

# CITY OF BUCHANAN, MICHIGAN



*2025 CDBG*

*CDBG Housing Improving Local Livability (CHILL) Program  
Bid Package: General Contractor, ADA Upgrades*

## CONTENTS:

Advertisement For Bids
Specifications & Packages
Non-Discrimination Certificate
Instructions To Bidders
Contract with CDBG General Conditions

City of Buchanan  
Community Development  
302 N Redbud Trail | Buchanan, MI 49107  
269-695-3844

**ADVERTISEMENT FOR BIDS**  
CITY OF BUCHANAN, MICHIGAN

CDBG Housing Improving Local Livability (CHILL) Program  
Bid Package: General Contractors, ADA Upgrades- 114 Fulton, Buchanan, MI 49107

Sealed proposals will be received by the City of Buchanan, Michigan in the office of the City Clerk until 10:00AM Local Time on June 16, 2025, at which time and place the proposals will be publicly opened and read aloud for the home repair work consisting outlined in the specifications that can be found online at: <https://www.cityofbuchanan.com/rfps>

The proposal as well as the plans and specifications under which the work will be done are on file and may be examined at the City Clerk's Office, City Hall, 302 N Redbud Trail | Buchanan, MI 49107 (269-695-3844). Copies thereof may be obtained electronically from the Community Development Department.

This is a project funded through the US Department of Housing and Urban Development, CDBG Program. All bidders are required to sign a certification that they will comply with all Federal and State non-discrimination laws and regulations.

The City reserves the right to reject any or all proposals, to waive irregularities in proposals and to accept the proposal that in the opinion of the City Council is most advantageous to the City.

No bid shall be withdrawn after the opening of bids for a period of thirty (30) days after the scheduled time of receiving bids.

CITY OF BUCHANAN  
Tony McGhee  
City Manager

City of Buchanan – CDBG Housing Improving Local Livability (CHILL) Program – **General Contractor, ADA Upgrades Bid Specification Packages**

**NOTICE:** For each item below, the undersigned, having familiarized himself/herself/themselves with the local conditions affecting the cost of the work, and with the Advertisement, the Form of Proposal, Specifications and Plans on file with the City Clerk, hereby proposes to perform everything required to be performed and to provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all the work required to remove and replace concrete sidewalk and related work at various locations in the City of Buchanan all in accordance with the specifications as prepared for the following named unit prices to wit:

**Address: 114 Fulton**

**Scope of Work**

The contractor shall furnish all labor, materials, equipment, tools, supervision, permits, and services necessary to construct a fully ADA-compliant bathroom. The work includes, but is not limited to, demolition (if applicable), structural modifications, plumbing, electrical, carpentry, and finish work as outlined below:

**1. ADA Walk-In Shower**

- Install a roll-in or transfer-type ADA-compliant walk-in shower per 2010 ADA Standards, with minimum dimensions of 36" x 60".
- Include slip-resistant flooring, a fold-down seat, grab bars (horizontal and vertical), and a handheld showerhead mounted on a vertical bar.
- Ensure water controls are operable with one hand, require no tight grasping, and are located within ADA-reach ranges.
- Install a trench or low-profile drain to avoid water runoff.

**2. ADA Toilet Installation**

- Install a wall-mounted or floor-mounted toilet set at a seat height of 17–19 inches.
- Provide a minimum 60-inch wide clear floor space around the toilet for side or front approach.
- Install horizontal grab bars (minimum 36 inches long behind the toilet and 42 inches long on the adjacent side wall), mounted 33–36 inches above the floor.
- Ensure flush controls are located on the open side and meet ADA operability standards.

**3. ADA Vanity and Sink**

- Install wall-mounted or open-bottom ADA-compliant vanity allowing for knee and toe clearance:
  - Minimum 27" high clearance underneath.
  - Countertop not exceeding 34" in height.
- Provide a sink with insulated or protected pipes underneath.
- Ensure faucet is operable with one hand, and does not require tight grasping, pinching, or twisting of the wrist (e.g., lever or motion sensor).

**4. ADA Mirror**

- Install mirror with the bottom edge of the reflective surface no more than 40 inches above the finished floor.

<ul style="list-style-type: none"> <li>• Mount securely and ensure it meets all ADA mounting and safety standards.</li> </ul>	
<b>5. Structural Integrity</b> <ul style="list-style-type: none"> <li>• Inspect all existing subfloors, walls, and framing in the renovation area.</li> <li>• Replace or reinforce any damaged or deteriorated studs, joists, floorboards, or wall boards.</li> <li>• Install moisture-resistant wall board (cement board or equivalent) in wet areas such as around the shower and sink.</li> </ul>	
<b>6. Flooring and Wall Finishes</b> <ul style="list-style-type: none"> <li>• Install non-slip, waterproof flooring.</li> <li>• Transition strips (if required) must be ADA-compliant.</li> <li>• All wall surfaces must be finished with water-resistant paint or tile as specified by the owner.</li> </ul>	
<b>7. Electrical and Lighting</b> <ul style="list-style-type: none"> <li>• Install GFCI-protected outlets per code.</li> <li>• Mount light switches and controls within ADA-reach ranges (15"–48" above the floor).</li> <li>• Provide adequate task and ambient lighting.</li> </ul>	
<b>8. Permits and Compliance</b> <ul style="list-style-type: none"> <li>• Contractor is responsible for obtaining all necessary building permits.</li> <li>• All work must comply with: <ul style="list-style-type: none"> <li>○ ADA 2010 Standards for Accessible Design</li> <li>○ Local and state building codes</li> <li>○ Plumbing and electrical codes</li> </ul> </li> </ul>	
<b>Pricing Packages</b>	
<b>1 ADA Bathroom:</b>	\$
<b>Permits</b>	\$
<b>Dumpsters</b>	\$
<b>Total of Alternate Bids</b>	\$
<b>Total Estimate with Alternate Bids.</b>	\$

**BIDDER’S EXCEPTIONS OR COMMENTS MAY OR MAY NOT BE ACCEPTED:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SUB-CONTRACTORS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROJECTED COMPLETION DATE:** \_\_\_\_\_

LIST **NUMBER OF EMPLOYEES** YOU PLAN TO HAVE SIGNIFICANTLY INVOLVED WITH THIS PROJECT AT ANY ONE TIME: \_\_\_\_\_

**CONTRACTOR REQUIREMENTS**

- The contractor must be licensed and insured.
- Must comply with all applicable building codes and standards.
- Work must be performed during agreed-upon hours to minimize disruption.
- Contractor is responsible for any damages caused during installation.

**WARRANTY & FINAL INSPECTION**

- Contractor shall provide a one-year warranty on labor.
- Manufacturer's warranty on the fixtures must be honored.
- Final inspection will be conducted upon project completion to ensure compliance.

The undersigned affirms that in making such proposal neither he nor any company that he may represent nor anyone in behalf of him or company directly or indirectly has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work, or any compact to prevent any other bidder or bidders from bidding on said contract or work, and further affirms that such proposal is made without regard or reference to any other bidder or proposal and without agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such bidding in any way or manner whatsoever.

The undersigned hereby agrees that if the foregoing proposal shall be accepted by the Homeowner and the City, he will, within ten (10) consecutive calendar days after receiving notice of acceptance of such proposal, enter into contract, in the appropriate form, to furnish the labor, materials, equipment, tools, and construction equipment necessary for the full and complete execution of the work, at and for the price named in his proposal. The undersigned hereby agrees that if this foregoing proposal shall be accepted by the said City he will complete the entire work of this contract by July 30, 2025.

In interest of expediting the award of this contract the undersigned will be required to show that he has performed work similar to that included under the proposed contract for which his proposal is offered.

In submitting this bid it is understood that the right is reserved by the Homeowner and/or the City of Buchanan to reject any and all bids. It is agreed that this bid may not be withdrawn for a period of thirty (30) days after the opening thereof.

For each item above, the undersigned, having familiarized himself/herself/themselves with the local conditions affecting the cost of the work, and with the Advertisement, the Form of Proposal, Specifications and Plans on file with the City Clerk, hereby proposes to perform everything required to be performed and to provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all the work required to remove and replace concrete sidewalk and related work at various locations in the City of Buchanan all in accordance with the specifications as prepared for the following named unit prices

Dated and signed at \_\_\_\_\_, State of \_\_\_\_\_.

---

**Company**

---

**Name of Bidder**

---

**Signature Of Bidder, Title**

---

**Date**

---

**Business Address**

---

**Email Address of Primary Contact**

---

**Telephone Number**

# CERTIFICATION OF NON-DISCRIMINATION

---

**Company**

---

**Name of Bidder**

---

**Business Address**

Please Check One

A. Contractor \_\_\_\_\_ B. Supplier \_\_\_\_\_ C. Other \_\_\_\_\_

Project/Product Description

CDBG Housing Improving Local Livability (CHILL) Program

The undersigned certifies that for the above referenced service(s)/product(s) performed for or furnished to the City of Buchanan:

1. The undersigned does not discriminate in the purchase of materials or in the hiring of personnel, or in the sub-contracting of personnel, on the basis of religion, race, color, national origin, sex, age or handicap.
1. That all Federal and State statutes and regulations pertaining to discrimination on the basis of religion, race, color, national origin, sex, age or handicap have been and shall continue to be fully observed.
2. The undersigned will indemnify and hold harmless the City of Buchanan, its agents and employees, from any and all liability founded upon a claim of violation of Civil Rights or affirmative action regulations pertaining to discrimination.

---

Signature

---

Printed Name, Title & Date

# INSTRUCTION TO BIDDERS

## **Work to be Done**

The work to be done under this contract includes the furnishing of all labor, materials and construction equipment necessary for home repair in the City of Buchanan complete and in accordance with the specifications.

## **Construction Conditions**

It is required that each bidder will examine the specifications for the work and make a personal examination of the site of the proposed work and its surroundings. It is also expected that he will obtain firsthand information concerning the available facilities for receiving, transporting, handling and storing construction equipment and materials and concerning other environmental conditions that may affect his work.

## **Basis Upon Which Proposals are Solicited**

Proposals are solicited for the proposed home repair and rehab as described in the specifications. The basis on which proposals will be received will be that of cost reimbursement of unit prices for the work described in the Form of Proposal. The City reserves the right to increase or diminish any or all of the quantities within reasonable limits, and the Contractor will be paid for the actual amount of work completed and accepted by the City and at prices stated in his proposal. Bidders may bid on one or multiple packages of the specifications to be considered.

## **Time of Completion**

The Contractor shall fully complete all work under this contract by **July 30, 2025**.

## **Liquidated Damages**

The Contractor shall complete the entire project on or before the date specified or by authorized extension without liquidated damages. The Contractor will be charged \$100.00 per day for each calendar day that the work shall remain uncompleted past the completion date.

## **Arbitration of Disputes**

If there is a dispute between the City and the Contractor regarding the question of whether the Contractor has completed the specified work satisfactorily and/or whether the Contractor has certain payments due that cannot be resolved between the City and Contractor, the dispute shall be resolved through arbitration. An Arbitration Board of three members shall be selected. One shall be selected by the City and one shall be selected by the Contractor. The third arbitrator shall be selected by the mutual agreement of the two arbitrators selected by the City and the Contractor. The decision of the Arbitration Board shall be binding on both the City and the Contractor. The City shall bear the cost of the arbitrator which it selected. The Contractor shall bear the cost of the arbitrator which he selected. The cost of the third arbitrator and all other expenses shall be borne equally by the City and the Contractor.

## **Form of Proposal**

All proposals must be made and signed by the bidder in the form attached hereto and due to the City Clerk by **10:00AM on June 16, 2025**. All prices stated in the proposal must be plainly written in legible figures. Illegibility of any figures in the proposal will be sufficient cause for rejection of the proposal by the City. Each proposal must be enclosed in a sealed envelope addressed to the City Clerk of the City of Buchanan, Michigan, and labeled on the outside **"Proposal for CDBG CHILL Program – 114 Fulton-General Contractor, ADA Upgrades"**.



**Conformity to Specifications**

Proposals must be made in full conformity to all the conditions as set forth in the specifications for the work now on file in the City Clerk's Office.

**Name, Address and Status of Bidder**

The name and legal status of the bidder, that is, as a corporation, partnership, or an individual, shall be stated in the proposal. A corporation bidder shall name the state in which the articles of incorporation are held, and must give the title of the official having authority, under the by-laws, to sign contracts; a partnership bidder shall give the full name and address of partners. Anyone signing a proposal as an agent of another must submit with his proposal legal evidence of his authority to do so. The place of residence of each bidder, or the office address in the case of a firm or company, with the county and state, must be given after his signature.

**Experience and Financial Statement**

Bidders will be required to provide references offering proof of previous experience as well as satisfactory performance in this type of work. Bidders must provide a list of past projects completed which closely resemble the quantities and value of this project.

If required by the City, each bidder under consideration may be required to submit a statement of his financial status.

**Written or Oral Explanations**

Should a bidder find discrepancies in or omission from the contract documents or specifications, or should he be in doubt as to their meaning, he may at once notify the City Clerk and request an interpretation thereof and he will be held responsible for the prompt delivery of such request. The City Clerk will thereupon send written instructions in an addendum to all bidders. The City will not be responsible for any oral instruction in connection with this contract.

**Execution of Contract**

The bidder whose proposal shall be accepted for the Homeowner portion of the work will be required to execute the contract between the successful Contractor and the Homeowner in the form attached hereto. Outside individual contracts between private property owners and the Contractor will be separate from this Homeowner contract. The Contractor shall be responsible for preparing a separate proposal and contract with private property owners. The City of Buchanan will not be responsible for payment of any contracted work other than what is performed for through this RFP and associated contract.

**Licenses, W9 and Proof of Insurance - NOTE- REQUIRED**

All bidders must submit current copies of all professional licenses, a current and official Certificate of Insurance that includes Workman's Compensation, and a W9

**Insurance – NOTE –REQUIRED**

The Workman's Compensation Insurance and Public Liability and Property Damage insurance in the amount specified in the general Conditions must be carried by the Contractor who undertakes the work of the contract.

**Right to Accept, to Reject and to Waive Defects**

The City reserves the right to accept any proposal, to reject any or all proposals, and to waive defects or irregularities in any proposal. In particular, any alteration, erasure, or interlineation in the contract

documents which are attached hereto and specifically made a part of these instructions and of the form of proposal, shall render the accompanying proposal irregular and subject to rejection by the subject to rejection by the City. Proposals, which are clearly unbalanced, will also be considered as irregular and subject to rejection by the City.

**Award of Contract**

The contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the bidder to whom the City contemplates awarding the contract by the City Manager.

**Withdrawal of Bids**

Any bidder who has submitted a proposal to the City may withdraw his bid at any time prior to the scheduled time for the receipts of bid. No bidder may withdraw his bid after the time stated in the advertisement for opening bids for a period of thirty (30) days thereafter.



**CDBG Housing Improving Local Livability  
(CHILL) Program Contract for Services  
City of Buchanan**

THE **CONTRACT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between

\_\_\_\_\_ hereinafter called the "Contractor", \_\_\_\_\_ (Homeowner) and the City of Buchanan, Michigan, hereinafter called the "City". WITNESSETH: That the Contractor, Homeowner and the City for the consideration stated herein agree as follows:

**ARTICLE I SCOPE OF WORK** - The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for the CDBG Housing Improving Local Livability (CHILL) Program at \_\_\_\_\_ (Homeowner's Address) in the City of Buchanan, Michigan, all in strict accordance with the Specifications, including any and all addenda, prepared by the City of Buchanan, which Specifications are made a part of this contract; and the Contractor shall do everything required by the contract and other documents constituting a part thereof. Contractor agrees to perform all work in conformance with all local building codes, HUD guidelines, and State of Michigan Building Code, whether or not covered by the specifications and drawings.

**ARTICLE II TIME** - It is agreed that the said Contractor will begin work under this contract after approval and signing of the contract by the City and that he will be prosecute it with all due diligence thereafter at such points and with such force and in such manner and at such rate as will bring the entire work to completion by July 30, 2025 the date of completion being considered an essential element of the Contract.

**ARTICLE III COMPLETION** - It is agreed that the Contractor shall submit an outline of his proposed order of work and will indicate the dates for the completing of the major items of work. When approved by the Homeowner and the City, this outline shall become part of the contract documents.

The Contractor shall set up an outline so as to provide for the completion of the entire work on or before July 30, 2025.

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the document made part of this contract.

**ARTICLE IV LIQUIDATED DAMAGES** - The Contractor shall complete the entire project on or before the date specified or by authorized extension without liquidated damages. The Contractor will be charged \$100.00 per day for each calendar day that the work shall remain uncompleted past the completion date.

**ARTICLE V THE CONTRACT PRICE** - The City shall, with the Homeowner's approval, pay to the Contractor, for the performance of the contract, subject to any additions or deductions provided therein, in current funds, the sum as determined by the actual quantities as final built and the following schedule of unit prices, to wit:

<b>Address 1:</b>	\$
<b>Permits</b>	\$
<b>Dumpsters</b>	\$
<b>Total of Alternate Bids</b>	\$
<b>Total Estimate with Alternate Bids.</b>	\$

**ARTICLE VI Change Orders**

Any additions to, deletions from, or changes in the rehabilitation contract work, time, or price must be approved in a written change order request before the additional work is started. The change order must be executed by the owner and the contractor and approved by the rehabilitation specialist and the grantee. Change orders may be used to add items of work that are essential to complete the original work and were not evident until after the work started.

**ARTICLE VII CDBG General Contract Clauses**

**Termination for Convenience.** The City of Buchanan may terminate this entire agreement for its convenience in whole or in part at any time without cause by its Notice of such termination, issued after conferring with CONTRACTOR shall terminate the Work as instructed by the City of Niles. Upon termination, if CONTRACTOR has begun work, the City of Niles shall pay to CONTRACTOR, in full satisfaction and discharge of all liabilities and obligations owed to CONTRACTOR with respect to the Work so terminated, the actual value of the Work performed. If CONTRACTOR has not begun work CONTRACTOR is not entitled to recover any amount from the City of Buchanan due to such termination.

Contractor agrees to accept this **fixed price contract** derived from the City of Buchanan's **sealed bid process** seeking prices for the work described in the associated Scope of Work.

**General Rules:**

1. Contractor must obtain and pay for all necessary **permits and licenses** prior to starting the project and provide evidence there of and warranty work for 1 year from date of completion.
2. Contractor must obtain written consent prior to **sub-contracting** outside of those subcontractors approved as part of contract negotiations.
3. Contractor must obtain written consent from the City and the homeowner for **changes** to specifications which may warrant an official **change order** and contract amendment.
4. Contractor must keep the **premises clean and orderly** during repairs and remove all debris at the completion of daily work and comply with all required rehabilitation practices for the **Lead Safe Housing Rule**.

**Conflict of Interest** A code of conduct prohibits City of Buchanan elected officials, staff, or agents from personally benefiting from CDBG procurement. The policy prohibits the solicitation or acceptance of favors or gratuities from contractors or potential contractors. Sanctions or penalties for violations of the code of conduct by either subrecipients and/or beneficiary of funds officials, staff, or agents, or by

contractors or their agents must be identified [2 CFR 200.318(c)]. Sanctions for contractors include restitution of fees, fines, repayment of project costs, termination of contract and/or legal remedies.

This housing rehabilitation program operates in full compliance with the **Michigan Construction Lien Act (PA 497 of 1980)**. Specifically, the City has agreed to adhere to the following provisions:  
1. The grantee shall inform all contractors, subcontractors, suppliers, and laborers involved in CDBG funded homeowner rehabilitation projects about their rights and obligations under the [Michigan Construction Lien Act](#).

**Copeland “Anti-Kickback” Act (40 U.S.C. 3145)**, as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). CONTRACTOR agrees to comply with the aforementioned and understands that they are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City of Buchanan entity will report all suspected or reported violations to the US Department of Housing and Urban Development and the Department of Labor.

**Affirmative efforts** will be undertaken to hire women-owned business enterprises, minority firms and labor surplus firms, both by the subrecipients and/or beneficiary of funds and the project’s prime contractor [2 CFR 200.321].

**Debarment and Suspension** (Executive Orders 12549 and 12689)— CONTRACTOR understands that a federal contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” CONTRACTOR agrees that they are not listed on the governmentwide exclusions in the System for Award Management.

**Clean Air Act (42 U.S.C. 7401–7671q.)** and the **Federal Water Pollution Control Act (33 U.S.C. 1251–1387)**, as amended—CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401– 7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Solid Waste Disposal Act**, as amended by the Resource Conservation and Recovery Act. CONTRACTOR agrees to the requirements of Section 6002 including procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**ARTICLE VII COMPONENT PARTS OF THIS CONTRACT** - This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached:

- |                                   |                                       |
|-----------------------------------|---------------------------------------|
| 1. Advertisement For Bids         | 5. Contract & CDBG General Conditions |
| 2. Specifications & Packages      | 6. Contractor’s Proposal              |
| 3. Non-Discrimination Certificate | 7. This Instrument                    |
| 4. Instructions To Bidders        |                                       |

In event that any provision of the component parts of this contract conflicts with any provision in any other component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

**IN WITNESS WHEREOF:** The parties hereto have caused this instrument to be executed in four (4) original counterparts the day and year first written above.

\_\_\_\_\_  
**Company**

**City of Buchanan**

\_\_\_\_\_  
**Authorized Official**

**Mayor Mark Weedon**

\_\_\_\_\_  
**Signature of Authorized Official, Title**

\_\_\_\_\_  
**Signature of Authorized Official, Title**

\_\_\_\_\_  
**Business Address**

302 N Redbud Trail | Buchanan, MI 49107  
**Business Address**

\_\_\_\_\_  
**Email Address of Primary Contact**

rmurphy@cityofbuchanan.com

**Email Address of Primary Contact**

\_\_\_\_\_  
**Telephone Number**

**269-695-3844**

\_\_\_\_\_  
**(Homeowner 1's Name)**

\_\_\_\_\_  
**(Homeowner 2's Name)**

\_\_\_\_\_  
**Project Address**

\_\_\_\_\_  
**(Homeowner 1's Signature)**

\_\_\_\_\_  
**(Homeowner 2's Signature)**