



## 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, 2024 Sanitary Sewer Line Repair Westbrook Shopping Center”***

**Address Bids to:**     **Kimberly Walters, Director of Finance**  
                                  **City of Havelock**  
                                  **P.O. Box 368**  
                                  **1 Governmental Ave.**  
                                  **Havelock, NC 28532**  
                                  **Email: [Bids@havelocknc.us](mailto:Bids@havelocknc.us)** (formal bids cannot be emailed)

Bids will be accepted until **11:00 a.m. (EST) on Wednesday, April 3, 2024** 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 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 **5:00 PM (EST) on Monday, March 18, 2024 and will be answered by 12:00 PM (EST) on Friday March 22, 2024.**

Today is the 4<sup>th</sup> day of March 2024.

Published: Vendor Registry March 4, 2024

CITY OF HAVELOCK

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Kimberly Walters  
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

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, Director of Finance  
                            City of Havelock  
                            P.O. Drawer 368  
                            1 Governmental Avenue  
                            Havelock, NC 28532  
                            [Bids@Havelocknc.us](mailto:Bids@Havelocknc.us) (formal bids cannot be emailed)

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

**2024 Sanitary Sewer Line Repair**  
**Westbrook Shopping Center**  
**500 US-70 W, Havelock, NC. 28532**

**Objective:**

Replace a section of 8" PVC SDR-35 sanitary sewer piping within the Westbrook Shopping Center and repaving the utility cut.

**Scope:**

The existing 8" PVC SDR 35 Sanitary Sewer Line spans between manholes WB-44 and WB-22. The elevation of the 8" Sanitary Sewer Line is approximately 14' below grade and will require appropriate shoring to make the needed repair, per OSHA standards. The Sanitary Sewer Line to be replaced is approximately a twenty-eight lineal foot section of 8" PVC SDR 35 Sanitary Sewer Pipe, beginning 15' to the East side of Manhole WB-44, see section 2 and Image 2. The contractor will be responsible for replacing approximately twenty-eight lineal feet of 8" PVC SDR 35 Sanitary Sewer Line. The contractor will also be responsible for repairing a 12' diameter sink hole that has formed above the line break, see section 10 and Image 4.

A site visit is highly encouraged before submitting a bid for this scope of work, although a site visit is not mandatory. All measurements are approximate, contractor shall be responsible for verifying. Contractor will be responsible for any and all locating services. The contractor will be responsible for any and all damage to utilities during the course of this project. 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. The excavation and shoring shall be carefully monitored and properly inspected to ensure the integrity of the adjacent soil as to not compromise the integrity of the foundation of the shopping center building. Care shall be taken so as not to damage existing features to remain such as roadways, curbs, 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
- b. 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.
- c. 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. Fernco couplings will not be an acceptable equivalent for couplings.
- d. 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 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. PVC SDR 35 Line Repair**

- a. The Sanitary Sewer Line to be replaced is PVC SDR 35 and is to be repaired with like in kind material.
- b. The contractor will be responsible for any and all damaged utilities during the course of this project.
- c. The bypass pump, roadway ramps, and lines are currently set up to maintain a bypass for the damaged 8" PVC SDR 35 line.
- d. The contractor shall assume responsibility and cost for all bypass equipment, roadway ramps, and lines upon the beginning of the project which will begin within thirty days (30) after the issuance of the Notice of Award and Proceed.
- e. The contractor shall be responsible for the installation of an 8" plug being set in WB-22 and in WB-44 manhole to isolate any flow between the two manholes.
- f. The contractor will be responsible for utilizing sheet piling as the shoring within the excavation during the Sanitary Sewer Pipe Repair.
- g. The contractor will be responsible for exposing the sanitary sewer line, removing approximately twenty-eight lineal foot section of affected line and replacing with PVC SDR 35 Pipe. Contractor shall also take care to ensure proper joining to the existing pipe.
- h. The contractor shall be responsible to water jet the remaining line to both the East and West side of the removed section of 8" Sanitary Sewer line, once the section of 8" Sanitary Sewer line has been removed.
- i. The contractor shall be responsible for supplying any needed pump trucks and or plugs to isolate WB-22 and WB-44 during the jetting process.
- j. The contractor shall be responsible for videoing the remaining line to both the East and West side of the removed section of 8" Sanitary Sewer line. A copy of the video shall be given to a representative of the City of Havelock.
- k. The contractor shall be responsible for supplying any needed pump trucks and or plugs to isolate WB-22 and WB-44 during the videoing process.
- l. The 8" PVC SDR 35 Sanitary Sewer Line shall now be repaired by inserting a new section of 8" PVC SDR 35 Sanitary Sewer Pipe and utilizing Maxadapter couplings or equivalent. Fernco couplings will not be an acceptable equivalent for couplings.
- m. The bedding for the replaced SDR 35 Sanitary Sewer Line shall be no less than 12" of 57 stone. Once the line has been repaired, 57 stone shall be placed to 12" above the top of the PVC SDR 35 Sanitary Sewer Line within the entire utility cut, see figure 6.

## **3. Dewatering:**

- a. The contractor shall dewater from the beginning until the 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.

#### **4. Excavation and Shoring:**

- a. Contractor is responsible for the design and protection of all excavation and shoring. The standard shoring practice shall be sheet piling which shall be 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. The excavation and shoring shall be carefully monitored and properly inspected to ensure the integrity of the adjacent soil, as to not compromise the integrity of the foundation of the shopping center building
- c. Contractor shall notify NC 811 for utility locations prior to any excavations.
- d. In no case shall excavations exceed that which cannot be backfilled by the end of the work day.

#### **5. Backfill and Compaction:**

- a. All excavations shall be backfilled with #57 stone and select fill material, see figure 5. Contractor shall be responsible for removal and disposal of all excavation material and construction debris.
- b. Under no circumstances can excavated materials be utilized for backfill material. All excavated spoils are to be the responsibility of the contractor to remove from the site.
- c. Compaction in roadways, parking lots, driveways, and sidewalks shall be to 98% standard proctor, compacting in 8" lifts.

#### **6. Pipe Bedding:**

- a. Pipe bedding shall consist of a twelve-inch (12") depth of #57 stone under pipe and #57 stone to twelve-inches (12") above the top of pipe within the entire excavation, see figure 5.

#### **7. 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.

#### **8. 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.
- b. The bypass pump, roadway ramps, and lines are currently set up to maintain a bypass for the damaged 8" PVC SDR 35 line.

- c. The contractor shall be responsible for the installation of an 8” plug being set in WB-22 and in WB-44 manhole to isolate any flow between the two manholes and any plugs or bypassing during both the jetting and videoing process.
- d. Upon thirty (30) days after the Notice of Award – Proceed has been issued, the manner of supplying all bypass equipment shall be the responsibility of the contractor. Currently the City of Havelock is being supplied with a bypass pump and road ramp equipment by Mersino who is a local supplier. If requested the City of Havelock will share the contact information with the contractor. All lay flat hose is the property of the City of Havelock and will be returned to a representative of the City of Havelock upon the contractor assuming responsibility for the bypass equipment.

## **9. 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 48-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 48-hour notice to City of Havelock for any lane or road closure.

## **10. 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. The contractor shall utilize a 12” bedding of 57 stone for the newly installed 8” sanitary sewer line and fill the excavation with 57 stone to 12” above the top of the replaced 8” sanitary sewer line.
- c. The contractor shall be responsible for square cutting the utility cut back to undisturbed asphalt before the Pavement Restoration portion of this project can begin.
- d. Engineered select fill shall be utilized within the entire excavation, from one foot above the top of the replaced 8” sanitary sewer pipe to within three and a half inches of the existing pavement and be compacted to 98% standard proctor in a maximum of eight-inch lifts.
- e. Asphalt base course shall be a minimum of two inches thick and meet the requirements of B25.OB per NCDOT Standards for Roads and Structures. The asphalt base will remain one and a half inches (1.5”) below the elevation of the existing asphalt.
- f. Asphalt tack coat shall be sprayed or brushed on the existing asphalt to be tied into and shall be in accordance with section 605 asphalt tack coat of the NCDOT Standard Specifications for Roads and Structures.
- g. The asphalt surface course shall be S9.5B at one and a half inches (1.5”) thick to meet the elevation of the existing parking lot asphalt, per NCDOT Standards for Roads and Structures. Prior to placement of the asphalt surface course, the base course shall be inspected for damage or defects and repaired to the satisfaction to the representative of the City of Havelock.

## **11. 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.



## **12. 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. 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 thirty (30) days from the issuance of a Notice of Award and Proceed.
- b. The performance period is ninety (90) days from the issuance of a purchase order.
- 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.

## **14. 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:**

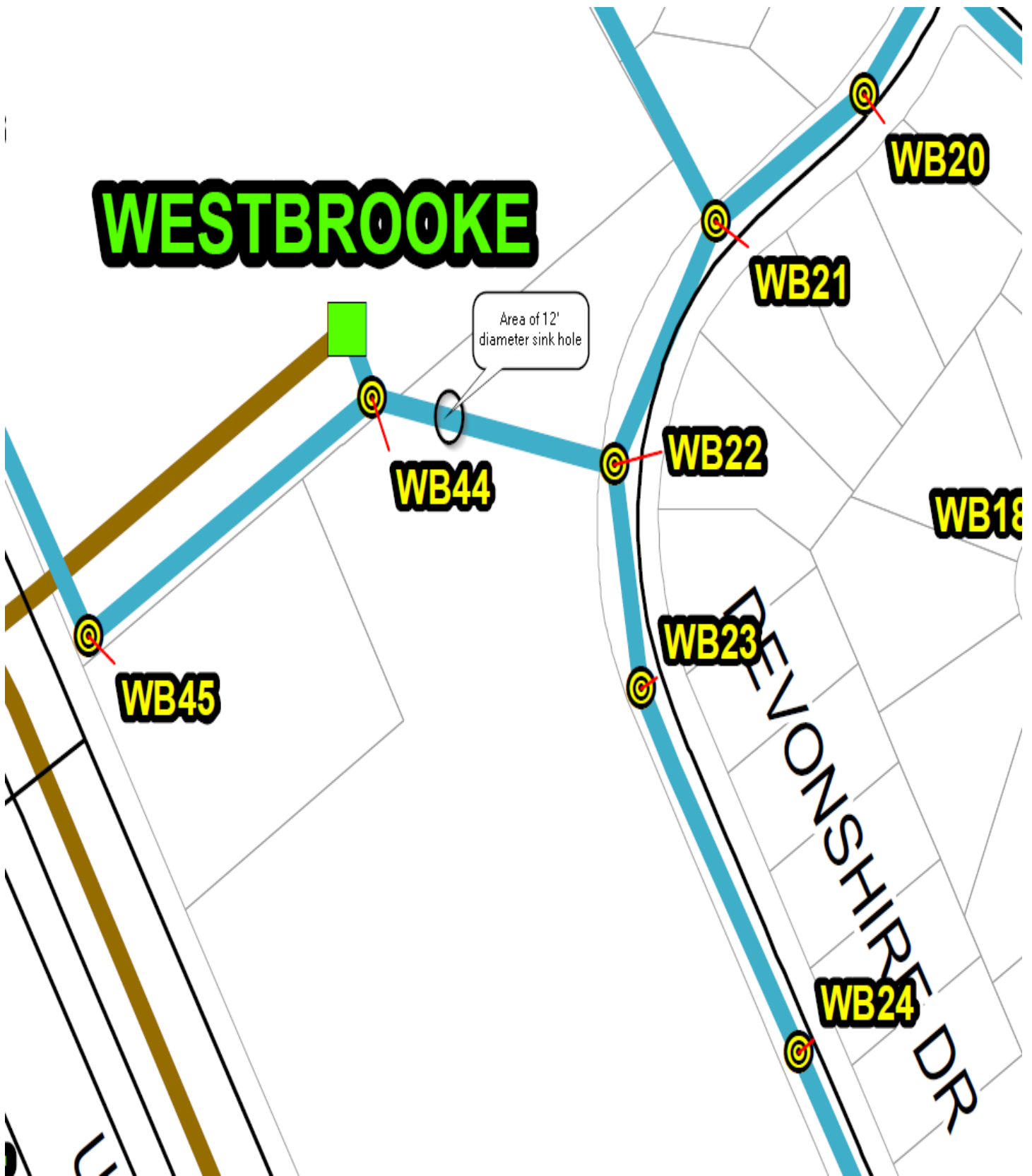
- a. Contractor shall comply with all requirements of OSHA 1926.
- b. Work hours shall be 8am to 5pm, Monday through Friday. No work shall be performed on City holidays. Work outside established work hours must be scheduled with the City 48 hours in advance and is subject to approval.
- c. Contractor 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 ninety (90) days from the issuance of a purchase order.

**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: Map view of manholes WB-44 & WB-22



*Figure 2: Area of SDR 35 Pipe damage 15' outside Manhole WB-44*

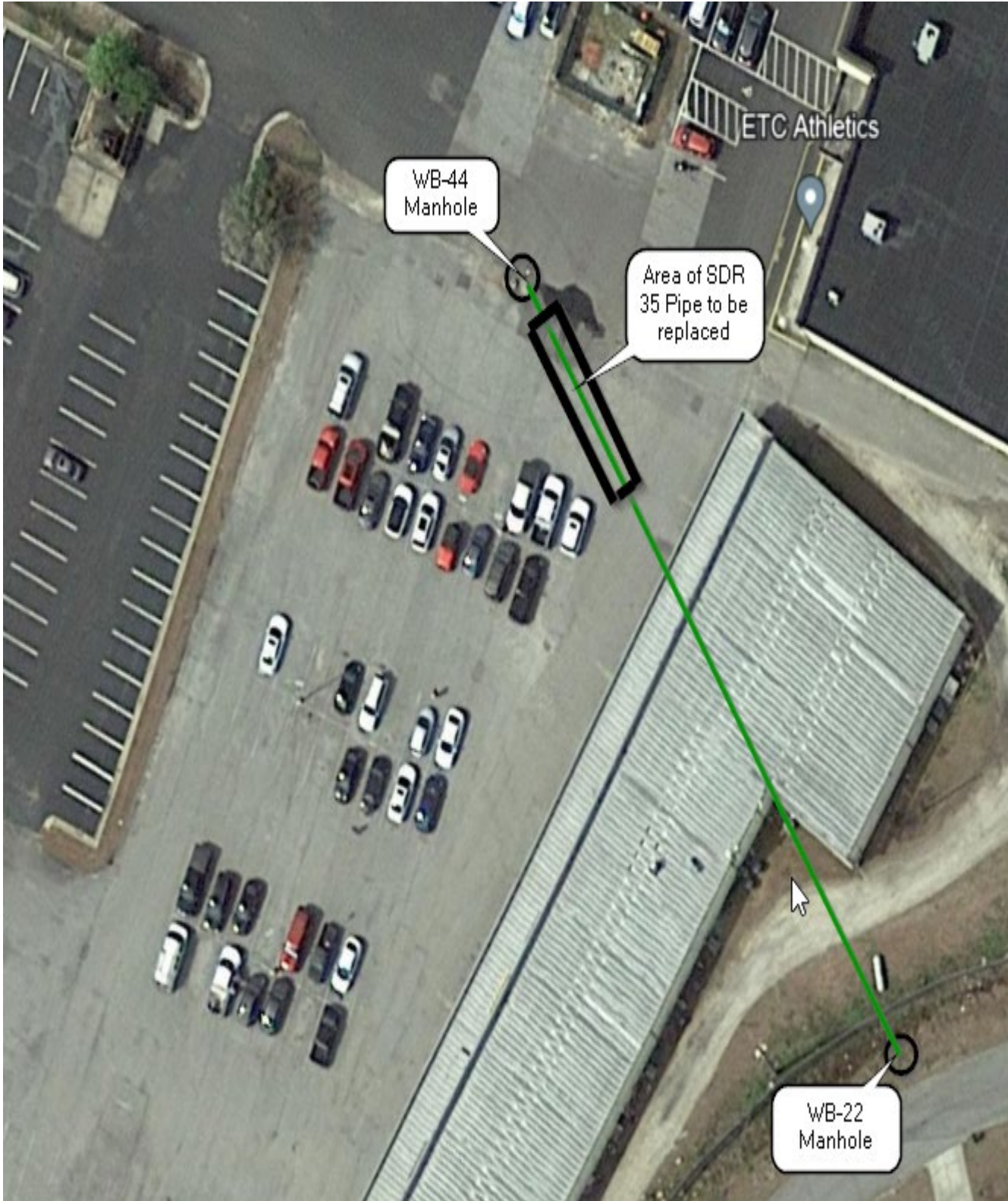


Figure 3: Pic of the work area



*Figure 4: Image of the Sink Hole*



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

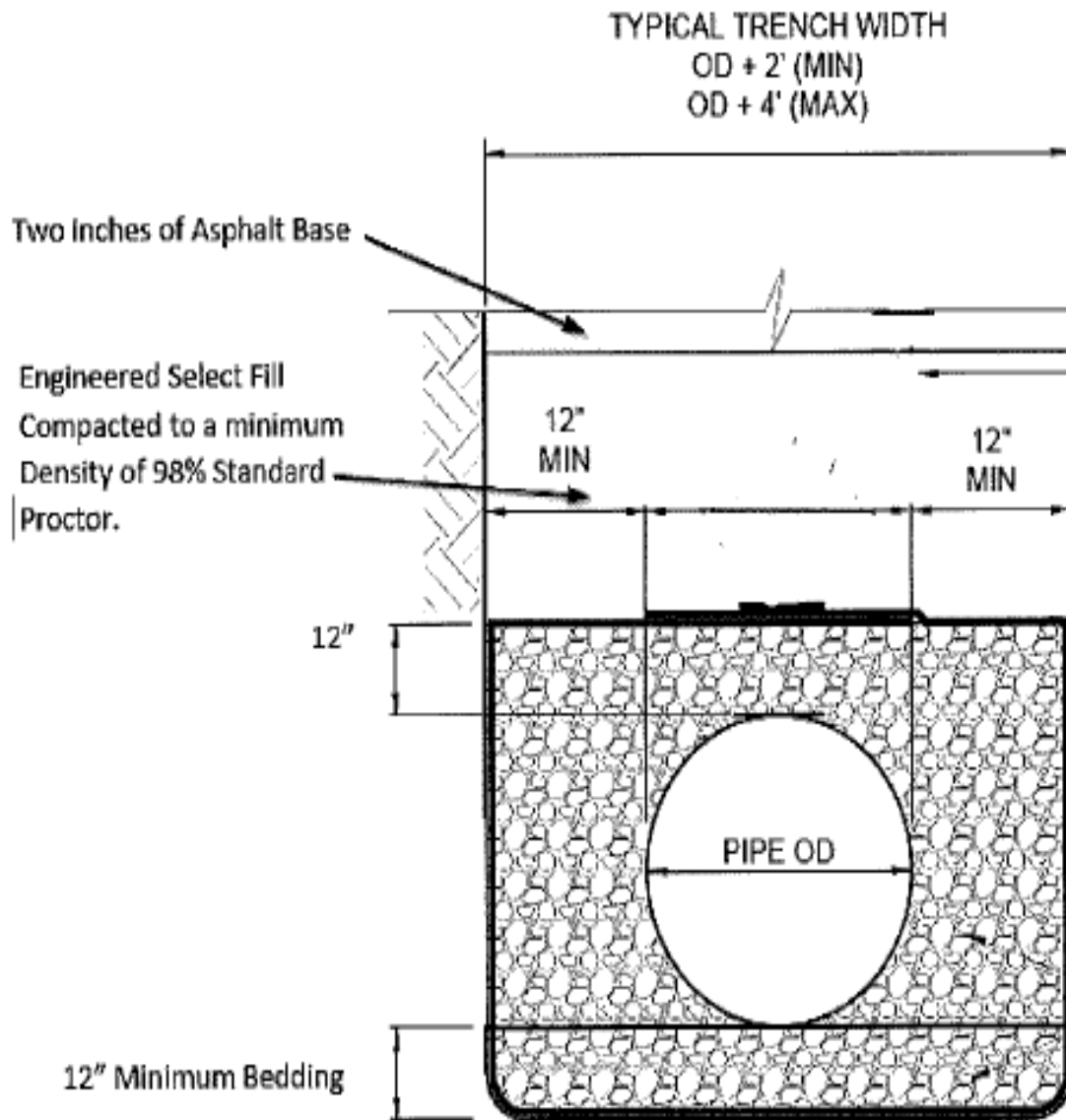
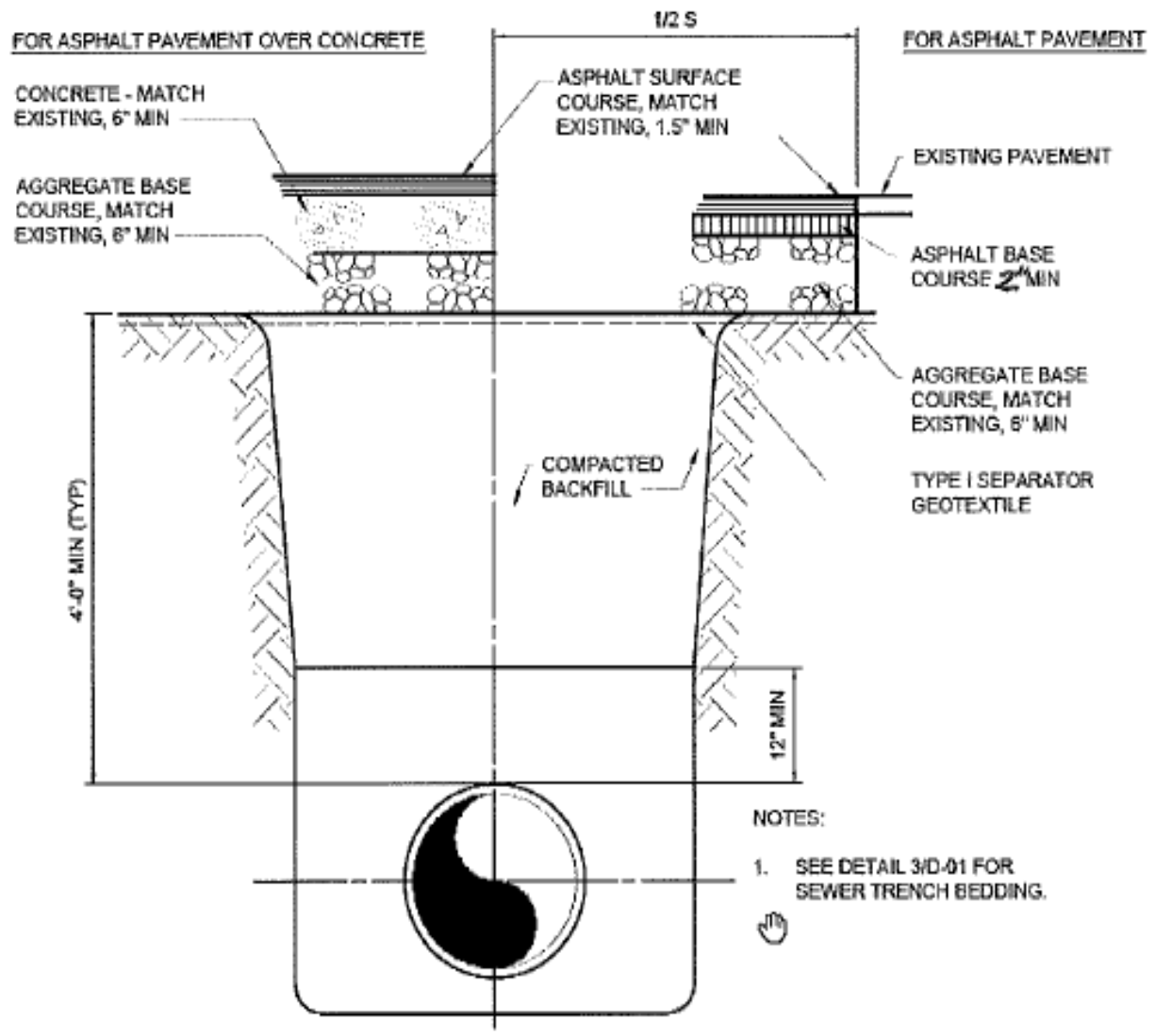


Figure 6: Typical Trench and Asphalt Surface, Typical.



TYPICAL TRENCH

