

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Contract") is entered into on this day of March, 2017, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the "Village"), and Everest Snow Management, Inc., an Illinois corporation (hereafter the "Contractor").

WHEREAS, Contractor submitted a Proposal dated February 17, 2017, a copy of which is attached hereto and incorporated herein by reference, to provide tree watering (hereinafter referred to as the "Work") for the Village Parkway Tree Watering Program (hereinafter referred to as the "Project") pursuant to the Village's Request for Proposals dated February 1, 2017, incorporated herein by reference as though fully set forth; and

WHEREAS, the Contractor represented in said Proposal that it has the necessary personnel, experience, and competence to promptly complete the Project and the Work required hereunder (hereinafter referred to as the "Work"); and

WHEREAS, 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 for the Project in accordance with its Proposal for a price not to exceed a total cost of \$50,000.00 ("Contract Price"). The Contractor shall complete the Work in accordance with any applicable manufacturers' warranties and in accordance with its Proposal, the Village's Request for Proposals, and this Contract, all of which together shall constitute the "Contract Documents." The Contractor acknowledges that it has inspected the site(s) where the Work is to be performed and that it is fully familiar with all of the conditions at the site(s), 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 in accordance with the Contract Documents, and that the Work shall be free from defects. Contractor shall achieve completion of all work required pursuant to the Contract Documents by December 31, 2017 ("Contract Time"). The Contract Time is of the essence. In the event the Contractor fails to complete the Work on or before said date, the Village shall be entitled to liquidated damages in the amount of \$500.00 per day for each day the Work remains uncompleted beyond the completion date set forth above. 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 Work is not completed on time. The Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site(s).

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 Contract who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Contractor and with the effect of binding Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of the Contractor as having been properly and legally given by Contractor. The Contractor shall have the right to change its designated representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

The Village's Forestry Superintendent shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Contract. The Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village. The Village shall have the right to change its authorized representative by providing the Contractor with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

4. TERM OF CONTRACT

The Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and ending on the date that the Work is completed as determined by the Village. The Contractor shall invoice the Village for the Work provided pursuant to this Contract at the rates set forth in its Proposal. The term of this

Contract may be extended in writing for additional periods of time pursuant to the consent of the parties.

5. 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) The Contractor's sworn statement;
- (ii) The 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 Contractor has fully performed the work and the work has been approved by the Village and submission of required waivers and paperwork by the 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 the 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.

6. **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 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 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.

7. 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.

8. 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 copyrightprotected 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 would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village, 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.

9. 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, 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

\$5,000,000.00

(E) The Village, its officers, officials, 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, officials, employees, agents, and volunteers.

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

10. GUARANTY

The Contractor warrants and guarantees that its Work provided for the Project to be performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, 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.

11. AFFIDAVIT OR CERTIFICATE

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

12. 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, by personal service, or by email or facsimile 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:	To the Contractor:
Village Manager	David Cook
Village of Oak Park	Everest Snow Management, Inc.
123 Madison St.	7707 W. 96 th Pl.
Oak Park, Illinois 60302-4272	Hickory Hills, IL 60457
708-358-5770	708-237-0300
Email: villagemanager@oak-park.us	Email: david.cook@everestsnow.com
Fax: 708-358-5101	Fax: 708-237-1300

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 facsimile or 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 facsimile or email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

13. AUTHORITY TO EXECUTE

The individuals executing this Contract on behalf of 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.

14. EFFECTIVE DATE

The effective date of this Contract as reflected above and below shall be the date that the Village Manager executes this Contract on behalf of the Village.

15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract between 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.

16. INDEPENDENT CONTRACTOR

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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. COOPERATION OF THE PARTIES

The Village and 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 responsive documents to the Village pursuant to a FOIA request at no cost to the Village.

23. 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.

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

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

VILLAGE OF OAK PARK

Cara Pavlicek By:

lts: Village Manager

_, 2017 Date:

EVEREST SNOW MANAGEMENT, INC.

(and BY: DANID Cook

Its: ons min

Date: <u>4.27</u>, 2017

ATTEST

By: Teresa Powell

Its: Village Clerk

Date: 4/20, 2017

ATTEST

By:	
lts:	

Date: _____, 2017

REVIEWED AND APPROVED AS TO FORM LAW DEPAR



RESOLUTION

A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT WITH EVEREST SNOW MANAGEMENT, INC. IN AN AMOUNT NOT TO EXCEED \$50,000.00 FOR THE 2017 PARKWAY TREE WATERING PROGRAM 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. of Hickory Hills, Illinois, for fiscal year 2017 parkway tree watering is approved pursuant to the terms of the Agreement 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 17th day of April, 2017, pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Abu-Taleb	X			
Trustee Barber	Х			
Trustee Brewer	X			
Trustee Button Ott	X			
Trustee Lueck	X			
Trustee Taglia	X			
Trustee Tucker	3			X

APPROVED this 17th day of April, 2017.

Anan Abu-Taleb, Village President

ATTEST

Teresa Powell, Village Clerk

Village of Oak Park Tree Watering Contract 17-109 Bid Summary											
		Alva	rez, Inc.	Brancato	Landscaping Inc.	Comple	ete Landscaping	Everest M	anagement Group	McAd	lam Landscape
		Unit Price	Total Cost for	Unit Price		Unit Price		Unit Price		Unit Price	
Estimated Number of Watering	g Stops	per Stop	2017	per Stop	Total Cost for 2017	per Stop	Total Cost for 2017	per Stop	Total Cost for 2017	per Stop	Total Cost for 2017
(500 Stops per Week*31 Weeks)	15,500 Stops	\$3.71	\$57,505.00	\$7.00	\$108,500.00	\$14.00	\$217,000.00	\$3.50	\$54,250.00	\$4.45	\$68,975.00
Alternatibe Bid Price (1000 Stops per Week) \$3.61 \$111,910.00 \$6.50 \$201,500.00 \$14.00 \$434,000.00 \$3.50 \$108,500.00 \$4.45 \$137,950.00								\$137,950.00			



February 17, 2017

Mr. Rob Sproule,

For over 20 years, Everest Snow Management has been a leader in the snow and ice management industry. During that period of time, our company has always been evolving and growing. We started out as a landscape and snow removal provider, then switched and just focused on snow. Our snow only focus has led us to making significant investments in purchasing the best equipment to allow for the quality of service throughout the winter season. Our investments have not only been in equipment, but in the training and overall development of employees throughout the company that supports our efforts year round.

As we move forward with our growth strategy, we are proud to introduce the Everest Management Group! Everest Management Group now has the capability to handle your snow and ice services, landscaping and seal coating needs, all within one company!

You can now receive the same quality of service that you have come to enjoy during the winter season in the summer season as well. Everest Snow Management has made tremendous strides in building our systems and processes and we are excited to bring those same systems and processes once again to landscaping, and also to seal coating.

We are looking forward to working together as Everest Management Group!!

Chris Carter

Vice President Everest Snow Management, Inc.



7707 W. 96th Place Hickory Hills, IL 60457

www.everestsnow.com

Phone: (708) 237-0300 Fax: (708) 237-1300

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 2017 only. Bid bond amount should be 10% of the sum of "Total Cost for 2017" amount listed below.

Estimated Number of Watering Stops		Price per Stop		Total Cost for 2017
(500 stops per week * 31 Weeks) 15,500 stops	*	\$3,50	=	\$54,250

Alternate Bid Price

Please provide a price per visit for watering stops if the Village chose to increase the watering rate to 1000 stops per week.

Price per Stop

HOUS CARE

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.

17/2017 Dated: By:

Creaning (Seal - If Corporation) 7707 W962 Place Hikon Hills, IL 60457

Authorized Signature

108-237-0300

Telephone

Subscribed and sworn to before me this 1744 day of <u>Febrary</u> 2017. <u>*Incelled Stellu*</u> in the State of <u>IU</u>. My Commission Notary Public

Expires on OSIDI 2020

"OFFICIAL SEAL" **IZABELA SLOTA** Notary Public - State of Illinois My Commission Expires August 01, 2020

<u>V</u> BIDDER CERTIFICATION

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 17^{H} day of <u>February</u>, 2017.

hald Slahr

Notary Public's Signature

- Notary Public Seal -

"OFFICIAL SEAL" **IZABELA SLOTA** Notary Public - State of Illinois My Commission Expires August 01, 2020

<u>VI</u> TAX COMPLIANCE AFFIDAVIT

		, being first duly sworn, deposes and	
says:			
	$\hat{\mathbf{C}}$		
that he/she is	CHAIS CARLER		of
	(partner, officer, owner, etc.)		-
Evenes	Snow Managerent		
	(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.

Bv: resizet

(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 _

Notary Public's Signature

17 day of Februm 2017.

- Notary Public Seal -"OFFICIAL SEAL" IZABELA SLOTA Notary Public - State of Illinois My Commission Expires August 01, 2020

VII **ORGANIZATION OF BIDDING FIRM**

Please fill out the applicable section:

A. Corporation:

The Contractor is a corporation, legally named \underline{CV} (lest Show Management The and is organized and existing in good standing under the laws of the State of \underline{T} (in or S). The full names of its
Officers are:
President ENTA Smolla
secretary Krzisztof Smolka
Treasurer PEter Smolka
Registered Agent Name and Address: Peter Smorka-7707 w 96th Place Hickory Hills IL
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

BID FORM CONTINUED

Complete Applicable Paragraph Below

(a) <u>Corporation</u>

The bidder is a corporation, which operates under the legal name of

The full names of its Officers are:	
President Elita Smolka	
secretary Krzysztofsmolha	
Treasurer PEter SMOIKON	
The corporation does have a corporate seal. (In the event that this Bid is executed by a p other than the President, attach hereto a certified copy of that section of Corporate By-L other authorization by the Corporation that permits the person to execute the offer for t corporation.)	aws or
<u>Partnership</u>	
Partnership Names, Signatures, and Addresses of all Partners	
Names, Signatures, and Addresses of all Partners	
Names, Signatures, and Addresses of all Partners The partnership does business under the legal name of, which r	
Names, Signatures, and Addresses of all Partners The partnership does business under the legal name of, which r	
Names, Signatures, and Addresses of all Partners	
Names, Signatures, and Addresses of all Partners	
Names, Signatures, and Addresses of all Partners	

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.

8	SECTION VII
	BID BOND
Dak Park	

WE EVEREST Snow MANazim

as PRINCIPAL, and Vice Vession

as SURETY, are held and firmly bound unto the Village of Oak Park, Illinois (hereafter referred to as "VOP") in the penal sum of Ten Percent (10%) of the total bid price, as specified in the invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the VOP this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written bid to the VOP acting through its awarding authority for the completion of the work designated as the above section.

THERFORE if the bid is accepted and an agreement awarded to the PRINCIPAL by the VOP for the above-designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal agreement, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in Specifications then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the VOP determines the PRINCIPAL has failed to enter into a formal agreement in compliance with any requirements set forth in the preceding paragraph, then the VOP acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this ______ day of

- tebruap	_A.D. 2017.		
PRINCIPAL	Everest Snow Mangent		
(Company Name)		(Company Name)	<u>n,</u>
By ball of p	Vicetossint By:		
(Signature & Title)		(Signature & Title)	

(If PRINCIPAL is a joint venture of two or more Contractors, the company names, and authorized signatures of each Contractor must be affixed)

BID BOND CONTINUED

Subscribed to and Sworn before me on the

day of barry , 2017.

"OFFICIAL SEAL" IZABELA SLOTA Notary Public - State of Illinois My Commission Expires August 01, 2020

Notary Public

NAME OF SURETY

Ву: _____

Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the

_____ day of _____, 2017.

Notary Public

BID BOND (Percentage)

Bond No. 63083490

KNOW ALL PERSONS BY THESE PRESENTS, That we Everest Snow Management, Inc. of 7707 E 96th Place, Hickory Hills, IL 60457

_____, hereinafter referred to as the Principal, and

WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto <u>Village of Oak Park</u>

XXX __

_____, hereinafter referred to as the Obligee, in the amount of

Ten Percent of the Amount Bid

(. 10%), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for ______ Oak_Park_2017_Parkway_Tree_Watering______

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this <u>17th</u> day of <u>February</u>, <u>2017</u>.

Principal

Everest Snow Management, Inc. RY.

Surety

WESTERN SURETY COMPANY BY: David A Crandall, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 63083490

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 <u>David A Crandall</u>

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 Senior 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.

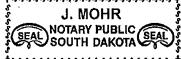
"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may 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."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of <u>May 18th</u> 2017, but until such time shall be irrevocable and in full force and effect.

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 ______17th____ day of _______, 2017_____.

SUREAY COMPANY WES Paul T Bruflat. Vice President On thum19th _, in the year <u>2017</u>, before me, a notary public, personally appeared

On the standard of <u>February</u>, in the year <u>2017</u>, 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.



Jotary Public - South Dakota

My Commission Expires June 23, 2021

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	<u> </u>	day of
February	<u>, 2017</u> .	· · · · ·	\sim		

N SUREBY COMPANY

Paul T Bruflat, Vice President

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

Form F5306-1-2016

SECTION IX COMPLIANCE AFFIDAVIT

_____, (Print Name) being first duly sworn on oath depose and state:

- 1. I am the (title) Vice Restant on this affidavit on behalf 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 affiliates1 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 7707 W96th Place Hickory Hills, The Telephone 108-237-0300 E-Mail (Hais@everestteam.con 60457 Subscribed to and sworn before me this ______ day of ______ 2017.

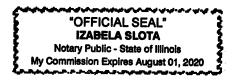
ralch Slut

Notary Public

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ARTEN

- Notary Public Seal -



¹ 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.

ACORD [®] CER [®]	ΓIF	-IC	ATE OF LIA	BII	ITY IN	SURA	NCE	DATE	(MM/DD/YYYY)
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THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT	IVEL	Y OF	R NEGATIVELY AMEND	Y AND	ND OR ALT	NO RIGHTS ER THE CO	UPON THE CERTIFIC	ATE HO BY THI	lder. This E policies
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the terms and conditions of the policy certificate holder in lieu of such endor	, cer	tain p	olicies may require an e	endorse	ement. A sta	tement on th	nis certificate does not	confer i	rights to the
				CONT/ NAME:	ACT	•.			
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Orland Park IL 60467				ADDRE	ss:Kim.Keln		ortongroup.com		
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Everest Snow Management Inc		ROIN	0-01	INSUR			·		
7707 W 96th Pl				INSUR					
Hickory Hill IL 60457				INSUR	ERE:				
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COVERAGES CER	TIFI	CATE	E NUMBER: 109454783	9			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY R	EQUI	REME	NT, TERM OR CONDITION	OF AN	IY CONTRACT	OR OTHER	DOCUMENT WITH RESP	PECT TO	WHICH THIS
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							PERSONAL & ADV INJURY	\$1,000	
							GENERAL AGGREGATE	\$2,000	,000
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ANY AUTO							BODILY INJURY (Per accider	, .	
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ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$	······································
(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOY E.L. DISEASE - POLICY LIMI		
	1						E.L. DISEASE - POLICE LIMI	1 1 4	····
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)									
Umbrella follows form. Additional insured with respect to the General Liability only when required by written contract: The Village, its officers, employees, agents and									
volunteers.			, ,	,				,	, agoino anta
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CERTIFICATE HOLDER CANCELLATION									
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE									
The Village of Oak Park				THE	E EXPIRATIO	N DATE TH	EREOF, NOTICE WILL		
123 Madison Street Oak Park IL 60302				ACO	CORDANCE W	ITH THE POLI	CY PROVISIONS.		
				AUTHO	RIZED REPRESE				
				AUTHORIZED REPRESENTATIVE					
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© 1988-2010 ACORD CORPORATION. All rights reserved.									

The ACORD name and logo are registered marks of ACORD

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Any owners, lessees or contractors whom you have agreed to include as an additional insured under a written contract provided that such was executed prior to an occurrence.	Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
	agreed to include as an additional insured under a written contract provided that such was executed prior to	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- **1**. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any owners, lessees or contractors whom you have agreed to include as an additional insured under a written contract provided that such was executed prior to an occurrence.	All locations and completed operations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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 Show Mahayement Inc.

- 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?

Number of full-time employees

Number of part-time employees

4. Similar information will be <u>requested of all subcontractors working on this agreement</u>. 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: 🗢

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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. UNALS Cooler , being first duly swom, deposes and says that he/she is the version. Unal S cooler , being first duly swom, deposes and says that he/she is the version. (Name of Person Making Affidavit) (Title or Officer) (Name of Person Making Affidavit) (Officer) (Name of Person Making Affidavit) (Officer) (Name of Person Making Affidavit) (Officer) (Name of Person Ma	Apprentices											
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at the above EEO Report information is true and accurate and is submitted with the intent that to before me this $\frac{12}{2/17}$ day of $\frac{76bnarry}{2}$, $20/7$			being firet du		te and cave th	ha/sha is tha	P					
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<u>2lale 2/17/2017</u> (Date)	be relied upon. Subscribed a	nd sworn to bet	fore me this	<u>/ 7 day of</u>	12	, L		*OFFIC IZABEI	IAL SEAL			
	Fueller ~	fluff			_		5	Notary Public / Commission E	- State of Illinol pires August 01	s 2020		
	(Signature)			(Date)								

Janes Harris- Jange Certification Number RWBE1648,1 Program for certification as a woman-owned and woman-controlled business. has successfully met the requirements of the NWBOC National Certification President October 15, 2016 The identified business has qualified as an eligible Woman Business Enterprise (WBE) as set forth in NWBOC Standards and Procedures Date Tampering or altering this certificate is, in the discretion of NWBOC, grounds for termination of certification. Everest Snow Management, Inc. NWBOC, 1001 W. Jasmine Dr., #G, Lake Park, FL 33403 * 800-675-5066 * www.nwboc.org NATIONAL WOMEN BUSINESS OWNERS CORPORATION NAICS Code(s): 561730, 561790 N BOC Certifies that: October 14, 2017 Expiration Date

MUNICIPAL QUALIFICATION REFERENCE SHEET

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

MUNICIPALITY	
ADDRESS	·
CONTACT	
PHONE	
<u>WORK</u>	
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PHONE	
<u>WORK</u>	
PERFORMED	



7707 W 96th Pl Hickory Hills, IL 60457 Phone: 708-237-0300 Fax: 708-237-1300

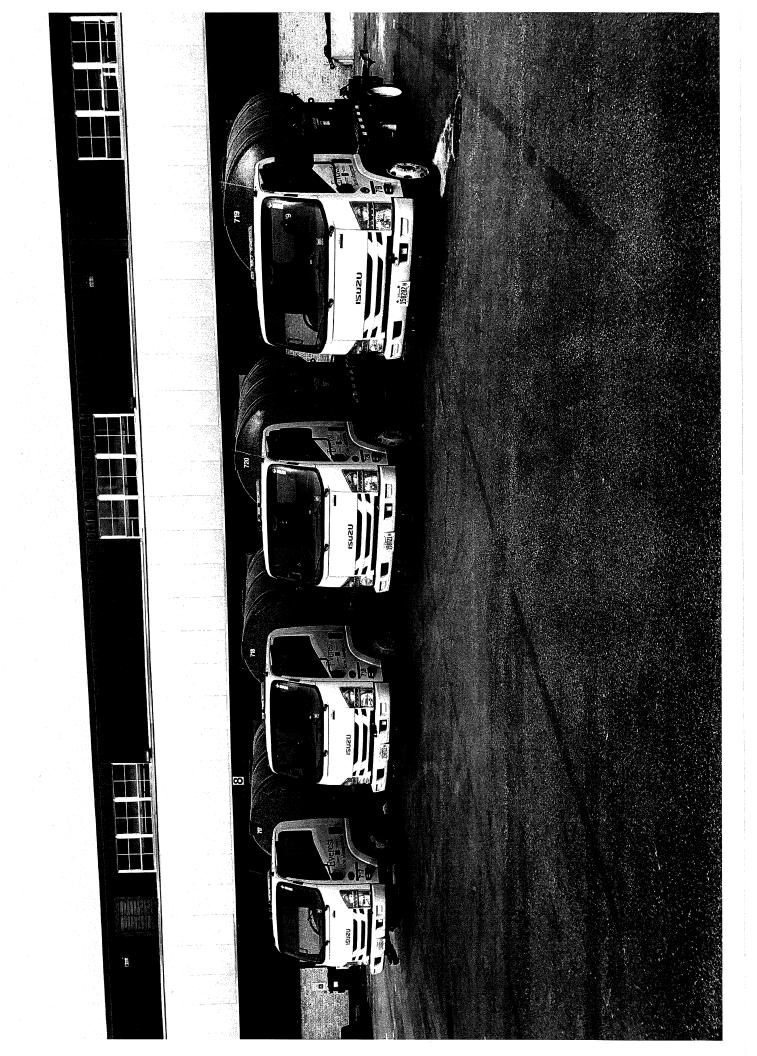
Client References

Vanessa Baker Senior Facilities Manager BMO Harris Bank N.A. JLL 503 N. Washington Naperville, IL 60563 630-742-5750 vanessa.baker@bmo.com Property Type: Banks Hinsdale Hospital Kurt Martz kurt.martz@amitahealth.org (630) 334-0490 Medical Facility

Erika Mittenberg Vice President of Property Management Chody Real Estate Corp. 1125 Remington Rd. Schaumburg, IL 60173 847-884-8000 <u>erika@chodyre.com</u> Property Types: Office & Retail

Michael Kenney Senior Property Manager Edgemark Asset Management 2215 York Rd. Suite 503 Oak Brook, IL 60523 630-572-5621 <u>mkenney@edgemarkIIc.com</u> Property Type: Retail

Ashley Lis Property Manager Bradford Real Estate Company 10 South Wacker Dr. Suite 2935 Chicago, IL 60606 312-755-8000 X 7 <u>lis@bradfordchicago.com</u> Property Types: Office & Retail Quadrangle Development John Sexton jsexton@quadrangle.com (847) 372-5769 Medical Facility



OFFICE OF THE ILLINOIS SECRETARY OF STATE





CORPORATION FILE DETAIL REPORT

File Number	62492171		
Entity Name	EVEREST SNOW MANAGEME	ENT, INC.	
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	10/28/2002	State	ILLINOIS
Agent Name	PETER SMOLKA	Agent Change Date	10/15/2008
Agent Street Address	7707 W 96TH PLACE	President Name & Address	EDITH SMOLKA 7707 W 96TH PLHICKORY HILLS 60457
Agent City	HICKORY HILLS	Secretary Name & Address	PETER SMOLKA 7707 W 96TH PLHICKORY HILLS 60457
Agent Zip	60457	Duration Date	PERPETUAL
Annual Report Filing Date	09/13/2017	For Year	2017

Return to the Search Screen

Purchase Certificate of Good Standing

(One Certificate per Transaction)

OTHER SERVICES

File Annual Report

Adopting Assumed Name

Articles of Amendment Effecting A Name Change

Change of Registered Agent and/or Registered Office Address