



CITY OF DULUTH, MN

July 22, 2026

**Request for Proposals
for**

**Engineering Services for Canal Park Drive
Rehabilitation**

RFP 26-99619

Proposals Due: Tuesday, August 25, 2026 at 3:00 pm local time

PROJECT OVERVIEW

The City of Duluth is interested in retaining a consultant to provide professional engineering services to complete a design of a concrete joint repair and lighting replacement project on Canal Park Drive in Duluth. The project will stretch from Railroad Street to Buchanan Street.

BACKGROUND

Canal Park is a highlight tourist destination within the City of Duluth and the streets within Canal Park are surfaced with concrete pavement dating from initial paving in the 1990's. This pavement is degraded and joints have been repaired via various repairs through the years. Today, these joints require significant effort to repair. The City is looking for a consultant to review the current joint condition and develop construction documents to repair these joints/panels with a goal of restoring and lengthening the life of the current pavement.

The proposed design would include:

- Repair of concrete joints on Canal Park Drive, from Railroad Street to Buchanan Street. This project will not extend into Buchanan Street beyond the intersection.
- Replacement of street lighting on Canal Park Drive within the project limits. While lighting beyond Canal Park Drive will not be replaced as part of the construction project, the system (service cabinet, etc.) shall be designed to handle powering the lighting throughout Canal Park, which will be replaced at a later date through other projects.

The selected consultant will be tasked with initial investigation and recommendations, preparing the project memorandum, design plans and specifications suitable for bidding the project, and with providing technical support through the project bidding process. The City is not including construction phase services with this contract, though construction services may be requested at a later date.

GENERAL PROJECT SCOPE

Consulting engineering services are expected to include all work necessary to evaluate the condition of the existing pavement and recommend specific repairs, prepare construction plans and special provisions for the recommended repairs, and provide technical assistance to the City through the state aid process. This work will include preparing environmental documentation for the project. The City anticipates that this project, due to the rehabilitation nature of the expected project, will qualify as a categorical exclusion.

These tasks will be defined in greater detail within this solicitation. All work shall be performed in accordance with the most recent version of the Minnesota DOT State Aid Manual, Minnesota DOT Standard Specifications for Construction, and City Standard Specifications and Engineering Guidelines.

SCOPE OF SERVICES

The Consultant shall provide the following scope of services, as described in detail below, following the general summary: Project Management, Project Reconnaissance, Engineering Design, and Project Bidding. As noted below, the Consultant shall not provide construction administration services at this time.

1. Project Meetings, Management and Coordination

Consultant shall manage their effort to complete the design effort required to produce the project. This shall include the overall project management effort, project meetings and coordination with stakeholders.

Project Management

The Consultant is expected to manage their project effort in an efficient manner and within the schedule proposed. This includes tasks such as timely invoicing, coordination of internal resources, scheduling of the project and required resources, and providing quality control of the deliverables.

Meetings

The consultant shall expect to attend a public meeting and multiple internal design review and/or coordination meetings.

- Kickoff Meeting: Consultant shall organize and prepare a kickoff meeting to review project tasks and review project schedule to ensure project remains on track.
- Design/Review Coordination: Meetings can be conducted via on-line tools (Teams, etc.). Consultant should plan effort based on these meetings occurring monthly through bidding.
- Public Meeting: Consultant shall prepare materials for and attend one public meeting to introduce the project and the impact to the adjacent properties. City staff will assist in coordinating the meeting location in the Canal Park area. Consultant will provide all boards/presentation materials for the meeting. City staff may do additional outreach and/or meetings and any additional public meetings where the Consultant is requested to attend would be considered outside of scope.

Project Stakeholder Engagement

The City intends to handle day-to-day coordination with local stakeholders and businesses. The Consultant may need to reach out to specific stakeholders in regards to traffic control and access management specifics, as it relates to the preparation of the construction drawings only.

2. Project Reconnaissance/Evaluation

Proposer will be responsible for performing an assessment of the concrete joints on the project. Consultant will be responsible for performing survey sufficient to locate and provide for all lighting installations, joints that need to be repaired and any pedestrian ramp replacements required as part of this project.

Consultant shall complete the project memorandum and required attachments suitable for submittal to the District State Aid Engineer (DSAE) for approval. Consultant shall assist in any responses required to the DSAE based on their review.

The City has prepared and submitted cultural and protected species worksheets to MnDOT.

Project Reconnaissance will include the delivery of a technical memorandum summarizing the repairs to be completed and preliminary cost estimate for review by the City.

3. Engineering Design

The consultant will be responsible for preparing full engineering design plans and project special provisions for this project, suitable for bidding and construction. This design will supplement existing City standard specifications, and applicable MnDOT standards specifications and standard plans. The City will provide boilerplate special provisions language for consultant use in preparing these documents.

The City assumes a project deliverable for review at the following stages:

- 50% Design Review: Preliminary layout and photometrics. Design detail is minimal, with standard boilerplate language and details included only. Project photometrics are completed. This is generally considered to be the time for any significant design changes. Preliminary cost estimate is prepared for comparison to available funding.
- 90% Design Review: Final design review, draft project special provisions review. Final cost estimate is prepared. These plans should be considered ready to submit to DSAE for project review.

A final deliverable, after all reviews are completed, will consist of the design plans (in PDF format) signed by the engineer of record, special provisions (PDF and Microsoft Word format) and a final cost estimate, with individual bid items matching the bid quantities (PDF and Microsoft Excel format). City staff will route the design plans for internal signatures.

4. Project Bidding

The City will oversee bidding the project. The consultant shall be available for answering clarification questions and if needed, preparing addendum responses. The proposers should include 16 hours of the project manager's time within their cost proposal for addressing questions through the bidding process.

5. Construction Administration

The City plans to provide construction inspection and administration of the project at this time. If necessary, construction phase services may be requested under separate cover. The Consultant should not include any time for construction administration at this time.

PROJECT COMPLETION DATES

July 23, 2026
August 25, 2026

RFP Issued
Proposals Due

August 28, 2026	Selection of Consultant
September 14, 2026	Council Approval to Award Contract
October 2026	Project Memorandum Submittal
November 2026	50% Plan Review
December 2026	90% Plan Review
February/March 2027	Advertise for Bids
March/April 2027	Receive Bids
July 2027	Start Construction
September 2027	Construction Completion
November 2027	Submittal of Record Drawings

PROPOSAL CONTENTS

The proposal shall be submitted in the following format broken into the sections identified below. Proposals not following the specified format will not be reviewed. No additional sections or appendices are allowed. The proposal will be submitted with a Qualifications Proposal and a Cost Proposal in a separately sealed envelope. To be considered, hard copies of proposals must arrive at the City on or before the time and date specified in the RFP Calendar of Events. The City will not accept proposals via email or facsimile transmission. The City reserves the right to reject or to deduct evaluation points for late proposals.

Qualifications Proposal Contents

- Proposers shall include three (3) paper copies of the qualification proposal with the submittal.
 - One (1) copy shall be unbound. The unbound copy may be secured with a binder clip or other method that is easily removed for scanning.
- The qualifications proposal shall be limited to twelve (12) single-sided pages.
- Proposers may opt to include one (1) single-sided page 11" X 17" page if necessary for a project layout, workplan or other graphical design.
- The separate cost proposal can be on an 11" X 17" page.
- Proposals that exceed the page limit will not be reviewed past page 12.
- Cover pages and or graphical dividers will not be considered as part of the page limitations.

The proposal format shall be as follows:

1. Project Understanding

A brief restatement of the goals and objectives and the project tasks to demonstrate the responder's review and understanding of the project. Consultant should identify key project challenges and overall suggestions for how to address them.

2. Similar Project Experience

An outline of the responder's background and experience with similar projects, providing concrete repair work and lighting design on roadways in urban areas.

3. Personnel

Identify key personnel to conduct the project and detail their training and work experience. Identify how personnel proposed for this project were involved with the projects listed as experience. Identify a professional engineer registered in the State of Minnesota who will oversee the overall project and be responsible for certifying the plans and special provisions. Once the project is awarded, no change in key personnel assigned to the project will be permitted without approval of the City. Note and address pre-qualification requirements below in item 4.

4. Knowledge of Duluth Requirements and Pre-qualification

Include a brief description of the firm's knowledge and experience utilizing the City of Duluth Engineering Guidelines and Construction Standards.

Lighting design must be performed by staff meeting prequalification 14.3 with the Minnesota Department of Transportation (Roadway Lighting Design). The lighting designer may be a subconsultant that prepares the lighting design plans and special provisions. Proposers that do not include a lighting designer holding prequalification 14.3 will be disqualified for this project.

5. Work Plan and Scope of Work

Consultant shall include a detailed statement of the project scope of work and demonstrate how the Consultant plans to organize and complete the work. This must include a detailed work plan identifying the tasks to be accomplished and the budget hours planned on each task and subtask. The work plan shall be prepared in chart/spreadsheet format, including each proposed task and the number of hours for each staff person on that task. The work plan shall be generally organized to match the consultant's scope of work.

The work plan is expected to be a mirror of the cost proposal, with cost of staff/phases/tasks removed. The work plan is used to evaluate the Consultant's understanding of the effort involved in the preparation of this project.

6. Work Schedule

An anticipated work schedule shall also be provided. The work schedule shall identify all key milestone dates.

7. References

Provide names, email addresses, and telephone numbers of at least three (3) references for whom the respondent has performed similar street and utility construction services. **References shall not include City of Duluth staff.**

COST PROPOSAL CONTENTS

Provide one (1) unbound copy of the cost proposal in a separate sealed envelope, clearly marked on the outside "Cost Proposal" along with the responder's official business name and address. Terms of the proposal as stated must be valid for the project length of time.

The consultant must include a not to exceed (NTE) total project cost, as well as subtotals for design services, bidding, and any subconsultant fees. The cost proposal shall include all of the following:

- A breakdown of the hours by task for each employee. This shall be in the same format as the work plan in the Qualifications Proposal with the addition of costs.
- Hourly rates for each specific employee proposed (not general rates by category). These rates should be organized to include all relevant overhead costs within a single rate for staff.
- Identification of anticipated direct expenses and rates for miscellaneous charges such as mileage and copies.
- Identification of any assumption made while developing this cost proposal.
- Identification of any cost information related to additional services or tasks. Include this in the cost proposal but identify it as additional costs and do not make it part of the total project cost.
- Proposals must be signed by an authorized official. If the official signs the Proposal Cover Sheet attached as Appendix A, this requirement will be met.
- **The Consultant must not include any cost information within the body of the RFP qualification proposal response.** Including cost information within the qualification proposal will be grounds to disqualify the Consultant for consideration.

SELECTION

The proposals will be reviewed by City Staff. The intent of the selection process is to review proposals and make an award based upon qualifications as described herein. A 100-point scale will be used to create the final evaluation recommendations. The factors and weighting on which proposals will be judged are:

	Item	Percent
1	Firm experience	10%
2	Personnel experience	15%
3	Work Plan and Schedule	25%
4	Project Understanding	25%
5	Project costs/fees	25%

Proposals will be evaluated on a best value basis with 75% qualifications and 25% cost consideration. The review committee will not open the cost proposal until after the qualification points have been awarded. Cost proposals will only be opened for the three top ranked firms. The City anticipates that the evaluation and selection will be completed by August 28, 2026 and official award of contract to be made at the City Council meeting scheduled for September 14, 2026.

SUBMITTAL DATE

Submit unbound original in an envelope marked, “ 26-99619 RFP for Eng Svcs for Medical District Lighting Improvements” by 3:00 PM CDT, August 25, 2026 to:

Patrice Stalvig, Purchasing Agent
City of Duluth – Purchasing Department
411 W 1st Street, Room 120 City Hall
Duluth, MN 55802

Digital copies of proposals may be requested of proposers after proposal due date.

CONTACT

All questions concerning the project shall be directed to:

Joe Jurewicz, P.E., Senior Engineer
City of Duluth – Engineering Division
411 W 1st Street, Room 240 City Hall
Duluth, Minnesota 55802
jjurewicz@duluthmn.gov
(218) 730-5095

The deadline to submit questions is Tuesday, August 18, 2026.

LIMITATIONS

This Request for Proposal does not commit the City of Duluth to award a contract or pay costs incurred in the preparation of the proposal, or to procure a contract for services or supplies.

The Proposal shall not in any way include any restrictions on the City of Duluth. The Consultant shall NOT provide proposed contract language.

The City of Duluth specifically reserves the right to accept or reject any or all proposals, to negotiate with any qualified source, to cancel in part or in its entirety the Request for Proposal, to waive any requirements, to investigate the qualifications of any proposal, to obtain new proposals, or proceed to have the service provided in any way as necessary to serve the best interests of the City of Duluth.

The selected consultant must sign the City of Duluth Standard Professional Engineering Services Agreement, a sample of which is available at <https://duluthmn.gov/purchasing/forms/>. Any questions concerning this agreement should be asked PRIOR to proposal submittal. These questions should be directed to Joe Jurewicz in the City Engineering Office.

All materials submitted in response to this RFP will become property of the City and will become public record after the evaluation process is complete and an award decision made.

Prior to entering into an agreement with the City, the Consultant shall furnish proof that it has met all legal requirements for transacting business in the State of Minnesota.

By submitting a proposal, each Bidder understands, represents, and acknowledges that:

- a. Their proposal has been developed by the Bidder independently and has been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or suppliers of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent bidding or competition, and that the contents of the proposal have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder.
- b. There is no conflict of interest. A conflict of interests exists if a Bidder has any interest that would actually conflict, or has the appearance of conflicting, in any manner or degree with the performance of work on the project. If there are potential conflicts, identify the municipalities, developers, and other public or private entities with whom your company is currently, or have been, employed and which may be affected.
- c. It is not currently under suspension or debarment by the State of Minnesota, any other state, or the federal government.
- d. The company is either organized under Minnesota law or has a Certificate of Authority from the Minnesota Secretary of State to do business in Minnesota, in accordance with the requirements in M.S. 303.03

City of Duluth
Supplementary Provisions for State and/or Federally Assisted Activities

1. Disbursements

- (a) No money under this Contract shall be disbursed by the City to any Contractor unless the Contractor is in compliance with the Federal Agency requirements with regard to accounting and fiscal matters to the extent they are applicable.
- (b) Unearned payments under this Contract may be suspended or terminated upon the Contractor's refusal to accept any additional conditions that may be imposed by the Federal Agency at any time; or if the grant, if applicable, to the City under which this Contract is made is suspended or terminated.

2. Subcontracting Requirements

- (a) The Contractor shall include in any subcontract the clauses set forth in these City of Duluth Supplementary Provisions in their entirety and shall also include a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
- (b) The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the City's prior written approval of the subcontractors. The City will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by a Federal Agency or the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.

3. Termination

For Cause: If the Contractor is in breach of the Contract, the City, by written notice to the Contractor, may terminate the Contractor's right to proceed with the Work. Upon such termination, the City may take over the Work and prosecute the same to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any additional cost incurred by the City in its completion of the Work and they shall also be liable to the City for liquidated damages for any delay in the completion of the Work as provided below. If the Contractor's right to proceed is terminated, the City may take possession of and utilize in completing the Work such materials, tools, equipment, and plant as may be on the site of the Work and necessary therefore.

For Insufficient Funds: City shall have the right to terminate this contract immediately without other cause in the event that all or a portion of the funds that the City intends to use to fund its obligations under the contract have their source with the State or Federal government or any agency thereof and said source reduces or eliminates their obligation to provide some or all of the funds previously committed by it to fund City's payment obligations under the Contract. The City agrees that termination hereunder will not relieve the City of its obligation to pay Contractor for Work satisfactorily performed and reasonable costs incurred prior to the effective date.

Without Cause: Notwithstanding anything herein to the contrary, the City may terminate this Contract at any time upon written notice given by the City (for any reason, including the convenience of the City) to the Contractor at least thirty (30) days prior to the effective date of the termination of this Contract. The City agrees that termination hereunder will not relieve the City of its obligation to pay Contractor for Work satisfactorily performed and reasonable costs incurred prior to the effective date of the termination provided that Contractor has not committed a breach of this Contract. Nothing contained in this section

shall prevent either party from pursuing or collecting any damages to which it may be entitled by law.

4. Suspension of Contract.

The City may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. During this suspension, any work performed is deemed unauthorized and undertaken at risk of non-payment.

5. Force Majeure.

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the Work due to any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency; any acts of the City; causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in their performance of some other contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; nor to any delay of any Subcontractor occasioned by any of the causes specified above. The Contractor shall promptly notify the City in writing within ten (10) days of the delay. Upon receipt of such notification, the City shall ascertain the facts and the cause of the delay. If, upon the basis of facts and the terms of the Contract, the delay is properly excusable, the City shall extend the time for completing the Work for a period of time commensurate with the period of excusable delay.

6. Clean Air Act and Federal Water Pollution Control Act

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Contractor agrees to include this provision in any subcontract exceeding \$150,000 that is financed in whole or in part with Federal funds.

7. Energy Standards.

Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

8. Suspension and Debarment.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM.gov), 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 19898 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.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors must certify that that it will not and has not used Federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

10. Telecommunications and Video Surveillance Services or Equipment

In the performance of this contract, Contractor/Supplier shall comply with Public Law 115-232, Section 889, which prohibits the procurement or use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, use of video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) is prohibited.

In addition, telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country is prohibited.

11. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, Contractor shall, to the greatest extent practicable under a Federal award, supply and/or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

**APPENDIX A – PROPOSAL COVER SHEET
CITY OF DULUTH
RFP# 26-99619 Engineering Services for Canal Park Drive
Rehabilitation**

Bidder Information:	
Bidder Name	
Mailing Address	
Contact Person	
Contact Person's Phone Number	
Contact Person's E-Mail Address	
Federal ID Number	
Authorized Signature	
Name & Title of Authorized Signer	
Email of Authorized Signer	

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE
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