



REQUEST FOR PROPOSAL

DESIGN SERVICES FOR FOLSOM WATER
TOWER REHABILITATION

PROCUREMENT NO. 2026-22

**Submission Deadline:
2:00PM CDT, MARCH 31, 2026**

Request for Proposal Notice:

CITY OF EAU CLAIRE, WISCONSIN

REQUEST FOR PROPOSAL

PROCUREMENT NO. 2026-22

The City of Eau Claire is seeking proposals from professional engineering firms to develop plans and specifications for the rehabilitation of the Folsom Water tower. The tower is located on Eau Claires upper west side at 3120 Old Orchard Road. It is a 2-million-gallon composite elevated welded steel tank built in 1998. The coating system is all original. The project is for design services, bidding, and oversight for the complete rehabilitation of the reservoir and to include appropriate WI DNR approvals and a pre and post project inspection and submittal of the inspections to the WI DNR.

Deadline for submission: 2:00 PM CDT, MARCH 31, 2026

All bids shall be received electronically via DemandStar **OR** sealed and clearly marked “RFP 2026-22” and submitted to the Purchasing Department, City of Eau Claire, 203 S. Farwell, Eau Claire, WI 54701 (in-person, UPS, or FedEx), PO Box 5148, Eau Claire, WI 54702 (USPS) not later than **2:00 PM CDT on March 31, 2026**.

1. **Copy of the proposal**
2. **Copy of cost/fees**
3. **Addendum acknowledgements**

All proposals submitted must be received by Eau Claire County by the deadline established in this RFP. It is recommended to upload the required documents on DemandStar in plenty of time before the deadline.

RFP forms can be obtained at the **DEMANDSTAR BY ONVIA** website, www.demandstar.com. This is a free subscription service for agencies participating under the Wisconsin Association of Public Purchasers (WAPP) such as Eau Claire County. Register for **DEMANDSTAR BY ONVIA** at <https://www.demandstar.com/app/wapp/registration>.

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Section 1.0 - Project Description:

- 1.1 Create plans and specifications for complete refinishing of Folsom water. Including specifications, recommendations, preparation of bidding documents, review of contractor bids, and constructions oversight cost for fulltime and part time inspections as a separate line item. Please review the latest inspection report for details

Section 2.0 - Scope of Work:

- 2.1 The professional services required for the project include but are not limited to the following phases and tasks to be accomplished.
1. Initiate project kick-off meeting, timelines, and design review to help with the bidding process.
 2. The city will be responsible for removing the reservoir from service.
 3. Work includes: Complete interior and exterior clean and overcoat of the water tower following ANSI/NSF Standard 61. Make repairs as needed to ensure a 25-year service life and bring the reservoir up to current WI DNR code.
 4. Include any alternative ideas or special methods for tank restoration work and surface preparation and description of why we should consider these methods or options.
 5. Construction plans, preliminary design, specifications and contract documents will be prepared by the consultant for review by city staff.
 6. Obtain all necessary permits for construction. DNR approvals and follow local, state, and federal laws and codes that apply to reservoir rehabilitation projects.
 7. Prepare documents and create a timeline and public notices for neighborhood around the project.
 8. The city will advertise and administer the bidding of the prepared plans by the Consultant. The Consultant will provide written recommendations to award contract after evaluating bids.
 9. Provide a cost proposal for construction administration and inspection.
 10. Complete the DNR compliance inspection at the finish of the project and submit necessary documents.

Section 3.0 – Timetable of Project:

RFP available for distribution.....	March 4, 2026
Deadline for questions to: greg.bowe@eauclairewi.gov	5:00pm CDT, March 16, 2026
Deadline for submittal of Proposal.....	2:00pm CDT, March 31, 2026
Complete evaluations, review & prepare award.....	April 2026

Section 4.0 – Instructions:

4.1 Request for Information

It is the responsibility of the Consultant to carefully read the entire Request for Proposal, which contains provisions applicable to successful completion, and submission of an RFP. If any ambiguity, inconsistencies or errors are discovered in the RFP, the City Purchasing Manager must be notified in writing. Only interpretations or corrections of the RFP made in writing through addenda by the Purchasing Manager will be considered binding. The Purchasing Manager must receive all requests for interpretations or corrections no later than the date specified in the RFP timetable. The RFP consists of all documents identified in the Scope of Work section of this RFP.

4.2 Submission of Proposals

Submit one (1) electronic copy of the proposal and price proposal (proposal and price proposal should be in separate files) via DemandStar **OR** sealed and clearly marked “RFP 2026-22” and submitted to the Purchasing Department, City of Eau Claire, 203 S. Farwell, Eau Claire, WI 54701 (if in-person, UPS, or FedEx) not later than the deadline listed in this RFP.

Modified qualifications and proposals can be submitted to replace all or any portion of previously submitted information. The Selection Committee will only consider the latest version as part of its deliberations.

4.3 Withdrawal of RFP

Qualification and proposal information may be withdrawn from consideration prior to the submission deadline by written request, on the Consultant’s letterhead, submitted to the Purchasing Manager.

4.4 RFP Postponement or Cancellation

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all submittals to the RFP, re-advertise this RFP, postpone or cancel at any time this RFP process, or waive any irregularities in this RFP as it deems to be in the best interest of the City of Eau Claire.

4.5 Contracting Department

The City of Eau Claire Utilities Department, Cole Cloutier cole.cloutier@eauclairewi.gov will administer the contract resulting from this RFP.

4.6 Incurring Costs

The City of Eau Claire is not liable for any cost incurred by proposers in replying to this RFP. The City of Eau Claire reserves the right to accept or reject any or all proposals and to waive technicalities in any proposal or part thereof deemed to be in the best interest of the City of Eau Claire.

4.7 Proprietary Information

Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself. Each page must be clearly marked "CONFIDENTIAL". The City shall comply with State and Federal Law(s) as to complying with request for information.

4.8 Fixed Price Period

All price, cost, and conditions outlined in the RFP/Price Proposal shall remain fixed and valid for acceptance for a 90-day period commencing on the due date of the contractor's proposal. The City reserves the right to negotiate the scope of services and cost with the highest ranked consultant, when only one firm is short-listed.

4.9 Certification of Independent Price Determination

By signing this proposal, the respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

The process in this proposal has been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to opening in the case of an advertised procurement or

prior to award in the case of a negotiated procurement, directly or indirectly to any other respondent or to any competitor.

4.10 Restricting Competition

No attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

4.11 Debarment and Suspension

A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4.12 Clarification of the RFP (Request for Proposals)

If additional information is necessary to assist the vendor in interpreting this RFP, direct questions by: phone (715) 839-8109 or email: greg.bowe@eauclairewi.gov. See timetable for submittal of formal questions.

Section 5.0 – Preparing and Submitting:

5.1 General Instructions

Evaluation and selection of the firm for this project will be based on information submitted in the request for proposal plus references, oral presentations (if requested), other references and supplemental information. Failure to respond to each requirement in the RFP may be the basis for rejecting a response.

Elaborate Proposals; e.g. expensive artwork beyond that which is sufficient to present a complete and effective proposal is not necessary.

5.2 Request for Proposal (RFP)

Letter of Introduction/Statement of Interest

- Summarize the firm’s interest in this project and any special knowledge or expertise that the firm has to offer.
- Include name of contact person, phone number, e-mail address and web site address

Table of Contents

- Include a Table of Contents that outlines in sequential order, the major areas of the proposal. All pages of the proposal, including enclosures, must be clearly and consecutively numbered as documented in the Table of Contents.

Firm's Information; including the following:

- Office location
- Ownership, affiliation, and years in business
- Past performances on similar contracts in terms of cost control, quality of work and compliance with performance schedules.
- List of the last three (3) assignments of similar projects and budget ranges that were completed by the firm, including the firm's lead person and references for this project.

Firm's Financial Responsibility

- The Firm shall provide information demonstrating that it has the necessary financial resources to perform the contract resulting from this RFP. Proposers must submit with their response to the RFP at a minimum, a current credit statement or letter from the firm's primary Bank verifying credit worthiness.

Information on individuals who will provide the service, including the following:

- Resume or biosketch of the individual in charge of the service and other employees involved.
- Identify any sub-consultants to be used on the project and the percentage of their level of involvement along with their experience working on like projects.

Proposed services; Include the following:

- Proposed work plan or proposed scope of work and technical/innovative approaches for the project. Provide both a summary and the detail of your proposed services.
- Indicate proposed timeframe to complete the tasks and the estimated number of hours per assigned individual or specific service.

Price Proposal:

- Price Proposal shall include any and all one-time or set-up charges, as well as all other fees that will be charged.
- The price must reflect all costs, which the City would be required to pay the firm in connection with Section 2.0, Scope of Work in this RFP.
- The price proposals shall be submitted separately from the technical response in a separate email file and shall include a price for each category specified and all other costs, on an annualized basis, for which the City will be expected to pay, must be indicated on the form.

Section 6.0 – Evaluation Process & Criteria:

6.1 Evaluation Criteria

The evaluation team will base their decision on the qualifications and experience of the firm and staff along with feedback that may be requested from references. The evaluation process will include a review and ranking by each individual member of the review team of each proposal. The review team may meet and combine their rankings to select the top firms to have their price proposals reviewed.

The price proposal of the highest ranked firms will have their price proposals opened and the cost of the services will be formulated with the firms ranking to arrive at the total ranking of each of the three firms. The recommendation to award the contract will be to the firm that has the highest point total of the selected firms

6.2 Appeals Process:

Protests of this award must be made in writing specifically stating provisions that have been violated and filed with the Purchasing Department within 14 days after issuance notice of award or after such proposer knows or should have known the facts given rise thereto. Protest process will follow City Code of Ordinance 2.92.195.

6.3 Negotiations with top rated firm

Upon selection of the top-rated firm, the City may enter into limited negotiations with the selected top-rated firm to clarify the scope of services to be provided. Note, however, that costs for services are part of the evaluation and scoring of points. You are encouraged to submit your best and final offer with the proposal.

6.4 Terms of Agreement

Upon mutually agreeing to the terms of the contract, written agreement will be prepared by the City utilizing the City's contract agreements (Exhibit B attached) as amended to the specific terms of this contract. It is important to note that the City will not indemnify the Consultant. The City will own all documents and drawings they pay a Consultant to prepare.

6.5 Failure to Reach Agreement

If an agreement cannot be reached with the top-rated firm, negotiations will be terminated and the City will open negotiations with the second rated firm. The negotiation process will continue until an agreement is reached with one of the short-listed firms. If no agreement is reached with the short-listed firms the negotiation process will be terminated at the City's discretion.



CITY OF EAU CLAIRE, WISCONSIN

AGREEMENT

**SERVICES
PROJECT NO.**

I. NAME OF CONTRACTING PARTIES

This contract is entered into on _____ 20__, between the City of Eau Claire, 203 South Farwell Street, Eau Claire, Wisconsin 54702-5148, hereafter called the City and _____, hereafter called CONSULTANT.

The parties hereto agree as follows:

II. PROJECT MANAGER

A. Assignment of Project Manager

The CONSULTANT shall assign the following individual to manage the project described in this contract.

Project Manager:

The CONSULTANT appoints _____ to function as project manager with respect to the work performed under this contract.

B. Changes in Project Manager

The City has the right to approve or disapprove any proposed change from the individual named in Article II.A. The City shall be provided with a resume for any proposed substitute and shall be given the opportunity to interview that person prior to its decision to approve or disapprove.

III. SCOPE OF WORK AND RESPONSIBILITIES OF THE CONSULTANT

A. Scope of Work

The CONSULTANT shall provide the services described in Attachment 'A', Scope of Services.

B. Other Services

The CONSULTANT shall, upon request and without additional compensation, furnish such explanation as may be necessary to clarify and interpret the plans, specifications or report, as the case may be.

C. Additional Services

The CONSULTANT shall provide additional products and/or services provided by this Agreement if such additional products and/or services are requested in writing by the City's Project Manager or other authorized employee of the City. Such additional costs may not be incurred prior to receipt of written approval by the City. Compensation for services provided by this Agreement shall be as specified in Article V. Costs for additional products and services not covered under this Agreement shall be negotiated and set forth in a written amendment to this Agreement executed by both parties. The amendment shall be executed by both parties prior to proceeding with the work covered under subject amendment.

IV. RESPONSIBILITY OF THE CITY

At its own expense, the City will have the following responsibilities regarding the execution of the contract by the CONSULTANT.

A. Project Officer

The City appoints _____ to function as project officer to act as the City's representative with respect to the work performed under this contract.

B. Prompt Response

To prevent an unreasonable delay in the CONSULTANT's work, the City will examine all reports, drawings, specifications and other documents and will make authorizations in writing to the CONSULTANT to proceed with work within a reasonable time period.

C. Project Requirements

The City will furnish, at the CONSULTANT's request, such information as is needed by the CONSULTANT to aid in the progress of the project, providing it is reasonably obtainable from City records.

V. COMPENSATION AND TERMS OF PAYMENT

The City shall pay the CONSULTANT, in accordance with the terms and conditions of this contract for basic services, as set forth in Article III A and B, a maximum fixed fee of \$ _____, and for additional services, as set forth in Article III.C, subject to written approval of the City, at the rates shown in Attachment 'B'. Rates shown in attached fee schedules shall be firm for the duration of this agreement.

VI. METHOD OF PAYMENT

The CONSULTANT shall submit itemized monthly statements for services described in Article III of the contract. The City shall pay the CONSULTANT within 30 calendar days after receipt of such statement.

VII. TERMINATION OF THE CONTRACT

A. For Cause

If, through any cause not beyond the control of the CONSULTANT, the CONSULTANT shall fail to fulfill in timely and proper manner the obligations under this agreement, the City shall have the right to terminate this contract by written notice to the CONSULTANT. In this event, the CONSULTANT shall be entitled to compensation for any usable work completed.

B. For Convenience

The City may terminate this contract by giving written notice to the CONSULTANT no later than 10 calendar days before the termination date. If the City terminates the contract under this clause, the CONSULTANT shall be entitled to just and equitable compensation for any work completed.

VIII. CONFLICT OF INTEREST

No elected official or employee of the City who exercises any responsibilities in the review, approval, or carrying out of this contract shall participate in any decision relating to this contract which affects his or her direct or indirect personal or financial interest.

IX. ASSIGNABILITY

The CONSULTANT shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City.

X. TITLE TRANSFER

The products of this contract shall be the sole and exclusive property of the City. Upon completion or other termination of this contract, and at the request of the City, the CONSULTANT shall deliver to the City machine-reproducible copies of any and all materials pertaining to this contract. Future use of these products (plans, specifications, and all other materials produced under this contract) by the City for different facilities without specific adaptation by the CONSULTANT, will be at the risk of the owner.

XI. PUBLIC RECORD CONTRACT CLAUSE

Both parties understand that the city is bound by the public records law, and as such, all of the terms of this agreement are subject to and conditioned on the provisions of Wis. Stats. § 19.21, et seq. CONSULTANT acknowledges that it is obligated to assist the city in retaining and producing records that are subject to the Wisconsin Public Records law, and that the failure to do so shall constitute a material breach of this agreement, and that the contractor must defend and hold harmless from liability under that law in regard to records maintained or that should have been maintained by the contractor. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this agreement.

XII. CONFIDENTIALITY

No reports, information, and/or data given to or prepared or assembled by the CONSULTANT under this contract shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the City.

XIII. INDEMNITY

The CONSULTANT shall indemnify and hold harmless the City, its employees and subcontractors from and against any and all claims and actions, including reasonable attorney's fees, arising out of damages or injuries to persons or tangible property to the extent they are caused by a negligent act, error, or omission of CONSULTANT or any of its agents, subcontractors, or employees in the performance of services under this Agreement.

XIV. INSURANCE

To the satisfaction of the City, the CONSULTANT shall maintain insurance or otherwise provide protection against claims under Worker's Compensation acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out

of errors, omissions, or negligent acts for which the CONSULTANT is legally liable. A certificate showing the amounts and extent of such protection shall be submitted to the City prior to commencement of work under this contract.

XV. CONTROVERSIES

Any controversy or claim arising out of this contract will be settled in accordance with Chapter 2.92 of the City Code of Ordinances.

XVI. DEBARMENT AND SUSPENSION

A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The prospective primary participant certifies to the best of its knowledge and belief that it and its principals: a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

XVII. ERRORS OR DEFICIENCIES

The CONSULTANT shall without additional compensation revise any materials prepared under this contract if it is determined that the CONSULTANT is responsible for any errors or deficiencies.

Further, the CONSULTANT shall be responsible for costs incurred by the City, which are over and above the costs that would have been incurred, had the error, omission or deficiency not occurred.

XVIII. CONTRACT PERIOD

This agreement shall, unless otherwise stated elsewhere herein, terminate upon final payment to the Consultant. Both parties' obligations under this agreement, which by their nature are intended to continue beyond termination or expiration of this Agreement, shall survive the termination or expiration of this agreement.

XIX. COMPLETENESS OF THE CONTRACT

This document and any specified attachments contain all terms and conditions of this contract and any alteration shall be invalid unless made in writing, signed by both parties, and incorporated as an amendment to this contract. There are no understandings, representations or agreements, written or oral, other than those incorporated herein.

IN WITNESS WHEREOF, the parties have signed this contract as of the day and year first above written.

FOR THE CITY:

BY: _____
Greg Bowe
Purchasing Manager

FOR THE CONSULTANT:

BY: _____
Signature

Name (typed/printed)

Title