

**VILLAGE OF VERNON HILLS
ORDINANCE 2025-129**

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONTRACT WITH SAWVELL TREE SERVICE FOR PARKWAY TREE TRIMMING FOR AN AMOUNT NOT TO EXCEED \$54,000

WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois (*“the Village”*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, \$54,000 will be delineated in the Fiscal Year 2027 budget account (0106047-520600) for Contractual Parkway Tree Trimming; and

WHEREAS, the Village received three (3) sealed bids on October 29, 2025 for Parkway Tree Trimming 2026-2029; at which time it was publicly opened; and

WHEREAS, the lowest qualifying bid was received by Sawvell Tree Service; and

	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>Total</u>
Sawvell Tree Service	\$54,000	\$56,700	\$56,000	\$166,700
Lucas Landscaping	\$51,960	\$64,125	\$65,025	\$181,110
Advanced Tree Care	\$58,800	\$66,150	\$66,300	\$191,250

WHEREAS, said contract will be a one year contract with the option to renew an for additional two years from 2027-2029; and

WHEREAS, Staff seeks approval to authorize the Village Manager to execute a contract with Sawvell Tree Service to perform parkway tree trimming.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: EXECUTION OF AGREEMENT: The Village Manager is hereby authorized to execute a contract with Sawvell Tree Service for Parkway Tree Trimming.

SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT: The Finance Director is hereby authorized to make payment to Sawvell Tree Service for an amount not to exceed \$54,000 within Fiscal Year 2027.

SECTION 3: EFFECTIVE DATE: This Ordinance shall be in full force and effect from its passage and approval.

SECTION 4: ORDINANCE NUMBER: This Ordinance shall be known as Ordinance Number 2025-129.

Dated the 18th of November, 2025

[Signature Page to Follow]

ADDENDUM

This Addendum is in addition to the terms in the attached Agreement between Contractor and the Village of Vernon Hills and shall be deemed an integral part of said Agreement. To the extent the terms in this Addendum conflict with the terms in the attached Agreement, the terms in this Addendum shall control.

1. Direction of Work. Contractor agrees that the Director of Public Works, or his designee, shall be Contractor's point of contact with the Village and all communications between Contractor and the Village shall be made through the Director of Public Works and/or his designee. The Director of Public Works or his designee will provide direction to Contractor to enable Contractor to perform the work but shall not be responsible for controlling Contractor's manner, means or methods of performing the work.
2. No Employment Relationship. Nothing in the Contractor's Agreement or this Addendum, or any exhibit, shall create an employee-employee relationship between Contractor or any individual and the Village. Contractor shall not be considered as having an employee status, nor shall the Village withhold any sums for the payment of income taxes, or FICA taxes, nor shall Contractor be entitled to participate in any plans, arrangements, or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village.
3. Insurance. Contractor shall provide insurance at or above the minimum standards in the attached Exhibit A.
4. Payment. Contractor stipulates and agrees that the Village shall make payments pursuant to the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.
5. Right to Withhold Payment. Without prejudice to any other remedy or right the Village may have, the Village may withhold payment, either in whole or in part, based on: (1) Contractor's failure to perform; (2) claims by subcontractors or others; (3) for damage caused by Contractor in the performance of its work; or (4) for work that is flawed or defective; or (5) based on Contractor's failure to comply with any terms of this Agreement or any Addendum or Exhibit.
6. No Liens. Contractor agrees that it shall not place a lien on any equipment or property of, or belonging to, the Village.
7. Contractor Certifications. Contractor agrees to execute the Certification attached as Exhibit B and certifies that each of the statements contained therein are true and correct.
8. Termination. The Village shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement

of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled.

9. Indemnification. As a material inducement for the Village to enter into this contract, Contractor agrees to defend, indemnify and hold harmless the Village and its elected officials, officers, agents, attorneys and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with Contractor's operation of the Project or performance of the terms of this contract, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of Village, its representatives, officers, trustees, agents and employees. In the event of any claims, actions, suits, damages, costs, expenses and liabilities, the Village shall have the right to counsel of its choice and the right to direct its own defense.

The scope of Contractor's indemnification shall include, but is not limited to:

- (1) Any negligent, tortious or wrongful act or omission of Contractor, its officers, agents, employees, contractors or subcontractors, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including Contractor, its officers, agents employees, licensees and invitees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and
- (2) loss or damage of any kind resulting from Contractor's failure to comply with any provision of this contract, or of any federal, state or local law or regulation applicable to Contractor.

OWNER:

Attest/Witness

VILLAGE OF VERNON HILLS

By: Elizabeth Kochl

By: K. Ting

Title: Executive Secretary

Title: Village Manager

CONTRACTOR:

Attest/Witness:

SAWVELL TREE SERVICE

By: Nicole McNellis

By: Erik Noriega

Title: President Nicole McNellis

Title: Chief Executive Officer Erik Noriega

EXHIBIT A

INSURANCE REQUIREMENTS

CONTRACTOR AGREES TO MAINTAIN THE FOLLOWING:

Property Insurance:

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$3,000,000 per person per aggregate; or Villages and Contractors Protective Liability: \$1,000,000 combined single limit per occurrence.
- Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage.
- Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.
- If Contractor's current policies do not provide the required coverage in this Exhibit A, proof of umbrella or excess coverage meeting these requirements shall be presented to the Village in advance of the execution of this Contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by The Village. At the option of The Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects The Village, its officials, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

Commercial General Liability, The Village's and Contractor's Protective Liability and Automobile Liability Coverage

- a. **The Village, its officers, officials, employees, and volunteers shall be covered as additional insureds on Contractor's Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on**

behalf of Contractor. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). The coverage shall contain no special limits on the scope of the protection afforded to The Village, its officials, employees or volunteers.

- b. For any claims related to this project, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 with respect to the Village, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it. Contractor shall procure and maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees, or subcontractors. Contractor's policy or policies of insurance shall specifically recognize and cover Contractor's indemnification obligations under this contract, and shall contain cross-liability endorsements
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, employees or volunteers.
- d. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits or the insurer's liability.

Worker's Compensation and Employers' Liability Coverage

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided; canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to The Village. In the event of the cancellation of any insurance policy required herein, or upon Contractor's failure to procure said insurance, the Village shall have the right to terminate this Agreement.

Acceptability of Insurers

The insurance carrier used by Contractor shall have a minimum insurance rating of A- according to the AM Best insurance Rating Schedule and licensed to do business in the State of Illinois.

Certificates of Insurance

Contractor shall furnish The Village with certificates of insurance naming The Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause as follows:

- **Additional insured endorsement on the General liability**
- **Additional insured endorsement on the Automobile**
- **Primary non-contributory endorsement on the General Liability**
- **Primary non-contributory endorsement on the Automobile**
- **Waiver of Subrogation endorsement on the Workers Compensation**

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the municipality and are to be received and approved by the municipality before any work commences. **The Village reserves the right to request full certified copies of the insurance policies. Contractor shall furnish evidence of such insurance to the Village prior to the Effective Date,** and then on an annual basis thereafter, in the form of a Certificate of Insurance that names the Village and its elected officials, officers, agents, attorneys and employees as additional insureds. The Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld.

Subcontractors' Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the Village is an additional insured on insurance required from subcontractors. For Commercial General Liability coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

EXHIBIT B

CONTRACTOR CERTIFICATION

Contractor hereby certifies that Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of Contractor, its officers and directors are:

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 651LCS 5/1 1-42,1-I;
- (B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5133E-3 and 5133E-4);
- (C) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
- (D) in compliance with the Veterans Preference Act (330 ILCS 55/0.01 et.seq.);
- (E) in compliance with the Equal Employment Opportunity Act and all other state and federal laws and regulations prohibiting unlawful discrimination and that during the performance of the Agreement, Contractor shall:
 - 1. not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or woman are underutilized and will take appropriate affirmative action to rectify any such underutilization;
 - 2. if it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
 - 3. in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
 - 4. send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or

refuses to cooperate with Contractor in its efforts to comply with such Act and Rules and Regulations, Contractor will promptly notify the Illinois Department of Human Rights and Contractor will recruit employees from other sources when necessary to fulfill its obligations thereunder;

5. submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human rights Act and the Department's Rules and Regulations;
6. permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations; and
7. not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise;
8. in compliance with 775 ILCS 5/2-1.05(A)(4) by having in place and enforcing a written sexual harassment policy;
9. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, Contractor may be declared ineligible for future contracts with The Village, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation;
10. in compliance with 30 ILCS 580/I et seq. (Drug Free Workplace Act) by providing a drug-free workplace by publishing a statement:
 - (a) notifying employees that the unlawful manufacture, or distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in Contractor's workplace.
 - (b) specifying the actions that will be taken against employees for violations of such prohibition.

- (c) notifying the employee that, as a condition of employment on such Agreement, the employee will:
 - i. abide by the terms of the statement; and
 - ii. notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five (5) days after such conviction
 - iii. establish a drug-free awareness program to inform employees about:
 - (A) the dangers of drug abuse in the workplace;
 - (B) Contractor's policy of maintaining a drug-free workplace;
 - (C) any available drug counseling, rehabilitation, and employee assistance program, and the penalties that may be imposed upon employees for drug violations;
 - (D) make it a requirement to give a copy of the statement to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace;
 - (d.) notifying the Village within ten (10) days after receiving notice from any employee or otherwise receiving actual notice of any conviction;
 - (e) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
 - (f) assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicated that a trained referral team is in place; and
 - (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of this section; and
11. not in violation of Village Ordinances by Contractor having given to any officer, employee, spouse of or immediate family member living with any officer or employee of The Village any gift except as otherwise permitted therein.

12. Is currently and will remain in compliance Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 through 570/7):

(A) Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two (2) consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five (5%) percent as measured by the United States Bureau of labor Statistics in its monthly publication of employment and unemployment figures, Contractor and all Trade Contractors shall employ only Illinois laborers. "Illinois Laborers" means any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

(B) Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by Contractor and approved by the Architect. Contractor may place no more than three (3) of its regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Agreement during periods of excessive unemployment.

(C) This provision applies to all labor, whether skilled, semi-skilled, whether manual or non-manual.

IN WITNESS WHEREOF Contractor has hereunto set his/their hands and seals this 11th day of DECEMBER 2025.

CONTRACTOR

Business Name: Nedco llc dba SAWWELL TREE SERVICE

Signature: 

Printed Name: Erik Noriega

Title: Chief Executive Officer

Date: 12/11/2025

Certificate of Compliance

PURSUANT TO ILLINOIS REVISED STATUTES, CHAPTER 38, SECTION 33E-11, THE UNDERSIGNED CERTIFIES ON BEHALF OF HIMSELF AND/OR AS AGENT OR EMPLOYEE OF Nedco llc dba SAWVELL TREE SERVICE THAT THIS CONTRACTOR HAS NOT BEEN BARRED FROM CONTRACTING WITH ANY UNIT OF STATE OR LOCAL GOVERNMENT AS A RESULT OF A VIOLATION OF EITHER A BID RIGGING OR BID ROTATING CONVICTION AND FURTHER CERTIFIES THAT SAID INDIVIDUAL OR ENTITY OWES NO DELINQUENT TAXES ADMINISTERED BY THE DEPARTMENT OF REVENUE UNLESS THE INDIVIDUAL OR OTHER ENTITY IS CONTESTING, IN ACCORDANCE WITH THE PROCEDURES ESTABLISHED BY THE APPROPRIATE REVENUE ACTS, ITS LIABILITY FOR THE TAX OR THE AMOUNT OF THE TAX.

By: 

(Signature)

Nedco llc dba SAWVELL TREE SERVICE

(Name of bidding company)

Erik Noriega

(Print Name)

PO BOX 593

(Address)

MUNDELEIN, IL 60060

(City)

(State)

(Zip)

Date Submitted: 12/11/2025

847-566-9372

(Phone)

(FAX)

sawvelltree@gmail.com

(E-Mail)

BID PROPOSAL

PARKWAY TREE TRIMMING 2026-2029

VILLAGE OF VERNON HILLS

PUBLIC WORKS DEPARTMENT

IMPORTANT TREE TRIMMING BID DETAILS:

The VILLAGE has designated three (3) areas for the purpose of scheduling tree trimming work pursuant to this bid request over the next 3 years. The VILLAGE reserves the right to designate which of these areas will be trimmed as it deems to be in its best interest. The amount of tree trimming to be performed is also conditioned upon the total amount of funds budgeted for tree trimming. The VILLAGE may award bids for some, all, or none of the designated areas.

For the purpose of comparing bids, the amount bid on each separate area will be compared to other bids on that same area and/or through comparison of the total bid for all areas combined. The details of Approximate Tree Amounts Per Area (Attachment A), Proposed Tree Trimming Street Locations (Attachment B), and a color-coded Proposed Trimming Areas Map (Attachment C) have been attached for each specific area for which bids are being requested.

BID AMOUNT ("CONTRACT PRICE"):

After becoming familiar with the general conditions, special conditions and the specifications attached hereto, and being fully acquainted with the extent, nature, and local conditions affecting the cost and performance of the proposed work, hereby proposes to furnish all supervision, labor, tools, equipment and materials necessary to perform and complete the work herein described at the following prices:

<u>AREA NUMBER</u>	<u>EST. # OF TREES</u>	<u>COST PER TREE</u>	<u>TOTAL FOR AREA</u>
1 (Year 2026-27)	1200	\$ <u>45</u>	\$ <u>54,000</u>
<u>Additional Years Option</u>			
2 (Year 2027-28)	1350	\$ <u>42</u>	\$ <u>56,700</u>
3 (Year 2028-29)	1275	\$ <u>44</u>	\$ <u>56,000</u>

Nicole McNellis President

Erik Noriega CEO

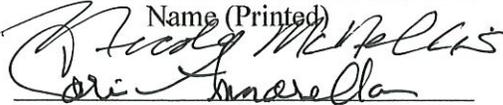
Cari Annarella V.P. /Secretary

Dave Marino CFO

Nedco llc dba

SAWELL TREE SERVICE

847-566-9372

Name (Printed)

 Signature


Company Name	Phone
<u>sawvelltree@gmail.com</u>	<u>10/28/25</u>
Email	Date

REFERENCES

The CONTRACTOR shall provide the VILLAGE with a list of at least 3 municipalities where they have satisfactorily completed tree trimming work, excluding utility line maintenance work, in the Chicago area in yearly contract amounts in excess of \$10,000 for a two (2) year period.

Failure to complete will result in rejection of bid.

1. Municipality VILLAGE OF LIBERTYVILLE Contact Person David Heurich

Phone # 847-918-2074 Number of Years serviced 2023-2025

2. Municipality VILLAGE OF MOUNT PROSPECT Contact Person Andy Ramel

Phone # 847.870.5640 Number of Years serviced 2025-present

3. Municipality Village of Mundelein Contact Person Adam Schmidt

Phone # 224-627-4122 Number of Years serviced 2020-present

4. Municipality _____ Contact Person _____

Phone # _____ Number of Years serviced _____

EQUIPMENT

Please provide a list of types and numbers of equipment that is available for use.

CHIP TRUCKS 3

BRUSH CHIPPERS 3

AERIAL TRUCKS 4

OTHER SPECIALTY EQUIPMENT OWNED _____

CERTIFIED ARBORIST INFO

Please list ISA Certified Arborists who will be involved with this project.

Name BRYAN WESTPHAL ISA Certified Arborist Number IL-1659A

Name _____ ISA Certified Arborist Number _____

Name _____ ISA Certified Arborist Number _____

BIDRIGGING

PURSUANT TO ILLINOIS REVISED STATUTES, CHAPTER 38, SECTION 33E-1, THE UNDERSIGNED CERTIFIES ON BEHALF OF HIMSELF AND/OR AS AGENT OR EMPLOYEE OF Nedco llc dba SAWWELL TREE SERVICE THAT THIS CONTRACTOR HAS NOT BEEN BARRED FROM CONTRACTING WITH ANY UNIT OF STATE OR LOCAL GOVERNMENT AS A RESULT OF A VIOLATION OF EITHER A BID RIGGING OR BID ROTATING CONVICTION AND FURTHER CERTIFIES THAT SAID INDIVIDUAL OR ENTITY OWES NO DELINQUENT TAXES ADMINISTERED BY THE DEPARTMENT OF REVENUE UNLESS THE INDIVIDUAL OR OTHER ENTITY IS CONTESTING, IN ACCORDANCE WITH THE PROCEDURES ESTABLISHED BY THE APPROPRIATE REVENUE ACT, ITS LIABILITY FOR THE TAX OR THE AMOUNT OF THE TAX.

SUBMITTED BY: Nedco llc dba SAWWELL TREE SERVICE
(Firm)

Nicole McNellis Cari Annarella Erik Noriega Dave Marino PRES., VP, CEO, CFO 847-566-9372
(Print Name) (Title) (Telephone)
PO BOX 593 MUNDELEIN, IL 60060
(Address) (City) (State) (Zip)

Signature: Nicole McNellis Date: 10/28/25
Cari Annarella
Dave Marino

State of ILLINOIS County of LAKE

Signed or attested before me on this 28th day of October, 2025

Carol Lynn Annarella
(Name of Person)

Carol Lynn Annarella
(Signature of Notary Public)

SEAL



Certification of Substance Abuse Prevention Program

This certifies that Nedco llc dba SAWWELL TREE SERVICE (company name) has a written Substance Abuse Prevention Program, in compliance with the Prevailing Wage Act.

Nicole McNellis
Cari Annarella
Erik Noriega

Dave Marino _____

Authorized Signature

Nicole McNellis Cari Annarella Erik Noriega Dave Marino

Printed Name

President V.P. /Secretary CEO CFO

Title

Nedco llc dba SAWWELL TREE SERVICE

Company

10/28/25

Date

Coordination of Contractors

The Village of Vernon Hills has the responsibility to hire contractors who are knowledgeable of the applicable requirements of the ILR40 and ILR10 permits. To provide education for all contractors responsible for municipal green infrastructures and ensure they are aware of good housekeeping/pollution prevention practices. The current ILR10 may be found on the Village website, Engineering Department, NPDES Report. The current ILR40 may be found on the Village website, Engineering Department, Vernon Hills SMPP.

Certification of Coordination of Contractors

This certifies that Nedco llc dba SAWWELL TREE SERVICE (company name) is knowledgeable of the applicable requirements of the ILR40 and ILR10 permits. Also, has reviewed and understands all Stormwater Best Practices as listed on the Lake County Stormwater Management Commission website.

Nicole McNellis
Cari Annarella
Erik Noriega
Dave Marino

Authorized Signature

Nicole McNellis Cari Annarella Erik Noriega Dave Marino

Printed Name

President V.P. /Secretary CEO CFO

Title

Nedco llc dba SAWWELL TREE SERVICE

Company

10/28/25

Date

Approximate Tree Amounts Per Area

The approximate number of trees in each section is based upon our current Tree Inventory. Only deciduous trees larger than 3" diameter are to be trimmed under this contract, so the total number of trees to be trimmed may be less than the number stated. It will be the **responsibility of the CONTRACTOR** to familiarize themselves with the areas and the numbers, sizes and conditions of the trees in each area. The FORESTRY CREW LEADER will assist all interested bidders in determining the extent of the operations needed in each area.

Approximate Total Number of Trees

	Area 1 (Year 2026-27)	1200
	Area 2 (Year 2027-28)	1350
10/2/25	Area 3 (Year 2028-29)	1275

** NOTE: The majority of the trees in each of these sections have been trimmed within the past five years. **

Proposed Tree Trimming Street Locations

<u>Area 1</u>	<u>2026-2027</u>	<u>Blue Area</u>
	<ul style="list-style-type: none">• Grosse Pointe Blvd.- Power lines to Rt 83• Napier Court• Monteith Court• Tennis Lane• Royal Oak Drive• Saint Clair Lane• Dawson Court• Northfield Drive• Southfield Drive• Jansen Lane• Conachie Court• Warren Lane• Dearborn Lane• Adrian Court• Cherry Valley Road	<ul style="list-style-type: none">• Court of Shorewood (East, West & South)• Richard Court• Court of Ash• Court of Elm• Lakeside Drive• Oakwood Road- Cherry Valley Rd. to Westmoreland Drive• Greenbrier Lane• Westmoreland Drive• Thorngrove Drive• Pine Grove Court• Pine Meadow Court• Wildflower Court• Hidden Creek Court• Meadow Creek Court
<u>Area 2</u>	<u>2027-2028</u>	<u>Green Area</u>
	<ul style="list-style-type: none">• Grosse Pointe Circle• Grosse Pointe Blvd. Rt 45 to Power Lines• Hunter Court• Fiore Pkwy.• Pontiac Lane• Sterling Heights Road• Belle Isle Lane• Julie Lane• Saugatuck Trail• Shelby Court• Alfred Court• Williams Way• Charles Court• Plymouth Farms Road• Creekside Drive	<ul style="list-style-type: none">• Sullivan Drive- Rt 45 to Basswood Dr.• Sullivan Drive- Aspen Dr. to Deerpath Dr.• Sullivan Bike Path- East of Deerpath Dr.• Monterey Drive• Mystic Court• Montgomery Lane• Marimac Lane• Televista Court• Montebello Drive• Manchester Lane• Memphis Place• Montauk Lane• Lindon Lane• Midway Lane

-
- Aspen Point Rd.
 - Aspen Lane
 - Abbey Lane
 - Albert Drive
 - Albright Court
 - Appian Way
 - Aqua Court
 - Alice Court
 - Apollo Court
 - Atlantic Drive
 - Autumn Lane
 - Amber Lane
 - Alpine Drive
 - April Ave.
 - Augusta Drive
 - Angela Court
 - Almond Court
 - Ardmore Court
 - Ashland Court
 - Amherst Court
 - Albany Lane
 - Athens Court
 - Astoria Court
 - Aurora Court
 - Abilene Lane
 - Altoona Court
 - Alexandria Drive
 - Appleton Drive
 - Avon Court
 - Arlington Court
 - Arcadia Court
 - Arron Court
 - Austin Court
 - Annapolis Drive
 - Auburn Court
 - Anne Court
 - Allentown Court
 - Ashville Court
 - Malvern Lane
 - Keswick Lane
 - Buckingham Place
 - Saint Ives Lane
 - Cherokee Road
 - Melody Lane
 - Castlegate Court
 - Crabtree Lane
 - Knollwood Street
 - Harbor Drive
 - Onwentsia Rd
 - Bedford Drive
 - Edgewood Road
 - Spring Lane
 - Lexington Drive
 - Larchmont Lane
 - Elm Tree Lane
 - Warrington Road
 - Mayflower Road
 - Exeter Place
 - Greenvale Road
 - Deerpath Drive- Rt 60 to Sullivan Drive
 - Phillip Road- Deerpath Drive to Lakeview Pkwy.

Tree Trimming

- Area 1 2026-2027
- Area 2 2027-2028
- Area 3 2028-2029

Area	Parkway Trees
1	1193
2	1345
3	1271



Tree Trimming Village of Vernon Hills

1 inch = 1,500 Feet




AIA Document A310™ – 2010
Bid Bond**CONTRACTOR:***(Name, legal status and address)*

Nedco LLC DBA Sawvell Tree Service

PO Box 593

Mundelein, IL 60060-0593

OWNER:*(Name, legal status and address)*

Village of Vernon Hills

290 Evergreen Dr

Vernon Hills, IL 60061-2904

SURETY:*(Name, legal status and principal place of business)*

West Bend Insurance Company

1900 S 18th Ave

West Bend, WI 53095-8796

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$

Five Percent of the Amount Bid

PROJECT:*(Name, location or address, and Project number, if any)*

trimming of publicly owned trees in village parkways

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29 day of October , 2025



(Witness)

Nedco LLC DBA Sawvell Tree Service

(Contractor as Principal) (Seal)



(Title) Cari Annarella



(Witness)

West Bend Insurance Company

(Surety) (Seal)



(Title) NORMA FABBRI-BLAKE , Attorney-in-Fact





Bond No. 2660941

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

NORMA FABBRI-BLAKE

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum
Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 29th day of October, 2025.



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

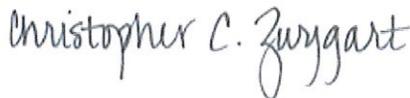
Digital Seal, Signature Authority and Enforceability

The use of an electronic image of the corporate seal of West Bend Insurance Company (the “Digital Seal”) and the attachment of the Digital Seal to any surety bond issued by West Bend Insurance Company is authorized. The Digital Seal may be affixed to any West Bend Insurance Company bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond. Also, as permitted by law, the electronic delivery and submission of any surety bond on behalf of West Bend Insurance Company and the execution of such surety bonds by an attorney-in-fact of the West Bend Insurance Company using a digital signature shall have the same legal effect as delivery of a tangible original with the original “wet” signature of an attorney-in-fact.

Delivery of a digital copy of this Digital Seal, Signature Authority and Enforceability notice, executed electronically, to an Obligee or Obligee’s representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original “wet” signature.

In witness whereof, this has been executed by the Secretary of West Bend Insurance Company.

Dated this 2nd day of April, 2024.



Christopher C. Zwygart
Secretary



West Bend Insurance Company

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2025-129

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A
CONTRACT WITH SAWVELL TREE SERVICE FOR PARKWAY TREE TRIMMING FOR
AN AMOUNT NOT TO EXCEED \$54,000

THE 18th DAY OF NOVEMBER 2025

Published in pamphlet form by the Authority of the
President and Board of Trustees of the Village of
Vernon Hills, Lake County, Illinois, this
18th day of November, 2025

AFFIDAVIT OF SERVICE

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, KEVIN TIMONY, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2025-129 AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONTRACT WITH SAWVELL TREE SERVICE FOR PARKWAY TREE TRIMMING FOR AN AMOUNT NOT TO EXCEED \$54,000 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM NOVEMBER 18, 2025 TO NOVEMBER 28, 2025.



Kevin Timony, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 18th DAY OF NOVEMBER, 2025



Notary Public

