

RESOLUTION NO. _____

A RESOLUTION APPROVING A CUSTOMER WORK AGREEMENT BY AND BETWEEN THE CITY OF CREST HILL AND THE STATE OF ILLINOIS CAPITAL DEVELOPMENT BOARD FOR THE DESIGN AND CONTRUCTION OF A NEW WATER MAIN EXTENSION FROM CREST HILL WELL NUMBER 11 EAST ALONG DIVISION STREET TO THE ILLINOIS STATE POLICE DISTRICT 5 HEADQUARTERS AND THE NEW ILLINOIS STATE POLICE CRIME LAB

WHEREAS, the Corporate Authorities of the City of Crest Hill, Will County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to the City's government and affairs and protect the public health and, safety, and welfare of its citizens; and

WHEREAS, pursuant to Section 2-2-12 of the Illinois Municipal Code (65 ILCS 5/2-2-12), the City Council possesses the authority to enter into contracts that serve the legitimate corporate purposes of the City; and

WHEREAS, the State of Illinois, through the Illinois Capital Development Board, has undertaken the construction of a new Illinois State Police Crime Lab at or near 19422 and 19444 Division Street in the City of Crest Hill; and

WHEREAS, the Illinois State Police, through the Capital Development Board, has requested that the City of Crest Hill extend its existing water main east along Division Street to the existing Illinois State Police District 5 Headquarters and the new Illinois State Police Crime Lab so these State of Illinois facilities can be directly provided with City of Crest Hill water; and

WHEREAS, the City of Crest Hill has indicated its willingness to design and construct the water main extension at the sole cost and expense of the Capital Development Board with the the City of Crest Hill retaining sole ownership and maintenance responsibilities for the water main and associated structures; and

WHEREAS, the City of Crest Hill and the Capital Development Board have negotiated a Customer Work Agreement which outlines the terms and conditions upon which the City of Crest Hill will extend its existing water main east along Division Street from Well No. 11 to the existing Illinois State Police District 5 Headquarters and the new Illinois State Police Crime Lab, a copy of which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the City Council has reviewed Exhibit A and determined that the conditions, terms, and provisions are fair, reasonable, and acceptable to the City and should be approved.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crest Hill, Illinois, pursuant to its statutory authority, as follows:

SECTION 1: PREAMBLE. The City Council hereby finds that all the recitals contained in the preamble to this Resolution are true, correct and complete and are hereby incorporated by reference hereto and made part hereof.

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of the Customer Work Agreement attached hereto as Exhibit A are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Customer Work Agreement and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with the Capital Development Board to extend the City of Crest Hill's water main from Well No. 11 east along Division Street to the existing Illinois State Police District 5 Headquarters and the new Illinois State Police Crime Lab, conditioned upon the Capital Development Board securing the necessary utility and construction easements from the Illinois Department of Corrections.

SECTION 3: SEVERABILITY. If any section, paragraph, clause or provisions of this Resolution is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision of this Resolution.

SECTION 4: REPEALER. All ordinances, resolutions or orders, or parts thereof which conflict with the provisions of this Resolution, are to the extent of such conflict hereby repealed.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect immediately upon its passage and publication according to law.

[Intentionally Blank]

PASSED THIS 15TH DAY JUNE, 2026.

	Aye	Nay	Absent	Abstain
Alderman Scott Dyke	_____	_____	_____	_____
Alderman Angelo Deserio	_____	_____	_____	_____
Alderwoman Claudia Gazal	_____	_____	_____	_____
Alderman Darrell Jefferson	_____	_____	_____	_____
Alderperson Tina Oberlin	_____	_____	_____	_____
Alderman Mark Cipiti	_____	_____	_____	_____
Alderman Nate Albert	_____	_____	_____	_____
Alderman Joe Kubal	_____	_____	_____	_____
Mayor Raymond R. Soliman	_____	_____	_____	_____

APPROVED THIS 15TH DAY OF JUNE, 2026.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

(CUSTOMER WORK AGREEMENT WITH
CAPITAL DEVELOPMENT BOARD FOR
WATER MAIN EXTENSION TO ISP
DISTRICT 5 HEADQUARTERS AND NEW
ISP CRIME LAB WITH SECTIONS A, B,
AND C)

CUSTOMER WORK AGREEMENT DATE:

The City of Crest Hill, a Municipal Corporation ("the City") and State of Illinois, Capital Development Board ("Customer") agree that the City will furnish at the Customer's expense all labor and materials necessary to extend the City's existing water main from Crest Hill Well #11 east to the existing Illinois State Police District 5 Headquarters and new Illinois State Police Crime Lab (Customer's Premises) located at or near 16648 Broadway St., Lockport, 19422 Division St, 19444 Division St, Illinois as more further defined in Sections A, B, and C below and attached.

- Section A. Providing water service facilities to be owned and maintained by the City. See attached Section A, Scope of Water Main Extension.
- Section B. A sketch attached hereto is hereby made a part of this Agreement and expressly designates ownership of the facilities and location of work., See Section B.
- Section C. A detailed cost estimate of work and services being reimbursed by Customer to the City.

The Customer agrees to pay to the City the full amount needed to prepare design plans, and conveyance documents, to bid out per city requirements, to construct the new water main utility and costs associated with the inspection and documentation to ensure compliance with City requirements, as estimated in Exhibit C, which is estimated at \$1,800,000.00, but, final costs will be based on actual costs incurred by the City. The City will provide to the Customer documentation in the form of pay requests, invoices and proof of payment for reimbursement of work performed as outlined in Exhibit C. Reimbursement will be submitted on a monthly basis until work is completed and the full balance owed is paid.

Work will be performed by contractors, approved and awarded pursuant to the City's normal bidding procedures.

All water main and transmission equipment installed as part of the scope of work is and shall remain the property of the City.

FOR THE CITY:

FOR THE CUSTOMER

Submitted by:
City of Crest Hill

Accepted by:
State of Illinois
Capital Development Board

By: _____
(Signature)

By: _____
(Signature)

Name: Raymond R. Soliman

Name: _____

Title: Mayor

Title: Executive Director

Date: _____

Date: _____

By: _____

(Signature)

Name: _____

Title: _____

Date: _____

By: _____

(Signature)

Name: _____

Title: CFO

Date: _____

By: _____

(Signature)

Name: _____

Title: General Counsel

Date: _____

Approved By:

By: _____

(Signature)

Name: _____

Title: _____

Date: _____

City's Mailing Address:

20600 City Center Blvd.
Crest Hill, Illinois, 60403
Attention: City Administrator

Customer's Mailing Address:

Capital Development Board
3rd Floor, Stratton Building
401 S. Spring St.
Springfield, Illinois 62706
Attention: Dan Troglia
CDB Project No 291-000-018

Termination of Funding:

CDB's obligations shall cease immediately, without further payment being required, in any year for which the General Assembly of the State of Illinois or other legally applicable funding source fails to make an appropriation sufficient to pay such obligation

CERTIFICATIONS

LEGAL ABILITY TO CONTRACT: City certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

1.1. As part of each certification, City acknowledges and agrees that should City or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Illinois Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the City and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

1.2. City certifies it is not prohibited by federal agencies pursuant to a United States Department of Homeland Security Binding Operational Directive due to cybersecurity risks. 30 ILCS 500/25-90.

1.3.

1.4. certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.

- 1.5. City certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
- 1.6. City certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), *amended* by Pub. Act No. 97-0895 (August 3, 2012).
- 1.7. City certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has cured the delinquency within 7 calendar days from the bid date by satisfying the entire debt, entering into a deferred payment plan to pay the debt, or is actively disputing or seeking a resolution to the debt), and City and its affiliates acknowledge the State may declare the contract void if this certification is false or if City or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
- 1.8. City
- 1.9. City certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
- 1.10. City certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
- 1.11. City certifies it is not in violation of the “Revolving Door” provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- 1.12. City certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
- 1.13. City certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist’s costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500/50-38.

- 1.14. City certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
- 1.15. City certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
- 1.16. Drug Free Workplace
 - 4.20.1. If City employs 25 or more employees and this contract is worth more than \$5,000, City certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 4.20.2. If City is an individual and this contract is worth more than \$5,000, City certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
- 1.17. City certifies that neither City nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
- 1.18. City certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
- 1.19. City certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
- 1.20. City certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminating club." 775 ILCS 25/2.
- 1.21. City certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
- 1.22. City certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
- 1.23. City certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
- 1.24. City warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Citys and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

1.25. City certifies that information technology, including electronic information, software, systems and equipment developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.

1.26. City certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. City will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, City certifies as applicable:

City is not required to register as a business entity with the State Board of Elections.

or

City has registered with the State Board of Elections. As a registered business entity, City acknowledges a continuing duty to update the registration as required by the Act.

1.27. City certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States or Illinois. 30 ILCS 517.

1.28. City certifies that, for the duration of this contract it will:

- post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
- will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or its successor system; or
- is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and City is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).

CITY (show Company name and DBA)

Signature _____

Printed Name _____

Title _____ Date _____

Address _____

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: _____

Business Name: _____

Taxpayer Identification Number:
 Social Security Number _____
 or
 Employer Identification Number _____

Legal Status (check one):

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing classification) medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax) |
| | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> P = partnership |

Signature: _____

Date: _____

Section A

The scope of work will consist of the extension of the City's existing water main from the City's existing well no. 11 east to the existing Illinois State Police Facility. The new water main will be installed in a new 10-ft wide utility easement adjacent to the south right of way line of Division St. An additional 5-ft wide temporary construction easement will also be needed for construction of the new extended water main.

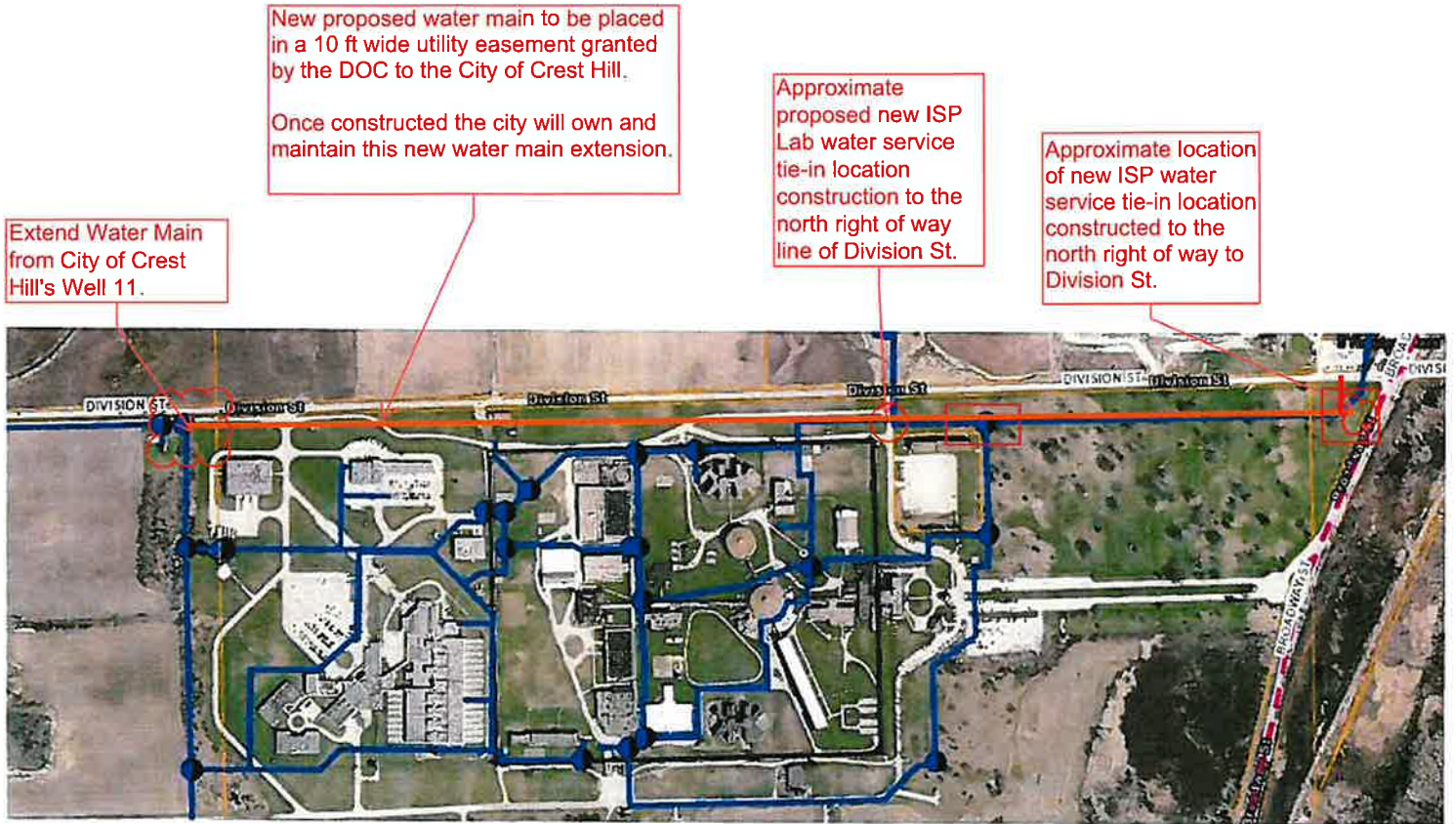
The work to extend the water main shall include furnishing and installing an 8-12-inch diameter water main. The final size of the water line is to be determined by the City of Crest Hill. The extended water line will include two new service taps for both the new State Crime Lab and the existing Illinois State Police Facility; valves and fire hydrants and the new main shall be installed according to city standards. The service lines will extend the new water main to the north right of way line. The installed water main shall be tested, disinfected, and commissioned in accordance with applicable standards and be owned by the City of Crest Hill.

The project shall include coordination with the City of Crest Hill, Capital Development Board and the Illinois Department of Corrections (DOC) for required easements and utility agreements along with cost contributions.

The responsibilities for completion of this work will be assigned accordingly, The City of Crest Hill through the use of consultants and the city attorney will be responsible for the preparation of easement documents, bid documents and plans, IEPA permits, construction, construction inspection and certification of the work.

Once the legal documents and exhibits are completed, they will be provided to the Capital Development Board to work with DOC to acquire the required permanent and temporary easements.

All costs related to survey, conveyance document preparation, design, construction engineering services and construction costs will be reimbursed to the City of Crest Hill based on actual costs.



Note:
 All required easements to be acquired by the State of Illinois Capital Development Board from the Department of Corrections.

CHARGES UNDER CUSTOMER WORK AGREEMENT

Section C (Project Cost Estimates)

Total Estimated Cost

Design Engineering	\$100,000.00
Survey Engineering	\$30,000.00
Conveyance Document Services (Attorney Prepared Documents)	\$25,000.00
Construction	\$1,500,000.00
Construction Engineering	\$125,000.00
Construction Testing	\$20,000.00
Estimated Total Project Costs	\$1,800,000.00