



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, 2025 Drainage Ditch Cleaning and Grading”

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 (formal bids cannot be emailed)

Bids will be accepted until **2:00 p.m. (EST) on Thursday, April 24, 2025**, 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. 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 **12:00 PM (EST) on Wednesday, April 9, 2025, and will be answered by 12:00 PM (EST) on Tuesday, April 15, 2025.**

Today is the 18th day of March 2025.

Published: Vendor Registry March 18, 2025

CITY OF HAVELOCK

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

Line Item 1: _____

Line Item 2: _____

Line Item 3: _____

Line Item 4: _____

Line Item 5: _____

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.
The City of Havelock shall reserve the right to accept any, all or none of the line items to be cleaned and graded.

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 (formal bids cannot be emailed)

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

2025 Drainage Ditch Cleaning and Grading
400 Fontana Blvd. Havelock, NC. 28532 Stormwater Drainage
Manteo Circle Residential Area
Cedar Ridge Residential Area
Behind Twinwood and Wynn Rd. Stormwater Drainage
Nunn St. Stormwater Drainage

Objective:

Clean and regrade Stormwater Drainage Ditches within Havelock.

Scope:

Two residential areas and three stormwater drainage ditches are listed within this scope of work. Within each of these areas the cleaning and regrading of the stormwater drainage ditches shall include regrading, digging, excavating, mowing and grubbing of obstructions, sedimentation and debris including, but not limited to: removal of grass, brush, shrubs, dirt, trees (less than 6 inches in diameter), loose debris and other encumbrances. Dirt and debris shall be removed from all road culverts / pipes that are contiguous to ditches. City owned stormwater drainage pipes are to be cleaned by use of Jetting with high pressure water. Residential pipes will not be jetted. Stormwater drainage pipes that cannot be cleared due to sediment and blockages will be reported to a representative of the City of Havelock. The City of Havelock will be responsible for contacting residents about the ditch cleaning and grading. Any general trash, fencing, or structures within drainage easements will be the responsibility of the contractor to remove. The contractor will not be responsible for reconstructing any fencing or structures within easements which have been removed for completion of this project. Cost for each of the five areas shall be listed separately as line items within the contractor's quote. The City of Havelock will reserve the right to accept any, all or none of the portions of work listed.

Contractors Responsibility

Line Item #1

400 Fontana Blvd. Havelock, NC. 28532 Stormwater Drainage. See plat and images under Figure 1.

- a. The stormwater drainage ditch begins at Fontana Blvd and ends at a stormwater drainage pipe approximately 40 feet to the North of Manteo Circle.
- b. The stormwater drainage ditch is approximately 1,041 feet in length 20 feet wide and 8 feet deep.
- c. Included within grading and cleaning of this stormwater ditch shall be mowing and grubbing of obstructions, removal of sedimentation and debris including but not limited to; removal of grass, brush, shrubs, dirt, trees (less than 6 inches in diameter), loose debris and other encumbrances.
- d. Ditch base shall be graded by use of a Rotary Laser Elevation Measurement Tool and shall be on grade for proper flow.
- e. Ditch bank sloping shall be left as undisturbed as possible within this stormwater drainage ditch.
- f. Absolute ditch flow and elevation shall be determined by elevation of the base of stormwater drainage piping. Stormwater Drainage Piping can be found 40 feet to the North of Manteo Circle and at the stormwater drainage ditch on Fontana Blvd.
- g. Elevations shall be determined by use of a Rotary Laser Elevation Measurement Tool.
- h. All spoils from the ditch cleaning shall be removed from the area and disposed of within all local, state, and federal requirements.

Line Item #2

Nunn St Stormwater Drainage. See plat and images under Figure 2.

- a. The stormwater drainage ditch begins at Tuttle St. and ends 175 feet to the North of Hwy 70.

- b. The stormwater drainage ditch is approximately 915 feet in length.
- c. Ditch depth varies from approximately one to two feet in depth.
- d. Included within grading and cleaning of this stormwater ditch shall be mowing and grubbing of obstructions, removal of sedimentation and debris including but not limited to; removal of grass, brush, shrubs, dirt, trees (less than 6 inches in diameter), loose debris and other encumbrances.
- e. Ditch base shall be 18" wide, sides are to slope to the top of the ditch as a minimum of a 3:1 slope. See figure 7.
- f. During regrading the minimum amount of soil to be removed is six inches.
- g. Absolute ditch flow and elevation shall be determined by elevation of the base of driveway ditch Pipe.
- h. Elevations shall be determined by use of a Rotary Laser Elevation Measurement Tool.
- i. Roadside ditches shall be required behind the shoulder of roadways without curb and gutter to convey storm drainage away from the pavement to a discharge point. The steepest side slope allowed is 3:1 (horizontal to vertical) on the roadside of the ditch and 2:1 on the side closest to the right-of-way line. The ditch shall be graded to a minimum longitudinal slope of 1 percent and a maximum velocity of 4 ft/sec.
- j. City of Havelock road crossing stormwater pipes shall be jetted with high pressure water. Road stormwater pipe that cannot be cleared due to sediment and blockages will be reported to a representative of the City of Havelock.
- k. Residential driveway pipes will not be jetted.
- l. All spoils from the ditch cleaning and pipe jetting will be removed from the area and disposed of within all local, state, and federal requirements.

Line Item #3

Manteo Circle Residential Area. See plat and images under Figure 3.

- a. The Stormwater Ditches within Manteo residential area are on the East and South Side sides of Manteo Circle and includes the ditches on the South side of Methodist Drive.
- b. There are approximately 2,134 lineal feet of ditches within this residential area to be cleaned and graded. There is also a Stormwater Drainage Pipe which is approximately 240 lineal feet within the North East corner of Manteo residential area.
- c. Ditch depth varies from approximately one to two feet in depth.
- d. Included within grading and cleaning of this Stormwater Ditch shall be mowing and grubbing of obstructions, removal of sedimentation and debris including but not limited to; removal of grass, brush, shrubs, dirt, trees (less than 6 inches in diameter), loose debris and other encumbrances.
- e. Ditch base shall be 18" wide, sides are to slope to the top of the ditch as a minimum of a 3:1 slope. See figure 7.
- f. During regrading the minimum amount of soil to be removed is six inches.
- g. Absolute ditch flow and elevation shall be determined by elevation of the base of stormwater drainage and driveway pipes.
- h. Elevations shall be determined by use of a Rotary Laser Elevation Measurement Tool.
- i. Roadside ditches shall be required behind the shoulder of roadways without curb and gutter to convey storm drainage away from the pavement to a discharge point. The steepest side slope allowed is 3:1 (horizontal to vertical) on the roadside of the ditch and 2:1 on the side closest to the right-of-way line. The ditch shall be graded to a minimum longitudinal slope of 1 percent and a maximum velocity of 4 ft/sec.

- j. City of Havelock road crossing stormwater drainage pipe is to be Jetted with high pressure water. Road stormwater pipe that cannot be cleared due to sediment and blockages will be reported to a representative of the City of Havelock.
- k. Residential driveway pipes will not be jetted.
- l. All spoils from the ditch cleaning and pipe jetting will be removed from the area and disposed of within all local, state, and federal requirements.

Line Item #4

Cedar Ridge Residential Area. See plat and images under Figure 4.

- a. The stormwater ditches within Cedar Ridge residential area are within all four quadrants of Cedar Ridge and includes the ditch leaving Methodist Drive and entering Cedar Ridge. .
- b. There are approximately 3,226 lineal feet of ditches within this residential area to be cleaned and graded.
- c. Ditch depth varies from approximately one to two feet in depth.
- d. Included within grading and cleaning of this stormwater ditch shall be mowing and grubbing of obstructions, removal of sedimentation and debris including but not limited to; removal of grass, brush, shrubs, dirt, trees (less than 6 inches in diameter), loose debris and other encumbrances.
- e. Ditch base shall be 18" wide, sides are to slope to the top of the ditch as a minimum of a 3:1 slope. See figure 7.
- f. During regrading the minimum amount of soil to be removed is six inches.
- g. Absolute ditch flow shall be determined by use of two means, elevation of the base of stormwater driveway pipes and the drainage plat supplied in figure 4.
- h. Elevations shall be determined by use of a Rotary Laser Elevation Measurement Tool.
- i. Roadside ditches shall be required behind the shoulder of roadways without curb and gutter to convey storm drainage away from the pavement to a discharge point. The steepest side slope allowed is 3:1 (horizontal to vertical) on the roadside of the ditch and 2:1 on the side closest to the right-of-way line. The ditch shall be graded to a minimum longitudinal slope of 1 percent and a maximum velocity of 4 ft/sec.
- j. City of Havelock road crossing stormwater drainage pipe is to be Jetted with high pressure water. Road stormwater pipe that cannot be cleared due to sediment and blockages will be reported to a representative of the City of Havelock.
- k. Residential driveway pipes will not be jetted.
- l. All spoils from the ditch cleaning and pipe jetting will be removed from the area and disposed of within all local, state, and federal requirements.

Line Item #5

Behind Twinwood and Wynn Rd. Stormwater Drainage. See plat and images under Figure 5.

- a. The stormwater ditches within Capps Branch flow to the South reaching the backside of Wynn Rd. The ditches wrap the backside of Wynn Rd, and exit underneath Hwy 70 to the West.
- b. There are approximately 2,852 lineal feet of ditches within Capps Branch to be cleaned and graded.
- c. Ditch depth varies from approximately one to two feet in depth.
- d. Included within grading and cleaning of this stormwater ditch shall be mowing and grubbing of obstructions, removal of sedimentation and debris including but not limited to; removal of grass, brush, shrubs, dirt, trees (less than 6 inches in diameter), loose debris and other encumbrances.
- e. Ditch base shall be a minimum of 18" wide. Ditch bank sides are to slope to the top of the ditch at a minimum of a 3:1 slope. See figure 7.
- f. During regrading the minimum amount of soil to be removed is six inches.

- g. Ditch base shall be graded by use of a Rotary Laser Elevation Measurement Tool and shall be on grade for proper flow.
- h. Absolute ditch flow shall be determined by use of the drainage plat supplied in figure 5.
- i. Elevations shall be determined by use of a Rotary Laser Elevation Measurement Tool.
- j. The steepest side slope allowed is 3:1 (horizontal to vertical) on the roadside of the ditch and 2:1 on the side closest to the right-of-way line. The ditch shall be graded to a minimum longitudinal slope of 1 percent and a maximum velocity of 4 ft/sec.
- k. All spoils from the ditch cleaning and pipe jetting will be removed from the area and disposed of within all local, state, and federal requirements.

The City of Havelock Responsibilities

- a. A representative of the City of Havelock will track progress daily. 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 of Havelock, 48 hours in advance and is subject to approval.
- b. The City of Havelock will contact residents before the project is to begin. The City of Havelock will request any fencing or structures be removed from the drainage easement before the project is to begin.

A site visit is highly recommended but not mandatory. All locating services will be the responsibility of the contractor. Damaged utilities will be the responsibility of the contractor to remediate before the project is completed. All measurements are approximate contractor to verify. Contractor is to supply all labor, materials, equipment to complete this project, unless otherwise specified in writing. The City of Havelock shall not be held responsible for omissions or errors in description.

1. Bypass Pumping:

- a. Stormwater bypass pumping shall be required for completion of ditch cleaning and regrading. 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 ditch cleaning and regrading. 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.

2. 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.

3. Site Restoration

- a. 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.

4. Performance and Payment Bonds

- a. The successful bidder, within 14 calendar days after the notice of award is received by them shall provide the City with a payment bond and performance bond 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.

5. 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 - Proceed.
- b. The performance period is 90 days from the listed date on 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.

6. Access:

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

7. Termination Clause:

- a. Any agreement and issuance of purchase orders shall be terminated upon the expiration of (90) ninety days without work commencing. At the end of ninety days the City of Havelock will give written notice to the other party of its intention to terminate.
- b. Any intent to begin a project ninety (90) days or more after a purchase order has been issued must be submitted in writing and approved by a representative of the City of Havelock.

8. Warranty:

- a. Contractor will be held responsible for the workmanship utilized within this project for a term of one year from the time that the project is completed.
- 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 property within or surrounding project area that occurs as a result of the construction of the project.
- j. Contractor shall provide safety measures during the entire length of the project.
- k. Contractor is responsible for the storage and safety of materials and equipment on jobsite.
- l. Submittals must be approved by the City of Havelock prior to any work starting.
- m. The performance period is 90 days from the Notice to Proceed.

Liquidated Damages:

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

Figure 1: Plat and images of 400 Fontana Blvd.





Figure 2: Plat and images of Nunn St. Storm Water Drainage.

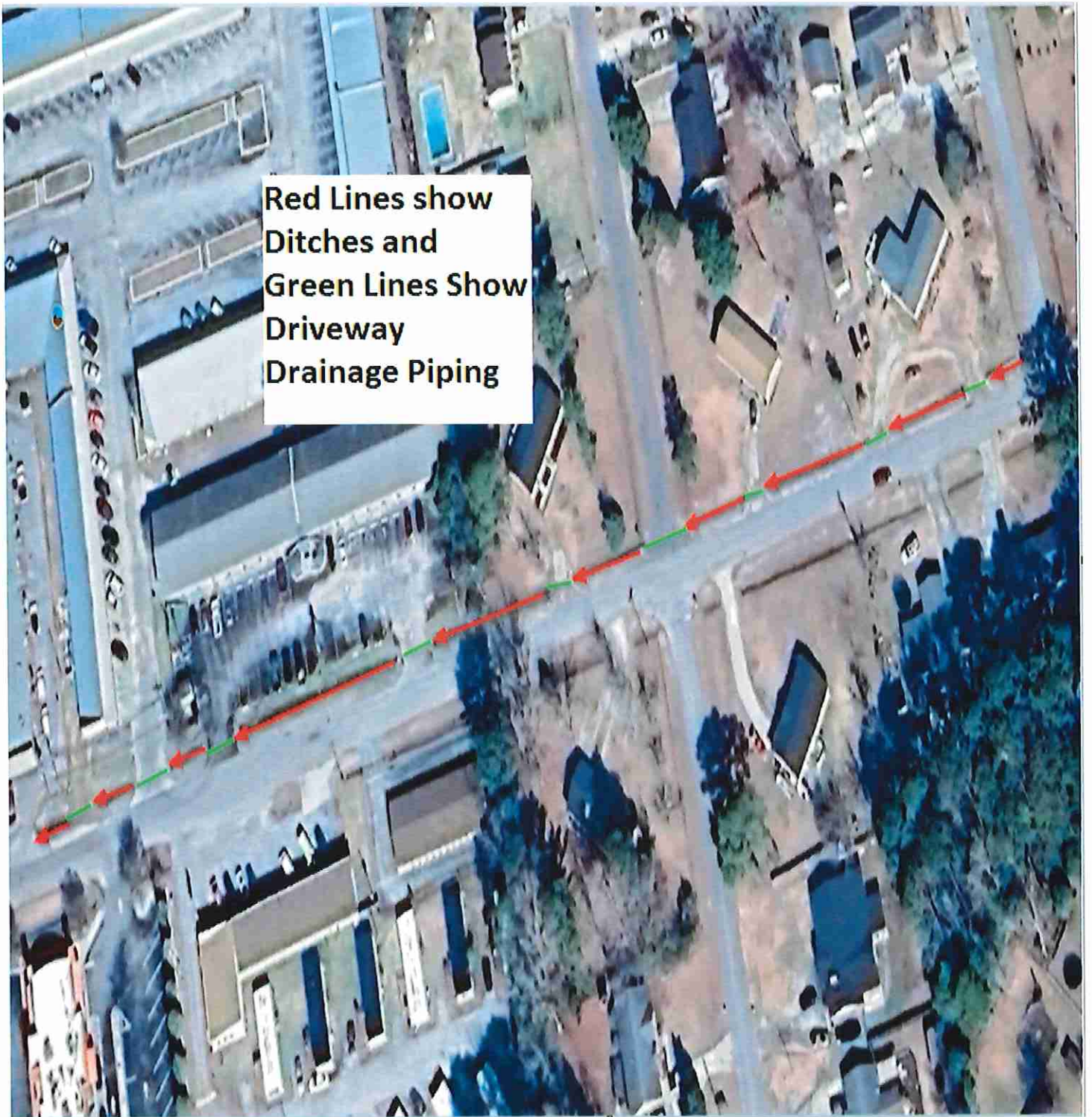




Figure 3: Plat and images of Manteo Circle and Residential Area.



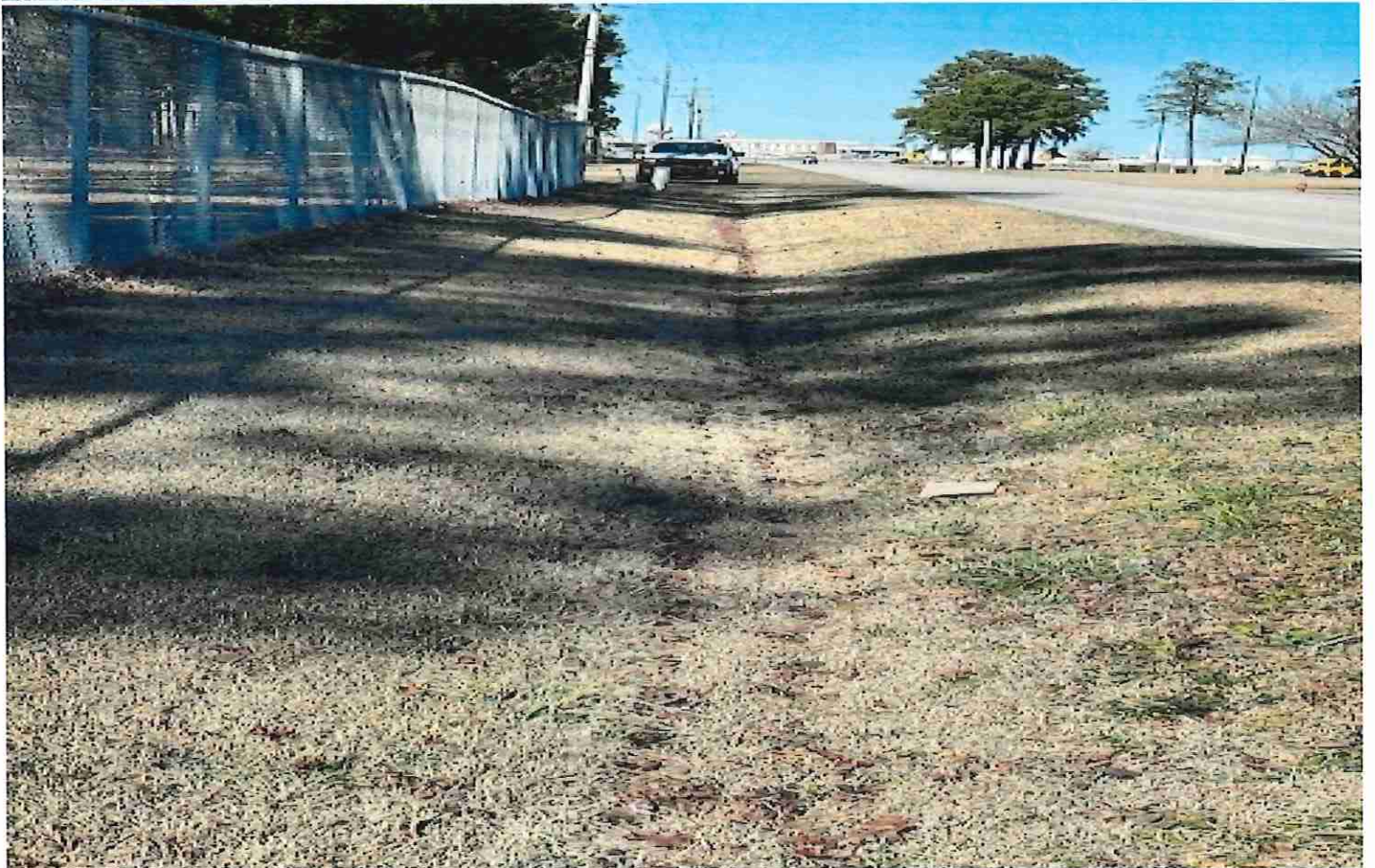


Figure 4: Plat and images of Cedar Ridge Residential Area.





Figure 5: Plat and images of behind Twinwood and Wynn Rd.





Figure 6: Storm Water Ditch Profile

