Procurement and Contracting Department
Raleigh – Durham Airport Authority
1000 Trade Drive
P.O. Box 80001
RDU Airport, NC 27623-0001

Request for Quotes (RFQ)

RFQ NO.	DESCRIPTION:	DUE DATE AND TIME:
554-RFQ22-1031	**Repair Damaged Fencing at Terminal 1 Commercial Curb**	**October 7 ,2022** **no later than 2:00pm EST**
CONTRACTS OFFICER: **Aprile King**	**E-MAIL:** **Aprile.King@rdu.com**	**PHONE:** **919-840-7723**

Notice to Offerors

Raleigh-Durham Airport Authority (the "**Authority**") issues this request for written quotations (**RFQ**) for the products and/or services listed herein. All offers are subject to the conditions identified and stated within. All written quotes will be received **no later than 2:00 pm EST on Friday, October 7, 2022** at the following email address: Aprile**.King@RDU.com**

Applicable requirements, forms, terms, and conditions are included in the attached **Appendices A**, **B**, **C**, and **D**. All Quotations are subject to rejection unless submitted according to these documents.

Instructions for Quotes

The Authority reserves the right to reject any or all bids or to award bid based on performance, delivery, quality and price, whichever is in the best interest of the Authority. Any exceptions taken to specifications must be noted.

The Authority reserves the right to accept any item or group of items on a multi-item bid. In addition, the Authority reserves the right to make partial, progressive, or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the requirements as to quantity, quality, delivery, service or other factors deemed by the Authority to be pertinent to the purchase in question.

Design and/or Manufacturer Requirement:
Goods/Materials are required to meet industry standards or as indicated in the detailed specifications.

Warranty Requirements:
At a minimum, the manufacturer's standard warranty shall be included in the proposal price.

'OR EQUAL' Interpretation:
It is the Bidder's responsibility to prove to the Authority that each proposed item is equal to the grade or quality of material specified. On all such bids, the Bidder shall indicate clearly the product (brand and catalog or model numbers) on which the proposal is based, and shall supply a sample and sufficient data to enable a comparison to be made by the Authority with the particular brand or manufacturer specified. Failure to submit the required information shall be grounds for rejection.

The Authority shall be the sole judge concerning the merits of the grade or quality of product specified.

Quality:
All components used to manufacture or construct any supplies, materials or equipment covered in this Request for Quotation shall be new (unless otherwise specified), the latest model, of the best quality and highest grade workmanship. Vehicles and/or equipment shall be equipped with such necessary equipment complying with the North Carolina law, but not including licensing. Materials must comply with all applicable Federal and State OSHA requirements in affect at the time this Request for Quotation is issued.

Work on Authority's Premises:
The Contractor/Vendor will ensure that its employees and agents shall, whenever on the Authority's premises, obey all instructions and directions issued by the Authority with respect to work on the Authority's premises. The Contractor agrees that its personnel and the personnel of its subcontractor(s) will comply with all rules, regulations and security procedures of the Authority when on the Authority's premises. The Contractor shall maintain a clean and safe job site at all times and is to restore all disturbed areas to their existing condition.

Delivery of Items:
All orders shall be shipped complete, and all at one time to the Authority. No partial shipments of items are allowed.

Submission of Quotes:
This bid/quote form, price quote sheets, specifications and applicable MWSB forms are to be submitted via email to:

Aprile King
Procurement Department
Raleigh – Durham Airport Authority
Email: Aprile.King@rdu.com

Questions
Questions concerning the RFQ requirements must be submitted in writing via email no later than Friday, September 30 2022 at 4:00pm. They must be e-mailed to Aprile.king@rdu.com All questions submitted in writing will be answered in the form of an addendum to this RFQ, and emailed to the potential bidders. Questions will not be accepted that are received after the date and time indicated for questions.

This informal RFQ does not require a public opening of bids.

Confidential Information:
As provided by N.C. Gen. Stat. §132-1.2, the Authority will consider keeping trade secrets which the offeror does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "**CONFIDENTIAL**" by the vendor. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret or confidential, the determination of whether it is or not will be made pursuant the provisions of the statute cited above.

The vendor shall treat all work product and any other information or knowledge, related to the specifications and/or scope of services, in any form whatsoever, as confidential information and shall not disclose or make same available to any third party without the Authority's advance written consent. Third party means any person or entity other than the Authority or the bidder and includes without limitation any governmental unit, private enterprise or individual.

Taxes:

a. Federal: The Authority is exempt from Federal Taxes, such as excise and transportation. Exemption is claimed under Registry No. 56-70-0047K as provided by Chapter 23 of the Internal Revenue Code.

b. Other: Prices offered shall not include any applicable North Carolina and County sales and use taxes but shall be added to invoices as separate item.

Shipments: All shipments shall be F.O.B. destination point, freight prepaid.

APPENDIX A
SCOPE OF WORK / SPECIFICATION REQUIREMENTS

- Remove damaged fencing at Terminal 1 commercial curb and replace with a new one.

- New fence is to match the existing fence.

1. **EXISTING FENCING IS: AMETCO BLOCKADE DESIGN FENCING 2 7/16" X 5 3/16" MESH

2. **ELECTRO-FORGE WELDED STEEL FENCING WITH A 1 3/16" X 5/32" MAIN BAR AND A 1/4" ROUND CROSS BAR. GALVANIZED AND POWDER COATED, COLOR TO MATCH EXISTING. See attachment

- Work to be done during normal working hours.

- Any traffic or pedestrian control is the responsibility of the contractor. Coordinate with RDU Rep.

- Site is to be cleaned **daily and kept free of debris**.

- Temporary fencing to be installed between the time of demolition and installation.

- Date of start/completion should be listed in bid packet.

- All costs including taxes, labor ,etc. should be listed in bid packet.

- Site visits are scheduled (**but are not mandatory**) in case any supplier who would like to come on site. **Please confirm day and time you will visit, and you will receive further instructions.**

  1-Wednesday, September 28 2022@ 9am
  2-Thursday, September 29 2022 @ 9am

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APPENIX B
BID/QUOTE FORM

RFQ 554-RFQ22-1031- **Repair Damaged Fencing At Terminal 1 Commercial Curb**

#	Description	Unit Price	Extended Price
1	**Repair Damaged Fencing At Terminal 1 Commercial Curb**		
2			
3			
4			
5			
		Subtotal	
		Taxes (Wake County)	
		Grand Total	

Failure to execute/sign quote prior to submittal shall render quote invalid. Late quotes are not acceptable. Your signature below also confirms that your company agrees to and accept RDU's Standard Purchase Order Terms and Conditions (Appendix E below and link provided: http://www.rdu.com/wp-content/uploads/2019/07/PO-terms-and-conditions-RDUAA_Purchasing_TermsConditions-v06-2019.pdf) and will accept RDU's Purchase Order document governed by the Standard Terms and Conditions provided.

****THIS FORM SHALL BE COMPLETED, SIGNED and RETURNED****

Company Name: _____

Print Name: _____

Print Title: _____

Authorized Signature: _____

Date: _____

Email Address: _____

Phone Number: _____

This quote is valid for 180 calendar days from the due date & time of this RFQ.

APPENDIX C

MINORITY AND WOMEN-OWNED SMALL BUSINESS (MWSB) PROGRAM

It is the policy of the Authority that neither the Authority, its contractors, service providers, subcontractors nor vendors, shall discriminate on the basis of race, color, religion, national origin, or gender in the award and performance of contracts, subcontracts and purchases. The Authority awards contracts without regard to race, religion, color, creed, national origin, gender, age or handicapping condition.

The Authority has established a Minority and Women-Owned Small Business Program ("**MWSB Program**") to encourage equal opportunity for MWSBs to compete for employment as contractors, subcontractors, suppliers and service providers. It is also the Authority's policy to remove barriers which may exist for MWSBs to compete for contracts, subcontracts and procurement awarded by the Authority. Additional information concerning the Authority's MWSB Program may be found on the internet at https://www.rdu.com/do-business-with-rdu/small-businesses/.

A. Minority and Women-Owned Small Business Program

A Minority or Women-Owned Small Business (MWSB) is a firm which has been certified by an approved agency to meet the following criteria: A small business, as defined by the Small Business Administration size standards, that is at least fifty-one percent (51%) owned, and controlled by one or more socially and economically disadvantaged individuals. The following individuals are presumed to be socially and economically disadvantaged: Black Americans; Hispanic Americans; Asian Americans; Native Americans; and Women. Contractors which are not owned by members of these groups may not be utilized to achieve MWSB Goals in Authority contracts.

B. MWSB Goals

The MWSB Goals for MWSB participation on this RFQ represent the total dollars that will be spent with MWSBs as a percentage of the total contract amount, including any amendments, change orders, and/or contingency. The MWSB Goals are as follows:

- **MB Goal: The goal for minority-owned business (MB) participation is 5%**
- **WB Goal: The goal for woman-owned business (WB) participation is 5%**

MWSB firms and small businesses are encouraged to respond to this solicitation.

C. MWSB Program Provisions

All Contractors shall agree by the submission of a quote via this RFQ that MWSBs have the maximum opportunity to participate in the performance of contracts and subcontracts. All Contractors are hereby notified that failure to carry out the obligations of the MWSB Program may constitute a breach of contract, and the Authority will take any and all actions permitted by law to ensure compliance by all Contractors engaged by it.

The Authority maintains a list of registered MWSBs at www.rdu.com/mwsbdirectory. Links to the NCDOT and HUB directories are available on the Authority's Small Business Program website (https://www.rdu.com/do-business-with-rdu/small-businesses/). Prospective proposers are encouraged to inspect these databases to assist in locating firms for MWSB participation. Proof of certification must be included in the response when submitted to the Authority.

Questions concerning the MWSB Program can be addressed to the Authority's Director of Small Business Programs, Ms. Thiané Carter via e-mail at thiane.carter@rdu.com or via telephone at (919) 840-7712.

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MWSB AFFIDAVIT

A. Authorized Representative

I HEREBY AFFIRM THAT:

I am the [title] _____ and the duly authorized representative of [Business Name] _____ (the Business) and that I possess the legal authority to make this statement on behalf of myself and the Business for which I am acting.

B. Affirmation Regarding MWSB Program Acknowledgement and Compliance

I FURTHER AFFIRM THAT:

I am aware of and intend to comply with the Authority's Minority and Women-Owned Small Business (MWSB) Program. As such [check one]:

_____ The Business is certified as a woman- or minority-owned small business by an accepted agency as described in the MWSB Program document. Therefore, the Business will achieve the MWSB goals as described in the solicitation. (Attach proof certification)

_____ The Business is not certified as a woman- or minority-owned small business, and therefore will not meet the MWSB goals as described in the solicitation. However, the bidder acknowledges the MWSB policy and has made good faith efforts towards the inclusion of MWSB firms in this solicitation. If it should become necessary to subcontract some portion of the work at a later date or obtain materials or services in conjunction with this solicitation, the bidder will notify the Authority and institute good faith efforts to comply with all requirements of the MWSB program in providing equal opportunities to MWSBs.

I DO SOLEMNLY DECLARE THAT THE CONTENTS OF THIS STATEMENT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE INFORMATION AND BELIEF.

Signature: _____ Date: _____

Print Name and Title of Authorized Representative: _____

RFQ Number: 554-RFQ22-1031
RFQ Title: Repair Damaged Fencing At Terminal 1 Commercial Curb

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Appendix D
FEDERAL AVIATION AITHORITY (FAA) SOLICITATION REQUIREMENTS

SECTION II A5. CIVIL RIGHTS – GENERAL

Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
This provision binds Contractor and its subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

SECTION III **A6. CIVILRIGHTS – TITLE VI ASSURANCE NOTE – CONTRACTOR must also include provisions in its subcontracts.**

Title VI Solicitation Notice:

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of the contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information,

Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Agreement, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to Contractor under the Agreement until Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

SECTION IV A20. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. *Contractor* must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. *Contractor* retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). *Contractor* must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

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Appendix D
RDU Purchase Order Terms and Conditions
http://www.rdu.com/wp-content/uploads/2019/07/PO-terms-and-conditions-RDUAA_Purchasing_TermsConditions-v06-2019.pdf

1. ACCEPTANCE – Contractor's acknowledgement of the terms of this purchase order (this "Order"), without timely express written objection, or Contractor's shipment or performance of any part of this Order, constitutes an agreement to all terms and conditions set forth or referenced herein and on the face of this Order and on any attachments hereto with respect to the purchase by Raleigh-Durham Airport Authority ("RDUAA") or the goods or services described on the face hereof (the "Goods" or the "Services"), and such terms and conditions, together with any other written agreement signed by Contractor and RDUAA's President and CEO that deals with the same subject matter as this Order, shall constitute the entire agreement between Contractor and RDUAA. This Order constitutes an offer by RDUAA and expressly limits acceptance to the terms and conditions stated herein. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgement, invoice or in any other communication from Contractor shall be deemed accepted by or binding on RDUAA. RDUAA hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of this Order, and such provisions are superseded by the terms and conditions stated herein, unless and until RDUAA authorized representative expressly assents, in writing, to such provisions. Notwithstanding anything to the contrary herein, if any of the terms or conditions of this Order conflict with or are inconsistent with any of the terms or conditions of a written agreement signed by Contractor and RDUAA that deals with the same subject matter of this Order, then the terms and conditions of the agreement shall control. Stenographic and clerical errors and omissions are subject to correction.

2. DEFAULT AND DELAYS IN DELIVERY – Time and rate of delivery are of the essence, except when delay is due to causes beyond the Contractor's reasonable control and without Contractor's fault or negligence. RDUAA may by written notice of default to Contractor (a) terminate the whole or any part of this Order in any one of the following circumstances: (1) if Contractor fails to make shipment of the Goods or fails to perform the Services within the time specified herein or any extension thereof; or (2) if Contractor fails to comply with the other terms and conditions of this Order, and (b) procure upon such terms as RDUAA shall deem appropriate, Goods or Services substantially similar to those so terminated, in which case Contractor shall continue performance of this Order to the extent not terminated and shall be liable to RDUAA for any excess costs for such similar Goods or Services and any expenses incurred in connection therewith.

3. PRICES – If Contractor's price to any other customer or the regular market price of any of the Goods or Services is lower than the price stated in this Order on the date of shipment of such Goods or the provision of Services, Contractor agrees to give RDUAA the benefit of such lower price. In no event shall Contractor's price be higher than the price last quoted or last charged to RDUAA unless otherwise agreed in writing. No charges for transportation or packaging are allowable unless such charges are included in this Order.

4. INVOICES AND PAYMENTS - Unless otherwise authorized by RDUAA, Contractor shall issue a separate original invoice for each delivery that shall include RDUAA's Order and/or contract number and line-item number. Contractor shall forward its invoice to the address specified by RDUAA (please email a copy of any invoice to RDUPayables@RDU.com). Unless freight or other charges are itemized, RDUAA may take any offered discount on the full amount of the invoice. Payment due date is Net 30 days and shall be computed from the later of the scheduled delivery date, the actual delivery date or the date of receipt of a correct invoice. Payment shall be deemed made on the date RDUAA's check is mailed or payment is otherwise tendered. Contractor shall promptly return to RDUAA any amounts paid in excess of amounts due Contractor.

5. QUANTITIES – Shipments must equal exact amounts ordered unless otherwise agreed in writing by RDUAA.

6. REJECTION – All Goods shall be received subject to RDUAA inspection. Goods/Services that are defective in workmanship or material or otherwise not in conformity with the requirements of the Order may be rejected and returned at Contractor's expense or may be accepted at an appropriate reduction in price. RDUAA may require Contractor to promptly replace such Goods/Services and, if Contractor fails to promptly replace such Goods, RDUAA may contract with a third party to replace such Goods/Services and charge Contractor the additional cost.

7. WARRANTIES – Contractor warrants that all Goods delivered and all Services performed hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by RDUAA for the Goods/Services and shall run to RDUAA, its customers and any user of the Goods/Services. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. Warranty periods shall not begin prior to acceptance of Goods/Services by RDUAA.

8. REMEDIES FOR BREACH OF WARRANTY – In addition to its right to reject nonconforming Goods/Services, RDUAA shall be entitled to all rights and remedies provided by the Uniform Commercial Code, Chapter 25 of the NC General Statutes, for breach of express warranties and implied warranties of merchantability or fitness for a particular purpose, including but not limited to consequential and incidental damages.

9. TERMINATION –In addition to all of the other rights which RDUAA may have to cancel this Order, RDUAA shall have the further right, without assigning any reason therefore, to terminate any work hereunder, in whole or in part, at any time. If the termination is not due to Contractor's breach of its obligations: (a) RDUAA will pay the Order price for all Goods and Services completed in accordance with this Order prior to the date of termination unless said Goods are part of Contractor's standard commercial product;, and (b) RDUAA will pay an equitable proportion of the Order price for Goods in process and for all materials acquired for the purpose of fulfilling this Order which Contractor is unable to cancel, return or otherwise use in its operations. RDUAA will not be liable to Contractor for any costs for completed Goods or Services, Goods or Services in process or materials acquired or contracted for, if such costs were incurred prior to the date of this Order. Cancellation charges shall be subject to RDUAA audit.

10. RISK OF LOSS – Contractor shall have the risk of loss of and damage to the Goods subject to this Order until such Goods are delivered to the destination and accepted by RDUAA.

11. CHANGES – RDUAA may at any time, by written notice, make changes, within the general scope of this Order, in the Goods, Services, specifications, designs, drawings, quantity ordered, methods of shipment, packaging, or place or time of delivery. If any such change causes an increase or decrease in the cost of or the time required for the performance of any part of this Order, an equitable adjustment will be made in price or delivery schedule, or both as reflected in a signed, written change to this Order. Any claim by Contractor for an adjustment must be made in writing within thirty (30) days of the receipt of any such notice. Nothing contained herein shall relieve Contractor from proceeding without delay to perform this Order.

12. CONFIDENTIAL INFORMATION - (a) Contractor agrees that it will at all times hold in confidence all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by RDUAA to Contractor in connection herewith or procured, developed, produced, manufactured or fabricated by Contractor in connection with Contractor's performance hereunder (collectively, 'Information"). Contractor shall exercise the same degree of care to prevent disclosure of any information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. Contractor shall not, without the prior written consent of RDUAA, reproduce any Information; nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of RDUAA hereunder. (b) Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to RDUAA in connection with the Goods or Services or other performance covered by this Order shall not, unless otherwise specifically agreed upon in writing by RDUAA, be deemed to be confidential or proprietary information and shall be acquired by RDUAA free from any restrictions.

13. INTELLECTUAL PROPERTY – Contractor agrees to indemnify, defend, and save RDUAA harmless from all liability, loss or expense, including costs of settlement and attorneys' fees, resulting from any claim that RDUAA's use, possession or sale of the Goods/Services infringes any copyright, patent or trademark or is a misappropriation of any trade secret. "Clickwrap" or "Clickthrough" type agreements or licenses shall not be

deemed accepted by or binding on RDUAA. Any product developed/produced for RDUAA becomes the property of RDUAA.

14. INDEMNIFICATION – In the event that any Goods or Services sold, delivered or performed hereunder shall be defective in any respect whatsoever, Contractor shall indemnify and save harmless RDUAA, its officers, employees and agents, from all loss or the payment of sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Goods and are contributed to be said condition. In the event Contractor, its employees, agents, subcontractors and or lower-tier subcontractors enter RDUAA premises in the performance of this Order, Contractor agrees that it will indemnify and hold harmless RDUAA, its officers, employees, and agents, from any loss, costs, damage, expense of liability by reason of property damage or personal injury of whatsoever nature or kind arising out of as a result of, or in connection with such entry. Contractor shall indemnify and hold harmless RDUAA, its officers, employees, and agents from any and all claims, demands, suits or actions, of any other nature whatsoever, including reasonable attorneys' fees, and expenses arising from claims related to Contractor's alleged negligent or willful act or omission of any specified, required or requested services.

15. COMPLIANCE WITH ALL LAWS – Contractor warrants, and it is a condition of this Order,that all its performance shall be in accordance with all applicable federal, state and local laws, regulations and orders, including, but not limited to: OSHA; environmental regulations, licenses or permits; and the Fair Labor Standards Act of 1938, as amended.

16. BANKRUPTCY – In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Contractor, the inability of Contractor to meet its debts as they become due or in the event of the appointment, with or without Contractor's consent, of an assignee for the benefit of creditors or of a receiver, then RDUAA shall be entitled, at its sole option, to cancel any unfilled part of this Order without any liability whatsoever.

17. GOVERNING LAW AND VENUE – This Order and the acceptance of it shall be a contract made in the State of North Carolina and governed by the laws thereof.

18. MEDIATION – In the event that a dispute arises out of or relates to this Order, or the breach thereof, which cannot be settled through negotiation, Contractor and RDUAA agree to try in good faith to settle the dispute by mediation using a certified mutually agreed upon mediator before resorting to litigation.

19. STRICT COMPLIANCE – RDUAA may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.

20. GENERAL PROVISIONS – RDUAA remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by Contractor hereunder, RDUAA shall be entitled to recover costs and reasonable attorneys' fees. Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Order, or delegate the performance of any of its obligations hereunder, without prior, express written consent from RDUAA.

21. FREIGHT ON BOARD – All shipments are U.S. F.O.B. Destination for domestic shipping or Incoterms DDP for international shipments.

22. TAXES – North Carolina Sales and Use tax applies to RDUAA purchases. RDUAA is exempt from Federal Excise Tax under Registry No. 56-70-0047K as provided by Chapter 23 of the Internal Revenue Code.

END OF RFQ

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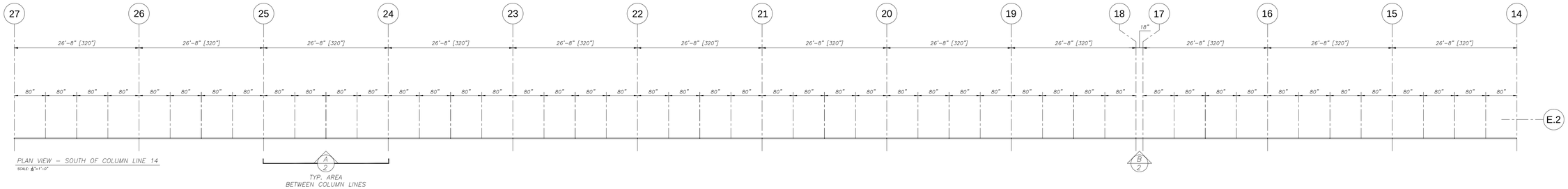
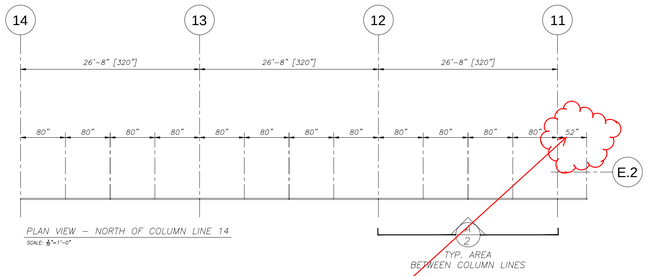
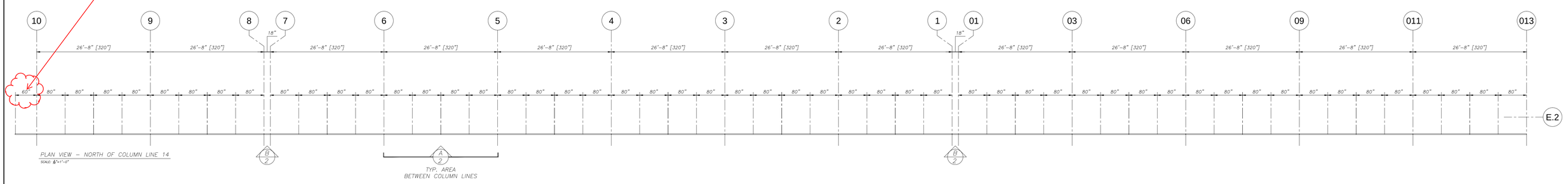


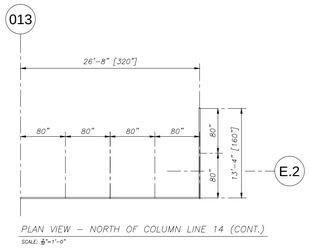


These dimensions to be verified in the field. End of each segment of the fence (vertical posts) to be aligned with the top of crosswalk pavement as shown in detail 5/ A8.400.

All dimensions are correct except as noted. Note that the commercial curb sidewalk slopes along the north-south axis. The fence will need to step at least twice to accommodate elevation changes. The 3" dimension off top of concrete will vary. Do not slope fence.

APPROVER:
PLEASE VERIFY OR
CORRECT ALL DIMENSIONS





DH Griffin-Balfour Beatty-RDU: A Joint Venture

- [x] Approved
- [ ] Revise and Resubmit
- [ ] Approved as Noted
- [ ] Rejected
- [ ] For Information Only

REVIEWED BY: *David Campbell*

SUBMITTAL: 028260-1.5.B-1R2

DATE: 06/25/2013

DH Griffin-Balfour Beatty-RDU is not responsible for any discrepancies between this submittal and the Contract Documents, nor for any dimension or quantity errors. Review of this submittal does not relieve the Subcontractor or Material Suppliers of their responsibility to comply with the Contract Documents.

custom color as specified: Westchester Gray, Sherwin Williams 2849

FENCING PROFILE: BLOCKADE

BOLTING: ■ STANDARD
□ SECURITY
□ _____

WHICH STANDARD COLOR

FINISH: ■ HOT DIP GALVANIZED
■ POWDER POLYESTER PAINTED
□ _____

COLOR: ----

☒ APPROVAL	06.21.13		REAPPROVAL
REAPPROVAL			REAPPROVAL
REAPPROVAL			FABRICATION

Ametco
P.O. BOX 1210
4326 HAMANN PARKWAY
WILLOUGHBY, OHIO 44096
PHONE (440) 951-4300

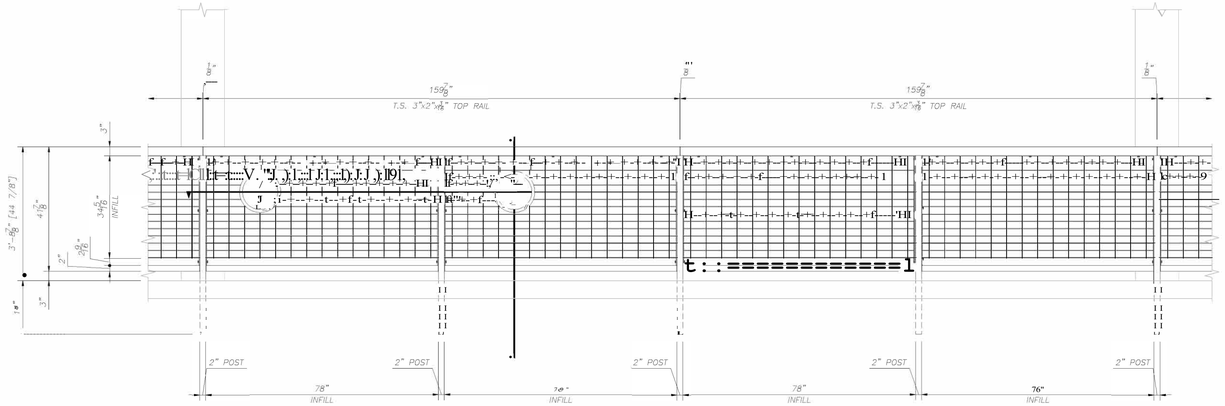
DESIGNER

HURRICANE FENCE COMPANY — CONTRACTOR

RALEIGH–DURHAM AIRPORT – TERMINAL 1

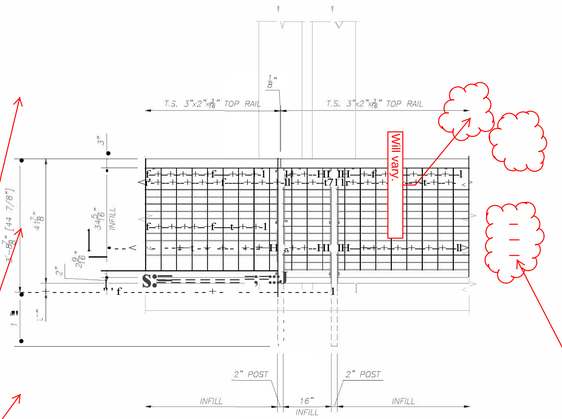
DRAWN BY JCM DATE 06.21.13
CHECKED BY _____ DATE _____
SCALE NOTED

CONTRACT No. H–99755
SHEET 1 OF 2



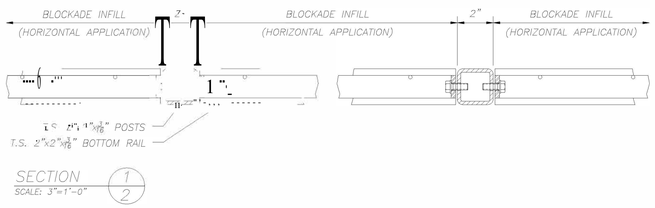
ELEVATION – TYP. A/2

SCALE: 1/2"=1'-0"



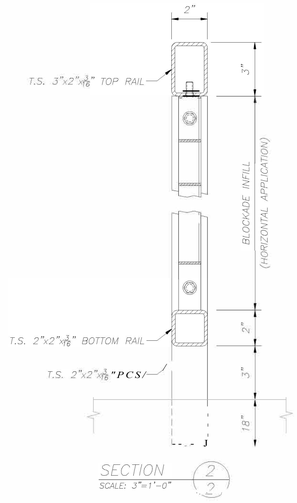
ELEVATION B/2

SCALE: 1/2"=1'-0"



SECTION 1/2

SCALE: 3"=1'-0"



SECTION 2/2

SCALE: 3"=1'-0"

Will vary.

Will vary.

Fence to be installed such that vertical bars are oriented to the drive lane (building side) of the commercial curb sidewalk.

Installation tolerance?

vertical bars should extend to bottom of infill panel; unclear what the bottom rail is in this drawing (the 2 9/16" dimension - the contract drawings show a 2" tube for the bottom rail of the assembly. It's unclear if this is a mistake or if there's another piece of the assembly that isn't called out in this drawing.

Contract drawings show the vertical bar extending all the way to the bottom of the infill panel, and a horizontal plate ending the panel on the very bottom. That is not shown correctly in this drawing.

1/ APPROVAL	06.21.13	REAPPROVAL	
REAPPROVAL		REAPPROVAL	
REAPPROVAL		FABRICATION	

metco
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DESIGNER

HURRICANE FENCE COMPANY — CONTRACTOR

RALEIGH-DURHAM AIRPORT - TERMINAL 1

DRAWN BY =JC=M___ DATE 06.21.13

CHECKED BY ____ DATE ____

SCALE NOTED

CONTRACT No H-99755

SHEET J_ OF J_

POLICE LINE
DUMP NO WASTE! DRAINS TO WATERWAYS
MADE IN USA
840.03

DO NOT CROSS
POLICE LINE DO NOT CROSS