

INVITATION TO BID

Aggregate Materials for 2022

POSTED: December 7, 2022

Bid #: 22-AA04

BIDS DUE: WEDNESDAY, DECEMBER 22, 2021 @ 2:00 PM CST



City of Duluth
411 W. 1st St.
Duluth, MN 55802

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PLANS & SPECIFICATIONS

750-77C3 Washed Sand Specification
750-91A Crushed Rock Specification



Purchasing Division
120 City Hall, 411 W. 1st Street
Duluth, MN 55802-1189
218-730-5340
purchasing@duluthmn.gov

INVITATION TO BID

DELIVERED AGGREGATE MATERIALS FOR 2022

BID NUMBER: 22-AA04

BID OPENING: WEDNESDAY, DECEMBER 22, 2021 AT 2:00 PM

DESCRIPTION: The City of Duluth is requesting bids for Class V gravel (virgin and/or recycled), 3/4-inch washed rock, rip rap and sand. Bidder may provide pricing for both virgin and recycled Class V gravel. Delivered prices shall be FOB destination; bidder is responsible for material until delivered.

AWARD: Successful bidder will be awarded a blanket order for calendar year 2022, with four (4) one-year renewal options by mutual agreement. Prices are to remain firm through 2022; price changes may be allowed in each subsequent year with verifiable justification for change and a 30-day written notice of change. City may reject any price increase and rebid. Quantities in bid form are estimates only.

BIDS: All bids must be complete, signed, and transmitted in a sealed envelope plainly marked with the bid number, subject matter, and opening date.

Bids may be mailed to the Purchasing Office, City Hall, 411 West 1st Street, Room 120, Duluth, MN 55802 or dropped off in person at the same address. **EMAILED BIDS ARE NOT ALLOWED.**

Bids must be received in Purchasing before the bid deadline specified above. The City Purchasing Agent or her designee will conduct a public bid opening immediately following receipt of the bids. In-person bid openings are not occurring. Bidders who wish to view the bid opening should visit <https://www.duluthmn.gov/purchasing/bids-request-for-proposals/> and click the appropriate link.

No alternatives to the specification will be considered unless specifically requested. Erasures or other changes to the bid must be initialed and dated, however no special conditions shall be made or included in the bid form by the bidder.

Please note that the following requirements also apply to this project, and any additional required documents must be submitted prior to award/contract execution. Submitting these documents with your bid will assist in expediting the process.

1. **Insurance** – Contractor must provide proof of Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit prior to the commencement of work. The City of Duluth must be named as an additional insured. Please refer to the insurance requirements included in the bid packet.
2. **Affidavit of Non-Collusion** – The successful bidder shall be required to execute the attached affidavit stating that he/she has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.

The City of Duluth reserves the right to split the award where there is a substantial savings to the City, to waive informalities and to reject any and all bids. Do not include sales tax in the unit price. Price may not be the only consideration for bid award. Bids must be firm for a minimum of 60 days.

CITY OF DULUTH

Patti Stalvig
Purchasing Agent

BID FORM
BID # 22-AA04
DELIVERED AGGREGATE MATERIALS

ITEM	PRICE
See Exhibit A	\$
	\$
	\$
TOTAL	\$

ACKNOWLEDGMENT OF ADDENDA

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

Signature _____ Date _____

Name/Title _____

Company Name _____

Address _____

City, State, Zip _____

Tel. _____ E-Mail _____

If your organization is certified as a Disadvantaged Business Enterprise, please check here: ☐

Vendor Name: _____

EXHIBIT A

NOTES:	1	Certified scale required.
	2	Washed sand product water content will be measured per spec and sieve testing.
	3	One cubic yard = 1.4 ton or 2800 lbs.
	4	All categories are for estimated usage and may vary up or down.
	5	Any failed load in any category is the responsibility of the vendor to truck back.
	6	City will purchase an estimated 26,000 tons of virgin or recycled Class V; not 26,000 tons of each

Material	Delivery/Pricing Details	Estimated Quantity	UOM	Unit Price	Total Price
<u>Class V Gravel (Virgin Material) per 2020 MN DoT Spec 3138.2.B, gradation per 3138.2.E</u>					
Quarry Location: _____					
	Material Only, no delivery	26,000	Ton	\$	\$
Delivery per Ton, no material included:					
	Garfield Ave Service Center (deliveries upon request)	20,000	Ton	\$	\$
	105 N. 40th Ave. W Contact Bob LeDoux (730-4476)	2500	Ton	\$	\$
	Kenwood Pit - intersection of Hovland Lane & Kenwood Ave Contact Bruce Kellerhuis (730-4463)	3500	Ton	\$	\$

Material	Delivery/Pricing Details	Estimated Quantity	UOM	Unit Price	Total Price
<u>Class V Gravel (up to 25% recycled material) per 2020 MN DoT Spec 3138.2.C, gradation per 3138.2.E</u>					
Quarry Location: _____					
	Material Only, no delivery	26,000	Ton	\$	\$
Delivery per Ton, no material included:					
	Garfield Ave Service Center (deliveries upon request)	20,000	Ton	\$	\$
	105 N. 40th Ave. W Contact Bob LeDoux (730-4476)	2500	Ton	\$	\$
	Kenwood Pit - intersection of Hovland Lane & Kenwood Ave Contact Bruce Kellerhuis (730-4463)	3500	Ton	\$	\$

3 / 4-inch Washed Crushed Rock per City of Duluth Spec 750-91a dated April 19, 2002, attached

Quarry Location: _____

Material Only, no delivery

1,000

Ton

\$

\$

Delivery per Ton, no material included:**Garfield Ave Service Center (deliveries upon request)**

1,000

Ton

\$

\$

Material	Delivery/Pricing Details	Estimated Quantity	UOM	Unit Price	Total Price
Rip Rap per 2020 MN Dot Spec 3601.2					
Quarry Location: _____					
	Material Only, no delivery	500	Ton	\$	\$
	<u>Delivery per Ton, no material included:</u>				
	Garfield Ave Service Center (deliveries upon request)	500	Ton	\$	\$

Bedding sand per 2020 MN DoT Spec 3149J

Quarry Location: _____

Material Only, no delivery

500

Ton

\$

\$

Delivery per Ton, no material included:**Garfield Ave Service Center (deliveries upon request)**

500

Ton

\$

\$

Washed sand per City of Duluth Spec 750-77C3 dated May 30, 2000, attached

Delivery to be made from 8/1 to 8/31 each year. Certified scale required.

Quarry Location: _____

Material Only, no delivery	10,670	Ton	\$	\$
<u>Delivery per Ton, no material included:</u>				
1123 Mesaba Ave Contact Bruce Kellerhuis (730-4463)	5,170	Ton	\$	\$
105 N. 40th Ave. W Contact Bob LeDoux (730-4476)	5,000	Ton	\$	\$
2407 Commonwealth Ave Contact Bob LeDoux (730-4476)	500	Ton	\$	\$

DECLARATION OF NON-COLLUSION

I hereby swear (or affirm) under penalty of perjury:

- 1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
- 2) That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
- 3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
- 4) That a family relationship between a City of Duluth employee and bidder/proposer are in non-collusion; and
- 5) That I have fully informed myself regarding the accuracy of the statements made in this declaration.

Signed: _____

Firm Name: _____

Bidder's Federal Identification Number _____



GENERAL BID SPECIFICATIONS

Purchasing Division
120 City Hall, 411 W. 1st Street
Duluth, MN 55802-1189
TEL. 218-730-5340
purchasing@duluthmn.gov

1. General. This document covers quotes or bids requested by the City of Duluth ("City"), including those requested on behalf of its Agents and Authorities. Each authority may issue their own purchase order or contract and will be responsible for it. The City of Duluth Authorities are as follows:
 - a. Duluth Airport Authority
 - b. Spirit Mountain Recreational Area Authority
 - c. Duluth Entertainment and Convention Center
 - d. Duluth Transit Authority
 - e. Duluth Economic Development Authority
 - f. Duluth Housing and Redevelopment Authority
2. Investigation by Bidders. Bidders are responsible for thoroughly reading and understanding the information, instructions, and specifications contained in this Invitation for Bids, and for investigating the site conditions at the Project location(s), if applicable. At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the plans, specifications and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve the bidder from any obligation in respect to their bid.
3. Bidder Questions. Responses to general questions regarding the Invitation for Bids may be made at the discretion of the City. Every request for such interpretation should be in writing and delivered via e-mail or postal mail to the Purchasing Division before the deadline indicated on the Invitation for Bids, or if no deadline is specified, at least five (5) days prior to the scheduled bid opening. Responses will be issued in writing in the form of an Addenda or e-mail to prospective bidders.
4. Changes, Corrections & Withdrawal of Bids. Erasures or other changes to the bid must be initialed and dated, however no special conditions shall be made or included in the bid form by the bidder. Bidders may make requests to withdraw/replace their bids by notifying the Purchasing Division in writing prior to the bid opening date and time.
5. Unit Pricing. If the total bid price is based on unit pricing, the City will verify the extended bid price for each item (obtained by multiplying the unit bid price by the bid item quantity). If any item is incorrectly calculated, the City will use the unit bid price to recalculate the extended item price and the total bid price.
6. Sales Tax. Do not include sales tax in the unit price. A sales tax exemption certificate will be provided upon request.
7. Bid/Quote Submission. Bids may be mailed to the Purchasing Office, City Hall, 411 West 1st Street, Room 120, Duluth, MN 55802, or dropped off in person at the same address. Bids must be received by Purchasing before the time and date specified in the invitation for bid.
8. Non-Collusion Clause. By submitting a bid, the bidder, their agent and/or employee(s) hereby affirm that the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with, and without agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation for Bids, designed to limit independent bidding or competition.
9. Award. Award, if made, will be to the responsible bidder submitting the lowest bid which complies with the conditions of the Invitation for Bids and specifications.
10. Bidder Qualifications. Per Sec 41.23(e) of Duluth City Code, price may not be the only consideration for award. The City will make such investigations as deemed necessary to determine the ability, capacity and skill of the bidder to perform the work and perform it in the time specified without delay or interference, the character, integrity, reputation, judgment, experience and efficiency of the bidder, the quality of the bidder's performance of previous contracts or services, and the sufficiency of the financial resources, equipment available and ability of the bidder to perform the contract. Bidders shall furnish to the City all such information and data for this purpose, when requested.

Minnesota law requires that, in order to transact business in the State, including submitting a response to this request for bids/proposals, a corporate entity of any kind must either be organized under Minnesota law or have a Certificate of Authority from the Minnesota Secretary of State to do business in Minnesota (M.S. 303.03) By submitting this bid/proposal as a corporation, you are certifying that the responding corporation complies with this requirement.
11. Rejection of Bids. The City of Duluth reserves the right to reject any and all bids and to waive any informalities or irregularities in bids received whenever such rejection or waiver is in its best interests.

The City reserves the right to reject any bid if the evidence obtained by the City through such investigation fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work as required by the plans and specifications.
12. Liquidated Damages for Failure to Enter into Contract. The successful bidder, upon their failure or refusal to accept a purchase order or execute and deliver the contract, proof of insurance and bonds required within 10 days after receipt of a notice of the acceptance of their bid, shall forfeit to the City, as liquidated damages for such failure or refusal, the security deposited with their bid (if required).
13. Equal Employment Opportunity. Contractor will be required to comply with all applicable Equal Employment Opportunity (EEO) laws and regulations. Affirmative action must be taken to insure that the employees and applicants for employment are not discriminated against because of their race, color, creed, sex or national origin. The City of Duluth is an equal opportunity employer.
14. Quantities. The City reserves the right to increase or decrease the quantities of items within reason, unless otherwise noted.
15. Prevailing Wages. Per Sec 2-26 of Duluth City Code, payment of not less than the prevailing wage and salary rates specified in the contract documents and the conditions of employment with respect to certain categories and classifications of employees is required for all "Public Works" type projects estimated to exceed \$2,000. This does not apply to off-site production and manufacturing of parts and supplies.
16. Validity of Bids: All bids must remain firm for 60 days from the date of bid opening, unless another period is noted in bid documents or if an extension is agreed upon, in writing prior to the end of the 60-day period.
17. Insurance. All vendors doing work on City property, except vendors making routine deliveries, shall submit an insurance certificate verifying insurance coverage as per current City requirements.
18. Reports. Contractors will be required to provide all data required by the city, state or federal funding source(s) for reporting purposes; including, but not limited to job creation and retention data, itemized invoices, payroll records, certifications and licenses.

Indemnification.

To the extent allowed by law, Service Provider shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from the Service Provider's a) breach of this agreement or b) its negligence or misconduct or that of its agents or contractors in performing the Services hereunder or c) any claims arising in connection with the Service Provider's employees or contractors, or d) the use of any materials supplied by the Service Provider to the City unless such material was modified by City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.

Insurance.

A. Service Provider shall provide and maintain in full force and effect during the life of this Agreement the following minimum amounts of insurance:

- (1) Workers compensation insurance in accordance with applicable law.
- (2) Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
- (3) City of Duluth shall be named as an Additional Insured under the Public Liability and Automobile Liability and Service Provider will provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, and 10-days' notice of non-renewal provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Service Provider's interests and liabilities.

B. Such insurance shall protect Service Provider, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Service Provider, its employees, agents and representatives in the negligent performance of work covered by this Agreement.

C. Certificates showing that Service Provider is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.

FIRM NAME: _____

Date: May 30, 2000
Spec. #750-77C3

**CITY OF DULUTH
MINIMUM SPECIFICATIONS FOR
WASHED SAND**

Bids to meet or exceed specifications listed below.

General

All material shall weigh 2,750 lbs. per cubic yard (moisture 3%-6% less acceptable) and be weighed by a state-certified scale. The city reserves the right to award bids on a total bid basis or on an individual site basis.

After award of contract and before commencing work, the contractor must submit a corporate surety performance bond (city form) in an amount of their successful bid; or in lieu of such corporate surety bond, a certified check in an amount equal to the amount of his bid, drawn in favor of the city of Duluth on a bank authorized to transact business in the state of Minnesota. The bond must be approved by the city attorney prior to commencement of work.

Material to be of following gradation:

Sieve Size:	% Passing Sieve:
~~~~~	~~~~~
#3/8 (9.5 millimeters)	100%
#40 (425 micro meters)	0-50%
#200 (75 micrometers)	0-2%

A material stockpile of at least 1,000 cubic yards of specified sand must be available for city inspection by the date requested on bid request form.

Delivery schedule specified on bid request must be adhered to unless written notification to alter the schedule is received prior to commencement date.

Failure to comply with any provision of this specification may be cause for cancellation of any resulting purchase orders and award to the next highest bidder. Defaulting supplier will be responsible for all additional costs incurred by the city to procure said sand.

CITY OF DULUTH  
MINIMUM SPECIFICATIONS FOR  
WASHED CRUSHED ROCK

Course filter aggregate, 3/4-inch washed crushed rock.

Course filter aggregate MN DoT Spec 3149 H.

Material shall meet the following minimum specification:

<b>Table 3149-10</b>	
<b>Coarse Filter Aggregate Gradation Requirements</b>	
<b>Sieve Size</b>	<b>Percent Passing</b>
1 in [25 mm]	100
3/4 in [19 mm]	85 – 100
3/8 in [9.5 mm]	30 – 60
No. 4 [4.75 mm]	0 – 10

2451.511 course filter aggregate loose volume, cubic yard.