

Agenda No. _____

Ordinance No. _____

CITY OF

Springfield ILLINOIS



CONTRACT BOOK

SECTION I -- INTRODUCTION
SECTION II -- INSTRUCTIONS TO BIDDERS
SECTION III -- SCOPE OF CONTRACT
SECTION IV -- TERMS & CONDITIONS

SECTION V: -- PRICING
SECTION VI: -- CERTIFICATIONS
SECTION VII: -- ADDENDA
SECTION VIII: -- CONTRACT

MISTY BUSCHER, MAYOR

CONTRACT INDEX NO: RFP UW27-02

CONTRACT NAME: Water Purification Plant

Activated Carbon Storage-Engineering Services

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____



CITY OF SPRINGFIELD, ILLINOIS
300 S. SEVENTH STREET,
ROOM #200
SPRINGFIELD, ILLINOIS 62701

SECTION I

1. INTRODUCTION

1.1 Summary

The City of Springfield, Illinois ("City") is accepting sealed bids for [RFP UW27-02 – Carbon Storage Capacity](#). Bids must be submitted via the City's Bid Portal by [Thursday, April 16, 2026](#), at 3:00 p.m. local time.

Department: [City Water Light & Power](#)

Bid Security: [N/A](#)

1.2 Background

Springfield, the capital city of Illinois and seat of Sangamon County, has a population of 114,394 as of the 2020 census. The city's economy is driven by government agencies, healthcare, and medicine, with historical significance as the home of Abraham Lincoln from 1837 to 1861. Key attractions include the Abraham Lincoln Presidential Library and Museum, Lincoln Home, Old State Capitol, Lincoln-Herndon Law Offices, Lincoln Tomb, and historic Route 66.

1.3 Contact Information

Purchasing Agent
300 S. Seventh Street
Springfield, IL 62701

Email: Purchasing@springfield.il.us
Phone: (217) 789-2191

1.4 Timeline

The following timeline is a guide for planning purposes. The City reserves the right to adjust as needed:

Bid Released: [March 17, 2026](#)

Pre-Bid Meeting: [N/A](#)

Pre-Bid Meeting/Site Visit: [N/A](#)

Pre-Bid Location: [N/A](#)

Questions Due to City: [April 6, 2026, 12:00 p.m.](#)

Response from City: [April 8, 2026, 4:30 p.m.](#)

Bids Due/Opening: [April 16, 2026, 3:00 p.m.](#)

SECTION II

2. INSTRUCTIONS TO BIDDERS

2.1 Vendor Registration

Prospective bidders must register as vendors on the City of Springfield website at: <https://www.springfield.il.us/Registration/Options.aspx>.

Registration enables receipt of bid opportunities and electronic submission of responses.

2.2 Retrieval of Bid/Proposal Documents

Bidders are responsible for accessing bid documents and addenda on the City's website: <https://www.springfield.il.us/departments/OBM/OBMHome.aspx?Purchasing>.

2.3 Submission of Bids/Proposals

Unless otherwise specified, bids must be submitted electronically via the City's website in PDF format. All required documents (addenda, certifications, insurances, guarantees, bonds, etc.) must be included and complete.

2.4 Pre-Bid Meeting Attendance

Some bids may require a pre-bid meeting, which could be mandatory or non-mandatory. For mandatory meetings, only attendees may submit bids. Meeting details will be posted on the City's website.

2.5 Questions

Submit questions in writing via the Question/Answer Tab on the City's website by the specified deadline. Include the relevant section title for clarity. Responses will be posted on the website with sufficient time for bid preparation.

2.6 Addenda

Addenda will be posted on the City's website. Bidders are responsible for incorporating all addenda into their submissions. Failure to acknowledge addenda does not relieve bidders of their obligations under the contract.

2.7 Withdrawal of Bid

Bids may be withdrawn via the City's website prior to opening. After opening, bids cannot be withdrawn for 90 days without the City's consent, except as permitted by regulation. Post-opening corrections or withdrawals require a written determination by the Purchasing Agent.

2.8 Rejection of Bids

The City reserves the right to reject any or all bids, waive technicalities, and accept the bid deemed in its best interest. Such decisions are final.

2.9 Bid Opening

Telephone, fax, email, or verbal offers will not be accepted. Bids will be publicly opened and read at the specified time. Late submissions will not be accepted.

SECTION III

3. SCOPE OF WORK

REQUEST FOR PROPOSALS WATER PURIFICATION PLANT ACTIVATED CARBON STORAGE ENGINEERING SERVICES

On behalf of the City of Springfield, Department of Public Utilities, City Water, Light, and Power (CWLP) hereby requests your proposals to provide **engineering, design, and related services** for a project to **increase activated carbon storage capacity** at the CWLP Water Purification Plant.

PROPOSED IMPROVEMENTS

The purpose of this project is to improve operational reliability, ensure adequate treatment capacity, and enhance resilience to changing water quality conditions and supply chain constraints. The Water Purification Plant provides potable water to approximately 152,000 residents and currently utilizes activated carbon as part of its treatment process to address taste and odor, organic compounds, and other regulated or emerging contaminants. Existing activated carbon storage capacity, approximately 60,000 gallons, is limited and may not adequately support current or future operational needs. CWLP intends to evaluate options and implement improvements to increase on-site storage in a manner that is safe, efficient, and compliant with applicable regulations.

In addition to increased carbon storage, CWLP intends to evaluate the design and installation of a new anhydrous ammonia storage tank and feed system. The new ammonia feed point would be located at the High Service Pump Station.

PROJECT OBJECTIVES

The objectives of this project include increasing on-site activated carbon storage capacity, improving reliability of treatment operations during high-demand periods, enhancing safety and efficiency of carbon handling and delivery, maintaining regulatory compliance with federal, state, and local requirements, and integrating new infrastructure with the existing treatment process.

The selected engineering firm will be expected to provide services that may include the following:

Project Initiation and Data Collection

- Project kickoff meeting with CWLP staff
- Review of existing drawings and operational data
- Site visit to assess current activated carbon storage, handling systems, and anhydrous ammonia storage and feed system

Alternatives Evaluation

- Evaluation of storage options for activated carbon
- Assessment of storage methods
- Preliminary sizing and layout concepts
- Comparative evaluation of capital costs, operational impacts, safety, and maintainability

Engineering Design

- Preliminary and final design of selected improvements
- Process, civil, structural, mechanical, electrical, and instrumentation design as required
- Preparation of construction drawings, technical specifications, and bid documents

Permitting and Regulatory Coordination

- Identification of required permits and approvals
- Preparation of technical documentation to support permitting
- Coordination with regulatory agencies as needed

Bidding and Construction Support

- Engineer's opinion of probable construction cost
- Assistance during bidding and contractor selection
- Review of shop drawings and submittals
- Construction-phase engineering support
- Startup and commissioning support, as requested

The Owner will require 30%, 60%, and 90% design review meetings to provide formal feedback on the implemented design concepts and plan/specification progress. Owner provided comments shall be incorporated into the design and presented to the group at the subsequent review meeting.

CONTACT

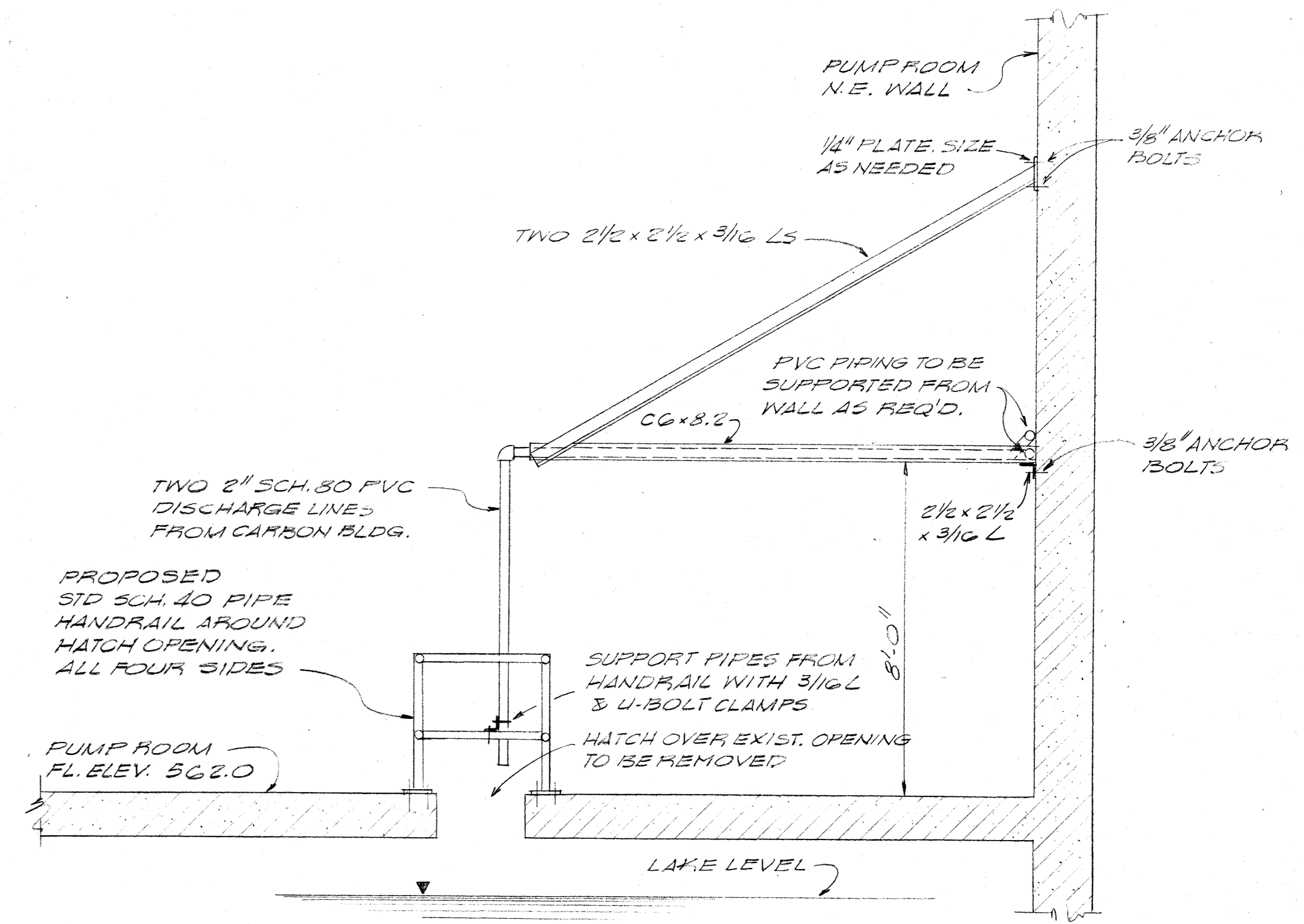
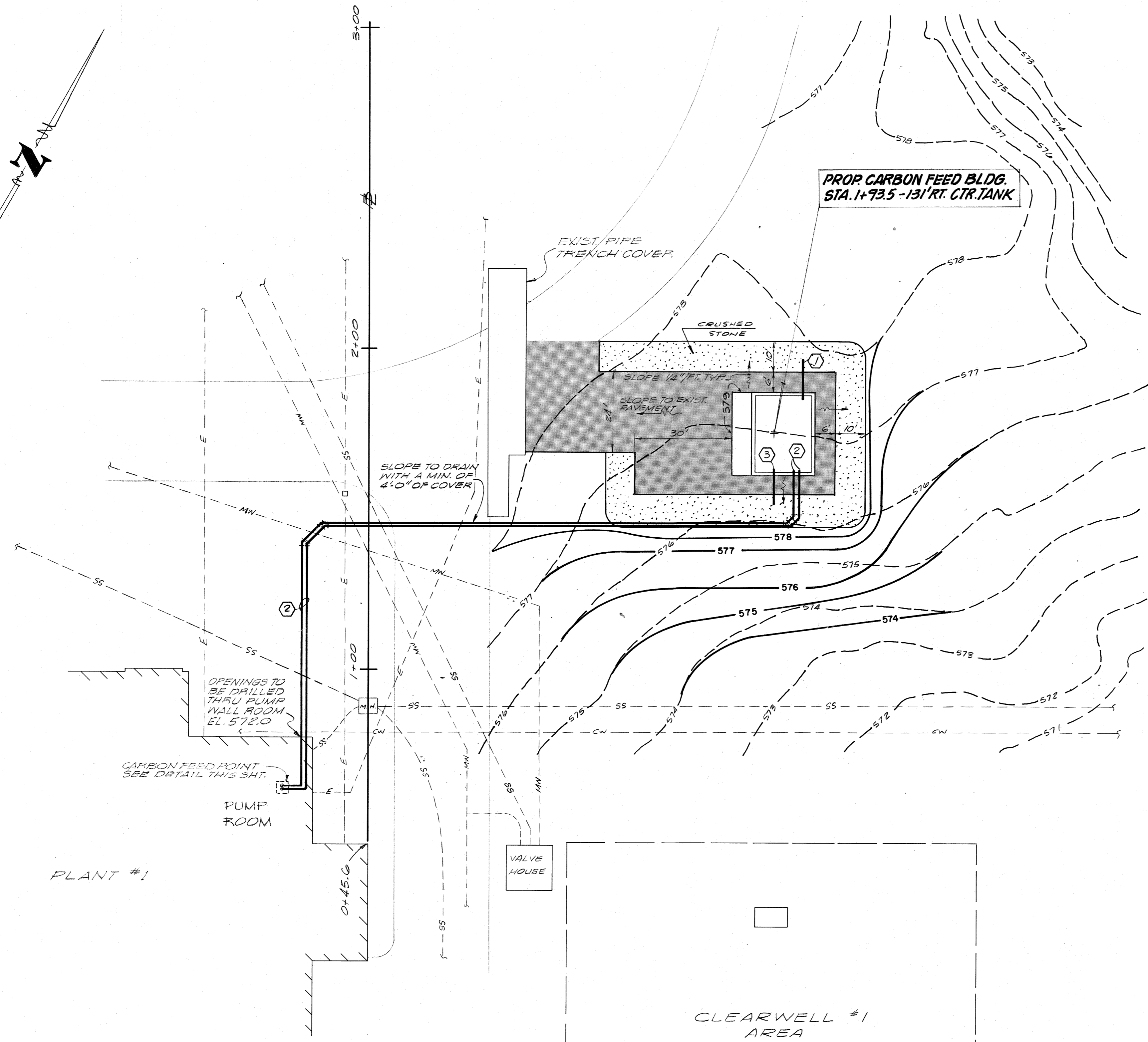
A prospective bidder, who is in doubt as the meaning of any part of the Contract Documents, or of any addenda, may submit to the Purchasing Agent a written request for interpretation.

Such requests shall be addressed to: Office of the Purchasing Agent
Email: Purchasing@Springfield.il.us
Phone: (217) 789-2191

Any necessary clarifications will be made in the form of a written addendum which will be issued to all potential bidders. Any questions or clarification requests must be received by the Office of the Purchasing Agent at least 10 days prior to the bid opening date.

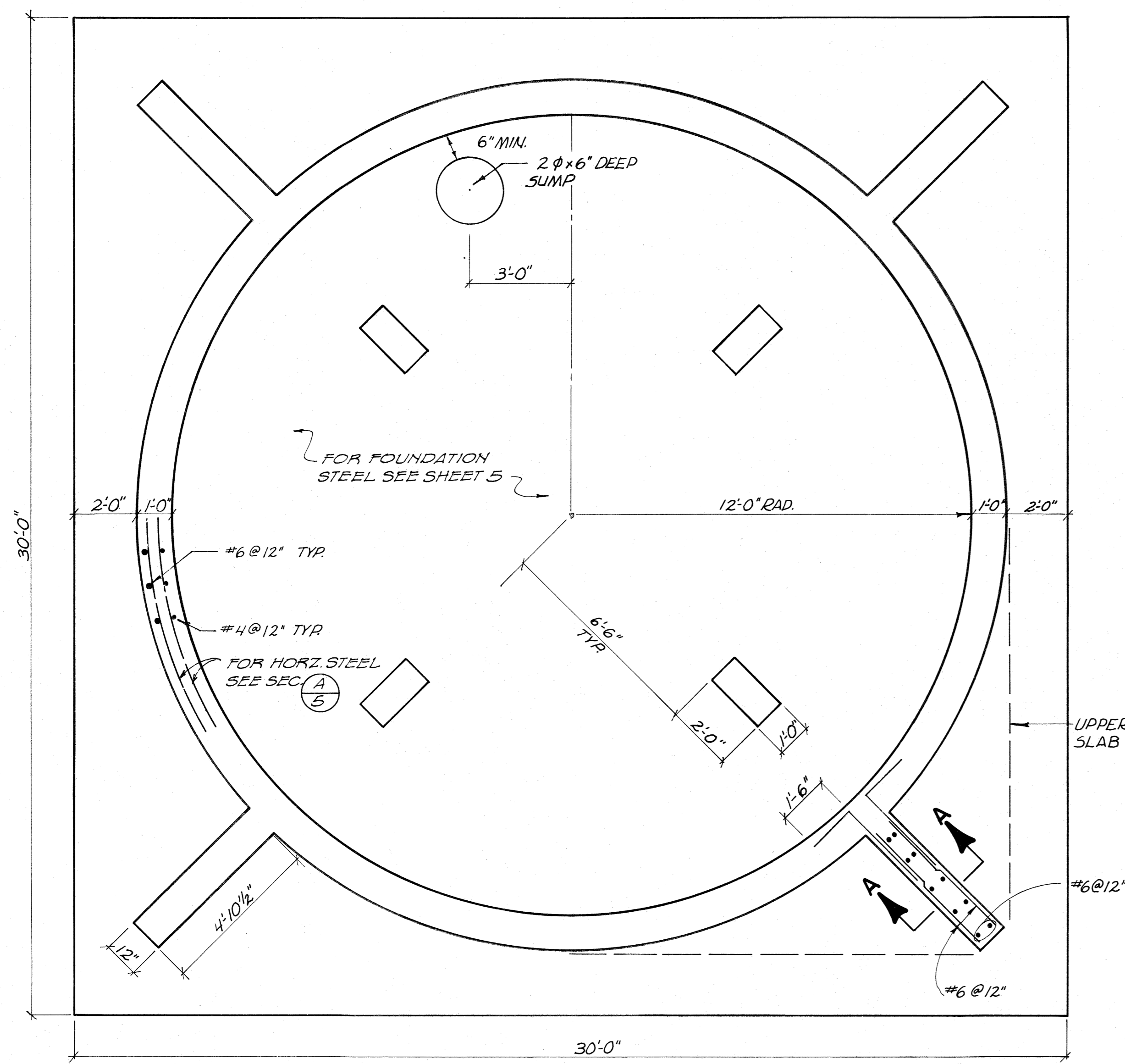
LEGEND

- ① 4" DCIP INFLUENT WATER LINE (SEE SPEC'S FOR CONSTRUCTION LIMITS)
- ② 2" SCH 80 F.V.C. SLURRY DISCHARGE LINES
- ③ 2" SCH. 40 F.V.C. SINK DRAIN LINE TO FRENCH DRAIN
- SS--- EXISTING STORM SEWER
- E--- EXISTING ELECTRIC POWER AND CONTROL
- CW--- EXISTING CIRCULATING WATER
- MN--- EXISTING CITY WATER
- 577--- PROPOSED CONTOUR
- 571--- EXISTING CONTOUR
- ▨ PROPOSED ASPHALT PAVING



CARBON FEED POINT PIPING
 NO SCALE

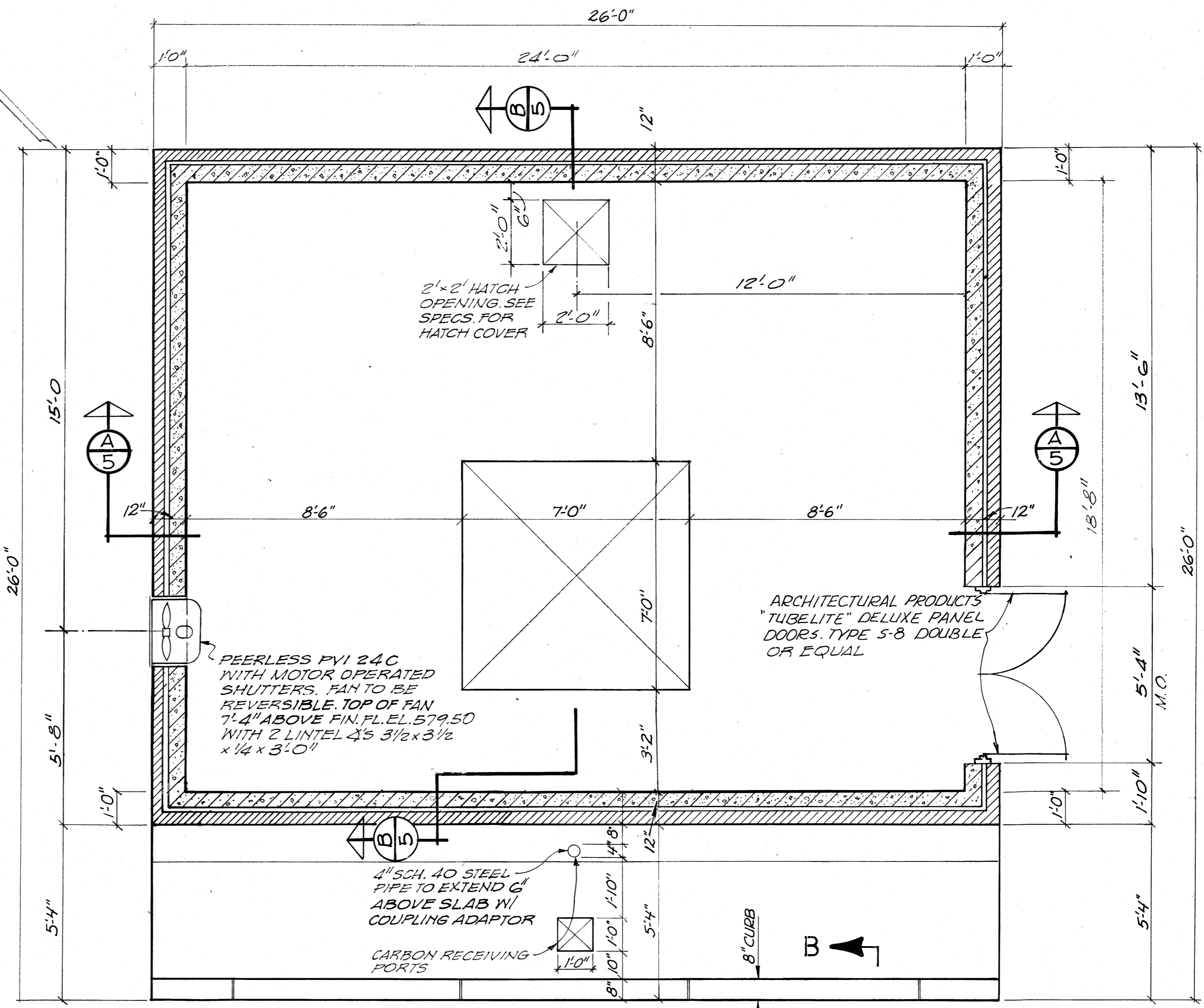
REVISIONS			CITY OF SPRINGFIELD SPRINGFIELD, ILLINOIS	
NO.	BY	DATE		
			ACTIVATED CARBON SYSTEM	
			SITE & PIPING PLAN	
DESIGNED BY <i>DKN</i>			CMET CRAWFORD, MURPHY & TILLI, Inc Consulting Engineers Springfield, Illinois Aurora, Illinois Lincoln, Illinois	SCALE 1" = 20'-0"
DRAWN BY <i>EDM</i>				JOB NO. 7826-02
CHECKED BY <i>DKN</i>				DATE 9-1-78
APPROVED BY <i>DKN</i>				SHEET 2 OF 9 SHEETS



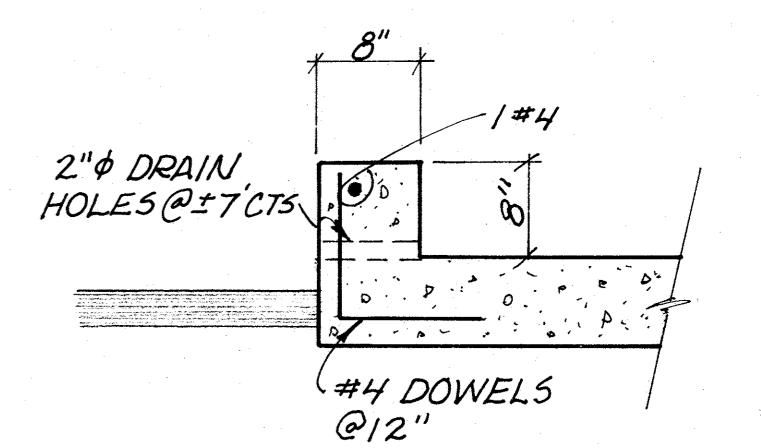
TANK PLAN
3/8" = 1'-0"

GENERAL NOTES

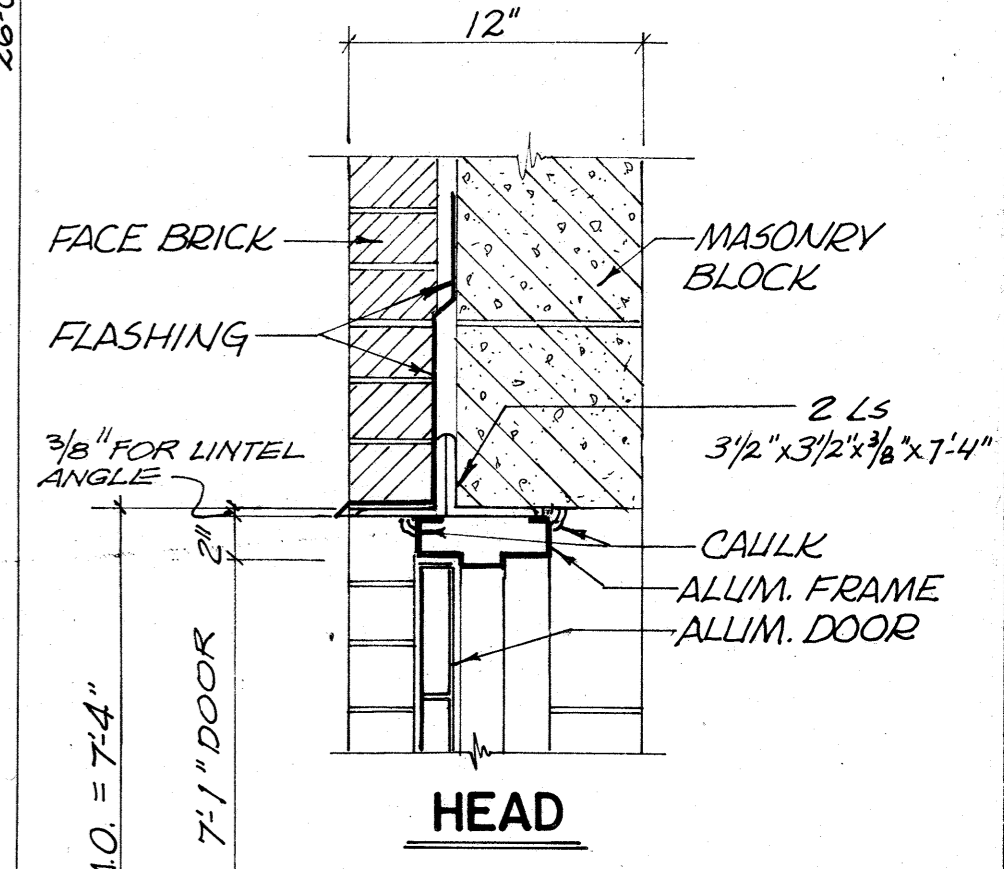
1. CONCRETE SHALL HAVE ATTAINED A MINIMUM COMPRESSIVE STRENGTH OF 3500 PSI @ 28 DAYS.
2. ALL CONCRETE WORK SHALL CONFORM TO ACI 318-77 "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE". ANY REINFORCING DETAILS NOT SHOWN SHALL CONFORM TO ACI 315-74 "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES".
3. REINFORCING STEEL SHALL BE ASTM A-615 GRADE 40.
4. REINFORCING BAR SPLICES SHALL BE 24 BAR DIAMETERS OR 1'-6" MINIMUM EXCEPT AS NOTED.
5. ALL RING STEEL BAR LAPS IN CIRCULAR TANK SHALL BE STAGGERED AND SHALL BE LAPPED A MINIMUM OF 40 BAR DIAMETERS.
6. CONTRACTOR SHALL VERIFY DRAWINGS FOR LOCATION OF ALL OPENINGS IN WALLS AND SLABS.
7. SHORING FOR FLOOR & ROOF SLABS SHALL BE REMOVED IN SUCH A MANNER AS TO MAINTAIN A UNIFORM LOADING ON THE SLABS AT ALL TIMES. REMOVAL OF FORMS SHALL NOT BEGIN UNTIL APPROVED BY THE ENGINEER.
8. ALL EXPOSED EDGES OF CONCRETE SHALL BE CHAMFERED 3/4".
9. ALL BACKFILL WITHIN THE LIMITS OF THE EXCAVATION SHALL BE OF COMPACTED GRANULAR BACKFILL TO WITHIN 2'-6" OF FINAL GRADE. THE REMAINDER OF THE BACKFILL SHALL BE CLAYEY SOIL COMPACTED TO NOT LESS THAN 95% STANDARD PROCTOR.
10. BORING LOG AND SOILS REPORT ARE AVAILABLE AT THE OFFICE OF THE ENGINEER.



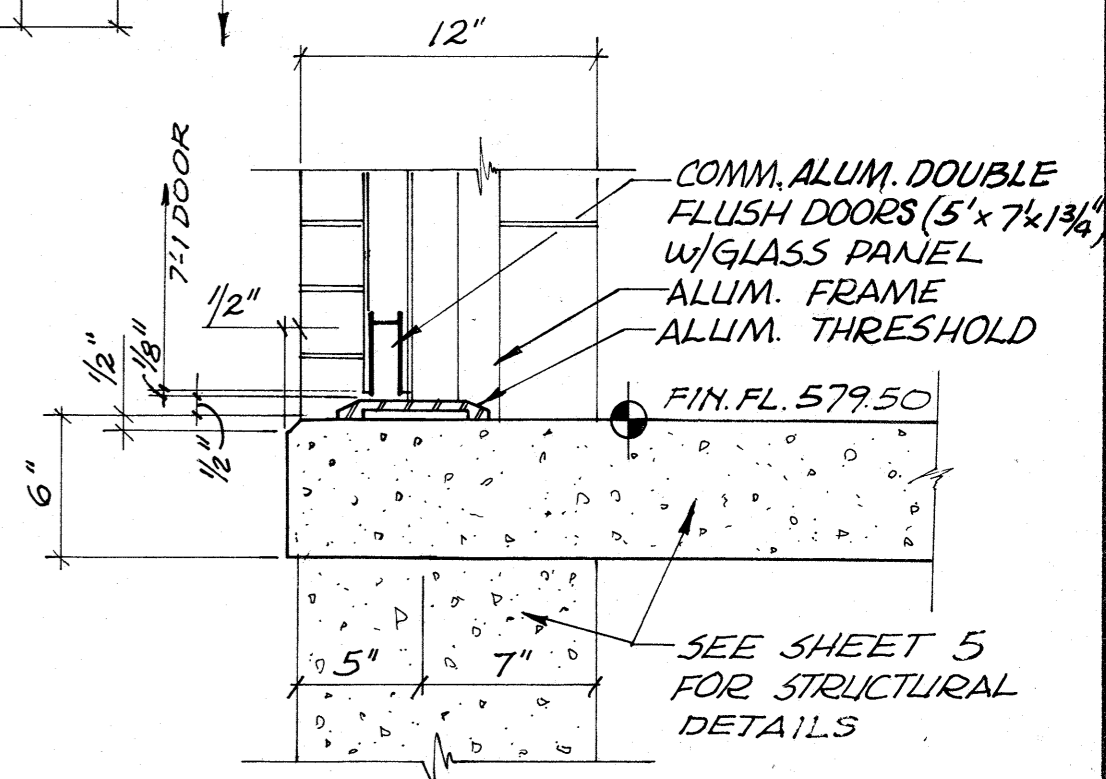
FLOOR PLAN
3/8" = 1'-0"



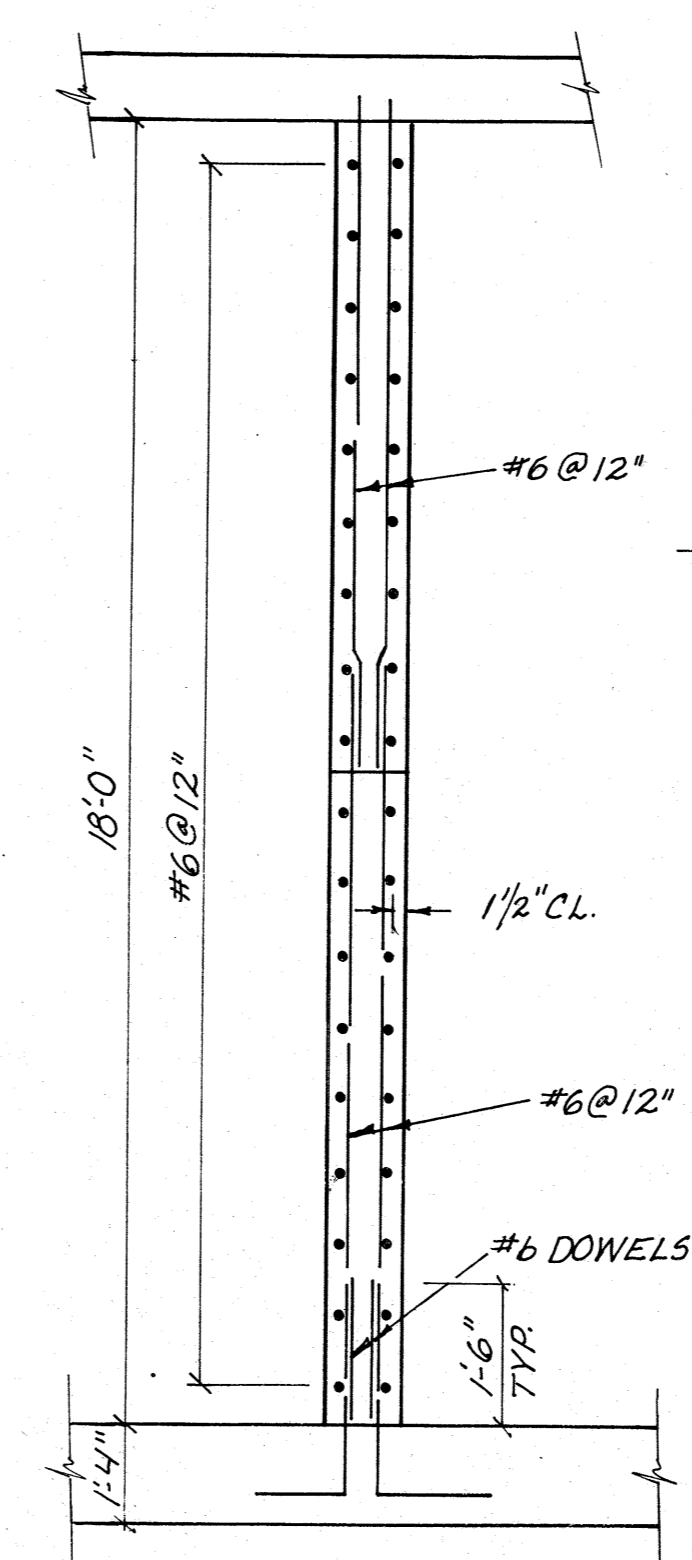
SECTION B-B CURB DETAIL



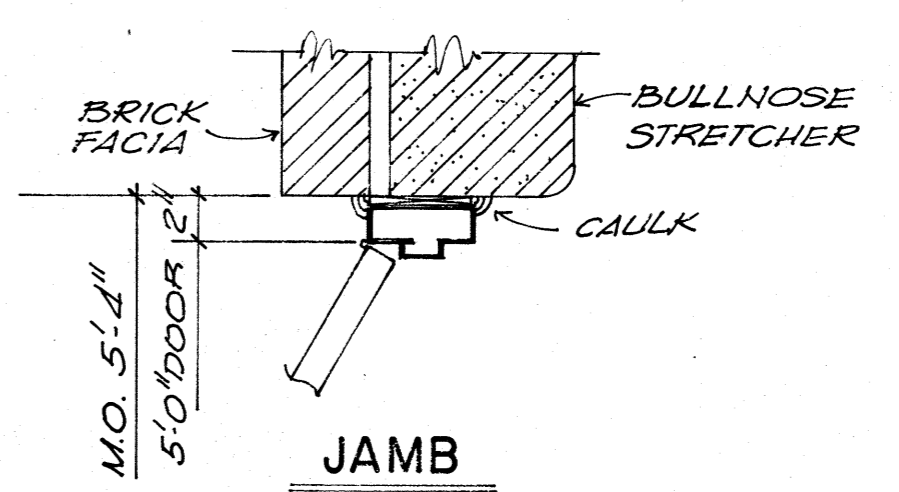
HEAD



SILL
1-1/2" = 1'-0"



SECTION A-A



JAMB

REVISIONS		
NO.	BY	DATE

CITY OF SPRINGFIELD
SPRINGFIELD, ILLINOIS

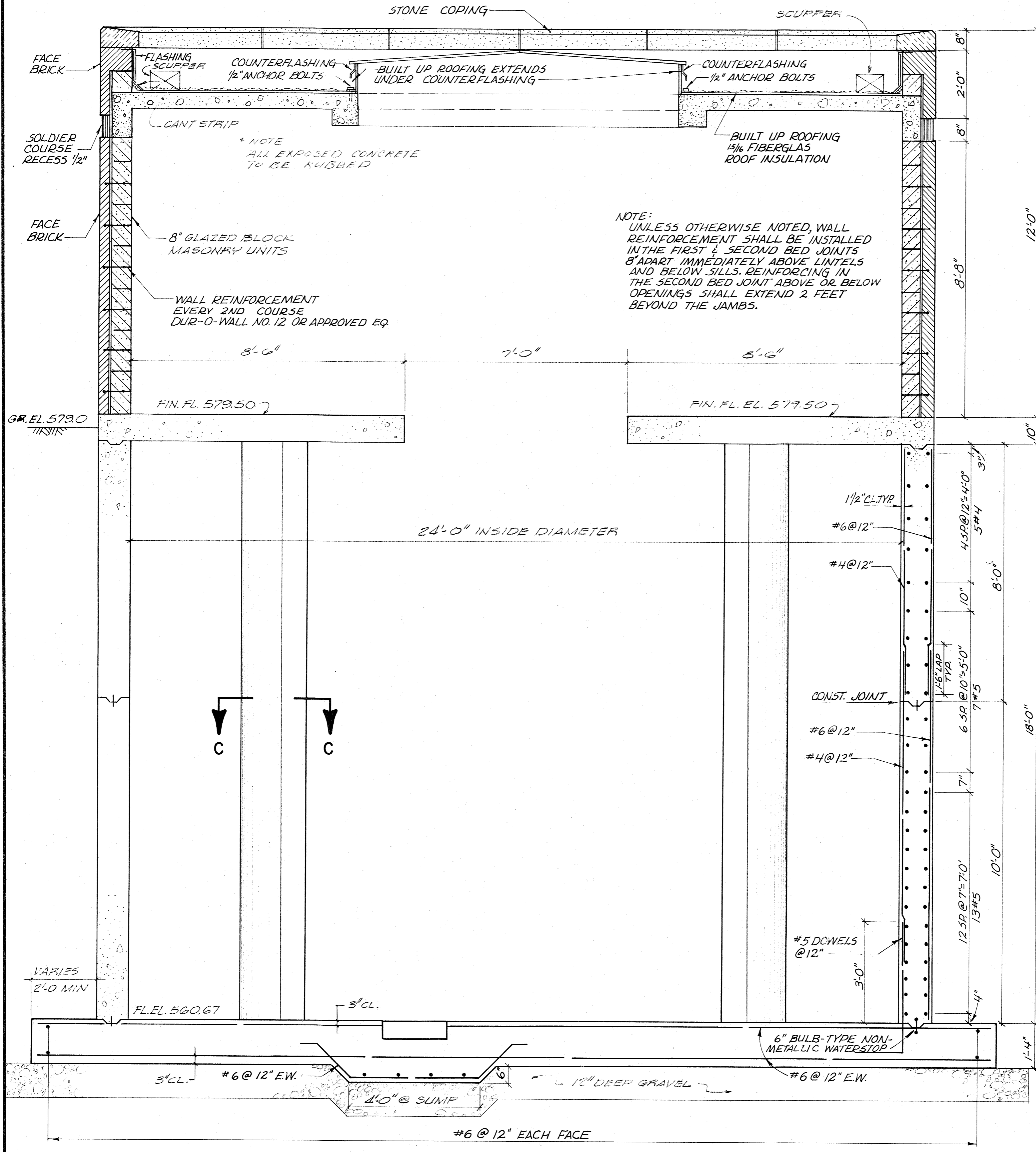
ACTIVATED CARBON SYSTEM

FLOOR PLAN &
ARCHITECTURAL DETAILS

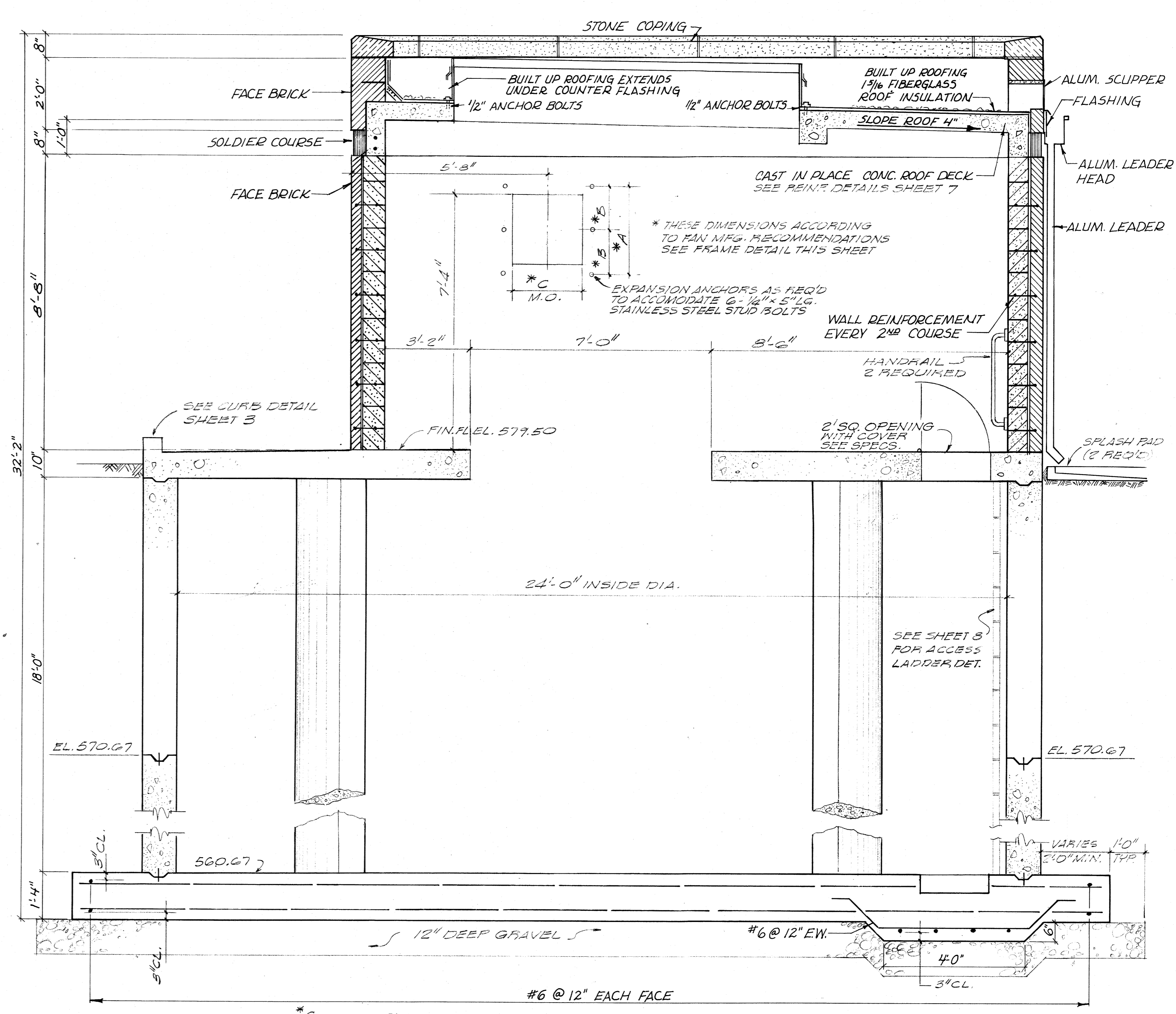
DESIGNED BY M.W.V.	SCALE AS SHOWN	JOB NO. 7826-02
DRAWN BY M.A.V.H.	DATE 9-1-78	
CHECKED BY M.W.V.		
APPROVED BY M.W.V.		

CMT
CRAWFORD, MURPHY & TILLY, Inc. Consulting Engineers
Springfield, Illinois
Aurora, Illinois Lincoln, Illinois

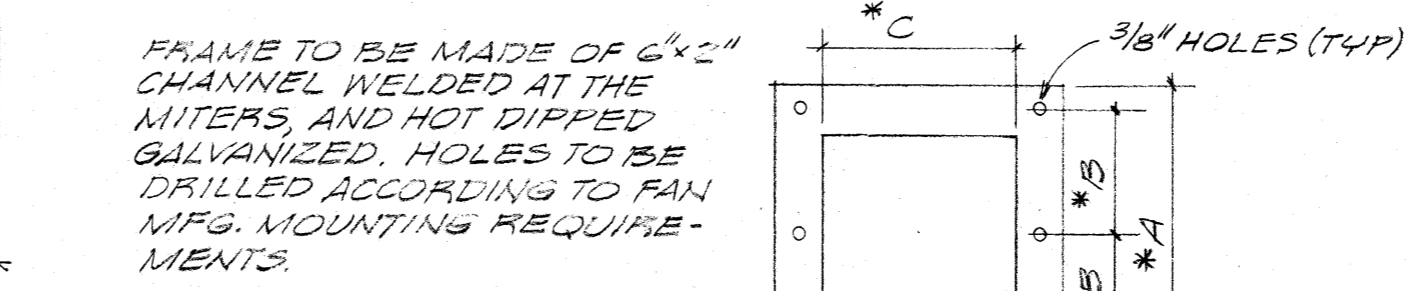
SHEET 3 OF 9 SHEETS



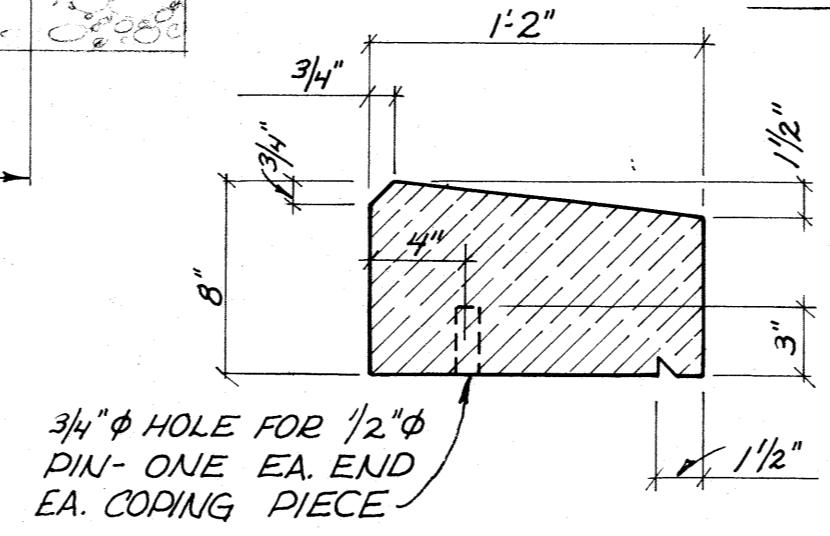
SECTION A
1/2" = 1'-0"



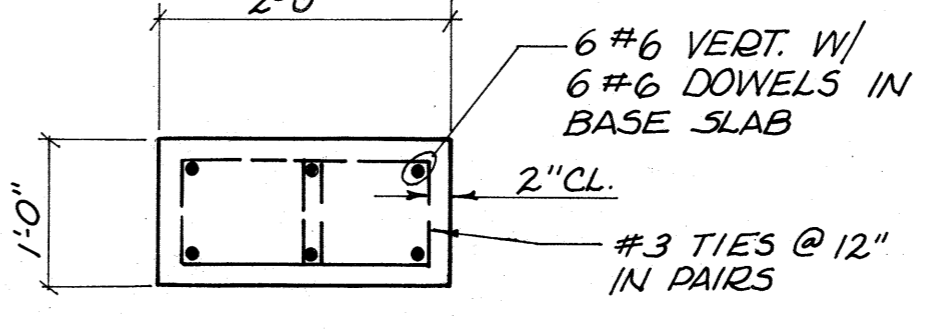
SECTION B
1/2" = 1'-0"



FAN FRAME ASSEMBLY
1/2" = 1'-0"



STONE COPING



SECTION C-C

REVISIONS		
NO.	BY	DATE

CITY OF SPRINGFIELD
SPRINGFIELD, ILLINOIS

ACTIVATED CARBON SYSTEM

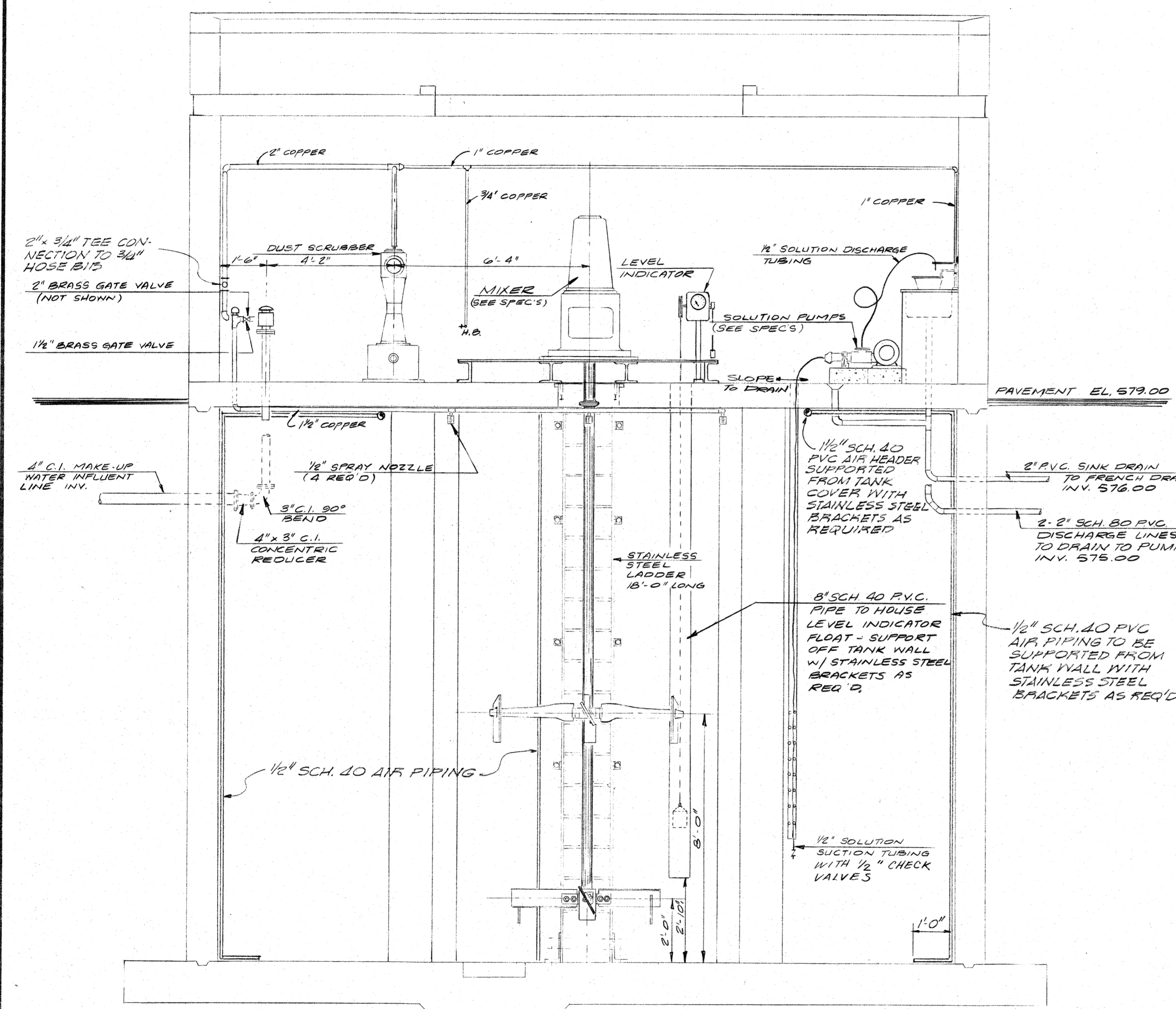
**STRUCTURAL DETAILS
WALLS**

DESIGNED BY M.P.W.
DRAWN BY M.A.V.H.
CHECKED BY D.K.W.
APPROVED BY D.K.W.

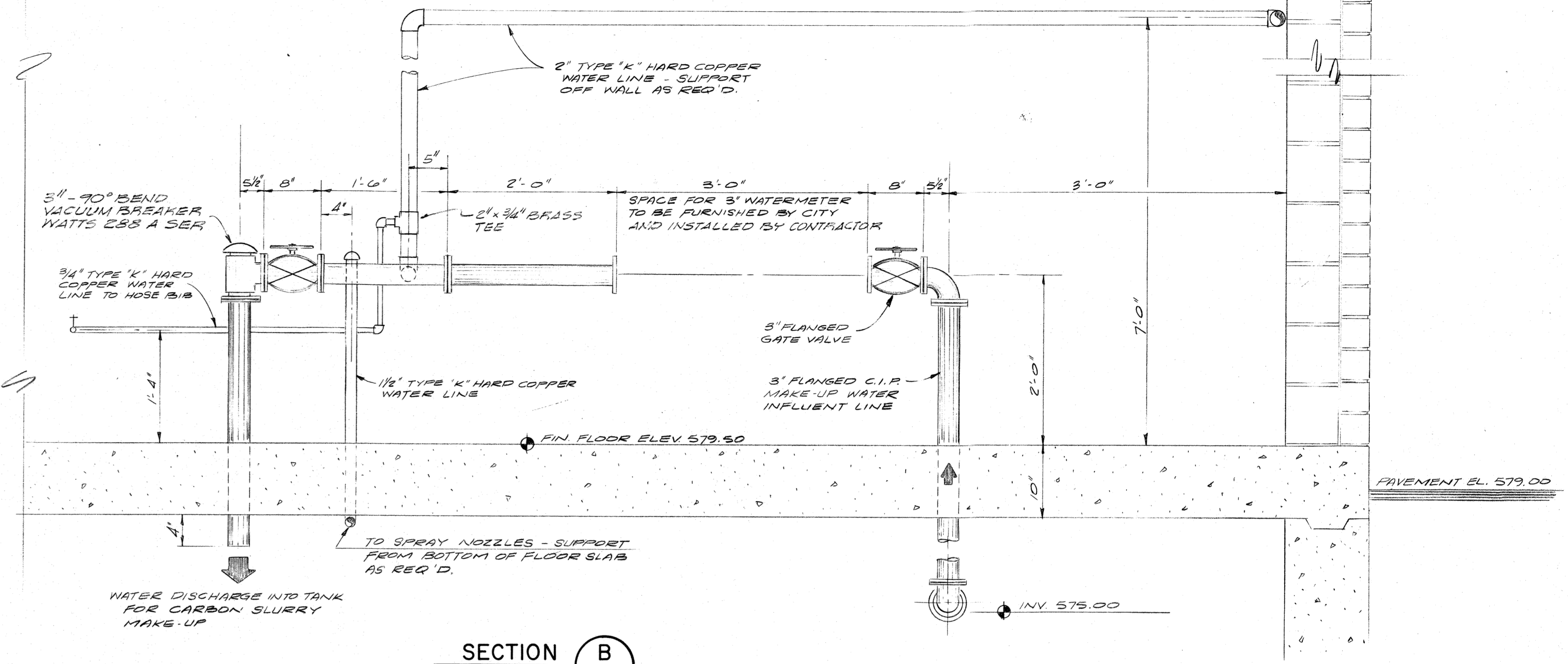
CMEI
CRAWFORD, MURPHY & TILLY, Inc. Consulting Engineers
Springfield, Illinois
Aurora, Illinois Lincoln, Illinois

SCALE AS SHOWN
DATE 9-1-78

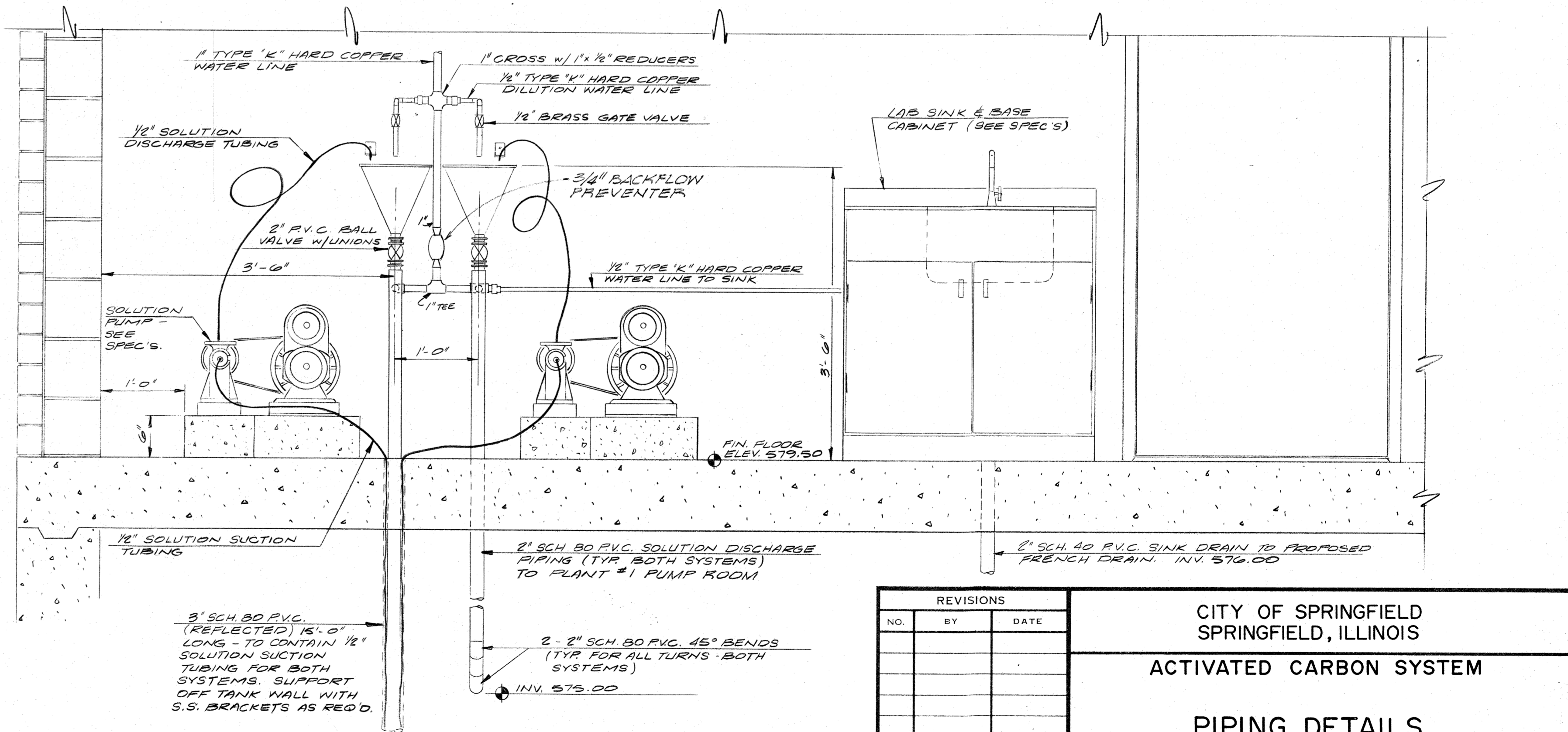
JOB NO. 7826-02
SHEET 5 OF 9 SHEETS



SECTION **A**
3/8" = 1'-0"
8



SECTION **B**
1" = 1'-0"
8



SECTION **C**
1" = 1'-0"
8

REVISIONS		
NO.	BY	DATE

CITY OF SPRINGFIELD
SPRINGFIELD, ILLINOIS

ACTIVATED CARBON SYSTEM

PIPING DETAILS

DESIGNED BY <i>D.K.W.</i>	SCALE AS SHOWN	JOB NO. 7826-02
DRAWN BY <i>R.D.M.</i>	DATE 9-1-78	
CHECKED BY <i>D.K.W.</i>		
APPROVED BY <i>D.K.W.</i>		

CML
CRAWFORD, MURPHY & TITILL, Inc. Consulting Engineers
Springfield, Illinois Aurora, Illinois Lincoln, Illinois

SHEET 9 OF 9 SHEETS

SECTION IV

4. TERMS AND CONDITIONS

4.1. Ex Parte Communication

Please note that to insure the proper and fair evaluation of a proposal or bid, the City of Springfield prohibits ex parte communication (i.e., unsolicited) initiated by the Bidder to a City Official (i.e. City Aldermen, Mayor, etc.) or Employee evaluating or considering the proposal/bid prior to the time a selection has been made. Communication includes but is not limited to fax, phone calls, email and personal visit. Communication between Bidder and the City shall be directed in writing to the Purchasing Agent or designated contact person only. The Purchasing Agent will obtain the information or clarification needed. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the proposal/bid and repeat offenders may be disqualified from future projects.

4.2 Bid Security

The City will not consider bids covering only a portion of the Specifications except as specifically required or permitted therein. In case of any conflict between the bidder's proposal and the Specifications contained in Section III, the Specifications contained therein shall be controlling.

- (a) Bids will not be considered unless they are accompanied by bid security in the form of a Certified Check, Cashier's Check, Bank Draft, Bank Money Order or a Satisfactory Bid Bond payable to the City of Springfield, Illinois, in the amount or percentage stated in Section I – Introduction as a guarantee that the bidder will enter into a contract with the City if the bid is accepted.
- (b) Bids and bid security shall be delivered in a **separate sealed envelope** marked and addressed as provided in article 2 above. All bid security must be identified with the Contract Index Number.
- (c) A permanent bid bond, or annual bid bond, may be placed on file with the Office of Budget and Management, in lieu of delivering said bond with the proposal.
- (d) Bid security will be returned to all bidders upon award of contract, or rejection of bids.
- (e) The City reserves the right to retain the lowest responsible bidders bid security for failure to enter into a contract.

4.3. Withdrawal of Bid

No bidder may withdraw its bid for a period of ninety (90) days from the date of opening bids.

4.4. Delivery & Payment Terms

All materials shall be delivered DDP, Incoterms® 2020 Springfield, IL FREIGHT PREPAID. Delivery will be considered in making the award and the Bidders/Consultants shall state, in the

spaces provided, expected delivery after receipt of Purchase Order. Failure to meet said delivery promises without prior consent of the City Purchasing Agent may be considered a breach of faith.

If payment terms are not indicated, terms of NET 45 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.

4.5. Full Pricing and Contingencies

Please quote your best net price including delivery and discounts to meet the approval of the City. Prices shall be stated in units of quantity specified. No additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges. Prices quoted shall be the final cost to the City. The City shall hold the successful Bidder/Consultant to the bid pricing. Additional charges for contingencies discovered by the Bidder/Consultant at any time after the date of the opening of this bid may not be considered for payment by the City.

4.6. Substitutions

The Specification may, in some areas, be unique to a particular brand of product or type of service. If this situation exists, equal consideration will be given to all Bidders/Consultants whose items, in the opinion of the City, meets or exceeds performance in these areas.

4.7. Bid Evaluation

Bids will be evaluated and awarded to the lowest responsible, responsive Bidder. The quality of the services, conformity with the specifications, suitability to the requirements, delivery terms including length of time for delivery, qualifications and references will be taken into consideration in making an award. The City will be the sole judge of acceptability of any products offered.

4.8. Quality

The scope of work or specification is intended to procure a quality product or service. Quality must be proven to the satisfaction of the City to meet or exceed requirements as set forth in the scope of work. Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The City will be the sole judge of acceptable products/services. Unacceptable products/services will be rejected and suitable price adjustments be made.

It is the bidder's task to be familiar with the referenced items and to offer only products/services of equal or greater quality. Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, may be returned at the Bidder's risk and expense.

4.9. Recourse for Unsatisfactory Materials

Payment shall be contingent upon the City's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the City's satisfaction by the successful bidder/consultant at no additional charge.

4.10. Investigation

Consultants must acquaint themselves with the policies of the City and may do so by contacting the Purchasing Agent. All questions as to the meaning of the scope of work must be resolved prior to the

bid submission deadline. It is the Consultant's responsibility to check with Central Purchasing Department prior to submitting their bid to ensure that they have received all Addenda issued.

4.11. Proof of License, Permit, Etc.

Consultants must provide proof of conformance with any applicable Federal/State/Local permits, licenses, certifications, etc., as stated in the scope of work/specifications section. It is the Consultant's responsibility to inquire about requirements of performing the job with the requesting department contact person.

4.12. Waiver

(a) In awarding a contract pursuant to sealed competitive bidding, the City Council may waive any variation from the bid requirements or defect in a bid which does not materially affect the competitive nature of the bid, is not in violation of any ordinance, statute or law and does not prejudice the rights of the public.

(b) The City Purchasing Agent may request clarification of a bid or any part thereof. Clarification shall mean the communication between the City and the bidder regarding the bid. Such communication shall not change the bid, the competitive nature of all bids or violate any ordinance, statute or law.

4.13. Specifications

The Specification may in some areas, be unique to a particular brand of product or type of service. If this situation exists, equal consideration will be given to all Bidders/Consultants whose items, in the opinion of the City, meets or exceeds performance in these areas.

4.14. Default By Bidders/Consultants/Contractor

In the event of default by Bidder/Consultants/Contractor, the City reserves the right to procure the services from other sources, and hold the Bidders/Consultants/Contractors liable for any excess costs occasioned thereby. Additionally, a contract shall not be assignable by the Bidders/Consultants/Contractors in whole or in part without the written consent of the City of Springfield.

4.15. Performance and Payment Bond

(a) The City may require Contractors to furnish a satisfactory performance bond and a bond for the payment of all materials used and for all labor performed in such work with good and sufficient sureties in amounts up to one hundred percent of the contract sum. In such case the Contractor shall also include in the bond a provision guaranteeing the faithful performance of any prevailing wage requirement.

(b) If, in the opinion of the City Purchasing Agent, such bonding is in the public interest the requirement shall be set forth in the Specifications contained in Section II of this booklet.

(c) When required by the Specifications, the Contractor shall furnish said bond within fourteen (14) calendar days after notification of the bid award. Failure to furnish a performance bond and a payment bond within the period specified shall be cause for rejection of the bid and any bid security may be retained by the City as payment for damages

4.16. Termination

Failure to comply with the terms and conditions as herein stated shall be cause for termination of the contract. The City will provide a written notice of unsatisfactory performance and the Bidder/Consultant or Bidders/Consultants will be allowed adequate time, typically thirty (30) days, to take corrective action and accomplish satisfactory performance. If at the end of the stated time to correct, the City may deem that the Bidder/Consultant or Bidders/Consultants' performance is still unsatisfactory, the contract may be terminated. The exercise of its right of termination shall not limit the City's right to seek any other remedies allowed by law. The City's may also terminate the contract immediately if the applicable federal, state or City funding sources terminate or suspend funds, fail to appropriate funds, or otherwise make funds available for the contract.

4.17. Rejection of Bids, Waivers or Irregularity

The City reserves the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the City. Any such decision shall be final. Any and all bids received in response to an advertisement may be rejected by the Mayor.

4.18. Prevailing Wage

See Addendum 7.1. (If Addendum 7.1 is not attached, this Section does not apply)

4.19. Responsible Bidder

To be considered a responsible bidder on a construction contract, a bidder must comply with all of the following requirements and present satisfactory evidence of that compliance to the appropriate construction agency:

- (1) The bidder must comply with all applicable laws concerning the bidder's entitlement to conduct business in Illinois.
- (2) The bidder must comply with all applicable provisions of the Prevailing Wage Act.
- (3) The bidder must comply with Subchapter VI ("Equal Employment Opportunities") of Chapter 21 of Title 42 of the United States Code (42 USC 2000e and following) and with Federal Executive Order No. 11246 as amended by Executive Order No. 11375.
- (4) The bidder must have a valid Federal Employer Identification Number or, if an individual, a valid Social Security Number.
- (5) The bidder must have a valid certificate of insurance showing the following coverages: general liability, professional liability, product liability, workers' compensation, completed operations, hazardous occupation, and automobile.
- (6) The bidder and all bidder's subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.
- (7) For contracts with the City of Springfield, the City may establish additional requirements for responsible bidders. These additional requirements, if established, shall be set forth together with the other criteria contained in the invitation for bids, and shall appear in the appropriate volume of the Illinois Procurement Bulletin.

(8) The bidder must submit a signed affidavit stating that the bidder will maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by the contract.

(9) The bidder must not have any judgment or convictions of any federal, state or local law or regulation. The bidder must also disclose any pending case pertaining to a violation of any federal, state or local law or regulation.

4.20. Local Preference Policy

In accordance with the requirements of Section 38.45 of the City Purchasing Code, it is the policy of the City of Springfield to afford local vendors preference in the selection of the successful bidder if (1) the lowest bidding vendor is a responsible bidder and (2) the lower responsible bidders are not local vendors and (3) the lowest bidding local vendors bid is higher than the nonlocal vendor by no more than five (5) percent in the case of a city local vendor or by no more than three (3) percent in the case of a county local vendor.

Definitions - As used in this section the following definition shall apply unless the context otherwise requires: A local vendor means a bidder has established and maintained a physical presence in the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor, by virtue of the ownership or lease of all or a portion of a commercial building for a period of not less than twelve consecutive months prior to the submission of a bid; and the local vendor employs a minimum of two full-time employees at the location in the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor, and those employees spend the majority of their work time at the location in the city, in the case of a city local vendor, or in Sangamon County, Illinois, in the case of a county local vendor; and the local vendor is legally authorized to conduct business within the State of Illinois and the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor.

This provision shall not be applied to a contract if the funding source prohibits it through law, rule or regulation.

4.21. Local Labor Policy

See Addendum 7.3. (If Addendum 7.3 is not attached, this Section does not apply).

4.22. Security

The Bidder/Consultant represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or an entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated or Blocked Person. The Bidder/Consultant further represents and warrants to the City that the Bidder/Consultant and its principals, shareholders, members, partners, or affiliates as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The Bidder/Consultant hereby agrees to defend, indemnify and hold harmless the City of Springfield, and all City elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and

expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

4.23. Indemnification

Bidder/Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Bidder's/Consultant's legal counsel unacceptable, then Bidder/Consultant shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. The Bidder/Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of Illinois and will survive termination of this Agreement.

4.24. Multi-year Contracts

The City's fiscal year ends on the last day of February. The City's obligations on multi-year contracts and contracts extending from one fiscal year to another shall terminate immediately and without further payment being required if the City Council or applicable federal/state funding sources fail to appropriate, or otherwise make available, funds for the contract.

4.25. Severability

If any provision of this contract or any applications thereof is held invalid, such invalidity shall not affect other provisions or applications which can be given effect without such invalid provision or application.

4.26. Choice of Law and Forum

This contract is to be construed in accordance with the laws of the State of Illinois and any legal proceeding of any kind shall be filed in the Circuit Court of Sangamon County, Springfield, Illinois.

4.27. Execution of Contract

- (a) The successful bidder will be required to execute the Contract Execution Page on the form provided in Section 8 of this booklet with signature acknowledged and signed in the manner set forth here.
 - 1) In case of a corporation, the full legal name of the corporation and title of the officer signing must be stated, and any officer signing must be thereunto duly authorized to bind the corporation (the City reserves the right to require a certified copy of that section of Corporate Bylaws or other authorization by the Corporation which permits the person to execute the offer for the Corporation).
 - 2) In the case of a partnership, the signature of at least one of the general partners must follow the firm name, using the term "member of the firm" or similar designation.

- 3) In case of a sole proprietorship, the signature of the owner must follow the firm name using the term "doing business as," "sole owner," or similar designation.
- 4) In all cases the name of the individual signing shall be typed or printed below the signature.

(b) The City reserves the right to require of any bidder, such information necessary to satisfy the City of the bidder's qualifications and to withhold formal signing of the contract until such information is received.

4.28. Freedom of Information Act

Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "ACT") places an obligation on the City to produce certain records that may be in possession of the Contractor and the Contractor's bid documents after a final award has been made. Contractor shall comply with the retention and documentation requirements of the Local Records Retention Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act (complying in all respects as if the Contractor was, in fact, the City). Upon notice from the City, Contractor shall review its records promptly and produce to the City within two business days of said notice from the City the required documents which are responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time to do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions. In the event Contractor fails to produce the requested records or fails to produce the requested records within the time period required above and the City is assessed a fine, fee or penalty for failure to timely comply with Act do to Contractor's actions, Contractor shall reimburse City for all fines, fee or penalties, including reasonable attorney's fees, paid by the City.

4.29. Preference to Veterans

In accordance with the provisions of 330 ILCS 55/1 et seq., in all employment to fill positions in the construction, addition to, or alteration of all public works contracted for by the City of Springfield, preference shall be given to persons who were engaged in the military or naval service of the United States in times of war and who were honorably discharged therefrom, and all persons who were engaged in such military or naval service during any of said times of war, who are now or may hereafter be on inactive or reserve duty in such military or naval service, who were honorably discharged therefrom, not including, however, persons who were convicted by court martial of disobedience of orders, where such disobedience consisted in the refusal to perform military service on the ground of alleged religious or conscientious objections against war. But such preference shall be given only to those persons who are found to possess the business capacity necessary for the proper discharge of the duties of such employment. No person contracting for such public works is required to give preference to veterans, not residents of the City, over residents thereof, who are not veterans.

4.30. Employment of Illinois Workers on Public Works Projects

(a) In accordance with the provisions of 30 ILCS 570/1 et seq., whenever there is a period of excessive unemployment in Illinois, every Contractor on a public works project or improvement shall employ only Illinois laborers on such project or improvement provided that other laborers may be used when Illinois laborers as defined in this Act are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the City Purchasing Agent.

(b) A "period of excessive unemployment" as defined by this Act means any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures.

(c) Commitment for Equal Employment Opportunity – Contractor shall adhere to the provisions of Chapter 93 of the 1988 City of Springfield Code of Ordinances, as amended, and particularly Section 93.09 regarding prohibition of unfair employment practices, and Section 93.13 regarding affirmative action programs.

Pursuant to Article VII, Chapter 38, Sections 38.62 and 38.63, of the Code of Ordinances of the City of Springfield, the City has a policy to promote and encourage: (1) the continuing economic development of minority and female owned and operated businesses; and (2) that minority and female owned and operated businesses participate in the City's procurement process as both prime and subcontractors. The Contractor shall adhere to all such provisions of Chapter 38 as relates to Equal Employment Opportunity and Affirmative Action.

(d) Preference for Domestic Products - In accordance with the requirement of Section 38.35 of the City Purchasing Code authorizing the Purchasing Agent to "take into account other pertinent considerations" in the award of contracts, it is the policy of the City of Springfield that when all other financial considerations of bids are substantially equal, preference shall be afforded in the selection of the successful bidder to companies that offer domestic products. Pursuant to the Steel Products Procurement Act, 30 ILCS 565/1 *et seq.*, all steel products used or supplied in the performance of public works contracts or subcontracts thereto involving an expenditure of \$500.00 or more shall be manufactured in the United States.

(1) Definitions - As used in this section the following definitions shall apply unless the context otherwise "Product" means any article, material or supply, whether manufactured or non-manufactured, that is to be acquired by the City.

"Domestic Product" means a non-manufactured product that has been mined or produced in the United States, or a manufactured product determined to be domestic in accordance with the rules for determination of origin prescribed below "United States" means the several States, the Commonwealth of Puerto Rico, the District of Columbia, Guam, American Samoa, the Virgin Islands, and the Commonwealth of Northern Mariana Islands.

"Substantially Equal" means that the successful bid is within two percent (2%) of the next lowest responsible bid. However, the bids shall not be substantially equal where the two percent difference is equal to or greater than Ten Thousand Dollars (\$10,000.00).

(2) Determination of Origin - In order for a manufactured product to be considered a domestic product the cost of the domestic components must exceed fifty percent (50%) of the cost of all its components, and the final assembly of the components to form the end product must take place in the United States.

In determining the origin of components, each component must be treated as either entirely domestic or entirely foreign, based on the place where the component is mined, produced, or manufactured. Components of unknown origin must be treated as foreign. The origin of subcomponents of components is immaterial.

Transportation costs to the place of incorporation into the end product and, in the case of foreign components, applicable duties, must be included in determining component costs. The cost of a component is the price that a manufacturer must pay to a Subcontractor or supplier for components. If the component is manufactured by the bidder or offeror, the cost of the component is the cost of labor and materials incorporated into the component and an allowance for profit and administrative and overhead costs attributable to that component under normal accounting principles.

“Component” means any article, material, or supply, whether manufactured or unmanufactured, directly incorporated into a product at the point of final assembly. In construction projects, materials delivered to the job site and incorporated directly into the improvement are components.

- (3) Waiver by the City - The requirements of this Section may be waived where the Purchasing Agent and the Director of the Office of Budget and Management or their designees, jointly certify in writing to the Mayor that:

The City is in need of products, including spare parts, in order to either economically operate equipment or systems procured by the City prior to the effective date of this ordinance, or to meet public health, safety, or welfare concerns; or

The specified products are not manufactured or produced in the United States in sufficient commercial quantities or of a satisfactory quality to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or

Federal or State funding could be jeopardized or the application of this requirement would otherwise be inconsistent with the best interest of the City.

4.31. Change Orders and Modifications

Any and all change to the contract, including change orders, shall be requested in writing to the Purchasing Agent or designated contact person, including the reason(s) and supportive documentation for the requested change. Any and all change orders shall also comply with and be subject to Section 33E-9 of the Illinois Criminal Code.

4.32. Specifications Shall Control

In case of any conflict between these Instructions and the Specifications contained in Section 4 “Scope of Work” and Section 5 “Proposal Pricing”, the Specifications contained therein shall control.

4.33. Asbestos

Unless otherwise provided in the Specifications, Contractors are forbidden to disturb any material suspected of containing asbestos. Asbestos has traditionally been used in insulating materials, fireproofing, acoustical products and roofing materials. The Contractor shall pay particular attention to

these areas. If the Contractor has any questions about any material, he should contact the Department of Building and Zoning at (217)789-2171.

4.34. Sales Tax Exemption

- (a) Pursuant to State law, the City of Springfield is exempt from the payment of sales tax on any item it buys directly from a supplier. If the Contractor purchases items for the use of the City, the Contractor is also exempt from sales tax on items which at the end of the project become the property of the City of Springfield.
- (b) Items which do not become the property of the City and items which are used up in construction (an example would be fuel oil for machinery) are taxable. Any questions about the taxability of specific items can be resolved by the Illinois Department of Revenue.

4.35. Entire Contract Clause

"Contract Documents" or "Documents" as used herein, shall refer to the Notice, Instructions to Bidders and General Conditions, Specifications and Drawings (if applicable), Proposal Form and Bid Sheet, the Contract Execution Page and any applicable addenda and any modifications thereof incorporated in the Documents. The Contract Documents form the entire contract and represent the final agreement between the parties' subject only to modifications hereinafter agreed upon in writing and signed by the parties in accordance with these instructions.

4.36. Applicable Laws and Acts

The bidder's attention is directed to the fact that all applicable federal, state and municipal laws, ordinances, rules and regulations, and codes of all authorities having jurisdiction shall apply to the Contract Document throughout and they are deemed to be included herein the same as though herein written out in full; including but not limited to the Occupational Health and Safety Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the National Labor Relations Act, the Federal Civil Rights Act, the Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act, and Percentages of city resident work hours on construction projects with an estimated contract value of \$100,000 or more. Failure to comply with Federal, State, and Local Laws on prior bids and prior contract work may result in disqualification of a bidder on a subsequent bid. Contracts subject to bidding requirements shall be awarded to the lowest responsible bidder which includes consideration of a bidder's compliance with Federal, State, and Local Laws. (See Section 38.35 of the City Code)

REQUIRED FORMS

**UNLESS OTHERWISE
STATED IN SECTION 3,
ONLY SECTIONS 5 & 6
OF THIS BOOKLET NEED
TO BE SUBMITTED FOR
BIDDING.**

SECTION V

5. PROPOSAL PRICING

PROPOSAL PAGE FOR
WATER PURIFICATION PLANT
ACTIVATED CARBON STORAGE
ENGINEERING SERVICES

At a minimum, proposals should include the following elements:

- A proposed scope of the work and execution schedule
- The resumes of the individuals that will be assigned to the project addressing any similar project experience
- A proposed schedule for completion of work tasks
- A break down of man hour requirements with salary rates in effect for the duration of the project
- A not to exceed project cost must be identified. Project expenses should be on a time and material basis
- Any reservations, conditions, or constraints related to this RFP

Evaluation of Proposal

Proposals will be evaluated based on the engineering firm's applicable experience and the experience of the personnel directly assigned to the project. The length of the design period and the overall estimated engineering fee will also be considered in proposal evaluation.

SECTION VI

6. CERTIFICATIONS

1. The undersigned bidder submits with this proposal and bid sheet, all information as called for, together with complete manufacturer's specifications covering any equipment bid upon.

2. The following proposal or bid sheet may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof. If written notice of the acceptance of this proposal or bid sheet is mailed, telegraphed or otherwise delivered to the undersigned within ninety (90) calendar days after the date of opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned will, within ten (10) calendar days after the date of such mailing, telegraphing or delivery of such notice, execute and deliver the Contract Execution Page provided in Section 8 of this booklet.

The undersigned bidder hereby designates as his office to which such notice of acceptance may be mailed, telegraphed or delivered as follows:

Name of Vendor: _____

Contact Name: _____

Vendor Address: _____

Vendor E-Mail: _____

Phone: _____

3. The undersigned bidder states that he has been regularly engaged in work of the type required by the specifications herein for _____ years and respectfully invites your attention to the following products and/or services:

4. The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

Please confirm

*Response required

5. The undersigned bidder hereby certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Sections 33E-33 or 33E-4 of the Illinois Criminal Code.

Please confirm

*Response required

6. The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.

Please confirm

*Response required

7. The undersigned bidder agrees to make and comply with the commitments to provide equal employment opportunity in accordance with the requirements of Title 9, Chapter 93, and Section 93.13 of the Code of the City of Springfield as described in paragraph 4.30(c) of the Terms and Conditions.

Please confirm

*Response required

8. In order to receive the Preference for Domestic Products, the bidder must certify the products being offered conform to the definition of "Domestic Product" described in paragraph 4.30(d) of the Terms and Conditions.

Please confirm

*Response required

9. All contractors bidding on Annual Goal Contracts with the City shall, in accordance with the requirements contained in this booklet pertaining to minority and female owned businesses, certify to the availability or non-availability of Subcontracting Opportunities by selecting the statement below that applies to this bid. If the contractor certifies to (b) the contractor is required to attach proof of publication and complete the MBE/FBE Utilization Form attached hereto as Attachment A or M/FBE Participation Waiver Request found in Attachment B.

(a) The undersigned bidder will not award subcontracts in the performance of this contract.

(b) The undersigned bidder will award subcontracts in the performance of this contract and all proposals received from the interested MBE/FBE businesses are listed on Attachment A (with Attachment B Waiver if applicable).

Please select one

*Response required

10. In order to receive the preference for local bidders described in paragraph 4.20 of the Terms and Conditions, the bidder must certify by placing his/her signature in the space provided below, that the bidder has established and maintained a physical presence with the City in accordance with City of Springfield Code of Ordinances, Section 38.45.

Local Vendor – City of Springfield, Illinois

Local Vendor – Sangamon County, Illinois

Non-Local Vendor

Please select one

*Response required

11. The undersigned bidder hereby certifies that it and any subcontractors who will be performing work under this public works project are participants in an applicable apprenticeship and training program or programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

Please confirm

*Response required

12. Pursuant to the City of Springfield Code of Ordinances, Section 38.23 (a) (1), each bidder must supply with its proposal, a complete, accurate and truthful listing and description of all citations, complaints, summons, decisions, determinations, judgments, or other allegations or findings relating to any violation of State or Federal laws. Any bidder who willfully fails or refuses to include the information required, or whose report of such information is substantially incomplete, inaccurate, or untruthful shall be disqualified and its bid shall be rejected.

None

List Attached

*Response required

13. The undersigned bidder hereby certifies that the following is a complete, accurate and truthful listing and description of all information required pursuant to the City of Springfield Code of Ordinances, Section 38.23 (a) (1).

Please confirm

*Response required

We certify:

13 (a) If your organization is a corporation, limited liability company, limited liability partnership, or limited partnership, etc., you must provide a copy of your current certification of good standing from your State of incorporation with your bid. Failure to do so may result in the rejection of your bid.

13 (b) Pursuant to Illinois law as it pertains to foreign corporations, foreign limited liability companies, foreign limited liability partnerships, or foreign limited partnerships; you may be required to register with the Illinois Secretary of State. A foreign entity is an entity organized or incorporated in a state other than Illinois. The undersigned bidder hereby certifies that it has examined the relevant statutes and determined that either: (1) It is not required to register as a foreign entity with the Illinois Secretary of State; or (2) It is required to register as a foreign entity with the Illinois Secretary of State, that is has so registered, and that proof of registration is attached hereto

Please select (a) or (b)

*Response required

14. Pursuant to Section 38.47 of the City of Springfield Code of Ordinances, 1988, as amended, the undersigned bidder hereby certifies that it and any subcontractors (if any) it employs to perform work under a contract for the City of Springfield does not employ unauthorized aliens as defined in the Federal Immigration and Nationality Act (8 U.S.C. 1101, *et seq.*, Section 274A).

Please confirm

*Response required

I hereby certify that, to the best of my knowledge, the provided information is true and accurate.

Signature of Bidder

Print Name & Title

SECTION VII

7. ADDENDA

~~7.1 Prevailing Wage~~

~~7.2 Project Labor Agreement~~

~~7.3 Local Labor~~

~~7.4 MBE/FBE Policy~~

~~7.5 Insurance~~

SECTION VIII
CONTRACT EXECUTION PAGES

AGREEMENT made this _____ by and between the City of Springfield, Sangamon County, Illinois, a municipal corporation, hereinafter called the "Purchaser" or "City" and **TBD** hereinafter called the "Contractor."

The City and Contractor agree as set forth below:

1. The Contractor for the consideration hereinafter set forth, hereby agrees to and with the City that it will furnish, provide, and deliver in good order, quality and condition, the following: [RFP UW27-02 – Carbon Storage Capacity](#) in accordance with the proposal of the contractor and the provisions set forth in the Contract Documents.
2. The City shall pay the Contractor in accordance with the Contractor's proposal on the "Section 5: Proposal Pricing" signed by the Contractor and dated [April 16, 2026](#) subject to any further additions and deductions as may be agreed upon in accordance with the terms of the Contract Documents. Payment shall be in the manner and at the time stipulated in the Contract Documents.
3. This agreement shall include all of the Contract Documents which are as follows:
 1. Introduction
 2. Instructions to Bidders
 3. Scope of Work/Purchase
 4. Terms and Conditions
 5. Proposal Pricing
 6. Certifications
 7. Addenda
 8. Contract for Execution

All of the above Contract Documents are a part of this agreement as if attached hereto or repeated herein.

4. This contract does not authorize an expenditure of City funds in excess of the amount authorized by the Director of the Office of Budget and Management unless the Director of the Office of Budget and Management specifically approves an additional expenditure. The Contractor agrees and acknowledges that, absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the Director of Budget and Management.
5. In the event of the Contractor's noncompliance with any provisions of this Contract, the Contractor may be declared nonresponsive and therefore ineligible for future contracts or subcontracts with the City and the Contract may be canceled or avoided in whole or in part and such other sanctions or penalties may be imposed or remedies invoked as provided by law or regulation.

THIS AGREEMENT executed the day and year first written above.

STATE OF)
) SS
COUNTY OF)

I, _____ a Notary Public in and for said County in the State aforesaid, do here certify that (name and title) and _____, Secretary of personally known to me to be the same persons and such officers, respectively, of said company, whose names are subscribed to the foregoing contract and subjoined bond, appeared before me this day in person and severally acknowledged that they signed, sealed, and delivered the said instrument as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

STATE OF ILLINOIS
COUNTY OF SANGAMON

I, _____, a Notary Public in and for Sangamon County in the State of Illinois, do hereby certify that **MISTY BUSCHER, MAYOR, and CHARLES L. REDPATH SR, CITY CLERK**, of the City of Springfield, Illinois, personally known to me to be the same persons and such officers, respectively, whose names are subscribed to the foregoing contract appeared before me this day in person and severally acknowledged that they signed, sealed, and delivered the said instrument as the free and voluntary act of said City for the uses and purposes therein set forth, pursuant to due authority conferred by the Council of said City.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public