



**JACKSON MUNICIPAL AIRPORT AUTHORITY**

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REQUEST FOR STATEMENTS OF QUALIFICATIONS  
FOR PAVEMENT MANAGEMENT PLAN  
AT THE  
HAWKINS FIELD AIRPORT  
BY THE JACKSON MUNICIPAL AIRPORT AUTHORITY  
JMAA PROJECT NUMBER 006-19  
MAY 1, 2019

Jackson Municipal Airport Authority  
100 International Drive, Suite 300 (39208)  
Post Office Box 98109  
Jackson, Mississippi 39298-8109  
Telephone No.: (601) 939-5631, ext. 616  
Facsimile No.: (601) 939-3713  
E-Mail: [rbyrd@jmaa.com](mailto:rbyrd@jmaa.com)  
Attention: Robin Byrd  
Manager, Procurement

**REQUEST FOR STATEMENTS OF QUALIFICATIONS  
AND EXPRESSIONS OF INTEREST  
FOR PAVMENT MANAGEMENT PLAN AT THE  
HAWKINS FIELD AIRPORT  
BY THE JACKSON MUNICIPAL AIRPORT AUTHORITY  
JMAA PROJECT NUMBER 006-19**

The Jackson Municipal Airport Authority ("JMAA") requests Statements of Qualifications and Expressions of Interest (each, a "Statement of Qualifications") to provide JMAA with a pavement management plan to implement the PMP (the "Services") to JMAA in connection with the HKS Pavement Management Plan Project, JMAA Project No. 006-19 at the Hawkins Field Airport ("HKS").

JMAA will receive Statement of Qualifications to perform the Services at JMAA's administrative offices, Suite 300, Main Terminal Building, Jackson-Medgar Wiley Evers International Airport, 100 International Drive, Jackson, Mississippi 39208, until **3:00 p.m. central time on Wednesday, June 19, 2019** (the "Deadline").

JMAA will not consider any Statement of Qualifications received after the Deadline for any reason whatsoever. Information for Respondents relating to this Request for Statement of Qualifications ("RFQ") is on file and open for public inspection at the offices of JMAA. The Information for Respondents contains a copy of the RFQ, General Information for Respondents, Information Required from Respondents, and Criteria for Selection.

Interested persons may obtain a copy of the Information for Respondents from JMAA by contacting Robin Byrd, JMAA Manager, Procurement, as follows:

Jackson Municipal Airport Authority  
100 International Drive, Suite 300 (39208)  
Post Office Box 98109  
Jackson, Mississippi 39298-8109  
Attention: Robin Byrd, Manager, Procurement  
Telephone No.: (601) 360-8616  
Facsimile No.: (601) 939-3713  
E-Mail: [rbyrd@jmaa.com](mailto:rbyrd@jmaa.com)

or from JMAA's website at <https://jmaa.com/corporate/partner-with-us/procurement/>

JMAA will hold a Pre-Submission Conference at 10:30 a.m. **central time on Thursday, May 15, 2019**, in the Community Room, 3<sup>rd</sup> Floor Mezzanine Level, at the Main Terminal Building at the Jackson-Medgar Wiley Evers International Airport, 100 International Drive, Jackson, MS 39208. Attendance at the Pre-Submission Conference is highly recommended for all those interested in submitting a Statement of Qualifications as a Prime Consultant for the work and persons seeking opportunities to provide work as a Sub-Consultant. The benefits of attendance include networking opportunities between Prime Consultant and Sub-Consultants, the opportunity to be on a list of contacts that will be published to interested parties as part of the minutes from the Pre-Submission Conference, and the opportunity to receive detailed scope

related information from the project owner.

Based on the Statement of Qualifications, JMAA will initiate negotiations with the Respondent ranked first on the list. If such negotiations fail to produce an agreement, in form and content, satisfactory to JMAA, within a reasonable period of time, then JMAA may reject the first-ranked Respondent.

In that event, JMAA will follow the same process with the other Respondents, in the order of their ranking, until a Respondent agrees to and enters into an agreement satisfactory to JMAA.

JMAA reserves the right to: (1) reject any and all Statement of Qualifications, for any reason, any time before execution of a contract with a Respondent selected by JMAA to perform the Services.

JMAA has established a DBE participation goal of **12%** for the Services solicited by this RFQ.

JACKSON MUNICIPAL AIRPORT AUTHORITY

**Publications:**

The Clarion-Ledger	MAY 1, 2019 and MAY 8, 2019
Rankin County News	MAY 1, 2019 and MAY 8, 2019
La Noticia MS	MAY 1, 2019 and MAY 8, 2019
The Jackson Advocate	MAY 1, 2019 and MAY 8, 2019
Mississippi Link	MAY 1, 2019 and MAY 8, 2019
Jackson Jambalaya	MAY 2, 2019

**Website Publications:**

Mississippi Procurement Technical Assistance Program      <http://www.mspsc.com>

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1. **GENERAL INFORMATION FOR RESPONDENTS**

- 1.1. Issuer: Jackson Municipal Airport Authority. The Jackson Municipal Airport Authority ("JMAA"), a municipal airport authority organized and existing under the Mississippi Airport Authorities Law, Section 61-3-1 et seq., Mississippi Code of 1972, as amended, is the issuer of this Request for Qualifications ("RFQ").
- 1.2. JMAA's Authorized Contact. JMAA's Contact for this RFQ is Robin Byrd, JMAA Manager, Procurement. All questions regarding this RFQ must be directed as follows:  
Jackson Municipal Airport Authority  
100 International Drive, Suite 300 (39208)  
Post Office Box 98109  
Jackson, Mississippi 39298-8109  
Attention: Robin Byrd, Manager Procurement
- Telephone No.: (601) 360-8616  
Facsimile No.: (601) 939-3713  
E-Mail: rbyrd@jmaa.com

**All contact by Respondents with JMAA must be through Robin Byrd, Manager. Any unsolicited contact by a Respondent with any member of the Board of Commissioners or the Staff of JMAA regarding this RFQ or the projects which are the subject of this RFQ shall be grounds for disqualification of the Respondent.**

- 1.3. Disadvantaged Business Enterprises, Minority Owned Business Enterprises, and Woman Owned Business Enterprises Participation. JMAA has established a DBE participation goal of **12%** for the Services solicited by this RFQ.
- 1.4. Purpose of RFQ; Scope of Work. The Services to be performed by the Consultant regarding the Project are listed in **Attachment 1**
- 1.5. Projected Project Milestones: Identified below are estimated dates for the Project Milestones.
- 1.5.1. May 15, 2019 – SOQ Pre-Submission Conference  
1.5.2. June 19, 2019 – Deadline to submit Statement of Qualifications  
1.5.3. August 22, 2019 – Award Design Contract
- 1.6. Joint Submissions. Statement of Qualifications submitted in response to this RFQ may be submitted by:
- 1.6.1. A single consultant;
- 1.6.2. A joint venture (in which all joint venture members will be responsible to JMAA for proper performance of the Services);

- 1.6.3. A consultant with Sub-Consultants, so long as all information required by this RFQ is provided for the Consultant and all Sub-Consultants.
- 1.7. Selection Process. After evaluation in accordance with the criteria set forth in PART IV: CRITERIA FOR SELECTION, JMAA will initiate negotiations with the Respondent ranked first on the list. If such negotiations fail to produce an agreement, in form and content, satisfactory to JMAA, within a reasonable period of time, then JMAA may reject the first-ranked Respondent. In that event, JMAA will follow the same process with the other Respondents, in the order of their ranking, until a Respondent agrees to and enters into an agreement satisfactory to JMAA. JMAA reserves the right to request a demo from respondents as part of the evaluation.

## 2. GENERAL REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

- 2.1. Deadline. The Statements of Qualifications must be received by JMAA no later than **3:00 p.m. central time on Friday, June 19, 2019** ("Deadline"). The official time of record is the date and time stamp located at the JMAA Administrative Offices at 100 International Drive, Suite 300, Jackson, MS 39208. JMAA will deem any Statements of Qualifications received after the Deadline non-responsive and will reject all late-received submissions, without review. The opening of any Statement of Qualifications does not constitute approval by JMAA of such Respondent as a suitable and qualified Respondent.
- 2.2. Pre-Submission Conference. JMAA will hold a Pre-Submission Conference at 10:30 **a.m. central time on Wednesday, May 15, 2019**, in the Community Room, 3<sup>rd</sup> Floor Mezzanine Level, at the Main Terminal Building at the Jackson-Medgar Wiley Evers International Airport, 100 International Drive, Jackson, MS 39208. Attendance at the Pre-Submission Conference is highly recommended for all those interested in submitting Statement of Qualifications as a prime consultant for the Work and persons seeking opportunities to provide work as a sub-consultant. The benefits of attendance include: networking opportunities between prime consultants and sub-consultants, the opportunity to be included on a list of interested parties that will be published as part of the meeting minutes of the Pre-Submission Conference, and the opportunity to participate in a project review session and pose questions to be addressed in the minutes of the meeting.
- 2.3. Interpretation of Information for Respondents. Each Respondent should examine the Information for Respondents carefully. All requests to JMAA for interpretation, clarification or correction of any ambiguity, inconsistency or error must be submitted in writing and delivered to Robin Byrd, JMAA Manager, Procurement, via email at [procurementqa@jmaa.com](mailto:procurementqa@jmaa.com). Must reference project name and number in subject line. Only interpretations, clarifications or corrections by Addendum issued by Robin Byrd, Procurement, shall be binding on JMAA and the Respondents.
- 2.4. Questions and Requests for Additional Information. Any questions regarding this RFQ or the Services **must be submitted in writing** to Robin Byrd, via email at [procurementqa@jmaa.com](mailto:procurementqa@jmaa.com). Must reference project name and number in subject line. JMAA will not provide individual responses to any Respondent. JMAA will respond to all questions by Addendum. The deadline for submission of any questions to JMAA will be

**2:00 p.m. central time on Friday, May 24, 2019.** Each question must specifically identify this RFQ.

- 2.5. Addenda. If it becomes necessary to revise any aspect of this RFQ or to provide additional information to Respondents, JMAA, will issue one or more Addenda by posting on JMAA's website (<https://jmaa.com/corporate/partner-with-us/procurement/>).
- 2.5.1. JMAA will also endeavor to deliver a copy of each Addendum to all persons on record with JMAA as receiving a copy of the Information for Respondents via email.
- 2.5.2. No Addendum will be issued later than five (5) business days prior to the Deadline, except an Addendum withdrawing this RFQ or postponing the Deadline (which Addendum may be issued at any time up to the Deadline).
- 2.5.3. Each Respondent is solely responsible for ensuring that it receives and understands all Addenda issued by JMAA.
- 2.6. Copies to be Provided. Each Respondent must submit one (1) original and five (5) copies in printed form of its entire Statement of Qualifications. In addition, each Respondent must submit one (1) copy of its entire Statement of Qualifications (including all attachments and exhibits) in digital format. The digital copy of the Statement of Qualifications shall be submitted on CD-ROM, DVD, or USB flash drive in Adobe\*.pdf (searchable) format. The paper copy and the digital copy of the Statement of Qualifications must be enclosed in a sealed envelope or package, the outside of which must be marked by typewritten or legibly printed in ink the name of the Respondent and the following, "**Statement of Qualifications for HKS Pavement Management Plan, Project Number 006-19.**"
- 2.7. Formatting and Page Limits. No Statement may exceed 30 pages, exclusive of appendices. The Respondent's letter of transmittal, table of contents, summaries and introductions shall be included in the 30-page limit. JMAA prefers a Statement of Qualifications contained on 8.5" x 11" pages only, with all four margins being at least one inch. All text information in the main part of the Statement of Qualifications must be in an easily read font. All required forms enclosed as Exhibits in this RFQ and references may be included as appendices which will not be counted against the 30-page limitation. Statements of Qualifications should be prepared simply and economically, and they should provide a straightforward and concise description of the Respondent's proposal, including its ability to perform the Services.
- 2.8. Information to be Provided. Statement of Qualifications must respond to all requirements of the RFQ and be sufficient for JMAA to evaluate the qualifications and experience of the Respondent and the Respondent's ability to perform the Services. At a minimum, the information specified in PART III: INFORMATION REQUIRED FROM RESPONDENTS must be provided. The information provided in the Statement must be complete and accurate, and the Statement of Qualifications must be sworn to before a **notary public** by an officer, partner or member of the Respondent authorized to bind the Respondent using the Identification of Respondent form attached as **Exhibit 1**.



- 2.9. Acknowledgement of Addenda. **Each Respondent must acknowledge receipt of any Addendum to this RFQ** or the Information for Respondents. Respondent shall do this by including with its Statement of Qualifications a properly executed Acknowledgment of Receipt of Addendum in the form that accompanies such Addendum, if any.
- 2.10. Statement Must Be Signed. **Each Respondent must manually sign and have notarized at least one copy of its Statement of Qualifications by submitting an Identification of Respondent form attached as Exhibit 1.**
- 2.11. Representations of Respondent. Each Respondent, by submitting a statement of Qualifications, represents that: **(a)** it read and understands the Information for Respondents; **(b)** is familiar with the conditions under and the purpose for which the Services will be performed; **(c)** has all professional qualifications, licenses, certifications and registrations necessary to perform the Services and is knowledgeable of and has fully complied with them; and, **(d)** if selected by JMAA, will fully comply with all federal, state and local laws, ordinances, rules and regulations that apply to the Services and Respondent's performance of them.
- 2.12. Professional Qualifications. All Services must be performed under the following professional qualifications:
- 2.12.1. All Engineering Services must be performed by or under the supervision of a registered Professional Engineer licensed with the Mississippi Board of Licensure for Professional Engineers and Surveyors. It is the responsibility of the Respondent to ensure that a quality SOQ is submitted in accordance with the rules and regulations set forth by the Mississippi Board of Licensure for Professional Engineers and Surveyors.
- 2.12.2. Evidence of the Professional Qualifications of the individual or individuals supervising the work, must be provided on ARCHITECT-ENGINEER QUALIFICATIONS, OFFICE OF MANAGEMENT AND BUDGET NO.: commitment00-0157 STANDARD FORM 330 (REV. 3/2013) SECTION E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT.
- 2.13. Investigations. JMAA reserves the right to make any and all investigations as it deems necessary to establish the competency of any Respondent to perform the Services.
- 2.14. Rejection of Statement of Qualifications. JMAA reserves the right, in its sole discretion, to reject any and all Statement of Qualifications received, for any reason, at any time prior to entering into a contract to perform the Services. Without limiting the foregoing, JMAA specifically reserves the right to reject a Statement of Qualifications which is incomplete or irregular in any manner.
- 2.15. Agreement. The selected Respondent will be required to enter into JMAA's standard form agreement in the form of **Exhibit 7**. The Agreement will contain, among other things, an agreement to perform the Services in accordance with standards of the industry, provisions

required by applicable law and such other terms and conditions as JMAA deems appropriate. In no event will the Agreement contain any provision which (i) limits the Consultant's liability to JMAA or (ii) indemnifies the Consultant for the acts of JMAA or others.

2.16. Compensation. JMAA will select a Respondent based on qualifications and experience expressed in the Statement of Qualifications provided. Respondents should **not submit any cost or fee** information or performance schedule with their Statement of Qualifications. JMAA will negotiate with the selected Respondent concerning fees, costs and a schedule for the Services.

2.16.1. The selected Respondent will be required to submit a proposed schedule of fees and estimated expenses information prior to execution of an agreement and may be either:

2.16.1.1. A firm fixed price, inclusive of out-of-pocket expenses; detail breakout required (hourly rate, proposed fees, and estimated reimbursable amount) and/or

2.16.1.2. On an hourly basis at approved rates per service classification, subject to a pre-determined maximum for each task.

2.17. Costs Incurred by Respondents Prior to Execution of an Agreement and Notice to Proceed. JMAA will not be responsible for any costs incurred by any Respondent in preparation of its Statement of Qualifications. Further, JMAA will not be responsible for any costs incurred by the selected Respondent under any agreement prior to the effective date of the Agreement.

2.18. Disclosure of Response Contents. All materials submitted in response to this RFQ will be the property of JMAA and may be held by JMAA or returned to each respective Respondent, at JMAA's sole discretion. In preparing its Statement of Qualifications, each Respondent should be aware that some or all of its submission may be subject to public inspection and/or reproduction under the Mississippi Public Records Law, § 25-61-1 et seq., Mississippi Code of 1972, as amended.

2.19. Nondiscrimination. JMAA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all respondents to this RFQ 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.

By submitting a Statement of Qualifications, each Respondent agrees that it understands that JMAA is an equal opportunity employer. It is the policy of JMAA to comply with all applicable portions of Title VI of the Civil Rights Act of 1964, as amended; Executive Order 11246, as amended and as supplemented by Department of Labor Regulations (41

CFR Part 60), and 49 CFR Part 21, as amended, which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, or disability. The Agreement will require that the Respondent (and all subcontractors) represent and warrant to JMAA that it (and they) will comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, as amended; Executive Order 11246, as amended and as supplemented by Department of Labor Regulations (41 CFR Part 60), and 49 CFR Part 21, as amended, and all other laws, rules and regulations prohibiting discrimination.

2.20. Disadvantaged Business Enterprise, Minority Owned Business Enterprises and Woman Owned Business Enterprises Participation. It is the policy of JMAA that maximum opportunity to participate in performance of the Services is provided to firms certified as Disadvantaged Business Enterprises. See **Exhibit 3** for JMAA's Guidelines for DBE Participation and Required Contract Provisions. **JMAA has established a DBE participation goal of 30% for the Services solicited by this RFQ.**

2.21. Trade Restriction Certification. By submission of a Statement of Qualifications, the Respondent certifies that with respect to this solicitation and any resultant Agreement, the Respondent:

2.21.1. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (U.S.T.R.);

2.21.2. Has not knowingly entered into any contract or subcontract for these projects with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

2.21.3. Has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

2.21.4. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

2.21.5. The Respondent must provide immediate written notice to JMAA if the Respondent learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Respondent must require Sub-Consultants to provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

2.21.6. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or Sub-Consultant:

- 2.21.6.1. Who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.; or
  - 2.21.6.2. Whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list; or
  - 2.21.6.3. Who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.
- 2.21.7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of Consultant or any Sub-Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 2.21.8. The Respondent agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The Consultant may rely on the certification of a prospective Sub-Consultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Respondent has knowledge that the certification is erroneous.
- 2.21.9. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or Sub-Consultant knowingly rendered an erroneous certification, the FAA may direct through JMAA cancellation of the contract or subcontract for default at no cost to JMAA or the FAA.
- 2.22. Fair Labor Standards Act. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.
- The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
- 2.23. Conflicts of Interest and Gratuities. **Each Respondent must complete, execute and submit a Jackson Municipal Airport Authority Certification Regarding Gratuities with its Proposal.** Failure to execute and submit the Certification attached as **Exhibit 2** to this RFQ will be grounds for rejection of the Respondent's Proposal without review or consideration by JMAA.
- 2.24. Certification Regarding Lobbying. The Respondent certifies by signing and submitting a Request for Qualifications, to the best of his or her knowledge and belief, that:

- 2.24.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Respondent, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2.24.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2.24.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 2.24.4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### 3. INFORMATION REQUIRED FROM RESPONDENTS

- 3.1. Required Information. To be selected, a Statement of Qualifications must demonstrate that the Respondent is highly qualified by expertise and experience to perform the Services. A Statement of Qualifications should emphasize the Respondent's qualifications and experience regarding all aspects of the Services. **At a minimum, all of the following information MUST be furnished by each Respondent, as part of its Statement of Qualifications.** The information provided must be complete and accurate. Any omission, inaccuracy, or misstatement will be cause for rejection of the submission.
- 3.2. Identification of Respondent.
  - 3.2.1. Cover Letter.
  - 3.2.2. Full, correct, legal name and type of business entity of the Respondent, and, if applicable, the Respondent's state of incorporation or organization.

- 3.2.3. The Respondent awarded the Services will be required to be authorized by the Mississippi Secretary of State to do business in the State of Mississippi and be in good standing at all times while performing the Services and obtain and maintain a City of Jackson Business Privilege License.
  - 3.2.4. Street and Mailing address of the Respondent.
  - 3.2.5. Name of the Respondent's representative for purposes of notice or other communications regarding the RFQ.
  - 3.2.6. If the address of the Respondent or name of the Respondent's representative, for purposes of notice or other communications regarding the Agreement will be different from the above, such other address or name must be provided.
  - 3.2.7. Telephone and email addresses for the Respondent and, if different, for the Respondent's representative regarding the Proposal and the Agreement.
  - 3.2.8. Name, titles and business address of each director, senior officer and any shareholder, partner or member having, owning or controlling 10% or more ownership interest.
- 3.3. Organizational Summary. An organizational summary of the Respondent to include the following:
- 3.3.1. A description of the Respondent's organization, including addresses of all central, branch or satellite offices; the number of employees; all major divisions and areas of expertise.
  - 3.3.2. A description of the offices, facilities and equipment, including computer software and computer-based programs, the Respondent would use to perform the services.
  - 3.3.3. A description of the key personnel the Respondent will utilize to perform the Services, including education, professional qualifications, length of service, special expertise, and experience must be provided on ARCHITECT-ENGINEER QUALIFICATIONS, OFFICE OF MANAGEMENT AND BUDGET NO.: 9000-0157 STANDARD FORM 330 (REV. 3/2013) SECTION E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT.
  - 3.3.4. Staffing. Respondent shall affirm and provide supporting evidence that the Respondent's organization is sufficiently staffed and capable to properly and fully perform the Services and must be provided on ARCHITECT-ENGINEER QUALIFICATIONS, OFFICE OF MANAGEMENT AND BUDGET NO.: 9000-0157 STANDARD FORM 330 (REV. 3/2013) PART II - GENERAL QUALIFICATIONS.
- 3.4. Experience.

- 3.4.1. Each Respondent must provide evidence of related work experience using ARCHITECT-ENGINEER QUALIFICATIONS OFFICE OF MANAGEMENT AND BUDGET NO.: 9000-0157 STANDARD FORM 330 (REV. 3/2013).
- 3.4.2. Each Respondent must provide at least three (3) related professional references including valid telephone number and email address in SECTION H. ADDITIONAL INFORMATION OF STANDARD FORM 330.
- 3.5. DBE Participation.
- 3.5.1. Each Respondent must complete, **sign** and submit a DBE Utilization Plan in the format provided in **Exhibit 4** as part of its RFQ.
- 3.5.2. Each Respondent must complete and submit a DBE Commitment and Confirmation form for each DBE Sub-Consultant proposed as provided in **Exhibit 5** as part of its Statement of Qualifications. The form must be **signed** by the Respondent **and each** DBE Sub-Consultant proposed for utilization as part of the Services.
- 3.5.3. In addition, each Respondent must complete, **sign** and submit a DBE Project Participation Statement certifying that it has met all DBE goals or requirements in other projects during the preceding five-year period in the format provided in **Exhibit 6**.
- 3.6. Terminated Contracts, Forfeiture, Bankruptcies, Etc., State the following by completing **Exhibit 9**:
- 3.6.1. Regarding all contracts of the Respondent (or any subsidiary, parent or affiliate of the Respondent) for services, similar to the Services sought by the RFQ that were terminated, either voluntarily or involuntarily, prior to the expiration of their respective terms during the past five (5) years: the name, location and address of the other party(ies) to said contracts, if any, and the date(s) of termination;
- 3.6.2. Regarding any forfeited or canceled sureties or bonds within the past five (5) years, the name and address of the surety and date of the forfeiture or cancellation;
- 3.6.3. A detailed description of any judgments and any pending or threatened lawsuits involving Respondent (or any wholly-owned subsidiary, parent or affiliate of the Respondent) during the past five (5) years for work or services similar to the Services sought by this RFQ;
- 3.6.4. A description, date of filing and court address for any petition in bankruptcy filed by or against the Respondent (or any wholly-owned subsidiary, parent or affiliate of the Respondent) during the past five (5) years.
- 3.7. Expertise and Special Knowledge. In the event certain features of the Services are of such complexity and nature as to require specialized or expert assistance, Respondent shall affirm that the Respondent's organization or team is sufficiently staffed with such

specialists. However, if it will be necessary to associate with others to provide the specialized or expert assistance, a full description and identification of the person(s)/entity(ies) that will be associated and a description of the work she/he/it will perform shall be provided.

3.8. Professional Qualifications. All Services must be performed under the following professional qualifications:

3.8.1. All Engineering Services must be performed by or under the supervision of a registered Professional Engineer licensed with the Mississippi Board of Licensure for Professional Engineers and Surveyors.

3.8.2. Evidence of the Professional Qualifications of the individual or individuals supervising the work, must be provided on ARCHITECT-ENGINEER QUALIFICATIONS, OFFICE OF MANAGEMENT AND BUDGET NO.: 9000-0157 STANDARD FORM 330 (REV. 3/2013) SECTION E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT.

3.9. Insurance. Respondent shall affirm by completing **Exhibit 9** that it has the capability to meet the following insurance requirements prior to execution of an Agreement with JMAA:

3.9.1. Consultant shall maintain at its own expense, insurance in accordance with the following throughout the term of an agreement for the following:

3.9.1.1. Professional liability insurance in an amount not less than \$1,000,000.00, including blanket contractual liability coverage, with all coverage retroactive to the earlier of the date of the Agreement or the commencement of Consultant's Services in relation to a Project, said coverage to be maintained for a period of at least three (3) years following completion of a project or the performance of the Services, whichever comes later.

3.9.1.2. Commercial General Liability Insurance in an amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, including coverage for blanket contractual liability, broad form property damage, personal and bodily injury, and products/completed operations;

3.9.1.3. Comprehensive automobile liability insurance, including hired and non-owned vehicles, if any, in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate, covering personal injury, bodily injury and property damage; and

3.9.1.4. Workers' Compensation Insurance in such amounts as may be required pursuant to the Mississippi Workers' Compensation Act and Employers Liability Insurance with limits of \$500,000.00 each disease, disease aggregate and each accident.



- 3.9.1.5. Umbrella or excess liability insurance in an amount of not less than \$5,000,000.00 providing additional coverage to the policies required under Paragraphs (3.9.1.2), (3.9.1.3) and (3.9.1.4).
- 3.9.2. All insurance policies required shall be issued by a solvent insurance company or companies admitted or licensed to write such insurance in Mississippi; **shall name JMAA as an additional insured; and shall contain a waiver of subrogation in favor of JMAA.**
- 3.9.3. Without limiting the foregoing, Consultant's policy or policies of insurance required hereunder shall contain blanket contractual insurance coverage so as to protect JMAA's interests. Each policy requires at least thirty (30) days prior written notice to JMAA before modification or termination.
- 3.9.4. Consultant shall be responsible for all deductibles and for any inadequacy or absence of coverage. Consultant shall bear all costs and losses attributable to such deductibles and to coverage limitations. Consultant shall have no claim or recourse against JMAA for any costs or loss attributable to such deductibles or to coverage limitations, exclusions or unavailability.
- 3.9.5. Consultant shall deliver certificates evidencing the insurance required hereunder promptly upon execution of an agreement and at such other times upon JMAA's request.
- 3.10. Independent Contractor. Respondent shall affirm by completing **Exhibit 9** that: (i) at all times it will be regarded as an independent Contractor and shall at no time act as the employee or agent of JMAA; (ii) nothing contained in any Agreement shall be deemed or construed by JMAA, Respondent or any third party as creating the relationship of principal and agent, partners, employer and employee, or any other similar such relationship between JMAA and Respondent; and (iii) it shall not be entitled to participate in any employee benefit or welfare programs offered by or through JMAA including, without limitation, participation in any retirement plan, any workers compensation insurance coverage, health insurance plan or other benefit.
- 3.11. Governing Law, Jurisdiction and Venue. Respondent shall affirm by completing **Exhibit 9** that this Agreement, and the rights and obligations of JMAA and Respondent hereunder, shall be governed by and construed in accordance with the laws of the State of Mississippi, without regard to the principles of conflict of law, and venue shall be solely in a Mississippi state court of competent jurisdiction for any law suit or litigation, of any type or nature, arising out of and/or regarding this Agreement.
- 3.12. Attorneys' Fees. Respondent shall affirm by completing **Exhibit 9** that as to any action that shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of an Agreement, the prevailing party shall be entitled to recover, as part of its costs, its actual and reasonable attorneys' fees.

3.13. Other Information. Any other information the Respondent wishes to submit to JMAA for consideration in evaluating the Respondent's Proposal may be submitted.

#### 4. **CRITERIA FOR SELECTION**

4.1. All properly labeled Proposals per Part II, GENERAL REQUIREMENTS FOR PROPOSALS, Number 6, received before the Deadline will be reviewed and evaluated by JMAA.

4.1.1. Respondents will be selected by JMAA in priority order for negotiation of the Agreement, based on JMAA's determination, in its sole discretion, as to the Respondent best qualified to perform the Services.

4.1.2. Responses shall be evaluated according to the criteria listed in Table 1 below:

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Table 1

Scoring Criteria for Request for Qualifications (RFQ)	Specific Breakdown of Available Points	Points Available by Sub Category	Total Points Available
<u>Experience</u> : Direct professional project experience with projects of the same type similar scope and complexity.	Further defined by location of work as required by the project(s). Each sub-element may be applied in whole or in part as dictated by project.		
	Years of Experience based on the scope of work	15	25
<u>Qualifications</u> : Professional licensure as required by the project scope.	Points awarded for specific licensure required by the individual project element.	10	
<u>Disadvantaged Business (DBE), Minority Owned Business Enterprises (MBE) and Woman Owned Business Enterprises (WBE) Plan</u>	Quantity – Full points awarded to the highest Quantity of participation, based on the proposed participation measured against the Published Goal. Submissions above the Goal receive full points; all others receive the “percentage of available points” in direct ratio to the highest participation.	12	20
	Quality – Performance: <ul style="list-style-type: none"> <li>• Type of work DBE is known to perform is consistent with the scope of services</li> <li>• DBE possesses professional licensure in area of work to be performed</li> <li>• DBE has provided services on other airport projects</li> <li>• DBE will perform actual work and not provide staffing solutions, unless DBE is a staffing company</li> </ul> Credentials: Additional (beyond the qualifier for this project) M/W/DBE certifications held by the firm (Local, State, Federal, Private) <ul style="list-style-type: none"> <li>• Trade association memberships held by the firm</li> <li>• Business/Professional development programs completed by principals in the firm</li> <li>• Professional accreditations and certifications held by principals in the firm</li> </ul>	8	
<u>Capacity</u> : Exhibited by Proposed Project Plan and Schedule	Proposed plan of work	10	20
	Proposed schedule of work	10	
<u>Organization of Submission</u>	Clarity of submission	10	20
	Submission of all required documentation	10	
<b>TOTAL</b>			<b>100</b>

## ATTACHEMENT 1

The HKS PMP project includes providing JMAA with professional services to implement a pavement management program for Jackson-Medgar Wiley Evers International Airport. The full scope of services to be performed by the selected Consultant shall be coordinated in detail during Project Scoping and are anticipated to include, but not limited to:

1. Review of Record Information
2. Network Definition Development
3. Collection of Pavement Condition Data

In accordance with *FAA AC 150/5380-7B - Airport Pavement Management Program* and *ASTM D5340 – 12 - Standard Test Method for Airport Pavement Condition Index Surveys*, anticipated to include geospatial referencing is anticipated for future connectivity to an interactive web-application

4. Geotechnical Investigation
  - a. Pavement Cores and CBR Determination
5. PAVER Database Establishment & Analysis
  - a. PMMP Customization
  - b. Data Analysis
6. PCN Determinations
  - a. Nondestructive Testing Data Collection Falling Weight Deflectometer
7. Development of Maintenance Policy
8. Data Files

The Respondent will be required to provide all final data files in a format that will interface with the owner's GIS and can be connected to an interactive web-application

9. Interactive Web-Application Development
10. Final Report Deliverables
11. Pavement Management Program Implementation & Training

# EXHIBIT 1

## IDENTIFICATION OF RESPONDENT

1. Respondent's full legal name is: \_\_\_\_\_

2. Respondent is (mark one):

<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Individual
<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>	General Partnership
<input type="checkbox"/>	Limited Liability	<input type="checkbox"/>	Other Company

Respondent is registered in the State of \_\_\_\_\_.

3. Respondent's street and mailing addresses are as follows:

Street Address

Mailing Address

_____	_____
_____	_____
_____	_____
_____	_____

4. Respondent's representative regarding this Proposal is: \_\_\_\_\_

5. Telephone number, facsimile number and e-mail address for Respondent's representative:

Telephone number: \_\_\_\_\_

Facsimile number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

6. Affirmations:

I affirm that if selected for the Services in this Request for Statement of Qualifications, the insurance requirements established in Part III, Information Required from Respondents, Number 9 will be met and Certificates of Insurance shall be provided to JMAA with JMAA listed as additional insured prior to execution of an Agreement.

I affirm that if selected for the Services in this Request for Statement of Qualifications, I or my company will register to conduct business with the Mississippi Secretary of State as established in Part III, Information Required from Respondents, Number 2.3 prior to execution of an Agreement.

I affirm that if selected for the Services in this Request for Statement of Qualifications, I or my company will obtain a City of Jackson Mississippi Business Privilege License as established in Part III, Information Required from Respondents, Number 2.3 prior to execution of an Agreement.

- 23.1.5. Umbrella or excess liability insurance in an amount of not less than \$5,000,000.00 providing additional coverage to the policies required under Paragraphs (23.1.2), (23.1.3) and (23.1.4).
- 23.1.6. Such other insurance as may be (i) required by any federal, state or local law in the minimum amount required or (ii) reasonably required by JMAA.
- 23.2. Blanket Contractual Coverage. Without limiting the foregoing, Consultant's policy or policies of insurance required hereunder shall contain blanket contractual insurance coverage so as to protect JMAA's rights under [Article 16](#).
- 23.3. Primary Coverage. Consultant shall have the following endorsement or its substantial equivalent added to the comprehensive general liability policy required under this Agreement:
- It is hereby agreed and understood that the Jackson Municipal Airport Authority is named as an additional insured, and that the coverage afforded to the Jackson Municipal Airport Authority under this policy shall be primary insurance. If the Jackson Municipal Airport Authority has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of Insurer's liability under this policy shall not be reduced by the existence of such other insurance. It is further agreed that the coverage afforded to the Jackson Municipal Airport Authority, as the additional insured, shall not apply to the sole negligence of the Jackson Municipal Airport Authority.
- 23.4. Deductibles; Absence of Coverage. Consultant shall be responsible for all deductibles and for any inadequacy or absence of coverage. Consultant shall bear all costs and losses attributable to such deductibles and to coverage limitations. Consultant shall have no claim or recourse against JMAA for any costs or losses attributable to such deductibles or to coverage limitations, exclusions or unavailability
- 23.5. Evidence of Insurance. Consultant shall submit original, valid certificates in form and substance satisfactory to JMAA evidencing the effectiveness of the insurance policy or policies required by this Agreement along with original copies of the amendatory rider to any such policies to JMAA for JMAA's approval before Consultant commences any Services under this Agreement.
- 23.6. Coverage Through Member's Insurance. Notwithstanding any other provision of this Article 23, Consultant may satisfy the requirements of this Article 23 through its members. In such event, the member of Consultant providing the coverage and the Consultant shall each be named insureds on all policies provided hereunder.
- 23.7. Sub-Consultants Insurance. Each Sub-Consultant shall have insurance coverage identical to and with provisions substantially equal to those required of Consultant under this Article 23 through separate policies obtained by the Sub-Consultant(s) or, with JMAA's prior

The undersigned hereby represents everything in this Statement of Qualifications is true, correct and complete.

The undersigned acknowledges and agrees that JMAA reserves the right to reject any and all Proposals, to re-advertise for Services, and to waive any informalities, technicalities, and irregularities in the Statement of Qualifications received at any time prior to execution of the Agreement for any reason.

Respectfully submitted,  
RESPONDENT:

\_\_\_\_\_  
Legal Name of Respondent

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Signatory

\_\_\_\_\_  
Title of Signatory

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_ (Name), who acknowledged that he/she is \_\_\_\_\_(Title) of \_\_\_\_\_(Company Name), and that for and on behalf of said Company, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said Company so to do.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

[S E A L]

## EXHIBIT 2

### JACKSON MUNICIPAL AIRPORT AUTHORITY POLICIES AND PROCEDURES

CHAPTER: EXECUTIVE  
POLICY TITLE: CONFLICT OF INTEREST AND GRATUITIES  
POLICY NUMBER: 1-100  
ADOPTED: 12/20/2005  
REPLACES/REVISES: NEW  
REFERENCES:  
PURPOSE: Provides policy on conflict of interests and gratuities for the Jackson Municipal Airport Authority

#### SCOPE:

It is the policy of the Jackson Municipal Airport Authority (the "Authority") that all actions of the Authority be free from improper or inappropriate influence.

#### APPLICATION:

No member of the Board of Commissioners of the Authority, and no member of the staff of the Authority, shall have any interest, direct or indirect, in any person or entity seeking to do business with the Authority that is prohibited by applicable law.

No person or entity doing business with the Authority, or seeking to do business with the Authority, may offer or agree to offer, under any circumstances, any gift, gratuity or favor (including travel), regardless of value or form, to any Commissioner, employee or representative of the Authority, except as permitted herein.

No member of the Board of Commissioners of the Authority, and no member of the staff of the Authority, shall accept any gift, gratuity or favor (including travel), from any person or entity doing business with the Authority or seeking to do business with the Authority, except as permitted herein.

Notwithstanding the foregoing, nothing in this Policy is intended to prohibit the receipt by any member of the Board of Commissioners or any member of the staff of the Authority of an occasional, nominal business courtesy, such as a meal or promotional item provided by any person doing business or seeking to do business with the Authority.

However, gifts, gratuities and favors valued in excess of \$25.00 (including meals) are not acceptable; nor is a cash distribution of any amount. If the value of a gift is undetermined, it should be considered unacceptable.



## CERTIFICATIONS:

Each Commissioner and each employee of the Authority shall be required to sign and submit the certification attached to this Policy. An initial certification shall be submitted, if by a Commissioner, promptly upon appointment and, if a member of the staff of the Authority, promptly upon employment. Subsequent certifications shall be signed and submitted no later than October 1 of each year.

Each person or entity doing business with the Authority, or seeking to do business with the Authority, will be provided a copy of this Policy and shall be required to sign and submit the certification attached to this Policy. Violation of this Policy will be cause for disqualification of such person or entity from any then current or future selection process involving the undersigned, and termination of any agreement already executed with the undersigned.

JACKSON MUNICIPAL AIRPORT AUTHORITY  
Certification Regarding Gratuities

The undersigned hereby acknowledges having received a copy of the Jackson Municipal Airport Authority (the "Authority") Policy on Conflicts of Interest and Gratuities (the "Policy"). As contemplated by the Policy, the undersigned hereby certifies as follows:

1. The undersigned has reviewed and understands the Policy.
2. The undersigned certifies that it has not provided any gift, gratuity or favor (including travel) to any Commissioner, employee or representative of the Authority in violation of the Policy.
3. The undersigned acknowledges that if it does provide any gift, gratuity or favor (including travel) to any Commissioner, employee or representative of the Authority in violation of the Policy, such violation of the Policy will be cause for immediate disqualification of the undersigned from any then current or future selection process involving the undersigned, and termination of any agreement already executed with the undersigned.

In Witness Whereof, the undersigned has executed this Certificate on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

### EXHIBIT 3

## JACKSON MUNICIPAL AIRPORT AUTHORITY GUIDELINES FOR DBE PARTICIPATION AND REQUIRED CONTRACT PROVISIONS

### A. DBE PARTICIPATION.

It is the policy of the Jackson Municipal Airport Authority (JMAA) that Disadvantaged Business Enterprises (DBEs) shall have maximum meaningful opportunity to participate in the performance of contracts let by JMAA. For the purpose of this document, firms certified as Disadvantaged Business Enterprises ("DBEs") by the Mississippi Unified Certification Program ("MUCP") i.e. Jackson Municipal Airport Authority ("JMAA") and the Mississippi Department of Transportation ("MDOT") shall be referred to as Disadvantaged Business Enterprises.

A listing of the firms certified by the MUCP, can be found on the JMAA website at [www.jmaa.com](http://www.jmaa.com).

These lists are not an endorsement of the quality of performance of any entity listed; it is only an acknowledgement of the listed firms' certification as DBEs.

A firm certified subsequent to the printing of monthly updates to these lists may be counted toward a project's DBE goal, but only if its certification is active at the time of the Submission Deadline.

Respondents should contact Sharon Carter, JMAA's Manager of Disadvantaged Business Enterprise Program (601-664-3520) to verify the current status of a firm's certification.

### B. DBE GOALS.

JMAA has established a goal for DBE participation in the Services of **12%**. The goal is expressed as a percentage of the original contract amount and will apply throughout the term of the Agreement unless JMAA determines otherwise as provided below.

### C. NONDISCRIMINATION.

1. Each Respondent agrees to take all reasonable steps necessary to ensure that DBEs have maximum meaningful opportunity to compete for and participate in the performance of the Services. The Consultant shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts financed in whole or in part by JMAA and the U.S. Department of Transportation. The Consultant shall utilize the services of banks in the community, which are owned and controlled by socially and economically disadvantaged individuals when feasible and beneficial.
2. The Consultant, sub recipient or Sub-Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-

assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

#### D. FAILURE TO COMPLY WITH DBE REQUIREMENTS.

All Respondents and all potential Sub-Consultants are hereby advised that failure to carry out the requirements set forth herein shall constitute a breach of contract and may result in rejection of the bid; termination of the contract; a deduction from the contract funds due or to become due the contractor; or other such remedy as JMAA deems appropriate.

Failure to comply with the DBE requirements shall include but not be limited to: failure to submit any required documents and certifications with the Statement of Qualifications; failure of the Consultant to meet its commitment for DBE participation in the Services; and failure to maximize opportunities for DBEs.

#### E. DEFINITIONS; CONVENTIONS AND CONCEPTS.

1. Commercially useful function. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the material itself.

A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

If a DBE does not perform or exercise responsibility for at least **30%** of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be determined that the DBE is not performing a commercially useful function.

#### F. COUNTING DBE PARTICIPATION TOWARD DBE GOALS.

JMAA will credit DBE participation toward attainment of JMAA's contract goal based on total Sub-Consultant prices agreed to between the Consultant and DBE Sub-Consultant for the contract items or portions of items being sublet as reflected on the Consultant's approved Sub-Consultant list and the following criteria.

1. The total value of contracts awarded for construction and related services to an eligible DBE is counted toward the DBE goal provided the DBE performs a commercially useful function. A commercially useful function is performed when a DBE is responsible for the execution of a distinct element of work by actually managing, supervising and performing

the work in accordance with standard industry practices except when such practices are inconsistent with 49 CFR Part 26 and when the DBE receives due compensation as agreed upon for the work performed.

2. When a DBE performs as a participant in a joint venture, a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces can be counted toward DBE goals.
  - a. The joint venture agreement must include a detailed breakdown of the following:
    - i. Contract responsibility of the DBE for specific items of work.
    - ii. Capital participation by the DBE
    - iii. Specific equipment to be provided to the joint venture by the DBE.
    - iv. Specific responsibilities of the DBE in the control of the joint venture.
    - v. Specific manpower and skills to be provided to the joint venture by the DBE.
    - vi. Percentage distribution to the DBE of the projected profit or loss incurred by the joint venture.
    - vii. The DBE must finance a portion of the cost of any bid, payment, performance or other project bonds equal to its participation in the joint venture.
  - b. If a joint venture agreement is submitted to JMAA not less than ten (10) Business Days prior to the Deadline for submission of Statements of Qualification, JMAA will review the joint venture agreement in an effort to provide guidance to the joint venture on whether, and to what extent, the activities of the joint venture may be credited against DBE goals.
  - c. JMAA encourages formation of joint ventures as a means of building capacity in the DBE consulting community.
3. A Consultant may count toward the DBE goal only materials and supplies expenditures obtained from DBE suppliers and manufacturers in accordance with the following:
  - a. If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost of the materials or supplies may be counted toward the DBE goals.
  - b. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
  - c. If the materials or supplies are purchased from a DBE regular dealer, 60% of the

cost of the materials or supplies may be counted toward the DBE goal.

- d. A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the Consultant required under the Contract Documents are brought, kept in stock, and regularly sold or leased to the public in the usual course of business.
  - i. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
  - ii. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealer's own distribution equipment shall be on a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
  - iii. Packagers, brokers, manufacturer representatives, or other persons who arrange or expedite transactions are not regular dealers.
  - iv. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for delivery of materials or supplies required on a job-site, may be counted toward DBE goals, provided, the fees are found to be reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the costs of the materials and supplies themselves can be counted toward DBE goals, however, under the following circumstances:
    - (1) If a firm is not currently certified as a DBE in accordance with the standards at the time of the execution of the contract;
    - (2) The value of work performed under a contract with a firm after it has ceased to be certified toward the overall goal;
    - (3) Until the amount being counted toward DBE participation has actually been paid to the DBE.
    - (4) The DBE has assigned or leased portions of its supply, manufacturing, product or service agreement without the written approval of JMAA's Manager of Disadvantaged Business Enterprise and Community Development.

## G. AWARD DOCUMENTATION AND PROCEDURE

1. To demonstrate the Respondent's participation by DBEs, all Respondents must submit the DBE Utilization Plan (**Exhibit 4**), as described in sub-paragraph (a) below as part of their Statement of Qualifications. Failure to do so may result in a Statement of Qualifications being determined to be non-responsive.
  - a. The Respondent must provide a complete list of Sub-Consultants as part of the Statement of Qualifications, with all required information and attachments. For each DBE firm listed on the DBE Utilization Plan, verification of the firm's DBE certification must be provided. More specifically, the Respondent should provide the name of the certifying agency, the date of the firm's most recent certification and the firm's certification number. The Consultant must execute subcontracts with each DBE firm listed on the DBE Utilization Plan and submit copies of subcontracts to JMAA's Manager of Disadvantaged Business Enterprises and Community Development prior to issuance of a Notice to Proceed by JMAA.
  - b. The DBE Commitment and Confirmation Form is included in the REQUEST FOR STATEMENTS OF QUALIFICATIONS as **Exhibit 5**. The Respondent must **affirm and certify** their DBE Commitment by **signing** Page 1 of 4 of the DBE Commitment and Confirmation Form. The Respondent must also confirm its intent to enter in a subcontract with the DBE firm if the Respondent is awarded the contract. The DBE firm must, in turn, commit to perform the Services, in the amounts and for the prices listed on the DBE Utilization Plan. The Respondent **and** each of their DBE Sub-Consultant must **sign** Part III of the DBE Commitment and Confirmation Form on Page 4.
  - c. Prior to award of the Agreement the Consultant shall provide to JMAA's Manager of Disadvantaged Business Enterprises and Community Development and JMAA's Project Manager, itemized pricing quotes from each of the Sub-Consultants and material suppliers named on the DBE Utilization Plan. The level of detail shall be consistent with the detail in the Contract Documents.

#### H. POST AWARD COMPLIANCE:

1. When the Agreement is awarded on DBE participation in excess of the original stated goal, the Consultant will be required to achieve the DBE participation shown in its Proposal regardless of the goal established by JMAA.
2. The Consultant shall establish a program that will effectively promote increased participation by DBEs in the performance of contracts and subcontracts. The Consultant shall also designate and make known to JMAA's Project Manager and JMAA's Manager of Disadvantaged Business Enterprise and Community Development a liaison officer who will be responsible for the administration of the Consultant's DBE program.
3. The Consultant shall enter into subcontracts or other written agreements with all Sub-Consultants (DBEs and non-DBEs) identified in the Consultant's Statement of Qualifications for the kind and amount of Services specified.

4. The Consultant shall keep each DBE informed of the project progress schedule and allow each DBE adequate time to schedule work, procure supplies and materials, and otherwise prepare for the subcontract Services.
5. At any point during the performance of the Services that it appears the scheduled amount of DBE participation may not be achieved, the Consultant shall provide evidence to JMAA's Manager of Disadvantaged Business Enterprise and Community Development demonstrating how the goal will be met.
6. If the Consultant fails to demonstrate to JMAA's satisfaction that it failed to achieve the scheduled DBE participation due to reasons such as quantitative under-runs or elimination of items contracted to DBEs, JMAA may withhold an amount equal to the difference between the DBE goal and the actual DBE participation achieved as damages.
7. When JMAA has reason to believe the Consultant or any Sub-Consultant (including any DBE) may not be operating in compliance with these requirements through "fronting," brokering, not providing a commercially useful function or for other reasons, JMAA's Manager of Disadvantaged Business Enterprise and Community Development will conduct an investigation. The Consultant, each Sub-Consultant or other involved party will be required to fully cooperate with the investigation. If JMAA determines that any person or entity is not complying, JMAA's Manager of Disadvantaged Business Enterprise and Community Development will notify such person or entity in writing as to the specific instances or matters found to be in noncompliance.
8. To ensure that the obligations under subcontracts awarded to Sub-Consultants are met, JMAA will review the Consultant's efforts to promptly pay Sub-Consultants for Services performed in accordance with the executed subcontracts. The Consultant shall pay Sub-Consultants, including DBEs, their respective subcontract amount within five (5) calendar days after the Consultant receives payment from JMAA for the items performed by the Sub-Consultants. The Consultant shall provide the DBE with a full accounting to include quantities paid and deductions made from the DBE's partial payment at the time payment is made. Failure to do so without cause may result in an equal amount being withheld from the Consultant on the next payment (progress or final).
9. JMAA reserves the right to withhold any payment from the Consultant if JMAA determines that a DBE is not performing a commercially useful function or that achievement of the goal is in question. Payment may be withheld in the amount of the DBE goal that is in question until either (i) the Contractor submits to JMAA's Disadvantaged Business Enterprise Program Manager a revised plan for achieving the Consultant's goal and the plan is approved by JMAA, or (ii) the DBE goal amount in question has been met.
10. JMAA's Disadvantaged Business Enterprise Program Manager will monitor the Consultant's DBE involvement during the Services, the level of effort by the Consultant in meeting or exceeding the DBE participation goal throughout the performance of the Services. If, at the completion of the Services, the Consultant has failed to meet JMAA's



DBE participation goal and has not demonstrated good faith efforts or obtained a reduction of the goal, JMAA may withhold an amount equal to the difference between the DBE goal and the actual DBE participation achieved as damages.

11. Prior to final payment by JMAA, the Consultant shall file with JMAA a detailed list showing each DBE used on the Services, the services performed by each DBE and the amount paid to each DBE. The list shall show the actual dollar amount paid to each DBE for the creditable Services performed, less any rebates, kickbacks, deductions, withholdings, or other repayments made. The list shall be certified under penalty of perjury to be accurate and complete. JMAA will use this certification and other information available to determine if the Consultant has satisfied the DBE contract goal and the extent to which DBEs were fully paid for that Services. The Consultant acknowledges that the information is supplied to obtain payment from JMAA which includes federal assistance from the USDOT.
12. Failure on the part of the Consultant to achieve the DBE participation to which the Consultant committed in the Agreement may result in damages being imposed on the Consultant by JMAA for breach of contract and for non-compliance. If the contract was awarded with less than the original DBE contract goal proposed by JMAA, the revised and lower amount shall become the final DBE contract goal, and that goal shall be used to determine any damages to be assessed. Additionally, JMAA may impose any other administrative sanctions or remedies available at law or provided by the Agreement in the event of breach by the Consultant by failing to satisfy the Consultant's DBE commitment. However, no damages will be assessed, and no other administrative sanctions or remedies will be imposed when, for reasons beyond the control of the Consultant, the final DBE contract goal was not achieved.

#### I. SUBSTITUTIONS OF DBE FIRMS AFTER AWARD.

1. The Sub-Consultants shown in the successful Respondent's Sub-Consultant List will be a material consideration in JMAA making an award. The Consultant shall not terminate, substitute, add or replace any Sub-Consultant or change the amount of any Services to be performed by any Sub-Consultant except in strict compliance with the requirements of the Contract Documents, including these provisions relating to DBE participation. In all instances the Consultant must seek and secure the prior written consent of JMAA before terminating, substituting, adding or replacing any subcontractor or changing their scope of services.
2. Contract activities shown to be performed by a DBE in the Statement of Qualifications shall be performed by the designated DBE or a substitute approved in advance and in writing by JMAA's Disadvantaged Business Enterprise Program Manager. Substitution of DBEs will only be allowed for good cause. For purposes of this paragraph, good cause includes the following circumstances:
  - a. The listed DBE Sub-Consultant fails or refuses to execute a written contract;

- b. The listed DBE Sub-Consultant fails or refuses to perform the services of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE Sub-Consultant to perform its services on the subcontract results from the bad faith or discriminatory action of the prime Consultant;
  - c. The listed DBE Sub-Consultant fails or refuses to meet the prime Consultant's reasonable, nondiscriminatory insurance requirements;
  - d. The listed DBE Sub-Consultant becomes bankrupt, insolvent, or exhibits credit unworthiness;
  - e. The listed DBE Sub-Consultant is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law;
  - f. It has been determined by JMAA, that the listed DBE Sub-Consultant is not a responsible contractor;
  - g. The listed DBE Sub-Consultant voluntarily withdraws from the project and provides written notice of its withdrawal;
  - h. The listed DBE is ineligible to receive DBE credit for the type of services required;
  - i. A DBE owner dies or becomes disabled with the result that the listed DBE Consultant is unable to complete its services on the contract; or evidence of good faith efforts of the Consultant shall be submitted to JMAA's Disadvantaged Business Enterprise Program Manager for approval.
3. The Consultant must include in each prime contract a provision stating:
- a. That the Consultant shall utilize the specific DBEs listed to perform the services and supply the materials for which each is listed unless the contractor obtains written consent from JMAA as provided in this paragraph; and
  - b. That, unless JMAA consent is provided under this paragraph, the Consultant shall not be entitled to any payment for services or material unless it is performed or supplied by the listed DBE.
4. Under no circumstances will the successful Respondent be allowed to perform services originally designated to be performed by a DBE in the successful Respondent's Proposal without prior written approval from JMAA's Disadvantaged Business Enterprise Program Manager.
5. When a listed DBE is unwilling or unable to perform the items of services specified in the successful Respondent's Proposal, the Respondent shall immediately notify JMAA. If a

requested change would result in a shortfall of DBE participation (from the higher of JMAA's goal or the Respondent's commitment), the Respondent shall immediately take steps to obtain another certified DBE to perform an equal amount of allowable credit work or make documented good faith efforts to do so. The new DBE's name and designated services shall be submitted to JMAA's Disadvantaged Business Enterprise Program Manager for approval. The Respondent's request should consist of the Substitution Form (available from JMAA) and a revised DBE Commitment and Confirmation Form (**see Exhibit 5**). If the Respondent is unable to replace a DBE with another DBE for the applicable item, a good faith effort shall be made to subcontract other items to DBEs for the purpose of meeting the goal. JMAA will determine if the Respondent made an acceptable good faith effort in awarding services to DBE firms. JMAA may allow an adjustment of the goal as may be appropriate, depending on individual project circumstances.

#### J. RECORD KEEPING REQUIREMENTS:

The Consultant shall keep such records as are necessary for JMAA to determine compliance with the DBE contract obligations. These records shall include: the names of Sub-Consultant, including DBEs; copies of all subcontracts; the type of services being performed; documentation such as canceled checks and paid invoices verifying payment for work, services, materials, supplies and equipment; and documentation of correspondence, oral contacts, telephone calls, and other efforts to obtain services of DBEs. When requested, the Consultant shall submit copies of all subcontracts and other to JMAA's Disadvantaged Business Enterprise Program Manager. JMAA reserves the right to investigate, monitor and/or review actions, statements, and documents submitted by any Consultant or Sub-Consultant.

#### K. REPORTING REQUIREMENTS.

The Consultant shall submit monthly reports on DBE participation to JMAA's Project Manager and JMAA's Disadvantaged Business Enterprise Program Manager. With each Application for Payment, the Consultant shall submit the Record of Payments to Sub-Consultant (available from JMAA) to JMAA's Project Manager and JMAA's Disadvantaged Business Enterprise Program Manager to verify actual payments to DBEs since the last Application for Payment. These reports will be required until all subcontracting activity is complete and the final payment has been made. Reports are required regardless of whether or not Sub-Consultant activity has occurred since the last Application for Payment.

Upon completion of the Services, and as a condition to final payment, the Consultant shall submit the Final Record of Payments Report to JMAA's Project Manager and JMAA's Disadvantaged Business Enterprise Program Manager detailing all Sub-Consultant and vendor payments. When the actual amount paid to a Sub-Consultant or vendor is less than the amount indicated in the Agreement, the Consultant must provide a complete explanation of the difference.

#### L. DBE PROGRAM-RELATED CERTIFICATIONS MADE BY RESPONDENTS AND CONSULTANTS

If the Respondent makes a written, express disclaimer of one or more certifications or assurances in its Statement of Qualifications, the Statement of Qualifications will be considered non-responsive. By submitting a Statement of Qualifications on any project involving USDOT assistance, and by entering into any contract on the basis of that Statement of Qualifications, the Consultant makes each of the following DBE Program-related certifications and assurances to USDOT and to JMAA:

1. Certification of Knowledge of and Compliance with All DBE Program Terms and Conditions. The Respondent certifies that management and officers have reviewed and understand the obligations of the JMAA's DBE Program rules. The Respondent further certifies that the Respondent's management personnel understand and are familiar with the requirements of these DBE Program rules; and if the Respondent was not familiar with or did not understand the requirements of these rules, they have contacted JMAA DBE Program Office and have been informed as to their duties and obligations under the DBE Program rules.
2. Certification Regarding Disadvantaged Business Enterprises. The Respondent certifies that the Respondent has complied with the federal and local DBE Program requirements in submitting its Statement of Qualifications and will comply fully with these requirements in performing any federal-aid contract awarded on the basis of that submission.
3. Certification to Provide Opportunities for DBEs to Participate. The Respondent agrees to ensure that certified DBE firms, as defined in this document, have a full and fair opportunity to participate in the performance of the Services. The Respondent certifies that all necessary and reasonable steps were taken to ensure that DBE firms have an opportunity to compete for and participate in the Services. The Respondent further certifies that the Respondent has not and will not discriminate on the basis of race, color, age, national origin or sex in the performance of the Services, or in the award of any subcontract.
4. DBE Contract Goal. The Respondent certifies, under penalty of perjury, that if awarded a federal-aid contract, the Respondent will utilize certified DBE firms to meet JMAA's DBE participation goals. The Respondent further certifies the Respondent's understanding that the Respondent may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in its Statement of Qualifications or the Agreement, in whole or in any part, with another DBE, any non-DBE firm or with the Consultant's own forces or those of an affiliate of the Consultant, without the prior written consent of JMAA as set out below.

The Respondent makes this certification, agreement and authorization on behalf of itself, its Sub-Consultants, and sureties.

**EXHIBIT 4**

**JACKSON MUNICIPAL AIRPORT AUTHORITY DISADVANTAGED BUSINESS ENTERPRISES (DBE) UTILIZATION PLAN**  
**REQUEST FOR STATEMENT OF QUALIFICATIONS FOR**  
**HKS PAVEMENT MANAGEMENT PLAN**  
**JMAA PROJECT NO: 006-19 PROJECT DBE GOAL: 12 %**

Prime Respondent Information			
Company Name:			
Company Mailing Address:			
Point of Contact:			
	Name	Phone	Email Address

The prime respondent shall utilize the maximum number of Disadvantaged Business Enterprises (“DBEs”) as possible, and to this end the prime respondent will inform each sub-consultant, or sub-contractor of this requirement. Please provide the following information on the DBEs that you intend to utilize in the performance of the Services related to this project.

Firm Name Contact Person Phone Email	Certifying Agency and Approved NAICS Code(s)	Description of Type of Services to Be Performed on this Project	PERCENTAGE OF OVERALL PROJECT
Prime Respondent Authorized <b>Signature:</b>			<b>Date:</b>
Prime Respondent Printed Name:			

**EXHIBIT 5**

**SUB CONSULTANT COMMITMENT AND CONFIRMATION FORM  
HKS PAVEMENT MANAGEMENT PLAN  
JMAA PROJECT NO. 006-19**

Name of Respondent: \_\_\_\_\_

**DBE COMMITMENT:**

The Respondent affirms and certifies that it had direct contact with the DBE Firms listed below regarding participation in the Project.

The Respondent affirms and certifies that the information listed below is consistent with the quotes from DBE Firms to perform the Services for the Project.

The Respondent affirms and certifies that all information contained on Respondent's Sub-Consultant List about DBE participation is true and accurate.

The Respondent affirms and certifies that, if awarded the contract for the Services of this Project, the Respondent shall award subcontracts to or enter into agreements with the DBE Firms listed below.

\_\_\_\_\_  
Respondent's Authorized Representative (**Signature**)

\_\_\_\_\_  
Title

\_\_\_\_\_  
(Print Name)

**CHECK ONE:**

- Sub-Consultant (Fully complete Parts I and III)
- Sub-Consultant with Lower-Tier Sub-Consultants (Fully complete Parts I, II and III)

**PART I: SUB-CONSULTANT PARTICIPATION**

1. TO: \_\_\_\_\_  
(Name of Prime Consultant)

FROM: \_\_\_\_\_  
(Name of Sub-Consultant)

2. The undersigned Sub-Consultant intends to perform the Services with the above project as (check one):

- an individual / sole proprietorship       a partnership  
 a corporation       a joint venture

3. The undersigned Sub-Consultant (check applicable statements):

NOTE: Pursuant to the JMAA's policies, DBE firms participating in the Disadvantaged Business Enterprises (DBE) Program must have "current" certification status as a Disadvantaged Business Enterprises ("DBE") certified by the Mississippi Unified Certification Program ("MUCP") i.e. Jackson Municipal Airport Authority ("JMAA") or the Mississippi Department of Transportation ("MDOT"). **Please provide evidence of DBE certification.**

- is a Non-DBE.  
 has been certified as a DBE by: \_\_\_\_\_  
 Certification # \_\_\_\_\_

4. The undersigned Sub-Consultant is prepared to perform the following described Services and/or supply the materials listed in connection with the above project (where applicable specify "supply" or "install" or both) and at the following price \$ \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PART II: LOWER-TIER SUB-CONSULTANT PARTICIPATION**

With respect to the proposed subcontract described above, the following lower-tier subcontract(s) will be sublet and/or awarded to lower-tier Sub-Consultant(s):

Name of Firm Receiving Lower Tier Subcontract DBE (Y/N) \_\_\_\_

\_\_\_\_\_  
(Company Name)

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

TIN: \_\_\_\_\_ Insurance: ( )

Services to be Performed: \_\_\_\_\_

\_\_\_\_\_  
Amount of Subcontract: \$ \_\_\_\_\_

Name of Firm Receiving Lower Tier Subcontract to DBEs (Y/N) \_\_\_\_

\_\_\_\_\_  
(Company Name)

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

TIN: \_\_\_\_\_ Insurance: ( )

Work to be Performed: \_\_\_\_\_

\_\_\_\_\_  
Amount of Subcontract: \$ \_\_\_\_\_

Total Amount to be Subcontracted to DBEs: \$ \_\_\_\_\_

Total Amount to be Subcontracted to Non-DBEs: \$ \_\_\_\_\_



**PART III: SIGNATURES**

\_\_\_\_\_  
(Name of Prime Consultant) By: \_\_\_\_\_  
(Signature of Authorized Representative)

Date: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_  
(Name of Sub-Consultant) By: \_\_\_\_\_  
(Signature of Authorized Representative)

Date: \_\_\_\_\_ Phone: \_\_\_\_\_

**PART IV: DBE Participation Verification**

**To be completed by JMAA DBE Representative:**

Total DBE participation amount: \$ \_\_\_\_\_ Overall \_\_\_\_\_ % DBE participation

Reviewed for Content and Completeness: \_\_\_\_\_

JMAA DBE Program Representative

**EXHIBIT 6**  
**JACKSON MUNICIPAL AIRPORT AUTHORITY DISADVANTAGED BUSINESS ENTERPRISES (DBE)**  
**PARTICIPATION COMPLIANCE REPORT**

Prime Respondent Information				
Company Name:				
Company Mailing Address:				
Point of Contact:				
	Name		Phone	Email Address
Project Title:			Owner Contact Information:	
Project Location:				
Project Date:				
Short Description of Scope of Services Provided by Prime	Type of DBE Goal and Percentage Established	Actual Percentage and Dollar Value Achieved	Type of Work Performed by DBE	Name and Type of DBE Participant
Project Title:			Owner Contact Information:	
Project Location:				
Project Date:				
Short Description of Scope of Services Provided by Prime	Type of DBE Goal and Percentage Established	Actual Percentage and Dollar Value Achieved	Type of Work Performed by DBE	Name and Type of DBE Participant
Project Title:			Owner Contact Information:	
Project Location:				
Project Date:				
Short Description of Scope of Services Provided by Prime	Type of DBE Goal and Percentage Established	Actual Percentage and Dollar Value Achieved	Type of Work Performed by DBE	Name and Type of DBE Participant
Prime Respondent Authorized <b>Signature:</b>			Date:	
Prime Respondent Printed Name:				

**EXHIBIT 7**

**TEMPLATE**

**JMAA's Standard Form of Agreement**

**AGREEMENT FOR PROFESSIONAL ARCHITECTURAL AND RELATED SERVICES  
BY AND BETWEEN  
THE JACKSON MUNICIPAL AIRPORT AUTHORITY  
AND  
CONSULTANT**

This Agreement for Project Management Support Services ("Agreement") is made by and between the Jackson Municipal Airport Authority ("JMAA") a municipal airport authority organized and existing under the laws of the State of Mississippi and Company Name ("Consultant"), a Type of Company, located Company Address.

**RECITALS:**

- A. JMAA operates the Jackson-Medgar Wiley Evers International Airport, a commercial service airport located in the City of Jackson, Rankin County, Mississippi ("HKS"), and Hawkins Field General Aviation Airport, a general aviation airport located in the City of Jackson, Hinds County, Mississippi ("HKS" and, together with HKS, the "Airports").
- B. JMAA has heretofore issued a Request for Qualifications ("RFQ") for support with engineering design and construction administration services in support of the Passenger Boarding Bridge Replacement Project at Aircraft Gate No. 2 located on the East Concourse at HKS (as further described in the Agreement as the "Services") and, based on the Statement of Qualifications submitted by Consultant in response to the RFQ, has selected Consultant to provide professional architecture, engineering, and related consulting services.
- C. JMAA and Consultant desire to enter into this Agreement setting forth their understandings and agreements with respect to the Services.

**AGREEMENT:**

In recognition of and in reliance on the foregoing recitals, and in consideration of the mutual promises and covenants set forth in this Agreement, and in exchange for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, JMAA and Consultant agree as follows.

**1. DEFINITIONS**

- 1.1. Defined Terms. For purposes of this Agreement, the following terms have the following meanings:

- 1.1.1. Additional Services means any Services which are not within the Scope of Services, but which JMAA authorizes Consultant to perform pursuant to a Service Modification.
- 1.1.2. Agreement means this Agreement for HKS Passenger Boarding Bridge Replacement at Aircraft Gate No. 2, Project 001-19, together with all amendments, modifications, supplements and Service Modifications to this Agreement, and all materials provided as part of a Statement of Qualifications.
- 1.1.3. Airport means, collectively, HKS and HKS.
- 1.1.4. Construction Documents means documents for construction of projects including, without limitation, contracts between JMAA and Contractors, all construction plans, specifications and drawings, any general or supplementary conditions of contracts, together with any change orders or other modifications to any of the foregoing.
- 1.1.5. Consultant means Company Name, a Type of Company, located Company Address.
- 1.1.6. Contractor means general contractor(s) for projects.
- 1.1.7. DBE means Disadvantaged Business Enterprise, as such term is used in 49 CFR Part 26.
- 1.1.8. FAA means the Federal Aviation Administration, an operating administration of the USDOT.
- 1.1.9. HKS means Hawkins Field General Aviation Airport, a general aviation airport located in the City of Jackson, Hinds County, Mississippi, operated by JMAA.
- 1.1.10. HKS means Jackson-Medgar Wiley Evers International Airport, a commercial service airport located in the City of Jackson, Rankin County, Mississippi, operated by JMAA.
- 1.1.11. JMAA means the Jackson Municipal Airport Authority, a municipal airport authority organized and existing under the Mississippi Airport Authorities Law (MISS. CODE ANN. § 6 1 -3-1, et seq.).
- 1.1.12. Key Personnel means the personnel of Consultant identified on Attachment Attachment Identification Number which Consultant has designated to JMAA as being essential to the performance of the Service.
- 1.1.13. Notice to Proceed means the written notice to Contractors to commence performance of the work described in Construction Documents.

- 1.1.14. Opinion of Probable Project Cost means Consultant's professional opinion of the probable cost of construction and installation of projects, including all costs and expenses to JMAA.
- 1.1.15. Payment means any payment made by JMAA to Consultant for some or all of the Services, whether a progress payment, final payment, payment for Additional Services, Lump Sum payment or other payment.
- 1.1.16. Project Manager for Consultant means the principal employee of Consultant responsible for supervision and coordination of the Services on behalf of Consultant. The initial Project Manager for Consultant is To Be Identified. Consultant will notify JMAA in writing of any change in the Project Manager for Consultant.
- 1.1.17. Project Manager for JMAA means the JMAA employee responsible for supervision and coordination of the Services on behalf of JMAA. The Project Manager for JMAA is To Be Identified, JMAA's Position Title. JMAA will notify Consultant in writing of any change in the Project Manager for JMAA.
- 1.1.18. Reimbursable Expenses means the actual and reasonable costs of all expenses incurred by Consultant in performing the Services under this Agreement, including (i) the costs of transportation, lodging and subsistence related to site visits contemplated by the Scope of Services as requested by JMAA and (ii) costs for photography, printing, copying, long-distance telephone charges, facsimile, mail courier services, project materials and report production/duplication authorized by JMAA.
- 1.1.19. Scope of Services means the Services to be provided by Consultant described in Attachment Attachment Identification Number to this Agreement.
- 1.1.20. Security Regulations means any security plans or regulations relating to HKS/HKS including, without limitation, JMAA's Security Plan for HKS/HKS.
- 1.1.21. Service Modification means a written order to Consultant executed by JMAA directing an increase, decrease or change in the Scope of Services to be performed by Consultant under this Agreement or authorizing the performance of any Additional Services
- 1.1.22. Services means the architectural services, design, construction review project management and related services to be provided by Consultant under this Agreement.
- 1.1.23. Sub-Consultant means any person or entity with whom or which Consultant enters into an agreement to perform any part of the Services, but does not include any member, partner, principal or employee of Consultant.

1.1.24. TSA means the Transportation Security Administration, an operating administration of the United States Department of Homeland Security.

1.1.25. US DOT means the United States Department of Transportation.

1.2. Conventions. The following conventions, unless the context requires otherwise, apply where used in this Agreement:

1.2.1. The words "hereof," "herewith," "hereunder," and words of similar meaning refer to this Agreement as a whole and not to any particular provision of this Agreement.

1.2.2. Where the context requires, the use of singular numbers or pronouns includes the plural and vice versa, and the use of pronouns of any gender includes any other gender.

## 2. GENERAL PROVISIONS RELATING TO THE SERVICES

2.1. Performance in Accordance with Agreement. Consultant shall perform and provide the Services, including any Additional Services, in accordance with the terms and conditions of this Agreement.

2.2. Commencement of Services. This Agreement shall be effective by and between the parties from and after the last date of execution of this Agreement by Consultant and JMAA. Consultant shall commence performance of the Services immediately upon receipt of an executed original of this Agreement and shall thereafter faithfully, diligently and completely perform the Services in accordance with the terms of this Agreement.

2.3. Coordination. Consultant shall coordinate the Services with the work and requirements and with the efforts of all other professionals performing services or work with respect to projects, whether such professionals are engaged or retained by JMAA, by Consultant or by others. JMAA's Project Manager will identify in writing any additional projects with which Consultant must coordinate the Services.

2.4. Progress of Services. The Services shall be performed by Consultant as expeditiously as is consistent with requisite professional skill and care and the orderly progress of the projects in accordance with the project schedules. Consultant understands and expressly acknowledges that the Services may only be a component of the projects and will be relied upon by JMAA and others as to both quality and timing. The project schedules may be adjusted as the projects proceed (but only with JMAA's prior approval). Consultant shall not exceed time limits established by the project schedules once approved by JMAA. Provided, Consultant shall not be responsible for delays caused by persons or entities other than Consultant or not within the power or authority of Consultant (whether by contract or otherwise) to control.

- 2.5. Delays. Consultant shall immediately inform JMAA in writing of any situation which becomes known to Consultant potentially causing a delay in completing the Services in accordance with this Agreement or the projects in accordance with the project schedule. Consultant acknowledges that JMAA may sustain financial loss or other damages if the Services and/or the projects are delayed because Consultant fails to perform any part of the Services in accordance with this Agreement or the project schedules, Accordingly, JMAA may, but shall not be so required, to withhold payment to Consultant in the event Consultant fails to adhere to the project schedules.
- 2.6. Clarifications and Corrections to Services. Consultant shall promptly render to JMAA such interpretations, explanations and clarifications relating to the Services and the instruments and products of its Services as are necessary for the proper execution or progress of the projects. Consultant shall promptly, upon notice or discovery, make necessary revisions or corrections of errors, ambiguities or omissions in any of the Services or the products of any of the Services provided by Consultant or any Sub-Consultant, without additional compensation from JMAA.
- 2.7. Changes in Scope of Services. JMAA reserves the right to increase or decrease the Scope of Services performed by Consultant under this Agreement. In the event of any increase or decrease in the Scope of Services, an equitable adjustment shall be made in the compensation to Consultant under this Agreement.
- 2.7.1. Upon JMAA's request, Consultant shall submit to JMAA proposals for such increases or decreases which shall include cost adjustments for each such respective change. In the event JMAA and Consultant are unable to agree after negotiating in good faith the terms of any Service Modification, Consultant shall nonetheless comply with any Service Modification issued by JMAA, subject to reservation of Consultant's (and JMAA's) rights with respect to any adjustment in compensation under this Agreement.
- 2.7.2. Oral changes to this Agreement, including the Scope of Services, are not valid and are not enforceable.
- 2.8. Key Personnel. JMAA has selected Consultant to perform the Services based on, among other factors, the qualifications (as provided to JMAA by Consultant) of the Key Personnel to be assigned to the Project. Consultant agrees that it will not change or reassign Key Personnel including, without limitation, Consultant's Project Manager, without the prior, written approval of JMAA.
- 2.9. Additional Services.
- 2.9.1. Consultant shall not perform any Additional Services unless authorized in advance pursuant to utilizing JMAA's currently approved Change Order Form P-CO-1 (reference Attachment B), which consent shall be obtained prior to performing or utilizing such deviations. Any deviations not properly approved and authorized shall be considered defective.

- 2.9.2. Consultant shall have no claim or entitlement to payment for Additional Services or for any additional compensation unless, prior to performance, Consultant receives in written a Service Modification, executed by JMAA, for the Additional Services.

### 3. SCOPE OF SERVICES

- 3.1. Services. Consultant shall provide all Services described in the Scope of Services as set forth in Attachment Attachment Identification Number in accordance with the terms of this Agreement and all applicable laws, rules and regulations including, without limitation, any orders, directives, advisory circulars or other requirements of the FAA and TSA.

### 4. COMPENSATION AND PAYMENTS

- 4.1. JMAA shall pay Consultant on a basis for the Services in accordance with Attachment Attachment Identification Number to this Agreement and shall reimburse Consultant (at actual cost) for all Reimbursable Expenses incurred in the performance of the Services, Notwithstanding the foregoing, the maximum amount payable under this Agreement by JMAA is \$NOT TO EXCEED DOLLAR AMOUNT. For Additional Services, unless specified otherwise in the applicable Service Modification, JMAA shall pay Consultant on a basis using the rates set forth for each classification of employee set forth in Attachment Attachment Identification Number to this Agreement.
- 4.2. Invoices. Consultant's invoices for the Services shall be in such form as JMAA may reasonably request and shall include, together with any other appropriate information, the following:
- 4.2.1. JMAA's contract number for the Agreement.
  - 4.2.2. The maximum compensation available to Consultant under this Agreement including both fees and Reimbursable Expenses.
  - 4.2.3. The amount of fees and reimbursable expenses previously paid to Consultant.
  - 4.2.4. The amount requested under the invoice, specifying in detail the fees and reimbursable expenses requested.
  - 4.2.5. A brief summary of the Services to which the fees and reimbursable expenses relate.
  - 4.2.6. An itemization of any amounts payable to Sub-Consultants including, without limitation, amounts payable to DBE Sub-Consultants.
  - 4.2.7. Evidence of payment of all amounts due Sub-Consultants from the immediately preceding payment.



- 4.2.8. Invoices must be supported by a complete, executed JMAA Project/Contract Reporting Form, attached as Attachment A to this Agreement.
- 4.2.9. Consultant will provide such other detail for each invoice as JMAA may reasonably request. JMAA reserves the right to require Consultant to use a form of invoice provided by JMAA. The period covered by each invoice shall be one calendar month ending on the 25th day of the month. Each invoice must be submitted to JMAA's Project Manager no later than the first Monday of the month following the month to which the invoice relates. If any invoice is not timely received by JMAA's Project Manager, JMAA may, at its sole discretion and without any obligation for payment of any interest under Paragraph 4.6, hold the invoice for payment in the following month.
- 4.2.10. The Invoice Deadline may be adjusted on a month-to-month basis, contingent on the rescheduling of JMAA's Board Work Session. When this occurs, JMAA's Project Manager will notify the Consultant in writing of the adjusted Invoice Deadline date for that month. The JMAA Board of Commissioners is required to approve all payments on the Claims Docket presented at the monthly JMAA Board Meeting.
- 4.3. Payment Not Acceptance of Defective Work. No Payment to the Consultant, including final payment, shall be construed as acceptance by JMAA of defective or incomplete Services, or as a waiver of any claims arising out of defective or incomplete Services, and Consultant shall remain responsible and liable for performance of the Services in strict compliance with this Agreement.
- 4.4. Acceptance of Payment Constitutes Waiver. Acceptance by Consultant of any Payment from or on behalf of JMAA shall constitute a waiver and release of any claim that Consultant may have against JMAA arising out of or relating to Services covered by the Payment. Acceptance of final payment by Consultant for the Services shall constitute a waiver and general release to JMAA of all claims that Consultant may have against JMAA arising out of or relating to the Services provided with respect to the Project.
- 4.5. Withholding of Payment. JMAA reserves the right to withhold payment of any amount to Consultant for Services which JMAA determines to be deficient or to protect JMAA from any potential loss or damage from Consultant's failure to comply with the terms of this Agreement. JMAA shall make payment of the amount withheld, after deduction of any damage or loss suffered by JMAA, upon removal or cure of the reason for withholding the payment.
- 4.6. Late Payment. Any payment not made by JMAA within forty-five (45) days of receipt of a proper invoice from Consultant for fees and expenses due and owing shall bear interest at the rate and in the manner prescribed in Miss. CODE ANN. § 31-7-305. Provided, no payment properly withheld by JMAA under Paragraph 4 for which JMAA has delivered

reasonable basis for objection in writing to Consultant under Paragraph 4.5 shall bear interest.

## 5. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 5.1. Representations, Warranties and Covenants of Consultant. Consultant represents, warrants and covenants with JMAA as follows:
- 5.1.1. Consultant is knowledgeable of all federal, state and local laws, codes, rules, regulations, directives and orders applicable to the Services or other work produced or provided by Consultant under this Agreement, and shall comply with all such laws, codes, rules, regulations, directives and orders in the performance of the Services.
  - 5.1.2. Consultant is experienced and fully qualified to perform the Services as contemplated by this Agreement, and Consultant is properly licensed in accordance with all applicable laws, codes, rules, regulations, directives and orders to perform the Services and shall maintain all such licenses at all times while performing Services.
  - 5.1.3. The Services shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances at the time such Services are performed.
  - 5.1.4. Consultant has the full rights under applicable federal, state and local laws, including patent and copyright laws, as applicable, to provide the Services covered under this Agreement.
  - 5.1.5. Consultant shall comply with each of the terms and conditions and each of its duties and obligations under this Agreement.
- 5.2. Representations, Warranties and Covenants of JMAA. JMAA represents, warrants and covenants with Consultant as follows:
- 5.2.1. JMAA is duly authorized to enter into this Agreement.
  - 5.2.2. JMAA will provide to Consultant any documents, drawings or other information in its possession necessary and appropriate to Consultant's performance of the Services and will provide, subject to Security Regulations, access to portions of the Airports necessary for the performance of the Services.
  - 5.2.3. JMAA shall comply with each of the terms and conditions and each of its duties and obligations under this Agreement.

## 6. SUB-CONSULTANTS AND ASSIGNMENT

- 6.1. Consultant may enter into subcontracts with Subconsultants for portions of the Services to be performed by Consultant pursuant to this Agreement. Any such Subconsultants shall be subject to the prior written approval of JMAA. JMAA shall have the right not to accept any proposed Subconsultant for any reason and Consultant shall have no right to additional compensation or other remedy based on the rejection of any Subconsultant.
- 6.2. Consultant shall verify that all Subconsultants and any other persons performing Services under this Agreement are properly qualified and licensed to provide such Services.
- 6.3. Consultant shall bind each and every Subconsultant to all the terms and conditions of this Agreement and the Contract Documents, including without limitation the requirements of Sections 22 and 23 regarding indemnification and insurance.
  - 6.3.1. Consultant shall provide JMAA with fully executed copies of all direct, and lower tier subcontracts associated with the Services of the Agreement.
- 6.4. Consultant shall be fully responsible to JMAA for every act or omission of any Subconsultants and, notwithstanding and in no way limiting any other provision of this Agreement, shall fully indemnify, defend, protect, exonerate and save JMAA harmless from all liabilities, claims, losses, suits, actions, demands, judgments, and costs, including without limitation attorneys' fees, arising from or in any way related to the Services performed or to be performed by the Subconsultants under or in connection with this Agreement.
- 6.5. JMAA hereby approves, and Consultant covenants and agrees to use, the following Subconsultants for the Services specified:
- 6.6. Consultant acknowledges that the participation of the foregoing persons and entities as Subconsultants for the Project, particularly including the DBE participation, was a material factor in JMAA's entering into this Agreement with Contractor.

NON-DBE SUBCONTRACTS		
Name and Address	Work Item(s)	Subcontract Amount
Total Dollar Value of Subcontract Work:		
<b>Percent of Total Contract Sum:</b>		

DBE SUBCONTRACTS		
Name and Address	Work Item(s)	Subcontract Amount
Total Dollar Value of Subcontract Work:		

<b>Percent of Total Contract Sum:</b>	
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- 6.6.1. No other persons or entities may be used in substitution of the foregoing identified Subconsultants without the prior, written consent of JMAA. The Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Consultant obtains JMAA written consent; and that, unless JMAA consent is provided, the Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.
- 6.6.2. In no event shall Consultant substitute or terminate any DBE Subconsultant without the prior, written consent of JMAA. In the event of termination of any DBE Subconsultant, Consultant shall use good faith efforts (as such term is used in 49 CFR Part 26) to replace such DBE Subconsultant with another DBE Subconsultant.
- 6.7. Notwithstanding any other provision of this Agreement, Consultant shall not assign this Agreement, in whole or in part, to any other person or entity, without the prior written consent of JMAA.
- 6.8. Consultant shall comply with the following with respect to each Subconsultant:
- 6.8.1. JMAA shall not be obligated to make any payment to Consultant until Consultant provides evidence to JMAA that all Subconsultants have been paid all amounts owing at the time of payment by JMAA.
- 6.8.2. Consultant agrees to pay each Subconsultant for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment Consultant receives from JMAA. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval from JMAA. This Section 6.8.2 applies to both DBE and non-DBE subcontractors.
- 6.8.3. Consultant shall release any retainage withheld from a Subconsultant within ten (10) days of satisfactory completion of the Subconsultant's Work.
- 6.8.4. Consultant shall not require greater insurance coverages from any of its Subconsultants or proposed Subconsultants than required of Consultant by JMAA under Section 23 of this Agreement.
- 6.9. Consultant shall incorporate the foregoing Sections 6.8.1 through 6.8.3 in each subcontract relating to the Services.

## 7. JMAA'S RESPONSIBILITY

- 7.1. JMAA shall provide such information as is reasonably available to JMAA in connection with the Project and shall cooperate with Consultant as is reasonably necessary for Consultant to perform the Services. JMAA shall finish information required from it as

expeditiously as reasonably practicable for the orderly progress of the Services and projects.

## 8. OWNERSHIP OF PRODUCT OF THE SERVICES

- 8.1. Ownership of Product or Services. The products of all Services, including all plans, designs, schematics, specifications, diagrams, reports or other items produced by or for Consultant shall be considered works made for hire and shall be and become the property of JMAA as performed or provided; however, Consultant shall retain ownership of all pre-existing intellectual property that may have been incorporated into the product(s) of any of the Services, to all of which Consultant hereby grants JMAA an irrevocable, perpetual license to use. At the conclusion or termination of the Project, copies of all documents, plans, specifications, diagrams, specially written software and other products of the Services shall be delivered to JMAA clearly marked and identified. Consultant shall have the right to re-use (subject to any applicable security requirements) any product(s) of the Services and shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software and other proprietary information. JMAA may use such items as it determines, however, Consultant shall incur no liability for JMAA's use of such items other than in connection with the Project. Consultant shall not be liable for any claim arising out of any modification or unauthorized reuse of such items by JMAA or from any use by any third party acquiring such items from JMAA without the prior written consent of Consultant.
- 8.2. Materials Provided by JMAA. All materials provided to Consultant in connection with this Agreement shall be and remain the property of JMAA and shall be returned to JMAA upon the earliest of the completion of the project or termination of this Agreement.
- 8.3. Copyright. Any and all copyrightable material and all copyrights relating to or produced for or in connection with the Services, together with any and all copyright applications and copyrights disclosing printed, videotaped and other recorded material, shall be considered works made for hire and shall be and become the sole property of JMAA as prepared. Consultant shall secure its authorship of Works made for hire by its employees and any independent contractors and Sub-Consultants and shall assign all rights, title and interest in any such copyrights to JMAA. Consultant shall require all persons employed by it and acting as Sub-Consultants, presently or in the future, and, if necessary, any past employees or Sub-Consultants who have worked on any Project or assisted or provided any portion of the Services, to execute and deliver to JMAA an agreement to assign to JMAA any such copyrights and copyright applications covered by this Agreement or any Addendum prior to disclosing any information regarding any Project to such persons; and Consultant hereby assigns all of its right, title and interest in any such information and copyright applications to JMAA. The Consultant's obligation under this Paragraph shall include the obligation to testify on behalf of JMAA in any action or proceeding and to do all things necessary and proper for the perfection, preservation or defense of any such copyright. In furtherance hereof, Consultant will direct and supervise its personnel and any Sub-Consultants to keep all records and notes on all copyrightable material pertaining to the Services and the Project

with the view, among other things, of facilitating proof of copyright ability, and will make such records and notes available to JMAA whenever reasonably requested or necessary.

- 8.4. Rights to Inventions. Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.
- 8.5. Record Drawings. All record drawings, final plans, schematics, and designs shall be delivered to JMAA in AutoCAD format or such other generally accepted format as JMAA may reasonably require. All other documents, information and reports shall be delivered to JMAA in such format as JMAA may reasonably specify.

## 9. ACCOUNTING RECORDS

- 9.1. Consultant shall maintain an acceptable cost accounting system (which accounting system, unless specified otherwise by the FAA or JMAA, shall be maintained in accordance with generally accepted accounting principles (GAAP)). Consultant agrees to provide JMAA, the FAA, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of Consultant which are directly pertinent to this Agreement or the Services provided under this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Consultant agrees to maintain all books, records and reports required under this Agreement for a period of not less than three years after final payment is made and all pending matters are closed.

## 10. GRATUITIES AND COMPENSATION FROM CONSULTANT

- 10.1. JMAA Policy. Consultant shall at all times comply with JMAA's Policy on Conflicts of Interest and Gratuities, as such policy may be amended, modified or replaced from time-to-time. Without limiting the foregoing, Consultant shall not, under any circumstances, offer or agree to offer any gift or gratuity, other than gifts of nominal value authorized by JMAA's Policy on Conflicts of Interest and Gratuities, to any Commissioner, employee or representative of JMAA. Any evidence of such an offer of a gift or gratuity will be cause for termination of this Agreement.
- 10.2. Gratuities from Sub-Consultants. Consultant shall not accept any gratuities or receive any compensation under any circumstances (other than gifts of nominal value or as reasonable compensation for services or work actually performed or provided by Consultant) from any Sub-Consultant, Contractor, subcontractor or material supplier who is, will be or potentially may be involved in the Project. Consultant shall require each of its employees and independent consultants and/or all Sub-Consultants to comply with Consultants obligations under this Paragraph.

## 11. NON-DISCRIMINATION

- 11.1. Non-Discrimination. The Consultant 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 the Consultant and sub-tier consultants from solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

- 11.2. During the performance of the Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

11.2.1. Compliance with Regulations. The Consultant shall 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 contract.

11.2.2. Nondiscrimination. The Consultant, 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 Sub-Consultants, including procurements of materials and leases of equipment. The Consultant 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.

11.2.3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a Sub-Consultant, including procurements of materials, or leases of equipment, each potential subcontractor supplier will be notified by Consultant of Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

11.2.4. Information and Reports. The Consultant 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 JMAA or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so

certify to JMAA or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

11.2.5. Sanctions for Noncompliance. In the event of Consultant's noncompliance with the nondiscrimination provisions of this Agreement, JMAA will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- (i) Withholding payments to the Consultant under the Agreement until Consultant complies, and/or
- (ii) Cancelling, terminating, or suspending this Agreement, in whole or in part.

11.2.6. Incorporation of Provisions. The Consultant will include the provisions of subparagraphs one through six (11.2.1 through 11.2.6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Consultant will take action with respect to any subcontract or procurement as JMAA or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that the Consultant becomes involved in, or is threatened with, litigation with a Sub-Consultant, or supplier because of such direction, the Consultant may request JMAA to enter into such litigation to protect the interests of JMAA. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

11.3. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

11.3.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

11.3.2. 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

11.3.3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

11.3.4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;



- 11.3.5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- 11.3.6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 11.3.7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 11.3.8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 11.3.9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 11.3.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 11.3.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 11.3.12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).
- 11.4. Prohibition of Segregated Facilities.
- 11.4.1. The Consultant agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its

control where segregated facilities are maintained. The Consultant agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

11.4.2. “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

11.4.3. The Consultant shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

## 12. DISADVANTAGED BUSINESS ENTERPRISES

- 12.1. Contract Assurance. Consultant and each Sub-Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.
- 12.2. Prompt Payment. Consultant agrees to pay each Sub-Consultant under this Agreement for satisfactory performance of its subcontract no later than five (5) days from the receipt of each payment Consultant receives from JMAA. Consultant agrees further to return retainage payments to each Sub-Consultant, if any, within ten (10) days after the Sub-Consultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of JMAA. This clause applies to both DBE and non-DBE Sub-Consultants. Nothing in this provision shall authorize withholding of retainage from any Sub-Consultant if JMAA does not withhold retainage from Consultant.

## 13. VETERAN'S PREFERENCE

- 13.1. In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

#### 14. FAIR LABOR STANDARDS ACT

- 14.1. This Agreement and all subcontracts incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (“FLSA”), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### 15. FEDERALLY REQUIRED CERTIFICATIONS

- 15.1. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. Consultant certifies, by acceptance of this Agreement, that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Consultant further agrees by accepting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts.
- 15.2. Trade Restriction Clause. The Consultant certifies that with respect to this Agreement, the Consultant:
- 15.2.1. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (“U.S.T.R.”);
  - 15.2.2. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and;
  - 15.2.3. Has not entered into any subcontract for any product to be used on a Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.
- 15.3. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.
- 15.4. The Consultant must provide immediate written notice to JMAA if the Consultant learns that its certification or that of a Sub-Consultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require Sub-

Consultants provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

- 15.4.1. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or Sub-Consultant:
- 15.4.1.1. Who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.; or
  - 15.4.1.2. Whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list; or
  - 15.4.1.3. Who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.
- 15.5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of Consultant or any Sub-Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 15.6. The Consultant agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective Sub-Consultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Consultant has knowledge that the certification is erroneous.
- 15.7. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or Sub-Consultant knowingly rendered an erroneous certification, the FAA may direct through JMAA cancellation of the contract or subcontract for default at no cost to JMAA or the FAA.
- 15.8. Contract Workhours and Safety Standards Act Requirements
- 15.8.1. Overtime Requirements. No Consultant or Sub-Consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 15.8.2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this clause, the Consultant and

any Sub-Consultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and Sub-Consultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

15.8.3. Withholding for Unpaid Wages and Liquidated Damages. The FAA or JMAA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or Sub-Consultant under any such contract or any other Federal contract with the same prime Consultant, or any other Federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or Sub-Consultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

15.8.4. Subcontractors. The Consultant or Sub-Consultant shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the Sub-Consultant to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any Sub-Consultant or lower tier Sub-Consultant with the clauses set forth in paragraphs (1) through (4) of this clause.

15.9. Copeland “Anti-Kickback” Act. The Consultant must comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Consultant and Sub-Consultants are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Consultant and each Sub-Consultant must submit to JMAA, a weekly statement on the wages paid to each employee performing on covered work during the prior week. JMAA must report any violations of the Act to the FAA.

15.10. Davis-Bacon Requirements.

15.10.1. Minimum Wages.

15.10.1.1. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of

Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

15.10.1.2. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

15.10.1.3. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

15.10.1.3.1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

15.10.1.3.2. The classification is utilized in the area by the construction industry; and

- 15.10.1.3.3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- 15.10.1.4. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- 15.10.1.5. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- 15.10.1.6. The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- 15.10.1.7. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- 15.10.1.8. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written

request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

15.10.2. Withholding. The FAA or JMAA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this Agreement or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any Sub contractor the full amount of wages required by the Agreement. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the Agreement, the FAA may, after written notice to the contractor, sponsor, applicant, or JMAA, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

15.10.3. Payrolls and basic records.

15.10.3.1. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee



programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

15.10.3.2. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [http://www.dol.gov/esa/whd/forms/wh347\\_instr.htm](http://www.dol.gov/esa/whd/forms/wh347_instr.htm) or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

15.10.3.3. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

15.10.3.3.1. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete.

- 15.10.3.3.2. That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
- 15.10.3.3.3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- 15.10.3.3.4. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
- 15.10.3.3.5. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

15.10.4. The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 15.11. Apprentices and Trainees.

15.11.1. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a

State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- 15.11.2. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the

provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- 15.11.3. Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- 15.12. Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Agreement.
- 15.13. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.
- 15.14. Contract Termination. Debarment. A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 15.15. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 15.16. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause

include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

15.17. Certification of Eligibility.

15.17.1. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

15.17.2. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

15.17.3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

16. ENVIRONMENTAL COMPLIANCE

16.1. Clean Air and Water Pollution Control. The Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Consultant agrees to report any violation to JMAA immediately upon discovery. JMAA assumes responsibility for notifying the Environmental Protection Agency (EPA) and the FAA. Consultant must include this requirement in all subcontracts that exceed \$150,000.

17. SAFETY AND SECURITY PROGRAMS

17.1. Compliance with Safety Requirements. Consultant shall observe all safety requirements of JMAA relating to the Airports, as in effect from time to time, and shall take such steps and actions as may be necessary or directed by JMAA to ensure that all officers, employees, representatives, invitees and guests of Consultant and each Sub-Consultant and all officers, employees, representatives, invitees, and guests of each Sub-Consultant observe such requirements.

17.1.1. Texting When Driving. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease

crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

- 17.1.2. Occupational Safety and 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. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their Sub-Consultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant 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.
- 17.2. Compliance with Security Program. Consultant shall observe all Security Regulations, as in effect from time to time, and shall take such steps and actions as may be necessary or directed by JMAA to ensure that all officers, employees, representatives, invitees and guests of Consultant and each Sub-Consultant and all officers, employees, representatives, invitees, and guests of each Sub-Consultant observe such requirements.
- 17.3. Fines and Remedial Actions. If JMAA incurs any fines or penalties or any cost or expense under any safety or security program or plan pertaining to JMAA or either of the Airports as a result of any act or omission of Consultant or any Sub-Consultant, Consultant shall pay or reimburse to JMAA, as the case may be, all such fines, penalties, costs, and expenses. Consultant shall further rectify any such safety or security deficiency as may be determined by JMAA. JMAA reserves the right to take whatever action may be necessary to rectify any security deficiency caused by the actions or inactions of Consultant or Sub-Consultants which Consultant fails to timely remedy. In the event JMAA undertakes any such action, Consultant shall immediately pay and reimburse JMAA all monies expended and costs incurred by JMAA in connection therewith.

## 18. ENERGY CONSERVATION

- 18.1. Consultant and Sub-Consultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

## 19. CERTIFICATION REGARDING LOBBYING

- 19.1. The Consultant certifies to the best of his or her knowledge and belief, that:
- 19.1.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer

or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

19.1.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

19.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

19.1.4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 20. SUSPENSION OF WORK

20.1. JMAA's Authority to Suspend. JMAA may order Consultant, in writing, to suspend all or any part of the Services for such period of time as JMAA may determine to be appropriate for its convenience. Suspension shall be without prejudice to Consultant for payment of any Services provided to the date of suspension.

20.2. Additional Compensation. If the performance of all or any part of the Services is, for an unreasonable period of time, suspended or delayed by an act of JMAA in the administration of this Agreement, or by JMAA's failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), a reasonable adjustment shall be made for an equitable increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or delay, and this Agreement shall be modified in writing accordingly. However, no adjustment shall be made under this provision for any suspension or delay to the extent that performance would have been suspended or delayed by any other cause, including, without limitation, the fault or negligence of Consultant.

20.3. Consultant's Authority to Suspend. In the event JMAA has not paid Consultant the undisputed portion of a timely-received invoice within forty-five (45) days of receipt, Consultant may suspend the Services upon not less than fifteen (15) days written notice to

JMAA. Upon receipt of any payment for which Consultant has suspended performance of the Services under this Paragraph 20.3 Consultant shall immediately recommence performance of the Services.

## 21. TERMINATION

- 21.1. Termination for Convenience. JMAA may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by JMAA, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to JMAA all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this Agreement, whether complete or partially complete.

JMAA agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

- 21.2. Termination for Default. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- 21.2.1. Termination by JMAA. JMAA may terminate this Agreement in whole or in part, for the failure of the Consultant to:

- 21.2.1.1. Perform the services within the time specified in this Agreement or by JMAA approved extension;
- 21.2.1.2. Make adequate progress so as to endanger satisfactory performance of the Project;
- 21.2.1.3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.



Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

JMAA agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

JMAA further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, JMAA determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if JMAA issued the termination for the convenience of JMAA.

21.2.2. Termination by Consultant. The Consultant may terminate this Agreement in whole or in part, if JMAA:

21.2.2.1. Defaults on its obligations under this Agreement.

21.2.2.2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;

21.2.2.3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, JMAA agrees to cooperate with Consultant for the purpose of terminating the Agreement or portion thereof, by mutual consent. If JMAA and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon JMAA's breach of the contract.

In the event of termination due to JMAA's breach, the Consultant is entitled to invoice JMAA and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. JMAA agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## 22. INDEMNITY

- 22.1. Consultant shall indemnify, defend, protect and hold JMAA, its Board of Commissioners (individually and collectively), officers, employees, agents and representatives completely harmless from any and all liabilities, claims, losses, suits, actions, demands, arbitrations, administrative proceedings, awards, judgments, expenses, attorneys' fees and costs pertaining to, without limitation, economic loss or damage, non-performance of obligations, personal and bodily injury, death or property damage to the extent arising from or in connection with (i) any negligent acts, errors or omissions of Consultant or by others under the control or supervision of Consultant in performing or undertaking to perform Services under this Agreement and (ii) any willful misconduct of Consultant or by others under its control or supervision (including, without limitation, any Sub-Consultant) in performing or undertaking any Services under this Agreement.

### 23. INSURANCE

- 23.1. Required Insurance. Consultant shall maintain, at its own expense, the following insurance coverages, insuring Consultant, its employees, agents, designees and any indemnitees as required herein, which insurance shall be placed with an insurance company or companies reasonably acceptable to JMAA. Each policy of insurance provided hereunder shall name JMAA as an additional insured; shall contain a waiver of subrogation in favor of JMAA; and shall incorporate a provision requiring the giving of written notice to JMAA not less than thirty (30) days prior to the cancellation, nonrenewal, reduction in policy limits, or change in the scope or coverage under any such policy or policies evidenced by return receipt of United States certified mail.
- 23.1.1. Professional Liability insurance in an amount not less than \$1,000,000 (including blanket commercial liability coverage with all coverage retroactive to the earlier of the date of this Agreement or the commencement of Consultant's Services in relation to a Project), such coverage to be maintained for a period of at least three (3) years following completion of the Project or the performance of the Services, whichever comes later.
- 23.1.2. Comprehensive general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including coverage for blanket contractual liability, broad form property damage and personal and bodily injury, and products/completed functions.
- 23.1.3. Comprehensive automobile liability insurance, including hired and non-owned vehicles, if any, in an amount not less than \$1,000,000 per claim and \$1,000,000 in the aggregate, covering personal injury, bodily injury and property damage.
- 23.1.4. Worker's compensation insurance in the amounts required pursuant to the laws of the State of Mississippi and employer liability insurance with limits of not less than \$500,000 per accident, \$500,000 per disease and \$500,000 disease per employee.

written approval, through coverage of the Sub-Consultant(s) under Consultant's insurance policies.

## 24. DISPUTE RESOLUTION

- 24.1. Attorneys' Fees. If JMAA and Consultant litigate any claim arising under or relating to this Agreement, the projects or Services, the non-prevailing party in such proceedings shall pay the prevailing party's reasonable attorneys' fees and expenses. If less than the full amount of such monetary claim is awarded, the prevailing party shall recover reasonable attorneys' fees (but no contingent fees) and expenses equal to the proportion of the amount awarded to the amount claimed, and the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees (but no contingent fees) and expenses equal to the proportion of the amount denied to the amount claimed.
- 24.2. Obligation to Continue Services. No claim, dispute, or other matter in controversy or question shall interfere with the rendering of Services or the progress of work with respect to projects, and Consultant shall proceed diligently with performance of this Agreement, notwithstanding the existence of any claim, dispute, or other matter in controversy or question.

## 25. NOTICES

- 25.1. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and may be personally served, delivered by facsimile, or sent by overnight courier or United States mail and shall be deemed to have been given when delivered in person or received by facsimile (as evidenced by the sender's facsimile machine-generated confirmation report) or one (1) business day after delivery to the office of such overnight courier service or three (3) business days after depositing the notice in the United States mail with postage prepaid and properly addressed to the other party at the following respective addresses:

To JMAA: Jackson Municipal Airport Authority  
Suite 300, Main Terminal Building  
Jackson-Medgar Wiley Evers International Airport  
Post Office Box 98109  
Jackson, Mississippi 39298  
Telephone No: (601) 939-5631

Attention Chief Executive Officer

To Consultant: Consultant Name  
Consultant Address  
Consultant City, State, Zip  
Consultant Telephone No.:

**Attention: Consultant Point of Contact**

or to such other address as the party being given such notice shall from time to time designate to the other by notice given in accordance herewith.

**26. GENERAL PROVISIONS**

- 26.1. Independent Contractor. Consultant shall, at all times, be regarded as an independent contractor and shall at no time act as agent for JMAA. Nothing contained in this Agreement shall be deemed or construed by JMAA, Consultant or any third party as creating the relationship of principal and agent, partners, a joint venture or any other similar such relationship between JMAA and Consultant. Neither the method of computation of compensation or other charges, nor any other provision contained herein, nor any acts of JMAA or Consultant hereunder, creates, or shall be deemed to create, a relationship other than the independent relationship of JMAA and Consultant.
- 26.2. Licenses and Permits. Consultant shall timely obtain and pay for all licenses and permits necessary for operations at HKS, including but not limited to a City of Jackson Mississippi Business Privilege License and registration with the Mississippi Secretary of State.
- 26.3. Agreement Subordinate. This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between JMAA and the United States Government relative to the operation or maintenance of the Airports, the execution of which has been required or is required as a condition precedent to the transfer of federal rights or property to JMAA for airport purposes, or the expenditure of federal funds for the improvement or development of the Airports.
- 26.4. No Personal Liability. No official, Commissioner, officer, agent, representative, associate or employee of JMAA shall be charged personally or held contractually liable by or to Consultant in or by any term or provision of this Agreement.
- 26.5. Recitals. The recitals at the beginning of this Agreement are intended to be covenants of JMAA and Consultant, are a material part of this Agreement, and shall be binding on JMAA and Consultant.
- 26.6. Headings. The headings contained in this Agreement are inserted for convenience of reference only, and shall not be construed as defining, limiting, extending, or describing the scope of this Agreement, any article or paragraph hereof, or the intent of any provision hereof.
- 26.7. Incorporation of Exhibits. All exhibits, attachments, modifications, amendments and Service Modifications to this Agreement are intended to be and hereby are specifically made a part of this Agreement.
- 26.8. Incorporation of Required Provisions. JMAA and Consultant incorporate in to this Agreement by this reference all provisions lawfully required to be contained herein by any

governmental body or agency including, without limitation, the USDOT, the FAA, the TSA and the State of Mississippi.

- 26.9. Time of the Essence. Time is of the essence with regard to each and every provision of this Agreement.
- 26.10. Consent by JMAA. Whenever this Agreement calls for the approval or consent of JMAA, such approval or consent shall be given in writing by JMAA's Chief Executive Officer and, unless specifically stated to the contrary, such approval or consent shall be made by JMAA in its sole and absolute discretion.
- 26.11. No Implied Waivers. No delay or omission by JMAA in exercising any right, power or remedy hereunder or otherwise afforded by contract, at law, in equity or by statute, shall constitute any acquiescence thereof or impair any other right, power, or remedy hereunder, or otherwise afforded by contract, at law, in equity, or by statute, or operate as a waiver of such right, power, or remedy. No waiver by JMAA of any default by Consultant under this Agreement shall operate as a waiver of any other default or the same default on a future occasion.
- 26.12. Waivers by Consultant. Consultant hereby waves any claim against JMAA for loss of anticipated profits caused by or resulting from any suit or proceeding directly or indirectly attacking the validity of this Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring this Agreement or any part hereof null, void, voidable or delaying the same or any part hereof from being carried out.
- 26.13. Agreement Binding. All terms, covenants and conditions of this Agreement shall be binding upon and inure to the respective benefit of JMAA and Consultant, their respective officers, employees, agents and representatives, all as the case may be.
- 26.14. Entire Agreement. This Agreement contains the entire agreement between JMAA and Consultant relating to the subject matter hereof and supersedes all oral statements and prior writings with respect hereto and may be altered, amended, or modified only by a written document executed by JMAA and Consultant.
- 26.15. Force Majeure. Neither JMAA nor Consultant shall be deemed in violation of this Agreement if prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, riots, rebellion, sabotage or any other similar circumstances of force majeure for which JMAA or Consultant is not responsible and which are not within JMAA's or Consultant's control.
- 26.16. Governing Law. This Agreement and the rights and obligations of JMAA and Consultant hereunder shall be construed in accordance with and governed by the laws of the State of Mississippi, without regard to the principles of conflict of law.

- 26.17. Understanding. JMAA and Consultant acknowledge that they have thoroughly read this Agreement, all exhibits and attachments hereto, and have sought and received competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein.
- 26.18. Interpretation. This Agreement shall not be construed or interpreted in favor of or against JMAA or Consultant on the basis of draftsmanship or preparation hereof.
- 26.19. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and, to this end, the provisions hereof are severable.

IN WITNESS WHEREOF, JMAA and Consultant have executed this Agreement on the dates indicated below.

*DRAFT ONLY –  
EXECUTABLE DOCUMENTS WILL BE PROVIDED TO SELECTED RESPONDENT*

**Attachment A**

Jackson Municipal Airport Authority							
Project/Contract Reporting Form				* This Information Is Subject to Audit			
Prime Contractor:		Project/Contract Description:					
Current Contract Amount:		Contract/Project No.		Total DBE Goal: _____		Notice to Proceed Date: _____	
Invoice Period:		Amount Billed to Invoice #		Amount of Invoice		Date	
Subcontractor(s)	Subcontractor's Current Contract Amount	Services Performed	Is Sub A State of Mississippi Approved DBE?	Billing Amount this Invoice	Amount Billed to Date	Subcontractor's Percentage of Work Billed for this Period	Subcontractor's Percentage of Work Billed to Date
<b>VERIFICATION</b> I have reviewed the above information and it is correct or has been marked to indicate appropriate corrections.							
_____ Certified by: Print Name and Sign Name				_____ Title			

**Attachment B**

JACKSON MUNICIPAL AIRPORT AUTHORITY CHANGE ORDER			
THIS CONTRACT CHANGE ORDER AMENDS THE CONTRACT DESCRIBED BELOW BETWEEN THE JACKSON MUNICIPAL AIRPORT AUTHORITY ("JMAA") AND THE CONTRACTOR NAMED BELOW:			
CONTRACTOR:			
PROJECT NAME:			
DATE:			
JMAA CONTRACT NUMBER:		JMAA CHANGE ORDER NUMBER:	
BOARD ACTION TAKEN:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	IF YES, IDENTIFY DATE: <span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>
REASON FOR CHANGE:	<span style="border-bottom: 1px solid black; display: inline-block; width: 100%;"></span>		
DESCRIPTION OF CHANGE			
ITEM NUMBER	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNIT COST	TOTAL COST
TOTAL CONTRACT CHANGE			
			<b>TOTAL CONTRACT</b>
ORIGINAL CONTRACT AMOUNT:			
CURRENT CONTRACT AMOUNT:			
THIS CONTRACT CHANGE:			
REVISED CONTRACT AMOUNT:			
CURRENT CONTRACT COMPLETION DATE:			
TIME EXTENSION REQUIRED BY CHANGE:			
REVISED CONTRACT COMPLETION DATE:			
<i>THIS CHANGE ORDER CONSTITUTES AN AMENDMENT TO THE CONTRACT, EXCEPT AS SPECIFICALLY                      MODIFIED HEREBY, ALL PROVISIONS OF THE CONTRACT APPLY.</i>			
RECOMMENDED BY:	<span style="border-bottom: 1px solid black; display: inline-block; width: 100%;"></span>		
	ARCHITECT/ENGINEER		DATE
RECOMMENDED BY:	<span style="border-bottom: 1px solid black; display: inline-block; width: 100%;"></span>		
	JMAA PROJECT MANAGER		DATE
ACCEPTED BY:	<span style="border-bottom: 1px solid black; display: inline-block; width: 100%;"></span>		
	CONTRACTOR		DATE
APPROVED BY:	<span style="border-bottom: 1px solid black; display: inline-block; width: 100%;"></span>		
	JMAA CHIEF EXECUTIVE OFFICER		DATE
CHANGE ORDER ISSUED TO CONTRACTOR BY JMAA PROCUREMENT TEAM	<span style="border-bottom: 1px solid black; display: inline-block; width: 100%;"></span>		
	PROCUREMENT TEAM MEMBER		DATE
<i>YOU ARE HEREBY DIRECTED TO COMPLY WITH THE ABOVE CHANGES TO THE                      CONTRACT PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS:</i>			

Form Identifying No.  
P-CO-1

Effective Date:  
10/1/2016



**EXHIBIT 8**

**JACKSON MUNICIPAL AIRPORT AUTHORITY  
RELEVANT WORK EXPERIENCE REFERENCES  
FOR HKS PAVEMENT MANAGEMENT PLAN**

	Type information below:
Respondent's Name	
Client Information	
Airport/Entity Name	
Contact Person	
Address Line 1	
Address Line 2	
Phone Number	
Email Address	

List information below pertaining to the work relevant to the services requested in the Request for Qualifications for HKS Pavement Management Plan, Project No. 006-19 performed for the above listed Client:

Detailed description of relevant work experience similar to the services requested:	Type information below:
Dates of Service:	

**EXHIBIT 9**

**STATEMENT OF AFFIRMATIONS**

**I. Terminated Contracts, Forfeiture, Bankruptcies**

Regarding all contracts of the Respondent (or any subsidiary, parent or affiliate of the Respondent) for services, similar to the services sought by the RFQ that were terminated, either voluntarily or involuntarily, prior to the expiration of their respective terms during the past five (5) years: the name, location and address of the other party(ies) to said contracts, if any, and the date(s) of termination;

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Regarding any forfeited or canceled sureties or bonds within the past five (5) years, the name and address of the surety and date of the forfeiture or cancellation;

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A detailed description of any judgements and any pending or threatened lawsuits involving Respondent (or any wholly-owned subsidiary, parent or affiliate of the Respondent) during the past five (5) years for work or services similar to the Services sought by this RFQ;

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A description, date of filing and court address for any petition in bankruptcy filed by or against the Respondent (or any wholly-owned subsidiary, parent or affiliate of the Respondent) during the past five (5) years.

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\*If additional room is required, please attach additional pages following this Exhibit.

**II. Expertise and Special Knowledge**

Refer to Section 3.7 of the RFQ and provide required information, if applicable.

**III. Professional Qualifications**

Refer to Section 3.8 of the RFQ and provide required information.

**IV. Insurance**

By checking the box, Respondent affirms that it has the capability to meet the insurance requirements outlined in Section 3.9 of the RFQ prior to execution of an agreement with JMAA.

**V. Independent Contractor**

By checking the box, Respondent affirms that: (i) at all times it will be regarded as an independent Contractor and shall at no time act as the employee or agent of JMAA; (ii) nothing contained in any Agreement shall be deemed or construed by JMAA, Respondent or any third party as creating the relationship of principal and agent, partners, employer and employee, or any other similar such relationship between JMAA and Respondent; and (iii) it shall not be entitled to participate in any employee benefit or welfare programs offered by or through JMAA including, without limitation, participation in any retirement plan, any workers compensation insurance coverage, health insurance plan or other benefit.

**VI. Governing Law, Jurisdiction and Venue**

By checking the box, Respondent affirms that this Agreement, and the rights and obligations of JMAA and Respondent hereunder, shall be governed by and construed in accordance with the laws of the State of Mississippi, without regard to the principles of conflict of law, and venue shall be solely in a Mississippi state court of competent jurisdiction for any law suit or litigation, of any type or nature, arising out of and/or regarding this Agreement.

**VII. Attorneys' Fees**

By checking the box, Respondent affirms that as to any action that shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of an Agreement, the prevailing party shall be entitled to recover, as part of its costs, its actual and reasonable attorneys' fees.

Respectfully submitted,  
RESPONDENT:

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Legal Name of Respondent

Date: \_\_\_\_\_

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Signature

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Printed Name of Signatory

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Title of Signatory

EXHIBIT 10



# JMAA Intent to Respond Form

This form acknowledges your receipt and states whether your firm intends to provide or not provide a submission.

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Project Name** \_\_\_\_\_

**Disadvantaged Business Enterprise (DBE) Status (please check one):**

- |  |   |
|--|---|
| <input type="checkbox"/> Certified Disadvantaged Business Enterprise | <input type="checkbox"/> Minority/Women Business Enterprise |
| <input type="checkbox"/> SBA8A                                       | <input type="checkbox"/> Non-DBE                            |

**Do you plan to provide a submission (please check one)?**     Yes     No

**If No, please state the reason(s)**

**Point of Contact**

**Signature:** \_\_\_\_\_

**Point of Contact**

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Please return this form to Robin Byrd at dherndon@jmaa.com by **2:00 pm central time on Tuesday, June 4, 2019.**

### RFQ CHECKLIST

The list below is provided to the Respondent as a checklist to verify that all required documentation/information listed in this RFQ is included in the Respondent's submittal. This checklist in no way supersedes any requirement listed in the RFQ.

- Identification of Respondent, which includes:
  - Full legal name and type of business entity of the Respondent;
  - Street and mailing address of Respondent;
  - Name of Respondent's representative for notification purposes;
  - Address and phone number of representative if different from address provided above; and
  - Name, titles, and business address of each director, senior officer and any shareholder, partner or member having, owning or controlling 10% or more ownership interested in the Respondent.
  - Identification of Respondent form attached as Exhibit 1. **(Signature and notary required)**
- Organizational summary, which includes:
  - A description of the Respondent's organization;
  - A description of the key personnel the Respondent would utilize; and
  - A description of the equipment to be used on this project.
- Experience of the Respondent, which includes:
  - Evidence of related work experience (Exhibit 8); and
  - References.
- A statement related to any terminated contracts during the past five (5) years attached as Exhibit 9 **(Signature Required):**
  - Any terminated contracts, forfeiture, etc. or affirmation there are none;
  - Any judgements or pending/threatened lawsuits or affirmation there are none; and/or
  - Any Bankruptcies or affirmation there are none.
- Respondent's proposed plan of Work
- Respondent's proposed schedule of Work
- Respondent and Sub-Consultant sufficiently staffed and capable of performing the Services.
- Respondents and Sub-Consultant's expertise and special knowledge.
- Respondents and Sub-Consultant's evidence of professional qualifications (licenses).
- DBE Participation, which includes:
  - DBE Utilization Form as Exhibit 4 **(Signature required)**;
  - DBE Commitment and Confirmation Form attached as Exhibit 5 **(Signatures required)**;
  - DBE Project Participation Compliance Report attached as Exhibit 6 **(Signature required)**.
  - History of DBE Involvement in prior projects
- Number of copies to be provided
  - Five (5) paper copies.
  - One (1) digital copy.
- Acknowledgement of any Addenda issued in relation to this RFQ **(Signature required)**.
- Conflict of Interest and Gratuities Statement attached as Exhibit 2 **(Signature required)**.
- Proof of Team Member licensure as Professional Engineers with the Mississippi Board of Licensure for Professional Engineers and Surveyors
- JMAA Intent to Bid Form attached as Exhibit 10
- Complied with Section 2: General Requirements for Statement of Qualifications and Section 3: Information Required from Respondent