

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 R. Niehaus, Village Manager
DATE: March 10, 2026 MEETING DATE: April 9, 2026
TITLE: FY 2026 Sidewalk and Curb Improvement Program
Project Number RM 46
SUBMITTED BY: Carl Goldsmith, Director of Public Works *g*

RESULTS:

Date Bids Were Published: 01/28/2025 (by Woodridge) Bidding Closed: 02/18/2025 (by Woodridge)

Total Number of Bids Received: 4

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Were Any Bids Withdrawn: Yes X No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:

This contract was bid through the MPI process developed by communities in the DuPage Region in 2025. The MPI process aggregates quantities from multiple agencies for the purpose of bidding and to seek lower unit prices for all agencies involved in the bid process. Through the MPI process, one agency serves as the lead agency. Once the bidding process has been completed, each participating agency awards a contract to the lowest responsible bidder per the process. The Village bid out the Concrete Flatwork contract in 2025, with the Village of Woodridge serving as lead agency. **The 2025 bid included two extensions of one year. Public Works recommends extending the 2025 awarded contract to Globe Construction for the 2026 fiscal year.**

Award Recommended to Lowest Responsible Bidder: X Yes No

If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate \$281,000/\$227,000

Amount of Award \$227,000.00

Sidewalk & Curb Improvement \$227,000.00 Capital Project Fund RM 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 p.m. Wednesday, prior to the Board Agenda distribution.



March 10, 2025

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

The purpose of the Sidewalk and Curb Improvement Program is to address deteriorated and damaged sections of sidewalk, curb and parkway damaged by utility digs. The program is comprised of the following categories: Parkway Restoration, Deteriorated Sidewalk (50/50 Program), Trip Hazard Repairs, Curb Replacement Program, Concrete Road Panel Replacement and ADA .

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The 2026 Capital Improvement Plan contains funds for the 2026 Sidewalk and Curb Improvement Program contract as follows:

Program	Budget	Recommended Award
RM PROG 46 - Sidewalk & Curb Improvement Program	\$281,000.00	\$227,000.00

The Public Works Department recommends that the Village President and Board of Trustees waive the right to bid and extend the 2025 contract and award the contract for 2026 to Globe Construction, Inc. in the amount of \$227,000.00 for the 2026 Sidewalk and Curb Improvement Program contract.

Please present this item to the President and Board of Trustees for their review and approval at the regular meeting on April 9, 2026. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER FY 2026 - RM PROG 46

This Contract is made this 18th day of FEBRUARY 2026, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Globe Construction 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:

FY 2026 - RM PROG 46 SIDEWALK & CURB IMPROVEMENT PROGRAM

1. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - a. FY 2025 - RM PROG 46 SIDEWALK & CURB IMPROVEMENT PROGRAM incorporates MPI Concrete Flatwork, dated February 18, 2025.
 - i) Cover Sheet;
 - ii) Notice to Bidders on Contract Document Concrete Flatwork - Legal Notice;
 - iii) Schedule of Prices;
 - iv) General Terms and Conditions;
 - v) Labor Statutes, Records and Rates;
 - vi) Technical Terms and Conditions;
 - vii) Municipality References;
 - viii) Disqualification of Certain Bidders;
 - ix) Anti-Collusion Affidavit and Contractor's Certification;
 - x) Conflict of Interest;
 - xi) Tax Compliance Affidavit;
 - xii) Sub-Contractor Information;
 - xiii) Participation Affidavit;
 - xiv) Addenda;
 - xv) Appendix B – Technical Specifications;
 - xvi) Appendix C – Estimated Quantity by Municipality
 - b. The Contractor's Bid Proposal Dated: February 18, 2025 (see attached)
 - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
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 13th 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.

GLOBE CONSTRUCTION INC

Print Company Name

Individual or Partnership Corporation

 Accepted this 13th day of FEBRUARY, 2026

By PETER MARTIRE

PRESIDENT
Position/Title

By JOHN MARTIRE

SECRETARY
Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this _____ day of _____, 2026.

Village President

Attest:

Village Clerk

VILLAGE OF LOMBARD

CONTRACTOR'S CERTIFICATION

PETER MARTIRE, PRESIDENT, having been first duly sworn depose and states as follows:
(Officer or Owner of Company)

GLOBE CONSTRUCTION INC, having submitted a proposal for:
(Name of Company)

FY2026 - RM PROG 46 SIDEWALK & CURB IMPROVEMENT PROGRAM

to the Village of Lombard, hereby certifies that said Contractor:

- 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 in accordance with procedures established by the appropriate 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.

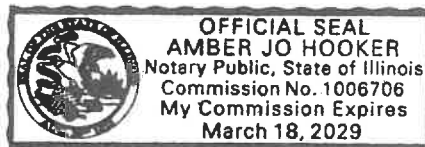
4. CERTIFICATION UNDER 720 ILCS 5/33E-11

I, PETER MARTIRE (name), certify that I am employed as the PRESIDENT (title) of GLOBE CONSTRUCTION INC (company), a bidder for the prime contract for the work described in the bid to which this certificate is attached, and I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that the company named above is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961

By: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to before me this 23rd day of February, 2026.

Amber Jo Hooker
Notary Public



VILLAGE OF LOMBARD

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we Globe Construction, 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 two hundred and twenty seven thousand dollars (\$227,000.00), 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 18, 2026 for the construction of the work designated:

FY 2026 - RM PROG 46 SIDEWALK AND CURB IMPROVEMENT PROGRAM

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,

APPROVED this _____ day of _____, 2026.

VILLAGE OF LOMBARD

BY: _____
Anthony Puccio, Village President

ATTEST:

Ranya Elkhatib, Village Clerk

IN WITNESS WHEREOF, We have
duly executed the foregoing
obligation this 18th day of
February, 2026.

PRINCIPAL:
Globe Construction, Inc.

BY: _____
PETER MARTIRE, PRESIDENT

ATTEST:

JOHN MARTIRE, SECRETARY

Swiss Re Corporate Solutions Premier
SURETY: Insurance Corporation

BY: _____
(Title)

BY: Jaclyn Moore, Attorney-in-Fact
Attorney in Fact

BY: _____

(SEAL)



SWISS RE CORPORATE SOLUTIONS

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

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, each does hereby make, constitute, and appoint: Jaclyn Moore

Principal: Globe Construction, Inc.
Obligee: Village of Lombard
Bond Description: FY 2026 - RM PROG 46 Sidewalk & Curb Improvement Program
Bond Number: 9204638
Bond Amount: See Bond Form

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 9th of May 2012:

"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 [Signature]
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC

By [Signature]
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC

IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10TH day of NOVEMBER, 20 22

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

State of Illinois
County of Cook

On this 10TH day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC, 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.



I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, 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, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 18th day of February, 2026.

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

