

CITY OF BUCHANAN, MICHIGAN



2025

Help for Homes

Bid Package: General Contractor, ADA Bathroom- 320 Bluff

CONTENTS:

Advertisement For Bids
Specifications & Packages
Non-Discrimination Certificate
Instructions To Bidders
Contract

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

ADVERTISEMENT FOR BIDS
CITY OF BUCHANAN, MICHIGAN

Help for Homes Program

Bid Package: General Contractors, ADA Bathroom 2- 320 Bluff, Buchanan, MI

Sealed proposals will be received by the City of Buchanan, Michigan in the office of the City Clerk until 10:05 AM Local Time on September 22, 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.

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No bid shall be withdrawn after the opening of bids for a period of thirty (30) days after the scheduled time of receiving bids.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

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 in the City of Buchanan all in accordance with the specifications as prepared for the following named unit prices to wit:

Address: 320 Bluff, Buchanan, MI

ADA-COMPLIANT RESIDENTIAL BATHROOM RENOVATION

Project Overview:

The contractor shall renovate the existing residential bathroom to include a Modified accessible bathroom and ensure all structural elements are free from moisture damage. The work includes demolition, inspection, structural repair, and full bathroom remodeling.

1. GENERAL REQUIREMENTS

- Compliance Standards: All work shall conform to:
 - Applicable state and local building codes
 - IRC and IBC codes where applicable
- Permits: Contractor shall obtain all necessary permits and arrange inspections.
- Site Preparation: Protect adjacent finishes and areas. Dust control and safety barriers must be in place.
- Work Schedule: Contractor shall provide a written timeline for project milestones.

2. DEMOLITION AND INSPECTION

- **Demolition Scope:**
 - Remove all existing bathroom fixtures, cabinets, flooring, wall finishes, and substrate down to studs and subfloor.
 - Disconnect plumbing and electrical systems safely with proper tagging.
- **Moisture Inspection:**
 - Inspect all exposed wall framing, subflooring, sill plates, and joists for moisture damage, mold, rot, or deterioration.
 - Use a moisture meter to assess hidden damage.
 - Document any areas with moisture levels exceeding 16%.
- **Replacement:**
 - Replace any compromised materials with pressure-treated lumber or mold-resistant framing.
 - Use cement board or other mold-resistant backer board for shower/tub areas.
 - Apply appropriate waterproofing membranes in all wet zones.

3. FLOORING AND SUBFLOOR

- **Subfloor Replacement:**
 - Install $\frac{3}{4}$ " exterior-grade plywood or approved subflooring material with joist blocking as required.
 - Level subfloor to within $\frac{1}{4}$ " over any 10-foot span.

- **Finish Flooring:**
 - Install non-slip flooring material (e.g., sheet vinyl, slip-rated tile with ≤ 0.6 static coefficient of friction).
 - Ensure smooth, flush transitions to adjacent floor surfaces.

4. ACCESSIBILITY STANDARDS – KEY ELEMENTS

- **Clear Floor Space:**
 - Minimum 60" diameter turning space for wheelchair.
 - 30"x48" clear floor space in front of all fixtures.
- **Grab Bars:**
 - Securely install grab bars at:
 - 33"-36" above the finished floor in toilet and bathing areas.
 - Side wall (42" long min.) and rear wall (36" long min.) at toilet.
- **Toilet:**
 - Height: 17"-19" from floor to top of seat (ADA compliant).
 - 16"-18" from centerline of toilet to side wall.
 - Ensure grab bars do not interfere with required clearances.
- **Sink:**
 - 34" maximum height to rim or counter surface.
 - Clear knee space: 27" high, 30" wide, 19" deep minimum.
 - Insulate exposed pipes or use protective covering.
- **Shower:**
 - Roll-in shower minimum size: 30" x 60" (or transfer shower 36" x 36").
 - No curb or max ½" threshold.
 - Handheld showerhead on adjustable rod, 48"-54" height range.
 - Fold-down seat at appropriate location.
- **Lighting and Controls:**
 - Rocker-style switches and lever-handled faucets.
 - Light switches, thermostats, and outlets placed 15"-48" AFF.

5. MATERIALS AND INSTALLATION

- All products must be ADA-compliant.
- Use water-resistant, mold-resistant drywall (green board or better) in all appropriate areas.
- Paints shall be mildew-resistant in semi-gloss finish or better.
- Tile grout shall be sealed, and all caulking mold/mildew-resistant.
- All plumbing and electrical work must meet code and be performed by licensed trades.

6. FINAL INSPECTION AND TURNOVER

- **Contractor shall conduct a final walkthrough with the homeowner and provide:**
 - Copy of all inspection approvals
 - Warranty documents
 - Maintenance recommendations
 - Photos of subfloor/wall repairs prior to concealment

NOTES:

- Contractor must coordinate with homeowner for all finish selections prior to purchase.
- Any unforeseen conditions requiring additional cost must be approved in writing before proceeding.

Pricing Packages

1 ADA Bathroom: 320 Bluff, Buchanan, MI	\$
Permits	\$
Dumpsters	\$
Total of Alternate Bids	\$
Total Estimate with Alternate Bids.	\$

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 November 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.

Please Print or Type

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

Help for Homes 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 **November 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 **10:05AM on September 22, 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 H4H – General Contractor, ADA Bathroom 2- 320 Bluff”**.

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 November 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 November 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:

Address 1:	\$
Permits	\$
Dumpsters	\$
Total of Alternate Bids	\$
Total Estimate with Alternate Bids.	\$

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

City Manager, Tony McGhee

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)