



## 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, Exterior Water Proofing for the East End Police Department  
2 Governmental Ave. Havelock, NC. 28532”*

**Address Bids to:**     **Kimberly Walters, Interim Finance Officer**  
                              **City of Havelock**  
                              **P.O. Box 368**  
                              **1 Governmental Ave.**  
                              **Havelock, NC 28532**  
                              **Fax: 252-447-0126**  
                              **Email: Bids@havelocknc.us**

Bids will be accepted until **2:00 PM (EST) on Thursday, January 18, 2024** at which time they will be reviewed in the office of the City Finance Director. 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 90 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 Friday, January 5, 2024**. If questions are received, the City will respond no later than **12:00 PM (EST) on Wednesday, January 10, 2024**.

This is the 21st day of December 2023

Published: Vendor Registry December 21, 2023

CITY OF HAVELOCK

Kimberly Walters  
Interim Finance Officer



**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, Interim Finance Officer**  
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.**

**Objective:**

Waterproofing the brick veneer on the East End Police Department Building.

**Scope:**

Currently the style of veneer on the exterior of the East End Police Department building is a brick veneer. The exterior of the East End Police Department is approximately two hundred and fifty lineal feet and the flower bed around the building is approximately one hundred and seventy lineal feet, the building is approximately 15.5 feet tall from the base of the foundation to the top of the veneer. The veneer is to be cleaned using the code of practice BS 8221-1:2012, without the use of any soaps or chemicals. Upon the completion of cleaning, the building veneer is to be given sufficient time to dry before any waterproofing of the building is to commence. The City of Havelock highly encourages a site visit prior to submitting a bid, although not a requirement. Site visits to this location must be escorted, contact bids@havelocknc.us to schedule a site visit.

**1. Brick Veneer:**

- a) The Brick veneer on the East End Police Department is surrounded by a flower bed that is filled with a sandy soil and wooden mulch. The sandy soil and wooden mulch are to be removed eighteen inches away from the building down to the concrete foundation and placed to the side for reuse.
- b) Power wash the existing masonry below grade and apply a urethane coating membrane on exposed slab edge and up three courses of brick veneer above grade.
- c) Any cracks and voids within the brick veneer is to be repaired using a silicone sealant for masonry joint control.
- d) There are a total of ten windows and four doors, see section 2 for locations and sizes. All widows and door jams are to be caulked using a polyurethane elastomeric sealant such as or equivalent to Tremco Silicone sealant. The application of the caulking agent will be completed on the exterior of the building only, the existing caulk on the exterior of the building must be removed before the new caulking agent is applied.
- e) The brick veneer is to have a translucent masonry water proofing material applied such as or equivalent to Prosoco Blok-Guard and Graffiti control.
- f) During application the contractor shall follow material PDS for application and curing instruction.
- g) During the application of the masonry water proofing material the contractor shall protect all fascia, trim, plants, and windows from overspray. Once the masonry water proofing material has dried the mulch is to be placed back into the flower beds.
- h) Upon completion of the application of all materials the mulch and soil for the flower bed shall be returned to its original or better condition.
- i) The contactor will be responsible for supplying current Material PDS for all selected material.

**2. Location of the Doors and Windows and the sizes of each:****North Side**

- a) One door frame / 104”X106”
- b) Three windows / 40”X96 – 144”X40” – 80”X63

**South Side**

- a) One door frame / 41”X83”
- b) Four windows / 56”X148” – 56”X136” – 96”X32” – 56”X64”

**East Side**

- a) One door frame / 76”X104”

**West Side**

- a) One door frame / 68”X106”
- b) Three windows / 60”X88” – 32”X128” – 40”X208”

**3. Erosion and Sediment Control and Restoration:**

- a) The contractor shall be responsible for the installation and maintenance of all erosion and sediment control in accordance with the NC DEQ 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 or sod type shall match existing grass in maintained areas. Follow the NC DEQ Erosion and Sediment Control Manual for type or as directed by City of Havelock representative.

**4. Performance Period:**

- a) It will be the contractor’s responsibility to set a start date with a representative from the City of Havelock to begin a project within 30 days of the issuance of the notice proceed.
- b) The performance period is 90 days from the issuance of a 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. Work outside established work hours must be scheduled 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. Termination Clause:**

- a) Any agreement and issuance of purchase orders shall be terminated upon the expiration of ninety (90) 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 ninety (90) 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.

**6. Warranty:**

- a) Contractor will be held responsible for the materials and workmanship utilized within this project for a term of one year from the completion of the project.

- 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) The City of Havelock shall not be held responsible for omissions or errors in description. 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.

**7. 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 90 days from the Notice to Proceed.

**8. 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: North Side / Front of Building**





*Figure 2: West Side of Building*



*Figure 3: East Side of Building*



*Figure 4: South Side of Building*

