



CITY OF HAVELOCK

Post Office Box 368
Havelock, NC 28532

INVITATION TO BID

Pursuant to North Carolina General Statutes §143-129 the City of Havelock invites formal bids on the following:

Bids must be submitted in accordance with the attached specifications and must include an itemized schedule of quantity, unit price and total. Bids must be sealed and clearly marked on the outside of the envelope:

*“City of Havelock
Southern Terrace Vegetative Debris and Sediment Removal”*

Address Bids to: Lee Tillman, Director of Finance
City of Havelock
P.O. Box 368
1 Governmental Ave.
Havelock, NC 28532
Email: Bids@havelocknc.us

Bids will be accepted until **11:00 a.m. (EST) on Friday, August 26, 2022** at which time they will be reviewed in the office of the City Finance Director.

Bids on contracts for construction or repair work in the formal bidding range must be accompanied by a bid bond or deposit in the amount of not less than 5 percent of the bid. Bid bonds shall be enclosed in a separate envelope and attached to the outside of the sealed bid package. This security is held by the City of Havelock to guarantee that the successful bidder will execute the contract and provide performance and payment bonds if required. If a bidder backs out of his or her bid or refuses to enter into a contract, the City of Havelock may retain the bid deposit or seek payment under the bid bond. Bids will be considered incomplete if not accompanied by a bid bond or deposit. 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 120 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. 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. 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 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. Questions must be received by **12:00 PM (EST) on Tuesday, August 9, 2022 and will be answered by 2:00 PM (EST) on Friday August 12, 2022.**

Today is the 26th day of July 2022.

Published: Vendor Registry July 26, 2022

CITY OF HAVELOCK

Lee W. Tillman
Director of Finance



**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 _____
 - 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

My Commission Expires: _____

Bid Sheet

Area 1: _____

Area 2: _____

Area 3: _____

Area 4: _____

Area 5: _____

Area 6: _____

Area 7: _____

Area 8: _____

Area 9: _____

Area 10: _____

Area 11: _____

Area 12: _____

Area 13: _____

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.

It is the City's intention to award this bid to one contractor as single project with multiple areas; however, the City reserves the right to adjust the scope of work and award a reduced list of areas.

Funding for this project is a grant from the State of North Carolina.

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: Lee Tillman, Director of Finance
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.

Scope of Work

Southern Terrace Vegetative Debris and Sediment Removal

In an effort to improve drainage within the Southern Terrace area, scheduled system maintenance is required. Maintenance must include regrading, digging, dredging, excavating, mowing and grubbing of obstructions, removal of vegetative growth, sedimentation and debris including, but not limited to: removal of grass, brush, shrubs, dirt, trees, loose debris and other encumbrances. Ground level should be established at the invert level of all existing drainage pipes. All work will be performed within the existing right-of-way or drainage easements. Dirt and debris shall be removed from all City owned drainage pipes and culverts. Dirt and debris will not be removed from residential pipes and culverts. Maximum care shall be taken while excavating to avoid any damages to natural flows, erosion of disturbed areas and off-site sedimentation is to be absolutely minimized. Funding for this project is a grant from the State of North Carolina

Work for the project shall consist of the following, including, but not limited to:

1. STAGING

- A. Establish staging area for new materials and stockpiling of excavated soil and removed materials.

2. TRAFFIC CONTROL

- A. Set up traffic barriers, signage and safety fencing.
- B. If necessary, contractor shall submit a Traffic Control Plan for any operations affecting traffic including but not limited to lane closures. City must approve the traffic plan prior to implementation, particularly 24-hour notice prior to any lane closure.
- C. Access to residences for local traffic shall be maintained throughout contract.

3. DITCH VEGETATIVE/SEDIMENT REMOVAL

- A. Contractor is responsible to notify 811 to locate utilities prior to starting work.
- B. Contractor is responsible for the design and protection of all excavation.
- C. Remove all construction debris and unusable soil from site and dispose of in accordance with state and local ordinances.
- D. Contractor to produce a uniform "V" ditch with 3:1 slope.
- E. Contractor to determine optimum elevations, grades, and slopes for each work segment.

4. PIPE CLEANING

- A. Contractor shall be responsible for cleaning out City owned pipes within project areas. Residential pipes will not be cleaned.

5. EROSION CONTROL AND RESTORATION

- A. The Contractor shall be responsible for the installation and maintenance of all erosion and sediment control, including dewatering measures as required, in accordance with the NC Erosion and Sediment Control Manual.
- B. Construction activities shall be completed in such a manner that erosion of disturbed areas and off-site sedimentation is absolutely minimized.

- C. All disturbed areas shall be restored as soon as construction is complete. Seed type shall match existing grass in maintained areas. Follow the NC Erosion and Sediment Control Manual for seeding type.
- D. A combination of seeding and/or rolled erosion control matting shall be used to stabilize all disturbed slopes.

General Provisions:

1. Contractor shall comply with all requirements of OSHA 1926.
2. Period of Performance is one hundred and twenty (120) days from date of award.
3. Contractor will obtain all necessary permits.
4. Roadway repair is the responsibility of the contractor.
5. All necessary efforts shall be made to control erosion and sediment release related to project.
6. Prior to work being started, place call to 811 to located all underground utilities.
7. All elevations to be confirmed by contractor prior to construction.
8. Contractor is responsible for all damage to existing roads, driveways, drainage, or utilities that occur as a result of the construction of the project.
9. Contractor is responsible for the storage and safety of all materials and equipment on jobsite.
10. The Contractor is to clean and remove all debris at the end of each work day. Debris to be disposed of in accordance with local and State ordinances. City shall be advised of hazardous materials removal and disposal prior to commencement of that work.
11. Work hours shall be 7 am to 5 pm, 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 subjected to approval.

Liquidated Damages:

If the Contractor fails to perform the work within the specified time set forth as described above, the Owner and Contractor agree that as liquidated damages, and not as penalty, for delay in performance the Contractor shall pay the Owner in the amount of \$300 for each and every calendar day that expires after one hundred and twenty (120) calendar days where the work is not complete and ready for Final Payment.

A map of the area is attached for planning purposes. Photos and drawings are for reference only. Site visits are highly recommended. It is the City's intention to award this bid to one contractor as single project with multiple areas; however, the City reserves the right to adjust the scope of work and award a reduced list of areas.

Locations

Locations are provided for reference only. Contractor shall be responsible for determining lengths of all segments.

Area 1: Ashwood Ct. front right of way ditches (east and west side)

Area 2: Beachwood Dr. front right of way ditches (east and west side)

Area 3: Cottonwood Ct. front right of way ditches (east and west side)

Area 4: Between Cottonwood Ct. and Darkwood Dr. rear easement ditches (east and west side)

Area 5: Darkwood Dr. front right of way ditches (east side)

Area 6: Ironwood Dr. front right of way ditches (east side)

Area 7: Fir Trl. Front right of way ditches (east side)

Area 8: Between Locust Ct and Litewood Ct. rear easement ditch (east side)

Area 9: Between Litewood Ct. and Wormwood Branch Ct. rear easement ditch (east side)

Area 10: Between Wormwood Branch Ct. and Shellbark Ct. rear easement ditch (east side)

Area 11: Between Shellbark Ct. and Scotch Pine Ct. rear easement ditch (east side)

Area 12: Between Scotch Pine Ct. and Mesquite Ct. rear easement ditch (east side)

Area 13: Main ditches along Rice Ln. full length (east and west side)

City of Havelock, NC Southern Terrace Vegetative Debris & Sediment Removal



Legend

- Vegetative and Sediment Removal
- Roads
- Havelock City Limits



Area 10 (for reference of typical conditions)



Area 12 (for reference of typical conditions)