



Plymouth Parks & Forestry Advertisement for Bid

for

Asphalt

For the Term: 2023-2024

Date of Issue: October 7, 2022

Bid Due Date: Thursday, November 3, 2022 at 1:00 pm, CST

*Bids are to be received electronically at the QuestCDN bidding site
prior to bid closing date and time.*

Contact Info:

Plymouth Parks & Forestry
Sonya Rippe, Project Coordinator
www.plymouthmn.gov/parksrfq
srippe@plymouthmn.gov
(763) 509-5943

Plymouth Parks & Forestry Advertisement for Bid for Asphalt

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Asphalt Advertisement for Bid

I. Overview

Plymouth Parks & Forestry is seeking bids from companies with experience in asphalt services. The selected company will work under the direction of Plymouth Parks & Forestry staff to install asphalt within park property with a high degree of quality and to assure the aesthetic appearance. All services must meet the criteria as detailed in the scope of services.

This Advertisement for Bid does not obligate Plymouth Parks & Forestry to contract the services. The City reserves the right to cancel the solicitation if such action is considered to be in its best interest. This work may be separate from other asphalt work that is specific to a City project/bid.

II. Bid Information

A. Schedule

Plymouth Parks & Forestry schedule for review of the bids and final selection is as follows:

Date	Event
October 7, 2022	Advertising begins
November 3, 2022 at 1:00 pm	Bid Submittal Due & Opening

B. Questions

Prospective contractors who have any questions regarding this bid must submit questions by e-mail or phone to: Brian Swartzter, Parks & Forestry Supervisor, bswartzter@plymouthmn.gov or (763) 509-5947

C. Submittals

All bids will be received electronically at the QuestCDN bidding site until **Thursday, November 3, 2022 at 1:00 pm, CST** and will then be opened publicly online.

Digital copies of the Bidding Documents are available from Quest Construction Data Network (QuestCDN) at <http://www.questcdn.com> for a fee or at www.plymouthmn.gov/parksrfq. On QuestCDN, these documents may be downloaded by selecting this project from the BIDDING DOCUMENTS link and by entering eBidDoc #8298045 on the SEARCH PROJECTS page. For assistance and free membership registration, contact QuestCDN at (952) 233-1632 or info@questcdn.com.

All bids must be made online at the QuestCDN bidding site and must include the following bid elements. All signatures must be signed by an official who is legally authorized to bind the organization.

1. Each proposal must have with it a certified check or bid bond payable to the City of Plymouth in the amount of three (3) percent of the bid as a guarantee the bidder will enter into a contract with the City of Plymouth in accordance with the terms of the bid, in case the bidder is awarded the contract.
2. A completed Company Information form.

3. A completed Asphalt Bid.
4. A completed and signed Certificate of Bid.
5. A completed and signed Responsible Bidder Evaluation.

III. Terms & Conditions

If a contract is awarded, the selected Contractor will be required to adhere to a set of general terms and conditions that will become a part of any formal agreement. These conditions are general principles that apply to all Contractors of service to Plymouth Parks & Forestry.

A. Reporting of Contractor

1. The Contractor is to report to Brian Swartzner, Parks & Forestry Supervisor of Plymouth Parks & Forestry and will cooperate and confer with him as necessary to insure satisfactory work progress.
2. Plymouth Parks & Forestry will review and inspect the Contractor's activities during the term of this contract.

B. Personnel

1. The Contractor will provide the required service personally and will not subcontract or assign services without Plymouth Parks & Forestry's written approval.
2. The Contractor will not hire any City employee for any of the required services without the City's written approval.
3. The parties agree that the Contractor is neither an employee nor an agent of the City for any purpose.

C. Indemnification

The Contractor will protect, defend and indemnify the City of Plymouth, its officers, agents, servants, volunteers and employees against any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the City of Plymouth in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Contractor, any sub-contractor or any employee, agent or representative of the Contractor or any sub-contractor.

D. Subcontractors

Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Contractor shall comply with Minnesota Statute § 471.425. Contractor must pay Subcontractor for all undisputed services provided by Subcontractor within ten days of Contractor's receipt of payment from City. Contractor must pay interest of 1.5 percent per month or any part of a month to Subcontractor on any undisputed amount not paid on time to Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

E. Non-Collusion

Submittal and signature of a quote swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Contractor has not induced or solicited others to submit a sham offer or to refrain from quoting.

F. Responsible Bidder

The City will review the qualifications and experience of bidders for construction, alteration, repair, or maintenance of real or personal property after bids are opened and before a contract is awarded, to determine if the bidder is “responsible.” A “responsible” bidder is a bidder qualified to do the work. This will be determined by assessing the bidder skill, resources, experience, successful performance of similar contracts (on time and on budget), and all other matters bearing upon the likelihood that the contract will be successfully completed.

G. Insurance Requirements

The insurance carrier for City of Plymouth requires evidence of coverage, certificates of insurance, from subcontractors working on city premises prior to the commencement of work. Coverage and limits required are as follows:

General Liability including Completed Operations coverage with minimum limits of:

- \$1,000,000 Each Occurrence Bodily Injury and Property Damage
- \$2,000,000 General Aggregate
- \$2,000,000 Products / Completed Operations Aggregate
- \$1,000,000 Personal Injury and Advertising Injury

The City of Plymouth should be named as an “Additional Insured” on a primary basis, with a Waiver of Subrogation in favor of the City of Plymouth, on the General Liability and Automobile Liability as related to the work performed by the subcontractor on behalf of The City of Plymouth.

Automobile Liability coverage for any Auto, Hired and Non Owned Autos:

- \$1,000,000 Limit

Workers Compensation and Employers Liability:

- Statutory Limits on Workers Compensation
- Employer’s Liability
 - \$500,000 each Accident
 - \$500,000 Disease – each employee
 - \$500,000 Disease – policy limit

Workers Compensation includes a Waiver of Subrogation in favor of the City of Plymouth.

H. Compliance with Laws & Regulations

In addition to non-discrimination and affirmative action compliance requirements listed below, the Contractor(s) ultimately awarded a contract shall comply with federal, state and local laws, including, but not limited to, all applicable OSHA requirements and the Americans Disabilities Act. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

I. Licenses

The Contractor shall obtain and maintain all licenses, permits and/or certificates both permanent and temporary throughout the period of the agreement. The Contractor and staff shall be licensed and authorized to do this specific type of work within the State of Minnesota.

J. Interest

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agency, employee of the City of Plymouth or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any personal or pecuniary interest.

K. Equal Opportunity Employment

The City of Plymouth does not discriminate on the basis of race, color, creed, national origin, sex, religion, age, disability, affection preference, marital status, or status with regard to public assistance in employment. The City of Plymouth is an equal opportunity employer.

L. Ownership of Documents

All documents developed as a result of this contract will be freely available to the public and shall become the property of the City. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the City. Any publication of the information or results must be co-authored by the City.

M. Data Practices

All data created, collected, received, maintained or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.

N. Assigns & Successors

This contract is binding on the City and the Contractor, their successors and assigns. Neither the City nor the Contractor will assign or transfer its interest in this Contract without the written consent of the other.

O. Termination of Contract

1. Termination without Cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.
2. Termination with Cause. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - a. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule)
 - b. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents
 - c. Contractor's disregard of Laws or Regulations of any public body having jurisdiction
 - d. Contractor's repeated disregard of the authority of the City of Plymouth

P. Addendum

1. Any changes to the specifications will be issued as a written addendum. No oral statements, explanations or commitments by whosoever shall be of any effect.
2. The contract may be amended from time to time through written agreement by both parties.

IV. Bonds

A. Payment and Performance Bond

The successful bidders shall furnish a public contractor's performance bond in the amount of "100% of yearly amount bid", if that amount is greater than \$175,000. The agreement shall not be in effect until the Contractor shall have executed and delivered to the City a bond executed by a corporate surety company authorized to do business in the State of Minnesota in the sum of "100% of yearly amount bid" for the use of the City, and all persons doing work or furnishing skill, tools, machinery or materials under or for the purpose of this contract, to secure the faithful performance of this contract by said Contractor and to be conditioned as required by the law of the State of Minnesota for Contractor's bond. Performance bonds may also be made in the form of a certified check in the amount of "100% of yearly amount bid", made payable to the City of Plymouth.

B. Bid Bond

1. Each bid must be accompanied by Bid Bond made payable to the City of Plymouth in an amount of three percent of the bidder's maximum bid price and in the form of a PDF copy of a certified or bank check or a PDF copy of the original Bid Bond (on form attached, if a form is prescribed) issued by a surety meeting the requirements of Section IV, C.
2. The Bid Bond of the successful bidder will be retained until such bidder has executed the agreement and furnished the required contract security, whereupon the Bid security will be returned. If the successful bidder fails to execute and deliver the agreement and furnish the required contract security within fifteen days after the Notice of Award, the City of Plymouth may annul the Notice of Award and the Bid Bond of that bidder will be forfeited. The Bid Bond of the three lowest bidders may be retained by the City of Plymouth until the Agreement is signed and submitted with the bonds as set forth in Paragraph 4 of the Bid Form. Bid Bond of other bidders will be returned within seven days after award of the contract.

C. General Conditions

1. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
2. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
3. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
4. If Contractor has failed to obtain a required bond, the City of Plymouth may exclude the Contractor from the Site and exercise the City of Plymouth's termination rights under Section III, N.
5. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

V. Scope of Services

The overall scope of services sought is to provide and install asphalt as needed for Plymouth Parks & Forestry. Some examples of this work includes overlaying, patching, replacing existing trail sections and parking areas; as well as constructing new trail sections as requested.

The Contractor should be familiar with the sites and location, the work to be done and local conditions affecting the cost of the work under which it must be performed and hereby proposes to furnish all labor, materials and equipment to meet the needs of these services. Plymouth Parks & Forestry will not be responsible for any damages to the Contractor's tools or equipment. There is no parking or storage for equipment at any City facilities.

The services and occurrence may include, but are not limited to:

A. Contract Period

The contract period shall be for two calendar years, 2023-2024.

B. Contract Value

The approximate value of work to be performed during the two calendar years is \$800,000.

C. Asphalt Schedule

1. The City will give as much notice as possible for work needed. However, there are instances when short notice may be given.
2. The Contractor must be reasonably responsive to time sensitive projects.
3. Work is on an "as-needed" basis and may involve multiple sites at individual times throughout the year. However, the City does attempt to plan work geographically when possible, in an effort to minimize trail/road impact, and maintain an efficient use of time and resources.

D. Asphalt Requirements

1. All paving areas are to be based, milled, edged, cleaned, tacked as needed prior to paving.
2. Contractor shall provide all materials, labor, tools and equipment to accomplish the project.
3. All work to be done according to Plymouth Standard Plates as shown in Attachment A, MnDOT ADA Standards which can be found on www.dot.state.mn.us/ada/design, and industry best practices.
4. Areas which are "technically infeasible" to meet MnDOT ADA requirements must be documented as such and best efforts must be made to comply.
5. Contractor is responsible for security of all new areas during curing time of asphalt and any repairs due to vandalism during curing time.

E. Personnel & Supervision

1. The Contractor shall provide sufficiently qualified and trained on-site personnel to execute the work covered by the contract.
2. All personnel shall perform the work in a safe and professional manner.
3. Contractor's personnel shall dress and conduct themselves appropriately on the job site. Shirts are to be worn at all times and must be high-visibility Class 2 or wear an ANSI/ISEA Class 2 vest.
4. The Contractor is responsible for providing their employees with all the necessary personal protective equipment such as special clothing, head, respiratory, eye, hand and foot protection needed in the performance of this work.
5. Contractors must adhere to all applicable laws pertaining to hiring practices and that all personnel employed by the Contractor are legally eligible to work in the United States pursuant to federal and state law.

6. No person shall use tobacco products or electronic cigarettes on City-owned parkland, park facilities, open space or joint City/School District properties, except within the confines of a vehicle in a designated parking area.

F. Safety Requirements

1. All tools and equipment used by the Contractor shall be in proper working order and shall be operated in a manner consistent with commonly-accepted safety standards and all applicable local, state or federal laws.
2. Safety features on equipment should not be altered.
3. Safety shields must be in place on all equipment.
4. Personnel must wear proper protection as required.
5. Equipment is to be operated safely at all times.
6. Any violation of safety standards may be deemed cause for termination of the Contract.

G. Equipment

1. All equipment owned or controlled by the Contractor, while operated and/or located on City of Plymouth's park properties, shall conform with all applicable laws and regulations then in effect, including but not limited to those related to occupational safety and health.
2. All machines will be operated by trained and qualified persons.
3. At no time, shall an operator of a piece of equipment leave the equipment unoccupied and running.
4. Any failure to comply with these provisions could result in immediate termination of the contract.

H. Asphalt Invoicing

1. The Contractor shall email all invoices to the assigned Parks & Forestry staff including the following information.
 - a. Location of where work was completed with park name and address.
 - b. Date of work completed.
 - c. Work completed, including tonnage and pricing.
 - d. Invoices must be accompanied by the State of Minnesota IC-134 Form.

I. Terms of Payment

1. The Contractor will submit an invoice to Plymouth Parks & Forestry on a monthly basis for all work performed during the preceding month.
2. The invoice shall include the sites and cost of installation.
3. Upon approval of required work as specified being completed, the invoice will be forwarded on to Finance for payment.
4. Invoices are due to Finance every Tuesday for processing checks on Friday.
5. A check is generally issued within 7-10 days from each Tuesday.

J. Locations

Work may be required at any City property, easements or rights-of-way within the City of Plymouth, including trails along roadways.

Attachment A: Advertisement for Bid

2023-2024 City of Plymouth

NOTICE IS HEREBY GIVEN that the City of Plymouth is seeking bids from companies with experience in asphalt services. The selected company or companies will work with the assistance and direction of Plymouth Parks & Forestry staff to maintain install asphalt within park property with a high degree of quality and to assure the aesthetic appearance. All services must meet the criteria as detailed in the scope of services. The approximate value of work to be performed is \$800,000 over two years.

All bids will be received electronically at the QuestCDN bidding site until **Thursday, November 3, 2022 at 1:00 pm, CST** and will then be opened publicly online.

Digital copies of the Bidding Documents are available from Quest Construction Data Network (QuestCDN) at <http://www.questcdn.com> for a fee or at www.plymouthmn.gov/parksrfq. On QuestCDN, these documents may be downloaded by selecting this project from the BIDDING DOCUMENTS link and by entering eBidDoc #8298045 on the SEARCH PROJECTS page. For assistance and free membership registration, contact QuestCDN at (952) 233-1632 or info@questcdn.com.

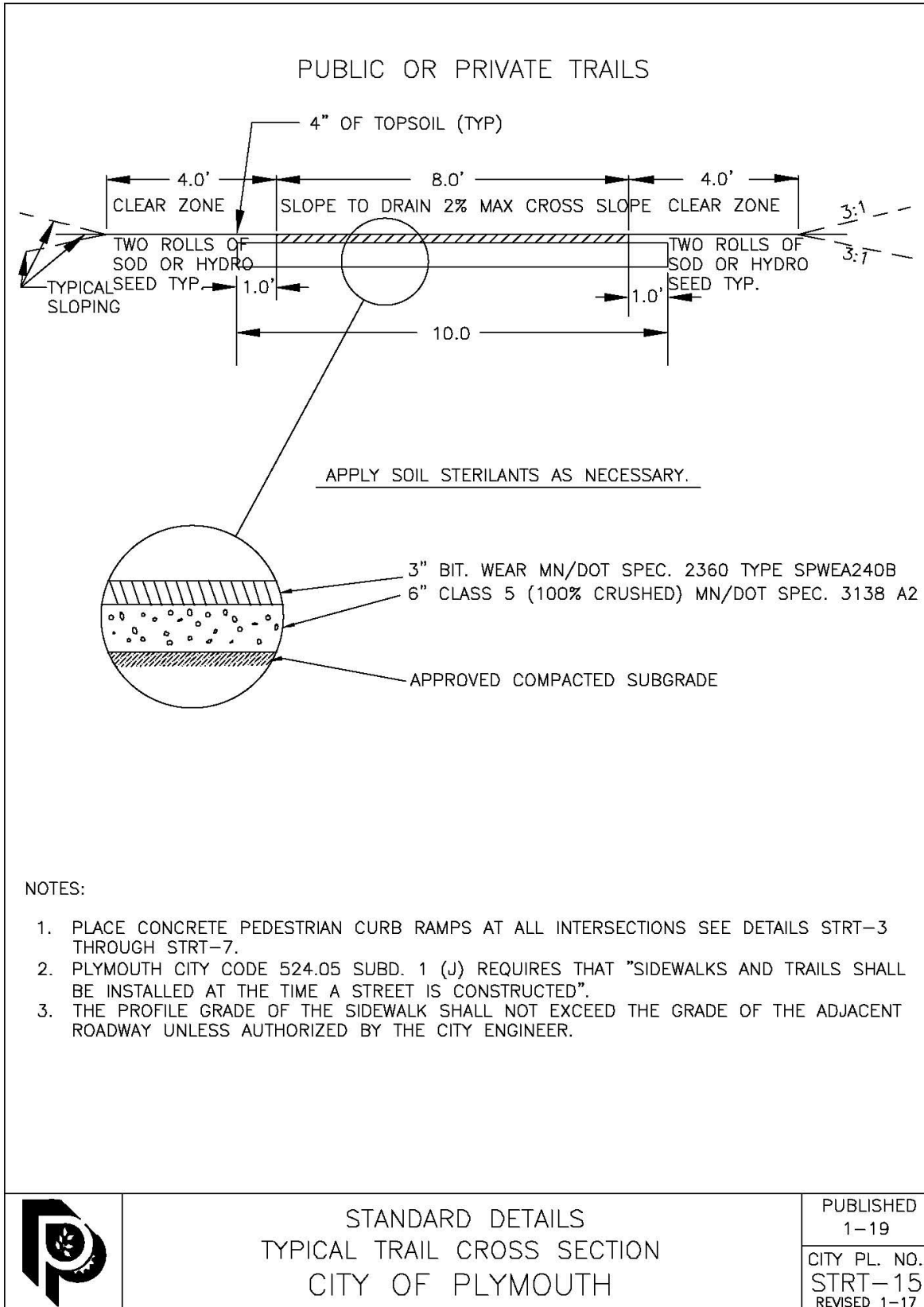
All bids must be made online at the QuestCDN bidding site and must include the following bid elements. All signatures must be signed by an official who is legally authorized to bind the organization.

1. Each proposal must have with it a certified check or bid bond payable to the City of Plymouth in the amount of three (3) percent of the bid as a guarantee the bidder will enter into a contract with the City of Plymouth in accordance with the terms of the bid, in case the bidder is awarded the contract.
2. A completed Company Information form.
3. A completed Asphalt Bid.
4. A completed and signed Certificate of Bid.
5. A completed and signed Responsible Bidder Evaluation.

Direct inquiries to Brian Swartzter, Parks & Forestry Supervisor at (763) 509-5947 or bswartzter@plymouthmn.gov. No questions will be answered within 48 hours of bid opening.

The City of Plymouth reserves the right to reject any or all bids, to waive irregularities and informalities therein and to award the contract in the best interests of the City.

Attachment B: Plymouth Standard Plates





City of Plymouth
Parks & Forestry
14900 23rd Avenue N
Plymouth, MN 55447
www.plymouthmn.gov

Asphalt Advertisement for Bid

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- Each proposal must have with it a certified check or bid bond payable to the City of Plymouth in the amount of three (3) percent of the bid as a guarantee the bidder will enter into a contract with the City of Plymouth in accordance with the terms of the bid, in case the bidder is awarded the contract.
- Company Information - Licenses/Certificates, Lawsuits/Complaints & References
- Asphalt Bid
- Certificate of Bid
- Responsible Bidder Evaluation
- Affidavit of Non-Collusion

The City of Plymouth reserves the right to reject any or all bids, to waive irregularities and informalities therein and to award the contract in the best interests of the City.



**Plymouth Parks & Forestry
Asphalt
Company Information**

Company Information

Company					
Main Contact		Title			
Email		Phone			
Address					
City		State		Zip	
Website					
Tax ID#		Corporation or Partnership			
Years in Business		Years in Plymouth Area			
Permanent Employees		Temporary Employees			
Type of work performed by your Company					

List all your companies applicable Licenses and Certificates

License/Certificate	Number	Expiration

List all lawsuits or complaints filed against quoter for the last five (5) years.

Company References

☐ Check box if your company has been a vendor for this service in the past two years. If yes, then it is not necessary to complete the requested references.

Company Reference #1					
Main Contact		Title			
Email		Phone			
Address					
City		State		Zip	
Website					
Description of Work Performed					

Company Reference #2					
Main Contact		Title			
Email		Phone			
Address					
City		State		Zip	
Website					
Description of Work Performed					

Company Reference #3					
Main Contact		Title			
Email		Phone			
Address					
City		State		Zip	
Website					
Description of Work Performed					



Plymouth Parks & Forestry Asphalt Bid Sheet

The Contractor may be required to install asphalt at any City property, easement or rights-of-way within the City of Plymouth. The approximate value of work to be performed is \$800,000 over two years.

All work to be performed per City standard plates, unless requested otherwise. Bids are to be per ton, unless noted otherwise.

Any services, products, or equipment rates not covered in this Bid Sheet must be discussed and approved by city staff prior to implementation on any projects.

Bidder accepts all of the terms and conditions of the Advertisement for Bids, including without limitation those dealing with the disposition of Bid Bond. This bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of City of Plymouth's Notice of Award.

#	Project	Cost per Unit
1	Provide, install & compact asphalt	/ton
2	Provide, install & compact court/virgin asphalt mix	/ton
3	Provide, install & compact Class 5 gravel	/ton
4	Install & compact owner supplied con-bit gravel	/ton
5	Remove & haul away existing asphalt	/ton
6	Remove & haul away poor sub-soils	/ton
7	Remove & haul away vegetation from trail edges, prior to paving	/linear ft
8	Grade & compact reclaimed asphalt	/linear ft
9	Reclaim asphalt	/square yard



**Plymouth Parks & Forestry
Asphalt
Certification of Bid**

We have read the Plymouth Parks & Forestry Advertisement for Bid and fully understand its intent. We certify that we have adequate personnel and resources to fulfill the bid requirements. We further understand that our ability to meet the criteria and provide the required services shall be judged solely by Plymouth Parks & Forestry.

We further certify that since the receipt of this Bid, no contact, discussion or negotiation has been made nor will be made regarding this Bid with any City of Plymouth City Council Member, Parks & Advisory Commission Member or City of Plymouth staff.

We certify our bid shall remain valid for a period of 60 days after the due date of responses.

Submitted by:

Name

Authorized Signature

Title

Date

Contractor's Performance Bond

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, hereinafter called CONTRACTOR, and _____ as Surety, hereinafter called Surety, are held and firmly bound onto the City of Plymouth as Obligee, hereinafter called OWNER, in the amount of Dollars (written), (\$ _____), for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS,

CONTRACTOR has by written Agreement dated _____, 2022 entered into a Contract with OWNER for installing asphalt in 2023-2024 in accordance with Contract Documents prepared by The City's Parks & Forestry Division which Contract is by reference made a part hereof, and is hereinafter referred to as the Agreement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time by OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be, in default under the Agreement, the OWNER, having performed OWNER'S obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions, or
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or if OWNER elects, upon determination by OWNER and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and OWNER, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price," but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by the OWNER to CONTRACTOR.

No right of action shall accrue on this bond to or for the use of any person or corporation other than OWNER named herein or the heirs, executors, administrators or successors of OWNER.

IN WITNESS WHEREFORE, the above-bounded parties have executed this instrument in _____ original counterparts, under their several seals this day of _____, 2022, the names and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Affix Corporate Seal)

(Contractor)

Attest:

(Business Address)

By: _____

(Title)

(Title)

(Affix Corporate Seal)

(Surety)

Attest:

(Business Address)

(Attorney in Fact)

Certificate of Acknowledgment by Principal

(For use where Contractor is Individual or Partnership)

STATE OF MINNESOTA _____)

COUNTY OF _____)SS

On this _____ day of _____, 2022, before me personally appeared _____, to me known to be the person _____ described in and who executed the foregoing conditions, and acknowledged that he/she _____ executed the same as _____ free act and deed.

Notary Public

(Notarial Seal)

Certificate of Acknowledgment

(For use where Contractor is a Corporation)

STATE OF MINNESOTA _____)

COUNTY OF _____)SS

On this _____ day of _____, 2022, before me personally appeared _____ and _____ to me personally know, who being by me duly sworn, did say that they are respectively the _____ that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of the _____ corporation by authority of its Board of Directors, and said _____ and _____ acknowledged the instrument to be the free act and deed of said corporation.

Notary Public

(Notarial Seal)

Full Name of Surety Company

Home Office Address

Name of Attorney-in-Fact

Name of Local Agency

Address of Local Agency

Name of Agency Affixing Countersignature

Address

MEMORANDUM: Affix here Power of Attorney and Acknowledgment of Corporate Surety.

Contractor's Payment Bond (Public Improvement)

KNOW ALL MEN BY THESE PRESENTS that _____ as Principal, hereinafter called CONTRACTOR, and

_____ duly authorized and licensed to do business in the State of Minnesota, as Surety, hereinafter called Surety, are held and firmly bound onto the City of Plymouth as Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinafter provided in the amount of _____ Dollars (written), (\$ _____), for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has by written Agreement dated _____, 2022 entered into a Contract with OWNER for installing asphalt in 2023-2024 in accordance with Contract Documents prepared by The City's Parks & Forestry Division which Contract is by reference made a part hereof, and is to contain in substance the following provisions:

CONTRACTOR shall pay all claims for labor performed and materials furnished, used or consumed in making the public improvement or performing the public Work, including, without limitation because of specific enumeration, fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline, motor oil, lubricating oil, greases, premiums for worker's compensation insurance, and contributions for unemployment compensation.

The said written agreement, drawings, specifications, and amendments are hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall faithfully perform the said Contract and pay every person entitled thereto for all the claims for labor performed and materials furnished under the Contract to be used or consumed in making the public improvement or performing the public Work as provided in the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. No assignment, modification or change of the Agreement, or change in the Work covered thereby, or any extension of time for completion of the Contract shall release the Sureties on the bond.
2. Not later than one year after the completion of Work under this Contract or such longer period of time as may be prescribed by law, or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any party in interest may maintain an action in his own name against CONTRACTOR and the Surety upon this bond for the recovery of any damages he may have sustained by reason of the failure of CONTRACTOR to comply with the Contract or with the Contract between CONTRACTOR and his Subcontractors. If the amount realized on this bond is insufficient to satisfy all claims of the parties in full, it shall be distributed among the parties pro rata.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument in original counterparts, under their several seals this _____ day of _____, 2022, the names and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Affix Corporate Seal) _____
(Contractor)

Attest: _____
(Business Address)

(Title) By: _____
(Title)

(Affix Corporate Seal) _____
(Surety)

Attest: _____
(Business Address)

(Attorney in Fact)

Certificate of Acknowledgment by Principal

(For use where Contractor is Individual or Partnership)

STATE OF MINNESOTA _____)

COUNTY OF _____)SS

On this _____ day of _____, 2022, before me personally appeared _____, to me known to be the person _____ described in and who executed the foregoing conditions, and acknowledged that he/she _____ executed the same as _____ free act and deed.

Notary Public

(Notarial Seal)

Certificate of Acknowledgment by Principal

(For use where Contractor is a Corporation)

STATE OF MINNESOTA _____)

COUNTY OF _____)SS

On this _____ day of _____, 2022, before me personally appeared _____ and _____ to me personally know, who being by me duly sworn, did say that they are respectively the _____ that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of the _____ corporation by authority of its Board of Directors, and said _____ and _____ acknowledged the instrument to be the free act and deed of said corporation.

Notary Public

(Notarial Seal)

Full Name of Surety Company

Home Office Address

Name of Attorney-in-Fact

Name of Local Agency

Address of Local Agency

Name of Agency Affixing Countersignature

Address

MEMORANDUM: Affix here Power of Attorney and Acknowledgment of Corporate Surety.



**City of Plymouth
Asphalt
Responsible Bidder Evaluation**

The City will review the qualifications and experience of bidders for construction, alteration, repair, or maintenance of real or personal property after quotes are opened and before a contract is awarded, to determine if the quoter is “responsible.” A “responsible” bidder is a bidder qualified to do the work. This will be determined by assessing the bidder’s skill, resources, experience, successful performance of similar contracts (on time and on budget), and all other matters bearing upon the likelihood that the contract will be successfully completed. In all cases where a bidder is unknown or where there are any questions about the qualifications of the bidder, the following information will be required of the apparent low bidder:

You are required to complete and return this questionnaire before the City Council considers awarding you the contract.

1. Identify all similar public projects in which you were the contractor. If you have had more than five such contracts, list only the last five contracts, and as to each contract identified provide the following information:

Project #1		Date	
Project Description			
City Contact Person			
County Contact Person			
State Contact Person			
Were change orders in excess of 5% requested? If yes, explain the circumstances.			
Were liquidated damages assessed? If yes, explain the circumstances.			
Was the project completed on schedule? If no, explain the circumstances.			

Project #2		Date	
Project Description			
City Contact Person			
County Contact Person			
State Contact Person			
Were change orders in excess of 5% requested? If yes, explain the circumstances.			
Were liquidated damages assessed? If yes, explain the circumstances.			
Was the project completed on schedule? If no, explain the circumstances.			

Project #3		Date	
Project Description			
City Contact Person			
County Contact Person			
State Contact Person			
Were change orders in excess of 5% requested? If yes, explain the circumstances.			
Were liquidated damages assessed? If yes, explain the circumstances.			
Was the project completed on schedule? If no, explain the circumstances.			

Project #4		Date	
Project Description			
City Contact Person			
County Contact Person			
State Contact Person			
Were change orders in excess of 5% requested? If yes, explain the circumstances.			
Were liquidated damages assessed? If yes, explain the circumstances.			
Was the project completed on schedule? If no, explain the circumstances.			

Project #5		Date	
Project Description			
City Contact Person			
County Contact Person			
State Contact Person			
Were change orders in excess of 5% requested? If yes, explain the circumstances.			
Were liquidated damages assessed? If yes, explain the circumstances.			
Was the project completed on schedule? If no, explain the circumstances.			

2. Describe all construction arbitration claims and any construction or project litigation in which you have been a party in the last five years.

3. Identify all public projects you have had with the City of Plymouth in the last five years.

4. In the last five years has a bonding company ever refused to issue you a performance bond? If yes, explain the circumstances.

5. In the last five years have any claims been filed against a performance or payment bond that you have provided a public entity? If yes, explain the circumstances.

6. In the last five years, has your firm or any of its owners or employees been fined by a federal or state agency for a contract or workplace matter (such as wage or hour or safety violations), or debarred under Part 29, Title 49 CFR or any other law from submitting bids on public projects? If yes, explain the circumstances.

7. In the last five years, has your firm or any of its owners or employees been charged or convicted of a crime involving the awarding, bidding or performance of a government contract? If yes, provide full details.

Contractor Verification of Compliance

The undersigned, being first duly sworn, as a responding contractor on the Project, represents and swears as follows:

Now, and at all times during the duration of the Project, the undersigned complies with each of the minimum criteria in Minn. Stat. § 16C.285, Subd. 3, the Responsible Contractor Statute.

The undersigned understands that a failure to meet or verify compliance with the minimum criteria established for a “responsible contractor” as defined in Minn. Stat. § 16C.285, Subd. 3, renders a bidder ineligible to be awarded a construction contract for the Project or to perform work on the Project.

Upon request, the undersigned will submit copies of the signed verifications of compliance from all subcontractors.

The undersigned understands that a false statement under oath verifying compliance with any of the minimum criteria shall make the undersigned, or its subcontractor that makes the false statement, ineligible to be awarded a constructed project and may result in termination of a contract awarded to the undersigned or its subcontractor that submits a false statement.

Certified as true and correct this _____ day of _____.

Printed name, Title

Signature

***Resolution No. 2015-016, January 13, 2015
(Supersedes Resolution No. 2004-024, January 13, 2004)***



**Plymouth Parks & Forestry
Asphalt Bid
Affidavit of Non-Collusion**

I hereby swear (or affirm) under the penalty for perjury:

1. That I am a partner in the bidding partnership (if the bidder is a partnership) or an officer or employee of the bidding corporation (if the bidder is a corporation) having authority to sign on its behalf;
2. That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, or without any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to;
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 and will not be communicated to any such person prior to the official opening of the bid(s); and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Company Name: _____

Authorized Signature: _____

Title: _____

Quoter's E.I.N.: _____

Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941

Subscribed and sworn to before me this _____ day of _____ 202__.

Notary Public Signature

Seal