



## CITY OF HAVELOCK

Post Office Box 368  
Havelock, NC 28532

### INVITATION TO BID

Pursuant to North Carolina General Statutes §143-131, the City of Havelock invites informal bids on the following:

Bids must be submitted in accordance with the attached specifications. Bids must include an itemized schedule (including quantity, unit price and total) for each work element. Bids can be submitted by mail, email, fax or hand delivered. Cover sheets, envelopes, etc. should be clearly marked with the words:

*“City of Havelock,  
2024 Flooring Replacement at the Tourist and Event Center”*

**Address Bids to:** **Kimberly Walters, Finance Director**  
**City of Havelock**  
**P.O. Box 368**  
**1 Governmental Ave.**  
**Havelock, NC 28532**  
**Fax: 252-447-0126**  
**Email: [Bids@havelocknc.us](mailto:Bids@havelocknc.us)**

Bids will be accepted until **11:00 AM (EST) on Tuesday, May 7, 2024** at which time they will be reviewed in the office of the City Finance Officer. Quotes are not subject to public inspection until the contract is awarded. The bids are good for 75 days after opening. The winning bidder will be issued a Notice To Proceed (NTP) along with a Purchase Order. The performance period is 60 calendar days from the NTP.

**Bidders are cautioned not to submit bids until the proposed requirements and specifications have been carefully examined. It will be considered that bidders will have satisfied themselves as to the accuracy of the specifications. No proposal will be considered unless prices are submitted for all items requested in any section. The City reserves the right to change the amount of quantities.**

**All bids submitted should be to the desired specifications. Any exceptions to the specifications will be evaluated based on the best interest of the City. Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**

The names of certain brands or makes denote quality standard in the article desired, but do not restrict bidders to the specific brand, make or manufacturer named. They are meant to convey to prospective bidders the general style, type, character and quality of the article desired.

The successful bidder on all construction contracts will be required to conduct the operation in accordance with all Federal, State, and Municipal health and safety rules, regulations and laws applicable to the operation. The successful bidder may be asked to provide the City with a copy of the company's safety plan prior to commencing work. For all projects over \$30,000, a general contractor's license must be furnished to the City if applicable.

Certificate to Transact Business in North Carolina: As a condition of contract award, each out-of-State Vendor that is a corporation, limited-liability company or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered as transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.

The City will not sell bid packages. Plans, specifications, and addenda may be viewed and obtained online at [www.havelocknc.us](http://www.havelocknc.us). Click on: “Bid on a Contract”; “Current Bids”. The Bidder’s List is maintained by Vendor Registry. Registration for the Bidder’s List is made online at [www.havelocknc.us](http://www.havelocknc.us). Click on: “Bid on a Contract”; “Vendor login/Registration”.

**N.C.G.S. (North Carolina General Statutes), specifically §160A-20.1(b), prohibit the City from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 or Chapter 64. The Contractor shall submit the E-Verify Affidavit, located in the Bid Proposal section, with their bid. Bids that do not include this Affidavit will be considered non-responsive.**

N.C.G.S 147-86.42-84 requires that contractors with a North Carolina Local Government must not utilize any subcontractor found on the State Treasurer’s Iran Divestment list or Companies Boycotting Israel list. The referenced lists can be found on the State Treasurer’s website at the address [www.nctreasurers.com](http://www.nctreasurers.com) and will be updated every 180 days.

The City of Havelock reserves the right to reject any or all proposals and to purchase items from the state contract in the efforts to award the contract to the bidder it deems to be for the best interest of the City.

MODIFICATION AND WITHDRAWAL OF BIDS. 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. A request to withdraw a bid may be made to the Owner within 72 hours after Bids are opened in accordance with NCGS § 143-129.1 Requests to withdraw a Bid will be subject to the requirements of NCGS §143-129.1 and in the sole discretion of the City of Havelock Finance Officer.

This institution is an equal opportunity provider, and employer.

**Contact person(s) for information on this bid:**

For questions in regards to the bid specifications, the City requires and only responds to questions submitted in writing and sent via email to: [Bids@havelocknc.us](mailto:Bids@havelocknc.us)

Questions must be received by **2:00 PM (EST) on Thursday, April 18, 2024**. If questions are received, the City will respond no later than **12:00 PM (EST) on Thursday, April 25, 2024**.

This is the 9th day of April 2024

Published: Vendor Registry April 9, 2024

CITY OF HAVELOCK

Kimberly Walters  
Finance Director



**STATE OF NORTH CAROLINA  
AFFIDAVIT  
CITY OF HAVELOCK**

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_ (the entity hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in the State and that employs 25 or more employees in this State. (mark Yes or No)
  - a. YES \_\_\_\_\_, or
  - b. NO \_\_\_\_\_
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project, Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature of Affiant: \_\_\_\_\_

Print or Type Name: \_\_\_\_\_

State of North Carolina County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary

## Bid Sheet

Base Bid: \_\_\_\_\_

NC Sales Tax: \_\_\_\_\_

Delivery Cost (if applicable): \_\_\_\_\_

Total Cost to City: \_\_\_\_\_

Bids must include an itemized schedule by quantity, unit price and total for each work element.

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

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

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

NC Contractor's License Type and Number: \_\_\_\_\_

Number of Addendums Acknowledged (circle one):    N/A    1    2    3    4

***As of the date listed below, the vendor or bidder listed above is compliant with N.C.G.S. 147-86.42-84, the Iran Divestment Act and the Companies Boycotting Israel Act.***

Authorized Signature: \_\_\_\_\_

Print Name of Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**Address Bid to:    Kimberly Walters, Finance Director**  
City of Havelock  
P.O. Drawer 368  
1 Governmental Avenue  
Havelock, NC 28532  
Bids@Havelocknc.us

**Please indicate the Bid name on the outside of the envelope.**

2024 Flooring Replacement at the Tourist and Event Center  
201 Tourist Center Drive  
Havelock, NC. 28532

**Objective:**

Remove and replace the flooring within the Main Hall area A & B at the Tourist and Event Center.

**Scope:**

The existing flooring within the Main Hall area A&B is glued tile. It is to be removed and replaced utilizing Glue Down LVT (Luxury Vinyl Tile), see section 3. All flooring installation and all associated work must be scheduled with a representative of the City of Havelock upon the issuance of a Notice of Award. The Glue Down LVT is to be a 2.5mm material with a 30-mil wear layer. The design of the Glue Down LVT shall be a Tile Look design. The square footage of all flooring to be replaced is a total of 7,608 square feet; dimensions of the flooring areas to be replaced are listed below, see section 1. The contractor will be responsible for obtaining a permit for the replacement of the flooring within the Tourist and Event Center. The 4.5" Rubberized Cove Base is also to be replaced; the footage of this base is 436 lineal feet. There are four sets of doors exiting the main hall into the hallway of the Tourist and Event Center, the transition from the new flooring to the existing hallway flooring is to be a smooth transition. There are three exit doors to the exterior of the Tourist and Event center from within the Main Hall, the door thresholds at these doorways are to be replaced, see section 2. There is a roll up door on the West End of the Main Hall, this door is 50 lineal feet and has a rubberized threshold; this threshold is to be replaced. All measurements are approximate, contractor to verify. The City of Havelock shall not be held responsible for omissions or errors in description.

**1. Dimensions of the flooring areas to be replaced:**

- a. Main Hall areas A & B
  1. 60'X122' / 7,320 square feet
- b. Doorway to the main hallway from the Main Hall
  1. 9'X 8' / 72 square feet each / total of four doorways for a total of 288 square feet

**2. Exit Door Thresholds**

- a. Threshold 1
  1. 4"X3'
- b. Threshold 2
  1. 6"X3'
- c. Threshold 3
  1. 20"X3'
  2. This threshold transitions from the interior floor elevation to the outside concrete pad elevation; currently the elevation of the exterior concrete pad is one inch lower than the inside elevation.

### **3. Flooring Removal and Installation**

- a. The City of Havelock will be responsible for the removal of all tables, chairs, and podiums from the areas to have the flooring removed and replaced.
- b. The contractor will be responsible for the removal and disposal of the existing glued tile floor and cove base.
- c. The Glued Down LVT shall be 2.5mm material with a 30mil wear layer and be a Tile Look Glued Down LVT.
- d. The Cove Base that is to be reinstalled will be a 4" Rubberized Cove Base.
- e. The contractor will be responsible for removal of all adhesive residue for installation of the new LVT flooring.
- f. The contractor shall be responsible for the removal of all loose debris and dirt before the installation of the glued down LVT.
- g. The contractor shall be responsible for troweling a patching product into any divots within the flooring substrate.
- h. The contractor will be responsible for supplying a representative of The City of Havelock the manufacturers installation instructions.
- i. The contractor will be responsible for following the manufacturers installation instructions for Glued Down LVT flooring installation.
- j. The contractor shall be responsible for making the transition from the existing floor in the hallway to the new floor within the Main Hall as smooth as possible. The City of Havelock discourages the use of a transition strip, unless there is no other reasonable manner of installation.
- k. The expansion gaps within the flooring shall not exceed 1 – 2mm and shall be covered by a suitable sealant.
- l. The contractor will be responsible for obtaining a permit for the replacement of the flooring within the Tourist and Event Center.
- m. The contractor shall be responsible for supplying color, style, and manufacturer options for the Glued Down LVT. Preferred manufacturers will be Chesapeake Pro Solutions, Kamdean Da Vinci Flooring, Johnsonite, or equivalent. The City of Havelock shall have the right to choose which of the options will be utilized for the Glued Down LVT.
- n. Upon issuance of a Notice of Award, the awarded contractor must schedule the flooring installation with a representative of the City of Havelock. Upon acceptance of the scheduling the City of Havelock will issue a Notice to Proceed.

### **4. Performance Period**

- a. It will be the contractor's responsibility to set a start date with a representative from the City of Havelock. Upon agreeance of a start date and scheduling, the Notice to Proceed will be issued.
- b. The performance period and scheduling will be listed on the Notice to Proceed.
- c. The contractor shall work diligently to complete the project from the arranged start date. Work hours shall be 8am to 5pm, Monday through Friday. No work shall be performed on City holidays or weekends. Work outside established work hours must be scheduled and accepted with the City, 48 hours in advance and is subject to approval.

- d. The contractor will be responsible for contacting a representative of the City of Havelock in the event that a project will be extended outside of the arranged performance period. Contact must be in the form of an email and acceptance of the extension of the performance period from a representative of the City of Havelock must also be in the form of an email.

**5. Access:**

- a. Access to project site is within existing City of Havelock right of way.

**6. Termination Clause:**

- a. Any agreement and issuance of purchase orders shall be terminated upon the expiration of (30) thirty days without work commencing. At the end of thirty days the City of Havelock will give written notice to the other party of its intention to terminate.
- b. Any intent to begin a project thirty (30) days or more after a purchase order has been issued must be submitted in writing and approved by a representative of the City of Havelock.

**7. Warranty:**

- a. Contractor will be held responsible for the materials and workmanship utilized within this project for a term of one year from the time that the equipment is put back into service.
- b. The City of Havelock will be responsible for the warranty of any materials that are supplied to the contractor by the City of Havelock during the course of this project.
- c. Disturbance of existing landscape features shall be held to a minimum and all disturbed areas returned to a condition equal or better when repair is complete. Care shall be taken so as not to damage existing features to remain such as roadways, curbs, driveways, sidewalks, etc. All features removed or damaged shall be replaced or repaired to existing condition or better. All demolished material shall become the property of the contractor and shall be removed from the work site and disposed of in accordance with all local, State, and Federal requirements. As-built documentation shall include a description of materials used and repair procedures completed at each site.

**General Provisions:**

- a. Contractor shall comply with all requirements of OSHA 1926.
- b. Work hours shall be 8am to 5pm, Monday through Friday. No work shall be performed on City holidays. Work outside established work hours must be scheduled with the City, 48 hours in advance and is subject to approval.
- c. Contractor will obtain all necessary permits. Permits required by City of Havelock are provided free of charge.
- d. Roadway repair is the responsibility of the contractor.

- e. Contractor shall control erosion and sediment release while this project is under construction.
- f. The contractor is to clean and remove all debris at the end of each work day.
- g. All underground utilities are to be 811 located, prior to work being started.
- h. Contractor is responsible for all damage to existing roads, driveways, drainage, or utilities that occur as a result of the construction project.
- i. Contractor is responsible for all damage to City property that occurs as a result of the construction of the project.
- j. Contractor shall provide safety measures during the entire length of the project.
- k. Contractor is responsible for the storage and safety of materials and equipment on jobsite.
- l. Submittals must be approved by the City of Havelock prior to any work starting.
- m. The performance period is 60 days from the date on the Notice to Proceed.

**Liquidated Damages:**

- a. The Contractor agrees to pay the owner \$300 per day in liquidated damages for each day beyond the period of performance.



*Figure 1: Image of the Main Hall*



*Figure 2: Existing flooring in the Main Hall*



*Figure 3: Doorway from the Main Hall into the Hallway*



*Figure 4: Image of the Roll up Door*

