

INVITATION TO BID

Aggregate Materials for 2025

POSTED: December 16, 2024

Bid #: 25-AA02

BIDS DUE: MONDAY, DECEMBER 30, 2024 @ 2:00 PM CST



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

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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 2025

BID NUMBER: 25-AA02

BID OPENING: MONDAY, DECEMBER 30, 2024 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 2025, with four (4) one-year renewal options by mutual agreement. Prices are to remain firm through 2025; 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 Commercial 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 # 25-AA02
DELIVERED AGGREGATE MATERIALS

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

ACKNOWLEDGMENT OF ADDENDA

<u>ADDENDUM #</u>	<u>INITIAL/DATE</u>
<u>ADDENDUM #</u>	<u>INITIAL/DATE</u>
<u>ADDENDUM #</u>	<u>INITIAL/DATE</u>
<u>ADDENDUM #</u>	<u>INITIAL/DATE</u>

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:	<ol style="list-style-type: none"> 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
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Material	Delivery/Pricing Details	Estimated Quantity	UOM	Unit Price	Total Price
Class V Gravel (Virgin Material) per 2020 MN DoT Spec 3138.2.B, gradation per 3138.2.E					
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 Bruce Kellerhuis (730-4463)	2500	Ton	\$	\$
	Kenwood Pit - intersection of Hovland Lane & Kenwood Ave Contact Ross Young (730-4585)	3500	Ton	\$	\$

Material	Delivery/Pricing Details	Estimated Quantity	UOM	Unit Price	Total Price
Class V Gravel (up to 25% recycled material) per 2020 MN DoT Spec 3138.2.C, gradation per 3138.2.E					
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 Bruce Kellerhuis (730-4463)	2500	Ton	\$	\$
	Kenwood Pit - intersection of Hovland Lane & Kenwood Ave Contact Ross Young (730-4585)	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	\$	\$
<u>Delivery per Ton, no material included:</u>				
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	\$	\$
<u>Delivery per Ton, no material included:</u>					
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	\$	\$
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Delivery per Ton, no material included:

1123 Mesaba Ave Contact Ross Young (730-4585)	5,170	Ton	\$	\$
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105 N. 40th Ave. W Contact Bruce Kellerhuis (730-4463)	5,000	Ton	\$	\$
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2407 Commonwealth Ave Contact Bruce Kellerhuis (730-4463)	500	Ton	\$	\$
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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 _____

Insurance.

A. Service Provider shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota, which insurance shall indemnify Service Provider and City from all liability described in the Indemnification paragraphs below, subject to the provisions below:

(1) Workers compensation insurance in accordance with applicable law.

(2) Commercial General and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit shall be in a company approved by the City of Duluth and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability. Umbrella coverage with a "form following" provision may make up the difference between the commercial general and auto liability coverage amounts and the required minimum amount stated above.

(3) City of Duluth shall always be named as an Additional Insured under the Commercial General and Automobile Liability Policies.

(4) Service Provider to provide Certificate of Insurance evidencing all coverages which shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, or 10 days prior to any non-renewal of the policy or coverages evidenced by said certificate, and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City.

B. The insurance required herein be maintained in full force and effect during the life of this Agreement and 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.

D. 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.

Indemnification.

To the fullest extent permitted by law, Service Provider agrees that it shall defend, indemnify, and hold harmless the City, its officers, employees, and agents, past or present, from and against any and all claims including but not limited to claims for contribution or indemnity, demands, suits, judgments, costs, and expenses (including attorneys' fees) asserted by itself or any person or persons including agents or employees of the City of Duluth or the Service Provider by reason of death or injury to person or persons or the loss or damage to property arising out of, or by reason of, any act, omission, operation or work of the Service Provider or its employees while engaged

in the execution or performance of services under this Agreement. Said obligations to defend, indemnify, and hold harmless shall include, but not be limited to the obligation to defend, indemnify, and hold harmless the City in all matters where claims of liability against the City arise out of, relate to, are attributable to, are passive or derivative of, or vicarious to the negligent, intentional, or wrongful acts or omissions of the Service Provider, including but not limited to the failure to supervise, breach of warranty, the failure to warn, the failure to prevent such act or omission by Service Provider, its employees, or its agents, and any other source of liability. Said obligations to defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against City. On ten days' written notice from the City of Duluth, the Service Provider shall appear and defend all lawsuits against the City of Duluth growing out of such injuries or damages. Service Provider shall not be required to indemnify City for amounts found by a fact finder to have arisen out of the sole negligent or intentional acts or omission of the City unless Service Provider should fail to comply with its insurance obligations in this contract to the detriment of City, in which case the Service Provider shall indemnify, defend, and hold harmless the City for any and all amounts except amounts attributed to intentional, willful or wanton acts of the City. This Section, in its entirety, shall survive the termination of this Agreement if any amount of work has been performed by Service Provider. Nothing in this provision shall affect the limitations of liability of the City as set forth in Minnesota Statutes Chapter 466.

The Service Provider understands this provision may affect its rights and may shift liability and specifically agrees to the same.

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.