

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: August 27, 2025 MEETING DATE: September 4, 2025
TITLE: FY 2025 Sidewalk and Curb Improvement Program
Project Number RM 46
SUBMITTED BY: Carl Goldsmith, Director of Public Works *CG*

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Were Any Bids Withdrawn: Yes X No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 serves as a second contract to the awarded contractor to maximize budget allocations and handle the increased number of trip hazards reported this year. The unit prices submitted as part of the original bid on 02/18/2025 will be honored as part of this contract.

Award Recommended to Lowest Responsible Bidder: X Yes No

If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate \$273,000/\$273,000

Amount of Award \$200,000

Sidewalk & Curb Improvement \$200,000.00 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 Yes X 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.



August 27, 2025

TO: Village President and Board of Trustees
THROUGH: Scott Niehaus, Village Manager
FROM: Carl S. Goldsmith, Director of Public Works 
SUBJECT: FY 2025 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 .

This contract acts as a second contract to the contractor that was awarded the FY 2025 Sidewalk and Curb Improvement Program contract, Globe Construction, Inc. The second contract enables us to handle the increased number of reported trip hazards that Public Works has been notified of this year.

The 2025 Capital Improvement Plan contains funds for the 2025 Sidewalk and Curb Improvement Program contract as follows:

Program	Budget	Recommended Award
RM PROG 46 - Sidewalk & Curb Improvement Program	\$273,000.00	\$200,000.00

The Public Works Department recommends a waiver of bids and that the Village President and Board of Trustees award the contract to Globe Construction, Inc. in the amount of \$200,000.00 for the 2025 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 September 4, 2025. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER 2025-25 - Concrete Flatwork

This Contract is made this 26th day of August, 2025, 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 2025 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 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, 2025. 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 AUGUST, 2025.

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 X

Accepted this 26th day of AUGUST, 2025.

By



PRESIDENT

Position/Title

By

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this _____ day of _____, 2025.

Village President

Attest:

Village Clerk

VILLAGE OF LOMBARD

Bond #9199086

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 MO, 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 thousand dollars (\$200,000.00), 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 August 26, 2025 for the construction of the work designated:

FY 2025 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, 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 _____, 2025.

VILLAGE OF LOMBARD

BY: _____
Keith T. Giagnorio, Village President

ATTEST:

Liz Brezinski, Village Clerk

IN WITNESS WHEREOF, We have
duly executed the foregoing
obligation this 27th day of
August, 2025.

PRINCIPAL:
Globe Construction, Inc.

BY: _____
[Signature]

ATTEST:

[Signature]
Swiss Re Corporate Solutions Premier
SURETY: Insurance Corporation

BY: _____
[Signature]
(Title)

BY: Vicki L. Broaddus
Attorney in Fact



BY: _____

(SEAL)