
THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2020-R-017

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND MISFITS CONSTRUCTION COMPANY FOR THE STREAMBANK STABILIZATION
PROJECT**

JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees

RESOLUTION NO. 2020-R-017

APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND MISFITS CONSTRUCTION COMPANY FOR THE STREAMBANK STABILIZATION PROJECT

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Misfits Construction Company, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**, subject to review and revision as to form by the Village Attorney.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 18th day of February, 2020, by the Corporate Authorities of the Village of Tinley

Park on a roll call vote as follows:

AYES: Berg, Brady, Brennan, Galante, Glotz, Mueller

NAYS: None

ABSENT: None

APPROVED this 18th day of February, 2020, by the President of the Village of Tinley Park.



Village President Pro Tem

ATTEST:



Village Clerk

EXHIBIT 1

RESOLUTION NO. 2020-R-017

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND MISFITS CONSTRUCTION COMPANY FOR THE STREAMBANK STABILIZATION
PROJECT**

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-017, “A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND MISFITS CONSTRUCTION COMPANY FOR THE STREAMBANK STABILIZATION PROJECT,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 18, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of February, 2020.


KRISTIN A. THIRION, VILLAGE CLERK

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, a Illinois home-rule municipal corporation (the "Village"), and **Misfits Construction Company** (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Nine hundred eighty-four thousand and 00/100 Dollars (\$984,000.00)**. Within **thirty (30)** calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
On or before August 15, 2020
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and

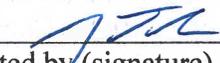
12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Misfits Construction Company
Name of Contractor (please print)

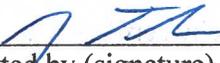

Submitted by (signature)

President
Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Misfits Construction Company
Name of Contractor (please print)


Submitted by (signature)

President
Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Misfits Construction Company
Name of Contractor (please print)


Submitted by (signature)

President
Title

Exhibit A

SCOPE OF SERVICES

As stated and detailed in the Formal Contract Proposal for Streambank Stabilization Project on Midlothian Creek, Little Calumet River Watershed.

Bid opening date of Wednesday, October 2, 2019 and signed October 9, 2019.



Formal Contract Proposal for

**Streambank Stabilization Project on Midlothian Creek,
Little Calumet River Watershed**

Bid Opening Date:Wednesday, October 2, 2019 at 10:00am
Bid Opening Location:Tinley Park Village Hall
Bid Deposit: 10% of the Amount of Bid
Performance Bond:..... 100% of the Amount of Bid

Submit Bids to:

Village Clerk
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
(708) 444-5000

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Tinley Park and any successful Bidder. Do not detach any portion of this document. Invalidation could result.



Expires
4/30/19

Proposal Submitted By:

NETTLE CREEK NURSERY, INC.
Contractor's Name
320 OTTAWA ST.
Street
MORRIS IL 60450
City State Zip Code

Schedule of Prices

Lump Sum Cost Submittal Form

Cost Proposal A:

This Cost shall include the all Work, Materials, Labor, etc. required to complete the Construction Access, Site Preparation, Sedimentation and Erosion Control; as well as Demolition Phase of the Project (Sheets C-101, C-102, L-101 & L-102). These Costs shall also include the Work required to set up, complete, maintain, update and remove any Traffic Control necessary in this section for the Project (Sheet C-701), the Work required for the Tree and Planting Requirements for this portion of the Project (Sheet L-601) **and the \$30,000.00 Sinkhole Remediation and Construction or Demolition & Soil Contamination Allowance item:**

\$ 406,000.00

Cost Proposal B:

This Cost shall include the Work required to complete the Streambank Stabilization and Creek Improvement portions of the Project (Sheet C-103, C-301, C-501, C-502, C-503, C-504, C-505, C-601; except the Scott Court Ditch/Bank Stabilization Improvements). These Costs shall also include the Work required to set up, complete, maintain, update and remove any Traffic Control necessary in these sections for the Project (Sheet C-701) and the Work required for the Tree and Planting Requirements for these areas (Sheet L-601):

a. Sta: 10+00-10+99.99	\$ <u>98,000.00</u>
b. Sta: 11+00-11+99.99	\$ <u>98,000.00</u>
c. Sta: 12+00-12+99.99	\$ <u>98,000.00</u>
d. Sta: 13+00-13+99.99	\$ <u>98,000.00</u>
e. Sta: 14+00-14+90.02	\$ <u>98,000.00</u>

Cost Proposal C:

This Cost shall include the Work required to complete the Streambank Stabilization and Creek Improvement portions for the Scott Court Ditch/Bank Stabilization Improvements. This Cost shall also include the Work required to set up, complete, maintain, update and remove any Traffic Control necessary in this section for the Project along with the Work required for any Tree and Planting Requirements in this area:

\$ 186,000.00

Sinkhole Remediation & Construction/Demolition

Debris & Soil Contamination Allowance Item:

\$ 30,000.00

Overall Project Total (Cost Proposal B+C and Allowance Item: \$ 706,000.00

***NOTE: As stated in the Special Provisions, the Maintenance Period for this project is for one (1) year, not three (3) years as stated on Sheet L-701 of the Plans.**



Formal Contract Proposal for

**Streambank Stabilization Project on Midlothian Creek,
Little Calumet River Watershed**

Bid Opening Date:Wednesday, October 2, 2019 at 10:00am
Bid Opening Location:Tinley Park Village Hall
Bid Deposit:10% of the Amount of Bid
Performance Bond:100% of the Amount of Bid

Submit Bids to:

Village Clerk
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
(708) 444-5000

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Tinley Park and any successful Bidder. Do not detach any portion of this document. Invalidation could result.



Expires
11/30/19

Proposal Submitted By:

Misfits Construction Company

Contractor's Name

233 South Wacker Drive, Suite 8400

Street

Chicago

IL

60606

City

State

Zip Code

Schedule of Prices

Lump Sum Cost Submittal Form

Cost Proposal A:

This Cost shall include the all Work, Materials, Labor, etc. required to complete the Construction Access, Site Preparation, Sedimentation and Erosion Control; as well as Demolition Phase of the Project (Sheets C-101, C-102, L-101 & L-102). These Costs shall also include the Work required to set up, complete, maintain, update and remove any Traffic Control necessary in this section for the Project (Sheet C-701), the Work required for the Tree and Planting Requirements for this portion of the Project (Sheet L-601) **and the \$30,000.00 Sinkhole Remediation and Construction or Demolition & Soil Contamination Allowance item:**

\$ 324,000.00

Cost Proposal B:

This Cost shall include the Work required to complete the Streambank Stabilization and Creek Improvement portions of the Project (Sheet C-103, C-301, C-501, C-502, C-503, C-504, C-505, C-601; except the Scott Court Ditch/Bank Stabilization Improvements). These Costs shall also include the Work required to set up, complete, maintain, update and remove any Traffic Control necessary in these sections for the Project (Sheet C-701) and the Work required for the Tree and Planting Requirements for these areas (Sheet L-601):

a. Sta: 10+00-10+99.99	\$ <u>100,000.00</u>
b. Sta: 11+00-11+99.99	\$ <u>100,000.00</u>
c. Sta: 12+00-12+99.99	\$ <u>100,000.00</u>
d. Sta: 13+00-13+99.99	\$ <u>50,000.00</u>
e. Sta: 14+00-14+90.02	\$ <u>75,000.00</u>

Cost Proposal C:

This Cost shall include the Work required to complete the Streambank Stabilization and Creek Improvement portions for the Scott Court Ditch/Bank Stabilization Improvements. This Cost shall also include the Work required to set up, complete, maintain, update and remove any Traffic Control necessary in this section for the Project along with the Work required for any Tree and Planting Requirements in this area:

\$ 205,000.00

Sinkhole Remediation & Construction/Demolition

Debris & Soil Contamination Allowance Item: \$ 30,000.00

Overall Project Total (Cost Proposal B+C and Allowance Item: \$ 984,000.00

***NOTE: As stated in the Special Provisions, the Maintenance Period for this project is for one (1) year, not three (3) years as stated on Sheet L-701 of the Plans.**



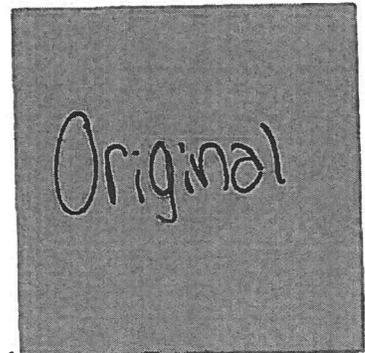
Formal Contract Proposal for

**Streambank Stabilization Project on Midlothian Creek,
Little Calumet River Watershed**

Bid Opening Date:Wednesday, October 2, 2019 at 10:00am
Bid Opening Location: Tinley Park Village Hall
Bid Deposit: 10% of the Amount of Bid
Performance Bond: 100% of the Amount of Bid

Submit Bids to:

Village Clerk
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
(708) 444-5000



Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Tinley Park and any successful Bidder. Do not detach any portion of this document. Invalidation could result.



Expires
11/30/19

Proposal Submitted By:

Foundation Mechanics LLC

Contractor's Name

2860 South River Road, Suite 120

Street

Des Plaines

City

IL

State

60018

Zip Code

Schedule of Prices

Lump Sum Cost Submittal Form

Cost Proposal A:

This Cost shall include the all Work, Materials, Labor, etc. required to complete the Construction Access, Site Preparation, Sedimentation and Erosion Control; as well as Demolition Phase of the Project (Sheets C-101, C-102, L-101 & L-102). These Costs shall also include the Work required to set up, complete, maintain, update and remove any Traffic Control necessary in this section for the Project (Sheet C-701), the Work required for the Tree and Planting Requirements for this portion of the Project (Sheet L-601) **and the \$30,000.00 Sinkhole Remediation and Construction or Demolition & Soil Contamination Allowance item:**

\$ 1,295,000.00

Cost Proposal B:

This Cost shall include the Work required to complete the Streambank Stabilization and Creek Improvement portions of the Project (Sheet C-103, C-301, C-501, C-502, C-503, C-504, C-505, C-601; except the Scott Court Ditch/Bank Stabilization Improvements). These Costs shall also include the Work required to set up, complete, maintain, update and remove any Traffic Control necessary in these sections for the Project (Sheet C-701) and the Work required for the Tree and Planting Requirements for these areas (Sheet L-601):

a. Sta: 10+00-10+99.99	\$ <u>500,000.00</u>
b. Sta: 11+00-11+99.99	\$ <u>250,000.00</u>
c. Sta: 12+00-12+99.99	\$ <u>200,000.00</u>
d. Sta: 13+00-13+99.99	\$ <u>150,000.00</u>
e. Sta: 14+00-14+90.02	\$ <u>150,000.00</u>

Cost Proposal C:

This Cost shall include the Work required to complete the Streambank Stabilization and Creek Improvement portions for the Scott Court Ditch/Bank Stabilization Improvements. This Cost shall also include the Work required to set up, complete, maintain, update and remove any Traffic Control necessary in this section for the Project along with the Work required for any Tree and Planting Requirements in this area:

\$ 260,000.00

Sinkhole Remediation & Construction/Demolition

Debris & Soil Contamination Allowance Item: \$ 30,000.00

Overall Project Total (Cost Proposal B+C and Allowance Item: \$ 1,540,000.00

***NOTE: As stated in the Special Provisions, the Maintenance Period for this project is for one (1) year, not three (3) years as stated on Sheet L-701 of the Plans.**

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Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

Exhibit B - Insurance Requirements

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

Name of Person or Organization:

All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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

(1) 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 site 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 part of the same project.

a. Primary Insurance

This insurance is primary and non-contributory except when b. below applies.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

- (1) That is Fire, Extended Coverage, Builders Risk, Installation Risk, or similar coverage for your work;
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A.
- (4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other defends, we will undertake to do so, but we will be entitled to the other insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductibles and self-insured amounts under all that other insurance.

We will share the remaining loss, if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of Insurance shown in the declarations of this Coverage Part.

M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 6. Representations, the following is added:

- d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

N. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 8. Transfer Of Rights Of Recovery Against Others To Us is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights.

O. LIBERALIZATION

If we adopt a change in our forms or rules which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage's as of the date the broadened coverage is effective in your state.

P. DEFINITIONS

Under SECTION V - DEFINITIONS, item 3. is deleted and replaced with the following:

- 3. "Bodily Injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Under SECTION V - DEFINITIONS, item 9. is deleted and replaced with the following:

- 9. "Insured Contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State

Description

IL

Any party with whom the insured agrees to waive subrogation in a written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: **BNUWC0131820**

Endorsement No.:

Insured Name: Misfits Construction Company

Premium:

Insurance Company: Carolina Casualty Insurance Company



Countersigned by

WC 00 03 13

(Ed. 4-84)

AGREEMENT

THIS AGREEMENT is entered into on the date stated below by and between the Village of Tinley Park, an Illinois Municipal Corporation (hereinafter "Village") and Misfits Construction Company, (hereinafter "Contractor").

In consideration of the mutual promises of the parties set forth in the Contract Documents, the Contractor agrees to timely perform all work, furnish all labor and materials necessary for the proper completion of the work for the sum of \$ 984,000.00; and the Village agrees to pay for the work as set forth in the Contract Documents. The Contractor further agrees to comply with the provisions of the Prevailing Wage Act (820 ILCOS 130111 eq seq.).

The Contract Documents shall consist of the following documents as prepared by the Village Engineer dated September 16, 2019, which are hereby made part of this Agreement as if recited at length herein for **Midlothian Creek - Streambank Stabilization Project**

1. **Legal Notice to Bidders**
2. **Instructions to Bidders**
3. **General and Special Conditions**
4. **Specifications and Drawings**
5. **Proposal Schedule (consistent with Contract Documents)**
6. **Affidavits**
7. **Performance Bond and Payment Bond**
8. **Addendum 01, 02, and _____.**

IN WITNESS WHEREOF, the Village and the Contractor, by their duly authorized representatives have hereunto set their hands this _____ day of _____, 2020.

**VILLAGE OF TINLEY PARK,
Municipal Corporation,**

By: 

Michael W. Glotz
Print Name: ~~Jacob Vandenberg~~

Title: Village President Pro Tem

Attests to: _____

Print Name: Kristin Thirion

Title: Village Clerk

Approved as to form
Print Name: _____

Title: _____

Print name of
Contractor Misfits Construction Company

By: 

Print Name: John Thomas

Title: President



CONTRACT AND DOCUMENT APPROVAL CHECKLIST

Ordinance/Resolution No: _____

Exhibits Attached: Yes _____ No _____

Contracting Party/Vendor: _____

Contracting Party Address: _____

Contact Name: _____

Bid Opening Date (If applicable): _____

Mylar (Rcvd by Clerk's Office): Y / N - Date Sent for Recording: _____ Date Recorded: _____

Certificates of Insurance Received: Yes _____ No _____

Contract Expiration: No _____ Yes _____ Date: _____

Signature of Contracting Party received: Yes _____ Date: _____

Staff Review Date: _____ Approved Via: _____ By: _____

Attorney Review: Date: _____ Approved Via: _____ By: _____

Village Manager Review: Date: _____ Approved Via: _____ By: _____

Committee Review Date: _____ Committee Type: _____

Committee Approval Date: _____ Committee Type: _____

Village Board Meeting: Date: _____

Village Board Approval: Date: _____ Approved: _____ Denied: _____

Notes: