

Date: May 23, 2013

SUBJECT: Request for Quotation
Toilet Partition Replacement
Proposal No: 36059.23

MEMORANDUM TO PROSPECTIVE BIDDERS:

Please quote us your best price to furnish all labor and materials to provide and install new Engineered Plastics(HDPE) toilet partitions, Stainless Steel accessories and grab bars in the women's and men's room of the rest area service building as outlined in this proposal dated May 23, 2013 .

Facility: Highway Rest Area Service Building
Site: I -40 Duplin County
Location: 2655 West NC 24 Warsaw, N.C. 28398

Quotation Submittal Date: July 18, 2013 Time: 2:00 p.m.

Opening of quotations to be in: Division Three conference room at 2:00 pm July 18, 2013.

Send All Quotations Directly To:

N. C. Department of Transportation
Division of Highways
5501 Barbados Blvd.
Castle Hayne, NC 28429
Attn: Lloyd G. Royal Jr. PLS

**STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, NC**

QUOTATION FORM

Proposal No.: 36059.23 **Job:** **Toilet Partition Replacement**

Site: **I -40 Duplin County Rest Area Service Building**

Location: **2655 West NC 24 Warsaw, N.C. 28398**

Quotation: The Contractor is to furnish all labor and materials to provide and install new Engineered Plastics(HDPE) toilet partitions, Stainless Steel accessories and grab bars in the women's and men's room of the rest area service building as outlined in this proposal dated May 23, 2013 .

Lump Sum Price
\$ _____

EXECUTION OF PROPOSAL

In compliance with the foregoing request for quotations and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to perform all work in accordance with plans and specifications as dated _____ for the price quoted.

CONTRACTOR: _____ **ADDRESS:** _____

CITY AND STATE: _____
ZIP CODE: _____ **PHONE:** _____

BY: _____ **TITLE:** _____
(signature)

DATE:

(typed or printed name)

CONTRACTOR'S 9 DIGIT TAXPAYER IDENTIFICATION #

(Complete attached W-9 Form)

**STANDARD SPECIAL PROVISIONS
PAYER'S REQUEST
FOR TAXPAYER IDENTIFICATION**

FORM W-9

Pursuant to Internal Revenue Service Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. **If this number is not provided, you may be subject to a 31% withholding on each payment.** To avoid this 31% withholding and to insure the accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information **exactly as it appears on file with the IRS.**

Legal Business Name

Address

9 Digit Taxpayer Identification Number
Social Security Number

_____ Federal Employer Identification Number

Business Designation (Check one)

- | | |
|----------------------------------|---------------------------|
| _____ Individual | (Requires SSN) |
| _____ Sole Proprietorship | " |
| _____ Partnership | (Requires Federal Tax ID) |
| _____ Estate/Trust | " |
| _____ Corporation | " |
| _____ Public Service Corporation | " |
| _____ Governmental/Non-Profit | " |

Under penalties of perjury, I declare that I have examined this request and to the best of my knowledge and belief, it is true, correct and complete. I have

not been notified by the IRS that I am subject to backup withholding for failure to report income.

Name (Print or Type)

Title (Print of Type)

Signature

Date

Telephone Number

DATE: _____

PROPOSAL NUMBER: _____

**CONTRACTING AGENCY:
STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, NORTH CAROLINA**

ROADSIDE ENVIRONMENTAL UNIT

**PROJECT PROVISIONS
Toilet Partition Replacement
Highway Rest Areas**

General: The work covered by this contract shall consist of installing new floor mounted Engineered Plastic HDPE (compartments, stiles, doors, complete with brackets, overhead bracing, hardware, etc., furnish and install new toilet accessories, (tissue dispensers, grab bars, mirrors, trashcans etc.) as specified herein for the women's and men's room only in one building.

The existing toilet partitions and toilet accessories (toilet tissue dispensers, grab bars, etc.) are to be removed by the contractor and stored onsite that is approved by the Engineer.

Facility: Highway Rest Area
County: I -40 Duplin County
Location: 2655 West NC 24 Warsaw, N.C. 28398

ENGINEER: Reference to Engineer herein refers to Chief Engineer of Division of Highways, acting directly or through his duly authorized representatives. The Division Engineer of the Highway Division in which this project is located is as follows:

Ms. Karen Eason Fussell, P.E.
Highway Division Engineer
5501 Barbados Blvd.
Castle Hayne, NC 28429

Roadside Environmental Engineer
Mr. Joe Chance
803 Penderlea Highway, Burgaw 28425

QUOTATION SUBMITTAL DATE: July18,2013 TIME: 2:00 pm

CONTRACT COMPLETION DATE: The date of completion for this contract will be 30 days from the date of purchase order issue.

100-1

GENERAL CONDITIONS

General Instructions:

It is understood and agreed that by submitting a quote that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the work, and has satisfied themselves relative to the work to be performed.

Pre-construction Conference:

Upon award of contract to the lowest successful bidder, the Contractor is to attend a pre-construction meeting at the construction site with Division of Highways personnel (date and time to be announced) to discuss project details, site conditions and establish start-up date.

Final Construction Conference:

Upon completion of the contract, the Contractor and Division of Highways personnel shall conduct a joint on-site review of the completed construction before approval for payment is made to the Contractor.

Cooperation Between Contractors:

The Department reserves the right at any time to contract for and perform other or additional work on or near the work covered by the contract.

When separate or additional contracts are let within the limits of any one project, each Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Contractors working within the limits of the same project shall cooperate with each other.

Each Contractor shall conduct his operations in such a manner as to avoid damaging any work being performed by others or which has been completed by others.

Cleaning Up:

Before final acceptance of the toilet partitions, the Contractor shall completely clean the partitions, including floor and walls adjacent to installation, hardware, etc. and prepare the building for use by the Department of Transportation.

Guarantee and Warranties:

The Contractor shall furnish to the Engineer, prior to acceptance of the project, all standard instruction, warranties and guarantees from the manufacturers on all material and equipment used as specified herein or as directed by the Engineer.

110-1

GENERAL CONDITIONS

Shop Drawings:

Where required, the Contractor shall submit to the Engineer shop drawings and catalog cuts required for the work. Shop drawings and catalog cuts shall be submitted in sufficient time as to cause no delay to the work. The Engineer will review the shop drawings, noting desired corrections, comments, disapproval or approval and return to the Contractor.

Approval of shop drawings by the Engineer shall not be construed as relieving the Contractor from responsibility for compliance with terms or designs of the contract documents nor from responsibility for errors of any sort in the shop drawings, unless such lack of compliance or errors first have been called in writing to the attention of the Engineer by the Contractor.

Materials and Equipment:

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

The Contractor shall obtain written approval from the Engineer for the use of substitute materials claimed as equal to those specified. Such approvals must be obtained as soon after contract awards as possible and before materials are ordered. Applications for approvals shall be made by the Contractor and not by sub-contractors or supplier.

Codes and Standards:

The Contractor shall give all notice 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, the Contractor 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, the Contractor shall bear all costs arising therefrom.

Wherever reference is given to codes, or standard specifications, or other data published by regulating agencies or accepted organizations, including but not limited to the N. C. State Building Codes, Federal Specifications, ASTM Specifications, the

North Carolina Occupations Safety and Health Standards for the Construction Industry, N. C. Department of Labor, various Institute Specifications, and the like, it shall be understood that such reference is to the latest edition including addenda published prior to the date of the contract documents.

110-2

STANDARD SPECIAL PROVISIONS

INSURANCE

Before beginning construction, the Contractor shall obtain from an insurance company duly authorized to do business in North Carolina, insurance as follows:

- A. Workmen's Compensation - The Contractor shall take out and maintain during the life of this contract Workmen's Compensation Insurance for all of the Contractor's employees employed at the site(s) of the project and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees employed at the site(s) of the project, unless such employees are covered by the protection afforded by the Contractor.

- B. Public Liability and Property Damage - The Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect the Contractor and subcontractors performing work covered by this contract from claims for damage or property damages which may arise from construction under this contract, whether such construction is done by the Contractor 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:

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 an 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.

NOTE: Each Certificate of Insurance shall bear the provision that the policy cannot be cancelled, 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. The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance required before written approval is granted by the Owner.

NOTE: Proof of insurance, as described above, for the period of the contract, shall be furnished to the Engineer prior to beginning of construction.

120-2

STANDARD SPECIAL PROVISIONS

Liquidated Damages

The Contractor shall commence work to be performed under this contract on a date to be specified in written order from the Department and shall fully complete all work excluding testing hereunder within ninety (30) consecutive calendar days from the specified dates. For each day in excess of the above number of days, the Contractor shall pay the Department One Hundred Dollars (\$100.00) as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Department should the Contractor fail to complete this work within the time specified.

If the Contractor is delayed at anytime in the progress of work by any act or negligence of the Department, its employees or its separate contractor, by changes ordered in the work, or by any causes beyond the Contractor's control or by other causes deemed justifiable by Department, then the contract time shall be reasonable extended in a written order from the Department upon written request from the Contractor within ten days following the cause for the delay.

Invoice for Payment

No Partial payment will be made unless agreed to in advance. Payment will be made lump sum within thirty (30) consecutive days after acceptance of the work and the submission of two (2) copies of invoices which are to include the contract proposal number, and submission of contractors affidavit.

The Contractor's affidavit shall state: "This is to certify that all cost of materials, equipment, labor, and all else entering into the accomplishment of this contract, including payrolls, have been paid in full."

Shop drawings, submittals, insurance certificates, and upon completion and acceptance of the work, invoices, guarantees warranties and all other correspondence are to be sent to:

Karen Eason Fussell, P.E., Division Engineer
Attn: Joe Chance
Division of Highway
803 Penderlea Hwy
Burgaw, NC 28425

120-3

Proposal: 36059.23
NC 24 Duplin County

Date: May15,2013

ROADSIDE ENVIRONMENTAL UNIT
PROJECT SPECIAL PROVISIONS

Replacement of Rest Area Toilet Partitions
and Accessories

General: The work covered by this contract shall consist of furnishing and installing new floor-mounted, overhead braced Engineered Plastic (HDPE) toilet partitions, Engineered Plastic (HDPE) compartments (partitions and stiles), Engineered Plastic (HDPE) doors. Installation shall be complete with brackets, overhead bracing, hardware, etc. This work shall also include furnishing and installing new toilet accessories to include napkin disposal units, toilet tissue dispensers, and H/C grab bars by the Contractor.

The existing toilet compartments, hardware, etc. shall be removed by the contractor. Damaged tile, in walls and floors, which resulted from the original installation and removal of existing toilet compartments shall be repaired by the contractor.

GENERAL REQUIREMENTS:

1. All work shall be in accordance with applicable local and North Carolina Building Code requirements and regulations.
2. The Contractor's attention is directed to the fact that the rest area is open 24 hours, 7 days a week to the general public and that this work (toilet partition and accessories replacement) will be performed in such a manner so as to cause a minimum of inconvenience to the public using these facilities. The rest area will remain open by the Highway Engineer in order to accomplish this work and the Contractor is to perform the work in a timely manner. If the Contractor fails to complete this work in a timely manner, DOT will complete the work by others and charge the Contractor.

NOTE: Rest Area is to remain open and usable therefore the Contractor will be required to schedule work accordingly.

3. The Contractor shall notify the Engineer at least two weeks in advance of the day when work will begin, so arrangements can be made to have personnel available to make necessary inspections, approve work, materials/installation, close restrooms, etc.

4. The contractor shall use personnel who are skilled in this type of work and familiar with standard application procedures and the manufacturer's recommended methods of installation.

SHOP DRAWING AND SAMPLES:

Within 15 days after award of the contract and before any work is begun, the contractor shall submit shop drawings 4 copies showing partition layouts complete fabrication and installation details of compartment Engineered Plastic (HDPE) s, urinal screens, doors and toilet accessories for review and approval/disapproval. Show details of doors, hardware, braces, etc. Furnish one (1) sample of each item of hardware to the Engineer for approval. Two copies are to be returned to the Contractor with comments, approval, etc.

MATERIALS:

PLASTIC TOILET COMPARTMENTS

PART 1 – GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Water-closet compartments and urinal screens.
 - 2. Washroom Accessories.

1.02 SUBMITTALS

- A. Product Data.
- B. Shop Drawings.
- C. Panel Color Verification Samples: **Submit 6-inch-square samples of each panel finish type and color to be installed.**
- D. Manufacturer's Instructions.
- E. Maintenance Data.

1.03 QUALITY ASSURANCE

- A. Regulatory Requirements: Products and finished installations to be used by handicapped persons must comply with requirements of the NC State Building Code, Volume I-C, Accessibility Code, 2011 Edition.

1.04 COORDINATION

- A. Use manufacturer's instructions and data to determine anchorage requirements for panel systems. In a timely manner, distribute to affected installers of related work those system components and anchorage devices provided by panel manufacturer for incorporation into other work.

PART 2 – PRODUCTS

2.01 PANEL SYSTEMS

- A. Compartments: Provide compartments fabricated of partitions and erected using the following panel systems in replacement of existing:
 - 1. Solid plastic, floor-anchored and overhead-braced w/ full length wall brackets.
- B. Screen Systems: Provide screens erected using the following panel systems in replacement of existing:
 - 1. Solid plastic, floor-anchored and overhead-braced w/ full length wall brackets.

2.02 PANEL MATERIALS

- A. Solid Plastic:
 - 1. Panel material: High-density polyethylene or polypropylene, of homogeneous composition and color throughout. Minimum thickness of material 1 inch. Provide seamless panels with eased edges.
 - 2. Panel colors:
 - a. **“Scranton Products- Hiny Hiders brand Solid Plastic Partitions, EX texture, Color- Black**
 - 3. Hardware, Brackets, head rails, shoes, and accessories: Manufacturer’s standard styles. The following materials will be acceptable:
 - a. Aluminum or stainless steel.
 - 4. Manufacturers: Products of the following manufacturers, provided they comply with requirements of the contract documents, will be among those considered acceptable (colors shall match those specified):
 - a. **“Scranton Products- Hiny Hiders brand Solid Plastic Partitions, EX texture, Color- Black,**
or equal (must have similar texture to discourage marking and scratching)

2.03 ACCESSORIES

- A. General: Provide hardware and accessories as necessary to properly install panel systems indicated.
 - 1. Hinge: Self-closing, full piano style hinge; adjustable to permit door to rest at any angle.
 - 2. Latch for non-handicapped compartments: Surface-mounted slide latch type, with emergency access feature. Provide stop and keeper with rubber bumper.
 - 3. Latch for handicapped compartments: Surface-mounted sliding latch (for inner side of compartment doors), with emergency access feature, designed for use by handicapped persons.
 - 4. Door pulls for handicapped compartments (for inside and outer side of compartment doors): Suitable for use by handicapped persons.
 - 5. Combination coat hook with rubber bumper: Provide unit of sufficient length to prevent compartment door from striking installed toilet accessories.

6. Leveling-and-anchorage devices: Rust-resistant steel devices as recommended by panel manufacturer for installation of panels in conditions indicated.
7. Pilaster shoes: Stainless finish. Minimum shoe height: 3 inches.
8. Fasteners: Tamper-resistant rust-proof, exposed fasteners as recommended by panel manufacturer for installation of panels and hardware in conditions indicated. Finish to match hardware.
9. Overhead bracing: Antigrip headrail bracing fabricated from continuous extruded aluminum, clear anodized finish.
- 10.Brackets: All panels shall be mounted with continuous panel brackets Aluminum or Stainless Steel, and anchored to wall blocking.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Perform installation in accordance with manufacturer's instructions, except where more restrictive requirements are shown, specified, or are necessary for project conditions.
 1. **Toilet Paper Dispensers and Sanitary Napkin Disposals should be mounted on the door hinge side of the stall, far enough back so that the door does not hit the units when open.**

TOILET ACCESSORIES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 1. Grab bars
 2. Toilet Paper Dispenser
 3. Sanitary Napkin Disposal Units

1.02 SUBMITTALS

- A. Product Data.
- B. Shop Drawings.
- C. Manufacturer's Instructions.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. For each distinct type of toilet accessory, provide accessories fabricated by a single manufacturer.
- B. All model numbers specified are products of **Bradley Corporation***, **unless otherwise noted***.
- C. Only equivalent products of the following other manufacturers, provided they comply with requirements of the contract documents, will be considered acceptable:
 - 1. American Specialties, Inc.
 - 2. Bobrick Washroom Equipment, Inc.

2.02 TOILET ACCESSORIES- 5' x 5'-6" Handicapped Stall and 4' x 5'-6" Handicapped Stall (1 each per room)

- A. Grab Bars : To comply with NC State Building Code- Accessibility Section
 - 1. Basis of design: 42"- side wall- horizontal
 - a. Stainless steel, nonslip gripping surface and concealed mounting, **Bradex Model 832**, by **Bradley**.
 - 2. Basis of design: 18" –side wall- vertical
 - a. Stainless steel, nonslip gripping surface and concealed mounting, **Bradex Model 832**, by **Bradley**.
 - 3. Basis of design: 36" –back wall- horizontal
 - a. Stainless steel, nonslip gripping surface and concealed mounting, **Bradex Model 832**, by **Bradley**.

- B. Toilet Paper DispenserBasis of design: **Bradley Modal 5402**
 - a. Stainless Steel, surface mounted dual roll toilet tissue dispenser, holds up to 5" diameter standard core tissue rolls, extra roll drops in place.

- C. Surface Mounted Sanitary Napkin Disposal:
 - 1. Basis of design: **Bradley 4781-15**.
 - a. Stainless steel.
 - b. Serves 1 compartment

- D. Waste Receptacles:
 - 1. Basic Design: **Bradley Modal _334__ Recessed**
 - a. Stainless Steel
 - b. 18 guage door with piano hinge and tumbler lock keyed like other Bradley units.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Perform installation in accordance with manufacturer's instructions, except where more stringent requirements are shown or specified, and except where project conditions require extra precautions or provisions to ensure satisfactory performance of the work.
- B. Accessories Installed for Use by Handicapped Persons: Install in accordance with
the NC State Building Code, Volume I-C, Accessibility Code, 1999
Edition.

COMPENSATION FOR TOILET PARTITIONS AND ACCESSORIES

A. The work of furnishing materials and installing the Toilet Partitions and Accessories in the Rest Area Building in accordance with these specifications, completed and accepted, will be paid for at the contract lump sum price for the "Toilet Partition and Accessories Installation in the Rest Area Building". Such price and payment will be full compensation for all work of renovating the Rest Area Building including but not limited to furnishing all transportation, materials, labor, tools, equipment, fees and incidentals necessary to complete the work. Payment will be made under:

"Toilet Partition and Accessories Installation in the Rest Area Building Lump Sum