SECTION 00 1113 - ADVERTISEMENT FOR BIDS

1.1 FROM:

A. THE OWNER:

1. City of Zeeland
2. 21 S Elm St,
3. Zeeland, MI 49464

B. AND THE ARCHITECT:

1. Tower Pinkster Titus Associates
2. 4 East Fulton, Suite 200, Grand Rapids, MI 49503

1.2 TO: POTENTIAL BIDDERS

A. Bids will be accepted from bidders under seal to Owner for renovation of a facility located at 14 S Church St, Zeeland, MI 49464 at 1:00pm on December 3, 2026, for the following project:

1. City of Zeeland Howard Miller Library and Community Center Chiller Replacement

B. Bids will be received at the office of the Owner.

C. Bids will be opened and read aloud publicly at that time and place. Bids received after that time will not be opened.

D. Project Description: City of Zeeland Howard Miller Library and Community Center Chiller Replacement

E. The deposit will be forfeited by bidders that do not return the Bidding Documents in good condition within ten working days after bid opening date.

F. Bidders will be required to provide Bid security in the form of a surety bond, certified check, or cashier's check in the amount of 5 percent of the bid amount. Performance and Payment bonds will be required.

G. There will be a pre-bid meetings beginning at 2:00pm local time on November 10, 2026 at 14 S Church St, Zeeland, MI 49464.

1. The purpose is to consider questions posed by bidders and to tour the site and existing facilities. This meeting is mandatory for all prime contract bidders. No bid will be considered from a bidder that does not have a representative at this meeting.

H. INSURANCE AND INDEMNIFICATION: The Contractor shall, during the entire term of this agreement, maintain in full force and affect the following:

1. Workers Compensation and Employers Liability Insurance for all employees employed in connection with the work.
   a. Automobile Liability Insurance.
   b. Contractor's Public Liability Insurance.

© 2026 Tower Pinkster Titus Associates - All Rights Reserved

2. Insurance that shall indemnify the City of Zeeland as stated below (Owner's Protective Liability Policy).
3. The limits of liability to be provided in each liability insurance policy shall not be less than $1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, not less than $2,000,000 for any one accident involving two or more persons; and property damage liability insurance shall not be less than $1,000,000, for any one accident and not less than $2,000,000 aggregate. Automobile Liability Insurance shall provide property damage and public liability insurance of not less than $1,000,000 combined single limit each covering all motor vehicles which are used in connection with the work in any way or place whatsoever.

4. Should all or any part of the Contract be sublet, Contractor shall, in addition to the foregoing insurance, maintain Contractor's Protective Liability Insurance in an amount not less than $1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, not less than $2,000,000 for any one accident involving two or more persons.

5. The Contractor shall procure and shall maintain during the life of this Contract, insurance naming the City as an additional named insured and provide the City with a Certificate of Insurance that shall then and thereafter indemnify, protect and hold harmless the City of Zeeland, its elected and appointed officers, employees, servants and agents from any and all claims or threats of claims, damages, losses, expenses (including reasonable attorney fees and other costs of defense), liability, judgment, liens or damage of any kind whatsoever including injury, death or damage to property and claims of liens or other claims of workmen or materialmen, howsoever caused, resulting directly or indirectly from the performance of this Contract or arising out of or in connection with or arising out of the acts or omissions of Contractor, Contractor's officers, employees, servants or agents howsoever caused, while said Contractor, Subcontractor or its respective officers, employees, servants or agents are doing any act whatsoever directly or indirectly connected with this Contract. Contractor’s obligation to indemnify the City shall survive the expiration, non-renewal, or termination of this Agreement.

6. The City of Zeeland Michigan, its elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and any other units operating under the jurisdiction of the City and within appointment of its operating budget including the City of Zeeland are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City of Zeeland.
7. Each insurance policy shall contain a provision or endorsement that the coverage afforded will not be cancelled, non-renewed, materially changed, or reduced in coverage unless at least thirty (30) days prior written notice has been given to the City.

8. Contractor shall, to the fullest extent permitted by law pursuant to MCL 691.991(2), defend, indemnify and hold harmless the City, and its elected and appointed officers, agents, servants, and employees from any and all claims, damages, losses, expenses, liability, judgment, or liens, including reasonable attorney fees and other costs of defense arising out of any acts or omissions or the discharge, release or escape of contaminants or hazardous substances by Contractor or by anyone acting on their behalf under or in any matter connected with this agreement. Contractor’s obligations to indemnify the City shall survive the expiration, non-renewal, or termination of this Agreement.

I. LIMITATION OF LIABILITY: Except for indemnification pursuant to paragraph 14, neither party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential

© 2026 Tower Pinkster Titus Associates - All Rights Reserved

damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

J. BONDS: Contractor shall furnish in acceptable form, surety bonds in the amount of 100% of the contract sum as security for the faithful performance of this Contract (Performance Bond) and for the payment of all persons performing labor and furnishing materials in connection with this Contract (Labor and Material Bond). The Contractor shall also furnish in acceptable form, a surety bond in the amount of 50% of the contract sum as security for the faithful correction of all defective work for a period of one year after final acceptance of this Contract (Maintenance and Guarantee Bond). The cost of the aforesaid bonds shall be paid by the Contractor.

1. The Owner reserves the right to accept or reject any or all bids, alternates, or proposals, and to accept those bids, alternates, or proposals that, in his judgement, serve his best interests.

END OF DOCUMENT 00 1113

© 2026 Tower Pinkster Titus Associates - All Rights Reserved