

**AGREEMENT BETWEEN THE VILLAGE OF STICKNEY AND ALL STAR
GENERAL CONTRACTING, INC.**

THIS AGREEMENT (“Agreement”) by and between the Village of Stickney, an Illinois Municipal Corporation (the “Village”), and All Star General Contracting, Inc., an Illinois company, (“Contractor”) is entered into on or about the 4th of February, 2025 (“Effective Date”) (The Village and Contractor may be referred to individually as a “Party” or collectively as the “Parties.”). In consideration of the mutual covenants and agreements contained herein and in the Agreement, the sufficiency of which is hereby acknowledged, no further consideration being necessary, the Parties hereby agree as follows:

W I T N E S S E T H

WHEREAS, the Contractor has submitted a Proposal (the “Proposal”) to the Village to provide roofing services for the property located at 6511 Pershing Road as more fully set forth in the attached Proposal (the “Work”), a copy of which is attached hereto and incorporated herein as is fully set forth as Exhibit “A,”; and

WHEREAS, the Contractor warrants and represents that it is an Illinois corporation in good standing, that it is not in bankruptcy, that it is solvent, that it is in the aforesaid business of general contractor roofing work; and

WHEREAS, the Village wishes to retain the Contractor to perform the Work described in the Proposal and as further described herein; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, including but not limited to remuneration to be paid to the Contractor by the Village, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The above stated recitals set forth above are full, true and correct and are hereby incorporated into this Agreement as if fully restated herein.

2. **Agreement.** The Village hereby contracts with Contractor to perform the Work, in accordance with the terms of this Agreement and the Contract Documents, as defined herein.

3. **Exhibits and Contract Documents.** All Exhibits and Contract Documents referred to herein are expressly incorporated herein and made a part hereof. The Contract Documents consist of (1) this Agreement; (2) Proposal attached hereto as Exhibit A. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent as applied to Contractor shall apply.

4. **Contract Sum and Payments.**

(A) The Village agrees to pay the fixed sum of (the “Contract Sum”) to the

\$22,700.00 the final acceptance of the Work by the Village, and after Contractor has met the requirements for final payment set forth herein.

(B) Following completion of the Work, Contractor shall furnish the Village the following documents: final lien waivers from (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials for the Work; and (iii) all suppliers that furnished materials in connection with the Work; all of which shall be signed and notarized and such additional documentation and/or information requested by the Village relative to said payment.

(C) It shall be a condition precedent to final payment required by the Village hereunder, that the Village has determined that the Work being invoiced is free from any defects and has been completed in strict accordance with the terms and conditions herein and shall meet all manufacturer specifications. The Village shall deduct from the final payment hereunder, amounts as determined for incomplete Work, and any required restoration work, and for any unsettled claims.

(D) It shall also be a condition precedent to any payment hereunder that Contractor must complete and submit certified payrolls to the Village covering all payouts in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) (the "Certified Payrolls"). The Village will not process or release any payments prior to receiving the Certified Payrolls relative to each applicable pay application. The Contractor shall be required to comply with all reporting requirements for Prevailing Wage Work associated with this Project.

(E) Notwithstanding the foregoing, in no event shall the Village's acceptance of the Work, Contractor's Payment Request Documentation, and/or any Certification and/or the Village's payments to Contractor be deemed a waiver, express or implied, of any warranties and/or guaranties required under the Contract Documents.

(F) In the event the Contractor or the Village is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Village, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (b) continue to hold said disputed sum until the lawsuit has been full adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Village. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Village with an indemnification agreement and an additional mechanic's lien bond in form approved by the Village issued by a surety company acceptable to the Village.

5. **Change Orders.** Notwithstanding any provisions herein to the contrary, where proposed changes to the Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Contractor. It shall be a condition precedent to the acceptance of any Change Order or any series of Change Orders that the Village shall have first approved such

written Change Order(s) in writing.

6. **Insurance.** Contractor shall procure, at Contractor's sole cost and expense, and shall maintain in full force and effect at all times, a policy or policies reasonably insuring against liability arising out of or occurring in connection with any of the actions or services provided by Contractor pursuant to this Agreement, or in any way related to, resulting from or arising out of this Agreement, the Work or scheduled maintenance occurring thereafter, including Workers Compensation, Automobile, General and Professional Liability Insurance policies and any other insurance policy deemed necessary by the Village, during the entire term of the Agreement in a minimum amount of ONE MILLION AND NO/100 U.S. DOLLARS (\$1,000,000.00) FOR EACH OCCURRENCE AND TWO MILLION AND NO/100 U.S. DOLLARS (\$2,000,000.00) IN THE AGGREGATE; and Property Damage coverage of NOT LESS THAN ONE MILLION AND NO/100 U.S. DOLLARS (\$1,000,000.00). Specifically as to Workers' Compensation insurance, Contractor shall carry at least the Illinois minimum statutory amount. Contractor shall name the Village under the abovementioned insurance policy or policies as additional insureds as follows: "ADDITIONAL INSURED: the Village of Stickney, and its officials, commissioners, executives, employees, consultants, attorneys, agents, volunteers, and representatives, which shall be primary and noncontributory Additional Insured's with respect to the general liability, auto liability, umbrella coverage's and other coverage's specified above." Said insurance policy shall stipulate that the insurance afforded shall be primary insurance and that any insurance carried by the Village, or by its or agents or employees shall be excess and not contributory insurance to that provided by Contractor. Prior to performing any work, Contractor shall furnish to the Village a certificate or certificates of insurance indicating that the coverage is in effect and said insurance shall remain in effect during all periods during which this Agreement is in effect, and any time Contractor is to perform pursuant to the Agreement.

7. **Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify and pay the full costs and expenses of any claim, action or proceeding against the Village, and shall hold harmless the Village, and its officials, commissioners, executives, volunteers, attorneys, agents, officers, directors, attorneys, and employees from and against any and all claims, actions, lawsuits or other proceedings, damages, losses, and expenses (including attorney fees) arising out of or related to any act, action, inaction, allegation or omission of Contractor, its subcontractors or material suppliers or anyone else employed by Contractor, including but not limited to damages for a breach of this Agreement, regardless whether or not such claim, action, proceeding, damage, loss, or expense is caused in whole or in part by a party indemnified hereunder, provided however, that no party shall be indemnified for its own negligence. The obligation to indemnify shall not be construed to negate, waive, or reduce any other rights or obligations of indemnity which would otherwise exist nor bar any action against Contractor. As to any instance where the Village is named a party in any legal proceeding, the Village reserves the right in its sole discretion to select legal counsel to provide such representation so long as there is no conflict of interest in such representation.

8. **Non-Binding to Others.** Contractor has no right or authority to commit, bind or obligate the Village contractually or otherwise to any liability or agreement or to cause the Village to incur any obligation to any third party.

9. **Labor and Materials.** In addition to the those provisions set forth in the Proposal, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor shall enforce strict discipline and good order among the Contractor's employees, agents, subcontractors, independent contractors and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

10. **Material and Equipment Inspection and Responsibility.** Materials and Equipment, the style, make or quality of which is specifically designated, shall be as specified in the Proposal. Should any substitution of material or item of equipment or apparatus be made, the Village's written approval must be obtained prior to installation which the Village may withhold in its sole and absolute discretion.

11. **Compliance with Laws.** All goods, equipment, materials, and all labor furnished by Contractor and subcontractors of every tier shall comply with all applicable federal, state and local laws, regulations, rules, ordinances, statutes and codes relative thereto including, but not limited to, all safety related regulations as required by the Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, Illinois Department of Labor (IDOL), United States Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental Laws (defined below), and all applicable Cook County and/or Village of Cicero, Illinois Building Codes (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village, and their respective officials, officers, employees, volunteers, directors, agents, invitees from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Work. This obligation shall survive the expiration and/or termination of this Agreement.

12. **Remedies.** In addition to any and all other rights the Parties may have available according to law, if a Party defaults by failing to substantially perform any provision, term or condition of this Contract, the other Party may terminate the Contract by providing written notice to the defaulting Party. This notice shall describe with sufficient detail the nature of the default. The Party receiving such notice shall have fifteen (15) days from the date of such notice to cure said default. Unless waived by the Party providing notice, failure to cure the default(s) within such time period shall result in the automatic termination of the Contract. In addition to all other rights and remedies whether expressed herein or not, the Village, at any time and with or without cause, may in its sole and exclusive discretion direct Contractor to stop work immediately pertaining to this Agreement following one-day written notice and terminate the Agreement; in the event the Village stops the work being performed by Contractor, then the Village shall be liable to Contractor only for the work that had been performed to the date of work stoppage.

13. **Relationship of the Parties.**

A. It is understood, acknowledged and agreed by the Parties that the relationship of the Contractor to the Village arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of the Village, and therefore is not entitled to any benefits provided to employees of the Village. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Village for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of the Village. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Village, Contractor shall use its best efforts to correct such belief.

B. Contractor shall at all times have sole control over the manner, means and methods of performing the Work required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted for results. The Village shall not have any control over, change of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Property and all other persons who may be affected thereby.

14. **Delays in Work.** Notwithstanding all provisions herein to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the Work. The Contractor's sole remedy for delay shall be an extension of time.

If the Contractor, but for a delay not within the Contractor's control, would have completed the Work prior to the project completion date, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

15. **Notice.** Any notice which is required or permitted under this Agreement shall be in writing and deemed given when (a) actually delivered on the same day if delivered by private messenger service, (b) actually delivered on the same business day if delivered by facsimile or telecopier before five o'clock PM Central Time (5:00 PM, CT), (c) upon receipt following mailing via first class USPS certified or registered mail, return receipt requested, postage prepaid, or (d) the next business day if delivered by professional overnight delivery service (Federal Express, DHL, etc.) with shipping fees prepaid, addressed to the Party to which notice is directed at its address as set forth below, or to such other address as may be specified from time to time by either Party in writing:

To the Village: Village of Stickney
6533 W. Pershing Rd
Stickney, Illinois 60402
Attention: Mayor's Office

With a copy to: Del Galdo Law Group, LLC
1441 South Harlem Avenue
Berwyn, Illinois 60402
Attention: Michael T. Del
Galdo
Facsimile: 708-222-7001

To the Contractor:

16. **Governing Law.** This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of Cook County, Illinois.

17. **Attorney's Fees.** Should either Party employ an attorney or attorneys to enforce any of the provisions hereof, to recover damages for the breach of the Contract, or otherwise bring suit or grievance against the other Party as related to or resulting from the Contract, the non-prevailing Party shall pay to the prevailing Party all reasonable costs, damages and expenses, including attorneys' fees, expended or incurred in connection therewith.

18. **Counterparts.** Each and every signatory to this Contract has the power and authority to so execute this Contract and so bind the party to be charged. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall be deemed one Contract.

19. **Severability.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed and enforced as so limited.

20. **No Waiver of Immunities and/or Privileges.** Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village, and/or any of its respective officials, officers, employees, volunteers and/or agents as to any liability whatsoever, and all such immunities and privileges are expressly reserved.

21. **Amendment.** This Contract may only be modified or amended in writing, provided such writing is signed by both Parties to this Contract.

22. **Illinois Prevailing Wage Act**

A. All laborers and mechanics employed by Contractor and by any subcontractor(s) on Work shall be paid wages (hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act (820 ILCS 130/01 et seq.) (the “Act”) (hereinafter “Prevailing Wages”). Contractor and all subcontractor(s) shall comply with all regulations issued pursuant to the Acts and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling.

B. The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of Prevailing Wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the Prevailing Wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of Prevailing Wages. Any increase in costs to the Contractor due to changes in the Prevailing Wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Village. Any change orders shall be computed using the Prevailing Wages applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required by applicable federal and state law (with the most stringent requirements controlling), reporting all necessary information, and shall be solely liable for paying the difference between Prevailing Wages and any wages actually received by laborers, workmen and/or mechanics engaged in the work and for ensuring strict compliance with the requirements of the above mentioned Acts, including but not limited to providing certified payrolls to the Village in accordance with said applicable law (i.e., the most stringent requirements).

23. **Permits, Fees, and Licenses.** Contractor shall secure and pay for any and all permits, licenses, and governmental fees, taxes, and/or inspections from any federal, state and/or local government and/or agency or body thereof that may be necessary, if any, for the Work. Additionally, Contractor shall ensure that any of its subcontractors receive the proper permits necessary to perform the Work.

24. **Lien Waivers.** Following completion of the Work, Contractor shall furnish the Village the following documents: final lien waivers from (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials for the Work; and (iii) all suppliers that furnished materials in connection with the Work; all of which shall be signed and notarized and such additional documentation and/or information requested by the Village relative to said payment.

25. **Contractor Certifications**

A. As Required Under Article 33E, “Public Contracts,” of the Criminal Code of 1961 (720 ILCS 5/33E-1 through 5/33E-13) Contractor hereby certifies that Contractor is not barred from bidding on this Agreement as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-rotating) of Article 33E of Act 5 “Criminal Code of 1961,” as amended.

B. As required by 775 ILCS 5/2-105(A)(4), Contractor certifies that it maintains a written sexual harassment policy which defines the illegality of sexual harassment under State law; describes sexual harassment, utilizing examples; provides a vendor's internal complaint process including penalties; includes legal recourse, investigative and complaint process through the Department of Human Rights and the Human Rights Commission and protects against retaliation.

C. Pursuant to 30 ILCS 580/1, *et seq.* ("Drug-Free Workplace Act"), the undersigned Contractor hereby certifies to the Owner that it will provide a drug-free workplace by:

1. Publishing a statement:

a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited on the Owner's property and in the 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 contract or grant, the employee will:

(1) abide by the terms of the statement; and

(2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

2. Establishing a drug-free awareness program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the Contractor's policy of maintaining a drug-free workplace;

3) any available drug counseling, rehabilitation, and employee assistance program; and

4) the penalties that may be imposed upon employees for drug violations.

3. Making it a requirement to give a copy of the statement required by subsection A to each employee engaged in the performance of the contract or grant, and to post the statement in a prominent place in the workplace.

4. Notifying the Owner within 10 days after receiving notice under subparagraph (b) of paragraph (3) of subsection A from an employee or otherwise receiving actual notice of such conviction.

5. 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.

6. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

26. **Equal Opportunity Compliance.** Contract agrees to provide Equal Opportunity to all persons and small businesses, without discrimination as to race, color, creed, religion, national origin, sex, marital status, age, and status with regard to public assistance or disability.

27. **Exhibits and Contract Documents.** All Exhibits and Contract Documents referred to herein are expressly incorporated herein and made a part hereof as though fully set forth herein.

28. **ADVICE OF COUNSEL.** EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS CONTRACT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS CONTRACT. THIS CONTRACT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

IN WITNESS WHEREOF, the VILLAGE OF STICKNEY and THE CONTRACTOR have caused this Agreement to be executed by their duly authorized representatives.

HEREBY ACCEPTED AND AGREED:

ALL STAR GENERAL CONTRACTING, INC.

By:

Its: _____

Date: _____

VILLAGE OF STICKNEY

By:

Its:

Date: _____

EXHIBIT A