



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,
2023 Parks and Recreation Drainage Improvements”*

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 Wednesday, November 29, 2023** at which time they will be reviewed in the City Finance office. 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. 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 Monday, November 13, 2023**. If questions are received, the City will respond no later than **12:00 PM (EST) on Friday, November 17, 2023**.

This is the 19th day of October 2023

Published: Vendor Registry October 19, 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

Line Item 1: _____

Line Item 2: _____

Line Item 3: _____

NC Sales Tax: _____

Delivery Cost (if applicable): _____

Total Cost to City: _____

The City of Havelock will reserve the right to accept any, all, or none of the portions of work listed. The City of Havelock highly encourages a site visit before submitting a bid, although not a requirement.

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 Parks and Recreation Drainage Improvements 1 Recreation Dr. Havelock NC. 28532

Objective:

Drainage improvements which will divert rain and storm water away from the building within the Parks and Recreation facility.

Scope:

The building at the facility of Parks and Recreation is a 12,891 square foot building. The total lineal footage of this building is 497 lineal feet, see figure 4. The City of Havelock is requiring that the quotes for the three portions of work within this scope of work to be listed individually by line item. The three portions of work listed are below.

- Installation of a French Drain.
- Installation of a PVC drainage system.
- Sloping the drainage ditch and installation of new drainage piping.

The City of Havelock will reserve the right to accept any, all, or none of the portions of work listed. The City of Havelock highly encourages a site visit before submitting a bid, although not a requirement.

Line Item # 1 Installation of a French Drain

The French drain to be installed will encompass the entire perimeter of the parks and recreation building, with the exception of the concrete surrounding the front entrance of the building, the total lineal footage of the French Drain will be approximately 580 lineal feet, see figure 3. The French drain will be twelve inches wide by eighteen inches deep. Heavy duty Geo Textile fabric will be utilized to line the trench and cover the top of the installed stone. A six-inch perforated French drain pipe will be utilized with a bedding of two inches of 57 stone. Once the six-inch perforated French drain pipe is installed, 57 stone will completely surround the pipe and cover by eight inches leaving two inches for top soil, which is to be seeded upon completion of installation of the French drain, see figure 6. All material needed for the installation of the French drain is to be supplied by the contractor.

The French drain will maintain six feet from the building on the North, West, and South sides. The French drain will be diagonal on the East side beginning on the North East Corner at a distance of twelve feet and ending on the South East Corner at a distance of twenty-five feet from the building. The drainage grade for the French Drain shall be no less than 0.1% drainage. There will be a total of three areas in this French Drain where the 1% grade will begin, see figure 3. Providing that both systems (French Drain and the PVC Drainage system) are chosen, where the PVC Drainage system impacts the French drain, the PVC is to run thru the French Drain. There is a mulch bed within the North side of the building; this mulch bed shall be removed for the installation of the French Drain and replaced to an as was or better condition before the completion of the project. All measurements are approximate and contractor to verify. 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. The City of Havelock shall not be held responsible for omissions or errors in description. Within the contractors bid, the cost for the installation of a French drain shall be line item #1.

Line item # 2 Installation of a PVC Drainage System

The PVC drainage system that is to be installed will be a PVC system. The system will begin by adapters from the gutter downspouts transitioning to a four-inch PVC line which will extend to an eight-inch PVC trunk line that will terminate in the drainage ditch. The total lineal footage of eight-inch PVC truck pipe will be approximately 425 lineal feet. The total lineal footage of the four-inch PVC pipe will be approximately 229 lineal feet, see figure 1.

Three of the four sides of the building have gutter downspouts. The East side of the building has four downspouts that will connect from the downspout adapter to a four-inch drain line and into an eight-inch trunk line terminating into the South side truck line which will run along the South side of the building. The South side has five down spouts that will connect from the downspout adapter to a four-inch drain line and into an eight-inch trunk line terminating into the drainage ditch. The West side of the building has four downspouts that will connect from the downspout adapter to a four-inch drain line and into an eight-inch trunk line terminating into the drainage ditch, see figure 1. All PVC drainage material is to be supplied by the contractor and is to be a schedule 40 PVC. All measurements are approximate and contractor to verify. 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. The City of Havelock shall not be held responsible for omissions or errors in description. Within the contractors bid, the cost for the installation of the PVC drainage system shall be line item #2.

Line Item # 3 Sloping the Drainage Ditch and Installation of New Drainage Piping

There are three drainage pipes running along the West side of the building within the drainage ditch, see figure 2. These drainage pipes are to be replaced with twelve-inch Plastic Reinforced Double Wall Pipe. The NCDOT specification to be utilized for the Corrugated Polyethylene Culvert Pipe shall be AASHTO M 294 for Type S or Type D and has been evaluated by NTPEP. The first of the drainage pipes that are to be replaced within this ditch are two four-inch PVC pipes, twelve-foot-long and underneath a concrete sidewalk. It will be necessary to remove twelve feet of the concrete sidewalk. The contractor shall supply no access signage during the timeframe that the sidewalk is closed. This sidewalk shall be replaced by the contractor, see section 7. These drainage pipes are to be removed and replaced by one twelve-inch diameter twelve feet long Corrugated Polyethylene Culvert Pipe.

The second drainage pipe is a twelve-inch RCP drainage pipe which is thirty feet long and runs underneath an asphalt driveway. The excavation of the driveway shall be coordinated with the City of Havelock as to allow the City of Havelock to schedule alternate means of accessing the back-parking lot and maintenance buildings. The contractor shall supply road closed signage during the excavation within the asphalt roadway. This asphalt driveway shall be repaired by the contractor, see section 6. This drainage pipe is to be replaced with a twelve-inch diameter, thirty feet long Corrugated Polyethylene Culvert Pipe.

The third is a fifteen-foot-long, ten-inch diameter PVC Pipe which is running underneath a gravel walking path. The contractor shall supply no access signage during the timeframe that the walking path is closed. This gravel walking path is to be repaired to its current or better condition, see section 8. This drainage pipe is to be replaced with a twelve-inch diameter, fifteen-foot-long Corrugated Polyethylene Culvert Pipe.

All Corrugated Polyethylene Culvert Pipe to be supplied by the contractor. To ensure proper drainage the entire ditch will be sloped at a 0.3% grade for the entirety of the three hundred and twenty-five feet of drainage ditch. The highest elevation of the ditch shall be fifty-six feet to the South side of the concrete sidewalk and shall begin the 0.3% grade at that point. The contractor shall be responsible for the removal of all excavated spoils and at no time shall any spoils be utilized for backfill or compaction of any kind within this or any other area. All measurements are approximate and contractor to verify. 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. The City of Havelock shall not be held responsible for omissions or errors in description. Within the contractors bid, the drainage ditch and installation of new drainage piping shall be line item #3.

1. Corrugated Polyethylene Culvert Pipe

- a. All Corrugated Polyethylene Culvert Piping shall be twelve inch in diameter.
- b. All Corrugated Polyethylene Culvert Piping shall meet NCDOT standard AASHTO M 294 for Type S or Type D.

2. 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.

3. Backfill and Compaction:

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

4. Pipe Bedding:

- a. Pipe bedding for the PVC drainage excavations shall consist of two-inch (2") depth of # 57 stone under pipe and #57 stone to top of pipe (Figure 4). ABC stone can be utilized from the top of the pipe to within one and a half inches of top elevation. Top soil shall be the final inch and a half and shall be seeded.
- b. Bedding for the French Drain excavations shall consist of two-inch (2") depth of # 57 stone under pipe and #57 stone to within two inches of the top elevation, see figure 5. Top soil shall be the final two inches and shall be seeded.

5. 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.

6. 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. It will be the responsibility of the contractor to supply signage to close the road during excavation and until the roadway is reopen.
- c. It will be the responsibility of the contractor to schedule road closure with the City of Havelock to allow scheduling for access to the back parking lot and maintenance buildings.
- d. Substrate of ABC stone shall be compacted to 98% standard proctor to one and a half inches below the elevation of the existing asphalt.
- e. Asphalt tack coat shall be utilized around the edges of the utility cut in accordance with the NCDOT Standard Specifications for Roads and Structures.
- f. The asphalt surface course shall be S9.5B at one and a half inches thick per NCDOT Specifications for Roads and Structures.
- g. The Contractor shall be responsible for the removal of all excavated spoils.

7. Concrete Sidewalk Restoration

- a. Contractor shall be responsible for any damage to either sidewalks or driveways and must be returned to an as was condition before the end of the project.
- b. It will be the responsibility of the contractor to supply no access signage.
- c. Concrete sidewalks will be a concrete mix of 3000 pound concrete with no reinforcing wire, fiber mesh or footings.
- d. The Contractor shall be responsible for the removal of all excavated spoils.

8. Walking Path Restoration

- a. Contractor shall be responsible for restoration to the walking path and must be returned to an as was or better condition before the end of the project.
- b. It will be the responsibility of the contractor to supply no access signage.
- c. Substrate of ABC stone shall be completed to 98% standard proctor to one and a half inches below the elevation of the existing walkway.
- d. 57 Stone shall be utilized as a surface treatment for the walking path at a depth of one and a half inches.
- e. The Contractor shall be responsible for the removal of all excavated spoils.

9. Performance Period

- a. The performance period is 60 days from the listed date on the Notice to Proceed.
- b. 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 the 30 days from the date of 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. 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.

10. Access:

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

11. 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.

12. 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 60 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: PVC Drainage Piping.

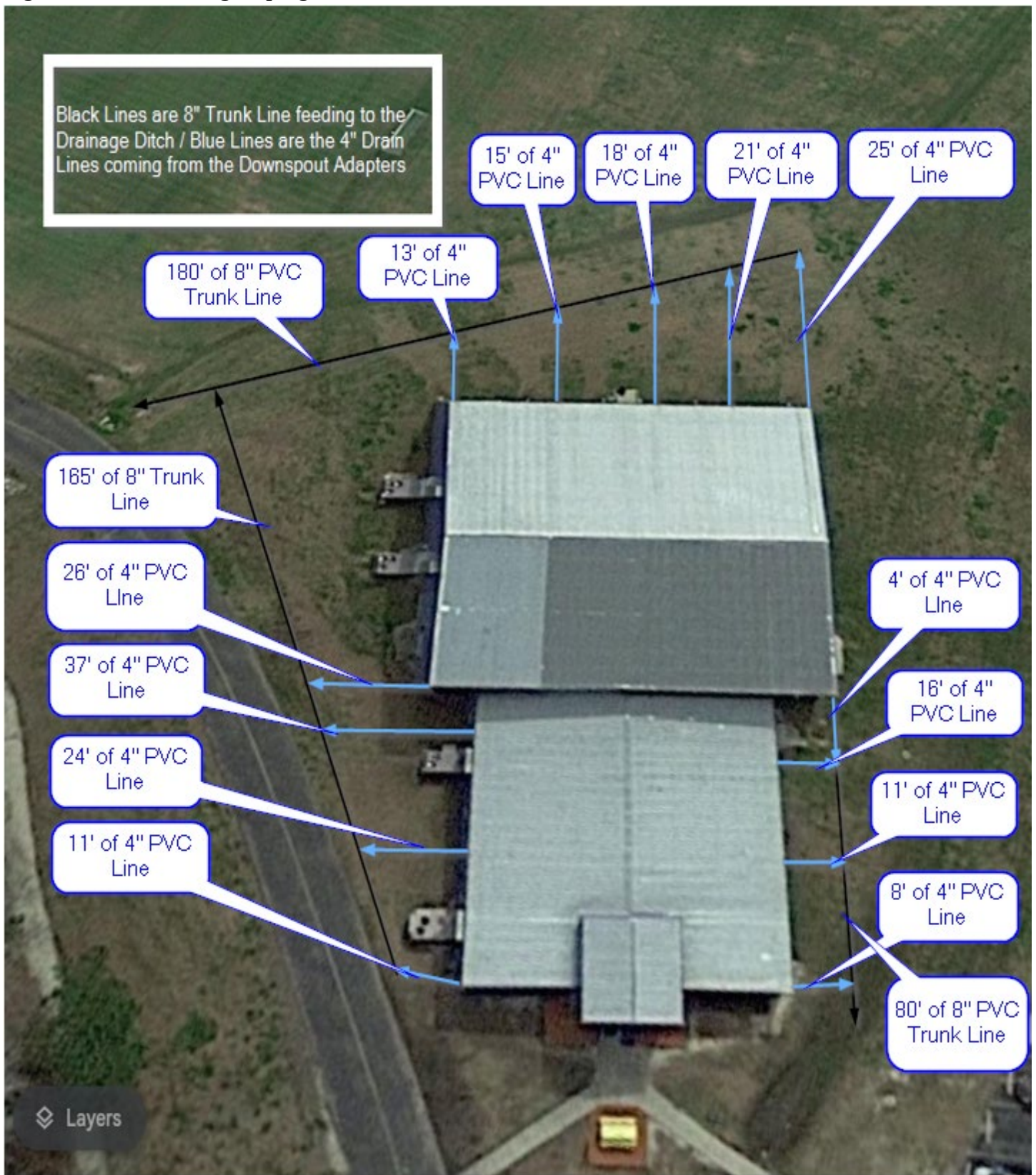


Figure 2: Drainage Piping to be replaced and ditch shall be set at a 0.3% grade.

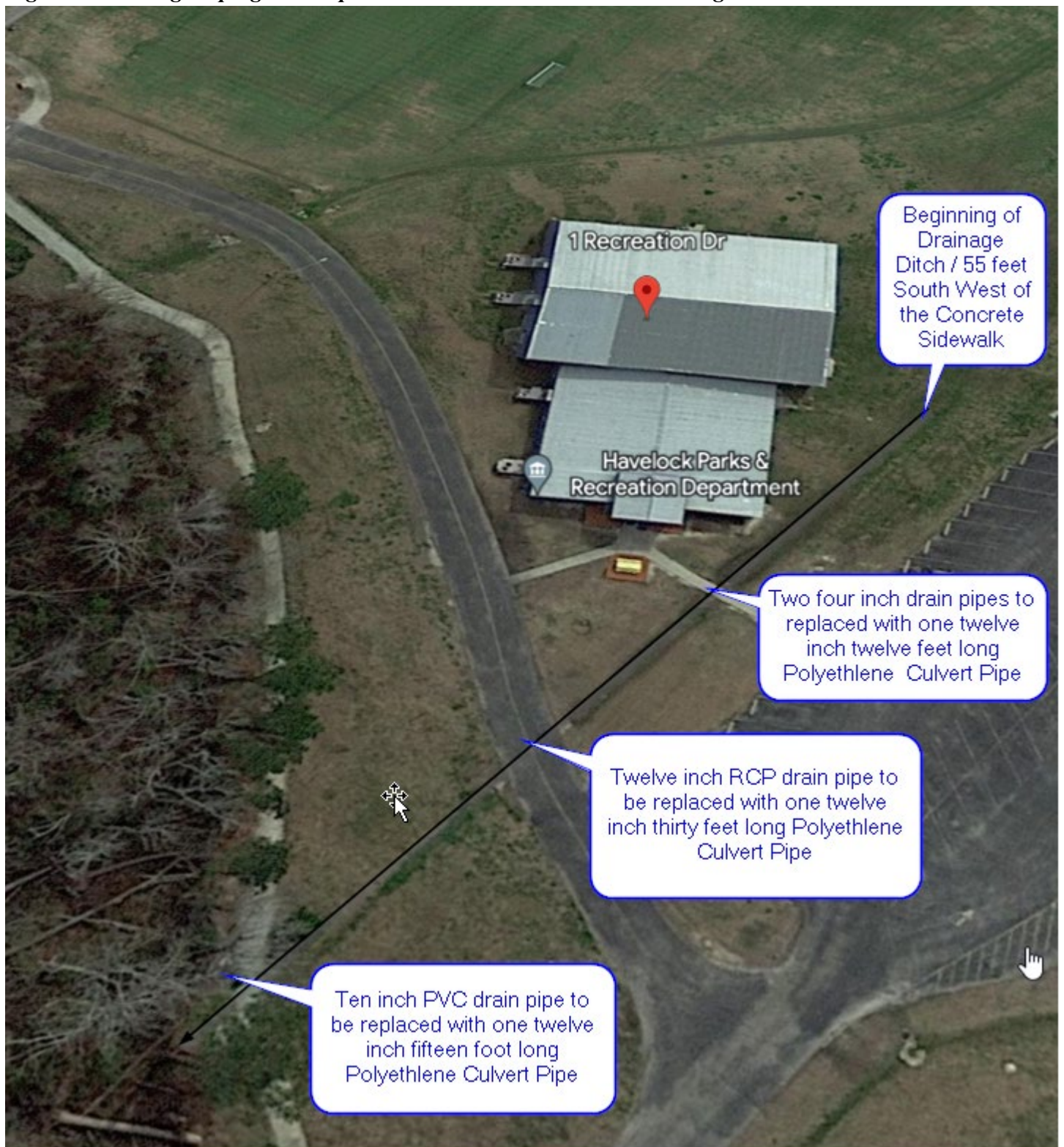


Figure 3: French Drain

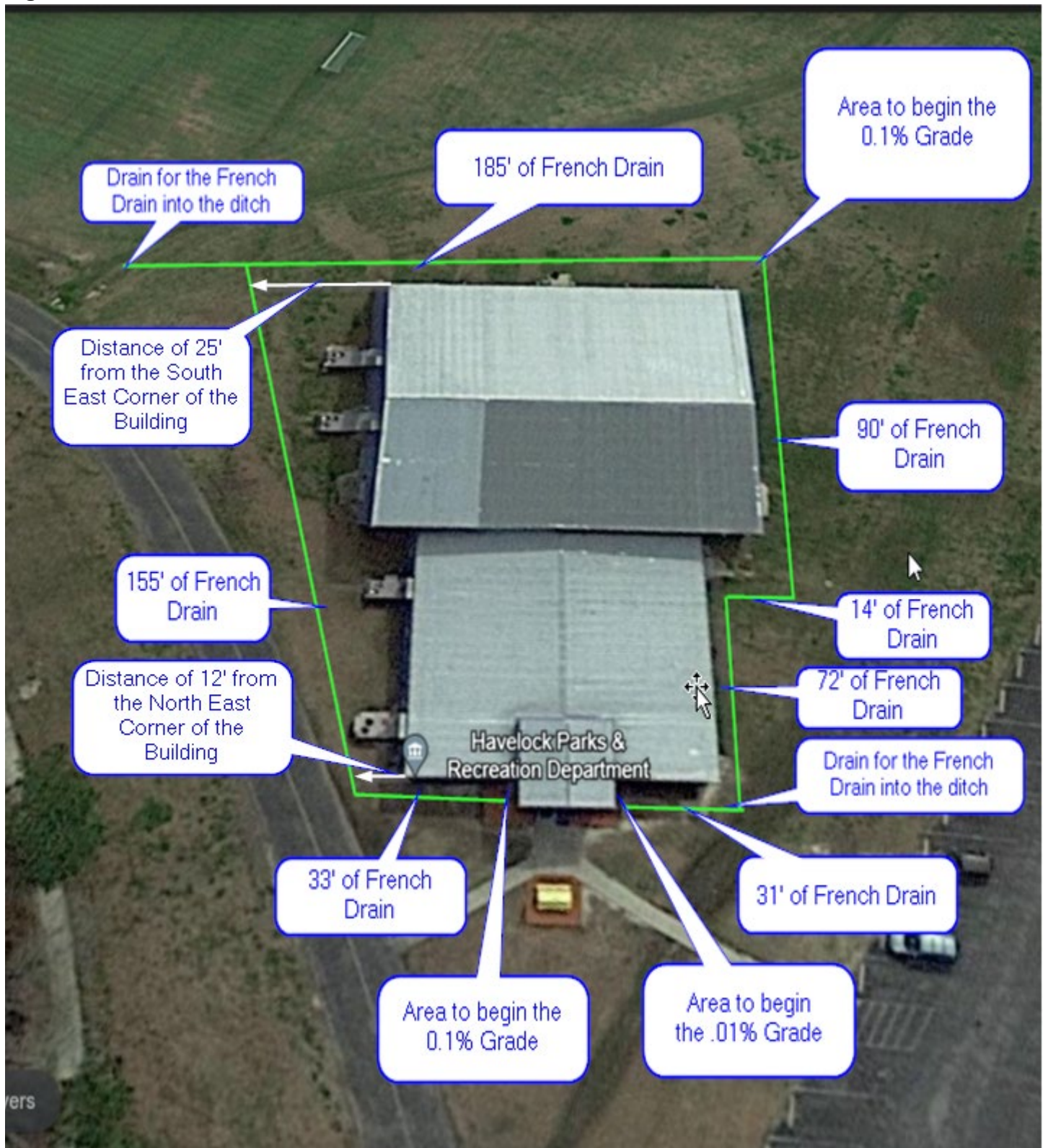


Figure 4: Parks and Recreation Building footage

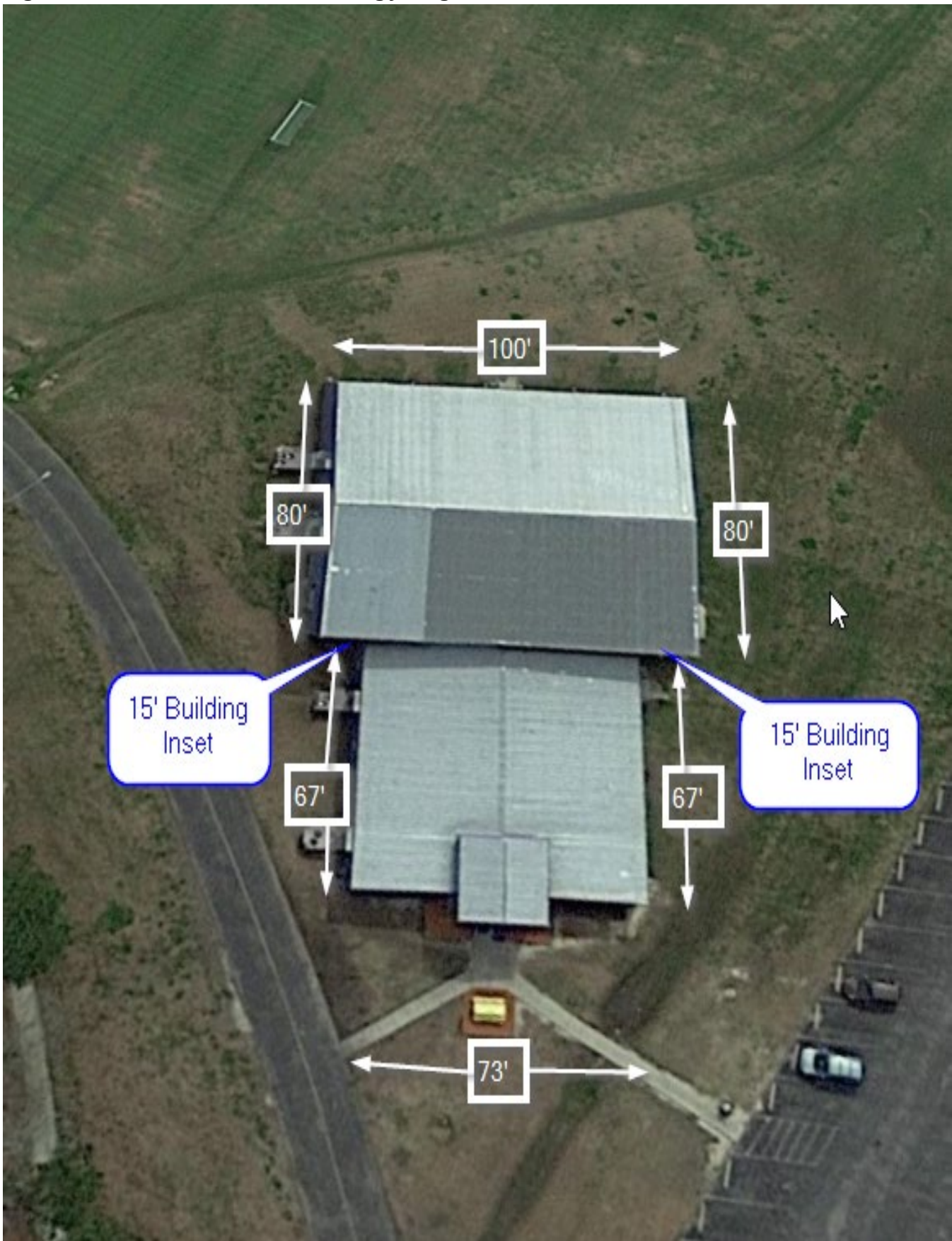


Figure 5: PVC Pipe Bedding

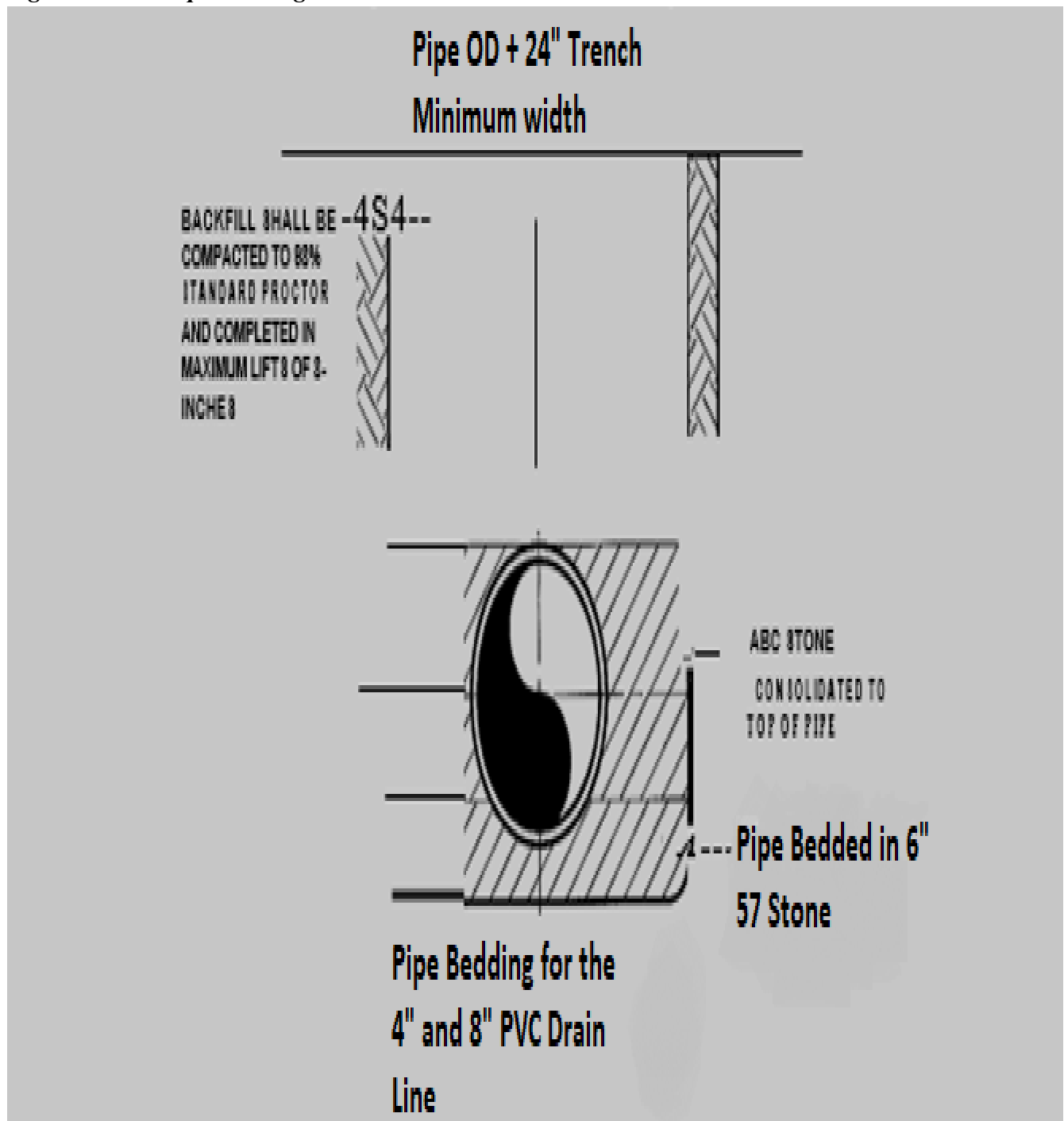


Figure 6: French Drain Trenching

