



## INFORMAL CONTRACT/BID/RFP

for

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**Martin Community College  
1161 Kehukee Park Road  
Williamston, N.C. 27892**

### **SCOPE OF WORK: 1/4-Mile Rubber Surface Walking Trail**

**Install 1/4 Mile Rubber Surface Walking Trail - Excavate a five inch deep by five feet wide trail, install fabric plus five inches of packed stone base, and a minimum of half inch rubber surface. Trail runs through a sparsely wooded area with some clearings to form a 1/4-mile winding loop. Please list as alternates: Curb cut for access and a new foot bridge if trail crosses the ditch.**

The contractor proposes and agrees to contract with Martin Community College for the furnishing of all equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents and to the full and entire satisfaction of Martin Community College for the sum of the contract.

Contractor will carry liability insurance to cover accidents or mishaps that may occur while the job is being completed and will submit a Certificate of Liability Insurance to Martin Community College. Contractor will submit a current copy of their W-9 form.

Bid due date: **6/16/2025**

Site visit Required: **Schedule visit Monday through Thursday, 6/2/25 - 6/12/25**

Deliver, mail, or email bid to: **Martin Community College  
1161 Kehukee Park Road  
Williamston NC, 27892  
Attn: Billy Barber**

Office Location: **Building 1, Room 35**

Email: **[billy.barber@martincc.edu](mailto:billy.barber@martincc.edu)**

Phone: **252-789-0303**

**Please submit bid on your company letter head with all relevant contact information.  
Include a line-item bid for ¼-mile trail installed as described in the scope of work.  
Include a line-item for relevant sales tax (7%).  
Include a line item for alternates: Curb cut, and foot bridge.**

**\*\*\*GENERAL CONDITIONS\*\*\***

**MATERIALS, EQUIPMENT, AND EMPLOYEES**

The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there from, all in accordance with the contract documents.

All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

No changes shall be made in the work except upon written approval and change order of the Owner. Change orders shall be subject to provisions in the current North Carolina Construction Manual.

Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed.

However, the Contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the Owner for approval or disapproval; such approval or disapproval shall be made by the Owner prior to the opening of bids.

If at any time during the construction and completion of the work covered by these contract documents, the conduct of any worker of the various crafts be adjudged a nuisance to the Owner or if any worker were considered detrimental to the work, the Contractor shall order such parties removed immediately from the site.

The contractor shall designate a foreman/superintendent who shall direct the work.

**CODES, PERMITS, AND INSPECTIONS**

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Owner in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from. Projects constructed by Martin Community College are subject to county or municipal

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building codes and inspection by the authority(s) having jurisdiction. The Contractor shall obtain building permits at no cost to the Owner.

**SAFETY REQUIREMENTS**

The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner. He shall be responsible for any damage to the Owner's property or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Owner arising from such damages.

The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the AGC Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

**TAXES**

North Carolina Sales Taxes and Use Tax do apply to materials entering incorporated into this work (N.C. Sales and Use Tax Regulation No. 42, Paragraph A), and such costs shall be included in the bid proposal and contract sum.

Local Option Sales and Use Taxes do apply to materials incorporated into this work as applicable (Local Option Sales and Use Tax Act, Regulation No. 57), and such cost shall be included in the bid proposal and contract sum.

Sales tax reporting is not required as the College is not exempt from paying sales tax and does not file for reimbursements.

**EQUAL OPPORTUNITY**

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Contractors agree not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

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**INSURANCE**

The Contractor shall not commence work until he has obtained all insurance required, and the Owner has approved such insurance, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.

The Contractor shall provide and maintain during the life of this contract Workmen's Compensation Insurance for all employees employed at the site of the project under his contract.

The Contractor shall provide and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operation be by the Contractor himself or by any subcontractor, or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

A. Public Liability Insurance in an amount not less than \$300,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in amount not less than \$500,000 on account of one accident; and Property Damage Insurance in an amount not less than \$100,000/\$300,000.

B. The Contractor shall furnish such additional insurance as may be required by General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits. Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in amount or coverage eliminated in less than fifteen (15) days after mailing written notice to the insured and/or the Owner of such alteration or cancellation, sent by registered mail.

C. The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance required before written approval granted by the Owner.

**BONDS**

Bid Bonds, Performance Bonds, and/or Payment Bonds are not required for this Project.

**INVOICES FOR PAYMENT**

Executed contract documents, insurance certifications and, upon completion and acceptance of the work, invoices and other information requested are to be sent to:

**Billy Barber  
Martin Community College  
1161 Kehukee Park Rd  
Williamston, N.C. 27892**

It is imperative that contract documents, invoices, etc., be sent only to the above address in order to assure proper and timely delivery and handling.

**CLEANING UP**

The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before

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final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner.

**GUARANTEE**

The Contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the Owner.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The Contractor shall replace such defective equipment or materials, without cost to the Owner, within the manufacturer's warranty period.

**\*\*\*SUPPLEMENTAL GENERAL CONDITIONS\*\*\***

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Owner and shall fully complete all work hereunder within **(45)** consecutive calendar days from the Notice to Proceed for base bid contract.

If the Contractor is delayed at any time in the progress of his work by any act or negligence of the Owner, his employees or his separate subcontractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Designer upon written request from the contractor within ten days following the cause for delay.

**E-PROCUREMENT**

All Contractors **must** be registered with North Carolina E-procurement prior to beginning work.

**INTERACTIVE PURCHASING SYSTEM (IPS)**

The Contractor **shall** be Registered Vendor with IPS prior to being awarded a Contract.

**EXISTING CONDITIONS**

Prior to beginning work the Contractor shall investigate and verify the existence and location of all underground utilities, mechanical and electrical system and other conditions that may affect the work. Furnish information of local utility companies to the Designer if it is necessary to adjust, move, or relocate existing utility Structures, utility poles, electrical power lines, services, or other utility appurtenances affected by construction.

**DISPUTE RESOLUTION**

In the event a dispute arises between the Designer/Owner and the Contractor that cannot be resolved by mutual negotiation, both parties agree prior to arbitration and/or litigation to endeavor to settle such disputes in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. A demand for mediation shall be filed in writing with the other party of the Agreement and with the American Arbitration Association. The demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event

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shall the demand for mediation be made after the date when institution or legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.