



**INVITATION TO BID
Construction / Repair**

**Metropolitan Airport Authority
Of Rock Island County, Illinois**

ITB TITLE

**THERMOPLASTIC RUNWAY HOLD POSITION
MARKING REMOVAL AND INSTALLATION**

PURPOSE

The purpose of this ITB is to solicit sealed bids from responsive and responsible bidders to furnish labor, supervision, materials, tools, equipment, incidentals, and services including traffic control as necessary to complete the removal and installation of thermoplastic runway hold position markings on taxiways at the Quad Cities International Airport through December 31, 2025.

BID PACKETS

Available online at www.qcairport.com or at the airport administrative offices located in the west end of the airport terminal building at the address below.

**DEADLINE FOR
SUBMISSIONS**

**2:30 P.M. Central Time
Friday March 28, 2025**

Bid opening immediately following.
LATE, FAXED, ELECTRONIC MAIL OR UNSIGNED BIDS WILL BE
REJECTED

**SUBMIT BID TO THIS
ADDRESS**

QUAD CITIES INTERNATIONAL AIRPORT
2200 69TH AVE., SUITE 100
MOLINE, IL 61265

REQUIRED BID COPIES

Submit a total of (2) copies of your bid.

**VENDOR PRE-BID
CONFERENCE/TOUR**

There is no pre-bid meeting for the project.

**PLEASE DIRECT
ALL INQUIRES TO**

NAME	Mike Hixson
TITLE	Airfield Maintenance Supervisor
PHONE #	309-757-1745
FAX #	309-757-1515
EMAIL	mhixson@qcairport.com
WEB SITE	www.qcairport.com

THIS ITB IS COMPRISED OF:

Part 1 – General Guidelines & Information

Part 2 – Technical Requirements

Part 3 – Scope of Work, Schedule A

Part 4 – Required Bid Forms and Pricing
Proposal, Schedule B

Part 5 – Sample Contract/Agreement

RESPONSE CHECKLIST:

- Completed Bid Forms – Part 4
 - Price Proposal
 - Bid Cover Page/Affidavit
 - Reference Data Sheet
 - Statement of Qualifications
 - Prevailing Wage Certification
 - AIA A305 Form

- Evidence of Insurance – or proof of ability to obtain insurance.

DATE BID ISSUED: 3/14/25

Part 1

GENERAL GUIDELINES AND INFORMATION

1. Introduction:

The Metropolitan Airport Authority of Rock Island County, Illinois (MAA), owner and operator of the Quad Cities International Airport (Airport) invites and will accept sealed bids for the service outlined in Part 3, Scope of Work. The MAA intends to use the results of this process to award a contract(s) or issue a purchase order for related materials and services. The MAA is soliciting sealed bids for the removal and installation of thermoplastic runway hold position markings on taxiways at the Quad Cities International Airport (the Work) and all bids submitted shall remain valid through December 31, 2025.

2. Errors and Discrepancies:

Should those submitting bids find an error, discrepancy, ambiguity, or omission in the project documents or in this ITB prior to submittal of a bid, the bidder is obligated to contact the MAA with written notice of the error, discrepancy, ambiguity, or omission. The written notice shall identify the nature and location of the error, discrepancy, ambiguity, or omission.

3. Clarification/Questions:

Any questions concerning bid submission must be submitted in writing by mail, fax, or email at least **THREE WORKING DAYS** prior to the bid deadline. Requests submitted after that time **WILL NOT** be considered. All inquiries must be directed to the person indicated on the cover page.

4. Addendums:

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this ITB, revisions, amendments and/or supplements will be posted on the airport web site at www.qcairport.com. Those submitting bids are reminded to regularly monitor the web site for any such postings and must acknowledge the receipt/review of any addendum(s) on the bottom of the Signature Affidavit. The MAA reserves the right to incorporate any such addendum in a contract awarded as a result of this ITB. Verbal questions and responses provided by employees of the MAA at any time during this process are not binding and shall not become part of the resulting contract.

The MAA has the sole authority for modifications of the specifications and/or bids.

5. Bid Protest Procedure:

Those submitting bids and who may wish to file a protest concerning alleged improprieties in this solicitation must submit the protest in written format forty-eight (48) hours prior to the specified time of the bid opening. The formal written protest must identify the name of vendor contesting the solicitation, the project name, and the specific grounds for the protest. All determinations made by the MAA are final.

All correspondence should be sent to the contact listed on the cover sheet of this ITB.

6. Acceptance:

Bids shall remain fixed and valid for acceptance during the appropriate annual period through December 31, 2025, starting on the due date of the bid. The MAA also retains the right to accept or reject any or all bids and negotiate contract terms.

7. Site Conditions:

It shall be the responsibility of those submitting bids to investigate and survey all MAA sites/facilities prior to bidding in accordance with all policies and restrictions of the MAA regarding access to such sites/facilities. Before submitting a bid, each bidder shall carefully examine the project sites/facilities, the specifications and the contract documents, become fully informed of existing conditions, if applicable, and limitations of the project sites/facilities, rely entirely upon the bidder's own judgment in making the bid, and include in their bid all sums sufficient to provide all work required by the contract documents. After opening bids, no additional allowance will be made for changes in project scope and/or price due to work which would have been apparent by examination of the documents and sites. Those submitting bids shall be held to represent that he had made the examination in complete detail and has determined beyond doubt that the documents and existing conditions are sufficient, adequate and satisfactory for the completion of the work based on the bid.

8. Withdrawal of Bids:

Those submitting bids may withdraw a bid in writing, at any time up to the due date and time. The written request must be signed by an authorized representative of those submitting bids and submitted to the MAA. If a previously submitted bid is withdrawn before the due date and time, another bid may be submitted **at any time up to the due date and time**. Following the due date and time, a bid may not be withdrawn unless authorized by the MAA's Board of Commissioners.

9. Preliminary Evaluation

Sealed bids must be submitted on the attached bid forms. The bid will be reviewed initially to determine responsiveness. The MAA will consider the information provided and the quality of that information when evaluating each bid, and the MAA reserves the right to reject or reflect any failure or deficiency in the bid during the evaluation.

10. Proven Experience/Qualifications:

Information submitted with bids shall include certification of relevant experience or meet the requirement of this specification to be eligible for contract award.

11. Award:

Written Notice of Award will be mailed or delivered to the address shown on the bid and will be considered sufficient notice of acceptance of bid.

The MAA will award the Work to the lowest responsive and responsible bid submission. In determining if a bid submission is responsive and responsible, the MAA will consider criteria in Part 2 – Technical Requirements, such as, but not limited, to past performance, service reputation, service capability, quality of staff or services, customer satisfaction, references, the extent to which the staff or services meet the MAA's needs,

past relationship with the MAA, total unit price based on provided estimated quantities, fleet continuity and any other relevant criteria pertaining to those submitting bids listed elsewhere in this solicitation. The MAA may consider any other information provided by those submitting a bid or opt to establish alternate selection criteria to protect its best interest or meet performance and/or operational standards.

The MAA reserves the right to accept or reject any/or all bids, waive any requirement, or award a contract on such basis deemed to be in the MAA's best interest. The MAA reserves the right to reduce the scope of services during the term of the contract.

12. Project/Contract Administration:

The MAA will be responsible for coordinating, monitoring, and administering the resulting service contract/purchase order. The MAA shall be responsible for notification of contract renewals/extensions. Any modifications to contracts/purchase orders shall be communicated by the MAA and mutually agreed upon.

13. Term

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall be in force for a period with an end date no later than December 31, 2025.

Contract extensions are not automatic. Performance history may be taken into consideration by the MAA's decision to continue this contract beyond the date noted above.

Anticipated contract start date: On or after April 22, 2025.

14. Additions to Contract:

The MAA reserves the right to add new items and locations at a price conforming to other like items in the contract. The MAA will provide quantity and any location for additional work.

When applicable, Contractor may be required to sign a MAA Service Agreement.

15. Project Labor Agreement:

Pursuant to the Illinois Project Labor Agreements Act, 30 ILCS 571/1, et seq., the MAA may require the execution of a separate Project Labor Agreement as a result of award to this ITB.

16. Contracting Assignment:

The Work and any part thereof shall not be subcontracted or assigned without prior written permission of the MAA. Subcontractors must abide by the same terms and conditions.

17. Termination:

Failure to fulfill the requirements for providing the specified services may result in the MAA canceling the services at their sole discretion at any time.

18. Satisfactory Work:

Any work found to be in any way defective or unsatisfactory shall be corrected at no cost to the MAA. The MAA also reserves the right to an equitable adjustment in pricing should the MAA have to procure additional services to correct the Work.

19. Pricing:

The price bid shall include all labor, materials, equipment, and other costs necessary to fully complete the services in accordance with specifications of this Invitation to Bid to include but not be limited to traffic control, concrete covering/tarpping, cleanup etc. Any costs related to overtime wages required as a result of the performance of work shall not be charged to the MAA.

All prices, costs, and conditions outlined in the bid shall remain fixed through each annual period. Each annual period will begin January 1 and cease December 31.

20. State Sale Tax/Federal Excise Tax: Bids should not include Federal Excise and Illinois Sales Taxes, as the MAA is exempt from payment of such taxes.

21. Payment Terms and Invoicing:

Payment: The MAA's normal payment terms are net 30 days.

Unless otherwise agreed, the MAA will pay properly submitted invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified.

Invoices shall be submitted monthly for services rendered. All invoices shall contain complete and accurate information.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order or contract. In no instance shall the invoice submitted be for more than is authorized by the MAA on the issued purchase order or contract.

NON-ALLOWED CHARGES. Other incidental or standard industry charges not identified herein, are not allowed. Miscellaneous service charges used to help pay various fluctuating current and future costs are not allowed. These include, but are not limited to, costs directly or indirectly related to the environment, energy issues, fuel charges, service and delivery of goods and services.

22. Applicable Law:

This ITB shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Illinois and Illinois Courts. The parties agree and covenant that for all purposes, including performance and execution of any future contract will be enforceable in Rock Island County, Illinois and that, if legal action is necessary , exclusive venue will lie in Rock Island County, Illinois.

23. Permits, Licenses:

The selected bid submission shall be required to obtain the necessary permits and licenses prior to performing any of the Work. Valid possession of appropriate required licenses are required will be kept in effect for the term of any future contract.

Those submitting bids must be financially responsible for obtaining all required permits and licenses to comply with pertinent regulations, municipal, county, State of Illinois and Federal laws, and shall assume liability for all applicable taxes.

24. Prevailing Wage:

All work shall be completed using prevailing wages in accordance with the Illinois Prevailing Wage Act and Federal Davis-Bacon and related Acts (**Complete the Prevailing Wage Bid Form**).

25. Insurance:

Those submitting bids are required to submit to the MAA a Certificate of Insurance and any requested endorsements prior to performing the Work. The current certificate must be on file with the MAA Administrative offices prior to working on airport premises and must remain in effect until expiration or termination of the service period.

The Metropolitan Airport Authority of Rock Island County, Illinois shall be named on all general commercial liability, automobile liability and umbrella/excess coverage policies as an additional insured by endorsement on a primary and noncontributory basis.

A current certificate of insurance is required to be kept on file (listing all policies) with the MAA Administrative Offices listing the **certificate holder** as:

1. METROPOLITAN AIRPORT AUTHORITY OF ROCK ISLAND COUNTY, ILLINOIS its boards, commissions, agents, officers, employees, and representatives
2200 69th Ave., Suite 100
Moline, IL 61265
2. METROPOLITAN AIRPORT AUTHORITY OF ROCK ISLAND COUNTY, Illinois its boards, commissions, agencies, officers, employees and representatives listed as **ADDITIONAL INSURED** on a primary and non-contributory basis with respect to liability coverage. A notation of this endorsement on the certificate is acceptable. Comprehensive General Liability minimum limit of \$5,000,000 per occurrence, and \$5,000,000 General Aggregate. Auto Liability for owned, non-owned and hired vehicles with a Combined Single Limit of \$1,000,000. Worker's Compensation coverage meeting the statutory requirements of the State of Illinois with a waiver of subrogation.
3. **30 Days written notice** (10 for non-payment of premium) to us as certificate holder from your insurer in the event of cancellation for any reason before the expiration date of your policy(ies).

Mail the certificate of insurance to:
Metropolitan Airport Authority of Rock Island County, Illinois
2200 69th Ave., Suite 100
Moline, IL 61265

Call (309)757-1745 with any questions. You may fax to (309)757-1515.

26. Inspection of Premises:

Those submitting bids may inspect site(s) prior to submission to determine all requirements associated with the project. Failure to do so will in no way relieve the

necessity of providing, without additional cost to the MAA, all necessary services that may be required to carry out the intent of any future contract. (Refer to schedule if any).

Pre-bid meetings, tours, or other site visits may be available. Refer to the cover sheet, Page 1, for details regarding times and locations.

27. Liability of Public Officials:

Those submitting bids acknowledge and agree that there shall be no personal liability upon the MAA's Board of Commissioners or authorized employees of the Board and MAA in carrying out any of the provisions of this ITB or in exercising any power or authority granted thereby.

28. Freedom of Information Act:

Those submitting bids acknowledge that, as an independent contractor of MAA, records in the possession related to the Work performed in connection with this ITB may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1, et seq. If awarded a contract as a result of this ITB, those submitting bids shall, at its own expenses, immediately provide the MAA with any such records requested in order to timely respond to any FOIA request received by the MAA. The MAA will review all such records to determine whether FOIA exemptions apply before disclosing the records. Refusal to provide a record that is the subject to a FOIA request and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes the MAA in any way, those submitting bids shall reimburse the MAA for all costs, including attorneys' fees, incurred by the MAA related to the FOIA request and records at issue. Requests for confidentiality relating to the bid must strictly conform with the requirements of FOIA.

Part 2

TECHNICAL REQUIREMENTS

Bids must be submitted on the attached ITB forms. The MAA reserves the right to accept or reject any and all Bids submitted and to accept such bids deemed to be in the best interest of the MAA. The bids will be reviewed initially to determine if technical requirements are met.

1. Proven Experience/Qualifications:

Those submitting bids shall provide information with their proposal that will certify that they are experienced with or meet the requirement of this specification to be eligible for a contract award. Specifically, evidence shall be provided to establish:

- Continuously have owned and operated a firm engaged in contracting the removal and installation of thermoplastic markings for a period of no less than two (2) years;
- Have performed a minimum of five (5) projects of similar size and scope, including the date(s) when such work was performed, the name and address of the organization for which such work was performed, and contact information for the organization's contract administrator;
- Have not been involved in any litigation, arbitration or mediation matters in the last ten (10) years related to performance of project specifications or quality of work. If so, those submitting bids shall provide the nature of any claims giving rise to such litigation, arbitration or mediation; and
- Organization and background including financial results for at least the past three (3) years. Confidential financial information may be submitted under separate cover and marked in accordance with the Illinois Freedom of Information Act, 5 ICLS 140/1, et seq.

2. Qualifications:

Those submitting bids shall have access to all necessary equipment and the organizational capacity and technical competence necessary to complete all specifications listed in the scope of services.

Those submitting bids shall maintain a permanent place of business. If requested, financial statements shall be provided to evidence adequate financial resources to complete the Work proposed, as well as all other work presently under contract.

3. References:

A minimum of three selected organizations may be contacted and/or visited to determine the quality of work performed and personnel assigned to any future contract. Complete Reference Data Sheet (Attachment)

Part 3

SCOPE OF WORK SCHEDULE A

1. General Scope of Work:

The MAA desires to solicit sealed bids for the removal and installation of thermoplastic marking on the taxiways at the Quad Cities International Airport matching the price schedule outlined in Part 4 of this ITB. The successful bid submission will provide services as requested through December 31, 2025, at the prices submitted in Part 4.

The Work listed shall be performed in a thorough and professional manner and in accordance with accepted industry methods and practices and all FAA Advisory Circulars. Additionally, the Work shall be in strict compliance with all local and state codes, ordinances, laws, and policies.

The price bid shall include all labor, materials, equipment, and other costs necessary to fully complete the services in accordance with specifications of this ITB to include but not limited to traffic control, concrete covering/tarpping, cleanup etc.

An adequate number of competent, properly trained personnel with sufficient supervision to provide the required services at all times are required. Those submitting bids shall provide all personnel with a complete set of specifications and schedules to ensure all required services are completed.

All tools and equipment shall be provided by those submitting bids and shall meet all applicable local, State and Federal Standards.

2. Technical Specifications:

Sites: Work will be performed on the taxiways and runways at the Quad Cities International Airport. The Authority will provide continuous escort on the airfield during the course of this work. The successful bidder will not be required to complete the badging or movement area driver training requirements.

Hours: Work may be accomplished during any hours determined necessary to complete the scope of work within any future contract dates. Any closure of pavement surfaces must be coordinated 72 hours in advance with the Authority.

Quantities: Quantities and measurements contained herein are estimates and shall not be used as official quantities for bidding and billing purposes. Those submitting bids are responsible to verify all measurement and quantities prior to bidding.

Hauling/Storage: Those submitting bids are responsible for hauling and removal of all waste and excess material. Material shall be hauled off Airport property unless otherwise specified.

Traffic Control: The Authority will provide the necessary runway closure markings and barricades to complete this work. Pedestrians shall be physically prevented from inadvertent entry into the work area by the use of barricades and signage. For work areas requiring

parking spaces to be vacated, signage shall be posted to restrict parking in those areas for a minimum of two weeks and a maximum of four weeks prior to the start of the Work.

Damage: Those submitting bids shall be responsible for damage to Airport property and property of the users of Airport facilities including personal vehicles parked within the facility and all vehicles and equipment used by tenants, vendors, and other entities conducting business with the Airport or otherwise present on Airport property. Those submitting bids shall notify MAA of damage immediately.

3. Additional Airport Requirements:

This project must comply with all codes, standards, regulations, and workers' safety rules that are administered by federal agencies (HUD, EPA, OSHA, and DOT), state agencies (State OSHA, DNR, and DCH), and any other local regulations and standards (i.e., building codes) that may apply.

Part 4

Submit With Bid

PRICE PROPOSAL
SCHEDULE B

NAME OF FIRM:	
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For the price(s) listed below, our firm hereby offers to provide services at the following locations in accordance with the Specifications, Schedule and Terms and Conditions of this Bid:

Those submitting bids must bid all items/locations.

Monthly invoices must be itemized and include location, date, and unit quantities completed.

Enter your bid prices in the charts below. List total prices for each item and the total based upon your verified project quantities.

<u>Description</u>	<u>Unit</u>	<u>Est. Quantity</u>	<u>Bid Price</u>
<u>TWY A10</u>			
RWY Hold Marking	SF	945	\$ _____
Enhanced Centerline	SF	525	\$ _____
Surface Paint Hold Sign	SF	295	\$ _____



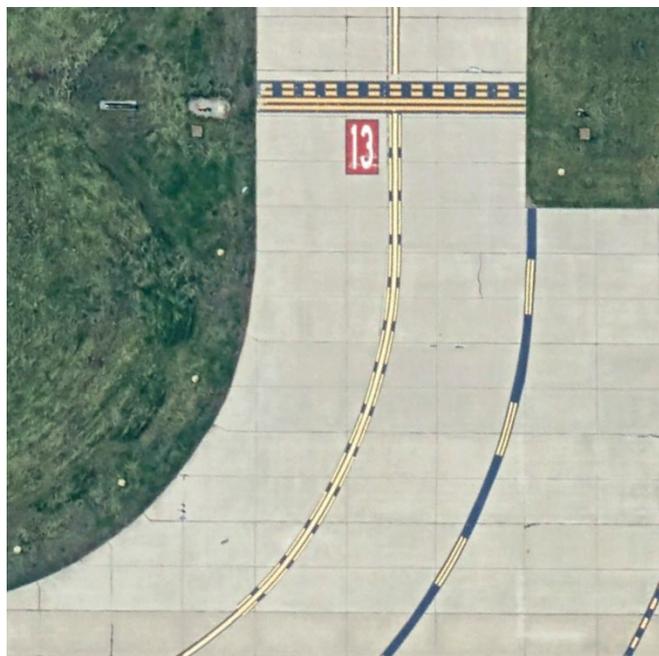
TWY A11

RWY Hold Marking	SF	819	\$ _____
Enhanced Centerline	SF	525	\$ _____
Surface Paint Hold Sign	SF	295	\$ _____



TWY F1

RWY Hold Marking	SF	675	\$ _____
Enhanced Centerline	SF	525	\$ _____
Surface Paint Hold Sign	SF	140	\$ _____



TWY M at RWY 13

RWY Hold Marking	SF	675	\$ _____
Surface Paint Hold Sign	SF	295	\$ _____



TWY N at RWY 27

RWY Hold Marking	SF	900	\$ _____
Enhanced Centerline	SF	525	\$ _____
Surface Paint Hold Sign	SF	140	\$ _____



TWY N at RWY 31

RWY Hold Marking	SF	945	\$ _____
Enhanced Centerline	SF	1,050	\$ _____
Surface Paint Hold Sign	SF	303	\$ _____



TOTAL \$ _____

Submit With Bid

COVER PAGE SIGNATURE AFFIDAVIT	
NAME OF FIRM:	

In signing this Bid, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other person, entity, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of the bid to any other person, entity, or competitor; that the above statement is accurate under penalty of perjury.

The undersigned further represents the following:

- Have read and thoroughly examined all project documents.
- Has a complete understanding of the terms and conditions required for the satisfactory performance of any future contract.
- Have found no errors, conflicts, ambiguities, or omissions in the project documents, except as previously submitted in writing to the MAA that would affect cost, progress or performance of the Work.
- Is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of any future contract and the Work.
- Have complied with all requirements of these instructions and the associated project documents.

The undersigned, submitting this bid, hereby agrees with all the terms, conditions, and specifications required by the MAA in this Invitation to Bid and declares that the attached Bid and pricing are in conformity therewith.

Signature

Title

Name (type or print

Date

- Addendums** -This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum # _____ Addendum # _____ Addendum # _____ Addendum # _____

Submit With Bid

REFERENCE DATA SHEET

NAME OF FIRM:	
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Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for three (3) or more installations with requirements similar to those included in this solicitation document. References may be checked at the MAA's discretion for bid evaluation purposes.

Company Name _____

Address (include ZIP) _____

Contact Person _____ Phone No: _____

_____ E-Mail: _____

Product(s) and/or Service(s) Used _____

Company Name _____

Address (include ZIP) _____

Contact Person _____ Phone No: _____

_____ E-Mail: _____

Product(s) and/or Service(s) Used _____

Company Name _____

Address (include ZIP) _____

Contact Person _____ Phone No: _____

_____ E-Mail: _____

Product(s) and/or Service(s) Used _____

Submit With Bid

STATEMENT OF QUALIFICATIONS / QUESTIONNAIRE

Furnish the following information about your firm's qualifications & experience in addition to the information provided in the accompanying Contractor's Qualification Statement. Provide detailed description information that will be used in the evaluation of this bid. Use the space provided to answer all questions. Attach additional sheets as necessary.

COMPANY NAME:		
Organization Type:	<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company
	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> General Partnership
	<input type="checkbox"/> Unincorporated Association	<input type="checkbox"/> Other
1.	Number of years of experience of the firm: _____ in providing similar services as specified in this solicitation.	
2.	Describe the general background and services provided by the firm. (Attach as many sheets as needed)	
3.	List the Professional Certifications currently held by the firm.	
4.	Qualifications: Furnish any other relevant written information which would indicate firm's capability to perform the services contained in this solicitation. (Attach as many sheets as needed)	
5.	Experience: Describe the previous experience of the firm with similar accounts services as specified in this solicitation. State all locations, and dates of operation; the types and size of facility. (Attach as many sheets as needed)	
6.	Describe the type of training program that personnel receive relative to the services required in this solicitation. (Attach as many sheets as needed)	
7.	Describe procedures to problem solve customer issues. (Attach as many sheets as needed)	

Submit With Bid

PREVAILING WAGE COMPLIANCE CERTIFICATION
(Corporate or LLC Contractor)

NAME OF FIRM:

The undersigned, for and on behalf of the contractor named herein, certifies as follows:

1. That they are an officer or duly authorized agent of the above-referenced vendor/contractor (the contractor).
2. The contractor has complied with all provision of the Illinois Prevailing Wage Act and federal Davis-Bacon and related Acts, and all rules and regulations therein, for the past five (5) years.
3. The contractor has reviewed the applicable prevailing wage law, including the Illinois Prevailing Wage Act, and federal Davis-Bacon Act.
4. The contractor will pay the applicable prevailing wage rates.
5. The contractor will strictly comply with applicable prevailing wage laws, including the reporting of certified payrolls to the Illinois Department of Labor.
6. The contractor has **not** been found by the Illinois Department of Labor to be in violation of the Illinois Prevailing Wage Act twice within the past three year period.
7. If the above answer is "NO," list the date(s) of the Department's finding of a violation:

Date Signed: _____

Officer or Authorized Agent

Business Name

TERMS & CONDITIONS OF PURCHASE ORDER
THE FOLLOWING TERMS AND CONDITIONS SHALL BE APPLICABLE TO THE METROPOLITAN AIRPORT AUTHORITY
OF ROCK ISLAND COUNTY, ILLINOIS OR QUAD CITIES INTERNATIONAL AIRPORT ("AUTHORITY") PURCHASE
ORDER:

- 1. CERTIFICATION.** Contractor represents and states that Contractor and its trustees, officers, agents or employees are not involved in and do not have knowledge of collusive activity pertaining to this Purchase Order or any goods, parts, equipment, materials, products, merchandise, substances or items (collectively referred to hereinafter as "goods") or services included herein.
- 2. ACCEPTANCE.** The bid shall be valid for a period of forty-five (45) days, and in the event the Authority accepts the proposal, the Purchase Order is entire agreement between the Authority and Contractor, and acceptance of this Purchase Order by acknowledgment or commencement of performance shall be unqualified except to which any further directions or specifications are included in a Scope of Work agreed upon by the Authority and Contractor and incorporated herein and qualify Contractor's performance hereunder. This Purchase Order and the Scope of Work, if any, shall be considered the Contract Documents and be used interchangeably with the term "Purchase Order" below. Additional or different terms proposed by contractor, or any provision in any form of acknowledgment used by contractor, other than that furnished by the Authority and attached to this Purchase Order, which modify, conflict with or contradict any term of this Purchase Order, are expressly not assented to and shall have no force and effect. To the extent this Purchase Order is construed as an acceptance, the Authority's acceptance is expressly conditioned upon Contractor's assent to any additional or different terms contained herein. If terms on this Purchase Order do not appear on or agree with Contractor's invoice, contractor agrees that the Authority may change the invoice to conform to this Purchase Order and make payment accordingly.
- 3. INCLUSIVITY.** It is the policy of the United States Department of Transportation ("DOT") that minority or disadvantaged business enterprises as defined in 49 CFR Part 23 ("DBEs") shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Purchase Order. Consequently, the DBE requirements of 49 CFR Part 23 apply to this Purchase Order. Contractor agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds provided for under this Purchase Order.
- 4. EQUAL OPPORTUNITY.** Contractor understands that the Authority in the operation and use of Airport facilities, is committed to an affirmative action program and will not, on the grounds of race, color, religion, sex, or national origin, discriminate or permit discrimination against any person or group of persons in the manner prohibited by Part 21 of the U.S. Department of Transportation Regulations. Contractor represents and warrants that it has an Affirmative Action Plan to the extent required to comply with the Federal rules and regulations of the Equal Employment Opportunity Commission and the Office of Federal Contract Compliance. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or termination; rate of pay or other forms of compensation; and selection for training. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.
- 5. PRICE.** The Authority shall not be billed at prices higher than stated on this Purchase Order unless otherwise agreed to in writing and signed by the Authority. Contractor represents that the prices charged for the goods or services covered by this Purchase Order are the lowest prices charged by Contractor to buyers in a class similar to the Authority under conditions similar to those specified in this Purchase Order and that prices comply with all applicable government regulations in effect at time of bid, sale or delivery. Contractor agrees that any price reduction made for goods or services after the placement of this Purchase Order will apply to this Purchase Order.
- 6. CHANGES.** The Authority reserves the right, at any time, to make changes in any one or more of the following without notice to any sureties or assigns: (a) goods to be furnished or services to be performed; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and (e) testing designations, specifications or designs. If any such change causes an increase or decrease in the cost of, or the time required, for performance of this Purchase Order, an equitable adjustment shall be made in the Purchase Order price or delivery schedule, or both. Any claim by Contractor for adjustment under this paragraph shall be deemed waived unless agreed in writing ten (10) days from receipt by contractor of the change. Price increases or extensions of time of delivery shall not be binding on the Authority unless evidenced by a written amendment to this Purchase Order issued and signed by the Authority.
- 7. SERVICES.** Contractor shall perform the services described in this Purchase Order. Contractor warrants that all services hereunder shall be performed in a workmanlike and conscientious manner and in compliance with applicable laws and regulations. Contractor shall comply with the reasonable instruction of the Project Manager if one is assigned, consistent with the character, sequence and timing generally described herein. Contractor shall perform all services utilizing the highest standards of workmanship and materials. Contractor shall maintain a sufficient staff to perform all Work in the most expeditious manner consistent with the interests of Owner. Contractor shall promptly notify Owner immediately in writing: (i) of any information required from Owner and necessary for Contractor to complete its Work in a timely manner; and (ii) of any services

requested by Owner that are not included in the Contract Documents. Contractor shall be solely responsible for means and methods selected in performing the services. Contractor shall supervise all work performed in connection with the services so that it is performed in a safe and expeditious manner. Contractor shall be solely responsible for the performance of its employees and its subcontractors' and suppliers' employees. Except as otherwise directed by Authority, all materials incorporated into the Work shall be new and of high quality. Contractor shall follow all manufacturer instructions and recommendations.

8. DIRECTION BY THE AUTHORITY. Contractor and Contractor's employees shall be subject to the general guidance of Authority Project Manager(s) (if applicable) designated herein or any successor. It is agreed that all of Contractor's employees are employees of Contractor and not of the Authority. The Authority shall have the right to require that Contractor reassign any of Contractor's employees assigned to the Authority's project. Contractor shall make the employee reassignment off of the Authority project as required.

9. COMPENSATION. In consideration of the goods and/or services to be provided by Contractor, the Authority shall pay contractor on the basis of, and in the amounts calculated in accordance with, the rates set forth in this Purchase Order. Compensation payable on a lump sum basis shall be payable in monthly installments proportionate to the amount of work completed. Compensation payable on an hourly basis shall be payable on a monthly basis in accordance with the hourly rates set forth herein. Acceptance of final payment by the Contractor shall constitute a waiver of claims by the Contractor, except those claims previously made in writing and identified by the Contractor as unsettled at the time of submitting its final invoice. No action or failure to act by the Owner or Contractor shall constitute a waiver of a right or duty afforded them under this Purchase Order, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically set forth in writing.

10. AUTOMATED CLEARING HOUSE (ACH) AND ELECTRONIC FUNDS TRANSFER (EFT). [Reserved.]

11. REIMBURSEMENT FOR EXPENSES. Unless expressly stated herein, the Authority shall not be responsible for reimbursing expenses incurred by Contractor or subcontractor(s). Where the Authority has expressly agreed to reimbursing expenses and to the extent that contractor incurs reimbursable expenses permitted by this Purchase Order, payment shall be made in accordance with and subject to the limitations stated in Authority's Reimbursement Policy, a copy of which will be attached if reimbursement of expenses is applicable.

12. EQUIPMENT AND SUPPLIES. Except as otherwise agreed in writing by the parties, Contractor shall supply the necessary equipment, tools, supplies, and other items ("equipment and supplies") necessary to perform the services or provide the goods. If Authority provides equipment and supplies, Contractor shall be responsible for the maintenance and security of such equipment and supplies and shall be responsible for any loss or damage caused by the negligence or misuse by contractor or contractor's employees. Contractor shall return all equipment and supplies supplied by Authority within twenty-four (24) hours after completion of its use.

13. CONTAINER REFUNDS. Where the goods or services provided include container deposits, Contractor agrees to refund to the Authority an amount equal to the price charged for any returned spools, reels, barrels, drums or any other type of containers upon return by the Authority or on its behalf by Contractor.

14. PACKING, TRANSPORTATION, ETC. Contractor shall pack, mark and ship all goods in accordance with the requirements of the common carrier(s) so as to secure the lowest transportation costs. No shipping costs shall be billed/charged to the Authority unless otherwise stated in this Purchase Order. No costs shall be charged for packaging, boxing or storing unless authorized by the Authority in writing. Contractor shall properly mark each package with the Authority's Purchase Order number and address. Where multiple packages comprise a single shipment, Contractor shall consecutively number each package. Purchase Order numbers and package numbers shall be shown on all packing slips, bills of lading, invoices and correspondence.

15. DELIVERY OF GOODS AND SERVICES. Time is of the essence in this Purchase Order and if rendering of services and delivery of goods is not made at such time and in such quantity as provided in this Purchase Order or in supplemental schedules furnished by the Authority, the Authority reserves the right, without liability and in addition to its other rights and remedies, to terminate this Purchase Order in whole or in part by notice effective when received by Contractor, for stated goods not yet shipped or services not yet rendered and to purchase substitute goods or services elsewhere and to charge Contractor with any loss incurred. Contractor agrees that the Authority may return all or part of any shipment so made, at Contractor's risk and expense, and may charge Contractor with any loss, expense or injury sustained as a result of such shipment. If at any time either party has reason to believe that delivery will not be made as scheduled in this Purchase Order, it shall immediately give written notice to the other and set forth the cause of the anticipated delay. Any goods shipped or received in advance of schedule or in excess of quantity ordered, may be returned by the Authority to Contractor at contractor's risk and expense. Any goods to be delivered or services to be rendered in installments under this Purchase Order shall not be construed as making the obligations of Contractor severable.

16. PREVAILING WAGES. The Contractor shall pay prevailing wages in accordance with and shall fully comply with all requirements of the Prevailing Wage Act, 820 ILCS 130/0.01, et seq. This Agreement calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is

performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates, and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All Contractors, Subcontractors, and sub-subcontractors rendering services under this Agreement must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

17. CASH ON DELIVERY (C.O.D.) SHIPMENTS. Shipments sent C.O.D. without the Authority's written consent will not be accepted and will be returned at Contractor's risk and expense.

18. INSPECTIONS AND CORRECTION OF WORK. All goods, equipment and services shall be subject to inspection and approval by the Authority. The Authority reserves the right to reject and refuse acceptance of goods, equipment or services which are not in accordance with the instructions, specifications, drawings, samples, data and/or descriptions specified or furnished or with Contractor's warranty (express or implied). The Authority may charge Contractor for the costs of inspecting goods, equipment or services rejected. Unacceptable work, whether the result of poor workmanship, nonconformity with the Purchase Order, use of defective material, damage through carelessness, or any other cause, found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner by Contractor at its expense. Receipt of or payment for any goods, equipment or services ordered hereunder shall not be deemed an acceptance thereof.

19. AUDIT POLICY. The Authority, or a representative of the Authority, reserves the right to audit Contractor and/or contractor's subcontractor performing the Purchase Order(s), and Contractor hereby agrees to fully cooperate with any reasonable request from the Authority relating to such audit.

20. TIME OF PERFORMANCE. The times of performance for the services under this Purchase Order shall be as specified herein. Contractor recognizes that the time of performance is a critical term and that "time is of the essence" under this Purchase Order. Failure to timely meet the required performance schedule may result in immediate termination of this Purchase Order by the Authority in addition to any other rights the Authority may exercise for Contractor's breach of contract or for other losses arising as a result of such failure. If by reason of act of God, winds, fires, landslides, floods, droughts, famines, insurrection, military action, sabotage, civil disturbances, explosions or failure of utilities, Contractor is unable to carry out its obligations herein contained, Contractor shall not be in default during the continuance of such inability, notwithstanding the above provisions. Contractor shall, however, remedy with all reasonable dispatch the cause or causes preventing contractor from carrying out its obligations hereunder.

21. WARRANTIES FOR GOODS. In addition to its standard warranty and/or service guarantee, Contractor warrants that all goods shipped are free from all defects and conform strictly and in all respects to the instructions, specifications, samples, data and/or other descriptions specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment of or for the goods and/or services by the Authority. Notification of breach of any such warranty may be given to Contractor at any time during the warranty period, and at the Authority's discretion. Contractor shall thereupon, at the Authority's sole option: (a) repair, replace, or cure the defective goods; or (b) agree to an equitable adjustment in the Purchase Order price.

22. WARRANTIES FOR SERVICES. All Work shall be of high quality and free of defect. Contractor shall promptly correct any defective Work. Payment by Owner for any Work later determined to be defective shall not relieve Contractor of its obligation to correct defective Work. Contractor hereby warrants that all Work is and shall remain free from defect for two years following completion, and upon notice by the Owner, Contractor shall promptly correct such defects appearing within said two-year period. This warranty is in addition to any warranties that may be required by the Contract Documents and by law, and this warranty does not abrogate or nullify any breach of contract claim or other causes of action Owner may have against Contractor.

23. INDEMNIFICATION AND INSURANCE. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work or in connection with products, materials or services supplied by Contractor, his agents, representatives, employees or subcontractors and maintained for a minimum of (1) year after contract completion. All coverage shall be placed with an insurance company duly licensed in the State where the project is located with an A.M. Best rating of A- or better. A. Minimum Scope and Limit of Insurance: Coverage shall be at least as broad as:

1. METROPOLITAN AIRPORT AUTHORITY OF ROCK ISLAND COUNTY, Illinois its boards, commissions, agencies, officers, employees and representatives listed as **ADDITIONAL INSURED** on a primary and non-contributory basis with respect to liability coverage. A notation of this endorsement on the certificate is acceptable.
2. Comprehensive General Liability minimum limit of \$5,000,000 per occurrence, and \$5,000,000 General Aggregate.
3. Auto Liability for owned, non-owned and hired vehicles with a Combined Single Limit of \$1,000,000.
4. Worker's Compensation coverage meeting the statutory requirements of the State of Illinois with a waiver of subrogation.

Contractor may achieve the required limits and coverages through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella policies result in the same or greater coverage as the coverages

required and in no event provide narrower coverage. To the fullest extent provided by law, Contractor shall include the Authority, its officers, officials and employees to be covered as additional insureds on all liability policies. The additional insured coverage shall be primary and non-contributory to any of the Authorities general liability and umbrella/excess insurance policies.

Contractor shall cause Contractor's insurance carrier(s) to provide the Authority with a minimum of thirty (30) days written notice (ten (10) for non-payment of premium) of cancellation of policies. Certificates of insurance and requested endorsements shall be provided to the Authority prior to commencement of any work and provided during the renewal period each year. Certificates should reflect the Authority, its officers, officials and employees as additional insured on a primary and noncontributory basis for all liability policies. A waiver of subrogation in favor of the Authority on all liability policies and Workers Compensation policy should also be reflected.

Contractor shall grant to the Authority a waiver of subrogation in favor of the Authority, its officers, officials and employees on all liability policies and Workers Compensation policy. Contractor agrees to obtain any endorsement necessary and provide a copy to the Authority.

To the fullest extent permitted by law Contractor shall indemnify and hold harmless the Authority, its officers, officials and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. In claims against any person or entity indemnified under this section by an employee of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

24. BONDS. The Contractor as principal shall furnish to the Owner as obligee bonds covering faithful performance of the Contract and payment of obligations arising from the Contract. The payment and performance bonds shall strictly comply with the Public Construction Bond Act, 30 ILCS 550/0.01, *et seq.* (the "Act"). The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. Each such surety shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, or similar agency.

If any provision of any bond purports to shorten the period of limitations and/or the period of repose as provided in Section 13-214 of the Code of Civil Procedure, 735 ILCS 5/13-214, or if any provision of any bond purports to shorten any other applicable statute of limitation or repose, such provision of such bond shall be null and void, but all other provisions of such bond shall remain enforceable. No surety shall assert solvency of its principal or its principal's denial of default as a defense to any claim under any bond furnished. If any surety shall make any assignment for the benefit of creditors or commit any act of bankruptcy, or is declared bankrupt, or if it shall file a voluntary petition in bankruptcy, or shall in the opinion of the Owner be insolvent, the Contractor shall immediately upon request by the Owner furnish and maintain other bonds satisfactory to the Owner. No further payment shall be due nor shall be made to Contractor until the new surety or sureties shall have met the Owner's qualifications. If at any time the Owner shall become reasonably dissatisfied with any surety, or for any other reason such bonds shall cease to be adequate security for the Owner, Contractor shall, within five (5) days after notice to do so, substitute acceptable bonds in such form and sum and signed by such other surety or sureties as may be reasonably satisfactory to the Owner. No further payment shall be deemed due nor shall be made to Contractor until the new surety or sureties shall have met the Owner's qualifications.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished. The Owner may furnish bonds to any person, at any time, without the consent of the Contractor.

25. PATENT WARRANTY AND INDEMNIFICATION. Contractor warrants that the sale or use of goods being purchased by the Authority herein, either alone or in combination with other goods, will not infringe or contribute to the infringement of any patents, trademarks or copyrights either in the United States or in foreign countries. Contractor agrees to defend, protect and save harmless the Authority, its successors, assigns, customers and users of its goods and those for who the Authority may act as an agent, against all suits at law or in equity, and from all damages and expenses resulting from claims and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of the sale or use of the goods covered hereby. The Authority reserves the right to control or participate in any such infringement action brought against it.

26. TITLE TO DRAWINGS, SPECIFICATIONS AND PROPRIETARY DATA. The Authority shall at all times have the title to all drawings, specifications, dies and other proprietary data furnished by the Authority to Contractor and intended for use in connection with this Purchase Order. Contractor shall not disclose such drawings, specifications, dies and other proprietary data to others. For purposes of this paragraph, "other proprietary data" includes, without limitation, all design, engineering and technical information whether patentable or not.

27. OWNERSHIP OF WORK PRODUCT. Contractor expressly acknowledges that all rights, title and interest to all work or work product including, but not limited to, all designs, trademarks, artwork, and subject matter capable of copyright developed or produced under this Purchase Order are the sole property of Authority. Any authorized representative of the Authority shall, at any reasonable time, have the right to inspect and examine such documents or copies thereof when the same are in the possession of, or at the office of, Contractor. Immediately upon completion of the work, all such original documents shall be delivered to the Authority.

- 28. CONFIDENTIALITY.** Other than to the Authority, its designated representatives, or as required by law, Contractor and its employees shall not disclose any nonpublic information obtained during the course of its work under this Purchase Order that relates to matters covered by the Purchaser Order or to the business of the Authority. This provision shall survive the termination of the Purchase Order.
- 29. DEFAULT.** Upon the happening of any one or more of the following events, the Authority shall have the unrestricted right to cancel and terminate this Purchase Order without cost or liability to the Authority: (1) Contractor's insolvency or inability to meet obligations as they become due; (2) filing of voluntary or involuntary petition of bankruptcy by or against Contractor; (3) institution of legal proceedings against Contractor by creditors or stockholders; (4) appointment of a receiver for Contractor by any court of competent jurisdiction. The acceptance of goods or performance after the occurrence of any of the events above enumerated shall not affect the right of the Authority to cancel its additional obligations.
- 30. TERMINATION.** The Authority may terminate this Purchase Order or any project to be performed hereunder for any reason at any time with advance written notice to contractor. In the event of such termination, Contractor shall promptly surrender to the Authority all completed work and work in progress, and all materials, records and notes procured or produced pursuant to this Purchase Order. The Authority shall pay to Contractor the reasonable costs of expenses and services performed up to the date of termination, based upon the percentage of work then completed and Authority shall have no further liability to Contractor, including without limitation, no liability for lost profits. The Authority may terminate this Purchase Order or any project to be performed hereunder immediately, with or without notice, if Contractor defaults on any of its duties or obligations.
- 31. RESPONSIBILITY FOR WORK.** This Purchase Order may not be delegated or assigned by contractor without Authority's prior written consent and any delegation of duties or assignment of rights by Contractor is void unless Contractor has obtained the prior written consent of Authority, which consent may be withheld in the Authority's sole discretion. Contractor is responsible for completing the work. In the event that Contractor desires to subcontract some portions of the Purchase Order work, it shall submit a list of subcontractor(s) to the Authority for approval. The approval of subcontractor(s) by the Authority shall not directly or indirectly release or modify the responsibility of Contractor for the satisfactory and entire completion of the work under this Purchase Order, and each and every part and portion thereof.
- 32. NO PERSONAL LIABILITY.** No director, officer or employee of the Authority shall be charged personally, or held contractually liable by or to Contractor, under any term or provision of this Purchase Order or because of any event relating to the provision of goods and/or services, or because of their execution or approval of this Purchase Order or any amendment thereto.
- 33. WAIVER.** The failure of either party at any time to enforce any right or remedy available to it with respect to any breach or failure shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.
- 34. INVOICING.** Authority shall pay all amounts due and payable within thirty (30) days after submission of correct invoices and approval of the Authority Board (or consistent with Board policy, as applicable). Contractor shall, at its own expense, support its invoices with monthly summaries of contractor's employees' work reports if applicable to the requirements of the Purchase Order. The Authority maintains the right to require that Contractor submit signed copies of work reports for each contractor employee, including all statements of overtime and expense vouchers, if any. Contractor agrees that Authority may examine Contractor's records to the extent necessary to verify invoices.
- 35. TAXES.** Contractor agrees to pay and be responsible for all Federal, state and local income and payroll taxes and will file all required returns related to such taxes, contributions and payroll deductions.
- 36. SET-OFF.** The Authority shall have the right, at any time, to set-off any amount owing by Contractor to the Authority or any of its affiliated companies against any amount due and owing to Contractor.
- 37. ACCOUNTING RECORDS.** For a period of three (3) years after completion of the work, or for such longer period of time as may be required by applicable FAA regulations and negotiated with Contractor, the Authority shall have the right, upon reasonable notice to Contractor, to inspect and audit all of its books of account, records, and other documents pertaining to payment made or to be made pursuant to this Purchase Order, and Contractor shall make all such records, books, and other documents available at the place where these books and records are normally maintained; provided that all inspections and audits shall be conducted during normal business hours.
- 38. INDEPENDENT CONTRACTORS.** Contractor is an independent contractor. The Contractor shall be solely responsible for means and methods selected in performing the Work. Contractor shall supervise all work so that it is performed in a safe and expeditious manner. The Contractor shall ensure that its Work areas are safely maintained to protect against injury by passersby, which may include, among others, Owner personnel, students, and/or other contractors.
- 39. ASSIGNMENTS AND SUBCONTRACTOR PURCHASE ORDERS.** Contractor will not assign or transfer this Purchase Order nor subcontract this Purchase Order for furnishing of services and/or goods without the prior written approval of the Authority.

40. SECURITY AND SAFETY. Contractor and all Contractor's employees shall comply with Authority rules and regulations governing public conduct and the security, maintenance and safety of Authority facilities. Failure of Contractor's employees to abide by the rules and regulations of Authority may result in immediate termination of this Purchase Order.

41. COMPLIANCE WITH LAWS. The performance of any work related to goods or services pursuant to this Purchase Order is and shall be subject to and in compliance with all laws, rules, regulations, ordinances, proclamations, demands, directives, executive orders or other requirements of the federal, state and local governments and all subdivisions thereof which now govern or may hereafter govern the manufacture, sale or delivery of goods or services contemplated by this Purchase Order, including but not limited to, the provisions of the Fair Labor Standards Act of 1938, the Walsh-Healy Act, the Federal Food, Drug and Cosmetics Act, Title VII of the Civil Rights Act, the Illinois Human Rights Act, 775 ILCS 10/0.01 et seq., the Drug Free Workplace Act 30 ILCS 580.1 et seq. and any other applicable laws. Further, Contractor represents by the signing of this Purchase Order that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A)(4). Contractor shall further comply with the provisions of all federal, state and local laws, rules, regulations, etc. from which liability may accrue to Contractor or the Authority, including but not limited to Equal Opportunity and Affirmative Action provisions, the Americans with Disabilities Act, the Vietnam Veteran's Re-adjustment Act, Utilization of Minority Businesses, the Clean Air Act and Non-Segregated Facilities provisions. Contractor agrees to comply with all federal, state and local nondiscrimination, safety and health laws, rules, and regulations while on the Authority's premises. The failure to comply as provided herein constitutes a material breach of this Purchase Order.

42. INCORPORATION OF REGULATIONS. Contractor acknowledges and agrees that the services to be performed, or goods to be provided, under this Purchase Order are subject to all applicable Federal, state and local statutes, rules, regulations and assurances, including all such statutes, rules, regulations and assurances which may be prerequisite to or a condition of the Authority receiving any federal or state grant or loan or other government assistance. Contractor shall perform the services and/or provide the goods in compliance with such requirements including, without limitation, all applicable FAA requirements, including those requirements which may be referenced in this Purchase Order.

43. AIRPORT OPERATIONS, PUBLIC CONVENIENCE AND SAFETY. Contractor shall plan and perform all work without creating any unnecessary interruption of normal airport business. All necessary interruptions must be minimized, planned and approved by the Authority in advance. Contractor shall at all times conduct work so as to assure the least possible obstruction to use of the Airport including aviation, vehicular and pedestrian traffic. The safety and convenience of the general public and the protection of persons and property shall be provided for by Contractor and constitutes an essential element of the Purchase Order. Where necessary, Contractor shall provide and maintain safeguards, safety devices and protective equipment and take any other needed actions as may be necessary to protect the public and properly in connection with the work. The presence of barricades or lights provided and maintained by any party other than Contractor shall not relieve Contractor of this responsibility. Contractor shall be responsible for all damage or injury to property during the prosecution, resulting from any act, omission, neglect, or misconduct in any manner or method of executing the work, or at any time due to defective work or materials. Dust, mud, noise or other nuisance originating from Contractor's operations either inside or outside buildings shall be controlled by Contractor at the sole expense of Contractor. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work; or in consequence of the non-execution thereof by Contractor, Contractor shall restore such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed by the Project Manager (as applicable), or shall make good such damage or injury in an acceptable manner. All work associated with said restoration shall be at no additional cost to the Authority.

44. BUSINESS ETHICS. During the course of pursuing the Purchase Order with Authority and while performing work in accordance with this Purchase Order, contractor agrees to avoid any real or apparent impropriety or conflict of interest which could be construed to have an adverse impact on the dealing with the Authority. Contractor will take reasonable actions to prevent any actions or conditions that could result in a conflict with Authority's best interests. Contractor will permit interviews of employees, reviews and audits of accounting or other records by authority's representative (s) to evaluate compliance with the business ethics' standards. Such review and audits will encompass all dealings and activities of Contractor's employees, agents, representatives, vendors, subcontractors and other third parties paid by Contractor in their relations with Authority's current or former employees and their relatives.

45. DISPUTES AND REMEDIES. Governing Law and Dispute Resolution Jurisdiction; Venue. This Purchase Order shall be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Authority and Contractor that arises from or relates to this Purchase Order shall be brought and conducted in accordance with the Dispute Resolution process hereinafter described.

46. CLAIMS RESOLUTION DESIGNEE. The parties agree Authority, at its option and at its expense, may utilize a person selected by Authority (hereinafter referred to as "Claims Resolution Designee" or "CRD") for deciding claims, disputes and other matters in question arising out of or relating to this Purchase Order. Matters assigned to the CRD by Authority shall, after initial decision by the CRD, be regarded as final decisions, subject only to direct negotiation, mediation and binding dispute resolution as otherwise provided in this Purchase Order, with the parties recognizing that mediation is a condition precedent to binding dispute resolution.

47. MECHANICS LIEN. If a claim, dispute or other matter, in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

48. DIRECT NEGOTIATION. Except as otherwise expressly set forth above – when Authority opts to utilize a Claims Resolution Designee, or “CRD”, the parties agree to attempt to negotiate all disputes by direct negotiations between the principals of the respective parties. If the principals of the respective parties are unable to resolve a dispute within fourteen (14) days following receipt of a demand by either party, then the parties shall endeavor to resolve disputes by mediation. In instances where mediation is the next step in the process of resolving disputes, such mediation shall be administered by the American Arbitration Association/Mediation Procedures in effect on the date of the Purchase Order, unless a different process is mutually agreed to in writing by both parties following the request for mediation. A request for mediation shall be made in writing, delivered to the other party to this Purchase Order, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 120 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Purchase Order, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. Notwithstanding anything within this Purchase Order to the contrary, Authority may, in its sole discretion, make an election in writing that the claim or dispute be determined in accordance with binding arbitration; provided, however, Authority’s election must be made and delivered to the other party to this Purchase Order within the 120 day mediation period hereinabove described.

49. ARBITRATION. If Authority has selected arbitration as the method for binding dispute resolution in the Purchase Order, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association Procedures in effect on the date of this Purchase Order. Demand for arbitration shall be made in writing, delivered to the other party to the Purchase Order, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

50. CONSOLIDATION OF CLAIMS. MAA, at its sole discretion, may consolidate an arbitration conducted under this Project Order with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

51. ADDITIONAL PARTIES. Any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

52. JURISDICTION AND VENUE. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Purchase Order shall be specifically enforceable under applicable law in any court having jurisdiction thereof unless otherwise agreed by Authority. Moline, Illinois, shall be deemed the dispute resolution location for CRD, mediation and arbitration activities, and Rock Island County as well, as the location for judicial proceedings, if any. CONTRACTOR, BY EXECUTION OF THIS PURCHASE ORDER, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

53. ENTIRE AGREEMENT. This Purchase Order, together with all attachments hereto, constitutes the entire agreement between the parties in respect to its subject matter and supersedes all prior and contemporaneous agreements between the parties in connection with the same subject matter.

54. PLACEMENT FEE. [Reserved.]

55. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS. During the performance of this Purchase Order, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to collectively as the "Contractor") agrees as follows: 1. Compliance with Regulations: Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract; 2. Non-discrimination: Contractor, with regard to the work performed by it during the contract, 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 Acts and the Regulations, including employment practices when the contract 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 Contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination 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 sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, 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 contract, the sponsor 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 contract 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 sponsor 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 sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.