



**Macon County**  
*North Carolina*



**INVITATION FOR BIDS AND PROPOSALS  
BID REQUEST NO. 01-4260i**

# **CLOCK TOWER RENOVATIONS**

**ISSUE DATE: NOVEMBER 6, 2024**

**BID OPENING DATE:  
DECEMBER 23, 2024  
4:00 P.M. LOCAL TIME**

**ISSUED BY: MACON COUNTY FINANCE DEPARTMENT  
5 WEST MAIN STREET  
FRANKLIN, NC 28734  
PHONE: (828) 524-1640  
LINDSAY LEOPARD, ACCOUNTANT / PURCHASING AGENT**

**\*\*Note: As of July 1, 1997, informal bids received under N.C.G.S. 143-131 are  
“CONFIDENTIAL” and are not subject to public inspection until the Contract or Purchase  
Order is awarded.\*\***

**A. INTRODUCTION**

Macon County is requesting informal bids for clock tower renovations.

There will be a mandatory pre-bid conference at 10:00 a.m. on Wednesday, December 4, 2024. This conference will be held at the job site, 14 Phillips St, Franklin, NC 28734. Only bids from contractors who attend the pre-bid meeting will be accepted and considered for award.

Questions regarding the various aspects of the bid and project should be submitted in writing to:

For questions regarding technical and/or site specification and site visits, etc.:

Jack Morgan  
jmorgan@maconnc.org  
Phone 828.371.1376

For questions regarding Bid Process, Documents, Bid and Contract Terms & Conditions, etc.:

Lindsay Leopard  
Accountant/ Purchasing Agent  
lleopard@maconnc.org  
Phone 828.524.1640

All questions regarding this RFB must be submitted in writing (email is acceptable) and sent prior to the cutoff. Responses to all questions received before the cut-off date and time will be answered by addendum and sent via email to all known bid holders.

**B. GENERAL BID & DOCUMENT REQUIREMENTS**

All bidders submitting bids in relation to this request should familiarize themselves with the following general bid terms and conditions. Bidders not in compliance with these documents subject their bid proposals to rejection. Bid proposals must be submitted complete with all required signed documents, final pricing, signature pages, etc., at the time of submission. Macon County will not request required information after bid opening and the lack thereof may subject a bid to rejection. It is the responsibility of all respondents to contact Macon County prior to submitting a response to the RFB to ascertain if any addenda have been issued, and to obtain any and all addenda, execute them, and return addenda with their response to the RFB.

1. The bidder and/or bidders to whom the contract is awarded must comply with all aspects of this bidding process, which are designed to meet the requirements of North Carolina G.S. 143-128, 129 & 131, as amended, which collectively govern bidding procedures for government construction projects in North Carolina.
2. Bids submitted in response to this request will be governed by N.C. General Statute and the general provisions outlined in this request.

3. All bidders for construction, renovation or improvement projects must hold all required certifications and/or licensures for the project at the time they submit their bid.
4. Macon County Government does not discriminate on the basis of race, color, sex, national origin, religion, age, or disability. Any contractors or vendors who provide services, programs or goods for Macon County are expected to fully comply with the County's non-discrimination policy.
5. Macon County reserves the right to accept or reject any or all bids, evaluate all bids, especially where there is a wide range in specifications, and make an award in the best interest of the County. Macon County reserves the right to take exception to or waive any item in the bid.
6. **BID AND CONTRACT:** Signed Proposals submitted in response to this Request for Bids will be evidence of acceptance of Macon County's terms and conditions, including here by reference Macon County's Purchase Order Terms and Conditions, and, combined with the terms and conditions set forth in this request for bid, make up the entirety of the contract to which Macon County will be bound and will supersede, override and take precedence over any and all counter proposed terms and conditions presented in proposals and subsequent contracts. Bid proposals offered to the County contingent upon the County's acceptance of any counter-terms and conditions must clearly and obviously state that an exception is being taken and what that exception is. Such proposals may be considered during the bid review process but will remain subject to rejection at the sole discretion of Macon County in favor of any bid containing conditions more favorable to the County. Macon County accepts no counter terms/conditions unless specifically agreed upon in writing by both parties prior to contract award. Regardless, proposals taking total exception to Macon County's terms and conditions and this bid document will be considered nonresponsive to this bid request and rejected as such. Macon County reserves the right to accept or reject any or all bid proposals and will exercise that right when reviewing proposals containing any counter-proposed terms and conditions not favorable to the County.
7. All informal contracts for construction or repair work shall be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bid for the performance of the contract.
8. All bids for combinations of work and product must be accompanied by the vendor's proposed start and completions schedule or timeline and other pertinent project data.
9. **OMISSIONS:** Omission in this bid solicitation or technical specification of any provision herein described shall not be construed as to relieve the Contractor of any responsibility or obligation normally requisite to the complete and

satisfactory delivery, installation, construction or satisfactory completion of this project.

10. All bid proposals must use the forms included. All bid proposals must be signed by an individual authorized to bind the contractor to a contract prior to submission.
11. DELIVERY OF BIDS: Electronically transmitted bids will not be accepted. To be considered, bid proposals should include:

One (1) signed and complete bid proposal

All bid proposal packages shall be delivered or mailed direct to:  
Macon County Finance Department  
Attn: Lindsay Leopard  
5 W Main Street  
Franklin, NC 28734

Bid Packages will be accepted up to the day and time of bid deadline, which is scheduled for Monday, December 23, 2024 at 4:00 p.m. By NC General Statute, Informal bids are not public knowledge until after award.

PROMPT DELIVERY OF BIDS TO PURCHASING AGENT IS THE SOLE RESPONSIBILITY OF THE BIDDER. BIDS RECEIVED AFTER THE BID DEADLINE, REGARDLESS OF REASON, WILL NOT BE CONSIDERED.

12. Macon County shall not be held responsible for nor will it pay any costs or expense associated with the preparation or submission of a bid proposal submitted in response to this solicitation, such expenses and costs being the sole responsibility of the bidder. Nothing in this solicitation or any response submitted pursuant to shall obligate Macon County to award a contract to a bidder.
13. In case of default of an awarded contractor, Macon County may procure the articles and/or services from other sources and may hold the defaulting contractor responsible for any excess cost occasioned thereby.
14. PAYMENT: Payment will be made by check within thirty-days after completion and inspection. No payment will be made until contractor completes all delivery, construction, installation or other provisions or responsibilities as agreed upon prior to project start and corrected any deficiencies found. Retainage in the amount of ten percent (10%) of the contract sum will be withheld until the entire project receives a final inspection and certificate of occupancy.
15. Macon County requires that all contractors performing work on County property maintain minimum insurance coverage as outlined in Minimum Insurance Requirements & Risk Control below. Acceptance of Macon County's insurance and risk requirements is a requisite for award. Do not make changes to or take exception to these insurance and risk requirements. Bids offered contingent on any change or

exception taken to this requirement will be deemed both non-responsive to this bid solicitation's requirements and specifications and not responsible. Such offers will be rejected.

16. **Terms & Conditions Acceptance:** By submitting a signed proposal in response to this solicitation, the individual is verifying that he/she is a duly authorized representative of the company and is able to legally bind the company to this agreement. Signature also denotes agreement that the terms and conditions of this bid shall override all other terms and conditions, regardless of form or delivery.

### **C. GENERAL BID & DOCUMENT REQUIREMENTS**

1. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **PERMITS & INSPECTIONS:** All permits required by governing authorities shall be secured by contractor or contractor's agent but will be free of cost. Proof of approved inspections for all required permits relative to the work shall be included with application for final payment.
3. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
4. **ADVERTISING:** Contractor agrees not to use the results of this RFB or any resulting contract or the name of Macon County as part of any commercial advertising.
5. **ASSIGNMENT:** No assignment of the contractor's obligations or the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, Macon County may:
  - a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
  - b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check. In no event shall such approval and action obligate Macon County to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
6. **GENERAL INDEMNITY:** The contractor shall hold and save Macon County, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the a firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that Macon County has knowledge of such claims. The contractor represents and

warrants that it shall make no claim of any kind or nature against Macon County's agents who are involved in the delivery or processing of contractor goods to Macon County. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

7. **TERMINATION:** Macon County may terminate this contract for cause if the contractor fails to perform according to the contract provisions or original offer or for convenience when there has been a change in program requirements or inadequate funding.

#### **D. MINIMUM INSURANCE REQUIREMENTS**

Macon County requires that all contractors performing site preparation, paving, installation, construction, repairs or renovations on County property shall provide insurance certificates to the County naming Macon County as secondary insured. The contractor shall procure, maintain and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of the county by the contractor, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted prior to the commencement of work and the contractor shall maintain such coverage for the duration of the contract period.

##### **Minimum Insurance Coverage Limits:**

- **Comprehensive General Liability:** Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, sudden and accidental pollution losses, and a contractual liability endorsement.
- **Workers Compensation:** Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$100,000 for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.

The contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.

The contractor shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.

The contractor shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf.

All insurance policies shall be in effect for the duration of the project and shall be written on an occurrence Basis. No claims-made policies will be accepted.

## SCOPE OF WORK

1. Clean brick and structure (no high pressure washing on brick or masonry surfaces). Use non-ionic detergent and water with medium bristle brush to clean brick and masonry.
2. Seal brick and masonry with Sikaguard 277 Enviroseal or Sika Masterprotect H177.
3. Clean wood surfaces with same cleaner as used on the brick. Pressure washing is allowed on wood surfaces.
4. After cleaning all exterior wood surfaces, replace any and all damaged or decayed wood material with like materials and like design, tighten any loose nails, screws etc.
5. All exterior wood surfaces, remove all loose or flaking paint, caulk tight, and seal gaps and holes of all unnecessary openings. Apply two coats Sherwin-Williams Woodscapes Exterior acrylic solid color house stain. Color to match existing.
6. Interior masonry or stucco, two coats Sherwin-Williams Super Paint Exterior acrylic latex paint of same color as exterior wood surfaces.
7. Remove all roof coverings to reveal roof sheathing and inspect for damaged or decayed sheathing. Replace with fire retardant treated plywood any roof sheathing deemed necessary.
8. Inspect skylight, replace if required with similar type and size (see alternate 1).
9. Cover roof sheathing with ice and rain shield. Flash junction of roof sheathing and siding and skylight as necessary to maintain watertight junction.
10. Cover roof with Certainteed Highland Slate, black granite color, and install new metal drip edge color to match siding color.
11. Replace screen wire on interior of louvers with aluminum screen wire.
12. Contractor will clean site, haul off, and dispose all debris at the end of each workday.
13. Contractor will install safety fencing and or barricades around project site.
14. Contractor will protect clock tower mechanisms from any damage caused by this renovation project.
15. Contractor will protect all vegetation, live or artificial, from damage by renovation process.
16. Contractor to provide all necessary labor, materials, tools, safety equipment, scaffolds and or personnel lifts etc., for completion of this project.
17. Project to be complete within sixty (60) days of award of contract. Any extension of this time is at the discretion of the owner.

**ALTERNATE 1:**

Remove existing skylight and flashing and replace with like type and size skylight and replace existing flashing with similar material.



# BID SHEET & CONTRACT TERMS ACCEPTANCE FORM

## CLOCK TOWER RENOVATIONS

Bid 01-4260i

Company: \_\_\_\_\_

Address/City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

### OFFER

- A. This offer shall be open to acceptance and is irrevocable for a *minimum of 60 Days* from the bid closing date.
- B. Having examined the Place of Work and all matters referred to in the Bid/Contract Documents prepared by Macon County for the above mentioned project, we, the undersigned, hereby offer to provide a complete work product.

**TOTAL BASE BID \$** \_\_\_\_\_

**ALTERNATE 1 PRICE \$** \_\_\_\_\_

**Addenda (if none, state "N/A"):** #1 \_\_\_\_\_, #2 \_\_\_\_\_, #3 \_\_\_\_\_.

**Terms & Conditions Acceptance:** By signing below, the individual accepts and verifies:

- A. That he/she is a duly authorized representative of the company and is able to legally bind the company to this agreement.
- B. Understanding of all terms and conditions contained within this solicitation and that this solicitation, its terms and conditions, become the entire contract to which Macon County and contractor will be bound for this project, and shall override and supersede all other terms and conditions, regardless of form or delivery.
- C. That this offer is not a "sham" offer and is made without collusion.
- D. Acceptance of and agreement to fulfill the insurance & risk requirements set forth above.

\_\_\_\_\_  
Printed Name of Authorized Individual

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Individual

\_\_\_\_\_  
Date

**\*Attach proof of insurance and any certifications / licensures\***