public properties except as may be designated by the Forestry Supervisor or Superintendent.

#### **Licenses and Permits**

The Contractor shall be responsible for becoming a licensed Contractor with the Village. The Village will issue any necessary permits for this work at no fee.

#### **Alterations, Omissions and Extra Work**

The Village of Oak Park reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

#### **Method of Payment**

The Village of Oak Park will pay monthly, all undisputed of invoices within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS505/4. The maximum interest rate for any payment not made within 30 days of approval is 1%.

#### **Change Orders**

Change Orders: Changes in the Work may be agreed to after execution of the Agreement, and without invalidating the Agreement, if the Change Order is in writing and signed. Any changes to the scope of work which result in an increase in the agreement price will be subject to an agreement addendum which must be signed by both parties. Any such Change Order will be prepared by the Village. The Contractor may only proceed with the Change upon receipt of the written Change Order signed by the Village.

Emergency Changes: Contractor may perform work not included in the Scope of Work if necessary to remedy a condition that poses an immediate threat to persons or property. Work of this nature shall be carried out only to the extent of bringing the condition under control. The Village shall be notified immediately. A Change Order will then be negotiated and executed for the work performed, and for work remaining, if any.

Minor Changes (Field Orders): The Village may verbally authorize minor changes in the Scope of Work in order to prevent a delay in the progression of the Work. These field orders may not involve a change in the agreement price or be inconsistent with the Scope of Work.

Changes Due to Unknown Conditions: The Contractor is not responsible for Changes in the Work that are due to conditions that were not reasonably observable or conditions that have changed. In such cases, the Contractor shall notify the Village and a Change Order will be negotiated.

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#### **Correction of Work Prior To Final Payment**

The Village has the right to stop work if the Contractor fails to carry out the work in a manner acceptable to the Village. If the Village deems the Contractor's work unacceptable, at the Village's election, the Contractor shall do one of the following:

1. Promptly repair or replace the defective work, without expense to the Village, including costs associated with repairing any damage to property caused by the replacement work; or;

2. If the Village deems it unacceptable to have the Contractor correct work which has been incorrectly done, a deduction from the agreement price shall be made based on the costs to the Village to have the work repaired. Such a deduction from the agreement price shall in no way affect the Village's other remedies or relieve the Contractor from responsibility for defects and related damage occurring as a result of defective or unacceptable work.

#### **Bidder's Representative**

The bidder shall have at all times a competent foreman or superintendent on the job that shall have full authority to act for the bidder, and to receive and execute orders from the Director of Public Works or appointed representative. Any instructions given to such superintendent or person executing work for the bidder shall be binding on the bidder as though given to him personally. Bidder's representative must be proficient in the use and interpretation of the English language.

#### **Workers**

The bidders shall employ competent laborers and shall replace, at the request of the Director of Public Works any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required. Inappropriate behavior or examples of unproductive work effort will not be tolerated. The Village has the right to require a bidder's employee to be immediately removed from the work crew if the above behavior is exhibited.

#### **Time of Work**

Bidder shall only work on weekdays, (Monday through Friday), from 7:30 a.m. to 4:30 p.m. No work will be allowed on weekends or on legal holidays as recognized by the Village of Oak Park, except as authorized by the Director of Public Works.

#### **Dispute Resolution**

All disputes, including collection disputes, shall be brought in the Circuit Court of Cook County, Illinois. This agreement shall be interpreted in accordance with the laws of the State of Illinois. In any dispute resolution process, each party shall bear its own costs, including attorney's fees. Any purported agreement between the parties that states terms contrary to this paragraph M will be deemed per se invalid.

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#### **Reporting Requirements**

The following forms must be completed in their entirety, notarized and included as part of the Bid document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your Bid.

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@everestteam.com



**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

This e-mail message, including any attachments and appended messages, is for the sole use of the intended recipients and may contain confidential and legally privileged information.

If you are not the intended recipient, any review, dissemination, distribution, copying, storage or other use of all or any portion of this message is strictly prohibited.

If you received this message in error, please immediately notify the sender by reply e-mail and delete this message in its entirety.

**CNA SURETY**

PO Box 5177 Dearborn, MI 48117-5177

1-800-331-6053

Fax 1-405-335-0357

[www.cnaSurety.com](http://www.cnaSurety.com)

Email: [uwservices@cnaSurety.com](mailto:uwservices@cnaSurety.com)

|  |                            |
|--|----------------------------|
| <b>DATE:</b> April 20, 2022  | <b>AGENT CODE:</b> 2118018 |
| <b>TO:</b> H N I Risk Services of<br>Michigan, L L C<br>140 Monroe Center, Ste. 200<br>Grand Rapids, MI 49503                              | <b>Fax:</b> 616-264-3050   |
| <b>ATTENTION:</b> John Banovetz  | <b>NUMBER OF PAGES:</b> 1  |
| <b>FROM:</b> Celso Valencia, Underwriting  |                            |
| <b>RE:</b> File #66222459 - Everest Snow Management, Inc.<br>\$3,607.50 - Snow Removal<br>5%<br>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

**Rid 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](https://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><br><u>(410 for 27 weeks)</u> | * | <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]  
Authorized Signature  
708-237-0300  
Telephone

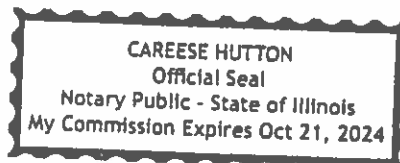
642 Forestwood Dr. Romeoville, IL 60446

Address

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 \_\_\_\_\_.

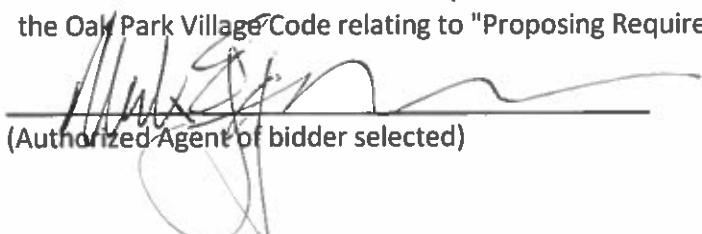
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Signed: \_\_\_\_\_  
Sole Proprietor

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 -



**MUNICIPAL QUALIFICATION REFERENCE SHEET**

Bidders shall furnish a minimum of four (4) references from projects similar in scope within the last two (2) years.

|                            |                     |
|----------------------------|---------------------|
| <b><u>MUNICIPALITY</u></b> | Village of Oak Park |
| <b><u>ADDRESS</u></b>      | 201 South Blvd.     |
|                            | Oak Park, IL 60302  |
| <b><u>CONTACT</u></b>      | Grant Jones         |
| <b><u>PHONE</u></b>        | 708-237-0300        |
| <b><u>WORK</u></b>         |                     |
| <b><u>PERFORMED</u></b>    | Watering of Trees   |

|                            |   |
|----------------------------|---|
| <b><u>MUNICIPALITY</u></b> | ***Can provide work references for the company. However, for over 2 years   |
| <b><u>ADDRESS</u></b>      | we have exclusivly desginated all watering trucks for the sole use and availability<br>for the Village of Oak Park. We will continue the sole use of watering |
| <b><u>CONTACT</u></b>      | trucks and equipment upon awarded Bid.  |
| <b><u>PHONE</u></b>        |   |
| <b><u>WORK</u></b>         |   |
| <b><u>PERFORMED</u></b>    |   |

|                            |  |
|----------------------------|--|
| <b><u>MUNICIPALITY</u></b> |  |
| <b><u>ADDRESS</u></b>      |  |
|                            |  |
| <b><u>CONTACT</u></b>      |  |
| <b><u>PHONE</u></b>        |  |
| <b><u>WORK</u></b>         |  |
| <b><u>PERFORMED</u></b>    |  |

---

|                            |  |
|----------------------------|--|
| <b><u>MUNICIPALITY</u></b> |  |
| <b><u>ADDRESS</u></b>      |  |
|                            |  |
| <b><u>CONTACT</u></b>      |  |
| <b><u>PHONE</u></b>        |  |
| <b><u>WORK</u></b>         |  |
| <b><u>PERFORMED</u></b>    |  |

V  
**BIDDER CERTIFICATION**

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(Authorized Agent of bidder selected)

Subscribed and sworn to before me this 19<sup>th</sup> day of April, 2022.

  
Notary Public's Signature

- Notary Public Seal -

CAREESE HUTTON  
Official Seal  
Notary Public - State of Illinois  
My Commission Expires Oct 21, 2024

VI  
**TAX COMPLIANCE AFFIDAVIT**

Mark Eggemann, being first duly sworn, deposes and says:



that he/she is Authorized Agent, Sales Manager of  
(partner, officer, owner, etc.)

Everest Snow Management

(bidder selected)

The individual or entity making the foregoing Bid or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the Bid or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

By:  
Its:

(name of bidder if the bidder is an individual)  
(name of partner if the bidder is a partnership)  
(name of officer if the bidder is a corporation)

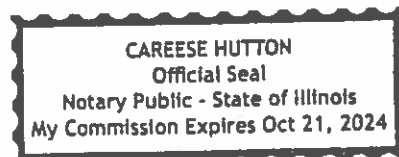
The above statement must be subscribed and sworn to before a notary public.

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



Notary Public's Signature

- Notary Public Seal -



**VII**  
**ORGANIZATION OF BIDDING FIRM**

Please fill out the applicable section:

**A. Corporation:**

The Contractor is a corporation, legally named Everest Snow Management and is organized and existing in good standing under the laws of the State of Illinois. The full names of its Officers are:

President Edith Smolka

Secretary Krzysztof Smolka

Treasurer Peter Smolka

Registered Agent Name and Address: Mark Eggemann, 642 Forestwood Dr., Romeoville, IL 60446

The corporation has 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. Sole Proprietor:**

The Contractor is a Sole Proprietor. If the Contractor does business under an Assumed Name, the Assumed Name is \_\_\_\_\_, which is registered with the Cook County Clerk. The Contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

**C. Partnership:**

The Contractor is a Partnership which operates under the name \_\_\_\_\_

The following are the names, addresses and signatures of all partners:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

(Attach additional sheets if necessary.) If so, check here \_\_\_\_\_.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

**D. Affiliates:** The name and address of any affiliated entity of the business, including a description of the affiliation: \_\_\_\_\_

\_\_\_\_\_

Signature of Owner

**SECTION IX**  
**COMPLIANCE AFFIDAVIT**

I, Mark Eggemann, (Print Name) being first duly sworn on oath depose and state:

1. I am the (title) Authorized Agent of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. I have examined and carefully prepared this Bid based on the request and have verified the facts contained in the Bid in detail before submitting it;
3. The Proposing Firm is organized as indicated above on the form entitled "Organization of Proposing Firm."
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing Firm nor its affiliates<sup>1</sup> are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Bid rigging and Bid rotating, or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Proposing Firm nor its affiliates is barred from agreementing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the Contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: \_\_\_\_\_

Name and address of Business: Everest Snow Management 642 Forestwood Dr., Romeoville, IL 60446

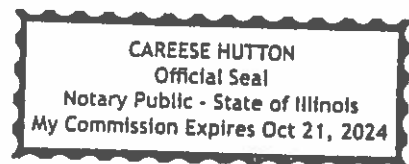
Telephone 708-237-0300

E-Mail mark.eggemann@everestteam.com

Subscribed to and sworn before me this 19<sup>th</sup> day of April, 2022.

C. Hutton  
Notary Public

- Notary Public Seal -



<sup>1</sup> Affiliates means: (i) any subsidiary or parent of the agreementing business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreementing business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the agreementing business entity.

**SECTION X**  
**M/W/DBE STATUS AND EEO REPORT**

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

1. Contractor Name: Everest Snow Management
2. Check here if your firm is:
- ☐ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
  - ☒ Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
  - ☐ Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
  - ☐ None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?
- 17                      Number of full-time employees
- 40                      Number of part-time employees
4. Similar information will be requested of all subcontractors working on this agreement. Forms will be furnished to the lowest responsible Contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: \_\_\_\_\_

Date: 4.19.22





WWW.NWBOC.ORG

RCW22404

CERTIFICATION NUMBER

10/14/24

EXPIRATION DATE

Certifies that:

## Everest Snow Management, Inc.

has successfully met the requirements of the NWBOC national certification program for certification as a woman-owned and woman-controlled business.

The identified business has qualified as an eligible Woman Business Enterprise (WBE) as set forth in NWBOC standards and procedures.

PHYLLIS HILL SLATER  
Board Chair, NWBOC

561790

NAICS Code(s)

10/15/21

Date

WWW.NWBOC.ORG

INFO @ NWBOC.ORG | 800-794-6140 | 1101 East Cumberland Ave, Suite #301, Tampa, Florida 33602

**SECTION XI**  
**NO BID EXPLANATION**

If your firm does not wish to propose on the attached specifications, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a Bid.

**Bid Name: Project No. 22-116; Village of Oak Park Village 2022 Parkway Tree Watering**

Comments:

N/A

Signed: N/A

Phone: \_\_\_\_\_

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# EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. An incomplete form will disqualify your Bid. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

An EEO-1 Report may be submitted in lieu of this report.

Contractor Name Everest Snow Management

Total Employees 221

| Job Categories       | Total Employees | Total Males | Total Females | Males |          |                                  |                          | Females |          |                                  |                          | Total Minorities |
|----------------------|-----------------|-------------|---------------|-------|----------|----------------------------------|--------------------------|---------|----------|----------------------------------|--------------------------|------------------|
|                      |                 |             |               | Black | Hispanic | American Indian & Alaskan Native | Asian & Pacific Islander | Black   | Hispanic | American Indian & Alaskan Native | Asian & Pacific Islander |                  |
| Officials & Managers | 3               | 2           | 1             |       |          |                                  |                          |         |          |                                  |                          |                  |
| Professionals        | 3               | 3           |               |       | 1        |                                  |                          |         |          |                                  |                          | 1                |
| Technicians          |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| Sales Workers        | 2               | 1           | 1             |       |          |                                  |                          |         |          |                                  |                          |                  |
| Office & Clerical    | 5               | 1           | 4             |       |          |                                  |                          |         |          |                                  |                          |                  |
| Semi-Skilled         |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| Laborers             | 7               | 7           |               |       | 2        |                                  |                          |         |          |                                  |                          | 2                |
| Service Workers      |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| TOTAL                |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| Management           |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| Trainees             |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| Apprentices          |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |

This completed and notarized report must accompany your Bid. It should be attached to your Affidavit of Compliance. Failure to include it with your Bid will be disqualify you from consideration.

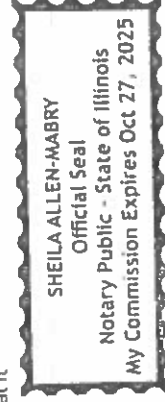
Mark Engelmann, being first duly sworn, deposes and says that he/she is the Account Manager  
(Name of Person Making Affidavit) (Title or Officer)

of Everest and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this 20 day of April, 2022

4/20/2022  
(Date)

(Signature)



From: **Edyta Smolka** edyta@everestsnow.com  
Subject: **Oak Park Watering Bid**  
Date: April 19, 2022 at 3:54 PM  
To: **Kristen Jednachowski** kristen@everestteam.com  
Cc: **Mark Eggemann** mark.eggemann@everestteam.com



Hi Kristen,

I authorize Mark Eggemann to sign the watering bid for the village of Oak Park on behalf of Everest Snow Management, Inc.

Thanks  
Edyta Smolka



**Edyta Smolka**  
Co-Founder



**Everest  
Snow**



**Everest  
Paving**

642 Forestwood Dr  
Romeoville, IL 60446  
p 708-237-0300 m 630-926-7679  
w EverestSnow.com EverestPaving.com  
e edyta@everestsnow.com



**XII**  
**CONTRACT BOND**  
**(For Reference – Do Not Fill Out)**

**Contract Bond**

\_\_\_\_\_, as PRINCIPAL, and  
\_\_\_\_\_, as SURETY, are held and firmly bound unto the  
Village of Oak Park (hereafter referred to as "Village") in the penal sum of  
\_\_\_\_\_, well and truly to be paid to the  
Village, for the payment of which its heirs, executors, administrators, successors and assigns,  
are bound jointly to pay to the Village under the conditions of this instrument.

**WHEREAS,** THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction of work, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and has further agreed that this bond will inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

**NOW THEREFORE,** if the Principal shall well and truly perform the work in accordance with the terms of the contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in the contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the work shall have been accepted, and shall save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect

**CONTRACT BOND CONTINUED**

whatever; and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation will be void; otherwise it will remain in full force and effect.

**IN WITNESS WHEREOF**, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**NAME OF PRINCIPAL**

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

By: \_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Title

Subscribed to and Sworn before me on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

**NAME OF SURETY**

By: \_\_\_\_\_  
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public