



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,
Water leak at 326-A E. Main St Havelock, NC. 28532”*

Address Bids to: **Kimberly Walters, Interim Deputy 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 Monday, August 14, 2023** 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 30 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 **2:00 PM (EST) on Thursday, August 3, 2023**. If questions are received, the City will respond no later than **12:00 PM (EST) on Tuesday, August 8, 2023**.

A pre-bid meeting will be held on Monday, July 31, 2023 at 11:00AM at the site: 326-A E. Main St. Havelock, NC. 28532. The meeting will be held to discuss the Project and answer pertinent questions. Representatives of the City will be available to answer questions. The pre-bid meeting is not mandatory.

This is the 27th day of July 2023
Published: Vendor Registry July 27, 2023

CITY OF HAVELOCK

Kimberly Walters
Interim Deputy 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 Deputy 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.

2023 Water Leak Repair at 326-A E. Main St. Havelock, NC. 28532

Objective:

Replace a leaking water tap with a Smith Blair 360 Repair Coupling or equivalent and install a new water tap at 326-A E. Main St. Havelock, NC. 28532.

Scope:

The existing water service at 326-A E. Main St. is a 1.5" service coming from a 10" AC water main. The 1.5" service tap has become dislodged and is currently leaking at the 10" AC water main. The 10" service tap is approximately 6.5' deep and will require a trench box to access the main water line to replace the first 1.5" water tap with a Smith Blair 360 Repair Coupling, or equivalent, install a new 1.5" water tap and connect to the meter.

To be able to make the needed repair to this water line service one lane of traffic within the East bound side of E. Main St. will have to be closed. The contractor will be responsible for coordinating any needed lane closure with the DOT and scheduling with the City of Havelock to allow appropriate notices to be given to residences. The contractor will also be responsible for any locating services that are needed before the project is to begin.

The preferable method of repair is a live line repair. The contractor will be responsible for dewatering and any water control during the course of this project. A Smith Blair 360 Repair Coupling, or equivalent, will be placed around the 10" AC water main, the 1.5" water tap will be removed. At this point the Smith Blair 360 Repair Coupling, or equivalent, will be slid into place and tightened down to stop the water leak. Once the leaking tap has been isolated, a new 1.5" tap will be installed with a corporation stop at the tap and reconnected to the meter utilizing approximately 15' of 1.5" PVC pipe with a 1.5" valve installed in front of the meter. The contractor will be responsible for returning any demolished or damaged concrete sidewalks, driveway aprons, or asphalt to an as was condition before the project is to be considered complete. Contractor to verify.

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.

1. Excavation and Shoring:

- a. Contractor is responsible for the design and protection of all excavation and shoring. Standard shoring practices including trench boxes, can be used and certified/stamped by manufacturer. If required, shoring shall be designed and sealed by a professional engineer registered in the State of North Carolina, as required by OSHA, CFR1926.
- b. Contractor shall notify NC 811 for utility locations prior to any excavations.

- c. In no case shall excavations exceed that which cannot be backfilled by the end of the work day.

2. Backfill and Compaction:

- a. All excavations shall be backfilled with select fill material if excavated material is unsuitable. Contractor shall be responsible for removal and disposal of all excavation material and construction debris.
- b. Compaction in embankment shall be to 95% standard proctor.
- c. Compaction in roadways, driveways, and sidewalks shall be to 98% standard proctor.

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. Traffic Control

- a. 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.
- b. Access to residences for local traffic shall be maintained throughout contract. Contractor shall provide a minimum of 24-hour notice to City of Havelock for any road closure.

5. Pavement Restoration

- a. Replacement of asphalt roadway and/or concrete driveways/sidewalks are the responsibility of the contractor and shall be returned to original condition before end of project.
- b. If pavement cuts are 24 inches or less from the edge of pavement, then the asphalt must be removed and replaced to the edge of pavement.

- c. Striping: Replace any asphalt striping to an as was condition or better before the end of the project, conforming to DOT standards.

6. Access:

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

7. 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 (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.

8. 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.

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 30 days from the Notice to Proceed.

Liquidated Damages:

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

Figure 1: Work Area



Figure 2: Ariel Map of Location

