

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.

- [X] Section A. Providing water service facilities to be owned and maintained by the City. See attached Section A, Scope of Water Main Extension.
- [X] 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.
- [X] 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: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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  
3<sup>rd</sup> Floor, Stratton Building  
401 S. Spring St.  
Springfield, Illinois 62706  
Attention: Dan Troglia  
CDB Project No 291-000-018

**CHARGES UNDER CUSTOMER WORK AGREEMENT**

**Section C (Project Cost Estimates)**

**Total Estimated Cost**

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

### **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. 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.

- 1.4. 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.
- 1.5. 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).
- 1.6. 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.
- 1.7. 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.
- 1.8. 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.
- 1.9. City certifies it is not in violation of the “Revolving Door” provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- 1.10. 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.
- 1.11. 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.

- 1.12. 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.
- 1.13. 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.
- 1.14. 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.
- 1.15. 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.
- 1.16. 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.
- 1.17. 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.
- 1.18. 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.
- 1.19. 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.
- 1.20. 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.
- 1.21. 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.
- 1.22. 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 City 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.

1.23. 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](http://www.dhs.state.il.us/iitaa)) 30 ILCS 587.

1.24. 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.

1.25. 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.

1.26.  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: \_\_\_\_\_