

INVITATION TO BID

Aggregate Materials for 2017 - REBID

POSTED: December 27, 2016

Bid #: 17-0025

BIDS DUE: THURSDAY, JANUARY 12, 2017 @ 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
100 City Hall, 411 W. 1st Street
Duluth, MN 55802-1189
218-730-5340
purchasing@duluthmn.gov

INVITATION TO BID

DELIVERED AGGREGATE MATERIALS FOR 2017

BID NUMBER: 17-0025

BID OPENING: THURSDAY, JANUARY 12, 2017 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 through December 31, 2017, with four (4) one-year renewal options by mutual agreement. Prices are to remain firm through 2017; 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 100, Duluth, MN 55802 or dropped off in person at the same address.

Bids must be received in Purchasing before 2:00 PM local time on the bid opening date specified on the Invitation for Bids. The City Purchasing Agent or her designee will conduct a public bid opening in Room 100 immediately following receipt of the bids. Once all bids have been reviewed, bid results will be posted at <http://www.duluthmn.gov/purchasing/bids-request-for-proposals/>.

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
Amanda Ashbach
Purchasing Agent

BID FORM - REBID
BID # 17-0025
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 -REBID

- 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
Class V Gravel (Virgin Material) per 2016 MN DoT Spec 3138.2.B, gradation per 3138.2.E					
Quarry Location: _____					
	Material Only, no delivery	26,000	Ton	\$	\$
<u>Delivery per Ton, no material included:</u>					
	Garfield Ave Service Center (deliveries upon request)	20,000	Ton	\$	\$
	Zone 1: McCuen St to Central Ave (far west)	1,250	Ton	\$	\$
	Zone 2: Central Ave to 21st Ave W	1,250	Ton	\$	\$
	Zone 3: 21st Ave W to 21st Ave E	750	Ton	\$	\$
	Zone 4: 1st Ave E to Hwy 61	750	Ton	\$	\$
	1123 Mesaba Ave Contact Bruce Kellerhuis (730-4463)	800	Ton	\$	\$
	105 N. 40th Ave. W Contact Bob LeDoux (730-4476)	800	Ton	\$	\$
	2407 Commonwealth Ave Contact Bob LeDoux (730-4476)	400	Ton	\$	\$

Material	Delivery/Pricing Details	Estimated Quantity	UOM	Unit Price	Total Price
Class V Gravel (up to 25% recycled material) per 2016 MN DoT Spec 3138.2.C, gradation per 3138.2.E					
Quarry Location: _____					
	Material Only, no delivery	26,000	Ton	\$	\$
	<u>Delivery per Ton, no material included:</u>				
	Garfield Ave Service Center (deliveries upon request)	20,000	Ton	\$	\$
	Zone 1: McCuen St to Central Ave (far west)	1,250	Ton	\$	\$
	Zone 2: Central Ave to 21st Ave W	1,250	Ton	\$	\$
	Zone 3: 21st Ave W to 21st Ave E	750	Ton	\$	\$
	Zone 4: 1st Ave E to Hwy 61	750	Ton	\$	\$
	1123 Mesaba Ave Contact Bruce Kellerhuis (730-4463)	800	Ton	\$	\$
	105 N. 40th Ave. W Contact Bob LeDoux (730-4476)	800	Ton	\$	\$
	2407 Commonwealth Ave Contact Bob LeDoux (730-4476)	400	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 2016 MN Dot Spec 3601.2, including Table 3601-1					
Quarry Location: _____					
	Material Only, no delivery	500	Ton	\$	\$
Delivery per Ton, no material included: _____					
	Garfield Ave Service Center (deliveries upon request)	500	Ton	\$	\$

Bedding sand per 2016 MN DoT Spec 3149J.2. and Table 3149-12					
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	\$	\$
Delivery per Ton, no material included: _____					
	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	\$	\$

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit 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 affidavit.

Signed: _____

Firm Name: _____

Subscribed and sworn to me before this _____ day of _____, _____

NOTARY PUBLIC _____

My commission expires: _____

Bidder's Federal Identification Number _____



GENERAL BID SPECIFICATIONS

1. General. This document covers 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. Instruction to Bidders. 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 100, Duluth, MN 55802 or dropped off in person at the same address. Bids must be received by Purchasing before 2:00 PM local time on the date specified. Bids will not be accepted via e-mail unless specifically stated in the Invitation for Bids.
 3. Preparation 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.

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.
 4. 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.
 5. 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
 6. 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.
- 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.
7. 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. A bid summary will be posted on the City website immediately following the bid opening. Awards for construction services and parts /supplies over \$100,000 must be approved by City Council.
 8. Rejection of Bids. The City of Duluth reserves the right to reject any and all bids and to waive any informalities in bids received whenever such rejection or waiver is in its interest.
 9. 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).
 10. 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.
 11. Quantities. The City reserves the right to increase or decrease the quantities of items as required, unless otherwise noted.
 12. 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.

The rates set forth under the General Conditions are the minimums to be paid during the life of the contract. It is therefore the responsibility of bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply, and prospective changes or adjustments of rates.
 13. 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.
 14. 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.

City of Duluth Indemnification & Insurance Requirements

INDEMNIFICATION CLAUSE

To the extent allowed by law, Consultant 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 Consultant'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 Consultant's employees or contractors, or d) the use of any materials supplied by the Consultant 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. Contractor shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota, which insurance shall indemnify Contractor and City from all liability described in the paragraph above, subject to provisions of subparagraph below.
 - (1) Worker's compensation in accordance with the laws of the state of Minnesota.
 - (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; 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.
 - (3) City of Duluth shall be named as **Additional Insured** under the Public Liability, Excess/Umbrella Liability* and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself and the City of Duluth. Contractor shall also provide evidence of Statutory Minnesota Worker's Compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.
 - (4) *An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the City of Duluth as an additional insured.*
 - (4) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days' prior to any cancellation, non-renewal or modification 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.
 - (5) **The use of an "Acord" form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.**
- b. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Contractor, 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 Contractor, its employees, agents and representatives in the negligent performance of work covered by this Agreement.
- c. Certificates showing that Contractor is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Contract and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Contract.
- d. The City shall be named as an additional insured on each liability policy other than the workers' compensation policies of the Contractor.
- e. The certificates shall provide that the policies shall not be changed or canceled during the life of this Contract without at least 30 days advanced notice being given to the City.

- f. Contractor shall be required to provide insurance meeting the requirements of this Paragraph unless Contractor successfully demonstrates to the satisfaction of the City Attorney, in the exercise of his or her discretion, that such insurance is not reasonably available in the market. If Contractor demonstrates to the satisfaction of the City Attorney that such insurance is not reasonably available, the City attorney may approve an alternative form of insurance which is reasonably available in the market which he or she deems to provide the highest level of insurance protection to the City which is reasonably available.

PRE-2004 CG 2010

- A. **Section II - Who Is an Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

NOTICE OF CANCELLATIONS ENDORSEMENT

IL-7002 (10-90)

All Coverage Parts included in this policy are subject to the following condition: If we cancel this policy for any reason other than non-payment of premium, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule.

Schedule	
Person or Organization (Name and Address)	Advance Notice (Days)
City of Duluth Purchasing Division Room 100 City Hall 411 West First Street Duluth MN 55802	30

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.