



City of Plymouth HRA

Contract Documents

Plymouth Towne Square - Elevator Modernization

1/16/2025

CONTRACT DOCUMENTS

Plymouth Towne Square – Elevator Modernization,

PLYMOUTH, MINNESOTA

1/16/2025

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ADVERTISEMENT FOR BIDS

Facility Improvements – Elevator Modernization

For Plymouth Towne Square

15500 37th Avenue North

PLYMOUTH, MINNESOTA

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Plymouth HRA until Thursday, February 13, 2025 at 10:00 am at the Plymouth City Hall, located at 3400 Plymouth Boulevard, Plymouth, MN, at which time they will be publicly opened and read aloud, for the Elevator Modernization located at Plymouth Towne Square.

Bids shall be on the forms provided for that purpose and according to the Contract Documents dated January 16, 2025.

Contractors desiring a copy of the Bid Forms and Contract Documents may obtain them from the City of Plymouth Web Site at www.plymouthmn.gov/bids.

There will be a one-time only, MANDATORY informational meeting to allow for site inspections on, January 29, 2025 at 10:00am. This inspection will be on site at Plymouth Towne Square, 15500 37th Avenue N. Plymouth, MN 55446. Bid Forms and Contract Documents may be viewed at the meeting.

Deadline for Questions: February 3, 2025 by 12:00pm. Questions to be submitted to Steven Schmidt @ sschmidt@plymouthmn.gov. Questions will be responded to by February 7, 2025.

Bid Security in the amount of 5% of the bid must accompany each bid in accordance with the Instructions to Bidders.

Sealed bids will be received at Plymouth City Hall, 3400 Plymouth Blvd., Plymouth, MN 55447 until 10:00 a.m., February 13, 2025 at which time bids will be publicly opened, reviewed, and read aloud. Envelopes containing bids must be sealed, marked Plymouth Towne Square Elevator Modernization. The name and address of the Bidder must be shown on the outside of the envelope. Bids received after this time will not be accepted and will be returned unopened.

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.

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

The term "BIDDER" means one who submits a Bid directly to OWNER, as distinct from a sub bidder, who submits a Bid to a BIDDER. The term "Successful BIDDER" means the lowest, qualified responsible and responsive BIDDER to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award. The term, "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to BIDDERS, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS

- 2.1 Contractors desiring a copy of the Bid Forms and Contract Documents may obtain them from the City of Plymouth Housing web site at the following link:
www.plymouthmn.gov/bids.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 OWNER in making copies of Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 3.1 It is the responsibility of each BIDDER before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate BIDDER'S observations with the Contract Documents, and (e) notify OWNER in writing of all conflicts, errors or discrepancies in the Contract Documents.
- 3.2 **THERE WILL BE A ONE-TIME ONLY MANDATORY SITE VISIT TO ALLOW FOR SITE INSPECTIONS ON: January 29th, 2025 @ 10:00am.** Prospective bidders are requested to meet at Plymouth Towne Square located at: 15500 37th Avenue North, Plymouth, MN. The site inspections will allow the prospective proposers to become familiar with all conditions that may affect the performance and cost of the contract. Failure on the part of the contractor to familiarize themselves with all conditions shall not constitute a basis for subsequent contract adjustment.
- 3.3 The submission of a Bid will constitute an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of work as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

4. INTERPRETATIONS AND ADDENDA

- 4.1 All questions about the meaning or intent of the Contract Documents are to be made in writing, and directed to OWNER. Interpretations or clarification's considered necessary by OWNER in response to such questions will be issued with an Addenda by email, fax or mailed or to all parties recorded by OWNER as having received the Bidding Documents. Questions received less than two days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 4.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ARCHITECT.

5. Bid Security

- 5.1 Each Bid must be accompanied by Bid security made payable to Owner in an amount of 5% of the BIDDER'S maximum Bid price and in the form of a certified or bank check or Bid Bond (on form attached, if form is prescribed) issued by a surety meeting the requirements.
- 5.2 The Bid security 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, OWNER may annul the Notice of Award and the Bid security of the BIDDER will be forfeited. The Bid security of the three lowest BIDDERS may be retained by the OWNER until the Agreement is signed and submitted with the bonds as set forth in Paragraph 2 of the Bid Form. Bid security of other BIDDERS will be returned within seven days after award of the contract.

6. SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 6.1 No Subcontractors will be allowed without written consent from the City. No CONTRACTOR shall be required to employ any Supplier, other person or organization against whom CONTRACTOR has reasonable objection.

7. BID FORM

- 7.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from OWNER.
- 7.2 All blanks on the Bid Form must be completed in ink or by typewriter.
- 7.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 7.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 7.5 All names must be typed or printed in ink below the signature.

- 7.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 7.7 The address and telephone number for communications regarding the Bid must be shown.
- 7.8 This project's BID FORM contains three sections; PRICE SCHEDULE, AFFIDAVIT OF NON-COLLUSION, AND EXHIBIT A (Scope of Services). The completion of all schedules is required to be an acceptable bid for the project. Bids will be evaluated by the OWNER based on any combination of the schedules.

8. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the BIDDER and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

9. MODIFICATION AND WITHDRAWAL OF BIDS

- 9.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 9.2 If, within twenty-four hours after Bids are opened, any BIDDER files a duly signed, written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that BIDDER may withdraw its Bid and the Bid security will be returned. Thereafter, that BIDDER will be disqualified from further bidding on the Work to be provided under the Contract Documents.

10. OPENING OF BIDS

Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the Bids will be made available to BIDDERS after the opening of Bids.

11. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance as set forth in Paragraph 2 of the Bid Form, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

12. RESPONSIBLE BIDDER EVALUATION

The City will review the qualifications and experience of bidders 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'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.

- 12.1 Identify all similar public contracts 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:

Contract Description:

Date:

Contact Person at City/County/State:

Were change orders in excess of 5% requested? If yes, explain the circumstances.

Were liquidated damages assessed? If yes, explain the circumstances.

Was the contract completed? If no, explain the circumstances.

- 12.2 Describe all arbitration claims and any contract litigation in which you have been a party in the last five years.
- 12.3 Identify all public contracts you have had with the City of Plymouth in the last five years.
- 12.4 In the last five years has a bonding company ever refused to issue you a performance bond? If yes, explain the circumstances.
- 12.5 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.
- 12.6 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.
- 12.7 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 contract or to perform work on the contract.

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 contract 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 _____.

(name)

(name)

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

13. AWARD OF CONTRACT

- 13.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful BIDDER, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, OWNER reserves the right to reject the Bid of any BIDDER if OWNER believes that it would not be in the best interest of the Project to make an award to that BIDDER, whether because the Bid is not responsive or the BIDDER is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 13.2 In evaluating Bids, OWNER will consider the qualifications of the BIDDERS, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 13.3 OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 13.4 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of BIDDERS, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.
- 13.5 If the contract is to be awarded, it will be awarded to the lowest BIDDER whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project.
- 13.6 If the Contract is to be awarded, OWNER will give the Successful BIDDER a Notice of Award within five days after the day of the award.
- 13.7 OWNER reserves the right to determine the successful BIDDER based on a combination of the Base Bid and Alternate Bid. The OWNER will consider the best interest of the project in making this determination.

14. CONTRACT SECURITY

Performance and Payment Bonds are required. When Successful BIDDER delivers the executed Agreement to OWNER, it must be accompanied by the required performance and payment Bonds

15. SIGNING OF AGREEMENT

When OWNER gives a Notice of Award to the Successful BIDDER, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within ten days thereafter OWNER shall deliver one fully signed counterpart to

CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

BID FORM

**PROJECT IDENTIFICATION: ELEVATOR MODERNIAZATION, PLYMOUTH TOWNE SQUARE
PLYMOUTH, MINNESOTA**

BIDS TO BE OPENED: **February 13, 2025 (10:00am)**

THIS BID IS SUBMITTED TO: **CITY OF PLYMOUTH, CITY HALL
3400 PLYMOUTH BOULEVARD
PLYMOUTH, MINNESOTA 55447**

BID SUBMITTED BY: _____

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Instructions to BIDDERS, including without limitation those dealing with the disposition of Bid security. 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 OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
_____	_____
_____	_____

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) BIDDER has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER.
- (d) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER

BID FORM

4. BIDDER will complete the Work for the following prices:

Price Schedule

Bid Form

Project Base Bid: \$ _____
Aesthetic upgrades to cab finishes \$ _____

- 5. BIDDER agrees that the Work will be substantially complete and completed and ready for final payment on or before the dates indicated in the Agreement
- 6. The following documents are attached to and made a condition of this BID:
 - A) Required Bid Security in the form of (Bidder’s Bond) (Certified Check)
 - B) A tabulation of Subcontractors, Suppliers, and other persons and organizations required to be identified in the Bid.
 - C) Affidavit of Non-Collusion
 - D) Add other documents as pertinent
- 7. Communications concerning this Bid shall be addressed to the address of BIDDER indicated below.
- 8. The terms used in this Bid which are defined in the Contract Document and attached Schedules or Exhibits have the meanings assigned to them in the Contract Document and attach Schedules or Exhibits.

SUBMITTED on _____, 2025.

If BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Phone No: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business Address: _____

Phone No: _____

A Corporation

By _____
(Corporation Name)

(State of Incorporation)
By _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business Address: _____

Phone No: _____
A Joint Venture

By _____
(Name)

(Address)

(Phone Number)

By _____
(Name)

(Address)

(Phone Number)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

STATE OF _____

COUNTY OF _____

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the 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 BIDDER 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 individually and have been submitted without collusion with, and without any 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 individual 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 any official opening of the Bid or Bids; and

- 4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Subscribed and sworn to before me _____
(Bidder)

this ____ day of _____, 2025 _____
(Firm making Bid or Bids)

OFFICIAL TITLE: _____

(Plymouth Towne Square – Elevator Modernization) PROJECT CONTRACT AGREEMENT

AGREEMENT made this ___ day of _____2025, by and between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation ("City") and _____("Contractor").

IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. CONTRACT DOCUMENTS. The Contract consists of the following documents. In the event of conflict among the documents the conflict shall be resolved by the order in which they are listed with the document listed first having the first priority and the document listed last having the last priority: 1) this Project Contract Agreement, 2) Contract Documents including Summary of Work & Supplementary Conditions, and 3) Contractor's bid.

2. SCOPE OF SERVICES. The City retains Contractor to furnish the services set forth on the attached (Exhibit A) The Contractor agrees to perform the services and act as installer to Elevator Modernization at Plymouth Towne Square. Contractor shall provide all personnel, supervision, services, material, tools, equipment and supplies. The work shall be performed in accordance of this services agreement, Contractor has the proper and necessary qualification, experience and abilities to provide agreed upon services in Exhibit A

3. COMPENSATION. Contractor shall be paid by the City in accordance with the Contractor's bid. Contractor shall submit monthly invoices and the City shall pay the invoices within thirty-five (35) days of receipt. The fees shall not be adjusted if the estimated hours to perform a task or any other estimate or assumption are exceeded.

4. COMPLETION DATE. Contractor shall complete work within negotiated timeline established between City and Contractor. Elevator Modernization is expected to begin between April 2025 and August 2025. Once elevator modernization has begun contractor must work continually until final completion. Project timeline to be provided in bid.

5. COMPLIANCE WITH LAWS AND REGULATIONS. In providing services hereunder, Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

6. STANDARD OF CARE. Contractor will provide and install all needed equipment to outlined specification a good and workmanlike manner consistent with industry standards. City shall not be responsible for discovering deficiencies in the Contractor's services.

7. INDEMNIFICATION. The Contractor shall indemnify and hold harmless the City, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the work or services provided for herein and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder.

8. INSURANCE. Contractor shall secure and maintain such insurance as will protect Contractor from claims under the Worker's Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

Commercial General Liability	\$1,000,000 each occurrence/aggregate
Automobile Liability	\$1,000,000 combined single limit

Workers' Compensation	Statutory requirement \$500,000 Bodily Injury by Disease per employee \$500,000 Bodily Injury by Disease aggregate \$500,000 Bodily Injury by Accident
Excess/Umbrella Liability	\$2,000,000 each occurrence/aggregate

The City shall be named as an additional insured on the general liability and umbrella policies.

Before commencing work the Contractor shall provide the City with a certificate of insurance evidencing the required insurance coverage in a form acceptable to City.

9. INDEPENDENT CONTRACTOR. The City hereby retains the Contractor as an independent contractor upon the terms and conditions set forth in this Agreement. The Contractor is not an employee of the City and is free to contract with other entities as provided herein. Contractor shall be responsible for selecting the means and methods of performing the work. Contractor shall furnish any and all supplies, equipment, and incidentals necessary for Contractor's performance under this Agreement. City and Contractor agree that Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's agents or employees are in any manner agents or employees of the City. Contractor shall be exclusively responsible under this Agreement for Contractor's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

10. 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.

11. ASSIGNMENT. Neither party shall assign this Agreement, or any interest arising herein, without the written consent of the other party.

12. WAIVER. Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

13. ENTIRE AGREEMENT. The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

14. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. All proceedings relate to this Agreement shall be venued in Hennepin County, Minnesota.

15. RECORDS. The Contractor shall maintain complete and accurate records of time and expense involved in the performance of services.

16. MINNESOTA GOVERNMENT DATA PRACTICES ACT. Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided

by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor pursuant to this Agreement. Contractor is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Contractor receives a request to release data, Contractor must immediately notify City. City will give Contractor instructions concerning the release of the data to the requesting party before the data is released. Contractor agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Contractor's officers', agents', city's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

17. NONDISCRIMINATION. In the hiring of employees to perform work under this Agreement, the Contractor shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.

18. SAVINGS CLAUSE. If a court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

BY: _____ Signature: _____
Name, Title Dated: _____, 2025

Business Name and Address: _____

CITY OF PLYMOUTH

BY: _____ BY: _____
Jeff Wosje, Mayor Its _____

BY: _____ Dated: _____, 2025.
David Callister, City Manager

Dated: _____, 2025

EXHIBIT A

SCOPE OF SERVICES

FOR

PLYMOUTH TOWNE
SQUARE

ELEVATOR MODERNIZATION

PLYMOUTH TOWNE SQUARE ELEVATOR UPGRADE

GENERAL SCOPE FOR ELEVATOR MODERNIZATION

1. Project Overview:

This project involves the modernization of the existing elevator system at Plymouth Towne Square. The goal is to improve safety, efficiency, performance, and aesthetics of the elevators, in compliance with the latest codes and standards.

2. Objectives:

- Improve the overall functionality and reliability of the elevator system.
- Ensure compliance with current local and national safety codes and regulations.
- Enhance energy efficiency and reduce operational costs.
- Upgrade elevator aesthetics and user experience.
- Extend the lifespan of the elevator system.

3. Existing Features

Elevator 1.

- | | |
|----------------------|-----------------|
| ○ Number of Units | 1 |
| ○ Type | HX |
| ○ Jack Type- | Hydraulic |
| ○ Capacity | 4,000lbs |
| ○ Speed | 125fpm |
| ○ Number of stops | 4 |
| ○ Number of openings | 4 Front, 0 Rear |

Elevator 2.

- | | |
|----------------------|-----------------|
| ○ Number of Units | 1 |
| ○ Type | HX |
| ○ Jack Type | Hydraulic |
| ○ Capacity | 4,000lbs |
| ○ Speed | 125fpm |
| ○ Number of stops | 4 |
| ○ Number of openings | 4 Front, 2 Rear |

4. Scope of Modernization Work:

Complete modernization and upgrade of two (2) hydraulic passenger elevators. This includes the replacement of the controller system, wiring, fixtures, minor cab improvements, power units, door operators, hanger tracks and locks. All related equipment shall comply with code and the intent and scope of the specifications.

1. Contractor is responsible to perform comprehensive inspection/testing as necessary to provide complete bid.
2. Contractor is responsible to provide all equipment, material, and labor required or specified to satisfactorily complete the modernization and comply with all applicable codes.
3. Contractor is responsible remove and dispose of all material and equipment not retained.

4.1 Elevator Control System Upgrade:

- Replace outdated elevator controllers with modern microprocessor-based systems for improved performance and troubleshooting capabilities.
- Integration of advanced software for real-time monitoring, diagnostics, and maintenance alerts.
- Upgrade communication interfaces to support future technologies (e.g., remote monitoring, IoT features).
- Provide new user interface options (e.g., touchscreen panels, destination dispatch).

4.2 Motor and Drive System:

- Replace or upgrade the elevator motor with a high-efficiency, energy-saving motor.
- Install a Variable Frequency Drive (VFD) to enhance energy efficiency, smooth ride quality, and reduce mechanical wear.
- Evaluate and replace any outdated or worn mechanical components, including gear drives or machine room equipment.

4.3 Door Operators and Control:

- Install new door operators for smoother, quieter operation and faster opening/closing times.
- Replace worn or outdated door sensors to ensure compliance with the latest safety standards.
- Provide automatic door systems with sensors to improve energy efficiency (e.g., doors that stay open when passengers are inside).

4.4 Safety and Compliance Upgrades:

- Install updated safety features such as:
 - Enhanced emergency communication systems
 - Over-speed governors and automatic brakes.
 - Fire-rated components and smoke detectors.
 - Emergency lighting and backup power systems for emergency operation.
- Ensure compliance with the **Americans with Disabilities Act (ADA)** for accessibility.

- Ensure the elevator modernization complies with local building codes, safety regulations, and national elevator standards (such as **ASME A17.1** or **EN 81**).

4.5 Cab and Aesthetic Upgrades:

- Refurbish or replace the elevator interior (walls, floor, lighting, ceiling, and handrails) to meet modern design and aesthetic standards.
- Install LED lighting to improve energy efficiency and visual appeal.
- Enhance passenger experience with quieter operation, smoother acceleration, and deceleration.
 - ** Add as Alternate upgraded elevator cabin finishes

4.6 Electrical and Wiring:

- Replace outdated wiring, including control cables, power supplies, and safety circuits.
- Install energy-efficient lighting (e.g., LED bulbs).
- Upgrade the power supply as necessary to handle the new equipment and comply with energy code requirements.

4.7 Testing, Commissioning, and Training:

- Conduct comprehensive testing of all system components.
- Perform load testing to ensure performance under maximum capacity.
- Inspect and verify that the modernization meets all local codes and regulations.
- Provide user and maintenance staff training on the new system features and maintenance requirements.

4.8 Intent

- Intent of these specifications is to cover the specified work complete and operable in every respect. It is not intended to give every detail in the specifications. Owner will not be responsible for any detail the Contractor may require to satisfy the code authorities or to provide a complete installation. Furnish all material and equipment usually furnished with such systems and/or needed to make a complete and safe operating installation.

4.9 QUALITY ASSURANCE

- Provide only nonproprietary control systems
- All work shall comply with current governing local codes

5. Timeline:

- Elevator Modernization is expected to begin between April 2025 and August 2025. Once elevator modernization has begun contract must work continually until final completion. Project timeline to be provided in bid.

6. LAWS AND PERMITS

- Contractor shall comply with all federal, state, and municipal laws and ordinances, prepare all documents, give all notices, obtain all permits necessary for the work, pay all costs and

fees for permits and inspections and obtain all certificates of inspection and approval for the work and deliver same to the Owner before requesting final or beneficial use acceptance.

7. Warranty and Maintenance:

Contractor shall provide a warranty and furnish maintenance on all equipment described herein for a period of 12 months following final acceptance of all equipment. The maintenance shall include systematic examination, adjustment, and lubrication of all equipment. Including but not limited to:

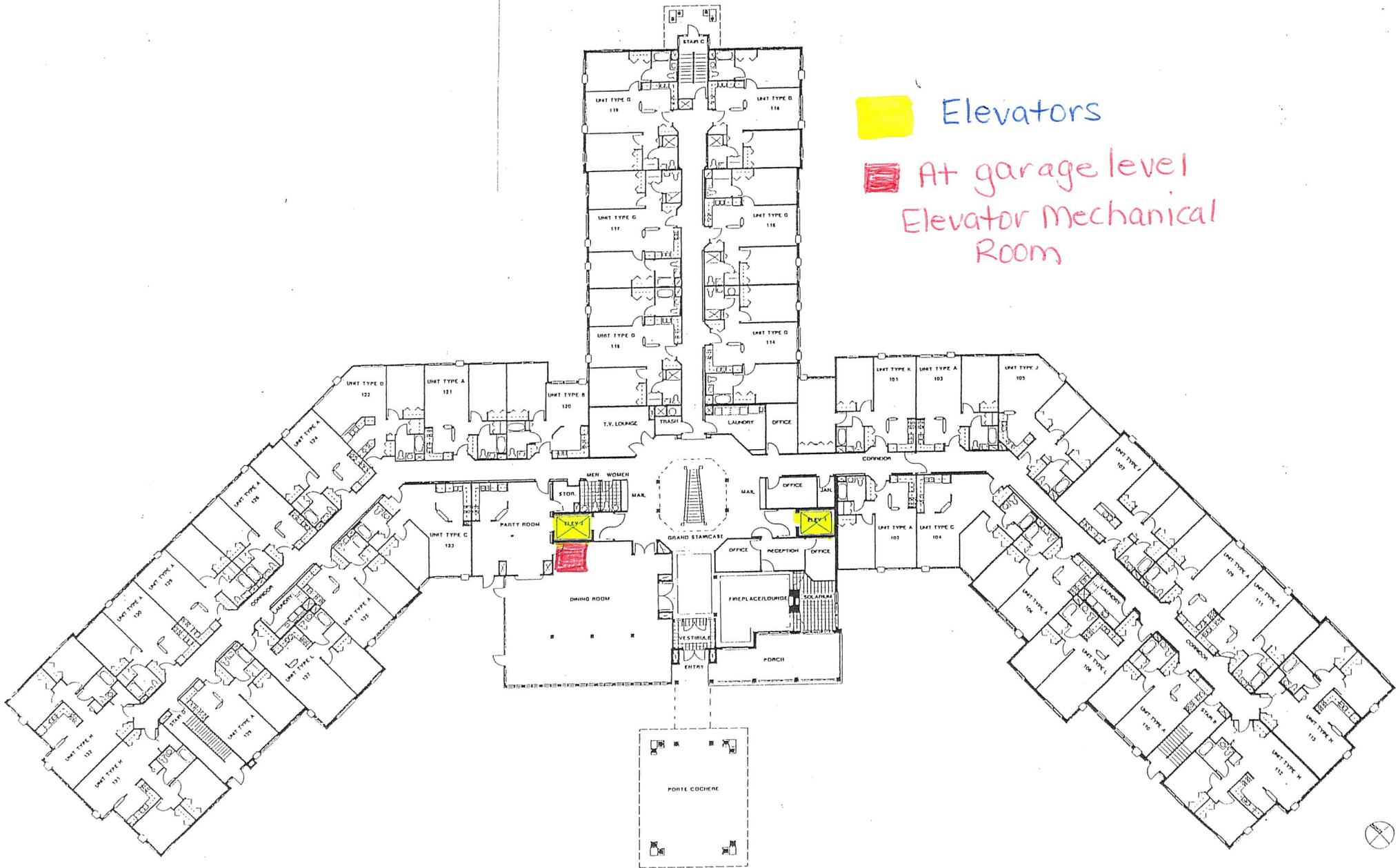
- Providing Regular hour emergency callbacks at no additional cost to the Owner.
- Responding to callbacks within two hours after request is received.
- No elevator shall be out of service for more than three hours without informing the owner.
- Maintenance shall be performed monthly per elevator.
- Response time for callbacks shall be two hours, and, if persons are trapped, one hour.

12. CLEANING, ADJUSTMENT AND FINAL ACCEPTANCE

- A. Cleaning: The Contractor shall always keep the premises clean and free from excess accumulation of waste materials or rubbish caused by the Contractor's operations. The rubbish shall be removed daily and not be allowed to accumulate.
- B. Adjustments and Removals: After completion of the work, and before the issuance of Certificate of Final Acceptance, the work area shall be thoroughly cleaned, and elevators properly adjusted so that they are in good proper operating conditions. The entire work area shall be left in a clean condition satisfactory to the Owner.

END

Exhibit B



PLYMOUTH
TOWNE SQUARE

FIRST FLOOR PLAN

PLYMOUTH, MINNESOTA