



## 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, 2023 Sewer Main Repair at  
115 Bryan 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**

Bids will be accepted until **11:00 a.m. (EST) on Tuesday, August 29, 2023** at which time they will be reviewed in the Finance Office.

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 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](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 **12:00 PM (EST) on Tuesday, August 22, 2023 and will be answered by 2:00 PM (EST) on Thursday August 24, 2023.**

Today is the 16<sup>th</sup> day of August 2023.  
Published: Vendor Registry August 16, 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 \_\_\_\_\_
  - 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

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

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

## **2023 Sewer Main Repair at 115 Bryan St, Havelock NC 28532**

### **Objective:**

Replacement of approximately 335' of eight-inch Terracotta Sewer Main Line on Bryan St. between P-62 and P-63 Manholes on Bryan St.

### **Scope:**

The existing sewer main line between P-62 and P-63 manholes is an 8" Terracotta Piping and is 7.5' deep, the distance between the two manholes is approximately 335'. The Terracotta piping has become blocked in two locations due to root intrusion approximately 179' to 199' from Manhole P-62. Due to the depth of the piping, a trench box must be utilized during this project, per OSHA regulations. Contractor to verify.

Replace the 8" Terracotta piping from Manhole to Manhole for an approximate lineal footage of 335' utilizing 8" SDR 35 Gravity Sewer Pipe. The laterals within the approximate 335' section of Terracotta piping from service connections must be replaced and tied back into the residential Terracotta service lines. Sewer main may only be replaced one to two sections at a time and must be coordinated with a representative from the City of Havelock during each lateral replacement. Residential sewer service must be restored each day at 5:00pm and may be once again disrupted at 9:00am. A timeline for project duration must accompany the bid.

Interruptions to residential sewer services can only be between the hours of 9:00am to 5:00pm, residential sewer services must be restored daily between any other hours.

Any and all driveways that are damaged during the course of this project must be repaired to an as before condition.

All bypass pumping, dewatering, and locating services will be the responsibility of the contractor. 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. Gravity Sewer Materials:**

- a. PVC SDR35 Gravity Sewer Pipe

Pipe shall conform to all requirements of AWWA and shall be capable of withstanding the overburden pressures determined by the depth of burial in the field.

- b. Non-pressure-type Pipe Couplings

Couplings for joining new PVC pipe to existing pipe shall be solid sleeve type suitable for all types of pipe. When applicable, material shall be ductile iron with gaskets suitable for sewer service. Coupling shall be Maxadaptor coupling or equal, per AWWA C605.

- c. Solid Wall Plastic Pipe Cutting

Cutting of pipe lengths shall be performed using tools and or equipment that will provide a neat, perpendicular cut without causing damage to the plastic. All burrs shall be removed using a file, knife or abrasive paper. Ends on the cut pipe shall be beveled to prevent gasket damage.

## **2. Dewatering:**

- a. The contractor shall dewater as required for completion of work. Excavation shall be kept free of water at all times during pipe removal, pipe replacement, and backfill operation.
- b. All dewatering shall flow through a sediment filter bag. Sediment filter bags shall be of Polypropylene non-woven geotextile fabric with a sewn-in sleeve of sufficient size to accept a 4-inch diameter discharge hose. The discharge hose shall be extended into the sleeve a minimum of six (6) inches and be tightly secured with a hose clamp or other suitable device to prevent leakage. Contractor shall size sediment filter bags as necessary to dewater excavations. Effluent to be directed to adjacent storm water conveyance areas and Contractor shall remove any accumulation of sediment from such areas following dewatering operations.

## **3. 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.

## **4. 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.

## **5. Pipe and Manhole Bedding:**

- a. Pipe bedding shall consist of an eight-inch (8") depth of # 57 stone under pipe and #57 or ABC stone to top of pipe (*Figure 5*).

## **6. 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.

#### **7. Bypass Pumping:**

- a. Sewage bypass pumping shall be required for completion of repairs. If required, contractor shall design and furnish all material, labor, equipment, power, fuel, fuel storage, maintenance, etc. to implement a temporary bypass arrangement for the purpose of diverting flow around the work area on a daily basis for the duration of the repair. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction. Contractor shall be held liable for any and all fines imposed by local, State, and/or Federal agencies for failure to maintain flows or contain spills and/or overflows. Bypass to be run from existing manhole P-64 downstream to P-74, for a total bypass of approximately 945', both located on Bryan St. Plugs will be installed at 9:00am within the West side of P-63 and the East side of P-62 to disrupt service and removed at 5:00pm to restore residential service. (See Figure 4)
- b. The awarded contractor can consult with City staff concerning an alternative sequence of bypassing during the course of section replacements.

#### **8. 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.

#### **9. Pavement Restoration (as required)**

- 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. The maximum width of pavement replacement for the installation of new sewer main and point repairs shall be 10 feet. The maximum width of pavement replacement for the replacement of service laterals is 5 feet. 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.

#### **10. Payment and Performance Bonds**

- a. The successful bidder, within 14 calendar days after the notice of award is received by him, shall provide the City with a payment bond and a performance bond each in an amount equal to 100 percent of the amount of the contract. All bonds shall be in conformance with G.S. 44A-33. The corporate surety furnishing the bonds shall be authorized to do business in the state.

**11. Access:**

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

**12. 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.

**13. 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: West end Work area.*





*Figure 2. East End Work area.*





Figure 3. Aerial View.



Figure 4. Bypass Pumping

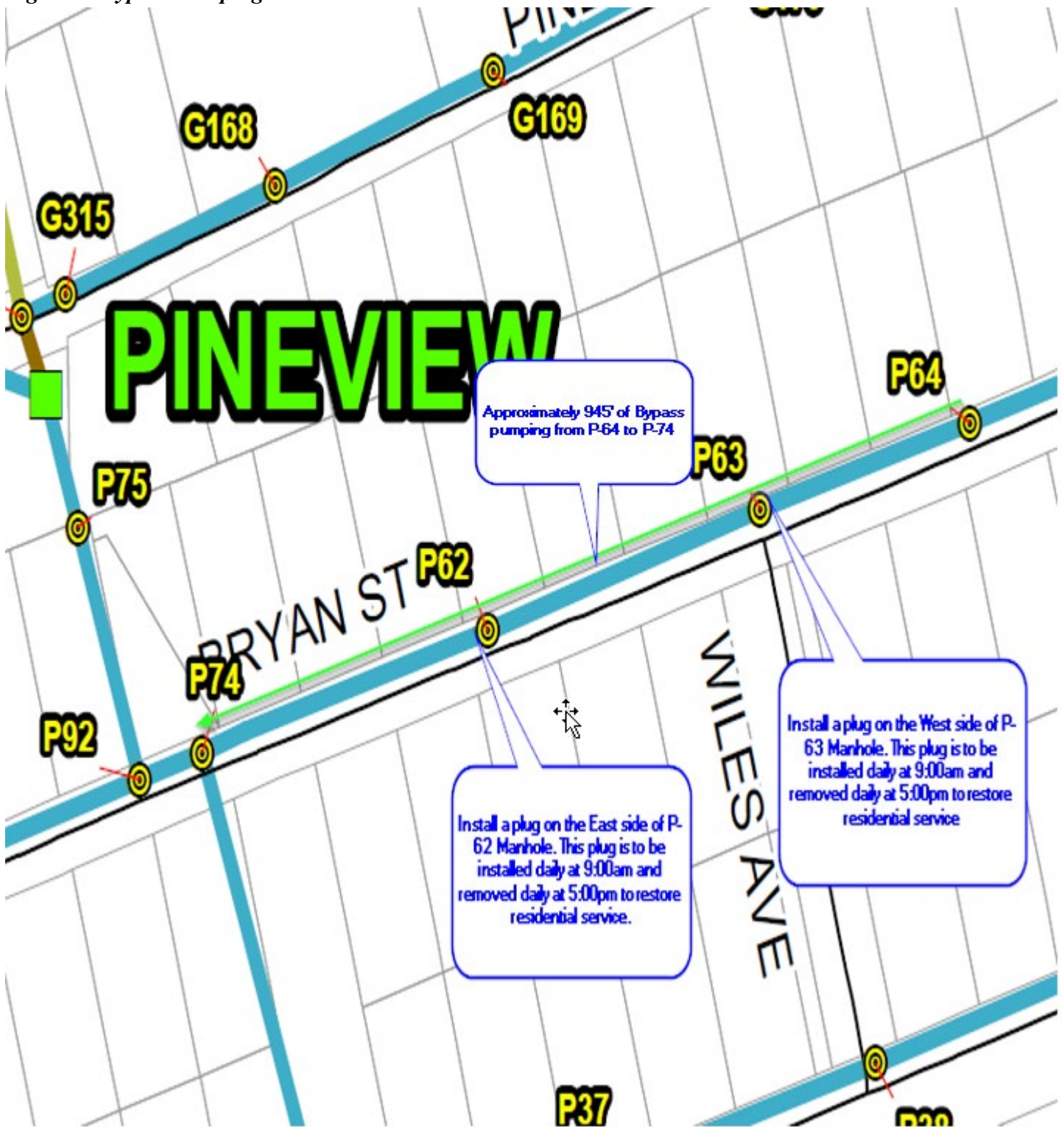
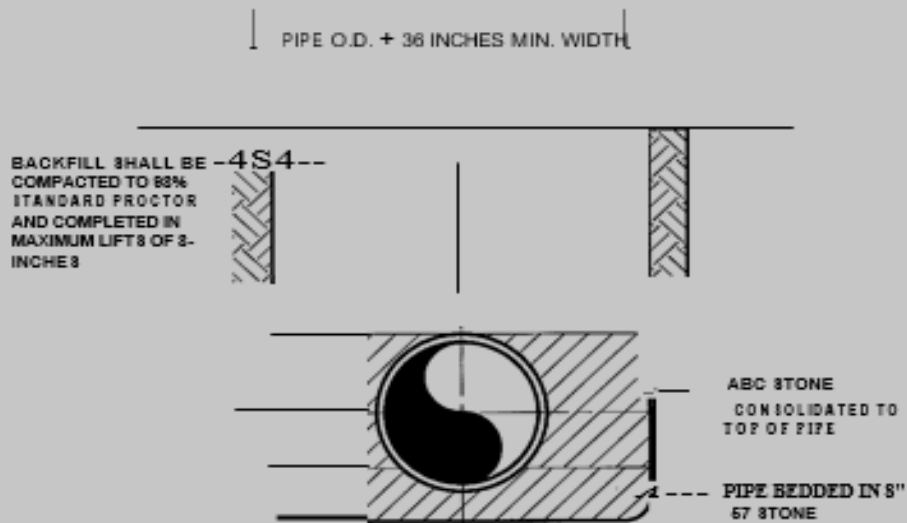
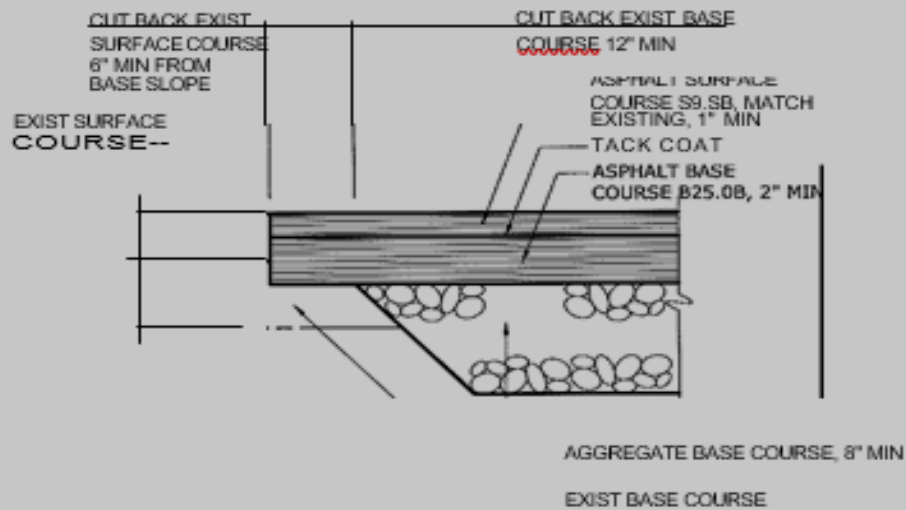


Figure 5: Pipe Bedding and Pavement Cross Section, Typical.



BEDDING - TYPE C

0222103R



TYPICAL PAVEMENT JUNCTION

“City of Havelock, 2023 Sewer Main Repair at

115 Bryan St, Havelock NC 28532”

Addendum 1

July 21, 2023

Pre-Bid Meeting Questions

Attendance

- TA Loving
- Precision Piping

Questions:

1. When replacing the Terracotta lateral service lines, how far beyond the lateral into the customer service needs to be replaced?

A. Eighteen to Twenty-four inches into the service line beyond the lateral.

2. How much time needs to be provided before any road closure, one lane or full road closure?

A. 48 hours needs to be provided before any road closure to allow The City of Havelock to give notice to residences.

3. Will any RCP drainage pipes within residential driveways need to be replaced?

A. Yes. RCP Drainage pipes will interfere with the excavation and trench box installation, any drainage pipes that are damaged must be replaced with new RCP Drainage Piping.

4. Will excavated areas require seeding after refilled or will sod be required?

A. Any area of disturbance to the existing grass must be seeded and straw placed on top.

5. As asphalt is damaged during the course of this project, will the contractor be responsible for replacement of the asphalt to the center of the road or only the area of disturbance?

A. Any asphalt that is damaged during the course of this job must be repaired. Saw cut straight and repaired within the area of disturbance, not to the center of the road unless damaged to the center of the road.