

**VILLAGE OF LOMBARD**  
**REQUEST FOR BOARD OF TRUSTEES ACTION**  
For Inclusion on Board Agenda  
Bids and Proposals

TO: President and Village Board of Trustees  
FROM: Scott Niehaus, Village Manager  
DATE: March 30, 2026 (B of T) Date: April 9, 2026  
TITLE: RM 15 - Sidewalk Slicing  
SUBMITTED BY: Carl Goldsmith, Director of Public Works }

**RESULTS:**

Date Bids Were Published 03/21/2025 Bidding Closed 03/21/2025  
Total Number of Bids Received 2  
Total Number of Bidders Meeting Specifications 2  
Bid Security Required  X  Yes   No  
Performance Bond Required  X  Yes   No  
Were Any Bids Withdrawn   Yes  X  No  
Explanation:  
Waiver of Bids Requested?  X  Yes   No

If yes, explain:

The Village of Lombard has maintained a strong and positive working relationship with the current contractor, who has consistently delivered reliable, high-quality performance and met all contractual expectations throughout 2025. Additionally, the proposed 2026 pricing remains competitive and advantageous to the Village.

Award Recommended to Lowest  X  Yes   No  
Responsible Bidder?

If no, explain:

**FISCAL IMPACT:**

Engineer's estimate/budget estimate: \$20,000/\$20,000

Amount of Award: \$18,101.60

Sidewalk Saw Cutting Program and Sidewalk/Curb Improvement Program: \$281,000  
Construction Fund RM 15 & 46

**BACKGROUND/RECOMMENDATION:**

Has Recommended Bidder Worked for Village Previously  X  Yes   No  
If yes, was quality of work acceptable  X  Yes   No  
Was item bid in accordance with Public Act 85-1295?  X  Yes   No  
Waiver of bids - Public Act 85-1295 does not apply  X  Yes   No

**REVIEW (as needed):**

Village Attorney XX \_\_\_\_\_ Date \_\_\_\_\_  
Finance Director XX \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager XX \_\_\_\_\_ Date \_\_\_\_\_

**NOTE: All materials must be submitted to and approved by the Village Manager's Office by 4:30 pm, Wednesday, prior to the Board Agenda distribution.**



March 30, 2026

TO: Village President and Board of Trustees  
THROUGH: Scott Niehaus, Village Manager  
FROM: Carl S. Goldsmith, Director of Public Works *g*  
SUBJECT: FY 2026 Sidewalk Slicing Program

The purpose of the Sidewalk Slicing program is to address sidewalk trip hazards. The slicing process is less expensive and less invasive than the traditional removal and replacement of sidewalk.

The contract was bid through a joint purchase process developed by communities in the DuPage region in 2025. The process is based off of the Municipal Partnering Initiative (MPI) that has been successfully implemented in the northern suburbs. The MPI process has one community serve as the lead agency (Lombard) for the purposes of bidding the contract. Participating agencies were: Lombard, Bartlett, Bensenville, West Chicago, Wheaton, Woodridge, Itasca, and Roselle. The contract allows two one-year extensions at an increase of 2% or CPI (lesser of the two), if mutually agreed upon. The proposed extension of this contract for the 2026 fiscal year would be the first allowable extension at the agreed 2% increase identified in the original contract.

This contract shares CIP budget RM PROG 15 “Trip Hazard Replacement Program” with a separate contract for removing & replacing sidewalk:

Capital Project Fund	Budget	Award
RM PROG 15 & 46	\$281,000	\$18,101.60
<b>2026 Total</b>	<b>\$281,000</b>	<b>\$18,101.60</b>

Recommendations:

Public Works recommends extending this contract to Hard Rock Concrete Cutters, Inc. of Wheeling, IL in the amount of \$18,101.60.

If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.

# VILLAGE OF LOMBARD CONTRACT

## 2026 RM Prog 15 - SIDEWALK SLICING

This agreement is made this 26th of February 2026, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Hard Rock Concrete Cutters, Inc. (hereinafter referred to as the "Contractor") and their respective successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the Contract Documents:

## 2026 RM Prog 15 - SIDEWALK SLICING

1. This contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
  - a. Contract Document Number 2025 RM Prog 15 - SIDEWALK SLICING, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document 2025 RM Prog 15 - SIDEWALK SLICING Legal Notice
    - iv) General Provisions
    - v) Special Provisions
    - vi) Plans and Specifications
  - b. The Contractor's Bid Proposal Dated: March 17, 2025
  - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
  - d. Executed Bidder's Certification Form.
2. The Village agrees to pay, and the Contractor agrees to accept as full payment the amount as shown on the Contractor's Bid Proposal, which is made a part hereof, subject to such additions and deletions as agreed to by the parties hereto.
3. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work under this contract on or before October 31, 2026. Time is of the essence in regard to this Contract, and the Contractor agrees to achieve completion within the time permitted by all proper and appropriate means including working overtime

without additional compensation.

- 4. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment to the Contractor under this Contract, the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due each. This statement must be made under oath or be verified by affidavit. The Village shall not issue final payment nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
- 5. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois, and the Contractor have each hereunto caused this Contract to be executed by their respective duly authorized representatives this 26th day of February, 2026.

If an individual or partnership, the individual or all partners shall sign or, if a corporation, an officer(s) duly authorized shall sign.

Hard Rock Concrete Cutters Inc.

Print Company Name

Individual or Partnership \_\_\_\_\_ Corporation

Accepted this 26th day of February, 2026.

Quinn B. Kula **President**  
By Position/Title

Lisa Cilly **Corporate Secretary**  
By Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Scott Niehaus, Village Manager

Attest:

\_\_\_\_\_  
Village Clerk

# VILLAGE OF LOMBARD

Bond No. 9204284

## CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we Hard Rock Concrete Cutters, Inc., a company organized under the laws of the State of Illinois and licensed to do business in the State of Illinois as Principal and Swiss Re Corporate Solutions Premier Insurance Corporation, a corporation organized and existing under the laws of the State of Missouri, with authority to do business in the State of Illinois, as Surety, are now held and firmly bound unto the Village of Lombard, State of Illinois in the penal sum of eighteen thousand one hundred and one dollars and sixty cents (\$18,101.60) lawful money of the United States, well and truly to be paid unto said Village for the payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas the said Principal has entered into a written contract with the Village of Lombard, acting through the President and Board of Trustees of said Village, dated February 26, 2026, for the construction of the work designated:

### 2026 RM Prog 15 - SIDEWALK SLICING

in Lombard, Illinois, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, and has further agreed to guaranty and maintain said work for a one (1) year period following final payment to such Principal, and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation from whom any such labor, materials, apparatus, fixtures or machinery was so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then upon the final payment by the Village to said Principal under said contract, the amount of this bond shall be reduced to ten percent (10%) of the amount set forth on the first page hereof for a period of one (1) year; otherwise to remain in full force and effect.

NOW, THEREFORE, if the said Principal shall well and truly perform said guaranty and maintenance work in accordance with the terms of said contract for said one (1) year period after final payment and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of performing such guaranty and maintenance work and shall commence and complete the guaranty and maintenance work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such guaranty and maintenance work during the time of the performance thereof and until the said guaranty and maintenance work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this 6th day of March, 2026.

VILLAGE OF LOMBARD

PRINCIPAL:

Hard Rock Concrete Cutters, Inc.

BY: \_\_\_\_\_  
Village Manager

BY: Lisa Crilly  
Lisa Crilly, Corporate Secretary

ATTEST:  
\_\_\_\_\_  
Village Clerk

ATTEST:  
Shain Wisse

SURETY: Swiss Re Corporate Solutions Premier Insurance Corporation

BY: Attorney In Fact  
(Title)

BY: Courtney A. Flaska  
Attorney in Fact

BY: Courtney A. Flaska  
(SEAL)




*Surety Company Acknowledgement*

STATE OF **ILLINOIS**  
COUNTY OF **COOK**

SS:

On this 6th day of March, 2026, before me personally appeared Courtney A. Flaska, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Schaumburg, Illinois**, that (s)he is the **Attorney in Fact** of Swiss Re Corporate Solutions Premier Insurance Corporation the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of 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; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

  
\_\_\_\_\_  
Notary Public in and for the above County and State

My Commission Expires: 04/22/26



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

ROBERT B. SCHUTZ, JAMES L. SULKOWSKI, CAROL A. DOUGHERTY, SHEREN L. HEMLER, MIKE POHL, JOHN E. ADAMS, GERALD C. OLSON, KIRK LISKIEWITZ, COURTNEY A. FLASKA, SAMANTHA BRADTKE, LUCIANNE BISCHOFF and CHRISTINE EITEL JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 11TH day of FEBRUARY, 20 25

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 11TH day of FEBRUARY, 20 25, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

[Signature of Karen M. Szweda]

Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 6th day of March, 20 26.



[Signature of Jeffrey Goldberg]
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



# VILLAGE OF LOMBARD CONSULTANT'S CERTIFICATION

Lisa Crilly, Corporate Secretary/Owner, having been first duly sworn depose and states as follows:  
(Officer or Owner of Company)

Hard Rock Concrete Cutters Inc., having submitted a proposal for:  
(Name of Company)

2026 RM Prog 15 - SIDEWALK SLICING to the Village of Lombard, hereby certifies that said CONSULTANT:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  - a. it is contesting its liability for the tax or the amount of tax per procedures established by the approved Revenue Act; or
  - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that All Employee Drivers  
(Name of employee/driver or "all employee drivers")  
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

By: Lisa Crilly  
Officer or Owner of Company named above

Subscribed and sworn to  
before me this 4th  
day of March, 2026.

Cynthia D Bechtel  
Notary Public



