



JACKSON MUNICIPAL AIRPORT AUTHORITY

Your Connection to the World

INFORMATION FOR BIDDERS
FOR CONSTRUCTION AND RELATED WORK
IN CONNECTION WITH
REHABILITATION OF TAXIWAY DELTA AT HAWKINS PROJECT AT THE
HAWINS FIELD AIRPORT
(JMAA PROJECT NO. 009-16)

Date: May 20, 2020

Jackson Municipal Airport Authority
Attn: Deuntagus Herndon,
Procurement Specialist
100 International Drive, Suite 300
Jackson, Mississippi 39208
Telephone: (601) 360-8622
Facsimile: (601) 939-3713
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**ADVERTISEMENT FOR BIDS
BY THE
JACKSON MUNICIPAL AIRPORT AUTHORITY
FOR
CONSTRUCTION AND RELATED SERVICES
IN CONNECTION WITH
THE REHABILITATION OF TAXIWAY DELTA AT HAWKINS PROJECT
AT THE
HAWINS FIELD AIRPORT
(JMAA PROJECT NO. 001-20)**

The Jackson Municipal Airport Authority ("JMAA") will receive sealed bids at the Jackson-Medgar Wiley Evers International Airport ("JAN"), Main Terminal Building, Suite 300, in the City of Jackson, Rankin County, Mississippi, until **2:00 p.m. central time on June 11, 2020** (the "Bid Deadline"), for construction and related services in connection with the Rehabilitation of Taxiway Delta at Hawkins Project at the Jackson-Medgar Wiley Evers International Airport (the "Work").

JMAA will also accept electronic sealed bids as specified in the bid documents. Bids will be accepted until **2:00 p.m. central time on June 11, 2020**, Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

Once registered, Suppliers can download bid specifications and upload bid documents.

JMAA will publicly open and read aloud all bids at **2:15 p.m. central time on June 11, 2020** (the "Bid Opening"), in the Staff Conference Room, Third Floor of the Main Terminal Building at JAN.

The outside or exterior of each bid envelope or container of the bid must be marked with the Bidder's company name and Mississippi Certificate of Responsibility Number and with the wording: "Rehabilitation of Taxiway Delta at Hawkins Project at HKS, JMAA Project No. 001-20." Bid proposals, amendments to bids, or requests for withdrawal of bids received by JMAA after the Bid Deadline will not be considered for any cause whatsoever. JMAA invites Bidders and their authorized representatives to be present at the Bid Opening.

JMAA will award the Work to the Lowest and Best most responsive and responsible Bidder as determined by JMAA in accordance with the criteria set forth in the Information for Bidders. The Information for Bidders contains, among other things, a copy of this Advertisement for Bids, Instructions to Bidders and an Agreement to be executed by JMAA and the lowest and most responsive and responsible Bidder. Any Addendums issued clarifying and/or changing plans and specifications; clarifying and/or changing instructions in the Instruction to Bidders; and/or answering questions in relation to the Instructions to Bidders, including plans and specifications, shall become part of the Information for Bidders. Plans and specifications related to the Work are considered part of the Agreement.

The Information for Bidders, including plans and specifications, is on file and open for public inspection at JAN at the following address:

Jackson-Medgar Wiley Evers International Airport
Suite 300, Main Terminal Building
100 International Drive
Jackson, Mississippi 39208
Telephone: (601) 939-5631 ext. 662
Facsimile: (601) 939-3713
Attention: Deuntagus Herndon, Procurement Specialist

A copy of the plans and specifications for the Work are being made available via digital and original paper copy. Plan holders may register and order plans and specifications from the Jackson Blueprint Online Plan Room website <http://planroom.jaxblue.com>. There is no charge for registration or to view the documents online. Documents are non-refundable and must be purchased through the website. All plan holders are required to have a valid email address for registration. A printed bid set is \$50.00 plus \$20.00 shipping and applicable sales tax and an electronic downloadable set is \$25.00 plus applicable sales tax. For questions regarding website registration and online orders please contact Jackson Blueprint & Supply at (601)353-5803.

Bid Documents may be picked up or shipped to the person making the request. Documents will not be distributed or mailed, however, until payment is received.

JMAA will hold a Pre-Bid Conference at **10:00 a.m. central time on June 1, 2020** in the Community Room, Main Terminal Building at HKS. Attendance at the Pre-Bid Conference is highly encouraged for all those interested in submitting bids as a Prime Contractor for the Work and persons seeking opportunities to provide work as a Sub-Contractor. The benefits of attendance include networking opportunities between Prime Contractors and Sub-Contractors, as well as the opportunity to be on a list of contacts that will be published to interested parties as part of the minutes from the Pre-Bid Conference; review of the plans and specifications; and a site visit of the area covered in the scope of work. **No site visits will be scheduled other than the one provided during the Pre-Bid conference.**

JMAA reserves the right to amend the plans and specifications for the Work by Addendum issued before the Bid Deadline; to reject any and all bids; to waive informalities in the bidding process; and to hold and examine bids for up to ninety (90) days before awarding the Contract to perform the Work.

If it becomes necessary to revise any aspect of this Request for Bids or to provide additional information to Bidders, JMAA will issue one or more Addenda by posting on JMAA's website (<https://jmaa.com/corporate/partner-with-us/procurement/>). 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 Bidders, via email.

JMAA has established a DBE participation goal of **20%** for the Work solicited by this RFB.

JACKSON MUNICIPAL AIRPORT AUTHORITY

DATE: May 20, 2020

/s/ Paul A. Brown

Paul A. Brown, Chief Executive Officer ,

Publication Dates:

May 20 & 27, 2020 (Mississippi Link)

May 20 & 27, 2020 (Jackson Advocate)

May 21 & 28, 2020 (The Rankin County News)

May 21 & 28, 2020 (The LaNoticia MS)

May 20, 2020 (Jackson Jambalaya)

May 20, 2020 (Mississippi Procurement Technical Assistance Program
Website)

INSTRUCTIONS TO BIDDERS

1. **Definitions.** The following terms have the following meanings where used in the Bid Documents. Terms defined in the singular shall have the same meaning when used in the plural and vice versa.
 - a) **Addendum.** A written or graphic instrument issued before JMAA makes an award to perform the Work that modifies or interprets the Bid Documents by additions, deletions, clarifications or corrections.
 - b) **Advertisement for Bids.** The Advertisement for Bids published on the following dates in the following publications: The Jackson Advocate on May 20, 2020 and May 27, 2020; the Mississippi Link on May 20, 2020 and May 27, 2020;; The Rankin County News on May 21, 2020 and May 28, 2020; The La Noticia MS on May 21, 2020 and May 28, 2020; and Mississippi Procurement Technical Assistance Program Website on May 20, 2020. A copy of the Advertisement for Bids appears at page i of the Instructions to Bidders.
 - c) **Agreement.** The written agreement between JMAA and Contractor pertaining to the Work in the form of **Attachment 13**, together with all amendments, modifications and supplements to the Agreement.
 - d) **Airports.** The Jackson-Medgar Wiley Evers International Airport (“JAN”) and Hawkins Field (“HKS”).
 - e) **Alternate Bid.** Additional options that are priced separately from the Base Bid.
 - f) **Base Bid.** The price stated in the bid for which the bidder offers to perform the work described in the specifications, exclusive of any Alternate Bids.
 - g) **Bid.** A complete and properly signed Bid Proposal, together with all information and data required by the Bid Documents to be submitted in connection with a Bid.
 - h) **Bid Bond.** Bid Security in the form of **Attachment 3**.
 - i) **Bid Deadline.** The day and time specified in the Advertisement for Bids or, as applicable, any Addendum, as the deadline for receipt of Bids. The time of record of all Bids received shall be determined by the time clock at the front desk of the Main Terminal Building at JAN.
 - j) **Bid Documents.** The set of documents titled "Information for Bidders for Construction and Related Services in Connection with Rehabilitation of Taxiway Delta at Hawkins Project at the Hawkins Field Airport (JMAA PROJECT NO. 001-20)" which includes, without limitation, the Advertisement for Bids, these Instructions to Bidders, all Exhibits attached hereto, all Addenda, all Plans and all Technical Specifications.
 - k) **Bid Opening.** The day and time specified in the Advertisement for Bids, or, as applicable, any Addendum, that JMAA will publicly open and read aloud all Bids.

- l) **Bid Proposal.** The written document included as **Attachment 2** to the Instructions to Bidders that must be completed and **signed** by Bidder and submitted to JMAA as part of the Bid.
- m) **Bid Security.** A Bid Bond in the form of **Attachment 3** or a certified check, one of which must be included with each Bid.
- n) **Bidder.** Any individual, partnership, corporation, Limited Liability Company or other business entity that submits a Bid to JMAA for the Work.
- o) **Business Day.** A day other than Saturday, Sunday or any legal holiday of the State of Mississippi.
- p) **Contact for JMAA.** The contact for all questions and submittal of Bids and required forms is Mr. Deuntagus Herndon, Procurement Specialist. Mr. Herndon can be contacted at dherndon@jmaa.com or 601-360-8622.
- q) **Contract Documents.** The Advertisement for Bids, this Information for Bidders, the Bid, the Bid Documents, the Agreement (and all Exhibits and documents listed in the Agreement), Drawings, Plans, Technical Specifications, General Provisions, Special Provisions, addenda issued prior to the execution of the Agreement and Modifications issued after the execution of the Agreement.
- r) **Contractor.** The individual, partnership, corporation, Limited Liability Company or other business entity that is awarded the Work and executes the Agreement with JMAA.
- s) **DBE.** 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"); firms certified as Minority Owned or Women-Owned Business by the City of Jackson; firms certified as Minority or Women-Owned by the Mississippi Development Authority ("MDA"); or firms certified by the United States Small Business Administration ("SBA") under their 8(a) program shall be collectively referred to as Disadvantaged Business Enterprises. All Disadvantaged Business Enterprises must be located within the Jackson Metropolitan Area i.e. the City of Jackson and/or the county of Hinds, Rankin, Madison, in order to count toward the contract goal.
- t) **Subconsultant Commitment and Confirmation Form.** The commitment in the form of **Attachment 9** to be completed and **signed** by each Bidder **and** each DBE subcontractor it proposes to use for any portion of the Work.
- u) **DBE Participation Goal.** JMAA's participation goal for in the Work is **17%**. Additional information may be found in **Attachment 8**.
- v) **FAA.** The Federal Aviation Administration ("FAA"), an operating administration of the United States Department of Transportation ("USDOT").
- w) **Good Faith Efforts Report.** The report in the form of **Attachment 11** with supporting

documentation to be submitted and **signed** by each Bidder as evidence of the Bidder's good faith efforts towards meeting the DBE Participation Contract Goal.

- x) **Good Faith Efforts Statement.** The statement in the form of **Attachment 12** with supporting documentation to be submitted and signed by each Bidder as evidence of the Bidder's good faith efforts towards meeting the DBE Participation Contract Goal.
- y) **HKS.** Hawkins Field Airport, a general aviation airport located in the City of Jackson, Hinds County, Mississippi.
- z) **Instructions to Bidders.** These Instructions to Bidders, including Attachments 1 through 17, including all Addenda and all Plans and Technical Specifications.
- aa) **JAN.** The Jackson-Medgar Wiley Evers International Airport, a commercial service airport located in the City of Jackson, Rankin County, Mississippi.
- bb) **JMAA.** The Jackson Municipal Airport Authority, a political subdivision of the State of Mississippi organized by the City of Jackson, Mississippi under the Mississippi Airport Authorities Law, § 61-3-1 et seq., Mississippi Code 1972, as amended.
- cc) **Non-Collusion Certificate.** The certificate in the form of **Attachment 5** to be completed by each Bidder and submitted as part of the Bidder's Bid.
- dd) **Payment Bond.** A payment bond in the form of **Attachment 14** to be delivered by the Contractor with the executed Agreement.
- ee) **Performance Bond.** A performance bond in the form of **Attachment 13** to be delivered by the Contractor with the executed Agreement.
- ff) **Plans.** The drawings or other graphical representations showing JAN (or parts thereof) and the location, character, dimensions and details of the Work.
- gg) **Priority.** The importance of Alternate Bids as determined to be in the best interest of JMAA within the amount of available funds for this project. The order in which Alternate Bids are listed by Priority are identified in section 15.1 of this RFB.
- hh) **Specifications.** The written general provisions, technical specifications and other requirements for the Work included as part of the Bid Documents.
- ii) **Statement of Qualifications.** The certification of the Bidder's qualifications to perform the Work in the form of **Attachment 4** which each Bidder must **sign, notarize**, and submit as part of its Bid.
- jj) **TSA.** The Transportation Security Administration, an operating administration of the United States Department of Homeland Security.
- kk) **USDOT.** The United States Department of Transportation.

- ll) **Work.** The successful Bidder's obligations under the Agreement to perform construction and related services described in the Contract Documents.
2. **Description of Project.** The scope of work for this project consists of the technical specifications provided in **Attachment 18**. The Rehabilitation of Taxiway Delta includes removal of the existing asphalt and base material, construction of the base material, 8" thick, construction of the asphalt surface course, 4" thick, shoulder grading, and removal/replacement of existing drainage pipe.
- 3.
4. **Term for the Work; Liquidated Damages.**
- 4.1. **Term.**
- The term for the Work will be ninety (90) consecutive calendar days from the date of issuance of a Notice to Proceed by or on behalf of JMAA.
- 4.2. **Liquidated Damages.** The Contractor shall commence the Work on the date specified in a Notice to Proceed issued by or on behalf of JMAA and shall achieve substantial completion of the Work not more than the consecutive calendar days identified in Number 3.1 of this RFB, following issuance of the Notice to Proceed, subject to adjustments in the Contract Time as provided in the Contract Documents. In the event Contractor fails to reach substantial completion of the Work within the time allowed, or any authorized extension of the time allowed, Contractor will be liable for agreed liquidated damages, and not as a penalty, in the amount of \$250 per calendar day that the Work remains incomplete. **Please see schedule of values in Exhibit 1.**
- 4.3. **Additional Time.** JMAA will consider requests for additional time based on inclement weather on a case-by-case basis. No Bidder should assume that JMAA will grant additional time for inclement weather. In no event will JMAA grant additional time for any weather or weather event that does not completely prevent the Contractor from performing any Work during a particular day.
5. **Pre-Bid Conference.** JMAA will hold a Pre-Bid Conference at **10:00 a.m. central time on June 1, 2020** in the Community Room of the Main Terminal Building at HKS. Attendance at the Pre-Bid Conference is highly encouraged for all those interested in submitting bids as a Prime Contractor for the Work and persons seeking opportunities to provide work as a Sub-Contractor. The benefits of attendance include networking opportunities between Prime Contractors and Sub-Contractors, as well as the opportunity to be on a list of contacts that will be published to interested parties as part of the minutes from the Pre-Bid Conference; review of the plans and technical specifications; and a site visit of the area covered in the scope of work. **No site visits will be scheduled other than the one provided during the Pre-Bid conference.**
6. **Responsibilities of Bidder.** Before submitting its Bid, each Bidder is responsible for visiting JAN and becoming familiar with the nature and extent of the Work and any conditions that may in any way affect the Work and the labor, equipment, tools and the like required to perform the Work. Each Bidder is responsible for field verifying conditions, quantities and construction difficulties. Each Bidder shall also thoroughly examine the Bid Documents, and other related

documents, including without limitation all Addenda, to be informed of any and all conditions and requirements that may in any manner affect the Work. Failure to do so will not relieve Contractor of its obligation to perform the Work in accordance with the Contract Documents.

7. **Interpretation of Bid Documents.** Each Bidder must examine the Bid Documents carefully and make written request to JMAA for interpretation or correction of any ambiguity, inconsistency, or error therein which may be discovered. Such request must be in writing and delivered to Mr. Deuntagus Herndon, Procurement Specialist by **3:00 p.m. central time on June 3, 2020**. Only interpretations, clarifications or corrections by Addendum issued by Mr. Deuntagus Herndon, Procurement Specialist, shall be binding on JMAA and the Bidders.
8. **Questions and Requests for Additional Information.** Any questions regarding the Bid Documents or the scope of the project must be submitted in writing to Mr. Deuntagus Herndon, Procurement Specialist. 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 **3:00 p.m. central time on June 3, 2020**. Each question must specifically identify this RFB.
9. **Addenda.** If it becomes necessary to revise any aspect of this Request for Bids or to provide additional information to Bidders, JMAA will issue one or more Addenda by posting on JMAA's website (<http://jmaa.com/RFQrfb-center/>).
 - 9.1. 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 Bidders via email.
 - 9.2. No Addendum will be issued later than five (5) business days prior to the Deadline, except an Addendum withdrawing this Request for Bids or postponing the Deadline (which Addendum may be issued at any time up to the Deadline).
 - 9.3. Each Bidder is solely responsible for ensuring that it receives and understands all Addenda issued by JMAA.
 - 9.4. Each Bidder must **acknowledge receipt of all Addenda** on its Bid Proposal in the space(s) provided. Emailed forms will not be accepted.
10. **Representations of Bidder.** Each Bidder shall judge for itself all conditions and circumstances relative to its Bid. Each Bidder, by submitting a Bid, represents that **(i)** it has read and understands the Bid Documents (including the Contract Documents), **(ii)** it has visited JAN and is familiar with the conditions under which the Work will be performed, **(iii)** it accepts the conditions under which the Work will be performed, **(iv)** it agrees to provide such other information as may be required by JMAA to evaluate its Bid prior to award of any contract, and **(v)** it agrees to execute the Agreement in the form attached as **Attachment 13**. Failure on the part of any Bidder to make such examination and on-site inspection shall not constitute a ground for declaration by the Bidder that it did not understand any condition with respect to its Bid, the Work or the Contract Documents.
11. **Investigations.** JMAA reserves the right to make any and all investigations, as it deems necessary to establish the competency of any Bidder to perform the Work.

12. **Agreement.** The selected Bidder will be required to enter into JMAA's standard form agreement in the form of **Attachment 13**. The Agreement will contain, among other things, an agreement to perform the Work 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.
13. **Costs Incurred by Respondents Prior to Execution of an Agreement.** JMAA will not be responsible for any costs incurred by any Bidder in preparation of its Bid. Further, JMAA will not be responsible for any costs incurred by the selected Bidder under any agreement prior to the effective date of the Agreement.
14. **Disclosure of Response Contents.** All materials submitted in response to this RFB will be the property of JMAA and may be held by JMAA or returned to each respective Bidder, at JMAA's sole discretion. In preparing its Bid, each Bidder should be aware that some or all of its Bid 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.
15. **Conflicts of Interest and Gratuities.** Each Bidder must complete, **execute and submit a signed** form. Failure to execute and submit the Certification attached, as **Attachment 16**, to this RFB will be grounds for rejection of the Respondent's Bid without review or consideration by JMAA.
16. **Bidding Procedures. Bid Proposal.** Each Bidder must complete the Bid Proposal form (**Attachment 2**) and submit four (4) originals of the Bid Proposal to JMAA as part of its Bid. All blank spaces in the Bid Proposal must be completed. Bidder shall include the total sum of unit price bid items, typewritten or legibly printed in ink, for the Base Bid and each Bid Alternate, if any. In addition, each Respondent must submit one (1) copy of its entire Bid Package (including all attachments and exhibits) in digital format. The digital copy of the Bid Package shall be submitted on CD-ROM, DVD or USB flash drive in Adobe*.pdf (searchable) format. EACH BID PROPOSAL MUST BE IN THE FORM OF A LUMP SUM. JMAA will select as the Lowest and Best Responsible and Responsive Bid the option which allows JMAA to obtain the greatest overall value based on available funds. If no alternates are included in the Request for Bids or responses thereto, the Lowest and Best Responsible and Responsive bid shall be determined by the amount of the Base Bid. If Alternates are included in the Request for Bids or responses thereto, the Lowest and Best Responsible and Responsive Bid shall be determined by the base bid plus alternates up to the amount of Available funds for the project in the following order identified in section 15.1. JMAA EXPRESSLY RESERVES THE RIGHT TO REJECT ALL BIDS IF THE RESPONSES TO THIS REQUEST FOR BIDS EXCEED JMAA'S ESTABLISHED BUDGET FOR THIS PROJECT.
17. **Signature.** Each Bidder must **sign** all four (4) originals of its Bid Proposal.
18. **Subcontractors.** Each Bidder must identify its proposed subcontractors, including DBE and Non-DBE subcontractors, on the Subcontractor List (**Attachment 9**).

- 18.1.1. The Subcontractor List must allocate all significant portions of the Work among the Bidder and its proposed subcontractors.
 - 18.1.2. The subcontractors shown in the Subcontractor List will be a material consideration in JMAA's determination of the Lowest and Best Responsible and Responsive.
 - 18.1.3. JMAA will not allow any changes in a Bidder's Subcontractor's List except for good cause shown and, with respect to DBE subcontractors, satisfaction of the requirements set forth in the Guidelines for DBE Participation (**Attachment 8**).
 - 18.1.4. A Bidder must submit a properly completed and **signed (by Bidder and each proposed DBE subcontractor or supplier)** DBE Commitment and Confirmation Form (**Attachment 10**) with their Bid.
 - 18.1.5. The Bidder must submit a complete Good Faith Efforts Report (**Attachment 11**) and Good Faith Efforts Statement (**Attachment 12**) with supporting documentation evidencing its good faith efforts towards meeting the DBE Participation Contract Goal the Bid.
 - 18.1.6. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the Bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.”
 - 18.1.7. The Bidder must submit copies of the quotes they received for each DBE firm listed on the Subcontractor List.
19. **Statement of Qualifications.** Each Bidder must provide the information requested in the Statement of Qualifications (**Attachment 4**) as part of its Bid. The Statement of Qualifications must be **signed and notarized**.
20. **Bid Security.** Each Bidder must include Bid Security in the amount of 5% of its Base Bid with its Bid Proposal. The Bid Security must be in the form of a Bid Bond conforming to **Attachment 3** or a certified or cashier's check made payable to JMAA. The Bid Security must be **signed** by the **Surety's Resident Agent**. The Bid Security guarantees:
- 20.1. That Bidder will not withdraw its Bid for ninety (90) days after the Bid Deadline; and
 - 20.2. That Bidder will execute and enter into the Agreement (**Attachment 13**) if its Bid is determined by JMAA to be the lowest and best Bid submitted.
 - 20.3. JMAA will keep the Bid Security as liquidated damages if a Bidder withdraws its Bid within the ninety (90)-day period or fails to execute and deliver the Agreement to JMAA within ten (10) Business Days after tender of the Agreement by JMAA. All Bid Bonds shall be secured from an agency of a surety or insurance company, which agency shall have an established and duly licensed resident agent in the State of Mississippi (which resident agent must countersign any Bid Bond provided hereunder or any Payment or Performance Bond provided under the Contract Documents). Bid

Security from the three (3) lowest and best Bidders shall be held by JMAA, without interest, until the contract is awarded and the lowest and best Bidder executes and delivers the Agreement, the Payment and Performance Bond and all other documents required at the time of the execution of the Agreement to JMAA.

21. **Bid to be Enclosed in Envelope.** Each Bid Proposal, together with the Bid Security, the Statement of Qualifications, the Non-Collusion Certificate, the Debarment Certificate and all other required information to be submitted on the Bid Opening Date (see Bidder Checklist, **Attachment 1**), shall be enclosed in a sealed envelope or container. The Bidder must type or legibly write in ink it's **Company Name and Mississippi Certificate of Responsibility Number** on the outside of the envelope or write that the bid does not exceed \$50,000.00. Bidder must also type or legibly write the phrase: " **Federal Aviation Administration Rehabilitation of Taxiway Delta at Hawkins Project at Hawkins Field Airport (JMAA PROJECT NO. 001-20)**" on the outside of the envelope. A Bid will be considered invalid if it has not been deposited at the designated location prior to the Bid Deadline. The Bid Deadline may be extended by Addendum issued to the Bidders.
22. **Withdrawal of Bids.** A Bidder may withdraw its Bid, without prejudice, prior to the Bid Deadline, by communicating the withdrawal in writing to JMAA, whereupon the Bid will be returned unopened. Unless otherwise provided in an Addendum, no Bidder may modify, withdraw or cancel its Bid or any part thereof for ninety (90) days after the Bid Deadline.
23. **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 Bidders to this RFB 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.
 - 23.1. By submitting a Bid, each Bidder 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 Bidder (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.
24. **Disadvantaged Business Enterprises.** It is the policy of JMAA that Disadvantaged Business Enterprises as such term is used in this document have the maximum meaningful opportunity to participate in performance of the Work. The DBE participation goal requirements, with respect to DBEs and information to assist Bidders in meeting DBE participation goals and requirements are set forth in **Attachment 8** to the Instructions to Bidders. **JMAA has established a DBE participation goal of 17% for the Work solicited by this RFB.**

25. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity.

- 25.1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Technical Specifications" set forth herein.
- 25.2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
 - 25.2.1. Goals for minority participation for each trade: 30.3%
 - 25.2.2. Goals for female participation in each trade: 6.9%
 - 25.2.3. These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.
 - 25.2.4. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
- 25.3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
- 25.4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is The State of Mississippi, Rankin County, City of Jackson.

26. **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.

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

27. **Buy American Preference.** The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

27.1. A bidder or offeror must complete and submit the Buy America certification, Certificate of Compliance Based on Equipment and Materials used on the project, included herein as **Attachment 7** with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

28. **Certification of Bidder Regarding Debarment.** By submitting a bid under this solicitation, the Bidder certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction as further acknowledged on the Certificate Regarding Debarment, Lobbying and Non-Segregated Facilities herein as **Attachment 6**.

29. **Trade Restriction Certification.**

29.1. By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

29.1.1. 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 as published by the Office of the United States Trade Representative (U.S.T.R.);

29.1.2. 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

29.1.3. 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.

29.2. 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.

- 29.3. The Offeror must provide immediate written notice to JMAA if the Offeror learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.
- 29.4. 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 an Offeror or subcontractor:
- 29.4.1. 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
- 29.4.2. 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
- 29.4.3. Who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.
- 29.5. 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 a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 29.6. The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor 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 Offeror has knowledge that the certification is erroneous.
30. **Occupational Safety and Health Act of 1970.** All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
31. **Qualifications of Bidder.** In addition to such other information as may be required by the Instructions to Bidders, each Bidder shall include as a part of its Bid all information required by the Statement of Qualifications (**Attachment 4**). JMAA reserves the right to make such investigations, as it deems necessary to establish the competency and financial stability of any

Bidder to perform the Work. If, upon investigation, evidence of competency, quality of work (as evidenced by prior work for JMAA or others) or financial stability is not satisfactory in JMAA's sole judgment, JMAA reserves the right to reject the Bid of such Bidder. A list of the qualification criteria is listed in the Technical Specifications in the Statement of Qualifications.

32. **One Bid Per Bidder.** JMAA will not consider more than one Bid from any one Bidder. If JMAA has reasonable grounds to believe that a Bidder is involved (as a prime) with more than one Bid for the Work, then all Bids in which that Bidder is believed to be involved will be rejected. Any or all Bids will be rejected if there is reason to believe that collusion or other agreements in restraint of free and competitive bidding exist among the Bidders and no participant in such collusion will be considered in future Bids for the Work. Each Bidder must complete, **sign, notarize** and submit the Non-Collusion Certificate (**Attachment 5**) with its Bid.
33. **Opening of Bids.** JMAA will receive sealed Bids for the Work at the Main Terminal Building at JAN, Suite 300, in the City of Jackson, Rankin County, Mississippi, until the Bid Deadline. **Any Bid received after the Bid Deadline will be returned to the Bidder unopened.** At the Bid Opening, JMAA will publicly open and read aloud all Bids. Bidders and their authorized representatives are invited to be present at the Bid Opening. The opening of any Bid shall not be considered as an acceptance of such Bidder as a responsible, qualified Contractor.
34. **Evaluation of Bids.** Only those Bids timely received, in proper form and meeting all qualifications will be considered. Bids for the Work will be evaluated on all Base Bids and alternate prices, if any, in priority order as identified in section 15.1, for which the Bidder proposes to perform the Work as set forth in the Bid Proposal, on the Bidder's compliance or Good Faith Efforts to comply with JMAA's DBE goals and on the qualifications of the Bidder submitted in accordance with the Statement of Qualifications. **The experience, ability and reputation of the Bidder, the Bidder's prior performance on projects for JMAA and for others, as well as the Bidder's financial ability, and ability and efforts to meet JMAA's DBE goals, will be important considerations in the selection of a Bidder.** JMAA will award the Work to the Bidder submitting the Lowest and Best Responsible and Responsive Bid as determined by JMAA.
35. **Notice of Award.** The Bidder submitting the Lowest and Best Responsible and Responsive Bid, as determined by JMAA, will be given written notice that it has been awarded the Work. The notice shall specify which alternates, if any, are being accepted from the Bid Proposal. Accompanying the notice will be one or more originals of the Agreement. Within **ten (10) Business Days** of the date of receipt of the notice, the successful Bidder must execute and deliver the originals of the Agreement, as supplied with the notice of award, together with the appropriate **Payment and Performance Bonds, certificates of insurance and other required documents to JMAA.** JMAA reserves the right, in its sole discretion, to amend the form of the Agreement at any time prior to execution thereof without the necessity of re-advertising or re-letting Bids. No amendment, alteration or change, as the case may be, to the Agreement shall invalidate or affect anything in the Bid Documents that is not expressly altered or affected by such amendment, alteration or change.
36. **Payment Bond.** At the time of execution of the Agreement, the successful Bidder shall post a **Payment Bond** in the form of **Attachment 15** in a penal sum equal to the full contract

amount for the Work **signed** by the Surety's Resident Agent. JMAA, in its sole discretion, may waive the requirement of the Payment Bond if the contract amount is less than \$25,000.00 and payment is to be lump sum at the completion of the Work and acceptance by JMAA.

37. **Performance Bond.** At the time of execution of the Agreement, the successful Bidder shall post a **Performance Bond** in the form of **Attachment 14** in a penal sum equal to the full contract amount for the Work **signed** by the Surety's Resident Agent. JMAA, in its sole discretion, may waive the requirement of the Performance Bond if the contract amount is less than \$25,000.00 and payment is to be lump sum at the completion of the Work and acceptance by JMAA.
38. **Laws.** By submission of a Bid, Bidder represents that it is knowledgeable of, and has fully complied with, all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Work. Bidder further represents that, in the performance of the Work, it shall comply with all "Buy American" requirements of federal and state law, including, without limitation, the requirements of 49 U.S.C. §2226a. Ignorance of any applicable laws, etc. on the part of the Bidder will in no way relieve the Bidder from its related responsibilities.
39. **Rejection of Bids.** JMAA reserves the right, in its sole discretion, to reject any or all Bids. Without limiting the foregoing, **JMAA specifically reserves the right to reject a Bid if the Bidder fails to furnish the required Bid Security, fails to submit the information or documentation required by the Bid Documents, fails to submit the Subcontractor List or DBE Commitment and Confirmation Form, fails to meet JMAA's DBE goals or fails to document its good faith efforts to comply with JMAA's DBE goals, or the Bid is in any way incomplete or irregular.**
40. **Amendments to Bid Documents.** JMAA reserves the right to amend the Bid Documents at any time prior to the Bid Opening without the need to re-advertise for Bids or to extend or postpone the date and time of such Bid Opening. JMAA will not, however, issue any Addendum later than five (5) Business Days before the Bid Deadline, except as provided in Paragraph 8(i).
41. **Certificates of Responsibility.** As required by Sections 31-3-1, 31-3-15 and 31-3-21 of the Mississippi Code of 1972, as amended, each Bidder must have a valid and appropriate Certificate of Responsibility ("COR") issued by the Mississippi State Board of Contractors as of the Bid Deadline to submit a Bid for the Work if the Bid will exceed \$50,000.00. Further, each Subcontractor (of any tier) that Bidder proposes to perform Work that exceeds a value of \$50,000 must have a valid and appropriate COR issued by the Mississippi State Board of Contractors as of the Bid Deadline.
- 41.1. The Bidder shall type or legibly write in ink it's Mississippi Certificate of Responsibility Number on the outside of the envelope or write that the bid does not exceed \$50,000.00. When bidding as a joint venture and the joint venture itself does not hold a certificate of responsibility, each contractor comprising the joint venture shall place its certificate of responsibility number on the outside of the envelope containing the bid. If the joint venture itself holds a certificate of responsibility, then it shall place its certificate number only on the outside of the envelope.

42. **Resident Bidder Preference Law.** In accordance with Section 31-3-21 of the Mississippi Code of 1972, as amended:

- 42.1. A nonresident Bidder domiciled in a state having laws granting preference to local contractors may only be awarded a public contract in the State of Mississippi on the same basis as that Bidder's state awards contracts to Mississippi contractors bidding under similar circumstances. Resident contractors actually domiciled in Mississippi have preference over nonresidents in the awarding of public contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident.
- 42.2. Each nonresident Bidder must submit a copy of its resident state's current bid law pertaining to that state's treatment of nonresident bidders. **Any Bid submitted by a nonresident Bidder that does not include the nonresident Bidder's current state law pertaining to treatment of nonresident bidders shall be rejected and not considered for award.**
- 42.3. As used in these Instructions to Bidders, the term "resident contractor" includes an individual that is a legal resident of the State of Mississippi, a corporation, limited liability company, partnership or other entity organized under the laws of the State of Mississippi as well as a nonresident person, firm or corporation that has been qualified to do business in this state and has maintained a permanent full-time office in the State of Mississippi for two (2) years prior submission of the Bid, and the subsidiaries and affiliates of such a person, firm or corporation.

ATTACHMENT 1

BIDDER CHECKLIST

The following checklist is provided to help each Bidder accurately and completely submit documents required for a proper and complete Bid for the Work. JMAA does not guarantee that complying with this checklist will result in the submission of a proper and acceptable Bid. Bidder shall, at all times, refer to the Instruction for Bidders for guidance.

PART I – BID DOCUMENTS

Attachment 2 – Bid Proposal

Bid Proposal **Signed** and **Notarized**? ☐ Yes ☐ No

Attachment 3 – Bid Security

Bid Bond in the amount of 5% of the Base Bid included? ☐ Yes ☐ No

If not, certified check in the amount of 5% of the Base Bid included? ☐ Yes ☐ No

Bid Bond **signed** by Surety's Resident Agent? ☐ Yes ☐ No

Attachment 4 – Statement of Qualifications

Statement of Qualifications completed, **signed** and **notarized**? ☐ Yes ☐ No

If a nonresident Bidder, a copy of the Bidder's resident state bid preference law attached? ☐ Yes ☐ No

Attachment 5 – Non-Collusion Certificate

Non-Collusion Certificate **signed** and **notarized**? ☐ Yes ☐ No

Attachment 6 – Debarment, Lobbying, and Non-Segregated Facilities Certificate

Certificate Regarding Debarment, Lobbying, and Non-Segregated Facilities **signed** and **notarized**? ☐ Yes ☐ No

Attachment 7 – Certificate of Compliance Based on Equipment and Materials

Certificate of Compliance Base on Equipment and Materials. Appropriate box checked and **signed**? ☐ Yes ☐ No

Attachment 9 - Subcontractor List

- Subcontractor List (9-1 and 9-2) **signed** and **dated**? ☐ Yes ☐ No
- Name and contact information for each subcontractor included? ☐ Yes ☐ No
- Statement of whether subcontractor is a DBE or non-DBE included? ☐ Yes ☐ No
- Work divided between Bidder and Bidder's subcontractors so that all work is fully assigned? ☐ Yes ☐ No
- Percentage of Work to be performed by DBE Firms identified? ☐ Yes ☐ No
- Copies of the quotes received for each DBE firm listed on the Subcontractor List? ☐ Yes ☐ No

Attachment 16 - Conflicts of Interest and Gratuities

- Conflicts of Interest and Gratuities **signed** and **dated**? ☐ Yes ☐ No
- Acknowledgement of all Addendums issued for this RFB.
All Addendums **signed** and **dated**? ☐ Yes ☐ No
- Sealed Bid Envelope or Container
- Bidder's Name and Mississippi Certificate of Responsibility on exterior? ☐ Yes ☐ No
- JMAA Project Name and Number on exterior? ☐ Yes ☐ No

PART II –DBE CERTIFICATIONS

Attachment 10 – DBE Commitment and Confirmation Forms

- DBE Commitment Form included for EACH DBE Firm? ☐ Yes ☐ No
- DBE Commitment and Confirmation Forms **signed** by **Bidder** on Page 1 and **signed** and **dated** by **Bidder** and **Subcontractor** on Page 4? (Submit all 4 pages) ☐ Yes ☐ No
- Evidence of DBE certification attached? (Copy of DBE's letter of notice from certifying agency confirming certification and/or the certificate attached to the letter) ☐ Yes ☐ No

Attachment 11 – Good Faith Efforts Report

DBE Good Faith Efforts Report completed, **signed** and **dated**? ☐ Yes ☐ No

Supporting information attached? ☐ Yes ☐ No

Attachment 12 – Good Faith Efforts Statement

DBE Good Faith Efforts Statement completed, **signed** and **dated**? ☐ Yes ☐ No

Supporting information attached? ☐ Yes ☐ No

Documentation of good faith efforts by including copies of each DBE and non-DBE subcontractor quote submitted to the Bidder when a non-DBE subcontractor was selected over a DBE for work on the Contract? ☐ Yes ☐ No

THE ABOVE ITEMS MUST BE INCLUDED IN BIDDER'S SEALED BID ENVELOPE OR BID CONTAINER AND SUBMITTED TO JMAA BY THE BID DEADLINE.

ATTACHMENT 2

BID PROPOSAL FORM

In response to the Advertisement for Bids by Jackson Municipal Airport Authority ("JMAA"), the undersigned hereby submits this Bid Proposal pursuant to and in accordance with the Instructions to Bidders, which is a part of the Bid Documents for the Rehabilitation of Taxiway Delta at Hawkins Project at Hawkins Field Airport (JMAA PROJECT NO. 001-20) (the "Work"). Terms defined in the Instructions to Bidders are used herein as therein defined unless otherwise indicated.

Pursuant to published notice by JMAA of its intent to receive Bids for the right and privilege of performing the Work, the undersigned hereby submits its Bid to perform the Work based on and subject to the terms, provisions and conditions contained in the Bid Documents, all of which documents have been read by the undersigned and to which the undersigned agrees, and further subject to the written commitments of the undersigned attached hereto.

Based upon the terms, provisions and conditions of the Bid Documents, the undersigned hereby agrees, in consideration for the Work, to accept as payment in full the following:

Base Bid Amount (amount must agree with the total amount shown on page). Bid Amount must be written in words and numbers.	<div>_____</div> <div>_____ Dollars and _____ Cents</div> <div>(\$ _____)</div>
---	---

The Bidder agrees that the Total Bid Amount stated in this Bid Proposal is based on the scope of work shown on the contract documents. In the event any Unit Price or the extension thereof is unknown or incorrect, JMAA may, at its sole discretion, declare the Bid incomplete and nonresponsive, allowing the rejection of the Bid submitted in its entirety. In the event of any discrepancy Unit Price shall determine the Bid Amount.

ITEM NUMBER	DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	PRICE EXTENSION
238910-P-152-4.1	UNCLASSIFIED EXCAVATION	1192	CY		
238910-P-152-4.2	EMBANKMENT IN PLACE	332	CY		
237310-C-102-1.1	TEMPORARY SILT FENCING	1000	LF		
237310-C-102-1.2	TEMPORARY STONE CONSTRUCTION ENTRANCES	2	EA		
237310-P-209-5.1	CRUSHED AGGREGATE BASE COURSE (8" THICK)	545	CY		
237310-P-401-8.1	ASPHALT SURFACE COURSE (4" THICK)	540	TONS		
237310-P-603-5.1	EMULSIFIED ASPHALT TACK COAT	242	GAL		
237310-P-620-5.1	PAVEMENT MARKINGS (INCL REFL MEDIA)	1400	SF		
237310-D-701-5.1o	24" RCP	361	LF		
237310-D-701-5.2o	30" RCP	52	LF		
237310-D-751-5.3	INLETS	7	EA		
115112-T-901-5.1	SEEDING	1	ACRE		
541370-S-001.1	CONSTRUCTION LAYOUT AND STAKING	1	LS		
237310-S-001.2	L-853 TAXIWAY SEMI-FLUSH RETROREFLECTIVE MARKERS, TYPE I	10	EA		
237310-C-105	MOBILIZATION	1	LS		
237310-S-001.4	REMOVE DRAINAGE STRUCTURE	6	EA		
237310-S-001.5	REMOVE DRAINAGE PIPE	413	LF		

SS-300-5.1	LOCKOUT/TAGOUT AND CONSTANT CURRENT REGULATOR CALIBRATION PROCEDURES	1	LS		
SS-301-5.1	EXISTING STAKE MOUNTED EDGE LIGHT, ADJUSTED TO NEW GRADE	10	EA		
				Total:	

The Bidder attests that:

1. If awarded the contract for the Work, the Bidder will enter into subcontracts, subject to JMAA approval, with the persons and entities shown on the Subcontractor List **Attachment 9** to the Instructions to Bidders) attached to this Bid Proposal for the Work specified.
2. Bidder acknowledges that the participation of the persons and entities shown on the Subcontractor List, particularly the DBE participation, will be a material factor in JMAA's awarding the contract for the Work to the successful Bidder. The Bidder agrees that no other persons or entities will be used in substitution of the foregoing identified persons or entities without the prior, written consent of JMAA.
3. Bidder agrees it shall achieve completion of the Work (including completion or correction of any punch list items) in accordance with the time limit(s) set forth in the Contract Documents. In the event the Bidder fails to complete the Work within the scheduled time or any authorized extension thereof, there shall be deducted from the Contract Sum, as agreed liquidated damages and not as a penalty, the amount of \$250 per calendar day for each calendar day that the Work remains incomplete beyond the specified time for completion.
4. Should JMAA award Bidder the right to perform the Work, the undersigned agrees to execute, in three (3) originals, the Agreement in the form attached as **Attachment 13** to the Instructions to Bidders, and a Performance Bond and a Payment Bond in the form of **Attachment 14** and **Attachment 15**, respectively, to the Instructions to Bidders, said bonds each being in a penal sum equal to the full contract amount for the Work. The undersigned agrees to deliver such Agreement, Performance Bond, Payment Bond appropriate certificates of insurance and other required information to JMAA within fifteen (15) calendar days following receipt of written notice of the award from JMAA.
5. Accompanying this Bid is Bid Security in the form of either a Bid Bond in the form of **Attachment 3** to the Instructions to Bidders or a certified check in the amount of five percent (5%) of the amount of the Bid, payable to JMAA as liquidated damages in the event the undersigned is given notice of acceptance of its Bid and fails to execute the Agreement or fails to comply with the applicable Performance Bond, Payment Bond or

other requirements, as set forth in the Instructions to Bidders or the Agreement, within fifteen (15) calendar days following receipt of written notice of the award from JMAA.

6. By execution below, **Bidder acknowledges receipt** of any and all Addenda and included Acknowledgement forms with this Bid Proposal. Bidder further certifies that it has considered all such Addenda in preparing its Bid. The undersigned acknowledges and agrees that JMAA reserves the right to reject any and all Bids, to re-advertise for Bids, and in the Bids received for any reason at any time prior to execution of the Agreement by the successful Bidder.

The Bidder affirms and agrees that the following statements are true and correct:

1. The person signing this Bid Proposal has read and understands the Bid Documents and, on behalf of the Bidder, the person signing the Bid Proposal agrees to the terms, provisions and conditions contained in the Bid Documents.
2. Before submitting this Bid Proposal, Bidder judged for itself all conditions and circumstances relative to this Bid and accepts the conditions under which the Work will be performed.
3. If this Bid Proposal contains mathematical errors or discrepancies in the extension of any Unit Price (the product of the Unit Price multiplied by the Estimated Quantity), the Unit Prices listed in the Base Bid form will control. In the event of any discrepancy between the expression of a bid amount by words or numbers, the numbers shall control.
4. JMAA, in its sole discretion, may reject any Bid submitted by a Bidder that fails to submit its Subcontractor List or other required subcontractor information with its Bid or fails to submit its DBE Commitment and Confirmation Forms to JMAA.
5. Should JMAA award Bidder the right to perform the Work, an authorized representative of the Bidder will execute the Agreement, Bidder will tender a Performance Bond and a Payment Bond in the forms included in these Bid Documents and Bidder will otherwise provide all other required documents within the timeframe prescribed by JMAA.
6. JMAA has established a goal for DBE Work participation of **17%**. Bidder has made and will continue to make good faith efforts (as such term is used in 49 CFR Part 26) to ensure that DBE participation is equal to or exceeds JMAA's DBE Participation Contract Goal for the Work and shall take all necessary and reasonable steps to ensure that DBEs have the maximum meaningful opportunity to compete for and perform portions of the Work.
7. JMAA has the right to reject this Bid and all bids submitted for the Work. JMAA also has the right to re-advertise for Bids.
8. Before submitting this Bid, Bidder received and considered any and all Addenda in preparing its Bid.
9. **Bidder is either a "resident contractor" under Section 31-3-21 of the Mississippi Code of 1972, as amended, or has included a copy of the law of its state of residence pertaining to that state's treatment of nonresident bidders.** Bidder acknowledges that resident contractors actually domiciled in Mississippi have preference over a nonresident Bidder in the awarding of public contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident Bidder.

[SIGNATURE PAGE TO FOLLOW]

Respectfully submitted,

BIDDER

By: _____
Title: _____
Address: _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this day of _____, 2020, within my jurisdiction, the within named _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed in the above and foregoing instrument and acknowledged that he/she/they executed the same, and that by his/her/their signature(s) on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she/they acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My Commission Expires:

[SEAL]

**ATTACHMENT 3
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, as Principal, and _____ as Surety, authorized under the laws of the State of Mississippi to act as Surety on bonds for principals, are hereby held and firmly bound unto Jackson Municipal Airport Authority ("JMAA"), as Obligee, in the penal sum of _____ Dollars and _____ Cents (\$_____), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

WHEREAS, the Principal has submitted a Bid to enter into an Agreement with JMAA for Construction and Related Services in connection with the Rehabilitation of Taxiway Delta at Hawkins Project at Hawkins Field Airport (JMAA PROJECT NO. 009-16). ("Agreement") to which Bid this Bond is attached and made a part;

NOW, THEREFORE, the condition of the above obligation is such that if the Bid shall be rejected, or if the Bid shall be accepted and the Principal shall, within ten (10) business days of tender of the Agreement by JMAA, execute and deliver the Agreement to JMAA and furnish a Performance Bond and Payment Bond, if required, and certificates for all required insurance in connection therewith, then this obligation shall be null and void, otherwise to remain in full force and effect.

THE SURETY, for value received, stipulates and agrees that no change, extension of time, alteration, or addition to or under the requirements for submission of the Bid by Principal shall in any way affect its obligation under this Bid Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition. In the event suit is brought upon this Bond by JMAA, Surety shall pay reasonable attorneys' fees and costs incurred by JMAA in such suit.

IN WITNESS WHEREOF, the Principal and Surety have executed and delivered this instrument, this the _____ day of _____, 2020 . IN WITNESS WHEREOF, said Principal and Surety have executed and delivered this instrument, this, the _____ day of _____, 2020 .
Principal _____ Surety _____
By: _____ By: _____
Title: _____ Title: _____
Address: _____ Address: _____

The name and address of the resident agent of Surety are:

Signature of Resident Agent

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Mississippi.

**ATTACHMENT 4
STATEMENT OF QUALIFICATIONS**

STATE OF _____

COUNTY OF _____

My name is _____.
(Name of person signing affidavit)

I _____ am _____
(Title of person signing affidavit)

of _____ ("Bidder").
(Name of Bidder)

Bidder is submitting a bid (the "Bid") to the Jackson Municipal Airport Authority ("JMAA") for Construction and Related Services in Connection with the Rehabilitation of Taxiway Delta at Hawkins Project at the Hawkins Field Airport (JMAA PROJECT NO. 009-16) (the "Work").

With full authority to do so, I hereby certify on behalf of Bidder that:

The full, correct, legal name and type of business entity of Bidder, and, if applicable, the Bidder's state of incorporation or organization are as follows:

Legal Name: _____

Type of Business Entity: _____

State of Incorporation/Organization: _____

Mississippi Certificate of Responsibility Number: _____

If selected to enter into an Agreement with JMAA for the Work, Bidder must register with the Mississippi Secretary of State to do business in the State of Mississippi and be in good standing throughout the duration of the Agreement, and be eligible to obtain and retain a City of Jackson, Mississippi Business On-Location Privilege License.

If selected to enter into an Agreement with JMAA for the Work, Bidder must provide Certificates of Insurance as required in the Agreement

The street and mailing addresses for Bidder are as follows:

Street Address:

Mailing Address:

Telephone: _____

Facsimile: _____

The name and contact information for Bidder's representative for purposes of notice or other communications regarding the Bid and contact information for such representative is as follows:

Name: _____

Address: _____

Telephone: _____

Facsimile: _____

Email address: _____

1. Attached to this certificate is a description of the duration and extent of Bidder's experience in work similar to the Work. (Reference as Attachment 4-1.)
2. Attached to this certificate is a list, including a contact name, location and date of termination, of all contracts for work similar to the Work of Bidder or of any affiliate of Bidder (any entity controlling, controlled by or under common control with Bidder) that have been terminated either voluntarily or involuntarily prior to completion during the past five (5) years. (Reference as Attachment 4-2.)
3. Attached to this certificate is a list of any judgments or any pending or threatened lawsuits related in any way to any contracts for work similar to the Work performed or to be performed, including without limitation termination thereof, by Bidder or any wholly-owned subsidiary or parent of Bidder during the past seven (7) years. (Reference as Attachment 4-3.)
4. Attached to this certificate is a list together with an explanation of the particulars of any fines levied against Bidder or any affiliate of Bidder for violations of any state or federal safety, sanitary or environmental laws (including, without limitation, any fines levied by the Occupational Safety and Health Administration or the Environmental Protection Agency). (Reference as Attachment 4-4.)
5. Attached to this certificate is a detailed description of any loan defaults by Bidder or any affiliate of Bidder. (Reference as Attachment 4-5.)

6. Attached to this certificate is a detailed description of any conviction of any state or federal criminal statute (excluding traffic violations) of any officer, director, partner, member or substantial owner (10% or more of the voting ownership interests) of Bidder. (Reference as Attachment 4-6.)
7. Attached to this certificate is a statement of the Bidder's compliance with DBE participation goals or similar requirements in other contracts and projects during the 5-year period preceding the Bid Deadline (Reference as Attachment 4-7).

Date: _____

(Signature)

By: _____
(Printed Name)

Title: _____

Address: _____

SWORN TO BEFORE THE UNDERSIGNED AUTHORITY on the date set forth below.

Date: _____ Signature _____

[SEAL]

Printed Name

**ATTACHMENT 5
NON-COLLUSION CERTIFICATE**

STATE OF _____

COUNTY OF _____

My name is _____,

(Name of person signing affidavit)

I am _____ of _____.

(Title of person signing affidavit)

(Name of Bidder)

_____ ("Bidder").

Bidder has prepared a bid (the "Bid") to submit to the Jackson Municipal Airport Authority ("JMAA") for Construction and Related Services Connection with the Rehabilitation of Taxiway Delta at Hawkins Project at the Hawkins Field Airport (JMAA PROJECT NO. 009-16) (the "Work").

With full authority to do so, I hereby certify on behalf of myself and Bidder that:

1. I have sufficient knowledge about the preparation and contents of the Bid to make the certification set forth herein.
2. The facts contained in the Bid are true, and the Bidder's Bid is genuine and not a sham.
3. Bidder did not communicate with any other bidder or competitor for the Work to arrive at the prices submitted in the Bid.
4. Neither I, nor any officer, partner, owner, agent, representative or employee of the Bidder, has entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding for the Work.
5. Bidder has not disclosed its Bid amount/Bid Proposal to any other bidder or competitor for the Work.
6. Bidder did not influence and did not attempt to influence anyone to:
 - a. Submit a false bid or sham bid for the Work.
 - b. Refrain from bidding or to withdraw any submitted bid for the Work.
 - c. Raise or lower a bid price submitted for the Work.

[SIGNATURE PAGE TO FOLLOW]

Respectfully submitted,

BIDDER: _____
(Name of Bidder)

Date: _____
(Signature)

By: _____
(Printed Name)

Title: _____

Address: _____

SWORN TO BEFORE THE UNDERSIGNED AUTHORITY on the date set forth below.

Date: _____
[SEAL]

(Signature)

(Printed Name)

ATTACHMENT 6
CERTIFICATE REGARDING DEBARMENT, LOBBYING AND NON-SEGREGATED
FACILITIES

Bidder Name: _____

The Bidder certifies, by submission of its Bid and/or execution of the Agreement, that neither it nor 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. It further agrees by submitting its Bid that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder/Contractor or any lower tier participant is unable to certify to this statement, it shall submit an explanation to the Jackson Municipal Airport Authority.

The Bidder certifies, by submission of its Bid and/or execution of the Agreement, that no Federal appropriated funds shall be paid, by or on behalf of the Bidder, 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 the making of any Federal grant and the amendment or modification of any Federal grant.

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 any Federal grant, the Bidder shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

The Bidder certifies, by submission of its Bid and/or execution of the Agreement, 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 services at any location, under Bidder's control, where segregated facilities are maintained. Bidder understands and agrees that breach of this certification is a violation of Equal Opportunity clause required by Executive Order 11246, amended.

Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

(Name of Bidder)

By: _____

Date: _____

Title: _____

ATTACHMENT 7

CERTIFICATE OF COMPLIANCE BASED ON EQUIPMENT AND MATERIALS

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (☐) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

ATTACHMENT 8

JACKSON MUNICIPAL AIRPORT AUTHORITY GUIDELINES FOR DBE PARTICIPATION AND REQUIRED CONTRACT PROVISIONS DBE PARTICIPATION IN FEDERAL AID CONSTRUCTION CONTRACTS

A. DBE POLICY.

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”); firms certified as Minority Owned Businesses or Female Owned Businesses by the Mississippi Development Authority (“MDA”); or firms certified by the United States Small Business Administration (“SBA”) under their 8(a) program shall be collectively referred to as Disadvantaged Business Enterprises. All Disadvantaged Business Enterprises must be located within the Jackson Metropolitan Area i.e. the City of Jackson and/or the Counties of Hinds, Rankin and Madison in order to count towards the contract goal.

A listing of the firms certified by the MUCP, City of Jackson and the SBA 8(a) may be found on the JMAA website at www.jmaa.com. The Mississippi Development Authority maintains searchable databases of certified firms at <http://mmbr.org/default.aspx>.

These lists are not an endorsement of the quality of performance of any contractor 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 Bid Opening.

Contractors should contact Bryan Gleason, Director of Disadvantaged Business Enterprise and Community Development at 601-966-4776 to verify the current status of a firm’s certification.

B. DBE GOALS.

JMAA has established a goal for DBE participation in the Work of **20%**. 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.

1. When award is made with DBE participation less than the contract goal, the Contractor shall continue to make good faith efforts throughout the performance of the Work to increase the DBE participation to meet the contract goal.
2. Whenever contract supplements, extra work orders, or change orders are made that individually, or in the aggregate, increase the total dollar value of the Contract, the

Contractor shall make good faith efforts to maintain the level of DBE participation as established in the Contract Documents.

Each Bidder shall make good faith efforts (as such term is used in 49 CFR Part 26 and described below) to ensure that DBE participation is equal to or exceeds JMAA's goal for such participation and shall take all necessary and reasonable steps to ensure that DBEs have the maximum meaningful opportunity to compete for and perform portions of the Work.

C. NONDISCRIMINATION.

1. Each Bidder 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 Work. The Contractor 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 Contractor 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 contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor 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 Bidders and all potential subcontractors, suppliers and materialmen 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 Bid Proposal; or failure to make good faith efforts to meet the established contract goal; failure of the Contractor to meet its commitment for DBE participation in the Work; and failure to maximize opportunities for DBEs.

E. DEFINITIONS; CONVENTIONS AND CONCEPTS.

1. Disadvantaged Business Enterprises is defined under 49 CFR Par 26 to mean a for-profit small business concern:
 - (a) That is at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of any corporation or other

business entity, in which 51% of the capital stock or other ownership interests is owned by one or more such individuals; and

- (b) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

2. Socially and Economically Disadvantaged Individuals. 49 CFR Part 26 defines "socially and economically disadvantaged individual" to mean:

- (a) any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—
 - (i) Any individual JMAA finds to be a socially and economically disadvantaged individual on a case-by-case basis.
 - (ii) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (1) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - (2) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (3) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (4) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - (5) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - (6) Women; and
 - (7) Any additional groups whose members are designated as socially and economically disadvantaged by the United

States Small Business Administration, at such time as the SBA designation becomes effective.

3. Owned and controlled by socially and economically disadvantaged individuals means, with respect to a corporation or other business entity, an entity which is at least 51% owned by socially and economically disadvantaged individuals.
 - (a) In the case of a corporation or other business entity, such individuals must own at least 51% of each class of voting stock or similar ownership interests outstanding and 51% of the aggregate of all stock or other ownership interests outstanding.
 - (b) In determining control, the socially and economically disadvantaged owner(s) must possess the power to direct or cause the direction of the management and policies of the firm and to make day-to-day as well as long-term decisions on matters of management, policy and operations.
 - (c) The firm's ownership by socially and economically disadvantaged individuals must be real, substantial and continuing, going beyond pro forma ownership of the firm as reflected in ownership documents. The disadvantaged owners must enjoy the customary incidents of ownership, and share in the risks and profits commensurate with their ownership interests, as demonstrated by the substance, not merely the form, of arrangements.
4. 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.
5. Good faith efforts means efforts to achieve a DBE goal or other requirement which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the requirement. A Bidder must demonstrate the good faith efforts taken prior to bid opening to meet the DBE goals, including but not limited to the following:

- (a) Efforts made to select portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the stated goal, including, where appropriate, but not limited to, breaking down contracts into economically feasible units to facilitate DBE participation. Selection of portions of work is required to at least equal the goal for DBE utilization specified in the Contract Documents.
- (b) Written notification at least 14 calendar days prior to the opening of Bids, soliciting individual DBEs interested in participation in the Work as a subcontractor, regular dealer, manufacturer, consultant, or service agency and for what specific items or type of work.
- (c) Written notification to disadvantaged economic development assistance agencies and organizations which provide assistance in recruitment and placement of DBEs, of the type of work, supplies, or services being considered for DBEs on this project.
- (d) Efforts made to negotiate with DBEs for specific items of work including evidence of:
 - (i) The names, addresses, telephone numbers of DBEs who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the DBEs to determine with certainty whether the DBE is interested. Personal or phone contacts are expected.
 - (ii) A description of the information provided the DBEs regarding the plans and specifications and estimated quantities for portions of the work to be performed.
 - (iii) A statement of why additional agreements with DBEs were not reached, and
- (e) Documentation of each DBE rejected, and the reasons for the rejection.
- (f) Efforts made to assist DBEs that need assistance in obtaining bonding, insurance, or lines of credit required by the Bidder.
- (g) Documentation that qualified DBEs were not available or not interested.
- (h) Attendance at any meeting scheduled by JMAA to encourage better contractor-DBE relationships or forthcoming DBE utilization opportunities (e.g. pre-bid meetings, workshops, seminars, etc.).
- (i) Advertisement in general circulation media, trade association publications, and disadvantaged-focus media of the Bidder's (or, as applicable, Contractor's) interest in utilizing DBEs generally or for particular types of work.

- (j) Efforts to effectively use the services of available disadvantaged community organizations; disadvantaged contractor's groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of DBEs.
6. Examples of actions not acceptable as reasons for failure to meet the DBE goal.
- (a) DBE unable to provide performance and/or payment bonds.
 - (b) Rejection of a reasonable bid on the basis of price.
 - (c) DBE would not agree to perform items of work at the unit bid price.
 - (d) Union versus non-union status.
 - (e) Contractor normally would perform all or most of the work of the contract.
 - (f) Solicitation of DBEs by mail only.
 - (g) Restricting opportunities to only those items listed in the Contract Documents under such headings as "Potential Subcontracting Opportunities" or the like.

The demonstration of good faith efforts by the Bidder or Contractor, as applicable, must, in the end, prove it had actively and aggressively sought out DBEs to participate in the Work.

When a DBE participation goal will not be met, the Bidder (or, as applicable, Contractor) must document its good faith efforts, submit justification and provide a statement as to why the goal could not be met. The quality, quantity, and intensity of good faith efforts will be evaluated by JMAA.

F. ELIGIBILITY OF DBEs:

A current directory containing the names of firms that have been certified under the Mississippi Unified Certification Program (MUCP) as eligible to participate as DBEs on DOT-assisted contracts may be obtained from the JMAA DBE Program Office or from the Mississippi Department of Transportation (MDOT). The directory is also available on JMAA's website at <http://jmaa.com/wp-content/uploads/2015/11/Mississippi-Unified-Certification-Program-1.pdf> and on MDOT's website at http://mdot.ms.gov/bidsystem_data/bidderspdf/DBE%20Listing.pdf. **Firms not certified through the MUCP are not eligible to be counted towards the DBE contract goal for USDOT-assisted contracts.**

This directory is not an endorsement of the quality of performance of any contractor listed; it is only an acknowledgement of the listed firms' certification as DBEs.

Firms certified subsequent to the publication of updates to this directory may be counted toward a project's DBE goal, but only if their certification is active at the time of the Bid Opening. Contractors should contact JMAA's Certification Specialist (601-664-3520) to verify the current status of a firm's certification or Bryan Gleason, Director of Disadvantaged Business Enterprise and Community Development Office (601-939-5631).

G. COUNTING DBE PARTICIPATION TOWARD DBE GOALS.

DBE participation toward attainment of JMAA's contract goal will be credited on the basis of total subcontract prices agreed to between the Contractor and DBE subcontractors/materialmen for the contract items or portions of items being sublet as reflected on the Contractor's approved subcontractor 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 26 and when the DBE receives due compensation as agreed upon for the work performed.
2. An agreement with a DBE to provide trucking services cannot be a contrived arrangement for the purpose of meeting DBE participation goals. The DBE trucker must operate in accordance with standard industry practices, and comply with 49 CFR 26 and the JMAA DBE Program.
 - (a) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 - (b) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - (c) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures and operates using drivers it employs.
 - (d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (e) A lease must indicate that the DBE trucker/broker has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE

trucker/broker, so long as the lease gives the certified DBE trucker/broker absolute priority for the use of the leased truck. Leased trucks must display the name and identification number of the certified DBE trucker/broker clearly affixed to the truck.

- (f) The DBE trucker/broker must submit a copy of all lease agreements at JMAA's request in order to verify the trucking rate.
3. 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 Bid Deadline, 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.

JMAA encourages formation of joint ventures as a means of building capacity in the DBE construction community.

4. A contractor 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 Contractor 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 Director of Disadvantaged Business Enterprise and Community Development.

H. AWARD DOCUMENTATION AND PROCEDURE

1. To demonstrate the Bidder's participation by DBEs, all Bidders must submit the following items as part of their Bids. Failure to do so may result in a Bid being determined to be non-responsive.
 - (a) A complete list of subcontractors and material suppliers in the form provided by JMAA as part of the Bid Proposal Form, with all required information and attachments. For each DBE firm listed on the Subcontractor List, Allocation of Work, verification of the firm's DBE certification must be provided. More specifically, the name of the certifying agency and the date of the firm's most recent certification and the firm's certification number should be provided. The Contractor must execute subcontracts with those firms (DBE and Non-DBE) listed on the subcontractor list and submit copies of subcontracts to JMAA's Project Manager prior to issuance of a Notice to Proceed by JMAA.
 - (b) DBE Certification from the Bidder and from each DBE firm listed on the Subcontractor List. The Subcontractor Commitment and Confirmation Form is included in the Bid Documents as **Attachment 10**. The Bidder must confirm its intent to enter in a subcontract with the DBE firm if the Bidder is awarded the contract. The DBE firm must, in turn, commit to perform the Work, in the amounts and for the prices listed on the Subcontractor List.
 - (c) The Contractor is required to explain its good faith efforts to meet the DBE Goal for the Work when the goals have not been met. All the good faith information provided must be accurate and complete in every detail. The apparent low Bidder's attainment of the DBE goal or demonstration of good faith efforts will be evaluated to determine if the apparent low Bidder is responsive.
 - (d) Verification of subcontractor proposal documentation. The Contractor shall provide to JMAA itemized pricing quotes from each of the subcontractors and material suppliers named on the Subcontractor List. The level of detail shall be consistent with the detail in the Contract Documents.

Each Bidder shall provide the above information with their Bid.

I. POST AWARD COMPLIANCE:

1. If the Agreement is awarded with less than full DBE goal participation, award will not relieve the Contractor of the continuing obligation to exercise good faith efforts to maximize participation of DBEs throughout the term of the contract. Prior to entering into any additional subcontracts for any portion of the Work, the Contractor must submit a request to subcontract to JMAA's Project Manager and JMAA's Director of Disadvantaged Business Enterprise and Community Development documenting the Contractor's good faith efforts to utilize DBE subcontractors/suppliers prior to entering into a contract with a non-DBE.
2. When the Agreement is awarded on DBE participation in excess of the original stated goal, the Contractor will be required to achieve the DBE participation shown in its Bid Proposal regardless of the goal established by JMAA.
3. The Contractor shall establish a program that will effectively promote increased participation by DBEs in the performance of contracts and subcontracts. The Contractor shall also designate and make known to JMAA's Project Manager and JMAA's Director of Disadvantaged Business Enterprise and Community Development a liaison officer who will be responsible for the administration of the Contractor's DBE program.
4. The Contractor shall enter into subcontracts or other written agreements with all Subcontractors (DBEs and non-DBEs) identified in the Contractor's Bid Proposal for the kind and amount of Work specified.
5. The Contractor shall keep each DBE informed of the project progress schedule and allow each DBE adequate time to schedule work, stockpile materials, and otherwise prepare for the subcontract Work.
6. At any point during the performance of the Work that it appears the scheduled amount of DBE participation may not be achieved, the Contractor shall provide evidence to JMAA's Director of Disadvantaged Business Enterprise and Community Development demonstrating how the goal will be met.
7. If the Contractor 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 and that good faith efforts have been used to obtain the scheduled contract participation, JMAA may withhold an amount equal to the difference between the DBE goal and the actual DBE participation achieved as damages.
8. When JMAA has reason to believe the Contractor or any subcontractor (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 Director of Disadvantaged Business Enterprise and Community

Development will conduct an investigation. The Contractor, each subcontractor 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 Director 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.

9. To ensure that the obligations under subcontracts awarded to subcontractors are met, JMAA will review the Contractor's efforts to promptly pay subcontractors for work performed in accordance with the executed subcontracts. The Contractor shall pay subcontractors and suppliers, including DBEs, their respective subcontract amount within five (5) calendar days after the Contractor receives payment from JMAA for the items performed by the subcontractors. The Contractor 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 Contractor on the next payment (progress or final).
10. JMAA reserves the right to withhold any payment from the Contractor 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 Director of Disadvantaged Business Enterprise and Community Development a revised plan for achieving the Contractor's goal and the plan is approved by JMAA, or (ii) the DBE goal amount in question has been met.
11. JMAA's Director of Disadvantaged Business Enterprise and Community Development will monitor the Contractor's DBE involvement during the Work, the level of effort by the Contractor in meeting or exceeding the DBE participation goal throughout the performance of the Work. If, at the completion of the Work, the Contractor 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.
12. Prior to final payment by JMAA, the Contractor shall file with JMAA a detailed list showing each DBE used on the Work, the work 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 Work 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 Contractor has satisfied the DBE contract goal and the extent to which DBEs were fully paid for that Work. The Contractor acknowledges that the information is supplied to obtain payment from JMAA which includes federal assistance from the USDOT.
13. Failure on the part of the Contractor to achieve the DBE participation to which the Contractor committed in the Agreement may result in damages being imposed on

the Contractor 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 Contractor by failing to satisfy the Contractor'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 Contractor, and despite the good faith efforts made by the contractor, the final DBE contract goal was not achieved.

J. SUBSTITUTIONS OF DBE FIRMS AFTER AWARD.

1. A successful bidder must not terminate a DBE Subcontractor included as part of its Sub Contractor List submitted with the bid. This includes but is not limited to instances where a prime contractor seeks to self-perform the work, have it performed by an affiliate or have it performed by another DBE. The Prime Contractor shall not terminate, substitute, add or replace any DBE subcontractor or change the amount of any work to be performed by any DBE subcontractor except in strict compliance with the requirements of the contract documents. In all instances, the Contractor must seek and secure the prior written consent of JMAA before terminating, substituting, adding or replacing any subcontractor or changing their scope of work, including DBE subcontractors.
2. Contract activities shown to be performed by a DBE in the Bid Proposal shall be performed by the designated DBE or a substitute approved in advance and in writing by JMAA's Director of Disadvantaged Business Enterprise and Community Development. 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-Contractor fails or refuses to execute a written contract;
 - (b) The listed DBE Sub-Contractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. However, good cause does not exist if the failure or refusal of the DBE Sub-Contractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
 - (c) The listed DBE Sub-Contractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
 - (d) The listed DBE Sub-Contractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
 - (e) The listed DBE Sub-Contractor is ineligible to work on public 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 subcontractor is not a responsible contractor;
 - (g) The listed DBE subcontractor 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 work required;
 - (i) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract; or
 - (j) Other documented good cause that compels the termination of the DBE subcontractor
3. A provision stating the following will be included by JMAA in the contract to be executed by the prime:
- (a) That the contractor shall utilize the specific DBEs listed to perform the specified work and supply the specified materials unless the contractor obtains written consent from JMAA as provided in this section; and
 - (b) That unless JMAA consent is provided as required by this section, the contractor shall not be entitled to any payment for the specified work or specified material unless it is performed or supplied by the listed DBE.
4. Before submitting a request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice to the DBE subcontractor with a copy to JMAA's Director of Disadvantaged Business Enterprise and Community Development. The notice must include the reason for the request. The DBE must be given five days to respond to the prime contractor's notice. The response must include the reasons for any objections and why the request should not be approved. The five-day period may be shortened in cases of public necessity (e.g., safety).
5. When a DBE subcontractor is terminated as provided in this section, or fails to complete its work on the contract for any reason, the prime contractor must make a good faith effort to find another DBE subcontractor to substitute for the original DBE. The good faith effort must be directed at finding another DBE to perform at least the same amount of work. The good faith effort must be documented by the prime contractor.
6. In instances prior to execution of a contract between JMAA and prime contractor and/or prime contractor and DBE subcontractor, where a DBE that was listed in the bid is unwilling or unable to perform the items of work specified in the Bid Proposal, the Bidder must immediately notify JMAA. If any resulting change would create a shortfall of DBE participation from that previously committed and/or approved in the bid, the Bidder 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 work shall be submitted to JMAA's Director of Disadvantaged Business Enterprise and Community Development for approval. The Bidder's request should consist of the Substitution Form (available from JMAA) and a revised DBE Commitment and Confirmation Form (see Attachment 9). If the Bidder is unable to replace a DBE with another DBE for the applicable work, a good faith effort shall be made to subcontract other items to DBEs in order to sustain the previously committed and/or approved level of DBE participation. JMAA will determine if the Bidder made an acceptable good faith effort in awarding work to DBE firms. JMAA may allow an adjustment of the DBE participation as appropriate, depending on individual project circumstances

K. RECORD KEEPING REQUIREMENTS:

The Contractor shall keep such records as are necessary for JMAA to determine compliance with the DBE contract obligations. These records shall include: the names of subcontractors, including DBEs; copies of all subcontracts; the type of work 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 Contractor shall submit copies of all subcontracts and other to JMAA's Director of Disadvantaged Business Enterprise and Community Development. JMAA reserves the right to investigate, monitor and/or review actions, statements, and documents submitted by any contractor, subcontractor, materialmen or suppliers.

L. REPORTING REQUIREMENTS.

The Contractor shall submit monthly reports on DBE participation to JMAA's Project Manager and JMAA's Director of Disadvantaged Business Enterprise and Community Development. With each Application for Payment, the Contractor shall submit the Project/Contract Reporting Form (available from JMAA) to JMAA's Project Manager and JMAA's Director of Disadvantaged Business Enterprise and Community Development 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 subcontractor activity has occurred since the last Application for Payment.

Upon completion of the Work, and as a condition to final payment, the Contractor shall submit the Project/Contract Reporting Form (marked "Final") to JMAA's Project Manager and JMAA's Director of Disadvantaged Business Enterprise and Community Development detailing all subcontractor and vendor payments. When the actual amount paid to a subcontractor or vendor is less than the amount indicated in the Agreement, the Contractor must provide a complete explanation of the difference.

If the DBE goal set forth in the Contract Documents has not been met, the Contractor must submit documentation supporting good faith efforts to meet the goal during the performance of the Work. Failure to submit the required reports will result in the

withholding of progress payments to the Contractor until the reports are submitted. All payments due subcontractors which affect DBE goal attainment, including retainage, shall be paid by the Contractor before JMAA releases the contract retainage. JMAA reserves the right to conduct an audit of DBE participation prior to processing the Contractor's final payment and at any time during the performance of the Work.

M. DBE PROGRAM-RELATED CERTIFICATIONS MADE BY BIDDERS AND CONTRACTORS

If the Bidder makes a written, express disclaimer of one or more certifications or assurances in its Bid Proposal, the Bid Proposal will be considered non-responsive. By submitting a Bid on any project involving USDOT assistance, and by entering into any contract on the basis of that bid, the Bidder/Contractor 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 Bidder certifies that management and bidding officers have reviewed and understand the bidding and project construction and administration obligations of the USDOT DBE Program regulations at Title 49 CFR Part 26 (as amended) and JMAA's DBE Program rules. The Bidder further certifies that the Bidder's management personnel understand and are familiar with the requirements of these federal and local DBE Program regulations; and if the Bidder was not familiar with or did not understand the requirements of these regulations, they have contacted JMAA DBE Program Office and have been informed as to their duties and obligations under the DBE Program regulations.
2. Certification Regarding Disadvantaged Business Enterprises. The Bidder certifies that the Bidder has complied with the federal and local DBE Program requirements in submitting its Bid Proposal, 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 Bidder agrees to ensure that certified DBE firms have a full and fair opportunity to participate in the performance of the Work. The Bidder certifies that all necessary and reasonable steps were taken to ensure that DBE firms have an opportunity to compete for, and participate in the Work. The Bidder further certifies that the Bidder has not and will not discriminate on the basis of race, color, age, national origin or sex in the performance of the Work, or in the award of any subcontract.
4. DBE Contract Goal. The Bidder certifies, under penalty of perjury, that if awarded this federal-aid contract, the Bidder will make good faith efforts to utilize certified DBE firms to meet JMAA's DBE participation goals. The Bidder further certifies the Bidder's understanding that the Bidder may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in its Bid Proposal or the Agreement, in whole or in any part, with another DBE, any non-DBE firm or with the Contractor's own forces or those of an affiliate of the contractor, without the prior written consent of JMAA as set out below.

5. Certification of Good Faith Efforts to Obtain DBE Participation. The Bidder certifies, under penalty of perjury, that a good faith effort was made to obtain DBE participation in this contract, at or above the DBE participation contract goal. The Bidder further certifies, under penalty of perjury, that if the Bidder is not able to meet JMAA's specified DBE contract goal, the Bidder has submitted with and as a part of its Bid, a true, accurate, complete and detailed written explanation of all its good faith efforts taken to meet the DBE contract goal.

6. Agreement and Authorization to Assess Damages. The Bidder understands and agrees that if awarded the contract to perform the Work, the Contractor is legally responsible to ensure that the Contractor and each DBE subcontractor and supplier, comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each DBE firm participating in the Work fully performs the designated tasks, with the DBE's own forces and equipment, under the DBE's own direct supervision and management. The Bidder certifies, under penalty of perjury, that if it awarded the contract to perform the Work and if the USDOT or JMAA determines that the Contractor, a DBE or any other firm retained by the Contractor has failed to comply with the DBE Program requirements, USDOT or JMAA shall have the sole authority and discretion to determine the extent of the monetary value to which the DBE contract goals have not been met, and to assess against and withhold monetary damages from the Contractor in the full amount of that breach. JMAA may impose any other remedies available at law or provided in the Contract Documents in the event of a contract breach. The Bidder further understands and agrees that this clause authorizes JMAA to determine and fix the extent of the damages caused by a breach of any contractual or regulatory DBE Program requirement and that the damage assessment will be enforced in addition to, and not in lieu of, any other general liquidated damages clause in the Agreement. By submitting a bid for this federal-aid contract, and by entering into the Agreement, the Contractor irrevocably agrees to such an assessment of liquidated damages for DBE Program purposes, and authorizes JMAA to make such an assessment of liquidated damages against the Contractor, and to collect that assessment from any sums due the Contractor under the Agreement, or any other contract, or by other legal process.

ATTACHMENT 9
SUBCONTRACTOR LIST

Bidder Name: _____.

The subcontractors and suppliers shown on this form will be a material consideration in JMAA making an award. The persons and entities shown on this Subcontractor List must perform the Work in the amounts listed and for the prices listed below. JMAA'S WRITTEN APPROVAL IS REQUIRED BEFORE SUBSTITUTION OF ANY OF THE SUBCONTRACTORS OR SUPPLIERS LISTED BELOW OR CHANGING THE AMOUNT OF WORK ASSIGNED TO ANY SUBCONTRACTOR OR SUPPLIER LISTED BELOW.

JMAA has established a goal of **17%** for DBE participation in the Work. Each Bidder must submit a completed DBE Commitment and Confirmation Form for each DBE subcontractor and DBE supplier shown on this Subcontractor List.

Name of Bidder's Authorized Agent

Signature

Title

Date

Bidder must submit this completed form as part of its Bid Proposal.

1. Allocation of Work.

Divide the Work of the Project between the Bidder and the subcontractors and suppliers that will perform any portion of the Work. All Work must be accounted for below.

Rehabilitation of Taxiway Delta at Hawkins Project at Hawkins Field Airport (JMAA PROJECT NO. 009-16)				
ITEM NO.	ITEM	NAME OF SUBCONTRACTOR, SUPPLIER OR VENDOR	DBE? YES/NO	SUBCONTRACT/ PURCHASE AMOUNT

PERCENT DBE PARTICIPATION: _____% (Attach additional pages as necessary)

**Jackson Municipal Airport Authority
Sub-Contractor List – Identification of Sub-Contractors and Suppliers**

Identification of Subcontractors and Suppliers.

Fully identify and answer each question regarding the subcontractors and suppliers proposed to perform Work on this Project.

Name of Subcontractor/Supplier: _____

Contact Person: _____

Title: _____

Address: _____

City/State/Zip: _____

Phone Number: _____ Fax Number: _____

Email: _____

Federal Identification Number: _____

Subcontractor/Supplier (check applicable statement):

- ☐ is a non-DBE;
- ☐ is a certified DBE (provide evidence of certification from the program indicated below)
- ☐ Mississippi Unified Certification Program
 - ☐ Mississippi Development Authority
 - ☐ City of Jackson, MS
 - ☐ Small Business Administration's 8(a) Program

Will Subcontractor/Supplier perform \$50,000 or more in Work? ☐ Yes ☐ No

If yes, provide the Mississippi Certificate of Responsibility Number: _____.

Age of Firm:

- | | |
|---|---|
| <input type="checkbox"/> Less than 1 year | <input type="checkbox"/> 8 – 10 years |
| <input type="checkbox"/> 1 – 3 years | <input type="checkbox"/> More than 10 years |
| <input type="checkbox"/> 4 – 7 years | |

Annual Gross Receipts:

- | | | | |
|--------------------------|----------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | Less than \$500K | <input type="checkbox"/> | \$2 – 5 million |
| <input type="checkbox"/> | \$500K - \$1 million | <input type="checkbox"/> | Greater than \$5 million |
| <input type="checkbox"/> | \$1 – 2 million | | |

Make copies of this form as needed.

ATTACHMENT 10

SUBCONSULTANT COMMITMENT AND CONFIRMATION FORM

**Rehabilitation of Taxiway Delta at Hawkins Project
at Hawkins Field Airport
(JMAA PROJECT NO. 009-16)**

Bidder must submit this completed form and all documents required by this form **with their Bid**:

Name of Bidder: _____

1. DBE COMMITMENT:

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

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

The Bidder affirms and certifies that all information contained on Bidder's Subcontractor List about DBE participation is true and accurate.

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

Bidder's Authorized Representative (**Signature**)

Title

(Print Name)

CHECK ONE:

☐ **Subcontractor**
(Fully complete Parts I and III)

☐ **Subcontractor with Lower-Tier Subcontractors**
(Fully complete Parts I, II and III)

PART I: SUBCONTRACTOR PARTICIPATION

1. **TO:** _____
(Name of Prime Contractor)

FROM: _____
(Name of Subcontractor)

2. The undersigned Subcontractor/Supplier intends to perform work with the above project as (check one):

- | | |
|--|--|
| <input type="checkbox"/> an individual / sole proprietorship | <input type="checkbox"/> a partnership |
| <input type="checkbox"/> a corporation | <input type="checkbox"/> a joint venture |

3. The undersigned Subcontractor/Supplier (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 under the Mississippi Uniform Certification Program (MUCP) prior to contract award. DBE Firms must be fully certified under the MUCP to be counted towards the JMAA's DBE goals on this project. Evidence of DBE certification under the MUCP must be attached to this form.

- ☐ is a Non-DBE.
- ☐ has been certified as a DBE under the MUCP.
- ☐ has been certified as a DBE by the Certification #_____.

4. The undersigned Subcontractor/Supplier is prepared to perform the following described work 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 SUBCONTRACTOR PARTICIPATION

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

Name of Firm Receiving Lower-Tier Subcontract
(List DBE and Non-DBE Firms)

DBE
(Y/N)

Work to Be Performed

Amount of Subcontract

Company Name
Address: _____

()

TIN: _____

\$ _____

Contact Person: _____

Telephone: _____

Insurance ☐

Company Name
Address: _____

()

TIN: _____

\$ _____

Contact Person: _____

Telephone: _____

Insurance ☐

Company Name
Address: _____

()

TIN: _____

\$ _____

Contact Person: _____

Telephone: _____

Insurance ☐

Total amount to be subcontracted to DBEs: \$ _____

Total amount to be subcontracted to non-DBEs: \$ _____

PART III: SIGNATURES

(Name of Prime Contractor) BY: _____ PHONE: _____
(Signature of Authorized Representative)

DATE: _____

(Name of Subcontractor) BY: _____ PHONE: _____
(Signature of Authorized Representative)

DATE: _____

PART IV: DBE Participation Verification**To be completed by JMAA DBE Representative:**

Total DBE participation amount: \$ _____
participation

Overall _____ % DBE

Reviewed for Content and Completeness: _____
DBE Representative

ATTACHMENT 11

JACKSON MUNICIPAL AIRPORT AUTHORITY
GOOD FAITH EFFORTS REPORTPROJECT: Rehabilitation of Taxiway Delta at Hawkins Project
at HKSPROJECT/CONTRACT NUMBER: 009-16

PRIME CONTRACTOR: _____

In addition to the Disadvantaged Business Enterprises (DBEs) listed and proposed for utilization on this contract, the following DBEs were also contacted regarding this contract. Attached is supporting information (contact reports, phone sheets, letters or emails, etc.).

FIRM NAME ADDRESS, PHONE # CONTACT PERSON	ITEM(S) OF WORK TO BE PERFORMED AND/OR MATERIALS SUPPLIED	BID AMOUNT	DATE AND METHOD OF SOLICITATION	COMMENTS/ REASONS REJECTED

FIRM NAME ADDRESS, PHONE # CONTACT PERSON	ITEM(S) OF WORK TO BE PERFORMED AND/OR MATERIALS SUPPLIED	BID AMOUNT	DATE AND METHOD OF SOLICITATION	COMMENTS/ REASONS REJECTED

(Attach additional pages as necessary)

Signature _____ Date _____

ATTACHMENT 12
JACKSON MUNICIPAL AIRPORT AUTHORITY
CONTRACTOR'S GOOD FAITH EFFORTS STATEMENT

Please indicate the good faith efforts made to utilize Disadvantaged Business Enterprises (DBEs) on this contracting opportunity.

	YES	NO
Attended the pre-bid conference held on this contract.		
Selected portions of work proposed to be performed by DBEs in order to increase the likelihood of meeting the participation goals.		
Solicited individuals by written notification at least fourteen (14) calendar days prior to bid opening to participate in the contract as subcontractor, regular dealer, manufacturer, consultant, or service agency for specific items or type of work.		
Followed up the initial solicitation of interest by contacting firms to determine whether or not said firms will submit a bid.		
Provided interested firms with adequate information regarding plans, specifications and requirements for bidding on JMAA-financed construction.		
Negotiated in good faith with firms. Firms shall not be disqualified without sound reasons based upon a thorough investigation of their capabilities.		
Made efforts to negotiate with firms for specific items of work.		
Made efforts to assist firms that requested assistance in obtaining bonding, insurance, or lines of credit required to participate in the contract.		
Advertised in general circulation media, trade association publication(s), focused media for s and areas of interest for this contract. Name of Publications(s) 1. _____ Date _____ 3. _____ Date _____ 2. _____ Date _____ 4. _____ Date _____		
Notified, in writing, organizations that provide assistance in the recruitment and placement of firms of the types of work, supplies or services considered on this contract. List the organizations, contractors' groups, local, state and federal disadvantaged business assistance offices and other organizations that were contacted for assistance in achieving the participation of firms on this contract. Please note the name of the person contacted and the date of contact. Organization: _____ Contact Person: _____ Date of Contact: _____ Organization: _____ Contact Person: _____ Date of Contact: _____ Organization: _____ Contact Person: _____ Date of Contact: _____		

Firm Name

Prime Contractor's Authorized Signature

Title

Date _____

ATTACHMENT 13

STANDARD FORM OF AGREEMENT BETWEEN JACKSON MUNICIPAL AIRPORT AUTHORITY AND CONTRACTOR

PAGE

ARTICLE 1 DEFINITIONS	
ARTICLE 2 REPRESENTATIONS	
ARTICLE 3 THE CONTRACT DOCUMENTS	
ARTICLE 4 OWNERSHIP OF DOCUMENTS	
ARTICLE 5 ADMINISTRATION OF THE CONTRACT	
ARTICLE 6 THE WORK OF THIS CONTRACT	
ARTICLE 7 CONTRACTOR'S WARRANTY	
ARTICLE 8 PERFORMANCE AND PAYMENT BONDS	
ARTICLE 9 DATE OF COMMENCEMENT AND COMPLETION	
ARTICLE 10 CONTRACT SUM	
ARTICLE 11 PROGRESS PAYMENTS	
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ARTICLE 13 SUBCONTRACTORS	
ARTICLE 14 GRATUITIES AND COMPENSATION	
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ARTICLE 21 FEDERALLY REQUIRED CERTIFICATIONS	
ARTICLE 22 ENVIRONMENTAL COMPLIANCE	
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ARTICLE 24 INDEMNITY	
ARTICLE 25 INSURANCE	
ARTICLE 26 SAFETY AND SECURITY	
ARTICLE 27 CERTIFICATIONS REGARDING LOBBYING	
ARTICLE 28 BREACH OF CONTRACT TERMS	
ARTICLE 29 DISPUTES RESOLUTION	
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STANDARD FORM OF AGREEMENT BETWEEN
JACKSON MUNICIPAL AIRPORT AUTHORITY AND
CONTRACTOR

Project: Rehabilitation of Taxiway Delta at Hawkins Field Project

JMAA Project Number: 009-16

AIP Project Number: _____

Airport Designation: Hawkins Field (HKS)

Payment Form: Lump Sum, to be paid in installments in accordance with Articles 10 and 11 of this Agreement.

This STANDARD FORM OF AGREEMENT ("Agreement") is made by and between

The Owner: Jackson Municipal Airport Authority ("JMAA"), a municipal airport authority organized and existing under the laws of the State of Mississippi

And Contractor: _____ ("Contractor"), _____
corporation/partnership/limited liability company.

RECITALS:

- A. JMAA desires to construct the improvements described in the Contract Documents (as hereafter defined).
- B. Contractor desires to construct the improvements described in the Contract Documents and to otherwise perform the Work (as hereafter defined) on the terms and conditions set forth in this Agreement and the other Contract Documents.

AGREEMENT:

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

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

- 1.1. Agreement means this Standard Form of Agreement between JMAA and Contractor.

- 1.2. Airport means Hawkins Field Airport (HKS) located in the City of Jackson, Rankin County, Mississippi.
- 1.3. Application Deadline means the deadline for Contractor's submission of applications for payment, as provided in Section 11.2 of the Agreement.
- 1.4. Change Order means a written directive from JMAA that orders an increase or decrease in the Work.
- 1.5. Completion means completion, as determined by Engineer, of all portions of the Work in accordance with the Contract Documents including, without limitation, completion or correction of any punch list items or non-conforming Work.
- 1.6. Contract has the meaning designated in Article 3 of this Agreement.
- 1.7. Contract Documents means those documents identified in Article 3 of this Agreement and includes all Plans, Drawings, Technical Specifications, computations, sketches, data, surveys, models, photographs, renderings and other like materials relating to the Work and/or the Project.
- 1.8. Contract Sum is the total amount, as may be amended by authorized adjustments, set forth in Article 10 of this Agreement payable by JMAA to Contractor for performance of the Work under the Contract Documents.
- 1.9. Contract Time is the period of time, as may be amended by authorized adjustments, allotted in Article 9 of this Agreement for Completion of the Work.
- 1.10. Contractor means _____, its successors and permitted assigns.
- 1.11. DBE means Disadvantaged Business Enterprise, for the purpose of this document the firms meeting the following criteria: 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").
- 1.12. DOT means the United States Department of Transportation.
- 1.13. Drawings or Plans means the official drawings or exact reproductions which show the location, character, dimensions and details of the Airport and the Work to be done and which are considered a part of the Contract, supplementary to the Specifications.
- 1.14. Engineer means Faith Group, LLC, a Missouri limited liability company.
- 1.15. FAA means the Federal Aviation Administration, an operating administration of the USDOT.
- 1.16. JMAA means the Jackson Municipal Airport Authority, a municipal airport authority

organized and existing under the laws of the State of Mississippi.

- 1.17. Modification means a Supplemental Agreement signed by both JMAA and Contractor or a Change Order.
- 1.18. Notice to Proceed means the written notice to Contractor to commence the Work.
- 1.19. Product Data means all illustrations, standard schedules, performance charts, brochures, diagrams and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work.
- 1.20. Project means the project of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by JMAA or by separate contractors.
- 1.21. Project Manual means the volume of documents and forms assembled for the Work which may include the bidding requirements, sample forms, conditions of the Contract and Specifications.
- 1.22. Samples are physical examples which illustrate materials, equipment or workmanship.
- 1.23. Security Regulations means the security requirements of 49 CFR Part 1542, and JMAA's security program, as currently in force and as may be hereafter amended.
- 1.24. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by Contractor to illustrate some portion of the Work.
- 1.25. Specifications means those portions of the Contract Documents consisting of the written directions and requirements for completing the Work, including materials, equipment, construction systems, standards and workmanship and performance of related services. The Specifications include any general, special and supplementary provisions of the Contract.
- 1.26. Subcontractor means a person or entity who has a direct contract or agreement with Contractor to perform a portion of the Work.
- 1.27. Sub-subcontractor means a person or entity who has a direct or indirect contract or agreement with a Subcontractor to perform a portion of the Work.
- 1.28. Substantial Completion means the stage in the progress of the Work when the Work or designated portions thereof are determined by JMAA to be sufficiently complete in accordance with the Contract Documents that the Work or a portion thereof could be used as intended.
- 1.29. TSA means the Transportation Security Administration, an operating administration of the United States Department of Homeland Security.
- 1.30. Work means the construction and related services required by the Contract Documents,

whether completed or partially completed, and includes all labor, materials, tools, equipment, incidentals and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

2. REPRESENTATIONS

Contractor represents, covenants and warrants to JMAA as follows:

- 2.1. Contractor is a (type of business, i.e. corporation, limited liability, etc., duly organized, validly existing and in good standing under the laws of the State of Mississippi.
- 2.2. Contractor holds a valid and current certificate of responsibility from the Mississippi Board of Contractors for the Work or is exempt from such requirements.
- 2.3. Contractor is knowledgeable of all federal, state and local laws, codes, rules and regulations applicable to the Project and the Work shall comply with all applicable laws, codes, rules and regulations.
- 2.4. Contractor is experienced and fully qualified to perform the Work set forth or otherwise contemplated by the Contract Documents, and Contractor is properly licensed in accordance with all applicable laws to perform the Work. Contractor has taken all action necessary or appropriate to enter into this Agreement and this Agreement constitutes a valid and binding obligation of Contractor.
- 2.5. Consultant shall timely obtain and pay for all licenses and permits necessary for operations at JAN, including but not limited to a City of Jackson Mississippi Business Privilege License and registration with the Mississippi Secretary of State throughout the term of this Agreement.

3. THE CONTRACT DOCUMENT

- 3.1. The Contract Documents form the Contract for construction. The Contract Documents consist of the Advertisement for Bids, the Instructions to Bidders, the Bid, this Agreement (and all Exhibits referred to herein or attached hereto), Drawings, Plans, Technical Specifications, General Provisions, Special Provisions, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than Modifications, appears in Article 32.
- 3.2. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. In the event of a conflict between or among the Contract Documents, all terms of this Agreement shall supersede any terms stated within the Technical Specifications. In addition, Contractor shall perform Work and obligations of the higher quality, larger

quantity, greater expense, tighter schedule and more stringent requirements, unless otherwise directed in writing by JMAA.

- 3.3. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral.

4. OWNERSHIP OF DOCUMENTS

- 4.1. The Contract Documents, including all Plans, Drawings, Specifications, Computations, sketches, data, surveys, models, photographs, renderings and other like materials relating to the Work and/or the Project are the property of JMAA. Contractor may retain one contract record set. All copies of the Contract Documents, except Contractor's record set, shall be returned to JMAA upon completion of the Work.
- 4.2. The Contract Documents are for use solely with the Project. Contractor, Subcontractors, Sub-subcontractors and material and equipment suppliers are granted a limited license to use and reproduce applicable portions of the Contract Documents appropriate to and for use in the execution of their Work under the Contract Documents.
- 4.3. Contractor represents and warrants that neither Contractor, nor any Subcontractor, Sub-subcontractor or supplier shall use any of the Contract Documents in whole or in part on any other project without the specific, prior, written consent of JMAA.

5. ADMINISTRATION OF THE CONTRACT

- 5.1. Engineer will provide administration of the Contract and will be JMAA's representative during construction through completion of all portions of the work. Engineer will have authority to act on behalf of JMAA only to the extent provided in the Contract Documents, unless otherwise directed in writing by JMAA.
- 5.2. Engineer will visit the site at intervals appropriate to the stage of construction to determine the progress and quality of the completed Work and to determine if the Work is being performed in such a manner that the Work, when completed, will be in accordance with the Contract Documents.
- 5.3. Engineer will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, which shall all remain the sole responsibility of Contractor throughout the performance of the Contract.
- 5.4. Engineer will have authority to reject Work which does not conform to the Contract Documents. Whenever JMAA considers it necessary or advisable for implementation of the intent of the Contract Documents or to assess the quality or quantity of Contractor's Work, JMAA will have authority to require additional inspection or testing of the Work, which shall be conducted at Contractor's sole expense.
- 5.5. Notwithstanding Engineer's approval of any Work, Contractor shall remain responsible

and liable for any defective, incomplete or nonconforming Work and for full performance in strict compliance with the Contract Documents.

6. THE WORK OF THIS CONTRACT

- 6.1. Contractor shall perform and complete the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others. The Work includes all work specifically set forth in the Contract Documents and further includes everything reasonably inferable, necessary or customary for the proper execution, functioning, connection and completion of all work referred to by the Contract Documents. All Work shall be subject to the satisfaction and approval of JMAA.
- 6.2. Contractor shall provide and pay for all labor, materials, tools, equipment, permits, fees, licenses, facilities, supervision, management, financing, services, shop drawings, submittals, testing, inspections, transportation, scaffolding, cleanup, trash removal, scheduling information, documents, quality control, insurance, bonding, taxes and every other thing of whatever nature necessary to fully perform all obligations in a first-class, workmanlike manner and in every respect complete the Work required by the Contract Documents.
- 6.3. Contractor shall perform the Work in strict accordance with the Contract Documents. Contractor shall not deviate from the Plans and Specifications without the written consent of both Engineer and JMAA in the form of a Modification, which consent shall be obtained prior to performing or utilizing such deviations. Any deviations not properly approved and authorized shall be considered defective. Any changes in the Plans or Specifications, or substitution of materials as an "or equal", or any other proposal of Contractor shall be Contractor's full responsibility, despite any approval by Engineer or JMAA. Contractor shall indemnify, defend, exonerate, and hold harmless JMAA from all damages, losses, costs, delays and liability incurred by JMAA, the Engineer and any third parties as a result of deviations, substitutions, options and alternates selected or performed by Contractor.
- 6.4. Contractor shall prepare and maintain at the Project site a complete and accurate record set of as-built drawings, which shall be updated daily. Contractor shall submit a complete set of as-built drawings to JMAA at the time of Contractor's submission of its Application for Payment. Receipt of the final, complete set of as-built drawings will be a condition precedent to JMAA's release of final payment to Contractor.
- 6.5. Contractor shall furnish for approval all Shop Drawings, Product Data, schedules, reports, diagrams, layouts, cuts, explanations, setting plans, catalog references, Samples, and other data in the number and with the content regarded by Engineer or JMAA as necessary or desirable. Approval of any shop drawings or other submittals furnished by Contractor shall not relieve Contractor from its responsibility of complying strictly with all requirements of the Contract Documents. Contractor shall make any corrections to shop drawings or other submittals required by Engineer or JMAA and file with Engineer corrected copies in the number requested by Engineer. Contractor shall perform no portion of the Work requiring submittal and review until

Engineer or JMAA have approved the respective submittal.

- 6.6. Contractor shall coordinate its Work hereunder with the work and requirements and with the efforts of all other contractors and professional disciplines performing services or work with respect to this Project and other projects at the project site, irrespective of whether such other contractors or professionals are engaged by JMAA, by Contractor, or by others.
- 6.7. Promptly after execution of this Agreement, Contractor shall prepare and submit for Engineer's and JMAA's information a Contractor's construction schedule for the Work, which shall include a schedule of submittals that allows JMAA reasonable time for review. Contractor's schedule shall not exceed the time limits established by the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, and shall provide for expeditious and practicable execution of the Work.
- 6.8. Promptly after execution of this Agreement, Contractor shall prepare and submit for Engineer's and JMAA's information and approval, a Schedule of Values which allocates the entire Contract Sum among the various portions of the Work. The Schedule of Values shall be prepared in such form and be supported by such data to substantiate its accuracy as Engineer or JMAA may require. The Schedule of Values, unless objected to by Engineer or JMAA, shall be used as a basis for reviewing Contractor's Application for Payment.
- 6.9. Contractor shall keep the premises free from rubbish, debris, waste and surplus materials resulting from Contractor's operations and activities. Upon completion of the Work, Contractor shall remove from and about the Project all waste materials, rubbish, Contractor's tools, construction equipment, machinery, vehicles and surplus materials. If Contractor fails to clean up as required, JMAA may do so by contract or otherwise and the cost thereof shall be charged to Contractor.
- 6.10. JMAA reserves the right to increase or decrease the scope of the Work performed by Contractor under the Contract Documents, which changes shall be in the form of a Supplemental Agreement executed by JMAA's Procurement Department and Contractors or a written Change Order executed by Engineer and JMAA utilizing JMAA's currently approved Change Order Form Number P-CO-1, included in this Agreement as Exhibit __. An appropriate increase or decrease in the Contract Sum and/or Contract Time shall be made for all such changes in the scope of the Work. Contractor shall be obligated to comply with any Change Order issued in accordance with this provision. Oral changes to this Agreement or pertaining to the Work are not valid and shall not be enforceable. Contractor shall have no claim or entitlement to payment for any additional work performed or for any added compensation unless, prior to performance, Contractor receives a properly executed Change Order.

7. CONTRACTOR'S WARRANTY

- 7.1. Contractor guarantees and warrants the Work to comply strictly with this Agreement and the Contract Documents. Contractor further warrants and guarantees that the Work and all materials and equipment furnished in connection therewith are new, of good material and workmanship, free from defects, fit, safe, merchantable, and sufficient for the purposes intended. Contractor further guarantees and warrants that Contractor has good title to all such work, material, and equipment. Any Work not conforming to these requirements shall be considered defective. Contractor shall take all steps necessary to transfer or assign the rights and benefits of any manufacturer's warranties to JMAA.
- 7.2. Contractor agrees to promptly perform maintenance, make repairs, replace, correct, or otherwise remedy any Work considered by Engineer or JMAA to be defective or noncompliant with the Agreement or Contract Document, as directed by JMAA and without cost to JMAA.
- 7.3. Contractor's guarantees and warranties shall extend for not less than one (1) year after Completion, or for such longer period of time as may be specified elsewhere in the Contract Documents. The warranties and guarantees set forth here in the Contract Documents are in addition to any other warranties or guarantees provided by law or by separate agreement.
- 7.4. JMAA may demand, and Contractor shall give, satisfactory assurances, from time-to-time, that Contractor will satisfy all guarantees and warranties.
- 7.5. The lapse of the period for Contractor's guarantees and warranties shall not relieve Contractor from otherwise adhering to all terms and conditions of this Agreement.

8. PERFORMANCE AND PAYMENT BONDS

- 8.1. At the time of execution of the Agreement, Contractor shall post a Performance Bond in the form specified by JMAA in a penal sum equal to 100% of the Contract Sum for the Work. A surety company licensed in the State of Mississippi and appearing on the United States Treasury Department's most current list (Circular 570, as amended) must issue the Performance Bond.
- 8.2. At the time of execution of the Agreement, Contractor shall post a Payment Bond in the form specified by JMAA in a penal sum equal to 100% of the Contract Sum for the Work. A surety company licensed in the State of Mississippi and appearing on the United States Treasury Department's most current list (Circular 570, as amended) must issue the Payment Bond.
- 8.3. Contractor's obligations under this Agreement and under the Contract Documents shall be equally the obligation of the surety for Contractor's performance bond as if all terms and conditions of this Agreement were set forth verbatim in the performance bond. The surety's obligations shall not terminate upon substantial or final completion of the Work but shall continue thereafter for so long as Contractor has any obligations of whatever nature under this Contract.

9. DATE OF COMMENCEMENT AND COMPLETION

- 9.1. Contractor shall commence the Work on the date specified in a Notice to Proceed issued by or on behalf of JMAA and shall thereafter diligently pursue the Work until fully completed in accordance with the terms of the Contract Documents or until this Agreement is terminated. Contractor shall achieve Substantial Completion of all the Work not more than _____ (____) consecutive calendar days following issuance of the Notice to Proceed, subject to adjustments in the Contract Time as provided in the Contract Documents. In the event Contractor fails to reach Substantial Completion of the above described items of Work within the Contract Time, or any authorized extension thereof, there shall be deducted from the Contract Sum, as agreed liquidated damages and not as a penalty, the sum of \$ _____ per calendar day that the Work remains incomplete. If the amount of such liquidated damages exceeds the amounts retained by JMAA, Contractor shall pay the deficiency to JMAA promptly upon demand.
- 9.2. Contractor shall complete all elements of the Work (including completion or correction of all punchlist items) not more than thirty (30) days following the date of Substantial Completion. In the event Contractor fails to achieve completion of all the Work within thirty (30) calendar days following the date of Substantial Completion, there shall be deducted from the amounts due Contractor, as agreed liquidated damages and not as a penalty, the sum of \$ _____ per calendar day that the Work remains incomplete beyond the time allowed for Completion. If the amount of such liquidated damages exceeds the amounts retained by JMAA, Contractor shall pay the deficiency to JMAA promptly upon demand.
- 9.3. Time is of the essence with respect to each and every provision of this Agreement, including without limitation, commencement and Completion of the Work. By executing the Agreement, Contractor represents that the Contract Time is a reasonable period for performing the Work. Contractor shall strictly adhere to the Contract Time and shall immediately inform JMAA in writing of any situation which becomes known to Contractor potentially causing a delay in achieving Completion within the Contract Time. Contractor acknowledges that JMAA may sustain financial loss or other damages for which Contractor may be liable if the Project or any part thereof is delayed because Contractor fails to perform any part of the Work in accordance with this Agreement.

10. CONTRACT SUM

- 10.1. JMAA shall pay Contractor in current funds for Contractor's performance of the Contract the Contract Sum of _____ Dollars and _____ Cents (\$ _____), subject to additions and deductions as provided in the Contract Documents.
- 10.2. The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by JMAA. _____

11. PROGRESS PAYMENTS

- 11.1. Based upon Applications for Payment and a completed JMAA Contract Reporting Form submitted to Engineer by the Contractor and Certificates for Payment issued by Engineer, JMAA shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- 11.2. The period covered by each Application for Payment shall be one calendar month ending on the 20th day of the month. Each Application for Payment shall be submitted to and received by Engineer no later than the 25th day of the month (the "Application Deadline").
- 11.3. Provided an Application for Payment is received by Engineer not later than the Application Deadline, payment shall be due and payable by JMAA to the Contractor not later than forty-five (45) days after the Application Deadline. If Engineer receives an Application for Payment after the Application Deadline, payment shall be due and payable by JMAA within seventy (70) days of Engineer's receipt of the Application for Payment.
- 11.4. Engineer will, within seven (7) days after receipt of the Contractor's Application for Payment, either issue to JMAA a Certificate for Payment, with a copy to the Contractor, for such amount as Engineer determines is properly due, or notify the Contractor and JMAA in writing of Engineer's reasons for withholding certification, as set forth in Paragraph 11.5. The issuance of a Certificate for Payment constitutes a representation by Engineer to JMAA that the Work has progressed to the point indicated, that the Work performed is in accordance with the Contract Documents and that the Contractor is entitled to payment in the amount certified.
- 11.5. Engineer may decide not to certify payment in whole or in part or, because of subsequently discovered evidence or subsequent observations, may nullify in whole or in part a Certificate for Payment previously issued, to such extent as may be necessary in Engineer's opinion to protect JMAA from loss. Reasons for denial or nullification of a Certificate for Payment shall include, but are not limited to:
 - 11.5.1. Defective Work not remedied;
 - 11.5.2. Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
 - 11.5.3. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 - 11.5.4. Damage to JMAA;
 - 11.5.5. Reasonable evidence that the Work will not be completed with the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
 - 11.5.6. Persistent failure to carry out the Work in accordance with the Contract Documents.

- 11.6. If Engineer is unable to certify payment in the amount of the Application for Payment, Engineer shall notify the Contractor and JMAA. If the Contractor and Engineer cannot agree on a revised amount, Engineer will promptly issue a Certificate for Payment for the amount for which Engineer is able to certify. Despite any dispute related to the certification of any Application for Payment, the Contractor shall continue to diligently perform the Work required by the Contract Documents.
- 11.7. Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as Engineer or JMAA may require. This Schedule, unless objected to by Engineer or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Applications for Payment shall not include requests for payment of amounts the Contractor does not intend to pay to a subcontractor, supplier or other contractees because of a dispute or other reason.
- 11.8. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- 11.9. The Contractor warrants that title to all Work covered by the Application for Payment shall pass to JMAA no later than the time of payment.
- 11.10. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- 11.10.1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of five percent 5.0%;
 - 11.10.2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by JMAA, suitably stored off the site at a location agreed upon in writing), less retainage of 5.0%;
 - 11.10.3. Subtract the aggregate of previous payments made by JMAA; and
 - 11.10.4. Subcontract amounts, if any, for which Engineer has withheld or nullified a Certificate for Payment.
- 11.11. If the Contract Sum exceeds \$250,000.00, the progress payment amount determined in accordance with Paragraph 11.10 shall be further modified under the following circumstances:
- 11.11.1. Add, upon reaching completion of 50% of the Work and upon receipt of a

certification from Engineer that the Work is not less than 50% complete, on schedule and acceptable, one-half (1/2) of the retainage described in Paragraphs 11.10.1 and 11.10.2. Thereafter, further reductions from each progress payment for retainage otherwise payable to the Contractor and described in Paragraph 11.10 shall be withheld at the rate of 2-1/2.

11.11.2. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to 100.0% of the Contract Sum, less such amounts as Engineer or JMAA shall determine for incomplete or defective Work, liquidated damages and unsettled claims.

11.12. All Applications for Payment must be accompanied by a Project/Contract Reporting Form in the form of Attachment ____.

12. FINAL PAYMENT

- 12.1. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by JMAA to the Contractor when (1) the Contract has been fully performed by the Contractor and accepted by JMAA, except for the Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment; (2) the Contractor delivers the completed as-built drawings, as required by Paragraph 6.4; (3) a final Certificate for Payment has been issued by Engineer; and (4) the consent of the Contractor's surety has been obtained in writing and delivered to JMAA. Such final payment shall be due and payable by JMAA not more than sixty (60) days after satisfaction of the foregoing requirements.
- 12.2. Acceptance of final payment by the Contractor constitutes a complete and general release of JMAA from all claims and liability of whatever nature, whether then known or unknown, whether then existing or thereafter arising, and whether in contract, tort, or other basis of relief.
- 12.3. No payment, including final payment, nor partial or entire use or occupancy of the Project, shall be construed as acceptance of defective, incomplete or nonconforming Work and the Contractor shall remain responsible and liable for full performance in strict compliance with the Contract Documents.

13. SUBCONTRACTORS

- 13.1. Contractor may enter into subcontracts with Subcontractors for portions of the Work to be performed by Contractor pursuant to this Agreement. Any such Subcontractors shall be subject to the prior written approval of JMAA. JMAA shall have the right not to accept any proposed Subcontractor for any reason and Contractor shall have no right to additional compensation or other remedy based on the rejection of any Subcontractor.
- 13.2. Contractor shall verify that all Subcontractors and any other persons performing Work under this Agreement are properly qualified and licensed to provide such Work.

- 13.3. Contractor shall bind each and every Subcontractor to all the terms and conditions of this Agreement and the Contract Documents, including without limitation the requirements of Sections 24 and 25 regarding indemnification and insurance.
- 13.4. Contractor shall be fully responsible to JMAA for every act or omission of any Subcontractors 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 Work performed or to be performed by the Subcontractors under or in connection with this Agreement. JMAA hereby approves, and Contractor covenants and agrees to use, the following Subcontractors for the Work specified:

NON-DBE SUBCONTRACTS		
Name and Address	Work Item(s)	Subcontract Amount
Total Dollar Value of Subcontract Work:		\$
Percent of Total Contract Sum:		%

DBE SUBCONTRACTS		
Name and Address	Work Item(s)	Subcontract Amount
Total Dollar Value of Subcontract Work:		\$
Percent of Total Contract Sum:		%

- 13.5.1 Contractor acknowledges that the participation of the foregoing persons and entities as Subcontractors for the Project, particularly including the DBE participation, was a material factor in JMAA's entering into this Agreement with Contractor. No other persons or entities may be used in substitution of the foregoing identified Subcontractors without the prior, written consent of JMAA. In no event shall Contractor substitute or terminate any DBE Subcontractor without the prior, written consent of JMAA. In the event of termination of any DBE Subcontractor, Contractor shall use good faith

efforts (as such term is used in 49 CFR Part 26) to replace such DBE Subcontractor with another DBE Subcontractor.

- 13.5. Notwithstanding any other provision of this Agreement, Contractor shall not assign this Agreement, in whole or in part, to any other person or entity, without the prior written consent of JMAA.
- 13.6. Contractor shall comply with the following with respect to each Subcontractor:
 - 13.6.1. JMAA shall not be obligated to make any payment to Contractor until Contractor provides evidence to JMAA that all Subcontractors have been paid all amounts owing at the time of payment by JMAA.
 - 13.6.2. Contractor shall release any retainage withheld from a Subcontractor within ten (10) days of satisfactory completion of the Subcontractor's Work.
 - 13.6.3. Contractor shall not require greater insurance coverages from any of its Subcontractors or proposed Subcontractors than required of Contractor by JMAA under Section 21.1 of this Agreement.
- 13.7. Contractor shall incorporate the foregoing Sections 13.7.1 through 13.7.3 in each subcontract relating to the Work.

14. GRATUITIES AND COMPENSATION

- 14.1. Contractor shall at all times comply with JMAA's Policy on Gifts and Gratuities, as such policy may be amended, modified, or replaced from time to time. Without limiting the foregoing, Contractor shall not, under any circumstances, offer or agree to offer any gift or gratuity, regardless of its value or form, to any Commissioner, employee, or representative of JMAA. Any evidence of such an offer of a gift or gratuity in violation of JMAA's policy will be cause for immediate termination of this Agreement.
- 14.2. Contractor shall advise all Subcontractors, Sub-subcontractors, suppliers or other contractees of Contractor's obligations under this provision of this Agreement and shall require that all such parties fully comply with this provision at all times.

15. ACCOUNTING RECORDS

- 15.1. Contractor shall maintain books, records, documents and other evidence related to the Work and/or the performance of this Agreement in accordance with generally accepted accounting principles and practices. JMAA, the FAA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, records, and other evidence for the purpose of examination, audit, excerpts and transcriptions. Contractor shall maintain the records required to be maintained by this provision shall be maintained for a period of not less than three (3) years after JMAA makes final payment of the Contract Sum and all other matters related to this Agreement are closed.

16. NON-DISCRIMINATION

- 16.1. Non-Discrimination. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
- 16.1.1. This provision binds the Contractor and subtier Contractors 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.
- 16.2. During the performance of the Agreement, the Contractor, for itself, its assignees, and successors in interest agrees as follows:
- 16.2.1. Compliance with Regulations. The Contractor 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.
- 16.2.2. Nondiscrimination. The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Sub-Contractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 16.2.3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a Sub-Contractor, including procurements of materials, or leases of equipment, each potential subcontractor supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 16.2.4. Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by JMAA or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to JMAA or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

16.2.5. Sanctions for Noncompliance. In the event of Contractor'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:

16.2.5.1. Withholding payments to the Contractor under the Agreement until Contractor complies, and/or

16.2.5.2. Cancelling, terminating, or suspending this Agreement, in whole or in part.

16.2.6. Incorporation of Provisions. The Contractor will include the provisions of subparagraphs one through six (16.2.1 through 16.2.6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor 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 Contractor becomes involved in, or is threatened with, litigation with a Sub-Contractor, or supplier because of such direction, the Contractor may request JMAA to enter into such litigation to protect the interests of JMAA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16.3. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

16.3.1. 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);

16.3.2. 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);

16.3.3. 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);

16.3.4. 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;

16.3.5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

16.3.6. 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);

- 16.3.7. 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);
 - 16.3.8. 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;
 - 16.3.9. 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);
 - 16.3.10. 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;
 - 16.3.11. Executive Order 13166, Improving Access to Work 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);
 - 16.3.12. 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.*).
- 16.4. Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:
- 16.4.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the

following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 16.4.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 16.4.3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 16.4.4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 16.4.5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 16.4.6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 16.4.7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including

sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

16.5. Prohibition of Segregated Facilities.

- 16.5.1. The Contractor 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 Work at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- 16.5.2. “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.
- 16.5.3. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

16.6. Disadvantaged Business Enterprises.

- 16.6.1. Contract Assurance. Contractor and each Sub-Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. **Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. Failure by Contractor 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.**
- 16.6.2. Prompt Payment. Contractor agrees to pay each Sub-Contractor under this Agreement for satisfactory performance of its subcontract no later than five (5) days from the receipt of each payment Contractor receives from JMAA. Contractor agrees further to return retainage payments to each Sub-Contractor, if any, within ten (10) days after the Sub-Contractor'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-Contractors. Nothing in this provision shall authorize withholding of

retainage from any Sub-Contractor if JMAA does not withhold retainage from Contractor.

17. VETERAN'S PREFERENCE

- 17.1. 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.

18. BUY AMERICAN PREFERENCE

- 18.1. The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.
- 18.2. The contractor was required in the Instructions for Bidders for this Work to submit the Buy America certification with their bid. The Contractor's completed Certificate of Compliance Based on Equipment and Materials form is included herein as Attachment —.

19. FAIR LABOR STANDARDS ACT

- 19.1. 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.
- 19.1.1. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

20. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

- 20.1. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their Sub-Contractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970

(20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

21. FEDERALLY REQUIRED CERTIFICATIONS

21.1. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. Contractor 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. Contractor further agrees by accepting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts.

21.2. Trade Restriction Clause.

21.2.1. The Contractor certifies that with respect to this Agreement, the Contractor:

21.2.1.1. 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.”);

21.2.1.2. 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;

21.2.1.3. 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.

21.2.2. 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.

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

21.2.3.1. 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 Contractor or Sub-Contractor:

- 21.2.3.1.1. 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
 - 21.2.3.1.2. 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
 - 21.2.3.1.3. Who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.
 - 21.2.4. 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 Contractor or any Sub-Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - 21.2.5. The Contractor agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective Sub-Contractor 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 Contractor has knowledge that the certification is erroneous.
 - 21.2.6. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or Sub-Contractor 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.
- 21.3. Contract Workhours and Safety Standards Act Requirements.
- 21.3.1. Overtime Requirements. No Contractor or Sub-Contractor 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.
 - 21.3.2. 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 Contractor and any Sub-Contractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Sub-Contractor 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.

- 21.3.3. 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 Contractor or Sub-Contractor under any such contract or any other Federal contract with the same prime Contractor, or any other Federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Sub-Contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.
- 21.3.4. Subcontractors. The Contractor or Sub-Contractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the Sub-Contractor to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Sub-Contractor or lower tier Sub-Contractor with the clauses set forth in paragraphs (1) through (4) of this clause.
- 21.4. Copeland “Anti-Kickback” Act. The Contractor 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. Contractor and Sub-Contractors 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 Contractor and each Sub-Contractor 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.
- 21.5. Davis-Bacon Requirements.
- 21.5.1. Minimum Wages.
- 21.5.1.1. 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.

21.5.1.2. 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.

21.5.1.3. 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:

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

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

21.5.1.3.3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the

wage rates contained in the wage determination.

- 21.5.1.4. 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.
- 21.5.1.5. 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.
- 21.5.1.6. 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.
- 21.5.1.7. 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.
- 21.5.1.8. 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.

21.5.2. 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.

21.5.3. Payrolls and basic records.

21.5.3.1. 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.

21.5.3.2. 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 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).

21.5.3.3. 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:

21.5.3.3.1. 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.

21.5.3.3.2. 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;

21.5.3.3.3. 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.

21.5.3.3.4. 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.

21.5.3.3.5. 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.

21.5.4. 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.

21.6. Apprentices and Trainees.

21.6.1. 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.

- 21.6.2. 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.

- 21.6.3. 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.
- 21.7. 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.
- 21.8. 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.
- 21.9. 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.
- 21.10. 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.
- 21.11. 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.

21.12. Certification of Eligibility.

- 21.12.1. 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).
- 21.12.2. 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).
- 21.12.3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

21.13. Drug-Free Workplace Requirement.

- 21.13.1. In accordance with the Drug-Free Workplace Act of 1988, 41 USC 702-706, the Contractor must provide a drug-free workplace for its employees by:
 - 21.13.1.1. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - 21.13.1.2. establishing a drug-free awareness program to inform employees about:
 - 21.13.1.2.1. the dangers of drug abuse in the workplace;
 - 21.13.1.2.2. the Contractor's policy of maintaining a drug-free workplace;
 - 21.13.1.2.3. any available drug counseling, rehabilitation, and employee assistance programs; and
 - 21.13.1.2.4. the penalties that may be imposed upon employees for drug abuse violations.
 - 21.13.1.3. making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph (A):
 - 21.13.1.4. notifying the employee in the statement required by subparagraph (A), that as a condition of employment on such contract, the employee will:

- 21.13.1.4.1. abide by the terms of the statement; and
- 21.13.1.4.2. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- 21.13.1.5. notifying the contracting agency within 10 days after receiving notice under subparagraph (21.13.1.4.2) from an employee or otherwise receiving actual notice of such conviction;
- 21.13.1.6. imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 703 of this title; and
- 21.13.1.7. making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (21.13.1.1), (21.13.1.2), (21.13.1.3), (21.13.1.4), (21.13.1.5), and (21.13.1.6).

22. ENVIRONMENTAL COMPLIANCE

22.1. Clean Air and Water Pollution Control. The Contractor 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 Contractor agrees to report any violation to JMAA immediately upon discovery. JMAA assumes responsibility for notifying the Environmental Protection Agency (EPA) and the FAA. Contractor must include this requirement in all subcontracts that exceed \$150,000.

22.2. Procurement of Recovered Materials.

22.2.1. Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

22.2.1.1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or

22.2.1.2. The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

22.2.2. The list of EPA-designated items is available at

22.2.3. Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

22.2.3.1. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

22.2.3.2. Fails to meet reasonable contract performance requirements; or

22.2.3.3. Is only available at an unreasonable price.

22.3. Energy Conservation. Contractor and Sub-Contractors 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.*).

23. TERMINATION OF CONTRACT

23.1. Termination for Convenience.

23.1.1. JMAA may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of JMAA. Upon receipt of a written notice of termination, except as explicitly directed by JMAA, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

23.1.1.1. Contractor must immediately discontinue work as specified in the written notice.

23.1.1.2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.

23.1.1.3. Discontinue orders for materials and services except as directed by the written notice.

23.1.1.4. Deliver to JMAA all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.

23.1.1.5. Complete performance of the work not terminated by the notice.

23.1.1.6. Take action as directed by JMAA to protect and preserve property and work related to this contract that Owner will take possession.

23.1.2. Owner agrees to pay Contractor for:

23.1.2.1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;

23.1.2.2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

23.1.2.3. Reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

23.1.2.4. Reasonable and substantiated expenses to the contractor directly attributable to JMAA's termination action.

23.1.3. JMAA will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the JMAA's termination action.

23.1.4. The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

23.2. Termination for Default.

23.2.1. The Contractor shall be considered in default of his/her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

23.2.1.1. Fails to begin the work under the contract within the time specified in the "Notice to Proceed," or

23.2.1.2. Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract, or

23.2.1.3. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

23.2.1.4. Discontinues the prosecution of the work, or

23.2.1.5. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

23.2.1.6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

- 23.2.1.7. Allows any final judgment to stand against him unsatisfied for a period of 10 days, or
- 23.2.1.8. Makes an assignment for the benefit of creditors, or
- 23.2.1.9. For any other cause whatsoever, fails to carry on the work in an acceptable manner.
- 23.2.2. Should the Engineer consider the Contractor in default of the contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and JMAA's intentions to terminate the contract.
- 23.2.3. If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then JMAA will, upon written notification from the Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. JMAA may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the completion of said contract in an acceptable manner.
- 23.2.4. All costs and charges incurred by JMAA, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to JMAA the amount of such excess.

24. INDEMNITY

- 24.1. To the fullest extent allowed by law, Contractor shall defend, indemnify, save harmless, protect, and exonerate JMAA, its board of commissioners (individually and as a group), officers, employees, agents, and representatives from all liabilities, claims, losses, suits, actions, demands, arbitrations, administrative proceedings, awards, judgments, expenses, attorneys' fees, and costs related to or for economic loss or damage, labor disputes, nonperformance of obligations, personal injury, bodily injury, illness, death, or property damages arising from or in connection with the Work undertaken or to be performed by or on behalf of Contractor under this Agreement or arising from or in connection with any act or omission relating to Contractor.

25. INSURANCE

- 25.1. Contractor shall maintain, at its own expense, the following insurance coverages in the amounts specified, insuring Contractor, its employees, agents, designees,

subcontractors, and any indemnities as required herein:

- 25.1.1. Commercial general liability insurance of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$2,000,000 aggregate limit for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury and bodily injury (including illness, disease and death), and products/completed operations.
- 25.1.2. Comprehensive business automobile liability insurance, including hired and non- owned vehicles, with a combined single limit of not less than \$1,000,000, covering bodily injury and property damage.
- 25.1.3. Statutory worker's compensation coverage with employer liability limits of \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000.00 disease each employee.
- 25.1.4. Property insurance on all equipment used in connection with the Project in an amount not less than full insurable value.
- 25.1.5. Umbrella liability insurance with a limit of not less than \$5,000,000 providing additional coverage to the policies required by Sections 25.1.1, 25.1.2 and 25.1.3.
- 25.1.6. Such other insurance as may reasonably be required by JMAA.
- 25.2. All insurance policies required herein shall be issued by an insurance company or companies licensed to do business in the State of Mississippi and acceptable to JMAA, shall contain a waiver of subrogation in favor of JMAA, and shall be written on an occurrence basis or Contractor shall provide coverage to JMAA for a period not less than three (3) years after final completion of the Work. Contractor shall name JMAA as an additional insured on all insurance policies and coverages.
- 25.3. All policies required under the Contract Documents shall include the following endorsement and/or rider duly issued by the insurer that effectively amends the terms of the policy and binds the insurer to the following provision:

It is hereby agreed and understood that Jackson Municipal Airport Authority is named as an additional insured, and that the coverage afforded to Jackson Municipal Airport Authority under this policy shall be primary insurance. If Jackson Municipal Airport Authority has other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Insurer's liability under this policy shall not be reduced by the existence of such other insurance.
- 25.4. No policy of insurance may be canceled, modified or reduced during the course of this Agreement, and Contractor shall obtain an endorsement and/or rider duly issued by the

insurer that effectively amends the terms of the policy and binds the insurer to a provision substantially as follows:

Insurer will provide the Jackson Municipal Airport Authority not less than thirty (30) days prior written notice of its intent to cancel, modify, amend or reduce coverage.

- 25.5. Contractor shall be responsible for all deductibles and for any inadequacy or absence of coverage, and Contractor shall have no claim or other recourse against JMAA for any costs or loss attributable to such deductibles or to coverage limitations, exclusions, or unavailability, all of which shall be borne solely by Contractor.
- 25.6. At the time of execution of this Agreement, Contractor shall deliver to JMAA a Certificate or Certificates of Insurance, certifying the types and the amounts of coverage, certifying that the insurance is in force before Contractor starts work, certifying that the insurance applies to the Work and to all activities and liability of Contractor pursuant to this Agreement, and certifying that JMAA is named as an additional insured on Contractor's policies of insurance by duly issued endorsement and/or rider as required herein.
- 25.7. The insurance and indemnity obligations of this Agreement are non-delegable
- 25.8. Contractor's failure to maintain complete insurance shall be a material breach of this Agreement authorizing JMAA, at JMAA's sole election, either to terminate this Agreement or to provide full insurance coverage at Contractor's sole expense; however, in neither case shall Contractor's liability be lessened.
- 25.9. In the event Contractor fails to obtain and maintain any of the insurance coverages required by this Agreement, JMAA shall be entitled, at its sole discretion and without waiving any rights under the Contract Documents, to purchase the insurance and deduct the premium costs from any amounts owed Contractor. However, JMAA shall have no obligation whatsoever to purchase the insurance and failure to do so shall not constitute a waiver of Contractor's obligations with respect to insurance as set forth in this Agreement.
- 25.10. Contractor shall be responsible for payment of all premiums for insurance required by this Agreement, but Contractor's obligations shall not be limited to the purchase of insurance. Contractor shall indemnify and hold harmless JMAA for all damages for which insurance should have been provided pursuant to this Agreement, irrespective of whether the insurance was actually obtained. Contractor's indemnity obligations under this Agreement shall not be restricted to amounts available under insurance, whether actually obtained or which should have been obtained, but shall extend to the fullest extent allowed by law.

26. SAFETY AND SECURITY

- 26.1. Contractor shall observe all safety requirements of JMAA relating to the Airport 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, contractors, invitees and guests of Contractor observe such requirements.

- 26.2. Contractor shall observe all requirements of any Security Regulations relating to the Airport including, without limitation, JMAA's Security Plan for the Airport, and any regulations of the TSA relating to security at the Airport, 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 Contractor observe such requirements.
- 26.3. If JMAA incurs any fines or penalties or any cost or expense under any safety or security program or plan pertaining to JMAA or the Airport as a result of any act or omission of Contractor, Contractor shall pay or reimburse to JMAA, as the case may be, all such fines, penalties, costs, and expenses. Contractor 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 Contractor, which Contractor fails to timely remedy. In the event JMAA undertakes any such action, Contractor shall immediately pay and reimburse JMAA all monies expended and costs incurred by JMAA in connection therewith.
- 26.4. 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.
 - 26.4.1. In support of this initiative, JMAA 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.

27. CERTIFICATION REGARDING LOBBYING

- 27.1. The Contractor certifies to the best of his or her knowledge and belief, that:
 - 27.1.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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.

- 27.1.2. 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.
- 27.1.3. 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.
- 27.2. 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.

28. BREACH OF CONTRACT TERMS

- 28.1. Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.
- 28.2. JMAA will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. JMAA reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or JMAA elects to terminate the contract. JMAA's notice will identify a specific date by which the Contractor must correct the breach. JMAA may proceed with termination of the contract if Contractor fails to correct the breach by deadline indicated in the JMAA's notice.
- 28.3. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

29. DISPUTE RESOLUTION

- 29.1. If JMAA and Contractor litigate any claim under this Agreement, the non-prevailing party in such proceedings shall pay the prevailing party's reasonable attorneys' fees and expenses.
- 29.2. No claim, dispute, or other matter in controversy or question shall interfere with the

performance of the Work required by this Agreement, and Contractor shall proceed diligently with performance of this Agreement, notwithstanding the existence of any claim, dispute, or other matter in controversy or question.

- 29.3. Should JMAA through litigation or other means seek enforcement of any of the provisions hereof or seek to protect its interests in any matter arising under this Agreement, or seek to collect damages for the breach of this Agreement, or seek to prosecute or defend any suit resulting from this Agreement, or seek to prosecute or defend any suit resulting from this Agreement, Contractor shall pay JMAA all costs, expenses, and attorneys' fees incurred in the investigation, preparation, and trial or hearing of such matters and otherwise reasonably related thereto.
- 29.4. If JMAA and Contractor litigate a claim for additional work or increased compensation, the non-prevailing party in the proceedings shall pay the prevailing party's reasonable attorneys' fees. If less than the full amount of the monetary claim is awarded, the claimant shall recover reasonable attorneys' fees (but no contingent fees) equal to the proportion of the amount awarded to the amount claimed, and the claimant shall pay the other party's reasonable attorneys' fees (but no contingent fees) equal to the proportion of the amount denied to the amount claimed.
- 29.5. No claim, dispute, or other matter in controversy or question shall interfere with the rendering of the Work required by this Agreement or the progress of construction with respect to the Project, and Contractor shall proceed diligently with performance of this Agreement, notwithstanding the existence of any claim, dispute, or other matter in controversy or question.
- 29.6. Contractor shall include provisions similar to the foregoing Sections 23.1 through 23.5 in each subcontract entered into pursuant to this Agreement.

30. NOTICES

- 30.1. Any notice or other communication herein required or permitted to be given shall be in writing and may be personally served or may be delivered by facsimile, 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) 664-3500

Facsimile No.: (601) 939-3713

Attention: Interim Chief Executive Officer

To Contractor: _____

Telephone No.: _____

Facsimile No.: _____

Attention: _____

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.

31. GENERAL PROVISIONS

- 31.1. Contractor shall, at all times, be regarded as an independent contractor and shall at no time act as agent for JMAA. Nothing contained in the Contract Documents shall be deemed or construed by JMAA, Contractor, or any third party as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between JMAA and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained in the Contract Documents, nor any acts of JMAA or Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of JMAA and Contractor. Moreover, nothing contained in the Contract Documents shall be deemed or construed to create a contractual relationship of any kind between JMAA and any subcontractor or sub-subcontractor or supplier.
- 31.2. Execution of this Agreement by Contractor is a representation that Contractor has visited the site, that general and local conditions are suitable for the Work to be performed and that Contractor accepts all conditions at the Project site. Contractor assumes all risks with respect to the requirements of the Contract Documents, including without limitation the characteristics (natural and manmade) of the site, site accessibility, labor rates and availability, weather conditions, and any other matter that could affect the performance and cost of the Work.
- 31.3. Where reference is made in this Agreement to another Contract Document, the reference refers to that document as amended or supplemented by other provisions of the Contract Documents.
- 31.4. All exhibits referred to in this Agreement are intended to be and hereby are specifically made a part of this Agreement and are incorporated by reference into this Agreement as fully as if repeated herein verbatim.
- 31.5. The recitals at the beginning of this Agreement are intended to be covenants of JMAA

and Contractor, are a material part of this Agreement, and shall be binding on JMAA and Contractor.

- 31.6. 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.
- 31.7. Unless the context otherwise requires, the words "hereof," "herein," "herewith," "hereunder," and words of similar meaning shall refer to the Contract Documents as a whole and not to any particular provision of the Agreement or any Contract Document. Where the context requires, the use of singular numbers or pronouns shall include the plural and vice versa, and the use of pronouns of any gender shall include any other gender.
- 31.8. Payments due and unpaid under the Contract shall bear interest in accordance with the terms of and at the legal rate specified in Section 31-5-25, Mississippi Code of 1972, as amended, supplemented or replaced from time to time.
- 31.9. This Agreement is subject and subordinate to the provisions of any agreement hereof or hereafter made between JMAA and the United States Government relative to the operation or maintenance of the Airport, 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 Airport.
- 31.10. In the event the FAA or its successors require modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Contractor shall make such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be required.
- 31.11. JMAA and Contractor incorporate in the Contract Documents by this reference all provisions lawfully required to be contained herein by any governmental body or agency.
- 31.12. Whenever this Agreement calls for the approval or consent of JMAA, approval or consent shall be given in writing by JMAA's Chief Executive Officer and, unless specifically stated to the contrary, approval or consent may be made or given by JMAA in its sole discretion and determination.
- 31.13. 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 an acquiescence therein, 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 Contractor hereunder shall operate as a waiver of any other default or the same default on a future occasion.
- 31.14. Contractor hereby waives 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 null, void, voidable, or delaying the same or any part hereof from being carried out.

- 31.15. All terms, covenants, and conditions of this Agreement shall be binding upon and inure to the respective benefit of JMAA and Contractor, their respective officers, employees, agents, and representatives.
- 31.16. This Agreement contains the entire agreement between JMAA and Contractor 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 Contractor.
- 31.17. Neither JMAA nor Contractor shall be deemed in violation of this Agreement if prevented from performing any of the obligations hereunder by reason of acts of God, acts of superior governmental authority, or other similar circumstances of force majeure for which JMAA or Contractor are not responsible and which are not within JMAA's or Contractor's control.
- 31.18. This Agreement and the rights and obligations of JMAA and Contractor 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.
- 31.19. Contractor acknowledges that it has thoroughly read all Contract Documents, including without limitation this Agreement, all exhibits and attachments hereto, and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.
- 31.20. This Agreement shall not be construed or interpreted in favor of or against JMAA or Contractor on the basis of draftsmanship or preparation hereof.
- 31.21. 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.

32. ENUMERATION OF CONTRACT DOCUMENTS

- 32.1. The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
 - 32.1.1. The Agreement is this executed Standard Form of Agreement Between Jackson Municipal Airport Authority and Contractor.
 - 32.1.2. The Technical Specifications are those contained in the Project Manual

JMAA REHABILITATE TAXIWAY D
JMAA PROJECT NO. 001-20
HAWKINS FIELD

32.1.3. The Drawings are as follows: Sheets 1 thru 14, titled REHABILITATE TAXIWAY D

32.1.4. The Addenda, if any, are as follows:

Number	Date	Pages

32.2. Other Documents, if any, forming part of the Contract Documents are as follows:

32.2.1. The Advertisement for Bids, the Instructions to Bidders (including all Exhibits hereto), and Contractor's Bid.

**[DRAFT ONLY - SIGNATURES WILL BE OBTAINED
FROM SELECTED RESPONDENT AT THE TIME OF
EXECUTION OF THE AGREEMENT]**

**ATTACHMENT 14
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____, as Surety, authorized under the laws of the State of Mississippi to act as Surety on bonds for principals, are hereby held and firmly bound unto Jackson Municipal Airport Authority ("JMAA"), as Obligee, in the penal sum of _____ Dollars _____ and _____ Cents (\$ _____), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

WHEREAS, the Principal has entered into a certain written Agreement with JMAA for Construction and Related Services the Rehabilitation of Taxiway Delta at Hawkins Project at the Hawkins Field Airport (JMAA PROJECT NO. 009-16) (the "Agreement"), which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein;

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall fully and faithfully perform and shall in all respects duly and faithfully observe and perform and fulfill all the undertakings, covenants, terms, conditions and agreements in and by the Agreement during the original term of the Agreement and any extensions thereof that are granted by JMAA, with or without notice to the Surety, according to the true intent and meaning of the Agreement, and if the Principal shall promptly make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interests thereon, when and as the same may lawfully be due the State of Mississippi, or any county, municipality, board, department, commission or political subdivision thereof, by reason of or directly connected with the performance of such Agreement or any part thereof, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to the obligations thereunder, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement and/or to the obligations thereunder. In the event suit is brought upon this Bond by JMAA, Surety shall pay reasonable attorneys' fees and costs incurred by JMAA in such suit.

IN WITNESS WHEREOF, the Principal and Surety have executed and delivered this instrument, this the _____ day of _____, 2020 . IN WITNESS WHEREOF, said Principal and Surety have executed and delivered this instrument, this, the _____ day of _____, 2020 .
Principal _____ Surety _____
By: _____ By: _____
Title: _____ Title: _____
Address: _____ Address: _____

The name and address of the resident agent of Surety are:

_____ Signature of Resident Agent

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Mississippi.

**ATTACHMENT 15
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____, as Surety, authorized under the laws of the State of Mississippi to act as Surety on bonds for principals, are hereby held and firmly bound unto Jackson Municipal Airport Authority ("JMAA"), as Obligee, in the penal sum of _____ Dollars _____ and _____ Cents (\$ _____), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

WHEREAS, the Principal has entered into a certain written Agreement with JMAA for Construction and Related Services for the Rehabilitation of Taxiway Delta at Hawkins Project at Hawkins Field Airport (JMAA PROJECT NO. 009-16) (the "Work"), which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein;

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall fully, faithfully and promptly pay all persons supplying labor and materials used in the prosecution of the Work and shall in all respects duly and faithfully observe and perform and fulfill all the undertakings, covenants, terms, conditions, and agreements with respect to all persons supplying labor and materials for the Work during the original term of the Agreement and any extensions thereof that are granted by JMAA, with or without notice to the Surety, according to the true intent and meaning of the Agreement, and if the Principal shall promptly make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interests thereon, when and as the same may lawfully be due the State of Mississippi, or any county, municipality, board, department, commission or political subdivision thereof, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to the obligations thereunder, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement and/or to the obligations thereunder. In the event suit is brought upon this Bond by JMAA, Surety shall pay reasonable attorneys' fees and costs incurred by JMAA in such suit.

IN WITNESS WHEREOF, the Principal and Surety have executed and delivered this instrument, this the _____ day of _____, 2020. IN WITNESS WHEREOF, said Principal and Surety have executed and delivered this instrument, this, the _____ day of _____, 2020.

Principal	Surety _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____

The name and address of the resident agent of Surety are:

<hr/> <hr/> <hr/>	<hr/> Signature of Resident Agent
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IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Mississippi.

ATTACHMENT 16
CONFLICTS OF INTEREST AND GRATUITIES

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
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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 _____, 2020.

Signature

Printed Name

Jackson Municipal Airport Authority
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ATTACHMENT 17

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 RFB 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;

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;

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 RFB;

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.

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

II. Expertise and Special Knowledge

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

III. Professional Qualifications

Refer to Section 3.8 of the RFB 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 RFB 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:

Date: _____

Legal Name of Respondent

Signature

Printed Name of Signatory

Title of Signatory

ATTACHMENT 18

TECHNICAL SPECIFICATIONS TO FOLLOW

